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

Mayor Dave Potter, Councilmembers Jeff Baron, Alissandra Dramov, Karen Ferlito, and Bobby Richards
Contact: 831.620.2000 www.ci.carmel.ca.us

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

REGULAR MEETING
Tuesday, June 6, 2023

OPEN SESSION - 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/85953646798 Meeting ID: 859 5364 6798 Passcode: 496285 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.

The COVID-19 Community Level for Monterey County as of the date of this agenda posting is LOW (mask wearing not required). Seating will be limited and available on a first come first served basis.

OPEN SESSION
4:30 PM

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

EXTRAORDINARY BUSINESS

A. June Pride Month Proclamation

B. Carmel High School Report Out

PUBLIC APPEARANCES

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

ANNOUNCEMENTS

A. City Administrator Announcements

B. City Attorney Announcements

C. Councilmember Announcements

CONSENT AGENDA

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

1. May 1, 2023, Special Meeting Minutes, May 2, 2023, Regular Meeting Minutes, and May 16, 2023, Special Meeting Minutes

2. April 2023 Monthly Reports

3. April 2023 Check Register Summary

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

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

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

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

8. Resolution 2023-062 confirming Councilmember appointments to the Litter Abatement Task Force, Coastwalk - California Coast Trail Association, and the Tor House Foundation

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

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

PUBLIC HEARING

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

ORDERS OF BUSINESS

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

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

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

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

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

PUBLIC HEARINGS

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

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

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

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

FUTURE AGENDA ITEMS

ADJOURNMENT

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

SPECIAL NOTICES TO PUBLIC

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

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

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA RECOGNIZING JUNE 2023 AS LGBTQ PRIDE MONTH

WHEREAS, many cities across the United States recognize June as Lesbian, Gay, Bisexual, Transgender and Queer Pride Month, as June has become a symbolic month during which the LGBTQ community and its allies come together to remember the Stonewall riots of 1969 and to celebrate the progress that has been made and will be made for LGBTQ rights; and

WHEREAS, the City of Carmel-by-the-Sea has a diverse Lesbian, Gay, Bisexual, Transgender and Queer community and is committed to celebrating and supporting visibility, dignity and equality for all people in the community; and

WHEREAS, The City of Carmel-by-the-Sea has a long and proud history of celebrating diversity, promoting inclusion and defending civil rights; and

WHEREAS, continued discrimination against LGBTQ persons makes it important for cities to stand up and show solidarity and support for our LGBTQ residents and those in the community at large; and

WHEREAS, in these days it is most important to be kind and to show respect to all of our community members.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, Dave Potter, Mayor of the City of Carmel-by-the-Sea, on behalf of the City Council and the citizens of Carmel hereby proclaim June 2023 as LGBTQ Pride Month.

_____
David Potter, Mayor

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

June 6, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	May 1, 2023, Special Meeting Minutes, May 2, 2023, Regular Meeting Minutes, and May 16, 2023, Special 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 1, 2023, Special Meeting Minutes
Attachment 2) May 2, 2023, Regular Meeting Minutes
Attachment 3) May 16, 2023, Special Meeting Minutes

CITY COUNCIL
SPECIAL MEETING
Monday, May 1, 2023

5:00 PM

CALL TO ORDER AND ROLL CALL

Mayor Dave Potter called the meeting to order at 5:00 p.m.

Mayor Potter announced that before the start of the meeting Councilmember Baron submitted a written request to attend the meeting remotely under AB 2449 Teleconference rules due to a family medical emergency. Council approved Councilmember Baron's attendance at the meeting remotely by the following roll call vote:
AYES: Councilmembers Baron, Dramov, Ferlito, Richards, and Mayor Potter
NOES: None
ABSENT: None
ABSTAIN: None

Roll Call: Councilmembers Baron (teleconference), Dramov, Ferlito, Richards, and Mayor Potter were all present.

PUBLIC APPEARANCES

None

CLOSED SESSION

City Attorney Pierik read the closed session agenda titles. Councilmember Dramov recused herself from Item #1 and left the dais at 5:07 p.m.

Item 1 - CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
Pursuant to Government Code Section 54956.9 (d)(1):
Name of case: GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership, DBA Verizon Wireless v. City of Carmel-by-the-Sea; Case No. 5:22-cv-00347-NC Northern District of California, San Jose

Item 2 - Conference with Labor Negotiators Pursuant to Government Code Section 54957.6
Agency Designated Representatives: City Administrator Chip Rerig, Acting Police Chief Jeff Watkins
Employee Organization: Carmel Fire Ambulance Association

ADJOURNMENT

Council adjourned closed session at 6:05 p.m.

APPROVED: SIGNED:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk

REGULAR MEETING
Tuesday, May 2, 2023

4:30 p.m.

OPEN SESSION

CALL TO ORDER AND ROLL CALL

Mayor Dave Potter called the meeting to order at 5:00 p.m.
Roll call: Roll Call: Councilmembers Baron, Dramov, Ferlito, Richards, and Mayor Potter were all present.

PLEDGE OF ALLEGIANCE

Councilmember Dramov led the pledge of allegiance.

EXTRAORDINARY BUSINESS

A. Proclamation recognizing May 21-27, 2023 as National Public Works Week "Ready and Resilient" - City Administrator Rerig read the proclamation and presented it to Public Works Director Harary.

B. Proclamation Declaring May as Military Appreciation Month - Mayor Pro Tem Richards read the proclamation and presented it to the Commander of the Local American Legion.

C. Carmel High School Report Out - Jack Norman, Associated Student Body President and Student Representative of all Carmel Unified Schools. He gave a brief summary of the school districts expanding programs, events, community outreach, arts, volunteerism and opportunities for community involvement and engagement.

PUBLIC APPEARANCES

Julie Kenner, Abby Rose Kenner, Quinn, Ella, Noah Braun, Lydia, Kaya Newman, Penny Reeser, Katie Heley, John Plastini, Michael Blackburn, Brian Congleton, Tom Donella, Michael Kovak, Lindsay Paleman, spoke about their concern and sadness about the Carmel Youth Center (CYC) closing abruptly and asked for Council support in getting it re-opened. Karyl Hall asked that Council prioritize the most urgent or time sensitive projects and not get overwhelmed with too many different projects at once. Beth Bowman, announced updates and upcoming community events and exhibits at the Sunset Cultural Center. Michael McWalters thanked the Council for thoughtful approach to drafting the wireless ordinance, and brought up several health concerns related to exposure to wireless telecommunication frequency. Brian Sours, Forest and Beach Commissioner, thanked the Public Works and Forestry Department for their outstanding work on keeping the city clean in the aftermath of the winter storms, and asked that the Council prioritize the reopening an access ramp down to the beach for emergency vehicles. Patricia Harrington spoke about concerns over the paid parking program in the residential area and how it will affect

residents who live near downtown, and said more public outreach is needed. Herzog spoke about the upcoming Culinary Event and other events sponsored by Visit Carmel. Neal Kruse and Christy Hollenbeck spoke about concerns over the state's housing mandates for the City and asked the Council to fight against it. Brian Trollingham spoke about an upcoming fundraiser for Legal Services for seniors. Janice Bradner said she does not support the paid parking program, and said that it will not solve the parking problems the City has.

ANNOUNCEMENTS

A. City Administrator Announcements – Reminded everyone that there is a study session on the budget on May 16, 2023, at 4:00 p.m. and encouraged the public to ask questions and provide feedback. He said that answers to the budget questions will be presented with the budget at the June 6th meeting.

B. City Attorney Announcements - no reportable action from the May 1st closed session.

C. Councilmember Announcements - Mayor Potter said that the Council will continue meeting with the CYC Board and work together on ways to help with the issues for CYC to re-open.

CONSENT AGENDA

Councilmember Baron pulled Item # 8 from Consent.

Bobby Richards Made a motion to approve consent agenda Items #1-7, and #9-11, 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 - April 4, 2023, Regular Meeting Minutes, April 5, 2023, Special Meeting Minutes

Item 2 - March 2023 Monthly Reports

Item 3 - March 2023 Check Register Summary

Item 4 - Resolution 2023-043 declaring the continued existence of a local emergency due to the 2022-23 Atmospheric River Winter Storm Event

Item 5 - Resolution 2023-045 accepting the General Plan and Housing Element Annual Progress Reports for the Calendar Year 2022 and authorizing submittal to the State Department of Housing and Community Development and Office of Planning & Research

Item 6 - Resolution 2023-046 authorizing a Purchase Order, in the amount of $50,000 to Pacific Redwood Products, LLC, to purchase materials for the Scenic Pathway Barrier Rails Project

Item 7 - Resolution 2023-047 authorizing a Funding Agreement with the Transportation Agency for Monterey County

Item 9 - Resolution 2023-050, a Resolution of Intention to Renew the Carmel Restaurant Improvement District (CRID)

Item 10 - Resolution 2023-053 authorizing the renewal execution of a 48-month service agreement for Advanced Life Support Providers and James Stubblefield, MD, with a year 1 cost of $14,000 and authorize the city manager to enter into a four-year renewal agreement to maintain the program, not to exceed $62,000 (life of the contract)

Item 11 - Resolution 2023-055 amending the professional services agreement with Joseph Systems, Inc. dba J4 Systems to increase the not to exceed contract value by $10,000 to $51,840 and extend the termination date by 5 months to November 30, 2023

ITEMS PULLED FROM CONSENT

Item 8 - Resolution 2023-048 Expressing Support for Actions to Further Strengthen Local Democracy, Authority, and Control as Related to Local Zoning and Housing Issues

Councilmember Baron said he will not be supporting this Resolution because its sponsors are working against the Regional Housing Needs Allocation (RHNA) process, and he is supportive of finding ways to create local housing opportunities for Carmel. Councilmember Ferlito agreed with Councilmember Baron. Councilmember Dramov, Mayor Pro Tem Richards, and Mayor Potter spoke in support of Resolution which is symbolic in nature in keeping local housing and zoning control in the hands of local authorities and communities.

Public comment: David O'Neil voiced support for the Resolution. Ian Martin spoke against the Resolution.

Motion by Mayor Potter to approve Resolution 2023-048, seconded by Councilmember Dramov, and approved 3-2-0-0 by the following roll call vote:
AYES: Councilmembers Dramov, Richards, and Mayor Potter
NOES: Councilmembers Baron and Ferlito
ABSENT: None
ABSTAIN: None

PUBLIC HEARING

Item 12 - First Reading of Ordinance No. 2023-003 Amending Chapter 3.12 of the City of Carmel-by-the-Sea Municipal Code to Regulate Contracting Including Purchases of Supplies and Services

City Attorney Pierik gave a brief presentation on the item and answered questions from Council.

Public Comment: None

Council discussion resumed. Councilmember Baron asked Council to consider some amendments to the proposed Ordinance. He suggested taking the Local Business Policy section of the Ordinance and incorporating it into the City Code by removing Section 2, and adding it as "Article VII" to the Ordinance so it is codified. He suggested an amendment to require the City Administrator to sign all contracts over $10,000 but under $60,000, and allowing department heads to sign contracts that are under $10,000. Councilmember Dramov said she supports the Ordinance as it is written without any changes.

City Attorney Pierik read the title of the Ordinance.

Motion by Councilmember Baron to read by title only, waive full reading, and introduce the Ordinance with the amendment that the City Administrator must sign contracts between $10,000-$60,000, and to remove Section 2 Local Business Policy and add it as Article VII of Exhibit A of the Ordinance, seconded by Mayor Pro Tem Richards, and passed to a second reading 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

ORDERS OF BUSINESS

Item 13 - Receive the Fiscal Year 2023-2024 Recommended Budget

Assistant City Administrator Maxine Gullo gave a brief presentation of the recommended budget for FY 23-24, and answered questions from Council.

Public Comment: Sonjel Gomez, Carmel Chamber of Commerce Chair, requested additional funding this year for their programs which have expanded and costs have increased, and said it is an investment into the city. Lance Wills, Carmel Chamber of Commerce Interim Executive Director, said the Chamber's focus is on strengthening community relationships, business support services, and developing new revenues, and announced some new programs and awards received. Jeff Roceno, Carmel Chamber Treasurer, spoke on behalf of the Chamber to report they are financially stable and working hard to be good stewards of their members dues. Rob O'Keefe, Monterey County Convention & Visitors Bureau President, requested Council to consider a 3% increase in funding for MCCVB as the community bounces back from the pandemic.

Council discussion resumed, and report was received.

RECESS
Council took a recess at 6:46 p.m., and returned at 7:00 p.m.

Item 14 - Approve Fiscal Year 2021/22 and Fiscal Year 2022/23 carry-over projects, approve proposed Fiscal Year 2023/24 Capital Improvement Plan Projects, and provide direction to staff

Public Works Director Bob Harary gave a brief presentation on the item, and highlighted the changes made to the 5 year CIP forecast since the last meeting on April 5th.

Public Comment: Scott Lonnergan voiced support of the proposed CIP Projects.

Council discussion resumed. Councilmember Dramov said she does support approving all of the CIP projects since it will require using $10 million from reserves, and said she would prefer to cut back on the list of projects.

Motion by Councilmember Baron to give the following direction to Staff:

1) **To approve the completed CIP projects.**
2) **To confirm the cancellation and deferral of 3 previously identified CIP projects, and approval of the anticipated projected to be provided or donated by others.**
3) **Tentatively approve the FY 21-22 and FY 22-23 carry over projects and associated funding into the FY 23-24 Capital Budget.**
4) **Tentatively approve the 16 proposed FY 23-24 projects to be included in the FY 23-24 Capital budget.**
5) **Direct staff to present the proposed projects to the Planning Commission on May 10, 2023 for a General Plan consistency review as required by the Muni Code.**

Motion 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 15 - Consider applications submitted as part of the Fiscal Year 2023-2024 Council Discretionary Grant Program and provide funding recommendations to staff

City Clerk Romero gave a brief overview of the item and answered questions from Council.

Motion by CM baron to award a $3,000 grant to each of the 9 applicants, and requested that the Carmel Residents Association include mailing newsletters to all addresses within the City to their proposal, 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 16 - Resolution 2023-056 Authorizing a Letter in Support of California AB 953 (Connolly and Hart) which will develop a Statewide Voluntary Vessel Speed Reduction and Sustainable Shipping Program

Councilmember Ferlito gave a brief overview of this item.

Public comment: None

Motion by Councilmember Baron to approve Resolution 2023-056, seconded by Councilmember Ferlito, and approved 5-0-0-0:
AYES: Councilmembers Baron, Dramov, Ferlito, Richards, and Mayor Potter
NOES: None
ABSENT: None
ABSTAIN: None

PUBLIC HEARINGS

Item 17 - Urgency Ordinance 2023-004 Regarding Wood Burning Beach Fires on Carmel Beach

Community Planning and Building Director Brandon Swanson gave a brief presentation and summary of the item, and added that the Monterey Bay Air Quality Control Board submitted a letter to Council today stating the adverse health impacts associated with wood smoke and asked for Council direction on whether to add the health impacts of wood smoke into the text of the ordinance.

Public comment: Lucinda Lloyd spoke in favor of the Ordinance. Ian Martin asked if wood burning fireplaces have been banned in the City.

Council discussion resumed. Mr. Swanson addressed public comment stating the City has not banned wood burning fireplaces inside residential homes, however, the Planning Commission has a position of not approving outdoor wood fireplaces and recommend propane instead.

City Attorney Pierik read the title of the urgency ordinance.

Councilmember Ferlito made a motion to waive further reading, and adopt Urgency Ordinance 2023-004 Regarding Wood Burning Beach Fires on Carmel Beach with the amendment to include a section in the Ordinance regarding the adverse health effects due

to wood burning fires, and finding that this Urgency Ordinance is exempt from CEQA, 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 18 - APP 23-031 (Esperanza Carmel) - Consideration of an Appeal by Esperanza Carmel (APP 23-031), of the Historic Resources Board's decisions to: 1) List the Northern California Savings and Loan Complex on the Carmel Inventory of Historic Resources and Carmel Register of Historic Resources, and; 2) Issue a Finding of Noncompliance with the Secretary of the Interior's Standards for the relocation of the Northern California Savings and Loan Community Room located at the southeast corner of Dolores Street and 7th Avenue, in the Service Commercial (SC) Zoning District

Associate Planner Evan Kort gave a brief summary and presentation of the Appeal by Esperanza Carmel and answered questions from Council.

Mayor Potter gave the appellant 15 minutes to give a presentation on their appeal and 5 minutes for rebuttal.

Public comment:
Logan Opshal spoke on behalf of the appellant and gave a presentation on their request that the Council approve the appeal and reverse the HRB's decision.

Karyl Hall, Polly Osborne, Richard Janick, Don Goodhue, Ken Seavey, Ian Martin, Lucinda Lloyd, and Anthony Kirk, addressed the Council.

Logan Opshal gave a rebuttal to the comments by the public in favor of denying the appeal.

Council discussion resumed.

Motion by Councilmember Dramov to adopt Resolution 2023-051 denying the appeal by Esperanza Carmel (APP 23-031), and upholding the Historic Resources Board's (HRB) decision to list the Northern California Savings and Loan Complex on the Carmel Inventory of Historic Resources and Carmel Register of Historic Resources located at the southeast corner of Dolores Street and 7th Avenue, 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

Motion by Councilmember Dramov adopt Resolution 2023-052 upholding the HRB's decision to issue a Finding of Noncompliance with the Secretary of the Interior's Standards for the relocation of the Northern California Savings and Loan Complex Community Room, 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

FUTURE AGENDA ITEMS
None

ADJOURNMENT

Council adjourned at 8:28 p.m.

APPROVED:

Dave Potter, Mayor

ATTEST:

Nova Romero, MMC, City Clerk

CITY COUNCIL
SPECIAL MEETING
Tuesday, May 16, 2023
4:00 PM

CALL TO ORDER AND ROLL CALL

Mayor Potter called the meeting to order at 4:00 p.m.
Roll Call: Councilmembers Baron Dramov, Ferlito, Richards, and Mayor Potter were present.

PLEDGE OF ALLEGIANCE

Councilmember Baron led the pledge of allegiance.

PUBLIC APPEARANCES

David O'Neil and Karyl Hall addressed the Council asking to postpone the parking management program because there are too many projects and issues being tackled at once. Linda Calafiore said she is ok with Council taking on multiple projects and priorities. Michael McWalters spoke about concerns over wireless telecommunication radiowaves and their effects on health.

ORDERS OF BUSINESS

Item 1 - Receive a presentation on the Fiscal Year 2023-2024 Budget and provide direction

Assistant City Administrator Gullo gave a presentation to Council on the Fiscal Year 2023-2024 Recommended Budget revenues and expenditures, and answered questions from Council.

Public Comment:

Linda Calafiore asked to consider and approve the budget appropriation of $15k for invasive plant removal and $75K for fire fuel abatement in the Mission Trail Nature Preserve (MTNP). David O'Neil said he would like to see Council prioritize the most important projects and remove some CIP projects that may not be feasible. He also asked if the City would consider utilizing local volunteer consultants. Amy Herzog gave a presentation on Visit Carmel, Destination Marketing Organization and strategy and said that their funding request is an investment into the City. Jo Picter spoke in support of the budget for MTNP. Lance Willits spoke on behalf of the Carmel Chamber of Commerce request for $120,000 support from the City due to increased costs and increased efforts to drive growth. Melanie Billick spoke about the PACT parking program, and that there is no numbers to show how much the parking program will cost to implement, and perhaps the Council should defer this project and focus other issues such as housing. Fenn Horton spoke about Acacia Way, a private street, becoming part of the City's drainage system, and it becomes a problem every time it rains and would like to see Council budget to fix the problems.

Karyl Hall suggested Council consider bringing back parklets as a revenue source. Dale Byrne addressed the Council.

Council discussion resumed. No action was taken on the additional requests for funding from the local groups. Council requested that the groups requesting additional funding provide a detailed request for consideration by Council including financial documents within the next week. Councilmember Ferlito agrees with the proposed budget as an investment into the City. Councilmember Dramov spoke about being fiscally cautious in light of the economic downturn. Councilmember Baron said he would like Council to consider increasing the City's current 10% TOT which is relatively low for a City like Carmel before the next budget. He also asked for the Sunset Center Corporation to give an update on their fundraising for an endowment which is included in their agreement with the City.

Item 2 - Resolution 2023-057 receiving the Annual Comprehensive Financial Report (ACFR) for the fiscal year ending June 30, 2022

City Administrator Rerig introduced Sheldon Chavez, who prepared the City's Annual Audit Report. Mr. Chavez gave a summary of the ACFR to Council and answered questions.

Public Comment: None

Council discussion resumed.

Motion by Councilmember Ferlito to adopt Resolution 2023-057, 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

ADJOURNMENT

Council adjourned at 5:26 pm.

APPROVED: ATTEST:

_____ _____

Dave Potter, Mayor Nova Romero, MMC, City Clerk

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

June 6, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	April 2023 Monthly Reports

RECOMMENDATION:

Review and receive monthly reports.

BACKGROUND/SUMMARY:

This is a monthly series of reports:

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

FISCAL IMPACT:

N/A

PRIOR CITY COUNCIL ACTION:

Monthly review and approval

ATTACHMENTS:

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

City Administrator Contract Log
FY 2022-23
April 2023

Date entered Into	Contractor	Contract Amount	Purpose
4/25/2023	Mayone Structural Engineering	$12,000.00	Structural and geotechnical engineering services on call, as needed

CITY OF CARMEL-BY-THE-SEA
Monthly Report

Community Planning and Building Department

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

APRIL 2023 – DEPARTMENT ACTIVITY REPORT

I. PLANNING PERMIT APPLICATIONS:

In April 2023, 43 planning permit applications were received.

II. BUSINESS LICENSE APPLICATIONS:

In April 2023, 5 business license applications were received.

III. BUILDING PERMIT APPLICATIONS:

In April 2023, 55 building permit applications were received.

IV. CODE COMPLIANCE CASES:

In April 2023, 8 new code compliance cases were created.

V. TRANSIENT RENTAL COMPLIANCE CASES:

In April 2023, 3 new transient rental compliance cases were created.

VI. ENCROACHMENT PERMIT APPLICATIONS:

In April 2023, 20 encroachment permit applications were received.

VII. YEAR-TO-DATE TRENDS

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

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

- Planning Permit Applications – increase of 2.42%
- Business License Applications – increase of 30%
- Building Permit Applications – increase of 15.57%
- Code Compliance Cases – decrease of 22.08%
- Transient Rental Compliance Cases – decrease of 79.73%
- Encroachment Permit Applications – decrease of 2.38%

Table 1. Permit Application Totals

	PLANNING	BUSINESS LICENSES	BUILDING	CODE COMPLIANCE	TRANSIENT RENTAL COMPLIANCE	ENCROACHMENTS
2022 YTD Totals	124	20	167	77	74	84
2023 YTD Totals	127	26	193	60	15	82
YTD % Difference	+2.42%	+30%	+15.57%	-22.08%	-79.73%	-2.38%

Planning Permit Report

04/01/2023 - 04/30/2023

Permit #	Permit Type	Project Description	Address/Location	Date Received	Date Approved	Status
23126	Design Study	Add a 333sf addition to a historic residence at the rear behind the historic resource, and set it with a lower roof line subordinate to the historic. Side the new in a board and batten style similar to the historic garage but not matching the original. Windows and doors added will be clad at the addition in a style similar but not matching the original. Add a second bathroom and a 185sf adjoining deck.	Santa Fe 3 SW of 2nd	4/26/2023		In Review
23125	Preliminary Site Assessment	Preliminary site assessment for a Track 2 remodel	San Carlos Street 5 SW of 13th Avenue	4/27/2023		In Review
23124	Design Study	DEMOLITION OF EXISTING SINGLE FAMILY DWELLING; AND CONSTRUCTION OF NEW TWO-STORY RESIDENCE.	SANTA FE 4 SE OF 2ND AVENUE	4/26/2023		In Review
23123	Design Study	Replacement of an (e) deck with the addition of a garden wall around the perimeter of the deck.	3rd 2 NW of Santa Fe	4/25/2023		In Review
23122	Historic Evaluation	Historical determination to authorize change in roof material.	2927 Franciscan Way	4/24/2023		In Review
23121	Design Review	Minor exterior improvements in conjunction with Permit BP 22-355, which specified "Conversion of second-floor office spaces to three apartments. No work to first floor commercial spaces."	San Carlos 2 NW Of 8th Ave			In Review
23120	Design Review	Replace awning fabric that was destroyed by storms.	NW Corner of Mission & 6th Ave	4/21/2023		In Review
23119	Historic Evaluation	Replace window with French Doors and add a new window.	SE Corner of Carpenter & 4th	4/21/2023		In Review
23118	Design Study	Add fixed window on west elevation, second story		4/21/2023		In Review
23117	Mills Act Request	Mills Act for The Bird House (listed as resource number 115 on the City of Carmel's Historic Inventory under as the Agnes Shorting house)	3rd 2 NW of Junipero	4/20/2023		In Review

23116	Mills Act Request	Mills Act Application	26363 Scenic Road, Carmel-by-the-Sea, California 93923	4/20/2023		In Review
23115	Lot Line Adjustment	Hotel replacement, 2 apartmnets & Residence remodel	2nd NW of 4th Ave on San Carlos Street			Pending Assignment
23114	Design Review	Replacement of hotel, 2 new apartments & residence remodel	2nd NW of 4th Avenue on San Carlos Street			Pending Assignment
23113	Design Review	This approval of Design Review application DR 23-113 (Carmel City Hall) authorizes the removal of the asphalt shingle roof and installation of Grade 1 premium western red cedar shingles, 18-inches long with a standard straight butt style at Carmel City Hall on Monte Verde Street 3 northeast of 7th Avenue in the Residential and Limited Commercial (RC) District as depicted in the plans and specifications provided by Ausonio, Inc. stamped approved and on file in the Community Planning & Building Department unless modified by the conditions of approval.	Monte Verde 3 NE of 7th	4/4/2023	4/19/2023	Approved
23112	Sign	TWO (2) NEW SIGNS: Replace existing signage.	13th, San Antonio Ave	4/19/2023		In Review
23111	Notice of Exempt Work	Changing current wood front door to new dutch style wood door. same size door with divided light upper section.	2 NW Carpenter of 4th Avenue	4/18/2023	4/18/2023	Approved
23110	Historic Evaluation	ASSOCIATED PERMIT: DS 23-062 (Cabral). Reroof from wood shake to standing seam class A	NW Corner of 2nd and San Carlos			In Review
23109	Preliminary Site Assessment	Preliminary site assessment	Carmelo Street	4/17/2023		In Review
23108	Design Study	Addition of wood driveway gate to match existing wood fence.	Scenic Road 2 NW of 8th Avenue	4/18/2023		In Review
23107	Design Review	Install new generator outside of the building	NEC Lincoln & Ocean	3/29/2023		Closed
23106	Design Review	Associated Use Permit Amendment: UP 23-105. We are applying to have more permanent outdoor seating. We currently have 8 seats, and would like to apply for a total of 36, with propane heaters, 2 electric heaters, and one small string of lights.	Dolores between 5th and 6th Streets, Carmel, CA, 93921	4/14/2023		In Review

23105	Use Permit	USE PERMIT AMENDMENT. Associated Design Review, DR 23-106. Would like to apply for more permanent outdoor seating. Attached document with details.	Dolores between 5th and 6th Streets	4/14/2023		In Review
23104	Design Study	New Garage (replace Carport) & Utility Shed, etc.	NE Corner San Carlos & 13th	4/14/2023		In Review
23103	Mills Act Request	Application for a Mills Act contract between the property owner and the City.	NE Corner of Lincoln & 7th	4/13/2023		In Review
23102	Sign	NEW SIGN for "Le Coupe": Produce and install one (1) double-sided, sand-blasted/painted wooden sign panel on existing bracket.	San Carlos 4 NE of 7th	4/10/2023		In Review
23101	Sign	NEW SIGN - "Adam Jeselnick Architect": Install one natural steel blade sign.	San Carlos 2 NW of 8th Ave - Suite 200	4/10/2023		In Review
23100	Sign	NEW SIGN - "STEPHAN CORI": Install one non-illuminated sand blasted wood sign.	Lincoln between Ocean & 7th	4/7/2023	5/2/2023	Approved
23099	Design Study	Removing asphalt walkway and driveway in front yard and replacing it with pavers. Paver driveway, walkway to the left of the garage and right of the house to be a 7' D paver circle with walkway. Drain will also be placed near garage door due to water accumulation when raining.	Junipero 5 NE of 8th	4/13/2023		In Review
23098	Preliminary Site Assessment	Remodel of an existing single-story Single-Family Dwelling and addition fo a second story consisting of a Master Bedroom and Bathroom.	Casanova Street 4 NE of 8th Avenue	4/7/2023		In Review
23097	Historic Evaluation	Demolition of existing Hofsas House Hotel. New hotel build. Renovation of the existing Hofsas House.	2NW of 4th Avenue on San Carlos Street			In Review
23096	Design Study	Install metal fence in front yard to match existing.	Dolores Street 3 SE of 3rd Avenue	4/6/2023		In Review
23095	Sign	Install one (1) non-illuminated wood sign on the building.	NE Corner of Junipero & Ocean Avenues	4/5/2023		In Review
23094	Sign	Install one (1) custom, double-sided non-illuminated wood sign to be installed onto existing wood frame, and install one (1) non-illuminated wood sign on the building.	NE Corner of Junipero & Ocean Avenues	4/5/2023		In Review

23093	Design Study	Windows	Mission 4 NE of 10th	4/10/2023		In Review
23092	Design Study	Remove (e) sheds totaling 175sf, demolish (e) attached garage, 274 sf, and build a new attached garage totaling 270sf. Extend (e) house by 402 sf, new upper level addition of 624ssf with observation deck, 438 sf. New attached storage shed with ceiling height not to exceed 4'-11" and total 60sf. New trash can enclosure, new outdoor built-in bbq, fire pit, and recirculating fountain. Replace deteriorated grape stake fence along private road with new to match existing height, 77lf.	SW Corner of Guadalupe & 4th	4/10/2023		In Review
23091	Design Review	REMODEL 3,108.00 S.F. OF COMMERCIAL SPACE 115 WITH-IN THE CARMEL PLAZA. NEW ENTRY DOORS, NEW INTERIOR STAIRS, ADA UPGRADES, NEW DRESSING AREA @ THE LOWER LEVEL, NEW SALES COUNTER, & NEW BEVERAGE BAR & COUNTER. BLACK & WHITE STRIPED AWNING TO REPLACE OLD OFF MISSION STREET.	SPACE -115- (CARMEL PLAZA) OCEAN AVENUE & MISSION STREET	4/20/2023		In Review
23090	Sign	Replace existing church sign with a new sign in the same size and design.	Lincoln 3 NW of 6th	4/7/2023		In Review
23089	Preliminary Site Assessment	reconstruct existing house	NE Corner of Sterling Way & Perry Newberry Way	4/6/2023		In Review
23088	Historic Evaluation	Historic Determination	Carmelo 3 SE of 4th	4/4/2023		In Review
23087	Design Review	Reface existing brick pillars, four total, at entrance to church parking lot. Reduce height from 6' to approx 4.5'. Finish with smooth stucco with a natural color.	Lincoln 2 SW of 5th	4/4/2023		In Review
23086	Landscape Plan Check/Inspection	Remove vegetation and planting from City ROW boxes along Monte Verde, Ocean, and 6th Ave side. Plant and refresh areas with drought tolerant plantings.	NE Corner of Ocean & Monte Verde	4/4/2023		In Review
23085	Historic Evaluation	Historical Evaluation. Potentially painting exterior and updating siding.	SW Corner of 8th Ave & Lincoln St	4/3/2023		In Review

23084	Design Review	Exterior modifications. Removing existing awning. Replacing with one over the opening doorway. Prefer copper awning. Have a sample of black fabric also. Removing the stone ledge at bottom of building. Replacing with flat wood with a framed design. The top of the building will be covered with ACX plywood and painted a celery colored paint. And the frame design on the building will be painted a cream. The sides of the building will be built up a bit to accommodate the copper kerosene lanterns. I will drop by the samples of wood etc.	Ocean 4 NW San Carlos	4/3/2023		In Review

Total Records: 43

5/3/2023

Business License Report

04/01/2023 - 04/30/2023

Entity #	Application Type	Business Name	Business Description	Location	Date Received	Date Approved	Status
23026	Location Change	Noelle Micek Interiors, Inc.	Interior Design Studio	5th Ave 2 NW of Junipero	4/28/2023		In Review
23025	New Business	Carmel Beach Hotel & Spa	Hotel, Restaurant, Spa	NE Corner of San Antonio & 13th Ave.	4/20/2023		In Review
23024	Location Change	Scott Campbell Photo Inc.	Photography	24945 Outlook Dr.	4/14/2023		Denied
23023	New Business	The Local Gallery Carmel-by-the-Sea	Art Gallery - Single artist	SEC of Monte Verde St and Ocean Ave	4/17/2023	5/2/2023	Approved
23022	New Business	Pizza Heaven	Pizzeria sit-down restaurant	NW Corner Mission & 8th	4/3/2023		In Review

Total Records: 5

5/3/2023

Building Permit Report

04/01/2023 - 04/30/2023

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
230191	4/28/2023	5/2/2023	Remove appox 150sf accessory structure.	200	Building	Santa Fe 2 SW of Mountain View
230190	4/28/2023		Remove bathtub from master bathroom and replace with walk-in shower.	16,700	Plumbing	SW Corner of Guadalupe & Ocean
230189	4/28/2023		Relocate an existing light fixture and add one new light fixture.	750	Building	NE Corner of Junipero & Ocean
230188	4/28/2023		Repair upper bedroom deck leaking into kitchen ceiling. Remove and replace stucco, modify weep screed line, remove deck tiles as necessary and rewaterproof/reinstall using GACO sealant and replace copper pan. Repair and paint kitchen plaster.	3,500	Building	NE Corner of Lincoln & 10th
230187	4/26/2023		New detached 200 sf garage.	0	Building	Monte Verde 3 NW of 11th
230186	4/26/2023	4/26/2023	Remove (e) comp roof and install a new comp shingle Landmark roof to match existing in Midnight Black.	13,500	Roofing	1st 2 SE of Lincoln
230185	4/26/2023		1. TO REMODEL AN EXISTING ONE STORY SINGLE FAMILY DWELLING, MODIFY EXISTING DETACHED CARPORT AND ADDING A 310.0 SQ.FT. SECOND STORY ADDITION AND REDUCING THE MAIN LEVEL BY 46.0 SQ.FT.. 2. PROJECT INCLUDE'S THE EXTERIOR AND INTERIOR MODIFICATIONS AS SHOWN ON THE PLANS, AND CONVERTING EXISTING CARPORT INTO A 200SQ.FT. DETACHED GARAGE. 3. THE PROJECT WILL CONSIST OF CHANGES TO THE REAR DECKS, AND FRONT PORCH ENTRANCE. 4. NEW WOOD-CLAD WINDOWS & EXTERIOR DOORS TO MATCH EXISTING. 5. NO EXCAVATION. 6. ONE TREE REMOVAL, UNKNOWN SPECIE. 7. REMOVE HEDGE AT NORTH SIDE OF PROPERTY LINE	611,000	Building	Monte Verde 3 NW of 11th

230184	4/25/2023		Tear off (e) wood shake roof down to the original sheathing. Install one layer of 72lb mineral surface cap sheet and one layer of 30lb asphalt saturated roofing underlayment forming a Class A roof. Install 18" class B fire rated perfection wood shingles.	174,079	Building	NE Corner of Casanova & Santa Lucia
230183	4/25/2023		New Residential 4.000kW PV System. 10 REC405AA Panels. No electrical upgrade. 1 enphase encharge 10 battery	48,332	Electrical	Lincoln 6 SW of 3rd
230182	4/25/2023		Interior remodel; convert downstairs family room into 2 bedrooms, convert 1/2 bath to full bath, move laundry machines	35,000	Building	Torres 1 NW of 2nd
230181	4/21/2023	4/28/2023	Paint exterior of single family residence. Body to be "Mole's Breath" and trim to be "Gravel Gray".	0	Exempt Work	Scenic 6 SE of 8th
230180	4/21/2023	4/21/2023	Prime and paint the Cypress Inn building in-kind to maintain historic nature. Contact: Rhonda (831) 624-3871	0	Exempt Work	NE Corner of Lincoln & 7th
230179	4/21/2023	4/21/2023	Reroof black comp shingle roof in-kind with new Owens Coming Duration in Onyx Black, replacing all flashings and painting them a blending color	32,185	Building	SW Corner of Carmelo & 7th
230178	4/21/2023		CONVERT THE EXISTING 242 SQ. FT. GARAGE INTO AN 275 SQ-FT ACCESSORY DWELLING UNIT (ADU).	20,625	Building	Santa Fe 3 NE of 2nd
230177	4/20/2023		Remove shower stall and install new shower stall in its place.	15,000	Plumbing	San Antonio 7 NE of Ocean
230176	4/20/2023		New Residential 7.290kW PV system. 1 Franklin APower Battery. No electrical upgrades	59,452	Electrical	Carmelo 4 NW of Ocean

230175	4/20/2023		1) Remove and dispose of the existing roofing on the equipment room. 2) Inspect the existing roof deck and replace any damaged wood at an additional cost. 3) Install a layer of #25 pound fiberglass base sheet over the entire roof. 4) Install a layer of smooth modified bitumen over the entire roof. 5) Install new 24 gauge 3" x 3" bonderized nosing around the perimeter edge. 6) Install a layer of granulated modified bitumen over the entire roof. 7) Clean up and dispose of all Ross Roofing generated debris.	9,860	Roofing	NE Corner of Santa Rita & Mountain View
230174	4/19/2023		Cosmetic update of small downstairs bathroom. No fixtures to be moved, replace and refresh fixtures.	0	Exempt Work	San Antonio 7 NE of Ocean
230173	4/19/2023	4/19/2023	Remove and replace kitchen cabinets, counter tops, appliances, and a sink/faucet using existing plumbing.	0	Exempt Work	San Carlos 3 NE of Camino Del Monte
230172	4/19/2023		Replace rotten siding, facia, and roofing in multiple locations.	10,000	Building	SW Corner of Carmelo & 2nd
230171	4/18/2023		Replace shed, existing shed roof caved and was dilapadated. New shed not to have plumbing or electricity.	0	Exempt Work	NE Corner of Scenic & 8th
230170	4/18/2023	4/18/2023	Remove and replace 80k BTY 96% downflow furnace.	9,148	Mechanical	Lobos 2 SE of 2nd
230169	4/18/2023	4/18/2023	Re-roof tar and gravel garage only. Install a new tar and gravel roof system to replace the existing.	9,000	Roofing	Mission 2 NW of Santa Lucia
230168	4/18/2023	5/2/2023	Remove (e) tan cedar shakes and replace with new CertainTeed Landmark TL in color Country Gray, approx 9,400 sf.	90,000	Roofing	NE Corner of Ocean & Junipero
230167	4/17/2023	4/24/2023	Replace two roof sections, from wood shake to new wood shake.	36,062	Roofing	SE Corner of Camino Real & Jane Powers Walkway
230166	4/17/2023	4/18/2023	Move retaining wall 3' to widen driveway. Existing cement driveway to remain, exposed area to remain dirt with mulch on top.	0	Exempt Work	SE Corner of Monte Verde & 8th
230165	4/17/2023	4/18/2023	Removing microwave and installing range fan	400	Building	Carpenter 2 NW of 4th

230164	4/17/2023		Changing kitchen faucet	756	Building	Carpenter 2 NW of 4th
230163	4/17/2023	4/20/2023	Tear off two layers of roofing (gray comp over wood shake). Install new 7/16" OSB/plywood sheathing and new comp shingle roof system in CertainTeed Country Gray Lifetime TL.	13,000	Roofing	San Carlos 4 SE of 10th
230162	4/14/2023		Replace section of deteriorated/damaged fence in-kind. Fence to be in same location, height, and design.	0	Exempt Work	SW Corner of Rio & Santa Lucia
230161	4/14/2023		New Garage, Utility Shed, Roof Patio, New Roofing, etc. (Exterior)	125,000	Building	NE Corner San Carlos & 13th
230160	4/13/2023		Removal, repair, and replacement of the upper floor tiling to address water intrusion and exterior wall repairs including shingle replacement due to dry rot and/or leaks.	2,000	Building	San Carlos 2 NW of 8th
230159	4/14/2023		Remodel Interior Kitchen & two Bathrooms	75,000	Building	NE Corner San Carlos & 13th
230158	4/13/2023	4/17/2023	Overlay New 60 mill TPO roofing membrane.	42,000	Roofing	Ocean 2 SW of Lincoln
230157	4/13/2023	4/13/2023	Replace tankless water heater and connected corroded pipes.	5,000	Plumbing	Scenic 8 SE of 8th
230156	4/12/2023	4/13/2023	Prime and paint front entrance of Cypress Inn. Contact: Rhonda (831) 624-3871	0	Exempt Work	NE Corner of Lincoln & 7th
230155	4/12/2023		Solar - SFR ROOF MOUNTED PV SYSTEM, TILE, 28 PANELS, 11.200 kW.	24,000	Electrical	San Antonio 2 NW of 8th
230154	4/12/2023		Tear off (e) Fire Free roof and install Malarkey Vista 40 year composition shingles over 15 lv felt and OSB plywood. Color to be Natural Wood.	25,000	Building	2927 Franciscan Way
230153	4/12/2023		197 SF of Additions to single story SFR demolition; reconfigure roof & add solar, update on demand water heater, new dual fuel generator, new solar battery, bring site coverage into compliance	600,000	Building	SE CORNER 5TH &TORRES
230152	4/10/2023		317 sf interior remodel of kitchen and two bathrooms in existing SFR. Replace all windows in-kind, remove two doors and one window, replace furnace, and upgrade electrical service to 200 amp.	80,000	Building	Mountain View 2 SE of Guadalupe
230151	4/7/2023	4/7/2023	Relocation of main service panel. Re feed current sub panel, upgrade from 100 amp to 200 amp.	3,000	Electrical	5016 Monterey St

230150	4/7/2023	4/26/2023	Remove existing hot mopped deck mat and install a new Westcoat "ALX" waterproofing in color Gray.	10,970	Building	Carmelo 2 SW of 8th
230149	4/7/2023	4/13/2023	Roof mounted PV system (5.740 kW DC)	20,025	Electrical	Santa Rita 3 NE of 4th
230148	4/7/2023	4/12/2023	Remove garage and pad that were crushed by tree that fell in storms.	0	Building	SW Corner of Santa Fe & Mountain View
230147	4/6/2023	4/10/2023	Reroof house and garage. Tear off existing shake roof and install class "A" heavy shakes over 30 lb felt and cap sheet.	50,000	Roofing	Santa Fe 3 SE of Ocean
230146	4/6/2023	4/26/2023	interior remodel of a kitchen, bathroom, laundry room, and related elements	40,000	Building	Carpenter 2 SE of 4th
230145	4/6/2023		Installation of replacement back flow and irrigation to be fixed if needed.	3,200	Plumbing	NE Corner of Ocean & Monte Verde
230144	4/5/2023	4/13/2023	Install 4.8 Kwh PV system without battery	22,380	Electrical	Acacia Way 2 SW of Flanders Way
230143	4/4/2023		Church sign is in need of repair and refresh. Propose to rebuild sign with same size and dimensions. Sign will be new with updated font, approx same size letters as current. Sign placard is same 42"x18" rectangle made of wood. Contact: Daniel Emerson (831) 402-5708	0	Exempt Work	Monte Verde 2 NE of 6th
230142	4/4/2023	4/4/2023	Remove linoleum flooring and research three bumps in the subfloor of the kitchen area. Possibility of removing sections of subfloor area for repairs. CONDITION: Site plan to be submitted prior to final inspection.	7,000	Demolition	Camino Real 4 SE of 10th
230141	4/4/2023	4/21/2023	Remove existing vinyl roof and replace with new rolled asphalt roofing. CONDITION: Color choices approved to be either Grey Slate or Weathered Wood.	18,000	Roofing	Dolores 3 SE of 3rd
230140	4/4/2023	4/4/2023	Remove (e) wood fence that was taken down in storms. Re-build fence in the same location and style. First 20' from the rear of the property was 86" tall, middle part of the fence was 59" tall and the last part of the fence was 55" tall.	0	Exempt Work	Dolores 2 SE of 9th

230139	4/4/2023	4/4/2023	Addition of fireplace mantel, paint interiors, new tile backsplash, sand and refinish hardwood floors, and install fake veneer beams at edge of ceilings. Condition: If veneer beams interfere with fire sprinkler system, approval from Fire Department is necessary for modifications.	0	Exempt Work	Perry Newberry 2 NW of 5th
230138	4/4/2023	4/6/2023	Replace storm damaged wood fence which partially blew down in the most recent storm. Contact: Brian LeNeve (831) 624-8497	0	Exempt Work	Camino Real 3 SE of 13th
230137	4/4/2023		Installation of new 120v GFI outlet to be used as a car charger. Power will be shared with existing fountain power supply.	995	Electrical	Monte Verde 3 SE of Ocean

Total Records: 55

5/3/2023

Code Compliance Report

04/01/2023 - 04/30/2023

Case #	Case Type	Status	Location	Problem Description	Date Received	Date Closed
23061	Short-term Rental	Potential STR identified	SWC Monte Verde and 7th	Transient Rental	4/27/2023	
23060	Planning/Building Violation	Open	NW Corner Mission & 8th	Commercial kitchen remodel; including electrical, plumbing, gas piping and new kitchen equipment being installed without proper building permit or planning approvals	4/25/2023	
23059	Building Violation	Open	Casanova 3 NW of 10th	Construction of exterior second story stairway	4/19/2023	
23058	Short-term Rental	1st NOV sent	Mission 4 NE of 10th	Transient Rental	4/19/2023	
23057	Short-term Rental	1st NOV sent	Carmelo 4 NW of 12th	Transient Rental	4/19/2023	
23056						
23055	Planning Violation	1st NOV sent	Ocean between Dolores and San Carlos	Use Permit Violation	4/4/2023	
23054	Planning/Building Violation	Open	NEC Monte Verde and Ocean	Plumbing and landscaping without permit	4/3/2023	

Total Records: 8

5/3/2023

Transient Rental Report

01/01/2023 - 04/30/2023

Case #	Street	Status	Date Received	Last Status Date	Date Closed
23061	Monte Verde	Potential STR identified	4/27/2023	4/28/2023	
23058	Mission	1st NOV sent	4/19/2023	4/19/2023	
23057	Carmelo	1st NOV sent	4/19/2023	4/19/2023	
23053	San Carlos	2nd NOV sent	3/21/2023	4/26/2023	
23039	Rio Road	Closed	2/27/2023	4/17/2023	4/17/2023
23015	Carmelo	Closed	1/9/2023	2/3/2023	2/3/2023
23014	Mission	Closed	1/9/2023	1/10/2023	1/30/2023
23013	N Casanova	Closed	1/9/2023	2/3/2023	2/3/2023
23012	Mission	Closed	1/9/2023	1/27/2023	1/27/2023
23009	Santa Fe	Closed	1/8/2023	2/3/2023	2/3/2023
23008	Guadalupe	Closed	1/8/2023	1/13/2023	1/13/2023
23007	2nd	STR verified	1/8/2023	1/8/2023	
23005	Carpenter	Closed	1/8/2023	2/3/2023	2/3/2023
23004	5th	Closed	1/5/2023	2/3/2023	2/3/2023
23003	Dolores and 1st	Closed	1/5/2023	2/3/2023	2/3/2023

Total Records: 15

5/2/2023

Encroachment Permit Report

04/01/2023 - 04/30/2023

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
230082	Temp Ench	5/1/2023	Repalcing glass in 8 windows on Mission st side of building w/ new 3/8" laminated safety glass	Carmel Plaza Suite #217, Ocean & mission		In Review
230081	Temp Ench	4/28/2023	Gas connection on property to main. Connect sewer lateral to main. Contact: JD's Plumbing (831) 394-3100	Monte Verde 3 SE of 11th		In Review
230080	Temp Ench	4/28/2023	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Casanova 3 SE of 4th	5/1/2023	Issued
230079	Temp Ench	4/26/2023	Replace sewer lateral using pipe bursting. CONDITION: At least one lane of San Carlos must remain open at all times. Contact: Rooter King (831) 394-5315	NW Corner of San Carlos & 8th	4/28/2023	Issued
230078	Temp Ench	4/26/2023	Applicant to trench, backfill & install electric substructures. PG&E to remove existing overhead service, install underground service conductor, replace pole, install TPX and remove secondary conductor. Tree trimming required. PM# 35420138. Contact: PG&E (408) 478-1894	Lincoln 2 NW of 13th	4/28/2023	Issued
230077	Perm Ench	4/25/2023	legalize existing wood steps and retaining walls in the right of way. Resurface wood retaining walls at the northwest corner with stone veneer.	SE Corner of Torres & 5th		In Review
230076	Temp Ench	4/25/2023	Provide pull box at pole and approximately a 100' long and 4' deep ditch for PG&E to place required conduits and backfill ditch. Also provide conduit for TV & phone.	Junipero 4 SW of 8th		In Review

230075	Temp Ench	4/25/2023	Replace sewer lateral using pipe bursting. CONDITION: Scenic road to remain open to through traffic at all times. Contact: Rooter King (831) 394-5315	26336 Scenic Rd	4/26/2023	Issued
230074	Temp Ench	4/21/2023	Reroof project that will need to block the sidewalk on the west side of Dolores between Ocean and 6th from 5/15/23 - 5/29/23. CONDITION: No vehicles are authorized to park on the sidewalk. Contact: Premo Roofing Company (831) 443-3605	NW Corner of Dolores & Ocean	4/26/2023	Issued
230073	Temp Ench	4/21/2023	Sewer lateral replacement using pipe bursting. Contact: Easy Drains Plumbing (831) 521-6882	San Carlos 3 SE of 11th	5/2/2023	Issued
230072	Temp Ench	4/19/2023	Dig bell hole in a 6'x6' area to expose drop inlet to main line and replace as necessary. CONDITION: The dead end of Lincoln south of 3rd must remain open during work. Contact: RK Wilson Plumbing 831-915-1101	NE Corner of Lincoln & 3rd	4/20/2023	Issued
230071	Temp Ench	4/17/2023	Replacement of sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	SE Corner of Carpenter & 4th	4/17/2023	Issued
230070	Temp Ench	4/14/2023	Temporary one lane traffic closure for material deliveries, temporary parking, and unloading of building materials. 50' encroachment for temporary heavy equipment parking and staging.	Scenic 3 SW of Ocean		In Review
230069	Temp Ench	4/14/2023	9'x12' asphalt repair for CalAm Job #0863. Contact: Coastal Paving & Excavating (831) 262-1425	Fraser 3 NE of Camino Real	4/17/2023	Issued

230068	Temp Ench	4/12/2023	Close sidewalk in front of the Cypress Inn to paint and prime front entrance. CONDITION: Sidewalk Closed Ahead signs will be needed at Lincoln & Ocean and Lincoln & 7th. Encroachment permit valid to 5/1/2023. Contact: Rhonda Calder (831) 624-3871	NE Corner of Lincoln & 7th	4/12/2023	Approved
230067	Temp Ench	4/12/2023	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Dolores 3 NE of 10th	4/12/2023	Issued
230066	Temp Ench	4/10/2023	Excavate a 3'x3' put in the ground near fence line and a 4'x5' pit in the asphalt to renew a 1" water service. 811# 2023040501473. Contact: West Valley Construction (408) 640-8913	Carmelo 150' S of 4th	4/12/2023	Issued
230065	Temp Ench	4/7/2023	Placement of concrete truck and pump in driveway and sidewalk for concrete pour from 4/14/23 - 4/15/23. Contact: Noe Dorantes (831) 915-9580	Carmelo 2 SW of 8th	4/10/2023	Issued
230064	Temp Ench	4/6/2023	PG&E to install underground service cable. PM# 35420314. Contact: PG&E (408) 478-1894	3009 Lausen Drive	4/6/2023	Issued
230063	Temp Ench	4/6/2023	Encroachment into the ROW for the replacement of stucco and reframing wall adjacent to sidewalk. Contact: Michael Simons (831) 320-7062	NW Corner of Ocean & Monte Verde	4/6/2023	Issued

Total Records: 20

5/3/2023

CITY OF CARMEL-BY-THE-SEA
Monthly Report
April, 2023

Public Safety

June 6, 2023

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Jeff Watkins, Acting Director of Public Safety
APPROVED BY:	Chip Rerig, City Administrator

AMBULANCE REPORT

Summary of Carmel Fire Ambulance April 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 April 2023 the ambulance was able to meet the performance measure. The response time was 96% with (2) code-3 call over 5 minutes.

52 Calls for service in CBTS Average response time: 3:34 min.
45 Code 3 medical calls for service – Two calls over 5:00 min.

04/09/23 **–** 07:38 min- Lincoln and 7th – Forgot to push arrival button
04/18/23 – 05:14 min – Carmelo and 10th – Delay due to distance. Normal response time.

MONTEREY FIRE REPORT

Summary of Monterey Fire April Calls for Service

FIRE PERFORMANCE MEASURE

The performance goal for Code-3 (life threatening emergency-lights & siren) fire calls with a response time of 5 minutes or less from dispatch to arrival is 90%. For the month of April 2023 the fire department was able to meet the performance measure. The response time was 98% with (1) code-3 calls over 5 minutes.

65 total calls for service in CBTS- Average response time: 2:38 min.
49 total Code-3 calls – One with a response over 5:00 min.

4/23/23 - 5:24 min – 26010 Ridgewood - Response delayed due to incorrect address from dispatch.

BEACH FIRES

There was one illegal beach fire recorded during the month of April.

*The performance goal for Code-3 (life threatening emergency-lights & siren) ambulance calls with a response time of 5 minutes or less from dispatch to arrival is 95%.

