



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

Mayor Dave Potter, Councilmembers Jeff Baron,
Alissandra Dramov, Karen Ferlito, and Bobby
Richards
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, July 11, 2023

HYBRID MEETING ATTENDANCE OPTIONS

This meeting will be held in person and via teleconference ("hybrid"). The public is welcome to attend the meeting in person or remotely via Zoom, however, the meeting will proceed as normal even if there are technical difficulties accessing Zoom. The City will do its best to resolve any technical issues as quickly as possible. To view or listen to the meeting from home, you may also watch the live stream on the City's YouTube page at: <https://www.youtube.com/@CityofCarmelbytheSea/streams>. To participate in the meeting via Zoom, copy and paste the link below into your browser.

<https://ci-carmel-ca-us.zoom.us/j/81221182847> Meeting ID: 812 2118 2847 Passcode: 234790 Dial In: (253) 215-8782

HOW TO OFFER PUBLIC COMMENT

The public may give public comment at this meeting in person, or using the Zoom teleconference module, provided that there is access to Zoom during the meeting. Zoom comments will be taken after the in-person comments. The public can also email comments to cityclerk@ci.carmel.ca.us. Comments must be received at least 2 hours before the meeting in order to be provided to the legislative body. Comments received after that time and up to the beginning of the meeting will be made part of the record.

CLOSED SESSION TIME - 4:00 PM

CALL TO ORDER AND ROLL CALL

PUBLIC APPEARANCE (LIMITED TO ITEMS ON CLOSED SESSION AGENDA)

CLOSED SESSION

- A. Public Employee Performance Evaluation (Government Code § 54957)
City Attorney

OPEN SESSION 4:30 PM

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

EXTRAORDINARY BUSINESS

- A.** Friends of the Library Proclamation
- B.** Introduction of New City Employees
- C.** Presentation on the Carmel-by-the-Sea Website Update

PUBLIC APPEARANCES

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

ANNOUNCEMENTS

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

CONSENT AGENDA

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

- 1.** June 5, 2023, Special Meeting Minutes, and June 6, 2023, Regular Meeting Minutes
- 2.** May 2023 Monthly Reports
- 3.** May 2023 Check Register Summary
- 4.** Letter authorizing the County of Monterey to execute all documents necessary to continue to implement the annual Used Oil Payment Program on behalf of the City during FY 2023/24
- 5.** Resolution 2023-068 designating Mayor Dave Potter as the voting delegate and Mayor Pro Tem Bobby Richards as the alternative voting delegate at the 2023 annual League of California Cities Conference
- 6.** Resolution 2023-069 authorizing the City Administrator to execute a Professional Services Agreement with Denise Duffy & Associates, Inc. for the North Dunes Habitat Restoration Project and On-Call Environmental Services for a not-to-exceed fee of \$111,560
- 7.** Resolution 2023-070, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Davey Resource Group for additional services to complete the Urban Forest Master Plan, for a not-to-exceed fee of \$45,000
- 8.** Resolution 2023-071, authorizing the City Administrator to execute a Professional Services Agreement with Advance Design Consultants, Inc. for electrical engineering services for electric panel upgrades and related projects, for a not-to-exceed fee of

\$79,560

9. Resolution 2023-072, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Neill Engineers Corp. for civil engineering services associated with city-wide Drainage Improvement Projects, for a not-to-exceed fee of \$159,100
10. Resolution 2023-073, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Ausonio, Inc. for Project Management Services for facility renovation projects for a not-to-exceed fee of \$125,000 for Fiscal Year 2023/24
11. Resolution 2023-074 authorizing the City Administrator to execute an Amendment to Professional Services Agreement No. PBD-EMC-037-22-23 with EMC Planning Group, Inc. to prepare an Initial Study in accordance with the California Environmental Quality Act (CEQA) for a not-to-exceed amount of \$40,455 increasing the total contract cost to \$279,600

ORDERS OF BUSINESS

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

12. Update on the Housing Element Public Review Draft

PUBLIC HEARINGS

13. Resolution 2023-075 Declaring the Results of the Majority Protest Proceedings and Renewing the Carmel Restaurant Improvement District (CRID), and Second Reading/Adoption of Ordinance 2023-005 to Renew the CRID

Recommendation: Hold a final hearing, declare results of majority protest proceeding, adopt Resolution 2023-075, conduct the second reading of Ordinance 2023-005 by title only, and adopt Ordinance 2023-005 to renew the CRID.

14. Resolution 2023-076 adopting the Fiscal Year 2023- 2024 Fee Schedule for Administrative Services, Community Planning and Building, Public Safety and Public Works Services

FUTURE AGENDA ITEMS

ADJOURNMENT

This agenda was posted at City Hall, Monte Verde Street between Ocean Avenue and 7th Avenue, Harrison Memorial Library, located on the NE corner of Ocean Avenue and Lincoln Street, 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 the Friends of Harrison Memorial Library
FOR THEIR DEDICATED SERVICE TO THE COMMUNITY***

WHEREAS, the Friends of Harrison Memorial Library were formed on March 4, 1971 with Henry Meade Williams as its president; and

WHEREAS, since their inception the Friends have been dedicated to highlighting on an on-going basis the fact that our library is the cornerstone of the community, providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present;

WHEREAS, the Friends have held numerous benefits and programs to raise over \$500,000 for the library over the years, including the very popular annual book sale which is in its 50th and final year; and

WHEREAS, during the pandemic the Friends pivoted to provide free books to the community in the book shrines when the library was closed - a lifeline to many, and became a regular fixture at the weekly Farmer's Market;

WHEREAS, the Friends' gift of their time and commitment to the library sets an example of how volunteerism leads to positive civic engagement and the betterment of our community;

NOW, THEREFORE, BE IT PROCLAIMED THAT I, Mayor Dave Potter on behalf of the Council urges everyone to join the Friends of the Library and thank them for all they do to make our library and community so much better.

July 11, 2023

Dave Potter, Mayor



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

July 11, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	June 5, 2023, Special Meeting Minutes, and June 6, 2023, 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) June 5, 2023, Special Meeting Minutes

Attachment 2) June 6, 2023, Regular Meeting Minutes

**CITY COUNCIL
SPECIAL MEETING**

June 5, 2023

CALL TO ORDER AND ROLL CALL

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

Roll Call: Councilmembers Jeff Baron, Alissandra Dramov, Karen Ferlito, Mayor Pro Tem Bobby Richards, and Mayor Potter were all present.

PUBLIC APPEARANCES

None

CLOSED SESSION

City Attorney Pierik read the closed session agenda titles.

Item A - CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6

Agency designated representatives: City Administrator Chip Rerig, Katy Suttorp (Burke, Williams & Sorensen), Interim Public Safety Director Jeff Watkins

Employee organization: Carmel Fire Ambulance Association

Item B - PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957

Title: City Administrator

Council adjourned to Closed Session.

ADJOURNMENT

APPROVED:

SIGNED:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk

**CITY COUNCIL
REGULAR MEETING MINUTES**

TUESDAY, JUNE 6, 2023

OPEN SESSION - 4:30 PM

CALL TO ORDER AND ROLL CALL

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

Roll Call: Councilmembers Jeff Baron, Alissandra Dramov, Karen Ferlito, Mayor Pro Tem Bobby Richards, Mayor Dave Potter.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Richards led the pledge of allegiance.

EXTRAORDINARY BUSINESS

June Pride Month Proclamation - Councilmember Baron read the proclamation.

Carmel High School Report Out - None

PUBLIC APPEARANCES

Michael McWalters spoke about negative health impacts due to cell towers. Neal Kruse thanked Council for supporting the CA Cities for Local Control Resolution of support at the last meeting. Shirley Moon, Christy Hollenbeck, and Karyl Hall, asked Council to consider slowing down on the number of projects and issues they are taking on at once.

ANNOUNCEMENTS

City Administrator Announcements - Announced that the City's Draft 6th Cycle Housing Element has been completed and added to the website for a 30 day public review, as well as a joint City Council and Planning Commission Meeting on June 15, 2023, in Carpenter Hall at the Sunset Center.

City Attorney Announcements - No reportable action from Closed Session last night.

Councilmember Announcements -

Councilmember Ferlito - Spoke about the 6th Cycle Housing Element document and encouraged the public to please read it and to provide comments on the draft. She reported that she attended a ReGen Board meeting, and an AMBAG Meeting.

Mayor Pro Tem - Congratulated the Carmel High Padre Baseball team on their CCS win, and Jonathan Chen for winning 14th place at the State Golf Championship. He also said that culinary week is going on in the village with lots of great events.

Mayor – Reported that he also had a great time attending the Surf competition and culinary week events over the weekend.

CONSENT AGENDA

A member of the public pulled item #8 and made a public comment.

Public Comment: Elliott Ruchowitz-Roberst, president of the Tor House Foundation, spoke about the foundation and welcomed Councilmember Baron as a new Board Member.

Councilmember Dramov pulled item #10 to make a comment.

Mayor Potter requested that the Council appointee to the Litter Abatement Task Force be Alissandra Dramov who volunteered to be on the board.

Motion by Councilmember Ferlito to adopt consent items 1-8, with the amendment to appoint Councilmember Dramov to the Litter Abatement Task Force, seconded by Mayor Pro Tem Richards, and approved 5-0-0-0 by the following roll call vote:

AYES: Councilmembers Baron, Dramov, Ferlito, Richards, Potter

NOES: None

ABSENT: None

ABSTAIN: None

Item 1 - May 1, 2023, Special Meeting Minutes, May 2, 2023, Regular Meeting Minutes, and May 16, 2023, Special Meeting Minutes

Item 2 - April 2023 Monthly Reports

Item 3 - April 2023 Check Register Summary

Item 4 - Resolution 2023-054 authorizing the City Administrator to execute an Amendment to Professional Services Agreement No. CPB-CSG-033-19-20 with CSG Consultants, Inc. for on-call building and code compliance services increasing the not to exceed amount from \$240,000 to \$331,000, and extending the term to June 30, 2024

Item 5 - Resolution 2023-058, authorizing the City Administrator to execute Change Orders No. 1 for the On-Call Tree Maintenance Services Contracts, in the combined amount of \$33,236 for the remainder of Fiscal Year 2022/23, and Resolution 2023-059 for Change Orders No. 2 for Fiscal Year 2023/24, in the combined amount of \$525,000, contingent upon Council approval of the FY 2023/34 Forestry Operating Budget

Item 6 - Resolution 2023-060 authorizing the City Administrator to execute a Professional Services Agreement with Ono Consulting, LLC to provide on-call arborist services for a not-to-exceed fee of \$100,000 and a term expiring on June 30, 2025

Item 7 - Resolution 2023-061 amending the professional services agreement with Clifton Larsen Allen, LLP (CLA) to increase the not-to-exceed contract value by Thirty Thousand One Hundred and One Dollars (\$30,101.00) to Fifty-Five Thousand One Hundred Dollars (\$55,100.00)

Item 8 - Resolution 2023-062 (*as amended*) confirming Councilmember appointments to Coastwalk - California Coast Trail Association, the Litter Abatement Task Force, and the Tor House Foundation

Item 9 - Resolution 2023-065 ratifying appointments to the Harrison Memorial Library Board of Trustees, and the Planning Commission

ITEMS PULLED FROM CONSENT

Item 10 - Second Reading and Adoption of Ordinance No. 2023-003 Amending Chapter 3.12 of the City of Carmel-by-the-Sea Municipal Code to Regulate Contracting Including Purchases of Supplies and Services

Councilmember Dramov pulled this item from consent to make a comment that she does not agree with making the Local Business Plan being added to the municode, and that she would rather the limit for the City Administrator to sign contacts be \$45,000 rather than \$60,000 so she will be voting no.

Motion by Mayor Pro Tem Richards to adopt Ordinance 2023-003, seconded by Mayor Potter, and approved 4-1-0-0 by the following roll call vote:

AYES: Councilmember Baron, Ferlito, Richards, and Mayor Potter

NOES: Councilmember Dramov

ABSENT: None

ABSTAIN: None

PUBLIC HEARING

Item 11 - Resolution 2023-040 for Intent to Lease Real Property, Resolution 2023-042 for a Surplus Lands Act Resolution, and CEQA findings, for the Scout House Renovation, Activities Programming, and Facilities Management Project

Public Works Director Bob Harary gave a brief presentation to Council and provided an update on the meeting with the groups interested in the project. Joan Cox, City Attorney, answered questions from Council.

Public comment: Richard Kreitman said that the Boy Scouts will not be submitting a proposal for the Scout House due to there being too many unknowns and questions, and suggested that the City consider making some of the upfront improvements to the Scout House.

Council discussed that RFP process has become complex and may deter local groups from submitting proposals, and asked what other options the City has. Joan Cox said that if Council adopts the Surplus Land Act Resolution it will allow more flexibility on what to do with the Scout House in the future.

Motion by Mayor Pro Tem Richards, to adopt Resolutions 2023-040 and 2023-042, seconded by Councilmember Baron, and approved 5-0-0-0 by the following roll call vote:

AYES: Councilmember Baron, Dramov, Ferlito, Richards, and Mayor Potter

NOES: None

ABSENT: None

ABSTAIN: None

ORDERS OF BUSINESS

Item 12 - Resolution 2023-063, authorizing the City Administrator to execute a Professional Service Agreement with Hammond+Playle Architects, LLP (Indigo), for preparation of a functional program report, conceptual drawings, and cost estimates for a not-to-exceed fee, including contingency, of \$300,000 for the Police Building Project

City Consultant Fred Meurer gave a presentation to Council regarding the Police Department Renovation Project phases and tasks, as well as the RFP process to select the most qualified architect firm. He answered questions from Council and introduced architect Jonathan Hammond.

Public comment: Janice Bradner thanked the Council for moving forward with this project.

Council discussion resumed.

Motion by Councilmember Baron, to adopt Resolution 2023-063, seconded by Mayor Potter, and approved 5-0-0-0 by the following roll call vote:

AYES: Councilmember Baron, Dramov, Ferlito, Richards, and Mayor Potter

NOES: None

ABSENT: None

ABSTAIN: None

Item 13 - Resolution 2023-064 approving a 3.71 percent rate increase to charges by the City's franchised hauler, GreenWaste Recovery, for the collection of solid waste, recycling, and organics, effective July 1, 2023, and approving Amendment No. 2 to the Memorandum of Understanding between ReGen Monterey and Member Agencies for Fiscal Year 2023/24

Environmental Programs Manager Mary Bilse gave a presentation on the item. GreenWaste representative Emily Hanson answered Council questions regarding the rate increases since 2015.

Public Comment: None.

Council discussion resumed. Mayor Pro Tem Richards commented that it seems that GreenWaste can use any methodology they want to justify increase rates every year and the City has no choice but to approve them. Councilmember Dramov commented that SB 1833 is another example of an unfunded mandate from the State that the City is forced to comply with.

Motion by Councilmember Ferlito, to adopt Resolution 2023-064, seconded by Councilmember Baron, and approved 3-2-0-0 by the following roll call vote:

AYES: Councilmember Baron, Ferlito, and Mayor Potter

NOES: Councilmember Dramov, Mayor Pro Tem Richards

ABSENT: None

ABSTAIN: None

Item 14 - Receive a report and provide policy direction on the potential re-establishment of the Design Review Board

Director of Community Planning and Building Brandon Swanson gave a presentation to Council on the history and duties of the Design Review Board (DRB).

Public Comment: Ken White said that the Carmel Residents Association voted that they agree with the reinstatement of the DRB, and suggested combining the DRB with the Historic Resources Board. Neal Kruse said that the Carmel Preservation Society agrees with the reinstatement of the DRB, but would like to see the DRB members be more resident driven. Thomas Hood echoed the comments made by Ken White. Eric Dyar said that in principle having a DRB sounds good, but has concerns over finding enough qualified residents to serve on the DRB and said that architects are critical to have serve on this type of board. Karyl Hall voiced support for reinstating the DRB and combining with the HRB to keep the permitting process moving forward.

Council voiced support of reinstating the DRB as a decision making body on design projects, and possibly combining its duties with the Historic Resources Board which meets once monthly. Director Swanson is in the process of developing the regulations and procedures to reestablish DRB would follow the same timeline as the completion of the Design Traditions 1.5 Guidelines.

Council gave consensus direction to staff to come up with a draft Design Review Board policy and present it to the Planning Commission and Historic Resources Board for their input and feedback, then come back to Council for further policy direction on the reinstatement of the DRB.

Council took a recess at 6:35 p.m. and resumed at 6:46 p.m.

Item 15 - Receive an update on the status of the Design Traditions 1.5 Project

Director of Community Planning and Building Brandon Swanson gave a presentation on the Design Traditions 1.5 Project (DT 1.5) and answered questions from Council.

Public comment: Nancy Twomey, said that the Carmel Residents Association are very appreciative of all of the work by the Design Traditions 1.5 Committee Members and City staff on this project. Eric Dyar said that the overall process is going well and asked for patience while they continue to refine the guidelines. Thomas Hood said that the design guidelines are still subjective in interpretation so this is where the DRB would come in. Neal Kruse, Cindy Lloyd, David O'Neal, and Karyl Hall voiced support of the Design Traditions 1.5 process and thanked all of the members involved.

Council received the report, and thanked the Design Traditions 1.5 committee members, public, and staff for all of their hard work and commitment to the process. Council gave consensus direction to Director Swanson to take control of the DT 1.5 Guidelines process and timeline, while continuing to receive feedback and input from the Committee members.

PUBLIC HEARINGS

Item 16 - First Reading of Ordinance 2023-005 to Renew the Carmel Restaurant Improvement District

Amy Herzog and Jeff Burkhardt, Visit Carmel, gave a presentation to Council on the Carmel Restaurant Improvement District and renewal process.

Public Comment: Dale Byrne and Shirley Moon voiced distaste of the Visit Carmel advertising and marketing strategy and said it does not fit in with the character of Carmel. David O'Neil commented that digital marketing design is constantly changing and evolving.

The City Attorney read the title of the Ordinance.

Motion by Councilmember Baron, to read by title only, waive full reading and introduce Ordinance 2023-005, seconded by Mayor Pro Tem Richards, and approved 5-0-0-0 by the following roll call vote:

AYES: Councilmember Baron, Dramov Ferlito, Richards, and Mayor Potter

NOES: None

ABSENT: None

ABSTAIN: None

Item 17 - Resolution 2023-066 Adopting the Fiscal Year 2023-2024 Appropriations Limit

Assistant City Administrator Maxine Gullo gave a brief presentation to Council.

Public Comment: None

Motion by Mayor Potter, to adopt Resolution 2023-066, seconded by Mayor Pro Tem Richards, and approved 5-0-0-0 by the following roll call vote:

AYES: Councilmember Baron, Dramov Ferlito, Richards, and Mayor Potter

NOES: None

ABSENT: None

ABSTAIN: None

Item 18 - Resolution 2023-067 Adopting the Fiscal Year 2023-2024 Annual Operating and Capital Budget

Assistant City Administrator Maxine Gullo gave a presentation to Council.

Public Comment: Carmel Chamber CEO Lance Wills spoke about the Carmel Chamber's visitor center costs and deficit, and requested Council consider additional funding to refresh the visitor's center. Doug Lumsten, Maria Weigman, David O'Neil, Ashley Stoddard, Sygale Lomas, spoke about the importance of the Carmel Chamber visitor's center and asked for Council support for additional funding. John Ruskell and Pam Nyman asked for Council support the Carmel Youth Center by investing \$50,000 into the CYC building improvements such as the heating system.

Council discussion resumed. Council voiced support of the FY 23-24 budget as presented by staff.

Motion by Councilmember Baron to adopt Resolution 2023-067, seconded by Mayor Pro Tem Richards and approved 4-1-0-0 by the following roll call vote:

AYES: Councilmember Baron, Ferlito, Richards, and Mayor Potter

NOES: Councilmember Dramov

ABSENT: None

ABSTAIN: None

Item 19 - Consideration of a Permanent Encroachment Permit (EN 21-272, Fountain) for an existing fence in the public right-of-way on the southern side of the single-family residence on the northwest corner of Junipero Avenue and 8th Avenue in the Residential and Limited Commercial (RC) Zoning District.

Principal Planner Marnie Waffle gave a presentation on the item.

Anthony Lombardo, gave a presentation to Council on behalf of the applicant explaining that there is evidence that the City approved an encroachment permit to Fountain in 2005, but the documentation is missing and tonight his client is asking Council to formally approve a permanent encroachment permit.

Public Comment: Victoria Beach addressed the Council.

Council discussion resumed.

**Motion by Councilmember Ferlito to deny the encroachment permit (EN 21-272, Fountain).
Motion failed due to lack of second.**

Motion by Mayor Pro Tem Richards to approve the encroachment permit to allow the applicant to keep their existing fence with the condition that a landscaping plan be submitted and approved that requires the adjacent property owners to maintain the conditions of the encroachment permit, seconded by Mayor Potter, and approved 4-1-0-0 by the following roll call vote:

AYES: Councilmember Baron, Dramov, Richards, and Mayor Potter

NOES: Councilmember Ferlito

ABSENT: None

ABSTAIN: None

ADJOURNMENT

Council adjourned the meeting at 9:17 p.m.

APPROVED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk



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

July 11, 2023
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: May 2023 Monthly Reports

RECOMMENDATION:

Review and receive monthly reports.

BACKGROUND/SUMMARY:

This is a monthly series of reports:

- City Administrator Contract Log
- Community Planning and Building Department Reports
- Police, Fire, and Ambulance Reports
- Public Records Act Requests
- 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 4) Public Records Act Requests

Attachment 5) Public Works Department Reports

City Administrator Contract Log
FY 2022-23
May 2023

Date entered Into	Contractor	Contract Amount	Purpose
5/1/2023	SystemsUp, LLC	\$19,500.00	IT Consulting - Remote Desktop Support



CITY OF CARMEL-BY-THE-SEA Monthly Report

Community Planning and Building Department

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Leah Young, Administrative Coordinator
SUBMITTED ON:	June 6, 2023
APPROVED BY:	Brandon Swanson, Director of Community Planning and Building

MAY 2023 – DEPARTMENT ACTIVITY REPORT

I. PLANNING PERMIT APPLICATIONS:

In May 2023, **35** planning permit applications were received.

II. BUSINESS LICENSE APPLICATIONS:

In May 2023, **3** business license applications were received.

III. BUILDING PERMIT APPLICATIONS:

In May 2023, **64** building permit applications were received.

IV. CODE COMPLIANCE CASES:

In May 2023, **6** new code compliance cases were created.

V. ENCROACHMENT PERMIT APPLICATIONS:

In May 2023, **31** encroachment permit applications were received.

VI. YEAR-TO-DATE TRENDS

Table 1 includes the following May 2023 totals: planning and building permit applications, code compliance and transient rental compliance cases, and encroachments. May 2023 totals are provided alongside May 2022 totals for comparison.

Compared to the same time period in the year 2022, Table 1 denotes the following percentage changes in the year 2023:

- Planning Permit Applications – **increase of 1.25%**
- Business License Applications – **increase of 20.83%**
- Building Permit Applications – **increase of 20.09%**
- Code Compliance Cases – **decrease of 32.38%**
- Encroachment Permit Applications – **increase of 5.61%**

Table 1. Permit Application Totals

	PLANNING	BUSINESS LICENSES	BUILDING	CODE COMPLIANCE	ENCROACHMENTS
2022 YTD Totals	160	24	214	105	107
2023 YTD Totals	162	29	257	71	113
YTD % Difference	+1.25%	+20.83%	+20.09%	-32.38%	+5.61%



Planning Permit Report

05/01/2023 - 05/31/2023

Permit #	Permit Type	Project Description	Address/Location	Date Received	Date Approved	Status
23161	Conceptual Review	Associated application: CR 23-032. EXTERIOR RESTORATION & REPAIRS: ROOFS, SKYLIGHTS, FOUNDATION DRAINAGE, WOOD ROT AT COLUMNS. REMOVE NON-HISTORIC SPIRAL STAIR AND GLASS RAILING. ALTERATION TO (E) SUNROOM: MODIFY FIX GLASS TO OPERABLE DOORS. UPGRADE: REPLACE SINGLE GLAZING TO LOW E, INSULATING GLASS. PAINT, STAIN EXTERIOR SIDING AND FASCIA.	25987 Mission Street	5/31/2023		In Review
23160	Preliminary Site Assessment	Alterations and additions of kitchen, bedroom, bathroom, and detached garage.	Santa Fe Street 4 NW of 6th Avenue	5/31/2023		In Review
23159		My current need for information on the historic status of this house is so that I can specify a new garage door when the work to upgrade the garage roof structure and replace the roof (scheduled to start the middle of next month) is complete.				Pending Assignment
23158	Design Review	ASSOCIATED APPLICATION: DR 20-350. New Mixed-Use building with twelve (12) apartment units, 9,000 SF of retail space at grade, and twenty-eight (28) underground car spaces. Includes storage area at basement.	Corner of 5th Ave. and Dolores St. / Block 55 Lot 1-7	12/15/2020		Pending Assignment
23157		Request for a preliminary Determination of Ineligibility for Carmel Historical Resources Inventory.	Vizcaino 7 between Mountain View & Flanders	5/30/2023		Pending Assignment
23156		Convert (E) side door into window in Bath 1 shower (N facade); Windows replacement in-kind; New gutters; Paint exterior (stucco, siding, and fascia).	Guadalupe 2 NW of 7th			Pending Assignment

23155		Consideration of an Administrative Determination, AD 23-155 (Wandering Tours), regarding a business license application, BL 23-029 (Wandering Tours), for clarification concerning whether staff may allow the establishment of a walking tour of wine tasting stores in Carmel located in the Central Commercial (CC) Zoning District.	Southwest Corner of Ocean & Mission Avenues	5/26/2023		In Review
23154		OWNER PROPOSES TO ADD 1,015 SQFT OF PERMEABLE PAVING, CONSTRUCT A PERGOLA AND ADD A BACK-UP GENERATOR.	1st Avenue 2 NE of Carpenter	5/26/2023		In Review
23153		Preliminary Site Assessment	Camino Real 9 NE of 4th	5/25/2023		In Review
23152		375 SQ FT REMODEL. 122 SQ FT ADDITION TO EXISTING 1,291 SQ FT RESIDENCE. ADDITION APROX. 12' X 10' BACK OF HOUSE, NEW PRIMARY SUITE, BATHROOM AND CLOSET. WINDOWS, ROOF AND PAINT TO MATCH EXISTING. EXISTING SIDING 2". ADDITION SIDING 6". MOVE INTERIOR WALLS, NEW POWDER RM, NEW KITCHEN LAYOUT, REMODEL BATH, NEW FORCED AIR, FIREPLACE INSERT.	NW Corner of 12th & Casanova	5/24/2023		In Review
23151		PSA for proposed project: remodel and addition to existing house. Construction of a new one-car garage. Multiple exterior changes, including siding, windows, doors, roof, wood deck, fencing, patios, walkways, and landscaping.	San Carlos 2 N.E. of 2nd Ave.	5/23/2023		In Review
23150		Addition of a 30"x48" wood window to lower floor hallway. Window to match existing windows.	Torres 1 NW of 2nd	5/23/2023		In Review
23149		RELOCATE EXISTING SIGN: Noelle Micek Interiors, Inc.	5th Avenue 2 NW of Junipero	5/19/2023		In Review
23148		DEMO EXISTING LAUNDRY SHED AND GARDEN STRUCTURE. ADD 100 SF. TO KITCHEN ON NORTH SIDE. ADD TWO STORY 868 SF ADDITION TO REAR WEST SIDE.	0 Mission St. 3 NW of Santa Lucia	5/22/2023		In Review

23147		THE OWNERS WOULD LIKE TO SEEK PLANNING APPROVAL FOR WORK DONE TO AN EXISTING 1,325 SQFT, SINGLE STORY, THREE BEDROOM, TWO BATHROOM RESIDENCE. WORK TO INCLUDE APPLYING STUCCO AND STONE TO AN EXISTING BRICK CHIMNEY.	Camino Real 4 NW of 11th			In Review
23146		Mills Act Contract	0 Lopez 5 NW of 4th Avenue	5/16/2023		In Review
23145		PSA for proposed 500sf addition to an existing SFD to be used as a bedroom.	Forest 2 NW of 7th	5/15/2023		In Review
23144		Two-story addition to rear of house, interior remodel of lower floor, replace (e) kitchen stair, removal of driveway and installation of new parking pad.	Mission 3 NE of 11th	5/15/2023		In Review
23143		Preliminary Site Assessment	Cassanova 3 NE of 7th	5/15/2023		In Review
23142		Pizza Restaurant to replace Korean Restaurant.	NW Corner of Mission and 8th			Closed
23141		Relocation of existing front yard fence. City to remove overlaid asphalt per permit 22332, 11-22-22, and per drawings attached herein.	Torres 4 NW of 8th	5/10/2023		In Review
23140		Demolition of 2 buildings, trash enclosure, 2 trellis structures, & 2 parking areas. The whole lot (with the exception of the (e) community building) shall be excavated for underground parking garage & a 2 story building shall be constructed above it. Ground floor shall serve commercial uses with 10 tenant spaces. The 2nd floor shall contain 8 apartments of various sizes (2 bedroom & 1 bedroom units).	Dolores Street 2 SE of 7th Avenue	5/11/2023		In Review
23139		Construction of two (2) decks in back yard. Various site coverage reductions.	Perry Newberry 2 NW of Fifth Ave.	5/9/2023		In Review
23138		Install new accordion door and add 3'x12' concrete stoop in front of door. Relocate existing entry to existing window spot and relocate existing window to where door used to be. Replace two existing windows with tempered glass.	26245 Dolores	5/11/2023		In Review

23137		PSA completed, PSA 23-125 (Layman). EXTEND FIRST FLOOR OF AN EXISTING SINGLE FAMILY RESIDENCE. NEW ATTACHED GARAGE. NEW ROOF. MODIFY INTERIOR OF RESIDENCE TO INCLUDE NEW KITCHEN, NEW BATHROOM, NEW BEDROOM. REPLACE EXISTING LIGHTING, PLUMBING FIXTURES, AND CABINETS. REPLACE DOORS AND WINDOWS.	SAN CARLOS STREET 5 SW OF 5TH AVENUE	5/10/2023		In Review
23136		New planting refresh for hillside on Ocean Ave. side of The Getaway's parking lot.	NE Corner of Junipero & Ocean Ave	5/9/2023		In Review
23135						Closed
23134	Historic Evaluation	Follow-up to HE 22-328 (Beck) 1. EXISTING STRUCTURES INCLUDE: (1) ONE-STORY 1,360 SQFT SHINGLE-STYLE HOME AND (1) 240 SQ FT DETACHED GARAGE. PROPOSED WORK INCLUDES: Add 10' 4" WIDE x 4'-0" TALL fence and 3'-0" WIDE x 4'0" TALL gate in front of a new ADU (converted ((E)) garage). The fence and the gate match the existing fence and gate. The garage-to-ADU conversion is under another Permit ID: BP 23-202.	SANTA FE 3 NE OF SECOND AVE	5/9/2023		In Review
23133	Historic Evaluation	STREAMLINE: authorizes the removal of an existing window from the west elevation (rear) with the opening covered by in-kind siding, and the placement of a new 6' x 2' aluminum-clad wood window at the south elevation (rear side).	Lincoln 3 SW of 12th	5/9/2023	5/10/2023	Approved
23132	Historic Evaluation	ASSOCIATED PERMIT HE 22-354 (Beckett). Replace garage door with new overhead garage door; same opening. Replace front door with new front door in the same opening. Stain to match both; see stain color on Sheet A-3.0.	Lincoln 3 SW of 12th	5/9/2023		In Review
23131		Plaque only on existing wood bench, East of Flander's Mansion. --Honoree's name: George and Patty Walker --Adopt existing bench; new plaque --Plaque size: 3 3/4" x 1 1/4" .	Flander's Mansion	5/9/2023		In Review
23130		Replace existing wood front doors with new recessed metal, glass, and wood entry element.	Ocean 3 NW of Dolores	5/9/2023		In Review

23129	Design Study	Replace current fence along 8th Ave. with 4 ft. white picket fence with three gates including one for driveway.	8th Avenue 2 Northeast of Junipero	5/10/2023		In Review
23128	Banners	Installation of ten double banner poles along Ocean Ave from Junipero to Monte Verde. Installation date: 5/15/23, removal date: 5/22/23.	Ocean from Junipero to Monte Verde	5/3/2023		Denied
23127	Use Permit	Extra banquet seating for Mulligan Public House	Dolores St 4 SE Ocean Ave	5/17/2023		In Review

Total Records: 35

6/2/2023



Business License Report

05/01/2023 - 05/31/2023

Entity #	Application Type	Business Name	Business Description	Location	Date Received	Date Approved	Status
23029	New Business	Wandering Tours	Walking tour of Carmel.	SW Corner of Ocean & Mission	5/17/2023		In Review
23028	Business Name Change	Let Petit Pali at 8th Ave Carmel by the Sea	Hotel Lodging	NW Corner of Junipero & 8th Avenues	5/16/2023	5/24/2023	Approved
23027	Business Name Change	Le Petit Pali at Ocean Ave Carmel by the Sea	Hotel Lodging	NE Corner of Junipero & Ocean	5/16/2023	5/24/2023	Approved

Total Records: 3

6/2/2023



Building Permit Report

05/01/2023 - 05/31/2023

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
230255	5/30/2023		Replace decayed deck beams and rebuild garbage room.	9,000		NW Corner of Ocean & Monte Verde
230254	5/30/2023		Exterior re-painting of Harrison Memorial Library, with al alternate bid item to repaint the interior of the building. To include hazardous materials abatement.	0		NE Corner of Ocean & Lincoln
230253	5/30/2023		Exterior re-painting of Sunset Center, including hazardous materials abatement.	0		San Carlos between 8th and 10th
230252	5/30/2023		Repair cottage windows, including selective demolition, removal and replacement of window components including sashes, muntins, mullions, etc. Project to include hazardous materials abatement.	150,000		San Carlos between 9th and 10th
230251	5/30/2023		Replace roof with wood shingles with an alternate option of asphalt composition shingles.	150,000		Monte Verde 3 SE of Ocean
230250	5/30/2023		Replace rotten wood and install new railing.	0		San Antonio 6 SW of Ocean
230249	5/30/2023	5/30/2023	Replace damaged 200 amp service panel in-kind.	5,000		Camino Real 3 SE of 2nd
230248	5/30/2023		164.00 S.F. DINING ROOM / KITCHEN ADDITION WITH NEW ELECTRICAL TO THE MAIN RESIDENCE. BATHROOM REMODEL TO THE GUEST HOUSE. NEW ROOF TO MATCH APPROVED GUEST HOUSE. REMOVE PORTION OF STONE WALL IN CITY RIGHT OF WAY.	180,000		NW Corner of Forest & Mountain View

230247	5/25/2023	5/31/2023	Move water heater to exterior wall and install new tankless water heater. Run designated 1 1/4" gas line from meter to new tankless unit.	6,000		NE Corner of Casanova & Palou
230246	5/25/2023		Retile shower stall and install new pan/lath.	15,000		Lincoln 3 SE of 3rd
230245	5/25/2023	5/25/2023	New 60' wood fence on southern property line from SW lot corner at Mission running east. 4' high within 15' setback and 6' high for an additional 45' mounted on new wood 4"x4" posts and 2"x4" rails. Fence to be placed on the property line per agreement with neighbor to the south.	0		Mission 2 NE of 10th
230244	5/25/2023		New Concrete Drainage slab for improved drainage.	11,750		Junipero 3 SW of 4th
230243	5/24/2023		Establishment of new Senior ADU. Installation of fire rating, kitchen, and electrical.	200		NW Corner of Ocean & Carpenter
230242	5/24/2023		Establishment of new JADU.	200		NW Corner of Ocean & Carpenter
230241	5/24/2023	5/24/2023	Remove and replace existing furnace.	12,495		Guadalupe 4 NW of 1st
230240	5/25/2023		Install new 22kW generator with Zombiebox enclosure.	21,000		25935 Ridgewood Road
230239	5/24/2023		Install a roof mounted 3.60kW solar PV system with 9 panels.	14,000		Mission 4 NE of 10th
230238	5/24/2023	5/24/2023	Remove and replace one 35K BTU wall heater and one 15K BTU direct vent heater with new in-kind.	4,000		NE Corner of Guadalupe & Ocean
230237	5/23/2023	5/25/2023	Replace existing roof with CertainTeed Presidential Shake in color Aged Bark or Country Gray.	24,000		Mission 2 NW of 1st
230236	5/23/2023	5/25/2023	Remove and install comp shingles in color "Painted Desert".	16,400		Perry Newberry 3 NW of 6th

230235	5/23/2023	5/23/2023	Remove (e) wood shakes and install 90 lb cap sheet, 30 lb shake felt, and heavy treated wood shakes.	22,301		Lobos 4 SE of 2nd
230234	5/23/2023	5/25/2023	Remove (e) wood shingle roof and replace with new Brava Multi-Width Simulated Shake in color - Natural.	75,000		Monte Verde 4 NE of 13th
230233	5/22/2023	5/22/2023	Run new gas line for gas cook top. Start at meter, run under house approx 10' of 3/4" galvanized pipe.	2,600		Camino Real 3 SW of 7th
230232	5/19/2023		Interior TI for a new retail clothing shop with coffee bar in existing retail space.	75,000		San Carlos 3 NW of 6th
230231	5/19/2023		Remodel including doors and windows, remove balcony, remodel kitchen, entry, bath 2, and master bath.	350,000		Monte Verde 7 SE of 12th
230230	5/19/2023		Installing a backup generator, transfer switch, concrete pad, natural gas line, and electrical infrastructure to support.	21,711		San Carlos 4 NW of 13th
230229	5/19/2023		Renovation of existing kitchen with new cabinets, tile, plumbing fixtures and replace tile in existing guest bathroom in tub/shower and on bath floor. Existing vanity, toilet, and plumbing to remain.	10,000		Santa Rita 4 NW of 2nd
230228	5/18/2023	5/22/2023	Installation of 24 license plate reading cameras.	60,000		Various throughout City
230227	5/18/2023	5/19/2023	Tear off (e) tar and gravel roof and install new tar and gravel roof.	16,000		San Antonio 2 NW of 7th

230226	5/18/2023		Kitchen Finishes: New Counters, backsplash, replace sink, modify breakfast bar. Powder Room update: Replace sink. Primary Bathroom updates: New wall tile in shower, new shower door, new electrical floor heat mat and step light in shower	30,000		Torres 3 SE of 8th
230225	5/18/2023		Install 14KW generator, transfer switch, and sound enclosure.	16,000		San Carlos 6 SW of 8th
230224	5/16/2023	5/18/2023	Replace (e) 4'x4' redwood post on 103lf on fence 6' high using 4x6 pressure treated posts.	0		NW Corner of Monte Verde & 4th
230223	5/16/2023	5/31/2023	Construct redwood board fence inside property line. Height to remain 6' at final grade, not to extend into front setback.	0		NE Corner of Guadalupe & Ocean
230222			OWNER PROPOSES TO ADD 1,015 SQFT OF PERMEABLE PAVING, CONSTRUCT A PERGOLA AND ADD A BACK-UP GENERATOR.	42,000		1st 2NE Carpenter
230221			THE OWNERS WOULD LIKE TO SELF REPORT AND CORRECT WORK DONE TO AN EXISTING 1,325 sqft, SINGLE STORY, THREE BEDROOM, TWO BATHROOM RESIDENCE. WORK TO INCLUDE, 1. REMOVE APPROX. 320 SQFT OF RECENTLY CONSTRUCTED IMPERVIOUS WALKWAY. TO BE REPLACED BY LOOSE SET PAVERS. 2. A 76 SQFT ADDITION TO AN EXISTING WOOD FRAMED DECK. 3. APPLYING STUCCO AND STONE TO AN EXISTING BRICK CHIMNEY. 4. RECONFIGURING THE ELECTRICAL SYSTEM IN THE GARAGE. 5. REPLACING EXISTING ASPHALT DRIVEWAY WITH IMPERVIOUS STONE.	8,000		Camino Real 4NW 11TH

230220	5/16/2023		Remodel commercial kitchen, new floor, new paint, and kitchen equipment.	45,000		NW Corner of Mission & 8th
230219	5/15/2023	5/30/2023	Smooth coat walls, new flooring in rear and storage area. Refinish existing wood flooring, change counters, change light fixtures, new baseboards and interior door moldings, paint interior walls, ceilings, and cabinets. Install new wall paper.	20,000		Lincoln 3 SW of Ocean
230218	5/15/2023	5/22/2023	Install a roof mounted 3.20kW solar PV system consisting of 8 panels.	13,614		SE Corner of Dolores & 12th
230217	5/12/2023	5/12/2023	Replace all original single-pane aluminum divided-light windows with new Pella double-pane, wood clad with aluminum, divided light windows with interior and exterior grills and an interior spacer to imitate true divided light grid windows. All new windows will be installed in the same foot print as the original windows, with no changes in window location or size.	0		NE Corner of Mission & 10th
230216	5/12/2023		Replace existing vanity, bath tub, shower stall, and flooring. No change in plumbing. Shower enclosure to be replaced.	0		Guadalupe 4 NW of 2nd
230215	5/11/2023		Convert bathtub to shower stall	6,000		Mission 2 NE of 9th
230214	5/11/2023	5/11/2023	Replace water heater with new tankless water heater. Contact: Linda Frazier (530) 306-5159	5,000		NW Corner of Junipero & 12th
230213	5/10/2023		Replace 68 existing steel windows and 4 wood french doors. Windows and doors to keep the same aesthetic, size, and location.	0		NE Corner of Lincoln & 7th

230212	5/10/2023	5/11/2023	Replace vision barrier fence damaged by the storm. 24' fence on interior of property, Fence to be horizontal redwood replacing vertical slats. Maximum of 6'. Contact: Mike Sawyer (650) 207-0293	0		NE Corner of Santa Rita & 1st
230211	5/10/2023		Repair existing gates and improve look by replacing the trellis with natural grapestakes. Same height and location.	0		Camino Real 5 SE of 12th
230210	5/10/2023		Repair/replace south fence line. Fence was damaged due to tree removal. Reinstall fence at same location and constructed the same as the original.	0		NE Corner of Santa Rita & 5th
230209	5/9/2023		PAINTING SIDING AND TRIM. 2. REPLACE TILE ROOFING WITH ASPHALT SHINGLES, "PRESIDENTIAL TL". 3. VAULT CEILINGS IN KITCHEN, LIVING ROOM AND BEDROOM #3. 4. ADD TWO SKYLIGHTS, REPLACE OR ADD 7 WINDOWS AND THE ENTRY DOORS.	175,000		Santa Rita 2 SW of 1st
230208	5/9/2023		Cover the existing carpet into a 200 sqft detached garage.	0		Dolores 4 SW of 10th
230207	5/9/2023		Remodel and existing one story single family dwelling, modify existing detached carport and adding a 310 sq.ft. second story and redoing the main level by 46 sq.ft. 2. Project includes the exterior and interior modifications as shown on the plans and covering the existing carpet into a 200 sq.ft detached garage. 3. The project will consist of changes to the rear decks and front porch entrance. 4. New wood clad windows. 5. No excavation. 6. One tree removal. Unknown species. 7. remove hedge at north side of property.	490,000		Dolores 4 SW of 10th

230206	5/9/2023		Paint exterior of building and fill cracks in stucco.	10,500		NE Corner of Ocean & Dolores
230205			VOID	0		
230204	5/8/2023	5/19/2023	Install a backup home generator.	5,000		Dolores 2 NW of 4th
230203	5/8/2023	5/10/2023	Remove (e) shake roof and replace with new CertainTeed Landmark TL comp shingles in color Country Gray.	33,000		Guadalupe 2 NE of 4th
230202	5/8/2023		EXISTING STRUCTURES INCLUDE: (1) ONE-STORY 1,360 SQFT SHINGLE-STYLE HOME AND (1) 242 SQFT DETACHED GARAGE. PROPOSED WORK INCLUDES: CONVERT THE EXISTING 242 SQ. FT. GARAGE INTO AN ACCESSORY DWELLING UNIT (ADU). A NEW SHED DORMER WILL BE BUILT ON BOTH SIDES OF THE EXISTING ROOF. THE WASHBASIN IN THE SECOND BATHROOM FOR THE EXISTING HOUSE WILL BE REMOVE TO GAIN 1 WATER CREDIT.	18,150		Santa Fe 3 NE of 2nd
230201	5/8/2023		3,276 sf tenant improvement in existing commercial building.	250,000		Ocean 3 NW of Dolores
230200			Residential	0		
230199	5/5/2023		Bathroom remodel.	10,000		NW Corner of Carmelo & 9th
230198	5/5/2023	5/5/2023	In-kind furnace replacement.	22,500		Santa Fe 3 SW of 8th

230197	5/5/2023	5/12/2023	Pitched tile sections at building 7, 8, & 8a: tear off (e) concrete tile. Install one layer of TileSeal self adhered at all roof penetrations. Install one layer of Boral ply SBS modified tile underlayment. Install new Boral "Saxon 900" slate in the color "Newport Sun". Flat sections of 8 & 8a: Prepare cap sheet overlay. Install one layer of 1/4" fire-rated glass-mat roof board. Install new custom curb membrane with termination bar. Install new Durolast 50 mil PVC single-ply in color "white". Remove existing gutter system. Install approx 90lf of custom #316 marine grade stainless steel OGEE gutter at eave line. Install 1 4x4 #316 24ga stainless steel downspout.	283,390	Roofing	Carmel Plaza
230196	5/4/2023	5/4/2023	Repairs to existing roof. Remove the existing hip and ridge shingles and install new hip and ridge shingles in same color with thicker product.	2,500		Dolores 2 NE of 10th
230195	5/4/2023	5/5/2023	Replace two exterior heat pumps. Install new 18 Seer, 12.5 EER, 11 HSPF Mitsubishi heat pump system. CONDITION: A sound level test from a verified third-party inspector stating that the 60db or less requirement is met before the permit can be finaled.	33,475		Torres 2 NE of 5th
230194	5/3/2023	5/9/2023	Re-roof: Remove existing synthetic "firefree" roof and replace with CertainTeed Landmark TL, Color: Max Def Country Gray	46,605		Carpenter 2 NE of 6th

230193	5/2/2023	5/2/2023	Demolition of linoleum flooring and install 1/4" ply underlayment. Install new vinyl flooring and base boards.	0	Exempt Work	Camino Real 4 SE of 10th
230192	5/1/2023		Remove (e) gray comp shingles and replace with (n) Malarkey Highlander black comp shingles.	19,780	Roofing	Mission 3 NE of 8th

Total Records: 64

6/2/2023



Code Compliance Report

05/01/2023 - 05/31/2023

Case #	Case Type:	Status	Location	Problem Description	Date Received	Date Closed
23072	Property Maintenance	Open	SWC Lincoln and 7th	Bathroom ventilation	5/9/2023	
23071	Health and Safety Code Violation	Open	SWC Santa Rita and 1st	Trash cans in ROW	5/9/2023	
23070	Business License Violation	Open	Mission SW of 5th	Operating business without a license	5/8/2023	
23069	Business License Violation	Open	SWC San Carlos and 6th	Operating business without a license	5/8/2023	
23068	Right of way Violation	Open	Carmelo S of 8th	Blocking right-of-way	5/8/2023	
23067	Planning Violation	Open	NEC Santa Rita and 5th	Fence construction without permit	5/5/2023	

Total Records: 6

6/2/2023



Encroachment Permit Report

05/01/2023 - 05/31/2023

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
230113	Temp Ench	5/30/2023	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	San Antonio 2 SE of 11th	5/30/2023	Issued
230112	Temp Ench	5/30/2023	Remove 5'x5' section of sidewalk to install main sewer line back flow valve. Will replace materials with like for like materials and provide TCP.	NE Corner of Junipero & Ocean	5/30/2023	Issued
230111	Temp Ench	5/30/2023	Remove 5'x5' section of sidewalk to install main sewer line back flow valve. Will replace materials with like for like materials and provide TCP.	Junipero 2 NW of 8th	5/31/2023	Issued
230110	Temp Ench	5/24/2023	Trench for PG&E to relocate gas line. Contact: JD's Plumbing (831) 394-3100	NE Corner of San Carlos & 4th		In Review
230109	Temp Ench	5/24/2023	PG&E to trench and backfill a 5'x5' bellhole to abandon existing gas service. PM #35438884. Contact: PG&E (408) 478-1894	San Carlos 2 SW of 1st	5/30/2023	Issued
230108	Temp Ench	5/23/2023	PG&E to trench and backfill a 5'x5' bellhole and abandon existing gas service. PM #35432179. Contact: PG&E (408) 478-1894	Scenic 3 NE of 13th		In Review
230107	Temp Ench	5/22/2023	Replace existing asphalt driveway with new pavers. Contact: Roark Craven (831) 901-4620	Forest 4 SW of Ocean		In Review
230106		5/16/2023	(5) Black pots located on Ocean ave 8 (2) Pots on Lincoln street, they have been there for 25years. We would like to re-plant and keep on the sidewalk. (In their current locations).	Ocean ave & Lincoln st		
230105	Temp Ench	5/18/2023	Placement of pod for moving from 5/26/23 - 6/5/23. Contact: U-Haul (831) 655-0629	Monte Verde 2 NW of 12th	5/18/2023	Issued
230104						

230103		5/18/2023	REPLACE 60' OF 4" SEWER DRAIN LINE 11' DEEP IN THE STREET. REMOVE CARMEL TRAP AND ONE WAY CLEAN OUT. WILL INSTALL NEW 2 WAY CLEAN OUT AND BACK WATER VALVE. Contact: Chris Wilson Plumbing (831) 393-9321	SW Corner of Monte Verde & 3rd	5/18/2023	Issued
230102	Temp Ench	5/16/2023	This CIP project replaces approximately 1,000' of the most heavily deteriorating and missing portions of railing along the scenic pathway.	Scenic pathway between 9th Ave and Martin way		In Review
230101	Temp Ench	5/15/2023	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	1st 2 SE of Lobos	5/16/2023	Issued
230100	Temp Ench	5/15/2023	Replace (e) asphalt driveway with permeable concrete pavers and 3' asphalt connection to street.	Santa Rita 4 NE of 6th	5/16/2023	Issued
230099	Temp Ench	5/12/2023	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Lincoln 2 NW of 4th	5/16/2023	Issued
230098	Temp Ench	5/11/2023	PG&E to trench and backfill a 5'x5' bellhole to abandon existing gas service. Contact: PG&E (408) 478-1894	Junipero 6 NE of 8th	5/15/2023	Issued
230097		5/10/2023	Concrete pouring on 5/11/23 from 8:00AM - noon. Contact: Mark Evensen (831) 453-0060	Lincoln 5 NE 5th Ave	5/10/2023	Issued
230096	Temp Ench	5/9/2023	PG&E to trench and backfill all 5'x5' bellhole. PG&E to cut off existing gas service at main. PM 35436357. Contact: PG&E (408) 478-1894	Camino Real 3 SW of 13th	5/10/2023	Issued
230095	Temp Ench	5/9/2023	Trouble man to install sensor. PM# 31640821. Contact: PG&E (831) 713-6019	Torres 2 NE of 5th	5/10/2023	Issued
230094	Temp Ench	5/9/2023	Trouble man to install sensor. PM# 31640820. Contact: PG&E (831) 713-6019	2nd 2 NW of Guadalupe	5/10/2023	Issued

230093		5/9/2023	Storage POD in the street in front of the residence. Condition: The POD must be off the edge of the road as much as possible to allow 12' of clearance around it for emergency vehicles. Contact: Brendan Connolly 831-521-2489	Guadalupe 5 SW of Ocean	5/10/2023	Issued
230092	Temp Ench	5/9/2023	PG&E to trench and backfill all, 5'x4' bellhole, 4'x4' bellhole, and a 10' trench in franchise. PG&E to deactivate existing gas service at main and deactivate existing gas service at branch in PP and install new gas service. PM# 35420817 & 35420815. Contact: PG&E (408) 478-1894	Carmelo 3 & 4 SW of 2nd	5/10/2023	Issued
230091	Temp Ench	5/8/2023	Trench for conduit in the right of way, including street closure between 8th and 9th on Carmelo.	SW Corner of Camino Real & 8th	5/10/2023	Issued
230090	Temp Ench	5/5/2023	Sewer lateral replacement using pipe bursting. CONDITION: The final concrete street restoration will need to match the existing depth, #4 rebar doweled into existing every 18", and use "sequoia sand" concrete dye. Contact: Armando Ramirez (831) 809-4707	Dolores 2 SE of Ocean	5/9/2023	Issued
230089	Temp Ench	5/4/2023	This project proposes to Bore approx. 232', Trench approx. 34', Place 1 CATV vault, Over-pull approx. 730', Over-lash approx. 290', & access poles for splicing. (JB1302655)	57 Torres St, Carmel-By-The-Sea, CA 93923		In Review
230088	Temp Ench	5/4/2023	Hillside planting on junipero hillside, the getaways parking lot hillside	NE Corner of Junipero & Ocean		In Review

230087	Driveway	5/2/2023	Replace existing asphalt driveway with new paving stone paver driveway. Replace existing walkway connecting driveway to main residence in same paver material. Dimensions of walkway and driveway to match existing. Contact: Daniels Landscaping (831) 915-6567	Lincoln 3 SW of 12th	5/3/2023	Issued
230086	Temp Ench	5/3/2023	PG&E to replace existing pole. PM 35433673. Contact: PG&E (831) 713-6019	Camino Del Monte 2 NW of San Carlos	5/2/2023	Issued
230085	Temp Ench	5/2/2023	Replace and repair section of sewer lateral line throughout the City. Contact: Rooter King (831) 394-5315		5/10/2023	Issued
230084	Temp Ench	5/1/2023	Replace sewer lateral using pipe bursting. CONDITION: The final concrete street restoration will need to match the existing depth, #4 rebar doweled into existing every 18", and use "sequoia sand" concrete dye. Contact: A Ramirez Plumbing (831) 809-4707	Dolores 5 NE of 7th	5/2/2023	Closed
230083	Temp Ench	5/1/2023	Replace sewer lateral from sidewalk to street using pipe bursting. Contact: A Ramirez Plumbing (831) 809-4707	NE Corner of Camino Real & 8th	5/1/2023	Closed

Total Records: 31

6/2/2023



CITY OF CARMEL-BY-THE-SEA

May 2023

Monthly Report

Public Safety

MEETING DATE:	July 11, 2023
TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Jeff Watkins, Director of Public Safety
APPROVED BY:	Chip Rerig, City Administrator

AMBULANCE REPORT

Summary of Carmel Fire Ambulance May 2023 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 May 2023 the ambulance was able to meet the performance measure. The response time was 100% with (0) code-3 call over 5 minutes.

27 Calls for service in CBTS - Average response time: 3:04 min.

24 Code 3 medical calls for service – Zero calls over 5:00 min.

MONTEREY FIRE REPORT

Summary of Monterey Fire May 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 90%. For the month of May 2023, the fire department was able to meet the performance measure. The response time was 92%, with (3) code-3 calls over 5 minutes.

46 total calls for service in CBTS- Average response time: 2:40 min.

39 total Code-3 calls – Three with a response over 5:00 min.

05/02/23 - 7:00 min – 11th and Torres - Response delayed due to time of night.

05/09/23 – 8:29 min – Junipero and 7th – Response delay due to clearing from prior call for service.

05/17/23 – 6:52 min – Santa Rita and 1st – Response delayed due to personnel.

BEACH FIRES

There were 0 illegal beach fires recorded during the month of May.

*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%.



