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, August 2, 2022

THIS MEETING IS VIA TELECONFERENCE AND IN-PERSON AT CITY HALL. 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.

To that end, this meeting will be held via teleconference and in-person in the City Council Chambers at City Hall located on Monte Verde Street between Ocean and Seventh Avenue. To participate via teleconference click the following link to attend via Zoom (or copy and paste link in your browser): https://ci-carmel-ca-us.zoom.us/j/84857517080 Meeting ID: 848 5751 7080 Passcode: 064117 Dial: +1 253 215 8782

To participate in this meeting in-person in the City Council Chambers, the public must show proof of vaccination (including virus booster) and wear a face covering at all times. Seating will be limited and available on a first come first served basis.

OPEN SESSION
4:30 PM

Tour Time - 3:30 PM

TOUR OF INSPECTION

Prior to calling the meeting to order, the Board/Commission will conduct an on-site tour of inspection of the properties listed on the agenda and the public is welcome to join. After the tour is complete, the Board/Commission will begin the meeting in the City Council Chambers no earlier than the time noted on the agenda.

A. Carmel Beach Hotel and Spa - Northeast corner of San Antonio Avenue and 13th Avenue (Meet at San Antonio Side)

OPEN SESSION

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

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.

EXTRAORDINARY BUSINESS

A. Introduction of New City Employees

B. A Proclamation honoring Doug and Genie Freedman for Concours on the Avenue

C. 2022 CCCE Annual Member Agency Presentation

D. Presentation on Digitizing and Scanning Records

ANNOUNCEMENTS

A. City Administrator Announcements

B. City Attorney Announcements

C. Council Member 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. July 11, 2022 Special Meeting Minutes, July 12, 2022 Regular Meeting Minutes, and July 13, 2022 Adjourned Regular Meeting Minutes

2. June 2022 Monthly Reports

3. June 2022 Check Register Summary

4. Resolution 2022-064 adopting the City of Carmel-by-the-Sea's Climate Adaptation Plan and Climate Action Plan

5. Resolution 2022-065, authorizing the City Administrator to execute a Professional Services Agreement with Ausonio, Incorporated for Project Management Services for delivery of nine Capital Improvement Projects

6. Resolution 2022-066, approving an Agreement with the City of Monterey for Vehicle Maintenance Services

7. Resolution 2022-067 approving a Budget Amendment of $20,395 to the Fiscal Year 2022-2023 Adopted Budget for the CalRecycle SB 1383 Local Assistance Grant

8. Resolution 2022-068, approving a Budget Amendment of $150,000 to the Fiscal Year 2022/23 Adopted Budget for the Cal Fire Grant and authorizing the City Administrator to execute a Professional Services Agreement with Davey Resource Group for development of an Urban Forestry Master Plan

9. Resolution 2022-069 authorizing the City Administrator to execute a change order to the existing agreement with CSG Consultants, Inc. for on-call building and code compliance

services increasing the not to exceed amount from $200,000 to $240,000 per the adopted FY2022-2023 Budget, and extending the term to June 30, 2023

10. Adopt Resolution 2022-071 authorizing the City Administrator to establish and adopt the newly created job descriptions for Maintenance Worker I/II and Maintenance Worker III

11. Resolution 2022-073 authorizing the erection of tents on public property for the 5th annual Prancing Ponies event

ORDERS OF BUSINESS

A. Receive an update on the Farmers' Market and adopt Resolution 2022-072 Authorizing the consumption of alcohol at the Farmers' Market "Third Thursday" events through October 31, 2022 to be held in Devendorf Park

B. Discuss and provide necessary direction the Pumpkin Roll event

PUBLIC HEARINGS

3. Consideration of a recommendation from the Historic Resources Board to the City Council that the City Council enter into a Mills Act Historical Property Contract MA 21-238 (L'Auberge Carmel) with Esperanza Carmel Commercial, LLC for the historic 'Sundial Lodge' now known as L'Auberge Carmel located on Monte Verde Street 2 northeast of 7th Avenue (APN 010-191-005)

4. Consideration of a recommendation from the Historic Resources Board to the City Council that the City Council enter into a Mills Act Historical Property Contract MA 21-239 (Carmel Beach Hotel & Spa) with Esperanza Carmel Commercial, LLC for the historic 'Colonial Terrace Inn' now known as Carmel Beach Hotel & Spa located at the northeast corner of San Antonio Avenue and 13th Avenue (APN 010-286-015)

FUTURE AGENDA ITEMS

ADJOURNMENT

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).

Proclamation Honoring
Doug and Genie Freedman
for the Concours On The Avenue

WHEREAS, *Concours on the Avenue was held in Carmel-by-the-Sea for 13 years; and*

WHEREAS, t*he world class event has featured classic German, French, and British cars and American muscle cars that are displayed along Ocean Avenue throughout the downtown; and*

WHEREAS, *the Freedman's, who were devoted to giving back to the community and their event has benefited the Carmel Foundation for seniors through their generosity and the generosity of the event participants; and*

WHEREAS, t*he event beloved by locals and visitors alike was the passion project of the Freedman's that showed their true love for the village; and*

WHEREAS, *the Concours on the Avenue event has been a staple of the Peninsula's Car Week and a jewel in the crown of Carmel's events.*

NOW, THEREFORE, BE IT PROCLAIMED THAT I, Mayor Dave Potter on behalf of the Council thank and honor Doug and Genie Freedman for their service to the community of Carmel-by-the-Sea.

August 2, 2022

_____

Dave Potter, Mayor

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

August 2, 2022
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	July 11, 2022 Special Meeting Minutes, July 12, 2022 Regular Meeting Minutes, and July 13, 2022 Adjourned Regular Meeting Minutes

RECOMMENDATION:

Approve Draft Minutes.

BACKGROUND/SUMMARY:

The City Council routinely approves minutes of its meetings.

FISCAL IMPACT:

None.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

Attachment 1) Draft July 11, 2022 Special Meeting Minutes
Attachment 2) Draft July 12, 2022 Regular Meeting Minutes
Attachment 3) Draft July 13, 2022 Adjourned Regular Meeting Minutes

CITY COUNCIL SPECIAL MEETING
Monday, July 11, 2022

OPEN SESSION
4:30 PM

CALL TO ORDER AND ROLL CALL

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

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

PUBLIC APPEARANCES

None

ORDERS OF BUSINESS

Item 1: **Resolution 2022-053** of the City Council of the City of Carmel-by-the-Sea Proclaiming the Continuing Need to Meet by Teleconference Pursuant to Government Code Section 54953 (e)

Council discussion followed.

On a motion by Mayor Pro Tem Richards and seconded by Council Member Theis, the City Council adopted Resolution 2022-053 of the City Council of the City of Carmel-by-the-Sea proclaiming the continuing need to meet by teleconference pursuant to Government Code Section 54953 (e) by the following roll call vote:

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

CLOSED SESSION

Item A: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4) (One potential case)

Item B: CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6
Agency designated representatives: City Administrator Chip Rerig, Katy Suttorp (Burke, Williams & Sorensen), Brian Uhler, Interim Public Safety Director, Brandon Swanson, Community Planning Building Director, Employee organization: General Employees Unit, an Affiliated Unit of LiUNA; Management Employees Unit, an Affiliated Unit of LiUNA; Police Officers Association (POA); Carmel Fire Ambulance Association

Public Comment: None

Attachment 1

ADJOURNMENT
The City Council adjourned to Closed Session at 4:35 PM.

APPROVED:

_____
Dave Potter, Mayor

ATTEST:

_____
Nova Romero, MMC, City Clerk

CITY COUNCIL REGULAR MEETING
Tuesday, July 12, 2022

TOUR OF INSPECTION

CALL TO ORDER AND ROLL CALL

Mayor Potter called the tour of inspection meeting to order at 3:47 PM.

Present: Council Members Baron, Ferlito, and Mayor Potter.

OPEN SESSION
4:30 PM

CALL TO ORDER AND ROLL CALL

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

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

ADJOURNMENT

The City Council adjourned to Wednesday, July 13 at 5:00 PM, due to an administrative error with the zoom link and password on the agenda.

APPROVED: ATTEST:

_____ _____

Dave Potter, Mayor Nova Romero, MMC, City Clerk

REGULAR MEETING
Wednesday, July 13, 2022

Meeting was adjourned from July 12, 2022 to July 13, 2022 at 5:00 PM due to technical difficulties.

OPEN SESSION
5:00 PM

CALL TO ORDER AND ROLL CALL

Mayor Potter called the meeting to order at 5:00 PM.

Present: Council Members: Baron, Ferlito, Theis, and Mayor Potter

Absent: Mayor Pro Tem Richards

Mayor Potter led the pledge of allegiance.

EXTRAORDINARY BUSINESS

Item A: 2022 CCCE Annual Member Agency Presentation – continued to August

Item B: Presentation on Digitizing and Scanning Records – continued to August

PUBLIC APPEARANCES

The following members of the public spoke:
Beth Bowman
Christine Hollenbeck

ANNOUNCEMENTS

Item A: City Administrator Announcements –

City Administrator Rerig apologized on behalf of staff for the zoom link error on the July 12th agenda. He thanked City Staff for their hard work in putting on the 4th of July event.

Item B: City Attorney Announcements –

Acting City Attorney Stephen McEwen stated that there was no reportable action from the July 11, 2022 Closed Session.

Item C: Council Member Announcements –

Council Member Baron – no announcements.

Council Member Theis – Thanked City Staff for the wonderful Monterey POPS event on the 4th of July, and congratulated Carmel Police Officer Lightfoot on her retirement.

Council Member Ferlito – Thanked City Staff for a great 4th of July event and said she also enjoyed the Monterey POPS concert and congratulated Officer Lightfoot on her retirement.

Mayor Potter – Said he was out of town for the 4th of July but heard the celebration was great and thanked Staff.

CONSENT AGENDA

Item 1: June 6, 2022 Special Meeting Minutes, June 7, 2022 Regular Meeting Minutes, and June 22, 2022 Special Meeting Minutes

Item 2: May 2022 Monthly Reports

Item 3: May 2022 Check Register Summary

Item 4: Resolution 2022-054, superseding Resolution 2021-018 and approving a re-listing of streets to be paved, partially funded by the Road Repair and Accountability Act, and Resolution 2022-060, amending the Fiscal Year 2022/23 Budget/Capital Improvement Plan to correct the Concrete Street Repairs project description and superseding Resolution 2022-039

Item 5: Resolution 2022-055, authorizing the City Administrator to execute three Change Orders with Cal Coast Electric, Inc. for the Park Branch Library Generator Replacement Project in the amount of $19,480

Item 6: Adopt Resolution 2022-056 Authorizing the City Administrator to Execute Amendment No. 1 to a Professional Services Agreement with Municipal Resource Group, LLC for a not-to-exceed amount of Thirty- Nine Thousand, Nine Hundred and Seventy-Five dollars ($39,975) and extending the term through June 30, 2023 for project development consulting services

Item 7: Adopt Resolution 2022-057 Authorizing the City Administrator to Execute Amendment No. 2 to a Professional Services Agreement with Traffic Patterns, LLC for a not-to-exceed amount of $40,000 and extending the term through June 30, 2023 for recruitment consulting services

Item 8: Resolution 2022-058, authorizing the City Administrator to execute a Professional Services Agreement with Wallace Group for Project Management Services for delivery of four Capital Improvement Projects

Item 9: Resolution 2022-059 authorizing the purchase of a RAVO 5E Series electric street sweeper from Municipal Maintenance Equipment in the amount of $563,814

Item 10: Adopt Resolution 2022-062 approving the Memorandum of Understanding (MOU) between the City of Carmel-by-the-Sea and Carmel Fire Ambulance Association for the period July 1, 2022 through June 30, 2023 and authorize the City Administrator to make technical corrections as necessary and execute the Memorandum of Understanding, and authorize and approve the City of Carmel-by-the-Sea pay rates and ranges (salary schedule) for Carmel Fire Ambulance Association classifications as of July 1, 2022

On a motion by Council Member Baron and seconded by Council Member Ferlito, the City Council approved items 1, 2, 3, 5, 6, 7, 8, 9, and 10 on the Consent Agenda by the following roll call vote:

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

Attachment 3

PUBLIC HEARINGS

Item 11: APP 22-208 (Mei) - Consideration of an appeal of a Planning Commission decision to deny an after-the-fact Design Study application DS 22-135 (Mei) for modifications to Design Study approval DS 19-128 (Mei) including a change in roof material, site coverage, elevator mechanical room, door/window modifications, and a rear deck modification for a single-family residence under construction on Santa Rita Street 2 southwest of 5th Avenue in the Single-Family Residential (R-1) District. APN 010-038-002

City Planner Marnie Waffle provided the staff report and responded to Council's questions.

Council took a recess at 5:32 PM and reconvened at 5:37 PM. Council discussion followed.

PUBLIC COMMENT:

Jason Manger spoke on behalf of the applicant.
A neighbor of the applicant spoke in favor of denying the appeal.
Richard Hewitt spoke in favor of denying the appeal.
Karen Gelf spoke in favor of denying the appeal.
Chris Mack spoke in favor of denying the appeal.
Harry Hertz spoke in favor of denying the appeal.
Jason Manger spoke on behalf of the applicant.

Council discussion followed.

On a motion by Council Member Theis, seconded by Council Member Baron, the City Council adopted Resolution No. 2022-061 Denying Appeal Application App 22-208 (Mei) and Upholding the Planning Commission's Decision to Deny Design Study Application DS 22-135 (Mei) for Modifications to Design Study Approval DS 19-128 (Mei), and requiring that the applicant return to the Planning Commission to seek approval for the home located at Santa Rita 2 Southwest of 5th Avenue (APN 010-038-002) for the following: deck roof solution that prohibits access, a composition asphalt shingle roof color that fits into the forest, site coverage be at or below the required square footage, house color(s) be consistent with the forest and neighborhood, and that the applicant be in compliance regarding the trees, and that the correction work be able to commence . Motion carried by the following roll call vote:

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

CLOSED SESSION

City Administrator Rerig announced the closed session items.

Item 12: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4) (One potential case)

Public Comment - None

Attachment 3

ADJOURNMENT

The City Council adjourned to Closed Session at 6:18 PM.

APPROVED:

_____
Dave Potter, Mayor

ATTEST:

_____
Nova Romero, MMC, City Clerk

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

August 2, 2022
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	June 2022 Monthly Reports

RECOMMENDATION:

Review and receive monthly reports.

BACKGROUND/SUMMARY:

This is a monthly series of reports:
1) City Administrator Contract Log (None for June)
2) Community Planning and Building Department Reports
3) Police, Fire, and Ambulance Reports
4) Public Records Act Requests
5) Public Works Department Reports

FISCAL IMPACT:

N/A

PRIOR CITY COUNCIL ACTION:

Monthly review and approval.

ATTACHMENTS:

Attachment 1) City Administrator Contract Log
Attachment 2) Community Planning and Building Department Reports
Attachment 3) Police, Fire, and Ambulance Reports
Attachment 5) Public Works Report for June 2022
Attachment 4) Public Records Act Requests

City Administrator Contract Log
FY 2021-2022

Date entered Into	Contractor	Contract Amount	Purpose
5/24/2022	MUNICIPAL RESOURCES GROUP LLC	$15,000.00	Public Works Assessment and Training
5/20/2022	MORELAND INVESTIGATIONS	$5000 per job	Pre-employment background checks-PD
10/25/2021	TRAFFIC PATTERNS-AMEND 1-May 2022	$24,999.00	Recruitment Services
5/10/2022	ANDY HEATH FIN SERVICES	$20,000.00	Salary survey

Attachment 2

CITY OF CARMEL-BY-THE-SEA
Monthly Report

Community Planning and Building Department

TO:	Honorable Mayor, Council Members, and City Administrator Chip Rerig
SUBMITTED BY:	Leah Young, Administrative Coordinator
SUBMITTED ON:	July 12, 2022
APPROVED BY:	Brandon Swanson, Community Planning and Building Director

JUNE 2022 – DEPARTMENT ACTIVITY REPORT

I. PLANNING PERMIT APPLICATIONS:

In June 2022, **43** planning permit applications were received.

II. BUILDING PERMIT APPLICATIONS:

In June 2022, **39** building permit applications were received.

III. CODE COMPLIANCE CASES:

In June 2022, **30** new code compliance cases were created.

The City's Code Compliance team is pleased to be rolling out an enhanced monthly report providing more detail on Short Term Rental (STR) compliance actions. This report will be included each month moving forward to provide a regular update on the number of STR cases, general location, and the status of compliance efforts for each property. For this initial presentation, the attached report includes all cases from calendar year 2021, as well as all cases for calendar year 2022 to date. Comparing the two years side by side, it is notable that the number of cases opened in the first five months of this year (20 cases) has already nearly doubled the total number of cases in the previous year (11 total). If this trend continues, it is expected that the total cases could eclipse 40, in the 2022 calendar year. Future reports will only provide updates on the current year.

To address this year-over-year increase, the Code Compliance team has implemented an aggressive and consistent standard operating guidance (SOG) to monitor and take action on STR cases. This SOG is included with the monthly report below. In summary, the SOG sets regular days to check for listings, how/when to open cases, and a clear progression of enforcement actions when compliance is not achieved. Ultimately, the SOG culminates in the issuance of an Administrative Citation and fines of up to $1,000 per day if violators do not comply.

Community Planning and Building is also excited to be welcoming a second Code Compliance Coordinator who started in mid-June to fill the position created by Council at the end of 2021. This increased capacity will allow the Village to have regular weekend code compliance coverage for the first time in its history. Doubling the existing team (from 1 to 2) will also ensure more balanced coverage of the commercial and residential zoning districts. On top of increased enforcement of STR regulations, the larger Code

Compliance team will be able to more consistently address things like construction on Sundays, unsafe parking in the residential district, building without permits, and protection of the right of way in the commercial district.

IV. ENCROACHMENT PERMIT APPLICATIONS:

In June 2022, **19** encroachment permit applications were received.

V. YEAR-TO-DATE TRENDS

Table 1 includes the following June 2022 totals: planning and building permit applications, code compliance and transient rental compliance cases, and encroachments. June 2022 totals are provided alongside June 2021 totals for comparison.

Compared to the same time period in the year 2021, Table 1 denotes the following percentage changes in the year 2022:

- Planning Permit Applications – **0.43% decrease**
- Building Permit Applications – **11.22% decrease**
- Code Compliance Cases **– 309.09% increase**
- Transient Rental Compliance Cases – **566.66% increase**
- Encroachment Permit Applications – **11.26% decrease**

Table 1. Permit Application Totals

	PLANNING	BUILDING	CODE COMPLIANCE	TRANSIENT RENTAL COMPLIANCE	ENCROACHMENTS
2021 Totals	231	285	33	3	142
2022 Totals	230	253	135	20	126
% Difference	-0.43%	-11.22%	+309.09%	+566.66%	-11.26%

Planning Permit Report

06/01/2022 - 06/30/2022

Permit #	Permit Type	Project Description	Address/Location	Date Received	Date Approved	Status
22227	Landscape Plan Check/Inspection	General Landscaping per suggestions 15 plants ground cover to reduce sand and dust all over 600 square feet area	25905 Junipero Avenue	7/1/2022		In Review
22226	Design Study	Home Remodel	SE Corner 5th and Torres	6/30/2022		In Review
22225	Design Study	Installation of two swing-gates for driveway and installation of a new side-yard fence on a corner lot.	SW Corner of Guadalupe & 3rd	6/30/2022		In Review
22224	Historic Evaluation	Historic evaluation of residence	Camino Real 3 SW of 4th	6/28/2022		In Review
22223	Design Study	Overlay exisiting redwood siding with James Harie lap siding, blown-in insulation and paint new siding only.	2900 Santa Lucia	6/28/2022		In Review
22222	Historic Evaluation	Historic evaluation	SAN ANTONIO RESIDENCE; NE OF SAN ANTONIO & 4TH AVENUE	6/26/2022		In Review
22221	Design Study	Development of a new two story single family home with an attached one car garage and a junior ADU. New stone patio, driveway, and walkways set on sand. Tree removal. 30% slopes total 905.4 sq.ft. Demolition of an existing one story single family dwelling.	Junipero 3 NE of 12th	6/23/2022		In Review

22220	Historic Evaluation	Remodel and Window Replacement	Fraser Way 2 NE of Camino Real	6/24/2022		In Review
22219	Historic Evaluation	Historic Evaluation	Guadalupe St. 2 northeast of 3rd Avenue	6/23/2022		Corrections Required
22218	Use Permit	Use permit for Guest House	Carpenter 4 NW of 6th	6/21/2022		In Review
22217	Design Study	Build new 294 sf Guest House over existing garage - 2nd floor deck already approved.	Carpenter 4 NW of 6th	6/21/2022		In Review
22216	Design Study	TWO STORY ADDITION AND ADDED ATTACHED GARAGE	Ocean Ave 4 NE of Guadalupe			Closed
22215	Banners	Proposal to use 5 double banners for PacRep presents Mary Poppins at the Outdoor Forest Theater from 8/4/22 - 9/19/22.	Banner poles 1, 2, 5, 9, 10 at Ocean Ave	6/23/2022	6/23/2022	Approved
22214	Mills Act Request	Mills Act Request	SE Corner of San Antonio & 4th	6/22/2022		In Review
22213	Design Study	Replacement of non-conforming front fence with new front fence and driveway gate at heights ranging from 5'3 - 6'.	2nd 3 SE of Carpenter	6/22/2022		In Review
22212	Landscape Plan Check/Inspection	Landscape of public right of way in front of Camino Real 3 SE of Ocean Ave.	Camino Real 3 SE of Ocean Avenue	6/22/2022		In Review
22211	Historic Evaluation	Historical evaluation of (e) SFR		6/21/2022		In Review
22210	Preliminary Site Assessment	Preliminary Site Assessment	Monte Verde 3 NW of 11th	6/21/2022		In Review
22209	Preliminary Site Assessment	580 square foot single-story addition to existing 722 square foot singe-story residence	Santa Rita 5 NW of 4th Ave	6/17/2022		In Review

22208	Appeal	This is an appeal to the denial of DS 22-135.	Santa Rita 2 SW of 5th Ave.	6/17/2022		In Review
22207	Sign	Install one (1) double-sided blade sign	NW corner of 6th Street & San Carlos Street	6/15/2022		In Review
22206	Design Study	Approval of Design Study application DS 22-206 (JNJ Carmel One Trust) authorizes a four-foot grapestake wood fence with cedar palings to match existing; repair of arbor/trellis as needed; new stainless steel gate hardware; and removal of ivy in the front (east) setback at Torres Street 5 SW of Mountain View Avenue in the Single-Family Residential (R-1) District as depicted in the plans prepared by David Petensbrick stamped approved and on file in the Community Planning & Building Department unless modified by the conditions of approval	Torres Street 5 Southwest of Mountain View Avenue	6/14/2022		In Review
22205	Historic Evaluation	Historic Determination	Monte Verde 2 NW of 8th Avenue	6/14/2022		In Review
22204	Mills Act Request	Historic Registry Request and Mills Act Application	0 Vizcaino 12 SW of Mountain View	6/15/2022		In Review
22203	Design Study	4 foot grapestake picket fence in the front setback and side street-facing setback, and a 6 foot grapestake picket fence along partial section of side setback.	SW San Carlos Street & 12th Avenue	6/14/2022	7/7/2022	In Review
22202	Design Study	209 sf addition over (e) garage and 327 sf remodel of master bathroom and laundry. New 106 sf rear exterior deck and stair addition.	Casanova 2 NW of 7th			In Review

22201		VOID - SUBMITTED THROUGH WRONG PORTAL				Closed
22200		VOID - SUBMITTED THROUGH WRONG PORTAL				Closed
22199		VOID - SUBMITTED THROUGH WRONG PORTAL				Closed
22198	Design Study	SAME AS DS 22-159: ADDITION OF 332 S.F. TO AN EXISTING 2,065 S.F. SINGLE-STOREY RESIDENTIAL W/ ATTACHED GARAGE. NO TREE SHALL BE REMOVED & NO CHANGES TO EXISTING LANDSCAPE. PROJECT SHALL COMPLY WITH 2019 CALIFORNIA RESIDENTIAL CODE.	3009 lasuen drive carmel 93923	6/14/2022		In Review
22197	Variance	Full interior / exterior remodel. Addition of 2nd story. Application includes Variance request	0 NW Carpenter at Fourth	6/8/2022		In Review
22196	Business License	New business, owner change, and change of location	Mission Street between 4th and 5th Avenues	6/13/2022	6/22/2022	Approved
22195	Design Study	Interior remodel with exterior updates to include: replace existing siding with new, re-roof and new gutters, new windows & doors (in kind U.N.O.), 1 window & 1 door removal, deck extension at rear, repair and replace failing decks at entry & bedroom 2, removal of excess site coverages, new paver driveway & walkway, fencing replacement (in kind) and relocation back on property where applicable, new exterior light fixtures, and new paint colors.	13th Ave 2 SE Mission St	6/10/2022		In Review

22194	Design Study	Remove existing second story balcony railing. Frame & enclose roof & deck for room addition, total of 128sf.	Guadalupe 6 SE of 7th	6/9/2022		In Review
22193	Design Study	Addition 1 story	Guadalupe St. 2 North East of 3rd Avenue	6/9/2022		In Review
22192	Preliminary Site Assessment	This project is a complete remodel of a modest 2-story white cottage located on a gently sloping double-lot, mid-block on Dolores Street. The remodel includes a new, predominantly single story home, with a limited 2-story bedroom component housed under a gabled roof, replacement of the existing detached garage, and conversion and expansion of an existing storage shed into an ADU.	Dolores Street 3NW of 13th, Carmel-by-the-Sea, CA 93921	6/7/2022		In Review
22191	Design Study	Full interior / exterior remodel. Addition of 2nd story. Application includes Variance request	0 NW Carpenter at Fourth	6/8/2022		In Review
22190	Historic Evaluation	INTERIOR REMODEL (714 SF) INCLUDING NEW MASTER BATH, CONVERT ONE FULL BATH INTO POWDER ROOM, RELOCATE LAUNDRY, RELOCATE ENTRY DOOR, REMOVE AND REPLACE EXTERIOR DOORS AND WINDOWS, REPLACE EXTERIOR SIDING ON MAIN FLOOR, REPLACE EXISTING ROOFING MATERIALS WITH SAME MATERIALS	Camino Real 1 SW of Ocean Ave	6/7/2022		In Review

22189	Design Study	EXTEND (E) 42"H WOOD FENCE ALONG FRONT OF PROPERTY AND INSTALL NEW 42"W WOOD GATE TO MATCH (E). INSTALL NEW 48"H WOOD FENCE & GATE AT SOUTHWEST CORNER OF (E) GARAGE. INSTALL (2) NEW 54"H FENCES W/ 42"W GATES AT THE NORTH AND SOUTH SIDE YARDS OFF OF THE (E) HOUSE. INSTALL NEW BRICK STEPS & WOOD RAILING AT (E) LANDING AT FRONT OF HOUSE. CHANGE PREVIOUSLY APPROVED PAVER PATIO IN THE FRONT YARD TO A NEW DECOMPOSED GRANITE PATIO. NO CHANGES TO SIZE OF DRIVEWAY OR PATIO PROPOSED.	Torres 3 SE of 1st Avenue	6/2/2022		In Review
22188	Design Study	This approval of Design Study (DS 22-188, Smith) authorizes a revision to a previously approved Design Study (DS 20-218, Smith) for the addition of new solid privacy screen wall on the east side of deck approved under DS 20-218. The new privacy wall is proposed to be 5’7” tall at the southeast corner that curves and steps to meet the top of the plate of the existing second floor and will match the existing building finish as depicted in the plans prepared by Adam Jeselnick dated approved by Community Planning & Building Department on June 9, 2022 unless modified by the conditions of approval.	Ocean 2 NW Guadalupe	6/6/2022	6/9/2022	Approved

22187	Banners	Installations of banners along Ocean. Banners are proposed to use all 10 banner poles along Ocean Ave and 2 banner poles at Sunset Center during the following times: November 12, 2022 - November 23, 2022. Feb 11, 2023 - Feb 22, 2023. Mar 11, 2023 - Mar 22, 2023. April 15, 2023 - April 26, 2023. May 13, 2023 - May 24, 2023.	Ocean Ave between Monte Verde & Junipero	6/1/2022		Approved
22186	Design Study	Replacement of seven existing plastic map displays to be replaced with custom wooden map displays located at: Mont Verde/Ocean, Sixth/Lincoln, Ocean/Lincoln, Devendorf Park, Picadilly Park, Sunset Center/San Carlos, and Sunset Center North Lot.		6/1/2022	6/1/2022	Approved
22185	Design Study	Installation of 7 wooden marquees on the Scenic pathway trash enclosures.	Scenic Pathway	6/1/2022	6/1/2022	Approved

Total Records: 43

7/8/2022

Building Permit Report

06/01/2022 - 06/30/2022

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
220253	6/30/2022	6/30/2022	Remove and replace leaking water heater. Install 40 gallon Bradford White water heater. Contact: A&R Plumbing (831) 394-7221	3,000	Plumbing	Casanova 4 SW of 10th
220252	6/30/2022	7/6/2022	Replace existing side fence on south side of property. New fence will be in same style as old fence. Fence will terminate 15' prior to setback, outside of front setback. Fence to be replaced on the property line and be 6' in height at highest point. Contact: Ron Woods (831) 392-5356	0	Exempt Work	Junipero 2 SE of 8th
220251	6/30/2022	6/30/2022	Exploratory demo permit for posts of handrails on second floor deck. Contact: Donna Carano (831) 747-4400	500	Building	San Antonio 5 NE of 11th
220250	6/30/2022		Construction of 2 enclosed outside storage units to be built on west side of (e) home. The structure nearest 5th will be 8'5"x3'x5'. The structure to the south will be 4'5"x3'x5'. The structures will be constructed of wood and will match the exterior of the existing structure. Additionally, an open fence enclosure will be constructed to provide a space that will conceal the trash bins. 8' clearance to the nearest tree and size to be 7'x3'.	0	Exempt Work	SW Corner of Santa Rita & 5th

220249	6/30/2022	6/30/2022	Paint the exterior of the residence. Existing residence is painted white, new color to be white of slightly different shade. Contact: Stocker & Allaire Inc (831) 375-1890	0	Exempt Work	1 Sand & Sea
220248	6/29/2022		Replace Aluminum Windows	4,000	Exempt Work	Santa Fe 3 NW of 5th
220247	6/28/2022	6/29/2022	Addition of a steel hand rail to the sidewalk at the rear of the Forest Theater restrooms in the same style as the existing railings. Walkway to be 48" minimum width and handrail to be between 34" and 38" in height. Contact: Dale Byrne (831) 233-2288	5,000	Building	NE Corner of Santa Rita & Mountain View
220246	6/28/2022		Stone trash enclosure at Scenic near 9th needs to have the height raised approximately 10 inches to screen trash bins from public view. Project will be completed by adding matching granite stones with mortar.	1,500	Building	Scenic & 9th
220245	6/28/2022		Add side fence to yard	3,000	Exempt Work	SW Corner of Guadalupe & 3rd
220244	6/27/2022	6/27/2022	Replacement of sink in-kind. Contact: George Wilson Plumbing (831) 383-8561	2,000	Plumbing	Dolores 4 SE of Ocean
220243	6/24/2022		Remodel of a 138 sq.ft. master bathroom	35,000	Building	San Antonio 2 NE of 9th
220242	6/23/2022		Replace (e) cabinets, countertops, flooring, lighting, fixtures, and appliances. Replace (e) kit window & slider. Contact: Acosta Builders (831) 915-8064	48,300	Building	Carpenter 2 SW of 2nd
220241	6/23/2022		Replace damaged deck. Remove and replace deck structure in-kind, same setbacks and height. Decking to be TimberTech spaced decking from Harvest Collection in color Brownstone.	12,000	Building	1st 2 SW of Dolores

220240	6/23/2022	6/28/2022	Remodel of Lower Floor Bathroom: Remove Existing Toilet, Sink, Shower, Linen Closet Doors and Tile Finishes and Replace "Like for Like" with New Plumbing Fixtures, Linen Closet and Tempered Glass Shower Doors and Tile Finishes.	10,000	Building	SW Corner of Camino Real and 2nd
220239	6/21/2022		New roof mount PV 22 mods 9.35 kW	39,312	Electrical	Crespi 7 SE of Mountain View
220238	6/21/2022	6/24/2022	Paint the house beige/off white to match existing. The door will remain a dark brick-red. The existing faux brick at the entry way is to be painted the same color as the building background color (beige).	15,000	Exempt Work	Carpenter 2 SE of 5th
220237	6/21/2022		Repair Fence - Inkind	500	Exempt Work	Carpenter 2 SE of 5th
220236	6/20/2022	6/21/2022	Remove (e) windows. Install new dual-glazed windows. Remove (e) patio doors. Install new patio doors. Replace exterior trim in-kind. Contact: Alan Unger (831) 406-0387	0	Exempt Work	Junipero 2 SW of 11th
220235	6/20/2022	6/21/2022	Demolition of existing ADU.	6,000	Demolition	9 NW of Ocean on Casanova
220234	6/20/2022	6/20/2022	Replace (e) horizontal waste line under house, tie onto (e) vertical risers. Contact: Wilson's Plumbing (831) 375-4591	7,000	Plumbing	Camino Real 5 SE of 12th
220233	6/20/2022	6/20/2022	Replace single pane steel frame windows with aluminum clad wood windows by Sierra Pacific in color Gull Gray. Contact: Jerry Stepanek (831) 649-4633	0	Exempt Work	NE Corner of Oak Knoll Way & Forest
220232	6/16/2022	6/17/2022	Water repipe, sewer repipe, tankless water heater. Contact: Chris Wilson Plumbing (831) 393-9321	28,066	Plumbing	NW Corner of Santa Fe & 8th
220231	6/15/2022	6/15/2022	Remove and replace a small concrete entry slab that has failed and ponds water in kind. Contact: Noel McNamee (831) 801-8000	0	Exempt Work	Santa Fe 2 NE of Mountain View

220230	6/13/2022		5.600 DC 5.432 AC kW System. 14 Modules and Inverters. Roof: Metal.	22,000	Electrical	San Antonio 3 NE of Ocean
220229			VOID	0		
220228	6/10/2022	6/10/2022	Convert existing interior closet to half bath - as-built. Contact: Jenna Barros (831) 751-2330	2,500	Building	SE Corner of Carpenter & 2nd
220227	6/9/2022		Construction of new detached ADU with mechanical room and storage at the lower level below waterproof terrace.	266,100	Building	Acacia 2 SW of Flanders Way
220226	6/9/2022		Interior work due to fire. Framing, insulation, and sheetrock. Contact: Disaster Kleenup Specialists (831) 899-3938	20,000	Building	NE Corner of San Carlos & 8th
220225	6/9/2022		Partial demo of (e) flagstone concrete patio, installation of (3) 24-36" boulders, a 36" gas BBQ insert with granite countertops, front cabinets, and refrigerator. Installation of gas line to BBQ and firepit, electrical outlet to fridge, 360 sf Kurapia lawn alternative, plants and trees for landscaping, low-water irrigation system, and low voltage lighting.	150,000	Building	Lincoln 2 NW of 10th
220224	6/8/2022	6/8/2022	Replace toilet in guest house with tankless duel flush. Replace water heater with a new 30 gallon tankless water heater. Contact: Tom Compagno (831) 320-9201	5,000	Plumbing	Scenic 6 SE of Ocean
220223	6/8/2022		Install hardie shingle siding straight edge panels in Grey Slate and replace side door to the garage. Contact: KF Construction (831) 236-6871	25,000	Building	Monte Verde 6 SW of 10th
220222	6/7/2022	6/16/2022	Repair of defective retaining wall. Contact: Hastings Construction (831) 620-0920	40,000	Building	San Carlos 3 SE of 7th
220221	6/7/2022	6/7/2022	Remove (e) gray shake roof and replace with new gray Brava Shake cedar roof. Contact: Premo Roofing Co (831) 443-3605	63,780	Building	Casanova 4 NW of Ocean

220220	6/3/2022		Entry/living addition (123 sf.), floor area remodel; kitchen and baths (374 sf), new garage (200sf.), replacing all doors and windows(same size, material), replacing rear stone wall along the property (60 ft. linear), and upper deck/terrace; replacing wood railing to glass, and finish floor.	500,000	Building	Santa Fe 3 NE of Mountain View
220219	6/3/2022	6/3/2022	General maintenance, repair termite damage to roof eaves, install 678sf of tile floor over plywood flooring in guest house. Contact: Tom Compagno (831) 320-9201	0	Exempt Work	Scenic 6 Se of Ocean
220218	6/3/2022	6/7/2022	Replacement of water pump at the artistic water featre adding a waterline with float system to prevent future pump burnout. Water line will run underneath 2' path of pavers. Contact: Green Valley Landscape (831) 393-9100	0	Building	Dolores 2 SW of Ocean
220217	6/2/2022	6/8/2022	Replace 3 existing doors with new doors in-kind. Install new push bar on deck door. Remove 2,200 sf of old redwood deck boards and repalce with new redwood deck boards. Contact: Daniel Morales (650) 619-0050	0	Exempt Work	NW Corner of Junipero & 6th
220216	6/1/2022	6/1/2022	Repair exterior rotted siding and batton boards with same. Contact: GR Construction (831) 383-1018	8,000	Building	Torres 3 NW of 3rd
220215	6/1/2022		Maintenance re-painting of house exterior using exact colors currently present. Contact: JM Brushworks (831) 601-2004	0	Exempt Work	26236 Dolores

Total Records: 39

7/8/2022

Code Compliance Report

06/01/2022 - 06/30/2022

Case #	Case Type:	Status	Location	Problem Description	Date Received	Date Closed
22135	Planning Violation	Open	25905 Junipero	Landscaping with sod without permit	6/30/2022	
22134	Short-term Rental	1st NOV sent	Junipero 2 SE 11th	Transient Rental	6/28/2022	
22133	Short-term Rental	1st NOV sent	Junipero 4 NW of Tenth	Transient Rental	6/27/2022	
22132	Short-term Rental	Closed	24936 Valley Way	Transient Rental	6/24/2022	7/5/2022
22131	Planning Violation	Open	2900 Santa Lucia	Installing siding without Permit	6/24/2022	
22130	Planning/Building Violation	Open	Monte Verde 3 SW of 12th	Driveway/site drainage without permit	6/24/2022	
22129	Right of way Violation	Open	9th 2 NW of Lincoln	ROW landscaping	6/22/2022	
22128	Building Violation	Open	San Antonio 5 SE of 11th	Deck Railing being replaced without permit. Required to be 42" min	5/25/2022	
22127	Building Violation	Open	San Antonio 5 NE of 11th	Deck Railings Replacement without proper permit. 42" height is required.	5/25/2022	
22126	Planning Violation	Open	Junipero 2 SE of 8th	Fence construction/digging without 811	6/22/2022	
22125	Planning Violation	Open	Junipero 2 SW of 8th	Fence construction/root cutting	6/20/2022	
22124	Right of way Violation	Closed	Lincoln SE of 3rd	Portable toilet in ROW	6/20/2022	6/20/2022
22123	Planning Violation	Open	2nd 3 SE of Carpenter	Fence/driveway construction	6/10/2022	
22122	Sign Violation	Open	Ocean SE of Lincoln	Business sign location	6/13/2022	
22121	Right of way Violation	Open	NEC Santa Fe and 3rd	Sign in ROW	6/14/2022	

22120	Business License Violation	Open	San Carlos NW of 6th	Expired license	6/14/2022	
22119	Right of way Violation	Closed	SEC Casanova and 7th	Appliance in the ROW	6/13/2022	6/13/2022
22118	Right of way Violation	Closed	Carmel Beach	Structure on the beach	6/10/2022	6/10/2022
22117	Right of way Violation	Open	Mission SW of 7th	Windows projecting into sidewalk	6/10/2022	
22116	Building Violation	Open	NEC San Carlos and 8th	Construction without permit	6/9/2022	
22115	Right of way Violation	Closed	San Carlos SW of Ocean	Chairs in sidewalk	6/9/2022	6/9/2022
22114	Public Nuisance	Open	NEC N Camino Real and 4th	Uncovered portable toilet		
22113	Right of way Violation	Closed	N Camino Real 4 SW of 2nd	Portable toilet in ROW	6/7/2022	
22112	Storm Water Violation	Closed	Monte Verde W of 5th	Discharge into street	6/7/2022	6/7/2022
22111	Right of way Violation		7th NW of Dolores	Sign in ROW	1/1/1900	6/7/2022
22110	Planning Violation	Open	NWC Casanova and 7th	Landscaping without permit	5/25/2022	
22109	Health and Safety Code Violation	Closed	Junipero NW of 6th	Sewage discharge	6/6/2022	6/6/2022
22108	Right of way Violation	Closed	Ocean NE of Lincoln	Waste in sidewalk	6/3/2022	6/3/2022
22106	Right of way Violation	Closed	San Carlos NW of 11th	Cones in ROW	6/3/2022	6/3/2022
22105	Sign Violation	Closed	NWC of Junipero and 6th	Exterior signage	6/1/2022	6/10/2022

Total Records: 30

7/8/2022

Transient Rental Report

01/01/2021 - 12/31/2021

Case #	Street	Status	Date Received	Last Status Date	Date Closed
21094	Ocean	Closed	11/17/2021		1/18/2022
21086	Lincoln	Closed	10/18/2021		12/1/2021
21085	Junipero	Closed	10/21/2021		12/10/2021
21083	Carmelo	Closed	10/8/2021		1/4/2022
21072	Dolores	Closed	9/3/2021		10/20/2021
21071	San Carlos	Closed	9/1/2021		12/10/2021
21070	Santa Lucia	Closed	9/1/2021		10/20/2021
21069	Lopez	Closed	8/31/2021		11/22/2021
21038	Junipero	Closed	7/20/2021		8/10/2021
21030	7th	Closed	6/23/2021		10/18/2021
21021	Dolores	Closed	3/30/2021		4/30/2021

Total Records: 11

5/31/2022

Transient Rental Report

01/01/2022 - 06/30/2022

Case #	Street	Status	Date Received	Last Status Date	Date Closed
22134	Junipero	Fines administered	6/28/2022	7/8/2022	
22133	Junipero	1st NOV sent	6/27/2022	7/1/2022	
22132	Valley Way	Closed	6/24/2022	7/5/2022	7/5/2022
22103	Dolores	Closed	5/24/2022	5/26/2022	5/26/2022
22098	Santa Rita	1st NOV sent	5/25/2022	6/1/2022	
22097	Carmelo	Closed	5/22/2022	6/21/2022	6/21/2022
22096	Mission	2nd NOV sent	5/22/2022	6/21/2022	
22091	Junipero	Closed	5/15/2022	6/21/2022	6/21/2022
22090	Dolores	2nd NOV sent	5/15/2022	6/15/2022	
22070	Junipero	Closed	4/12/2022	6/24/2022	6/24/2022
22068	N Carmelo	Closed	4/6/2022	5/3/2022	5/3/2022
22067	N San Antonio	Closed	4/5/2022	5/10/2022	5/10/2022
22063	Carmelo	Closed	3/22/2022	5/15/2022	5/15/2022
22062	Casanova	Closed	3/17/2022	3/17/2022	4/20/2022
22042	San Carlos	Closed	2/22/2022	4/5/2022	4/5/2022
22039	Ocean	Closed	2/15/2022	4/4/2022	4/4/2022
22033	Dolores	Closed	2/10/2022	2/10/2022	2/10/2022
22024	Dolores	Closed	2/3/2022	2/10/2022	2/11/2022
22013	Junipero	Closed	2/1/2022	4/11/2022	4/11/2022
22007	Lopez	Closed	1/11/2022	3/15/2022	3/15/2022

Total Records: 20

7/8/2022

City of Carmel-by-the-Sea
Code Compliance Division
Standard Operating Guidance

22-01 Transient Rental Enforcement

Regularly scheduled staff time to search for advertisements (e.g. 10 to 11 Mon, Wed, Fri). Additional staff time scheduled preceding events in the City (e.g. Pro-am, car week).

↓

Potential violation* identified (via HostCompliance, complaints, observations or follow-up dates).

↓

An iWorq case is created/updated.

↓

Potential violation investigated and verified (confirm address, corroborating details, etc.).

No Violation	First Violation	Second Violation	Continued Violation
iWorq case closed	Send 1st NOV letter**	Send 2nd NOV letter	Send citation(s)***
	Add to Active STR List	Contact owner directly	Refer to City attorney
	Set follow-up date	Set follow-up date	Administration notified
	Document in iWorq	Document in iWorq	Set follow-up date
			Document in iWorq

* Violations can be for renting (CMC 17.08.060) or advertising (CMC 17.28.040).

** NOV letter contains order to cease further advertisements and to cancel any violating bookings.

*** $1000 per day per violation (renting/advertising).

Encroachment Permit Report

06/01/2022 - 06/30/2022

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
220128	Temp Ench	6/30/2022	Replace approx 20' of sewer lateral from cleanout to street. Approx 3' deep. Contact: Chris Wilson Plumbing & Heating (831) 393-9321	Casanova 2 NE of 11th	7/1/2022	Issued
220127	Driveway	6/30/2022	Install strip drain in front of garage doors to prevent flooding and remove & replace asphalt section of driveway in front of garage doors, approx 17'x18'. Contact: Jim Young Masonry (831) 601-6537	Monte Verde 3 SW of 12th		In Review
220126	Temp Ench	6/29/2022	Excavate two 4'x4' pits in the street and one 3'x3' pit in the sidewalk to install a 1" water service. CONDITION: WORK TO BE COMPLETED BY 7/31 DUE TO REPAVING PROJECT. Contact: West Valley Construction (408) 640-8913	Junipero 70' South of 3rd	6/30/2022	Approved
220125	Temp Ench	6/22/2022	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Lobos 2 SW of Valley Way	6/30/2022	Issued
220124	Temp Ench	6/21/2022	Water service renewal/upgrade for fire protection	Torres 3 SE of 1st		In Review
220123	Temp Ench	6/21/2022	Applicant to trench, backfill & install electric substructures. PG&E to design & construct underground service to panel. PG&E to trench for box replacement. PG&E to remove existing overhead transformer, install new overhead transformer and replace secondary enclosure. CONDITION: WORK MUST BE COMPLETED BEFORE 7/31/22. Contact: PG&E (408) 478-1894	NE Corner of Ocean & San Antonio	7/6/2022	Issued
220122	Temp Ench	6/21/2022	Sewer lateral replacement, installation of SRV & BWV. Contact: Easy Drains Plumbing (831) 521-6882	San Carlos 5 SW of 13th	6/22/2022	Issued

220121	Temp Ench	6/17/2022	Excavate and repair a section of the sewer lateral located in the sidewalk area. Provide and install two-way clean-out. Repour the area of sidewalk that was removed. CONDITION: SIDEWALK COLOR MUST MATCH EXISTING CONCRETE. Contact: 831 Septic Services (831) 917-6924	NW Corner of Ocean & San Carlos	6/22/2022	Issued
220120	Temp Ench	6/15/2022	4'x4' asphalt patch for CalAm, Job #1085. Contact: Coastal Paving & Excavating (831) 262-1425	Lincoln 4 SE of 1st	6/21/2022	Issued
220119	Temp Ench	6/10/2022	Replace sewer lateral using trenchless system. Contact: Edgar's Plumbing (831) 601-5557	13th 2 SE of Lincoln	6/21/2022	Issued
220118	Driveway	6/10/2022	Remove existing driveway, remove cypress tree under separate permit, and install new paver driveway in Quarrystone Cameron Cream color. Contact: Stowe Contracting (831) 884-0732	Casanova 5 SW of 13th		In Review
220117	Temp Ench	6/8/2022	Placement of storage POD infront of property for 13 days. Pod to be 16'x8'x8'. CONDITION: POD BE PLACED SOUTH OF THE FIRE HYDRANT FOR EMERGENCY ACCESS. Contact: Jonathan Llovio	Monte Verde 3 NE of Santa Lucia	6/9/2022	Issued
220116	Temp Ench	6/8/2022	Sewer lateral replacement. Contact: Easy Drains Plumbing (831) 521-6882	Casanova 2 SE of 11th	6/8/2022	Issued
220115	Temp Ench	6/8/2022	Sewer lateral replacement. CONDITIONS: "ROAD CLOSED AHEAD" SIGN WILL BE NEEDED AT MONTE VERDE & 11TH. Contact: Easy Drains Plumbing (831) 521-6882	Monte Verde 3 NW of 11th	6/8/2022	Issued
220114	Temp Ench	6/7/2022	Secure lid and add missing hardware to rectify customer complaint. Contact: PG&E (831) 713-6019	Intersection of Monte Verde & 7th	6/7/2022	Issued
220113	Temp Ench	6/7/2022	Replace 60' of sewer line 9' deep at the street. Install clean out and back water valve. Contact: Chris Wilson Plumbing & Heating (831) 624-2248	Lincoln 4 NE of 13th	6/9/2022	Issued
220112	Temp Ench	6/7/2022	Replace sewer lateral from house to City main on San Antonio. Dig 7x7x7 bell hole in street after tie-in, back fill, replace asphalt with hot mix. Contact: ACME Plumbing (831) 422-2311	Carmelo 5 NW of Ocean	6/7/2022	Issued

220111	Temp Ench	6/7/2022	Sewer spot repair on Scenic, blocking three parking spots. Hand dig and backhoe to excavate and expose root intrusion in clay pipes and repair as necessary. Contact: Wilsons Plumbing (831) 375-4591	San Antonio 3 SW of 12th		In Review
220110	Temp Ench	6/2/2022	Close sidewalk to accommodate for roofing project. CONDITION: SIDEWALK CLOSED AHEAD SIGNS WILL BE NEEDED AT EACH CORNER AND SIDEWALK CLOSED SIGNS NEAR THE PROJECT. Contact: Coast Custom Roofing (831) 578-9436	SE Corner of Ocean & Lincoln	6/2/2022	Issued

Total Records: 19

7/8/2022

CITY OF CARMEL-BY-THE-SEA
Monthly Report
June 2022

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	**Alan Ward, Public Safety Director**
SUBMITTED DATE:	July 22, 2022
APPROVED BY:	Chip Rerig, City Administrator

AMBULANCE REPORT

Summary of Carmel Fire Ambulance September 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 June 2022 the ambulance met the performance measure. The response time was 97.30% with (1) code-3 call over 5 minutes.

39 Calls for service in CBTS Average response time: 2:53 min.

37 Code 3 calls for service –One call was over 5:00 min. with a 2:50 min average response.

06/07/22; 2:13 am; (5:24 min); 1st Ave /San Carlos St

MONTEREY FIRE REPORT

Summary of Monterey Fire September 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 June 2022 the fire department was not able to meet the performance measure. The response time was 88.89% with (1) code-3 calls over 5 minutes.

13 total calls for service in CBTS Average response time: 3:06 min.

9 total Code-3 calls – One call over 5:00 min.

06/30/22; 2:04 pm; (5:13 min); Santé Fe St / 4th Ave

BEACH FIRES

There were 16 illegal beach fires recorded during the month of June 20/22.

CITY OF CARMEL-BY-THE-SEA
Monthly Report

Public Works Department Report
June 2022

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert M. Harary, P.E., Director of Public Works
SUBMITTED ON:	July 5, 2022
APPROVED BY:	Chip Rerig, City Administrator

City Council Special Meeting of June 6, 2022

- Adopted Resolution 2022-045, awarding a Professional Services Agreement to Pureserve Building Services to provide janitorial services for three fiscal years with a FY 2022/23 budget of $263,696.
- Adopted Resolution 2022-046, approving funding/reimbursement agreements with the Transportation Agency of Monterey County for the Pavement Management Program Update for $18,070.
- Adopted Resolution 2022-051, approving the purchase of a lighting box truss system for the Forest Theater from Stages Unlimited for $53,673.
- Authorized a letter to Monterey County Environmental Health for the Used Oil Payment Program.

City Council Meeting of June 7, 2022

- Received a presentation on the draft Climate Adaptation Plan and Climate Action Plan, and provided feedback to staff.
- Adopted Resolution 2022-048, approving a Public Works Operating Budget for FY 2022/23 of $4.23M and 22 FTE staff positions, and approving 25 new Capital Improvement Projects valued at $5.03M.
- Adopted Resolution 2022-050, approving a fee increase of 2.14% to GreenWaste Recovery and an Amendment to a Memorandum of Understanding with Monterey Regional Waste Management District.

Forest and Beach Commission Meeting of June 9, 2022

- Conducted a Tour of Inspection of Forest Hill Park, and at the meeting, approved construction of a split rail fence along Mission Street to prevent embankment erosion and installation of a new Playground Rules sign. Also suggested that rusted elements of the play structure be replaced individually, rather than purchasing an entirely new play structure with a budget of $70,000. In addition, Commission requested staff to consider leveling out a play field, south of the restroom, for Youth Center children.
- Forester's Report included discussion of the landmark coast live oak in the southwest corner of Devendorf Park, which had a branch pulled off by a truck. The claim against the trucking company will include an assessed $25,900 decrease in the value of the tree, and the cost of the consultant arborist and pruning contractor, and City staff time.

Climate Committee Meeting of June 16, 2022

- Reviewed comments received following presentations of the draft Climate Adaptation and Climate Action Plans from the Planning Commission on May 11th, Forest & Beach Commission on May 12th, City Council on June 7th, and at two development workshops and a community meeting. Committee agreed to make certain changes in the Plans and incorporate all comments in the public outreach section.
- Discussed the Committee's upcoming role of overseeing the Coastal Engineering Study as requested by the City Council.

Public Works Department Report – June 2022

Public Works Administration

- Central Coast Community Energy (3CE) awarded the City a $250,000 grant towards the purchase of an electric street sweeper. 3CE member agency services manager noted that the City submitted the "best" application.
- Held the deferred annual Public Works Week barbeque celebration.
- Met with City Attorney's office to discuss prevailing wage regulations associated with volunteer projects, including for the Scout House Renovation Project.
- Interviewed one Project Manager finalist and performing background check.
- Posted the Senior Maintenance Worker/Forestry position for internal promotion opportunity.
- Posted the Maintenance Worker position.

Carmel Cares

- Completed the installation of seven new map display cases around downtown.
- Working with Community Planning and Building, Police, and Public Works Departments, rectified prior confusing messages, and created and posted new Beach Fire Rules signs along beach access points.
- Installed larger, Carmel Stone edging around a planting bed on the Scenic Pathway near the intersection of Thirteenth Avenue. The new edging will be reviewed by the Forest and Beach Commission at the July Tour of Inspection. This is a pilot project for the Commission's consideration. At the meeting, Camel Care's Dale Byrne will comment about the objective of the proposed upgraded edging and seek consent to continue to improve additional planter beds.
- Fabricated a high-quality housing unit for the backflow assembly in front of Public Works.
- Realigned a sharp planter wall into a curved wall in the Forest Theater parking lot.
- Requested permits for Forest Theater upgrades including an ADA-compliant guardrail along the new sidewalk behind the restrooms and raising the masonry walls around the trash enclosure.
- Continued to improve the Scenic Pathway and Forest Theater, and maintain Vista Lobos Park, Sunset Center grounds, and numerous landscaped medians.

Environmental Programs

- MEarth student volunteers removed invasive species at the North Dunes Habitat Restoration area.
- Completed a public service announcement regarding proper recycling to protect Carmel Beach and submitted for airing on local television.
- Environmental Administrative Technician inspected restaurants to ensure compliance with state stormwater management best practices, allowing this work to now be performed in-house.
- Conducted annual hazardous materials and water quality training programs for Public Works and the Fire Departments.

Facility Maintenance

- Vendor completed 5-year termite inspections for most City buildings and non-structural treatment applications.
- Vendor repaired and upgraded the water fountain at Piccadilly Park.
- Vendor replaced the custom broken windows at the Harrison Memorial Library.
- Vendor re-stained the Scenic Restroom mahogany door, and repaired and painted rusty door frames.
- Evaluated propane options for the existing Forest Theater fire pits, which were not recommended by the Fire Chief. A natural gas connection to the fire pits may be considered as a future year CIP project.
- Sought quotes from contractors to renovate the outdated Environmental and Forestry wing of the Public Works front office.

Project Management (CIP)

- Protective bollards were installed around the WWI Memorial Arch as permitted.
- Received and checked 90% design plans for three drainage projects in Mission Trail Nature Preserve near Rio Road.

- Selected Wallace Group to provide Project Management Services for four CIP Projects: Drainage System Repairs, Concrete Street Repairs, MTNP Well, Tank, and Pump House Removals, and Wayfinding Signs. Prepared a Professional Services Agreement on the July 12th Council Agenda.
- Selected Ausonio, Inc. to provide Project Management Services for nine facility renovation-related CIP Projects. Currently preparing a Professional Services Agreement.
- M3 conducted lead and asbestos hazardous materials testing for the exterior and interior paint at the Harrison Memorial Library. Asbestos was not found, but lead was noted in both locations.
- Tentatively selected and met with a geotechnical/coastal engineering consultant for the Coastal Engineering Study/Beach Sand Survey. Looking at supplementing the engineering firm to meet the project objectives noted in the Climate Adaptation Plan.

Street Maintenance

- Coordinating with Police, converted the Junipero Street/Seventh Avenue intersection to all-way stop control. Project included a new crosswalk at the south leg of the intersection across Junipero.
- Repaired split rail fencing on Junipero, between Ocean and Seventh Avenues, to prevent jaywalking.
- Repaired split rail fencing at the dead end of First Avenue, west of Torres Street.
- The Police/Public Works generator passed the annual inspection by Monterey County Environmental Health Department who noted our generator maintenance documentation was “perfect.”
- Met with PG&E regarding their Electric Vehicle Fleet Program and the City’s EV charging station expansion program.
- Repaired uplifts along the Fourth Avenue Boardwalk.
- Continued the annual Traffic Painting Program completing green curbs in June.
- Started concrete repairs around Sunset Center.

Forestry Parks and Beach Report (Forester’s Report)

- The Scenic Pathway Bench Survey was posted online on three websites, available for pickup at City Hall and Carmel Foundation, and handed out by Forest and Beach Commissioners at the Post Office and Scenic Pathway.
- Selected Davey Resources Group to prepare the Forest Management Plan. Currently preparing a Professional Services Agreement.
- Installed the Playground Rules sign at Forest Hill Park.
- First Murphy Park was deep-cleaned, and landscape improvements were made.
- Three gophers and a mole were removed from Devendorf Park.
- Forestry crews continued to eradicate weeds and remove dead/hazardous trees and limbs.

. Private and Development Activities

2022 Permitted Removals and Required Planting

	Removals	Plant Upper	Plant Lower	No room for New Tree	Meets Density Recommendation	Total Number of Trees Required
January	2	1	1	0	0	2
February	14	4	5	0	3	9
March	13	4	4	0	4	8
April	7	2	5	3	2	7
May	19	8	4	3	4	12
June	**11**	**3**	**1**	**0**	**6**	**4**
July						
August						
September						
October						

Public Works Department Report – June 2022

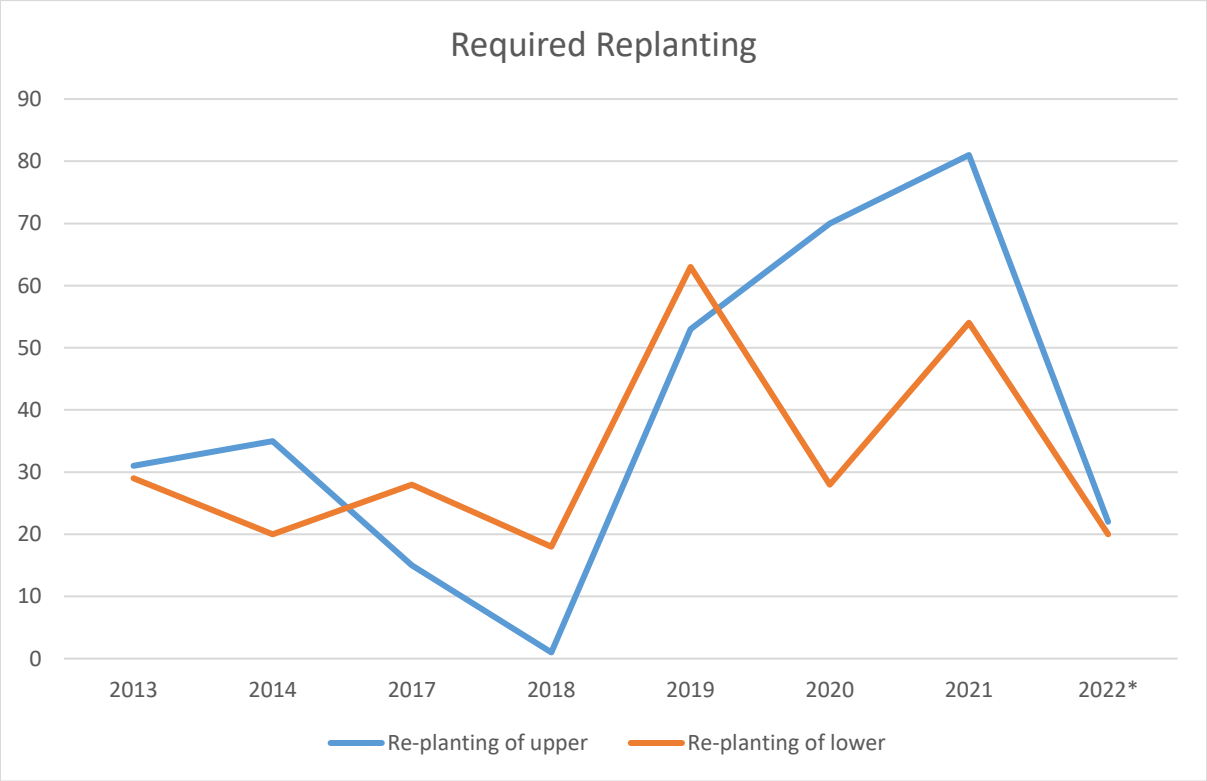
November						
December						
2022 Totals	**66**	**22**	**20**	**6**	**19**	**42**

Historic Permitted Removals and Required Planting

	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%

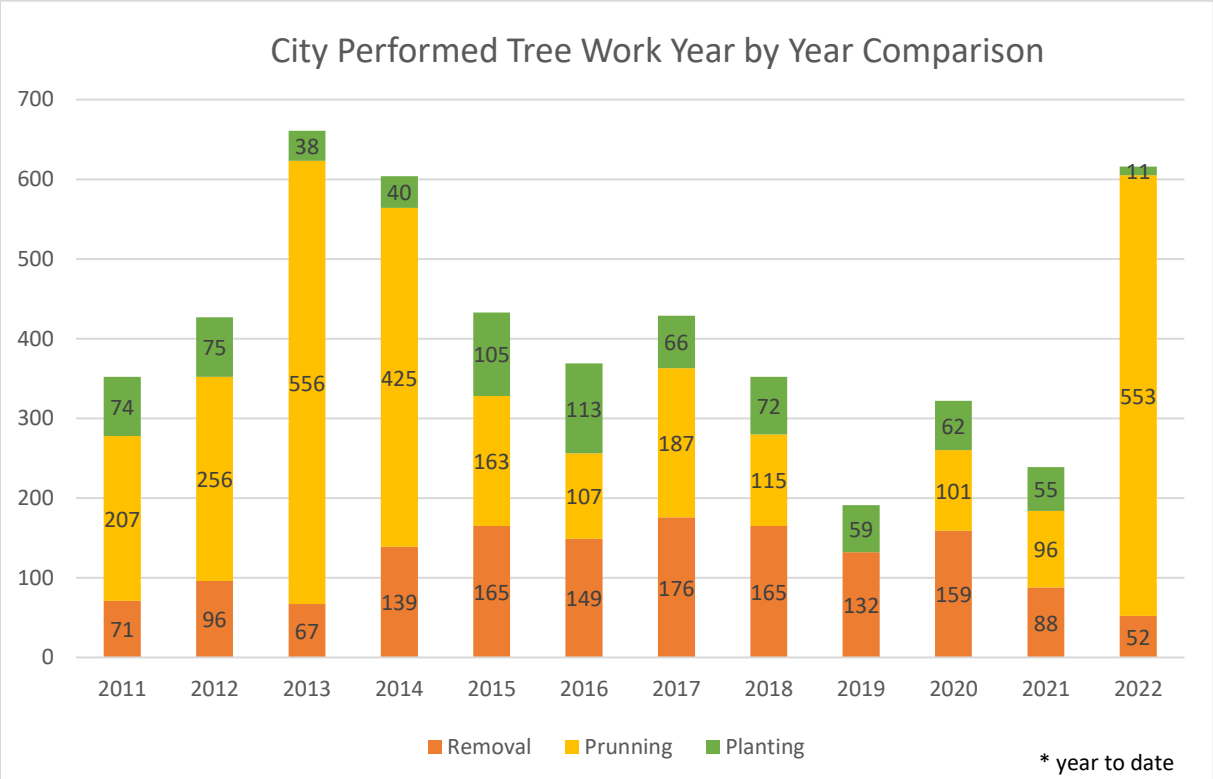
	Permitted removals	Removal of upper	Removal of lower	Replanting Required	Replanting of upper	Replanting of lower	Replanting %	Applications processed
2021	204	81	123	135	81	54	66.18%	213
2022*	**66**	**28**	**37**	**42**	**22**	**20**	**63.64%**	**89**

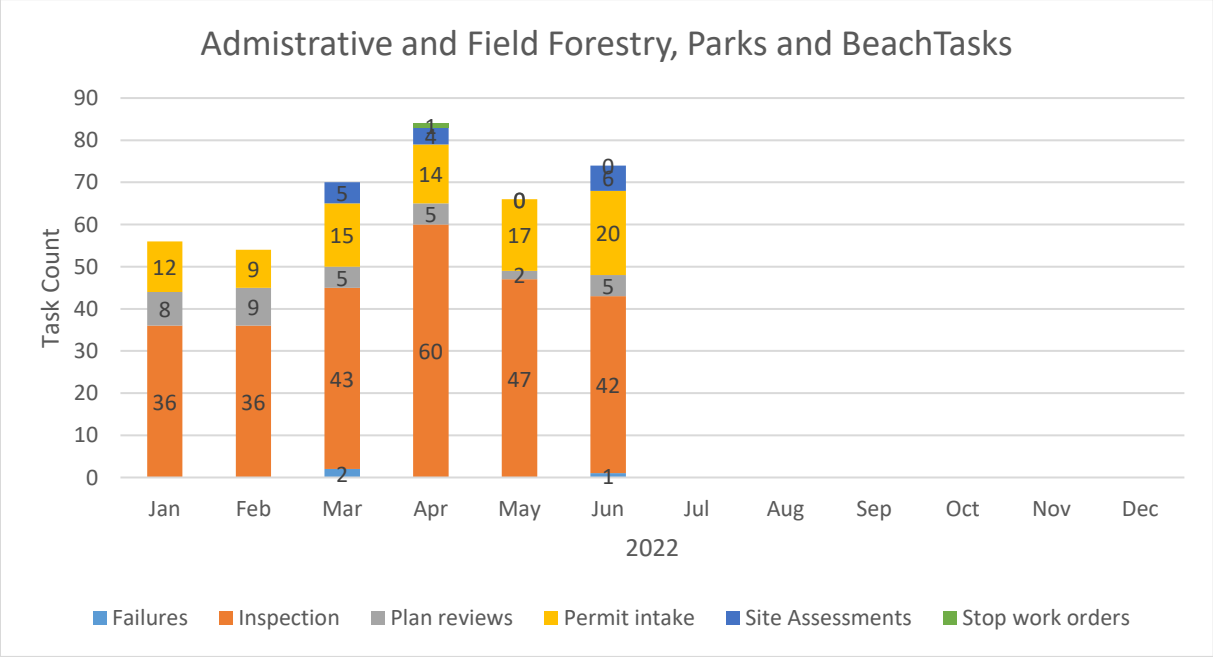
*year to date



Public Works Department Report – June 2022

City Forestry, Parks, and Beach Activities





Request Number	Date Requested	10-day due date	Records Requested	Requestor	Date completed	Notes
2022-027	6/15/2022	6/25/2022	Any and all written communication on any and all planning, building or other applications, appeals, or modification related to the property located at the North East Corner of San Antonio and Ocean Avenue, APN 010-253-009. Including, but not limited to any correspondence, meeting notes, or other documents between, with, or related to any comments, emails, calls, or meetings with the owner(s) of neighboring properties or their architects, attorneys, or agents, or other individuals or organizations purported to represent their interests or making enquiries about the subject property.	Malone Hodges	6/15/2022	
2022-028	6/20/2022	6/30/2022	any open or outstanding building, fire, and/or life safety code violations for this property: Carmel Rancho Shopping Center, 26135 Carmel Rancho Boulevard, Carmel-By-The-Sea, CA 93923	Christopher Conrey	6/20/2022	location out of jurisdiction/no responsive records
2022-029	6/21/2022	7/1/2022	Please send me a recording of the interview you and/or any other officer did with the Carmel Pine Cone, between July 3rd and July 10th, 2020 regarding the "beach closure", and any other paper, email correspondence, fax, etc. for communicating with the press regarding the same issue during the same time period.	Theresa Buccola	6/23/2022	
2022-030	6/27/2022	7/7/2022	The residential property lot line for the Southwest Corner of 8th Avenue and Junipero Avenue. The "2nd lot", to see where his property lines are located.	John Thompson	6/28/2022 - Pending response from requestor	left message on 6/28 & 7/7 that records are ready to inspect at City Hall
2022-031	6/29/2022	7/9/2022	an electronic copy of all payment transactions for fiscal year 2021	Ana Ghislandi, American Transparency	6/30/2022	referred to packets on the website

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
2022-0001	06/07 mw	6/17/2022		6/10 DA	Mary Brown	734-718-7245	CG2200189	completed	6/10 DA
2022-0002	6/1 DA	6/10/2022		6/10 DA	Norman Rial		CG2200202	completed	6/10 DA emailed
2022-0003	06/15 mw	25-Jun		6/23/2022	Melissa Gore	831-236-8096	CG2200199	Denied	denial letter mailed 6/23
2022-0004	6/23 DA	3-Jul		6/23 DA	Metropolitan Reporting Bureau		CA2200257	completed	mailed by DA 6/24
2022-0005	6/23 DA	3-Jul		23-Jun	Lexis Nexis		2203292	Denied	not our report/CHP
2022-0006	6/9/2022	9/19/2022		6/24/22 DA	Scott Ferguson		UCR 16-21	completed	emailed by DA

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

August 2, 2022
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Maxine Gullo, Ass't. City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	June 2022 Check Register Summary

RECOMMENDATION:

Approve the check register for June 2022.

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 June.

FISCAL IMPACT:

The check register summary for June 2022 totals $1,260,272.82.

PRIOR CITY COUNCIL ACTION:

Council ratified the May 2022 check register at its July 13th adjourned regular meeting.

ATTACHMENTS:

Attachment 1) June 2022 check register

June 2022 Check Register

Attachment 1

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 000 Marketing & Economic Development				
49125	Visit Carmel	CRID remittance for Jan-Mar 2022	06/03/2022	57,102.35
49210	MCCVB	Mar-Apr 2022 TID remittance	06/25/2022	53,592.66
49218	Visit Carmel	Mar-Apr 2022 CHID remittance	06/25/2022	263,890.93
		Total for Department: 000 Marketing & Economic Developme		374,585.94
Department: 110 City Council				
49164	Peninsula Messenger LLC	Mail service:sorting and delivery FY 2021-22	06/10/2022	4,464.00
		Total for Department: 110 City Council		4,464.00
Department: 111 City Administration				
49098	Alhambra	Water service City Hall	06/03/2022	175.29
49099	Amazon Web Services Inc	Data and cloud storage fees	06/03/2022	894.29
49100	Andy Heath Financial Services	Consultant services:Salary study	06/03/2022	10,295.00
49101	AT&T	Telephone service citywide FY 2021-22	06/03/2022	2,890.04
49104	Carmel Pine Cone	Legal noticing	06/03/2022	480.00
49106	Comcast	City Hall business cable services	06/03/2022	73.31
49108	Corbin Willits System	MOM Financial system FY 2021-22	06/03/2022	720.79
49111	Hinderliter, De Llamas & Associates	Sales/transaction tax auditing services	06/03/2022	1,487.29
49112	Image Sales	Employee ID Badges	06/03/2022	34.78
49119	Pitney Bowes Inc. Supplies	Postage meter supplies	06/03/2022	158.76
49120	Robert Half	Temporary help services	06/03/2022	4,560.00
49122	Traffic Patterns	Recruitment services, NEOGOV implementatior	06/03/2022	5,018.75
49124	Verizon Wireless	Cell phone usage and phone purchases	06/03/2022	964.12
49126	Wageworks,Inc	Healthcare monthly Admin and Compliance Fee	06/03/2022	150.00
49139	American Lock & Key	Lactation room locks	06/10/2022	174.80
49143	Bob Murray & Associates	Executive recruitment services	06/10/2022	9,865.97
49153	Hinderliter, De Llamas & Associates	Sales/transaction tax auditing services	06/10/2022	600.00
49154	Image Sales	Employee ID Badges	06/10/2022	58.94
49155	Iron Mountain	Records storage	06/10/2022	1,469.29
49166	Pitney Bowes Global Fin S	Postage meter lease	06/10/2022	836.55
49167	Robert Half	Temporary Payroll help services	06/10/2022	3,648.00
49175	T-Mobile	Monthly cell service and purchases	06/10/2022	1,463.54
49177	US Bank	Decorations for Employee appreciation lunch	06/10/2022	31.66
49195	Alhambra	Water service City Hall	06/25/2022	168.58
49198	Andy Heath Financial Services	Consultant services:Salary study	06/25/2022	1,595.00
49199	Anna Aubuchon	Replenish Petty Cash-City Hall:Postage	06/25/2022	105.84
49202	City of Foster City	Calopps Recruitment services	06/25/2022	3,120.00
49205	Ergovera	Onsite Ergonomic Evaluations	06/25/2022	1,460.62
49208	Image Sales	Employee ID Badges	06/25/2022	46.66
49211	Office Depot, Inc.	Business office supplies-Adm and Finance	06/25/2022	212.53
49212	Robert Half	Temporary Payroll help services	06/25/2022	4,560.00
49219	Wageworks,Inc	Healthcare benefit plan & monthly Complance F	06/25/2022	150.00
49221	Zoom Imaging Solutions, Imc.	Business office copier usage fees	06/25/2022	351.41
49271	Carmel Pine Cone	Legal noticing	06/28/2022	827.50
49273	Comcast Business	NonCNGEN internet and recurring charges	06/28/2022	644.82
49274	CPS HR Consulting	HR support	06/28/2022	1,068.75
49279	Digital Deployment	Website support: Maint, training, security & upd	06/28/2022	700.00
49281	Image Sales	Employee ID Badges	06/28/2022	23.17
49287	Robert Half	Temporary Payroll help services	06/28/2022	4,560.00
49289	Sprint	Cell service fees, usage and purchases	06/28/2022	29.99
49291	Toshiba Financial Service	Copier contract Admin	06/28/2022	373.06
49294	US Bank	IT telephone expense	06/28/2022	3,837.84
49298	Zoom Imaging Solutions, Imc.	Admin/Finance Copier usage fees FY 2021-22	06/28/2022	653.46
49320	US Bank	Supplies & Furnishings Lactation Rm	06/28/2022	943.48
		Total for Department: 111 City Administration		71,483.88

June 2022 Check Register

Attachment 1

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 112 City Attorney				
49142	Best Best & Krieger, Attorney At Law	Legal services:Telemcommuncations issue-Ver	06/10/2022	19,456.50
49171	Sloan Sakai Yeong & Wong	Legal services FY2021-22	06/10/2022	1,495.00
49268	Burke,Williams & Sorensen, LLP	City attorney general services for April 2022	06/28/2022	38,181.62
49288	Sloan Sakai Yeong & Wong	Legal services FY2021-22	06/28/2022	1,201.00
		Total for Department: 112 City Attorney		60,334.12
Department: 115 Community Planning & Building				
49145	Caltronics/J.J.R Enterprises. Inc	Drum replacement and copy machine maintena	06/10/2022	2,396.14
49148	De Lage Landen Financial	PBD copier usage	06/10/2022	212.22
49162	Office Depot, Inc.	Office Supplies	06/10/2022	385.07
49170	Signworks Inc	Farmers Market Banner	06/10/2022	158.57
49172	SyTech Solutions	CCBTS.0001-2.3665 (Historic Property Files)	06/10/2022	10,643.38
49176	Universal Staffing Inc	Temporary staffing services	06/10/2022	1,580.04
49177	US Bank	New employee lunch meeting: Brandon S. & Du	06/10/2022	1,356.63
49199	Anna Aubuchon	Replenish Petty Cash-City Hall:CPB deed filing	06/25/2022	6.00
49215	Universal Staffing Inc	Temporary staffing services	06/25/2022	1,203.84
49222	Caltronics/J.J.R Enterprises. Inc	Toner	06/26/2022	277.94
49223	Carmel Towing & Garage	Blanket PO for Building Official Fuel	06/26/2022	113.97
49224	De Lage Landen Financial	PBD copier usage	06/26/2022	212.22
49228	Pictometry International Corp	Scanning/Digitizing property files	06/26/2022	1,070.65
49229	Ryan Ranch Printers	Property Report Booklets	06/26/2022	655.92
49230	SyTech Solutions	Scan/Digitize property files	06/26/2022	21,603.91
49231	West Coast Signings	Notary services	06/26/2022	150.00
49232	Winter and Company	Design Traditions 1.5 Project	06/26/2022	54,618.00
49248	FedEx	Shipping Fees - Volume Study	06/28/2022	14.26
49249	I.A.M.P	Design Traditions 1.5 Project	06/28/2022	1,764.36
49263	ECS Imaging, Inc	LF Avante Web Dist Portal - 5 users	06/28/2022	800.00
49275	CSG Consultants, Inc.	Building plan review services	06/28/2022	6,853.17
49294	US Bank	Memberships J Laurie	06/28/2022	660.00
		Total for Department: 115 Community Planning & Building		106,736.29
Department: 116 Police				
49098	Alhambra	Water service Police Dept	06/03/2022	271.02
49103	Caltronics/J.J.R Enterprises. Inc	Police Dept copies usage fees	06/03/2022	156.81
49106	Comcast	Police Dept cable services	06/03/2022	243.18
49107	Community Hospital of the Monterey Peninsula	Testing services Police Dept	06/03/2022	54.00
49115	Monterey County Sheriff-Coroner	FY 2021-22 Criminal Justice Information Systen	06/03/2022	20,277.55
49116	Office Depot, Inc.	Office supplies - PD	06/03/2022	126.68
49121	T2 Systems Canada Inc.	Mail letter services - Ground	06/03/2022	12.90
49147	Carmel Towing & Garage	PD-Fuel purchases	06/10/2022	5,412.36
49160	Monterey County Animal Services	Animal control services	06/10/2022	160.00
49163	Pacific Gas & Electric	Video cameras citywide	06/10/2022	224.31
49196	Allied Universal	Beach patrol	06/25/2022	2,257.08
49197	American Messaging	Services FY 2021-22:PgCopy Followers Cell	06/25/2022	2.70
49203	County of Monterey IT Dept	Police Dept:Cellular access/telephone calling ar	06/25/2022	12,460.48
49204	Dooley Enterprises, Inc	Ammunition purchase	06/25/2022	4,832.74
49206	Federico's Embroidery	CERT program jackets and embroidery	06/25/2022	971.55
49213	T2 Systems Canada Inc.	Digital Services - Overnight	06/25/2022	75.00
49216	US Bank	PD travel, lodging, training, operating supplies &	06/25/2022	3,904.01
49267	Allied Universal	Beach patrol 5/20/22-5/26/22	06/28/2022	1,128.54
49269	Business Radio Licensing	Radio licensing PD renewal	06/28/2022	110.00
49272	Comcast	Police Dept cable services	06/28/2022	55.58
49276	Cypress Coast Ford/Lincoln	PD vehicle repairs	06/28/2022	1,222.30
49277	De Lage Landen Financial	Police Dept Copier maint-service contract	06/28/2022	161.70
49278	Department of Justice/Accounting Office	Fingerprinting services	06/28/2022	96.00
49280	HCI Environmental & Engineering Service	Annual lead remediation and cleaning of indoor	06/28/2022	22,376.50
49282	Michael Bruno	Reimburse for Seminar 5/22/22	06/28/2022	95.07
49284	MP Express Printing	1000 business cards	06/28/2022	840.17
49290	Summit Uniforms	Specialty uniform expense	06/28/2022	1,182.34
49292	Transunion Risk & Alterna	Investigative services for PD-Monthly fee	06/28/2022	75.00

June 2022 Check Register

Attachment 1

Check No.	Vendor/Employee	Transaction Description	Date	Amount
49293	Uretsky Security	Background checks for PD	06/28/2022	1,300.00
49294	US Bank	Sniper Training: Registration & on-site refreshm	06/28/2022	1,577.10
49295	Veritas CVSA Truth Verification Services	Professional services PD	06/28/2022	350.00
		Total for Department: 116 Police		82,012.67

Department: 117 Fire

49105	City Of Monterey	FY 21-22 Fire Contract monthly charges	06/03/2022	222,578.82
49113	Mission Linen Service	Laundry service	06/03/2022	242.18
49124	Verizon Wireless	Fire Dept:Machine to machine activity	06/03/2022	14.04
49145	Caltronics/J.J.R Enterprises. Inc	Fire Dept copier usage	06/10/2022	15.47
49147	Carmel Towing & Garage	Fire gas expense	06/10/2022	937.56
49201	Caltronics/J.J.R Enterprises. Inc	Fire Dept copier usage	06/25/2022	14.45
49203	County of Monterey IT Dept	Fire Dept:Cellular access/telephone calling and	06/25/2022	260.16
49207	First Alarm	Alarm services Carmel Fire Station	06/25/2022	289.44
49209	Mission Linen Service	Laundry service	06/25/2022	256.56
49217	Verizon Wireless	Fire Dept:Machine to machine activity	06/25/2022	14.04
49266	Alhambra	Water service Fire Dept	06/28/2022	192.55
49283	Mission Linen Service	Laundry service	06/28/2022	121.09
		Total for Department: 117 Fire		224,936.36

Department: 118 Ambulance

49105	City Of Monterey	FY 2021-22 Ambulance Agreement-Overtime e:	06/03/2022	10,584.63
49118	Peninsula Welding & Medical Supply, inc.	Ambulance Dept-Oxygen/hazardous materials t	06/03/2022	47.95
49140	American Supply Company	Fire station janitorial supplies	06/10/2022	861.33
49144	Bound Tree Medical LLC	Ambulance medical supplies-FY 2021-22	06/10/2022	1,193.28
49147	Carmel Towing & Garage	Amb gas expense	06/10/2022	1,388.73
49165	Peninsula Welding & Medical Supply, inc.	Ambulance Dept-Oxygen/hazardous materials t	06/10/2022	90.30
49200	Bound Tree Medical LLC	Ambulance medical supplies-FY 2021-22	06/25/2022	162.76
49277	De Lage Landen Financial	Ambulance Copier Lease FY 2021-22	06/28/2022	71.01
49286	Peninsula Welding & Medical Supply, inc.	Ambulance Dept-Oxygen/hazardous materials t	06/28/2022	51.77
49297	Wittman Enterprises, LLC	Billing services Ambulance FY 2021-22	06/28/2022	6,419.43
		Total for Department: 118 Ambulance		20,871.19

Department: 119 Public Works

49123	Universal Staffing Inc	Temporary staffing services	06/03/2022	17,313.98
49141	Applied Marine Sciences	ASBS watershed sampling FY 2021-2022	06/10/2022	5,695.00
49146	Carmel Area Wastewater District	Vactor services FY 2021-2022	06/10/2022	6,703.56
49149	Drought Resistant Nursery	Plants for Devendorf Park and First Murphy Par	06/10/2022	162.70
49150	Dudek	Environmental support: Drainage and erosion c	06/10/2022	7,507.50
49151	Ferguson Enterprises, Inc.	FM plumbing supplies FY 2021-2022	06/10/2022	3.88
49156	Johnson Associates	Chipper trailer brakes coil. 4/15/22 #480993	06/10/2022	38.18
49168	Scarborough Lumber & Building	FM supplies FY 2021-2022	06/10/2022	88.44
49169	Sentry Alarm Systems	Vista Lobos monitoring 5-9-22 #2190375	06/10/2022	722.82
49173	The Monterey County Herald	Advertising for SOQ 4/30/22 #0001334153	06/10/2022	1,077.21
49177	US Bank	PPE for PW RC- 1816	06/10/2022	2,388.75
49179	West Coast Arborists Inc .	On Call tree service	06/10/2022	32,745.00
49220	West Coast Arborists Inc .	On Call tree service	06/25/2022	603.30
49252	M & S Building Supply	Supplies-PW Maint	06/28/2022	1,423.26
49253	Marina Backflow Company	FM backflow repairs FY 2021-2022	06/28/2022	180.00
49254	Poe's Plumbing & Backflow	FM plumbing repairs FY 2021-2022	06/28/2022	142.50
49255	Scarborough Lumber & Building	PW Supplies FY 2021-2022	06/28/2022	50.61
49256	Security Shoring & Steel Plates Inc	Plates for CDS cleaning 5/17/22 #158904	06/28/2022	778.00
49257	Sentry Alarm Systems	Troubleshooting & relocation of fire panel dispa	06/28/2022	250.00
49259	State of Ca - Dept of Industrial Relations	HML conveyance 5/24/22 E1884124SJ	06/28/2022	450.00
49260	4Leaf, Inc	Project management services	06/28/2022	24,150.00
49262	Cintas Corporation	Uniforms for PW FY 2021-2022	06/28/2022	1,393.47
49296	West Coast Arborists Inc .	On Call tree service	06/28/2022	67,073.48
49299	Ailing House Pest Control	FM pest control FY 2021-2022	06/28/2022	1,459.00
49300	Applied Marine Sciences	ASBS watershed sampling FY 2021-2022	06/28/2022	9,614.82
49301	Cintas Corporation	Uniforms for PW FY 2021-2022	06/28/2022	310.53

June 2022 Check Register

Attachment 1

Check No.	Vendor/Employee	Transaction Description	Date	Amount
49302	Cypress Painting & Decorating, Inc.	Painting services as directed by city staff	06/28/2022	999.00
49303	Dudek	Environmental support: Drainage and erosion c	06/28/2022	313.75
49304	Edges Electrical Group	FM electrical supplies FY 2021-2022	06/28/2022	138.77
49305	Ferguson Enterprises, Inc.	FM plumbing supplies FY 2021-2022	06/28/2022	1,554.32
49306	Golden State Portables	Portable rentals-Forest Theater	06/28/2022	1,062.19
49307	Granite Construction Company	Road maintenance materials and supplies	06/28/2022	489.35
49308	Granite Rock Company	Supplies FY 2021-2022	06/28/2022	467.79
49309	Greenwaste Recovery Inc	Vista Lobos food waste bin 7/1/21-12/31/21 twic	06/28/2022	232.00
49310	Hayward Lumber	PW supplies FY 2021-2022	06/28/2022	12.19
49311	Monterey Regional Waste Management District	SB1383 per MOU	06/28/2022	1,600.00
49313	New Pig Corporation	2 Boxes of absorbent mats	06/28/2022	251.59
49314	Ono Consulting	Arborist Report-Oak Tree @ Devendorf Park	06/28/2022	525.00
49315	PSTS, Inc.	Services:Pumping oil-water separator 4/21/22 #	06/28/2022	640.00
49316	Rincon Consultants, Inc	Services:Climate action/planning, climate comm	06/28/2022	1,228.25
49317	Scarborough Lumber & Building	PW Supplies FY 2021-2022	06/28/2022	89.36
49318	TNT Painting and Decorating Inc	Painting scenic RR	06/28/2022	3,925.00
49319	Uline Inc.	Supplies for PW	06/28/2022	475.71
49320	US Bank	SOQ's ads & operating supplies	06/28/2022	3,624.39
49321	West Coast Arborists Inc .	On Call tree service	06/28/2022	1,655.10
49322	Ailing House Pest Control	FM pest control FY 2021-2022	06/29/2022	350.00
49323	Alhambra	Water for PW 6/5/22 #11790604-060522	06/29/2022	208.09
49324	American Lock & Key	FM keys FY 21-22	06/29/2022	944.17
49325	Caltronics/J.J.R Enterprises. Inc	PW copier contract	06/29/2022	178.58
49326	Conte's Generator Service	FM emergency generator service FY 2021-2022	06/29/2022	1,931.90
49327	De Lage Landen Financial	PW copier maintenance FY 21-22	06/29/2022	215.66
49328	Golden State Portables	Portables for Memorial weekend	06/29/2022	2,152.78
49330	Poe's Plumbing & Backflow	FM plumbing repairs FY 2021-2022	06/29/2022	638.62
49331	Pureserve Building Service	Janitorial contract 6-month extension	06/29/2022	16,166.72
49332	S.S.P. Inc.	Lockers for Carmel FD	06/29/2022	3,421.20
49333	Scarborough Lumber & Building	Supplies for Forestry	06/29/2022	169.06
49334	Sentry Alarm Systems	Update Ppanic alarm	06/29/2022	2,352.37
49335	Tope's Tree Service Inc.	Tree services citywide	06/29/2022	735.00
49336	US Bank	APWA renewal -BH 6183 BH	06/29/2022	301.00
		Total for Department: 119 Public Works		231,374.90

Department: 121 Community Activities

49110	Glastonbury Inc	Sound system for Memorial Day Ceremony	06/03/2022	1,075.00
49114	Monterey County Health Department	FY 22-23 Farmers' Market health permit fee	06/03/2022	1,051.00
49157	Flowers at the Sea Kaysea Cook	Bouquets for Mother's Day giveaway	06/10/2022	1,000.00
49174	Tigerlilly Florist&Gifts	Wreath and flowers for Memorial Day	06/10/2022	431.55
		Total for Department: 121 Community Activities		3,557.55

Department: 130 Non-Departmental

49102	Cal-Am Water Company	Water service citywide FY 2021-22	06/03/2022	9,891.85
49117	Pacific Gas & Electric	Citywide gas & electric services	06/03/2022	15.11
49270	Cal-Am Water Company	Water service citywide	06/28/2022	10,766.03
49285	Pacific Gas & Electric	Citywide gas & electric services	06/28/2022	1,133.14
		Total for Department: 130 Non-Departmental		21,806.13

Attachment 1

June 2022 Check Register

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 301 Capital Projects				
Department: 311 Capital Projects				
49161	Native Solutions	North Dunes Restoration Project	06/10/2022	2,500.00
49258	Stages Unlimited	Forest Theatre Lighting box truss system	06/28/2022	26,836.71
49303	Dudek	MTNP Improvements	06/28/2022	7,833.69
49312	Neill Engineers Corp.	Services:Mission Trails drainage project	06/28/2022	3,496.00
49320	US Bank	Home Depot supplies	06/28/2022	152.81
49329	Neill Engineers Corp.	Services:Repairs-San Carlos medians, bikeway	06/29/2022	7,806.00
		Total for Department: 311 Capital Projects		48,625.21
Fund: 503 Veh & Equip Replacement				
Department: 513 Veh & Equip Replacement				
49251	Cal Coast Electric, Inc	ATS & Generator upgrade	06/28/2022	9,484.58
		Total for Department: 513 Veh & Equip Replacement		9,484.58
		Grand Total		1,260,272.82

Schedule of Contract Payments - June

Vendor	Contract Amt	Paid thru June	Contract Balance	
Pen Messenger	$ 122,000.00	$ 56,806.00	$ 65,194.00	
City of Monterey	$ 2,670,946.00	$ 2,448,367.02	$ 222,578.98	Fire admin services
Tope's Tree Svc	$ 65,000.00	$ 54,373.65	$ 10,626.35	
West Coast Arborists	$ 160,000.00	$ 121,024.08	$ 38,975.92	
J4 Systems	$ 38,840.70	$ 26,179.00	$ 12,661.70	
Pureserve	$ 204,000.00	$ 194,000.64	$ 9,999.36	
Rincon	$ 50,500.00	$ 45,167.75	$ 5,332.25	
Dudek	$ 75,000.00	$ 37,638.69	$ 37,361.31	
LSA Associates	$ 22,820.00	$ 21,516.25	$ 1,303.75	
J. Ley's Tree Svc.	$ 70,000.00	$ 40,578.67	$ 29,421.33	
4Leaf Inc.	$ 24,999.00	$ 24,491.25	$ 507.75	

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

August 2, 2022
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Agnes Martelet, Manager, Environmental Compliance
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2022-064 adopting the City of Carmel-by-the-Sea's Climate Adaptation Plan and Climate Action Plan

RECOMMENDATION:

Adopt Resolution 2022-064 adopting the City of Carmel-by-the-Sea's Climate Adaptation Plan and Climate Action Plan.

BACKGROUND/SUMMARY:

In September 2019, the City of Carmel-by-the-Sea (City) began the process of developing Climate Adaptation and Action Plans that would establish a roadmap to reduce local greenhouse gas (GHG) emissions and adapt to climate change. The City convened a Climate Committee (Committee), consisting of two council members, four members of the public, and two staff members. The Committee held a series of monthly meetings with presentations from technical experts and agency partners to better understand the community's vulnerability to the impacts of climate change. The meetings also guided the preparation of the draft Climate Adaptation and Action Plans.

The Committee has prepared a Climate Adaptation Plan (Attachment 2) that presents adaptation strategies for the City to prepare for the anticipated impacts associated with climate change, such as stronger storms, more frequent and larger wildfires, sea level rise, drought, and increased temperatures. The Climate Action Plan is included as Appendix A in the Climate Adaptation Plan. The Climate Action Plan presents measures that will serve as a road map to meet the City's GHG emission reduction targets. These targets align with the state's targets of reducing GHG emissions to 40% below 1990 emission levels by 2030 and achieving carbon neutrality by 2045.

The pre-final versions of the Climate Adaptation Plan and Climate Action Plan were presented to the Planning Commission on May 11, 2022, the Forest and Beach Commission on May 12, 20022, and the City Council on June 7, 2022 for input. In addition, a number of community meetings were held for community members to provide input on the draft Plans.

At the June 16, 2022 Climate Committee meeting, all the comments received were reviewed by the

Committee for inclusion into the Plans. The Committee approved the final draft Climate Adaptation Plan and Climate Action Plan at their July 7, 2022 Special Meeting and is now requesting formal adoption by the City Council. The adoption of the Climate Action Plan and Climate Adaptation Plan is categorically exempt under the California Environmental Quality Act (CEQA) as specified in the CEQA Guidelines Section 15308 (Class 8) - Actions by Regulatory Agencies for Protection of the Environment. No exceptions to the exemption exist pursuant to section 15300.2 of the CEQA guidelines.

The Climate Adaptation Plan and Climate Action Plan include numerous projects, initiatives, and programs that will be implemented over many years. Staff have already initiated several projects, including the purchase of an electric sweeper and coordination with PG&E to develop more Electric Vehicle charging stations at City facilities and parking lots, a coastal engineering study to determine potential pathways for sea level rise adaptation, and updating the City's design guidelines. Additional projects and initiatives are also included in the 5-year Capital Improvement Plan. Staff will provide annual updates to the City Council on the progress of these initiatives.

FISCAL IMPACT:

Cost ranges to implement the actions included in the plans are included in the report. Some actions will require minimal capital investment and will primarily rely on staff time to implement, while other actions will require large capital investments in excess of $100,000 for each action to complete.

PRIOR CITY COUNCIL ACTION:

At the June 7, 2022 City Council meeting, Council members received a presentation on the draft Climate Adaptation Plan and Climate Action Plan and provided feedback.

ATTACHMENTS:

Attachment 1) Resolution 2022-064
Attachment 2) Climate Adaptation Plan, including Climate Action Plan as Appendix A

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2022-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA ADOPTING THE CITY OF CARMEL-BY-THE-SEA'S CLIMATE ADAPTATION PLAN AND CLIMATE ACTION PLAN

WHEREAS, in September 2019, the City convened a Climate Committee to oversee the development of the City's Climate Adaptation Plan and Climate Action Plan; and

WHEREAS, the Climate Adaptation Plan presents adaptation strategies for the City to prepare for the anticipated impacts associated with climate change, such as stronger storms, more frequent and larger wildfires, sea level rise, drought, and increased temperatures; and

WHEREAS, the Climate Action Plan presents measures that will serve as a road map to meet GHG emission reduction targets set by the State of 40% below 1990 emission levels by 2030 and carbon neutrality by 2045; and

WHEREAS, in the Spring of 2022, the draft Climate Adaptation and Climate Action Plans were reviewed at several community meetings and were presented to the Planning Commission, Forest and Beach Commission, and City Council, and all comments were considered by the Climate Committee for inclusion into the final Plans; and

WHEREAS, at their July 7, 2022 Special Meeting, the Climate Committee has approved the Climate Adaptation Plan and Climate Action Plan and is requesting formal adoption of the Plans by the City Council; and

WHEREAS, implementation of the Climate Adaptation Plan and Climate Action Plan is a priority for the City, has already been initiated by staff, and will continue over many years.

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

Adopt the City of Carmel-by-the-Sea's Climate Adaptation Plan and Climate Action Plan.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: ATTEST:

_____ _____
Dave Potter, Mayor Nova Romero, MMC, City Clerk

City of Carmel-by-the-Sea

Attachment 2

Climate Adaptation Plan

rincon

Final
August 2022

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Acknowledgements

This Climate Adaptation Plan was a coordinated effort among:

- Carmel-by-the-Sea Community Members
- Carmel-by-the-Sea Climate Committee Members
- Carmel-by-the-Sea Planning Commission and Forest & Beach Commission
- Carmel-by-the-Sea City Council
- Carmel-by-the-Sea City Staff
- Agency Partners and Experts who presented at Climate Committee Members
- Rincon Consultants, Inc.

Thank you for participating. We appreciate your feedback, insight, and passion – the Climate Adaptation Plan is better because of you.

Climate Committee Members

Jeff Baron, Council Member
Carrie Theis, Council Member
John Hill
Michael LePage
Scott Lonergan
LaNette Zimmerman
Evan Kort, Associate Planner
Agnes Martelet, Environmental Compliance Manager

Agency Partners and Experts

Citizens Climate Lobby
Association of Monterey Bay Area Governments (AMBAG)
Carmel Area Wastewater District (CAWD)
City of Monterey Fire Department
Monterey County Sustainability Program
Monterey County Office of Emergency Services
U.S. Geological Survey
Monterey Chapter of the American Institute of Architects
Monterey Regional Waste Management District
Monterey Peninsula Water Management District
Central Coast Community Energy
Carmel High School Environmental Club
Ecology Action
David Schonman, coastal ecologist
Sara Davis, City Forester
Bob Harary, Public Works Director
Greg D'Ambrosio, former City Forester & Assistant City Administrator

Attachment 2

Table of Contents

Introduction 1

Climate Adaptation Plan Process 4

Stakeholder and Public Input 10

Adaptation Strategy 12

Adaptation Policies and Actions 15

Implementation and Monitoring 29

Appendix A Climate Action Plan
Appendix B Climate Vulnerability Assessment
Appendix C Outreach
Appendix D Implementation Tracking Tool
Appendix E Implementation Case Studies

Introduction

Introduction and Purpose

This Climate Adaptation Plan establishes an adaptation strategy for the City of Carmel-by-the-Sea (the City) to prepare for the anticipated impacts associated with climate change. Climate change is caused by the addition of excess greenhouse gases (GHGs) to the atmosphere, which traps heat near the earth's surface increasing global average temperatures in what is referred to as the greenhouse effect. This rise in average temperatures across the globe affects sea level rise, precipitation patterns, the severity of wildfires, the prevalence of extreme heat events, water supply, and ocean temperatures and chemistry.[1] According to the Intergovernmental Panel on Climate Change (IPCC), GHGs are now higher than they have been in the past 400,000 years, raising carbon dioxide levels from 280 parts per million to 410 parts per million in the last 150 years.[2] The dramatic increase in GHGs is attributed to human activities[3] beginning with the industrial revolution in the 1800s, which represented a shift from an agrarian and handicraft-based economy to one dominated by industry and machine manufacturing.[4]

Carmel-by-the-Sea is a coastal town, located on the Monterey Peninsula, with vegetation consisting mostly of evergreen and deciduous trees as well as coastal chaparral. Carmel-by-the-Sea, like many cities throughout California, is expected to experience increased climate hazards because of climate change. These include stronger storms, increasing wildfire risk, rising sea levels, extended drought conditions, and increasing temperatures. The impacts of climate change are already being felt throughout California and at least some increase in these impacts is expected even under aggressive global GHG reduction scenarios.[5] However, Carmel-by-the-Sea can adapt by taking steps to prepare the community and its infrastructure for these expected climate changes. Virtually all people and assets in the city will be affected by climate change in some way. Identifying the expected severity of these impacts and steps to adapt to these changes will be critical to minimizing future costs and community impacts. The purpose of the Climate Adaptation Plan is to identify and prioritize climate adaptation actions the City can implement to improve the resilience of its community members, natural environment, critical infrastructure, and built environment.

City Setting

Carmel-by-the-Sea is located on the Monterey Peninsula in northwest Monterey County, California, along the Pacific Ocean. The renowned scenic environment of Carmel-by-the-Sea stems from its two dominant features, the coastline and the central ridge of wooded hills. Highway 1 is the primary roadway linking Carmel-by-the-Sea to surrounding cities. Carmel-by-the-Sea is an area rich in coastal resources and cultural heritage and is popular for visitors across California and the United States. Approximately one square mile in area, the City's elevation ranges from sea level to 500 feet above sea level, sloping gently from Carmel-by-the-Sea Bay up to Highway 1. Vegetation in the vicinity of Carmel-by-the-Sea generally consists of evergreen trees, most notably the native Monterey Pine, in the City and along the coast, deciduous trees along the Carmel River, and coastal chaparral on the Carmel Valley hills. Various species of wildlife inhabit the area, especially in reserves and in undeveloped gulches. Carmel-by-the-Sea's land is largely forested and contains a substantial amount of open space. There are several areas in and around the City that qualify as wildland fire hazard areas. These areas are located to the north and east of the City boundaries and includes Pescadero Canyon, Forest Hill Park, and Del Monte Forest to the north, and Mission Trails Nature Preserve to the east.[6]

1. https://climate.nasa.gov/effects/
2. https://www.ipcc.ch/report/ar6/wg1/downloads/report/IPCC_AR6_WGI_SPM.pdf
3. https://climate.nasa.gov/scientific-consensus/
4. https://www.acs.org/content/acs/en/climatescience/greenhousegases/industrialrevolution.html
5. https://www.ipcc.ch/report/ar6/wg1/downloads/report/IPCC_AR6_WGI_Full_Report_smaller.pdf
6. https://ci.carmel.ca.us/sites/main/files/file-attachments/environmental_safety_cc_adopted_9-1-09.pdf?1510257865

Adaptation Strategy Lexicon

Several key climate adaptation-related words and phrases are used throughout the plan. The following definitions will be helpful in understanding the overall strategy and the process which led to its development.

- **Mitigation**: An act or sustained actions to reduce, eliminate, or avoid negative impacts or effects.[7]
- **Adaptation**: The process of adjustment to actual or expected climate and its effects. In human systems, the process of adjustment to actual or expected climate and its effects, in order to moderate harm or exploit beneficial opportunities. In natural systems, the process of adjustment to actual climate and its effects; human intervention may facilitate adjustment to expected climate.[8]
- **Vulnerability**: The propensity or predisposition to be adversely affected.[9]
- **Resilience**: The capacity of an entity (an individual a community, an organization, or a natural system) to prepare for disruptions, to recover from shocks and stresses, and to adapt and grow from a disruptive experience.[10]
- **Climate Hazard**: A dangerous or potentially dangerous condition created by the effects of the local climate.[11] Climate hazards of concern for Carmel-by-the-Sea are wildfire, increased temperature, drought, intense precipitation, and sea level rise.
- **Impacts**: Effects on natural and human systems. Impacts generally refer to effects on lives, livelihoods, health, ecosystems, economies, societies, cultures, services, and infrastructure due to the interaction of climate hazards and the vulnerabilities of the system or asset effected.[12]
- **Asset/Population**: Asset refers to a community structure or service that is relied on broadly by the City. Population groups are also identified. The purpose of including this information is to indicate which asset or population group the action would protect.
- **Implementation**: The process of putting a decision or plan into effect; execution.

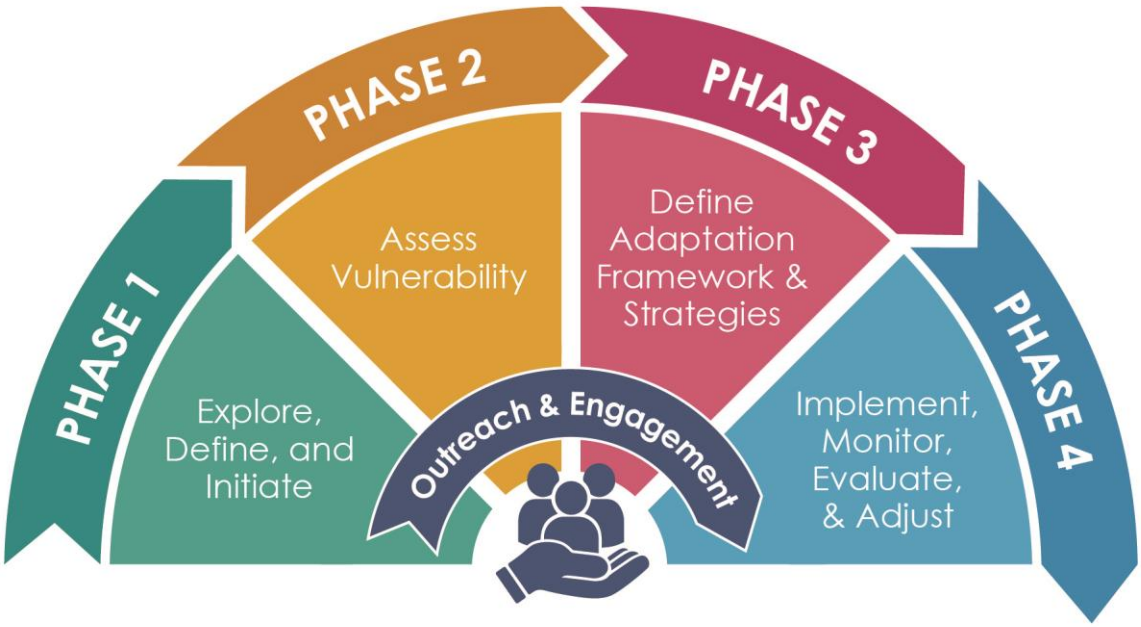
7. https://www.caloes.ca.gov/HazardMitigationSite/Documents/CA-Adaptation-Planning-Guide-FINAL-June-2020-Accessible.pdf
8. https://www.ipcc.ch/site/assets/uploads/2018/03/SREX_FD_SPM_final-2.pdf
9. https://www.ipcc.ch/site/assets/uploads/2018/03/SREX_FD_SPM_final-2.pdf
10. https://www.caloes.ca.gov/HazardMitigationSite/Documents/CA-Adaptation-Planning-Guide-FINAL-June-2020-Accessible.pdf
11. https://www.caloes.ca.gov/HazardMitigationSite/Documents/CA-Adaptation-Planning-Guide-FINAL-June-2020-Accessible.pdf
12. https://www.ipcc.ch/site/assets/uploads/2018/03/SREX_FD_SPM_final-2.pdf

Climate Adaptation Plan Process

Background

In September 2019, the City began the process of developing Climate Action and Adaptation Plans that would establish a roadmap to reducing local GHG emissions and identify opportunities to adapt to climate change. The Climate Action Plan is included as Appendix A to the Climate Adaptation Plan. The City followed the climate adaptation planning process recommended by the California Governor's Office of Emergency Services, as documented in the 2020 California Adaptation Planning Guide (2020 CalOES APG), illustrated in the graphic below, and specifically described below.

- **Phase 1.** The City began by convening a Climate Committee to guide the preparation of the Climate Action and Adaptation Plans. The Climate Committee is composed of members of the Carmel-by-the-Sea community, including residents, business owners, and professional experts. The Climate Committee began monthly meetings in November 2019.
- **Phase 2.** To identify the climate hazards specific to Carmel-by-the-Sea and establish a common understanding of the potential climate change impacts in the Carmel-by-the-Sea community, the City completed a Climate Change Vulnerability Assessment (Vulnerability Assessment) in July 2021 (see Appendix B). The Vulnerability Assessment characterizes hazards associated with climate change that are anticipated to impact the community and City-owned assets, describes the community's major climate vulnerabilities, and identifies work that has already been done by the City to improve its resilience to climate impacts. Although the City has a variety of policies and programs already in place to address climate change impacts, policy gaps were identified in the Vulnerability Assessment.
- **Phase 3 and Phase 4**. The City prepared this Climate Adaptation Plan to establish adaptation goals, policies, and actions to address gaps identified in the Vulnerability Assessment. The Climate Adaptation Plan also establishes a roadmap to implementation. Implementing, monitoring, evaluating, and adjusting the Climate Adaptation Strategy (Phase 4), will be led by the City as described in the Implementation and Monitoring Plan section of the report.



Graphic: 2020 California Adaptation Planning Guide (Adaptation Planning Process)

Graphic: 2020 California Adaptation Planning Guide (Phase 3)

The Climate Adaptation Plan was developed pursuant to the steps in Phase 3 of the 2020 CalOES APG, shown in the graphic above.

Step 3.1. The City summarized the findings from the Vulnerability Assessment to aid in developing new policies and actions.

Step 3.2. The City confirmed the goals with the Climate Committee and community members.

Step 3.3. and Step 3.4. The City prepared and prioritized adaptation actions based on adaptation action selection criteria.

Step 3.5. The City incorporated input from stakeholders and community members.

The sections below detail the methodology used to shape the Climate Adaptation Plan.

Vulnerability Assessment Summary

The purpose of the Vulnerability Assessment is to characterize climate hazards that will impact the community and City assets in Carmel-by-the-Sea, determine the community's major climate vulnerabilities, and identify work that has already been done to improve community resilience. The Vulnerability Assessment uses information and modeling projections provided by the State of California to support climate adaptation efforts including the Cal-Adapt modeling tool and the Fourth California Climate Assessment. The City determined that Carmel-by-the-Sea is most vulnerable to the following climate change impacts: stronger storms, wildfires, sea level rise, extended droughts, and increased temperature.

The Vulnerability Assessment also evaluated the impact these climate hazards could have on the following **asset classes** (or types of resources) and *specific assets* present in the city.

- **Natural Assets**: *Mission Trail Nature Preserve, North Dunes, Pescadero Canyon, Urban Forest, Marine Sanctuary, and Carmel Beach*
- **Community**: *Elderly Population and People with Disabilities, Residents, Visitors, Local Businesses, Service Industry Workers, Second Homes*
- **Utilities**: *Water Supply, Sanitary Sewer System, Power Grid, Overhead Communication, Pacific Gas & Electric Company, Underground Lines (Gas, Cable)*
- **Regional Infrastructure**: *Wastewater Treatment Facility, Transportation Infrastructure (Caltrans), Hospital and Emergency Medical Care Facilities, Landfill & Waste Management*
- **Local Infrastructure***: Shoreline Access Infrastructure, Seawalls and Revetments, Storm Drain System, Emergency Response Facilities*

Within each asset class, specific assets were evaluated, as listed in Table 1 below. Each asset was categorized with one of the following climate impacts categories:

- already causing observable impacts or near-term significant risk
- mid- to long-range impacts
- not enough data
- no anticipated impacts

The City reviewed adopted policies and programs for each of the assets and indicated whether the City had already initiated policies or actions to address the climate hazard. This analysis assumes that existing adaptation policies and actions will continue to be implemented. Table 1 presents the results of this analysis, for more details on the vulnerability analysis see Appendix B.

Table 1 Vulnerability Scoring Matrix

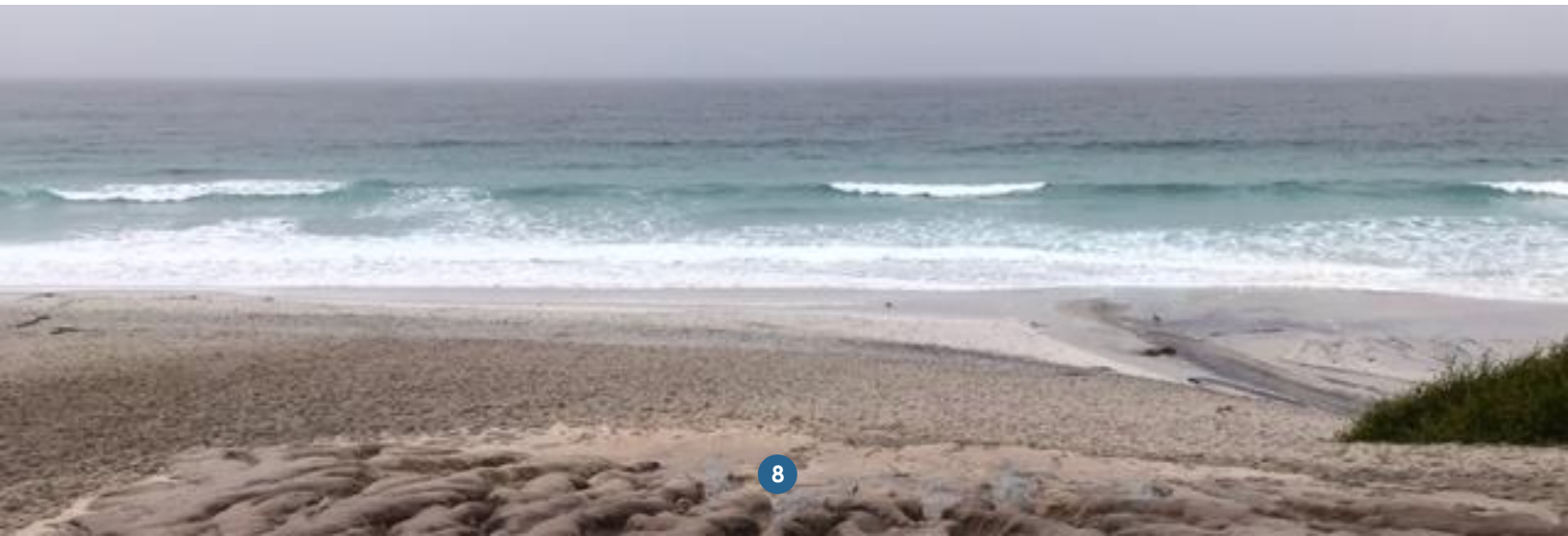
Color coding:

- Climate change is already causing observable impacts or a near-term significant risk
- Climate change poses mid- to long-range impacts
- Not enough data
- No anticipated impacts
- Yes — Some policy/action initiated
- **No** — No policy/action initiated

	Priority Climate-Related Hazards				
Priority Assets at Risk	**Stronger Storms**	**Wildfires**	**Sea Level Rise**	**More Droughts**	**Increased Temp**
Natural Assets					
Mission Trail Nature Preserve	Yes	Yes		Yes	Yes
North Dunes			**No**	Yes	Yes
Urban Forest	Yes	**No**		Yes	**No**
Marine Sanctuary					
Carmel Beach	Yes		Yes		
Community					
Elderly Population and People with Disabilities	**No**	**No**		**No**	**No**
Residents	Yes	Yes		Yes	**No**
Visitors	**No**	**No**			
Local Businesses	**No**	**No**	**No**	Yes	**No**
Service Industry Workers	**No**	**No**	**No**		**No**
Second Homes	Yes	Yes	**No**		

Priority Assets at Risk	Priority Climate-Related Hazards				
	Stronger Storms	Wildfires	Sea Level Rise	More Droughts	Increased Temp
Utilities					
Water Supply		Yes	Yes	Yes	Yes
Sanitary Sewer System			Yes		
Power Grid	**No**	**No**			**No**
Overhead Communication	**No**	**No**			
PG&E/Communication Underground Lines (gas, cable)		**No**	**No**		
Regional Infrastructure					
Wastewater Treatment Facility	Yes		Yes		
Transportation Infrastructure (Caltrans)	Yes	Yes	Yes		
Hospital and Emergency Medical Care Facilities					
Landfill & Waste Management	Yes				
Local Infrastructure					
Shoreline Access Infrastructure	Yes		Yes		
Seawall and Revetments	Yes		Yes		
Storm Drainage System	Yes		Yes		
Emergency Response Facilities (Fire station, EOC, PD, PW, City Hall, etc..)	Yes	Yes			**No**

Notes: Shoreline Access Infrastructure = Scenic trail, public restrooms, beach stairs, coastal roadways, and parking; EOC = Emergency Operations Center; PD = Police Department; PW = Public Works; PG&E = Pacific Gas & Electric Company
Source: Adapted from the July 2021 City of Carmel-by-the-Sea Climate Change Vulnerability Assessment (Appendix B)



Based on identified policy gaps in the Vulnerability Assessment, the Climate Adaptation Plan identifies new policies and programs for the assets considered to be most vulnerable to climate change. Assets and communities that are considered most vulnerable are those that have no policies/actions for increasing resilience and are either currently experiencing observable or near-term risks or those that are expected to experience mid- to long-range impacts (this corresponds to cells in Table 1 that are highlighted orange or yellow and labeled No). Key findings of the Vulnerability Assessment include:

- Carmel-by-the-Sea's natural assets are most vulnerable to wildfire, sea level rise, and increased temperature.
- Carmel-by-the-Sea's communities are vulnerable to all priority climate-related hazards.
- Utilities are most vulnerable to stronger storms, wildfire, sea level rise, and increased temperature.
- Regional infrastructure assets, including the Carmel Area Wastewater Treatment Facility and Highway 1, were determined to be vulnerable to climate change, however, policies and actions have been initiated to address vulnerabilities.
- Policies and actions have been initiated to reduce local infrastructure's vulnerability to stronger storms, wildfires, and sea level rise. No action has been taken to address vulnerability to increased temperature.
- The Climate Committee determined that a coastal engineering study would be necessary to fully assess the potential impacts of sea level rise on City assets and to identify policies and actions to address those impacts.

Stakeholder and Public Input

Outreach

The Climate Adaptation Plan was developed and refined through a stakeholder engagement process with the Carmel-by-the-Sea Climate Committee and the public. Draft versions of the adaptation strategy (goals, policies, and actions) were presented in September and October 2021 to the Climate Committee. Comments received during and following these meetings were incorporated into an updated set of goals, policies, and actions that were then presented at a virtual public workshop in November 2021. Comments received during and following the public workshop were incorporated into the goals, policies, and actions, and presented at the January 2022 Climate Committee meeting for final input. See Appendix C for meeting slides, interactive activity results, and responses to comments.

The Carmel-by-the-Sea Climate Committee provided input along the following themes:

- Support for additional strategies that would improve emergency evacuation, and relieve traffic and congestion
- Identification of additional actions to support vulnerable populations
- Additions to actions to address tree maintenance and protect native species, particularly the Monterey Pines
- Augment actions to include stormwater runoff reduction and increase resilience of the Carmel Area Water District facility

The community provided input along the following themes:

- Support to include a clear evacuation plan for elderly residents
- Applying updated City Planning Guidelines and Development Standards citywide, not just in the Very High Fire Hazard Severity Zone
- Additional opportunities for partnership in adaptation-related community engagement efforts
- Increasing City staff resources to increase staff time for implementation of the strategy

The Climate Adaptation Plan was presented to the Forest & Beach Commission and the Planning Commission in May, and City Council in June 2022 for input.

The Planning Commission was supportive of the plan and provided input on the following:

- Support for electrification,
- Support for reducing the use of automobiles, including higher development density in the downtown to provide housing for Carmel workforce, and the provision of shuttle services, especially for special events,
- Support for further outreach on food waste composting, including solutions for common implementation issues,
- Support for increasing forest health and wildfire mitigation, including in Pescadero Canyon,
- Support for the use of green roofs as cool roofs,

The Forest & Beach Commission provided input on the following:

- Support for the Grant Writer/Climate Coordinator position and for prioritizing implementation to ensure success,
- Suggestion to add Pescadero Canyon to the list of natural resources and to consider it in the adaptation plan,
- Suggestion to expedite bluff monitoring if feasible.

City Council provided input on the following:

- Support for the Climate Committee's continued oversight of the coastal engineering study.
- Recommendation that the Planning Commission be the overseeing body for the implementation of the Climate Action and Adaptation Plans if the Design Review Board (DRB) is re-established, which would free up the Planning Commission's agenda.
- Recommendation that the Forest and Beach Commission oversee the plans' implementation if a DRB is not re-established.

- Recommendation that all City Departments be involved in the implementation of the plans, and that each Department Director should be involved in the implementation.
- Recommendation that funds be allocated for implementation as specific projects and measures are ready to be implemented.
- Support for ongoing implementation of the plans.
- Suggestion to hold a Community Workshop to generate interest from members of the community to serve on a commission and/or to support the various Adaptation strategies and initiatives.
- Support of Actions 1.3.3-1.3.5 (improving the resilience of existing buildings and infrastructure)
- Support for the implementation of a public facility solar project to show leadership in building electrification.
- A member of the public expressed concern regarding potential impacts to the built and natural environment associated with the increase of wireless and cellular infrastructure.
- The Monterey Peninsula Water Management District requested being included as a regional partner, and the Carmel Area Wastewater District offered comments regarding the critical nature of the sanitary sewer and impacts of the climate on it.

Input from the Forest & Beach Commission, the Planning Commission, and City Council were incorporated into the Climate Adaptation Plan, and the Plan was adopted in August 2022.

Adaptation Strategy

Strategy Overview

The Adaptation Strategy presented in this section identifies goals, policies and actions that seek to contribute to increasing resilience to climate change in Carmel.

