



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

CITY COUNCIL SPECIAL MEETING Monday, July 8, 2024 4:30 PM

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/87545876814> Webinar ID: 875 4587 6814 Passcode:
813607 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.

CALL TO ORDER AND ROLL CALL

ANNOUNCEMENTS

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. Persons are not required to provide their names, however, it is helpful for speakers to state their names so they may be identified in the minutes of the meeting. Under the Brown Act, public comment for matters on the agenda must relate to that agenda item and public comments for matters not on the agenda must relate to the subject matter jurisdiction of this legislative body. If a member of the public attending the meeting remotely violates the Brown Act by failing to comply with these requirements of the Brown Act, then that speaker will be muted.

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 3, 2024, Special Meeting Minutes, May 7, and June 4, 2024, Regular Meeting Minutes
2. May 2024 Monthly Reports
3. May 2024 Check Register Summary
4. Resolution 2024-049 designating Mayor Dave Potter as the voting delegate and Mayor Pro Tem Bobby Richards as the alternative voting delegate at the 2024 Annual League of California Cities Conference
5. Consideration of a pilot program for Saturday Farmers' Market July through October 2024, in addition to the market on Thursdays.
6. Resolution 2024-050 Adopting the Annual General Plan and Housing Element Progress Reports for 2023

ORDERS OF BUSINESS

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

7. Resolutions 2024-051 and 2024-052, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement (PSA) with 4Leaf, Inc., and Amendment No. 2 to the PSA with Ausonio, Inc., both for Project Management Services, for a fee increase of \$150,000 and a not-to-exceed fee of \$125,000 for Fiscal Year 2024/25, respectively.
8. Resolution 2024-053 authorizing the City Administrator to execute a Construction Contract with California Constructors, in the amount, with a 15% contingency, of \$183,310 for the City Hall Roof Replacement Project
9. Resolutions 2024-054, 2024-055, and 2024-056, approving Change Orders #4 and #5 for each of the City's On-Call Tree Service Contractors to balance spending in Fiscal Year 2023/24, to allocate tree contracts for Fiscal Year 2024/25, and to allocate funds for the City's On-Call Landscape Maintenance Services contract, respectively.
10. Resolution 2024-057 approving an agreement between the City of Carmel-by-the-Sea and Pacaso, Inc.
11. Receive and review the Request for Proposals for Architectural Services for the Harrison Memorial Library provide staff with direction
12. Consider Resolution 2024-062, directing staff to begin working immediately on the development of alternative sites and programs that would allow for an amendment to the City's adopted 6th Cycle Housing Element to remove the Vista Lobos and Sunset Center from the Sites Inventory List.

CLOSED SESSION

- A. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6:**
Agency Designated Representatives: Assistant City Administrator Brandon Swanson, Senior HR Analyst Marisa Bermudez, Zachery Lopes (Burke, Williams & Sorensen)
Employee Organization: General Employees Unit, Management Employees Unit, Affiliated Units of LiUNA

Public Appearances - Items on Closed Session Only

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).



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

July 8, 2024
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	June 3, 2024, Special Meeting Minutes, May 7, and June 4, 2024, 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) May 7 2024, Regular Meeting Minutes
- Attachment 2) June 3, 2024, Special Meeting Minutes
- Attachment 3) June 4, 2024, Regular Meeting Minutes

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

REGULAR MEETING MINUTES

Tuesday, May 7, 2024

TOUR OF INSPECTION - 4:00 p.m.

Prior to calling the meeting to order, the Council conducted an on-site tour of inspection of the property listed below.

- A.** Carmelo Street 2 northeast of 8th Avenue, Carmel-by-the-Sea, Block N, Lot 16 APN 010-265-010 (De Caussin)

OPEN SESSION - 4:30 p.m.

CALL TO ORDER AND ROLL CALL

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

Roll call: Councilmembers Jeff Baron, Alissandra Dramov, Karen Ferlito, Mayor Pro Tempore Bobby Richards, and Mayor Dave Potter were present.

PLEDGE OF ALLEGIANCE

Mayor Potter led the pledge of allegiance.

EXTRAORDINARY BUSINESS

A. Proclamation Recognizing May 19-25 as National Public Works Week - Councilmember Ferlito read the proclamation and presented it to Public Works Department Director Bob Harary.

B. Proclamation Declaring May as Military Appreciation Month - Mayor Pro Tem Richards read the proclamation and presented it to the Veterans from local post 512.

C. Carmel High School Report Out - Colin Pritchard and Racey Chisum from the Carmel High School ASB reported on happenings at Carmel High School.

PUBLIC APPEARANCES

Helen Rothwell

Richard Kreitman

Craig Rose

Linda Califore

Ken White

ANNOUNCEMENTS

A. City Administrator - City Administrator Rerig thanked Planning Commissioner Michael LePage, who installed irrigation and lighting for the WWII memorial. He thanked Public Works for spreading wood chips out for the Big Sur Marathon recently and reported that the repairs at the Post Office are underway and moving along as quickly as possible. He announced with great sorrow that City Librarian Michaela Carozza passed away yesterday unexpectedly and asked the Council to adjourn the meeting in her memory.

B. City Attorney - City Attorney Brian Pierik said that there was no reportable action from Closed Session yesterday or today.

C. Councilmember Announcements -

Mayor Pro Tem Richards - Announced that the Fire and Ambulance ad hoc held a meeting recently and will hold a public meeting in June. He added that the Flock Camera ad hoc will also hold a public meeting in June and encouraged the public to participate. He requested a future agenda item an ad hoc to discuss the possibility of Carmel becoming a Charter City.

Councilmember Dramov - Announced that there will be a community listening session on the Flock Cameras on June 10th.

Councilmember Ferlito - Provided a brief update from the Street Address ad hoc committee:

- The ad hoc met with the USPS Address Management Systems Manager at the Post Office to address several concerns.
- Implementing street addresses will not result in at home delivery and the post office in town will remain open, and mail delivery to P.O. boxes will continue unchanged.
- To comply with the CA Fire Code, the City needs to have house and building numbers visible from the street for community safety.
- Requested a future agenda item in June or July to give a more detailed report and seek direction from Council.

Councilmember Baron - Announced that the next Fire and Ambulance Ad Hoc meeting will be a public meeting on May 14th at 3pm. He agrees with adding an agenda item in June or July regarding a detailed update on street addresses and supports a discussion forming an ad hoc on becoming a Charter City.

Mayor Potter - Thanked the ad hoc committee for their updates and requested that an ad hoc report out item be added to all future agendas to keep the public informed.

ORDERS OF BUSINESS

Item 4 - Consideration and recommendation of FY 2024-2025 Council Discretionary Grant Funds and provide direction for the disbursement of the funds to various organizations

City Clerk Romero gave a presentation to Council on the item and requested direction on the total amount of funding to allocate for the Fiscal Year (FY) 2024-2025 budget, and how to allocate the funds among the eligible applicants. She summarized that 16 applications were received, and among those 11 applications were found to have all the eligibility requirements of the Council's Discretionary Grant Policy, and as of today, the Tor House Foundation submitted additional supporting documentation bringing the total number of eligible applicants to 12.

Public Comment:
Megan Whilden

Councilmember Ferlito said that the Tor House Foundation submitted the documentation missing from their application packet today and requested that the Council consider awarding a grant to the Tor House Foundation. Council consensus was to support as many local non-profits as possible.

Motion by Councilmember Ferlito to allocate \$36,000 for FY 24-25 Council Discretionary Grants, and award \$3,000 to each of the 12 eligible applicants, including the Tor House Foundation, seconded by Councilmember Baron, and approved 4-1-0-0 by the following roll call vote:

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

NOES: Councilmember Dramov

ABSENT: None

ABSTAIN: None

Item 5 - Receive the Fiscal Year 2024-2025 Recommended Budget

Assistant City Administrator Brandon Swanson gave a presentation on the Recommended Budget for FY 2024-2025 and stated that the City encourages the public to submit budget questions between today and May 17th, and there will be a budget workshop meeting on May 21, 2024, at 4:30 pm. He added that the budget is scheduled for adoption on June 4th. He went over the budget highlights, such as revenue projections, expenditures by type and function, key changes, employee salaries and benefits, and Capital Projects.

Public Comment:
Beth Bowman
Richard Kreitman
Noel Carr
Melanie Billig
Shirley Moon

City Administrator Rerig clarified that the budget presented does not rely on dipping into the City's reserves, instead it utilizes unused fund balance from previous years, known as the "fund balance", which is separate from the reserve fund. Council asked for clarification the staffing

levels, and Swanson explained that staffing levels remain consistent. Council discussed that the current CIP budget is a result of playing catch up on projects that were halted during the pandemic. Council directed staff to address budget questions at the next meeting on May 21st.

Item 6 - Receive the Fiscal Year 2024-2025 Fee Schedule for Administrative Services, Community Planning and Building, Public Safety, and Public Works services

Assistant City Administrator Swanson gave a presentation to Council summarizing the fee current schedule, proposed fee changes, comparisons with nearby cities, tree permit costs. He added that tonight is to discuss the recommended fee schedule for FY 24-25 which is slated for adoption in June and will incorporate direction received from the council today. Swanson answered questions from Council.

Public Comment:
Mark Stillwell

Staff received comments from Council. No formal action was taken.

Item 7 - Resolution 2024-036, authorizing the City Administrator to execute a Construction Contract with Monterey Peninsula Engineering for the Base Bid, Bid Additive, and 10% contingency, in the total amount of \$433,818, for construction of the Mission Trail Nature Preserve, 3 Stream/Drainage Project

Project Manager Javier Hernandez presented a summary of the Mission Trail Nature Preserve (MTNP) projects, covering their background, design and environmental permit phases, bid process, grant funding, and request for supplemental funding to complete the projects.

Public Comment:
Linda Calafiore
Tasha Witt
Andi Carr

Council discussed postponing parts of the project that aren't time-sensitive. Staff explained that postponing could risk permit expiration, which is a time-consuming and costly part of the project.

Motion by Councilmember Ferlito to adopt Resolution 2024-036, seconded by Councilmember Baron, approved 3-2-0-0 by the following roll call vote:

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

NOES: Councilmembers Dramov, Richards

ABSENT: None

ABSTAIN: None

Item 8 - Resolution 2024-035 ratifying appointments to the Harrison Memorial Library Board of Trustees, Planning Commission, Historic Resources Board, and Forest and Beach Commission

City Clerk Romero summarized the item and announced the names of the applicants that are recommended by the Mayor and Mayor Pro Tem for appointment to various boards and commissions. Mayor Potter thanked all of the applicants who applied.

Motion by Councilmember Ferlito to adopt Resolution 2024-035, seconded by Mayor Potter, and approved 5-0-0-0 by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

Council took a recess at 6:33 pm, and returned to the dais at 7:00 p.m.

Item 9 - Transient Occupancy Tax (TOT) Ballot Measure Discussion and Request for Direction

City Clerk Romero gave a presentation on the item, outlining the possible timeline and actions needed to add a TOT ballot measure to the 2024 election, and provided alternate timelines for 2025 or 2026. She asked for Council direction on whether to proceed.

Public Comment:

Mark Watts, hotel owner

Mark Stillwell, hotel owner

Tasha Witt

Kristi Reimers

Victoria Beach

Dale Byrne

Council discussion continued. Councilmember Ferlito requested a revenue comparison between a TOT increase and a paid parking to gauge community support. Councilmember Baron suggested considering other taxes, like a vacancy tax, and agreed on exploring paid parking management for revenue or a transfer tax by becoming a charter city. He suggested finding a compromise solution to raising the TOT rather than deferring the discussion. Councilmember Dramov said that she would support a 1% TOT increase combined with a 1% Hotel Improvement District (HID) tax decrease and using the funds from the increased TOT to use towards a housing fund.

Mayor Potter motioned to table the discussion on a TOT ballot measure to a future meeting date, and to direct staff not to pursue adding a ballot measure to the November 2024 election, seconded by Mayor Pro Tem Richards.

Substitute motion by Councilmember Dramov to decrease the HID tax to 1% and move forward with a 1% TOT special tax used towards a housing fund. Motion died due to lack of second.

Council discussion resumed.

Motion by Mayor Potter to table the discussion on a TOT ballot measure to a future meeting date, and direct staff not to pursue adding a ballot measure to the November 2024 election, seconded by Mayor Pro Tem Richards, and approved 4-1-0-0 by the following roll call vote:

AYES: Councilmembers Dramov, Ferlito, Richards, and Mayor Potter

NOES: Councilmember Baron

ABSENT: None

ABSTAIN: None

Item 10 - Discussion/Direction on housing outreach to identify alternatives to the city-owned sites for the construction of affordable housing.

Principal Planner Marnie Waffle presented on the Housing Element, Regional Housing Needs Allocation (RHNA), identifying housing sites, constraints with religious properties, and other alternatives explored. She answered questions from Council.

Mayor Pro Tem Richards highlighted the Housing Ad Hoc's outreach since day one to local property owners to gauge interest in developing affordable housing. Ms. Waffle encouraged interested property owners to contact the Planning Department with their ideas for affordable housing. Councilmember Dramov expressed concerns about using City-owned sites, like the Sunset Center south parking lot, for affordable housing. Ms. Waffle explained that developing affordable housing on other sites would reduce the RHNA numbers, be reported in the annual housing element update to the state, while automatically removing city owned sites without requiring amending the adopted housing element document.

Public Comment:

Andi Carr

Ken White

Richard Kreitman

Hans Buder

Victoria Beach

Tasha Witt

Kristi Reimers

Michael McWalters

Dale Byrne

Mike

Ms. Waffle addressed public questions and suggested that Council proceed with the adopted housing element projects while also welcoming affordable housing proposals from interested property owners or residents.

Councilmember Dramov said she would like to receive regular updates from the local citizens group exploring alternative affordable housing sites aside to document the city's active pursuit of housing solutions leading to permits and building projects.

Councilmember Ferlito supported adopting the presented housing element and reiterated that staff will continue to welcome and follow up on any proposals for deed-restricted low-income housing or market-rate housing. She emphasized that the planning staff has other projects to focus on and does not want it to appear to the state that the housing element is being amended or changed immediately after adoption.

The Council directed staff to maintain contact with the citizen group researching alternative housing sites and requested an update in September, followed by quarterly updates.

PUBLIC HEARINGS

Item 11 - MA 23-103 (Cypress Inn): Consideration of a Mills Act Contract application MA 23-103 (Cypress Inn) for the historic "La Ribera Hotel" located on the northeast corner of Lincoln Street and 7th Avenue in the Residential and Limited Commercial (RC) District. APN 010-147-008-000.

Mayor Potter and Mayor Pro Tem Richards recused themselves from the item due to the proximity of their homes to the project and both left the dais at 8:47 p.m. Councilmember Baron resumed as acting chair of the meeting.

Associate Planner Katherine Wallace gave a presentation to Council on the Cypress Inn, and the 5 findings that were found to have been met by the Historic Resources Board recommending approval of a Mills Act Contract.

Public Comment:

Girard Rose, read a comment from the applicant

Ken White

Anthony Lombardo, spoke on behalf of the applicant

Kate Levett, daughter of applicant

Peter Rabbido

Tasha Witt

Kristi Reimers

Tom Bruce

KC, read a comment by David Armanesco

Chris Tescher

Karyl Hall

Council discussion resumed, voicing agreement with approval of the Mills Act Contract for the Cypress Inn.

Motion by Councilmember Dramov to approve the Mills Act Contract for the Cypress Inn, seconded by Ferlito, and approved 3-0-0-2 by the following roll call vote:

AYES: Councilmembers Baron, Dramov, Ferlito

NOES: None

ABSENT: None

ABSTAIN: Mayor Pro Tem Richards, Mayor Potter (recused)

Mayor Potter and Mayor Pro Tem Richards returned to the dais at 9:26 p.m.

Council took a recess at 9:26 p.m. returned to the dais at 9:30 p.m.

Item 12 - Resolution 2024-038 ordering the abatement of a declared Public Nuisance, a privately-owned Monterey pine tree, located at the southeast corner of Casanova Street and Eleventh Avenue

City Forester Justin Ono gave a brief overview of the item and answered questions from Council.

Public comment:

Melanie Billig

Christie Hollenbeck

Council received no objections to the abatement of the privately owned Monterey Pine declared a public nuisance from the public. City Forester Ono reiterated that the City has tried for months to reach the property owner to no avail.

Motion by Councilmember Baron to adopt Resolution 2024-038, seconded by Mayor Potter.

Council discussed the option of abating the nuisance, but not putting a lien on the property owner for the cost of the tree removal.

Councilmember Ferlito made a substitute motion, to amend Resolution 2024-038, to abate the tree, but not file a lien against the property for the cost of the abatement. Councilmember Baron agreed to the substitute motion.

Motion by Councilmember Ferlito, to adopt Resolution 2024-038 with the amendment that the tree be removed by the City but not file a lien against the property for the cost of the abatement, seconded by Councilmember Dramov, and approved 3-2-0-0 by the following roll call vote:

AYES: Dramov, Ferlito, Dramov, and Mayor Potter

NOES: Councilmembers Baron, Richards

ABSENT: None

ABSTAIN: None

Item 13 - PERM EN 23-272 (De Caussin): Consideration of a Permanent Encroachment Permit application, PERM EN 23-272 (De Caussin), for existing encroachments in the public right-of-way, fronting a single-family residence located on Carmelo Street 2 northeast of 8th Avenue. APN 010-265-010-000.

Councilmember Dramov recused herself from the item due to proximity of her home to the property location and left the dais and the meeting at 9:41 p.m.

Associate Planner Katherine Wallace gave a presentation on the item, summarizing the process of approving encroachment permits, and when the permits are deferred to Council to provide direction to staff. She added that in 2004 the previous homeowners installed unpermitted stones, steps, and sealed decomposed granite (DG) landing area similar to paving. She stated that staff reviewed the encroachment permit request and found that the sealed DG area does not meet the guidelines for approval and approval would set a precedent. She summarized the options for Council to consider are either to approve the encroachment permit and allow the existing encroachments to remain or be replaced in kind, or, to deny the encroachment permit request and require the homeowner to remove all or some of the encroachments from the public right-of-way at their expense.

Motion by Councilmember Ferlito to deny the encroachment permit request, and direct the homeowner to remove the decomposed granite, crushed rock planter border, and the “half crescent” stone landing with brick edge that was installed without authorization after 2004.

Substitute motion by Mayor Pro Tem Richards, to remove the decomposed granite and put back the mulch, but approve the encroachment permit request for the crushed rock planter boarder and the half crescent stone landing with brick edge. Motion seconded by Mayor Potter.

Council discussion resumed. Mayor Pro Tem Richards removed his substitute motion and made a new motion.

Motion by Mayor Pro Tem Richards to approve the encroachment permit for only the crushed rock planter border and what was authorized in 2004, and order the removal of the encroaching decomposed granite and outer portion of the stone half crescent with brick edge, up to the inside row of bricks and put back the mulch, seconded by Councilmember Baron, and approved 4-0-0-1 by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: Councilmember Dramov (recused)

Item 14 - Consideration of a Permanent Encroachment Permit application, PERM EN 23-242 (Maxcy-Levy) for the installation of pavers in the public right-of-way fronting a single-family residence located at Camino Real 3 northwest of 8th Avenue (APN: 010-265-005) - ***Recommended for continuance to August 6, 2024***

Motion by Mayor Potter to continue this item to a public hearing on July 9, 2024, seconded by Councilmember Ferlito, and approved 4-0-1-0 by the following roll call vote:

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

NOES: None

ABSENT: Councilmember Dramov

ABSTAIN: None

FUTURE AGENDA ITEMS

Councilmembers Ferlito and Baron requested an agenda item on Street Addresses be added to the agenda in June or July.

Councilmember Baron and Mayor Pro Tem Richards requested that staff provide an update at the September Strategic Planning Workshop regarding the steps required to become a Charter City.

ADJOURNMENT

Council adjourned at 10:08 pm in memory of Michaela Carozza.

APPROVED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk

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

SPECIAL MEETING MINUTES

Monday, June 3, 2024

CALL TO ORDER AND ROLL CALL

Mayor Pro Tem Richards called the meeting to order at 4:30 p.m.

Roll call: Councilmembers Jeff Baron, Alissandra Dramov, Karen Ferlito, and Mayor Pro Tempore Bobby Richards were present. Mayor Potter arrived at the meeting at 4:34 p.m.

PUBLIC APPEARANCES

None

CONSENT AGENDA

Motion to adopt consent agenda items #1-7.

Motion by Councilmember Dramov to approve consent agenda items 1 through 7, seconded by Councilmember Ferlito, and approved 5-0-0-0 by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

Item 1 - May 6, May 7, and May 21, 2024, Special Meeting Minutes

Item 2 - April 2024 Monthly Reports

Item 3 - April 2024 Check Register Summary

Item 4 - Resolution 2024-039 calling for a General Municipal Election to be held on Tuesday, November 5, 2024, for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California relating to General Law Cities, requesting the County Elections Department to conduct the Election, requesting consolidation of the election, and providing for a procedure for determining a tie vote for the November 5, 2024 City of Carmel-by-the-Sea Municipal Election

Item 5 - Resolution 2024-040 authorizing the City Administrator to amend the existing contract and updated fees for service for a period of one additional year with the Monterey County Health Department's Animal Services Division ending June 30, 2025

Item 6 - Resolution 2024-041 authorizing the consumption of alcohol on public property at the Monterey County Vintners Annual Winemakers' Celebration to be held August 24, 2024

Item 7 - Resolution 2024-045, adopting a Memorandum of Understanding (MOU) between the City of Carmel-by-the-Sea and Carmel Fire Ambulance Association for the period July 1, 2024, through June 30, 2026, and authorizing the City Administrator to execute the Memorandum of Understanding

CLOSED SESSION

City Attorney Pierik read the following closed session titles:

A. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6:

Agency Designated Representatives: Assistant City Administrator Brandon Swanson, Senior HR Analyst Marisa Bermudez, Katy Suttorp (Burke, Williams & Sorensen) Employee Organization: General Employees Unit, Management Employees Unit, Affiliated Units of LiUNA

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

Public comment:
None

ADJOURNMENT

Council adjourned into closed session at 4:35 p.m. Closed session adjourned at 6:00 p.m.

APPROVED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk

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

REGULAR MEETING MINUTES

Tuesday, June 4, 2024

CALL TO ORDER AND ROLL CALL

Mayor Dave Potter called the meeting to order at 4:32 p.m.

Roll call: Councilmembers Jeff Baron, Alissandra Dramov, Karen Ferlito, Mayor Pro Tempore Bobby Richards, and Mayor Dave Potter.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Richards led the pledge of allegiance.

EXTRAORDINARY BUSINESS

Pride Month Proclamation - Councilmember Baron read the proclamation declaring June as Pride Month in the City of Carmel-by-the-Sea.

Carmel High School Report Out - no reports from Carmel High School.

PUBLIC APPEARANCES

Nancy Twomey

Louis Leder

Tasha Witt

Amy Herzog

Melanie Billig

Kevin Ruse

Hans Buder

Jo Todd

Taylor-Anne Vaughan

Dave

Jude E.

Phone caller (no name)

Mayor Potter called a recess at 4:55 p.m. and the Council left the dais. The Council convened and resumed the meeting at 5:06 p.m.

ANNOUNCEMENTS

City Administrator Rerig - Thanked the City weekend staff for their hard work during the busy summer season and the public for participating in the Carmel Prepares and Urban Forest Master Plan Workshops.

City Attorney Pierik - no reportable action from yesterday's Closed Session.

Councilmember Announcements -

- Councilmember Baron thanked attendees of the Urban Forest Master Plan workshop and praised Chief Tomasi and Fire Chief Miller for the successful Wildfire Preparedness Workshop. He also said that as the city's TAMC representative he is available for questions or feedback regarding public transportation.
- Councilmember Dramov bid a fond farewell to longtime Carmel resident Janie Marshman, who is moving to Southern California. She spoke about Janie placing American flags around downtown in honor of veterans for Memorial Day.
- Councilmember Ferlito reminded everyone not to dispose of batteries in the trash due to fire hazards and to place them in a plastic bag on top of the trash bins on collection day instead.
- Mayor Pro Tem Richards reported attending a Memorial Day celebration in Devendorf Park, a surf competition, third grade mock council meetings, and noted the success of the culinary week kickoff.
- Mayor Potter reported that he missed the Memorial Day celebration due to celebrating his mother-in-law's 100th birthday with family, but did get to enjoy some of culinary week events. He also requested the City Administrator to look into adding another restroom to Piccadilly Park due to long lines over the weekend.

Ad Hoc Committees - Report Out

- Police Building Project Ad Hoc: Councilmember Baron announced another public ad hoc meeting on Thursday, June 6, at 3:30 p.m. to discuss the police building facility assessment.
- Flock Camera Ad Hoc: Councilmember Dramov announced a public meeting on June 10 at 4:00 p.m. and encouraged public attendance.
- Fire and Ambulance Ad Hoc: Mayor Pro Tem Richards reported on the May 14 public meeting and the recommendation was for the City Administrator to revisit the 2021/2022 contract services with Monterey Fire.
- Street Addresses Ad Hoc: Councilmember Ferlito provided an update on the committee's findings and requested an agenda item for the July City Council meeting to seek Council direction on street addresses.

ORDERS OF BUSINESS

Item 1 - Resolution 2024-042, authorizing the City Administrator to execute Amendment No.1 to the Agreement with Visit Carmel, a nonprofit corporation, for marketing services extending the term through June 30, 2027

City Administrator Rerig provided a summary of the item and requested Council to continue the City's relationship with the Visit Carmel non-profit by extending the agreement for marketing services by adopting the Resolution.

Public Comment:

Andi Carr

Kristi Reimers

Amy Herzog

Rob O'Keefe

Mayor Pro Tem Richards highlighted Visit Carmel's history and the benefits of its partnership with the City to attract visitors. Councilmember Dramov emphasized the need for more public input in Visit Carmel decisions, suggesting a 1-year renewal of the agreement instead of 3 years. Councilmembers Baron and Ferlito expressed support for renewing the agreement with Visit Carmel.

Motion by Councilmember Baron to adopt Resolution 2024-042, seconded by Mayor Pro Tem Richards, and approved 5-0-0-0 by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

Item 2 - Resolution 2024-043, authorizing the City Administrator to execute an agreement with Keep It Simple for the installation and configuration of network firewalls and associated switching hardware in a total amount not to exceed \$109,998 for a contract term ending July 30, 2029

Information Systems Manager Joel Staker gave a brief summary of the item giving reasons for executing an agreement to replace old firewalls with new firewalls to keep the city protected from hackers and ransomware.

Public comment:

None

Motion by Councilmember Baron to adopt Resolution 2024-043, authorizing execution of an agreement with Keep It Simple for the installation of network firewalls and associated switching hardware in an amount not to exceed \$109,998 for a contract term ending July 30, 2029, seconded by Mayor Potter and approved 5-0-0-0 by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

Item 3 - Resolution 2024-044 approving a 3.59 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, 2024, and approving Amendment No. 3 to the Memorandum of Understanding between ReGen Monterey and Member Agencies for Fiscal Year 2024/25

Environmental Programs Manager Mary Bilse gave a brief overview of the item.

Public Comment:

None

Mayor Pro Tem Richards requested clarification on who pays for the study that justifies the Green Waste franchise cost increases. He stated that annual cost increases are a concern for residents who already pay significantly for weekly trash pickup, with no option to lower costs or exit the contract. Councilmember Ferlito noted that trash service costs in Carmel are higher because the contract includes the service of trash collectors pulling cans from yards, which residents appreciate.

Motion by Mayor Potter to adopt Resolution 2024-044, approving a 3.59 percent rate increase by the City's franchised hauler, GreenWaste Recovery, and approving Amendment No. 3 to the Memorandum of Understanding between ReGen Monterey for Fiscal Year 2024/25, seconded by Councilmember Baron, and approved 5-0-0-0 by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

PUBLIC HEARINGS

Item 4 - Resolution 2024-046 Adopting the Fiscal Year 2024-2025 Appropriations Limit

Assistant City Manager Brandon Swanson gave a brief summary of the item.

Public Comment:
None

Motion by Mayor Potter to adopt Resolution 2024-046, Adopting the Fiscal Year 2024-2025 Appropriations Limit, seconded by Councilmember Baron, and approved 5-0-0-0 by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

Item 5 - Resolution 2024-047 Adopting the Fiscal Year 2024-2025 Annual Operating and Capital Budget

Assistant City Manager Swanson gave a presentation on the item and outlined the changes made to the recommended FY 2024-2025 budget based on the direction received at the last workshop. He thanked the public for submitting so many great questions which were answered by staff and included in the budget booklet. He answered questions from Council.

Public Comment:
Tasha Witt
Andi Carr
Greg Ahn
Richard Kreitman
Rob O'Keefe

Mayor Potter emphasized the City's fiscal responsibility post-pandemic, leading to stability and a healthy budget. He highlighted smart planning for the future reflected in the proposed budget. Councilmember Baron said the use of the prior years' fund balance for catching up on past CIP projects and infrastructure repairs should be seen as a benefit to the entire community. He clarified that staff works under Council policy direction, not independently creating the budget. Councilmember Dramov suggested using the fund balance for the police station and urged careful consideration of tax discussions.

Motion by Mayor Potter to adopt Resolution 2024-047, Adopting the Fiscal Year 2024-2025 Annual Operating and Capital Budget, seconded by Councilmember Ferlito, and approved 4-1-0-0 by the following roll call vote:

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

NOES: Councilmember Dramov

ABSENT: None

ABSTAIN: None

Item 6 - Resolution 2024-048 adopting Fiscal Year 2024-2025 Fee schedule for Administrative Services, Community Planning and Building, Public Safety and Public Works Services

Assistant City Administrator Swanson gave a brief summary of the item and answered questions from Council. He highlighted that the dead tree removal fee was lowered to \$200, which is less than the cost of providing the service.

Public Comment:
None

Councilmember Dramov expressed concerns about high appeal costs and public feedback on high fees and said she does not support the updated fee schedule. Councilmember Baron clarified that service fees are set to ensure the city breaks even, with some fees lower than actual costs. He emphasized the city's responsibility to recover service costs.

Motion by Councilmember Ferlito to adopt Resolution 2024-048, adopting Fiscal Year 2024-2025 Fee schedule for Administrative Services, Community Planning and Building, Public Safety and Public Works Services, seconded by Mayor Pro Tem Richards, and approved 4-1-0-0 by the following roll call vote:

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

NOES: Councilmember Dramov

ABSENT: None

ABSTAIN: None

Item 7 - First Reading and Introduction of Ordinance No. 2024-001, adding Chapter 8.30 to Title 8 to the Carmel-by-the-Sea Municipal Code regarding a policy related to the use of Military Equipment by the Carmel-by-the-Sea Police Department

Police Chief Paul Tomasi presented an overview of Assembly Bill 481, its compliance requirements, as well as the police department's military equipment use policy, and the draft ordinance on military equipment use. He clarified that while the City does not own or plan to acquire any military equipment, a policy must be adopted due to the City's partnership with the Monterey Peninsula Regional Special Response Unit (MPRSRU), which has access to such equipment, and provides added transparency to the public. Chief Tomasi also answered questions from the Council.

Public Comment:
Christy Hollenbeck
Sylvia
Dave
Chris Cavgar

City Attorney Pierik read the title of the Ordinance.

Motion by Councilmember Baron to read by title only, waive full reading, and introduce Ordinance 2024-001, adding Chapter 8.30 to Title 8 to the Carmel-by-the-Sea Municipal Code regarding a policy related to the use of Military Equipment by the Carmel-by-the-Sea Police Department; and set a second reading for July 8, 2024. Motion seconded by Mayor Pro Tem Richards, and approved 5-0-0-0 by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

FUTURE AGENDA ITEMS

None

ADJOURNMENT

Council adjourned the meeting at 7:11 p.m.

SIGNED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

July 8, 2024
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: May 2024 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:

N/A

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 2023-24
MAY 2024

Date entered Into	Contractor	Contract Amount	Purpose
5/22/2024	CIVICPLUS	\$21990.00 + TAX	CIVIC CLERK ANNUAL FEE:Agenda and Minutes Mgmt package



CITY OF CARMEL-BY-THE-SEA Monthly Report

Community Planning and Building Department

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Leah R. Young, Administrative Coordinator
SUBMITTED ON:	June 1, 2024
APPROVED BY:	Brandon Swanson, Assistant City Administrator & Acting Director of Community Planning and Building

MAY 2024 – DEPARTMENT ACTIVITY REPORT

I. PLANNING PERMIT APPLICATIONS:

In May 2024, **26** planning permit applications were received.

II. BUSINESS LICENSE APPLICATIONS:

In May 2024, **4** business license applications were received.

III. BUILDING PERMIT APPLICATIONS:

In May 2024, **57** building permit applications were received.

IV. CODE COMPLIANCE CASES:

In May 2024, **1** new code compliance case was created.

V. TRANSIENT RENTAL COMPLIANCE CASES:

In May 2024, **3** new transient rental compliance cases were created.

VI. ENCROACHMENT PERMIT APPLICATIONS:

In May 2024, **31** encroachment permit applications were received.

VII. TREE PERMIT APPLICATIONS:

In May 2024, **27** tree permit applications were received.

Table 1 includes the following May 2024 totals:

- Planning Permit Applications
- Business License Applications
- Building Permit Applications
- Code Compliance Cases
- Transient Rental Cases
- Encroachment Permit Applications
- Tree Permit Applications

May 2024 totals are provided alongside May 2023 totals for comparison. Compared to the same time period in the year 2023, Table 1 denotes percentage changes in the year 2024.

Table 1
Permit Application Totals and YTD Percentage Changes

	PLANNING	BUSINESS LICENSES	BUILDING	CODE COMPLIANCE	TRANSIENT RENTAL COMPLIANCE	ENCROACH- MENTS	TREE REMOVAL & PRUNING
2023 YTD Totals	162	29	256	81	15	113	194
2024 YTD Totals	152	30	263	63	11	110	152
YTD % Difference	- 6.17%	- 3.44%	+ 2.73%	- 22.22%	- 26.67%	- 2.65%	- 21.65%



Planning Permit Report

05/01/2024 - 05/31/2024

Permit #	Permit Type	Project Description	Address/Location	Date Received	Date Approved	Status
24152	Historic Evaluation	Phase 1 Initial Historic Evaluation for the removal and replacement of windows on the exterior second story of the building.	NW Corner of San Carlos & 8th	5/29/2024		In Review
24151	Lot Merger	Merger of lots #7 and #9	Santa Fe 2 SW of Mountain View	5/29/2024		In Review
24150	Design Review	New Full Line Restaurant	Su Vecino Court, Dolores between 5th and 6th 010-138-020-00	5/29/2024		In Review
24149	Coastal Development Permit	The project involves replacement of an existing sewer main within the Scenic Road right-of-way between Ocean Avenue and Martin Way in the City (as well as other areas within County jurisdiction). Please see the attached Project Description for further details..	Right-of-way within Scenic Road between Ocean Avenue and Martin Way	5/29/2024		In Review
24148	Coastal Development Permit	DUPLICATE. See CDP 24149 (CAWD - Scenic Project)	right-of-way within Scenic Road between Ocean Avenue and Martin Way			Closed
24147	Design Study	ASSOCIATED PERMIT: BP 240115. Tear off (e) roof, install new underlayment and new Davinci Multi-Width Slate along with 50-mil Durolast roofing on flat portions of roof. Install new copper gutters and downspouts.	Ocean 2 SE of Forest	5/17/2024		In Review
24146	Historic Evaluation	HISTORIC EVALUATION. Addition of Skylights	Lobos 5 NE 4th	5/29/2024		In Review
24145	Design Study	Addition of rear deck and removal of hardscape	Forest 3 SW of 7th	5/22/2024		In Review
24144	Preliminary Site Assessment	Preliminary Site Assessment for a future Track 2 Design Study Application	Mission 2 NW of Santa Lucia	5/24/2024		In Review

24143	Design Study	ASSOCIATED PERMITS: BP 230582 & DS 23-022. Revision to previously approved Design Study DS 23-022: Modify dimension of approved 2nd floor window AD from : 4'-0" wide x 2'-0" high to : 4'-0" wide x 2'-8" high. Window is fixed. Increase opening size by 2.67 sq. ft. Demolish existing wood fireplace chimney; re-build in kind.	4th Avenue 2 NE Lobos Street	5/9/2024		In Review
24142	Historic Evaluation	Replace exterior doors, windows, siding. New site walls, stairs, paving.	Scenic Rd 1 NE of 10th Avenue	5/15/2024		In Review
24141	Sign	Replace existing Wells Fargo signs due to rebrand	26600 Carmel Center Place			Closed
24140	Design Study	Proposed ADU (575 s.f.) with a Roof Top (161 s.f.) accessible from the existing SFD.	Dolores 4 SW of 1st	5/24/2024		In Review
24139	Design Study	REPLACE DAMAGED SIDING AND DECK HAND RAIL, LIKE FOR LIKE.	Lopez 4 NW of 4th	5/13/2024		In Review
24138	Notice of Exempt Work	Paint Home and Garage new colors. Body: Downing Stone (SW 2821); Trim: Sage Green (SW 2851).	Carpenter 3 SE 5th	5/13/2024	5/13/2024	Approved
24137	Historic Evaluation	Historic evaluation for Residential interior and exterior remodel	Santa fe 7 sw of 8th	5/9/2024		In Review

24136	Design Review	Project proposes to refresh the Vista Lobos Park by removing invasive species, dead or end-of-life plants and planting a variety of native plants as approved by the City Forester. Roughly 15% of the space will be reserved for the current volunteers that maintain the park to plant a variety of seasonal wildflowers. The existing DG is authorized to be "refreshed", however no grading shall occur. No tree removal or planting is authorized as part of this permit. Any further site modifications require approval of the Forest & Beach Commission.	SW Corner of Torres & 3rd	5/8/2024	5/22/2024	Attachment 2 Approved
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24135	Design Study	This approval of Design Study (DS 24135 (California Coast, LLC)) authorizes amendments to existing Design Study Approvals (DS 21-362) for alterations to an existing single-family residence located on San Carlos 2 SW of 1st in the Single Family Residential (R-1) District with an active building permit (BP 22-316). The modifications approved under this Design Study include: 1. Moving "Window J" on the second floor on the North Elevation up to a sill height of 6'-0" from 3'-6". 2. Moving the pair of windows labelled "Window I" on the second floor on the South Elevation down to a sill height of 5'-0" from 6'-0". Alterations not expressly listed in this authorization are not permitted. The project shall be consistent with the plans application materials dated approved by Community Planning & Building Department on May 17, 2024, unless modified by the conditions of approval contained herein.	San Carlos 2 SW of 1st Ave	5/6/2024	5/17/2024	Attachment 2 Approved
24134	Sign	NEW SIGN: "Wally's". Simple sign with lightly raised lettering and 1" border. The charcoal and beige colors blend nicely with existing building colors (exterior and interior).^[1] The 27" x 16" reads: "Wally's" in custom lettering with "Men's Vintage & More" in smaller lettering.^[SEP]	San Carlos 3 SW of 5th	5/6/2024	5/28/2024	Approved

24133	Design Study	Rebuild and expand existing front deck. Rebuild stairs and deck as necessary. Remove non-conforming land coverage. No change to drainage.	Carpenter 4 NE of 3rd	5/6/2024		Attachment 2 Corrections Required
24132	Authorized Work	Removal of existing brick planter, installation of brick sidewalk area to match existing sidewalk. Installation of new wooden bench and bronze statue on new sidewalk area.	NE Corner of Junipero & 6th	5/1/2024	5/3/2024	Approved
24131	Design Study	ASSOCIATED PERMIT: DS 21-318. Two-story addition totaling 319 SQ FT. (Changes from approved).	Santa Lucia 2 NW of Casanova	5/7/2024		In Review
24130	Design Review	Interior Remodel/Expansion	Dolores Street 3 SW of Ocean			In Review
24129	Historic Evaluation	Historic Evaluation, Initial. See also DS 24114. RENOVATION TO EXISTING RESIDENCE. NEW ROOF OVER SECOND LEVEL MASTER SUITE WITH HEIGHTENED ROOF LINE TOWARDS REAR YARD, AND ADDITION OF A BAY WINDOW IN MASTER BEDROOM. NEW DECK IN REAR YARD AND CONVERSION OF MECHANICAL CLOSET IN BASEMENT TO STORAGE SPACE. BUILDING PREVIOUSLY DETERMINED INELIGIBLE FOR THE CARMEL HISTORIC RESOURCES INVENTORY.	Casanova, 4 S.W. of 8th Street, Carmel, CA 93923	4/23/2024		In Review
24128	Design Study	ASSOCIATED PERMITS: DS 22-315 & BP 22-067. Exterior revisions: Change in site coverage, added windows, and skylight. See attached scope of work.	Dolores 4 SW of 10th	5/1/2024		Corrections Required
24127	Design Study	Replace roofing, replace windows, paint, new patio	San Antonio 2 SE of 10th	5/1/2024		Corrections Required