RESPONSE SUMMARY REPORT BY INCIDENT TYPE
27060 CARMEL-BY-THE-SEA
Alarm Date From: 04/01/2023 To: 04/30/2023

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
100 Series (Fires)						
Building fire	4/9/2023 5:14 PM	230409-MNT03038	0:02:27	LINCOLN ST	7TH AVE	3
Dumpster or other outside trash receptacle fire	4/22/2023 1:21 PM	230422-MNT03360	0:03:04	CAMINO REAL ST	OCEAN AVE	3
		2	***0:02:46***			
300-321 Series (EMS)						
Medical assist, assist EMS crew	4/24/2023 8:44 AM	230424-MNT03400	0:01:01	SAN ANTONIO AVE	10TH AVE	3
Medical assist, assist EMS crew	4/24/2023 2:45 PM	230424-MNT03411	0:02:40	7TH AVE	LINCOLN ST	3
Medical assist, assist EMS crew	4/24/2023 8:24 AM	230424-MNT03398	0:02:42	7TH AVE	LINCOLN ST	3
Medical assist, assist EMS crew	4/12/2023 2:41 AM	230412-MNT03105	0:03:56	DOLORES ST	5TH AVE	3
Medical assist, assist EMS crew	4/5/2023 12:42 PM	230405-MNT02935	0:04:44	CARMELO ST	11TH AVE	3
EMS call, excluding vehicle accident with injury	4/24/2023 11:20 AM	230424-MNT03406	0:01:16	7TH AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	4/16/2023 1:50 PM	230416-MNT03222	0:01:23	7TH AVE	MISSION ST	3
EMS call, excluding vehicle accident with injury	4/10/2023 10:12 AM	230410-MNT03059	0:01:52	SAN CARLOS ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	4/23/2023 9:59 AM	230423-MNT03385	0:01:55	7TH AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	4/9/2023 6:09 PM	230409-MNT3076	0:01:58	OCEAN AVE		3
EMS call, excluding vehicle accident with injury	4/26/2023 9:50 PM	230426-MNT03462	0:02:06	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	4/9/2023 2:29 PM	230409-MNT03035	0:02:12	JUNIPERO AVE	5TH AVE	3
EMS call, excluding vehicle accident with injury	4/19/2023 9:31 PM	230419-MNT03305	0:02:28	MISSION ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	4/13/2023 7:03 PM	230413-MNT03154	0:02:38	SANTA RITA ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	4/10/2023 10:17 PM	230410-MNT03077	0:02:49	VIZCAINO	FLANDERS WAY	3
EMS call, excluding vehicle accident with injury	4/21/2023 3:41 PM	230421-MNT03332	0:02:51	OCEAN AVE	SAN ANTONIO AVE	3
EMS call, excluding vehicle accident with injury	4/13/2023 11:13 AM	230413-MNT03140	0:03:19	SANTA RITA ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	4/13/2023 1:27 PM	230413-MNT03147	0:03:25	LINCOLN ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	4/2/2023 7:39 PM	230402-MNT02860	0:03:33	CARMELO ST	9TH AVE	3
EMS call, excluding vehicle accident with injury	4/3/2023 8:10 PM	230403-MNT02895	0:03:45	CARMELO ST	11TH AVE	3
EMS call, excluding vehicle accident with injury	4/24/2023 12:28 PM	230424-MNT03408	0:03:46	4TH AVE	SANTA FE ST	3
EMS call, excluding vehicle accident with injury	4/25/2023 8:34 PM	230425-MNT03440	0:03:55	MISSION ST	ALTA AVE	3
EMS call, excluding vehicle accident with injury	4/5/2023 8:44 PM	230405-MNT02946	0:04:17	DEL MAR AVE	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	4/9/2023 12:06 AM	230409-MNT03024	0:04:33	MONTE VERDE ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	4/23/2023 5:02 AM	230423-MNT03376	0:05:24	26010 RIDGEWOOD RD		3
		25	***0:02:59***			

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
322-399 Series (Rescues)						
Motor vehicle accident with no injuries.	4/16/2023 4:46 PM	230416-MNT03223	0:02:10	DOLORES ST	8TH AVE	3
Motor vehicle accident with no injuries.	4/28/2023 10:08 AM	230428-MNT03490	0:03:19	5TH AVE	LINCOLN ST	3
Rescue or EMS standby	4/26/2023 9:20 PM	230426-MNT03461	0:02:04	OCEAN AVE	LINCOLN ST	3
Rescue or EMS standby	4/26/2023 8:42 AM	230426-MNT03445	0:03:13	LINCOLN ST	7TH AVE	3
		4	***0:02:42***			
400 Series (Hazardous Material)						
Electrical wiring/equipment problem, other	4/7/2023 12:29 PM	230407-MNT02988	0:03:10	12TH AVE	SAN ANTONIO AVE	3
Power line down	4/3/2023 9:19 AM	230403-MNT02867	0:03:51	SANTA FE ST	2ND AVE	2
Power line down	4/7/2023 11:18 AM	230407-MNT02987	0:04:24	SANTA FE ST	PICO AVE	3
Biological hazard, confirmed or suspected	4/13/2023 2:48 PM	230413-MNT03149	0:02:01	OCEAN AVE	SAN CARLOS ST	3
Biological hazard, confirmed or suspected	4/3/2023 11:04 AM	230403-MNT02870	0:02:25	DOLORES ST	4TH AVE	2
Biological hazard, confirmed or suspected	4/7/2023 7:52 PM	230407-MNT02996	0:02:41	SAN CARLOS ST	4TH AVE	3
Biological hazard, confirmed or suspected	4/3/2023 3:51 PM	230403-MNT02883	0:03:11	SAN CARLOS ST	8TH AVE	2
		7	***0:03:06***			
500 & 600 Series (Service Calls)						
Public service	4/11/2023 9:46 AM	230411-MNT03084	0:00:00	TORRES ST	4TH AVE	2
Public service	4/30/2023 7:38 AM	230430-MNT03541	0:01:44	1ST AVE	DOLORES ST	2
Public service	4/3/2023 10:20 AM	230403-MNT02869	0:02:54	9TH AVE	LINCOLN ST	2
Public service	4/12/2023 8:50 AM	230412-MNT03110	0:03:37	SAN CARLOS ST	10TH AVE	3
Public service	4/24/2023 11:02 AM	230424-MNT03404	0:07:32	2946 FRANCISCAN WAY		2
Assist invalid	4/6/2023 3:27 PM	230406-MNT02965	0:00:32	5TH AVE	MISSION ST	2
Assist invalid	4/14/2023 10:49 PM	230414-MNT03190	0:02:42	SAN CARLOS ST	8TH AVE	2
Assist invalid	4/16/2023 8:54 PM	230416-MNT03230	0:02:55	SAN CARLOS ST	8TH AVE	2
Assist invalid	4/28/2023 12:31 PM	230428-MNT03495	0:03:52	2946 FRANCISCAN WAY		3
Assist invalid	4/13/2023 12:22 PM	230413-MNT03143	0:04:42	SAN ANTONIO AVE	8TH AVE	2
Assist invalid	4/6/2023 1:54 PM	230406-MNT02961	0:04:56	LINCOLN ST	12TH AVE	2
Assist invalid	4/2/2023 10:10 PM	230402-MNT02862	0:05:17	CARPENTER ST	5TH AVE	2
Assist invalid	4/14/2023 7:35 PM	230414-MNT03183	0:07:09	CARPENTER ST	5TH AVE	2
No incident found on arrival at dispatch address	4/10/2023 9:06 AM	230410-MNT03057	0:02:41	4TH AVE	DOLORES ST	3
No incident found on arrival at dispatch address	4/11/2023 6:34 PM	230411-MNT03098	0:02:54	DEL MAR AVE	OCEAN AVE	3
No incident found on arrival at dispatch address	4/5/2023 12:15 AM	230405-MNT02919	0:03:31	OCEAN AVE	DEL MAR AVE	3
No incident found on arrival at dispatch address	4/5/2023 9:20 AM	230405-MNT02926	0:03:38	SAN CARLOS ST	7TH AVE	2
No incident found on arrival at dispatch address	4/30/2023 6:47 PM	230430-MNT03555	0:03:56	MONTE VERDE ST	7TH AVE	2
		18	***0:03:35***			
700 Series (False Alarms)						
False alarm or false call, other	4/11/2023 3:03 PM	230411-MNT03091	0:04:04	LINCOLN ST	5TH AVE	3
Alarm system sounded due to malfunction	4/16/2023 12:59 PM	230416-MNT03220	0:02:56	MONTE VERDE ST	7TH AVE	3
Smoke detector activation, no fire - unintentional	4/18/2023 6:35 AM	230418-MNT03259	0:04:41	CARMELO ST	10TH AVE	3
Alarm system activation, no fire - unintentional	4/22/2023 8:53 AM	230422-MNT03353	0:01:59	SAN CARLOS ST	5TH AVE	3
Alarm system activation, no fire - unintentional	4/20/2023 1:53 PM	230420-MNT03313	0:02:39	JUNIPERO AVE	7TH AVE	3
Alarm system activation, no fire - unintentional	4/4/2023 2:20 PM	230404-MNT02910	0:02:50	JUNIPERO AVE	7TH AVE	3

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
700 Series (False Alarms) cont.						
Alarm system activation, no fire - unintentional	4/18/2023 3:49 PM	230418-MNT03277	0:02:54	DOLORES ST	5TH AVE	3
Alarm system activation, no fire - unintentional	4/5/2023 10:21 AM	230405-MNT02929	0:03:44	JUNIPERO AVE	7TH AVE	3
Alarm system activation, no fire - unintentional	4/7/2023 4:50 PM	230407-MNT02992	0:04:40	2742 SANTA LUCIA AVE		3
		9	***0:03:23***			

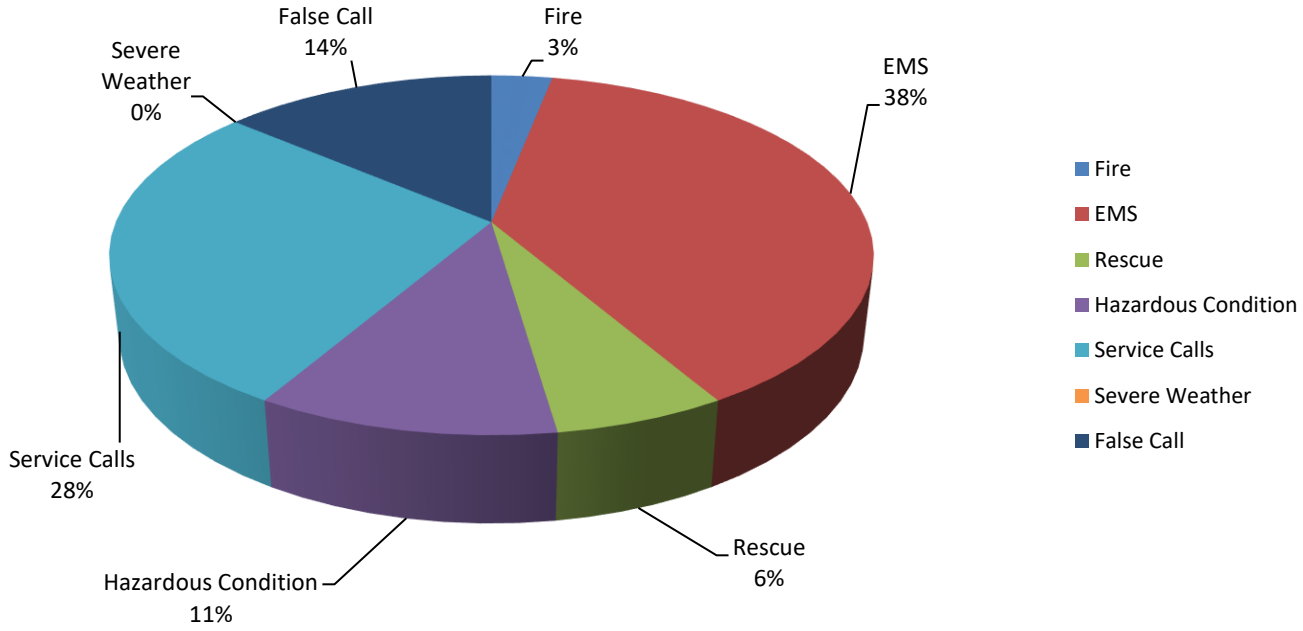
Over 5 Minute Response Times Cause of Delay: Code 3 Responses

230423-MNT03376 Delayed due to incorrect address by dispatch

Code 2 Calls	**16**
Code 3 Calls	**49**
Total # of Incidents	**65**
% Under 5 Minute Response Time	**98%**

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

Type of Call	Number	Average Response Time
Fire	2	2:46
EMS	25	2:59
Rescue	4	2:42
Hazardous Condition	7	3:06
Service Calls	18	3:35
Severe Weather	0	0:00
False Call	9	3:23
Total Responses	65	2:38



Total Code 3 Calls:	49
Response Times for Code 3 Calls ≤ 5 minutes:	98%

RESPONSE SUMMARY REPORT BY DISTRICT
27015 CARMEL-BY-THE-SEA FIRE AMBULANCE
Alarm Date From: 04/01/2023 To: 04/30/2023

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
100 Series (Fires)						
Building fire	4/9/2023	230409-CFA00537	00:07:38	LINCOLN ST	7th AVE	3
Dumpster or other outside trash receptacle fire	4/22/2023	230422-CFA00596	00:04:08	CAMINO REAL ST	OCEAN AVE	3
		2	***0:05:53***			
300-321 Series (EMS)						
Medical assist, assist EMS crew	4/24/2023	230424-CFA00606	00:06:54	2946 FRANCISCAN WAY		2
EMS call, excluding vehicle accident with injury	4/2/2023	230402-CFA00493	00:03:36	CARMELO ST	9TH AVE	3
EMS call, excluding vehicle accident with injury	4/3/2023	230403-CFA00498	00:03:23	9TH AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	4/3/2023	230403-CFA00504	00:03:47	CARMELO ST	11TH AVE	3
EMS call, excluding vehicle accident with injury	4/5/2023	230405-CFA00513	00:03:24	OCEAN AVE	DEL MAR AVE	3
EMS call, excluding vehicle accident with injury	4/5/2023	230405-CFA00517	00:03:59	CARMELO ST	11TH AVE	3
EMS call, excluding vehicle accident with injury	4/9/2023	230409-CFA00533	00:03:01	MONTE VERDE ST	ST / OCEAN AVE	3
EMS call, excluding vehicle accident with injury	4/9/2023	230409-CFA00536	00:01:56	JUNIPERO AVE	5TH AVE	3
EMS call, excluding vehicle accident with injury	4/10/2023	230410-CFA00540	00:04:22	CASANOVA ST	7TH AVE	2
EMS call, excluding vehicle accident with injury	4/10/2023	230410-CFA00542	00:02:12	SAN CARLOS ST	ST / OCEAN AVE	3
EMS call, excluding vehicle accident with injury	4/10/2023	230410-CFA00548	00:03:49	VIZCAINO WAY	FLANDERS WAY	3
EMS call, excluding vehicle accident with injury	4/13/2023	230413-CFA00560	00:03:21	SANTA RITA ST	ST / 5TH AVE	3
EMS call, excluding vehicle accident with injury	4/13/2023	230413-CFA00561	00:03:04	JUNIPERO AVE	4TH AVE	2
EMS call, excluding vehicle accident with injury	4/13/2023	230413-CFA00562	00:02:34	SANTA RITA ST	ST / 5TH AVE	3
EMS call, excluding vehicle accident with injury	4/16/2023	230416-CFA00570	00:01:14	7TH AVE	MISSION ST	3
EMS call, excluding vehicle accident with injury	4/17/2023	230417-CFA00576	00:04:53	26434 BIRCH PL		3
EMS call, excluding vehicle accident with injury	4/19/2023	230419-CFA00583	00:02:28	7TH AVE	MISSION	3
EMS call, excluding vehicle accident with injury	4/21/2023	230421-CFA00592	00:02:20	OCEAN AVE	SAN ANTONIO AVE	3
EMS call, excluding vehicle accident with injury	4/23/2023	230423-CFA00601	00:04:58	26010 RIDGEWOOD RD		3
EMS call, excluding vehicle accident with injury	4/23/2023	230423-CFA00604	00:06:20	SAN CARLOS ST	11TH AVE	2
EMS call, excluding vehicle accident with injury	4/24/2023	230424-CFA00605	00:02:26	7TH AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	4/24/2023	230424-CFA00608	00:01:28	4TH AVE / DOLORES ST	SANTA FE ST	3
EMS call, excluding vehicle accident with injury	4/24/2023	230424-CFA00609	00:02:20	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	4/24/2023	230424-CFA00610	00:04:34	26607 CARMEL CENTER PL		3
EMS call, excluding vehicle accident with injury	4/25/2023	230425-CFA00615	00:03:56	MISSION ST	ALTA AVE	3
EMS call, excluding vehicle accident with injury	4/26/2023	230426-CFA00617	00:03:09	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	4/26/2023	230426-CFA00619	00:02:48	OCEAN AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	4/26/2023	230426-CFA00620	00:02:15	LINCOLN ST	7TH AVE	3

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS) cont.						
		28	***0:03:23***			
322-399 Series (Rescues)						
Motor vehicle accident with injuries	4/16/2023	230416-CFA00571	00:02:18	DOLORES ST	8TH AVE	3
Search for person in water	4/11/2023	230411-CFA00552	00:02:31	DEL MAR AVE	OCEAN AVE	3
		2	***0:02:25***			
400 Series (Hazardous Material)						
Hazardous condition, other	4/3/2023	230403-CFA00497	00:04:12	SANTA FE ST	2ND AVE	2
Hazardous condition, other	4/5/2023	230405-CFA00515	00:02:37	SAN CARLOS ST	7th AVE	3
Hazardous condition, other	4/10/2023	230410-CFA00541	00:02:53	4TH AVE	DOLORES ST	3
Hazardous condition, other	4/12/2023	230412-CFA00557	00:03:32	SAN CARLOS ST	10TH AVE	3
Hazardous condition, other	4/30/2023	230430-CFA00629	00:03:59	MONTE VERDE ST	7TH AVE	2
Electrical wiring/equipment problem, other	4/7/2023	230407-CFA00526	00:02:34	SANTA FE ST	PICO AVE	3
		6	***0:03:18***			
500 & 600 Series (Service Calls)						
Water or steam leak	4/7/2023	230407-CFA00529	00:02:42	SAN CARLOS ST	4TH AVE	3
Public service	4/24/2023	230424-CFA00607	00:00:49	LINCOLN ST	7TH AVE	3
Assist invalid	4/2/2023	230402-CFA00494	00:04:05	CARPENTER ST	5TH AVE	3
Assist invalid	4/6/2023	230406-CFA00522	00:06:03	LINCOLN ST	12TH AVE	2
Assist invalid	4/12/2023	230412-CFA00556	00:03:19	DOLORES ST	5TH AVE	3
		5	***0:03:24***			
700 Series (False Alarms)						
False alarm or false call, other	4/4/2023	230404-CFA00509	00:02:58	JUNIPERO AVE	7TH AVE	3
False alarm or false call, other	4/5/2023	230405-CFA00516	00:02:42	JUNIPERO AVE	7TH AVE	3
False alarm or false call, other	4/17/2023	230417-CFA00573	00:01:55	LINCOLN ST	6TH AVE	3
False alarm or false call, other	4/18/2023	230418-CFA00581	00:02:34	DOLORES ST	5TH AVE	3
False alarm or false call, other	4/20/2023	230420-CFA00585	00:02:51	JUNIPERO AVE	7TH AVE	3
Smoke detector activation due to malfunction	4/18/2023	230418-CFA00577	00:05:14	CARMELO ST	10TH AVE	3
Alarm system sounded due to malfunction	4/16/2023	230416-CFA00569	00:02:52	MONTE VERDE ST	7TH AVE	3
Alarm system activation, no fire - unintentional	4/7/2023	230407-CFA00528	00:04:01	2742 SANTA LUCIA AVE		3
Alarm system activation, no fire - unintentional	4/22/2023	230422-CFA00595	00:02:09	SAN CARLOS ST	5TH AVE	3
		9	***0:03:02***			

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

230401-CFA00537 Forgot to push button

230401-CFA00577 Delay due to distance, normal response time

Code 2 Calls	**7**
Code 3 Calls	**45**
Total # of Incidents	**52**
% Under 5 Minute Response Time	**96%**
Total Average Response Time	**0:03:34**

RESPONSE SUMMARY REPORT BY DISTRICT
27015 CARMEL-BY-THE-SEA FIRE AMBULANCE
Alarm Date From: 04/01/2023 To: 04/30/2023

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
CARMEL HIGHLAND						
EMS call, excluding vehicle accident with injury	4/3/2023	230403-CFA00495	00:09:57	HWY 1	FERN CANYON RD	3
EMS call, excluding vehicle accident with injury	4/10/2023	230410-CFA00546	00:10:01	115 YANKEE POINT DR		3
EMS call, excluding vehicle accident with injury	4/18/2023	230418-CFA00582	00:10:04	115 YANKEE POINT DR		3
EMS call, excluding vehicle accident with injury	4/22/2023	230422-CFA00598	00:08:50	120 HIGHLAND DR		3
EMS call, excluding vehicle accident with injury	4/27/2023	230427-CFA00623	00:08:51	120 HIGHLAND DR		3
Motor vehicle accdient with injury	4/22/2023	230422-CFA00597	00:10:39	HWY 1	YANKEE POINT DR	3
		6	***0:09:44***			
CYPRESS						
EMS call, excluding vehicle accident with injury	4/3/2023	230403-CFA00496	00:07:54	25865 RIO VISTA DR		3
EMS call, excluding vehicle accident with injury	4/4/2023	230404-CFA00506	00:02:55	3427 OCEAN AVE		3
EMS call, excluding vehicle accident with injury	4/4/2023	230404-CFA00507	00:05:11	26525 FISHER DR		3
EMS call, excluding vehicle accident with injury	4/4/2023	230404-CFA00508	00:04:49	26384 CARMEL RANCHO LN		3
EMS call, excluding vehicle accident with injury	4/4/2023	230404-CFA00510	00:20:11	2700 RIBERA RD		3
EMS call, excluding vehicle accident with injury	4/4/2023	230404-CFA00511	00:06:09	2700 RIBERA RD		3
EMS call, excluding vehicle accident with injury	4/5/2023	230405-CFA00514	00:06:05	26254 CARMELO ST		2
EMS call, excluding vehicle accident with injury	4/5/2023	230405-CFA00519	00:09:23	25635 MESA DR		3
EMS call, excluding vehicle accident with injury	4/5/2023	230405-CFA00520	00:08:59	24963 OUTLOOK LN		3
EMS call, excluding vehicle accident with injury	4/6/2023	230406-CFA00521	00:07:58	25470 CANADA DR		2
EMS call, excluding vehicle accident with injury	4/7/2023	230407-CFA00525	00:07:57	4380 CARMEL VALLEY RD		3
EMS call, excluding vehicle accident with injury	4/7/2023	230407-CFA00527	00:06:25	25418 HWY 1		3
EMS call, excluding vehicle accident with injury	4/8/2023	230408-CFA00532	00:05:03	3850 RIO RD		3
EMS call, excluding vehicle accident with injury	4/9/2023	230409-CFA00534	00:06:54	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	4/10/2023	230410-CFA00547	00:06:10	2794 PRADERA RD		3
EMS call, excluding vehicle accident with injury	4/11/2023	230411-CFA00549	00:04:01	3497 LAZARRO DR		3
EMS call, excluding vehicle accident with injury	4/11/2023	230411-CFA00551	00:04:53	2313 BAY VIEW AVE		3
EMS call, excluding vehicle accident with injury	4/13/2023	230413-CFA00559	00:06:56	3650 RIO RD		3
EMS call, excluding vehicle accident with injury	4/15/2023	230415-CFA00568	00:07:50	3665 RIO RD		3
EMS call, excluding vehicle accident with injury	4/17/2023	230417-CFA00575	00:05:41	26413 BIRCH PL		3
EMS call, excluding vehicle accident with injury	4/18/2023	230418-CFA00578	00:07:51	4265 CANADA LN		3
EMS call, excluding vehicle accident with injury	4/18/2023	230418-CFA00579	00:07:28	26135		3
EMS call, excluding vehicle accident with injury	4/20/2023	230420-CFA00584	00:02:05	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	4/22/2023	230422-CFA00600	00:06:12	24400 SAN LUIS AVE		3
EMS call, excluding vehicle accident with injury	4/23/2023	230423-CFA00602	00:06:49	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	4/25/2023	230425-CFA00612	00:06:41	3619 EASTFIELD RD		3

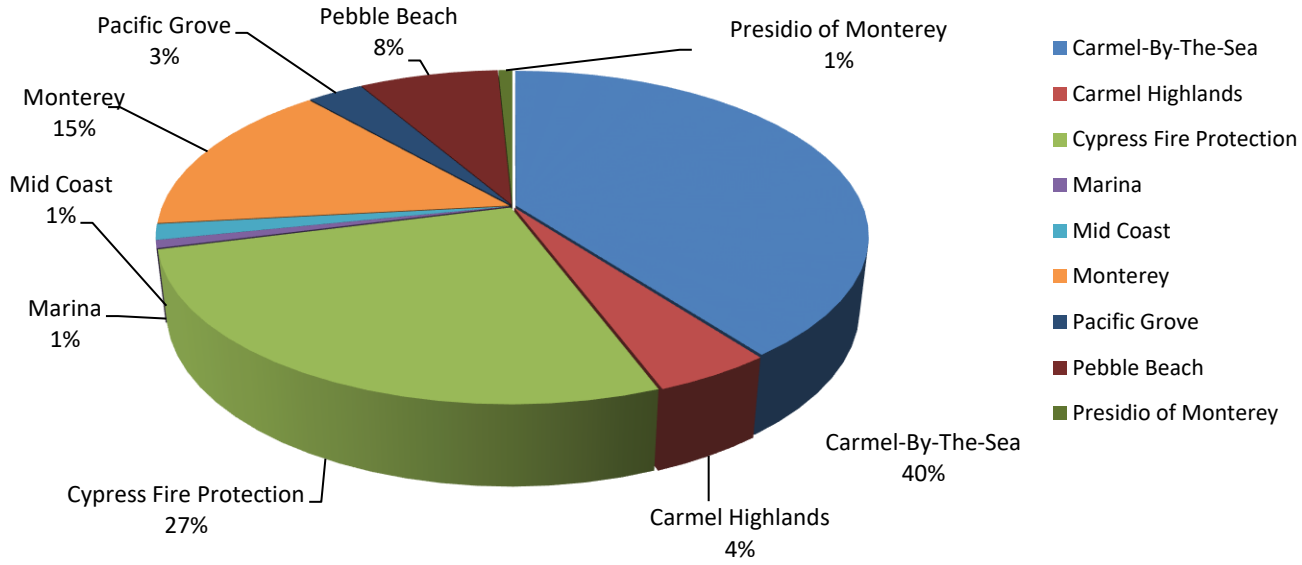
Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
CYPRESS cont.						
EMS call, excluding vehicle accident with injury	4/25/2023	230425-CFA00614	00:04:36	24685 LOWER TRL		3
EMS call, excluding vehicle accident with injury	4/26/2023	230426-CFA00618	00:05:56	26135		3
EMS call, excluding vehicle accident with injury	4/27/2023	230427-CFA00621	00:07:10	24525 OUTLOOK DR		3
EMS call, excluding vehicle accident with injury	4/27/2023	230427-CFA00622	00:04:29	3665 RIO RD		3
EMS call, excluding vehicle accident with injury	4/29/2023	230429-CFA00625	00:08:03	25301 OUTLOOK DR		3
EMS call, excluding vehicle accident with injury	4/30/2023	230430-CFA00626	00:07:53	3650 RIO RD		3
EMS call, excluding vehicle accident with injury	4/30/2023	230430-CFA00628	00:04:10	RIO RD	HWY 1	3
Motor vehicle accident with injuries	4/1/2023	230401-CFA00492	00:04:53	CARPENTER ST	SERRA AVE	3
Motor vehicle accident with injuries	4/23/2023	230423-CFA00603	00:04:08	HWY 1	CARPENTER ST	3
		35	***0:06:34***			
MARINA						
EMS call, excluding vehicle accident with injury	4/15/2023	230415-CFA00566	00:17:44	286 BEACH RD		3
		1	***0:17:44***			
MID COAST						
Rescue, EMS incident, other	4/25/2023	230425-CFA00613	00:18:44	36700 HWY 1		3
EMS call, excluding vehicle accident with injury	4/29/2023	230429-CFA00624	00:26:35	36260 WESTON RIDGE RD		3
		2	***0:22:39***			
MONTEREY						
EMS call, excluding vehicle accident with injury	4/1/2023	230401-CFA00490	00:04:00	DEL MONTE AVE @ NAVY GATE		3
EMS call, excluding vehicle accident with injury	4/3/2023	230403-CFA00500	00:16:10	501 LIGHTHOUSE AVE		3
EMS call, excluding vehicle accident with injury	4/3/2023	230403-CFA00503	00:00:06	555 ABREGO ST		3
EMS call, excluding vehicle accident with injury	4/6/2023	230406-CFA00523	00:12:42	525 POLK ST		2
EMS call, excluding vehicle accident with injury	4/7/2023	230407-CFA00524	00:15:00	500 GLENWOOD CIR		3
EMS call, excluding vehicle accident with injury	4/9/2023	230409-CFA00535	00:05:00	1110 CASS ST		3
EMS call, excluding vehicle accident with injury	4/9/2023	230409-CFA00538	00:07:25	23795 HOLMAN HWY		3
EMS call, excluding vehicle accident with injury	4/10/2023	230410-CFA00543	00:08:32	345 DELA VINA AVE		3
EMS call, excluding vehicle accident with injury	4/10/2023	230410-CFA00544	00:05:45	15 SOLEDAD DR		3
EMS call, excluding vehicle accident with injury	4/11/2023	230411-CFA00555	00:04:07	2600 SAND DUNES DR		3
EMS call, excluding vehicle accident with injury	4/15/2023	230415-CFA00567	00:09:26	1401 VIA ISOLA		3
EMS call, excluding vehicle accident with injury	4/16/2023	230416-CFA00572	00:07:52	200 GLENWOOD CIR		3
EMS call, excluding vehicle accident with injury	4/18/2023	230418-CFA00580	00:09:16	200 GLENWOOD CIR		3
EMS call, excluding vehicle accident with injury	4/21/2023	230421-CFA00593	00:06:59	20 DEL MONTE AVE		3
EMS call, excluding vehicle accident with injury	4/22/2023	230422-CFA00594	00:10:26	201 GLENWOOD CIR		3
Motor vehicle accident with no injuries.	4/22/2023	230422-CFA00599	00:04:32	135 SOLEDAD DR		2
Cover assignment, standby, moveup	4/3/2023	230403-CFA00502	00:00:09	HWY 1	AGUAJITO RD	2
Cover assignment, standby, moveup	4/4/2023	230404-CFA00512	00:00:05	HWY 1	AGUAJITO RD	2
Cover assignment, standby, moveup	4/11/2023	230411-CFA00553	00:01:01	HWY 1	CANYON DEL REY BLVD	2
Cover assignment, standby, moveup	4/21/2023	230421-CFA00588	00:00:37	HWY 1	HOLMAN HWY NB ON RAMP	2
		20	***0:06:28***			
PACIFIC GROVE						
EMS call, excluding vehicle accident with injury	4/4/2023	230404-CFA00505	00:15:21	800 ASILOMAR AVE		3
EMS call, excluding vehicle accident with injury	4/11/2023	230411-CFA00550	00:14:17	651 SINEX AVE		2
EMS call, excluding vehicle accident with injury	4/24/2023	230424-CFA00611	00:17:51	939 OCEAN VIEW BLVD		3
EMS call, excluding vehicle accident with injury	4/30/2023	230430-CFA00627	00:13:29	146 12TH ST		3

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
PACIFIC GROVE cont.						
		4	***0:15:15***			
PEBBLE BEACH						
EMS call, excluding vehicle accident with injury	4/1/2023	230401-CFA00491	00:06:58	1453 ALVARADO LN		3
EMS call, excluding vehicle accident with injury	4/5/2023	230405-CFA00518	00:11:21	3240 SEVENTEEN MILE DR		3
EMS call, excluding vehicle accident with injury	4/13/2023	230413-CFA00558	00:12:05	3008 STEVENSON DR		3
EMS call, excluding vehicle accident with injury	4/14/2023	230414-CFA00563	00:06:05	1576 CYPRESS DR		3
EMS call, excluding vehicle accident with injury	4/20/2023	230420-CFA00586	00:06:56	3297 SEVENTEEN MILE DR		3
EMS call, excluding vehicle accident with injury	4/20/2023	230420-CFA00587	00:08:31	1500 CYPRESS DR		3
EMS call, excluding vehicle accident with injury	4/21/2023	230421-CFA00589	00:09:43	1022 OCEAN RD		3
EMS call, excluding vehicle accident with injury	4/21/2023	230421-CFA00590	00:07:31	1453 ALVARADO LN		3
EMS call, excluding vehicle accident with injury	4/25/2023	230425-CFA00616	00:07:57	1500 CYPRESS DR		3
Motor vehicle accident with no injuries.	4/8/2023	230408-CFA00531	00:06:11	1520 PALMERO WAY		3
		10	***0:08:20***			
PRESIDIO OF MONTEREY						
EMS call, excluding vehicle accident with injury	4/21/2023	230421-CFA00591	00:14:56	450 SGT BEANS RD		3
		1	***0:14:56***			

Code 2 Calls	**9**
Code 3 Calls	**70**
Total # of Incidents	**79**
Total Average Response Time	**0:12:42**

CITY OF CARMEL - FIRE AMBULANCE DEPARTMENT
APRIL 2023
Response Summary Report by District Type

District Response	Number	Average Response Time
Carmel-By-The-Sea	52	3:34
Carmel Highlands	6	9:44
Cypress Fire Protection	35	6:34
Marina	1	17:44
Mid Coast	2	22:39
Monterey	20	6:28
Pacific Grove	4	15:15
Pebble Beach	10	8:20
Presidio of Monterey	1	14:56
Total Responses	131	11:41



Total Code 3 Calls:	45
CFA Response Times for Code 3 Calls ≤ 5 minutes:	96%

Attachment 4

CITY CLERK PRA LOG – APRIL 2023

request number	Date Requested	10-day response date	records requested	requestor	date completed	notes
2023-40	4/4/2023	4/14/2023	details for every claim filed with the city regarding fallen trees over the last 24 months. Please include copies of claims, payouts, investigations, or denials. If any claim was denied please provide, if any, all information for any legal claim or suits filed against the city that followed any denied claim.	Parker Logan	4/25/23 and 5/24/2023	requested extension to 4/28/2023. Sent first half of responsive records on 4/25/2023, sent remaining records as part two on 5/24/2023.
2023-41	4/4/2023	4/14/2023	request copies of the following items of the city's section 115 pension trust: 1) Any contract award materials related to the 2019 RFP for consulting services (ci.carmel.ca.us/sites/main/files/file-attachments/rfp_cbts_irs_section_115_final_0.pdf); and 2) Quarterly investment reports, if available, as provided by the investment consultant for 2020, 2021, 2022.	Zack Cziryak, Reporter Financial Investment News	4/14/2023	records sent
2023-42	4/5/2023	4/17/2023	Any permits or property files regarding "0 Junipero, 4 SW of Alta" including permits, ADU	Andy Meunier	4/6/2023	records are online, sent link and instructions
2023-43	3/29/2023	4/10/2023	How much OT was paid for storm response in the city, Jan. 1 to prsent and to which people (job titles)	Mary Schley	4/7/2023	sent records
2023-44	4/10/2023	4/20/2023	Data collected pursuant to the Racial and Identity Profiling Act (RIPA) for all stops conducted from 2/1/22 to 3/15/2023, including the fields required by GC 12525.5(B)	Rebecca Seldin, MCO Public Defender		forwarded request to PD to respond
2023-45	4/7/2023	4/17/2023	How much OT was paid for storm response in the city, Jan. 1, 2022 through April 5, 2022, and to which people (job titles)	Mary Schley	4/13/2023	records sent
2023-46	4/6/2023	4/17/2023	City Hall Retaining Wall Repair Project bid - the awarded contractor and awarded amount for the above project. I would also like to know the anticipated start dates, if determined.	Jamaica Bejagan, Construct connect	4/11/2023	responded 4/11/2023 (info already sent 3/30/2023 to construct connect)
2023-47	4/19/2023	n/a	copy of police reoprt - sent to PD	Sal Ramirez	4/21/2023 by PD	sent to PD
2023-48	4/19/2023	5/1/2023	Resolution 2022-084, adopted by the City Council on September 13, 2022, AND the accompanying MEMORANDUM OF UNDERSTANDING between the City of Carmel-by-the-Sea Police Officers Association for the period July 1, 2022, through June 30, 2025.	Phil Finnerman	4/27/2023	records sent

Attachment 4

CITY CLERK PRA LOG – APRIL 2023

request number	Date Requested	10-day response date	records requested	requestor	date completed	notes
2023-49	4/5/2023	4/17/2023	copy of business license applications for Carmel Beauty Boutique	Stephanie Garcia, Law Offices of Robert D. Ponce	5/1/2023	sent email to clarify scope of request 4/27/2023. emailed business license application from 2017 and 2021
2023-50	4/24/2023	5/4/2023	Copy of the letter from the CYC to the City Council regarding the shutdown, and the Dept. of Social Services complaint notice	Ainsley Henderson	4/27/2023	records sent
2023-51	4/28/2023	5/8/2023	request a copy of your building permit records for Carmel By The Sea City that are electronic (nothing scanned or printed) containing residential and commercial permits related to construction, renovation, and maintenance. Time frame-- as far back as digitally stored or at least 2018- present. Info can be pulled from permit management software system used to issue and track permits, IE: "permit history report"	Rolex Domengiano, BuildZoom.com	5/18/2023	records sent via google drive link

Attachment 4

APRIL 2023
POLICE RECORD REQUEST LOG

Request No.	Request Date & Received By	10-Day Due Date	Date Completed by PSO	Requestor	Info Requested	Status
2023-0001	04/04 mw	4/14/2023	4/7 DA	Greg Pantelis	CG2300137	completed
2023-0002	4/7/2023	4/17/2023	4/8 DA	Jacqueline Escobar	CA2300148	completed
2023-0003	04/10/2023 ALI	4/20/2023		Rebecca Seldin	RIPA information	
2023-0004	4/14/23 DA	4/24/2023	4/14 DA	Victor Feinstein	CA2300148	completed
2023-0005	4/14/23 DA	4/24/2023	4/14 DA	Lexis Nexis	CA2300148	comleted
2023-0006	4/20/23 DA	4/30/2023	4/20 DA	Castleman	CC2300099	completed
2023-0007	4/20/23 DA	4/30/2023	4/21 DA	PGE-Sal Ramirez	CG2300189	completed
2023-0008	04/25/23 AI	5/5/2023	21-Apr	Jason Togneri	CG2300042	completed
2023-0009	4/27/23 DA	5/7/2023	4/27 DA	Kim/Mike Sarola	CFS 111920220009	completed

CITY OF CARMEL-BY-THE-SEA
Monthly Report
Public Works Department
April 2023

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

City Council Meeting of April 4, 2023

- Adopted Resolution 2023-0028 approving a list of 5 streets for an asphalt overlay, 20 street segments for slurry seal, and 7 areas for sidewalk repairs, for the Fiscal Year (FY) 23/24 Annual Paving Project. The $1,095,000 project will be offset by $438,570 in external funds.
- Adopted Resolution 2023-034, awarding a $128,600 construction contract to Rehak General Engineering for the City Hall Wall Repair Project, and approving a budget reallocation of $113,600 to complete the Project.
- Public Works Director presented the Request for Proposals (RFP) for a contractor to renovate the Scout House, and subsequently provide activities programming and facility management. The Contractor must enter into an Operations and Maintenance Agreement and Site Lease. Council authorized the release of the RFP and directed staff to proceed with the pre-proposal meeting, but deferred adoption of 2 resolutions related to the California Surplus Lands Act.

City Council Workshop of April 5, 2023

- Public Works Director introduced the Capital Improvement Program (CIP) including: definition, strategy, reviewed 14 CIP projects completed in FY 23, 3 CIP projects to cancel/defer, 3 potential projects to be funded by others, 25 incomplete projects from FYs 22 and 23, valued at $6.7M, to be carried-over into FY 24, 17 potential CIP projects for FY 24, and the 5-Year CIP with potential future funding needs. Council requested that maintenance-oriented projects be moved into operating budgets, advance construction of drainage and beach infrastructure, and added a Scenic Pathway Hardscape Project with matching Carmel Cares funds.

Forest and Beach Commission Meeting of April 13, 2023

- Forestry Administrative Analyst Tom Ford presented information about the March storm impacts on the urban forest, which included: statistics, prioritizing assessments and removals of dangerous trees, staffing resources, permit processing, conditions of the forest, and status of the Urban Forest Master Plan, and he sought feedback from Commissioners and public. Commissioners stated that they were impressed with the work performed given the reduced staffing and magnitude of the storms, and noted praise from community members.
- Reminder for the inaugural Earth Day/Arbor Day celebration on April 22nd at Devendorf Park.
- Presented the Public Works Report, including the Forestry Division update, for March 2023.

Public Works Department Report – April 2023

Administration

- Prepared a Proclamation celebrating National Public Works Week, May 21-27, for the May 2nd City Council meeting.
- Prepared a staff report for a 3-year Master Funding Agreement with TAMC for May 2nd.
- Prepared a staff report and presentation for the second review of the FY 2023/24 Capital Improvement Program for the May 2nd meeting.
- Provided detailed reviews of the proposed Purchasing Ordinance, schedule for the May 2nd meeting, and met with the City Attorney's office to best reflect purchasing challenges and opportunities for contracting and expediting Public Works projects.
- An offer was made, and accepted by, a candidate for the Environmental Programs Manager position. Candidate is currently in background check with tentative start date in mid-May.
- As "homework" from the Traffic Safety Committee, met with MST to consider removing two parking spaces on San Carlos Street, south of Ninth Avenue in front of the bus stop bench, to accommodate proper bus pickups, and to consider relocation of the bus stop on the east side of Junipero Street, north of Fourth Avenue, to be closer to the Vista Lobos parking lot.
- Public Works Director appeared in an article in SF Gate, and subsequently on KSBW News, regarding March storm impacts on the City's urban forest and mitigation measures.
- The RFP for the Scout House was issued, and a mandatory pre-proposal meeting was held on April 25th. Representatives of the Boy Scouts, Girl Scouts, various contractors, and an architect attended, asked insightful questions, and toured the facility.
- Coordinated efforts to seek reimbursement of up to $24,000 from TAMC using Regional Surface Transportation (RSTP) Program funds before the funds expire in late August. Funding will be used for sidewalk repairs, EV charging station connections, and traffic paint.

Carmel Cares

- Fifteen volunteers, including representatives of the Rotaries, CSUMB, and Girl Scouts, cleaned up the Forest Theater grounds, removing an estimated 600 pounds of weeds and debris.
- Participated with other volunteers, including horticulture Professor Alan Wheat, at the North Dunes Habitat Restoration site, and carefully pulled weeds out of the ice plant.
- Continued landscaping improvements in the Post Office parking lot.

Environmental Programs

- Lead the inaugural Earth Day/Arbor celebration on April 22nd in Devendorf Park. Over 20 sustainability, environmental, and other volunteer organizations staffed booths, a Western Redbud tree was planted, and the event was well attended throughout the day.
- ReGen consultant, HF&H, reviewed the proposed 4.16% rate increase by GreenWaste and requested more backup justification. Rate increase to be submitted to Council for the June 6th meeting and go into effect in July.
- Processed a $5,464 Local Assistance Grant, as part of the SB 1383 program, for reimbursement for "lid flipping" trash and recycling inspection services performed by Blue Strike Environmental.
- Applied Marine Science obtained watershed samples and performed water quality laboratory testing for upcoming annual reporting.
- Coordinated with Denise Duffy & Associates who are preparing a proposal for North Dunes Habitat Restoration services and on-call, as-needed, environmental support services.

Facility Maintenance

- Monterey County Environmental Health inspected the Forest Theater concession stand and authorized reopening for food service. Recent water intrusion issues were evaluated and will be addressed after the summer performance season.

- Thayer Construction began repairs at the concession stand at Sunset Center, including replacing the service counter.
- Sentry Alarm replaced burglar and fire alarm systems in the Public Works front offices.
- For the ADA Upgrades project, metal railings were fabricated which will soon be installed in front of the Harrison Memorial Library (HML) and Piccadilly Park.
- Compiled quotes and invoices for potential FEMA reimbursement of roof leaks resulting from the January storms.
- Repaired the sliding partition wall in the Park Branch Library.
- Repaired the City Hall sign and flagpole light.
- Cleared the clogged foot wash drain at Scenic Road near Santa Lucia.
- Coordinated with the Administration Department for upcoming renovations including painting, replacement furniture, and electrical upgrades.
- Attended the Facility Fusion Conference in San Francisco to gain knowledge on current facility maintenance trends in a fast-changing environment.

Project Management for the Capital Improvement Program

Wallace Group Projects:

- For the Mission Trail Nature Preserve (MTNP) Well Abandonment and Water Tank/Pump House Removal Project, final plans, specs, bid documents, and cost estimate were completed by Wallace Group and approved by staff. The project will be advertised for bids effective May 8th with a bid opening in June.
- For the Concrete Streets Repair Project, BKF Engineering submitted 30% plans and cost estimates for 3 alternative treatment options. Full depth removal and replacement of the concrete street is cost-prohibitive, but asphalt surfacing options have merit. Required ADA ramps at intersections appear to trigger bulb outs and drainage modifications in some intersection corners. Review comments from Wallace Group and staff are being compiled to return to BKF for corrections.
- Final edits for the draft Storm Drain Master Plan Update, by Schaaf & Wheeler Engineers, are nearing completion. The final Plan will be reviewed by the Project Team in May.
- For the Drainage System Repairs Project, Neill Engineering is revising scoping and fee proposals, for an upcoming Amendment to their Professional Services Agreement, to design only minor drainage repairs and improvements, allowing for some project funds to be used for construction. Design and construction of the Junipero Street main/bypass will be deferred.
- Wallace Group Project Manager, Rick Reidl, who has been doing an excellent job managing three large civil engineering projects, announced his resignation effective mid-May.

Ausonio, Inc. Projects:

- For the City Hall Retaining Wall Repair Project, the contract with Rehak General Engineering was executed, Notice to Proceed was issued effective April 24th, and a pre-construction meeting was held. The April 24th start date was deferred one week due to delayed delivery of the structural helical piles needed to shore up the historic building during demolition.
- For the City Hall Roof Replacement, HML Exterior/Interior Painting, Sunset Center Exterior Painting, and Cottage Windows Repairs, architects Ten Over Studios submitted 100% schematic plans and specifications. Also, M3 prepared specifications for hazardous materials remediation associated with the painting. Ausonio has begun compiling the overall bid package for these bundled projects.
- For the Facility Condition Assessments Project, as review comments continue to be generated from the draft report prepared by Bureau Veritas, facilities identified to be in “poor”

condition in City Hall, Fire Station, and Vista Lobos, were added into Years 2-5 in the 5-Year Capital Improvement Plan.

4 Leaf Projects:

- For the Police Building Project, Indigo architects was notified as the top-ranked proposer. Three rounds of scope of work, schedule, and fee negotiations were held with Indigo to ensure the most critical aspects of the facility evaluation is completed at reasonable costs. The proposed Professional Services Agreement was delayed to the June Council meeting.

Additional CIP Projects:

- For the MTNP 3 Drainage Improvements Project, a permit is ready to be issued by the Army Corps of Engineers. However, the California Department of Fish and Wildlife and the Water Quality Control Board asked onerous questions and requested unanticipated modifications to the project design which will temporarily further delay this Project.
- For the Electrical Panels Upgrade and Sunset Center Meter Replacement Projects, and EV Charging Stations expansion along the south edge of the Vista Lobos parking lot, the selected electrical/mechanical engineering firm, Advance Design Consultants, submitted a proposal. Negotiations revealed that possible PG&E power service upgrades to certain meters may modify the proposed work; consequently, some design work will need to be phased following preliminary evaluations and design work.
- For the Coastal Engineering Study, the final report for Task 1, the Shoreline Condition Assessment, was submitted. Tasks 2 and 3 (of the 4 tasks in Phase I) are underway.
- Neill Engineers is modifying the FY 2019/20 Paving Project plans, removing paving on Junipero and Fifth due to underground drainage improvements, removing the San Carlos Street median islands due to community opposition, and modifying the bid documents.
- The electric Street Sweeper is currently being assembled overseas, but delivery will be at least 3 months behind schedule. Project moved into carry-over status in the FY 24 CIP.

Street Maintenance

- Forestry crews continued with dangerous tree removals, hanger removals, debris clearing, and chipping resulting from the winter storms.
- Cleared some fallen trees, limbs, and debris piles out of the MTNP.
- Street crews resumed work on ongoing sidewalk repairs and prepared to start the annual traffic painting project in early May.
- A segment of curb and gutter, pushed out of alignment by cypress roots, was reconstructed on Fifth Avenue east of the Post Office. Sidewalk pavers were also replaced.
- Began to set up and take down facilities for the Third Thursday events in Devendorf Park.
- Began to update fees for Public Works services including tree permit application processing, encroachment permits, landscaping and traffic control plans, development applications, etc.

Forestry Parks and Beach Report

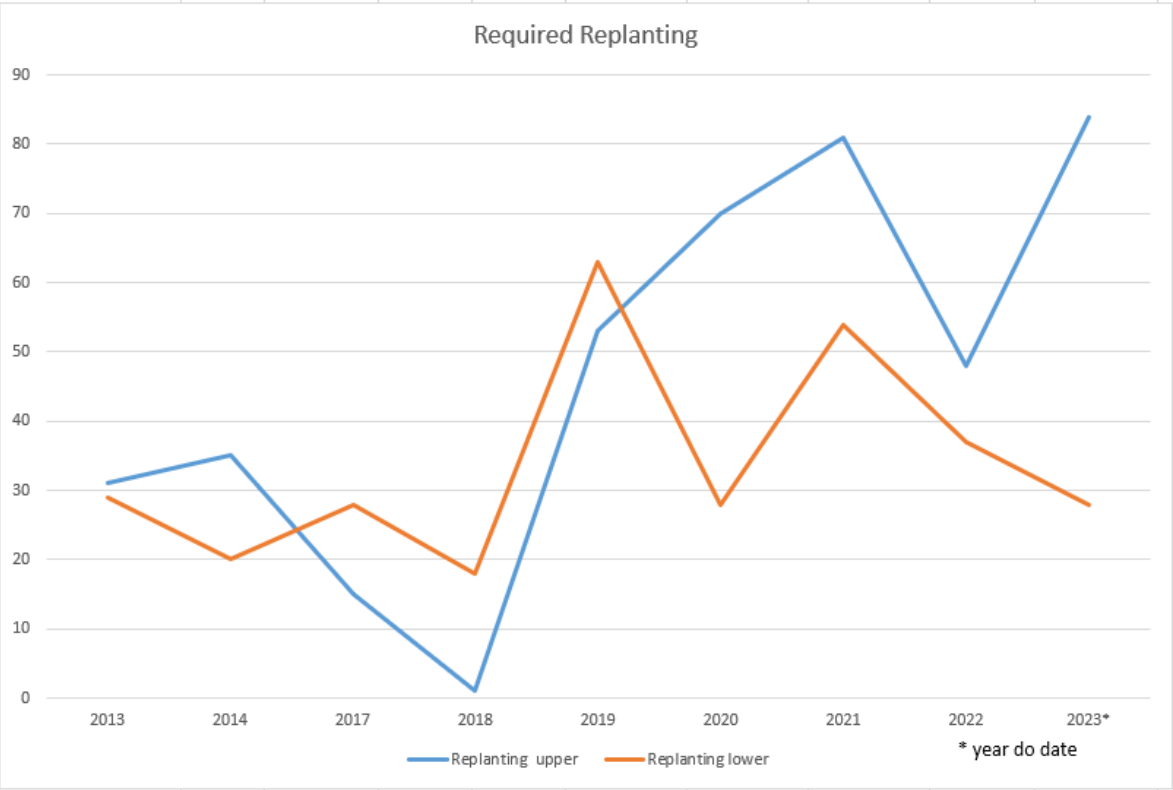
- Davey Resource Group is working on a majority of their 10 technical studies and evaluations associated with the Urban Forest Master Plan. They are approximately 50% complete overall.
- Applications to be part of the Urban Forest Management Plan's Steering Committee will be posted to the City website beginning May 12th and will be open for two weeks until Friday, May 26th.
- On-call landscape maintenance contractor, Town & Country, continues working on numerous task orders covering a wide range of landscaping services. A portion of their fees for their work in upgrading the Ocean Avenue Pathway, between Junipero and the east City limits, was charged to the FY 2022/23 CIP project account for Beautification.

- A kickoff meeting was held simultaneously with new, on-call, tree services contractors Community Tree Service, Tope's Tree Service, and West Coast Arborist. Contract documents were submitted for contract execution. Due to their recent work on storm recovery, their $30k, $60k, and $60k initial contract amounts, respectively, for FY 2022/23 have been exhausted. Change Orders to increase their contracts will be submitted for City Council approval in June.
- Issued Task Orders for removal of 10 very large stumps in the public right-of-way resulting from the storms.
- Completed a tree damage assessment in the MTNP, with the assistance of the Friends of MTNP, which identified 15 fallen trees, 21 leaning/dangerous trees, and 7 trees needing safety pruning. Seeking operating budget to address this work.
- Prepared a staff report, for the May 2nd Council meeting, for approval of a $50,000 Purchase Order to Pacific Redwood Products for lumber and materials for the Scenic Pathway Barrier Rails Project. Materials will be provided to Carmel Cares for installation, who will perform the labor at no cost to the City.
- A representative of FEMA came into the office to obtain detailed information about tree impacts and expenses associated with the January storms, for potential reimbursement.
- The presentation of "City Prioritization, Data, and Actions Related to Tree Concerns" has been published to the City website. Accordingly, the graphs in subsequent Forester's Reports will be updated to reflect more accurate numbers of City tree work during storm months.
- A protected cypress tree, with dangerous large, cracked limbs resulting from the March storms, was removed near Scenic Road and Eighth Avenue on an urgent basis.
- Justin Ono of Ono Consulting continues providing consulting arborist services on a part time basis. Louise Shurvinton Bradley continues to provide full-time administrative support for tree permits, public records requests, claims, and other matters through a staffing agency.