Goals, policies, and actions are defined as:

- **Goals**: Broad statements describing community desires. The Carmel-by-the-Sea adaptation goals are modeled after the Adaptation Vision and Principles developed by the California Governor's Office of Planning and Research (OPR) Integrated Climate Adaptation & Resiliency Program (ICARP).[13] Each goal is focused on increasing the resilience of one of the following broad asset categories: community, natural assets, and infrastructure (including utilities) and the built environment.
- **Policies**: Specific position statements that support the achievement of goals and serve as guides to City Council, Planning Commission, and City staff, when making decisions.
- **Actions**: Specific methods to incrementally implement and achieve policies and goals.

The intent of the goals, policies, and actions is to address the key vulnerabilities identified in the Vulnerability Assessment, including assets at risk from near-term or mid-term climate change impacts and that lack existing adopted policies or established programs. It is expected that existing adaptation-related policies and actions identified in the City's Vulnerability Assessment will continue to be implemented and re-assessed in the next update of the Climate Adaptation Plan and Vulnerability Assessment, by 2030 at the latest.

13. https://opr.ca.gov/planning/icarp/tac/

Carmel-by-the-Sea's Adaptation Goals

Based on the results of the vulnerability analysis and input from the community and Carmel-by-the-Sea Climate Committee three primary goals were identified. These goals served as a guide for the development of the adaptation actions and policies contained in the Adaptation Strategy.

With these goals in mind, the City, stakeholders, and community provided input on a suite of policies and specific actions that would achieve these goals and result in a more adaptive and resilient Carmel. These specific policies and actions can be found in the Adaptation Policies and Actions section.

Goal 1. A Healthy, Safe, and Resilient Community

Goal 1 is a healthy, safe, and resilient community in the face of climate change. The policies and actions under this goal improve community health, safety, and resilience through equitable and effective emergency preparedness, targeted actions to improve the resilience for vulnerable populations, minimization of negative health impacts from climate change, and economic resilience in the form of support for service industry workers and local businesses. The policies and actions for Goal 1 are provided in Table 2 of the Adaptation Strategy. Goal 1 policies and actions should be prioritized given that community assets are those that have the greatest vulnerability based on the number of hazards they are exposed to and not having policies or actions currently in place to increase resilience (see Appendix B).

Goal 2. A Natural Environment Resilient to Climate Hazards

Goal 2 of Carmel's adaptation strategy is a resilient natural environment. The City's beaches, urban forestry, and parks are all vulnerable to climate hazards. The policies and actions under this goal aim to improve resilience of the community's habitats and ecosystems using studies, partnerships, funding, and structural actions. The policy and actions for Goal 2 are list in Table 3 of the Adaptation Strategy.

Goal 3. Resilient Infrastructure and Built Environment

Goal 3 in the City's adaptation strategy is a resilient built environment. This goal involves policies that address infrastructure redundancies and incorporation of climate change into built environment planning. The actions under these policies are organized by climate hazard-related improvements with each addressing improvements needed to increase infrastructure resilience to climate change. Actions like green infrastructure and storm drain repairs target intense precipitation while actions like bluff monitoring and the hiring of a coastal engineer help the community adapt to sea level rise. The policies and actions for Goal 3 are provided in Table 4 of the Adaptation Strategy.

Adaptation Policies and Actions

Policy and Action Development

In order to achieve each of the three adaptation goals identified in the Adaptation Strategy section above, a suite of adaptation policies and actions were developed. The policies and actions focus on the most vulnerable assets within Carmel-by-the-Sea which were identified through the vulnerability matrix. To guide the creation of effective adaptation strategies for these assets, the City developed selection criteria to prioritize the selection of goals, policies, and actions. These criteria were established to guide the development of policies and specific actions and help promote implementation, equity, and effectiveness. Every Goal contains at least one action that meets each of the criteria established. The following criteria were used to develop and ultimately select Carmel's adaptation actions:

1. Implement adaptation actions that result in **measurable increase in resilience** and reduction in climate change risks.
2. Implement actions that respond to continual changes in climate, ecology, and economics using **adaptive management** that incorporates regular monitoring.
3. Establish governance policies, **institutional structures**, and monitoring processes to implement adaptation actions.
4. Identify **funding** needs, establish funding mechanisms, and allocate adequate funding to support adaptation policy development and implementation.
5. Focus meaningful and active **engagement** with the most impacted communities.
6. Employ adaptive and flexible governance approaches by maximizing collaborative **partnerships** among sectors to accelerate effective problem solving.
7. Prioritize actions that promote **equity**, foster community resilience, and protect the City's most vulnerable populations, including the elderly. Explicitly prioritize communities that are disproportionately vulnerable to climate impacts.

To facilitate implementation of each action by the City, additional information is included for each specific action, as follows:

- **Metric**: A way to gauge progress of an action through measurable indicators or benchmarks of progress. This involves quantifying increases in resilience. The metric is a key component of *Phase 4: Implement, Monitor, Evaluate, and Adjust* of the 2020 CalOES APG.[14]

- **Timeframe**: Sorted into phases of near-term (1-2 years, or by 2024), mid-term (3-5 years, or by 2027), and long-term (5-10 years, or by 2023) this categorization helps plan for timing of implementation.

- **Implementation Lead**: The City department or entity that will lead the implementation of the action.

- **Cost**: Sorted into ranges of $-Low (<$25,000), $$-Medium ($25,000 - $100,000), and $$$-High (>$100,000) these estimates are used to determine type and extent of funding and financing needed.

Policies and actions are organized by goal in the following tables.

14. https://www.caloes.ca.gov/HazardMitigationSite/Documents/CA-Adaptation-Planning-Guide-FINAL-June-2020-Accessible.pdf

Table 1 Goal 1. A Healthy, Safe, and Resilient Community

Action	Climate Hazard	Asset/Population	Criteria	Metric	Timeframe	Implementation Lead	Cost
Policy 1.1. Provide effective emergency preparedness and response in anticipation of potential climate-related disasters							
Action 1.1.1. Maintain and Update Evacuation Plan. Maintain and update an Evacuation Plan every 8 years at a minimum to account for all types of emergencies. The plan should focus on the most vulnerable groups including the elderly community and persons with disabilities.		Elderly Population and People with Disabilities, Residents, Service Industry Workers	Adaptive Management, Equity	Evacuation Plan updated every 8 years, with the first update by 2023	Near-term (by 2024) and Ongoing	Police and Fire	$
Action 1.1.2. Update Emergency Preparedness. Incorporate climate change risk and impact considerations into Carmel-by-the-Sea CERT programming and materials to promote emergency preparedness at a neighborhood block-by-block scale. CERT to promote block-by-block scale emergency preparedness by organizing City by blocks and recruiting Block Captains.		Residents, Local Businesses, Second Homes	Adaptive Management, Engagement, Measurable Increase in Resilience	Number of block captains formed, climate change risk incorporated into CERT materials	Near-term (by 2024)	Police and Fire	$
Action 1.1.3. Collaborate with Monterey Fire. Collaborate with Monterey Fire on its inspection and outreach efforts to reduce fire risks. Continue to coordinate with the CERT program and reach out to new potential outreach partners such as local businesses, community groups, and utilities to help distribute information to increase resident and homeowner awareness and knowledge of how to prepare for emergencies.		Residents, Local Businesses, Second Homes	Engagement, Partnerships	Number of meetings held with Monterey Fire and CERT program; educational materials distributed	Near-term (by 2024)	Police and Fire	$
Action 1.1.4. Publicize Local Evacuation Routes. Publicize both City and Monterey County evacuation routes for the community on the City's website, and in the newsletter and brochures. Target additional outreach to the most vulnerable such as the elderly and people with disabilities in the event of a wildfire or other disaster.		Elderly Population and People with Disabilities, Residents	Engagement, Equity	Educational materials distributed	Near-term (by 2024)	Police and Fire	$
Action 1.1.5. Evaluate Evacuation Route Capacity. Evaluate evacuation route capacity, safety, and viability under a range of emergency scenarios and identify and implement mitigating actions in 2022, in accordance with Assembly Bill 747.		Elderly Population and People with Disabilities, Residents, Service Industry Workers	Adaptive Management	Analysis evaluating evacuation route capacity completed	Mid-term (by 2027)	Police and Fire	$ $

Action	Climate Hazard	Asset/Population	Criteria	Metric	Timeframe	Implementation Lead	Cost
Action 1.1.6. Evacuation Alternatives and Access. Identify neighborhoods that have single ingress/egress, pursuant to Senate Bill 99, and develop and employ evacuation alternatives, such as a gathering facility, and/or alternative emergency access routes in those neighborhoods. Evaluate potential congestion issues in the event of an evacuation and develop and maintain a list of residents who may have difficulty evacuating. Evaluate options to provide evacuation, such as a shuttle service, for residents with mobility challenges.		Elderly Population and People with Disabilities, Residents, Service Industry Workers	Adaptive Management, Engagement, Equity	Analysis identifying neighborhoods that have single ingress/egress and evacuation alternatives completed; List of limited-mobility residents developed	Mid-term (by 2027)	Police and Fire	$ $
Action 1.1.7. Develop Local Partnerships to Increase Resistance to Wildfire Structural Damage. Work with local community groups to publicize the Firewise Community Certification program (e.g., on the City website and in the newsletter and brochures) and encourage resident involvement.		Residents, Second Homes	Engagement, Partnerships	Number of meetings held to publicize Firewise Community Certification	Mid-term (by 2027)	Police and Fire	$

Action	Climate Hazard	Asset/Population	Criteria	Metric	Timeframe	Implementation Lead	Cost
Policy 1.2. Focus adaptation efforts and engagement on the most vulnerable populations.							
Action 1.2.1. Establish a Resilience Hub. Formally designate a physical resilience hub, such as the Youth Center or Public Library, and make it available during extreme heat events, poor air quality, severe weather events, and other highly hazardous conditions for use by the community. Provide the following essential resources in the resilience hub(s): health programming and resources, food, refrigeration, charging stations, basic medical supplies, and other emergency supplies. Electrified heating and cooling paired with backup power sources like battery storage provides redundancy and continues services in the event of a power outage. Designate a virtual resilience hub on the City website where residents can access information about the physical resilience hub and resilience efforts.		Elderly Population and People with Disabilities, Residents, Service Industry Workers	Adaptive Management, Equity	Physical and virtual Resilience Hubs established; Existing facilities upgraded to provide all essential resources	Near-term (by 2024)	Public Works/Police and Fire/Library	$ $
Action 1.2.2. Limit the Impacts of Climate Change on the Most Vulnerable Populations. Develop a framework to define equity in Carmel-by-the-Sea and develop adaptation approaches that are equitably implemented.		Elderly Population and People with Disabilities, Residents, Service Industry Workers	Equity	Carmel-by-the-Sea Equity Framework developed	Mid-term (by 2027)	Community Planning and Building	$
Action 1.2.3. Engage the Community. Develop educational materials notifying the community about the resilience hub and how to access it by sharing updates across city and community channels. Partner with the CERT program and block captains, and community groups, to prioritize disadvantaged / marginalized communities including the elderly and individuals with disabilities. Identify alternative methods of engagement to reach a wider audience.		Elderly Population and People with Disabilities, Residents, Service Industry Workers	Engagement, Equity	Community engagement plan developed	Near-term (by 2024)	Library/City Hall/Police Department	$
Action 1.2.4. Social Support Network. Collaborate with the Carmel Foundation and other community-based organizations (e.g., Carmel Residents Association) to develop an inventory of locations with isolated elderly residents and people with disabilities and develop a plan for a social support network to increase resilience to climate change, for example by promoting home electrification.		Elderly Population and People with Disabilities	Partnerships, Equity, Engagement	Social support network created; Inventory of locations created	Mid-term (by 2027)	Police Department/ CERT/ Community Planning and Building	$
Action 1.2.5. Back-up Power for Vulnerable Populations. Coordinate with 3CE, PG&E, and emergency management services to establish backup power and emergency grid shutdown protocols that protect the most vulnerable populations.		Elderly Population and People with Disabilities	Partnerships, Equity, Measurable Increase in Resilience	Number of households with backup power established	Long-term (by 2032)	Police and Fire/Public Works	$ $ $

Action	Climate Hazard	Asset/Population	Criteria	Metric	Timeframe	Implementation Lead	Cost
Policy 1.3. Minimize health impacts of climate change.							
Action 1.3.1. Partner with Monterey County Health Department. Coordinate with Monterey County Health Department to develop and enhance disaster and emergency early warning systems to incorporate objective data and information for potential health threats such as heat-illness, and illnesses complicated by low air quality due to climate change hazards. Include information on early warning systems and other resilience efforts on the City's virtual resilience hub (Action 1.2.1.)		Elderly Population and People with Disabilities, Residents, Local Businesses, Service Industry Workers	Partnerships, Measurable Increase in Resilience	Emergency early warning systems updated	Near-term (by 2024)	Police and Fire	$
Action 1.3.2. Initiate a Heat Pump Retrofit Program. Create a program to help fund property owners to convert HVAC units to heat pumps, which provide water heating and space heating in addition to cooling and can improve indoor air quality and community adaptation to extreme heat. Include a microgrid energy storage component to increase power reliability. Prioritize at-risk populations for retrofit incentives.		Elderly Population and People with Disabilities, Residents, Local Businesses, Service Industry Workers	Measurable Increase in Resilience	Number of heat pumps installed; Number of heat pumps serving at risk residents	Mid-term (by 2027)	Community Planning and Building	$ $ $
Action 1.3.3. Invest in Improving Resilience in Critical Facilities. Invest in sustainable backup power sources to provide redundancy and continued services for critical facilities, including City Hall, Carmel Police Department, Carmel Fire Department, the Libraries, and assisted living facilities, in the event of a power outage triggered by a climate event.		Elderly Population and People with Disabilities, Residents	Measurable Increase in Resilience	Number of critical facilities with sustainable backup power sources.	Mid-term (by2027)	Public Works	$ $ $
Action 1.3.4. Conduct a Feasibility Study for Existing Building Electrification and Back-up Power. Perform an electrification feasibility study/existing building analysis in order to understand the potential for, and associated costs of, electrification retrofitting, including heat pumps, along with on-site energy generation and battery storage to provide a more resilient back-up power supply. Establish a plan for reducing or eliminating natural gas from existing buildings, potentially through a reach code, and building resilience to potential electrical grid shutoffs.		Elderly Population and People with Disabilities, Residents	Adaptive Management	Feasibility Study for Existing Building Electrification and Back-up Power completed	Mid-term (by 2027)	Public Works	$ $
Action 1.3.5. Improve Resilience in Existing Building Stock. Develop a program for identifying funding and incentives to weatherize residential and commercial buildings that addresses severe weather protection, energy efficiency, indoor air quality improvements, and other housing improvements. Include an outreach campaign as part of this program to advertise the benefits of weatherizing and electrifying buildings.		Elderly Population and People with Disabilities, Residents	Funding, Measurable Increase in Resilience, Adaptive Management	Number of retrofitted structures	Long-term (by 2032)	Community Planning and Building	$ $
Action 1.3.6. Promote Funding Opportunities. Work with partners like 3CE and PG&E to identify and promote potential resilience opportunities and accessible funding and financing mechanisms to pay for building electrification, weatherization, and battery backups.		Elderly Population and People with Disabilities, Residents, Local Businesses	Funding, Partnerships, Engagement	Funding identified and promoted to community; Number of projects initiated with incentives	Near-term (by 2024)	Community Planning and Building/Police and Fire/Public Works	$

Action	Climate Hazard	Asset/Population	Criteria	Metric	Timeframe	Implementation Lead	Cost
Policy 1.4. Increase Economic Resilience							
Action 1.4.1. Develop Partnerships to Provide Support to Displaced Workers. Work in partnership with the Monterey County Workforce Development Board and the Carmel Chamber of Commerce to develop a plan to provide support for displaced workers that establishes education and training partnerships for workers displaced or workers negatively impacted by climate change or climate adaptation policies.		Service Industry Workers, Local Businesses	Partnerships, Equity	Commitment from business community to develop a plan to support displaced workers	Near-term (by 2024)	Community Planning and Building/City Hall	$ $
Action 1.4.2. Establish Partnerships to Develop a Resilient Economy. Partner with the County of Monterey Economic Development Department, Carmel Chamber of Commerce, and the Monterey County Workforce Development Board, to develop more integrated strategies for protection of jobs, economic sustenance, and for the protection of vulnerable populations more at-risk of temporary or permanent job dislocation due to climate change.		Service Industry Workers, Local Businesses	Partnerships, Equity	Number of meetings held to develop strategies for job protection	Mid-term (by 2027)	Community Planning and Building/City Hall	$
Action 1.4.3. Business Resilience Outreach Program. Collaborate with businesses in the city to better understand shared climate risks and identify opportunities to advance shared climate resilience priorities. Partner with the Carmel Chamber of Commerce and Visit Carmel to pilot and implement a local business resilience initiative to build small business capacity before a time of crisis by increasing the awareness of, and preparedness for, business continuity risks faced by the city's local businesses, providing a toolkit of intervention to help local businesses manage risks and enhance business resilience, and conducting outreach campaigns to engage leaders from the business, government, and community sectors to enhance preparedness for economic resilience.		Service Industry Workers, Local Businesses	Engagement, Partnerships	Toolkit of intervention developed to help support local businesses manage risks and enhance resilience	Near-term (by 2024)	Community Planning and Building/City Hall	$ $
Action 1.4.4. Hire a Grant Writer/Climate Coordinator. Hire a grant writer/climate coordinator to pursue available grants to fund climate adaptation implementation and track progress.		All	Funding	Grant writer hired	Near-term (by 2024)	City Hall	$ $ $

Table 2 Goal 2. A Natural Environment Resilient to Climate Hazards

Action	Climate Hazard	Asset/Population	Criteria	Metric	Timeframe	Implementation Lead	Cost
Policy 2.1. Protect and restore climate-vulnerable habitat and ecosystems.							
Action 2.1.1. Increase Funding for Climate Adaptation. Earmark Capital Improvement Program (CIP) funding for design, permitting, and implementation of adaptation projects and strategies, such as those in the 2021 Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) and Integrated Regional Watershed Management Program (IRWMP).		Urban Forest, Mission Trail Nature Preserve, North Dunes, Carmel Beach, Water Supply	Funding	Number of adaptation projects funded through CIP	Near-term (by 2024)	Public Works	$ $
Action 2.1.2. Increase Urban Forest Resilience. Update and implement the Forest Management Plan to: 1. Review and consider modifications to the preferred urbanized tree species that would result in improved resilience in the context of the expected climate of the second half of the century, reduce wildfire hazard, and that takes into account aesthetics and the ecological benefits of natives or near-native (e.g., native species from the Southwestern US or Mexico would likely be preferred to European species). 2. Include planting and maintenance guidelines to improve tree health, particularly in the public right-of-way 3. Incorporate tree species that have greater drought and wildfire resistance 4. In addition to drought-tolerant landscaping, include landscaping guidelines that reduce wildfire hazard on private property. 5. Enhance carbon sequestration potential Update of the Plan should include collaboration and engagement with stakeholders, such as the Monterey Pine Forest Watch, California State University, Monterey Bay, and vulnerable communities.		Urban Forest	Engagement, Equity, Measurable Increase in Resilience, Adaptive Management	Forest Management Plan Updated	Near-term (by 2024) and Ongoing	Public Works Forestry Division /Forest and Beach Commission	$ $
Action 2.1.3. Increase Resilience of the Mission Trail Nature Preserve and Pescadero Canyon. Update and implement the Mission Trail Nature Preserve Master Plan to consider the potential impacts of climate change and to reduce wildfire risk for neighboring private properties. Coordinate with CalFire and the Monterey Fire Departments to incorporate Best Practices into an annual maintenance plan, including cost estimates for implementation and revenue sources for implementation. Continue to coordinate with CalFire and the Pebble Beach Community Services District on wildfire mitigation in Pescadero Canyon.		Mission Trail Nature Preserve	Adaptive Management, Partnerships, Funding	Mission Trail Nature Preserve Master Plan updated	Mid-term (by 2027) and Ongoing	Community Planning and Building and Public Works	$ $
Action 2.1.4. Increase Resilience of the North Dunes. Continue to fund maintenance and monitoring at the North Dunes to determine how the changing climate will affect dune habitats. Implement enhancement efforts to improve resilience of the North Dunes.		North Dunes	Funding, Adaptive Management, Measurable Increase in Resilience	Regular maintenance and monitoring occurring at North Dunes	Ongoing	Community Planning and Building and Public Works	$ $

Action	Climate Hazard	Asset/Population	Criteria	Metric	Timeframe	Implementation Lead	Cost
Action 2.1.5. Increase Resilience to Stronger Storms. When designing projects in the city, including those recommended in the Mission Trail Stream Stability Study, size improvements to handle larger storms consistent with best available climate change projections.		Mission Trail Nature Preserve	Institutional Structures, Adaptive Management, Measurable Increase in Resilience	Number of projects sizing improvements to handle larger storms.	Near-term (by 2024)	Public Works	$$
Action 2.1.6. Beach Sand Monitoring Program. Reinstate beach sand monitoring program described in the Shoreline Management Plan.		Carmel Beach	Adaptive Management	Active beach sand monitoring program in place	Near-term (by 2024)	Public Works	$$
Action 2.1.7. Carmel Cove Sand Supply. Partner with local researchers (e.g., California State University Monterey Bay) or other sources to conduct Carmel Cove sand supply dynamics analysis.		Carmel Beach	Partnerships	Carmel Cove sand supply dynamics analysis completed	Long-term (by 2032)	Community Planning and Building and Public Works	$$

Table 3 Goal 3. Resilient Infrastructure and Built Environment

Action	Climate Hazard	Asset/Population	Criteria	Metric	Timeframe	Implementation Lead	Cost
Policy 3.1. Support greater resilience, redundancy, and reliability of local and regional infrastructure and the built environment.							
Action 3.1.1. Underground Utilities in Fire Hazard Zones. Determine the feasibility of, and community support for, undergrounding power lines in the Mission Trail Nature Preserve, designated evacuation routes, and in other high priority areas in the Very High Fire Hazard Severity Zone. Develop a plan for undergrounding utilities based on results from the feasibility study and begin implementation in the most vulnerable communities.		Water Supply, Sanitary Sewer System, Power Grid, Overhead Communication, PG&E/Communication Underground Lines- gas, cable	Measurable Increase in Resilience, Equity	Feasibility Study completed; Plan developed based on Feasibility Study; Number of utilities moved underground	Near-term (by 2024)	Community Planning and Building and Public Works	$ $ $
Action 3.1.2. Increase Green Infrastructure. Modify Capital Improvement Program (CIP) project design to consistently evaluate the potential for green infrastructure to be incorporated in CIP projects in the public right-of-way and on public lands. Identify and develop a green infrastructure pilot project that will reduce runoff volume and capture and infiltrate stormwater, based on projected changes in precipitation amounts due to climate change, and incorporates tree and shrub planting to increase carbon sequestration in the city.		Urban Forest, Storm Drain System	Institutional Structures, Measurable Increase in Resilience	Change in impervious surface coverage.	Near-term (by 2024)	Public Works	$ $
Action 3.1.3. Public Building Electrification. Identify opportunities to incorporate electrification of City facilities and buildings, including solar photovoltaic power system and battery backup installation, into the Capital Improvement Program (CIP). As an initial step, identify and develop a pilot project to electrify a city building or facility, including the installation of a photovoltaic power system.		Power Grid, City Facilities	Institutional Structures, Measurable Increase in Resilience	Public building electrification pilot project completed.	Near-term (by 2024)	Public Works	$ $ $
Action 3.1.4. Reduce Stormwater Runoff. Reduce stormwater runoff through implementation of stormwater diversion and infiltration projects that reduce pollution problems caused by more frequent and intense storms and more extreme flooding events.		Storm Drain System, Carmel Beach	Measurable Increase in Resilience	Stormwater diversion project implemented	Long-term (by 2032)	Public Works	$ $ $
Action 3.1.5. Storm Drain Repair Funding and Improvements. Earmark Capital Improvement Program (CIP) funding for design, permitting and implementation of storm drain repairs. Include strategies in the 2021 Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) for potential regional funding. Upsize Storm Drain Master Plan (SDMP) improvements, especially when making repairs in the lower reaches of watersheds, to handle larger storms.		Storm Drain System	Funding	Number of adaptation projects funded through CIP	Near-term (by 2024)	Public Works	$ $ $

Action	Climate Hazard	Asset/Population	Criteria	Metric	Timeframe	Implementation Lead	Cost
Action 3.1.6. Retrofit Existing Critical Buildings and Related Infrastructure. Conduct an evaluation of all first-responder and municipal facilities to determine retrofits that may be needed for long-term resilience to climate change hazards including sea-level rise related flooding and erosion, increased wind/storm events, an increase in high heat days, and/or wildfire depending upon location and risk factors. Develop a budget and schedule for retrofits based on the findings of the municipal facilities. Retrofit existing critical buildings as detailed in the program schedule.		Emergency Response Facilities – Fire station, EOC, PD, PW, City Hall, etc., Hospital and Emergency Medical Care Facilities	Measurable Increase in Resilience, Funding	List of critical buildings and related infrastructure requiring retrofits	Near-term (by 2024)	Public Works	$ $ $
Action 3.1.7. Water Conservation. Partner with the Monterey Peninsula Water Management District to reduce water demand and increase water recycling, such as stormwater capture and grey water reuse, through education and outreach. Provide information and incentives for residential water use reduction, focusing engagement on vulnerable communities first.		Water Supply	Partnerships, Equity, Engagement	Water demand reduced, incentives for grey water reuse developed and shared	Near-term (by 2024)	Community Planning and Building and Public Works	$
Action 3.1.8. Bluff Structural Monitoring Program. Implement bluff structural monitoring program and do follow-up monitoring post-storm to identify additional footing stability issues.		Carmel Beach	Measurable Increase in Resilience	Bluff structural monitoring program implemented	Mid-term (by 2027)	Public Works	$ $
Action 3.1.9. Sea Level Rise Coastal Vulnerability Study. Hire coastal engineer with experience in planning for climate change to: (1) Conduct research and prepare a Sea-Level Rise Vulnerability Study to further assess the risks to the city's coastal assets, including the beach, sea walls, revetments, bluffs, stairs and access, public bathrooms, parking areas, drainage infrastructure, and utilities. (2) Determine adaptation measures and Local Coastal Program policy options, including but not limited to: a) Mostly natural, unarmored North Dunes area; b) mostly armored bluffs along Scenic Roach south of 8th Avenue; c) Unarmored dunes along private property between 8th Avenue and Del Mar Parking Lot; d) Armored private properties on the bluffs at the north end of the City (Pescadero Canyon area). (3) Evaluate the use of thresholds for phasing adaptation projects based on changing coastal conditions. Consider applying an adaptive pathways approach which establishes trigger thresholds for different adaptive measures based on the severity of the impact from flooding and erosion associated with sea-level rise.		Carmel Beach, Shoreline Access Infrastructure, Seawall and Revetments	Adaptive Management	Sea-level rise vulnerability study completed	Near-term (by 2024)	Public Works	$ $ $
Action 3.1.10. Wastewater Treatment. Collaborate with the Carmel Area Wastewater District (CAWD) to increase the facilities and associated infrastructure (ex. sewer lines) resilience to sea level rise and stronger storms. Maintain staff/council personnel as liaisons to CAWD.		Water Supply, Storm Drain System	Partnerships	Number of collaboration meetings with CAWD regarding facility's resilience	Near-term (by 2024) and Ongoing	Community Planning and Building and Public Works	$

Action	Climate Hazard	Asset/Population	Criteria	Metric	Timeframe	Implementation Lead	Cost
Policy 3.2. Incorporate climate change adaptation into relevant plans and standards.							
Action 3.2.1. Development Standards. Evaluate City's development standards for consistency with best practices for reducing climate change risk (e.g., wildfire risk) for both new and existing development, including but not limited to incorporating defensible space design in landscaping guidelines and permitting the use of fire-resistant building materials that may conflict with current Design Guidelines. Develop a project checklist for building and site adaptation measures. The checklist, included with permit applications, should serve to provide education to permit applicants on modifications to site plans and structures that can improve a project's resilience to existing and potential future climate change hazards.		Residents, Local Businesses, Second Homes	Institutional Structures, Adaptive Management	Number of projects implementing adaptation measures, City development standards consistent with best practices for reducing wildfire risk	Mid-term (by 2027)	Community Planning and Building	$ $
Action 3.2.2. Update City Planning Guidelines. Update the City's municipal code to maintain consistency with current California codes (California Building Code Chapter 7 and California Residential Code R337) throughout the City.		Residents, Local Businesses, Second Homes	Institutional Structures, Adaptive Management	City municipal code consistent with current California codes	Near-term (by 2024)	Community Planning and Building	$ $
Action 3.2.3. Incorporate Climate Change Adaptation into Local Plans. Prioritize the update of local plans, including the Climate Change Vulnerability Assessment, Local Coastal Program, General Plan, Mission Trails Nature Reserve Master Plan, Del Mar Master Plan, Shoreline Management Plan, and drought planning to promote climate change resilience as new information is available.		All	Adaptive Management	Number plans updated to incorporate adaptation	Mid-term (by 2027)	Community Planning and Building/Public Works	$ $
Action 3.2.4. Update Shoreline Management Plan. Update Shoreline Management Plan and Local Coastal Program based on results of Sea-level Rise Vulnerability Study.		Carmel Beach	Adaptive Management	Shoreline Management Plan and Local Coastal Program updated	Long-term (by 2032)	Community Planning and Building and Public Works	$ $
Action 3.2.5. Multi-Jurisdictional Hazard Mitigation Plan. Maintain a comprehensive list of projects, based on existing plans and gaps identified in the Vulnerability Assessment, to provide to Monterey County during updates to the Monterey County Multi-Jurisdictional Hazard Mitigation Plan in 2022 and beyond.		All	Adaptive Management	Number of adaptation projects included in the Multi-Jurisdictional Hazard Mitigation Plan	Near-term (by 2024)	Community Planning and Building, Police, and Public Works	$

Implementation and Monitoring

Implementation

Implementation of the Climate Adaptation Plan will require City staff time and resources, along with strategic collaboration and leadership among key partners and regular and meaningful community engagement. Implementation of actions will require regular tracking and reporting to measure progress against established goals. This section describes the guidance, tools, responsibilities, and analysis required to effectively implement and monitor progress with the adaptation strategy. An implementation guide, which provides each adaptation action sorted by timeframe for implementation and organized by goal and policy, can be found in Appendix D. The appendix includes relevant case study examples to illustrate how policies and actions are being transformed into specific projects and programs.

Implementation Roles and Responsibilities

Effective implementation of the Climate Adaptation Plan will not only require coordination and leadership from the City and its partners, but also the active engagement and development of partnerships with community stakeholders, local businesses, and residents to achieve steady progress towards the City's climate resilience goals.

City's Role

The City will serve as the direct lead in the implementation and monitoring of the Climate Adaptation Plan. The City should incorporate the actions of the Climate Adaptation Plan into the operations, financial decision-making, community engagement, and overall planning processes. In alignment with the climate adaptation goals and policies, the City should update city services, building codes, and related programs, and pursue revenue and funding sources for implementing adaptation actions and projects. The City will be responsible for ensuring that the plan remains a relevant document informed by the best available science and is reviewed, evaluated, and updated on a consistent basis. Through the implementation, review, and updating process, the City should continue to actively engage vulnerable populations, such as the elderly and individuals with disabilities, through public workshops and other engagement opportunities to develop adaptation strategies that are inclusive, equitable, and effectively addressing community needs. City departments and entities tasked with leading implementation of adaptation actions include Public Works, Police & Fire, Community Planning & Building, the Library, City Hall, and the Community Emergency Response Team (CERT). See Appendix D, which shows which department is responsible for leading each action. The Adaptation Strategy identifies a Grant Writer/Climate Coordinator (action 1.4.4.) as a key position to ensure that each City department lead is making progress on their adaptation actions. Appendix D provides a detailed implementation guide indicating the appropriate City lead for each action with actions sorted by timeframe for implementation. The City Council should also consider establishing and appointing a new Sustainability Commission to support the implementation of the Climate Adaptation Plan by providing feedback on progress reports as described below in the Reporting on Progress section.

The Role of Partners

Partnerships will allow for efficient problem solving, regional collaboration for feasibility studies and other adaptation-related work, and the ability to widely communicate resources. To facilitate implementation of some of the actions, the City should coordinate with several key partners, as identified below.

Table 5 Partner Role

Organization	Partner Description and Opportunities
Fire Protection	
Firewise USA	Firewise USA provides as framework of communities and neighbors to organize and participate in wildfire risk mitigation efforts. Once a local fire safe council/neighborhood has been certified, the City should partner with the group to increase community resilience to wildfire.
California Department of Forestry and Fire Protection (CAL FIRE)	CAL FIRE protects and stewards over 31 million acres of California's privately owned wildlands. The Department also provides emergency services in 36 of the State's 58 counties through contracts with local governments and prevents wildfires in the State Responsibility Area (SRA). The City should apply for grant funding from CAL FIRE to better prepared for wildfires.
Monterey Fire	Monterey Fire serves an area of about 400 square miles and provides fire and emergency services as well as community education programs to Carmel and other jurisdictions in Monterey County. The City should regularly partner with Monterey Fire on defensible space code enforcement, education and outreach, and emergency preparedness.
National and Statewide Partners	
The U.S. Army Corps of Engineers	The U.S. Army Corps of Engineers provides engineering solutions to reduce disaster risk and energize the economy. They also have a regulatory program to protect the nation's aquatic resources and navigable capacity. The City should coordinate with the U.S. Army Corps of Engineers to implement projects related to coastal flood hazard reduction and/or habitat restoration that would serve as adaptation strategies.
California Department of Transportation (Caltrans)	Caltrans is responsible for designing, building, and maintaining the State's transportation system, including Highway 1. The City should partner with them to discuss feasible sea-level-rise adaptation strategies.
The California Coastal Commission	The California Coastal Commission plans and regulates the use of land and water in the coastal zone. The City should continue to collaborate with the California Coastal Commission regarding planning for sea level rise and climate change through Local Coastal Program updates.
Utilities	Electric, gas, cable, telephone, and other utility companies contain assets that will be affected by climate hazards. The City should coordinate with these utilities to discuss feasible adaptation strategies.
Regional Partners	
Association of Monterey Bay Area Governments (AMBAG)	AMBAG leads regional collaboration and services to analyze, plan and implement regional policies for Counties and Cities of Monterey, Santa Cruz, and San Benito. The City should collaborate with AMBAG to plan and implement regional-scale adaptation strategies.
Central Coast Community Energy (3CE)	3CE is a Community Choice Energy agency that sources clean and renewable electricity for Monterey, San Benito, and Santa Cruz and parts of San Luis Obispo and Santa Barbara counties. The City should collaborate with 3CE to plan and implement adaptation strategies that increase electricity reliability in the face of climate hazards.

Organization	Partner Description and Opportunities
The Central Coast Climate Collaborative	The Central Coast Climate Collaborative is a membership organization cultivating a network of local and regional community leaders throughout six Central Coast counties to address climate change mitigation and adaptation. The City could consider participating in the Central Coast Climate Collaborative to share best practices and information with other local and regional agencies.
Monterey Peninsula Water Management District (MPWMD)	MPWMD serves approximately 112,000 people within the cities of Carmel-by-the-Sea, Del Rey Oaks, Monterey, Pacific Grove, Seaside, Sand City, Monterey Peninsula Airport District and portions of unincorporated Monterey County. Climate change and water are inextricably linked, and the city should maintain staff and council liaisons to help frame and integrate immediate and long term water planning into climate change adaptation.
County-based Partners	
The Monterey County Health Department	The Monterey County Health Department is a membership organization cultivating a network of local and regional community leaders throughout six Central Coast counties to address climate change mitigation and adaptation. The City could consider participating in the Central Coast Climate Collaborative to share best practices and information with other local and regional agencies.
The Monterey County Workforce Development Board (WDB)	The Monterey County Workforce Development Board coordinates with public and private partners to train and place individuals with the skills that employers need. WDB provides job seekers with connections, services, and resources needed to successfully join the workforce. The City should partner with WDB to establish education and training partnerships for workers displaced or negatively impacted by climate change.
The County of Monterey Economic Development Department	The County of Monterey Economic Development Department coordinates and facilitates the County's efforts to attract, return, and grow businesses and jobs and provide affordable housing throughout the County. The City should work with the County of Monterey Economic Development Department to develop more integrated strategies for job protection, economic sustenance, and the protection of vulnerable populations more at risk of temporary or permanent job dislocation due to climate change.
California State University (CSU) Monterey Bay	CSU Monterey Bay, founded in 1994, is a public, coeducational institution that provides undergraduate degrees, graduate degrees, and teacher certifications. The City should partner with CSU Monterey Bay to conduct local adaptation-related studies.
City-based Partners	
Carmel Area Wastewater District (CAWD)	CAWD provides wastewater treatment services Carmel-by-the-Sea and is owned, operated, and managed by the community via an elected Board of Directors. The City should maintain staff or council personnel as liaisons to CAWD to increase the facility's resilience to sea level rise and stronger storms.
Neighboring Cities	Neighboring cities include Monterey, Pacific Grove, Salinas, Del Rey Oakes, Marina, Sand City, and Seaside. The City should stay in regular communication with neighboring jurisdictions to share best practices and information on adaption planning, to jointly conduct needed monitoring, and to coordinate on issues that cross jurisdictional boundaries.

Organization	Partner Description and Opportunities
The Carmel Foundation	The Carmel Foundation is a Carmel-based membership organization with over 3,000 members 55 years of age and older that facilitates interactive programs, activities, and classes for its members. The City should partner with the Carmel Foundation to develop and plan for a social support network to increase resilience to climate change.
Local community and volunteer groups	Local community and volunteer groups can help disseminate adaptation-related information and workshops to all residents and communicate information back to the City.
The Carmel Chamber of Commerce	The Carmel Chamber of Commerce provides programs, workshops, and networking to promote the businesses in the City of Carmel. The City should partner with the Carmel Chamber of Commerce to increase economic resilience by developing strategies for job protection in the face of climate change.
Visit Carmel-by-the-Sea	Visit Carmel-by-the-Sea provides exclusive offers, itineraries, and resources for visitors to utilize when planning a visit to the City. The City could coordinate with Visit Carmel-by-the-Sea to distribute evacuation information to visitors, in the event of a climate change-induced disaster.
Carmel Unified School District	Carmel Unified School District serves communities in Carmel-by-the-Sea, Carmel Valley, and Big Sur, and has three elementary school, one middle school, one high school, one continuation high school, adult programs, preschool, and before/after school programs. The City could coordinate with the school district to provide resilience hubs in the community.

These partners are well positioned to support implementation of adaptation actions from the Plan that align with the respective expertise or jurisdictional mandate of each partner organization. For example, the Monterey County Health Department is best positioned to provide City emergency providers with information and data regarding potential health threats associated with climate change hazards for incorporation into disaster and emergency early warning systems. Similarly, the Carmel Foundation and Carmel Residents Association have the connections and expertise to support the development of a plan for a social support network that improves communication among vulnerable populations regarding climate change. Climate Adaptation Plan partners can utilize their expertise, relationships, and resources to work with the City on implementing adaptation-related engagement efforts, planning, and other related projects.

The Role of Business

A large portion of local businesses in the City is in the hospitality industry. Businesses, such as restaurants, hotels, and art galleries, can serve as key Climate Adaptation Plan partners by promoting outreach events and campaigns that center the engagement of the community in conversations around climate risks and concerns. The City should partner with the Carmel Chamber of Commerce, the Monterey County Workforce Development Board, and the County of Monterey Economic Development Department to support businesses in developing continuity plans and guidelines that support economic resilience, protect vulnerable workers, and prepare for emergency and disaster events. Businesses should explore opportunities to build resilience to climate hazards through improving emergency preparedness, electrifying equipment and procuring battery storage to prepare for potential electrical grid shutoffs.

The Role of Residents

Residents of the City should focus on utilizing the resources and programs developed as a result of the Climate Adaptation Plan to become better informed on ways to prepare for climate change hazards events. Residents can participate in outreach campaigns and local programs to build personal and community resilience.

Residents can create a buffer, or defensible space, between their properties and grass, trees, shrubs, or any wildland area that surround them to help slow or stop the spread of wildfire and help protect their homes. They can also become involved in Carmel-by-the-Sea CERT programming to become better informed on emergency preparedness and promote community scale awareness and disaster mitigation. Another possible avenue for resident participation in the Adaptation Strategy is to convert HVAC units to heat pumps for water heating and space heating in addition to cooling, which can improve indoor air quality and community adaptation to extreme heat.

Funding and Financing Mechanisms

Effective implementation of the Climate Adaptation Plan will require capital investment, funding, and staff time to update and create plans, develop standards and best practices, design programs, conduct studies, maintain projects, and upgrade and institute infrastructure improvements. While some actions have significant costs, some costs can be reduced through the utilization of grants, incentive programs, subsidies, and low interest financing, lessening the financial burden on the City and community.

The City should develop a funding and financing plan to fund the more costly actions in the adaptation strategy. In this plan, the City should consider the following revenue sources.

- **Assessment and Abatement Districts**, often financed through the collection of supplemental tax assessments, allow for the better assessment of hazards and increased funding for maintenance, repairs, and improvements. An example of an Abatement District is provided in Appendix E.
- **Infrastructure Financing Districts**, allow for incremental property tax revenues to be devoted to a specific purpose. Once an infrastructure financing district is established and priority projects have been identified as part of the business plan, funds can be drawn from changes in local tax revenues occurring as part of redevelopment or rezone, or can be used to apply for grant funds.

- **A Shoreline Account** can serve as the primary account where funds generated for future adaptation programs and maintenance would be kept in reserve.
- **Development Impact Mitigation Fees or In-Lieu Fees** can generate funds for implementing adaptation strategies. The City could consider establishing a fee program, similar to those established by the California Coastal Commission, to administer fees for habitat damages. These fees could be used to implement habitat restoration projects and maintenance.
- **Bonds** allow municipalities to borrow money from investors, which is then repaid to the investor over an established period at a certain rate. Green bonds are a new market that has emerged to specifically fund adaptation infrastructure.
- **Taxes** can be imposed to fund adaptation strategies. The City can impose a special tax with two-thirds majority voter approval. The taxing agency must publish an annual report including the tax rate, the amounts of revenues collected and expended, and the status of any project funded by the special tax.
- **Grants**. The City should also explore state and federal funding sources such as FEMA's Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program, Caltrans Adaptation Planning Grant Program, CAL FIRE's Fire Prevention Grants Program, and the California Coastal Commission and California Coastal Conservancy – Local Coastal Program Local Assistant Grant Program and Climate Ready Grants.

The appropriate revenue source option should consider applicability to climate adaptation, revenue potential, and ease of authorization.

Monitoring and Evaluation

The City will lead the monitoring of the Climate Adaptation Plan to assess the effectiveness of the adaptation and resilience strategies and to confirm alignment with changing climate conditions and associated risks. To maintain consistency with the 2020 CalOES APG, the City should designate one department as the responsible agency for carrying out monitoring activities for adaptation action. As noted in the Adaptation Strategy (action 1.4.4), a Grant Writer/Climate Coordinator should be hired within the Public Works Department to lead monitoring and evaluation of the Climate Adaptation Plan. While some adaptation actions can be implemented using existing staff time, full Climate Adaptation Plan implementation will require additional staff and consultant time to coordinate implementation of the Climate Adaptation Plan and monitor progress. Responsibilities will include collecting and compiling all monitoring data and conducting an overall assessment of effectiveness annually. The City should follow monitoring with annual evaluation of the adaptation actions to be able to adjust in line with community needs. Re-evaluation of adaptation strategies should occur when an adaptation strategy is identified as losing effectiveness. When an adaptation action loses effectiveness, the vulnerability and susceptibility of the populations, assets, resources, and/or operations it affects should be reassessed.

The Climate Adaptation Plan should be monitored through tracking quantitative metrics to assess progress towards achieving the adaptation goals. For example, for Action 1.3.2, the City would track the number of heat pumps installed and for Action 3.1.2, the City would track the change in impervious surface coverage.

Annually, policy performance should be monitored and reported to determine the extent to which the City is achieving the adaptation policies and goals. The City should also track quantitative metrics that gauge compliance with the policies. For example, for Policy 3.2, the City would track the number of relevant plans and standards that were updated to incorporate climate change adaptation. To evaluate how adaptation strategies are considering and addressing the concerns of vulnerable populations, the City should consider defining and annually measuring a series of equity-related metrics and communicating findings through an online reporting system. The Climate Adaptation Plan should be monitored and evaluated simultaneously with the City's greenhouse gas reduction actions to measure the City's overall progress towards acting on climate change and increasing community resilience.

Reporting on Progress

The City should produce an annual report describing achievement towards the Climate Adaptation goals, policies, and actions. The report could be posted on the City website and disseminated into the community, with support from engagement partners. The report should contain quantitative information regarding metric tracking as well as lessons learned and future plans to address challenges. It is recommended that the City establish a new Sustainability Commission to be responsible for reviewing the report, providing feedback on progress, and sharing any concerns around the strategies for increasing community resilience. Alternatively, this responsibility could be assigned to the Planning Commission or the Forest and Beach Commission. With guidance from the assigned Commission, City and partner staff, and the community, the City should update the Climate Adaptation Plan on or before 2030.

Updating the Climate Adaptation Plan and Vulnerability Assessment

The Vulnerability Assessment and Climate Adaptation Plan should be updated to incorporate new climate science data, shifting community priorities, implementation hurdles, changes in best practice, and technological advances. The Climate Committee determined that a coastal engineering study will be necessary to fully assess the impacts of sea level rise on City assets and to determine policies and actions to address those impacts. The Climate Adaptation Plan should be updated once this study has been completed. The City Council was supportive of the Climate Committee continuing with oversight of the coastal engineering study. It is important that through each iteration of the Vulnerability Assessment and Climate Adaptation Plan, the City continue to engage key stakeholders, the community, and vulnerable populations.

Data Gaps

In the next update of the Vulnerability Assessment, the City should reassess impacts for which not enough data was available during the July 2021 update (see Appendix B). These include:

- Impacts of stronger storms on
  - Marine sanctuary, sanitary sewer system, hospital and emergency medical care facilities
- Impacts of wildfires on
  - Hospital and emergency medical care facilities
- Impacts of sea level rise on
  - Mission Trail Nature Preserve, landfill and waste management, coastal natural assets, coastal infrastructure assets
- Impacts of more drought on
  - Marine sanctuary
- Impacts of increased temperature on
  - Marine sanctuary, overhead communication, hospital and emergency medical care facilities
- Impacts of fog on
  - Mission Trail Nature Preserve, North Dunes, urban forest, marine sanctuary
- Impacts of ocean warming on
  - Marine sanctuary, visitors, local businesses

Attachment 2

Appendix A
Climate Action Plan

Attachment 2

City of Carmel-by-the-Sea Climate Action Plan

The Path Forward

Adopted by the Carmel-by-the-Sea City Council on August 2nd, 2022

Final
August 2022

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Table of Contents

Introduction 1

Scope of the Climate Action Plan 1

Greenhouse Gas Emissions Inventory and Forecast 2

Community GHG Inventory Scope 2

Transportation GHG Analysis 2

GHG Inventory Results 3

GHG Emissions Forecast 5

Greenhouse Gas Emissions Targets 8

Greenhouse Gas Emission Reduction Strategies 9

Summary of GHG Emissions Reductions 20

Implementation 22

Strategies for Success 22

Monitoring and Evaluation 23

Appendix A – Greenhouse Gas Inventory and Forecasting Technical Memo

INTRODUCTION

Rising concentrations of carbon dioxide and other greenhouse gases are altering temperature and rainfall patterns and contributing to rising sea levels globally. In California, recent historic wildfires, droughts, floods, mudslides, and public safety power shutoffs represent the types of climate change impacts that will continue to be experienced with increasing frequency and severity. Although climate change is a global issue, regional and local governments are uniquely positioned to identify the specific risks and most effective solutions for their communities.

Recognizing the importance of local action, the City of Carmel-by-the-Sea (City) Climate Action Plan (CAP) presents measures that will serve as a road map to meeting Carmel-by-the-Sea's greenhouse gas (GHG) emission reduction targets. It addresses government operations emissions under the City's control, as well as community-wide emissions. The emissions reduction measures build on existing plans, policies and practices already adopted by the City and other regulators, and are consistent with statewide climate legislation. This plan is a companion document to the City's Climate Adaptation Plan and includes several measures that not only reduce the community's GHG emissions but also improve public health and community resilience.

Scope of the Climate Action Plan

This Climate Action Plan consists of the following elements:

(1) a greenhouse gas emissions inventory (summarized in this chapter and provided in full as Appendix A),

(2) a 2030 greenhouse gas emissions target and forecast, and a 2045 carbon neutrality goal, in line with Statewide goals,

(3) an action plan to meet these targets, and

(4) implementation and monitoring recommendations to ensure continued success towards reaching GHG reduction goals.

The CAP identifies strategies to guide the development and implementation of GHG reduction measures in the City of Carmel-by-the-Sea, and quantifies the emissions reductions that result from these strategies. The overall benefits of the CAP are much greater than reducing GHG emissions; it includes quality of life and resilience improvements for the community, potential energy cost savings for residents and businesses, and protection of environmental and community assets for future generations.

The CAP proposes strategies to reduce GHG emissions from community-wide activities and government operations. Strategies are broken down into six goals:
Goal 1: Energy Efficiency and Electrification of Residential and Commercial Buildings
Goal 2: Improved Transportation Choices
Goal 3: Renewable Energy Sources
Goal 4: Water Efficiency
Goal 5: Waste Reduction
Goal 6: Urban Forest Protection and Heat Island Effect Reduction

GREENHOUSE GAS EMISSIONS INVENTORY AND FORECAST

GHG emissions inventories are the foundation of planning for future reductions. Establishing an inventory of emissions helps to identify and categorize the major sources of emissions produced over a single calendar year. A community inventory includes GHG emissions that result from the activities of city residents and businesses. The inventory identifies the major sources of GHG emissions resulting from activities in sectors that are specific to community activities.

Community GHG Inventory Scope

The Association of Monterey Bay Area Governments (AMBAG) has prepared community inventories for its member jurisdictions, including the City, for the years 2005, 2010, 2015, 2018, and 2019. The 2019 inventory is the most recent year for which data is available. Table A provides the sectors evaluated in the GHG inventories.

Table A: Community Sectors Evaluated

Community Sectors
Residential Energy (Electricity and Natural Gas)
Commercial Energy (Electricity and Natural Gas)
On-Road Transportation
Solid Waste
Wastewater

AMBAG calculated GHG emissions using the available activity data (e.g., kilowatt-hours of electricity) in the State Energy Efficiency Collaborative (SEEC) ClearPath tools to convert activity data to emissions output using relevant emission factors.

Transportation GHG Analysis

LSA Associates (LSA) was retained by the City to develop an updated GHG emissions inventory to address specific concerns associated with the City's unique tourist-based economy that attracts visitors from around the State and the world (Appendix A). The City wanted to better understand the relationship between its tourist economy and GHG emissions resulting from tourism. The City had two specific goals: (1) understanding GHG emissions from on-road transportation based upon the origins and destinations of vehicle trips attributable to the City; and (2) developing GHG reduction strategies that will be effective for different types of vehicle trips including vehicle trips resulting from tourism, vacation homes, employee commutes, delivery services, and other local trips.

The analysis determined the following vehicle trip information:

- Local trips made up approximately 7 percent (%) of all vehicle trips in the City and averaged 6.5 miles.
- Commute trips represented 38% of all vehicle trips in the City and averaged 27 miles per trip.
- Delivery services providing supplies to local businesses and construction sites in the City made up approximately 10% of all vehicle trips and averaged 27 miles.

- 20% of vehicle trips result from the occupants of second homes in Carmel with an average trip length of 120 miles from their origin to the second home.
- Domestic tourists (primarily from the Bay Area and Salinas) make up 22.5% of vehicle trips. Their mileage varies depending on their origin from 27 miles for visitors from Salinas to 322 miles for those from Los Angeles and Orange Counties.
- International tourists make up approximately 2.5% of vehicle trips. Many of these visitors took a tour bus to arrive in Carmel from San Francisco International Airport.

There are three types of GHG emissions that the United States Environmental Protection Agency (EPA) defines in their guidance protocols: Scope 1 GHG emissions are "direct" emissions from sources that are controlled by the jurisdiction; Scope 2 emissions are "indirect" emissions from sources controlled by the jurisdictions, such as emissions from the generation of electricity; Scope 3 emissions are from sources not controlled by the jurisdiction.

According to the EPA protocols, GHG emissions associated with vehicle miles traveled within Monterey County boundaries are considered "Scope 1" emissions and are counted in the City's GHG inventory and target setting. The GHG emissions associated with vehicle miles traveled outside of the Monterey County boundaries are considered Scope 3 emissions. Although these emissions are not included in the target setting, the City has developed strategies focused on reducing these emissions as well.

GHG Inventory Results

The City's total emissions in 2019 were 30,962 metric tons of carbon dioxide equivalent (MT CO_2e). As shown in Figure 1 and Table B, the on-road transportation sector was the largest contributor to emissions in the 2019 inventory, with 45.8% of the City's total GHG emissions. Natural gas from residential and commercial buildings made up 43.2% of the City's GHG emissions.

The third most significant category of emissions was solid waste at 10.3% of total emissions. Solid waste emissions are associated with the decomposition of organic waste material in landfills, which generates methane gas, a greenhouse gas 84 times more potent than carbon dioxide.

Electricity (0.5%), and wastewater (0.2%) comprised the remainder of the emissions. As shown in Figure 2, electricity accounts for a low percentage of total emissions due to the power supply mix provided by Central Coast Community Energy (3CE), which relies largely on low-carbon energy sources.

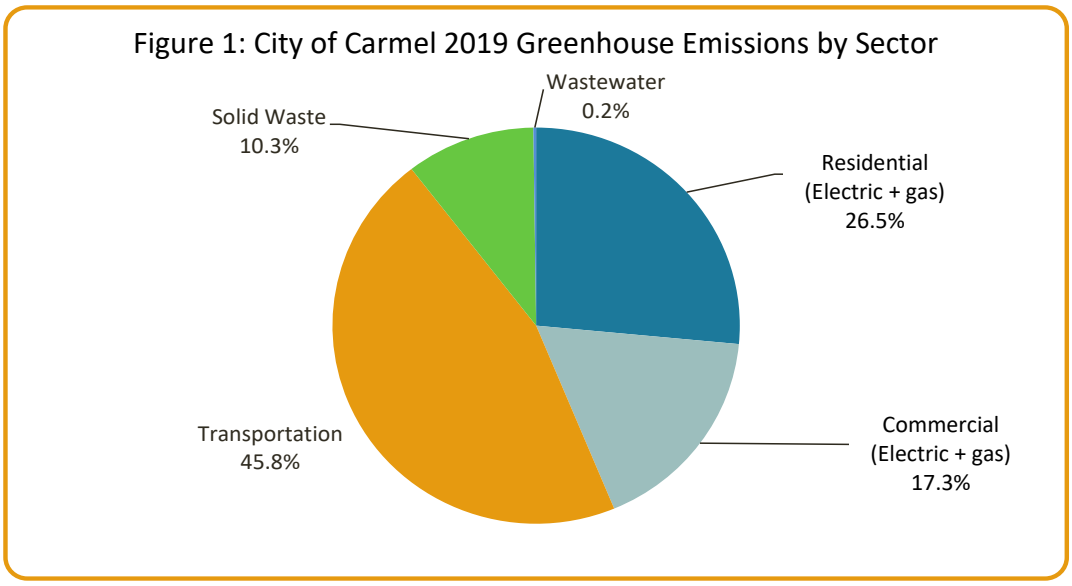
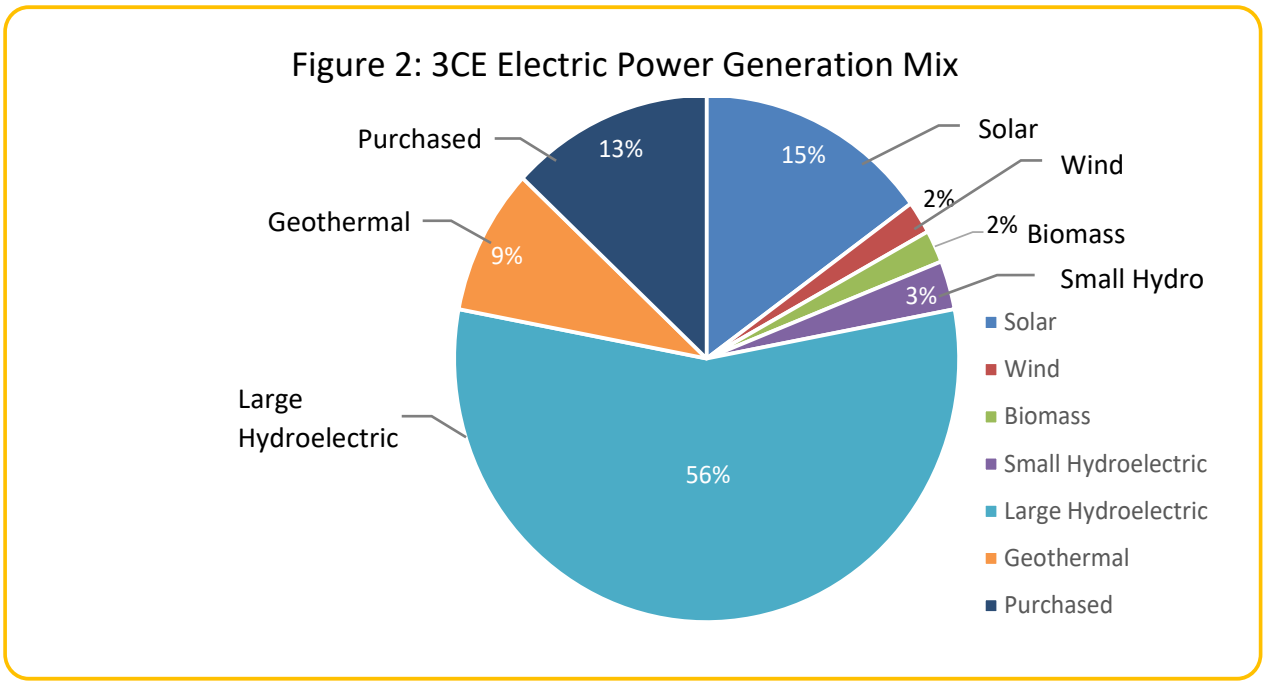


Table B: Communitywide GHG Emissions by Sector for 2019

Sector	2019 (MT CO_2e)	Percent of Total
On-road Transportation		
Scope 1	14,173	45.8
Scope 3	15,115	
Electricity		
Residential	63	0.5
Commercial	92	
Natural Gas		
Residential	8,138	43.2
Commercial	5,250	
Solid Waste	3,178	10.3
Wastewater	68	0.2
Total Scope 1 Emissions	**30,962**	100
Total with Scope 3 Emissions	**46,076**	

Source: AMBAG and LSA 2021.
MT CO_2e = metric tons of carbon dioxide equivalent



GHG Emissions Forecast

Forecasting future GHG emissions allows the City to understand how emissions are expected to increase or decrease in the future. Major changes in growth or land uses may affect how to best plan to reduce emissions in the future. GHG emissions are forecast using two scenarios: a Business-as-Usual (BAU) scenario and an Adjusted BAU (ABAU) scenario. The BAU scenario describes emissions based on projected growth in population and employment and does not consider policies that would reduce emissions in the future (that is, the policies and related efficiency levels in place in 2019 are assumed to remain constant through 2045). The City's projected growth is estimated using data from AMBAG's adopted growth forecasts for Carmel by-the-Sea, which provides the City's demographic growth indicators for the years 2030 and 2045. The growth rates for households, population, and employment were estimated based on the available data and used to estimate the growth in households, population, and employment into the year 2045. Table C shows the growth projections used to develop the emissions forecasts. As shown in this table, population, jobs, and energy consumption will experience very low growth rates in the City through 2045.

The ABAU scenario describes emissions based on projected growth *and* considers policies that will achieve GHG reductions in the future. By evaluating the two scenarios, the City can evaluate the effect that existing policies may have on future emissions and determine which local measures would provide additional reductions.

Two future years are forecast for each scenario: 2030 and 2045. The 2030 forecast year is consistent with the goals identified in the Senate Bill (SB) 32, and the corresponding Statewide Scoping Plan, which identifies Statewide GHG reduction targets for 2030.

As shown in Table D, the 2030 BAU emissions are estimated to be 29,445 $MTCO_2e$. By 2045, emissions are estimated to decrease to 27,471MT CO_2e. This modest reduction in GHG

emissions is due to changes over time as people purchase newer and more energy efficient automobiles and appliances.

As shown in Table E, the City's ABAU emissions are estimated to be 23,013 MT CO_2e in 2030, and 19,013 MT CO_2e in 2045. The ABAU takes into account stringent State regulations related to transportation (vehicle efficiency and low carbon fuel standards) and energy sectors (renewable energy portfolio standards and requirements for a portion of the natural gas supply to be renewable natural gas).

Table C: Growth Indicators for 2020, 2030, and 2045

Sector	Demographic Indicator	2020	2030	2020–2030 CAGR[1] Percent	2045	2020–2045 CAGR Percent
Residential Energy	Households	3,437	3,442	0.0002	3,459	0.0064
Commercial/Industrial Energy	Jobs	3,556	3,674	0.0033	3,915	0.0040
N/A[2]	Population	3,949	3,954	0.0001	3,984	0.0035
VMT, Solid Waste and Wastewater	Service Population (Population + Jobs)	7,505	7,628	0.0015	7,899	0.0020

Source: AMBAG, 2022 Regional Growth Forecast
[1] CAGR = Compound annual growth rate.
[2] Not applicable. Population data are shown for informational purposes but are not used for forecasting any sector.

Table D: Business As Usual (BAU) Forecast Emissions

Sector	2019 (MT CO_2e)	2030 (MT CO_2e)	Percent Change 2019–2030	2045 (MT CO_2e)	Percent Change 2019–2045
On-road Transportation Scope 1: Scope 3:	 14,173 15,115	 13,316 14,201	-5%	 12,582 13,418	-11%
Electricity Residential Commercial	 63 92	 60 87	-5%	 56 82	-11%
Natural Gas Residential Commercial	 8,138 5,250	 7,759 4,961	-4%	 7,239 4,628	-11%
Solid Waste	3,178	3,033	4%	2,830	-11%
Wastewater	68	59	-5%	55	-12%
Total (Scope 1) **Total (Scope 3)**	**30,962** **46,076**	**29,445** **43,646**	-5%	**27,471** **40,889**	-11%

Source: LSA forecasts for the City of Carmel by-the-Sea, 2021.
MT CO_2e = metric tons carbon dioxide equivalent

Table E: Adjusted Business As Usual (ABAU) Forecast Emissions

Sector	2019 (MT CO_2e)	2030 (MT CO_2e)	Percent Change (2019–2030)	2045 (MT CO_2e)	Percent Change (2019–2045)
On-road Transportation			-26.6%		-38.6%
Scope 1:	14,173	10,407		8,708	
Scope 3:	15,115	11,105		9,285	
Electricity					
Residential	63	47	-25.4%	39	-38.1%
Commercial	92	68		57	
Natural Gas					
Residential	8,138	6,138	-24.6%	5,010	-38.4%
Commercial	5,250	3,935		3,203	
Solid Waste	3,178	2,372	-25.4%	1,958	-38.3%
Wastewater	68	46	-32.4%	38	-44.1%
Total (Scope 1)	**30,962**	**23,013**	**-25.7%**	**19,013**	**-38.6%**
Total (Scope 3)	**46,076**	**34,118**		**28,298**	

Source: LSA forecasts for the City of Carmel by-the-Sea, 2021.
MT CO_2e = metric tons carbon dioxide equivalent

GREENHOUSE GAS EMISSIONS TARGETS

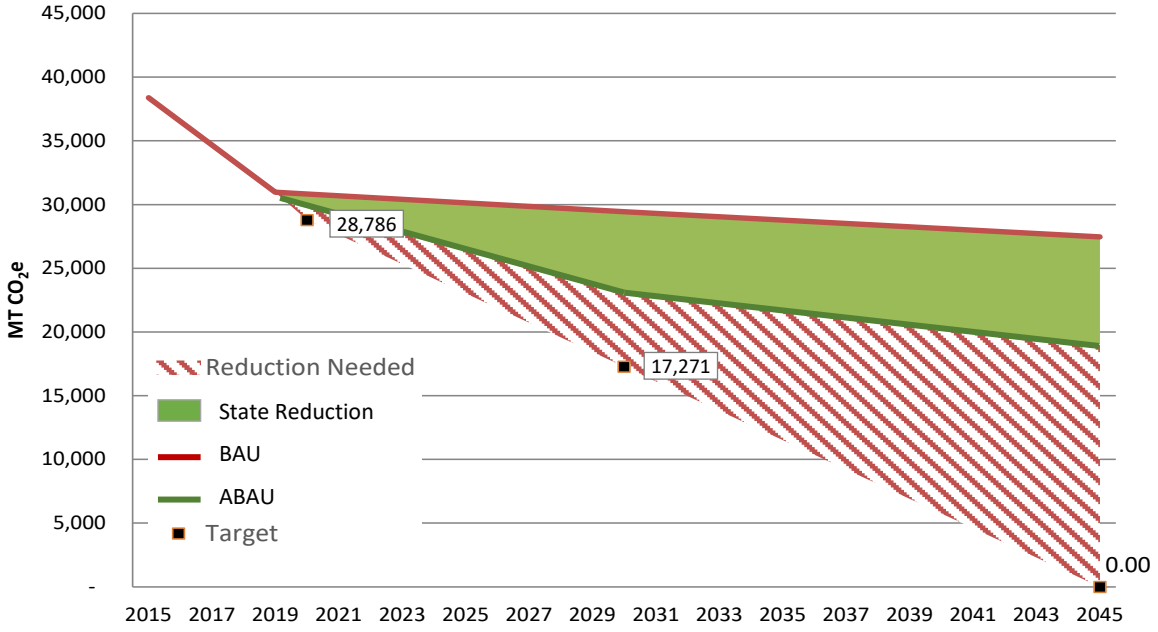
The State has set goals for reducing statewide GHG emissions by 2030 and 2045 through Assembly Bill (AB) 32, Senate Bill (SB) 32, SB 100, and Executive Order (EO)-B-55-18. The State has also provided guidance to local jurisdictions as "essential partners" in achieving the State's goals by identifying a 2030 GHG emissions target 40 percent below 1990 levels. Additionally, continued reduction goals should be implemented beyond the 2030 target to keep the State on a path toward Statewide climate neutrality by 2045.

In the City of Carmel-by-the-Sea, the State's target of 40 percent below 1990 levels by 2030 amounts to a reduction of 12,174 MT of CO_2 equivalent in annual emissions by 2030 compared to the BAU forecast and a reduction of 5,742 MT CO_2e by 2030 compared to the ABAU forecast to meet the State target. The City needs to implement strategies and measures to meet the State's 2030 GHG reduction target.

Additionally, the City's long-term goal is to also meet the State's 2045 carbon neutrality goal. As the City begins to implement the Climate Action Plan, additional measures will need to be identified and developed over time to meet this long-term goal.

Figure 3 depicts the BAU and ABAU forecasts, reduction targets, and additional GHG emission reductions required to meet the reduction targets.

Figure 3: BAU, ABAU forecasts, and Reduction Targets



GREENHOUSE GAS EMISSION REDUCTION STRATEGIES

Based on the City's GHG emissions forecasts and identified targets, the City developed a strategy table (Table F) of community-wide goals, measures, and actions to meet its 2030 reduction target and work towards its 2045 carbon neutrality goal.

In the strategy table, goals describe overarching objectives in a particular sector of GHG emission reductions. There are six goal areas listed in the table:

Goal 1: Energy Efficiency and Electrification of Residential and Commercial Buildings
Goal 2: Improved Transportation Choices
Goal 3: Renewable Energy Sources
Goal 4: Water Efficiency
Goal 5: Waste Reduction
Goal 6: Urban Forest Protection and Heat Island Effect Reduction

Within each goal, one or more measures are presented. Each measure includes a GHG reduction potential by 2030 and one or more actions that indicate the steps the City plans to take in achieving the measure. Certain actions are noted as "supporting actions" that will enhance the effectiveness of program implementation and GHG reductions.

To facilitate implementation of each action by the City, additional information is included for each measure, as follows:

- **Metric:** A performance indicator to gauge progress on implementation of actions. Metrics are a key component of implementing, monitoring, and evaluating the Climate Action Plan.
- **Timeframe**: The timeframe lays out a preliminary timeline for action implementation.
- **Implementation Lead**: The City department(s) that will lead the implementation of each action.
- **Cost**: Sorted into ranges of $-Low (<$25,000), $$-Medium ($25,000 - $100,000), and $$$-High (>$100,000), these estimates are used to determine the extent of funding and financing needed to implement these measures.

TABLE F: GHG Emissions Reduction Strategy Table
Goal 1. Energy Efficiency and Electrification of Residential and Commercial Buildings

Action	2030 GHG Reduction Achieved (MT CO2)		Metric	Timeframe	Implementation Lead	Cost	Corresponding Adaptation Measure
	No Enhancing	With Enhancing					
Measure 1.1 Energy Efficiency Training, Education, Incentives and Recognition for Residential and Commercial							
Action 1.1.1: Energy Efficiency Outreach Post links on website and social media and provide materials at public events re: energy efficiency and electrification resources for residential and commercial, and green building programs such as Leadership in Energy and Environmental Design (LEED), Passive House, Active House, and Energy Upgrade California Promote an annual energy efficiency fair. Promote PG&E energy center and online resources. Hold trainings on energy efficiency and Title 24 requirements.	Supporting Action	Supporting Action	- Energy efficiency resources on website, Friday Letter, social media - Energy efficiency fair held (Earth Day) - Title 24 training held	2022-2024	Building, Planning, Public Works, Community Activities	$	1.3.6
Action 1.1.2: Energy Efficiency and Electrification Incentives Partner with AMBAG, PG&E and 3CE to promote incentive programs for residential and commercial efficiency and electrification, including heat pump retrofits and gas appliance and fireplace retrofits.	71.1	71.1	- Incentive programs posted on website, Friday Letter, social media - Incentive programs promoted at energy fair - Incentive program promoted thru Green Business and Green Citizen programs	2023-2025	Building, Planning, Public Works	$	1.3.2, 1.3.6
Action 1.1.3: Energy Efficiency Audits Promote PG&E energy audits and tools for residential and commercial	Supporting Action	Supporting Action	- Audit Information on website, Friday Letter, social media - Information shared at annual fair	2022-2024	Planning, Public Works	$	

Action	2030 GHG Reduction Achieved (MT CO2)		Metric	Timeframe	Implementation Lead	Cost	Corresponding Adaptation Measure
	No Enhancing	With Enhancing					
Measure 1.2 Energy Efficiency in Renovation Projects							
Action 1.2.1: Feasibility Study for Existing Building Electrification and Back-up Power. Perform an electrification feasibility study/existing building analysis in order to understand the potential for, and associated costs of, electrification retrofitting, including heat pumps, along with on-site energy generation, battery storage, and electric car readiness to provide a more resilient back-up power supply. Establish a plan for reducing or eliminating natural gas from existing buildings, through a reach code, and building resilience to potential electrical grid shutoffs.	Supporting Action	Supporting Action	- Feasibility Study for Existing Building Electrification and Back-up Power completed	2022-2024	Building, Planning, Public Works	$ $	1.3.4
Action 1.2.2: Residential Home Energy Renovations. Enhance enforcement of Title 24 compliance and promote participation in green building programs. Develop a Reach Code based on the results of the Feasibility Study (Action 1.2.1). If feasible, the Reach Code should require electrification retrofits, including electric car readiness, in major home renovations/additions. Evaluate feasibility of streamlining online permitting to facilitate electrification retrofits	1,217.5	1,294.6	- 100% of regulated projects are Title 24 compliant - Reach Code Adopted by City Council - Online permitting streamlined for electrification-only retrofits - Passive House, LEED, Build It Green, Energy Star information on City website and at energy fair	2023-2025	Building, Planning	$ $	
Action 1.2.3: Residential Home Energy Renovation Incentives. Develop a program to promote home energy efficiency and electrification benefits, advertise incentives, and recognize residents that implement retrofits, such as a Green Citizen Program. Promote financing programs for home upgrades, such as Home Energy Renovation Opportunity (HERO) and Property Assessed Clean Energy (PACE) Promote incentives available to homeowners to convert to all-electric homes and install EV chargers. Evaluate the feasibility of providing additional incentives.	Supporting Action	Supporting Action	- Green Citizen Program developed - Financing information on website, at energy fair - Incentive information on website, at energy fair	2022-2024	Building, Planning, Public Works	$	1.3.6

Action	2030 GHG Reduction Achieved (MT CO2)		Metric	Timeframe	Implementation Lead	Cost	Corresponding Adaptation Measure
	No Enhancing	With Enhancing					
Action 1.2.4: Commercial Energy Renovations. Enhance enforcement of Title 24 compliance Develop a Reach Code based on the results of the Feasibility Study (Action 1.2.1). If feasible, the Reach Code should require electrification retrofits in major commercial renovations/expansions, unless the business can show a need for natural gas (restaurants, pottery kilns etc.) Promote participation in green building programs such as Leadership in Energy and Environmental Design (LEED), Passive House, and Energy Upgrade California. Evaluate the feasibility of streamlining online permitting to facilitate electrification retrofits	1,206.2	1,666	- 100% of regulated projects are Title 24 compliant - Reach Code Adopted by City Council - Online permitting streamlined for electrification-only retrofits - Passive House, LEED, Build It Green, Energy Star information on City website and at energy fair	2023-2025	Building, Planning	$ $	
Action 1.2.5: Commercial Energy Renovation Incentives. Partner with AMBAG and 3CE incentive programs to increase business participation in commercial energy efficiency programs Promote financing programs for home upgrades, such as Property Assessed Clean Energy (PACE) Initiate a Green Business Certification Program for businesses that follow the California Green Business Program standards (www.greenbusinessca.org). Promote existing incentives for businesses to convert to all-electric buildings. Evaluate the feasibility of providing additional incentives.	69.4	69.4	- Green Business Program initiated - Financing information on website, at energy fair - Incentive information on website, at energy fair, and shared via GBP	2022-2024	Building, Planning, Public Works	$	1.3.6

Action	2030 GHG Reduction Achieved (MT CO2)		Metric	Timeframe	Implementation Lead	Cost	Corresponding Adaptation Measure
	No Enhancing	With Enhancing					
Measure 1.3 Energy Efficiency in New Construction Projects							
Action 1.3.1: Energy Efficiency in New Residential Construction Educate City staff and developers on future Title 24 updates. Promote CalGreenTier 1 and Tier 2 green building ratings such as Passive House, LEED, Build it Green or Energy Star certified buildings. Evaluate feasibility of streamlining online permitting. Develop a Reach Code based on the results of the Feasibility Study (Action 1.2.1). If feasible, the Reach Code should require new residential buildings to be all-electric homes.	0.01	0.01	- 100% of projects are Title 24 compliant - Reach Code Adopted by City Council - Online permitting streamlined for electrification-only retrofits - Passive House, LEED, Build It Green, Energy Star information on City website and at energy fair	2023-2025	Building, Planning	$	
Action 1.3.2: Energy Efficiency in New Commercial Construction Educate City staff and developers on future Title 24 updates. Promote CalGreen Tier 1 and Tier 2 green building ratings such as Passive House, LEED, Build it Green or Energy Star certified buildings. Evaluate feasibility of streamlining online permitting. Develop a Reach Code based on the results of the Feasibility Study (Action 1.2.1). If feasible, the Reach Code should require new commercial buildings to be all-electric with exemptions for business that can show a need for natural gas (restaurants, pottery kilns etc.)	0.0	0.0	- 100% of projects are Title 24 compliant - Reach Code Adopted by City Council - Online permitting streamlined for electrification-only retrofits - Passive House, LEED, Build It Green, Energy Star information on City website and at energy fair	2023-2025	Building, Planning	$	

Goal 2. Improved Transportation Choices

Action	2030 GHG Reduction Achieved (MT CO2)		Metric	Timeframe	Implementation Lead	Cost	Corresponding Adaptation Measure
	No Enhancing	With Enhancing					
Measure 2.1. Alternative Transportation Options							
Action 2.1.1: Reduce Reliance on Automobiles. Work with AMBAG, TAMC and Caltrans to remove barriers to alternative transportation such as safe pedestrian and bicycle access to the City across Highway 1. Promote and provide incentives for bus ridership Explore the feasibility of increasing land use density in downtown during the next General Plan Land Use Element update. Identify and promote within the hotels and visitors center existing shuttle services between Carmel and the airports. Work with Monterey Airport and AMBAG to explore the feasibility of an electric shuttle service between Monterey Airport and destinations in the City.	Scope 1 563 Scope 3 89	Scope 1 563 Scope 3 89	- Outreach on shuttle services created and provided in Carmel hotels - Incentives developed and promoted to encourage bus use - Coordination meetings held with AMBAG, Monterey Airport on shuttle options - Coordination meetings held re: alternative transportation to Carmel - General Plan Land Use Element updated	2023-2030	Planning, Public Works	$ $ $	
Action 2.1.2: Develop Bicycle Master Plan to Create Safe Bike Routes around the City Develop customized bike routes to improve bike transit. Provide signage, reduce speed limits as necessary, and develop safety education programs on “sharing the road” with bikes.	10	10	- Bicycle master plan created - Signage installed - Outreach materials created and shared via City website, newsletters, local newspapers, and other outlets.	2024-2026	Planning, Public Works	$	
Action 2.1.3: Ride-Sharing and Bike to Work Programs within City Operations and Businesses Promote ride-sharing and facilitate air district incentives for ride-sharing Provide reserved preferential parking spaces for ride-sharing, carpooling, and ultra-low or zero emission vehicles in City parking lots. Encourage the same at private businesses that have employee parking. Require businesses of a certain size to provide facilities such as bike racks and showers.	Supporting Action	Supporting Action	- Incentives for ride-sharing created and advertised - Incentives for bike riding created and advertised - Reserved parking spaces created for ride-sharing, and low/zero emission vehicles - Bike racks included in design guidelines for commercial remodels	2022-2024	Planning, Public Works	$	

Action	2030 GHG Reduction Achieved (MT CO2)		Metric	Timeframe	Implementation Lead	Cost	Corresponding Adaptation Measure
	No Enhancing	With Enhancing					
Measure 2.2. Electrify the Fleet							
Action 2.2.1: Prioritize Electric Vehicles (EVs) Promote electric vehicle incentive programs at outreach events. Apply for grants to install e-chargers at public facilities. Work with community groups and businesses to install additional e-chargers. Encourage hotels to provide priority parking for electric vehicles and provide e-chargers. Provide priority parking for bus tours that use electric buses. Work with Visit Carmel to develop and initiate a Green Visitor Program that rewards tourists that use electric vehicles, carbon credits for air-miles, and that adhere to the City's sustainability practices while visiting the City. Require or incentivize major commercial building renovations/expansions to install e-chargers.	Scope 1 1,511 Scope 3 1,425	Scope 1 1,538 Scope 3 1,452	- EV incentives shared on City website, newsletters, and at energy fair - EV chargers installed at City parking lots - Electric bus parking created and associated outreach - Green Visitor Program established - Outreach at Visit Carmel re: EV chargers on hotel properties - EV chargers included in design guidelines for commercial remodels	2024-2026	Planning, Public Works, Community Activities	$ $ $	
Measure 2.3 Initiate Origin/Destination Transportation Model							
Action 2.3.1: Develop Model Develop an Origin Destination Transportation Model focused on Carmel-by-the-Sea using the AMBAG regional model as a base. Update the CAP with new VMT data once the Origin Destination Model is completed.	N/A	N/A	- ODTM Model developed - ODTM results incorporated in updated CAP	2024-2026	Planning, Public Works	$ $	

Goal 3. Renewable Energy Sources

Action	2030 GHG Reduction Achieved (MT CO2)		Metric	Timeframe	Implementation Lead	Cost	Corresponding Adaptation Measure
	No Enhancing	With Enhancing					
Measure 3.1. Promote Clean Energy							
Action 3.1.1: Incentivize Clean Energy Installations Promote clean energy incentives to the community Incentivize solar panels installation on existing residential units Require or incentivize solar panel installation on major commercial building retrofits/expansions and commercial parking lots. Promote energy storage system installation with solar panels.	364	364	- Incentive information on website, at energy fair, and shared via new City outreach and recognition programs - Incentive for solar panel and/or energy storage installation developed	2024-2026	Building, Planning, Public Works	$ $	1.3.6
Action 3.1.2: Increase uptake of 3CE Renewable Generation portfolio Switch the City's electricity to 3CE's 100 Percent Renewable Energy Option Promote 3CE's 100 Percent Renewable Energy Option by encouraging residents and businesses to participate in the program.	-	-	- City electricity accounts switched to 3CE's 100% renewable option - 3CE 100% renewable energy option promoted at energy fair and via City outreach and recognition programs	2022-2024	Public Works, Planning	$ $	

Goal 4. Water Efficiency

Action	2030 GHG Reduction Achieved (MT CO2)		Metric	Timeframe	Implementation Lead	Cost	Corresponding Adaptation Measure
	No Enhancing	With Enhancing					
Measure 4.1. Water Conservation in Landscaping							
Action 4.1.1: Continued Implementation and Promotion of City and Model Water Efficient Landscaping Ordinance Water Conservation Standards Increase promotion of landscaping water conservation standards on website and social media Ensure all projects comply with the City's low-irrigation landscaping requirements. Work with the Monterey Peninsula Water Management District (MPWMD) to promote incentives for existing landscaping retrofits to reduce water use.	2.9	3	- Landscaping water conservation information on website - 100% of projects including landscape retrofits comply with requirements - Landscape retrofit incentives developed and promoted in documents and outreach for development projects	2023-2025	Planning, Forestry, Public Works	$ $	3.1.7
Action 4.1.2: Exceed Water Efficiency Standards In partnership with the MPWMD, conduct direct outreach to HOAs, businesses, residents re: water conservation, grey water, rainwater harvesting Allow and promote recycled water for commercial and multi-family residential landscape irrigation. Allow and promote greywater systems and rainwater harvesting.	Supporting Action	Supporting Action	- Direct outreach to HOAs, businesses, residents thru outreach and recognition programs - Recycled water Standard Operating Guidance developed and promoted for commercial and multi-family construction projects - Grey water systems and rainwater harvesting information promoted in documentation for development projects	2024-2026	Building, Planning, Forestry	$	3.1.7

Goal 5. Waste Reduction

Action	2030 GHG Reduction Achieved (MT CO2)		Metric	Timeframe	Implementation Lead	Cost	Corresponding Adaptation Measure
	No Enhancing	With Enhancing					
Measure 5.1. Reduce Waste that goes to the Landfill							
Action 5.1.1: Increase the City's solid waste diversion to reduce landfill methane emissions Promote zero waste events, including the use of reusable rather than recyclable materials, and buy local to reduce waste. Work with the Monterey Regional Waste Management District and the waste hauler to implement the requirements of SB 1383, including organic waste collection for all commercial and residential properties to process into compost. Conduct outreach to residents and businesses to ensure compliance and to minimize contamination. Promote home composting and community gardens. Educate the community on proper use of the City-provided grey/green/blue containers.	1500	1500	- Develop zero waste event checklist and require City events to abide by it. - SB 1383 requirements implemented and waste diversion tracked - Outreach to residents and businesses through mailers, newsletters, City website, hauler website, letters, direct outreach.	2022-2024	Public Works, Community Activities	$ $ $	

Goal 6. Urban Forest Protection and Heat Island Effect Reduction

Action	2030 GHG Reduction Achieved (MT CO2)		Metric	Timeframe	Implementation Lead	Cost	Corresponding Adaptation Measure
	No Enhancing	With Enhancing					
Measure 6.1. Urban Forest Maintenance for Shade and Energy Savings							
Action 6.1.1: Urban Forest Maintenance and Improvement Maintain the health of the urban forest tree canopy in the City to keep streets shaded and maintain cool surface and ambient air temperatures. Continue to work with the Friends of Carmel Forest and the community to facilitate urban forest maintenance. Update the City's Urban Forest Management Plan to include tree planting guidelines to promote tree health and maintain a healthy urban forest canopy.	-	-	- Urban Forest Management Plan Updated - Tree planting and maintenance guidelines updated - Number of replacement trees planted	2023-2025	Forestry, Public Works	$ $	2.1.2
Measure 6.2. Light-reflecting Surfaces for Energy Savings							
Action 6.2.1: Allow Cool Roof Options Evaluate the feasibility of allowing cool roof options in residential and commercial areas of Carmel. If feasible, revise existing ordinances to allow cool roof options on residential, commercial and office buildings. Support the use of "Green Roofs" as an option for cool roofs with the use of drought-tolerant plants.	-	-	- Cool roof options researched and evaluated for consistency with Carmel design guidelines - Design Guidelines and/or ordinances revised	2024-2026	Planning	$	

Summary of GHG Emissions Reductions

By implementing the Statewide and local reduction measures described in Table F, the City would reduce its communitywide GHG emissions by 48 percent below 2019 levels of emissions by 2030. Table G below summarizes the strategies and the potential total GHG reductions for the community.

Figure 4 on the following page summarizes the 2015 through 2019 emission inventories, projected 2020, 2030, and 2045 emission forecasts, as well as the 2020, 2030, and 2045 reduction targets after implementation of the local reduction measures.

As shown in Figure 4, with implementation of the local reduction measures, emissions in 2030 are anticipated to be below the 2030 reduction target and provide additional reductions beyond 2030. However, even the proposed set of reduction strategies will not achieve carbon neutrality by 2045.

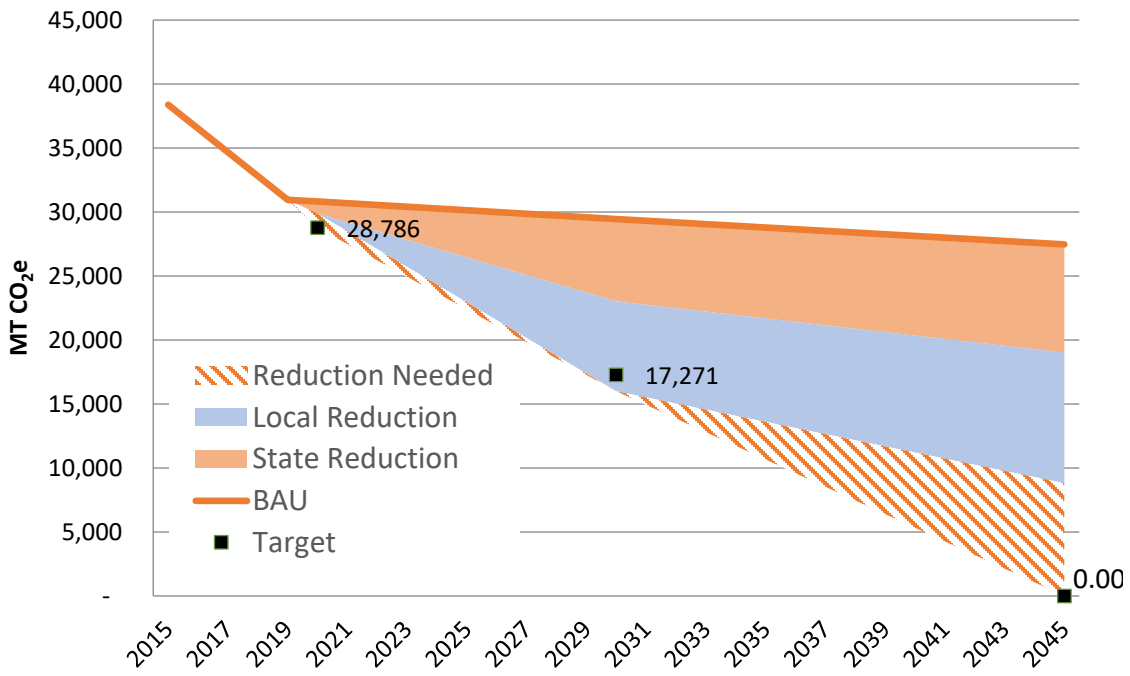
The City should track implementation of the Climate Action Plan over the next few years, update the 2045 ABAU forecasts, and provide local reduction strategy updates once the State has provided an updated Scoping Plan demonstrating how the State can achieve carbon neutrality by 2045.

Table G: Summary of Local GHG Reduction Strategies and Emissions Reductions

Goals and Measures	2030 Emission Reductions (MT CO_2e)
Goal 1: Energy Efficiency and Electrification of Residential and Commercial Buildings	
1.1: Energy Efficiency Training, Education, Incentives and Recognition for Residential and Commercial	71
1.2: Energy Efficiency in Renovation Projects	2,960
1.3: Energy Efficiency in New Construction Projects	0.01
Goal 2: Improved Transportation Choices	
2.1: Alternative Transportation Options	573
2.2: Electrify the Fleet	1,538
2.3: Initiate Origin-Destination Transportation Model	N/A
Goal 3: Renewable Energy Sources	
3.1: Promote Clean Energy	364
Goal 4: Water Efficiency	
4.1: Water Conservation in Landscaping	3
Goal 5: Waste Reduction	
5.1: Reduce Waste that Goes to the Landfill	1,500
Goal 6: Urban Forest Protection and Heat Island Effect Reduction	
6.1: Urban Forest Maintenance for Shade and Energy Efficiency	-
6.2: Light-reflecting Surfaces for Energy Savings	-
Total Community Measures	**7,009**

Source: Compiled by LSA 2022
MT CO_2e = metric tons of carbon dioxide equivalent
N/A = Not Applicable
- = Not quantified

Figure 4: Existing and Forecasted Emissions with Local Reduction Measure Implementation



IMPLEMENTATION

Implementation of the Climate Action Plan will require significant City staff time, consultants, and financial resources, along with collaboration with regulatory and utility partners to conduct community engagement. The successful implementation of the proposed actions will depend on the involvement of the whole community, including:

- City staff,
- Elected officials,
- Community group partners,
- Business community,
- Residents,
- Visitors.

This plan serves as a framework to strengthen the partnerships needed to meet the City's GHG reduction goals.

In addition to partnerships and community involvement, implementation of the Climate Action Plan will also require regular tracking and reporting to measure progress against the plan's goals. This section describes the guidance, tools, responsibilities, and analysis required to effectively implement and monitor progress with the adaptation strategy.

Strategies for Success

The strategies described below are recommended to ensure the successful implementation of this long-term multifaceted program:

- **Build on existing programs:** the Climate Action Plan focuses on building capacity based on existing programs and actions already in progress rather than "reinventing the wheel." There are many existing programs that the City can leverage, such as 3CE and PG&E incentive programs, LEED, and Energy Upgrade California, by ensuring businesses and residents have the knowledge and tools necessary to participate in them. Additionally, the CAP also builds on existing City policies and regulations that already provide GHG reduction benefits.
- **Leverage existing partnerships:** the CAP also prioritizes existing partnerships to leverage the expertise and resources that others, such as partner agencies and community groups, can bring to the table. This approach provides mutual benefits for the City and its partners.
- **Maintain communication:** it is essential to maintain communication within and between City departments, as well as with partners, elected bodies, and the community. A robust community outreach program, as well as regular updates to elected bodies, will be critical to the long-term success of the CAP.
- **Prioritize actions:** since the City and its partners cannot implement all the proposed measures and actions concurrently, each action has been prioritized for implementation over the next 10 years. Actions were prioritized in such a way that later actions could build on the outcomes of earlier actions. Early actions include those that can readily build on existing programs

and increase community awareness of necessary climate action measures to reduce the community's GHG emissions.

- **Regularly monitor implementation and evaluate success:** the Climate Action Plan will be monitored through tracking quantitative metrics, as described in the strategy table, to assess progress towards implementation of actions and measures. An annual report should be developed and should include an evaluation of the implemented actions and measures, assessing their effectiveness, and recommend modifications as needed. Elements that should also be considered in the evaluation include new regional and statewide programs and regulations, shifting community priorities, implementation hurdles, changes in best practice, and technological advances.
- **Seek guidance and leadership from elected bodies:** The City Council should consider establishing and appointing a new Sustainability Commission that could be responsible for reviewing the annual report, providing feedback on progress, and reviewing recommendations for enhancing the effectiveness of proposed measures. Based on feedback from the Sustainability Commission, City and partner staff, and the community, the City may conduct an update to the Climate Action Plan on or before 2030.
- **Funding:** although it is premature to estimate the overall cost of the CAP at this time, implementation will require significant staff time and capital investment. The City will ultimately need to develop a funding plan to implement the more costly actions in the Climate Action strategy. The City should consider a variety of revenue sources, including:
(1) adjusting existing fees to cover the costs associated with new or modified programs and services,
(2) allocating portions of new fees, such as a downtown parking fee, to fund sustainability projects and programs,
(3) exploring regional and state funding sources such as 3CE, the California Public Utilities Commission's California Solar Initiative, California Energy Commission and PG&E energy efficiency programs, the California Climate Action Corps Fellowship Program, CalRecycle grants and loans, and other similar programs.

Monitoring and Evaluation

The City should designate one department as the lead for carrying out implementation monitoring and evaluation of climate action. Although some GHG reduction measures and actions can be implemented using existing staff time, full implementation and coordination of efforts will require additional staff resources. For example, the City's Grant Writer/Climate Coordinator that is identified in the Climate Adaptation Plan could be tasked with carrying out implementation coordination, monitoring and evaluation of the CAP. The Grant Writer/Climate Coordinator could also lead the compilation of all monitoring data and an overall assessment of effectiveness annually.

Re-evaluation of GHG emissions reduction strategies should occur when new information indicates that a measure or action is either infeasible or ineffective. The CAP should be

monitored through tracking quantitative metrics as described in the strategy table (Table F). The CAP should be monitored and evaluated simultaneously with the City's Climate Adaptation Plan to measure the City's overall progress towards acting on climate change and increasing community sustainability and resilience.

Annually, the City should aggregate monitoring and evaluation results into an annual report describing achievements towards meeting the GHG reduction goals and measures in the Climate Action Plan. The report should be posted on the City's website and disseminated into the community, with support from engagement partners, to maintain awareness of success of the climate action strategies. Once implementation has been on-going for a few years and based on monitoring and evaluation results, as well as feedback from commissions, the City Council, and the public, the Climate Action Plan should be updated on or before 2030. As part of the Climate Action Plan update, the City should re-evaluate the ABAU forecast based on the latest State Scoping Plan, and should update its GHG emissions reduction strategy to reach Carbon Neutrality in 2045.

APPENDIX A

LSA

CARLSBAD
FRESNO
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

MEMORANDUM

DATE: April 11, 2022

TO: Agnes Martelet, City of Carmel By-The-Sea

FROM: Michael Hendrix, LSA

SUBJECT: Carmel By-The-Sea Greenhouse Gas Inventory Update, Forecast, Reduction Targets, and Strategies

The purpose of this technical memorandum is to present the City of Carmel-by-the-Sea (City) Greenhouse Gas (GHG) emissions inventory update, forecasts, targets, and reduction strategies to the City for review and feedback. The GHG emissions inventory update, forecasts and targets form the basis for the development of the GHG reduction strategies presented in this memorandum.

GREENHOUSE GAS EMISSIONS INVENTORY, FORECAST, AND TARGETS

An updated GHG emission inventory was prepared, as well as emission forecasts, and emission reduction targets as described in this section.

1.1 Greenhouse Gas Emissions Inventory Update

GHG emissions inventories are the foundation of planning for future reductions. Establishing an inventory of emissions helps to identify and categorize the major sources of emissions produced over a single calendar year. A community inventory includes GHG emissions that result from the activities of city residents and businesses. The inventory identifies the major sources of GHG emissions resulting from activities in sectors that are specific to community activities.

The Association of Monterey Bay Area Governments (AMBAG) prepared community inventories for the years 2005, 2010, 2015, 2018, and 2019. The 2019 inventory is the most recent year for which data is available. Table A provides the sectors evaluated in the GHG inventories.

Table A: Community Sectors Evaluated in the Inventories

Community Sectors
Residential Energy (Electricity and Natural Gas)
Commercial/Industrial Energy (Electricity and Natural Gas)
On-Road Transportation
Solid Waste
Wastewater

AMBAG calculated GHG emissions using the available activity data (e.g., kilowatt-hours of electricity) in the State Energy Efficiency Collaborative (SEEC) ClearPath tools to convert activity data to emissions output using relevant emission factors.

1.1.1 Vehicle Miles Traveled Analysis

One of the issues that needs to be resolved is the drastic reduction in the GHG emissions associated with the on-road transportation sector in years 2010 and 2015. LSA met with AMBAG and City staff to discuss the issue AMBAG stated that the transportation emissions were calculated by obtaining VMT data from the Caltrans California Public Roads Data (PRD) report. The PRD report uses Highway Performance Monitoring System (HPMS) Data to calculate the number of maintained miles for each jurisdiction in California and associated VMTs. In 2014 the HPMS data underwent methodology changes to assign the maintained miles of roadway to each jurisdiction using a GIS based system. Although the HPMS data is provided as is, and it is not possible to determine how much impact this methodology change had, AMBAG staff shared that the substantial reduction in GHG emissions may be artificial and due to this methodology change. Another issue to consider is that the HPMS allocated VMT is based on travel upon roads within the City boundaries rather than based upon vehicle trips origins or destinations.

AMBAG followed the International Council for Local Environmental Initiatives (ICLEI) protocols in developing the GHG inventories including the on-road transportation sector. Allocating VMT using the AMBAG Regional Travel Demand Model (RTDM) is an accepted practice.

However, the City has a unique tourist-based economy that attracts visitors from around the world and the State and the City wanted to better understand the relationship between its tourist economy and the GHG emissions resulting from tourism. There are two motivations the City has in understanding the relationship between tourism and GHG emissions. First, there is concern that the on-road transportation sector in the GHG inventories is underestimated because of the way the RTDM allocates VMT and the City wants to know the GHG emissions from the on-road transportation sector based upon the origins and destinations of vehicle trips attributable to the City. Second, the City wants to provide GHG reduction strategies that will be effective for different types of vehicle trips including vehicle trips resulting from tourism, vacation homes, employee commutes, delivery services, and other local trips. This second motivation requires that the City, not only know the origin and destination of the trip, but also be aware of the purposes of the vehicle trips.

There are several challenges in determining the origins and destinations of vehicle trips attributable to the City and its tourist economy as well as determining the types and purposes of vehicle trips. First, the schedule for completing the CAP does not allow for the time that would be required to develop, calibrate, and run an origin/destination traffic demand model for the City. In addition an origin/destination traffic demand model would not completely capture the full length of a visitor trip traveling from San Francisco to Carmel or other origins outside of the region.

To address these concerns and limitations, LSA proposed to evaluate the different types of trips and logical origins of trips associated with tourism, vacation homes, employee commutes, deliveries, as well as local trips, determine the distance between the trip origin and the City for each trip type,

estimate the number of vehicle trips per year using the RTDM, proportion the RTDM vehicle trips by trip type, and estimate VMT using the trip distances for each trip type.

First, LSA looked at tourists visiting Carmel-By-The-Sea. To do this LSA used several sources of information from the Carmel Chamber of Commerce and the Carmel Visitors Center including the Visit Carmel 2019 Annual Report,[1] and the Carmel Visitors Spending Report.[2]

These reports revealed that domestic tourists make up the majority (90.43 percent) of visitors and originated at the following locations:

- San Francisco Bay Area (41.95 percent with an average vehicle trip length of 110 miles),
- Salinas (39.79 percent with an average trip length of 27 miles),
- Los Angeles/Orange County (7.73 percent with an average trip length of 322 miles),
- Sacramento/Yolo County (5.31 percent with an average trip length of 190 miles),
- Fresno (2.21 percent with an average trip length of 157 miles), and
- New York/New Jersey/long Island (2.19 percent).

Salinas is a trip origin for a significant number of day visitors driving to Carmel-by-the-Sea. Visitors from San Francisco Bay Area, Los Angeles/Orange County, Sacramento/Yolo County, and Fresno also drove to Carmel-By-The-Sea; whereas visitors from New York, New Jersey and Long Island flew into San Francisco International Airport (SFO) and drove or took a tour bus with an average vehicle trip length of 110 miles.

The reports also reveal that approximately 9.57 percent of all visitors are international tourists who originated from the following locations:

- China (38.35 percent),
- Canada (26.38 percent),
- Brazil (9.3 percent),
- United Kingdom (15.74 percent),
- France (5.65 percent), and
- Australia (4.65 percent).

All of the international visitors flew into SFO and most (89.73 percent) took a tour bus. Each vehicle trip averaged 110 miles between SFO and Carmel-By-The-Sea.

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[1] Carmel Visitors Center. Visit Carmel 2019 Annual Report. Website: https://www.carmelcalifornia.com/userfiles/file/Visit_Carmel_2019_Annual_Report_Final_LowRes.pdf (accessed December 2021)

[2] Carmel Chamber of Commerce. 2014. Carmel Visitor Spending Report. Website: https://www.carmelchamber.org/carmel-visitor-spending-report/ (accessed December 2021)

Carmel Realty Company[1] assisted in providing generic information on second homes and vacation homes within the City, which resulted in an estimate of approximately 20 percent of vehicle trips result from the occupants of second homes with an average trip length of 120 miles between the origin of the trip and the second home/vacation home during the start and end of the visit. Vehicle trip lengths of the occupants of these homes during their stay averaged 6.5 miles.

Commute trips represented 38 percent of all vehicle trips in the City and averaged 27 miles per trip. Local trips (vehicle trips from local residents related to shopping, school, library and other local destinations) made up 6.5 percent of all vehicle trips in the City and averaged 6.5 miles.

Delivery services providing supplies to local businesses and construction sites within the City made up approximately 10 percent of all vehicle trips and averaged 27 miles.

Using the trip origins summarized above, it is estimated that a gross total of 134,607,473 VMT occurred in 2019. However, only local trips within the City are counted 100 percent. Vehicle trips with origins or destinations outside of the City are shared with the jurisdiction that the other end of the trip is located. The miles for these types of trips are multiplied by 0.5 to allocate half the trip length to Carmel-by-the-Sea. This results in a total of 67,439,064 VMT allocated to the City in 2019.

There is one final issue in estimating VMT using this method. Regional origin destination models are limited to the regional boundaries of the model. There is no origin destination model that would track vehicle trips between San Francisco, Los Angeles, Fresno, and the City. Such an analysis would require a statewide origin destination model. Because of this, the VMT distribution is limited to the regional model boundaries. Reviewing the AMBAG RTDM boundaries, the VMT attributable to the City is 32,658,143 in 2019.

Using the protocols[1,2], the GHG emissions associated with the VMT within the AMBAG RTDM boundaries are considered Scope 1 emissions and are counted in the GHG inventory and target setting. The United States Environmental Protection Agency (U.S. EPA) describes Scope 1 emissions as direct sources (smoke stacks or tailpipes that release emissions within an organizational boundary) of GHG emissions.[2] This definition fits well for on-road transportation related emissions within the RTDM boundaries.

The City is also interested in influencing tourist-related emissions and wants to provide strategies customized to reduce the emissions from vehicle trips originating in locations outside of the regional model limits. The U.S. Community Protocol for Accounting and Reporting GHG Emissions (version 1.2)[3] describes Scope 3 emissions as indirect emissions not covered under Scopes 1 and 2. The GHG emissions associated with the remaining VMT (34,780,921) outside of the AMBAG RTDM boundaries

[1] https://www.carmelrealtycompany.com/company-history.htm (accessed December 2021)

[2] U.S. EPA. 2020. Scope 1 and Scope 2 Inventory Guidance. Website: https://www.epa.gov/climateleadership/scope-1-and-scope-2-inventory-guidance (accessed January 2022).

[3] ICLEI. 2019. U.S Community Protocol for Accounting and Reporting GHG Emissions. Website: https://urbandrawdown.solutions/resource-database/uscp-ghge-accounting-2019 (accessed January 2022).

are considered Scope 3 indirect emissions and the City will develop reduction strategies focused on reducing these emissions as well.

Table B summarizes the activity data inputs for updating the 2019 GHG inventory using the revised VMT values.

Table B: 2019 Community GHG Inventory Data Inputs Used

Sector	2019 Data Input	Source
Electricity (KWh)		
Residential	2,493	3CE
Commercial	2,928	
Natural Gas (Therms)		
Residential	7,194	PG&E
Commercial	5,073	
Transportation		
On-Road (VMT) Scope 1	32,658,143	AMBAG Model with Out of Model Adjustments
On-Road (VMT) Scope 3	34,780,921	
Solid Waste (tons/year)	1,527	GreenWaste Recovery
Wastewater (million gallons)	74	California American Water (CalAm)/ Carmel Area Wastewater

MT CO_2e = metric tons of carbon dioxide equivalent
KWh: Kilowatt Hours
VMT: Vehicle miles traveled
PG&E: Pacific Gas & Electric
AMBAG: Association of Monterey Bay Area Governments
CARB: California Air Resources Board
3CE: Central Coast Community Energy

1.1.2 2019 Greenhouse Gas Emissions Summary

The City's total emissions in 2019 were 30,962 MT CO_2e. As shown in Table C, the on-road transportation sector was the largest contributor to emissions in the 2019 inventory, with 45.8 percent of the City's total GHG emissions. Natural gas made up 43.2 percent followed by solid waste at 10.3 percent of total emissions. Electricity (0.5 percent), and wastewater (0.2 percent) comprised the remainder of the emissions.

Table C: Communitywide GHG Emissions by Sector for 2019

Sector	2019 (MT CO_2e)	Percent of Total
On-road Transportation:		
Scope 1	14,173	45.8
Scope 3	15,115	
Electricity		
Residential	63	0.5
Commercial	92	
Natural Gas		
Residential	8,138	43.2
Commercial	5,250	
Solid Waste	3,178	10.3

Table C: Communitywide GHG Emissions by Sector for 2019

Sector	2019 (MT CO_2e)	Percent of Total
Wastewater	68	0.2
Total Scope 1 and Scope 2 Emissions **Total with Scope 3 Emissions**	**30,962** **46,076**	100

Source: AMBAG and LSA 2021.
MT CO_2e = metric tons of carbon dioxide equivalent

Figure 1 shows the 2019 GHG emissions by sector with energy (electricity and natural gas) divided between residential and commercial/industrial land uses. Figure 2 shows the proportion of electricity and natural gas in the energy sector.

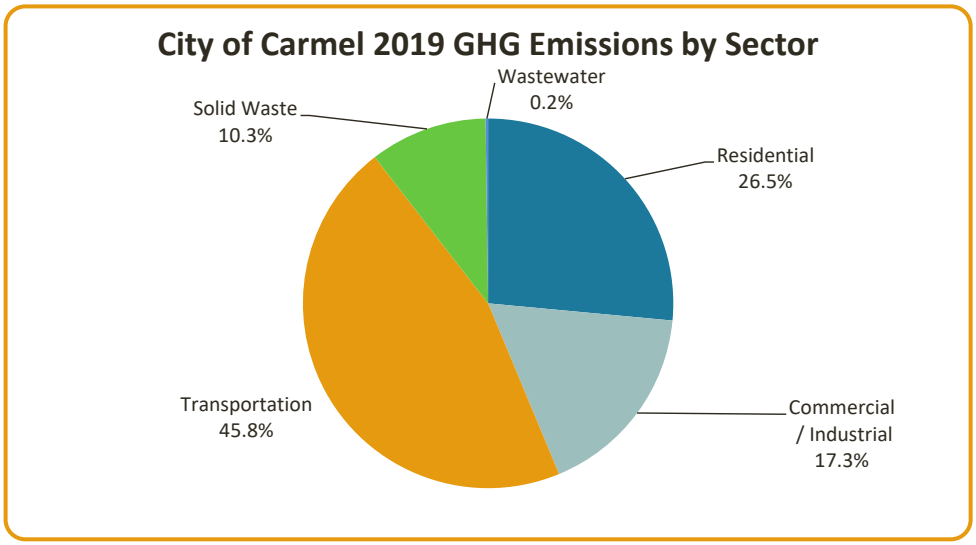


Figure 1: Communitywide GHG Emissions by Sector in 2019

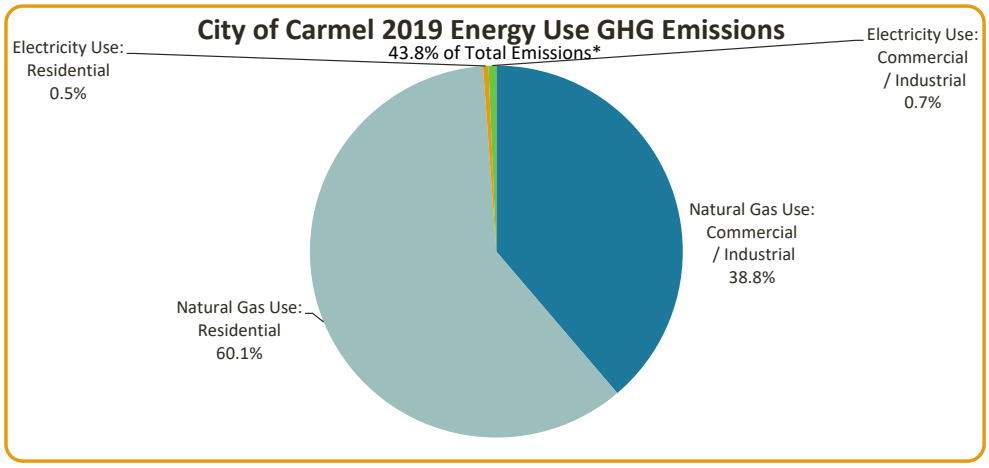


Figure 2: Energy Sector Emissions in 2019

Figure 3 breaks down the various sources of electrical generation by Central Coast Community Energy (3CE).

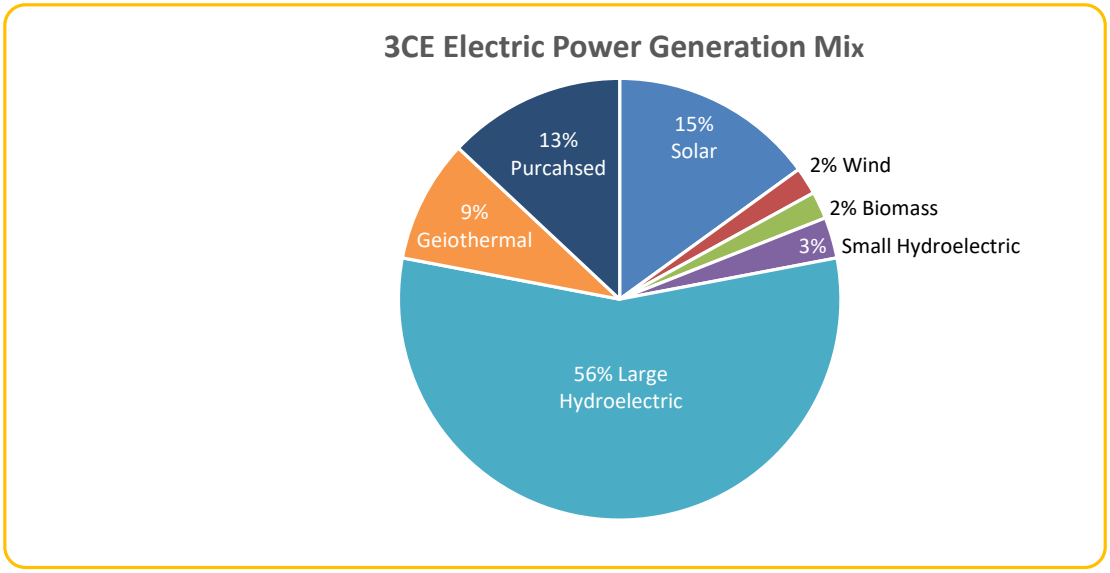


Figure 3: Sources of Electrical Power Generation

2.1 GHG Emissions Forecast

Forecasting future GHG emissions allows the City to understand how emissions are expected to increase or decrease in the future. Major changes in growth or land uses may affect how to best plan to reduce emissions in the future. GHG emissions are forecast using two scenarios: a Business-as-Usual (BAU) scenario and an Adjusted BAU (ABAU) scenario. The BAU scenario describes emissions based on projected growth in population and employment and does not consider policies that would reduce emissions in the future (that is, the policies and related efficiency levels in place in 2019 are assumed to remain constant through 2045). The City's projected growth is estimated using data from the AMBAG's adopted growth forecasts for Carmel by-the-Sea, which provides the City's demographic growth indicators for the years 2030 and 2045. The growth rates for households, population, and employment were estimated based on the available data and used to estimate the growth in households, population, and employment into the year 2045. Table D shows the growth projections used to develop the emissions forecasts.

Table D: Growth Indicators for 2020, 2030, and 2045

Sector	Demographic Indicator	2020	2030	2020–2030 CAGR[1] Percent	2045	2020–2045 CAGR Percent
Residential Energy	Households	3,437	3,442	0.0002	3,459	0.0064
Commercial/Industrial Energy	Jobs	3,556	3,674	0.0033	3,915	0.0040
N/A[2]	Population	3,949	3,954	0.0001	3,984	0.0035
VMT, Solid Waste and Wastewater	Service Population (Population + Jobs)	7,515	7,628	0.0015	7,899	0.0020

Source: AMBAG, 2022 Regional Growth Forecast
[1] CAGR = Compound annual growth rate.
[2] Not applicable. Population data are shown for informational purposes but are not used for forecasting any sector.

The Adjusted BAU scenario describes emissions based on projected growth and considers policies that will achieve GHG reductions in the future. By evaluating the two scenarios, the City can evaluate the effect that existing policies may have on future emissions and determine which local measures would provide additional reductions.

Two future years are forecast for each scenario: 2030 and 2045. The 2030 forecast year is consistent with the goals identified in the Senate Bill (SB) 32, and the corresponding Scoping Plan, which identifies Statewide GHG reduction targets for 2030.

The 2030 BAU emissions are estimated to be 29,445 MTCO_2e. By 2045, emissions are estimated to decrease to 27,471MT CO_2e. Table E shows the BAU emissions for different sectors. Table D shows a positive compounded annual growth rate (CAGR) of 0.0001 to 0.0033, which is extremely modest growth. The BAU forecast shows a modest reduction in GHG emissions (a modest negative percent change). This modest reduction of emissions within the BAU forecasts is due to changes over time as people purchase newer (and more efficient) automobiles and appliances.

Table E: Business As Usual (BAU) Forecast Emissions

Sector	2019 (MT CO_2e)	2020 (MT CO_2e)	Percent Change 2019–2020	2030 (MT CO_2e)	Percent Change 2019–2030	2045 (MT CO_2e)	Percent Change 2019–2045
On-road Transportation Scope 1: Scope 3:	 14,173 15,115	 14,117 15,055	-0.4%	 13,316 14,201	-5%	 12,582 13,418	-11%
Electricity Residential Commercial	 63 92	 63 91	-0.6%	 60 87	-5%	 56 82	-11%
Natural Gas Residential Commercial	 8,138 5,250	 8,122 5,193	-0.2	 7,759 4,961	-4%	 7,239 4,628	-11%
Solid Waste	3,178	3,175	-0.09	3,033	4%	2,830	-11%
Wastewater	68	62	-0.1	59	-5%	55	-12%
Total (Scope 1) **Total (Scope 3)**	**30,962** **46,076**	**30,824** **45,878**	-0.04	**29,445** **43,646**	-5%	**27,471** **40,889**	-11%

Source: LSA 2021
MT CO_2e = metric tons carbon dioxide equivalent

As shown in Table F, the City's ABAU emissions are estimated to be 30,287 MT CO_2e in 2020, 23,013 MT CO_2e in 2030, and 19,013 MT CO_2e in 2045. Table F shows the change in emissions from 2019 to 2045 under the ABAU scenario. Due to the stringent State regulations related to transportation (vehicle efficiency and low carbon fuel standards) and energy sectors (renewable energy portfolio standard and requirements for a portion of the natural gas supply to be renewable natural gas), emissions are expected to decrease significantly over time.

Table F: Community Adjusted Business As Usual (ABAU) Forecast Emissions

Sector	2019 (MT CO_2e)	2020 (MT CO_2e)	Percent Change (2019–2020)	2030 (MT CO_2e)	Percent Change (2019–2030)	2045 (MT CO_2e)	Percent Change (2019–2045)
Transportation							
Scope 1	14,173	13,679	-3.5%	10,407	-26.6%	8,708	-38.6%
Scope 3	15,115	14,646		11,105		9,285	
Electricity							
Residential	63	61	-3.0%	47	-25.4%	39	-38.1%
Commercial	92	89		68		57	
Natural Gas							
Residential	8,138	8,122	-0.2%	6,138	-24.6%	5,010	-38.4%
Commercial	5,250	5,193		3,935		3,203	
Solid Waste	3,178	3,077	-3.0%	2,372	-25.4%	1,958	-38.3%
Wastewater	68	66	-2.9%	46	-32.4%	38	-44.1%
Total (Scope 1)	**30,962**	**30,287**	-2.2%	**23,013**	**-25.7%**	**19,013**	**-38.6%**
Total (Scope 3)	**46,076**	**44,933**		**34,118**		**28,298**	

Source: LSA forecasts for the City of Carmel by-the-Sea, 2021.
MT CO_2e = metric tons carbon dioxide equivalent

3.1 Reduction Targets

3.1.1 Statewide GHG Reduction Goals

The State has set goals for reducing statewide GHG emissions by 2030 and 2045 through Assembly Bill (AB) 32, Senate Bill (SB) 32, SB 100, and Executive Order (EO)-B-55-18. The State has also provided guidance to local jurisdictions as "essential partners" in achieving the State's goals by identifying a 2030 GHG emissions target 40 percent below 1990 levels. Additionally, continued reduction goals should be implemented beyond the 2030 target to keep the State on a path toward Statewide climate neutrality by 2045.

3.1.2 Community Targets

In the City of Carmel-by-the-Sea, the State's target of 40 percent below 1990 levels by 2030 amounts to a reduction of 12,174 metric tons of CO_2 equivalent in annual emissions by 2030 compared to the BAU forecast (see Table G).

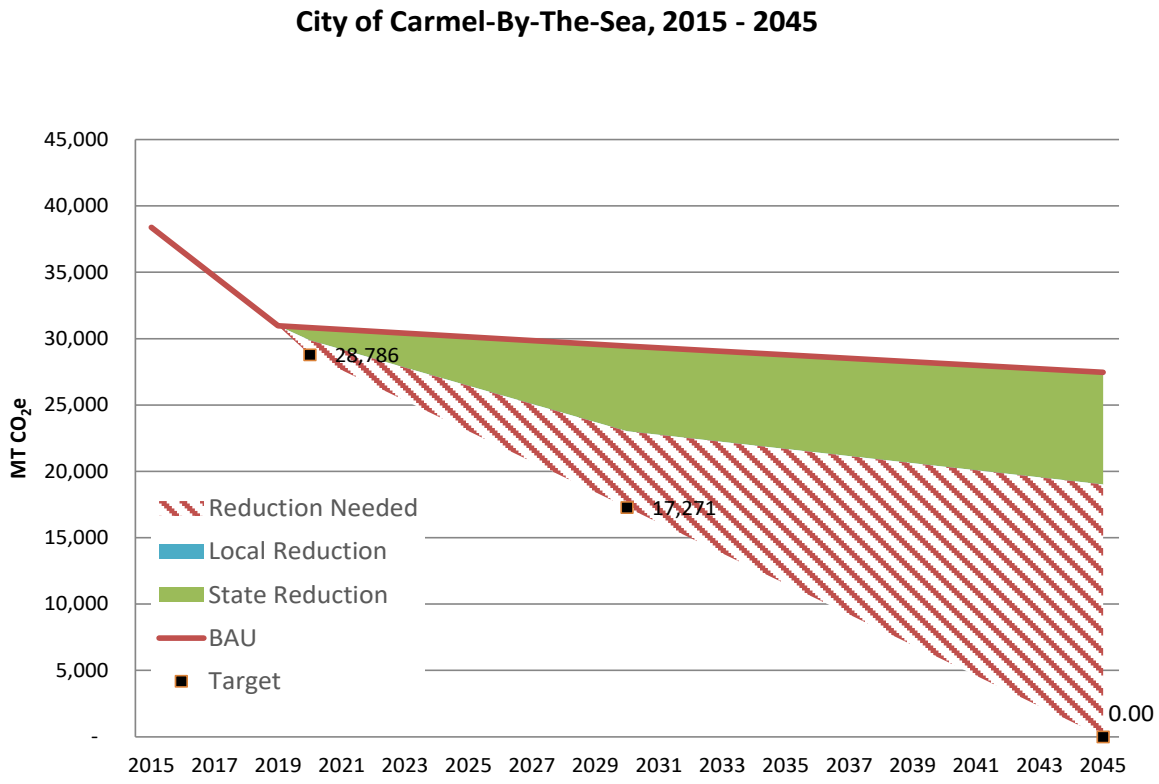
Under the ABAU scenario, Carmel-by-the-Sea would need to reduce its emissions by 5,742 MT CO_2e by 2030 to meet the State target. The City needs to implement additional strategies and measures to adhere to these State GHG reduction goals.

Table G: GHG Reduction Targets By Year

Sector	1990	2019	2030	2045
BAU Emissions (MT CO_2e)	28,786[1]	30,962	29,445	27,471
ABAU Emissions (MT CO_2e)	N/A	N/A	23,013	19,013
State-Aligned Target	N/A	N/A	40% below 1990 levels of emissions	Carbon Neutral
State-Aligned Emissions Goal (MT CO_2e)	N/A	N/A	17,271	0
Reductions from ABAU needed to meet the State-Aligned Target (MT CO_2e)	N/A	N/A	5,742	19,013

Source: Compiled by LSA 2022
MT CO_2e = metric tons carbon dioxide equivalent
N/A = Not Applicable
1. 1990 levels of emissions approximated as 25 percent below the updated 2018 inventory of GHG emissions

Figure 4 depicts the BAU and ABAU forecasts, reduction targets, and additional GHG emission reductions required to meet the reduction targets.