Total Records: 26

6/7/2024



Business License Report

05/01/2024 - 05/31/2024

Entity #	Application Type	Business Name	Business Description	Location	Date Received	Date Approved	Status
24030	New Business	House of Cardoon (San Carlos)	Retail concept store selling home decor, clothing, jewelry, art, children's, gifts, toys	San Carlos Street, Between 5th & 6th Avenue	5/30/2024		
24029	New Business	Amber Moon	Womens Clothing	Mission 2 SW Of Ocean	5/30/2024		
24028	New Business	spanish oasis in carmel	home rental	26011 Ridgewood Road	5/23/2024		Closed
24027	Location Change	Esperanza Carmel	Office Space	San Carlos 3 SW of 5th	5/30/2024		Zoning Clearance Issued

Total Records: 4**6/7/2024**



Building Permit Report

05/01/2024 - 05/31/2024

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
240261	5/31/2024	6/5/2024	Run 1" gas line from meter to generator. Run 50' of 1" wardflex gas line under house. Run 30' of 1" polypipe underground.	4,200	Plumbing	Mission 2 NE of Vista
240260	5/31/2024	5/31/2024	Remove & replace existing rotten fence posts. Replace section of fencing removed for construction.	0	Exempt Work	NE Corner of Monte Verde & 13th
240259	5/31/2024		Remodel of an (e) two story house and attached carport. New driveway, patios, hardscape, fence.	250,000	Building	9th 2 NE of San Antonio
240258	5/30/2024		Tear off existing wood shake roof and replace with Certainteed Presidential TL roof in color Moire Black.	42,500	Roofing	NW Corner of Torres & Ocean
240257	5/30/2024	5/30/2024	Replacement of failed water heater.	1,000	Plumbing	Carpenter 3 SW of 3rd
240256	5/28/2024		Construction of a new 688sf detached ADU and supporting site work.	275,200	Building	NW Corner of Casanova & 8th
240255	5/28/2024	5/28/2024	Replace 1" dedicated gas line from meter to two fireplaces.	7,000	Plumbing	Vizcaino 5 SW of Mountain View
240254	5/28/2024	5/28/2024	Electrical work to do a service change, replacing the 100A overhead to a 200A	2,500	Electrical	Torres 3 SE of 9th
240253	5/24/2024	5/24/2024	Remove comp shingles and replace with comp shingles landmark TL in color Platinum.	19,400	Roofing	Lobos 2 NE of 3rd
240252	5/24/2024		NEW 200 S.F. DETACHED GARAGE.	1,000,000	Building	Santa Fe 3 SW of Mountain View
240251	5/24/2024		NEW 422 S.F. DETACHED ADU.	1,000,000	Building	Santa Fe 3 SW of Mountain View
240250	5/24/2024		NEW 1600 S.F. 2 STORY 3 BEDROOM 3 BATH SINGLE FAMILY HOUSE.	1,000,000	Building	Santa Fe 3 SW of Mountain View

240249	5/24/2024	5/24/2024	Reroofing - Remove existing wood shingles and replace with CertainTeed Presidential TL Composition, Autumn Blend color	94,340	Roofing	Santa Fe 2 SW of 8th
240248	5/24/2024	5/24/2024	Remove and replace 5 existing fence posts to repair fence at the rear of the lot. Fence is approximately 5'6" with 1" of lattice on top.	0	Exempt Work	4920 Monterey St
240247	5/23/2024	5/23/2024	Interior demolition only. Removal of flooring, ceiling and wall sheetrock, insulation, and plaster.	15,000	Demolition	NE Corner of Camino Real & 12th
240246	5/23/2024		INSTALLATION OF A 20KW KHOLER ALL HOME GENERATOR WITH A 200 AMP TRANSFER SWITCH.	10,000	Building	25971 Mission St., Carmel by the Sea, CA, 93923
240245	5/23/2024	5/23/2024	Emergency repair of broken gas line using 1" polyethylene gas pipe.	2,500	Plumbing	Monte Verde 3 SE of Ocean
240244	5/23/2024		Replace existing heat pump package unit with new Bryant 607CNXK48000 like for like	18,150	Mechanical	Ocean 2 NE of San Carlos
240243	5/21/2024		Tear off existing roof and install new CertainTeed Landmark shingles in color Georgetown Gray.	13,475	Roofing	Junipero 3 SE of 1st
240242	5/21/2024	5/21/2024	Repair fence at the east side of the property to correct structural integrity. Repair to be in-kind matching location, height, and material.	0	Exempt Work	NW Corner of Santa Fe & 2nd
240241	5/20/2024	5/20/2024	Remove & replace flooring, closet shelving, and interior paint.	0	Exempt Work	Camino Real 11 NE of 4th
240240	5/20/2024		Install new 16"x16" duct blower, clean roof of debris.	6,000	Mechanical	Ocean 3 SW of Lincoln
240239	5/20/2024		Repair and replace landing and railing at exterior stair outside of suite 123.	40,000	Building	SW Corner of Ocean & Junipero
240238	5/17/2024	5/22/2024	Remove existing wood shingles and replace with new CertainTeed Landmark TL composition shingles in color Shenandoah Brown.	45,000	Building	NW Corner of Ocean & Dolores

240237	5/17/2024		BATH 1 SHOWER PAN TO BE REPLACED WITH TILE OR PRE-FAB PAN. BATH 2 TUB TO BE REMOVED AND REPLACED WITH NEW SHOWER TILE OR PRE-FAB SHOWER PAN. NO OTHER WORK PROPOSED.	10,000	Plumbing	5 Sand & Sea
240236	5/17/2024		Accessibility Improvements to restroom and walkway	125,000	Building	NW Corner of Mission & 8th
240235	5/16/2024	6/6/2024	Repair leaking upper floor tile deck, tile to match existing.	10,000	Building	Carmelo 2 NW of 4th
240234	5/16/2024	5/21/2024	Remove existing shake roof and replace with new CertainTeed Presidential TL in color "Country Gray".	45,780	Roofing	Camino Real 3 NW of 9th
240233	5/16/2024		Repair water damage in kitchen and lower bedroom. Re-wire kitchen. Replace existing main electrical panel and relocate gas meter.	20,000	Building	4th 2 SW of Dolores
240232	5/16/2024		Replace the existing 150 sq. ft. second story deck waterproofing membrane with a new Grace brand Bituthane waterproofing membrane. Existing slate tile will be removed, and the matching tile will be reinstalled.	55,400	Roofing	San Antonio 2 SW of 10th
240231	5/15/2024		Repairs and/or replacements of various retaining walls around and adjacent to Sunset Center.	500,000	Building	SE Corner of San Carlos & 8th
240230	5/15/2024		Electrical service upgrade, remove old knob and tube wiring and install new romex, and replace exterior light fixtures.	10,000	Electrical	Santa Fe 2 NE of 4th

240229	5/14/2024		Emergency repair of the carport beam under waterproof deck which is failing. The waterproof deck is failing and requires repair. Multiple areas below the deck are required to be repaired due to water intrusion. Replace in-kind structural framing, waterproofing, insulation, drywall, and stucco.	100,000	Building	Junipero 2 SE of 2nd
240228	5/13/2024		Eligible facilities request (Sec. 6409) - Install wireless communications transmission equipment for DISH Wireless at an existing telecom support structure (building-mounted).	75,000	Building	Ocean 2 SW of San Carlos
240227	5/13/2024	5/14/2024	Remove existing roof. Install new Cedur shake roof in color "Walden". Install a 30 lbs underlayment with a 22in felt layer to achieve class "A" fire retardant roofing.	62,500	Roofing	Guadalupe 5 SE of 7th
240226	5/13/2024		REMODEL OF EXISTING SINGLE FAMILY RESIDENCE. MINOR CHANGES TO THE FLOOR AREA WITH 87 S.F. REDUCTION AND 43 S.F. ADDITION TO THE MAIN LEVEL. REMODEL KITCHEN, ENTRY, 2 BATHS AND BEDROOM/CLOSET AREA. REMODEL ENTRY STAIRS. REPLACE DRIVEWAY. NEW ROOFING AND SIDING. ADD 3 SKYLIGHTS- CONVERT 363 S.F. OF LIVING AREA AND ADD 173 S.F. FOR A TOTAL OF 536 S.F. ADU ADDITION/ CONVERSION	499,000	Building	Lincoln 5 NE of 3rd
240225			Kitchen Remodel including demolition of BBQ and Chimney	25,000	BP Revision	NE Corner of Monte Verde & 13th
240224	5/13/2024		Review of new lighting and power plan.	20,000	Electrical	Carmel Plaza, Suite 305
240223	5/13/2024	5/31/2024	Remove existing concrete floor and walls at Master Shower stall only.	1,000	Plumbing	Crespi 4 SE of Mountain View

240222			VOID	15,000		Casanova 4 SW of 4th
240221	5/13/2024	5/28/2024	Interior remodel with MEP updates throughout, window and exterior door updates/changes.	350,000	Building	Torres 4 SW of 10th
240220	5/9/2024		Primary and guest bathroom remodel. Kitchen remodel. All fixtures to be replaced in-kind, update tile, counters, electrical, and plumbing.	40,000	Building	NE Corner of Santa Rita & 3rd
240219	5/9/2024		Install EV outlet	2,750	Electrical	SE Corner of Junipero & 10th
240218	5/8/2024	5/8/2024	Remove and replace water heater.	11,500	Plumbing	2905 Franciscan Way
240217	5/7/2024		PAINT HOUSE & TRIM, REPLACEMENT OF ROTTEN DOORS & WINDOWS NO SIZE ALTERATION, (N) ALUMINUM CLAD WINDOWS, REPAIR ROTTING DECK BOARDS & RAILINGS, KITCHEN & BATHROOM(S) REMODEL. (N) ON DEMAND HOT WATER HEATER. ADD UTILITY SINK. UPDATE PLUMBING & ELECTRICAL THROUGHOUT.	350,000	Building	Casanova 3 SW of 7th
240216	5/7/2024	5/7/2024	Construction of new wood fence along rear and north property lines. All fence installations are to be on the property and outside of the front setback.	0	Exempt Work	Casanova 8 NW of Ocean
240215	5/7/2024	5/7/2024	Replace kitchen cabinets, appliances, floor tiles, and counter tops.	0	Exempt Work	Guadalupe 4 NW of 2nd
240214	5/7/2024	5/7/2024	Remove existing wood shingle roofing and replace with Fire Treated Wood Shingle Roofing	57,720	Roofing	Carmelo 6 NE of 4th
240213	5/6/2024	5/6/2024	Upgrade main electrical panel from 100 amps to 200 amps.	5,845	Electrical	Santa Lucia 2 NW of Casanova
240212	5/6/2024		Installation of new gas line to Generator house to unit approx 15ft galvanized pipe	2,500	Plumbing	Forest 3 NW of 7th

240211	5/6/2024		Repair cottage windows, including selective demolition, removal and replacement of window components including sashes, mullions, etc. Project includes hazardous materials abatement.	150,000	Building	NE Corner of San Carlos & 10th
240210	5/2/2024		Interior remodel of existing courtyard pavilion, electrical, lighting, ceiling insulation, and sheet rock. 1 (1) new exterior gas heater, and awning.	25,000	Building	San Carlos Square, East side of San Carlos, between 5th and 6th
240209			VOID AND CLOSED, SEE BP 240171 FOR ALL PERMIT INFORMATION.	15,000	BP Revision	Torres 3 SE of 8th
240208	5/1/2024	5/20/2024	Remodel of primary bathroom.	7,000	Building	Guadalupe 3 NE of 6th
240207	5/1/2024	5/7/2024	Removal of the old electrical panel at median intersection. Installation of new panel, subpanel, and outlets.	14,400	Electrical	Intersection of Junipero & Ocean
240201	4/30/2024	5/7/2024	Reinstall wall framing, mineral wool fireproof insulation, gypsum board, and stainless steel finished paneling in one 28"x68" fire damaged section of wall and one 24"x57" section of wall opened by fire department totaling 23 sf of wall area.	1,000	Building	Carmel Plaza, Suite 106
220354	9/12/2022	4/19/2023	Modify A.W. Shucks restrooms to comply with ADA requirements. Add new accessible unisex restroom to tenant restrooms.	42,100	Building	Ocean 2 SW of San Carlos

Total Records: 57

6/7/2024



Code Compliance Report

05/01/2024 - 05/31/2024

Case #	Case Date	Status	Location	Problem Description	Date Received	Date Closed
24077	5/16/2024	Open	Junipero 2 SE of 2nd	Posted SWO for unpermitted demolition & construction at carport and NW corner of the house. There is significant dry-rot that requires replacement. Unfortunately all damaged framing was removed at time of site visit and there is no record of the existing conditions. Will require a structural engineer to provide recommendations.	5/16/2024	

Total Records: 1

6/7/2024



Transient Rental Report

01/01/2024 - 05/31/2024

Case #	Street	Status	Date Received	Last Status Date	Date Closed
24076	Monte Verde	Closed	4/19/2024	5/22/2024	5/22/2024
24069	Torres	Closed	3/8/2024	5/3/2024	5/3/2024
24067	Carmelo	Closed	2/26/2024	3/22/2024	3/22/2024
24051	Rio	Closed	2/8/2024	3/5/2024	3/5/2024
24049	8th	Closed	2/2/2024	2/20/2024	2/20/2024
24047	Lopez	2nd NOV sent	1/29/2024	5/6/2024	
24046	2nd	STR verified	1/30/2024	2/6/2024	
24045	Lobos	Closed	1/29/2024	3/6/2024	4/6/2024
24029	7th	Closed	1/16/2024	2/26/2024	2/26/2024
24028	Forest	Closed	1/16/2024	2/9/2024	2/9/2024
24027	Scenic	Closed	1/15/2024	2/8/2024	2/8/2024

Total Records: 11**6/5/2024**



Encroachment Permit Report

05/01/2024 - 05/31/2024

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
240110	Temp Ench	5/30/2024	Temporary closure of sidewalk and four parking stall reservation.	San Carlos 3 NE of 6th	6/4/2024	Issued
240109	Temp Ench	5/30/2024	Installation of traffic control plan to access three separate locations for test station bonding.	Carmelo from 2nd to Ocean	5/31/2024	Issued
240108	Temp Ench	5/29/2024	Placement of debris trailer for removal of roof material.	SW Corner of Lincoln & 7th	6/3/2024	Issued
240107	Temp Ench	5/29/2024	Replace sewer lateral using trenchless method.	Junipero 6 NE of 8th	5/31/2024	Issued
240106	Temp Ench	5/28/2024	Replace sewer lateral using pipe bursting.	Dolores 2 SW of 8th	5/29/2024	Issued
240105	Temp Ench	5/24/2024	AT&T Job A02TX5S - Install traffic control measures to perform fiber maintenance work.	NE Corner of Junipero & Camino del Monte, NW Corner of Junipero & 3rd, Intersection of 2nd & Torres, SE Corner of Torres & 1st	5/28/2024	Issued
240104	Temp Ench	5/24/2024	PG&E to replace pole, overhead transformer, and secondary box. Install underground service. PM# 35545444.	Carmelo 2 NW of 12th	5/29/2024	Issued
240103	Temp Ench	5/23/2024	Closure of one lane of the road to allow for delivery of roofing materials.	Guadalupe 5 SE of 7th	5/23/2024	Issued
240102	Temp Ench	5/23/2024	Crane lift to remove existing rooftop heat pump and install new heat pump unit.	Ocean 2 NE of San Carlos		In Review
240101	Temp Ench	5/23/2024	Replace sewer lateral using pipe bursting.	Santa Fe 3 NW of Mountain View	5/23/2024	In Review

240100	Temp Ench	5/22/2024	Addition of a 4" high asphalt curb and gutter per city standards to direct surface drainage on Lobos St. Planter mound to be restored to match existing conditions.	Lobos 5 NE of 3rd	6/5/2024	Issued
240099	Temp Ench	5/21/2024	PG&E to replace pole, install overhead transformer, and install SEC breakers. Tree trimming is required as part of this work. PM# 35543116.	Lobos 2 SE of 2nd		In Review
240098	Temp Ench	5/21/2024	Cable overpull and vault upgrade	San Carlos between Ocean & 7th	5/22/2024	In Review
240097	Temp Ench	5/17/2024	Demolish existing curb in the public right of way and install new rolled asphalt curb.	Carmelo 5 SW of 2nd	6/5/2024	Issued
240096	Driveway	5/17/2024	REPLACE DAMAGED EXISTING ASPHALT DRIVEWAY APPROACH	Mission 4 SW of 10th		
240095	Temp Ench	5/14/2024	PG&E to complete gas maintenance, excavate 4'x5' bell hole. Road closure required. PM# 47041157.	SW Corner of Santa Fe & 5th		In Review
240094	Driveway	5/14/2024	Repair asphalt approach at the entry to the private property.	13th 2 SE of Mission	5/24/2024	Issued
240093	Temp Ench	5/13/2024	R&R 50' OF SEWER LINE 5' DEEP	Santa Fe 4 SE of 1st	5/15/2024	Issued
240092	Temp Ench	5/9/2024	Repair section of sewer laterals per CAWD. CONDITIONS: At the Dolores and 7th location, #4 rebar dowels will be needed at 18" on center. The concrete will need to be colored with Sequoia Sand concrete color.	Carpenter & 1st, Monterey & 2nd, Mission & 7th, Dolores & 7th	5/13/2024	Issued

240091	Driveway	5/9/2024	Remove and haul existing concrete and top soil as needed. Furnish and install Calstone – Classic Cobble pavers over 6" of base rock and 1/2" of concrete sand. Pavers at perimeter to be installed over concrete footing. Apply polymeric sand at paver joints. Approx. 745 SF. Asphalt walkway removal – remove and haul off existing asphalt walkway and base rock as needed. Approx. 140 square feet.	NE corner of Mission St. & First Ave.		In Review
240090	Temp Ench	5/7/2024	Install exterior scaffolding to install new roof.	NE Corner of Ocean & 7th	5/15/2024	Issued
240089	Temp Ench	5/7/2024	Road closure for removal of one dead pine tree on the right side of the property.	NE Corner of Dolores & Santa Lucia	5/8/2024	Issued
240088	Temp Ench	5/6/2024	Closure of sidewalk to repair exterior second-story railings.	SW Corner of Camino Real & 8th		In Review
240087	Perm Ench	5/6/2024	Installation of new wood landscape walls in the right of way to prevent erosion, plant with no-water California native plants. New wood tie and decomposed granite steps to entrance, relocate existing river rock curb at the driveway.	SE Corner of Torres & 5th		In Review
240086	Temp Ench	5/6/2024	Install new water service for fire suppression.	Crespi 4 SE of Mountain View	5/8/2024	Issued

240085	Temp Ench	5/6/2024	PG&E to perform general overhead pole maintenance, including conductor repair and bird protection, and top tree below line. PM# 31687205.	Guadalupe 2 NE of 1st	5/6/2024	Attachment 2 Issued
240084	Temp Ench	5/6/2024	PG&E to perform general overhead pole maintenance and top tree below line. PM# 46215963.	Monterey 3 NE of 2nd		In Review
240083	Temp Ench	5/3/2024	Installation of temporary construction fencing around car-damaged structure.	5th 2 SE of Dolores	5/6/2024	Issued
240082	Temp Ench	5/1/2024	Close the west side of Mission St sidewalk at the Warren Building to allow contractor access.	SW Corner of Ocean & Mission	5/1/2024	Issued
240081	Temp Ench	5/2/2024	REPLACE 72' OF SEWER DRAIN 5' DEEP IN THE STREET.	Lincoln 3 NE of 3rd	5/2/2024	Issued
240080	Temp Ench	5/1/2024	Closure of sidewalk to repair plaster soffit and roof over public sidewalk	6th Ave 3 NW of Dolores	5/1/2024	Issued

Total Records: 31

6/7/2024



Tree Permit Report

05/01/2024 - 05/31/2024

Permit #	Permit Date	Permit Type	Location of Property	Description	Status	Approved Date
24126	5/1/2024	Tree Removal/Pruning	Junipero 2 NE of 8th-Back yard	Tree Removal	Approved	5/1/2024
24127	5/2/2024	Tree Removal/Pruning	Casanova 8NW of Ocean	14.5" oak tree	In Review	
24128	5/2/2024	Tree Removal/Pruning	Santa Fe 2NE of 4th	Pine tree in front yard; Redwood tree in the backyard corner; oak tree right side, resting on fence leaning in neighbor's yard	In Review	
24129	5/2/2024	Tree with Construction	Torres Street 4 SE of 4th Avenue	Tree removal-see application	Approved	5/31/2024
24130	5/3/2024	Tree Evaluation	Lincoln 3 NE of 3rd	Please see attached list.	In Review	
24131	5/6/2024	Tree Evaluation	SE Corner Casanova and Palou	Tree removal for one Monterey pine. 3' diameter; 70 feet tall	In Review	
24132	5/8/2024	Tree Evaluation	NE of Flanders on Vizcaino	1 48" Cypress, 1 8" Oak	In Review	
24133	5/8/2024	Tree Removal/Pruning	Santa Rita 5 SE 2nd Carmel CA	Tree Removal	In Review	
24134	5/8/2024	Tree Removal/Pruning	Santa Rita 4 SW of 2nd	Pine tree on right side of property.	In Review	
24135	5/8/2024	Tree Evaluation	Dolores St 2se of 8th	Evaluate 3 trees for trimming or removal	In Review	
24136	5/9/2024	Tree Removal/Pruning	Junipero & 8th Ave. NE corner	Prune two city trees	Approved	6/3/2024
24137	5/9/2024	Tree Removal/Pruning	2 SE 2nd Ave. & Carpenter Carmel-by-the-Sea CA, 94921	Removal of a diseased Tree	In Review	

24138	5/9/2024	Tree Removal/Pruning	Across the street from Scenic Rd 3 SE of Eighth Ave, Carmel By The Sea	Pruning of cypress tree on City property	In Review	Attachment 2
24139	5/10/2024	Tree Evaluation	SE Corner of Junipero and 10th	Live Oak 24" Diameter, multiple trunks, mature	Approved	
24140	5/13/2024	Tree Evaluation	0 Dolores Street 1sw of 8th	City Trees	In Review	
24141	5/13/2024	Tree Evaluation	SW Corner of San Carlos & 11th Ave	1 tree, 36", pine (Monterey) and removal	Pending Forest and Beach Commission	
24142	5/16/2024	Tree Removal/Pruning	Torres 6SW of 8th Avenue	1 30"DBG Monterey Pine and 1 24"DBH Monterey Pine Tree.	In Review	5/16/2024
24143	5/23/2024	Tree with Construction	Dolores St. 4 SW of 10th, Carmel	Remove 2 trees near garage for construction	Approved	5/28/2024
24144	5/23/2024	Tree Removal/Pruning	San Carlos 3 SE of 13th	Oak tree on right side of house; 16'	In Review	
24145	5/25/2024	Tree Evaluation	Monte Verde 2SE of 5th	Evaluate if redwood tree on city right of way is damaged or should be trimmed	In Review	
24146	5/30/2024	Tree Evaluation	11th and Mission Street o SW	tree evaluation for tree removal. The neighbors and ourselves believe are at risk to neighbors themselves and properties	Approved	5/30/2024
24147	5/30/2024	Tree Evaluation	Carmelo 5 SE 12 th	one - 10" quercus agrifolia limb	In Review	
24148	5/30/2024	Tree Removal/Pruning	City Tree, 11th ave walkway, San Antonio to Scenic	Remove or trim city pine	In Review	
24149	5/31/2024	Tree Removal/Pruning	Carmelo 5 SE 12 th	one - 10" quercus agrifolia limb	Approved	6/4/2024
24150	5/31/2024	Tree Removal/Pruning	SE Corner of Junipero and 10th	Live Oak 24" Diameter, multiple trunks, mature	Approved	5/31/2024
24151	5/31/2024	Tree Removal/Pruning			In Review	

24152	5/31/2024	Tree Removal/Pruning	San Carlos 3SW of 11th	Oak Tree x1, 20' tall roughly by the deck 1, 20' approx Oak tree in the backyard- has a swinging chair hanging from it.	Approved	Attachment 2 6/3/2024

Total Records: 27

6/7/2024



CITY OF CARMEL-BY-THE-SEA

Monthly Report

July 2024

Public Safety

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Paul Tomasi, Public Safety Director
SUBMITTED ON:	June 7, 2024
APPROVED BY:	Chip Rerig, City Administrator

AMBULANCE REPORT

Summary of Carmel Fire Ambulance May 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 2024 the ambulance was able to meet the performance measure. The response time was 97% with 1 code-3 call over 5 minutes.

38 Calls for service in CBTS Average response time: 3:15 min.
34 Code 3 calls for service –One call over 5:00 min.

05/25/24; San Antonio & 13th; **(5:07 Min Response)** Delay due to distance to call.

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 95%. For the month of May 2024 the fire department was unable to meet the performance measure. The response time was 86% with no code-3 calls over 5 minutes.

51 total calls for service in CBTS Average response time: 4:19 min.
42 total Code-3 calls

05/24/24; Vizcaino & Flanders Way; **(5:11 Min Response)** Delay due to distance
05/25/24; Camino Real & 10th St.; **(6:00 Min Response)** Delay due to Directions/Unable to Locate
05/15/24; Ocean & Junipero Ave.; **(7:48 Min Response)** Engine on call, second engine responded from St.11
05/16/24; Crespi Ave.; **(5:19 Min Response)** Delay due to distance

05/24/24; San Carlos & Santa Lucia Ave. **(13:39 Min Response)** Engine on call, second engine responded from St.11

05/16/24; Junipero & 2nd Ave; **(6:29 Min Response)** Delay due to distance.

BEACH FIRES

There were 2 illegal beach fires recorded during the month of May.



RESPONSE SUMMARY REPORT BY INCIDENT TYPE
27060 CARMEL-BY-THE-SEA
Alarm Date From: 05/01/2024 To: 05/31/2024



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS)						
Medical assist, assist EMS crew	5/10/2024 10:01 PM	240510-MNT03341	0:01:11	OCEAN AVE	JUNIPERO AVE	3
Medical assist, assist EMS crew	5/16/2024 11:58 AM	240516-MNT03494	0:03:21	VIZCAINO	FLANDERS WAY	3
EMS call, excluding vehicle accident with injury	5/29/2024 7:46 PM	240529-MNT03836	0:01:56	MISSION ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	5/5/2024 7:03 PM	240505-MNT03225	0:02:15	OCEAN AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	5/15/2024 5:44 PM	240515-MNT03475	0:02:20	MONTE VERDE ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	5/11/2024 2:20 PM	240511-MNT03355	0:02:30	OCEAN AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	5/11/2024 12:10 PM	240511-MNT03353	0:02:34	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	5/3/2024 11:54 AM	240503-MNT03152	0:02:52	VIZCAINO	FLANDERS WAY	3
EMS call, excluding vehicle accident with injury	5/18/2024 5:55 PM	240518-MNT03549	0:02:53	2ND AVE	N CASANOVA ST	3
EMS call, excluding vehicle accident with injury	5/17/2024 10:14 AM	240517-MNT03521	0:03:10	MISSION ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	5/9/2024 2:11 PM	240509-MNT03312	0:03:14	TORRES ST	1ST AVE	3
EMS call, excluding vehicle accident with injury	5/27/2024 5:53 PM	240527-MNT03773	0:03:14	SCENIC RD	8TH AVE	3
EMS call, excluding vehicle accident with injury	5/12/2024 9:56 PM	240512-MNT03393	0:03:18	S MOUNTAIN VIEW AVE	SANTA RITA ST	3
EMS call, excluding vehicle accident with injury	5/13/2024 6:32 PM	240513-MNT03419	0:03:34	MONTE VERDE ST	10TH AVE	3
EMS call, excluding vehicle accident with injury	5/3/2024 9:31 AM	240503-MNT03149	0:03:37	SE CRNER 2ND AVE	LOBOS ST	3
EMS call, excluding vehicle accident with injury	5/28/2024 4:44 PM	240528-MNT03801	0:04:02	13TH AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	5/6/2024 2:27 AM	240506-MNT03233	0:04:03	JUNIPERO AVE	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	5/6/2024 2:27 AM	240506-MNT03234	0:04:03	JUNIPERO AVE	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	5/7/2024 9:56 AM	240507-MNT03268	0:04:09	12TH AVE	CAMINO REAL ST	3
EMS call, excluding vehicle accident with injury	5/27/2024 11:58 PM	240527-MNT03780	0:04:26	CASANOVA ST	PALOU AVE	3
EMS call, excluding vehicle accident with injury	5/25/2024 10:55 PM	240525-MNT03723	0:04:31	SAN ANTONIO AVE	13TH AVE	3
EMS call, excluding vehicle accident with injury	5/8/2024 8:04 AM	240508-MNT03291	0:04:56	MISSION ST	VISTA AVE	3
EMS call, excluding vehicle accident with injury	5/24/2024 3:05 AM	240524-MNT03683	0:05:11	VIZCAINO	FLANDERS WAY	3
EMS call, excluding vehicle accident with injury	5/25/2024 11:59 AM	240525-MNT03715	0:06:00	CAMINO REAL ST	10TH AVE	3
EMS call, excluding vehicle accident with injury	5/25/2024 11:58 AM	240525-1207-MNT	0:06:00	CAMINO REAL ST	10TH	2
EMS call, excluding vehicle accident with injury	5/15/2024 5:52 PM	240515-MNT03476	0:07:48	OCEAN AVE	JUNIPERO AVE	3
26			0:03:44			

322-399 Series (Rescues)

Motor vehicle accident with injuries	5/28/2024 10:11 AM	240528-MNT03787	0:03:18	CASANOVA ST	7TH AVE	3
Motor vehicle/pedestrian accident (MV Ped)	5/17/2024 12:16 PM	240517-MNT03526	0:03:02	OCEAN AVE	SANTA FE ST	3
Motor vehicle accident with no injuries.	5/16/2024 6:29 PM	240516-MNT03508	0:02:44	SAN CARLOS ST	7TH AVE	3

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
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322-399 Series (Rescues) cont.

Motor vehicle accident with no injuries.	5/19/2024 2:04 PM	240519-MNT03561	0:02:46	CASANOVA ST	OCEAN AVE	3
4			0:02:58			

400 Series (Hazardous Material)

Carbon monoxide incident	5/16/2024 10:02 AM	240516-MNT03491	0:05:19	2 CRESPI AVE		3
Electrical wiring/equipment problem, other	5/18/2024 11:32 AM	240518-MNT03540	0:04:51	GUADALUPE ST	4TH AVE	2
2			0:05:05			

500 & 600 Series (Service Calls)

Lock-out	5/15/2024 7:31 PM	240515-MNT03477	0:02:27	SAN CARLOS ST	8TH AVE	3
Lock-out	5/23/2024 8:05 PM	240523-MNT03675	0:06:05	SAN CARLOS ST	13TH AVE	2
Water or steam leak	5/29/2024 10:34 PM	240529-MNT03838	0:03:23	MISSION ST	4TH AVE	2
Water or steam leak	5/30/2024 4:28 PM	240530-MNT03856	0:03:56	JUNIPERO AVE	4TH AVE	3
Public service	5/24/2024 3:28 PM	240524-MNT03699	0:03:51	DOLORES ST	12TH AVE	3
Assist invalid	5/5/2024 3:40 PM	240505-MNT03220	0:06:01	25995 RIDGEWOOD RD		2
Assist invalid	5/25/2024 9:53 AM	240525-MNT03712	0:14:15	VIZCAINO	FLANDERS WAY	2
No incident found on arrival at dispatch address	5/24/2024 7:37 PM	240524-MNT03701	0:02:30	MISSION ST	4TH AVE	3
No incident found on arrival at dispatch address	5/30/2024 5:33 PM	240530-MNT03861	0:02:45	MISSION ST	5TH AVE	3
No incident found on arrival at dispatch address	5/22/2024 4:28 PM	240522-MNT03648	0:03:27	DOLORES ST	10TH AVE	3
No incident found on arrival at dispatch address	5/29/2024 10:14 AM	240529-MNT03818	0:04:53	OCEAN AVE	DEL MAR AVE	2
No incident found on arrival at dispatch address	5/5/2024 5:43 PM	240505-MNT03222	0:05:44	OCEAN AVE	DEL MAR AVE	2
EMS call, party transported by non-fire agency	5/29/2024 5:45 PM	240529-MNT03830	0:03:32	SAN CARLOS ST	3 NW OF 11TH	3
EMS call, party transported by non-fire agency	5/28/2024 4:05 PM	240528-MNT03800	0:05:29	CAMINO REAL ST	10TH AVE	2
EMS call, party transported by non-fire agency	5/24/2024 3:29 AM	240524-MNT03684	0:13:39	SAN CARLOS ST	SANTA LUCIA AVE	3
15			0:05:28			

700 Series (False Alarms)

Unintentional transmission of alarm, other	5/6/2024 3:16 PM	240506-MNT03254	0:03:00	MISSION ST	OCEAN AVE	3
Detector activation, no fire - unintentional	5/16/2024 2:06 PM	240516-MNT03498	0:06:29	2ND AVE	JUNIPERO AVE	3
Alarm system activation, no fire - unintentional	5/9/2024 11:15 AM	240509-MNT03308	0:03:09	SAN CARLOS ST	8TH AVE	3
Alarm system activation, no fire - unintentional	5/3/2024 11:29 AM	240503-MNT03151	0:04:42	LINCOLN ST	SANTA LUCIA AVE	3
4			0:04:20			

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

240524-MNT03683 Delay due to distance
240525-MNT03715 Delay due to directions/unable to locate
240515-MNT03476 Due to second call, ME11 responded from St 11; delay due to distance
240516-MNT03491 Delay due to distance
240524-MNT03684 Due to second call, T11 responded from St11; delay due to distance
240516-MNT03498 Delay due to distance

Code 2 Calls	9
Code 3 Calls	42
Total # of Incidents	51
% Under 5 Minute Response Time	86%



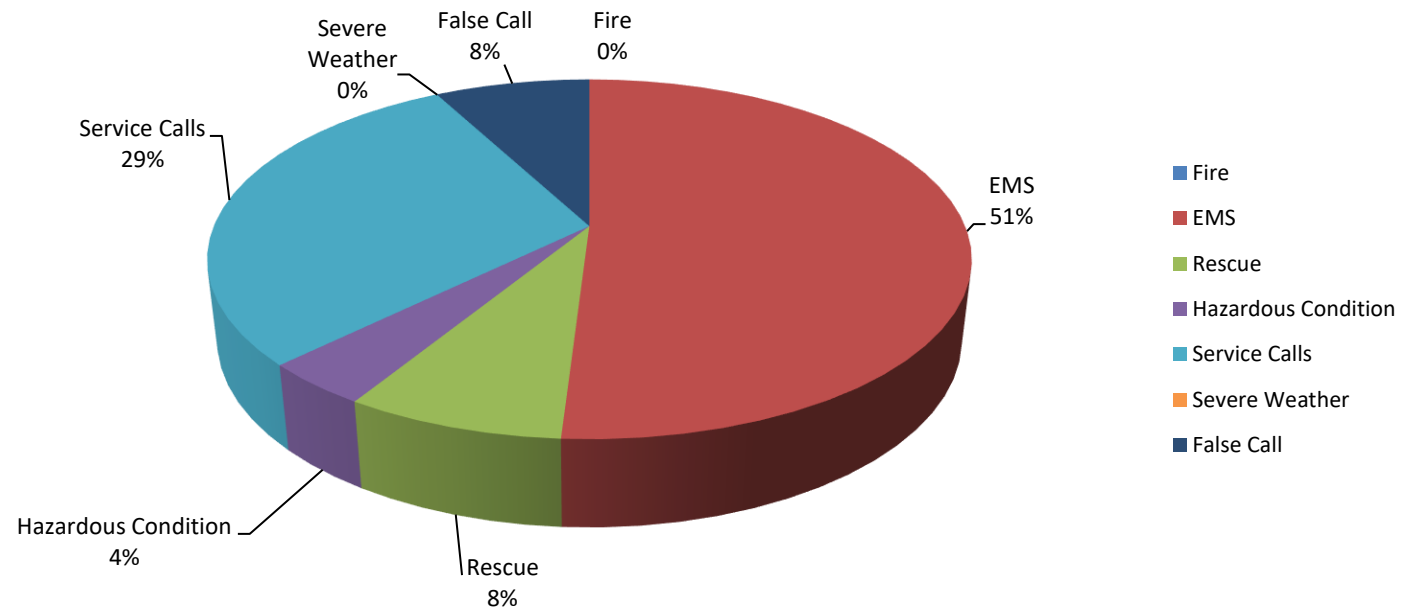
CARMEL-BY-THE-SEA

MAY 2024

Response Summary Report by Incident Type



Type of Call	Number	Average Response Time
Fire	0	0:00
EMS	26	3:44
Rescue	4	2:58
Hazardous Condition	2	5:05
Service Calls	15	5:28
Severe Weather	0	0:00
False Call	4	4:20
Total Responses	51	4:19



Total Code 3 Calls:	42
Response Times for Code 3 Calls ≤ 5 minutes:	86%



RESPONSE SUMMARY REPORT BY INCIDENT TYPE
27015 CARMEL-BY-THE-SEA FIRE AMBULANCE
Alarm Date From: 05/01/2024 To: 05/31/2024



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS)						
Medical assist, assist EMS crew	5/25/2024	240525-CFA00559	00:05:12	VIZCAINO	FLANDERS WAY	2
EMS call, excluding vehicle accidnt with injury	5/3/2024	240503-CFA00480	00:03:29	2ND AVE	LOBOS ST	3
EMS call, excluding vehicle accidnt with injury	5/3/2024	240503-CFA00482	00:02:13	VIZCAINO	FLANDERS WAY	3
EMS call, excluding vehicle accidnt with injury	5/5/2024	240505-CFA00488	00:03:39	OCEAN AVE	DEL MAR AVE	2
EMS call, excluding vehicle accidnt with injury	5/6/2024	240506-CFA00490	00:03:53	JUNIPERO AVE	OCEAN AVE	2
EMS call, excluding vehicle accidnt with injury	5/7/2024	240507-CFA00499	00:04:00	12TH AVE	CAMINO REAL ST	3
EMS call, excluding vehicle accidnt with injury	5/9/2024	240509-CFA00503	00:03:20	TORRES ST	1ST AVE	3
EMS call, excluding vehicle accidnt with injury	5/9/2024	240509-CFA00502	00:02:53	SAN CARLOS ST	8TH AVE	3
EMS call, excluding vehicle accidnt with injury	5/10/2024	240510-CFA00509	00:02:16	OCEAN AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accidnt with injury	5/11/2024	240511-CFA00512	00:02:05	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accidnt with injury	5/11/2024	240511-CFA00513	00:03:17	OCEAN AVE	LINCOLN ST	3
EMS call, excluding vehicle accidnt with injury	5/12/2024	240512-CFA00517	00:04:06	S MOUNTAIN VIEW AVE	SANTA RITA ST	3
EMS call, excluding vehicle accidnt with injury	5/13/2024	240513-CFA00519	00:03:25	MONTE VERDE ST	10TH AVE	3
EMS call, excluding vehicle accidnt with injury	5/15/2024	240515-CFA00523	00:01:49	MONTE VERDE ST	OCEAN AVE	3
EMS call, excluding vehicle accidnt with injury	5/16/2024	240516-CFA00527	00:03:32	VIZCAINO	FLANDERS WAY	3
EMS call, excluding vehicle accidnt with injury	5/18/2024	240518-CFA00535	00:03:13	2ND AVE	N CASANOVA ST	3
EMS call, excluding vehicle accidnt with injury	5/24/2024	240524-CFA00555	00:04:32	VIZCAINO	FLANDERS WAY	3
EMS call, excluding vehicle accidnt with injury	5/25/2024	240525-CFA00561	00:03:55	CAMINO REAL ST	10TH AVE	3
EMS call, excluding vehicle accidnt with injury	5/25/2024	240525-CFA00565	00:05:07	SAN ANTONIO AVE	13TH AVE	3
EMS call, excluding vehicle accidnt with injury	5/27/2024	240527-CFA00572	00:03:15	SCENIC RD	8TH AVE	3
EMS call, excluding vehicle accidnt with injury	5/27/2024	240527-CFA00573	00:04:25	CASANOVA ST	PALOU AVE	3
EMS call, excluding vehicle accidnt with injury	5/28/2024	240528-CFA00579	00:02:46	13TH AVE	LINCOLN ST	3
EMS call, excluding vehicle accidnt with injury	5/29/2024	240529-CFA00583	00:03:03	SAN CARLOS ST	11TH AVE	3
EMS call, excluding vehicle accidnt with injury	5/30/2024	240530-CFA00591	00:03:24	CASANOVA ST	OCEAN AVE	3
24			0:03:27			
322-399 Series (Rescues)						
Motor vehicle accident with injuries	5/19/2024	240519-CFA00539	00:02:36	CASANOVA ST	OCEAN AVE	3
Motor vehicle accident with injuries	5/28/2024	240528-CFA00575	00:02:57	CASANOVA ST	7TH AVE	3
Removal of victim(s) from stalled elevator	5/15/2024	240515-CFA00524	00:02:56	SAN CARLOS ST	8TH AVE	2
3			0:02:50			
400 Series (Hazardous Material)						
Hazardous condition, other	5/18/2024	240518-CFA00533	00:04:58	GUADALUPE ST	4TH AVE	3

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
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400 Series (Hazardous Material) cont.