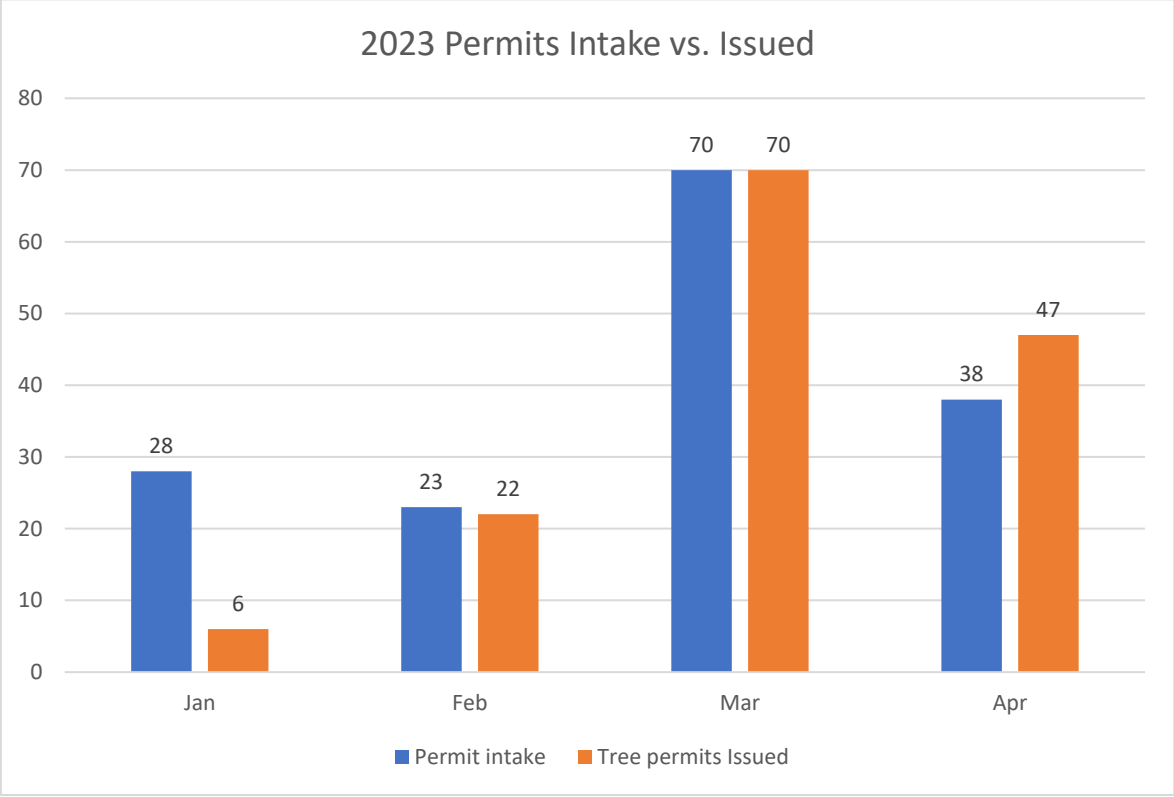
Private and Development Activities

2023 Permitted Removals and Required Planting

	Tree permits received	Tree permits Issued	Total Prunings	Total Removals	Removal of Upper	Removal of Lower	Plant Upper	Plant Lower	No room for new tree	Meets Density Rec.	Total Number of Trees Required
January	28	6	0	12	3	7	5	1	0	2	5
February	23	22	1	24	15	9	15	10	0	0	25
March	70	70	21	71	47	24	32	14	1	7	46
April	38	47	16	53	49	4	32	3	2	2	35
May											
June											
July											
August											
September											
October											
November											
December											
2023 totals	159	145	38	160	114	44	84	28	3	11	111

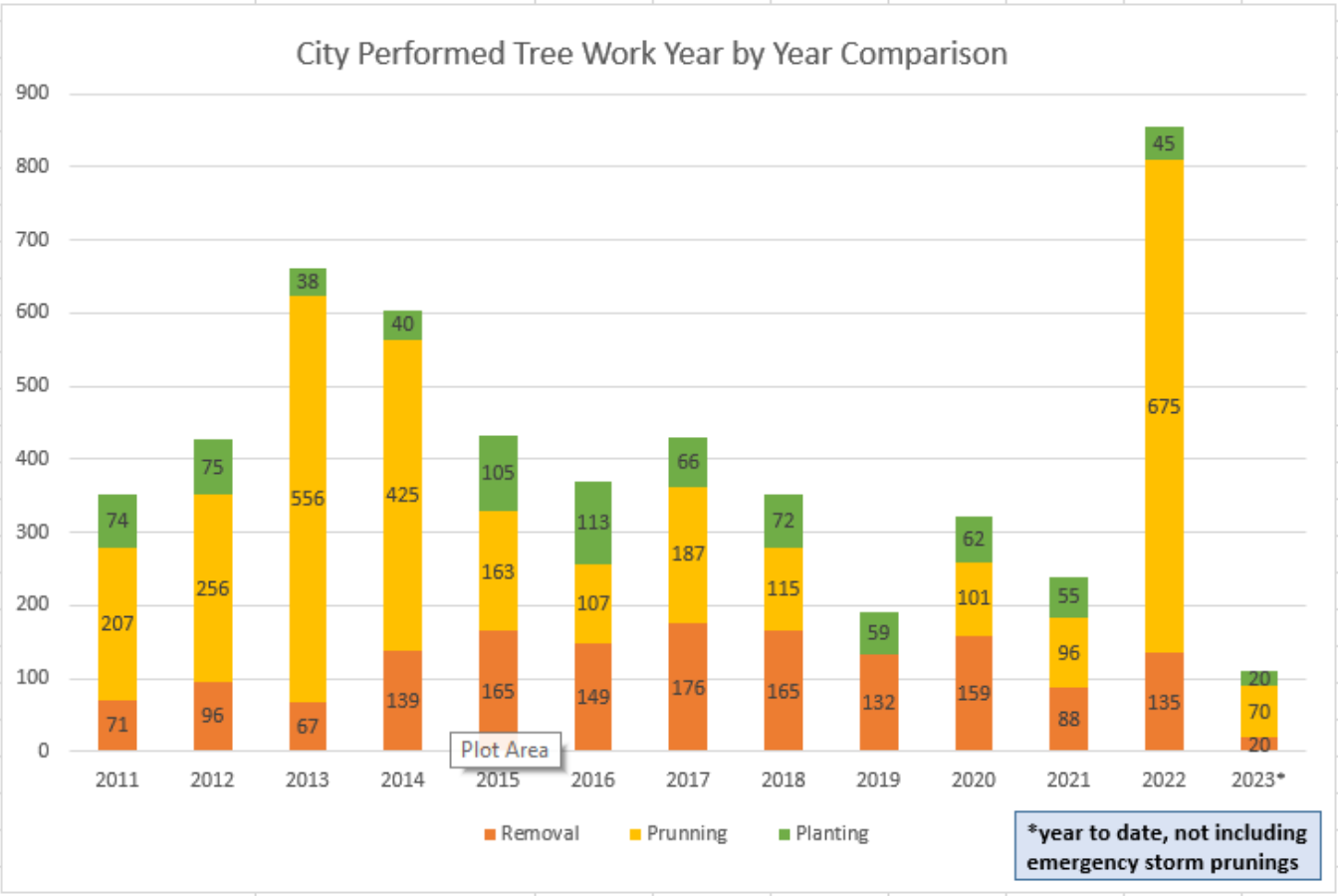


City Forestry, Parks, and Beach Activities



Public Works Department Report – April 2023

Attachment 5



The City's Freshdesk server was unable to populate data related to resolved "tickets" (emails and voicemails) in the month of April 2023. Therefore, the May 2023 Forester's report will include both April and May 2023 Freshdesk data.

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

June 6, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	April 2023 Check Register Summary

RECOMMENDATION:

Approve the check register for April 2023.

BACKGROUND/SUMMARY:

The check register is produced from the City's financial system. The report groups the checks by the respective department or function. The check register includes the check number, the name of the vendor, a description of the purchase, the check issue date and the amount of the check.

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

On the last page of the report, staff have included the contract balance for the respective vendors that were paid in April 2023.

FISCAL IMPACT:

The check register summary for April 2023 totals $2,042,929.11.

PRIOR CITY COUNCIL ACTION:

Council ratified the March 2023 check register at the May 2, 2023, regular meeting.

ATTACHMENTS:

Attachment 1) April Check Register Summary

April 2023 Check Register

Attachment 1

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 000 ___				
51140	Monterey County Convention & Visitors Bureau	TID Remittance Jan-Feb 2023	04/28/2023	29,157.48
51162	Visit Carmel	CHID remittance Jan-Feb 2023	04/28/2023	130,883.88
		Total for Department: 000 ___		160,041.36
Department: 110 City Council				
50961	Bobby Richards	Reimburse for Housing Crisis Event	04/03/2023	27.72
50997	Peninsula Messenger LLC	Mail service sorting and delivery	04/03/2023	5,229.00
51036	Bobby Richards	Reimburse for League of Nat Cities expenses	04/12/2023	4,314.77
51045	Dave Potter	Reimburse for League of Ca Cities/National League/Directors Mtg	04/12/2023	2,758.62
51060	Monterey County Mayor's Association	League of California Cities Annual dues	04/12/2023	1,575.83
51085	Carmel Chamber of Commerce	Carmel Chamber 2023 Annual Membership Luncheon table	04/19/2023	1,000.00
		Total for Department: 110 City Council		14,905.94
Department: 111 City Administration				
50955	Alhambra	Water service City Hall	04/03/2023	125.94
50956	Amazon Web Services Inc	Data and cloud storage fees	04/03/2023	889.93
50959	AT&T	Telephone service citywide	04/03/2023	3,022.77
50962	Brandon Swanson	Reimburse 2/24/23 Housing Ad Hoc committee lunch	04/03/2023	102.92
50968	Copies By-The-Sea	Agenda printing services	04/03/2023	843.52
50977	GovInvest Inc	Pension Analysis - Updated Financial Forcast Model	04/03/2023	12,000.00
50979	Image Sales	Employee ID Badges	04/03/2023	23.93
50983	JRBC Electric	Labor and material PD electrical systems	04/03/2023	2,200.35
50993	Municipal Resource Group, LLC	Consulting:Paid Parking Prof services	04/03/2023	4,331.25
51002	Revenue & Cost Specialists LLC	User fee study review	04/03/2023	5,000.00
51003	Robert Half	Temporary payroll assistance services	04/03/2023	4,394.40
51008	T-Mobile	Monthly cell service, usage and purchases	04/03/2023	2,932.06
51013	Universal Staffing Inc	Temporary staffing services:Front desk, City Hall	04/03/2023	2,318.00
51014	US Bank	Housing Ad Hoc Committee lunch meeting expenses	04/03/2023	146.17
51016	Wageworks,Inc	FSA Admin Fees	04/03/2023	264.29
51019	Yvette Oblander	5 Year Service Award	04/03/2023	50.00
51033	All American Mailing, Inc	PACT Postcards	04/12/2023	2,187.04
51035	AT&T	Telephone service citywide	04/12/2023	2,549.51
51038	California Municipal Statistics Inc	Direct and Overlapping Debt Statement as of 6/30/22	04/12/2023	550.00
51040	Carmel Pine Cone	Legal noticing	04/12/2023	1,270.00
51042	Chavan and Associates, LLC	Financial audit FY 2022-23	04/12/2023	18,000.00
51047	Diversified Management Group	HR Consulting services	04/12/2023	287.50
51054	Hinderliter, De Llamas & Associates	Sales/transactions tax auditing services	04/12/2023	2,412.93
51055	Image Sales	Employee ID Badges	04/12/2023	22.83
51057	Iron Mountain	Records storage service	04/12/2023	1,264.48
51058	Leslie Fenton	Reimbursement for employee appreciation event supplies	04/12/2023	10.93
51069	Robert Half	Temporary payroll assistance services	04/12/2023	4,394.40
51073	Sweet Reba'a LLC	Food for employee event	04/12/2023	90.00
51079	Universal Staffing Inc	Temporary staffing services:Front desk, City Hall	04/12/2023	4,636.00
51080	US Bank	Admin Vehicle expense	04/12/2023	90.00
51080	US Bank	CA NYT subscription	04/12/2023	17.00
51080	US Bank	Calpelra - Membership	04/12/2023	325.00
51080	US Bank	CHS Mock Council Meeting Expense	04/12/2023	635.68
51080	US Bank	HR Training Fees	04/12/2023	660.00
51084	Xerox Financial Services	Copier lease (7) agreement	04/12/2023	3,123.58
51086	Comcast Business	NonNGEN internet and recurring charges	04/19/2023	644.82
51088	Diversified Management Group	HR Consulting services	04/19/2023	287.50
51090	Emma Huiling Qian	Reimbursement for shipping City laptop	04/19/2023	29.52
51092	J 4 Systems	Billable services for Systems Engineer	04/19/2023	842.50
51096	Robert Half	Temporary payroll assistance services	04/19/2023	4,394.40
51098	Softchoice Corporation	SLG EA Microsoft Enterprise agreement/Azure Security upgrade	04/19/2023	711.00
51099	Traffic Patterns	Recuritment services and on-call HR	04/19/2023	3,561.25
51100	UPEC United Public Employees Local 292	Misc union fees	04/19/2023	25.00
51113	Alhambra	Water service City Hall	04/28/2023	190.86
51122	Carmel Pine Cone	Legal noticing	04/28/2023	270.00
51125	Comcast	City Hall business cable service	04/28/2023	73.46
51127	Corbin Willits System	MOM Financial system monthly fee	04/28/2023	720.79
51131	Digital Deployment	Website support agreement:Maint, training, security and updates	04/28/2023	700.00
51138	Minuteman Press	Envelopes, stationary, business card and business license form p	04/28/2023	434.50
51142	Monterey Transfer and Storage Inc	Document shredding services City Hall	04/28/2023	60.00

51145	Office Depot, Inc.	Office supplies - Finance and Admin	04/28/2023	659.08
51147	Quality Print & Copy	Printing services:Business cards, stationary, envelopes	04/28/2023	92.86
51148	Richard Rerig	Employee agreement reimbursement	04/28/2023	1,000.00
51153	Springbrook Software	Professional services relating to accounting software usage	04/28/2023	378.00
51159	Universal Staffing Inc	Temporary staffing services:Front desk, City Hall	04/28/2023	2,318.00
51160	US Bank	Employee appreciation event supplies	04/28/2023	53.33
51160	US Bank	ConstantContact.com subscription	04/28/2023	70.00
51160	US Bank	SpringBrook Training - Payroll	04/28/2023	900.00
51160	US Bank	HR subscription	04/28/2023	11.95
51160	US Bank	IT telephone expense	04/28/2023	605.79
51160	US Bank	IT storage and subscriptions expense	04/28/2023	2,074.36
51160	US Bank	IT non capital computer expense	04/28/2023	1,626.45
51160	US Bank	Finance charge	04/28/2023	19.00
51161	Verizon Wireless	Cell phone usage and sales	04/28/2023	1,321.58
51163	Wageworks,Inc	FSA Admin fee curr/prior yr & mo complicance fee	04/28/2023	200.00
		Total for Department: 111 City Administration		105,448.41
Department: 112 City Attorney				
51072	Sloan Sakai Yeong & Wong	Legal services:Personnel	04/12/2023	3,191.36
51120	Burke,Williams & Sorensen, LLP	Legal costs-FY 22-23- Labor Negotiations	04/28/2023	27,168.57
		Total for Department: 112 City Attorney		30,359.93
Department: 115 Community Planning & Building				
50971	CSG Consultants, Inc.	FY 22-23: Building Dept. - Plan Review Svcs.	04/03/2023	724.50
50987	Marnie Waffle	Feb. 2023 Training reimbursement	04/03/2023	102.94
50994	Office Depot, Inc.	Office supplies	04/03/2023	120.05
50995	One Workplace L Ferrari	Office Furniture: AMQ S-Series Storage Pedestal	04/03/2023	270.61
51014	US Bank	CPB Subscriptions and memberships	04/03/2023	599.00
51014	US Bank	Urban & Regional Info System Association fee	04/03/2023	415.00
51014	US Bank	Frederico's Embroidery: CP&B ball caps	04/03/2023	237.50
51014	US Bank	Office supplies	04/03/2023	29.26
51039	Caltronics/J.J.R Enterprises. Inc	KONS Waste Toner Box	04/12/2023	52.86
51041	Carmel Towing & Garage	March Fuel	04/12/2023	89.36
51048	ECONorthwest	Housing Feasibility	04/12/2023	3,749.85
51049	EMC Planning Group, Inc	6th Cycle Housing Element: Jan. - Feb. 2023	04/12/2023	16,427.66
51050	Engineered Fire Systems	FY 22-23: Fire Inspection Plan Reviews	04/12/2023	750.00
51052	FedEx	FY 22-23: Planning Dept. - Shipping Fees, Volume Studies	04/12/2023	24.51
51063	Office Depot, Inc.	Office supplies	04/12/2023	183.20
51066	People Information Earth Services	Monthly Svc. Fee, mailing labels software: Jan. 2022 - Dec. 2022	04/12/2023	3,600.00
51159	Universal Staffing Inc	Temporary staffing services	04/28/2023	1,906.08
		Total for Department: 115 Community Planning & Bldg		29,282.38
Department: 116 Police				
50960	AT&T	PD Phone Number lookup services	04/03/2023	225.00
50980	Javier Auto Services	PD Auto repairs	04/03/2023	1,962.36
50990	Monterey County District Attorney/Accounting	Agency share of Blood Alcohol testing services	04/03/2023	1,155.68
51000	Proforce Law Enforcement	PD - Firearms replacement	04/03/2023	537.70
51009	Transunion Risk & Alterna	PD: Monthly fee for information services	04/03/2023	75.00
51032	Alhambra	Water service Police Dept	04/12/2023	246.46
51041	Carmel Towing & Garage	PD Towing expense	04/12/2023	4,330.66
51056	Inmar RX Solutions Inc	PD Drug waste processing and disposal	04/12/2023	246.00
51061	Monterey County Sheriff-Coroner	Criminal Justice Information System fees	04/12/2023	21,103.42
51062	MP Express Printing	Printing of service material:Parking citations, misc forms	04/12/2023	470.22
51074	T2 Systems Canada Inc.	PD:Digital iris services	04/12/2023	150.00
51078	United Public Safety, Inc	Ticketing Platform for PD:Hardware, software, tech support	04/12/2023	9.15
51081	Verizon Wireless	Air cards for MDT's	04/12/2023	326.98
51114	Alpha Auto	Auto repairs - PD	04/28/2023	282.78
51125	Comcast	PD Cable services	04/28/2023	342.37
51130	Department of Justice/Accounting Office	PD:Fingerprinting services	04/28/2023	179.00
51151	Seaside Chrysler, Dodge, Jeep	PD Vehicle repairs	04/28/2023	4,243.35
51152	Speak Write Billing Department	Speak Write program -PD	04/28/2023	170.12
51155	Timothy Ament	Reimburse for tuition So New Hampshire Univ	04/28/2023	960.00
51157	Transunion Risk & Alterna	PD: Monthly fee for information services	04/28/2023	75.00
		Total for Department: 116 Police		37,091.25
Department: 117 Fire				
50967	City Of Monterey	FY 2022-23 Monthly fee:Interim Fire Admin/Emerg Incident Mgmt	04/03/2023	236,620.21
50976	First Alarm	Alarm services-Fire Station	04/03/2023	309.12
50988	Mission Linen Service	Fire Dept laundry service	04/03/2023	123.62
51031	Air Exchange, Inc.	Safety equipment Fire Station	04/12/2023	271.11

51034	American Supply Company	Housekeeping supplies-Fire Dept	04/12/2023	172.18
51041	Carmel Towing & Garage	Fire Dept gas expense (E15)	04/12/2023	2,107.71
51043	City Of Monterey	FY 22-23 Fire Dept vehicle repairs	04/12/2023	556.01
51044	Cypress Coast Ford/Lincoln	Ambulance vehicle repairs	04/12/2023	2,811.07
51124	City Of Monterey	FY 2022-23 Monthly fee:Interim Fire Admin/Emerg Incident Mgmt	04/28/2023	236,620.21
51139	Mission Linen Service	Fire Dept laundry service	04/28/2023	370.86
		Total for Department: 117 Fire		479,962.10

Department: 118 Ambulance

50958	Arthur Rosillo	ESO Training4/10-4/14/23	04/03/2023	226.00
50967	City Of Monterey	FY 2022-23 Ambulance Administration fee	04/03/2023	5,215.18
50998	Peninsula Welding & Medical Supply, inc.	Ambulance Dept-Oxygen/hazardous materials transport service	04/03/2023	34.81
51065	Peninsula Welding & Medical Supply, inc.	Ambulance Dept-Oxygen/hazardous materials transport service	04/12/2023	90.30
51118	Bound Tree Medical LLC	Medical supplies	04/28/2023	3,795.15
51124	City Of Monterey	FY 2022-23 Ambulance Administration fee	04/28/2023	8,496.34
51129	De Lage Landen Financial	Ambulance Copier lease	04/28/2023	169.79
51143	Myles Routh	Medic license	04/28/2023	180.00
51165	Wittman Enterprises, LLC	Ambulance billing service	04/28/2023	4,824.05
		Total for Department: 118 Ambulance		23,031.62

Department: 119 Public Works

50954	Ailing House Pest Control	City Wide Pest Control	04/03/2023	504.00
50957	American Supply Company	PW/FM Janitorial supplies	04/03/2023	893.00
50963	Cal Coast Electric, Inc	Load test requested by Bukiding Official for CFD	04/03/2023	600.00
50964	Carmel Cares-Dale Byrne, President	Landscaping work	04/03/2023	5,737.50
50966	Cintas Corporation	PW Uniform Service 21/22 FY	04/03/2023	511.12
50969	Coyote Tree Service	Emergency Tree Work- 2/15/23 #298	04/03/2023	250.00
50978	Hana Gardens Del Rey Oaks	Jan storm errosion in MTNP-Mountain gate boulders	04/03/2023	1,471.71
50982	Jessica Juico	Mileage reinbursement for offsite meetings- MRSWMP Mtg	04/03/2023	1,023.63
50989	Monterey Bay Air Resources District	Late payment penalty-3/10/23 #599-031023LATE	04/03/2023	377.25
50991	Monterey County Petroleum	Diesel fuel for generator-3/14/23 #0211123-IN	04/03/2023	3,265.47
50992	Monterey Regional Waste Management District	Regional SB 1383 implementation	04/03/2023	3,750.00
50996	Otis Elevatior Company	HML Contract #SJM066500	04/03/2023	3,306.08
50999	Poe's Plumbing & Backflow	Main line stoppage at Library basement 1/10/23 #29120	04/03/2023	748.99
51005	Scarborough Lumber & Building	FACILITIY MAINT DIVISION - Hardware supplies	04/03/2023	821.67
51006	Sentry Alarm Systems	Alarm monitoring for City buildings	04/03/2023	1,877.25
51011	Trucksis Enterprises, Inc.	CA Flag 2 - 1/25/23 #13105	04/03/2023	1,068.68
51012	Uline Inc.	PW Streets - Safety Supplies	04/03/2023	457.84
51013	Universal Staffing Inc	Temporary staffing services-PW-Forestry	04/03/2023	3,400.00
51014	US Bank	FM supplies for City projects - CW	04/03/2023	988.03
51014	US Bank	Storage totes	04/03/2023	65.61
51014	US Bank	Online training - Community Behaviors - RH	04/03/2023	150.00
51014	US Bank	Cell phone accessories	04/03/2023	27.27
51014	US Bank	Sand bags- 6183 2/6/23 RH	04/03/2023	688.38
51032	Alhambra	PW Water Delivery-	04/12/2023	464.05
51034	American Supply Company	PW/FM Janitorial supplies	04/12/2023	350.15
51041	Carmel Towing & Garage	PW Streets - Fuel for PW vehicles	04/12/2023	3,886.02
51053	Hayward Lumber	PW Streets - Supplies	04/12/2023	203.35
51068	Pureserve Building Service	Janitorial services	04/12/2023	21,141.35
51079	Universal Staffing Inc	Temporary staffing services-PW Louise Bradley-Forestry	04/12/2023	3,400.00
51087	Core Management Services, LLC	Software for janitorial contract-3/31/23 #17956	04/19/2023	600.00
51093	Michael Wood	Safety Boots per MOU-22/23 FY	04/19/2023	250.00
51097	Scarborough Lumber & Building	Chainsaw repairs 3/31/23 #446689-4	04/19/2023	275.00
51112	Ailing House Pest Control	City Wide Pest Control	04/28/2023	434.00
51115	Always Under Pressure	Oil Water Seperator	04/28/2023	261.25
51117	Bay City Boiler	Emergency repair-boiler parts replacement @ SSC	04/28/2023	4,689.15
51123	Cintas Corporation	PW Uniform Service 21/22 FY	04/28/2023	516.06
51126	Conte's Generator Service, iNC	PW/FM Emergency generator services	04/28/2023	512.52
51128	David Saldivar	Boots per MOU 250.00 DS4/2/93	04/28/2023	250.00
51129	De Lage Landen Financial	PW Copier monthly lease-	04/28/2023	205.40
51133	Golden State Portables	Portables for Forest Theater -	04/28/2023	1,062.19
51134	Granite Rock Company	Supplies for PW	04/28/2023	656.61
51135	Hayward Lumber	PW Streets - Supplies	04/28/2023	224.51
51136	M & S Building Supply	FACILITY MAINT. DIVISION - Supplies	04/28/2023	19.69
51141	Monterey County Weekly Classifieds	Public Notice Scout House-4/6/23 #37-072215-00000	04/28/2023	346.50
51145	Office Depot, Inc.	PW/FM/Forestry - Office Supplies FY 2023	04/28/2023	102.67
51146	Ono Consulting	On-call arborist for tree evaluations	04/28/2023	15,150.00
51149	Ross Roofing Inc	Roof repair services for City Facilities	04/28/2023	3,582.00
51150	Scarborough Lumber & Building	PW Streets - Supplies	04/28/2023	44.00
51156	Tope's Tree Service Inc.	Tree services citywide as directed by City Forester	04/28/2023	8,358.00

51159	Universal Staffing Inc	Temporary staffing services-PW Louise Bradley-Forestry	04/28/2023	3,400.00
51164	West Coast Arborists Inc .	Contract tree work	04/28/2023	14,628.40
		Total for Department: 119 Public Works		116,996.35
Department: 120 Library				
51095	Pacific Grove Self Storage	Storage Unit - Document storage	04/19/2023	353.00
		Total for Department: 120 Library		353.00
Department: 121 Community Activities				
51091	Glastonbury Inc	PW Earth Day Celebration 2023 sound	04/19/2023	1,650.00
51160	US Bank	FestivalNet 12-month subscription - Homecrafters' ad	04/28/2023	60.00
51160	US Bank	Supplies for Library	04/28/2023	149.60
		Total for Department: 121 Community Activities		1,859.60
Department: 122 Economic Revitalization				
51082	Visit Carmel	Destination Marketing-Quarter 2 2023	04/12/2023	30,000.00
51094	Monterey County Convention & Visitors Bureau	Destination Marketing Jurisdiction investment Q4 Apr - Jun 2023	04/19/2023	50,002.50
51154	Sunset Cultural Center Inc.	Current fiscal year Operating Grant	04/28/2023	187,500.00
		Total for Department: 122 Economic Revitalization		267,502.50
Department: 130 Non-Departmental				
51020	U.S. Bank PARS	Sec 115 Trust Pension Mitigation Payment 3 of 4	04/03/2023	250,000.00
51064	Pacific Gas & Electric	Citywide gas & electric services	04/12/2023	15,261.50
51067	Prism Public Risk Innovation	Apr-Jun 2023 70 employees	04/12/2023	474.60
51077	U.S. Bank PARS	Sec 115 Trust Pension Mitigation Payment 4 of 4	04/12/2023	250,000.00
51121	Cal-Am Water Company	Water service citywide	04/28/2023	10,179.26
		Total for Department: 130 Non-Departmental		525,915.36
Department: 311 Capital Projects				
50953	4Leaf, Inc	Police Facility Reno Project	04/03/2023	19,330.00
50963	Cal Coast Electric, Inc	Electrical work for PW Garage panel	04/03/2023	24,172.19
50973	Drought Resistant Nursery	Plants for Ocean Ave.-3/9/23 #262724	04/03/2023	404.66
50974	EMC Planning Group, Inc	Coastal Engineering Study and Adaptation Plan	04/03/2023	16,882.61
50985	Layer 1 Networks Inc	Telcom Work per Joel. 2/28/23 #60402	04/03/2023	2,603.34
51004	Ross Roofing Inc	Repair leaks for PD roof	04/03/2023	3,454.00
51007	Ten Over Studio, Inc	Architecural Services-On Call- SSC Window Repair	04/03/2023	24,024.64
51014	US Bank	CIP: SCANNING & DIGITIZING PROJECT	04/03/2023	740.44
51015	Valley Hills Nursery	Plants for City sites- 3/9/23 #598	04/03/2023	1,037.31
51017	Wallace Group	Project managment:CIP MTNP well, tank, and pump house	04/03/2023	5,574.00
51071	Schaaf & Wheeler Civil Engineers	Storm Drain Master Plan	04/12/2023	12,672.50
51075	Ten Over Studio, Inc	Architecural Services-On Call- SSC Window Repair	04/12/2023	6,971.62
51111	4Leaf, Inc	Police Facility Reno Project	04/28/2023	5,216.25
51116	American Lock & Key	New transmitter for ADA closer @ CH 4/6/23 #83897	04/28/2023	1,202.45
51119	Bureau Veritas North America Inc	Facilities Condition Assessment Project	04/28/2023	15,404.50
51132	EMC Planning Group, Inc	Coastal Engineering Study and Adaptation Plan	04/28/2023	12,439.31
51137	M3 Environmental Consulting	SSC Haz Materials and Paint Project 4/7/23 #2328701	04/28/2023	3,500.00
51144	Neill Engineers Corp.	City Wide Drainage Storm Drain Master Plan	04/28/2023	16,876.00
		Total for Department: 311 Capital Projects		172,505.82
Department: 411 Debt Service				
51101	US Bank	Debt service Carmel Pub Auth 2020 Ref LRBS	04/19/2023	77,673.49
		Total for Department: 411 Debt Service		77,673.49
		Grand Total		2,042,929.11

Schedule of Contract Payments - April

Vendor	Contract Amt	Paid thru Apr	Contract Balance	
Pen Messenger	$ 107,730.00	$ 20,247.00	$ 87,483.00	
City of Monterey *	$ 2,839,443.00	$2,528,486.70	$ 310,956.30	Fire Admin
J4 Systems	$ 41,840.70	$ 2,142.50	$ 39,698.20	
Pureserve *	$ 250,000.00	$ 211,413.50	$ 38,586.50	
4Leaf Inc.	$ 179,800.00	$ 42,162.50	$ 137,637.50	

* FY2022-2023 Budget

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

June 6, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Jermel Laurie, Building Official
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-054 authorizing the City Administrator to execute an Amendment to Professional Services Agreement No. CPB-CSG-033-19-20 with CSG Consultants, Inc. for on-call building and code compliance services increasing the not to exceed amount from $240,000 to $331,000, and extending the term to June 30, 2024

RECOMMENDATION:

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

BACKGROUND/SUMMARY:

From time to time, the City utilizes the services of on-call building plan check services, which is paid for in full by the cost of building permit applications. The City Administrator executed Professional Services Agreement No. CPB-CSG-033-19-20on July 1, 2019 with CSG Consultants, Inc. (CSG) for on-call building services for a not-to-exceed amount of $10,000 for the term of July 1, 2019 to June 30, 2020. On July 13, 2020, the City Administrator executed an amendment to the agreement with CSG to increase the not-to-exceed amount to $24,999 and extend the term to July 1, 2020 through June 30, 2022. On November 1, 2021, City Council authorized the City Administrator to execute an agreement with CSG increasing the contract value to a not to exceed amount of $200,000. On August 2, 2022, City Council authorized the City Administrator to execute an agreement with CSG increasing the contract value to a not to exceed amount of $240,000. Although City Council approved this increase, due to an administrative oversight, a Contract Service Agreement was not processed through June 30, 2023. CSG continued to honor the previous contract to date. In addition, approximately $51,000 in services were also omitted from the most recent contract value increase to $240,000. The attached resolution (Attachment 1) extends the contract term through June 30, 2024 while also correcting the previous oversight of the contract value.

Carmel Municipal Code requires Council to approve all contracts with a value of $25,000 or more by resolution. The purpose of this agenda item is to authorize the City Administrator to approve an amendment to the existing agreement with CSG that: (1) Increases the not to exceed amount by $91,000, from $240,000 to $331,000. This captures both the $51,000 that was omitted in 2022, and the $40,000

programmed for FY 2023-24; and (2) extends the term of the agreement through the end of fiscal year 2023-24, with an expiration of June 30, 2024.

With the Building Department fully staffed, this increase is intended to allow for CSG to perform plan check reviews which require technical knowledge not available on staff. The vast majority of “typical” building plan checks are handled in-house.

FISCAL IMPACT:

The FY 2023-2024 Budget for Community Planning and Building includes $40,000 for CSG to perform building plan check services, which is paid for with building permit fees (pass through cost). The additional $51,000 being added to the contract value was also fully covered by building permit fees No budget amendments are required for this action. This is only a contract amendment to bring the term and value current.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1) Resolution 2023-054
Attachment 2) CSG Agreement 2023-24

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANAMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO. CPB-CSG-033-19-20 WITH CSG CONSULTANTS, INC. FOR BUILDING AND CODE COMPLIANCE SERVICES EXTENDING THE CONTRACT TERMINATION DATE TO JUNE 30, 2024 AND INCREASING THE NOT TO EXCEED VALUE FROM $240,000 TO $331,000

WHEREAS, the City of Carmel-by-the-Sea (City) currently utilizes CSG Consultants, Inc. (CSG) to perform on-call building plan check under a Professional Services Agreement approved by Resolution No. 2021-067 on November 1, 2021; and

WHEREAS, the City's Community Planning and Building Department wishes to continue to utilize CSG's specialized knowledge and skills pertaining to building plan check review for certain types of technical projects; and

WHEREAS, CSG possesses the skills to perform these services; and

WHEREAS, building permit plan check services are fully covered by building permit fees taken in from the applicant for each project; and

WHEREAS, on August 2, 2022, the City executed a contract amendment with CSG to increase the value of Professional Services Agreement No. CPB-CSG-033-19-20 to a not to exceed amount of $240,000

WHEREAS, the adopted Fiscal Year 2023-2024 Budget for Community Planning and Building includes $40,000 for contract services to perform building plan check for services that the City does not retain the technical capability to perform; and

WHEREAS, the prior contract amendment failed to include $51,000 of work performed under the agreement, all of which was paid for by building permit fees;

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

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

Authorize the City Administrator to execute an amendment to professional services agreement CPB-CSG-033-19-20 with CSG Consultants, Inc. for on-call building and code compliance services to increase the not-to-exceed amount from $240,000 to $331,000 and to extend the term of the agreement from July 1, 2019 to June 30, 2024.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 6th day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

_____
Dave Potter
Mayor

_____
Nova Romero
City Clerk

PROFESSIONAL SERVICES AGREEMENT/AMENDMENT
for the
Provision of On-Call Building Inspection Services
PSA Agreement No. CPB-CSG-033-19-20

THIS AGREEMENT/AMENDMENT is executed this ____ day of _____, 2023, by and between the City of Carmel- By-The-Sea, a municipal corporation, (hereinafter "City"), and CSG Consultants, Inc., (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to continue engaging 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: on-call building inspection services. 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 sub-consultants, 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 Three Hundred Thirty-One Thousand Dollars ($331,000). 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 sub-consultant 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. Invoice number and date;

ii. A brief description of services performed for each project phase and/or task;

iii. The total amount due for the period covered by this invoice, including sub-consultants and vendors of services or goods;

iv. Copies of sub-consultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.

v. Copies of sub-consultant and vendor releases.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. 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.

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, sub-consultants 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. **Sub-consultants and Vendors**. Invoices for sub-consultants 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 sub-consultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to sub-consultants and vendors, either directly or indirectly.

F. **Audit and Examination of Accounts**:

i. Consultant shall keep and will cause any assignee or sub-consultant 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.

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 July 1, 2023 and shall be completed by June 30, 2024 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that 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". 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. **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. **Substitution of Employees or Sub-consultants:**

i. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or sub-consultants, then Consultant shall, on written request from the City, replace such employee or sub-consultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.

ii. Regardless of whether or not the City consents to, or requests a substitution of any employee or sub-consultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.

B. **Sub-agreements with Sub-consultants.** Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with sub-consultants 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 sub-

consultants and of persons employed by any sub-consultant.

C. **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.

D. **Independent Contractor**:

i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City 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 sub-consultants.

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: Brandon Swanson

Title: Community Planning and Building Director

Address: PO Box CC, Carmel-by-the-Sea, CA 93921

Telephone: 831-620-2024

Email: bswanson@ci.carmel.ca.us

B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: John Latorra

Title: Regional Manager

Address: 550 Pilgrim Drive, Foster City, CA 94404

Telephone: 650-522-2500

Email: johnl@csgengr.com

C. **Meet and Confer**. Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as 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 sub-consultant 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, sub-consultants, 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, sub-consultants, 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 sub-consultants 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 sub-consultants shall perform all Services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.

B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall

not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.

C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, sub-consultants, 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 sub-consultants 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 sub-consultants 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 sub-consultant 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 sub-consultant:

i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;

ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;

iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;

iv. Fails to observe or comply with the City's reasonable instructions;

v. Breaches the Conflict of Interest provisions of this Agreement; or

vi. Otherwise violates any provision of this Agreement.

B. **Termination for Convenience.** The City may, at its option, 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 sub-consultant, 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 sub-consultants, 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: _____ Date: _____

Nova Romero, City Clerk

Exhibit “A” Scope of Services, including Key Personnel
Exhibit “B” Fee Schedule

Exhibit A
Scope of Services

Services to be provided on an on-call basis. Consultant shall provide well qualified and competent personnel to provide the following services to the City:

1. Building Inspection and Engineering Services

    a. Read and study project specifications, plans and drawings to become familiar with project prior to inspection; ensuring that structural and/or architectural changes have been stamped as approved by appropriate authority, and recognizing the need for and requiring plan checks for electrical, plumbing and mechanical code requirements.
    b. Perform and document inspections on construction projects to determine that all aspects of the project (i.e., foundations, building and electrical, plumbing and mechanical systems) conform to applicable building codes, zoning ordinances, energy conservation and disabled access requirements, including all City, state and federal requirements.
    c. Review plans for building construction, plumbing, electrical and mechanical details prior to making inspection.
    d. Participate in reviews with fire, health, and other governmental agency inspectors, as well as project owners.
    e. Maintain a record of non-compliance items, and follow-up to resolve such items.
    f. Upon request, inspect existing building for substandard, unsafe conditions.
    g. Consultant may perform virtual inspections but only after approval to do so is received from the City, which approval may be provided by the City in its sole discretion.
    h. Service provided upon at least one (1) day notification. Consultant shall provide City with the name and phone number of the firms' inspection dispatcher and/or scheduler.
    i. Conduct civil engineering review site/foundation drainage.

Exhibit B
CSG Services for Carmel by the Sea

PERSONNEL/ SERVICES	ALL INCLUSIVE FEE/ HOURLY RATES FY 23-24
Complete Plan Review by Percentage Examiner	70% of City's Building Plan Check Fees
Structural Plan Review by Percentage Engineer	55% of City's Building Plan Check Fees
Expedited Plan Review by Percentage	95% of City's Building Plan Check Fees
Structural Plan Review/ Structural Engineer	**$184**
Structural Plan Review/ Professional Engineer	$153
Certified Plan Reviewer (Building & Life Safety Review)	**$117**
Building Official	$149
Building Inspector	$120
Permit Technician	$80
CASp Consultation	$153
CASp Inspection	$153
Fire Plan Review	$122
Code Enforcement Officer	$125
Overtime	1.5 X Hourly Rate

Civil engineering plan review for site/foundation drainage	$220

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, and office expenses.
Should the scope of work change or circumstances develop which necessitate special handling, CSG *will notify the City prior to proceeding.*
On July 1 of each year following the contract start year, CSG *will initiate a rate increase based on the change in CPI for the applicable region.*
CSG *will invoice on a monthly basis for services rendered during the prior month. Unless otherwise agreed, payment terms are 30-days from receipt of invoice*

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

June 6, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Tom Ford, Administrative Analyst
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-058, authorizing the City Administrator to execute Change Orders No. 1 for the On-Call Tree Maintenance Services Contracts, in the combined amount of $33,236 for the remainder of Fiscal Year 2022/23, and Resolution 2023-059 for Change Orders No. 2 for Fiscal Year 2023/24, in the combined amount of $525,000, contingent upon Council approval of the FY 2023/34 Forestry Operating Budget

RECOMMENDATION:

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

BACKGROUND/SUMMARY:

Change Orders No. 1:
In March 2023, Council adopted Resolution 2023-028 awarding 3-year, On-Call Tree Maintenance Service Contracts to Community Tree Service (CTS), Tope's Tree Service (Tope's), and West Coast Arborists (WCA), in the amounts of $30,000, $60,000, and $60,000, respectively, for the remainder of Fiscal Year (FY) 2022/23.

A succession of unprecedented storms throughout March resulted in the Public Works/Forestry Division contracting out a multitude of urgent tree removals and debris cleanup task orders.

Collectively, the Contracts' combined authorization limit of $150,000 was exceed by $33,236. Specifically, Community Tree Service's $30,000 contract was exceeded by $39,977, and West Coast Arborists' $60,000 contract was exceeded by $7,647, but only $45,611.50 of Tope's Tree Service's $60,000 contract was expended.

Tree Contractor	Original Contract Amount	Total Expended in FY 2022/23	Change Order No. 1
CTS	$30,000	$69,977	$39,977
Topes	60,000	45,612	-14,388
WCA	60,000	67,647	7,647
Total/Net	**$150,000**	**$183,236**	**$33,236**

Change Orders No. 2:
The On-Call Tree Maintenance Service Contracts were drafted to provide funding up to $300,000 total for each of the next three fiscal years. Based on the winter storms this year, the operating budget for forestry contractual services will be increased for FY 2023/24. Specifically, the Forestry Operating Budget for contractual services increased from $610,046 in the amended FY 2022/23 budget to $941,500 for FY 2023/24 (subject to budget approval on June 6, 2023).

The $941,500 budget is predominantly to cover tree and landscape maintenance services. For tree care services, $275,000 is earmarked for tree removals and pruning, $125,000 for emergency response, $113,500 for stump removals, plantings, and watering, and $125,000 for other arborists and consulting services, for a total budget of $638,500.

Proposed Change Orders No. 2 would allocate $175,000 each to Community Tree Service, Tope's Tree Service, and West Coast Arborists, for a total amount of $525,000. This would leave a balance for other contractors and consultants for various other projects.

FISCAL IMPACT:

For Change Orders No. 1, the net cost of these Change Orders is $33,236. With these Changes Orders, the total cost of these Contracts is $183,236 for FY 2022/23. Sufficient funding is available in the Forestry Contractual Services Account #101-118-45-42001 to cover this amount.

For Change Orders No. 2, the total amount will be $525,000, which will be available at the start of the new FY 2023/24 under Account #101-118-45-42001.

PRIOR CITY COUNCIL ACTION:

In March 2023, Council approved Resolution 2023-028, awarding On-Call Tree Maintenance Service Contracts to Community Tree Service, Tope's Tree Service, and West Coast Arborists of $30,000, $60,000, and $60,000, respectively, for the remainder of FY 2022/23.

ATTACHMENTS:

Attachment 1) Resolution 2023-058
Attachment 2) Resolution 2023-059

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CHANGE ORDERS NO. 1 FOR THE ON-CALL TREE MAINTENANCE SERVICE CONTRACTS, IN THE COMBINED AMOUNT OF $33,236 FOR THE REMAINDER OF FISCAL YEAR 2022/23

WHEREAS, prior on-call contracts with tree care contractors expired on June 30, 2022, after which, bidding documents and technical specifications were updated by Public Works and extensively advertised for bids; and

WHEREAS, the lowest responsive, responsible bid proposals were submitted by Community Tree Service, Tope's Tree Service, and West Coast Arborists; and

WHEREAS, in March 2023, Council awarded three year, on-call tree maintenance service contracts to Community Tree Service, Tope's Tree Service, and West Coast Arborists, in the amounts of $30,000, $60,000, and $60,000 respectively, for the remainder of Fiscal Year 2022/23; and

WHEREAS, in March of 2023, a succession of unprecedented storms resulted in the Public Works/Forestry Division contracting out a multitude of urgent tree removals and debris cleanup task orders, exceeding the $150,000 combined contract amounts by $33,236; and

WHEREAS, Change Orders No. 1 to these contracts are required to cover the additional costs, and sufficient funding is available in the Forestry Contractual Services budget.

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. 1 to the On-Call Tree Maintenance Services Contracts for the remainder of Fiscal Year 2022/23 as follows:

- Community Tree Service – An increase of $39,977
- Tope's Tree Service – A decrease of $14,388
- West Coast Arborists – An increase of $7,647

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 6th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dave Potter
Mayor

ATTEST:

_____
Nova Romero, MMC
City Clerk

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CHANGE ORDERS NO. 2 FOR THE ON-CALL TREE MAINTENANCE SERVICE CONTRACTS, IN THE COMBINED AMOUNT OF $525,000, FOR FISCAL YEAR 2023/24

WHEREAS, in March 2023, Council awarded three year, on-call tree maintenance service contracts to Community Tree Service, Tope's Tree Service, and West Coast Arborists, in the amounts of $30,000, $60,000, and $60,000 respectively, for the remainder of Fiscal Year 2022/23; and

WHEREAS, in June 2023, as a result of a succession of unprecedented storms in March, Council authorized Change Orders No. 1 to these contracts for a net increase of $33,236; and

WHEREAS, these on-call contracts were drafted to provide funding up to $300,000 total for each of the next three fiscal years; however, as a result of the storms and backlog of tree-related services, the proposed Forestry operating budget for contractual services for Fiscal Year 2023/24 increased substantially; and

WHEREAS, Change Orders No. 2 to these contracts will provide funding in the amount of $175,000 to each contractor for Fiscal Year 2023/24, for a total combined amount of $525,000, contingent upon Council adoption of the Fiscal Year 2023/24 Budget.

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. 2 to the On-Call Tree Maintenance Services Contracts for Fiscal Year 2023/24 as follows:

- Community Tree Service – An increase of 175,000
- Tope's Tree Service – An increase of $175,000
- West Coast Arborists – An increase of $175,000

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 6th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dave Potter
Mayor

ATTEST:

_____
Nova Romero, MMC
City Clerk

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

June 6, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert Harary, P.E, Director of Public Works
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-060 authorizing the City Administrator to execute a Professional Services Agreement with Ono Consulting, LLC to provide on-call arborist services for a not-to-exceed fee of $100,000 and a term expiring on June 30, 2025

RECOMMENDATION:

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

BACKGROUND/SUMMARY:

Following the former City Forester's departure in February 2023, Justin Ono of Ono Consulting, LLC has provided consulting Arborist services for the City and continues to do so. As a local, ISA-certified Master Arborist, Mr. Ono has conducted tree condition inspections, site assessments, written reports for the Forest and Beach Commission, processed tree permit applications, and performed other forestry-related services for the Public Works Department's Forestry Division.

Mr. Ono also played an integral role during and following a succession of unprecedented storms in March 2023. Although Mr. Ono has subsequently been working only on a part-time basis, the current Purchase Order for Ono Consulting is quickly reaching its limit of $24,999. Thus, per Carmel Municipal Code Section 3.12.110, Council approval is required to award a contract in excess of this amount.

As shown in Attachment #2, a Professional Services Agreement was prepared with Ono Consulting for continued on-call, as needed arborist services. The Agreement would take effect immediately with a budget of $30,000 for the balance of Fiscal Year 2022/23, and extend through Fiscal Years 2023/24 and 2024/25 if needed. The not-to-exceed fee for the duration of the Agreement is $100,000.

Not only are these services needed to continue uninterrupted with the City's recovery from the March storms, but this Agreement would also be in place until a new City Forester is hired. In addition, on-call services would allow the Forestry Division to be prepared in advance if additional arborist services are required to support the new City Forester.

FISCAL IMPACT:

The not-to-exceed fee for this Professional Services Agreement is $100,000. The budget for the balance of Fiscal Year 2022/23 will be $30,000, and sufficient funding is available in the Forestry operating budget's Contract Services account, 101-119-45-42001.

The budgets for Fiscal Years 2023/24 and 2024/25 for these services, if any, would also be funded from the same account in those subsequent fiscal years.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

Attachment 1) Resolution 2023-060
Attachment 2) Professional Services Agreement with Ono Consulting

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ONO CONSULTING, LLC TO PROVIDE ON-CALL ARBORIST SERVICES FOR A NOT-TO-EXCEED FEE OF $100,000 AND A TERM EXPIRING ON JUNE 30, 2025

WHEREAS, consulting arborist services for the City's Public Works Department's Forestry Division has been performed by Justin Ono of Ono Consulting, LLC on a part-time basis since February 2023 following the departure of the former City Forester; and

WHEREAS, Ono Consulting played an integral role during and following the unprecedented storms in March 2023; and

WHEREAS, per limits set forth in the Carmel Municipal Code Section 3.12.110, Council approval is required for contracts above $24,999, the limit to which the Purchase Order for Ono Consulting is approaching as of the month of May 2023; and

WHEREAS, a Professional Services Agreement was prepared with Ono Consulting for continued, on-call, as-needed arborist services, for a not-to-exceed fee of $100,000 and a term expiring on June 30, 2025; and

WHEREAS, a budget of $30,000 for the balance of Fiscal Year 2022/23 will be funded from the Public Works/Forestry operating budget for contractual services, and budgets for subsequent Fiscal Years, if any, will be contingent upon Council approval of those subsequent year operating budgets.

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

Authorize the City Administrator to execute a Professional Services Agreement with Ono Consulting, LLC to provide on-call arborist services for a not-to-exceed fee of $100,000 and a term expiring on June 30, 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 6th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dave Potter
Mayor

ATTEST:

Nova Romero, MMC
City Clerk

PROFESSIONAL SERVICES AGREEMENT
for
On-Call Arborist Consultant Services
Agreement # PW-ONO-23-24

THIS AGREEMENT is executed this ____ day of June, 2023, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and Ono Consulting, LLC, (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: inspect and provide assessments of trees, write reports, and provide guidance relating to trees, landscaping, plantings, and watering trees. The Scope of Services is attached hereto as Exhibit “A.” The Scope of Services under this Agreement should include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto. Consultant agrees to all of the following:

i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.

ii. Consultant’s designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit “B,“ Key Personnel, Compensation, and Fee Schedule which is made a part of this Agreement.

iii. Consultant must make every reasonable effort to maintain the stability and continuity of Consultant’s key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City’s written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.

iv. Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.

v. Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

vi. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.

vii. The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

B. **Change Orders**.

i. Agreements and Change Orders exceeding $24,999 require City Council approval to be valid.

ii. The City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by the City Council and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.

iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.

iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Administrator with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

C. **Familiarity with Services and Site.**

i. By executing this Agreement, Consultant represents that Consultant:

a. has thoroughly investigated and considered the Scope of Services to be performed;
b. has carefully considered how the services should be performed;
c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and

d. possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.

ii. If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

2. COMPENSATION

A. **Total Fee**. Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Key Personnel, Compensation, and Fee Schedule (Exhibit "B"), in a total amount not-to-exceed one hundred thousand dollars ($100,000). Such compensation is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.

B. **Invoicing**. Consultant must submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:

i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;

ii. Invoice number and date;

iii. A brief description of services performed for each project phase and/or task;

iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;

v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;

vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;

vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;

viii. The amount due for the period covered by this invoice for each phase, task, and/or item including the total amount, with the same for approved Change Orders, if any;

ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;

x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;

xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;

xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.

xiii. Copies of subconsultant and vendor lien releases.

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

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

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

The City is not obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and is responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

C. **Adjustment of Maximum Authorized Expenditure**. The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B "Change Orders" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant will advise the City's Project Representative, in writing, within fourteen (14) calendar

days of such request or instruction. Without said written advice within the time period specified, the City is not obligated to make any payment of additional compensation to Consultant.

D. **Hourly Rates**. Payment for all authorized services, including payment for authorized on-call, as-needed services, will be made by the City to Consultant in accordance with the various hourly rates as set forth in the Consultant's Key Personnel, Compensation & Fee Schedule (Exhibit "B").

E. **Subconsultants and Vendors**. Invoices for subconsultants and vendors of services or goods will be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Compensation & Fee Schedule (Exhibit "B"). All reimbursable expenses will be considered as included within the Maximum Authorized Expenditure. Consultant is solely responsible for payment to subconsultants and vendors of services or goods, and the City is not responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

F. **Audit and Examination of Accounts**:

i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.

ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.

iii. Consultant must disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.

iv. Consultant must include the requirements of Section 2F, "Audit and Examination of Accounts," in all contracts with assignees or subconsultants under this Agreement.

v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of the Services. All records, which pertain to actual disputes, litigation, appeals or claims, must be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

G. **On-Call Agreements**. The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as defined in written work requirements issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "B") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. The City does not guaranty a minimum dollar value of work.

3. AGREEMENT TERM

A. **Term**. The work under this Agreement will commence by 05/01/2023 and must be completed by 06/30/2025 unless sooner terminated or the City grants an extension of time in writing

pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)," in a timely manner or in accordance with the agreed upon Change Order Project Schedule.

B. **Timely Work**. Consultant will perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term," and Section 3.C, "Project Schedule," of this Agreement. Failure to perform is deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

C. **Project Schedule**. Services must be completed by Consultant in accordance with the Project Schedule set forth in Exhibit "A." The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant will provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant must promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.