ABAU: adjusted business as usual
BAU: business as usual
MT CO_2e = metric tons of carbon dioxide equivalent

Figure 4: Community Emissions Inventory, Forecasts, and Targets

GHG REDUCTION STRATEGIES

The following details how the City would meet its GHG reduction target by implementing goals, measures, and actions at the community level. The goal describes the overarching objective. Within each goal, one or more measures are presented indicating the City's commitment toward meeting the goal. Within each measure, one or more actions are presented that indicate the steps the City will take in achieving the measure. Each measure includes the GHG reduction potential in 2030. Actions are designed to include the steps needed to implement the measure.

4.1 Goals, Measures and Actions for the Reduction of GHG Emissions

The City of Carmel-by-the-Sea has chosen a total 9 goals, 22 measures, and 75 actions designed to achieve the 2030 GHG reduction target and provide continued progress toward carbon neutrality. The goals, measures, and actions are as follows:

4.1.1 Increasing Energy Efficiency in Existing Residential

The following measures in Goal 1 are shown in Table H and focus on increasing energy efficiency in existing residential buildings through behavior modification of residents and encouraging and incentivizing home energy retrofits.

Table H: Goal 1: Increase Energy Efficiency in Existing Residential Units

Measure	Actions	2030 GHG Reduction Achieved (MT CO_2)		Timing (Phased Implementation)
		No Enhancing	With Enhancing[1]	
Measure 1.1 Energy Efficiency Training, Education, and Recognition in the Residential Sector				
Actions	Post links on website and social media and provide materials at public events. Promote an annual energy efficiency fair. Promote PG&E energy centers. Building Inspectors to hold trainings on energy efficiency and Title 24 requirements.	Supporting Measure	Supporting Measure	Years 1-3
Measure 1.2: Increase Community Participation in Existing Energy Efficiency Programs				
Actions	Partner with AMBAG and 3CE to promote incentive programs	1.7	1.7	Years 2-4
Measure 1.3 Home Energy Evaluations				
Action	Promote and provide energy audits with PG&E	Supporting Measure	Supporting Measure	Years 1-3

Table H: Goal 1: Increase Energy Efficiency in Existing Residential Units

Measure	Actions	2030 GHG Reduction Achieved (MT CO_2)		Timing (Phased Implementation)
		No Enhancing	With Enhancing[1]	
Measure 1.4 Residential Home Energy Renovations				
Actions	Enhance enforcement of Title 24 compliance Promote participation in green building programs such as Leadership in Energy and Environmental Design (LEED), and Energy Upgrade California. Promote financing programs for home upgrades, such as Home Energy Renovation Opportunity (HERO) and Property Assessed Clean Energy (PACE) Evaluate feasibility of streamlining online permitting to facilitate electrification retrofits Initiate a Green Citizen Program for residents that initiate home renovations that include an all-electric home, improve energy efficiency, and install an e charger. Promote incentives available to homeowners to convert to all-electric homes. Evaluate the feasibility of providing additional incentives. Develop a Reach Code to require major home renovations/additions to convert to all-electric homes.	1,217.5	1,294.6	Years 2-4

Source: Compiled by LSA 2022
MT CO_2e = metric tons carbon dioxide equivalent
1. With Enhancing = increased participation due to supporting measures that result in greater reductions.

4.1.2 Increasing Energy Efficiency in New Residential

This goal supports City staff becoming resources in implementing energy efficiency building measures beyond those required in current Title 24 standards. This goal also ensures that, as Title 24 standards are updated, City staff are well informed and can implement updates quickly and effectively. Note that the growth assumptions (see Table D) provided by AMBAG show an increase of five households between 2020 and 2030. In addition, Title 24 will include three updates over that timeframe. Since Title 24 updates are already included in ABAU, the additional local GHG reductions associated with Goal 2 account for only 0.01 MT CO_2e. Table I on the next page summarizes Goal 2.

Table I: Goal 2: Increase Energy Efficiency in New Residential Units

Measure	Actions	2030 GHG Reduction Achieved (MT CO_2)		Timing (Phased Implementation)
		No Enhancing	With Enhancing[1]	
Measure 2.1 Exceed Energy Efficiency Standards				
Actions	Educate City staff and developers on future Title 24 updates. Promote Tier 1 and Tier 2 green building ratings such as LEED, Build it Green or Energy Star certified buildings. Evaluate feasibility of streamlining online permitting. Require new residential buildings to be all-electric homes.	0.01	0.01	Years 1-3

Source: Compiled by LSA 2022
MT CO_2e = metric tons carbon dioxide equivalent
1. With Enhancing = increased participation due to supporting measures that result in greater reductions.

4.1.3 Increasing Energy Efficiency in Existing Commercial Land Uses

The following measures focus on increasing energy efficiency in existing commercial buildings through behavior modification of business owners and encouraging and incentivizing commercial energy retrofits. Table J summarizes Goal 3.

Table J: Goal 3: Increase Energy Efficiency in Existing Commercial Buildings

Measure	Actions	2030 GHG Reduction Achieved (MT CO_2)		Timing (Phased Implementation)
		No Enhancing	With Enhancing[1]	
Measure 3.1 Energy Efficiency Training, Education, and Recognition in the Commercial Sector				
Actions	Post links on website and social media and provide materials at public events. Promote an annual energy efficiency fair. Promote PG&E energy centers. Building Inspector to hold trainings on energy efficiency and Title 24 requirements.	Supporting Measure	Supporting Measure	Years 1-3
Measure 3.2: Increase Business Participation in Existing Commercial Energy Efficiency Programs				
Actions	Partner with AMBAG and 3CE incentive programs	69.4	69.4	Years 1-3
Measure 3.3 Non-Residential Building Energy Audits				
Action	Promote and provide energy audits with PG&E	Supporting Measure	Supporting Measure	Years 1-3

Table J: Goal 3: Increase Energy Efficiency in Existing Commercial Buildings

Measure	Actions	2030 GHG Reduction Achieved (MT CO_2)		Timing (Phased Implementation)
		No Enhancing	With Enhancing[1]	
Measure 3.4 Commercial Energy Renovations				
Actions	Enhance enforcement of Title 24 compliance			
	Promote participation in green building programs such as Leadership in Energy and Environmental Design (LEED), and Energy Upgrade California.			
	Promote financing programs for home upgrades, such as Property Assessed Clean Energy (PACE)			
	Evaluate the feasibility of streamlining online permitting to facilitate electrification retrofits			
	Initiate a Green Business Certification Program for businesses that follow the California Green Business Program standards (www.greenbusinessca.org).	1,206.2	1,666	Years 3-5
	Promote existing incentives for businesses to convert to all-electric buildings. Evaluate the feasibility of providing additional incentives.			
	Develop a Reach Code to require major commercial renovations/expansions to convert to all-electric building unless the business can show a need for natural gas (restaurants, pottery kilns etc.)			

Source: Compiled by LSA 2022
MT CO_2e = metric tons carbon dioxide equivalent
1. With Enhancing = increased participation due to supporting measures that result in greater reductions.

4.1.4 Increasing Energy Efficiency in New Commercial Buildings

This goal will evaluate feasibility of streamlining online permitting to facilitate electrification retrofits and support City staff becoming resources in implementing energy efficiency within new commercial businesses. Note that the GHG emissions reductions for this goal includes some conservative assumptions that new businesses will be exempt from the requirement to be all-electric buildings and that Title 24 updates will include all of the energy efficiency reductions, which would mean no anticipated reductions from this goal. Table K on the next page summarizes Goal 4.

Table K: Goal 4: Increase Energy Efficiency in New Commercial Buildings

Measure	Actions	2030 GHG Reduction Achieved (MT CO_2)		Timing (Phased Implementation)
		No Enhancing	With Enhancing[1]	
Measure 4.1 Exceed Energy Efficiency Standards				
Actions	Educate City staff and developers on future Title 24 updates. Promote Tier 1 and Tier 2 green building ratings such as LEED, Build it Green or Energy Star certified buildings. Evaluate feasibility of streamlining online permitting Create an energy award program for zero-net-energy businesses. Require new commercial buildings to be all-electric with exemptions for business that can show a need for natural gas (restaurants, pottery kilns etc.)	0.0	0.0	Years 2-4

Source: Compiled by LSA 2022
MT CO_2e = metric tons carbon dioxide equivalent
1. With Enhancing = increased participation due to supporting measures that result in greater reductions.

4.1.5 Increasing Energy Efficiency through Water Conservation

This goal will continue the water efficiency and conservation programs the City has already initiated. This goal also promotes education and website links encouraging residents to implement water efficiency and conservation measures. Table L summarizes Goal 5.

Table L: Goal 5: Increase Energy Efficiency Through Water Conservation

Measure	Actions	2030 GHG Reduction Achieved (MT CO_2)		Timing (Phased Implementation)
		No Enhancing	With Enhancing[1]	
Measure 5.1 Water Efficiency Through Continued Implementation of SB X7-7				
Actions	Post links on website and social media Continue with the low-irrigation landscaping requirements the City has in place.	2.9	3.0	Years 2-4
Measure 5.2 Exceed Water Efficiency Standards				
Actions	Conduct direct outreach to HOA, businesses, and the public Allow recycled water for commercial and multi-family residential landscape irrigation. Allow greywater systems and promote rainwater harvesting.	-	-	Years 3-5

Source: Compiled by LSA 2022
MT CO_2e = metric tons carbon dioxide equivalent
= Not quantified
1. With Enhancing = increased participation due to supporting measures that result in greater reductions.

4.1.6 Decreasing Energy Demand through Reducing the Urban Heat Island Effect

Trees and vegetation lower surface and air temperatures by providing shade and through evapotranspiration, making vegetation a simple and effective way to reduce urban heat islands. Shaded surfaces may be 20–45 degrees Fahrenheit ([°F] 11–25 degrees Celsius [°C]) cooler than the peak temperatures of un-shaded materials. In addition, evapotranspiration, alone or in combination with shading, can help reduce peak summer temperatures by 2–9 °F (1–5 °C). Trees and vegetation that directly shade buildings can reduce energy use by decreasing demand for air conditioning. In addition, roofing and paving materials that reflect light (cool roofs and cool pavement) decrease the urban heat island effect which reduces energy use. Table M summarizes Goal 6. Note in Table M that the GHG reductions from this measure were not quantified. This is because the City already has a dense urban forest canopy and maintaining it ensures that shading will continue to reduce the urban heat island effect that would otherwise be present. Also, the City currently has roof and paving style ordinances that prevent the use of light reflecting roofing and paving. The City needs to revise these ordinances in order to be able to begin using light reflecting surfaces. For these reasons GHG reductions have not been quantified.

Table M: Goal 6: Decrease Energy Use through Reducing the Urban Heat Island Effect

Measure	Actions	2030 GHG Reduction Achieved (MT CO_2)		Timing (Phased Implementation)
		No Enhancing	With Enhancing[1]	
Measure 6.1 Tree Planting for Shade and Energy Savings				
Actions	Maintain the health of the urban forest tree canopy in the City. Continue to work with the Friends of Carmel Forest and the community to facilitate urban forest maintenance. Update the City's Urban Forest Management Plan to include tree planting guidelines to promote tree health and maintain a healthy urban forest canopy.	-	-	Years 1-3
Measure 6.2 Light-reflecting Surfaces for Energy Savings				
Actions	Revise existing ordinances to allow cool roof options on residential, commercial and office buildings where feasible.	-	-	Years 3-5

Source: Compiled by LSA 2022
MT CO_2e = metric tons carbon dioxide equivalent
- = Not quantified
1. With Enhancing = increased participation due to supporting measures that result in greater reductions.

4.1.7 Decrease GHG Emissions through Reducing VMT Traveled and Electric Vehicles

On-road transportation emissions include emissions from light- and medium-duty vehicles and heavy-duty trucks associated with land use activity. Emissions originate from the combustion of fossil fuels (such as diesel and gasoline) to power the vehicles. These are direct emissions and accounted for approximately nearly 46 percent of total emissions in 2019. On-road transportation measures can achieve significant benefits for both individual residents and the City as a whole. Reductions in and

traffic congestion would reduce smog-forming emissions, toxic air contaminants, and diesel particulate matter.

The City has a unique tourist-based economy that attracts visitors from around the world and the relationship between its tourist economy and the GHG emissions resulting from tourism are a significant source of VMT and GHG emissions. As described in Section 1.1.1 of this document, tourist based VMT results in both Scope 1 direct source GHG emissions, and Scope 3 indirect GHG emissions. Because of this, some of the actions within Measure 7.1 and Measure 7.4 focus on tourism based GHG emissions and will reduce both Scope 1 and Scope 3 emissions. Table N summarizes the measures and actions within Goal 7. Measures that reduce both Scope 1 and Scope 3 emissions include quantification that shows both.

Table N: Goal 7: Decrease GHG Emissions through Reducing VMT and Electric Vehicles

Measure	Actions	2030 GHG Reduction Achieved (MT CO_2)		Timing (Phased Implementation)
		No Enhancing	With Enhancing[1]	
Measure 7.1 Alternative Transportation Options				
Actions	Work with AMBAG to remove barriers to alternative transportation such as exploring ways to provide safe pedestrian and bicycle access to the City across Highway 1. Explore the feasibility of increasing land use density in downtown during the next General Plan Land Use Element update. Identify and promote within the hotels and visitors center existing shuttle services between Carmel and the airports. Work with Monterey Airport and AMBAG to explore the feasibility of an electric shuttle service between Monterey Airport and destinations in the City.	Scope 1 563 Scope 3 89	Scope 1 563 Scope 3 89	Years 2-10
Measure 7.2 Develop Bicycle Master Plan to Create Safe Bike Routes around the City				
Actions	Develop customized bike routes to improve bike transit. Provide signage, reduce speed limits as necessary, and develop safety education programs on "sharing the road" with bikes.	10	10	Years 3-5
Measure 7.3 Ride-Sharing and Bike to Work Programs within Businesses				
Actions	Promote ride-sharing and facilitate air district incentives for ride-sharing Provide reserved preferential parking spaces for ride-sharing, carpooling, and ultra-low or zero emission vehicles in City parking lots and private businesses that have employee parking. Require businesses of a certain size to provide facilities such as bike racks and showers.	-	-	Years 1-3
Measure 7.4 Electrify the Fleet				

Table N: Goal 7: Decrease GHG Emissions through Reducing VMT and Electric Vehicles

Measure	Actions	2030 GHG Reduction Achieved (MT CO_2)		Timing (Phased Implementation)
		No Enhancing	With Enhancing[1]	
Actions	Promote electric vehicle incentive programs at outreach events. Apply for grants to install e-chargers at public facilities. Work with community groups and businesses to install additional e-chargers. Promote priority parking at hotels for electric vehicles and provide e-chargers. Provide priority parking for bus tours that use electric buses. Work with Visit Carmel to develop and initiate a Green Visitor Program that rewards tourists that use electric vehicles, carbon credits for air-miles, and that adhere to the City's sustainability practices while visiting the City. Require or incentivize major commercial building renovations/expansions to install e-chargers.	Scope 1 1,511 Scope 3 1,425	Scope 1 1,538 Scope 3 1,452	Years 3-5
Measure 7.5 Initiate Origin/Destination Transportation Model				
Actions	Develop an Origin Destination Transportation Model focused on Carmel-by-the-Sea using the AMBAG regional model as a base. Update the CAP with new VMT data once the Origin Destination Model is completed.	N/A	N/A	Years 3-5

Source: Compiled by LSA 2022
MT CO_2e = metric tons carbon dioxide equivalent
Scope 1 = Direct source emissions that require quantification.
Scope 3= Indirect source emissions that are voluntarily quantified.
N/A = Not Applicable
1. With Enhancing = increased participation due to supporting measures that result in greater reductions.

4.1.8 Decreasing GHG Emissions through Reductions in Solid Waste Generation

According to Statewide Waste Characterization data, the commercial sector generates nearly three fourths of the solid waste in California[1]. Furthermore, much of the commercial sector waste disposed in landfills is readily recyclable. Increasing the recovery of recyclable materials will directly reduce GHG emissions. In addition to recyclables, it is also essential to focus on diverting organic waste from all the sectors as it can represent 30 percent of the total waste stream in the City. The SB 1383 requires Californians to reduce organic waste disposal by 50% by 2020 and 75% by 2025.

Table O summarizes the measures and actions within Goal 8.

[1] CalRecycle. 2020 Statewide Waste Characterization data. Website: https://www2.calrecycle.ca.gov/WasteCharacterization/Study (Accessed March 2022).

Table O: Goal 8: Decrease GHG Emissions through Reducing Solid Waste Generation

Measure	Actions	2030 GHG Reduction Achieved (MT CO_2)		Timing (Phased Implementation)
		No Enhancing	With Enhancing[1]	
Measure 8.1 Reduce Waste at Landfills				
Actions	Promote zero waste events, use reusables rather than recyclable materials, and buy local to reduce waste. Require waste hauler to pick up organic waste in compliance with SB 1383 and conduct outreach to residents and businesses to ensure compliance and minimize contamination. Promote home composting and community gardens. Educate the community on proper use of the City-provided grey/green/blue containers.	1,500	1,500	Years 1-3

Source: Compiled by LSA 2022
MT CO_2e = metric tons carbon dioxide equivalent
1. With Enhancing i= increased participation due to supporting measures that result in greater reductions.

4.1.9 Decreasing Energy Demand through Clean Energy Use

Renewable energy sources especially those that have zero or near zero emissions such as photovoltaic (PV) solar and wind generation are clean energy. Distributed renewable energy generation such as rooftop PV solar provides locally important environmental and economic benefits because the clean energy is being generated within the City. Ability to store energy is also crucial for enabling widespread adoption, stabilization, and grid integration of renewable energy. Energy storage can reduce power fluctuations, enhance system flexibility, and enable the storage and dispatch of electricity generated by variable renewable energy sources. Energy storage also helps customers better prepare for outages and Public Safety Power Shutoffs (PSPS).

Besides distributed renewable energy generation, the City is also participating in 3CE, a Community Choice Aggregation (CCA) within Monterey, San Luis Obispo, Santa Barbara, and Ventura Counties that is delivering grid-based electricity comprising at least 31 percent renewable energy and 56 percent large hydroelectric generation to the City. 3CE is scheduled to increase renewable energy to 100 percent on or before 2030. Goal 9 will decrease GHG emissions by increasing the use of renewable and other clean energy sources. Table P summarizes the measures and actions within Goal 9.

Table P: Goal 9: Decrease GHG Emissions through Increasing Clean Energy Use

Measure	Actions	2030 GHG Reduction Achieved (MT CO_2)		Timing (Phased Implementation)
		No Enhancing	With Enhancing[1]	
Measure 9.1 Promote Clean Energy				
Actions	Promote clean energy incentives to the community Incentivize solar panels installation on existing residential units Require or incentives solar panel installation on major commercial building retrofits/expansions (70 percent or more of the building area) and commercial parking lots. Promote energy storage system installation with solar panels.	364	364	Years 3-5
Measure 9.2 Continue Participation with 3CE to increase the Renewable Generation Portfolio of Electricity in Carmel				
Actions	Promote 3CE's 100 Percent Renewable Energy Option in the City by encouraging residents and businesses to participate ir the program.	-	-	Years 1-3

Source: Compiled by LSA 2022
MT CO_2e = metric tons carbon dioxide equivalent
-= Not quantified
1. With Enhancing i= increased participation due to supporting measures that result in greater reductions.

4.2 GHG Reduction Summary and Comparison with the 2030 Reduction Target

By implementing the Statewide and local reduction measures described in Section 4.1, the City would reduce its communitywide GHG emissions by 48 percent below 2019 levels of emissions by 2030. Table Q summarizes the strategies and the potential GHG reductions for community and municipal operations, respectively.

Table Q: Summary of Community GHG Reduction Strategies and Emissions Reductions

Goals and Measures	2030 Emission Reductions (MT CO_2e)
Goal 1: Increase Energy Efficiency in Existing Residential	
1.1: Energy efficiency training, education, and recognition in the residential sector	Supporting Measure
1.2: Increase community participation in existing energy efficiency programs	1.70
1.3: Home energy evaluations	Supporting Measure
1.4: Residential home energy renovations	1,294.60
Goal 2: Increase Energy Efficiency in New Residential Units	
2.1: Exceed energy efficiency standards	0.01
Goal 3: Increase Energy Efficiency in Existing Commercial Units	
3.1: Energy efficiency training, education, and recognition in commercial sector	Supporting Measure
3.2: Increase business participation in existing energy efficiency programs	69.40
3.3: Non-residential building energy audits	Supporting Measure
3.4: Non-residential building retrofits	1,666.00

Table Q: Summary of Community GHG Reduction Strategies and Emissions Reductions

Goals and Measures	2030 Emission Reductions (MT CO_2e)
Goal 4: Increase Energy Efficiency in New Commercial Units	
4.1: Exceed energy efficiency standards	-
Goal 5: Increase energy efficiency through water efficiency	
5.1: Water efficiency through continued implementation of SBX7-7	3.00
5.2: Exceed water efficiency standards	Supporting Measure
Goal 6: Decrease Energy Demand through Reducing Urban Heat Island Effect	
6.1: Tree planting for shading and energy efficiency	-
6.2: Light-reflecting surfaces for energy efficiency	-
Goal 7: Decrease Greenhouse Gas Emissions through Reducing Vehicle Miles Traveled	
7.1: Alternative Transportation Options	563.00
7.2: Develop Bicycle Master Plan to Create Safe bike routes in the City	10.00
7.3 Ride-sharing and bike-to-work programs within businesses	-
7.4: Electrify the fleet	1,538.00
7.5 Initiate Origin/Destination Transportation Model	N/A
Goal 8: Decrease Greenhouse Gas Emissions through Reducing Solid Waste Generation	
8.1: Reduce waste to landfills	1,500.00
Goal 9: Decrease Greenhouse Gas Emissions through Increasing Clean Energy Use	
9.1: Promote clean energy	364.00
9.2: Continue participation in 3CE Program	-
Total Community Measures	**7,009.71**

Source: Compiled by LSA 2022
3CE = Central Coast Clean Energy
MT CO_2e = metric tons of carbon dioxide equivalent
N/A = Not Applicable
SB = Senate Bill
- = Not quantified

Figure 5 on the following page provides a summary graph of the local emission reductions.

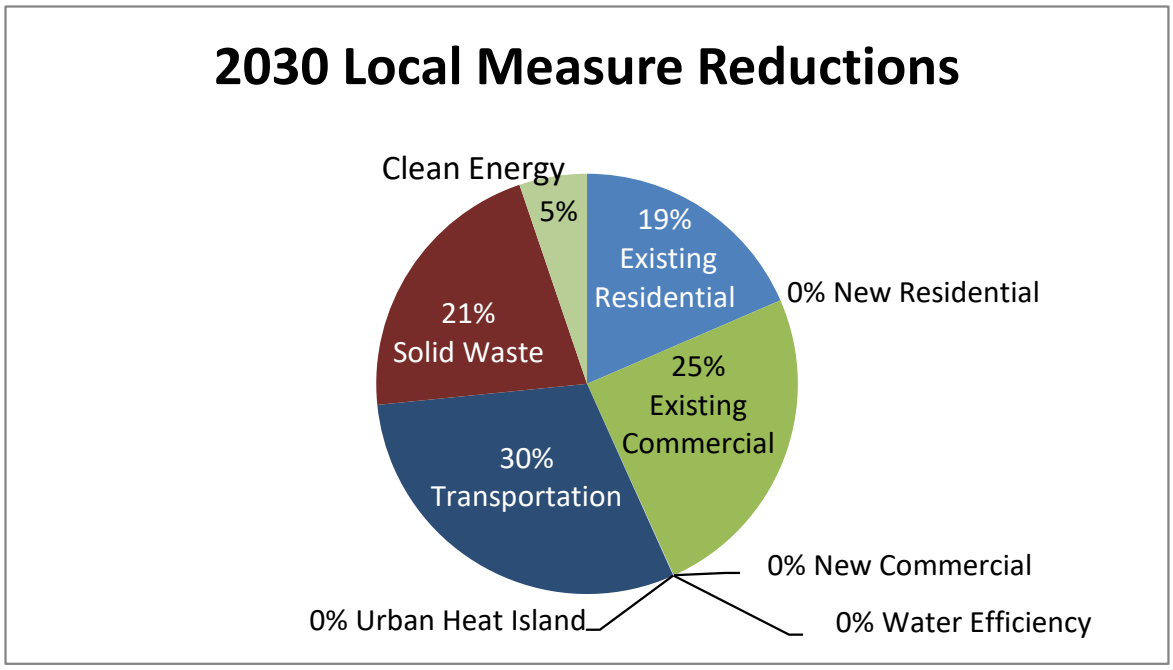


Figure 5: Local Reduction Measures

As shown in Figure 5, reductions in Transportation represent the largest (30 percent of total reductions) portion of reductions, followed by energy efficiency retrofits of existing commercial at 25 percent, solid waste diversion at 21 percent, energy efficiency retrofits of existing residential at 19 percent, and clean energy at 5 percent.

Figure 6 on the following page summarizes the 2015 through 2019 emission inventories, projected 2020, 2030, and 2045 emission forecasts, as well as the 2020, 2030, and 2045 reduction targets after implementation of the local reduction measures.

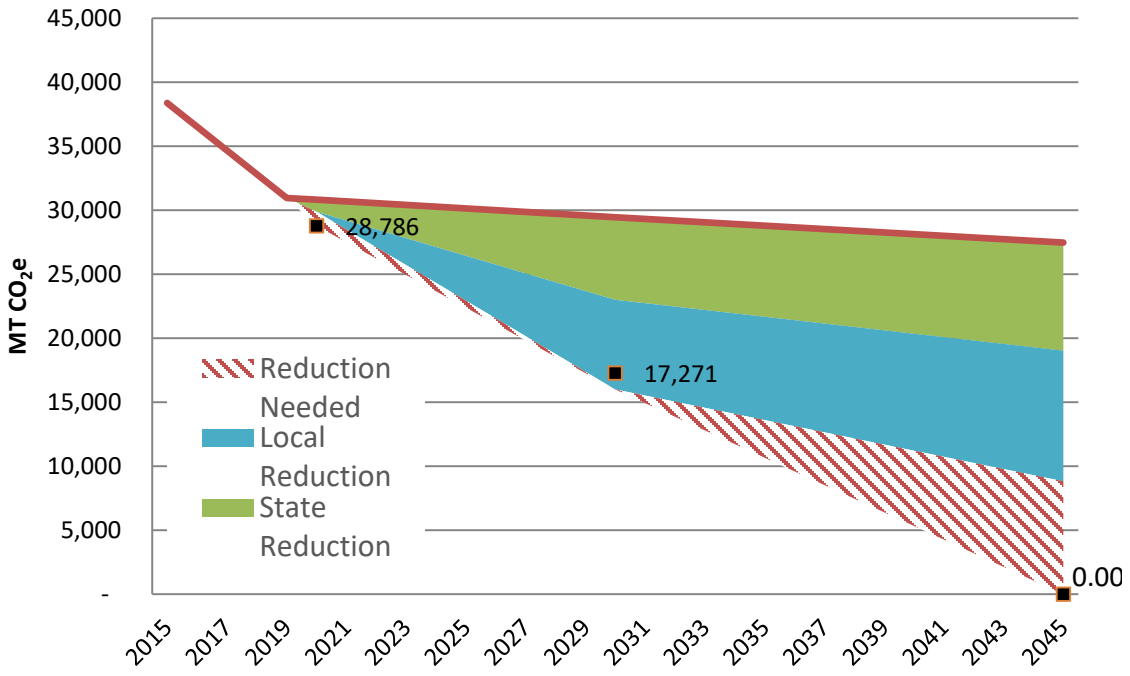


Figure 6: Existing and Forecasted Emissions with Local Reduction Measure Implementation

As shown in Figure 6, with implementation of the local reduction measures, emissions in 2030 will be below the 2030 reduction target and provide additional reductions beyond 2030. However, the current set of reduction strategies will not achieve carbon neutrality by 2045.

CONCLUSIONS

The City will see a total reduction of 13,442 MT CO_2e (6,432 MT CO_2e from State measures, and 7,010 MT CO_2e from local measures) in 2030 with implementation of all the measures. The remaining 2030 GHG emissions for the City after measure implementation will be approximately 16,003 MT CO_2e, which is below the 2030 reduction target of 17,271 MT CO_2e. However, with the current set of reduction strategies the City will not achieve carbon neutrality by 2045.

The City of Carmel-by-the-Sea should update the 2045 ABAU forecasts and provide local reduction strategy updates once the State has provided an updated Scoping Plan demonstrating how the State will achieve carbon neutrality.

Appendix B
Climate Vulnerability Assessment

Attachment 2

City of Carmel-by-the-Sea

CLIMATE CHANGE VULNERABILITY ASSESSMENT

FINAL REPORT

July 2021

Acknowledgments

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TABLE OF CONTENTS

I. Introduction 3
II. Historical Hazards 3
III. Changing Hazards with Climate Change 3
Increased Temperatures 3
Drought 5
Fog Changes 5
Ocean Warming 5
Wildfires 6
Stronger Storms 7
Sea Level Rise 7
IV. Hazard Ranking 11
V. Vulnerable City Assets and Populations 11
VI. Existing Strategies and Policies for Adaptation 13
Natural Assets 13
Community 20
Utilities 24
Infrastructure 30
VIII. Vulnerability Scoring Matrix 40
IX. Conclusion And Next Steps 41
X. References 42

Appendix A: Historical Hazards

Appendix B: Climate Committee Presentation Summaries

I. Introduction

The purpose of this Vulnerability Assessment is to characterize climate hazards that will impact the community and City assets in Carmel-by-the-Sea, determine our community's major climate vulnerabilities, and identify work that has already been done to improve community resilience. The Vulnerability Assessment will help provide focus to the City's adaptation planning efforts.

II. Historical Hazards

Historical hazards provide information about hazards that may be exacerbated by climate change, as well as potential vulnerabilities of City assets to those hazards. A table of historical hazards assembled from the Monterey County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), the National Oceanic and Atmospheric Administration (NOAA) Storm Events Database, and historic records at the Carmel Library, is included in **Appendix A**. Additionally, a map of historic wildland fires in Monterey County from the MJHMP is also included in **Appendix A**.

III. Changing Hazards with Climate Change

This Vulnerability Assessment uses information and modeling projections provided by the State of California to support climate adaptation efforts, including the Cal-Adapt modeling tool and the Fourth California Climate Assessment. The Cal-Adapt modeling tool provides climate change projections based on two different future greenhouse emissions gas scenarios: a high-emissions scenario, Representative Concentration Pathway (RCP) 8.5, in which greenhouse gas emissions continue to rise over the 21st century, and a low-emissions scenario, RCP 4.5, in which greenhouse gas emissions level off around the middle of the 21st century, and, by the end of the century, are lower than 1990 levels.

Increased Temperatures

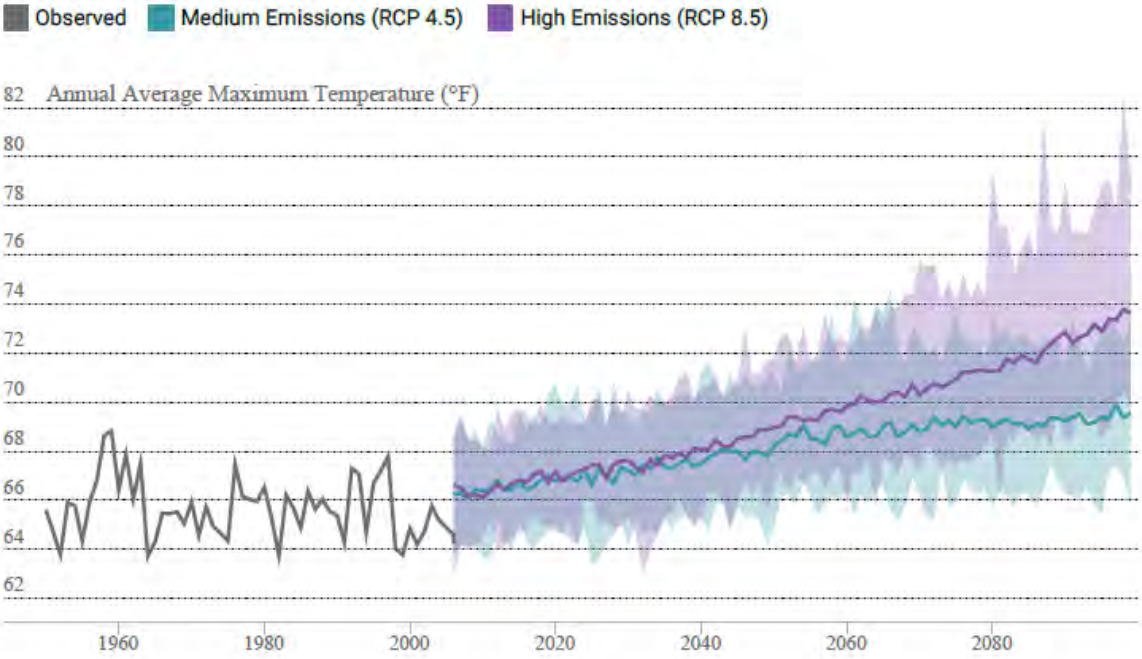
According to the State's Cal-Adapt modeling tool, overall temperatures are projected to rise in California during the 21st century. However, coastal areas will be less impacted due to the moderating effect of the Pacific Ocean. The current average annual maximum temperature (the average of all the hottest daily temperatures in a year) in Carmel-by-the-Sea is 65.6 degrees Fahrenheit (°F). According to the RCP 8.5 model, annual average maximum temperatures in Carmel-by-the-Sea could increase by 3.3°F by mid-century to 68.9°F, and by 6.3°F to 71.9°F by the end of the century.

The number of extreme heat days, defined as days with daily maximum temperature above 87.9 °F, is also projected to increase from 3 days to an average of 6 days per year by mid-century, and to an average of 7 to 13 days per year by the end of the century, depending on the emissions scenario. It is important to note that these are modeled averages and that some years will have more extreme heat days, and others fewer.

While the community and essential facilities of Carmel-by-the-Sea may be able to adapt to these temperature changes, local ecosystems are likely to be adversely impacted by the increased heat.

Annual Average Maximum Temperature

Average of all the hottest daily temperatures in a year.



		30yr Average	30yr Range
Baseline (1961-1990)			
MODELED HISTORICAL	-	65.6 °F	65.3 - 65.8 °F
Mid-Century (2035-2064)			
MEDIUM EMISSIONS (RCP 4.5)	+2.6 °F	68.2 °F	66.7 - 69.6 °F
HIGH EMISSIONS (RCP 8.5)	+3.3 °F	68.9 °F	67.3 - 70.6 °F
End-Century (2070-2099)			
MEDIUM EMISSIONS (RCP 4.5)	+3.6 °F	69.2 °F	67.3 - 71.5 °F
HIGH EMISSIONS (RCP 8.5)	+6.3 °F	71.9 °F	69.2 - 76.0 °F

Source: Cal-Adapt Local Climate Change Snapshot for Carmel-by-the-Sea

Drought

In 2014, the State of California, including Monterey County, faced one of the most severe droughts on record. Governor Brown declared a drought State of Emergency in January 2014, and directed State officials to take all necessary actions to prepare for water shortages during what was considered an "unprecedented" drought.

Prior to the 2014 drought, the National Climatic Data Center has recorded no instances of severe drought conditions in the Monterey County forecast zone for the period of 1/1/1996 through 12/31/2013.

According to the Fourth California Climate Assessment, even minor fluctuations in rainfall patterns will increase pressure on Monterey County's water resources, which are already over-stretched by the demands of a growing agriculture economy and population. Decreasing spring stream flows, coupled with increasing demand for water resulting from both a growing population and hotter climate, could lead to increasing water shortages.

According to the State's Cal-Adapt modeling tool, research suggests that for much of the state, wet years will become wetter and dry years will become drier. Dry years are also likely to be followed by dry years, increasing the risk of drought. While California does not see the average annual precipitation changing significantly in the next 50-75 years, precipitation will likely be delivered in more intense storms and within a shorter wet season. We are already seeing some of the impacts from a shift towards larger year to year fluctuations.

Fog Changes

According to California's Fourth Climate Assessment, the formation of coastal fog is very complex and involves highly dynamic ocean, air, and land processes. Ocean upwelling, once thought to drive the formation of coastal fog, is secondary to the global atmospheric circulation pattern that situates a North Pacific zone of atmospheric high-pressure. This air mass generates inversions under which coastal fog forms. The frequency and thickness of summertime fog depends on the location of the high-pressure zone, the strength of the inversion, and sea surface temperatures.

The future of coastal fog under climate change remains uncertain. Long term fog trends over the coastal ocean from ship observations since 1951 show an increase, while fog trends over land show a decrease. The effect of other land surface changes such as forest fires on fog is unknown.

Changes in coastal fog could have a significant impact on coastal ecosystems. Fog provides an important source of water for many coastal plant communities through fog drip, and it also acts to keep moisture in the ecosystem, preventing evaporation and maintaining cooler temperatures during the summer months. Ecosystems such as the coastal redwoods and maritime chaparral are dependent on fog for their survival. A decline in coastal fog could also lead to increased water use and an increased demand for water in the Central Coast Region due to warmer temperatures and increased evaporation during the summer months. This in turn could lead to increased agricultural and landscape water use.

Ocean Warming

According to information provided by the National Oceanic and Atmospheric Administration (NOAA), Office of National Marine Sanctuaries, water temperatures in the Monterey Bay Sanctuary have risen slightly over the past century and offshore waters could warm by 7 degrees Fahrenheit by 2100. In addition to rising average temperatures, marine heatwaves are expected to increase in frequency, duration, and intensity.

Monterey Bay is at an ecological transition zone that is the northern range edge of many warm-water species. Thus, warming of ocean waters may have a significant impact on marine communities by shifting warm-water species northward. Warming waters also hold less oxygen and may increase the mortality of a variety of local organisms, including mussels, oysters, sea stars, rockfish, kelp, and deep-water corals.

Many impacts of warming waters were observed during the 2014-2016 marine heatwave known as “The Blob”, during which water temperatures in the Sanctuary reached 7.2 degrees Fahrenheit above normal. That marine heatwave caused significant impacts in the Bay, including a large Harmful Algal Bloom, reduced numbers of zooplankton, and migration of southern species. These changes in turn caused mass mortalities of seabirds and marine mammals, and early closure and delayed opening of the Dungeness crab fishery. Effects of the heatwave also led to significant declines in kelp forests in the region.

The varied impacts of The Blob on the marine ecosystems of the Monterey Bay and the fisheries that rely on them demonstrated the potential significant impacts of climate change on local marine communities; however, marine systems are complex, impacted by not only water temperature, but also upwelling, sea level rise, storm patterns, and ocean acidification. Thus, the long-term effects of climate change on local marine ecosystems are still under study and are difficult to predict.

Wildfires

Wildfires occur frequently in the Central Coast region. In recent years, much of California, including the Central Coast, has seen an increased risk of wildfire, with a wildfire season that starts earlier, runs longer, and features more extreme fire events.

According to California’s Fourth Climate Assessment, annual climatic water deficit, which measures water availability relative to water demand, is generally a strong predictor of fire occurrence in semi-arid regions, largely due to the correlation between annual water deficit and fuel moisture. Warmer temperatures will increase water demand and climate water deficit, and thus fire risks.

A key factor affecting wildfires on the Central Coast will be precipitation patterns. Northern Central Coast areas typically have higher precipitation and may see fewer, more severe, wildfires; while areas to the south may see more frequent, less severe, wildfires as warming temperatures increase climatic water deficit there but also could reduce vegetation growth rates and fuel loads. Another important factor in wildfire severity will be wind; at this time, climate models have not determined yet how climate change will affect major wind patterns in the Central Coast.

Given the uncertainties in climate predictions of precipitation and wind for the Central Coast region and the sensitivity to precipitation and climatic water deficits of our local ecosystems, it is difficult to accurately predict the change in wildfire frequency and severity; however, there is little doubt that large, severe wildfires will continue to occur in this region. Thus, growing populations and expansion into the Wildland Urban Interface (WUI) will increase vulnerability to fires. Projected increases in precipitation intensity during storms may also increase post-fire impacts such as sediment flows, nutrient pulses in nearshore waters, and the spread of invasive grasses.

Stronger Storms

Projections of changes in precipitation in California are more nuanced than projected changes in temperature and have less separation between RCP4.5 and 8.5 scenarios. There is a projected increase of year-to-year variability with wetter days during periods of precipitation, but with fewer total days with precipitation. This means that storms will intensify and rainfall will come in more intense bursts; however, drought years may also be more common and the wet season will become shorter. When combined with higher temperatures, these changes will create significant challenges for the state's water supplies, potentially creating more serious flooding events as well as more frequent drought conditions.

According to California's Fourth Climate Assessment, extreme atmospheric river events, which are associated with strong winds and severe flooding, are expected to increase under projected climate change in California. Atmospheric rivers are the dominant drivers of locally-extreme rainfall events along the Central Coast. During the winter of 2016-2017, a large number of atmospheric rivers that struck the Central Coast caused tremendous flooding and damage throughout the Monterey Bay region. During the winter of 2018-19, a series of atmospheric rivers struck the Monterey Peninsula with significant wind and rainfall that caused widespread power outages and road closures due to fallen trees and broken branches (Appendix A).

Periodic El Niño events also can significantly impact the intensity of storm events on the Central Coast. El Niño events are associated with seasonally-elevated ocean water levels as high as 1 foot above normal, and, on average, 30 percent larger winter wave energy in California. Extreme El Niño events of 1982-83 and 1997-98 caused significant coastal erosion due to strong winter waves. The magnitude and frequency of El Niño events, which may increase with climate change, will have significant impacts on coastal resources and will exacerbate the impacts of sea level rise.

Sea Level Rise

Global sea level rise is driven primarily by thermal expansion caused by the warming of the oceans and the loss of land-based ice such as glaciers and polar ice caps due to increased melting. The Monterey County MJHMP (September 2014) estimates that Monterey County may experience an approximate 5-foot (150 cm) rise in sea level by the year 2100. Figure 1 below is a chart from the Coast and Ocean Summary Report of California's Fourth Climate Assessment (August 2018). The chart indicates potentially more extreme sea level rise than previously anticipated, particularly if greenhouse gas emissions are not controlled. The chart also illustrates the rapid and drastic sea level rise between 2050 and 2100, especially under an unmitigated greenhouse gas emission scenario.

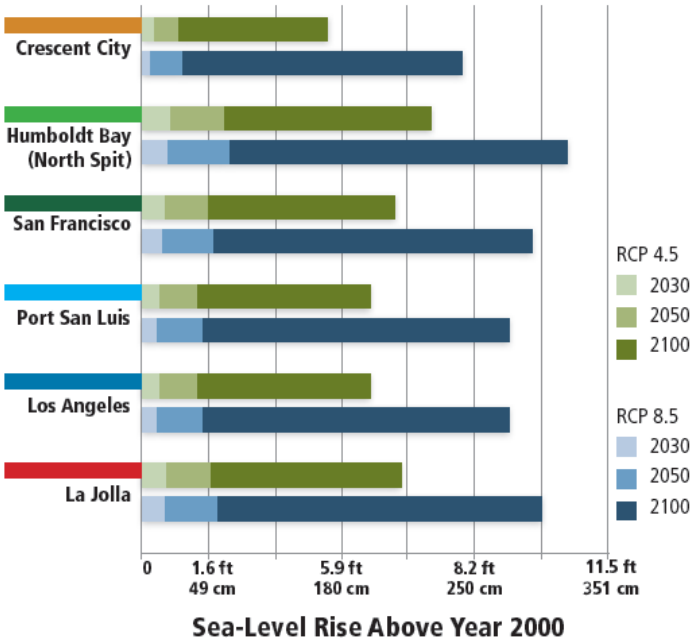
Figure 2 is from the USGS Coastal Storm Modeling System and shows a range of inundation zones, starting with 1) current conditions, 2) 1.6 feet (50 cm) of Sea Level Rise (SLR) by mid-century under normal conditions, 3) 1.6 feet of SLR during a 1-year storm, and 4) 5 feet of sea level rise by 2100 (no storm).

The figures indicate that the Carmel bluffs provide an important barrier against sea level rise impacts to property, which will be increasingly impacted by the rising tides. Particularly during storms, as the beach continues to narrow, the bluffs and seawalls will endure an increasing amount of the erosive force of ocean waves. Carmel Beach will continue to become narrower, particularly at the southern end of the bay, as well as the northern end, near Pescadero Canyon, and, by mid-century, will be inaccessible during and after storms. This phenomenon of beach loss is already happening after large winter storms in Carmel. With 5 feet of sea level rise

(near the end of the century under an RCP 4.5 scenario), the southern end of the beach will be gone, as well as the northern portions, even under normal conditions.

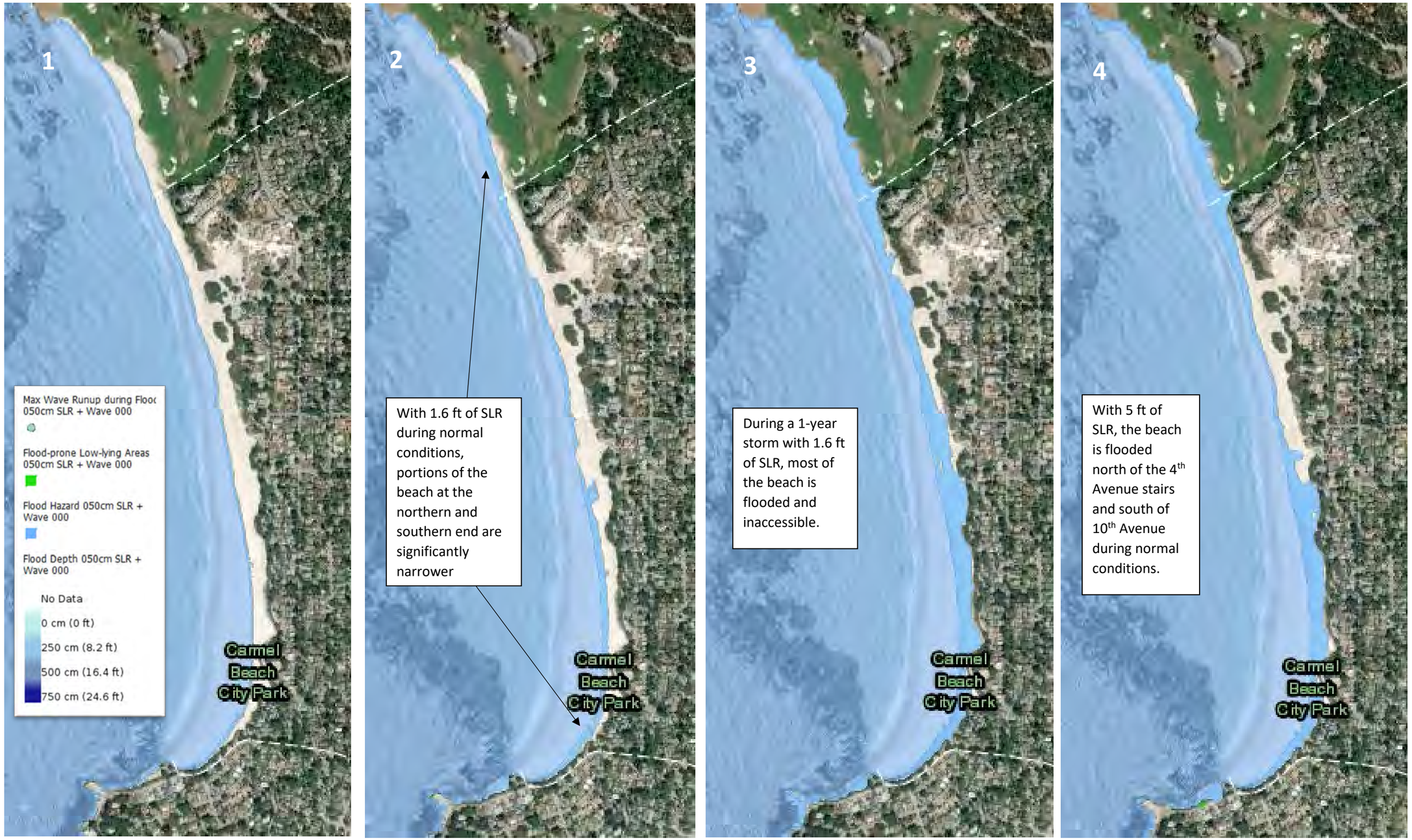
The loss of Carmel Beach will impact not only the recreational, environmental, and economic resources it provides but it also will amplify the impacts of hazard events such as storms, as well as coastal erosion. Coastal erosion analysis indicates that retreat rates for the Carmel bluffs average 2-4 inches per year. It is important to note that there are wide variations in coastal erosion from year to year and that, during El Nino years, which are characterized by stronger storms, the bluffs experience significantly more erosion. For example, during the winter of 1982-83, as much as 40 feet of bluff were lost in some areas of Carmel (Appendix A). Sea level rise, combined with amplified coastal erosion could cause considerable damage to the City's coastal facilities, including sea walls, revetments, access stairs, the Scenic pathway, bathrooms, Scenic Road, and utilities including the sanitary sewer, water supply, and stormwater systems.

Figure 1: Chart of Sea Level Rise along the California Coast



Source: California's Coast and Ocean Summary Report, California's Fourth Climate Change Assessment

Figure 2: Comparison of Carmel Beach maximum wave run-up during: 1) current conditions, 2) with 1.6 ft of sea level rise (SLR) and no storm, 3) 1.6 ft of SLR and 1-year storm, and 4) 5 ft of SLR and no storm.



Source: Our Coast Our Future, https://data.pointblue.org/apps/ocof/cms/

IV. Hazard Ranking

Based on the information provided by historical hazards (Appendix A), as well as projected changes from climate change, several climate effects will significantly impact Carmel over the coming years. Climate hazards are ranked in the table below by the timeframe of their impacts, with hazards that are already causing observable impacts or representing a significant near-term risk in orange and those with potentially significant impacts into the future in yellow. Hazards in yellow have a longer planning time horizon. Hazards for which we do not have enough data yet are shown in grey.

- Orange: already causing observable impacts or a near-term significant risk
- Yellow: significant mid- to long-range impacts
- Grey: not enough data

Stronger Storms
Wildfires
Sea Level Rise
Drought
Increased Temperature
Fog Changes
Ocean Warming

V. Vulnerable City Assets and Populations

Climate change does not have the same effects in all parts of the community. Some people and physical assets will be affected more severely than others, and adaptation planning efforts should evaluate the full range of potential effects of climate change. Priority assets and populations at risk are organized in Table 1 below under the following main categories:

- Natural Assets
- Community
- Utilities
- Regional Infrastructure
- Local Infrastructure

Virtually all people and assets in our community will be affected by climate change in some way over the planning horizon; however, it is not feasible to assess the vulnerability of every group or every asset in our community. Thus, we have focused on those assets that face greater harm, require special consideration, or are critical to the community's well-being. They are listed below with potential hazards that may affect them.

Table 1: Vulnerable City Assets and Populations

Priority Assets at Risk	Priority Hazards						
	Stronger Storms	**Wildfires**	**Sea Level Rise**	**More Droughts**	**Increased Temperature**	**Fog Changes**	**Ocean Warming**
Natural Assets							
Mission Trail Nature Preserve	X	X	X	X	X	X	
North Dunes			X	X	X	X	
Urban forest	X	X		X	X	X	
Marine Sanctuary	X			X	X	X	X
Carmel Beach			X			X	X
Community							
Elderly population and people with disabilities	X	X		X	X		
Residents	X	X		X	X		
Visitors	X	X	X				X
Local businesses	X	X	X	X	X		X
Service industry workers	X	X	X		X		
Second homes	X	X	X		X		
Utilities							
Water supply		X	X	X	X		
Sanitary sewer system	X		X				
Power grid	X	X			X		
Overhead communication lines	X	X			X		
PG&E/communication underground lines (gas, cable)		X	X				
Regional Infrastructure							
Wastewater treatment facility	X		X		X		
Transportation infrastructure (Caltrans)	X	X	X				
Hospital and emergency medical care facilities	X	X			X		
Landfill & waste management	X						

Priority Assets at Risk	Priority Hazards						
	Stronger Storms	Wildfires	Sea Level Rise	More Droughts	Increased Temperature	Fog Changes	Ocean Warming
Local Infrastructure							
Shoreline access infrastructure: Scenic trail, public restrooms, beach stairs, coastal roadways, and parking	X	X	X		X (visitors)	X	
Seawalls and revetments	X		X				
Storm drainage system	X		X				
Other city streets	X						
Emergency response facilities (Fire station, EOC, PD, PW, City Hall, etc.)	X	X			X		

VI. Existing Strategies and Policies for Adaptation

The City has several existing documents that provide guiding policies and strategies that will help address elements of climate change adaptation. A summary of recommended projects in those documents that will help reduce the City's vulnerability to climate change is presented below, by asset category.

Natural Assets

a. Mission Trail Nature Preserve

Mission Trail Nature Preserve Master Plan

Adopted by the City Council: 1996

The Mission Trail Nature Preserve Master Plan has policies that will be beneficial to the short- and long-term health of the Preserve's ecosystems in the face of climate change. These policies can make the Preserve more resilient to increased heat, drought, and wildfires:

- O5-25: Preserve and enhance the vegetative diversity in Mission Trail Nature Preserve consisting of Monterey pine forest, central coast willow riparian forest, wet meadow, coast live oak woodland, redwood, box elder, cottonwood, coastal terrace prairie.
- O5-31: Maintain natural drainage patterns except where erosion or human safety problems may be created. Encourage/allow the channelized ditch to revert to a more natural channel in order to enhance the park's wetlands (riparian forest, wet meadow) and natural character.

- Prepare annual maintenance plans for habitats within the Preserve. Encourage native vegetation to reestablish on sites previously mowed, cut, or invaded by exotic species.

Implementation Status: *Initiated.* Many elements of the Mission Trail Nature Preserve Master Plan, including enhancing native habitats and site hydrology, have been initiated and are currently in progress. The City has been working with its private non-profit partners on invasive species and fire fuel removal throughout the Preserve for several years.

Mission Trail Nature Preserve Baseline Biological Assessment

Prepared by Nicole Nedeff: January 2016

The Mission Trail Nature Preserve Baseline Biological Assessment was completed in 2016 and includes an implementation plan for maintenance and enhancement of the various habitats of the Preserve. This is the primary guiding document for habitat restoration projects in the Preserve.

Implementation Status: *Initiated.* Many elements of the Mission Trail Nature Preserve Baseline Biological Assessment, including weed removal and improving the site's hydrology, have been initiated and are currently in progress. The City has been working with the Friends of Mission Trail Nature Preserve on invasive species and fire fuel removal throughout the Preserve.

Mission Trail Stream Stability Study

Prepared by Dudek and Waterways Consulting: February 2019

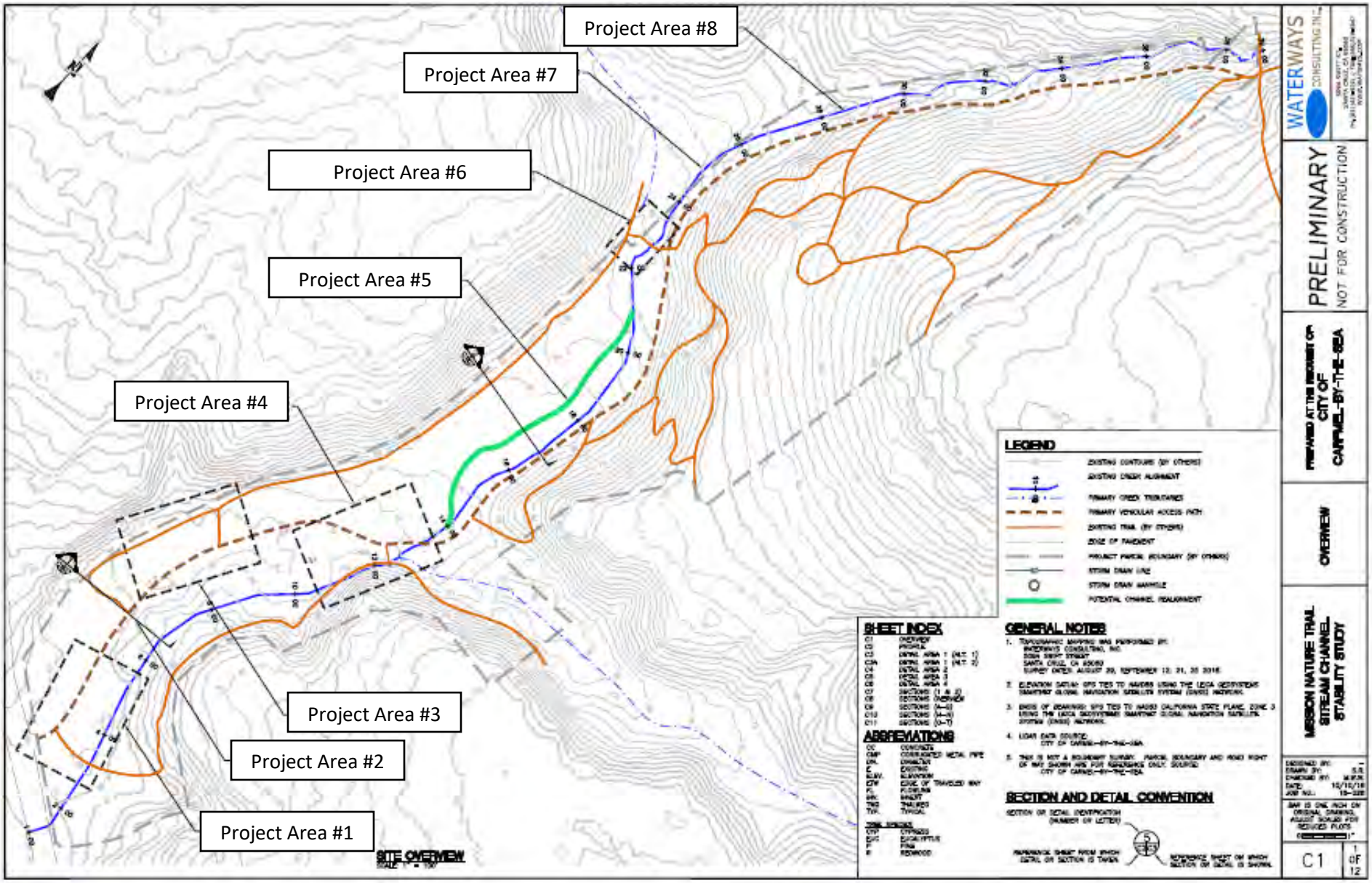
The Stream Stability Study was completed in 2019 to determine factors contributing to channel instability in Mission Trail Nature Preserve, to determine the stability of drainage improvements in the Preserve, and to recommend actions to restore the stream and habitat conditions in the riparian corridor. The study identified eight projects to restore natural hydrology and stream stability in the Preserve. The projects are shown on Figure 2 below and listed in Table 2.

Table 2: Mission Trail Stream Restoration Projects

PROJECT AREA	PROJECT COMPONENTS	APPROXIMATE COSTS	
		DESIGN	IMPLEMENTATION & ESTABLISHMENT
1 (Alt 1)	RAISE ENTRANCE ROAD, INSTALL NEW CULVERT BELOW ENTRANCE ROAD, CONSTRUCT OPEN SWALE TO CREEK	$17,000	$90,000
1 (Alt 2)	RAISE ENTRANCE ROAD, INSTALL NEW CULVERT BELOW ENTRANCE ROAD, CONSTRUCT PIPE TO CREEK	$17,000	$95,000
1 (Alt 3)	RAISE ENTRANCE ROAD, INSTALL NEW CULVERT BELOW ENTRANCE ROAD	$15,000	$75,000
2	CONSTRUCT APPROX. 100 LF PEDESTRIAN BOARDWALK	$8,000	$40,000
3	INSTALL CULVERT OR ROCKED FORD AND REALIGN TRIBUTARY DRAINAGE, INSTALL SMALL DITCH CULVERT AND PERFORM DITCH MAINTENANCE	$7,500	$22,500
4	DEMOLISH PORTION OF EXISTING FORD, RESTORE DOWNSTREAM REACH OF CHANNEL, REALIGN TRAIL, CONSTRUCT PEDESTRIAN BRIDGE, RESTORE OLD TRAIL ALIGNMENT	$17,500	$100,000
5	REALIGN APPROX. 700 LF OF CHANNEL. RESTORE OLD CHANNEL BED, REVEGETATE DISTURBED AREAS	$27,500	$300,000
6	REPLACE EXISTING UNDERSIZED BRIDGE, RESTORE DOWNSTREAM CHANNEL AND ARMOR REACH TO PREVENT FURTHER INCISION UPSTREAM	$25,000	$230,000
7	REMOVE EXISITING WEIR, LOWER CHANNEL, STABILIZE NEW CHANNEL BED AND BANKS	$9,500	$30,000
8	PERFORM BOUNDARY SURVEY, DETAILED TOPOGRAPHY, GEOLOGIC & GEOTECHNICAL INVESTIGATION. PRIORITIZE A PHASED REPAIR PLAN, AND PREPARE PRELIMINARY AND FINAL DESIGNS FOR GRADE CONTROL.	$50,000	N/A

Implementation Status: *Initiated*. A successful grant application for $178,000 for the design and construction of Projects 1-3 has been submitted to the Per Capital Grant Program and is awaiting contract.

Figure 2: Mission Trail Stream Stability Projects



b. North Dunes

Del Mar Master Plan and North Dunes and Del Mar Dunes Habitat Restoration Plan (2009)

Adopted by the City Council: September 2009

The Del Mar Master Plan provides a framework for improving parking, circulation, pedestrian flow, handicap accessibility, aesthetics and environmental resources in the Del Mar and North Dunes areas. At the time of the Master Plan development, the North Dunes were a 4 to 5 acre tract of substantially disturbed dunes with small pockets of remaining native species. The Master Plan has several policies that support the restoration of the native habitats in the North Dunes, which will improve sensitive habitat resilience in the face of climate change:

P5-103: Identify and protect environmentally sensitive habitat areas against any significant disruption of habitat values. Only uses dependent upon those resources shall be allowed.

P4-48: Discourage any further incursion of recreational activities into the North Dunes habitat. Sensitive resources in the North Dunes habitat area shall be protected.

P5-28: Restore dune areas to improve habitat for Tidestrom's lupine and other native dune plants.

O5-7: Protect the fragile dunes and sensitive plants in the Del Mar Dunes and North Dunes against any significant disruption of habitat values.

P5-27: Maintain an attractive mix of plant material that favors native species and other, drought-tolerant, noninvasive species.

P5-29: Control the spread, and prohibit planting of, invasive non-native plants.

O5-40: Ensure that long-term management activities maintain the natural dune ecology of Carmel Beach in a manner consistent with public safety. Protect areas of the beach from the loss of habitat, where special status plant species are growing.

P5-173: Retain a qualified botanist to monitor the population of Tidestrom's lupine and other special status species on the North Dunes of Carmel Beach. The population should be assessed annually (or based upon a schedule agreed upon by the Department of Fish and Game, Coastal Commission and U.S. Fish and Wildlife Service) to determine if the population is stable and if measures to protect the population should be instituted. If the population appears heavily affected by public use, the City should consider fencing or placing barriers around the lupine habitat on the beach.

P5-176: Implement a Dune Restoration Plan.

P4-34 : Post educational/interpretive signs where appropriate along Scenic Road and in the North Dunes area.

P4-3: Improve and sign the vertical access at Fourth Avenue. Consider development of a pedestrian path from the foot of Jane Powers walkway to the Fourth Avenue beach access through Sand and Sea. Investigate and implement opportunities to establish or reestablish additional vertical access from North San Antonio to the beach to the extent feasible.

P4-18: Improve the pedestrian experience through the Del Mar Parking area for those arriving on foot and from parked vehicles to the beach. Consider construction of boardwalks or other improvements to aid beach circulation, protect tree roots and protect the sensitive vegetation in the North Dunes area.

A Habitat Restoration Plan for the North Dunes and Del Mar Dunes is included as an appendix to the Del Mar Master Plan, which guides the specific habitat restoration actions at the North Dunes. The Habitat Restoration Plan has the following success criteria:

- Aggressive non-native species shall have less than 1% of coverage in the project area.
- The dune scrub plant coverage should reach at least 70% coverage in the project area, with the other 30% occupied by bare sand or Monterey cypress within the cypress corridor.
- All planted species must be displaying evidence of reproduction.
- The dune scrub shall be comprised of all 22 native species listed in the report.
- Successful establishment of 10 locations of Tidestrom's lupine with at least 100 plants each.
- Successful establishment of the quantity and quality of available habitat for Black Legless Lizards, including the habitat corridor between Del Mar and North Dunes.
- Annual monitoring of the Tidestrom's lupine population is performed and results reported to the CA Department of Fish and Game's Data Base.
- The trail system has been established and is being used exclusively for visiting or traversing the dunes. No foot traffic impact is occurring within the Del Mar or North Dunes.
- Interpretive panels are increasing the visitors' experience and knowledge of the dune habitat.

Implementation Status: *substantial progress*. In 2010, the City installed a boardwalk connecting the 4th Avenue beach stairway to the dune access at the end of 4th Avenue, which reduces impacts on dune habitat and endangered Tidestrom's lupine. In 2016, the City obtained a CDP to conduct habitat restoration actions at the North Dunes. Significant strides have since been made in removing invasive weeds and restoring native dune vegetation throughout the North Dunes. The City retained a biologist who has been monitoring the progress of restoration activities. The latest preliminary results for the 2021 monitoring indicate that average percent cover of native species along 18 transects in the dunes is 65% and the average weed cover is 10%. The monitoring also indicated that 39 different native species were recorded in the North Dunes.

c. Urban Forest

Forest Management Plan (2000)

Prepared by: Michael Branson, City Forester, December 2000

Adopted by the City Council: March 2001

The Forest Management Plan establishes a broad set of goals and policies for management of the City's urbanized forest. Some policies of the Forest Management Plan are beneficial to drought and wildfire mitigation, and provide other adaptation benefits:

- Promote undergrounding of utilities where feasible and with minimum detriment to the root systems of trees.
- Monitor tree pest and disease problems and take appropriate measures to minimize their impact.
- Plant native Monterey pine seedlings of different genotypes to maximize resistance to diseases and make these seedlings available to the public.
- Establish and implement a procedure for removal of invasive vegetation.
- Maximize retention of surface water on each site through site design and use of best management practices.
- Where feasible, direct street runoff to open-space areas on public property for percolation into the soil.
- Implement development standards that minimize runoff and the amount of area paved with impervious surfaces.
- Require approval of landscape plans for drought tolerance and trees by the Forestry department on new construction.

Implementation Status: *Initiated.* Requirements for stormwater infiltration, drought tolerance, and trees on private property are in place in the municipal code and are enforced by City staff. The City Forester monitors tree pest and disease problems. Invasive vegetation removal is an on-going task.

d. Opportunities to build on Existing Adaptation Strategies for Natural Resources:

The following opportunities to build on existing adaptation strategies were identified based on technical expert presentations at Committee meetings (Appendix B) and from the review of previous reports:

- Update the Forest Management Plan to (1) address transitioning the urbanized forest to tree species that can withstand the projected temperatures of the second half of the century, and (2) include planting guidelines to improve tree health, (3) incorporate tree species that have greater drought and wildfire resistance, and (4) in addition to drought-tolerant landscaping, include landscaping guidelines that reduce wildfire hazard on private property.
- Encourage stormwater infiltration features as part of street CIP projects to reduce runoff volume and increase groundwater infiltration.
- When designing projects recommended in the Mission Trail Stream Stability Study, size improvements to handle larger storms.
- Earmark CIP funding for design, permitting, and implementation of stream stability study projects. Include strategies in 2021 MJHMP and Integrated Regional Watershed Management Program (IRWMP) for potential regional funding.
- Update the Mission Trail Nature Preserve Master Plan to consider the potential impacts of climate change and to reduce wildfire risk for neighboring private properties. Incorporate Best Practices into an annual maintenance plan, including cost estimates for implementation and revenue sources for implementation.
- Continue maintenance and monitoring at the North Dunes to determine how the changing climate will affect dune habitats.

Community

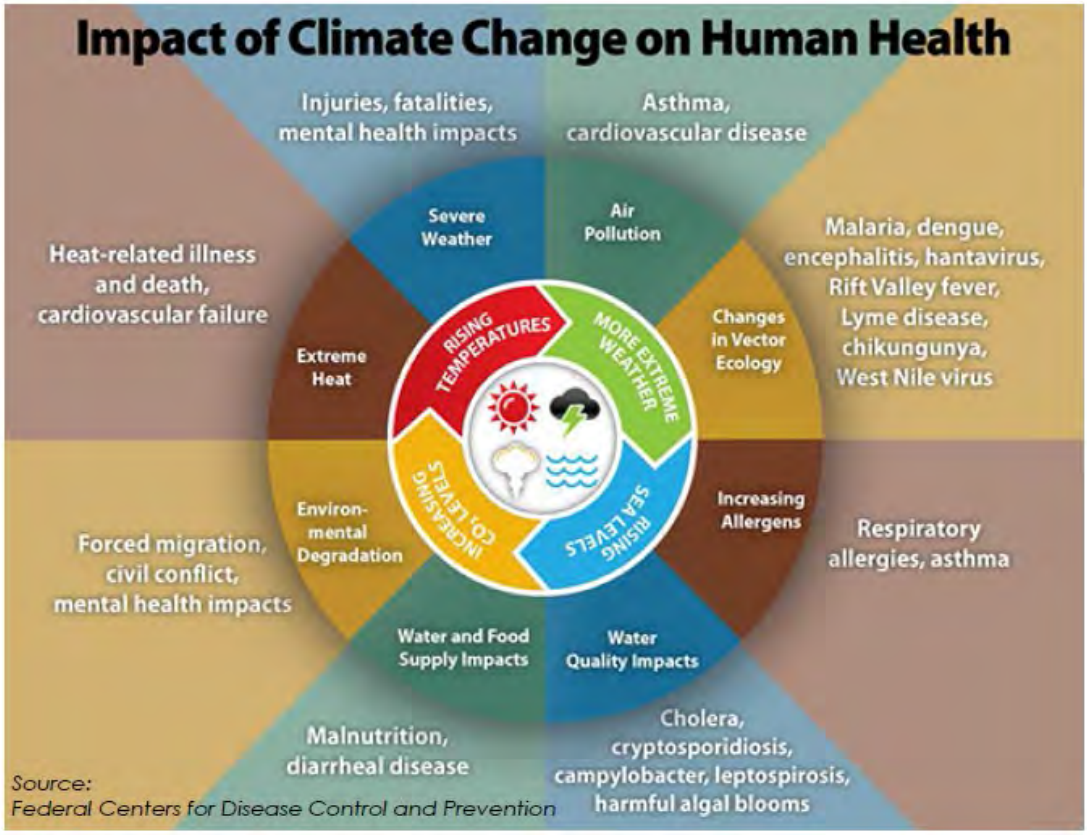
a. Elderly population and people with disabilities

Climate Change and Health Profile Report: Monterey County (2017)

Prepared by: California Department of Public Health, Office of Health Equity

Researchers have examined the pathways in which increased temperatures and hydrologic extremes can impact health and generally recognize three main pathways: direct exposures, indirect exposures, and socio-economic disruption. As shown in Figure 3 below, all Californians are vulnerable to the health impacts of climate change.

Figure 3: Impact of Climate Change on Human Health



Based on medical reviews of individuals who died during heat waves and other extreme weather events, those who are particularly vulnerable to the direct effects of climate change include the very old and very young, individuals who have chronic medical conditions and psychiatric illness, people taking multiple medications, people without means for evacuation (no access to public transit or private cars), people who are socially isolated, medically fragile, and those living in institutions.

A much larger part of the population is vulnerable to intermediate or socioeconomic factors such as preexisting physical and mental health conditions, cultural or physical isolation, occupations involving outdoor or high risk work, a precarious socioeconomic status, or lack of social cohesion and collective

efficacy. Collective efficacy and local community cohesion may be associated with effective action to plan and coordinate responses to climate threats.

The Health Profile Report provides the following useful health statistics for the County of Monterey:

- In 2012, nearly 46% of adults (149,059) reported one or more chronic health conditions including heart disease, diabetes, asthma, severe mental stress or high blood pressure.
- In 2009, approximately 86% of households were estimated to lack air conditioning.
- In 2010, Monterey County had approximately 28,971 outdoor workers whose occupation increased their risk of heat illness.
- In 2005-2010, there was an annual average of 27 heat-related emergency room visits in the County.
- In 2010, approximately 14% (58,314 residents) of the county's population lived in fire hazard zones of moderate to very high severity.

b. Residents and Private Properties

California Green Building Standards (CALGreen) (2019)

CALGreen is California's first green building code and first in the nation state-mandated green building code. It is formally known as the California Green Building Standards Code, Title 24, Part 11, of the California Code of Regulations. The purpose of CALGreen is to improve public health, safety, and general welfare through enhanced design and construction of buildings using concepts which reduce negative impacts and promote those principles which have a positive environmental impact and encourage sustainable construction practices. CALGreen applies to the planning, design, construction, use, and occupancy of every newly-constructed building or structure on a statewide basis unless exempt. Additions and alterations to existing buildings which increase the building's conditioned area, interior volume, or size are also covered by CALGreen.

The latest iteration of CALGreen standards was issued in 2019. CALGreen includes minimum requirements for water and energy efficiency, waste reduction and recycling, use of materials that are less polluting, and better indoor air quality.

Defensible Space Inspection Program

Community wildfire preparedness is supported by Monterey Fire's Defensible Space Inspection Program and coordination with surrounding fire prevention organizations to limit fire and wildfire risk through planning, prevention, and mitigation. CalFire's Fire & Resource Assessment Program (FRAP) and Fire Hazard Severity Zone (FHSZ) maps are available online with information on forest assessment, fire severity zones, and defensible space. Monterey Fire personnel have inspected and graded all Carmel parcels as pass, pending, or fail. Grading criteria are evolving as knowledge on fire spread is developed. Current criteria are based on dry fuel accumulation, spark arrestors, and overhanging tree limbs.

Multi-Jurisdictional Hazard Mitigation Plan (2015)

Prepared by: The Monterey County Hazard Mitigation Planning Team with Professional Planning Assistance from AECOM, June 2015

The Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) provides a framework for regional collaboration on hazard mitigation and resilience. The goals of the plan are: (1) To protect life and property by reducing the potential for future damages and economic losses that result from known hazards; (2) To qualify for additional grant funding, in both the pre-disaster and post-disaster environment; (3) To speed recovery and redevelopment following future disaster events; (4) To sustain and enhance existing governmental coordination throughout Monterey County; and (4) To comply with federal and state requirements for local hazard mitigation plans. The MJHMP is currently in the process of being updated. The following City-specific community outreach projects that would improve community and private property resilience were included in the 2016 MJHMP:

Table 3: MJHMP City Community Resilience Actions

Action No.	Description	Priority	Admin. Dept	Potential Funding	Timeframe	Narrative Update/ Explanation
2	Develop a sustained public outreach program that encourages consistent hazard mitigation content. For example, consider publishing tsunami inundation maps in telephone books, wildland fire defensible space tips with summer water bills, and the safe handling and disposal of hazardous waste and chemicals with garbage bills.	High	City Clerk	General Funds, HMGP, and PDM Grants	0-1 years	The City has installed new tsunami warning signs along shoreline areas and beach access points. The City will be revamping its website in the next few years and can add information on hazard mitigation such as wildland fire prevention actions, evacuation routes, and hazardous waste disposal.
5	Develop and provide funding and/or incentives for defensible space measures (e.g., free chipping day, free collection day for tree limbs).	High	Fire	General Funds, HMGP, and PDM Grants	Ongoing	Due to staff and fund shortages, this item has not been implemented. The City has provided, and will continue to provide, inspection, information, and enforcement of fuel management on private property as appropriate.

General Plan Environmental Safety Element (2009)

Adopted by the City Council: 2009

The Environmental Safety Element focuses on reducing human injury, loss of life, property damage, and the economic and social dislocation caused by natural and human-caused hazards. The policies included in this element are intended to provide a framework to address natural and human induced hazards through prevention and emergency response. This element seeks to guide the continuous development of preventative measures that address existing and potential hazards, while also providing contingent emergency response procedures in the instance of a local or regional emergency.

The following issues were identified as relevant to the City of Carmel-by-the-Sea and are addressed in the Goals, Objectives, and Policies and Supporting Information sections.

- Earthquakes
- Landslides
- Drainage/Flooding
- Tsunami
- Fire
- Disaster Preparedness

The following policies from the safety element relate to storms, wildfire, sea level rise, drought, and increased temperatures:

P8-14 Educate the public regarding seismic, geologic, flood, fire, tsunami, and other potential disasters, by preparing periodic news articles for local media outlets, such as Carmel Pine Cone.

P8-16 Encourage property owners to retrofit older structures with fire detection and/or warning systems.

P8-19 Encourage new development located in or adjacent to fire hazard areas to incorporate fire preventative site design, access, landscaping and building materials, and other fire suppression techniques.

P8-20 Control excessive buildup of flammable vegetative material on vacant lots and within and adjacent to high severity fire hazard zones (such as Mission Trails and Pescadero Canyon), especially following wet springs.

c. Opportunities to build on Existing Community Adaptation Strategies:

The following opportunities to build on existing adaptation strategies were identified based on technical expert presentations at Committee meetings (Appendix B) and from the review of previous reports:

- Update City Planning guidelines to reflect and/or not conflict with current California codes (CBC Chapter 7 & CRC R337) in the Very High Fire Hazard Severity (VHFHS) Zone.
- Incorporate defensible space design in landscaping guidelines.

- Collaborate with Monterey Fire on its inspection and outreach efforts to reduce fire risks. Help spread information at critical times to increase resident awareness and knowledge of how to reduce wildfire risk and prepare for emergencies.
- Evaluate the feasibility of gaining Firewise Community Certification in Carmel-by-the-Sea.
- Consider updating the General Plan's Safety Element policy P8-17 to include "move or remedy existing" utilities in high severity fire hazard zones.
- Review and publicize the evacuation plan for the community in the event of a wildfire or other disaster.

Utilities

a. Water Supply

Integrated Regional Water Management Plan

The Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan (IRWMP) was updated in 2019. Integrated regional water management in California is established as a way to increase regional self-sufficiency by encouraging local water resource managers to take a proactive role in solving water management problems through collaboration with stakeholders to create innovative strategies and effective actions to achieve water management objectives. The Monterey Peninsula Regional Water Management Group (RWMG), the body responsible for the development and implementation of the IRWM Plan, includes 17 local agencies and organizations, including the City. The Monterey Peninsula IRWM Plan region is approximately 350 square miles and includes the coastal cities of Carmel-by-the-Sea, Del Rey Oaks, Monterey, Pacific Grove, Sand City, and Seaside. Also included are the unincorporated portions of Monterey County in Carmel Valley, Pebble Beach, the Carmel Highlands, the Laguna Seca area, and a portion of the Ord Community.

The IRWMP has the following prioritized regional objectives, which support climate change resilience:

- Improve regional water supply reliability through environmentally responsible solutions that promote water and energy conservation. Protect the community from drought and climate change effects with a focus on interagency cooperation and conjunctive use of regional water resources.
- Protect and improve water quality for beneficial uses consistent with regional community interests and the RWQCB Basin Plan through planning and implementation in cooperation with local and state agencies and regional stakeholders.
- Ensure that flood protection strategies are developed and implemented through a collaborative and watershed-wide approach and are designed to consider climate change effects and maximize opportunities for comprehensive management of water resources.
- Ensure that erosion management strategies are developed and implemented through a collaborative and watershed-wide approach and are designed to consider climate change effects.

- Develop watershed scale management strategies, considering climate change effects and maximizing opportunities for comprehensive management of water resources.
- Preserve the environmental health and well-being of the Region's streams, watersheds, and the ocean by taking advantage of opportunities to assess, restore and enhance these natural resources when developing water supply, water quality, and flood protection strategies. Seek opportunities to conserve water and energy, and adapt to the effects of climate change.
- Adapt the region's water management approach to deal with impacts of climate change using science-based approaches, and minimize the regional causal effects related to water resources.
- Identify an appropriate forum for regional communication, cooperation, and education. Develop protocols for encouraging integration and reducing inconsistencies in water management strategies between local, regional, State, and Federal entities.

The IRWMP identified the high priority adaptation strategies included in Table 3 below. Additionally, within the City of Carmel-by-the-Sea, the following three projects were submitted as concept proposals for inclusion in the IRWMP and potential future grant funding:

- **Carmel-by-the-Sea Pilot Wet-Dry Weather Diversion Program:** The goal of this project is to capture and treat runoff to substantially reduce the pollutants that enter the Carmel Bay Area of Special Biological Significance (ASBS). This project proposes to install a diversion facility at the City's 4th Avenue and Ocean Avenue storm drains, which capture most of the residential areas on the north side of the City and the downtown area. These diversion facilities would capture dry weather, first flush and small storm runoff from approximately 170 acres (approximately 50% of the City's watersheds that drain directly to the Pacific Ocean at Carmel Beach). Runoff captured would flow to the sanitary sewer collection system and ultimately to the Carmel Area Wastewater District's Wastewater Treatment Plant where the water would be treated and beneficially reused for irrigation of landscape at the Pebble Beach property.

- **Forest Hill Park Creek Restoration**: The goal of this project is to reduce erosion of the drainage channel that flows through Forest Hill Park on the north side of the City of Carmel-by-the-Sea and provide sediment capture to improve water quality flowing to the Carmel Bay ASBS from the City's largest watershed. The restoration would consist of rerouting and stabilizing the creek channel, which is eroding and impacting tree roots, slopes and nearby pedestrian walkways. Reducing sediment loads that flow into the storm drain system and to Carmel Bay from the City will also reduce heavy metals that bind to sediments such as lead and particulate copper.

- **Park Branch Library-Devendorf Rainwater Capture**: The goals of this project are to harvest and use dry weather flows and storm water from the Park Branch Library site for irrigation of neighboring Devendorf Park. This project also proposes to install permeable pavement at the Park Branch Library to allow storm water to infiltrate into the ground instead of running off in the street. This project could be integrated with the proposed Sixth Avenue / Devendorf Park Plaza.

Table 4: IRWMP High Priority Climate Adaptation Strategies

ADAPTATION RESPONSE STRATEGIES TO THE EFFECTS OF CLIMATE CHANGE		
Climate Change Effects	**Adaptation and Response Strategies**	**Initial Actions**
Rangelands are expected to be drier	Prepare fire reduction strategies to protect watershed lands using ecologically sustainable strategies. Implement adaptation strategies to conserve California's biodiversity.	N/A
Domestic landscaping water needs will be higher	Integrate land use and climate adaptation planning	Education Incentive programs Demonstration programs Grey water Xeriscaping Expand water supplies (purple pipe) and storage Aquifer management
Decrease in local rainfall	Promote community resilience to reduce vulnerabilities: Food sustainability Implement water conservation and supply management efforts Manage watersheds, habitat, and vulnerable species	Education Incentive programs Demonstration programs Grey water Xeriscaping
Sea level rise and higher groundwater extraction will lead to increased rates of seawater intrusion	Prepare a regional sea level rise adaptation strategy Promote working landscapes with ecosystem services Integrate land use and climate adaptation planning	Education Incentive programs Demonstration programs Grey water Xeriscaping Expand water supplies (purple pipe) and storage Aquifer management Expand agriculture water conservation programs

Adaptation Response Strategies To The Effects Of Climate Change		
Climate Change Effects	**Adaptation and Response Strategies**	**Initial Actions**
Droughts will be more frequent and severe	Implement adaptation strategies to conserve California's biodiversity. Educate, empower, and engage citizens regarding risks and adaptation Integrate land use and climate adaptation planning Promote community resilience to reduce vulnerabilities	Human safety response Education Incentive programs Demonstration programs Grey water Xeriscaping Expand water supplies (purple pipe) and storage Aquifer management Expand agriculture and urban water conservation programs
Lower seasonal surface flows can lead to higher pollutant concentrations	Manage watersheds, habitat, and vulnerable species	Minimize non-point source pollution Buffers
Changes in storm intensity will increase sediment loading in many systems	Prepare fire reduction strategies to protect watershed lands using ecologically sustainable strategies	Erosion control on farms and creeks Buffers
Channel stability will be impacted from higher storm flows causing additional turbidity	Provide guidance on protecting critical creek/river ecosystems and development	Erosion control on creeks Wastewater and stormwater infrastructure vulnerability analysis
Sea level rise will impact current estuary brackish water interface towards more marine systems	Implement adaptation strategies to conserve California's biodiversity	Retain freshwater in watershed Habitat migration Buffers Erosion control
Regional levees will provide less protection during higher storm flow events	Support essential data collection and information sharing Manage watersheds, habitat, and vulnerable species Prepare a regional sea level rise adaptation strategy	Refurbish or expand levees or tide gates (upgrade priority infrastructure) Map/inventory infrastructure

Adaptation Response Strategies To The Effects Of Climate Change		
Climate Change Effects	**Adaptation and Response Strategies**	**Initial Actions**
Natural creeks throughout the region and managed conveyance within the Carmel Valley will see higher flow rates leading to increased erosion and flooding	Manage watersheds, habitat, and vulnerable species	Refurbish or expand levees or tide gates(upgrade priority infrastructure) Map/inventory infrastructure
Coastal levees and control structures will be undersized to manage the combined influences of higher flow events and sea level rise	Support essential data collection and information sharing Prepare a regional sea level rise adaptation strategy	Refurbish or expand levees or tide gates(upgrade priority infrastructure) Map/inventory infrastructure/levee locations and WCS, ownership Phase II task 5 activity 3 - ecosystem services - be aware of services available Elevations of levees and sea walls - maybe with PWA-management strategies USGS elevation data
State recommendations suggest no new critical facilities be built within the 200-year flood plain(DWR 2008, DWR 2009b, CNRA2009)	Integrate land use and climate adaptation Planning	Work with Monterey County and cities, Coastal Commission (local jurisdiction)
Migration patterns and species distribution will change	Establish a system of sustainable habitat Reserves	Reduce migration impediments (dams, etc.) Compile data on species distribution Primary focus species - amphibians, waterfowl, salmonids, redwoods, tide water gobies Maintain habitat corridors - contiguous areas Fish and Game - wildlife adaptation plan - vulnerability for key species for each region
Invasive species populations will expand	Habitat/ecosystem monitoring and adaptive management	What are the invasive species and their ranges? Will they expand, be introduced? How are the habitats shifting (awareness)? Ecological adaptation investigation and strategy

Adaptation Response Strategies To The Effects Of Climate Change		
Climate Change Effects	**Adaptation and Response Strategies**	**Initial Actions**
Coastal wetland systems are especially vulnerable to the combined influences of climate change	Establish regional policies to protect critical habitats Provide guidance on protecting critical coastal ecosystems and development	Identify critical habitats and ecosystems Integrate ecosystem management Regulatory mechanisms dedicated to protecting future locations of these areas Inventory of wetlands currently
Some locally unique species such as coastal redwoods and giant kelp are susceptible to changes in certain locally favorable climate variables (fog duration, coastal upwelling)	Manage watersheds, habitat, and vulnerable species	Identify how they will be impacted - What are the changes? USGS study outcome - get a better handle on modeling fog changes in climate change

b. Wastewater

Carmel Area Wastewater District Sea Level Rise Study

CAWD conducted a Sea Level Rise study for their wastewater treatment facility in 2018. According to CAWD's study, the sea level rise projections do not identify new hazards to the WWTP of greater concern than the 100-year flood risks that CAWD has previously planned for. However, increased storm intensities as well as higher sea levels may increase the base flood elevations. According to the study, increased storm intensity, as well as sea level rise, will not detrimentally effect the CAWD WWTP before the year 2062 under the"Extreme Risk Aversion" scenario. The study also identified facility retrofits needed to maintain operations of essential infrastructure. This will allow for 40 years of continued operation in the existing location while evaluating options of future improvements to increase flood resiliency vs. relocating the WWTP. Long term options for the facility seem to be:

- Retreat up Carmel Valley
- Pump to Monterey One Water

c. Opportunities to build on Existing Utilities Adaptation Strategies:

The following opportunities to build on existing adaptation strategies were identified based on technical expert presentations at Committee meetings (Appendix B) and from the review of previous reports:

- Provide information and incentives for residential water use reduction.
- Incorporate the Carmel projects included in the IRWMP into the City's 5-year CIP. Seek potential regional or State funding for projects.

Infrastructure

a. Local Infrastructure

General Plan Environmental Safety Element (2009)

Adopted by the City Council: 2009

The Environmental Safety Element focuses on reducing human injury, loss of life, property damage, and the economic and social dislocation caused by natural and human-made hazards. The following policies from the safety element relate to local utilities and infrastructure resilience to storms, wildfire, sea level rise, drought, and increased temperatures:

P8-7 Ensure that water, gas, and sewage utilities serving critical facilities are in good condition and are engineered to withstand damage from disasters.

P8-17 Avoid and discourage locating public structures and utilities in high severity fire hazard zone.

P8-18 Ensure adequate water supply for fire emergencies.

P8-30 Reduce flooding hazards in areas with flooding potential by improving drainage and minimizing the alteration of natural drainage and natural protective barriers that accommodate or channel floodwaters.

Multi-Jurisdictional Hazard Mitigation Plan (2015)

Prepared by: The Monterey County Hazard Mitigation Planning Team with Professional Planning Assistance from AECOM, June 2015

The following City-specific infrastructure and utility projects were included in the 2016 Multi-Jurisdictional Hazard Mitigation Plan:

Table 5: MJHMP Infrastructure and Utility Resilience Actions

Action No.	Description	Priority	Admin. Dept	Potential Funding	Timeframe	Narrative Update/ Explanation
1	Identify hazard-prone critical facilities and infrastructure and carry out acquisition, relocation, and structural and nonstructural retrofitting measures as necessary.	High	Planning and Building	HMGP and PDM Grants	Ongoing	The City has retained an engineering firm to assist in project management of Public Services Department hazard evaluation. The City will also be retaining an engineering consultant to evaluate the City's revetments and other shoreline protection structures in the next year or two.
4	Continue to conduct current fuel management programs and investigate and apply new and emerging fuel management techniques.	High	Fire	General Funds and PDM Grant	Ongoing	The City has provided for fuel management on City owned lands and will provide that service annually. Staff will explore the use of goats as a new method to do this work to improve the fuel management in steeper terrain areas.
6	Work with the Utility Companies (especially PG&E) to build and strengthen relationships to improve communication regarding emergency situations and develop an emergency response plan that includes all emergency responders and 911 communications.	Priority / Moderate	Public Safety/PD	General Funds	Ongoing	New action for 2014-2019.

b. Storm Drainage System

Storm Drain Master Plan (2020)

Prepared by: Schaaf & Wheeler for the City

The Storm Drain Master Plan was completed in 2020. The master plan identifies current system capacity, condition, and maintenance issues. The master plan also identifies 17 projects to restore the system's ability to handle a 10-year 24-hour storm without localized flooding in various locations in the City. The projects are shown on the map below (Figure 4) and listed, with cost estimates in Table 6. Modeling of a 16% increase in storm intensity that could be associated with Climate Change showed that, with the system upgrades outlined in the plan, most of the system could handle the increased storm intensity, with some localized flooding in Mission Trail Nature Preserve, the northeast part of the City, the 4th Avenue drainage, and the southwest near Santa Lucia Avenue. There is greater risk for flooding for larger storms as the city's drainage system was only designed for 10-year, 24-hour storms.

Figure 4: Map of Storm Drain Master Plan Projects

Table 6: Storm Drain Improvement Projects

Priority	Asset Name	Estimated Cost[1]
High Priority	Mission Street Bypass	$820,000
	Forest Hill Park – Emergency Repair	$130,000
	Santa Rita 1	$220,000
	High Priority Total	**$1,170,000**
Medium Priority	Junipero	$800,000
	Rio Road 1	$2,420,000
	Santa Rita 2	$170,000
	Ocean Ave	$250,000
	Santa Fe	$490,000
	Carpenter	$270,000
	11th and San Antonio	$400,000
	2nd and Monte Verde	$830,000
	Forest Hills Park - Realignment	$700,000
	Medium Priority Total	**$6,330,000**
Low Priority	2nd Avenue	$150,000
	5th and Junipero	$660,000
	Mission Trail Preserve Projects	$940,000
	Camino del Monte	$30,000
	Dolores	$20,000
	Rio Road 2	$140,000
	Lasuen	$460,000
	Low Priority Total	**$2,400,000**
Grand Total		**$9,900,000**

[1]Includes Contingencies (40%). 2020 Construction cost only. Construction cost includes mobilization, traffic control, trench, and surface restoration. Does not include costs associated with permitting, land acquisition, or other unforeseen special circumstances.

Implementation Status: *Initiated*. Staff is seeking funding to design and construct some priority repairs. Implementation included in the City's 5-year Capital Improvement Plan.

c. Shoreline Access and Protection Infrastructure

Shoreline Management Plan (2003)

Prepared by: David Shonman and Greg D'Ambrosio
Accepted by the City Council: September 2003

The Shoreline Management Plan provides an overview of the many resources of the Carmel coastline and management policies for long-term maintenance and enhancement of coastal resources. The Shoreline Management Plan includes information on erosion processes along the shoreline and the City's existing shoreline protection structures. A long-term coastal bluff erosion analysis was conducted by Johnson (1984), who analyzed aerial photographs from 1908 to 1983, and indicated that the coastal bluff was eroding at an average rate of 0.4 feet/year in the north and 0.3 to 0.7 feet/year in the southern portion. Aerial photograph analysis indicated some periods of extreme bluff erosion, including the loss of at least 20 feet of bluff near 13th Avenue and near Martin Way between 1968 and 1970.

Approximately 50% of the City's shoreline protection structures are seawalls. Most of Carmel's seawalls have held up well over the years. One seawall built in 1978 failed, apparently due to poor design. Since 1978, the City has used rock revetments to protect nearly one quarter of its shoreline.

Shoreline Management Plan Policies supporting sea level rise adaptation:

- Pursue scientific studies that document physical processes occurring at Carmel Beach (e.g. sediment transport, sand bar dynamics, influences from the Carmel Bay offshore canyon).
- Limit development along the Carmel shoreline to facilities that support passive and active recreational activities, beach access, bluff protection and protection of infrastructure. Bluff protection and protection of infrastructure shall be permitted only when required to protect existing structures that are in danger from erosion.
- Discourage any further incursion of recreational activities into the North Dunes habitat. Sensitive resources in the North Dunes habitat area shall be protected.
- Protect the fragile dunes and sensitive plants in the Del Mar Dunes and North Dunes against any significant disruption of habitat values.
- Maintain records of sand moved and the volumes needed to cover each revetment. When revetments fail or need to be substantially reconstructed, consider vertical seawalls as an alternative.
- Construct new shoreline armoring in areas previously unprotected only when required to protect existing structures in danger of erosion and when designed to eliminate or mitigate adverse impacts on local shoreline sand supply.
- Obtain and maintain an accurate digitized map of the Carmel shoreline to develop the City's beach management and maintenance policies. Analyze historic beach trends using aerial photo analysis and other available tools. Update topographic information at least every 5 years and analyze shoreline changes to facilitate early identification of erosion hot spots, sand losses/gains, migration of revetments, and other long-term impacts.
- Place a series of permanent surveyed benchmarks inland of the bluffs running the length of Carmel Beach for long-term monitoring.
- Protect public access, Scenic Road, and the aesthetic character of the coast by maintaining existing seawalls and engineered revetments. When any existing seawalls or revetments need to be replaced or substantially reconstructed, review other beach management strategies and

determine the best balance among objectives for access, aesthetics, and protection of coastal resources. Protect the natural character and features of the Del Mar and North Dunes by prohibiting the construction of any new shoreline protective structures unless required to protect existing structures in danger of erosion.

- Sand and bluff profiles shall be surveyed in 2003 and 2005 to establish a baseline. Thereafter, a set of sand profiles shall be taken at five-year intervals, beginning in 2010 to establish an on-going record of shoreline trends on Carmel's beaches and bluffs. For each set of profiles, measurements shall be taken at mid-winter (lowest sand level), at spring (prior to sand redistribution activities), at early summer (after sand redistribution), and in the early fall (before offshore retreat).
- After each 5-year period of monitoring beach sand elevations, review available data to make preliminary determinations on the effects of seawall structures and sand redistribution activities.
- If data indicate that the beach has been losing sand over time, investigate options for beach nourishment using offshore deposits or other sources matching Carmel Beach sand.

Geotechnical Inspection of Carmel Beach Shoreline Improvements (2016) and 2016 Shoreline Assessment Update

Inspections of the City's shoreline infrastructure were conducted in the winters of 2015 and 2016 by Easton Engineers. The inspection noted that the shoreline improvements were in acceptable condition with relatively minor repairs required. The Inspection results included the recommendations shown below in Table 7. Additional recommendations were included in the 2016 Shoreline Assessment Update and are included in Table 8.

Table 7: Recommendations from the Geotechnical Inspection of Carmel Beach Shoreline Improvements (2016)

Location	Recommendation
4th Avenue Outfall	Replacement of the outfall structure should be considered in the next few years, with a focus on how drainage can be appropriately released in a non-erosive manner. Additional recommendations: Prevent public access atop the structure and inspect the outfall structure when the beach is scoured and the structure's base is exposed.
10th Avenue Stairs Retaining Wall and Revetment	Settled portions of revetment should be restacked. Stairs, walls, and and revetments should be inspected when the beach is scoured.
10th Avenue Retaining Wall	Wall footing appears in good condition. Inspect when the beach is scoured.
Revetment south of 11th Avenue Stairs	Downcoast third of the revetment should be monitored. Additional large rip rap should be added to the downcoast third of the revetment and this portion keyed into bedrock and restacked to a more stable configuration.

Unprotected bedrock at 12th Avenue outfall	Inspect location when the beach is scoured so the base of the bluff is exposed. To protect the base of the bluff from undercutting, rip-rap revetment may be extended downcoast to a point just beyond the storm drain outfall.
Cove North of 13th Avenue Point	The wall's footing and repaired areas should be monitored and infilled with concrete as needed to help prevent further undermining. Remaining undercuts should be filled. Where constructed on potentially unstable material, the footing of the retaining wall should be underpinned. Restack fugitive rip-rap.
Retaining wall just north of 13th Avenue Point	Footing is significantly undermined and should be protected from further erosion by restacking the seaward revetment or constructing a deepened footing.
Rip-rap at Santa Lucia Stairs	The blufftop should be monitored for continued signs of erosion. The toe of the revetment should be monitored when the sand is scoured.
Seawalls between Santa Lucia & Martin Way	Wall segment A footing should be protected from further undermining by constructing a deepened footing or a rip-rap revetment across the areas of concern. The undercut, exposed portions of the footing should at a minimum be infilled with structural concrete to prevent further undermining. A deepened footing along the entire A through F wall segments will improve the stability and longevity of the walls. Alternatively, a rip-rap revetment along the base of the walls will help prevent continued undermining.
Martin Way Stairway	A concrete pedestal or piers should be constructed at the base of the stairs to support the stairs.

Table 8: Recommendations from the 2016 Carmel Shoreline Assessment Update

Location	Recommendation
Revetments: Unstable Rip Rap	Carmel's shoreline revetments should be regularly monitored (especially after the end of the storm season); perched riprap should be re-stacked and exposed revetments covered with redistributed sand whenever feasible.
Revetments: Migrated Riprap (12th & 13th Ave. Coves)	The re-stacking of migrated riprap should be conducted the next time conditions allow. This will best be accomplished if conducted during low sand conditions. Such work has been conducted in the past, but usually during periods of significant sand scour, a condition that is often accompanied by strong waves and a narrowing of Carmel Beach. This operation should be conducted with the advice of a qualified geotechnical specialist. It should be planned in advance so that all necessary preliminary steps (including funding, permits, and contracts) can be in-place of ahead of time, increasing the chances that it will be completed before the high sand level returns.
Stairways: general	The extensive list of stairway repairs recommended in the Graebe report (dated March 2, 2015) should be addressed as soon possible.
Shoreline Landscape Barriers (SLBs)	The Shoreline Landscape Barriers should be redesigned during FY 2016/2017, and rebuilt as soon as feasible. Their design should

Location	Recommendation
	conform with Carmel's design traditions, and the new barriers should be able to be maintained, repaired and replaced by staff. The installation and locations of the new SLBs should be coordinated with the re-surfacing of the Pathway and re-vitalization of the Carmel bluff-top landscape. Because people often trampled landscape vegetation to walk over to the SLBs, it has been suggested that new barriers be placed within 12-18" of the Pathway.
Monitoring Program	An effective monitoring program should be developed to be conducted by City staff as they work along the shoreline. This program would take advantage of the skills of staff as well as their familiarity with the Carmel shoreline. If done correctly, it will encourage staff to report conditions that are not necessarily in their direct area of responsibility. Asking staff to be alert for conditions of concern as they work along the shore would serve as a "force multiplier," greatly expanding the City's ability to address conditions at an early, more manageable, stage.
Stairway Closures	To protect the safety of those who use Carmel's shoreline stairways, the City should employ effective methods for closing these access ways when conditions warrant. Such methods should involve physical barriers, clearly worded signage and enforcement. City staff should also focus on re-opening the stairways to public use, once safer conditions return.

Implementation Status: *Partially initiated.* Public Works closes stairways to the public when hazardous conditions exist. Essential repairs to the stairs have been made. A landscape design was created and approved by the Planning Commission that incorporated restoration of the shoreline landscape barriers.

d. Regional Infrastructure

Climate Change Vulnerability Assessment Summary Report: Caltrans District 5 (2019)

Prepared by: Caltrans

Caltrans' District 5 incorporates the Counties of Monterey, Santa Cruz, San Benito, San Luis Obispo, and Santa Barbara. The Summary Report presents information on potential vulnerabilities to the Caltrans District 5 portion of the State Highway System (SHS), including climate stressors and their potential effects on how highways are planned, designed, built, operated, and maintained. Identified vulnerabilities are summarized below:

- Higher temperatures:
    - Higher temperatures could cause expansion that deteriorates bridge joint seals, which could accelerate replacement schedules, and even affect bridge superstructure.
    - Extreme heat could affect employee health and safety, especially for those working long hours outside.

    - High temperatures for extended periods could increase the need for protected transit facilities along roadways.
    - Right-of-way landscaping and vegetation must be able to survive longer periods of high temperatures.
    - Pavement quality will be affected by long-term temperature changes
- Wildfires:
    - Much of the SHS lies within high fire hazard zones.
    - Maintenance issues associated with wildfires for the SHS include: increased erosion and runoff, increased landslide potential, debris blocking culverts and bridges during rain events, destruction of signs and guardrails, damage to culverts and bridges
- Sea Level Rise:
    - SHS impacts from sea level rise are expected to be significant in Monterey County. Significant impacts of combined sea level rise and storm surges to Highway 1 are expected in the low-lying areas between Moss Landing and Castroville, and south of Carmel-by-the-Sea where the highway crosses the mouth of the Carmel River. Additionally, cliff erosion is expected to impact Highway 1 in Big Sur.

Additionally, Caltrans will need to consider the role of the SHS during a disaster when planning for climate change. The SHS is the backbone of most county-level evacuation plans and often provides the only high-capacity evacuation routes from rural communities. State highways also serve as the main access routes for emergency responders, and may serve as a physical line of defense such as a firebreak, an embankment against floodwaters, etc. As climate-related disasters become more frequent and more severe, this aspect of SHS usage will assume a greater importance that should be reflected in highway design.

e. Opportunities to build on Existing Infrastructure Adaptation Strategies:

The following opportunities to build on existing adaptation strategies were identified based on technical expert presentations at Committee meetings (Appendix B) and from the review of previous reports:

- Determine the feasibility of undergrounding power lines in Mission Trail Nature Preserve and in priority transportation corridors in the VHFHZ
- Upsize SDMP improvements, especially when making repairs in the lower reaches of watersheds, to handle larger storms.
- Consider incorporating green infrastructure in street and sidewalk projects to reduce runoff volumes into the City's storm drain system.
- Earmark CIP funding for design, permitting, and implementation of storm drain repairs. Include strategies in 2021 MJHMP for potential regional funding.
- Reinstate beach sand monitoring program described in the Shoreline Management Plan.
- Implement bluff structural monitoring program and do follow-up monitoring post-storm to identify additional footing stability issues.

- Earmark CIP funding for design, permitting, and implementation of repairs. Include strategies in 2021 MJHMP for potential regional funding.
- Reach out to local researchers (e.g. CSUMB) or other sources to conduct Carmel Cove sand supply dynamics analysis.
- Hire a coastal engineer with experience in planning for climate change to conduct:
    - Further assessment of the risks to our coastal assets, including sea walls, revetments, bluffs, stairs and access, public bathrooms, parking areas, drainage infrastructure, and utilities.
    - Determine adaptation measures and LCP policy options.
        - Prioritize adaptations and projects that protect and maintain public resources and beach access, and the viability of the community and tourism.
        - Determine how the options and strategies along the coast are different for the:
            - Mostly natural, unarmored North Dunes area
            - Mostly armored bluffs along Scenic Road south of 8th Avenue
            - Unarmored dunes along private property between 8th Avenue and Del Mar Parking Lot
            - Armored private properties on the bluffs at the north end of the City (Pescadero Canyon area).
        - Evaluate feasibility and phasing, the use of thresholds for when different elements of these strategies are implemented. For example, maintaining armory or other defenses up to a point, but then if a threshold is reached, embracing a new bluff line and different adaptive measure.
- Update Shoreline Management Plan and LCP based on results of coastal engineering analysis.
- The City has an opportunity in 2021 to provide an updated list of projects to include in the MJHMP Update. The City should include a comprehensive list of projects based on its existing plans, as well as identified gaps in this Vulnerability Assessment.

VIII. Vulnerability Scoring Matrix

The vulnerability scoring matrix incorporates the potential threat of a climate hazard with the existence of current policies to mitigate hazards to vulnerable assets and populations. The matrix provides information to identify and prioritize vulnerable assets and populations that have not yet been addressed by City policies or projects.

Color coding:

- Already causing observable impacts or a near-term significant risk
- Mid- to long-range impacts
- Not enough data

YES Some policy/action initiated
NO No policy/action initiated

Priority Assets at Risk	Priority Hazards						
	Stronger Storms	**Wildfires**	**Sea Level Rise**	**More Droughts**	**Increased Temperature**	**Fog changes**	**Ocean Warming**
Natural Assets							
Mission Trail Nature Preserve	YES	YES	X	YES	YES	X	
North Dunes			**NO**	YES	YES	X	
Urban Forest	YES	**NO**		YES	**NO**	X	
Marine Sanctuary	X			X	X	X	X
Carmel Beach	YES		YES			X	X
Community							
Elderly population and people with disabilities	**NO**	**NO**		**NO**	**NO**		
Residents	YES	YES		YES	**NO**		
Visitors	**NO**	**NO**					X
Local Businesses	**NO**	**NO**	**NO**	YES	**NO**		X
Service industry workers	**NO**	**NO**	**NO**		**NO**		
Second homes	YES	YES	**NO**				
Utilities							
Water Supply		YES	YES	YES	YES		
Sanitary Sewer System	X		YES				
Power Grid	**NO**	**NO**			**NO**		
Overhead communication	**NO**	**NO**			X		

Priority Assets at Risk	Priority Hazards						
	Stronger Storms	Wildfires	Sea Level Rise	More Droughts	Increased Temperature	Fog changes	Ocean Warming
PG&E/communication underground lines (gas, cable)		NO	NO				
Regional Infrastructure							
Wastewater Treatment Facility	YES		YES		X		
Transportation Infrastructure (Caltrans)	YES	YES	YES				
Hospital and emergency medical care facilities	X	X			X		
Landfill & Waste Management	YES		X				
Local Infrastructure							
Shoreline Access Infrastructure: Scenic trail, public restrooms, beach stairs, coastal roadways, and parking	YES		YES		X (visitors)	X	
Seawalls and revetments	YES		YES				
Storm drainage system	YES		YES				
Emergency response facilities (Fire station, EOC, PD, PW, City Hall, etc.)	YES	YES			NO		

IX. Conclusion And Next Steps

The Climate Change Vulnerability Assessment provides the basis for the City to develop a Climate Adaptation Plan by identifying existing hazards, assets and communities at risk, as well as actions that have already been taken that enhance climate change resilience. The Climate Committee should utilize the Vulnerability Scoring Matrix and the list of opportunities to build on existing strategies as a starting point to identify and prioritize potential climate change adaptation strategies.

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APPENDIX A

APPENDIX A - Historical Hazards

Data sources for historical hazards include: Monterey County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), the National Oceanic and Atmospheric Administration (NOAA) Storm Events Database, and historic records at the Carmel Library

Disaster Type (Storm, drought, wildfire, heat event)	**Date**	**Location**	**Local Impact**
Storm	Winter of 1982/83	Monterey Peninsula	El Niño winter. During this period, severe winter storms struck Carmel every 10 days. More sand was removed from the beach than at any previous time in the memory of long-term residents or documented history. Additionally, heavy rains overwhelmed the City's storm drain system. Uncontrolled stormwater flows washed away portions of the City's coastal bluffs and undermined beach access stairways. Between 1983 and 1988, the entire Scenic Road storm drain system was rebuilt with larger drain pipes and catch basins, and moving outfalls to less erosive locations. Johnson (1984) recorded several areas of significant erosion during the 1982/83 winter: - Loss of 20 feet of bluff north of 8th Avenue, - Loss of 25 feet of bluff between 10th and 11th Avenues, - Loss of 30 feet of bluff between 8th and 9th Avenues, - Loss of 30 feet of bluff near Santa Lucia Avenue, - Loss of 40 feet of bluff between 9th and 10th Avenues.
Wildfire	July 1987	Pebble Beach/Carmel	The fire that rushed up a canyon and destroyed 32 homes in Pebble Beach on May 31 was fueled by acres of dead underbrush and thick stands of trees, according to a forester who toured the area Thursday . Bill Ruskin, a vegetative management coordinator with the California Department of Forestry and Fire Protection in Felton, said after the tour: "It was a situation that was waiting to happen." Ruskin described the devastated residential area as one located in a "perilous" position, on top of a box canyon containing an "incredible number of stems per acre — about 200 to 300 per acre." Fanned by strong winds and funneled by steep terrain, the fire raced up the canyon as it burned dense underbrush and released gases that ignited above the tree crowns, creating a "crown fire" effect, Ruskin said. Ruskin collected fuel data in Del Monte Forest to simulate the path of the fire in a computer model. He said results would not be available until later this summer. "It may or may not verify whether the response should have been different," Ruskin said. In the computer model, Ruskin said, he will be able to use fuel data, topography and weather conditions to determine ways to manage the forest and devise ways to fight further fires in the area. As for the disastrous Sunday afternoon when heat from an illegal campfire ignited pine needles and set off the tragic chain of events,

			leaving 49 people homeless, Ruskin said the heat was so intense from the fire that houses began burning just from the radiated heat instead of flames. "The point is that you had so much heat going up that canyon," said Ruskin, 36, who has been a forester with CDF for five years and received a forestry management degree from the University of California at Berkeley. The point of origin of the fire has been determined as being on forested property owned by Pebble Beach Co. and adjacent to the Morse Botanical Reserve. Notified of Results The property was surveyed Tuesday by Pebble Beach Co., which notified the Del Monte Forest Foundation, owner of the botanical reserve, of the results in a letter this week. Ruskin said that dead materials, including fallen limbs and pine needles, burned the thickly packed Monterey pine trees and sent gases above the ground smoke to be fanned by oxygen and winds. The intense gaseous fire created "radiated and convected" heat that spared few of the homes." Only the houses made of stucco and not having wood on the outside and one with double-pane windows were able to withstand the heat," Ruskin said. "It was not a crown fire in those trees," Ruskin said. "... Flames shooting up and over the trees could very well have been gases going up to meet oxygen in the wind. That's where they were being ignited." In the wake of the fire, Ruskin said, the bad news is that many of the trees in the 160-acre swath cut by the four-day blaze did not survive. However, he said, seeds released by exploding pine cones will regenerate the forest. Alternative Vegetation Ruskin said that as equipment is used to clear trees and brush, now is a good time to consider alternative vegetation — coastal and coyote brush — that would stay succulent throughout a fire season and be less likely to add fuel to a fire. Ruskin added that selective hand-cutting of trees could also be done in forest management. Controlled burns, Ruskin said, can be effective but "it may not be aesthetically desirable from what we learned at Point Lobos." Foresters learned that a controlled burn last October at Point Lobos led to "an unexpectedly high amount of tree mortality." "The Monterey pine is a shallow-rooted tree," Ruskin said. "Even in a controlled burn, you are killing a lot of roots." In addition, Ruskin said, the controlled burn at Point Lobos created "burning pitch pockets," which also weaken trees. "I'm not sure that a prescribed burn is an acceptable management alternative," Ruskin said. Ruskin observed after the tour that the fire appeared to have fed on pine trees 60 to 80 years old and "petered out" in younger trees. Mission Trail Park Ruskin also toured Camel's Mission Trail Park to assess the amount of fuel there that could lead to fire. Ruskin recommended to Gary Kelly, Carmel city forester, that some clearing of brush and fallen trees should take place and that a "pre-suppression plan" should be devised for the park area. Ruskin said that "fire-retardant vegetation" should be planted at the park rather than pine trees. Ruskin said the Mission Trail Park area did not have as much stored fuels as the Pebble Beach area. "He didn't seem to find any major concerns other than cleanup and a pre-fire plan," Kelly said. Ruskin was invited to tour the area by Kelly and Roy Perkins, CDF district fire chief.

Heat Event	April 1988	Monterey Region	Hot temperatures Sunday in the mid-80s in Monterey and into the low-90s in Carmel Valley set weather records for April 10. Monterey's high temperature of 86 degrees at 2 p.m. topped the record of 80 degrees in 1968 for the date, according to Robert J. Renard, observer in Monterey for the National Weather Service. It also marked only the seventh time in 37 years of recordkeeping that the temperature reached 86 or higher during a day in April, he said. There has never been an 86-degree reading recorded in Monterey for January, February and March, he said, and Sunday's high temperature was the third earliest recording of an 86 or higher in a calendar year. Twice in previous years on April 2, the temperature climbed to 86 or above, with 88 and 87, respectively. Sunday's low temperature in Monterey also was a record. The 57 degrees was the highest minimum not only for April 10 but also for this early in the calendar year, Renard said. Meanwhile, in Carmel Valley, where temperatures on hot days are typically up to 10 degrees warmer than Monterey, the high temperature got up to 93 after an early morning low of 51, according to Graham Matthews, who keeps weather records for Carmel Valley. The 93 reading, which set a record for the date, topped the previous mark of 85 degrees set in 1968, Matthews said. Source: Monterey Herald, April 1988
Storm	January 1995	Monterey Region	In January 1995, sustained precipitation fell throughout the region and over 125 residential properties in the Carmel Valley sustained damage. Two months later, Monterey County experienced a second significant winter storm, which resulted in further sustained precipitation falling on already saturated watersheds. Devastating flooding occurred throughout Monterey County, particularly in the unincorporated communities of Castroville, Mission Fields, Carmel Valley, Cachagua, Carmel Highlands, Spreckels, and Big Sur. Over 1,500 residences and 100 businesses were damaged.
Storm	January 10, 1995	Carmel Area	A Monterey County Sheriffs deputy evacuates two elderly residents from their flooded Mission Fields neighborhood home in Carmel on January 10,1995. According to a new study, extreme weather swings — a historic drought followed by drenching winter storms that cause flooding — will become the norm over coming generations. Source: Monterey Herald, April 2, 2018
Wildfire	Oct – Nov 1996	Northern Big Sur	This fire known as the Big Sur fire began Oct 18 near Ventana Camp Park. Much of the fire occurred in the Ventana wilderness area. 2500 Fire fighter participated. 4400 acres were burned. Light rain helped control fire. The cost of fighting the fire is estimated 12.3 million. 180 fire engines were used. 13 helicopters and 3 air tankers were used.
Storm	December 21, 1996	Monterey Peninsula	2.96" of rain in 11 hours at Monterey, Seaside had 2.5"and Marina had 2.12". Streets and intersections were flooded in Monterey, Del Rey Oaks, Pacific Grove, Carmel Highlands, and Carmel. HWY 101 N of Salinas was flooded.

Wildfire	September 1999	Carmel Valley	A surface low off the CA Coast brought tropical moisture and mild instability over the coastal CA are and lightning continued through the night over the entire Central Coast and San Francisco Bay area. Kirk Complex (consisted of Tassajara, Five, Big Pine, Elephant, Lone Pine, Freed, 7, Torre, Devil, Kirk and Hare Fires) Complex was divided into the North and South Components). Cause: Lightning strikes Location: In the Ventana Wilderness approximately 20 miles Southeast of Carmel, CA. Monterey Co. Size: 85,634 acres (as of 10/19/99) Containment: October Fatalities: none Structures Lost: none Cost: $66.9 million (as of 10/19/99)
Storm	January 2008	Monterey Peninsula	Strong coastal storm brought flooding rains, high winds, record high surf and coastal flooding to Monterey County and resulted in nearly $1 million in property damages. Approximately 30 homes in the Carmel Lagoon area were affected by some degree of flooding.
Wildfire	December 2013	Northern Big Sur	The Pfeiffer Fire started on December 17th 2013 around midnight in the vicinity of Pfeiffer Ridge in the Monterey Ranger District of Los Padres National Forest. The fire burned 917 acres. Thirty four (34) residence and 4 outbuildings were damaged/destroyed. The fire was declared contained on December 20 2013 at 6:00 p.m.
Storm	January 8, 2017	Monterey Peninsula	Potent atmospheric river bringing heavy rain, strong southerly winds, and storm surge issues. This AR is following a normal to slightly above normal 3 month period, meaning the grounds were saturated. Three to four feet of standing water at Casa Verde Road and SR 1N.
Storm	February 9, 2017	Monterey Peninsula	A cold front passed over the area Thursday Feb 9. There were strong winds ahead of the front and heavy rains associated with the frontal passage that produced roadway flooding and debris flows.
Storm	February 20, 2017	Monterey Peninsula	Potent AR brought copious amounts of rain to the region causing widespread flooding, debris flow, accidents, and over topping of reservoir spillways. Roadway flooding on Quail Meadows Dr in Carmel Valley. Large section of roadway flooded, vehicles sliding.
Lightning / Wildfire	September 11, 2017	Central Coast/Monterey County	A disturbance rotating around an upper level low west of San Diego brought thunderstorm activity to the Bay Area on September 11. Widespread reports of lightning were received along with a few small hail reports and strong wind gusts. It has been reported that there were over 40,000 lightning strikes across the Central Coast of California during this event. Several brush fires were also ignited due to lightning strikes.