RESPONSE SUMMARY REPORT BY INCIDENT TYPE
27060 CARMEL-BY-THE-SEA
Alarm Date From: 05/01/2023 To: 05/31/2023



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS)						
Medical assist, assist EMS crew	5/18/2023 5:56 PM	230518-MNT04027	0:02:28	JUNIPERO AVE	5TH AVE	3
Medical assist, assist EMS crew	5/6/2023 9:08 PM	230506-MNT03730	0:03:04	MONTE VERDE ST	11TH AVE	3
Medical assist, assist EMS crew	5/3/2023 5:57 AM	230503-MNT03614	0:04:48	LINCOLN ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	5/28/2023 1:48 PM	230528-MNT04295	0:00:00	8TH AVE	SCENIC RD	3
EMS call, excluding vehicle accident with injury	5/22/2023 12:17 PM	230522-MNT04122	0:00:30	MISSION ST	3RD AVE	3
EMS call, excluding vehicle accident with injury	5/4/2023 9:25 AM	230504-MNT03653	0:00:57	MISSION ST	6TH AVE	3
EMS call, excluding vehicle accident with injury	5/28/2023 7:09 PM	230528-MNT04305	0:01:52	JUNIPERO AVE	4TH AVE	3
EMS call, excluding vehicle accident with injury	5/18/2023 12:05 AM	230518-MNT04012	0:02:01	OCEAN AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	5/6/2023 9:33 PM	230506-MNT03731	0:02:41	N CAMINO REAL	4TH AVE	3
EMS call, excluding vehicle accident with injury	5/5/2023 1:13 PM	230505-MNT03679	0:02:43	CARPENTER ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	5/12/2023 2:37 PM	230512-MNT03857	0:02:59	MONTE VERDE ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	5/8/2023 3:01 PM	230508-MNT03765	0:03:08	CARPENTER ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	5/13/2023 2:57 PM	230513-MNT03892	0:03:14	SAN CARLOS ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	5/14/2023 6:54 PM	230514-MNT03923	0:03:26	DOLORES ST	2ND AVE	3
EMS call, excluding vehicle accident with injury	5/10/2023 12:30 PM	230510-MNT03808	0:03:52	2928 FRANCISCAN WAY		3
EMS call, excluding vehicle accident with injury	5/9/2023 9:24 AM	230509-MNT03780	0:04:03	SAN ANTONIO AVE	11TH AVE	3
EMS call, excluding vehicle accident with injury	5/3/2023 11:04 AM	230503-MNT03620	0:04:06	SAN ANTONIO AVE	13TH AVE	3
EMS call, excluding vehicle accident with injury	5/31/2023 5:21 PM	230531-MNT04383	0:04:08	LOBOS ST	1ST AVE	3
EMS call, excluding vehicle accident with injury	5/14/2023 9:18 AM	230514-MNT03907	0:04:37	CARPENTER ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	5/12/2023 2:56 PM	230512-MNT03858	0:04:39	DEL MAR BCH		3
EMS call, excluding vehicle accident with injury	5/4/2023 3:01 AM	230504-MNT03645	0:04:49	25970 MISSION ST		3
21			0:03:03			
322-399 Series (Rescues)						
Motor vehicle accident with no injuries.	5/21/2023 2:33 PM	230521-MNT04102	0:03:53	13TH AVE	DOLORES ST	3
Swimming/recreational water areas rescue	5/8/2023 5:00 PM	230508-MNT03769	0:00:42	OCEAN AVE	SCENIC RD	3
2			0:02:18			
400 Series (Hazardous Material)						
Gas leak (natural gas or LPG)	5/27/2023 6:39 PM	230527-MNT04269	0:02:48	MISSION ST	5TH AVE	2
Power line down	5/2/2023 12:27 AM	230502-MNT03584	0:07:00	11TH ST	EAST OF TORRES	3
2			0:04:54			

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
500 & 600 Series (Service Calls)						
Water or steam leak	5/13/2023 11:35 AM	230513-MNT03882	0:04:37	LINCOLN ST	2ND AVE	2
Public service	5/27/2023 4:18 PM	230527-MNT04265	0:04:54	LINCOLN ST	OCEAN AVE	3
Public service	5/24/2023 2:09 AM	230524-MNT04164	0:06:24	11TH AVE	TORRES ST	2
Assist invalid	5/4/2023 10:06 PM	230504-MNT03670	0:03:32	CARPENTER ST	5TH AVE	2
Assist invalid	5/21/2023 10:16 AM	230521-MNT04089	0:04:06	MISSION ST	10TH AVE	2
Assist invalid	5/1/2023 1:17 AM	230501-MNT03560	0:05:25	CARPENTER ST	4TH AVE	2
No incident found on arrival at dispatch address	5/15/2023 2:38 PM	230515-MNT03943	0:00:59	OCEAN AVE	SCENIC RD	3
No incident found on arrival at dispatch address	5/8/2023 10:52 PM	230508-MNT03773	0:02:11	MONTE VERDE ST	OCEAN AVE	3
No incident found on arrival at dispatch address	5/11/2023 2:24 PM	230511-MNT03836	0:02:21	LINCOLN ST	OCEAN AVE	3
No incident found on arrival at dispatch address	5/21/2023 1:40 PM	230521-MNT04098	0:03:20	2946 FRANCISCAN WAY		3
No incident found on arrival at dispatch address	5/19/2023 5:30 PM	230519-MNT04052	0:04:47	13TH AVE	SCENIC RD	3
No incident found on arrival at dispatch address	5/19/2023 12:58 PM	230519-MNT04047	0:05:41	SANTA LUCIA AVE	SAN CARLOS ST	2
No incident found on arrival at dispatch address	5/17/2023 8:43 AM	230517-MNT03989	0:06:52	SANTA RITA ST	1ST AVE	3
Steam, other gas mistaken for smoke, other	5/6/2023 8:18 AM	230506-MNT03711	0:04:52	SCENIC RD	SANTA LUCIA AVE	3
EMS call, party transported by non-fire agency	5/28/2023 8:44 PM	230528-MNT04306	0:02:16	7TH AVE	DOLORES ST	3
15			0:04:09			

700 Series (False Alarms)

Smoke detector activation due to malfunction	5/22/2023 12:01 PM	230522-MNT04121	0:02:13	JUNIPERO AVE	3RD AVE	3
CO detector activation due to malfunction	5/27/2023 3:53 AM	230527-MNT04251	0:04:57	SANTA FE ST	3RD AVE	3
Unintentional transmission of alarm, other	5/29/2023 8:37 PM	230529-MNT04336	0:04:23	SAN ANTONIO AVE	8TH AVE	3
Detector activation, no fire - unintentional	5/4/2023 10:37 PM	230504-MNT03671	0:02:43	SAN CARLOS ST	7TH AVE	3
Alarm system activation, no fire - unintentional	5/8/2023 4:48 PM	230508-MNT03768	0:02:57	SANTA FE ST	S MOUNTAIN VIEW AVE	3
Alarm system activation, no fire - unintentional	5/9/2023 9:47 AM	230509-MNT03781	0:08:29	JUNIPERO AVE	7TH AVE	3
6			0:04:17			

Over 5 Minute Response Times Cause of Delay: Code 3 Responses

230502-MNT03584 E15 delay due to time of night
 230517-MNT03989 Delay due to personnel
 230509-MNT03781 Delay due to clearing a previous call prior

Code 2 Calls	7
Code 3 Calls	39
Total # of Incidents	46
% Under 5 Minute Response Time	92%



CARMEL-BY-THE-SEA MAY 2023 Response Summary Report by Incident Type

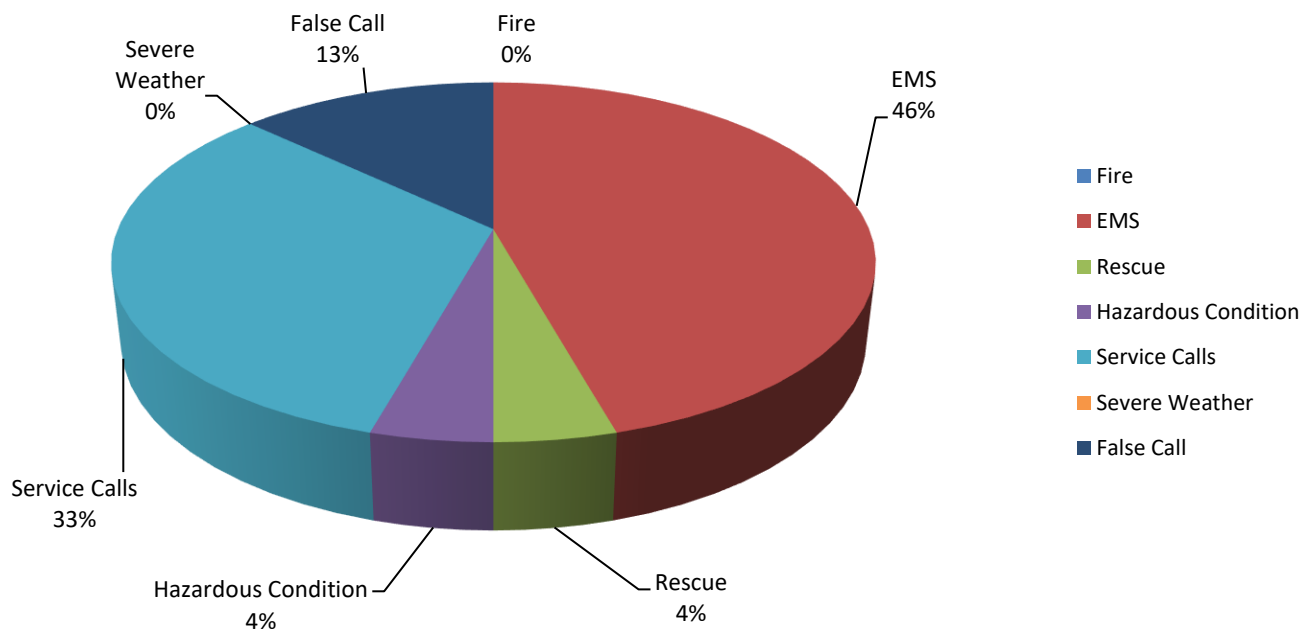


Type of Call	Number	Average Response Time
Fire	0	0:00
EMS	21	3:03
Rescue	2	2:18
Hazardous Condition	2	4:54
Service Calls	15	4:09
Severe Weather	0	0:00
False Call	6	4:17

Total Responses

46

2:40



Total Code 3 Calls:

39

Response Times for Code 3

Calls ≤ 5 minutes:

92%



RESPONSE SUMMARY REPORT BY DISTRICT
27015 CARMEL-BY-THE-SEA FIRE AMBULANCE
Alarm Date From: 05/01/2023 To: 05/31/2023



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS)						
EMS call, excluding vehicle accident with injury	5/3/2023	230503-CFA00642	00:04:15	SAN ANTONIO AVE	13TH AVE	3
EMS call, excluding vehicle accident with injury	5/3/2023	230503-CFA00644	00:04:52	112 CROSSROADS BLVD		3
EMS call, excluding vehicle accident with injury	5/4/2023	230504-CFA00646	00:04:09	25970 MISSION ST		3
EMS call, excluding vehicle accident with injury	5/4/2023	230504-CFA00647	00:00:48	MISSION ST	6TH AVE	3
EMS call, excluding vehicle accident with injury	5/5/2023	230505-CFA00654	00:02:09	CARPENTER ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	5/6/2023	230506-CFA00656	00:02:51	MONTE VERDE ST	11TH AVE	3
EMS call, excluding vehicle accident with injury	5/7/2023	230507-CFA00657	00:03:49	3080 RIO ROAD		3
EMS call, excluding vehicle accident with injury	5/9/2023	230509-CFA00665	00:03:30	SAN ANTONIO AVE	11TH AVE	3
EMS call, excluding vehicle accident with injury	5/18/2023	230518-CFA00696	00:01:57	JUNIPERO AVE	5TH AVE	3
EMS call, excluding vehicle accident with injury	5/21/2023	230521-CFA00707	00:03:21	2946 FRANCISCAN WAY		3
EMS call, excluding vehicle accident with injury	5/22/2023	230522-CFA00710	00:01:54	MISSION ST	3RD AVE	3
EMS call, excluding vehicle accident with injury	5/26/2023	230526-CFA00727	00:04:08	8TH AVE	S MOUNTAIN VIEW AVE	3
EMS call, excluding vehicle accident with injury	5/27/2023	230527-CFA00732	00:03:16	LINCOLN ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	5/28/2023	230528-CFA00736	00:02:31	7TH AVE	SAN CARLOS ST	3
EMS call, excluding vehicle accident with injury	5/28/2023	230528-CFA00738	00:02:56	7TH AVE	DOLORES ST	3
EMS call, excluding vehicle accident with injury	5/31/2023	230531-CFA00748	00:03:45	LOBOS ST	1ST AVE	3
EMS call, excluding vehicle accident with injury	5/31/2023	230531-CFA00749	00:02:53	26015 JUNIPERO ST		3
17			0:03:07			
322-399 Series (Rescues)						
Motor vehicle accident with injuries	5/15/2023	230515-CFA00680	00:00:44	OCEAN AVE	SCENIC RD	3
Motor vehicle accident with injuries	5/21/2023	230521-CFA00708	00:03:52	13TH AVE	DOLORES ST	3
2			0:02:18			
500 & 600 Series (Service Calls)						
Assist invalid	5/4/2023	230504-CFA00651	00:03:29	CARPENTER ST	5TH AVE	2
Assist invalid	5/21/2023	230521-CFA00706	00:03:22	MISSION ST	10TH AVE	2
Assist invalid	5/24/2023	230524-CFA00720	00:05:38	11TH AVE	TORRES ST	2
3			0:04:10			
700 Series (False Alarms)						
False alarm or false call, other	5/4/2023	230504-CFA00652	00:02:49	SAN CARLOS ST	7TH AVE	3
False alarm or false call, other	5/8/2023	230508-CFA00664	00:02:41	MONTE VERDE ST	OCEAN AVE	3
Smoke detector activation, no fire - unintentional	5/22/2023	230522-CFA00709	00:02:23	JUNIPERO AVE	3RD AVE	3
Alarm system activation, no fire - unintentional	5/8/2023	230508-CFA00660	00:03:10	SANTA FE ST	S MOUNTAIN VIEW AVE	3
Alarm system activation, no fire - unintentional	5/29/2023	230529-CFA00742	00:02:32	SAN ANTONIO AVE	8TH AVE	3
5			0:02:43			

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
Over 5 Minute Response Times Cause of Delay: Code 3 Responses					Code 2 Calls	3
					Code 3 Calls	24
					Total # of Incidents	27
					% Under 5 Minute Response Time	100%
					Total Average Response Time	0:03:04



RESPONSE SUMMARY REPORT BY DISTRICT
27015 CARMEL-BY-THE-SEA FIRE AMBULANCE
Alarm Date From: 05/01/2023 To: 05/31/2023



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
BIG SUR						
EMS call, excluding vehicle accident with injury	5/8/2023	230508-CFA00661	00:17:37	35550 HWY 1		3
Motor vehicle accident with injuries	5/9/2023	230509-CFA00666	00:16:32	GARRAPATA CREEK / HWY 1		3
Motor vehicle accident with injuries	5/22/2023	230522-CFA00713	00:26:27	45601 HWY 1		3
		3	0:20:12			
CARMEL HIGHLANDS						
EMS call, excluding vehicle accident with injury	5/1/2023	230501-CFA00631	00:13:29	115 YANKEE POINT DR		3
EMS call, excluding vehicle accident with injury	5/17/2023	230517-CFA00687	00:10:22	120 HIGHLAND DR		3
EMS call, excluding vehicle accident with injury	5/18/2023	230518-CFA00694	00:12:06	173 FERN CANYON RD		3
EMS call, excluding vehicle accident with injury	5/30/2023	230530-CFA00746	00:07:23	1576 CYPRESS DR		3
Motor vehicle accident with injuries	5/23/2023	230523-CFA00717	00:04:30	27720 HWY 1		3
False alarm or false call, other	5/22/2023	230522-CFA00715	00:14:00	HWY 1 @ GARRAPATA CREEK		2
		6	0:10:18			
CARMEL VALLEY						
EMS call, excluding vehicle accident with injury	5/27/2023	230527-CFA00733	00:06:58	5315 CARMEL VALLEY RD		3
		1	00:06:58			
CYPRESS						
EMS call, excluding vehicle accident with injury	5/1/2023	230501-CFA00633	00:05:57	3496 OLIVER RD		3
EMS call, excluding vehicle accident with injury	5/1/2023	230501-CFA00634	00:06:49	3230 MACOMBER DR		3
EMS call, excluding vehicle accident with injury	5/1/2023	230501-CFA00635	00:05:54	26256 CAMINO REAL		3
EMS call, excluding vehicle accident with injury	5/1/2023	230501-CFA00637	00:12:51	24900 PINE HILLS DR		3
EMS call, excluding vehicle accident with injury	5/2/2023	230502-CFA00639	00:08:13	2853 CUESTA WAY		3
EMS call, excluding vehicle accident with injury	5/2/2023	230502-CFA00640	00:06:46	HWY 1	CARMEL VALLEY RD	3
EMS call, excluding vehicle accident with injury	5/3/2023	230503-CFA00643	00:07:15	3601 EASTFIELD CT		3
EMS call, excluding vehicle accident with injury	5/3/2023	230503-CFA00645	00:05:11	3370 RIO RD		3
EMS call, excluding vehicle accident with injury	5/4/2023	230504-CFA00648	00:06:56	26135		3
EMS call, excluding vehicle accident with injury	5/5/2023	230505-CFA00653	00:08:08	2877 PRADERA RD		3
EMS call, excluding vehicle accident with injury	5/8/2023	230508-CFA00659	00:06:36	25740 CARMEL KNOLLS DR		3
EMS call, excluding vehicle accident with injury	5/8/2023	230508-CFA00662	00:03:34	2603 15TH AVE		3
EMS call, excluding vehicle accident with injury	5/8/2023	230508-CFA00663	00:06:57	3601 EASTFIELD CT		3
EMS call, excluding vehicle accident with injury	5/10/2023	230510-CFA00669	00:07:57	2890 RIBERA RD		3
EMS call, excluding vehicle accident with injury	5/11/2023	230511-CFA00670	00:04:06	25080 HATTON RD		3
EMS call, excluding vehicle accident with injury	5/11/2023	230511-CFA00671	00:06:35	25429 OUTLOOK DR		3
EMS call, excluding vehicle accident with injury	5/11/2023	230511-CFA00672	00:06:35	25429 OUTLOOK DR		3
EMS call, excluding vehicle accident with injury	5/12/2023	230512-CFA00673	00:05:37	3495 RIO RD		3
EMS call, excluding vehicle accident with injury	5/12/2023	230512-CFA00675	00:05:17	3495 RIO RD		3
EMS call, excluding vehicle accident with injury	5/12/2023	230512-CFA00679	00:05:34	26254 CARMELO ST		2
EMS call, excluding vehicle accident with injury	5/16/2023	230516-CFA00682	00:06:16	24332 SAN JUAN RD		3
EMS call, excluding vehicle accident with injury	5/16/2023	230516-CFA00683	00:04:58	26600 CARMEL CENTER PL		3
EMS call, excluding vehicle accident with injury	5/15/2023	230515-CFA00681	00:03:49	24815 CARPENTER ST		3

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
CYPRESS cont.						
EMS call, excluding vehicle accident with injury	5/16/2023	230516-CFA00684	00:06:07	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	5/17/2023	230517-CFA00691	00:07:31	26392 VALLEY VIEW AVE		3
EMS call, excluding vehicle accident with injury	5/18/2023	230518-CFA00692	00:08:54	246 CROSSROADS BLVD		2
EMS call, excluding vehicle accident with injury	5/18/2023	230518-CFA00695	00:10:30	6 CROSSROADS MALL		2
EMS call, excluding vehicle accident with injury	5/19/2023	230519-CFA00698	00:06:41	3601 EASTFIELD CT		3
EMS call, excluding vehicle accident with injury	5/20/2023	230520-CFA00704	00:08:27	HWY 1 / POINT LOBOS STATE RESERVE		3
EMS call, excluding vehicle accident with injury	5/23/2023	230523-CFA00716	00:05:51	555 CARMEL RANCHO SHOPPING CENTER		3
EMS call, excluding vehicle accident with injury	5/24/2023	230524-CFA00722	00:03:17	3600 OCEAN AVE		3
EMS call, excluding vehicle accident with injury	5/25/2023	230525-CFA00724	00:04:18	24832 CARPENTER ST		3
EMS call, excluding vehicle accident with injury	5/26/2023	230526-CFA00728	00:02:17	6 CROSSROADS MALL		3
EMS call, excluding vehicle accident with injury	5/27/2023	230527-CFA00730	00:14:34	1 POINT LOBOS STATE RESERVE		3
EMS call, excluding vehicle accident with injury	5/27/2023	230527-CFA00731	00:05:58	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	5/29/2023	230529-CFA00740	00:05:55	2553 15TH AVE		3
EMS call, excluding vehicle accident with injury	5/29/2023	230529-CFA00741	00:04:54	26360 MISSION FIELDS RD		3
False alarm or false call, other	5/17/2023	230517-CFA00689	00:04:04	HWY 1 / CARPENTER ST		3
False alarm or false call, other	5/17/2023	230517-CFA00690	00:05:56	HWY 1 / OCEAN AVE		3
39			0:06:29			
MONTEREY						
EMS call, excluding vehicle accident with injury	5/1/2023	230501-CFA00632	00:11:53	1575 SKYLINE DR		3
EMS call, excluding vehicle accident with injury	5/1/2023	230501-CFA0636	00:13:00	2511 GARDEN ROAD		3
EMS call, excluding vehicle accident with injury	5/12/2023	230512-CFA00678	00:06:54	23625 HOLMAN HWY		2
EMS call, excluding vehicle accident with injury	5/17/2023	230517-CFA00688	00:10:17	5 ABINANTE WAY		3
EMS call, excluding vehicle accident with injury	5/20/2023	230520-CFA00701	00:07:34	23795 HOLMAN HWY		3
EMS call, excluding vehicle accident with injury	5/20/2023	230520-CFA00703	00:09:11	1501 SKYLINE DR		3
EMS call, excluding vehicle accident with injury	5/24/2023	230524-CFA00723	00:08:56	414 RAMONA AVE		3
EMS call, excluding vehicle accident with injury	5/27/2023	230527-CFA00734	00:15:18	LEAHY RD / SYLVAN RD		2
EMS call, excluding vehicle accident with injury	5/28/2023	230528-CFA00735	00:12:03	345 DELA VINA AVE		3
EMS call, excluding vehicle accident with injury	5/29/2023	230529-CFA00739	00:09:54	351 MADISON ST		3
Cover assignment, standby, moveup	5/22/2023	230522-CFA00712	00:03:00	SOLEDAD AND MUNRUS		2
11			0:09:49			
PACIFIC GROVE						
EMS call, excluding vehicle accident with injury	5/20/2023	230520-CFA00705	00:14:10	399 DRAKE AVE		3
1			00:14:10			
PEBBLE BEACH						
EMS call, excluding vehicle accident with injury	5/12/2023	230512-CFA00674	00:08:38	4168 CREST RD		2
EMS call, excluding vehicle accident with injury	5/17/2023	230517-CFA00685	00:09:46	3210 MACOMBER DR		3
EMS call, excluding vehicle accident with injury	5/17/2023	230517-CFA00686	00:06:46	3210 MACOMBER DR		3
EMS call, excluding vehicle accident with injury	5/18/2023	230518-CFA00693	00:08:10	3892 RONDA RD		3
EMS call, excluding vehicle accident with injury	5/23/2023	230523-CFA00714	00:10:00	1630 SONADO RD		3
EMS call, excluding vehicle accident with injury	5/24/2023	230524-CFA00721	00:12:20	3128 SPRUANCE RD		2
EMS call, excluding vehicle accident with injury	5/31/2023	230531-CFA00747	00:10:19	3382 LAURELES LN		3
Motor vehicle accident with injuries	5/23/2023	230523-CFA00719	00:09:15	WHITMAN LN / WHITMAN PL		3
Motor vehicle accident with injuries	5/27/2023	230527-CFA00729	00:12:25	SOMBRIA CT	SOMBRIA LN	3
9			0:09:44			
SEASIDE						
EMS call, excluding vehicle accident with injury	5/4/2023	230504-CFA00649	00:19:44	1875 FREMONT BLVD		2

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority

SEASIDE cont.

Motor vehicle accident with injuries	5/20/2023	230520-CFA00700	00:13:51	DEL MONTE BLVD / MILITARY AVE		3

2

0:16:47

Code 2 Calls	10

Code 3 Calls	62

Total # of Incidents	72

Total Average Response Time	0:12:13



CITY OF CARMEL - FIRE AMBULANCE DEPARTMENT

MAY 2023

Response Summary Report by District Type

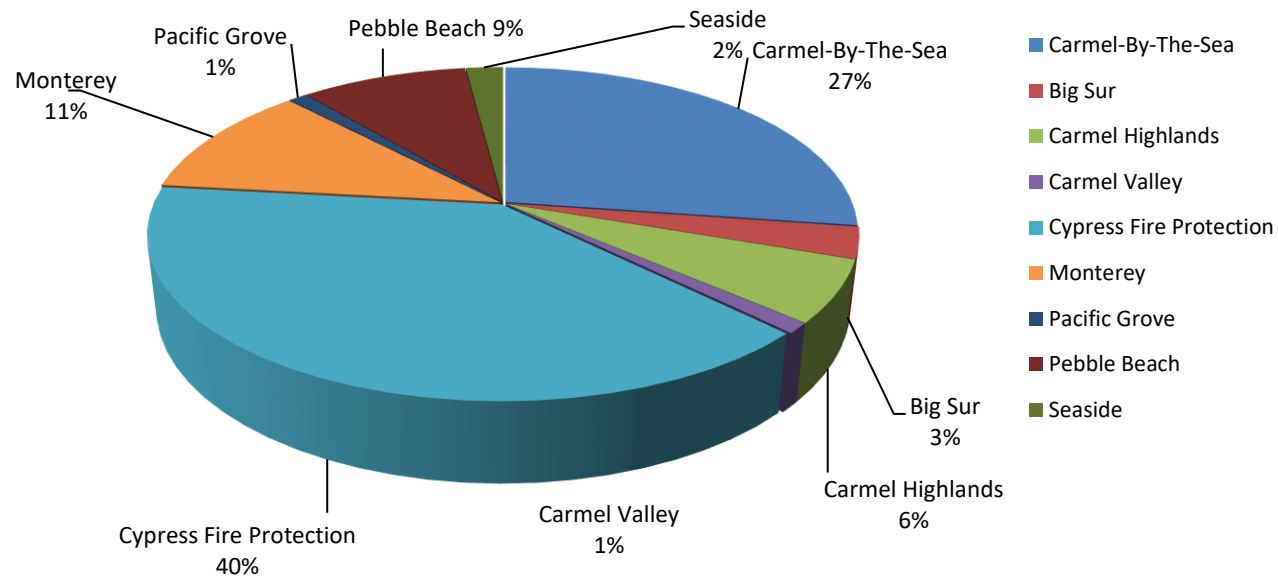


<u>District Response</u>	<u>Number</u>	<u>Average Response Time</u>
Carmel-By-The-Sea	27	3:04
Big Sur	3	20:12
Carmel Highlands	6	10:18
Carmel Valley	1	6:58
Cypress Fire Protection	39	6:29
Monterey	11	9:49
Pacific Grove	1	14:10
Pebble Beach	9	9:44
Seaside	2	16:47

Total Responses

99

10:50



Total Code 3 Calls:

24

CFA Response Times for Code 3

Calls ≤ 5 minutes:

100%

**City Clerk PRA Request Log
May 2023**

request number	Date Requested	10-day response date	records requested	requestor	date completed	notes
2023-52	5/3/2023	5/13/2023	Planning Commission Meeting minutes - August 19, 2015	Gabriella Giraldo	5/8/2023	Records sent
2023-53	5/12/2023	5/22/2023	previous permits granted for a private residence: 105 Laurel Dr, Carmel Valley	Tyler Mangum	5/12/2023	location is in the County. No responsive docs. Notified requester
2023-54	5/11/2023	5/22/2023	Water information for the area of "59 Torres St, Carmel"	Kumar Manik	5/17/2023	sent response
2023-55	5/25/2023	6/5/2023	a copy of the certificate of liability insurance for the contractor MONTEREY PENINSULA ENGINEERING that covers the 5/26/2022 date.	Katie Maciej	5/30/2023	no responsive documents
2023-56	5/16/2023	5/26/2023	copy of Solid Waste Franchise Agreement and amendments (Greenwaste)	Erin Merrill	5/17/2023	sent records
2023-57	5/3/2023	5/15/2023	Does the city still have the 1% Hospitality Improvement District Assessment?	Riz Barkatullah	5/17/2023	sent records (Ord. 2016-01)
2023-58	5/15/2023	5/25/2023	1) City population, if there's a number the city uses, 2) City Administrator compensation 2022-23, 3) Total wages and benefits paid in 2022-23, 4) Highest paid city official in wages and benefits 2022-23, 5) How much Chief Ward was paid Jan. 1, 2023-present while on leave, and the cost of paying an interim Chief since Jan.	Pam Marino	5/18/2023	sent records for items 1-4, item #5 is pending a separate report.
2023-59	5/25/2023	6/5/2023	1) copies of all contracts between Carmel and the consultant for the "6th RHNA Cycle Housing Element" and, contract with consultant for most recent general plan update. 2) most recent agenda report distributed to Council pertaining to the status of Carmel's application to Hcd for certification of its updated housing element.	Jane Haines	6/2/2023	records sent
2023-60	5/1/2023	5/11/2023	Property files for the Wolfe's residence at San Antonio 2 SE of 9th (APN 010-277-011-000) and their neighbors the Sandvicks residence located at Carmelo 3 SW of 9th (APN 010-277-003-000), including any tree permits, photos, correspondence, emails in regard to the Wolfes buckeye tree near their fence line that was pruned.	Jennifer Delja	5/1/2023 & 6/14/2023	partial records sent on 5/1/2023, need clarification on the rest. Remaining records sent on 6/14/2023.

**Police Records Request Log
May 2023**

Attachment 4

Request Date & Received By	10-Day Due Date	Date Completed by PSO	Requestor	Info Requested
05-09-2023 ALI	5/19/2023		Christopher Blasdale	Police Report, Statements from alleged victim
05-09-2023 ALI	5/19/2023		Carmen Garcia Diaz	Copy of Updated Report CG2300038
05/16 mw	5/26/2023	5/31 DA	Board of Register nursing	certified record CQ2300165
5/1/23 DA	5/11/2023	5-10 DA	Dennis Laurents	picked up from station
05/19/23 mw	ASAP	5/19 DA	MOCO PUBLIC DEFENDER - EMAIL	RIPA
5/24/2023	6/4/2023	6/2/23 DA	Carly Waters	CC2200493
5/19/23 DA	5/29/2023	5/19 DA	Law Office of Aron Mandl	CQ1900675
		06/10 JK	Jessica Seagraves	CG2300227
6/13/2023	6/23/2023		Dunnion Law Firm	CC2200585



CITY OF CARMEL-BY-THE-SEA

Public Works Department

May 2023 Monthly Report

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert M. Harary, P.E., Director of Public Works
SUBMITTED ON:	June 1, 2023
APPROVED BY:	Chip Rerig, City Administrator

City Council Meeting of May 2, 2023

- Read a Proclamation declaring May 21-27, 2023 National Public Works Week - Ready and Resilient, in Carmel-by-the-Sea.
- Adopted Resolution 2023-046 awarding a \$50,000 Purchase Order to Pacific Redwood Products for lumber and materials to be installed by Carmel Cares for the Scenic Pathway Barrier Rails Project.
- Adopted Resolution 2023-047 authorizing a 3-year Master Funding Agreement with TAMC for Regional Surface Transportation Program funding, with an allocation of \$60,800.
- Public Works Director updated Council on the Capital Improvement Program (CIP) including: 13 projects completed in FY 23, 25 incomplete projects from FYs 22 and 23, valued at \$6.7M, to be carried-over into FY 24, 16 new CIP projects for FY 24, valued at \$2.3M, and an update to the 5-Year CIP with potential future funding needs. With external funding, the total capital investment as of July 1, 2023 will be \$10.9M.

Planning Commission Meeting of May 10, 2023

- Planning Commission adopted a resolution finding the proposed CIP carry-over and new projects to be consistent with the General Plan.

Forest and Beach Commission Meeting of May 11, 2023

- Denied tree pruning permit TR 23-017 for trees and shrubs located in the public right-of-way along San Antonio Avenue, 2 southwest of Second Avenue. Directed staff to prune and maintain these City-owned trees and shrubs to best forestry practices, regardless of the competing desires of property owners located on both sides of these trees.
- At the northeast corner of Ocean Avenue and Guadalupe Street, continued a Public Hearing regarding pruning an acacia tree branch until a neighbor can testify at the June meeting.
- At the northeast corner of Fourth Avenue and Camino Real, approved removal of four oak trees and required replanting of three upper canopy trees. Also requested Applicant to monitor two additional trees, but should they further decline, permit fees for the same trees should be waived.
- Deferred until the June meeting an introduction of the Urban Forest Citizen's Advisory Group due to illness by Bill Taormina, the group's leader.
- Presented the Public Works Report, including the Forestry Division update, for April 2023.

Traffic Safety Committee Meeting of May 30, 2023

- As old business, reviewed an Applicant's request for a wooden fence along the west side of Carpenter Street, just south of the City limits, or other measures to slow traffic and enhance pedestrian safety. Reviewed a speed study's results demonstrating average speed of 28 mph, and a conversation with Monterey County Traffic operations. Motion passed to submit an encroachment permit to the County to install a new City "Reduce Speed Ahead" sign, and to perform another speed survey a few months after the sign is installed.
- Discussed Friends of Mission Trail Nature Preserve (FOMTNP) request to prohibit bicycles and e-bikes in the Preserve. Committee discussed embankment erosion problems caused by bikes, and patrol and enforcement challenges. Committee moved to continue item until representative of FOMTNP appear, and to gather statistics on prior bike complaints, existing bike signs, and any bike-prohibiting governing documents, and return at the next meeting.

Administration

- Environmental Programs Manager Mary Bilse began on May 16th. Initial projects include Greenwaste Recovery rate increase, Coastal Engineering Study, adoption of new Stormwater Ordinances, and North Dunes Habitat Restoration projects.
- For the City Forester position, final interviews were held, an offer was made and accepted, and the candidate is currently in background check with a tentative start date in July.
- Celebrated National Public Works Week with a luncheon and backhoe rodeo games – a great teambuilding event.
- Monterey Fire provided training on CPR and First Aid to all Public Works staff.
- Administrative Coordinator Yvette Oblander and Environmental Technician Jessica Juico attended the Annual Women's Leadership Summit in Oakland.
- Met with representatives of the California Department of Water Resources to review flood insurance programs, ordinance, and training opportunities.
- For the Scout House RFP for renovation, activities programming, and facility management, received questions from potential proposers and provided responses. Also updated staff report, 2 resolutions, and presentation for the second Public Hearing for June 6th.
- Checked draft Budget Book for FY 2023/24 and made edits regarding the Public Works operating budget and CIP sections. Also responded to questions from the public.
- Community Planning & Building and Public Works managers met to review development review processes and considered streamlining measures. Started to develop a Construction Management Plan template for larger development projects.

Carmel Cares

- Council approved a \$3,000 Discretionary Grant to Carmel Cares for proposed upgrades at the Vista Lobos park.
- MPC horticulture professor, Alan Wheat, took his Native Plant Class to the Forest Theater where they planted native grasses and plants to supplement landscaping recently installed by Carmel Cares.
- A pathway was cleared out behind the Forest Theater fencing as requested by neighbors, and the seating area was cleaned prior to Pac Rep performances.
- At the North Dunes Habitat Restoration Site, coordinated with volleyball player volunteers to pull weeds out of ice plant and amongst endangered species.
- Completed Phase I of the landscaping improvements in the Post Office parking lot.

Environmental Programs

- Coordinated with ReGen Monterey consultant, HF&H, who performed a rate increase review for GreenWaste Recovery, and with ReGen staff regarding a second Amendment to

the Memorandum of Understanding regarding SB 1383 implementation programs and cost sharing. Prepared staff report, resolution, and presentation for the June 6th Council meeting, with a 3.71% rate increase to take effect on July 1st. The City's 13% franchise fee for Fiscal Year 2023/24 is estimated at \$443,074.

- Received Used Oil Recovery program materials from Monterey County Environmental Health Department, and will submit authorization letter for Council approval in July.
- New Environmental Programs Manager reviewed the updated Storm Water ordinances for first reading/Public Hearing at an upcoming Council meeting.
- For the Coastal Engineering Study, the Project Team reviewed the preliminary findings of Task 2, which includes historical beach sand movement, coastal tide patterns, and future changes due to climate change. Consultant EMC/Integral also prepared an application for a non-competitive Coastal Commission LCP grant, requesting over \$418k, for future phases of the Coastal Engineering Study. Grant application being reviewed by staff.
- The quarterly GreenWaste Recovery report indicated that Carmel's trash diversion rate, for recycling and organics, increased. However, total tonnage of trash generated in the City also increased.
- Participated in Snapshot Day with the California Marine Sanctuary Foundation to help protect the Monterey Bay National Marine Sanctuary.

Facility Maintenance

- Baxter Electric completed installation of electric vehicle connections at the City Hall north parking lot and in the Public Works garage.
- Thayer Construction completed installation of a new concession counter at Sunset Center.
- Chris Dinner Heating repaired downspouts and installed leaf traps at Sunset Center.
- For a room behind the stage at Forest Theater, the roof, punctured by a falling tree limb during a January storm, was repaired by Ross Roofing. Seeking FEMA reimbursement funds.
- PureServe provided detailed cleaning and floor waxing of many City buildings, including at Flander's Mansion.
- Dismantled and hauled away old shelving and supported assembly of new shelving at the Park Branch Library (PBL).
- Exterior lights were repaired in the PBL parking lot and at the Police station.
- Obtained quotes to purchase, rather than continue to rent, three ADA-accessible portable toilets and two hand washing sinks at the Forest Theater. Appears that the capital investment will pay for itself in just one year.

Project Management for the Capital Improvement Program

4 Leaf Projects:

- For the Police Building Project, final scope of work, schedule, and fee negotiations were held with Indigo architects. The selection process and outline of work to be provided by Indigo was discussed with the Council Ad Hoc committee. With a 19% contingency, a \$300k Professional Services Agreement with Indigo will be presented at the June 6th Council meeting.

Ausonio, Inc. Projects:

- For the \$213,600 City Hall Retaining Wall Repair Project, contractor Rehak General Engineering hit the ground running in May. The redwood planter wall was demolished, the historic building wall was shored by helical piles, and a steel-reinforced concrete foundation wall with keyed footing was constructed. The project is well ahead of schedule and on budget.
- For the City Hall Roof Replacement, HML Exterior/Interior Painting, Sunset Center Exterior Painting, and Cottage Windows Repairs, 10 Over Studios and Ausonio submitted a 95% bid

package for review, and submitted the package for a building permit readiness review. Review comments are in progress.

- For the Facility Condition Assessments Report for four City buildings, final review comments to the draft report, prepared by Bureau Veritas, were returned for corrections and editing.
- Ausonio and staff examined the condition of the failing wooden fence along the San Antonio Pathway, between Second and Fourth Avenues, and a preliminary game plan was developed.

Wallace Group Projects:

- For the Mission Trail Nature Preserve (MTNP) Well Abandonment and Water Tank/Pump House Removal Project, the project was advertised for bids effective May 8th, and a well-attended pre-bid meeting was held on May 24th.
- Schaaf & Wheeler Engineers presented their final Storm Drain Master Plan Update to the Project Team. Final edits to the report are in progress.
- For the Concrete Streets Repair Project, review comments by Wallace Group and staff were sent to BKF Engineering for corrections, and BKF submitted revised 30% plans. Significant changes in scope and fee were evaluated to include the 3 intermediary cross streets along Ocean Avenue, between Monte Verde Street and San Antonio Avenue. Specifically, the Project Team now recommends including the returns of the cross streets, up to the sidewalk crossings both north and south of Ocean, into the project to be consistent with the new road surfacing along Ocean Avenue.
- Initial discussions and a field walk were performed for Wallace Group to design the FY 23/24 city-wide Paving Project, including 5 street overlays, 20 slurry seals, and 7 sidewalk repairs. Having Wallace Group prepare this design themselves, rather than overseeing the design by a third party, will save time and money.

Additional CIP Projects:

- For the MTNP 3 Drainage Improvements Project, additional back and forth questions and answers continued with the California Department of Fish and Wildlife and the Water Quality Control Board prior to issuance of these regulatory permits which have delayed this project.
- For the Electrical Panel Upgrades and Sunset Center Meter Replacement Projects, and EV Charging Stations in the Vista Lobos parking lot, we continued to review scope of work and fee proposals from Advance Design Consultants. A Professional Services Agreement is being prepared and anticipated to be presented to Council in July.
- Neill Engineers completed the FY 2019/20 Paving Project plans, removing paving on Junipero and Fifth to phase in underground drainage improvements, and San Carlos Street median islands. Staff is updating the contract documents with bid advertising projected by late June.
- The electric Street Sweeper has been assembled overseas. Delivery was delayed by several months, but is now expected by mid-July.

Street Maintenance

- Collaborated with Monterey Fire and Carmel Police to consider alternatives for beach emergency access resulting from the January storms which destroyed the preferred beach access ramp near Eighth Avenue. At the west of the Del Mar parking lot, relocated a boulder, installed a chain, deflated tires, and successfully test drove fire, police, and public works vehicles down to the tide line and back up into the parking lot.
- Rented a bobcat and spread sand up the embankment near the Del Mar parking lot and west of the volleyball courts to cover over exposed sandstone.
- Installed the dry weather diversion steel plates in the storm drain inlets along the shoreline to prevent any summer storm flows from entering onto Carmel beach and into the ocean.
- Cleared out more piles of fire fuel and debris from MTNP, with many more piles remaining.

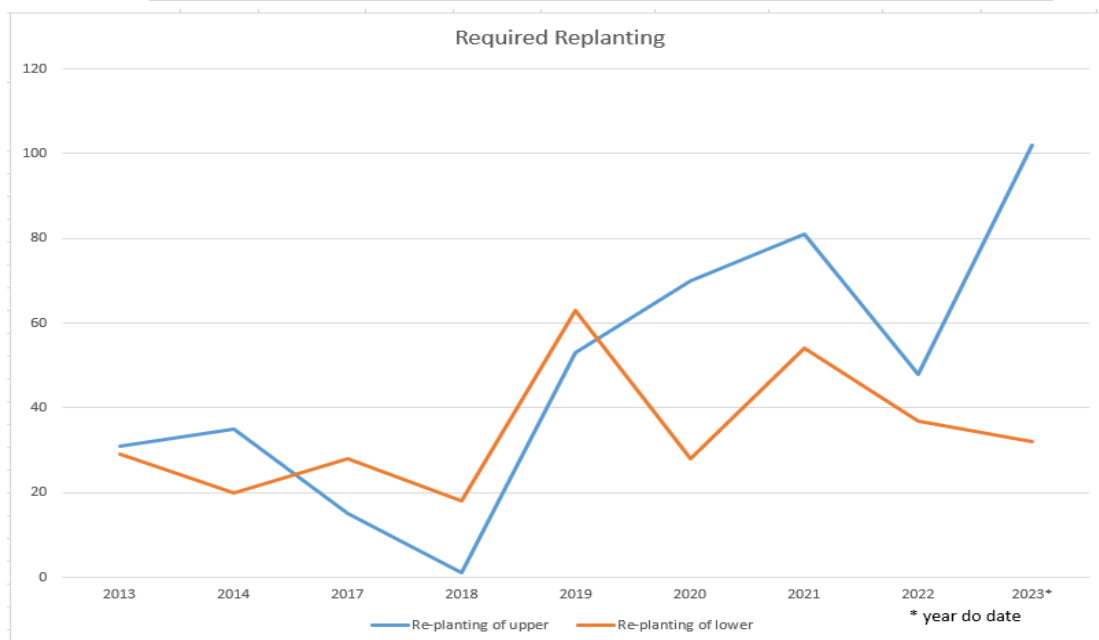
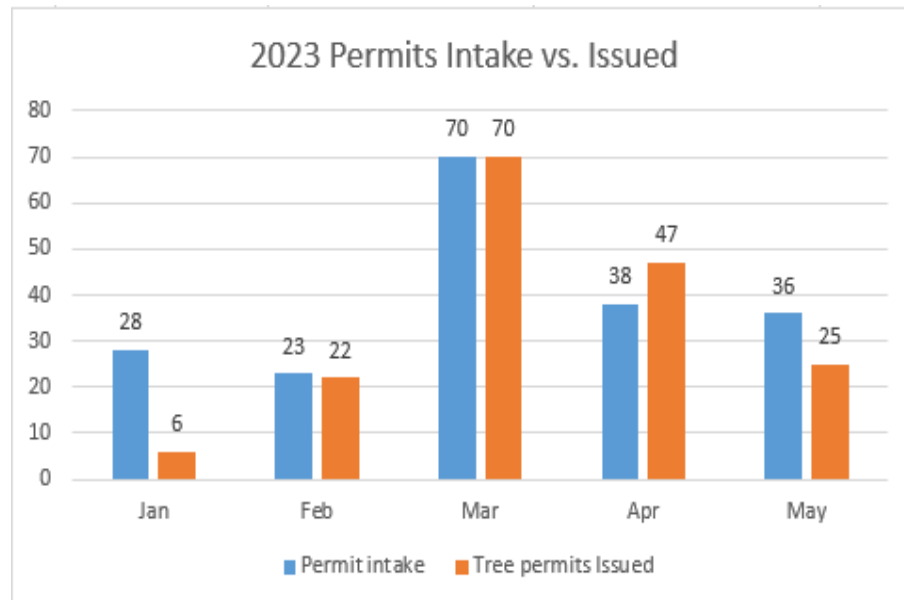
- Prepared for the Memorial Day Holiday weekend by cleaning sidewalks, providing additional trash bins, supporting events, and weekend staffing.
- Street crews began the Annual Traffic Painting Program which includes painting traffic stripes, pavement legends and markings, and painted curbs, and thermoplastic markings.
- Continued to meet with and provide backup information for potential FEMA reimbursement for damages resulting from the January storms.
- Met with PG&E staff liaison to review a multitude of PG&E and City issues, including updated contact lists, undergrounding utilities, joint pole issues, and electric vehicle programs.
- Completed updating Public Works fees for services, such as encroachment and tree permits.

Forestry, Parks, and Beach

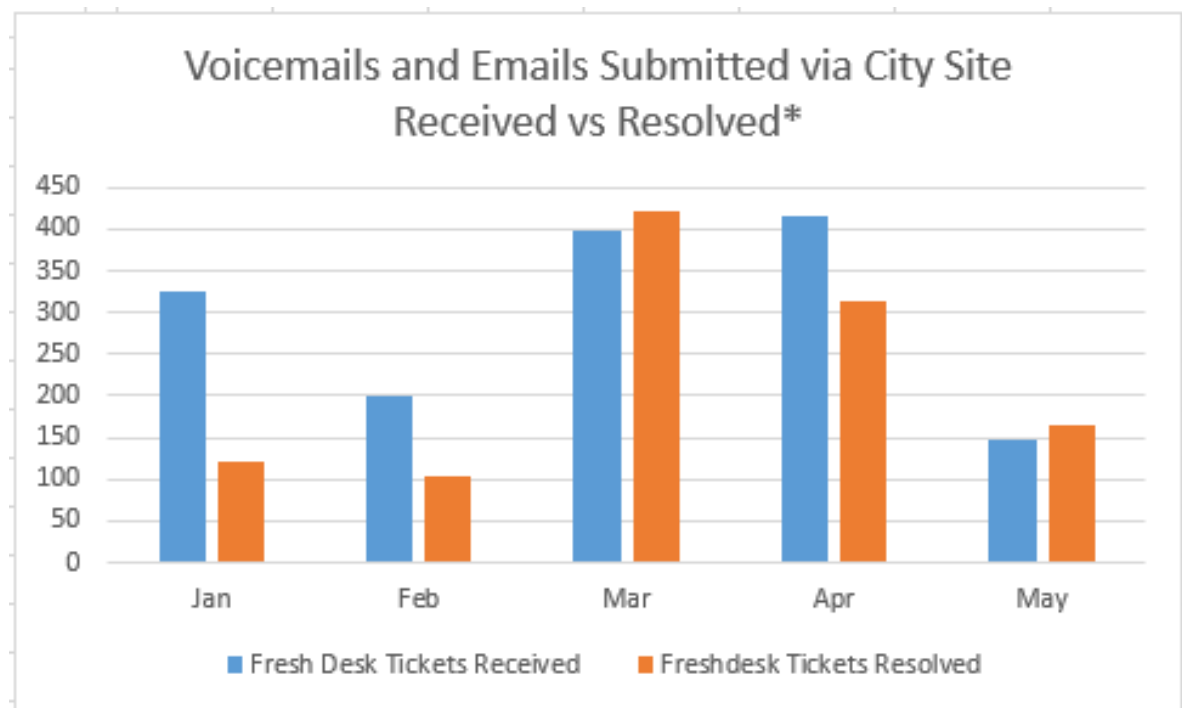
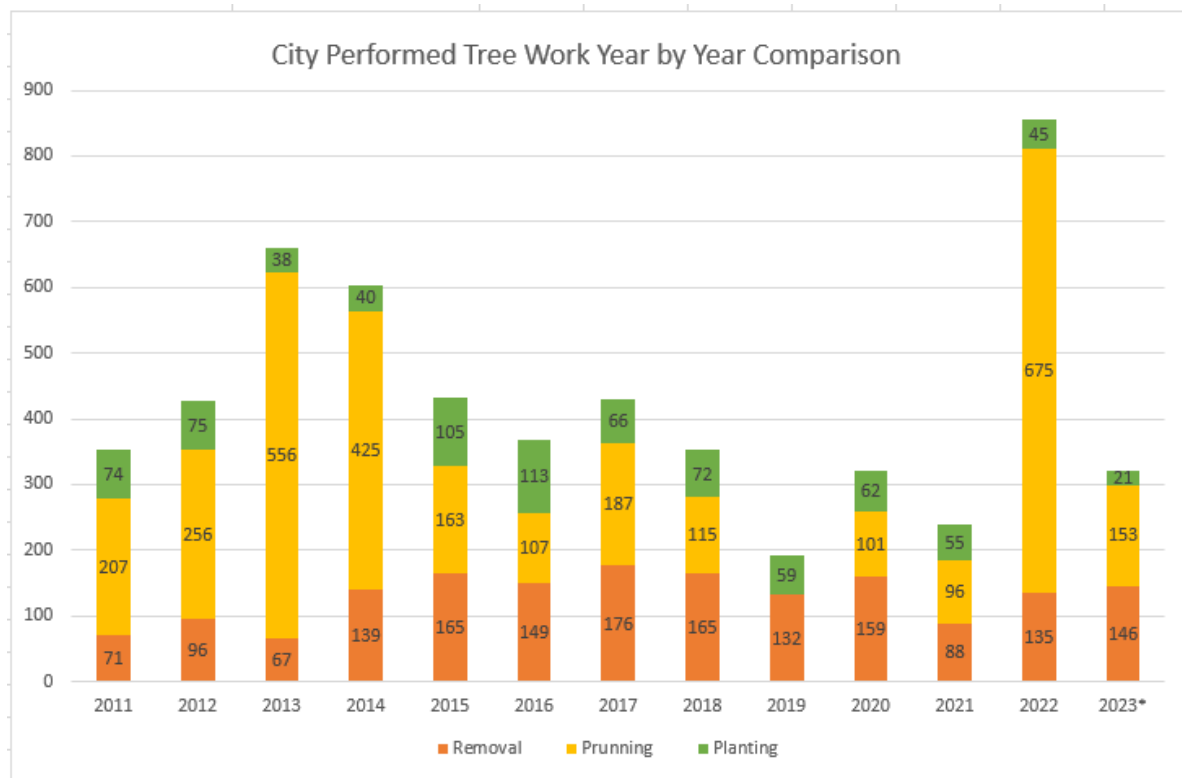
- Davey Resource Group continues making good progress with technical studies associated with development of the Urban Forest Master Plan (UFMP). They are nearing completion of the GIS mapping and operational review, halfway done with the tree canopy and land cover assessments, and starting on the economics analysis and stakeholder interview questions.
- Coordinated with Cal Fire and provided additional backup information for reimbursement of approximately \$89k of the \$150k grant for the UFMP.
- Thirteen (13) applications were submitted by the May 26th deadline for candidates to serve on the UFMP Steering Committee which will supplement the Forest and Beach Commissioners during upcoming presentations and workshops. The first community workshop will be during the week of July 10th, and Davey will seek Commission visioning for the future of the urban forest at the July 13 Commission meeting.
- On-call tree services contractors Community Tree Service, Tope's Tree Service, and West Coast Arborist were awarded contracts with initial amounts of \$30k, \$60k, and \$60k, respectively, for FY 2022/23. Due to March storms recovery, these funds have been exhausted by \$33,236. At the June 6th meeting, Council will be asked to approve Change Orders #1 to increase the contract budgets by this amount for the remainder of this FY, plus approve Change Orders #2 to award each contractor \$175k for FY 2023/24, for a total of \$525k.
- Prepared a Professional Services Agreement with Justin Ono, of Ono Consulting, to provide consulting arborist services on an on-call, as-needed basis for up to \$100k through June 30, 2025. Agreement submitted for Council approval at the June 6th meeting.
- On-call landscape maintenance contractor, Town & Country, continues working on numerous task orders covering a wide range of landscaping services.
- The local workshop for the Community Wildfire Protection Plan was attended by roughly 30 residents. Preliminary findings can be found via a link on the City website's main landing page.
- Forestry crews continued with dangerous tree removals, hanger removals, debris clearing, and chipping. The most hazardous trees from the winter storms have been removed, but second tier, potentially-hazardous trees remain to be removed or pruned.
- The Powerpoint presentation, entitled: "*City Prioritization, Data, and Actions Related to Tree Concerns*," as presented to the Forest and Beach Commission in April 2023, was posted on the City's Forestry website and is available from the following link:
<https://ci.carmel.ca.us/post/additional-forestry-division-resources>

Private Development Activities

2023 Permitted removals, pruning, and required planting											
	Tree permits received	Tree permits Issued	Total Prunings	Total Removals	Removal of Upper	Removal of Lower	Required to Plant Upper	Required to Plant Lower	No room for new tree	Meets Density Rec.	Total Number of Trees Required
January	28	6	0	12	3	7	5	1	0	2	5
February	23	22	1	24	15	9	15	10	0	0	25
March	70	70	21	71	47	24	32	14	1	7	46
April	38	47	16	53	49	4	32	3	2	2	35
May	36	25	9	26	20	6	18	4	4	7	22
June											
July											
August											
September											
October											
November											
December											
2023 totals	195	170	47	186	134	50	102	32	7	18	133



City Forestry, Parks, and Beach Activities



* Numbers only represent correspondences received via the City's website and do not include live calls, voicemails, and emails sent directly to employees from residents, nor return calls and emails from employees.



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

July 11, 2023
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: May 2023 Check Register Summary

RECOMMENDATION:

Approve the check register for May 2023.

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 May 2023.

FISCAL IMPACT:

The check register summary for May 2023 totals \$1,296,834.63.

PRIOR CITY COUNCIL ACTION:

Council ratified the April 2023 check register at the June 6, 2023, regular meeting.