Hazardous condition, other	5/24/2024	240524-CFA00556	00:03:45	DOLORES ST	12TH AVE	3
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2

0:04:22

500 & 600 Series (Service Calls)

Water or steam leak	5/29/2024	240529-CFA00585	00:03:17	MISSION ST	4TH AVE	3
Public service assistance, other	5/24/2024	240524-CFA00557	00:02:38	MISSION ST	4TH AVE	3
Assist invalid	5/28/2024	240528-CFA00578	00:03:12	CAMINO REAL ST	10TH AVE	3

3

0:03:02

700 Series (False Alarms)

False alarm or false call, other	5/6/2024	240506-CFA00493	00:00:48	MISSION ST	OCEAN AVE	3
False alarm or false call, other	5/11/2024	240511-CFA00514	00:04:17	LOPEZ AVE	2ND AVE	3
False alarm or false call, other	5/22/2024	240522-CFA00552	00:03:16	DOLORES ST	10TH AVE	3
False alarm or false call, other	5/29/2024	240529-CFA00581	00:02:23	OCEAN AVE	DEL MAR AVE	3
False alarm or false call, other	5/29/2024	240529-CFA00584	00:01:23	MISSION ST	7TH AVE	3
False alarm or false call, other	5/30/2024	240530-CFA00589	00:03:12	MISSION ST	5TH AVE	3

6

0:02:33

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

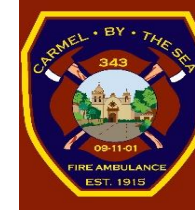
240525-CFA00565 Delayed due to distance

Code 2 Calls	4
Code 3 Calls	34

Total # of Incidents	38
% Under 5 Minute Response Time	97%
Total Average Response Time	0:03:15



RESPONSE SUMMARY REPORT BY DISTRICT
27015 CARMEL-BY-THE-SEA FIRE AMBULANCE
Alarm Date From: 05/01/2024 To: 05/31/2024



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
CARMEL HIGHLAND						
EMS call, excluding vehicle accident with injury	5/4/2024	240504-CFA00483	00:09:28	120 HIGHLAND DR		3
EMS call, excluding vehicle accident with injury	5/4/2024	240504-CFA00484	00:11:22	63 YANKEE POINT DR		2
EMS call, excluding vehicle accident with injury	5/6/2024	240506-CFA00494	00:12:55	35284-35499 HWY 1		3
EMS call, excluding vehicle accident with injury	5/11/2024	240511-CFA00511	00:09:53	11 MENTONE RD		3
EMS call, excluding vehicle accident with injury	5/23/2024	240523-CFA00554	00:12:09	223 PETER PAN RD		3
EMS call, excluding vehicle accident with injury	5/29/2024	240529-CFA00582	00:11:59	223 PETER PAN RD		2
6			0:11:18			
CARMEL VALLEY						
EMS call, excluding vehicle accident with injury	5/1/2024	240501-CFA00475	00:05:39	4380 CARMEL VALLEY RD		3
EMS call, excluding vehicle accident with injury	5/20/2024	240520-CFA00542	00:07:13	5315 CARMEL VALLEY RD		3
EMS call, excluding vehicle accident with injury	5/26/2024	240526-CFA00569	00:04:44	1 OLD RANCH RD		3
Cover assignment, standby, moveup	5/26/2024	240526-CFA00568	00:01:09	8455 CARMEL VALLEY RD		2
4			0:04:41			
CYPRESS						
EMS call, excluding vehicle accident with injury	5/2/2024	240502-CFA00479	00:08:29	25344 PINE HILLS DR		3
EMS call, excluding vehicle accident with injury	5/5/2024	240505-CFA00485	00:05:32	24726 CABRILLO ST		3
EMS call, excluding vehicle accident with injury	5/5/2024	240505-CFA00489	00:06:35	24388 SAN MATEO AVE		2
EMS call, excluding vehicle accident with injury	5/6/2024	240506-CFA00492	00:07:19	26256 CAMINO REAL		2
EMS call, excluding vehicle accident with injury	5/6/2024	240506-CFA00495	00:05:56	3380 RIO RD		2
EMS call, excluding vehicle accident with injury	5/7/2024	240507-CFA00498	00:04:45	24750 LOWER TRL		3
EMS call, excluding vehicle accident with injury	5/10/2024	240510-CFA00506	00:07:00	3 CROSSROADS MALL		3
EMS call, excluding vehicle accident with injury	5/11/2024	240511-CFA00515	00:04:10	24624 CASTRO LN		3
EMS call, excluding vehicle accident with injury	5/11/2024	240511-CFA00516	00:04:31	26270 DOLORES ST		3
EMS call, excluding vehicle accident with injury	5/8/2024	240508-CFA00500	00:06:12	24769 HANDLEY DR		3
EMS call, excluding vehicle accident with injury	5/15/2024	240515-CFA00522	00:10:36	25645 RYAN PL		3
EMS call, excluding vehicle accident with injury	5/16/2024	240516-CFA00525	00:04:01	DOLORES ST	VISTA AVE	3
EMS call, excluding vehicle accident with injury	5/16/2024	240516-CFA00526	00:05:27	26262 CARMELO ST		3
EMS call, excluding vehicle accident with injury	5/16/2024	240516-CFA00528	00:05:06	26135		3
EMS call, excluding vehicle accident with injury	5/18/2024	240518-CFA00534	00:05:48	4380 CARMEL VALLEY RD		3
EMS call, excluding vehicle accident with injury	5/19/2024	240519-CFA00537	00:08:49	3850 RIO RD		2
EMS call, excluding vehicle accident with injury	5/20/2024	240520-CFA00544	00:04:20	2441 BAY VIEW AVE		3
EMS call, excluding vehicle accident with injury	5/19/2024	240519-CFA00538	00:04:48	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	5/22/2024	240522-CFA00551	00:06:21	175 HACIENDA CARMEL		3
EMS call, excluding vehicle accident with injury	5/25/2024	240525-CFA00562	00:05:27	26122 MESA DR		3

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
CYPRESS cont.						
EMS call, excluding vehicle accident with injury	5/27/2024	240527-CFA00570	00:05:36	544 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	5/27/2024	240527-CFA00571	00:06:57	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	5/28/2024	240528-CFA00574	00:07:51	5 CROSSROADS BLVD		2
EMS call, excluding vehicle accident with injury	5/28/2024	240528-CFA00577	00:03:20	24800 DOLORES ST		3
EMS call, excluding vehicle accident with injury	5/30/2024	240530-CFA00586	00:09:41	26245 CARMEL RANCHO BLVD		2
EMS call, excluding vehicle accident with injury	5/30/2024	240530-CFA00588	00:04:56	3268 SYCAMORE PL		3
Motor vehicle accident with no injuries.	5/30/2024	240530-CFA00587	00:04:20	HWY 1	OCEAN AVE	3
Motor vehicle accident with injuries	5/5/2024	240505-CFA00487	00:03:08	HWY 1	MESA DR	3
Motor vehicle accident with injuries	5/23/2024	240523-CFA00553	00:07:03	4380 CARMEL VALLEY RD		3
Public service assistance, other	5/3/2024	240503-CFA00481	00:08:12	288 HACIENDA CARMEL		2
Assist invalid	5/10/2024	240510-CFA00508	00:03:29	26122 MESA DR		3
Assist invalid	5/20/2024	240520-CFA00543	00:04:58	275 CROSSROADS BLVD		3
32			0:05:58			
MID COAST						
Assist invalid	5/28/2024	240528-CFA00576	00:30:14	38089 PALO COLORADO RD		2
1			0:30:14			
MONTEREY						
EMS call, excluding vehicle accident with injury	5/6/2024	240506-CFA00491	00:16:17	422 CABRILLO ST		3
EMS call, excluding vehicle accident with injury	5/11/2024	240511-CFA00510	00:11:21	1575 SKYLINE DR		2
EMS call, excluding vehicle accident with injury	5/13/2024	240513-CFA00518	00:08:37	200 GLENWOOD CIR		3
EMS call, excluding vehicle accident with injury	5/14/2024	240514-CFA00521	00:10:51	500 HANNON AVE		3
EMS call, excluding vehicle accident with injury	5/16/2024	240516-CFA00531	00:07:05	2401 DEL MONTE AVE		3
EMS call, excluding vehicle accident with injury	5/16/2024	240516-CFA00529	00:10:19	2066 N FREMONT ST		2
EMS call, excluding vehicle accident with injury	5/16/2024	240516-CFA00532	00:09:43	433 CASA VERDE WAY		3
EMS call, excluding vehicle accident with injury	5/21/2024	240521-CFA00545	00:10:57	1575 SKYLINE DR		2
EMS call, excluding vehicle accident with injury	5/25/2024	240525-CFA00564	00:08:49	150 MAR VISTA DR		3
EMS call, excluding vehicle accident with injury	5/29/2024	240529-CFA00580	00:11:20	2910 MONTEREY SALINAS HIGHWAY		3
Motor vehicle accident with injuries	5/5/2024	240505-CFA00486	00:10:18	MTY SNS HWY	JOSSEYLN CANYON RD	3
11			0:10:31			
PACIFIC GROVE						
EMS call, excluding vehicle accident with injury	5/1/2024	240501-CFA00476	00:08:52	3307 SEVENTEEN MILE DR		3
EMS call, excluding vehicle accident with injury	5/2/2024	240502-CFA00478	00:22:18	926 SYIDA DR		2
2			0:15:35			
PEBBLE BEACH						
EMS call, excluding vehicle accident with injury	5/2/2024	240502-CFA00477	00:06:47	FOREST LAKE RD	STEVENSON DR	3
EMS call, excluding vehicle accident with injury	5/6/2024	240506-CFA00496	00:10:12	1626 CORTE LN		3
EMS call, excluding vehicle accident with injury	5/8/2024	240508-CFA00501	00:07:12	1500 CYPRESS DR		3
EMS call, excluding vehicle accident with injury	5/9/2024	240509-CFA00505	00:07:34	1500 CYPRESS DR		3
EMS call, excluding vehicle accident with injury	5/20/2024	240520-CFA00540	00:07:37	1500 CYPRESS DR		3

PEBBLE BEACH cont.					
EMS call, excluding vehicle accident with injury	5/25/2024	240525-CFA00560	00:06:12	3325 SEVENTEEN MILE DR	3
		6	0:07:36		

EMS call, excluding vehicle accident with injury	5/1/2024	240501-CFA00474	00:13:04	7 HEATHER CT		3
EMS call, excluding vehicle accident with injury	5/18/2024	240518-CFA00536	00:11:51	1660 BROADWAY AVE		3
EMS call, excluding vehicle accident with injury	5/20/2024	240520-CFA00541	00:12:23	1213 FLORES ST		3
EMS call, excluding vehicle accident with injury	5/21/2024	240521-CFA00546	00:17:17	DEL MONTE BLVD	CLEMENTINA AVE	3
EMS call, excluding vehicle accident with injury	5/22/2024	240522-CFA00550	00:14:39	MONTEREY RD	FREMONT BLVD	2
		5	0:13:51			

3



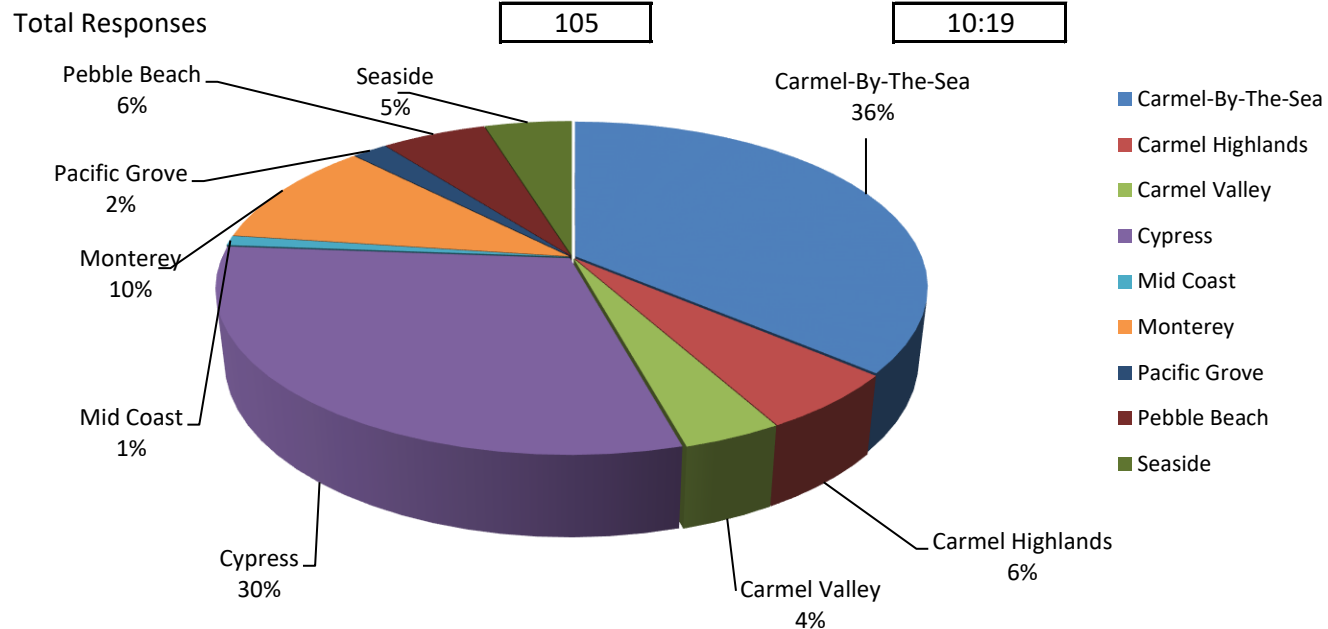
CITY OF CARMEL - FIRE AMBULANCE DEPARTMENT

MAY 2024

Response Summary Report by District Type



<u>District Response</u>	<u>Number</u>	<u>Average Response Time</u>
Carmel-By-The-Sea	38	3:15
Carmel Highlands	6	11:18
Carmel Valley	4	4:41
Cypress	32	5:58
Mid Coast	1	30:14
Monterey	11	10:31
Pacific Grove	2	15:35
Pebble Beach	6	7:36
Seaside	5	3:51



Total Code 3 Calls:	34
CFA Response Times for Code 3	
Calls ≤ 5 minutes:	97%

**CITY CLERK PRA REQUEST LOG
MAY 2024**

request number	Date Requested	10-day response date	records requested	requestor	date completed	notes
2024-56	5/1/2024	5/10/2024	copy of appeal of Hofsas House	Andrew Pridgen	5/1/2024	records sent
2024-59	5/9/2024	5/20/2024	copy of Forest Theatre Lease and Management Agreement with PacRep.	Doug Schmitz	5/9/2024	records sent
2024-60	5/9/2024	5/20/2024	list of apartment complexes with 20 or more units	Jessica Knipp	5/9/2024	no records exist
2024-61	5/8/2024	5/20/2024	list of uncashed/unclaimed checks since 2019	Kelly Mills	5/16/2024	reponse sent
2024-63	5/21/2024	5/31/2024	a copy of your building permit records for April 2024. Preferably in excel format.	Rolex Domengiano	5/23/2024	records sent
2024-64	5/28/2024	6/7/2024	"any and all cell tower application submissions over the past two years that have been approved or proposed."	Christy Hollenbeck	6/11/2024	application sent

**POLICE RECORDS REQUEST LOG
MAY 2024**

Request No.	Request Date & Received By	10-Day Due Date	Requestor	Info Requested	Status	Date & PSO Mailed
2024-0001	05-01-2024 JK	5/11/2024	Jordan, Kristi	CFS 04272024-0017 (she wanted report #	completed	released
2024-0002	05/06 mw	5/16/2024	Josh Maher OSU student	Crimes stats	completed	emailed response that we have no data
2024-0003	5/10 JK	5/20/2024	Lexis Nexis	CA2400065	completed	mailed by DA
2024-0004	05/10/2024 mw	5/20/2024	Fenton and Keller	BWC & Report	completed	mailed by DA
2024-0005	05/13/2024 ALI	5/23/2024	Witt-Miller, Alana	CG2400182	completed	Desk for Pick Up ALI
2024-0006	5/15/2024 RT	5/25/2024	Lexis Nexis	CA2400170	completed	mailed by DA
2024-0007	5/16/24 DA	5/26/2024	Samana Katti	CG2400192	completed	mailed by DA
2024-0008	5/16/2024 JK	5/26/2024	Lexis Nexis	CA2200082	completed	mailed 05/19 DA
2024-0009	05/21/24 mw	5/31/2024	Lexis Nexis	No report written - CFS only	completed	mailed by MW
2024-0010	05/22/24 JK	6/1/2024	MVP Accident Attorneys	CA2400212	completed	mailed by DA
2024-0011	5/16/24 DA	5/26/2024	Christine Gralow	CG2400191 Body Cam	denied	denial letter emailed by DA
2024-0012	05/25/24 JB	6/4/2024	Ricardo Vasquez	CC2400146	completed	Pick up (JB)
2024-0013	05/26/24 mw	6/5/2024	Jennifer Wiseman	CC2400148	completed	released at front counter
2024-0014	5/29/2024 JK	6/8/2024	Laura Tanger	CAD/05012024-0011	completed	released at front counter
2024-0015	05/29/2024 JK	6/8/2024	Lexis Nexis	CA2400206	completed	06/04/24 mw mailed
2024-0016	5/31/24 DA	6/10/2024	Roden Legal APC	CA2400229	completed	emailed by DA
2024-0017	06/04/24 AI	6/14/2024	The Dunnion Law Firm	CC2200585		
2024-0018	06/14/2024 JK	6/24/2024	Lexis Nexis	CC2400160/8055709471 (2nd one not ou	completed	mailed by mw
2024-0019	6/14/2024 JK	6/24/2024	Metropolitan Reporting Bureau	CA2400255	completed	mailed by mw
2024-0020	06/18/2024 RT	6/28/2024	PRA auditor	The bacon project@proton.me		
2024-0021	6/20/2024 JK		Victor Mendieta for PM Plastering	CA2400215	completed	released at front counter



CITY OF CARMEL-BY-THE-SEA

Public Works Department May 2024 Report

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert M. Harary, P.E., Director of Public Works
SUBMITTED ON:	June 3, 2024
APPROVED BY:	Chip Rerig, City Administrator

City Council Special Meeting of May 6, 2024

- Consent Agenda included approval of the March 2024 Check Register which listed Public Works expenditures of \$230k in operating budget plus \$593k in capital budget, totaling \$823k!

City Council Meeting of May 7, 2024

- Councilmember Ferlito read the Proclamation recognizing May 19-25 as National Public Works Week.
- Adopted Resolution 2024-035 reappointing Forest and Beach Commissioner Sarah Berling and appointing new Commissioner Hans Buder, both with terms ending May 30, 2028.
- Adopted Resolution 2024-036 awarding a \$433,818 contract to Monterey Peninsula Engineering for construction of the Mission Trail Nature Preserve (MTNP) 3 Stream/Drainage Projects.
- Adopted Resolution 2024-038 ordering the City Forester to remove a Public Nuisance, a dead Monterey pine on private property at the southeast corner of Casanova Street and Eleventh Avenue, at the City's expense.
- First review of the Recommended Operating Budget for Fiscal Year (FY) 2024/25, including the proposed Capital Improvement Program (CIP).
- First review of the Proposed User Fee Schedule for FY 2024/25, including a proposed new "Dead Tree Removal Permit" with a fee of \$200, rather than continuing to charge \$682 for live tree removal permits.

Planning Commission Meeting of May 8, 2024

- Adopted a Resolution determining that the 30 carry-over FY 2023/24 and new FY 2024/2025 Capital Improvement Plan projects are consistent with the City's General Plan.

Forest and Beach Commission Meeting of May 9, 2024

- Announcements included:
 - Thanked outgoing Chair JC Meyer for his dedication and leadership to the Commission.
 - Council reappointed Commissioner Sarah Berling and appointed new Commissioner Hans Buder, with terms ending May 2028. Recognized Mr. Buder who was in the audience. The Commission will seat a new Chair and Vice Chair at the June meeting.
 - City Clerk Romero sent information regarding mandatory AB1234 Ethics Training on June 13th.
 - Responding to public comment, explained that the estimated 1.5-year timeframe for structural repairs at two beach access stairs was due to acquiring regulatory permits, not construction.
- Chair Meyers read a City Council Proclamation for National Volunteer Appreciation Week.
- Confirmed Agenda Topics for the Urban Forest Master Plan (UFMP) Community Meeting #2 at Carpenter Hall on May 22nd.
- Attended a Tour of Inspection and approved design concepts proposed by Carmel Cares regarding improvements along the Scenic Pathway, a \$200k Capital Improvement Project joint funded with the City. Improvements include: extending redwood barrier rails, widening the pathway, replacing/adding decomposed granite, installing stone edging, and other minor modifications to the Pathway.
- The City Forester presented previously-established Goals of the UFMP, a list of proposed Action Items taken from the draft UFMP, and highlighted actions for the UFMP Community Meeting #2 on May 22nd.
- The City Forester presented the Forester's Report for April 2024.

- The Public Works Director presented the Public Works Department Report for April 2024.

City Council Budget Workshop of May 21, 2024

- For the Public Works Department, proposed a FY 2024/25 Operating Budget of \$6.5M, removal of one unfilled position, and addition of four new positions: A Project Manager for CIP projects, and an Assistant City Forester, Permit Technician, and Maintenance Worker for the Forestry Division.
- The third review of the proposed CIP for FY 2024/25 included 6 Vehicle and Equipment Fund projects and 23 Capital Fund projects, totaling \$12.6M. Council decided to defer the Doolittle Bridge and Pathway Realignment and Junipero Bypass Drainage Design Projects, and to implement Windows and Dry Rot Repairs at the Park Branch Library over two fiscal years using Facility Maintenance Budget. Ocean Avenue, between Carpenter and Highway 1, a Monterey County Project, will remain in the CIP pending further outreach with the County and CalTrans.

Urban Forest Master Plan (UFMP) Community Meeting #2 of May 22, 2024

- Meeting held at Carpenter Hall was well attended. Presentation topics included:
 - Status of the UFMP and documents available on the City Website.
 - Notice of upcoming Community Wildfire and Prevention Plan meetings.
 - Friends of Carmel Forest presented iconic trees, including cypresses along Scenic Road.
 - Commissioner Brezoczky presented highlights of the UFMP Community Survey.
 - City Forester presented a TreeKeeper computer demonstration and reviewed the tree inventory
 - An overview of past, present, and future Forestry Division resources.
- Breakout sessions were held to solicit input on the draft Tree Species List, replanting requirements, upper and lower tree designations, and future topics for public education and outreach.
- Considerable public feedback was related to reducing the draft Tree Species List to focus on planting maintaining, and replanting native trees, and requests to have scientists more involved in the process.

Traffic Safety Committee Meeting of May 29, 2024

- Second review of proposed No Parking post(s) on Dolores Street, 2 southeast of Vista Avenue, across from the Stevenson School's south driveway. Installation deferred pending further discussions with a neighbor and school officials.
- Received a briefing from Police Chief Tomasi regarding parking "daylighting" law AB 413 and an approach to implementation. Consensus was to present the approach to implement to the Council.
- Reviewed request for directional signs around a tree at Mountain View Avenue and Guadalupe Street. Decision deferred pending information on any accident data and further monitoring.

Administration

- Celebrated National Public Works Week with a barbeque picnic at Forest Hill Park. Teambuilding activities included basketball, cornhole toss, frisbee, and identifying the next two teambuilding projects.
- Public Works Superintendent Rob Culver marked 30 years of service with the City of Carmel.
- Temporary Forestry permit administrator Archana Singh received her Master's degree in Human Resources from the University of Southern California.
- For development of the FY 2024/25 CIP:
 - Completed responses to CIP questions.
 - Prepared responses to Budget questions associated with Public Works and CIP issues.
 - Supported Council report and presentation for the 3rd review of the CIP at the May 21st Budget Workshop.
- Attended the May 1st Mock Council meeting to support Carmel High School students.
- Met with new Commissioner Hans Buder to review the Public Works Department's role relative to forestry, beach, and park issues, and to discuss Forest and Beach Commission meeting logistics.
- Met with the City Attorney's office to review public bidding and prevailing wage requirements associated with projects performed by volunteer organizations on City facilities with City contributions over \$5,000.
- Updated the Council Agenda Report and attachments for the July meeting for Wave Broadband's proposed fiber optic project and Encroachment Permit with Special Conditions of Approval.

- Identified desirable certifications for PW field personnel which would reduce outside contractor costs, increase safety, and/or improve crew skills and retention.
- Staff attended Workplace Violence Prevention training.
- Administrative Coordinators from Public Works, Community Planning and Building, and Administration attended a City Clerk's conference in Hollister.

Carmel Cares and Other Volunteer Groups

- The Leadership Carmel Class of 2024 substantially completed construction of their Scenic Pathway near Eighth Avenue Overlook Legacy Project. A Ribbon Cutting event was held on June 4th.
- At the WWI Memorial Arch on Ocean Avenue at San Carlos Street, Michael LePage installed night lighting, and Cindy Lloyd installed new flowers and plants.
- Volunteers Cindy Lloyd and Kelly Burke performed significant landscape pruning in the Golden Triangle at the northern entrance to the City.
- Coordinated by Carmel Cares, the John Madden statue was unveiled outside of Bruno's Market. The statue was sculpted by Steven Whyte.
- For the Ocean Avenue Median Islands Project approved in March by the Forest and Beach Commission, Carmel Cares and staff completed the first island between Dolores and Lincoln Streets, and began to plan and purchase materials for the next two median islands.
- Carmel Cares submitted an Encroachment Permit application for landscaping upgrades in the Vista Lobos Park, partially funded by a \$3,000 City discretionary grant.

Environmental Programs

- Prepared the staff report, resolution, MOU, and presentation slides for the June 4th Council meeting regarding a 3.59% increase in GreenWaste Recovery's rates for FY 2024/25, and to approve Amendment No. 3 to the Memorandum of Understanding with ReGEN related to member agency cost sharing for implementing SB 1383 programs.
- For the Coastal Engineering Study, Phase 2, finalized the Community Engagement Plan which was submitted to the Coastal Commission for review. As the first step, set up a new website page where all applicable reports, meeting announcements, and surveys will be posted.
- In the North Dunes Habitat Restoration Site, Denise Duffy and Associates set up transects and began to prepare the final restoration report for FY 2023/24. Another consultant applied limited herbicides and oversaw volunteer efforts for invasive and weed pulling.
- Processed a Steelhead Counting Agreement with the Monterey Peninsula Water Management District.
- Reviewed CAWD's Initial Study/Mitigated Negative Declaration for their Scenic Road Sewer Pipe Bursting Project, and coordinated with CAWD and their consultants to prepare a Coastal Development Permit upon CAWD's certification of the CEQA document.
- Because the Council-adopted Stormwater Ordinances are part of the Coastal Development Permit, the Planning Commission must approve all changes to the Local Coastal Plan prior to submitting the Ordinances to the Coastal Commission. Began to coordinate this process with the Community Planning Department.
- Applied Marine Science completed laboratory testing and reporting of stormwater contaminants in the nearshore ocean waters in Carmel Bay. Continued to see higher than threshold levels of copper and dog fecal matter, and one watershed sample indicated human fecal matter – the latter of which is being traced to possible sewage infiltration sources.
- Provided stormwater management and best management practices training to the Police and Fire Department personnel.
- Friday Letter public service announcements included:
 - BeachCOMBERS program to support coastal ecosystems
 - Food Scraps go in Green Carts
 - SB1383 Waiver program for organics recycling

Facility Maintenance

- Contractor replaced a portion of the backflow device for the primary water service line into Sunset Center.

- Contractor installed an upgraded sewer yard trap outside the Park Branch Library to replace the deteriorated trap that clogged often.
- Contractor replaced and upgraded the roof over the hose room at the Carmel Fire Station.
- Contractor replaced discolored or damaged acoustic ceiling tiles and sagging supports in City Hall.
- Stainless steel and aluminum railings were installed near the bottom of the Martin Way beach access stairs.
- Electrical contractor dismantled the unsafe electrical panel in the Ocean Avenue median island near Junipero, and coordinated with PG&E to deenergize power to install a new panel in June.
- A circuit was installed in the Flanders Mansion garage to support Friends of Mission Trail Nature Preserve with electrical power needs.
- Repaired the wood fence behind the Youth Center.
- New steel doors in the restrooms of Devendorf and First Murphy Parks were painted.
- Purchase Order issued to replace a cracked skylight at the Upper Forest Hill Park restroom.

Project Management for the Capital Improvement Program

4 Leaf Projects:

- For the Police Building Project:
 - The Council Ad Hoc committee held a listening session on May 2nd to gather feedback from the recent tours of the Carmel and Salinas police stations.
 - The next public meeting will be on June 6th and will focus on Police space programming needs.

Ausonio, Inc. Projects:

- For the Sunset Center North Wing and Harrison Memorial Library Exterior (and partial interior) Painting Project, contractor Color New Co. completed all field work, including change orders - below budget and well ahead of schedule. The project advanced into the closeout phase.
- For the City Hall Roof Replacement Project, eight contractors attended the pre-bid meeting, an addendum was issued, and the Bid Opening is scheduled for June 6th.
- Contract and bid documents were completed for re-bidding the Sunset Center Cottage Window Repairs Project. The project was advertised for bids, and the Bid Opening is scheduled for June 27th.
- For the San Antonio Pathway Repair Project, Second to Fourth Avenues, ZFA Structural Engineers (ZFA) submitted 90% plans and technical specifications. The plans and supporting calculations were submitted for a Building Permit readiness review. Ausonio is compiling contract and bid documents, and the project is anticipated to be advertised for bids by late June.
- For the Sunset Center Retaining Walls Repair Project, ZFA submitted 90% plans and technical specifications. The plans and supporting calculations were submitted for a Building Permit readiness review, and an extra work authorization was issued to ZFA for repairs of two large cracks in another concrete wall in the north parking lot.

Wallace Group Projects:

- For the FY 2023/24 City-wide Paving Project, staff returned review comments on the 65% plans and authorized Wallace Group to proceed to 90% design. Held a meeting to solicit a proposal for Wallace Group to incorporate four bid additives from the FY 22 Paving Project and the San Antonio/Ocean Avenue intersection from the FY 23 Concrete Streets Project, which, when combined with the FY 24 Paving Project, will comprise a \$2.8M "Conglomerate Paving Project" for FY 25.
- For the Shoreline Infrastructure Repair Project, the Request for Proposal was issued seeking coastal engineering and environmental firms to design and acquire environmental permitting for the repair of two structurally-damaged beach access stairs, reconstruction of the Fourth Avenue seawall/outfall, and to assess, prioritize, and provide cost estimates for all other shoreline infrastructure identified in the Coastal Engineering Study, Phase I's Condition Assessment Report. Proposals due July 3rd.

Additional Capital Improvement Projects:

- For the \$1.14M, FY22 City-wide Paving Project, contractor MPE completed the City's first ever application of micro-surfacing along Junipero Street, between Fourth and Ocean Avenues, and along

San Carlos Street, between Eighth and Thirteenth Avenues, all in one day! Traffic impacts were kept to a minimum. This was followed by installation of thermoplastic striping, crosswalks, and markings, including bike sharrows along San Carlos Street, designating this portion of San Carlos as the City's first official bike route! Construction of the project is now substantially complete.

- For the Cal Am Water Dolores Water Main Replacement Project, the preconstruction meeting was held, notices were posted, and the contractor began tree protection and utility potholing work.
- Following City Council award of the construction contract for the MTNP 3 Drainage Projects, which includes drainage piping near the Rio Road entrance, an 85-foot boardwalk over a bog, and reconstruction of a large swale, the Notice of Award was issued to MPE. Contract bonds and insurance documents were received and routed for contract execution. Construction to begin in July.
- For the 4 City-wide Drainage Improvement Projects, Neill Engineers submitted 95% complete plans and technical specifications. An alternative alignment is being evaluated to potentially eliminate the need to obtain a drainage easement of the south end of Santa Fe Street, south of Eighth Avenue. Additional research of maps of the Acacia Way Headwall site revealed ambiguity as to the City's right of way to install the proposed headwall within a "road and utility" easement on private property.
- For the Sunset Center North Lot Electrical Panel Project, PG&E agreed to install a new transformer, at no cost to the City, to provide discounted power to new EV charging stations. Project design can now continue beyond 60% complete.

Street Maintenance

- Coordinated with the Ford dealer and received delivery of the new Mach E and Lightning vehicles. Both are electric vehicles for the Police Department and are being equipped for Police needs. The EVs will replace two older vehicles that will be sold at a public auction. 3CE rebates are being pursued.
- Provided additional staffing, dumpsters, and portable toilets for the busy Memorial Day Holiday, and supported the holiday events.
- Rented a skid steer and redistributed sand at the Del Mar parking lot slope down to the beach, west of the volleyball courts, and added sand at the base of the Eighth Avenue beach access stairs.
- Although the washed-out equipment access ramp to the beach from Scenic Road, south of Eighth Avenue, has been closed for over a year, pedestrians have been making their way down to the beach. Not only dangerous, but the resulting path has further eroded the slope, damaged irrigation lines, and exposed a dry weather diversion facility.
- Potholed utilities at Santa Fe Street and Eighth Avenue, to support final design alignment and depth for a new gravity storm drain pipe, part of the 4 Drainage Repairs Project (CIP).
- Around Monte Verde Street and Fourth Avenue, a split rail fence was repaired, and decomposed granite was installed to provide a smoother walking trail.
- The new electric street sweeper was repaired and immediately returned to service.
- Continued the Annual Traffic Painting Program, and completed white and yellow markings and crosswalks. Painting of blue, green, and red curbs to commence in June.
- Continued to fill in tree wells in the downtown area with decomposed granite, for safety reasons.
- Continued making priority sidewalk repairs.

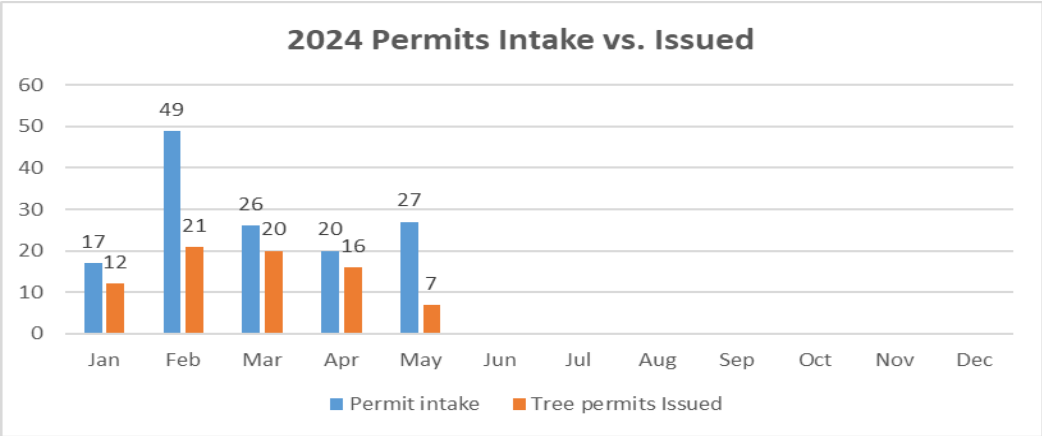
Forestry, Parks, and Beach

- Presented the staff report at the May 7th Council meeting requesting Council to order the Forester to remove the declared Public Nuisance, a private, dead Monterey Pine tree, at the southeast corner of Casanova Street and Eleventh Avenue. Council decided to have the City absorb the cost of the removal. The tree was promptly removed.
- Provided partial funding and supported the Leadership Carmel Class of 2024 during construction of their Scenic Pathway near Eighth Avenue Overlook Legacy Project.
- Attended a tour of the Mission Trail Nature Preserve (MTNP) with CalFire, Monterey Fire, Friends of MTNP, and the Environmental Programs Manager to consider wildfire reduction strategies in the Preserve. Monterey Fire noted that there has been significant clearing and fuel reduction in the Preserve over the past two decades.

- In preparation for the May 22nd UFMP Community Meeting #2 at Sunset Center Carpenter Hall, staff prepared the agenda, coordinated meeting logistics and speakers, assembled presentation materials, and developed handouts and breakout session materials.
- Completed a review of the first draft UFMP prepared by Davey Resource Group and provided comments back to the consultant.
- Mayor Potter signed a letter to State Senator Jon Laird explaining the City's disappointment in the highly inefficient CalFire process that City staff has encountered in terms of submitting progress reports and requesting reimbursement for UFMP expenses despite the award of a \$150,000 CalFire grant. To date, no reimbursement has been received.
- Held a meeting with CalFire to discuss the halted status of our progress reports for reimbursement and explained why the City is no longer pursuing the grant. CalFire stated that this whole grant process was plagued with problems from the start including delays due to the Pandemic, initial legal issues with the consultant's contract, turnover of the City Forester, significant storm impacts during two winters, and inconsistent information, unclear requirements, and changeovers of CalFire reporting systems. They suggested that with relatively minor additional effort, the City could finish up at least one progress report and obtain partial funding.
- On-call landscape maintenance contractor, Town & Country, continues to be fully engaged, performed additional fire fuel reduction, and are making repairs to irrigation controller boxes in two parks.
- The 3 tree contractors removed 5 dead or hazardous trees and 20 stumps under contract Task Orders.
- In May, Forestry crews planted 15 new trees, pruned 13 trees, removed 12 dead or dangerous trees, removed 5 stumps, and picked up 5 piles of logs left behind by PG&E line clearing crews.
- Crews significantly pruned overgrown trees and shrubs, near the southwest corner of San Antonio and Second Avenues, to open up public views in the scenic corridor, as directed by the Forest and Beach Commission. Crews also began to attack the significant growth of weeds along roadways and open spaces.
- Crews removed invasive ice plant adjacent to walkway areas in the North Dunes Habitat Restoration site under guidance of Denise Duffy and Associates' biologists.
- Cleared out a portion of Rio Park to support CAWD's upcoming "Bridge to Everywhere" trails project.