			Various lightning strikes sparked 15 fires in Monterey County that were contained on the same day http://www.mercurynews.com/2017/09/13/crews-contain-15-fires-started-by-lightning-in-monterey-county/. Timing has been estimated.
Storm	November 29, 2018	Monterey Peninsula	A mid/upper level low moved through the region at the end of November. A cool unstable air mass allowed for the development of scattered thunderstorms across the region that produced lightning and small hail. An associated surface low approached the coast during this time causing high surf and gusty winds. Some locations saw wave heights above 25 feet. This system caused roadway flooding, minor debris flows, and downed trees along with damage from gusty winds. Flooding at Hwy1 and Hwy 68.
Storm	January 2019	Carmel/Monterey Peninsula	After a strong cold front brought severe weather to the Central Coast on Wednesday night, the cleanup process began Thursday. Pacific Gas & Electric Co. crews worked to restore power after more than 10,000 Monterey Peninsula customers lost power due to the storm. Power was restored to about half of those without power by early afternoon Thursday and spokeswoman Mayra Tostado said PG&E was aiming to restore power by the evening to customers without any access issues caused by mudslides, flooding or blocked roads…. According to Carmel City Administrator Chip Rerig, a significant trunk line transformer just outside the city blew up, causing a citywide power outage. In Carmel, 12 streets were closed due to trees that fell on electrified wires. City crews began cleaning up the streets after PG&E removed trees touching or adjacent to live wires. "The storm last night hit us hard," Rerig wrote in a post to Carmel's website. "Fortunately there have been no reported injuries to residents, guests, staff, or contractors." The city opened the Carmel Youth Center as a warming center, welcoming residents to stop by and charge their mobile devices and get a cup of coffee or water. Speaking by phone Thursday afternoon, Rerig said city staff worked with PG&E to open up many of the streets that had been closed and explained the city came together overnight into Thursday to respond to the storm damage. "We really had a great concerted effort last night with our police department, our public works, who are fantastic, Monterey Fire (Department), which is our contracted fire services, responded to 1 think 32 calls, we had a series of volunteers, our Community Emergency Response Team and a litany of other staff members," he said. People from Senior Helping Seniors checked in on some of the city's elderly population to make sure they were OK during the outage. The Carmel Unified School District canceled classes and activities at all of its schools for Thursday due to the road closures and power outages but planned on opening its schools Friday. Source: Monterey Herald, Jan 18, 2019
Storm	February 4, 2019	Monterey Peninsula	A mid/upper low with a very cold air mass moved through in early February bringing snow to lower elevation peaks across the region prompting a rare Winter Weather Advisory. Junipero Serra Peak received around a foot of snow. Rainfall just ahead of this

			system also brought roadway flooding and minor debris flows. Carmel River flooding near Mid Valley. SR 1 at Rio Rod culvert is flooding, water going over the roadway.
Storm	November 30, 2019	Carmel	A low pressure system moving in from the Gulf of Alaska and drawing in moisture from the tropics combined to bring the first atmospheric river event of the winter season to the Greater Bay Area. This system brought widespread heavy rainfall, roadway flooding, and strong winds to the region. Rare Storm Warnings were issued over the coastal waters where buoys reported wind gusts in excess of 50 mph. Bay Area peaks recorded wind gusts between 60 to 70 mph with gusts along the Monterey Peninsula and Big Sur Coast at 50 to 60 mph. These winds caused downed trees and power outages across the area. Street at 3438 Martin Rd in Carmel, CA is flooding along with potential flooding at residence as water is being diverted down reporting party's driveway.
Storm	December 3, 2019	Carmel	A low pressure system moving in from the Gulf of Alaska and drawing in moisture from the tropics combined to bring the first atmospheric river event of the winter season to the Greater Bay Area. This system brought widespread heavy rainfall, roadway flooding, and strong winds to the region. Rare Storm Warnings were issued over the coastal waters where buoys reported wind gusts in excess of 50 mph. Bay Area peaks recorded wind gusts between 60 to 70 mph with gusts along the Monterey Peninsula and Big Sur Coast at 50 to 60 mph. These winds caused downed trees and power outages across the area. Carmel River Lagoon rose significantly overnight after 3 to 5 inches of rain fell over the Carmel River Basin. The Monterey OES phoned to say Public Works tried to breach the Lagoon and was unable to do so in time so the surrounding area had to be evacuated due to flooding. Minor Street flooding was observed along 15th, 16th, 17th Ave as well as Carmelo St and Scenic Rd. The unofficial flood stage of the Carmel River Lagoon is 10 ft. The gauge exceeded 10 ft during this time period before the Lagoon was breached and the water level fell dramatically just after 1 am.
Wildfire	August - September 2020	Central Coast, Carmel Valley	A prolonged and oppressive heat wave swept the Central Coast and Bay Area for almost a week from August 14th to August 19th with widespread record breaking temperatures observed across the region. This was caused by a strong high pressure system over the Desert Southwest that expanded westward into California. This dome of heat brought hot temperatures to the area for several days. Multiple days of triple digit afternoon highs were recorded inland with some coastal locations even reaching the mid-90s. Several days of hot and dry weather further dried fuels over the area increasing fire danger. During this event, a surge of monsoonal and tropical moisture from a former Tropical Storm advected northward with sufficient instability to generate multiple high based and dry thunderstorms that produced several thousand lightning strikes over the Greater Bay Area. Many locations saw wind gusts of 40-50 mph with isolated areas seeing gusts of 60-75 mph. This prompted the San Francisco Bay Area forecast office to issue a rare severe thunderstorm warning. These lightning strikes in combination with gusty and erratic outflow winds sparked hundreds of wildfires across the state of California. Several smaller

			fires combined to form complexes some of which are now among the largest wildfires in state history. Most of which were still actively burning at the end of August. Hundreds of thousands of acres have been burned with several hundred structures destroyed as well as a handful of deaths and injuries. Tens of thousands of residents were also forced to evacuate. Additionally, all of these wildfires burning simultaneously across the state gave the Bay Area the worst air quality in the world at one point. Lightning sparked the River Fire in Monterey County on the afternoon of the 16th. Several evacuation orders were issued throughout the month and four people including fire personnel and civilians were injured. Both the River and Carmel Fires caused smoke and ash to rain down on surrounding cities. The River Fire continued to burn through early September. A total of 48,088 acres burned with 30 structures destroyed, 13 damaged, and 4 injuries https://www.fire.ca.gov/incidents/2020/8/16/river-fire/.

Figure E-11. Historic Wildland Fires

Monterey County, California
Multi-Jurisdictional Hazard Mitigation Plan

URS

Carmel-by-the-Sea | Marina | Pacific Grove | Seaside
Del Rey Oaks | Monterey | Sand City

Monterey Bay

Pacific Ocean

Santa Cruz County | Santa Clara County | San Benito County | San Luis Obispo County | Fresno County | Kings County

Pajaro | Las Lomas | Aromas | Moss Landing | Elkhorn | Prunedale | Castroville | Boronda | Salinas | Spreckels | Chualar | Gonzales | Soledad | Greenfield | King City | San Lucas | San Ardo | Bradley

Pacific Grove | Marina | Sand City | Monterey | Seaside | Del Rey Oaks | Carmel-by-the-Sea | Del Monte Forest (Pebble Beach) | Carmel Valley Village

Los Padres National Forest | Hunter Liggett Military Reservation | Camp Roberts Mil. Res. | Lake San Antonio

Attachment 2

N | W | E | S

339.07 degree rotation for all views

County Map Scale

1 inch equals 4 miles

0 1 2 4 6 8

Miles

City Inset Map Scale

1 inch equals 1.5 miles

0 0.75 1.5 2.25 3

Miles

Legend

- Census Designated Place

Jurisdictional Boundaries
- County Boundary
- City Limits, Monterey County
- National Forest
- Military Reservation

Circulation
- US Highway
- State Highway
- County Highway
- Major Roads
- Local Roads *(City Insets Only)*
- Active Railroad (Union Pacific)

Hydrology (Perennial and Intermittent)
- Lake or Pond
- River, Creek or Tributary
- Artifical Path, Canal/Ditch or Connector

Basemap
Hillshades created from USGS 1" (county-wide) and 1/3" (city insets) National Elevation Dataset.

- Fire Perimeters (1911 - 2005)

Fire Occurrence 1986 - 1996
Total Acres Burned
- 1 - 30
- 31 - 300
- 301 - 1000
- 1001 - 3000
- 3001 - 8850

Data Sources: County of Monterey - GIS Department, URS Corporation, US Geological Survey (USGS), US Census Bureau, University of California Santa Barbara (UCSB), HAZUS-MH MR2, Fire Sciences Laboratory - Rocky Mountain Research Station, Fire and Resource Assessment Program - California Department of Forestry and Fire Protection (CDF-FRAP)

Monterey Bay | City of Seaside Not Considered in Plan | Marina Municipal Airport | Monterey Peninsula Airport

Gonzales | Salinas | Soledad | King City | Greenfield

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APPENDIX B

CITY OF CARMEL-BY-THE-SEA

Hazard and Asset Summary Sheet for Wastewater Treatment Facility and Associated Underground Infrastructure

September 17, 2020

TO:	Climate Committee Members
SUBMITTED BY:	Jeff Baron, Councilmember

SUMMARY

Asset: Wastewater treatment facility and associated underground infrastructure (CAWD)
Hazards: Sea level rise, Stronger Storms, More variable rainfall
Version: 2

General Comments and Outlook: The Carmel Area Wastewater District treatment facility (and underground infrastructure) will be under increasing environmental pressure as sea level rises and storms (and hence rainfall drainage down the Carmel River watershed) increase in intensity. CAWD's prediction is that the facility will need to be relocated by 2062, which is approximately 40 years in the future. The long term options for the facility seem to be

1. Retreat up the valley
2. Pump to Monterey One Water

Identified Issues:

- Both long term projects are said to be expensive, in the neighborhood of $100,000,000.
- It will take a significant amount of time to make the decision as to which path to take.
- The value (cost) of the current facility (which may have to be abandoned) is approximately $200,000,000
- The lagoon situation will become increasingly precarious as time passes.

Outstanding Issues:

- Do not understand (yet) an overrun scenario if the move is not completed in time. What are the consequences and/or costs if the plant is flooded during an extreme weather event?
- Of lesser visibility but still important are possible mitigation measures required for the CAWD underground and pumping infrastructures, particularly along the coastline.

Possible Committee Comments or Actions for Final Report

- The committee could/should recommend that the Carmel City Council pass a resolution on this topic, ensuring that the city monitors the transition towards a relocated plant, and perhaps has formal, written input into this process. The resolution might:
    - Document the asset and the various hazards
    - Assign staff/council personnel as liaisons to CAWD, with an eye towards resolution of this asset's vulnerability
    - Urge CAWD to take specific actions

REFERENCES

Attachment 2

- The CAWD Sea Level Rise Study can found at https://www.cawd.org/2018-sea-level-rise-study
- The CAWD presentation to the Committee: https://ci.carmel.ca.us/sites/main/files/file-attachments/ccc_presentation_v3.pptx?1600365293
- Recording of the September 17, 2020 Meeting at which CAWD presented: https://drive.google.com/file/d/1PZK0tP8b2jB_XoTtBJLPcXmLVEl9kY1Z/view

HISTORY

- Version 1 presented at Committee meeting on 10/15/2020
- Version 2 presented at Committee meeting on 11/19/2020.

CITY OF CARMEL-BY-THE-SEA

Hazard and Asset Summary Sheet for the Urban Forest

October 15, 2020

TO:	Climate Committee Members
SUBMITTED BY:	Scott Lonergan, Committee Member

SUMMARY

Asset: Urban Forest
Hazards: Stronger Storms & Wind, More Variable Rainfall, Increased Temperature, Wildfires
Version: 1

General Comments and Outlook:

- Carmel-by-the-Sea's upper canopy trees impart a distinctive ambiance and identify to the City, and provide several climate adaptation benefits including reducing urban heat island effect, capturing stormwater runoff, improved air quality, and sequestering carbon
- Increased transpiration and water demand, coupled with less consistent water availability as a result of fewer, larger storms, and reduced fog, is increasing tree stress
- Tree species selection and density is a 50 to 100-year decision with implications for 1) tree resilience and ecology, 2) aesthetics, and 3) safety and maintenance cost

Identified Issues:

- Our urban forest lacks age and species diversity and is currently showing signs of stress.

Remaining Issues to be Understood:

- Urban forest consideration as part of Action Plan e.g. carbon capture, walkability and desirability of the environment

Possible actions to be recommended in the committee's Final Report

- Update the CBTS Forest Management Plan, including a public process to determine tree canopy species and density objectives, and a process for ongoing monitoring and plan review.

REFERENCES

- CBTS Forest Management Plan: https://ci.carmel.ca.us/sites/main/files/file-attachments/forest_management_plan_0.pdf?1510272614
- Sara Davis, City Forester 15-Oct-2020 Climate Change Committee presentation video: https://carmel.novusagenda.com/agendapublic/VODPreview.aspx?meetingVideoID=898ec714-3a25-42a8-ae8f-2441cf4c1440&index=329
- Canopy.org including the 16-Jul-2020 Resilient Trees for a New Climate webinar, including presentations from Igor Lacan, and Dave Muffly: https://canopy.org/more-trees-please/

History

- Version 1 presented at committee meeting on 11/19/2020
- Sent for comments to Sara Davis (City Forester) on 11/10/2020

CITY OF CARMEL-BY-THE-SEA

Hazard and Asset Summary Sheet – Community Wildfire Preparedness

October 15, 2020

TO:	Climate Committee Members
SUBMITTED BY:	John Hill, Committee Member

SUMMARY

Asset: Public and Private Property, Public Safety
Hazards: Local Fires and Wildfire damage due to accumulated dry fuel & increasing wind and weather events.
Version: 1

General Comments and Outlook: The severity of fires and wildfires in California continues to increase in intensity and occurrence. California had low intensity fires until the logging of old growth forests, the introduction of grazing and invasive grasses, indigenous burning was replaced by fire suppression, and urban sprawl invaded the wildland areas. Community wildfire preparedness is supported by Monterey Fire's Defensible Space Inspection Program and coordination with surrounding fire prevention organizations to limit fire and wildfire risk through planning, prevention, and mitigation. Monterey Fire and the Carmel Public Works Department have working relationships with the Pebble Beach Services District for fire mitigation in Pescadero Canyon, and partner with the Friends of Mission Trail Nature Preserve for fuel reduction in Mission Trail Nature Preserve. CalFire's Fire & Resource Assessment Program (FRAP) and Fire Hazard Severity Zone (FHSZ) maps are available on line with information on forest assessment, fire severity zones, and defensible space. Monterey Fire personnel have inspected and graded all Carmel parcels as pass, pending, or fail. Grading criteria is evolving as knowledge on fire spread is developed. Current criteria is based on dry fuel accumulation, spark arrestors, overhanging tree limbs, etc.

Identified Issues:

- Some northern and eastern areas within City limits are within the Very High Fire Hazard Severity and Wildland Urban Interface (WUI) Zones.
- Some areas within the City limits and adjacent communities have accumulated fuel levels as well as overhead infrastructure (i.e. Mission Trail Park) that present fire and wildfire risks.
- An integrated approach to fire resilience in the landscape along with hardening structures against fire are ways to mitigate fire impact on lives and property.
- Fire resiliency can be controlled by creating defensible space with Fire Defense Zones around structures, an ignition zone (5 feet), a defense zone (30 feet) and reduced fuel zone (100 feat)
- Fuel is affected by the height and placement of plants & their chemical content. Pine forests and Oak woodlands are resilient but dead material and limbed branches in the understory must be maintained.
- Fire retardant plants, trees, and ground covers can absorb heat and fire without burning, trap embers, reduce wind speed, and slow the travel of a fire.
- 9 out of 10 structures lost are due to low intensity ground fire and embers in the 5-foot zone around them. Combustible materials such as decks, wood chips, and plant material should not be located within 5 feet of nor attached to the structure.

- Vents and windows are the most vulnerable areas in a house, gaps in vent screening should be no more than 1/8" maximum and plants should not be located near or below windows.
- The City's Building Department has adopted the California Building Code requirements in the Very High Fire Hazard Zone but the City's planning guidelines currently do not address them or may be in conflict with them.

Possible actions to be recommended in the committee's Final Report

- Carmel City Council consider fire hazard severity and evacuation plans in the safety elements of the General Plan and monitor the level of fire hazards within and surrounding the community. Resolutions and/or Ordinances could include:
    - Documenting the various existing hazards.
    - Assigning staff/council personnel as liaisons to CalFire (Cypress Fire District), and adjacent communities which could threaten Carmel in a wildfire.
    - Assist Monterey Fire in its current efforts in inspecting and identifying fire risks.
    - City Forester consider fire retardant trees and plants in City controlled areas and for tree replacement requirements for private property.
    - Update City Planning guidelines to reflect or not conflict with current California codes (CBC Chapter 7 & CRC R337) in the Very High Fire Hazard Severity (VHFHS) Zone.

REFERENCES

- Fire and Resource Assessment Program (FRAP) ResilientCA.org
- Monterey Fire Defensible Space Inspection Program mry.maps.arcgis.com , monterey.org/fire
- CalFire Defensible Space/Home Hardening readyforwildfire.org
- CalFire Fire Severity Zone Viewer gis.data.ca.gov
- Wildland Urban Interface (WUI) frap.fire.ca.gov
- Every Building's Wildfire Risk in Monterey County defensibleapp.com
- The A.I.A. Designing for Fire Presentation http://youtu.be/MWslhXidZnc

History

- Version 2 presented at committee meeting on 12/17/2020

CITY OF CARMEL-BY-THE-SEA

Hazard and Asset Summary Sheet for the Multi-Jurisdictional Hazard Mitigation Plan

November 19, 2020

TO:	Climate Committee Members
SUBMITTED BY:	Agnes Martelet, Environmental Compliance Manager

SUMMARY

Asset: multiple
Hazards: multiple
Version: 1

General Comments and Outlook:

- The Multi-jurisdictional Hazard Mitigation Plan (HMP) was presented by Kelsey Scanlon of the Monterey County Office of Emergency Services. The HMP establishes a broad local vision and guiding principles for reducing hazard risk, and proposes specific mitigation actions to reduce identified vulnerabilities. The plan is due for renewal in 2021.

- This plan helps local jurisdictions comply with the climate change planning requirements of SB 379, and also allows them to be eligible for pre- and post-disaster mitigation project grant funding from the Federal Emergency Management Agency (FEMA).

- Objectives of the HMP include:
    - Protect life and property
    - Minimize economic losses
    - Enhance community resilience
    - Reduce burden on local government and taxpayers
    - Break the cycle of repetitive disaster damages
    - Speed disaster recovery
    - Integrate hazard mitigation planning with other local planning and decision-making

- The HMP addresses the impacts of Climate Change and shares many objectives with Climate Adaptation Plans. Identified hazards that will be exacerbated by Climate Change in Monterey County include: wildfires, flooding, coastal erosion, landslides and debris flows, extreme heat and drought, human health hazards, and mass migration.

Identified Issues / To-do:

- Each of the 12 cities in the County will provide mitigation strategies and projects to include into the HMP. By including projects into the HMP, jurisdictions may be eligible for FEMA grant funding.

Possible Committee Actions

- The Committee could provide feedback and recommendations for hazard mitigation projects to include in the HMP. The Monterey County Office of Emergency Services anticipates soliciting comments and projects in the Spring of 2021.

REFERENCES

- Monterey County Hazard Mitigation webpage: http://www.co.monterey.ca.us/government/departments-a-h/administrative-office/office-of-emergency-services/hazard-mitigation

History

- Version 1 presented at committee meeting on 12/17/2020

CITY OF CARMEL-BY-THE-SEA

Hazard and Asset Summary Sheet – Storm Drain Master Plan

December 17, 2020

TO:	Climate Committee Members
SUBMITTED BY:	Agnes Martelet, Environmental Compliance Manager

SUMMARY

Asset: Public and Private Property, Public Safety
Hazards: Flooding due to stronger storms
Version: 1

General Comments and Outlook: The Director of Public Works presented the City's first Storm Drain Master Plan (SDMP), which was completed in 2020. The plan includes an evaluation of the physical condition of the existing storm drain system, a hydrologic and hydraulic analysis, and a prioritization of improvements to fix deficiencies and capacity issues. With the proposed improvements outlined in the SDMP at an estimated cost of $9.9 million, the drainage system could handle a 10-year storm (3 inches in 24 hours) without flooding.

Identified Issues:

- The City's storm drain system was built to handle only a 10-year storm; it was less costly to construct over the years but incurs the potential for more frequent flooding due to reduced capacity. Most agencies have storm drainage systems that accommodate 20-year storms.

- Repairs are needed for the system to currently be able to handle a 10-year storm.

- Climate change may cause storm intensities to increase by 12 to 20%. Models indicate that, with larger storms, some flooding may occur in the northeast part of the City, the southwest corner near Santa Lucia, and in Mission Trail Nature Preserve, even with improvements.

Possible actions to be recommended in the committee's Final Report

- Funding of the SDMP projects as part of the City's CIP and including them in the Multi-jurisdictional Hazard Mitigation Plan for potential FEMA funding.
- Upsizing pipes as repair projects are conducted so that critical components of the system can eventually handle larger storms

REFERENCES

- Carmel-by-the-Sea Storm Drain Master Plan: https://ci.carmel.ca.us/sites/main/files/file-attachments/complete_final_sdmp_report_september_2020_small.pdf?1602098761

History

- Version 1 presented at committee meeting on 2/18/2021

CITY OF CARMEL-BY-THE-SEA

Hazard and Asset Summary Sheet for the Beach, Bluff, Coastal Armoring, Public Infrastructure, and Private Property

February 18, 2021

TO:	Climate Committee Members
SUBMITTED BY:	Scott Lonergan, Committee Member

SUMMARY

Asset: Beach, Bluff, Coastal Armoring, Public Infrastructure, and Private Property
Hazards: Sea Level Rise, Stronger Storms and Waves, More Variable Rainfall
Version: 8-Feb-2021

General Comments and Outlook:

- It is not widely understood that the climate change threat to coastal infrastructure, private property, the beach, along with the associated impacts on tourism and Carmel's economy, is so substantial, and that the potential solutions so complex.
- Nearly the entire coastline south of 8th Avenue has been armored by a combination of seawalls, vertical or stepped retaining walls, or engineered rock revetments. Secondary impacts to armoring often include escalating maintenance costs, and the loss of beach, aesthetics, and ecology.
- Coastal erosion and storm events already pose a threat, and climate change driven sea level rise and storm intensity will dramatically increase that threat.
- Longer term, the degree to which the City should, or can, forestall the natural processes driven by climate change is not fully understood.

Identified Issues:

- The frequency and duration of beach inundation and wave attack on armoring and natural barriers is increasing. The impacts of armoring on beach sand loss, as well as the seasonal migration of sand on and off shore, has not been investigated.
- The natural erosion processes along the mostly unarmored North Dunes area will accelerate bluff retreat and potentially create space for the beach to migrate inland. North Dune habitat at the retreating bluff would be reduced in this case.
- Seawall integrity is being compromised by ongoing erosion of the relatively soft sandstone base of some seawalls. Equipment access to areas on the beach required for completing repairs and maintenance is increasingly limited.
- Public infrastructure at risk along the coast including Scenic Road and the bluff walkway, beach access stairways, bathrooms, armoring, Del Mar Avenue beach parking, and some utilities.
- Private property at risk along the coast including: 1) that along Scenic Road, 2) that between 8th Avenue and Del Mar Avenue, and 3) that at the north end of the City (Pescadero Canyon area).
- The need to educate the community about the climate change threat to coastal infrastructure, private property, the beach, and the associated impacts on tourism and Carmel's economy, along with the potential solutions.

Remaining Issues to be Understood (in Preparation for the Committee's Final Report):

- Engagement of a coastal engineer with experience in planning for climate change in an LCP context.
    - Further assessment of the risks to our coastal assets.

- Determine adaptation measures and LCP policy options. Draft updated or new LCP for certification with the Coastal Commission.
    - Prioritize adaptations and projects that protect and maintain public resources and beach access, and the viability of the community and tourism.
    - Coordinate with regional partners (e.g. County, Pebble Beach) and align with the Coastal Commission on acceptable plans.
    - Determine how the options and strategies along the coast are different for the:
        - Mostly natural, unarmored North Dunes area
        - Mostly armored bluffs along Scenic Road south of 8th Avenue
        - Unarmored dunes along private property between 8th Avenue and Del Mar Avenue
        - Armored private properties on the bluffs at the north end of the City (Pescadero Canyon area).
    - Evaluate feasibility and phasing, the use of thresholds for when different elements of these strategies are implemented. For example, maintaining armory or other defenses up to a point, but then if a threshold is reached, embracing a new bluff line and different adaptive measure.
    - Consider legal liabilities, coastal armoring and building regulations, real estate disclosures, and fiscal impacts.
    - Community-wide outreach and education, including that focused on exposed property owners.

- Actions independent of engaging a coastal engineer including:
    - Characterize erosion hot spot areas of particular concern along the City's coastline based on maintenance records, historical knowledge, and further assessment.
    - Research Carmel Cove sand supply dynamics through the engagement of local experts (e.g. CSUMB, NPS) or other resources.
    - Assess risks with the USGS Coastal Storm Modeling System (CoSMoS).
    - Investigate and, if appropriate, apply for pre-disaster planning and mitigation funding from the State or other sources.
    - Amend City documents, if appropriate, to enable the request of FEMA disaster relief post-disaster.

Possible Actions to be Recommended in the Committee's Final Report

- Update the CBTS Shoreline Management Plan and the General Plan / LUP.
- Proactive sourcing or contracting for repair resources prior to episodic events.

REFERENCES

- Coastal Resource Management Element of the Carmel-by-the-Sea General Plan: https://ci.carmel.ca.us/post/general-plan
- Carmel-by-the-Sea / Shoreline Management Plan: https://ci.carmel.ca.us/post/additional-forestry-division-resources
- David Shonman and Greg D'Ambrosio 19-Nov-2020 Climate Change Committee presentation slides: https://ci.carmel.ca.us/sites/main/files/file-attachments/shonman_-_ccc_presentation_-_final_nov_19_2020.pdf?1605903015
- USGS representative, Andrea O'Neill, 17-Dec-2020 Climate Change Committee presentation video: https://carmel.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=922&MinutesMeetingID=510&doctype=Agenda
- California Coastal Commission and Local Government Public Workshop on 17-Dec-2020 to discuss sea level rise planning in an LCP context: https://documents.coastal.ca.gov/reports/2020/12/SM-Th3/th3-12-2020-report.pdf

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History

- Version 8-Feb-2021

CITY OF CARMEL-BY-THE-SEA

Water Supply Summary

January 21, 2021 Meeting

TO:	Climate Committee Members
SUBMITTED BY:	Michael LePage, Committee Member

SUMMARY

Asset:
Monterey Peninsula water supply

Hazards:
Seasonal drought, climate warming, sea level rise

General Comments and Outlook:
California is located in a drought-prone area of the United States. Even though there are yearly seasonal variations in rainfall, the average temperature in California is trending up. This is the result of climate change. A warming climate leads to the increase of drought frequency and duration.

Additionally, climate change is predicted to increase local sea level rise by 1.5 meters by the century's end. Storm surges along with high tides and extreme weather events will result in much higher levels of sea level rise. This will have an impact on the local water delivery infrastructure which is located in the areas of projected sea level rise.

The Monterey Peninsula's water supply has historically been provided by the Carmel River, local reservoirs and ground water. The State Water Resources Control Board has issued a Cease and Desist Order, 95-10, that requires California American Water Company (CalAm) to reduce its unlawful pumping of water from the Carmel River. The original pumping deadline has been extended to 2021. In response to the Cease and Desist Order, CalAm is pursuing a permit for a desalinization water treatment plant located in Marina that would utilize slant wells to source seawater for desalinization.

Simultaneously with this project, the Monterey Peninsula Water Management District (MPWMD) has worked in collaboration with 9 local agencies to create the Pure Water Monterey Project. The project sources water from four sources, domestic waste water, agriculture produce water, agriculture waste water and storm water. By the use of advanced water recycling technology, all these water sources are purified to provide potable water for domestic and agricultural use. Additionally, the project injects seasonal water flows into the Seaside aquifer to provide ground water replenishment. The project potentially will provide one third of the water demand for the area it serves.

Identified Issues:
- California is located in a drought-prone area of United States.
- Average temperatures are trending upward because of climate change
- Global warming is causing dryer weather patterns resulting in more frequent droughts.

- The State Water Resources Control Board has issued a Cease and Desist Order (95-10) to reduce unlawful pumping from the Carmel River.

- The proposed desalinization plant requires a cumbersome permitting process resulting in an expensive water source.
- Climate change is causing sea level rise that will impact water related infrastructure, both delivery and waste treatment

Possible actions to be recommended in the committee's Final Report

- Keep informed regarding the Carmel Lagoon Ecosystem Protective Barrier and the Scenic Road Protective Barrier System.
- Provide maps of predicted sea level rise for the required shore line assessment reports
- Review city infrastructure opportunities for implementing additional water conservation measures

REFERENCES

- Monterey Peninsula Water Management website, https://www.mpwmd.net/
- Pure Water Monterey Project, https://purewatermonterey.org/
- Monterey Peninsula Integrated Regional Water Plan, https://www.mpwmd.net/environmental-stewardship/irwm-program/final-draft-monterey-peninsula-integrated-regional-water-management-plan-update/
- Carmel Lagoon Ecosystem Protective Barrier and Scenic Road Protective Barrier System, https://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma-/planning/current-major-projects/carmel-lagoon-ecosystem-protective-barrier-and-scenic-road-

History

- Version 1 presented at committee meeting on 4/15/21

CITY OF CARMEL-BY-THE-SEA

2018 Draft Greenhouse Gas Inventory Summary

February 18, 2021 Meeting

TO:	Climate Committee Members
SUBMITTED BY:	Evan Kort, Associate Planner

SUMMARY

Asset:
2018 Draft Greenhouse Gas (GHG) Inventory

Hazards:
N/A

Key Terms:

- Baseline Year: A specific year against which emissions are tracked over time.
- Greenhouse gases (GHG): Carbon dioxide (CO2), methane (CH4), and nitrous oxide (N20). Emissions are expressed in equivalents of carbon dioxide (CO2e).
- Community Greenhouse Gas Inventory: A calculation of GHG emissions generated as a result of activities within a community.

General Comments and Outlook:
The Association of Monterey Bay Area Governments (AMBAG) has prepared GHG Inventories for member agencies for 2005, 2010, 2015. Starting 2018, in partnership with Central Coast Community Energy (3CE), AMBAG is preparing GHG Inventories for 3CE member jurisdictions for 2018, 2019, and 2020 –this 2018 GHG Inventory was prepared as part of the MOU between AMBAG and 3CE.

The state of California has adopted a baseline year of 1990 for statewide targets. The 2020 target (AB 32) was to return to 1990 emission levels, and the 2030 target (SB 32) is a 40% reduction from 1990 levels with the 2050 target (executive order: S-3-05) being an 80% reduction from 1990 levels. In 2018, the Governor signed an executive order (B-55-18) with the goal of achieving carbon neutrality by 2045. Most cities do not have 1990 inventories and it is not possible to go back and establish a 1990 baseline. Therefore, in order to quantify targets, most cities use 2005 inventories and assume emissions increased by approximately 15% between 1990 and 2005.

The emission inventory is broken into 5 sectors: Residential, Commercial/Industrial, Transportation, Solid Waste, Wastewater. Residential and commercial/industrial sectors inventory electricity and natural gas emissions. The transportation sector is an inventory of emissions resulting from travel on local roads in the City of Carmel-by-the-Sea. Solid waste is an inventory of emissions from the waste that is generated by the community and sent to the landfill, and wastewater is an inventory of emissions from the treatment of wastewater.

AMBAG gathered data directly from PG&E and 3CE for electricity and natural gas consumption. Transportation data is gathered from an annual report prepared by the California Department of Transportation (CalTrans) that looks at the amount of Vehicle Miles Traveled on local roads as well as the CARB's EMFAC model, which is used to estimate emissions based on on-road travel. Solid waste data is obtained from CalRecycle's annual

report as well as characteristic studies that study the composition of materials in the landfill. Lastly, wastewater data is gathered from a population-based method that uses the population to estimate the emission.

2018 Inventory Findings:

- Electricity between 2005 to 2018 has become cleaner. Electricity use has remained stable; however, the carbon intensity of the electricity has been drastically reduced (likely due to the local energy procurement being taken over by 3CE).
- Data sources have reported less and less travel on local roads over time resulting in a reduction in GHG for the transportation sector.
- Solid waste being sent to the landfill from the city has decreased significantly (46% emission reduction) and the composition of the solid waste being sent to the landfill is less impactful in 2018 than it was in 2005.
- Wastewater: not discussed.

Identified Issues:

- The California Air Resources Board (CARB) is required to update their Scoping Plan every 5 years. The scoping plan was last updated in 2017, prior to the executive order establishing a goal of carbon neutrality by 2045 so the carbon neutrality target has yet to be included in the Scoping Plan (80% reduction by 2050 is still the official target). When the scoping plan is updated in 2022, the 2045 carbon neutrality target will likely be included in the Scoping Plan and is expected to be the main target moving forward. There is still uncertainty regarding 2045 vs 2050 goal.
- The significant decrease in GHG emissions in the transportation sector may be the result of a change in methodology by CalTrans in preparing their annual report, which may account for some or most of the reduction in GHG emissions. The report provided to AMBAG from CalTrans is a finished product that does not provide the opportunity to evaluate the methodology used.
- CalRecycle reports the solid waste data and the reason for the significant decrease in emissions is unclear.

Possible actions to be recommended in the committee's Final Report

- Maintain the 2030 goal outlined in SB 32. Although there is still uncertainty regarding the 2045 vs 2050 goals, the Committee is interest in using the more rigorous 2045 carbon neutrality target as its goal for emissions reductions.
- Re-evaluation of emissions may be required as a result of possible changes in methodology that may have impacted the outcomes of the inventory. Consultant assistance will be required in making a determination regarding the accuracy of the inventory and methodology.

REFERENCES

- City of Carmel Draft 2018 Greenhouse Gas Inventory
- EMFAC Model: https://ww2.arb.ca.gov/our-work/programs/mobile-source-emissions-inventory/msei-modeling-tools

History

- Version 2 presented at committee meeting on 7/15/21

Attachment 2

CITY OF CARMEL-BY-THE-SEA

Central Coast Community Energy

February 18,2021 Meeting

TO:	Climate Committee Members
SUBMITTED BY:	Agnes Martelet, Environmental Compliance Manager

SUMMARY

Asset:
Power Supply

Hazards:
Greenhouse gas emissions

General Comments and Outlook:
Central Coast Community Energy (3CE, formerly Monterey Bay Community Power) is a Joint Powers Authority with 33 municipal members to deliver energy throughout the Central Coast. 3CE delivers the energy to the power grid that is operated by PG&E locally. 3CE has a goal to reach 100% clean and renewable energy by 2030, although they have clarified that there will be times of the day when there will be natural gas on the grid for reliability when renewables are not available.

Regionally, 3CE is investing in technology to increase supply and storage capacity for reliable and clean power. Locally, 3CE is investing in programs to increase the pace of electrification, including in the transportation and construction sectors, and in the agricultural industry. 3CE also provides an incentive for local municipalities to adopt reach codes for energy conservation and electrification to reduce the use of natural gas in the built environment. Reach codes are more advanced or enhanced building codes that go above and beyond the State's building code requirements.

Identified Issues:

- Providing 100% clean energy power supply is challenging due to the times of energy use that do not always match the times of peak power supply from renewable sources. Thus, natural gas will remain a source of energy on the power grid.

Possible actions to be recommended in the committee's Final Report

- Consider taking advantage of 3CE's reach code incentive to amend the City's municipal code to increase the pace of energy conservation and electrification in local construction projects.

REFERENCES

- 3CE Presentation at the Climate Committee meeting: https://carmel.novusagenda.com/agendapublic/VODPreview.aspx?meetingVideoID=5ddd8ae3-bf7f-456c-8c9f-38f55eeb55a6&index=3004

- 3CE Energy Programs: https://3cenergy.org/energy-programs/

History

- Version 1 presented at committee meeting on 5/20/21

CITY OF CARMEL-BY-THE-SEA

Hazard and Asset Summary Sheet for Electrical Grid Resilience

May 20, 2021

TO:	Climate Committee Members
SUBMITTED BY:	Jeff Baron, Councilmember

SUMMARY

Asset: Electrical Grid
Hazards: Stronger Storms, Increasing temperatures
Version: 1

General Comments and Outlook: The electrical grid in Carmel has been historically somewhat unreliable during weather events, with outages affecting from half a block to the entire community. In the future, we could see causes of disruptions (related to climate change) include:

1. Larger weather events (storm damage to power line infrastructure.)
2. Public safety power shutoffs (related to the threat of wildfire during wind events along transmission lines.)
3. Supply shortages (related to grid shortages, as seen during the summer of 2020.)

Identified Issues:

Grid failure can lead to numerous effects, including:

- Residential – spoiled food, cold and dark homes
- Commercial – essential businesses shuttered
- Tourism – loss of income of reputation
- Government services impacts (police and fire, public works)

Outstanding Issues:

- Would be good to have access to PG&E Grid map to better understand power grid
- Ask PG&E for historical outage map (or list) with causes
- Work with PG&E to understand possible PSPS transmission lines. Which lines are subject to these? How does this effect Carmel?
- PG&E: Microgrids
  - Power sources within the power grid?
  - Could we get power from somewhere else, some dedicated “outside line” not subject to power outages?
- Community business survey to determine which businesses are grid resilient

Possible Committee Comments or Actions for Final Report

Explore and make recommendations on possible mitigation measures:

- Prevention
  - Tree planning and maintenance - Work with PG&E to prioritize tree trimming
  - Explore the possibility of undergrounding select or all utility lines (via with property assessments)
- Personal resiliency
  - Require new homes to be “ready” for home power storage
  - Require homes to be “EV ready” (also helps with GHG metrics.)

    - Explore new home requirements for home power generation (solar, fuel cells, generators)
- Carmel resiliency
    - Explore areas in which Carmel should or could provide resiliency services to local residents and business, beyond the simple continuation of essential government services. For example:
        - Warming or cooling areas
        - Electrical phone and other small appliance charging facilities
        - Food and other supplies (for visitors)
        - Communication infrastructure
- Regional resiliency
    - Explore possible peninsula microgrid

REFERENCES

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HISTORY

- Version 1 presented at Committee meeting on 5/20/2021

CITY OF CARMEL-BY-THE-SEA

2018 Draft Greenhouse Gas Inventory Summary

January 21, 2021 Meeting

TO:	Climate Committee Members
SUBMITTED BY:	Carrie Theis, Committee Member

SUMMARY

Asset:
Regional recycling, waste processing and disposal facility

Hazards:
Methane gas emissions

General Comments and Outlook:
The Monterey Regional Waste Management District is located north of Marina and has been operating since 1951 to handle the waste processing and disposal along with recycling for the Monterey Peninsula. Over the years they have added programs to their facility producing an integrated approach to reduce, reuse and recycle the waste produced on the Monterey Peninsula.

The decomposing of waste materials and organics creates methane gas. Extraction of methane from the landfill creates renewable power for the use by the District and Monterey 1 Water (M1W) to help produce recycled water. Soon the District will be converting landfill gas to Compressed Natural Gas (CNG) to provide fuel for the trash trucks. CNG is a carbon negative fuel. The extraction of methane gas from the landfill produces 5 megawatts of power and the CO2 offset is about 22,000 tons per year.

Windrow Composting is used to manage organics processing to produce compost for nearby organic farms. This process keeps the yard trimmings and organics out of the landfill and creates a nutrient rich compost. It has been shown that applying ¼" of compost (California Carbon Project) to grasslands will improve the soil environment for over a 100 years. Plants thrive more by pulling CO2 out of the air to help offset greenhouse gas emissions. A more widespread application of compost could work to reverse climate change by becoming a carbon bank.

Food recovery and organics processing has become a priority for the State of California with the implementation of AB1826 in 2014 for the mandatory commercial organics recycling and SB1383 in 2016 to mitigate climate change with the Short-Lived Climate Pollutant Reduction Strategy.

The goal of SB1383 is to divert 75% of organic material from the landfill and 20% of edible food for recovery by 2025. To try to obtain the goal of 75% diversion of organic food waste, the waste haulers will be Implementing the collection of residential food waste sometime this year. To handle the increased tonnage of organic materials, the Waste Management District will need to implement a larger anaerobic digesting system to prevent the methane gas from being released into the environment. The edible food recovery part of this bill will be accomplished by having the restaurants partner with the Monterey County Food Bank.

Identified Issues:

- The challenges will be to meet the diversion goals set by the State by continuing to educate the public about recycling and introduce the concept of organics waste diversion. The program logistics of diverting edible food from the restaurants to the Monterey Fook Bank program is yet to be determined.

REFERENCES

- Monterey Regional Waste Management District website – www.mrwmd.org.
- Monterey Regional Waste Management District presentation to the Climate Committee: https://www.youtube.com/channel/UCAu0elLwM1JCDkzD7Js86mA

History

- Version 1 presented at committee meeting on 8/19/21

Stakeholder and Public Input

This appendix includes presentation slides, the Mural activity completed at the virtual public workshop in November 2021, and responses to comments.

Appendix C
Outreach

Appendix C
Outreach

Presentation Slide Deck from September 16, 2021, Climate Committee Meeting

RINCON CONSULTANTS, INC.

Environmental Scientists | Planners | Engineers

City of Carmel-by-the-Sea

Potential Climate Adaptation Goals, Policies, and Actions

Climate Committee Meeting

Photo by Chris Leipelt on Unsplash

Vulnerability Assessment

- Carmel-by-the-Sea is experiencing and will continue to experience
  - Stronger storms
  - Increased wildfire risk
  - Sea level rise
  - Extended drought conditions
  - Increased temperature

Vulnerability Assessment

- Identified gaps
- Opportunities to build on existing adaptation strategies

Color coding:
- Already causing observable impacts or a near-term significant risk
- Mid- to long-range impacts
- Not enough data

YES Some policy/action initiated
NO No policy/action initiated

Priority Assets at Risk	Priority Hazards						
	Stronger Storms	Wildfires	Sea Level Rise	More Droughts	Increased Temperature	Fog changes	Ocean Warming
Natural Assets							
Mission Trail Nature Preserve	YES	YES	X	YES	YES	X	
North Dunes			NO	YES	YES	X	
Urban Forest	YES	NO		YES	NO	X	
Marine Sanctuary	X			X	X	X	X
Carmel Beach	YES		YES			X	X
Community							
Elderly population and people with disabilities	NO	NO		NO	NO		
Residents	YES	YES		YES	NO		
Visitors	NO	NO					X
Local Businesses	NO	NO	NO	YES	NO		X
Service industry workers	NO	NO	NO		NO		
Second homes	YES	YES	NO				

Potential Adaptation Strategies Table

- Structure
  - Goals – Broad statements describing community desires
  - Policies – Specific position statements that support the achievement of goals and serve as guides to the City when making decisions
  - Actions – Specific methods to implement and achieve policies and goals.

Potential Adaptation Strategies Table

- Action Sources
  - Carmel-by-the-Sea Vulnerability Assessment
  - State/Regional Plans
    - Safeguarding California Plan: 2018 Update, California's Climate Adaptation Strategy, California Natural Resources Agency
    - Southern California Adaptation Planning Guide
      - Appendix F – General Plan and Local Coastal Plan Model Policies
      - Appendix B – Matrix of Adaptation Strategies and Actions
  - Local Plans and Ordinances
    - Pacifica All-Electric Reach Code
    - Berkeley Existing Building Electrification Strategy

Principles for Implementable Actions

6 principles to consider when selecting adaptation actions

1. Measurable increase in resilience
2. Institutional structures
3. Funding
4. Engagement
5. Partnership
6. Equity

Photo by Adomas Aleno on Unsplash

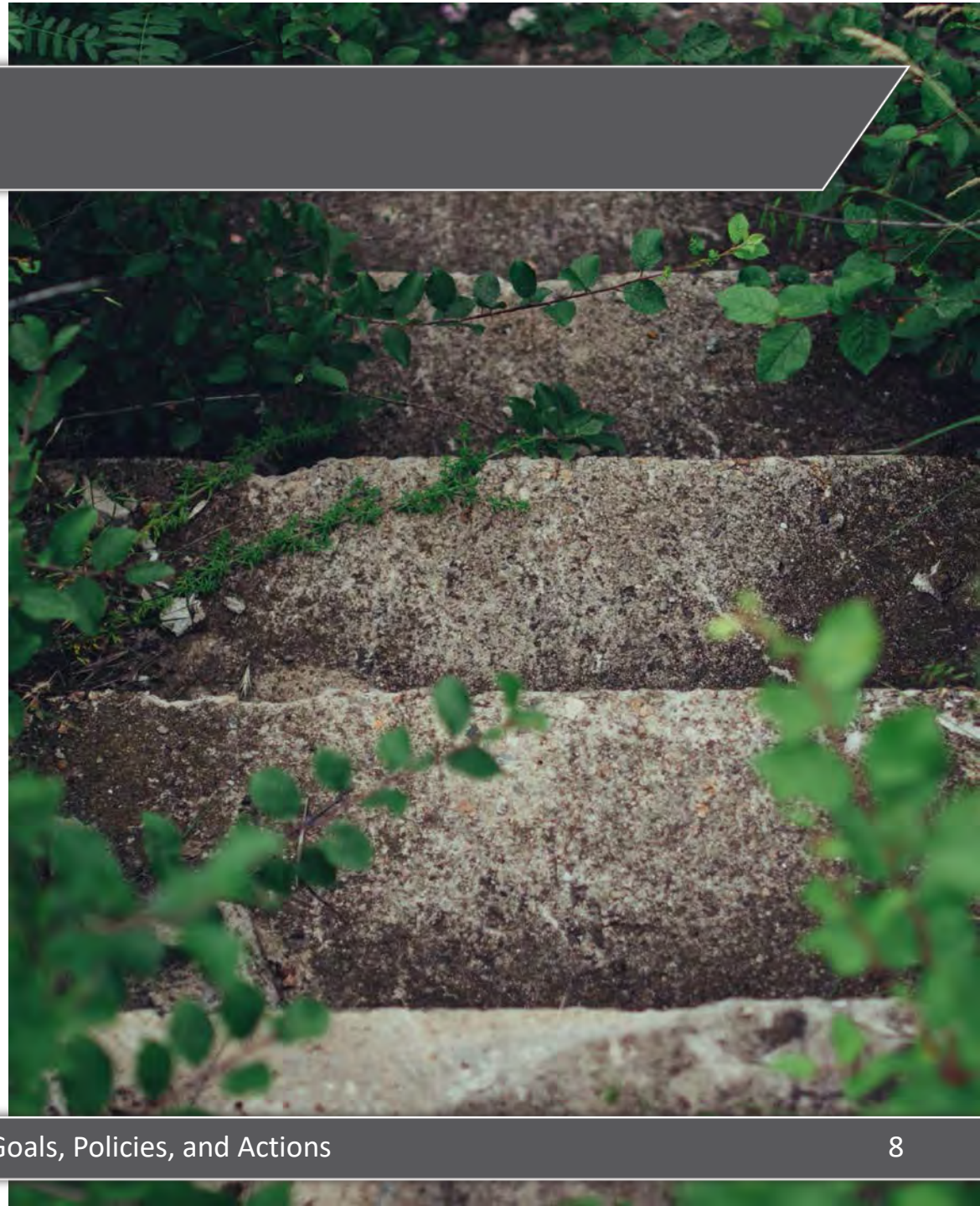
Potential Adaptation Strategies Table

City of Carmel-by-the-Sea Potential Adaptation Strategies

Goal/Policy/Action	Climate Hazard	Asset	Potential Metric	Timeframe	Potential Lead	Cost	Source
Goal 1. A Healthy, Safe, and Resilient Community							
Policy 1.1. Provide effective emergency preparedness and response following a climate-related disaster							Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies
Action 1.1.1. Improve Emergency Preparedness. Incorporate climate change risk and impact considerations into Carmel CERT programming and materials, to promote emergency preparedness at a neighborhood block-by-block scale.	All	Residents, Local Businesses, Second Homes	# of block captains formed	TBD	TBD	TBD	Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions

Next Steps

- **Collect** comments from Climate Committee before the October meeting
- **Refine** the goals, policies and actions based on comments
- **Present** the refined list at the public workshop on November 18th



Thank you for your time!

Questions?

Extra Slides

Goals

ICARP Adaptation Visions and Principles	City of Carmel-by-the-Sea Adaptation Goals
All people and communities respond to changing average conditions, shocks, and stresses in a manner that minimizes risks to public health, safety, and economic disruption and maximizes equity and protection of the most vulnerable.	Goal 1. A Healthy, Safe, and Resilient Community
Natural systems adjust and maintain functioning ecosystems in the face of change.	Goal 2. A Natural Environment Resilient to Climate Hazards
Infrastructure and built systems withstand changing conditions and shocks, including changes in climate, while continuing to provide essential services.	Goal 3. Resilient Infrastructure and Built Environment

Appendix C
Outreach

Presentation Slide Deck from October 21, 2021, Climate Committee Meeting

RINCON CONSULTANTS, INC.

Environmental Scientists | Planners | Engineers

City of Carmel-by-the-Sea

Revised Climate Adaptation Goals, Policies, and Actions

Climate Committee Meeting

Photo by Chris Leipelt on Unsplash

Resources

- Summary of Comments and Responses
- Revised Potential Adaptation Strategies

Photo by anna breaux on Unsplash

Comment Categories

- Electrification
- Evacuation, traffic, and congestion
- Vulnerable populations
- Tree maintenance and Monterey Pines
- Stormwater runoff and wastewater

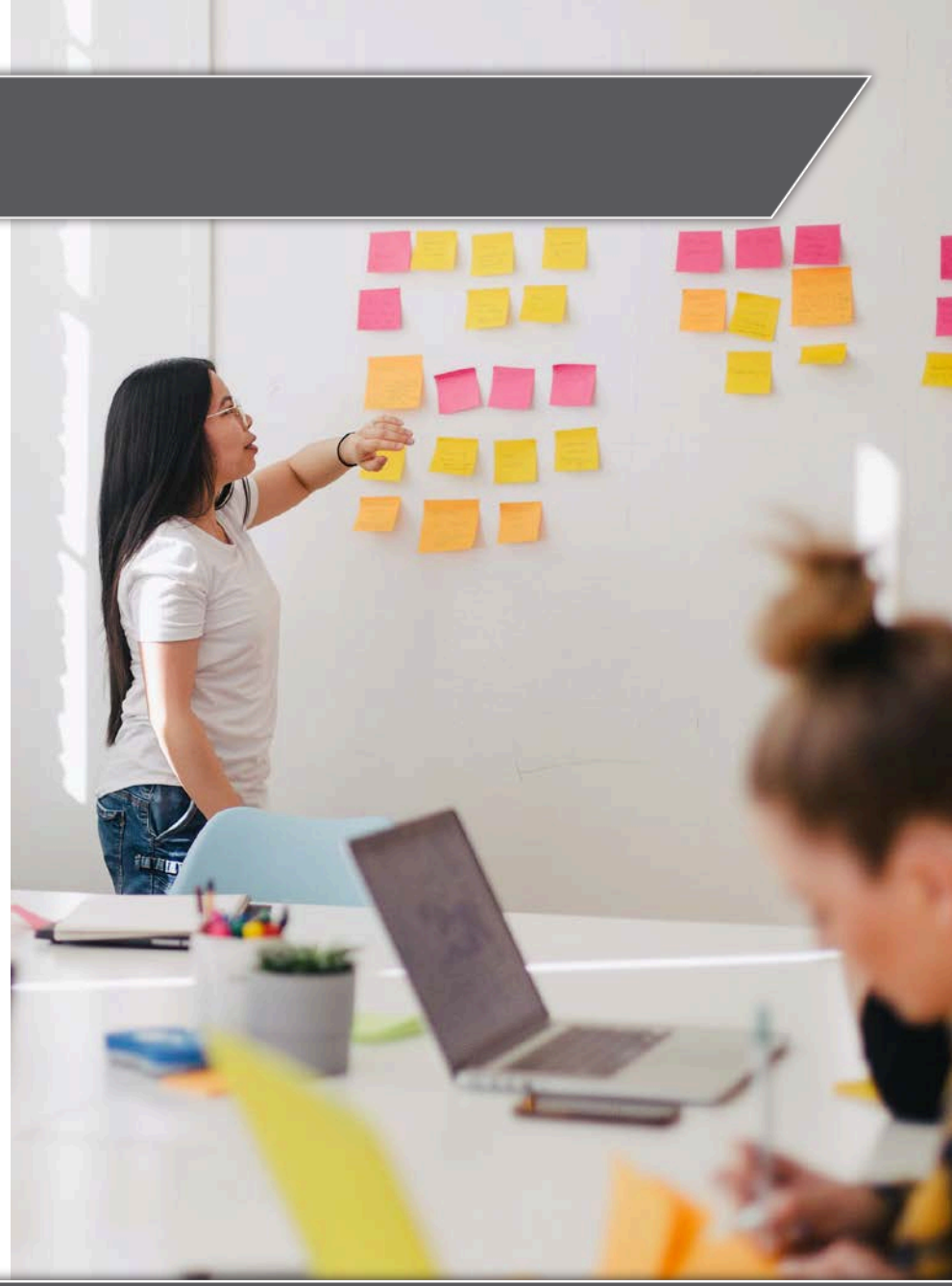


Photo by Leon on Unsplash

Electrification

- It is noted that members of the Climate Committee would prefer to move these types of strategies to the Climate Action Plan.
- Electrification actions will remain in the list of potential adaptation goals, policies, and actions for the public to weigh in on.

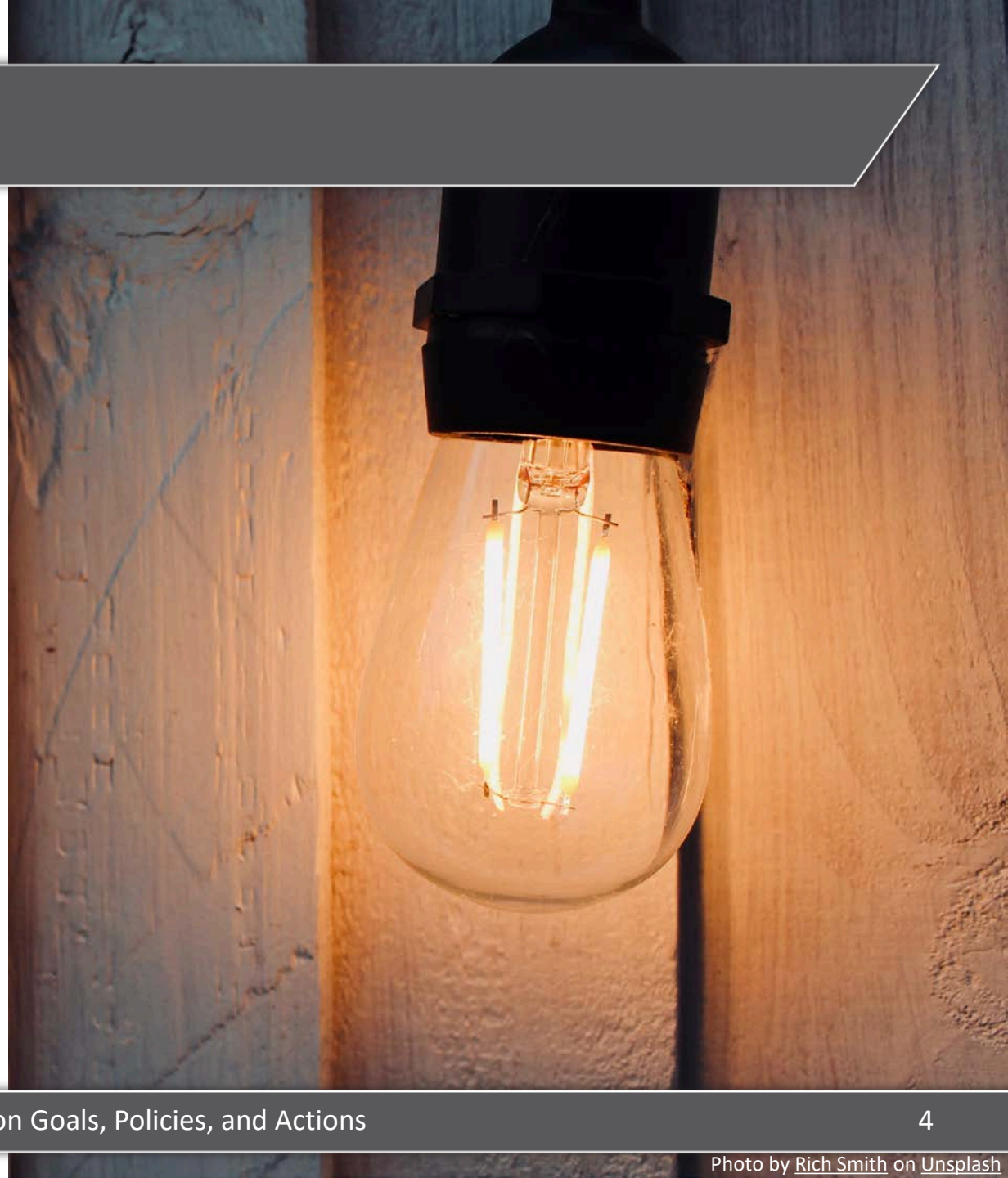


Photo by Rich Smith on Unsplash

Evacuation, Traffic, Congestion

- New actions added
  - **Action 1.1.5. Evacuation Access.** Investigate potential congestion issues in the event of an evacuation and develop and maintain a list of residents who may have difficulty evacuating and provide evacuation options for residents with mobility challenges.
  - **Action 1.1.6. Evaluate Evacuation Route Capacity.** Evaluate evacuation route capacity, safety, and viability under a range of emergency scenarios and identify and implement mitigating actions.
  - **Action 1.1.7. Evacuation Alternatives.** Develop and employ evacuation alternatives and/or alternative emergency access routes in neighborhoods that have single ingress/egress.

Vulnerable Populations

- New actions added
  - **Action 1.2.4. Social Support Network.** Collaborate with the Carmel Foundation and other community-based organizations to develop an inventory of locations with isolated seniors and people with disabilities and develop a plan for a social support network to increase resilience to climate change.
  - **Action 1.2.5. Back-up Power for Vulnerable Populations.** Coordinate with 3CE, PG&E, and emergency management services to establish backup power and emergency grid shutdown protocols that protect the most vulnerable populations.

Tree maintenance and Monterey Pines

- Revised action 2.1.2.
  - **Action 2.1.2. Increase Forest Resilience.** Update the Forest Management Plan to:

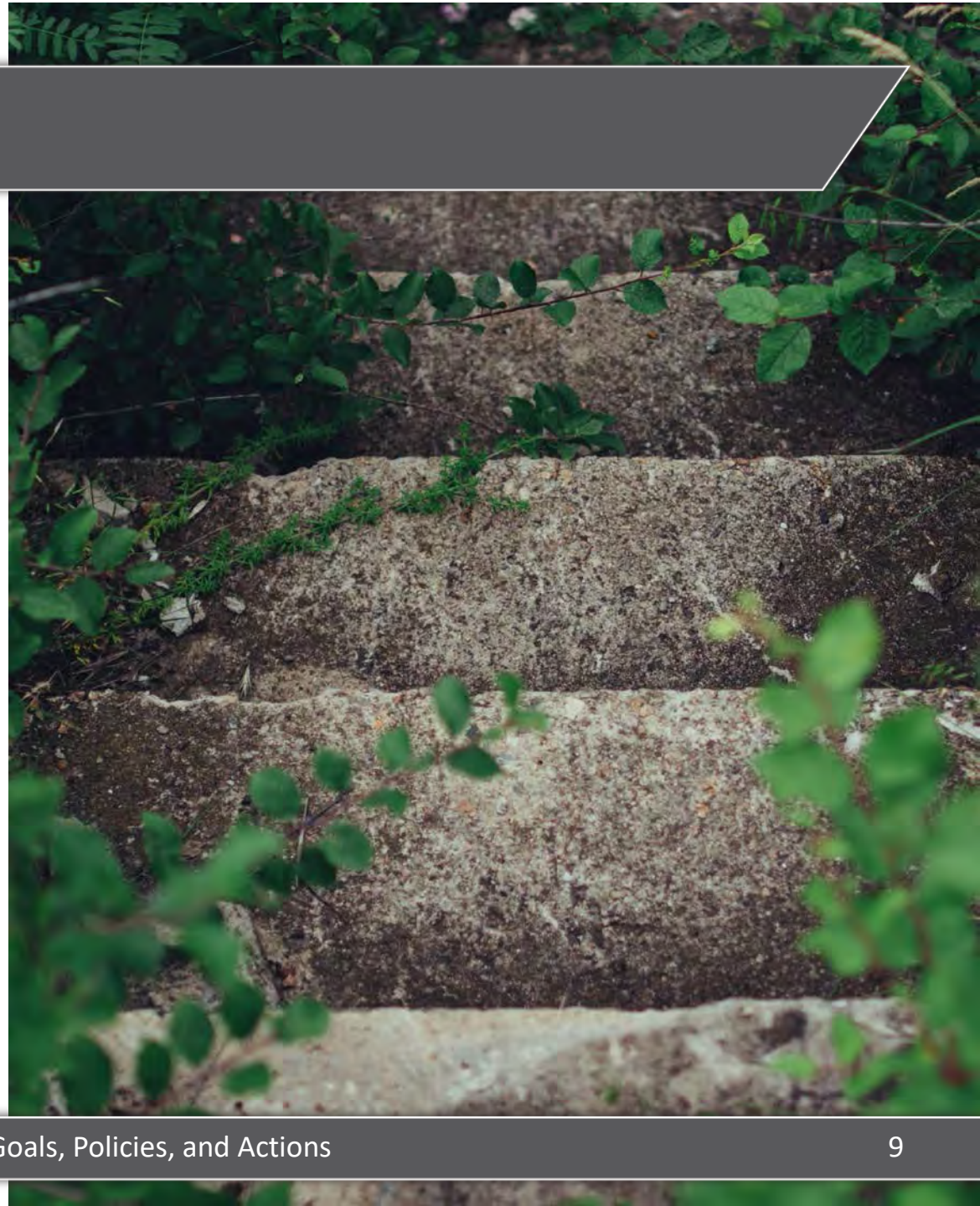
    1. Review and consider modifications to the preferred urbanized tree species that would result in improved resilience in the context of the expected climate of the second half of the century, reduce wildfire hazard, **and that takes into account aesthetics and the ecological benefits of natives or near-native (e.g., native species from the Southwestern US or Mexico would likely be preferred to European species).**
    2. Include planting **and maintenance** guidelines to improve tree health, particularly in the public right-of-way
    3. Incorporate tree species that have greater drought and wildfire resistance
    4. In addition to drought-tolerant landscaping, include landscaping guidelines that reduce wildfire hazard on private property.
    5. Enhance carbon sequestration potential

Stormwater Runoff and Wastewater

- New actions added
  - **Action 3.1.3. Reduce Stormwater Runoff.** Reduce stormwater runoff through implementation of a stormwater diversion project to divert all dry weather flows and first flush runoff to the large sanitary sewer that runs along San Antonio Avenue, such that they can be directed to the Wastewater District.
  - **Action 3.1.9. Wastewater Treatment.** Collaborate with the Carmel Area Wastewater District (CAWD) to increase the facility's resilience to sea level rise and stronger storms, and incentivize reduction of water use in the community and transitioning to reclaimed water use for irrigation. Maintain staff/council personnel as liaisons to CAWD.

Next Steps

- **Present** the goals, policies, and actions at the November 18th public workshop
- **Collect** comments from the public
- **Refine** the goals, policies, and actions based on public and climate committee comments



Thank you for your time!

Questions?

Appendix C
Outreach

Presentation Slide Deck from November 18, 2021, Public Workshop

CITY OF CARMEL-BY-THE-SEA

WORKSHOP

Climate Adaptation and Greenhouse Gas Reduction Strategies for Carmel

Climate Committee

November 18, 2021

Workshop Agenda & Logistics

- Project Background
- Carmel Vulnerability to Climate Change
- Carmel Greenhouse Gas Reduction Goals
- Forum: Vision for the Future in Carmel
- Forum: Review of Potential Climate Adaptation and Greenhouse Gas Reduction Strategies

- Providing comments during the workshop
- Providing comments after the workshop

Project Background

- Climate Action and Adaptation Project initiated during Fiscal Year 2019/2020
  - Action: reducing greenhouse gas emissions
  - Adaptation: Developing strategies to adapt to the changing climate
- Climate Committee formed in Fall 2019 with 8 members:
  - 2 Council members: Jeff Baron and Carrie Theis
  - 4 members of the public: John Hill, Michael LePage, Scott Lonergan, LaNette Zimmerman
  - 2 staff members: Agnes Martelet, Environmental Compliance Manager, Evan Kort, Associate Planner
- Consultants: Rincon Consultants, LSA Associates

Progress to Date

- Monthly presentation series to better understand climate threats and opportunities for action in Carmel
- Outreach to community groups and regional partners
- Climate Change Vulnerability Assessment
- Greenhouse Gas Inventories and Draft Forecast
- List of Potential Adaptation Strategies
- List of Potential Strategies to reduce Greenhouse Gas Emissions

Climate Change Hazards

Climate Change Vulnerability Assessment

Stronger Storms
Wildfires
Sea Level Rise
Drought
Increased Temperatures
Fog Changes
Ocean Warming

Climate Change Hazards

Climate Change Vulnerability Assessment

Stronger Storms
Wildfires
Sea Level Rise
Drought
Increased Temperatures
Fog Changes
Ocean Warming

More intense storms projected

Climate Change Hazards

Climate Change Vulnerability Assessment

Stronger Storms
Wildfires
Sea Level Rise
Drought
Increased Temperatures
Fog Changes
Ocean Warming

Large, severe wildfires will continue to occur in the Central Coast region

Climate Change Hazards

Climate Change Vulnerability Assessment

Stronger Storms
Wildfires
Sea Level Rise
Drought
Increased Temperatures
Fog Changes
Ocean Warming

Monterey County is projected to experience ~5 feet in sea level rise by 2100

Climate Change Hazards

Climate Change Vulnerability Assessment

Stronger Storms
Wildfires
Sea Level Rise
Drought
Increased Temperatures
Fog Changes
Ocean Warming

Dry years are projected to get drier and are likely to be followed by dry years

Climate Change Hazards

Climate Change Vulnerability Assessment

Stronger Storms
Wildfires
Sea Level Rise
Drought
Increased Temperatures
Fog Changes
Ocean Warming

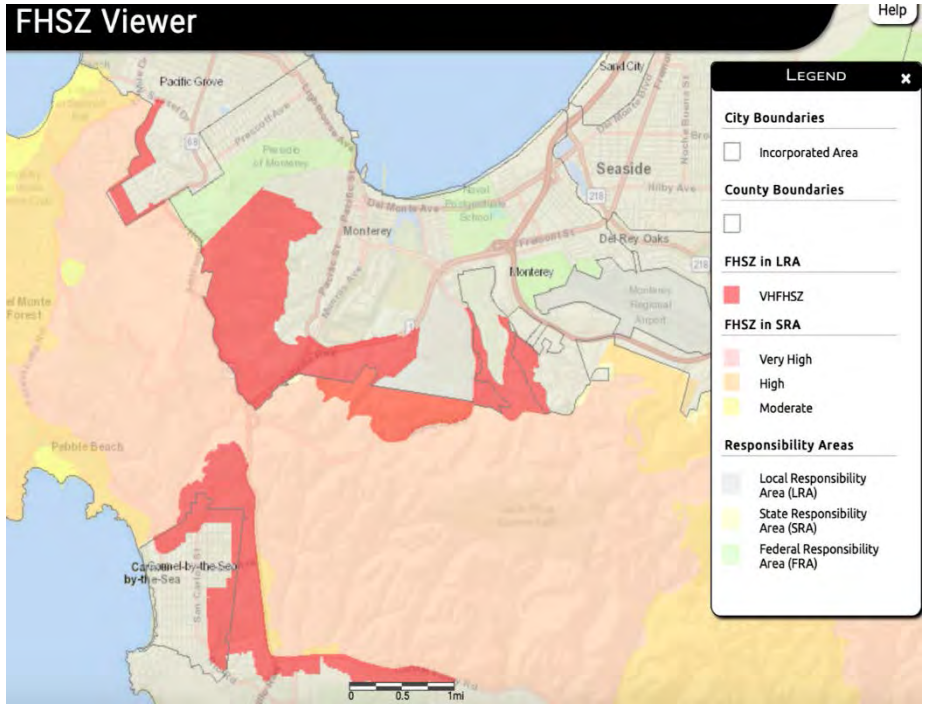
Annual average maximum temp is projected to increase by 3.3°F by mid-century and 6.3 °F by end of the century.

CBTS Assets to Consider

- Community
  - Elderly population and people with disabilities
  - Residents
  - Visitors
  - Local businesses and workers
- Natural Environment
  - Beach
  - Special Habitats and Open Spaces on land and in the ocean
  - Urban Forest
- Infrastructure and Built Environment
  - Utilities (incl. electricity, water, sewer, storm drainage)
  - Shoreline infrastructure (incl. access infrastructure and sea walls and revetments)
  - Critical community facilities
  - Downtown and residences

Vulnerabilities - Community

- Very High Fire Hazard Severity Zones (VHFHSZ) in Carmel
- Wildfire vulnerability can be reduced with better siting, landscape design, and building materials
- Lack of a plan for evacuating at-risk community members
- Lack of a plan to support at-risk workers and businesses



Vulnerabilities - Community

- Stronger storms could lead to localized flooding, which could isolate residents
- Increased temperature could lead to negative health impacts for older adults and individuals living with disabilities

Vulnerabilities – Natural Environment

- Increased tree stress due to increased heat, more variable water supply
- Open spaces with sensitive habitats will be impacted by stronger storms, hotter temperatures, drought, and wildfires
- Beach and dune loss from sea level rise
- Monterey Bay National Marine Sanctuary impacts from ocean warming and acidification
- Carmel's urban forest lacks age and species diversity

Vulnerabilities – Infrastructure

Utilities and Infrastructure:

- Access and utility infrastructure along the coastline
- Coastal protection infrastructure: revetments, sand ramps, and sea walls. Sea walls undercutting due to erosion and retreat of surrounding sand stone. 10 hot spots with significant damage after major storms (1982-83)
- Storm drain system only designed to handle 10-year storms and in need of repairs
- CAWD wastewater facility will need to be relocated by 2062
- Power grid impacts of wildfires and storms

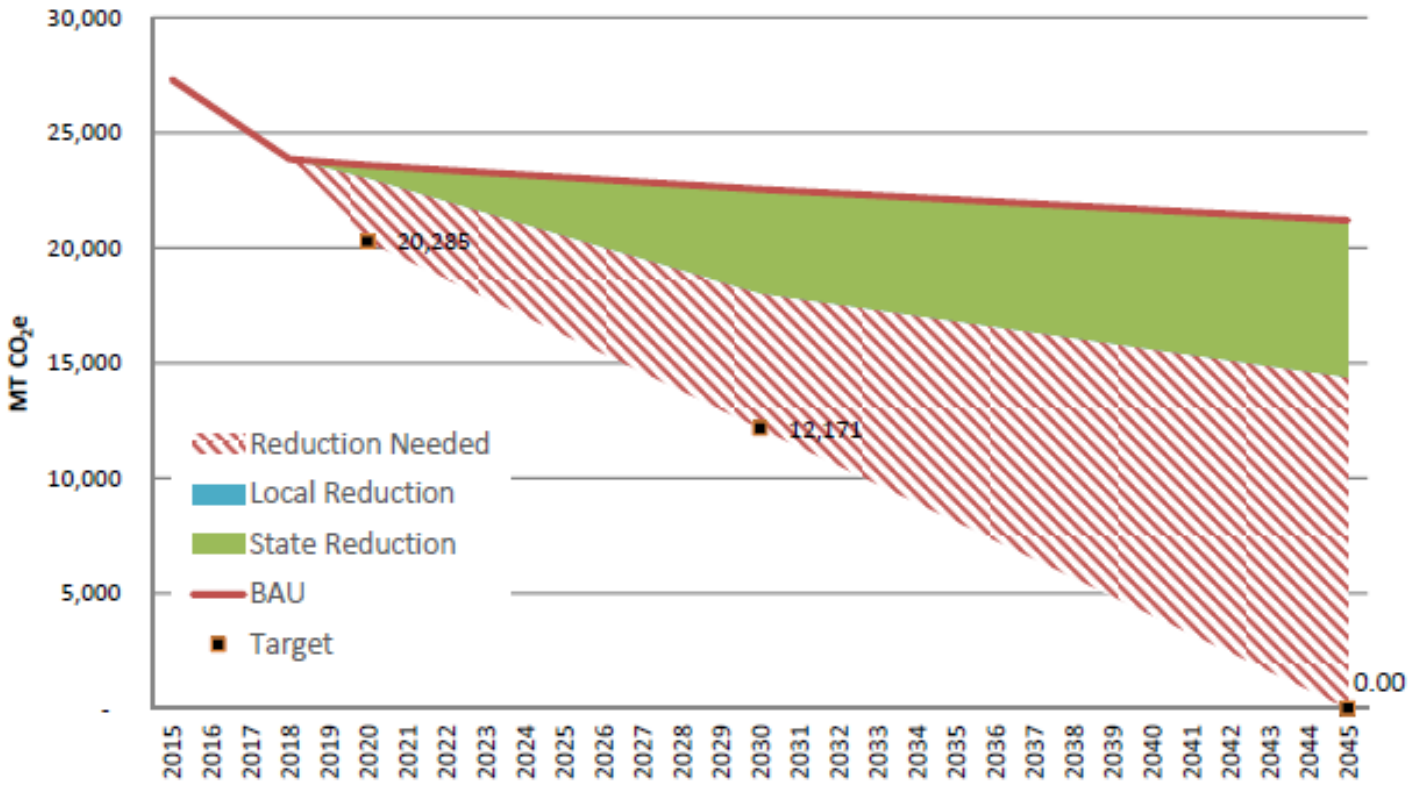
Vulnerabilities – Built Environment

- City Planning guidelines conflict with California fire codes in the VHFHSZ
- Lack of defensible space around homes
- Extreme heat may lead to increased use of air condition which could tax the electrical grid
- Lack of cooling infrastructure

Climate Change Mitigation

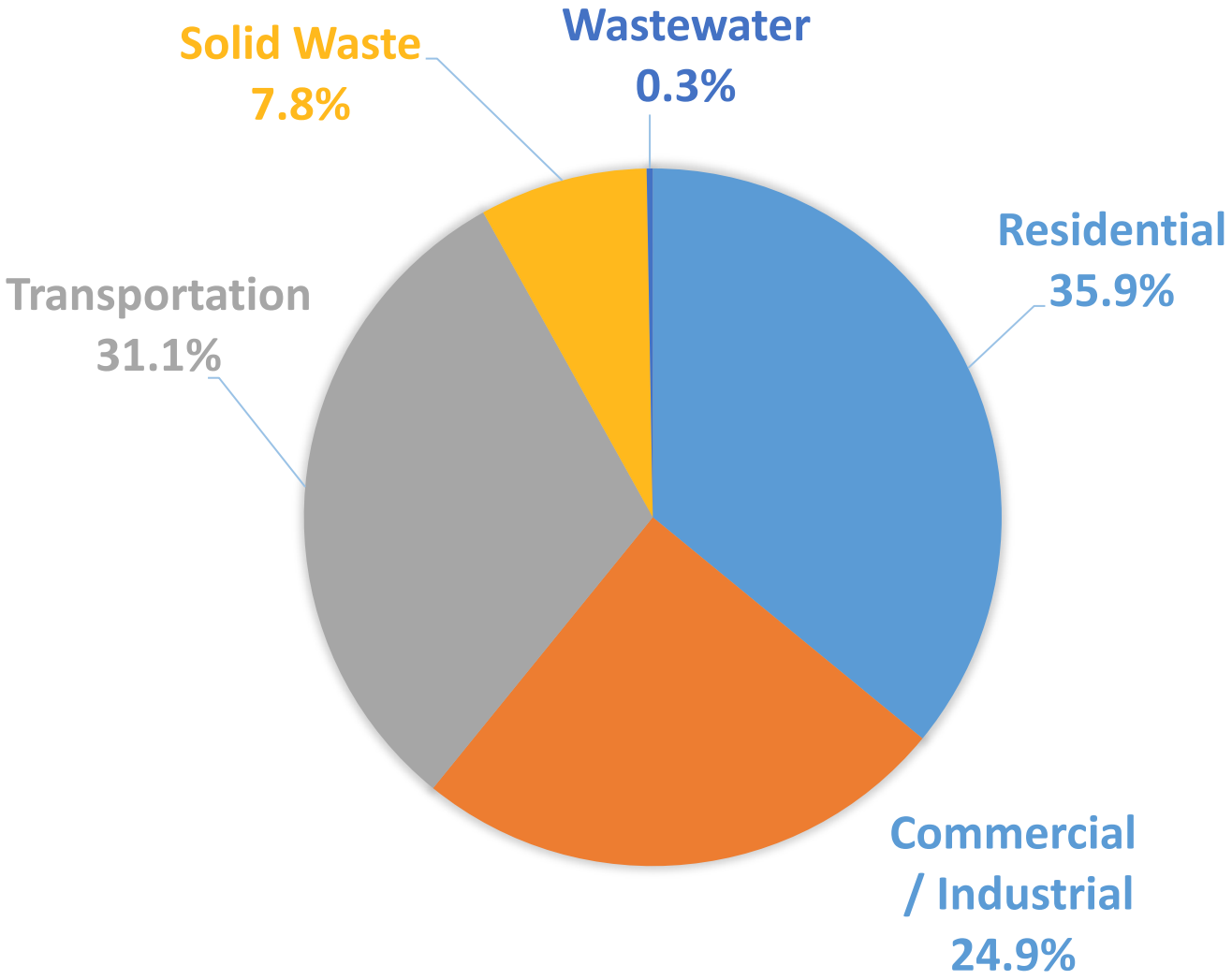
Carmel Greenhouse Gas Reduction Goals

FIGURE 1: State and Local Reductions Comparison with Targets
City of Carmel-By-The-Sea, 2015 - 2045



State measures and reduction goals are estimated based on the 2015 *GHG Inventory and Population Forecasting* by AMBAG. Targets are set based on CARB recommendations using the 2015 GHG Inventory as a baseline (2020 target = 15% reduction from 2015 emissions, 2030 target = 40% reduction from the 2020 target, 2045 target = net zero emissions).

Carmel 2018 GHG Emissions by Sector



Forum: Envision Resilient Carmel in 2050

- What aspects of Carmel help the community's resilience? What actions have the city and constituents taken to reduce their impact and adapt to climate change?
- What does a resilient Carmel community look like? What outcomes are we hoping to achieve?

Forum: Envision Sustainable Carmel in 2050

Mural

Potential Strategies for Adaptation and GHG Reduction

Structure:

- **Goals** –Broad statements describing community desires
- **Policies / Measures** –Specific position statements that support the achievement of goals and serve as guides to the City when making decisions
- **Actions** –Specific methods to implement and achieve policies and goals.

Potential Adaptation Goals

Goal 1. A Healthy, Safe, and Resilient Community

Goal 2. A Natural Environment Resilient to Climate Hazards

Goal 3. Resilient Infrastructure and Built Environment

Goal 1. A Healthy, Safe, and Resilient Community

Policy 1.1. Provide effective emergency preparedness and response in anticipation of potential climate-related disasters.

Action 1.1.1 .Improve Emergency Preparedness by incorporating Climate Change risk in CERT programming

Action 1.1.2. Collaborate with Monterey Fire on inspection and outreach for fire risk reduction

Action 1.1.3. Publicize Local Evacuation Routes

Action 1.1.4. Maintain and Update Evacuation Plan

Action 1.1.5. Evacuation Access for residents with disabilities

Action 1.1.6. Evaluate Evacuation Route Capacity

Action 1.1.7. Evacuation Alternative

Action 1.1.8. Update City Planning Guidelines in the Fire Hazard Zones

Action 1.1.9. Development Standards in the Fire Hazard Zones.

Action 1.1.10. Increase Resistance to Wildfire Structural Damage.

Goal 1. A Healthy, Safe, and Resilient Community

Policy 1.2. Focus adaptation efforts and engagement on the most vulnerable populations.

Action 1.2.1. Establish a Resilience Hub.

Action 1.2.2. Limit the Impacts of Climate Change on the Most Vulnerable Populations.

Action 1.2.3. Educate the Community.

Action 1.2.4. Social Support Network.

Action 1.2.5. Back-up Power for Vulnerable Populations

.

Goal 1. A Healthy, Safe, and Resilient Community

Policy 1.3. Minimize health impacts of climate change.

Action 1.3.1. Partner with Monterey County Health Department.

Action 1.3.2. Initiate a Heat Pump Retrofit Program.

Action 1.3.3. Improve Resilience in Critical Facilities.

Action 1.3.4. Conduct a Feasibility Study for Existing Building Electrification.

Action 1.3.5. Improve Resilience in Housing Stock.

Action 1.3.6. Electrify Fireplaces.

Action 1.3.7. Identify Funding and Financing.

Goal 1. A Healthy, Safe, and Resilient Community

Policy 1.4. Increase Economic Resilience

Action 1.4.1. Support Displaced Workers.

Action 1.4.2. Establish Partnerships to Develop a Resilient Economy.

Action 1.4.3. Business Resilience Outreach Program.

Forum: Adaptation Strategies for Community Resilience

- Did we miss anything?
- Which policies and actions should be prioritized for Community Resilience?

Forum: Adaptation Strategies for Community Resilience

Mural

Goal 2. A Natural Environment Resilient to Climate Hazards

Policy 2.1. Protect and restore climate-vulnerable habitat and ecosystems.

Action 2.1.1. Increase Funding for Climate Adaptation.

Action 2.1.2. Increase Forest Resilience and Update the Forest Management Plan

Action 2.1.3. Update the Mission Trail Nature Preserve Master Plan to increase resilience

Action 2.1.4. Increase Resilience of the North Dunes

Action 2.1.5. Increase Resilience to Stronger Storms by sizing improvements for larger storms

Action 2.1.6. Beach Sand Monitoring Program

Action 2.1.7. Carmel Cove Sand Supply Analysis

Forum: Adaptation Strategies for Natural Environment Resilience

- Did we miss anything?
- Which policies and actions should be prioritized for Natural Environment Resilience?

Forum: Adaptation Strategies for Natural Environment Resilience

Mural

Goal 3. Resilient Infrastructure and Built Environment

Policy 3.1. Support greater resilience, redundancy, and reliability of local and regional infrastructure and the built environment.

Action 3.1.1. Evaluate Undergrounding Utilities in Fire Hazard Zones

Action 3.1.2. Increase Green Infrastructure.

Action 3.1.3. Reduce Stormwater Runoff.

Action 3.1.4. Storm Drain Repair Funding and Improvements.

Action 3.1.5. Retrofit Existing Critical Buildings and Related Infrastructure to handle Climate Hazards.

Action 3.1.6. Water Conservation.

Action 3.1.7. Bluff Structural Monitoring Program.

Action 3.1.8. Hire Coastal Engineer to evaluate coastal protection infrastructure.

Action 3.1.9. Wastewater Treatment.

Goal 3. Resilient Infrastructure and Built Environment

Policy 3.2. Incorporate climate change adaptation into relevant plans and standards.

Action 3.2.1. Develop a Guidance Project Checklist.

Action 3.2.2. Incorporate Climate Change Adaptation into Local Plans.

Action 3.2.3. Update Shoreline Management Plan.

Action 3.2.4. Multi-Jurisdictional Hazard Mitigation Plan.

Forum: Adaptation Strategies for Infrastructure Resilience

- Did we miss anything?
- Which policies and actions should be prioritized for Infrastructure Resilience?

Forum: Adaptation Strategies for Infrastructure Resilience

Mural

Greenhouse Gas Reduction Policies for the Built Environment

Goal 1/3: Increase Energy Efficiency in Existing Residential and Commercial Units

- Energy Efficiency education and recognition in the residential and commercial sectors.
- Increase participation in energy efficiency programs.
- Home / Business Energy Evaluations.
- Residential home / Commercial energy renovations.
  - Promote participation in green building programs.
  - Provide incentives to homeowners / businesses to convert to electrification.
  - Streamline the permitting process for energy efficiency retrofits.
  - Require green building programs for large commercial renovations

Greenhouse Gas Reduction Policies for the Built Environment

Goal 2/4: Increase Energy Efficiency in New Residential / Commercial Units

- Educate City staff and the community on future Title 24 compliance.
- Promote Tier 1 and Tier 2 Green Building Standards.
- Incentivize electrification in new residential/commercial units.
- Streamline the permitting process for Tier 1 and Tier 2 Green Building applications

Goal 9: Increase Clean Energy Use

- Incentivize solar panel installation for residential and small commercial.
- Promote energy storage systems installation with solar panels.
- Require large commercial renovations to install solar panels.
- Encourage residents and businesses to participate in the 3CE 100 percent renewable Program.

Forum: Greenhouse Gas Reduction Policies for the Built Environment

- Did we miss anything?
- Which policies and actions should be prioritized?

Forum: Greenhouse Gas Reduction Policies for the Built Environment

Mural

Greenhouse Gas Reduction Policies

Goal 5: Energy Efficiency Through Water Conservation

- Exceed State Water Efficiency Standards.
- Recycled water for certain types of commercial and multi-family landscaping.
- Grey Water Systems.
- Promote rainwater harvesting.

Goal 6: Decrease Energy Demand by Reducing the Heat Island Effect.

- Maintain the health of the Urban Forest Canopy.
- Modify codes to allow light reflecting surfaces on rooftops (cool roofs).
- Where feasible, use cool pavement options when repaving roadways.

Greenhouse Gas Reduction Policies

Goal 7: Decrease GHG Emission By Reducing VMT.

- Develop Bicycle Master Plan.
- Ride Sharing and Bike to Work Programs.
- Electric Vehicle Infrastructure.
- Neighborhood Electric Vehicles (NEV) and NEV Shuttles.
- Shuttle service between the Monterey Airport and destinations in the City.

Goal 8: Reduce Solid Waste

- Promote Zero Waste events.
- Promote home composting.
- Promote reusable containers rather than recyclables.
- Educate the community on use of City provided containers.

Forum: Greenhouse Gas Reduction Policies

- Did we miss anything?
- Which policies and actions should be prioritized?

Forum: Greenhouse Gas Reduction Policies

Mural

Next Steps

- Refine Strategy Tables based on feedback from the Workshop
- Develop cost ranges and implementation timelines, and identify primary implementation parties
- Finalize Climate Adaptation and Action Plans

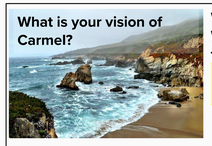
CITY OF CARMEL-BY-THE-SEA

Thank you for participating!

Contact for comments:
amartelet@ci.carmel.ca.us

Appendix C
Outreach

Interactive Activity Results from November 18, 2021, Public Workshop



What is your vision of Carmel?

What aspects of Carmel help the community's resilience? What actions have the city and constituents taken to reduce their impact and adapt to climate change?

- Safety during weather events.
- Equity/vulnerable community risk
- Vision associated with each asset
- What are the top priorities around assets. What are the costs associated with them?
- Non action is WAY more expensive

What does a resilient Carmel community look like? What outcomes are we hoping to achieve?

Goal 1. A Healthy, Safe, and Resilient Community

Policy 1.1. Provide effective emergency preparedness and response in anticipation of potential climate-related disasters.

- Maintaining and updating the evacuation plan should be higher in the priority list.
- Fire and the elderly are a high priority
- I think creating a comprehensive plan for the elderly community would be a priority
- The Fossils community certification seem like a great opportunity for Carmel because the town is so small and its overlap with the Fossils certification would be awesome!
- Presentation on this. Very interesting.
- Provide adaption to keep the urban forest healthy
- 11.8 and .9... Why limit to high fire severity zones, make it Citywide.
- Consistent building code
- Permit streamlining for high performing projects.

Policy 1.2. Focus adaptation efforts and engagement on the most vulnerable populations.

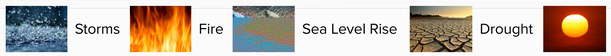
- Connecting the plans and implementing them.
- The residents that care about protection, versus what to go and/or get info. The residents that aren't care about protection, how do we engage with (retiree/ vacation rental/ home owners)
- Second home owners hard to reach
- Social media, public workshops
- Neighborhood Organizations
- Update codes to match and not conflict with CA codes. (Fire for example)
- Wine and Dine approach! Have some parties to reach the community.

Policy 1.3. Minimize health impacts of climate change.

- Make it clear why electrification is an adaptation issue.
- More specific actions under the policies
- Clear and implementable actions
- More SMART goals
- The youth center as a resilience location. Water treatment, elderly communities.
- Health impacts of natural gas combustion
- What does educate the community mean?
- Smaller steps that add up to larger actions (more detail)

Policy 1.4. Increase Economic Resilience

Goal 2. A Natural Environment Resilient to Climate Hazards



Policy 2.1. Protect and restore climate-vulnerable habitat and ecosystems.

- Not able to hire shoreline engineer (beach sand analysis)
- Add action to hire a shoreline engineer to better understand issues / Opportunities
- Consider hiring a grant writer to gain additional funding.
- Might be an action to add.
- Make a distinction between parks and urban forest?
- Urban forest is not the same as parks
- Pescadero Canyon as a fire safety issue
- Add "urban" to 2.1.2
- Improved parklands vs. forests
- habitat value, corridors
- For forest resilience, maybe reach out to CSUMB to conduct an analysis on the current state of the forest?
- Urban forest is important to town.
- What does that look like?
- Forest and Beach commission
- Hill Park is in desperate need for major renovation work. *I'd never take children there.*
- Not controlled burns in Carmel! But in Del Monte Forest and Jacks Peak.

Goal 3. Resilient Infrastructure and Built Environment

Policy 3.1. Support greater resilience, redundancy, and reliability of local and regional infrastructure and the built environment.

- I'm almost positive that dual plumbing is to code. It's a requirement for structure to reuse (a graywater for toilet flushing and irrigation. If I understand that correctly.
- Intelligent landscaping design can definitely reduce water runoff
- Do not think Carmel city code allows graywater?
- CA allows washing machine graywater only. I believe without a permit as well.

Policy 3.2. Incorporate climate change adaptation into relevant plans and standards.

Climate Mitigation

Goal 1/3: Increase Energy Efficiency in Existing Residential and Commercial Units

- Looking for ideas for personal actions community can take
- Housing stock will be around for quite a while and most of the housing stock came built a long time ago. Improvements can be made by increasing the efficiency of existing housing stock is crucial
- Synergies between energy efficiency and adaptation
- Ways to shift towards solar
- Heat pumps!
- Largest source of emissions. Hard to make mandatory
- How do we incentivize?
- Panel Upgrades as a major hurdle
- Under the new infrasturture Federal program monies are being funneled to both counties and cities if we stay on top of the rollout.
- Technological shifts (away from solar hot water towards electrification)
- Limit/eliminate natural gas hookups - Reach Codes (City of Berkeley Example)
- Title 24 is the lowest requirements. City should go above and beyond.

Goal 2/4: Increase Energy Efficiency in New Residential / Commercial Units

- Reach Codes. Santa Cruz as an example City.
- EV Ready Codes
- Battery storage ready
- Need to include remodels as well.
- Add to Alameda requirements recently in T.P.
- "REQUIRE"
- Thresholds for remodels?
- Hook to fire sprinkler requirement

Goal 9: Increase Clean Energy Use

Goal 5: Energy Efficiency Through Water Conservation

- hard to make storage tank pencil out, but greywater could be good
- dual plumbing code
- "Greywater ready"
- Need incentives
- Does carmel have non-potable water now? Purple pipe?

Goal 6: Decrease Energy Demand by Reducing the Heat Island Effect.

Goal 7: Decrease GHG Emission By Reducing VMT.

- EV chargers fits into rennovation well.
- Hotels as an important place for chargers.
- Public EV chargers are needed throughout town.
- Walking/biking villiage. Improve character.
- We will need public EV chargers. Ocean Ave., The Plaza and Sunset Center come to mind
- Need more VMT reduction policies
- Yes only two lanes on Ocean Ave. would be a great transition.
- Parking fees
- Reduce trips into town
- Bus use
- Free electric shuttles
- Shuttle services
- Bus passes
- More housing in town?
- worker housing near jobs?
- Drive only tourists
- Monterey Airport and Shuttle to town
- Take lanes away from cars and use for bikes/ ped.

Goal 8: Reduce Solid Waste

- Incentivize or require disassembly of buildings. (construction diversion requirements.)

Unnamed area
Unnamed area

What aspects of Carmel help the community's resilience? What actions have the city and constituents taken to reduce their impact and adapt to climate change?

Safety during weather events.

Equity/vulnerable community risk

Vision associated with each asset

What are the top priorities around assets. What are the costs associated with them?

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Unnamed area

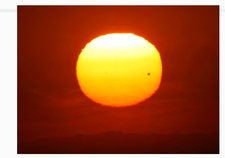
Goal 1. A Healthy, Safe, and Resilient Community

Storms

✔ Fire

Sea Level Rise

✔ Drought



Increased Temp

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Goal 2. A Natural Environment Resilient to Climate Hazards

Storms

Fire

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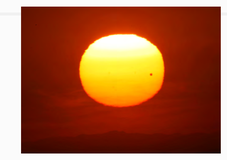

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Improved parklands vs. forests

habitat value, corridors

Urban forest is important to town.

What does that look like?

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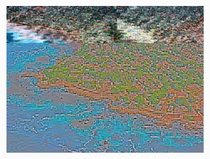
Goal 3. Resilient Infrastructure and Built Environment

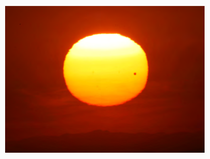
Storms

Fire



Sea Level Rise

Drought



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Unnamed area

Climate Mitigation

Goal 1/3: Increase Energy Efficiency in Existing Residential and Commercial Units

Looking for ideas for personal actions community can take

housing stock will be around for quite a while and most of the buildings were built a long time ago and are very energy hungry. So, increasing the efficiency of existing housing stock is crucial

Synergies between energy efficiency and adaptation

Ways to shift towards solar

Heat pumps!

Largest source of emissions. Hard to make mandatory

How do we incentivize?

Panel Upgrades as a major hurdle

Under the new infrasturture Federal program monies are being funneled to both counties and cities if we stay on top of the rollout.

Technological shifts (away from solar hot water towards electrification)

Limit/eliminate natural gas hookups - Reach Codes (City of Berkeley Example)

Title 24 is the lowest requirements. City should go above and beyond.

Goal 2/4: Increase Energy Efficiency in New Residential / Commercial Units

Reach Codes. Santa Cruz as an example City.

EV Ready Codes

Battery storage ready

Need to include remodels as well.

Adds to solar requirements (already in T24)

"REQUIRE"

Attachment 2 Thresholds for remodels?

Hook to fire sprinkler requirement

Goal 9: Increase Clean Energy Use

Goal 5: Energy Efficiency Through Water Conservation

hard to make storage tank pencil out, but greywater could be good

dual plumbing code

"Greywater ready"

Need incentives

Does carmel have non-potable water now? Purple pipe?

Goal 6: Decrease Energy Demand by Reducing the Heat Island Effect.

Goal 7: Decrease GHG Emission By Reducing VMT.

EV chargers fits into rennovation well.

Hotels as an important place for chargers.

Public EV chargers are needed throughout town.

Walking/biking villiage. Improve character.

We will need public EV chargers. Ocean Ave., The Plaza and Sunset Center come to mind

Need more VMT reduction policies

Yes only two lanes on Ocean Ave. would be a great transition.

Parking fees

Reduce trips into town

Driven by tourists

Bus use

Shuttle services

Free electric shuttles

Bus passes

More housing in town?

worker housing near jobs?

Monterey Airport and Shuttle to town

Take lanes away from cars and use for bikes/ ped.

Goal 8: Reduce Solid Waste

Incentivize or require disassembly of buildings. (construction diversion requirements.)

Appendix C
Outreach

Presentation Slide Deck from January 20, 2022, Climate Committee Meeting

RINCON CONSULTANTS, INC.

Environmental Scientists | Planners | Engineers

City of Carmel-by-the-Sea

Climate Adaptation Goals, Policies, and Actions

Climate Committee Meeting

Photo by Chris Leipelt on Unsplash

Agenda

- Progress to date
- Comments from 11/18/21 Public Workshop & how they were addressed
- Additions to the Adaptation Strategy
  - Timeframe, lead, costs
- Next Steps
- Questions/Discussion

Photo by anna breaux on Unsplash

Progress to Date

- Draft Adaptation Strategy developed (Aug)
- Updated Draft Adaptation Strategy based on Climate Committee comments (Sept/Oct)
- Revised Draft Adaptation Strategy shared at 11/18/21 public workshop
- Adaptation Strategy refined based on comments from public workshop
  - Timeframe, lead, and costs added to Adaptation Strategy

Photo by anna breaux on Unsplash

11/18/2021 Public Workshop Comment Categories

- Evacuation and senior residents
- Apply updated City Planning Guidelines and Development Standards citywide (not just in the VHFHSZ)
- Support for more partnerships in engagement efforts
- Need for a grant writer
- Desire for more specific actions
- Support for policies/actions already in place (e.g., evacuation, vulnerable communities, Firewise Community certification, and more)

Photo by Leon on Unsplash

Evacuation and Senior Residents

- A clear evacuation plan for seniors in the community was suggested.
- **Action 1.1.1** revised:
  - **Action 1.1.1. Maintain and Update Evacuation Plan.** Maintain and update an Evacuation Plan every 8 years at a minimum to account for all types of emergencies. The plan should focus on the most vulnerable groups including the elderly community.

Photo by Fabian Quintero on Unsplash

Planning Guidelines and Development Standards

- It was suggested that City Planning Guidelines and Development Standards apply citywide rather than only in the Very High Fire Hazard Severity Zone (VHFHSZ)
- Actions revised:
  - **Action 1.1.8. Update City Planning Guidelines.** Update the City's municipal code to maintain consistency with current California codes (California Building Code Chapter 7 and California Residential Code R337) throughout the City.
  - **Action 1.1.9. Development Standards.** Evaluate City's development standards for consistency with best practices for reducing wildfire risk for both new and existing development, including but not limited to incorporating defensible space design in landscaping guidelines.

More Partnerships for Engagement

- Many additional potential outreach partnerships and ideas for new outreach methods suggested.
- Examples of Actions revised:
  - **Action 1.1.3. Collaborate with Monterey Fire.** Collaborate with Monterey Fire on its inspection and outreach efforts to reduce fire risks. Continue to coordinate with the CERT program and reach out to new potential outreach partners such as local businesses, community groups, and utilities to help distribute information to increase resident and homeowner awareness and knowledge of how to prepare for emergencies.
  - **Action 1.2.3. Engage the Community.** Ensure the community knows about the resilience hub and how to access it by sharing updates across city and community channels. Partner with the CERT program and block captains, and community groups, to prioritize disadvantaged/marginalized communities including the elderly and individuals with disabilities.

Grant Writer

- Action added
  - **Action 1.4.4. Hire a Grant Writer.** Hire a grant writer to ensure implementation of the City's adaptation strategy.

Photo by Kaitlyn Baker on Unsplash

Desire for More Specific Actions

- Actions are specific while still leaving room to refine based on new information received during the implementation process.
- Specific examples of potential projects will be included under select actions in the Carmel Climate Change Adaptation Plan.

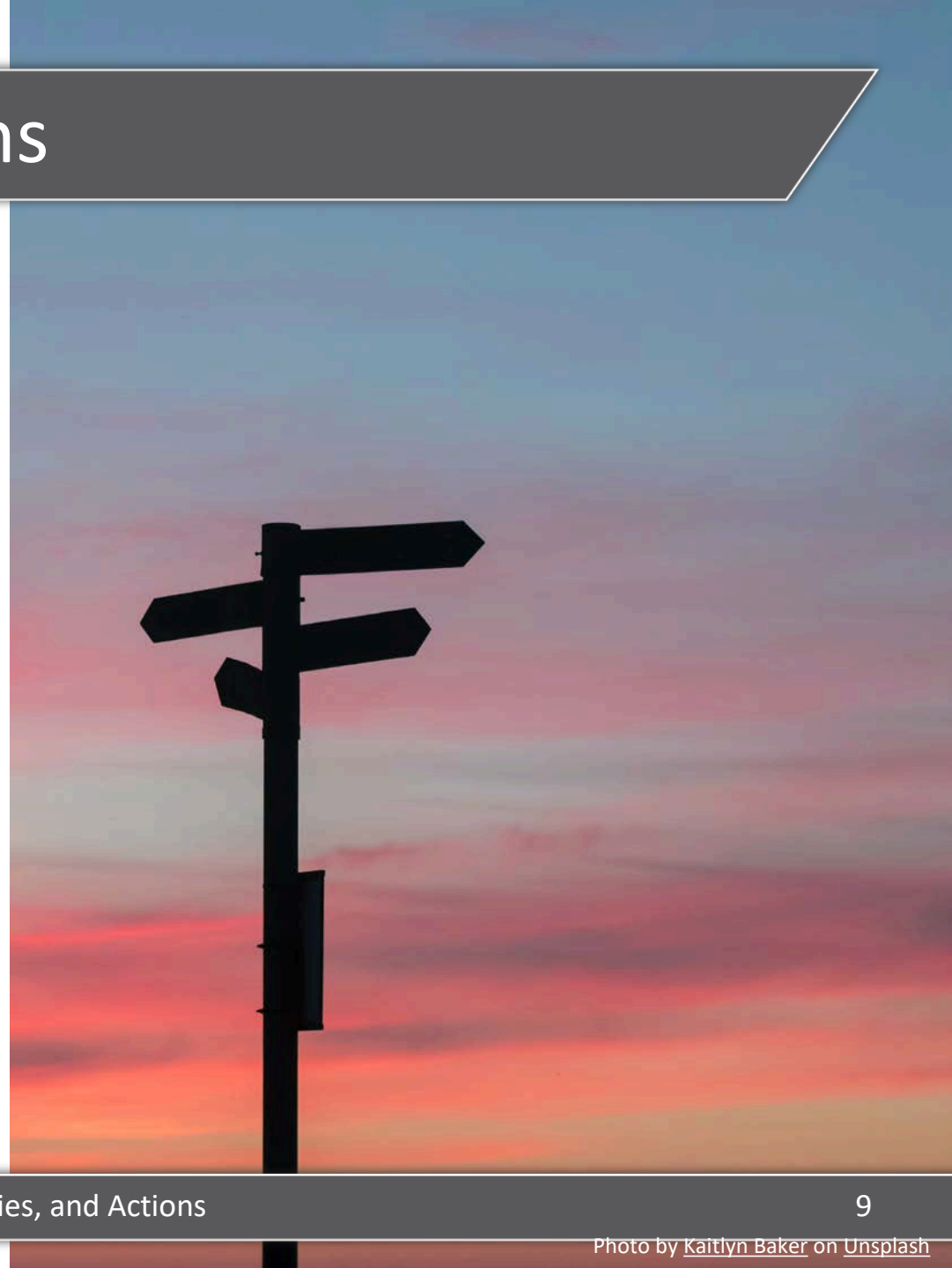


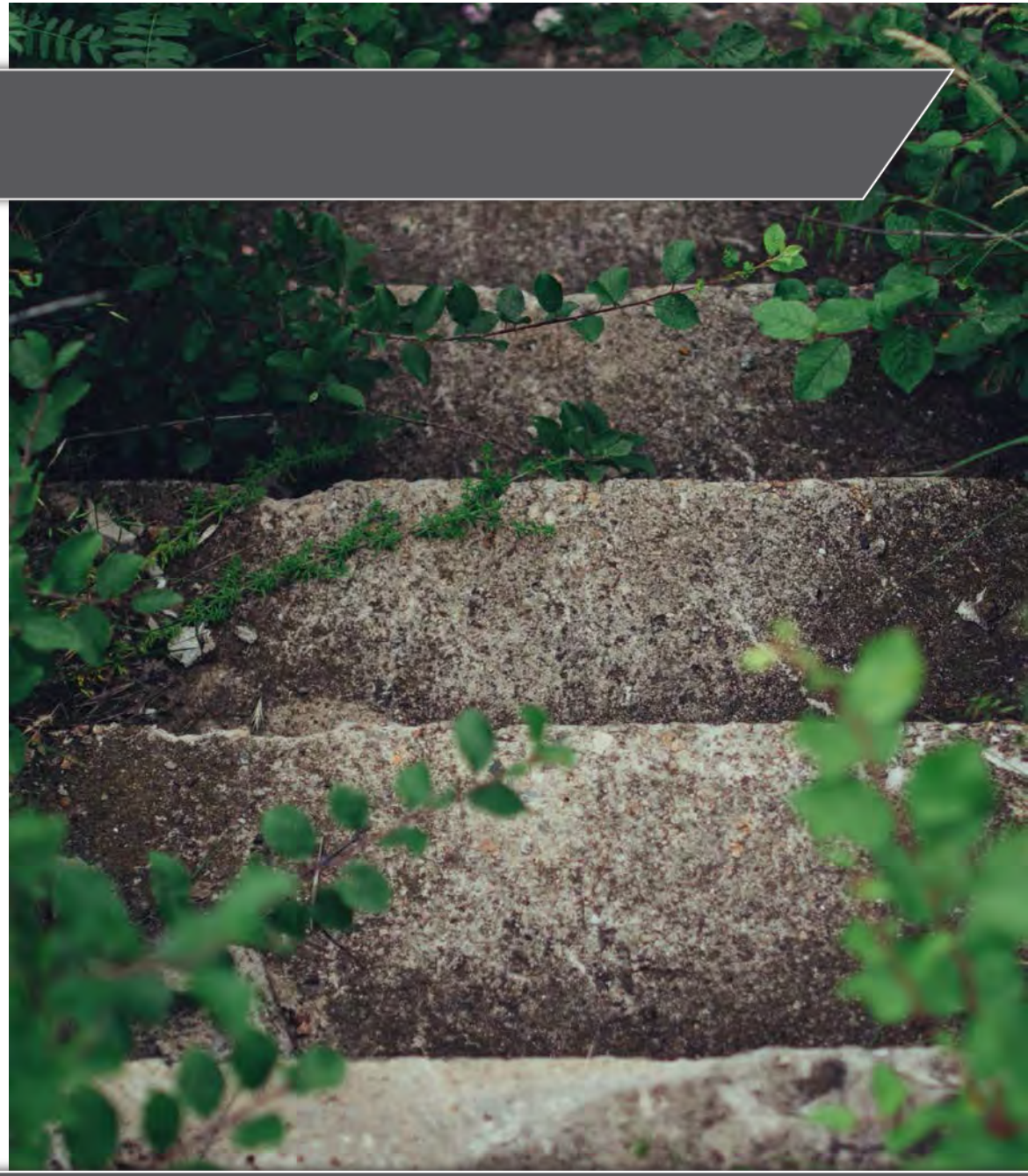
Photo by Kaitlyn Baker on Unsplash

Additions to the Adaptation Strategy

Timeframe	Potential Lead	Cost
Near-term (1-2 years); Mid-term (3-5 years); Long-term (5-10 years)		$-Low (<$50K); $$-Medium ($50K - $100K); $$$-High (>$100K)
Near-term and Ongoing	Police & Fire	$

Next Steps

- **Prepare** Adaptation Report January - February
- **Share** Adaptation Report with Climate Committee in March
- **Present** Adaptation Report to Commissions and City Council for feedback and approval April - May



Thank you for your time!

Questions?

Appendix C
Outreach

Response to Comments Received From September 2021 to January 2022

Commenter	Comment	Response
Scott Lonergan	Reducing polluted runoff from going into the Bay (even if just in the form of investigation). Might be able to use Rio Park as a settling pond to capture some urban runoff	**Added the following action:** **Action 3.1.3. Reduce Stormwater Runoff.** Reduce stormwater runoff through implementation of a stormwater diversion project to divert all dry weather flows and first flush runoff to the large sanitary sewer that runs along San Antonio Avenue, such that they can be directed to the Wastewater District.
Scott Lonergan	Electrification, how will these be reconciled with CAP, maybe adaptation plan is not the place for these sorts of actions.	**The electrification actions will remain in the list of potential adaptation strategies to share with the public, but it is noted that some Climate Committee Members would prefer to move these types of strategies to the Climate Action Plan.**
Scott Lonergan	3.2.2. consider including traffic congestion/pedestrian (add here or create new item)	**Updated policy below to include investigation of congestion issues in the event of an evacuation. Additional evacuation policies added. More transportation (including active and public transportation) will be included in the Climate Action Plan.** **Action 1.1.5. Evacuation Access.** Investigate potential congestion issues in the event of an evacuation and develop and maintain a list of residents who may have difficulty evacuating and provide evacuation options for residents with mobility challenges. **Action 1.1.6. Evaluate Evacutaion Route Capacity.** Evaluate evacuation route capacity, safety, and viability under a range of emergency scenarios and identify and implement mitigating actions. **Action 1.1.7. Evacuation Alternatives.** Develop and employ evacuation alternatives and/or alternative emergency access routes in neighborhoods that have single ingress/egress.
Scott Lonergan	2.1.2. including planning AND maintenance	**Added "maintenance" to action 2.1.2.** **Action 2.1.2. Increase Forest Resilience.** Update the Forest Management Plan to: 1. Review and consider modifications to the preferred urbanized tree species that would result in improved resilience in the context of the expected climate of the second half of the century, reduce wildfire hazard, and that takes into account aesthetics and the ecological benefits of natives or near-native (e.g. native species from the Southwestern US or Mexico would likely be preferred to European species). 2. Include planting and maintenance guidelines to improve tree health, particularly in the public right-of-way 3. Incorporate tree species that have greater drought and wildfire resistance 4. In addition to drought-tolerant landscaping, include landscaping guidelines that reduce wildfire hazard on private property. 5. Enhance carbon sequestration potential
Linda Smith + Scott Lonergan	Suggest re-writing Action 2.1.2. Action 2.1.2. Increase Forest Resilience. Update the Forest Management Plan to: 1. Review and consider modifications to the preferred urbanized tree species that would result in improved resilience in the context of the expected climate of the second half of the century, reduce wildfire hazard, and that takes into account aesthetics and the ecological benefits of natives or near-native e.g. native species from the Southwestern US or Mexico would likely be preferred to European species. 2. Include planting and maintenance guidelines to improve tree health particularly in the public right-of-way 3. In addition to drought-tolerant landscaping, include landscaping guidelines that reduce wildfire hazard on private property. 4. Enhance carbon sequestration potential	**Action 2.1.2. updated to reflected recommended changes.** **Action 2.1.2. Increase Forest Resilience.** Update the Forest Management Plan to: 1. Review and consider modifications to the preferred urbanized tree species that would result in improved resilience in the context of the expected climate of the second half of the century, reduce wildfire hazard, and that takes into account aesthetics and the ecological benefits of natives or near-native (e.g. native species from the Southwestern US or Mexico would likely be preferred to European species). 2. Include planting and maintenance guidelines to improve tree health, particularly in the public right-of-way 3. Incorporate tree species that have greater drought and wildfire resistance 4. In addition to drought-tolerant landscaping, include landscaping guidelines that reduce wildfire hazard on private property. 5. Enhance carbon sequestration potential
Salmeh Moghimi	Wood-burning smoke falls under the umbrella of supporting climate change and should be considered as it contributes to air pollution and GHG emissions	**Action 1.3.6., shown below, is maintained in the list of potential adaptation strategies to address the health risk of wood-burning fire places.** **Action 1.3.6. Electrify Fireplaces.** Explore the feasibility of incentivizing electric fire places and induction ranges for existing and new development. Develop outreach materials explaining the health, environmental, and potential cost benefits of switching to electric fire places and induction ranges.
Jeff Baron	Emission from wood smoke, is an environmental issue, but is not within the scope of the climate change committee. That's more likely to be the Planning commission, for one, and failing that, the city council, though the Forest and Beach commission does manage some (other) aspects of the environment. My fear is that if the climate committee begins to take on items that are outside of our specific purview, it will begin to dilute the strength of the climate change message that we are endeavoring to deliver.	**Action 1.3.6., shown below, is maintained in the list of potential adaptation strategies to address the health risk of wood-burning fire places. However, it is noted that Climate Committee members believe this is out of the scope of adaptation.** **Action 1.3.6. Electrify Fireplaces.** Explore the feasibility of incentivizing electric fire places and induction ranges for existing and new development. Develop outreach materials explaining the health, environmental, and potential cost benefits of switching to electric fire places and induction ranges.
John Hill	Action 1.1.7. add "neighborhoods within" before "Carmel-by-the-Sea	**Recommended changes made to Action 1.1.7. (now 1.1.10.)** **Action 1.1.10. Increase Resistance to Wildfire Structural Damage.** Evaluate the feasibility of gaining Firewise Community Certification in neighborhoods within Carmel-by-the-Sea.
John Hill	Action 1.3.2. Replacing cooling with "water heating and space heating" and heating with "cooling"	**Recommended changes made to Action 1.3.2.** **Action 1.3.2. Initiate a Heat Pump Retrofit Program.** Create a program to aid homeowners in converting to heat pumps, which provide water heating and space heating in addition to cooling and can improve indoor air quality.
John Hill	Action 1.3.4. add "reducing or" before eliminating and words like "incentivize" instead of require. Softer language would be better.	**Recommended changes made to Action 1.3.4.** **Action 1.3.4. Conduct a Feasibility Study for Existing Building Electrification.** Perform an electrification feasibility study/existing building analysis in order to understand the potential for, and associated costs of, electrification retrofitting, including heat pumps, on-site energy generation, and battery storage, in the City of Carmel-by-the-Sea and establish a plan for reducing or eliminating natural gas from existing buildings and building resilience to potential electrical grid shutoffs. **Recommended changes made to Action 3.2.5 from "require" to "provide incentives" (this is the only action that included the term "require") (now 3.1.5.)** **Action 3.1.5. Retrofit Existing Critical Buildings and Related Infrastructure.** Provide incentives to ensure that all first responder and municipal facilities are properly retrofitted for existing and future climate change hazards including sea-level rise related flooding and erosion, increased wind/storm events, an increase in high heat days, and/or wildfire depending upon location and risk factors.
John Hill	Action 1.3.6. add "and induction ranges" after electric fire places	**Recommended changes made to Action 1.3.6.** **Action 1.3.6. Electrify Fireplaces.** Explore the feasibility of incentivizing electric fire places and induction ranges for existing and new development. Develop outreach materials explaining the health, environmental, and potential cost benefits of switching to electric fire places and induction ranges.
John Hill	Action 2.1.1 add "for downtown and" before in the Mission Trail...	**Recommended changes made to Action 2.1.5. - made broader by saying designing projects in the city (rather than just downtown or Mission Trail).** **Action 2.1.5. Increase Resilience to Stronger Storms.** When designing projects in the city, including those recommended in the Mission Trail Stream Stability Study, size improvements to handle larger storms consistent with best available climate change projections.
John Hill	Action 2.1.4. Reword second sentence to: "Coordinate with CAL FIRE, Carmel, and the Monterey Fire Departments to..."	**Recommended changes made to Action 2.1.3.** **Action 2.1.3. Increase Resilience of the Mission Trail Nature Preserve.** Update the Mission Trail Nature Preserve Master Plan to consider the potential impacts of climate change and to reduce wildfire risk for neighboring private properties. Coordinate with CAL FIRE and the Monterey Fire Departments to incorporate Best Practices into an annual maintenance plan, including cost estimates for implementation and revenue sources for implementation.
John Hill	Action 3.1.1 (and maybe others) be clearer about whether we are talking about city owned buildings or all buildings (could provide incentives for residential and commercial buildings too.	**Action 3.1.1. removed as it was reduntant with 1.3.3.**
John Hill	3.1.2 and 3.1.4 are redundant - can combine	**Policies 3.1.2. and 3.1.4. combined. Now 3.1.1.** **Action 3.1.1. Underground Utilities in Fire Hazard Zones.** Determine the feasibility of undergrounding power lines in the Mission Trail Nature Preserve and designated evacuation routes.
Jeff Baron	Would like to see more details for each action.	**More details not added to action list but can be provided for select measures in the report development phase.**
Jeff Baron	Concerns with banning gas fire places	**Electrification actions are kept in the list of potential adaptation strategies sheet, but it has been noted that some Climate Committee members prefer not to include these types of actions in the adaptation report**
Jeff Baron	1.1.3. publicize evacuation routes, not evacuation plans, issues with publicizing plans because it all depends on the type of hazard/event what evacuation will be possible. Only 1 or 2 main way out, big issue here.	**Recommended changes made to Action 1.1.3. Policy was split up as shown below.** **Action 1.1.3. Publicize Local Evacuation Routes.** Publicize both City and Monterey County evacuation routes for the community, especially among the most vulnerable, in the event of a wildfire or other disaster. **Action 1.1.4. Maintain and Update Evacuation Plan.** Maintain and update an Evacuation Plan every 8 years at a minimum to account for all types of emergencies. **Evacuation concern addressed with new policy** **Action 1.1.5. Evacuation Access.** Investigate potential congestion issues in the event of an evacuation and develop and maintain a list of residents who may have difficulty evacuating and provide evacuation options for residents with mobility challenges. **Action 1.1.6. Evaluate Evacuation Route Capacity.** Evaluate evacuation route capacity, safety, and viability under a range of emergency scenarios and identify and implement mitigating actions. **Action 1.1.7. Evacuation Alternatives.** Develop and employ evacuation alternatives and/or alternative emergency access routes in neighborhoods that have single ingress/egress.
Jeff Baron	1.2 - more emphasis. Carmel foundation - serves the elderly	**Two new actions added to address vulnerable populations.** **Action 1.2.4. Social Support Network.** Collaborate with the Carmel Foundation and other community-based organizations to develop an inventory of locations with isolated seniors and people with disabilities and develop a plan for a social support network to increase resilience to climate change. **Action 1.2.5. Back-up Power for Vulnerable Populations.** Coordinate with 3CE, PG&E, and emergency management services to establish backup power and emergency grid shutdown protocols that protect the most vulnerable populations.
Jeff Baron	Goal 3 issue with water and sewer system, make sure city takes an active role. The City has one seat on water board and wastewater district elector - use these better. Evaluate Carmel's own drought risk/SLR rather than relying on these larger districts (CAWD etc.) Call out relationships in the plan.	**New action added related to wastewater treatment.** **Action 3.1.9. Wastewater Treatment.** Collaborate with the Carmel Area Wastewater District (CAWD) to increase the facility's resilience to sea level rise and stronger storms, and incentivize reduction of water use in the community and transitioning to reclaimed water use for irrigation. Maintain staff/council personnel as liaisons to CAWD.
Jeff Baron	Suggest moving Action 1.1.2, 1.1.5, 1.1.6, 1.1.7 (fire prevention strategies) to Goal 3, since Policy 1.1 says "... following a climate-related disaster"	**Fire prevention actions are maintained under Goal 1 and Policy 1.1. because these are related to emergency preparedness as well as response following a disaster. See updated Policy 1.1. language below.** **Policy 1.1.** Provide effective emergency preparedness and response in anticipation of potential climate-related disasters

Jeff Baron	Policy 1.3.4 belongs in the CAP, not this document (concern about access to enough power generation to be part of a micro-grid. More education needed before taking it further – concerns about batteries as well.)	**The electrification actions will remain in the list of potential adaptation strategies to share with the public, but it is noted that some Climate Committee Members would prefer to move these types of strategies to the Climate Action Plan.** **Modified Action 1.3.7. to address resilience concerns regarding power generation.** **Action 1.3.7. Identify Funding and Financing.** Work with partners like 3CE and PG&E to identify and promote potential resilience opportunities and accessible funding and financing mechanisms to pay for home electrification, weatherization, and battery backups.
Jeff Baron	Policy 1.3.6 also does not belong in this document	**The electrification actions will remain in the list of potential adaptation strategies to share with the public, but it is noted that some Climate Committee Members would prefer to move these types of strategies to the Climate Action Plan.**
Jeff Baron	Policy 1.4 - like this but it will be a sell - especially 1.4.1, and 1.4.2., and 1.4.3 (people that work in Carmel don't live in the City – needs more exploration of who is responsible – maybe not the City)	**Noted, this could be a good policy to focus more discussion around in the plan, and it will be important to identify a lead (likely not the City).**
Jeff Baron	Action 2.1.1 seems to refer to 2.1.4. Recommend keeping the policy unchanged, have the "overall funding action" first, and then three actions, one corresponding to MTNP, the urban forest, and the North Dunes. Consider adding one for the beach itself	**Actions were reorganized as recommended. A new action for Carmel Beach was not created, but two actions (previously 3.2.9, and 3.2.11) regarding Carmel Beach were moved to this section.** **Action 2.1.6. Beach Sand Monitoring Program.** Reinstate beach sand monitoring program described in the Shoreline Management Plan. **Action 2.1.7. Carmel Cove Sand Supply.** Reach out to local researchers (e.g., California State University Monterey Bay) or other sources to conduct Carmel Cove sand supply dynamics analysis.
Jeff Baron	Action 3.1.1. Encourage Energy Generation. Text seems to imply PV and other green systems, but that's biased towards green energy and implies discounting of generators, which probably have an important part in this action.	**Action 3.1.1. removed as it was redundant with 1.3.3.**
Jeff Baron	Action 3.1.2 - Updating the GP is not strong enough. "allocating monetary resources" is stronger, and probably belongs in more policies than just this one. Money should be more prominent in the report, I think, as should policies that require more than a simple GP update. In general, actions 3.1.2, 3.1.3, and 3.1.4, should refer to the same "type of thing" (like comment above about Action 2.1.1.) rather than being more	**Action 3.1.2 updated to include feasibility study, which would include cost. Reference to GP updates removed because it is too specific (and there are many more updates that will be required). In addition, Action 2.1.1. is to increase adaptation funding.** **Action 3.1.1. Underground Utilities in Fire Hazard Zones.** Determine the feasibility of undergrounding power lines in the Mission Trail Nature Preserve and designated evacuation routes. **Action 2.1.1. Increase Funding for Climate Adaptation.** Earmark Capital Improvement Program (CIP) funding for design, permitting, and implementation of adaptation projects, including stream stability study projects. Include strategies in the 2021 Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) and Integrated Regional Watershed Management Program (IRWMP) for potential regional funding.
Jeff Baron	Action 3.2.2. and 3.2.1 overlap. Both are good but overlap should be removed and actions more fleshed out.	**Actions combined to eliminate overlap and a new action to reduce stormwater runoff was developed.** **Action 3.1.2. Increase Green Infrastructure.** Modify CIP project design and review approach to consistently evaluate the potential for green infrastructure to be incorporated in CIP projects in the public right-of-way and on public lands. Identify and develop a green infrastructure pilot project that will reduce runoff volume and capture and infiltrate stormwater, based on projected changes in precipitation amounts due to climate change, and incorporates tree and shrub planting to increase carbon sequestration in the city. **Action 3.1.3. Reduce Stormwater Runoff.** Reduce stormwater runoff through implementation of a stormwater diversion project to divert all dry weather flows and first flush runoff to the large sanitary sewer that runs along San Antonio Avenue, such that they can be directed to the Wastewater District.
Jeff Baron	Action 3.2.3. and 3.2.4. closely related, might be better to have one action related to the storm drain, with a few sentences underneath it.	**Actions combined as recommended.** **Action 3.1.4. Storm Drain Repair Funding and Improvements.** Earmark Capital Improvement Program (CIP) funding for design, permitting and implementation of storm drain repairs. Include strategies in the 2021 Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) for potential regional funding. Upsize Storm Drain Master Plan (SDMP) improvements, especially when making repairs in the lower reaches of watersheds, to handle larger storms.
Jeff Baron	Action 3.2.9,3.2.10,3.2.1.., and 3.2.12, aren't "infrastructure" though 3.2.10 and 3.2.12 might be. Recommend moving these to the natural environment section, with a nod to the revetments etc. in the section of "infrastructure"	**Actions previously labeled 3.2.9 and 3.2.11 were moved to the natural environment section, the rest remain in the infrastructure section as they refer to coastal infrastructure.**
Jeff Baron	Don't see anything related to CAWD. Nor to regional roads (possible evacuation routes) or to regional electrical infrastructure or to waste management. Should be added.	**Actions related to CAWD, evacuation, and electrical infrastructure are included. Waste management actions should be included in the Climate Action Plan.** **Action 3.1.9. Wastewater Treatment.** Collaborate with the Carmel Area Wastewater District (CAWD) to increase the facility's resilience to sea level rise and stronger storms, and incentivize reduction of water use in the community and transitioning to reclaimed water use for irrigation. Maintain staff/council personnel as liaisons to CAWD. **Action 1.1.5. Evacuation Access.** Investigate potential congestion issues in the event of an evacuation and develop and maintain a list of residents who may have difficulty evacuating and provide evacuation options for residents with mobility challenges. **Action 1.1.6. Evaluate Evacutaion Route Capacity.** Evaluate evacuation route capacity, safety, and viability under a range of emergency scenarios and identify and implement mitigating actions. **Action 1.1.7. Evacuation Alternatives.** Develop and employ evacuation alternatives and/or alternative emergency access routes in neighborhoods that have single ingress/egress. **Action 3.1.1. Underground Utilities in Fire Hazard Zones.** Determine the feasibility of undergrounding power lines in the Mission Trail Nature Preserve and designated evacuation routes.
Jeff Baron	Would prefer if the policies and actions and goals more closely resembled the vulnerability matrix - it would be easier to track from that document to this one.	**The spreadsheet addresses all priority assets at risk identified in the vulnerability assessment (as described in the introduction tab of the adaptation strategy spreadsheet). At this stage, the policies, actions, and goals will not be reorganized given budget and timeline constraints, but can be organized differently for the report. To be discussed with the Committee.**
LaNette	Big jump – who's doing what?	**After the public workshop - a final list of adaptation actions will be developed and timeframe, lead agency/group, and cost will all be determined. The City will not be responsible for doing everything, but rather for coordinating with other agencies/groups.**
LaNette	1.4.1 workers – service workers are a huge asset to the City – no discussion currently on the impacts of climate change on them. Chamber of Commerce can be very helpful here.	**Chamber of Commerce added as potential lead for actions related to service workers (1.4.1., 1.4.2., 1.4.3.).**
LaNette	1.2. more on vulnerable populations	**Two new actions added to address vulnerable populations.** **Action 1.2.4. Social Support Network.** Collaborate with the Carmel Foundation and other community-based organizations to develop an inventory of locations with isolated seniors and people with disabilities and develop a plan for a social support network to increase resilience to climate change. **Action 1.2.5. Back-up Power for Vulnerable Populations.** Coordinate with 3CE, PG&E, and emergency management services to establish backup power and emergency grid shutdown protocols that protect the most vulnerable populations.
Carrie	Resilience Hub (Youth Center?) Police Chief could be a good resource, this might be a continuum, rather than a new action.	**Added the Youth Center to Action 1.2.1 (Establish a Resilience Hub).**
Carrie	Incentivize rather than mandate	**Mandate and require have been replaced with incentivize (Action 3.2.6.), and reduce was added to Action 1.3.4.** **Action 1.3.4. Conduct a Feasibility Study for Existing Building Electrification.** Perform an electrification feasibility study/existing building analysis in order to understand the potential for, and associated costs of, electrification retrofitting, including heat pumps, on-site energy generation, and battery storage, in the City of Carmel-by-the-Sea and establish a plan for reducing or eliminating natural gas from existing buildings and building resilience to potential electrical grid shutoffs. **Recommended changes made to Action 3.2.6 (now numbered 3.1.5.) from "require" to "provide incentives" (this is the only action that included the term "require")** **Action 3.1.5. Retrofit Existing Critical Buildings and Related Infrastructure.** Provide incentives to ensure that all first responder and municipal facilities are properly retrofitted for existing and future climate change hazards including sea-level rise related flooding and erosion, increased wind/storm events, an increase in high heat days, and/or wildfire depending upon location and risk factors.