ATTACHMENTS:

Attachment 1) May 2023 Check Register Summary

May 2023 Check Register

Check No.	Vendor/Employee	Transaction	Date	Amount
Department: 000 ____				
51312	Visit Carmel	CRID Remittance Q1 2023	05/31/2023	51,773.91
Total for Department: 000 ____				51,773.91
Department: 110 City Council				
51207	Peninsula Messenger LLC	Mail service sorting and delivery	05/05/2023	5,229.00
Total for Department: 110 City Council				5,229.00
Department: 111 City Administration				
51179	Amazon Web Services Inc	Data and cloud storage fees	05/05/2023	1,909.17
51183	AT&T	Telephone service citywide	05/05/2023	2,289.91
51188	Carmel Pine Cone	Legal noticing	05/05/2023	795.00
51193	FedEx	Shipping fees-Business office	05/05/2023	19.44
51195	Iron Mountain	Records storage service	05/05/2023	402.25
51203	MRC	Xerox Copier Usage fees - All city copiers	05/05/2023	2,599.35
51204	NHA Advisors	Current year Pension Consulting:Bond arbitrage and compliance re	05/05/2023	3,700.00
51205	Office Depot, Inc.	Office supplies - Admin	05/05/2023	192.72
51214	Softchoice Corporation	Annual contract Enterprise Agreement:Cloud Platform per quote	05/05/2023	21,765.68
51215	Springbrook Software	Professional services relating to accounting software usage	05/05/2023	622.00
51217	T-Mobile	Monthly cell service, usage and purchases	05/05/2023	1,520.04
51220	Universal Staffing Inc	Temporary staffing services:Front desk, City Hall	05/05/2023	2,318.00
51223	Verizon Wireless	Usage and purchase charges	05/05/2023	328.93
51225	Xerox Financial Services	Xerox copier leases citywide	05/05/2023	4,576.11
51227	AT&T	Telephone service citywide	05/11/2023	1,046.42
51229	Carmel Rotary Club	Panetta speaking event - City Admin ticket	05/11/2023	100.00
51231	Copies By-The-Sea	Agenda printing services	05/11/2023	623.82
51235	Digital Deployment	Website support agreement:Maint, training, security and updates	05/11/2023	700.00
51237	Municipal Resource Group, LLC	Traffic Congestion Reduction and Parking Management Program	05/11/2023	9,063.05
51242	Universal Staffing Inc	Temporary staffing services:Front desk, City Hall	05/11/2023	2,318.00
51245	Robert Half	Temporary payroll assistance services	05/11/2023	13,183.20
51246	Solutions Office Interiors, Inc	Bus Office furniture delivery and installation	05/11/2023	11,049.56
51261	Carmel Pine Cone	Legal noticing	05/19/2023	819.00
51269	J 4 Systems	Migration of Active Network Servicer	05/19/2023	1,880.00
51275	Office Depot, Inc.	Office supplies - Admin	05/19/2023	330.13
51279	Pitney Bowes Bank Inc Purchase Power	Postage-meter refills	05/19/2023	3,406.05
51291	US Bank	IIMC Membership City Clerk	05/19/2023	185.00
51291	US Bank	IT Subscriptions ConstantContact	05/19/2023	70.00
51291	US Bank	IT Subscriptions Junction Networks	05/19/2023	1,145.06
51291	US Bank	HR Subscriptions MetroFax	05/19/2023	11.95
51291	US Bank	IT Subscriptions Junction Networks and Microsoft	05/19/2023	1,626.32
51291	US Bank	IT Subscriptions Zoom, Adobe, Google, BackBlaze	05/19/2023	2,474.97
51291	US Bank	IT Subscriptions Equipment	05/19/2023	547.91
51291	US Bank	HR Subscriptions MetroFax	05/19/2023	11.95
51291	US Bank	IT Subscriptions Junction Networks	05/19/2023	847.82
51291	US Bank	IT Subscriptions Microsoft, Freshworks, Zoom, Google, Adobe, Apple	05/19/2023	2,404.81
51295	Alhambra	Water service City Hall	05/31/2023	250.11
51297	Carmel Pine Cone	Legal noticing	05/31/2023	487.50
51298	Chavan and Associates, LLC	Financial audit FY 2022-23	05/31/2023	4,000.00
51299	Comcast	City Hall cable services	05/31/2023	146.77
51300	Corbin Willits System	MOM Financial system monthly fee	05/31/2023	720.79
51301	Afza Irani	Mileage & parking reimbursement - MMANC Women's Leadership Summi	05/31/2023	119.32
51302	Juanita Menig	MMANC Conference expenses	05/31/2023	189.34
51305	MRC	Xerox Copier Usage fees - All city copiers	05/31/2023	517.87
51306	Municipal Resource Group, LLC	Traffic Congestion Reduction and Parking Management Program	05/31/2023	20,308.25
51307	Springbrook Software	Professional services relating to accounting software usage	05/31/2023	141.75
51309	Universal Staffing Inc	Temporary staffing services-City Hall front desk	05/31/2023	6,084.75
51310	US Bank	PW Appreciation Breakfast	05/31/2023	329.59
51310	US Bank	NYT Digital Subscription	05/31/2023	17.00

Attachment 1

51310	US Bank	AICP membership	05/31/2023	727.00
51310	US Bank	HR Subscriptions Checkr	05/31/2023	35.00
51310	US Bank	Meeting expense	05/31/2023	106.17
51311	Verizon Wireless	Usage and purchase charges	05/31/2023	1,321.60

Total for Department: 111 City Administration	132,386.43

Department: 112 City Attorney

51184	Best Best & Krieger, Attorney At Law	Legal fees: Telecommunication	05/05/2023	5,935.00
51187	Burke,Williams & Sorensen, LLP	Legal services	05/05/2023	55,823.50
51213	Sloan Sakai Yeong & Wong	Legal services	05/05/2023	3,450.00
51287	Sloan Sakai Yeong & Wong	Legal services	05/19/2023	3,097.50

Total for Department: 112 City Attorney	68,306.00

Department: 115 Community Planning & Building

51233	CSG Consultants, Inc.	FY 22-23: Building Dept. - Plan Review Svcs.	05/11/2023	1,710.00
51234	De Lage Landen Financial	FY 22-23: Planning Dept. - Financial Svcs.	05/11/2023	212.22
51240	Quality Print & Copy	Public Notice Postcards - Split Acct.	05/11/2023	675.10
51243	US Bank	INT'L CODE COUNCIL - ECPA-'15 IECC 1Y	05/11/2023	28.65
51243	US Bank	iWorQ USB Credit card machine	05/11/2023	54.00
51243	US Bank	Housing Element Meeting	05/11/2023	46.50
51244	Winter and Company	DT 1.5 - Step 6: Develop Draft 1	05/11/2023	12,650.00

Total for Department: 115 Community Planning & Building	15,376.47

Department: 116 Police

51176	Alhambra	Water service Police Dept	05/05/2023	232.16
51177	Allegretto Vineyard Resort	Travel - Police Chief Retreat	05/05/2023	822.39
51178	Amazon Capitol Services	CERT expenses PD	05/05/2023	973.22
51181	Anthony Gotelli	Travel expenses-Firearms Course	05/05/2023	226.00
51185	Biddle Consulting Group Inc	CritiCall Annual Software License Renewal-Exp 3/22/2024	05/05/2023	2,024.93
51197	Javier Auto Services	PD Auto repairs	05/05/2023	319.92
51198	Jeff Watkins	Travel - Police Chief Retreat 5/22-5/24/2023	05/05/2023	176.00
51201	Lexipol LLC	Coridca Law Enforce. Wellness App renewal 5/1/23-4/30/2024	05/05/2023	2,849.05
51209	Performa Labs, Inc	Performa Course fee	05/05/2023	2,440.00
51210	Point Emblems	Police Dept-Badges and insignia	05/05/2023	308.13
51216	T2 Systems Canada Inc.	PD:Digital iris services	05/05/2023	75.00
51219	United Public Safety, Inc-Attn: Accts Rec	Ticketing Platform for Pd-Subscription renewal	05/05/2023	18,211.24
51221	US Bank	WhentoWork software PD	05/05/2023	3,335.02
51230	Carmel Towing & Garage	FY 22-23 Fuel charges PD	05/11/2023	3,867.98
51232	County of Monterey IT Dept	PD:Cellular access/telephone calling and access	05/11/2023	6,173.13
51256	Amazon Capitol Services	PD Supplies and equipment	05/19/2023	1,380.91
51265	De Lage Landen Financial	Police Dept copier lease	05/19/2023	161.70
51266	Department of Justice/Accounting Office	PD:Fingerprinting services	05/19/2023	32.00
51268	Intoximeters	PD Mouthpiece ASIV or ECIR	05/19/2023	154.73
51283	Same Day Shred	PD-Document shredding services	05/19/2023	45.00
51299	Comcast	PD Cable services	05/31/2023	342.37

Total for Department: 116 Police	44,150.88

Department: 117 Fire

51180	American Supply Company	Housekeeping supplies-Fire Dept	05/05/2023	178.62
51190	City Of Monterey	FY 22-23 Fire Dept vehicle repairs	05/05/2023	933.82
51202	Mission Linen Service	Fire Dept laundry service	05/05/2023	154.98
51226	Alhambra	Water service Fire Dept	05/11/2023	143.28
51230	Carmel Towing & Garage	Fire Dept gas expense (E15)	05/11/2023	677.46
51232	County of Monterey IT Dept	Fire Dept:Cellular access/telephone calling	05/11/2023	1,170.72
51273	Mission Linen Service	Fire Dept laundry service	05/19/2023	263.07
51303	Mission Linen Service	Fire Dept laundry service	05/31/2023	138.34
51308	Stryker	Parts and service repairs	05/31/2023	715.25

Total for Department: 117 Fire	4,375.54

Department: 118 Ambulance

51196	Isaac Eckel	Refund per MOU - Uniform pants	05/05/2023	181.07
51208	Peninsula Welding & Medical Supply, inc.	Ambulance Dept-Oxygen/hazardous materials transport service	05/05/2023	90.30

Attachment 1

51228	Bound Tree Medical LLC	Medical supplies	05/11/2023	629.85
51230	Carmel Towing & Garage	Amb Dept gas expense (7166)	05/11/2023	1,148.23
51260	Bound Tree Medical LLC	Medical supplies	05/19/2023	1,830.51
51265	De Lage Landen Financial	Ambulance Copier lease	05/19/2023	71.01
51274	Monterey Sanitary Supply	Fire Dept-janitorial supplies	05/19/2023	100.72
51278	Peninsula Welding & Medical Supply, inc.	Ambulance Dept-Oxygen/hazardous materials transport service	05/19/2023	69.62
51294	Wittman Enterprises, LLC	Ambulance billing service	05/19/2023	5,007.26

Total for Department: 118 Ambulance	9,128.57

Department: 119 Public Works

51182	AR Gutters & Sheet Metal Inc.	Fabrication and install Copper gutters at Carmel Fire Depts.	05/05/2023	722.00
51188	Carmel Pine Cone	Legal noticing-4/14/23 #2315MND013	05/05/2023	425.00
51191	Cleve Waters	Travel - FM Expo in SFO	05/05/2023	190.32
51199	League of California Cities	2023 Local Streets and Road Needs Assessment	05/05/2023	200.00
51205	Office Depot, Inc.	PW/FM/Forestry - Office Supplies FY 2023	05/05/2023	87.14
51206	Otis Elevator Company	Service work for elevator and dumb waiter	05/05/2023	1,319.67
51211	Scarborough Lumber & Building	Supplies for Forestry 4/3/23 #446709-4	05/05/2023	4,171.57
51212	Sentry Alarm Systems	HML and PBL burglar alarm system 4/15/23 #2216303	05/05/2023	231.00
51218	Town and Country Gardening	On call landscape service for City	05/05/2023	10,000.00
51220	Universal Staffing Inc	Temporary staffing services-PW Louise Bradley-Forestry	05/05/2023	1,700.00
51221	US Bank	Supplies for PW-RC1816 4/6/23	05/05/2023	56.86
51221	US Bank	PW & PD food for staff during storms	05/05/2023	664.30
51221	US Bank	Annual renewal fee APWA	05/05/2023	229.00
51224	Wm Baxter Electric	Street Sweeper Charging Station	05/05/2023	3,422.00
51241	U.S. Direct LLC	Conf. Order #M8OP9C0NX9 -Stump Grinder	05/11/2023	7,236.33
51257	American Lock & Key	Locksmith service for City Facilities	05/19/2023	413.85
51258	Applied Marine Sciences	Microbial Source Tracking	05/19/2023	13,705.98
51262	Carmel Towing & Garage	PW Streets - Fuel for PW vehicles	05/19/2023	2,111.33
51263	Cintas Corporation	PW Uniform Service 21/22 FY	05/19/2023	515.21
51264	Community Tree Service	Tree work as directed by City Forester	05/19/2023	16,547.24
51267	Golden State Portables	Portables for Forest Theater -	05/19/2023	1,062.19
51271	John Ley's Tree Service	Tree work as directed by PW/Forestry	05/19/2023	9,896.55
51272	M & S Building Supply	FACILITY MAINT. DIVISION - Supplies	05/19/2023	27.32
51275	Office Depot, Inc.	PW/FM/Forestry - Office Supplies FY 2023	05/19/2023	71.91
51276	Ono Consulting	Arboriculture Consulting	05/19/2023	7,200.00
51281	Pureserve Building Service	Janitorial services	05/19/2023	21,141.35
51282	Rodriguez tree Service LLC	Emergency tree work in city -Storms #786 3/27/23	05/19/2023	9,900.00
51284	Scarborough Lumber & Building	Chainsaw supplies 3/24/23 446579-4	05/19/2023	979.23
51286	Sentry Alarm Systems	PW fire system instal 3154.28/ PW security system upgrade 644.58	05/19/2023	1,318.29
51288	Tope's Tree Service Inc.	Tree services citywide as directed by City Forester	05/19/2023	14,453.50
51289	Town and Country Gardening	On call landscape service for City	05/19/2023	2,820.00
51290	Universal Staffing Inc	Temporary staffing services-PW Louise Bradley-Forestry	05/19/2023	3,761.08
51291	US Bank	Earth Day promotional items	05/19/2023	225.88
51293	West Coast Arborists Inc .	Contract tree work	05/19/2023	18,652.70

Total for Department: 119 Public Works	155,458.80

Department: 120 Library

51239	Pacific Grove Self Storage	Storage Unit - Document storage	05/11/2023	353.00
51270	Jayson Architecture	Professional architectural services Library	05/19/2023	11,188.70

Total for Department: 120 Library	11,541.70

Department: 121 Community Activities

51189	Carmel Woman's Club, Inc	Nonrefundable sanitation fee for use of space for Homecrafters'	05/05/2023	100.00
51194	Glastonbury Inc	Memorial Day Ceremony 2023 sound	05/05/2023	1,725.00
51261	Carmel Pine Cone	2023 calendar ad 5.12.23	05/19/2023	425.00
51304	Monterey County Health Department	FY 23-24 farmers' market Health DepartmentCEO/CFM PERMIT fee	05/31/2023	1,208.00
51310	US Bank	Earth Day craft supplies & lunches	05/31/2023	107.95

Total for Department: 121 Community Activities	3,565.95

Department: 130 Non-Departmental

51238	Pacific Gas & Electric	Citywide gas & electric services	05/11/2023	15,714.20
51277	Pacific Gas & Electric	Citywide gas & electric services	05/19/2023	1,702.73

Attachment 1

51280	Prism Public Risk Innovation	Gen Liability Program 1 Q3 Jan-Mar 2023	05/19/2023	21,341.60
51296	Cal-Am Water Company	Water service citywide	05/31/2023	12,575.70

Total for Department: 130 Non-Departmental	51,334.23

Department: 311 Capital Projects

51186	BKF Engineers	Concrete Street Repairs - CIP	05/05/2023	18,844.92
51218	Town and Country Gardening	Beautification Upper Ocean Pathway	05/05/2023	12,760.00
51259	Ausonio, Inc	HML Generator	05/19/2023	10,580.00
51285	Schaaf & Wheeler Civil Engineers	Storm Drain Master Plan	05/19/2023	7,155.00
51292	Wallace Group	Project managment:CIP MTNP well, tank, and pump house abandonmen	05/19/2023	4,563.75

Total for Department: 311 Capital Projects	53,903.67

Department: 411 Debt Service

51222	US BANK St. Paul	CBTS 2012 Taxable Pension	05/05/2023	690,303.48

Total for Department: 411 Debt Service	690,303.48

Grand Total	1,296,834.63

Vendor	Contract Amt	Paid thru May	Contract Balance
Pen Messenger	\$ 107,730.00	\$ 25,476.00	\$ 82,254.00
City of Monterey *	\$ 2,839,443.00	\$ 2,602,822.31	\$ 236,620.69
J4 Systems	\$ 41,840.70	\$ 4,022.50	\$ 37,818.20
Pureserve *	\$ 250,000.00	\$ 232,554.85	\$ 17,445.15
4Leaf Inc.	\$ 179,800.00	\$ 47,378.75	\$ 132,421.25

Fire Admin

* FY2022-2023 Budget



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

July 11, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Mary Bilse, Environmental Programs Manager
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Letter authorizing the County of Monterey to execute all documents necessary to continue to implement the annual Used Oil Payment Program on behalf of the City during FY 2023/24

RECOMMENDATION:

Authorize the City Administrator to send a letter authorizing the County of Monterey to execute all documents necessary to continue to implement the annual used Oil Payment Program on behalf of the City during Fiscal Year 2023/24.

BACKGROUND/SUMMARY:

For over 15 years, the Monterey County Environmental Health Bureau has successfully collaborated with the City and other local municipalities to implement a countywide Used Oil and Filter Recycling Program.

This program is funded by an Oil Payment Program (OPP) grant from the California Department of Resources Recycling and Recovery (CalRecycle). The Monterey County Environmental Health Bureau has served as the administrator of the OPP on behalf of all cities and the unincorporated area of the County, resulting in the leveraging of resources and consistency in outreach efforts.

In Fiscal Year (FY) 2021/22, the County collected 181,145 gallons of oil and 30,000 used oil filters for proper disposal. The County also ran 120 ads through various media outlets, including radio, newspaper and online. In addition, the filter exchange program also provided 85 filter vouchers during Community Clean Up Days. Additional program highlights are included in the County's letter to the City (**Attachment 1**).

In order to continue this successful partnership, the City must each year provide a letter (**Attachment 2**) authorizing the Monterey County Environmental Health Bureau to act as the lead agency to administer the OPP.

FISCAL IMPACT:

The program is funded by a CalRecycle grant and thus does not impact the City's budget.

PRIOR CITY COUNCIL ACTION:

Council authorized sending similar letters on July 6, 2021 and June 6, 2022 to continue the Used Oil Program.

ATTACHMENTS:

Attachment 1) Letter from Monterey County DH and Annual Report

Attachment 2) Letter to Monterey County



COUNTY OF MONTEREY HEALTH DEPARTMENT

Elsa Jimenez, Director of Health

Administration Animal Services Behavioral Health Clinic Services
Emergency Medical Services Environmental Health Public Administrator/Public Guardian Public Health

May 22, 2023

Chip Rerig
City Administrator
City of Carmel-by-the-Sea
PO Box CC
Carmel-by-the-Sea, CA 93921

Dear Mr. Rerig:

Each year the Monterey County Environmental Health Bureau (EHB) requests a letter of authorization from the City Administrator or designee authorizing the County of Monterey to execute all documents necessary to continue to implement the annual Oil Payment Program Cycle 14 (OPP14) on your city's behalf. A sample letter is enclosed for your convenience. **We request that you return the signed authorization letter to our office by June 16, 2023** to ensure timely submittal to CalRecycle.

For over 15 years, the EHB has administered a successful countywide Used Oil & Filter Recycling Program on behalf of all cities and the unincorporated area of Monterey County. The Program is funded by a grant from the California Department of Resources Recycling and Recovery (CalRecycle) and supports used oil and filter recycling activities throughout the County. Enclosed is the FY 2021-2022 Annual Report Summary detailing the activities, outreach events and volume collected as a result of this program. Below are a few highlights of program activities:

- Ran over 120 ads in English and Spanish through various media outlets including radio, newspaper and online,
- Filter exchange program provided 85 filter vouchers during Community Clean Up Days
- Collected 181,145 gallons of used oil and 30,000 used oil filters.

Continuing to pool funds allows both the Cities and County to continue to achieve greater efficiencies by maximizing resources, allowing consistency in outreach efforts, and preventing duplication of labor. I look forward to continue working with your city in providing used oil and filter recycling services to our community.

Please contact Recycling Services at (831) 755-4579 should you need further information regarding this program.

Sincerely,

DocuSigned by:

Ricardo Encarnacion

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Ric Encarnacion, REHS, MPH
Bureau Chief, Environmental Health Bureau



Annual Report Summary

Recipient/Jurisdiction: Monterey County

Status: Open

Fiscal Year: 2021-22

Program Advisor: Batavia, Ashraf

Oil Collection Type	Oil (Gallons)	Oil Filters
Certified Collection Centers	94,305	
PHHW and ABOPS	9,100	2,250
Agricultural Collection	62,100	25,750
Residential Collection	12,615	1,500
Marinas	3,025	500
Oil Collection Total:	181,145	30,000

Expenditures

PAYMENT NUMBER : OPP11-20-0251

	AVAILABLE BALANCE	77,739.34
Administration	Indirect / Overhead Cost	7,066.21
	Personnel	9,886.80
Collection	Curbside (allow resident	6,673.50
	Permanent HouseHold Haza	33,210.52
Education	DMV Ads	1,950.00
	Other	1,122.20
	Radio Ads	5,595.00
Materials/Construction	Oil Absorbent Rags/Socks	4,069.57
	Oil Tanks	8,165.54
	REMAINING BALANCE	0.00

PAYMENT NUMBER : OPP12-21-0251

	AVAILABLE BALANCE	91,682.00
Administration	Indirect / Overhead Cost	3,563.39
	Personnel	2,762.66
Collection	Curbside (allow resident	1,082.00
	Permanent HouseHold Haza	6,863.73
Education	Other	349.89
	Radio Ads	1,020.00
Materials/Construction	Oil Containers	23,555.61
	REMAINING BALANCE	52,484.72

Program Highlights

Theme: One of the main activities of the Used Oil Program is to promote/increase used oil filter collection. What activities did you conduct to increase used oil filter collection?

The Monterey County Used Oil and Filter Recycling Program provides outreach and education to the residents of Monterey County on how to properly recycle used oil and filters. During the 2021 calendar year Monterey County Environmental Health (MCEH) placed print and radio advertisements, conducted site visits to local Certified Collection Centers (CCC's) and continued to cover the cost of used oil and filter hauling for garbage and recycling haulers, agricultural and marine centers. The program also continues to cover the cost of maintenance and repairs of oil tanks at various oil collection sites.

- o Paid for 5 advertisements in local newspapers such as King City Rustler, Soledad Bee, Gonzales Tribune, Greenfield News.
- o Paid for 117 radio ads both in English and Spanish radio iHeart Radio on the Total Traffic & Weather Network focusing on the residential and curbside collection programs. Advertisements are played on KDON 102.5, KION 101.1FM, KOCN 105.1, KTOM 92.7 and La Preciosa KPRC.

MCEH participated in the Agricultural Expo vendor slideshow. Staff created a slide that was shown at multiple points throughout the webinar. Staff posted information on recycling used oil and filters via Instagram. The County's website is also a source for providing information on recycling used oil and filters.

Conducted 31 site visits to Certified Collection Centers.

Did you increase or decrease used oil and filter collection compared to last year? How much and why?

Overall, Monterey County used oil and filter collection data shows a slight increase in used oil collection and a decrease in filter collection compared to 2020. The decrease could be the cause of the following:

- Filter data for Auto Zone and O'Reilly collection centers was not provided therefore was not able to be incorporated in this report.

The total gallons of used oil collected in 2021: 181,145 gallons. This was a 4% increase compared to prior year.

The total number of used oil filters collected in 2021: 30,000 filters. This was a -3.79% decrease in used oil filters compared to prior year. The decrease is mainly attributed to no filter collection data collected from a majority of the CCC's.

Oil Collection at CCC's increased by 10%. Filters data is not accurate, no data was provided. MCEH staff would like to know how to obtain the filter data collected by the CCC's so that it can be incorporated in the report.

Collection at PHHW/ABOP's decreased by -53% for used oil and -39% in filter collection. The decrease of both oil and filters collected is mainly because staff was not able to obtain data from one of the HHW collection sites. Information on HHW disposal is listed on Monterey County's website as well as the HHW collection sites webpages. Also, when staff table at community clean up events direct outreach on HHW is provided.

Collection at Agricultural Used Collection centers increased by 23% for used oil and 32% for filters. Collection at Sturdy Oil continues to be the main collection center for the Monterey County AG program. MCEH staff annually participates in the AG expo as a way to educate small farmers on how to recycle used oil and filters.

Used oil collection for the Curbside program decreased by 40% and by 22% for filter collection. MCEH staff placed print and radio advertisements for the curbside program. MCEH utilizes Instagram as a platform for outreach. Staff used the manifest data provided by Bayside Oil, our used oil hauler and contacted the haulers directly to obtain this data.

Marine

Used oil collection at marine centers increased in both categories; 34% in used oil and 50% used oil filters compared to 2020.

Non-certified Centers:

In 2021, a total of 9,880 gallons of non-DIY oil was reported from Monterey Regional Waste Management District HHW facility. This category was not included in the total gallons of used oil collected in 2021.

Were there any program changes from this year to last year?

The COVID19 pandemic cancelled all close contact outreach, therefore, no filter exchange events were held in 2020. MCEH staff resumed normal activities in 2021. There was a total of 3 filter exchange events in 2021. Staff established an agreement to provide an educational video at the local Salinas DMV; this will be reported in the 2022 annual report.

If you dropped a program or method, why do you think it didn't work?

Mainly due to the decrease in grant funding, we are not continuing our contract with Save Our Shores the contractor that performed outreach to boaters at the local marinas.

What program or method has worked best for you?

Filter exchange events continue to be the best method for providing education and outreach.

Did you develop any best practices or techniques to share with other grantees?

Not at this time.

What can CalRecycle do to help you? Or what would you like to see modified to better assist you?

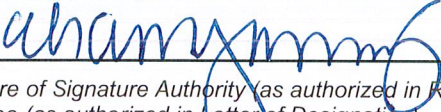
Provide ideas on how to assist certified collection centers that have a problem with illegal dumping of oil/ filters.

While conducting site visits, we noticed that there were a couple sites that were no longer collect oil/ filters from the public. How do we remove these sites from the list?

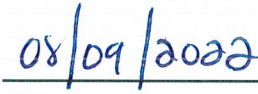
Annual Report Certification

"I certify under penalty of perjury, under the laws of the State of California, that I have read the Oil Payment Program (OPP) Guidelines (Guidelines), that the submitted Annual Report and Expenditure information is correct, and that all funds received under the OPP have been expended in accordance with the Guidelines."

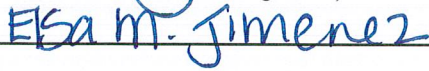
X



Signature of Signature Authority (as authorized in Resolution) or Authorized Designee (as authorized in Letter of Designation)



Date



Print Name

IMPORTANT! Recipient must print out this page, obtain Signature of Signature Authority, upload signed document to the LoGOPP system, and retain the original document in Recipient's cycle file.

City of Carmel-by-the-Sea
DEPARTMENT OF PUBLIC WORKS

Attachment 2

POST OFFICE BOX CC
CARMEL-BY-THE-SEA, CA 93921
(831) 620-2070

July 12, 2023

Mr. Ric Encarnacion, REHS, MPH
Bureau Chief of Environmental Health Bureau
County of Monterey
1270 Natividad Road
Salinas, CA 93906

Subject: Authorization Letter for the Used Oil Payment Program Cycle 14, Fiscal Year 2023/24

As the City Administrator of the City of Carmel-by-the-Sea, I am authorized to contractually bind the City of Carmel-by-the-Sea. Pursuant to this authority, I hereby authorize the County of Monterey to submit a regional application and act as Lead Agency for the Used Oil Payment Program Cycle 14 for Fiscal Year 2023/24 on behalf of the City of Carmel-by-the-Sea.

The County of Monterey is hereby authorized to execute all documents necessary to implement the grant under the Used Oil Payment Program Cycle 14 (OPP 14).

For any questions, please contact Mary Bilse, Environmental Programs Manager, at 831-620-2078.

Sincerely,

Chip Rerig
City Administrator
P.O. Box CC
Carmel-by-the-Sea, CA 93921

Cc: Robert Harary, P.E., Director of Public Works
Mary Bilse, Environmental Programs Manager



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

July 11, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-068 designating Mayor Dave Potter as the voting delegate and Mayor Pro Tem Bobby Richards as the alternative voting delegate at the 2023 annual League of California Cities Conference

RECOMMENDATION:

Adopt Resolution 2023-068 designating Mayor Dave Potter as the voting delegate and Mayor Pro Tem Bobby Richards as the alternative voting delegate at the 2023 annual League of California Cities Conference.

BACKGROUND/SUMMARY:

Every year, the League of California Cities (LOCC) convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy. Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. The City's voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, the voting delegate and up to two alternates must be designated by the city council. Designating the voting delegate and alternates must be done by city council action (Resolution) every year and cannot be accomplished by individual action of the mayor or city manager alone. The voting delegate and alternates must be registered to attend the conference.

This year, Mayor Potter and Mayor Pro Tem Richards are registered to attend the League of California cities General Assembly. Adopting Resolution 2023-068 (**attachment 1**) designating Mayor Potter and Mayor Pro Tem Richards as the voting delegate and alternate, respectively, and submitting a copy with the voting delegate form (**attachment 2**) by the deadline of August 28, 2023, will ensure that the City of Carmel-by-the-Sea will have a vote during the 2023 General Assembly.

FISCAL IMPACT:

None for this item.

PRIOR CITY COUNCIL ACTION:

On August 29, 2022, Council adopted Resolution 2022-070 authorizing Mayor Dave Potter as the voting delegate and Mayor Pro Tem Bobby Richards as the alternate voting delegate for the 2022 annual League of California Cities Conference.

ATTACHMENTS:

Attachment 1) Resolution 2023-068

Attachment 2) LOCC Voting Delegate Packet

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

RESOLUTION NO. 2023-068

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
DESIGNATING MAYOR DAVE POTTER AS THE VOTING DELEGATE AND MAYOR PRO
TEM BOBBY RICHARDS AS THE ALTERNATE VOTING DELEGATE AT THE 2023 ANNUAL
LEAGUE OF CALIFORNIA CITIES GENERAL ASSEMBLY**

WHEREAS, the League of California Cities allows one vote per member city on matters pertaining to League policy; and

WHEREAS, this year the League of California Cities will convene a member-driven General Assembly at the Cal Cities Annual Conference and Expo on September 22, 2023; and

WHEREAS, to cast a vote during the General Assembly, the City must designate a voting delegate and up to two alternate voting delegates by Council action no later than August 28, 2023.

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

Designate Mayor Dave Potter as the voting delegate and Mayor Pro Tem Bobby Richards as the alternate voting delegate at the 2023 annual League of California Cities General Assembly.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 11th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

Council Action Advised by August 28, 2023

DATE: Wednesday, June 21, 2023

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023,
Sacramento SAFE Credit Union Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.

New this year, we will host a pre-conference information session for voting delegates to explain their role. Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



CITY: _____

2023 ANNUAL CONFERENCE VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

1. VOTING DELEGATE

Name: _____

Email: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk: _____ Date: _____ Phone: _____
(circle one) (signature)

Please complete and email this form to votingdelegates@calcities.org by Monday, August 28, 2023.

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

What's new in 2023?



- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).



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

July 11, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Mary Bilse, Environmental Programs Manager
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-069 authorizing the City Administrator to execute a Professional Services Agreement with Denise Duffy & Associates, Inc. for the North Dunes Habitat Restoration Project and On-Call Environmental Services for a not-to-exceed fee of \$111,560

RECOMMENDATION:

Approve Resolution 2023-069 authorizing the City Administrator to execute a Professional Services Agreement with Denise Duffy & Associates, Inc., for the North Dunes Habitat Restoration Project and On-Call Environmental Services, for a not-to-exceed fee of \$111,560.

BACKGROUND/SUMMARY:

The North Dunes consist of eight acres of an environmentally-sensitive habitat area. The white sands and native vegetation of the North Dunes have been impacted over past decades by uncontrolled public access and non-native, invasive species, including trees, ground cover, and landscape plantings. To protect and restore this irreplaceable dune habitat, the City implemented the North Dunes Habitat Restoration Project starting in October 2016.

The biological objectives of the North Dunes Habitat Restoration Plan are to eliminate all aggressive non-native species, restore the native dune scrub, expand the population of endangered Tidestrom's lupine, and increase the quantity and quality of available habitat for the California legless lizard. The recreational objectives are to establish a trail system to provide safe visitor access to the North Dunes, without compromising the dune habitat and its wildlife.

Since 2016, consultants and volunteers, notably the Carmel Garden Club, have provided critical services in support of the North Dunes Habitat Restoration Project, including directing the removal of invasive species, guiding the installation of post and cable fencing to minimize trampling of native habitats, monitoring native and endangered species, restoration tasks, weed removal, volunteer oversight, native vegetation planting, and technical reporting.

In August 2021, the Planning Commission adopted Resolution No. 2021-023-PC to extend the Coastal Development Permit for the North Dunes Habitat Restoration Project through October 2026.

Consultant Selection Process

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 Environmental Services, with anticipated projects related to the North Dunes Habitat Restoration, Coastal Engineering Study, Climate Adaptation and Action Plan implementation projects, and on-call services.

In May 2022, nine (9) SOQs received for Environmental Services were independently evaluated by a Selection Committee consisting of the Public Works Director and former Environmental Programs Manager. Denise Duffy & Associates, Inc. (DD&A), of Monterey, was determined to be best qualified to provide dune restoration and habitat management and reporting for the North Dunes Habitat Restoration Project, as well for providing On-Call Environmental Services. DD&A's proposed Coastal Biologists for the North Dunes Habitat Restoration Project, Josh Harwayne and John Wandke, have over 35 years of combined experience in coastal ecology and habitat restoration planning and implementation on the Monterey Peninsula.

On-call environmental services have also been necessary over the past many years to periodically provide biological and cultural resource surveys, regulatory consultations and permit application assistance, construction monitoring, and related services.

A Professional Services Agreement was negotiated with DD&A to provide these services for two fiscal years, through June 30, 2025.

FISCAL IMPACT:

The negotiated fee of \$86,560 over two fiscal years for the North Dunes Habitat Restoration Project and \$25,000 for on-call environmental services brings the total not-to-exceed fee of the Agreement to \$111,560, or approximately \$55,780 per Fiscal Year.

In prior fiscal years, the North Dunes Habitat Restoration Project was budgeted as a Capital Improvement Project (CIP), but effective Fiscal Year (FY) 2023/24, budgets for the North Dunes Habitat Restoration Project, and other ongoing, maintenance-oriented projects, have been moved into the applicable department's Operating Budget.

All services performed under this Agreement will be charged to the Public Works/Environmental Programs Division contractual services Account No. 101-119-43-42001. Any on-call environmental services associated with a CIP project would be charged to the Capital Projects Fund Account No. 301-311-00-43008.

PRIOR CITY COUNCIL ACTION:

In June 2023, the City Council adopted Resolution 2023-067, approving the FY 2023/24 Operating Budget, which included funding for the North Dunes Habitat Restoration Project and on-call environmental services.

ATTACHMENTS:

Attachment 1) Resolution 2023-069

Attachment 2) Professional Services Agreement with DD&A

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

RESOLUTION NO. 2023-069

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 DENISE DUFFY & ASSOCIATES, INC., FOR THE NORTH DUNES HABITAT RESTORATION PROJECT AND ON-CALL ENVIRONMENTAL SERVICES FOR A NOT-TO-EXCEED FEE OF \$111,560

WHEREAS, in June 2023, Council adopted Resolution 2023-067, approving the Fiscal Year 2023/24 Operating Budget, which included funding for the North Dunes Habitat Restoration Project and on-call environmental services; and

WHEREAS, through a rigorous evaluation process, staff identified Denise Duffy & Associates (DD&A) as the most qualified team to provide dune restoration, habitat management and reporting services for the North Dunes Habitat Restoration Project and provide on-call environmental services; and

WHEREAS, on-call environmental services have been necessary over the past many years to periodically provide biological and cultural resource surveys, regulatory consultations and permit application assistance, construction monitoring, and related services; and

WHEREAS, the Professional Services Agreement was negotiated with DD&A to provide services for a base fee of \$86,560 over two fiscal years for the North Dunes Habitat Restoration Project and \$25,000 for on-call environmental services, which brings the total not-to-exceed fee of the Agreement to \$111,560; and

WHEREAS, the Professional Services Agreement expires on June 30, 2025; and

WHEREAS, all services for the North Dunes Restoration Project will be charged to the Public Works/Environmental Programs Division operating budget, and any on-call environmental services associated with a CIP project would be charged to the CIP project.

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 Denise Duffy & Associates, Inc., for the North Dunes Habitat Restoration Project and On-Call Environmental Services for a not-to-exceed fee of \$111,560.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 11th day of July, 2023, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

PROFESSIONAL SERVICES AGREEMENT
for the
North Dunes Habitat Restoration Project and On-Call Environmental Services
Agreement Number PW-DDA-23-24

THIS AGREEMENT is executed this ____ day of July, 2023, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and Denise Duffy & Associates, 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: Environmental Planning and Natural Resource Management for the North Dunes Habitat Restoration Project and on-call, as-needed environmental services. 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, Compensation, and Fee Schedule 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. 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.
- vi. 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 Key Personnel, Compensation, and Fee Schedule for the North Dunes Habitat Restoration Project (Exhibit "B"), in an amount not-to-exceed Eighty-Six Thousand Five Hundred and Sixty Dollars (\$86,560) for Fiscal Years 2023/24 and 2024/25. A supplemental services budget of Twenty-Five Thousand Dollars (\$25,000) is available for on-call environmental services. The total amount of One Hundred and Eleven Thousand Five Hundred and Sixty Dollars (\$111,560) 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 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;
 - v. 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;
 - vi. 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;

- vii. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- viii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.
- ix. 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 Consultant's Key Personnel, 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 "B"). 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.
- G. **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 by July 1, 2023 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 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:	<u>Mary Bilse</u>
Title:	<u>Environmental Programs Manager</u>
Address:	<u>P.O. Box CC, Carmel-By-The-Sea, CA 93921</u>
Telephone:	<u>(831) 620-2078</u>
Email:	<u>mbilse@ci.carmel.ca.us</u>

- 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:	<u>Josh Harwayne</u>
Title:	<u>Project Manager</u>

Company: Denise Duffy & Associates, Inc
 Address: 947 Cass Street Suite 5, Monterey, CA 93940
 Telephone: (831) 373-4341
 Email: jharwayne@ddaplanning.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 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 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 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

Title

Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____
Brian Pierik, Esq., City Attorney

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____

Exhibit "A" Scope of Services
Exhibit "B" Key Personnel, Compensation, and Fee Schedule
Exhibit "C" Project Schedule

Exhibit A: Scope of Services

Project #1: North Dunes Habitat Restoration Project Scope of Services:

1. Project Initiation/Logistics/Communication
This task includes review of existing and relevant project materials and pre-project communication and coordination. During this period DD&A will work with the City to refine the project schedule, scope, and pathway.
2. Administration/Overhead
Contract management and administrative staff time.
3. Meetings/Public Hearings
This task includes site meetings, in office meetings, remote meetings and additional coordination and communication between the DD&A team, the City of Carmel and other stakeholders and participants as needed and necessary. This task may also include hearings or participation in other public meetings to support City staff and convey important information and milestones specific to the project.
4. Maintenance Inspections (6 events)
Inspections of the boardwalk, guideline fencing, and walkways will be conducted. Repair needs will be communicated to City staff.
5. Annual Monitoring and Reporting
Qualitative site monitoring will occur to evaluate plant survival, herbivory, and weed control priorities. Tidestrom's lupine areas will be monitored bi-weekly for phenological data (timing of vegetative growth, budding, flowering, fruiting, seed dispersal) and to note the density of juvenile seedlings and reproductive plants. Permanent line transects that have previously been established will be monitored at peak vegetative growth to determine percent cover of:
 - a. Native Species
 - b. Non-native species
 - c. Native debris (cypress, pine, needles, oak leaves)
 - d. Non-native debris (dead iceplant, acacia leaves, eucalyptus leaves/bark) Bare sand (clean)
 - e. Dirty sand (sift-able sand with small flecks of debris)

One Draft Annual Report will be prepared for Fiscal Year (FY) 2022/2023 and FY 2023/2024; one Draft Annual Report will be prepared for FY 2024/2025. The Draft Report will include quantitative analysis of Species Diversity and Percent Plant Cover. The Draft Report will include photos of the site during the monitoring period.

The Draft report will be submitted to the City for review and comments. DD&A will respond to one combined round of comments from City staff and revise the report to Final. The City will provide the Final Annual Report to the California Coastal Commission and the California Department of Fish and Wildlife.

6. Special Status Species Management Permit Reporting

Species to be monitored include: Tidestrom's lupine and California legless lizard. Quantitative data collected during monitoring and as reported to DD&A by the plant installation crews and volunteers will be included in the Annual Report described above.

7. Exclusions

Please note that DD&A staff will conduct monitoring and reporting services for this project, but will not conduct or manage plant installation, maintenance activities or volunteer coordination.

Project #2: On-call Environmental Services Scope of Services:

Scope of services for future on-call projects are unknown at this time but may include, but are not limited to:

- Biological and Cultural Surveys and Impact Analysis
- CEQA Preparation and Consulting
- Climate Adaptation and Climate Action Plan Implementation Services
- Condition Compliance Services
- Construction Worker Sensitive Habitat Awareness Training
- Habitat Management
- Interpretive Signage Design for North Dunes Habitat Restoration Site
- Land Planning and Document Preparation
- Municipal Planning and Document Preparation
- Plan Review and Preparation
- Regulatory Permitting
- Sensitive Habitat Restoration Plans and Specifications
- Technical Support for Environmental Grant Applications

Exhibit B: Key Personnel, Compensation, and Fee Schedule

Project #1 North Dunes Restoration Services total fee is \$84,960 and billed at hourly rates

The budget for the initial project FY 23/24 (North Dunes Habitat Restoration Project), is presented below:

City of Carmel - North Dunes Habitat Restoration Project						
Two Year Budget for FY 23/24						
Task #	Tasks	Josh Harwayne, Senior Project Manager	John Wandke, Senior Environmental Scientist II	Mary Echevarria, Administrative	Subtotal	Task Total
	Hourly Rate	\$178.00	\$163.00	\$93.00		
Task 1	Project Management					\$16,904
1.1	<i>Project Initiation/Logistics/Communication</i>	16	32	-	\$8,064	
1.2	<i>Administration/Overhead</i>	-	-	16	\$1,488	
1.3	<i>Meetings/Public Hearings</i>	12	32	-	\$7,352	
Task 2	Annual Monitoring and Reporting					\$24,424
2.1	<i>Maintenance Inspections (6 events)</i>	-	24	-	\$3,912	
2.2	<i>Annual Monitoring and Reporting</i>	16	80	-	\$15,888	
2.3	<i>Special Status Species Management Permit Reporting (Excludes acquisition of new authorization, if needed)</i>	4	24	-	\$4,624	
Total Hours by Staff		48	192	16		
Subtotal		\$8,544	\$31,296	\$ 1,488	\$41,328	\$41,328
TOTAL ESTIMATED COST						\$42,128

Other Expenses		
	Mileage, supplies, GIS	\$800
	Total	\$800

The budget for the initial project FY 24/25 (North Dunes Habitat Restoration Project), is presented below:

City of Carmel - North Dunes Habitat Restoration Project						
Two Year Budget for FY 24/25						
Task #	Tasks	Josh Harwayne, Senior Project Manager	John Wandke, Senior Environmental Scientist	Mary Echevarria, Administrative	Subtotal	Task Total
	Hourly Rate	\$180.00	\$166.00	\$95.00		
Task 1	Project Management					\$17,184
1.1	<i>Project Initiation/Logistics/Communication</i>	16	32	-	\$8,192	
1.2	<i>Administration/Overhead</i>	-	-	16	\$1,520	
1.3	<i>Meetings/Public Hearings</i>	12	32	-	\$7,472	
Task 2	Annual Monitoring and Reporting					\$24,848
2.1	<i>Maintenance Inspections (6 events)</i>	-	24	-	\$3,984	
2.2	<i>Annual Monitoring and Reporting</i>	16	80	-	\$16,160	
2.3	<i>Special Status Species Management Permit Reporting (Excludes acquisition of new authorization, if needed)</i>	4	24	-	\$4,704	
Total Hours by Staff		48	192	16		
Subtotal		\$8,640	\$31,872	\$1,520	\$42,032	\$42,032
TOTAL ESTIMATED COST						\$42,832

	Other Expenses	
	Mileage, supplies, GIS	\$800
	Total	\$800

Project #2: On-Call Environmental will be on a T&M or Fixed-fee basis per the hourly rates

Below is the rate schedule for additional future on-call projects:

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.	Erin Harwayne, AICP	Senior Project Manager	\$175	\$178	\$180
2.	Matthew Johnson	Senior Environmental Scientist II	\$161	\$163	\$166
3.	John Wandke	Senior Environmental Scientist I	\$142	\$145	\$148
4.	Diana Staines, AICP	Assistant Project Manager	\$128	\$131	\$133
5.	Kurt Legleiter	Air Quality and Noise Analyses	\$155	\$160	\$165
6.	Reilly Murphy	Archaeological and Historic Reports	\$125.95	\$129.73	\$133.62
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
5.	Principal	Principal	\$242	\$246	\$249
6.	Senior Compliance Manager/ Engineering Specialist	Senior Compliance Manager/ Engineering Specialist	\$204	\$207	\$210
7.	Senior Project Manager	Senior Project Manager	\$175	\$178	\$180
8.	Principal Planner	Principal Planner	\$183	\$186	\$189
9.	Senior Botanist	Senior Botanist	\$162	\$164	\$167
10.	Senior Planner/ Senior Env. Scientist II	Senior Planner/ Senior Env. Scientist II	\$161	\$163	\$166
11.	Project Manager	Project Manager	\$153	\$156	\$159
12.	Senior Planner/Scientist I	Senior Planner/Scientist	\$142	\$145	\$148
13.	Assistant Project Manager	Assistant Project Manager	\$128	\$131	\$133
14.	Assoc. Planner/Env. Scientist II	Assoc. Planner/Env. Scientist II	\$120	\$122	\$125
15.	Assoc. Planner/Env. Scientist I	Assoc. Planner/Env. Scientist I	\$116	\$118	\$121
16.	Assist. Planner/Env Scientist II	Assist. Planner/Env Scientist II	\$108	\$110	\$112
17.	Assist. Planner/Env Scientist I	Assist. Planner/Env Scientist I	\$104	\$106	\$108
18.	GIS/Computer Specialist	GIS/Computer Specialist	\$111	\$113	\$115
19.	Administrative Manager	Administrative Manager	\$90	\$93	\$95
20.	Graphics	Graphics	\$85	\$88	\$90
21.	Planning Technician	Planning Technician	\$77	\$79	\$82
22.	Administrative Assistant	Administrative Assistant	\$70	\$72	\$74

Note: Direct cost shall be billed with a maximum markup of 10%

Exhibit C: Project Schedule

Project #1 North Dunes Habitat Restoration Project - Schedule

Project Schedule	
Project Initiation/Kick-Off Meeting	July/August 2023
Maintenance Inspections (6 events)	August 2023 December 2023 April 2024 August 2024 December 2024 April 2025
Draft Project Status Update Memo for Fiscal Year (FY) 2022/FY 2023	August 2023
1 st Public Hearing for FY 2022/FY 2023 Project Status	September 2023
Draft Annual Report for Fiscal Year (FY) 2022/FY 2023 and FY 2023/2024 Submitted to City	June 2024
Final Annual Report for FY 2022/FY 2023 and FY 2023/2024 Submitted to City	July 2024
2 nd Public Hearing for FY 2022/FY 2023 and FY 2023/2024 Annual Report	August 2024
Draft Annual Report for FY 2024/2025 Submitted to City	May 2025
Final Annual Report for FY 2024/2025 Submitted to City	June 2025



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

July 11, 2023
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 2023-070, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Davey Resource Group for additional services to complete the Urban Forest Master Plan, for a not-to-exceed fee of \$45,000

RECOMMENDATION:

Adopt Resolution 2023-070, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Davey Resource Group for additional services to complete the Urban Forest Master Plan, for a not-to-exceed fee of \$45,000.

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, 2022 Special Meeting, the City Council adopted Resolution 2022-040, accepting the \$150,000 grant.

In August 2022, Council adopted 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 the Urban Forestry Master Plan, for a not-to-exceed fee, with contingency, of \$160,000.

In June 2023, Council adopted Resolution 2023-067, approving an increase of \$57,100 to complete the UFMP Capital Improvement Project.

Due to legal and contractual issues, the project was initially delayed three months, but since then, Davey Resource Group has been making good progress with technical studies associated with development of the Urban Forest Master Plan.

The following outlines key services under the original Agreement, completed and proposed services under Amendment No. 1, as well as the status for each task as of mid-June 2023:

- Inventory of 6,000 City trees, including geo-coded locations and condition assessments in compliance with the Cal Fire grant requirements – Complete
- Inventory of 4,000 additional City trees, per Amendment No. 1 – Complete
- Inventory of final 500+ additional City trees, per Amendment No. 1 - Complete
- GIS mapping – Complete
- Operational Review of City's tree care and maintenance practices – 80% complete
- Background Review (regulations, policies, guiding documents) – 75% complete
- Tree Canopy and Land Cover Assessments – 50% complete
- Economics Analysis/Value of the urban forest – 5% complete
- Stormwater Analysis (pollution assessment) – not yet started
- Priority Planting Plan/Tree Placement Model - not yet started
- Review/Update Tree Palette, per Amendment No. 1 - not yet started
- Stakeholder Interviews and Community Survey – 25% complete
- 1st Community Workshop – Scheduled for July 12
- Forest and Beach Commission presentation – Scheduled for August 10, 2023
- Draft Urban Forest Master Plan Report - 40% complete

Services for Amendment No. 1 were negotiated with Davey Resources Group with a base fee increase of \$38,570. An additional increase of \$6,430 is recommended for additional Supplemental Services that may be needed to complete the project. These supplemental services are predominantly ear-marked for additional community workshops and presentations.

There is no change to the overall project schedule, and the final UFMP report and associated services are anticipated to be completed by late Spring 2024.

FISCAL IMPACT:

The fee for additional services included in Amendment No. 1 is \$38,570. An additional budget of \$6,430 is recommended for Supplemental Services that may be needed to complete the project, such as for additional community workshops and presentations. The total fee for Amendment No. 1 is \$45,000, and the total not-to-exceed fee for the original Agreement plus Amendment No. 1 is \$205,000.

Sufficient funding is available in the Capital Projects Fund, Account #301-311-00-43008 for Amendment No. 1 services.

PRIOR CITY COUNCIL ACTION:

In May 2022, Council adopted Resolution 2022-040, accepting a \$150,000 reimbursable grant from Cal Fire for funding of the Urban Forest Master Plan.

In August 2022, Council adopted 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 the Urban Forestry Master Plan, for a not-to-exceed fee, with contingency, of \$160,000.

In June 2023, Council adopted Resolution 2023-067, approving an increase of \$57,100 to complete the UFMP Capital Improvement Project.

ATTACHMENTS:

Attachment 1) Resolution 2023-070

Attachment 2) Amendment No. 1 with Davey Resource Group

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

RESOLUTION NO. 2023-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DAVEY RESOURCE GROUP FOR ADDITIONAL SERVICES TO COMPLETE THE URBAN FOREST MASTER PLAN, FOR A NOT-TO-EXCEED FEE OF \$45,000

WHEREAS, in May 2022, Council adopted Resolution 2022-040 accepting a \$150,000 reimbursement grant from the California Department of Forestry and Fire Protection (Cal Fire) to prepare the City's Urban Forest Master Plan (UFMP); and

WHEREAS, in August 2022, Council adopted Resolution 2022-068 awarding a Professional Services Agreement to Davey Resource Group to prepare the UFMP for a not-to-exceed fee, with contingency, of \$160,000; and

WHEREAS, in June 2023, Council adopted Resolution 2023-067 approving the carry-over of the UFMP into the FY 2023/24 Capital Improvement Plan and appropriated a budget increase of \$57,100 to complete the project; and

WHEREAS, during the development of the UFMP, in addition to the 6,000 City trees to be inventoried, assessed, and geo-coded into the City's tree care software program per the Agreement, approximately 4,500 additional City trees were identified and needed to be inventoried and included into the UFMP; and

WHEREAS, in consideration of Climate Change and the Winter 2023 storm impacts to the Urban Forest, a Tree Palette was also identified as a necessary document to include in the City's UFMP; and

WHEREAS, Amendment No. 1 to the Professional Services Agreement was negotiated with Davey Resource Group to provide these additional services for a fee of \$38,570, and an additional budget of \$6,430 was included for additional Supplemental Services, such as for additional community workshops and presentations, that may be needed to complete the project; and

WHEREAS, sufficient funding is available for these services in the Capital Projects fund account.

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

Authorize the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Davey Resource Group for additional services to complete the Urban Forest Master Plan, for a not-to-exceed fee of \$45,000.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 11th day of July, 2023, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

**AMENDMENT NO. 1 TO
AGREEMENT #PWD-DAVEY-181-22-23**

URBAN FOREST MASTER PLAN ADDITIONAL SERVICES

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea** and **Davey Resource Group**, parties to Agreement # PWD-DAVEY-181-22-23 (the "Agreement") executed on August 2, 2022.

2. The Agreement is amended as follows:

a. Section 1, Services, is amended to include the following additional professional services for the Urban Forest Master Plan, as described in the Scope of Services in Exhibit A.1:

- Additional Inventory of 4,000 trees
- Additional Inventory of up to an additional 500+ trees
- Update Tree List: Review/Update Tree Palette
- Additional Supplemental Services

b. Section 2, Compensation, of the Agreement is amended and restated as follows:

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 for Additional Services (Exhibit "C.1") in an amount of Forty-Five Thousand Dollars (\$45,000). Therefore, the "Maximum Authorized Expenditure" under this Agreement, including Amendment No. 1, shall be Two Hundred Five Thousand Dollars (\$205,000).

c. Section 3, Agreement Term, of the Agreement is amended as follows:

- Term, Paragraph A: 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.
- Project Schedule, Paragraph C, remains as shown in the original Agreement, Exhibit D.

d. Section 5, Representatives and Communication, paragraph A, of the Agreement is amended and restated as follows:

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: Thomas Ford
Title: Administrative Analyst

Address: PO Box CC, Carmel-by-the-Sea, CA 93921
Telephone: 831-427-7673
Email: tford@ci.carmel.ca.us

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

4. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Amendment and to bind the parties to the performance of its obligations.

5. This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

6. If any term, condition, or covenant of this Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Amendment will not be affected and the Amendment will be read and construed without the invalid, void or unenforceable provision.

CONSULTANT:

By: _____ Date: _____

CITY:

By: _____ Date: _____
Chip Rerig, City Administrator

ATTEST:

By: _____ Date: _____
Nova Romero, MMC, City Clerk

EXHIBIT A.1 – SCOPE OF ADDITIONAL SERVICES FOR AMENDMENT NO. 1

- **Task 7A, Additional Inventory of 4,000 Trees**

Consultant perform a tree inventory for 6,000+ City-maintained right of way, facility, and parks trees under the original Agreement. For Task 7A, 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 7B, Additional Inventory of up to an Additional 500+ Trees**

Consultant will collect data on up to 500 additional trees, per the requirements cited in Task 7A above.

- **Task 7, Update Tree List: Review/Update Tree Palette**

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.

- **Task 7D, Additional Supplemental Services**

Consultant may provide additional Supplemental Services, but only upon prior written authorization by the City.

EXHIBIT C.1 – COMPENSATION FOR ADDITIONAL SERVICES FOR AMENDMENT NO. 1

Task	Item	Task Budget
7A	Additional Inventory of 4,000 trees	\$28,550
7B	Additional Inventory of up to an additional 500+ trees	3,500
7C	Update Tree List: Review/Update Tree Palette	6,520
7D	Additional Supplemental Services Budget	6,430
	Amendment No. Total	\$45,000



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

July 11, 2023
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 2023-071, authorizing the City Administrator to execute a Professional Services Agreement with Advance Design Consultants, Inc. for electrical engineering services for electric panel upgrades and related projects, for a not-to-exceed fee of \$79,560

RECOMMENDATION:

Adopt Resolution 2023-071, authorizing the City Administrator to execute a Professional Services Agreement with Advance Design Consultants, Inc. for electrical engineering services for electric panel upgrades and related projects, for a not-to-exceed fee of \$79,560.

BACKGROUND/SUMMARY:

In June 2022, Council adopted Resolution 2022-048 approving 25 Fiscal Year 2022/23 Capital Improvement Projects, including the Electrical Panel Upgrades for City Hall, Public Works, Sunset Center, and Vista Lobos Facilities project with a budget of \$75,000. These panels are at capacity, and in some cases, circuits trip with additional loads. The electrical panel for the Public Works building was incorporated into the separate Police Building project and replaced with the panel at the Fire Station.

In December 2022, the City Administrator executed a contract with PG&E to install a new meter and equipment, valued at \$200,000 but at no cost to the City, to provide discounted power to new EV charging stations along the southern row of the Vista Lobos parking lot. One new charging station would be a high capacity station for the new electric street sweeper. This plan would also reroute the existing, dual capacity EV charger that is currently powered by the near-capacity electrical panel for the Vista Lobos building, and benefit from the discounted power rates. This item is an integral part of the Electrical Panel Upgrade Project for Vista Lobos.

In June 2023, Council adopted Resolution 20230-067 approving 16 new FY 2023/24 Capital Improvement Projects, including the Sunset Center North Lot Electrical Panel Replacement Project with a budget of \$100,000. Located along Eighth Avenue, this panel is over capacity, breakers pop often resulting in EV charging stations being taken out of service, and has been tagged by the Building Official. The panel currently services the parking lot lights, the CERT Connex box, and the five EV charging stations. The replacement panel will be sized to handle current loads plus a number of additional EV charging stations

subject to PG&E service charges.

In order to proceed with the planning, design, and repairs/construction of these projects, an electrical engineering consultant is needed. Initially, the first project was planned to be managed by a program management consultant, but now will be managed, more cost-effectively, by the City's project manager.

Consultant Selection Process

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 electrical and mechanical engineering services. In May 2022, four SOQs were received for these services, which identified electrical panel upgrades, EV charging stations, and on-call services as proposed projects.

In October 2022, a Selection Committee consisting of a 4Leaf Project Manager, Public Works Director, and Facilities Maintenance Supervisor independently evaluated the SOQs and determined that Advance Design Consultants (ADC), of San Jose, was best qualified for these services. The remaining firms were ranked as follows: #2 – Aurum Consulting, #3 – Salas O'Brien, and #4 - Bureau Veritas.

Scope of Services, Fee, and Schedule

As detailed in the Professional Services Agreement, Attachment #2, key tasks to be performed by Advance Design Consultants include:

- Electrical panel load testing for 30 days
- Identify code and safety deficiencies, and provide recommendations and cost estimates for urgent safety repairs or future panel upgrades
- Coordinate with PG&E, EV charging station vendors, and City staff
- Design step-down transformer, breaker panel, and electrical network for the Vista Lobos EV charging stations. Note – funding for construction has not yet been programmed, but is being pursued from 3CE, Monterey Bay Air Resources District (MRBAD), and PG&E
- Prepare engineering plans, calculations, and cost estimates for the Sunset Center Panel replacement
- Provide building permit, bidding, and construction support services

The base fee for these services was negotiated at \$64,560. Panel recommendations, and the designs of the Vista Lobos electrical improvements and Sunset Center panel replacement are anticipated to be substantially completed within three months from the Notice to Proceed.

A budget of \$15,000 is included for on-call, as-needed electrical or mechanical engineering services through the term of the Agreement which expires on June 30, 2025. There have been prior occasions where consultant expertise has been urgently needed for a variety of facility maintenance repairs. Having a consultant ready to provide these services would expedite future repairs.

FISCAL IMPACT:

No.	Project	Total Budget	ADC Fee	Funding Source
1	Electrical Panel Upgrades – 4 Buildings	\$75,000	\$19,700	CIP
2	Electrical for EV Charging Stations at Vista Lobos Lot	Incl. w/#1	26,620	CIP
3	Sunset Center Electrical Panel Replacement	100,000	18,240	CIP
4	On-call, as-needed electrical/ mechanical engineering	15,000	15,000	PW/FM
	Totals	\$190,000	\$79,560	

Projects #1 – #3 will be charged to the Capital Projects fund account 301-311-00-43008. On-call services would be charged to the Public Works/Facility Maintenance operating budget account 101-119-42-42001, or to another CIP project if applicable.

Preliminarily, it appears that sufficient CIP funding will be available to make the most urgent safety repairs for the building electrical panels at City Hall, Fire Station, and/or Vista Lobos, and for replacement of the Sunset Center panel. However, there is no funding programmed at this time for construction of the Vista Lobos EV charging station project. Once the design and a cost estimate are prepared and staff has had the opportunity to seek funding via 3CE, MBARD, or PG&E, we may seek additional funding with the FY 2023/24 mid-year budget review. External funding for the Sunset Center Panel Replacement is also being pursued.

PRIOR CITY COUNCIL ACTION:

In June 2022, Council adopted Resolution 2022-048 approving 25 Fiscal Year 2022/23 Capital Improvement Projects, including the Electrical Panel Upgrades for City Hall, Public Works, Sunset Center, and Vista Lobos Facilities project with a budget of \$75,000.