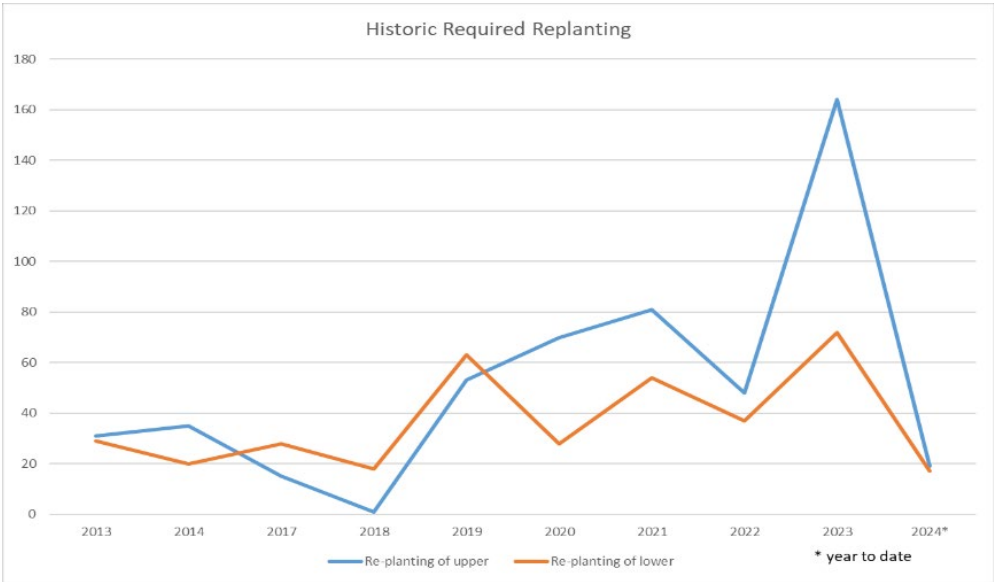
Permit Information

2024 Permitted removals, pruning, and required planting												
	Tree permits received	Tree permits Issued	Site Inspections Performed	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	17	12	1	4	8	6	2	5	1	0	2	6
February	49	21	4	6	21	11	10	3	3	0	0	6
March	26	20	3	5	27	14	13	4	7	0	0	11
April	20	16	3	3	15	8	7	5	5	0	0	10
May	27	7	4	3	8	5	3	2	1	0	0	3
June												
July												
August												
September												
October												
November												
December												
2024 Totals	139	76	15	21	79	44	35	19	17	0	2	36

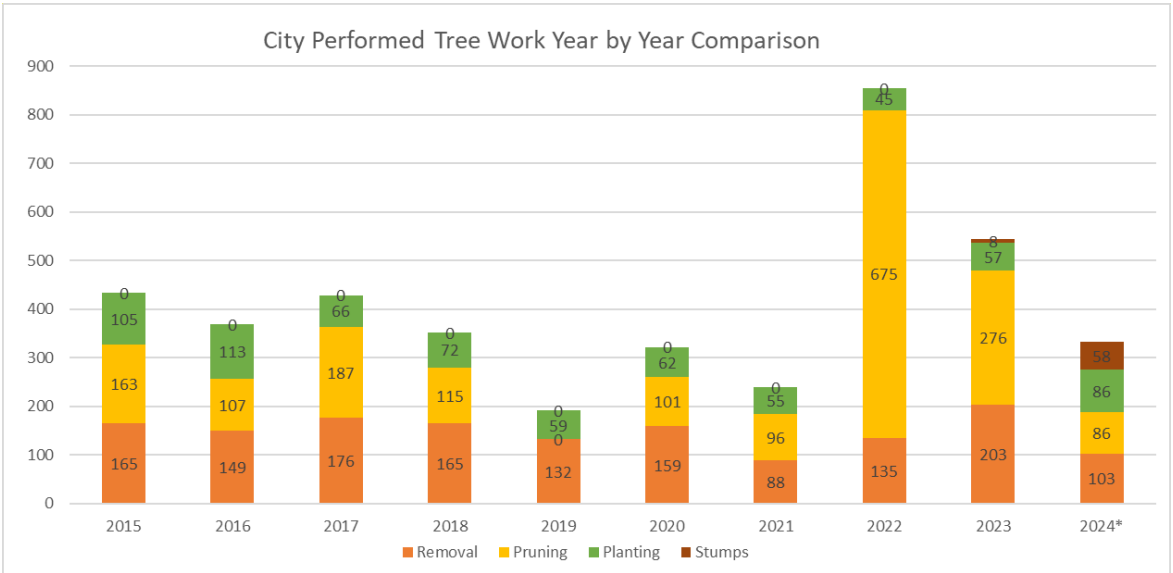


Historic permitted removals and required planting		
	Re-planting of upper	Re-planting of lower
2013	31	29
2014	35	20
2017	15	28
2018	1	18
2019	53	63
2020	70	28
2021	81	54
2022	48	37
2023	164	72
2024*	19	17
*year to date		

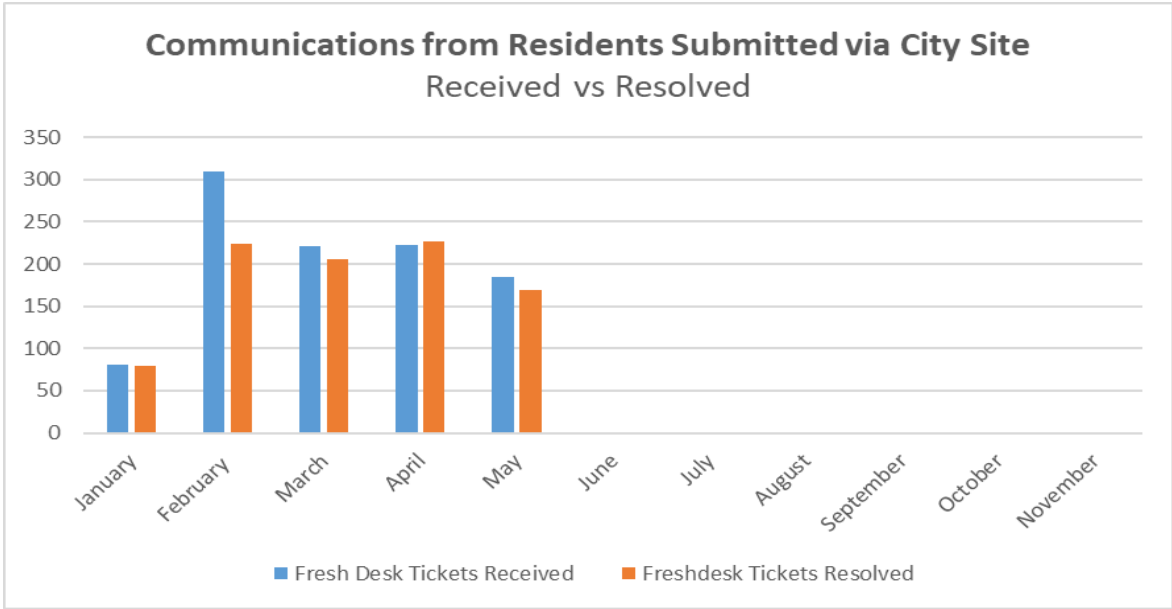
Historic permitted removals and required planting								
Year	Permitted removals	Removal of upper	Removal of lower	Replanting Required	Replanting of upper	Replanting of lower	Replanting %	Applications processed
2021	204	81	123	135	81	54	66.18%	213
2022	149	82	67	85	48	37	57.05%	155
2023	324	211	113	223	164	72	68.83%	336
2024	76	44	35	36	19	17	47.37%	160



City Forestry, Parks, and Beach Activities



*Year to date – Includes work performed by City crew as well as on-call tree contractors.



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



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

July 8, 2024
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Jane Hogan, Accountant

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: May 2024 Check Register Summary

RECOMMENDATION:

Approve the check register for May 2024.

BACKGROUND/SUMMARY:

The check register is a financial report generated from the City's financial system (**Attachment 1**). It categorizes checks by the responsible department or function, providing essential information such as the check number, vendor name, purchase description, check issue date, and the check amount.

Per the California Supreme Court's decision in the case of Los Angeles County Board of Supervisors v. Superior Court (Dec. 29, 2016) (2016 WL 7473802), the check register excludes the specific invoice payments for legal services incurred for pending and active investigations, pending and active litigation, as well as recently concluded matters. The Supreme Court has ruled that these specific invoices are protected under attorney-client privilege and therefore are not subject to disclosure under the Public Records Act.

As a supplement to the check register, staff have included information about the contract balances for vendors who received payments during the month of February 2024. This data can be found on the last page of the report.

The check register provides valuable insights into the City's financial transactions, ensuring transparency and accountability in our financial operations. The exclusion of certain legal services payments adheres to the California Supreme Court's guidelines, safeguarding attorney-client privilege. The contract balance information further enhances our financial transparency.

FISCAL IMPACT:

The check register summary for May 2024, totals \$1,489,467.34.

PRIOR CITY COUNCIL ACTION:

Council ratified the April 2024 check register at the June 3, 2024 special council meeting.

ATTACHMENTS:

Attachment 1) May 2024 Check Register

May 2024 Check Register

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 000 _____				
53406	County of Monterey-Treasury Division	April 2024 collections	05/03/2024	3,800.00
53529	Visit Carmel	CRID Remittance Jan-Mar 2024	05/17/2024	57,791.31
Total for Department: 000 _____				61,591.31
Department: 110 City Council				
53416	Peninsula Messenger LLC	Mail service sorting and delivery	05/03/2024	7,216.00
53501	Dave Potter	Wash DC trip expenses Mar 9-13,2024	05/17/2024	2,231.13
Total for Department: 110 City Council				9,447.13
Department: 111 City Administration				
53398	Amazon Capitol Services	IT Supplies and Equipment	05/03/2024	91.04
53399	AT&T	Telephone service citywide	05/03/2024	2,338.34
53408	Image Sales	Employee ID Badges	05/03/2024	23.06
53410	Liebert Cassidy Whitmore	ERC Membership	05/03/2024	3,950.00
53415	Office Depot, Inc.	Admin Office supplies	05/03/2024	58.18
53418	Quality Print & Copy	Printing service-Business cards,stationary,envelopes	05/03/2024	218.50
53420	Same Day Shred	Admin-Document shredding services	05/03/2024	50.00
53422	T-Mobile	Monthly cell service, usage and purchases	05/03/2024	1,028.44
53423	Universal Staffing Inc	Temporary staffing services: A Malone	05/03/2024	1,770.00
53425	Verizon Wireless	Cell phone sales and usage	05/03/2024	3,994.57
53439	Amazon Web Services Inc	Data and cloud storage fees	05/14/2024	1,912.35
53442	AT&T	Telephone service citywide	05/14/2024	952.48
53445	Carmel Pine Cone	Legal noticing	05/14/2024	847.50
53452	Digital Deployment	Website support agreement:Maint, training, security and updates	05/14/2024	700.00
53455	FedEx	Shipping fees-Business office	05/14/2024	22.09
53458	Iron Mountain	Records storage and management services	05/14/2024	314.81
53459	J 4 Systems	System moderization and resiliency services directed by IT Amend	05/14/2024	4,325.00
53460	KIS	Palo Alto Firewall Discover Quote	05/14/2024	1,700.00
53474	Springbrook Software	Subscription:Accounting Software package	05/14/2024	20,131.21
53481	US Bank	HR Subscription - Liebert Cassidy Whitmore refund	05/14/2024	-100.00
53481	US Bank	HR Subscription- MetroFax	05/14/2024	11.95
53481	US Bank	IT Subscription - Microsoft	05/14/2024	1,112.89
53481	US Bank	IT Subscription - Freshworks	05/14/2024	715.00
53481	US Bank	IT Subscription - Zoom	05/14/2024	667.84
53481	US Bank	IT Subscription - BackBlaze	05/14/2024	68.43
53481	US Bank	IT Subscription - Adobe	05/14/2024	755.73
53481	US Bank	IT Subscription- Google cloud	05/14/2024	2.10
53481	US Bank	IT Subscription: Constant Contact, Freshworks	05/14/2024	313.00
53492	AT&T	Router & misc services-Junipero Ave	05/17/2024	1,018.67
53499	Comcast Business	NonNGEN internet and recurring charges	05/17/2024	545.43
53508	Image Sales	Employee ID Badges	05/17/2024	23.06
53509	J 4 Systems	System moderization and resiliency services directed by IT Amend	05/17/2024	1,615.00
53510	Juanita Menig	Notary service fees	05/17/2024	156.30
53515	MRC	Printer usage fees-All departments	05/17/2024	1,111.48
53517	Office Depot, Inc.	Admin Office supplies	05/17/2024	290.77
53518	Pitney Bowes Global Fin S	Postage meter lease	05/17/2024	836.55
53527	US Bank	Office Supplies	05/17/2024	223.65
53527	US Bank	NYT Subscription	05/17/2024	20.00
53527	US Bank	Slide AL	05/17/2024	10.00
53527	US Bank	Lunch meetings	05/17/2024	367.63
53527	US Bank	City Council meeting snacks	05/17/2024	168.08
53542	Alhambra	Water service-City Hall	05/24/2024	189.86
53546	Carmel Pine Cone	Legal noticing	05/24/2024	315.00
53548	City Clerks Assoc of California	CCAC membership Nova Romero	05/24/2024	250.00
53550	Comcast	City Hall Cable service	05/24/2024	68.51
53552	Corbin Willits System	MOM Financial system monthly fee	05/24/2024	720.79
53556	International Institute of Municipal Clerks	IIMC Membership 24-25 N Romero	05/24/2024	185.00
53557	J 4 Systems	System moderization and resiliency services directed by IT Amend	05/24/2024	950.00
53561	Office Depot, Inc.	Admin Office supplies	05/24/2024	186.57
53571	Xerox Financial Services	Xerox copier leases citywide	05/24/2024	1,452.53
53575	AT&T	Telephone service citywide	05/31/2024	2,342.49
53586	J 4 Systems	System moderization and resiliency services directed by IT Amend	05/31/2024	760.00

Attachment 1

53594	Ralph Anderson & Associates	CPB Director recruitment services	05/31/2024	15,600.00
53596	SHI International Corp	Crowdstrike software subscription per quote	05/31/2024	4,880.20
53599	T-Mobile	Monthly cell service, usage and purchases	05/31/2024	1,028.44
53603	Verizon Wireless	Cell phone sales and usage	05/31/2024	3,835.14

Total for Department: 111 City Administration	87,125.66
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Department: 112 City Attorney

53544	Burke,Williams & Sorensen, LLP	City Attorney services	05/24/2024	33,925.00
53566	Sloan Sakai Yeung & Wong	Legal services	05/24/2024	575.00

Total for Department: 112 City Attorney	34,500.00
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Department: 116 Police

53397	Alhambra	Water service-Police Dept	05/03/2024	162.26
53402	Carmel Towing & Garage	Police Dept gas expense April 2024	05/03/2024	5,193.51
53404	Community Hospital of the Monterey Peninsula	PD Testing services	05/03/2024	81.00
53405	Copies By-The-Sea	Printing services	05/03/2024	562.42
53407	Gerald Maldonado	Training exp 4/15-4/26/24	05/03/2024	147.91
53409	Javier Auto Services	PD Auto Repairs	05/03/2024	616.75
53411	Michael Bruno	Training exp 4/16/-4/24/2024	05/03/2024	496.68
53413	MOGO Urgent Care	PD Substance testing services	05/03/2024	568.00
53414	Monterey County District Attorney/Accounting	Testing expense Blood Alcohol Costs	05/03/2024	759.24
53415	Office Depot, Inc.	Office supplies PD	05/03/2024	476.58
53419	Rydin Decal	Sales tax omitted from previous invoices per attached.	05/03/2024	547.91
53421	T2 Systems, Inc	Automated owner lookups/Color mailed letter services	05/03/2024	132.43
53424	US Bank	Safety equipment	05/03/2024	579.09
53424	US Bank	Insignia and evidence fridge	05/03/2024	1,289.64
53424	US Bank	Savage training group - Multijurisdictional incidents training x2	05/03/2024	598.00
53424	US Bank	CA Police Chiefs Seconds in Command training registration	05/03/2024	200.00
53424	US Bank	Gridiron training - POST 40 Hour Field Training Officer in person	05/03/2024	676.00
53424	US Bank	Meeting refreshments	05/03/2024	130.76
53424	US Bank	Airfare for training	05/03/2024	231.20
53424	US Bank	Training, meeting and travel expense for education purposes	05/03/2024	426.05
53438	Altius Medical	Medican/bio hazard waste disposal	05/14/2024	106.00
53448	Comcast	PD Cable service	05/14/2024	34.56
53449	County of Monterey IT Dept	Cellular Network access	05/14/2024	460.00
53451	Department of Justice/Accounting Office	PD:Fingerprinting and misc ID services	05/14/2024	81.00
53466	Proforce Law Enforcement	Ammunition	05/14/2024	3,156.60
53469	Same Day Shred	PD-Document shredding services	05/14/2024	60.00
53475	T2 Systems, Inc	UpSafety Ticketing Platform for PD-Hardware, software tech suppo	05/14/2024	19,460.00
53476	Timothy Ament	Training expenses 5/5/2024-5/10/2024	05/14/2024	2,466.42
53477	Transunion Risk & Alterna	PD: Monthly fee for information services	05/14/2024	75.00
53543	Angel Armor	Safety supplies	05/24/2024	2,934.10
53562	Paul Falworth	Reimburse for CERT supplies	05/24/2024	32.72
53572	Alhambra	Water service-Police Dept	05/31/2024	164.56
53574	Angel Armor	Police safety supplies:handcuffs, gun belts, misc	05/31/2024	2,934.10
53580	Comcast	PD Cable service	05/31/2024	447.90
53581	Community Hospital of the Monterey Peninsula	PD Testing services	05/31/2024	81.00
53592	Office Depot, Inc.	Office supplies PD	05/31/2024	490.73
53598	Swift Car Wash	Car washes Police Dept	05/31/2024	120.00
53602	US Bank	PD Promo expense - VIPS pens	05/31/2024	561.18
53602	US Bank	VIP Subscription expense	05/31/2024	288.00
53602	US Bank	PD Safety equipment and supplies	05/31/2024	1,395.24
53602	US Bank	CERT/VIPS training meeting expenses	05/31/2024	385.09
53602	US Bank	Chief training expense	05/31/2024	336.79
53602	US Bank	CATO - Active Shooter Symposium registration	05/31/2024	200.00
53602	US Bank	Police records management	05/31/2024	159.00
53602	US Bank	Refreshments for CERT Training	05/31/2024	122.00

Total for Department: 116 Police	50,427.42
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Department: 117 Fire

53402	Carmel Towing & Garage	Fire Dept. Gas Expense (E15)	05/03/2024	934.43
53403	City Of Monterey	FY 23-24 Monthly fee Interim Fire Admin/Emerg Incident Mgmt	05/03/2024	250,816.08
53412	Mission Linen Service	Fire Dept laundry service	05/03/2024	271.96
53436	Alhambra	Water servoce Fire Dept	05/14/2024	158.38
53437	Allstar Fire Equipment Inc	Safety apparel Fire Dept	05/14/2024	873.41
53441	American Supply Company	Fire Dept janitorial supplies	05/14/2024	278.42
53449	County of Monterey IT Dept	Cellular Network access	05/14/2024	138.00
53461	Mission Linen Service	Fire Dept laundry service	05/14/2024	133.62

Attachment 1

53559	Mission Linen Service	Fire Dept laundry service	05/24/2024	133.62
53579	City Of Monterey	FY 23-24 Monthly fee Interim Fire Admin/Emerg Incident Mgmt	05/31/2024	245,891.60
53589	Mission Linen Service	Fire Dept laundry service	05/31/2024	139.82

Total for Department: 117 Fire	499,769.34
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Department: 118 Ambulance

53400	Bound Tree Medical LLC	Medical supplies	05/03/2024	2,850.55
53402	Carmel Towing & Garage	Amb Dept. Gas Expense (7166)	05/03/2024	564.24
53403	City Of Monterey	FY 23-24 Ambulance overtime reimbursement for staffing by Monter	05/03/2024	6,866.16
53417	Peninsula Welding & Medical Supply, inc.	Ambulance Dept-Oxygen/hazardous materials transport service	05/03/2024	90.72
53444	Bound Tree Medical LLC	Medical supplies	05/14/2024	1,299.76
53485	Wittman Enterprises, LLC	Ambulance billing service	05/14/2024	3,038.88
53554	Golden State Truck & Trailer	Ambulance repairs	05/24/2024	5,901.63
53579	City Of Monterey	FY 23-24 Ambulance Administration fee	05/31/2024	1,983.56
53583	Golden State Truck & Trailer	Ambulance repairs	05/31/2024	2,018.39
53587	LogRx	Annual subscription - Drug tracking software	05/31/2024	1,080.00

Total for Department: 118 Ambulance	25,693.89
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Department: 119 Public Works

53440	American Lock & Key	Locksmith and key services for City facilities	05/14/2024	258.94
53443	Ausonio, Inc	San Antonio walkway repairs	05/14/2024	609.00
53447	Cintas Corporation	Uniform Service for PW staff	05/14/2024	669.54
53453	Edges Electrical Group	Electrical supplies, LED lights for City facilities	05/14/2024	472.01
53456	Golden State Portables	Portable RR rental	05/14/2024	650.00
53457	Granite Rock Company	DG for street projects	05/14/2024	469.12
53464	Poe's Plumbing & Backflow	Plumbing for City facilities	05/14/2024	2,547.06
53467	Pureserve Building Service	Janitorial services FY 23/24	05/14/2024	21,775.59
53468	Robert Half	Temp help for Forestry Division	05/14/2024	1,626.20
53470	Scarborough Lumber & Building	Public Works Streets supplies	05/14/2024	589.65
53471	Sentry Alarm Systems	Alarm monitoring	05/14/2024	231.00
53472	Sherwin-Williams Co.	PW Paint and paint supplies 4/15/24 #4323-3	05/14/2024	2,162.33
53478	Tree Stuff Lockbox No 639707	Equipment for Forestry Division	05/14/2024	125.58
53479	Uline Inc.	Safety supplies for PW/Forestry	05/14/2024	1,128.09
53480	Universal Staffing Inc	Temporary staffing services for Forestry	05/14/2024	2,141.30
53481	US Bank	Supplies for FM and City projects CW040824	05/14/2024	255.73
53481	US Bank	Solar generator with panels and powerstation	05/14/2024	1,789.31
53482	Valley Saw & Garden Equipment	Supplies for Forestry 4/12/24 #369122	05/14/2024	3,972.28
53484	West Coast Arborists Inc .	Tree maintenance services as directed by City Forester	05/14/2024	20,178.00
53490	Alhambra	Water for Public Works Dept.	05/17/2024	318.33
53491	Applied Marine Sciences	ASBS Watershed monitoring	05/17/2024	16,095.22
53493	Beau King	Boots for Beau per MOU	05/17/2024	250.00
53494	Blue Moon Native Garden	Supplies for work done on Ocean Ave. Medians	05/17/2024	450.66
53496	Carmel Cares-Dale Byrne, President	Landscaping Services for Scenic Pathway-	05/17/2024	6,300.00
53497	Carmel Towing & Garage	Fuel for PW vehicles	05/17/2024	2,336.20
53498	Cintas Corporation	Uniform Service for PW staff	05/17/2024	209.03
53500	Community Tree Service	Tree work as directed by City Forester	05/17/2024	55,377.48
53503	Devil Mountain Wholesale Nursery	Supplies for work on Ocean Ave. Medians	05/17/2024	1,112.64
53504	Edges Electrical Group	Electrical supplies, LED lights for City facilities	05/17/2024	798.68
53505	Gilbert Tomayo	Workboots per MOU	05/17/2024	250.00
53507	Hayward Lumber	PW fence repair in PW yard near PD and Youth Center 5/7/24 #4433	05/17/2024	408.69
53511	Kona Jerry's LLC	PW Week lunch - Deposit and final payment	05/17/2024	597.88
53512	Meadowlark Nursery & Landscaping	Supplies for work done on Ocea Ave. Medians	05/17/2024	313.50
53514	Monterey Regional Waste Management District	SB 1383 Regional MOU Carmel share of costs	05/17/2024	4,743.00
53519	Poe's Plumbing & Backflow	Remove and replace the existing Febco 880v lead Backflow at SSC	05/17/2024	815.83
53520	Robert Half	Temp help for Forestry Division	05/17/2024	762.78
53521	Safeway Sign Co.	Street sign blank and vinyl for sign plotter	05/17/2024	880.99
53523	Tope's Tree Service Inc.	Tree services citywide as directed by City Forester	05/17/2024	1,350.00
53524	Town and Country Gardening	Landscape contractors for City locations	05/17/2024	12,900.00
53525	Tree Stuff Lockbox No 639707	Equipment for Forestry Division	05/17/2024	1,889.87
53526	Universal Staffing Inc	Temporary staffing services for Forestry	05/17/2024	728.48
53528	Valley Hills Nursery	Supplies for Forestry 3/27/24 #6861	05/17/2024	2,178.97
53530	Wm Baxter Electric	2 new outlets that the emergency generator will back up at the P	05/17/2024	3,769.09
53531	ZFA Structural Engineering	Stuctural engineering design services:San Antonio Walkway	05/17/2024	3,500.00
53545	California Acoustic Ceilings Inc	Comprehensive ceiling tile grid and replacements at City Hall	05/24/2024	3,600.00
53547	Cintas Corporation	Uniform Service for PW staff	05/24/2024	236.66
53551	Community Tree Service	Tree work as directed by City Forester	05/24/2024	38,374.70
53555	Granite Rock Company	DG for street projects	05/24/2024	593.10
53558	Limble Solutions, Inc	FM CMMS software	05/24/2024	1,490.40

Attachment 1

53563	Robert Half	Temp help for Forestry Division	05/24/2024	780.70
53564	Rooter King	PBL yard trap replacement upgrade	05/24/2024	4,895.00
53568	US Bank	RC050624- Water cobler clamp light	05/24/2024	43.62
53570	West Coast Arborists Inc .	Tree maintenance services as directed by City Forester	05/24/2024	1,529.00
53573	American Lock & Key	Locksmith and key services for City facilities	05/31/2024	42.07
53577	Carmel Glass Company	Glass repair for City facilitated	05/31/2024	528.00
53578	Cintas Corporation	Uniform Service for PW staff	05/31/2024	183.98
53582	Denise Duffy & Associates	On-call Environmental services	05/31/2024	1,563.50
53584	Granite Rock Company	DG for street projects	05/31/2024	676.67
53585	Hayward Lumber	Sullpies for Facilities Maint. 4/30/24 #435626	05/31/2024	948.49
53590	Monterey One Water	Current year membership and projects FY23/24 5/10/24 #15346	05/31/2024	17,014.00
53591	Napa Auto Parts	PW vehicle supplies	05/31/2024	215.03
53595	Scarborough Lumber & Building	Supplies for FM	05/31/2024	409.65
53600	Tree Stuff Lockbox No 639707	Equipment for Forestry Division	05/31/2024	2,000.24
53601	Uline Inc.	B&P Dept.- Jakes raingear and safety vest 5/7/24 #177857480	05/31/2024	171.92

Total for Department: 119 Public Works	255,284.78
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Department: 120 Library

53463	Pacific Grove Self Storage	Storage Unit - Document storage	05/14/2024	406.00
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Total for Department: 120 Library	406.00
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Department: 121 Community Activities

53506	Glastonbury Inc	sound system for Memorial Day Ceremony on May 27, 2024	05/17/2024	1,725.00
53527	US Bank	Video for Carmel Prepares symposium June 1 & November 16, 2024	05/17/2024	1,155.00

Total for Department: 121 Community Activities	2,880.00
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Department: 130 Non-Departmental

53401	Cal-Am Water Company	Water service citywide	05/03/2024	11,502.92
53462	Pacific Gas & Electric	City-wide gas and electric services	05/14/2024	21,069.54
53465	Prism Public Risk Innovation	Gen Liability Prog 1-Deductible Billing Q3 Jan-Mar 2024	05/14/2024	11,037.64
53495	Cal-Am Water Company	Water service citywide	05/17/2024	123.15

Total for Department: 130 Non-Departmental	43,733.25
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Department: 311 Capital Projects

53443	Ausonio, Inc	CIP Facilities Renovation project management	05/14/2024	5,507.25
53446	Christopher Dinner Heating Inc	PD roof lightning rod 4/24/24 #23726	05/14/2024	140.00
53450	Davey Resource Group, Inc.	CIP:Urban Forest Master Plan Project manager services	05/14/2024	810.00
53454	EMC Planning Group, Inc	Coastal Hazards engineering study	05/14/2024	4,231.23
53502	Davey Resource Group, Inc.	CIP:Urban Forest Master Plan Project manager services	05/17/2024	1,790.00
53513	Monterey County Weekly Classifieds	Public Notice - City Hall Roofing Project- 5/2/24 #47-072215-000	05/17/2024	438.75
53516	Neill Engineers Corp.	Civil engineering design services: Storm Drain capital project A	05/17/2024	26,063.00
53522	Tombleson Inc.	Install of pass-through evidence locker at Carmel PD evidence ro	05/17/2024	4,433.00
53531	ZFA Structural Engineering	Stuctural engineering design services:SC Walls	05/17/2024	3,000.00
53541	4Leaf, Inc	PD Building PM	05/24/2024	3,062.99
53549	Color New Co	Hazmant removal and painting SCC exterior, Harrison ML interior	05/24/2024	248,383.46
53553	EMC Planning Group, Inc	Coastal Hazards engineering study	05/24/2024	10,738.59
53565	Scudder Roofing	Roof repair to Carmel PD roof 12/20/21 #R40455-001	05/24/2024	1,445.51
53567	Ten Over Studio, Inc	City Hall Roof Replacement, HML Renovations-EXT/INT painting,	05/24/2024	2,389.85
53593	Pacific Redwood Products, LLC	Scenic pathway hardscape phase II - 2/27/24 #3001	05/31/2024	2,292.48

Total for Department: 311 Capital Projects	314,726.11
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Department: 513 Veh & Equip Replacement

53560	National Auto Fleet Group	2023 Ford Mustang Mach-E - (Carmel PD-admin vehicle)	05/24/2024	46,433.45
53569	Watsonville Ford	2024 Ford F150 Lightning Electric Truck for Forestry	05/24/2024	57,449.00

Total for Department: 513 Veh & Equip Replacement	103,882.45
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Grand Total	1,489,467.34
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CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

July 8, 2024
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2024-049 designating Mayor Dave Potter as the voting delegate and Mayor Pro Tem Bobby Richards as the alternative voting delegate at the 2024 Annual League of California Cities Conference

RECOMMENDATION:

Adopt Resolution 2024-049 designating Mayor Dave Potter as the voting delegate and Mayor Pro Tem Bobby Richards as the alternative voting delegate at the 2024 Annual League of California Cities Conference.

BACKGROUND/SUMMARY:

Every year, the League of California Cities (LOCC) holds a member-driven General Assembly at the Cal Cities Annual Conference and Expo. This event, scheduled for October 18, 2024, allows city officials to participate directly in shaping Cal Cities policy. Each member city appoints one voting delegate to represent it at the Assembly.

The city council must designate the voting delegate and up to two alternates through a council resolution each year. This designation cannot be made by the Mayor or City Administrator alone. Additionally, the voting delegate and alternates must be registered to attend the conference.

This year, Mayor Potter and Mayor Pro Tem Richards are registered for the General Assembly in Long Beach in October. To ensure the City of Carmel-by-the-Sea has a vote, the city council should adopt Resolution 2024-059 (**attachment 1**), designating Mayor Potter as the voting delegate and Mayor Pro Tem Richards as the alternate. A copy of this resolution, along with the voting delegate form, must be submitted to the LOCC by August 17, 2024.

FISCAL IMPACT:

None for this item.

PRIOR CITY COUNCIL ACTION:

On July 11, 2023, Council adopted Resolution 2023-068 authorizing Mayor Dave Potter as the voting delegate and Mayor Pro Tem Bobby Richards as the alternate voting delegate for the 2023 annual League

of California Cities Conference.

ATTACHMENTS:

Attachment 1) Resolution 2024-049

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

RESOLUTION NO. 2024-049

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 2024 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 October 18, 2024; 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 17, 2024.

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 2024 annual League of California Cities General Assembly.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 8th day of July, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk



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

July 8, 2024
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Ashlee Wright, Director, Libraries & Community Activities
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Consideration of a pilot program for Saturday Farmers' Market July through October 2024, in addition to the market on Thursdays.

RECOMMENDATION:

Approve a pilot program for Saturday Farmers' Market July through October 2024, in addition to the market on Thursdays.

BACKGROUND/SUMMARY:

The Farmers' Market is held every Thursday (holidays and Car Week notwithstanding) from 10:00 a.m. to 2:00 p.m. on Mission Street between Ocean and Sixth Avenues, and Sixth Avenue between Mission and Junipero Streets. Good Roots, Inc. has been managing the market since early 2020 and has done an admirable job making improvements to the Farmers' Market operation, ensuring that the Village has a vibrant market at which the community can gather each week.

In addition, the once monthly seasonal Third Thursdays evening events that feature Farmers' Market vendors, artist demonstrations, fun games and activities for children, and music sponsored by Sunset Center are well attended by all-ages of locals and visitors.

Proposed Saturday Market

Early this year, Good Roots proposed adding an additional market day on Saturdays, based on feedback from regular farmers market shoppers who would appreciate the additional day/option, community members unable to patronize the market on Thursdays, vendors, and conversations with business owners. This prompted a survey (Attachment 1) to better capture the anecdotal data that Good Roots management had been hearing and sharing with staff. The survey found overall market satisfaction, with the usual comments about parking challenges, and some great communications suggestions, and openness to the idea of an

additional market day for those who work and could not attend the Thursday market.

In addition, Good Roots also reached out to adjacent businesses who submitted letters of support for a Saturday market in addition to the Thursday market (Attachments 2-8). Business owners pointed out the mutual benefit that a Saturday market would provide to both locals and the business owners by providing access to fresh local produce and also increasing foot traffic throughout the village. Those business owners who are also residents, shared that a Saturday market would increase accessibility to the market for those who work.

Good Roots is proposing a pilot program for a new Saturday market, in addition to the Thursday market. The Saturday market will differ from the Thursday market in the following ways:

1. Focus on local produce only
2. Earlier start time - 9:00 a.m. to 1:00 p.m.
3. Seasonal March through October
4. Smaller footprint - Mission Street between Ocean and Sixth Avenues to keep Sixth open to the buses and minimize congestion

If approved, Good Roots would explore implementing a shuttle for vendors on Saturdays and requiring vendor parking at Vista Lobos to try to mitigate parking impacts on Saturdays.

In California, there are 693 Certified Farmers' Markets. As of April 1, 2024:

- Of those 179 (25%) are held on Saturdays.
- 130 (18%) on Sundays and
- 29 (3%) are held on both a weekday and Saturday or Sunday.
- 103 (14%) are held on Thursdays.

Staff recommends approving the pilot program for a Saturday market July through October 2024. Good Roots has a proven track record of excellent programming and community building. Staff will provide a report out for discussion as part of the annual Farmers' Market report out.

FISCAL IMPACT:

The approving of the pilot program will not incur any expense to the City.

PRIOR CITY COUNCIL ACTION:

Council has not previously taken action on the proposed pilot program.

ATTACHMENTS:

- Attachment 1 - Survey results
- Attachment 2 - Support Letter Gorjana
- Attachment 3 - Support Letter Flaherty's
- Attachment 4 - Support Letter Nut Hut
- Attachment 5 - Support Letter Stationaery
- Attachment 6 - Support Letter Cromwell Gallery

Attachment 7 - Support Letter Cafe Carmel

Attachment 8 - Support Letter Vesuvio

Timestamp	Name (Option to Leave Anonymous)	Favorite Vendor Types	2. Market Operations: A) How satisfied are you with the overall organization and management of the farmers market?	B) Are there any specific aspects of market operations that you think could be improved? Please provide details.	3. Vendor Engagement: A) How would you rate the level of vendor engagement at your stall?	B) What initiatives or improvements could be implemented to enhance vendor engagement?	4. Communication: A) How satisfied are you with the communication from the market organizers?	B) Is there any additional information or communication you would like to receive from the organizers?	5. Market Promotion: A) How effective do you think the market's promotional efforts are in attracting customers?	B) Do you have any suggestions for improving the market's promotional activities?	6. Market Audience: A) What percent of the customers do you believe are local community members of Carmel-by-the-Sea?
2/1/2024 8:56:18		Prepared Food	- Very Satisfied	Saturdays!	- Excellent		- Very Satisfied		- Very Effective		70%
2/9/2024 16:54:52		Prepared Food	- Satisfied	Keep on keeping dogs out	- Good		- Satisfied		- Effective		30%
2/9/2024 17:03:00		Agricultural Vendor	- Satisfied		- Excellent		- Satisfied		- Effective		60%
2/9/2024 17:24:49		Agricultural Vendor	- Satisfied		- Good		- Neutral		- Neutral		50%
2/9/2024 17:46:17		Prepared Food	- Very Satisfied		- Excellent		- Satisfied		- Effective		70%
2/9/2024 17:55:41		Small gift items	- Satisfied		- Good	Some new and different vendors	- Neutral		- Neutral		70%
2/9/2024 18:09:18		Agricultural Vendor	- Satisfied		- Excellent		- Neutral		- Neutral		80%
2/9/2024 18:22:28		Agricultural Vendor	- Satisfied		- Excellent		- Satisfied		- Effective		70%
2/9/2024 19:02:02	Fran Vardamis	Agricultural Vendor	- Very Satisfied	Perfect.dont change anything	- Excellent	It's all good	- Satisfied		- Very Effective		70%
2/9/2024 19:03:43		Agricultural Vendor	- Very Satisfied		- Excellent		- Very Satisfied		- Effective		70%
2/10/2024 0:27:28		Agricultural Vendor	- Neutral	Less prepared food. More	- Good		- Neutral	Specific info on what vendors	- Ineffective		70%
2/10/2024 7:46:19		Agricultural Vendor	- Very Satisfied		- Good		- Satisfied		- Neutral		60%
2/12/2024 14:25:27		Hot Food	- Very Satisfied	more vendors and broader	- Excellent	If we could somehow know who was coming and	- Satisfied	If they could give us advance	- Very Effective		70%
2/14/2024 8:50:28	LoveFresh	Agricultural Vendor	- Very Satisfied	More vendors	- Good	Name tags on vendors: Hi, I'm xxxx	- Satisfied	Change of season products	- Neutral	food demos; hats and t-shirts	90%
2/16/2024 10:13:15	Susan Murphy	Books for the library	- Satisfied		- Excellent		- Very Satisfied		- Neutral		60%
2/16/2024 16:51:35	Paul Falworth	Flowers, prepared food, fruit	- Satisfied		- Excellent	Recruiting new vendors to broaden the breadth of	- Neutral		- Neutral	Promoting instagram/FB Farmers Market accounts with small paper leaflets (6 per page, cut up) handed out by vendors to market buyers	60%
2/16/2024 17:43:44		Agricultural Vendor	- Satisfied	Please, no crafts	- Good		- Satisfied		- Effective		70%
2/16/2024 18:01:48	Joanie Deis	Agricultural Vendor	- Very Satisfied		- Excellent		- Neutral		- Very Effective		70%
2/16/2024 18:30:53		Agricultural Vendor	- Satisfied	More organically grown products	- Good		- Satisfied		- Neutral	Sidewalk promotions, sandwich board wearing, displays in libraries, PSA's on KAZU	80%
2/19/2024 15:05:02		Agricultural Vendor	- Neutral		- Good		- Neutral		- Ineffective		60%
2/23/2024 16:39:41		Agricultural Vendor	- Neutral	more diversity	- Average	a better selection...and more	- Dissatisfied		- Ineffective	a few more ads in the pine cone	30%
2/23/2024 16:45:32	Micaril Hill	Agricultural Vendor	- Very Satisfied	Dairy vendor would be nice	- Excellent	They are pretty engaged and very hospitable. .	- Very Satisfied	Dog friendly. Daily for milk	- Effective	How about the Pinecone Have a weekly segment, what's in season at Thursday's Carmel market? With vendor highlights and education about the seasonality Of agriculture.	80%
2/25/2024 9:12:50	Shelly Littlewood	Agricultural Vendor	- Very Satisfied		- Excellent		- Very Satisfied		- Neutral		60%
2/26/2024 9:28:31		Agricultural Vendor	- Very Satisfied		- Excellent		- Very Satisfied		- Effective		70%
3/16/2024 12:13:36		Agricultural Vendor	- Very Satisfied		- Excellent		- Very Satisfied		- Neutral		80%
3/17/2024 6:39:06		Agricultural Vendor	- Neutral	Too many rules!	- Good		- Neutral		- Effective		60%
3/22/2024 16:28:53		Flowers	- Satisfied	Let me walk my dogs in the	- Good		- Satisfied				80%
3/22/2024 16:39:59		Agricultural Vendor	- Very Satisfied		- Excellent		- Very Satisfied		- Very Effective		80%
3/22/2024 17:07:24	Anne Herzog	Agricultural Vendor	- Very Satisfied		- Excellent		- Satisfied	If you add any special day	- Effective		80%
3/22/2024 17:48:48		Agricultural Vendor	- Neutral	Parking and day of operation	- Average		- Satisfied		- Neutral		40%
3/22/2024 17:51:56	Cari White (Customer)	Agricultural Vendor	- Very Satisfied	I think its great!	- Excellent	Can't think of anything	- Very Satisfied		- Very Effective		80%
3/22/2024 18:15:18	Elen Martin	Agricultural Vendor	- Very Satisfied		- Excellent		- Very Satisfied		- Very Effective		60%
3/22/2024 18:34:33		Prepared Food	- Satisfied		- Good		- Satisfied		- Effective		60%
3/23/2024 8:44:49		Agricultural Vendor	- Very Satisfied		- Good		- Satisfied		- Effective		80%
3/23/2024 15:30:24		Agricultural Vendor	- Satisfied		- Excellent		- Very Satisfied		- Very Effective		70%
3/24/2024 6:34:09	Ann Marie Palmer	Agricultural Vendor	- Very Satisfied		- Excellent		- Very Satisfied		- Very Effective		80%
3/24/2024 8:21:12		Agricultural Vendor	- Satisfied	More fresh veggie vendors	- Excellent		- Satisfied		- Effective		90%
3/25/2024 9:45:51		Agricultural Vendor	- Very Satisfied		- Excellent		- Very Satisfied		- Effective		70%

B) How do you best suggest we increase local attendance benefitting the hyper local residents of Carmel-by-the-Sea?	8. Additional Market Day: A) Do you think an additional market on the weekend would be better for locals living in Carmel?	If so which day?	If so what time?	8. General Comments: Please use this space to share any additional comments, suggestions, or feedback you may have about your experience at the farmers market.															
Shuttle/regular transportation running from residential areas to market.	Maybe	Saturday	10AM-2PM																
	No, too many people																		
	yes	Saturday	10AM-2PM	Dog owners seem to often ignore signs saying: " No Dogs Allowed." Frequently, large dogs get too close to produce, etc. and it is very disgusting to see them drool over the displays, etc.															
		Saturday	9AM-1PM																
	yes																		
	No - too many as my tourists	N/A																	
	Yes	N/A		More organic certified produce															
	No			Carmel has a good thing going for locals and tourists. Everyone is happy. Don't change anything															
	Yes	N/A																	
	Yes	Saturday	9AM-1PM																
Increase selection of agricultural products.	Yes	Saturday	8AM-12PM	Great resource for the community!															
keep bringing in locally produced, affordable foods that are really delicious like Wise Goat punch card from vendors for repeat biz to earn free item(s)	yes	Sunday	10AM-2PM	I wish there were more kinds of items offered, like clothing and also shopping bags, baskets, t-shirts, hats, bumper stickers, dog items, promoting the Carmel Farmer's Market (my t shirt)															
	Might increase visitor attendance too	Sunday	8AM-12PM	Very nice market; few more vendors would be a plus;															
	No parking is a problem particularly on weekends. Locals avoid downtown on weekends.																		
Promote a vendor a week in Friday email: photo and 2/3 sentences.	Don't know	Sunday	8AM-12PM	Park tables are great for food consumption															
		Saturday	9AM-1PM																
What is a hyper local resident?	Yes			I like the specialty foods like Nut Hut, Haskap juice. The produce vendors are awesome. I love having ad astra bread there. The music, flower vendors, and prepared food options make															
Locals discount? Locals membership card, frequent flyer rewards like the coffee shops?	Sure	Sunday	10AM-2PM	Raul is doing a good job and always available. Third Thursday events were excellent, though \$25-35 hamburgers available there were ridiculous.															
	No. No parking and too many tourists on the weekend.	N/A																	
better promotion and publicity	yes	Saturday	10AM-2PM																
This idea. How about the Pinecone Have a weekly segment, what's in season at Thursday's Carmel market? With vendor highlights and education about the seasonality Of agriculture.	Yes but only because your capture part timers who are here on the weekends. Maybe move Thursday to Friday.	N/A	10AM-2PM	You're doing a great job. Music is also great. We love Thursday market.															
More Organic offerings	Not really. I think it's too hard to park on weekends in CBTS.			Hi. Thank you for your interest in community feedback. I work in a retail store in CBTS and love market day. It seems to bring activity, buzz and pedestrians to the area. I think it is excellent.															
	yeah																		
	I'd appreciate Saturday depending on who is there.	Saturday	10AM-2PM																
More music!	No	Sunday	10AM-2PM	Thanks for asking!															
		Saturday	8AM-12PM	My favs are fig + parsley, bees knees, nut hut and Jose's flowers															
				I would love to see a Saturday market day--given there isn't any markets in the area on Saturday. However, I also recognize Saturdays are busy in town and the loss of parking may															
	I would love to see a Saturday market at least once a month during the summer months.	Saturday	9AM-1PM	Really enjoy the market and for me personally I always love the Ad Astra bread, produce and flowers!															
	Adding another Farmers market should only be looked at if it does not take business from established businesses. Having it operate early in the morning before businesses open would be helpful.	N/A	8AM-12PM																
	No. Can't imagine how financially it will pay off for them	Saturday	9AM-1PM	I suppose if the vendors want more time, then more power to them. I don't see how it can be financially beneficial to them, however. Perhaps tourists will walk through if it's a weekend															
Advertise and promote!	perhaps	Sunday	9AM-1PM																
	Yes	Sunday	1PM-5PM																
	Maybe?	Saturday	10AM-2PM																
	Yes	Saturday	9AM-1PM																
	Yes	Saturday	9AM-1PM	Have concerns with location of farmers market for Saturday. Parking is issue on Thursdays I walk instead of driving butcgfatbljutsxwsgt I can purchase. Can vendors park at police station															
	Yes!	Saturday	9AM-1PM																
		Sunday	8AM-12PM																

To whom it may concern,

Hello, I'm Taylor, the Store Manager at Gorjana located on the corner of Dolores and Ocean in Carmel-by-the-Sea. I'm excited about the possibility of a second Farmer's Market on Saturdays! Thursdays are consistently busy for us, as we welcome guests throughout the morning and early afternoon, many of whom have visited the market. Both the Farmer's Market and Third Thursday have become vital community events, fostering connections between locals and visitors. These gatherings not only brighten people's days but also provide invaluable support to small businesses showcased at the market, while benefiting businesses in town with increased foot traffic. As most visitors are here over the weekends, an additional market day would add another layer of appeal to Carmel-by-the-Sea, drawing more members of the community out on weekends. There is no one better to lead another market on Saturdays than Raul Lopez, whose contributions have been vital in the market's evolution over the years. I eagerly anticipate seeing what else he brings to our community!