Date	Commenter	Mode	Policy	Comment	Response
11/18/2021	Unknown	Workshop Mural	1.1	Maintaining and updating the evacuation plan should be higher in the priority list	Addressed. Moved to the top of the list.
11/18/2021	Unknown	Workshop Mural	1.1	Fire and the elderly are a high priority	General comment. No action required.
11/18/2021	Unknown	Workshop Mural	1.1	I think creating a clear evacuation plan for the elderly community would be a priority	Addressed by including more detail to Action 1.1.1: **Action 1.1.1. Maintain and Update Evacuation Plan.** Maintain and update an Evacuation Plan every 8 years at a minimum to account for all types of emergencies. The plan should focus on the most vulnerable groups including the elderly community.
11/18/2021	Unknown	Workshop Mural	1.1	The Firewise community certification seem like it might be very applicable in Carmel because the lots are so small and do overlap. Incentivizing that certification would be awesome!	General comment. No action required, action 1.1.10 addresses exploring the feasibility of and gaining firewise community certification.
11/18/2021	Unknown	Workshop Mural	1.1	Provide adaptation to keep the urban forest healthy	No action required. Adaptation to keep the urban forest healthy included: **Action 2.1.2. Increase Urban Forest Resilience.** Update the Forest Management Plan to: 1. Review and consider modifications to the preferred urbanized tree species that would result in improved resilience in the context of the expected climate of the second half of the century, reduce wildfire hazard, and that takes into account aesthetics and the ecological benefits of natives or near-native (e.g. native species from the Southwestern US or Mexico would likely be preferred to European species). 2. Include planting and maintenance guidelines to improve tree health, particularly in the public right-of-way 3. Incorporate tree species that have greater drought and wildfire resistance 4. In addition to drought-tolerant landscaping, include landscaping guidelines that reduce wildfire hazard on private property. 5. Enhance carbon sequestration potential Update of the Plan should include collaboration with stakeholders, such as the Monterey Pine Forest Watch and California State University, Monterey Bay.
11/18/2021	Unknown	Workshop Mural	1.1	1.1.8 and 1.1.9... why limit to high fire severity zones, make it citywide	Addressed. Updated to make the actions citywide. **Action 1.1.8. Update City Planning Guidelines.** Update the City's municipal code to maintain consistency with current California codes (California Building Code Chapter 7 and California Residential Code R337) throughout the City. **Action 1.1.9. Development Standards.** Evaluate City's development standards for consistency with best practices for reducing wildfire risk for both new and existing development, including but not limited to incorporating defensible space design in landscaping guidelines.
11/18/2021	Unknown	Workshop Mural	1.1	Consistent building code	General comment. No action required, action 1.1.9 addresses consistent codes.
11/18/2021	Unknown	Workshop Mural	1.1	Permit streamlining for high performing projects	This comment seems related to new construction - streamline permits for projects that meet GHG reduction/adaptation goals. Could be an option, but sometimes difficult to actually make permit process easier. Need to discuss feasbility with Planning.
11/18/2021	Unknown	Workshop Mural	1.2	Connecting the plans and implementing them	General comment. No action required. The City will ensure that plans are connected and implemented.
11/18/2021	Unknown	Workshop Mural	1.2	The residents that care about preparedness - know what to go and/or get info. The residents that don't care are the bigger challenge. engage with parttime/vacation rental home owners. Second home owners hard to reach. Social media, public workshops, home owner associations.	Addressed. Updated action below to include outreach to second home owners through community groups. **Action 1.1.3. Collaborate with Monterey Fire.** Collaborate with Monterey Fire on its inspection and outreach efforts to reduce fire risks. Continue to coordinate with the CERT program and reach out to new potential outreach partners such as local businesses, community groups, and utilities to help distribute information to increase resident and homeowner awareness and knowledge of how to prepare for emergencies.
11/18/2021	Unknown	Workshop Mural	1.2	Neighborhood organizations (support for engagement)	Addressed. Updated action 1.2.3 **Action 1.2.3. Engage the Community**. Ensure the community knows about the resilience hub and how to access it by sharing updates across city and community channels. Partner with the CERT program and block captains, and community groups, to prioritize disadvantaged/marginalized communities including the elderly and individuals with disabilities.
11/18/2021	Unknown	Workshop Mural	1.2	update codes to match and not conflict with CA codes (fire for example)	No action required. Action 1.1.9 addresses codes.
11/18/2021	Unknown	Workshop Mural	1.2	Wine and Dine approach, have some parties to reach the communities.	Addressed. Updated action below to include outreach with the support of restaurants and other community groups. **Action 1.1.3. Collaborate with Monterey Fire.** Collaborate with Monterey Fire on its inspection and outreach efforts to reduce fire risks. Coordinate with the CERT program, home owner associations, restaurants, and other community groups to help distribute information to increase resident and homeowner awareness and knowledge of how to prepare for emergencies.
11/18/2021	Unknown	Workshop Mural	1.3	Make it clear why electrification is an adaptation issue	No action needed. To be discussed in plan development (narrative).
11/18/2021	Unknown	Workshop Mural	1.3	Health impacts of natural gas combustion	No action needed. To be discussed in plan development (narrative).
11/18/2021	Unknown	Workshop Mural	1.3	More specific actions under the policies	General comment. No action required. Actions are as specific as feasible while leaving room to refine based on new information during implementation. Examples will be added to the Adaptation Strategy Report.
11/18/2021	Unknown	Workshop Mural	1.3	What does educate the community mean?	Addressed. Changed to "Engage the Community."
11/18/2021	Unknown	Workshop Mural	1.3	clear and implementable actions	General comment. No action required. The City will ensure the actions are clear and implementable.
11/18/2021	Unknown	Workshop Mural	1.3	Smaller steps that add up to larger actions (more detail)	General comment. No action required. Actions are as specific as feasible while leaving room to refine based on new information during implementation. Examples will be added to the Adaptation Strategy Report.
11/18/2021	Unknown	Workshop Mural	1.3	More SMART goals	No action required. Actions are where the specifics come into play (not the goals). Measurable actions will include metrics and general time-frame will be added and included in the plan.
11/18/2021	Unknown	Workshop Mural	1.3	The youth center as a resilience location. Water treatment, elderly communities	No action needed. Youth center called out as resilience location in action 1.2.1. Water treatment addressed in action 3.1.9. Elderly communities are addressed throughout actions under policy 1.1
11/18/2021	Unknown	Workshop Mural	2.1	Add action to hire a shoreline engineer to better understand issues/opportunities	Hiring a coastal engineer is addressed in the action below: **Action 3.1.8. Hire Coastal Engineer.** Hire coastal engineer with experience in planning for climate change to conduct: 1. Conduct research and prepare a Sea-Level Rise Vulnerability Study to further assess the risks to the city's coastal assets, including the beach, sea walls, revetments, bluffs, stairs and access, public bathrooms, parking areas, drainage infrastructure, and utilities. 2. Determine adaptation measures and Local Coastal Program policy options, including but not limited to:. a) Mostly natural, unarmored North Dunes area; b) mostly armored bluffs along Scenic Roach south of 8th Avenue; c) Unarmored dunes along private property between 8th Avenue and Del Mar Parking Lot; d) Armored private properties on the bluffs at the north end of the City (Pescadero Canyon area). 3. Evaluate feasibility and phasing, the use of thresholds for when different elements of these strategies are implement. For example, maintaining armory or other defenses up to a point, but then if a threshold is reached, embracing a new bluff line and different adaptive measure. Consider applying an adaptive pathways approach which establishes trigger thresholds for different adaptive measures based on the severity of the impact from flooding and erosion associated with sea-level rise.
11/18/2021	Unknown	Workshop Mural	2.1	Consider hiring a grant writer to gain additional funding (potential new action)	Addressed. Added the following action: **Action 1.4.4. Hire a Grant Writer.** Hire a grant writer to ensure implementation of the City's adaptation strategy.
11/18/2021	Unknown	Workshop Mural	2.1	Make a distinction between parks and urban forest? Urban forest is not the same as parks. Add "urban" to 2.1.2	Addressed. Added "urban" **Action 2.1.2. Increase Urban Forest Resilience.** Update the Forest Management Plan to: 1. Review and consider modifications to the preferred urbanized tree species that would result in improved resilience in the context of the expected climate of the second half of the century, reduce wildfire hazard, and that takes into account aesthetics and the ecological benefits of natives or near-native (e.g. native species from the Southwestern US or Mexico would likely be preferred to European species). 2. Include planting and maintenance guidelines to improve tree health, particularly in the public right-of-way 3. Incorporate tree species that have greater drought and wildfire resistance 4. In addition to drought-tolerant landscaping, include landscaping guidelines that reduce wildfire hazard on private property. 5. Enhance carbon sequestration potential Update of the Plan should include collaboration with stakeholders, such as the Monterey Pine Forest Watch and California State University, Monterey Bay.
11/18/2021	Unknown	Workshop Mural	2.1	Pescadero Canyon as a fire safety issue	General comment. No action needed. To be considered in narrative/implementation of the plan. This has been discussed at length and fire fuel reduction is already being conducted in the canyon to the extent feasible.
11/18/2021	Unknown	Workshop Mural	2.1	Improved parklands vs. forests - habitat value, corridors	No update needed. Addressed in actions 2.1.1. and 2.1.7.
11/18/2021	Unknown	Workshop Mural	2.1	For forest resilience, maybe reach out to CSUMB to conduct an analysis on the current state of the forest	Added CSUMB as potential collaborators: **Action 2.1.2. Increase Urban Forest Resilience.** Update the Forest Management Plan to: 1. Review and consider modifications to the preferred urbanized tree species that would result in improved resilience in the context of the expected climate of the second half of the century, reduce wildfire hazard, and that takes into account aesthetics and the ecological benefits of natives or near-native (e.g. native species from the Southwestern US or Mexico would likely be preferred to European species). 2. Include planting and maintenance guidelines to improve tree health, particularly in the public right-of-way 3. Incorporate tree species that have greater drought and wildfire resistance 4. In addition to drought-tolerant landscaping, include landscaping guidelines that reduce wildfire hazard on private property. 5. Enhance carbon sequestration potential Update of the Plan should include collaboration with stakeholders, such as the Monterey Pine Forest Watch and California State University, Monterey Bay.
11/18/2021	Unknown	Workshop Mural	2.1	Urban forest is important to town. What does that look like? Forest and beach commission	Urban forest addressed in action below: **Action 2.1.2. Increase Urban Forest Resilience.** Update the Forest Management Plan to: 1. Review and consider modifications to the preferred urbanized tree species that would result in improved resilience in the context of the expected climate of the second half of the century, reduce wildfire hazard, and that takes into account aesthetics and the ecological benefits of natives or near-native (e.g. native species from the Southwestern US or Mexico would likely be preferred to European species). 2. Include planting and maintenance guidelines to improve tree health, particularly in the public right-of-way 3. Incorporate tree species that have greater drought and wildfire resistance 4. In addition to drought-tolerant landscaping, include landscaping guidelines that reduce wildfire hazard on private property. 5. Enhance carbon sequestration potential Update of the Plan should include collaboration with stakeholders, such as the Monterey Pine Forest Watch and California State University, Monterey Bay.
11/18/2021	Unknown	Workshop Mural	2.1	Hill Park is in desperate need for major renovation work. I'd never take children there	No action necessary. Though Forest Hill Park could use renovation - it is not directly connected to adaptation.
11/18/2021	Unknown	Workshop Mural	2.1	No controlled burns in Carmel! But in Del Monte Forest and Jacks Peak.	General comment. No action required (the strategy does not mention controlled burns in the City.

11/18/2021	Unknown	Workshop Mural	3.1	I'm almost positive that dual plumbing is to code now, which enables a structure to reuse its greywater for toilet flushing and irrigation, if I understand that correctly. Do not think Carmel City code allows graywater. CA allows washing machine graywater only. I believe without a permit as well. Intelligent landscaping design can definitely reduce water runoff	Dual plumbing is a voluntary measure for non-residential uses when non-potable water is availabe. Greywater for washing machines is also allowed as a voluntary measure for residential. Both included in Calgreen (CA Building Code). The City code is silent on greywater.
9/23/2021	Jill Petker	Email		1.1.6 Defensible Space: I think we should get serious about this. No one is going to be able to have 100 feet of defensible space — there would be almost no trees in the city. But certainly within the first 5 or maybe 20 feet, I think we should let homeowners remove trees even if they don't meet the current size criteria. I wouldn't go so far as to require the removal of plants within the first 5-20 feet, but I don't think the city should stop anyone who wants to. This is related to 2.1.2, point 4. 1.3.4 Building Electrification: Just curious, why is it important to remove natural gas from buildings? Is this seen as a fire hazard, or is this just a recognition that eventually there may be no more natural gas supplies (at least without fracking, which I'm vehemently opposed to). 3.1.2 Resilience of Utilities: I'm not sure what this strategy means. 3.2.2 Green Infrastructure: How do we reconcile planting more trees and shrubs with wildfire risk? I'm glad to see rain capture, gray water recycling, and what I think is water-permeable surfacing on the list. I'm also glad to see solar energy on the list, but why just for city buildings? Should we facilitate solar energy for private buildings? I haven't tried, so I don't know how difficult it is to get approval for solar panels.	Defensible space will be addressed as part of the plan implementation. Specifically, the action below addresses incorporating defensible space design in landscaping guidelines. **Action 1.1.9. Development Standards.** Evaluate City's development standards for consistency with best practices for reducing wildfire risk for both new and existing development, including but not limited to incorporating defensible space design in landscaping guidelines. Electrification - this was discussed in the meeting and will be addressed in the adaptation strategy narrative. Heat pump water heaters can use electricity from rooftop or community solar to heat water and store it for over 24 hours, while modern gas water heaters (required by A building code in new homes with gas) require electricity to operate, as well as a functioning gas system, and will not work during gas or eletric outages. Heat pumps offer the most efficient heating and cooling systems, in one, which gas furnaces can't offer (it is also more expensive to have two separte systems (heating + cooling) instead of one. Induction cooking also helps in heat waves as it does not heat up the whole room/house, but only the bottom of the pot/pan directly using magnts (not flames). This is twice as efficient as gas. Storms and other manifestations of cliamte change are expected to be catastrophic to California's gas infrastructure. The gas system take 30 times longer to restore than the electric system after natural disasters. (https://www.sierraclub.org/articles/2019/10/electrification-for-climate-resiliency) 3.1.2. Updated the wording slightly to increase clarity **Action 3.1.2. Increase Green Infrastructure.** Modify Capital Improvement Program (CIP) project design to consistently evaluate the potential for green infrastructure to be incorporated in CIP projects in the public right-of-way and on public lands. Identify and develop a green infrastructure pilot project that will reduce runoff volume and capture and infiltrate stormwater, based on projected changes in precipitation amounts due to climate change, and incorporates tree and shrub planting to increase carbon sequestration in the city. Reconciling planting trees and shrubs with wildfire risk to be addressed as part of implementation for action 2.1.2 **Action 2.1.2. Increase Urban Forest Resilience.** Update the Forest Management Plan to: 1. Review and consider modifications to the preferred urbanized tree species that would result in improved resilience in the context of the expected climate of the second half of the century, reduce wildfire hazard, and that takes into account aesthetics
9/23/2021	Fran Vardamis	CRA meeting		Wouldn't burying the electric lines be a big step in avoiding fires and blackouts during inevitable climate-change disasters. An urban forest with electric/communication wires strung among the vulnerable trees is a recipe for eventual disaster, both from downed lines sparking and from blackouts. Buried wires is something the city can and should do	No action required. Undergrounding utilities is included in action 3.1.1
9/23/2021	Nancy Twomey	CRA meeting		What about addressing water quality and litter as part of storm drain upgrades?	No action required. Water quality and trash capture are already addressed in the City's stormwater program and ASBS requirements. Projects to reduce stormwater quality impacts are in the City's Storm Drain Master Plan.
9/23/2021		CRA meeting		Support for burying power lines and wondering how feasible it is.	No action required. Undergrounding utilities is included in action 3.1.1, where feasibility will be explored
9/23/2021	Wanda Vollmer	CRA meeting		Regarding the power lines, I volunteer San Carlos street as test street. :)	No action required. Undergrounding utilities is included in action 3.1.1
9/23/2021	Susan Bjerre	CRA meeting		Does PG&E have any motivation to contribute to the cost of burying power lines?	No action required. Undergrounding utilities is included in action 3.1.1, where feasibility (including potential funding) will be explored. Yes, PG&E does have motivation to underground utilities.
9/23/2021		CRA meeting		Might the City conduct a survey of Carmel homeowners to gauge interest in burying power lines?	Addressed. Action 3.1.1 updated: **Action 3.1.1. Underground Utilities in Fire Hazard Zones.** Determine the feasibility of, and community support for, undergrounding power lines in the Mission Trail Nature Preserve and designated evacuation routes.
9/24/2021	Salmeh Moghimi	Email		Dear Jeff, Thanks again for this environmental gathering and discussing the issues that are so relevant to climate change and our town. I am however confused that regulating wood-burning smoke does not fall under this umbrella of supporting climate change. I believe the pollution from the smoke that gets into our atmosphere in town especially when we have these devastating fires that are also creating smoke is an environmental issue. Also the fact that Covid is a respiratory disease, cleaner air is better for everyone. We all know wood-burning smoke is toxic and that's been already addressed. So when we speak about adapting and changing our ways, I feel it starts with things we as individual Carmel residents can do too. Carmel's landscape of homes are very close to one another for this kind of activity to be left without any kind of regulation. Being part of the environmental committee, I hope you consider this. You we're kind enough to mention that I can raise this concern to another panel of people. Can you please let me know who they are.	No action required. Wood burning smoke/natural gas issues addressed in action 1.3.4 and 1.3.6.
10/15/2021	Michael DeLapa	Email		If Carmel is similar to other cities in Monterey County whose greenhouse gas inventories we've examined — and of course we would need to look a lot closer at Carmel's actual data to know for sure — the City's three most important climate mitigation strategies are: 1) Transportation policies that facilitate transition from gas cars to EVs; 2) Building policies that facilitate transition from natural gas to electric (appliances, heating, etc.) in both commercial and residential buildings 3) Land use policies that support infill, upzoning, and mixed use to facilitate walking, biking, and public transportation (buses).	No action required. This is a mitigation comment.
11/15/2021	Georgina Armstrong	Email		I'm particularly pleased that the bluffs are now getting the attention they deserve. I used to say that, while many of the non-profits were "Friends of….." there were no "Friends of the Bluffs" for obvious reasons - the hazard is too great for resident volunteers. The bluffs are the workhorses of shoreline protection, and Carmel depends upon their resiliency in the era of climate change. I'm glad that the suggestion is for the Forest and Shoreline Management Plans to be updated, and I hope that new plans become better integrated into the day-to-day operations of the City than the first emanations. I know that Mayor Potter believes that too much money is spent on studies that end up collecting dust on shelves, but if they are incorporated into the everyday structure of staff responsibilities, they can make a difference in future outcomes. They can also save the City a lot of money, since getting it right today is much cheaper than paying to get it done tomorrow. I remember being impressed with how the Santa Cruz Climate Action Plan was woven into everything that every department brought to the City Council or to the commissions in their department reports and recommendations which made the likelihood of success much higher. I know that grant applications are onerous when the City is short-staffed, but it seems that it will be crucial that funding sources be identified and used if the huge price tag on protecting Carmel from climate change vulnerabilities is to be achieved. In looking at creating defensible space which is probably the greatest challenge of all in Carmel where roofs come within 3' to 5' of touching, and buildings are about 10-15' apart, I think that accessing the big pockets of the Grants Clearinghouse's federally-funded grant program that the California Fire Safe Council maintains might go a long way to help reassure people that action on climate adaptation challenges in at least the high risk fire hazard zone is feasible since the City's budget is always so tight and staffing so limited. With an ignition zone of 5' being a real issue in Carmel in keeping an adequate clearance around buildings, the 30' defense zone is daunting. There are, of course, so many residents who have decks and stairs that are attached to their homes, and with so many properties being second homes, outside maintenance often leaves much to be desired.	Mostly general (implementation) comments that do not require action. Funding will be addressed in the plan (narrative). Added a new action about hiring a grant writer: **Action 1.4.4. Hire a Grant Writer.** Hire a grant writer to ensure implementation of the City's adaptation strategy.
11/22/2021	Nikki Nedeff	Email		My only suggestion about the proposed update to the Forest Management Plan is to recommend that substitute species not have to potential to invade into Monterey Pine Forest habitat. For example, in an effort to plant what seemed like a good idea at the time, Torrey pines were planted by Caltrans along Highway 1 in Marina, and also at Rancho Canada golf course years ago. Torrey pines are now aggressively colonizing rare Maritime Chaparral habitat in Marina and have jumped Carmel Valley Road and are invading the native pine forest below Jacks Peak. Who knew this would be a problem?!	No action required. This is more of an implementation comment (very detailed). See row below for details on inclusion of explicit collaboration with stakeholder groups such as MPFW during update of the Forest Management Plan.
11/18/2021	Joyce Stevens	Email		Mr. Chairman and Members of the City of Carmel by the Sea Climate Committee: I'm Joyce Stevens, a founding member and past president of Monterey Pine Forest Watch. Our group came together in 1992 in order to facilitate better understanding of our beautiful native Monterey Pine Forest, in the face of increasing threats from development. Not only does our local forest give the Peninsula its fundamental character, but it has long been of interest to a worldwide industry of forest products based on Monterey Pine, as it serves as the most important genetic repository for this industry. Huge development projects were in the works and the threat of pitch canker reared its ugly head right after we formed our group. As you may know there are only 5 populations of native Monterey Pines in the world…3 on the coast of California and 2 on two small islands off the coast of Baja California. Our forest is the oldest of the California stands. It is the largest and also the most impacted by human activity. In concert with the California Native Plant Society and the California Department of Fish and Game, we sponsored a scientific ecological assessment of the Peninsula forest and put on two symposia to highlight its findings and to take a look at the threat of pitch canker and it's implication for the native forest. Fortunately our forest has done what natural systems do best. It has developed resistance on its own to this fungal disease and the consequences for the native forest have been blessedly inconsequential. As the Climate Committee and Carmel authorities grapple with the threat of Climate Change on Carmel and its urbanized Monterey Pine forest, we hope you will include our group and use it as a resource. Carmel's forest is in special category, as Carmel was the only municipality locally to embrace it at its inception. In fact its visionary founders and residents were intent upon preserving it and living in harmony with the beautiful forest. And Carmel can play an important role in safeguarding the local native forest which surrounds it. We have accumulated an enormous amount of scientific information during our most active period and are proud to have contributed to the preservation of over 1200 acres of native forest habitat, most lately at Aguajito. And we published a book in 2011 entitled Coastal California's Living Legacy, The Monterey Pine Forest. We want to be involved and share our experience, insights and information with you because we love our beautiful Monterey Pines and all the life they support! Sincerely, Joyce Stevens	Updated action 2.1.2 to include explicit collaboration with stakeholder groups such as MPFW. **Action 2.1.2. Increase Urban Forest Resilience.** Update the Forest Management Plan to: 1. Review and consider modifications to the preferred urbanized tree species that would result in improved resilience in the context of the expected climate of the second half of the century, reduce wildfire hazard, and that takes into account aesthetics and the ecological benefits of natives or near-native (e.g. native species from the Southwestern US or Mexico would likely be preferred to European species). 2. Include planting and maintenance guidelines to improve tree health, particularly in the public right-of-way 3. Incorporate tree species that have greater drought and wildfire resistance 4. In addition to drought-tolerant landscaping, include landscaping guidelines that reduce wildfire hazard on private property. 5. Enhance carbon sequestration potential Update of the Plan should include collaboration with stakeholders, such as the Monterey Pine Forest Watch and California State University, Monterey Bay.

City of Carmel-by-the-Sea Potential Adaptation Strategies

Background

Carmel-by-the-Sea (City) is currently experiencing, and will continue to experience, climate change impacts, including stronger storms, increased wildfire risk, sea level rise, extended drought conditions, and increased temperature. The City developed a Climate Adaptation Plan to increase resilience of the community and assets in Carmel-by-the-Sea. In September 2019, a Climate Committee was convened to develop and guide the preparation of the Climate Adaptation Plan. The City published a Climate Change Vulnerability Assessment in July 2021. The Vulnerability Assessment characterizes climate hazards that will impact the community and City-owned assets, describes the community's major climate vulnerabilities, and identifies work that has already been done by the City to improve resilience.

This workbook provides the City's Climate Adatpation Goals, Policies and Actions to take to improve the resilience of its community members, natural environment, infrastructure and built environment. The adaptation goals, policies, and actions were developed to address all priority assets at risk in the City's Vulnerability Assessment. The **All Goals, Policies & Actions** tab shows all adaptation goals, policies and actions developed. The **Near-Term**, **Mid-Term**, and **Long-Term** tabs provides actions to be completed in the near term, mid-term, and long-term, respectively (organized by goal and policy) to support implementation.

Definitions

Goals: Broad statements describing community desires. The Carmel-by-the-Sea adaptation goals are modeled after the Adaptation Vision and Principles developed by the California Governor's Office of Planning and Research (OPR) Integrated Climate Adaptation & Resiliency Program (ICARP). Each goal is focused on increasing the resilience of one of the following broad asset categories: community, natural assets, and infrastructure and the built environment.

Policies: Specific position statements that support the achievement of goals and serve as guides to City Council, Planning Commission, and city staff, when making decisions.

Actions: Specific methods to implement and achieve policies and goals.

Appendix D
Implementation Tracking Tool

City of Carmel-by-the-Sea Potential Adaptation Strategies

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City of Carmel-by-the-Sea Adaptation Strategies

Goal/Policy/Action	Climate Hazard	Asset	Metric	Timeframe	Implementation Lead	Cost	Source
Goal 1. A Healthy, Safe, and Resilient Community							
Policy 1.1. Provide effective emergency preparedness and response in anticipation of potential climate-related disasters				Near-term (1-2 years); Mid-term (3-5 years); Long-term (5-10 years)		$-Low (<$50K); $$-Medium ($50K - $100K); $$$-High (>$100K)	Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies
Action 1.1.1. Maintain and Update Evacuation Plan. Maintain and update an Evacuation Plan every 8 years at a minimum to account for all types of emergencies. The plan should focus on the most vulnerable groups including the elderly community and persons with disabilities.	All	Elderly Population and People with Disabilities, Residents, Service Industry Workers	Evacuation Plan updated every 8 years, with the first update by 2023	Near-term (by 2024) and Ongoing	Police & Fire	$	Suggested by Climate Committee Members
Action 1.1.2. Update Emergency Preparedness. Incorporate climate change risk and impact considerations into Carmel-by-the-Sea CERT programming and materials to promote emergency preparedness at a neighborhood block-by-block scale. CERT to promote block-by-block scale emergency preparedness by organizing City by blocks and recruiting Block Captains.	All	Residents, Local Businesses, Second Homes	Number of block captains formed, climate change risk incorporated into	Near-term (by 2024)	Police & Fire	$	Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions
Action 1.1.3. Collaborate with Monterey Fire. Collaborate with Monterey Fire on its inspection and outreach efforts to reduce fire risks. Continue to coordinate with the CERT program and reach out to new potential outreach partners such as local businesses, community groups, and utilities to help distribute information to increase resident and homeowner awareness and knowledge of how to prepare for emergencies.	Wildfire	Residents, Local Businesses, Second Homes	Number of meetings held with Monterey Fire and CERT program; educational materials distributed	Near-term (by 2024)	Police & Fire	$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)
Action 1.1.4. Publicize Local Evacuation Routes. Publicize both City and Monterey County evacuation routes for the community on the City's website, and in the newsletter and brochures. Target additional outreach to the most vulnerable such as the elderly and people with disabilities in the event of a wildfire or other disaster.	All	Elderly Population and People with Disabilities, Residents	Educational materials distributed	Near-term (by 2024)	Police & Fire	$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)
Action 1.1.5. Evaluate Evacuation Route Capacity. Evaluate evacuation route capacity, safety, and viability under a range of emergency scenarios and identify and implement mitigating actions in 2022, in accordance with Assembly Bill 747.	All	Elderly Population and People with Disabilities, Residents, Service Industry Workers	Analysis evaluating evacuation route capacity completed	Mid-term (by 2027)	Police & Fire	$$	Assembly Bill 747 Requirement
Action 1.1.6. Evacuation Alternatives and Access. Identify neighborhoods that have single ingress/egress, pursuant to Senate Bill 99, and develop and employ evacuation alternatives, such as a gathering facility, and/or alternative emergency access routes in those neighborhoods. Evaluate potential congestion issues in the event of an evacuation and develop and maintain a list of residents who may have difficulty evacuating. Evaluate options to provide evacuation, such as a shuttle service, for residents with mobility challenges.	All	Elderly Population and People with Disabilities, Residents, Service Industry Workers	Analysis identifying neighborhoods that have single ingress/ egress and evacuation alternatives completed; List of limited-mobility residents developed	Mid-term (by 2027)	Police & Fire	$$	Senate Bill 99 Requirement
Action 1.1.7. Develop Local Partnerships to Increase Resistance to Wildfire Structural Damage. Work with local community groups to publicize the Firewise Community Certification program (e.g., on the City website and in the newsletter and brochures) and encourage resident involvement.	Wildfire	Residents, Second Homes	Number of meetings held to publicize Firewise Community Certification	Mid-term (by 2027)	Police & Fire	$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)
Policy 1.2. Focus adaptation efforts and engagement on the most vulnerable populations.							Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies
Action 1.2.1. Establish a Resilience Hub. Formally designate a physical resilience hub, such as the Youth Center or Public Library, and make it available during extreme heat events, poor air quality, severe weather events, and other highly hazardous conditions for use by the community. Provide the following essential resources in the resilience hub(s): health programming and resources, food, refrigeration, charging stations, basic medical supplies, and other emergency supplies. Electrified heating and cooling paired with backup power sources like battery storage provides redundancy and continues services in the event of a power outage. Designate a virtual resilience hub on the City website where residents can access information about the physical resilience hub and resilience efforts.	All	Elderly Population and People with Disabilities, Residents, Service Industry Workers	Resilience Hub established; Existing facilities upgraded to provide all essential resources	Near-term (by 2024)	Public Works / Police & Fire / Library	$$	Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions
Action 1.2.2. Limit the Impacts of Climate Change on the Most Vulnerable Populations. Develop a framework to define equity in Carmel-by-the-Sea and develop adaptation approaches that are equitably implemented.	All	Elderly Population and People with Disabilities, Residents, Service Industry Workers	Carmel-by-the-Sea Equity Framework developed	Mid-term (by 2027)	Community Planning & Building	$	Inspired by the City of Berkeley Existing Building Electrification Strategy
Action 1.2.3. Engage the Community. Develop educational materials notifying the community about the resilience hub and how to access it by sharing updates across city and community channels. Partner with the CERT program and block captains, and community groups, to prioritize disadvantaged/marginalized communities including the elderly and individuals with disabilities.	All	Elderly Population and People with Disabilities, Residents, Service Industry Workers	Community engagement plan developed	Near-term (by 2024)	Library / City Hall / Police Department	$	Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions
Action 1.2.4. Social Support Network. Collaborate with the Carmel Foundation and other community-based organizations (e.g., Carmel Residents Association) to develop an inventory of locations with isolated elderly residents and people with disabilities and develop a plan for a social support network to increase resilience to climate change, for example by promoting home electrification.	All	Elderly Population and People with Disabilities	Social support network created; Inventory of locations created	Mid-term (by 2027)	Police Department / CERT / Community Planning & Building	$	Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions
Action 1.2.5. Back-up Power for Vulnerable Populations. Coordinate with 3CE, PG&E, and emergency management services to establish backup power and emergency grid shutdown protocols that protect the most vulnerable populations.	All	Elderly Population and People with Disabilities	Number of households with backup power established	Long-term (by 2032)	Police & Fire / Public Works	$$$	Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions
Policy 1.3. Minimize health impacts of climate change.							Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies
Action 1.3.1. Partner with Monterey County Health Department. Coordinate with Monterey County Health Department to develop and enhance disaster and emergency early warning systems to incorporate objective data and information for potential health threats such as heat-illness, and illnesses complicated by low air quality due to climate change hazards. Include information on early warning systems and other resilience efforts on the City's virtual resilience hub (Action 1.2.1.)	All	Elderly Population and People with Disabilities, Residents, Local Businesses, Service Industry Workers	Emergency early warning systems updated	Near-term (by 2024)	Police & Fire	$	Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions
Action 1.3.2. Initiate a Heat Pump Retrofit Program. Create a program to help fund property owners to convert HVAC units to heat pumps, which provide water heating and space heating in addition to cooling and can improve indoor air quality and community adaptation to extreme heat. Include a microgrid energy storage component to increase power reliability. Prioritize at-risk populations for retrofit incentives.	Wildfire, Increased Temperature	Elderly Population and People with Disabilities, Residents, Local Businesses, Service Industry Workers	Number of heat pumps installed; Number of heat pumps serving at risk residents	Mid-term (by 2027)	Community Planning & Building	$$	Inspired by the City of Berkeley Existing Building Electrification Strategy
Action 1.3.3. Invest in Improving Resilience in Critical Facilities. Invest in sustainable backup power sources to provide redundancy and continued services for critical facilities, including City Hall, Carmel Police Department, Carmel Fire Department, the Libraries, and assisted living facilities, in the event of a power outage triggered by a climate event.	All	Elderly Population and People with Disabilities, Residents	Number of critical facilities with sustainable backup power sources.	Mid-term (by2027)	Public Works	$$$	Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions

Action 1.3.4. Conduct a Feasibility Study for Existing Building Electrification and Back-up Power. Perform an electrification feasibility study/existing building analysis in order to understand the potential for, and associated costs of, electrification retrofitting, including heat pumps, along with on-site energy generation and battery storage to provide a more resilient back-up power supply. Establish a plan for reducing or eliminating natural gas from existing buildings, potentially through a reach code, and building resilience to potential electrical grid shutoffs.	Wildfire, Increased Temp	Elderly Population and People with Disabilities, Residents	Feasibility Study for Existing Building Electrification and Back-up Power completed	Mid-term (by 2027)	Public Works	$$	Inspired by the City of Berkeley Existing Building Electrification Strategy
Action 1.3.5. Improve Resilience in Existing Building Stock. Develop a program for identifying funding and incentives to weatherize residential and commercial buildings that addresses severe weather protection, energy efficiency, indoor air quality improvements, and other housing improvements. Include an outreach campaign as part of this program to advertise the benefits of weatherizing and electrifying buildings.	All	Elderly Population and People with Disabilities, Residents	Nubmer of retrofitted structures		Community Planning & Building		Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies (City of Placentia policy)
Action 1.3.6. Promote Funding Opportunities. Work with partners like 3CE and PG&E to identify and promote potential resilience opportunities and accessible funding and financing mechanisms to pay for building electrification, weatherization, and battery backups.	All	Elderly Population and People with Disabilities, Residents, Local Businesses	Funding identified and promoted to community; Number of projects initiated with incentives	Long-term (by 2032) Near-term (by 2024)	Community Planning and Building/Police and Fire/Public Works	$$ $	Passive House Principles Inspired by the City of Pacifica All-Electric Reach Code
Policy 1.4. Increase economic resilience.							Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions
Action 1.4.1. Develop Partnerhsips to Provide Support to Displaced Workers. Work in partnership with the Monterey County Workforce Development Board and the Carmel Chamber of Commerce to develop a plan to provide support for displaced workers that establishes education and training partnerships for workers displaced or workers negatively impacted by climate change or climate adaptation policies.	All	Service Industry Workers, Local Businesses	Commitment from business community to develop a plan to support displaced workers	Near-term (by 2024)	Community Planning & Building / City Hall	$$	Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies
Action 1.4.2. Establish Partnerships to Develop a Resilient Economy. Partner with the County of Monterey Economic Development Department, Carmel Chamber of Commerce, and the Monterey County Workforce Development Board, to develop more integrated strategies for protection of jobs, economic sustenance, and for the protection of vulnerable populations more at-risk of temporary or permanent job dislocation due to climate change.	All	Service Industry Workers, Local Businesses	Number of meetings held to develop strategies for job protection	Mid-term (by 2027)	Community Planning & Building / City Hall	$	Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies
Action 1.4.3. Business Resilience Outreach Program. Collaborate with businesses in the city to better understand shared climate risks and identify opportunities to advance shared climate resilience priorities. Partner with the Carmel Chamber of Commerce and Visit Carmel to pilot and implement a local business resilience initiative to build small business capacity before a time of crisis by increasing the awareness of, and preparedness for, business continuity risks faced by the city's local businesses, providing a toolkit of intervention to help local businesses manage risks and enhance business resilience, and conducting outreach campaigns to engage leaders from the business, government, and community sectors to enhance preparedness for economic resilience.	All	Service Industry Workers, Local Businesses	Toolkit of intervention developed to help support local businesses manage risks and enhance resilience	Near-term (by 2024)	Community Planning & Building / City Hall	$$	Adapted from Gateway Cities Climate Adaptation Model General Plan Language (December 2018)
Action 1.4.4. Hire a Grant Writer/Climate Coordinator. Hire a grant writer/Climate coordinator to pursue available grants to fund climate adaptation implementation and track progress.	All	All	Grant writer/climate coordinator hired	Near-term (by 2024)	City Hall	$$$	Suggested at the 11/18/2021 public meeting
Goal 2. A Natural Environment Resilient to Climate Hazards							
Policy 2.1. Protect and restore climate-vulnerable habitat and ecosystems.							Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions
Action 2.1.1. Increase Funding for Climate Adaptation. Earmark Capital Improvement Program (CIP) funding for design, permitting, and implementation of adaptation projects and strategies, such as those in the 2021 Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) and Integrated Regional Watershed Management Program (IRWMP).	All	Urban Forest, Mission Trail Nature Preserve, North Dunes, Carmel Beach, Water Supply	Number of adaptation projects funded through CIP	Near-term (by 2024)	Public Works	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)
Action 2.1.2. Increase Urban Forest Resilience. Update and implement the Forest Management Plan to: 1. Review and consider modifications to the preferred urbanized tree species that would result in improved resilience in the context of the expected climate of the second half of the century, reduce wildfire hazard, and that takes into account aesthetics and the ecological benefits of natives or near-native (e.g., native species from the Southwestern US or Mexico would likely be preferred to European species). 2. Include planting and maintenance guidelines to improve tree health, particularly in the public right-of-way 3. Incorporate tree species that have greater drought and wildfire resistance 4. In addition to drought-tolerant landscaping, include landscaping guidelines that reduce wildfire hazard on private property. 5. Enhance carbon sequestration potential Update of the Plan should include collaboration and engagement with stakeholders, such as the Monterey Pine Forest Watch, California State University, Monterey Bay, and vulnerable communities.	Drought, Increased Temp, Wildfire	Urban Forest	Forest Management Plan Updated	Near-term (by 2024) and Ongoing	Public Works Forestry Division / Forest and Beach Commission	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)
Action 2.1.3. Increase Resilience of the Mission Trail Nature Preserve. Update and implement the Mission Trail Nature Preserve Master Plan to consider the potential impacts of climate change and to reduce wildfire risk for neighboring private properties. Coordinate with CAL FIRE and the Monterey Fire Departments to incorporate Best Practices into an annual maintenance plan, including cost estimates for implementation and revenue sources for implementation.	All	Mission Trail Nature Preserve	Mission Trail Nature Preserve Master Plan updated	Mid-term (by 2027) and Ongoing	Community Planning & Building and Public Works	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)
Action 2.1.4. Increase Resilience of the North Dunes. Continue to fund maintenance and monitoring at the North Dunes to determine how the changing climate will affect dune habitats. Implement enhancement efforts to improve resilience of the North Dunes.	All	North Dunes	Regular maintenance and monitoring occurring at North Dunes	Ongoing	Community Planning & Building and Public Works	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)
Action 2.1.5. Increase Resilience to Stronger Storms. When designing projects in the city, including those recommended in the Mission Trail Stream Stability Study, size improvements to handle larger storms consistent with best available climate change projections.	Stronger Storms	Mission Trail Nature Preserve	Number of projects sizing improvements to handle larger storms.	Near-term (by 2024)	Public Works	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)
Action 2.1.6. Beach Sand Monitoring Program. Reinstate beach sand monitoring program described in the Shoreline Management Plan.	Sea Level Rise	Carmel Beach	Active beach sand monitoring program in place	Near-term (by 2024)	Public Works	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)
Action 2.1.7. Carmel Cove Sand Supply. Partner with local researchers (e.g., California State University Monterey Bay) or other sources to conduct Carmel Cove sand supply dynamics analysis.	Sea Level Rise	Carmel Beach	Carmel Cove sand supply dynamics analysis completed	Long-term (by 2032)	Community Planning & Building and Public Works	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)
Goal 3. Resilient Infrastructure and Built Environment							
Policy 3.1. Support greater resilience, redundancy, and reliability of local and regional infrastructure and the built environment.							Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions
Action 3.1.1. Underground Utilities in Fire Hazard Zones. Determine the feasibility of, and community support for, undergrounding power lines in the Mission Trail Nature Preserve, designated evacuation routes, and in other high priority areas in the Very High Fire Hazard Severity Zone. Develop a plan for undergrounding utilities based on results from the feasibility study and begin implementation in the most vulnerable communities.	Wildfire	Water Supply, Sanitary Sewer System, Power Grid, Overhead Communication, PG&E/Communication Underground Lines-gas, cable	Feasibility Study completed; Plan developed based on Feasibility Study; Number of utilities moved underground	Near-term (by 2024)	Community Planning & Building and Public Works	$$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)

Action 3.1.2. Increase Green Infrastructure. Modify Capital Improvement Program (CIP) project design to consistently evaluate the potential for green infrastructure to be incorporated in CIP projects in the public right-of-way and on public lands. Identify and develop a green infrastructure pilot project that will reduce runoff volume and capture and infiltrate stormwater, based on projected changes in precipitation amounts due to climate change, and incorporates tree and shrub planting to increase carbon sequestration in the city.	Stronger Storms, Increased Temp, Wildfire	Urban Forest, Storm Drain System	Change in impervious surface coverage.	Near-term (by 2024)	Public Works	$$	Adapted from the Carmel-by-the-Sea Vulnerability Assessment (July 2021)
Action 3.1.3. Reduce Stormwater Runoff. Reduce stormwater runoff through implementation of stormwater diversion and infiltration projects that reduce pollution problems caused by more frequent and intense storms and more extreme flooding events.	Stronger Storms	Storm Drain System, Carmel Beach	Stormwater diversion project implemented	Long-term (by 2032)	Public Works	$$$	Suggested by Climate Committee Members
Action 3.1.4. Storm Drain Repair Funding and Improvements. Earmark Capital Improvement Program (CIP) funding for design, permitting and implementation of storm drain repairs. Include strategies in the 2021 Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) for potential regional funding. Upsize Storm Drain Master Plan (SDMP) improvements, especially when making repairs in the lower reaches of watersheds, to handle larger storms.	Stronger Storms	Storm Drain System	Number of adaptation projects funded through CIP	Near-term (by 2024)	Public Works	$$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)
Action 3.1.5. Retrofit Existing Critical Buildings and Related Infrastructure. Conduct an evaluation of all first-responder and municipal facilities to determine retrofits that may be needed for long-term resilience to climate change hazards including sea-level rise related flooding and erosion, increased wind/storm events, an increase in high heat days, and/or wildfire depending upon location and risk factors. Develop a budget and schedule for retrofits based on the findings of the municipal facilities. Retrofit existing critical buildings as detailed in the program schedule.	All	Emergency Response Facilities – Fire station, EOC, PD, PW, City Hall, etc., Hospital and Emergency Medical Care Facilities	List of critical buildings and related infrastructure requiring retrofits	Near-term (by 2024)	Public Works	$$$	Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies
Action 3.1.6. Water Conservation. Partner with the Monterey Peninsula Water Management District to reduce water demand and increase water recycling, such as stormwater capture and grey water reuse, through education and outreach. Provide information and incentives for residential water use reduction, focusing engagement on vulnerable communities first.	Drought	Water Supply	Water demand reduced, incentives for grey water reuse developed and shared	Near-term (by 2024)	Community Planning & Building and Public Works	$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)
Action 3.1.7. Bluff Structural Monitoring Program. Implement bluff structural monitoring program and do follow-up monitoring post-storm to identify additional footing stability issues.	Sea Level Rise	Carmel Beach	Bluff structural monitoring program implemented	Mid-term (by 2027)	Public Works	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)
Action 3.1.8. Sea Level Rise Coastal Vulnerability Study. Hire coastal engineer with experience in planning for climate change to: 1. Conduct research and prepare a Sea-Level Rise Vulnerability Study to further assess the risks to the city's coastal assets, including the beach, sea walls, revetments, bluffs, stairs and access, public bathrooms, parking areas, drainage infrastructure, and utilities. 2. Determine adaptation measures and Local Coastal Program policy options, including but not limited to: a) Mostly natural, unarmored North Dunes area; b) mostly armored bluffs along Scenic Roach south of 8th Avenue; c) Unarmored dunes along private property between 8th Avenue and Del Mar Parking Lot; d) Armored private properties on the bluffs at the north end of the City (Pescadero Canyon area). 3. Evaluate the use of thresholds for phasing adaptation projects based on changing coastal conditions. Consider applying an adaptive pathways approach which establishes trigger thresholds for different adaptive measures based on the severity of the impact from flooding and erosion associated with sea-level rise.	Sea Level Rise	Carmel Beach, Shoreline Access Infrastructure, Seawall and Revetments	Sea-level rise vulnerability study completed	Near-term (by 2024)	Public Works	$$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)
Action 3.1.9. Wastewater Treatment. Collaborate with the Carmel Area Wastewater District (CAWD) to increase the facility's resilience to sea level rise and stronger storms. Maintain staff/council personnel as liaisons to CAWD.	Sea Level Rise, Stronger Storms	Water Supply, Storm Drain System	Number of collaboration meetings with CAWD regarding facility's resilience	Near-term (by 2024) and Ongoing	Community Planning & Building and Public Works	$	Suggested by Climate Committee Members
Policy 3.2. Incorporate climate change adaptation into relevant plans and standards.							Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions
Action 3.2.1. Development Standards. Evaluate City's development standards for consistency with best practices for reducing climate change risk (e.g., wildfire risk) for both new and existing development, including but not limited to incorporating defensible space design in landscaping guidelines and permitting the use of fire-resistant building materials that may conflict with current Design Guidelines. Develop a project checklist for building and site adaptation measures. The checklist, included with permit applications, should serve to provide education to permit applicants on modifications to site plans and structures that can improve a project's resilience to existing and potential future climate change hazards.	All	Residents, Local Businesses, Second Homes	Number of projects implementing adaptation measures, City development standards consistent with best practices for reducing wildfire risk	Mid-term (by 2027)	Community Planning and Building	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)
Action 3.2.2. Update City Planning Guidelines. Update the City's municipal code to maintain consistency with current California codes (California Building Code Chapter 7 and California Residential Code R337) throughout the City.	Wildfire, Stronger Storms, Wildfire	Residents, Local Businesses, Second Homes	City municipal code consistent with current California codes	Near-term (by 2024)	Community Planning and Building	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)
Action 3.2.3. Incorporate Climate Change Adaptation into Local Plans. Prioritize the update of local plans, including the Climate Change Vulnerability Assessment, Local Coastal Program, General Plan, Mission Trails Nature Reserve Master Plan, Del Mar Master Plan, Shoreline Management Plan, and drought planning to promote climate change resilience as new information is available.	All	All	Number plans updated to incorporate adaptation	Mid-term (by 2027)	Community Planning & Building / Public Works	$$	Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies
Action 3.2.4. Update Shoreline Management Plan. Update Shoreline Management Plan and Local Coastal Program based on results of Sea-level Rise Vulnerability Study.	Sea Level Rise	Carmel Beach	Shoreline Management Plan and Local Coastal Program updated	Long-term (by 2032)	Community Planning & Building and Public Works	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)
Action 3.2.5. Multi-Jurisdictional Hazard Mitigation Plan. Maintain a comprehensive list of projects, based on existing plans and gaps identified in the Vulnerability Assessment, to provide to Monterey County during updates to the Monterey County Multi-Jurisdictional Hazard Mitigation Plan in 2022 and beyond.	All	All	Number of adaptation projects included in the Multi-Jurisdictional Hazard Mitigation Plan	Near-term (by 2024)	Community Planning & Building, Police, and Public Works	$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)

City of Carmel-by-the-Sea Near-Term/Ongoing Adaptation Strategies

Goal/Policy/Action	Climate Hazard	Asset	Metric	Timeframe	Implementation Lead	Cost	Source	Status	Notes
Goal 1. A Healthy, Safe, and Resilient Community									
Policy 1.1. Provide effective emergency preparedness and response in anticipation of potential climate-related disasters				Near-term (1-2 years); Mid-term (3-5 years); Long-term (5-10 years)		$-Low (<$50K); $$-Medium ($50K-$100K); $$$-High (>$100K)	Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies		
Action 1.1.1. Maintain and Update Evacuation Plan. Maintain and update an Evacuation Plan every 8 years at a minimum to account for all types of emergencies. The plan should focus on the most vulnerable groups including the elderly community and persons with disabilities.	All	Elderly Population and People with Disabilities, Residents, Service Industry Workers	Evacuation Plan updated every 8 years, with the first update by 2023	Near-term (by 2024) and Ongoing	Police & Fire	$	Suggested by Climate Committee Members		
Action 1.1.2. Update Emergency Preparedness. Incorporate climate change risk and impact considerations into Carmel-by-the-Sea CERT programming and materials to promote emergency preparedness at a neighborhood block-by-block scale. CERT to promote block-by-block scale emergency preparedness by organizing City by blocks and recruiting Block Captains.	All	Residents, Local Businesses, Second Homes	Number of block captains formed, climate change risk incorporated into	Near-term (by 2024)	Police & Fire	$	Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions		
Action 1.1.3. Collaborate with Monterey Fire. Collaborate with Monterey Fire on its inspection and outreach efforts to reduce fire risks. Continue to coordinate with the CERT program and reach out to new potential outreach partners such as local businesses, community groups, and utilities to help distribute information to increase resident and homeowner awareness and knowledge of how to prepare for emergencies.	Wildfire	Residents, Local Businesses, Second Homes	held with Monterey Fire and CERT program; educational materials distributed	Near-term (by 2024)	Police & Fire	$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		
Action 1.1.4. Publicize Local Evacuation Routes. Publicize both City and Monterey County evacuation routes for the community on the City's website, and in the newsletter and brochures. Target additional outreach to the most vulnerable such as the elderly and people with disabilities in the event of a wildfire or other disaster.	All	Elderly Population and People with Disabilities. Residents	Educational materials distributed	Near-term (by 2024)	Police & Fire	$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		
Policy 1.2. Focus adaptation efforts and engagement on the most vulnerable populations.							Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies		
Action 1.2.1. Establish a Resilience Hub. Formally designate a physical resilience hub, such as the Youth Center or Public Library, and make it available during extreme heat events, poor air quality, severe weather events, and other highly hazardous conditions for use by the community. Provide the following essential resources in the resilience hub(s): health programming and resources, food, refrigeration, charging stations, basic medical supplies, and other emergency supplies. Electrified heating and cooling paired with backup power sources like battery storage provides redundancy and continues services in the event of a power outage. Designate a virtual resilience hub on the City website where residents can access information about the physical resilience hub and resilience efforts.	All	Elderly Population and People with Disabilities, Residents, Service Industry Workers	Resilience Hub established; Existing facilities upgraded to provide all essential resources	Near-term (by 2024)	Public Works / Police & Fire / Library	$$	Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions		
Action 1.2.3. Engage the Community. Develop educational materials notifying the community about the resilience hub and how to access it by sharing updates across city and community channels. Partner with the CERT program and block captains, and community groups, to prioritize disadvantaged/marginalized communities including the elderly and individuals with disabilities.	All	Elderly Population and People with Disabilities, Residents, Service Industry Workers	Community engagement plan developed	Near-term (by 2024)	Library / City Hall / Police Deartment	$	Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions		
Policy 1.3. Minimize health impacts of climate change.							Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies		
Action 1.3.1. Partner with Monterey County Health Department. Coordinate with Monterey County Health Department to develop and enhance disaster and emergency early warning systems to incorporate objective data and information for potential health threats such as heat-illness, and illnesses complicated by low air quality due to climate change hazards. Include information on early warning systems and other resilience efforts on the City's virtual resilience hub (Action 1.2.1.)	All	Elderly Population and People with Disabilities, Residents, Local Businesses, Service Industry Workers	Emergency early warning systems updated	Near-term (by 2024)	Police & Fire	$	Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions		
Action 1.3.6. Promote Funding Opportunities. Work with partners like 3CE and PG&E to identify and promote potential resilience opportunities and accessible funding and financing mechanisms to pay for building electrification, weatherization, and battery backups.	All	Elderly Population and People with Disabilities, Residents, Local Businesses	Funding identified and promoted to community; Number of projects initiated with incentives	Near-term (by 2024)	Community Planning and Building/Police and Fire/Public Works	$	Inspired by the City of Pacifica All-Electric Reach Code		
Policy 1.4. Increase economic resilience.							Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions		
Action 1.4.1. Develop Partnerhsips to Provide Support to Displaced Workers. Work in partnership with the Monterey County Workforce Development Board and the Carmel Chamber of Commerce to develop a plan to provide support for displaced workers that establishes education and training partnerships for workers displaced or workers negatively impacted by climate change or climate adaptation policies.	All	Service Industry Workers, Local Businesses	Commitment from business community to develop a plan to support displaced workers	Near-term (by 2024)	Community Planning & Building / City Hall	$$	Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies		
Action 1.4.3. Business Resilience Outreach Program. Collaborate with businesses in the city to better understand shared climate risks and identify opportunities to advance shared climate resilience priorities. Partner with the Carmel Chamber of Commerce and Visit Carmel to pilot and implement a local business resilience initiative to build small business capacity before a time of crisis by increasing the awareness of, and preparedness for, business continuity risks faced by the city's local businesses, providing a toolkit of intervention to help local businesses manage risks and enhance business resilience, and conducting outreach campaigns to engage leaders from the business, government, and community sectors to enhance preparedness for economic resilience.	All	Service Industry Workers, Local Businesses	Toolkit of intervention developed to help support local businesses manage risks and enhance resilience	Near-term (by 2024)	Community Planning & Building / City Hall	$$	Adapted from Gateway Cities Climate Adaptation Model General Plan Language (December 2018)		
Action 1.4.4. Hire a Grant Writer/Climate Coordinator. Hire a grant writer/Climate coordinator to pursue available grants to fund climate adaptation implementation and track progress.	All	All	Grant writer/climate coordinator hired	Near-term (by 2024)	City Hall	$$$	Suggested at the 11/18/2021 public meeting		
Goal 2. A Natural Environment Resilient to Climate Hazards									
Policy 2.1. Protect and restore climate-vulnerable habitat and ecosystems.							Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions		
Action 2.1.1. Increase Funding for Climate Adaptation. Earmark Capital Improvement Program (CIP) funding for design, permitting, and implementation of adaptation projects and strategies, such as those in the 2021 Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) and Integrated Regional Watershed Management Program (IRWMP).	All	Urban Forest, Mission Trail Nature Preserve, North Dunes, Carmel Beach, Water Supply	Number of adaptation projects funded through CIP	Near-term (by 2024)	Public Works	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		
Action 2.1.2. Increase Urban Forest Resilience. Update and implement the Forest Management Plan to: 1. Review and consider modifications to the preferred urbanized tree species that would result in improved resilience in the context of the expected climate of the second half of the century, reduce wildfire hazard, and that takes into account aesthetics and the ecological benefits of natives or near-native (e.g., native species from the Southwestern US or Mexico would likely be preferred to European species). 2. Include planting and maintenance guidelines to improve tree health, particularly in the public right-of-way 3. Incorporate tree species that have greater drought and wildfire resistance 4. In addition to drought-tolerant landscaping, include landscaping guidelines that reduce wildfire hazard on private property. 5. Enhance carbon sequestration potential Update of the Plan should include collaboration and engagement with stakeholders, such as the Monterey Pine Forest Watch, California State University, Monterey Bay, and vulnerable communities.	Drought, Increased Temp, Wildfire	Urban Forest	Forest Management Plan Updated	Near-term (by 2024) and Ongoing	Public Works Forestry Division / Forest and Beach Commission	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		
Action 2.1.4. Increase Resilience of the North Dunes. Continue to fund maintenance and monitoring at the North Dunes to determine how the changing climate will affect dune habitats. Implement enhancement efforts to improve resilience of the North Dunes.	All	North Dunes	Regular maintenance and monitoring occurring at North Dunes	Ongoing	Community Planning & Building and Public Works	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		
Action 2.1.5. Increase Resilience to Stronger Storms. When designing projects in the city, including those recommended in the Mission Trail Stream Stability Study, size improvements to handle larger storms consistent with best available climate change projections.	Stronger Storms	Mission Trail Nature Preserve	Number of projects sizing improvements to handle larger storms.	Near-term (by 2024)	Public Works	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		
Action 2.1.6. Beach Sand Monitoring Program. Reinstate beach sand monitoring program described in the Shoreline Management Plan.	Sea Level Rise	Carmel Beach	Active beach sand monitoring program in place	Near-term (by 2024)	Public Works	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		
Goal 3. Resilient Infrastructure and Built Environment									
Policy 3.1. Support greater resilience, redundancy, and reliability of local and regional infrastructure and the built environment.							Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions		
Action 3.1.1. Underground Utilities in Fire Hazard Zones. Determine the feasibility of, and community support for, undergrounding power lines in the Mission Trail Nature Preserve, designated evacuation routes, and in other high priority areas in the Very High Fire Hazard Severity Zone. Develop a plan for undergrounding utilities based on results from the feasibility study and begin implementation in the most vulnerable communities.	Wildfire	Water Supply, Sanitary Sewer System, Power Grid, Overhead Communication, PG&E/Communication Underground Lines-gas, cable	Feasibility Study completed; Plan developed based on Feasibility Study; Number of utilities moved underground	Near-term (by 2024)	Community Planning & Building and Public Works	$$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		
Action 3.1.2. Increase Green Infrastructure. Modify Capital Improvement Program (CIP) project design to consistently evaluate the potential for green infrastructure to be incorporated in CIP projects in the public right-of-way and on public lands. Identify and develop a green infrastructure pilot project that will reduce runoff volume and capture and infiltrate stormwater, based on projected changes in precipitation amounts due to climate change, and incorporates tree and shrub planting to increase carbon sequestration in the city.	Stronger Storms, Increased Temp, Wildfire	Urban Forest, Storm Drain System	Change in impervious surface coverage.	Near-term (by 2024)	Public Works	$$	Adapted from the Carmel-by-the-Sea Vulnerability Assessment (July 2021)		
Action 3.1.4. Storm Drain Repair Funding and Improvements. Earmark Capital Improvement Program (CIP) funding for design, permitting and implementation of storm drain repairs. Include strategies in the 2021 Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) for potential regional funding. Upsize Storm Drain Master Plan (SDMP) improvements, especially when making repairs in the lower reaches of watersheds, to handle larger storms.	Stronger Storms	Storm Drain System	Number of adaptation projects funded through CIP	Near-term (by 2024)	Public Works	$$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		
Action 3.1.5. Retrofit Existing Critical Buildings and Related Infrastructure. Conduct an evaluation of all first-responder and municipal facilities to determine retrofits that may be needed for long-term resilience to climate change hazards including sea-level rise related flooding and erosion, increased wind/storm events, an increase in high heat days, and/or wildfire depending upon location and risk factors. Develop a budget and schedule for retrofits based on the findings of the municipal facilities. Retrofit existing critical buildings as detailed in the program schedule.	All	Emergency Response Facilities – Fire station, EOC, PD, PW, City Hall, etc., Hospital and Emergency Medical Care Facilities	List of critical buildings and related infrastructure requiring retrofits	Near-term (by 2024)	Public Works	$$$	Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies		
Action 3.1.6. Water Conservation. Partner with the Monterey Peninsula Water Management District to reduce water demand and increase water recycling, such as stormwater capture and grey water reuse, through education and outreach. Provide information and incentives for residential water use reduction, focusing engagement on vulnerable communities first.	Drouaht	Water Supply	Water demand reduced, incentives for grey water reuse developed and shared	Near-term (by 2024)	Community Planning & Building and Public Works	$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		
Action 3.1.8. Sea Level Rise Coastal Vulnerability Study. Hire coastal engineer with experience in planning for climate change to: 1. Conduct research and prepare a Sea-Level Rise Vulnerability Study to further assess the risks to the city's coastal assets, including the beach, sea walls, revetments, bluffs, stairs and access, public bathrooms, parking areas, drainage infrastructure, and utilities. 2. Determine adaptation measures and Local Coastal Program policy options, including but not limited to: a) Mostly natural, unarmored North Dunes area; b) mostly armored bluffs along Scenic Roach south of 8th Avenue; c) Unarmored dunes along private property between 8th Avenue and Del Mar Parking Lot; d) Armored private properties on the bluffs at the north end of the City (Pescadero Canyon area). 3. Evaluate the use of thresholds for phasing adaptation projects based on changing coastal conditions. Consider applying an adaptive pathways approach which establishes trigger thresholds for different adaptive measures based on the severity of the impact from flooding and erosion associated with sea-level rise.	Sea Level Rise	Carmel Beach, Shoreline Access Infrastructure, Seawall and Revetments	Sea-level rise vulnerability study completed	Near-term (by 2024)	Public Works	$$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		
Action 3.1.9. Wastewater Treatment. Collaborate with the Carmel Area Wastewater District (CAWD) to increase the facility's resilience to sea level rise and stronger storms. Maintain staff/council personnel as liaisons to CAWD.	Sea Level Rise, Stronger Storms	Water Supply, Storm Drain System	collaboration meetings with CAWD regarding facility's resilience	Near-term (by 2024) and Ongoing	Community Planning & Building and Public Works	$	Suggested by Climate Committee Members		
Policy 3.2. Incorporate climate change adaptation into relevant plans and standards.							Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions		
Action 3.2.2. Update City Planning Guidelines. Update the City's municipal code to maintain consistency with current California codes (California Building Code Chapter 7 and California Residential Code R337) throughout the City.	Wildfire, Stronger Storms, Wildfire	Residents, Local Businesses, Second Homes	City municipal code consistent with current California codes	Near-term (by 2024)	Community Planning and Building	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		
Action 3.2.5. Multi-Jurisdictional Hazard Mitigation Plan. Maintain a comprehensive list of projects, based on existing plans and gaps identified in the Vulnerability Assessment, to provide to Monterey County during updates to the Monterey County Multi-Jurisdictional Hazard Mitigation Plan in 2022 and beyond.	All	All	Number of adaptation projects included in the Multi-Jurisdictional Hazard Mitigation Plan	Near-term (by 2024)	Community Planning & Building, Police, and Public Works	$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		

City of Carmel-by-the-Sea Mid-Term Adaptation Strategies

Goal/Policy/Action	Climate Hazard	Asset	Metric	Timeframe	Implementation Lead	Cost	Source	Status	Notes
Goal 1. A Healthy, Safe, and Resilient Community									
Policy 1.1. Provide effective emergency preparedness and response in anticipation of potential climate-related disasters				Near-term (1-2 years); Mid-term (3-5 years); Long-term (5-10 years)		$-Low (<$50K); $$-Medium ($50K - $100K); $$$-High (>$100K)	Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies		
Action 1.1.5. Evaluate Evacuation Route Capacity. Evaluate evacuation route capacity, safety, and viability under a range of emergency scenarios and identify and implement mitigating actions in 2022, in accordance with Assembly Bill 747.	All	Elderly Population and People with Disabilities, Residents, Service Industry Workers	Analysis evaluating evacuation route capacity completed	Mid-term (by 2027)	Police & Fire	$$	Assembly Bill 747 Requirement		
Action 1.1.6. Evacuation Alternatives and Access. Identify neighborhoods that have single ingress/egress, pursuant to Senate Bill 99, and develop and employ evacuation alternatives, such as a gathering facility, and/or alternative emergency access routes in those neighborhoods. Evaluate potential congestion issues in the event of an evacuation and develop and maintain a list of residents who may have difficulty evacuating. Evaluate options to provide evacuation, such as a shuttle service, for residents with mobility challenges.	All	Elderly Population and People with Disabilities, Residents, Service Industry Workers	Analysis identifying neighborhoods that have single ingress/egress and evacuation alternatives completed; List of limited-mobility residents developed	Mid-term (by 2027)	Police & Fire	$$	Senate Bill 99 Requirement		
Action 1.1.7. Develop Local Partnerships to Increase Resistance to Wildfire Structural Damage. Work with local community groups to publicize the Firewise Community Certification program (e.g., on the City website and in the newsletter and brochures) and encourage resident involvement.	Wildfire	Residents, Second Homes	Number of meetings held to publicize Firewise Community Certification	Mid-term (by 2027)	Police & Fire	$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		
Policy 1.2. Focus adaptation efforts and engagement on the most vulnerable populations.							Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies		
Action 1.2.2. Limit the Impacts of Climate Change on the Most Vulnerable Populations. Develop a framework to define equity in Carmel-by-the-Sea and develop adaptation approaches that are equitably implemented.	All	Elderly Population and People with Disabilities, Residents, Service Industry Workers	Carmel-by-the-Sea Equity Framework developed	Mid-term (by 2027)	Community Planning & Building	$	Inspired by the City of Berkeley Existing Building Electrification Strategy		
Action 1.2.4. Social Support Network. Collaborate with the Carmel Foundation and other community-based organizations (e.g., Carmel Residents Association) to develop an inventory of locations with isolated elderly residents and people with disabilities and develop a plan for a social support network to increase resilience to climate change, for example by promoting home electrification.	All	Elderly Population and People with Disabilities	Social support network created; Inventory of locations created	Mid-term (by 2027)	Police Department / CERT / Community Planning & Building	$	Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions		
Policy 1.3. Minimize health impacts of climate change.							Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies		
Action 1.3.2. Initiate a Heat Pump Retrofit Program. Create a program to help fund property owners to convert HVAC units to heat pumps, which provide water heating and space heating in addition to cooling and can improve indoor air quality and community adaptation to extreme heat. Include a microgrid energy storage component to increase power reliability. Prioritize at-risk populations for retrofit incentives.	Wildfire, Increased Temperature	Elderly Population and People with Disabilities, Residents, Local Businesses, Service Industry Workers	Number of heat pumps installed; Number of heat pumps serving at risk residents	Mid-term (by 2027)	Community Planning & Building	$$	Inspired by the City of Berkeley Existing Building Electrification Strategy		
Action 1.3.3. Invest in Improving Resilience in Critical Facilities. Invest in sustainable backup power sources to provide redundancy and continued services for critical facilities, including City Hall, Carmel Police Department, Carmel Fire Department, the Libraries, and assisted living facilities, in the event of a power outage triggered by a climate event.	All	Elderly Population and People with Disabilities. Residents	Number of critical facilities with sustainable backup power sources.	Mid-term (by2027)	Public Works	$$$	Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions		
Action 1.3.4. Conduct a Feasibility Study for Existing Building Electrification and Back-up Power. Perform an electrification feasibility study/existing building analysis in order to understand the potential for, and associated costs of, electrification retrofitting, including heat pumps, along with on-site energy generation and battery storage to provide a more resilient back-up power supply. Establish a plan for reducing or eliminating natural gas from existing buildings, potentially through a reach code, and building resilience to potential electrical grid shutoffs.	Wildfire, Increased Temp	Elderly Population and People with Disabilities. Residents	Feasibility Study for Existing Building Electrification and Back-up Power completed	Mid-term (by 2027)	Public Works	$$	Inspired by the City of Berkeley Existing Building Electrification Strategy		
Policy 1.4. Increase economic resilience.							Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions		
Action 1.4.2. Establish Partnerships to Develop a Resilient Economy. Partner with the County of Monterey Economic Development Department, Carmel Chamber of Commerce, and the Monterey County Workforce Development Board, to develop more integrated strategies for protection of jobs, economic sustenance, and for the protection of vulnerable populations more at-risk of temporary or permanent job dislocation due to climate change.	All	Service Industry Workers, Local Businesses	Number of meetings held to develop strategies for job protection	Mid-term (by 2027)	Community Planning & Building / City Hall	$	Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies		
Goal 2. A Natural Environment Resilient to Climate Hazards									
Policy 2.1. Protect and restore climate-vulnerable habitat and ecosystems.							Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions		
Action 2.1.3. Increase Resilience of the Mission Trail Nature Preserve. Update and implement the Mission Trail Nature Preserve Master Plan to consider the potential impacts of climate change and to reduce wildfire risk for neighboring private properties. Coordinate with CAL FIRE and the Monterey Fire Departments to incorporate Best Practices into an annual maintenance plan, including cost estimates for implementation and revenue sources for implementation.	All	Mission Trail Nature Preserve	Mission Trail Nature Preserve Master Plan updated	Mid-term (by 2027) and Ongoing	Community Planning & Building and Public Works	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		
Goal 3. Resilient Infrastructure and Built Environment									
Policy 3.1. Support greater resilience, redundancy, and reliability of local and regional infrastructure and the built environment.							Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions		
Action 3.1.7. Bluff Structural Monitoring Program. Implement bluff structural monitoring program and do follow-up monitoring post-storm to identify additional footing stability issues.	Sea Level Rise	Carmel Beach	Bluff structural monitoring program implemented	Mid-term (by 2027)	Public Works	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		
Policy 3.2. Incorporate climate change adaptation into relevant plans and standards.							Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions		
Action 3.2.1. Development Standards. Evaluate City's development standards for consistency with best practices for reducing climate change risk (e.g., wildfire risk) for both new and existing development, including but not limited to incorporating defensible space design in landscaping guidelines and permitting the use of fire-resistant building materials that may conflict with current Design Guidelines. Develop a project checklist for building and site adaptation measures. The checklist, included with permit applications, should serve to provide education to permit applicants on modifications to site plans and structures that can improve a project's resilience to existing and potential future climate change hazards.	All	Residents, Local Businesses, Second Homes	implementing adaptation measures, City development standards consistent with best practices for reducing wildfire risk	Mid-term (by 2027)	Community Planning and Building	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		
Action 3.2.3. Incorporate Climate Change Adaptation into Local Plans. Prioritize the update of local plans, including the Climate Change Vulnerability Assessment, Local Coastal Program, General Plan, Mission Trails Nature Reserve Master Plan, Del Mar Master Plan, Shoreline Management Plan, and drought planning to promote climate change resilience as new information is available.	All	All	Number plans updated to incorporate adaptation	Mid-term (by 2027)	Community Planning & Building / Public Works	$$	Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies		

City of Carmel-by-the-Sea Long-Term Adaptation Strategies

Goal/Policy/Action	Climate Hazard	Asset	Metric	Timeframe	Implementation Lead	Cost	Source	Status	Notes
Goal 1. A Healthy, Safe, and Resilient Community									
Policy 1.2. Focus adaptation efforts and engagement on the most vulnerable populations.							Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies		
Action 1.2.5. Back-up Power for Vulnerable Populations. Coordinate with 3CE, PG&E, and emergency management services to establish backup power and emergency grid shutdown protocols that protect the most vulnerable populations.	All	Elderly Population and People with Disabilities	Number of households with backup power established	Long-term (by 2032)	Police & Fire / Public Works	$$$	Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions		
Policy 1.3. Minimize health impacts of climate change.							Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies		
Action 1.3.5. Improve Resilience in Existing Building Stock. Develop a program for identifying funding and incentives to weatherize residential and commercial buildings that addresses severe weather protection, energy efficiency, indoor air quality improvements, and other housing improvements. Include an outreach campaign as part of this program to advertise the benefits of weatherizing and	All	Elderly Population and People with Disabilities, Residents	Nubmer of retrofitted structures	Long-term (by 2032)	Community Planning & Building	$$	Adapted from the Southern California Adaptation Planning Guide, Appendix F - General Plan and Local Coastal Plan Model Policies (City of Placentia policy) Passive House Principles		
Goal 2. A Natural Environment Resilient to Climate Hazards									
Policy 2.1. Protect and restore climate-vulnerable habitat and ecosystems.							Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions		
Action 2.1.7. Carmel Cove Sand Supply. Partner with local researchers (e.g., California State University Monterey Bay) or other sources to conduct Carmel Cove sand supply dynamics analysis.	Sea Level Rise	Carmel Beach	Carmel Cove sand supply dynamics analysis completed	Long-term (by 2032)	Community Planning & Building and Public Works	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		
Goal 3. Resilient Infrastructure and Built Environment									
Policy 3.1. Support greater resilience, redundancy, and reliability of local and regional infrastructure and the built environment.							Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions		
Action 3.1.3. Reduce Stormwater Runoff. Reduce stormwater runoff through implementation of stormwater diversion and infiltration projects that reduce pollution problems caused by more frequent and intense storms and more extreme flooding events.	Stronger Storms	Storm Drain System, Carmel Beach	Stormwater diversion project implemented	Long-term (by 2032)	Public Works	$$$	Suggested by Climate Committee Members		
Policy 3.2. Incorporate climate change adaptation into relevant plans and standards.							Adapted from the Southern California Adaptation Planning Guide, Appendix B Matrix of Adaptation Strategies and Actions		
Action 3.2.4. Update Shoreline Management Plan. Update Shoreline Management Plan and Local Coastal Program based on results of Sea-level Rise Vulnerability Study.	Sea Level Rise	Carmel Beach	Shoreline Management Plan and Local Coastal Program updated	Long-term (by 2032)	Community Planning & Building and Public Works	$$	Carmel-by-the-Sea Vulnerability Assessment (July 2021)		

Appendix E
Implementation Case Studies

Implementation Case Studies

This appendix illustrates adaptation examples that align with a selection of adaptation actions and show how adaptation policies and actions can be effectively implemented.

West Oakland Resilience Hubs

Photo: West Oakland Resilience Hub Planning Meeting https://norcalresilience.org/case-study-west-oakland-resiliency-hub/

Location: West Oakland, CA

The City of Oakland identified three facilities owned and operated by the City that were in need of physical infrastructure upgrades which could serve as climate resilience hubs: West Oakland Senior Center, West Oakland Branch of the Oakland Public Library, and the DeFremery Recreation Center and Park. The facilities were upgraded to offer the following services: cooling, warming, sanitation, communication, transportation, medical area, filtered indoor spaces during forest fires and high air pollution times, and renewable and non-polluting energy sources, including solar energy, and back-up power to run critical operations when the power grid is down. The upgrades involved partnerships between the City, PG&E, and the Bay Area Air Quality Management District. Design phase costs are estimated to be $500,000 and initial known implementation estimates amount to approximately $1.6 million. Funding was provided by a combination of stakeholder financing, funding through California Air Resources Board, and the City of Oaklands Capital Improvement Plan.

Related Action 1.2.1. Establish a Resilience Hub. Formally designate a physical resilience hub, such as the Youth Center or Public Library, and make it available during extreme heat events, poor air quality, severe weather events, and other highly hazardous conditions for use by the community. Provide the following essential resources in the resilience hub(s): health programming and resources, food, refrigeration, charging stations, basic medical supplies, and other emergency supplies. Electrified heating and cooling paired with backup power sources like battery storage provides redundancy and continues services in the event of a power outage. Designate a virtual resilience hub on the City website where residents can access information about the physical resilience hub and resilience efforts.

Berkeley Existing Buildings Electrification Strategy

Location: Berkeley, CA

Photo: Existing Buildings Electrification Strategy https://www.cityofberkeley.info/uploadedFiles/Planning_and_Development/Level_3_-_Energy_and_Sustainable_Development/Draft_Berkeley_Existing_Bldg_Electrification_Strategy_20210415.pdf

Berkeley's Existing Buildings Electrification Strategy analyzes the existing building stock of the City, with a focus on low-rise residential, and identifies a pathway for an equitable transition to all-electric buildings. To model electrification costs for Berkeley's existing homes, the project team estimated Berkeley's building stock, using Alameda County Assessor data, to better understand the distribution of building types and existing conditions. The analysis was followed by research into electrification measures and costs and the data was used to model different retrofit packages to identify the most cost-effective options. To ensure Berkeley's pathway to all-electric buildings avoids negative impacts to equity and improves current conditions, the City developed an Equity Framework called Equity Guardrails with stakeholder and community feedback. The Equity Guardrails reflected priorities and concerns of marginalized communities, highlighting the need to protect people against potential unintended consequences of building electrification like gentrification and displacement. The City developed four equity guardrails that each potential policy was assessed against and will be used in the future as new policies are developed. The four equity guardrails are:

- Access to health and safety benefits
- Access to economic benefits
- Maximize ease of installation
- Promote housing affordability & anti-displacement.

Related Action 1.3.4. Conduct a Feasibility Study for Existing Building Electrification and Back-up Power. Perform an electrification feasibility study/existing building analysis in order to understand the potential for, and associated costs of, electrification retrofitting, including heat pumps, along with on-site energy generation and battery storage to provide a more resilient back-up power supply. Establish a plan for reducing or eliminating natural gas from existing buildings, potentially through a reach code, and building resilience to potential electrical grid shutoffs.

Related Action 1.2.2. Limit the Impacts of Climate Change on the Most Vulnerable Populations. Develop a framework to define equity in Carmel-by-the-Sea and develop adaptation approaches that are equitably implemented

2500 R Midtown Development

Photo: Rooftop solar panels at the 2500 R Street Community Development. Sunverge Energy https://cdn.cleanegroup.org/wp-content/uploads/2500R-solar-on-roof-900x675.jpeg

Location: Sacramento, CA

Sacramento Municipal Utility District (SMUD) partnered with Sunverge Energy, and Pacific Housing to create a net zero energy (ZNE) community within a single-family home affordable housing development.[1] The incorporation of solar PV as well as battery storage demonstrates the feasibility of microgrid level projects in using alternative energy while still ensuring power reliability. The project was funding through the US Department of Energy ARRA, Solar SMART program, California SGIP incentives, and private capital leveraging special financial structures that take advantage of Pacific Housing's non-profit status.

Related Action 1.3.2. Initiate a Heat Pump Retrofit Program. Create a program to help fund property owners to convert HVAC units to heat pumps, which provide water heating and space heating in addition to cooling and can improve indoor air quality and community adaptation to extreme heat. Include a microgrid energy storage component to increase power reliability.

Related Action 1.3.4. Conduct a Feasibility Study for Existing Building Electrification and Back-up Power. Perform an electrification feasibility study/existing building analysis in order to understand the potential for, and associated costs of, electrification retrofitting, including heat pumps, along with on-site energy generation and battery storage to provide a more resilient back-up power supply. Establish a plan for reducing or eliminating natural gas from existing buildings, potentially through a reach code, and building resilience to potential electrical grid shutoffs.

[1] California Energy Commission. Microgrid Analysis and Case Studies Report California, North America, and Global Case Studies: Page 19-23. 2018. Available: <https://www.energy.ca.gov/sites/default/files/2021-06/CEC-500-2018-022.pdf>. Accessed February 4, 2022

Marina Dune Preserve Restoration

Location: Marina, CA

Photo: Monterey Peninsula Regional Park District, Marina Dunes Preserve https://www.mprpd.org/marina-dunes-preserve

The Marina Dunes encompass part of the Monterey Bay dune complex spanning Moss Landing to Seaside California. This dune restoration project was a collaborative effort between project partners of the Monterey Peninsula Regional Parks District, Return of the Natives, Burleson Consulting Inc/Terracon, and Native Solutions.[2] Restoration activities included control and eradication of non-native species, sand stabilization, and re-vegetation efforts. Re-vegetation of native species included the collection of site-specific seed, broadcast seeding, hydroseeding, and the out planting of propagated seedlings. Restoration through the eradication of non-natives and re-vegetation of native species increases dune resilience to climate stress.[3] Structural improvement activities included delineation of pathways and fences to protect restoration areas as well as signage to educate the community on dune habitat restoration.

Related Action 2.1.4. Increase Resilience of the North Dunes. Continue to fund maintenance and monitoring at the North Dunes to determine how the changing climate will affect dune habitats. Implement enhancement efforts to improve resilience of the North Dunes.

[2] California Coastal Dune Science Network. Marina Dune Preserve Restoration. 2021. Available: <https://www.resilientcoastlines.com/projects/marina-dune-preserve-restoration>. Accessed February 4, 2022

[3] National Oceanic and Atmospheric Administration (NOAA). Office for Coastal Management. Peer-to-Peer Case Study: Dune Restoration Increases Flood Protection and Access for Community. Available: < https://coast.noaa.gov/digitalcoast/training/cardiff-state-beach.html >. Accessed February 8, 2022.

San Mateo County Sustainable Green Streets and Parking Lots Design Guidebook

Photo: San Mateo County Sustainable Green Streets and Parking Lots Design Guidebook https://nnala.com/san-mateo-county-sustainable-green-streets-and-parking-lots-design-guidebook/

Location: San Mateo County, CA

The county of San Mateo created a guidebook to address green infrastructure and stormwater management.[4] With a specific focus on green streets and parking lots, the San Mateo County Sustainable Green Streets and Parking Lots Design Guidebook was developed with input from the City/County Association of Governments of San Mateo County, the Program's New Development Subcommittee, and the City/County Engineers' Association of San Mateo County. The recommended actions include site layout strategies, stormwater facility strategies, pervious pavements, and urban tree canopy additions.[5] The final chapter of the guidebook is dedicated to implementation considerations. The topics covered include reducing project costs, changing municipal code/policy, and public education and outreach. Additionally, there are four example projects listed to demonstrate feasibility. The main takeaway for implementation was to bundle stormwater management solutions with general street improvements. Funding was sourced by vehicle registration fees collected in San Mateo County for congestion and stormwater management authorized by California Assembly Bill 1546 and California Senate Bill 348.

Related Action 3.1.2. Increase Green Infrastructure. Modify Capital Improvement Program (CIP) project design to consistently evaluate the potential for green infrastructure to be incorporated in CIP projects in the public right-of-way and on public lands. Identify and develop a green infrastructure pilot project that will reduce runoff volume and capture and infiltrate stormwater, based on projected changes in precipitation amounts due to climate change, and incorporates tree and shrub planting to increase carbon sequestration in the city.

Related Action 3.1.3. Reduce Stormwater Runoff. Reduce stormwater runoff through implementation of stormwater diversion and infiltration projects that reduce pollution problems caused by more frequent and intense storms and more extreme flooding events.

Related Action 3.1.4. Earmark Capital Improvement Program (CIP) funding for design, permitting and implementation of storm drain repairs. Include strategies in the 2021 Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) for potential regional funding. Upsize Storm Drain Master Plan (SDMP) improvements, especially when making repairs in the lower reaches of watersheds, to handle larger storms.

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[4] American Society of Landscape Architects. Green Infrastructure and Stormwater Management Case Study. 2009. Available: <https://www.asla.org/uploadedFiles/CMS/Advocacy/Federal_Government_Affairs/Stormwater_Case_Studies/Stormwater%20Case%20081%20San%20Mateo%20County%20Sustainable%20Green%20Streets,%20San%20Mateo,%20CA.pdf>. Accessed February 2, 2022

[5] San Mateo County Sustainable Green Streets and Parking Lots Design Guidebook. Available: <https://www.flowstobay.org/documents/municipalities/sustainable%20streets/San%20Mateo%20Guidebook.pdf>. Accessed February 2, 2022

Pajaro Dunes Geologic Hazards Abatement District

Location: Santa Cruz County, CA

Photo: Pajaro Dunes. https://www.resortsandlodges.com/lodging/usa/california/central-coast/pajaro-dunes-resort.html

The Pajaro Dunes Geologic Hazards Abatement District (GHAD) is one example of an abatement district formed to mitigate sea level rise and storm impacts. The Pajaro Dunes community includes private single-family residences as well as townhouses and condominiums. These residences were built along a narrow strip of land bounded by the Pacific Ocean on the southwest and by the Pajaro River on the northeast and southeast. The development is protected by an approximately 6,000-foot-long seawall constructed of large riprap along the ocean-side of the development and a steel sheet wall along the inland Pajaro River side of the development. The rock revetment has been repeatedly damaged by coastal erosion, occurring during server winter storms.[6] The GHAD is working to fund repairs to the seawall.

Related to funding and financing mechanisms.

[6] Pajaro Dunes Geologic Hazard Abatement District. N.d. 2020 Grading Overview Document. Available: <https://pdghad.org/bg_pdghad.org/reports/>. Accessed February 11, 2022.

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

August 2, 2022
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 2022-065, authorizing the City Administrator to execute a Professional Services Agreement with Ausonio, Incorporated for Project Management Services for delivery of nine Capital Improvement Projects

RECOMMENDATION:

Adopt Resolution 2022-065, authorizing the City Administrator to execute a Professional Services Agreement with Ausonio, Incorporated for Project Management Services for delivery of nine Capital Improvement Projects.

BACKGROUND/SUMMARY:

At the June 7, 2022 meeting, Council adopted Resolution 2022-048 approving 25 new Fiscal Year (FY) 2022/23 Capital Improvement Projects including the following nine projects collectively referred to as the "Facility Renovation Projects" in this Staff Report:

- Sunset Center Hazardous Materials Remediation and Exterior Painting
- Sunset Center Cottage Window Repairs
- Harrison Memorial Library (HML) Hazardous Materials Remediation & Exterior/Interior Painting
- HML Carpet Replacement
- HML Backup Generator
- City Hall Retaining Wall Repair
- City Hall Roof Replacement
- Facility Component Inspections (4 buildings)
- Vista Lobos Interior Remodel Design

The prior staff report and presentation regarding the Capital Improvement Program (CIP) included a discussion of the approach to implementation with the goal of eliminating the backlog of prior projects and advancing new projects as quickly as possible. Part of that implementation strategy was to hire an in-house Project Manager, but, unfortunately, we have not been successful to date. Another strategy was to hire consultants to provide Project Management (PM) services on behalf of the City. PM Services can vary widely covering management of third party design consultant professionals, performing planning and engineering services themselves, managing the public bidding and construction phases, and similar work.

In April 2022, requests for Statements of Qualifications (SOQs) were advertised, from San Jose to Sacramento to San Luis Obispo, seeking qualifications from consultants covering 14 professional service areas, including Project Management services.

In May 2022, seven SOQs were received for PM services and independently evaluated by a Selection Committee consisting of the Public Works Director and Public Works Superintendent. These SOQs were reviewed in consideration of the nine facility renovation projects included in this Staff Report, as well as PM services for eight other carry-over and new CIP projects, with the following rankings:

Rank	Firm	Recommended Projects
1	Wallace Group (Awarded)	4 Civil Engineering Projects
2	**Ausonio, Inc.**	**9 Facility Renovation Projects**
3	4 Leaf, Inc.	PD Renovation + 3 Misc. Projects
4	Cumming Management	No Award
5	Bureau Veritas	No Award
6	CM Pros	No Award
7	Harrison Engineering	No Award

This Staff Report is recommending award of the nine Facility Renovation Projects to Ausonio, Incorporated of Castroville. Ausonio proposed a part-time Project Manager/Construction Manager and part-time Project Engineer to work on these projects, with a not-to-exceed fee per Fiscal Year of $125,000. The proposed Project Manager/Construction Manager has managed construction of new and major building renovation projects for local agencies and universities and is well qualified to oversee these smaller, facility renovation projects.

The first three hazardous materials remediation, painting, and window repair projects for Sunset Center and HML will be bundled together for efficiency. For some projects, Ausonio will prepare plans, specifications, and construction contract documents, and for other projects, Ausonio will oversee third party design professionals, such as architects and engineers. While the scope of each project various, PM tasks to be provided by Ausonio for most projects include:

- Provide project updates with City.
- Coordinate projects with Public Works, Community Planning & Building, other City staff, building occupants, and technical experts.
- Coordinate with City's on-call design consultants, and check plans and specifications.
- Meet with vendors and trade contractors to solicit input.
- Prepare diagrams/plans/spreadsheets identifying the scope and limits of work.
- Complete City's front-end contract documents.
- Prepare construction cost estimate and schedule timeline.
- Submit projects for City Building Permits.
- Advertise for bids, conduct pre-bid meeting, issue addendum, evaluate bids, and recommend construction contract award by City.
- Issue Notice to Proceed, conduct preconstruction and construction meetings with agendas and minutes, manage construction contract, approve submittals, inspect work, negotiate change orders, issue punch list, and close out.

A majority of these projects are anticipated to be substantially completed by the end of FY 2022/23. Several of these projects will likely extend into FY 2023/24. If the City is successful in hiring an in-house Project Manager by that time, these additional services may be performed by staff. Otherwise, the City

would need to enter into an Amendment with Ausonio for additional PM services for FY 2023/24.

FISCAL IMPACT:

All Projects and PM services will be charged to CIP Account Number 301-311-00-43008.

The total CIP budget for all nine Facility Renovation Projects is $925,000. Ausonio's PM fees for the first FY is $125,000, which is approximately 13.5% of the total budget. The industry standard fee to provide project management services for public works projects is typically about 10% of the total project cost. However, the 10% average is typically associated with larger capital projects. In our case, we have nine, mostly small and specialized projects. Therefore, the negotiated overall fee for this work is reasonable. This analysis should be reviewed if an amendment to the Agreement is proposed for FY 2023/24.

The FY 2022/23 budgets recently adopted for some of these facility renovation projects may already be low compared to today's rapidly escalating costs and inflation for construction labor, materials, and transportation. Some of these projects could be scaled back to fit the available budget, while others will proceed as intended, with the caveat that additional funds may be needed at the time that construction contracts for such projects are awarded.

PRIOR CITY COUNCIL ACTION:

At the June 7, 2022 meeting, Council adopted Resolution 2022-048 approving 25 FY 2022/23 Capital Improvement Projects including these nine Facility Renovation Projects.

ATTACHMENTS:

Attachment 1) Resolution 2022-065
Attachment 2) Professional Services Agreement with Ausonio, Inc.

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2022-065

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 AUSONIO INCORPORATED FOR PROJECT MANAGEMENT SERVICES FOR DELIVERY OF NINE CAPITAL IMPROVEMENT PROJECTS

WHEREAS, on June 7, 2022, Council adopted Resolution 2022-048 approving 25 new FY 2022/23 Capital Improvement Projects including: Sunset Center Hazardous Materials Remediation & Exterior Painting, Sunset Center Cottage Window Repairs, Harrison Memorial Library (HML) Hazardous Materials Remediation & Exterior/Interior Painting, HML Carpet Replacement, HML Backup Generator, City Hall Retaining Wall Repair, City Hall Roof Replacement, Facility Component Inspections, and Vista Lobos Interior Remodel Design; and

WHEREAS, using Project Management (PM) consultant services was introduced as an implementation strategy with the goal of eliminating the backlog of prior projects and advancing new projects as quickly as possible; and

WHEREAS, in April 2022, requests for Statements of Qualifications (SOQs) were advertised seeking qualifications from consultants covering 14 professional service areas, including PM services; and

WHEREAS, based on seven SOQs received, Ausonio Incorporated, of Castroville, was ranked by a selection committee as best qualified to provide PM services for the nine facility renovation projects identified above; and

WHEREAS, a Professional Services Agreement was prepared with Ausonio, and the negotiated fee for PM Services for FY 2022/23 of $125,000 represents 13.5% of the total budget for these nine projects, which is reasonable considering the number of small, diverse, and specialty projects involved.

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 Ausonio Incorporated for Project Management Services for delivery of nine Capital Improvement Projects.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dave Potter
Mayor

ATTEST:

Nova Romero, MMC
City Clerk

PROFESSIONAL SERVICES AGREEMENT
for
Project Management Services
Agreement #_____

THIS AGREEMENT is executed this ____ day of August, 2022, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and Ausonio, Incorporated, a California Corporation, (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: Project Management and Construction Management Services for the following facility renovation-oriented capital improvement projects:

a. Sunset Center Hazardous Materials Remediation and Exterior Painting
b. Sunset Center Cottage Window Repairs
c. Harrison Memorial Library Exterior and Interior Painting
d. Harrison Memorial Library Carpet Replacement
e. City Hall Retaining Wall Emergency Repair
f. City Hall Roof Replacement
g. Facilities Component Inspections (4 buildings)
h. Vista Lobos Interior Remodel Design
i. Backup Generator at the Harrison Memorial Library

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, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto. Consultant agrees to all of the following:

ii. 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.

iii. 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.

iv. Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, 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.

v. 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.

vi. 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.

vii. 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.

viii. The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

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 City 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, hourly fees as set forth in Consultant's Compensation & Fee Schedule (Exhibit "B"), in a total amount not-to-exceed for Fiscal Year 2022/23 of One Hundred Twenty Five Thousand Dollars ($125,000.00). 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, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. 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, including subconsultants and vendors of services or goods;

xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.

xiii. Copies of subconsultant and vendor lien releases.

Any such invoices 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, subconsultants 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, including payment for authorized on-call, as-needed 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 "B").

E. **Subconsultants and Vendors**. Invoices for subconsultants and vendors of services or goods will be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Compensation & Fee Schedule (Exhibit "C"). All reimbursable expenses will be considered as included within the Maximum Authorized Expenditure. Consultant is solely responsible for payment to subconsultants and vendors of services or goods, and the City is not responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

F. **Audit and Examination of Accounts**:

i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.

ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.

iii. 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.

iv. Consultant must include the requirements of Section 2F, "Audit and Examination of Accounts", in all contracts with assignees or subconsultants under this Agreement.

v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of 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 August 8,2022 and must be completed by June 30, 2025 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 in Exhibit "C". 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.

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 AND SUBCONSULTANTS

A. **Listed Employees and Subconsultants.** Consultant will perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto in Exhibit "B".

B. **Substitution of Employees or Subconsultants:**

i. Consultant may not substitute any key employee or subconsultant listed in Exhibit "B" without the prior written approval of the City, and such approval will not be unreasonably withheld. The City wil not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.

ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant may, upon written request from the City, replace such employee or subconsultant. 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 or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.

C. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.

D. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

E. **Independent Contractor:**

i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City 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, employees and subconsultants.

ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant 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:	Robert Harary, P.E.
Title:	Director of Public Works
Address:	P.O. Box CC, Carmel, CA 93921
Telephone:	(831) 620-2021
Email:	rharary@ci.carmel.ca.us

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

Name:	Samuel Phillips
Title:	Chief Operating Officer
Company:	Ausonio, Incorporated
Address:	11420 A Commercial Parkway, Castroville, CA 95012
Telephone:	(831) 633-3371
Email:	sam@ausonio.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, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

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

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. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.

ix. 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.

x. 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 or any subcontractor 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.

xi. 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.

xii. 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, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.

B. Consultant, its agents, employees, and subconsultants 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, subconsultants, vendors, successors or assignees may have in the Materials.

B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, 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, agents and subconsultants 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, Consultant's employees, and subconsultants 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 willl 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 or any subconsultant 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, or any subconsultant:

i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;

ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;

iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;

iv. Fails to observe or comply with the City's reasonable instructions;

v. Breaches the Conflict of Interest provisions of this Agreement; or

vi. Otherwise violates any provision of this Agreement.

B. **Termination for Convenience.** The City may, at its option 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, including Services provided by any subconsultant, unless otherwise directed by the City; and

b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.

iii. 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, and its subconsultants, 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. **City Business License**. Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.

N. **Laws**. Consultant agrees that in the performance of this Agreement it will 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
_____	_____
City Administrator	Consultant Signature
_____	_____
Chip Rerig Date	Printed Name Date
_____	_____
City Administrator	Title
	_____
	Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____ Date: _____
Brian Pierik, Esq., City Attorney

ATTEST:

By: _____ Date: _____
Nova Romero, MMC, City Clerk

ATTACHMENTS:

Exhibit "A" Scope of Services
Exhibit "B" Key Personnel, Compensation, and Fee Schedule
Exhibit "C" Project Schedule

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EXHIBIT A – SCOPE OF SERVICES

Project 1. Sunset Center Hazardous Materials Remediation and Exterior Painting: The exterior of Sunset Center has not been painted in many decades. As part of a recently-completed FY 2021/22 project, paint and window casing samples were tested for hazardous materials. Hazardous material remediation and repair of some of the windows was planned for FY 2021/22; however, funding was re-appropriated for an emergency replacement of the HVAC Controller necessary for the continued operation of the theatre facilities. Asbestos was noted in only a few locations; however, lead was present in the paint in nearly all cases. Without further testing, we can no longer assume that the lead paint can be encapsulated in place, rather costlier remediation/ removal of the existing paint will likely be necessary prior to new painting. This project cost would include hiring a consultant to prepare performance specifications for the lead remediation and exterior painting, and hiring a contractor to do the remediation and painting in the field. It is premature to determine the extent to which the budget of **$150,000** will go, but future phases may be necessary.

Project 2. Sunset Center Cottage Window Repairs: This project is a companion project to the Sunset Center Hazardous Materials Remediation and Exterior Painting Project above. This project would be to remediate asbestos and lead paint around the windows of the Sunset Center Cottages, and repair or replace the imminently-failing windows. Consultant-prepared performance specifications for remediation, prepared for the above project, and the PM for the above project, should also perform these services for this related project, for efficiency. The project budget for the Cottage Windows is **$105,000**.

Project 3. Harrison Memorial Library Exterior and Interior Painting: This project and the following project (carpet replacement) for the Harrison Memorial Library could be considered a "package deal." A City investment of $100,000 to paint the exterior of the library, $100,000 to paint the interior, (combined **$200,000**) and another $100,000 to replace all of the carpeting, would satisfy the City's deferred and ongoing maintenance obligation for this historic building. Lead was found in the interior and exterior paint.

Projects 1, 2, and 3 will be combined into one set of contract documents and constructed under one contract. Tasks covering all three projects will include:

1. Bi-weekly project updates with City's Public Works Director.
2. Examine buildings and coordinate project with Facilities Maintenance Supervisor, Sunset Center staff, Sunset cottage occupants, Library staff, and Historic Preservation Planner.

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3. Coordinate with City's on-call hazardous materials consultant who will prepare remediation specifications. Check draft and final specifications.
4. Meet with window, painting, and remediation contractors to solicit input.
5. Incorporate City's on-call consultant's remediation specifications, and prepare technical specifications for patching, painting, and window repairs, and complete City's front-end contract documents. Also prepare bid item descriptions.
6. Prepare diagrams/plans/spreadsheets identifying the limits of remediation, window repairs, and painting. Library plans/spreadsheets to show both exterior and interior work areas.
7. Coordinate with City's on-call architectural consultant for design details if necessary.
8. Prepare construction cost estimate and schedule timeline.
9. Submit pre-final package for City check and incorporate comments.
10. Submit project for a City Building Permit.
11. Advertise for bids, conduct pre-bid meeting, issue one addendum if necessary, evaluate bids, and recommend award to City.
12. City staff to obtain City Council approval and execute contract.
13. Issue Notice to Proceed, conduct preconstruction and construction meetings with agendas and action item minutes, manage construction contract, approve submittals, inspect work, negotiate change orders, issue punch list, and close out.

4. Harrison Memorial Library Carpet Replacement: This project, along with the interior and exterior painting project described above, would satisfy the City's ongoing maintenance obligation for this historic building. The carpet replacement cost estimate is **$100,000**. This project should not commence until the FY 2021/22 carry-over Libraries Master Plan project is complete so that no carpeting will have to be redone for any proposed remodels. However, the carpet specifications should be prepared concurrently during the design of the exterior and interior painting project above. The PM assigned to the painting project will also oversee this carpet replacement project.

Tasks will include:

1. Monthly project updates with City, when asked to begin by the City.
2. Examine building and coordinate project with Facilities Maintenance Supervisor, Library staff, and consultant selected for the Library Master Plan project.
3. Meet with carpet vendors to solicit input.
4. Prepare technical specifications for carpet installation, and complete front-end contract documents. Also prepare bid item descriptions.
5. Prepare diagrams/plans/spreadsheets identifying the limits of removal and new carpeting.
6. Coordinate with City's on-call architectural consultant for design details if necessary.

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7. Prepare construction cost estimate and schedule timeline.
8. Submit pre-final package for City check and incorporate comments.
9. Advertise for bids, conduct pre-bid meeting, issue one addendum if necessary, evaluate bids, and recommend award to City.
10. City staff to obtain City Council approval and execute contract.
11. Issue Notice to Proceed, conduct preconstruction and construction meetings with agendas and action item minutes, manage construction contract, approve submittals, inspect work, negotiate change orders, issue punch list, and close out.

5. City Hall Retaining Wall Emergency Repair: This project is a high-priority emergency repair for the planter retaining wall on the south side of the City Hall building. The planter retaining wall not only supports the planter box but is also a structural element of the building wall and foundation. A structural repair plan was prepared, but the cost for this project is unknown at this time. At this time, **$100,000** is budgeted for repairs. A PM is needed for bidding and construction of this project.

Tasks will include:

1. Bi-weekly project updates with City.
2. Examine retaining wall area and coordinate project with Facilities Maintenance Supervisor, Building Official, Historic Preservation Planner, Public Works, and City's structural engineering consultant.
3. Review City's structural design and coordinate any corrections with the engineering consultant. Design engineer will prepare technical specifications associated with the repair.
4. Meet with shoring/foundation contractor(s) to solicit input.
5. Prepare project site plan/diagram
6. Prepare front-end contract documents and bid item descriptions.
7. Prepare construction cost estimate and schedule timeline.
8. Submit pre-final package for City check and incorporate comments.
9. Submit project for City Building Permit.
10. Advertise for bids, conduct pre-bid meeting, issue one addendum if necessary, evaluate bids, and recommend award to City
11. City staff to obtain City Council approval and execute contract.
12. Issue Notice to Proceed, conduct preconstruction and construction meetings with agendas and action item minutes, manage construction contract, approve submittals, inspect work, negotiate change orders, issue punch list, and close out.

6. City Hall Roof Replacement: The City Hall roof was last replaced in 1984 and is approximately 15-years past its warranty. Roof leaks have been increasing and repaired by contractors, or staff, over the past few years as the roof progressively deteriorates. Based on a budgetary quote, the cost for this project is **$100,000**.

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Tasks will include:

1. Monthly project updates with City.
2. Examine roof and coordinate project with Facilities Maintenance Supervisor and Historic Preservation Planner.
3. Review City's quote and meet with 1-2 roofing specialists for input.
4. Prepare technical specifications and front-end contract documents. Also prepare bid item descriptions.
5. Prepare diagrams/plans identifying the areas for roof replacement.
6. Coordinate with City's on-call architectural consultant for roofing design details if necessary.
7. Prepare construction cost estimate and schedule timeline.
8. Submit pre-final package for City check and incorporate comments.
9. Submit project for City Building Permit.
10. Advertise for bids, conduct pre-bid meeting, issue one addendum if necessary, evaluate bids, and recommend award to City.
11. City staff to obtain City Council approval and execute contract.
12. Issue Notice to Proceed, conduct preconstruction and construction meetings with agendas and action item minutes, manage construction contract, approve submittals, inspect work, negotiate change orders, issue punch list, and close out.

7. Facilities Component Inspections: This project would be a follow-up to the cursory Facilities Assessment conducted in 2013 and would include ASTM E 2018-5 or similar property condition assessments for City Hall, Fire Station, Public Works, and Vista Lobos facilities by qualified engineers and architects. Reports would include detailed specifics on building infrastructure along with any noted deficiencies and their associated estimated costs. Budget is **$85,000.**

Tasks will include:

1. Monthly project updates with City.
2. Review seven SOQs submitted by Architects to the City to provide Building Condition Assessment Reports, and coordinate selection with City. Selection process will also consider Project 8, Vista Lobos design.
3. Prepare Professional Services Agreement and exhibits with selected firm.
4. City staff to obtain City Council approval and execute consultant contract.
5. Conduct kickoff and bi-monthly meetings, prepare agendas and action item minutes.
6. Tour the four facilities with architectural team, Facilities Maintenance Supervisor, and building occupant representatives.
7. Review and comment on the draft Condition Assessment reports, and gather comments from applicable stakeholders (i.e. building occupants, Building Official, Public Works, Planner). Contact up to 6 equipment

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vendors and/or engineers to confirm the need and cost estimate for the most costly replacements or repairs identified.
8. Ensure comments are incorporated into the final reports.
9. City staff to present results of the reports to the City Council. Support staff with exhibits, photos, charts, and estimates.
10. Support City staff in identifying priority facility renovation projects to include in the 5-year Capital Improvement Plan and in drafting preliminary project descriptions and budgets for up to ten future projects.

8. Vista Lobos Interior Remodel Design: Several City departments have severe shortages of suitable workspace for existing staff, let alone new recruits. This proposed project would involve designing the remodel of the community room at Vista Lobos to be converted into staff workspaces (modular offices) after renovation, if funded in the subsequent FY 2023/24. Due to the urgent need of office space, this remodel would be limited to just the community room and kitchenette area, not the entire building. The community room needs new insulation, interior lighting, HVAC system, and partition walls and door for a small meeting room, sheetrock, and painting. The main roof support beams may need to be structurally-tied to the support columns. The design budget is very limited at **$25,000.**

Tasks will include:

1. Bi-weekly project updates with City.
2. Support Architectural consultant selection per Project 7, Task 2. Prepare Professional Services Agreement and exhibits with selected architect, if different than the consultant selected for Project 7.
3. City staff to obtain City Council approval and execute consultant contract.
4. Conduct kickoff and monthly meetings, prepare agendas and action item minutes.
5. Tour the building with Architectural team, Facilities Maintenance Supervisor, Community Services, IT, and Police representatives.
6. Meet with contractors and modular office furniture vendors for input.
7. Oversee architectural design related to renovating the community room/kitchenette into functional office space.
8. Review and comment on a draft design schematic, and gather comments from applicable stakeholders (i.e. building occupants, Building Official, Public Works). Assume 30% and 90% designs.
9. Recommend approach for construction (i.e. phasing, City is prime, Ausonio or other contractor is prime, etc.)
10. Provide project description and cost estimate for subsequent phase of the project for FY 2023/24 CIP budget.

9. Backup Generator at the Harrison Memorial Library: Preliminary quotes were received for a new generator to predominantly backup the IT servers and essential equipment in the lower level of the library. This has proven to be a

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tricky project as there is limited outdoor space available for the generator, which has restricted progress to date. However, this project scope assumes that the generator can be accommodated in the existing, elevated planter in the northwest corner of the building. The project budget is **$60,000**.

Tasks will include:

1. Monthly project updates with City.
2. Review five SOQs submitted by Mechanical/Electrical Engineers to the City to provide generator installations, and coordinate selection with City.
3. Prepare Professional Services Agreement and exhibits with selected firm.
4. City staff to obtain City Council approval and execute consultant contract.
5. Conduct kickoff and monthly meetings, prepare agendas and action item minutes.
6. Tour site with design team, Facilities Maintenance Supervisor, Library and IT representatives, Planner, Building Official.
7. Meet with generator vendors and electrical contractors for input.
8. Review and comment on design. Ensure comments are incorporated in the final design. Assume 30%, 90% and final designs.
9. Prepare technical specifications and front end contract documents. Also prepare bid item descriptions.
10. Prepare construction cost estimate and schedule timeline.
11. Submit pre-final package for City check and incorporate comments.
12. Submit project for City Building Permit.
13. Advertise for bids, conduct pre-bid meeting, issue one addendum if necessary, evaluate bids, and recommend award to City.
14. Issue Notice to Proceed, conduct preconstruction and construction meetings with agendas and action item minutes, manage construction contract, approve submittals, inspect work, negotiate change orders, issue punch list, and close out.

AUSONIO
INCORPORATED

EXHIBIT B – Compensation and Fee Schedule

Costs for Project Management Services will be hourly per our rate sheet, enclosed, and billed out monthly. Hourly rates are fully burdened rates and include labor, benefits, overhead, and profit. An annual rate increase of 5% to be accessed every January 1st during the project.

The anticipated manpower will be a part-time Project Manager and a part-time Project Engineer with minor support staff.

Key Staff:

- Dustin Conner, Senior Project Manager/Construction Manager
- Diane Miller, Project Manager
- Geraldo "Jerry" Ramirez, Assistant Project Manager
- Jill Kronick, Project Engineer

Any Subconsultants:

- Martin D. Frankis, Cost estimator/Scheduler

The not-to-exceed budget to complete all the current projects listed above is $250,000 spread out over two years. The budget for Fiscal Year 2022/23 is $125,000; however, it needs to be clear that we will not finish all the listed projects within one year.

Ausonio will provide its staff with a computer and phone. All other expenses, if needed, to be paid by City such as, but not limited to: office space, printing, travel, etc. All reimbursable expenses are in addition to the above and will include a 10% mark-up.

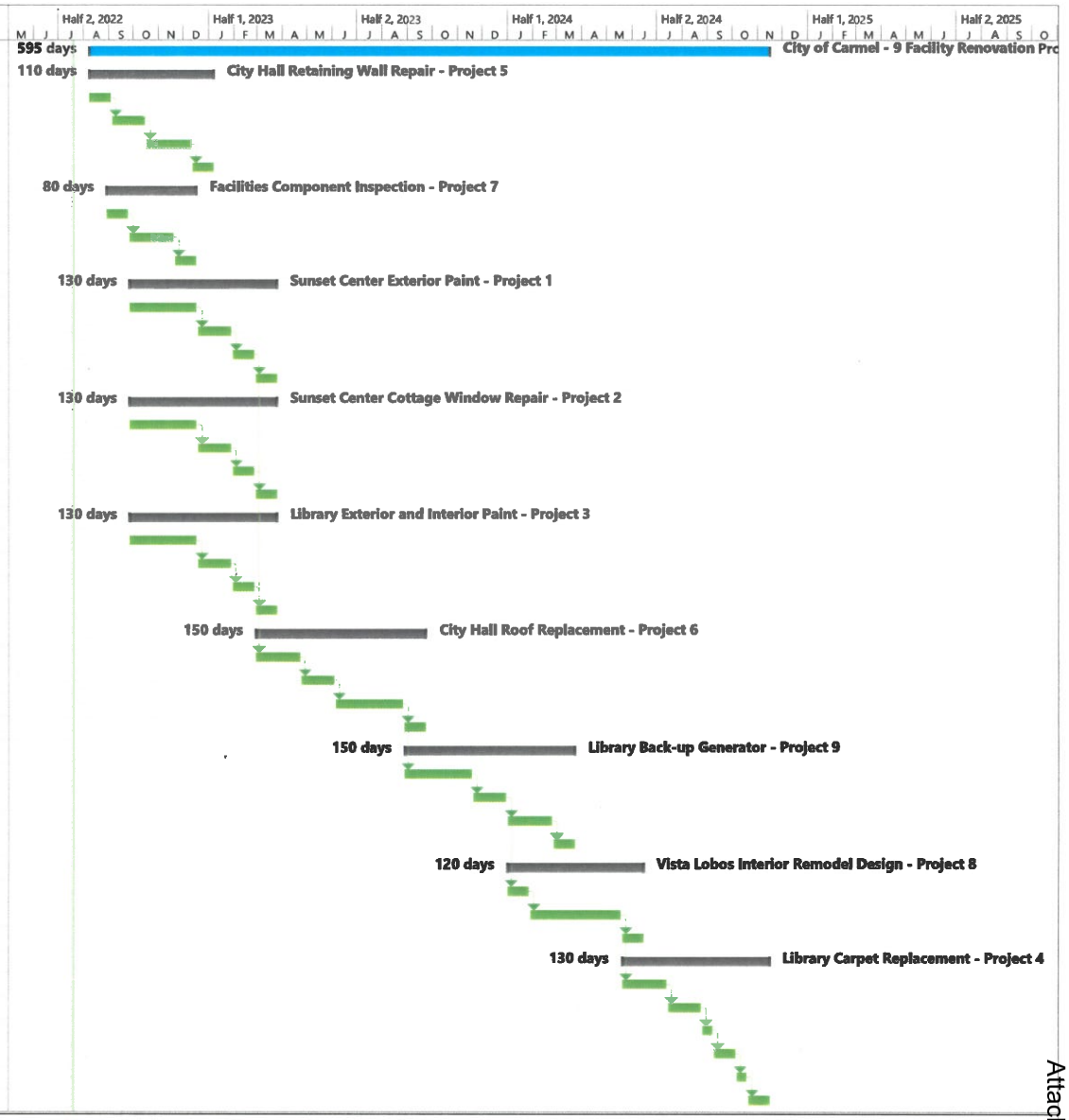
AUSONIO
CONSTRUCTION MANAGEMENT
SINCE 1959

EXHIBIT B

HOURLY RATE SHEET

No.	Key Personnel	Role	Fully Burdened Hourly Rates		
			7/1/2022 to 6/30/2023	7/1/2023 to 6/30/2024	7/1/2024 to 6/30/2025
1.	Samuel J. Phillips	Principal-in-Charge	$250.00	$262.50	$275.63
2.	Brian Tracy	Construction Manager	$185.00	$194.25	$203.96
3.	Dustin Conner	Construction Manager	$185.00	$194.25	$203.96
4.	Susan Bender	Project Manager	$140.00	$147.00	$154.35
5.	Steve Pichler	Project Manager	$140.00	$147.00	$154.35
6.	Jill Kronick	Project Engineer	$95.00	$99.75	$104.74
7.	Diane Miller	Project Manager	$140.00	$147.00	$154.35
8.	Jerry Ramirez	Assistant Project Manager	$125.00	$131.25	$137.81
No.	Other Staff (or Classifications)	Role	Fully Burdened Hourly Rates		
			7/1/2022 to 6/30/2023	7/1/2023 to 6/30/2024	7/1/2024 to 6/30/2025
9.	Martin D. Frankis	Estimator	$160	$168	$172

ID	Task Name	Duration	Start	Finish	Predecessors
1	**City of Carmel - 9 Facility Renovation Projects**	**595 days**	**Mon 8/8/22**	**Fri 11/15/24**	
2	**City Hall Retaining Wall Repair - Project 5**	**110 days**	**Mon 8/8/22**	**Fri 1/6/23**	
3	Draft Bid Docs	1 mon	Mon 8/8/22	Fri 9/2/22	
4	Bid and Procure Contractor	1.5 mons	Mon 9/5/22	Fri 10/14/22	3
5	Construction	2 mons	Mon 10/17/2	Fri 12/9/22	4
6	Close-out	1 mon	Mon 12/12/2	Fri 1/6/23	5
7	**Facilities Component Inspection - Project 7**	**80 days**	**Mon 8/29/22**	**Fri 12/16/22**	
8	Start-up and Conduct Survey/ Inspections	1 mon	Mon 8/29/22	Fri 9/23/22	
9	Draft Report	2 mons	Mon 9/26/22	Fri 11/18/22	8
10	Finalize Report	1 mon	Mon 11/21/2	Fri 12/16/22	9
11	**Sunset Center Exterior Paint - Project 1**	**130 days**	**Mon 9/26/22**	**Fri 3/24/23**	
12	Procure Design and Draft Bid Docs	3 mons	Mon 9/26/22	Fri 12/16/22	
13	Bid and Procure Contractor	1.5 mons	Mon 12/19/2	Fri 1/27/23	12
14	Construction	1 mon	Mon 1/30/23	Fri 2/24/23	13
15	Close-out	1 mon	Mon 2/27/23	Fri 3/24/23	14
16	**Sunset Center Cottage Window Repair - Project 2**	**130 days**	**Mon 9/26/22**	**Fri 3/24/23**	
17	Procure Design and Draft Bid Docs	3 mons	Mon 9/26/22	Fri 12/16/22	
18	Bid and Procure Contractor	1.5 mons	Mon 12/19/2	Fri 1/27/23	17
19	Construction	1 mon	Mon 1/30/23	Fri 2/24/23	18
20	Close-out	1 mon	Mon 2/27/23	Fri 3/24/23	19
21	**Library Exterior and Interior Paint - Project 3**	**130 days**	**Mon 9/26/22**	**Fri 3/24/23**	
22	Procure Design and Draft Bid Docs	3 mons	Mon 9/26/22	Fri 12/16/22	
23	Bid and Procure Contractor	1.5 mons	Mon 12/19/2	Fri 1/27/23	22
24	Construction	1 mon	Mon 1/30/23	Fri 2/24/23	23
25	Close-out	1 mon	Mon 2/27/23	Fri 3/24/23	24
26	**City Hall Roof Replacement - Project 6**	**150 days**	**Mon 2/27/2**	**Fri 9/22/23**	
27	Procure Design and Draft Bid Docs	2 mons	Mon 2/27/23	Fri 4/21/23	14,19,24
28	Bid and Procure Contractor	1.5 mons	Mon 4/24/23	Fri 6/2/23	27
29	Construction	3 mons	Mon 6/5/23	Fri 8/25/23	28
30	Close-out	1 mon	Mon 8/28/23	Fri 9/22/23	29
31	**Library Back-up Generator - Project 9**	**150 days**	**Mon 8/28/2**	**Fri 3/22/24**	
32	Procure Design and Draft Bid Docs	3 mons	Mon 8/28/23	Fri 11/17/23	29
33	Bid and Procure Contractor	1.5 mons	Mon 11/20/2	Fri 12/29/23	32
34	Construction	2 mons	Mon 1/1/24	Fri 2/23/24	33
35	Close-out	1 mon	Mon 2/26/24	Fri 3/22/24	34
36	**Vista Lobos Interior Remodel Design - Project 8**	**120 days**	**Mon 1/1/24**	**Fri 6/14/24**	
37	Procure Designer	1 mon	Mon 1/1/24	Fri 1/26/24	33
38	Design Meetings	4 mons	Mon 1/29/24	Fri 5/17/24	37
39	Finalize Design	1 mon	Mon 5/20/24	Fri 6/14/24	38
40	**Library Carpet Replacement - Project 4**	**130 days**	**Mon 5/20/24**	**Fri 11/15/24**	
41	Procure Design and Draft Bid Docs	2 mons	Mon 5/20/24	Fri 7/12/24	38
42	Bid and Procure Contractor	1.5 mons	Mon 7/15/24	Fri 8/23/24	41
43	Move Furniture	0.5 mons	Mon 8/26/24	Fri 9/6/24	42
44	Construction	1 mon	Mon 9/9/24	Fri 10/4/24	43
45	Move Furniture	0.5 mons	Mon 10/7/24	Fri 10/18/24	44
46	Close-out	1 mon	Mon 10/21/2	Fri 11/15/24	45



Attachment 2

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

August 2, 2022
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 2022-066, approving an Agreement with the City of Monterey for Vehicle Maintenance Services

RECOMMENDATION:

Adopt Resolution 2022-066, approving an Agreement with the City of Monterey for Vehicle Maintenance Services.

BACKGROUND/SUMMARY:

Over the years, the City of Monterey's Fleet Services Division has consistently provided reliable maintenance and repair services for Carmel's fleet. In fact, staff cannot recall an incident where any services or repairs had to be sent back to be redone.