In June 2023, Council adopted Resolution 2023- 067 approving 16 new FY 2023/24 Capital Improvement Projects, including the Sunset Center North Lot Electrical Panel Replacement Project with a budget of \$100,000.

ATTACHMENTS:

Attachment 1) Resolution 2023-071

Attachment 2) Professional Services Agreement with Advance Design Consultants

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

RESOLUTION NO. 2023-071

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 ADVANCE DESIGN CONSULTANTS, INC. TO PROVIDE ELECTRICAL ENGINEERING SERVICES FOR ELECTRIC PANEL UPGRADES AND RELATED PROJECTS, FOR A NOT-TO-EXCEED FEE OF \$79,560

WHEREAS, in June 2022, Council adopted Resolution 2022-048 approving capital improvement projects for Fiscal Year 2022/23, including the Electric Panel Upgrades Project for four City buildings; and

WHEREAS, in December 2022, the City Administrator executed a contract with PG&E to install electrical equipment in the Vista Lobos parking lot, at no cost to the City, to allow for new electric vehicle charging stations and reduce power loads for the Vista Lobos building; and

WHEREAS, in June 2023, Council adopted Resolution 2023-067 approving capital improvement projects for Fiscal Year 2023/24, including the Sunset Center North Lot Electrical Panel Replacement Project; and

WHEREAS, based on Statements of Qualifications received from four firms, an evaluation committee selected Advance Design Consultants (ADC) as best qualified to provide electrical and mechanical engineering services for these types of projects; and

WHEREAS, a Professional Services Agreement was prepared with ADC for electrical panel evaluations, designs, and construction support services for the Vista Lobos and Sunset Center projects for a base fee of \$64,560; and

WHEREAS, a budget of \$15,000 is included to provide on-call, as-needed electrical or mechanical services for urgent safety repairs, for a combined not-to-exceed fee of \$79,560 and a term expiring on June 30, 2025; and

WHEREAS, sufficient funding is available for these projects in the Capital Projects fund account with a combined budget of \$175,000, and any on-call services will be funded by the Public Works/Facility Maintenance operating budget for contractual services, or to another CIP project if applicable.

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 Advance Design Consultants for electrical engineering services for electric panel upgrades and related projects, for a not-to-exceed fee of \$79,560 and a term expiring on June 30, 2025.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 11th day of July, 2023, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

PROFESSIONAL SERVICES AGREEMENT
for the
Electrical Panel Upgrades and Related Projects
Agreement #PW-ADC-23-24

THIS AGREEMENT is executed this ____ day of July, 2023, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and Advance Design Consultant, 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: electrical engineering, electrical panel load monitoring, design, construction support, and on-call, as-needed electrical and mechanical engineering services. 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, Compensation, and Fee Schedule 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 Consultant's Key Personnel, Compensation, and Fee Schedule (Exhibit "B"), in a total amount not-to-exceed Sixty-Four Thousand, Five Hundred and Sixty Dollars (\$64,560), for base services. An additional budget of Fifteen Thousand Dollars (\$15,000) is available to supplemental or on-call, as-needed services and requires prior written authorization by the City before proceeding. Therefore, the "Maximum Authorized Expenditure" under this Agreement is Seventy Nine Thousand, Five Hundred and Sixty Dollars (79,560). 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 Consultant's Key Personnel, 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 "B"). 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.

- G. **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 by July 1, 2023 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 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: Robert M. 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: Lorenzo Rios, Jr., P.E.
 Title: Vice President
 Company: Advance Design Consultants, Inc.
 Address: 998 Park Avenue, San Jose, CA 95126
 Telephone: (408) 297-1881
 Email: lorenzocr@adcengineers.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 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 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

City Administrator

Consultant Signature

Chip Rerig Date

Printed Name Date

Title

Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____
Brian Pierik, Esq., City Attorney

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____

Exhibit "A" Scope of Services

Exhibit "B" Key Personnel, Compensation, and Fee Schedule

Exhibit "C" Project Schedule

Exhibit A – Scope of Services

A. Scope of Work

Provide professional electrical engineering services for the installation of new EV Charging Stations at the existing City owner Public Parking lot Vista Lobos and upgrades/replacement of existing electrical panels at various sites. The project scope as follows:

1. Vista Lobos – EV Chargers

- a. Assist City in the coordination of New PG&E Service – 12kv – 480V, including new 150 kVA transformer. Design from new medium voltage utility service to new utility transformer and from secondary service from new utility transformer to new meter service shall be by PG&E.
- b. Construction Documents for Installation of new electrical infrastructure, which includes; new 400A, 480/277V Meter Service Switchboard, new 30 kVA transformer 480-208V/120V/3PH and new 100A, 208/120V Panelboard. This will include a new concrete housekeeping pad and equipment seismic anchorage.
- c. Construction Documents for Installation of two (2) new Dual Stations and one (1) Hi/Lo Street Sweeper Station and the back-feed to one (1) existing Dual Station. This will include new underground electrical power design (conduit, conductors, pull boxes, spares, etc.) from new electrical infrastructure per item 2 above. This will also include the design for anchorage, installation details, parking stall signage, etc. required for EV charging stations.
- d. ADC shall provide assistance to City for the coordination and procurement of EV Chargers from Charge Point.

2. Electrical Panels Load Monitoring

- a. **Vista Lobos**
 - i. Provide Panel Load Test (via CT's for 30 days min.) and detailed inspection of Main Service panel. Report to include a recommendation for Upgrade of Existing 100A, 120/240V single phase service as needed.
- b. **City Hall**
 - i. Provide Panel Load Test (via CT's for 30 days min.) and detailed inspection of Main Service panel and two (2) sub-panels. Report to include a recommendation for Upgrade of Existing 400A, 120/208V Main Switchboard (MSB) and/or 225A, 120/208V Panels P1 & P2 as needed.
- c. **Fire Station**
 - i. Provide Panel Load Test (via CT's for 30 days min.) and detailed inspection of Main Service panel and three (3) sub-panels. Report to include a recommendation for Upgrade of Existing 225A, 120/208V main service panel, 200A, 120V/208V Panel P1, 100A, 120V/208V Panel P2, and 100A, 120V/208V Panel P3 as needed.

d. Ocean Ave Median

- i. Provide detailed Load Calculations to determine if an upgrade is required for current and future electrical loads. (CT Load Test won't yield peak loads due to intermittent use). Report to include a recommendation for Upgrade of Existing panel as needed.

3. Sunset Center Parking Lot Upgrades

- i. Panel Upgrade: Construction Documents to Replace 100A, 120/208V 3 phase Main-Panel with Panel suitable to handle future expansion needs. The existing panels are surface-mounted inside enclosures.
- ii. Panel Upgrade: Construction Documents to Replace several Sub-Panels serving lighting loads, EV loads, police Connex, etc. The existing panels are surface-mounted inside enclosures. Proposed to consolidate and clean up these panels, possibly relocate to allow for future PG&E service expansion. This includes coordination with PG&E for service upgrades and calculations needed to justify.

4. On-Call Architecture-Engineering Services

- i. Refer to the hourly rate sheet attached.

Tasks 1 and 3 shall include:

- 30% Schematic Design (SD) for new electrical infrastructure and EV charging stations.
- 95% Construction Documents (CD) for new electrical infrastructure and EV charging stations.
- 100% Construction Documents (CD) for new electrical infrastructure and EV charging stations.
- Technical Specifications, Bid Schedule/Item Descriptions, Estimated Construction Duration & Cost Estimate.
- Construction Support services including Bidding Support Meetings, Responding to RFI's, Reviewing Submittals, Construction support meetings, and up to two (2) Site Inspections. Weekly construction meetings are NOT expected.

Task 2 shall include:

- Individual Load Study Reports per site identified with Load Summary data and Recommendations for replacement. A high-level ROM Cost Estimated shall be included in report for replacement recommendations.

B. Project Locations

The projects shall be located at the following sites within Carmel-by-the-Sea:

1. Vista Lobos - Torres Street, between Third and Fourth Avenues
2. City Hall – Monte Verde Street, between Ocean and Seventh Avenues
3. Fire Station – Sixth Avenue, between San Carlos and Mission Streets
4. Sunset Center - San Carlos Street and Eighth Avenue
5. Ocean Avenue Median – Ocean Avenue at Junipero

C. Engineering Deliverables:

1. Provide electrical engineering suitable for the scope of work as described in section A of this proposal.
2. Provide structural engineering construction documents suitable for the scope of work as described in section A of this proposal for Task 1 and 3.

3. Provide one (1) PDF of drawings file of 30%SD/95%CD per package. Attend one (1) review meeting for each phase per package for Task 1 and 3..
4. Provide book specifications. Table of Contents at 30%SD and DRAFT specs at 95%CD for Task 1 and 3.
5. Provide four (4) Technical Reports for each site identified in Task 2 and attend one review meeting to review findings.

D. Assumptions and Exclusions

1. The project excludes the design of any architectural landscape or irrigation, etc. The path for new conduits is assumed to have minimal utilities or parking lot features in its path.
2. It is assumed that the Client will be responsible for submitting the permit application to the city. All permit fees are excluded and the client or Client will pay for permit fees.
3. It is assumed There will be a separate package construction package for Task 1 & 3. Task 2 will consist of Load Test, Detailed Inspection, and Technical Report detailing findings and recommendations per site.
4. The project excludes the commissioning of systems unless proposed and accepted. Commissioning participation is excluded.
5. It is assumed that cost reduction or value engineering requiring redesign after approved systems have been designed is excluded.
6. Repairs of the retaining wall at the Sunset Center parking lot are excluded.
7. The project excludes evaluating the ADA requirements for the alteration of the public parking lot. Civil and Architectural Site Survey for developing proper as-built of site conditions and existing parking lot and public access paths.

Exhibit “B” - Key Personnel, Compensation, and Fee Schedule

The Time-and-Material (T&M) fee for each task is as follows:

- Task 1: Vista Lobos – EV Chargers - \$19,700
- Task 2: Electrical Panels Load Monitoring - \$26,620
- Task 3: Sunset Center Parking Lot Upgrades - \$18,240
- Task 4: On-Call Architecture-Engineering Services - \$15,000

For a grand total **Time-and-Material fee of \$79,560** which will be billed per hourly rates attached.

EXHIBIT B

ENGINEERING SERVICES											
Fee Proposal to Carmel-by-the-Sea											
Project: Carmel Electrical Engineering Services											
TASK DESCRIPTION	PERSONNEL								EQUIP		TASK TOTAL VALUE
	PRINCIPAL	PROJECT MANAGER	ARCHITECT/ STRUCTURAL	SENIOR ENGINEER	DESIGNER	COST ESTIMATOR	DRAFTER	CLERICAL	TOTAL HOURS	CT DEVICES RENTAL	
	Task 1: Vista Lobos EV Chargers										
Task 1.1: Site Survey	0	1	0	8	4	0	4	0	17	\$ -	\$ 2,820
Task 1.2: 30% Schematic Design (SD)	0	1	0	8	8	0	8	0	25	\$ -	\$ 3,920
Task 1.3: 95% Construction Documents (CD)	2	1	4	12	8	0	12	0	39	\$ -	\$ 6,560
Task 1.4: Tech Specs, Bid Schedule, Cost Estimate	2	1	1	4	0	8	0	16	32	\$ -	\$ 4,380
Task 1.5: Construction Support Services	0	4	1	4	0	0	2	0	11	\$ -	\$ 2,020
	Task 2: Electrical Panels Load Monitoring										
Task 2.1: Vista Lobos	1	2	0	12	4	2	0	0	21	\$ 500	\$ 4,410
Task 2.2: City Hall	1	2	0	16	12	4	0	0	35	\$ 1,500	\$ 7,760
Task 2.3: Fire Station	1	2	0	24	16	4	0	0	47	\$ 2,000	\$ 10,400
Task 2.4: Ocean Ave Median	1	2	0	16	0	2	0	0	21	\$ -	\$ 4,050
	Task 3: Sunset Center Parking Lot Upgrades										
Task 3.1: Site Survey	0	1	0	4	4	0	4	0	13	\$ -	\$ 2,060
Task 3.2: 30% Schematic Design (SD)	0	1	0	8	8	0	8	0	25	\$ -	\$ 3,920
Task 3.3: 95% Construction Documents (CD)	2	1	4	12	8	0	12	0	39	\$ -	\$ 6,560
Task 3.4: Tech Specs, Bid Schedule, Cost Estimate	2	1	1	4	0	4	0	16	28	\$ -	\$ 3,680
Task 3.5: Construction Support Services	0	4	1	4	0	0	2	0	11	\$ -	\$ 2,020
Subtotal Hours	12	24	12	136	72	24	52	32	364		
RATE	\$260	\$200	\$220	\$190	\$155	\$175	\$120	\$80			
PERSONNEL COST	\$3,120	\$4,800	\$2,640	\$25,840	\$11,160	\$4,200	\$6,240	\$2,560			
TOTAL										\$64,560	

EXHIBIT B

FORM G - HOURLY RATE SHEET

H. ADDITIONAL INFORMATION

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.	Lorenzo Rios, P.E.	Principal-in-Charge	\$260	\$260	\$275
2.	Lorenzo Rios Jr., P.E.	Project Manager	\$200	\$200	\$215
3.	Craig Olivier, P.E.	Project Manager/Sr. Cost Estimator	\$200	\$200	\$215
4.	Gewargis Youssefi, P.E. LEED AP	Sr. Mechanical Engineer	\$190	\$190	\$205
5.	David Hammond, P.E.	Sr. Plumbing Engineer	\$190	\$190	\$205
6.	Alex Hernandez, P.E.	Sr. Electrical Engineer	\$190	\$190	\$205
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
7.	Mechanical Designer		\$155	\$155	\$165
8.	Electrical Designer		\$155	\$155	\$165
9.	Drafter		\$120	\$120	\$130
10.	Spec Writer		\$120	\$120	\$125
11.	Clerical		\$80	\$80	\$85
12.	Architect		\$220	\$220	\$235
13.	Architect - Designer		\$180	\$180	\$190
14.	Cost Estimator		\$175	\$175	\$185

Does your firm's fully burdened hourly rates include the following?

Software Yes ☒ No ☐
 Phone/Cell Yes ☒ No ☐
 Mileage Yes ☒ No ☐

Vehicles Yes ☒ No ☐
 Printing Yes ☒ No ☐
 Postage/Courier Yes ☒ No ☐

Please initial here to acknowledge that markups for subconsultants and other direct costs shall not exceed 10.0%. LRR

EXHIBIT C - PROJECT SCHEDULE

[illegible]



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

July 11, 2023
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 2023-072, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Neill Engineers Corp. for civil engineering services associated with city-wide Drainage Improvement Projects, for a not-to-exceed fee of \$159,100

RECOMMENDATION:

Adopt Resolution 2023-072, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Neill Engineers Corp. for civil engineering services associated with city-wide Drainage Improvement Projects, for a not-to-exceed fee of \$159,100.

BACKGROUND/SUMMARY:

In September 2019, the City Council adopted Resolution 2019-064, awarding a Professional Services Agreement to Schaaf & Wheeler Consulting Civil Engineers to prepare the City's first Storm Drain Master Plan (SDMP) for a not-to-exceed fee of \$174,910. This Capital Improvement Project was successfully completed on budget in the fall 2020.

The purpose of the SDMP was to provide an examination of flooding and drainage risks within the City limits and recommend actions necessary to accomplish appropriate level-of-service and reliability for the City's storm drain system. The SDMP is available on the City's website under the Public Works main page at: [complete_final_sdmp_report_september_2020_small.pdf](#) ([carmel.ca.us](#))

The Public Works Director presented the results of the SDMP to the Climate Committee in December 2020 and to the City Council in February 2021. As discussed at these meetings, a majority of the City's existing storm drainage system was designed to handle a once in 10-year storm event, rather than a 20-year storm event that is more common in other municipalities. Coupled with increased storm events due to Climate Change, Council and the Climate Committee requested that future drainage upgrades and repairs be sized for 20-year events while also recognizing that all repairs and upgrades will require significant funding over a long period of time to minimize the potential of flooding.

In June 2022, Council adopted Resolution 2022-048, approving 25 new Fiscal Year (FY) 2022/23 Capital Improvement Projects, including the Citywide Drainage System Repair Design, Phase II. This project,

which is part of that multi-year drainage improvement program, allocated \$500,000 to continue the development of drainage system improvement plans to fix the highest priority broken pipes and bottlenecks, based on the findings of the SDMP. This funding supplemented the Drainage System Repairs, Phase I project's \$100,000 carryover funds from FY 2021/22.

In October 2022, Council adopted Resolution 2022-088, awarding a Professional Services Agreement to Schaaf and Wheeler Consulting Civil Engineers to update their 2020 Storm Drain Master Plan to reflect 20-year, rather than 10-year, storm events, for a fee of \$50,000.

Also, in October 2022, the City Administrator executed a Professional Services Agreement with Neill Engineers Corp., in an amount of \$24,999, to provide technical support services for the SDMP Update, as well as to provide on-call services associated with programming and preliminary design of the most urgent drainage improvement projects identified in the SDMP Update. Neill Engineers was selected as the most qualified firm to provide these civil engineering services base on a review of seven (7) Statements of Qualifications received in May 2022 and reviewed by a Selection Committee in September 2022.

In June 2023, Council adopted Resolution 2023-067 approving the carry-over of 25 FY 2021/22 and 2022/23 Capital Improvement Projects, including the now-combined Drainage Design – Phases I and II Projects, with a combined initial budget of \$600,000. During development of the FY 2023/24 Capital Improvement Program, Council directed staff to utilize some of the remaining funds to begin physical construction of some of the needed drainage improvements, rather than using all funds to design the most significant/costly improvements, namely trunk line capacity improvements along Junipero Street, including a bypass onto Mission Street, to be “shovel ready.”

The SDMP Update is now complete, and the Public Works Director plans to present this update at an upcoming Council meeting. As a result of Council's guidance, the remaining funds was reprogrammed to design four (4) high priority drainage improvements, by Neill Engineers, and for construction of these facilities. The improvements selected are:

- Acacia Way headwall at Flanders Way.
- Eleventh Avenue storm drain from Carmelo Street to San Antonio Avenue.
- Santa Fe Street storm drain, from Eight Avenue into an outfall into the Mission Trail Nature Preserve.
- Storm drains along Lincoln Street, from First to Second Avenues, and along Second Avenue west towards Monte Verde Street.
- Also, as an outcome of the SDMP Update and re-programming of Projects as described above, Neill Engineers will also need to complete revisions to the plans and specification for the FY 2021/2022 Pavement Rehabilitation Project by removing (deferring) the proposed paving improvements along Junipero Street until after drainage lines are installed.

Amendment No. 1 to the Professional Services Agreement was negotiated with Neill Engineers for a not-to-exceed fee of \$159,100. The design work is anticipated to be completed within five months of issuance of the Notice to Proceed. Neill Engineers' fees also include bidding and construction phase support services.

During development of the SDMP Update, the project was managed by one of the City's project management consultants, Wallace Group. With the Update complete, and a Project Manager now on board in Public Works, our in-house Project Manager will lead the project during design and subsequent construction.

FISCAL IMPACT:

Engineering design and construction support services by Neill Engineers for Amendment No. 1 is tabulated

below.

No.	Storm Drain Projects	Fee
1	Acacia Way headwall	\$10,200
2	Eleventh Avenue - San Antonio to Carmelo	52,800
3	Santa Fe Street – Eighth to MTNP	44,800
4	Lincoln Street and Second Avenue	39,000
5	FY 21 Paving Revisions	12,300
Total		\$159,100

The total fee for Neill Engineers, including the original Agreement authorization of \$24,999, plus this Amendment No. 1 for a not-to-exceed fee of \$159,100, is \$184,099.

These four drainage projects were bundled together for efficiency of design, bidding, and construction. This bundling approach also provides a cost advantage due to economy of scale. Considering ongoing inflation, the rising costs of construction labor, and supply chain challenges, it is anticipated that additional funds may be needed at the time that a construction contract is awarded. The FY 2023/24 Capital Improvement Program included a Contingency Fund for such purposes.

The following table recaps the current budget associated with the \$600,000 Drainage Project:

No.	Project/Task	Firm	Fee
1	SDMP Update	Schaaf & Wheeler	\$50,000
2	Project Management during SDMP Update	Wallace Group	15,000
3	SDMP Update Tech Support	Neill Engineers	25,000
4	Design 4 Priority Drainage Improvements	Neill Engineers	159,100
5	Budget Available for 4 Drainage Improvements	TBD	350,900
Total			\$600,000

All expenditures for these projects are covered in the Capital Projects Fund Account No. 301-311-00-43008.

PRIOR CITY COUNCIL ACTION:

In June 2022, Council adopted Resolution 2022-048, approving 25 FY 2022/23 Capital Improvement Projects, including the Citywide Drainage System Repair Design, Phase II. This project allocated \$500,000 to supplement the development of drainage system improvement plans from the Drainage System Repairs, Phase I project's \$100,000 carryover funds from FY 2021/22.

In October 2022, Council adopted Resolution 2022-088, awarding a Professional Services Agreement to Schaaf and Wheeler Consulting Civil Engineers to update their 2020 Storm Drain Master Plan to reflect 20-year, rather than 10-year, storm events, for a fee of \$50,000. Also in October 2022, the City Administrator executed a Professional Services Agreement with Neill Engineers Corp., in an amount of \$24,999, to provide technical support for the SDMP Update.

In June 2023, Council adopted Resolution 2023-067 approving the carry-over of 25 Fiscal Year (FY) 2021/22 and 2022/23 Capital Improvement Projects, including the now-combined Drainage Design – Phases I and II Projects, with a combined initial budget of \$600,000.

ATTACHMENTS:

Attachment 1) Resolution 2023-072

Attachment 2) Amendment No. 1 with Neill Engineers

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

RESOLUTION NO. 2023-072

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 1 TO THE
PROFESSIONAL SERVICES AGREEMENT WITH NEILL ENGINEERS CORP. FOR CIVIL
ENGINEERING SERVICES ASSOCIATED WITH CITY-WIDE DRAINAGE IMPROVEMENT
PROJECTS, FOR A NOT-TO-EXCEED FEE OF \$159,100**

WHEREAS, in June 2022, Council adopted Resolution 2022-048 approving capital improvement projects for Fiscal Year (FY) 2022/23, including the City-wide Drainage Improvement Project, Phase II, to supplement the prior year Drainage System Repair Project, Phase I, with a combined initial budget of \$600,000; and

WHEREAS, in October 2022, Council adopted Resolution 2022-088 awarding a Professional Services Agreement to Schaaf and Wheeler Consulting Civil Engineers to update their 2020 Storm Drain Master Plan (SDMP) to reflect 20-year, rather than 10-year, storm events; and

WHEREAS, in October 2022, the City Administrator executed a Professional Services Agreement with Neill Engineers, Corp., in an amount of \$24,999, to provide technical support for the SDMP Update; and

WHEREAS, in June 2023, Council adopted Resolution 2023-067 approving the carry-over of these now-combined projects into FY 2023/24; and

WHEREAS, based on the results of the completed SDMP Update and Council direction during development of the FY 2023/24 Capital Improvement Program, remaining project funds were reprogrammed to facilitate construction of several high-priority drainage improvements identified in the SDMP Update; and

WHEREAS, the first four drainage improvements selected for design and construction are: Acacia Way headwall at Flanders Way, Eleventh Avenue storm drain, from Carmelo Street to San Antonio Avenue, Santa Fe Street storm drain, from Eight Avenue into an outfall into the Mission Trail Nature Preserve, and storm drains along Lincoln Street, from First to Second Avenues, and along Second Avenue west towards Monte Verde Street; and

WHEREAS, Amendment No. 1 to the Professional Services Agreement was negotiated with Neill Engineers to provide the design of these four drainage projects, as well as bidding and construction support services, for a not-to-exceed fee of \$159,100; and

WHEREAS, sufficient funding is available for these services in the Capital Projects fund account, leaving a balance of approximately \$350,900 for subsequent construction.

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

Authorize the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Neill Engineers Corp. for civil engineering services associated with City-wide Drainage Improvement Projects, for a not-to-exceed fee of \$159,100.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 11th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

**AMENDMENT NO. 1 TO
AGREEMENT # PWD-NEILL-187-22-23**

**PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES FOR THE CITY OF CARMEL
STORM DRAIN IMPROVEMENT PROJECTS
FOR FISCAL YEAR 2021/22 & 2022/2023**

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea** and **Neill Engineers Corp**, parties to Agreement #PWD-NEILL-187-22-23 (the "Agreement") executed on October 24, 2022.

2. The Agreement is amended as follows:

a. Section 1, Services, is amended to include the following professional Civil Engineering design services for the following Storm Drain capital improvement projects and related services, as described in the Scope of Services in Exhibit A.1:

- Acacia Way headwall
- 11th Avenue storm drain from Carmelo Street to San Antonio Avenue
- Santa Fe Street storm drain, from 8th Avenue To an Outfall into the Mission Trail Nature Preserve
- Storm drains along Lincoln Street, from 1st to 2nd Avenues, and along 2nd Avenue to Monte Verde Street
- Revisions to Plans and Specifications for the FY 2021/2022 Pavement Rehabilitation Project resulting from phasing changes identified in the 2023 Storm Drain Master Plan Update

b. Section 2, Compensation, of the Agreement is amended and restated as follows:

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 Fee Schedule (Exhibit "B.1"), in a total amount not-to-exceed One Hundred Fifty-Nine Thousand Once Hundred Dollars (\$159,100) for services performed in Fiscal Year 2023/24. Therefore, the "Maximum Authorized Expenditure" under this Agreement, including Amendment No. 1, is One Hundred Eighty-four Thousand Ninety-Nine Dollars (\$184,099).

c. Section 3, Agreement Term, of the Agreement is amended and restated as follows:

The work under this Agreement will commence by October 24, 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 Amendment No. 1 services in a timely manner and in accordance with the Project Schedule for Fiscal Year 2023/24 in Exhibit C.1.

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

4. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Amendment and to bind the parties to the performance of its obligations.

5. This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

6. If any term, condition, or covenant of this Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Amendment will not be affected and the Amendment will be read and construed without the invalid, void or unenforceable provision.

CONSULTANT:

By: _____ Date: _____

CITY:

By: _____ Date: _____
Chip Rerig, City Administrator

ATTEST:

By: _____ Date: _____
Nova Romero, MMC, City Clerk

Exhibit A.1 – Scope of Services for Amendment No. 1

The proposed projects are based on the recently-completed Storm Drain Master Plan Updated Final Report 2023 prepared by Schaaf & Wheeler and as requested by the City's Public Works Department.

The scopes of the projects are generally described as follows:

1. Acacia Way Headwall - Construct a headwall at the existing 12" concrete pipe entrance located at Acacia Way and Flanders Way. Construction of a concrete headwall will improve the pipe inlet condition, increase the inlet runoff capture capacity and maximize the available pipe capacity of the existing storm drain line. The headwall is proposed to use color concrete and rock-faced for aesthetic appearance.
2. 11th Avenue storm drain from Carmelo Street to San Antonio Avenue - Install an underground storm drain system along 11th Ave. from San Antonio to Carmelo to eliminate street surface flow along the center of the street. The existing catch basins at 11th & San Antonio do not capture the high-velocity street surface flow effectively, with water splashing and ponding at the intersection. The present condition creates an unsafe traffic hazard.

The project would extend the storm drain line up 11th Avenue from San Antonio to Carmelo to capture and collect the upstream runoff into an underground system to remove the intersection safety hazard. Catch basins and manholes will be installed at key locations at the intersection of Carmelo St. and San Antonio Ave.

The surface flow within walkway easement from San Antonio to Scenic will remain unchanged. (Storm Drain Master Plan Updated Final Report recommends replacement of this surface flow with an underground pipe). However, due to several large trees and existing utilities located within the easement, it may not be feasible to install an underground pipe within the walkway easement.

3. Santa Fe Street storm drain, from 8th Avenue to an Outfall into the Mission Trail Nature Preserve - Install an underground storm drain system along Santa Fe from 8th Ave. to the drainage channel outfall discharging into Mission Trail Park located at south end of Santa Fe.

The project would add catch basins and manholes at key locations at the intersection of 8th Avenue to capture and collect the street runoff into the new storm drain system. Presently most of the street runoff along Santa Fe north of 8th turns and flows to the west along 8th St., then turns and flows along Torres St. to the south. Under heavy rains, the homes along Torres St. are subject to flooding. This project will alleviate the risk of flooding along Torres St.

This work is considered an initial phase of the overall planned storm drain CIP improvements described in the Storm Drain Master Plan Updated Final Report for an underground storm drain system along Santa Fe St. from Mountain View to Mission Trail Nature Preserve.

4. Storm drains along Lincoln Street, from 1st to 2nd Avenues, and along 2nd Avenue to Monte Verde Street - Install an underground storm drain system along Lincoln St. from south of 1st Ave. to 2nd Ave., and along 2nd Ave. down to Monte Verde. The improvements would intercept and collect runoff from an existing culvert crossing at Lincoln south of 1st Ave. and re-direct the culvert flow into an underground piping system running along Lincoln St. down to 2nd Ave. The existing culvert crossing discharges runoff onto private properties. The project will essentially eliminate the culvert runoff discharging onto private properties.

Catch basins and manholes would be added along Lincoln and at the intersection of 2nd Ave. to collect surface flow and improve drainage. The new storm drain line will extend down the closed portion of 2nd Ave. between Lincoln & Monte Verde and connect into an existing drainage inlet at Monte Verde.

This work is considered an initial phase of the overall planned storm drain CIP improvements described in the Storm Drain Master Plan Updated Final Report for 2nd Ave. & Monte Verde St.

5. Revisions to Plans and Specifications for the FY 2021/2022 Pavement Rehabilitation Project - resulting from phasing changes identified in the 2023 Storm Drain Master Plan Update to avoid impact with future Storm Drain Master Plan Improvements.

Our engineering design tasks for the above projects are as follows:

- Review Storm Drain Master Plan Updated Final Report 2023
- Meetings w/Public Works Director, Project Manager and City Staff to review project recommendations, project scope
- Field survey and mapping of the project site areas (projects #1-4)
- Prepare preliminary and progress plans
- Provide 30% and 90% submittals for City review
- Provide 90% submittal of Technical Specifications
- Complete Final Plans, Technical Specifications, Bid Schedule and Engineer's Cost Estimate (City to prepare Special Provisions & Bid Documents)
- Provide support services as needed during the bid period and during construction. (Pre-bid meeting, RFI's, addendums, pre-construction meeting, review Contractor submittals, periodic field visits during construction and other assistance as requested by City.)

Exhibit B.1 – Compensation and Hourly Rates for Amendment No. 1

Our Engineering Fees and Fee Schedule for the various projects are listed below:

ENGINEERING FEES

Project	Title	Design	Bid	Construction	Total
1	Acacia Way	\$9,800	\$200	\$200	\$10,200
2	11 th /San Antonio	50,800	500	1,500	52,800
3	Santa Fe to MTNP	42,800	500	1,500	44,800
4	Lincoln & 2nd	37,000	500	1500	39,000
5	FY 21 Paving Revisions	12,300			12,300
Total Not-to-Exceed					\$159,100

2023/24 FEE SCHEDULE

Classification	Hourly Rate
3-Person Field Survey Crew	\$332.00
2-Person Field Survey Crew	\$266.00
Principal Engineer	\$206.00
Project Engineer	\$195.00
Staff Engineer/Surveyor	\$174.00
Engineering Technician	\$144.00
Field Observer	\$137.00
CADD Draftsperson	\$129.00
Administrative Assistant	\$96.00
Blueprinting and Copying	Cost + 10%
Other Consultants	Cost + 10%

Exhibit C.1 – Project Schedule

		Aug 2023	Sept 2023	Oct 2023	Nov 2023	Dec 2023
		Wk 1-4 Wk 7-11 Wk 14-18 Wk 21-25 Wk 28-31 & 9/1	Wk 4-8 Wk 11-15 Wk 18-22 Wk 25-29	Wk 2-6 Wk 9-13 Wk 16-20 Wk 23-27 Wk 30-31 & 11/1-3	Wk 6-10 Wk 13-17 Wk 20-24 Wk 27-30 & 12/1	Wk 4-8 Wk 11-15 Wk 18-22 Wk 25-29
Acacia Way Work Days						
Field Mapping / Prelim Engr'ng	3					
30% Plan Submittal	1					
90% P&S Submittal	2					
Final P, S & E	1					
Total Work Days:	7					
11th & San Antonio Work Days						
Field Mapping / Prelim Engr'ng	8					
30% Plan Submittal	9					
90% P&S Submittal	14					
Final P, S & E	6					
Total Work Days:	37					
Santa Fe - 8th Work Days						
Field Mapping / Prelim Engr'ng	8					
30% Plan Submittal	8					
90% P&S Submittal	12					
Final P, S & E	5					
Total Work Days:	33					
2nd & Lincoln Work Days						
Field Mapping / Prelim Engr'ng	6					
30% Plan Submittal	5					
90% P&S Submittal	6					
Final P, S & E	5					
Total Work Days:	22					
Anticipate start date on August 1, 2023.						
Anticipate work to be bid and constructed as a single 4-part project.						
Allowed one-week City Public Works review period for 30% and 90% submittal.						
No time allowed for other City Departments or Commissions review.						
Project Schedule Target Completion Dates:						
Anticipated Start Date	August 1, 2023					
Field Mapping & Prelim Engr'ng	September 5, 2023					
30% Plan Submittal	October 6, 2023					
90% P&S Submittal	December 4, 2023					
Final P, S & E	December 29, 2023					
Project Schedule subject to change as requested by City.						



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

July 11, 2023
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 2023-073, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Ausonio, Inc. for Project Management Services for facility renovation projects for a not-to-exceed fee of \$125,000 for Fiscal Year 2023/24

RECOMMENDATION:

Adopt Resolution 2023-073, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Ausonio, Inc. for Project Management Services for facility renovation projects for a not-to-exceed fee of \$125,000 for Fiscal Year 2023/24.

BACKGROUND/SUMMARY:

In May 2022, based on Statements of Qualifications submitted by seven project management consultants, Ausonio, Inc. was selected by an evaluation committee as best qualified to implement the City's facility renovation-oriented capital projects.

In June 2022, Council adopted Resolution 2022-048 approving 25 Fiscal Year (FY) 2022/23 Capital Improvement Projects. In August 2022, Council adopted Resolution 2022-065, awarding a three-year Professional Services Agreement to Ausonio, for delivery of nine (9) facility renovation projects, for a fee of \$125,000 for FY 2022/23.

In June 2023, Council adopted Resolution 2023-067 approving 25 carry-over Capital Improvement Projects, including several facility renovation projects that were designed in FY 2022/23 but not yet constructed, and 16 additional FY 2023/24 Capital Improvement Projects, including several new facility renovation projects.

During FY 2022/23, the nine facility renovation projects assigned to Ausonio progressed as follows:

- Two projects were substantially completed:
 1. City Hall Retaining Wall Repair
 2. Facility Conditions Assessment Report (City Hall, Fire Station, Public Works, Vista Lobos)

- Four projects were bundled together, design plans and specifications were prepared by architectural and hazardous materials testing firms, and bidding documents were compiled by Ausonio:
 1. City Hall Roof Replacement
 2. Sunset Center Hazardous Materials (Haz Mat) Remediation and Exterior Painting
 3. Sunset Center Cottage Window Repairs
 4. Harrison Memorial Library (HML) Haz Mat Remediation & Exterior/Interior Painting
- Two projects were designed to approximately 90% complete, but placed on hold pending further development of the separate Library Master Plan project:
 1. HML Backup Generator
 2. HML Carpet Replacement
- One project was limited to an initial assessment, and then placed on hold pending further development of the separate Police Building project because this building may be used as swing space during renovations:
 1. Vista Lobos Interior Remodel Design

During FY 2023/24, Ausonio will provide the following services:

- For the four bundled facility renovation projects, Ausonio will administer the public bidding phase, and provide construction management and inspection services through project closeout.
- For the San Antonio Walkway Reconstruction Project, between Second and Fourth Avenues, Ausonio will prepare design plans and specifications, administer the public bidding phase, and provide construction management and inspection services through project closeout.
- For the Sunset Center Portico and Retaining Wall Repair Projects, Ausonio will manage the design, tentatively by the City's on-call architectural firm, and have these two projects ready for bidding if funded for construction in FY 2024/25.
- On-call, as-needed services will likely include: finalizing the carry-over City Hall Retaining Wall Repair Project, and developing a capital improvement plan/schedule for the most urgent repairs identified in the Facility Conditions Assessments Report.

Other ongoing tasks will include:

- Providing project updates with City.
- Coordinating projects with Public Works, Community Planning & Building, other City staff, and building occupants.
- Meetings with technical experts, vendors, and trade contractors to solicit input.
- Preparing construction cost estimates and schedule timelines.
- Submitting projects for building permits.
- Conducting pre-bid meetings and issuing addenda.
- Writing Notice to Proceed letters, conducting meetings with agendas and minutes, approving submittals, and negotiating change orders.

FISCAL IMPACT:

PM services for all Capital Improvement Projects will be charged to CIP Account Number 301-311-00-43008. Services associated with the San Antonio Walkway, which was damaged during January storms, will be charged to the Public Works/Street Maintenance Division Account #101-119-41-42001, but these costs are anticipated to be reimbursed by FEMA. PM Services for on-call, as-needed services for incidental projects not associated with capital projects that may arise over the year, would be charged to the Public Works/Facility Maintenance Services Division Account #101-119-42-42001. There is sufficient budget in all

three accounts for the proposed services.

Ausonio's PM fee for FY 2022/23 was \$125,000, which was approximately 14% of the total budget for assigned projects. At the end of FY 2022/23, the fee was nearly exhausted but remained within budget. The overall amount of effort, and consequently the fee, negotiated for FY 2023/24 appears to be equivalent to that of the prior FY. By comparison, the fee for FY 2023/24 of \$125,000 is 17% of the total budget for assigned projects.

The FY 2022/23 and/or FY 2023/24 budgets for some of these facility renovation projects may already be low due to continuing cost escalation and inflation for architectural and engineering consultant fees, construction labor, materials, and transportation. Some of these projects will 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 are awarded. A Contingency Budget was established in the FY 2023/24 Capital Improvement Program to cover such costs.

PRIOR CITY COUNCIL ACTION:

In June 2022, Council adopted Resolution 2022-048 approving 25 FY 2022/23 Capital Improvement Projects. In August 2022, Council adopted Resolution 2022-065, awarding a three-year Professional Services Agreement to Ausonio, Inc., for delivery of nine facility renovation projects, for a fee of \$125,000 for FY 2022/23.

In June 2023, Council adopted Resolution 2023-067 approving 25 carry-over Capital Improvement Projects, including several facility renovation projects that were designed in FY 2022/23 but not yet constructed, and 16 additional FY 2023/24 Capital Improvement Projects, including several new facility renovation projects.

ATTACHMENTS:

Attachment 1) Resolution 2023-073

Attachment 2) Amendment No. 1 with Ausonio, Inc.

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

RESOLUTION NO. 2023-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH AUSONIO, INC. FOR PROJECT MANAGEMENT SERVICES FOR FACILITY RENOVATION PROJECTS FOR A NOT-TO-EXCEED FEE OF \$125,000 FOR FISCAL YEAR 2023/24

WHEREAS, in June 2022, Council adopted Resolution 2022-048 approving 25 Fiscal Year (FY) 2022/23 Capital Improvement Projects, and in August 2022, Council adopted Resolution 2022-065, awarding a three-year Professional Services Agreement to Ausonio, Inc. for delivery of nine facility renovation projects, for a fee of \$125,000 for FY 2022/23; and

WHEREAS, in June 2023, Council adopted Resolution 2023-067 approving 25 carry-over projects, including several facility renovation projects that were designed in FY 2022/23 but not yet constructed, and 16 additional FY 2023/24 Capital Improvement Projects, including facility renovation projects; and

WHEREAS, Amendment No. 1 to the Professional Services Agreement was negotiated with Ausonio to provide bidding and construction management services for the following carry-over projects: City Hall Roof Replacement Project, Sunset Center Hazardous Materials Remediation and Exterior Painting Project, Sunset Center Cottage Window Repairs, and Harrison Memorial Library Hazardous Materials Remediation and Exterior and Interior Painting projects; and

WHEREAS, per Amendment No. 1, Ausonio will also prepare the design and manage construction of the San Antonio Walkway Reconstruction Project, manage the design of the Sunset Center Portico and Retaining Walls Repair Projects, and provide on-call, as-needed project management services, for a not-to-exceed fee of \$125,000 for FY 2023/24, and

WHEREAS, there is sufficient budget available in the Capital Fund Account to cover fees for the Capital Improvement Projects, as well as in the Public Works/Street Maintenance and Public Works/Facility Maintenance contractual services accounts to cover non-CIP projects.

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

Authorize the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Ausonio, Inc. for Project Management Services for facility renovation projects for a not-to-exceed fee of \$125,000 for Fiscal Year 2023/24.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 11th day of July, 2023, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

**AMENDMENT NO. 1 TO
AGREEMENT # PWD-AUSON-180-22-23**

**PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT SERVICES
FOR FISCAL YEAR 2023/24**

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea** and **Ausonio, Incorporated**, parties to Agreement #PWD-AUSON-180-22-23 (the "Agreement") executed on August 2, 2022.

2. The Agreement is amended as follows:

a. Section 1, Services, is amended to include the following facility renovation-oriented capital improvement projects and related services during Fiscal Year 2023/24, as described in the Scope of Services in Exhibit A.1:

- City Hall Roof Replacement
- Sunset Center Hazardous Materials Remediation and Exterior Painting
- Sunset Center Cottage Window Repairs
- Harrison Memorial Library Exterior and Interior Painting
- Sunset Center Portico - Design
- Sunset Center Retaining Wall Repairs – Design
- San Antonio Pedestrian Walkway Reconstruction, Second to Fourth Avenues
- On-Call, As-Needed Services, which may include:
 - Completion of City Hall Retaining Wall Repair
 - CIP Programming based on Facility Condition Inspections (4 Buildings)

b. Section 2, Compensation, of the Agreement is amended and restated as follows:

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 Fee Schedule (Exhibit B.1), in a total amount not-to-exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for services performed in Fiscal Year 2023/24. Therefore, the "Maximum Authorized Expenditure" under this Agreement, including Amendment No. 1, is Two Hundred Fifty Thousand Dollars (\$250,000.00).

c. Section 3, Agreement Term, of the Agreement is amended and restated as follows:

The work under this Agreement will commence by August 2, 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 Amendment No. 1 services in a timely manner and in accordance with the Project Schedule for Fiscal Year 2023/24 in Exhibit C.1.

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

4. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Amendment and to bind the parties to the performance of its obligations.

5. This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

6. If any term, condition, or covenant of this Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Amendment will not be affected and the Amendment will be read and construed without the invalid, void or unenforceable provision.

CONSULTANT:

By: _____

Date: _____

CITY:

By: _____
Chip Rerig, City Administrator

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____

Amendment No. 1
EXHIBIT A.1

Section 1 - Scope of Services:

This Scope of Services document outlines the responsibilities, duties, and deliverables for the Project Management (PM) and Construction Management (CM) services to be provided by Ausonio under the Professional Services Agreement between the City of Carmel and Ausonio, Inc. The below scope is intended as a general outline and may need to be customized to apply to the specific projects identified in Section 2 of this document, as well as for additional projects that may be assigned under the on-call, as-needed component of Amendment No. 1.

1. Project Management

- a) Establish project objectives and quality standards.
- b) Develop and implement project controls, including progress tracking, cost control, and risk management.
- c) Coordinate with all project stakeholders, including architects, engineers, contractors, suppliers, applicable City departments, and building occupants.
- d) Facilitate regular meetings with the City to review project progress and provide summary minutes with action items.
- e) Ensure compliance with all applicable laws, regulations, codes, and permits.

2. Design and Bidding Phase

- a) Assist with the selection and negotiation of professional services agreements and amendments with design professionals. Support contract execution and draft Notice to Proceed and similar letters.
- b) Conduct progress meetings with design consultants, and prepare summary minutes with action items.
- c) Review design documents, including technical reports, plans, specifications, and cost estimates, for biddability/constructability, value engineering, and adherence to project goals.
- d) Develop and maintain project schedules, including critical path analysis and milestones.
- e) Prepare and manage project budgets, including cost estimates, bid analysis, and change orders.
- f) For designated projects, prepare basic site plans, details, photographs, specifications, bid item descriptions, and compile bidding documents.
- g) Assist in obtaining permits, approvals, and other necessary regulatory requirements.

- h) Provide bid phase services, coordinating advertising with the City, conducting pre-bid meetings, answering bidder questions, issuing addenda, attending the bid opening, compiling bid results, and supporting contract awards and contract document execution. Draft Notice of Award and Notice to Proceed letters for awarded contractors.

3. Construction Phase

- a) Provide construction management and daily inspection services as needed.
- b) Oversee all construction activities, including scheduling, quality control, and inspections. Coordinate with applicable City departments.
- c) Ensure contractor compliance with contract documents, project specifications, quality standards, industry best practices, and permit conditions.
- d) Conduct regular progress meetings with contractors, resolving any issues or disputes, and prepare summary minutes with action items.
- e) Review and approve contractor payment applications and change orders.

4. Post-construction Phase

- a) Prepare the project punch list, and manage the resolution of outstanding issues, defects, or punch list items.
- b) Coordinate project closeout activities, including final inspections, testing, and commissioning.
- c) Facilitate the turnover of the project to the City, including spare parts, training, and transition support.
- d) Review project record documents, warranties, and as-built drawings.
- e) Provide post-construction support and warranty management.

5. On-Call, As-Needed Services

- a) Additional services requested by the City or required by project-specific needs are anticipated during the term of Amendment No. 1. These may include closing out prior year projects, managing other new projects, or providing other services including value engineering, sustainability consulting, LEED certification, drafting, estimating, etc.

Section 2 – Assigned Projects

1. Project #1 consists of the following four (4) distinct facility renovation projects assembled as one combined bid package. *Ausonio to provide Project Management, Bidding, Construction Management, and Post-Construction Phase Services.*

A) 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. Ten Over Studio architects have developed a design to replace the roof with cedar shingles as part of FY22/23 scope of services. This year's scope will be to finish the project including hiring and construction management oversight of a roofing contractor. To control the budget an add alternate for a composition shingle roof will be bid as well.

B) Sunset Center Hazardous Materials Remediation and Exterior Painting: The exterior of Sunset Center has not been painted in many decades. Ten Over Studio architects have developed a design to paint the northern portion of the facility as part of FY22/23 scope of services. This year's scope will be to finish the project including construction management oversight of hazardous materials remediation and painting contractors in the field.

C) 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 will remediate asbestos and lead paint around the windows of the Sunset Center Cottages, and repair or replace the imminently-failing window frames. Ten Over Studio architects have developed a design to as part of FY22/23 scope of services. This year's scope will be to finish the project including construction management oversight of hazardous materials remediation and painting contractors in the field.

D) Harrison Memorial Library Exterior and Interior Painting: The Harrison Memorial Library Exterior and Interior has not been painted in many decades. Ten Over Studio architects have developed a design to paint the facility as part of FY22/23 scope of services. This year's scope will be to finish the project including construction management oversight of hazardous materials remediation and painting contractors in the field. The interior painting is being bid as an alternate.

Project #2. Sunset Center–Portico Design: Sunset Center requested this project. Located at the promenade and concessions exterior, this project would provide for the architectural design of a new portico cover. This project will replace an ornamental garden trellis that was demolished in 2017 and eliminate the remaining columns that are an eyesore and have succumbed to dry rot. The proposed portico may consist of an approximately 1,000 square foot roof structure to provide a functional outdoor concession space, enhance patron experience, eliminate water intrusion into the concession stand, and provide weather protection for wood framed doors and windows at the lobby entrance.

Ausonio to provide Project Management and Design Services, tentatively working with the City's on-call architectural firm. No construction funding is available.

Project #3. Sunset Center Retaining Wall Repairs – Design: Sunset Center requested this project. This project will include hiring an engineering or architectural firm to design repairs for four retaining walls around Sunset Center. In the north lot, a 100-foot long,

Carmel stone wall along Eight Avenue is leaning, and there are significant cracks in the wall along Mission Street. In the south parking lot off of Tenth Avenue, there is 50-feet of rotted wooden wall on top of a granite wall. These and other walls require replacements of such as fencing, posts, and railings. Repairs are tentatively programmed in FY 2024/25.

Ausonio to provide Project Management and Design Services, tentatively working with the City's on-call architectural or engineering firm. No construction funding is available.

Project #4. San Antonio Pedestrian Walkway Reconstruction, Second to Fourth Avenues: Mitigate storm damage of walkway, wood retaining wall and grape stake fence on San Antonio Avenue. Design will be based on available drawings, site inspections, and consultations with engineers and other contractors. A design and bid package is to be assembled. A structural or other engineering consultant may be required for new footing details, with the potential to use the same firm as for the Sunset Center retaining wall repairs.

Ausonio to provide Project Management, Design, Bidding, Construction Management, and Post-Construction Phase Services.

Project #5. Provide On-Call, As-Needed PM/CM Services:

On-call, as-needed services may include the following, prior year closeout projects, and/or other projects and tasks.

Project 5.1. City Hall Retaining Wall Emergency Repair: Complete FY 22/23 emergency retaining wall repair/foundation retrofit project on the south side of the City Hall building. While construction was substantially completed in FY 22/23, remaining work may include punch list items, final payments to the contractor and engineering firms, and support remaining work to be done by City forces.

Project 5.2. Facilities Component Inspections: Complete FY 22/23 project - oversight on facility condition assessments for City Hall, Fire Station, Public Works, and Vista Lobos facilities by Bureau Veritas. Final draft reports are anticipated to be complete by the end of Fiscal Year 22/23. However, final edits may be needed during FY 23/24, and final payments need to be processed. In addition, Ausonio may be tasked to create a short list of the most urgent repairs identified in the report and provided recommendations for logical design and construction repair packages to be included as Facility Renovation Projects over subsequent Capital Improvement Plan cycles.



EXHIBIT B.1 - 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 July 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, Assistant Project Manager

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 **2023/24** is \$125,000; however, it needs to be clear that we will may 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.



EXHIBIT B.1 - Fee Summary

Project Name	Fee		Project Budget	
1 2023 Facilities Imp. - Sunset, Library, City Hall Roof	\$	45,000	\$	555,000
2 Sunset Center Portico Design	\$	11,000	\$	40,000
3 Sunset Center Retaining Wall Design	\$	11,000	\$	40,000
4 San Antonio Walkway Reconstruction	\$	40,000	\$	100,000
5 On-call PM services	\$	18,000		
Total	\$	125,000	\$	735,000



AUSONIO

CONSTRUCTION MANAGEMENT

EXHIBIT B.1

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	Qtr 3, 2023	Qtr 4, 2023	Qtr 1, 2024	Qtr 2, 2024	Qtr 3, 2024	Qtr 4, 2024	Nov	Dec
1	Carmel - Ausonio 23/24 Amendment Project Schedule	260 days	Mon 7/3/23	Fri 6/28/24								
2	Project 1 - 2023 Facilities Improvements	165 days	Mon 7/3/23	Fri 2/16/24								
3	Draft Bid Docs	15 days	Mon 7/3/23	Fri 7/21/23								
4	Bid and Procure Contractor	40 days	Mon 7/24/23	Fri 9/15/23								
5	City Hall Roof - Construction	30 days	Mon 9/18/23	Fri 10/27/23								
6	Sunset Center Work	60 days	Mon 9/18/23	Fri 12/8/23								
7	Sunset Center Exterior Paint Construction	20 days	Mon 9/18/23	Fri 10/13/23								
8	Cottage Windows Construction	60 days	Mon 9/18/23	Fri 12/8/23								
9	Library Work	70 days	Mon 10/16/23	Fri 1/19/24								
10	Library Exterior Paint Construction	20 days	Mon 10/16/23	Fri 11/10/23								
11	Library Interior Paint Construction	25 days	Mon 12/18/23	Fri 1/19/24								
12	Close-out	20 days	Mon 1/22/24	Fri 2/16/24								
13	Project 4 - San Antonio Walkway Reconstruction	175 days	Mon 7/3/23	Fri 3/1/24								
14	Procure Design and Draft Bid Docs	75 days	Mon 7/3/23	Fri 10/13/23								
15	Bid and Procure Contractor	40 days	Mon 10/16/23	Fri 12/8/23								
16	Construction	40 days	Mon 12/11/23	Fri 2/2/24								
17	Close-out	20 days	Mon 2/5/24	Fri 3/1/24								
18	Project 2 - Sunset Center Portico Design	80 days	Mon 2/5/24	Fri 5/24/24								
19	Procure Designer	20 days	Mon 2/5/24	Fri 3/1/24								
20	Design Meetings	40 days	Mon 3/4/24	Fri 4/26/24								
21	Finalize Design	20 days	Mon 4/29/24	Fri 5/24/24								
22	Project 3 - Sunset Center Retaining Wall Design	80 days	Mon 2/5/24	Fri 5/24/24								
23	Procure Designer	20 days	Mon 2/5/24	Fri 3/1/24								
24	Design Meetings	40 days	Mon 3/4/24	Fri 4/26/24								
25	Finalize Design	20 days	Mon 4/29/24	Fri 5/24/24								
26	Project 5 - On-Call CM/PM Services	260 days	Mon 7/3/23	Fri 6/28/24								

Project 1 - 2023 Facilities Improvements

Draft Bid Docs

Bid and Procure Contractor

City Hall Roof - Construction

Sunset Center Work

Sunset Center Exterior Paint Construction

Cottage Windows Construction

Library Work

Library Exterior Paint Construction

Library Interior Paint Construction

Close-out

Project 4 - San Antonio Walkway Reconstruction

Procure Design and Draft Bid Docs

Bid and Procure Contractor

Construction

Close-out

Project 2 - Sunset Center Portico Design

Procure Designer

Design Meetings

Finalize Design

Project 3 - Sunset Center Retaining Wall Design

Procure Designer

Design Meetings

Finalize Design

Project 5 - On-Call CM/PM Services

EXHIBIT C.1

Attachment

EXHIBIT C.1



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

July 11, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Marnie R. Waffle, AICP, Principal Planner
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-074 authorizing the City Administrator to execute an Amendment to Professional Services Agreement No. PBD-EMC-037-22-23 with EMC Planning Group, Inc. to prepare an Initial Study in accordance with the California Environmental Quality Act (CEQA) for a not-to-exceed amount of \$40,455 increasing the total contract cost to \$279,600

RECOMMENDATION:

Adopt Resolution 2023-074 authorizing the City Administrator to execute an Amendment to Professional Services Agreement No. PBD-EMC-037-22-23 with EMC Planning Group, Inc. to prepare an Initial Study in accordance with the California Environmental Quality Act (CEQA) for a not-to-exceed amount of \$40,455 increasing the total contract cost to \$279,600.

BACKGROUND/SUMMARY:

On February 7, 2023, the City Council adopted Resolution 2023-024 authorizing the City Administrator to execute a Professional Services Agreement with EMC Planning Group Inc. for a not-to-exceed fee of \$239,145.00 to update the General Plan Housing and Safety Elements.

The 30-day public review period for the Public Review Draft of the updated Housing Element was completed on July 6, 2023. Staff is currently preparing responses to public comments and will be starting the required environmental review in accordance with the California Environmental Quality Act (CEQA) on the updated document. The environmental review task was an optional line item in the original contract. EMC Planning Group, Inc. has provided a proposal to complete the environmental work for a not-to-exceed amount of \$40,455.

The Carmel Municipal Code requires the City Council to approve all contracts valued at \$25,000 or more by Resolution. The purpose of this agenda item is to authorize the City Administrator to approve an amendment to the existing agreement with EMC Planning Group that increases the not-to-exceed contract amount by \$40,455, from \$239,145 to \$279,600.

FISCAL IMPACT:

Consultant fees for the project are \$239,145.00. The cost will be fully paid with grant funding from SB2, LEAP, and REAP. In 2019 and 2020, the City received three grant awards totaling \$290,000 to assist with

the cost of updating the Housing Element: SB2 (\$160,000), LEAP (\$65,000), and REAP (\$65,000).

PRIOR CITY COUNCIL ACTION:

On February 7, 2023, the City Council adopted Resolution 2023-024 authorizing the City Administrator to execute a Professional Services Agreement with EMC Planning Group Inc. for a not-to-exceed fee of \$239,145.00 to update the General Plan Housing and Safety Elements.

ATTACHMENTS:

Attachment 1) Resolution 2023-074

Attachment 2) Proposal & Schedule

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

RESOLUTION NO. 2023-074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO. PBD-EMC-037-22-23 WITH EMC PLANNING GROUP, INC. TO PREPARE AN INITIAL STUDY IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR A NOT-TO-EXCEED AMOUNT OF \$40,455 INCREASING THE TOTAL CONTRACT COST TO \$279,600

WHEREAS, on February 7, 2023, the City Council adopted Resolution 2023-024 authorizing the City Administrator to execute a Professional Services Agreement with EMC Planning Group Inc. for a not-to-exceed fee of \$239,145.00 to update the General Plan Housing and Safety Elements; and

WHEREAS, the 30-day public review period for the Public Review Draft of the updated Housing Element was completed on July 6, 2023, and City staff are currently preparing responses to public comments; and

WHEREAS, environmental review in accordance with the California Environmental Quality Act (CEQA) is required and was included as an optional task in the original contract; and

WHEREAS, EMC Planning Group, Inc. has provided a proposal to complete the environmental work for a not-to-exceed amount of \$40,455; and

WHEREAS, the Carmel Municipal Code requires Council to approve contracts with a value of \$25,000 or more by Resolution; and

WHEREAS, in 2019 and 2020 the City received three grant awards totaling \$290,000 to assist with the cost of updating the Housing Element: SB2 (\$160,000), LEAP (\$65,000), and REAP (\$65,000); and,

WHEREAS, the project will be fully funded by SB2, LEAP, and REAP grants.