D. **Notice to Proceed**. Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City will issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

A. **Listed Employees and Subconsultants.** Consultant will perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto in Exhibit "B."

B. **Substitution of Employees or Subconsultants:**

i. Consultant may not substitute any key employee or subconsultant listed in Exhibit "B" without the prior written approval of the City, and such approval will not be unreasonably withheld. The City will not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.

ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant may, upon written request from the City, replace such employee or subconsultant. Consultant must, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.

iii. Whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.

C. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary

to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.

D. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

E. **Independent Contractor**:

i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City may not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, employees and subconsultants.

ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant will be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. Consultant will defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name:	Thomas C. Ford
Title:	Administrative Analyst
Address:	PO Box CC, Carmel-by-the-Sea, CA 93921
Telephone:	(831) 427-7673
Email:	tford@cbts.us

B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name:	Justin Ono
Title:	ISA-Certified Arborist
Company:	Ono Consulting, LLC
Address:	Ono Consulting, PO Box 508, Pacific Grove, CA 93950
Telephone:	(831) 402-2959
Email:	jonoconsulting@gmail.com

C. **Meet and Confer**. Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as may be required by the City to insure timely and adequate performance of this Agreement.

D. **Communications and Notices**. All communications between the City and Consultant regarding this Agreement, including performance of Services, will be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and will be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. **INDEMNIFICATION**

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

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

7. **INSURANCE**

Consultant must submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant must maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

B. Professional Liability Insurance with limits of not less than $1,000,000 per occurrence or claim and $2,000,000 in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on an occurrence basis or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.

C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than $1,000,000 per occurrence.

D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant must maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of $1,000,000 per occurrence.

E. Other Insurance Requirements:

i. All insurance required under this Agreement must be written by an insurance company either:

a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

ii. Each insurance policy required by this Agreement may not be canceled, except with prior written notice to the City.

iii. All liability and auto policies must:

a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City is excess to the Consultant's insurance and will not contribute with it.

c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.

d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.

iv. Prior to the start of work under this Agreement, Consultant will file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant will file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the

Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.

vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.

vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

viii. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.

ix. If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.

x. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.

xi. Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.

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

8. PERFORMANCE STANDARDS

A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.

B. Consultant, its agents, employees, and subconsultants must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.

C. Consultant must furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant may not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee will evaluate the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

A. **Available Information.** The City will make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant may rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.

B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant will not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event will such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor will Consultant be entitled to extra compensation for same. Consultant's sole remedy shall be an extension of time to complete the Scope of Services.

C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City will derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services will be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas,

minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and will remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.

B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, will be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.

C. **Delivery and Use of the Materials.** All Materials will be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant must forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

D. **Survival of Ownership and Use Provisions.** The provisions contained in Section 10, Ownership and Use of Materials survives the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.

E. **Additional Copies**. If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant must provide such additional copies, and the City will compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

A. **No Disclosure.** Consultant must keep confidential and may not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant may not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant must promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will survive the expiration or earlier termination of this Agreement.

B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA," and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant will not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received will be public records, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret," "Confidential," or "Proprietary." If disclosure is required under the PRA or otherwise by law, the City will not be liable or responsible for the disclosure of any such records and the Consultant will indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

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

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;

B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;

C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;

D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;

E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

A. **Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.

B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will be promptly referred to the City Administrator or designee, and the Consultant's Principal, who will meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.

C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation may not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) will be borne equally by the parties, and each party will bear its own costs of participating in mediation. The mediation will take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 will be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute will be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator will have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A "Prevailing Party" will be determined in the Arbitration, and the prevailing party will be entitled to reasonable attorney's fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs will include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees will be considered costs recoverable in that proceeding, and be included in any award.

14. TERMINATION OF AGREEMENT

A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:

i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;

ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;

iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;

iv. Fails to observe or comply with the City's reasonable instructions;

v. Breaches the Conflict of Interest provisions of this Agreement; or

vi. Otherwise violates any provision of this Agreement.

B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant.

C. **Steps after Termination:**

i. Upon termination of this Agreement by the City for any reason, the City will pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.

ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant must:

a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and

b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.

iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.

B. Venue for any such action relating to this Agreement will be in Monterey County.

C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party may recover reasonable attorneys' fees as may be determined by the Arbitrator, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

A. **Non-discrimination**. During the performance of this Agreement, Consultant, and its subconsultants, may not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.

B. **Acceptance of Services Not a Release**. Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.

C. **Force Majeure**. Either party is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

D. **Headings**. The headings do not govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.

E. **Entire Agreement**. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services." Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and will prevail over any other provision of this Agreement in the event of inconsistency between them.

F. **Conflict between Agreement and Exhibits**. In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement will take precedence.

G. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will constitute one and the same Agreement.

H. **Multiple Copies of Agreement**. Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that governs should any difference exist among counterparts of this Agreement.

I. **Authority**. Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

J. **Severability**. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Limitations of liability and indemnities will survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

K. **Non-exclusive Agreement**. This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.

L. **Assignment of Interest**. The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

M. **City Business License**. Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.

N. **Laws**. Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement hereto on the day and year first above written in Carmel-by-the-Sea, California.

CITY OF CARMEL-BY-THE-SEA	CONSULTANT
_____	_____
City Administrator	Consultant Signature
_____	_____
Chip Rerig Date	Printed Name Date
	_____
	Title
	_____
	Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____ Date: _____
Brian Pierik, Esq., City Attorney

ATTEST:

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

EXHIBIT “A” – SCOPE OF SERVICES
EXHIBIT “B” – KEY PERSONNEL, COMPENSATION, AND FEE SCHEDULE

EXHIBIT A:
SCOPE OF SERVICES

1. DESCRIPTION

Consultant may be asked to review and facilitate tree permit applications, conduct tree inspections, write reports, enter data and assessment information, conduct Landscape Design Reviews, perform Site Assessments for Planning and Building applications, provide guidance related to tree planting and watering, and review City tree ordinances.

2. TASK SCHEDULES

As an On-Call arborist, Consultant may be expected to provide urgent/timely response for public safety-related situations. Other services shall be completed by Consultant per a mutually-agreed upon schedule or duration

3. TASK DESCRIPTIONS

- Task 1. Consultant will review and facilitate tree permit applications. This consists of utilizing the City's permitting information system, collecting Site Maps, and performing inspections throughout the City on public and private property. Permits shall be completed thoroughly, including a brief description of the reason for approval or denial. Consultant communicates results to residents and files corresponding documentation accordingly.

- Task 2. Consultant will conduct tree inspections for both public and private trees. Documentation of inspections shall be provided by Consultant to the City and/or entered into digital program for record-keeping.

- Task 3. Consultant will write reports for the Forest and Beach Commission and City Council pertaining to Forestry-related matters. Reports shall include photos, comprehensive analysis, findings, and recommendations.

- Task 4. Consultant shall enter data relating to tree assessments and all work performed for the City.

- Task 5. Consultant shall conduct Landscape Design Reviews.

- Task 6. Consultant will perform Site Assessments for Planning and Building applications.

- Task 7. Consultant shall provide guidance related to tree planting and watering.

- Task 8. Consultant will review City tree ordinances for the purpose of providing guidance for the improvement of City policies, guidelines, and practices to reflect a coherent tree strategy and management.

EXHIBIT B:

KEY PERSONNEL, COMPENSATION, AND FEE SCHEDULE

Key Personnel	Fully-Burdened Hourly Rates		
	05/01/2023 to 12/31/2023	01/01/2024 to 12/31/2024	01/01/2025 to 06/30/2025
Justin Ono, ISA Certified Arborist	$160	$175	$190
Frank Ono, ISA Certified Arborist	$160	$175	$190

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

June 6, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Emily Garay, Administrative Analyst
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-061 amending the professional services agreement with Clifton Larsen Allen, LLP (CLA) to increase the not-to-exceed contract value by Thirty Thousand One Hundred and One Dollars ($30,101.00) to Fifty-Five Thousand One Hundred Dollars ($55,100.00)

RECOMMENDATION:

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

BACKGROUND/SUMMARY:

The City utilizes a variety of consultants to augment its staffing capacity, especially to provide specialized services such as the facilitation of financial data gathering and coordination as support to City staff during the drafting process of the City's FY 2023/2024 operational budget. At the beginning of this process, the City entered into an agreement with CLA on April 3, 2023 for specialized financial services support to staff throughout the budget drafting process for a not-to-exceed amount of Twenty-Four Thousand Nine Hundred and Ninety-Nine Dollars ($24,999.00). Continued services will be needed to support City staff in the completion of the FY2023/2024 operating budget drafting process.

Council is being asked to consider authorizing the City Administrator to execute Amendment 1 (Attachment 2) to the existing agreement with CLA that will increase its value by an additional Thirty Thousand One Hundred and One Dollars ($30,101.00) for a new not-to-exceed amount of Fifty-Five Thousand One Hundred Dollars ($55,100.00).

FISCAL IMPACT:

The funds will be absorbed in the FY22-23 budget to cover this Agreement increase.

PRIOR CITY COUNCIL ACTION:

N/A

ATTACHMENTS:

Attachment 1) Resolution 2023-061
Attachment 2) Contract Amendment No. 1 - CLA
Attachment 3) CLA Original Agreement

CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL
RESOLUTION NO. 2023-061

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 CLIFTONLARSENALLEN, LLP (CLA) FOR CONSULTING SERVICES FOR A NEW NOT-TO-EXCEED AMOUNT OF FIFTY-FIVE THOUSAND ONE HUNDRED DOLLARS ($55,100.00)

WHEREAS, on April 3, 2023, the City Administrator entered into a Professional Services Agreement (PSA) with CLA to work with City staff in facilitating financial data gathering and coordination for the drafting of the City's FY 2023/2024 operational budget in the amount of Twenty-Four Thousand Nine Hundred and Ninety-Nine Dollars ($24,999.00); and

WHEREAS, due to the scope and complexity of the work, additional consulting services are necessary for the drafting of the City's FY 2023/2024 operational budget; and

WHEREAS, the funding beyond the original Professional Services Agreement will be exceeded for continued services; and

WHEREAS, the Carmel-by-the-Sea Municipal Code requires contracts exceeding Twenty-Four Thousand Nine Hundred and Ninety-Nine Dollars ($24,999.00) to be entered into only by Council authorization.

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 CLA, LLP, for continued consulting services resulting in an additional amount of Thirty Thousand One Hundred and One Dollars ($30,101.00) for a new not-to-exceed amount of Fifty-Five Thousand One Hundred Dollars ($55,100.00).

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 6th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

AMENDMENT NO. 1
AGREEMENT NUMBER ADM-CLA-101-22-23
Facilitation of City's Data Gathering and Coordination for Draft Operational Budget

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea** and **CliftonLarsonAllen LLP (CLA) ("Consultant"),** parties to agreement #ADM-CLA-101-22-23 (the "Agreement") executed on April 3, 2023.

2. The Agreement is amended as follows:

   a. Section "4. Fees" of the Agreement is amended and restated as follows:

      The professional fees for services rendered for the scope of services described in this SOW [Statement of Work] will be billed at a rate of $185 per hour for actual time spent. We [Consultant] will also add a technology and client support fee of five percent (5%) of all professional fees billed. Fees will not exceed Fifty-Five Thousand One Hundred Dollars ($55,100.00) without written authorization from the City.

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: _____
Heather Lyons,
Northern California Client Leader

CITY:

By: _____ Date: _____
Chip Rerig, City Administrator

ATTEST:

By: _____ Date: _____
Nova Romero, City Clerk

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CliftonLarsonAllen LLP
https://www.claconnect.com

Master Services Agreement

City of Carmel-by-the-Sea
P.O. Box CC
Carmel-by-the-Sea, CA 93921

MSA Date: March 31, 2023

This master service agreement ("MSA") documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for City of Carmel-by-the-Sea ("you," or "your"). The terms of this MSA will apply to the initial and any subsequent statement of work ("SOW"), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

1. **Scope of Professional Services**
   CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

   If modifications or changes are required during CLA's performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

   Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

2. **Management responsibilities**
   You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services, including providing timely access to records and information.

3. **Fees and terms**

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See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

4. Other Fees

You agree to compensate us for reasonable time and expenses, including time and expenses of outside legal counsel, we may incur in responding to a subpoena, a formal third-party request for records or information, or participating in a deposition or any other legal, regulatory, or other proceeding relating to services we provide pursuant to a SOW.

5. Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

6. Dispute Resolution

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

7. Limitation of remedies

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our

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communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

8. Time limitations

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within these periods ("Limitation Period"), which vary based on the services provided, and may be modified as described in the following paragraph:

Service	Time after the date we deliver the services or work product*
Examination, compilation, and preparation services related to prospective financial statements	12 months
Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information	24 months
All Other Services	12 months

* pursuant to the SOW on which the dispute is based

If the MSA is terminated or your ongoing relationship with CLA is terminated, then the applicable

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Limitation Period is the lesser of the above periods or 12 months after termination of MSA or your ongoing relationship with CLA. The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

9. Confidentiality

Except as permitted by the "Consent" section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation or professional standard. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us. You also consent to our disclosure of information regarding the nature of services we provide to you to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

The workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Pursuant to authority given by law, regulation or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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10. Other provisions

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

CLA and certain owners of CLA are licensed by the California State Board of Accountancy. However, CLA has owners not licensed by the California State Board of Accountancy who may provide services under this MSA. If you have any questions regarding licensure of the personnel performing services under this MSA, please do not hesitate to contact us.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

Unless authorized by law or the client consents, we cannot use a client's tax return information for purposes other than the preparation and filing of the client's tax return. By signing and dating this MSA, you authorize CLA to use any and all information furnished to CLA for or in connection with the preparation of the tax returns under this MSA, for a period of up to six (6) years from the date of this MSA, in connection with CLA's preparation of the types of reports described in the foregoing paragraph.

11. Subcontractors

CLA may, at times, use subcontractors to perform services under this MSA, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this MSA.

12. Technology

CLA may, at times, use third-party software applications to perform services under this MSA. You acknowledge the software vendor may have access to your data.

13. Termination of MSA

This MSA shall continue for six months from March 31, 2023, unless terminated earlier by giving appropriate notice. Additionally, no individual assigned by CLA will exceed 1,000 hours worked on the engagement. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

14. Agreement

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We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

CliftonLarsonAllen LLP
Doug Watson
Principal
425-246-8708
doug.watson@claconnect.com

DocuSign Envelope ID: E6109EE8-92E7-4877-8F3A-DC38F5ED0694

Response:

This MSA correctly sets forth the understanding of City of Carmel-by-the-Sea.

CLA
CliftonLarsonAllen LLP

DocuSigned by:
Doug Watson
23E47FFFB9CA4B7...
Doug Watson, Principal

Client
City of Carmel-by-the-Sea

DocuSigned by:
Chip Rerig
3B6A69EEECAD41A...
Chip Rerig, City Administrator

DocuSign Envelope ID: E6109EE8-92E7-4877-8F3A-DC38F5ED0694

CliftonLarsonAllen LLP
https://www.claconnect.com

Outsourcing Statement of Work

Date: March 31, 2023

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Carmel-by-the-Sea ("you" and "your") dated March 31, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

1. Scope of professional services

CLA will provide the following limited services under the direction of management.

- Facilitate the City's data gathering process for drafting the operational budget using City processes, templates, and inputs from management for any financial or cash related decisions. All key budgetary inputs, assumptions, and decisions will be reviewed and approved by management. We will use CLA employees to perform consulting services for the City.
- Coordinate with various City departments on budget inputs. Provide the draft budget to management for input and approval.
- As time permits, develop budgetary process improvements and recommendations in connection with project work performed.
- CLA and the City understand and agree that CLA's services shall be limited to the completion of this short-term budget project which has an anticipated completion within three months.
- CLA and the City understand and agree that CLA will not perform any tax consulting and/or tax return preparation services.

2. Engagement limitations and responsibilities

For all nonattest services we may provide to you, your management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Your management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

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We will perform this engagement in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's financial statements that may not be identified as a result of misrepresentations made to us by you.

In performing services for the City, CLA's relationship with you shall be solely that of an independent contractor and nothing in the MSA or a SOW shall be construed to create or imply any relationship of employment, agency, partnership, joint venture, or any relationship other than an independent contractor. CLA understands and agrees that neither CLA nor any of CLA's employees, agents, consultants, or subcontractors shall be considered officers, employees, or agents for the City, and are therefore not entitled to benefits of any kind or nature that are normally provided employees of the City or to which the City's employees are normally entitled. CLA shall perform the services and obligations under the MSA and SOW according to CLA's own employees which shall be in the exclusive charge and under control of CLA, and which shall not be subject to control or supervision by the City, except as to the results of the services.

3. Schedule

We expect that your needs will require approximately 40 hours of services per week starting March 31, 2023. As the engagement progresses, we will update time estimates and engage you in conversation about the project status. If possible, we request a two-week advance notice of your intent to release the consultant back to CLA to ensure adequate time to re-schedule the consultant to another engagement. Additionally, no individual assigned by CLA will exceed 1,000 hours or six months worked on the engagement.

4. Fees

The professional fees for services rendered for the scope of services described in this SOW will be billed at a rate of $185 per hour for actual time spent. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. Fees will not exceed $24,999 without written authorization from the City.

Fees for travel time will be billed at the normal hourly rate. We will also bill you in arrears for reimbursement of any out-of-pocket travel expenses incurred (e.g., hotel, airfare, meals as actual or per diem, etc.) on a pass-through basis.

Should the duration of this engagement go beyond 3 months or the scope of services change, CLA retains the right to discuss an hourly rate adjustment.

Fees, plus applicable state and local taxes, will be billed twice per month in arrears, due upon receipt.

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5. Consultant

Heather Lyons is responsible for the services identified in this agreement. Kelly Hillburn will be your consultant on this engagement.

6. Non-Solicitation

You agree that during the term and for a period of one year after the expiration or termination date of the MSA, you will not solicit, hire, contract with, or engage the services of any person providing services to you on behalf of CLA without the prior written consent of CLA. If you breach this non-solicitation provision, you shall pay $125,000 to CLA as liquidated damages within two weeks of the date on which the former CLA employee or consultant begins his or her new employment with you.

7. Agreement

We appreciate the opportunity to provide the services described in this SOW under the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP
Heather Lyons
Northern California Client Leader
916-266-8448
heather.lyons@claconnect.com

Response

This SOW correctly sets forth the understanding of City of Carmel-by-the-Sea and is accepted by:

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CLA
CliftonLarsonAllen LLP

DocuSigned by:
Heather Lyons
B8F5A0C2C4704A6...
Heather Lyons, Northern California Client Leader

Client
City of Carmel-by-the-Sea

DocuSigned by:
Chip Rerig
3B6A69EEECAD41A...
Chip Rerig, City Administrator

Certificate Of Completion

Envelope Id: E6109EE892E748778F3ADC38F5ED0694
Status: Completed
Subject: CLA DocuSign: Master Services Agreement_3-31-23.docx, Outsourcing Statement of Work_3...
Client Name: City of Carmel
Client Number: A571052
Source Envelope:
Document Pages: 11
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Tamea Brinson
220 S 6th St Ste 300
Minneapolis, MN 55402-1418
Tamea.Brinson@claconnect.com
IP Address: 47.227.246.124

Record Tracking

Status: Original
4/3/2023 1:00:57 PM
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Tamea.Brinson@claconnect.com
Location: DocuSign

Signer Events	Signature	Timestamp
Doug Watson doug.watson@claconnect.com Principal CLA Security Level: Email, Account Authentication (None)	DocuSigned by: Doug Watson 23E47FFFB9CA4B7... Signature Adoption: Pre-selected Style Using IP Address: 136.226.54.166	Sent: 4/3/2023 1:08:51 PM Viewed: 4/3/2023 1:10:22 PM Signed: 4/3/2023 1:11:12 PM
Electronic Record and Signature Disclosure: Accepted: 4/3/2023 1:10:22 PM ID: ad1a2dd1-d6e6-4018-8446-2c3d0949c880		
Chip Rerig crerig@ci.carmel.ca.us City Administrator Security Level: Email, Account Authentication (None)	DocuSigned by: Chip Rerig 3B6A69EEECAD41A... Signature Adoption: Pre-selected Style Using IP Address: 12.231.191.142	Sent: 4/3/2023 1:11:13 PM Viewed: 4/3/2023 1:11:59 PM Signed: 4/3/2023 1:12:11 PM
Electronic Record and Signature Disclosure: Accepted: 4/3/2023 1:11:59 PM ID: c238f4ba-ba07-4b63-83de-4a4bab4bf733		
Heather Lyons heather.lyons@claconnect.com Security Level: Email, Account Authentication (None)	DocuSigned by: Heather Lyons B8F5A0C2C4704A6... Signature Adoption: Pre-selected Style Using IP Address: 165.225.242.162	Sent: 4/3/2023 1:12:14 PM Viewed: 4/3/2023 1:14:21 PM Signed: 4/3/2023 1:15:32 PM
Electronic Record and Signature Disclosure: Accepted: 4/3/2023 1:14:21 PM ID: 4d02ccf4-d5bc-46bf-80e1-eb8dced100d5		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Maxine Gullo mgullo@ci.carmel.ca.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/3/2023 1:12:13 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/3/2023 1:08:51 PM
Certified Delivered	Security Checked	4/3/2023 1:14:21 PM
Signing Complete	Security Checked	4/3/2023 1:15:32 PM
Completed	Security Checked	4/3/2023 1:15:32 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

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

June 6, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-062 confirming Councilmember appointments to the Litter Abatement Task Force, Coastwalk - California Coast Trail Association, and the Tor House Foundation

RECOMMENDATION:

Adopt Resolution 2023-062 confirming Councilmember appointments to the Litter Abatement Task Force, Coastwalk - California Coast Trail Association, and the Tor House Foundation.

BACKGROUND/SUMMARY:

In addition to their duties on the City Council, Councilmembers also serve as the City's representatives to outside agencies. After each General Municipal Election, or whenever necessary, new appointments to outside agencies are made.

By adopting the attached Resolution, Council will ratify appointments to the following outside agencies:

Coastwalk - California Coast Trail Association (appointing Mayor Pro Tem Richards as representative)

Litter Abatement Task Force (appointing Mayor Potter as representative)

Tor House Foundation (appointing Councilmember Baron as representative)

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

The City Council routinely appoints members to outside agencies and made appointments to some or all of these agencies January 10, 2023.

ATTACHMENTS:

Attachment 1) Resolution 2023-062

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA CONFIRMING COUNCIL MEMBER APPOINTMENTS TO THE COASTWALK – CALIFORNIA COAST TRAIL ASSOCIATION, LITTER ABATEMENT TASK FORCE, AND THE TOR HOUSE FOUNDATION

WHEREAS, in addition to their duties on the City Council, Council Members serve as the City's representatives to outside agencies; and

WHEREAS, following a General Municipal Election or whenever needed, it is appropriate to appoint or reappoint Council Members to these outside agency Boards and Committees.

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

Appoint the following individuals as City representatives to the following outside agencies:

Mayor Pro Tem Richards – Appointee for Coastwalk - California Coast Trail Association; and

Mayor Potter – Appointee for the Litter Abatement Task Force; and

Councilmember Baron – Appointee for the Tor House Foundation.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 6th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dave Potter
Mayor

ATTEST:

Nova Romero, MMC
City Clerk

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

June 6, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-065 ratifying appointments to the Harrison Memorial Library Board of Trustees, and the Planning Commission

RECOMMENDATION:

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

BACKGROUND/SUMMARY:

Background

The City of Carmel-by-the-Sea Boards and Commissions perform a valuable service to the City by providing means by which the City Council can obtain advice, opinions, and recommendations of City residents and other members of the community. Terms of office for board and commission members are 4 years, with the exception of the Harrison Memorial Library Board of Trustees who serve 3-year terms. Vacancies occur on a rotating basis each year and the City recruits to fill these vacancies each March and April. Terms of the members shall be staggered so that at least one term, but no more than two terms, shall expire annually.

The City Clerk's office advertised vacancies on the City's boards and commissions pursuant to the California Maddy Act and the Council's appointment policy. The application deadline was May 5, 2023, for the following seats:

Community Activities & Cultural Commission - two (2) seats
(two commissioners with terms expiring 5/30/2023 - Linda Calafiore and Judy Refuerzo)

Harrison Memorial Library Board of Trustees - three (3) seats
(one commissioner with a term expiring 5/30/2023 - Susan Murphy, and two unscheduled vacancies - Don McDougall's vacated term ending 5/30/23, and Tara Twomey's vacated term ending 5/30/2024)

Planning Commission - one (1) seat
(One commissioner with a term expiring 5/30/2023 - Christopher Bolton)

Building Code Board of Appeals - one (1) seat
(One unfilled vacancy)

Qualified applications for these positions were received from the following residents and are attached to this packet. Residency requirements were confirmed by the City Clerk using the GIS assessment database.

Community Activities & Cultural Commission
Melanie Chavez

Harrison Memorial Library Board of Trustees
Ann Rurke (not available for interview date on 5/17/2023)
Marie-Clare Gorham
Mary Jo Williams
Melanie Chavez
Susan Murphy

Planning Commission
David O'Neil
Stephan Karapetkov
Christopher Bolton

Building Code Board of Appeals
None received

Recommendation

Mayor Potter and Mayor Pro Tem Richards comprised the Ad Hoc Committee and interviewed the applicants for the Board and Commission vacancies on May 17, 2023. The applicants demonstrated a strong commitment to service and a desire to serve the Carmel-by-the-Sea community. The Ad Hoc Committee is appreciative of all community members of diverse backgrounds and exceptional skill sets, who filled out an application and participated in the interview process.

After much deliberation, the following individuals have been identified as qualified and ideal candidates to fill the vacancies and are being recommended for appointment to the City's Boards and Commissions:

Harrison Memorial Library Board of Trustees
Marie-Clare Gorham - term ending May 30, 2024 (completing Twomey's vacated term)
Mary Jo Williams - term ending May 30, 2026
Susan Murphy - term ending May 30, 2026

Planning Commission (Commissioners serve 4-year terms)

_Stephan Karapetkov - term ending May 30, 2027

Next Steps

Only one application was received for the Community Activities Commission which has two vacancies, and no applications were received for the Building Commission Board of Appeals which has one unfilled vacancy. For this reason, the Ad Hoc Committee recommends that Council defer these appointments until a later date.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

The City Council annually ratifies appointments to vacancies occurring on the City's Commissions and Boards each year.

ATTACHMENTS:

Attachment 1) Resolution 2023-065
Attachment 2) Board and Commission Applications received

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA RATIFYING APPOINTMENTS TO THE HARRISON MEMORIAL LIBRARY BOARD OF TRUSTEES AND THE PLANNING COMMISSION

WHEREAS, City Boards and Commission perform a valuable service to the City by providing means by which the City Council can obtain advice, opinions, and recommendations of City residents and other members of the community; and

WHEREAS, seven (7) vacancies exit on City Boards and Commissions, and there is a need to appoint members to these vacant positions for full terms; and

WHEREAS, the Mayor and Mayor Pro Tempore comprised the Ad Hoc Committee and interviewed the applicants for the Board and Commission vacancies; and

WHEREAS, the applicants demonstrated a strong commitment to service and a desire to serve the Carmel-by-the-Sea community; and

WHEREAS, the Ad Hoc Committee is appreciative of all community members who filled out an application and participated in the interview process.

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

Appoint the following individuals to serve on the following City Boards and Commissions effective June 6, 2023:

Harrison Memorial Library Board of Trustees

1) Marie-Clare Gorham - term ending May 30, 2024 (completing an unscheduled vacancy)
2) Mary Jo Williams - term ending May 30, 2026
3) Susan Murphy - term ending May 30, 2026

Planning Commission

1) Stephan Karapetkov - term ending May 30, 2027

NOW THEREFORE, BUT IT FURTHER RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA, defer appointments to the Community Activities Commission and the Building Code Board of Appeals to a future date.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 6th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dave Potter
Mayor

ATTEST:

Nova Romero, MMC
City Clerk

City of Carmel-By-The-Sea

FEB 24 2023

Office of the City Clerk

APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

In accordance with the Public Records Act, submitted applications and attachments are considered public records and will be disclosed upon receipt of a public records request. Applications may also be published (with signatures and personal contact information redacted) in the agendas of relevant meetings of the City Council, boards and commissions.

NAME Anne M. Rurka DATE 3/2/23 - submitted earlier to Ashlee

RESIDENCE ADDRESS [redacted] CITY Carmel by the Sea ZIP 93921

MAILING ADDRESS [redacted] CITY Carmel by the Sea ZIP 93921

RESIDENCE PHONE [redacted] BUSINESS PHONE —

EMAIL [redacted]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? 2006

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Community Activities & Cultural Commission (meets the second Tuesday of the month at 9:30 a.m.)	
Harrison Memorial Library Board of Trustees (meets the fourth Wednesday of the month at 9:00 a.m.)	✓
Planning Commission (meets the second Wednesday of the month at 4:00 p.m., tour of inspection at 2:00 p.m.)	
Forest & Beach Commission (meets the second Thursday of the month at 3:30 p.m., tour of inspection at 3 p.m.)	
Historic Resources Board (meets the third Monday of the month at 4:00 p.m., tour of inspection at 3:15 p.m.)	
Board of Appeals (once annually and on an as-needed basis)	

Will you be available to attend board/commission meetings regularly? Yes

All members of boards and commissions are subject to the Conflict of Interest Laws of the State of California and are required to submit Form 700, "Statement of Economic Interest," within 30 days of assuming office. Form 700 must be filed annually thereafter, and within 30 days of leaving office as well.

In accordance with Assembly Bill (AB) 1234 appointed members are required to attend Public Service Ethics Education upon appointment and every two years thereafter.

Do you agree to file all required statements in a timely manner as prescribed by law or the City's Conflict of Interest Code? YES [X] NO [ ]

Reason for Interest in the Position:
I have been a member of The Friends of HHL since 2008. I have been the person responsible for running the book room where the group collects donations for the annual Carmel book sale & also run the sale. Have always been a "reader" and still read at least 2 book a week.

Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying:
I am not a librarian but was a working registered nurse for 26 years. I feel I have the organizational skills to help out & be a part of any board I might join.

Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:
Have been a board member of the Harrison Memorial Library Board since 2008. Have been in charge of the book room & book sale & am at present the Vice President of the board.

Education:

Institution	Course of Study	Degree Year (s)
Ann May School of Nursing	RN	1968

Employment Experience (Start with Most Recent):

Organization: Alamo Medical office	
Position: Charge nurse Pediatrics	Year: '86 - '94
Organization: Crouse Irving Memorial Hospital	
Position: Staff RN	Year: '94 - '83
Organization: St ELIZABETH Hospital	
Position:	Year: '77 - '91

Prior public service, civic or volunteer activities:

Organization:	
Position:	Year:
Organization:	
Position:	Year:
Organization:	
Position:	Year:

[redacted]

Signature

3/2/23

Date

Citizen knowledge, interest and participation are vital ingredients to the delivery of high-quality public services. The richness that comes from citizens serving in advisory roles to the City Council contributes to making Carmel by the Sea the special place it is. The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission.

Return application to the City Clerk's Office, East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

21 FEB '23 PM12:36

APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

In accordance with the Public Records Act, submitted applications and attachments are considered public records and will be disclosed upon receipt of a public records request. Applications may also be published (with signatures and personal contact information redacted) in the agendas of relevant meetings of the City Council, boards and commissions.

NAME Marie-Clare Gorham DATE 2/16/23

RESIDENCE ADDRESS [redacted] CITY Carmel by the Sea ZIP 93921

MAILING ADDRESS [redacted] CITY Carmel by the Sea ZIP 93921

RESIDENCE PHO[redacted] BUSINESS PHONE {same}

EMAIL [redacted]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? 5 years

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Community Activities & Cultural Commission (meets the second Tuesday of the month at 9:30 a.m.)	
Harrison Memorial Library Board of Trustees (meets the fourth Wednesday of the month at 9:00 a.m.)	✓
Planning Commission (meets the second Wednesday of the month at 4:00 p.m., tour of inspection at 2:00 p.m.)	
Forest & Beach Commission (meets the second Thursday of the month at 3:30 p.m., tour of inspection at 3 p.m.)	
Historic Resources Board (meets the third Monday of the month at 4:00 p.m., tour of inspection at 3:15 p.m.)	
Board of Appeals (once annually and on an as-needed basis)	

Will you be available to attend board/commission meetings regularly? Yes

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In accordance with Assembly Bill (AB) 1234 appointed members are required to attend Public Service Ethics Education upon appointment and every two years thereafter.

Do you agree to file all required statements in a timely manner as prescribed by law or the City's Conflict of Interest Code? YES [✓] NO [ ]

Reason for Interest in the Position:
our library is the heart of Carmel, and Carmel is the crux of my practice. In serving the institution which has decidedly served our community since 1936, I would endeavour to ensure she continues to thrive, while remaining relevant. Adding to her historic walls recently, while painting the "Gathering Place" has further solidified my reverence for library's history of hand-made work, and central role of community organization as our most learned landmark.

Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying:
Weaving Carmel's exceptional history into new public-facing works is, I hope, a signature of my art practice. Beyond painting techniques, taking on public commissions in our own coastal hamlet has trained me to both interpret and anticipate trends, towards education and beautification. Preserving the unique character of our library -- for generations to come -- will include calling upon the same multi-disciplinary approach Bernard Maybeck mastered when building the library itself in 1928. Engaging details, down to the leggy scrollwork of his original carved tables; (still in use today!) supports the argument for quality, appealing design, and respect for the rare and researched. All things I should like to sharpen for our long lasting library.

Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:
Visit Carmel: Artist-in-Residence, murals: the "Carmel Shell", "The Gathering Place" Harrison Memorial Library, Hofsas House (both new murals + restoration of Maxine Albro's mural) and 2020-2021 residency, Carmel Mission Inn "The Carmel Cows", Cafe Carmel mural, including numerous local commissions both for public + private.

Education:

Institution	Course of Study	Degree Year (s)
University of the Pacific	Degrees: Philosophy + Curation	2007-2011

Employment Experience (Start with Most Recent):

Organization: self-employed	
Position: professional artist	Year: since 2015
Organization: Crocker Art Museum + Pasadena Museum of California Art	
Position: guest curator	Year: 2011 - 2014
Organization: Singularity University	
Position: Media Producer	Year: 2001 - 2011

Prior public service, civic or volunteer activities:

Organization: California State Fair	
Position: Judge, Photography	Year: 2018
Organization: California State Fair	
Position: Judge, Photography	Year: 2017
Organization: California State Fair	
Position: Judge, Photography	Year: 2016

[redacted]
Signature

2/16/23
Date

Citizen knowledge, interest and participation are vital ingredients to the delivery of high-quality public services. The richness that comes from citizens serving in advisory roles to the City Council contributes to making Carmel by the Sea the special place it is. The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission.

Return application to the City Clerk's Office, East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

3 MAY '23 PM 2:40

APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

In accordance with the Public Records Act, submitted applications and attachments are considered public records and will be disclosed upon receipt of a public records request. Applications may also be published (with signatures and personal contact information redacted) in the agendas of relevant meetings of the City Council, boards and commissions.

NAME MARY JO WILLIAMS DATE MAY 3, 2023

RESIDENCE ADDRESS [redacted] CITY CARMEL ZIP 93921

MAILING ADDRESS [redacted] CITY CARMEL ZIP 93921

RESIDENCE PHONE [redacted] BUSINESS PHONE —

EMAIL [redacted]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? PART-TIME - 7 YEARS
FULL-TIME - 5 YEARS

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Community Activities & Cultural Commission (meets the second Tuesday of the month at 9:30 a.m.)	
Harrison Memorial Library Board of Trustees (meets the fourth Wednesday of the month at 9:00 a.m.)	✓
Planning Commission (meets the second Wednesday of the month at 4:00 p.m., tour of inspection at 2:00 p.m.)	
Forest & Beach Commission (meets the second Thursday of the month at 3:30 p.m., tour of inspection at 3 p.m.)	
Historic Resources Board (meets the third Monday of the month at 4:00 p.m., tour of inspection at 3:15 p.m.)	
Board of Appeals (once annually and on an as-needed basis)	

Will you be available to attend board/commission meetings regularly? YES

All members of boards and commissions are subject to the Conflict of Interest Laws of the State of California and are required to submit Form 700, "Statement of Economic Interest," within 30 days of assuming office. Form 700 must be filed annually thereafter, and within 30 days of leaving office as well.

In accordance with Assembly Bill (AB) 1234 appointed members are required to attend Public Service Ethics Education upon appointment and every two years thereafter.

Do you agree to file all required statements in a timely manner as prescribed by law or the City's Conflict of Interest Code? YES ☑ NO ☐

Reason for Interest in the Position:
I am a big fan of libraries in general, and a huge proponent of the Harrison Memorial Library. It is the most important community resource to me. It was an important source of information and entertainment during Covid. I am an avid reader and appreciate the breadth of materials available. My grandchildren enjoy the Park branch. I would be honored to play a role in continuing the services provided by our library.

Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying:
I served on two boards in the past. One was the School of Allied Health Services in Richmond, California. The second was a nonprofit association dedicated to improving health outcomes. It ceased operations 10 years ago.

I have many years of experience as an administrator in a large, complex healthcare organization. I believe my experience prepares me to contribute to the library commission.

Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:
none

Education: please see attached resume.

Institution	Course of Study	Degree Year (s)

Employment Experience (Start with Most Recent): SEE attached Resume

Organization:	
Position:	Year:
Organization:	
Position:	Year:
Organization:	
Position:	Year:

Prior public service, civic or volunteer activities:

Organization: Public Health Department of Monterey County	
Position: volunteer RN for COVID vaccinations	Year: 2021 - 2023
Organization: Monterey County Library Adult Literacy program	
Position: tutor	Year: 2022 - current
Organization: Kaiser Permanente School of Allied Health	
Position: board member	Year: 2017 - 2018

[redacted]
Signature

May 3, 2023
Date

Citizen knowledge, interest and participation are vital ingredients to the delivery of high-quality public services. The richness that comes from citizens serving in advisory roles to the City Council contributes to making Carmel by the Sea the special place it is. The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission.

Return application to the City Clerk's Office, East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

MARY JO WILLIAMS, RN, MBA

Mary Jo is the former Managing Director of Medical Group Support Services for The Permanente Medical Group (TPMG). In this capacity, Mary Jo was the outpatient Nursing Leader for the Northern California Region of Kaiser Permanente. She had accountability for the scope of nursing practice of the thousands of outpatient Registered Nurses, Nurse Practitioners, Certified Nurse Midwives, and Nurse Anesthetists working across multiple settings of Kaiser Permanente, including medical offices and the call centers, and a liaison role to the Physician Assistants working for the Physicians of TPMG. In addition, she had accountability for defining the appropriate roles for LVNs, Medical Assistants and other support staff employed by TPMG.

Mary Jo had a key leadership role in labor relations with the California Nurses' Association and other labor unions, representing TPMG leadership. With her physician partners, she led numerous clinical and nonclinical regional initiatives to improve performance and to address changes in legislation. She participated and helped lead responses to other issues affecting the region as a whole, such as disaster preparedness and response.

Mary Jo retired in 2018, and is enjoying her more relaxing life on the Central Coast.

Employment history

French Hospital and Health Plan, 1976 – 1989

Various roles – hospital staff RN, outpatient offices RN, primary care manager

The Permanente Medical Group, Kaiser Permanente

San Francisco Medical Center, 1989 – 2000

Unit Manager, then Service Director for the OBGYN Outpatient Department

Richmond Medical Center, 2000 – 2004

Director of Nursing Practice and Assistant Medical Group Administrator

Regional Offices, 2000 – 2018

Regional Director of Nursing Practice 2004 – 2006

Managing Director, Medical Group Support Services, 2006 – 2018

Education

Santa Clara University

Bachelor of Arts Degree, Spanish

Minor in Italian and English Literature

City College of San Francisco

Associate of Arts Degree, Nursing

Golden Gate University

Masters of Business Administration, emphasis in Health Care

City of Carmel-By-The-Sea

MAY 0 2 2023

Office of the City Clerk

APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

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NAME Melanie Chavez DATE 5/4/2023

RESIDENCE ADDRESS [redacted] CITY Carmel By The Sea ZIP 93921

MAILING ADDRESS [redacted] CITY Carmel By The Sea ZIP 93921

RESIDENCE PHONE [redacted] BUSINESS PHONE 831 582 5404

EMAIL [redacted]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? 7 years 8 mo

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Community Activities & Cultural Commission (meets the second Tuesday of the month at 9:30 a.m.)	x
Harrison Memorial Library Board of Trustees (meets the fourth Wednesday of the month at 9:00 a.m.)	x
Planning Commission (meets the second Wednesday of the month at 4:00 p.m., tour of inspection at 2:00 p.m.)	
Forest & Beach Commission (meets the second Thursday of the month at 3:30 p.m., tour of inspection at 3 p.m.)	
Historic Resources Board (meets the third Monday of the month at 4:00 p.m., tour of inspection at 3:15 p.m.)	
Board of Appeals (once annually and on an as-needed basis)	

Will you be available to attend board/commission meetings regularly? Yes

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In accordance with Assembly Bill (AB) 1234 appointed members are required to attend Public Service Ethics Education upon appointment and every two years thereafter.

Do you agree to file all required statements in a timely manner as prescribed by law or the City's Conflict of Interest Code? YES [x] NO [ ]

Reason for Interest in the Position:

After living here full time for over 7 years, I have gotten to know longtime residents and part time neighbors, and I hear their points of view about what is most important to them, what changes are welcome, and what has remained consistent to our town's cultural and historic identities. Most importantly, everyone shares interest and respect for our library, it's programming, resources, and also our cultural events that honor this location as a special place with its own spirit and identity. I would like to offer my time and efforts to support our stewardship over our community library, or our cultural programming. I am willing to serve where the need and my talents can be of most help and would like my application to be in consideration of either position.

Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying:

I work at CSU Monterey Bay as Director of Employee & Labor Relations, and while my skill set is in those and other aspects of human resources, I have a love of libraries that goes back to childhood, of my hometown of Lincoln, CA where my mother served as the assistant librarian from 1980's-late 1990's. I spent evenings after school there and appreciate the library is not just a place for people to check out books, but also a community resource for access to technology, information, a safe and quiet place for community members. I also served the Sacramento Public Library 2009-2015 as an adult literacy tutor in the adult literacy program, which gave me another appreciation of the programming that our local libraries can offer. I served as a volunteer reader with the Sacramento Society for the Blind 2004-2006, to provide access to daily newspapers for unsighted citizens in the area. I've also volunteered with the Junior League of Sacramento, planning events and serving on the membership committee and as the Chair for Training. I have volunteered in work related organizations for the past 5 years. Now that I'm established in my career here, I'd like to offer my time and efforts to my community in Carmel By The Sea. If you think I can help, I'd like to be considered for a position in the available commissions/boards as noted.

Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:

Member: Carmel Residents Association, CA Public Employer Labor Relations Association
Volunteer: Peace of Mind Dog Rescue

Education:

Institution	Course of Study	Degree Year (s)
Humboldt State University	BA - Liberal Studies, Minor in Linguistics	2004
Regent University	MA - Organizational Leadership	2006

Employment Experience (Start with Most Recent):

Organization: CSU Monterey Bay	
Position: Director of Employee & Labor Relations	Year: 2017-Present
Organization: Commune Hotels and Resorts (Joie de Vivre)	
Position: Director of People Services (HR)	Year: 2014-2017
Organization: KLOVE & Air1 Radio Networks	
Position: Human Resources Generalist	Year: 2009-2014

Prior public service, civic or volunteer activities:

Organization: Junior League of Sacramento	
Position: Membership Committee, Training Chair	Year: 2009-2013
Organization: Sacramento Adult Literacy Program	
Position: Adult Literacy Tutor	Year: 2006-2015
Organization: Sacramento Society for the Blind	
Position: Access News Reader	Year: 2004-2006

[redacted]

Signature

5/4/2023

Date

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Return application to the City Clerk's Office, East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

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NAME Susan Murphy DATE 8/26/19

RESIDENCE ADDRES[redacted] Carmel ZIP 93923

MAILING ADDRESS [redacted] CITY Carmel ZIP 93922

RESIDENCE PHONE [redacted] BUSINESS PHONE —

EMAIL [redacted]

HOW LONG HAVE YOU LIVED IN CARMEL-~~BY-THE-SEA~~? 15 years

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Community Activities & Cultural Commission (meets the second Tuesday of the month at 9:30 a.m.)	
Harrison Memorial Library Board of Trustees (meets the fourth Wednesday of the month at 9:00 a.m.)	X
Planning Commission (meets the second Wednesday of the month at 4:00 p.m., tour of inspection at 2:00 p.m.)	
Forest & Beach Commission (meets the second Thursday of the month at 3:30 p.m., tour of inspection at 3 p.m.)	
Historic Resources Board (meets the third Monday of the month at 4:00 p.m., tour of inspection at 3:15 p.m.)	
Board of Appeals (once annually and on an as-needed basis)	

Will you be available to attend board/commission meetings regularly? _____

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In accordance with Assembly Bill (AB) 1234 appointed members are required to attend Public Service Ethics Education upon appointment and every two years thereafter.

Do you agree to file all required statements in a timely manner as prescribed by law or the City's Conflict of Interest Code? YES [X] NO [ ]

Reason for Interest in the Position:

Have served on the Friends of Harrison Mem. Library since 2007. Work on book sale all year. Was Pres for 6 yrs. Am currently VP. Have served as an "observer" on Library Foundation board for 6 years. Discussed at one time as a "library" overuser. Have been using public libraries for about 70 years.

Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying:

Good knowledge of Harrison Library and its workings. Involved in fundraising, kid's book mark contest. Meet frequently with Ashley Wright and Ellen Fallon. Have served on Friends Board as President. Am currently VP. Sit on Library Foundation board. Work with Marina Friends of the Library.
Good knowledge of local history. Docent for Cabrillo heritage and History Vol. for City of Monterey. Work with Dennis Copeland - who runs the History Room at the Monterey library.

Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:

Monterey Bay Branch AAUW President, Membership Chair. (Past)

Education:

Institution	Course of Study	Degree Year (s)
San Francisco State U	History + Art	BA - 1967
Grad Work "	Teaching Cred. History + Art	(Secondary) 68
San Jose State U	Teaching Cred. Sped.	1995

Employment Experience (Start with Most Recent):

Organization: Monterey Office of Education	
Position: SpEd Teacher (emotional disturbed)	Year: 1999-2007
Organization: Menlo Park Unified School Dist.	
Position: SpEd Teacher	Year: 1997-1999
Organization: Belmont Hills Hospital	
Position: director of education	Year: 1990 - 1996

Prior public service, civic or volunteer activities:

Organization: City of Monterey	
Position: History vol. - Presidio Museum, Pacific Rep hab Colton Hall	Year: Current
Organization: Joining Hands	
Position: Responsible for pricing and displaying books	Year: Current.
Organization: Monterey Bay Branch AAUW	
Position: Past pres? past Membership Chair. Current Dorm Mem Tech Trek	Year: 1999 - Present

[redacted]
Signature

8/26/19
Date

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City of Carmel-By-The-Sea

MAY 05 2023

Office of the City Clerk

APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

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re-application for 2023 term NR

NAME Christopher Bolton DATE 22 August 2017

RESIDENCE ADDRESS [redacted] CITY Carmel-by-the-Sea ZIP 93921

MAILING ADDRESS [redacted] CITY Carmel-by-the-Sea ZIP 93921

RESIDENCE PHONE [redacted] BUSINESS PHONE 831-917-2754

EMAIL [redacted]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? 1.5 years currently
Moved to Carmel in 1978, Attended CHS

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Community Activities & Cultural Commission (meets the second Tuesday of the month at 9:30 a.m.)	☐
Harrison Memorial Library Board of Trustees (meets the fourth Wednesday of the month at 9:00 a.m.)	☐
Planning Commission (meets the second Wednesday of the month at 4:00 p.m., tour of inspection at 2:00 p.m.)	☒
Forest & Beach Commission (meets the second Thursday of the month at 3:30 p.m., tour of inspection at 3 p.m.)	☒
Historic Resources Board (meets the third Monday of the month at 4:00 p.m., tour of inspection at 3:15 p.m.)	☐

Will you be available to attend board/commission meetings regularly? _____

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In accordance with Assembly Bill (AB) 1234 appointed members are required to attend Public Service Ethics Education upon appointment and every two years thereafter.

Do you agree to file all required statements in a timely manner as prescribed by law or the City's Conflict of Interest Code? YES ☐ NO ☐

Reason for Interest in the Position:

I want to give back to the community that has done so much for myself and my family over the years. I love Carmel-by-the-Sea. I have lived and worked in Carmel and the surrounding area for my entire life.

Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying:

- 20+ years experience in the Building trades, 18+ years experience Planning, Project Management, and Design of commercial and residential construction projects
- Lifetime love of Carmel-by-the-Sea
- Knowledge of the history of Carmel and surroundings
- BS Biology (Marine) from UCSC - I take a scientific approach to study and analysis

Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:

Education:

Institution	Course of Study	Degree Year (s)
UCSC	Marine Biology	1996

Employment Experience (Start with Most Recent):

Organization: Bolton Design Group, Inc.	
Position: Project Manager	Year: Currently
Organization:	
Position:	Year:
Organization:	
Position:	Year:

Prior public service, civic or volunteer activities:

Organization:	
Position:	Year:
Organization:	
Position:	Year:
Organization:	
Position:	Year:

You are encouraged to attach a cover letter and/or resume further explaining your qualifications for the positions and why you are interested in serving.

[redacted]
Signature

Dec 6, 2017
Date

Citizen knowledge, interest and participation are vital ingredients to the delivery of high-quality public services. The richness that comes from citizens serving in advisory roles to the City Council contributes to making Carmel by the Sea the special place it is. The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission.

Return application to the City Clerk's Office, East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

City of Carmel-By-The-Sea

APR 24 2023

Office of the City Clerk

APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

In accordance with the Public Records Act, submitted applications and attachments are considered public records and will be disclosed upon receipt of a public records request. Applications may also be published (with signatures and personal contact information redacted) in the agendas of relevant meetings of the City Council, boards and commissions.

NAME David O'Neil DATE April 23, 2023

RESIDENCE ADDRESS [redacted] CITY Carmel-by-the-Sea ZIP 93921

MAILING ADDRESS [redacted] CITY Carmel-by-the-Sea ZIP 93921

RESIDENCE PHONE [redacted] BUSINESS PHONE Same

EMAIL [redacted]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? 2 years

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Community Activities & Cultural Commission (meets the second Tuesday of the month at 9:30 a.m.)	
Harrison Memorial Library Board of Trustees (meets the fourth Wednesday of the month at 9:00 a.m.)	
Planning Commission (meets the second Wednesday of the month at 4:00 p.m., tour of inspection at 2:00 p.m.)	X
Forest & Beach Commission (meets the second Thursday of the month at 3:30 p.m., tour of inspection at 3 p.m.)	
Historic Resources Board (meets the third Monday of the month at 4:00 p.m., tour of inspection at 3:15 p.m.)	
Board of Appeals (once annually and on an as-needed basis)	

Will you be available to attend board/commission meetings regularly? Yes

Employment Experience (Start with Most Recent):

Organization:	VELO, LLC	
Position:	Manager, Designer and Project Manager	Year: 2016-Present
Organization:	Chateau de Falloux SARL	
Position:	Gerant/Manager	Year: 2016-2021
Organization:	William O'Neil Grantor Trust	
Position:	Manger	Year: 2011 - Present

Prior public service, civic or volunteer activities:

Organization:	Tripura Foundation	
Position:	Public Relations	Year: 2007-2012
Organization:	Energy Talk Radio	
Position:	Engineer - Personal Growth and Spiritual Talk Shows	Year: 2009-2013
Organization:	Stop AIDS Project	
Position:	Office Assistance	Year: 2005-2007

[redacted]

Signature

April 23, 2023

Date

Citizen knowledge, interest and participation are vital ingredients to the delivery of high-quality public services. The richness that comes from citizens serving in advisory roles to the City Council contributes to making Carmel by the Sea the special place it is. The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission.

Return application to the City Clerk's Office, East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

DAVID O'NEIL



Carmel-by-the-Sea is the epitome of proper preservation and advancement through charming architecture, natural landscape and commercial development.

While in France remodeling a chateau, opening it to the public and helping with local development, I used Carmel-by-the-Sea as the prime example of the perfect balance of architecture, nature, real estate, local enjoyment, tourism, and commerce.

I have profound respect for Carmel-by-the-Sea and would be honored to be of service in its continued protection and development.

OBJECTIVE:

Volunteer position on the Carmel-by-the-Sea Planning Commission.

TECHNICAL SKILLS:

Plan review, land planning and development, property management, submittals/budgets/RFIs for commercial and residential, historic research, coordinating contractors, pre-planning in 3D Software/Sketch-up, PowerPoint, and Photoshop for architects/designers/clients, web design, commercial and high-end residential real estate sales and marketing, and 1031 tax deferred exchanges.

PERSONAL SKILLS:

Love of architecture and history, excellent listener, patient, reasonable, optimistic, objective, forthright, understanding, sympathetic, collaborative, perceptive, and a diplomatic communicator, facilitator and negotiator.

RELEVANT EXPERIENCE:

2021 - Present
Full time resident and volunteer in Carmel-by-the-Sea:
- Excellent understanding of the designs, landscape, architecture and commerce of the town.
- Have a vested interest in the long term development of the community.
- Volunteer for Meals on Wheels, SPCA, Carmel Preservation Association, Carmel Cares, and PacRep.

2007 - Present
Commercial and Residential Real Estate Agent:
- Excellent understanding of values, pricing and marketing.
- Negotiations and contracts.
- Branding, media and Internet marketing.
- Social media, web design, and graphic design.
- Video and photographic presentations.
- Discerning architecture and design observations.
- 1031 exchanges education and processing.

Attachment 2

Ian Strachan B.Arch (Hons) RIBA

Architect

[redacted]

Mornington 23 October 2022

To whom it may concern:

Mr David O'Neil

Before retiring back to Ireland in 2020, I had lived and worked for 27 years in France. During that time I was involved with the renovation and reconstruction of five châteaux, numerous large mansions and residential buildings included in protected and classified medieval villages, all over France.