Monterey's services typically include brakes, transmission, and coolant system services, computer diagnostics, belts, electrical, fuel, and exhaust system repairs, and similar services. Carmel staff drops off our vehicles at Monterey's Ryan Ranch facility, and pickup our vehicles when ready.

The Public Works departments between our cities have longstanding, collaborative working relationships and excellent communications. Monterey has regularly notified us in advance of unexpected extra work or delays on our vehicles. Overall, we very satisfied with their performance and customer service.

To reduce the cost of outside services to maintain our fleet, during the Covid Pandemic budget reductions, Public Works re-instituted performing basic vehicle maintenance in-house, including basic diagnostics, oil and air filter changes, battery charging and replacements, tire rotations, and similar activities. However, we are not equipped to perform the more specialized vehicle services that Monterey's Fleet Services can provide.

The City of Carmel entered into a similar, 5-year, Vehicle Maintenance Services agreement with Monterey in 2012. The agreement provided for up to five optional, annual extensions, all of which were awarded, and the agreement expires on August 7, 2022. Similarly, the new Vehicle Maintenance Services Agreement also has an initial term of five years plus up to four optional, annual extensions.

FISCAL IMPACT:

Vehicle maintenance and repair services rendered by the City of Monterey fleet specialists will be billed at $129 per hour. These rates are subject to change over the term of the Agreement. Costs for repair parts will be marked up 10 percent, and all job orders will include a surcharge of one percent for waste disposal, lubricants, and incidentals. These not-for-profit rates are below what we would expect to pay for the same services performed at commercial auto shops and dealers.

Any repairs estimated over $750 will require Carmel Public Works' pre-approval before Monterey provides those repairs.

For Fiscal Year 2022/23, the Public Works/Streets operating budget for vehicle maintenance, in Account #101-119-41-42203, is $41,500. The Public Safety Department's budget for vehicle maintenance includes: $17,000 for Ambulance in Account #101-118-00-42203, $35,000 for Fire, Account #101-117-00-42203, plus $23,000 for Police, Account #101-116-00-42203, for a total of $75,000. It should be noted that larger, more complex work on heavy Public Works equipment and fire apparatus is farmed out to specialized repair shops.

PRIOR CITY COUNCIL ACTION:

In August 2012, the City Council approved an agreement with the City of Monterey for Vehicle Maintenance Services for a period of five years. The City of Carmel administratively authorized the extension of that agreement for all five optional, annual renewal periods.

ATTACHMENTS:

Attachment 1) Resolution 2022-066
Attachment 2) Vehicle Maintenance Agreement with City of Monterey

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2022-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA APPROVING AN AGREEMENT WITH THE CITY OF MONTEREY FOR VEHICLE MAINTENANCE SERVICES

WHEREAS, the City of Monterey and the City of Carmel-by-the-Sea have enjoyed a longstanding, collaborative working relationship; and

WHEREAS, in 2012, the City of Carmel-by-the-Sea entered into a five-year Vehicle Maintenance Services Agreement with the City of Monterey, the agreement allowed for up to five optional, annual extensions, all of which were authorized, and the agreement expires on August 7, 2022; and

WHEREAS, the City of Monterey's Fleet Services Division has consistently provided reliable maintenance and repair services for Carmel's fleet, and the City of Carmel has been very satisfied with Monterey's performance and customer service; and

WHEREAS, the rates charged by Monterey are below what we would expect to pay for the same vehicle maintenance and repair services performed at commercial auto shops and dealers; and

WHEREAS, since the Covid-19 Pandemic, Carmel Public Works reinstituted performing basic vehicle maintenance in-house to further reduce costs, but we are not equipped to perform the more specialized vehicle services that Monterey's Fleet Services can provide.

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

Approve the Agreement with the City of Monterey for Vehicle Maintenance Services.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dave Potter
Mayor

ATTEST:

_____
Nova Romero, MMC
City Clerk

AGREEMENT FOR VEHICLE MAINTENANCE SERVICES

City of Monterey and City of Carmel-by-the-Sea

THIS AGREEMENT for Vehicle Maintenance Services is made and entered into on this date: _____, by and between the City of Monterey (hereinafter "Monterey"), a municipal corporation, as the service provider, and the City of Carmel-by-the-Sea, a municipal corporation (hereinafter "Carmel").

WHEREAS, Carmel desires to utilize the City of Monterey for vehicle maintenance services, as outlined in detail in the attached **Exhibit A**; and

WHEREAS, Monterey is willing and qualified to provide such services to Carmel upon the terms and conditions set forth herein; and

WHEREAS, California Government Code section 54981 provides the City Councils of Monterey and Carmel with the authority to contract for performance of municipal services by the former within the territory of the later; and

WHEREAS, the City of Monterey authorized this agreement on [_____, 2022] by the passage of Resolution No._____ ; and

WHEREAS, the City of Carmel authorized this agreement on August 2, 2022 by the passage of Resolution No. 2022-066.

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, Monterey and Carmel agree as follows:

1. **SERVICES TO BE PROVIDED**. The City of Carmel-by-the-Sea hereby engages Monterey to perform, and Monterey hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement.

1.01. FINAL DECISION AUTHORITY. Carmel's Public Works Director shall have final decision authority over the results of the services performed on behalf of Carmel, and all work performed by Monterey shall be to the satisfaction of Carmel's Public Works Director. In instances where a dispute arises over the Public Works Director's determination, Carmel's City Administrator shall render a final decision.

1.02. DUTIES OF MONTEREY AND CARMEL. **See Exhibit A**.

1.03. EXTRA WORK. Monterey shall not perform extra work without written authorization from Carmel's City Administrator or designee. Any extra work so authorized shall be within the general scope of work set forth in this Agreement.

2. **PAYMENTS BY CARMEL**. Carmel shall pay Monterey in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement.

3. **TERM OF AGREEMENT.**

3.01. INITIAL TERM. The term of this Agreement shall be from August 8, 2022 through August 8, 2027, unless sooner terminated pursuant to the terms set forth in section 7 herein.

3.02. EXTENSIONS. This Agreement may be extended by up to four (4) additional one-year terms, which extension shall occur automatically on an annual basis unless notice of termination is provided by either party in accordance with the provisions of section 7 herein. At the time of any extension, or at any other time as may be necessary during the term of the Agreement, the labor rates schedule (**Exhibit A**) may be adjusted by written agreement between the City Managers of each party. Should either party decide not to extend the Agreement beyond the initial five (5) year or subsequent one (1) year terms, notice of such decision shall be provided to the other party no later than 30 days before the expiration date of the Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement.

Exhibit A Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.01. Monterey warrants that Monterey and Monterey's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed (if applicable) to perform the work and deliver the services required under this Agreement, and that they are not employees of Carmel.

5.02. Monterey, its agents, employees and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. Monterey shall furnish all materials, equipment, and personnel necessary to carry out the specific services set forth in **Exhibit A** herein, except as otherwise specified in this Agreement. Monterey shall not use Carmel's premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

5.04. Monterey shall perform all services set forth in **Exhibit A** in a timely manner consistent with the time Monterey would perform similar services within its own jurisdiction whenever possible; however, Monterey projects shall be given priority over Carmel projects if scheduling conflicts arise and Monterey shall not be liable for any delays in performing Carmel's work if such delays are caused by such scheduling conflicts.

6. PAYMENT CONDITIONS.

6.01. Payment for Monterey's services under this Agreement shall be made by Carmel upon the monthly submission to Carmel by Monterey of an invoice for services rendered by Monterey in the preceding month. Payment shall be made within thirty (30) days after receipt of such invoice. An additional two percent (2%) will be paid as a late payment carrying charge for each thirty days of delinquency thereafter. Any disputed invoices shall be brought to Monterey's attention within ten (10) days of receipt or invoices will be deemed acceptable.

6.02. Carmel and Monterey acknowledge that there may be partially completed projects at both the beginning and the end of term of this Agreement or any extensions thereof. Carmel and Monterey agree that the payments to Monterey as provided in **Exhibit A** shall be deemed fair compensation for the work provided by Monterey during the term of this Agreement, regardless of the partially completed projects at the beginning and the end of the term of this Agreement or any extensions thereof.

6.03. Monterey shall receive payment for work performed pursuant to the payment provisions set forth in **Exhibit A**, regardless of whether Carmel elects to charge fees. For projects subject to waivers of fees, Carmel shall calculate the amount of fees otherwise due, and pay Monterey accordingly.

6.04. Monterey shall not receive reimbursement for travel expenses unless set forth in **Exhibit A** herein.

7. TERMINATION.

7.01. During the term of this Agreement, either party may terminate the Agreement for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. In the event of an adverse claim or litigation involving either party and related to the services of this Agreement, this Agreement may be terminated by either party giving written notice at least ten (10) days prior to the effective date of termination. Any termination notice shall set forth the effective date of termination.

7.02. Carmel may cancel and terminate this Agreement for good cause effective immediately upon written notice to Monterey. "Good cause" includes the failure of Monterey to perform the required services at the time and in the manner provided under this Agreement. If Carmel terminates this Agreement for good cause, Carmel may be relieved of the payment of any consideration to Monterey, and Carmel may proceed with the work in any manner which Carmel deems proper. The cost to Carmel shall be deducted from any sum due Monterey under this Agreement.

7.03. Monterey may cancel and terminate this Agreement for good cause effective immediately upon written notice to Carmel. "Good cause" includes but is not limited to failure of Carmel to pay Monterey at the time and in the manner provided under this Agreement or other failure of Carmel to fulfill its responsibilities set forth in **Exhibit A** herein. Termination of this Agreement pursuant to this section shall not be construed to limit Monterey's right to obtain, by any means available at law, the amount Carmel still owes Monterey.

8. IMMUNITY.

As Carmel's authorized representative, Monterey shall be recognized as having rights to any immunities it is entitled to. In no event shall any duties contained in **Exhibit A**, or otherwise herein, negate any legal protections or immunities available to the parties under local, state or federal law. Monterey's liability, including, without limitation, that referenced in Section 10 herein, shall be limited to an amount not to exceed the fee earned for each project.

9. **INDEMNIFICATION.**

9.01 Each party shall indemnify, defend and hold harmless the other party, to the extent allowed by law and in proportion to fault, against any and all third-party liability for claims, demands, costs or judgments (direct, indirect, incidental or consequential) involving bodily injury, personal injury, death, property damage or other costs and expenses (including reasonable attorneys'. fees, costs and expenses) arising or resulting from the acts or omissions of its own officers, agents, employees or representatives carried out pursuant to the obligations of this Agreement.

9.02 Each party will protect, defend, indemnify and hold harmless the other party (including their officials, employees and agents as the same may be constituted now and from time to time hereafter) from and against any and all liabilities, losses, damages, expenses or costs, whatsoever (including reasonable attorneys' fees, costs and expenses), which may arise against or be incurred by the other party as a result of or in connection with any actual or alleged breach of this Agreement by either party.

9.03 These indemnity provisions shall survive the termination or expiration of this Agreement. Further, each party will be liable to the other party for attorneys' fees, costs and expenses, and all other costs and expenses whatsoever, which are incurred by the other party in enforcing these indemnity provisions.

10. **INSURANCE.**

10.01 Each party shall maintain in effect, at its own cost and expense, the following insurance coverage provided either through a bona fide program of self-insurance, commercial insurance policies, or any combination thereof as follows:

a. Commercial General Liability or Public Liability with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate. Each party shall prove that is self insured to the limits specified or have its insurance policy endorsed to name the other party additionally insured.

b. Auto Liability including owned, leased, non-owned, and hired automobiles, with a combined single limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

c. If a party employs others in the performance of this Agreement, that party shall maintain Workers' Compensation in accordance with California Labor Code section 3700 with a minimum of $1,000,000 per occurrence for employer's liability, for the duration of time that such workers are employed.

d. Each party shall maintain in effect throughout the term of this Agreement all risk property insurance, excluding earthquake and flood, on all permanent property of an insurable nature in an amount sufficient to cover at least 100% of the replacement costs of said property.

10.02 All insurance required by this Agreement shall:

a. Be placed (1) with companies admitted to transact insurance business in the State of California and with a current A.M. Best rating of no less than A:VI or with carriers with a current A.M. Best rating of no less than A:VII; or (2) disclosed self-insurance with limits acceptable to the other party;

b. Provide that each party's insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the other party and that the insurance of the other party shall not be called upon to contribute to a loss covered by a party's insurance; and

c. Subsequent to execution of this Agreement, each party shall file certificates of insurance with the other party evidencing that the required insurance is in effect.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, Monterey, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Monterey's employment practices or in the furnishing of services to recipients. Monterey shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Monterey and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, Monterey is at all times acting and performing as an independent contractor and not as an employee of Carmel. No offer or obligation of permanent employment with Carmel or particular Carmel department or agency is intended in any manner, and Monterey shall not become entitled by virtue of this Agreement to receive from Carmel any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits.

13. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to Carmel's and Monterey's contract administrators at the addresses listed below:

FOR CARMEL-BY-THE-SEA:	**FOR MONTEREY:**
Chip Rerig City Administrator	Hans Uslar City Manager
Carmel-by-the-Sea PO Box CC	City Hall

Carmel-by-the-Sea, CA 93921	Monterey, CA 93940
Ph: (831) 620-2000	Ph. (831) 646-3760

14. **MISCELLANEOUS PROVISIONS.**

14.01. Conflict of Interest. Monterey represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

14.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by Carmel and Monterey.

14.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by Carmel and Monterey. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

14.04. Contractor. The term “Monterey” as used in this Agreement includes Monterey’s officers, agents, and employees acting on Monterey’s behalf in the performance of this Agreement.

14.05. Disputes. Monterey shall continue to perform under this Agreement during any dispute. Monterey and Carmel hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

14.06. Assignment and Subcontracting. Monterey shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of Carmel. None of the services covered by this Agreement shall be subcontracted without the prior written approval of Carmel. Notwithstanding any such subcontract, Monterey shall continue to be liable for the performance of all requirements of this Agreement.

14.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of Carmel and Monterey under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

14.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

14.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

14.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

14.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

14.12. Non-exclusive Agreement. This Agreement is non-exclusive and both Carmel and Monterey expressly reserve the right to contract with other entities for the same or similar services.

14.13. Construction of Agreement. Carmel and Monterey agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

14.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

14.15. Authority. Any individual executing this Agreement on behalf of Carmel or Monterey 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.

14.16. Integration. This Agreement, including the exhibits and any documents incorporated by reference, represent the entire Agreement between Carmel and Monterey with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between Carmel and Monterey as of the effective date of this Agreement, which is the date that Carmel signs the Agreement.

14.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

14.18 Severability. If any of the provisions contained in the Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of this 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.

IN WITNESS WHEREOF, Carmel and Monterey have executed this Agreement as of the day and year written on the first page herein.

CITY OF MONTEREY

By: _____
Hans Uslar
City Manager

_____
Date Signed

CITY OF CARMEL-BY-THE-SEA

By: _____
Chip Rerig
City Administrator

_____
Date Signed

EXHIBIT A

SCOPE OF SERVICES/PAYMENT PROVISIONS

CITY OF CARMEL-BY-THE-SEA VEHICLE MAINTENANCE SERVICES

Monterey agrees to provide Carmel the same services as currently provided the City of Monterey vehicle fleet. Said services shall include, but are not limited to, mechanical maintenance and vehicle repair.

I. City of Monterey Responsibilities:

1) All preventative maintenance (PM) services will be done based on Monterey's fleet experience. PM service charges include all fluid, parts, and labor relative to performing the service.

2) Repairs, component replacement, and repair estimates will be done on an actual time/material basis. The current contractual labor rate is **$129.00** per hour. The labor rate is subject to change and Monterey shall give a 30-day written notice before any changes are made. Repair parts will be acquired through City of Monterey Mechanical purchasing and charged back to internal and external customers at cost plus 10%. An additional 1% charge will be added to each work order to cover miscellaneous items such as waste disposal, small parts, spray lubes, etc. Parts and labor estimates for major repairs will be given and Carmel must approve all major repair work in advance.

3) Monterey reserves the right to prioritize and decline work in the event of scheduling conflicts, emergencies, or lack of expertise in a given area.

4) Monterey Automotive Mechanics have authorization to approve and conduct repair work up to $750 (eg. air filters, wiper blades). All repairs over $750 must be pre-approved by Carmel's designated point of contact.

5) Monterey agrees to supply fuel to all vehicles owned by and registered to Carmel. Fuels normally dispensed to Monterey's fleet (i.e. gasoline & diesel fuel) will be available at Monterey's Card Lock Station at Fire Station 1, Pacific Street. All authorized vehicles and personnel will be issued cards and instructions for using Monterey's Card Lock Fuel Station.

6) Fuel will be charged to all customers (internal and external) at 5% over cost to Monterey, to cover the cost of fuel pump maintenance and fuel management software. Carmel will be invoiced at the beginning of the month for the preceding month's fuel. A complete log of all vehicle fuel records will accompany each invoice for the month being invoiced. Payment is due and payable no later than 30 days after receipt of invoice by Carmel. A 10% late payment penalty will be assessed for any payment received after the 30-day deadline.

II. Preventative Maintenance Schedule

Preventative maintenance services will be performed at 5,000 mile or 100 hour intervals. The preventative maintenance services will include: oil and filter change, chassis lube and top off all fluids. It will also include tire rotation and inspection of the brakes, tires, frame, suspension, exhaust, body, and interior, as well as all under hood components (i.e. belts, hoses, etc.). Other levels of service will be performed according to the vehicle manufacturers' recommendations.

III. Carmel Responsibilities

All of Carmel's vehicles requiring service or repair shall be delivered and picked up at Monterey's Corporation Yard at Ryan Ranch by Carmel personnel. Preventative maintenance and repairs will be invoiced to Carmel upon completion of work. Payment is due by Carmel 30 days after receipt of each invoice from Monterey.

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

August 2, 2022
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Agnes Martelet, Manager, Environmental Compliance
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2022-067 approving a Budget Amendment of $20,395 to the Fiscal Year 2022-2023 Adopted Budget for the CalRecycle SB 1383 Local Assistance Grant

RECOMMENDATION:

Adopt Resolution 2022-067 approving a Budget Amendment of $20,395 to the Fiscal Year 2022-2023 Adopted Budget for the CalRecycle SB 1383 Local Assistance Grant.

BACKGROUND/SUMMARY:

In September 2016, Senate Bill (SB) 1383 was signed into law by the Governor to reduce emissions of methane, a potent greenhouse gas. The law established the following targets:

- Reduce organic waste disposal by 50 percent by 2020 and 75 percent by 2025,
- Rescue for people to eat at least 20 percent of currently disposed edible food by 2025.

In November 2020, the Department of Resources Recycling and Recovery (CalRecycle) established stringent regulations to implement SB 1383. In January 2022, CalRecycle issued the SB 1383 Local Assistance Grant Program, a one-time non-competitive grant program meant to provide aid to jurisdictions for the implementation of the SB1383 regulations.

In February 2022, the City worked collaboratively with the Monterey Regional Waste Management District (MRWMD) and other member jurisdictions to develop a joint grant application for this grant program. The intent of the regional approach was to pool grant funds from each individual agency to implement a coordinated and unified program across the region. This approach will allow local agencies, including Carmel, to make significant strides towards compliance with the requirements of SB1383. In April 2022, Council adopted Resolution 2022-027 approving an amendment to the Memorandum of Understanding (MOU) between the MRWMD and its member jurisdictions for the implementation of this grant.

In June 2022, CalRecycle notified the City that the grant application was successful, and the City was awarded $20,395. Resolution 2022-067 (Attachment 1) amends the adopted FY 2022-2023 budget to incorporate the awarded funds into the Public Works' Environmental Division contract services account. The funds will be remitted to the MRWMD for regional SB 1383 implementation, as specified in the MOU

between the MRWMD and its member jurisdictions.

FISCAL IMPACT:

The City Council has allocated $166,860 in the Environmental Division Contract Services fund (Account no. 101-119-43-42001) in Fiscal Year 2022-23. This grant will add $20,395 to this budget, which brings the total to $187,255.

PRIOR CITY COUNCIL ACTION:

In April 2022, Council adopted Resolution 2022-027 approving an amendment to the MOU between the MRWMD and its member jurisdictions for the implementation of the CalRecycle SB 1383 Local Assistance Grant.

ATTACHMENTS:

Attachment 1) Resolution 2022-067

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2022-067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA APPROVING A BUDGET AMENDMENT OF $20,395 TO THE FISCAL YEAR 2022-2023 ADOPTED BUDGET FOR THE CALRECYCLE SB 1383 LOCAL ASSISTANCE GRANT

WHEREAS, in September 2016, the Governor signed into law Senate Bill 1383 (SB 1383) establishing methane emissions reduction targets; and

WHEREAS, in November 2020, the Department of Resources Recycling and Recovery (CalRecycle) issued regulations to implement SB 1383; and

WHEREAS, CalRecycle is administering a one-time local assistance grant program meant to provide aid in the implementation of these regulations; and

WHEREAS, the City applied for the SB 1383 local assistance grant as part of a regional effort to utilize the grant funds to develop regional solutions to meet the requirements of SB 1383 via the Memorandum of Understanding (MOU) established between the Monterey Regional Waste Management District and its member jurisdictions; and

WHEREAS, the City Council approved an amendment to the MOU between the Monterey Regional Waste Management District and its member jurisdictions for the implementation of this grant in April 2022 via Resolution Number 2022-027; and

WHEREAS, CalRecycle awarded the SB 1383 local assistance grant, and the City's share of the regional implementation grant is $20,395.

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

Approve a Budget Amendment of $20,395 to the Fiscal Year 2022-2023 Adopted Budget as shown in the attached Exhibit A for the CalRecycle SB 1383 Local Assistance Grant.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dave Potter
Mayor

ATTEST:

_____
Nova Romero
City Clerk

EXHIBIT A

General Ledger Account	Account Description	Purpose	FY 22-23 Adopted Budget	Adjustment Amount	FY 21-22 Amended Budget
101-000-00-35011	General Fund Revenue Grants	To recognize CalRecycle SB 1383 local assistance grant	$25,000	$395	$25,395
101-119-43-42001	General Fund Expenditures Public Works Environmental Compliance Division Contract Services	To increase contract service budget for MRWMD grant implementation	$166,860	$20,395	$187,255

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

August 2, 2022
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 2022-068, approving a Budget Amendment of $150,000 to the Fiscal Year 2022/23 Adopted Budget for the Cal Fire Grant and authorizing the City Administrator to execute a Professional Services Agreement with Davey Resource Group for development of an Urban Forestry Master Plan

RECOMMENDATION:

Adopt Resolution 2022-068, approving a Budget Amendment of $150,000 to the Fiscal Year 2022/23 Adopted Budget for the Cal Fire Grant and authorizing the City Administrator to execute a Professional Services Agreement with Davey Resource Group for development of an Urban Forestry Master Plan.

BACKGROUND/SUMMARY:

In December 2021, the City submitted an application to the California Department of Forestry and Fire Protection (Cal Fire) requesting $150,000 to support the creation of the City's Urban Forestry Master Plan (UFMP). At the May 2, 2002 Special Meeting, the City Council adopted Resolution 2022-040, accepting the $150,000 grant.

In April 2022, requests for Statements of Qualifications (SOQs) were advertised, from San Jose to Sacramento to San Luis Obispo, seeking qualifications from consultants covering 14 professional service areas, including Landscape Architecture and Arborcultural Services, which identified the Forestry Master Plan as a project.

In May 2022, seven SOQs were received for these services. The SOQs were recently, independently evaluated by a Selection Committee consisting of the City Forester and Associate Planner. The SOQs were reviewed in consideration of the UFMP, with the following rankings:

Rank	Firm
1	Davey Resource Group, Inc.
2	BFS Landscape Architects
3	Ten Over Studio
4	Gates & Associates
5	Tanaka Design Group
6	Verde Design, Inc.
7	Sunflower Gardenscapes

With nearly 2,000 employees in the firm, the proposed Davey Resource Group (DRG) team has prepared Urban Forest Master Plans and performed similar services for the City of South San Francisco, Garden Grove, Merced, and Yuba City. The Project Manager is an International Society of Arboriculture Board-Certified Master Arborist and a graduate of the Municipal Forest Institute, and the overall team is qualified for this project.

To enhance the urban forest with meaningful and achievable goals, DRG will prepare the City's UFMP by compiling and analyzing the following information:

- Inventory 6,000+ City trees, including geo-coded locations and condition assessments in compliance with the Cal Fire grant requirements
- City operations review of existing tree care and maintenance practices
- Evaluate the composition and economic value of the urban forest and cost-benefit of strategic investment of trees and their care
- Tree canopy assessment
- Priority planting plan, yearly tree planting recommendations, and tree species list for future plantings
- Online community survey
- Compile results in a comprehensive UFMP report
- Community workshop and presentations to the Forest and Beach Commission, and support staff's presentation of the final UFMP to the City Council

The services of DRG are slated to begin by mid-August 2022 and conclude by June 30, 2024.

FISCAL IMPACT:

The fee for DRG to prepare the UFMP and peform the tree inventory is $150,000. A supplemental services budget of $10,000 is included to cover additional services that may be required during the master planning process. Therefore, the maximum authorized expenditure under this Agreement is $160,000.

All services under the Agreement with DRG are eligible for reimbursement from the $150,000 Cal Fire grant. In order to process payments, a Budget Adjustment is required to place the reimbursable grant into the FY 2022/23 General Fund Revenue Grants Account #101-000-00-35011, and expense the grant funds in Public Works/Forestry Contractual Services Account #101-119-45-42001, as provided for in the attached Resolution.

The City is required to match the Cal Fire grant with a minimum of $61,600. Of that amount, $20,000 match is included in the FY 2022/23 Operating Budget in the Forestry contractual services account. This amount will be split into $10,000 for any Supplemental Service(s) included in the DRG Agreement, with the balance available to the purchase of new trees to plant as part of the community engagement process. Staff labor,

and other tree-related maintenance activities performed by the City during the term of the UFMP will also qualifiy for in-lieu grant match.

PRIOR CITY COUNCIL ACTION:

At the May 2, 2002 Special Meeting, the City Council adopted Resolution 2022-040, accepting a $150,000 reimbursable grant from Cal Fire for the Urban Forest Management Plan.

At the June 7, 2022 meeting, Council adopted Resolution 2022-048 approving the FY 2022/23 Operating and Capital Budget, including $20,000 in Public Works/Forestry Contractual Services Account #101-119-45-42001 earmarked as the Cal Fire Grant match.

ATTACHMENTS:

Attachment 1) Resolution 2022-068
Attachment 2) Professional Services Agreement with Davey Group for the UFMP
Attachment 3) Cal Fire Grant Information

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2022-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA APPROVING A BUDGET AMENDMENT OF $150,000 TO THE FISCAL YEAR 2022/23 ADOPTED BUDGET FOR THE CAL FIRE GRANT AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DAVEY RESOURCE GROUP FOR DEVELOPMENT OF AN URBAN FORESTRY MASTER PLAN

WHEREAS, in December 2021, the City of Carmel-by-the-Sea submitted an application to California Department of Forestry and Fire Protection (Cal Fire) requesting $150,000 to support the creation of the City's Urban Forestry Master Plan (UFMP); and

WHEREAS, on May 2, 2022, the City Council adopted Resolution 2022-040 accepting the reimbursable grant from Cal Fire for the UFMP; and

WHEREAS, in April 2022, requests for Statements of Qualifications (SOQs) were advertised seeking qualifications from professional landscape architecture and arborcultural consultants for development of a UFMP; and

WHEREAS, based on seven SOQs received, Davey Resource Group was ranked by a Selection Committee as best qualified to prepare the City's UFMP; and

WHEREAS, a Professional Services Agreement was prepared with Davey Resource Group with a fee for consultant services of $150,000, plus a supplemental services budget of $10,000; and

WHEREAS, all services included in the Agreement with Davey Resource Group are eligible expenses for the Cal Fire Grant, and any additional cost for supplemental services that may be required are covered by the City's grant matching funds included in the Public Works/Forestry Contractual Services Account.

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

Approve a Budget Amendment of $150,000 to the Fiscal Year 2022/23 Adopted Budget as shown in the attached Exhibit A for the Cal Fire Grant.

Authorize the City Administrator to execute a Professional Services Agreement with Davey Resource Group for development of the City's Urban Forestry Master Plan.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAN:

APPROVED:

_____
Dave Potter
Mayor

ATTEST:

_____
Nova Romero, MMC
City Clerk

EXHIBIT A

General Ledger Account	Account Description	Purpose	FY 22-23 Adopted/ Previously-Amended Budget	Adjustment Amount	FY 21-22 Amended Budget
101-000-00-35011	General Fund Revenue Grants	To recognize Cal Fire Grant for the Urban Forestry Master Plan	$25,395	$150,000	$175,395
101-119-45-42001	General Fund Expenditures Public Works Forestry Division Contract Services	To increase contractual services budget for the Urban Forestry Master Plan	$521,500	$150,000	$671,500

PROFESSIONAL SERVICES AGREEMENT
for the
Urban Forest Management and Priority Planting Plan
Agreement # ___

THIS AGREEMENT is executed this 2nd day of August, 2022, by and between the City of Carmel-by-the-Sea, a municipal corporation, (hereinafter "City"), and Davey Resource Group (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: Urban Forest Management and Priority Planting Plan. 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, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto. 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 and subcontractors, if any, 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.

vii. The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

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 City 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, hourly fees as set forth in Key Personnel & Fee Schedule (Exhibit B") and Consultant's Compensation (Exhibit "C"). The total fee is not-to-exceed one hundred fifty thousand dollars ($150,000). Supplemental Services may be requested by the City, in writing, with a limit of an additional ten thousand dollars ($10,000). The "Maximum Authorized Expenditure" of this Agreement shall be one hundred sixty thousand dollars ($160,000). The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. 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, including subconsultants and vendors of services or goods;

xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.

xiii. Copies of subconsultant and vendor lien releases.

Any such invoices 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 Consultant submits an invoice which is not 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, subconsultants 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, including payment for authorized on-call, as-needed services, will be made by the City to Consultant in accordance with the various hourly rates as set forth in the Key Personnel & Fee Schedule (Exhibit "B").

E. **Subconsultants and Vendors**. Invoices for subconsultants and vendors of services or goods will be paid by the City to Consultant in accordance with the various rates as set forth in the Key Personnel & Fee Schedule (Exhibit B") and Consultant's Compensation (Exhibit "C"). All reimbursable expenses will be considered as included within the Maximum Authorized Expenditure. Consultant is solely responsible for payment to subconsultants and vendors of services or goods, and the City is not responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

F. **Audit and Examination of Accounts**:

i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.

ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.

iii. 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.

iv. Consultant must include the requirements of Section 2F, "Audit and Examination of Accounts", in all contracts with assignees or subconsultants under this Agreement.

v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of 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 August 8, 2022 and must be completed by June 30, 2024 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 in Exhibit "D". 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.

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 AND SUBCONSULTANTS

A. **Listed Employees and Subconsultants.** Consultant will perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto in Exhibit "B".

B. **Substitution of Employees or Subconsultants:**

i. Consultant may not substitute any key employee or subconsultant 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 or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.

ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant may, upon written request from the City, replace such employee or subconsultant. 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 or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.

C. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.

D. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

E. **Independent Contractor**:

i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City 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, employees and subconsultants.

ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant 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:	Sara Davis
Title:	City Forester
Address:	PO Box CC, Carmel-by-the-Sea, CA 93921
Telephone:	831-620-2073
Email:	sdavis@cbts.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:	Tina McKeand
Title:	Senior Project Manager
Company:	Davey Resource Group
Address:	295 S. Water Street, Suite 300, Kent, OH 44240
Telephone:	(800) 445-8733
Email:	tina.mckeand@davey.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, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

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

ix. 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.

x. 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 or any subcontractor 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.

xi. 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.

xii. 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, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.

B. Consultant, its agents, employees, and subconsultants 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 products 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, subconsultants, vendors, successors or assignees may have in the Materials.

B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, 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, agents and subconsultants 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, Consultant's employees, and subconsultants 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 or any subconsultant 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, or any subconsultant:

i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;

ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;

iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;

iv. Fails to observe or comply with the City's reasonable instructions;

v. Breaches the Conflict of Interest provisions of this Agreement; or

vi. Otherwise violates any provision of this Agreement.

B. **Termination for Convenience.** The City may, at its option 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, including Services provided by any subconsultant, unless otherwise directed by the City; and

b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may

condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.

iii. 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, and its subconsultants, 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. **City Business License**. Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.

N. **Laws**. Consultant agrees that in the performance of this Agreement it will 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
_____	_____
Chip Rerig, City Administrator	Consultant Signature
_____	_____
Date	Printed Name Date
	_____
	Title
	_____
	Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____ Date: _____
Brian Pierik, Esq., City Attorney

ATTEST:

By: _____ Date: _____
Nova Romero, MMC, City Clerk

Exhibit "A" – SCOPE OF SERVICES
Exhibit "B" – KEY PERSONNEL AND FEE SCHEDULE
Exhibit "C" – COMPENSATION
Exhibit "D" – PROJECT SCHEDULE
Exhibit "E" – REQUIRED MINIMUM COLLECTION ATTRIBUTES FOR CAL FIRE GRANT FUNDED TREE INVENTORIES

EXHIBIT A – SCOPE OF SERVICES

1. PROJECT DESCRIPTION

   A. In order to develop an Urban Forestry Master Plan (UFMP) and Priority Planting Plan, an inventory of City trees will be conducted, which will be used to identify tree maintenance priority, cycles and funding. The project area includes the entire City of Carmel-by-the-Sea.

   B. The objective is to improve the health of the urban forest thereby improving the safety and quality of life for visitors and the residents of Carmel by providing them with the benefits a healthy urban forest contributes to quality life through carbon sequestration, air quality and other environmental improvements.

   C. The UFMP will be led by a science-based, community-driven process. The UFMP will identify a fifty (50) year timeline to enhance the urban forest with meaningful and achievable goals. The plan will identify a long-term canopy goal. Components of the plan will include an analysis of the current condition of the urban forest, including management methods and stakeholder opinions.

   D. In the end, the UFMP will reflect the will of the community and will be written in a way to be understood by the average person. Additionally, it will present a comprehensive set of actions and user-friendly guides for the City to achieve its immediate and long-term urban forestry goals.

2. PROJECT PHASES

   A. Phase 1: Kickoff meeting, Design/Style Guide Development, Inventory Collection, GIS Land Cover Mapping/Analysis, Background Review, Operations Review, Working Group Meetings, UFMP Draft 1.

   B. Phase 2: Priority Planting Plan, i-Tree Eco Analysis, Tree Canopy & Land Cover Summary Report.
      a. If approved as a Supplemental Service: Ordinance Review/Redline, Review/Update Tree Palette.

   C. Phase 3: Stakeholder Interviews, Community Presentation, Online Survey.

   D. Phase 4: Client Review Draft 1, UFMP Draft 2, UFMP Editing, UFMP Layout.

   E. Phase 5: Client Review Draft 2.
      a. If approved as a Supplemental Service: Community Presentation #2.

   F. Phase 6: UFMP Final.

   G. Refer to Exhibit “D” for Estimated Project Schedule.

3. TASK DESCRIPTIONS

Task 1. Consultant will perform a new tree inventory for all 6,000+ City-maintained right of way, facility, and parks trees. If approved as a Supplemental Service, Consultant will collect data on up to 4,000 additional trees. The data will be collected and/or reviewed using International Society of Arboriculture (ISA) Arborists, and Global Positioning Satellite technology with sub-meter accuracy. The detailed requirements and specifications for the inventory services are provided in Exhibit "E" - Required Minimum Collection Attributes for CAL FIRE Grant Funded Tree Inventories. The tree inventory data shall be geo-coded into a GIS database and delivered as a new layer in the City's TreeKeeper system.

Task 2. Consultant will plan and coordinate a Project Kickoff Meeting with the City Project Manager and staff team to establish goals, objectives, strategies, needs and timelines for the project. Consultant will meet via video conference call on a monthly basis with City staff to review the Scope of Work, desired deliverables, schedules, findings and recommendations, and clarify criteria for documenting and developing the UFMP. Discussions may include community engagement strategies and collaboration around the City's concurrent neighborhood tree planting efforts.

Task 3. Consultant shall use i-Tree to evaluate the composition and economic value of Carmel's urban forest and the cost-benefit of strategic investment in trees and their care. The analysis will also focus on determination of the value of City trees in terms of species frequency, relative age, overall condition, CO2 sequestration and replacement value. City has a subscription to TreeKeeper software; Consultant will add a layer for the 2022 tree inventory data. City to pay subscription directly.

Consultant will assess the current status of the City's urban forest and conduct a canopy analysis to support a determination for tree canopy goals within the City that meet goals for urban forest health, equity, and related watershed and community benefits, identify tree care and maintenance best practices, yearly tree plantings, community involvement opportunities, related policies, and procedures, and develop a comprehensive tree species list for use for future tree plantings within the City. If approved as a Supplemental Service, Consultant will develop a Tree Guide resource specific to the City of Carmel-by-the-Sea. The UFMP will include a plan or comprehensive set of objectives, and actions for achieving the desired urban forestry goals.

An Urban Forest GIS Canopy Resource Assessment & Analysis will be conducted as part of the UFMP fact-finding effort. The canopy and land cover assessment will include: GIS Tree Canopy and Land Cover Mapping (canopy, impervious, low-lying vegetation, bare soils, open water), GIS Analysis/Metrics, Ecosystem Services (air pollution/carbon), Stormwater Analysis (pollution assessment), Relative Tree Health Analysis, Priority Planting Plan w/Tree Placement Model, Maps, and a Tree Canopy & Land Cover Summary Report. Consultant will review and provide recommendations to update the City tree planting list.

Task 4. Consultant will prepare and deliver one (1) in-person community presentations/workshops and two (2) in-person presentations to the Forest and Beach

Commission. If approved as a Supplemental Service, additional presentations/workshops can be scheduled if desired by the City. Within the workshops, tree inventory outcomes and the UTC assessment will be shared. Community participants will be invited to contribute comments and input by way of an online survey. All comments will be recorded and considered within the development of the UFMP.

Task 5. Consultant will prepare a draft UFMP for City review and receive City approval prior to proceeding. The consultant will develop an 85% draft for review and feedback, a second fully formatted (95%) draft and a 100% final draft UFMP for review and adoption by the City Council. The final Urban Forest Management and Priority Planting Plan will be delivered as a printable/hardcopy document to the City and posted on the City's website.

Task 6. Supplemental Services:

a. Update Tree List: Review/Update Tree Palette
    i. If approved as a Supplemental Service, Consultant will recommend new tree species and cultivars that should be introduced to Carmel's urban forest to increase diversity and climate change resiliency. Consultant will develop a process to identify over time which species will thrive and are suitable for this area. Consultant shall also recommend which species need to be removed from the list, either due to failure to thrive or due to a current over-representation in the tree palette. The updated recommended Tree List will be easy to understand for all stakeholders. It shall also categorize trees according to water use and classify as native, near native or ornamental, as well as other useful parameters.
b. Ordinance Review - Redline Recommendations:
    i. If approved as a Supplemental Service, Consultant will conduct a review of the City's Tree Ordinance, and other municipal codes, and an Operations Review of maintenance policies/practices, funding, staffing, and equipment. Consultant will provide recommended (redline) adjustments to the City's Tree Ordinance to improve the clarity, effectiveness, and efficiency for the City's urban forestry program.
c. Additional community presentation
d. Additional tree inventory of 4,000 trees
e. Tree Guide
f. Additional on-site presentations
g. TreeKeeper Subscription, 5 years
h. Consultant collaborates with City staff to integrate concurrent grant project efforts in the delivery of their services.

EXHIBIT B – KEY PERSONNEL & FEE SCHEDULE

Key Personnel	Hourly Rate
Lead Arborist – Kaitlyn Obana	$110
ISA Certified Arborist – Sabrina Huey	$100
Principle consultant/BCMA – Tina McKeand	$135
Sr. Associate consultant – Allison Steere	$120
Associate consultant – Matthew Thomas	$100
GIS Analyst – Allison Steere	$120
Editor	$50
Layout/Graphic Artist	$45

No.	Key Personnel from FORM C	Role	Fully Burdened Hourly Rates		
			7/1/2022 to 6/30/2023	7/1/2023 to 6/30/2024	7/1/2024 to 6/30/2025
1.	Amber Krebbers	Regional Area Manager	$ 180	$ 190	$ 200
2.	Emily Spillett	Area Manager	$ 165	$ 175	$ 185
3.	Elizabeth Lanham	Project Manager	$ 120	$ 135	$ 140
4.	Will Ayersman	Project Manager, GIS & Remote Sensing	$ 125	$ 125	$ 125
5.	Tina McKeand	Senior Project Manager, Environmental Consulting	$ 135	$ 145	$ 155
6.	Jim Kozak	IT Support Specialist	$ 125	$ 125	$ 125
No.	**Other Staff (or Classifications)**	**Role**	**Fully Burdened Hourly Rates**		
			7/1/2022 to 6/30/2023	**7/1/2023 to 6/30/2024**	**7/1/2024 to 6/30/2025**
11.	Kaitlyn Obana	ISA Inventory Arborist	$110	$120	$130
12.	Sabrina Huey	ISA Inventory Arborist	$100	$115	$130
13.	Holly Knox	IT Support	$ 125	$ 125	$ 125
14.	Allison Steere	Associate Consultant (GIS Analysis/Planning)	$ 120	$ 130	$ 140
15.	Matthew Thomas	Junior Associate Consultant	$100	$115	$130

Does your firm's fully burdened hourly rates include the following?

Software	Yes X	No ☐	Vehicles	Yes X	No ☐
Phone/Cell	Yes X	No ☐	Printing	Yes X	No ☐
Mileage	Yes X	No ☐	Postage/Courier	Yes X	No ☐

Please initial here to acknowledge that markups for subconsultants and other direct costs shall not exceed 10.0% _____

EXHIBIT C – CONSULTANT'S COMPENSATION

Task	Item	Task Hours	Task Budget	Total Budget
1	Tree Inventory	410		$51,055
	6,000 trees - inventory collection (estimated in grant application)	410	$51,055	
2	Background and Operations Review	284		$33,857
	Kickoff Meeting (virtual) - including prep/follow up	23	$2,520	
	Working Group meetings (virtual) - monthly (12)	35	$3,960	
	Background Review (regulations, policies, guiding docs)	60	$6,000	
	Operations Review (maintenance policies/practices, funding, staffing, etc.)	50	$5,300	
	Stakeholder interviews (on site) - up to 15, including prep/analysis	70	$10,577	
	PM/Administration, including status update calls/reports)	46	$5,500	
3	Resource Assessment & Analysis	218		$24,886
	i-Tree Eco Analysis	62	$6,932	
	GIS Tree Canopy and Land Cover Mapping	25	$2,941	
	GIS Analysis/Metrics	7	$882	
	Ecosystem Services (air pollution/carbon)	7	$882	
	Stormwater Analysis (pollution assessment)	7	$882	
	Relative Tree Health Analysis	7	$882	
	Priority Planting Plan w/Tree Placement Model	29	$3,529	
	Maps	10	$1,176	
	Tree Canopy & Land Cover Summary Report	64	$6,780	

4	Community Engagement	66		$8,386
	Community Presentation/Workshop (on site) - plan input, including prep/analysis	36	$4,926	
	Online Survey - including development, monitoring, analysis)	30	$3,460	
5	UFMP Development	294		$30,405
	UFMP Draft 1 - 85% (unformatted)	124	$15,120	
	UFMP Draft 2 - 95% (formatted)	66	$8,080	
	Final UFMP	28	$3,440	
	Design/Style Guide	12	$588	
	Editing	16	$824	
	Layout	48	$2,353	
	Contingency			$1,411
	Total	1,272		$150,000
	Supplemental Services Budget			$10,000
6	Supplemental Services, only upon prior written authorization	456		
	Update Tree List - Review/Update Tree Palette	64	$6,520	
	Ordinance Review - redlined recommendations	55	$5,780	
	2nd Community Presentation/Workshop (on site) - present outcomes, including prep	36	$4,926	
	(Additional) tree inventory of 4,000 trees	211	$28,550	
	Tree Guide	70	$4,400	
	Presentation (on site) - each	20	$2,683	
	TreeKeeper Subscription - 5 years	-	$10,000	

EXHIBIT D – ESTIMATED PROJECT SCHEDULE, IN MONTHS

	Phase 1		-------Phase 2-------					------Phase 3------				-------Phase 4-------				Ph. 5	Phase 6	
Task Item	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**
Kickoff meeting (Task 2)																		
Design/Style Guide development (Task 6)																		
Inventory collection (Task 1)																		
GIS land cover mapping/analysis (Task 3)																		
Priority Planting Plan (Task 3)																		
i-Tree Eco Analysis (Task 3)																		
Background Review (Task 2)																		
Operations Review (Task 2)																		
Working Group Meetings (TBD) (Task 2)																		
Stakeholder Interviews (TBD) (Task 2)																		
Ordinance Review/Redline (Task 6)																		
Tree Canopy & Land Cover Summary Report (Task 3)																		
Review/Update Tree Palette (Task 6)																		
Community Presentation #1 (TBD) (Task 5)																		
Online Survey (Task 5)																		
UFMP Draft 1 (Task 5)																		
Client Review Draft 1																		
UFMP Draft 2 (Task 6)																		
UFMP Editing (Task 6)																		
UFMP Layout (Task 6)																		
Client Review Draft 2																		
Community Presentation #2 (Task 6)																		
UFMP Final (Task 6)																		

EXHIBIT E –
REQUIRED MINIMUM COLLECTION ATTRIBUTES FOR CAL FIRE GRANT FUNDED TREE INVENTORIES

1. **Mapping coordinates**. X and Y coordinate locations (latitude and longitude). Each tree and planting site will be located using GIS and/or GPS equipment.

2. **Block side**. The location of each street tree and planting site so that they can easily be identified for future work. Street trees and planting sites will be located using a street name, side of lot, tree number, and block side information (on street, from street, and to street).

3. **Location**. The tree's physical location in relation to public Right of Way and/or public space will be recorded.

4. **Species**. Trees will be identified by genus and species, and by common name.

5. **Diameter**. Tree trunk diameter will be recorded. This should be to the nearest 1- inch.

6. **Stems**. The number of stems a tree has will be recorded.

7. **Condition**. In general, the condition of each tree will be recorded in one of the following categories adapted from the rating system established by the International Society of Arboriculture:

    a. Excellent 100%
    b. Very Good 90%
    c. Good 80%
    d. Fair 60%
    e. Poor 40%
    f. Critical 20%
    g. Dead 0%

8. **Maintenance needed**. The following maintenance categories (or similar approved by CAL FIRE prior to collection) will be collected:

    a. Priority 1 Removal. Trees designated for removal have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category will have a large percentage of dead crown, and pose an elevated level of risk for failure. Any hazards that could be seen as potential dangers to persons or property and seen as potential liabilities would be in this category. Large dead and dying trees that are high liability risks are included in this category. These trees are the first ones that should be removed.

    b. Priority 2 Removal. Trees that should be removed but do not pose a liability as great as the first priority will be identified here. This category would need attention as soon as "Priority One" trees are removed.

    c. Priority 3 Removal. Trees that should be removed, but that pose minimal liability to persons or property, will be identified in this category.

d. Priority 1 Prune. Trees that require priority one pruning are recommended for trimming to remove hazardous deadwood, hangers, or broken branches. These trees have broken or hanging limbs, hazardous deadwood, and dead, dying, or diseased limbs or leaders greater than four inches in diameter.

e. Priority 2 Prune. These trees have dead, dying, diseased, or weakened branches between two and four inches in diameter and are potential safety hazards.

f. Large Tree Routine Prune. These trees require routine horticultural pruning to correct structural problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. Trees in this category are large enough to require bucket truck access or manual climbing.

g. Small Tree Routine Prune. These trees require routine horticultural pruning to correct structural problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. These trees are small growing, mature trees that can be evaluated and pruned from the ground.

h. Training Prune. Young, large-growing trees that are still small must be pruned to correct or eliminate weak, interfering, or objectionable branches in order to minimize future maintenance requirements. These trees, up to 20 feet in height, can be worked with a pole-pruner by a person standing on the ground.

i. Stump Removal. This category indicates a stump that should be removed.

j. Plant Tree. During the inventory, vacant planting sites will be identified by street and address. The size of the site is designated as small, medium, or large (indicating the ultimate size that the tree will attain), depending on the growing space available and the presence of overhead wires.

9. **Clearance Required**. Trees, which are causing or may cause visibility or clearance difficulties for pedestrians or vehicles, will be identified, as well as those trees blocking clear visibility of signs or traffic signals.

10. **Hardscape Damage**. Damage to sidewalks and curbs by tree roots are noted. Notes on potential fixes for the problem are encouraged (redesign options etc.…)

11. **Overhead Utilities**. The inventory indicates whether overhead conductors or other utilities are present at the tree site that could result in conflicts with the tree.

12. **Grow space**. The area within the growing space is categorized as:

T	Tree Lawn
W	Well/Pit
M	Median
P	Raised Planter
O	Open/Unrestricted
I	Island
U	Unmaintained Area

13. **Space Size**. The narrowest dimension of the Grow Space, in feet. (I.e., 3'x3' cut-out, 4' parkway strip, open parkland, etc.)

14. **Notes**. Additional information regarding disease, insects, mechanical damage, etc. can be included in this field.

STATE OF CALIFORNIA—NATURAL RESOURCES AGENCY

Gavin Newsom, Governor

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-9418
Website: www.fire.ca.gov

February 3, 2022

Sara Davis
City of Carmel-by-the-Sea
PO Box CC
Carmel-by-the-Sea, California 93921

RE: Project Application for the CAL FIRE Urban and Community Forestry California Climate Investments (CCI) Grant Program

We are pleased to inform you that your project **Carmel-by-the-Sea Urban Forest Management and Priority Planting Plan (21-UF-MGMT-023)** has been selected for funding for the 2021/2022 fiscal year.

Within the next month, you will receive a grant agreement from CAL FIRE via email. If applicable, CAL FIRE may also request documents in addition to the agreement. You are responsible for returning the signed agreement as instructed in the correspondence. If the signed agreements are not received by the date indicated, funding for your project may be allocated to another worthy project.

The grant period begins on the last date of signature after CAL FIRE and the grantee have both signed the completed grant agreement. CAL FIRE will notify grantees when work may begin and provide instruction for grant administration. Note that work includes any activity used for matching. A listing of project applications selected for award will be posted at: https://www.fire.ca.gov/grants/urban-and-community-forestry-grant-programs/.

Your project application and its attachments, the latest version of the Urban and Community Forestry Grant Program Procedural Guidelines, and other attachments will be included in the grant agreement by reference. Grantees will be held responsible for their contents. Additionally, the California Air Resources Board Job Co-Benefit Modeling Tool and User Guide (Released January 31, 2020) is now available at: https://ww2.arb.ca.gov/resources/documents/cci-methodologies. These 2021-2022 projects will be required to use the Modeling Tool to prospectively estimate the number of jobs supported by CCI projects.

If you have questions about the grant agreement, or about the process involved in being offered grant funding, please contact me at (916)214-5420 or walter.passmore@fire.ca.gov.

Sincerely,

Walter Passmore
State Urban Forester

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov

April 21, 2022

Sara Davis
Carmel-by-the-Sea
PO Box CC,
Carmel-by-the-Sea, CA 93921

8GA21431; Carmel-by-the-Sea, "Carmel-by-the-Sea Urban Forest Management and Priority Planting Plan"

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Greg Dion at 559-243-4156 if you have questions concerning services to be performed.

1. ☒ Full grant agreement including terms and conditions, project grant application form, scope of work, budget, and other exhibits enclosed. The map was not included in the agreement packet. Please sign, scan, and return the agreement to Kevin Haran at kevin.haran@fire.ca.gov no later than **May 5, 2022**.

   Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
   CAL FIRE
   Attn: Grants Management Unit/UCF Grants
   P.O. Box 944246
   Sacramento, CA 94244-2460

   In order to expedite your agreement, a scanned/electronic signature copy of the agreement is preferred.

2. ☐ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Kevin Haran
Grants Analyst
Grants Management Unit

CC: Larissa Frees
Walter Passmore
Greg Dion
Colin Highlands

Enclosures

Attachment 3

State of California
Department of Forestry and Fire Protection (CAL FIRE)
Resource Management
GRANT AGREEMENT

APPLICANT: **Carmel-by-the-Sea**

PROJECT TITLE: **Carmel-by-the-Sea Urban Forest Management and Priority Planting Plan**

GRANT AGREEMENT: **8GA21431**

PROJECT PERFORMANCE PERIOD is from Date Upon Approval through March 30, 2026.
Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Carmel plans to develop an Urban Forestry Master Plan which will conduct a tree inventory of city trees. It will identify tree maintenance priority, cycles and funding. Will approximately grow 108 trees within the city and involve community outreach for a tree planting event. Carmel will manage the urban forest with a 5 year TreeKeeper software subscription.

Total State Grant not to exceed $ **150,000.00** (or project costs, whichever is less).

The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.

Carmel-by-the-Sea	**STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION**
Applicant	
By Signature of Authorized Representative	By
Title	**Title: Matthew Reischman** Deputy Director, Resource Management
Date	Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER **8GA21431**	PO ID 0000399670	SUPPLIER ID 0000012957
FUND 0001	FUND NAME General Fund	
PROJECT ID N/A	ACTIVITY ID	AMOUNT OF ESTIMATE FUNDING **$ 150,000.00**
GL UNIT 3540	BUD REF 0016	ADJ. INCREASING ENCUMBRANCE **$ 0.00**
PROGRAM NUMBER 2470010	ENY 2021	ADJ. DECREASING ENCUMBRANCE **$ 0.00**
ACCOUNT 5340580	ALT ACCOUNT 5340580	UNENCUMBERED BALANCE **$ 0.00**
REPORTING STRUCTURE 35409503	SERVICE LOCATION 96180	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Signature of CAL FIRE Accounting Officer

Date

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

August 2, 2022
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 2022-069 authorizing the City Administrator to execute a change order to the existing agreement with CSG Consultants, Inc. for on-call building and code compliance services increasing the not to exceed amount from $200,000 to $240,000 per the adopted FY2022-2023 Budget, and extending the term to June 30, 2023

RECOMMENDATION:

Approve Resolution 2022-069 authorizing the City Administrator to execute a change order to the agreement with CSG Consultants, Inc. for on-call building and code compliance services increasing the not to exceed amount from $200,000 to $240,000 per the adopted FY2022-2023 Budget, and extending the term to June 30, 2023.

BACKGROUND/SUMMARY:

The City Administrator executed an agreement on July 1, 2019 with CSG Consultants, Inc. (CSG) for on-call building services for a not-to-exceed amount of $10,000 for the term of July 1, 2019 to June 30, 2020. On July 13, 2020, the City Administrator executed an amendment to the agreement with CSG to increase the not-to-exceed amount to $24,999 and extend the term to July 1, 2020 through June 30, 2022. On November 1, 2021, City Council authorized the City Administrator to execute an agreement with CSG increasing the contract value to a not to exceed amount of $200,000.

Carmel Municipal Code requires Council to approve all contracts with a value of $25,000 or more by resolution. The purpose of this agenda item is to authorize the City Administrator to approve a change order to the existing agreement with CSG that: (1) Increases the not to exceed amount by $40,000, from $200,000 to $240,000; (2) extends the term of the agreement through the current fiscal year, with an expiration of June 30, 2023. With the Building Department once again fully staffed, this increase is intended to allow for CSG to perform plan check reviews which require technical knowledge not available on staff. The vast majority of “typical” building plan checks are now being handled in-house.

FISCAL IMPACT:

The adopted FY 2022-2023 Budget for Community Planning and Building includes $40,000 for CSG to perform building plan check services, so no budget amendments are required for this action.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1) Resolution 2022-069
Attachment 2) Professional Services Agreement with CSG

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2022-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CHANGE ORDER TO THE EXISTING AGREEMENT WITH CSG CONSULTANTS, INC. FOR ON-CALL BUILDING AND CODE COMPLIANCE SERVICES INCREASING THE NOT TO EXCEED AMOUNT FROM $200,000 TO $240,000 PER THE ADOPTED FY2022-2023 BUDGET, AND EXTENDING THE TERM TO JUNE 30, 2023.

WHEREAS, the City of Carmel-by-the-Sea (City) currently utilizes CSG Consultants, Inc. (CSG) to perform on-call building plan check under a Professional Services Agreement approved by Resolution No. 2021-067 on November 1, 2021; and

WHEREAS, the City's Community Planning and Building Department wishes to continue to utilize CSG's specialized knowledge and skills pertaining to building plan check review for certain types of technical projects; and

WHEREAS, CSG possesses the skills to perform these services; and

WHEREAS, the Carmel Municipal Code requires Council to approve contracts with a value of $25,000 or more by resolution; and

WHEREAS, the adopted Fiscal Year 2022-2023 Budget for Community Planning and Building includes $40,000 for contract services to perform building plan check.

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 change order to the existing agreement with CSG Consultants, Inc. for on-call building and code compliance services increasing the not to exceed amount from $200,000 to $240,000 per the adopted FY2022-2023 Budget, and extending the term to June 30, 2023.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dave Potter
Mayor

ATTEST:

Nova Romero
City Clerk

EXHIBIT A

General Ledger Account and Description	Purpose	FY 2021-2022 Adopted Budget	Adjustment Amount	FY 2021-2022 Amended Budget
101-115-21-41001 General Fund Expenditures Community Planning and Building Department: Building Safety Division Salaries	Use anticipated salary savings and transfer savings to contract services	$301,440	$(65,000)	$236,440
101-115-20-41001 General Fund Expenditures Community Planning and Building Department: Planning Division Salaries	Use anticipated salary savings and transfer savings to contract services	$641,364	$(36,010)	$605,354
101-115-22-42001 General Fund Expenditures Community Planning and Building Department: Code Compliance Division Contract Services	Use anticipated code compliance contract savings and transfer to Building Division contract services	$49,000	$(38,000)	$11,000
101-130-00-42503 General Fund Expenditures Non-Departmental: Unfunded PERS Liability	Use interest savings and transfer to Building Division contract services	$2,833,526	$(60,990)	$2,772,536
101-115-21-42001 General Fund Expenditures Community Planning and Building Department Buildings Safety Division Contract Services	Increase contract services budget for costs of on-call building plan check services	$20,050	$200,000	$220,050

PROFESSIONAL SERVICES AGREEMENT
On-Call Building and Code Enforcement Services
CSG Consultants, Inc.

THIS AGREEMENT is executed this ____ day of _____ 2022, by and between the City of Carmel-by-the-Sea, a municipal corporation, (hereinafter "City"), and CSG Consultants, Inc. (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: **building plan check and code compliance on-call services.** The Scope of Services is attached hereto as Exhibit “A.” 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 must make every reasonable effort to maintain the stability and continuity of Consultant’s key personnel and subcontractors, if any, 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.

iii. 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.

iv. 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.

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.

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, fees as set forth in Consultant's Fee Schedule (Exhibit "B"), in a total amount not-to-exceed **Two Hundred Forty Thousand Dollars ($240,000.00)**. Such compensation is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, hourly rates, all-inclusive fees, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. 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. Invoice number and date;

ii. A brief description of services performed for each project phase and/or task;

iii. 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 and the costs incurred for reimbursable items as applicable;

iv. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;

Any such invoices must be in full accord with any and all applicable provisions of this Agreement. 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.

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, subconsultants 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, including payment for authorized on-call, as-needed services, will be made by the City to Consultant in accordance with the various hourly rates and all-inclusive fees as set forth in the Consultant's Fee Schedule (Exhibit "B").

E. **Audit and Examination of Accounts**:

i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.

ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.

iii. 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.

iv. Consultant must include the requirements of Section 2E, "Audit and Examination of Accounts", in all contracts with assignees or subconsultants under this Agreement.

v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of 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.

F. **On-Call Agreements.** The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as defined in written work requirements issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "B") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. The City does not guaranty a minimum dollar value of work.

3. AGREEMENT TERM

A. **Term**. The work under this Agreement will commence immediately upon signed approval by the City, and must be completed by June 30, 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. **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 AND SUBCONSULTANTS

A. **Substitution of Employees or Subconsultants:** Whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.

B. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.

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

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 Consultant person is free from the control and direction of the City with the performance of the work. 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, employees and subconsultants.

ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant 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: Community Planning and Building Director

Address: P.O. Box CC, Carmel-by-the-Sea, CA 93921

Telephone: 831.620.2024

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: John LaTorra

Title: Regional Manager

Company: CSG Consultants, Inc.

Address: 550 Pilgrim Drive, Foster City, CA 94404

Telephone: 650.522.2500

Email: johnl@csgengr.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, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

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

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.

Further, Consultant will defend and indemnify City, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to Agency, a Consultant employee or a person performing work pursuant to this agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, Consultant's obligation for any payments to such a claimant shall be limited to those payments which Agency may be required to pay.

The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.

For purposes of this section, Consultant shall include Consultant's officers, directors, employees, agents, and subcontractors, and Agency shall include Agency's elected officials, appointed officials, officers, employees, and volunteers. These definitions shall not be interpreted to subject any Consultant officer, director, employee, agent or subcontractor to individual liability under this contract, nor shall it be interpreted to subject any City elected official, appointed official, officer, employee or volunteer to individual liability under this contract.

The provisions of this section shall survive the expiration or termination of this Agreement.

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. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.

ix. 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.

x. 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 or any subcontractor 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.

xi. 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.

xii. 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. All Building Plan Review Services shall be performed to the latest version of the California Building Standards Code adopted by the City of Carmel-by-the-Sea Municipal Code.

B. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.

C. Consultant, its agents, employees, and subconsultants 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.

D. 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.

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, subconsultants, vendors, successors or assignees may have in the Materials.

B. **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.

C. **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.

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, Consultant's employees, and subconsultants 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 or any subconsultant 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, or any subconsultant:

i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;

ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;

iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;

iv. Fails to observe or comply with the City's reasonable instructions;

v. Breaches the Conflict of Interest provisions of this Agreement; or

vi. Otherwise violates any provision of this Agreement.

B. **Termination for Convenience.** The City may, at its option 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, including Services provided by any subconsultant, unless otherwise directed by the City; and

b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.

iii. 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, and its subconsultants, 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. **City Business License**. Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.

N. **Laws**. Consultant agrees that in the performance of this Agreement it will 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
_____	Cyprus Kianpour
Printed Name Date	Printed Name Date
_____	President
Title	Title
	CSG Consultants, Inc.
	Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____ Date: _____
Brian Pierik, City Attorney

ATTEST:

By: _____ Date: _____
Nova Romero, City Clerk

Attachments

Exhibit “A”	Scope of Services
Exhibit “B”	Fee Schedule

Exhibit A- Scope of Services

The Consultant shall perform work that is outside the usual course of the City business, which will include the following services.

1. Technical Building Code Plan Check Services:

A. Provide on-call technical building code plan check services for projects that are technically complex that require a skill set, license, or other qualification not possessed by City Community Planning and Building Department staff or other City employees.

B. Consultant shall review all technical plan check applications for accuracy and make all necessary revisions to such items as description, valuation, square footage, type of construction, and use. All technical plan review correction materials including marked up plans, documents, and plan check correction lists shall be provided to the City.

2. After Hours and Weekend Code Compliance Services:

A. Provide **After Hours and Weekend** on-call code compliance support for:

i. After hours and weekend on call support: Monitor and address code violations outside of the normal working hours of existing City compliance staff. This will include evening and weekend hours as well as on-call services during special events and other high activity instances.

B. During the **After Hours and Weekend** time periods, the Consultant will generally focus on, but not be limited to enforcing downtown commercial district regulations and preventing unpermitted weekend construction, including any sort of work performed by contractors on Sundays in the Village.

C. Consultant will provide reports to the City in the manner and time as determined appropriate by the Consultant.

Exhibit B- Fee Schedule

Exhibit B- Fee Schedule

Personnel/Service	All Inclusive Fees/ Hourly Rates
Building Inspector	$135
Building Official	$109
Code Enforcement Officer I	$90
Code Enforcement Officer II	$100
Senior Code Enforcement Officer	$130
Code Enforcement Officer Manager	$155
CASp Consultation	$139
CASp Inspection	$139
Certified Plan Review (Building and Life Safety Review)	$106
Structural Plan Review Professional Engineer	$139
Structural Plan Review Structural Engineer	$167
Fire Plan Review	$111
Complete Plan Review	70% of City's Building and Plan Check Fees
Expedited Plan Review	95% of City's Building and Plan Check Fees
Structural Plan Review	55% of City's Building and Plan Check Fees
Overtime	1.5X Hourly Rate

1. Hourly rates include overhead costs, including, but not limited to, salaries, benefits, worker compensation insurance and office expenses.

2. Fees inclusive of Consultant coordinating the pickup and return of all plans by CSG staff or licensed courier service.

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

August 2, 2022
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Chip Rerig, City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Adopt Resolution 2022-071 authorizing the City Administrator to establish and adopt the newly created job descriptions for Maintenance Worker I/II and Maintenance Worker III

RECOMMENDATION:

Adopt Resolution 2022-071 authorizing the City Administrator to establish and adopt the newly created job descriptions for Maintenance Worker I/II and Maintenance Worker III.

BACKGROUND/SUMMARY:

In November of 2019, the City of Carmel by the Sea and General Employees Unit, an affiliated unit of LiUNA agreed to a side letter which stated, "The City will undertake a review of the Public Works Maintenance related classes. It is anticipated that this will take approximately 18 months to complete at which time the city will meet and confer with LiUNA to discuss. "

The City Council approved the successor Memorandum of Understanding with LiUNA. While the City had plans to begin the study in the spring, the 2020 Coronavirus Pandemic shut down operations and beginning the study was delayed. In March 2021, Sloan Sakai Yeung and Wong (Georgia Cochran) was contracted by the City of Carmel by the Sea to undertake this review.

Public Works Department
The Public Works Department is tasked with the responsibility to plan, design, construct, operate, and maintain public infrastructure, facilities, urban forest, and equipment that contribute to the health, safety, and well-being of the community, and do so in an efficient, cost-effective manner without detrimental effects on the environment.

Public Works consists of five operating divisions with responsibilities as follows:

- Administration Unit: prepare Council reports and presentations, perform City engineering services, serve on the Traffic Safety Committee, and provide daily oversight of the five operating divisions.
- Environmental Compliance: enforce storm water quality state regulations, promote trash diversion goals, review development plans, inspect businesses and construction sites, coordinate with regional

agencies, provide training, manage special environmental projects, and provide public outreach.

- Facilities Maintenance: maintenance and repair of 20 City-owned buildings with 149,050 square feet, support capital projects, oversee janitorial contract and implement small construction projects.
- Forestry, Parks and Beach: staff the Forest & Beach Commission, maintain 8 municipal parks, Carmel Beach, shoreline pathway, and landscaped islands, manage 9,000 City trees, process tree removal and pruning permits, and oversee landscape maintenance services.
- Project Management (falls under Administration Unit): implement the Capital Improvement Plan, perform condition assessments and cost estimates, plan, design, inspect, and manage construction of capital projects, administer the public bidding process, and coordinate with consultants, contractors, utilities, and other departments.
- Streets Maintenance: maintain streets, sidewalks, and curbs, repair potholes, maintain storm drainage system, traffic signs, striping and pavement markings, provide street sweeping, coordinate repairs of City fleet, review encroachment permit applications, support City events, and emergency response.

The agreed upon study began in late March of 2021 with a discussion of the proposed methodology for data gathering which included data collection from incumbents as well as supervisors and managers within the Public Works Department.

The City of Carmel by the Sea has numerous Public Works maintenance classes; some are broad while others are quite specific as follows:

- Facility Maintenance Worker
- Forest Care Worker
- Public Services Maintenance Worker I
- Public Services Maintenance Worker II
- Maintenance Worker
- Maintenance Worker/Gardener
- Senior Maintenance Worker
- Building Maintenance Specialist
- Facility Maintenance Specialist

One of the goals of this study was to recommend a structure that will serve the City's needs over the long term by providing them with both flexibility in hiring and staffing. In summary, based on the study, the City recommends to eliminate the above mentioned job descriptions and have the following newly created classes:

- **Maintenance Worker I/II (levels class)** – the broad nature of this proposed new class will provide the city with the ability to recruit maintenance staff for a specific area of need, and the ability to re-assign staff to meet the City's needs. This also provides the City with the ability hire at either the entry or journey level, depending upon the City's needs and the candidate pool resulting from a recruitment.

- **Maintenance Worker III** - lead and/or an advanced journey level classification is expected to be proficient in the operation of all equipment including independent performance of street sweeping operations. The Maintenance Worker III also provides direction and field level oversight to a group of workers or individual workers and training to less skilled workers and to provide feedback to the supervisor/manager regarding field operations and performance.

The City's next steps include a compensation study based on these newly created classifications and meet/confer with the General Employee Unit, an affiliated unit of LiUNA and placement of current employees into the new classes. Staff may return to City Council should any salary changes be recommended.

FISCAL IMPACT:

At this time there is no fiscal impact, however, the City's next step is a compensation study based on these newly created classifications. The City will meet/confer regarding the compensation study with the General Employee Unit, an affiliated unit of LiUNA and may return to City Council should any salary changes be recommended.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1) Resolution 2022-071
Attachment 2) Exhibit A - Maintenance Worker I/II Job Description
Attachment 3) Exhibit B - Maintenance Worker III Job Description

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2022-071

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO ESTABLISH AND ADOPT THE NEWLY CREATED JOB DESCRIPTIONS FOR MAINTENANCE WORKER I/II AND MAINTENANCE WORKER III

WHEREAS, since November of 2019, the City of Carmel by the Sea and General Employees Unit and Management Unit, an affiliated unit of LiUNA agreed upon a classification study of the Public Works Maintenance related classes and have been meeting collaboratively; and

WHEREAS, one of the goals of this study was to recommend a structure that will serve the City's needs over the long term by providing them with both flexibility in hiring and staffing; and

WHEREAS, the City and the General and Management Employee Unit, an affiliated unit of LiUNA agreed upon newly created job descriptions of Maintenance Worker I/II and Maintenance Worker III; and

WHEREAS, the Maintenance Worker I/II will provide the broad nature of this proposed new class will provide the city with the ability to recruit maintenance staff for a specific area of need, and the ability to re-assign staff to meet the City's needs. This also provides the City with the ability hire at either the entry or journey level, depending upon the City's needs and the candidate pool resulting from a recruitment; and

WHEREAS, the Maintenance Worker III is a lead and/or an advanced journey level classification is expected to be proficient in the operation of all equipment including independent performance of street sweeping operations. The Maintenance Worker III also provides direction and field level oversight to a group of workers or individual workers and training to less skilled workers and to provide feedback to the supervisor/manager regarding field operations and performance.

WHEREAS, the City Council in accordance with (Carmel-by-the-Sea Municipal Code 2.52.040 (D)) approves jobs, positions and funding job descriptions and salaries; and

WHEREAS, the procedure for implementation of class changes, the City Administrator proposes new positions to the City Council;

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

Authorize and approve the City Administrator to establish the newly created classifications as follows:

1. Adopt newly created Maintenance I/II job description (Exhibit A)

2. Adopt newly created Maintenance Worker III job description (Exhibit B)

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dave Potter
Mayor

ATTEST:

_____
Nova Romero
City Clerk

CITY OF CARMEL-BY-THE-SEA

MAINTENANCE WORKER I/II

Job descriptions are intended to present a descriptive list of the range of duties performed by employees in the class. Job Descriptions are not intended to reflect all duties performed within the job.

Definition

Classes in this series perform a variety of skilled and semi-skilled tasks in the repair, maintenance and construction of public works infrastructure and facilities including but not limited to street maintenance, traffic marking, facility maintenance, forest, beaches and parks maintenance, and masonry work. Incumbents may be required to respond to emergency call-outs or work stand-by duty as assigned.

This is a broad classification with individual positions assigned to specific functional areas; duties and assignments may overlap depending upon the operational needs of the department and staffing levels. Incumbents may be assigned to the Streets, Facilities, or Forest Parks and Beach Divisions.

Distinguishing Characteristics

Maintenance Worker I/II is a single class with two salary levels.

Maintenance Worker I is an entry/trainee level in this series. Incumbents perform the more routine duties of the class while learning tasks and becoming proficient in the use of the tools and equipment used in their assignment. Performance at this level requires the ability to learn to use the equipment and perform the tasks in an assigned area under close supervision. Work is usually supervised while in progress and fits an established structure or pattern.

Maintenance Worker II is the full journey level class in this series. Incumbents are expected to be technically proficient in performing the assigned duties of the class working independently and exercising judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. Performance at this level requires the ability to operate the majority of the equipment for the assigned area and perform skilled and semi-skilled tasks under general supervision.

An incumbent hired into the Maintenance Worker I level may flexibly promote without further competition to the Maintenance Worker II classification upon

gaining the required knowledge, skill, and experience in using the equipment and performing the tasks at a journey level.

The level at which initial appointments to the classes of Maintenance Worker I and II and advancement from Level I to Level II is at the discretion of the appointing authority, providing the minimum qualifications are met. Review of advancement typically occurs during the annual performance evaluation. Maintenance Worker I's shall be advanced to the II level upon receiving an overall satisfactory performance evaluation.

Supervision Exercised/Received

Employees in these classes receive supervision from a higher-level supervisor or manager within the Public Works Department. These are not supervisory classes; however, a Maintenance Worker II may exercise direction and technical oversight over the entry level position and a Maintenance Worker III - may exercise direction and lead a group of workers in completing a body of work.

Examples of Important/Essential Duties

Employees may be assigned to a specific Division of Public Works; however, they may be called upon to work in other divisions as workload, staffing, and other critical needs dictate.

Streets Division

Perform maintenance and repair work on streets and sidewalks; remove damaged paving; compact, fill, repave, and repair paved surfaces with asphalt, concrete, decomposed granite, brick, and interlocking pavers; make periodic inspections and perform maintenance on structures and equipment

Prepare asphalt and other repair materials; break up concrete or asphalt, build and set forms; mix and pour cement and other materials for curbs, gutters, drains, culverts, sidewalks, walkways, driveways, and potholes; remove damaged paving and compact, fill, repave and repair paved surface with asphalt, concrete, decompressed granite, brick and interlocking pavers.

Load, transport, and unload stones, gravel, dirt, supplies and required equipment.

Install, repair and clean storm drains, catch basins and culverts.

Perform flagging or other traffic control duties during maintenance projects and in emergency situations; assist Police and Fire Departments in containing and cleaning hazardous materials spills in the public rights-of-way.

Assist in trash and debris control activities such as picking up of litter and other street maintenance activities as required

Prepare and clean surfaces for painting; lay out stencils to outline markings; paint center lines, cross walks, parking designations, and curb zone markings.

Repair damaged signs and posts; fabricate new posts; install traffic control and directional signs.

Install and maintain street signs including stop, street name, parking, warning, crosswalk and speed limit signs, guardrails, and barricades.

Repair sidewalks, curbing, and streets using blacktop, stone, brick, and concrete; set, cut, and fit materials; construct rock walls; install drainage culverts.

Mix and pour concrete; finish using smooth, rough, or pebbly techniques.

Remove weeds and trim other plant growth along streets, sidewalks, and rights-of-way to ensure access, draining, and vehicle sight distance requirements; remove debris from gutters, drop inlets, culverts, and manholes; maintain storm drain system.

Operate a variety of light and heavy-duty construction equipment including backhoe, front-end loaders, single and dual axle trucks, wheel loaders, jack hammers, compressors, and sand blasters; operate a water truck when cleaning City sidewalks.

Operate a variety of equipment and tools used in painting and surface preparation including sand blasters, air compressors, generators, paint guns, and stripers.

Operate a variety of equipment used in rough and finish concrete work including front wheel loader, backhoe, cement mixers, and cement saws.

Facilities Division

Perform carpentry, plumbing, painting, HVAC, and electrical work necessary to maintain and repair City facilities.

Install pipes, fixtures, traps, fittings, and sewer lines; repair and maintain plumbing fixtures including sinks, toilets, faucets and pipes; clear obstructions from on-site water and sewer lines.

Repair maintain and install electrical systems and fixtures including lights, switches, plugs, and breakers; run conduit; maintain automatic emergency power generators.

Perform carpentry work including the inspection, construction, installation, remodeling and repairing of cabinets, partitions, walls, windows, doors, roofs, foundations, and other carpentry work.

Hang and tape sheetrock and prepare surfaces for paintings; applies primer and finished paint.

Repair and build handrails and fences, repair recreation equipment, picnic tables, and other park facilities.

Make periodic inspections and performs maintenance on structures and equipment in City parks and at the beach.

Install and remove equipment; conducts inspections to determine the need for maintenance work.

Read and interpret sketches, diagrams, and blueprints.

Clean and sanitize City facilities and restroom facilities and fixtures including sinks, urinals, and toilets; replenishes supplies in restrooms.

Perform mechanical servicing tasks such as greasing, oiling, and replacing worn or defective equipment parts

Operate a variety of equipment and tools used in the maintenance and repair of City facilities including power saws, power sanders, drills, air compressors, paint sprayers, sewer augers, and various hand and power tools required for carpentry, plumbing, and maintenance work.

Forest, Parks and Beach Division

Plant, water, fertilize and maintain landscaped areas including bushes, trees, flowers, and shrubs. Prepare planting area (to include digging holes with a power auger, rototilling and grading), plant, transplant, remove, grind stumps, and fertilize trees, shrubs and other plants in parks or City right of way.

Remove weeds and trim other plant growth along streets, sidewalks, and rights-of-way to ensure access, draining, and vehicle sight distance

requirements; remove debris from gutters, drop inlets, culverts, and manholes.

Aerate, thatch, seed, fertilize, and grade lawns

Under appropriate supervision, applies pesticide, herbicide, and fertilizer using chemical sprayers and spreaders.

Install, maintain and repair landscape irrigation and drainage systems using electronic water controllers, electric valves, spray and drip sprinklers, etc.

Inspect sprinklers to ensure lawns and landscaped areas are receiving the appropriate amount of water and programs irrigation systems using computerized irrigation software.

Provide non-specialized ground support only to the Tree Climber and Care Specialist during tree trimming activities. Examples include running the woodchipper, traffic control, and securing the work area.

Perform general grounds clean up, including removing litter and debris, including fecal matter, and cleaning paths and walkways

Transport landscape and other related debris to applicable disposal locations

Bury or otherwise properly dispose of marine animals washing up on the beach

Clean beach areas of debris (e.g., broken glass, cans, paper, fire pits, etc.); empty trash receptacles.

Inspect other City grounds including park trails, roadways, playground equipment, and park signs; perform corrective safety and other actions.

Operate a variety of equipment and tools used in the maintenance and repair of City parks and beaches including beach cleaning equipment, lawn mowers, trenchers, hedgers, power hand tools, chainsaws, pneumatic pruning equipment, weed trimmers, blowers, tractors, walk-behind vacuums, power washers, etc. and other power and hand operated tools and equipment.

All Divisions

Set up and take down for special City events as required

Assist Police and Fire personnel in containing and cleaning hazardous material spills in the public right of way.

Perform preventative maintenance procedures and minor maintenance and adjustments on equipment used.

Use safe working methods in operation of equipment; follow department policies/protocols and work within applicable local, state and federal regulations.

Ensure the appropriate image of the City is being represented

Perform related duties and responsibilities as required.

Job Related/Essential Qualifications

Education and Experience:
Any combination equivalent to education, experience and training that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Maintenance Worker I-One year of maintenance or construction experience is desirable.

Maintenance Worker II-Two years of increasingly responsible experience related to the assigned area of responsibility and consistent demonstration of the knowledge, skill and ability to perform at the journey level.

Maintenance Worker I and II-formal or informal education or training which ensures the ability to read, write, and communicate at a level necessary for successful job performance.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid California driver's license.

Knowledge of:
Equipment, facilities, materials, methods, and procedures used in maintenance, construction and repair activities including hazards associated with the work and proper safety precautions.

Purposes and uses of a variety of vehicles, equipment, power tools, and hand tools including motorized pneumatic, and hydraulic equipment.

Construction materials, paints, chemicals, and a variety of other materials used in construction, maintenance and repair work.

Proper set up and use of traffic control devices

Methods, materials, and equipment used in general maintenance work.

Safe work practices.

Safe driving principles and practices.

City and department policies and procedures as well as applicable local state, and federal regulations.

Skill/Ability to:

Operate a variety of maintenance tools and equipment in a safe and efficient manner.

Operate office equipment, including computers and supporting applications

Operate a motor vehicle safely.

Perform heavy manual and skilled labor for extended periods of time in a variety of weather conditions.

Perform skilled, semi-skilled, and unskilled maintenance, construction, and repair activities as related to the specific assignment.

Perform duties in a manner to maximize public safety in the area of work assigned.

Read and interpret basic maps, blueprints and diagrams.

Clean and care for assigned areas and equipment.

Understand and follow oral and written instructions.

Maintain accurate records

Work safely and adhere to established safety principles and practices

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Respond to emergency situations in off hours as required and maintain standby availability on an assigned basis.

Special Requirements/Work Environment:

Sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, climbing, and making repetitive hand movements

Using near and far vision when performing work and operating assigned equipment

Lifting, carrying, and pushing tools, equipment and supplies weighing up to 75 pounds

Exposure to cold, heat, noise, outdoor, vibration, confined workspaces and heavy traffic conditions

Working with constant interruptions and responding to after-hours call outs

Exposure to pesticides, herbicides and use cleaning and lubricating chemicals, fumes, dust and air contaminants

Pursuant to California Government Code Section 3100, all public employees are required to serve as disaster service workers subject to such disaster service activities as may be assigned to them by their supervisors or by law.

Established: 2022xx
Revised: xx/xx/xxxx
Resolution #:
FLSA Status: Non-Exempt

CITY OF CARMEL-BY-THE-SEA

MAINTENANCE WORKER III

Job descriptions are intended to present a descriptive list of the range of duties performed by employees in the class. Job Descriptions are not intended to reflect all duties performed within the job.

Definition

Under general direction of the Public Works Superintendent or designee, provides lead direction to individuals or crews of Public Works Maintenance staff and/or performs the most complex construction and maintenance work on Public Works projects.

Distinguishing Characteristics

The Maintenance Worker III class is a lead and/or an advanced journey level class in the Streets Division. An incumbent in this class is responsible for setting priorities for staff in the field for Maintenance Worker I and II's in the Streets Division, working as part of a crew as well as performing the most complex tasks and other specialized tasks within the department.

It is distinguished from the Maintenance Worker II class in that the Maintenance Worker III is expected to be proficient in the operation of all equipment including independent performance of street sweeping operations. The III also provides direction and field level oversight to a group of workers or individual workers and training to less skilled workers and to provide feedback to the supervisor/manager regarding field operations and performance.

It is distinguished from Public Works supervisory and management classes in that this individual is not responsible for the full scope of supervision of employees in the unit.

Supervision Exercised/Received

This is not a supervisory class, however, the individual in this class is expected to lead other staff including assigning tasks and determining the priority of the work to be completed.
Employees in these classes receive supervision from a supervisor or manager within the Public Works Department.

Examples of Important and Essential Duties

In addition to performing duties within the scope of the Maintenance Worker II, this position acts as a lead worker for Public Worker Maintenance Workers within the Streets Division which includes assignments such as:

- Providing on the job training to entry and journey level workers
- Passing on instructions received from supervisor and ensuring work is started and completed within appropriate timelines.
- Distributing work among staff/crews
- Monitoring status of work being performed and keeping supervisor informed of work progress and likelihood of meeting timelines and required deadlines
- Reviewing work of assigned staff, informing supervisor of customer feedback, work quality, conduct problems, etc. and providing input on performance to supervisor
- Ensuring work is performed safely and efficiently
- Reviewing needs and priorities with supervisor/manager
- Operate or oversee the operation of specialized and heavy equipment used in the course of work

Set up and take down for special City events as required
Assist Police and Fire personnel in containing and cleaning hazardous material spills in the public right of way.
Perform preventative maintenance procedures and minor maintenance and adjustments on equipment used.
Use safe working methods in operation of equipment; follows department policies/protocols and works within applicable local, state and federal regulations.
Ensure the appropriate image of the city is being represented
Performs related duties and responsibilities as required.

Job Related/Essential Qualifications

Education and Experience

Any combination equivalent to education, experience and training that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Two years of experience within the City of Carmel as a Maintenance Worker II, or four years of increasingly responsible public works maintenance experience that demonstrates the skills and abilities necessary to perform at the lead/advanced journey level; and

Formal or informal education or training which ensures the ability to read, write, and communicate at a level necessary for successful job performance.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid California driver's license.

Knowledge of:
Standard and accepted principles of leadership, on the job training and work review
Equipment, facilities, materials, methods and procedures used in maintenance, construction and repair activities including hazards associated with the work and proper safety precautions.
Purposes and uses of a variety of vehicles, equipment, power tools, and hand tools including motorized pneumatic, and hydraulic equipment.
Construction materials, paints, chemicals, and a variety of other materials used in construction, maintenance, and repair work.
Proper set up and use of traffic control devices
Methods, materials, and equipment used in general maintenance work.
Safe work practices.
Safe driving principles and practices.
City and department policies and procedures as well as applicable local state, and federal regulations.

Skill/Ability to:
Distribute work and provide work directions, review work performance and conduct of staff and provide on the job training to less experienced staff
Demonstrate tact and diplomacy
Communicate information and ideas clearly and concisely, both orally and in writing
Operate a variety of maintenance tools and equipment in a safe and efficient manner.
Operate office equipment, including computers and supporting applications
Operate a motor vehicle safely.
Perform heavy manual and skilled labor for extended periods of time in a variety of weather conditions.
Perform skilled and semi-skilled maintenance, construction, and repair activities as related to the specific assignment.
Perform duties in a manner to maximize public safety in the area of work assigned.
Read and interpret basic maps, blueprints and diagrams.

Clean and care for assigned areas and equipment.
Understand and follow oral and written instructions.
Make arithmetic calculations and maintain accurate records
Work safely and adhere to established safety principles and practices
Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.
Respond to emergency situations in off hours as required and maintain standby availability on an assigned basis.

Special Requirements/Work Environment:

Sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, climbing, and making repetitive hand movements
Using near and far vision when performing work and operating assigned equipment
Lifting, carrying, and pushing tools, equipment and supplies weighing up to 75 pounds
Exposure to cold, heat, noise, outdoor, vibration, confined workspaces and heavy traffic conditions
Working with constant interruptions and responding to after-hours call outs
Exposure to pesticides, herbicides and use cleaning and lubricating chemicals, fumes, dust and air contaminants

Pursuant to California Government Code Section 3100, all public employees are required to serve as disaster service workers subject to such disaster service activities as may be assigned to them by their supervisors or by law.

Established: July 2022
Revised:
Resolution #: 2022-071
FLSA Status: Non-Exempt

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

August 2, 2022
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Chip Rerig, City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2022-073 authorizing the erection of tents on public property for the 5th annual Prancing Ponies event

RECOMMENDATION:

Adopt Resolution 2022-073 authorizing the erection of tents for the 5th Annual Prancing Ponies event on Thursday, August 18, 2022.

BACKGROUND/SUMMARY:

The Prancing Ponies Car Show event was held in Carmel on the Wednesday of Car Week for three years pre-pandemic. This event required the closure of Sixth Avenue between San Carlos and Lincoln Streets, and Dolores Street from Ocean Avenue to the driveway of the Post Office. In 2020, all special events were canceled due to the pandemic. In 2021, the Prancing Ponies event was planned to be held on the Thursday of Car Week, but was ultimately canceled.

Staff, Community Activities, Public Works and Police have been working with the Prancing Ponies event organizer on finalizing the event permit. Because neither Concours on the Avenue (COTA) nor the Tour d'Elegance will be held in Carmel-by-the-Sea this year, staff worked with the event organizer to relocate the event to Devendorf Park and Ocean Avenue between Mission and San Carlos Streets, in order to put the event front and center for Car Week. (Acura, a brand sponsor for COTA, will hold an event in Devendorf Park Tuesday).

As at past Prancing Ponies car shows, the event showcases vehicles owned by women, will feature a VIP lounge (Carmel Plaza), music, and a fashion show. Event set-up will be from 1:00 a.m. to 9:00 a.m. The event is proposed to occur from 11:00 a.m. to 3:30 p.m. on Thursday, August 18, 2022, with breakdown from 3:00 p.m. to 5:00 p.m. In addition, the event organizer is requesting to erect tents in Devendorf Park as part of their display.

Per Carmel Municipal Code section 12.32.060, it is unlawful to construct or erect any tent upon any public property. The City Council may, however, authorize exceptions to the code for specific events of limited

duration by adopting a resolution.

Staff recommends adopting Resolution 2022-073 authorizing the erection of tents in Devendorf Park for the Prancing Ponies event.

FISCAL IMPACT:

Car Week provides an economic boon to the entire Monterey Peninsula each summer.

PRIOR CITY COUNCIL ACTION:

Prancing Ponies has been an approved event in Carmel-by-the-Sea for 4 non-consecutive years.

ATTACHMENTS:

Attachment 1) Resolution 2022-073

Attachment 1

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2022-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE ERECTION OF TENTS FOR THE 5TH ANNUAL PRANCING PONIES EVENT ON THURSDAY, AUGUST 18, 2022

WHEREAS, the 5th annual Prancing Ponies event will be held Thursday, August 18, 2022; and

WHEREAS the event utilizes tents in Devendorf Park and per the Carmel by the Sea Municipal Code Chapter 12, Section 32.060 City Council authorization is required for the construction of tents in Devendorf Park.

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

Authorize the erection of tents for the 5th Annual Prancing Ponies event on Thursday, August 18, 2022.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of August, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED:

ATTEST:

_____
Dave Potter, Mayor

_____
Nova Romero, MMC
City Clerk

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

August 2, 2022
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Ashlee Wright, Director, Libraries & Community Activities
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Receive an update on the Farmers' Market and adopt Resolution 2022-072 Authorizing the consumption of alcohol at the Farmers' Market "Third Thursday" events through October 31, 2022 to be held in Devendorf Park

RECOMMENDATION:

Receive an update on the Farmers' Market and adopt Resolution 2022-072 Authorizing the consumption of alcohol at the Farmers' Market "Third Thursday" events through October 31, 2022 to be held in Devendorf Park.

BACKGROUND/SUMMARY:

In Summer 2019, the City issued a formal Request for Proposals ("RFP") for Farmers' Market Manager Services. After a robust vetting process, the City entered into a contract in early 2020 with Good Roots Events, Inc. due to their understanding of the Carmel-by-the-Sea community, their vision for the Market, and their overall experience managing Farmers' Markets and special events.

Despite the pandemic, Good Roots Events, Inc. has done an admirable job making improvements to the Farmers' Market operation, ensuring that the village now has a vibrant market at which the community can gather each week.

The Farmers' Market is held every Thursday (holidays and Car Week notwithstanding) from 10:00 a.m. to 2:00 p.m. on Mission Street between Ocean and Sixth Avenues, and Sixth Avenue between Mission and Junipero Streets. Occasionally, the market is canceled due to inclement weather, in particular high winds that threaten the safety of the tents.

Staff and the Community Activities Commission (CAC) work together to provide the market manager with feedback at the Commission's monthly meetings, as well as receive updates from the market manager on new vendors, signage, etc. In addition the market manager, staff and commissioners continue to share

feedback with each other that they have received from the community - for example increased signage needed re: the health department restrictions on dogs at the market.

Spearheaded by the CAC during the pandemic as part of their strategic plan, staff has worked with the manager to carve out space for community group participation at the market. This program, while slow to gather popularity, is now going full swing with groups scheduled to be at the market on the regular.

Staff has been working closely with the City's Environmental Compliance Manager to ensure that compostable bags are being used throughout the market and that waste minimization efforts are observed, also an objective in the CAC strategic plan.

Third Thursday

As part of these ongoing discussions with the CAC and the market manager, an old idea has been re-circulating that dates back to the inception of the Farmer's Market, over 8 years ago, as part of the Carmel Artisan Food Experience. This idea proposed once monthly evening events that showcased village chefs, local produce, arts and music. Staff have been working with the market manger to begin a beta program dubbed "Third Thursdays" that would feature just that as originally envisioned.

The first "Third Thursday" was held July 21, 2022 in Devendorf Park from 5:00 to 8:00 p.m. As envisioned, the event featured market vendors, food, music, and art demonstrations. This event did not feature alcohol, although that had originally been planned for, however, there were delicious mocktails. In addition there were activities for children and families and it was well attended by a younger crowd of families looking to unwind after work and socialize while their children enjoyed the activities and playing in the park.

Based upon the initial lowkey success of the event, staff is requesting that the "Third Thursday" program continue through October. Staff is aware that during the month of August, the third Thursday falls during Car Week, so the August Third Thursday event will be moved to the following week.

In addition staff is requesting permission for the serving of alcohol at future "Third Thursday" events through October 31, 2022. Per Carmel Municipal Code Chapter 9.20, section 020, it is unlawful for any person to drink any alcoholic beverage in or upon any public place within the City. The City Council may, however, authorize exceptions to the code for specific events of limited duration by adopting a resolution.

After conducting a preliminary after action with the market manager alcohol may not be a component at future Third Thursdays, as it adds a layer of complication to event management. However, staff would like the option to include in the future if appropriate it as staff and the market manager continue to work on this initiative.

FISCAL IMPACT:

There is no fiscal impact associated with receiving an update on the Farmers' Market.

PRIOR CITY COUNCIL ACTION:

Council entered into a contract with Good Roots Events Inc. in January 2020 for the management of the Farmers' Market.

ATTACHMENTS:

Attachment 1) Resolution 2022-072

Attachment 1

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2022-072

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CONSUMPTION OF ALCOHOL AT THE FARMERS' MARKET THIRD THURSDAY EVENTS TO BE HELD AUGUST 25, SEPTEMBER 15, AND OCTOBER 20, 2022

WHEREAS, the City entered into a contract in 2020 with Good Roots Events, Inc. due to their understanding of the Carmel-by-the-Sea community, their vision for the Market, and their overall experience managing Farmers' Markets and special events; and

WHEREAS, when the Farmers' Market was created in Carmel-by-the-Sea in 2014 a monthly evening component of the Market was an important component; and

WHEREAS, the Third Thursday pilot program extends the Farmers' Market once monthly through October and will feature, artists, musicians, food, and potentially alcoholic beverages; and

WHEREAS, Chapter 9.20 of the Carmel-by-the-Sea Municipal Code states that it is unlawful for any person to drink any alcoholic beverage in or upon any public place, but that the City Council has the right, through adoption of a resolution, to make exceptions to the regulation for specific events of limited duration.

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

Authorize the consumption of alcohol at the Third Thursday events to be held August 25, September 15, and October 20, 2022.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of August, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED:

ATTEST:

_____
Dave Potter, Mayor

_____
Nova Romero, MMC
City Clerk

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

August 2, 2022
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Ashlee Wright, Director, Libraries & Community Activities
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Discuss and provide necessary direction the Pumpkin Roll event

RECOMMENDATION:

Discuss and provide staff with direction.

BACKGROUND/SUMMARY:

For many, many years around Halloween children (and adults) snuck out late at night to roll pumpkins down Ocean Avenue. In 2015, to mark the long-standing illegal tradition, the City launched the first Pumpkin Roll down Ocean Avenue. The event was held from 2015-2019 until 2020 when COVID-19 forced the cancellation of all special events.

While other events returned to the City's regular schedule of activities 2021, the Pumpkin Roll did not. At its June 2022 regular meeting the Community Activities Commission considered the Pumpkin Roll for 2022. Staff recommended the cancellation of the event due to concerns about waste of resources in a drought to grow pumpkins with the express purpose of destroying them for fun. While the pumpkins, once smashed, are composted this act seems incompatible with other efforts that the City is making to engage in green and sustainable practices in all of the work we do.

The Community Activities Commission (CAC) had mixed feelings about canceling the Pumpkin Roll as reflected in their discussion. Thoughts expressed included:

- Don’t think sustainability is an issue
- Would like to see a pumpkin event tied to the Farmers’ Market i.e. Pumpkin patch at Third Thursday
- Concern that this is the “only” family event the City organizes
- Concern that this is really the “only” event for locals.

No formal action was taken and the CAC directed staff to return with other options for something pumpkin themed around Halloween.

Issues

Sustainability
One of the Council's Strategic Plan goals that was adopted by the CAC for its Strategic Plan is to "Strive to be excellent stewards of the environment." Staff has been working with the City's Environmental Compliance manager for all of the City events on improving waste diversion and working with the City Forester on minimizing event impacts to the City's green spaces.

Understanding that the Council will be potentially adopting a Climate Action Plan at this meeting it seems incongruous in a drought to grow pumpkins simply for the luxury of smashing them even if they aren't actually grown in Carmel-by-the-Sea. While the Climate Action Plan is focused on larger issues, smaller and medium sized changes to our mindsets and practices that align with the ethos of responsible environmental stewardship are essential to achieving the larger picture ideas.

Inclusivity
Staff has attached the annual list of events which includes, Breakfast with the Bunny, Sandcastle Contest, Halloween Parade, and Holiday Tree and Menorah Lighting. Also included was the Library's Summer Reading program events that were held in the park this year. All of these events are geared towards families.

In addition, all of the events that City staff organize are free events open to residents and visitors/non-locals alike. Visitor participation has always been a part of the City's events. Indeed many current full-time residents started out as visitors/non-locals at some point and if not for the welcoming atmosphere of Carmel-by-the-Sea may not have returned for subsequent visits or to settle here full-time.

Because of the direct proximity of the Pumpkin Roll event to the downtown and Tour Bus parking, visitors have always been participants at this event. If there is concern about visitors/non-locals participating in this event or any other events, perhaps relocating events away from the downtown might assuage some of the participation by visitors/non-locals.

Options
The following are options for the Council moving forward:

- Option 1: As discussed and agreed upon by CAC at their June meeting, direct staff to work with the Farmers' Market manager to work on a pumpkin patch at a third Thursday event before Halloween; and explore educational outreach opportunities for composting pumpkins, and composting in general at subsequent markets.

- Option 2: An outside group or organization takes over the Pumpkin Roll - as with Breakfast with the Bunny.

- Option 3: Direct staff to hold the Pumpkin Roll.

FISCAL IMPACT:

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

PRIOR CITY COUNCIL ACTION:

The City Council approved the Pumpkin Roll as an annual event in 2016.

ATTACHMENTS:

Attachment 1) Special Events 2022

2022 EVENTS

January

- Friday, December 31 - City offices closed
- Friday, January 1 - Rio Resolution Run - virtual
- Friday-Sunday, January 14-23 - Carmel Culinary Week
- Monday, January 17 - Martin Luther King Jr. Day - City offices closed

February

- Monday-Sunday, January 31-February 6 - AT&T Pebble Beach Pro-Am
- Friday, February 11 - Lincoln's Birthday - City offices closed
- Monday, February 21 - President's Day - City offices closed

March

April

- Saturday, April 16 - Carmel Host Lions Club Breakfast with the Bunny
- Sunday, April 24 - Big Sur International Marathon

May

- Saturday, May 7 - Monterey Winemakers' Celebration
- Friday-Sunday, May 13-15 - Carmel Art Festival
- Monday, May 30 - Memorial Day Ceremony

June

- Thursday, June 9 - Summer Reading program* - Tam Tam African Drummers
- Saturday-Sunday, June 11-12 - Carmel Surfabout
- Friday, June 17 - Summer Reading program* - Rock Painting with Carmel Art Association
- Friday, June 24 - Summer Reading program* - Puppet Art Theater

July

- Friday, July 1 - Summer Reading program* - Plant the Library
- Monday, July 4 - Monterey Pops! Concert
- Thursday, July 7 - Summer Reading program* - Zoo to You
- Friday, July 15 - Summer Reading program* - Kaluza & Coventry Variety Show, Wheelie Mobilie
- Wednesday, July 20 - Selection of vendors for the Homecrafters' Marketplace

August

- Tuesday, August 16 - Accura in Devendorf Park (previously a part of COTA)
- Thursday, August 18 - Prancing Ponies Car Show

September

- Friday, September 16 - Carmel High School Homecoming Parade
- Saturday, September 17 - Sandcastle Contest
- Thursday, September 27 - Community Group Fair

October

-
- Saturday, October 8 - Visit Carmel - Meet the Maker
- Saturday, October 29 - Forest Theater Guild - Movie in the Park, Hocus Pocus
- Monday, October 31 - Halloween Parade

November

- Friday, November 11 - Veterans Day Ceremony
- Saturday, November 19 - 51st Homecrafters' Marketplace

December

- Friday, December 2 - Annual Holiday Celebration

*Summer Reading program event schedule available on the Library website

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

August 2, 2022
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 recommendation from the Historic Resources Board to the City Council that the City Council enter into a Mills Act Historical Property Contract MA 21-238 (L'Auberge Carmel) with Esperanza Carmel Commercial, LLC for the historic 'Sundial Lodge' now known as L'Auberge Carmel located on Monte Verde Street 2 northeast of 7th Avenue (APN 010-191-005)

RECOMMENDATION:

Accept the recommendation of the Historic Resources Board, and Approve the Mills Act Historical Property Contract MA 21-238 (L'Auberge Carmel) for the historic 'Sundial Lodge' now known as the L'Auberge Carmel Hotel located on Monte Verde Street 2 northeast of 7th Avenue (APN 010-191-005) and authorize the City Administrator to execute the contract.

BACKGROUND/SUMMARY:

The project site is located on Monte Verde Street 2 northeast of 7th Avenue in the Residential and Limited Commercial (RC) District. The existing hotel is known as L'Auberge Carmel. It is a three-story, wood-framed hotel surrounding an open interior courtyard, designed by architect Albert Farr in the Medieval Revival style and constructed circa 1930 by M.J. Murphy.

A Department of Parks and Recreation (DPR) Form 523A was completed for the property in 2002 by Kent L. Seavey (Attachment 3) and the property was added to the Carmel Inventory on May 25, 2005. A Resolution Designating a Historic Resource for the 'Sundial Lodge' was recorded with the County Recorder on October 19, 2006 (Document #2006092967).

On July 2, 2021, David Fink, on behalf of Esperanza Carmel Commercial, LLC, applied for a Mills Act Historical Property Contract. The Mills Act is an incentive program available to owners of historical resources listed on the Carmel Inventory and the local Register of Historic Resources. The property was placed on the local register on September 15, 2003, and the local inventory on May 25, 2005.

On January 24, 2022, the Historic Resources Board adopted Resolution 2022-001-HRB (Attachment 5),

recommending that the City Council enter into a Mills Act Contract with Esperanza Carmel Commercial, LLC for the historic 'Sundial Lodge' property.

Contract Value

The Monterey County Assessor's Office is responsible for determining the value of a property under Mills Act Contract in accordance with sections 439 through 439.4 of the Revenue and Taxation Code. Properties with a Mills Act Contract are not valued based on sales data; rather they are valued by a prescribed income capitalization method (Attachment 7). After a Contract is approved, it is forwarded to the Monterey County Assessor who then determines the Mills Act value.

On March 1, 2022, the Mills Act contract was presented to the City Council with a recommendation to adopt Resolution 2022-024 and enter into a Mills Act contract. Government Code Section 36936 requires three yes votes to adopt a resolution. The Mayor and one Councilmember were recused from the item thereby requiring the three remaining Councilmembers to vote in the affirmative to pass the Resolution. Concerns were raised regarding the tax implications of entering into the contract and on a motion to adopt the Resolution, the motion failed by a 2-1 vote. Staff was directed to return to the Council for reconsideration without a Resolution. Members of Council also requested that staff obtain a preliminary calculation of Mills Act Contract values for the purposes of understanding the potential local tax revenue offset. The Assessor's Office does not typically provide preliminary amounts, but in this case agreed to provide an estimate if staff could provide recent income information for the business. Staff spoke to the business operator and made this request, but was not able to obtain the information (The County will also request this information when attempting to calculate the revised valuation if a Mills Act Contract is granted). As a result, the Assessor's Office could not provide a preliminary amount, and therefore staff cannot provide the actual or estimated value of property tax reduction for Council's consideration.

STAFF ANALYSIS

A Mills Act contract under State law is an agreement between the City of Carmel and a property owner of a historic building listed on the Carmel Register. In exchange for reduced property taxes, the property owner is contractually obligated to perform annual maintenance on the building. The property owner benefits from a reduction in property taxes. The City benefits from assurance, via contract, that the historic building is rehabilitated, maintained, and preserved with a portion of those property taxes that the city is giving up.

The primary purpose for offering Mills Act contracts in the City of Carmel-by-the-Sea is to assist in and ensure the rehabilitation or restoration and long-term maintenance of historic resources.

All properties listed on the City's Historic Register in all districts that have and be, preserved in their historical size, form, and design without significant alterations are eligible for Mills Act contracts.

All Mills Act contracts have a term of 10 years, and one year is added to this term annually upon each anniversary date of the contract unless one or both parties (City and property owner) have taken action to terminate the contract. The City Administrator is authorized to initiate contract termination on behalf of the City based on recommendations of the Planning Department. The contract rights and obligations are binding upon all successive owners of the property during the life of the contract. The property retains the lower Mills Act tax rate when sold. To end a contract, either party may submit a notice of non-renewal to the other party. Such notices shall cause the contract to terminate at the end of the then-current 10-year contract period. Cancellation of a contract by the City due to non-compliance requires a public hearing and, if canceled, results in the immediate termination of the contract and a penalty equal to 12.5 percent of the assessed market value of the property.

The contract requires that the historical elements of the property are maintained in good condition. This

includes a plan for rehabilitation and maintenance and may include a program to restore deteriorated features. All recipients of Mills Act contracts are required to implement a rehabilitation/restoration and maintenance plan prepared by a qualified professional. An annual report is submitted to the Planning Department specifying all work that has been done to maintain and preserve the historic resource over the year in compliance with the approved rehabilitation/restoration and maintenance plan. All rehabilitation/restoration and maintenance work must be completed in conformance with the Secretary of Interior's Standards for Rehabilitation. All Mills Act contracts must specify that the rehabilitation/restoration and maintenance plan shall be updated at least every ten years by a qualified professional and approved by both parties.

The Historic Resources Board considers each application for a Mills Act contract and provides a recommendation to the City Council to approve, approve with conditions, or deny the application.

The City Council considers the recommendations from the Historic Resources Board at a public hearing and resolves to approve, approve with conditions, or deny the proposed contract with sufficient time for action by the City Clerk so that recordation of approved contracts occurs before December 31st of the year in which the application is received.

To approve a Mills Act contract, the Historic Resources Board and the City Council must both make all of the following findings:

i. The building is designated as an historic resource by the City and is listed on the Carmel Register.

Staff Response: The property was designated as a historic resource on May 25, 2005, and a Resolution was recorded with Monterey County on October 19, 2006. According to a September 15, 2003 staff report to the Historic Preservation Committee, the property was voluntarily placed on the local historic inventory by then-owner, Auberge Carmel, LLC, represented by Mr. David Fink. The application meets this finding.

ii. The proposed rehabilitation/restoration and maintenance plan is appropriate in scope and sufficient in detail to guide long-term rehabilitation/restoration and maintenance. Required maintenance and rehabilitation should be more significant than just routine maintenance that would be expected for any property.

Staff Response: The proposed plan includes rehabilitation and maintenance activities that will protect the integrity of the resource by replacing aging infrastructures such as plumbing and heating, ventilation, and air conditioning systems and repairing character-defining features such as the original wood windows. On-going maintenance activities include foundation inspections, roof maintenance, cleaning and inspecting all chimneys and flues, and termite testing. All exterior modifications are subject to Design Review approval and a determination of consistency with the Secretary's Standards. Therefore, the application meets this finding.

iii. Alterations to the historic resource have been in the past, and will continue to be in the future, limited to interior work and to exterior rehabilitation and alterations that:

(A) Comply with the Secretary's Standards (future additions only); and

(B) Do not significantly alter, damage or diminish any primary elevation or character-defining feature; and

(C) Do not increase floor area on the property by more than 15 percent beyond the amount established in the documented original or historic design of the resource; and

(D) Do not result in any second-story addition to a single-story historic resource.

Staff Response: After purchasing the property in 2002, Mr. Fink submitted an application to the City to remodel the hotel. The renovation was reviewed by Ms. Sheila McElroy of ***Circa: History Property Development*** for consistency with the Secretary of the Interior's Standards for the Treatment of Historic Properties. The renovation was found consistent with the Secretary's Standards by the Historic Preservation Committee and did not include any increase in floor area. The primary elevation and character-defining features of the hotel were preserved, and the project was approved by the Planning Commission. The application meets this finding.

iv. The Mills Act contract will aid in offsetting the costs of rehabilitating and maintaining the historic resource.

Staff Response: Construction was completed on the hotel in 1930 and renovated 20 years ago. A rehabilitation and maintenance plan prepared by Mr. Christopher Barlow, AIA, EDAC, LEED AP, NCARB, with input from historic preservation professional Mr. Kent Seavey, proposes the following rehabilitation work: replace existing plumbing throughout the building; replace the existing heating, ventilation, and air conditioning systems; repair and rehabilitate existing windows for thermal performance; and, repair and replacement of insulation. Proposed maintenance activities include foundation inspections and repairs; exterior paint; roof maintenance; cleaning, inspecting, repairing chimneys and flues; and termite testing/treatment. The total cost of rehabilitation and maintenance is estimated to be $850,000 over the next ten years. The savings in property taxes would aid in offsetting these costs. The application meets this finding.

v. Approval of the Mills Act contract will represent an equitable balance of public and private interests and will not result in a substantial adverse financial impact on the City.

Staff Response: Approval of the Mills Act Contract would be consistent with Goal 1-5 and Objective 1-16 of the Land Use & Community Character Element of the General Plan, which encourages providing incentives for property owners to preserve and rehabilitate historic resources. Although the adoption of a Mills Act Contract would decrease property tax revenue to the City, the financial impact would be minimal because:

1. The City Council adopted Resolution 2016-068 on September 13, 2016, limiting the number of Mills Act Contracts that can be approved to fifteen (15) in any three calendar year period. Only one Mills Act Contract has been approved in the last three years and that approval was granted in November 2019.
2. Carmel currently has 283 historic resources, and since the adoption of the Mills Act program in 2004, the City has entered into a total of ten Mills Act Contracts.
3. The City would continue to receive a portion of the property tax revenue, and the investment in rehabilitation and maintenance supports local tourism, which benefits both private and public interests.
4. The value of preserving the historic hotel offsets the loss of property tax revenue.

FISCAL IMPACT:

The City will have a diminished tax base from the property at Monte Verde 2 northeast of 7th Avenue for the term of the contract. The amount is unknown at this point.

PRIOR CITY COUNCIL ACTION:

On March 3, 2020, the City Council adopted standard contract language for Mills Act Contracts.

ATTACHMENTS:

Attachment 1) Standard Mills Act Contract
Attachment 2) Exhibit A - Legal Description
Attachment 3) Exhibit B - DPR 523A 'Sundial Lodge'
Attachment 4) Exhibit C - Maintenance Plan
Attachment 5) HRB Resolution 2022-001
Attachment 6) Photographs of Exterior
Attachment 7) Guidelines for the Assessment of Enforceably Restricted Historical Property

RECORDING REQUESTED BY CITY OF CARMEL-BY-THE-SEA AND WHEN RECORDED MAIL TO Carmel City Hall Attn: Community Planning & Building P.O. Box CC Carmel-By-The-Sea, CA 93921	This space reserved for the Recorder's use only

CITY OF CARMEL-BY-THE-SEA
MILLS ACT HISTORIC PROPERTY PRESERVATION CONTRACT

THIS AGREEMENT is made and entered by and between the CITY OF CARMEL-BY-THE-SEA a municipal corporation (hereinafter referred to as "City"), and ESPERANZA CARMEL COMMERCIAL, LLC (hereinafter referred to as "Owner").

RECITALS

(i) California Government Code Section 50280, et seq. (known as the Mills Act) authorizes cities to enter into contracts with the owners of qualified historic properties to provide for their appropriate use, maintenance and restoration such that these historic properties retain their historic characteristics;

(ii) The Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at Monte Verde 2 northeast of 7th Avenue (APN: 010-191-005), Carmel-By-The-Sea, California, (hereinafter referred to as the "Historic Property"). A legal description of the Historic Property is attached hereto, marked as **"Exhibit A"** and is incorporated herein by reference;

(iii) The property is identified as a historic resource on the City of Carmel-By-The-Sea's Historic Inventory and Register of Historic Resources and is further described in the DPR 523A Form attached hereto, marked as **"Exhibit B"** and is incorporated herein by reference;

(iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, as it exists at the date of this contract and as described in the City's Register of Historic Resources and the National Register of Historic Places, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

1. INCORPORATION OF RECITALS. All recitals are incorporated into this Agreement.

2. EFFECTIVE DATE AND TERM. This Agreement shall be effective and commence on the date the Agreement is signed by the City, unless otherwise indicated by the County of Monterey, and shall remain in effect for a minimum term of ten (10) years thereafter.

3. AUTOMATIC RENEWAL. Each year, upon the anniversary of the effective date of this Agreement (hereinafter referred to as "annual renewal date"), one (1) year shall be added automatically to the term of this Agreement, unless timely notice of nonrenewal is given as provided in paragraph 4 of this Agreement. The total length of the contract shall not exceed twenty (20) years.

4. NOTICE OF NONRENEWAL. If City or Owner desires in any year not to renew this Agreement, that party shall serve written notice of nonrenewal in advance of the annual renewal date of this Agreement as follows: Owner must serve written notice of nonrenewal at least ninety (90) days prior to the annual renewal date; City must serve written notice of the nonrenewal at least sixty (60) days prior to the annual renewal date. If notice is not received, the Agreement shall automatically be renewed for another year. Upon receipt by Owner of a notice of nonrenewal from the City, Owner may make a written protest. At any time prior to the annual renewal date, City may withdraw its notice of nonrenewal.

5. EFFECT OF NOTICE OF NONRENEWAL. If either City or Owner serves timely notice of nonrenewal in any year, and this contract is not renewed, this Agreement shall remain in effect shall remain in effect for the balance of the period remaining since the original execution or the last annual renewal date.

6. FEES. The City may require that the Owner(s) of the Historic Property pay a fee that shall not exceed the reasonable cost of providing services, such as inspections, pursuant to Government Code Section 50281.1 (Article 12 of Chapter 1 of Part 1 of Division 1 of Title 5 of the Government Code), for which the fee is charged.

7. VALUATION OF PROPERTY. During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

8. PRESERVATION OF PROPERTY. Owner shall preserve and maintain the characteristics of historical significance of the Historic Property and agrees to complete rehabilitation and/or maintenance activities as defined in the Rehabilitation/Restoration and Maintenance Plan attached as "Exhibit C". Requests for revisions to the Maintenance and

Rehabilitation plan shall be reviewed by the Historic Resources Board prior to implementation. In addition, Owner shall comply with the terms of the City's Historic Preservation Ordinance (CMC 17.32). Owners shall not be permitted to further impede any view corridor with any new structure, including but not limited to walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.

9. RESTORATION OF PROPERTY. Owner shall, where necessary, restore and rehabilitate the Historic Property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, U. S. Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and the City of Carmel-by-the-Sea, all as amended.

10. INSPECTIONS. Owner shall allow periodic examinations, at least every five (5) years, with reasonable notice thereof, of the interior and exterior of the Historic Property by representatives of the County of Monterey Assessor and the City of Carmel-By-The-Sea as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. The City will coordinate inspections by such other agencies that have jurisdiction and will keep them to the minimum necessary to determinate such compliance.

11. PROVISION OF INFORMATION. Owner shall furnish City with any and all information required by City, in order to determine the eligibility of the Historic Property, and that City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.

12. ANNUAL REPORT. Owner shall submit an annual report at least 90 days prior to each annual renewal date (October 1st) to the Department of Planning and Building specifying all work that has been done to maintain and preserve the historic resource over the preceding year in compliance with the approved maintenance plan.

13. CANCELLATION. The City has the right to cancel the contract if the owner allows the property to deteriorate to the point that it no longer meets the standards for a qualified historical property. The City also has the right to cancel this contract if the owner(s) breaches the provisions of paragraph's # 8, 9, 10 or 12 of this Agreement after the City has provided reasonable notice of any failure to comply with the agreement, and a public hearing. Notice of the hearing shall be mailed to the last known address of each owner of the property, with the notice conforming to the provisions of Government Code section 6061., If after notice and a hearing, the contract is cancelled, termination of the Agreement is immediate, and the owner shall pay a cancellation fee equal to 12.5 percent of the current fair market value of the property, as determined by the Monterey County Assessor as though the property were free of the contractual restriction. The cancellation fee shall be paid to the Assessor, at the time and in the manner that the Assessor shall prescribe. City's right to cancel this Agreement pursuant to this paragraph

shall in no way limit or restrict its rights or legal remedies arising from City's Historic Preservation Ordinance and Municipal Code.

14. ENFORCEMENT OF AGREEMENT. In lieu of and/or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement.

15. WAIVER. City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All remedies at law or in equity, which are not otherwise provided for this Agreement or in City's regulations governing historic properties are available to City to pursue in the event there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

16. BINDING EFFECT OF AGREEMENT. Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. A successor in interest shall have the same rights and obligations under this Agreement as the original owner who executed the Agreement.
Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.
City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

17. NOTICE. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: Carmel-By-The-Sea
Community Planning & Building Department
Attn: Community Planning & Building Director
P.O. Box CC
Carmel-By-The-Sea, CA 93921

Owner: Esperanza Carmel Commercial, LLC
PO Box 134
Carmel, CA 93921

Notice to successors in interest to either party shall be sent to the appropriate address. In the case of future Owner(s) of the Historic Property, notice shall be sent to the address on file with the county property tax office in power at the time.

18. RECORDATION. No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Monterey. From and after the time of the recordation, this Agreement shall impart a notice thereof to all persons as is afforded under state law.

19. STATE LAW. The Owner or agent of Owner shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of the date of this Agreement.

20. GOVERNING LAW; VENUE. This Agreement shall be constructed and governed in accordance with the laws of the State of California. Should either party to this agreement bring legal action against the other, the case shall be handled in Monterey County, California and the party prevailing in such action shall be entitled to a reasonable attorney fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment together with all costs.

21. AMENDMENTS. This agreement may be amended in whole or in part, only by a written-recorded instrument executed by the parties hereto.

22. DESTRUCTION OF PROPERTY; EMINENT DOMAIN; CANCELLATION. If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be preplaced, this Agreement shall be cancelled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code Section 50286 shall be imposed if the Agreement is cancelled pursuant to this paragraph. Such Agreement shall be null and void for all purposes of determining the value of the property so acquired.

23. INDEMNIFICATION. Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any

federal, state or local government agency, arising out of or incident to the direct or indirect use, operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner's activities in connection with the Historic Property; and (iii) any restriction on the use of development of the Historic Property, from application or enforcement of the City's Municipal Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of the City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

24. **SEVERABILITY.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

IN WITNESS THEREOF, the City and Owners have executed this Agreement on the day and year this Agreement is signed by the City, unless otherwise indicated by the County of Monterey.

CITY OF CARMEL-BY-THE-SEA:

By: _____ Date: _____

Name: Richard L. Rerig ("Chip")
Title: City Administrator

PROPERTY OWNER(S):

By: _____ Date: _____

Name: Patrice Pastor
Esperanza Carmel Commercial, LLC
Title: Property Owner

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
DPR 523A FORM for 'Sundial Lodge'

EXHIBIT C
REHABILITATION/RESTORATION AND MAINTENANCE PLAN

Attachment 2

LEGAL DESCRIPTION

Real property in the City of Carmel, County of Monterey, State of California, described as follows:

LOTS 18 AND 20 IN BLOCK 74, AS SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED, MAP OF "CARMEL-BY-THE-SEA, MONTEREY COUNTY, CALIFORNIA", FILED MARCH 7, 1902 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, IN VOLUME 1 OF MAPS, "CITIES AND TOWN", AT PAGE 2.

APN: 010-191-005

Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
City of Carmel

CINTERIM
10/19/2006
15:56:04

Attachment 3

DOCUMENT: **2006092967**

Titles: 1/ Pages: 1

Fees....
Taxes...
Other...
AMT PAID

Return to:
Carmel City Hall
Post Office Drawer G
Carmel, CA 93921
Attention, Brian Roseth

RESOLUTION

DESIGNATING AN HISTORIC RESOURCE

The Department of Community Planning and Building of the City of Carmel-by-the-Sea completed intensive survey work, received approval from the California Coastal Commission and made an Administrative Determination that the property identified below meets the criteria for an historic resource as established in the City's General Plan, the Municipal Code and the Local Coastal Program for Carmel-by-the-Sea.

Based on this determination, effective 25 May 2005, the Department of Community Planning and Building resolved to designate the property described below as a local resource on the Carmel Inventory of Historic Resources.

This Resolution/Administrative Determination is recorded pursuant to section 5029(b) of the California Public Resources Code that requires the City to record all historic resource determinations. This action also is taken in furtherance of the Local Coastal Program certified by the California Coastal Commission and implemented by the City of Carmel-by-the-Sea Ordinances No. 2004-01 and 2004-02.

Assessor's Parcel Number: 010191005000

Block: 74 **Lot(s)**: ALL LOTS 18 AND 20

Current Owner: AUBERGE CARMEL LLC

Street Location: E/S MONTE VERDE BET. OCEAN & 7TH

It is the purpose of this Resolution/Administrative Determination to alert the owner, successors and assigns to the existence of an historic resource on the property. This historic resource is protected under laws of the State of California and of the City of Carmel-by-the-Sea including the California Coastal Act, the California Public Resources Code, the Carmel-by-the-Sea Municipal Code and the Local Coastal Program. Specific regulations affecting remodels, alterations, additions and demolitions can be found in the City of Carmel-by-the-Sea planning documents referenced above.