Please don't hesitate to reach out to me, my contact info is listed below.

Thank you

Flaherty's Seafood Bar & Grill
P.O. Box 6177
Carmel-by-the-sea, CA 93921

05/02/2024

To Whom It May Concern,

I am writing to express my support for the purposed Saturday farmers market. As a long-time resident and local restaurant owner, I believe this market would be a valuable addition to our community.

A Saturday farmers market would provide an opportunity for local farmers and artisans to connect with residents and visitors, enriching our town's vibrant culture. For my restaurant, it would mean access to fresh, locally sourced produce, which is essential for our menu and aligns with Carmel's value of sustainability and community.

Having a Sunday market would also bring more visitors to the area, benefiting businesses like mine by increasing foot traffic. It would create a lively atmosphere and encourage people to spend more time in town, fostering a sense of community and supporting our local economy.

I strongly support this initiative and hope you will approve it. Thank you for considering my perspective.

Sincerely,

Kenneth S. Spilfogel
Flaherty's Seafood Bar & Grill
Carmel-by-the-Sea, CA

The Nut Hut LLC

Mission St & 7th AVE

Court of the Fountains

Carmel By The Sea, CA 93921

Miguel@thenuthut.com

05/01/2024

To Whom it may concern,

I am writing to voice my support for the establishment of a farmers' market in our community on Saturdays. As a proud resident and business owner within this city, I believe that bringing a farmers' market to our neighborhood would be a fantastic addition to our local economy.

I understand that there may be concerns from other businesses about potential competition. However, I firmly believe that the benefits of a farmers' market far outweigh any perceived drawbacks. Here are a few reasons why:

1. **Community Building:** Farmers markets have a unique way of bringing people together. They create a sense of community and camaraderie that is often lacking in traditional retail environments. By providing a space for residents to connect with local farmers and artisans, a farmers' market can help strengthen the bonds within our community.
2. **Supporting Local:** A farmers' market can support local artisanal businesses and producers. By providing a venue for small-scale farmers and artisans to sell their goods directly to consumers, we can help bolster our local economy and keep dollars circulating within our community.
3. **Promoting Healthy Living:** Farmers markets are not just about buying and selling goods—they also promote healthy living. By offering fresh, locally grown produce and other artisanal products, a farmers market encourages residents to make healthier choices and support sustainable agriculture practices.
4. **Tourism and Economic Growth:** Farmers markets have a proven track record of attracting tourists and visitors to an area. This influx of

foot traffic can provide a significant boost to other local businesses, including restaurants, shops, and art galleries. In addition, a thriving farmers market can attract visitors from neighboring communities.

I understand that there may be challenges and concerns to address, but I believe that with careful planning and community involvement, we can create a farmers' market that benefits everyone involved. I urge the City Council to seriously consider this proposal and explore ways to make it a reality.

Thank you for your time and consideration.

Sincerely,

Miguel Gutierrez

Co-founder

The Nut Hut LLC

To whom it may concern,

We are writing to express support for a new Saturday Farmer's Market produced by Raul Lopez at Good Roots Events. As residents and business owners in Carmel-by-the-Sea we would welcome the Saturday market for our own enjoyment and to bring buzz and people to town another day of the week.

Our kids love attending the Thursday Farmers Market - but most weeks they are in school. Having a Saturday option would allow them to stroll through the market, help mama select our produce and flowers for the week, and of course pick up a sweet treat.

As owners of Stationæry, a restaurant just down the street from the market, we love Thursdays! It brings life and people to the area which benefits our business. We believe that more opportunities to connect with the community, support local farmers and vendors, and be outside is what Carmel-by-the-Sea should be supporting. A rising tide lifts all boats! Carmel-by-the-Sea is a world class destination nestled near an agricultural hub that grows some of the most incredible produce in the country. What an honor to be able to feature that in town for the locals and guests alike!

We urge you to support the new Saturday Carmel-by-the-Sea Farmer's Market!

Our best,

Alissa & Anthony Carnazzo

S T A T I O N Æ R Y

831-250-7183

www.thestationaery.com

To Whom It May Concern,

I am writing to express my strong support for the expansion of the Carmel by the Sea Farmers Market to include an additional day beyond Thursdays. While the Thursday market provides a wonderful opportunity to access fresh local products, it unfortunately coincides with many work schedules, making it difficult for a significant portion of the community to participate.

Many residents, myself included, have busy work schedules that extend into the afternoon or evening on Thursdays. This limitation significantly hinders our ability to enjoy the benefits of the market.

Adding an additional market day, such as a Saturday morning, would greatly increase accessibility for working residents. This would allow more people to experience the market's offerings and contribute to the vibrancy of the local scene.

I believe an additional market day would not only benefit residents but also vendors. By catering to a wider audience, farmers and vendors would have the opportunity to expand their customer base and potentially increase their sales.

I urge you to seriously consider the addition of a second market day. It would be a significant step towards making local products more accessible to a wider range of residents and further strengthen our community's connection to local agriculture and vendors.

Thank you for your time and consideration.

Sincerely,

Nicole Cromwell

Nicole Cromwell Gallery

www.nicolecromwellart.com



Café Carmel,
Ocean Avenue,
Carmel-by-the-Sea,
CA93921

To whom it may concern:

I am the owner of Café Carmel and am writing to you in support of a proposed Saturday Market. Over the five years that I have owned Café Carmel I have seen the Thursday Farmer's Market grow in popularity. It is an attraction for local people and visitors alike. The occasional events which have had an element of the Farmer's Market on a Saturday have created a lovely community atmosphere in Devendorf Park and the Village.

I hope that you will consider the proposals for a Saturday Market favorably.

With thanks and kind regards,

Sarah

(831) 277 9408

sarah@[cafecarmel.com](mailto:sarah@cafecarmel.com)

To Whom It May Concern:

I am writing to express my enthusiastic support for the proposal to establish a Saturday Farmer's Market outside of Vesuvio Restaurant on 6th Avenue. As a proud member of the Carmel community and the owner of Vesuvio, I believe this initiative would greatly benefit our residents and local businesses.

First, I must commend the success of the existing Thursday Farmer's Market, which has become a beloved tradition in our city. It has provided access to fresh, locally sourced produce and fostered a sense of community spirit and support for our local farmers and artisans. Extending this opportunity to a Saturday market would only enhance these positive outcomes and accommodate those who cannot attend on Thursdays due to other commitments.

At Vesuvio, we take great pride in sourcing ingredients from local farmers and producers whenever possible. The Thursday Farmer's Market has been instrumental in facilitating these connections, allowing us to showcase the vibrant flavors of our region on our menu. A Saturday market would further strengthen these relationships and allow us to continue supporting our local economy.

I understand the concerns that some may have regarding potential competition from outside vendors. However, I want to reassure you that the proposed Saturday market would strictly feature local produce and goods, with no hot food vendors from outside Carmel. Therefore, it would not negatively impact businesses within our town but rather complement the existing offerings and attract more visitors to our charming streets.

In conclusion, I urge you to consider approving the establishment of a Saturday Farmer's Market outside of Vesuvio on 6th Avenue. Thank you for your time and attention to this matter.

Sincerely,

Gian Antonio Pepe

CEO, Pepe International I Vesuvio, Carmel Bakery, Little Napoli



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

July 8, 2024
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 2024-050 Adopting the Annual General Plan and Housing Element Progress Reports for 2023

RECOMMENDATION:

Adopt Resolution 2024-050 Adopting the Annual General Plan and Housing Element Progress Reports for 2023.

BACKGROUND/SUMMARY:

EXECUTIVE SUMMARY

In accordance with Government Code Sections 65400 and 65700, all jurisdictions are required to provide the Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD) with General Plan and Housing Element Annual Progress Reports (APRs). Staff has prepared the calendar year 2023 annual reports, which reflect the City's progress in implementing the goals and policies of the General Plan and Housing Element during the 2023 calendar year.

BACKGROUND

All jurisdictions are required to provide the Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD) with an annual report on the implementation of the General Plan and a separate report on the implementation of the Housing Element, per Government Code Sections 65400 and 65700. Both reports are due to OPR and HCD by April 1st.

City staff has submitted annual progress reports to HCD on the Housing Element since 2018. Calendar year 2022 was the first annual report submitted to OPR on the General Plan.

As a result of the 6th cycle housing element update, staff was unable to complete the annual reports by the State's deadline of April 1st. The Planning Commission reviewed and accepted the reports at their June 12, 2024 meeting (**Attachment 4**).

STAFF ANALYSIS

General Plan Annual Progress Report

State law requires each city and county to adopt a comprehensive, long-term general plan for the physical development of the community. The law further requires each plan to include a land use element, circulation element, housing element, conservation element, open space element, noise element, and safety element. Additional elements can be included at the city or county's discretion. In addition to the seven required elements, the Carmel General Plan includes community character, coastal access and recreation, coastal resource management, and public facilities and services.

The General Plan Annual Progress Report is an opportunity to highlight how land-use decisions relate to the adopted goals, policies, and implementation measures of the General Plan. There is no standardized format for the preparation of the annual report. Each jurisdiction is allowed to determine what locally relevant issues are important to include in the annual report.

In the 2023 General Plan Annual Progress Report (**Attachment 2**), staff has identified various projects and accomplishments related to specific goals, policies, and objectives from each general plan element.

Housing Element Annual Progress Report

Since 1969, California has required that all local governments (cities and counties) adequately plan to meet the housing needs of everyone in the community. California's local governments meet this requirement by adopting housing plans (aka housing elements) as part of their "general plan" (also required by the state). General plans serve as the local government's "blueprint" for how the city and/or county will grow and develop and include seven mandatory elements: land use, transportation, conservation, noise, open space, safety, and housing.

Each jurisdiction must prepare an annual progress report (APR) on its status and progress in implementing its housing element using forms and definitions adopted by the California Department of Housing and Community Development (HCD), per Government Code Section 65400. Each jurisdiction's APR must be submitted to HCD and the Governor's Office of Planning and Research (OPR) by April 1 of each year (covering the previous calendar year (CY)).

The Housing Element Annual Progress Report (**Attachment 3**) includes tables for jurisdictions to report permit activity during the prior calendar year.

FISCAL IMPACT:

None.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

Attachment 1) Resolution 2024-050

Attachment 2) Annual General Plan Progress Report 2023

Attachment 3) Annual Housing Element Report 2023

Attachment 4) Planning Commission Resolution 2024-052

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

RESOLUTION NO. 2024-050

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
ACCEPTING THE GENERAL PLAN AND HOUSING ELEMENT ANNUAL PROGRESS
REPORTS FOR THE CALENDAR YEAR 2023**

WHEREAS, the City of Carmel-by-the-Sea adopted the City of Carmel-by-the-Sea General Plan in 1988 and adopted a revised General Plan in 2004; and

WHEREAS, the City of Carmel-by-the-Sea adopted the City of Carmel-by-the-Sea 2015-2023 Housing Element in 2015; and

WHEREAS, Section 65400 of the California Government Code requires the City to file an annual report addressing the status of the General Plan and progress made toward implementing its goals and policies; and

WHEREAS, Sections 65400, 65583, and 65584 of the California Government Code require the City to report certain housing information; and

WHEREAS, a General Plan Annual Progress Report and Housing Element Annual Progress Report for the Year 2023 were prepared for submission to the State of California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR); and

WHEREAS, both annual progress reports accurately reflect the City's progress in implementing the goals and policies of the General Plan and Housing Element during the 2023 calendar year; and

WHEREAS, on June 12, 2024, the Planning Commission held a duly noticed public meeting and adopted Resolution 2024-052-PC recommending the City Council accept the General Plan Annual Progress Report and Housing Element Annual Progress Report for 2023 and authorize its submittal to the State HCD and OPR; and

WHEREAS, on July 8, 2024, the City Council held a duly noticed public meeting to review the General Plan Annual Progress Report and Housing Element Annual Progress Report for 2023; and

WHEREAS, the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA"), together with State Guidelines (14 California Code Regulation 15000, et seq., the "CEQA Guidelines") and City Environmental Regulations (CMC 17.60) require that certain projects be reviewed for environmental impacts and that environmental documents be prepared; and

WHEREAS, pursuant to CEQA regulations, the acceptance of the General Plan and Housing Element Annual Progress Reports is "not a project" pursuant to section 15378 of the CEQA Guidelines; and

WHEREAS, the facts set forth in the recitals are true and correct and are incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY accept the City of Carmel-by-the-Sea 2023 General Plan Annual Progress Report and Housing Element Annual Progress Report in a manner fully in conformity with the Coastal Act (CA Section 30510).

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 8th day of July 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk



CITY OF CARMEL-BY-THE-SEA
COMMUNITY PLANNING & BUILDING DEPARTMENT
2023 GENERAL PLAN ANNUAL PROGRESS REPORT

TABLE OF CONTENTS

1. Introduction
 - A. Purpose and Summary
 - B. General Plan Background
2. General Plan Implementation Efforts

1. INTRODUCTION

A. Purpose and Summary

Government Code Section 65400 requires cities and counties to submit an Annual Progress Report (APR) on the status of the General Plan and implementation progress to their legislative bodies, the State Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD). The 2023 reporting period did not include amendments to the Carmel-by-the-Sea General Plan. Four urgency ordinances were passed in the reporting period, which rescinded various Covid-19 pandemic health and safety measures (UO 2023-001); adopted rules of conduct for public meetings (UO 2023-002); banned wood burning fires on Carmel Beach (UO 2023-004); and paused the intake of new Mills Act applications (UO 2023-008). The California Coastal Commission approved two updates to the City's Local Coastal Program, one which strengthened timeshare provisions and one which extended the Carmel Historic Context Statement to cover an additional twenty-year period (1966-1986). These actions, along with additional efforts to implement the City's General Plan during the 2023 reporting period, are detailed in Section 2. General Plan Implementation Efforts.

This General Plan Annual Progress report will be presented to the Carmel-by-the-Sea Planning Commission for review on June 12, 2024. The City Council will be asked to review and adopt the annual report on July 9, 2024.

B. General Plan Background

In 1929, the Carmel City Council adopted Ordinance No. 96 to direct the future development of Carmel. This ordinance, now outlined in Title 17 of the Municipal Code, established the residential character of Carmel and specifically outlined the City's intent that Carmel should subordinate other activities in order to preserve the community's unique residential character. The 1929 ordinance stated the following:

“The City of Carmel-by-the-Sea is hereby determined to be primarily, essentially and predominantly a residential city wherein business and commerce have in the past, are now, and are proposed to be in the future, subordinated to its residential

character; and that said determination is made having in mind the history and the development of said city, its growth and the causes thereof; and also its geographical and topographical aspects, together with its near proximity to the cities of Pacific Grove and Monterey, and the businesses, industries, trades, callings and professions in existence and permissible therein.”

The city council adopted Carmel’s General Plan in the spring of 1988. The 1988 General Plan superseded the City’s first plan from 1957, which was subsequently amended and updated over the decades (see GP/LUP page I-4 for a summary).

The General Plan is a comprehensive statement of the planning goals and policies for the City of Carmel-by-the-Sea and its surrounding Sphere of Influence that is periodically reviewed and updated. California Government Code (Section 65302) requires the General Plan to include seven specific elements (information topics): Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety. Elements may be combined, and additional elements may be added at a jurisdiction’s discretion. Though the titles of the seven required elements may be modified, all elements shall contain the content and analysis required by the State.

Because the entire City falls within the California Coastal Commission’s Coastal Zone, all of Carmel’s policies, practices, ordinances, and plans must conform with the requirements of the 1976 Coastal Act. Carmel’s Local Coastal Land Use Program (certified in December 2002) set forth goals, objectives, and policies governing the use of land and water in Carmel-by-the-Sea consistent with Chapter 3 of the California Coastal Act of 1976 (as amended through January 2003). Carmel’s Local Coastal Program was combined with Carmel’s General Plan in 2003 to ensure coordination of the two policy documents. The combined Local Coastal Program/General Plan includes:

Land Use and Community Character. This Chapter covers topics required in the State-mandated Land Use Element and also includes policies for topics in sections 30244 and 30250 through 30254 of the Coastal Act.

Circulation. This Chapter, also referred to as the Circulation Element, is required by the State. Several of the policies in this element also implement provisions of the Coastal Act.

Coastal Access and Recreation. This Chapter includes policies for topics covered in sections 30210 through 30224 of the Coastal Act.

Coastal Resource Management. This Chapter includes policies for topics in sections 30230 through 30243 and 30251 of the Coastal Act.

Each of these Chapters begins with a discussion of the local setting and policy direction adopted by the City to address the requirements of the Coastal Act. Specific Goals, Objectives and Policies are then listed. Much of the background information and policy contained in the Coastal Land Use

Program is incorporated directly from existing plans and reports that address special topics. The following documents are appendices to the General Plan/Coastal Land Use Program:

- Forest Management Plan
- Mission Trail Nature Preserve Master Plan
- Final Results of the Environmentally Sensitive Habitat Area Study Conducted for the City of Carmel-by-the-Sea (ESHA Study)
- Historic Context Statement, Carmel-by-the-Sea

The Carmel-by-the-Sea General Plan additionally contains the following Elements which are *not* associated with the Coastal Program:

Housing. This required element sets the city's policy and programs for housing construction and rehabilitation.

Public Facilities and Services. This is an optional element, not required by California Statutes. This element addresses the management and use of City-owned properties and facilities.

Open Space and Conservation. Open Space and Conservation elements are required elements often addressed separately, but Carmel has combined them into a single element.

Environmental Safety. This is a required element that covers topics related to earthquakes, fires, floods and other hazardous conditions.

Noise. This is a required element that addresses sources of noise in the community and establishes policies to protect noise-sensitive land uses.

The various elements have been updated and reorganized over the years and are currently ordered as follows: 1) Land Use and Community Character (2003), 2) Circulation (2010); 3) Housing (2015); 4) Coastal Access and Recreation (2003); 5) Coastal Resource Management (2003); 6) Public Facilities and Services (2009); 7) Open Space and Conservation (2009); 8) Environmental Safety (2009); and 9) Noise (2009). The City has submitted a Housing Element Update to the State Housing and Community Development Department for review, and a Safety Element Update is underway. The updated Housing and Safety Elements are on track to be adopted in 2024.

Throughout the General Plan, goals, objectives, and policies are differentiated by an alphanumeric system and are identified by the letters "G," "O," and "P," respectively. The second character identifies the General Plan element in which the goal, objective, or policy is found. For example, "P4-1" refers to a Policy within Element #4 (Coastal Access & Recreation) and specifically references policy number 1.

2. GENERAL PLAN IMPLEMENTATION EFFORTS

Please note the summary below is not intended to be exhaustive or all-inclusive; rather, it is simply a snapshot of major developments, accomplishments, projects, and practices during the 2023 calendar year. In many cases, an item may fulfill multiple goals/policies within an element or even across multiple elements. However, in the interest of reducing redundancy, only the most relevant implemented goals/objectives/policies have been listed.

Element	2023 Projects and Accomplishments	Implemented Goals/Objectives/Policies
1) Land Use and Community Character	'Design Traditions 1.5' project to update the City's Design Guidelines and Zoning Code underway.	G1-1: Continue to preserve and maintain the predominance of the residential character in Carmel through appropriate zoning and land development regulations in all districts. O1-10: Apply design regulations for the commercial district that will protect its established character while supporting the land uses contained therein.
	Carmel Inventory of Historic Resources maintained and updated.	O1-14: Maintain an inventory of historic resources.
	CA Coastal Commission approved Historic Context Statement Phase I: LCP-3-CML-23-0021-1-Part A (Historical Context Statement Update). Historic Context Statement Update Phase II Certified Local Government \$40k grant award received and consultant RFP released.	P1-85: Maintain an Historic Context Statement.
	City entered into 2 Mills Act contracts: L'Auberge (MA 21-238) and the Bird House (MA 23-117).	G1-5: Protect and enhance historic resources. Ensure that City ordinances, development review processes and administrative policies support, facilitate and coordinate with preservation activities. Provide incentives for property owners to preserve and rehabilitate historic resources.
2) Circulation	Resolution 2023-033 approving a list of street projects for Fiscal Year 2023/24 partially funded by SB1: The Road Repair and Accountability Act of 2017.	G2-1: Provide and maintain a transportation system and facilities that promote the orderly and safe transportation of people and goods while preserving the residential

Element	2023 Projects and Accomplishments	Implemented Goals/Objectives/Policies
	Resolution 2023-004, awarding a Professional Services Agreement to BKF Engineers for the Concrete Streets Repair Project for a not-to-exceed fee of \$214,667 / Resolution 2023-083, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with BKF Engineers for the Concrete Streets Repair Project, for a not-to-exceed fee of \$49,092.	character and village atmosphere of Carmel.
	Council received a presentation and provided direction to staff regarding the proposed paving, bike route, and median island projects along San Carlos Street, between Eighth and Thirteenth Avenues.	O2-2: Ensure safety improvements are undertaken in response to the changing travel environment. P2-6: Maintain and encourage informal landscaped median strips and natural landscaped areas within public rights-of-way. (LUP)
	Parking and Congested Traffic (PACT) program launched, along with public engagement efforts to gauge interest in paid parking.	P2-25: Evaluate a paid parking program for the downtown.
3) Housing Element	Resolution 2023-024 Authorizing a Professional Services Agreement with EMC Planning Group Inc. to update the General Plan Housing and Safety Elements. Resolution 2023-074 authorizing 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 CEQA.	N/A (See Housing Element Annual Progress Report)

Element	2023 Projects and Accomplishments	Implemented Goals/Objectives/Policies
	Submitted Draft 2023-2031 Housing Element to the California Housing and Community Development Department on 8/3/23 and revised draft on 10/17/23.	
4) Coastal Access and Recreation	Continued Short Term Rental (STR) enforcement in 2023. STRs are identified through Host Compliance (a 3rd party compliance monitor) and resident complaints. In addition to NOV's/citations, the City sends educational "reminders" to local vacation rental companies and real estate agents. In 2023, 36 cases were logged in the City's tracking system.	P4-63 Retain measures to restrict commercial short-term rental of single-family residences in the R-I district. (LUP)
	Adoption of Ordinance No. 2022-007 - Amending Carmel Municipal Code (CMC) Sections 17.14.040, 17.28.010, and 17.70.020, to prohibit timeshare and fractional interest uses, as well as advertising and sale thereof, in a manner fully in conformity with the California Coastal Act (CA Section 30510). CA Coastal Commission approved LCP-3-CML-23-0022- 1-Part B (Timeshare Provisions).	P4-64 Continue to prohibit the sale of interests in and rights to use real property in the City on a timesharing basis. (LUP)
5) Coastal Resource Management	Based on the report, "Tracing Fecal Contaminants and Copper From Watershed Sources to the Ocean (October 11, 2022)" and Council guidance, the Planning Division and Planning Commission ceased approval of copper as an	O5-43 Protect and enhance the water quality and biological productivity of local creeks, wetlands, and Carmel Bay through the prevention of point- and non-point-source water pollution. (LUP)

Element	2023 Projects and Accomplishments	Implemented Goals/Objectives/Policies
	architectural metal for water-conveying elements.	G5-3: Protect, conserve and enhance the unique natural beauty and irreplaceable natural resources of Carmel and its Sphere of Influence, including its biological resources, water resources, and scenic routes and corridors.
	Ongoing progress following Resolution 2022-094, agreement with EMC Planning Group Inc., for the Coastal Engineering and Adaptation Planning Project. Resolution 2023-081, authorizing the City Administrator to apply for and accept funds from the California Coastal Commission Local Coastal Program Local Assistance Grant Program for the Coastal Engineering and Adaptation Planning Project.	G5-2: Establish and implement a comprehensive shoreline management program for the beach, bluffs and dunes that mitigates degradation caused by public use and natural forces.
	Resolution 2023-107 approving Policy C2023-01 establishing Guidelines for Carmel Beach Cleanup Operations. Urgency Ordinance 2023-004 Regarding Wood Burning Beach Fires on Carmel Beach, Amending Municipal Code Section 17.20.200.E.	O5-6: Keep the beach free of refuse.
	City Council Discretionary Funds Grant Program.	P5-39: Encourage volunteer programs for beach and bluff clean-up activities. (LUP)
	Enforcement of existing tree planting standards and required tree protection during development projects; ongoing City tree planting efforts per the Urban Forest Master Plan Project.	O5-11: Maintain, restore and enhance the upper and lower tree canopy of Carmel's urbanized forest. (LUP) O5-13: Perform all tree work and landscaping within the City in

Element	2023 Projects and Accomplishments	Implemented Goals/Objectives/Policies
	Resolution 2023-070, authorizing Amendment No. 1 to the Professional Services Agreement with Davey Resource Group for additional services to complete the Urban Forest Master Plan. Resolution 2023-015 authorizing purchase orders with John Ley's Tree Service and Tope's Tree service; Resolution 2023-060 authorizing on-call arborist services with Ono Consulting, LLC; and Resolutions 2023-028/2023-058/2023-059, authorizing On-Call Tree Maintenance Service Contracts with Community Tree Service, Tope's Tree Service, and West Coast Arborists.	accordance with City codes and policies and uniform planting practices that reflect the best current knowledge of tree and plant care.
	City continues to require tree removal and pruning permits.	O5-12: Implement policies, standards and procedures to regulate removal, pruning, and replacement of trees on private property.
	City continues to regulate the Right-of-Way per the Municipal Code and the Right-of-Way Vision Statement. Discretionary grant award to Carmel Cares for Vista Lobos landscaping.	O5-16 Remove or reduce unnecessary or excessive hardscape and other nonconforming encroachments on City parklands and within street rights-of-way to provide for and promote planting of trees and native vegetation. (LUP)
	City continues to require drainage plans for additions and new builds.	O5-22: Maximize retention of surface water on each site through site design and use of best management practices. (LUP)

Element	2023 Projects and Accomplishments	Implemented Goals/Objectives/Policies
	Resolution 2023–103, selecting an Overhead to Underground Utility Conversion Project and establishing the Carmel Underground Utility District utilizing Rule 20A Allocations. Undergrounding of utilities required when a project valuation reaches \$200,000 over a cumulative five-year period (exemptions considered if needed to protect significant trees). City Council received a Presentation by Wave Astound Broadband on 10/3/23 to introduce a new Fiber Optic Project and authorize issuance of an Encroachment Permit with Special Conditions of Approval; Council inquired about undergrounding and micro trench options and deferred a decision on the item, directing staff to return at a future date with more information on undergrounding costs.	P5-183: Promote the placement of utilities underground where feasible and with minimum detriment to the root system of trees. (LUP)
6) Public Facilities and Services	Approve Fiscal Year 2021/22 and Fiscal Year 2022/23 carry-over projects, approve proposed Fiscal Year 2023/24 Capital Improvement Plan Projects.	P6-14: Maintain the City’s five-year Capital Improvement Program and conduct a yearly review by the Planning Commission of the Capital Improvement Program consistent with this Element.
	Ad Hoc Committee made recommendations on the Police/Public Works Building; authorized staff to move forward with RFP for architectural firms	O6-2: Support adequate levels of public services and facilities to serve the needs of the community, including police and fire protection, refuse and

Element	2023 Projects and Accomplishments	Implemented Goals/Objectives/Policies
	with a strong practice in Police Department design and rehabilitation. Resolution 2023-063, authorizing a Professional Service Agreement with Hammond+Playle Architects, LLP (Indigo), for preparation of a functional program report, conceptual drawings, and cost estimates for the Police Building Project. Resolution 2023-003 to extend purchase contract with AXON for Police Body Cameras and related equipment and services. Resolution 2023-031 authorizing a 24-month service agreement with Flock Group Inc. for the lease of twenty-four (24) Falcon automated license plate reader (ALPR) cameras and six (6) Wing (ALPR) software overlays onto existing city cameras. Resolution 2023-034, authorizing a Construction Contract with Rehak General Engineering for the City Hall Wall Repair Project. Resolution 2023-002, authorizing a Professional Services Agreement with Jayson Architecture for the Library Master Plan Project. Council received a presentation on the exploration of street addresses and provided staff with direction.	sanitary disposal services, building safety and public utility services.

Element	2023 Projects and Accomplishments	Implemented Goals/Objectives/Policies
	Resolution 2023-100, funding the San Carlos Bicycle Route, Eighth to Thirteenth Avenues, and Sidewalk Improvements Project.	P6-18: Pursue roadside improvements funds and other available sources to develop bicycle paths and pedestrian trails.
	Resolution 2023-072, authorizing Professional Services Agreement with Neill Engineers Corp. for civil engineering services associated with city-wide Drainage Improvement Projects. First Reading of Ordinance No. 2023-007 Amending the Carmel Municipal Code Title 17 (Zoning) by Repealing and Replacing Chapter 17.42 Stormwater Quality and Utility and Chapter 17.43 Water Quality Protection.	P6-19: Maintain the City's roadways, storm drains, and other public infrastructure to ensure they are safe and functioning adequately.
	Resolution 2023-041 Establishing the Electronic Form of Payment (Online). Ongoing public education of newly digitized Planning/Building records.	P6-20: Continue to evaluate ways to streamline the development review process.
7) Open Space and Conservation	Resolution 2023-014, authorizing Amendment No. 1 to the Professional Services Agreement with Ten Over Studio for architectural services for five facility renovation projects. Resolution 2023-082, rejecting all bids received for four Facility Renovation Projects, and directing staff to evaluate alternative contracting methods before re-advertising for bids.	07-1: Use, maintain and enhance publicly owned land for the benefit of Carmel residents.

Element	2023 Projects and Accomplishments	Implemented Goals/Objectives/Policies
	Resolution 2023-073, authorizing 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	
	Resolution 2023-077, authorizing a Construction Contract with Bowen Engineering and Environmental for the Water Well Decommissioning, and Tank and Pump House Removal Project in the Mission Trails Nature Preserve.	G7-1: To protect, conserve, and enhance the unique natural beauty and irreplaceable natural resources of Carmel and its Sphere of Influence. P7-8: Maintain the City's beach, park and open space in a manner that encourages use and enjoyment by residents and visitors while protecting the aesthetic and environmental quality of these areas.
8) Environmental Safety	Education and outreach about alerts (Monterey County, PG&E, Nixle, City of Carmel). The Planning Commission and Planning Division approved specific metal roof products and manufactured faux wood shingle products (as opposed to wood shake) and manufactured siding products due to flammability concerns.	G8-1: Ensure there is adequate preparedness to respond to a disaster. G8-2: Provide protection from natural hazards. G8-3: Reduce potential impacts from natural hazards. G8-4: Control land uses siting to avoid exposure to excessive risk. O8-4: Prevent or reduce the potential for life loss, injury, and property damage from fire hazards.
	Weekly vlog and email updates used to disseminate emergency alerts and recommendations, such as City-provided sand bags	O8-3: Provide public education about what to do in case of emergencies and means available to avoid or minimize their effects.

Element	2023 Projects and Accomplishments	Implemented Goals/Objectives/Policies
	and emergency shelter at the Youth Center/Park Branch Library. Resolutions 2023-011, 027, 032, and 043, declaring the continued existence of a local emergency due to the 2022-23 Atmospheric River Winter Storm Event. Resolution 2023-026 Rescinding Resolution 2020-021 and Terminating the Proclamation of a Local Emergency within the City due to COVID-19.	G8-2: Provide protection from natural hazards.
	Site coverage limited to 22% of allowed base floor area; extra 4% bonus granted if at least 50% of the site coverage is pervious.	P8-29: Limit the amount of impervious surface in flood-prone areas.
9) Noise	2 electric bicycles purchased for use by the Community Planning and Building Department.	P9-1: Noise emission levels shall be considered along with performance and cost, when purchasing City owned vehicles and construction equipment.
	Noise emission checks for all new generators, heating/AC, hot tubs, or similar systems upon permit approval and upon request.	P9-6: Develop a noise enforcement program to minimize disturbance of the community tranquility.
	Gas-powered leaf blowers prohibited.	P9-15: Continue to prohibit the use of gas-powered leaf blowers in the City.
	Truck route maintained.	P9-16: Continue to maintain a truck route to limit noise impacts in the City.
	Live Music Ordinance enforced.	P9-18: Continue to enforce the City's Live Music Ordinance limiting the sound and location of live music in the commercial districts.

Please Start Here

General Information	
Jurisdiction Name	Carmel-by-the-Sea
Reporting Calendar Year	2023
Contact Information	
First Name	Marnie
Last Name	Waffle
Title	Principal Planner
Email	mwaffle@cbts.us
Phone	8316202057
Mailing Address	
Street Address	PO Box CC
City	Carmel-by-the-Sea
Zipcode	93921

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

v_2_15_24

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://apr.hcd.ca.gov/APR/login.do>

Toggles formatting that turns cells green/yellow/red based on data validation rules.

Submittal Instructions

Please save your file as Jurisdictionname2023 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2023

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. Online Annual Progress Reporting System - Please see the link to the online system to the left. This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. Email - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

Jurisdiction	Carmel-by-the-Sea	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Housing Element Planning Period	5th Cycle	12/31/2015 - 12/31/2023

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	11
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		3
Total Units		14

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	0	1	1
2 to 4 units per structure	3	3	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	16	8	6
Mobile/Manufactured Home	0	0	0
Total	19	12	7

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	12	12
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	14
Number of Proposed Units in All Applications Received:	16
Total Housing Units Approved:	16
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions - Applications	
Number of SB 35 Streamlining Applications	0
Number of SB 35 Streamlining Applications Approved	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 35 (2017)	0	0

Ministerial and Discretionary Applications	# of Applications	Units
Ministerial	8	8
Discretionary	6	8

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	29
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Carmel-by-the-Sea	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

[illegible]

Attachment 3

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Planning Period

5th Cycle

1/1/2023 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "-" indicates an optional field

Cells in grey contain auto-calculation formulas

Prior APN*

Current APN

Street Address

Project Name*

Local Jurisdiction Tracking ID

Unit Category (SFA/SFD to 4.5-A/JMH)

Tenure Reflector Owner

Very Low Income Restricted

Very Low Income Non-Restricted

Low Income Restricted

Low Income Non-Restricted

Moderate Income Restricted

Moderate Income Non-Restricted

Above Moderate Income

Entitled Date Assessed

of Units Issued

Very Low Income Restricted

Very Low Income Non-Restricted

Low Income Restricted

Low Income Non-Restricted

Moderate Income Restricted

Moderate Income Non-Restricted

Above Moderate Income

Building Permits Issued

of Units Issued

Very Low Income Restricted

Very Low Income Non-Restricted

Low Income Restricted

Low Income Non-Restricted

Moderate Income Restricted

Moderate Income Non-Restricted

Above Moderate Income

Certificate of Occupancy Issued

of Units Issued

Very Low Income Restricted

Very Low Income Non-Restricted

Low Income Restricted

Low Income Non-Restricted

Moderate Income Restricted

Moderate Income Non-Restricted

Above Moderate Income

How many of the units were Exempted from the Low Income?

Please select the streamlining provisions that the project was APPROVED pursuant to. (may select multiple)

Initial Units Y/N*

Assistance Programs for Each Development (may select multiple see instructions)

Deed Restriction Type (may select multiple see instructions)

For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)

Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*

Number of Units Destroyed/Destroyed

Demolished or Destroyed Units

Demolished/Destroyed Units

Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)

Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Modifications)

List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)

Did the project receive a reduction or waiver of parking standards? (Y/N)

Notes*

Summary Rows: 3000

Start Date Entry

20011 Ridgeview Road

Saunders

BP 21-022

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Jurisdiction	Carmel-by-the-Sea	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1		2									3	4
Income Level		RHNA Allocation by Income Level		2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	7	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	11	11	-
Low	Deed Restricted	5	-	-	-	-	-	-	-	-	-	-	-	5
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	-
Moderate	Deed Restricted	6	-	-	-	-	-	-	-	-	-	-	-	6
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	-
Above Moderate		13	-	-	-	-	7	-	-	14	5	3	29	-
Total RHNA		31												
Total Units			-	-	-	-	7	-	-	14	5	14	40	11
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5											6	7
		Extremely low-income Need		2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date	Total Units Remaining
Extremely Low-Income Units*		4	-	-	-	-	-	-	-	-	-	-	-	4

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th

cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact

HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted

VLI Non Deed Restricted

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction		Carmel-by-the-Sea	
Reporting Year		2023	(Jan. 1 - Dec. 31)
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Program 3-1.1.a: Housing Rehabilitation Information	Provide information on rehabilitation programs, inspection services and home repair financing on a continuous basis in City Hall and other public offices.	Throughout planning period	The City provides information on rehabilitation programs, inspection services and home repair financing at City Hall and our the website.
Program 3-1.1.b: Residential Inspection Services	Provide residential inspection services to residents to facilitate preservation of 5 units.	Throughout planning period	The City continues to provide residential inspection services to residents.
Program 3-1.1.c: Housing Maintenance Information	Provide housing maintenance information to facilitate preservation of 5 units.	Throughout planning period	The City provides housing maintenance information to facilitate the preservation of the existing housing stock.
Program 3-2.1.a: Incentives for Mixed-Use Development	Encourage affordable housing in mixed-use development.	Throughout planning period	The City continues to encourage affordable housing in mixed-use development.
Program 3-2.1.b: Preserve and Increase Second Floor Residential Uses	Preserve and increase second floor residential uses (5 units)	Ongoing, project based	The City continues to preserve existing second floor residential uses and encourages the conversion of second floor commercial space to residential use.
Program 3-2.1.c: Incentives for Mixed Use Affordable Housing	Increase affordable housing opportunities	Review options and if additional incentives are necessary, initiate a Zoning Code amendment in 2016-17	The City continues to look for ways to increase affordable housing opportunities.