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 an amendment to Professional Services Agreement No. PBD-EMC-037-22-23 with EMC Planning Group Inc., to prepare an Initial Study in accordance with the California Environmental Quality Act (CEQA) for a not-to-exceed amount of \$40,455 increasing the total contract cost to \$279,600.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 11th day of July, 2023, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk



Planning for Success.

June 8, 2023

Marnie R. Waffle, AICP
Principal Planner
City of Carmel-by-the-Sea
City Hall
Carmel-by-the-Sea, CA 93921

Re: Carmel-by-the-Sea Housing Element Update & Safety Element Update (2023-2031)
Request for Contract Amendment #1 (CEQA) Revised

Dear Marnie,

Based on our understanding of the anticipated buildout of the Housing Element Update and a preliminary understanding of potential impacts, the assumption is the project would qualify for a mitigated negative declaration (MND), or possibly a negative declaration (ND).

The attached budget spreadsheet reflects the anticipated tasks and associated costs for preparation of an initial study to support the MND/ND. If it is determined that a significant and unavoidable impact would occur as a result of the Housing Element and Safety Element Updates, then an environmental impact report (EIR) would be prepared and an additional contract amendment would be required. Also note the scope and budget included with this contract amendment is based on the following assumptions:

- No more than ten (10) written public comment letters would be received during the 30-day public review period for the MND, and these letters would not raise new issues that require additional analysis. Any additional written public comments may require a contract amendment;
- City staff would conduct all required distribution, publication, and noticing tasks associated with release of the MND, publication of notices in a local newspaper, public hearing notices, as well as filing the Notice of Determination with the Monterey County Clerk;

- City staff will provide all internal comments on the administrative draft in one consolidated set of comments (electronically);
- City staff will coordinate with EMC Planning Group to permit EMC staff to submit all CEQA notices/documentation (as an authorized “submitter”) via the State Clearinghouse’s online submittal portal (CEQA Submit);
- Up to ten (10) hard copies of the public review IS/MND will be provided for the City’s use and distribution. The administrative draft will be provided electronically.

A spreadsheet is attached presenting the budget for the IS/MND process. The following table provides an overview of the contract, including this contract amendment request.

Contract Overview	
Current Contract (including contingency)	\$239,145
Amendment #1	\$40,455
Total New Contract Amount After Approval of this Amendment	\$279,600

We look forward to continue to work with you and City staff on this important planning effort. Please let me know if you have any questions.

Sincerely,



Teri Wissler Adam
Senior Principal

Attachment Budget Spreadsheet

City of Carmel-by-the-Sea 6th Cycle Housing Element Update IS/MND Budget (Revised June 8, 2023)											
Task	EMC Planning Group Inc.										
Staff	Senior Principal (Wissler Adam/ Sissem)	Principal Planner	Associate Planner (Lutz)	Associate Planner (Mortensen)	Principal Biologist	Senior Biologist	Graphics	Production Manager	Admin./ Production	Total Hours	Total Cost
Billing Rate (Per Hour)	\$275.00	\$220.00	\$165.00	\$165.00	\$210.00	\$170.00	\$140.00	\$125.00	\$115.00		
1. Management/Consultation/Meetings	4.0	4.0	8.0	0.0	0.0	0.0	0.0	0.0	2.0	18.0	\$3,530.00
2. Research	0.0	0.0	8.0	8.0	0.0	2.0	0.0	0.0	0.0	18.0	\$2,980.00
3. Project Description	2.0	4.0	16.0	0.0	0.0	0.0	4.0	0.0	0.0	26.0	\$4,630.00
4. Admin Draft IS/MND	12.0	0.0	34.0	24.0	4.0	14.0	6.0	2.0	1.0	97.0	\$17,295.00
5. Public Review IS/MND/Public Notices	1.0	0.0	8.0	4.0	1.0	1.0	2.0	4.0	1.0	22.0	\$3,530.00
6. Response to Comments/Final MND/MMRP	4.0	0.0	14.0	2.0	2.0	0.0	0.0	2.0	1.0	25.0	\$4,525.00
7. Public Hearings (2) and NOD	12.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	1.0	14.0	\$3,580.00
Subtotal (Hours)	35.0	8.0	89.0	38.0	7.0	17.0	12.0	8.0	6.0	Total Hours	Total Cost
Subtotal (Cost)	\$9,625.00	\$1,760.00	\$14,685.00	\$6,270.00	\$1,470.00	\$2,890.00	\$1,680.00	\$1,000.00	\$690.00	220.0	\$40,070.00

Additional Costs	
Production Costs	\$250.00
Travel Costs	\$25.00
Postal/Deliverables	\$25.00
Miscellaneous (includes CNDDB Records Search)	\$50.00
Administrative Overhead 10%	\$35.00
Total	\$385.00

Total Costs	\$40,455.00

NOTE: This proposal is valid for 90 days

June 9, 2023

City of Carmel-by-the-Sea Housing Element Update IS/MND Schedule

	Activity Name	Duration (Days)	Start Date	Finish Date	Jul 23					Aug 23					Sept 23					Oct 23					Nov 23					Dec 23					
					25	2	9	16	23	30	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	3	10	17	24	31			
1	Notice to Proceed	0.00	7/12/23	7/12/23																															
2	Draft VMT Analysis	16.00	7/12/23	8/2/23																															
3	EMC/City Staff Review	3.00	8/2/23	8/4/23																															
4	Final VMT Analysis	5.00	8/7/23	8/11/23																															
5	Draft Project Description	8.00	7/12/23	7/21/23																															
6	City Staff Review	5.00	7/24/23	7/28/23																															
7	Admin Draft IS/MND	28.00	7/12/23	8/18/23																															
8	City Staff Review	10.00	8/21/23	9/1/23																															
9	Public Review IS/MND & Public Notices	9.00	9/5/23	9/15/23																															
10	30-Day Public Review Period	22.00	9/15/23	10/16/23																															
11	Responses to Comments/Final MND/MMRP	14.00	10/17/23	11/3/23																															
12	Public Hearing(s)	21.00	11/7/23	12/5/23																															
13	NOD Filing	0.00	12/6/23	12/6/23																															
					25	2	9	16	23	30	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	3	10	17	24	31			



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

July 11, 2023
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Marnie R. Waffle, AICP, Principal Planner

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Update on the Housing Element Public Review Draft

RECOMMENDATION:

Receive report and provide direction.

BACKGROUND/SUMMARY:

The City of Carmel-by-the-Sea last updated the General Plan Housing Element in 2015 for the 5th cycle planning period of 2015-2023. The Housing Element is required under State law to be updated every eight (8) years in a manner consistent with the Regional Housing Needs Allocation (RHNA). The 6th cycle planning period is 2023-2031, and the City's RHNA is 349 housing units. The Housing Element includes policies, programs, incentives, and objectives to achieve the City's housing goals and must be adopted by the local jurisdiction and certified by the California Department of Housing and Community Development (HCD) by December 2023.

Housing Ad-Hoc Committee

In 2022, a Housing Ad-Hoc Committee was established. Vice Mayor Bobby Richards and Councilmember Karen Ferlito were appointed to work with staff throughout the Housing Element update process and bring recommendations to the full Council for action throughout the process. The Housing Ad-Hoc Committee has been meeting regularly since October 2022 and has hosted three community meetings.

Contract with EMC Planning Group

On December 9, 2022, the City released a Request for Proposals (RFP) soliciting proposals from qualified professionals to update the General Plan Housing Element and Safety Element. On February 7, 2023, the city approved a professional services agreement with EMC Planning Group to assist staff with preparing the updates. EMC is located in Monterey, California, and has provided land use, planning, and environmental consulting services to public agencies throughout California for 44 years. The firm has prepared housing elements for jurisdictions throughout the State, including several recently completed and certified elements, as well as ongoing preparation of 6th Cycle Housing Element updates with the Town of Los Gatos and the Cities of Larkspur, Monte Sereno, Belvedere, and Sand City. EMC has a history of partnering with the City of Carmel-by-the-Sea. Past projects include but are not limited to the City's Local Coastal Plan and Mitigated Declaration (2000 – 2003) and the Coastal Engineering and Adaptation

Planning project (2022, ongoing).

Public Review Draft

On June 6, 2023, the Public Review Draft of the 6th cycle Housing Element was released for a 3-day public review period. The Housing Element Public Review Draft is 302 pages, and is available at the following link: <https://homecarmelbythesea.com/20454/widgets/65851/documents/43466>. A Reader's Guide is included as **Attachment 1**. On June 15, 2023, the Housing Ad Hoc Committee hosted a joint City Council and Planning Commission special meeting to discuss the Public Review Draft of the updated Housing Element. Staff received comments from the Council, Planning Commission, and the public at the meeting.

The public review period ended at 5:00 PM on Thursday, July 6th. Over the next few weeks, staff and our EMC partners will be cataloging and preparing responses to the comments received during the joint City Council/Planning Commission special meeting held on June 15th, through the dedicated project website, <https://homecarmelbythesea.com/>, and via email. The topics discussed in this report are not meant to be an exhaustive list of all public comments received during the public review period.

Policy Questions and Recommendations

Based on a preliminary review of comments received on the first draft Housing Element update, staff is seeking policy direction from the City Council on topics of significant interest and impact. Policy direction from the City Council will inform revisions to the draft Housing Element, which will be presented (along with the full public comment matrix) for Council review on August 1, 2023, prior to submittal to the State Department of Housing and Community Development (HCD) for their 90-day review.

To help guide the discussion, this section is formatted as follows:

- Description of the Policy Question
- Concerns expressed through comments received
- Response to clarify the intended policy direction
- Recommendation from Ad Hoc Committee and Staff

1. *Policy Question: Should we amend **Program 1.3.B: R-1 Motel (Conversion) Development Transfer Rights** to include existing motels not just in the R-1 but in every zoning district? Please note that the term "motel" is in reference to any transient lodging: hotel, motel, inn, b&b, etc.*

Concern: A missed opportunity to convert hotel sites in the downtown to multi-family housing.

Response: The previous 5th cycle Housing Element included Program 3-4.1.B: Conversion of R-1 Motels, allowing the conversion of R-1 motel units into permanent residences with the transfer of vacated rooms to the commercial district. This program is proposed to continue under the 6th cycle Housing Element as Program 1.3.B. Note that this program involves a transfer of development rights (motel rooms) from the existing site to an alternative downtown site.

At the joint City Council/Planning Commission special meeting on June 15, 2023, it was suggested that limiting the potential conversion of motels into permanent residences to only the R-1 district could result in a missed opportunity to convert a motel in the downtown (CC, RC, SC districts) to multi-family housing. A review of the Municipal Code revealed that a hotel in any zoning district can be converted and the rooms transferred to another commercially zoned site.

Recommendation: Modify Program 1.3.B to reflect its application to all hotels in all districts.

2. *Policy Question: Should we keep **Program 1.4.B: Objective Design Standards** to develop*

objective design standards for affordable multi-family housing projects? If not, should we remove one or more sites carried over from the 5th Housing Element cycle?

Concern: Loss of discretionary review process.

Response: State law requires that any site identified for affordable housing during the 5th cycle Housing Element that did not develop as planned, and is being carried over as a site for the 6th cycle Housing Element, must be approved by-right with no use permit or discretionary design review if the project includes at least 20 percent, deed-restricted, affordable units. There are 21 sites (with a total of 110 units) currently proposed to be carried over from the 5th cycle (refer to Table 1 below).

Table 1. 5th Cycle RHNA Sites

Carmel Realty office (6 units)
Three Garages (10 units)
Café Carmel (4 units)
Wells Fargo (11 units)
Yafa (5 units)
Court of the Fountains (12 units)
First American Title (2 units)
Monte Verde & 7th (2 units)
Chase Bank (2 units)
Olivier (2 units)
Parashis (4 units)
The Agency (2 units)
Faherty's (9 units)
Star Child (2 units)
Sunset Terrace (6 units)
Bell Tower Court (3 units)
Enzo's (4 units)
Doude Arcade (5 units)
Paseo San Carlos Square (7 units)
Carmel Office Supply (2 units)
Ocean & Dolores (10 units)

Because Carmel-by-the-Sea is facing a loss of discretionary review powers under these circumstances, the adoption of objective design standards would mitigate the potential impact of by-right approvals. Adopting objective design standards ensures that local control is retained over the design of these sites if an application is submitted for a housing project that includes at least 20 percent affordable units. The creation of objective design standards would occur through a public process in collaboration with the community and would be reviewed by the Planning Commission and adopted by the City Council. Without objective design standards in place, the City will lack a mechanism to control building design and materials, landscaping, or any other principles currently supported by the City's Design Guidelines

Recommendation: Keep Program 1.4.B and develop objective design standards for projects with at least 20% affordable multi-family housing.

3. *Policy Question: Should we keep a vacancy tax on the list of potential options in **Program 2.1.D:***

Establish Affordable Housing Trust Fund?

Concern: Imposing a vacancy tax on seasonal/vacation homes infringes on private property rights.

Response: A vacancy tax is one of many potential options that could be explored over the next 8 years (2023-2031) to fund, wholly or in part, an Affordable Housing Trust Fund. Exploring the feasibility of adopting a vacancy tax demonstrates to the State HCD that we are open to considering various funding streams. If it is determined that a vacancy tax only applies to Charter cities and not General Law cities like Carmel, or if the courts find vacancy taxes to be unconstitutional, or if we simply conclude it is not an appropriate tool for Carmel, we would cease exploration of the concept and report our findings to HCD. It is important to understand the commitment to explore is not a commitment to adopt a vacancy tax.

Recommendation: Remove vacancy tax from Program 2.1.D as a potential funding source for an Affordable Housing Trust Fund.

4. Policy Question: Should Program 3.1.A: Mixed Use Affordable Housing be modified to remove consideration of a third story when devoted to affordable housing?

Concern: Two and three-story buildings downtown may negatively impact Carmel's character.

Response: Two-story buildings are a common feature of the downtown and are allowed (and always have been allowed) throughout the commercial districts. Encouraging the addition of a second story to one-story buildings would add housing and, in many cases, would serve to improve the aesthetics of the downtown by shielding rooftop mechanical equipment and unsightly adjacent blank walls. Two examples of this existing condition are the Carmel Realty building at the northeast corner of Dolores and 8th and a series of one-story buildings on the east side of Dolores between 5th & 6th. In both of these areas, because the surrounding context is primarily two-story buildings, second-story additions could blend well with and complement the streetscape. All newly created second-floor space would be occupied by residential uses only.

Increasing the 30' height limit to allow 3-story buildings are not under consideration. However, it should be recognized there are examples of existing 3-story buildings downtown that blend well with the streetscape. These include the following buildings:

- Southeast corner of Ocean and Monte Verde;
- Monte Verde 2 southwest of Ocean (Mote Verde Inn);
- Northeast corner of Monte Verde & 6th (Pine Inn);
- Ocean 2 northwest of Lincoln (Pine Inn);
- Monte Verde 2 northeast of 7th (L'Auberge);
- Northeast corner of 7th & San Carlos (Nielsen Market);
- Northeast corner of 8th & San Carlos (Villa San Carlos);
- East side of Mission between Ocean & 7th (Carmel Plaza);
- San Carlos and Camino del Monte (Hofsas House), and
- Junipero between 5th and 6th (Carmel Bay View Inn).

In the 5th cycle Housing Element, Program 3-2.1.c: Incentives for Mixed-Use Affordable Housing included exploring the potential of allowing a third story when devoted to affordable housing as a development incentive. While no project applicants requested a third story for affordable housing, the previously approved Del Dono project included affordable housing and a third-floor mezzanine.

Encouraging third-floor (not third-story) mezzanines within two-story buildings could be a creative option to accommodate housing while maintaining the appearance of a two-story building from the exterior. Note that “story” references the exterior of a building, and “floor” references the interior.

Recommendation: Modify Program 3.1.A: Mixed Use Affordable Housing to allow for a third-floor (not a story) mezzanine within the current height limits to encourage the development of affordable housing. Note the current height limits are as follows. In the CC and SC districts, structures are limited to a maximum of 30 feet. In the RC and R-4 districts, structures are limited to a maximum of 26 feet. Building sites that face, abut, or adjoin any property in the R-1 district are limited to a height of 24 feet.

5. *Policy Question: Should we consider using Senate Bill (SB) 10 for the Regional Housing Needs Allocation (RHNA) sites zoned R-1, or should we remove them from the site's inventory?*

Concern: We committed to meeting our Regional Housing Needs Allocation (RHNA) without having to rezone property, but there are R-1 properties included in the site's inventory.

Response: The following sites are identified as potential housing sites and are currently zoned R-1:

- Red Cross (5 units),
- American Legion (5 units),
- First Church of Christ Scientist (9 units),
- Carmel Presbyterian Church (36 units), and
- Pine Inn Parking Lot (5 units).

While zoned R-1, all sites contain non-residential uses. These sites could be potential housing sites and retain their R-1 zoning if Senate Bill (SB) 10 is utilized. SB10 is a voluntary process that allows cities to override the underlying zoning of a parcel and permit up to 10 housing units.

Recommendation: Remove the Pine Inn Parking Lot and Carmel Presbyterian Church from the site's inventory. The City has learned that the property owner of the Pine Inn Parking Lot is exploring an alternative design concept. Carmel Presbyterian Church has a potential capacity that exceeds 10 units and would be underutilized under SB10. If the City Council prefers not to use SB10 on the remaining three sites, staff recommends they be removed and replaced with alternative sites.

6. *Policy Question: Should we modify **Program 1.3.C: Accessory Dwelling Units** to remove the creation of standardized, pre-approved Accessory Dwelling Unit plans?*

Concern: Accessory Dwelling Units are not affordable and are not being rented out, so why incentivize them?

Response: State law streamlined the permitting process for ADUs by eliminating a local jurisdiction's ability to require a use permit or conduct a discretionary design review for an ADU. Through the adoption of a local ADU ordinance, the City can regulate the design of an ADU through objective design standards. Carmel's local ordinance with objective ADU standards is currently being drafted.

The creation of standardized, pre-approved ADU plans provides “shelf-ready” construction drawings to interested property owners, further streamlining the permit process and reducing the cost. This type of incentive can be beneficial to homeowners seeking to establish an ADU.

Increasing the supply of ADUs is an important piece of the overall housing plan. It provides a housing opportunity for various household types (aging parents, caregivers, college students, disabled family members, single parents, empty nesters, etc.). ADUs can also provide an income stream to property owners, lessening the financial burden of homeownership. Whether or not an ADU is rented at market-rate or “free” today, tomorrow, or sometime over the course of 50 years, every new ADU adds a potential housing opportunity and diversifies the housing stock.

Recommendation: Retain Program 1.3.C to explore the creation of standardized, pre-approved Accessory Dwelling Unit plans.

7. *Policy Question: Should we keep properties that contain parking lots on the site's inventory, or should we remove them?*

Concern: Elimination of parking to provide more housing would exacerbate existing parking issues.

Response: The site's inventory can be found in Appendix C of the Draft Housing Element. A list of sites is provided in Table C-3. Some of the sites include existing parking lots that provide private parking, such as Bruno's Market, or public parking, such as the Sunset Center. While parking is unquestionably a necessity, parking lots are often underutilized pieces of land that hold a higher development potential than just parking spaces. Identifying these sites as opportunities for future housing does not mean that parking will be replaced with housing. Rather, the City can require that existing parking be incorporated into the design of a new housing project, which could include underground parking or at-grade parking with housing above. If spatially and financially feasible, the supply of parking could even increase through more efficient site design. It is worth noting numerous underground parking garages throughout the Village supply much-needed parking without the undesirable appearance of an asphalt parking lot.

Recommendation: Retain sites with parking lots on the site's inventory on the condition that existing parking spaces are incorporated into the design of any future housing project.

Next Steps and Timeline

The public comment period on the Public Review Draft of the Housing Element closed at 5:00 PM on Thursday, July 6th. Between July 7th and July 20th, City staff and EMC Planning Group will be reviewing public comments in coordination with the Housing Ad Hoc Committee, and preparing a catalog of written responses for submittal to HCD with the draft Housing Element. Based on public comments received and the feedback and policy direction received this evening, staff will revise the draft Housing Element.

On August 1, 2023, staff will present the revised document to the City Council and request authorization to submit the draft Housing Element to HCD for the State's 90-day review period.

After receiving comments from HCD, the draft Housing Element will be revised and resubmitted for certification. Any substantive changes in policy would be brought back to the City Council for consideration prior to resubmitting for certification. Once staff receives notification from HCD that the Housing Element is in substantial compliance with state law, staff will present the final document to the City Council for adoption.

FISCAL IMPACT:

Consultant fees for the 2023-2031 Housing Element (and Safety Element) update project are \$239,145.00. The cost will be fully paid with grant funding from SB2, LEAP, and REAP. In 2019 and 2020, the City received three grant awards totaling \$290,000 to assist with the cost of updating the Housing Element: SB2 (\$160,000), LEAP (\$65,000), and REAP (\$65,000).

PRIOR CITY COUNCIL ACTION:

On February 7, 2023, the City Council entered into a Professional Services Agreement with EMC Planning Group for the 6th cycle Housing Element update and General Plan Safety Element update.

ATTACHMENTS:

Attachment 1) Reader's Guide

Attachment 2) Draft 2023-2031 Housing Element

Housing Element Update 2023-2031

Public Review Draft Summary / Reader's Guide

June 9, 2023

Attachment 1

The City is progressing with its 2023-2031 Housing Element update project, with a public review draft released on June 5, 2023. Below you will find key project dates and a high-level overview of the 5 chapters plus appendices A-F that comprise the 2023-2031 Draft Housing Element.

Key Project Dates (updated)

June 5th:	Public Review Draft published on H.O.M.E. website ("Housing Opportunities Made Easier")
June 6th:	Draft release advertised via City's Constant Contact Listserv and on the City website homepage
June 15th:	Joint City Council/Planning Commission Workshop (Sunset Center, Carpenter Hall @ 5:30 pm and via Zoom) to discuss the Public Review Draft
July 6th:	Public comment period closes
July 11th:	City Council meeting to review public comments
Aug 1st:	City Council meeting to review revised draft Housing Element (NEW)
Aug 2nd:	Submit draft Housing Element to the State Department of Housing and Community Development (HCD) for a 90-day review period (updated)
Oct 31st:	Receive comments from HCD (updated)

Overview of Draft 2023-2031 Housing Element (6th cycle)

Chapter 1 - Introduction (15 pages)

- **5th Cycle: 18 above moderate** (market-rate) housing units were constructed during the eight-year 2015-2023 5th cycle Regional Housing Needs Allocation (RHNA), which equals **58%** of the 5th cycle RHNA goal of **31 units**.
- **6th Cycle:** The 6th cycle RHNA goal is **349 units** constructed over the eight-year period from July 2023 to June 2031.

Chapter 2 - Goals, Policies, and Programs (25 pages)

- State law requires that each program have a "**quantified objective**." This is a goal for the City to work towards and a metric to report annually to HCD on progress.
- At this time, there are no penalties for not reaching the objective. Programs that are unsuccessful in reaching the objective will be re-evaluated in the 7th cycle.
- Each program description is followed by a note specifying if the program is new or carried over from the 5th cycle.
- Some of the proposed programs would require a **Zoning Code Amendment** if adopted. The proposed amendments are summarized below.
 - Revise existing parking standards for new housing units;
 - Establish a 33 dwelling unit per acre (du/ac) minimum density for new housing projects (Note: This results in 3 units on a 4,000-square-foot lot);
 - Adopt a housing overlay zoning district with objective design and development standards for qualifying projects;

- Adopt an Accessory Dwelling Unit (ADU) ordinance (in progress);
- Incentivize onsite hotel employee housing;
- Establish design and development standards for the A-2 zoning district (Sunset Center) for senior housing, which is already a permitted use;
- Allow manufactured homes in the R-1 district (required per State law);
- Eliminate the Use Permit requirement for multi-family development;
- Increase the floor area bonus from 15% to 25% for projects that include affordable housing; and
- Allow a low-barrier navigation center (required per state law).
- Establish an Affordable Housing Trust Fund (funding and use to be determined by City Council): goal to **raise \$1 million in 8 years**

Chapter 3 - Housing Needs and Constraints (20 pages)

- Summary of Carmel-by-the-Sea demographic data (population, employment, housing, etc.); note that Pacific Grove and Del Rey Oaks were used as a comparison to Carmel.
- Overview of governmental constraints affecting housing production. For details, see Appendix B.

Chapter 4 - Sites Inventory (6 pages)

- High-level Sites Inventory summary. For details, see Appendix C.

Chapter 5 - Energy and Resource Conservation (9 pages)

- Incorporates information from the City's Climate Action & Adaptation Plans.
- PG&E Programs and Incentives for energy efficiency.
- MPWMD rebates for water conservation.
- Federal and State financial assistance programs.

Appendix A - Housing Needs and Fair Housing Report (89 pages)

- Introduction with an explanation of "Affirmatively Furthering Fair Housing" or "AFFH" requirements per Gov. Code, § 8899.50, subd. (a)(1).
- Population, employment, and household characteristics.
- Disproportionate housing needs.
- Special needs groups.
- Access to opportunity.
- Housing stock characteristics.
- Fair housing enforcement and outreach capacity.
- Fair housing recommendations.

Appendix B - Housing Constraints (47 pages)

- Overview of Governmental and Non-Governmental constraints to housing development, including but not limited to:
 - Lengthy design review process;
 - Fees are financially prohibitive to lower-income households;
 - Two-story building height limit;

- Use Permit requirements for new residential projects;
- Subjective design standards which create uncertainty for developers;
- Protection of historic resources;
- Coastal Zone regulations;
- Outdated Accessory Dwelling Unit (ADU) ordinance;
- Lack of development standards in the A-2 district (Sunset Center); and
- Lack of water due to State Water Resources Control Board Order 95-10 and the 2008 Cease-and-Desist Order.

Appendix C - Vacant and Available Sites (38 pages)

- 35 identified sites that could accommodate 283 housing units.
 - Sites zoned R-1 that would require a rezone if retained in the sites inventory list:
 - Pine Inn parking lot (6 units)
 - First Church of Christ (9 units)
 - Red Cross (6 units)
 - American Legion (5 units)
 - Carmel Presbyterian (36 units)
 - Options for rezoning could include A-2 (senior housing) or R-4 (multi-family).
 - An alternative to rezoning (open for discussion): eliminate one or more of these sites and replace them with other properties that do not require rezoning.
- 46 units attributed to potential onsite hotel employee housing units
- 72 units attributed to potential accessory dwelling units
- Grand Total: 401 units (52 surplus units over our 349 RHNA goal = 15% buffer) *Note: A buffer is necessary due to the likelihood HCD will reject some of our proposed sites.*

Appendix D - Review of Previous Housing Element (9 pages)

- Effectiveness of 5th cycle (2015-2023) Housing Element; progress in implementation; and appropriateness of Goals, Objectives, and Policies.

Appendix E - List of Contacted Organizations (11 pages)

- Summary of outreach efforts to date.

Appendix F - ECONorthwest Feasibility Study (37 pages)

- Feasibility Study prepared by consultant ECONorthwest and received by the City Council on February 7, 2023.

Attachment 2

Click on the link below to access a full PDF version of the Initial Public Review Draft Housing Element (302 pages):

<https://homecarmelbythesea.com/20454/widgets/65851/documents/43518>



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

July 11, 2023
PUBLIC HEARINGS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Chip Rerig, City Administrator
APPROVED BY:	Chip Rerig, City Administrator
	Resolution 2023-075 Declaring the Results of the Majority Protest Proceedings and Renewing the Carmel Restaurant Improvement District (CRID), and Second Reading/Adoption of Ordinance 2023-005 to Renew the CRID
SUBJECT:	Recommendation: Hold a final hearing, declare results of majority protest proceeding, adopt Resolution 2023-075, conduct the second reading of Ordinance 2023-005 by title only, and adopt Ordinance 2023-005 to renew the CRID.

RECOMMENDATION:

Hold a final hearing, declare results of majority protest proceeding, adopt Resolution 2023-075, conduct the second reading of Ordinance 2023-005 by title only, and adopt Ordinance 2023-005 to renew the CRID.

BACKGROUND/SUMMARY:

BACKGROUND

The CRID is a benefit assessment district proposed to continue to help fund marketing and sales promotion efforts for certain Carmel restaurant businesses. This approach has been used successfully in other destination areas throughout the state to increase sales at assessed restaurant businesses. The renewed CRID includes all full service restaurant businesses, existing and in the future, located within the City boundaries of Carmel-by-the-Sea.

The CRID was initially formed on January 1, 2019 for a five (5) year term. Restaurant business owners decided to pursue renewal of the CRID in order to continue a revenue source devoted to providing sales and marketing services to increase restaurant food and drink sales at assessed restaurant businesses. If renewed, the CRID would generate approximately \$240,000 on an annual basis for promotion of Carmel restaurant businesses. The initial "year" of operations will be a partial year consisting of six (6) months, with an anticipated assessment budget of \$96,000.

RESTAURANT IMPROVEMENT DISTRICTS

Restaurant Improvement Districts (RIDs) utilize the efficiencies of private sector operation in the market-based promotion of restaurants. These special assessment districts allow restaurant business owners to organize their efforts to increase restaurant sales. Restaurant business owners within the RID fund the RID, and those funds are used to provide services that the businesses desire and that benefit the restaurant businesses within the RID.

RID benefits:

- Funds cannot be diverted for other government programs
- They are customized to fit the needs of each destination
- They allow for a wide range of services; including: marketing of the destination and assessed businesses, promotion activities and sales lead generation
- They are designed, created and governed by those who will pay the assessment
- They provide a stable funding source for restaurant promotion

In California, Restaurant Improvement Districts are renewed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a special benefit assessment district to raise funds within a specific geographic area. The key difference between RIDs and other special benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the RID.

MANAGEMENT DISTRICT PLAN

The Management District Plan (**Attachment 1**) includes the proposed boundary of the CRID, a service plan and budget and a proposed means of governance. The CRID will include all full service restaurant businesses, existing and in the future, within the City boundaries of Carmel-by-the-Sea.

The proposed CRID will have a nine (9) year and six (6) months year life, beginning January 1, 2024 or as soon as possible thereafter, and ending on June 30, 2033. The assessment will be implemented beginning January 1, 2024. Once per year beginning on the anniversary of CRID renewal, there shall be a thirty (30) day period in which business owners paying fifty percent (50%) or more of the assessment may protest and begin proceedings to terminate the CRID.

The City will be responsible for collecting the assessment on a quarterly basis from each assessed restaurant business located in the CRID boundaries. The City shall forward the assessments to Visit Carmel, which will have the responsibility of managing CRID programs as provided in this Management District Plan. The City shall retain a fee equal to two percent (2%) of the amount of assessment collected to cover its costs of collection and administration.

CRID RENEWAL PROCESS

May 2, 2023	RESOLUTION OF INTENTION MEETING (Completed) Upon the submission of a written petition, signed by the restaurant business owners in the renewed CRID who will pay more than fifty percent (50%) of the assessments proposed to be levied, the City Council may initiate proceedings to renew the CRID by the adoption of a resolution expressing its intention to renew the CRID.

	<i>Petition Status:</i> Petitions in favor of CRID renewal were submitted which represent over 50% of the total CRID assessment. This majority petition allows the Council to initiate proceedings for CRID renewal at the May 2, 2023 meeting.
May 22, 2023	NOTICE (Completed) The Property and Business Improvement District Law of 1994 requires the City mail written notice to the owners of all businesses proposed to be within the CRID. Mailing the notice begins a mandatory forty-five (45) day period in which owners may protest CRID renewal.
June 6, 2023	INTRODUCTION/FIRST READING OF ORDINANCE (Completed) Allow public testimony on the renewal of the CRID and levy of assessments. No City Council action required. At the public meeting, the City Council shall introduce and conduct the first reading of the ordinance renewing the CRID and levying the assessment.
July 11, 2023	FINAL PUBLIC HEARING AND SECOND READING/ADOPTION OF THE ORDINANCE If written protests are received from the owners of restaurant businesses in the proposed renewed CRID which will pay more than fifty percent (50%) of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than fifty percent (50%), no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of one (1) year from the date of the finding of a majority protest by the City Council. If the City Council, following the public hearing, decides to renew the proposed CRID, the City Council shall adopt a resolution of formation (Attachment 2). Following a successful public hearing and first reading of the ordinance, the City Council shall convene to hold a second reading of the ordinance renewing the CRID and levying the assessment. Upon successful passage of the ordinance, the CRID shall be renewed, and the ordinance (Attachment 3) shall go into effect thirty (30) days after successful passage of the ordinance.

ALTERNATIVES

The Council could choose not to adopt the Resolution Declaring Results of Majority Protest Proceedings and Renewing the CRID and the Ordinance to Renew the CRID. Staff does not recommend this option.

FISCAL IMPACT:

None immediately. The City will retain a fee of two percent (2%) of the amount collected to cover its costs of administration. Because the district programs are intended to increase commerce in the City, there may be an increase in sales tax collections.

PRIOR CITY COUNCIL ACTION:

On May 2, 2023, Council adopted Resolution 2023-050, the Resolution of Intention to renew the CRID and initiate proceedings.

On June 6, 2023, during a public hearing, Council introduced Ordinance 2023-005.

ATTACHMENTS:

Attachment 1) CRID Management Plan

Attachment 2) Resolution 2023-075

Attachment 3) Draft Ordinance 2023-005

2024-2033



CARMEL RESTAURANT IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

*Prepared pursuant to the Property and Business Improvement District Law of
1994, Streets and Highways Code section 36600 et seq.*

July 11, 2023

Deleted: April 10

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Prepared by
Civitas



I. OVERVIEW

Developed by Visit Carmel (VC) and Carmel restaurant businesses, the Carmel Restaurant Improvement District (CRID) is an assessment district proposed to continue to provide specific benefits to payors, by funding marketing and sales promotion efforts for assessed businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of increased restaurant food and drink sales and market assessed businesses in the CRID. The CRID was initially formed on January 1, 2019 for a five (5) year term. VC and Carmel restaurant businesses now wish to renew the CRID for a nine (9) year and six (6) months term.

Location: The CRID includes all full service restaurant businesses, existing and in the future, located within the City boundaries of the City of Carmel-by-the-Sea, as shown on the map in Section III.

Services: The CRID is designed to provide specific benefits directly to payors by increasing restaurant food and drink sales and revenue therefrom. Sales and marketing services will be provided to increase restaurant food and drink sales and market assessed businesses in the CRID.

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Budget: The total CRID annual assessment budget for each full fiscal year (July 1 – June 30) of operations is anticipated to be approximately \$240,000. The initial “year” of operations will be a partial year consisting of six (6) months, with an anticipated assessment budget of \$96,000. A similar assessment budget is expected to apply to subsequent years, but this budget is expected to fluctuate as restaurant food and drink sales do, as businesses open and close, and if the assessment rate increases or decreases, as detailed in Section IV.

Cost: The annual assessment rate is one quarter of one percent (0.25%) of gross food and drink sales revenue. During the CRID’s term, the assessment rate may be increased by the CRID Management Committee to a maximum rate of one percent (1%) of gross food and drink sales revenue for assessed businesses. The maximum increase or decrease in any year shall be one quarter of one percent (0.25%). If the assessment rate is increased, it may subsequently be decreased but shall not be decreased below a minimum of one quarter of one percent (0.25%) of gross food and drink sales revenue.

Collection: The City will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each assessed business located in the boundaries of the CRID. The City shall take all reasonable efforts to collect the assessments from each assessed business.

Duration: The CRID will have a nine (9) year and six (6) month life, beginning January 1, 2024 or as soon as possible thereafter, and ending on June 30, 2033. After nine (9) years and six (6) months, the CRID may be renewed pursuant to the 94 Law if business owners support continuing the CRID programs. Once per year, beginning on the anniversary of CRID renewal, there is a thirty (30) day period in which owners paying fifty percent (50%) or more of the assessment may protest and initiate a City Council hearing on CRID termination.

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Deleted: April 10

Management: Visit Carmel shall continue to serve as the CRID's Owners' Association. Visit Carmel Board has formed a CRID Management Committee, which is comprised of a minimum of three (3) business owners, or their representatives, paying the CRID assessment which will be responsible for implementing this Plan. The CRID Management Committee shall be responsible for managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council.

DRAFT

II. BACKGROUND

Business Improvement Districts (BIDs) utilize the efficiencies of private sector operation in the market-based promotion of business districts. BIDs allow business owners to organize their efforts to increase sales and promotional efforts. Business owners within the district fund a BID, and those funds are used to provide services that the businesses desire and benefit the businesses within the district.

Business Improvement District services may include, but are not limited to:

- Marketing of the District
- Business Promotion Activities
- Infrastructure Improvements

In California, BIDs are formed pursuant to the Property and Business Improvement District Law of 1994 (PBID Law). This law allows for the creation of special benefit assessment districts to raise funds within a specific geographic area. The key difference between BIDs and other special benefit assessment districts is that funds raised are managed by the private non-profit corporation governing the district.

There are many benefits to Business Improvement Districts:

- Funds cannot be diverted for other government programs;
- Services are customized to fit the needs of each district;
- They allow for a wide range of services, including those listed above;
- Business Improvement Districts are designed, created and governed by those who will pay the assessment; and
- They provide a stable funding source for business promotion.

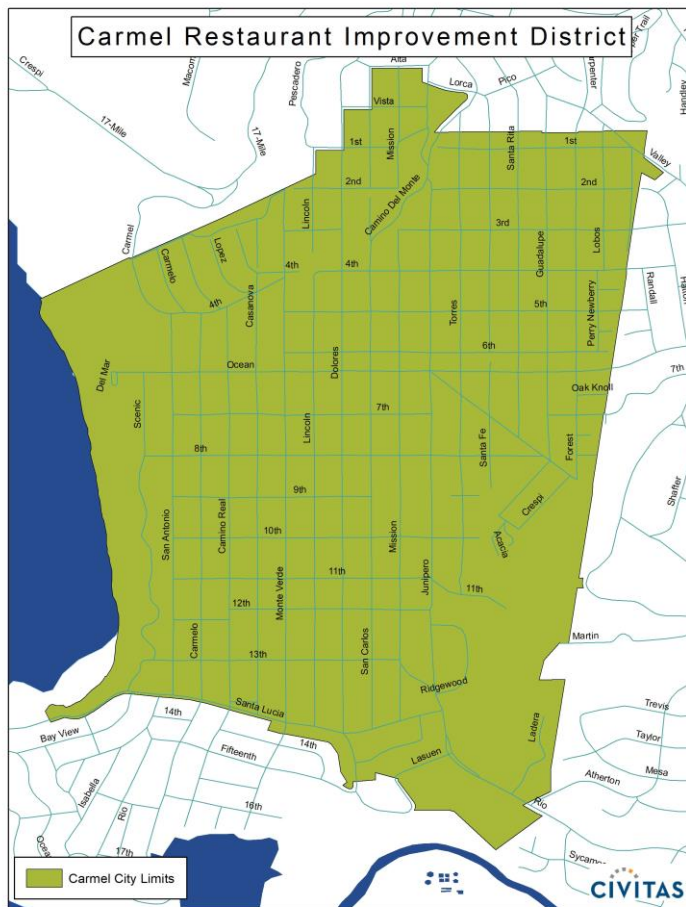
The PBID Law is provided in Appendix 1 of this document.

III. BOUNDARY

The CRID will include all full service restaurant businesses, existing and in the future, within the City boundaries of the City of Carmel-by-the-Sea, as shown in the map below.

As used herein, full service restaurant business means: a restaurant business providing a full line of prepared food and drinks using non-disposable plates, glasses, and utensils for immediate consumption on the site. Full line restaurant businesses provide table service to patrons who pay after eating. Full service restaurant businesses may provide takeout service. As used herein, restaurant business does not include coffee shops, bakeries, candy shops, or any business that sells food and/or drinks incidentally to its main business purpose.

A complete listing of assessed businesses within the CRID can be found in Appendix 2.

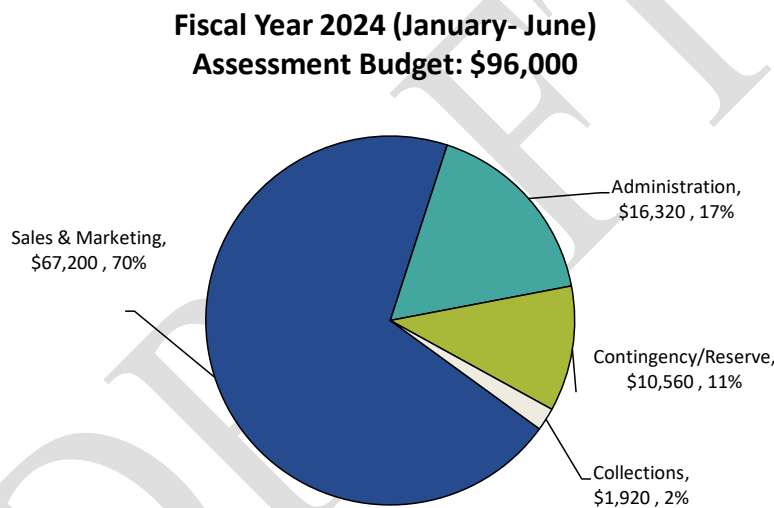


IV. ASSESSMENT BUDGET AND SERVICES

A. Annual Service Plan

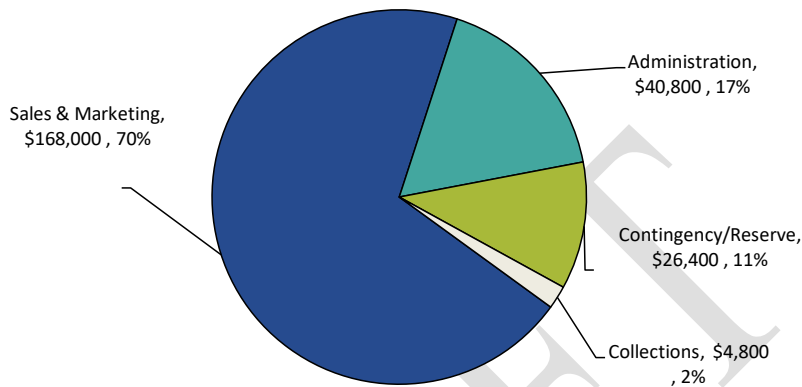
Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the City of conferring the benefits or granting the privileges. The privileges and services provided with the CRID funds are activities and improvements designed to increase restaurant food and drink sales and revenue therefrom.

A service plan assessment budget has been developed to deliver services that benefit the assessed businesses. A detailed annual assessment budget will be developed and approved by the Owners' Association. The table below illustrates the annual assessment budget for fiscal year January 1, 2024-June 30, 2024, which covers the initial six (6) month period of the CRID.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. The table below illustrates the annual assessment budget for fiscal year two (July 1, 2024- June 30, 2025). However, the VC board shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the CRID, any and all assessment funds may be used for the costs of defending the CRID.

Fiscal Year 2024/2025 (July- June)
Assessment Budget: \$240,000



Each budget category includes all costs related to providing that service. For example, the sales and marketing budget includes the cost of staff time dedicated to overseeing and implementing the sales and marketing program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories. The staffing levels necessary to provide the services below will be determined by the VC on an as-needed basis.

Sales and Marketing

A sales and marketing program will promote assessed restaurant businesses. The sales and marketing program will have a central theme of promoting Carmel as a desirable place for culinary experiences. The program will have the goal of increasing customers and sales at assessed businesses and may include the following activities:

- Internet marketing efforts, including the use of digital ad programs and social media, to increase awareness and optimize internet presence to drive customers and sales to assessed businesses;
- Print and digital ads in magazines and newspapers, television/video ads, and radio/podcast ads targeted at potential visitors to drive customers and sales to assessed businesses;
- Public relations campaigns to increase awareness and brand image using earned media coverage;
- Direct to consumer e-mail and mail campaigns;
- Attendance at media events and/or trade shows to promote assessed businesses;
- Preparation and production of collateral promotional materials such as brochures, flyers and maps featuring assessed businesses;
- Attendance at professional industry conferences and affiliation events to promote assessed businesses;

- Creation of or participation in promotional culinary or dining events;
- Lead generation activities designed to attract customers to assessed businesses;
- Development and maintenance of a website designed to promote assessed businesses; and
- Creative asset and content creation including photo and video production.

Administration

The administration portion of the budget shall be utilized for administrative staffing costs, office costs, advocacy and other general administrative costs such as insurance, legal, and accounting fees.

Contingency/Reserve

The budget includes a contingency line item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program, administration or renewal costs at the discretion of the CRID Management Committee. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the CRID Management Committee. The reserve fund may be used for the costs of renewing the CRID.

Collections

The City shall retain a fee equal to two percent (2%) of the amount of assessment collected to cover its costs of collection and administration.

B. Annual Budget

The total CRID annual assessment budget for each full fiscal year (July 1 – June 30) of operations is anticipated to be approximately \$240,000. The initial “year” of operations will be a partial year consisting of six (6) months, with an anticipated assessment budget of \$96,000. A similar assessment budget is expected to apply to subsequent years, but this budget is expected to fluctuate as restaurant food and drink sales do, as businesses open and close, and if the assessment rate is increased or decreased pursuant to Section IV.

The annual assessment rate is one quarter of one percent (0.25%) of gross food and drink sales revenue. During the CRID’s term, the assessment rate may be increased by the CRID Management Committee to a maximum rate of one percent (1%) of gross food and drink sales revenue for assessed businesses. The maximum increase or decrease in any year shall be one quarter of one percent (0.25%). The table below demonstrates the estimated maximum budget if the assessment rate is increased at the earliest opportunity each year, as it is a required disclosure, it is not the anticipated course of action. Alternate courses of action may be taken in regard to implementing the assessment rate increase other than what is demonstrated in the chart below, within the parameters of this Management District Plan.

Estimated Annual Budget if Maximum Assessment Rates are Adopted

Year	Sales & Marketing	Admin	Contingency/ Reserve	Collection	Total
Jan -Jun 2024	\$67,200	\$16,320	\$10,560	\$1,920	\$96,000
2024/2025	\$168,000	\$40,800	\$26,400	\$4,800	\$240,000
2025/2026	\$252,000	\$61,200	\$39,600	\$7,200	\$360,000
2026/2027	\$336,000	\$81,600	\$52,800	\$9,600	\$480,000
2027/2028	\$336,000	\$81,600	\$52,800	\$9,600	\$480,000
2028/2029	\$336,000	\$81,600	\$52,800	\$9,600	\$480,000
2029/2030	\$336,000	\$81,600	\$52,800	\$9,600	\$480,000

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2030/2031	\$336,000	\$81,600	\$52,800	\$9,600	\$480,000
2031/2032	\$336,000	\$81,600	\$52,800	\$9,600	\$480,000
2032/2033	\$336,000	\$81,600	\$52,800	\$9,600	\$480,000
Total	\$2,839,200	\$689,520	\$446,160	\$81,120	\$4,056,000

The table below demonstrates the annual improvement and service plan budget with the assumption that the rates will not be increased during the CRID's term.

Estimated Annual Budget if Maximum Assessment Rates Are Not Adopted

Year	Sales & Marketing	Admin	Contingency/ Reserve	Collection	Total
Jan - Jun 2024	\$72,000	\$16,320	\$10,560	\$1,920	\$96,000
2024/2025	\$180,000	\$40,800	\$26,400	\$4,800	\$240,000
2025/2026	\$180,000	\$40,800	\$26,400	\$4,800	\$240,000
2026/2027	\$180,000	\$40,800	\$26,400	\$4,800	\$240,000
2027/2028	\$180,000	\$40,800	\$26,400	\$4,800	\$240,000
2028/2029	\$180,000	\$40,800	\$26,400	\$4,800	\$240,000
2029/2030	\$180,000	\$40,800	\$26,400	\$4,800	\$240,000
2030/2031	\$180,000	\$40,800	\$26,400	\$4,800	\$240,000
2031/2032	\$180,000	\$40,800	\$26,400	\$4,800	\$240,000
2032/2033	\$180,000	\$40,800	\$26,400	\$4,800	\$240,000
Total	\$1,692,000	\$383,520	\$248,160	\$45,120	\$2,256,000

C. California Constitutional Compliance

The CRID assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term 'assessments' to levies on real property.¹ Rather, the CRID assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the CRID, a "specific benefit" and a "specific government service." Both require that the costs of benefits or services do not exceed the reasonable costs to the City of conferring the benefits or providing the services.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, "a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege."² The services in this Plan are designed to provide targeted benefits directly to assessed businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the CRID. The activities described in this Plan are specifically targeted to increase gross food and drink sales revenue for assessed businesses within the boundaries of the CRID, and are narrowly tailored. CRID funds will be used exclusively to provide the specific benefit of increased demand for food and drink sales directly to the assessees. Assessment funds shall not be used to feature non-assessed businesses in CRID programs, or to directly generate sales for non-assessed businesses. The activities paid for from assessment

¹ *Jarvis v. the City of San Diego* 72 Cal App. 4th 230

² Cal. Const. art XIII C § 1(e)(1)

revenues are business services constituting and providing specific benefits to the assessed businesses. Nothing in this Plan limits the ability of the Owners' Association to enter into private contracts with non-assessed businesses for the provision of services to those businesses.

The assessment imposed by this CRID is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in gross food and drink sales revenue. The specific benefit of an increase in gross food and drink sales revenue for assessed businesses will be provided only to businesses paying the district assessment, with marketing and sales programs promoting businesses paying the CRID assessment. The marketing and sales programs will be designed to increase gross food and drink sales revenue at each assessed business. Because they are necessary to provide the marketing and sales programs that specifically benefit the assessed businesses, the administration and contingency and collections services also provide the specific benefit of increased gross food and drink sales revenue to the assessed businesses.

Although the CRID, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, "A specific benefit is not excluded from classification as a 'specific benefit' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor."³

2. Specific Government Service

The assessment may also be utilized to provide, "a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product."⁴ The legislature has recognized that marketing and promotions services like those to be provided by the CRID are government services within the meaning of Proposition 26⁵. Further, the legislature has determined that "a specific government service is not excluded from classification as a 'specific government service' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor."⁶

3. Reasonable Cost

CRID activities and improvements will be implemented carefully to ensure they do not exceed the reasonable cost to the City of such activities and improvements. The full amount assessed will be used to provide the activities and improvements described herein. Funds will be managed by the CRID Management Committee, and reports submitted on an annual basis to the City. Only assessed restaurant businesses will directly benefit from other CRID-funded services. Non-assessed restaurant businesses will not directly receive these, nor any other, CRID-funded services and benefits.

The CRID-funded programs are all targeted directly at and feature only assessed businesses. It is, however, possible that there will be a spill over benefit to non-assessed businesses. If non-assessed restaurant businesses receive incremental gross food and drink revenue, that portion of the promotion or program generating that gross food and drink revenue shall be paid with non-CRID funds. CRID funds shall only be spent to benefit the assessed businesses, and shall not be spent on that portion of any program which directly generates incidental gross food and drink sales for non-assessed businesses.

³ Government Code § 53758(a)

⁴ Cal. Const. art XIII C § 1(e)(2)

⁵ Government Code § 53758(b)

⁶ Government Code § 53758(b)

D. Assessment

The annual assessment rate is one quarter of one percent (0.25%) of gross food and drink sales revenue. During the CRID's term, the assessment rate may be increased by the CRID Management Committee to a maximum rate of one percent (1%) of gross food and drink sales revenue for assessed businesses. The maximum increase or decrease in any year shall be one quarter of one percent (0.25%). If the assessment rate is increased, it may subsequently be decreased but shall not be decreased below a minimum of one quarter of one percent (0.25%) of gross food and drink sales revenue.

The assessment was calculated based on the total cost of the activities to be provided for the benefit of the businesses within the CRID with costs allocated based on the proportional benefit conferred to each business. Activities funded by the CRID are specifically targeted to increase food and drink sales revenue at assessed businesses. All food and drink sales do not represent the same benefit to the payors. For example, higher priced food and drink is of greater benefit than lower priced food and drink because the assessee derives greater revenue. To account for this benefit differential and to make sure the benefits are proportional, an assessment formula based on a percentage of revenue has been selected. The proposed formula accurately reflects greater benefit to assessed businesses with higher priced food and drink.

The term "gross food and drink sales revenue" as used herein means: the consideration charged whether or not received, for prepared food and drink items to be consumed on or off the businesses' premises valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits, and property and services of any kind or nature, without any deduction therefrom whatsoever.

Gross food and drink sales revenue shall not include, for purposes of the assessment: facility rental fees, off-site catered or ticketed events, nor revenue generated from retail products, such as branded promotional items (coffee mugs, t-shirts, hats, etc.), and similar items.

The assessment is levied upon and is a direct obligation of the assessed business. However, the restaurant business may, at its discretion, pass the assessment on to customers. The amount of assessment, if passed on to each customer, shall be disclosed in advance and separately stated from the amount of consideration charged and any other applicable taxes, and each customer shall receive a receipt for payment from the business. The assessment is imposed solely upon and is the sole obligation of the assessed restaurant business even if it is passed on to customers. The California Department of Tax and Fee Administration (CDTFA) issued a written opinion that state sales tax applies to the revenue generated from Business Improvement District (BID) assessments on items where state sales tax is levied. In light of CDTFA's opinion, businesses that pay both state sales tax and CRID assessments on sales are advised to collect sales tax on the assessment revenue.

Bonds shall not be issued.

E. Penalties and Interest

The City shall be responsible for collection of delinquent assessments. The City of Carmel-by-the-Sea shall retain any penalties or interest collected with unpaid assessments as its fee for collecting the delinquent assessments. Assessed businesses which are delinquent in paying the assessment shall be responsible for paying:

1. *Original Delinquency*: Any assessed business which fails to remit payment of assessments within fourteen (14) days of the due date shall pay a penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment.

2. *Continued Delinquency:* If an assessed business fails to remit any delinquent remittance within sixty (60) days, the City may file a complaint against the assessed business. If the City determines that an assessed business is delinquent, the assessed business can be sent directly to collections without further review and the assessed business will be responsible for all late fees, interest, and collection fees.
3. *Fraud:* If it is determined that the nonpayment of any remittance due is due to fraud, a penalty of twenty-five percent (25%) of the amount of the assessment shall be added thereto in addition to the penalties stated above.
4. *Interest:* In addition to penalties imposed, any assessed business which fails to remit any assessment shall pay simple interest at the rate of six percent (6%) per year or fraction thereof on the amount of the assessment, exclusive of penalties, from the date on which the assessment first became delinquent until paid.
5. *Penalties Merged With Assessment:* Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the assessment required to be paid.

F. Time and Manner for Collecting Assessments

Visit Carmel shall be responsible for educating new and existing businesses in the CRID of its renewal. The City shall notify Visit Carmel when a business closes, opens or changes ownership within the CRID. The CRID assessment will be implemented beginning January 1, 2024 and will continue for nine (9) years and six (6) months through June 30, 2033. The City will be responsible for collecting the gross food and drink sales revenue assessment on a quarterly basis (including any delinquencies, penalties and interest) from each assessed business. The City shall take all reasonable efforts to collect the assessments from each assessed business. The City shall forward the assessments collected to Visit Carmel within thirty (30) days from collection.

Deleted: years

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V. GOVERNANCE

A. Owners' Association

The City Council, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the CRID as defined in Streets and Highways Code §36612. The City Council has determined that the Visit Carmel will continue to serve as the Owners' Association for the CRID. The CRID Management Committee, comprised of a minimum of three (3) business owners, or their representatives, paying the CRID assessment, will continue to be responsible for implementing this Plan. Visit Carmel shall continue to be responsible for managing funds and implementing programs in accordance with this Plan and by direction of the CRID Management Committee, and must provide annual reports to the City Council.

B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the Board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act.

C. Annual Report

The VC shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

APPENDIX 1 – LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2023 SUPPLEMENT ***
(ALL 2022 LEGISLATION)

STREETS AND HIGHWAYS CODE DIVISION 18. PARKING PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

- (a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.
- (b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.
- (c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.
- (d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.
- (e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:
 - (1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.
 - (2) Job creation.
 - (3) Business attraction.
 - (4) Business retention.
 - (5) Economic growth.
 - (6) New investments.
- (f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.
- (g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.
- (h) The act amending this section is intended to provide the Legislature’s guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.
 - (1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.
 - (2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed.

Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. “Activities”

“Activities” means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. “Assessment”

“Assessment” means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. “Business”

“Business” means all types of businesses and includes financial institutions and professions.

36608. “City”

“City” means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. “City council”

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. “Clerk”

“Clerk” means the clerk of the legislative body.

36609.5. “General benefit”

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

36610. “Improvement”

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the district.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

36611. “Management district plan”; “Plan”

“Management district plan” or “plan” means a proposal as defined in Section 36622.

36612. “Owners’ association”

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners’ association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.

36614. “Property”

“Property” means real property situated within a district.

36614.5. “Property and business improvement district”; “District”

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

36614.6. “Property-based assessment”

“Property-based assessment” means any assessment made pursuant to this part upon real property.

36614.7. “Property-based district”

“Property-based district” means any district in which a city levies a property-based assessment.

36615. “Property owner”; “Business owner”; “Owner”

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. “Special benefit”

(a) “Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

(b) “Special benefit” also includes, for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefits does not make the benefits general.