I first met David when I was invited to participate in the project of reconstruction of the ruined Château de Falloux, situated in the famous Loire Valley. The château dated back to around 1850, and was in a terrible state having been neglected for over twenty years.

My brief was to assist in bringing the château back to its original splendor using, original materials, details and methods of construction along with specialist craftsmen. From the outset I could see that David had a total understanding of the architectural process, and that he was going to be a huge asset for the project. There exists in France a group of craftsmen called "Les Companions du Devoir", these represent the top 5% of all craftsmen in France, and are noted for their dedication to traditional methods and use of materials. David insisted these craftsmen were engaged for the works, and that our works respected the heritage of the château and its environment.

David has a fantastic eye for detail and also an ability to carry out relevant research. He was a constant partner at our site construction and design meetings, where his input was both highly respected and appreciated.

Although the château was not on the official government classified list, it was of significant architectural merit, and although we had no legal obligation, David insisted that our proposals were scrutinized by the government architect responsible for "Ancient Monuments" before any work commenced on site. We also had a requirement to consult and cooperate with the town's council. David and I would attend these meetings and it was obvious the Mayor and his councilors respected his opinions. We were often consulted as interested parties to comment on other projects in the community, unrelated to our own works. During his time in France, David also contributed to help the owners of neighboring châteaux with plans for their own renovations.

In time our work on the château was recognized with an official award from the French government, for our contribution to help save the French heritage and patrimony. Not something that is given easily.

I lived on site for two and a half years to complete the project. David was my daily companion throughout that time and hugely influential in the direction we took. I does not surprise me for one second that he would want to be involved in a group dedicated to the protection and appropriate development of a historic commune, and I am sure he would prove to be a huge asset.

I remain at your disposition for any subsequent enquiries you may have, please do not hesitate in contacting me as required.

Ian Strachan Architect.

David et William O'Neil, lors de leur séjour en France, ont restauré à l'identique le grand château du XIXème siècle d'Alfred de Falloux ministre sous Napoléon III. Ils se sont beaucoup impliqués pour la sauvegarde du patrimoine et la vie locale. Leur implication a rayonné sur le plan local, départemental, régional et même national.

David s'est beaucoup impliqué au cours des réunions. Il a été très accueillant et aimable vis-à-vis de tous les habitants en ouvrant les portes de leur château à tous et en organisant des festivals, des portes ouvertes, des concerts, une exposition pour retracer l'histoire des américains au cours du conflit mondial de 1914-1918 en participants aux marchés de Noël etc....

Avec David, il s'est passionné pour l'Histoire et le patrimoine dans le soucis de développer des liens avec tous. Il s'est beaucoup impliqué pour que des éoliennes ne soient pas installées à proximité.

Je pense que David a beaucoup de sensibilité pour poursuivre une action de grande envergure sur son nouveau lieu de vie.

Je tenais à témoigner en tant que présidente de l'association « Passé-Présent-Patrimoine » et en tant que voisine lors de leur séjour en France et néanmoins amie malgré la distance qui nous sépare maintenant.

Isabelle de Pontevès

[redacted]

SPCA
Monterey County
Changing Lives

[redacted]

December 1, 2022

To whom it may concern,

It is my pleasure to write on behalf of David O'Neil to volunteer for a position on the Carmel Design Review Board. I am the manager at the Benefit Shop for The SPCA Monterey County. David began volunteering for our shop in April 2021. After being fortunate enough to work with David, I'm extremely confident that he is the perfect candidate for the volunteer board member position.

David currently cashiers for us for 3 hours once a week. However, in the past, he often has taken on multiple weekly shifts and even multiple daily shifts sometimes working for us 6 hours in a day. His daily undertaking involves cashiering, greeting and helping customers in our shop. He always comes to volunteer with an exceptionally positive attitude. He demonstrates great problem-solving skills and is extraordinarily self-motivated, often finding projects on his own to complete when sales are slow such as straightening clothing racks, cleaning and organizing the shop. David is a huge asset to our team and pays great attention to detail. With his help, this past November 2022, we broke record sales for The SPCA Benefit Shop.

I would highly recommend David for the volunteer board member position on the Carmel Design Review Board. I'm extremely confident that he would be a great asset to the board and help the board attain high goals due to his exceptional attitude, exceedingly strong work ethic and attention to detail.

Please feel free to contact me with any further questions you might have. I can be reached at [redacted] or by email at [redacted]

Best Regards,

Christy Jacoby
Benefit Shop Manager
SPCA Monterey County
[redacted]

To whom it may concern

This letter of recommendation is for David Michael O'Neil in reference to his seeking a position on the Carmel Citizen Design Review Board.

I have personally worked with David off and on over the past 20+ years and have found him to be diligent, focused and very conscientious in all areas of the work he takes on.

During the late 90's thru the early 2000's we both worked at South Bay Construction located in Campbell, Ca.

I worked as a Superintendent of construction and David was a project Engineer during his time there.

We worked closely together on bringing projects in on time and budget and I could not have asked for a better team partner.

During later years in keeping in touch with David, I was aware of the work he accomplished refurbishing his 22000sf Chateau in France along with other projects located in Hawaii, Montecito and now in Carmel.

It is my belief that with David's drive to excel in anything he sets out to accomplish he would be an asset to the Township of Carmel in whatever capacity he is interested in being involved with.

Sincerely,

Michael Trudrung

Superintendent of Construction

Landmark Builders Inc. [redacted]

Attachment 2

City of Carmel-By-The-Sea

MAY 0 1 2023

Office of the City Clerk

1 MAY '23 am10:49

APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

In accordance with the Public Records Act, submitted applications and attachments are considered public records and will be disclosed upon receipt of a public records request. Applications may also be published (with signatures and personal contact information redacted) in the agendas of relevant meetings of the City Council, boards and commissions.

NAME STEFAN KARAPETKOV DATE 4/30/2023

RESIDENCE ADDRESS [redacted] CITY CARMEL ZIP 93923

MAILING ADDRESS [redacted] CITY CARMEL ZIP 93923

RESIDENCE PHONE [redacted] BUSINESS PHONE [redacted]

EMAIL [redacted]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? 8 YEARS

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Community Activities & Cultural Commission (meets the second Tuesday of the month at 8:30 a.m.)	
Harrison Memorial Library Board of Trustees (meets the fourth Wednesday of the month at 9:00 a.m.)	
Planning Commission (meets the second Wednesday of the month at 4:00 p.m., tour of inspection at 2:00 p.m.)	X
Forest & Beach Commission (meets the second Thursday of the month at 3:30 p.m., tour of inspection at 3 p.m.)	
Historic Resources Board (meets the third Monday of the month at 4:00 p.m., tour of inspection at 3:15 p.m.)	
Board of Appeals (once annually and on an as-needed basis)	

Will you be available to attend board/commission meetings regularly? YES

All members of boards and commissions are subject to the Conflict of Interest Laws of the State of California and are required to submit Form 700, "Statement of Economic Interest," within 30 days of assuming office. Form 700 must be filed annually thereafter, and within 30 days of leaving office as well.

In accordance with Assembly Bill (AB) 1234 appointed members are required to attend Public Service Ethics Education upon appointment and every two years thereafter.

Do you agree to file all required statements in a timely manner as prescribed by law or the City's Conflict of Interest Code? YES [X] NO [ ]

Reason for Interest in the Position:

1. PASSIONATE ABOUT HISTORY AND PRESERVING CARMEL'S UNIQUE CHARACTER.
2. INTEREST IN ARCHITECTURE, STRUCTURAL ENGINEERING, AND BUILDING MATERIALS.
3. REPRESENT THE OLD MISSION TRACT, ANNEXED IN 1967, WITH ITS SUN BELT, WIDER STREETS, SUBDIVISION CHARACTER AND OWNER-OCCUPIED RESIDENCES.

Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying:

1. SOLID UNDERSTANDING OF THE PLANNING COMMISSION'S ROLE AND PROCESSES - REGULAR MEETING ATTENDANCE.
2. EXPERIENCE WITH TWO DESIGN STUDIES (DS15-057 AND DS22-198).
3. PARTICIPATION IN ALL DESIGN TRADITIONS WORKSHOPS AND 1.5 STEERING COMMITTEE MEETINGS.
4. FULL-TIME CARMEL RESIDENT WITH STRONG RELATIONSHIPS IN MISSION TRACT.
5. EXPERIENCE WITH EUROPEAN CONSTRUCTION TECHNOLOGY AND MATERIALS.

Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:

NONE

Education:

Institution	Course of Study	Degree Year (s)
SANTA CLARA UNIVERSITY	BUSINESS ADMINISTRATION	2001
CHEMNITZ UNIVERSITY (GERMANY)	ENGINEERING	1995

Employment Experience (Start with Most Recent):

Organization:	TWILIO, INC.	
Position:	TECHNOLOGY SALES	Year: 2022
Organization:	ORACLE, INC.	
Position:	ENTERPRISE ARCHITECT	Year: 2020
Organization:	POLYCOM, INC.	
Position:	TECHNOLOGY MARKETING	Year: 2012

Prior public service, civic or volunteer activities:

Organization:	
Position:	Year:
Organization:	
Position:	Year:
Organization:	
Position:	Year:

[redacted]

Signature

4/30/2023

Date

Citizen knowledge, interest and participation are vital ingredients to the delivery of high-quality public services. The richness that comes from citizens serving in advisory roles to the City Council contributes to making Carmel by the Sea the special place it is. The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission.

Return application to the City Clerk's Office, East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

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

June 6, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brian Pierik, City Attorney
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Second Reading and Adoption of Ordinance No. 2023-003 Amending Chapter 3.12 of the City of Carmel-by-the-Sea Municipal Code to Regulate Contracting Including Purchases of Supplies and Services

RECOMMENDATION:

Motion to adopt Ordinance No. 2023-003 Amending Chapter 3.12 of the City of Carmel-by-the-Sea Municipal Code to Regulate Contracting Including Purchases of Supplies and Services.

BACKGROUND/SUMMARY:

One of the City Council's Strategic Priorities is to update the City's Municipal Code regarding purchasing. Council directed the City Attorney to provide a more contemporary purchasing policy ordinance for the City Council to consider.

Council held a public hearing at a Regular City Council Meeting on May 2, 2023, and introduced Draft Ordinance No. 2023-003 Amending Chapter 3.12 of the City of Carmel-by-the-Sea Municipal Code to Regulate Contracting Including Purchases of Supplies and Services. Council approved a motion to waive full reading and introduce the Ordinance with the following amendments:

1. **Signatories:** the Mayor (or Mayor Pro Tem); or the City Administrator when directed by the City Council, resolution, ordinance, or the municipal code; will sign for contracts less than $60,000; and department directors for contracts less than $10,000.

2. **Local Business Policy:** The Local Business Policy section was added as Article VII to the Ordinance and will be codified into the Municipal Code upon adoption of the Ordinance.

The redline version of the changes to the draft purchasing Ordinance made by Council motion at the May 2nd City Council meeting is included as **Attachment 1**. The clean version of the final Ordinance for adoption is included as **Attachment 2.**

Recommendation

Staff recommends that Council adopt Ordinance No. 2023-003 (Attachment 2).

FISCAL IMPACT:

No direct fiscal impact for this action.

PRIOR CITY COUNCIL ACTION:

On May 2, 2023, Council held a public hearing and introduced Ordinance No. 2023-003, and directed staff to come back with changes as outlined in this staff report.

ATTACHMENTS:

Attachment 1) Redline of Chapter 3.12 displaying changes requested by Council
Attachment 2) Ordinance 2023-003 (Clean version)

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

ORDINANCE NO. 2023-003

ORDINANCE AMENDING CHAPTER 3.12 OF THE CITY OF CARMEL- BY-THE-SEA MUNICIPAL CODE TO REGULATE CONTRACTING INCLUDING PURCHASES OF SUPPLIES, SERVICES AND PUBLIC WORKS PROJECTS

The City Council of the City of Carmel-by-the-Sea does ordain as follows:

SECTION 1: *Findings*.

A. The City periodically reviews its purchasing regulations to ensure that it complies with applicable law and implements policies enacted in the public interest;

B. A review of the City of Carmel-by-the-Sea Municipal Code shows that many of the City's purchasing regulations are at least 20 years old and should be amended to conform with current public expectations for delivering goods and services;

C. Among other things, the cost increases associated with goods and services in the past 20 years justifies a corresponding increase in authority for signing agreements between the City and contractors; and

D. The changes enacted by this Ordinance are in the public interest to help facilitate the timely and efficient delivery of public services.

~~**SECTION 2:** *Local Business Policy.* The City Council finds that it is in the public interest to promote utilization of Local Businesses that are small or minority owned such as Disadvantaged Business Enterprises, Minority Business Enterprises, Woman Business Enterprises, Disabled Veteran Business Enterprises in all aspects of purchasing in accordance with applicable law. Accordingly, the City Administrator is authorized to encourage participation of all DBE's, MBE's, WBE's, DVBE's and SLB's located with the City's jurisdiction to the extent allowed by applicable law. To help meet this policy goal, the City Administrator may utilize the vendor program implemented by the County of Monterey's "Small LOCAL Business Outreach Program."~~

SECTION 23: *Municipal Code Amendment.* Chapter 3.12 of the Carmel-by-the-Sea Municipal Code is amended in its entirety to read as set forth in attached "**Exhibit A**," which is incorporated by reference.

SECTION 34: *Environmental Review*. This ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq*.) because it consists only of revisions and clarifications to existing purchasing regulations and procedures related thereto. Adoption of this Ordinance will not have the

effect of deleting or substantially changing any regulatory standards or required findings.

SECTION 45: *Invalidity.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 56: *Electronic Signatures*. This Ordinance may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 67: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Carmel-by-the-Sea book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 78: This Ordinance will take effect on the 30th day following its final passage and adoption.

INTRODUCED at a Regular City Council Meeting on May 2, 2023.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dave Potter
Mayor

ATTEST:

_____
Nova Romero, MMC
City Clerk

EXHIBIT A

Chapter 3.12 PURCHASING SYSTEM

Article I. General Regulations

3.12.010. Purpose.

This chapter is adopted pursuant to the city's general and specific contracting powers and, without limitation, Government Code § 40602 for the purpose of establishing the requirements to bind the city by contract.

3.12.020. Generally.

The city is not bound by any contract unless the contract is in writing, approved as to form by the city attorney, and signed on behalf of the city by an officer or officers as set forth in this chapter. Any such officer must sign a contract on the city's behalf when directed to do so by the city council.

3.12.030. City Council Authority.

Unless otherwise provided in this code, a resolution, or ordinance, the city council must approve all contracts and direct the mayor, or other officer, to sign a contract on the city's behalf.

3.12.040. Signature Authority.

In accordance with Government Code § 40602, the following officers are authorized to sign contracts on the City's behalf:

A. The Mayor or, if the Mayor is unavailable, the Mayor pro tem;

B. The city administrator when directed to do so by the city council, resolution, ordinance, or any provision of this code;

C. The city administrator for contracts less than $60,000; and

D. Department directors for contracts less than $10,000,~~25,000.~~

3.12.050. Contracting Authority.

The City Administrator and Department Directors are authorized to solicit bids, award contracts, and select vendors without a bid as allowed by this chapter, up to the limits of their respective signature authority.

3.12.060. Purchasing Agent.

The City Administrator, or designee, is the City's purchasing agent and is authorized to implement this chapter. To do so, the City Administrator may promulgate administrative policies and procedures to facilitate the requirements of this chapter.

3.12.070. Encumbrance of Funds.

A contract for supplies, materials, services, equipment, or public works projects may not be issued unless an unencumbered appropriation exists in the fund against which the purchase is to be charged.

3.12.080. Certification of Receipt.

The Department of Administrative Services shall not process any invoice or other demand for payment for supplies, materials, or equipment until the department receiving such has authorized payment through invoice and contract. Department heads shall file such certification no later than the next regular payment cycle following the receipt of such supplies, materials, equipment or public works projects.

3.12.090. Definitions.

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this chapter:

A. "Contract" may include a purchase order, construction contract, or professional services agreement as the context may dictate.

B. "General Services" means services that are manual or routine in nature as opposed to services that are predominately intellectual and varied in character or require specialized knowledge of an advanced type generally acquired from study at an institution of higher learning.

C. "Open market purchases" means purchases which are unrestricted and competitive, and may include any individual, group or business who chooses to participate.

D. "Professional Services" means those services provided to the City by independent consultants that are predominantly intellectual and varied in character – as opposed to manual or routine in nature – which require specialized knowledge of an advanced type generally acquired from study at an institution of higher learning, and entail the exercise of a wide degree of discretion and judgment when performing the services (e.g., lawyers, engineers, architects, certified public accountants and land-use planners).

E. "Purchase" includes renting, leasing, purchasing, licensing, or a trade or supplies.

F. "Supplies" includes general services; equipment; materials; goods, parts; miscellaneous commodities; and other office supplies. "Supplies" does not include professional services. Refer to Chapter 8.68 of this code regarding Environmentally Acceptable Materials.

G. “Uniform Guidance” means Federal Purchasing requirements published by the Office of Management and Budget (OMB). The OMB issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule (on December 26, 2013) which applies to all non- federal entities receiving Federal awards, and to all new federal awards and existing awards that receive additional funding (or funding increments) after December 26, 2014.

3.12.100. Inspection - Testing.

The purchasing agent must inspect supplies, materials, equipment, or public works projects delivered and contractual services performed, to determine conformance with the specifications set forth in the order or contract. The purchasing agent has authority to require tests of samples submitted with bids and samples of deliverables which are necessary to determine the quality of certain items and conformance with bid specifications.

3.12.110. Exceptions to bidding. Notwithstanding any other requirement of this chapter, bidding is not required for the following:

A. Emergency Purchasing. During a declared state of local emergency, bidding is not required. The city administrator must provide a report to the city council in accordance with applicable law regarding such emergency purchases.

B. Convenience. When the supply can be obtained from only one vendor or there are circumstances demonstrating only one vendor is best qualified to provide the supplies.

C. Best Value. The city administrator may select the lowest responsible and responsive bidder based on objective criteria for evaluating the qualifications of bidders with the resulting selection representing the best combination of price and qualifications along with the nature of the goods, supplies, or equipment.

D. Cooperative Purchasing. Where the purchasing agent identifies a cooperative competitive bidding procedure, being prepared by and processed through another local, state, or federal governmental agency, the purchasing agent may join into an existing written purchase contract through a competitive bidding process prepared by and awarded by another local, state or federal governmental agency.

E. Supplies less than $5,000. Purchases made for supplies with an estimated value of less than $5,000 may be purchased on the open market without bidding requirements.

3.12.120. Professional services.

The purchasing agent may utilize requests for qualifications and requests for proposals, as desirable, when considering retention of professional services.

Article II. Surplus Property

3.12.130. Surplus Supplies and Equipment.

Surplus property may be disposed in accordance with this Article and Government Code § 37350. Disposal of surplus property with a value exceeding $25,000 must be approved by the City Council.

3.12.140. Authorization.

A. The purchasing agent is authorized to dispose of salvageable Surplus Property through sale in the open market. Property disposition may occur by public auction, competitive sealed bids, or exchange or trade in for new goods.

B. The purchasing agent is authorized to sell any Surplus Property to a governmental, public, or quasi-public agency without advertisement for or receipt of bids.

C. The purchasing agent is authorized to donate, as appropriate, Surplus Property to any governmental, public, or quasi-public agencies, charities, or non-profit organizations.

D. The purchasing agent is authorized to dispose of Surplus Property that does not have salvage value, as determined by the purchasing agent, or designee, in any reasonable manner.

3.12.150. Record-keeping and Proceeds.

A. The purchasing agent must keep regular logs showing the Surplus Property, the method of disposal, and the amounts recovered from its disposal.

B. Proceeds from the sale of the Surplus Property must be deposited into the appropriate City fund as determined by the purchasing agent.

Article III. Supplies/General Services – Open Market Purchases/Purchases Under $60,000

3.12.160. Authorized Purchases Under $60,000.

Purchases of supplies and general services with an estimated market value of more than $5,000 but under $60,000 may be made by the purchasing

agent in the open market, as described in this article, without observing the formal contract procedures in this chapter. Purchases of $5,000 or less may be made without informal bid of obtaining three written quotes at the discretion of the purchasing agent.

3.12.170. Quotations - Notice of Invitation.

The purchasing agent shall invite quotations from prospective sellers, vendors, suppliers or contractors.

3.12.180. Quotations - Submission in Writing.

Written quotations shall be submitted to the purchasing agent who shall keep a record of all open market quotations and orders for a period of two years after receipt of such quotations.

3.12.190. Quotations - Number Required.

Open market purchases shall be based on at least three written quotations and recorded with the purchase order for payment. If three quotations cannot be reasonably solicited, the purchasing agent shall record the specific reasons with the purchase order for payment.

3.12.200. Quotations - Rejection.

The purchasing agent, at her/his sole discretion, may reject all quotations for any reason whatsoever and may invite new written quotations.

3.12.210. Award of Contract.

A contract may be awarded by the purchasing agent to the person submitting the lowest responsible, responsive quotation except if two or more quotations are received for the same total amount or unit price, quality and service being equal, and further, if in the sole discretion of the purchasing agent the public interest will not permit the delay of inviting new quotations, then the purchasing agent may accept the one she/he chooses or accept the lowest quotation made by negotiation with the persons submitting the tie quotations.

Article IV. Supplies/General Services – Formal Bid Procedures/Purchases of $60,000 or More

3.12.220. Formal Contract Procedure.

Except as otherwise provided, supplies and general services of an estimated market value of $60,000 or more must be considered by the City Council. An award of contract, if any, may only be provided to the lowest responsible, responsive bidder pursuant to the procedure prescribed in this article.

3.12.230. Notice Inviting Bids.

Notice inviting bids shall include a general description of the supplies to be

purchased or general services to be rendered, state where bid forms and specifications may be secured, identify the contact person, and state the date, time and place for opening bids.

3.12.240. Published Notice.

Notice inviting bids shall be published at least 10 days before the date of opening of the bids, and shall be published two times, five days apart, in newspaper of general circulation in the City and such additional newspaper or other means of bid advertising that the purchasing agent may select to find the greatest number of potential bidders.

3.12.250. Bidders/Vendor List.

The purchasing agent shall also directly solicit sealed bids from all prospective suppliers known to the purchasing agent as responsible bidders and/or vendors dealing in the product to be purchased or the general services to be rendered.

3.12.260. Bidders Security.

When deemed necessary by the purchasing agent, bidders security may be required in the public notice inviting bids. Unsuccessful bidders shall be entitled to return of bid security. If a successful bidder refuses or fails to execute the contract within 15 calendar days after notice of award of contract has been mailed, they shall forfeit their bid security as liquidated damages to cover the cost of City re-bidding or awarding a contract to the next lowest bidder, unless the City is responsible for the delay. The City Council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible, responsive bidder. If the City Council awards the contract to the next lowest responsible, responsive bidder, the amount of the lowest bidders security shall be applied by the City to the difference between the low bid and the second lowest bid; the surplus, if any, shall be returned to the lowest bidder.

3.12.270. Bid Opening Procedure.

Sealed bids (with name of the project identified on the exterior of the envelope) shall be submitted to the City Clerk who shall record the date and time received on the exterior of the envelope. Bids shall be opened in public at the time and place stated in the notice. All bids received shall be on file in the City Clerk’s office for public inspection during regular business hours.

3.12.280. Rejection of Bids.

The City Council may reject any or all bids presented, to accept or reject any one or more items of a bid, waive any irregularity, and may, at its discretion, re-advertise the project for bids.

3.12.290. Open Market Purchase.

After rejecting bids, the City Council may determine that the supplies,

services, materials, or equipment may be purchased at a lower price in the open market, and it may direct the purchasing agent to so purchase.

3.12.300. Lowest responsible, responsive bidder.

A. For the purposes of this chapter, in addition to price, "lowest responsible, responsive bidder" will be determined based on consideration of the following factors:

1. The ability, capacity and skill of the bidder to perform the contract or provide the supplies;

2. Whether the bidder has the facilities to perform the contract or provide the supplies promptly, or within the time specified, without delay or interference;

3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

4. The bidder's record or performance of previous contracts or services;

5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;

6. The sufficiency of the financial resources and ability of the bidder to perform the contract; and

7. The quality, availability and adaptability of the supplies to the particular use required.

3.12.310. Tie Bids.

If two or more bids received are for the same total amount or unit price, quality and service being equal, the city council may accept one of them or accept the lowest bid made by negotiation with the tie bidders at the time of or after the bid opening.

3.12.320. Award of Contract.

Except as otherwise provided, an award of contract, if any, may only be provided to the lowest responsible, responsive bidder.

3.12.330. Bonds.

Before entering into a contract, the purchasing agent has authority to require a performance bond in such amount as it shall find reasonably necessary to protect the best interest of the City. If the City requires a performance bond, the form and amount of the bond shall be described in the notice of solicitation inviting bids. A contractor must provide such

additional bonds that may be required by applicable law including, without limitation, Civil Code § 9550 regulating payment bonds.

Article V. Federal Requirements

3.12.340. Uniform Guidance. Whenever Federal Award funds are used the following criteria must be followed in addition to this chapter:

A. Requirements. The Uniform Guidance requirements for sub-award and sub- recipient is based on the pass-through agency. If the pass-thru agency is subject to the Uniform Guidance (i.e., if the source of funds are federal and the pass-through agency is subject to Uniform Guidance), then the sub- award or sub-recipient is also subject to the Uniform Guidance. The requirement for a sub-award, no matter when the sub-award was made, flows from the requirements of the original federal award from the federal awarding agency.

B. Micro Purchases. The maximum aggregated amount for micro purchases is $3,500. The maximum amount for construction projects is $2,000 and is subject to the Davis-Bacon Act (Prevailing Wages). Micro purchases are exempt from the City's informal and formal bidding processes, so there are no requirements for multiple quotations. To the extent practical the City must distribute micro-purchases equitably among qualified suppliers.

C. Small Purchases. Small purchases utilize simple and informal procurement methods. The acquisition threshold is currently $150,000. The Uniform Guidance states quotes for small purchases must be obtained from an "adequate" number of qualified sources. There is no specific number of sources required by the Uniform Guidance, thus one quote can be sufficient as long as there is proper documentation. Quotes can be obtained from suppliers or from public websites (i.e., City may use internet searches as documentation).

D. Sealed Bids. Sealed bids are required for contracts in excess of $150,000 and is the preferred method for construction contracts. Sealed bids are also appropriate for fixed price contracts where bidders are provided complete and adequate specifications. Additionally, sealed bids must come from two or more qualified bidders must be publicly advertised and solicited from an adequate number of suppliers. The contract is awarded to the lowest responsive and responsible bidder.

E. Competitive Proposals. Competitive proposals are required for contracts in excess of $150,000 and is the preferred method for architectural, engineering and Professional Services. Request for Proposals must be publicized and proposals solicited from an adequate number of qualified sources. Competitive proposals are awarded to the most advantageous bid which considers both price and other factors. The City does not have to select the lowest bid.

F. Sole Source. Vendor must meet at least one of the following criteria:

1. The vendor offers a unique supply or service that can only be fulfilled by one vendor or only one known source for the supply/service exists;

2. There is a public emergency;

3. After soliciting a number of sources, the competition is deemed inadequate; and

4. Written request has been made and approved by the federal agency responsible for the grant.

5. The City must have written pre-approval from the federal awarding agency. Additionally, the City must have proper documentation as to why a sole source vendor was required in these circumstances. The sole source must be properly documented and the City must maintain the documentation.

Article VI. Prohibitions

3.12.350. Illegal Contracts - Interest by City Officer, Employee.

A. It is a misdemeanor for any elected or appointed official, officer or employee of the City to be, or become directly interested in, any contract work or business, or in the sale of any article, the expense, price or consideration of which is payable from the City treasury, nor shall such officer or employee receive any gratuity or advantage from any contract or person furnishing labor or material for same.

B. Any contract with the City that any officer or employee has or develops an interest in may be declared void by the City Council.

C. Members of City volunteer and support organizations who are not also full- or part-time employees of the City shall be exempt from the provisions of this section.

D. The provisions of this section shall not be construed to excuse noncompliance with State laws regulating conflicts of interest.

3.12.360. Interference with Bidding Procedure by Officer or Employee.

It is a misdemeanor for any elected or appointed official, officer or employee of the City to aid or assist a bidder in securing a contract to furnish labor, materials, supplies, equipment, services, or public works projects at a higher price or rate than that proposed by any other bidder, or favor one bidder over another, or give or withhold information from any bidder not given or withheld from all other bidders, or willfully mislead any bidder in regard to the character of the materials or supplies called for, or knowingly accept materials, supplies or equipment of a quality inferior to that called for by the contract or knowingly certify to a greater amount of labor performed or materials, supplies or equipment furnished, than has respectively been performed or received.

3.12.370. Segmentation Prohibited.

It is a misdemeanor to knowingly take action to separate purchases into smaller units or segments solely for the purpose of evading the competitive formal or informal bidding requirements set forth in this chapter.

VII. Local Business Policy

3.12.370 Local Business Policy.

The City Council finds that it is in the public interest to promote utilization of Local Businesses that are small or minority owned such as Disadvantaged Business Enterprises, Minority Business Enterprises, Woman Business Enterprises, Disabled Veteran Business Enterprises in all aspects of purchasing in accordance with applicable law. Accordingly, the City Administrator is authorized to encourage participation of all DBE's, MBE's, WBE's, DVBE's and SLB's located with the City's jurisdiction to the extent allowed by applicable law. To help meet this policy goal, the City Administrator may utilize the vendor program implemented by the County of Monterey's "Small LOCAL Business Outreach Program."

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

ORDINANCE NO. 2023-003

ORDINANCE AMENDING CHAPTER 3.12 OF THE CITY OF CARMEL- BY-THE-SEA MUNICIPAL CODE TO REGULATE CONTRACTING INCLUDING PURCHASES OF SUPPLIES, SERVICES AND PUBLIC WORKS PROJECTS

The City Council of the City of Carmel-by-the-Sea does ordain as follows:

SECTION 1: *Findings*.

A. The City periodically reviews its purchasing regulations to ensure that it complies with applicable law and implements policies enacted in the public interest;

B. A review of the City of Carmel-by-the-Sea Municipal Code shows that many of the City's purchasing regulations are at least 20 years old and should be amended to conform with current public expectations for delivering goods and services;

C. Among other things, the cost increases associated with goods and services in the past 20 years justifies a corresponding increase in authority for signing agreements between the City and contractors; and

D. The changes enacted by this Ordinance are in the public interest to help facilitate the timely and efficient delivery of public services.

SECTION 2: *Municipal Code Amendment.* Chapter 3.12 of the Carmel-by-the-Sea Municipal Code is amended in its entirety to read as set forth in attached "**Exhibit A**," which is incorporated by reference.

SECTION 3: *Environmental Review*. This ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq*.) because it consists only of revisions and clarifications to existing purchasing regulations and procedures related thereto. Adoption of this Ordinance will not have the effect of deleting or substantially changing any regulatory standards or required findings.

SECTION 4: *Invalidity*. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 5: *Electronic Signatures*. This Ordinance may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 6: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Carmel-by-the-Sea book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 7: This Ordinance will take effect on the 30th day following its final passage and adoption.

INTRODUCED at a Regular City Council Meeting on May 2, 2023.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL BY-THE-SEA this 6th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dave Potter
Mayor

ATTEST:

_____
Nova Romero, MMC
City Clerk

EXHIBIT A

Chapter 3.12 PURCHASING SYSTEM

Article I. General Regulations

3.12.010. Purpose.

This chapter is adopted pursuant to the city's general and specific contracting powers and, without limitation, Government Code § 40602 for the purpose of establishing the requirements to bind the city by contract.

3.12.020. Generally.

The city is not bound by any contract unless the contract is in writing, approved as to form by the city attorney, and signed on behalf of the city by an officer or officers as set forth in this chapter. Any such officer must sign a contract on the city's behalf when directed to do so by the city council.

3.12.030. City Council Authority.

Unless otherwise provided in this code, a resolution, or ordinance, the city council must approve all contracts and direct the mayor, or other officer, to sign a contract on the city's behalf.

3.12.040. Signature Authority.

In accordance with Government Code § 40602, the following officers are authorized to sign contracts on the City's behalf:

A. The Mayor or, if the Mayor is unavailable, the Mayor pro tem;

B. The city administrator when directed to do so by the city council, resolution, ordinance, or any provision of this code;

C. The city administrator for contracts less than $60,000; and

D. Department directors for contracts less than $10,000,

3.12.050. Contracting Authority.

The City Administrator and Department Directors are authorized to solicit bids, award contracts, and select vendors without a bid as allowed by this chapter, up to the limits of their respective signature authority.

3.12.060. Purchasing Agent.

The City Administrator, or designee, is the City's purchasing agent and is authorized to implement this chapter. To do so, the City Administrator may promulgate administrative policies and procedures to facilitate the requirements of this chapter.

3.12.070. Encumbrance of Funds.

A contract for supplies, materials, services, equipment, or public works projects may not be issued unless an unencumbered appropriation exists in the fund against which the purchase is to be charged.

3.12.080. Certification of Receipt.

The Department of Administrative Services shall not process any invoice or other demand for payment for supplies, materials, or equipment until the department receiving such has authorized payment through invoice and contract. Department heads shall file such certification no later than the next regular payment cycle following the receipt of such supplies, materials, equipment or public works projects.

3.12.090. Definitions.

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this chapter:

A. "Contract" may include a purchase order, construction contract, or professional services agreement as the context may dictate.

B. "General Services" means services that are manual or routine in nature as opposed to services that are predominately intellectual and varied in character or require specialized knowledge of an advanced type generally acquired from study at an institution of higher learning.

C. "Open market purchases" means purchases which are unrestricted and competitive, and may include any individual, group or business who chooses to participate.

D. "Professional Services" means those services provided to the City by independent consultants that are predominantly intellectual and varied in character – as opposed to manual or routine in nature – which require specialized knowledge of an advanced type generally acquired from study at an institution of higher learning, and entail the exercise of a wide degree of discretion and judgment when performing the services (e.g., lawyers, engineers, architects, certified public accountants and land-use planners).

E. "Purchase" includes renting, leasing, purchasing, licensing, or a trade or supplies.

F. "Supplies" includes general services; equipment; materials; goods, parts; miscellaneous commodities; and other office supplies. "Supplies" does not include professional services. Refer to Chapter 8.68 of this code regarding Environmentally Acceptable Materials.

G. "Uniform Guidance" means Federal Purchasing requirements published by the Office of Management and Budget (OMB). The OMB issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule (on December 26, 2013) which applies to all non- federal entities receiving Federal awards, and to all new federal awards and existing awards that receive additional funding (or funding increments) after December 26, 2014.

3.12.100. Inspection - Testing.

The purchasing agent must inspect supplies, materials, equipment, or public works projects delivered and contractual services performed, to determine conformance with the specifications set forth in the order or contract. The purchasing agent has authority to require tests of samples submitted with bids and samples of deliverables which are necessary to determine the quality of certain items and conformance with bid specifications.

3.12.110. Exceptions to bidding. Notwithstanding any other requirement of this chapter, bidding is not required for the following:

A. Emergency Purchasing. During a declared state of local emergency, bidding is not required. The city administrator must provide a report to the city council in accordance with applicable law regarding such emergency purchases.

B. Convenience. When the supply can be obtained from only one vendor or there are circumstances demonstrating only one vendor is best qualified to provide the supplies.

C. Best Value. The city administrator may select the lowest responsible and responsive bidder based on objective criteria for evaluating the qualifications of bidders with the resulting selection representing the best combination of price and qualifications along with the nature of the goods, supplies, or equipment.

D. Cooperative Purchasing. Where the purchasing agent identifies a cooperative competitive bidding procedure, being prepared by and processed through another local, state, or federal governmental agency, the purchasing agent may join into an existing written purchase contract through a competitive bidding process prepared by and awarded by another local, state or federal governmental agency.

E. Supplies less than $5,000. Purchases made for supplies with an estimated value of less than $5,000 may be purchased on the open market without bidding requirements.

3.12.120. Professional services.

The purchasing agent may utilize requests for qualifications and requests for proposals, as desirable, when considering retention of professional services.

Article II. Surplus Property

3.12.130. Surplus Supplies and Equipment.

Surplus property may be disposed in accordance with this Article and Government Code § 37350. Disposal of surplus property with a value exceeding $25,000 must be approved by the City Council.

3.12.140. Authorization.

A. The purchasing agent is authorized to dispose of salvageable Surplus Property through sale in the open market. Property disposition may occur by public auction, competitive sealed bids, or exchange or trade in for new goods.

B. The purchasing agent is authorized to sell any Surplus Property to a governmental, public, or quasi-public agency without advertisement for or receipt of bids.

C. The purchasing agent is authorized to donate, as appropriate, Surplus Property to any governmental, public, or quasi-public agencies, charities, or non-profit organizations.

D. The purchasing agent is authorized to dispose of Surplus Property that does not have salvage value, as determined by the purchasing agent, or designee, in any reasonable manner.

3.12.150. Record-keeping and Proceeds.

A. The purchasing agent must keep regular logs showing the Surplus Property, the method of disposal, and the amounts recovered from its disposal.

B. Proceeds from the sale of the Surplus Property must be deposited into the appropriate City fund as determined by the purchasing agent.

Article III. Supplies/General Services – Open Market Purchases/Purchases Under $60,000

3.12.160. Authorized Purchases Under $60,000.

Purchases of supplies and general services with an estimated market value of more than $5,000 but under $60,000 may be made by the purchasing agent in the open market, as described in this article, without observing the formal contract procedures in this chapter. Purchases of $5,000 or less may be made without informal bid of obtaining three written quotes at the discretion of the purchasing agent.

3.12.170. Quotations - Notice of Invitation.

The purchasing agent shall invite quotations from prospective sellers, vendors, suppliers or contractors.

3.12.180. Quotations - Submission in Writing.

Written quotations shall be submitted to the purchasing agent who shall keep a record of all open market quotations and orders for a period of two years after receipt of such quotations.

3.12.190. Quotations - Number Required.

Open market purchases shall be based on at least three written quotations and recorded with the purchase order for payment. If three quotations cannot be reasonably solicited, the purchasing agent shall record the specific reasons with the purchase order for payment.

3.12.200. Quotations - Rejection.

The purchasing agent, at her/his sole discretion, may reject all quotations for any reason whatsoever and may invite new written quotations.

3.12.210. Award of Contract.

A contract may be awarded by the purchasing agent to the person submitting the lowest responsible, responsive quotation except if two or more quotations are received for the same total amount or unit price, quality and service being equal, and further, if in the sole discretion of the purchasing agent the public interest will not permit the delay of inviting new quotations, then the purchasing agent may accept the one she/he chooses or accept the lowest quotation made by negotiation with the persons submitting the tie quotations.

Article IV. Supplies/General Services – Formal Bid Procedures/Purchases of $60,000 or More

3.12.220. Formal Contract Procedure.

Except as otherwise provided, supplies and general services of an estimated market value of $60,000 or more must be considered by the City Council. An award of contract, if any, may only be provided to the lowest responsible, responsive bidder pursuant to the procedure prescribed in this article.

3.12.230. Notice Inviting Bids.

Notice inviting bids shall include a general description of the supplies to be purchased or general services to be rendered, state where bid forms and specifications may be secured, identify the contact person, and state the date, time and place for opening bids.

3.12.240. Published Notice.

Notice inviting bids shall be published at least 10 days before the date of opening of the bids, and shall be published two times, five days apart, in newspaper of general circulation in the City and such additional newspaper or other means of bid advertising that the purchasing agent may select to find the greatest number of potential bidders.

3.12.250. Bidders/Vendor List.

The purchasing agent shall also directly solicit sealed bids from all prospective suppliers known to the purchasing agent as responsible bidders and/or vendors dealing in the product to be purchased or the general services to be rendered.

3.12.260. Bidders Security.

When deemed necessary by the purchasing agent, bidders security may be required in the public notice inviting bids. Unsuccessful bidders shall be entitled to return of bid security. If a successful bidder refuses or fails to execute the contract within 15 calendar days after notice of award of contract has been mailed, they shall forfeit their bid security as liquidated damages to cover the cost of City re-bidding or awarding a contract to the next lowest bidder, unless the City is responsible for the delay. The City Council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible, responsive bidder. If the City Council awards the contract to the next lowest responsible, responsive bidder, the amount of the lowest bidders security shall be applied by the City to the difference between the low bid and the second lowest bid; the surplus, if any, shall be returned to the lowest bidder.

3.12.270. Bid Opening Procedure.

Sealed bids (with name of the project identified on the exterior of the envelope) shall be submitted to the City Clerk who shall record the date and time received on the exterior of the envelope. Bids shall be opened in public at the time and place stated in the notice. All bids received shall be on file in the City Clerk's office for public inspection during regular business hours.

3.12.280. Rejection of Bids.

The City Council may reject any or all bids presented, to accept or reject any one or more items of a bid, waive any irregularity, and may, at its discretion, re-advertise the project for bids.

3.12.290. Open Market Purchase.

After rejecting bids, the City Council may determine that the supplies, services, materials, or equipment may be purchased at a lower price in the open market, and it may direct the purchasing agent to so purchase.

3.12.300. Lowest responsible, responsive bidder.

A. For the purposes of this chapter, in addition to price, "lowest responsible, responsive bidder" will be determined based on consideration of the following factors:

1. The ability, capacity and skill of the bidder to perform the contract or provide the supplies;

2. Whether the bidder has the facilities to perform the contract or provide the supplies promptly, or within the time specified, without delay or interference;

3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

4. The bidder's record or performance of previous contracts or services;

5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;

6. The sufficiency of the financial resources and ability of the bidder to perform the contract; and

7. The quality, availability and adaptability of the supplies to the particular use required.

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1. The vendor offers a unique supply or service that can only be fulfilled by one vendor or only one known source for the supply/service exists;

2. There is a public emergency;

3. After soliciting a number of sources, the competition is deemed inadequate; and

4. Written request has been made and approved by the federal agency responsible for the grant.

5. The City must have written pre-approval from the federal awarding agency. Additionally, the City must have proper documentation as to why a sole source vendor was required in these circumstances. The sole source must be properly documented and the City must maintain the documentation.

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

June 6, 2023
PUBLIC HEARING

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert Harary, P.E, Director of Public Works
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-040 for Intent to Lease Real Property, and Resolution 2023-042 for a Surplus Lands Act Resolution, and CEQA findings, for the Scout House Renovation, Activities Programming, and Facilities Management Project

RECOMMENDATION:

After the Public Hearing, City Council will be asked to:

1) Adopt Resolution 2023-040, authorizing the City Administrator to issue a Request for Proposals seeking technical Proposals to enter into an Operations and Maintenance Agreement and Site Lease with the City for Renovation and subsequent Activities Programming, Operations, and Maintenance of the Scout House; and

2) Adopt Resolution 2023-042, declaring Scout House Real Property Exempt Surplus Land; and

3) Find that these actions do not constitute a "project" as defined by the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b) and are also exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) and 15301.

BACKGROUND/SUMMARY:

At the April 4, 2023 Public Hearing on this matter, the City Council received a Staff Report, included as **Attachment 3**. As shown in the presentation slides, **Attachment 4**, the Public Works Director presented an overview of:

- Key terms about the Request for Proposal (RFP) and proposal expectations
- Renovation Challenges
- Overview of the proposed Operations and Maintenance Agreement
- Overview of the proposed Site Lease
- Process for approval of leasing real property subject to the Surplus Lands Act
- CEQA determination of not a project or exemption

Following Council questions and public testimony, Council expressed concern about the complexity of the

proposal and subsequent contractual requirements, and the potential impacts on the Scouts. A key issue was clarified pertaining to payment of fair market rent following post-renovation occupancy. While fair market rent must be paid per the terms of the Site Lease, the cost of the renovation may be considered as credit to offset the rent.

During the Public Hearing on April 4, 2023, the Council was presented with Resolution 2023-040 and Resolution 2023-042, and a discussion followed with the intent to move forward with these Resolutions; however, they were not formally adopted at this meeting:

As noted in the April 4, 2023, meeting minutes, *"Resolutions 2023-040 and 2023-042 failed due to lack of motion. Direction to staff given instead to come back to Council in June with an update on the interest in the Scout House RFP and any questions that arose after the mandatory site visit in late April."*

Resolution 2023-040 and Resolution 2023-042 are included as **Attachments 1 and 2**. The only change to the verbiage in the Resolutions is to note that Council authorized the release of the RFP at the April 4th Public Hearing, and that that the Resolutions are anticipated to be adopted at the June 6th Public Hearing.

The RFP was advertised effective April 10th and was included in the April 4, 2023 agenda packet, and can be referenced on the City's website via the following link: **https://ci.carmel.ca.us/sites/main/files/file-attachments/scout_house_rfp_0.pdf?1682114115.**

The mandatory pre-proposal meeting/open house was conducted on April 25th. In addition to staff, approximately 10 people attended, including representatives of the Scouts, general contractors, subcontractors, and an architect. Questions were asked and answered, when known, but it was clear that the consensus was that the interested parties would need more time to prepare their proposals versus the May 23rd deadline. Staff believes that up to two proposals may be received.

Written questions were submitted by the May 5th deadline and responded to on May 12th. These questions and responses are included as **Attachment 5**. Based on the open house and subsequent written comments, the proposal deadline was extended by seven (7) weeks, until July 11th.

Recommendation

At the June 6, 2023 Council meeting, a second Public Hearing will be held on this matter to formally adopt the two Resolutions (Attachments 1 and 2) that were presented and discussed during the April 4, 2023, Public Hearing. The presentation will be limited to the events that have occurred since the first Public Hearing on April 4th, as outlined in this report, rather than restating the information previously presented and included in the attachments.

Staff recommends that Council make a motion to:

1) Adopt Resolution 2023-040, authorizing the City Administrator to issue a Request for Proposals seeking technical Proposals to enter into an Operations and Maintenance Agreement and Site Lease with the City for Renovation and subsequent Activities Programming, Operations, and Maintenance of the Scout House; and

2) Adopt Resolution 2023-042, declaring Scout House Real Property Exempt Surplus Land; and

3) Find that these actions do not constitute a "project" as defined by the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b) and are also exempt from CEQA pursuant to

CEQA Guidelines Section 15061(b)(3) and 15301.

FISCAL IMPACT:

None by these Actions. The selected Proposer/Contractor would bear the full cost for the renovation work.

PRIOR CITY COUNCIL ACTION:

Council considered this item in Closed Session at the March 6, 2023 Special Council Meeting. There was no reportable action.

On April 4, 2023, a Public Hearing was held on this matter. Council directed staff to issue the RFP but deferred action on the two Resolutions.

ATTACHMENTS:

Attachment 1) Resolution 2023-040
Attachment 2) Resolution 2023-042
Attachment 3) Staff Report from April 4, 2023 Meeting
Attachment 4) Presentation from April 4, 2023 Meeting
Attachment 5) Responses to RFP Questions

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSALS SEEKING PROPOSALS TO LEASE THAT CERTAIN EXEMPT REAL PROPERTY KNOWN AS THE 'SCOUT HOUSE,' LOCATED AT THE NORTHEAST CORNER OF MISSION STREET AND EIGHTH AVENUE

WHEREAS, the City of Carmel-By-The-Sea ("City") is the owner of certain real property in Monterey County commonly known as the Scout House, located at the northeast corner of Mission Street and Eighth Avenue, Carmel-By-The-Sea, California (a portion of APN number 010-143-001) (the "Property"); and

WHEREAS, City staff recommends issuance of a Request for Proposals ("RFP") to lease the Property in accordance with the terms of this Resolution in order to create an economic opportunity for the City; and

WHEREAS, the City Council has reviewed and considered the form of RFP soliciting proposals to lease the Property, which attaches a proposed Operations and Maintenance Agreement and Site Lease ("Site Lease") to be entered into with a lessee ("Lessee"); and

WHEREAS, during a public hearing on April 4, 2023, Council discussed and gave direction to staff to issue the RFP soliciting Site Lease proposals and to provide an update to Council in June with an update on the interest in the Scout House RFP and any questions that arose after the mandatory site visit in late April.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AS FOLLOWS:

Section 1. The foregoing recitals are adopted as true and correct and are a substantive part of this Resolution.

Section 2. The City hereby declares its intent to lease the Property in order to create an economic opportunity for the City.

Section 3. In advance of the RFP deadline for proposals, the City shall publish Notice of Intent to Lease Exempt Surplus Real Property setting forth the minimum lease price, and other key proposed terms and conditions of the Site Lease, together with the public process for opening and consideration of proposals from potential lessees.

Section 4. The City Administrator or his designee is authorized and directed to execute all documents required to issue the RFP, to conduct the proposal review process, and to return to the City Council for approval of any recommended Site Lease.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 6th day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dave Potter
Mayor

ATTEST:

_____
Nova Romero, MMC
City Clerk

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AFFIRMING COMPLIANCE WITH THE STATE SURPLUS LANDS ACT FOR THE SCOUT HOUSE

WHEREAS, the City of Carmel-By-The-Sea ("City") complies with the general laws of the State of California, including the Surplus Property Land Act; and

WHEREAS, the City is owner in fee simple of that certain real property in Monterey County commonly known as the Scout House, located at the northeast corner of Mission Street and Eighth Avenue, Carmel-By-The-Sea, California, (a portion of APN number 010-143-001) (the "Property"); and

WHEREAS, under the Surplus Property Land Act, Government Code Sections 54220-54233 ("Act"), surplus land is land owned in fee simply by a public agency for which the public agency's governing board takes formal action in a regular public meeting declaring the land is surplus and not necessary for the agency's use; and

WHEREAS, under the Act, land is exempt surplus property if it is necessary for an agency's use if the land is being used, or is planned to be used pursuant to a written plan adopted by the public agency's governing body, for the public agency's work or operations, including use "for the sole purpose of investment or generation of revenue;" and

WHEREAS, the Property is currently being used by the City; and

WHEREAS, the City intends to continue to use the Property for the purpose of generation of revenue pursuant to a Lease Agreement to be entered into with a Lessee pursuant to which the Lessee will make needed renovations to the Property and make the Property available for the City's periodic use; and

WHEREAS, by entering into the Lease Agreement with Lessee and adopting this Resolution, the City is adopting a written plan for the ongoing use of the Property as required to demonstrate existing and planned "use" of the Property under the Act, rendering the Property exempt surplus land under the Act; and

WHEREAS**,** under the Act, land is exempt surplus property if it is necessary for an agency's use if the land is being used, or is planned to be used pursuant to a written plan adopted by the agency's Board of Directors, for agency work or operations, including use "for the sole purpose of investment or generation of revenue"; and

WHEREAS, during a public hearing on April 4, 2023, Council discussed and gave verbal consensus direction to declare that the Scout House Property is exempt surplus land for the purposes of the California Surplus Lands Act; and

WHEREAS, the accompanying staff report provides supporting information upon which the declaration and findings set forth in this Resolution are based.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council hereby declares that the Scout House Property is exempt surplus land for the purposes of the California Surplus Lands Act (Government Code Section 54220 et seq.) because it is presently being "used" and is "intended to be used" by the City for other public uses and continues to be necessary for the City's use. The basis for this declaration is that the City intends to use the Property pursuant to the Lease Agreement for the purpose of generation of revenue for the City.

Section 3. The City Council hereby declares that the use of the Property will directly further the express purpose of City work and operations.

Section 4. The City Council hereby adopts the written plan described in this Resolution and in the accompanying staff report for the ongoing use of the Property as required to demonstrate existing and planned "use" of the Property under the Act.

Section 5. This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"). City staff has determined that the proposed actions do not constitute a "project" as defined by the CEQA. Adoption of this Resolution does not have the potential for resulting in either a direct physical change on the environment or a reasonably foreseeable indirect physical change on the environment. Prior to commencing renovations of the Property contemplated by the Lease Agreement, the City will complete all necessary reviews in accordance with CEQA.

Section 6. The City Clerk is directed to provide a copy of this Resolution to the California Department of Housing and Community Development for its review.

Section 7. The officers and staff of the City are hereby authorized, jointly and severally, to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 6th day of June 2023, 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

April 4, 2023
PUBLIC HEARINGS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert Harary, P.E, Director of Public Works
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Scout House Request for Proposals, and Resolution of Intent to Lease Real Property and Surplus Lands Act Resolution, and CEQA findings

RECOMMENDATION:

After the Public Hearing, City Council will be asked to:

(1) Adopt Resolution 2023-040, authorizing the City Administrator to issue a Request for Proposals seeking technical Proposals to enter into an Operations and Maintenance Agreement and Site Lease with the City for Renovation and subsequent Activities Programming, Operations, and Maintenance of the Scout House; and

(2) Adopt Resolution 2023-042, declaring Scout House Real Property Exempt Surplus Land; and

(3) Find that these actions do not constitute a "project" as defined by the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b) and are also exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) and 15301.

BACKGROUND/SUMMARY:

Background:

One of the City Council's Strategic Priorities is to *"Explore Opportunities for the Scout House."* Staff has prepared the Request for Proposals (RFP) in Attachment #3 seeking technical Proposals to enter into an Operations and Maintenance Agreement ("O&M") with the City for the renovation/restoration of the Scout House and for subsequent activities programming, operations, management, and maintenance of the facility. The rough cost estimate required to renovate the Scout House is $400,000 - $500,000; however, no City funding is proposed. The selected Proposer/Contractor signing the O&M Agreement will also need to agree to a Site Lease to cover the duration of their occupation of the Scout House, such that they are the City's Lessee.

The Scout House is a multi-use facility located at the northeast corner of Mission Street and Eighth Avenue. The Scout House was built in 1931 by Carmel Masterbuilder M.J. Murphy. The building has a large room, working fireplace, and a full kitchen, and is a completely contained unit; however, the building has not been in operation for many years. Staff has been exploring ways to find a Contractor to renovate the Scout House.

A proposed O&M Agreement and Site Lease are attached to the RFP as Appendix 6 and 7, respectively. The RFP requests proposed edits to the draft agreements from Proposers. Staff is seeking Council approval to issue the RFP and follow the process outlined below to award the O&M Agreement and Site Lease.