Program 3-2.1.d: Multi-Family Residential Development Review	Continue to monitor the review process for multi-family residential development projects to ensure that the CUP requirement is not acting as an unreasonable constraint to development.	Throughout planning period. If the multi-family development review process is found to be acting as an unreasonable constraint, initiate an amendment to the Zoning Code and LCP.	The City continues to monitor the review process for multi-family residential development.
Program 3-3.1.a: Adequate Sites	Encourage and facilitate construction of new dwelling units to meet the City's remaining RHNA need	Ongoing through 2023	The City continues to encourage and facilitate the construction of new dwelling units to meet the City's RHNA requirements.
Program 3-3.1.b: Surplus Sites	Identify surplus sites that may be suitable for residential development	Ongoing	The City continues to evaluate the feasibility of constructing new housing on surplus land.
Program 3-3.1.c: Development on Small Sites	Encourage and facilitate development on small sites	Continue to offer lot merger incentives on an on-going basis; review lot consolidation incentives in 2016 and if changes are determined to be necessary, initiate a Zoning Code amendment.	The City continues to promote incentives associated with lot mergers including additional floor area for accessory dwelling units.
Program 3-3.2: Address Infrastructure Constraints	Address regional and local infrastructure constraints to housing development	Ongoing	The City continues to work with regional agencies such as the Monterey Peninsula Water Management District and the Carmel Area Wastewater District to ensure that adequate infrastructure is in place to accommodate new housing and maintenance of existing residential units.
Program 3-4.1.a: Permanent Housing	Continue to implement City ordinances on the prohibition of short-term, transient rentals and timeshares of residential dwellings in the R-1 district	Ongoing	The City continues to enforce the prohibition of short term rentals in the residential zones and utilizes Host Compliance as part of the ongoing enforcement.
Program 3-4.1.b: Conversion of R-1 Motels	Continue to allow conversion of R-1 motel units to permanent residences	Ongoing, project based	The City continues to promote the conversion of R-1 motels to permanent residences.

Program 3-4.2.a: Neighborhood Compatibility	New construction compatible with existing neighborhood	Ongoing, project based	The City continues to review new construction for compatibility with the existing neighborhood.
Program 3-4.2.b: Support Neighborhood Organizations	Support and partner with neighborhood organizations	Ongoing	The City continues to support and partner with neighborhood organizations such as the Carmel Residents Association.
Program 3-4.3.a: Neighborhood Preservation Educational Programs	Community education and preservation of historic resources	Ongoing	The City continues to implement the Historic Preservation Ordinance and the review of properties for historical significance upon submittal of a planning application.
Program 3-5.1: Reasonable Accommodation Procedures	Continue to implement the City's reasonable accommodation procedures	Throughout the planning period	The City continues to promote the reasonable accommodation process to residents on a project specific basis.
Program 3-5.3.a: Condominium Conversions	Continue policies on the restriction of apartment to condominium conversions	Ongoing, project based	The City continues to implement the Condominium Conversion Ordinance to preserve and protect existing apartments.
Program 3-5.3.b: Section 8 Rental Assistance	Facilitate use of Section 8 rental assistance for lower-income families	Provide information on an ongoing basis	The City continues to provide information regarding Section 8 rental assistance as appropriate.
Program 3-5.3.c: Subordinate Units	Development of 5 subordinate units	Review subordinate unit regulations during 2016-17 and if changes are determined to be necessary, initiate a Zoning Code amendment	The City reviewed the subordinate unit regulations in 2016-17. In 2018, the Coastal Commission approved an amendment to the Local Coastal Plan for amendments that facilitate new subordinate units. During calendar year 2021, the City received 18 new applications for Accessory Dwelling Units (ADUs) and issued building permits for 10 ADUs. Additionally, the City issued Certificates of Occupancy for 3 ADUs.
Program 3-5.3.d: Monitor Affordable Housing Stock	Monitor and facilitate preservation of 59 affordable housing units	Continue to monitor affordable housing throughout the planning period	The City continues to monitor the existing affordable housing stock.
Program 3-5.4.a: Density Bonus	Revised density bonus to comply with State requirements	Concurrent with Housing Element adoption	The City adopted a new density bonus ordinance in conformance with State requirements in 2017.

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Jurisdiction	Carmel-by-the-Sea	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺ . For detailed reporting requirements, see the ckcklist here: https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

CITY OF CARMEL-BY-THE-SEA PLANNING COMMISSION

RESOLUTION NO. 2024-052-PC

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARMEL-BY-THE-SEA
RECOMMENDING CITY COUNCIL ACCEPTANCE OF THE GENERAL PLAN AND HOUSING
ELEMENT ANNUAL PROGRESS REPORTS FOR THE CALENDAR YEAR 2023**

WHEREAS, the City of Carmel-by-the-Sea adopted the City of Carmel-by-the-Sea General Plan in 1988 and adopted a revised General Plan in 2004; and

WHEREAS, the City of Carmel-by-the-Sea adopted the City of Carmel-by-the-Sea 2015-2023 Housing Element in 2015; and

WHEREAS, Section 65400 of the California Government Code requires the City to file an annual report addressing the status of the General Plan and progress made toward implementing its goals and policies; and

WHEREAS, Sections 65400, 65583, and 65584 of the California Government Code require the City to report certain housing information; and

WHEREAS, a General Plan Annual Progress Report and Housing Element Annual Progress Report for the Year 2023 were prepared for submission to the State of California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR); and

WHEREAS, both annual progress reports accurately reflect the City's progress in implementing the goals and policies of the General Plan and Housing Element during the 2023 calendar year; and

WHEREAS, on or before June 7, 2024, a meeting agenda was posted in three locations in compliance with State law indicating the date and time of the public hearing to review the progress reports; and

WHEREAS, on June 12, 2024, the Planning Commission held a duly noticed public hearing to receive public testimony, including, without limitation, the information provided to the Planning Commission by City staff and through public testimony, and considered recommending that the City Council accept the General Plan Annual Progress Report and Housing Element Annual Progress Report for 2023 and authorize its submittal to the State HCD and OPR; and

WHEREAS, the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA"), together with State Guidelines (14 California Code Regulations §§

15000, et seq., the “CEQA Guidelines”) and City Environmental Regulations (CMC 17.60) require that certain projects be reviewed for environmental impacts and that environmental documents be prepared; and

WHEREAS, pursuant to CEQA regulations, the recommendation that the City Council accept the General Plan and Housing Element Annual Progress Reports is “not a project” pursuant to section 15378 of the CEQA Guidelines; and

WHEREAS, the facts set forth in the recitals are true and correct and are incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY recommend that the City Council accept the City of Carmel-by-the-Sea 2023 General Plan Annual Progress Report and Housing Element Annual Progress Report in a manner fully in conformity with the Coastal Act (CA Section 30510).

PASSED, APPROVED, AND ADOPTED BY THE PLANNING COMMISSION OF THE CITY OF CARMEL-BY-THE-SEA this 12th day of June 2024, by the following vote:

AYES: ALLEN, DELVES, KARAPETKOV, LOCKE, LEPAGE

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Michael LePage
Chair

Leah Young
Planning Commission Secretary



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

July 8, 2024
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

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

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolutions 2024-051 and 2024-052, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement (PSA) with 4Leaf, Inc., and Amendment No. 2 to the PSA with Ausonio, Inc., both for Project Management Services, for a fee increase of \$150,000 and a not-to-exceed fee of \$125,000 for Fiscal Year 2024/25, respectively.

RECOMMENDATION:

Adopt Resolutions 2024-051 (**Attachment 1**) and 2024-052 (**Attachment 2**), authorizing the City Administrator to execute Amendment No. 1 to the PSA with 4Leaf, Inc., and Amendment No. 2 to the PSA with Ausonio, Inc., both for Project Management Services, for a fee increase of \$150,000 and a not-to-exceed fee of \$125,000 for Fiscal Year 2024/25, respectively.

BACKGROUND/SUMMARY:

In April 2022, requests for Statements of Qualifications (SOQs) were advertised, from San Jose to Sacramento to San Luis Obispo, seeking qualifications from consultants covering 14 professional service areas, including Project Management services. In May 2022, based on the SOQs submitted by seven project management consultants, 4Leaf, Inc. and Ausonio, Inc. were selected by an evaluation committee as best qualified to implement certain Capital Improvement Projects (CIP) and facility renovation-oriented projects.

In September 2022, Council adopted Resolution 2022-075 awarding a two-year Professional Services Agreement (PSA) to 4Leaf, Inc., for a fee of \$197,780, to support four CIP projects as described below.

In August 2022, Council adopted Resolution 2022-065 awarding a three-year PSA to Ausonio, Inc., for management of nine facility renovation projects, for a fee of \$125,000 for FY 2022/23 services. In July 2023, Council adopted Resolution 2023-073 approving a fee of \$125,000 to Ausonio for seven ongoing and additional facility renovation projects assigned for FY 2023/24.

Project Assignments – 4Leaf

Since the execution of their PSA in September 2022, 4Leaf supported four CIP projects as follows:

1. FY 2021/22 Paving Project: 4Leaf checked technical specifications and prepared contract and bidding documents. The project has since been constructed and is substantially complete.
2. Electrical Panel Upgrades for City Hall, Fire Station, Sunset Center, and Vista Lobos: Supported planning efforts and provided input into the selection of the electrical engineering consultant. The electrical panel assessments have since been completed. That project set the foundation for two active CIP projects - the Sunset Center North Lot Electrical Panel Replacement and Vista Lobos Parking Lot 3 EV Charging Stations and Building Electrical Panel Replacement Projects.
3. Resilience Infrastructure Pilot Project: Supported initial planning efforts in concert with the Police Building Project. Since it became apparent that this project is integral with the Police Building, the remaining funding was rolled into the Police Building Project, and this separate project was cancelled as of FY 2024/25.
4. Police Building Renovation: This major initiative will be the only project to be covered in the proposed Amendment No. 1 with 4Leaf. To date, 4Leaf's Project Manager was instrumental in assessing modern police standards and long-term needs as compared to prior, partial renovation projects, preparing a Request for Proposals, leading the consultant selection process and agreement negotiations with the selected architect with expertise in public safety facilities, managing the architectural team during their development of the condition assessment report and Police space needs evaluation, meeting with the Council Ad Hoc Committee and attending public meetings/listening sessions, and preparing Council agenda reports and presentations.

The PSA with 4Leaf was based on estimated fees for performing tasks on assigned CIP projects. Moving forward, the structure for 4Leaf services under proposed Amendment No. 1 will change to be based on providing on-call, as-needed services and only for the Police Building Project over and above what can be managed by the City's Project Manager(s), which includes the pending new hire that will take place as approved in the FY 2024-25 Budget. This approach allows for maximum flexibility for both the City and 4Leaf as the Police Building progresses and major decisions are made during the upcoming design process. The proposed Amendment will also extend the PSA term through June 30, 2027. Amendment No. 1 is included as **Attachment 3**.

Project Assignments - Ausonio

During FY 2023/24, the seven facility renovation projects assigned to Ausonio progressed as follows:

Three projects were completed:

1. Sunset Center Hazardous Materials (Haz Mat) Remediation and Exterior Painting of the North Wing
2. Harrison Memorial Library Haz Mat Remediation and Exterior and Partial Interior Painting
3. Sunset Center Portico – Design Concepts

Two projects, previously bundled and bid together with the two painting projects, were extracted and modified to reduce cost, and are currently in the bidding and construction award phase:

4. City Hall Roof Replacement
5. Sunset Center Cottage Window Repairs

Two additional projects were designed to 90% complete, are currently in the Building Permit readiness review and contract document compilation phase, and will be advertised for bids shortly:

6. San Antonio Pathway Reconstruction

7. Sunset Center Retaining Wall Repairs

Upon approval of Amendment No. 2, Ausonio will provide the following services for five CIP projects during FY 2024/25:

- Construction management and inspection services through project closeout for four CIP projects #4 - #7 listed above.
- Oversee a structural engineering condition assessment for the wooden Lincoln Street/Fourth Avenue Trestle Bridge, a new FY 2024/25 CIP project.
- Potential on-call, as-needed services such as: support Facilities Maintenance with dry rot repairs and replace windows at the Park Branch Library, prepare cost estimates for other CIP or Public Works operating budget projects, etc.
- Coordinate projects with Public Works, Community Planning & Building, other City staff, design consultants, construction contractors, vendors, and building occupants.
- Provide project updates with the City.
- Conduct pre-bid meetings, issue addenda, and evaluate bid proposals.
- Issue Notice to Proceed letters, conduct construction meetings with agendas and minutes, approve schedules and submittals, inspect construction work, negotiate change orders, process punch lists, and close out projects.

Amendment No. 2 is included as **Attachment 4**.

Ausonio has been notified that the City's adopted FY 2024/25 Operating Budget includes hiring a second full time Project Manager for the City. This is intended as a cost savings measure for the City and should not be misconstrued as receiving less than excellent services by Ausonio.

Once the City's Project Manager is hired, the City may shift responsibilities for any of the assigned projects back to the City's responsibility. That said, and assuming that a new City Project Manager is not on board for 3-4 months, all four projects, #4 - #7 are anticipated to be in the construction phase by that time. It is advised that projects that are well into construction should not change construction managers mid-stream; in other words, those projects should remain under the responsibility of Ausonio until construction completion. Projects that have not yet started construction would be more conducive to transferring back to a City Project Manager. This approach will allow Ausonio-provided services to phase out in an orderly fashion over time.

FISCAL IMPACT:

In June 2024, Council adopted Resolution 2024-047 approving the CIP Budget for FY 2024/25 which set the following six CIP project budgets listed below. All CIP projects and PM services will be charged to CIP Account Number 301-311-00-43008 (except as noted below).

No.	Firm	CIP Project	2024/25 Budgets	PM Fees	Fee %
	4 Leaf				
1		Police Building	\$3,239,000	\$150,000	
		4 Leaf Projects Total	\$3,239,000	\$150,000	4.6%
	Ausonio				
2		City Hall Roof Replacement	\$350,000	20,000	
3		Sunset Center Cottage Windows	200,000	20,000	

		Repairs			
4		San Antonio Pathway Reconstruction	550,000	45,000	
5		Sunset Center Retaining Wall Repairs	550,000	20,000	
6		Lincoln/Fourth Trestle Bridge Assessment	40,000	10,000	
		On-Call PM Services		10,000	
		Ausonio Projects Total	\$1,690,000	\$125,000	7.4%

4Leaf Fees

4Leaf's fee under their original PSA was \$197,780, and nearly all funds have been expended. This amount included \$138,253 for services associated with the Police Building Project. The proposed fee increase under Amendment No. 1 of \$150,000 represents 4.6% of the current Police Building budget. Fees will continue to be billed on an actual time and materials basis. The FY 2024/25 hourly rate for their Project Manager of \$206.88 is below industry standards.

A future amendment may be necessary as the Police Building moves into final design and construction phases, or those duties could be transferred back to City staff at that time.

Ausonio Fees

For the past two fiscal years, Ausonio was authorized not-to-exceed fees of \$125,000 per fiscal year, and they have remained below budget. The proposed fee for FY 2024/25 under Amendment No. 2 of \$125,000 represents 7.4% of the combined budgets for their assigned CIP project, which is below industry standards for project management services. The Fees will continue to be billed on an actual time and materials basis.

PM Services for on-call, as-needed services for incidental projects not associated with CIP projects that may arise over the year, would be charged to the Public Works/Facility Maintenance Services Division Account #101-119-42-42001.

PRIOR CITY COUNCIL ACTION:

In September 2022, Council adopted Resolution 2022-075, awarding a two-year PSA to 4Leaf, Inc. for a not-to exceed fee of \$197,780 to support four CIP projects.

In August 2022, Council adopted Resolution 2022-065, awarding a three-year PSA to Ausonio, Inc., for management of nine facility renovation projects, for a fee of \$125,000 for FY 2022/23. In July 2023, Council adopted Resolution 2023-073 approving a fee of \$125,000 to Ausonio for seven ongoing and additional facility renovation projects assigned for FY 2023/24.

In June 2024, Council adopted Resolution 2024-047 approving funding for all carry-over and new CIP projects as listed in the Fiscal Impact section above.

ATTACHMENTS:

Attachment 1) Resolution 2024-051

Attachment 2) Resolution 2024-052

Attachment 3) Amendment 1 with 4 Leaf
Attachment 4) Amendment 2 with Ausonio

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

RESOLUTION NO. 2023-051

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 4LEAF, INC. FOR PROJECT MANAGEMENT SERVICES FOR THE POLICE BUILDING PROJECT FOR A NOT-TO-EXCEED FEE OF \$150,000 AND A TERM EXPIRING ON JUNE 30, 2027

WHEREAS, in June 2022, Council adopted Resolution 2022-048 approving 25 Fiscal Year (FY) 2022/23 Capital Improvement Projects; and

WHEREAS, in September 2022, Council adopted Resolution 2022-075 awarding a Professional Services Agreement to 4Leaf, Inc. to provide project management services for four Capital Improvement Projects, for a not-to-exceed fee of \$197,780 and a term expiring on June 30, 2024; and

WHEREAS, in June 2024, Council adopted Resolution 2024-047 approving funding for all carry-over and new Capital Improvement Projects for FY 2024/25, including the Police Building Project with a reset budget of \$3,239,000; and

WHEREAS, Amendment No. 1 to the Professional Services Agreement was negotiated with 4Leaf to provide project management services during the schematic design, design development, bidding, and construction phases of the Police Building Project on an on-call, as-needed basis through June 30, 2027; and

WHEREAS, there is sufficient budget available in the Capital Fund Account to cover the proposed fees.

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 4Leaf, Inc. for Project Management Services for the Police Building Project for a not-to-exceed fee of \$150,000 and a term expiring on June 30, 2027.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 8th day of July, 2024, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

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

RESOLUTION NO. 2024-052

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 2 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 2024/25**

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 nine facility renovation projects, for a fee of \$125,000 for FY 2022/23; and

WHEREAS, in July 2023, Council adopted Resolution 2023-073 approving Amendment No. 1 to the Professional Services Agreement with Ausonio to provide project management services for seven continuing and new facility renovation projects for FY 2023/24; and

in June 2024, Council adopted Resolution 2024-047 approving funding for all carry-over and new Capital Improvement Projects for FY 2024/25, including facility renovation projects that were designed in FY 2023/24 but not yet constructed; and

WHEREAS, Amendment No. 2 to the Professional Services Agreement with Ausonio will provide bidding and construction management services for the following five projects: City Hall Roof Replacement Project, Sunset Center Cottage Window Repairs, San Antonio Walkway Reconstruction Project, Sunset Center Retaining Walls Repair Projects, assessment of the Lincoln Street/Fourth Avenue Trestle Bridge, and any on-call, as-needed project management services, for a not-to-exceed fee of \$125,000 for FY 2024/25; 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/Facility Maintenance contractual services account to cover any facility-related non-CIP projects and on-call services.

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

Authorize the City Administrator to execute Amendment No. 2 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 2024/25.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 8th day of July, 2024, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

**AMENDMENT NO. 1 TO
AGREEMENT NUMBER PWD-4Leaf-177-22-23
FOR PROJECT MANAGEMENT SERVICES**

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea ("City") and 4Leaf, Inc., ("Consultant")**, parties to Agreement #PWD-4Leaf-177-22-23 (the "Agreement") executed on September 13, 2022.

2. The Agreement is amended as follows:

a. Section 1.A – Scope of Services of the Agreement is amended as follows:

"Consultant agrees to provide to the City, as the scope of Services under this Amendment No. 1, additional Project Management Services listed in **Exhibit A.1**, during the Programming, Schematic Design, Design Development, Contract Documents, Bidding, and Construction Phases of the Police Building/Public Works Building Project(s) on an on-call, as-needed basis. Service requests may be issued to Consultant by the City Administrator, Assistant City Administrator, Police Chief, Public Works Director, or designees as the Project progresses."

b. Section 2.A (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 Thousand Dollars (\$150,000.00), for services rendered under Amendment No. 1.

The maximum authorization under the original Agreement, as modified by Supplemental Services Authorizations #1 (authorized \$7,800 from Contingency) and #2 (authorized \$10,180 from Contingency plus the remaining budget for Project 3A of \$21,293, totaling \$31,473, and deleting unused \$47,288 from Projects 1 and 3B), is \$150,493. Therefore, the revised "Maximum Authorized Expenditure" under the Agreement, as modified by Supplemental Services Authorizations #1 and #2, and this Amendment No. 1, is Three Hundred Thousand Four Hundred Ninety-Three Dollars (\$300,493.00). Reference **Exhibit B.1**, Fee Summary, for details.

The Fee Schedule includes, but is not to, fully-burdened hourly rates, mark-ups for direct expenses and subconsultants. Subconsultants are to be approved by the City prior to providing services on this Project.

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."

c. Section 3.A (Term) of the Agreement is amended and restated as follows:

"The work under this Agreement will commence by September 15, 2022 and must be completed by June 30, 2027 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."

d. Project Schedule of the Agreement is amended follows:

"Services for Amendment No. 1 must be completed by Consultant in accordance with the Project Schedule set forth 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 No. 1 and the Agreement or any earlier amendment, the terms of this Amendment No. 1 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: _____
Gene Barry, Vice President

Date: _____

CITY:

By: _____
Chip Rerig, City Administrator

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____

EXHIBIT A.1 – ADDITIONAL PROJECT MANAGEMENT SERVICES FOR AMENDMENT NO. 1

Upon request by City, Consultant shall provide the following services on an on-call, as needed basis for the Police Building/Public Works Building Project(s). The following list is not intended to include all potential services reasonably associated with implementation of the Project.

Project Management:

- Draft staff reports for City Council and Commissions
- Develop and deliver City Council and Commission presentations
- Develop PowerPoint slides
- Participate in City Project Team meetings
- Participate in Council Ad Hoc Committee meetings
- Develop and make Ad Hoc Committee presentations and memorandums
- Assist City staff with public outreach
- Coordinate with all Project stakeholders
- Support City with Project funding options and grant applications

Schematic Design/Design Development/Contract Documents

- Assist City staff with development of Requests for Proposals, proposal evaluations, and selection of professional services in support of the Project, including, but not limited to: architectural services and construction management/inspection services
- Support City staff in negotiations and agreement development for professional services
- Draft Notice to Proceed letters
- Conduct progress meetings with consultants and stakeholders
- Implement project controls including schedules, progress tracking, costs, and risk management
- Develop instructions for Architectural Team
- Review Architectural Team submittals, including technical reports, schematics, drawings, technical specifications, contract documents, and cost estimates
- Review Architectural Team invoices
- Negotiated change orders or supplemental services with Architectural Team
- Ensure Project compliance with laws, regulations, codes, permits, and City standards
- Research swing space availability and logistics during construction

Bidding Phase:

- Complete constructability/biddability reviews
- Assist Architectural Team in moving Project through City permit approval process
- Assist City staff in advertising of Project availability for bids
- Assist City staff with pre-bid conferences and preparation of addenda
- Coordinate Bid Opening process with City staff
- Review bid proposals

Construction Phase:

- Coordinate with City staff for award of construction contracts
- Assist City staff with contract administration
- Assist City staff with processing and tracking of submittals, RFIs, and substitution requests with Contractors and Architectural Team
- Coordinate with Contractor to develop construction schedule and schedule monitoring
- Assist City staff with change orders, extra work authorizations, claims, and dispute prevention
- Assist Building Official with Project inspections
- Review Contractor progress payment requests and fund tracking
- Assist City staff with development of Project Punchlist and closeout documentation

Exhibit B.1 – CONSULTANT’S FEE SCHEDULE FOR AMENDMENT NO. 1 SERVICES

No.	Key Personnel	Role	Fully-Burdened Rate 7/1/2024- 6/30/2025	Fully-Burdened Rate 7/1/2025 - 6/30/2026	Fully-Burdened Rate 7/1/2026 - 6/30/2027
1	Gene Barry, P.E.	Principal-in-Charge	\$217.48	\$224.00	\$230.72
2	Fred Meurer	Project Manager	\$206.88	\$213.09	\$219.48
3		Admin. Support	\$100.79	\$103.81	\$106.93
4		Plan Checker			
5		Inspector			
6					

- 4Leaf’s fully-burdened rates include: software, phone/cell, and vehicles.
- Direct costs include: mileage, printing, postage/courier, subconsultants, and similar expenses with a 10% administrative markup.

FEE SUMMARY

No.	Project	Original Agreement	Expended	Reduced Amount	Project Total
1	Annual Paving	\$55,470	\$9,655	\$45,815	\$9,655
2	Resilience Pilot	23,000	1,707	Add Serv 2	1,707
3	Elect Panels	2,350	878	1,473	878
4	Police Building	98,980	98,980		
	Add Service 1 – from Conting.		7,800		
	Add Service 2 – from Conting.		10,180		
	Add Service 2 from Resilience		21,293		
	Police Total				\$138,253
5	Contingency	17,980	To Add Service 1, 2		0
	Totals	\$197,780	\$150,493	\$47,288	\$150,493

No.	Project	Prior Authorization	Amendment No. 1	Total Authorization
6	Other 3 Projects	\$12,240	\$0	\$12,240
7	Police Building	138,253	150,000	288,253
		\$150,493	\$150,000	\$300,493

EXHIBIT C.1 – PROJECT SCHEDULE FOR AMENDMENT NO. 1 SERVICES

When the City requests a particular service, or group of services, for which the on-call Consultant is retained, a task-order schedule will be negotiated with the City and that Consultant for those services.

**AMENDMENT NO. 2 TO
AGREEMENT #PWD-AUSON-180-22-23**

**PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT SERVICES
FOR FISCAL YEAR 2024/25**

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.2:

- City Hall Roof Replacement - Construction
- Sunset Center Cottage Window Repairs – Bidding and Construction
- San Antonio Pedestrian Walkway Reconstruction, Second to Fourth Avenues – Bidding and Construction
- Sunset Center Retaining Wall Repairs – Bidding and Construction
- Lincoln/Fourth Trestle Bridge Assessment
- On-Call, As-Needed Services, which may include:
 - Completion of Sunset Center Portico design concepts
 - Park Branch Library window replacements
 - Cost estimating

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.2), in a total amount not-to-exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for services performed in Fiscal Year 2024/25. Therefore, the "Maximum Authorized Expenditure" under this Agreement, including Amendment No. 1 and No. 2, is Three Hundred Seventy Five Thousand Dollars (\$375,000.00).

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. 2 services in a timely manner and in accordance with the Project Schedule for Fiscal Year 2024/25 in Exhibit C.2.

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. 2

EXHIBIT A.2 – Scope of Services for Fiscal Year 2024/25

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. 2.

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, cost estimating, etc.

Section 2 – Assigned Projects

Project #1, City Hall Roof Replacement:

The City Hall roof was last replaced in 1984 and is 16-years past its warranty. Several roof leaks have been repaired by contractors and staff over the past few years as the roof progressively deteriorates. Ten Over Studio architects developed the design, and Ausonio prepared the contract documents. Contract documents for this project were extracted from a larger, bundled facilities renovation project which resulted in very high bids and which were subsequently rejected by Council. This project is currently in the bidding phase and is anticipated to be constructed by late Fall 2024. The cost estimate is \$350,000.

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

Project #2, Sunset Center Cottage Window Repairs:

The Cottage Window Repairs Project is currently in the bidding phase and is anticipated to be constructed by the end of 2024. Contract documents for this project were also extracted from the larger, bundled facility renovation projects. Unlike the original bidding documents in which all work had to be done at the jobsite, this time, the contractor will have the option of physically removing affected windows, performing hazardous materials remediation, wood framing repairs, and painting at their own shop, and replacing them at the site. Ten Over Studio architects

developed the design, and Ausonio prepared the contract documents. The cost estimate is \$200,000.

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

Project #3, San Antonio Pedestrian Walkway Reconstruction:

The San Antonio Avenue Pathway, located on the west side between Second and Fourth Avenues, was damaged by winter storms in early 2023. FEMA funding was promptly applied for reconstruction costs, but this effort was not successful. Funded out of the Public Works/Streets and Forestry operating budgets for Fiscal Year (FY) 23-24, ZFA Engineering, a structural engineering firm, designed the repairs to restore the pathway. The design process revealed that the original construction was deficient in that while the original buried concrete piers were fine, the wooden lagging supporting the pathway did not accommodate proper drainage, and the connection of the wooden posts supporting the grape stake fencing were not properly connected to the piers. Consequently, stormwater traveled along the west edge of the fencing, rotting the lagging and the bottom of the posts, and resulted in the fence falling down.

The repair involves excavating around 44 concrete piers, constructing concrete pier caps to support new column posts, replacing the wood lagging, restoring the Pathway, and installing grape stake fence to appear as the original fence. The 90% design is currently in the building permit readiness review phase. This project is time sensitive. The FY 24-25 budget of \$550,000 will cover the cost of construction and construction management.

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

Project #4, Sunset Center Retaining Wall Repairs:

In FY 23-24, \$40,000 was allocated to the project to prepare structural engineering evaluations and repair plans for deteriorated walls surrounding Sunset Center. The design was prepared by ZFA Engineering for up to eight retaining walls. In the north lot, a 100-foot long, Carmel stone wall along Eighth 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 a rotted wooden wall on top of a granite retaining wall. These and other walls require various structural repairs, restoration treatments, and replacement of fencing and railings.

The 90% design is currently in the building permit readiness review phase. The FY 24-25 budget for construction and project management oversight is \$550,000.

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

Project #5. Lincoln/Fourth Trestle Bridge Assessment

Originally built in the 1930s, the Lincoln Street/Fourth Avenue wooden trestle bridge was last formally inspected in 1998 when the footbridge was modified to provide parking for two homes adjacent to the bridge. Since then, Public Works crews have made numerous repairs to damaged boards, posts, and railings. Currently, there are some rotten deck boards, loose posts, and noticeable settling of concrete pier blocks on the east side of the bridge.

This project consists of hiring a structural engineering firm to assess the condition of the bridge, identify needed repairs and their urgency, and prepare cost estimates. The budget for the assessment and oversight is \$40,000. Depending on the condition findings, the design plans, CEQA review, and construction of the repairs would be programmed in subsequent fiscal year CIP budgets.

Ausonio to provide Project Management and Design Services.

Project #6. 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 6.1.** Complete Sunset Center Portico design concepts report
- **Project 6.2.** Support Public Works/Facility Maintenance with Park Branch Library dry rot repairs and window replacements
- **Project 6.3.** Cost estimating for any City project.

EXHIBIT B.2 - Compensation and Fee Schedule for Fiscal Year 2024/25

Costs for Project Management Services will be hourly per our rate sheet, enclosed, and billed out monthly. Hourly rates are fully burdened rates and include labor, benefits, overhead, and profit. An annual rate increase of 5% to be accessed every January 1st during the project.

The anticipated manpower will be a part-time Project Manager and a part-time • Project Engineer with minor support staff.

Key Staff:

- Dustin Conner, Senior Project Manager/Construction Manager
- Diane Miller, Project Manager
- Geraldo "Jerry" Ramirez, Assistant Project Manager

Subconsultants:

- Martin D. Frankis, Cost estimator/Scheduler

The not-to-exceed budget to complete all the current projects listed above is \$375,000 spread out over two years. The budget for Fiscal Year **2024/25** is \$125,000; however, it needs to be clear that we will not finish all the listed projects within one year.

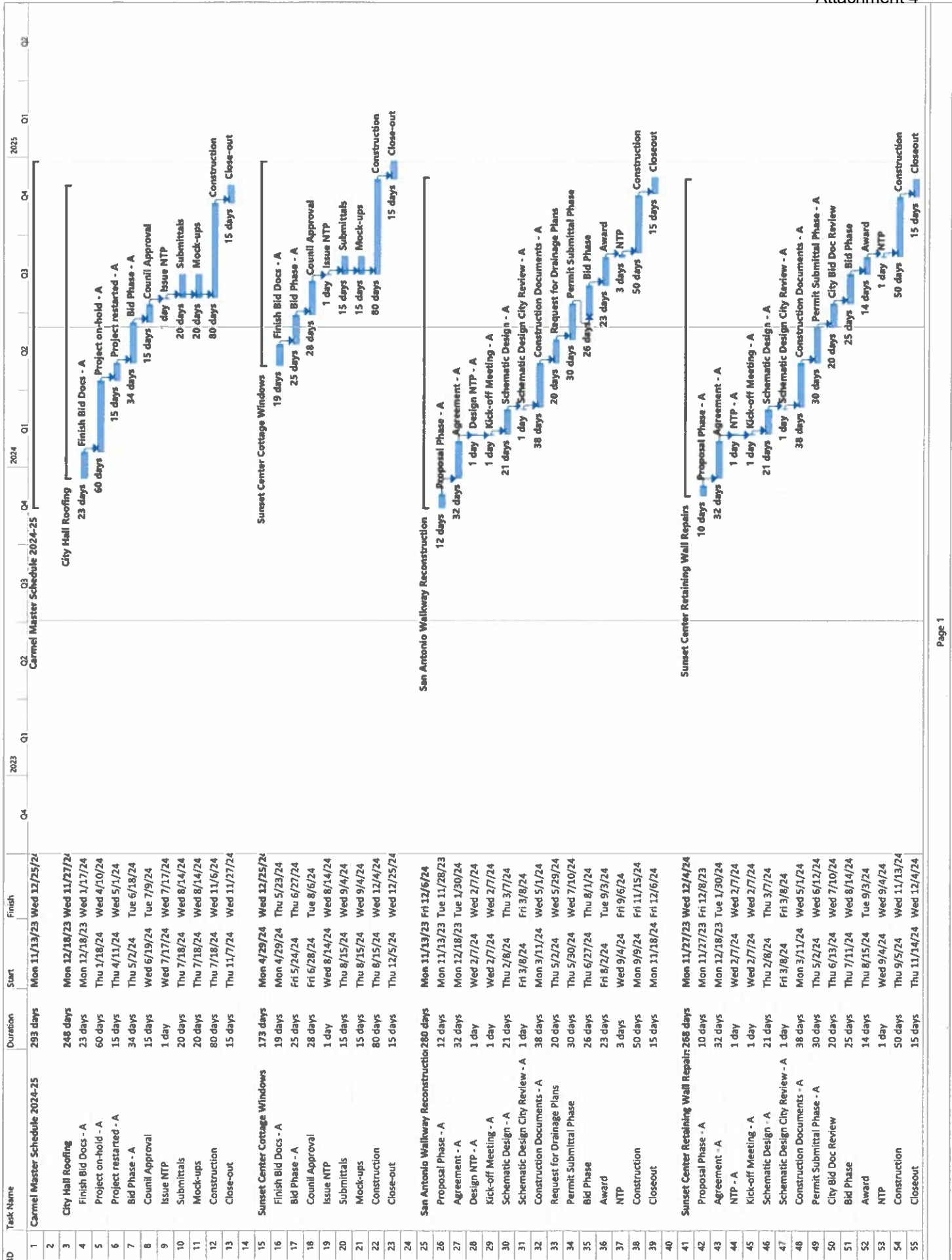
Ausonio will provide its staff with a computer and phone. All other expenses, if needed, to be paid by City such as, but not limited to: office space, printing, travel, etc. All reimbursable expenses are in addition to the above and will include a 10% mark-up.

Fully Burdened Hourly Rates

No.	Key Personnel	Role	7/1/24 to 6/30/2025
1	Samuel J. Phillips	Principal-in-Charge	\$275.63
2	Brian Tracy	Construction Manager	\$203.96
3	Dustin Conner	Construction Manager	\$203.96
4	Diane Miller	Project Manager	\$154.35
5	Steve Pichler	Project Manager	\$154.35
6	Jill Kronick	Project Engineer	\$104.74
7	Jerry Ramirez	Assistant Project Manager	\$137.81
8	Martin D. Frankis	Estimator	\$172.00

No.	Project Name	Ausonio Fee	Project Budget
1	City Hall Roof Replacement	\$20,000	\$350,000
2	Sunset Center Cottage Windows Repairs	20,000	200,000
3	San Antonio Pathway Reconstruction	45,000	550,000
4	Sunset Center Retaining Walls Repairs	20,000	550,000
5	Lincoln/Fourth Trestle Bridge	10,000	40,000
6	On-Call PM Services	10,000	
	Totals	\$125,000	\$1,690,000

EXHIBIT C.2 - SCHEDULE FOR FY 2024/25





CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

July 8, 2024
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert Harary, P.E, Director of Public Works
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2024-053 authorizing the City Administrator to execute a Construction Contract with California Constructors, in the amount, with a 15% contingency, of \$183,310 for the City Hall Roof Replacement Project

RECOMMENDATION:

Adopt Resolution 2024-053 authorizing the City Administrator to execute a Construction Contract with California Constructors, in the amount, with a 15% contingency, of \$183,310 for the City Hall Roof Replacement Project.

BACKGROUND/SUMMARY:

In June 2022, Council adopted Resolution 2022-048 approving the Capital Improvement Program (CIP) Budget for Fiscal Year (FY) 2022/23, which included six Facility Renovation Projects, including the City Hall Roof Replacement Project, as generally described below.

City Hall Roof Replacement: The City Hall roof was last replaced in 1984 and is 15-years past its warranty. Roof leaks have been increasing, and repairs have become increasingly costly over the past few years as the roof progressively deteriorates. The Project scope has since been modified to include removal (recycle) of copper gutters, downspouts, and flashing and replacement with new metal components. Funded by Measure C, the initial budget for the Project, based on one courtesy quote, was \$100,000.

In August 2022, Council adopted Resolution 2022-065, awarding a Professional Services Agreement (PSA) to Ausonio, Inc. for Project Management Services for nine facility renovation projects, including this Project. In February 2023, Council adopted Resolution 2023-041, approving Amendment No. 1 to the on-call architectural PSA with Ten Over Studio to design five facility renovations, including this Project, for a fee of \$13,500. In July 2023, Council adopted Resolution 2023-073 approving Amendment No. 1 to the PSA with Ausonio to continue to implement this Project and other facility renovations.

In June 2024, Council adopted Resolution 2024-047 approving the CIP Budget for FY 2024/25 which reset a budget of \$350,000 for this Project. In 2023, four facility renovation projects were bundled together with the intent that a larger project would attract more construction contractors, be more cost-effectiveness due to economies of scale, and be more efficient for our consultants, contractors, and staff by having to manage one consolidated construction contract rather than multiple contracts. The bundled project included

painting of the Sunset Center north wing and Harrison Memorial Library, which have recently been completed, this City Hall Roof Replacement Project, and the Sunset Center Cottage Window Repair Project which is currently in the bidding phase.

In August 2023, only two bids were received for the four bundled Facility Renovation Projects, and the bids came in well over budget. Specifically, just for the City Hall Roof Replacement component of the bundled project, the bids were \$365,970 and \$631,171. In September 2023, Council adopted Resolution 2023-082 rejecting all bids and directed staff to evaluate alternative contracting methods before re-advertising for bids.

Ausonio and staff scrutinized the bids and subsequently implemented cost-cutting measures prior to re-advertising for bids. In the case of the City Hall Roof, the contract documents were modified to allow roofing contractors to bid directly on the Project, rather than as a subcontractor. Also, the most-costly, previously-specified cedar shake roof materials were removed from the Project, and the bid documents were split into two bids, one for each type of composition shingle roofing material, to provide maximum flexibility and cost advantage for the City to award the construction contract.

In May 2024, the Project was extensively re-advertised for bids. Notices were published in the Carmel Pine Cone, Central Coast Builders Association, and posted on the City's and other public purchasing websites. In addition, courtesy calls and emails were made to numerous potential contractors. Ten contractors attended the mandatory pre-bid meeting and site tour on May 14, 2024. Five bid proposals were received and opened at a Public Bid Opening held on June 18, 2024, with the following results:

Contractor Name	Landmark Shingles	Presidential Shake Shingles
Project Team Cost Estimate	\$200,000	\$200,000
California Constructors	159,400	168,500
Scudder Roofing	161,135	169,925
Valenti Builders	213,466	216,238
Stronger Builders	231,000	235,000
Ben Franklin Construction	400,160	400,160

All bids were responsive. Each bidder submitted two separate bids: one for Landmark TL Shingles, and one for Presidential Shake TL Shingles. The City may award the contract for either type of composite roofing shingles. Both shingle options were deemed acceptable by the Public Works and Community Planning and Building Departments, and both options carry the same 50-year warranty. Due to the slightly lower cost and its rustic appearance similar to hand-split wood shakes, the Planning Department recommends the Landmark TL shingle option.

The low bid of \$159,400, submitted by California Constructors, is 20% below the Project Team's cost estimate and just 1% below the second low Bidder. When the prior, bundled project was bid in August 2023, the low bid for the roofing replacement was \$365,970. Thus, by implementing these cost-cutting measures, the City's cost for the same work was reduced by \$206,570.

California Constructors possess valid building and roofing Contractor's licenses. Established in 2012, they are an Escondido, California-based business specializing in building renovations, predominantly for military and healthcare clients. For this Project, they teamed up with Five Brothers Absolute, a Fresno-based roofing contractor established in 2006. Both firms had favorable references, and in the past few years completed eight roofing projects for four government clients.

A 15% construction contingency is recommended. Roofing replacement projects have inherent risks, especially with historic buildings which cannot be damaged or put out of service for an extended period. Should differing site conditions warrant an urgent field change, this contingency would be immediately available. Any funds remaining would be returned to the CIP fund balance.

Weather permitting, work will be completed within four months following issuance of the Notice to Proceed. City Hall will remain open during re-roofing, and the Contractor will not be permitted to work during Council, Commission, and other public meetings. The Contractor's staging area will be located in the south parking lot, and one ADA parking stall will remain accessible to the public during construction. Following completion of the Project, Public Works will repave the parking lot, and install bike racks and plantings.