Certified by:

Brian Roseth,
Principal Planner, Carmel-by-the-Sea

END OF DOCUMENT

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary # Attachment 3
HRI #
Trinomial
NRHP Status Code 5S1 5D1
Other Listings
Review Code Reviewer Date

 Resource Name or #: (Assigned by recorder) *Sundial Lodge*

P1. Other Identifier:

P2. Location: ☐ Not for Publication ☒ Unrestricted a. County *Monterey*
and (P2b and P2c or P2d. Attach a Location Map as necessary.)
b. USGS 7.5' Quad Date T ; R ; 1/4 of 1/4 of Sec ; B.M.
c. Address: City *Carmel by-the-Sea* Zip *93921*
d. UTM: (Give more than one for large and/linear resources) ; mE/ mN
e. Other Locational Data (Enter Parcel #, legal description, directions to resource, elevation, etc., as appropriate)
2 NE of 7th, E/side Monte Verde (Blk 74, Lots 18. 20)
Parcel No. *010-191-005*

P3. Description (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

A three-story, wood-framed hotel, rectangular in plan w/an open interior courtyard, resting on a concrete foundation. The exterior wall cladding is a smooth cement stucco, w/a rough textured veneer on the first floor of the west facing facade, built-up and scored as stone, in an ashlar pattern. The steep-pitched hipped roof is covered in a fiberglass, or cementatious shingle. The roof-planes on the north and south sides of the interior court extend down to the first floor level, and have a series of hipped roof dormers looking into the courtyard below. Four on the north side, and three on the south side. There are five interior type stucco-clad false chimneys on the intersecting roof system. Two appear on the west facing facade, one in the ridge line just north of the main entry, and the second just south of the main entry, placed in the roof-plane on the east side of this elevation. The one to the south has a pair of decorative chimney pots. Two more false chimneys appear centered in either side-elevation, both on the interior roof-planes, facing the open courtyard. The fifth chimney in on the ridge line of the east (rear) elevation, toward the SE cr. of the building. There are two towered components of the west facing facade. One at the SW cr is flush w/the building envelope and has a steeply-pitched pyramidal roof, w/asmall dormer window facing west. The second, toward the NW cr. of the facade is one bay wide, and projects slightly over the ground floor. It also has a steeply-pitched pyramidal roof, but w/out a dormer window.

P3b. Resource Attributes: (List attributes and codes) *HP5 - Hotel/Motel*

P4. Resources Present ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)

P5b. Description of Photo: (View, date, accession #)
Looking NE at the west facing facade, 11/9/01, #9219-5

P6. Date Constructed/Age and Sources
☐ Prehistoric ☒ Historic ☐ Both
1930 Carmel bldg. records

P7. Owner and Address
Daiki (USA) Corporation
55 5th Street
San Francisco, CA 94103

P8. Recorded by: (Name, affiliation, and address)
Kent L. Seavey
Preservation Consultant
310 Lighthouse Ave.
Pacific Grove, CA 93950

P9. Date Recorded: *12/5/2002*

P10. Survey Type: (Describe)
Carmel Historic resource Inventory - 2001

P11. Report Citation: (Cite survey report and other sources, or enter "none")
Carmel by-the-Sea Survey 1989-1996

Attachments ☐ NONE ☒ Continuation Sheet ☐ District Record ☐ Rock Art Record ☐ Other: (List)
☐ Location Map ☒ Building, Structure, and Object Record ☐ Linear Feature Record ☐ Artifact Record
☐ Sketch Map ☐ Archaeological Record ☐ Milling Station Record ☐ Photograph Record

NRHP Status Code *5S1*

Resource Name or #: (Assigned by recorder) *Sundial Lodge*

B1. Historic Name: *Sundial Court*

B2. Common Name:

B3. Original Use: *hotel* B4. Present Use: *hotel*

B5. Architectural Style: *Medieval revival (Czechoslovakian source)*

B6. Construction History: (Construction date, alterations, and date of alterations)

Constructed 1930 (Cbp# 2231); interior alterations 1947 (Cbp# 2248); repair interior fire damage 1956 (Cbp# 2849); foundation work 1956 (Cbp# 2848); subdivide interior offices 1957 (Cbp# 3072); enlarge lobby 1968 (Cbp# 4861); add restaurant 1978 (78-19): interior remodel 1982 (Cbp# 82-52): interior remodel 1989 (Cbp# 89-216)

B7. Moved? ☒ No ☐ Yes ☐ Unknown Date : Original Location:

B8. Related Features:

B9a. Architect: *Albert Farr* b. Builder: *M.J. Murphy*

B10. Significance: Theme: *Architectural & Economic Development* Area: *Carmel by-the-Sea*

Period of Significance: *1903-1940* **Property Type:** *hotel* **Applicable Criteria:** *CR3*

(Discuss importance in terms of historical or architectural context as defined by theme, period and geographic scope. Also address integrity.)

The Sundial Lodge is significant under California Register criteria 3, in the area of architecture as one of the few remaining visitor accomodating facilities from the late 1920s and early 1930s that essentially maintains its original exterior appearance. It is also significant as the work of noted San Francisco architect Albert Farr. The design inspiration was that of Allen Knight, one of Carmel's most colorful figures. knight was an inveterate traveler, and had seen such buildings on a visit to eastern Europe. In 1929 a *Carmel Pine Cone* article on the proposed hotel noted that, "the architecture is European, probably more Bohemian than of any other national type, and fits in well with Carmel's general scheme". This refered to the concentration of Medieval influenced romantic revival commercial buildings in the general area of Monte Verde, Ocean Ave. & Lincoln that had helped define Carmel as a village in a forest during the 1920s. Other architectural influences from southern Europe were at work as well in the commercial district, adding to the eclectic character of the community. Allen Knight would later serve as both city councilman and mayor of Carmel.

Architect Albert Farr was a specialist in domestic architecture in the San Francisco Bay Area. His most well known commission was "Glen Allyn" in Sonoma County , the first home of Jack London. He had worked in the offices of Clinton Day and the Reid Bros. before going into practice on his own.

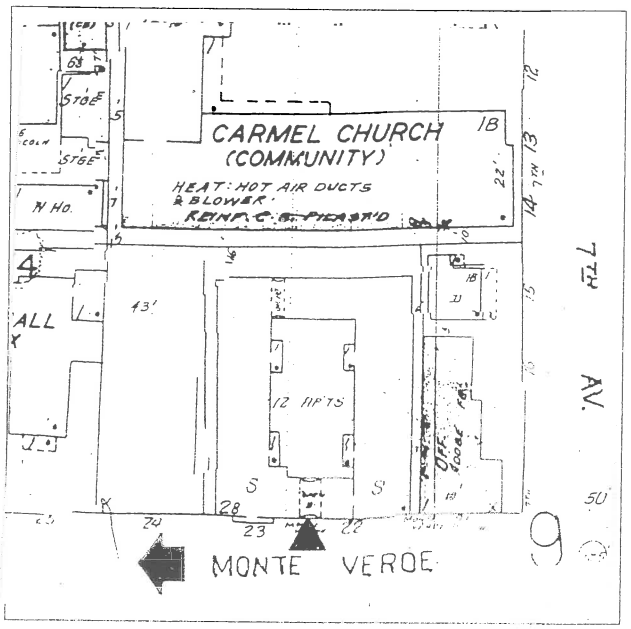
Michael J. Murphy was the builder. Murphy was one of the earliest and most prolific builders in Carmel, constructing as many as 350 structures in the village during his long career, from about 1902 to the early 1940s. He is credited with establishing the residential look of Carmel during the important period of develoment between 1904 and the mid 1920s. It is probable that much of the material for the Sundial Court came from Murphy's local building supply company. Noted artist Henrietta Shore used one of the commercial spaces on the north side of the building as her painting studio during the 1940s.

B11. Additional Resource Attributes: (List attributes and codes) *HP5 - Hotel/Motel*

B12. References:

Carmel bldg. records, Carmel Planning Dept., City Hall, Carmel
Carmel Historic Context Statement 1997
Fremier, Allene, *Allan Knight, Beloved Eccentric*, Boxwood Press:Pacific Grove, 1984
Sanborn fire insurance maps of Carmel 1930-1930-62
Albert Farr. Obit.. *American Architect*. Oct. 1946

B13. Remarks: *Zoning RC*
CHCS (AD/ED)



B14. Evaluator: *Kent Seavey*

Date of Evaluation: *12/5/2002*

(This space reserved for official comments.)

P3. There is also a slightly projecting gabled bay on the facade, at the inside cr. of the tower to the SW. This feature has four exposed decorative brackets at its base. There are two tiny eyebrow vents in the roof-plane of the west (front) elevation, evenly spaced between the projecting bays, close to the eave line. The current gutter system conceals the exposed rafter-tails at the eave line. The first floor of the hotel, along Monte Verde was designed as retail space, and is characterized by wide, segmentally arched bays, paired on either side of the central round arched entry. The windows in the these bays are large, multi-paned glazed panels w/thick muntins. There are central doorways in the two bays closest to the hotel's arched entry passage. The bays to the south of the entry are capped by flase voussiers. A raised decorative Gothic ogee molding w/acorn details at its peak and ends, caps the principal entry. Fenestration is otherwise irregular w/a combination of single, paired and banked multi-paned wood casement type, w/planked wood shutters. The casement windows along the exterior of the building on the north, south and east elevations lack muntins, while the windows opening onto the interior courtyard do have them. This as per the original 1930 specifications, on file w/the Planning Dept.. The central windows in the third story of the west facing facade, above the entry, originally had diamond paned leaded glass windows, but now are single paned. The only other apparent change to the fenestration is the appearance of several wooden window boxes along the west facing facade. The interior court rises in a series of terraces, connected by open steps, all covered in red brick decking. The perimeter of the courtyard is planted w/low shrubbery and flower beds, w/deck furniture placed about. There is a round arched cloth canopy fronting the central entry, that does not appear in the original drawings. All in all the hotel looks essentially as it did when construted in 1930. Of interest is the fact that architect Farr had originally intended to use some false half-timbering on the building, but for some reason, probably economic, canceled their use in a change order attached to the original specifications.

B10. The Sundial Court was conceived and realized by one of Carmel's most colorful figures, Allen Knight. His ideas were realized by noted San Francisco architect Albert Farr, and the work was executed by Carmel's premier master-builder M.J. Murphy. The design of the building was clearly in keeping with the desired "old world" ambiance established in the lower portion of the business district in the early 1920s, to maintain the aesthetic sense of the place as a village in the forest. The success of that venture is visible today. That there has been little change to the exterior appearance of the Sundial Lodge is a credit to its designers who's understanding of the creative, individual and eclectic nature of the village continues to be appreciated for its aesthetic qualities, and economic benefits to the community. Sundial Lodge clearly reflects the findings of, and is consistant with the 1997 Carmel Historic Context Statement under the themes of architectural and economic development.

City of Carmel
Mills Act Rehabilitation and Maintenance Plan

Property Address: Monte Verde St. at Seventh Ave.
Owner Name: L'Auberge Carmel / David Fink
Owner Telephone No.: (831) 917-2322

Plan Prepared by: Christopher Barlow AIA, EDAC, LEED AP, NCARB

L'Auberge Carmel, Monte Verde Street and Seventh Ave, Carmel-By-The-Sea, California

Mills Act Rehabilitation and Maintenance Plan

Maintenance/ Rehabilitation	Completed/ Proposed	Year of Completion	Building Feature	Description of Work	Cost
STRUCTURAL UPGRADES					
Maintenance	Proposed	2029	Foundation	Foundation Inspection and localized repairs (as needed)	$30,000
				Structural Upgrades Subtotal	**$30,000**
BUILDING SYSTEMS UPGRADES					
Rehabilitation	Proposed	2022	Plumbing	Replace existing aged interior plumbing piping throughout building	$95,000
Rehabilitation	Proposed	2024	Mechanical	Repair and replace existing Heating, Ventilation and Air Condition system(s)	$175,000
				Building Systems Upgrades Subtotal	**$270,000**
EXTERIOR AND INTERIOR FEATURES, MATERIALS, AND FINISHES					
Maintenance	Proposed	2027	Exterior walls	Paint exterior of all exterior walls (every six years)	$45,000
Maintenance	Proposed	2022-2032	Exteriors	Maintain Roof, Clean Chimneys/Flues, Inspect and seal plaster (annually)	$150,000
Rehabilitation	Proposed	2022	Windows	Conduct exterior window condition assessment and provide survey of repairs	$10,000
Rehabilitation	Proposed	2023	Windows	Repair and Rehabilitate existing Windows for increased thermal performance	$115,000
Rehabilitation	Proposed	2028	Roof, Ext. walls	Insulation repairs and replacement	$75,000
Maintenance	Proposed	2030	Wood, thruout	Termite testing and repairs	$75,000
				Exterior and Interior Features Upgrades Subtotal	**$470,000**
HARDSCAPE AND LANDSCAPE					
Rehabilitation	Proposed	2025	Hardscape	New drainage at courtyard (currently surface drainage only, see photo 16)	$45,000
Rehabilitation	Proposed	2026	Hardscape	Retaining Wall repair at existing stairs and property line (see photo 15)	$35,000
				Exterior and Interior Features Upgrades Subtotal	**$80,000**
				Completed Work Total	**$0**
				Proposed Work Total	**$850,000**
				REHABILITATION AND MAINTENANCE TOTAL	**$850,000**

Note: Frequency of Repairs continues beyond 2032 based on interval proposal.

Note: Dollar amounts will be review at 10 year intervals and adjusted for inflation.

CITY OF CARMEL-BY-THE-SEA
HISTORIC RESOURCES BOARD

HISTORIC RESOURCES BOARD RESOLUTION NO. 2021-001-HRB

A RESOLUTION OF THE HISTORIC RESOURCES BOARD OF THE CITY OF CARMEL-BY-THE-SEA RECOMMENDING THAT THE CITY COUNCIL ENTER INTO A MILLS ACT CONTRACT WITH ESPERANZA CARMEL COMMERCIAL, LLC FOR THE PROPERTY LOCATED ON MONTE VERDE 2 NORTHEAST OF 7TH AVENUE ALSO KNOWN AS L'AUBERGE CARMEL
APN 010-191-005

WHEREAS, David Fink ("Applicant") submitted an application on behalf of Esperanza Carmel Commercial, LLC requesting to enter into a Mills Act contract (MA 21-238, L'Auberge Carmel) described herein as ("Application"); and

WHEREAS, the Application has been submitted for the property located on Monte Verde 2 northeast of 7th Avenue Residential and Limited Commercial (R-C) District (Block 74, Lots 18 & 20); and

WHEREAS, the Applicant is requesting to enter into a Mills Act contract with the City and in accordance with Carmel Municipal Code (CMC) Section 17.32.100.B.6 (Review Process), the HRB shall consider the application and make recommendations to the City Council to approve, approve with conditions, or deny the application; and

WHEREAS, the agenda for the Historic Resources Board Meeting was posted in three locations on January 21, 2022 in compliance with State law indicating the date and time of the public hearing; and

WHEREAS, on January 24, 2022, the Historic Resources Board held a public meeting to consider the application for a Mills Act contract, including without limitation, information provided to the Historic Resources Board by City staff and through public testimony; and

WHEREAS, this Resolution and its findings are made based upon evidence presented to the Board at the January 24, 2022 meeting including, without limitation, the staff report and attachments submitted by the Community Planning and Building Department; and

WHEREAS, the Historic Resources Board did hear and consider all said reports, attachments, recommendations and testimony herein above set forth and used their independent judgement to evaluate the project; and

WHEREAS, the facts set forth in the recitals are true and correct and are incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, that the Historic Resources Board of the City of Carmel-By-The-Sea does hereby make the following findings and determinations regarding the **Mills Act Contract**:

FINDINGS REQUIRED FOR A MILLS ACT CONTRACT For each of the required findings listed below, staff has indicated whether the application supports adoption of the findings. For all findings checked "no" the staff report discusses the issues to facilitate the Historic Resources Board decision-making. Findings checked "yes" may or may not be discussed in the report depending on the issues.		
CMC 17.32.100.B.6.c	YES	NO
i. The building is designated as an historic resource by the City and is listed on the Carmel Register.	✓	
ii. The proposed rehabilitation/restoration and maintenance plan is appropriate in scope and sufficient in detail to guide long-term rehabilitation/restoration and maintenance. Required maintenance and rehabilitation should be more significant than just routine maintenance that would be expected for any property.	✓	
iii. Alterations to the historic resource have been in the past, and will continue to be in the future, limited to interior work and to exterior rehabilitation and alterations that: (A) Comply with the Secretary's Standards (future additions only); and (B) Do not significantly alter, damage or diminish any primary elevation or character-defining feature; and (C) Do not increase floor area on the property by more than 15 percent beyond the amount established in the documented original or historic design of the resource; and (D) Do not result in any second-story addition to a single-story historic resource.	✓	
iv. The Mills Act contract will aid in offsetting the costs of rehabilitating and maintaining the historic resource..	✓	
v. Approval of the Mills Act contract will represent an equitable balance of public and private interests and will not result in substantial adverse financial impact on the City.	✓	

BE IT FURTHER RESOLVED that the Historic Resources Board of the City of Carmel-by-the-Sea does hereby recommend that the City Council approve a Mills Act Contract (MA 21-238, L'Auberge Carmel) for the property located on Monte Verde 2 northeast of 7th Avenue (APN 010-191-005).

PASSED, APPROVED AND ADOPTED BY THE HISTORIC RESOURCES BOARD OF THE CITY OF CARMEL-BY-THE-SEA this 24TH day of January, 2022, by the following vote:

AYES: CHROMAN, DYAR, GUALTIERI, HALL, POMEROY

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

_____
Erik Dyar
Chair

_____
Margi Perotti
Historic Resources Board Secretary

L'AUBERGE CARMEL

1 Monte Verde Street at Seventh Ave.

Photo #1, Main façade looking South along Monte Verde

Photo #2, Main façade looking North along Monte Verde

Photos by Jenna Tyndall from Wald, Ruhnke and Dost Architects (June 28, 2021)

Photo #3, North elevation looking from City Hall parking lot

Photo #4, Partial South elevation looking from Seventh Avenue

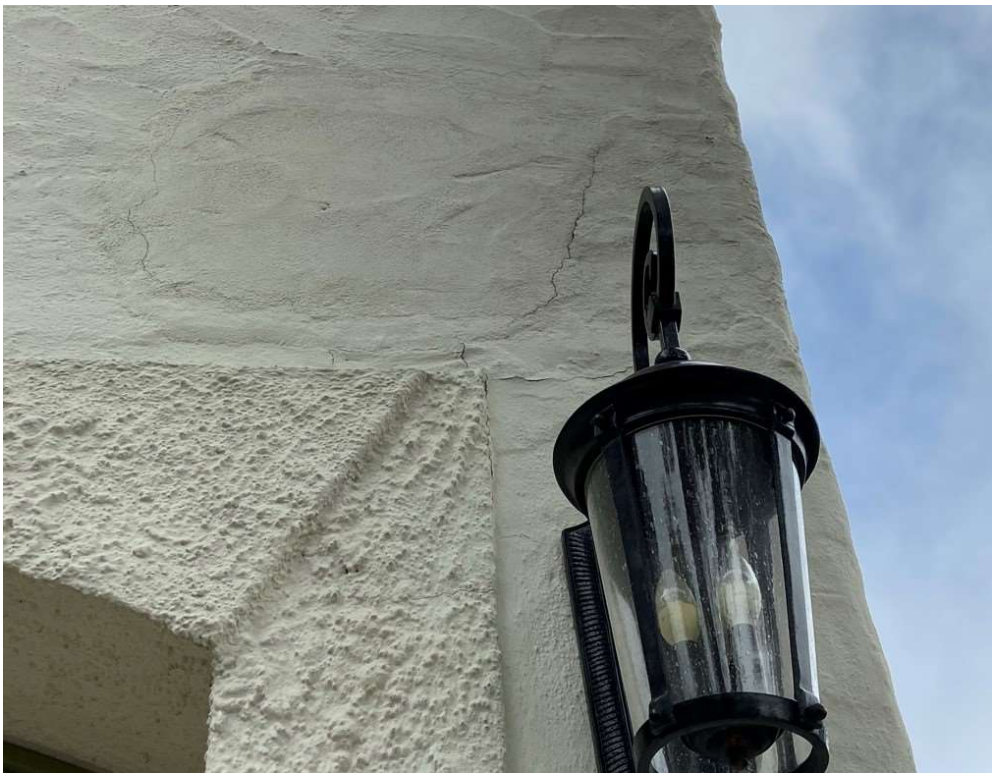


Photo #5, radial plaster cracking at Southwest building corner

Photo #6, holes in foundation, plaster and tile at Southwest corner

Photo #7, hairline cracking in plaster above double windows by main entry

Photo #8, radial cracking in plaster above main entry doors.

Photo #9, holes in foundation near Northwest building corner

Photo #10, cracked step/foundation at Northwest building corner

Photo #11 window sill at North side of building

Photo #12, bent/damaged flashing at second level opening

Photo #10, weathered/oxidized roofing at central courtyard

Photo #11, damaged rafter tails at roof as seen from courtyard

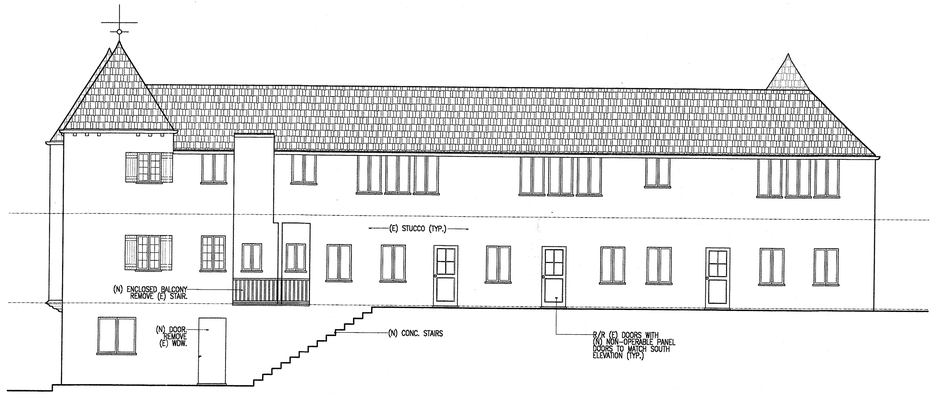
Photo #12, rotted supports at exterior planter box

Photo #13, damaged downspout (typical condition at perimeter)

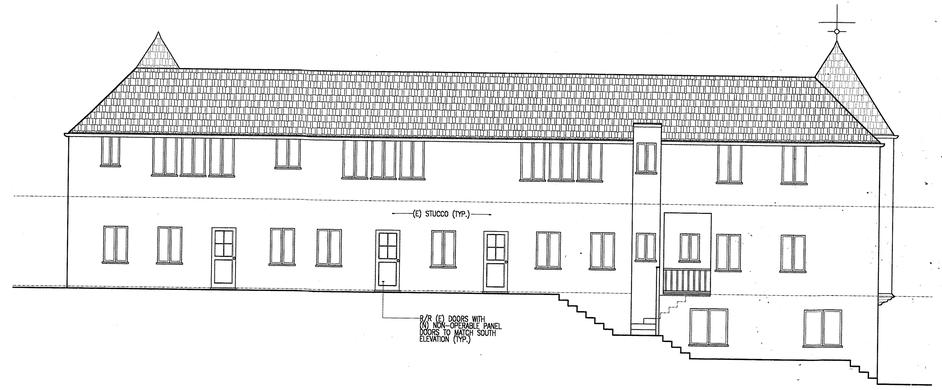
Photo 14, Water damage at upper-level balcony

Photo 15, Existing retaining wall

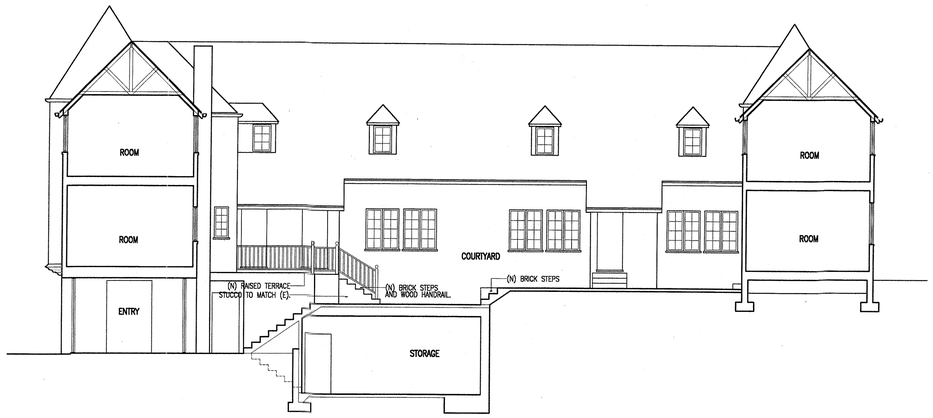
Photo 16, temporary surfact drainage at courtyard



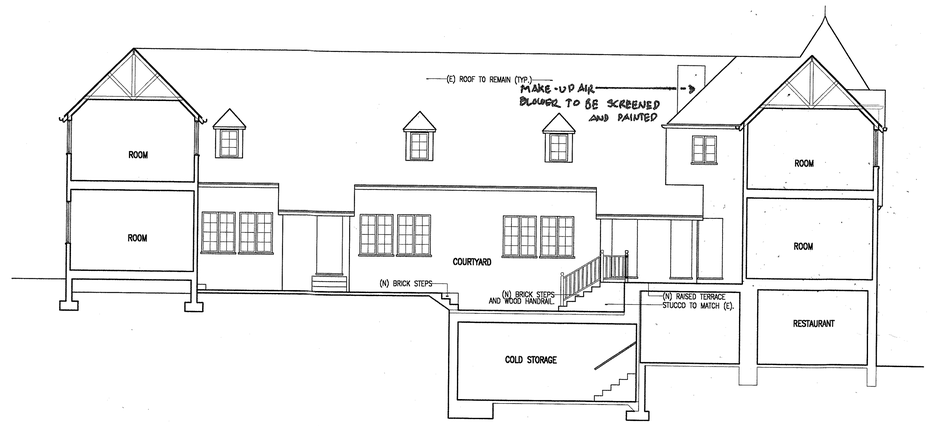
SOUTH ELEVATION



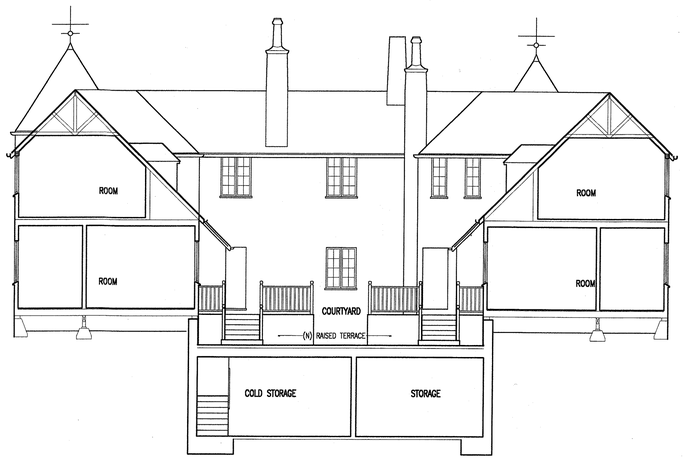
NORTH ELEVATION



SECTION 'A' AND SOUTH COURTYARD ELEVATION



SECTION 'B' AND NORTH COURTYARD ELEVATION



SECTION 'C' AND EAST COURTYARD ELEVATION

NOTE:
REMOVE ALL EXTERIOR CONDUIT WHERE POSSIBLE.

WEST ELEVATION

LICENSED ARCHITECT
BENJAMIN JEFFREY FINK
No. C23367
Exp. 12-31-03
STATE OF CALIFORNIA

REVISIONS

1	OCTOBER 22, 2003
2	
3	
4	
5	
6	

jeff fink and associates, architecture
1421 BLAIR LANE TUSTIN, CA 92780
tel 714 832-4103 fax 714 832-9185

AUBERGE CARMEL
CARMEL, CALIFORNIA

SECTIONS AND ELEVATIONS

SCALE : 1/8" = 1'-0"
APRIL 10, 2003

A5

Attachment 7

STATE OF CALIFORNIA

STATE BOARD OF EQUALIZATION
PROPERTY AND SPECIAL TAXES DEPARTMENT
450 N STREET, SACRAMENTO, CALIFORNIA
PO BOX 942879, SACRAMENTO, CALIFORNIA 94279-0064
916 445-4982 ● FAX 916 323-8765
www.boe.ca.gov

BETTY T. YEE
Acting Member
First District, San Francisco

BILL LEONARD
econd District, Sacramento/Ontario

CLAUDE PARRISH
Third District, Long Beach

JOHN CHIANG
Fourth District, Los Angeles

STEVE WESTLY
State Controller, Sacramento

RAMON J. HIRSIG
Executive Director

June 2, 2005

No. 2005/035

O COUNTY ASSESSORS AND INTERESTED PARTIES:

NOTICE OF BOARD ACTION

GUIDELINES FOR THE ASSESSMENT OF ENFORCEABLY RESTRICTED HISTORICAL PROPERTY

On May 25, 2005, the Board of Equalization approved the following guidelines pertaining to the assessment of enforceably restricted historical property. These guidelines supersede Letter To Assessors No. 77/174 (dated December 19, 1977).

On June 8, 1976, the voters of California approved Proposition 7 which amended section 8 of article XIII of the California Constitution. This amendment requires that enforceably restricted historical property be valued on a basis that is consistent with its restrictions and uses. Sections 439 through 439.4 were added to the Revenue and Taxation Code to implement Proposition 7. These statutes, in particular section 439.2, prohibit a valuation of enforceably restricted historical property based on sales data and instead require that such property be valued by a prescribed income capitalization method.

Staff drafted these guidelines in consultation with interested parties and, after discussions, no issues remained unresolved. The guidelines discuss the enforceably restricted historical property requirements, the income to be capitalized, the capitalization rate, the effect of Proposition 13 upon enforceably restricted historical properties that undergo change in ownership or new construction, and the valuation of property under notice of nonrenewal.

The guidelines are posted on the Board's website at www.boe.ca.gov/proptaxes/guideproc.htm. We hope this information proves useful and promotes uniformity of assessment for these properties. If you have any questions, please contact our Real Property Technical Services Unit at 916-445-4982.

Sincerely,

/s/ David J. Gau

David J. Gau
Deputy Director
Property and Special Taxes Department

DJG:grs
Enclosure

GUIDELINES FOR THE ASSESSMENT OF ENFORCEABLY RESTRICTED HISTORICAL PROPERTY

HISTORY

Effective March 7, 1973, Chapter 1442 of the Statutes of 1972 (also known as the Mills Act) added sections 50280 through 50289 to the Government Code to allow an owner of qualified historical property to enter into a preservation contract with local government. When property is placed under such a contract, the owner agrees to restore the property if necessary, maintain its historic character, and use it in a manner compatible with its historic characteristics.

Prior to the passage of Proposition 7 in 1976, these agreements (i.e., Mills Act contracts) constituted enforceable restrictions on the use of land within the meaning of Revenue and Taxation Code section 402.1[1] (Property Tax Rule 60, repealed January 10, 1978). However, Proposition 7 added the second paragraph to section 8 of article XIII of the California Constitution:

> To promote the preservation of property of historical significance, the Legislature may define such property and shall provide that when it is enforceably restricted, in a manner specified by the Legislature, it shall be valued for property tax purposes only on a basis that is consistent with its restrictions and uses.

To implement Proposition 7, Chapter 1040 of the Statutes of 1977 (Senate Bill 380) added sections 439 through 439.4 to the Revenue and Taxation Code. These statutes, in particular section 439.2, prohibit a valuation of enforceably restricted historical property based on sales data and instead require that such property be valued by a prescribed income capitalization method.

ENFORCEABLY RESTRICTED HISTORICAL PROPERTY

Under section 439, historical property is "enforceably restricted" if it meets the definition of a "qualified historical property" as defined in Government Code section 50280.1 and is subject to a historical property contract executed pursuant to Government Code section 50280 and following. A qualified historical property includes qualified historical improvements and the land on which the improvements are situated, as specified in the historical property contract. If the contract does not specify the land to be included, the qualified historical property includes only a land area of reasonable size to situate the improvements.

A qualified historical property is privately-owned property that is not exempt from property taxation and that also meets either of the following criteria:

- The property is listed in the National Register of Historic Places, or is located within a registered historic district; or

[1] Unless otherwise noted, all statutory references are to the Revenue and Taxation Code.

- The property is listed in any official state, county, city, or city and county official register of historical or architecturally significant sites, places or landmarks, including the California Register of Historical Resources, California Historical Landmarks, State Points of Historical Interest, local landmarks, and local survey listings of historical properties.

The historical property contract must have a minimum term of ten years, and, as applicable, must contain certain other elements, including the following:

- A provision relating to the preservation of the qualified historical property and, when necessary, the restoration and rehabilitation of the property in conformance with state historic preservation guidelines;
- A requirement for the periodic examination of the property to ensure compliance with the agreement;
- A requirement that the historical property agreement be binding upon successor owners of the qualified historical property; and
- A provision for an automatic one-year extension of the contract, with an additional year added to the initial contract term on each anniversary of the contract, unless either party provides notice of nonrenewal. If a notice of nonrenewal is given, the contract runs for its remaining term.

Once a contract is signed, accepted, and recorded, the property subject to the contract must be assessed under section 439.2 on the ensuing lien date. For example, if a contract were recorded in August 2004, the property should have been valued pursuant to section 439.2 for lien date January 1, 2005.

Local authorities may cancel a historical property agreement for breach of contract or failure to protect the historical property. Alternatively, the local entity may take legal action to enforce the contract.

ASSESSMENT

The assessment of an enforceably restricted historical property involves the following aspects: (1) valuing the restricted historical property; (2) properly applying certain assessment provisions relating to article XIII A of the California Constitution (Prop 13); (3) valuing the restricted historical property following a notice of nonrenewal; and (4) valuing the restricted historical property following cancellation of the contract.

Valuing the Restricted Historical Property

Section 439.2 prohibits the assessor from using sales data relating to similar properties, whether or not enforceably restricted, to value an enforceably restricted historical property. Instead, the assessor must annually value a restricted historical property using an income approach that

follows the specific provisions of section 439.2. These provisions explicitly address (1) the determination of the income to be capitalized, (2) the development of the capitalization rate, (3) the capitalization technique to be used, and (4) the determination of the restricted historical property's taxable value on each lien date.

Income to be Capitalized

As provided in section 439.2(a), the income to be capitalized when valuing a restricted historical property is the property's fair rent less allowed expenditures, or allowed expenses. In general, section 439.2(a) follows Property Tax Rule 8(c), with fair rent in section 439.2 corresponding to gross return in Rule 8(c); allowed expenditures, or allowed expenses, in section 439.2 corresponding to gross outgo in Rule 8(c); and the income to be capitalized in section 439.2 corresponding to net return in Rule 8(c). In addition, for the purposes here, "gross income" is synonymous with fair rent, and "net operating income" is synonymous with the income to be capitalized.

The parties to a historical property agreement may stipulate a minimum annual income to be capitalized, in which case the income to be capitalized may not be less than the stipulated amount.

Fair rent, or gross income. The gross income of a restricted historical property is the fair rent for the property considering the restrictions on the property's use. When establishing the fair rent for a restricted historical property, the appraiser should consider the actual rent and typical rents in the area for similar properties in similar use, where the owner pays the property taxes.

The actual rent received by the owner of the subject restricted historical property is relevant to an estimate of fair market rent only if the actual rent is the same rent that would be expected if the existing lease were renegotiated in light of current market conditions, including the subject property's enforceable restrictions on use. With respect to rents from similar, or comparable, properties, if such rents are from properties outside the geographic or market area of the subject property, or from properties that are otherwise dissimilar to the subject property, the rents may not be relevant to an estimate of the subject property's fair rent.

Comparable rental data for single-family residences can be obtained from real estate brokers, rental agencies, and newspaper ads. Many assessors offices maintain rental data for commercial properties, and this data may be helpful when establishing the fair rent for restricted historical property when the contract allows a commercial use. Rental data for commercial property also can be obtained from commercial real estate brokers. For the purpose of estimating anticipated market fair rent and expenditures for use in calculating the subject property's value, rental and expense data for existing restricted historical properties, including the subject historical property, can be obtained through an annual questionnaire sent to property owners.

If sufficient rental data are not available, or such data are unreliable, the appraiser must impute a gross income for the subject restricted historical property. The imputed income should be based on what an informed investor would reasonably expect the property to yield under prudent management, given the provisions under which the property is enforceably restricted.

Allowed expenditures. Section 439.2(a)(3) defines allowed expenditures, or allowed expenses, as expenses necessary for the maintenance of the property's income. Allowed expenses are the same as those permitted in Property Tax Rule 8(c).

Typical expenses include the cost of utilities, maintenance and repair, insurance and property management. Allowed expenses also may include amounts owing for special assessments and special taxes. Expenses related to debt service, general property taxes, and depreciation should not be deducted.

In general, to arrive at the net income to be capitalized, allowed expenses are subtracted from the estimated rental income. However, in order to properly process the income, the appraiser must be aware of the structure of the lease with regard to how expenses are shared between the landlord-owner and the tenant.

The proper perspective from which to view the processing of income and expenses is that of the landlord-owner. The objective is to estimate the net income to the landlord-owner—this is the amount that should be capitalized—and the correct question to ask is the following: What, if any, allowed expenses must the landlord-owner pay out of the rental income that he or she receives?

In a gross lease, almost all of the allowed expenses must be paid out of the gross rent and, therefore, must be subtracted from the gross rent to arrive at the net income to be capitalized. In a net lease, relatively few allowed expenses must be paid by the landlord-owner out of the net rent (because the tenant pays most expenses) and only these expenses should be subtracted from the net rent to arrive at the net income to be capitalized. Frequently, there is a hybrid arrangement—some expenses are paid by the landlord-owner and some by the tenant. How expenses are shared often depends upon the property type together with local conventions.

Income to be capitalized, or net operating income. The income to be capitalized, or net operating income, is simply the fair rent, or gross income, described above less the allowed expenditures described above.

Capitalization Rate

The method of developing the capitalization rate to be used when valuing restricted historical property is prescribed by statute; a capitalization rate derived from sales data or the band of investment is not permitted.

Section 439.2 prescribes two types of capitalization rates for restricted historical property: (1) a capitalization rate to be used when valuing restricted historical property that is an owner-occupied single-family residence and (2) a capitalization rate to be used when valuing all other restricted historical property. Both types of capitalization rates include components for interest (i.e., yield), risk, property taxes, and amortization of improvements; in fact, the two rates are identical except for the amount of the risk component. The capitalization rate contains the following components:

- An interest component annually determined by the State Board of Equalization and based on the effective rate on conventional mortgages as determined by the Federal Housing Finance Board. The interest component is announced annually, in a Letter To Assessors, by October 1 of the preceding assessment year.

- A historical property risk component determined by property type. For owner-occupied single-family residences, the rate is 4 percent; for all other types of restricted historical property, the rate is 2 percent.

- An amortization component for improvements defined as a percentage equal to the reciprocal of the remaining life of the improvements (e.g., if the remaining economic life of the improvements were 20 years, the amortization component would be 5 percent). Since the amortization component applies only to improvements, not to land, which is a non-depreciating asset, it is necessary to adjust the amortization component described in the statute. We recommend the following method of adjustment:

    1. Based upon market data, estimate the percentage of total property value attributable to improvements.

    2. Multiply this percentage by the amortization component described in the statute (i.e., by the reciprocal of the remaining life of the improvements). For example, if the remaining life of the improvements was 20 years, yielding a reciprocal percentage of 5 percent, and if 70 percent of the total property value was attributable to the improvements, the adjusted amortization factor would be 3.5 percent (0.05 x 0.70 = 0.035).

    3. Add the adjusted amortization component to the other capitalization rate components to arrive at the total capitalization rate.

- A property taxes component equal to the percentage of the estimated total tax rate applicable to the property for the assessment year multiplied by the assessment ratio. Typically, the property tax component includes the basic tax rate of 1 percent plus an additional ad valorem rate related to any bonded indebtedness pertaining to the tax rate area in which the property is located. Special district assessments and special taxes are not included in the property tax component. As noted above, they should be treated as allowed expenses.

Capitalization Technique

The capitalization technique to be used when valuing a restricted historical property is prescribed by statute and is formulaic. Section 439.2(e) provides that the restricted value shall be the income to be capitalized, or net operating income, developed as prescribed by statute, divided by one of the two types of capitalization rates prescribed by statute. In other words, the restricted value is the simple quotient of the prescribed income to be capitalized and the prescribed capitalization rate.

Determination of Taxable Value on Each Lien Date

Section 439.2(d) provides that a historical property's restricted value may not be enrolled if it exceeds either (1) the value of the subject property as determined under section 110 (i.e., current market value) or (2) the value of the subject property as determined under section 110.1 (i.e., factored base year value). In other words, section 439.2 states that the taxable value of a restricted historical property on each lien date shall be the lowest of its restricted value, current market value, or factored base year value. The factored base year value for an enforceably restricted historical property is the value that was established for the 1975 lien date[2] or as of the date of the most recent change in ownership, whichever is later, adjusted by the annual inflation factor.

Article XIII A (Prop 13) Considerations

This section discusses how three important elements relating to implementation of article XIII A—change in ownership, new construction, and supplemental assessment—relate to the assessment of restricted historical property. Also discussed is the case in which only a portion of a property is subject to the historical property agreement—that is, the case in which a single property unit contains both restricted and unrestricted portions.

Change in Ownership

When a property subject to a historical property contract undergoes a change in ownership, a new base year value should be established for the property as of the date of change in ownership, as provided in section 110.1. Typically, a restricted historical property's base year value will be greater than its restricted value determined under section 439.2 and hence will not be enrolled as the property's taxable value. However, the establishment of a new base year value enables the assessor to perform the three-way value comparison prescribed by section 439.2(d) and described above. The establishment of a base year value is also necessary in order to calculate the assessed values of historical property should the historical property agreement enter nonrenewal status.

New Construction

Section IV of National Register Bulletin #15 defines a "building" as follows:

> A building, such as a house, barn, church, hotel, or similar construction, is created principally to shelter any form of human activity. "Building" may also be used to refer to a historically and functionally related unit, such as a courthouse and jail or a house and barn.

Section IV further specifies that "[b]uildings eligible for the National Register must include all of their basic structural elements. Parts of buildings, such as interiors, facades, or wings, are not eligible independent of the rest of the existing building. The whole building must be considered,

[2] Sections 110.1(d) and 405.5 do not apply to historical properties under contract as of lien date 1975 because the constitutional amendment which placed the valuation of historical property under article XIII rather than article XIII A had not yet been passed and, thus, was not in effect for the 1975 lien date.

and its significant features must be identified." Thus, eligibility for the National Register is determined by the extent to which the basic structural elements of an existing building are intact. In general, a newly constructed building would not be eligible because it is not an existing building with basic structural elements.[3]

Also, a newly constructed building is not a historic resource, and, thus, is not a qualified historical property within the meaning of Government Code section 50280.1. For example, a newly constructed detached garage (assuming it is not a reconstruction of a historical garage) clearly would not be eligible because it has no significance in American history or architecture, nor does it meet any of the other requisite criteria.

Bulletin 15, however, does list one type of newly constructed property that may be eligible for inclusion under the Mills Act. A reconstructed historic building is eligible for the National Register if the reconstruction is "accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived."

The historical property contract typically specifies the scope and type of any work to be performed on the historical improvements. Improvements existing as of the date of the contract would be subject to the provisions of section 439.2 unless specifically excluded by the contract. Any new construction made to the historical structure after the issuing date of the contract would not be subject to the provisions of section 439.2 unless specifically included in the contract or an amendment to the contract. Any questions regarding new construction to enforceably restricted historical structures should be directed to the counsel of the legislative body of the city, county, or city and county that contracted with the property owner.

Assuming that the newly constructed property is subject to the historical property contract, a base year value should be established for the newly constructed portion and this value added to the factored base year value of the existing restricted property.

In some cases, an existing historical property may include a portion that is restricted (i.e., subject to a historical property contract) and a portion that is unrestricted. In this case, separate factored base year values should be maintained for the restricted and unrestricted portions and the base year value of any newly constructed property added to the appropriate portion. The assessment treatment of this type of property is discussed further below.

Supplemental Assessment

Although the assessor is required to establish a new base year value upon a change in ownership or completed new construction involving restricted historical property, such property is not subject to supplemental assessment. As provided in Revenue and Taxation Code section 75.14:

> **Supplemental assessment; limitation**. A supplemental assessment pursuant to this chapter shall not be made for any property not subject to the assessment

[3] National Register Bulletin 15, "How to Apply the National Register Criteria for Evaluation," U.S. Department of the Interior, National Park Service (www.cr.nps.gov/nr/publications/).

> limitations of Article XIII A of the California Constitution. All property subject to the assessment limitations of Article XIII A of the California Constitution shall be subject to the provisions of this chapter, except as otherwise provided in this article.

As discussed above, the assessment of enforceably restricted historical property is subject to the provisions of article XIII, section 8 of the California Constitution, not article XIII A. Thus, section 75.14 precludes the assessor from enrolling supplemental assessments for enforceably restricted historical property.

Historical property not yet under contract that undergoes a change in ownership or new construction is subject to supplemental assessment, even if the property owner later executes a historical property contract in the same fiscal year. Also, any new construction involving a historical property that does not come under the existing historical property contract (e.g., a detached garage added to a restricted historical property) would be subject to supplemental assessment.

When a Property Contains Both Restricted and Unrestricted Portions

When only a portion of a property that would normally be considered a single appraisal unit is restricted by a historical property contract, the assessed value should be determined by making a comparison of three values, determined as follows. First, the portion under contract should be valued using the capitalization method prescribed by section 439.2. Added to this figure should be the lower of the unrestricted portion's fair market value or factored base year value. The resulting sum should be compared to both the fair market value and the factored base year value of the entire property (i.e., both restricted and unrestricted portions) and the lowest of the three figures should be enrolled.

Valuing Property Under Notice of Nonrenewal

As provided in Government Code section 50282, either the owner of a restricted historical property or the local government entity may serve notice that it does not intend to renew the historical property contract. If such notice is not given, another year is automatically added to the term of the initial contract, thus creating a "rolling" contract term that is always equal to the initial contract term.

Section 439.3 prescribes the valuation method for a restricted historical property in nonrenewal status; this valuation method applies until the end of the restricted period (i.e., until the existing contract expires). In essence, the method results in a restricted value that gradually approaches the historical property's factored base year value as the remaining term under the contract decreases. For a property in nonrenewal status, the assessor must annually value the property as follows:

1. Determine the full cash value (i.e., factored base year value) of the property in accordance with section 110.1. (Alternatively, if the property will not be subject to section 110.1 when the historical property agreement expires, determine its fair market value in accordance with

section 110, as if the property were free of the agreement's restrictions; or, if the property will be subject to another type of restricted value standard when the historical property agreement expires, determine the property's value as if it were subject to the new restrictions.)

2. Determine the restricted value of the property by the capitalization of income method provided in section 439.2.

3. Subtract the restricted value determined in Step 2 from the factored base year (or other) value determined in Step 1.

4. Using the amount for the interest rate component (section 439.2(b)(1)) announced by the Board, discount the amount obtained in Step 3 for the number of years remaining until the termination of the contract.

5. Determine the restricted value of the property in nonrenewal status by adding the value determined in Step 2 to the amount obtained in Step 4.

The historical property's restricted value in nonrenewal status—that is, the value determined above, in accordance with section 439.3—should be compared with the historical property's factor base year and current market values, and the lowest of these three values should be enrolled as the property's taxable value.

Cancellation of Contract

The government entity party to a historical property contract may cancel the contract, after notice and a public hearing, if it determines that either the owner has breached the agreement or the property has deteriorated to the extent that it no longer meets the standards of a historical property. If the contract is cancelled, the property owner must pay a cancellation fee equal to 12½ percent of the property's current fair market value as though free of the contractual restriction, such value to be determined by the county assessor. After a contract is cancelled, the lower of the property's factored base year value or current market value should be enrolled for the ensuing lien date.

SUMMARY

The key points contained in these guidelines can be summarized as follows:

1. An owner of qualified historical property may enter into a preservation contract with local government. When property is placed under such a contract, the owner agrees to restore the property if necessary, maintain its historic character, and use it in a manner compatible with its historic characteristics. Such property receives the special valuation treatment prescribed under Revenue and Taxation Code sections 439 through 439.4.

2. Enforceably restricted historical property is to be annually valued by the income capitalization method prescribed in section 439.2, which contains specific instructions with

regard to the income to be capitalized, the capitalization rate, and the capitalization technique to be used. The restricted value must be compared to the property's current market value and factored base year value, with the lowest of these three values enrolled as the property's taxable value.

3. When assessing restricted historical property, the appraiser should consider how three important elements of article XIII A—change in ownership, new construction, and supplemental assessment—relate to the assessment. The appraiser should consider how a property should be assessed when only a portion of it is subject to a historical property agreement.

4. Restricted historical property under a notice of nonrenewal should be valued in accordance with section 439.3.

5. The government entity party to a historical property contract may cancel the contract. The cancellation fee is 12½ percent of the property's current fair market value as though free of the contractual restriction, with such value to be determined by the local assessor.

Additional information about Mills Act contracts may be obtained from the state Office of Historic Preservation, either by telephone at 916-653-6624, or from their website (www.ohp.parks.ca.gov).

(Note: Please see the assessment examples following.)

EXAMPLE 1 (OWNER-OCCUPIED SINGLE-FAMILY RESIDENCE)

Subject Restricted Historical Property
Restored, 105-year-old, Victorian single-family residence. Excellent condition. Under Mills Act contract since 1985 and not in nonrenewal status. Owner-occupied.

Determination of Restricted Value (current lien date)

Gross income (Fair rent)		
$1,500 per month x 12 months =		$18,000
Less: Anticipated vacancy and collection loss		
$18,000 x 5%		- 900
Effective gross income		$17,100
Less: Anticipated operating expenses		
Grounds maintenance	$600	
Fire insurance	400	
Management Fee	360	
Water and garbage	240	
Building maintenance	+ 500	- 2,100
Net Operating Income		$15,000

Restricted Capitalization Rate		
Rate Components:		
Interest rate	.080	
Risk (owner-occupied SFR)	.040	
Property tax (ad valorem)	.015	
Amortization (50-year remaining life; improvements constitute 70% of total property market value; 0.02 x 0.70 – 0.014)	+ .014	.149

Restricted Value	
$15,000 ÷ .149	= $100,671

Taxable Value—Three-Way Value Comparison

Restricted value	$100,671
Factored base year value (based on prior change in ownership)	$357,000
Current market value (based on comparable sales)	$450,000

The lowest of the three possible values is the restricted value. Thus, the net taxable value would be $93,671 ($100,671 restricted value less the homeowners' exemption of $7,000).

Note 1: If this property had been a non-owner-occupied SFR, the only difference in the determination of the restricted value would have been the use of a risk rate component of 2% rather than 4% in the capitalization rate.

Note 2: In this and the following examples, the gross income, or fair rent, is presented on a gross rent basis, that is, under the assumption that the landlord-owner pays all operating expenses out of the gross income.

EXAMPLE 2 (OFFICE USE)

Subject Restricted Historical Property
Multi-tenant, restored historical office building in a downtown commercial district. Under Mills Act contract since 1985 and not in nonrenewal status.

Determination of Restricted Value (current lien date)

Gross Income (Fair rent):			
Offices	140,000 sf @ $1.75/sf = $245,000		
	x 12 months		= $2,940,000
Less: Anticipated vacancy and collection loss			
$2,940,000 x 5%			- 147,000
Effective gross income			$2,793,000
Less: Anticipated operating expenses			
Management	$290,000		
Maintenance	95,000		
Insurance	75,000		
Utilities	360,000		
Janitorial	+ 140,000		- 960,000
Net Operating Income			$1,833,000
Restricted Capitalization Rate			
Rate Components:			
Interest component		.08	
Risk		.02	
Property tax (ad valorem)		.011	
Amortization (50-year remaining life; improvements constitute 75% of total property market value 0.02 x 0.75 = 0.015)		+ .015	.126
Restricted Value ($1,833,000 ÷ .126)			= $14,547,619

Taxable Value—Three-Way Value Comparison

Restricted value	$14,547,619
Factored base year value (based on prior change in ownership)	$18,191,077
Current market value (based on comparable sales)	$21,000,000

The lowest of the three possible values is the restricted value. Thus, the taxable value would be $14,547,619

EXAMPLE 3 (MIXED USE—RESIDENTIAL AND OFFICE)

Subject Restricted Historical Property

Two-story, restored historical property in a downtown district. Upper level is residential unit occupied by owner. Lower level contains three office spaces subject to short-term rental agreements. The income stream for the upstairs unit must be calculated separately from the downstairs unit because the risk rate is different for the owner-occupied unit.

Determination of Restricted Value

Separate restricted values for the upper-level residence and the lower-level office space must be determined, because the risk components are different for the two types of use. The total restricted value is sum of these two values.

Upper-Level Unit

Gross income (Fair rent) based upon comparable rent data		
$975 per month x 12 months =		$11,700
Less: Anticipated vacancy and collection loss		
$11,700 x 5%		- 585
Effective gross income		$11,115
Less: Anticipated operating expenses		
Grounds maintenance	$300	
Fire insurance	200	
Management Fee	180	
Water and garbage	120	
Building maintenance	+ 250	- 1,050
Upper-Level Net Operating Income		$10,065
Restricted Capitalization Rate (owner-occupied SFR)		
Rate components:		
Interest rate	.080	
Risk	.040	
Property tax	.010	
Amortization (50-year remaining life; improvements constitute 70% of total property market value; 0.02 x 0.70 = 0.014)	+ .014	.144
Upper-level Restricted Value ($10,065 ÷ .144)		= $69,895

Lower-Level Offices

Gross income (Fair rent)	
1000 sf @ $1.60/sf = $1,600 x 12 months	$19,200
Less: Anticipated vacancy and collection loss	
$19,200 x 5%	- 960
Effective gross income	$18,240

Less: Anticipated operating expenses			
Grounds maintenance	$300		
Fire insurance	200		
Management Fee	180		
Water and garbage	120		
Building maintenance	+ 250		- 1,050
Lower-Level Net Operating Income			$17,190
Restricted Capitalization Rate			
Rate components:			
Interest component		.080	
Risk		.020	
Property tax		.010	
Amortization (50-year remaining life; improvements constitute 70% of total property market value; 0.02 x 0.70 = 0.014)		+ .014	.124
Lower Level Restricted Value ($17,190 ÷ .124)			$138,629
Add: Upper Level Restricted Value			+ $69,895
Total Restricted Value			$208,524

Taxable Value—Three-Way Value Comparison

Restricted Value	$208,524
Factored base year value (based upon prior change in ownership)	$364,140
Current market value (based upon comparable sales data)	$400,000

The lowest of the three possible values is the restricted value. Thus, the net taxable value would be $201,524 ($208,524 less the homeowners' exemption of $7,000).

EXAMPLE 4 (MIXED VALUATION—PART RESTRICTED AND PART UNRESTRICTED)

Description of Subject Property (Comprises Both Restricted and Unrestricted Portions)

The subject property is a 10-acre parcel with a farmhouse and barn situated on 2 acres; the remaining 8 acres are farmland. The farmhouse and barn are used as an owner-occupied single-family residence; this portion of the property is restricted under a Mills Act contract. The remaining 8 acres of farmland are unrestricted.

Value of Restricted Portion (current lien date)

Gross income (Fair rent) for farmhouse and barn		
$2,000 per month x 12 months =		$24,000
Less: Anticipated vacancy and collection loss		
$24,000 x 5%		- 1,200
Effective gross income		$22,800
Less: Anticipated operating expenses		
Grounds maintenance	$600	
Fire insurance	400	
Management Fee	360	
Water and garbage	240	
Building maintenance	+ 500	- 2,100
Net Operating Income		= $20,700

Restricted Capitalization Rate		
Rate components:		
Interest component	.080	
Risk (owner-occupied)	.040	
Property tax (ad valorem)	.010	
Amortization (50-year remaining life; improvements constitute 70% of total property market value 0.02 x 0.70 = 0.014)	+ .014	.144
Restricted Value ($20,700 ÷ .144)		= $143,750

Taxable Value—Three-Way Comparison

Total Property Restricted Value (sum of restricted value above and lower of FBYV or current market value of unrestricted portion)

Restricted Value (portion under contract)	$143,750
FBYV (unrestricted portion)	+ $102,000
Restricted Value (total property)	$245,750

Factored base year values (based upon a prior change in ownership of the entire property, allocated between restricted and unrestricted portions):

Farmhouse, barn, and 2 acres (restricted portion)	$204,000
8 acres (unrestricted portion)	+ $102,000
Total FBYV (total property)	$306,000

Current market values (based upon comparable sales data):

Farmhouse, barn, and 2 acres (restricted portion)	$230,000
8 acres (unrestricted portion)	+ $120,000
Total Current Market Value (total property)	$350,000

The lowest of the three values is the Restricted Value (total property), $245,750. Thus, the net taxable value would be $238,750 ($245,750 less $7,000 homeowners' exemption).

EXAMPLE 5 (PROPERTY IN NONRENEWAL STATUS)

Description of Subject Restricted Historical Property

The same property as in Example 2, except the property owner has served notice of nonrenewal. The Mills Act contract covering the property was originally executed in September 1995, and the owner served notice of nonrenewal in June 2004. Value the property for the 2005 lien date, reflecting its nonrenewal status. Assume that the property's restricted, current market, and factored base year values from Example 2, provided below, also refer to January 1, 2005.

Restricted value	$14,547,619
Current market value	$21,000,000
Factored base year value	$18,191,077

Restricted Value in Nonrenewal Status

Value as if unrestricted (factored base year value)	$18,191,077
Restricted value	- 14,547,619
Difference	$ 3,643,458
Present worth of difference	
PW1 @ 6.00 %, 9 years (interest component for lien date 2005)	x .591898
	= $ 2,156,555
Plus restricted value	+ $14,547,619
Restricted value in nonrenewal status—lien date January 1, 2005	$16,704,174

Taxable Value

Since the restricted value in nonrenewal status, $16,704,174, is less than either the property's current market value or its factored base year value, this is the taxable value.

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

August 2, 2022
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 recommendation from the Historic Resources Board to the City Council that the City Council enter into a Mills Act Historical Property Contract MA 21-239 (Carmel Beach Hotel & Spa) with Esperanza Carmel Commercial, LLC for the historic 'Colonial Terrace Inn' now known as Carmel Beach Hotel & Spa located at the northeast corner of San Antonio Avenue and 13th Avenue (APN 010-286-015)

RECOMMENDATION:

Accept the recommendation of the Historic Resources Board, and Approve the Mills Act Historical Property Contract MA 21-239 (Carmel Beach Hotel & Spa) for the historic 'Colonial Terrace Inn' now known as the Carmel Beach Hotel & Spa located at the northeast corner of San Antonio Avenue and 13th Avenue (APN 010-286-015) and authorize the City Administrator to execute the contract.

BACKGROUND/SUMMARY:

The project site is located at the northeast corner of San Antonio Avenue and 13th Avenue in the Single-Family Residential (R-1) District. The existing hotel is currently undergoing renovation and rebranding including changing the name from Colonial Terrace Inn to Carmel Beach Hotel & Spa. The hotel consists of six one- and two-story wood-framed single-family residences constructed between 1930 and 1949 and converted into guest rooms to provide visitor accommodations.

The property was placed on the local register on September 15, 2003, and the local inventory on May 25, 2005.

On July 2, 2021, David Fink, on behalf of Esperanza Carmel Commercial, LLC, applied for a Mills Act Historical Property Contract. The Mills Act is an incentive program available to owners of historical resources listed on the Carmel Inventory and the local Register of Historic Resources.

On April 18, 2022, the Historic Resources Board adopted Resolution 2022-003-HRB (Attachment 5), recommending that the City Council enter into a Mills Act Contract with Esperanza Carmel Commercial, LLC for the historic 'Colonial Terrace Inn' property.

Contract Value

The Monterey County Assessor's Office is responsible for determining the value of a property under Mills Act Contract in accordance with sections 439 through 439.4 of the Revenue and Taxation Code. Properties with a Mills Act Contract are not valued based on sales data; rather they are valued by a prescribed income capitalization method (Attachment 7). After a Contract is approved, it is forwarded to the Monterey County Assessor who then determines the Mills Act value.

At previous Mills Act hearings, members of Council requested that staff obtain a preliminary calculation of Mills Act Contract values for the purposes of understanding the potential local tax revenue offset. The Assessor's Office typically does not provide preliminary amounts, but in this case agreed to provide an estimate if staff could provide recent income information for the business. Staff spoke to the business operator and made this request, but was not able to obtain the information (The County will also request this information when attempting to calculate the revised valuation if a Mills Act Contract is granted). As a result, the Assessor's Office could not provide a preliminary amount, and therefore staff cannot provide the actual or estimated value of property tax reduction for Council's consideration.

STAFF ANALYSIS

A Mills Act contract under State law is an agreement between the City of Carmel and a property owner of a historic building listed on the Carmel Register. In exchange for reduced property taxes, the property owner is contractually obligated to perform annual maintenance on the building. The property owner benefits from a reduction in property taxes. The City benefits from assurance, via contract, that the historic building is rehabilitated, maintained, and preserved with a portion of those property taxes that the city is giving up.

The primary purpose for offering Mills Act contracts in the City of Carmel-by-the-Sea is to assist in and ensure the rehabilitation or restoration and long-term maintenance of historic resources.

All properties listed on the City's Historic Register in all districts that have and be, preserved in their historical size, form, and design without significant alterations are eligible for Mills Act contracts.

All Mills Act contracts have a term of 10 years, and one year is added to this term annually upon each anniversary date of the contract unless one or both parties (City and property owner) have taken action to terminate the contract. The City Administrator is authorized to initiate contract termination on behalf of the City based on recommendations of the Planning Department. The contract rights and obligations are binding upon all successive owners of the property during the life of the contract. The property retains the lower Mills Act tax rate when sold. To end a contract, either party may submit a notice of non-renewal to the other party. Such notices shall cause the contract to terminate at the end of the then-current 10-year contract period. Cancellation of a contract by the City due to non-compliance requires a public hearing and, if canceled, results in the immediate termination of the contract and a penalty equal to 12.5 percent of the assessed market value of the property.

The contract requires that the historical elements of the property are maintained in good condition. This includes a plan for rehabilitation and maintenance and may include a program to restore deteriorated features. All recipients of Mills Act contracts are required to implement a rehabilitation/restoration and maintenance plan prepared by a qualified professional. An annual report is submitted to the Planning Department specifying all work that has been done to maintain and preserve the historic resource over the year in compliance with the approved rehabilitation/restoration and maintenance plan. All rehabilitation/restoration and maintenance work must be completed in conformance with the Secretary of Interior's Standards for Rehabilitation. All Mills Act contracts must specify that the rehabilitation/restoration

and maintenance plan shall be updated at least every ten years by a qualified professional and approved by both parties.

The Historic Resources Board considers each application for a Mills Act contract and provides a recommendation to the City Council to approve, approve with conditions, or deny the application.

The City Council considers the recommendations from the Historic Resources Board at a public hearing and resolves to approve, approve with conditions, or deny the proposed contract with sufficient time for action by the City Clerk so that recordation of approved contracts occurs before December 31st of the year in which the application is received.

To approve a Mills Act contract, the Historic Resources Board and the City Council must both make all of the following findings:

i. The building is designated as an historic resource by the City and is listed on the Carmel Register.

Staff Response: A DPR 523A form was prepared by Kent L. Seavey on August 28, 2002 (Attachment 3), evaluating the Colonial Terrace Inn for historical significance and finding the property meets the criteria for listing as a local historic resource. The City added the property to the Carmel Inventory of Historic Resources, and a Resolution was recorded with Monterey County on January 4, 2007 (Instrument No. 2007001154). The application meets this finding.

ii. The proposed rehabilitation/restoration and maintenance plan is appropriate in scope and sufficient in detail to guide long-term rehabilitation/restoration and maintenance. Required maintenance and rehabilitation should be more significant than just routine maintenance that would be expected for any property.

Staff Response: The proposed rehabilitation/restoration and maintenance plan (Attachments 3 and 4) includes improvements that will protect the integrity of the resource including replacing interior piping throughout the hotel property; replacing the HVAC system; replacing electrical writing; replacing existing fireplaces with new energy-efficient appliances; installing fire sprinkler and fire alarm systems; maintaining the exterior paint; annual inspection of fireplaces; replacing all windows and doors; insulation and caulking repairs; improving existing walkways to meet Americans with Disabilities Act (ADA) requirements; and, other repairs and maintenance activities as set forth in the Plan. In total, the applicant estimates spending over $3.5 million in rehabilitation and maintenance activities over the next 10 years.
All exterior modifications are subject to Design Review approval and a determination of consistency with the Secretary of the Interiors Standards. On August 16, 2021, the Historic Resources Board reviewed the exterior modifications included in the rehabilitation plan and adopted a Determination of Consistency with the Secretary of the Interior's Standards for the Treatment of Historic Properties (Attachment 7). On September 8, 2021, the Planning Commission approved the Design Review application and the rehabilitation work is now under construction (Attachment 6). The proposed Plan meets this finding.

iii. Alterations to the historic resource have been in the past, and will continue to be in the future, limited to interior work and to exterior rehabilitation and alterations that:

(A) Comply with the Secretary's Standards (future additions only); and

(B) Do not significantly alter, damage or diminish any primary elevation or character-defining feature; and

(C) Do not increase floor area on the property by more than 15 percent beyond the amount established in the documented original or historic design of the resource; and

(D) Do not result in any second-story addition to a single-story historic resource.

Staff Response: As noted above, the proposed exterior alterations were reviewed and found to be in compliance with the Secretary's Standards. The alterations include preserving character-defining features including the exterior wall cladding, roof forms, window styles and openings, and informal gardens. The floor area will not increase by more than 15 percent beyond the amount documented in the DPR 523A form. Existing storage areas that were formerly garage spaces, will be repurposed for hotel amenities. A small hallway (or "hyphen") between Buildings F and G will be constructed to connect the amenity spaces and can be removed in the future without detriment to the historic fabric of the hotel. The application meets this finding.

iv. The Mills Act contract will aid in offsetting the costs of rehabilitating and maintaining the historic resource.

Staff Response: As described in the rehabilitation/restoration and maintenance plan, the applicant estimates spending over $3.5 million in rehabilitation work over the next 10 years. The property tax savings would aid in offsetting the cost of rehabilitating the hotel. The application meets this finding.

v. Approval of the Mills Act contract will represent an equitable balance of public and private interests and will not result in a substantial adverse financial impact on the City.

Staff Response: Approval of the Mills Act Contract would be consistent with Goal 1-5 and Objective 1-16 of the Land Use & Community Character Element of the General Plan, which encourages providing incentives for property owners to preserve and rehabilitate historic resources. Although the adoption of a Mills Act Contract would decrease property tax revenue to the City, the financial impact would be minimal because:

1. The City Council adopted Resolution 2016-068 on September 13, 2016, limiting the number of Mills Act Contracts that can be approved to fifteen (15) in any three calendar year period. Only one Mills Act Contract has been approved in the last three years and that approval was granted in November 2019.
2. Carmel currently has 283 historic resources, and since the adoption of the Mills Act program in 2004, the City has entered into a total of ten Mills Act Contracts.
3. The City would continue to receive a portion of the property tax revenue, and the investment in rehabilitation and maintenance supports local tourism, which benefits both private and public interests.
4. The value of preserving the historic hotel offsets the loss of property tax revenue.

FISCAL IMPACT:

The City will have a diminished tax base from the property at the northeast corner of San Antonio Avenue and 13th Avenue for the term of the contract. The amount is unknown at this point.

PRIOR CITY COUNCIL ACTION:

On March 3, 2020, the City Council adopted standard contract language for Mills Act Contracts.

ATTACHMENTS:

Attachment 1) Draft Standard Mills Act Contract
Attachment 2) Exhibit A - Legal Description
Attachment 3) Exhibit B - DPR 523A Block Y; Lots 7, 9, 12, 14, & 16
Attachment 4) Exhibit C - Maintenance Plan
Attachment 5) Resolution 2022-003-HRB
Attachment 6) Photographs of Exterior
Attachment 7) Guidelines for the Assessment of Enforceably Restricted Historical Property

RECORDING REQUESTED BY
CITY OF CARMEL-BY-THE-SEA

AND WHEN RECORDED MAIL TO

Carmel City Hall
Attn: Community Planning & Building
P.O. Box CC
Carmel-By-The-Sea, CA 93921

This space reserved for the Recorder's use only

CITY OF CARMEL-BY-THE-SEA
MILLS ACT HISTORIC PROPERTY PRESERVATION CONTRACT

THIS AGREEMENT is made and entered by and between the CITY OF CARMEL-BY-THE-SEA a municipal corporation (hereinafter referred to as "City"), and ESPERANZA CARMEL COMMERCIAL, LLC (hereinafter referred to as "Owner").

RECITALS

(i) California Government Code Section 50280, et seq. (known as the Mills Act) authorizes cities to enter into contracts with the owners of qualified historic properties to provide for their appropriate use, maintenance, and restoration such that these historic properties retain their historic characteristics;

(ii) The Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at San Antonio Avenue northeast of 13th Avenue (APN: 010-286-015), Carmel-By-The-Sea, California, (hereinafter referred to as the "Historic Property"). A legal description of the Historic Property is attached hereto, marked as **"Exhibit A"** and is incorporated herein by reference;

(iii) The property is identified as a historic resource on the City of Carmel-By-The-Sea's Historic Inventory and Register of Historic Resources and is further described in the DPR 523A Form attached hereto, marked as **"Exhibit B"** and is incorporated herein by reference;

(iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, as it exists at the date of this contract and as described in the City's Register of Historic Resources and the National Register of Historic Places, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

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NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

1. INCORPORATION OF RECITALS. All recitals are incorporated into this Agreement.

2. EFFECTIVE DATE AND TERM. This Agreement shall be effective and commence on the date the Agreement is signed by the City unless otherwise indicated by the County of Monterey and shall remain in effect for a minimum term of ten (10) years thereafter.

3. AUTOMATIC RENEWAL. Each year, upon the anniversary of the effective date of this Agreement (hereinafter referred to as "annual renewal date"), one (1) year shall be added automatically to the term of this Agreement, unless timely notice of non-renewal is given as provided in paragraph 4 of this Agreement. The total length of the contract shall not exceed twenty (20) years.

4. NOTICE OF NONRENEWAL. If City or Owner desires in any year not to renew this Agreement, that party shall serve written notice of nonrenewal in advance of the annual renewal date of this Agreement as follows: Owner must serve written notice of non-renewal at least ninety (90) days prior to the annual renewal date; City must serve written notice of the non-renewal at least sixty (60) days prior to the annual renewal date. If notice is not received, the Agreement shall automatically be renewed for another year. Upon receipt by Owner of a notice of non-renewal from the City, Owner may make a written protest. At any time prior to the annual renewal date, City may withdraw its notice of nonrenewal.

5. EFFECT OF NOTICE OF NON-RENEWAL. If either City or Owner serves timely notice of nonrenewal in any year, and this contract is not renewed, this Agreement shall remain in effect shall remain in effect for the balance of the period remaining since the original execution or the last annual renewal date.

6. FEES. The City may require that the Owner(s) of the Historic Property pay a fee that shall not exceed the reasonable cost of providing services, such as inspections, pursuant to Government Code Section 50281.1 (Article 12 of Chapter 1 of Part 1 of Division 1 of Title 5 of the Government Code), for which the fee is charged.

7. VALUATION OF PROPERTY. During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

8. PRESERVATION OF PROPERTY. Owner shall preserve and maintain the characteristics of historical significance of the Historic Property and agrees to complete rehabilitation and/or maintenance activities as defined in the Rehabilitation/Restoration and

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Maintenance Plan attached as **"Exhibit C"**. Requests for revisions to the Maintenance and Rehabilitation plan shall be reviewed by the Historic Resources Board prior to implementation. In addition, Owner shall comply with the terms of the City's Historic Preservation Ordinance (CMC 17.32). Owners shall not be permitted to further impede any view corridor with any new structure, including but not limited to walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.

9. **RESTORATION OF PROPERTY.** Owner shall, where necessary, restore and rehabilitate the Historic Property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, U. S. Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and the City of Carmel-by-the-Sea, all as amended.

10. **INSPECTIONS.** Owner shall allow periodic examinations, at least every five (5) years, with reasonable notice thereof, of the interior and exterior of the Historic Property by representatives of the County of Monterey Assessor and the City of Carmel-By-The-Sea as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. The City will coordinate inspections by such other agencies that have jurisdiction and will keep them to the minimum necessary to determine such compliance.

11. **PROVISION OF INFORMATION.** Owner shall furnish City with any and all information required by City, in order to determine the eligibility of the Historic Property, and that City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.

12. **ANNUAL REPORT.** Owner shall submit an annual report at least 90 days prior to each annual renewal date (October 1st) to the Department of Planning and Building specifying all work that has been done to maintain and preserve the historic resource over the preceding year in compliance with the approved maintenance plan.

13. **CANCELLATION.** The City has the right to cancel the contract if the owner allows the property to deteriorate to the point that it no longer meets the standards for a qualified historical property. The City also has the right to cancel this contract if the owner(s) breaches the provisions of paragraph's # 8, 9, 10, or 12 of this Agreement after the City has provided reasonable notice of any failure to comply with the agreement and a public hearing. Notice of the hearing shall be mailed to the last known address of each owner of the property, with the notice conforming to the provisions of Government Code section 6061., If after notice and a hearing, the contract is canceled, termination of the Agreement is immediate, and the owner shall pay a cancellation fee equal to 12.5 percent of the current fair market value of the property, as determined by the Monterey County Assessor as though the property were free of the contractual restriction. The cancellation fee shall be paid to the Assessor, at the time and in the manner that the Assessor shall prescribe. City's right to cancel this Agreement pursuant to this paragraph

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shall in no way limit or restrict its rights or legal remedies arising from City's Historic Preservation Ordinance and Municipal Code.

14. ENFORCEMENT OF AGREEMENT. In lieu of and/or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement.

15. WAIVER. City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All remedies at law or in equity, which are not otherwise provided for this Agreement or in City's regulations governing historic properties are available to City to pursue in the event there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

16. BINDING EFFECT OF AGREEMENT. Owner hereby subjects the Historic Property to the covenants, reservations, and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. A successor in interest shall have the same rights and obligations under this Agreement as the original owner who executed the Agreement.
Each and every contract, deed, or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

17. NOTICE. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: Carmel-By-The-Sea
Community Planning & Building Department
Attn: Community Planning & Building Director
P.O. Box CC
Carmel-By-The-Sea, CA 93921

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Owner: Esperanza Carmel Commercial, LLC
PO Box 134
Carmel, CA 93921

Notice to successors in interest to either party shall be sent to the appropriate address. In the case of future Owner(s) of the Historic Property, notice shall be sent to the address on file with the county property tax office in power at the time.

18. RECORDATION. No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Monterey. From and after the time of the recordation, this Agreement shall impart a notice thereof to all persons as is afforded under state law.

19. STATE LAW. The Owner or agent of Owner shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of the date of this Agreement.

20. GOVERNING LAW; VENUE. This Agreement shall be constructed and governed in accordance with the laws of the State of California. Should either party to this agreement bring legal action against the other, the case shall be handled in Monterey County, California and the party prevailing in such action shall be entitled to a reasonable attorney fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment together with all costs.

21. AMENDMENTS. This agreement may be amended in whole or in part, only by a written-recorded instrument executed by the parties hereto.

22. DESTRUCTION OF PROPERTY; EMINENT DOMAIN; CANCELLATION. If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be replaced, this Agreement shall be canceled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be canceled. No cancellation fee pursuant to Government Code Section 50286 shall be imposed if the Agreement is canceled pursuant to this paragraph. Such Agreement shall be null and void for all purposes of determining the value of the property so acquired.

23. INDEMNIFICATION. Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any

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federal, state or local government agency, arising out of or incident to the direct or indirect use, operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner's activities in connection with the Historic Property; and (iii) any restriction on the use of development of the Historic Property, from application or enforcement of the City's Municipal Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of the City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

24. **SEVERABILITY.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

IN WITNESS THEREOF, the City and Owners have executed this Agreement on the day and year written above.

CITY OF CARMEL-BY-THE-SEA:

By: _____ Date: _____

Name: Richard L. Rerig ("Chip")
Title: City Administrator

PROPERTY OWNER(S):

By: _____ Date: _____

Name: Patrice Pastor
Esperanza Carmel Commercial, LLC
Title: Property Owner

DRAFT

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
DPR 523A FORM for 'Colonial Terrace Inn'

EXHIBIT C
REHABILITATION/RESTORATION AND MAINTENANCE PLAN

DRAFT

Attachment 2

LEGAL DESCRIPTION

Real property in the City of Carmel, County of Monterey, State of California, described as follows:

PARCEL 1 :

LOTS 7, 9, 10, 12, 14 AND 16, AND THE NORTHERLY 30 FEET OF LOT 11, AND THE SOUTHERLY 23.50 FEET OF LOT 8, IN BLOCK "Y", AS SAID LOTS AND BLOCK ARE SHOWN ON THE MAP ENTITLED, "MAP OF ADDITION NUMBER ONE TO CARMEL-BY-THE-SEA, MONTEREY COUNTY, CALIFORNIA", FILED FOR RECORD NOVEMBER 6, 1905, IN VOLUME 1 OF MAPS, "CITIES AND TOWNS", AT PAGE 45 1/2, MONTEREY COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION OF LOT 8 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN LOT 8, IN BLOCK "Y", SAID POINT BEGINNING BEING SOUTH, 16.50 FEET, AND WEST, 34.00 FEET, FROM THE NORTHEASTERLY CORNER OF SAID LOT 8; THENCE RUNNING PARALLEL WITH AND 34.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID LOT 8,

(1) SOUTH 6.10 FEET; THENCE
(2) WEST 22.10 FEET; THENCE
(3) NORTH 6.10 FEET; THENCE RUNNING PARALLEL WITH AND 16.50 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID LOT 8
(4) EAST 22.10 FEET, TO THE POINT OF BEGINNING AND BEING A PORTION OF SAID LOT 8, BLOCK "Y", ADDITION NUMBER ONE TO CARMEL-BY-THE-SEA.

PARCEL 1(A):

AN EASEMENT FOR THE PURPOSE OF PLANTING FLOWERS, SHRUBS AND LAWN ON A STRIP OF LAND 18 INCHES IN WIDTH, LYING CONTIGUOUS WITH THE EASTERN, SOUTHERN AND WESTERN BOUNDARY LINES OF THE TRACT OF LAND 6.10 FEET BY 22.10 FEET DESCRIBED IMMEDIATELY ABOVE, AS RESERVED IN THE DEED RECORDED JULY 19, 1956, IN BOOK 1723, AT PAGE 96, OFFICIAL RECORDS OF MONTEREY COUNTY.

PARCEL 2:

BEGINNING AT A POINT ON THE LINE BETWEEN LOTS 7 AND 8 IN BLOCK "Y", AS SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF ADDITION NUMBER ONE TO CARMEL-BY-THE-SEA", FILED ON OCTOBER 30, 1906, IN VOLUME 1 OF MAPS "CITIES AND TOWNS", AT PAGE 45 1/2, SAID POINT BEGINNING BEING MORE PARTICULARLY DESCRIBED AS; SOUTH 13.50 FEET ALONG SAID LINE BETWEEN SAID LOTS FROM THE NORTHEASTERLY CORNER OF SAID LOT 8; THENCE FOLLOWING SAID LINE BETWEEN SAID LOTS,

(1) SOUTH 3.00 FEET; THENCE LEAVING SAID LINE
(2) WEST 21.00 FEET; THENCE
(3) NORTH 3.00 FEET; THENCE RUNNING PARALLEL WITH AND 13.50 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID LOT 8,
(4) EAST 21.00 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF SAID LOT 8, IN BLOCK "Y", ADDITION NUMBER ONE TO CARMEL-BY-THE-SEA.

PARCEL 3:

LOTS 18 AND 20 IN BLOCK "Y", AS SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF ADDITION NUMBER ONE TO CARMEL-BY-THE-SEA", FILED ON OCTOBER 30, 1906, IN VOLUME 1 OF MAPS "CITIES AND TOWNS", AT PAGE 45 1/2, MONTEREY COUNTY RECORDS.

Attachment 2

EXCEPTING THEREFROM THE EAST 50 FEET THEREOF.

APN: 010-286-015-000

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code 5S1

Attachment 3

Other Listings
Review Code Reviewer Date

Page of Resource Name or #: (Assigned by recorder) *Colonial Terrace Inn*

P1. Other Identifier:

P2. Location: ☐ Not for Publication ☐ Unrestricted a. County *Monterey*

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

b. USGS 7.5' Quad Date T ; R ; 1/4 of 1/4 of Sec ; B.M.

c. Address: City *Carmel by-the-Sea* Zip *93921*

d. UTM: (Give more than one for large and/linear resources) ; mE/ mN

e. Other Locational Data (Enter Parcel #, legal description, directions to resource, elevation, etc., as appropriate)

W/side of Carmelo, E/side San Antonio btwn 12th & 13th, (Blk Y, Lots 7, 9, 10, 12, 14, 16)

Parcel No. *010-286-015*

P3. Description (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

A group of six, one, and two-story wood-framed hotel guest units constructed between 1930 and 1949. Most are irregular in plan, and all rest on concrete foundations. The exterior wall cladding on most of the units is a medium-width horizontal wood drop siding. Bldg. C is clad in a smooth cement stucco, as is the raised garage of Bldg. A. Buildings D, E & F have either raised foundations or garages clad w/Carmel stone. The west end of Bldg. D is clad w/ highly ornamental wood shingle. Most roof forms are medium-pitched side-gable, w/one hipped end on the east side of Bldg. E. All are covered in a composition shingle. Interior brick chimneys are found in Bldgs. D, E & F. Fenestration is generally 6/1 double-hung wood sash. There are several large, multi-paned fixed focal windows throughout the complex, as well as three angled bays w/ multiple lights in various configurations. The complex steps down from Carmelo to San Antonio, through a series of grassed and brick paved terraces, connected by various open brick staircases and ramps. The tree cover includes mature cypress, pine, and a row of palms along the Carmelo frontage. The grounds are well planted with low hedges, shrubbery and flower beds.

P3b. Resource Attributes: (List attributes and codes)

4. Resources Present ☐ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects)

P5b. Description of Photo: (View, date, accession #)
(View toward). Photo No: 865-, .

P6. Date Constructed/Age and Sources:
☐ Prehistoric ☐ Historic ☐ Both

1930-1949 Carmel bldg. records

P7. Owner and Address
Colonial Terrace Inn Ltd.
13440 Ventura Blvd
Sherman Oaks, CA 91423

P8. Recorded by: (Name, affiliation, and address)
Kent L. Seavey, Preservation Consultant, 310 Lighthouse Ave., Pacific Grove, CA 93950

P9. Date Recorded: *8/28/2002*

P10. Survey Type: (Describe)
Carmel Historic Resource Inventory - 2001

11. Report Citation: (Cite survey report and other sources, or enter "none")
Carmel by-the-Sea Survey 1989-1996

Attachments ☐ NONE ☐ Continuation Sheet ☐ District Record ☐ Rock Art Record ☐ Other: (List)
☐ Location Map ☐ Building, Structure, and Object Record ☐ Linear Feature Record ☐ Artifact Record
☐ Sketch Map ☐ Archaeological Record ☐ Milling Station Record ☐ Photograph Record

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

BUILDING, STRUCTURE, AND OBJECT RECORD

Attachment 3

HRI # Primary #

Page of

NRHP Status Code 5S1

Resource Name or #: (Assigned by recorder) *Colonial Terrace Inn*

B1. Historic Name: *Colonial Terrace Inn*

B2. Common Name:

B3. Original Use: *hotel/Inn* B4. Present Use: *hotel/Inn*

B5. Architectural Style: *Colonial revival (late)*

B6. Construction History: (Construction date, alterations, and date of alterations)

Bldg A, Lot 7, 1936 (Cbp#78); Bldg. B, Lots 9/11, 1937 (Cbp#204); Bldg C, Lot 10, 1930 (Cbp# 2310); Bldg. D, Lots 10, 12, 1937 (Cbp# 224); Bldg. E, lots 12, 14, 5/38 (Cbp# 386) upper story addition 11/38 (Cbp#449); Bldg F, Lot 16 1949 (Cbps# 1824/1832);

B7. Moved? ☐ No ☐ Yes ☐ Unknown Date : Original Location:

B8. Related Features:

B9a. Architect: b. Builder: *S.J. Miller (1930); Ernest Bixler (1936-1938);*

B10. Significance: Theme: *Architectural & Economic Development* Area: *Carmel by-the-Sea*

Period of Significance: *1903-1940* **Property Type:** *Hotel* **Applicable Criteria:** *CR 1,3*

(Discuss importance in terms of historical or architectural context as defined by theme, period and geographic scope. Also address integrity.)

The Colonial Terrace Inn is significant under California Register criteria 1, in the area of history as an excellent example of the type and style of visitor accomodations developed in Carmel by-the-Sea during the decade of the 1930s. It is also significant under criteria 3, as an unusual employment of a popular traditional eastern building style for a Carmel hostelry. According to available oral tradition, Mrs. Ida (Meyers) Thevrer (Theurer ?) was a cultured & independent figure, in keeping with Carmel's tradition of such creative individuals, who left an active role in San Francisco's Prohibition era, to seek calmer waters in Carmel. Why the choice of a simplified Georgian form for her inn is left to speculation, but over twenty years she was able to develop a considerable complex of cohesively designed and well sited buildings, that continues to operate successfully to the present with little change to their original appearance. Perhaps their only concession to what may be termed a Carmel "look", is the liberal employment of Carmel stone veneers, and the ecclectic former "Monk's Room" restaurant with its decorative exterior wood shingling. According to the McAlester *Field Guide to American Houses,* the economic Depression of the 1930s led to a simplification of of the Colonial Revival style from a more historically correct decorative volcabulary of detailing to the minimal employment of stylized door surrounds, cornices and other detailing that merely suggest their colonial precedents, rather than closely mirror them. Form, massing and the use of traditional building materials give the Inn its colonial flavor. The emergence of the automobile in the 1920s encouraged the development of visitor accomodating facilities in tourist destinations like Carmel. The Colonial Terrace Inn is the closest facility of this type to the waters of Carmel Bay, and perhaps was designed to draw eastern visitors to a familiar building form in an unfamiliar landscape setting. The eclectic juxtaposition of facilities and setting continue to draw clients as one of Carmel's most popular Inns. The Colonial Terrace Inn clearly reflects the findings of, and is consistant with the 1997 Carmel Historic Context Statement under the themes of Architectural & Economic Development .

B11. Additional Resource Attributes: (List attributes and codes) *HP5 - Hotel/Motel*

B12. References:

Carmel bldg. records, Carmel Planning Dept., City Hall, Carmel
Carmel Historic Context Statement 1997
McAlester, Virginia & Lee, *A Field Guide to American Houses,* Alfred A. Knopf:New York, 1984
Sanborn fire insurance map of Carmel, 1930-62

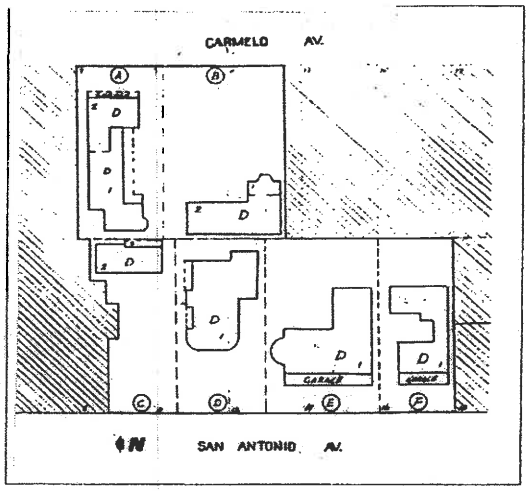
B13. Remarks: *Zoning R-1*

B14. Evaluator: *Kent L. Seavey*

Date of Evaluation: *8/28/2002*

(This space reserved for official comments.)

(Sketch Map with north arrow required.)



State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CONTINUATION SHEET

Primary # _____
HRI # _____
Trinomial _____

 Resource Name or #: (Assigned by recorder) *Colonial Terrace Inn*

Recorded by: *Kent L. Seavey* **Date** *8/28/2002* ☒ Continuation ☐ Update

P3. The chronology of building construction on the Colonial Terrace Inn appears to have begun w/Bldg. C, on Lot 10, in August of 1930. Samuel J. Miller was the contractor. It is a two-story, side-gabled building, rectangular in plan, that was originally capped w/a red Mission tile roof. It has a straight run open wood staircase on the south side-elevation, leading to a covered partial-width balcony along the east facing elevation. The roof overhang along this elevation is supported by vertical wood posts w/a simple balustered rail. From Carmelo it reads as a one story feature, stepping down from Bldg. A. It was constructed for Ida T. Meyers and probably served initially as a residence.

Building A, on Lot 7 was the second unit, in February of 1936. This is the first of the late Colonial Revival Georgian designs by well known Carmel builder, Ernest Bixler. The three unit building forms a shallow U, the open portion facing south. A second floor apartment , above a raised three car garage, faces Carmelo. This upper floor has open porches on the east and west elevations, where the roof overhang is supported supported by rather slended square wood posts, w/small capitals. The Rail on the Carmelo side is a modified wooden spoke type, almost Chinoise in appearance. The rail on the west elevation however, is quite simple, almost matching that of the rail on Bldg. C. An open wood staircase wraps around the SE end of the unit leading up to the west, facing the second floor entry. A lower, intersecting gable-roof steps down to the west from the north end of the two-story unit. The open portion of the U formed by the ground floor has a roof overhang forming an open porch as well. It to is supported by slender wood posts, capped w/simple capitals. The SW gable-end of the U has a lower projecting angled bay, w/steep hipped-roof. Fenestration is a combination of 6/1 double-hung wood sash and large, fixed multi-paned focal windows.

Building B, SW of Bldg. A on Carmelo, was begun about January of 1937. Mrs. Meyers is by now Mrs. Ida M. Thevrer. This two-story design by Bixler is ell-shaped in plan, w/the short axis of the ell to the south, composed of one and two-story elements, including an end-gable angled bay, similar to the one on Bldg. A, but w/slightly different fenestration. Two small wall dormers appear on the east (front) elevation, and a straight run open wood stairway climbs up the inside (north) elevation of the short axis of the ell, to the second floor. An open landing at the second floor is covered by the overhangs of the converging roof systems on the ell, and carried by a slender, chamfered wood post. Fenestration is again a combination of 6/1 double-hung wood sash, w/two large, fixed multi-paned focal ound floor windows, on the east elevation. Most of the6/1 windows in the bldg. have louvered shutters.

uilding D, on Lot 12, was begun about March of 1937 and was probably Mrs. Thevrer's new residence, as well as the managers office. It as an unusual rounded west end, that housed for a time a restaurant called the "Monk's Kitchen". Thevrer had traveled in germany and as particularly taken by the wooden building tradition she had seen in the area of Oberammergau, which she had copied for the restaurant. The base of the restaurant, along the exterior, is faced w/Carmel stone, unfortunatly it has been painted white. Oral tradition suggests she hired a local German builder to do the work, as well as the highly decorative exterior shingling on the curved exterior of the space. The roof form on this feature is a low-pitched hipped type. There is no record in the building files of this feature as an addition. It must be considered original to the 1937 building. The only recorded addition was a bath on the south side elevation, constructed in 1941. This unit also steps down the slope towards San Antonio in one-story increments, employing the same general use of form and materials, except for a brick-faced hyphen between the bedrooms above, and the restaurant below. The hyphen has a recessed entry on the north side leading to the reception office.

Building E, on Lot 14 was constructed by Ernest Bixler after May of 1938 as a row of three off-street parking garages and a storage space, flat-roofed and faced with a Carmel stone veneer. In November of that year a permit was issued for a second-story addition above the garages, set back somewhat to leave space for an open balcony along the garage roof. The addition was ell shaped in plan, and again employs the same building materials and general design as the rest of the complex, except for a hipped roof at the end of the short arm of the ell. The north gable end of the long axis of the ell has a very nice bowed window. There is an angled bay, set under the eave line on the east side of the building towards the NW. The louvered shutters are also present. The upper floor reads as one story from the brick patio it fronts to the east. Glazed, multi-paned wooden French doors open onto the garage balcony along San Antonio.

Building F, on Lot 16 is U shaped in plan, w/the open end of the U facing north. The building, designed and built by contractor Gunnar Swanson in August of 1949, better than ten years after Building E, continues the Colonial Revival Georgian charactcer of the complex. It employs the same Carmel stone veneer on a ground floor two-garage base, but w/a lower upper floor. This one has a band of four wooden French doors opening onto the garage roof balcony. The east arm of the U was added in the same month of the original construction, creating three guest units, w/ their own small brick patio on the inside of the U . This unit employs some paired 6/1 double-hung wood sash, as well as smaller single lights of the same design. For a property that took three contractors and twenty years to complete, it is surprisingly cohesive.

B9b. Gunnar Swanson (1949)

Supplemental Photograph or Drawing

Description of Photo: (View, date, accession #)
Looking SE at the exterior of the "Monk"s Kitchen" , 7/31/02, #82199-19

City of Carmel
Mills Act Rehabilitation and Maintenance Plan

Property Address: Colonial Terrace Inn - 13th & San Antonio
Owner Name: David Fink
Owner Telephone No.: (831) 917-2322
Block Y; Lots 7, 9, 10, 12,14,16; APN 010-286-015-000
Plan Prepared by: Christopher Barlow AIA, LEED AP, NCARB

Colonial Terrace Inn, 13th & San Antonio, Carmel-by-the-Sea CA
Mills Act Rehabilitation and Maintenance Plan

Work Item (Maintenance/Rehabilitation)	Anticipated Year of Completion										Cost Estimate (net per item)
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	
	STRUCTURAL UPGRADES										
(N) Foundation at Building D required for (N) Public Restroom; (N) Foundation at Building F & G required for (N) Breezeway connection (Maintenance)	$48,510										$48,510
	BUILDING SYSTEM UPGRADES										
Replace aged interior piping throughout (Rehabilitation)	$514,362										$514,362
Replace aged (E) HVAC throughout (Rehabilitation)	$440,988										$440,988
Replace aged electrical wiring throughout (Rehabilitation)	$336,489										$336,489
Replace (E) non-energy compliant fireplaces with (N) energy-compliant fireplaces (Rehabilitation)	$133,506										$133,506
(N) Fire Sprinkler System (Rehabilitation)	$139,360										$139,360
(N) Fire Alarm System (Rehabilitation)	$60,398										$60,398
	EXTERIOR AND INTERIOR FEATURES, MATERIALS, AND FINISHES										
Touch up paint at all exterior facades Annually (Maintenance)	$26,800	$26,800	$26,800	$26,800	$26,800	$26,800	$26,800	$26,800	$26,800	$26,800	$268,000
Inspect Chimney/Flues Annually (Maintenance)	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$50,000
Replace (E) Non-historic patio doors with (N) doors to match (E) historic fenestration; (E) historic door trim to remain (Rehabilitation)	$100,000										$100,000
Replace Non-historic aluminum and vinyl infill windows with (N) infill windows to match (E) historic fenestration pattern; (E) historic window trim to remain (Rehabilitation)	$344,596										$344,596
Replace (E) exterior entry doors with (N) exterior doors to match (E) historic panel pattern; (E) historic door trim to remain (Rehabilitation)	$100,000										$100,000
Insulation and caulking repairs and replacement (Maintenance)	$48,760						$25,000				$73,760
(N) Retaining walls to provide ADA Accessible Path of Travel (Rehabilitation)	$46,876										$46,876
(N) Stone Veneer for (N) Retaining walls to match (E) Historic wall finishes (Rehabilitation)	$170,264										$170,264
(N) ADA compliant stair and ramp railings to replace (E) Non-ADA Compliant railings (Rehabilitation)	$47,150										$47,150
Repair of (E) Exterior Lath and Plaster (Maintenance)	$34,006										$34,006
Repair of (E) Roofing (Maintenance)	$99,464										$99,464
Replacement of (E) Flashing and (N) Waterproofing (Maintenance)	$59,829										$59,829
Termite Repair (Maintenance)									$75,000		$75,000
	HARDSCAPE AND LANDSCAPE										
Grading and Paving (Rehabilitation)	$250,757			$45,000							$295,757
(N) Permeable Pavers (Rehabilitation)	$72,644				$35,000						$107,644
ANNUAL TOTAL	$3,079,759	$31,800	$31,800	$76,800	$66,800	$31,800	$56,800	$31,800	$106,800	$31,800	**CUMMULATIVE TOTAL**
RUNNING TOTAL	$3,079,759	$3,111,559	$3,143,359	$3,220,159	$3,286,959	$3,318,759	$3,375,559	$3,407,359	$3,514,159	$3,545,959	**$3,545,959**

Note: Frequency of repairs continues beyond 2032 based on interval proposed.
Note: Dollar amounts will be reviewed at 10 year intervals and adjusted for inflation as appropriate.

Attachment 4

CITY OF CARMEL-BY-THE-SEA
HISTORIC RESOURCES BOARD

HISTORIC RESOURCES BOARD RESOLUTION NO. 2022-003-HRB

A RESOLUTION OF THE HISTORIC RESOURCES BOARD OF THE CITY OF CARMEL-BY-THE-SEA ADDING A HISTORIC RESOURCE TO THE CARMEL REGISTER OF HISTORIC RESOURCES AND RECOMMENDING THAT THE CITY COUNCIL ENTER INTO A MILLS ACT CONTRACT WITH ESPERANZA CARMEL COMMERCIAL, LLC FOR THE PROPERTY LOCATED ON SAN ANTONIO AVENUE, NORTHWEST OF 13TH AVENUE ALSO KNOWN AS CARMEL BEACH HOTEL AND SPA (FORMERLY COLONIAL TERRACE INN)
APN 010-286-015

WHEREAS, David Fink ("Applicant") submitted an application on behalf of Esperanza Carmel Commercial, LLC requesting to add the historic 'Colonial Terrace Inn' to the Carmel Register of Historic Resources and enter into a Mills Act contract (MA 21-239, Carmel Beach Hotel & Spa) described herein as ("Application"); and

WHEREAS, the Application has been submitted for the property located on San Antonio Avenue northeast of 13th Avenue in the Single-Family Residential (R-1) District (Block Y, Lots 7-12, 14, 16, & por. 18, 20); and

WHEREAS, the Applicant is requesting to add the historic 'Colonial Terrace Inn' to the Carmel Register of Historic Resources; and

WHEREAS, in accordance with Carmel Municipal Code (CMC) Section 17.32.090 (Carmel Register of Historic Resources) the City shall maintain a Register of Historic Resources designated by the City for public recognition and benefits; and

WHEREAS, historic resources identified as significant at a local or regional level shall be eligible for listing in the Register at the request of the property owner and upon approval by the Historic Resources Board; and

WHEREAS, one of the benefits of being included on the Register is the ability to enter into a Mills Act Historical Property Contract with the City; and

WHEREAS, the Applicant is also requesting to enter into a Mills Act contract with the City, and in accordance with Carmel Municipal Code (CMC) Section 17.32.100.B.6 (Review Process), the Historic Resources Board shall consider the application and make a recommendation to the City Council to approve, approve with conditions, or deny the application; and

WHEREAS, the agenda for the Historic Resources Board Meeting was posted in three locations on April 15, 2022, in compliance with State law indicating the date and time of the public hearing; and

WHEREAS, on April 18, 2022, the Historic Resources Board held a public meeting to consider adding the historic 'Colonial Terrace Inn' to the Carmel Register and to consider the application for a Mills Act contract, including without limitation, the information provided to the Historic Resources Board by City staff and through public testimony; and

WHEREAS, this Resolution and its findings are made based upon the evidence presented to the Historic Resources Board at the April 18, 2022 meeting including, without limitation, the staff report and attachments submitted by the Community Planning and Building Department; and

WHEREAS, the Historic Resources Board did hear and consider all said reports, attachments, recommendations, and testimony hereinabove set forth and used their independent judgment to evaluate the project; and

WHEREAS, the facts set forth in the recitals are true and correct and are incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, that the Historic Resources Board of the City of Carmel-By-The-Sea does hereby make the following findings and determinations regarding the **Mills Act Contract**:

FINDINGS REQUIRED FOR A MILLS ACT CONTRACT For each of the required findings listed below, staff has indicated whether the application supports the adoption of the findings. For all findings checked "no" the staff report discusses the issues to facilitate the Historic Resources Board's decision-making. Findings checked "yes" may or may not be discussed in the report depending on the issues.		
CMC 17.32.100.B.6 (Review Process), Subsection c.	**YES**	**NO**
The building is designated as a historic resource by the City and is listed on the Carmel Register.	✓	
The proposed rehabilitation/restoration and maintenance plan is appropriate in scope and sufficient in detail to guide long-term rehabilitation/restoration and maintenance. Required maintenance and rehabilitation should be more significant than just routine maintenance that would be expected for any property.	✓	
Alterations to the historic resource have been in the past and will continue to be in the future, limited to interior work and to exterior rehabilitation and alterations that: (A) Comply with the Secretary's Standards (future additions only); and (B) Do not significantly alter, damage, or diminish any primary elevation or character-defining feature; and	✓	

(C) Do not increase floor area on the property by more than 15 percent beyond the amount established in the documented original or historic design of the resource; and (D) Do not result in any second-story addition to a single-story historic resource.		
The Mills Act contract will aid in offsetting the costs of rehabilitating and maintaining the historic resource.	✓	
Approval of the Mills Act contract will represent an equitable balance of public and private interests and will not result in a substantial adverse financial impact on the City.	✓	

BE IT FURTHER RESOLVED that the Historic Resources Board of the City of Carmel-by-the-Sea does hereby add the historic 'Colonial Terrace Inn' to the Carmel Register of Historic Resources and recommend that the City Council approve a Mills Act Contract (MA 21-239, Carmel Beach Hotel & Spa) for the property located on San Antonio Avenue northeast of 13th Avenue (APN 010-286-015).

PASSED, APPROVED, AND ADOPTED BY THE HISTORIC RESOURCES BOARD OF THE CITY OF CARMEL-BY-THE-SEA this 18TH day of April 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

_____
Erik Dyar
Chair

_____
Leah Young
Historic Resources Board Secretary

COLONIAL TERRACE INN-CARMEL

13th St. & San Antonio Ave.

Photo #1, Looking West at Bldg. B (right), Bldg. A (center) & Bldg. C Left of frame

Photo # 2, Looking NW at Bldg. B, small window in center to have new replacement glazing, Kent Seavey, March, 2021.

Photos and descriptions adapted from Historic Assesment Reports by Kent L. Seavey (Sept. 2020 and March 2021)

Photo #5, Looking SE at the rear elevation of Bldg. C

Photo #6. Looking West at Bldg. E where 2 small central windows will be replaced
Kent Seavey, March, 2021.

Photos and descriptions adapted from Historic Assesment Reports by Kent L. Seavey (Sept. 2020 and March 2021)

Photo #7, Looking North at the South side of Bldg. E, where the two left windows will have new replacement glazing

Photo #8. Looking SW at the North elevation of Bldg. F where a window left of of the door will be replaced, along with one on the gable end Kent Seavey, March, 20211.

Photos and descriptions adapted from Historic Assesment Reports by Kent L. Seavey (Sept. 2020 and March 2021)

Photo #9. Looking East at Bldg. F where upper window on left will be replaced

Photo #10. Looking East at Bldg. G where modern windows will be replaced

Kent Seavey, March, 2021.

Photos and descriptions adapted from Historic Assesment Reports by Kent L. Seavey (Sept. 2020 and March 2021)

Photo #11. Looking East at Bldg. G where 1968 windows to be replaced

Kent Seavey, March, 2021.

Photo #12. Looking East fm. San Antonio, Bldg. A behind tree at left, Bldg. C behind Bldg. D, at center

Photo #13. Looking East at Bldg. F from San Antonio Ave., Kent Seavey, March, 2021.

Photos and descriptions adapted from Historic Assesment Reports by Kent L. Seavey (Sept. 2020 and March 2021)

Photo #14. Looking East at North portion of Bldg. G from San Antonio Ave.,

Photo #15. Looking NE at South portion of Bldg. G from San Antonio Ave., Kent Seavey, March, 2021.

Photos and descriptions adapted from Historic Assesment Reports by Kent L. Seavey (Sept. 2020 and March 2021)

Building. G, Colonial Terrace Inn-Carmel-By-The-Sea

Photo # 1. Looking East at the1949 Bldg. G, note brick veneer flanking the vertically stamped metal garage doors, Kent Seavey, Sept. 2020.

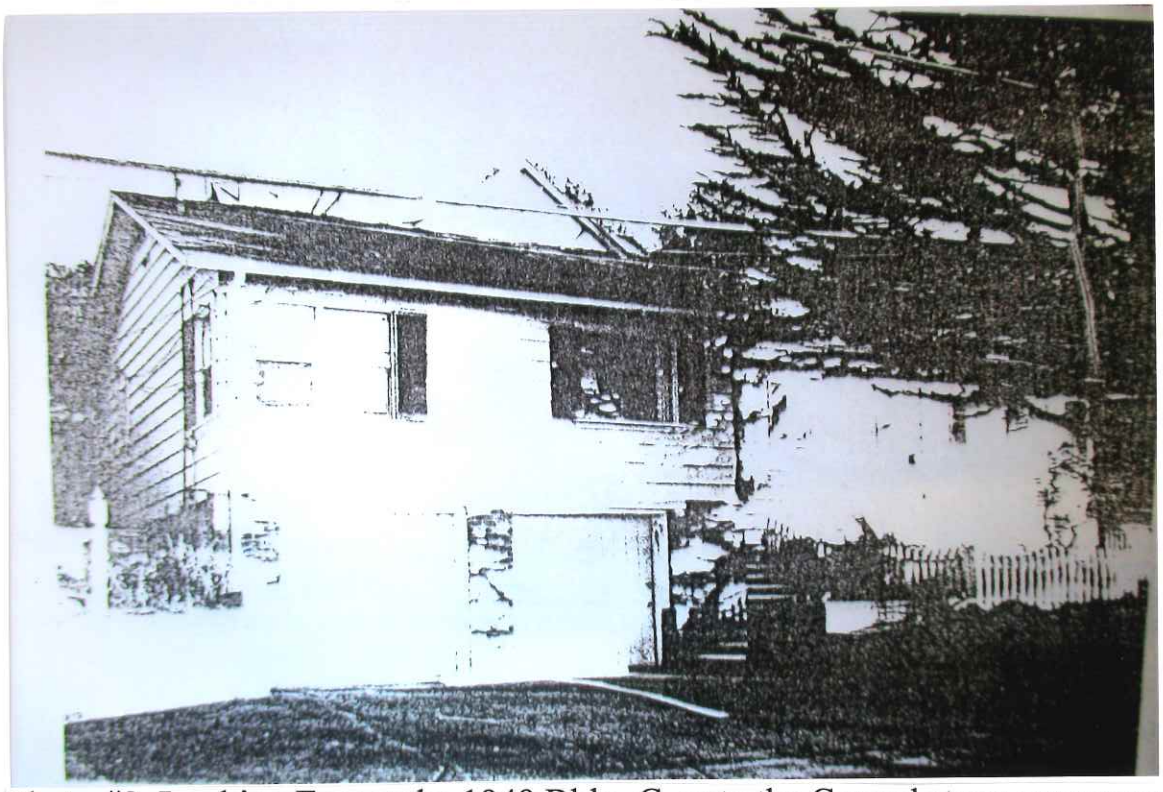


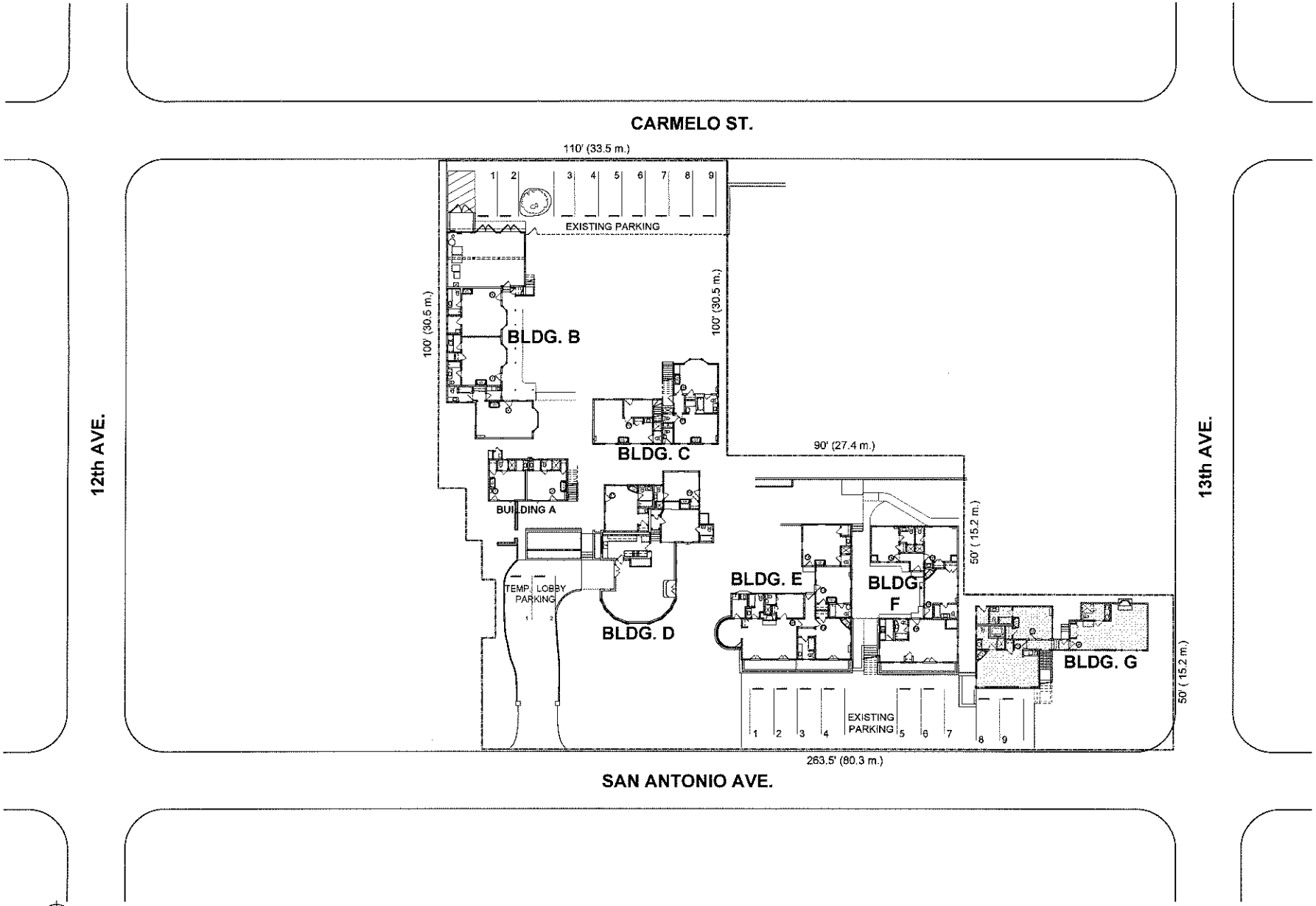
Photo #2. Looking East at the 1949 Bldg. G, note the Carmel stone veneer on the garage doors in 1996, photographer, Enid Sales, 1996.

Photos and descriptions adapted from Historic Assesment Reports by Kent L. Seavey (Sept. 2020 and March 2021)

Photo #3. Looking East at the 1949 Bldg., & addition, note the visual illusion of the half-timbered Tudor house to the rear, Kent Seavey, Sept., 2020.

Photo #4. Looking NW at the South side & rear elevations of the 1949 addition, Note the modern, coated metal sash, Kent Seavey, September, 2020.

Photos and descriptions adapted from Historic Assesment Reports by Kent L. Seavey (Sept. 2020 and March 2021)



NORTH

OVERALL SITE PLAN
SCALE: 1/16" = 1'-0"

WR&D
WALD RUHNKE & DOST ARCHITECTS LLP
2340 GARDEN ROAD, SUITE 100
MONTEREY, CALIFORNIA 93940
PHONE: 831.649.4642
FAX: 831.649.3530
WWW.WRDARCH.COM

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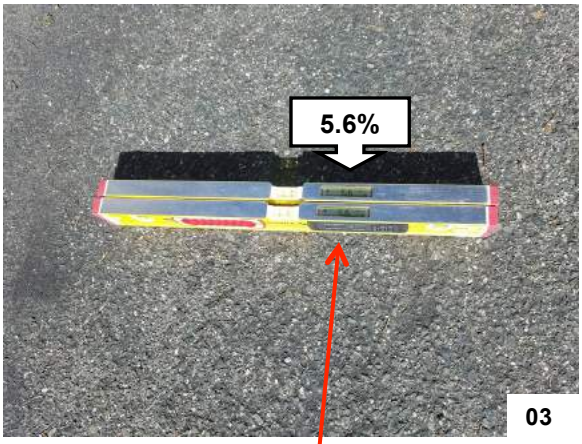
COLONIAL TERRACE INN
CARMEL-BY-THE SEA - 13th & SAN ANTONIO

A.P.N.: 010-286-015

JOB NO.: 20019
PRINT DATE:
PLOT DATE: 3.28.2020
DRAWN BY:
CHECKED BY:
SET ISSUED:

SHEET NAME: OVERALL SITE PLAN (EXISTING)
SHEET NO.: A100
FILE NAME: 20019-A200

Photos and descriptions adapted from Historic Assesment Reports by Kent L. Seavey (Sept. 2020 and March 2021)



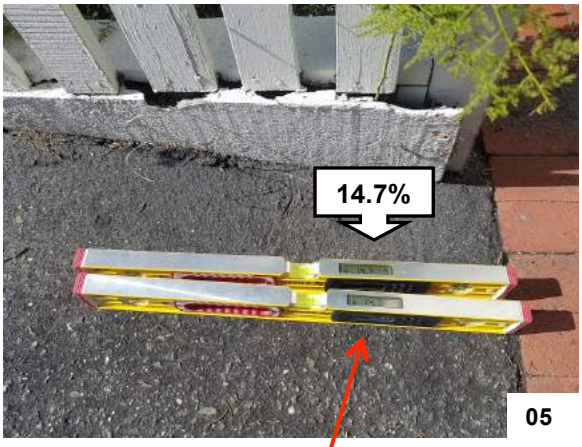
03

An accessible pedestrian route is required to be a minimum of 4' wide with a **maximum cross slope of 2%** and a maximum running slope of 5% unless a ramp is utilized per **[11B-403.3 & 11B-403.5.1.3]**

Non-compliant – route exceeds maximum allowable cross slope

04

Photo provided for reference only



05

Doors and gates are required to have a maneuvering clearance area **not to exceed 2% slope** in any direction. In addition, exterior doors must incorporate a minimum strike-side clearance of 24" including not less than 60" clear in the swing direction of the door per **[11B-404.2.4.4]** (See EXHIBIT 10)

Non-compliant – maneuvering area at gate exceeds 2%

06

Photo provided for reference only

07

Handles, pulls, locks, latches and all other operable parts required to open, lock or unlock doors and gates are not permitted to require tight grasping, pinching, or turning of the wrist to operate. A minimum hand gripping clearance of 1½" allows the operation of doors by persons with disabilities per **[11B-309.4]**

Doors and gates are required to provide a 10" smooth surface on the push side at the bottom of the door or gate per **[11B-404.2.10]** (See EXHIBIT 9)

Doors and gates are required to have a maximum opening force of 5 pounds per **[11B-404.2.9.1]**

Non-compliant – gate

08

Accessible paths of travel are required to provide the safest possible conditions for pedestrians with disabilities. Vertical transitions without beveled surface treatments must not exceed ¼" and openings must not allow the passage of a sphere greater than ½" in diameter per [11B-302.2 & 11B-302.3]

Non-compliant walking surface

09

Photo provided for reference only

10

Handrail extensions must extend a minimum of 12" of level distance (parallel to the landing surface) excluding the radius per **[11B-505.10.1]** (See EXHIBIT14)

Steps and stairways are required to have continuous handrails on each side per **[11B-210.1 & 11B-504]**

Handrail gripping surfaces are required to have a minimum cross slope of 1¼" and a maximum cross section of 2" per **[11B-505.7.1]**

Non-compliant – handrail – handrail extensions – missing second handrail

11

Visually contrasting stripes must be a minimum of 2” wide to a maximum of 4” wide per **[1009.7.4, 11B-504.2 & 11B-504.3]**

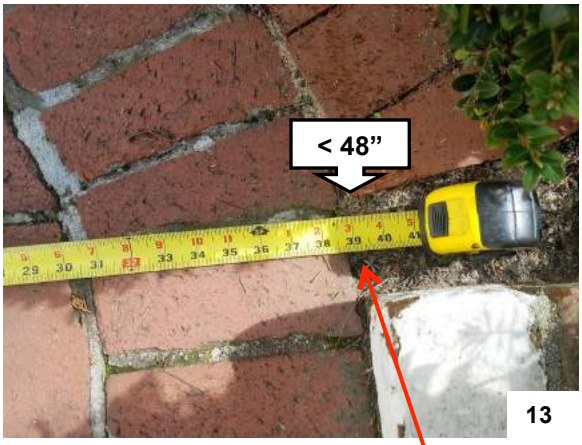
Non-compliant – contrasting stripes

12

Handrail extensions must extend a minimum of 12” of level distance (parallel to the landing surface) excluding the radius per **[11B-505.10.1]** (See EXHIBIT14)

Steps and stairways are required to have continuous handrails on each side per **[11B-210.1 & 11B-504]**

Non-compliant – handrails do not provide extensions – missing second handrail



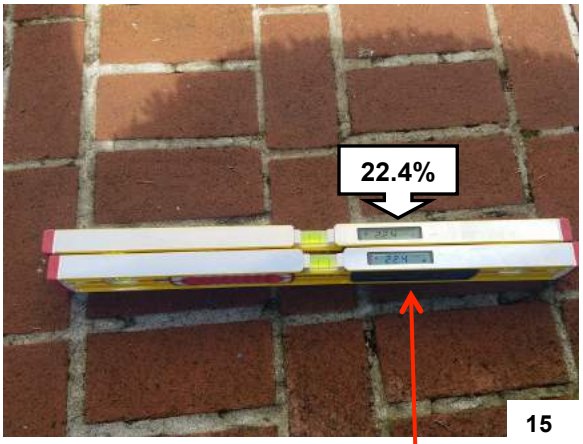
13

An accessible pedestrian route is required to be a **minimum of 4’ wide** with a maximum cross slope of 2% and a maximum running slope of 5% unless a ramp is utilized per **[11B-403.3 & 11B-403.5.1.3]**

Non-compliant – walk does not provide the minimum width of 48”

14

Photo provided for reference only



15

A **maximum running slope of 5%** is required at walking surfaces, unless a compliant ramp is utilized per **[11B-403.3]**

Non-compliant – walking surface exceeds maximum allowable running slope and does not meet the provisions of a ramp

16

Abrupt changes in level exceeding 4 inches between walks and adjacent surfaces require wheel guides or warning curbs at least 6 inches in height above the walking surface per **[11B-303.5]**

Non-compliant – walking surface to adjacent grade has a vertical drop exceeding 4”

17

Accessible paths of travel are required to provide the safest possible conditions for pedestrians with disabilities. Vertical transitions without beveled surface treatments must not exceed ¼” and openings must not allow the passage of a sphere greater than ½” in diameter per **[11B-302.2 & 11B-302.3]**

Non-compliant – transition at walking surface

18

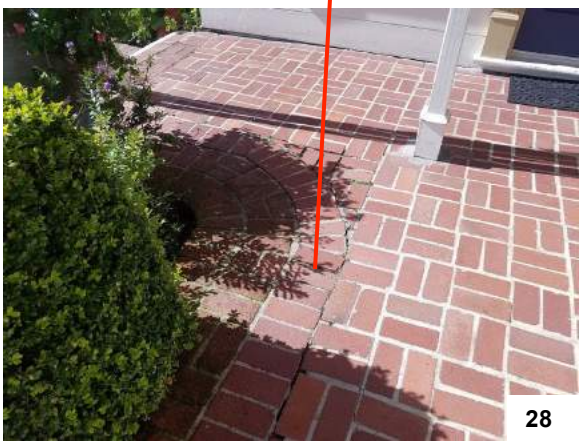
Pedestrian ramps are required to have continuous **handrails on each side** per **[1010.9 &11B-505.2]**

Non-compliant – as a ramp location is missing handrails

27

Accessible paths of travel are required to provide the safest possible conditions for pedestrians with disabilities. Vertical transitions without beveled surface treatments must not exceed ¼" and openings must not allow the passage of a sphere greater than ½" in diameter per [11B-302.2 & 11B-302.3]

Non-compliant walking surface



28

Photo provided for reference only

29

Thresholds must not exceed ½" above the adjacent landings and when exceeding ¼" above the adjacent landings must have a beveled edge with a slope no greater than (1) unit vertical to (2) units horizontal per **[11B-404.5]** (See EXHIBIT 8)

Non-compliant – threshold

30

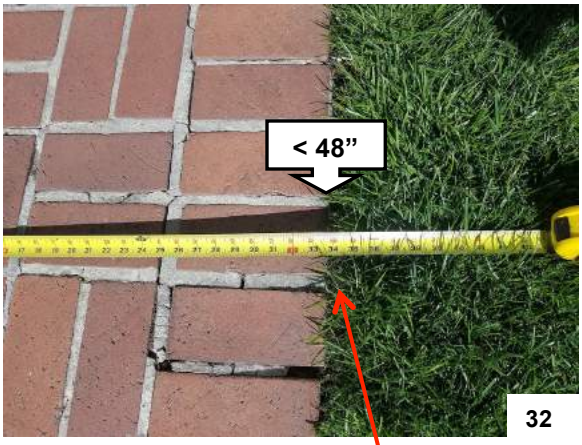
Loose mats do not comply with accessibility requirements. If carpets are used, they must be securely attached to the ground or floor surface per **[11B-302.2]**

Loose mat is non-compliant

31

An Steps and stairways are required to have continuous handrails on each side per **[11B-210.1 & 11B-504]** (See EXHIBIT 14)

Non-compliant – missing handrails at step



32

An accessible pedestrian route is required to be a **minimum of 4’ wide** with a maximum cross slope of 2% and a maximum running slope of 5% unless a ramp is utilized per **[11B-403.3 & 11B-403.5.1.3]**

Non-compliant – walk does not provide the minimum width of 48”

33

Photo provided for reference only

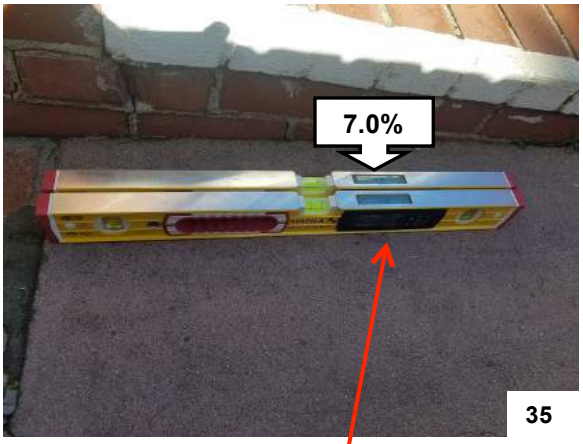
34

Handrail extensions must extend a minimum of 12” of level distance (parallel to the landing surface) excluding the radius per **[11B-505.10.1]** (See EXHIBIT14)

Steps and stairways are required to have continuous handrails on each side per **[11B-210.1 & 11B-504]**

Handrail gripping surfaces are required to have a minimum cross slope of 1¼” and a maximum cross section of 2” per **[11B-505.7.1]**

Non-compliant – handrail – handrail extensions – missing second handrail



35

An accessible pedestrian route is required to be a minimum of 4' wide with a **maximum cross slope of 2%** and a maximum running slope of 5% unless a ramp is utilized per **[11B-403.3 & 11B-403.5.1.3]**

Non-compliant – route exceeds maximum allowable cross slope

36

Photo provided for reference only

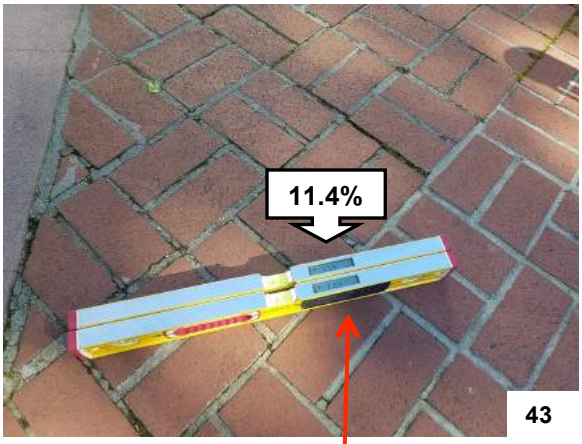
37

A guard is required to be located along open sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings that are located more than 30 inches measured vertically to the floor or grade below at any point within 36 inches horizontally to the edge of the open side per **[CBC 1015]**

It is recommended that a guard (guardrail) be provided at location shown to prevent falls.