36616. “Tenant”

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law**36617. Alternate method of financing certain improvements and activities; Effect on other provisions**

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment**36620. Establishment of property and business improvement district**

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

- (a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.
- (b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:
 - (1) A map showing the boundaries of the district.
 - (2) Information specifying where the complete management district plan can be obtained.
 - (3) Information specifying that the complete management district plan shall be furnished upon request.
- (c) The resolution of intention described in subdivision (a) shall contain all of the following:
 - (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
 - (2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

- (a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.
- (b) The name of the proposed district.
- (c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.
- (d) The improvements, maintenance, and activities proposed for each year of operation of the district and the estimated cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a

statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against their property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k)

(1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(3) In a property-based district, properties throughout the district may share the same special benefits. In a district with boundaries that define which parcels are to receive improvements, maintenance, or activities over and above those services provided by the city, the improvements, maintenance, or activities themselves may constitute a special benefit. The city may impose assessments that are less than the proportional special benefit conferred, but shall not impose assessments that exceed the reasonable costs of the proportional special benefit conferred. Because one or more parcels pay less than the special benefit conferred does not necessarily mean that other parcels are assessed more than the reasonable cost of their special benefit.

(l) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(m) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the

public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

- (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.
- (2) The number, date of adoption, and title of the resolution of intention.
- (3) The time and place where the public hearing was held concerning the establishment of the district.
- (4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.
- (5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.
- (6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.

(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

- (1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.
- (2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

- (1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
- (2) The improvements, maintenance, and activities to be provided for that fiscal year.
- (3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.
- (4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
- (5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- (6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

- (a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
- (b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
- (c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment**36670. Circumstances permitting disestablishment of district; Procedure**

- (a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
- (1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
 - (2) During the operation of the district, there shall be a 30-day period each year in which assesses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.
- (b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

- (a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
- (b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – ASSESSED BUSINESSES

Akaoni
 Alvarado Street Brewery
 Anton & Michel Restaurant
 Aubergine
 AW Shucks
 Basil
 Barmel
 Brophy's Tavern
 Bud's at La Playa
 Cantinetta Luca
 Carmel Belle
 Carmel Burger Bar
 Carmel's Hidden Gem
 Café Luna
 Carmel's Bistro Giovanni
 Casanova Restaurant
 Catch
 Chez Noir
 Cottage Restaurant
 Cultura Comida Y Bebida
 Dametra Cafe
 Edwin's Carmel
 Enzo Ristorante Italiano
 Flaherty's Seafood Grill & Oyster Bar
 Flying Fish Grill
 Foray
 Forge in the Forest
 Grasings Coastal Cuisine
 Grill on Ocean Ave
 Hogs Breath Inn
 Il Fornaio
 Il Tegamino
 Katy's Place
 L Escargot
 La Balena
 La Bicyclette
 Le Souffle
 Little Napoli & Bar Napoli
 Little Swiss Cafe
 Links Club
 Mission Bistro
 Mulligan Public House
 Nicolás Cocina de Herencia

Pangaea Grill
 Patisserie Boissiere
 Portabella
 Promesa
 Rise + Roam
 Seventh and Dolores
 Stationaery
 Sushi Heaven
 Terrys Lounge
 The Pocket
 Tommys Wok
 Toro Sushi
 Tree House Cafe
 Tuck Box
 Vesuvio & Star Bar
 Village Corner
 Yafa

**List as of March 2023*

Deleted: Little Swiss Cafe

Deleted: Links Club

Deleted: Mission Bistro

Deleted: Mulligan Public House

Deleted: Nicolás Cocina de Herencia

Deleted: April 10

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

RESOLUTION NO. 2023-075

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
DECLARING RESULTS OF MAJORITY PROTEST PROCEEDINGS AND RENEWING THE
CARMEL RESTAURANT DISTRICT (CRID)**

WHEREAS, the City of Carmel-by-the-Sea (City) created the CRID in 2018 by Resolution No. 2018 – 107 for a five (5) year term which ends on December 31, 2023; and

WHEREAS, the Property and Business Improvement District Law of 1994 (Streets and Highways Code §36600 et. seq.) authorizes the City to renew business improvement districts upon petition by a weighted majority of the business owners located within the boundaries of the district; and

WHEREAS, restaurant business owners who will pay more than fifty percent (50%) of the proposed assessment, as weighted according to the amount of the assessment to be paid by the petitioner, within the boundaries of the CRID have petitioned the City Council to renew the CRID; and

WHEREAS, included with the petitions was a Management District Plan (Plan) summary that describes the proposed assessment to be levied on certain restaurant businesses within the CRID to pay for sales and marketing programs, and other improvements and activities set forth in the Plan; and

WHEREAS, the assessed restaurant businesses within the CRID will receive a specific benefit from the activities and improvements set forth in the Plan; and

WHEREAS, on May 2, 2023 at 4:30 PM at Council Chambers located at City Hall, east side of Monte Verde Street between Ocean and Seventh Avenues, Carmel-by-the-Sea. CA 93923, the City Council adopted a Resolution of Intention, Resolution No. 2023-050; and

WHEREAS, the public meeting and public hearing to consider the renewal of the CRID have been properly noticed in accordance with Streets and Highways Code §36623; and

WHEREAS, on June 6, 2023 at 4:30 PM at Council Chambers located at City Hall, east side of Monte Verde Street between Ocean and Seventh Avenues, Carmel-by-the-Sea. CA 93923, the City Council held a public meeting regarding the renewal of the CRID, held the first reading of the Ordinance to renew the CRID and continue the levy of assessments, and the City Council heard and received objections and protests, if any, to the renewal of the CRID and the levy of the proposed assessment; and

WHEREAS, on July 11, 2023 at 4:30 PM at Council Chambers located at City Hall, east side of Monte Verde Street between Ocean and Seventh Avenues, Carmel-by-the-Sea. CA 93923, the City Council held a public hearing regarding the renewal of the CRID, and the City Council heard and received all objections and protests, if any, to the renewal of the CRID and the levy of the proposed assessment; and

WHEREAS, on July 11, 2023, following the receipt of all objections and protests and the adoption of this Resolution of Formation, a second reading of the Ordinance to renew the CRID and levy the assessments will be heard. At the conclusion of the second reading of the Ordinance, the City Council may adopt the Ordinance to renew the CRID and levy the assessments; and

WHEREAS, the City Clerk has determined that there was no majority protest. A majority protest is defined as written protests received from owners of businesses in the renewed CRID which would pay fifty percent (50%) or more of the assessments proposed to be levied. Protests are weighted based on the assessment proposed to be levied on each restaurant business; and

WHEREAS, adoption of this Resolution does not diminish the legal effect of the adoption of the Ordinance to be adopted at the final hearing; and

WHEREAS, the City bears the burden of proving by a preponderance of the evidence that an assessment imposed for a specific benefit or specific government service is not a tax, that the amount is no more than necessary to cover the costs to the City in providing the specific benefit or specific government service, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the specific benefits or specific government services received by the payor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT:

1. The recitals set forth herein are adopted by the City Council as findings and they are true and correct.
2. The CRID is hereby renewed for a nine (9) year and six (6) month life year term, beginning January 1, 2024 or as soon as possible thereafter, and ending on June 30, 2033.
3. The Plan dated July 11, 2023 is hereby adopted and approved.
4. The activities to be provided to benefit assessed restaurant businesses in the CRID will be funded by the levy of the assessment. The revenue from the assessment levy shall not be used: to provide activities that directly benefit businesses outside the CRID; to provide activities or improvements outside the CRID; or for any purpose other than the purposes specified in this Resolution, the Resolution of Intention, the Ordinance, and the Plan. Notwithstanding the foregoing, improvements and activities that must be provided outside the CRID boundaries to create a specific benefit to the assessed restaurant businesses may be provided, but shall be limited to marketing or signage pointing to the CRID.
5. The City Council finds as follows:
 - a) The activities funded by the assessment will provide a specific benefit to assessed restaurant businesses within the CRID that is not provided to those not paying the assessment.
 - b) The assessment is a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.

c) The assessment is a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.

d) Assessments imposed pursuant to the CRID are levied solely upon the assessed restaurant business, and the assessed restaurant business owner is solely responsible for payment of the assessment when due. If the owner chooses to collect any portion of the assessment from a transient, that portion shall be specifically called out and identified for the transient in any and all communications from the restaurant business owner as specified in the Plan.

6. The assessments levied for the CRID shall be applied towards sales and marketing programs to increase restaurant food and drink sales and market assessed restaurant businesses in the CRID.

7. Assessments levied on restaurant businesses pursuant to this resolution shall be levied on the basis of benefit. Because the services provided are intended to increase gross food and drink sales revenue, an assessment based on gross food and drink sales revenue is the best measure of benefit.

8. The assessments for the entire CRID will total approximately \$240,000 in the first full fiscal year. The initial "year" of operations will be a partial year consisting of six (6) months, with an anticipated assessment budget of \$96,000.

9. Bonds shall not be issued to fund the CRID.

10. The CRID shall include all full service restaurant businesses, existing and in the future, located within the City boundaries of the City of Carmel-by-the-Sea. A boundary map is attached hereto and incorporated herein by reference.

11. The assessments shall be used for the purposes set forth above and any funds remaining at the end of any year may be used in subsequent years in which the CRID assessment is levied as long as they are used consistent with the requirements set forth herein.

12. The assessments to fund the activities and improvements for the CRID will be collected by the City on a quarterly basis, and in accordance with Streets and Highways Code §36631.

13. The City Council, through adoption of this Resolution and the Plan, has the right pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the CRID as defined in Streets and Highways Code §36612. The City Council has determined that Visit Carmel shall continue to be the CRID Owners' Association.

14. Visit Carmel, pursuant to Streets and Highways Code §36650, shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvement and activities described in the report. The first report shall be due after the first year of operation of the CRID.

15. The CRID renewed pursuant to this resolution will be subject to any amendments to the Property and Business Improvement District Law of 1994 (California Streets and Highways Code §36600 et. seq.).

16. The City Clerk, or his or her designee, is directed to take all necessary actions to complete the renewal of the CRID and to levy the assessments.

17. This Resolution shall take effect immediately upon its adoption by the City Council.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
this 11th day of July 2023, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

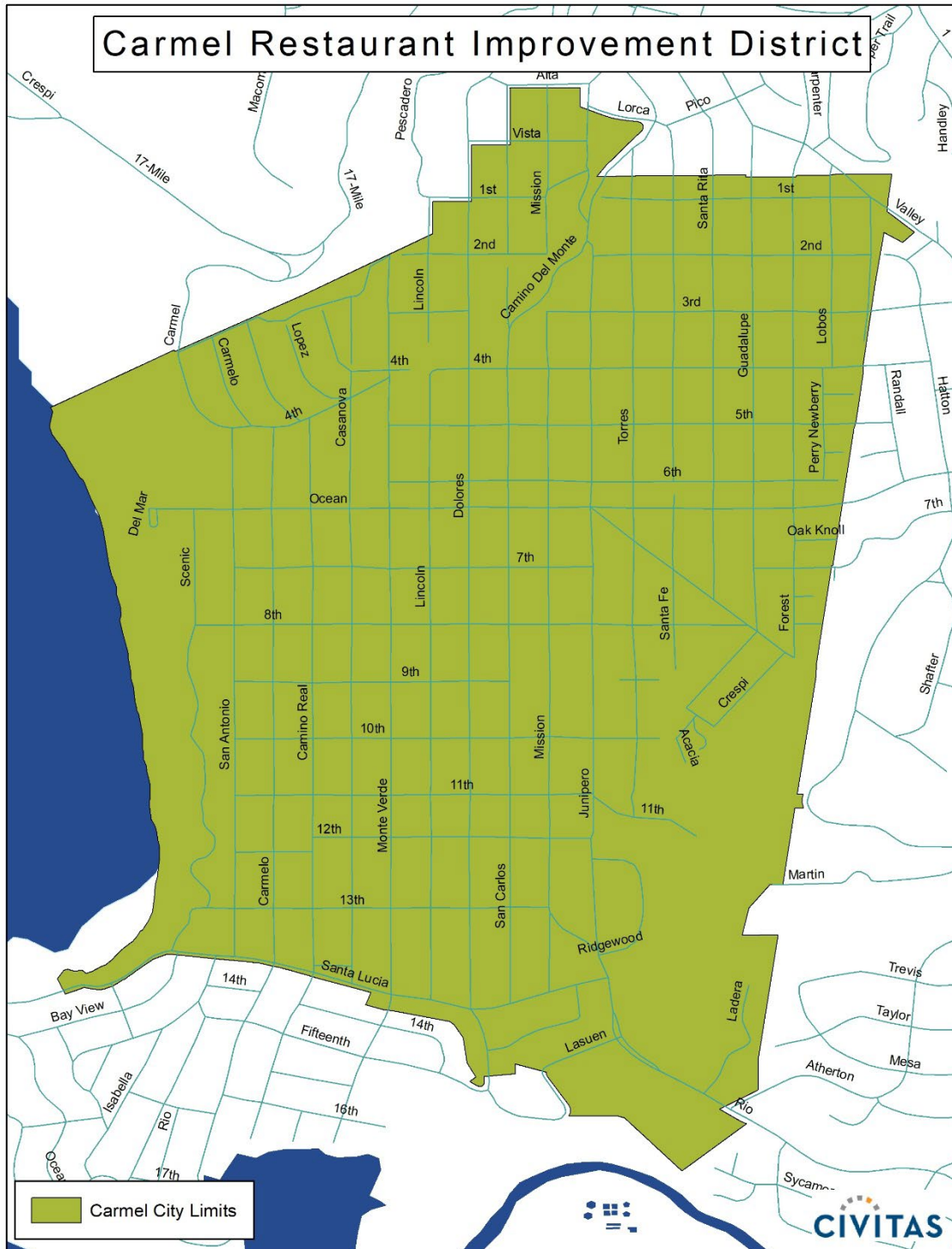
APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

Boundary Map



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

ORDINANCE NO. 2023-005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA RENEWING THE CARMEL RESTAURANT IMPROVEMENT DISTRICT (CRID) FOR A TERM OF NINE (9) YEARS AND SIX (6) MONTHS, BEGINNING JANUARY 1, 2024 OR AS SOON AS POSSIBLE THEREAFTER, AND ENDING ON JUNE 30, 2033

WHEREAS, the City of Carmel-by-the-Sea created the Carmel Restaurant Improvement District (CRID) for a five (5) year term by Resolution No. 2018-107; and

WHEREAS, the initial five (5) year term of the CRID ends on December 31, 2023; and

WHEREAS, full service restaurant businesses who will pay more than fifty percent (50%) of the proposed assessment have petitioned the Council to renew the CRID; and

WHEREAS, included with the petitions was a Management District Plan (Plan) summary that describes the proposed assessment to be levied on full service restaurant businesses to pay for sales and marketing services, and other improvements and activities set forth in the Plan; and

WHEREAS, the assessed full service restaurant businesses within the CRID will receive a specific benefit from the activities and improvements set forth in the Plan; and

WHEREAS, on May 2, 2023, at 4:30 PM at the Council Chambers located at City Hall, east side of Monte Verde Street between Ocean and Seventh Avenues, the Council adopted a Resolution of Intention, Resolution No. 2023-050; and

WHEREAS, the public meeting and public hearing to consider the renewal of the CRID have been properly noticed in accordance with Streets and Highways Code §36623; and

WHEREAS, on June 6, 2023 at 4:30 PM at the at the Council Chambers located at City Hall, east side of Monte Verde Street between Ocean and Seventh Avenues, the Council will hold a public meeting regarding the renewal of the CRID, and subsequently held the first reading of this Ordinance to renew the CRID and continue the levy of assessments, and the Council will hear and receive objections and protests, if any, to the renewal of the CRID and the levy of the proposed assessment; and

WHEREAS, it is scheduled that on July 11, 2023 at 4:30 PM at the Council Chambers located at City Hall, east side of Monte Verde Street between Ocean and Seventh Avenues, the Council will hold a public hearing to renew the CRID and continue the levy of assessments, and the Council will hear and receive all objections and protests, if any, to the renewal of the CRID and the levy of the proposed assessment; and

WHEREAS, it is scheduled that on July 11, 2023, following the receipt of all objections and protests and the adoption of the Resolution of Formation, Resolution No. 2023-050 a second reading of this Ordinance to renew the CRID and to continue the levy of assessments will be heard. At the conclusion of the second reading of the Ordinance, the Council may adopt the Ordinance, renewing the CRID and levying the assessment; and

WHEREAS, it is scheduled that the City Clerk will confirm by July 11, 2023, that there was no majority protest. A majority protest is defined as written protests received from owners of full service restaurant businesses in the renewed CRID which would pay fifty percent (50%) or more of the assessments proposed to be levied. Protests are weighted based on the assessment proposed

to be levied on each assessed full service restaurant business; and

WHEREAS, pursuant to the Taxpayer Protection and Government Accountability Act (TPGAA), an initiative certified eligible for qualification for the November 5, 2024, general election ballot, the proposed assessment is an exempt charge as the CRID is a restaurant improvement district formed under the provisions of the Property and Business Improvement District Law of 1994, as set forth in the Streets and Highways Code §36600, et seq.; and

WHEREAS, the amount of the proposed assessment for the entire CRID in each full fiscal year (July 1 – June 30) will total approximately \$240,000. The initial “year” of operations will be a partial year consisting of six (6) months, with an anticipated assessment budget of \$96,000. Pursuant to the TPGAA, the City has found the proposed assessment amount is reasonable given the scope of services to be provided and shall not exceed the actual cost of providing the CRID services to the payors; and

WHEREAS, adoption of this Ordinance does not diminish the legal effect of the adoption of the Resolution of Formation.

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

Section 1. Findings. The City Council of the City of Carmel-by-the-Sea does hereby find that the above referenced recitals are true and correct and material to the adoption of this Ordinance; and

Section 2. Codification. This Ordinance shall not be codified in the Carmel-by-the-Sea Municipal Code.

Section 3. Enacted. **All provisions of the Carmel Restaurant Improvement District (“CRID”) are made effective through this Ordinance as follows:**

3.1 Renewed. The City hereby renews the CRID for a nine (9) year and six (6) months life, beginning January 1, 2024 or as soon as possible thereafter, and ending on June 30, 2033, under the provisions of the Property and Business Improvement District Law of 1994, as set forth in the Streets and Highways Code of the state, Section 36600 et seq.

3.2 Management District Plan. The Management District Plan (Plan) dated July 11, 2023 is hereby adopted and approved.

3.3 Activities and Improvements. The activities to be provided to benefit full service restaurant businesses in the CRID will be funded by the levy of the assessment. The revenue from the assessment levy shall not be used: to provide activities that directly benefit businesses outside the CRID; to provide activities or improvements outside the CRID; or for any purpose other than the purposes specified in this Ordinance, the Resolution of Intention, the Resolution of Formation, and the Plan. Notwithstanding the foregoing, improvements and activities that must be provided outside the CRID boundaries to create a specific benefit to the assessed full service restaurant businesses may be provided, but shall be limited to marketing or signage pointing to the CRID.

The Council finds as follows:

- A. The activities funded by the assessment will provide a specific benefit to assessed full service restaurant businesses within the CRID that is not provided to those not paying the assessment.
- B. The assessment is a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed

the reasonable costs to the local government of conferring the benefit or granting the privilege.

- C. The assessment is a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.
- D. Assessments imposed pursuant to the CRID are levied solely upon the assessed full service restaurant business, and the full service restaurant business owner is solely responsible for payment of the assessment when due. The amount of assessment, if passed on to each customer, shall be disclosed in advance and separately stated from the amount of consideration charged and any other applicable taxes, and each customer shall receive a receipt for payment from the business.
- E. The assessments levied for the CRID shall be applied toward sales and marketing services, and other improvements and activities as set forth in the Plan.
- F. Assessments levied on full service restaurant businesses pursuant to this Ordinance shall be levied on the basis of benefit. Because the services provided are intended to increase restaurant food and drink sales, an assessment based on gross food and drink sales revenue is the best measure of benefit.

3.4 Budget. The assessments for the entire CRID in each full fiscal year (July 1 – June 30) of operations will total approximately \$240,000. The initial “year” of operations will be a partial year consisting of six (6) months, with an anticipated assessment budget of \$96,000.

3.5 Bonds. Bonds shall not be issued to fund the CRID.

3.6 Boundaries. The renewed CRID includes all full service restaurant businesses, existing and in the future, located within the City boundaries of the City of Carmel-by-the-Sea as described in the Plan.

3.7 Assessments.

- A. The annual assessment rate is one quarter of one percent (0.25%) of gross food and drink sales revenue. During the CRID’s term, the assessment rate may be increased by the CRID Management Committee to a maximum rate of one percent (1%) of gross food and drink sales revenue for assessed full service restaurant businesses. The maximum increase or decrease in any year shall be one quarter of one percent (0.25%). If the assessment rate is increased, it may subsequently be decreased but shall not be decreased below a minimum of one quarter of one percent (0.25%) of gross food and drink sales revenue.
- B. The assessments shall be used for the purposes set forth herein and any funds remaining at the end of any year may be used in subsequent years in which the CRID assessment is levied as long as they are used consistent with the requirements set forth herein.

3.8 Collections. The City will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each assessed full service restaurant business located in the boundaries of the CRID. The City shall take all reasonable efforts to collect the assessments from each assessed full service restaurant business.

3.9 Owners’ Association. The Council through adoption of this Ordinance and the Plan, has the right pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners’ Association of the CRID as defined in Streets and Highways Code §36612. The City Council has determined that Visit Carmel will continue to serve as the Owners’ Association for the CRID. The CRID Management Committee, comprised of a minimum of three (3) business owners, or their representatives, paying the CRID assessment, will continue to be responsible for implementing the Plan. Passage of this Ordinance authorizes the

Council to contract with Visit Carmel to administer the CRID.

3.10 Annual Report. Visit Carmel, pursuant to Streets and Highways Code §36650, shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvement and activities described in the report. The first report shall be due after the first year of operation of the CRID.

3.11 Amendments to Enabling Legislation. The CRID renewed pursuant to this Ordinance shall be subject to any amendments to the Property and Business Improvement District Law of 1994 (California Streets and Highways Code §36600 et. seq.).

Section 4. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

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

Section 5. Publication. The City Clerk shall publish or post this ordinance in the manner required by law.

Section 6. Effective Date. This Ordinance of the City of Carmel-by-the-Sea shall be effective thirty (30) days after its passage.

INTRODUCED at a Regular meeting of the City Council of the City of Carmel-by-the-Sea on the 6th day of June, 2023.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this _____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVE:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk



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

July 11, 2023
PUBLIC HEARINGS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Jane Hogan, Accountant
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-076 adopting the Fiscal Year 2023- 2024 Fee Schedule for Administrative Services, Community Planning and Building, Public Safety and Public Works Services

RECOMMENDATION:

Adopt Resolution 2023-076 adopting the Fiscal Year 2023- 2024 Fee Schedule for Administrative Services, Community Planning and Building, Public Safety and Public Works Services.

BACKGROUND/SUMMARY:

In March 2023, the City hired Revenue and Cost Specialists, LLC (“RCS”) to prepare a cost of services study (“Study”). The study calculated the cost to the City associated with providing certain types of services to specific customers, or users, of the services. Examples of charges for services include design plan review and tree removal permits. These services have an identifiable user that receives a direct benefit from the service, and thus, the City may legally recover its cost of providing the service from the user through a fee or charge for service.

The study proposed a recommended fee for various services based upon full cost recovery. Staff incorporated recommendations provided by Council into the proposed fee schedule first adopted in May 2020 and have adjusted the fees annually for inflation in accordance with City policy. In March 2023, the City retained RCS to prepare an update to the original study in order to examine the relationship between the current fees being charged and the cost of providing the service, again, in accordance with City policy that stipulates fees should be reviewed at least every three years. The update occurred in April and involved the consultant revising the City’s costs of providing services based upon staff salaries and benefits and other allowable overhead expenses and interviewing City staff regarding the processes involved in completing various activities for the Community Planning and Building and Public Works Departments. Public Safety, Administration and Community Activities FY 2023-2024 fees are adjusted +4.9% in line with the City’s fiscal policy C94-01 and based upon the San Francisco-Oakland-Hayward area Consumer Price Index (CPI) for the time period from December 2021 to December 2022.

Summary

The purpose of this agenda item is to provide an update regarding fees and for Council to adopt the proposed master fee schedule for the upcoming fiscal year. Upon adoption of the resolution, the fees will become effective on September 9, 2023. Since the prior fee schedules have been adjusted annually for inflation, overall the Proposed Fiscal Year 2023-2024 ("FY 23-24") fees are fairly consistent with the current fee schedule, with a few exceptions as summarized in more detail by the functional area, below.

Detailed information regarding the fees are available within the City of Carmel-by-the-Sea Fee Study Update Report (**Attachment 3**). The Study includes a description of the service, the staff position(s) involved in performing the service, the average processing time, cost of the service and the current and proposed fees. A summary matrix of the current and proposed fees is also included as reference as **Attachment 2** for comparison.

The proposed fees associated with the charges for services are intended to recover 100% of the City's cost of providing the service from the user, or beneficiary, of the service. However, Council may determine that certain services have a community-wide benefit and choose to reduce fees associated with certain services. If fees are reduced to less than 100% of cost recovery, then the difference between the cost of the service and the fee charged to the user needs to be made up, or subsidized, by other General Fund revenues. This in turn means that there would be less General Fund revenue available for other community-wide services. Staff recommends that Council strive to achieve full cost recovery for all services.

Functional Area - Community Planning and Building

The majority of the City's charges for services pertain to services provided by the Community Planning and Building Department. These services include such activities as design review, use permits, historical evaluations, and building plan review and inspections. For FY 23-24, there is a mix of proposed increases and decreases to planning-related fees. For FY 23-24, the Department is also proposing a new fee for Reasonable Accommodation-Staff, Mills Act Maintenance Plan Review, Mills Act 5-Year Inspection, and Mills Act 10-Year Maintenance Plan Review. The Department is also proposing removal of the temporary sign permit fee (S-048).

Carmel's costs for planning and building services are based upon the cost of City staff and other allowable expenses as well as the processes involved in completing activities, such as design review. The Neighboring Jurisdictions Comparatives Table 1: Planning Fees Comparison (**Attachment 4**), provides a snapshot of development fees for the City and neighboring jurisdictions pertaining to our more common permits. The comparison is based upon assumptions as to which applications would be required in other agencies as the nomenclature for planning services varies among jurisdictions and do not always match. In addition, the processes undertaken by agencies may also be quite different. With these caveats, the comparison table does provide an illustration of Carmel's current and proposed fees in relation to the range of fees charged by other jurisdictions.

Functional Area- Public Works

The FY 23-24 proposed fees for Tree Removal, Tree Pruning and Tree Appeals are significantly greater than the current fees charged. For FY 23-24, the Department is also proposing a new fee for Tree Evaluations.

Historically, Council has subsidized tree permitting within the City and prior proposed tree permitting fees have not been approved with the adopted Fee Schedule. The Neighboring Jurisdictions Comparatives Table 2: Tree Pruning and Removal Fees Comparison (**Attachment 4**) details the comparison of charges for tree activities by neighboring cities. Please note the actual process undertaken for reviewing a tree permit may be substantially different in other jurisdictions, which would contribute to the amount of the fee.

FISCAL IMPACT:

Some development fees, such as land use approval and processing fees, building permit and inspections and zoning and use permits are not effective until 60 days after Council adoption. Therefore, the proposed fees become effective on September 9, 2023. The Fiscal Year 2023-2024 Adopted Budget includes \$2.8 million in revenue generated from charges for services. Cost recovery for services allows for a more equitable financing of these services as the specific user pays for the service rather than other General Fund revenues such as property tax, sales and use tax and transient occupancy tax subsidizing the cost of the service for the individual user.

PRIOR CITY COUNCIL ACTION:

Council adopted the Fiscal Year 2022- 2023 Fee Schedule on May 3, 2022.

ATTACHMENTS:

- Attachment 1) Resolution 2023-076 Adopting FY 23- 24 Fee Schedule
- Attachment 2) Current and Proposed Fees Comparison
- Attachment 3) Carmel-by-the-Sea Fee Study Update Report
- Attachment 4) Neighboring Jurisdictions Comparatives

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

RESOLUTION NO. 2023-076

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
ADOPTING THE FISCAL YEAR 2023-2024 FEE SCHEDULE FOR ADMINISTRATIVE
SERVICES, COMMUNITY PLANNING AND BUILDING, PUBLIC SAFETY AND PUBLIC
WORKS SERVICES**

WHEREAS, in accordance with City Financial Policies, Policy 94-01, the City shall review the relationship between fees/charges and the cost of providing services at least every three years; and

WHEREAS, the City of Carmel-by-the-Sea retained Revenue and Cost Specialists, LLC, to prepare the "Fee Study Update Report" in March 2023 to identify the City's reasonable costs borne for providing services; the beneficiaries of those services, and the revenues generated by those paying fees for receiving services; and

WHEREAS, the City wishes to comply with both the letter and the spirit of Article XIII B of the California Constitution and limit the growth of taxes; and,

WHEREAS, pursuant to Government Code Section 66016, the specific fees and charges to be levied for services must be adopted by the City Council by ordinance or resolution, after holding a public hearing; and,

WHEREAS, a notice of a public hearing has been published in the Carmel Pine Cone on June 30, 2023 and a public hearing to review the existing service charges was held on July 11, 2023; and

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

Section 1. Fee Schedule Adoption. The following schedule of fees and charges are hereby directed to be computed by and applied by the various City departments, and to be collected by the City Finance Department for the herein listed special services when provided by the City or its designated contractors.

Section 2. Separate Fee for Each Process. All fees set forth by this resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a "per unit" of measurement basis, the fee is for each identified unit or portion thereof within the indicated ranges of such units.

Section 3. Listing of Fees. The following fees shall be charged and collected for the following enumerated services, as shown in Exhibits A and B.

Section 4. Interpretations. This Resolution may be interpreted by the City department heads in consultation with the City Administrator and, should there be a conflict between two fees, the lower in dollar amount of the two shall be applied.

A. It is the intention of the City Council to review the fees and charges as determined and set out herein based on the City's next Annual Budget and all the City's costs reasonably borne as established at that time and, as and if warranted, to revise such fees and charges based thereon.

Section 5. Constitutionality. If any portion of this Resolution is declared invalid or unconstitutional then it is the intention of the City Council to have passed the entire Resolution and all its component parts, and all other sections of this Resolution shall remain in full force and effect.

Section 6. Repealer. All resolutions and other actions of the City Council in conflict with the contents of this Resolution are hereby repealed.

Section 7. Effective Date. This Resolution shall go into full force and effect on September 9, 2023.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 11th day of July, 2023, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero
City Clerk

PROPOSED FEE SCHEDULE EFFECTIVE SEPTEMBER 9, 2023 - JUNE 30, 2024		Current Fee	Proposed Fee	% Change	\$ Change
COMMUNITY PLANNING & BUILDING					
Design Study and Review					
TRACK 1 DESIGN REVIEW/STUDY - MINOR	\$690 per application	448.00	690.00	54%	\$242
TRACK 1 DESIGN REVIEW/STUDY - MAJOR	\$990 per application	813.00	990.00	22%	\$177
TRACK 1 DESIGN REVIEW/STUDY-STREAMLINE	\$355 per application	203.00	355.00	75%	\$152
TRACK 1 DESIGN REVIEW/STUDY - REFERRAL TO PLANNING COMMISSION	\$1,785 per application in addition to the base Track 1 fee	1,120.00	1,785.00	59%	\$665
TRACK 1 DESIGN REVIEW/STUDY-REFERRAL TO HISTORIC RESOURCES BOARD	\$1,785 per application in addition to the base Track 1 fee	1,120.00	1,785.00	59%	\$665
TRACK 2 DESIGN REVIEW - MINOR	\$3,910 per application	2,360.00	3,910.00	66%	\$1,550
TRACK 2 DESIGN REVIEW - MAJOR	\$5,935 per application	5,392.00	5,935.00	10%	\$543
TRACK 2 DESIGN REVIEW - MAJOR NEW COMMERCIAL BUILDING	\$2,830 per application plus a deposit determined by staff with charges at the fully allocated hourly rates for Project Planner	2,438.00	2,830.00	16%	\$392
PRELIMINARY SITE ASSESSMENT	\$1,495 per application	1,183.00	1,495.00	26%	\$312
REASONABLE ACCOMODATION	\$195 per application, plus fee for associated Design Study/Design Review as applicable		195.00	NA	\$195
VOLUMETRIC ANALYSIS	\$135 per application plus \$1,500 deposit with charges at the fully allocated hourly rates plus any outside costs.	135.00	135.00	0%	\$0
Use Permit and Other Services					
USE PERMIT	\$3,060 per application	2,730.00	3,060.00	12%	\$330
USE PERMIT AMENDMENT	\$2,765 per application	1,818.00	2,765.00	52%	\$947
TEMPORARY USE PERMIT	\$165 per application	365.00	165.00	-55%	(\$200)
RESTRICTED COMMERCIAL USE TRANSFER REQUEST	\$565 per application	521.00	565.00	8%	\$44
WATER CREDIT TRANSFER REQUEST	\$3,100 per application	3,663.00	3,100.00	-15%	(\$563)
VARIANCE	\$1,790 per application	2,235.00	1,790.00	-20%	(\$445)
PRELIMINARY APPLICATION REVIEW - STAFF	\$1,365 per application with 50% of this fee credited towards future planning fees for this project.	1,683.00	1,365.00	-19%	(\$318)
PRELIMINARY APPLICATION REVIEW - PUBLIC HEARING (PLANNING COMMISSION, CITY COUNCIL, ETC.)	\$3,750 per application with 50% of this fee credited towards future planning fees for this project.	3,485.00	3,750.00	8%	\$265
COASTAL DEVELOPMENT PERMIT - DEVELOPMENT	\$175 per application - Added to other Planning fees	135.00	175.00	30%	\$40
COASTAL DEVELOPMENT PERMIT - EVENT	\$740 per application	1,417.00	740.00	-48%	(\$677)
LANDSCAPE PLAN CHECK/INSPECTION	\$690 per plan/inspection	281.00	690.00	146%	\$409
PLANNING TECHNICAL ASSISTANCE	Charge the fully allocated hourly rate for all personnel involved after 15 minutes.	Fully Allocated Hrlly Rate after 15 min			
TOBACCO RETAIL LICENSE	Current fee as adopted by the Monterey County Board of Supervisors	Fee as set by Monterey County			
EXTRAORDINARY DEVELOPMENT	Deposit amount TBD based on scope of project, with charges at the fully allocated hourly rates plus any outside costs				
Amendments, Annexations and Agreements					
SPECIFIC PLAN/SPECIFIC PLAN AMENDMENT					
GENERAL PLAN AMENDMENT	\$5,000 deposit with charges at the fully allocated hourly rates plus outside costs	5,210.00	5,000.00	-4%	(\$210)
SPHERE OF INFLUENCE AMENDMENT					
ZONING CODE AMENDMENT					
ANNEXATION	\$10,000 deposit with charges at the fully allocated hourly rates plus outside costs	10,420.00	10,000.00	-4%	(\$420)
DEVELOPMENT AGREEMENT					
Environmental Review Maps and Lot Lines					
ENVIRONMENTAL REVIEW (IS/ND/EIR)	Contract cost plus 10%	Contract cost +10%			
FILING ENVIRONMENTAL NOTICE OF EXEMPTION	\$495 per application plus associated Monterey County fees	156.00	495.00	217%	\$339
MITIGATION MONITORING	\$3,000 deposit with charges at the fully allocated hourly rates plus outside costs.	3,126.00	3,000.00	-4%	(\$126)
TENTATIVE/FINAL MAP	\$4,000 deposit with charges at the fully allocated hourly rates plus any outside costs.	4,168.00	4,000.00	-4%	(\$168)
AMENDED FINAL MAP	\$1,000 deposit with charges at the fully allocated hourly rates plus any outside costs.	1,042.00	1,000.00	-4%	(\$42)
CERTIFICATE OF COMPLIANCE	\$750 per application plus actual contract cost	610.00	750.00	23%	\$140
LOT LINE ADJUSTMENT/SUBDIV - PLANNING COMMISSION	\$1,055 per application plus actual contract cost	542.00	1,055.00	95%	\$513
LOT MERGER	\$855 per application plus actual contract cost	938.00	855.00	-9%	(\$83)
Historic Evaluation					
PRELIMINARY PHASE 1 - INITIAL ASSESSMENT OF HISTORIC SIGNIFICANCE	\$310 per application	474.00	310.00	-35%	(\$164)
PHASE 1 - HISTORIC EVALUATION	\$405 per application plus actual cost for Historian review with \$1,500 deposit	271.00	405.00	49%	\$134
PHASE 2 - HISTORIC EVALUATION (INCLUDES HISTORIC RESOURCES BOARD HEARING)	\$2,040 per application plus actual cost for Historian review with \$1,500 deposit	1,579.00	2,040.00	29%	\$461
APPEAL TO HISTORIC RESOURCES BOARD	\$1,500 per application plus actual cost for Historian review with \$1,500 deposit	2,120.00	1,500.00	-29%	(\$620)
MILLS ACT CONTRACT APPLICATION	\$3,430 per application plus actual cost to record contract with County of Monterey	3,584.00	3,430.00	-4%	(\$154)
MILLS ACT MAINTENANCE PLAN REVIEW	\$1,000 deposit with charges at the fully allocated hourly rates plus any outside costs for qualfied professional to review plan.	NA	1,000.00	NA	\$1,000

PROPOSED FEE SCHEDULE EFFECTIVE SEPTEMBER 9, 2023 - JUNE 30, 2024		Current Fee	Proposed Fee	% Change	\$ Change
MILLS ACT 5-YEAR INSPECTION	\$500 deposit with charges at the fully allocated hourly rates plus any outside costs for qualified professional	NA	500.00	NA	\$500
MILLS ACT 10-YEAR MAINTENANCE PLAN REVIEW	\$1,000 deposit with charges at the fully allocated hourly rates plus any outside costs for qualified professional to review plan.	NA	1,000.00	NA	\$1,000
Determinations, Extensions and Appeals					
PLANNING COMMISSION CODE DETERMINATION	\$1,740 per application	1,214.00	1,740.00	43%	\$526
ZONING COMPLIANCE DETERMINATION	Charge the fully allocated hourly rates for all personnel involved with a one hour minimum	573.00			(\$573)
PERMIT TIME EXTENSION - STAFF	\$400 per application	313.00	400.00	28%	\$87
PERMIT TIME EXTENSION - PLANNING COMMISSION	\$1,080 per application	907.00	1,080.00	19%	\$173
PERMIT TIME EXTENSION - CITY COUNCIL	\$1,045 per application	1,099.00	1,045.00	-5%	(\$54)
PUBLIC HEARING CONTINUANCE - PLANNING COMMISSION	\$830 per continuance	886.00	830.00	-6%	(\$56)
PUBLIC HEARING CONTINUANCE - COUNCIL	\$835 per continuance	938.00	835.00	-11%	(\$103)
APPEAL TO PLANNING COMMISSION	\$1,945 per appeal - No charge for appeals of Coastal Development Permits (CDPs) within the Coastal Commission Appeal Jurisdiction (CMC 17.20.140)	2,084.00	1,945.00	-7%	(\$139)
APPEAL TO CITY COUNCIL	\$2,085 per appeal - No charge for appeals of Coastal Development Permits (CDPs) within the Coastal Commission Appeal Jurisdiction (CMC 17.20.140)	2,084.00	2,085.00	0%	\$1
Sign and Banners					
SIGN APPLICATION	\$450 per application	281.00	450.00	60%	\$169
SIGN REFERRAL TO PLANNING COMMISSION	\$1,505 per application	865.00	1,505.00	74%	\$640
RELOCATE EXISTING SIGN	\$240 per application	182.00	240.00	32%	\$58
TEMPORARY SIGN PERMIT	No permit fee required	104.00	0.00	-100%	(\$104)
BANNER APPLICATION	\$0 per application, applicant bears the fully burdened cost of installation through City approved third-party vendors				
Building Services					
BUILDING RELOCATION	Deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs	1,938.00			(\$1,938)
LARGE FAMILY DAY CARE (RESIDENTIAL)	\$2,320 per application	761.00	2,320.00	205%	\$1,559
GENERAL PLAN UPDATE	3.5% of all Building & Safety permits	3.5% of all Building & Safety permits			
BUILDING PLAN CHECK	Based on Building and Safety Construction Valuation	Building & Safety Construction Values			
BUILDING INSPECTION	Based on Building and Safety Construction Valuation	Building & Safety Construction Values			
BUILDING RE-INSPECTION	\$145 per re-inspection	146.00	145.00	-1%	(\$1)
BUILDING PERMIT APPLICATION EXTENSION	\$95 per extension (maximum of 4)	94.00	95.00	1%	\$1
BUILDING PERMIT EXTENSION	\$150 per extension (maximum of 2)	146.00	150.00	3%	\$4
BUILDING PERMIT PRE-APPLICATION CONFERENCE	\$340 per application	318.00	340.00	7%	\$22
BUILDING SINGLE TRADE PERMIT	\$165 per permit	167.00	165.00	-1%	(\$2)
ON-SITE DRIVEWAY PERMIT	\$395 per permit	271.00	395.00	46%	\$124
SOLAR PLAN CHECK/INSPECTION PERMIT	Plan Check AND Inspection - \$450 plus \$15 per kW over 15kW (Per Assembly Bill 1414)	318.00	450.00	-1%	\$132
		135.00			
RE-ROOF PERMIT	\$260 per permit	255.00	260.00	2%	\$5
BUILDING BOARD APPEAL	\$1,135 per appeal	1,052.00	1,135.00	8%	\$83
DUPLICATE INSPECTION CARD	\$60 per card	63.00	60.00	-5%	(\$3)
BUILDING TECHNICAL ASSISTANCE	Charge the fully allocated hourly rate for all personnel involved after 15 minutes.	Fully Allocated Hrlly Rate after 15 min			
STOP WORK INVESTIGATION	\$620 per investigation plus double all Building Permit fees	568.00	620.00	9%	\$52
TEMPORARY CERTIFICATE OF OCCUPANCY	\$225 per application	224.00	225.00	0%	\$1
ALTERNATE MATERIALS/METHODS REVIEW	\$220 per application plus actual cost of City Staff for all time over one hour.	214.00	220.00	3%	\$6
BUILDING PHASED WORK REQUEST	\$315 per application	302.00	315.00	4%	\$13
BUILDING TECHNOLOGY SURCHARGE	\$8 per permit	8.00	8.00	0%	\$0
Bench Program					
NEW BENCH LOCATION	\$960 per application plus the actual cost of the bench and plaque (plus \$750 for future maintenance) plus \$2,005 if a public hearing is required.	964.00	960.00	0%	(\$4)
ADOPTION OF EXISTING BENCH	\$380 per application plus the actual cost of the bench and plaque (plus \$750 for future maintenance) plus \$530 if a public hearing is required.	313.00	380.00	21%	\$67
REPLACEMENT OF BENCH PLAQUE	\$380 per application plus the actual cost of the plaque plus \$530 if a public hearing is required.	406.00	490.00	21%	\$84
Encroachment Permits					
TEMPORARY ENCROACHMENT PERMIT	\$345 per permit	219.00	345.00	58%	\$126
STREET EXCAVATION	\$800 per permit, plus \$8.75/lineal foot of work being performed	766.00	800.00	4%	\$34
PERMANENT ENCROACHMENT PERMIT	\$475 per permit and \$8.75/lineal foot				
	Plus cost of any damage to public right-of-way or street as determined by the Public Works Director Plus cost of and Design Study/Design Review as needed Plus cost of referral to City Council if needed.	432.00	475.00	10%	\$43

PROPOSED FEE SCHEDULE EFFECTIVE SEPTEMBER 9, 2023 - JUNE 30, 2024		Current Fee	Proposed Fee	% Change	\$ Change
TRAFFIC CONTROL PLAN REVIEW/INSPECTION	\$675 per review plus \$405 per each additional review	370.00	675.00	82%	\$305
SIDEWALK VENDING PERMIT	\$425 per new applications	425.00	446.00	5%	\$21
	\$210 per renewal	210.00	220.00	5%	\$10
USE OF ONLINE ELECTRONIC PAYMENT - CP&B DEPARTMENT	3.5% OF CHARGED AMOUNT	3.5% of charged amount			
USE OF CREDIT CARD/ DEBIT CARD - CP&B DEPARTMENT	3.5% OF CHARGED AMOUNT	3.5% of charged amount			
PUBLIC WORKS/FORESTRY					
TREE EVALUATION	\$390 per application	NA	390.00	NA	\$390
TREE REMOVAL PERMIT	\$1,330 per permit	255.00	1,330.00	422%	\$1,075
TREE PRUNING PERMIT	\$795 per permit	255.00	795.00	212%	\$540
PRUNING OR REMOVAL OF CITY TREE USING PRIVATE FUNDS UNDER CITY FORESTER INSTRUCTIONS	No permit fee required	0.00	0.00		\$0
APPEAL TO FOREST & BEACH COMMISSION	\$2,695 per appeal plus actual outside costs	1,485.00	2,695.00	81%	\$1,210
APPEAL TO CITY COUNCIL	\$2,415 per appeal plus actual outside costs	1,485.00	2,415.00	63%	\$930
REMOVAL OF PRIVATE TREE FALL IN PUBLIC RIGHT-OF-WAY	Charge the fully allocated hourly rate for all personnel involved plus any outside costs	Fully Allocated Hrly Rate + outside Fees			
DAMAGE TO CITY PROPERTY	Charge the fully allocated hourly rate for all personnel involved plus any outside costs	Fully Allocated Hrly Rate + outside Fees			
USE OF ONLINE ELECTRONIC PAYMENT- PUBLIC WORKS DEPT	3.5% OF CHARGED AMOUNT	3.5% of charged amount			
USE OF CREDIT CARD/ DEBIT CARD- PUBLIC WORKS DEPT	3.5% OF CHARGED AMOUNT	3.5% of charged amount			
PUBLIC SAFETY					
Police Services					
LOUD PARTY PUBLIC DISTURBANCE RESPONSE	First Response - No Charge	0.00	0.00	0%	\$0
	Second Response the same day - \$218 per response	208.00	218.00	5%	\$10
	Third Response within a calendar year - \$547 per response	521.00	547.00	5%	\$26
POLICE FALSE ALARM RESPONSE	First Activation - \$109	104.00	109.00	5%	\$5
	Second Activation - \$131	125.00	131.00	5%	\$6
	Each Subsequent Activation in a calendar year - \$197	188.00	197.00	5%	\$9
ALARM PERMIT	New - \$38 per permit	36.00	38.00	6%	\$2
	Renewal - \$27 per permit	26.00	27.00	4%	\$1
VEHICLE IMPOUND RELEASE	\$153 per vehicle	146.00	153.00	5%	\$7
MISDEMEANOR BOOKING	Non-Carmel bookings - \$164 per booking	156.00	164.00	5%	\$8
MISCELLANEOUS POLICE PERMIT	\$202 per application plus DOJ fees	193.00	202.00	5%	\$9
FINGERPRINTING ON REQUEST	\$38 plus outside agency fees	36.00	38.00	6%	\$2
CLEARANCE FORM TRAVEL LETTER	\$55 per letter	52.00	55.00	6%	\$3
VIN VERIFICATION	\$52 per vehicle	52.00	55.00	6%	\$3
CITATION SIGN-OFF	Non-Carmel citations - \$27 per citation	26.00	27.00	4%	\$1
SIGN ABATEMENT	\$27 per sign	26.00	27.00	4%	\$1
POLICE COURT WITNESS	Fees are set by the court	Fee as set by court			
POLICE REPORT COPY	1st 10 pages - No Charge, Each additional page - \$0.20	0.20	0.20	0%	\$0
POLICE PHOTOGRAPH COPY	photo - \$5 per photo, digital - \$5 per disk	5.00	5.00	0%	\$0
Animal Services					
ANIMAL IMPOUND	Within a calendar year:	0.00	0.00	0%	\$0
	First impound - \$109	104.00	109.00	5%	\$5
	Second impound - \$131	125.00	131.00	5%	\$6
	Third and subsequent impounds - \$153	146.00	153.00	5%	\$7
ANIMAL TRANSPORT	Local Transport - \$27 per transport	26.00	27.00	4%	\$1
	To County Animal Shelter - \$99 per transport	94.00	99.00	5%	\$5
Parking					
RESIDENT/EMPLOYEE PARKING PERMIT	\$33 per permit	31.00	33.00	6%	\$2
	\$121 Misuse of Residential Permit	115.00	121.00	5%	\$6
CONTRACTOR PARKING PERMIT	\$17 non specific	16.00	17.00	6%	\$1
	\$27 space specific	26.00	27.00	4%	\$1
Fire Services					
FIRE PLAN CHECK/ REVIEW/INSPECTIONS	Current fee schedule as adopted by City of Monterey Council	Fee as set by Monterey City Council			
USE OF CREDIT CARD/ DEBIT CARD - PUBLIC SAFETY DEPTS	2.5% OF CHARGED AMOUNT	2.5% of charged amount			
ADMINISTRATIVE SERVICES					
NEW BUSINESS REGISTRATION PROCESS	Fixed Location - \$339 per application + \$4 State fee	323.00	339.00	5%	\$16
	In & About - \$22 per application	21.00	22.00	5%	\$1
	Home License - \$142 per application	135.00	142.00	5%	\$7
BUSINESS REGISTER RENEWAL PROCESS	\$17 per renewal	16.00	17.00	6%	\$1

PROPOSED FEE SCHEDULE EFFECTIVE SEPTEMBER 9, 2023 - JUNE 30, 2024		Current Fee	Proposed Fee	% Change	\$ Change
DUPLICATE BUSINESS LICENSE	\$10 per license	10.00	10.00	0%	\$0
CHANGE BUSINESS NAME	\$22 per business	21.00	22.00	5%	\$1
Finance					
NSF CHECK PROCESSING	\$44 per NSF check	42.00	44.00	5%	\$2
City Clerk					
DOCUMENT REPRODUCTION/SCANNING	First 10 copies - No Charge	0.00	0.00	0%	\$0
	Additional copies - \$0.20 per copy	0.20	0.20	0%	\$0
	FPPC copies - \$0.10 per copy plus \$5 for retrieval of documents if more than five years old plus postage cost if mailed	0.10	0.10	0%	\$0
ELECTRONIC FILE COPY	\$5 per device	5.00	5.00	0%	\$0
DOCUMENT CERTIFICATION	\$10 per document	10.00	10.00	0%	\$0
RECORD COMPILATION	Record Compilation/Creation - charge the fully allocated hourly rate for all personnel involved plus any outside costs.	Fully Allocated Hrlry Rate + outside Fees			
LOCAL CANDIDATE FILING	\$25 per candidate- Fee is set by the State	25.00	25.00	0%	\$0
LOCAL INITIATIVE PROCESSING	\$200 per initiative- This fee is limited by the State Law - Elections Code Section 9202(b) - Fee is refundable to the filer, if within one year of filing the notice of intent, the elections official certifies the sufficiency of the petition.	200.00	200.00	0%	\$0
USE OF CREDIT CARD/ DEBIT CARD- ADMINISTRATION DEPT	2.5% OF CHARGED AMOUNT	2.5% of charged amount			

**Fee Study Update
for the
City of Carmel-by-the-Sea**

MAY 2023



Revenue & Cost Specialists

**1519 East Chapman Ave, Suite C
Fullerton, CA 92831**

www.revenuecost.com

(714) 992-9020

APPENDIX A

SUMMARY
OF
CURRENT FEES
AND
PROPOSED FEES

**CITY OF CARMEL-BY-THE-SEA
FEE COMPARISON REPORT
FY 2023**

REF #: S-001	TITLE: TRACK 1 DESIGN REVIEW/STUDY - MINOR
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$448 per application	\$690 per application
REF #: S-002	TITLE: TRACK 1 DESIGN REVIEW/STUDY - MAJOR
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$813 per application	\$990 per application
REF #: S-002A	TITLE: TRACK 1 DESIGN REV/STUDY-STREAMLINE
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$203 per application	\$355 per application
REF #: S-002B	TITLE: TREE EVALUATION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$390 per application
REF #: S-003	TITLE: PLANNING COMMISSION REFERRAL
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,120 per application in addition to the base application fee	\$1,785 per application in addition to the base application fee
REF #: S-003A	TITLE: HISTORIC RESOURCES BOARD REFERRAL
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,120 per application in addition to the base application fee	\$1,785 per application in addition to the base application fee

**CITY OF CARMEL-BY-THE-SEA
FEE COMPARISON REPORT
FY 2023**

REF #: S-004	TITLE: TRACK 2 DESIGN REVIEW - MINOR
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$2,360 per application	\$3,910 per application
REF #: S-005	TITLE: TRACK 2 DESIGN REVIEW - MAJOR
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$5,392 per application	\$5,935 per application
REF #: S-005A	TITLE: TRACK 2 DESIGN REV - MAJOR NEW COMM
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$2,438 per application plus a deposit determined by staff with charges at the fully allocated hourly rates for Project Planner.	\$2,830 per application plus a deposit determined by staff with charges at the fully allocated hourly rates for Project Planner.
REF #: S-006	TITLE: PRELIMINARY SITE ASSESSMENT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,183 per application	\$1,495 per application
REF #: S-007	TITLE: REASONABLE ACCOMODATION - STAFF
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$195 per application
REF #: S-008	TITLE: VOLUMETRIC ANALYSIS
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$135 per application plus \$1,500 deposit with charges at the fully allocated hourly rates plus any outside costs.	\$135 per application plus \$1,500 deposit with charges at the fully allocated hourly rates plus any outside costs.

**CITY OF CARMEL-BY-THE-SEA
FEE COMPARISON REPORT
FY 2023**

REF #: S-009		TITLE: USE PERMIT	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$2,730 per application		\$3,060 per application	
REF #: S-011		TITLE: USE PERMIT AMENDMENT	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$1,818 per application		\$2,765 per application	
REF #: S-012		TITLE: TEMPORARY USE PERMIT	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$365 per application		\$165 per application	
		Plus Planning Commission Referral fee if a Planning Commission review is needed.	
REF #: S-013		TITLE: RESTRICTED COMM USE TRANSFER REQ	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$521 per application		\$565 per application	
REF #: S-014		TITLE: WATER CREDIT TRANSFER REQUEST	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$3,663 per application		\$3,100 per application	
REF #: S-015		TITLE: VARIANCE	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$2,235 per application		\$1,790 per application	

CITY OF CARMEL-BY-THE-SEA
FEE COMPARISON REPORT
FY 2023

REF #: S-017**TITLE: PRE-APPLICATION REVIEW - STAFF****CURRENT FEE**

\$1,683 per application with 50% of this fee credited towards future planning fees for this project.

RECOMMENDED FEE

\$1,365 per application with 50% of this fee credited towards future planning fees for this project.

REF #: S-018**TITLE: PRELIMINARY REVIEW - PLAN COMM****CURRENT FEE**

\$3,485 per application with 50% of this fee credited towards future planning fees for this project.

RECOMMENDED FEE

\$3,750 per application with 50% of this fee credited towards future planning fees for this project.

REF #: S-019**TITLE: COASTAL DEV. PERMIT - DEVELOPMENT****CURRENT FEE**

\$135 per application - Added to other Planning fees

RECOMMENDED FEE

\$175 per application - Added to other Planning fees

REF #: S-019A**TITLE: COASTAL DEV. PERMIT - EVENT****CURRENT FEE**

\$1,417 per application

RECOMMENDED FEE

\$740 per application

REF #: S-020**TITLE: SPECIFIC PLAN****CURRENT FEE**

\$5,210 deposit with charges at the fully allocated hourly rates plus outside costs.

RECOMMENDED FEE

\$5,000 deposit with charges at the fully allocated hourly rates plus outside costs.

REF #: S-021**TITLE: SPECIFIC PLAN AMENDMENT****CURRENT FEE**

\$5,210 deposit with charges at the fully allocated hourly rates plus outside costs.

RECOMMENDED FEE

\$5,000 deposit with charges at the fully allocated hourly rates plus outside costs.

**CITY OF CARMEL-BY-THE-SEA
FEE COMPARISON REPORT
FY 2023**

REF #: S-022**TITLE: GENERAL PLAN AMENDMENT****CURRENT FEE**

\$5,210 deposit with charges at the fully allocated hourly rates plus outside costs.

RECOMMENDED FEE

\$5,000 deposit with charges at the fully allocated hourly rates plus outside costs.

REF #: S-023**TITLE: SPHERE OF INFLUENCE AMENDMENT****CURRENT FEE**

\$5,210 deposit with charges at the fully allocated hourly rates plus outside costs.

RECOMMENDED FEE

\$5,000 deposit with charges at the fully allocated hourly rates plus outside costs.

REF #: S-024**TITLE: ZONING CODE AMENDMENT****CURRENT FEE**

\$5,210 deposit with charges at the fully allocated hourly rates plus outside costs.

RECOMMENDED FEE

\$5,000 deposit with charges at the fully allocated hourly rates plus outside costs.

REF #: S-025**TITLE: ANNEXATION****CURRENT FEE**

\$10,420 deposit with charges at the fully allocated hourly rates plus outside costs.

RECOMMENDED FEE

\$10,000 deposit with charges at the fully allocated hourly rates plus outside costs.

REF #: S-026**TITLE: DEVELOPMENT AGREEMENT****CURRENT FEE**

\$10,420 deposit with charges at the fully allocated hourly rates plus outside costs.

RECOMMENDED FEE

\$10,000 deposit with charges at the fully allocated hourly rates plus outside costs.

REF #: S-027**TITLE: ENVIRONMENTAL REVIEW (IS/ND/EIR)****CURRENT FEE**

Contract cost plus 10%

RECOMMENDED FEE

Contract cost plus 10%

**CITY OF CARMEL-BY-THE-SEA
FEE COMPARISON REPORT
FY 2023**

REF #: S-028**TITLE: ENVIRONMENTAL NOTICE OF EXEMPTION****CURRENT FEE**

\$156 per application plus County fees

RECOMMENDED FEE

\$495 per application plus County fees

REF #: S-029**TITLE: MITIGATION MONITORING****CURRENT FEE**

\$3,126 deposit with charges at the fully allocated hourly rates plus outside costs.