The key terms of the RFP, O&M Agreement, and Site Lease are as follows:

Key RFP Terms:

1. A mandatory Pre-Proposal meeting will be held, and the Scout House will be open for the remainder of the day, for Proposers to take photographs and measurements inside.

2. Selection of the Contractor will be via a qualifications-based selection process. An Evaluation Committee will review all responsive Proposals received, focusing on the qualifications and experience of their Project Team, the technical approach to design and

Proposals received, focusing on the qualifications and experience of their Project Team, the technical approach to design and renovation of the facility, approach to activities programming and facility management/maintenance of the facility, and their funding availability.

3. The RFP makes it clear that the facility is a Historic Resource and is subject to the City's Historic Preservation Ordinance Chapter 17.32. Improvements may require review by the City's Historic Resources Board and/or Planning Commission.

4. The RFP outlines numerous requirements for the renovation. The most challenging aspects of the renovation include:

- ADA compliance: An elevator or lift may be required. The east wall may also need to be moved to allow for an ADA-compliant parking space on site.
- Part of the downstairs has a low ceiling height which allows for storage but is not habitable space unless this portion of the building undergoes costly structural renovations. This could trigger seismic upgrade requirements.
- Electrical/lighting, mechanical, and plumbing systems need reconstruction
- Contractor to remediate any hazardous materials
- Site work repairs and modifications to utilities are anticipated
- The site is very confined as a staging area for the renovation work

5. A Performance Bond will be required prior to the renovation to ensure that the renovation work, once started, is completed.

6. Proposed activities are likely to include the Boy Scouts; however, the RFP stresses the importance of providing a mix of other community-based activities such that no one organization fully dominates the use of the renovated facility.

7. The successful Proposer may need to present their recommendations for primary and secondary uses of the renovated facility to the Community Activities Commission prior to award of the O&M Agreement and Site Lease.

8. The Contractor would be expected to pay ongoing facility maintenance costs including: custodial, alarm monitoring, pest control, landscape maintenance, water, gas, and electric utilities, and minor building repairs. The City should continue to pay for trash/recycling and sewer service.

9. The Contractor may be required to pay Possessory Interest Tax to Monterey County.

Key O&M Agreement Terms:

The O&M Agreement includes provisions addressing, among others, the following topics.

1. The term of the O&M Agreement will be ten (10) years, with the City having an annual option to extend the Agreement for an additional year for the first five years after the initial ten years conclude. Proposers may recommend alternative time frames.

2. Contractor will also execute a Site Lease to facilitate its renovation of the facility. See Site Lease section below.

3. Contractor will bear the full costs of performing the renovation work.

4. Contractor will comply with existing City regulations concerning how the renovation planning, design, permitting, and construction work will proceed.

5. Contractor will identify the personnel expected to work on the project.

6. Contractor will provide required insurance.

7. Contractor will indemnify City for any losses caused by Contractor's negligence, recklessness, or willful misconduct.

8. Contractor will obtain a business license from the City.

9. Any disputes will be resolved via mediation and arbitration.

10. City will have the right to terminate the O&M Agreement at any time in its sole discretion.

Key Site Lease / Rent Terms:

The RFP requests that the Contractor signing the O&M Agreement also agree to sign a Site Lease to cover the duration of their occupation of the Scout House, such that they are the City's Lessee. Under the proposed Site Lease, the Contractor would agree to pay fair market rent for the use and enjoyment of the Scout House.

To offset the cost of paying fair market rent, the Site Lease would authorize the Contractor to undertake various fundraising activities, including, for example, the sale of naming rights of various interior portions of the facility, and the use of the facility for commercial purposes consistent with existing zoning (Residential and Limited Commercial), including a potential sublease of the facility, if desired. This would allow the Lessee to generate revenue once the renovation work on the premises is complete.

The amount of fair market rent to be charged could also take into account that the Contractor would be agreeing to pay the costs of conducting various capital improvements under the terms of the O&M Agreement and the fact that the City will be entitled to use the facility for one day each month.

Process:

If the Council approves issuing the RFP, the City would follow the following process for issuance of the RFP and award of the O&M Agreement and Site Lease.

a. Approval of Lease of Real Property: Pursuant to Government Code Section 52201, a City Council may lease real property to create an economic opportunity. Such a process must be approved by the City Council by Resolution after a Public Hearing. Notice of the time and place of the hearing must be published in a newspaper of general circulation in the community at least once per week for at least two successive weeks. Among other things, the Notice must include the transactional costs to the City of the lease and the estimated value of the interest to be leased, determined at the highest and best uses permitted under the general plan or zoning, and an explanation of why the lease of the property will assist in the creation of economic opportunity. In this case, the City published such notice in the Carmel Pine Cone newspaper on March 24th and March 31st. Attachment #1 is Resolution 2023-040 for Intention to Lease Real Property.

b. Adoption of Surplus Lands Act Resolution: The City lease of the Scout House property is subject to the Surplus Lands Act ("Act") but is likely exempt due to the City's ongoing use of the property so long as the City follows required procedures to confirm the exemption. Under guidelines issued by the California Department of Housing and Community Development ("HCD"), prior to disposition of exempt surplus land, public agencies must adopt a resolution supported by written findings determining the property exempt and must provide a copy of the resolution to HCD at least thirty days prior to disposition. While not expressly stated, the Act appears to suggest that if HCD does not notify the agency that the exemption determination violates the Act within 30 days, the agency receives "safe harbor" that it has complied with the law, and is not subject to the penalty provisions.

Accordingly, at the same time the City Council approves the issuance of a Request for Proposals for a Site Lease, the City Council should also adopt the required Surplus Lands Act Resolution and transmit it to HCD at least 30 days before the City intends to award the O&M Agreement and approve the Site Lease. Attachment #2 is Resolution 2023-042 which meets the Surplus Lands Act requirements.

c. Award of O&M Agreement and Approval of Lease: After staff has received and evaluated proposals in response to the RFP, and should the City Council proceed with an award of the O&M Agreement and approval of a Site Lease, the City Council Resolution approving the Site Lease must be adopted by a majority vote and include a finding that the lease of the property will assist in the creation of economic opportunity, and that the lease price is not less than the fair market value at its highest and best use.

Environmental Impact:

The proposed actions do not constitute a "project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(b), a project does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes on the environment. However, prior to commencing renovations at the Scout House, the City will complete all necessary reviews pursuant to CEQA.

Even if this action is a project, it is exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, and the action is also categorically exempt pursuant to the existing facilities exemption in CEQA Guidelines Section 15301 as the action is limited to repairs, maintenance and minor alterations to the existing Scout House that involve negligible or no expansion of existing or former use.

FISCAL IMPACT:

None by these Actions. The selected Proposer/Contractor would bear the full cost for the renovation work.

PRIOR CITY COUNCIL ACTION:

Council considered this item in Closed Session at the March 6, 2023 Special Council Meeting. There was no reportable action.

ATTACHMENTS:

Attachment 1) Resolution 2023-040
Attachment 2) Resolution 2023-042
Attachment 3) Scout House RFP, O&M Agreement, and Site Lease

CITY OF CARMEL-BY-THE-SEA

Scout House:
Request for Proposals
Resolution of Intent to Lease Real Property
Resolution for Surplus Lands Act
CEQA Findings



City Council Meeting
Public Hearing
April 4, 2023

Joan Cox, Partner,
Burke, Williams & Sorensen

Bob Harary, P.E.
Director of Public Works

BACKGROUND

- Northeast corner Mission Street/Eighth Avenue
- Constructed in 1931 by M.J. Murphy
- Historic Building
- Closed for years, dilapidated condition
- Conceptual Plans to Reopen since 2000
- Ongoing City expenses: Roof replacement, alarm, repairs
- Council Strategic Priority to “Explore Opportunities”
- Wrote RFP, researched legal issues, prepared Resolutions



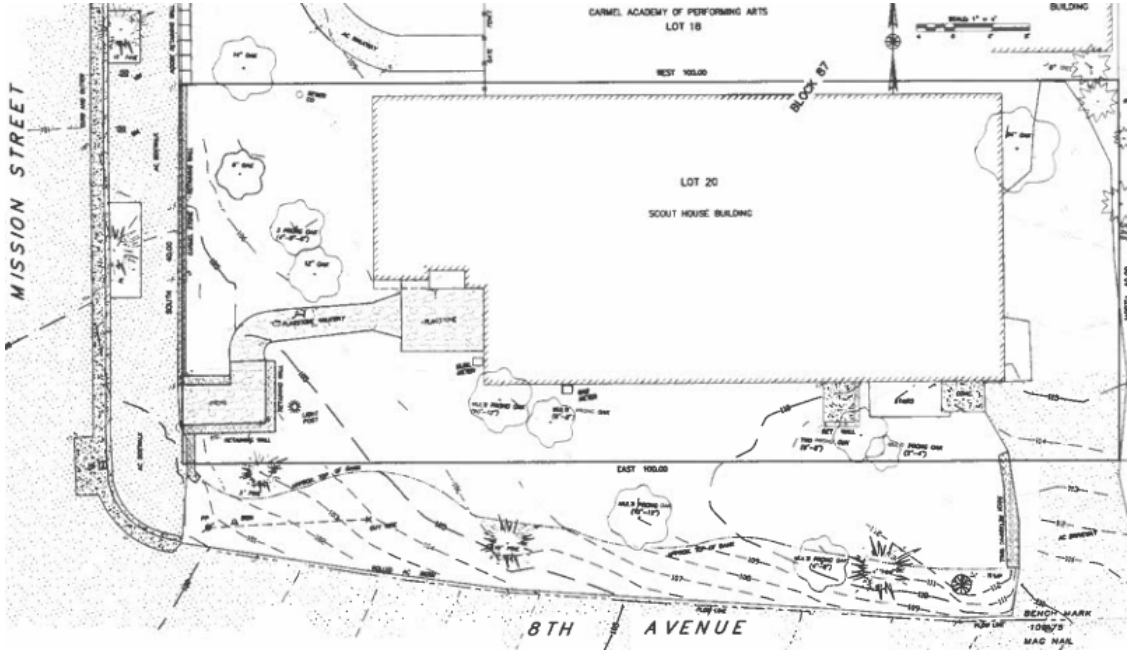
REQUEST FOR PROPOSAL

RFP Includes:

- History of the Building
- Facility is a Historic Resource
- Outline of Building Conditions and Renovation Requirements
- No City Funding
- Mandatory Pre-Proposal Meeting/Open House day
- Financial and Legal Considerations for exemption from Public Works Project Statutes
- Selection Criteria
- O&M Agreement
- Site Lease

Proposals to Cover Key Issues:

- Design and Construction of Renovation
- Project Schedule
- Activities Programming
- Facility Management and Maintenance
- Financial Resources

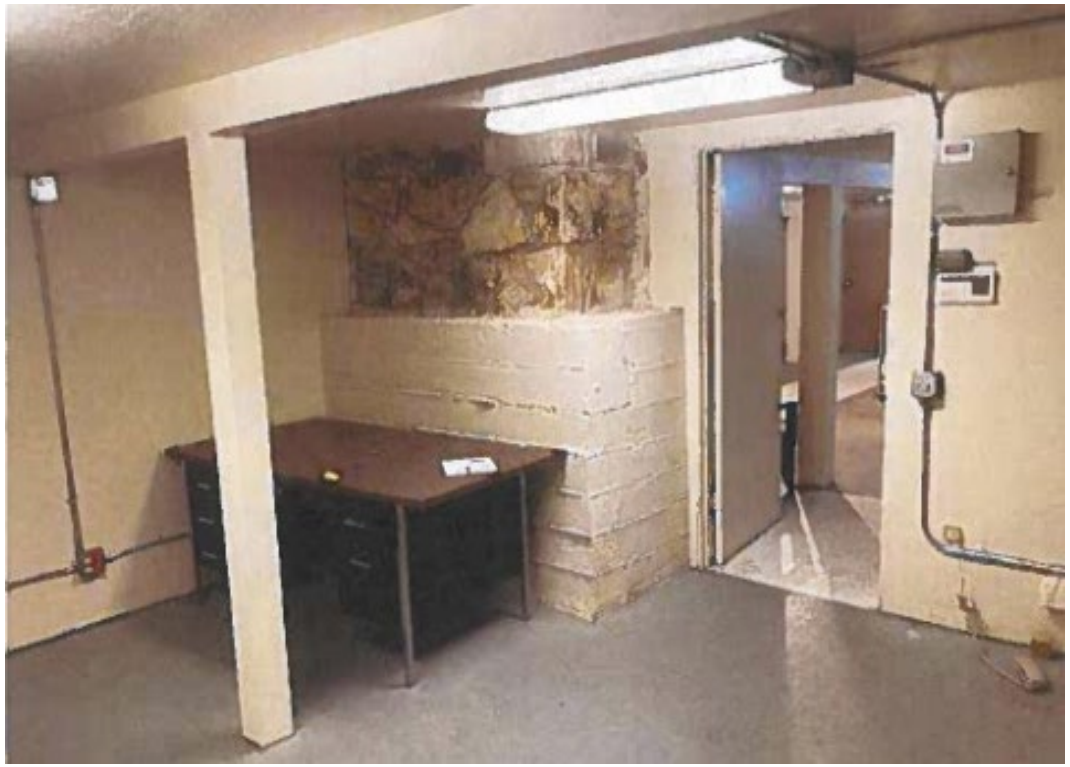


CITY OF CARMEL-BY-THE-SEA

REQUEST FOR PROPOSAL

Renovation Challenges:

- ADA compliance
- Downstairs ceiling height - not habitable space
- Reconstruct electrical, mechanical, and plumbing systems
- Remediate any hazardous materials
- Site work repairs and modifications
- Confined staging area
- Performance Bond to ensure completion, once started
- Preliminary cost estimate - $500,000



Selection Criteria (Qualifications-Based Selection):

- Responsiveness to the RFP
- Qualifications and experience of Project Team
- Successful performance on similar projects
- Technical approach to the renovation
- Approach to activities programming and outreach
- Approach to facility management and maintenance
- Funding availability
- Requested changes to the O&M Agreement or Site Lease

REQUEST FOR PROPOSAL

Activities Programming:

- RFP stresses importance of providing a mix of community-based activities
- Market research and community/local neighborhood outreach
- Proposed activities may include the Boy Scouts
- Successful Proposer to present recommendations to the Community Activities Commission
- Activities to be consistent with Residential & Limited Commercial Zoning
- Provides management, operations, administration, and staffing for events
- Concessions/food service
- City may use facility one day per month



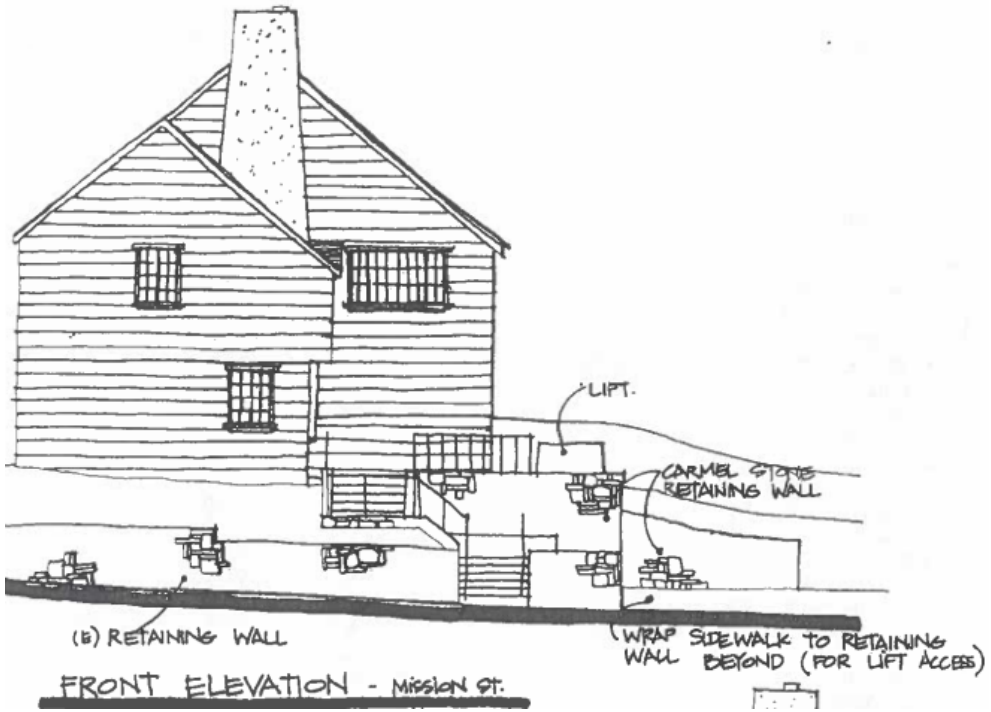
Facility Management/Maintenance:

- Security and parking
- Contractor pays ongoing costs: custodial, alarm monitoring, pest control, landscape maintenance, fire extinguishers, and water, gas, and electric
- Contractor to budget for preventative maintenance and building repairs
- Develop annual capital improvement plan projects cost-shared with City

O&M AGREEMENT AND SITE LEASE

O&M Agreement Provisions:

- 10 year initial Term, with annual option to extend 5 years
- Contractor pay full costs of the renovation
- Comply with City regulations for the renovation
- Provide required insurance and indemnify City
- Disputes to be resolved via mediation and arbitration
- Contractor to execute a Site Lease
- City may terminate the O&M Agreement at any time



Site Lease Terms:

- Covers duration of occupation: Contractor is the City's Lessee
- Contractor to pay Fair Market Rent
- Contractor may undertake fundraising activities:
  - Naming rights
  - Commercial purposes consistent with Zoning
  - Sublease the facility
- Fair market rent can take into account that Contractor:
  - A) Funds future capital improvements, and
  - B) City may use facility one day each month

PROCESS

Approval of Intent to Lease of Real Property:

- Government Code Section 52201 – City may lease property to create economic opportunity
- Council to approve by Resolution 2023-040 following a Public Hearing
- Public Hearing notices published twice in Carmel Pine Cone
- Resolution 2023-040 is Intention to Lease Real Property

Adoption of Surplus Lands Act Resolution 2023-042:

- Lease subject to Surplus Lands Act
- Exempt – City to continue using facility
- Adopted Resolution will be submitted to California Housing and Community Development for confirmation that the Scout House site is exempt surplus property
- Adopt Resolution concurrently with authorization to issue the RFP

RECOMMENDATIONS

After the Public Hearing:

(1) Adopt Resolution 2023-040, authorizing the City Administrator to issue a Request for Proposals seeking technical Proposals to enter into an Operations and Maintenance Agreement and Site Lease with the City for Renovation and subsequent Activities Programming, Operations, and Maintenance of the Scout House; and

(2) Adopt Resolution 2023-042, declaring Scout House Real Property Exempt Surplus Land; and

(3) Find that these actions do not constitute a "project" as defined by the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b) and are also exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) and 15301.

QUESTIONS?

RESPONSES TO QUESTIONS
FOR RFP 2022-02
DATE: MAY 12, 2023

Questions from Scouting to the City of Carmel-by-the-Sea regarding the 4/25/23 Scout House Walkthrough and 4/2/23 RFP

Scouting - the Silicon Valley Monterey Bay Council of the Boy Scouts of America (SVMBC) – attended the mandatory open house/walkthrough at the Carmel Scout House on Tuesday, April 25, 2023, per the RFP presented at the April 2, 2023 meeting of the Carmel City Council.

Response: Noted.

1. *We wish to thank the City, Bob Harary, and his staff, including Cleve Waters and Jermel Laurie, for hosting the Tuesday Scout House walkthrough and engaging with us on the issues raised. For an old wooden building that's sat unused for over 20 years it's in remarkably good shape, and for that we have to thank the City and particularly Cleve Waters who has kept it alive all these years.*

   Response: Noted.

2. *Scouting was represented by: Eric Tarbox, Council Scout Executive; Michael Wilson, Deputy Scout Executive; Steve Cardinalli, SVMBC Executive Board; and Richard Kreitman, Local Representative, Troop 127 Carmel.*

   Response: Noted.

3. *Also at our behest, several local contractors and professionals attended to give us their take on what might be necessary to put the Scout House back in operation and how much it could cost. These included: Adam Trosky, Excel Electric; George Wilson of Wilson Plumbing; Brent Sepulveda, California Fire Protection; Jeff DiBenedetto, general contractor; and David Martin, architect. We thank them for their time and participation.*

   Response: Noted.

4. *Scouting is still interested in pursuing the possibility of responding to the RFP but will require a good deal more time and information before making a determination.*

   Response: The deadline for submittal of the Proposal is extended by seven (7 weeks). The new deadline is Tuesday, July 11, 2023 at 5:00 p.m.

5. *We learned a great deal on Tuesday, perhaps most important being confirmation that fulfilling the expansive scope of work envisioned in the RFP, one with which we agree, will take far more resources than Scouting can supply on its own. Which means for this project to succeed - bringing the Scout House back into*

operation as the treasured community asset it was, but fully restored, accessible, upgraded, and updated to last into the next century - it will have to be a shared project of Scouting, the City of Carmel, and the Carmel Community. Perhaps a Carmel Scout House Foundation modelled on the Sunset Center Foundation would be appropriate. Though vastly different in scope, the two projects and lease/operational situations are quite similar.

Response: The City may support a foundation or other interested groups to participate in the project; however, the City cannot provide funding for the renovation of the Scout House unless the Contractor(s) performing work is either a volunteer or is paid prevailing wages for the work performed. The City has not budgeted any funds for this project.

6. *Some Take-Ways: Fire suppression sprinklers estimate: $500k. Replace and upgrade electrical system: $125k-$150k. Adding 6" of headroom to the basement to make it usable for Scouting District office, the primary reason Scouting offered to get involved: $100k-$200k. ADA access, rest rooms, plumbing, HVAC, kitchen, etc: TBD.*

   Response: Noted.

7. *Did any other interested party show up for the mandatory walkthrough Tuesday and sign the register, or is Scouting the only interested party?*

   Response: The City anticipates receiving up to two Proposals.

8. *We understand there a recent termite report on the building. Please send us a copy. We also request the City provide any recent building inspection and/or structural engineering reports and if none exist please acquire them.*

   Response: A Termite Report from May 2022 is attached. There are no known building inspection nor structural engineering reports other than basic information included in the RFP.

9. *We request the City provide us with copies of any blueprints or plan drawings of the Scout House in the City's possession and if no recent ones exist please acquire them, including a current Site Survey (preferably at 1/8"scale), with property lines, easements, structures, hardscape, trees, utilities, floor elevations, 1-foot topographic lines, and highest ridge elevation. With this our architect can plan and draw potential ADA access solutions for Community and City review.*

   Response: The only known, available plans of the original building are attached. The plans include a site survey from 2014. The City will not provide another survey. Should the Proposer/Contractor require a supplemental site survey, the survey would need to be provided by the Proposer/Contractor.

10. *As the Scout House is on the City's register of historic buildings, we request the City work with us to determine how that affects the work as envisioned and what exceptions and allowances apply. For example: Would providing ADA access then require installation of fire sprinklers and/or Title 24 energy efficiency upgrades?*

    Response: All Building Codes shall be followed regardless of the extent of renovation work proposed on the historic building. Also, because it is a City-owned property and an establishment where public meetings will be taking place, there can be no exceptions to meeting ADA requirements. The renovated facility must be fully accessible.

    The necessity of fire sprinklers and/or Title 24 energy upgrades depends on the extent of the renovation and is regulated by the building codes.

11. *Hence, regarding possible approaches to repairs and upgrades, particularly the proposed solutions for handicapped/ADA access, we request pre-review by the City's staff, boards, and commissions before proceeding. Simply put, we wish to work with the City and Community to decide what this project will consist of - what is feasible, defensible, and acceptable - before we can responsibly respond to the RFP.*

    Response: If Proposers have specific questions regarding possible approaches to repairs and upgrades, City staff would be pleased to weigh in on those questions as a part of this RFP process. Additional questions will be acceptable until Friday, June 23, 2023 at 5:00 p.m. and must be sent to rharary@ci.carmel.ca.us.

    However, until the City has committed to a specific proposal and corresponding scope of work, it is premature to involve the City's boards and commissions. Staff anticipates some further refinement of the proposals received may be warraneted prior to finalizing the Operations & Maintenance Agreement and Site Lease.

12. *Given the above, we respectfully suggest the City put this RFP on the shelf as we conduct the necessary due diligence regarding both the current condition of the building and the scope and cost of upgrades. To be fair to interested parties these could be appended to the existing RFP and then re-open it.*

    Response: The deadline for submittal of the Proposal is extended by seven (7 weeks). The new deadline is Tuesday, July 11, 2023 at 5:00 p.m.

13. *As the Scout House is City property we request that any and all fees and charges for permits, inspections, special reports, consultants, appeals, etc. be waived for the project and that such permits and inspections by City Staff be expedited when necessary.*

Response: City staff will strive to expedite the issuance of permits and inspections where possible for this project. However, the City can provide no funding for the renovation, including the payment of fees and charges, for permits, inspections, special reports, consultants, appeals, and any other direct project expenses for the renovation of the Scout House unless the Contractor(s) performing work is either a volunteer or is paid prevailing wages for the work performed. The City has not budgeted any funds for this project.

However, certain City administrative permit fees may be waived provided the permit approvals do not require any direct cost to the City, such as for third party plan checking, historic consultant review, or inspection services.

14. *We request access to the facility to continue assessing the feasibility of the project and to meet with potential professionals, sub-contractors, users, consultants, etc. If requested we will advise City staff and maintain a log of such visits.*

Response: The City is willing to reopen the Scout House on no more than three more occasions prior to the extended Proposal submittal deadline. The Proposer must request specific dates (Monday through Friday only), times (8:00 am to 4:00 pm), at least one week in advance.

15. *Would the City be open to loaning funds to the project for long term improvements?*

Response: No.

16. *Will the City accept a 30-year lease with 10-year renewals.*

Response: The Term will be negotiated with the selected Contractor concurrently with preparation of the final Operations & Maintenance Agreement and Site Lease. The Term is subject to approval by the City Council.

17. *Please have the City Forester review the property and please remove the two trees that are currently leaning on the building.*

Response: The Forestry Division has been notified of this request.

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No.	Street	City	ZIP	Date of Inspection	Number of Pages
NONE	Mission & 8th NE Corner	Carmel	93923	05/02/2022	Attachment 5

Ailing House Pest Management, Inc.
P.O. Box 4977
Carmel CA 93921
(831) 624-8211
ailinghousepc@sbcglobal.net
Fax (831) 624-6554

Report # : 41916
Registration # : PR0516
Escrow # :
☐ CORRECTED REPORT

Ordered by:	Property Owner and/or Party of Interest:	Report sent to:
Waters, Cleve City of Carmel P.O. Box CC Carmel CA 93923 United States	Waters, Cleve City of Carmel P.O. Box CC Carmel CA 93923 United States	Waters, Cleve City of Carmel P.O. Box CC Carmel CA 93923 United States

COMPLETE REPORT ☒ LIMITED REPORT ☐ SUPPLEMENTAL REPORT ☐ REINSPECTION REPORT ☐

GENERAL DESCRIPTION:
ONE STORY RUSTIC FRAMED BUILDING WITH COMPOSITION SHINGLE ROOF.

Inspection Tag Posted:
SUBSTRUCTURE

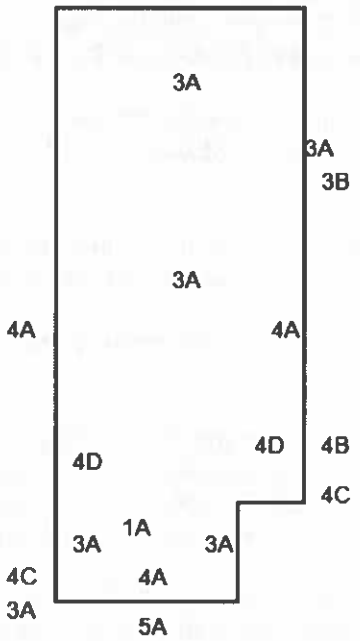
Other Tags Posted:
NONE

An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

Subterranean Termites ☒ Drywood Termites ☐ Fungus / Dryrot ☒ Other Findings ☒ Further Inspection ☒

If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.

Diagram Not To Scale



Inspected By: VINCENT CRIVELLO State License No. OPR11026 Signature:

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, California, 95815-3831.
NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov.

AILING HOUSE PEST MANAGEMENT, INC.

NONE	Mission & 8th NE Corner	Carmel	CA	93923
Address of Property Inspected		City	State	ZIP

05/02/2022	41916	
Date of Inspection	Corresponding Report No.	Escrow No.

WHAT IS A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT? READ THIS DOCUMENT. IT EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL INSPECTION AND A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT.

A Wood Destroying Pest & Organism Inspection Report contains findings as to the presence or absence of evidence of wood destroying pests and organisms in visible and accessible areas and contains recommendations for correcting any infestations or infections found. The contents of Wood Destroying Pest & Organism Inspection Reports are governed by the Structural Pest Control Act and regulations.

Some structures do not comply with building code requirements or may have structural, plumbing, electrical, mechanical, heating, air conditioning or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest & Organism Inspection Report does not contain information on such defects, if any, as they are not within the scope of the licenses of either this company, or it's employees.

The Structural Pest Control Act requires inspection of only those areas which are visible and accessible at the time of inspection. Some areas of the structure are not accessible to inspection, such as the interior of hollow walls, spaces between floors, areas concealed by carpeting, appliances, furniture or cabinets. Infestations or infections may be active in these areas without visible and accessible evidence. If you desire information about areas that were not inspected, a further inspection may be performed at an additional cost. Carpets, furniture or appliances are not moved and windows are not opened during a routine inspection.

The exterior Surface of the roof was not inspected. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractor's State License Board.

This company does not certify or guarantee against any leakage, such as (but not limited to) plumbing, appliances, walls, doors, windows, any type of seepage, roof or deck coverings. This company renders no guarantee, whatsoever, against any infection, infestation or any other adverse condition which may exist in such areas or may become visibly evident in such area after this date. Upon request, further inspection of these areas would be performed at an additional charge.

In the event damage or infestation described herein is later found to extend further than anticipated, our bid will not include such repairs. OWNER SHOULD BE AWARE OF THIS CLOSED BID WHEN CONTRACTING WITH OTHERS OR UNDERTAKING THE WORK HIMSELF/HERSELF.

If requested by the person ordering this report, a re-inspection of the structure will be performed. Such requests must be within four (4) months of the date of this inspection. Every re-inspection fee amount shall not exceed the original inspection fee.

Wall paper, stain, or interior painting are excluded from our contract. New wood exposed to the weather will be prime painted, only upon request at an additional expense.

This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each re-inspection. The re-inspection must be done within ten (10) working days of request. The re-inspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs.

"NOTICE: Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. You have a right to seek a second opinion from another company."

This Wood Destroying Pest & Organisms Report DOES NOT INCLUDE MOLD or any mold-like conditions. No reference will be made to mold or mold-like conditions. Mold is not a Wood Destroying Organism and is outside the scope of this report as defined by the Structural Pest Control Act. If you wish your property to be inspected for mold or mold like conditions, please contact the appropriate mold professional.

AILING HOUSE PEST MANAGEMENT, INC.

NONE	Mission & 8th NE Corner	Carmel	CA	93923
Address of Property Inspected		City	State	ZIP

05/02/2022	41916	
Date of Inspection	Corresponding Report No.	Escrow No.

MOLD DISCLAIMER:
There may be health related issues associated with the findings reflected in this report. We are not qualified to and do not render an opinion concerning any such health issues. The inspection reflected by this report was limited to the visible and accessible areas only. Questions concerning health related issues, which may be associated with the findings or recommendations reflected in this report, the presence of mold, the release of mold spores or concerning indoor air quality should be directed to a Certified Industrial Hygienist.

This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater that the original inspection fee for each re-inspection. The re-inspection must be done within ten (10) working days of request. The re-inspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs.

NOTICE: The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept the bid from Ailing House Pest Management Inc or you may contract directly with another registered company licensed to perform the work.

Ailing House Pest Management, Inc. will not be responsible for any act or omission in the performance of work that you directly contract with another to perform.

THIS IS A COMPLETE INSPECTION AS MENTIONED ON THE FIRST PAGE.

This is a separated report which is defined as Section I/Section II conditions evident on the date of the inspection. Section I contains items where there is visible evidence of active infestation, infection or conditions that have resulted in or from infestation of infection. Section II items are conditions deemed likely to lead to infestation or infection but where no visible evidence of such was found. Further inspection items are defined as recommendations to inspect
area(s) which during the original inspection did not allow the inspector access to complete the inspection and cannot be defined as Section I or Section II.

1. SUBTERRANEAN TERMITES:

1A - Section I
FINDING:
Evidence of Subterranean termites was found in the wooden framing members in the bathroom area.

RECOMMENDATION: Remove the cellulose debris and leave the soil raked clean. Chemically treat the sub area soil along all the concrete footings and piers with a registered chemical (PREMISE 75 OR I MAXX PRO). SOIL TREATMENT REQUIREMENTS: - A registered chemical will be used to chemically treat the soil in this structure. There may be a residual odor after the application. The odor will dissipate in a few hours. If any persons in the structure are asthmatics or allergenics, we request that they so notify this firm so that they can arrange to be absent from the premises. If so, we will not have the application made until such persons can make arrangements to be absent. If further information is desired, please contact this firm.

3. FUNGUS / DRYROT:

3A - Section I
FINDING:
The bathroom floor, trim, kitchen floor and siding are fungus damaged.

RECOMMENDATION:
Remove the damage and replace it with new materials and/or repair as found necessary. Chemically treat the adjacent wooden members with a registered chemical (TIM BOR) . If damage is found to extend into inaccessible and/or concealed areas, a supplemental report will be issued outlining the additional costs and repairs as found necessary.

3B - Section I

AILING HOUSE PEST MANAGEMENT, INC.

NONE	Mission & 8th NE Corner	Carmel	CA	93923
Address of Property Inspected		City	State	ZIP

05/02/2022	41916	
Date of Inspection	Corresponding Report No.	Escrow No.

FINDING:
Surface fungus was found on the wooden framing members under the porch.

RECOMMENDATION:
Scrape and chemically treat the surface fungus with a registered fungicide. (TIM-BOR)

4. OTHER FINDINGS:

4A - Section II
FINDING:
Stains on the bathroom floor, trim, kitchen floor, and the siding.

RECOMMENDATION:
Refer to an appropriate contractor for repairs as found necessary.

4B - Section II
FINDING:
The wooden deck is in direct contact with the soil.

RECOMMENDATION:
Eliminate the earth to wood contact as found necessary.

4C - Section II
FINDING:
Wood fences are attached to the structure and extend into the soil. This inspection includes only the portions at the point of contact with the structure. The remaining portions of the fences were not inspected and are not represented in this report.

RECOMMENDATION:
Separate all fences from contact with the structure.

4D - Section II
FINDING:
Efflorescence was noted on the concrete foundation in the substructure.

RECOMMENDATION:
Refer to an appropriate contractor for repairs as found necessary.

5. FURTHER INSPECTION:

5A - Further Inspection
FINDING:
Portions of the eaves are inaccessible for physical inspection due to height.

RECOMMENDATION:
Gain access as found necessary, inspect and report on the conditions found.

****

Thank you for selecting Ailing House Pest Management, Inc. to perform a structural pest control inspection on your property. Should you have any questions regarding this report, please call us directly by the contact information provided on the first page of the inspection report.

Our inspectors have determined that your property will benefit from a safe application of chemicals commonly used for structural pest control. In accordance with the laws and regulations of the State of California, we are required to provide you and your occupants with the following information prior to any application of chemicals to such property.

AILING HOUSE PEST MANAGEMENT, INC.

NONE	Mission & 8th NE Corner	Carmel	CA	93923
Address of Property Inspected		City	State	ZIP

05/02/2022	41916	
Date of Inspection	Corresponding Report No.	Escrow No.

Please take a few moments to read and become familiar with the content:

"State law requires that you be given the following information: CAUTION—PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized."
"If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center (800) 222-1222 and your pest control company immediately."
"For further information, contact any of the following: Ailing House Pest Management, Inc. (831) 624-8211 for Health Questions—the County Health Department (831) 755-4500; for Application Information—the County Agricultural Commissioner (831) 759-7325, and for Regulatory Information—the Structural Pest Control Board (916) 561-8708 located at 2005 Evergreen St., Ste 1500, Sacramento. CA 95815-3831"

The following chemical(s) may be used on your property as prescribed in the recommendations in the body of this report:

VIKANE (Sulfuryl Fluoride) EPA# 1015-78
CHLOROPICRIN
PREMISE FOAM (Imidacloprid) EPA# 432-1391
TERMIDOR (Fipronil) EPA# 7969-210
PREMISE75 WP (Imidacloprid) EPA# 432-1332
I MAXX PRO (Imidacloprid) EPA 432-1332-73748
TIM-BOR (Disodium Octaborate Tetrahydrate) EPA# 1624-39
DELTADUST (Deltamethrin) EPA# 432-772

Ailing House Pest Management, Inc.
P.O. Box 4977
Carmel CA 93921
(831) 624-8211
ailinghousepc@sbcglobal.net
Fax (831) 624-6554

Attachment 5

WORK AUTHORIZATION

Report #: 41916

No work will be performed until a signed copy of this agreement has been received.

Address of Property :	NONE Mission & 8th NE Corner
City:	Carmel
State/ZIP:	CA 93923

THE COMPANY AGREES

To guarantee all repair completed by this company for one year from date of completion except for caulking, grouting, or plumbing, which is guaranteed for a period of **ninety (90) days.** We assume no responsibility for work performed by others, to be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days, to use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any shrubs, plants, or roof.

THE OWNER OR OWNER'S AGENT AGREES

Payment for fumigations will be made at the time or before the service. A 50% deposit will be made on any other types of services at the time or before the service starts. The balance will be paid upon completion of the service. A service charge of one and one-half percent (1 1/2%) interest per month, or portion of any month, annual interest rate of eighteen percent (18%) on accounts that are authorized by Ailing House Pest Management, Inc. as a billable account that are not paid within 30 days of the completion of the service. The Owner grants to The Company a security interest in the property to secure payment sum for work and inspection fee completed. In case of non-payment by The owner, reasonable attorney fees and costs of collection shall be paid by owner, whether suit be filed or not.

ALL PARTIES AGREE

If any additional work is deemed necessary by the local building inspector, said work will not be performed without additional authorization from owner or owner's agent. This contract price does not include the charge of any Inspection Report fees. Circle the items you wish performed by Ailing House Pest Management, Inc., below and enter total amount where indicated below.

NOTICE TO OWNER

Under the California Mechanics Lien Law, any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

Please circle the items you wish performed by Ailing House Pest Management, Inc. below and enter total amount where indicated .

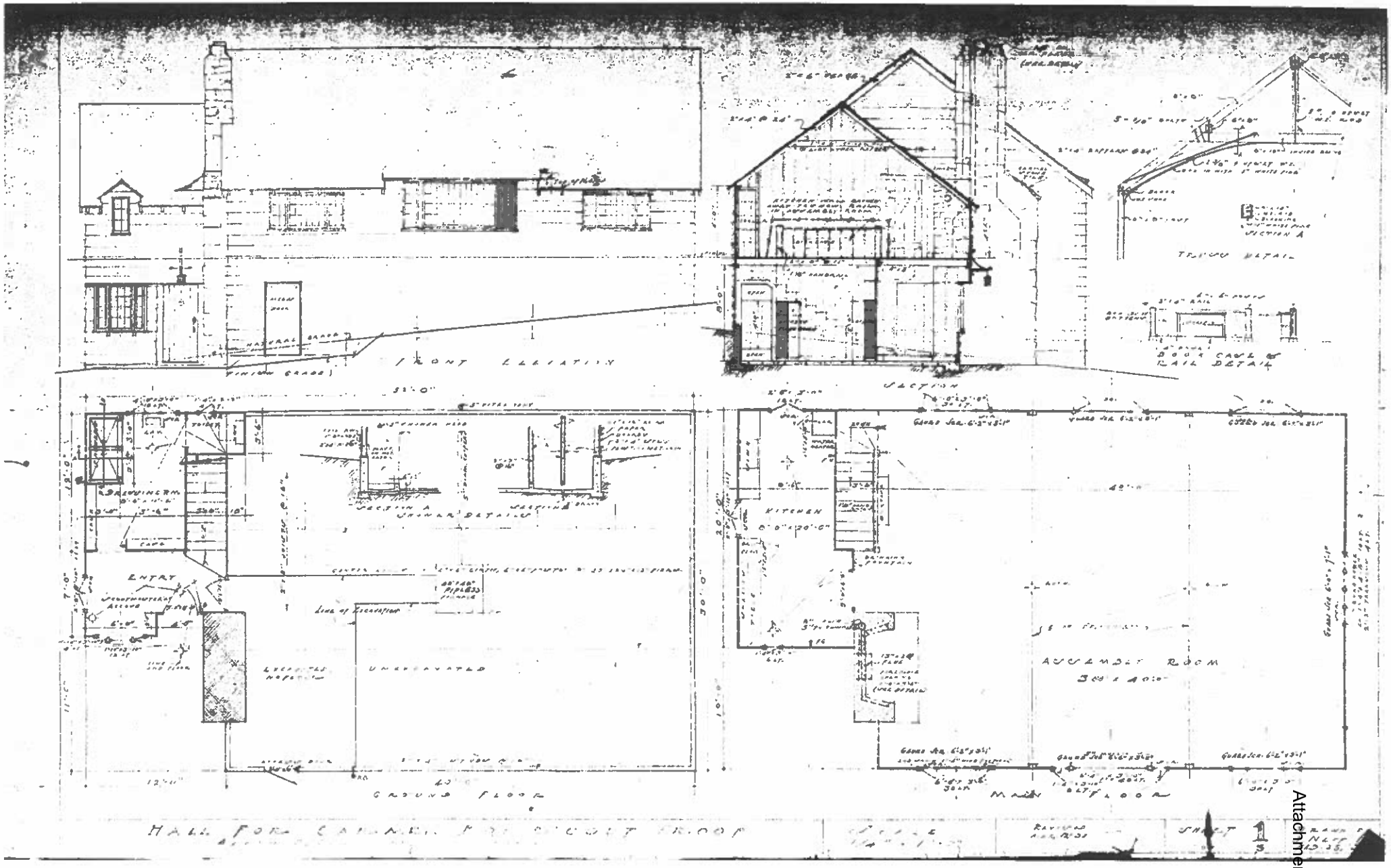
TOTAL AMOUNT : $_____

ITEMS

Prefix	Section I	Section II	Further Inspection	Other
1A	$ 600.00	0.00	0.00	0.00
3A	NO BID	0.00	0.00	0.00
3B	NO BID	0.00	0.00	0.00
4A	0.00	4A	0.00	0.00
4B	0.00	4C	0.00	0.00
4C	0.00	4C	0.00	0.00
4D	0.00	4D	0.00	0.00
5A	0.00	0.00	5A	0.00

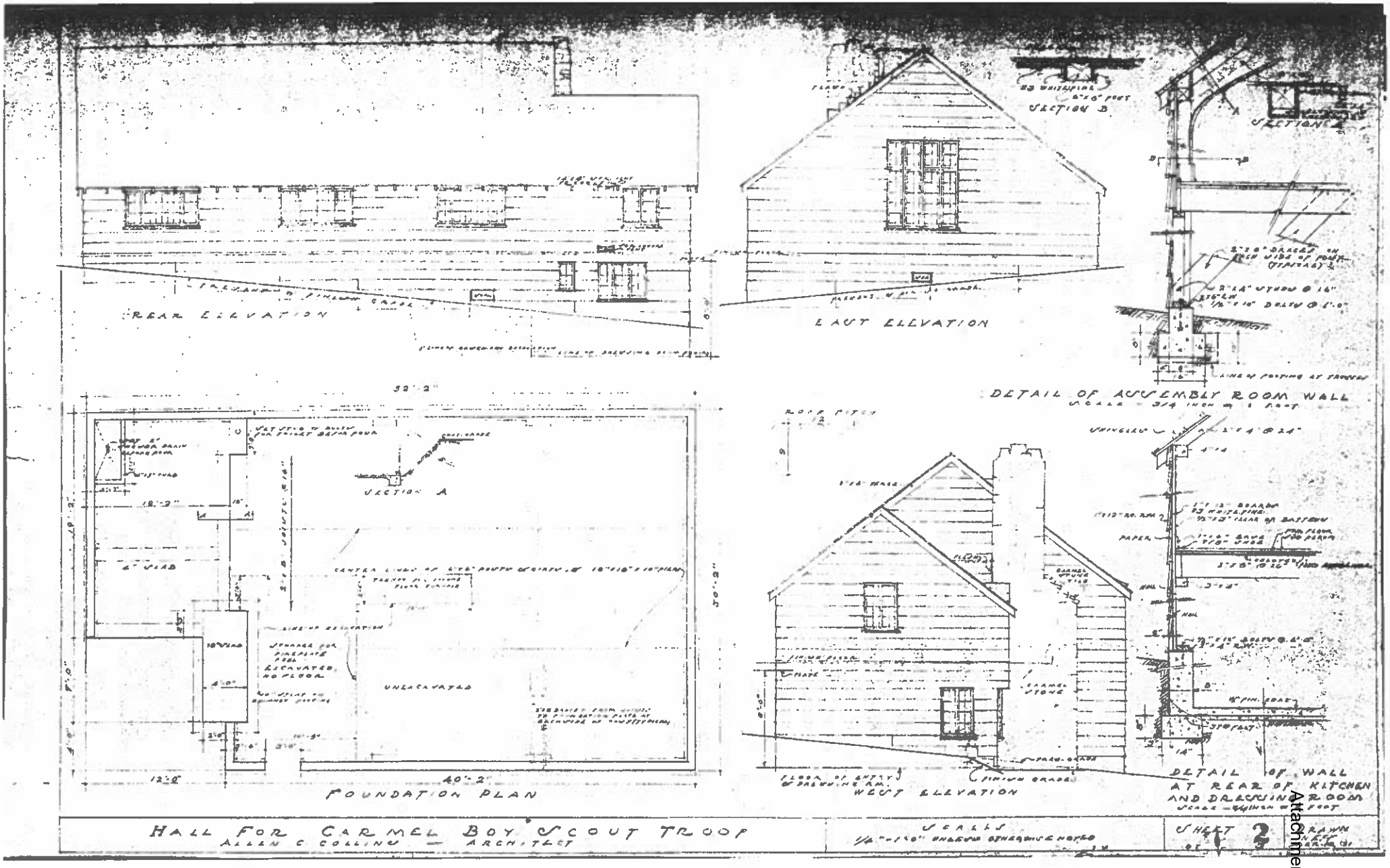
Property Owner: Date: Inspected By: Date:

Owner's Agent: Date:



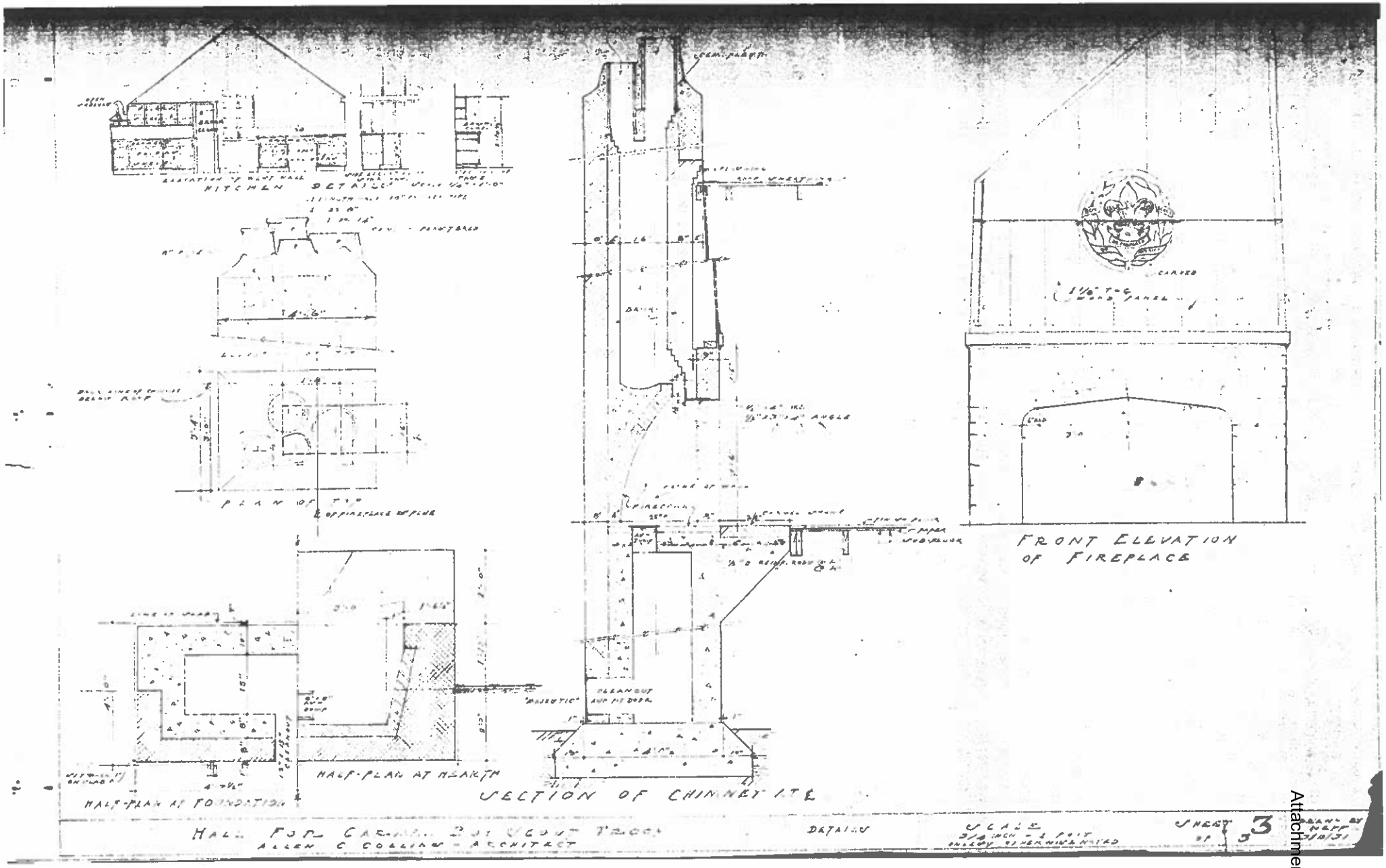
Attachment 5

Attachment 5



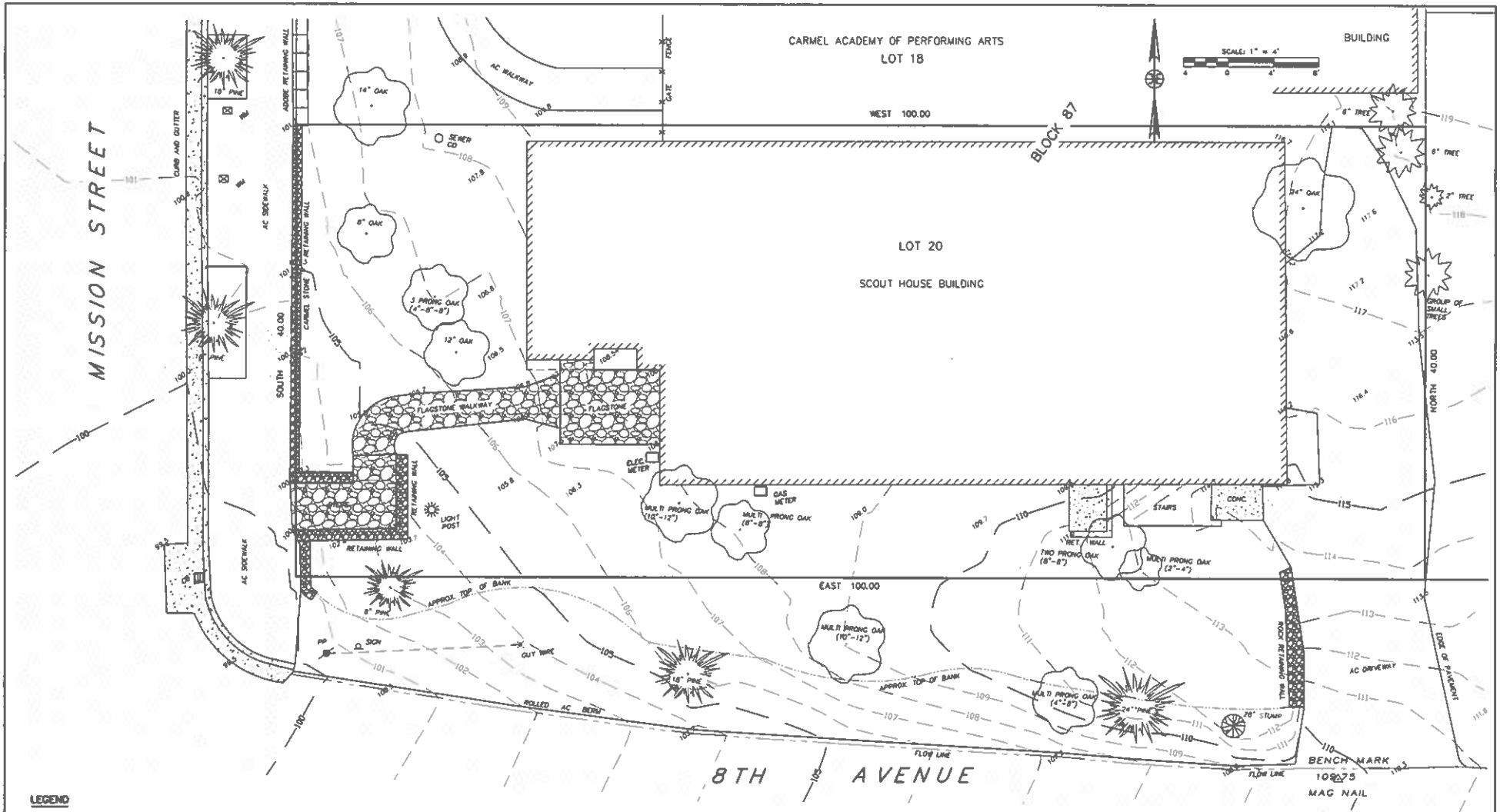
Attachment 5

Attachment 5



Attachment 5

Attachment 5



LEGEND

- SURVEY CONTROL POINT
- WATER METER
- SPOT ELEVATION
- TREE
- OAK TREE
- PINE TREE
- ASPHALT CONCRETE SURFACE
- PCC CONCRETE SURFACE
- UTILITY POLE
- GUY WIRE
- SEWER CLEAN OUT
- CATCH BASIN

NOTES

(1) ELEVATIONS SHOWN ARE BASED ON AN ASSUMED DATUM. TEMPORARY BENCHMARK IS A MAG NAIL ON AC DRIVEWAY TO LOT 20 ALONG 8TH AVENUE -ELEV. 108.75

(2) UNDERGROUND UTILITIES WERE NOT LOCATED. INFORMATION REGARDING UNDERGROUND UTILITY LOCATIONS SHOULD BE OBTAINED FROM THE APPROPRIATE UTILITY COMPANIES.