38

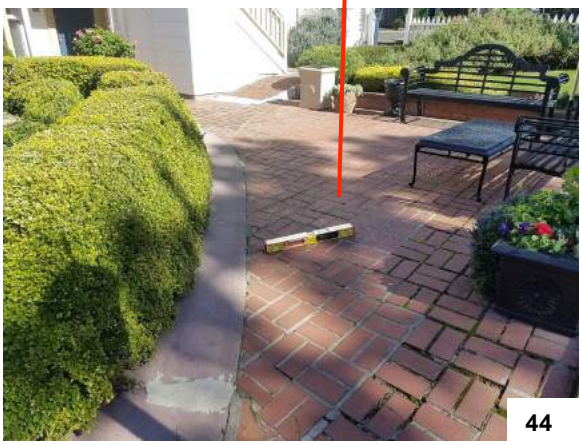
Photo provided for reference only



43

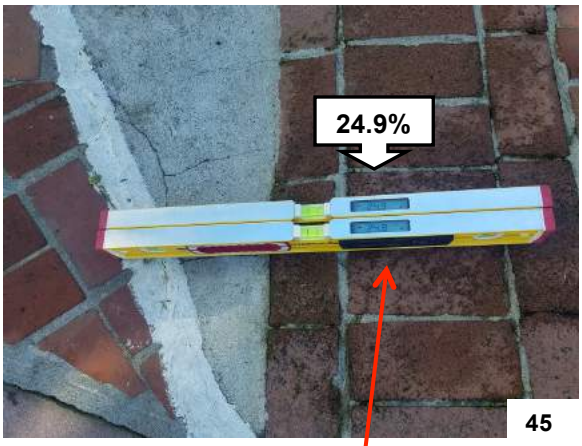
An accessible pedestrian route is required to be a minimum of 4' wide with a **maximum cross slope of 2%** and a maximum running slope of 5% unless a ramp is utilized per **[11B-403.3 & 11B-403.5.1.3]**

Non-compliant – route exceeds maximum allowable cross slope



44

Photo provided for reference only



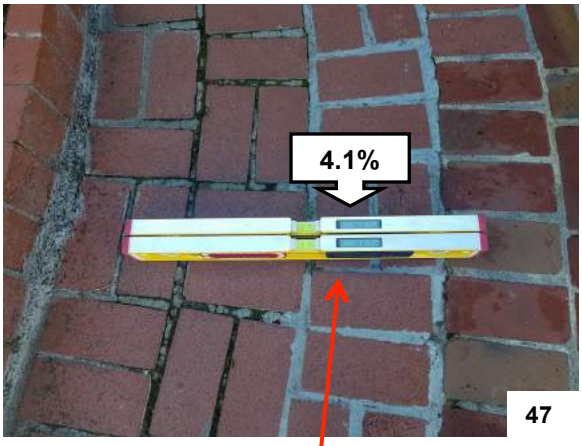
45

A **maximum running slope of 5%** is required at walking surfaces, unless a compliant ramp is utilized per **[11B-403.3]**

Non-compliant – walking surface exceeds maximum allowable running slope and does not meet the provisions of a ramp

46

Photo provided for reference only



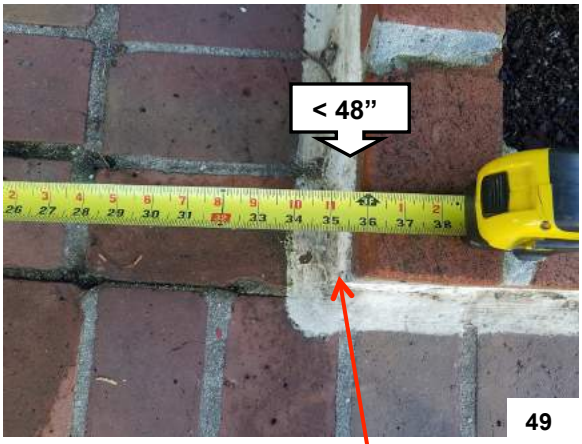
47

An accessible pedestrian route is required to be a minimum of 4' wide with a **maximum cross slope of 2%** and a maximum running slope of 5% unless a ramp is utilized per **[11B-403.3 & 11B-403.5.1.3]**

Non-compliant – route exceeds maximum allowable cross slope

48

Photo provided for reference only



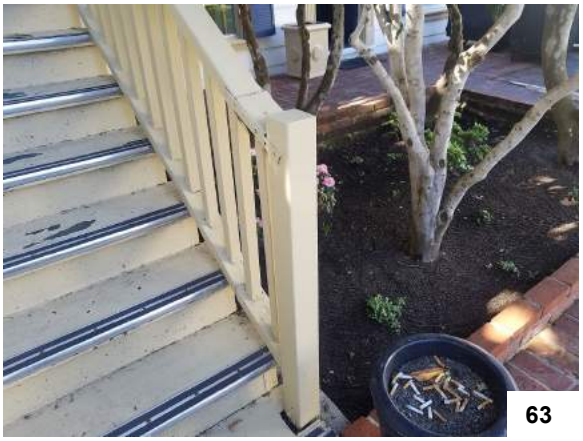
49

An accessible pedestrian route is required to be a **minimum of 4' wide** with a maximum cross slope of 2% and a maximum running slope of 5% unless a ramp is utilized per **[11B-403.3 & 11B-403.5.1.3]**

Non-compliant – walk does not provide the minimum width of 48"

50

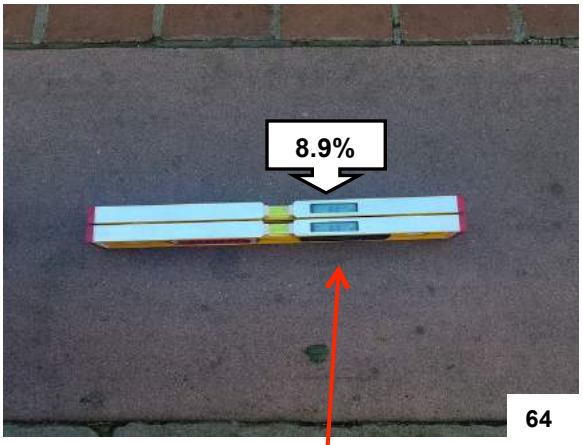
Photo provided for reference only



63

Handrail extensions must extend a minimum of 12” of level distance (parallel to the landing surface) excluding the radius per **[11B-505.10.1]** (See EXHIBIT14)

Non-compliant – handrail does not comply



64

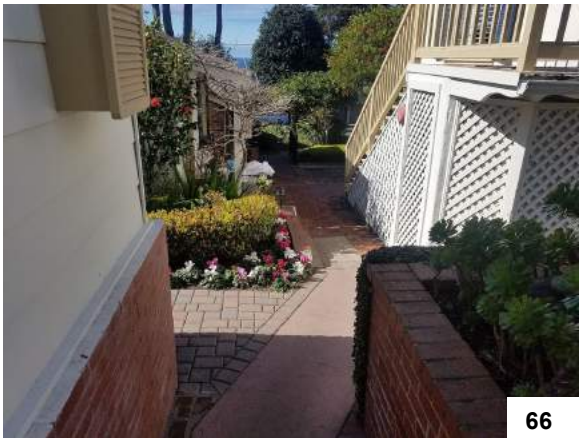
A **maximum running slope of 5%** is required at walking surfaces, unless a compliant ramp is utilized per **[11B-403.3]**

Non-compliant – walking surface exceeds maximum allowable running slope and does not meet the provisions of a ramp

65

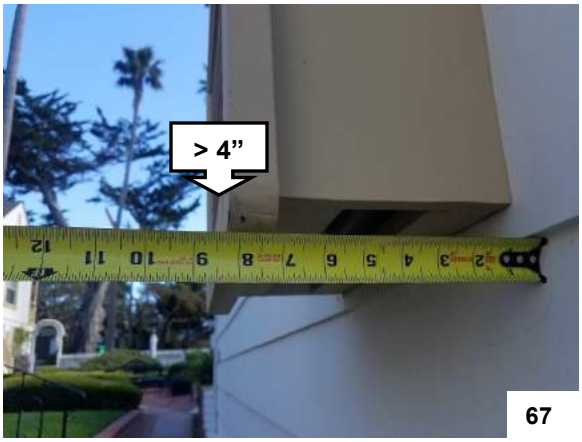
Pedestrian ramps are required to have continuous **handrails on each side** per **[1010.9 &11B-505.2]**

Non-compliant – as a ramp location is missing handrails



66

Photo provided for reference only



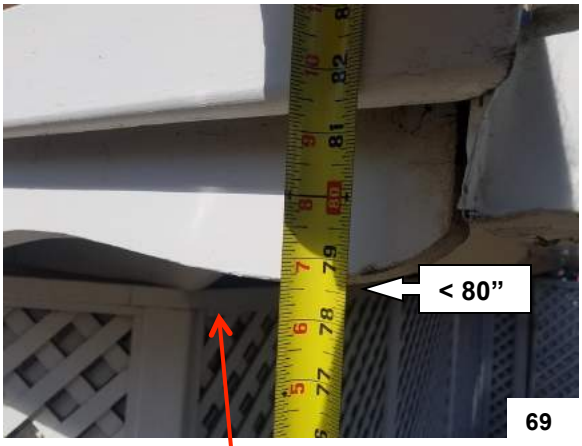
67

Where horizontally protruding objects are located more than 27” and less than 80” above the walking surface, they are not permitted to protrude more than 4” into a circulation path without a protective barrier to prevent injury to visually impaired persons per **11B-307.2]** (See EXHIBIT 11)

Non-compliant – cabinet projects more than 4” into the walking area without providing a protective barrier

68

Photo provided for reference only



69

Where horizontally protruding objects are located less than 80” above the walking surface, they are not permitted to protrude more than 4” into a circulation path without a protective barrier to prevent injury to visually impaired persons per **[11B-307.2]** (See EXHIBIT 11)

Non-compliant – stair projection over walking area does not provide adequate clearance without a protective barrier

70

Photo provided for reference only

83

As of March 1st 2017, all single-user restrooms in California are required to display gender-neutral signage. Pictograms depicting genders at door and wall signs serving single-user restrooms are required to be replaced per **[CA H&S 118600]**

Non-compliant – signage

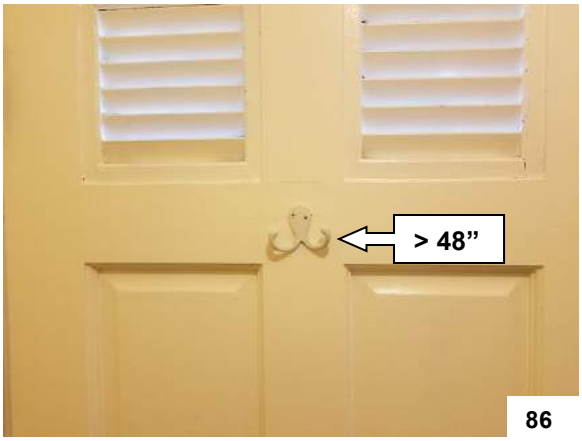
84

Handles, pulls, locks, latches and all other operable parts required to open, lock or unlock doors and gates are not permitted to require tight grasping, pinching, or turning of the wrist to operate. A minimum hand gripping clearance of 1½" allows the operation of doors by persons with disabilities per **[11B-309.4]**

Non-compliant – door hardware

85

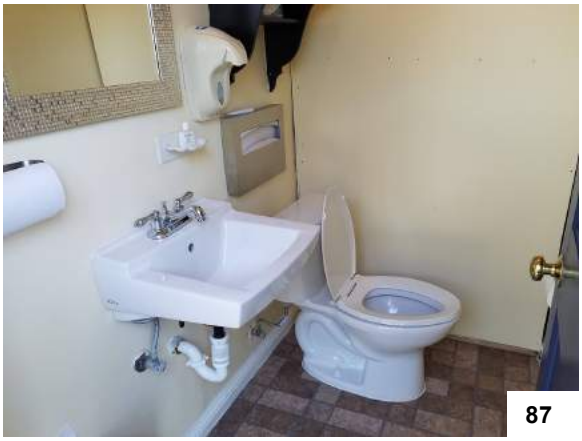
Non-compliant – locking hardware



86

When coat hooks are provided, a minimum of 5%, but not less than (1) is required to be located not more than **48"** above the floor per **[11B-213.3.3.7, 11B-308.3.1]**

Non-compliant – coat hook

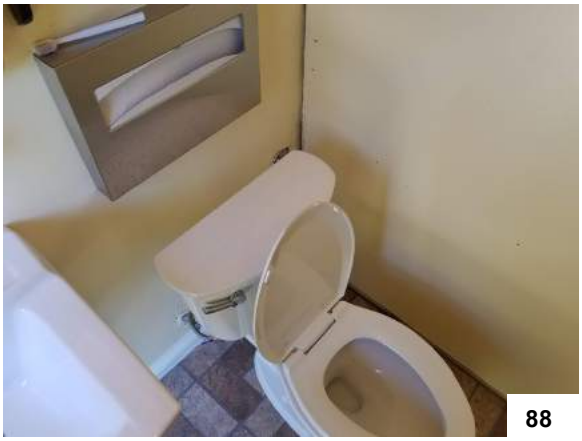


87

Restrooms facilities are required to be accessible to persons with disabilities, be on an accessible route and conform to the requirements of **[11B-603.1]**

A turning space of 60” diameter is required within the restroom. The door may encroach up to 12” into the turning space, requiring a minimum of 48” between the edge of the door and the nearest obstruction per **[11B-304.3.1 & 11B-603.2.1]**

Non-compliant restroom – maneuvering clearance, grab bars, fixtures and dispensers



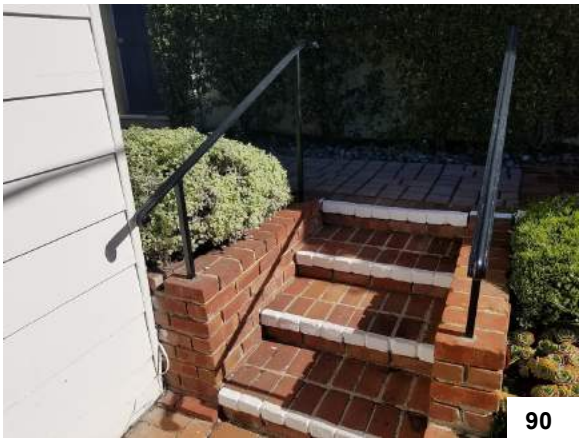
88

Toilet seats for public use are required to be open front type per **[411.2.1]**

Non-compliant – fixture seat

89

Photo provided for reference only



90

Handrails at the bottom of stairs must extend a minimum of (1) tread length and provide 12” of level distance (parallel to the landing surface) and terminate within 27” of the walking surface per **[11B-505.10.2 & 11B-505.10.3]** (See EXHIBIT14)

Non-compliant – handrails

91

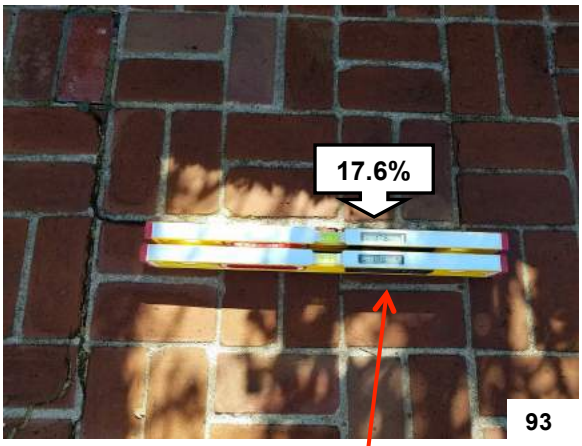
Handrail extensions must extend a minimum of 12” of level distance (parallel to the landing surface) **excluding the radius** per **[11B-505.10.2 & 11B-505.10.3]** (See EXHIBIT14)

Non-compliant – handrail extension

92

Pedestrian ramps are required to have continuous **handrails on each side** per **[1010.9 &11B-505.2]**

Non-compliant – ramp is missing handrail



93

A **maximum running slope of 5%** is required at walking surfaces, unless a compliant ramp is utilized per **[11B-403.3]**

Non-compliant – walking surface exceeds maximum allowable running slope and does not meet the provisions of a ramp

94

Pedestrian ramps are required to have continuous **handrails on each side** per **[1010.9 &11B-505.2]**

Non-compliant – as a ramp location is missing handrails

95

Abrupt changes in level exceeding 4 inches between walks and adjacent surfaces require wheel guides or warning curbs at least 6 inches in height above the walking surface per **[11B-303.5]**

Non-compliant – walking surface to adjacent grade has a vertical drop exceeding 4”

96

Accessible paths of travel are required to provide the safest possible conditions for pedestrians with disabilities. Vertical transitions without beveled surface treatments must not exceed ¼” and openings must not allow the passage of a sphere greater than ½” in diameter per **[11B-302.2 & 11B-302.3]**

Non-compliant – transition at walking surface

97

Photo provided for reference only

98

Thresholds must not exceed ½” above the adjacent landings and when exceeding ¼” above the adjacent landings must have a beveled edge with a slope no greater than (1) unit vertical to (2) units horizontal per **[11B-404.5]** (See EXHIBIT 8)

Loose mats do not comply with accessibility requirements. If carpets are used, they must be securely attached to the ground or floor surface per **[11B-302.2]**

Non-compliant – threshold – loose mat

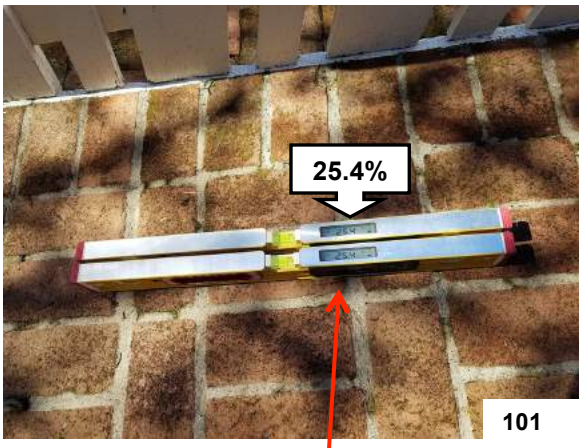
99

Accessible paths of travel are required to provide the safest possible conditions for pedestrians with disabilities. Vertical transitions without beveled surface treatments must not exceed ¼" and openings must not allow the passage of a sphere greater than ½" in diameter per **[11B-302.2 & 11B-302.3]**

Non-compliant – transition at walking surface

100

Photo provided for reference only



101

A **maximum running slope of 5%** is required at walking surfaces, unless a compliant ramp is utilized per **[11B-403.3]**

Non-compliant – walking surface exceeds maximum allowable running slope and does not meet the provisions of a ramp

102

Pedestrian ramps are required to have continuous **handrails on each side** per **[1010.9 &11B-505.2]**

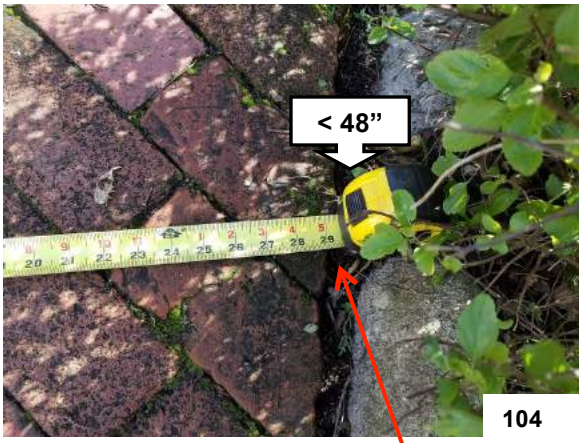
Non-compliant – ramp is missing handrail

103

The clear width of a ramp is required to be 48” minimum per **[11B-405.5]**

Pedestrian ramps are required to have continuous **handrails on each side** per **[1010.9 &11B-505.2]**

Non-compliant – ramp width – as a ramp missing handrails



104

An accessible pedestrian route is required to be a **minimum of 4’ wide** with a maximum cross slope of 2% and a maximum running slope of 5% unless a ramp is utilized per **[11B-403.3 & 11B-403.5.1.3]**

Non-compliant – walk does not provide the minimum width of 48”

105

Photo provided for reference only

106

A continuous unobstructed pedestrian route is required to connect all accessible features, elements, and spaces, within a site. Pedestrian routes must be designed to provide the safest possible conditions for pedestrians with disabilities per **[11B-206.2.4, 11B-206.3, 11B-208.3.1 & 11B-247.1.2.5]**

Non-compliant – no accessible route is provided onsite to connect common features

107

Handrail extensions must extend a minimum of 12” of level distance (parallel to the landing surface) excluding the radius per **[11B-505.10.1]** (See EXHIBIT14)

Steps and stairways are required to have continuous handrails on each side per **[11B-210.1 & 11B-504]**

Handrail gripping surfaces are required to have a minimum cross slope of 1¼” and a maximum cross section of 2” per **[11B-505.7.1]**

Non-compliant – handrail – handrail extensions – missing second handrail

108

Thresholds must not exceed ½” above the adjacent landings and when exceeding ¼” above the adjacent landings must have a beveled edge with a slope no greater than (1) unit vertical to (2) units horizontal per **[11B-404.5]** (See EXHIBIT 8)

Steps and stairways are required to have continuous handrails on each side per **[11B-210.1 & 11B-504]**

Loose mats do not comply with accessibility requirements. If carpets are used, they must be securely attached to the ground or floor surface per **[11B-302.2]**

Non-compliant – thresholds – missing handrails – loose mats

109

Non-compliant – threshold – missing handrails – loose mats

110

A continuous unobstructed pedestrian route is required to connect all accessible features, elements, and spaces, within a site. Pedestrian routes must be designed to provide the safest possible conditions for pedestrians with disabilities per **[11B-206.2.4, 11B-206.3, 11B-208.3.1 & 11B-247.1.2.5]**

Non-compliant – no accessible route is provided onsite to connect common features

111

Handrail extensions must extend a minimum of 12” of level distance (parallel to the landing surface) excluding the radius per **[11B-505.10.1]** (See EXHIBIT14)

Steps and stairways are required to have continuous handrails on each side per **[11B-210.1 & 11B-504]**

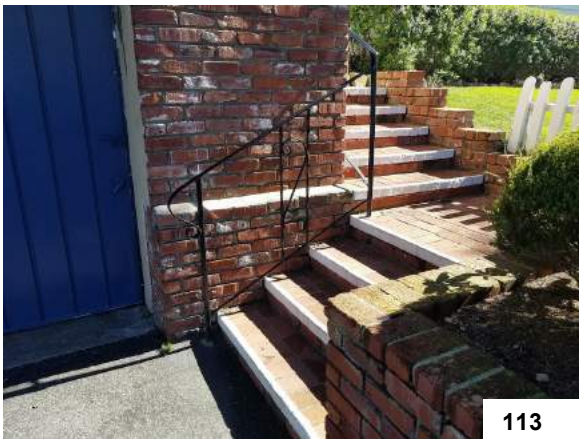
Handrail gripping surfaces are required to have a minimum cross slope of 1¼” and a maximum cross section of 2” per **[11B-505.7.1]**

Non-compliant – handrail – handrail extensions – missing second handrail

112

Where parking is provided for the public, guests or employees, accessible parking is required and must be located on the shortest accessible route from adjacent parking to an accessible entrance for persons with disabilities per **[11B-208.3.1]** (See EXHIBITS 4 and 5)

Non-compliant – parking provided without accessible parking – site requires (1) accessible [VAN] space for up (25) parking stalls provided. An accessible route must be provided between access aisle and business entrance.



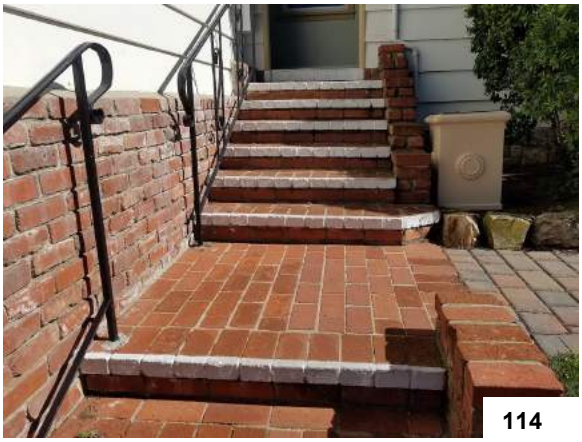
113

Handrail extensions must extend a minimum of 12” of level distance (parallel to the landing surface) excluding the radius per **[11B-505.10.1]** (See EXHIBIT14)

Steps and stairways are required to have continuous handrails on each side per **[11B-210.1 & 11B-504]**

Handrail gripping surfaces are required to have a minimum cross slope of 1¼” and a maximum cross section of 2” per **[11B-505.7.1]**

Non-compliant – handrail – handrail extensions – missing second handrail



114

Non-compliant – handrails do not provide extensions – missing second handrail

123

A continuous unobstructed pedestrian route is required to connect all accessible features, elements, and spaces, within a site. Pedestrian routes must be designed to provide the safest possible conditions for pedestrians with disabilities per **[11B-206.2.4, 11B-206.3, 11B-208.3.1 & 11B-247.1.2.5]**

Non-compliant – no accessible route is provided onsite to connect common features

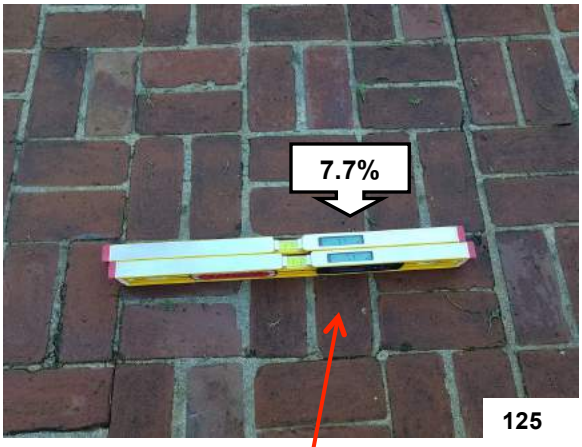
124

Handrail extensions must extend a minimum of 12" of level distance (parallel to the landing surface) excluding the radius per **[11B-505.10.1]** (See EXHIBIT14)

Steps and stairways are required to have continuous handrails on each side per **[11B-210.1 & 11B-504]**

Handrail gripping surfaces are required to have a minimum cross slope of 1¼" and a maximum cross section of 2" per **[11B-505.7.1]**

Non-compliant – handrail – handrail extensions – missing second handrail



125

A **maximum running slope of 5%** is required at walking surfaces, unless a compliant ramp is utilized per **[11B-403.3]**

Non-compliant – walking surface exceeds maximum allowable running slope and does not meet the provisions of a ramp

126

Photo provided for reference only

159

Accessible guest rooms must have at least one bathroom that is provided as a part of the guest room with not less than one water closet, one lavatory, and one bathtub or shower that complies with **[11B-603 & 11B-610]** per **[11B-806.2]**

Non-compliant – Section 11B-603-11B-603.6 provided for review as EXHIBIT 20

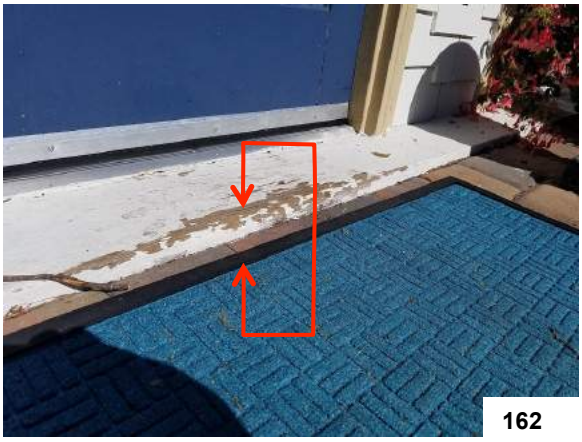
160

Photo provided for reference only

161

Loose mats do not comply with accessibility requirements. If carpets are used, they must be securely attached to the ground or floor surface per **[11B-302.2]**

Loose mat is non-compliant



162

Thresholds must not exceed ½" above the adjacent landings and when exceeding ¼" above the adjacent landings must have a beveled edge with a slope no greater than (1) unit vertical to (2) units horizontal per **[11B-404.5]** (See EXHIBIT 8)

Non-compliant – threshold – loose mat

183

An accessible pedestrian route is required to be a **minimum of 4' wide** with a maximum cross slope of 2% and a maximum running slope of 5% unless a ramp is utilized per **[11B-403.3 & 11B-403.5.1.3]**

Non-compliant – walk does not provide the minimum width of 48"

184

Non-compliant – walk does not provide the minimum width of 48"

185

Non-compliant – walk does not provide the minimum width of 48"

186

Non-compliant – walk does not provide the minimum width of 48"

187

Photo provided for reference only

188

An accessible pedestrian route is required between the public way (city sidewalk) and the business entrance per **[11B-208.3.1]**

No pedestrian services (city sidewalk) is provided at this location and therefore "site arrival" is by vehicles only. When no pedestrian service is provided at a site and arrival is by vehicles only, the requirements for pedestrian access from the public way is not applicable per 11B-206.2.1.2

189

Photo provided for reference only

190

Where parking is provided for the public, guests or employees, accessible parking is required and must be located on the shortest accessible route from adjacent parking to an accessible entrance for persons with disabilities per **[11B-208.3.1]** (See EXHIBITS 4 and 5)

Non-compliant – parking provided without accessible parking – site requires (1) accessible [VAN] space for up (25) parking stalls provided. An accessible route must be provided between access aisle and business entrance.

207

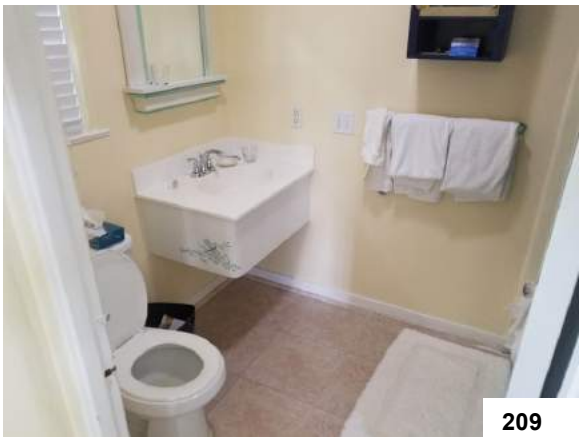
Accessible kitchenettes and wet bars are required to provide a work surface not exceeding 34” above the finished floor, provide knee and toe clearance for wheelchair users and protect users from sharp or abrasive surfaces under the work surface counter per **[11B-804.3.1 – 11B-804.3.4 & 11B-806.2.5]**

Non-compliant – kitchenette area

208

A minimum of **32”** clear width is required at accessible doors when opened at 90 degrees per **[11B-404.2.3]**

Non-compliant – opening width



209

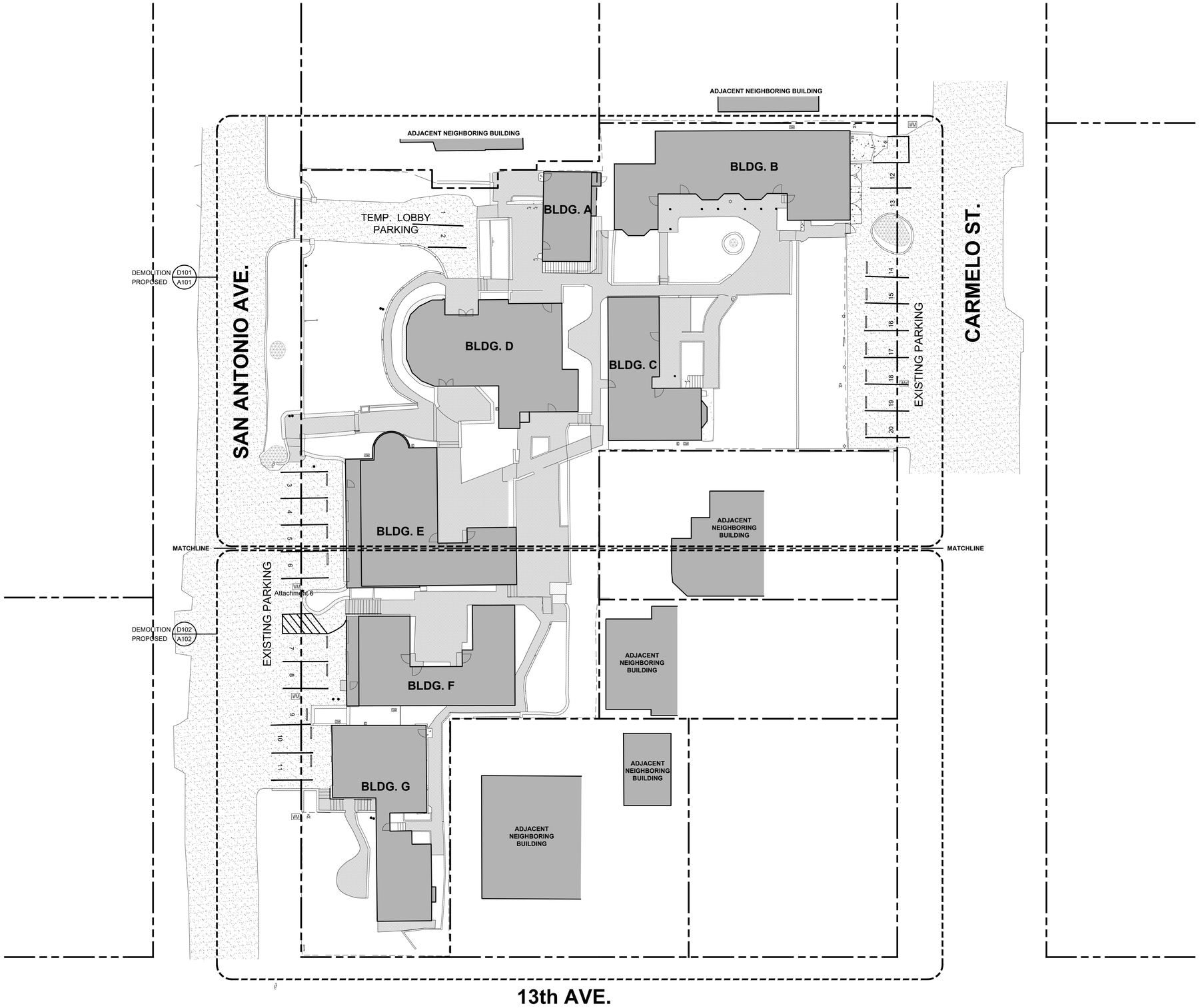
Accessible guest rooms must have at least one bathroom that is provided as a part of the guest room with not less than one water closet, one lavatory, and one bathtub or shower that complies with **[11B-603 & 11B-610]** per **[11B-806.2.4]**

Non-compliant – accessibility sections 11B-603 thru 11B-603.6 are provided for review as EXHIBIT 20

210

At least one bathroom that is provided as a part of a guest room must provide no fewer than one lavatory that complies with applicable sections of **[11B-603 – 11B-610]** per **[11B-806.2.4]**

Non-compliant – lavatory



PLAN NORTH

OVERALL EXISTING SITE PLAN (FOR REFERENCE)

SCALE: 1/16" = 1'-0"

GENERAL NOTES

1. OVERALL EXISTING SITE PLAN SHOWN FOR REFERENCE ONLY, REFER TO DEMOLITION AND PROPOSED SITE PLANS AND CIVIL AND LANDSCAPE DRAWINGS FOR ALL NEW WORK.
2. CONTRACTOR SHALL VISIT SITE TO VERIFY EXISTING CONDITIONS. NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH WORK.

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WALD RUHNKE & DOST ARCHITECTS LLP
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LICENSED ARCHITECT
HENRY PETER RUHNKE
No. C21266
REN. 4/30/23
STATE OF CALIFORNIA

CARMEL BEACH HOTEL & SPA
CARMEL-BY-THE SEA - 13th & SAN ANTONIO

A.P.N.: 010-286-015

JOB NO.: 20019
PRINT DATE:
PLOT DATE: 6.4.2021
DRAWN BY:
CHECKED BY:
SET ISSUED:

SHEET NAME: OVERALL (E) SITE PLAN (REFERENCE)

SHEET NO.: A002

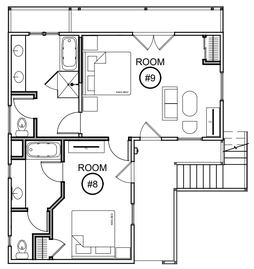
FILE NAME: 20019-A200

BUILDINGS LEGEND

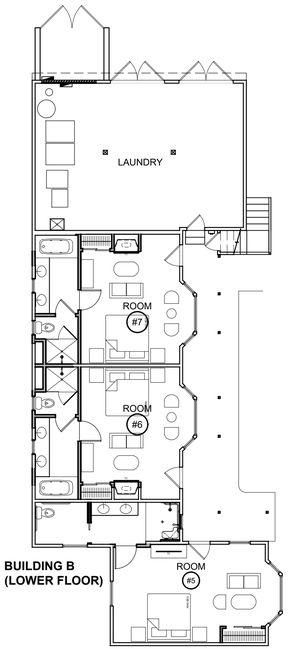
FLOOR SQUARE FEET SQUARE METERS	ROOM I.D.	S.F. S.M.
BUILDING 'A'		
LOWER FLOOR 487.67 S.F. 45.31 S.M.	1	
	2	
UPPER FLOOR 514.74 S.F. 47.82 S.M.	3	
	4	
BUILDING TOTAL		1002.41 S.F. 93.13 S.M.
BUILDING 'B'		
LOWER FLOOR 1918.4 S.F. 178.23 S.M.	5	
	6	
	7	
	RECEPTION	
UPPER FLOOR 755.71 S.F. 70.21 S.M.	8	
	9	
BUILDING TOTAL		2674.11 S.F. 248.43 S.M.
BUILDING 'C'		
LOWER FLOOR 1065.52 S.F. 98.99 S.M.	10	
	11	
	12	
	COMMON AREAS	
UPPER FLOOR 897.32 S.F. 83.36 S.M.	13	
	14	
	COMMON AREA	
BUILDING TOTAL		1962.84 S.F. 182.35 S.M.

FLOOR SQUARE FEET SQUARE METERS	ROOM I.D.	S.F. S.M.
BUILDING 'D'		
1714.87 S.F. 159.32 S.M.	15	
	16	
	OFFICE	
	LOBBY / KITCHEN	
BUILDING TOTAL		1714.87 S.F. 159.32 S.M.
BUILDING 'E'		
LOWER FLOOR 865.09 S.F. 80.37 S.M.		
	LAUNDRY	
UPPER FLOOR 1664.35 S.F. 154.62 S.M.	17	
	18	
	19	
	20	
	COMMON AREA	
BUILDING TOTAL		2529.44 S.F. 234.99 S.M.
BUILDING 'F'		
LOWER FLOOR 615.05 S.F. 57.14 S.M.	SPA	
	RESTROOM	
UPPER FLOOR 1284.99 S.F. 119.38 S.M.	21	
	22	
	23	
	24	
	COMMON AREA	
BUILDING TOTAL		1900.04 S.F. 176.52 S.M.

FLOOR SQUARE FEET SQUARE METERS	ROOM I.D.	S.F. S.M.
BUILDING 'G'		
LOWER FLOOR 520 S.F. 48.31 S.M.	SPA	
	OFFICE/ STORAGE	
UPPER FLOOR 1391.14 S.F. 177.55 S.M.	25	
	26	
	27	
	28	
	HALLWAY	
BUILDING TOTAL		1911.14 S.F. 177.55 S.M.
ALL BUILDINGS GRAND TOTAL		13694.85 S.F. 1272.29 S.M.

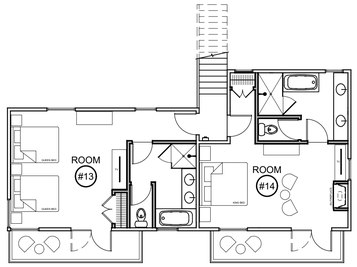


BUILDING B (UPPER FLOOR)

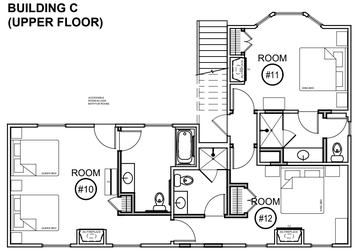


BUILDING B (LOWER FLOOR)

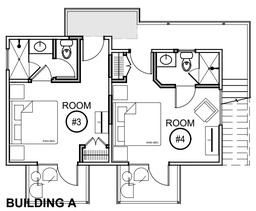
CARMELO STREET



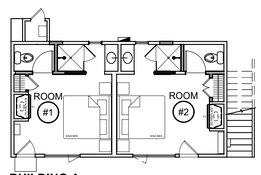
BUILDING C (UPPER FLOOR)



BUILDING C (LOWER FLOOR)

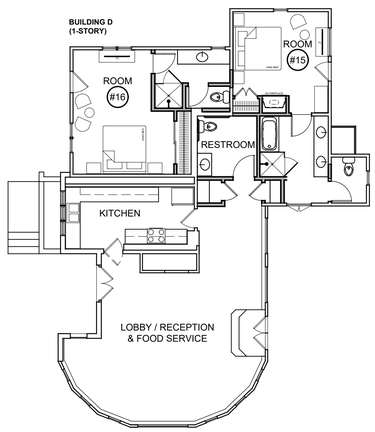


BUILDING A (UPPER FLOOR)

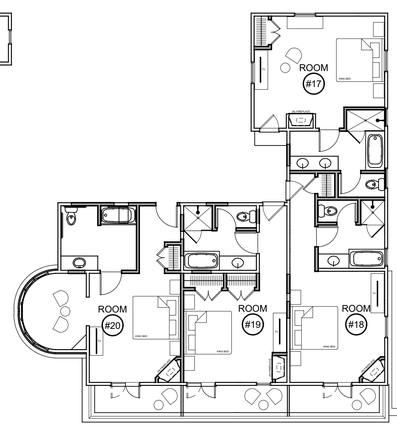


BUILDING A (LOWER FLOOR)

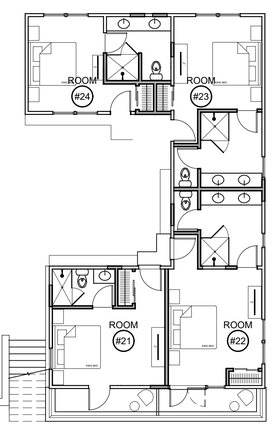
Attachment 6



BUILDING D

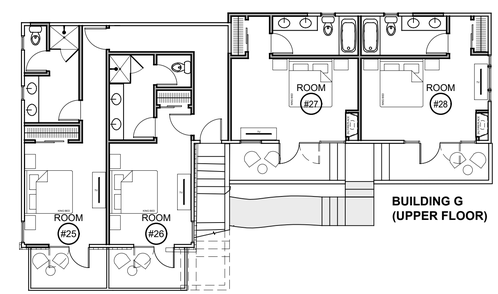


BUILDING E (UPPER FLOOR)

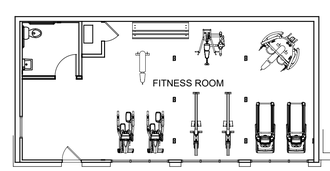


BUILDING F (UPPER FLOOR)

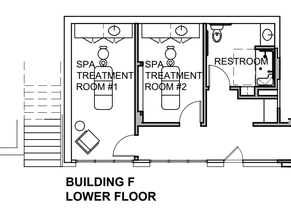
13th STREET



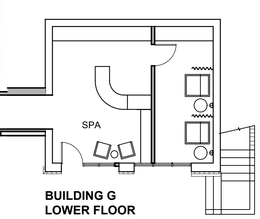
BUILDING G (UPPER FLOOR)



BUILDING E LOWER FLOOR



BUILDING F LOWER FLOOR



BUILDING G LOWER FLOOR

SAN ANTONIO STREET

BUILDINGS KEY PLAN

SCALE: 1/16" = 1'-0"

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LICENSED ARCHITECT
HENRY PETER RUHNKE
No. C21266
REN. 4/30/23
STATE OF CALIFORNIA

CARMEL BEACH HOTEL & SPA
CARMEL-BY-THE SEA - 13th & SAN ANTONIO

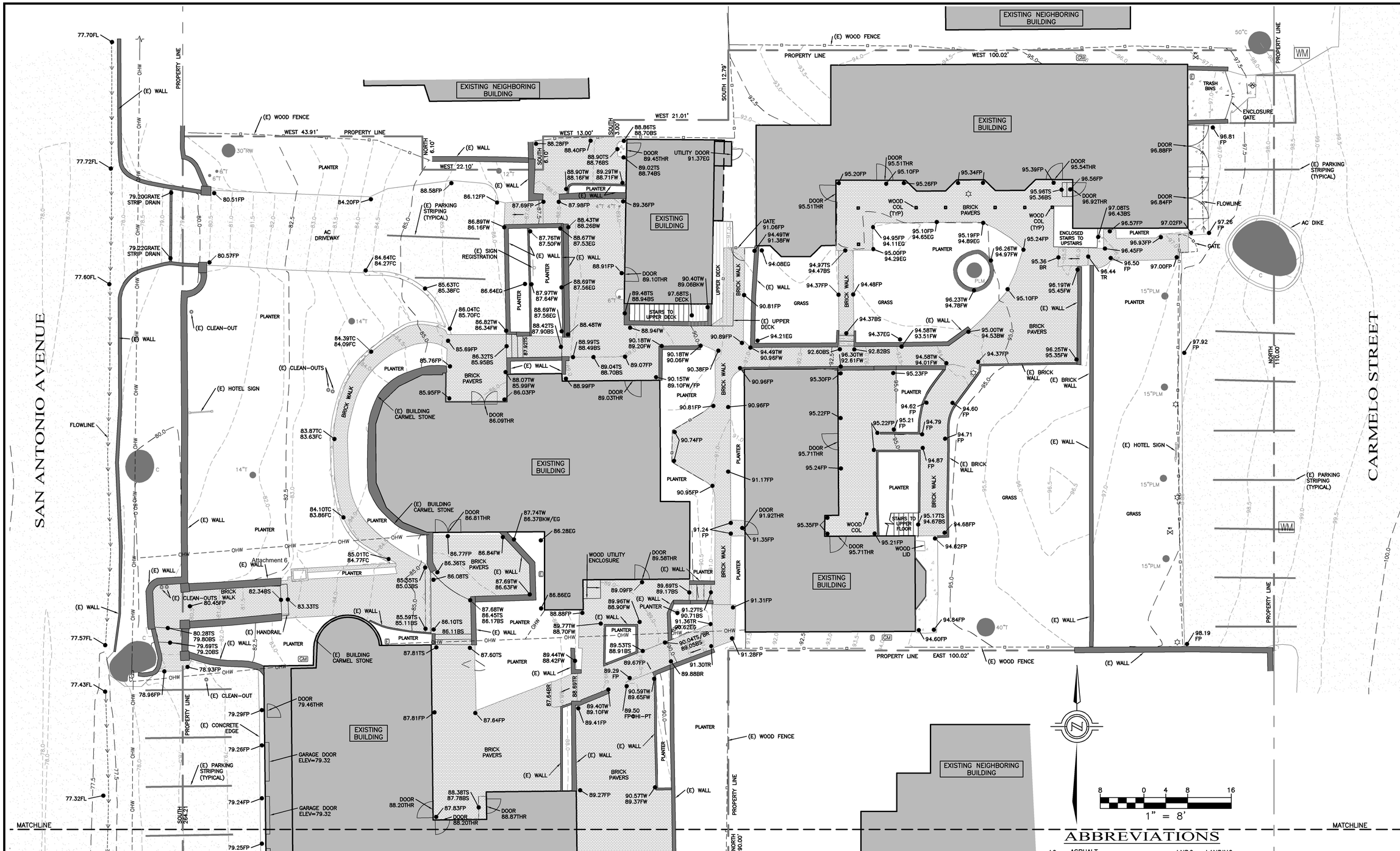
A.P.N.: 010-286-015

JOB NO.: 20019
PRINT DATE:
PLOT DATE: 6.4.2021
DRAWN BY:
CHECKED BY: HR
SET ISSUED:

SHEET NAME: BUILDINGS OVERALL KEY PLAN

SHEET NO.: A004

FILE NAME: 20019-A004



NOTES:

1. BOUNDARY LOCATIONS SHOWN HEREON WERE DETERMINED WITH THE BENEFIT OF A FIELD SURVEY SUPPLEMENTED BY RECORD DATA. ALL BOUNDARY DATA SHOWN HEREON ARE FROM THE RECORDS.

2. ENTITLEMENTS OR ENCUMBRANCES AFFECTING THIS PROPERTY MAY NOT NECESSARILY BE SHOWN.

3. DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.

4. CONTOUR INTERVAL = HALF FOOT.

5. TREE TYPES ARE INDICATED WHERE KNOWN. DIAMETERS OF TREES ARE SHOWN IN INCHES AND ARE APPROXIMATE ONLY, TO BE VERIFIED BY AN APPROVED ARBORIST. TREES SMALLER THAN 6" ARE NOT NECESSARILY SHOWN. DIRECTION OF GROWTH AND DRIP LINE SHAPE TO BE VERIFIED BY OTHERS.

6. POSITION AND DIMENSIONS (IF ANY) OF BUILDINGS AND OTHER STRUCTURES ARE SHOWN HEREON APPROXIMATE ONLY DUE TO MEASUREMENT LIMITATIONS, IRREGULAR SHAPE OF BRICK FACING, POP-OUTS, BULL NOSE CORNERS, ETC.

8. A LOCAL BENCHMARK FOR THIS PROJECT IS A SET MAG NAIL AND SHINER AS SHOWN ON SAN ANTONIO AVENUE, HAVING AN ELEVATION OF 77.56, BASED ON AN ASSUMED DATUM. SEE SHEET 2 OF 2.

9. THIS MAP CORRECTLY REPRESENTS A SURVEY PREPARED BY ME AND/OR UNDER MY DIRECTION, FROM FIELD DATA COLLECTED IN DECEMBER 2020.

PROFESSIONAL LAND SURVEYOR — FRANK LUCIDO JR — Exp. 12-31-21 — No. 8368 — STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER — CHRISTOPHER J. STOUT — No. 59685 — EXP. 12-31-21 — CIVIL — STATE OF CALIFORNIA

LEGEND

	PROPERTY LINE
85	MAJOR CONTOUR
84	MINOR CONTOUR
	BUILDING
	EDGE OF PAVEMENT/PAVERS
	FLOWLINE
	WOOD FENCE
OHW	OVERHEAD WIRES

SYMBOLS

WM	WATER METER
	WATER VALVE
E	ELECTRIC METER
GM	GAS METER
	AREA LIGHT/LIGHT POLE
	UTILITY POLE

ABBREVIATIONS

AC	ASPHALT	LNDG	LANDING
BS	BOTTOM STEP	O	OAK TREE
BKW	BACK OF WALL/GROUND	P	PINE TREE
BR	BOTTOM RAMP	PLM	PALM TREE
C	CYPRESS TREE	RW	REDWOOD TREE
E	EXISTING	T	TREE
EG	EXISTING GROUND	TC	TOP OF CURB
ELEV	ELEVATION	THR	THRESHOLD
FC	FACE OF CURB	TR	TOP RAMP
FL	FLOWLINE	TS	TOP STEP
FP	FINISH PAVEMENT	TW	TOP OF WALL
		TYP	TYPICAL

HATCH

- AC PAVEMENT
- CONCRETE
- BUILDING
- WALL
- PAVERS

L&S ENGINEERING AND SURVEYING, INC
2460 Garden Road, Suite G, Monterey, California 93940
P: 831 655.2723 F: 831 655.3425
LandSengineers.com

DRAWN BY: BM
DESIGNED BY:
DATE: 1-20-2021
SCALE: 1"=8'
JOB NUMBER: 20-75
LAST REVISED:
REVISED BY:

TOPOGRAPHIC SURVEY

COLONIAL TERRACE INN
NE13TH AND SAN ANTONIO,
CARMEL-BY-THE-SEA, CA
APN: 010-286-015

SHEET 1 OF 2 SHEETS

L&S ENGINEERING AND SURVEYING, INC
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DRAWN BY:	BM
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TOPOGRAPHIC SURVEY

COLONIAL TERRACE INN
NE13TH AND SAN ANTONIO,
CARMEL-BY-THE-SEA, CA
APN: 010-286-015

SHEET 2 OF 2 SHEETS

NOTES:

1. BOUNDARY LOCATIONS SHOWN HEREON WERE DETERMINED WITH THE BENEFIT OF A FIELD SURVEY SUPPLEMENTED BY RECORD DATA. ALL BOUNDARY DATA SHOWN HEREON ARE FROM THE RECORDS.

2. ENTITLEMENTS OR ENCUMBRANCES AFFECTING THIS PROPERTY MAY NOT NECESSARILY BE SHOWN.

3. DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.

4. CONTOUR INTERVAL = HALF FOOT.

5. TREE TYPES ARE INDICATED WHERE KNOWN. DIAMETERS OF TREES ARE SHOWN IN INCHES AND ARE APPROXIMATE ONLY, TO BE VERIFIED BY AN APPROVED ARBORIST. TREES SMALLER THAN 6" ARE NOT NECESSARILY SHOWN. DIRECTION OF GROWTH AND DRIP LINE SHAPE TO BE VERIFIED BY OTHERS.

6. POSITION AND DIMENSIONS (IF ANY) OF BUILDINGS AND OTHER STRUCTURES ARE SHOWN HEREON APPROXIMATE ONLY DUE TO MEASUREMENT LIMITATIONS, IRREGULAR SHAPE OF BRICK FACING, POP-OUTS, BULL NOSE CORNERS, ETC.

7. NOT ALL UTILITY BOXES AND/OR UTILITY STRUCTURES ARE SHOWN INCLUDING BUT NOT LIMITED TO HOSE BIBS AND IRRIGATION VALVES. ONLY THE VISIBLE UTILITY BOXES AND/OR UTILITY STRUCTURES THAT WERE CONSIDERED TO CONVEY THE GENERAL UTILITY CONDITIONS ARE SHOWN.

8. A LOCAL BENCHMARK FOR THIS PROJECT IS A SET MAG NAIL AND SHINER AS SHOWN ON SAN ANTONIO AVENUE, HAVING AN ELEVATION OF 77.56, BASED ON AN ASSUMED DATUM. SEE SHEET 2 OF 2.

9. THIS MAP CORRECTLY REPRESENTS A SURVEY PREPARED BY ME AND/OR UNDER MY DIRECTION, FROM FIELD DATA COLLECTED IN DECEMBER 2020.

PROFESSIONAL LAND SURVEYOR — FRANK LUCIDO JR. — Exp. 12-31-21 — No. 8368 — STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER — CHRISTOPHER S. STOUT — No. 59685 — EXP. 12-31-21 — CIVIL — STATE OF CALIFORNIA

LEGEND

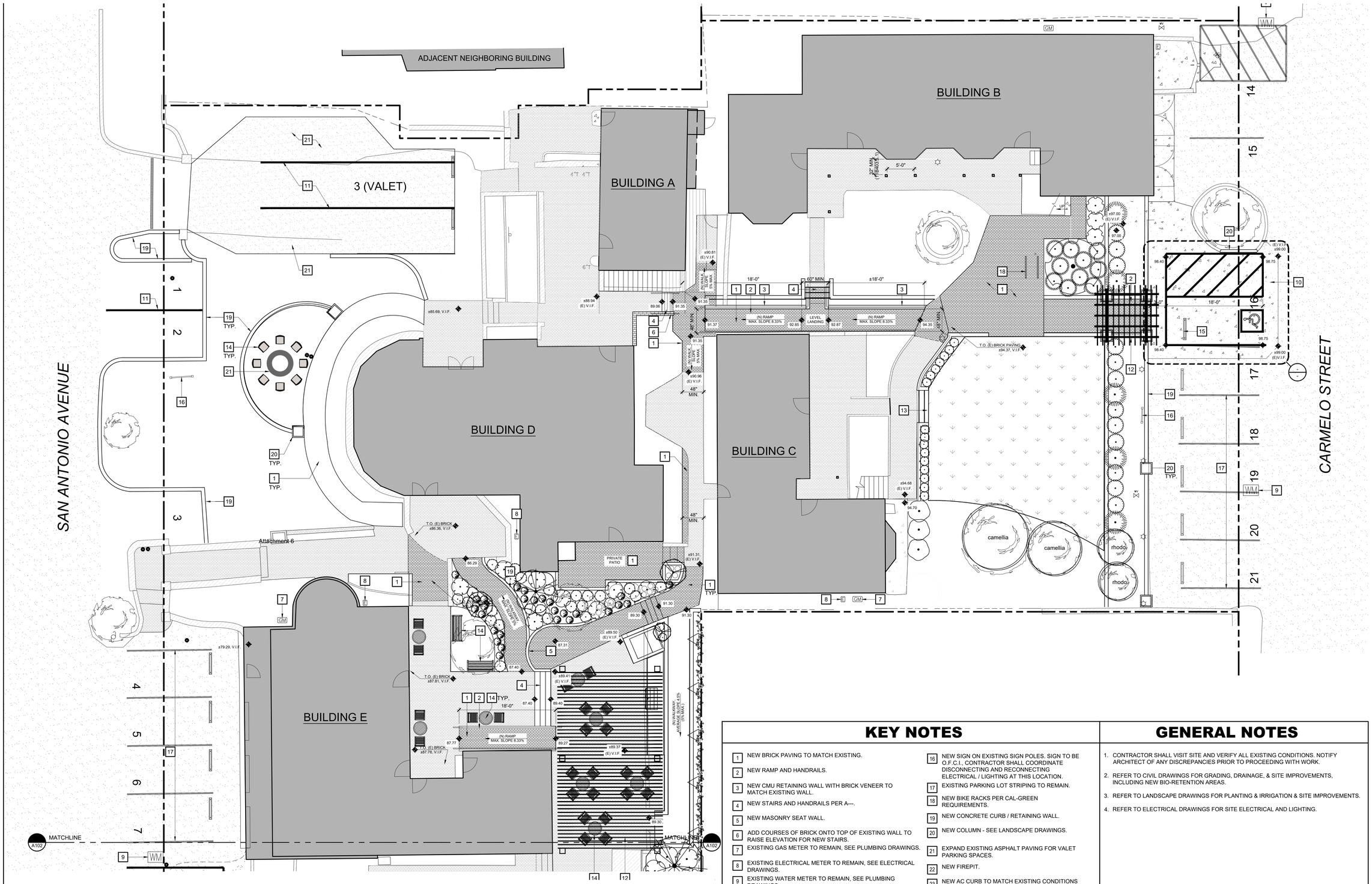
	PROPERTY LINE
85	MAJOR CONTOUR
84	MINOR CONTOUR
	BUILDING
	EDGE OF PAVEMENT/PAVERS
	FLOWLINE
	WOOD FENCE
OHW	OVERHEAD WIRES

SYMBOLS

WM	WATER METER
	WATER VALVE
E	ELECTRIC METER
GM	GAS METER
	AREA LIGHT/LIGHT POLE
	UTILITY POLE

ABBREVIATIONS

AC	ASPHALT	LNDG	LANDING
BS	BOTTOM STEP	O	OAK TREE
BKW	BACK OF WALL/GROUND	P	PINE TREE
BR	BOTTOM RAMP	PLM	PALM TREE
C	CYPRESS TREE	RW	REDWOOD TREE
E	EXISTING	T	TREE
EG	EXISTING GROUND	TC	TOP OF CURB
ELEV	ELEVATION	THR	THRESHOLD
FC	FACE OF CURB	TR	TOP RAMP
FL	FLOWLINE	TS	TOP STEP
FP	FINISH PAVEMENT	TW	TOP OF WALL
		TYP	TYPICAL



PLAN NORTH

PARTIAL SITE PLAN

SCALE: 1/8"=1'-0"

KEY NOTES

1. NEW BRICK PAVING TO MATCH EXISTING.
2. NEW RAMP AND HANDRAILS.
3. NEW CMU RETAINING WALL WITH BRICK VENEER TO MATCH EXISTING WALL.
4. NEW STAIRS AND HANDRAILS PER A---.
5. NEW MASONRY SEAT WALL.
6. ADD COURSES OF BRICK ONTO TOP OF EXISTING WALL TO RAISE ELEVATION FOR NEW STAIRS.
7. EXISTING GAS METER TO REMAIN, SEE PLUMBING DRAWINGS.
8. EXISTING ELECTRICAL METER TO REMAIN, SEE ELECTRICAL DRAWINGS.
9. EXISTING WATER METER TO REMAIN, SEE PLUMBING DRAWINGS.
10. NEW CONCRETE PAVING AT NEW VAN ACCESSIBLE ADA PARKING SPACE.
11. NEW PARKING STRIPING.
12. NEW PERGOLA - SEE LANDSCAPE DRAWINGS.
13. NEW STEPS AND CURB - SEE LANDSCAPE DRAWINGS.
14. NEW SEATING / TABLES - SEE LANDSCAPE DRAWINGS.
15. NEW CONCRETE WHEEL STOPS, PAINTED WHITE TO MATCH EXISTING.
16. NEW SIGN ON EXISTING SIGN POLES. SIGN TO BE O.F.C.I., CONTRACTOR SHALL COORDINATE DISCONNECTING AND RECONNECTING ELECTRICAL / LIGHTING AT THIS LOCATION.
17. EXISTING PARKING LOT STRIPING TO REMAIN.
18. NEW BIKE RACKS PER CAL-GREEN REQUIREMENTS.
19. NEW CONCRETE CURB / RETAINING WALL.
20. NEW COLUMN - SEE LANDSCAPE DRAWINGS.
21. EXPAND EXISTING ASPHALT PAVING FOR VALET PARKING SPACES.
22. NEW FIREPIT.
23. NEW AC CURB TO MATCH EXISTING CONDITIONS SEE LANDSCAPE DRAWINGS.

GENERAL NOTES

1. CONTRACTOR SHALL VISIT SITE AND VERIFY ALL EXISTING CONDITIONS. NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH WORK.
2. REFER TO CIVIL DRAWINGS FOR GRADING, DRAINAGE, & SITE IMPROVEMENTS, INCLUDING NEW BIO-RETENTION AREAS.
3. REFER TO LANDSCAPE DRAWINGS FOR PLANTING & IRRIGATION & SITE IMPROVEMENTS.
4. REFER TO ELECTRICAL DRAWINGS FOR SITE ELECTRICAL AND LIGHTING.

55

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THE USE OF THE PLANS AND SPECIFICATIONS IS RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED, AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD IN WHOLE OR IN PART IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH THE ARCHITECT, AND VISUAL CONTACT WITH THEM CONSTITUTES PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS.

LICENSED ARCHITECT
HENRY PETER RUHNKE
No. C21266
REN. 4/30/23
STATE OF CALIFORNIA

CARMEL BEACH HOTEL & SPA
CARMEL-BY-THE SEA - 13th & SAN ANTONIO

A.P.N.: 010-286-015

JOB NO.: 20019

PRINT DATE:

PLOT DATE: 6.4.2021

DRAWN BY:

CHECKED BY: MH

SET ISSUED:

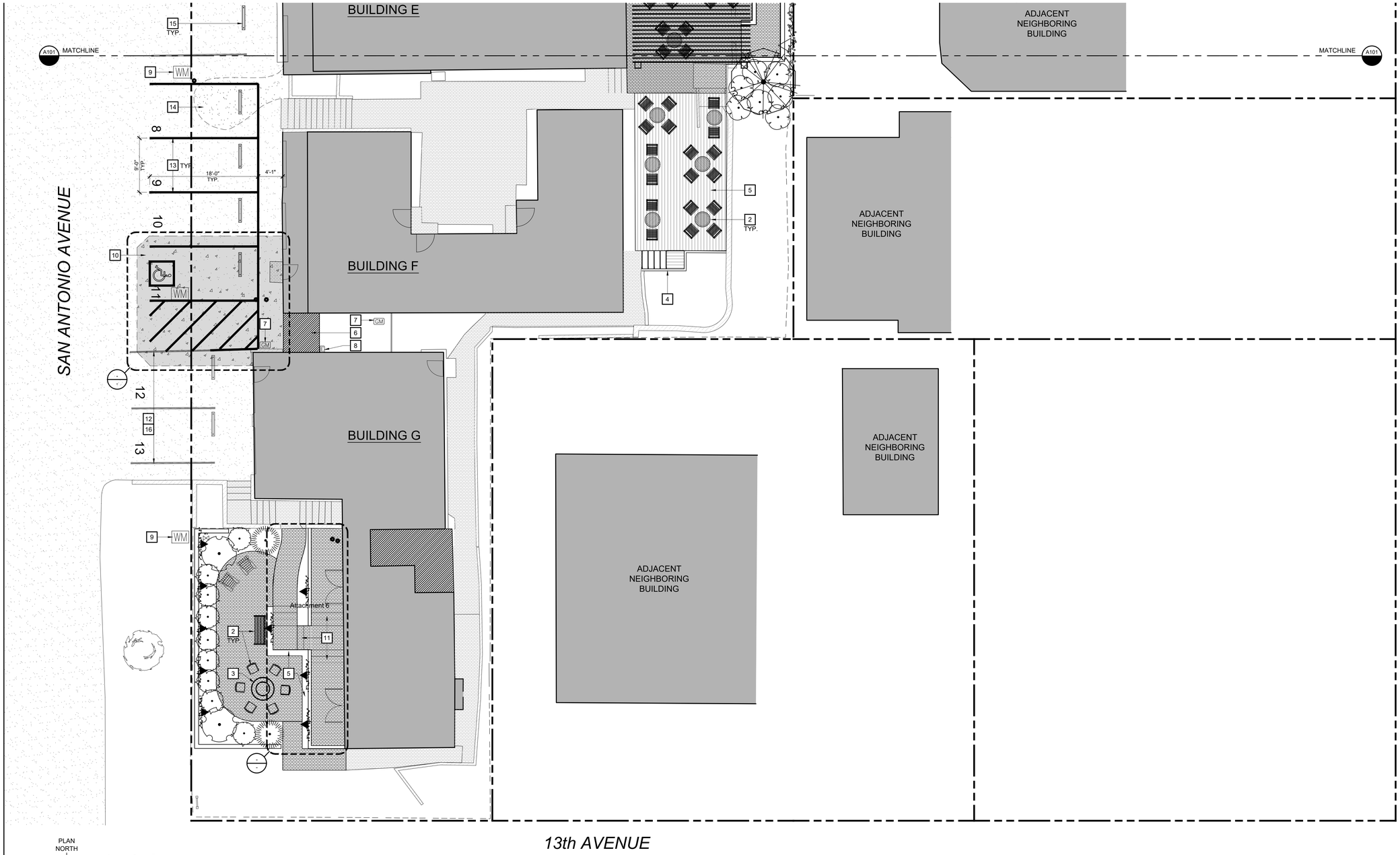
SHEET NAME:

PARTIAL SITE PLAN

SHEET NO.:

A101

FILE NAME: 20019-A101



PARTIAL SITE PLAN

SCALE: 1/8"=1'-0"

KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO THE FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

1. NEW BRICK PAVING TO MATCH EXISTING.
2. NEW SEATING AND TABLES - SEE LANDSCAPE DRAWINGS.
3. NEW FIREPIT - SEE LANDSCAPE DRAWINGS.
4. NEW STAIRS AND HANDRAILS.
5. NEW WOOD DECK OVER EXISTING PAVERS.
6. NEW RETAINING WALL AND BUILDING CONNECTION. SEE FLOORPLAN A208 AND STRUCTURAL DRAWINGS.
7. EXISTING GAS METER TO REMAIN, SEE PLUMBING DRAWINGS.
8. EXISTING ELECTRICAL METER TO REMAIN, SEE ELECTRICAL DRAWINGS.
9. EXISTING WATER METER TO REMAIN, SEE PLUMBING DRAWINGS.
10. NEW CONCRETE PAVING AT NEW VAN ACCESSIBLE ADA PARKING SPACE.
11. NEW WALKWAY, STEPS AND PORCH AT BUILDING G, SEE ENLARGED FLOORPLAN AND STRUCTURAL DRAWINGS.
12. EXISTING PARKING LOT STRIPING TO REMAIN.
13. NEW PARKING LOT STRIPING PER CITY STANDARDS.
14. IN-FILL AND PATCH AND REPAIR AC PAVING TO MATCH EXISTING AFTER REMOVAL OF PLANTER AT THIS LOCATION.
15. NEW CONCRETE WHEEL STOPS, PAINTED WHITE TO MATCH EXISTING.
16. EXISTING CONCRETE WHEEL STOPS TO REMAIN.

GENERAL NOTES

1. CONTRACTOR SHALL VISIT SITE AND VERIFY ALL EXISTING CONDITIONS. NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH WORK.
2. REFER TO CIVIL DRAWINGS FOR GRADING, DRAINAGE, & SITE IMPROVEMENTS, INCLUDING NEW BIO-RETENTION AREAS.
3. REFER TO LANDSCAPE DRAWINGS FOR PLANTING & IRRIGATION & SITE IMPROVEMENTS.
4. REFER TO ELECTRICAL DRAWINGS FOR SITE ELECTRICAL AND LIGHTING.

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LICENSED ARCHITECT
HENRY PETER RUHNKE
No. C21266
REN. 4/30/23
STATE OF CALIFORNIA

CARMEL BEACH HOTEL & SPA
CARMEL-BY-THE SEA - 13th & SAN ANTONIO

A.P.N.: 010-286-015

JOB NO.: 20019
PRINT DATE:
PLOT DATE: 6.4.2021
DRAWN BY:
CHECKED BY: MH
SET ISSUED:

SHEET NAME: PARTIAL SITE PLAN

SHEET NO.: A102

FILE NAME: 20019-A102

WINDOW SCHEDULE

WINDOW NUMBER	WINDOW TYPE	GLAZING SINGLE	GLAZING DOUBLE	NOMINAL SIZE WIDTH	NOMINAL SIZE HEIGHT	DETAIL REFERENCE HEAD	DETAIL REFERENCE JAMB	DETAIL REFERENCE SILL	GLASS TYPE	FIRE RATING	NOTES
A1	1.0		●	5'-0"	4'-9"	SEE WINDOW TYPES			G-01	-	WOOD
A2	1.0		●	6'-0"	4'-9"				G-01	-	WOOD
A3	2.0		●	1'-10"	2'-2"				G-01	-	WOOD
A4	2.0		●	1'-10"	2'-2"				G-01	-	WOOD
A5	3.0		●	5'-0"	7'-3"				G-01	-	WOOD
A6	4.0		●	2'-6"	4'-9"				G-01	-	WOOD
A7	2.0		●	3'-0"	2'-0"				G-02	-	WOOD
B1	5.0		●	2'-0"	5'-7"				G-01	-	WOOD WINDOW
B2	5.1		●	5'-0"	5'-7"				G-01	-	WOOD WINDOW
B3	5.0		●	2'-0"	5'-7"				G-01	-	WOOD WINDOW
B4.1	6.1		●	3'-0"	5'-2"				G-01	-	WOOD WINDOW
B4.2	6.3		●	2'-0"	3'-8"				G-03	-	WOOD WINDOW, WALL BEHIND, FIX SASH
B5	5.0		●	2'-0"	5'-7"				G-01	-	WOOD WINDOW
B6	5.1		●	5'-0"	5'-7"				G-01	-	WOOD WINDOW
B7	5.0		●	2'-0"	5'-7"				G-01	-	WOOD WINDOW
B8	5.0		●	2'-0"	5'-7"				G-01	-	WOOD WINDOW
B9	5.1		●	5'-0"	5'-7"				G-01	-	WOOD WINDOW
B10	5.0		●	2'-0"	5'-7"				G-01	-	WOOD WINDOW
B11	6.3		●	2'-0"	3'-8"				G-01	-	WOOD WINDOW
B12	6.3		●	2'-0"	3'-8"				G-01	-	WOOD WINDOW
B13	6.3		●	2'-0"	3'-8"				G-01	-	WOOD WINDOW
B14	6.3		●	2'-0"	3'-8"				G-01	-	WOOD WINDOW
B15	6.1		●	3'-6"	5'-2"				G-01	-	WOOD WINDOW
B16	6.1		●	3'-6"	5'-2"				G-01	-	WOOD WINDOW
B17	6.1		●	3'-0"	5'-2"				G-01	-	WOOD WINDOW
B18.1	6.2		●	3'-6"	5'-2"				G-01	-	WOOD WINDOW
B18.2	6.2		●	3'-6"	5'-2"				G-01	-	WOOD WINDOW
B19	6.0		●	2'-0"	5'-2"				G-01	-	WOOD WINDOW
B20	6.0		●	2'-0"	5'-2"				G-01	-	WOOD WINDOW
B21	6.2		●	4'-0"	5'-2"				G-01	-	WOOD WINDOW
B22	6.3		●	2'-0"	3'-8"				G-01	-	WOOD WINDOW
B23	6.3		●	1'-6"	3'-8"				G-01	-	WOOD WINDOW
C1	4.2		●	4'-0"	4'-4"				G-01	-	WOOD
C2	4.2		●	4'-0"	4'-4"				G-01	-	WOOD
C3	4.1		●	3'-0"	4'-4"				G-01	-	WOOD
C4	4.1		●	3'-0"	4'-4"				G-01	-	WOOD
C5	4.3		●	2'-0"	3'-8"				G-01	-	WOOD
C6	6.0		●	2'-4"	4'-4"				G-01	-	WOOD WINDOW
C7	6.1		●	4'-0"	4'-4"				G-01	-	WOOD WINDOW
C8	6.0		●	2'-4"	4'-4"				G-01	-	WOOD WINDOW
C9	5.1		●	4'-0"	4'-4"				G-01	-	WOOD WINDOW
C10	5.1		●	4'-0"	4'-4"				G-01	-	WOOD WINDOW
C11	4.2		●	4'-0"	4'-4"				G-01	-	WOOD
C12	4.1		●	3'-0"	4'-4"				G-01	-	WOOD
C13	4.2		●	4'-0"	4'-4"				G-01	-	WOOD
C14	4.1		●	3'-0"	4'-4"				G-01	-	WOOD
C15.1	6.3		●	2'-6"	3'-6"				G-01	-	WOOD WINDOW
C15.2	6.3		●	2'-6"	3'-6"				G-03	-	WOOD WINDOW, WALL BEHIND, FIX SASH
C16	6.1		●	3'-0"	4'-4"				G-01	-	WOOD WINDOW
C17	6.1		●	4'-0"	4'-4"				G-01	-	WOOD WINDOW
C18	4.1		●	4'-0"	4'-4"				G-01	-	WOOD

Attachment 6

WINDOW SCHEDULE

WINDOW NUMBER	WINDOW TYPE	GLAZING SINGLE	GLAZING DOUBLE	NOMINAL SIZE WIDTH	NOMINAL SIZE HEIGHT	DETAIL REFERENCE HEAD	DETAIL REFERENCE JAMB	DETAIL REFERENCE SILL	GLASS TYPE	FIRE RATING	NOTES
D1	(E)	●		1'-9"	5'-0"	SEE WINDOW TYPES			(E)	-	(E) STAINED GLASS
D2	(E)	●		1'-9"	5'-0"				(E)	-	(E) STAINED GLASS
D3	(E)	●		1'-9"	5'-0"				(E)	-	(E) STAINED GLASS
D4	(E)	●		7'-0"	5'-0"				(E)	-	(E) STAINED GLASS
D5	(E)	●		1'-9"	5'-0"				(E)	-	(E) STAINED GLASS
D6	(E)	●		1'-9"	5'-0"				(E)	-	(E) STAINED GLASS
D7	(E)	●		1'-9"	5'-0"				(E)	-	(E) STAINED GLASS
D8	3.1		●	5'-0"	7'-3"				G-01	-	WOOD
D9	3.1		●	5'-0"	7'-3"				G-01	-	WOOD
D10.1	8.0		●	3'-6"	5'-0"				G-01	-	WOOD
D10.2	7.0		●	2'-0"	6'-0"				G-01	-	WOOD
D10.3	8.0		●	4'-0"	5'-0"				G-01	-	WOOD
D10.4	4.3		●	2'-0"	5'-0"				G-01	-	WOOD
D11	7.0		●	2'-0"	5'-0"				G-01	-	WOOD
D12	7.1		●	2'-0"	5'-0"				G-01	-	WOOD
D13	7.0		●	2'-0"	5'-0"				G-01	-	WOOD
D14	7.1		●	2'-0"	5'-0"				G-01	-	WOOD
D15	7.0		●	2'-0"	5'-0"				G-01	-	WOOD
D16.1	7.0		●	2'-0"	5'-0"				G-04	-	WOOD
D16.2	7.1		●	2'-0"	5'-0"				G-04	-	WOOD
D16.3	7.0		●	2'-0"	5'-0"				G-04	-	WOOD
D17	8.1		●	2'-4"	6'-8"				G-01	-	WOOD
E1	9.0		●	8'-0"	7'-0"				G-01	-	WOOD
E2	9.0		●	8'-0"	7'-0"				G-01	-	WOOD
E3	9.0		●	8'-0"	7'-0"				G-01	-	WOOD
E4	4.0		●	2'-0"	3'-0"				G-01	-	WOOD
E5	4.1		●	3'-0"	4'-6"				G-01	-	WOOD
E6.1	4.1		●	2'-6"	3'-0"				G-01	-	WOOD
E6.2	4.2		●	2'-10"					G-03	-	WOOD WINDOW, WALL BEHIND, FIX SASH
E6.3	4.0		●	2'-6"					G-03	-	WOOD WINDOW, WALL BEHIND, FIX SASH
E6.4	4.2 (SIM.)		●	3'-0"					G-01	-	WOOD
E7	4.1		●	3'-0"	4'-6"				G-01	-	WOOD
E8	4.1		●	3'-0"	4'-6"				G-01	-	WOOD
E9	10.0		●	6'-0"	4'-6"				G-01	-	WOOD
E10	10.1		●	2'-0"	4'-6"				G-01	-	WOOD
E11	10.0		●	6'-0"	4'-6"				G-01	-	WOOD
F1	9.0		●	8'-0"	7'-0"				G-01	-	WOOD
F2	9.0		●	8'-0"	7'-0"				G-01	-	WOOD
F4	8.2		●	2'-6"	6'-8"				G-01	-	WOOD
F5	4.1		●	3'-0"	4'-2"				G-01	-	WOOD
F6	4.1		●	3'-0"	4'-2"				G-01	-	WOOD
F7	4.0		●	2'-0"	3'-2"				G-01	-	WOOD
F8	4.1		●	3'-0"	4'-2"				G-01	-	WOOD
F9	4.1		●	3'-0"	4'-2"				G-01	-	WOOD
F10	4.1		●	3'-0"	4'-2"				G-01	-	WOOD
F11	4.1		●	3'-0"	4'-2"				G-01	-	WOOD
F12	4.1		●	3'-0"	4'-2"				G-01	-	WOOD
F13	4.1		●	3'-0"	4'-2"				G-01	-	WOOD
F14	4.1		●	3'-0"	4'-2"				G-01	-	WOOD
F15	4.1		●	3'-0"	4'-2"				G-01	-	WOOD

WINDOW SCHEDULE

WINDOW NUMBER	WINDOW TYPE	GLAZING SINGLE	GLAZING DOUBLE	NOMINAL SIZE WIDTH	NOMINAL SIZE HEIGHT	DETAIL REFERENCE HEAD	DETAIL REFERENCE JAMB	DETAIL REFERENCE SILL	GLASS TYPE	FIRE RATING	NOTES
G1	11.0		●	4'-6'	6'-8"	SEE WINDOW TYPES			G-01	-	WOOD
G2	11.1		●	8'-0"	6'-8"				G-01	-	WOOD
G3	4.1		●	3'-0"	4'-2"				G-01	-	WOOD
G4	4.1		●	3'-0"	4'-2"				G-01	-	WOOD
G5	8.2		●	3'-6"	6'-8"				G-01	-	WOOD
G6	8.2		●	2'-2"	6'-8"				G-01	-	WOOD
G7	8.2		●	2'-2"	6'-8"				G-01	-	WOOD
G8.1	5.0		●	1'-6"	4'-2"				G-01	-	WOOD
G8.2	8.0		●	3'-2"	4'-2"				G-01	-	WOOD
G8.3	5.0		●	1'-6"	4'-2"				G-01	-	WOOD
G9	4.0		●	2'-0'	3'-2"				G-01	-	WOOD
G10	4.0		●	2'-0"	3'-2"				G-01	-	WOOD
G11	4.0		●	2'-0"	3'-2"				G-01	-	WOOD
G12	4.0		●	2'-0"	3'-2"				G-01	-	WOOD
G13	4.1		●	3'-0"	4'-2"				G-01	-	WOOD

GLASS TYPES:

GL-01: 1" CLEAR I.G.U. (INSULATED GLASS UNIT)
(1/4" SOLARBAN 60 - #2, 1/4" AIR, 1/4" CLEAR)

GL-02: 1" FROSTED I.G.U.
(1/4" SOLARBAN 60 - #2, 1/4" AIR, 1/4" FROSTED)

GL-03: 1" SPANDREL I.G.U.
(1/4" SOLARBAN 60 - 2", 1/4" AIR, 1/4" FROSTED)

GL-04: 1/4" CLEAR

GL-05:

WINDOW NOTES

1. CONTRACTOR IS RESPONSIBLE FOR REVIEWING FLOOR PLAN AND EXTERIOR / INTERIOR ELEVATIONS FOR VERIFICATION OF QUANTITY AND LOCATIONS OF ALL WINDOW TYPES.
2. ALL DIMENSIONS SHOWN ON WINDOW SCHEDULE ARE ROUGH OPENING DIMENSIONS, COORDINATE WITH MANUFACTURE FOR EXACT WINDOW FRAME DIMENSIONS AND ALL DIMENSIONS TO BE VERIFIED IN FIELD PRIOR TO ORDERING.
3. WHERE THE TOP OF THE WINDOW SILL IS LOCATED LESS THAN 24-INCHES ABOVE THE FINISHED FLOOR AND GREATER THAN 72-INCHES ABOVE THE FINISHED GRADE OR OTHER SURFACE BELOW ON THE EXTERIOR OF THE BUILDING, THE OPERABLE WINDOW SHALL BE EQUIPPED WITH WINDOW OPENING CONTROL DEVICES COMPLYING WITH ASTM F2090. THE WINDOW OPENING CONTROL DEVICE, AFTER OPERATION TO RELEASE THE CONTROL DEVICE ALLOWING THE WINDOW TO FULLY OPEN, SHALL NOT REDUCE THE NET CLEAR OPENING AREA OF THE WINDOW TO LESS THAN SPECIFIED IN NOTE 4.
4. EVERY SLEEPING ROOM SHALL BE EQUIPPED WITH EMERGENCY ESCAPE & RESCUE WINDOWS WITH A NET CLEAR OPENABLE AREA OF NO LESS THAN 5.7 SQUARE FEET. THE NET CLEAR OPENABLE HEIGHT DIMENSION SHALL BE A MINIMUM OF 24 INCHES. THE NET CLEAR WIDTH DIMENSION SHALL BE A
5. MINIMUM OF 20 INCHES.

ALL GLAZING SUBJECT TO HUMAN IMPACT SHALL BE APPROVED SAFETY GLASS AND COMPLY WITH SECTION 2406 OF THE 2019 C.B.C. ALL GLAZING SHALL BE SAFETY GLAZED WHEN LOCATED WITHIN 60" OF THE WALKING SURFACE OR WITHIN 24" HORIZONTAL DISTANCE FROM ANY DOOR. A CERTIFICATE MUST ACCOMPANY ALL GLAZING PRODUCTS STATING THAT THE PRODUCTS CONFIRM WITH APPLICABLE CONSUMER PRODUCT SAFETY STANDARDS.

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LICENSED ARCHITECT
HENRY PETER RUHNKE
No. C21266
REN. 4/30/23
STATE OF CALIFORNIA

CARMEL BEACH HOTEL & SPA
CARMEL-BY-THE SEA - 13th & SAN ANTONIO

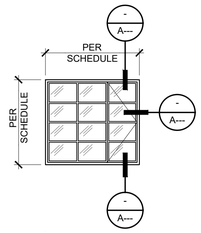
A.P.N.: 010-286-015

JOB NO.: 20019
PRINT DATE:
PLOT DATE: 6.4.2021
DRAWN BY: -
CHECKED BY:
SET ISSUED:

SHEET NAME: WINDOW SCHEDULE

SHEET NO.: A302

FILE NAME: 20019-A200



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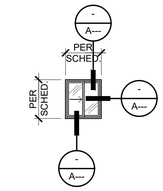

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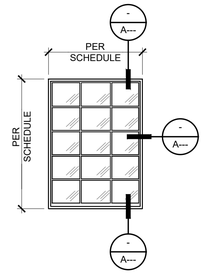

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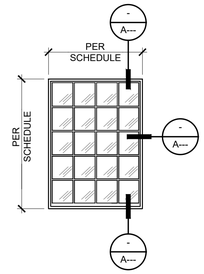

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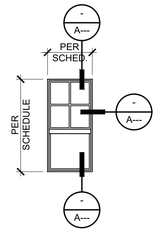

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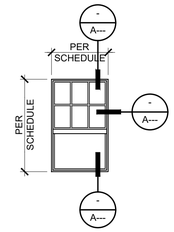

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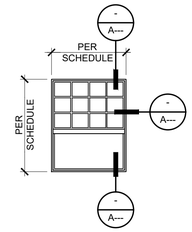

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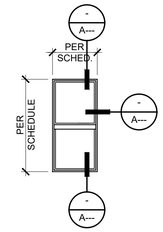

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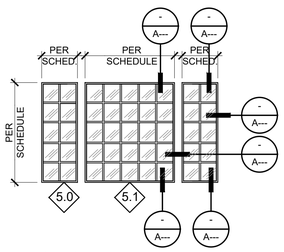

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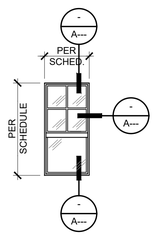

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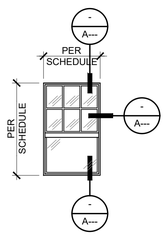

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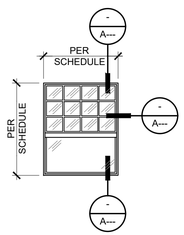

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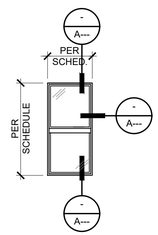

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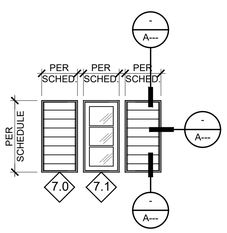

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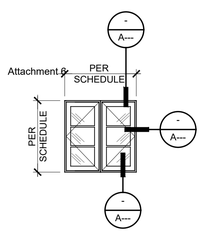

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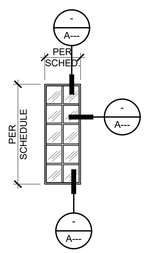

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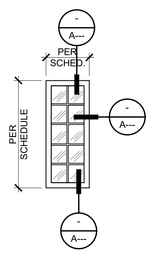

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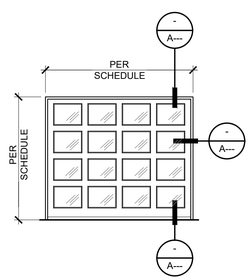

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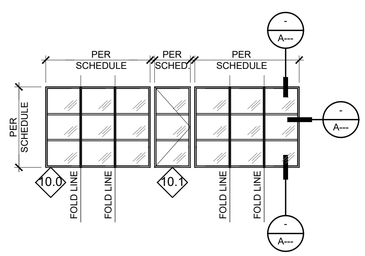

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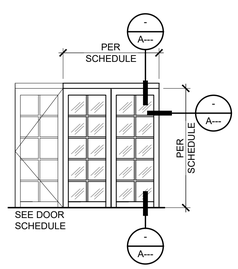

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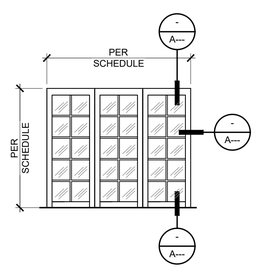

TYPE 11.1 FIXED/CASEMENT WINDOW

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LICENSED ARCHITECT
HENRY PETER RUHNKE
No. C21266
REN. 4/30/23
STATE OF CALIFORNIA

CARMEL BEACH HOTEL & SPA
CARMEL-BY-THE SEA - 13th & SAN ANTONIO

A.P.N.: 010-286-015

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CHECKED BY:
SET ISSUED:

SHEET NAME:
WINDOW TYPES

SHEET NO.:
A303

FILE NAME: 20019-A200

Attachment 7

STATE OF CALIFORNIA

STATE BOARD OF EQUALIZATION
PROPERTY AND SPECIAL TAXES DEPARTMENT
450 N STREET, SACRAMENTO, CALIFORNIA
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STEVE WESTLY
State Controller, Sacramento

RAMON J. HIRSIG
Executive Director

June 2, 2005

No. 2005/035

O COUNTY ASSESSORS AND INTERESTED PARTIES:

NOTICE OF BOARD ACTION

GUIDELINES FOR THE ASSESSMENT OF ENFORCEABLY RESTRICTED HISTORICAL PROPERTY

On May 25, 2005, the Board of Equalization approved the following guidelines pertaining to the assessment of enforceably restricted historical property. These guidelines supersede Letter To Assessors No. 77/174 (dated December 19, 1977).

On June 8, 1976, the voters of California approved Proposition 7 which amended section 8 of article XIII of the California Constitution. This amendment requires that enforceably restricted historical property be valued on a basis that is consistent with its restrictions and uses. Sections 439 through 439.4 were added to the Revenue and Taxation Code to implement Proposition 7. These statutes, in particular section 439.2, prohibit a valuation of enforceably restricted historical property based on sales data and instead require that such property be valued by a prescribed income capitalization method.

Staff drafted these guidelines in consultation with interested parties and, after discussions, no issues remained unresolved. The guidelines discuss the enforceably restricted historical property requirements, the income to be capitalized, the capitalization rate, the effect of Proposition 13 upon enforceably restricted historical properties that undergo change in ownership or new construction, and the valuation of property under notice of nonrenewal.

The guidelines are posted on the Board's website at www.boe.ca.gov/proptaxes/guideproc.htm. We hope this information proves useful and promotes uniformity of assessment for these properties. If you have any questions, please contact our Real Property Technical Services Unit at 916-445-4982.

Sincerely,

/s/ David J. Gau

David J. Gau
Deputy Director
Property and Special Taxes Department

DJG:grs
Enclosure

GUIDELINES FOR THE ASSESSMENT OF ENFORCEABLY RESTRICTED HISTORICAL PROPERTY

HISTORY

Effective March 7, 1973, Chapter 1442 of the Statutes of 1972 (also known as the Mills Act) added sections 50280 through 50289 to the Government Code to allow an owner of qualified historical property to enter into a preservation contract with local government. When property is placed under such a contract, the owner agrees to restore the property if necessary, maintain its historic character, and use it in a manner compatible with its historic characteristics.

Prior to the passage of Proposition 7 in 1976, these agreements (i.e., Mills Act contracts) constituted enforceable restrictions on the use of land within the meaning of Revenue and Taxation Code section 402.1[1] (Property Tax Rule 60, repealed January 10, 1978). However, Proposition 7 added the second paragraph to section 8 of article XIII of the California Constitution:

> To promote the preservation of property of historical significance, the Legislature may define such property and shall provide that when it is enforceably restricted, in a manner specified by the Legislature, it shall be valued for property tax purposes only on a basis that is consistent with its restrictions and uses.

To implement Proposition 7, Chapter 1040 of the Statutes of 1977 (Senate Bill 380) added sections 439 through 439.4 to the Revenue and Taxation Code. These statutes, in particular section 439.2, prohibit a valuation of enforceably restricted historical property based on sales data and instead require that such property be valued by a prescribed income capitalization method.

ENFORCEABLY RESTRICTED HISTORICAL PROPERTY

Under section 439, historical property is "enforceably restricted" if it meets the definition of a "qualified historical property" as defined in Government Code section 50280.1 and is subject to a historical property contract executed pursuant to Government Code section 50280 and following. A qualified historical property includes qualified historical improvements and the land on which the improvements are situated, as specified in the historical property contract. If the contract does not specify the land to be included, the qualified historical property includes only a land area of reasonable size to situate the improvements.

A qualified historical property is privately-owned property that is not exempt from property taxation and that also meets either of the following criteria:

- The property is listed in the National Register of Historic Places, or is located within a registered historic district; or

[1] Unless otherwise noted, all statutory references are to the Revenue and Taxation Code.

- The property is listed in any official state, county, city, or city and county official register of historical or architecturally significant sites, places or landmarks, including the California Register of Historical Resources, California Historical Landmarks, State Points of Historical Interest, local landmarks, and local survey listings of historical properties.

The historical property contract must have a minimum term of ten years, and, as applicable, must contain certain other elements, including the following:

- A provision relating to the preservation of the qualified historical property and, when necessary, the restoration and rehabilitation of the property in conformance with state historic preservation guidelines;
- A requirement for the periodic examination of the property to ensure compliance with the agreement;
- A requirement that the historical property agreement be binding upon successor owners of the qualified historical property; and
- A provision for an automatic one-year extension of the contract, with an additional year added to the initial contract term on each anniversary of the contract, unless either party provides notice of nonrenewal. If a notice of nonrenewal is given, the contract runs for its remaining term.

Once a contract is signed, accepted, and recorded, the property subject to the contract must be assessed under section 439.2 on the ensuing lien date. For example, if a contract were recorded in August 2004, the property should have been valued pursuant to section 439.2 for lien date January 1, 2005.

Local authorities may cancel a historical property agreement for breach of contract or failure to protect the historical property. Alternatively, the local entity may take legal action to enforce the contract.

ASSESSMENT

The assessment of an enforceably restricted historical property involves the following aspects: (1) valuing the restricted historical property; (2) properly applying certain assessment provisions relating to article XIII A of the California Constitution (Prop 13); (3) valuing the restricted historical property following a notice of nonrenewal; and (4) valuing the restricted historical property following cancellation of the contract.

Valuing the Restricted Historical Property

Section 439.2 prohibits the assessor from using sales data relating to similar properties, whether or not enforceably restricted, to value an enforceably restricted historical property. Instead, the assessor must annually value a restricted historical property using an income approach that

follows the specific provisions of section 439.2. These provisions explicitly address (1) the determination of the income to be capitalized, (2) the development of the capitalization rate, (3) the capitalization technique to be used, and (4) the determination of the restricted historical property's taxable value on each lien date.

Income to be Capitalized

As provided in section 439.2(a), the income to be capitalized when valuing a restricted historical property is the property's fair rent less allowed expenditures, or allowed expenses. In general, section 439.2(a) follows Property Tax Rule 8(c), with fair rent in section 439.2 corresponding to gross return in Rule 8(c); allowed expenditures, or allowed expenses, in section 439.2 corresponding to gross outgo in Rule 8(c); and the income to be capitalized in section 439.2 corresponding to net return in Rule 8(c). In addition, for the purposes here, "gross income" is synonymous with fair rent, and "net operating income" is synonymous with the income to be capitalized.

The parties to a historical property agreement may stipulate a minimum annual income to be capitalized, in which case the income to be capitalized may not be less than the stipulated amount.

Fair rent, or gross income. The gross income of a restricted historical property is the fair rent for the property considering the restrictions on the property's use. When establishing the fair rent for a restricted historical property, the appraiser should consider the actual rent and typical rents in the area for similar properties in similar use, where the owner pays the property taxes.

The actual rent received by the owner of the subject restricted historical property is relevant to an estimate of fair market rent only if the actual rent is the same rent that would be expected if the existing lease were renegotiated in light of current market conditions, including the subject property's enforceable restrictions on use. With respect to rents from similar, or comparable, properties, if such rents are from properties outside the geographic or market area of the subject property, or from properties that are otherwise dissimilar to the subject property, the rents may not be relevant to an estimate of the subject property's fair rent.

Comparable rental data for single-family residences can be obtained from real estate brokers, rental agencies, and newspaper ads. Many assessors offices maintain rental data for commercial properties, and this data may be helpful when establishing the fair rent for restricted historical property when the contract allows a commercial use. Rental data for commercial property also can be obtained from commercial real estate brokers. For the purpose of estimating anticipated market fair rent and expenditures for use in calculating the subject property's value, rental and expense data for existing restricted historical properties, including the subject historical property, can be obtained through an annual questionnaire sent to property owners.

If sufficient rental data are not available, or such data are unreliable, the appraiser must impute a gross income for the subject restricted historical property. The imputed income should be based on what an informed investor would reasonably expect the property to yield under prudent management, given the provisions under which the property is enforceably restricted.

Allowed expenditures. Section 439.2(a)(3) defines allowed expenditures, or allowed expenses, as expenses necessary for the maintenance of the property's income. Allowed expenses are the same as those permitted in Property Tax Rule 8(c).

Typical expenses include the cost of utilities, maintenance and repair, insurance and property management. Allowed expenses also may include amounts owing for special assessments and special taxes. Expenses related to debt service, general property taxes, and depreciation should not be deducted.

In general, to arrive at the net income to be capitalized, allowed expenses are subtracted from the estimated rental income. However, in order to properly process the income, the appraiser must be aware of the structure of the lease with regard to how expenses are shared between the landlord-owner and the tenant.

The proper perspective from which to view the processing of income and expenses is that of the landlord-owner. The objective is to estimate the net income to the landlord-owner—this is the amount that should be capitalized—and the correct question to ask is the following: What, if any, allowed expenses must the landlord-owner pay out of the rental income that he or she receives?

In a gross lease, almost all of the allowed expenses must be paid out of the gross rent and, therefore, must be subtracted from the gross rent to arrive at the net income to be capitalized. In a net lease, relatively few allowed expenses must be paid by the landlord-owner out of the net rent (because the tenant pays most expenses) and only these expenses should be subtracted from the net rent to arrive at the net income to be capitalized. Frequently, there is a hybrid arrangement—some expenses are paid by the landlord-owner and some by the tenant. How expenses are shared often depends upon the property type together with local conventions.

Income to be capitalized, or net operating income. The income to be capitalized, or net operating income, is simply the fair rent, or gross income, described above less the allowed expenditures described above.

Capitalization Rate

The method of developing the capitalization rate to be used when valuing restricted historical property is prescribed by statute; a capitalization rate derived from sales data or the band of investment is not permitted.

Section 439.2 prescribes two types of capitalization rates for restricted historical property: (1) a capitalization rate to be used when valuing restricted historical property that is an owner-occupied single-family residence and (2) a capitalization rate to be used when valuing all other restricted historical property. Both types of capitalization rates include components for interest (i.e., yield), risk, property taxes, and amortization of improvements; in fact, the two rates are identical except for the amount of the risk component. The capitalization rate contains the following components:

- An interest component annually determined by the State Board of Equalization and based on the effective rate on conventional mortgages as determined by the Federal Housing Finance Board. The interest component is announced annually, in a Letter To Assessors, by October 1 of the preceding assessment year.

- A historical property risk component determined by property type. For owner-occupied single-family residences, the rate is 4 percent; for all other types of restricted historical property, the rate is 2 percent.

- An amortization component for improvements defined as a percentage equal to the reciprocal of the remaining life of the improvements (e.g., if the remaining economic life of the improvements were 20 years, the amortization component would be 5 percent). Since the amortization component applies only to improvements, not to land, which is a non-depreciating asset, it is necessary to adjust the amortization component described in the statute. We recommend the following method of adjustment:

    1. Based upon market data, estimate the percentage of total property value attributable to improvements.

    2. Multiply this percentage by the amortization component described in the statute (i.e., by the reciprocal of the remaining life of the improvements). For example, if the remaining life of the improvements was 20 years, yielding a reciprocal percentage of 5 percent, and if 70 percent of the total property value was attributable to the improvements, the adjusted amortization factor would be 3.5 percent (0.05 x 0.70 = 0.035).

    3. Add the adjusted amortization component to the other capitalization rate components to arrive at the total capitalization rate.

- A property taxes component equal to the percentage of the estimated total tax rate applicable to the property for the assessment year multiplied by the assessment ratio. Typically, the property tax component includes the basic tax rate of 1 percent plus an additional ad valorem rate related to any bonded indebtedness pertaining to the tax rate area in which the property is located. Special district assessments and special taxes are not included in the property tax component. As noted above, they should be treated as allowed expenses.

Capitalization Technique

The capitalization technique to be used when valuing a restricted historical property is prescribed by statute and is formulaic. Section 439.2(e) provides that the restricted value shall be the income to be capitalized, or net operating income, developed as prescribed by statute, divided by one of the two types of capitalization rates prescribed by statute. In other words, the restricted value is the simple quotient of the prescribed income to be capitalized and the prescribed capitalization rate.

Determination of Taxable Value on Each Lien Date

Section 439.2(d) provides that a historical property's restricted value may not be enrolled if it exceeds either (1) the value of the subject property as determined under section 110 (i.e., current market value) or (2) the value of the subject property as determined under section 110.1 (i.e., factored base year value). In other words, section 439.2 states that the taxable value of a restricted historical property on each lien date shall be the lowest of its restricted value, current market value, or factored base year value. The factored base year value for an enforceably restricted historical property is the value that was established for the 1975 lien date[2] or as of the date of the most recent change in ownership, whichever is later, adjusted by the annual inflation factor.

Article XIII A (Prop 13) Considerations

This section discusses how three important elements relating to implementation of article XIII A—change in ownership, new construction, and supplemental assessment—relate to the assessment of restricted historical property. Also discussed is the case in which only a portion of a property is subject to the historical property agreement—that is, the case in which a single property unit contains both restricted and unrestricted portions.

Change in Ownership

When a property subject to a historical property contract undergoes a change in ownership, a new base year value should be established for the property as of the date of change in ownership, as provided in section 110.1. Typically, a restricted historical property's base year value will be greater than its restricted value determined under section 439.2 and hence will not be enrolled as the property's taxable value. However, the establishment of a new base year value enables the assessor to perform the three-way value comparison prescribed by section 439.2(d) and described above. The establishment of a base year value is also necessary in order to calculate the assessed values of historical property should the historical property agreement enter nonrenewal status.

New Construction

Section IV of National Register Bulletin #15 defines a "building" as follows:

> A building, such as a house, barn, church, hotel, or similar construction, is created principally to shelter any form of human activity. "Building" may also be used to refer to a historically and functionally related unit, such as a courthouse and jail or a house and barn.

Section IV further specifies that "[b]uildings eligible for the National Register must include all of their basic structural elements. Parts of buildings, such as interiors, facades, or wings, are not eligible independent of the rest of the existing building. The whole building must be considered,

[2] Sections 110.1(d) and 405.5 do not apply to historical properties under contract as of lien date 1975 because the constitutional amendment which placed the valuation of historical property under article XIII rather than article XIII A had not yet been passed and, thus, was not in effect for the 1975 lien date.

and its significant features must be identified." Thus, eligibility for the National Register is determined by the extent to which the basic structural elements of an existing building are intact. In general, a newly constructed building would not be eligible because it is not an existing building with basic structural elements.[3]

Also, a newly constructed building is not a historic resource, and, thus, is not a qualified historical property within the meaning of Government Code section 50280.1. For example, a newly constructed detached garage (assuming it is not a reconstruction of a historical garage) clearly would not be eligible because it has no significance in American history or architecture, nor does it meet any of the other requisite criteria.

Bulletin 15, however, does list one type of newly constructed property that may be eligible for inclusion under the Mills Act. A reconstructed historic building is eligible for the National Register if the reconstruction is "accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived."

The historical property contract typically specifies the scope and type of any work to be performed on the historical improvements. Improvements existing as of the date of the contract would be subject to the provisions of section 439.2 unless specifically excluded by the contract. Any new construction made to the historical structure after the issuing date of the contract would not be subject to the provisions of section 439.2 unless specifically included in the contract or an amendment to the contract. Any questions regarding new construction to enforceably restricted historical structures should be directed to the counsel of the legislative body of the city, county, or city and county that contracted with the property owner.

Assuming that the newly constructed property is subject to the historical property contract, a base year value should be established for the newly constructed portion and this value added to the factored base year value of the existing restricted property.

In some cases, an existing historical property may include a portion that is restricted (i.e., subject to a historical property contract) and a portion that is unrestricted. In this case, separate factored base year values should be maintained for the restricted and unrestricted portions and the base year value of any newly constructed property added to the appropriate portion. The assessment treatment of this type of property is discussed further below.

Supplemental Assessment

Although the assessor is required to establish a new base year value upon a change in ownership or completed new construction involving restricted historical property, such property is not subject to supplemental assessment. As provided in Revenue and Taxation Code section 75.14:

> **Supplemental assessment; limitation**. A supplemental assessment pursuant to this chapter shall not be made for any property not subject to the assessment

[3] National Register Bulletin 15, "How to Apply the National Register Criteria for Evaluation," U.S. Department of the Interior, National Park Service (www.cr.nps.gov/nr/publications/).

> limitations of Article XIII A of the California Constitution. All property subject to the assessment limitations of Article XIII A of the California Constitution shall be subject to the provisions of this chapter, except as otherwise provided in this article.

As discussed above, the assessment of enforceably restricted historical property is subject to the provisions of article XIII, section 8 of the California Constitution, not article XIII A. Thus, section 75.14 precludes the assessor from enrolling supplemental assessments for enforceably restricted historical property.

Historical property not yet under contract that undergoes a change in ownership or new construction is subject to supplemental assessment, even if the property owner later executes a historical property contract in the same fiscal year. Also, any new construction involving a historical property that does not come under the existing historical property contract (e.g., a detached garage added to a restricted historical property) would be subject to supplemental assessment.

When a Property Contains Both Restricted and Unrestricted Portions

When only a portion of a property that would normally be considered a single appraisal unit is restricted by a historical property contract, the assessed value should be determined by making a comparison of three values, determined as follows. First, the portion under contract should be valued using the capitalization method prescribed by section 439.2. Added to this figure should be the lower of the unrestricted portion's fair market value or factored base year value. The resulting sum should be compared to both the fair market value and the factored base year value of the entire property (i.e., both restricted and unrestricted portions) and the lowest of the three figures should be enrolled.

Valuing Property Under Notice of Nonrenewal

As provided in Government Code section 50282, either the owner of a restricted historical property or the local government entity may serve notice that it does not intend to renew the historical property contract. If such notice is not given, another year is automatically added to the term of the initial contract, thus creating a "rolling" contract term that is always equal to the initial contract term.

Section 439.3 prescribes the valuation method for a restricted historical property in nonrenewal status; this valuation method applies until the end of the restricted period (i.e., until the existing contract expires). In essence, the method results in a restricted value that gradually approaches the historical property's factored base year value as the remaining term under the contract decreases. For a property in nonrenewal status, the assessor must annually value the property as follows:

1. Determine the full cash value (i.e., factored base year value) of the property in accordance with section 110.1. (Alternatively, if the property will not be subject to section 110.1 when the historical property agreement expires, determine its fair market value in accordance with

section 110, as if the property were free of the agreement's restrictions; or, if the property will be subject to another type of restricted value standard when the historical property agreement expires, determine the property's value as if it were subject to the new restrictions.)

2. Determine the restricted value of the property by the capitalization of income method provided in section 439.2.

3. Subtract the restricted value determined in Step 2 from the factored base year (or other) value determined in Step 1.

4. Using the amount for the interest rate component (section 439.2(b)(1)) announced by the Board, discount the amount obtained in Step 3 for the number of years remaining until the termination of the contract.

5. Determine the restricted value of the property in nonrenewal status by adding the value determined in Step 2 to the amount obtained in Step 4.

The historical property's restricted value in nonrenewal status—that is, the value determined above, in accordance with section 439.3—should be compared with the historical property's factor base year and current market values, and the lowest of these three values should be enrolled as the property's taxable value.

Cancellation of Contract

The government entity party to a historical property contract may cancel the contract, after notice and a public hearing, if it determines that either the owner has breached the agreement or the property has deteriorated to the extent that it no longer meets the standards of a historical property. If the contract is cancelled, the property owner must pay a cancellation fee equal to 12½ percent of the property's current fair market value as though free of the contractual restriction, such value to be determined by the county assessor. After a contract is cancelled, the lower of the property's factored base year value or current market value should be enrolled for the ensuing lien date.

SUMMARY

The key points contained in these guidelines can be summarized as follows:

1. An owner of qualified historical property may enter into a preservation contract with local government. When property is placed under such a contract, the owner agrees to restore the property if necessary, maintain its historic character, and use it in a manner compatible with its historic characteristics. Such property receives the special valuation treatment prescribed under Revenue and Taxation Code sections 439 through 439.4.

2. Enforceably restricted historical property is to be annually valued by the income capitalization method prescribed in section 439.2, which contains specific instructions with

regard to the income to be capitalized, the capitalization rate, and the capitalization technique to be used. The restricted value must be compared to the property's current market value and factored base year value, with the lowest of these three values enrolled as the property's taxable value.

3. When assessing restricted historical property, the appraiser should consider how three important elements of article XIII A—change in ownership, new construction, and supplemental assessment—relate to the assessment. The appraiser should consider how a property should be assessed when only a portion of it is subject to a historical property agreement.

4. Restricted historical property under a notice of nonrenewal should be valued in accordance with section 439.3.

5. The government entity party to a historical property contract may cancel the contract. The cancellation fee is 12½ percent of the property's current fair market value as though free of the contractual restriction, with such value to be determined by the local assessor.

Additional information about Mills Act contracts may be obtained from the state Office of Historic Preservation, either by telephone at 916-653-6624, or from their website (www.ohp.parks.ca.gov).

(Note: Please see the assessment examples following.)

EXAMPLE 1 (OWNER-OCCUPIED SINGLE-FAMILY RESIDENCE)

Subject Restricted Historical Property
Restored, 105-year-old, Victorian single-family residence. Excellent condition. Under Mills Act contract since 1985 and not in nonrenewal status. Owner-occupied.

Determination of Restricted Value (current lien date)

Gross income (Fair rent)		
$1,500 per month x 12 months =		$18,000
Less: Anticipated vacancy and collection loss		
$18,000 x 5%		- 900
Effective gross income		$17,100
Less: Anticipated operating expenses		
Grounds maintenance	$600	
Fire insurance	400	
Management Fee	360	
Water and garbage	240	
Building maintenance	+ 500	- 2,100
Net Operating Income		$15,000

Restricted Capitalization Rate		
Rate Components:		
Interest rate	.080	
Risk (owner-occupied SFR)	.040	
Property tax (ad valorem)	.015	
Amortization (50-year remaining life; improvements constitute 70% of total property market value; 0.02 x 0.70 – 0.014)	+ .014	.149

Restricted Value	
$15,000 ÷ .149	= $100,671

Taxable Value—Three-Way Value Comparison

Restricted value	$100,671
Factored base year value (based on prior change in ownership)	$357,000
Current market value (based on comparable sales)	$450,000

The lowest of the three possible values is the restricted value. Thus, the net taxable value would be $93,671 ($100,671 restricted value less the homeowners' exemption of $7,000).

Note 1: If this property had been a non-owner-occupied SFR, the only difference in the determination of the restricted value would have been the use of a risk rate component of 2% rather than 4% in the capitalization rate.

Note 2: In this and the following examples, the gross income, or fair rent, is presented on a gross rent basis, that is, under the assumption that the landlord-owner pays all operating expenses out of the gross income.

EXAMPLE 2 (OFFICE USE)

Subject Restricted Historical Property
Multi-tenant, restored historical office building in a downtown commercial district. Under Mills Act contract since 1985 and not in nonrenewal status.

Determination of Restricted Value (current lien date)

Gross Income (Fair rent):			
Offices	140,000 sf @ $1.75/sf = $245,000		
	x 12 months		= $2,940,000
Less: Anticipated vacancy and collection loss			
$2,940,000 x 5%			- 147,000
Effective gross income			$2,793,000
Less: Anticipated operating expenses			
Management	$290,000		
Maintenance	95,000		
Insurance	75,000		
Utilities	360,000		
Janitorial	+ 140,000		- 960,000
Net Operating Income			$1,833,000
Restricted Capitalization Rate			
Rate Components:			
Interest component		.08	
Risk		.02	
Property tax (ad valorem)		.011	
Amortization (50-year remaining life; improvements constitute 75% of total property market value 0.02 x 0.75 = 0.015)		+ .015	.126
Restricted Value ($1,833,000 ÷ .126)			= $14,547,619

Taxable Value—Three-Way Value Comparison

Restricted value	$14,547,619
Factored base year value (based on prior change in ownership)	$18,191,077
Current market value (based on comparable sales)	$21,000,000

The lowest of the three possible values is the restricted value. Thus, the taxable value would be $14,547,619

EXAMPLE 3 (MIXED USE—RESIDENTIAL AND OFFICE)

Subject Restricted Historical Property

Two-story, restored historical property in a downtown district. Upper level is residential unit occupied by owner. Lower level contains three office spaces subject to short-term rental agreements. The income stream for the upstairs unit must be calculated separately from the downstairs unit because the risk rate is different for the owner-occupied unit.

Determination of Restricted Value

Separate restricted values for the upper-level residence and the lower-level office space must be determined, because the risk components are different for the two types of use. The total restricted value is sum of these two values.

Upper-Level Unit

Gross income (Fair rent) based upon comparable rent data		
$975 per month x 12 months =		$11,700
Less: Anticipated vacancy and collection loss		
$11,700 x 5%		- 585
Effective gross income		$11,115
Less: Anticipated operating expenses		
Grounds maintenance	$300	
Fire insurance	200	
Management Fee	180	
Water and garbage	120	
Building maintenance	+ 250	- 1,050
Upper-Level Net Operating Income		$10,065
Restricted Capitalization Rate (owner-occupied SFR)		
Rate components:		
Interest rate	.080	
Risk	.040	
Property tax	.010	
Amortization (50-year remaining life; improvements constitute 70% of total property market value; 0.02 x 0.70 = 0.014)	+ .014	.144
Upper-level Restricted Value ($10,065 ÷ .144)		= $69,895

Lower-Level Offices

Gross income (Fair rent)	
1000 sf @ $1.60/sf = $1,600 x 12 months	$19,200
Less: Anticipated vacancy and collection loss	
$19,200 x 5%	- 960
Effective gross income	$18,240

Less: Anticipated operating expenses			
Grounds maintenance	$300		
Fire insurance	200		
Management Fee	180		
Water and garbage	120		
Building maintenance	+ 250		- 1,050
Lower-Level Net Operating Income			$17,190
Restricted Capitalization Rate			
Rate components:			
Interest component		.080	
Risk		.020	
Property tax		.010	
Amortization (50-year remaining life; improvements constitute 70% of total property market value; 0.02 x 0.70 = 0.014)		+ .014	.124
Lower Level Restricted Value ($17,190 ÷ .124)			$138,629
Add: Upper Level Restricted Value			+ $69,895
Total Restricted Value			$208,524

Taxable Value—Three-Way Value Comparison

Restricted Value	$208,524
Factored base year value (based upon prior change in ownership)	$364,140
Current market value (based upon comparable sales data)	$400,000

The lowest of the three possible values is the restricted value. Thus, the net taxable value would be $201,524 ($208,524 less the homeowners' exemption of $7,000).

EXAMPLE 4 (MIXED VALUATION—PART RESTRICTED AND PART UNRESTRICTED)

Description of Subject Property (Comprises Both Restricted and Unrestricted Portions)

The subject property is a 10-acre parcel with a farmhouse and barn situated on 2 acres; the remaining 8 acres are farmland. The farmhouse and barn are used as an owner-occupied single-family residence; this portion of the property is restricted under a Mills Act contract. The remaining 8 acres of farmland are unrestricted.

Value of Restricted Portion (current lien date)

Gross income (Fair rent) for farmhouse and barn		
$2,000 per month x 12 months =		$24,000
Less: Anticipated vacancy and collection loss		
$24,000 x 5%		- 1,200
Effective gross income		$22,800
Less: Anticipated operating expenses		
Grounds maintenance	$600	
Fire insurance	400	
Management Fee	360	
Water and garbage	240	
Building maintenance	+ 500	- 2,100
Net Operating Income		= $20,700

Restricted Capitalization Rate		
Rate components:		
Interest component	.080	
Risk (owner-occupied)	.040	
Property tax (ad valorem)	.010	
Amortization (50-year remaining life; improvements constitute 70% of total property market value 0.02 x 0.70 = 0.014)	+ .014	.144
Restricted Value ($20,700 ÷ .144)		= $143,750

Taxable Value—Three-Way Comparison

Total Property Restricted Value (sum of restricted value above and lower of FBYV or current market value of unrestricted portion)

Restricted Value (portion under contract)	$143,750
FBYV (unrestricted portion)	+ $102,000
Restricted Value (total property)	$245,750

Factored base year values (based upon a prior change in ownership of the entire property, allocated between restricted and unrestricted portions):

Farmhouse, barn, and 2 acres (restricted portion)	$204,000
8 acres (unrestricted portion)	+ $102,000
Total FBYV (total property)	$306,000

Current market values (based upon comparable sales data):

Farmhouse, barn, and 2 acres (restricted portion)	$230,000
8 acres (unrestricted portion)	+ $120,000
Total Current Market Value (total property)	$350,000

The lowest of the three values is the Restricted Value (total property), $245,750. Thus, the net taxable value would be $238,750 ($245,750 less $7,000 homeowners' exemption).

EXAMPLE 5 (PROPERTY IN NONRENEWAL STATUS)

Description of Subject Restricted Historical Property

The same property as in Example 2, except the property owner has served notice of nonrenewal. The Mills Act contract covering the property was originally executed in September 1995, and the owner served notice of nonrenewal in June 2004. Value the property for the 2005 lien date, reflecting its nonrenewal status. Assume that the property's restricted, current market, and factored base year values from Example 2, provided below, also refer to January 1, 2005.

Restricted value	$14,547,619
Current market value	$21,000,000
Factored base year value	$18,191,077

Restricted Value in Nonrenewal Status

Value as if unrestricted (factored base year value)	$18,191,077
Restricted value	- 14,547,619
Difference	$ 3,643,458
Present worth of difference	
PW1 @ 6.00 %, 9 years (interest component for lien date 2005)	x .591898
	= $ 2,156,555
Plus restricted value	+ $14,547,619
Restricted value in nonrenewal status—lien date January 1, 2005	$16,704,174

Taxable Value

Since the restricted value in nonrenewal status, $16,704,174, is less than either the property's current market value or its factored base year value, this is the taxable value.