FISCAL IMPACT:

Council appropriated \$350,000 to complete this Project in the FY 2024/25 Capital Improvement Budget in Account Number 301-311-00-43008. Total estimated expenses for this Project, including the cost for this construction contract and contingency, is \$231,810 as listed below.

No.	Company	Services	Cost
1	Ausonio, Inc.	Project Management and Construction Management	\$35,000
2	Ten Over Studio Architects	Design Drawings and Technical Specifications	13,500
4	California Constructors	City Hall Roof Replacement	159,400
5	California Constructors	15% Contingency	23,910
		Total	\$231,810

Therefore, there is sufficient funding to award this contract.

The lower than anticipated cost for this Project results in a balance of \$118,190 below the \$350,000 allocation. These funds could be earmarked for a companion facility renovation project, the Sunset Center Cottage Window Repairs which is currently out for bids, or can be returned to the CIP fund balance for other future projects.

PRIOR CITY COUNCIL ACTION:

In June 2022, Council adopted Resolution 2022-048 approving the CIP Budget for FY 2022/23, including the City Hall Roof Replacement Project. In August 2022, Council adopted Resolution 2022-065, awarding a PSA to Ausonio, Inc. for Project Management Services for facility renovation Projects, including this Project.

In February 2023, Council adopted Resolution 2023-041, approving Amendment No. 1 to the PSA with Ten Over Studio to design five facility renovations, including this Project. In July 2023, Council adopted Resolution 2023-073 approving Amendment No. 1 to the PSA with Ausonio, to continue to implement this Project and other facility renovations. In September 2023, Council adopted Resolution 2023-082 rejecting all bids received for the bundled facility renovation projects and directed staff to evaluate alternative contracting methods before re-advertising for bids.

In June 2024, Council adopted Resolution 2024-047 approving the CIP Budget for FY 2024/25 which reset a budget of \$350,000 for this Project.

ATTACHMENTS:

Attachment 1) Resolution 2024-053

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

RESOLUTION NO. 2024-053

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONSTRUCTION CONTRACT
WITH CALIFORNIA CONSTRUCTORS, IN AN AMOUNT, WITH CONTINGENCY, OF \$183,310,
FOR THE CITY HALL ROOF REPLACEMENT PROJECT**

WHEREAS, the City Hall roof was last replaced in 1984, is over 15 years past the warranty, and roof leak repairs have become increasingly costly as the roof progressively deteriorates; and

WHEREAS, in June 2023, Council adopted Resolution 2023-067 approving the carry-over of prior Fiscal Year Capital Improvement Projects, including four Facility Renovation Projects, with a carryover budget of \$649,000; and

WHEREAS, in the Summer of 2023, the City Hall Roof Replacement Project was bundled with the Sunset Center and Harrison Memorial Library Painting projects and the Sunset Center Cottage Window Repairs project for efficiency; however, only two bids were received for these four bundled facility renovation projects with bids nearly twice the cost estimate; and

WHEREAS, in September 2023, Council adopted Resolution 2023-082 rejecting all bids and directing staff to evaluate alternative contracting methods before re-advertising for bids; and

WHEREAS, in the Spring of 2024, the City Hall Roof Replacement Project was repackaged and extensively re-advertised for bids, and five responsive bid proposals were received at the Public Bid Opening held on June 18, 2024; and

WHEREAS, California Constructors submitted the low bid of \$159,400 for Landmark Shingles which was 20% below the Project Team's estimate, 1% below the second low bidder, and \$206,570 below the bid from the prior, bundled project for the same roof replacement work; and

WHEREAS, due to inherent risks associated with historic building renovations and roofing projects, a 15% contingency of \$23,910 is recommended, resulting in a total contract amount of \$183,310; and

WHEREAS, in June 2024, Council adopted Resolution 2024-047 approving the Capital Improvement Program Budget for Fiscal Year 2024/25 with a reset budget of \$350,000 for the City Hall Roof Replacement Project; and

WHEREAS, sufficient funding is available 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 a Construction Contract with California Constructors, in the amount, with contingency, of \$183,310, for City Hall Roof Replacement Project.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 8th day of July, 2024, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk



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

July 8, 2024
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Chip Rerig, City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolutions 2024-054, 2024-055, and 2024-056, approving Change Orders #4 and #5 for each of the City's On-Call Tree Service Contractors to balance spending in Fiscal Year 2023/24, to allocate tree contracts for Fiscal Year 2024/25, and to allocate funds for the City's On-Call Landscape Maintenance Services contract, respectively.

RECOMMENDATION:

- Adopt Resolutions 2024-054 and 2024-055, approving Change Orders #4 and #5 for each of the City's On-Call Tree Service Contractors to balance \$925,000 of spending in Fiscal Year 2023/24, and to allocate tree contracts totaling \$999,000 for Fiscal Year 2024/25.
- Adopt Resolution 2024-056 approving Change Order #1 for the City's On-Call Landscape Maintenance Services contract with Town & Country, with a not-to-exceed fee of \$229,200 for Fiscal Year 2024/25.

BACKGROUND/SUMMARY:

On-Call Tree Services Contracts:

In April 2024, Change Orders #3 allocated the remaining Forestry funding for Fiscal Year 2023/24 to bring the contracts of our tree service companies (Community Tree Service, Tope's, and West Coast Arborists) to \$325,000, \$350,000, and \$250,000, respectively. The overall tree services budget totaled \$925,000.

Change Orders #4, FY 2023/24:

In order to balance expected invoices to close out the FY 2023/24, while leaving the overall tree services budget unchanged, the following Change Orders #4 are proposed. Upon Council approval:

- Tope's Tree Service's FY 23-24 contract for FY 23-24 will decrease by \$40,000 (from \$350,000 to \$310,000).
- Community Tree Service's contract for FY 23-24 will increase by \$35,000 (from \$325,000 to \$360,000).
- West Coast Arborists FY 23-24 contract for FY 23-24 will increase by \$5,000 (from \$250,000 to \$255,000).

Change Orders #5, FY 2024/25:

In June 2024, Council approved a budget of \$1,197,000 for tree services for FY 2024/25. The Forestry Division is proposing Change Orders #5 to allocate \$999,000 of the tree services budget, which would be dispersed equally among the 3 tree contractors (\$333,000 each).

By allocating \$999,000 of the approved \$1,197,000, this would allow for \$198,000 of flexibility in the coming year due to natural uncertainties, such as possible future winter storms, the differing timeframes within which companies are able to complete task orders, and forthcoming performance assessments of each tree contractor. A future Change Order will be brought to Council to allocate the remaining \$198,000.

With Council approval, the following chart incorporates Change Orders #4 and #5:

Contractor	Original Contract (FY23)	Change Orders #1 (FY23)	Change Orders #2 (FY 24)	Change Orders #3 (FY 24)	Change Orders #4 (FY 24)	Change Orders #5 (FY 25)
CTS	\$30,000	\$39,997	\$175,000	\$150,000	\$35,000	\$333,000
Topes	60,000	-14,388	175,000	175,000	- 40,000	333,000
WCA	60,000	7,647	175,000	75,000	5,000	333,000
Totals	\$150,000	\$33,236	\$525,000	\$400,000	\$0	\$999,000

In FY 2023/24, the City received a comprehensive inventory of our City trees from Davey Resource Group, our consulting partners in the Urban Forest Master Plan (UFMP) process. This inventory data, summarized below, has illuminated the need for an extensive “catch-up” plan to maintain the trees we have, remove those which are aged or in poor condition, and replace those which are removed with a priority for native species of Monterey pines, coast live oaks, and cypresses, to ensure a thriving city in a forest by the sea. The City tree crew is capable and able to perform this work, however the sheer amount of work in addition to specialized equipment needed (crane, large bucket truck, masticator, etc.) requires outside contractors to meet the current needs of the forest.

The \$1,197,000 for FY 2024/25 will be well used. It represents the beginning of what the City anticipates will likely be a three-year catch-up plan. Once the UFMP is complete, Davey Resource Group will include a calculation of the total funding needed to catch up on the deferred maintenance as well as a recommended schedule. In the meantime, Forestry Staff estimated this amount to be over \$3,000,000 relative to current prices projected for FY 2024/25.

Condition of City Trees (Per 2024 Inventory)							
	Excellent	Good	Fair	Poor	Very Poor	Dead	TOTALS
Public Rights of Way (PROW)	119	4,827	4,886	726	127	186	10,871
Medians	17	44	15	2	3	5	86
Parks (Estimate)	~	~	~	~	~	~	~3,000
TOTALS	136	4,871	4,901	728	130	191	

On-Call Landscape Maintenance Services Contract:

In October 2022, Council awarded a \$175,000 On-Call Landscape Maintenance Services contract to Town and Country Gardening and Landscaping. In FY 2022/23, \$141,000 was allocated to Town and Country contract work, and in FY 2023/24, the full \$175,000 was allocated, matching the contract limit.

In June 2024, Council approved \$229,200 for landscape services for FY 2024/25, which incorporates roughly \$40,000 in expected costs for landscaping and irrigation work along the Scenic Pathway.

With Council approval, the following chart details Change Order #1:

Contractor	Original Contract (FY 22/23 and FY 23/24)	Change Order #1 (FY 24/25)
Town & Country	\$175,000	\$229,200

Our contractor performs work that our City personnel would be otherwise unable to, given the extent of the 23 locations the contractor currently maintains. The City employs one Gardener/landscaper who continues to contribute to landscaping in the City, however this Maintenance Worker is also a critical member of the City’s tree crew. Given the extensive needs of Forestry staff at this time, the City is allocating appropriate funds to landscaping services to allow for our tree crew to focus primarily on maintaining trees in the public rights of way, while balancing landscaping work as needed.

The following is a list of the 23 locations our contractor maintains, with the supervision and input of our City Forester and gardener/Maintenance Worker, respectively:

1. Boardwalk and Viewing Platform Located at Del Mar Parking Lot and Ocean Avenue
2. Public Works & Carmel Police Department
3. Tennis Courts and Parking Areas in Forest Hill Park
4. Vista Lobos Park
5. First Murphy Park & House Garden
6. Sunset Center North Lot
7. Forest Hill Park: Lower Section
8. Flanders Mansion Grounds and Driveway Circle
9. Lower Ocean Avenue Pathways: North and south sides of Ocean Avenue between Monte Verde and Del Mar
10. Upper Ocean Avenue Landscape and Path: Junipero Avenue to East City Limits
11. Ocean Avenue Medians: Between Junipero Avenue and Monte Verde Street
12. Harrison Memorial Library Park Branch
13. City Hall
14. Rio Road medians between Junipero and Lasuen Pathway
15. Lester Rowntree Native Plant Garden
16. Pathway at San Carlos Street and Second Avenue
17. Fourth Avenue Pathways between Monte Verde Street and San Antonio Street, including boardwalk and stairways
18. Post Office Plaza and Parking Lot
19. Harrison Memorial Library
20. Jane Powers Walkway
21. Devendorf Park
22. Lincoln Between Fourth and Fifth Avenues
23. Carmel Beach

Environmental Evaluation

This action does not constitute a project within the meaning of the California Environmental Quality Act under Public Resources Code Section 21065. It has no potential to cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and, therefore, does not require environmental review.

FISCAL IMPACT:

Sufficient funding is available in the Forestry Contractual Services Account #101-119-45-42001 to cover the amounts described above, in both Fiscal Years 2023/24 and 2024/25.

PRIOR CITY COUNCIL ACTION:

On-Call Tree Services Contracts:

In March 2023, Council awarded three multi-year On-Call Tree Service Contracts to Community Tree Service, Tope's, and West Coast Arborists.

In June 2023, Council approved Change Orders Resolutions 2023-058 and 2023-059, resulting in the increase of each of the three tree service contracts to \$175,000 for the FY 2023/24.

In April 2024, Council approved Change Orders Resolution 2024-023 allocating \$400,000 to increase each of the tree contracts, \$200,000 of which was previously approved in the original fiscal year budget and an additional \$200,000 in mid-year budget adjustments.

On-Call Landscape Maintenance Services Contract:

In October 2022, Council awarded a three-year, \$175,000 On-Call Landscape Maintenance Services contract to Town and Country Gardening and Landscaping. In FY 2022/23, \$141,000 was allocated to Town and Country contract work, and in FY 2023/24, the full \$175,000 was allocated.

ATTACHMENTS:

Attachment 1 - Resolution 2024-054 CCOs No. 4

Attachment 2 - Resolution 2024-055 CCOs No. 5

Attachment 3 - Resolution 2024-056 CCO No. 1

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

RESOLUTION NO. 2024-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CHANGE ORDERS NO. 4 FOR THE ON-CALL TREE MAINTENANCE SERVICE CONTRACTS, IN THE COMBINED AMOUNT OF \$0 FOR THE REMAINDER OF THE FISCAL YEAR 2023/24.

WHEREAS, in March 2023, Council awarded three multi-year, On-Call Tree Service contracts to Community Tree Service, Tope's Tree Service, and West Coast Arborists; and

WHEREAS, in June 2023, Council authorized Change Orders No. 1 to these contracts for a net increase of \$33,236; and

WHEREAS, in June 2023, Change Orders No. 2 to these contracts provided funding in the amount of \$175,000 to each contractor for Fiscal Year 2023/24, for a total combined amount of \$525,000; and

WHEREAS, in April 2024, Change Orders No. 3 to these contracts allocated an additional \$400,000 for the remainder of the 2023/24 Fiscal Year, for a combined total of \$925,000; and

WHEREAS, Change Orders No. 4 to these contracts will balance each of the three On-Call Tree Services contracts relative to the expected invoices for each company in the 2023/24 Fiscal Year, resulting in a sum total of \$0.

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

Authorize the City Administrator to execute Change Orders No. 4 to the On-Call Tree Services Contracts for the 2023/24 Fiscal Year as follows:

- Community Tree Service – An increase of \$35,000
- Tope's Tree Service – A decrease of \$40,000
- West Coast Arborists – An increase of \$5,000

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA THIS 8th DAY OF JULY, 2024, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter

Mayor

Nova Romero, M.M.C.

City Clerk

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

RESOLUTION NO. 2024-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CHANGE ORDERS NO. 5 FOR THE ON-CALL TREE MAINTENANCE SERVICE CONTRACTS, IN THE COMBINED AMOUNT OF \$999,000 FOR THE FISCAL YEAR 2024/25

WHEREAS, in March 2023, Council awarded three multi-year, On-Call Tree Service contracts to Community Tree Service, Tope's Tree Service, and West Coast Arborists; and

WHEREAS, in June 2023, Council authorized Change Orders No. 1 to these contracts for a net increase of \$33,236; and

WHEREAS, in June 2023, Change Orders No. 2 to these contracts provided funding in the amount of \$175,000 to each contractor for Fiscal Year 2023/24, for a total combined amount of \$525,000; and

WHEREAS, in April 2024, Change Orders No. 3 to these contracts allocated an additional \$400,000 for the remainder of the 2023/24 Fiscal Year, for a combined total of \$925,000; and

WHEREAS, Change Orders No. 4 to these contracts balances each of the three On-Call Tree Services contracts relative to the expected invoices for each company in the 2023/24 Fiscal Year; and

WHEREAS, In June 2024, Council approved \$1,197,000 in funding for tree-related contract services for the Forestry Division; and

WHEREAS, Change Orders No. 5 to these contracts provides funding in the amount of 333,000 for each of the three On-Call Tree Service contracts for the 2024/25 Fiscal Year, for a combined total of \$999,000.

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

Authorize the City Administrator to execute Change Orders No. 5 to the On-Call Tree Services Contracts for the 2024/25 Fiscal Year as follows:

- Community Tree Service: \$333,000
- Tope's Tree Service: \$333,000
- West Coast Arborists: \$333,000

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA THIS 8TH DAY OF JULY, 2024, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, M.M.C.
City Clerk

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

Attachment 3

RESOLUTION NO. 2024-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CHANGE ORDER NO. 1 FOR THE ON-CALL LANDSCAPE MAINTENANCE SERVICES CONTRACT, IN THE AMOUNT OF \$229,200 FOR FISCAL YEAR 2024/25.

WHEREAS, in October 2022, Council awarded three-year, On-Call Landscape Maintenance Services contract to Town & Country Gardening and Landscaping; and

WHEREAS, in Fiscal Years 2022/23 and 2023/24, the City maintained a contract with a not-to-exceed fee of \$175,000; and

WHEREAS, in June 2024, Council approved funding in the amount of \$229,200 for landscape contract services for Fiscal Year 2024/25; and

WHEREAS, Change Order No. 1 to this contract will be issued to increase the \$175,000 contract by \$59,200, for a total of \$229,200.

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

Authorize the City Administrator to execute Change Order No. 1 to allocate \$229,200 to the On-Call Landscape Maintenance Services contract for the 2024/25 Fiscal Year.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA THIS 8th DAY OF JULY, 2024, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter

Mayor

Nova Romero, M.M.C.

City Clerk



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

July 8, 2024
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brian Pierik, City Attorney
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2024-057 approving an agreement between the City of Carmel-by-the-Sea and Pacaso, Inc.

RECOMMENDATION:

Adopt Resolution 2024-057 approving an agreement between the City of Carmel-by-the-Sea and Pacaso, Inc.

BACKGROUND/SUMMARY:

On January 21, 2022, a Grant Deed was recorded for a home which transferred title to Dolores 7 SW of 13th LLC, a Delaware limited liability company (hereafter "Dolores Home").

Pacaso, Inc. ("Pacaso") has marketed the Dolores Home as a fractional interest sale of 1/8 shares in which in which each share owner is entitled to occupy the Dolores Home for specified dates as agreed upon by the share owners to the exclusion of the other share owners.

The City Attorney submitted correspondence to correspondence to Pacaso in 2022 taking the position that the Dolores Home constitutes a timeshare within the meaning of the City Municipal Code as that Code existed in 2022. Pacaso responded that the Dolores Home is not a timeshare and is not in violation of the City Municipal Code.

On March 27, 2023, the City adopted Ordinance 2022-007, which amended the City Municipal Code relating to timeshares.

On April 24, 2023, the City submitted Ordinance 2022-007 to the California Coastal Commission ("CCC") as a proposed amendment to the Local Coastal Plan Implementation Plan ("Implementation Plan Amendment").

On October 13, 2023, the CCC certified the Implementation Plan Amendment finding that it conforms with, and is adequate to carry out the provisions of, the certified Land Use Plan.

There is currently a good faith dispute between the City and Pacasa regarding whether the ownership of the Dolores Home violates the 2022 Code and/or Ordinance 2022-007.

In order to resolve the dispute between the City and Pacaso regarding the Dolores Home, there is proposed for the Council's consideration an Agreement ("Agreement") between the City and Pacaso which is attached to the proposed Resolution submitted with this Staff Report.

Under the terms of the Agreement, the Dolores Home will be deemed a lawsuit, nonconforming use, sometimes referred to as "grandfathering", in which a use that was permitted under the law in effect at the time of a transaction may become inconsistent with subsequent changes to the City codes.

The Agreement also provides that Pacaso will not, except for the Dolores Home, market, use, sell or purchase any real property or portion thereof in all zoning districts in the City that is fractionally-owned or intended to be fractionally-owned and would not assist others in the market, use, sale or purchase of fractionally-owned Property. Additional terms are set forth in the Agreement.

The recommended action is for the City Council to adopt the Resolution approving the Agreement with Pacaso.

FISCAL IMPACT:

No direct fiscal impact for this action.

PRIOR CITY COUNCIL ACTION:

On March 27, 2023, the City adopted Ordinance 2022-007, which amended the City Municipal Code relating to timeshares.

ATTACHMENTS:

Attachment 1) Resolution 2024-057

Attachment 2) Exhibit A - Agreement with Pacaso

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

RESOLUTION NO. 2024-057

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
APPROVING AN AGREEMENT BETWEEN THE CITY OF CARMEL-BY-THE-SEA AND
PACASO, INC.**

WHEREAS, on January 21, 2022, a Grant Deed was recorded for a home which transferred title to Dolores 7 SW of 13th LLC, a Delaware limited liability company (hereafter “Dolores Home”); and

WHEREAS, Pacaso, Inc. (“Pacaso”) has marketed the Dolores Home as a fractional interest sale of 1/8 shares in which in which each share owner is entitled to occupy the Dolores Home for specified dates as agreed upon by the share owners to the exclusion of the other share owners; and

WHEREAS, the City Attorney submitted correspondence to Pacaso in 2022 taking the position that the Dolores Home constitutes a timeshare within the meaning of the City Municipal Code as that Code existed in 2022; and

WHEREAS, Pacaso responded that the Dolores Home is not a timeshare and is not in violation of the City Municipal Code; and

WHEREAS, on March 27, 2023, the City adopted Ordinance 2022-007, which amended the City Municipal Code relating to timeshares; and

WHEREAS, on April 24, 2023, the City submitted Ordinance 2022-007 to the California Coastal Commission (“CCC”) as a proposed amendment to the Local Coastal Plan Implementation Plan (“Implementation Plan Amendment”); and

WHEREAS, on October 13, 2023, the CCC certified the Implementation Plan Amendment finding that it conforms with, and is adequate to carry out the provisions of, the certified Land Use Plan; and

WHEREAS, there is currently a good faith dispute between the City and Pacaso regarding whether the ownership of the Dolores Home violates the 2022 Code and/or Ordinance 2022-007; and

WHEREAS, in order to resolve the dispute between the City and Pacaso regarding the Dolores Home, there is proposed an Agreement between the City of Carmel-by-the-Sea and Pacaso, Inc. (“Agreement”) which is attached hereto as Exhibit A and hereby incorporated in full by this reference; and

WHEREAS, under the terms of the Agreement, the Dolores Home will be deemed a legal nonconforming use, sometimes referred to as “grandfathering”, in which a use that was permitted under the law in effect at the time of a transaction may become inconsistent with subsequent changes to the City codes; and

WHEREAS, the Agreement also provides that Pacaso will not, except for the Dolores Home, market, use, sell or purchase any real property or portion thereof in all zoning districts in the City that is fractionally-owned or intended to be fractionally-owned and would not assist others in the market, use, sale or purchase of fractionally-owned Property.

WHEREAS, other terms are set forth in the Agreement.

NOW THEREFORE, the City Council of the City of Carmel-by-the-Sea, hereby resolves as follows:

1. SECTION 1. The Recitals set forth above are true and correct and are hereby incorporated in full by this reference.

2. SECTION 2. The Agreement Between the City of Carmel-by-the-Sea and Pacaso, Inc. attached to this Resolution as Exhibit A is hereby approved and the Mayor is hereby authorized to sign this Agreement.

3. SECTION 3. The City Administrator is authorized to execute all necessary documents to effectuate the purpose and intent of this Resolution.

3. SECTION 4. This Resolution will 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 8th day of July, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

EXHIBIT A - Agreement between the City of Carmel-by-the-Sea and Pacaso, Inc.

AGREEMENT BETWEEN CITY OF CARMEL-BY-THE-SEA AND PACASO, INC.

This Agreement is entered into by and between the City of Carmel-by-the-Sea (“City”) and Pacaso, Inc. (“Pacaso”) and Dolores 7 SW of 13th LLC, a Delaware limited liability company (collectively with Pacaso and the City, “Parties”). This Agreement shall be effective on the first calendar day after which all signatories have signed this Agreement (“Effective Date”).

RECITALS

WHEREAS, the City Municipal Code until 2022 included Section 17.14.040 “Additional Use Regulations” and Section 17.28.010 “Timeshare Projects” (“2022 Code”) and a copy of said code sections is attached as Exhibit “1”.

WHEREAS, on January 21, 2022, a Grant Deed was recorded for a home located at Dolores 7 SW 13th, Carmel-by-the-Sea, California 93921 (“Dolores Home”), which transferred title to the Dolores Home to Dolores 7 SW of 13th LLC;

WHEREAS, on March 27, 2023, the City adopted Ordinance 2022-007, which amended the City Municipal Code relating to timeshares;

WHEREAS, Ordinance 2022-007 applies to the use of real property or any portion thereof in all zoning districts in the City;

WHEREAS, on April 24, 2023, the City submitted Ordinance 2022-007 to the California Coastal Commission (“CCC”) as a proposed amendment to the Local Coastal Plan Implementation Plan (“Implementation Plan Amendment”);

WHEREAS, on October 13, 2023, the CCC certified the Implementation Plan Amendment finding that it conforms with, and is adequate to carry out the provisions of, the certified Land Use Plan;

WHEREAS, there is a good faith dispute between the Parties regarding whether the ownership of the Dolores Home violates the 2022 Code and/or Ordinance 2022-007; and

WHEREAS, this Agreement is being entered into by the Parties in order to resolve their dispute regarding the applicability of the 2022 Code and Ordinance 2022-007 to the Dolores Home, and to avoid the time and expense of litigation.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, it is hereby agreed by the Parties as follows:

1. With respect to the 2022 Code and Ordinance 2022-007, the Dolores Home shall be deemed a lawful, nonconforming use pursuant to the City Municipal Code, including pursuant to Chapter 17.36 of the City Municipal Code.
2. The City shall not undertake any enforcement action against the Dolores Home or the past, current, or future owners of the Dolores Home pursuant to the 2022 Code, Ordinance 2022-007,

or any amendments thereto, or pursuant to any other past, present, or future provision of the City Municipal Code that purports to regulate timeshares.

3. Pacaso, Dolores 7 SW of 13th LLC, and the current owners of the Dolores Home, and their successors (including any subsequent owners of their property interest(s) in the Dolores Home), can continue to market, use, and sell their partial interests in the Dolores Home.

4. Any sale by Pacaso, Dolores 7 SW of 13th LLC, or a current owner of a property interest in the Dolores Home, or their successors, of a partial interest in the Dolores Home that increases or decreases the number of owners of the eight partial interests in the Dolores Home shall not be considered a change or extension of use under the City Municipal Code, provided that the number of partial interests in the Dolores Home shall not exceed eight.

5. Any maintenance, repair, alteration, or other modification to the Dolores Home, including any alteration, repair, or remodeling that enlarges, extends, or increases the floor area, building envelope, or exterior volume of or otherwise expands the Dolores Home, or any maintenance, alteration, repair, or remodeling in a 12 month period that exceeds 10 percent of the value of the Dolores Home, shall not affect the Dolores Home's status as a lawful, nonconforming use under the City Municipal Code, provided that the proposed maintenance, repair, alteration, or other modification complies with all requirements of the City Municipal Code.

6. Pacaso (including any parent, subsidiary or affiliate) shall not market, use, sell or purchase any real property or portion thereof in all zoning districts in the City ("Property") that is fractionally-owned, or intended to be fractionally owned, or any interest in an entity that owns or holds title to Property in the City that is fractionally-owned, or intended to be fractionally owned, and shall not assist in any way other persons or entities in the market, use, sale or purchase of any Property that is fractionally-owned, or intended to be fractionally owned, for as long as the City Municipal Code prohibits fractionally-owned Property. This Section 6 shall not apply to the marketing, use, or sale of the Dolores Home.

7. If at any time after the Effective Date the 2022 Code, Ordinance 2022-007, or any other provision of the City Municipal Code are amended to allow for the marketing, use, or sale of fractionally-owned Property in the City or to allow Pacaso to market, use, or sell fractionally-owned Property in the City, Section 6 shall be considered null and void and of no force or effect.

8. If at any time after the Effective Date another entity or individual is allowed by the City to engage in activity that is prohibited by the 2022 Code or Ordinance 2022-007 (including any amendments thereto) on terms that are more favorable than those set forth in this Agreement, this Agreement shall be amended to incorporate those more favorable terms.

9. This Agreement, and the obligations imposed on the Parties hereby, are limited to Property located in the City.

10. General Provisions:

10.1 Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

10.2 Binding On Successors. This Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective owners, agents, principals, shareholders, partners, joint venturers, officers, directors, trustees, attorneys, representatives, assigns, subsidiaries, parent companies, and predecessors or successors.

10.3 Construction And Interpretation. Neither the Parties nor their respective counsel shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them.

10.4 Modifications And Amendments. No amendment, change, or modification of this Agreement or any part thereof shall be valid unless in writing and signed by the Parties.

10.5 Third-Party Beneficiaries. The Parties do not intend this Agreement to benefit any other third parties or persons not a party to this Agreement, except as this Agreement expressly provides.

10.6 No Representations Of Fact. In entering into and executing this Agreement, the Parties warrant that they are acting upon their respective independent judgments and upon the advice of their respective counsel, and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other person or entity, other than the warranties and representations expressly made in this Agreement.

10.7 Governing Law. This Agreement is entered into in accordance with the laws of the State of California and shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of law principles.

10.8 Enforcement. Upon a breach by any Party, the aggrieved Party may institute proceedings to compel injunctive relief or specific performance by the other Party in breach of its obligations.

10.9 Waiver. A non-breaching Party may waive the breach of any provision of this Agreement only by executing a writing. Waiver of any breach shall not be deemed to be a waiver of any other breach of the same or any other provisions of this Agreement.

10.10 Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its or his or her obligations hereunder to carry out the express intent of the Parties.

10.11 Incorporation Of Recitals. The foregoing recitals are incorporated herein by reference and hereby made a part of this Agreement.

10.12 Counterparts and Signatures Transmitted by Email. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals. Signatures of this Agreement may be transmitted by email and shall have the same force and effect as an original signature.

10.13 Entire Agreement. This Agreement shall constitute the entire agreement among the Parties with regard to subject matter of this Agreement and shall supersede all previous agreements and understandings between the Parties. Each of the Parties acknowledges that no other party, nor any agent, representative, or attorney of any other party, has made any promise, agreement, covenant, representation, or warranty whatsoever, express or implied, concerning the subject matter of this Agreement that is not contained in this Agreement.

10.14 Rules Of Construction. The headings set forth herein have been inserted solely for purposes of convenience and shall not be deemed to modify, explain, expand, or restrict any of the provisions of this Agreement in any manner whatsoever. Words in the singular number in this Agreement shall be interpreted to include the plural, and vice versa, unless the context requires otherwise. The terms “hereof,” “herein,” and “hereby,” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole. Section references are to the sections to this Agreement unless otherwise specified. The words “include” or “including,” when used in this Agreement, shall mean “including, without limitation.” The word “or” shall not be exclusive.

10.15 Survival. All representations and warranties set forth in this Agreement shall be deemed continuing and shall survive the Effective Date, or termination or expiration of this Agreement.

10.16 Signatory Authority. The respective signatories to this Agreement each represent and warrant that they are fully authorized to enter into this Agreement on behalf of the respective Parties.

10.17 Severability. If any provision of this Agreement is later declared void, the remaining provisions of the Agreement are severable and remain binding on the Parties.

10.18 Restrictions On Use Of This Agreement. This Agreement is entered into as a compromise to avoid the inherent risks and expenses posed by litigation of the dispute between the Parties regarding the applicability of the 2022 Code and Ordinance 2022-007 to the Dolores Home. Neither the fact nor content of this Agreement, nor any action based on it, will constitute, be construed as, or be admissible in evidence as an admission of the validity of any claim or defense, of any fact alleged in any pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability or non-liability. Any Party may file this Agreement in any action that may be brought against it solely in order to support any defense or counterclaim. This Section 10.18 shall survive the expiration or voiding of this Agreement.

10.19 Attorneys’ Fees And Costs. The Parties agrees to bear their own attorneys’ fees and costs associated with or having anything to do with the negotiation and execution of this Agreement.

IN WITNESS OF THIS AGREEMENT, the undersigned Parties, being duly authorized, have caused this Agreement to be executed on the dates shown below.

[Signatures on following pages]

PACASO, INC.

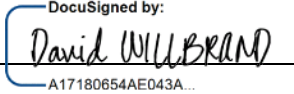
By:  _____
A17180654AE043A...

Print Name: David Willbrand

Print Title: Chief Legal Officer

Date: 6/27/2024

DOLORES 7 SW OF 13TH LLC

By:  _____
A17180654AE043A...

Print Name: David Willbrand

Print Title: Authorized Representative

Date: 6/27/2024

CITY OF CARMEL-BY-THE SEA

By: _____
Dave Potter, Mayor

Date: _____

ATTEST

Nova Romero, City Clerk

Date: _____

[Signatures continue on next page]

APPROVED AS TO FORM

A handwritten signature in blue ink, appearing to read "Caroline Van Ness", written over a horizontal line.

Caroline Van Ness, Skadden, Arps, Slate, Meagher & Flom LLP
Attorneys for Pacaso, Inc.

Brian A. Pierik, Burke, Williams & Sorensen
City Attorney
City of Carmel-by-the-Sea

CITY OF CARMEL-BY-THE-SEA 2022 CODE

17.14.040 Additional Use Regulations.

A. All Uses.

1. No new structure or modification to an existing structure shall be permitted nor shall any business license be issued that would allow the creation of publicly accessible retail space occupying fewer than 200 square feet or more than 5,000 square feet unless approved through a use permit and pursuant to the adoption of findings per CMC 17.64.200, Retail Space of Less Than 200 Square Feet or Greater Than 5,000 Square Feet.
2. No timeshare projects, programs or occupancies shall be established or permitted in any zone.
3. Except in restaurants, not more than five persons in any one individually licensed business shall be engaged in the production, repair or manufacturing of goods.
4. No use shall be permitted and no process, equipment or materials shall be employed which is found by the Planning Director or by the Planning Commission to be objectionable to persons residing or working in the vicinity by reason of odor, fumes, noise, vibration, illumination, glare, unsightliness, dust, cinders, dirt, refuse, water-carried wastes or heavy truck traffic, or involve any hazard of fire or explosion. .

17.28.010 Timeshare Projects.

Timeshare projects, programs and occupancies are prohibited uses within all of the zoning districts within the City.

17.70.020 Definitions.

The words, terms, and phrases defined in this chapter shall, for all purposes connected with this title, be construed as having the meanings respectively set forth in this chapter. . . .

Time-Share Definitions.

Time-Share Estate. A right of occupancy in a time-share project that is coupled with an estate in the real property.

Time-Share Use. A license or contractual or membership right of occupancy in a time-share project which is not coupled with an estate in the real property.

Time-Share Occupancy. An occupancy related to the situation wherein a purchaser receives the right or entitlement in perpetuity, for life, or for a term of years or other extended term, to the recurrent, exclusive use or occupancy of a lot, parcel, unit, room(s), hotel or portion thereof, or segment of real property, annually or on some other seasonal or periodic basis, for a period of time that has been or will be allotted from the use or occupancy periods into which the time-share project which is involved has been divided. The right or entitlement to occupancy may attach in advance to a specific lot, parcel, unit, room(s) or portion of a hotel, or segment of real property, or may involve designation or selection of the same at a future time or times.

Time-Share Program. Any arrangement for a project whereby the use, occupancy, or possession of real property has been made subject to a time-share estate, use, or occupancy, whereby such use, occupancy, or possession circulates among purchasers of the time-share intervals according to a fixed or floating time schedule on a periodic basis for a specific period of time during any given year, but not necessarily for consecutive years.

Time-Share Project. A project in which a purchaser receives the right in perpetuity, for life, or for a term of years, to the recurrent, exclusive use or occupancy of a lot, parcel, unit, or segment of real property, annually or on some other periodic basis, for a period of time that has been or will be allotted for the use or occupancy periods into which the project has been divided.

Vacation Time-Sharing Project. Any real property that is subject to a time-share program.



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

July 8, 2024
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Ashlee Wright, Director, Libraries & Community Activities

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Receive and review the Request for Proposals for Architectural Services for the Harrison Memorial Library provide staff with direction

RECOMMENDATION:

Receive and review the Request for Proposals for Architectural Services for the Harrison Memorial Library and direct staff to:

1. Include any further amendments
2. Release the Request for Proposals

BACKGROUND/SUMMARY:

The Ad Hoc Committee for the Library Master Plan is made up of President John Krisher and Trustee Phil Pardue. As representatives of the Board of Trustees, the Ad Hoc Committee remains committed to ensuring that library services are continuous and facilities are well-maintained during the renovation planning process and during potential renovation.

As such the Board of Trustees adopted the following guiding principles proposed by the Ad Hoc Committee to be taking into account when the Trustees are evaluating building options and/or making recommendations to Council:

1. Well maintained facilities that meet the patrons needs
2. Maximize service hours
3. No negative impact to the workforce (Library Staff)
4. No extra cost to the City residents
5. Minimal disruption to services.

2024 PROJECT TIMELINE TO-DATE

- February 28, 2024: Ad Hoc Committee requested a presentation from a Public Works representative on the current maintenance requirements for both library branches and their criticality.
- March 5, 2024: City Council received a presentation on the proposed FY 2024-2025 Capital Improvement Plan projects, which included the carryover of the Library Facilities Master Plan Phases II-IV and requested an update and presentation on Phase I Library Facilities Master Plan.
- March 20, 2024: At a special Library Board meeting the Library Director and the Public Works

Director presented on both the current maintenance requirements for the facilities and a high-level overview of the Master Plan Phase I report.

- April 2, 2024: At the regular City Council meeting the Library Director and the Public Works Director provided a presentation to the City Council and Council provided staff with direction to solicit community input to inform a Request for Proposals (RFP) for Architect Services for the renovation of the Harrison Memorial Library.
- May 16: The first of two workshops to solicit community input to inform the drafting of an RFP was canceled due to lack of public participation.
- May 23: The second of two workshops to solicit community input to inform the drafting of an RFP was attended by 7 members of the public in addition to representatives from the Board of Trustees and the Carmel Public Library Foundation Board.

One of the biggest themes of the workshop was that attendees did not want the library to change; library users like its cozy traditional library atmosphere with books and comfy seating, the variety of programs, and the hub-role that the library plays for the community. Further, staff has had a survey regarding library services open to the public (both digital and print) for the better part of this year and those survey results are in alignment with what was shared at the workshop. **Note and unrelated - At both the workshop and in the survey results the public was very clear about restoring Saturday hours which staff are working on.*

At a special meeting on June 19 the Trustees reviewed the Request for Proposals (RFP) for Architect Services, provided staff with direction for edits as follows:

1. Amend the last sentence of the second paragraph of Section "II. General Introduction and Project Description" from "validate or amend" to "validate, amend, or replace"; and replace that language where it appears throughout the RFP as it relates to the Master Plan Phase I.
2. Add language to the last paragraph of Section "III. City of Carmel and the Library" to highlight the importance of exploring opportunities for innovative design to support efficient and imaginative library services, alongside historic preservation, critical infrastructure upgrades, and gentle, community supported change.
3. Require that the Proposer include methodology and cost estimates for a phased approach to this project, in addition to the traditional cost proposal for comparison and evaluation.

Working through the development of the RFP staff originally identified three factors that need to be in balance in order for this project to be successful:

1. Community input and support of the project
2. Historic preservation needs of a public building
3. Critical infrastructure upgrades, such as seismic, electric, plumbing, ADA improvements, etc.

Based upon the input from the Trustees, staff would also include the language of #2 above regarding library innovation, as a 4th factor. These factors are discussed in section III of the RFP and serve as a theme throughout. The Architectural Firms that respond to this RFP and the firm that is ultimately awarded the contract will need to demonstrate that they are adept and experienced at balancing historic preservation needs, critical infrastructure upgrades, and innovation while ensuring that necessary changes happen gently and thoughtfully to balance infrastructure needs with community expectations.

With the aforementioned amendments, the Trustees recommend that the RFP be remanded to the City Council for final review approval and that the City Council approve the RFP for release.

FISCAL IMPACT:

None related to issuance of an RFP.

PRIOR CITY COUNCIL ACTION:

At its regular meeting held April 2, Council directed staff to solicit community input to inform a RFP for Architect Services.

ATTACHMENTS:

Attachment 1) RFP Architect Services Harrison Library



City Of Carmel-by-the-Sea

REQUEST FOR PROPOSALS (RFP)

RFP #2024-25-001 **REQUESTS FOR PROPOSALS FOR** **ARCHITECTURAL SERVICES FOR THE** **HARRISON MEMORIAL LIBRARY RESTORATION AND** **RENOVATION PROJECT**



Proposals must be postmarked by Friday, August 23, 2024.

Table of Contents

I. Request for Proposals.....	2
II. General Introduction and Project Description.....	3
III. City of Carmel-by-the-Sea and Library.....	3
IV. Qualifications and Related Experience.....	4
V. Scope of Services.....	5
VI. Submittal Requirements.....	11
VII. Instruction for Proposals.....	13
VIII. Evaluation Criteria.....	14
APPENDIX 1 - Tentative Schedule.....	16
APPENDIX 2 - Sample Professional Services Agreement.....	17

I. REQUEST FOR PROPOSALS

The CITY OF CARMEL-BY-THE-SEA (hereinafter "City") requests proposals from qualified persons/organizations for the purpose of providing professional architectural services for the renovation of the Harrison Memorial Library. Proposals shall be submitted to

City of Carmel-by-the-Sea
ATTN: Nova Romero
City Clerk
P.O. Box CC, Carmel-by-the-Sea, CA 93921

Proposals must be postmarked no later than Friday, August 23, 2024.

SCOPE OF SERVICES. The City has prepared an outline of required services in Section V. SCOPE OF SERVICES, of this Request For Proposals ("RFP").

REQUESTS FOR CLARIFICATION OF THE RFP. If any Proposer has any question regarding the meaning of any part of this RFP, or finds discrepancies in or omissions from this RFP, the Proposer shall submit via electronic mail a written request for clarification to City Clerk, Nova Romero, nromero@ci.carmel.ca.us. The deadline to submit questions is Friday, August 2, 2024 by 5:00 p.m. All questions and City responses shall be posted on the City's website by 5:00 p.m. on Friday, August 9, 2024.