(3) THIS MAP PORTRAYS THE SITE AT THE TIME OF THE SURVEY AND DOES NOT SHOW SOILS OR GEOLOGY INFORMATION, UNDERGROUND CONDITIONS, EASEMENTS, ZONING OR REGULATORY INFORMATION, OR ANY OTHER ITEMS NOT SPECIFICALLY REQUESTED BY THE PROPERTY OWNER.

(4) TREE SYMBOLS ARE NOT DRAWN TO SCALE. DOT IN CENTER REPRESENTS APPROXIMATE CENTER OF TRUNK OR GROUP OF TRUNKS.

(5) THE DECIMAL PLACE INDICATES THE HORIZONTAL POSITION OF THE SPOT ELEVATION SHOWN.

(6) PROPERTY BOUNDARY SHOWN IS APPROXIMATE.

NEILL ENGINEERS CORP. CARMEL, CALIFORNIA

TOPOGRAPHIC MAP

CARMEL SCOUT HOUSE

LOT 20, BLOCK 87

ADDITION NO. 5

CARMEL-BY-THE-SEA, CALIFORNIA

W.O. 8370
JUNE 2014
SCALE: 1"=4'

Registered Civil Engineer No. 29411 Date

Attachment 5

Attachment 5

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

June 6, 2023
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 2023-063, authorizing the City Administrator to execute a Professional Service Agreement with Hammond+Playle Architects, LLP (Indigo), for preparation of a functional program report, conceptual drawings, and cost estimates for a not-to-exceed fee, including contingency, of $300,000 for the Police Building Project

RECOMMENDATION:

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

This recommendation implements the Council-appointed Ad Hoc Committee recommendations that were approved by the City Council at the February 7, 2023 meeting.

BACKGROUND/SUMMARY:

In February 2023, the City Council directed staff to advertise a Request for Proposal (RFP) for an architectural firm with a strong background in the design of Police Station remodels. The City received four (4) proposals. The proposals were independently reviewed and ranked by a selection committee that consisted of the Public Works Director, Community Planning & Building Director, Acting Police Chief, and the 4Leaf contract Project Manager. The evaluation resulted in the following rankings:

Rank	Firm
1	Hammond+Playle Architects, LLP (Indigo)
2	LPA, Inc.
3	COAR Design Group
4	Marjang Architecture

Indigo has completed the design of several police station remodels in Dublin, Fairfield, Yuba City, and Stockton, as well as new facilities in Woodland and Vacaville. They have assembled a team of technical subconsultants to include Studio Schicketanz, a Carmel architectural firm for exterior design, Miyamoto

International for structural engineering, Peters Engineering for electrical and mechanical engineering, Ifland Engineers for civil engineering, and Guidepost Solutions for security design. Additional specialty firms that may be needed include FACS, Inc. for hazardous materials testing and BAE for economics and grant research.

Staff met with Indigo several times to refine their proposed scope of work and negotiate their fees and schedule for performance. The resultant Professional Services Agreement is provided in Attachment #2. The Project Team also met with the Ad Hoc Committee to review the selection process, and the proposed scope of work, fees, and schedule included in the Agreement.

The proposed functional program report will assist the City Council in further decision making on the best way forward for the project.

Functional Program Report:

Indigo's work will be structured to first define the most essential maintenance and improvements that are necessary to bring the Public Safety/Public Works building into a safe condition required for any occupancy/use. An example of essential maintenance would include evaluating the roof structure and preparing a cost estimate to replace the roof membrane so the building does not continue to leak and expose structural members to long term moisture. Building security and lighting may also be recommended.

The second level of work will be to define those improvements that should be made in the Police Department to meet minimum POST and IACP standards. Examples include a separate ventilation system in the evidence storage room and an appropriately-designed interview room.

The third component will be to identify improvements necessary to meet Building Codes that are required, such as Americans with Disabilities Act upgrades or installation of a building-wide fire suppression system, as well as code upgrades that may be desirable, such as seismic strengthening, for longer term occupancy of the building.

The fourth component will be to define those improvements that should be made to provide the Police Department with a professional work environment that is responsive to modern Police operational needs. For example, a quality working environment for sworn and non-sworn staff would provide the public with an appropriate public safety training (CERT), meeting room, proper locker rooms, and minimal Emergency Operation Center (EOC) facilities.

Because of the high level of interrelatedness between the Police and Public Works portions of the building, and the common utility systems and certain structural components, some work will be required in the Public Works portion of the building. An example would be to replace the antiquated boiler.

Other work on the Public Works side of the building may be required to ensure a safe working environment for those employees, such as repairs to near-failing roll-up doors. Indigo will also identify any added work in the Public Works environment that rationally should be done in concert with the required construction work in the Police areas for efficiency and cost-effectiveness. Note that some failing electrical components were so deteriorated that they have already been replaced on an emergency basis.

In addition, there is a high probability that the renovation work required in the Police segment of the building will necessitate vacating a portion or the whole Police wing. Indigo will provide an initial plan and cost estimate for this "swing space" development.

Scope of Services:

Indigo will perform the following tasks and services in which will be compiled into the functional program report:

- Progress Meetings with the Project Team
- Interviews with key Police and Public Works staff
- Building condition assessment and documentation of existing conditions including architectural, electrical, mechanical, civil, accessibility, security, telecom, and related issues
- Structural evaluation for meeting essential facility requirements, including consideration for constructing a second floor on plaza over the garage
- Identification of essential maintenance and safety repairs
- Identification of Police functional improvements
- Identification of required Code improvements
- Identification of professional work environment improvements
- Budget level cost estimates and a useful project life estimate for each segment of the work
- Develop schematic designs for building renovations
- Develop a budget level estimate for a new Police building for an order of magnitude comparison. The estimate will not include costs for site acquisition or site development.
- Provide a draft functional program report for City review and comment
- Present findings to City Commission(s) and Council
- Provide final report

Fee and Schedule:

The negotiated not-to-exceed base fee of $252,800 is reasonable considering the wide range of technical experts involved in the project and the heavily-deteriorated condition of the building.

During the investigative process, Indigo or the Project Team may discover additional building needs that have not been highlighted in the above discussion. Therefore, a contingency of $47,200 (18.6%) is also recommended so that the project can proceed expeditiously if such unanticipated, but potential, supplemental services are warranted. The total not-to-exceed fee for this Agreement is $300,000.

Development of the functional report, conceptual drawings, and cost estimates will be compiled into a comprehensive draft report. Once the report is prepared, the consultant and staff will present the findings and recommendations to the Planning Commission, Ad Hoc Committee, and City Council. These presentations are scheduled in the December 2023 – January 2024 timeframe. Based on feedback received, the consultant with complete and submit the Final Report.

Upon the completion of this Phase 1 investigation and report, staff will return to the City Council with a set of Phase 2 project options and recommendations. After receiving City Council guidance, staff will negotiate with Indigo, or potentially another firm, to develop detailed design, bidding, and construction documents necessary to implement the City Council policy direction.

FISCAL IMPACT:

This project is a component of the Police Renovation Project previously authorized and appropriated by the City Council as part of the Capital Improvement Program (CIP).

Council appropriated $2.0 million for this project in Fiscal Year 2021/22, plus an additional $1.3 million in Fiscal Year 2022/23, for a total of $3.3 million. A very small percentage of these funds has been expended to date for electrical safety repairs, roof repairs, and for contracted project management services. As noted

at the April 5, 2023 CIP Workshop and May 2nd CIP review, the remaining balance of these funds will be rolled over into Fiscal Year 2023/24.

Sufficient funds to award this Professional Services Agreement to Indigo are available in capital fund account #301-311-00-43008.

PRIOR CITY COUNCIL ACTION:

As described above, this project has gone through many revisions over the years. Currently it is an approved and financed project in the CIP and is considered one of the City Council's highest priorities.

ATTACHMENTS:

Attachment 1) Resolution 2023-063
Attachment 2) Professional Services Agreement with Hammond+Playle Architects

CITY OF CARMEL-BY-THE-SEA CITY COUNCIL

RESOLUTION NO. 2023-0##

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HAMMOND+PLAYLE ARCHITECTS, LLP (INDIGO) FOR PREPARATION OF A FUNCTIONAL PROGRAM REPORT, CONCEPTUAL DRAWINGS, AND COST ESTIMATES FOR A NOT-TO-EXCEED FEE, INCLUDING CONTINGENCY, OF $300,000 FOR THE POLICE BUILDING PROJECT

WHEREAS, the Police/Public Works building was constructed in 1967; and

WHEREAS, this facility now requires essential maintenance repairs, building code upgrades, and modernization to accommodate current and future police functionality; and

WHEREAS, in February 2023, Council directed staff to issue a Request for Proposal to retain an architectural firm with a strong background in police station remodels to prepare a detailed functional program report and other services for the building; and

WHEREAS, four proposals were received and independently ranked by a selection committee, and it was determined that Hammond+Playle Architects (Indigo) was the best qualified firm for this project; and

WHEREAS, the scope of services, fees, and schedule were extensively negotiated with Indigo, and it was agreed upon to complete the functional program report, conceptual drawings, and cost estimates within approximately eight months for a base fee of $252,800; and

WHEREAS, a contingency of $47,200 is recommended so that the project can proceed expeditiously if unanticipated, but potential, supplemental services are warranted; and

WHEREAS, Council appropriated $2.0 million for this project in Fiscal Year 2021/22, plus an additional $1.3 million in Fiscal Year 2022/23, sufficient to award this Professional Services Agreement.

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

Authorize the City Administrator to execute a Professional Services Agreement with Hammond+Playle Architect, LLP (Indigo) to prepare a functional program report, conceptual drawings, and cost estimates for a not-to-exceed fee, including contingency, of $300,000 for the Police Building Project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 6th day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

Attachment 2

PROFESSIONAL SERVICES AGREEMENT
for Facility Condition Evaluation and Architectural and Engineering Services for the Police Department/Public Works Building Project
Agreement #PWD-IND-23-24

THIS AGREEMENT is executed this ___ day of June, 2023, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and Indigo/Hammond+Playle Architects, LLP, (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: Preparation of a functional program report, concept drawings, and budget level cost estimates for repairs and improvements to the Carmel Police Building. The Scope of Services is attached hereto as Exhibit "A." The Scope of Services under this Agreement should include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto. Consultant agrees to all of the following:

i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.

ii. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B," Key Personnel, Compensation, and Fee Schedule which is made a part of this Agreement.

iii. Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.

iv. Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.

v. Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

vi. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.

vii. The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

B. **Change Orders**.

i. Agreements and Change Orders exceeding $24,999 require City Council approval to be valid.

ii. The City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by the City Council and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.

iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.

iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Administrator with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

C. **Familiarity with Services and Site.**

i. By executing this Agreement, Consultant represents that Consultant:

a. has thoroughly investigated and considered the Scope of Services to be performed;
b. has carefully considered how the services should be performed;
c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and

d. possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.

ii. If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

2. COMPENSATION

A. **Total Fee**. Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Key Personnel, Compensation, and Fee Schedule (Exhibit "B"), for a fee of Two Hundred Fifty-Two Thousand Eight Hundred Dollars ($252,800). Supplemental Services, with a budget of Forty-Seven Thousand Two Hundred Dollars ($47,200) may be completed with prior written authorization by the City. The total compensation of Three Hundred Thousand Dollars ($300,000) is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.

B. **Invoicing**. Consultant must submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:

i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;

ii. Invoice number and date;

iii. A brief description of services performed for each project phase and/or task;

iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;

v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;

vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;

vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;

viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;

ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;

x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;

xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;

xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.

xiii. Copies of subconsultant and vendor lien releases.

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

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

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

The City is not obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and is responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

C. **Adjustment of Maximum Authorized Expenditure**. The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance

with Section 1.B "Change Orders" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant will advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City is not obligated to make any payment of additional compensation to Consultant.

D. **Hourly Rates**. Payment for all authorized services, including payment for authorized on-call, as-needed services, will be made by the City to Consultant in accordance with the various hourly rates as set forth in the Consultant's Key Personnel, Compensation & Fee Schedule (Exhibit "B").

E. **Subconsultants and Vendors**. Invoices for subconsultants and vendors of services or goods will be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Compensation & Fee Schedule (Exhibit "B"). All reimbursable expenses will be considered as included within the Maximum Authorized Expenditure. Consultant is solely responsible for payment to subconsultants and vendors of services or goods, and the City is not responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

F. **Audit and Examination of Accounts**:

i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.

ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.

iii. Consultant must disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.

iv. Consultant must include the requirements of Section 2F, "Audit and Examination of Accounts," in all contracts with assignees or subconsultants under this Agreement.

v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of the Services. All records, which pertain to actual disputes, litigation, appeals or claims, must be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

AGREEMENT TERM

G. **Term**. The work under this Agreement will commence by June 15, 2023 and must be completed by June 30, 2025 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)," in a timely manner or in accordance with the agreed upon Change Order Project Schedule.

H. **Timely Work**. Consultant will perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term," and Section 3.C, "Project Schedule," of this Agreement. Failure to perform is deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

I. **Project Schedule**. Services must be completed by Consultant in accordance with the Project Schedule set forth in Exhibit "C." The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant will provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant must promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.

J. **Notice to Proceed**. Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City will issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

3. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

A. **Listed Employees and Subconsultants.** Consultant will perform the Services using the individuals listed in the Key Employees and Subconsultants List.attached hereto in Exhibit "B."

B. **Substitution of Employees or Subconsultants:**

i. Consultant may not substitute any key employee or subconsultant listed in Exhibit "B" without the prior written approval of the City, and such approval will not be unreasonably withheld. The City will not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.

ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant may, upon written request from the City, replace such employee or subconsultant. Consultant must, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.

iii. Whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.

C. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.

D. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

E. **Independent Contractor**:

i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City may not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, employees and subconsultants.

ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant will be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. Consultant will defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

4. REPRESENTATIVES AND COMMUNICATIONS

A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name:	Robert M. Harary, P.E.
Title:	Director of Public Works
Address:	P.O. Box CC, Carmel-by-the-Sea, CA 93921
Telephone:	831-620-2021
Email:	rharary@ci.carmel.ca.us

B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name:	Jonathan Hammond
Title:	Principal & Partner
Company:	Indigo/Hammond + Playle Architects, LLP
Address:	909 Fifth Street, Davis CA 95616
Telephone:	(530) 750-0756
Email:	jhammond@indigoarch.com

C. **Meet and Confer**. Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as may be required by the City to insure timely and adequate performance of this Agreement.

D. **Communications and Notices**. All communications between the City and Consultant regarding this Agreement, including performance of Services, will be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and will be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

5. **INDEMNIFICATION**

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

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

6. **INSURANCE**

Consultant must submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant must maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

B. Professional Liability Insurance with limits of not less than $1,000,000 per occurrence or claim and $2,000,000 in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on an occurrence basis or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.

C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than $1,000,000 per occurrence.

D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant must maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of $1,000,000 per occurrence.

E. Other Insurance Requirements:

i. All insurance required under this Agreement must be written by an insurance company either:

a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

ii. Each insurance policy required by this Agreement may not be canceled, except with prior written notice to the City.

iii. All liability and auto policies must:

a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City is excess to the Consultant's insurance and will not contribute with it.

c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.

d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.

iv. Prior to the start of work under this Agreement, Consultant will file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant will file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the

Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.

vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.

vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

viii. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.

ix. If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.

x. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.

xi. Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.

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

7. PERFORMANCE STANDARDS

A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.

B. Consultant, its agents, employees, and subconsultants must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.

C. Consultant must furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant may not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee will evaluate the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

8. CITY INFORMATION AND RESOURCES

A. **Available Information.** The City will make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant may rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.

B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant will not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event will such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor will Consultant be entitled to extra compensation for same. Consultant's sole remedy shall be an extension of time to complete the Scope of Services.

C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City will derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services will be and remain with Consultant.

9. OWNERSHIP AND USE OF MATERIALS

A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and will remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.

B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, will be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.

C. **Delivery and Use of the Materials.** All Materials will be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant must forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

D. **Survival of Ownership and Use Provisions.** The provisions contained in Section 10, Ownership and Use of Materials survives the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.

E. **Additional Copies**. If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant must provide such additional copies, and the City will compensate Consultant for the actual costs related to the production of such copies by Consultant.

10. CONFIDENTIALITY

A. **No Disclosure.** Consultant must keep confidential and may not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant may not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant must promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will survive the expiration or earlier termination of this Agreement.

B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA," and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges

that it may have access to personal information as defined under the PRA, and Consultant will not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received will be public records, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret," "Confidential," or "Proprietary." If disclosure is required under the PRA or otherwise by law, the City will not be liable or responsible for the disclosure of any such records and the Consultant will indemnify, defend, and hold the City harmless for any such disclosure.

11. CONFLICT OF INTEREST

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

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;

B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;

C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;

D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;

E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

12. DISPUTE RESOLUTION

A. **Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.

B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will be promptly referred to the City Administrator or designee, and the Consultant's Principal, who will meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.

C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation may not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) will be borne equally by the parties, and each party will bear its own costs of participating in mediation. The mediation will take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 will be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute will be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator will have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A "Prevailing Party" will be determined in the Arbitration, and the prevailing party will be entitled to reasonable attorney's fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs will include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees will be considered costs recoverable in that proceeding, and be included in any award.

13. TERMINATION OF AGREEMENT

A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:

i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;

ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;

iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;

iv. Fails to observe or comply with the City's reasonable instructions;

v. Breaches the Conflict of Interest provisions of this Agreement; or

vi. Otherwise violates any provision of this Agreement.

B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant.

C. **Steps after Termination:**

i. Upon termination of this Agreement by the City for any reason, the City will pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.

ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant must:

a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and

b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.

iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

14. LEGAL ACTION / VENUE

A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.

B. Venue for any such action relating to this Agreement will be in Monterey County.

C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party may recover reasonable attorneys' fees as may be determined by the Arbitrator, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

15. MISCELLANEOUS PROVISIONS

A. **Non-discrimination**. During the performance of this Agreement, Consultant, and its subconsultants, may not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.

B. **Acceptance of Services Not a Release**. Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.

C. **Force Majeure**. Either party is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

D. **Headings**. The headings do not govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.

E. **Entire Agreement**. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services." Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and will prevail over any other provision of this Agreement in the event of inconsistency between them.

F. **Conflict between Agreement and Exhibits**. In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement will take precedence.

G. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will constitute one and the same Agreement.

H. **Multiple Copies of Agreement**. Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that governs should any difference exist among counterparts of this Agreement.

I. **Authority**. Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

J. **Severability**. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Limitations of liability and indemnities will survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

K. **Non-exclusive Agreement**. This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.

L. **Assignment of Interest**. The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

M. **City Business License**. Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.

N. **Laws**. Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement hereto on the day and year first above written in Carmel-by-the-Sea, California.

CITY OF CARMEL-BY-THE-SEA

_____
City Administrator

_____
Chip Rerig Date

CONSULTANT

_____
Consultant Signature

_____
Printed Name Date

_____
Title

_____
Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____ Date: _____
Brian Pierik, Esq., City Attorney

ATTEST:

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

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

EXHIBIT A

Scope of Work, for Carmel Police and Public Works Facilities Study

Indigo Hammond + Playle Architects, LLP May 8, 2023

Existing Police Building and Garage:

1. The existing 1966 Police Building is 3 stories with a total conditioned floor area of 10,800 SF. The Police Department is primarily located on the 3,500 square foot Upper Level, including the main entry and lobby along with most departmental spaces. The 3,700 square foot Middle Level is mostly occupied by the Police shooting range and storage. The 3,600 square foot Lower Level is devoted to Public Works use.
2. A 12,150 square foot unconditioned Garage is connected to the Lower Level of the Police Building. Both the Police Building and the Garage were designed and built as one building in 1966. The roof of the garage forms the entry plaza to the Police Building's Upper Level. This plaza roof is known to leak. The Garage structure may have been designed to support a future second level, which would replace the existing plaza. The Garage features a west roll-up door onto Junipero Street, and two east roll-up doors opening onto the City's Corporation Yard.
3. There are Public Works administrative offices located in a rectangular 350 square foot mezzanine Annex of the Garage on the west side, also part of the original construction. These offices connect to a foyer, which appears to have been added later, with a main entry door opening to a path sloping up to the public sidewalk. There is also an interior door from these offices, leading into the Garage itself.
4. Total area of the Police Building, Garage, and Public Works Annex is 23,300 SF. Police, in effect, are occupying 7,200 square feet. Public Works occupies 3,950 square feet, and the shared Garage takes up the remaining 12,150 square feet.

PHASE I:

Phase I will accomplish four things:

- Task I: Will assess the existing Police building's condition and define deficiencies and needed repairs. Information from a previous assessment report will be used to access the garage building. Included will be a budget level estimate of the cost of the repairs.
- Task II: Will define the programmatic and spatial needs of the Police Department, coordinating with as-supplied programmatic and spatial needs of Public Works Department. Included will be a budget level estimate for the programmatic requirement.

- Task III: Prepare Conceptual plans for a Remodel Option and a New Building Option. Included will be a budget level cost estimate for each.
- Task IV: Action Plans and accompanying Budget Level Estimates and Schedules will be described in the Final Report to assist decision makers with deciding on the best path forward.

Work Plan and Scope

Task I Assessment

1. Prepare simplified CAD Architectural Model based on existing plans.
2. Hold Kick-Off meeting with Indigo and City Staff including Police and Public Works Senior Staff. (On Site Meeting 1)
3. A&E team will tour Police Building, Plaza, and Garage to access physical conditions, and deficiencies. (On Site Meeting 2)
4. Prepare Initial Interim Assessment Report on building condition, including:
    a. Code issues;
    b. Accessibility issues;
    c. Structural issues, including essential services ASCE Tier 1 checklist for seismic, consultant will rely of previously completed checklist for garage building;
    d. Structural evaluation of capability of existing garage to support a second story of interior space;
    e. Electrical system;
    f. HVAC system;
    g. Plumbing;
    h. Hazardous materials issues based on City's previous hazmat evaluation;
    i. Building envelope deficiencies including signs of roof, wall, windows, air and water leakage and insulation deficiencies;
    j. Interior finishes;
    k. Security issues;
    l. Telecom infrastructure;
    m. Site /Civil above grade features and site utilities based on as-built plans;
    n. No observations will be conducted that require destruction.
5. Meeting to discuss Interim Assessment (Meeting 3)

Task II Programming

1. Indigo to meet with Police Senior Staff to discuss departmental programmatic needs present and future. (Meeting 4)
2. Architectural team to meet with Public Works Director to receive and discuss internally generated programmatic needs present and future. (Meeting 5)

3. Prepare Program of required spaces and functional needs for Police Department.
4. Prepare Space Standards for each item listed in Police Program.
5. Prepare Functional Adjacency Diagram for Police Department.
6. Discuss and approve Program, Standards, and Adjacencies with staff. (Meeting 6)

Task III Design

1. Prepare early Budget Level Estimate of likely options, circulate to Senior Staff to facilitate decision making related to the best options to explore.
2. Discuss 1 above in order to approve the 2 best options for further study and preparation of Conceptual Designs for each. (Meeting 7)
3. Prepare Conceptual Design Options and Budget Level Estimate for the existing building addressing the deficiencies and space standards listed above to the greatest extent possible within the existing building.
4. Prepare prototype design for a new Police/Public Works Complex including Budget Level Estimate.
5. Meet with Staff to discuss new facility design and budget. (Meeting 8)
6. If needed Prepare Cost Estimate for swing space needed during remodel construction.

Task IV Final Report

1. Prepare Draft Report and circulate for staff comment.
2. Prepare final report.
3. Attend two public meetings to assist staff with presenting report, supporting plans and cost estimates. (On Site Meetings 9 and 10)

PHASE II (NIC)

Since it is unknown at this time what options the City Council will wish to pursue this proposal assumes that both the remodel/re-use option for the existing police building, and the development of a new Police/Public works complex will take place.

1. Update program for reuse or remodel of existing Police building including schedule and budget level cost estimate.
2. Update program for new Police / Public Works complex including schedule and budget level cost estimates.
3. Prepare schematic design.
4. Prepare construction documents for both options.
5. Proceed with Bidding and Construction.

Attachment 2

FEE SCHEDULE - CARMEL-BY THE SEA

EXHIBIT B

INDIGO | HAMMOND + PLAYLE ARCHITECTS, LLP. 05/08/2023

FEE ESTIMATE												
	ARCHITECT INDIGO	ARCHITECT STUDIO SCHICKETANZ	MEP PETERS	STRUCTURAL MIYAMOTO	SECURITY GUIDEPOST	TELECOM INFRASTRUCTURE GUIDEPOST	AUDIO VISUAL GUIDEPOST	FIRE ALARM GUIDEPOST	HAZARDOUS FACS	ECONOMICS BAE	CIVIL & SURVEY IFLAND ENGINEERS	TOTAL
PHASE I												
TASK 1 - ASSESSMENT	$43,000	$0	$18,000	$30,000	$7,250	$7,250	$0	$0	$0	$0	$9,200	**$114,700**
TASK 2 - PROGRAMMING	$27,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$27,000**
TASK 3 - DESIGN	$55,000	$7,000	$4,000	$3,000	$1,000	$1,000	$0	$0	$0	$0	$0	**$71,000**
TASK 4 - REPORT	$24,000	$6,200	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$30,200**
MEETING EXPENSES	$5,000	$200	$1,500	$1,000	$1,000	$1,000	$0	$0	$0	$0	$200	**$9,900**
PHASE II	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
TOTAL	**$154,000**	**$13,400**	**$23,500**	**$34,000**	**$9,250**	**$9,250**	**$0**	**$0**	**$0**	**$0**	**$9,400**	**$252,800**

NOTES:

1. FEES ON A T&M NOT TO EXCEED BASIS. FEE AMOUNTS FOR EACH TASK MAY VARY AND ANY UNSPENT FEE OR FEE OVERAGE WILL BE CARRIED FORWARD FOR EACH TASK UNTIL THE TOTAL COST NTE CAP IS REACHED OR INCREASED AS AGREED TO IN WRITNG.

2. BAE's ECONOMIC ANALYSIS, OPTIONAL SERVICE NOT TO EXCEED $24,000.

3. GUIDEPOST AUDIO VISUAL, OPTIONAL SERVICE NOT TO EXCEED $9,000.

4. GUIDEPOST FIRE ALARM, OPTIONAL SERVICE NOT TO EXCEED $9,000.

5. FACS HAZARDOUS MATERIALS, OPTIONAL SERVICE NOT TO EXCEED $8,000.

6. IFLAND ENGINEERS' SURVEY, OPTIONAL SERVICE NOT TO EXCEED $16,700

Attachment 2

Attachment 2

EXHIBIT B
2023 Fee Schedule
Indigo Hammond + Playle Architects, LLP

	$280
Principal Architect	$235
Architect	$205
Senior Designer	$168
Designer/ Drafter- Level 2	$148
Designer/ Drafter- Level 1	$120
Clerical	

Overtime rate 1.5 times hourly rates above.

Consultants and reimbursable expenses are at 1.15 x cost.

Mileage at $0.655 per mile.

Rates subject to change from time-to-time.

Attachment 2

BAE URBAN ECONOMICS
SCHEDULE OF HOURLY FEES
2023

BAE contracts either on a fixed fee or time and material not to exceed basis. Contracts based on time and materials are subject to hourly fees for BAE professional staff.

Our hourly rates for calendar year 2023 are as follows:

Principal	$300-$330/hour
Associate Principal	$285/hour
Director	$275/hour
Vice President	$270/hour
Senior Associate	$210/hour
Associate	$170/hour
Sr. Analyst	$130/hour
Analyst	$115/hour

Miscellaneous expenses such as data purchase, travel, document production, and conference calls are passed through to the client with no markup. Subconsultant contracts are subject to a charge of up to five percent for BAE's administrative costs. These rates are subject to revision on or after January 1, 2024.

IFLAND ENGINEERS

Attachment 2

Exhibit B

YEAR 2023 STANDARD HOURLY RATES

OFFICE SERVICES

Principal Engineer	$ 250.00
Senior Engineer	225.00
Project Engineer	180.00
Staff Engineer	150.00
Assistant Engineer	130.00
Junior Engineer / CADD Technician III	115.00
CADD Technician I	100.00
Clerical Assistant	80.00

EXTRAORDINARY SERVICES

Court Appearances, court preparation, depositions, and expert witness opinions	$375.00/hr.
Mileage	$0.58/mile
Per Diem	$100.00

Notes: Consultation meetings will be billed at the hourly rates indicated. Field services are billed portal-to-portal with a 2-hour minimum charge. Hourly rates shown are for ordinary engineering services and include all payroll, office overhead, taxes, supplies, and insurance. Higher rates are applicable for extra-ordinary services such as special certifications and projects which require increased limits for professional liability insurance, etc. Invoices will be prepared at semi-monthly intervals and are payable upon presentation. Invoices 30 days past due will be assessed a service charge of 1.5% per month.

DIRECT PROJECT EXPENSES

Blackline Prints
$5.00 per sheet (Bond)
$15.00 per sheet (Mylar)

FAX Charges
$ 1.00 per page

Standard Overnight Mail
Cost + 15% markup
(Priority Service subject to additional charge)

Digital Plan Files ..... hourly*

Mileage ..... $ 0.58/mile

**Customization of CAD files including file format and other modifications for use by others shall be billed per hourly rates.*

Note: In the event consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining compensation.

Guidepost Solutions LLC
2121 N California Blvd
Suite 800
Walnut Creek, CA 94596
T: 510.268.8373
F: 510.268.1531

Guidepost Solutions LLC Hourly Rates for 2023*

Design Services	
Principal/Project Lead	$225
Senior Consultant / Senior Project Manager / Professional Engineer	$200
Consultant / Project Manager / Technology Designer	$185
Associate	$170
BIM / REVIT Coordinator	$130
Subject Matter Expert - Advisory (Security / AV / Fire / TEL / GSOC)	$225

Physical Security Consulting Services	
Principal / Project Lead	$275
Senior Consultant / Project Manager	$250
Consultant	$200
Associate	$175
Subject Matter Expert - Advisory (Risk / Operations / Technology / CPTED, Sub Contractors)	$250

Cyber Security Consulting Services	
Principal / Project Lead	$400
Senior Consultant / Project Manager	$350
Consultant	$300
Associate	$250
Subject Matter Expert - Advisory (Risk / Operations / Technology)	$350
Subject Matter Expert - Incident Response	$450

Risk & Emergency Management Services	
Principal / Project Lead	$300
Senior Consultant / Project Manager	$250
Consultant	$225
Associate	$200
Subject Matter Expert - Advisory (Risk / Operations / Technology)	$250
Subject Matter Expert - Incident Response	$350
Subject Matter Expert - Threat / Behavioral	$900

Guidepost
Attachment 2
Guidepost Solutions LLC
2121 N California Blvd
Suite 800
Walnut Creek, CA 94596
T: 510.268.8373
F: 510.268.1531

Guidepost Solutions LLC Hourly Rates for 2023*

Investigations	
Lead Investigator	$650
Investigator	$500
Analyst / Research	$300
Senior Managing Director	$650
Managing Director	$500

Specialty Rates	
Social Media Monitoring / Analyst	$200
Law Enforcement Liaison	$300
Subject Matter Expert – Advisory (Executive Protection)	$300

Managed Services	
Level 1 GPMS Technical Support	$125
Level 2 GPMS Technical Support	$150
Level 3 GPMS Technical Support	$175

FACS 35
Forensic Analytical Consulting Services
CELEBRATING 35 YEARS OF EXCELLENCE 1986-2021

www.forensicanalytical.com

LABOR RATES

DESIGNATION	HOURLY RATE
Senior CIH	$305
CIH/Principal Scientist	$285
Senior Project Manager	$175
Project Manager	$160
Project Specialist	$125
Senior Technician	$115
Technician	$105
Project Coordinator	$100
Administrative Support	$80



LABORATORY ANALYTICAL RATES (PER SAMPLE)

ANALYSIS*	TURNAROUND TIME**					
MICROBIOLOGY	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Non-Viable Air	$185	$150	$135	$85		
Non-Viable Bulk	$135	$125	$85	$65		
Total Coliform & E. Coli (MUG)		$180	$135			
ASBESTOS	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
PCM (air)	$31	$26	$24	$22	$20	$18
TEM (air)	$300	$225	$200	$175	$150	$125
PLM ≤ 3 LAYERS (bulk)	$44	$39	$34	$30	$28	$25
PLM > 3 LAYERS (bulk)	$70	$55	$50	$45	$41	$38
METALS	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Lead – Atomic Absorption	$70	$60	$50	$40	$35	$30
SMOKE	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Particle Identification – Smoke	$550	$350	$275	$225	$175	$145

*Listed analyses and pricing are not exhaustive, but are representative of our most requested items
**Turnaround time = total business days to receive results after sample receipt at laboratory

MISCELLANEOUS

Mileage:	Cost plus 15%	Deposition/Testimony:	Labor Rate x 1.5
Reimbursables:	Cost plus 15%	Emergency Response:	Labor Rate x 2
Equipment and Consumables:	Cost plus 15%	Overtime:	Labor Rate x 1.5
Off-Hours Lab Opening Fee:	$400		

2023 Central Valley Fee Schedule
Please contact us for a complete list of services.

PETERS engineering
Your First Resource

50 YEARS

consulting
mechanical
and
electrical
engineers

7750 College Town Drive, Suite 101
Sacramento, CA 95826

Tel (916) 447-2841
Fax (916) 447-4126

www.peterseng.com

2023 HOURLY RATE SCHEDULE

Principal	$220.00 per hour
Senior Engineer	$185.00 per hour
Project Manager/Engineer	$165.00 per hour
Senior Designer	$125.00 per hour
Designer	$110.00 per hour
CADD	$ 95.00 per hour
Clerical	$ 75.00 per hour

STUDIO SCHICKETANZ

Post Office Box 2704
Carmel, CA 93921, USA

Attachment 2

HOURLY RATE SCHEDULE
for ARCHITECTURAL SERVICES

ARCHITECTURAL DESIGN SERVICES

- Principal's time is currently billed at the rate of three hundred and fifty dollars ($350) per hour.
  For the purposes of this agreement, Founding Principal is:
  Mary Ann Schicketanz.

- Principal Architect and Principal Interior Designer is currently billed at the rate of two hundred and fifty dollars ($250) per hour.
  - For the purposes of this agreement, Principal Architect is Kumaresh Sekaran
  - For the purposes of this agreement, Principal Interior Designer is Nicole Clapman

- Associate Licensed Architect and Senior Interior Designer's time is currently billed at the rate of one hundred and ninety-five dollars ($195) per hour.

- Job Captain, Interior Designer time are currently billed at one hundred forty-five dollars ($145) per hour.

- Architect and Interior Design Graduate's time is currently billed at the rate of one hundred twenty-five dollars ($125) per hour.

- Clerical, Interior Design Assistant, and Intern's time is currently billed at the rate of ninety-five dollars ($95) per hour.

Studio Schicketanz invoice professional services monthly.

Reimbursable expenses consist of reproduction, plotting, travel (air fare, mileage, and hotel, per diem for meals – charged at the government rate by city), consultants, permits, and other project related costs. Service charge for all reimbursable items is 15%.

2023 HOURLY BILLING RATES

Senior Principal	$300/hr.
Principal	$275/hr.
Associate Principal	$225/hr.
Senior Associate	$170/hr.
Associate - Engineer	$160/hr.
Associate - Designer	$125/hr.
Senior Project Engineer	$140/hr.
Senior Designer	$125/hr.
Project Engineer	$125/hr.
Staff Engineer	$120/hr.
BIM Engineer / Designer.	$100/hr.
Administrative Assistant	$80/hr.
Intern	$80/hr.

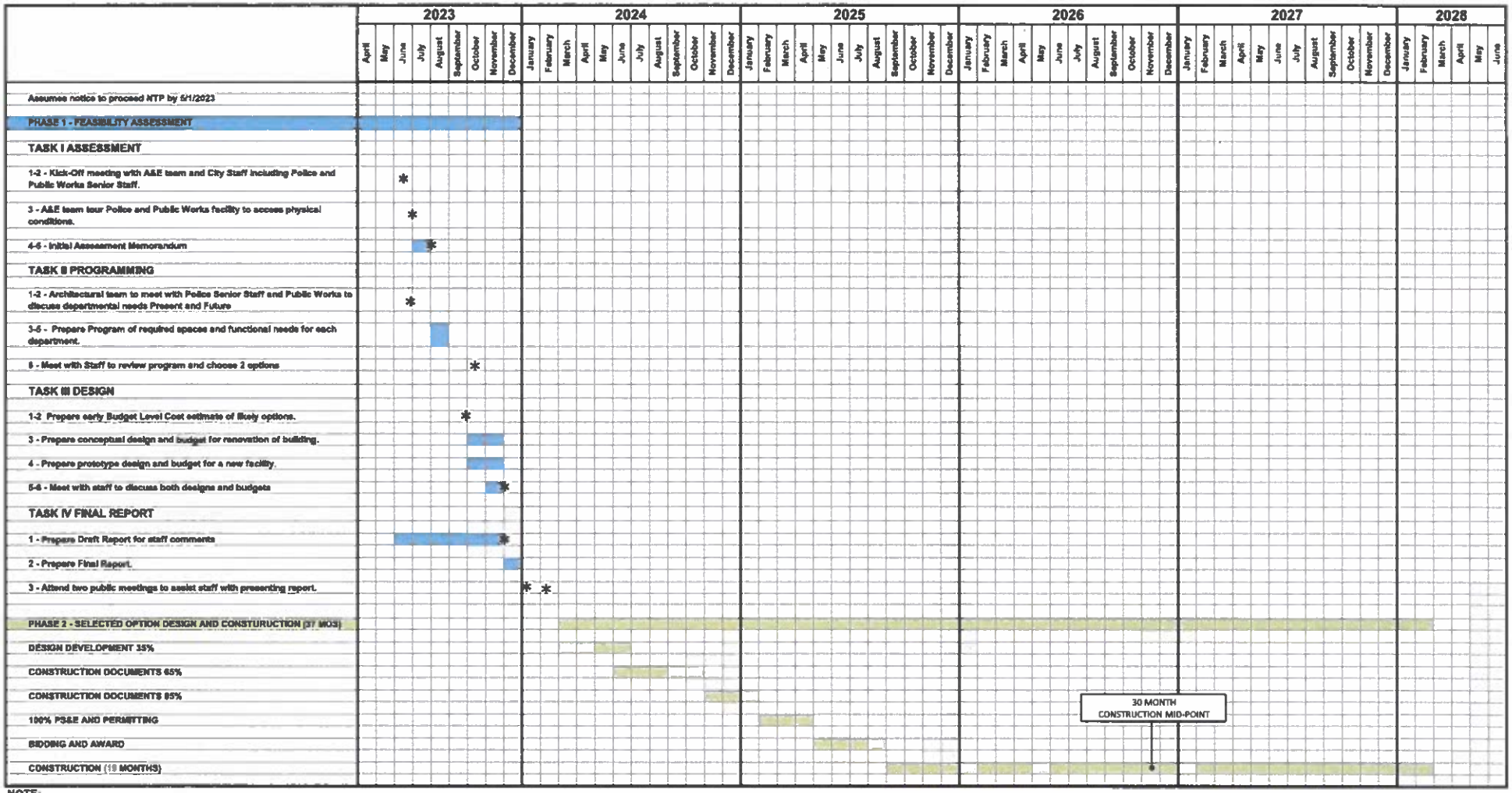
Billing rates are subject to annual review and changes based on market conditions and necessary salary adjustments.

Attachment 2

PROJECT SCHEDULE - CARMEL-BY-THE-SEA

EXHIBIT C

RFP: 22-23-008 ARCHITECTURAL AND ENGINEERING SERVICES FOR THE CARMEL POLICE BUILDING PROJECT.
INDIGO | HAMMOND + PLAYLE ARCHITECTS, LLP. 05/08/2023



NOTE:

THIS SCHEDULE CAN BE ADJUSTED TO MEET CITY'S REQUIREMENTS

*

Attachment 2

Attachment 2

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

June 6, 2023
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Mary Bilse, Environmental Compliance Manager
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-064 approving a 3.71 percent rate increase to charges by the City's franchised hauler, GreenWaste Recovery, for the collection of solid waste, recycling and organics, effective July 1, 2023, and approving Amendment No. 2 to the Memorandum of Understanding between ReGen Monterey and Member Agencies for Fiscal Year 2023/24

RECOMMENDATION:

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

BACKGROUND/SUMMARY:

Solid Waste, Recycling, and Organics Collection Rate Adjustment Calculation

On June 17, 2014, Council approved a Franchise Agreement (Agreement) with GreenWaste Recovery (GWR) for the collection of solid waste, recycling and organics, subsequent to a competitive Request for Proposals selection process. The Agreement became effective on July 1, 2015 and expires on June 30, 2030. The Agreement includes a prescribed formula to determine annual rate adjustments by GWR, effective each year on July 1. This index-based formula includes the cost of disposal and processing ("tipping fee") at the ReGen Monterey (formerly known as Monterey Regional Waste Management District) facility in Marina, inflationary indexes for adjustments to GWR labor and operating costs, regional implementation of SB 1383 (further discussed below), and the City's Franchise Fee of 13%.

HF&H Consultants, LLC (HF&H) was retained by ReGen Monterey to review GWR's request for an adjustment to customer rates, effective July 1, 2023 (**Attachment 2**). The rate review resulted in a 3.71% rate increase due to labor and material inflationary indices for the period reviewed. ReGen Monterey originally estimated the City's rate increase to be 3.97%, but after review, it was reduced to a 3.71% rate increase.

Rate Adjustment Approval

While the Agreement requires the City Council to approve annual rate adjustments, the rate adjustment is based upon disposal fees and actual tonnage, inflationary indexes for GWR labor and operational costs, and cost for the City's Franchise Fee and other regulatory fees. City staff, in tandem with ReGen Monterey staff and HF&H, finds the rate calculation methodology to be consistent with the Agreement. Therefore, staff recommends Council approve Resolution 2023-064 (**Attachment 1**) and rate adjustment, which becomes effective on July 1, 2023, in accordance with the Agreement.

Memorandum of Understanding (MOU) for Regional SB1383 Implementation

In November 2020, CalRecycle issued regulations to implement Senate Bill (SB) 1383, with the goal to reduce the amount of organic material being landfilled by 75% by 2025. CalRecycle regulations place significant responsibility for implementation on local municipalities, including food waste collection from all residential and commercial customers, public education and outreach, enforcement, developing or increasing the capacity of edible food recovery programs, and purchasing recycled organic material such as compost.

In response to the new regulations, ReGen Monterey's Technical Advisory Committee (TAC), which is comprised of staff from each Member Agency including the City, waste haulers in the ReGen Monterey service area, and ReGen Monterey, have been working collaboratively to implement program changes to meet the new regulations.

The Member Agencies determined ReGen Monterey has the expertise and resources necessary to implement shared activities on the Member Agencies' behalf, and agreed to reimburse ReGen Monterey for proportionate shares of designated annual costs incurred by ReGen Monterey for these activities under the MOU regarding assistance with compliance with SB 1383. Elements of the new regulations that are being managed by ReGen Monterey under guidance of the TAC are similar to last year and include public outreach, contamination monitoring, enforcement, reporting, and edible food recovery programs. The regional costs for implementation of SB 1383 under this MOU are included in the collection rates charged by GWR. The MOU Amendment No. 2 is included as **Attachment 3**.

The City's share of regional costs for implementation of SB 1383 in FY 2023/24 is $9,486. This amount is reflected as an agency fee in the solid waste, recycling, and organics collection rate adjustment.

FISCAL IMPACT:

The new collection rates reflect an increase of 3.71% and are included as Exhibit A to the Resolution (**Attachment 1**). The 3.71% rate increase is due to labor and material inflationary indices for the period reviewed. The cost of SB 1383 implementation is also included in the fees.

For context, a residential customer with a 32-gallon trash cart will now pay $51.91 a month for solid waste, recycling and yard trimming service, as compared to the current rate of $50.05 a month, or $22.32 more per year. Commercial rates vary based upon size of the cart, frequency of collection, and type of collection service.

The City's share of regional costs to ReGen for FY 2023/24 of $9,486 is covered in the Public Works/Environmental Programs operating budget.

The City's Franchise Fee of 13% for FY 2022/2023 was estimated at $427,215, and for next FY 2023/24, the franchise fee is estimated at $443,074.

PRIOR CITY COUNCIL ACTION:

In June 2021, Council approved GWR's imposition of a 2% formula-based rate adjustment for the collection of solid waste, recycling and organics. GWR's rate increase was primarily due to the creation of a $72,600 fund to buffer anticipated costs of SB 1383.

In November 2021, Council amended the City's Solid Waste and Materials Recovery Ordinance (Chapter 8.16) to address the new requirements of SB 1383. In December 2021, Council also amended the Franchise Agreement with GWR to comply with SB 1383 and approved a 3.76% extraordinary rate increase to cover the additional operational costs associated with SB 1383.

On June 7, 2022, Council approved a 2.14% increase for GWR for the collection of solid waste, recycling and organics. Council also approved Amendment No. 1 to the Memorandum of Understanding between the Monterey Regional Waste Management District and Member Agencies for Fiscal Year 2022/23 regional costs associated with SB 1383.

ATTACHMENTS:

Attachment 1) Resolution 2023-064
Attachment 2) HF&H Rate Increase Review
Attachment 3) MOU Amendment No. 2

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA APPROVING A 3.71 PERCENT RATE INCREASE TO CHARGES BY THE CITY'S FRANCHISED HAULER, GREENWASTE RECOVERY, FOR THE COLLECTION OF SOLID WASTE, RECYCLING AND ORGANICS, EFFECTIVE JULY 1, 2023, AND APPROVING AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE REGEN MONTEREY AND MEMBER AGENCIES FOR FISCAL YEAR 2023/24

WHEREAS, the City of Carmel-by-the-Sea (City) entered into a Franchise Agreement with GreenWaste Recovery, Inc. (GWR) on June 17, 2014 for solid waste, recycling, and organics collection services for the period of July 1, 2015 through June 30, 2030; and,

WHEREAS, Section 8.2 of the Franchise Agreement requires annual inflationary adjustments to customer rates on July 1 of each year, as described in Exhibit E1 to the Agreement, based on agreed-upon cost indices, changes in tipping fees at the ReGen Monterey (formerly Monterey Regional Waste Management District) landfill, City fees, and actual tonnage of materials collected by GWR; and,

WHEREAS, HF&H Consultants, LLC (HF&H) was retained by ReGen on behalf of all its member agencies to review GWR's request for an adjustment to customer rates, as submitted to the City on April 1, 2023; and,

WHEREAS, HF&H's calculation of the rate adjustments have been reviewed by City staff, and staff finds the calculations to be consistent with the methodology and requirements of the Franchise Agreement; and,

WHEREAS, the rate review resulted in a 3.71 percent rate increase; and,

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

WHEREAS, the ReGen's Technical Advisory Committee developed a Memorandum of Understanding to conduct tasks to comply with CalRecycle SB 1383 regulations on a regional basis; and

WHEREAS, regional implementation costs included in the Memorandum of Understanding must be updated annually; and

WHEREAS, the City's share of regional implementation costs is reflected as an agency fee in the solid waste, recycling, and organics collection rate adjustment.

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

- Approve a 3.71 percent rate increase to charges by the City's franchised hauler, GreenWaste Recovery, for the collection of solid waste, recycling and organics, effective on July 1, 2023, as shown in the attached **Exhibit A**

- Approve Amendment No. 2 to the Memorandum of Understanding between ReGen and Member Agencies for Fiscal Year 2023/24 regional costs associated with SB 1383.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 6th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dave Potter
Mayor

ATTEST:

Nova Romero, MMC
City Clerk

Attachment 1

EXHIBIT A

Franchise Agreement Exhibit G-3
Rates Effective July 1, 2023
(All rates are monthly unless stated otherwise)

Note: All rates are monthly unless stated otherwise.

Residential Solid Waste Collection Rates			
Service Level	**Solid Waste**	**Recycling**	**Organics**
20 Gal Back/Side	$ 46.72	Included	Included
32 Gal Back/Side	$ 51.91	Included	Included
64 Gal Back/Side	$ 82.05	Included	Included
96 Gal Back/Side	$ 104.00	Included	Included

Notes:
See Exhibit B1 for specific service availability

Commercial/Multi-Family Solid Waste Collection Rates						
	Frequency					
Service Level	**1x/week**	**2x/week**	**3x/week**	**4x/week**	**5x/week**	**6x/week**
32-Gallon Cart	$ 52.27	$ 104.58	$ 132.61	$ 161.21	$ 189.64	$ 255.85
64-Gallon Cart	$ 100.68	$ 163.87	$ 227.31	$ 290.77	$ 428.70	$ 544.35
96-Gallon Cart	$ 124.19	$ 233.54	$ 346.66	$ 437.08	$ 561.27	$ 712.34
1-Cubic Yard Bin	$ 286.74	$ 539.30	$ 738.01	$ 927.69	$ 1,117.39	$ 1,420.46
2-Cubic Yard Bin	$ 421.35	$ 842.09	$ 1,263.47	$ 1,686.56	$ 1,986.69	$ 2,114.90
3-Cubic Yard Bin	$ 596.58	$ 1,052.61	$ 1,473.71	$ 1,823.97	$ 2,105.72	$ 2,526.46
4-Cubic Yard Bin	$ 793.73	$ 1,306.27	$ 2,105.55	$ 2,623.57	$ 2,856.12	$ 3,088.69
2-Cubic Yard Compactor	$ 460.92	$ 921.22	$ 1,382.15	n/a	n/a	n/a
3-Cubic Yard Compactor	$ 655.92	$ 1,171.31	$ 1,651.75	n/a	n/a	n/a
4-Cubic Yard Compactor	$ 872.85	$ 1,464.51	$ 2,342.92	n/a	n/a	n/a

Commercial/Multi-Family Recycling Collection Rates						
	Frequency					
Service Level	**1x/week**	**2x/week**	**3x/week**	**4x/week**	**5x/week**	**6x/week**
64-Gallon Cart	$ 15.10	$ 24.58	$ 34.09	$ 43.61	$ 64.30	$ 81.65
96-Gallon Cart	$ 18.64	$ 35.03	$ 52.00	$ 65.57	$ 84.20	$ 106.84
1-Cubic Yard Bin	$ 43.01	$ 80.90	$ 110.70	$ 139.14	$ 167.61	$ 213.07
2-Cubic Yard Bin	$ 63.20	$ 126.31	$ 189.52	$ 252.99	$ 298.01	$ 317.25
3-Cubic Yard Bin	$ 89.49	$ 157.89	$ 221.06	$ 273.59	$ 315.87	$ 378.96
2-Cubic Yard Compactor	$ 17.08	$ 34.06	$ 51.16	n/a	n/a	n/a
3-Cubic Yard Compactor	$ 20.30	$ 19.53	$ 13.50	n/a	n/a	n/a
4-Cubic Yard Compactor	n/a	n/a	n/a	n/a	n/a	n/a

Commercial/Multi-Family Food Waste Collection Rates						
	Frequency					
Service Level	**1x/week**	**2x/week**	**3x/week**	**4x/week**	**5x/week**	**6x/week**
64-Gallon Cart	$ 75.50	$ 122.89	$ 170.48	$ 218.09	$ 321.53	$ 408.27
96-Gallon Cart	$ 93.13	$ 175.15	$ 260.00	$ 327.82	$ 420.97	$ 534.25
1-Cubic Yard Bin	$ 215.06	$ 404.49	$ 553.50	$ 695.75	$ 838.05	$ 1,065.35
2-Cubic Yard Bin	$ 316.01	$ 631.57	$ 947.61	$ 1,264.92	$ 1,490.02	$ 1,586.16

Commercial/Multi-Family Yard Trimmings Collection Rates						
	Frequency					
Service Level	**1x/week**	**2x/week**	**3x/week**	**4x/week**	**5x/week**	**6x/week**
64-Gallon Cart	$ 75.50	$ 122.89	$ 170.48	$ 218.09	$ 321.53	$ 408.27
96-Gallon Cart	$ 93.13	$ 175.15	$ 260.00	$ 327.82	$ 420.97	$ 534.25
1-Cubic Yard Bin	$ 215.06	$ 404.49	$ 553.50	$ 695.75	$ 838.05	$ 1,065.35
2-Cubic Yard Bin	$ 316.01	$ 631.57	$ 947.61	$ 1,264.92	$ 1,490.02	$ 1,586.16
3-Cubic Yard Bin	$ 447.44	$ 789.46	$ 1,105.27	$ 1,367.97	$ 1,579.29	$ 1,894.84

Roll-Off Collection Rates (Per Pull)					
	Material				
Service Level	**MSW**	**REC**	**FW**	**YT**	**C&D**
10 YD	$ 734.05	$ 734.05	$ 734.05	$ 734.05	$ 734.05
20 YD	$ 806.99	$ 806.99	$ 806.99	$ 806.99	$ 806.99
30 YD	$ 1,002.74	$ 1,002.74	$ 1,002.74	$ 1,002.74	$ 1,002.74
40 YD	$ 1,198.51	$ 1,198.51	$ 1,198.51	$ 1,198.51	$ 1,198.51
Per Ton	$ 85.06	$ 45.98	$ 73.56	$ 54.02	$ 85.06

Additional Service Rates		
Service	**Sector**	**Charge Per Event***
Cart Rental - All Sizes	RES	$ 4.97
Cart Replacement	RES	$ 99.39
Re-Delivery or Re-Start	RES	$ 41.41
Cart Cleaning	RES	$ 41.41
Non-Scheduled Collection	RES	$ 31.48
Cardboard Sticker	COM	$ 15.40
Difficult to Service Cart	COM	$ 1.66
Difficult to Service Bin	COM	$ 4.97
Locking Bin	COM	$ 82.81
Cart Replacement	COM	$ 99.39
Cart Cleaning	COM	$ 41.41
Bin Swap- Cleaning or Repainting	COM	$ 124.23
Bulky - Recyclable	RES/COM	$ 33.13
Bulky - Non Recyclable	RES/COM	$ 41.41
Bulky - Event	RES/MFD	$ 49.69
Covered Box	RO	$ 124.23
Driver Time per Hour	RO	$ 182.20
Dry Run or Relocation	RO	$ 124.23
Extra Days	RO	$ 41.41

*Note: Application of fees shall be as described in Franchise Agreement

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Managing Tomorrow's Resources Today

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Marva M. Sheehan, CPA
Robert C. Hilton

May 19, 2023

Mary Bilse
Environmental Compliance Manager
City of Carmel-by-the-Sea

Sent via E-mail

Subject: Review of GreenWaste Recovery's 2023-24 Rate Request – Final Report

Mary Bilse:

HF&H Consultants, LLC (HF&H) was retained by the Monterey Regional Waste Management District (District) to assist with a review of GreenWaste Recovery's (GWR) request for an adjustment to customer rates, effective July 1, 2023, submitted to the City of Carmel-by-the-Sea (City) on April 1, 2023. This report presents our findings and recommendations.