RECOMMENDED FEE

\$3,000 deposit with charges at the fully allocated hourly rates plus outside costs.

REF #: S-030**TITLE: TENTATIVE/FINAL MAP****CURRENT FEE**

\$4,168 deposit with charges at the fully allocated hourly rates plus any outside costs.

RECOMMENDED FEE

\$4,000 deposit with charges at the fully allocated hourly rates plus any outside costs.

REF #: S-031**TITLE: AMENDED FINAL MAP****CURRENT FEE**

\$1,042 deposit with charges at the fully allocated hourly rates plus any outside costs.

RECOMMENDED FEE

\$1,000 deposit with charges at the fully allocated hourly rates plus any outside costs.

REF #: S-032**TITLE: CERTIFICATE OF COMPLIANCE****CURRENT FEE**

\$610 per application plus actual contract cost

RECOMMENDED FEE

\$750 per application plus actual contract cost

REF #: S-033**TITLE: LOT LINE ADJUSTMENT/SUBDIV - PC****CURRENT FEE**

\$542 per application plus actual contract cost

RECOMMENDED FEE

\$1,055 per application plus actual contract cost

**CITY OF CARMEL-BY-THE-SEA
FEE COMPARISON REPORT
FY 2023**

REF #: S-034	TITLE: LOT MERGER - STAFF REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$938 per application plus actual contract cost	\$855 per application plus actual contract cost
REF #: S-035	TITLE: PRELIM (PHASE 1) HIST EVAL - STAFF
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$474 per application	\$310 per application
REF #: S-035A	TITLE: PHASE 1 HISTORIC EVAL - QUAL PROF
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$271 per application plus actual cost for Historian review with \$1,500 deposit	\$405 per application plus actual cost for Historian review with \$1,500 deposit
REF #: S-036	TITLE: PHASE 2 HIST EVAL-HRB REV OF DESIGN
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,579 per application plus actual cost for Historian review with \$1,500 deposit	\$2,040 per application plus actual cost for Historian review with \$1,500 deposit
REF #: S-037	TITLE: APPEAL TO HISTORIC RESOURCES BOARD
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$2,120 per application plus actual cost for Historian review with \$1,500 deposit	\$1,500 per application plus actual cost for Historian review with \$1,500 deposit
REF #: S-038	TITLE: MILLS ACT CONTRACT PROCESSING
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$3,584 per application	\$3,430 per application

**CITY OF CARMEL-BY-THE-SEA
FEE COMPARISON REPORT
FY 2023**

REF #: S-039	TITLE: PC CODE DETERMINATION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,214 per application	\$1,740 per application
REF #: S-040	TITLE: ZONING COMPLIANCE DETERMINATION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$573 per application	Charge the fully allocated hourly rates for all personnel involved with a one hour minimum.
REF #: S-041	TITLE: TIME EXTENSION - STAFF
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$313 per application	\$400 per application
REF #: S-042	TITLE: TIME EXTENSION - PLAN COMM
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$907 per application	\$1,080 per application
REF #: S-042A	TITLE: TIME EXTENSION - CITY COUNCIL
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,099 per application	\$1,045 per application
REF #: S-043	TITLE: PUBLIC HEARING CONTINUANCE - PC
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$886 per continuance	\$830 per continuance

**CITY OF CARMEL-BY-THE-SEA
FEE COMPARISON REPORT
FY 2023**

REF #: S-043A		TITLE: PUBL HEARING CONTINUANCE - COUNCIL	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$938 per continuance		\$835 per continuance	
REF #: S-044		TITLE: APPEAL TO PLANNING COMMISSION	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$2,084 per appeal		\$1,945 per appeal	
Appeal in the Coastal Zone - No Charge by State law		Appeal in the Coastal Zone - No Charge by State law	
REF #: S-044A		TITLE: APPEAL TO CITY COUNCIL	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$2,084 per appeal		\$2,085 per appeal	
Appeal in the Coastal Zone - No Charge by State law		Appeal in the Coastal Zone - No Charge by State law	
REF #: S-045		TITLE: SIGN APPLICATION	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$281 per application		\$450 per application	
REF #: S-046		TITLE: SIGN REFERRAL TO PLANNING COMM	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$865 per application		\$1,505 per application	
REF #: S-047		TITLE: RELOCATE EXISTING SIGN	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$182 per application		\$240 per application	

CITY OF CARMEL-BY-THE-SEA
FEE COMPARISON REPORT
FY 2023

REF #: S-048	TITLE: TEMPORARY SIGN PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$104 per application	This fee should be removed from the fee schedule.
REF #: S-050	TITLE: BUILDING RELOCATION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,938 per application	Deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.
REF #: S-051	TITLE: LARGE FAMILY DAY CARE (RESIDENTIAL)
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$761 per application	\$2,320 per application
REF #: S-052	TITLE: GENERAL PLAN UPDATE
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
3.5% of all Building & Safety permits	3.5% of all Building & Safety permits
REF #: S-053	TITLE: PLANNING TECHNICAL ASSISTANCE
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Charge the fully allocated hourly rate for all personnel involved after 15 minutes.	Charge the fully allocated hourly rate for all personnel involved after 15 minutes.
REF #: S-054	TITLE: BUILDING PLAN CHECK
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
New Construction - Various fees based on construction valuation	New Construction - No Change
Additional Plan Review - \$250 base plus \$150 per hour for review longer than one hour	Additional Plan Review - \$250 base plus \$150 per hour for review longer than one hour
Plan Revision after approval - \$250 base plus \$150 per hour for review longer than one hour	Plan Revision after approval - \$250 base plus \$150 per hour for review longer than one hour

**CITY OF CARMEL-BY-THE-SEA
FEE COMPARISON REPORT
FY 2023**

REF #: S-054A**TITLE: BUILDING INSPECTION****CURRENT FEE**

New Construction - Various fees based on construction valuation
Trade Permits - Various fees
Stormwater Inspection - \$64.50 per inspection

Permit by Appointment - \$330

RECOMMENDED FEE

No Change, except:

Permit by Appointment - \$365

REF #: S-054B**TITLE: BUILDING RE-INSPECTION****CURRENT FEE**

\$146 per re-inspection

RECOMMENDED FEE

\$145 per re-inspection

REF #: S-054C**TITLE: PERMIT APPLICATION EXTENSION****CURRENT FEE**

\$94 per extension (maximum of 4)

RECOMMENDED FEE

\$95 per extension (maximum of 4)

REF #: S-054D**TITLE: PERMIT EXTENSION****CURRENT FEE**

\$146 per extension (maximum of 2)

RECOMMENDED FEE

\$150 per extension (maximum of 2)

REF #: S-054E**TITLE: BUILDING PERMIT PRE-APPLIC. CONFER.****CURRENT FEE**

\$318 per application

RECOMMENDED FEE

\$340 per application

REF #: S-055**TITLE: BUILDING SINGLE TRADE PERMIT****CURRENT FEE**

\$167 per permit

RECOMMENDED FEE

\$165 per permit

**CITY OF CARMEL-BY-THE-SEA
FEE COMPARISON REPORT
FY 2023**

REF #: S-055A	TITLE: ON-SITE DRIVEWAY PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$271 per permit	\$395 per permit
REF #: S-056	TITLE: SOLAR PLAN CHECK/INSPECTION PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Plan Check - \$318 Inspection - \$135	Plan Check - \$340 Inspection - \$135
REF #: S-057	TITLE: RE-ROOF PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$255 per permit	\$260 per permit
REF #: S-058	TITLE: BUILDING BOARD APPEAL
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,052 per application	\$1,135 per appeal
REF #: S-059	TITLE: DUPLICATE INSPECTION CARD
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$63 per card	\$60 per card
REF #: S-059A	TITLE: BUILDING TECHNICAL ASSISTANCE
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Charge the fully allocated hourly rate for all personnel involved after 15 minutes.	Charge the fully allocated hourly rate for all personnel involved after 15 minutes.

**CITY OF CARMEL-BY-THE-SEA
FEE COMPARISON REPORT
FY 2023**

REF #: S-059B		TITLE: STOP WORK INVESTIGATION	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$568 per investigation plus double the permit fee		\$620 per investigation plus double the permit fee	
REF #: S-059C		TITLE: TEMPORARY CERTIFICATE OF OCCUPANCY	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$224 per application		\$225 per application	
REF #: S-059D		TITLE: ALTERNATE MATERIALS/METHODS REVIEW	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$214 per application plus actual cost of City Staff for all time over one hour		\$220 per application plus actual cost of City Staff for all time over one hour	
REF #: S-059E		TITLE: BUILDING PHASED WORK REQUEST	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$302 per application		\$315 per application	
REF #: S-060		TITLE: LANDSCAPE PLAN CHECK/INSPECTION	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$281 per plan/inspection		\$690 per plan/inspection	
REF #: S-060A		TITLE: BUILDING TECHNOLOGY SURCHARGE	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$8 per permit		\$8 per permit	

CITY OF CARMEL-BY-THE-SEA
FEE COMPARISON REPORT
FY 2023

REF #: S-061		TITLE: NEW BENCH LOCATION	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$964 per application plus the actual cost of the bench and plaque (plus 20% for future maintenance) plus \$1,325 if a public hearing is required.		\$960 per application plus the actual cost of the bench and plaque (plus 20% for future maintenance) plus \$2,005 if a public hearing is required.	
REF #: S-062		TITLE: ADOPTION OF EXISTING BENCH	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$313 per application plus the actual cost of the bench and plaque (plus 20% for future maintenance) plus \$580 if a public hearing is required.		\$380 per application plus the actual cost of the bench and plaque (plus 20% for future maintenance) plus \$940 if a public hearing is required.	
REF #: S-063		TITLE: REPLACEMENT OF BENCH PLAQUE	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$406 per application plus the actual cost of the plaque plus \$380 if a public hearing is required.		\$490 per application plus the actual cost of the plaque plus \$530 if a public hearing is required.	
REF #: S-069		TITLE: TEMPORARY ENCROACHMENT PERMIT	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$219 per permit		\$345 per permit	
REF #: S-070		TITLE: PERMANENT ENCROACHMENT PERMIT	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
Street Excavation - \$766 per permit plus \$4.25 per lineal foot Other - \$432 per permit plus \$2.13 per lineal foot		Street Excavation - \$800 per permit plus \$8.75 per lineal foot Other - \$475 per permit plus \$8.75 per lineal foot	
Plus cost of damage to public right-of-way or street as determined by the Public Works Director.		Plus cost of damage to public right-of-way or street as determined by the Public Works Director.	
REF #: S-070A		TITLE: TRAFFIC CONTROL PLAN REVIEW/INSPECT	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$370 per review plus \$210 per each additional review		\$675 per review plus \$405 per each additional review	

**CITY OF CARMEL-BY-THE-SEA
FEE COMPARISON REPORT
FY 2023**

REF #: S-072		TITLE: TREE REMOVAL PERMIT	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$255 per permit		\$1,330 per permit	
REF #: S-072A		TITLE: TREE PRUNING REQUEST	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$255 per permit		\$795 per permit	
REF #: S-072C		TITLE: TREE APPEAL TO FOREST & BEACH COMM	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$1,485 per appeal plus actual outside costs		\$2,695 per appeal plus actual outside costs	
REF #: S-072D		TITLE: TREE APPEAL TO CITY COUNCIL	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$1,485 per appeal plus actual outside costs		\$2,415 per appeal plus actual outside cost	
REF #: S-073		TITLE: PRIVATE TREE FALL IN PUBLIC R-O-W	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
Charge the fully allocated hourly rate for all personnel involved plus any outside costs		Charge the fully allocated hourly rate for all personnel involved plus any outside costs	
REF #: S-074		TITLE: DAMAGE TO CITY PROPERTY	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
Charge the fully allocated hourly rate for all personnel involved plus any outside costs.		Charge the fully allocated hourly rate for all personnel involved plus any outside costs.	

APPENDIX B

REVENUE AND COST SUMMARY WORKSHEETS Matched With COST DETAIL WORKSHEETS

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
FY 2023

SERVICE TRACK 1 DESIGN REVIEW/STUDY - MINOR		REFERENCE NO. S-001	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of Track 1 Design Review/Study - Minor (Resid. & Commercial) by staff for compliance with City codes and guidelines including, but not limited to, landscaping, exterior lighting, skylights, awnings, display cases, fences/walls, trellis, and arbor.			
CURRENT FEE STRUCTURE \$448 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$448.00	TOTAL REVENUE:	\$35,840
UNIT COST:	\$691.33	TOTAL COST:	\$55,306
UNIT PROFIT (SUBSIDY):	\$(243.33)	TOTAL PROFIT (SUBSIDY):	\$(19,466)
TOTAL UNITS:	80	PCT. COST RECOVERY:	64.80%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$690 per application			

CITY OF CARMEL-BY-THE-SEA
COST DETAIL WORKSHEET
FY 2023

Attachment 3

SERVICE TRACK 1 DESIGN REVIEW/STUDY - MINOR				REFERENCE NO. S-001		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 80		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.50	\$44.42	80	\$3,554
PLANNING	PROJECT PLANNER		4.25	\$563.59	80	\$45,087
PLANNING	PLAN & BLDG SVCS DIRECTOR		0.08	\$19.46	80	\$1,557
PW-ENVIRON. COMPLIA	ENVIRON. COMPLIANCE MANAG		0.17	\$24.95	80	\$1,996
PW-FOREST & BEACH	CITY FORESTER		0.17	\$38.90	80	\$3,112
		TYPE SUBTOTAL	5.17	\$691.32		\$55,306
		TOTALS	5.17	\$691.33		\$55,306

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
FY 2023

SERVICE TRACK 1 DESIGN REVIEW/STUDY - MAJOR		REFERENCE NO. S-002	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of Track 1 Design Review/Study - Major (Residential & Commercial) by staff for compliance with City codes and guidelines including, but not limited to, minor commercial facade remodels, additions less than 10% of the existing floor area.			
CURRENT FEE STRUCTURE \$813 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$813.00	TOTAL REVENUE:	\$27,642
UNIT COST:	\$992.38	TOTAL COST:	\$33,741
UNIT PROFIT (SUBSIDY):	\$(179.38)	TOTAL PROFIT (SUBSIDY):	\$(6,099)
TOTAL UNITS:	34	PCT. COST RECOVERY:	81.92%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$990 per application			

CITY OF CARMEL-BY-THE-SEA
COST DETAIL WORKSHEET
FY 2023

Attachment 3

SERVICE TRACK 1 DESIGN REVIEW/STUDY - MAJOR				REFERENCE NO. S-002		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 34		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.50	\$44.42	34	\$1,510
PLANNING	PROJECT PLANNER		5.75	\$762.51	34	\$25,925
PLANNING	PLAN & BLDG SVCS DIRECTOR		0.50	\$121.60	34	\$4,134
PW-ENVIRON. COMPLIA	ENVIRON. COMPLIANCE MANAG		0.17	\$24.95	34	\$848
PW-FOREST & BEACH	CITY FORESTER		0.17	\$38.90	34	\$1,323
		TYPE SUBTOTAL	7.09	\$992.38		\$33,741
		TOTALS	7.09	\$992.38		\$33,741

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE TRACK 1 DESIGN REV/STUDY-STREAMLINE		REFERENCE NO. S-002A	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of Track 1 Design Review/Study - Streamlined Review by staff for compliance with City codes and guidelines including, but not limited to, one of the following: front yard fencing, fire pits/BBQ's, hot tubs, exterior lighting, in-kind window replace			
CURRENT FEE STRUCTURE \$203 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$203.00		TOTAL REVENUE: \$203	
UNIT COST: \$353.00		TOTAL COST: \$353	
UNIT PROFIT (SUBSIDY): \$(150.00)		TOTAL PROFIT (SUBSIDY): \$(150)	
TOTAL UNITS: 1		PCT. COST RECOVERY: 57.51%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$355 per application			

CITY OF CARMEL-BY-THE-SEA
COST DETAIL WORKSHEET
FY 2023

Attachment 3

SERVICE TRACK 1 DESIGN REV/STUDY-STREAMLINE				REFERENCE NO. S-002A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.50	\$44.42	1	\$44
PLANNING	PROJECT PLANNER		2.33	\$308.98	1	\$309
TYPE SUBTOTAL			2.83	\$353.40		\$353
TOTALS			2.83	\$353.00		\$353

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
FY 2023

SERVICE TREE EVALUATION		REFERENCE NO. S-002B	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Performance of a tree evaluation by the City Forester in conjunction with a Track 1 Design Review/Study project to determine significance.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$388.00	TOTAL COST:	\$388
UNIT PROFIT (SUBSIDY):	\$(388.00)	TOTAL PROFIT (SUBSIDY):	\$(388)
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$390 per application			

CITY OF CARMEL-BY-THE-SEA
COST DETAIL WORKSHEET
FY 2023

Attachment 3

SERVICE TREE EVALUATION				REFERENCE NO. S-002B		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.50	\$44.42	1	\$44
PW-FOREST & BEACH	CITY FORESTER		1.50	\$343.28	1	\$343
		TYPE SUBTOTAL	2.00	\$387.70		\$388
		TOTALS	2.00	\$388.00		\$388

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE PLANNING COMMISSION REFERRAL		REFERENCE NO. S-003	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Staff referral of the review of a proposed application to the Planning Commission for compliance with City codes and guidelines.			
CURRENT FEE STRUCTURE \$1,120 per application in addition to the base application fee			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,120.00	TOTAL REVENUE:	\$11,200
UNIT COST:	\$1,783.10	TOTAL COST:	\$17,831
UNIT PROFIT (SUBSIDY):	\$(663.10)	TOTAL PROFIT (SUBSIDY):	\$(6,631)
TOTAL UNITS:	10	PCT. COST RECOVERY:	62.81%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,785 per application in addition to the base application fee			

CITY OF CARMEL-BY-THE-SEA
COST DETAIL WORKSHEET
FY 2023

Attachment 3

SERVICE PLANNING COMMISSION REFERRAL				REFERENCE NO. S-003		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 10		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		3.00	\$266.52	10	\$2,665
PLANNING	PROJECT PLANNER		8.08	\$1,071.49	10	\$10,715
PLANNING	PLAN & BLDG SVCS DIRECTOR		1.83	\$445.06	10	\$4,451
		TYPE SUBTOTAL	12.91	\$1,783.07		\$17,831
		TOTALS	12.91	\$1,783.10		\$17,831

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
FY 2023

SERVICE HISTORIC RESOURCES BOARD REFERRAL		REFERENCE NO. S-003A	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Staff referral of the review of minor modifications to a historic resource to the Historic Resources Board for compliance with City codes and guidelines.			
CURRENT FEE STRUCTURE \$1,120 per application in addition to the base application fee			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$1,120.00		TOTAL REVENUE: \$1,120	
UNIT COST: \$1,783.00		TOTAL COST: \$1,783	
UNIT PROFIT (SUBSIDY): <u>\$(663.00)</u>		TOTAL PROFIT (SUBSIDY): <u>\$(663)</u>	
TOTAL UNITS: 1		PCT. COST RECOVERY: 62.82%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,785 per application in addition to the base application fee			

CITY OF CARMEL-BY-THE-SEA
COST DETAIL WORKSHEET
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SERVICE HISTORIC RESOURCES BOARD REFERRAL				REFERENCE NO. S-003A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ADMIN COORDINATOR		3.00	\$266.52	1	\$267
PLANNING	PROJECT PLANNER		8.08	\$1,071.49	1	\$1,071
PLANNING	PLAN & BLDG SVCS DIRECTOR		1.83	\$445.06	1	\$445
TYPE SUBTOTAL			12.91	\$1,783.07		\$1,783
TOTALS			12.91	\$1,783.00		\$1,783

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
FY 2023

SERVICE TRACK 2 DESIGN REVIEW - MINOR		REFERENCE NO. S-004	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Business	
DESCRIPTION OF SERVICE Review by the Planning Commission including substantial residential remodel, full comm facade remodel, substantial change to site layout, installation of telecomm equipment, alteration of less than 10% of an existing courtyard/intra-block walkway.			
CURRENT FEE STRUCTURE \$2,360 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$2,360.00	TOTAL REVENUE:	\$89,680
UNIT COST:	\$3,911.24	TOTAL COST:	\$148,627
UNIT PROFIT (SUBSIDY):	\$(1,551.24)	TOTAL PROFIT (SUBSIDY):	\$(58,947)
TOTAL UNITS:	38	PCT. COST RECOVERY:	60.34%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$3,910 per application			

CITY OF CARMEL-BY-THE-SEA
COST DETAIL WORKSHEET
FY 2023

Attachment 3

SERVICE TRACK 2 DESIGN REVIEW - MINOR				REFERENCE NO. S-004		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 38		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		3.33	\$295.84	38	\$11,242
PLANNING	PROJECT PLANNER		16.17	\$2,144.30	38	\$81,483
PLANNING	PLAN & BLDG SVCS DIRECTOR		2.33	\$566.66	38	\$21,533
PUBLIC WORKS ADMIN	DIRECTOR OF PUBLIC WORKS		2.50	\$685.70	38	\$26,057
PW-STREETS	PW SUPERINTENDENT		1.00	\$218.73	38	\$8,312
		TYPE SUBTOTAL	25.33	\$3,911.23		\$148,627
		TOTALS	25.33	\$3,911.24		\$148,627

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
FY 2023

SERVICE TRACK 2 DESIGN REVIEW - MAJOR		REFERENCE NO. S-005	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review by the Planning Commission for compliance with City codes and guidelines including, but not limited to, new residential dwelling and additions to residential or commercial buildings greater than 10% of the existing floor area.			
CURRENT FEE STRUCTURE \$5,392 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$5,392.00	TOTAL REVENUE:	\$140,192
UNIT COST:	\$5,936.92	TOTAL COST:	\$154,360
UNIT PROFIT (SUBSIDY):	\$(544.92)	TOTAL PROFIT (SUBSIDY):	\$(14,168)
TOTAL UNITS:	26	PCT. COST RECOVERY:	90.82%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$5,935 per application			

CITY OF CARMEL-BY-THE-SEA
COST DETAIL WORKSHEET
FY 2023

Attachment 3

SERVICE TRACK 2 DESIGN REVIEW - MAJOR				REFERENCE NO. S-005		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 26		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		4.58	\$406.89	26	\$10,579
PLANNING	PROJECT PLANNER		26.17	\$3,470.40	26	\$90,230
PLANNING	PLAN & BLDG SVCS DIRECTOR		4.75	\$1,155.20	26	\$30,035
PUBLIC WORKS ADMIN	DIRECTOR OF PUBLIC WORKS		2.50	\$685.70	26	\$17,828
PW-STREETS	PW SUPERINTENDENT		1.00	\$218.73	26	\$5,687
		TYPE SUBTOTAL	39.00	\$5,936.92		\$154,360
		TOTALS	39.00	\$5,936.92		\$154,360

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
FY 2023

SERVICE TRACK 2 DESIGN REV - MAJOR NEW COMM		REFERENCE NO. S-005A	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Business	
DESCRIPTION OF SERVICE Review of Track 2 Design Review - Major by the Planning Commission for compliance with City codes and guidelines for new commercial buildings.			
CURRENT FEE STRUCTURE \$2,438 per application plus a deposit determined by staff with charges at the fully allocated hourly rates for Project Planner.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$2,438.00	TOTAL REVENUE:	\$2,438
UNIT COST:	\$2,831.00	TOTAL COST:	\$2,831
UNIT PROFIT (SUBSIDY):	\$(393.00)	TOTAL PROFIT (SUBSIDY):	\$(393)
TOTAL UNITS:	1	PCT. COST RECOVERY:	86.12%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$2,830 per application plus a deposit determined by staff with charges at the fully allocated hourly rates for Project Planner.			

CITY OF CARMEL-BY-THE-SEA
COST DETAIL WORKSHEET
FY 2023

Attachment 3

SERVICE TRACK 2 DESIGN REV - MAJOR NEW COMM				REFERENCE NO. S-005A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		4.58	\$406.89	1	\$407
PLANNING	PROJECT PLANNER	Actual Costs	0.00	\$0.00	1	\$0
PLANNING	PLAN & BLDG SVCS DIRECTOR		6.25	\$1,520.00	1	\$1,520
PUBLIC WORKS ADMIN	DIRECTOR OF PUBLIC WORKS		2.50	\$685.70	1	\$686
PW-STREETS	PW SUPERINTENDENT		1.00	\$218.73	1	\$219
		TYPE SUBTOTAL	14.33	\$2,831.32		\$2,831
TOTALS			14.33	\$2,831.00		\$2,831

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
FY 2023

SERVICE PRELIMINARY SITE ASSESSMENT		REFERENCE NO. S-006	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Prior to a Track 2 application, a site and tree review to determine the feasibility of the project within City planning standards.			
CURRENT FEE STRUCTURE \$1,183 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,183.00	TOTAL REVENUE:	\$75,712
UNIT COST:	\$1,493.30	TOTAL COST:	\$95,571
UNIT PROFIT (SUBSIDY):	\$(310.30)	TOTAL PROFIT (SUBSIDY):	\$(19,859)
TOTAL UNITS:	64	PCT. COST RECOVERY:	79.22%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,495 per application			

CITY OF CARMEL-BY-THE-SEA
COST DETAIL WORKSHEET
FY 2023

Attachment 3

SERVICE PRELIMINARY SITE ASSESSMENT				REFERENCE NO. S-006		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 64		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.50	\$44.42	64	\$2,843
PLANNING	PROJECT PLANNER		4.08	\$541.05	64	\$34,627
PLANNING	PLAN & BLDG SVCS DIRECTOR		0.08	\$19.46	64	\$1,245
PUBLIC WORKS ADMIN	DIRECTOR OF PUBLIC WORKS		0.50	\$137.14	64	\$8,777
PW-ENVIRON. COMPLIA	ENVIRON. COMPLIANCE MANAG		2.00	\$293.52	64	\$18,785
PW-FOREST & BEACH	CITY FORESTER		2.00	\$457.70	64	\$29,293
TYPE SUBTOTAL			9.16	\$1,493.29		\$95,571
TOTALS			9.16	\$1,493.30		\$95,571

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
FY 2023

SERVICE REASONABLE ACCOMODATION - STAFF		REFERENCE NO. S-007	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a request for reasonable accommodations (residential) in land use, zoning and building regulations, policies, practices and procedures to provide individuals with disabilities equal access to housing.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$196.50	TOTAL COST:	\$786
UNIT PROFIT (SUBSIDY):	\$(196.50)	TOTAL PROFIT (SUBSIDY):	\$(786)
TOTAL UNITS:	4	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$195 per application			

Attachment 3

May 24, 2023

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE VOLUMETRIC ANALYSIS		REFERENCE NO. S-008	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE PROJECT	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a residential projects total proposed volume for compliance with City codes and guidelines.			
CURRENT FEE STRUCTURE \$135 per application plus \$1,500 deposit with charges at the fully allocated hourly rates plus any outside costs.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$135.00	TOTAL REVENUE:	\$6,075
UNIT COST:	\$132.29	TOTAL COST:	\$5,953
UNIT PROFIT (SUBSIDY):	\$2.71	TOTAL PROFIT (SUBSIDY):	\$122
TOTAL UNITS:	45	PCT. COST RECOVERY:	102.05%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$135 per application plus \$1,500 deposit with charges at the fully allocated hourly rates plus any outside costs.			

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SERVICE VOLUMETRIC ANALYSIS				REFERENCE NO. S-008		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 45		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.25	\$22.21	45	\$999
PLANNING	PROJECT PLANNER	Plus Actual Costs	0.83	\$110.07	45	\$4,953
		TYPE SUBTOTAL	1.08	\$132.28		\$5,953
TOTALS			1.08	\$132.29		\$5,953

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SERVICE USE PERMIT		REFERENCE NO. S-009	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a Use Permit (Residential & Commercial) by the Planning Commission for compliance with City codes and guidelines.			
CURRENT FEE STRUCTURE \$2,730 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$2,730.00		TOTAL REVENUE: \$51,870	
UNIT COST: \$3,061.42		TOTAL COST: \$58,167	
UNIT PROFIT (SUBSIDY): <u>\$(331.42)</u>		TOTAL PROFIT (SUBSIDY): <u>\$(6,297)</u>	
TOTAL UNITS: 19		PCT. COST RECOVERY: 89.17%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$3,060 per application			

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SERVICE USE PERMIT				REFERENCE NO. S-009		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 19		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		3.33	\$295.84	19	\$5,621
PLANNING	PROJECT PLANNER		15.50	\$2,055.46	19	\$39,054
PLANNING	PLAN & BLDG SVCS DIRECTOR		2.92	\$710.14	19	\$13,493
		TYPE SUBTOTAL	21.75	\$3,061.44		\$58,167
TOTALS			21.75	\$3,061.42		\$58,167

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SERVICE USE PERMIT AMENDMENT		REFERENCE NO. S-011	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of an amendment to an approved Use Permit by the Planning Commission for compliance with City codes and guidelines.			
CURRENT FEE STRUCTURE \$1,818 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$1,818.00		TOTAL REVENUE: \$1,818	
UNIT COST: \$2,763.00		TOTAL COST: \$2,763	
UNIT PROFIT (SUBSIDY): <u>\$ (945.00)</u>		TOTAL PROFIT (SUBSIDY): <u>\$ (945)</u>	
TOTAL UNITS: 1		PCT. COST RECOVERY: 65.80%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$2,765 per application			

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SERVICE USE PERMIT AMENDMENT				REFERENCE NO. S-011		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		3.33	\$295.84	1	\$296
PLANNING	PROJECT PLANNER		13.25	\$1,757.08	1	\$1,757
PLANNING	PLAN & BLDG SVCS DIRECTOR		2.92	\$710.14	1	\$710
		TYPE SUBTOTAL	19.50	\$2,763.06		\$2,763
		TOTALS	19.50	\$2,763.00		\$2,763

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SERVICE TEMPORARY USE PERMIT		REFERENCE NO. S-012	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Review of a Temporary Use Permit for temporary events to ensure compliance with City codes and guidelines.			
CURRENT FEE STRUCTURE \$365 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$365.00	TOTAL REVENUE:	\$365
UNIT COST:	\$165.00	TOTAL COST:	\$165
UNIT PROFIT (SUBSIDY):	\$200.00	TOTAL PROFIT (SUBSIDY):	\$200
TOTAL UNITS:	1	PCT. COST RECOVERY:	221.21%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$165 per application Plus Planning Commission Referral fee if a Planning Commission review is needed.			

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SERVICE TEMPORARY USE PERMIT				REFERENCE NO. S-012		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.25	\$22.21	1	\$22
PLANNING	PLAN & BLDG SVCS DIRECTOR		0.42	\$102.14	1	\$102
CODE ENFORCEMENT	CODE COMPLIANCE COORD.		0.33	\$40.57	1	\$41
TYPE SUBTOTAL			1.00	\$164.92		\$165
TOTALS			1.00	\$165.00		\$165

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SERVICE RESTRICTED COMM USE TRANSFER REQ		REFERENCE NO. S-013	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Review of a request to relocate an established restricted commercial use by staff for compliance with City codes and guidelines.			
CURRENT FEE STRUCTURE \$521 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$521.00	TOTAL REVENUE:	\$521
UNIT COST:	\$565.00	TOTAL COST:	\$565
UNIT PROFIT (SUBSIDY):	\$(44.00)	TOTAL PROFIT (SUBSIDY):	\$(44)
TOTAL UNITS:	1	PCT. COST RECOVERY:	92.21%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$565 per application			

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SERVICE RESTRICTED COMM USE TRANSFER REQ				REFERENCE NO. S-013		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.42	\$37.31	1	\$37
PLANNING	PROJECT PLANNER		3.83	\$507.90	1	\$508
PLANNING	PLAN & BLDG SVCS DIRECTOR		0.08	\$19.46	1	\$19
		TYPE SUBTOTAL	4.33	\$564.67		\$565
		TOTALS	4.33	\$565.00		\$565

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SERVICE WATER CREDIT TRANSFER REQUEST		REFERENCE NO. S-014	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident	
DESCRIPTION OF SERVICE Review of a request to transfer water credits by the City Council for compliance with City codes and guidelines.			
CURRENT FEE STRUCTURE \$3,663 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$3,663.00	TOTAL REVENUE:	\$3,663
UNIT COST:	\$3,102.00	TOTAL COST:	\$3,102
UNIT PROFIT (SUBSIDY):	\$561.00	TOTAL PROFIT (SUBSIDY):	\$561
TOTAL UNITS:	1	PCT. COST RECOVERY:	118.09%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$3,100 per application			

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SERVICE WATER CREDIT TRANSFER REQUEST				REFERENCE NO. S-014		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		2.92	\$259.41	1	\$259
PLANNING	PROJECT PLANNER		16.08	\$2,132.37	1	\$2,132
PLANNING	PLAN & BLDG SVCS DIRECTOR		2.92	\$710.14	1	\$710
TYPE SUBTOTAL			21.92	\$3,101.92		\$3,102
TOTALS			21.92	\$3,102.00		\$3,102

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SERVICE VARIANCE		REFERENCE NO. S-015	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a request for a Variance by the Planning Commission for compliance with City codes and guidelines.			
CURRENT FEE STRUCTURE \$2,235 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$2,235.00	TOTAL REVENUE:	\$2,235
UNIT COST:	\$1,791.00	TOTAL COST:	\$1,791
UNIT PROFIT (SUBSIDY):	<u>\$444.00</u>	TOTAL PROFIT (SUBSIDY):	<u>\$444</u>
TOTAL UNITS:	1	PCT. COST RECOVERY:	124.79%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,790 per application			

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SERVICE VARIANCE				REFERENCE NO. S-015		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ADMIN COORDINATOR		0.17	\$15.10	1	\$15
PLANNING	PROJECT PLANNER		7.58	\$1,005.18	1	\$1,005
PLANNING	PLAN & BLDG SVCS DIRECTOR		3.17	\$770.94	1	\$771
		TYPE SUBTOTAL	10.92	\$1,791.22		\$1,791
		TOTALS	10.92	\$1,791.00		\$1,791

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SERVICE PRE-APPLICATION REVIEW - STAFF		REFERENCE NO. S-017	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE REQUEST	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a request for a preliminary review of a proposed project by staff.			
CURRENT FEE STRUCTURE \$1,683 per application with 50% of this fee credited towards future planning fees for this project.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,683.00	TOTAL REVENUE:	\$1,683
UNIT COST:	\$1,364.00	TOTAL COST:	\$1,364
UNIT PROFIT (SUBSIDY):	\$319.00	TOTAL PROFIT (SUBSIDY):	\$319
TOTAL UNITS:	1	PCT. COST RECOVERY:	123.39%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,365 per application with 50% of this fee credited towards future planning fees for this project.			

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SERVICE PRE-APPLICATION REVIEW - STAFF				REFERENCE NO. S-017		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.25	\$22.21	1	\$22
PLANNING	PROJECT PLANNER		4.17	\$552.98	1	\$553
PLANNING	PLAN & BLDG SVCS DIRECTOR		0.75	\$182.40	1	\$182
PUBLIC WORKS ADMIN	DIRECTOR OF PUBLIC WORKS		0.50	\$137.14	1	\$137
PW-ENVIRON. COMPLIA	ENVIRON. COMPLIANCE MANAG		1.25	\$183.45	1	\$183
PW-FOREST & BEACH	CITY FORESTER		1.25	\$286.06	1	\$286
TYPE SUBTOTAL			8.17	\$1,364.24		\$1,364
TOTALS			8.17	\$1,364.00		\$1,364

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SERVICE PRELIMINARY REVIEW - PLAN COMM		REFERENCE NO. S-018	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a request for a preliminary review of a proposed project by the Planning Commission.			
CURRENT FEE STRUCTURE \$3,485 per application with 50% of this fee credited towards future planning fees for this project.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$3,485.00	TOTAL REVENUE:	\$3,485
UNIT COST:	\$3,752.00	TOTAL COST:	\$3,752
UNIT PROFIT (SUBSIDY):	\$(267.00)	TOTAL PROFIT (SUBSIDY):	\$(267)
TOTAL UNITS:	1	PCT. COST RECOVERY:	92.88%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$3,750 per application with 50% of this fee credited towards future planning fees for this project.			

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SERVICE PRELIMINARY REVIEW - PLAN COMM				REFERENCE NO. S-018		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		3.33	\$295.84	1	\$296
PLANNING	PROJECT PLANNER		10.67	\$1,414.95	1	\$1,415
PLANNING	PLAN & BLDG SVCS DIRECTOR		2.33	\$566.66	1	\$567
PUBLIC WORKS ADMIN	DIRECTOR OF PUBLIC WORKS		0.50	\$137.14	1	\$137
PW-STREETS	PW SUPERINTENDENT		2.25	\$492.14	1	\$492
PW-ENVIRON. COMPLIA	ENVIRON. COMPLIANCE MANAG		2.25	\$330.21	1	\$330
PW-FOREST & BEACH	CITY FORESTER		2.25	\$514.91	1	\$515
TYPE SUBTOTAL			23.58	\$3,751.85		\$3,752
TOTALS			23.58	\$3,752.00		\$3,752

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SERVICE COASTAL DEV. PERMIT - DEVELOPMENT		REFERENCE NO. S-019	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a Coastal Development Permit for any development in the coastal zone. No fee to be charged when processed concurrently with another discretionary permit application.			
CURRENT FEE STRUCTURE \$135 per application - Added to other Planning fees			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$135.00	TOTAL REVENUE:	\$8,640
UNIT COST:	\$177.03	TOTAL COST:	\$11,330
UNIT PROFIT (SUBSIDY):	\$(42.03)	TOTAL PROFIT (SUBSIDY):	\$(2,690)
TOTAL UNITS:	64	PCT. COST RECOVERY:	76.26%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$175 per application - Added to other Planning fees			

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SERVICE COASTAL DEV. PERMIT - EVENT		REFERENCE NO. S-019A	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Business/Comm. Group	
DESCRIPTION OF SERVICE Review of a Coastal Development Permit for any event in the coastal zone. No fee to be charged when processed concurrently with another discretionary permit application.			
CURRENT FEE STRUCTURE \$1,417 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,417.00	TOTAL REVENUE:	\$7,085
UNIT COST:	\$740.60	TOTAL COST:	\$3,703
UNIT PROFIT (SUBSIDY):	\$676.40	TOTAL PROFIT (SUBSIDY):	\$3,382
TOTAL UNITS:	5	PCT. COST RECOVERY:	191.33%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$740 per application			

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SERVICE COASTAL DEV. PERMIT - EVENT				REFERENCE NO. S-019A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 5		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.50	\$44.42	5	\$222
PLANNING	PROJECT PLANNER		5.25	\$696.20	5	\$3,481
		TYPE SUBTOTAL	5.75	\$740.62		\$3,703
		TOTALS	5.75	\$740.60		\$3,703

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SERVICE SPECIFIC PLAN		REFERENCE NO. S-020	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Review of a developer-initiated specific plan for compliance with City codes and standards.			
CURRENT FEE STRUCTURE \$5,210 deposit with charges at the fully allocated hourly rates plus outside costs.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$0.00		TOTAL REVENUE: \$0	
UNIT COST: \$588.00		TOTAL COST: \$588	
UNIT PROFIT (SUBSIDY): \$(588.00)		TOTAL PROFIT (SUBSIDY): \$(588)	
TOTAL UNITS: 1		PCT. COST RECOVERY: 0.00%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$5,000 deposit with charges at the fully allocated hourly rates plus outside costs.			

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SERVICE SPECIFIC PLAN				REFERENCE NO. S-020		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.92	\$81.73	1	\$82
PLANNING	PROJECT PLANNER	Actual Costs	0.00	\$0.00	1	\$0
PLANNING	PLAN & BLDG SVCS DIRECTOR		2.08	\$505.86	1	\$506
		TYPE SUBTOTAL	3.00	\$587.59		\$588
TOTALS			3.00	\$588.00		\$588

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SERVICE SPECIFIC PLAN AMENDMENT		REFERENCE NO. S-021	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Review of a developer-initiated specific plan amendment for compliance with City codes and standards.			
CURRENT FEE STRUCTURE \$5,210 deposit with charges at the fully allocated hourly rates plus outside costs.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$0.00		TOTAL REVENUE: \$0	
UNIT COST: \$588.00		TOTAL COST: \$588	
UNIT PROFIT (SUBSIDY): \$(588.00)		TOTAL PROFIT (SUBSIDY): \$(588)	
TOTAL UNITS: 1		PCT. COST RECOVERY: 0.00%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$5,000 deposit with charges at the fully allocated hourly rates plus outside costs.			

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SERVICE SPECIFIC PLAN AMENDMENT				REFERENCE NO. S-021		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ADMIN COORDINATOR		0.92	\$81.73	1	\$82
PLANNING	PROJECT PLANNER	Actual Costs	0.00	\$0.00	1	\$0
PLANNING	PLAN & BLDG SVCS DIRECTOR		2.08	\$505.86	1	\$506
		TYPE SUBTOTAL	3.00	\$587.59		\$588
		TOTALS	3.00	\$588.00		\$588

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SERVICE GENERAL PLAN AMENDMENT		REFERENCE NO. S-022	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Review of a developer-initiated general plan amendment for compliance with City codes and standards.			
CURRENT FEE STRUCTURE \$5,210 deposit with charges at the fully allocated hourly rates plus outside costs.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$0.00		TOTAL REVENUE: \$0	
UNIT COST: \$588.00		TOTAL COST: \$588	
UNIT PROFIT (SUBSIDY): \$(588.00)		TOTAL PROFIT (SUBSIDY): \$(588)	
TOTAL UNITS: 1		PCT. COST RECOVERY: 0.00%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$5,000 deposit with charges at the fully allocated hourly rates plus outside costs.			

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SERVICE SPHERE OF INFLUENCE AMENDMENT		REFERENCE NO. S-023	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Review of a developer-initiated sphere of influence amendment for compliance with City codes and standards.			
CURRENT FEE STRUCTURE \$5,210 deposit with charges at the fully allocated hourly rates plus outside costs.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$588.00	TOTAL COST:	\$588
UNIT PROFIT (SUBSIDY):	\$(588.00)	TOTAL PROFIT (SUBSIDY):	\$(588)
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$5,000 deposit with charges at the fully allocated hourly rates plus outside costs.			

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SERVICE ZONING CODE AMENDMENT		REFERENCE NO. S-024	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Review of a developer-initiated zoning code amendment for compliance with City codes and standards.			
CURRENT FEE STRUCTURE \$5,210 deposit with charges at the fully allocated hourly rates plus outside costs.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$588.00	TOTAL COST:	\$588
UNIT PROFIT (SUBSIDY):	\$(588.00)	TOTAL PROFIT (SUBSIDY):	\$(588)
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$5,000 deposit with charges at the fully allocated hourly rates plus outside costs.			

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SERVICE ZONING CODE AMENDMENT				REFERENCE NO. S-024		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ADMIN COORDINATOR		0.92	\$81.73	1	\$82
PLANNING	PROJECT PLANNER	Actual Costs	0.00	\$0.00	1	\$0
PLANNING	PLAN & BLDG SVCS DIRECTOR		2.08	\$505.86	1	\$506
		TYPE SUBTOTAL	3.00	\$587.59		\$588
TOTALS			3.00	\$588.00		\$588

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
FY 2023

SERVICE ANNEXATION		REFERENCE NO. S-025	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Non-Resident	
DESCRIPTION OF SERVICE Review of a proposed annexation into the City.			
CURRENT FEE STRUCTURE \$10,420 deposit with charges at the fully allocated hourly rates plus outside costs.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$588.00	TOTAL COST:	\$588
UNIT PROFIT (SUBSIDY):	\$(588.00)	TOTAL PROFIT (SUBSIDY):	\$(588)
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$10,000 deposit with charges at the fully allocated hourly rates plus outside costs.			

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CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE DEVELOPMENT AGREEMENT		REFERENCE NO. S-026	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE AGREEMENT	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Review of a proposed development agreement.			
CURRENT FEE STRUCTURE \$10,420 deposit with charges at the fully allocated hourly rates plus outside costs.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$588.00	TOTAL COST:	\$588
UNIT PROFIT (SUBSIDY):	\$(588.00)	TOTAL PROFIT (SUBSIDY):	\$(588)
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$10,000 deposit with charges at the fully allocated hourly rates plus outside costs.			

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SERVICE ENVIRONMENTAL REVIEW (IS/ND/EIR)		REFERENCE NO. S-027	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of environmental documents prepared by a qualified consultant including initial studies, negative declarations, mitigated negative decs, and environmental impact reports for compliance with City codes and the California Environmental Quality Act.			
CURRENT FEE STRUCTURE Contract cost plus 10%			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$0.00		TOTAL REVENUE: \$0	
UNIT COST: \$154.00		TOTAL COST: \$154	
UNIT PROFIT (SUBSIDY): \$(154.00)		TOTAL PROFIT (SUBSIDY): \$(154)	
TOTAL UNITS: 1		PCT. COST RECOVERY: 0.00%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% Contract cost plus 10%			

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SERVICE ENVIRONMENTAL REVIEW (IS/ND/EIR)				REFERENCE NO. S-027		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ADMIN COORDINATOR		0.58	\$51.53	1	\$52
PLANNING	PROJECT PLANNER	Actual Costs	0.00	\$0.00	1	\$0
PLANNING	PLAN & BLDG SVCS DIRECTOR		0.42	\$102.14	1	\$102
		TYPE SUBTOTAL	1.00	\$153.67		\$154
		TOTALS	1.00	\$154.00		\$154

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
FY 2023

SERVICE ENVIRONMENTAL NOTICE OF EXEMPTION		REFERENCE NO. S-028	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Preparation and filing of a Notice of Exemption for projects deemed categorically exempt from the California Environmental Quality Act.			
CURRENT FEE STRUCTURE \$156 per application plus County fees			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$156.00		TOTAL REVENUE: \$156	
UNIT COST: \$496.00		TOTAL COST: \$496	
UNIT PROFIT (SUBSIDY): \$(340.00)		TOTAL PROFIT (SUBSIDY): \$(340)	
TOTAL UNITS: 1		PCT. COST RECOVERY: 31.45%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$495 per application plus County fees			

CITY OF CARMEL-BY-THE-SEA
COST DETAIL WORKSHEET
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SERVICE ENVIRONMENTAL NOTICE OF EXEMPTION				REFERENCE NO. S-028		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.42	\$37.31	1	\$37
PLANNING	PROJECT PLANNER	Plus County Fee	3.00	\$397.83	1	\$398
PLANNING	PLAN & BLDG SVCS DIRECTOR		0.25	\$60.80	1	\$61
		TYPE SUBTOTAL	3.67	\$495.94		\$496
TOTALS			3.67	\$496.00		\$496

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
FY 2023

SERVICE MITIGATION MONITORING		REFERENCE NO. S-029	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE PROJECT	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Implementation and monitoring of environmental impact mitigation in accordance with the California Environmental Quality Act.			
CURRENT FEE STRUCTURE \$3,126 deposit with charges at the fully allocated hourly rates plus outside costs.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$0.00		TOTAL REVENUE: \$0	
UNIT COST: \$688.00		TOTAL COST: \$688	
UNIT PROFIT (SUBSIDY): \$(688.00)		TOTAL PROFIT (SUBSIDY): \$(688)	
TOTAL UNITS: 1		PCT. COST RECOVERY: 0.00%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$3,000 deposit with charges at the fully allocated hourly rates plus outside costs.			

CITY OF CARMEL-BY-THE-SEA
COST DETAIL WORKSHEET
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SERVICE MITIGATION MONITORING				REFERENCE NO. S-029		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	PROJECT PLANNER	Actual Costs	0.00	\$0.00	1	\$0
PLANNING	PLAN & BLDG SVCS DIRECTOR		2.83	\$688.26	1	\$688
		TYPE SUBTOTAL	2.83	\$688.26		\$688
TOTALS			2.83	\$688.00		\$688

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE TENTATIVE/FINAL MAP		REFERENCE NO. S-030	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE MAP	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Review of a tentative and/or final map creating more than two lots by staff for compliance with City codes, guidelines and the Subdivision Map Act.			
CURRENT FEE STRUCTURE \$4,168 deposit with charges at the fully allocated hourly rates plus any outside costs.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$1,200.00		TOTAL REVENUE: \$1,200	
UNIT COST: \$1,212.00		TOTAL COST: \$1,212	
UNIT PROFIT (SUBSIDY): \$(12.00)		TOTAL PROFIT (SUBSIDY): \$(12)	
TOTAL UNITS: 1		PCT. COST RECOVERY: 99.01%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$4,000 deposit with charges at the fully allocated hourly rates plus any outside costs.			

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REVENUE AND COST SUMMARY WORKSHEET
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SERVICE AMENDED FINAL MAP		REFERENCE NO. S-031	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE MAP	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Review of an amendment to an approved final map for compliance with City codes, guidelines and the Subdivision Map Act.			
CURRENT FEE STRUCTURE \$1,042 deposit with charges at the fully allocated hourly rates plus any outside costs.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$900.00	TOTAL REVENUE:	\$900
UNIT COST:	\$905.00	TOTAL COST:	\$905
UNIT PROFIT (SUBSIDY):	\$(5.00)	TOTAL PROFIT (SUBSIDY):	\$(5)
TOTAL UNITS:	1	PCT. COST RECOVERY:	99.45%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,000 deposit with charges at the fully allocated hourly rates plus any outside costs.			

CITY OF CARMEL-BY-THE-SEA
COST DETAIL WORKSHEET
FY 2023

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SERVICE AMENDED FINAL MAP				REFERENCE NO. S-031		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.42	\$37.31	1	\$37
PLANNING	PROJECT PLANNER		4.25	\$563.59	1	\$564
PLANNING	PLAN & BLDG SVCS DIRECTOR		1.25	\$304.00	1	\$304
TYPE SUBTOTAL			5.92	\$904.90		\$905
TOTALS			5.92	\$905.00		\$905

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE CERTIFICATE OF COMPLIANCE		REFERENCE NO. S-032	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE Request for a Certificate of Compliance prepared by staff in accordance with City codes, guidelines and the Subdivision Map Act.			
CURRENT FEE STRUCTURE \$610 per application plus actual contract cost			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$610.00		TOTAL REVENUE: \$610	
UNIT COST: \$752.00		TOTAL COST: \$752	
UNIT PROFIT (SUBSIDY): \$(142.00)		TOTAL PROFIT (SUBSIDY): \$(142)	
TOTAL UNITS: 1		PCT. COST RECOVERY: 81.12%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$750 per application plus actual contract cost			

CITY OF CARMEL-BY-THE-SEA
COST DETAIL WORKSHEET
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SERVICE CERTIFICATE OF COMPLIANCE				REFERENCE NO. S-032		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.50	\$44.42	1	\$44
PLANNING	PROJECT PLANNER		4.42	\$586.14	1	\$586
PLANNING	PLAN & BLDG SVCS DIRECTOR		0.50	\$121.60	1	\$122
		TYPE SUBTOTAL	5.42	\$752.16		\$752
		TOTALS	5.42	\$752.00		\$752

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE LOT LINE ADJUSTMENT/SUBDIV - PC		REFERENCE NO. S-033	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a lot line adjustment or subdivision creating two lots from one lot by the Planning Commission for compliance with City codes, guidelines and the Subdivision Map Act.			
CURRENT FEE STRUCTURE \$542 per application plus actual contract cost			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$542.00		TOTAL REVENUE: \$542	
UNIT COST: \$1,056.00		TOTAL COST: \$1,056	
UNIT PROFIT (SUBSIDY): \$(514.00)		TOTAL PROFIT (SUBSIDY): \$(514)	
TOTAL UNITS: 1		PCT. COST RECOVERY: 51.33%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,055 per application plus actual contract cost			

CITY OF CARMEL-BY-THE-SEA
COST DETAIL WORKSHEET
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SERVICE LOT LINE ADJUSTMENT/SUBDIV - PC				REFERENCE NO. S-033		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.50	\$44.42	1	\$44
PLANNING	PROJECT PLANNER		6.25	\$828.81	1	\$829
PLANNING	PLAN & BLDG SVCS DIRECTOR		0.75	\$182.40	1	\$182
TYPE SUBTOTAL			7.50	\$1,055.63		\$1,056
TOTALS			7.50	\$1,056.00		\$1,056

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE LOT MERGER - STAFF REVIEW		REFERENCE NO. S-034	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a property owner request to consolidate lots and/or lot fragments or merge small lots into larger lots by staff for compliance with City codes, guidelines and the Subdivision Map Act.			
CURRENT FEE STRUCTURE \$938 per application plus actual contract cost			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$938.00		TOTAL REVENUE: \$3,752	
UNIT COST: \$854.00		TOTAL COST: \$3,416	
UNIT PROFIT (SUBSIDY): <u>\$84.00</u>		TOTAL PROFIT (SUBSIDY): <u>\$336</u>	
TOTAL UNITS: 4		PCT. COST RECOVERY: 109.84%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$855 per application plus actual contract cost			

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COST DETAIL WORKSHEET
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SERVICE LOT MERGER - STAFF REVIEW				REFERENCE NO. S-034		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 4		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.50	\$44.42	4	\$178
PLANNING	PROJECT PLANNER		3.50	\$464.14	4	\$1,857
PLANNING	PLAN & BLDG SVCS DIRECTOR		1.42	\$345.34	4	\$1,381
		TYPE SUBTOTAL	5.42	\$853.90		\$3,416
		TOTALS	5.42	\$854.00		\$3,416

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE PRELIM (PHASE 1) HIST EVAL - STAFF		REFERENCE NO. S-035	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a property for potential historical significance by staff for compliance with City codes and regulations.			
CURRENT FEE STRUCTURE \$474 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$474.00	TOTAL REVENUE:	\$4,266
UNIT COST:	\$308.00	TOTAL COST:	\$2,772
UNIT PROFIT (SUBSIDY):	\$166.00	TOTAL PROFIT (SUBSIDY):	\$1,494
TOTAL UNITS:	9	PCT. COST RECOVERY:	153.90%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$310 per application			

CITY OF CARMEL-BY-THE-SEA
COST DETAIL WORKSHEET
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SERVICE PRELIM (PHASE 1) HIST EVAL - STAFF				REFERENCE NO. S-035		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 9		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.17	\$15.10	9	\$136
PLANNING	PROJECT PLANNER		1.75	\$232.07	9	\$2,089
PLANNING	PLAN & BLDG SVCS DIRECTOR		0.25	\$60.80	9	\$547
		TYPE SUBTOTAL	2.17	\$307.97		\$2,772
		TOTALS	2.17	\$308.00		\$2,772

CITY OF CARMEL-BY-THE-SEA
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SERVICE PHASE 1 HISTORIC EVAL - QUAL PROF		REFERENCE NO. S-035A	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a property for potential historical significance by a qualified professional for compliance with City codes and regulations.			
CURRENT FEE STRUCTURE \$271 per application plus actual cost for Historian review with \$1,500 deposit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$271.00	TOTAL REVENUE:	\$271
UNIT COST:	\$407.00	TOTAL COST:	\$407
UNIT PROFIT (SUBSIDY):	\$(136.00)	TOTAL PROFIT (SUBSIDY):	\$(136)
TOTAL UNITS:	1	PCT. COST RECOVERY:	66.58%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$405 per application plus actual cost for Historian review with \$1,500 deposit			

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COST DETAIL WORKSHEET
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SERVICE PHASE 1 HISTORIC EVAL - QUAL PROF				REFERENCE NO. S-035A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.17	\$15.10	1	\$15
PLANNING	PROJECT PLANNER	Plus Actual Costs	2.50	\$331.53	1	\$332
PLANNING	PLAN & BLDG SVCS DIRECTOR		0.25	\$60.80	1	\$61
		TYPE SUBTOTAL	2.92	\$407.43		\$407
TOTALS			2.92	\$407.00		\$407

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE PHASE 2 HIST EVAL-HRB REV OF DESIGN		REFERENCE NO. S-036	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of modifications to a historic property for consistency with the State standards for historic properties by a qualified professional followed by review of modifications to a historic property for consistency with the State standards by the HRB.			
CURRENT FEE STRUCTURE \$1,579 per application plus actual cost for Historian review with \$1,500 deposit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,579.00	TOTAL REVENUE:	\$1,579
UNIT COST:	\$2,038.00	TOTAL COST:	\$2,038
UNIT PROFIT (SUBSIDY):	\$(459.00)	TOTAL PROFIT (SUBSIDY):	\$(459)
TOTAL UNITS:	1	PCT. COST RECOVERY:	77.48%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$2,040 per application plus actual cost for Historian review with \$1,500 deposit			

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SERVICE PHASE 2 HIST EVAL-HRB REV OF DESIGN				REFERENCE NO. S-036		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		2.75	\$244.31	1	\$244
PLANNING	PROJECT PLANNER	Plus Actual Costs	9.25	\$1,226.64	1	\$1,227
PLANNING	PLAN & BLDG SVCS DIRECTOR		2.33	\$566.66	1	\$567
		TYPE SUBTOTAL	14.33	\$2,037.61		\$2,038
		TOTALS	14.33	\$2,038.00		\$2,038

CITY OF CARMEL-BY-THE-SEA
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SERVICE APPEAL TO HISTORIC RESOURCES BOARD		REFERENCE NO. S-037	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of an appeal of a historic determination made by staff or a determination of consistency with the secretary of the interior's standards made by staff to the Historic Resources Board.			
CURRENT FEE STRUCTURE \$2,120 per application plus actual cost for Historian review with \$1,500 deposit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$2,120.00	TOTAL REVENUE:	\$2,120
UNIT COST:	\$1,500.00	TOTAL COST:	\$1,500
UNIT PROFIT (SUBSIDY):	\$620.00	TOTAL PROFIT (SUBSIDY):	\$620
TOTAL UNITS:	1	PCT. COST RECOVERY:	141.33%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,500 per application plus actual cost for Historian review with \$1,500 deposit			

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SERVICE APPEAL TO HISTORIC RESOURCES BOARD				REFERENCE NO. S-037		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		3.33	\$295.84	1	\$296
PLANNING	PROJECT PLANNER		9.08	\$1,204.10	1	\$1,204
		TYPE SUBTOTAL	12.41	\$1,499.94		\$1,500
		TOTALS	12.41	\$1,500.00		\$1,500

CITY OF CARMEL-BY-THE-SEA
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SERVICE MILLS ACT CONTRACT PROCESSING		REFERENCE NO. S-038	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Review of a request for a Mills Act Contract for a historic property in accordance with City codes and State law.			
CURRENT FEE STRUCTURE \$3,584 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$3,584.00	TOTAL REVENUE:	\$3,584
UNIT COST:	\$3,429.00	TOTAL COST:	\$3,429
UNIT PROFIT (SUBSIDY):	\$155.00	TOTAL PROFIT (SUBSIDY):	\$155
TOTAL UNITS:	1	PCT. COST RECOVERY:	104.52%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$3,430 per application			

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SERVICE MILLS ACT CONTRACT PROCESSING				REFERENCE NO. S-038		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		3.08	\$273.63	1	\$274
PLANNING	PROJECT PLANNER	Plus Attorney	16.00	\$2,121.76	1	\$2,122
PLANNING	PLAN & BLDG SVCS DIRECTOR		4.25	\$1,033.60	1	\$1,034
		TYPE SUBTOTAL	23.33	\$3,428.99		\$3,429
TOTALS			23.33	\$3,429.00		\$3,429

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE PC CODE DETERMINATION		REFERENCE NO. S-039	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a request for a code determination referred by the Director to the Planning Commission.			
CURRENT FEE STRUCTURE \$1,214 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,214.00	TOTAL REVENUE:	\$4,856
UNIT COST:	\$1,739.00	TOTAL COST:	\$6,956
UNIT PROFIT (SUBSIDY):	\$(525.00)	TOTAL PROFIT (SUBSIDY):	\$(2,100)
TOTAL UNITS:	4	PCT. COST RECOVERY:	69.81%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,740 per application			

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SERVICE PC CODE DETERMINATION				REFERENCE NO. S-039		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 4		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		3.25	\$288.73	4	\$1,155
PLANNING	PROJECT PLANNER		7.58	\$1,005.18	4	\$4,021
PLANNING	PLAN & BLDG SVCS DIRECTOR		1.83	\$445.06	4	\$1,780
		TYPE SUBTOTAL	12.66	\$1,738.97		\$6,956
		TOTALS	12.66	\$1,739.00		\$6,956

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SERVICE ZONING COMPLIANCE DETERMINATION		REFERENCE NO. S-040	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a request for zoning compliance status of a property by staff.			
CURRENT FEE STRUCTURE \$573 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$573.00	TOTAL REVENUE:	\$573
UNIT COST:	\$133.00	TOTAL COST:	\$133
UNIT PROFIT (SUBSIDY):	\$440.00	TOTAL PROFIT (SUBSIDY):	\$440
TOTAL UNITS:	1	PCT. COST RECOVERY:	430.83%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Charge the fully allocated hourly rates for all personnel involved with a one hour minimum.			