PROPOSAL INSTRUCTIONS. Instructions for the submission of proposals are set forth throughout this RFP. Proposal shall be no longer than 25 pages in length.

CITY'S REVIEW OF PROPOSALS. All proposals deemed responsive shall be reviewed and evaluated by a committee composed of City representatives, Carmel Public Library Foundation representatives, and members of the public in order to determine which proposal best meets the City's needs. The criteria by which to evaluate proposals is set forth in this RFP. The City reserves the right to extend an invitation for interview, to reject any and all proposals and / or waive any irregularities in any proposal.

AWARD OF AGREEMENT. The City currently anticipates awarding a negotiated professional services agreement for Architectural Services for the Harrison Memorial Library Restoration and Renovation Project. A copy of the City's Professional Services Agreement form is attached in Appendix 1. No proposal or professional services agreement shall be binding upon the City until the Agreement is signed by the selected Proposer and executed by the City.

MANDATORY PRE-PROPOSAL SITE TOUR. The City will hold a mandatory pre-proposal site tour Tuesday, July 23 beginning at 9:00 a.m. at the Harrison Memorial Library at the Northeast corner of Ocean Avenue and Lincoln Street.

II. GENERAL INTRODUCTION AND PROJECT DESCRIPTION

The City of Carmel-by-the-Sea (hereinafter referred to as the “City”) is soliciting proposals from Licensed Architectural firms (hereinafter referred to as “provider” or “Proposer”) to provide professional services for design, community engagement, and preparation of bid documents and construction support for the restoration and renovation of the historic Harrison Memorial Library (herein referred to as the “Library”). The scope of work includes design development, community outreach, engineering, preparation of bid documents, and bidding/construction support for Public Works competitive bidding, construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

The Harrison Memorial Library restoration and renovation project will improve ADA accessibility, in addition to restoring a historic building. A Master Plan was completed by Jayson Architecture in July of 2023 for both the Harrison Memorial and Park Branch Library buildings, however the focus of this RFP and scope of work is only for the Harrison Memorial Library. The selected firm will be tasked to work with the City, Harrison Memorial Library Board of Trustees, and Carmel Public Library Foundation, project managers, and the community at large to validate, amend, or replace the current conceptual program and proceed with the Scope of Work outlined by the City.

III. CITY OF CARMEL AND THE LIBRARY

Carmel-by-the-Sea was first incorporated as a City in 1916. It was founded by artists and writers – among them Jack London, George Sterling, Mary Austin and Robinson Jeffers. Carmel-by-the-Sea is rich in natural beauty and prides itself on its white sand beach, landscaped bluffs, urban forest, and natural park lands, has a wonderful downtown with diverse shopping, and an accessible and responsive government. The City is a world-renowned tourist destination located on the Monterey Peninsula in central California. Home to 3,722 residents, this one-square mile village in a forest by the sea is known for its natural beauty and rich artistic history.

The Library is a City Department and as such adheres to all City policies and procedures. The Library is governed by the Harrison Memorial Library Board of Trustees, appointed by the City Council, who approve the annual operating budget, approve and enforce library specific policies, have the oversight of both Library facilities, and make recommendations to the City Council regarding the Library when needed.

The Library has three funding sources: 1. The City of Carmel-by-the-Sea which funds staff salaries and building maintenance for both library buildings; 2. The Friends of Harrison Memorial Library which formed in 1971 and raises funds to support operations; and 3. The Carmel Public Library Foundation (“CPLF”) which was established in 1990 and provides for the majority of the Library’s operating budget and additional special projects from time to time. It is anticipated the funds for this project will be raised by the Carmel Public Library Foundation.

Library service in Carmel began in 1906, when the Carmel Free Library Association began lending books from a little redwood building. For a fee of one dollar per year, people could borrow any one of 500 books from the Association’s “Reading Room” heated by a wood burning stove. The Harrison Memorial Library building opened in 1928 and was designed by California architect Bernard Maybeck, built by local contractor M.J. Murphy, and financed by a bequest from Ella Reid Harrison as a memorial to her husband, California Supreme Court Justice Ralph Chandler Harrison. The library has had two additions: one in 1949, followed by another expansion in the 1970’s. In 1988 the Crocker Bank located on the corner of Mission Street and 6th Avenue, 3 blocks away from the Harrison Library was purchased by Mayor Clint Eastwood to serve as the Children’s Library and Local History repository.

In 2023 the City of Carmel-by-the-Sea engaged Jayson Architecture to prepare a Phase I conceptual design for

both library facilities, which has been reviewed by the Library Board of Trustees and City Council. Attachment 1
As part of this project there will be a first phase of conceptual design, during which time this conceptual design completed by Jayson Architecture will be revisited and reconsidered based upon new input from the City, the selected Architectural firm, and members of the community through public outreach. Project information and supporting documents can be viewed at ci.carmel.ca.us/harrison-memorial-library-board-trustees

This spring, at the direction of the City Council staff held two public workshops to ascertain how the community sees the library being used into the future to inform this Request for Proposals. While the first workshop held May 16 was not attended by any members of the public, the second workshop held May 23 was attended by a small group. One of the biggest themes was that attendees did not want the library to change; library users like its cozy traditional library atmosphere with books and comfy seating, the variety of programs, and the hub-role that the library plays for the community. The Architectural Firm that is awarded this contract will need to be incredibly adept at balancing historic preservation needs, exploring opportunities for innovative design to support efficient and imaginative library services, and integrating critical infrastructure upgrades, while ensuring that necessary changes happen gently and thoughtfully to balance infrastructure needs with community expectations.

IV. QUALIFICATIONS AND RELATED EXPERIENCE

The City is seeking Architectural services specializing in the preservation and rehabilitation of California's historic structures and fully versed in the Secretary of the Interior's Standards as well as, the State of California's Historical Building Code and their implications on individual projects. The selected firm will provide architectural restoration recommendations, and design plans while ensuring the integration of modern amenities without compromising the building's historical integrity. In addition the firm will have demonstrated, through its body of work, expertise in the restoration and seamless upgrading of historic buildings and a researched understanding of the region's built tradition.

Proposals will be considered only from Architectural firms who can demonstrate the following minimum qualifications:

1. Architectural firm is licensed to practice architecture in the State of California, and is able to effectively provide the required professional services.
2. The individual or individuals or sub-consultants who will be assigned the responsibility to projects shall have significant experience in design and construction consulting within the last five years in the State of California.
3. Proposer and staff shall be knowledgeable of all applicable building codes, American with Disabilities Act / Facilities
4. Experience in with building conservation, historic preservation, sustainability, and the interrelationship between older structures and community context.
5. Experience with design and construction consulting for public buildings.
6. Transition Plans, federal, state and local by-laws as applicable.
7. History of successfully managing other contracts with public or private agencies
8. Ability to meet any required timelines or other requirements.

V. SCOPE OF SERVICES

General Services. The Proposer will demonstrate that they can perform all architectural, engineering and project management related work necessary to prepare plans and specifications suitable for public works bidding to restore the historic Harrison Memorial Library, including:

1. A traditional approach to renovation during which the library is closed and services are relocated for the duration of construction; and
2. A phased approach to renovation that allows the library to remain open and operational during the project, with construction impacts minimized to the fullest extent.

Consultant services shall include, but are not limited to: project management, design development, bid documents, bidding support, and construction support services.

Architectural and engineering services shall consist of all items of work necessary for verification of building program, site planning, exterior schematic design, city review, design development, City development review, construction documents, plan submittal, contract documents, and construction administration for an approximately 7,300 square foot Library. The architect selected for this project will peer review a completed Phase I conceptual program and finalize the building program. The selected Architectural Firm will perform the following services which will include but is not limited to:

- Design Development
- Conceptual design
- Schematic design
- Mechanical Engineering and design
- Electrical Engineering and design
 - Provide design and coordination of Intermediate Distribution Frame (IDF)/Main Distribution Frame (MDF) which includes the following:
 - Electrical Diagram (include circuit panels, wiring specs, power distribution)
 - Low Voltage Diagram (fiber cables, CAT 6 cables, patch panels, conduits and/or cable trays, wireless access points, card key access panels, CCTV, IP based PA system)
 - Note that design team shall coordinate with City to document all elements necessary to make low voltage system a “turn-key” process
- Structural Engineering and design including Seismic Analysis (in coordination with the Public Works Department)
- Plumbing Engineering and design (in coordination with the Public Works Department)
- Utilities Design and Coordination
- Lighting Engineering
- Acoustical Engineering to mitigate excessive site noise
 - For sensitive spaces, room acoustics for community room, meeting and study rooms and the stack/study areas and HVAC noise and vibration for all spaces
- Security System design
- Hazardous Materials handling
- Artistic renderings
- Interior Design Services including interior materials, finishes, and fixtures
- Audio Visual (A/V) system design including related electrical and data requirements

- Full Building Energy Modeling for LEED v4 & Title 24. Needs to meet Calgreen mandatory measures and LEED Gold w/ verification by LEED AP. This item is to be an optional service and should be included as such in the cost proposal.
- Signage consultant to design turnkey signage package for informational, directional, site, and fire and life safety signage.
- Management of all engineering and specialty consultants
- Construction cost estimation
- Preparation of Construction Documents for plan check submittal and bidding
- Construction administration and support
- Post-occupancy review and minor re-designs as needed

Project Management. The Architectural Firm will be the primary responsible party for managing the project's schedule and consultant contract budget. In addition, the Architectural Firm is expected to attend a monthly progress meeting and prepare action item logs for subsequent follow-up. The Architectural Firm is expected to maintain frequent and timely communication with City staff and the CPLF throughout the duration of the project.

All project schedules shall be prepared in Gantt chart format. Three weeks for each City review shall be included. Schedule updates shall be provided at all progress meetings. Architectural Firm's own team should have provisions for quality assurance/quality control over the work product prepared for the City. A statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions. The Architectural Firm is expected to communicate often and early with respect to the schedule and budget.

The Consultant team will complete the following tasks and meetings throughout the duration of the project.

- Bi-weekly project management conference call with the City (may be combined with another project meeting as appropriate)
- Monthly Progress in person Check-in with the City
- Progress Check Ins with key stakeholders at intervals appropriate to the development of the design (may be combined with another project meeting as appropriate, if not combined, maximum of 5 separate meetings)
- Meeting Documentation (Agenda and Minutes for any ABA led or facilitated project meeting)

Design Development. The Architectural Firm shall be the Engineer of Record and responsible for design and preparation of complete plans and technical specifications for the project. The Architectural Firm must perform an adequate field investigation to confirm existing conditions.

Because there already exists a conceptual design for the Library, there will be a first phase of conceptual design review, during which time this conceptual design will be revisited, reconsidered and revised, or replaced based upon new input from the clients, the selected firm, and members of the community through a public outreach effort. Links to the conceptual design materials and supporting documents are available at ci.carmel.ca.us/harrison-memorial-library-board-trustees

The selected Architectural Firm shall be responsible for working with City staff, the Library Board of Trustees, and the Carmel Public Library Foundation to facilitate the community outreach and participation process in coordination with the project manager and the City. To date the City has conducted minimal community outreach. Most of these outreach efforts will take place during the conceptual design refinement and schematic

design phases, but follow up during later phases will also be required. It is incredibly important that all members of the community have an opportunity for their voice to be heard.

All work is to be in compliance with all applicable rules, regulations, code, law, and good practice for public facilities. When possible, the Architectural Firm shall incorporate “green” building/construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations and subsequent design.

Use of contractors, and all applicable subcontractors which are required to pay prevailing wages, requires registration with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration) before bidding, being awarded, or performing work on public works projects in California. This includes those performing surveying work, material testing, inspection, trucking, boring, potholing, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. Specifications shall be prepared accordingly.

Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price. Plans and specifications shall not specify proprietary products or services.

The City will facilitate (setup, lead, document outcomes) for all Core Team meetings. The Architectural Firm will attend a total of up to 3 Core Team meetings during design development and will incorporate comments and decisions from these meetings into the design.

The Architectural Firm will prepare for, facilitate, and document meeting(s) in which the City and Firm will:

- Review Design
- Review Pertinent Regulations
- Review Regulatory Approval Process & Requirements.
- Discuss any potential issues or concern with the following groups:
 - City Council
 - City Administrator’s Office
 - Harrison Memorial Library Board of Trustees
 - Carmel Public Library Foundation Board of Directors
 - Public Works Department
 - Community Planning and Building Department (as applicable)

Conceptual Design Refinement. The conceptual design phase shall include refinement of the pre-existing conceptual design prepared by Jayson Architects. During this phase, there will be additional public outreach and coordination with the clients, City, CPLF, and the City Council. A presentation to City Council will be required to get approval to proceed with the 30% design.

Links to the conceptual design materials are available at
ci.carmel.ca.us/harrison-memorial-library-board-trustees

30% Submittal & Design Review. The Architectural Firm will submit the 30% complete Design Development Set of the proposed restoration and renovation of the Library for City and CPLF review, including hand drawn renderings. The Architectural Firm will submit three (3) full size sets and three (3) half size sets as well as a

PDF digital copy. The 30% submittal will be provided three weeks prior to the following core team meeting to review City Comments. The 30% submittal will include:

- Cover sheet and plan sheets with base mapping and preliminary details.
- Hand drawn renderings
- Cut sheets for equipment/appurtenances.
- Schematic Materials Palette
- Coordination of utilities
- Project schedule update
- 30% construction cost estimate
- Table of Contents list for technical specifications
- Water Efficiency design calculations
- Energy model
- Status of application for PG&E
- LEED checklist on track to meet LEED Gold (optional)
- Documentation of outreach with franchise utility companies for facilities needing to be relocated or adjusted to grade as a result of the proposed construction activities

Page Turn Meeting. The Architectural Firm will prepare for, facilitate, and document a Page Turn meeting in which we will review the 30% design submittal for the renovation of the Library. The Architectural Firm will present the design submittal including key features of the plans to project reviewers and answer questions and note any initial comments. The City and CPLF team will then review the plans and provide complete comments following the meeting.

Presentation. The Architectural Firm shall present the 30% plans to the Harrison Memorial Library Board of Trustees, Carmel Public Library Foundation Board of Directors, as well as the City Council for review. These meetings will be open to the public and feedback from the Boards/Council/Public will be received and incorporated in the design documents.

75% Submittal & Design Review. The Architectural Firm will submit the 75% complete Design Development Set of the renovation of the Library for City and CPLF Review, Plan Check, Constructability Review and Bid-Ability review. Consultant will submit three (3) full size sets and three (3) half size sets as well as a PDF digital copy. The RFP for the Harrison Memorial Library 75% submittal will be provided three weeks prior to the following core team meeting to review City Comments. The 75% submittal will include:

- 75% Plans with all subcontracted work accounted for in this submittal. All project details have been accounted for.
- 75% specifications including technical specifications and special provisions, with recommended changes in track changes format.
 - Bid schedule and item descriptions
 - A list of minimum required submittals during construction
 - List of information available to Bidders (provided by City)
 - A table listing all inspections (including any special inspections and materials testing) and associated responsibility
 - A table list of material warranties, and associated warranty periods
- Updated Materials Palette
- Project schedule update
- 75% construction cost estimate (bid schedule)
- Utility conflicts have been resolved or a timeline for resolution has been determined

- Responses to the City's 30% review comments
- New utilities
- LEED checklist (optional)

100% Submittal.

The Architectural Firm will submit the 100% complete Design Development Set of the restoration and renovation of the Library for City and CPLF Review, Plan Check, Constructability Review and Bid-Ability review. The Architectural Firm will submit three (3) full size sets and three (3) half size sets as well as a PDF digital copy. The 100% submittal will be provided three weeks prior to the following core team meeting to review City and CPLF comments. The 100% submittal will include:

- Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on the plan set cover sheet with the transmittal of the final plans and specifications:
 - "The undersigned hereby maintains that a professional peer review of these plans and the required designs was conducted by me, a licensed Architect with expertise and experience in the appropriate fields of architecture equal to or greater than the Architect of Record, and that to the best of my knowledge and belief the appropriate corrections have been made."
- 100% specifications
- Reviewed bid instructions
- Finalized technical specifications
- Finalized Special Provisions
- Finalized Materials Palette
- Project schedule update
- 100% construction cost estimate
- Responses to the City's 75% review comments, along with return of mark ups
- New utilities
- LEED check list (optional)
- PG&E new service
- Prepare submittal for the City building department and obtain a building permit

The Architectural Firm will complete the following:

- 100% Design Construction Document Set
- Written Responses to City Comments
- Meeting Documentation

Submittal of Bid Package. The Architectural Firm will submit the Bid Package. The bid package will incorporate the City's final comments from the 100% submittal, including incorporation of all other team and stakeholder comments. The Bid Package submittal will include hard copies and digital format (PDF and native format) of each of the documents listed below:

- One hard copy full size set of drawings stamped and signed on each sheet by the Architect of Record and by discipline, as well as a PDF digital copy.
- Technical specifications, with cover sheet stamped and signed by all required disciplines in PDF format.
- Final project schedule update
- Final construction cost estimate

Deliverables

- Bid Package

- Drawings
- Technical Specifications
- Revised Special Provisions
- Construction Cost Estimate
- Written Responses to City Comments
- LEED checklist (optional)

Bid Services. The fourth phase, Bid Services, will support the bid process through the City's project manager (PM). During bidding, all communications will be directed through the City's PM. This phase will include:

- Architectural Firm attendance at a pre-bid meeting
- Response to all bidder's requests for information (RFIs)
- Support City's coordination efforts to inform plan-holders of significant responses to RFIs.
- Preparation of addenda as necessary. If addenda to bid documents are extensive and are because of the Architectural Firm's work product, conformed documents shall be prepared at no expense to the City. City will provide reproduction services.

Phase 4 Deliverables. The Architectural Firm will complete the following:

- Responses to Requests for Information
- Addenda
- Conformed Documents, if required

Construction Services. Construction Services will support project construction through the City or the City-hired Construction Management Firm. This phase will include:

- Attend and prepare information for a coordination meeting between the design team and the construction management team. The Architectural Firm shall be prepared to address:
 - Key Project Design Drivers
 - Possible construction pitfalls as it relates to meeting design intent
 - Items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
 - Attend the pre-construction meeting.
 - Attend approximately 10 periodic construction progress meetings, but quantity will be adjusted as appropriate to the schedule and pace of the work
 - Participate in the final walkthrough and development of punch lists.
 - Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
 - The consultant shall stamp and sign any revisions to the contract plans as a result of responses to RFIs or as a result of executed change orders. Consultant shall ensure that all changes are in compliance with the applicable codes and coordinate with DSA.
 - Review and respond to all submittals within the period allocated in the contract documents.
 - Review any proposed substitutions, if any, for conformance to plans and specifications.
 - Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
 - Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. Final Record Drawings will be submitted electronically, in PDF and CAD format.
 - Participate in the "Lessons Learned Meeting" with all parties at the end of the project

Reimbursable Expenses and Markups. For preparation of the cost proposal template and invoicing during the project, no markups shall be allowed on reimbursable expenses and the maximum markup on each sub-consultant shall be 5%. Optional services, if any, may be included as separate line items in the cost proposal.

Construction Deliverables. The Architectural Firm will complete the following:

- Responses to Requests for Information
- Submittal Reviews
- Punch list
- LEED Checklist and corresponding letter by project LEED AP noting intent to achieve LEED Gold (Optional)
- As-Built Drawings
- Meeting Documentation

VI. SUBMITTAL REQUIREMENTS

Proposal Requirements. The proposal should include elements and be organized in the order presented below.

1. Transmittal or Cover Letter
 - a. To the attention of: Nova Romero, City Clerk, P.O. Box CC, Carmel-by-the-Sea, CA 93921
 - b. Signed by an officer of the prime consultant. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign.
2. Acknowledgement of Addenda
 - a. If any addenda are issued, you must acknowledge your receipt of them either by including a statement in your transmittal letter or by returning signed addenda with the proposal.
3. Firm Profile and Project Team
 - a. Project Architect description.
 - b. The prime consultant and sub-consultants (if applicable) must be able to demonstrate expertise, experience, and the ability to provide the services and complete the tasks described in Section VI Scope of Services. The expertise and experience include, but is not limited to, electrical, mechanical, and structural engineering and architectural services. Include a brief description of the prime consultant firm (firms) and sub-consultant team (if applicable), including number of employees and years in business.
 - c. Prime(s): Provide a detailed resume of the proposed principal-in-charge, the lead engineer, and any other parties that will be responsible for this project. The lead engineer shall be a full-time employee of the prime(s). Clearly identify each individual's relevant experience (former projects) with photos.
 - d. Sub-Consultants: Provide a detailed resume of the proposed project manager (PM), who shall be a full-time employee of each sub-consultant for this project. Clearly identify the PM's relevant experience (former projects) with photos.
 - e. Confirm that the key project personnel identified by the prime consultant and sub-consultants shall not be substituted without approval of the City. The City must also approve any new, key team members.
 - f. A table of organization setting forth the project manager, supporting staff, and sub-consultants.
4. Relevant Experience – Prime Consultant and Sub-Consultants
 - a. Describe experience in providing the necessary services for at least three (3) projects similar in

size and scope to the individual projects listed in Section I.C. Project Description, with a minimum construction value of at least \$750,000 for each example project. For each project, provide the following information:

- Client name, project name and location.
- Description of project scope.
- Month and year commenced and was (or will be) completed.
- Project construction cost.
- Contract amount.
- Firm's project responsibility.
- Names of key personnel involved in working on the projects.
- Two (2) client references for each project, including contact names, addresses, and telephone numbers.

5. Project Approach, Organization, and Local Presence

- a. With reference to Section I. Project Information of this RFP, present your approach and organization for providing services on these projects. Indicate your understanding of the critical project elements, and what special approaches your team will feature to manage these elements.

6. Project Timeline and Schedule

- a. Layout the proposed timeline of the project through completion of construction and post-construction occupancy review, including an alternative timeline that takes a phased approach to construction allowing the library to stay open during construction.
- b. Describe the time schedule for each proposed task and subtask. Indicate proposed work periods, milestones, and proposed completion dates, as well as anticipated regular meeting periods

7. Additional Services

- a. The consultant may propose any additional, optional services it believes would complement or augment the scope of services requested by this RFP. The City reserves the right to consider these additional, optional services in its evaluation of proposals and may, at its sole discretion, award additional, optional services to any proposer.

8. A summary of the consultant's understanding of the contract requirements as a whole and the unique capabilities to perform the services required.
9. An identification of any modifications to the attached Professional Consulting Services Agreement (APPENDIX A) the consultant would require prior to entering into an agreement with the City.

Cost Proposal and Hourly Billing Rates. The Architect shall provide a separate fee proposal for the requested services. The actual dollar fee paid to the Architect shall be fixed. The architect's cost proposal shall also include all fees to be paid to the Architect's consultants. In addition to the fixed fee for the project, the architect shall provide a schedule of hourly billing rates for the various levels of staff who may participate in the project, should the need for extra services arise. No additional markup will be allowed on fees quoted.

The cost proposal shall be submitted with the Proposal in a separate, sealed envelope marked "LIBRARY-COST PROPOSAL", with the architectural firm name. Payments to the architect shall be made on a monthly basis and shall be in proportion to services performed.

All prints and reproduction charges for documents used by Architect and their consultants for their "in house" use are to be included in the contract price. Electronic copies of any prints are preferred for City check sets, progress sets and all plans required for City plan checks. If paper copies are needed they will be requested

specifically by the City and will be considered reimbursable expenses. All reimbursable expenses shall require prior authorization from the City. Attachment 1

1. The prime consultant shall provide a cost proposal to accomplish each deliverable and phased task (per Section I.D. Scope of Services).
2. The prime consultant and sub-consultants shall provide a complete list of all staff hourly rates of the positions by name that would be invoiced, i.e., Principal, Lead Engineer, CAD drafter, Administrative Support, etc. Hourly rates shall be divided into base salary, fringe benefits, overhead, indirect cost surcharges, profit, consistent with Caltrans Local Assistance Procedures Manual for federally-funded A&E contracts.
3. The prime consultant shall self-perform at least 50% of its proposed contract amount.
4. The contract amount will be an actual cost-plus-fixed fee with a maximum not-to-exceed amount. During the contract term, there is no provision for hourly rate increases or adjustments. If an amendment to extend the contract expiration becomes necessary, hourly rate increases/adjustments will be permitted in accordance with Caltrans LAPM and applicable local ordinances.
5. The proposal shall show a lump sum cost estimate for each task identified with a breakdown. In addition, sub-consultants should be identified in the scope of work.
 - a. Provide cost estimates for each subtask by classifications, providing hourly billing rates for personnel, with the estimated total based on hourly estimates. The estimate shall include all clerical, administrative, and support functions.
 - b. The cost estimate shall include provisions for meeting with the agency to report progress of the work
6. The proposal will included cost estimates for both:
 - a. A traditional approach to renovation during which the library is closed and services are relocated for the duration of construction; and
 - b. A phased approach to renovation that allows the library to remain open and operational during the project, with construction impacts minimized to the fullest extent.

VII. INSTRUCTIONS FOR PROPOSAL

Format Of Envelope For Proposal. The Submitter shall deliver the proposal in a sealed envelope clearly marked on the outside: "**PROPOSAL FOR HARRISON MEMORIAL LIBRARY**" as well as the name of the proposer.

Quality Of Proposals. Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the proposal should be on responding to the core requirements set forth in this RFP.

Proposer's Signature / Cover Letter. An authorized representative of the Proposer shall sign the cover letter which identifies the legal name of the Proposer, along with name of contact person, address, phone number, and email address. The cover letter may also be supplemented by a brief narrative about why the proposer is interested in this opportunity.

Contents Of Proposal. In addition to the cover letter, the Proposer shall provide five sections in the following order: (A) Qualifications and Related Experience of Proposer, (B) Proposed Scope of Services, (C) Approach to Architectural Services, (D) Project Timeline and Schedule, and (E) If applicable any additional proposed services not covered in this Request for Proposals. Proposals shall be no longer than 30 pages in length.

City's Review Of Proposals. After the proposals are received, an evaluation committee consisting of City staff, Library Board Trustees, Carmel Public Library Foundation representatives, and community stakeholders shall review all proposals for responsiveness to the RFP. In reviewing the proposals, the City will consider all elements identified in the Evaluation Criteria section shown below. Proposers who do not meet the evaluation criteria will be notified that they will not be advancing in the evaluation process.

Award Of Agreement. Upon completion of the review period, the City shall notify those Proposers who will be considered for further evaluation. All Proposers so notified shall meet with the City's designated Manager(s) to discuss entering into a Professional Services Agreement for architectural services for the renovation of the Harrison Memorial Library.

1. If the City determines, after further evaluation and negotiation, to award a Contract, a Contract shall be sent to the successful Proposer for the Proposer's signature. No proposal shall be binding upon the City until after the Agreement is signed by duly authorized representatives of both the Proposer and the City.
2. The City reserves the right to reject any or all proposals, and to waive any irregularity. The award of the Agreement, if made by the City, will be based upon a total review and analysis of each proposal.

Proposals Are Public Records. Each Proposer is hereby informed that, upon delivery of its proposal to the City, the proposal is the property of the City.

1. Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful Proposer, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, *et seq.*), unless there is a legal exception to public disclosure.
2. If a Proposer believes that any portion of its proposal is subject to a legal exception to public disclosure, the Proposer shall: (1) clearly mark the relevant portions of its proposal "Confidential"; and (2) upon request from the City, identify the legal basis for the exception from disclosure under the Public Records Act; and (3) defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

VII. EVALUATION CRITERIA

The City is seeking comprehensive proposals addressing all sections identified. The maximum number of pages for the proposal, including cover letter, contents, resumes, and exhibits, shall not exceed 25 pages. Covers and tabs are not counted. The following criteria will be considered by the City:

1. Responsiveness to this RFP
2. Qualifications and related experience
3. Project Understanding – Understanding of the project requirements, familiarity with available construction methods, limitations and benefits and recognition of potential project challenges. **20**

4. Construction Experience – Technical experience in performing work of a similar project scope and size. **20**
 5. Familiarity with Local Government Project Development Procedures **15**
 6. Problem Solving – Firm and project team's ability to problem solve construction issues effectively and to be situationally adaptable. **15**
 7. Approach to Communicating with the City/Local Presence – Ability to commit and maintain staff for the duration of the project for management, inspection, and testing. **15**
 8. Personnel Qualifications – Detailed list of qualifications of staff to be assigned to the project **10**
 9. Additional Services and Firm Flexibility – Firm's ability to provide additional services that may be a part of an individual project's conceptual, environmental, design, or construction management phase, using other resources available within the firm or its subconsultants. **5**
- TOTAL: 100**

Based on the recommendation of a committee composed of City representatives, Carmel Public Library Foundation representatives, and members of the public review of the response to the RFP's, the City will select firms to interview. Final selection will be based on the review of proposals, follow-up discussions with selected firms, and recommendations from past and current clients.

Final approval will be at the discretion of the City Council of Carmel-by-the-Sea. The City, with input from the CPLF, reserves the right to negotiate directly with only one (1) firm or discontinue this process at any time.

***TENTATIVE SCHEDULE - RFP #2024-25-001**
ARCHITECTURAL SERVICES CONTRACT
Harrison Memorial Library Restoration and Renovation

Date	Activity
TBD week of Jun 16, 2024	HMLBT Review of RFP
Monday, July 8, 2024	City Council Review of RFP
Wednesday, July 10, 2024	RFP released
Friday, July 23, 2024	Mandatory Walk-through
Friday, Aug 2, 2024	Questions from architects due
Friday, Aug 9, 2024	Answers to questions from City due
Friday, Aug 23, 2024	Proposals due - postmarked no later than 08/23
Week of Aug 26, 2024	Meet with and distribute proposals to review committee
Week of Sep 2, 2024	2nd meeting with review committee to select proposers for interviews
Week of Sep 16, 2024	Interviews with selected Architectural Firms
Week of Sep 23, 2024	Deliberations
Friday, Sep 27, 2024	Final selection
October 2024	Contract negotiations
Tuesday, Nov 5, 2024	City Council contract approval

*This schedule is subject to change. Proposers will be notified of any amendments to this schedule.

PROFESSIONAL SERVICES AGREEMENT

for the

**[Name of the Project and/or type of services
Agreement #]**

THIS AGREEMENT is executed this ____ day of _____, 202__, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and **[Name of Consultant]**, (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: **[insert general description of the scope of work]**. The Scope of Services is attached hereto as Exhibit "A." The Scope of Services under this Agreement shall 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.

B. **Change Orders.** Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid. The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written Change Order to this Agreement ("Change Order"), signed by the City and Consultant, prior to commencement of any such changes of the Services. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without an executed Change Order issued prior to proceeding with amended services. All other terms of this Agreement shall apply to authorized Change Orders.

2. COMPENSATION

A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Fee Schedule (Exhibit "B"), in a total amount not-to-exceed _____ Thousand ____ Hundred and ____ Dollars (\$____.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. Payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until the Services have been satisfactorily performed.

B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:

- i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;
- ii. Invoice number and date;
- iii. A brief description of services performed for each project phase and/or task;
- iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;
- v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;
- vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;

xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.

xiii. Copies of subconsultant and vendor lien releases.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

C. **Adjustment of Fees.** The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B “Change Orders” above. Should Consultant consider that any request or instruction from the City’s Project Representative constitutes a change in the scope of services, Consultant shall so advise the City’s Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.

D. **Hourly Rates.** Payment for all authorized services, including payment for authorized on-call, as-needed services, shall be made by the City to Consultant in accordance with the various hourly rates as set forth in the Consultant’s Fee Schedule (Exhibit “B”).

E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods will be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant’s Fee Schedule (Exhibit “B”). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

F. **Audit and Examination of Accounts:**

i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.

ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.

iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.

iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in all contracts with assignees or subconsultants under this Agreement.

v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder. All records, which pertain to actual disputes, litigation, appeals or claims, shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

[INCLUDE THE FOLLOWING SECTION IF PSA IS FOR AN ON-CALL AGREEMENT OR CONTAINS OPTION FOR ON-CALL WORK]

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 shall commence by [start date of contract] and shall be completed by [end date of contract] unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)", in a timely manner or in accordance with the agreed upon Change Order Project Schedule.

B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

C. **Project Schedule.** Services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "C". The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.

[THE FOLLOWING PARAGRAPH TO BE INCLUDED IF A PROJECT SCHEDULE IS NOT REQUIRED BUT SPECIFIC PROJECT DATES ARE KNOWN OR REQUIRED]

If a Project Schedule is not required, Consultant shall perform the Services under this Agreement in accordance with the following phase, task and/or milestone dates:

[List phase, task, milestone, funding, design, design review, construction and other deadline dates as applicable]

D. **Notice to Proceed**. Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. **CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS**

A. **Listed Employees and Subconsultants**. Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto in Exhibit "A".

B. **Substitution of Employees or Subconsultants:**

i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "A" without the prior written approval of the City, and such approval shall not be unreasonably withheld. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.

ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.

iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.

C. **Sub-agreements with Subconsultants**. Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.

D. **Not an Agent of the City**. Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by

Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

E. Independent Contractor:

i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.

ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Email: _____

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: _____
 Title: _____
 Address: _____
 Telephone: _____
 Email: _____

C. **Meet and Confer**. Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.

D. **Communications and Notices**. All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
- i. All insurance required under this Agreement must be written by an insurance company either:
 - a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
 - b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
 - ii. Each insurance policy required by this Agreement shall not be canceled, except with prior written notice to the City.
 - iii. The general liability and auto policies shall:
 - a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Carmel-by-the-Sea shall be excess to the Consultant's insurance and shall not contribute with it.
 - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
 - iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant shall file a new or

amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.

vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.

vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

8. PERFORMANCE STANDARDS

A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.

B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

Attachment 1

D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.

B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.

C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.

B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.

C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event

Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.

E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.

B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the Consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with

anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;

B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;

C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;

D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;

E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.

B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City Administrator or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.

C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 shall be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute shall be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator shall have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and shall be subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A “Prevailing Party” shall be determined in the Arbitration, and the prevailing party shall be entitled to reasonable attorney’s fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs shall include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees shall be considered costs recoverable in that proceeding, and be included in any award.

14. TERMINATION OF AGREEMENT

A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:

- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
- ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
- iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
- iv. Fails to observe or comply with the City’s reasonable instructions;
- v. Breaches the Conflict of Interest provisions of this Agreement; or
- vi. Otherwise violates any provision of this Agreement.

B. **Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.

C. **Steps after Termination:**

- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the

City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.

ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:

a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and

b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.

iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.

B. Venue for any such action relating to this Agreement shall be in Monterey County.

C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees as may be determined by the Arbitrator, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.

B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.

C. **Force Majeure.** Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any 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 appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.

E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services". Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.

G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.

H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.

I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.

L. **Assignment of Interest**. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

M. **City Business License**. Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.

N. **Laws**. Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement hereto on the day and year first above written in Carmel-by-the-Sea, California.

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

Mayor, City Administrator, or Designee Signature

Consultant Signature

Printed Name

Printed Name

Title

Title

Consultant Legal Company Name

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

[EDIT LIST OF ATTACHMENTS]

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



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

July 8, 2024
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brandon Swanson, Community Planning & Building Director
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Consider Resolution 2024-062, directing staff to begin working immediately on the development of alternative sites and programs that would allow for an amendment to the City's adopted 6th Cycle Housing Element to remove the Vista Lobos and Sunset Center from the Sites Inventory List.

RECOMMENDATION:

Adopt Resolution 2024-062 (Attachment 1), directing staff to begin working immediately on the development of alternative sites and programs that would allow for an amendment to the City's adopted 6th Cycle Housing Element to remove the Vista Lobos and Sunset Center from the Sites Inventory List.

BACKGROUND/SUMMARY:

In April, 2024, the City adopted its 6th Cycle Housing Element, spanning the years 2023-2031. Subsequently, this amendment was certified by the State Department of Housing and Community Development (HCD), and remains certified to date. In addition to the benefit of helping a city plan for growth, an adopted Housing Element also shields a city from punitive State measures like the "Builders Remedy", which take away large amounts of local permitting control.

Of the 349 units of new housing required to be planned for in the City's Housing Element, a large number of those units, 231 in total, must be constructed as "affordable" units. This means that they must have some sort of income qualification component, or deed restriction to qualify for this designation. The one caveat to this requirement, is that Accessory Dwelling Units (ADUs) can also be used to fulfill this affordability requirement.

In order to get the City's Housing Element certified by HCD before becoming subject to the Builder's Remedy, two City Owned properties were included in the Housing Element 'Sites Inventory', which lists properties targeted for development of housing over the 8-year period. These City owned sites, Vista Lobos and Sunset Center, were key to getting the Housing Element certified by HCD because they were the most viable options at the time to actually produce affordable housing units due to their ownership by the City. In total, these two City sites account for 149 of the 231 affordable units the City is required to plan for.

Over the final months of adoption and certification of the Housing Element, members of the community, as well as members of Council expressed concern over the use of these City owned sites for housing, and requests were made to remove these sites from the inventory list. Ultimately, a majority of the City Council adopted the Housing Element with inclusion of the City owned sites, and it was certified by HCD, prior to the State's certification deadline, which prevented the City from being subject to the Builder's Remedy. However, throughout the adoption process, the concept of the Housing Element being a 'living document' was discussed at some length, meaning that the plan could be altered following certification if the Council chose to do so, as long as the total housing targets were not lowered, and the State approved the modifications. In response to those conversations, Council is being asked to consider a resolution that would direct staff resources to begin working on exploring alternative housing sites and programs. The concept would be to produce enough new housing options to allow the City to amend its Housing Element for removal the City owned sites from the inventory list. Any amendments to the Housing Element will ultimately need to be reviewed and certified by HCD. Staff will be prepared at the meeting to discuss the process surrounding amendments to a certified housing element.

FISCAL IMPACT:

Amendments to the City's Housing Element may require additional contract support, but that would be determined based on the scope of the amendments.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1 - Resolution No. 2024-062

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2024-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DIRECTING STAFF TO BEGIN WORK IMMEDIATELY, UPON ADOPTION OF THIS RESOLUTION, EXPLORING AND DEVELOPING ALTERNATIVE AFFORDABLE HOUSING SITES AND PROGRAMS, IN ORDER TO SUBMIT A FORMAL GENERAL PLAN HOUSING ELEMENT AMENDMENT WHICH PROVIDES ALTERNATIVE AFFORDABLE HOUSING OPPORTUNITIES AND REMOVES THE NEED FOR HOUSING UNITS AT THE SUNSET CENTER AND VISTA LOBOS PROPERTIES AS PART OF THE CITY'S 6TH CYCLE HOUSING ELEMENT. STAFF IS FURTHER DIRECTED TO RETURN TO COUNCIL NO LATER THAN THE REGULAR SEPTEMBER, 2024 COUNCIL MEETING WITH AN UPDATE ON PROGRESS AND RETURN NO LATER THAN THE REGULAR OCTOBER, 2024 CITY COUNCIL MEETING WITH A ROUGH DRAFT OF AN AMENDMENT THAT WOULD ULTIMATELY BE SUBMITTED TO THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD).

WHEREAS, the City of Carmel-by-the-Sea (City) currently has an adopted General Plan Housing Element (Housing Element) which is certified by the California Department of Housing and Community Development (HCD) for the State's 6th Housing Cycle spanning the years 2023-2031 (6th Cycle) which plans for the potential development of market rate and affordable housing totaling 349 new units; and

WHEREAS, the City wishes to maintain certification of the Housing Element throughout the entire 6th Cycle; and

WHEREAS, the City has, and continues to support the development of new affordable housing units within the city limits while protecting and honoring its design character; and

WHEREAS, the Sunset Center and Vista Lobos parking lots (City Owned Sites) are currently included on the certified Housing Element 'Sites Inventory' as sites that could collectively be developed with a total of 149 affordable housing units; and

WHEREAS, the City Owned Sites, in conjunction with others on the 'Sites Inventory', make up the total number of 231 affordable units required to be planned for development as part of the City's 6th Cycle Regional Housing Needs Allocation (RHNA); and

WHEREAS, the City wishes to find viable alternative sites and further develop programs (Alternatives) that would better spread affordable housing units around the City and remove the need to utilize the City Owned Sites; and

WHEREAS, the City wishes to move quickly and efficiently, with public input, to develop Alternatives and submit a Housing Element Amendment for certification by HCD which removes the City Owned Sites from the 'Sites Inventory', but does not reduce the total number of 231 new

affordable units planned for development as part of the currently certified 6th Cycle Housing Element.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Carmel-By-The-Sea does hereby direct staff to begin work immediately, upon adoption of this resolution, exploring and developing alternative affordable housing sites and programs, in order to submit a formal General Plan Housing Element Amendment which provides alternative affordable housing opportunities and removes the need for housing units at The Sunset Center and Vista Lobos properties as part of the City's 6th Cycle Housing Element. Staff is further directed to return to Council no later than the regular September, 2024 Council meeting with an update on progress and return no later than the regular October, 2024 City Council meeting with a rough draft of an amendment that would ultimately be submitted to the State Department of Housing and Community Development (HCD).

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 9th day of July 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero
City Clerk