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SERVICE TIME EXTENSION - STAFF		REFERENCE NO. S-041	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a request for a time extension for a planning project approved by staff.			
CURRENT FEE STRUCTURE \$313 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$313.00	TOTAL REVENUE:	\$313
UNIT COST:	\$401.00	TOTAL COST:	\$401
UNIT PROFIT (SUBSIDY):	\$(88.00)	TOTAL PROFIT (SUBSIDY):	\$(88)
TOTAL UNITS:	1	PCT. COST RECOVERY:	78.05%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$400 per application			

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SERVICE TIME EXTENSION - STAFF				REFERENCE NO. S-041		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.50	\$44.42	1	\$44
PLANNING	PROJECT PLANNER		1.92	\$254.61	1	\$255
PLANNING	PLAN & BLDG SVCS DIRECTOR		0.42	\$102.14	1	\$102
		TYPE SUBTOTAL	2.84	\$401.17		\$401
TOTALS			2.84	\$401.00		\$401

CITY OF CARMEL-BY-THE-SEA
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SERVICE TIME EXTENSION - PLAN COMM		REFERENCE NO. S-042	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a request for a time extension for a planning project approved by the Planning Commission.			
CURRENT FEE STRUCTURE \$907 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$907.00	TOTAL REVENUE:	\$907
UNIT COST:	\$1,082.00	TOTAL COST:	\$1,082
UNIT PROFIT (SUBSIDY):	\$(175.00)	TOTAL PROFIT (SUBSIDY):	\$(175)
TOTAL UNITS:	1	PCT. COST RECOVERY:	83.83%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,080 per application			

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SERVICE TIME EXTENSION - PLAN COMM				REFERENCE NO. S-042		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		2.33	\$207.00	1	\$207
PLANNING	PROJECT PLANNER		3.08	\$408.44	1	\$408
PLANNING	PLAN & BLDG SVCS DIRECTOR		1.92	\$466.94	1	\$467
TYPE SUBTOTAL			7.33	\$1,082.38		\$1,082
TOTALS			7.33	\$1,082.00		\$1,082

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SERVICE TIME EXTENSION - CITY COUNCIL		REFERENCE NO. S-042A	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a request for a time extension for a planning project approved by the City Council.			
CURRENT FEE STRUCTURE \$1,099 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,099.00	TOTAL REVENUE:	\$1,099
UNIT COST:	\$1,046.00	TOTAL COST:	\$1,046
UNIT PROFIT (SUBSIDY):	\$53.00	TOTAL PROFIT (SUBSIDY):	\$53
TOTAL UNITS:	1	PCT. COST RECOVERY:	105.07%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,045 per application			

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SERVICE TIME EXTENSION - CITY COUNCIL				REFERENCE NO. S-042A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		1.92	\$170.57	1	\$171
PLANNING	PROJECT PLANNER		3.08	\$408.44	1	\$408
PLANNING	PLAN & BLDG SVCS DIRECTOR		1.92	\$466.94	1	\$467
TYPE SUBTOTAL			6.92	\$1,045.95		\$1,046
TOTALS			6.92	\$1,046.00		\$1,046

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SERVICE PUBLIC HEARING CONTINUANCE - PC		REFERENCE NO. S-043	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE CONTINUANCE	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Request by an applicant to continue a public hearing scheduled before the Planning Commission.			
CURRENT FEE STRUCTURE \$886 per continuance			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$886.00	TOTAL REVENUE:	\$886
UNIT COST:	\$829.00	TOTAL COST:	\$829
UNIT PROFIT (SUBSIDY):	\$57.00	TOTAL PROFIT (SUBSIDY):	\$57
TOTAL UNITS:	1	PCT. COST RECOVERY:	106.88%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$830 per continuance			

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SERVICE PUBLIC HEARING CONTINUANCE - PC				REFERENCE NO. S-043		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		1.58	\$140.37	1	\$140
PLANNING	PROJECT PLANNER		2.75	\$364.68	1	\$365
PLANNING	PLAN & BLDG SVCS DIRECTOR		1.33	\$323.46	1	\$323
		TYPE SUBTOTAL	5.66	\$828.51		\$829
		TOTALS	5.66	\$829.00		\$829

CITY OF CARMEL-BY-THE-SEA
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SERVICE PUBL HEARING CONTINUANCE - COUNCIL		REFERENCE NO. S-043A	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE CONTINUANCE	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Request by an applicant to continue a public hearing scheduled before the City Council.			
CURRENT FEE STRUCTURE \$938 per continuance			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$938.00	TOTAL REVENUE:	\$938
UNIT COST:	\$837.00	TOTAL COST:	\$837
UNIT PROFIT (SUBSIDY):	\$101.00	TOTAL PROFIT (SUBSIDY):	\$101
TOTAL UNITS:	1	PCT. COST RECOVERY:	112.07%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$835 per continuance			

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SERVICE PUBL HEARING CONTINUANCE - COUNCIL				REFERENCE NO. S-043A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		1.67	\$148.36	1	\$148
PLANNING	PROJECT PLANNER		2.75	\$364.68	1	\$365
PLANNING	PLAN & BLDG SVCS DIRECTOR		1.33	\$323.46	1	\$323
		TYPE SUBTOTAL	5.75	\$836.50		\$837
		TOTALS	5.75	\$837.00		\$837

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SERVICE APPEAL TO PLANNING COMMISSION		REFERENCE NO. S-044	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of an appeal of a staff decision to the Planning Commission.			
CURRENT FEE STRUCTURE \$2,084 per appeal Appeal in the Coastal Zone - No Charge by State law			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$2,084.00	TOTAL REVENUE:	\$2,084
UNIT COST:	\$1,945.00	TOTAL COST:	\$1,945
UNIT PROFIT (SUBSIDY):	\$139.00	TOTAL PROFIT (SUBSIDY):	\$139
TOTAL UNITS:	1	PCT. COST RECOVERY:	107.15%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,945 per appeal Appeal in the Coastal Zone - No Charge by State law			

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SERVICE APPEAL TO PLANNING COMMISSION				REFERENCE NO. S-044		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		3.33	\$295.84	1	\$296
PLANNING	PROJECT PLANNER		9.08	\$1,204.10	1	\$1,204
PLANNING	PLAN & BLDG SVCS DIRECTOR		1.83	\$445.06	1	\$445
		TYPE SUBTOTAL	14.24	\$1,945.00		\$1,945
		TOTALS	14.24	\$1,945.00		\$1,945

CITY OF CARMEL-BY-THE-SEA
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SERVICE APPEAL TO CITY COUNCIL		REFERENCE NO. S-044A	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of an appeal of a Historic Resources Board decision or a Planning Commission decision to the City Council.			
CURRENT FEE STRUCTURE \$2,084 per appeal Appeal in the Coastal Zone - No Charge by State law			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$2,084.00		TOTAL REVENUE: \$2,084	
UNIT COST: \$2,085.00		TOTAL COST: \$2,085	
UNIT PROFIT (SUBSIDY): <u>\$(1.00)</u>		TOTAL PROFIT (SUBSIDY): <u>\$(1)</u>	
TOTAL UNITS: 1		PCT. COST RECOVERY: 99.95%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$2,085 per appeal Appeal in the Coastal Zone - No Charge by State law			

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COST DETAIL WORKSHEET
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SERVICE APPEAL TO CITY COUNCIL				REFERENCE NO. S-044A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		1.92	\$170.57	1	\$171
PLANNING	PROJECT PLANNER		11.08	\$1,469.32	1	\$1,469
PLANNING	PLAN & BLDG SVCS DIRECTOR		1.83	\$445.06	1	\$445
TYPE SUBTOTAL			14.83	\$2,084.95		\$2,085
TOTALS			14.83	\$2,085.00		\$2,085

CITY OF CARMEL-BY-THE-SEA
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SERVICE SIGN APPLICATION		REFERENCE NO. S-045	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Business	
DESCRIPTION OF SERVICE Review of a request for a new sign by staff for compliance with City codes and guidelines.			
CURRENT FEE STRUCTURE \$281 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$281.00	TOTAL REVENUE:	\$12,083
UNIT COST:	\$450.44	TOTAL COST:	\$19,369
UNIT PROFIT (SUBSIDY):	\$(169.44)	TOTAL PROFIT (SUBSIDY):	\$(7,286)
TOTAL UNITS:	43	PCT. COST RECOVERY:	62.38%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$450 per application			

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SERVICE SIGN APPLICATION				REFERENCE NO. S-045		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 43		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.50	\$44.42	43	\$1,910
PLANNING	PROJECT PLANNER		2.75	\$364.68	43	\$15,681
PLANNING	PLAN & BLDG SVCS DIRECTOR		0.17	\$41.34	43	\$1,778
TYPE SUBTOTAL			3.42	\$450.44		\$19,369
TOTALS			3.42	\$450.44		\$19,369

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SERVICE SIGN REFERRAL TO PLANNING COMM		REFERENCE NO. S-046	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Business	
DESCRIPTION OF SERVICE Referral of a request for a new sign to the Planning Commission for compliance with City codes and guidelines.			
CURRENT FEE STRUCTURE \$865 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$865.00		TOTAL REVENUE: \$3,460	
UNIT COST: \$1,504.00		TOTAL COST: \$6,016	
UNIT PROFIT (SUBSIDY): <u>\$(639.00)</u>		TOTAL PROFIT (SUBSIDY): <u>\$(2,556)</u>	
TOTAL UNITS: 4		PCT. COST RECOVERY: 57.51%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,505 per application			

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SERVICE SIGN REFERRAL TO PLANNING COMM				REFERENCE NO. S-046		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 4		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		3.00	\$266.52	4	\$1,066
PLANNING	PROJECT PLANNER		6.58	\$872.57	4	\$3,490
PLANNING	PLAN & BLDG SVCS DIRECTOR		1.50	\$364.80	4	\$1,459
		TYPE SUBTOTAL	11.08	\$1,503.89		\$6,016
		TOTALS	11.08	\$1,504.00		\$6,016

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SERVICE RELOCATE EXISTING SIGN		REFERENCE NO. S-047	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE SIGN	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Review of a request to relocate an existing sign by staff for compliance with City codes and guidelines.			
CURRENT FEE STRUCTURE \$182 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$182.00	TOTAL REVENUE:	\$1,092
UNIT COST:	\$240.67	TOTAL COST:	\$1,444
UNIT PROFIT (SUBSIDY):	\$(58.67)	TOTAL PROFIT (SUBSIDY):	\$(352)
TOTAL UNITS:	6	PCT. COST RECOVERY:	75.62%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$240 per application			

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SERVICE RELOCATE EXISTING SIGN				REFERENCE NO. S-047		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 6		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.25	\$22.21	6	\$133
PLANNING	PROJECT PLANNER		1.50	\$198.92	6	\$1,194
PLANNING	PLAN & BLDG SVCS DIRECTOR		0.08	\$19.46	6	\$117
		TYPE SUBTOTAL	1.83	\$240.59		\$1,444
		TOTALS	1.83	\$240.67		\$1,444

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SERVICE TEMPORARY SIGN PERMIT		REFERENCE NO. S-048	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Review of a request for a temporary sign or banner by staff for compliance with City codes and guidelines.			
CURRENT FEE STRUCTURE \$104 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$0.00	TOTAL COST:	\$0
UNIT PROFIT (SUBSIDY):	\$0.00	TOTAL PROFIT (SUBSIDY):	\$0
TOTAL UNITS:	0	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% This fee should be removed from the fee schedule.			

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SERVICE TEMPORARY SIGN PERMIT				REFERENCE NO. S-048		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 0		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
			0.00	\$0.00	0	\$0
		TYPE SUBTOTAL	0.00	\$0.00		\$0
TOTALS			0.00	\$0.00		\$0

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SERVICE BUILDING RELOCATION		REFERENCE NO. S-050	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a request to relocate a building from one parcel to another parcel within the City limits.			
CURRENT FEE STRUCTURE \$1,938 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$0.00	TOTAL COST:	\$0
UNIT PROFIT (SUBSIDY):	\$0.00	TOTAL PROFIT (SUBSIDY):	\$0
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Depoist determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.			

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SERVICE BUILDING RELOCATION				REFERENCE NO. S-050		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	PROJECT PLANNER	Actual Costs	0.00	\$0.00	1	\$0
		TYPE SUBTOTAL	0.00	\$0.00		\$0
		TOTALS	0.00	\$0.00		\$0

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SERVICE LARGE FAMILY DAY CARE (RESIDENTIAL)		REFERENCE NO. S-051	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Review of a request to establish a large family day care (7-12 persons) in a residential zone by staff for compliance with City codes and guidelines.			
CURRENT FEE STRUCTURE \$761 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$761.00	TOTAL REVENUE:	\$761
UNIT COST:	\$2,322.00	TOTAL COST:	\$2,322
UNIT PROFIT (SUBSIDY):	\$(1,561.00)	TOTAL PROFIT (SUBSIDY):	\$(1,561)
TOTAL UNITS:	1	PCT. COST RECOVERY:	32.77%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$2,320 per application			

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SERVICE GENERAL PLAN UPDATE		REFERENCE NO. S-052	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Update of the City General Plan.			
CURRENT FEE STRUCTURE 3.5% of all Building & Safety permits			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$20,960.00	TOTAL REVENUE:	\$20,960
UNIT COST:	\$35,000.00	TOTAL COST:	\$35,000
UNIT PROFIT (SUBSIDY):	\$(14,040.00)	TOTAL PROFIT (SUBSIDY):	\$(14,040)
TOTAL UNITS:	1	PCT. COST RECOVERY:	59.89%
SUGGESTED FEE FOR COST RECOVERY OF: 50% 3.5% of all Building & Safety permits			

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SERVICE GENERAL PLAN UPDATE				REFERENCE NO. S-052		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING		\$350k Over 10 Years	0.00	\$35,000.00	1	\$35,000
		TYPE SUBTOTAL	0.00	\$35,000.00		\$35,000
		TOTALS	0.00	\$35,000.00		\$35,000

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SERVICE PLANNING TECHNICAL ASSISTANCE		REFERENCE NO. S-053	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE HOUR	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Providing technical assistance at the Planning counter at the request of the customer. This service does not include Public Records Act copy and research requests.			
CURRENT FEE STRUCTURE Charge the fully allocated hourly rate for all personnel involved after 15 minutes.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$0.00	TOTAL COST:	\$0
UNIT PROFIT (SUBSIDY):	\$0.00	TOTAL PROFIT (SUBSIDY):	\$0
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Charge the fully allocated hourly rate for all personnel involved after 15 minutes.			

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CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
FY 2023

SERVICE BUILDING PLAN CHECK		REFERENCE NO. S-054	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of building construction plans for compliance with City codes and standards.			
CURRENT FEE STRUCTURE New Construction - Various fees based on construction valuation Additional Plan Review - \$250 base plus \$150 per hour for review longer than one hour Plan Revision after approval - \$250 base plus \$150 per hour for review longer than one hour			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$442.70	TOTAL REVENUE:	\$325,385
UNIT COST:	\$767.53	TOTAL COST:	\$564,135
UNIT PROFIT (SUBSIDY):	\$(324.83)	TOTAL PROFIT (SUBSIDY):	\$(238,750)
TOTAL UNITS:	735	PCT. COST RECOVERY:	57.68%
SUGGESTED FEE FOR COST RECOVERY OF: 100% New Construction - No Change Additional Plan Review - \$250 base plus \$150 per hour for review longer than one hour Plan Revision after approval - \$250 base plus \$150 per hour for review longer than one hour			

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SERVICE				REFERENCE NO.		
BUILDING PLAN CHECK				S-054		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				735		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	PROJECT PLANNER		1.50	\$198.92	735	\$146,206
BUILDING	BUILDING OFFICIAL	Remainder Of Time	1.34	\$230.71	735	\$169,572
BUILDING	PERMIT TECH	Remainder Of Time	1.12	\$112.31	735	\$82,548
BUILDING		Contract Services	0.00	\$139.86	735	\$102,797
PW-STREETS	PW SUPERINTENDENT	1 Hr/Week	0.07	\$14.89	735	\$10,944
PW-ENVIRON. COMPLIA	ENVIRON. COMPLIANCE MANAG	5%	0.11	\$16.43	735	\$12,076
PW-FOREST & BEACH	CITY FORESTER	10%	0.22	\$51.25	735	\$37,669
		TYPE SUBTOTAL	4.37	\$764.37		\$561,812
BUILDING	BUILDING INSPECTOR		4.00	\$580.72	4	\$2,323
		TYPE SUBTOTAL	4.00	\$580.72		\$2,323
TOTALS			8.37	\$767.53		\$564,135

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE BUILDING INSPECTION		REFERENCE NO. S-054A	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Inspection of construction for compliance with City codes and standards.			
CURRENT FEE STRUCTURE New Construction - Various fees based on construction valuation Trade Permits - Various fees Stormwater Inspection - \$64.50 per inspection Permit by Appointment - \$330			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$246.14	TOTAL REVENUE:	\$443,044
UNIT COST:	\$128.35	TOTAL COST:	\$231,034
UNIT PROFIT (SUBSIDY):	\$117.79	TOTAL PROFIT (SUBSIDY):	\$212,010
TOTAL UNITS:	1,800	PCT. COST RECOVERY:	191.77%
SUGGESTED FEE FOR COST RECOVERY OF: 100% No Change, except: Permit by Appointment - \$365			

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SERVICE BUILDING INSPECTION				REFERENCE NO. S-054A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1,800		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
BUILDING	BUILDING INSPECTOR	Remainder Of Time	0.66	\$95.92	1,800	\$172,656
BUILDING	PERMIT TECH		0.25	\$24.96	1,800	\$44,928
		TYPE SUBTOTAL	0.91	\$120.88		\$217,584
PLANNING	PROJECT PLANNER		1.50	\$198.92	31	\$6,167
BUILDING	BUILDING OFFICIAL		1.00	\$172.38	2	\$345
		TYPE SUBTOTAL	2.50	\$371.30		\$6,511
PLANNING	PROJECT PLANNER	Permit By Appt.	0.50	\$66.31	15	\$995
BUILDING	BUILDING OFFICIAL	Permit By Appt.	1.00	\$172.38	20	\$3,448
BUILDING	PERMIT TECH	Permit By Appt.	1.25	\$124.81	20	\$2,496
		TYPE SUBTOTAL	2.75	\$363.50		\$6,938
TOTALS			6.16	\$128.35		\$231,034

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SERVICE BUILDING RE-INSPECTION		REFERENCE NO. S-054B	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE RE-INSPECTION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Re-inspection of construction that is needed due to the actions of the applicant.			
CURRENT FEE STRUCTURE \$146 per re-inspection			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$146.00	TOTAL REVENUE:	\$7,300
UNIT COST:	\$145.18	TOTAL COST:	\$7,259
UNIT PROFIT (SUBSIDY):	\$0.82	TOTAL PROFIT (SUBSIDY):	\$41
TOTAL UNITS:	50	PCT. COST RECOVERY:	100.56%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$145 per re-inspection			

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SERVICE PERMIT APPLICATION EXTENSION		REFERENCE NO. S-054C	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE EXTENSION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Extension of an expiring Building Permit Application at the request of the applicant.			
CURRENT FEE STRUCTURE \$94 per extension (maximum of 4)			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$94.00		TOTAL REVENUE: \$470	
UNIT COST: \$93.00		TOTAL COST: \$465	
UNIT PROFIT (SUBSIDY): \$1.00		TOTAL PROFIT (SUBSIDY): \$5	
TOTAL UNITS: 5		PCT. COST RECOVERY: 101.08%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$95 per extension (maximum of 4)			

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SERVICE PERMIT APPLICATION EXTENSION				REFERENCE NO. S-054C		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 5		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
BUILDING	BUILDING OFFICIAL		0.25	\$43.10	5	\$216
BUILDING	PERMIT TECH		0.50	\$49.93	5	\$250
		TYPE SUBTOTAL	0.75	\$93.03		\$465
		TOTALS	0.75	\$93.00		\$465

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SERVICE PERMIT EXTENSION		REFERENCE NO. S-054D	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE EXTENSION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Extension of an expiring or expired Building Permit at the request of the applicant.			
CURRENT FEE STRUCTURE \$146 per extension (maximum of 2)			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$146.00	TOTAL REVENUE:	\$730
UNIT COST:	\$151.20	TOTAL COST:	\$756
UNIT PROFIT (SUBSIDY):	\$(5.20)	TOTAL PROFIT (SUBSIDY):	\$(26)
TOTAL UNITS:	5	PCT. COST RECOVERY:	96.56%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$150 per extension (maximum of 2)			

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SERVICE PERMIT EXTENSION				REFERENCE NO. S-054D		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 5		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	PROJECT PLANNER		0.25	\$33.15	5	\$166
BUILDING	BUILDING OFFICIAL		0.25	\$43.10	5	\$216
BUILDING	PERMIT TECH		0.75	\$74.89	5	\$374
		TYPE SUBTOTAL	1.25	\$151.14		\$756
		TOTALS	1.25	\$151.20		\$756

CITY OF CARMEL-BY-THE-SEA
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SERVICE BUILDING PERMIT PRE-APPLIC. CONFER.		REFERENCE NO. S-054E	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a request for a pre-application review of a proposed construction project by staff.			
CURRENT FEE STRUCTURE \$318 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$318.00	TOTAL REVENUE:	\$318
UNIT COST:	\$339.00	TOTAL COST:	\$339
UNIT PROFIT (SUBSIDY):	\$(21.00)	TOTAL PROFIT (SUBSIDY):	\$(21)
TOTAL UNITS:	1	PCT. COST RECOVERY:	93.81%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$340 per application			

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SERVICE BUILDING SINGLE TRADE PERMIT		REFERENCE NO. S-055	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of over the counter single plumbing, mechanical, or electrical permits for compliance with City codes and standards, and inspection of the resulting construction.			
CURRENT FEE STRUCTURE \$167 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$167.00		TOTAL REVENUE: \$23,380	
UNIT COST: \$162.44		TOTAL COST: \$22,741	
UNIT PROFIT (SUBSIDY): \$4.56		TOTAL PROFIT (SUBSIDY): \$639	
TOTAL UNITS: 140		PCT. COST RECOVERY: 102.81%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$165 per permit			

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SERVICE BUILDING SINGLE TRADE PERMIT				REFERENCE NO. S-055		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 140		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
BUILDING	BUILDING INSPECTOR		0.75	\$108.89	140	\$15,245
BUILDING	PERMIT TECH		0.50	\$49.93	140	\$6,990
		TYPE SUBTOTAL	1.25	\$158.82		\$22,235
BUILDING	BUILDING INSPECTOR		0.50	\$72.59	4	\$290
BUILDING	BUILDING OFFICIAL		0.25	\$43.10	5	\$216
		TYPE SUBTOTAL	0.75	\$115.69		\$506
		TOTALS	2.00	\$162.44		\$22,741

CITY OF CARMEL-BY-THE-SEA
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SERVICE ON-SITE DRIVEWAY PERMIT		REFERENCE NO. S-055A	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a new or replaced driveway for compliance with City codes and standards.			
CURRENT FEE STRUCTURE \$271 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$271.00	TOTAL REVENUE:	\$271
UNIT COST:	\$393.00	TOTAL COST:	\$393
UNIT PROFIT (SUBSIDY):	\$(122.00)	TOTAL PROFIT (SUBSIDY):	\$(122)
TOTAL UNITS:	1	PCT. COST RECOVERY:	68.96%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$395 per permit			

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SERVICE ON-SITE DRIVEWAY PERMIT				REFERENCE NO. S-055A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	PROJECT PLANNER		0.75	\$99.46	1	\$99
BUILDING	PERMIT TECH		0.75	\$74.89	1	\$75
PW-STREETS	PW SUPERINTENDENT		1.00	\$218.73	1	\$219
		TYPE SUBTOTAL	2.50	\$393.08		\$393
		TOTALS	2.50	\$393.00		\$393

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SERVICE SOLAR PLAN CHECK/INSPECTION PERMIT		REFERENCE NO. S-056	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of solar system construction plans for compliance with City codes and standards, and inspection of the resulting construction.			
CURRENT FEE STRUCTURE Plan Check - \$318 Inspection - \$135			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$453.00	TOTAL REVENUE:	\$15,855
UNIT COST:	\$475.51	TOTAL COST:	\$16,643
UNIT PROFIT (SUBSIDY):	\$(22.51)	TOTAL PROFIT (SUBSIDY):	\$(788)
TOTAL UNITS:	35	PCT. COST RECOVERY:	95.27%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Plan Check - \$340 Inspection - \$135			

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SERVICE SOLAR PLAN CHECK/INSPECTION PERMIT				REFERENCE NO. S-056		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 35		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	PROJECT PLANNER		0.25	\$33.15	35	\$1,160
BUILDING	BUILDING INSPECTOR	Inspection	0.75	\$108.89	35	\$3,811
BUILDING	BUILDING OFFICIAL	Plan Check	1.50	\$258.57	35	\$9,050
BUILDING	PERMIT TECH	Inspection	0.25	\$24.96	35	\$874
BUILDING	PERMIT TECH	Plan Check	0.50	\$49.93	35	\$1,748
		TYPE SUBTOTAL	3.25	\$475.50		\$16,643
TOTALS			3.25	\$475.51		\$16,643

CITY OF CARMEL-BY-THE-SEA
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SERVICE RE-ROOF PERMIT		REFERENCE NO. S-057	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Review of re-roof construction plans for compliance with City codes and standards, and inspection of the resulting construction.			
CURRENT FEE STRUCTURE \$255 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$255.00		TOTAL REVENUE: \$31,365	
UNIT COST: \$258.12		TOTAL COST: \$31,749	
UNIT PROFIT (SUBSIDY): \$(3.12)		TOTAL PROFIT (SUBSIDY): \$(384)	
TOTAL UNITS: 123		PCT. COST RECOVERY: 98.79%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$260 per permit			

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SERVICE RE-ROOF PERMIT				REFERENCE NO. S-057		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 123		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	PROJECT PLANNER		0.25	\$33.15	123	\$4,077
BUILDING	BUILDING INSPECTOR		1.00	\$145.18	123	\$17,857
BUILDING	PERMIT TECH		0.75	\$74.89	123	\$9,211
		TYPE SUBTOTAL	2.00	\$253.22		\$31,146
BUILDING	BUILDING OFFICIAL		0.50	\$86.19	7	\$603
		TYPE SUBTOTAL	0.50	\$86.19		\$603
TOTALS			2.50	\$258.12		\$31,749

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SERVICE BUILDING BOARD APPEAL		REFERENCE NO. S-058	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Appeal of a decision of the Building Official to the Building Board.			
CURRENT FEE STRUCTURE \$1,052 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,052.00	TOTAL REVENUE:	\$1,052
UNIT COST:	\$1,134.00	TOTAL COST:	\$1,134
UNIT PROFIT (SUBSIDY):	\$(82.00)	TOTAL PROFIT (SUBSIDY):	\$(82)
TOTAL UNITS:	1	PCT. COST RECOVERY:	92.77%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,135 per appeal			

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SERVICE BUILDING BOARD APPEAL				REFERENCE NO. S-058		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
BUILDING	BUILDING OFFICIAL		6.00	\$1,034.28	1	\$1,034
BUILDING	PERMIT TECH		1.00	\$99.85	1	\$100
		TYPE SUBTOTAL	7.00	\$1,134.13		\$1,134
		TOTALS	7.00	\$1,134.00		\$1,134

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SERVICE DUPLICATE INSPECTION CARD		REFERENCE NO. S-059	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE CARD	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Creation of a duplicate inspection card because the applicant lost the card.			
CURRENT FEE STRUCTURE \$63 per card			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$63.00	TOTAL REVENUE:	\$630
UNIT COST:	\$61.30	TOTAL COST:	\$613
UNIT PROFIT (SUBSIDY):	\$1.70	TOTAL PROFIT (SUBSIDY):	\$17
TOTAL UNITS:	10	PCT. COST RECOVERY:	102.77%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$60 per card			

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SERVICE BUILDING TECHNICAL ASSISTANCE		REFERENCE NO. S-059A	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE REVIEW	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Providing technical assistance at the Building counter at the request of the customer. This service does not include Public Records Act copy and research requests.			
CURRENT FEE STRUCTURE Charge the fully allocated hourly rate for all personnel involved after 15 minutes.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$0.00	TOTAL COST:	\$0
UNIT PROFIT (SUBSIDY):	\$0.00	TOTAL PROFIT (SUBSIDY):	\$0
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Charge the fully allocated hourly rate for all personnel involved after 15 minutes.			

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SERVICE STOP WORK INVESTIGATION		REFERENCE NO. S-059B	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE INVESTIGATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Inspection of work performed without the proper permits.			
CURRENT FEE STRUCTURE \$568 per investigation plus double the permit fee			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$568.00	TOTAL REVENUE:	\$24,424
UNIT COST:	\$619.84	TOTAL COST:	\$26,653
UNIT PROFIT (SUBSIDY):	\$(51.84)	TOTAL PROFIT (SUBSIDY):	\$(2,229)
TOTAL UNITS:	43	PCT. COST RECOVERY:	91.64%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$620 per investigation plus double the permit fee			

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SERVICE STOP WORK INVESTIGATION				REFERENCE NO. S-059B		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 43		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	PROJECT PLANNER		0.50	\$66.31	43	\$2,851
BUILDING	BUILDING INSPECTOR		3.00	\$435.54	43	\$18,728
BUILDING	BUILDING OFFICIAL		0.25	\$43.10	43	\$1,853
BUILDING	PERMIT TECH		0.75	\$74.89	43	\$3,220
		TYPE SUBTOTAL	4.50	\$619.84		\$26,653
		TOTALS	4.50	\$619.84		\$26,653

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SERVICE TEMPORARY CERTIFICATE OF OCCUPANCY		REFERENCE NO. S-059C	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review and inspection of a request to occupy a building before all permits are final.			
CURRENT FEE STRUCTURE \$224 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$224.00	TOTAL REVENUE:	\$1,344
UNIT COST:	\$223.67	TOTAL COST:	\$1,342
UNIT PROFIT (SUBSIDY):	\$0.33	TOTAL PROFIT (SUBSIDY):	\$2
TOTAL UNITS:	6	PCT. COST RECOVERY:	100.15%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$225 per application			

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SERVICE TEMPORARY CERTIFICATE OF OCCUPANCY				REFERENCE NO. S-059C		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 6		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	PROJECT PLANNER		0.25	\$33.15	6	\$199
BUILDING	BUILDING INSPECTOR		0.50	\$72.59	6	\$436
BUILDING	BUILDING OFFICIAL		0.25	\$43.10	6	\$259
BUILDING	PERMIT TECH		0.75	\$74.89	6	\$449
		TYPE SUBTOTAL	1.75	\$223.73		\$1,342
		TOTALS	1.75	\$223.67		\$1,342

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SERVICE ALTERNATE MATERIALS/METHODS REVIEW		REFERENCE NO. S-059D	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a request to use alternate materials or methods for construction.			
CURRENT FEE STRUCTURE \$214 per application plus actual cost of City Staff for all time over one hour			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$214.00	TOTAL REVENUE:	\$1,070
UNIT COST:	\$222.40	TOTAL COST:	\$1,112
UNIT PROFIT (SUBSIDY):	\$(8.40)	TOTAL PROFIT (SUBSIDY):	\$(42)
TOTAL UNITS:	5	PCT. COST RECOVERY:	96.22%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$220 per application plus actual cost of City Staff for all time over one hour			

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SERVICE ALTERNATE MATERIALS/METHODS REVIEW				REFERENCE NO. S-059D		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 5		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
BUILDING	BUILDING OFFICIAL		1.00	\$172.38	5	\$862
BUILDING	PERMIT TECH		0.50	\$49.93	5	\$250
		TYPE SUBTOTAL	1.50	\$222.31		\$1,112
		TOTALS	1.50	\$222.40		\$1,112

CITY OF CARMEL-BY-THE-SEA
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SERVICE BUILDING PHASED WORK REQUEST		REFERENCE NO. S-059E	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a request to break a proposed project into various phases.			
CURRENT FEE STRUCTURE \$302 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$302.00	TOTAL REVENUE:	\$15,100
UNIT COST:	\$315.34	TOTAL COST:	\$15,767
UNIT PROFIT (SUBSIDY):	\$(13.34)	TOTAL PROFIT (SUBSIDY):	\$(667)
TOTAL UNITS:	50	PCT. COST RECOVERY:	95.77%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$315 per application			

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May 24, 2023

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE LANDSCAPE PLAN CHECK/INSPECTION		REFERENCE NO. S-060	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE PLAN/PERMIT	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a stand-alone landscape plan for compliance with City codes and standards, and inspection of the construction.			
CURRENT FEE STRUCTURE \$281 per plan/inspection			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$281.00	TOTAL REVENUE:	\$281
UNIT COST:	\$691.00	TOTAL COST:	\$691
UNIT PROFIT (SUBSIDY):	\$(410.00)	TOTAL PROFIT (SUBSIDY):	\$(410)
TOTAL UNITS:	1	PCT. COST RECOVERY:	40.67%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$690 per plan/inspection			

CITY OF CARMEL-BY-THE-SEA
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SERVICE LANDSCAPE PLAN CHECK/INSPECTION				REFERENCE NO. S-060		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PLANNING	ADMIN COORDINATOR		0.50	\$44.42	1	\$44
PLANNING	PROJECT PLANNER		2.58	\$342.13	1	\$342
PLANNING	PLAN & BLDG SVCS DIRECTOR		0.08	\$19.46	1	\$19
PW-FOREST & BEACH	CITY FORESTER		1.00	\$228.85	1	\$229
PW-FOREST & BEACH	MAINT WORKER		0.50	\$56.14	1	\$56
		TYPE SUBTOTAL	4.66	\$691.00		\$691
		TOTALS	4.66	\$691.00		\$691

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE BUILDING TECHNOLOGY SURCHARGE		REFERENCE NO. S-060A	
PRIMARY DEPARTMENT BUILDING	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Replacement of technology needed for Building & Safety.			
CURRENT FEE STRUCTURE \$8 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$8.00	TOTAL REVENUE:	\$14,400
UNIT COST:	\$7.89	TOTAL COST:	\$14,202
UNIT PROFIT (SUBSIDY):	\$0.11	TOTAL PROFIT (SUBSIDY):	\$198
TOTAL UNITS:	1,800	PCT. COST RECOVERY:	101.39%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$8 per permit			

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SERVICE BUILDING TECHNOLOGY SURCHARGE				REFERENCE NO. S-060A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1,800		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
BUILDING		IWORQ	0.00	\$5.56	1,800	\$10,008
BUILDING		Hardware Replacement	0.00	\$0.89	1,800	\$1,602
BUILDING		Bluebeam	0.00	\$1.44	1,800	\$2,592
		TYPE SUBTOTAL	0.00	\$7.89		\$14,202
TOTALS			0.00	\$7.89		\$14,202

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE NEW BENCH LOCATION		REFERENCE NO. S-061	
PRIMARY DEPARTMENT PUBLIC WORKS	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Processing a request for a new memorial bench at a new location and construction and installation of the bench and plaque.			
CURRENT FEE STRUCTURE \$964 per application plus the actual cost of the bench and plaque (plus 20% for future maintenance) plus \$1,325 if a public hearing is required.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$2,289.00	TOTAL REVENUE:	\$11,445
UNIT COST:	\$2,966.60	TOTAL COST:	\$14,833
UNIT PROFIT (SUBSIDY):	\$(677.60)	TOTAL PROFIT (SUBSIDY):	\$(3,388)
TOTAL UNITS:	5	PCT. COST RECOVERY:	77.16%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$960 per application plus the actual cost of the bench and plaque (plus 20% for future maintenance) plus \$2,005 if a public hearing is required.			

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SERVICE NEW BENCH LOCATION				REFERENCE NO. S-061		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 5		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PW-STREETS	PW SUPERINTENDENT		2.50	\$547.70	5	\$2,739
PW-FACILITIES MAINT.	BLDG MAINTENANCE SUPV.	+ Bench/Plaque Cost	0.50	\$70.20	5	\$351
PW-FOREST & BEACH	CITY FORESTER		1.50	\$343.82	5	\$1,719
		TYPE SUBTOTAL	4.50	\$961.72		\$4,809
PLANNING	ADMIN COORDINATOR	Public Hearing	2.67	\$237.23	5	\$1,186
PLANNING	PROJECT PLANNER	Public Hearing	5.67	\$751.96	5	\$3,760
PLANNING	PLAN & BLDG SVCS DIRECTOR	Public Hearing	1.92	\$466.98	5	\$2,335
PUBLIC WORKS ADMIN	DIRECTOR OF PUBLIC WORKS	Public Hearing	2.00	\$548.78	5	\$2,744
		TYPE SUBTOTAL	12.26	\$2,004.95		\$10,025
TOTALS			16.76	\$2,966.60		\$14,833

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SERVICE ADOPTION OF EXISTING BENCH		REFERENCE NO. S-062	
PRIMARY DEPARTMENT PUBLIC WORKS	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Processing a request for the adoption of an existing memorial bench, installation of the plaque, and construction of the bench if applicable.			
CURRENT FEE STRUCTURE \$313 per application plus the actual cost of the bench and plaque (plus 20% for future maintenance) plus \$580 if a public hearing is required.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$409.67	TOTAL REVENUE:	\$2,458
UNIT COST:	\$536.17	TOTAL COST:	\$3,217
UNIT PROFIT (SUBSIDY):	\$(126.50)	TOTAL PROFIT (SUBSIDY):	\$(759)
TOTAL UNITS:	6	PCT. COST RECOVERY:	76.41%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$380 per application plus the actual cost of the bench and plaque (plus 20% for future maintenance) plus \$940 if a public hearing is required.			

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COST DETAIL WORKSHEET
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SERVICE				REFERENCE NO.		
ADOPTION OF EXISTING BENCH				S-062		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				6		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PW-STREETS	PW SUPERINTENDENT		1.25	\$273.85	6	\$1,643
PW-FACILITIES MAINT.	BLDG MAINTENANCE SUPV.	+ Bench/Plaque Cost	0.75	\$105.29	6	\$632
TYPE SUBTOTAL			2.00	\$379.14		\$2,275
PLANNING	ADMIN COORDINATOR	Public Hearing	0.50	\$44.43	1	\$44
PLANNING	PROJECT PLANNER	Public Hearing	2.17	\$287.79	1	\$288
PLANNING	PLAN & BLDG SVCS DIRECTOR	Public Hearing	0.25	\$60.81	1	\$61
PUBLIC WORKS ADMIN	DIRECTOR OF PUBLIC WORKS	Public Hearing	2.00	\$548.78	1	\$549
TYPE SUBTOTAL			4.92	\$941.81		\$942
TOTALS			6.92	\$536.17		\$3,217

CITY OF CARMEL-BY-THE-SEA
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SERVICE REPLACEMENT OF BENCH PLAQUE		REFERENCE NO. S-063	
PRIMARY DEPARTMENT PUBLIC WORKS	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Processing a request for the replacement of an existing memorial bench plaque plus installation of new plaque.			
CURRENT FEE STRUCTURE \$406 per application plus the actual cost of the plaque plus \$380 if a public hearing is required.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$786.00		TOTAL REVENUE: \$786	
UNIT COST: \$1,019.00		TOTAL COST: \$1,019	
UNIT PROFIT (SUBSIDY): \$(233.00)		TOTAL PROFIT (SUBSIDY): \$(233)	
TOTAL UNITS: 1		PCT. COST RECOVERY: 77.13%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$490 per application plus the actual cost of the plaque plus \$530 if a public hearing is required.			

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COST DETAIL WORKSHEET
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SERVICE				REFERENCE NO.		
REPLACEMENT OF BENCH PLAQUE				S-063		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				1		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PW-STREETS	PW SUPERINTENDENT		0.50	\$109.54	1	\$110
PW-FACILITIES MAINT.	BLDG MAINTENANCE SUPV.	+ Plaque Cost	1.50	\$210.59	1	\$211
PW-FOREST & BEACH	MAINT WORKER		1.50	\$168.69	1	\$169
TYPE SUBTOTAL			3.50	\$488.82		\$489
PLANNING	ADMIN COORDINATOR	Public Hearing	0.50	\$44.43	1	\$44
PLANNING	PROJECT PLANNER	Public Hearing	2.17	\$287.79	1	\$288
PLANNING	PLAN & BLDG SVCS DIRECTOR	Public Hearing	0.25	\$60.81	1	\$61
PUBLIC WORKS ADMIN	DIRECTOR OF PUBLIC WORKS	Public Hearing	0.50	\$137.20	1	\$137
TYPE SUBTOTAL			3.42	\$530.23		\$530
TOTALS			6.92	\$1,019.00		\$1,019

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SERVICE TEMPORARY ENCROACHMENT PERMIT		REFERENCE NO. S-069	
PRIMARY DEPARTMENT PUBLIC WORKS	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a temporary encroachment in the public right-of-way, such as cranes, dumpsters, pods, or lane closures.			
CURRENT FEE STRUCTURE \$219 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$219.00	TOTAL REVENUE:	\$13,578
UNIT COST:	\$343.44	TOTAL COST:	\$21,293
UNIT PROFIT (SUBSIDY):	\$(124.44)	TOTAL PROFIT (SUBSIDY):	\$(7,715)
TOTAL UNITS:	62	PCT. COST RECOVERY:	63.77%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$345 per permit			

CITY OF CARMEL-BY-THE-SEA
COST DETAIL WORKSHEET
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SERVICE TEMPORARY ENCROACHMENT PERMIT				REFERENCE NO. S-069		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 62		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
BUILDING	PERMIT TECH		0.50	\$49.93	62	\$3,096
PUBLIC WORKS ADMIN	ADMIN COORDINATOR		0.75	\$74.78	62	\$4,636
PW-STREETS	PW SUPERINTENDENT		1.00	\$218.73	62	\$13,561
		TYPE SUBTOTAL	2.25	\$343.44		\$21,293
TOTALS			2.25	\$343.44		\$21,293

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE PERMANENT ENCROACHMENT PERMIT		REFERENCE NO. S-070	
PRIMARY DEPARTMENT PUBLIC WORKS	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Review of a permanent encroachment in the public right-of-way, such as Utility street cuts, sidewalk, curb, gutter, driveway, R-O-W landscaping, retaining walls, drainage, boring, and aerial powerpoles.			
CURRENT FEE STRUCTURE Street Excavation - \$766 per permit plus \$4.25 per lineal foot Other - \$432 per permit plus \$2.13 per lineal foot Plus cost of damage to public right-of-way or street as determined by the Public Works Director.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$614.25		TOTAL REVENUE: \$7,371	
UNIT COST: \$801.17		TOTAL COST: \$9,614	
UNIT PROFIT (SUBSIDY): \$(186.92)		TOTAL PROFIT (SUBSIDY): \$(2,243)	
TOTAL UNITS: 12		PCT. COST RECOVERY: 76.67%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% Street Excavation - \$800 per permit plus \$8.75 per lineal foot Other - \$475 per permit plus \$8.75 per lineal foot Plus cost of damage to public right-of-way or street as determined by the Public Works Director.			

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SERVICE				REFERENCE NO.		
PERMANENT ENCROACHMENT PERMIT				S-070		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				12		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
BUILDING	PERMIT TECH	Street Excavation	2.00	\$199.70	4	\$799
PW-STREETS	PW SUPERINTENDENT	Add'l 25 Feet	1.00	\$218.73	4	\$875
PW-STREETS	PW SUPERINTENDENT	Street Excavation	2.75	\$601.51	4	\$2,406
TYPE SUBTOTAL			5.75	\$1,019.94		\$4,080
BUILDING	PERMIT TECH	Other	2.00	\$199.70	8	\$1,598
PW-STREETS	PW SUPERINTENDENT	Add'l 25 Feet	1.00	\$218.73	8	\$1,750
PW-STREETS	PW SUPERINTENDENT	Other	1.25	\$273.41	8	\$2,187
TYPE SUBTOTAL			4.25	\$691.84		\$5,535
TOTALS			10.00	\$801.17		\$9,614

CITY OF CARMEL-BY-THE-SEA
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SERVICE TRAFFIC CONTROL PLAN REVIEW/INSPECT		REFERENCE NO. S-070A	
PRIMARY DEPARTMENT PUBLIC WORKS	UNIT OF SERVICE PLAN/PERMIT	SERVICE RECIPIENT Developer/Utility	
DESCRIPTION OF SERVICE Review of traffic control plans for right-of-way construction and inspection of traffic control devices.			
CURRENT FEE STRUCTURE \$370 per review plus \$210 per each additional review			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$580.00		TOTAL REVENUE: \$580	
UNIT COST: \$1,078.00		TOTAL COST: \$1,078	
UNIT PROFIT (SUBSIDY): \$(498.00)		TOTAL PROFIT (SUBSIDY): \$(498)	
TOTAL UNITS: 1		PCT. COST RECOVERY: 53.80%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$675 per review plus \$405 per each additional review			

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COST DETAIL WORKSHEET
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SERVICE				REFERENCE NO.		
TRAFFIC CONTROL PLAN REVIEW/INSPECT				S-070A		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				1		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PUBLIC WORKS ADMIN	DIRECTOR OF PUBLIC WORKS		0.50	\$137.14	1	\$137
PW-STREETS	PROJECT MANAGER		1.50	\$317.28	1	\$317
PW-STREETS	PW SUPERINTENDENT		1.00	\$218.73	1	\$219
TYPE SUBTOTAL			3.00	\$673.15		\$673
PUBLIC WORKS ADMIN	DIRECTOR OF PUBLIC WORKS	Add'l Review	0.50	\$137.14	1	\$137
PW-STREETS	PROJECT MANAGER	Add'l Review	0.75	\$158.64	1	\$159
PW-STREETS	PW SUPERINTENDENT	Add'l Review	0.50	\$109.37	1	\$109
TYPE SUBTOTAL			1.75	\$405.15		\$405
TOTALS			4.75	\$1,078.00		\$1,078

CITY OF CARMEL-BY-THE-SEA
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SERVICE TREE REMOVAL PERMIT		REFERENCE NO. S-072	
PRIMARY DEPARTMENT PUBLIC WORKS	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a request for the removal of a tree larger than 4 inches in diameter.			
CURRENT FEE STRUCTURE \$255 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$238.33		TOTAL REVENUE: \$25,740	
UNIT COST: \$1,331.40		TOTAL COST: \$143,791	
UNIT PROFIT (SUBSIDY): \$(1,093.07)		TOTAL PROFIT (SUBSIDY): \$(118,051)	
TOTAL UNITS: 108		PCT. COST RECOVERY: 17.90%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,330 per permit			

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COST DETAIL WORKSHEET
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SERVICE TREE REMOVAL PERMIT				REFERENCE NO. S-072		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 108		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PUBLIC WORKS ADMIN	DIRECTOR OF PUBLIC WORKS		0.50	\$137.14	108	\$14,811
PW-STREETS	PW SUPERINTENDENT		0.50	\$109.37	108	\$11,812
PW-FOREST & BEACH	CITY FORESTER		4.25	\$972.61	108	\$105,042
PW-FOREST & BEACH	MAINT WORKER		1.00	\$112.28	108	\$12,126
TYPE SUBTOTAL			6.25	\$1,331.40		\$143,791
TOTALS			6.25	\$1,331.40		\$143,791

CITY OF CARMEL-BY-THE-SEA
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SERVICE TREE PRUNING REQUEST		REFERENCE NO. S-072A	
PRIMARY DEPARTMENT PUBLIC WORKS	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of a request for the pruning of a tree larger than 4 inches in diameter.			
CURRENT FEE STRUCTURE \$255 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$255.00	TOTAL REVENUE:	\$9,180
UNIT COST:	\$793.78	TOTAL COST:	\$28,576
UNIT PROFIT (SUBSIDY):	\$(538.78)	TOTAL PROFIT (SUBSIDY):	\$(19,396)
TOTAL UNITS:	36	PCT. COST RECOVERY:	32.12%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$795 per permit			

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COST DETAIL WORKSHEET
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SERVICE TREE PRUNING REQUEST				REFERENCE NO. S-072A		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 36		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PW-STREETS	PW SUPERINTENDENT		0.50	\$109.37	36	\$3,937
PW-FOREST & BEACH	CITY FORESTER		2.50	\$572.13	36	\$20,597
PW-FOREST & BEACH	MAINT WORKER		1.00	\$112.28	36	\$4,042
		TYPE SUBTOTAL	4.00	\$793.78		\$28,576
		TOTALS	4.00	\$793.78		\$28,576

CITY OF CARMEL-BY-THE-SEA
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SERVICE TREE APPEAL TO FOREST & BEACH COMM		REFERENCE NO. S-072C	
PRIMARY DEPARTMENT PUBLIC WORKS	UNIT OF SERVICE APPEAL	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Appeal of tree-related decision to the Forest & Beach Committee.			
CURRENT FEE STRUCTURE \$1,485 per appeal plus actual outside costs			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,485.00	TOTAL REVENUE:	\$17,820
UNIT COST:	\$2,696.75	TOTAL COST:	\$32,361
UNIT PROFIT (SUBSIDY):	\$(1,211.75)	TOTAL PROFIT (SUBSIDY):	\$(14,541)
TOTAL UNITS:	12	PCT. COST RECOVERY:	55.07%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$2,695 per appeal plus actual outside costs			

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SERVICE TREE APPEAL TO FOREST & BEACH COMM				REFERENCE NO. S-072C		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 12		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PUBLIC WORKS ADMIN	ADMIN COORDINATOR		2.50	\$249.25	12	\$2,991
PUBLIC WORKS ADMIN	DIRECTOR OF PUBLIC WORKS		3.50	\$959.98	12	\$11,520
PW-FOREST & BEACH	CITY FORESTER		6.50	\$1,487.53	12	\$17,850
TYPE SUBTOTAL			12.50	\$2,696.76		\$32,361
TOTALS			12.50	\$2,696.75		\$32,361

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SERVICE TREE APPEAL TO CITY COUNCIL		REFERENCE NO. S-072D	
PRIMARY DEPARTMENT PUBLIC WORKS	UNIT OF SERVICE APPEAL	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Appeal of a tree-related decision to the City Council.			
CURRENT FEE STRUCTURE \$1,485 per appeal plus actual outside costs			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,485.00	TOTAL REVENUE:	\$1,485
UNIT COST:	\$2,414.00	TOTAL COST:	\$2,414
UNIT PROFIT (SUBSIDY):	\$(929.00)	TOTAL PROFIT (SUBSIDY):	\$(929)
TOTAL UNITS:	1	PCT. COST RECOVERY:	61.52%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$2,415 per appeal plus actual outside cost			

CITY OF CARMEL-BY-THE-SEA
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SERVICE TREE APPEAL TO CITY COUNCIL				REFERENCE NO. S-072D		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PUBLIC WORKS ADMIN	ADMIN COORDINATOR		1.50	\$149.55	1	\$150
PUBLIC WORKS ADMIN	DIRECTOR OF PUBLIC WORKS		4.50	\$1,234.26	1	\$1,234
PW-FOREST & BEACH	CITY FORESTER		4.50	\$1,029.83	1	\$1,030
TYPE SUBTOTAL			10.50	\$2,413.64		\$2,414
TOTALS			10.50	\$2,414.00		\$2,414

CITY OF CARMEL-BY-THE-SEA
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FY 2023

SERVICE PRIVATE TREE FALL IN PUBLIC R-O-W		REFERENCE NO. S-073	
PRIMARY DEPARTMENT PUBLIC WORKS	UNIT OF SERVICE TREE	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Removal of a fallen private tree in the public right-of-way.			
CURRENT FEE STRUCTURE Charge the fully allocated hourly rate for all personnel involved plus any outside costs			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$281.00	TOTAL COST:	\$281
UNIT PROFIT (SUBSIDY):	\$(281.00)	TOTAL PROFIT (SUBSIDY):	\$(281)
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Charge the fully allocated hourly rate for all personnel involved plus any outside costs			

CITY OF CARMEL-BY-THE-SEA
COST DETAIL WORKSHEET
FY 2023

Attachment 3

SERVICE PRIVATE TREE FALL IN PUBLIC R-O-W				REFERENCE NO. S-073		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
PW-FOREST & BEACH	MAINT WORKER		2.50	\$280.70	1	\$281
		TYPE SUBTOTAL	2.50	\$280.70		\$281
		TOTALS	2.50	\$281.00		\$281

CITY OF CARMEL-BY-THE-SEA
REVENUE AND COST SUMMARY WORKSHEET
FY 2023

SERVICE DAMAGE TO CITY PROPERTY		REFERENCE NO. S-074	
PRIMARY DEPARTMENT PUBLIC WORKS	UNIT OF SERVICE OCCURRENCE	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Repair of damage to City property.			
CURRENT FEE STRUCTURE Charge the fully allocated hourly rate for all personnel involved plus any outside costs.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$110.00	TOTAL COST:	\$110
UNIT PROFIT (SUBSIDY):	\$(110.00)	TOTAL PROFIT (SUBSIDY):	\$(110)
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Charge the fully allocated hourly rate for all personnel involved plus any outside costs.			

Attachment 3

May 24, 2023

Table 1: Planning Fees Comparison

	Carmel Current	Carmel Proposed	Marina	Monterey		Pacific Grove	Seaside
Track 1 Design - Minor	448	690	340	345	+ 1,000 Preapplication	932	500
Track 1 Design - Major	813	990	1,010	1,237		1,597	500
Track 2 Design - Minor	2,360	3,910	7,775	2,003		3,318	1,200
Track 2 Design - Major	5,392	5,935	7,775	4,400		3,318	1,200
Use Permit	2,730	3,060	5,350	4,000		3,248	1,000
Prelim (Phase 1) Hist Eval - Staff	474	310	NA	0		491	1,963
Phase 1 Historical Eval - Qual Prof	271	405	NA	0		1,887	1,963
Phase 2 Hist Eval - HRB Rev of Design	1,579	2,040	NA	1,531	+ 1,000 Preapplication	5,218	1,963

Table 2: Tree Pruning and Removal Fees Comparison

	Carmel Current	PRIOR Proposed	Carmel Proposed	Marina	Monterey	Pacific Grove	Seaside
Tree Pruning Trimming	255	600	795	NA	117.50	68 - single tree 31 - each additional 100 - application 296 - with development	122 - 1-5 trees
Tree Removal	255	1,170	1,330	505 - administrative 1,335 - application 110 - each additional 10 trees	146.50 - permit no development 706 - permit with development 298.50 - administrative with development	68 - single tree 31 - each additional 100 - application 296 - with development	122 - 1-5 trees