EXECUTIVE SUMMARY

HF&H's review of GWR's Rate Period 9 (RP9) rate request to the City and subsequent negotiations with GWR resulted in the following outcomes:

1. A 3.71% increase (the result of a $121,995 shortfall) to rates as calculated for RP9. Refer to **Figure 1** for the impact to sample residential rates.

Figure 1 – Example Rate Impact of Adjustment

Carmel Rate Adjustment		
	Current Rates (RP8)	RP9
Adjustment	2.14%	3.71%
Residential 32-gallon rate	$ 50.05	$ 51.91

BACKGROUND

In 2012, the City, participating with other members of the District, issued a competitive request for proposals for collection services and entered into the new Agreement with GWR effective July 1, 2015. The Agreement provides for the following, related to the adjustment of rates:

- Rates are to be adjusted annually throughout the term of the Agreement, using various inflationary indices, actual tonnage, and changes in the tipping fees at the District, unless either the City or GWR request a Cost Based Rate Adjustment (CBRA).
- The City and GWR may mutually agree upon alternative approaches to structuring rates without amendment to the Agreement (Section 8.2.D).
- During the CBRA review in Rate Period 5 (RP5), a number of issues surrounding the process for setting rates and the resulting rate relationships amongst sectors and materials was identified. As such, the City and GWR have negotiated an amendment to the prescribed methodology for the CBRA and index adjustments so as to not alter rate relationships between service sectors and material types.
- Through negotiations of the amendment, and as a result of the desire to maintain current rate relationships between sectors and service levels, the City and GWR have prescribed a uniform rate adjustment to be applied to all sectors.

RATE CALCULATION REVIEW

HF&H Scope of Work

HF&H performed this review of the rate request in accordance with Exhibit E1 (for the index based rate adjustment). These procedures included:

1. Review of the rate request for completeness and compliance with the procedures contained in Exhibit E1 of the Agreement.

2. Review for mathematical accuracy and logical consistency to determine that the rate request is mathematically correct, that the rows and columns of numbers add down and across as intended, and that the stated assumptions were, in fact, used. Also, to determine that the rate request is internally consistent and that any summary schedules agree to the supporting schedules and worksheets.

3. Verification of the inclusion of the franchise fee calculation in the adjustment.

4. Verification of contract compliance with regard to:

    A. The indices used in the adjustment.

    B. The tip fees reported for the disposal/processing components of the rates.

    C. The use of quarterly-reported tonnage data and allocations among agencies. A detailed audit of tonnage and allocations of tonnage reported by GWR was not a part of this scope of work. HF&H discussed GWR's allocation methodology with them and the methodology appears reasonable and consistent with standard practices within the industry.

D. Any changes in governmental fees on the fee component of the rates; and, the accurate application of the resultant percentage changes in the various rate components to the rate schedule approved by the City through the Agreement.

E. The addition of anticipated costs related to identified program changes resulting from SB 1383.

Review of Rate Request

Rate Period 9 Application

HF&H reviewed the rate application for RP9. The results of the calculation of RP9 per methodology of Exhibit E1 of the amendment can be seen in **Figure 2** on the following page.

Figure 2 – City of Carmel Application of Index Based Adjustments to RP9

	Rate Period Eight	Adjustment Factor	Rate Period Nine
Annual Cost of Operations			
Labor-Related Costs	$ 867,420	1.058	$ 917,730
Vehicle-Related Costs	$ 120,048	1.082	$ 129,892
Fuel Costs	$ 126,300	1	$ 126,300
Other Costs	$ 233,662	1.082	$ 252,822
Direct Depreciation	$ 151,264	N.A.	$ 151,264
Total Allocated Costs - Labor, Vehicle, Fuel & Other	$ 501,871	1.082	$ 543,024
Total Allocated Costs - Depreciation & Start-Up	$ 25,726	N.A.	$ 25,726
Total Annual Cost of Operations	$ 2,026,291		$ 2,146,759
Profit	$ 336,455	OR=85.76	$ 356,458
Pass-Through Costs			
Disposal Costs	$ 211,442	Tons*Tip Fee	$ 195,160
Curbside Supplemental	$ (7,152)	1.00	$ (7,152)
Recycling Processing Costs	$ 75,031	Tons*Tip Fee	$ 69,876
Residue Processing Costs	$ 15,756	Tons*Tip Fee	$ 16,676
Yard Trimmings Processing Costs	$ 89,526	Tons*Tip Fee	$ 80,091
Food Waste Processing Costs	$ 19,789	Tons*Tip Fee	$ 19,128
C&D Processing Costs	$ 1,155	Tons*Tip Fee	$ -
Interest Expense	$ 44,270	N.A.	$ 44,270
Direct Lease Costs	$ -	N.A.	$ -
Total Allocated Costs - Lease	$ 38,993	N.A.	$ 38,993
Total Pass-Through Costs	$ 488,810	N.A.	$ 457,043
Total Costs before Agency Fees	$ 2,851,556	N.A.	$ 2,960,260
Agency Fees/Payments			
Franchise Fee	$ 427,215	13.00%	$ 443,074
Administrative Fee	$ -	0.00%	$ -
AB 939/341 Fee	$ -	0.00%	$ -
HHW Fee	$ -	0.00%	$ -
Vehicle Impact Fee	$ -	0.00%	$ -
Litter Abatement Fee	$ -	0.00%	$ -
AB 939 Fee		0.00%	
Rate Application Review Costs	$ 7,500	Actual	$ 9,486
Other Adjustments (as needed from time to time)			
Adjustment from MRWMD Tip Fee Estimates	$ -	N.A.	$ (4,554)
Total Calculated Costs	$ 3,286,271		$ 3,408,266
Surplus/(Shortfall)			$ (121,995)
Increase/Decrease			3.71%

Review of GWR Costs

There are four major components to GWR's rate application: 1) calculation and application of the inflationary indexes as prescribed in the Agreement; 2) the disposal and/or processing component; 3) the Agency Fees; and, 4) other one-time adjustments.

There are three indexes used in the index adjustment; CPI, fuel index, and labor index. The annual percent change in each of the indices is used to calculate the coming years projected cost for the line items to which these indexes are applied.

HF&H has reviewed and GWR has confirmed the accuracy of each of these indexes, and notes that the fuel index remains unchanged, as reported by management staff at the District.

Review of Disposal/Processing Component

Calendar Year 2022 collected tons were used for the RP9 review in accordance with the amendment. The disposal and processing components also consider the tipping fees charged by the District in order to project anticipated disposal and processing costs at the District. The following table describes the changes in the City's disposal and processing costs for each material type based on the tip fees at the District, which have been incorporated into our RP9 review.

Figure 3 - Impact of District Tip Fee Changes

Material	2022 Tons	Current Per Ton Tip Fee	Rate Period 9 Costs
	A	B	A x B
Solid Waste	2,637	$ 74.00	$ 195,160
Recycling	1,747	$ 40.00	$ 69,876
Yard Trimmings	1,704	$ 47.00	$ 80,091
Food Waste	299	$ 64.00	$ 19,128
C&D*	-	$ 74.00	$ -

**The C&D per ton tip fee reflects an average weighted cost for multiple types of C&D materials.*

Review of Fee Component

HF&H ensured that the fee component of each rate matches the contractual percentage of 13% for franchise fees, remitted to the City by GWR.

Additionally, rate application review costs and other identified District costs totaling $9,486 were added as a one-time adjustment to cover the rate review, franchise management, and other identified District costs such as staff time, public education and outreach, and some other identified costs related to SB 1383.

Review of Other One-Time Adjustments

There was a change between actual tip fees and the anticipated amount set forth in RP8 rates with regard to the Recycling per ton tip fee. The reconciliation of this amount resulted in a credit of $4,554 to be included as a one time adjustment.

New Rates

Attached hereto is a table of all new rates recommended for RP9 based on the adjustments described in this memo (Attachment B). HF&H recommends adopting these rates by resolution to be effective July 1, 2023.

* * * * *

We would like to express our appreciation to GWR staff for their assistance and cooperation in this process. Should you have any questions, please call me at (925) 977-6959 or rchilton@hfh-consultants.com.

Very truly yours,
HF&H CONSULTANTS, LLC

Rob Hilton
President

Dave Hilton
Senior Project Manager

MEMORANDUM OF UNDERSTANDING

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

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

Recitals

A. The State of California has passed legislation, known as Senate Bill 1383, California's Short-Lived Climate Pollutants regulation. The regulation will have significant impact on each Member Agency, with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis. The legislation mandates that Member Agencies undertake certain activities around the handling of organic waste materials collected within their jurisdictions. The regulation also requires 20% recovery of edible food by 2025 to direct it to a beneficial use and thus prevent it from entering the waste stream. Regulations take effect, and local program implementation will begin, on January 1, 2022.

B. The Member Agencies have determined that it is in their best interest to coordinate their activities related to this legislation. This coordination is being facilitated by the District's Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three Haulers in the District service area (Haulers), Salinas Valley Recycles (SVR) and MRWMD.

C. The Member Agencies have further determined that the District has the expertise and resources necessary to implement some of these activities on the Member Agencies' behalf and have now requested that the District incur costs to provide these activities.

D. The Member Agencies have agreed to reimburse the District for proportionate shares of certain designated annual costs incurred by the District for these activities.

E. The form and content of this MOU have been presented to the TAC, and the TAC has recommended it for approval by the Parties

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

follows:

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

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

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

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

Section 5. Scope of Work, Costs & Cost Sharing: The scope of work, and associated costs, are set out in Exhibit A, entitled Detailed Activities and Costs, attached hereto and incorporated herein. Allocation of such costs to the Member Agencies is set out in Exhibit B, entitled Member Agencies' Annual Proportionate Shares and Costs, attached hereto and incorporated herein. Exhibit C outlines estimated individual Member Agencies' allocations related to the Department of Resources Recycling and Recovery (CalRecycle) SB 1383 Local Assistance Grant Program (OWR1: 2021-22), attached hereto and incorporated herein. Exhibit D defines the estimated annual procurement requirements of organic material and estimated cost per ton of compost for each Member Agency, attached hereto and incorporated herein.

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

Section 6. The District Agrees:

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

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

(c) Upon award of CalRecycle SB 1383 Local Assistance Grant Program funds, the District will invoice Member Agencies for their full allocation of grant funds as shown in Exhibit C. Four times during the grant term, aligned with dates identified by CalRecycle grant Terms & Conditions, the District shall report to Member Agencies a summary of actual grant expenditures and progress toward grant tasks to date.

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

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

Section 7. The Member Agencies Agree:

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

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

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

Section 9. General Provisions.

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

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

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

(d) Waiver by the District or any Party to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition, or covenant.

Waiver by the District or any Party of any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

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

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

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

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF CARMEL-BY-THE-SEA

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF DEL REY OAKS

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF MARINA

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF MONTEREY

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF PACIFIC GROVE

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

SAND CITY

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF SEASIDE

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

PEBBLE BEACH COMMUNITY SERVICES DISTRICT

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

COUNTY OF MONTEREY

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

EXHIBIT A

DETAILED ACTIVITIES & COSTS
FY 2023-2024

Scope of Work

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

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

Costs

SB 1383 Fee Category	Detail	FY 23/24 Cost	Notes
HF&H General Support & TAC meetings	Task #5 (SB 1383 general support) & task #6 (monthly TAC meetings) of HF&H CY 2023 proposal	$ 20,500	
Edible Food Recovery Capacity Building	$40,000 for grant allocations. Grant administration by Blue Strike Environmental will be billed with unused FY 23/23 budget.	$ 40,000	Joint grant or application process w/ SVR to determine need. SVR allocating $60k. ReGen allocating $40k as County is omitted from this line item.
Edible Food Recovery Program Administration	Assessment Updates - Living Document Generation Estimate Update-Using ReGen WCS FRO Capacity Survey - Annual Update Conference Presentations (CRRA) and Other Support TBD EFR E&O - Cycle 2 - Tier 1&2 Follow-up target groups TBD Organics Collections E&O - Target Groups TBD School Food Waste Reductions - Targeted Groups TBD Total: $70k, split 50/50 with Salinas Valley Recycles	$ 24,000	ReGen member agency portion only. Split 50/50 with SVR. School outreach not included in cost. Omits County of Monterey
Edible Food Generator Inspections for Tier 1 & 2	County of Monterey provides inspections at rate of $201/hour. One hour per business which includes one follow-up, if needed.	$ 22,000	Omits County of Monterey
Public Education	Design/creation of public education materials. Does not include production or distribution of materials created.	$ 30,000	
Contamination Monitoring (Lid Flipping)	RFP to determine vendor	$ 13,431	Omits County of Monterey due to WM Smart Truck
Recyclist Fees	Cloud-based recordkeeping and reporting system shared by haulers, jurisdictions and processor.	$ 12,393	Omits County & City of Monterey who subscribe separately
ReGen Monterey Staff Time	Coordination and Hosting of Monthly TAC Meetings Hosting and/or participating in TAC Subcommittee Meetings SB 1383 Program Coordination and Development of Public Education Materials CalRecycle Reporting Outreach at Community Events Coordination with Sustainability Groups	$ 40,000	
		$ 202,324	
Reduction from ReGen recycling revenues		$ (65,000)	
Total		**$ 137,324**	

EXHIBIT A

DETAILED ACTIVITIES & COSTS
FY 2023-2024 (CONTINUED)

HF&H Franchise Management Fees

Task #	Detail	FY 2024	
1	Review Contractor's Quarterly Reports	$	12,500.00
2	Review Contractor's Annual Report	$	2,500
3	Review Franchise Fee Payments	$	2,500
4	Review Contractor's Annual Rate Adjustments	$	50,000
5	Develop Contract Compliance Checklist	$	10,000
6	Monitor Contract Compliance	$	24,000
	Total	**$**	**101,500**

HF&H fees apply to GreenWaste Recovery member jurisdictions only.

EXHIBIT B

MEMBER AGENCIES' ANNUAL PROPORTIONATE SHARES & COSTS*
FY 2023-2024

District Shared Costs By Jurisdiction				
	Population			
	#	%	Per Agency Cost/Year	With Minimums
Carmel	3,830	2.4%	$ 9,020	$ 9,486
DRO	1,525	1.0%	$ 3,591	$ 9,000
Marina	21,981	13.7%	$ 51,765	$ 48,261
PG	15,522	9.7%	$ 36,554	$ 34,080
PBCSD	4,531	2.8%	$ 10,671	$ 10,405
Sand City	310	0.2%	$ 730	$ 9,000
Seaside	33,956	21.2%	$ 79,966	$ 74,553
Monterey City	28,352	17.7%	$ 31,526	$ 29,038
County	50,128	31.3%	$ 15,000	$ 15,000
TOTAL	**160,135**		**$ 238,824**	**$ 238,824**

*Member Agencies' proportionate costs subject to adjustment annually in accordance with any change in scope and total costs. Costs "with minimums" will be utilized.

EXHIBIT C

MEMBER AGENCIES' ESTIMATED ALLOCATION OF CALRECYCLE LOCAL ASSISTANCE GRANT PROGRAM FUNDING (OWR1: 2021-22)**

The Member Agencies of Carmel, Del Rey Oaks, Marina, Monterey, Sand City, Seaside, Pacific Grove, and the Pebble Beach Community Services District (PBCSD) join the Local Assistance Grant Program as a regional collaborative project for the implementation of regulation requirements associated with SB 1383, in coordination with other jurisdictions of the Monterey County region to maximize project impact and cost-effectiveness across the countywide area. This regional grant-funded project will be coordinated through the two local waste management governmental agencies within Monterey County, Monterey Regional Waste Management (MRWMD), and Salinas Valley Solid Waste Authority (SVSWA).

The Member Agencies, along with each of the MRWMD and SVSWA member agencies are applying individually to this grant program using a unified regional project design, budget and implementation approach. All participating jurisdictions' individual grant funding will be pooled together and expended in a cooperative manner by their agencies' respective waste districts, MRWMD and SVSWA. The County of Monterey is applying separately and will manage its budget and project implementation independently, in coordination with broader regional planning efforts.

Based on current regional needs and findings to date related to SB 1383 in Monterey County, the following four major components will comprise the principal focus areas of program expenditures under the proposed regional project approach:

1) Grant Management, Tracking & Reporting
2) Agency Procurement Support
3) Edible Food Recovery Implementation and Capacity Building
4) Organics & Edible Food Recovery Education, Outreach and Technical Assistance

Each element will be informed by regional coordination through the established MRWMD and SVSWA Technical Advisory Committee forums, Capacity Planning Assessments and related studies completed or in process throughout the region, and new data and information obtained through program implementation trials, stakeholder feedback and best practices as identified. All expenditures will be incurred jointly, facilitated through each respective waste agency, and tracked and reported by each jurisdiction, based on the percentage of grant funds received by each agency compared to the full funding received collectively by all participating member agencies. CalRecycle, based on per capita calculations, using the Department of Finance's January 2021 population statistics, estimates jurisdictions' proportionate grant allocations. A summary of individual and collective agency grant allocations is presented below as **Table 1**.

EXHIBIT C
(Continued)

MEMBER AGENCIES' ESTIMATED ALLOCATION OF CALRECYCLE LOCAL ASSISTANCE GRANT PROGRAM FUNDING (OWR1: 2021-22)**

Table 1. Thirteen Agency Collaborative Approach Budget Summary

Agencies	Estimated Funding	% of District Subtotal	% of Region Total	Waste District
Carmel-by-the-Sea	$20,000	9%	4%	MRWMD
Del Rey Oaks	$20,000	9%	4%	MRWMD
Marina	$29,771	14%	6%	MRWMD
Monterey	$38,247	18%	7%	MRWMD
Pacific Grove	$21,398	10%	4%	MRWMD
Sand City	$20,000	9%	4%	MRWMD
Seaside	$43,151	20%	8%	MRWMD
Pebble Beach Community Services District	$20,000	9%	4%	MRWMD
Subtotal (MRWMD):	**$212,566**	**100%**	**41%**	
Gonzales	$20,000	6%	4%	SVSWA
Greenfield	$25,157	8%	5%	SVSWA
King City	$20,665	7%	4%	SVSWA
Salinas	$211,143	68%	40%	SVSWA
Soledad	$33,095	11%	6%	SVSWA
Subtotal (SVSWA):	**$310,060**	**100%**	**59%**	
TOTAL (13 Agency Regional Approach):	**$522,626**		**100%**	

** Working in coordination with the designated CalRecycle grant manager or other agency representatives as appropriate, the region may adjust these proposed expenditure areas,

amounts, or priorities, consistent with grant expenditure eligibility requirements, as needed during the course of the grant term based on the needs of the region.

EXHIBIT D

MEMBER AGENCIES' ESTIMATED PROCURMENT REQUIRMENTS
OF ORGANIC MATERIAL

The list below indicates the annual recovered organic waste product procurement targets for each jurisdiction (city, county, or city and county) that will be in effect from January 1, 2022, through December 31, 2026 per CalRecycle.

Member Jurisdiction	Population (1/1/21 estimate)	% of Population	Annual Procurement Target (Tons of Organic Waste)	Tons of Compost (.58)	Cost /Ton Compost	Cost of Compost
Carmel-by-the-Sea	4,023	1%	322	187	$ 28.00	$ 5,229.28
Del Rey Oaks	1,670	0%	134	78	$ 28.00	$ 2,176.16
Marina	21,920	7%	1,754	1,017	$ 28.00	$ 28,484.96
Monterey	28,382	8%	2,271	1,317	$ 28.00	$ 36,881.04
Pacific Grove	15,536	5%	1,243	721	$ 28.00	$ 20,186.32
Sand City	385	0%	31	18	$ 28.00	$ 503.44
Seaside	32,121	10%	2,570	1,491	$ 28.00	$ 41,736.80
Pebble Beach CSD	4531	1%	362	210	$ 28.00	$ 5,878.88
Unincorporated County*						$ -
Total MRWMD	**108,568**	**32%**	**8,687**	**5,038**		**$ 141,076.88**

*Unincorporated County not participating in procurement portion of MOU
All product quoted as unbagged F.O.B MRWMD site.
Transportation costs are not included.

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

June 6, 2023
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:	Receive a report and provide policy direction on the potential re-establishment of the Design Review Board

RECOMMENDATION:

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

BACKGROUND/SUMMARY:

EXECUTIVE SUMMARY

On April 4th, 2023, Council was asked to provide early policy direction regarding the potential re-establishment of a Design Review Board (DRB). After initial discussions, and some high level policy direction, which included affirmation of a desire to move forward with re-establishment, Council requested that staff return the following month with an overview of how the process functioned in the City from 2000 to 2009. Council also requested staff to return with information about how the City of Monterey's Architectural Review Committee (ARC) currently functions. Council requested this additional information to be able to provide more specific policy direction about the makeup and structure of the DRB. This report is intended to give a background on creation and dissolution of the DRB in Carmel, as well as an overview of functions for both the prior Carmel DRB and existing Monterey ARC.

BACKGROUND

City of Carmel-by-the-Sea Design Review Board

In the year 2000, a formal Design Review Board (DRB) was established in the City's Municipal Code to review residential and commercial projects involving new construction or major alterations, which did not involve other land use entitlements. In July of 2009, the DRB was dissolved by Ordinance 2009-07 (Attachment 1) and their duties were combined with those of the City's Planning Commission. One of the recitals from the ordinance states that the merger would "create more consistency for applicants in design review decisions made by the City and will result in a reduced workload for City staff". The July 2009 staff report (Attachment 2) went into more detail about the reasons for merging the DRB and Planning Commission back together, which included: 1) A high vacancy rate in the village creating a diminished pool

of qualified board members; 2) Reducing the workload of staff by having one less board to manage noticing, reports, agenda, and meetings for; 3) Increasing consistency of decision making by having a single review authority due to a concern that the DRB and Planning Commission interpreted the Design Guidelines differently, and; 4) Decrease in revenue from building permits.

Relevant sections from the previous Municipal Code have been attached to this report which: A) Created the DRB (Attachment 3 - Chapter 2.30); B) Established the duties and powers of the DRB (Attachment 4 - Section 17.52.050), and: C) Laid out the procedures for Design Review by the DRB (Attachment 5 – Chapter 17.58).

The following bullets provide a high level overview of how the DRB functioned from the year 2000 to 2009:

- Consisted of five (5) members, with a preference (not required) for varied backgrounds in things such as architecture, landscaping, construction, art, and construction.
- Members were required to be residents and electors of the City.
- DRB had full decision making authority over all Track 2 commercial and residential projects consisting of new structures, substantial alterations and projects that did not qualify for administrative review (Track 1/Staff Approval) and did not involve land use permits or variances (Planning Commission).
- DRB meetings were publicly noticed, just like Planning Commission and all other public hearings.
- The DRB's regulatory focus was on ensuring adherence to the City's adopted Design Guidelines as laid out in section 17.50.010 of Attachment 3 to this report.
- Projects which included land use matters along with design review (e.g.: Use Permit, Variance, etc.) did **not** go to the DRB, but rather went **only** to the Planning Commission for the full decision, which included design review and approval.
- For any projects that required a decision or recommendation by either the Forest and Beach Commission, or the Historic Resources Board, those hearings were required to happen prior to the DRB meeting.
- The DRB conducted two hearings as part of the process: 1) Preliminary Design Concept Review Hearing to consider site design and basic massing of the project, and; 2) Final Design Details Hearing to consider the final development plans, including colors and materials. (The current Planning Commission follows this same procedure still).
- Decisions of the DRB were appealable directly to the City Council.

City of Monterey Architectural Review Committee

Established well over 20 years ago, the City of Monterey Architectural Review Committee (ARC) is composed of citizens with expertise and interest in design and architecture. ARC reviews all aspects of a proposed project that deal with the outside appearance. Some of these include access, on-site circulation, grading, tree impacts and building placement. The Committee also analyzes landscape areas and planting, architectural style, bulk, mass and color to make sure they conform with the City's adopted guidelines. Relevant sections from Monterey's Municipal Code have been attached to this report (Attachment 6) which: A) Establish the ARC's powers and duties (Article 5), and; B) Lay out the procedures for Design Review by the ARC (Article 25).

The following bullets provide a high level overview of how the ARC functions in the City of Monterey:

- Consists of seven (7) members, with a requirement for at least one (1) of the members to be an architect or person professionally competent in a field related to architecture, unless no such person is available for appointment when the vacancy arises. The remaining positions are preferred (not required) to have varied backgrounds in things such as architecture, landscaping, construction, art, and construction.
- Regular ARC hearings are held twice (2x) per month.

- The ARC conducts two hearings for each project as part of the process: 1) “Preliminary Review” to evaluate a project’s general siting, form, mass and architectural style, and; 2) “Final Review” to evaluate a project’s exterior finishes, colors, materials, landscaping, lighting, fencing and any other exterior feature.
- ARC has full decision making authority over all design related approvals unless they are “minor” in nature and qualify for administrative/staff review, or involve a historic resource.
- The ARC’s authority also includes review and approval of design for those projects that include land use entitlements (Use Permit, Variance, etc.).
- When a project does include a land use entitlement such as a Use Permit of Variance, the Planning Commission must render a decision on that portion of the project prior to the whole project being considered by the ARC. When this happens, the Planning Commission does not comment or deliberate on any design elements of a project.
- For projects that involve historic resources, the City’s Historic Preservation Committee (HPC) reviews all elements of the proposed project, including design. In other words, the ARC does **not** have authority over design review for projects that involve an historic resource.
- The City of Monterey does not have a Forest and Beach Commission, so the ARC is also the approval authority for tree removal when reviewing development projects.
- Decisions of the ARC are directly appealable to the City Council.

COUNCIL DIRECTION

Following consideration of the information above, staff is seeking policy guidance from Council on the re-establishment of the DRB and shifting design review authority away from the Planning Commission. Examples of policy issues to be considered could include but are certainly not limited to things like:

- Whether the DRB is an approving body or just a recommending body to the Planning Commission?
- How to divide duties between the DRB and Planning Commission?
- How would the establishment of a DRB impact the number of steps in the development application process, which sometimes also includes the Forest and Beach Commission, Historic Resources Board?
- What should the DRB appointment criteria look like?
- If most design review shifts away from Planning Commission, what do future commission meetings look like?
- Should the responsibilities of a DRB be combined with those of the Historic Resources Board?

FISCAL IMPACT:

Staff time associated with re-establishing the Design Review Board is covered under the Community Planning and Building FY2022/23 adopted Operating Budget.

PRIOR CITY COUNCIL ACTION:

The City Council provided previous provided direction to evaluate reestablishment of a Design Review Board.

ATTACHMENTS:

Attachment 1) Ordinance 2009-07 dissolving the DRB
Attachment 2) July 2009 City Council Staff Report

Attachment 3) Chapter 2.30 Creating the DRC
Attachment 4) Section 17.52.050 Establishing the Duties and Powers of the DRB
Attachment 5) Chapter 17.58 Laying out Procedures for Design Review by the DRB
Attachment 6) City of Monterey ARC Regulations (Articles 5 and 25)

CITY OF CARMEL-BY-THE-SEA Attachment 1

CITY COUNCIL

ORDINANCE 2009-7

CONSIDERATION OF AN ORDINANCE REVISING THE MUNICIPAL CODE AND ZONING ORDINANCE/LOCAL COASTAL IMPLEMENTATION PLAN TO RETURN DESIGN AND LAND USE RESPONSIBILITIES TOTHE PLANNING COMMISSION

WHEREAS, The City of Carmel-by-the-Sea is a unique community that prides itself on its village character; and

WHEREAS, the City has adopted a General Plan and Municipal Code that strive to protect the village character through clear policies and regulations that guide property owners in the protection of the residential character; and

WHEREAS, in Dec 2000 the Municipal Code established the duties and responsibilities of the Planning Commission and Design Review Board; and

WHEREAS, at the mid-year budget meeting in February 2009, staff recommended returning all design and land use responsibilities to the Planning Commission; and

WHEREAS, this ordinance will return all design and land use responsibilities to the Planning Commission; and

WHEREAS, this ordinance will create more consistency for applicants in design review decisions made by the City and will result in a reduced workload for City staff; and

WHEREAS, this ordinance is exempt from the California Environmental Quality Act (15305) as it will not have a significant impact on the environment.

NOW, THEREFORE, the City Council of the City of Carmel-by-the-Sea does hereby adopt this ordinance with the attached revisions to the Municipal Code and Zoning Code/Local Coastal Implementation Plan.

SEVERABILITY

If any part of this ordinance, even as small as a word or phrase, is found to be unenforceable such finding shall not affect the enforceability of any other part.

EFFECTIVE TIME PERIOD

This ordinance shall become effective thirty (30) days after final passage and adoption, or upon certification by the California Coastal Commission, which ever occurs last.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of July, 2009 by the following roll call vote:

AYES:	COUNCIL MEMBER:	ROSE; SHARP; TALMAGE; McCLOUD
NOES:	COUNCIL MEMBER:	HAZDOVAC
ABSENT:	COUNCIL MEMBER:	NONE

SIGNED,

SUE McCLOUD, MAYOR

ATTEST:

Heidi Burch, City Clerk

Attachment "A"

17.52.060 Duties and Powers of the Planning Commission.
The Planning Commission as the designated planning agency of the City shall have the following power and responsibilities:
A. To develop and maintain a General Plan.
B. To develop specific plans, master plans and area plans as may be necessary or desirable.
C. To periodically, at least once each fiscal year, review the capital improvement program of the City.
D. To determine the consistency of capital improvements projects and programs with the General Plan.
E. To prepare an annual report to the City Council on the status of the General Plan and progress in its application.
F. To interpret the meaning and intent of the City's land use code.
G. To hear and render decisions on appeals of discretionary decisions made by administrative officials.
H. To review environmental impact reports and initial studies.
I. To conduct public hearings, review evidence and determine requests for use permits, variances, lot line adjustments, subdivisions, rezones and land use code amendments.
J. To act on design review and design study applications ~~for those projects involving issuance of a land use permit~~.
K. To act on projects subject to coastal permit requirements when such projects are within the categories listed above.
L. To review the water management plan annually.

17.52.160 Planning Commission ~~and Design Review Board~~ Procedures.
A. Purpose. It is the purpose of this section to establish uniform minimum procedures to be followed by the Planning Commission ~~and the Design Review Board~~ for all projects subject to their review. This section shall not preclude the Commission ~~or Board~~ from adopting additional procedures as necessary for the completion of their duties.
B. Permit Issuance – Review of Plans. No building permit, license or other required permit for any structure, site development or land use shall be issued prior to Planning Commission ~~or Design Review Board~~ approval if any form of Commission ~~or Board~~ review is required for said improvement by this code. The Director shall ensure that development is executed and completed according to the approved plans.
C. Conduct of Meetings. The Planning Commission shall meet at least once each month and may establish a more frequent schedule as needed. ~~The Design Review Board shall meet at least once each month and may establish a more frequent schedule as needed.~~ The Commission ~~and Board~~ shall keep minutes of all meetings and complete records of all examinations, findings and other official actions, together with a record of all facts pertinent to the cases submitted for their approval.
D. Public Participation. Actions on all applications considered by the Planning Commission ~~or the Design Review Board~~ shall be open to public testimony. Written comments received from the public will be accepted and entered into the written record accompanying each matter considered by the Commission or the Board. The Commission ~~or Board~~ shall consider written and oral testimony insofar as they provide factual information related to the matter before the approval body and the specific criteria established for review of the application by this title.
E. Decision. Decisions of the Planning Commission ~~and the Design Review Board~~ shall be reached by an affirmative vote of a majority of its members present. A quorum for each approval body shall consist of three members. All Commission ~~and Board~~ decisions shall be based on consideration of the facts presented to it by the applicant, City staff, and members of the public and consideration of all goals, objectives, policies, criteria and standards established in City planning documents and ordinances. Unless otherwise authorized under the municipal code, the Commission ~~and Board~~ shall not have the authority to waive or modify the site

development requirements of this title or the requirements of any other applicable City ordinances.

F. Reports on Final Actions. All actions approving or denying applications shall be made in writing and shall include all findings necessary to support said action. Approvals shall include all findings required by the sections of the municipal code related to the project being approved. Approvals may be granted in whole or in part, with or without conditions necessary to assure the intent and purpose of all applicable policies, standards and guidelines.

G. Reports and Investigations. Reports and investigations may be required by the Planning Commission ~~or the Design Review Board~~ prior to approval of any project. The Commission ~~and the Design Review Board~~ shall have the authority to request reports or investigations from the City Forester, City Engineer, Public Works Director, Building Official, Director or other department heads or commissions in writing prior to approval of any project.

H. Appeals. All final actions of the Planning Commission ~~or the Design Review Board~~ may be appealed to the City Council in accordance with Chapter 17.54 CMC, Appeals. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

17.52.170 Time Limits on Approvals and Denials.

All applications approved by City staff, the Planning Commission~~, the Design Review Board~~ or by the City Council on appeal have a limit on the time that the approval remains valid. Permits or other approvals granted by these approval bodies or by the Historic Resources Board that are not implemented within these time limits become void.

B. General Limits. Unless otherwise stated on the permit, or indicated as a condition of approval by the approving body, the following time limits shall apply commencing upon the date of action by the City staff, Planning Commission, ~~Design Review Board~~ or final City Council action:

1. Commercial design review – 18 months;
2. Commercial business use permit – six months;
3. Other commercial district use permits – 18 months;
4. Variances – 12 months;
5. Signs – three months;
6. Residential design study – 12 months;
7. Residential district use permits – 12 months;
8. Lot line adjustments – six months; and
9. Subdivisions – 24 months.

C. Time Extensions. The Director may grant one extension of a time limit, equal in length to the original time limit for those approvals not subject to a public hearing. Similarly, the Planning Commission, ~~Design Review Board~~ or Historical Preservation Board, as appropriate, may administratively grant one extension for approvals originally subject to a public hearing. If, since the date of the original approval, the conditions surrounding the original approval have changed, or the General Plan, municipal code or Local Coastal Plan Program has been amended in any manner which causes the approval to be inconsistent with these plans or codes, no time extension or renewal shall be granted for any approval.

CMC 17.54.010 Conclusive Decision – Appeal Period.

C. The findings and actions of the Planning Commission, ~~the Design Review Board,~~ and the Forest and Beach Commission shall be final and conclusive from and after the date of final action unless an appeal is filed with the City Council pursuant to CMC 17.54.040(C), Appeals to the City Council or the Coastal Commission pursuant to CMC 17.54.040(D) and 17.54.050.

17.54.040 Filing Appeals

C. Appeals to the City Council. Decisions to approve or deny projects made by the Planning Commission, Forest and Beach Commission, ~~the Design Review Board~~, or the Historic Resources Board may be appealed to the City Council by filing a notice of appeal in writing in

the office of the City Clerk within 10 working days following the date of action by the decision-making body and paying the required filing fee as established by City Council resolution.

17.54.080 Appeals.

A. Appeals of Decisions on Permits. Any decision to approve, deny or conditionally approve any permit made by the Director, the City Forester, the Planning Commission, ~~or the Design Review Board~~ or the Historic Resources Board may be appealed by any aggrieved party. Coastal Commissioners may appeal these decisions pursuant to CMC 17.54.020 and 17.54.050.

CMC 17.58.020 General Requirements and Responsibilities.

B. Coordination of Review Bodies. For any proposed major alteration affecting an historic resource in the commercial and R-4 districts, the Director shall schedule a review of the project plans by the Historic Resources Board for a determination of consistency with the Secretary of Interior's standards. If the site assessment shows that trees will be affected by the project, the Director shall forward the plans to the City Forester for processing.

Any reviews by the Forest and Beach Commission and/or Historic Resources Board that are required for a project shall occur prior to consideration of the project by the Director~~, Design Review Board~~ or the Planning Commission. The procedures established in Chapter 17.32 CMC, Historic Preservation, shall be followed if the project would affect a historic resource or if it is unknown whether the property contains a historic resource.

D. Design Review Responsibilities. The Planning Commission shall conduct design review for all non-administrative projects ~~a use permit, variance, subdivision, lot line adjustment or other land use permit and for all projects subject to environmental review. Design review for all other projects shall be conducted by the Design Review Board or the Director pursuant to the specific requirements of this chapter~~. The Director may require the ~~Design Review Board or~~ Planning Commission to review for any application that raises new policy issues or presents unusual circumstances not addressed by adopted policies, guidelines, or review criteria.

E. Design Review Standards. When conducting design review the Department, ~~Design Review Board,~~ or the Planning Commission shall use the design guidelines adopted by the City Council as the basis for review. The decision-making entity responsible for design review shall consider the conformance of the application to the standards set forth in and promulgated under this title, and may either approve, deny or modify an application for design review. However, no modification may be made that is not consistent with any other requirement of this title. Specific zoning standards and criteria are established in each zoning district, overlay district, specific plan area, special district, or community plan area. These shall be coordinated with the guidelines in reviewing projects.

17.58.030 Commercial Design Review.

2. Procedures. Within 30 days of the receipt of a complete application for a commercial administrative permit, the Director shall review the proposed project for compliance with the standards and regulations of the CMC, the Coastal Implementation Plan, General Plan policies, commercial design guidelines, public way improvement design guidelines, and other applicable adopted design criteria. The Director may approve the application if all zoning standards are met and the project is consistent with all design guidelines. The Director shall refer for action by the Planning Commission ~~Design Review Board~~ any application for a project that does not comply with applicable adopted design guidelines and design criteria. Any proposed storefront remodels/alteration to a structure located within the downtown conservation district shall be reviewed by the Historic Preservation Board. The Director shall deny any application for a commercial track one permit that does not comply with the CMC, the Coastal Implementation Plan or the General Plan/Coastal Land Use Plan.

B. Commercial District Track Two Design Review. This is a discretionary process for reviewing substantial design changes in commercial zoning districts and the R-4 district. The Planning Commission shall conduct design review under this section. ~~for any project that requires a use permit, variance, or other land use permit. The Design Review Board shall conduct design review of all other projects subject to design review under this section.~~

17.58.040

3.b. Projects that comply with zoning regulations but do not comply with the design objectives or residential design guidelines will be referred to the Planning Commission ~~Design Review Board~~ for resolution or shall be redirected into track two.

B. Residential Track Two Design Study. Track two is a discretionary review process for projects that require a public hearing with the Planning Commission. ~~Projects that require a demolition permit, use permit, variance, or other land use permit or environmental review shall be reviewed by the Planning Commission. The Design Review Board shall take action on all other projects that require track two review. All track two projects are subject to the coastal development permit requirements of the certified LCP, and a track two design study approval shall constitute a coastal development permit~~. All track two projects shall require public notice and a hearing pursuant to CMC 17.52.110, Notice of Public Hearing.

b. ~~Design Review Board or~~ Planning Commission Review. Within 30 days of receiving a complete application, the Director shall schedule the project for a hearing and review of the design concept plans by the ~~Design Review Board or~~ Planning Commission. Public notice shall be provided in compliance with the requirements of CMC 17.52.110, Notice of Public Hearing:

B.i. The ~~Design Review Board or~~ Planning Commission shall review the proposed site design, basic massing, and other elements of the design concept for compliance with the City's design concept guidelines and the findings required in CMC 17.64.080, Design Study Approval. At the conclusion of this review the ~~DRB or~~ PC shall either (1) accept the design concept as submitted, (2) provisionally accept the design concept and provide direction to the applicant on plan revisions necessary to achieve compliance with the design guidelines and/or zoning standards, or (3) continue design concept for preparation of a new design concept if it is substantially out of compliance with the zoning standards or the design guidelines. Applicants unwilling to make the revisions directed by the DRB/PC in a provisionally accepted concept design or continued design concept may request denial of the project so that an appeal may be filed. A denial shall not be complete until findings are adopted.

ii. Projects involving a historic resource shall require a determination of consistency pursuant to CMC 17.32.140. All project approvals shall be consistent with the Secretary of Interior's Standards for Rehabilitation except as provided in CMC 17.30.010. Following action by the Historic Preservation Board, the project shall be scheduled for design concept and final details review by the Planning Commission ~~or the Design Review Board~~ consistent with this chapter.

17.58.060 Findings Required.

A. Authority. The Director, ~~the Design Review Board~~, Historic Preservation Board, or the Planning Commission as applicable to the project, shall have the authority to approve, approve with modifications and/or conditions, or deny an application for design review based on written findings stating the reasons for the action. Findings shall be based on information in the record.

B. Findings for Design Review Approval. Before approving an application for design review in any district, the Director, ~~the Design Review Board~~, Historic Preservation Board, or the Planning Commission shall find that the final design plans:

C. Additional Findings for Design Study Approval. In addition to any other findings required by this code (see CMC 17.64.080, Design Study Approval), the ~~Design Review Board or~~ Planning Commission shall make all of the following findings before granting design review approval in the R-1 district:

D. Findings Required for Approval of Deviations from Design Guidelines. In addition to any other findings required by this code, before approving any project in the single-family residential (R-1) district that deviates from the City's applicable adopted design guidelines, the Director, ~~Design Review Board,~~ Historic Preservation Board, or the Planning Commission shall adopt specific findings based on information in the record to show how the proposed deviation from the design guidelines achieves all of the applicable design objectives of CMC 17.58.010, Purpose and Applicability, as well as, or better than, would be achieved by adherence to the adopted design guidelines. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

17.58.070 Enforcement.

No building or grading permit shall be issued until the applicant submits a final site plan and building permit plans showing any changes required as a condition of design review approval. Staff shall review all building permit applications for projects subject to design review for compliance with approved design review plans and any conditions of approval. The Director may refer building permit plans to the ~~Design Review Board or~~ the Planning Commission for a determination of compliance with conditions of approval. After determining that the site plan and building plans comply with all conditions of approval, the Director shall forward copies of the approved plans to the Building Official. All future development shall comply with the approved building permit plans unless modifications or changes are approved pursuant to the requirements of this code.

~~*CMC Chapter 2.30*~~
~~*DESIGN REVIEW BOARD*~~

~~Sections:~~
~~2.30.010 Establishment of Board.~~
~~2.30.020 Membership and Criteria for Appointment.~~
~~2.30.030 Appointment Process.~~
~~2.30.040 Termination of Members.~~
~~2.30.050 Bylaws, Policies, Rules and Procedures.~~
~~2.30.060 Duties, Responsibilities and Authority.~~

~~2.30.010 Establishment of Board.~~

~~There hereby is created and established the Design Review Board for the City of Carmel-by-the-Sea. (Ord. 2000-10 § 1, 2000).~~

~~2.30.020 Membership and Criteria for Appointment.~~

~~A. The Design Review Board shall consist of five members each of whom shall be appointed to serve a four-year term.~~
~~B. In establishing these criteria for appointment, the City Council seeks to insure that the Design Review Board appointees both support and will advocate for the enhancement and preservation of Carmel-by-the-Sea as "primarily, essentially and predominately a residential City..." With this being the City Council's intention:~~
~~1. All members of the Design Review Board shall be residents and electors of the City.~~
~~2. All members, if possible, should share varied backgrounds and experience in architecture, historical architecture, design art, landscaping or construction/building industry or any combination thereof. (Ord. 2000-10 § 1, 2000).~~

~~2.30.030 Appointment Process.~~

~~A. Members of the Design Review Board shall be appointed in accordance with City Council policy adopted by resolution of the Council.~~
~~B. Terms of members shall be staggered so that no more than two terms shall expire in any one year. Appointments shall be, where possible, made prior to the beginning of the term of office in order that the new member(s) shall be able to become familiar with the functions of~~

~~the Board prior to being seated. Terms of office for new members shall begin at the commencement of the first regular meeting in the month of October of the appropriate year. Terms of office for outgoing members shall end simultaneously. The newly appointed members shall be sworn in by the City Clerk. (Ord. 2000-10 § 1, 2000).~~

~~**2.30.040 Termination of Members.**~~

~~A member of the Design Review Board shall be terminated only under the following circumstances:~~

~~A. The member ceases to be a resident or an elector of the City.~~

~~B. The member is ill or absent from the City and unable to attend three consecutive regular Board meetings, but fails to so notify either the Chairperson, Vice Chairperson, or the Director of the Department of Community Planning and Building.~~

~~C. The member, when neither ill nor absent from the City, fails to attend three consecutive regular Board meetings.~~

~~D. The member is terminated by a majority vote of the City Council. (Ord. 2000-10 § 1, 2000).~~

~~**2.30.050 Bylaws, Policies, Rules and Procedures.**~~

~~The Design Review Board shall adopt or maintain bylaws, policies, rules and procedures governing parliamentary actions. The bylaws shall be filed with the City Clerk. (Ord. 2000-10 § 1, 2000).~~

~~**2.30.060 Duties, Responsibilities and Authority.**~~

~~The Design Review Board shall have the duties defined in CMC Title 17 and is formed generally to review residential, commercial and public works projects involving construction of new dwellings, substantial alterations and projects that do not qualify for administrative review and do not involve land use or variances. (Ord. 2000-10 § 1, 2000).~~

CMC 17.10.030.A

1. Detached Garages and Carports. To encourage variety and diversity in neighborhood design, detached garages and carports may be authorized by the Planning Commission ~~or the Design Review Board~~ within rear yard setbacks or front or side yard setbacks facing a street, subject to the following standards:

a. Front or Side Yard Setback Facing a Street. The ~~Design Review Board or~~ Planning Commission may authorize a single-car, detached garage or carport not exceeding 12 feet in width, 250 square feet in floor area and 15 feet in height in either the front yard setback or a side yard setback facing a street (but not both) if:

i. At least 50 percent of the adjacent right-of-way is landscaped or preserved in a natural and forested condition to compensate for the loss of open space;

ii. The proposed setback encroachment would not impact significant or moderately significant trees;

iii. Free and safe movement of pedestrians and vehicles in adjacent rights-of-way is protected;

iv. All development on site will be in scale with adjacent properties and the neighborhood context consistent with adopted design guidelines; and

v. Placement of the garage or carport in the setback will add diversity to the neighborhood streetscape.

b. Interior Side Yard Setback and/or Rear Setback. Detached garages may encroach into an interior side yard setback, rear yard setbacks, or both, if limited to 15 feet in height, the setback encroachment would not impact significant or moderately significant trees, and the garage location/design complies with design guidelines.

Table 17.10-G: Maximum Track One Fence and Wall Heights				
	Setback Location			
Design Element	Front Setback	Side Setback	Side Setback Facing Street	Rear Setback
Fence	4 feet*	6 feet	4 feet*	6 feet
Garden Wall	3 feet*	6 feet	3 feet*	6 feet
Retaining Wall	3 feet**	6 feet	3 feet**	6 feet
Pillars and Gates	6 feet	N/A	6 feet	N/A
Arbor/Trellis	7 feet	7 feet	7 feet	7 feet

* These limits shall not be altered through Design Review by the ~~Design Review Board or~~ Planning Commission.

CMC 17.30.010 Demolition or Rebuilding of Buildings.
Except when required for the emergency protection of public health or safety as determined by the City Administrator in consultation with the Building Official, no permit authorizing the demolition of any building within any district shall be issued until reviewed by the Planning Commission ~~or Design Review Board~~ in accordance with the findings established in CMC 17.64.070, Demolition and Conversion of Residential Structures (if applicable). No permit for demolition shall be approved without the concurrent review and approval of replacement construction for the site. If the structure or site is identified as an historic resource, the demolition is prohibited except when approved by the Historic Resources Board and the Planning Commission consistent with the findings established in CMC 17.64.050. All related land use, design review and environmental review approvals and the processes established in Chapter 17.32 CMC, Historic Preservation, also shall be followed. The demolition or relocation of any structure shall require a coastal development permit. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

CMC 17.40.010
C. Prohibit all signs not expressly permitted by this chapter unless authorized by specific action of the Planning Commission ~~Design Review Board~~. Prohibited signs and displays include those which are visible from exterior areas accessible to pedestrians and which are flashing, self-illuminated, neon, phosphorescent, glossy, incorporate internal lights or movement or that include strings of small lights around doors or windows. Also prohibited are exterior signs, displays or other installations that include balloons, streamers, or other notice-attracting appendages. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

17.40.020
B. Planning Commission Approval. Signs which, in the opinion of the Director, require exception from the standards described in this chapter shall be reviewed by the Planning Commission ~~Design Review Board~~. The Planning Commission ~~Design Review Board~~ also shall review all business signs painted, etched or otherwise applied to glass, all signs made of plastics, fabric or imitation wood and all signs of architectural, cultural, and historical significance. The Commission ~~Board~~ may grant exceptions only to the number, location and design of business signs. The following criteria must be satisfied to grant the exception:

C. No Permit Required. The following signs on private property do not require a permit if they meet the purpose, objectives, and standards in this chapter as determined by the Director:

interior signs, alarm system identification signs, house/occupant name, no soliciting/no handbills, garage/rummage/estate sale, home business, public information signs (exit, restroom, elevator, etc.) and a variety of temporary signs as identified in this chapter. Signs which, in the opinion of the Director, are out of the ordinary or which do not meet the purpose, objectives and standards of this chapter shall be removed or referred to the Planning Commission ~~Design Review Board~~ for review.

CMC 17.48.080.A

4. Tree Quality. Replacement trees shall be of substantial size, caliper, and height to produce an immediate visual impact and reduce the incidence of unauthorized removal. Replacement trees shall be a minimum 24-inch box size except for Monterey Pines which shall be a minimum 15-gallon size. Larger sizes may be required by the Forest and Beach Commission, or the Planning Commission ~~or the Design Review Board~~ based in specific design considerations applicable to the project. The City Forester may authorize the use of smaller sizes when trees meeting these standards, or meeting specific conditions of approval, are unavailable.

~~**CMC 17.52.050 Duties and Powers of the Design Review Board.**~~

~~The Design Review Board shall have the following duties and responsibilities:~~

~~A. To conduct public hearings, review evidence and act on permit applications not reserved to the Planning Commission, Historic Resources Board or to the Director.~~

~~B. To act on commercial district design review applications not involving any land use permit pursuant to CMC 17.58.030, Commercial Design Review.~~

~~C. To act on residential design studies for projects not involving any land use permit pursuant to CMC 17.58.040, Residential Design Review.~~

~~D. To act on projects subject to coastal permit requirements pursuant to Chapter 17.58 CMC, Design Review, when such projects are within the categories listed above. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).~~

CERTIFICATION OF ORDINANCE

I, HEIDI BURCH, the undersigned City Clerk of the City of Carmel-by-the-Sea, California, do hereby certify that the foregoing is a true and correct copy of Ordinance 2009-07 which was adopted on second reading on the 7th day of July, 2009 and published in the *Pine Cone* on July 10, 2009 pursuant to the laws of the State of California and the City of Carmel-by-the-Sea.

DATED this 10th day of July, 2009.

Heidi Burch, City Clerk

CITY OF CARMEL-BY-THE-SEA

STAFF REPORT

TO: **MAYOR McCLOUD AND COUNCIL MEMBERS**

FROM: **RICH GUILLEN, CITY ADMINISTRATOR**

DATE: **7 JULY 2009**

SUBJECT: **CONSIDERATION OF AN ORDINANCE TO REVISE THE MUNICIPAL CODE AND ZONING ORDINANCE/LOCAL COASTAL IMPLEMENTATION PLAN RETURNING ALL DESIGN AND LAND USE RESPONSIBILITIES TO THE PLANNING COMMISSION (SECOND READING)**

RECOMMENDATION

Adopt the attached ordinance that revises relevant sections of the Municipal Code.

BACKGROUND

Carmel Municipal Code (CMC) chapter 17.52.060 establishes the duties and powers of the Planning Commission while CMC chapter 17.52.050 establishes the duties and powers of the Design Review Board that was established in December 2000. The Board's role is limited to the review of design applications not involving other land use permits (i.e. variances, conditional use permits, subdivisions, etc). Prior to 2001, there was only a Planning Commission. The attached ordinance would return all responsibilities to the Planning Commission.

The Design Review Board is referenced throughout the zoning ordinance. The attached ordinance includes strikeouts where the Board is listed and includes some new text, shown in underline, to clarify the duties of the Planning Commission. This ordinance will require a Local Coastal Program amendment by the California Coastal Commission.

STAFF REVIEW

At the Special February 4, 2009 City Council meeting on the mid-year budget, the City Administrator recommended returning all land use and design responsibilities to the Planning Commission. Following are some of the reasons for this recommendation:

1. Changing demographics: Carmel does not have the qualified applicant pool that it once enjoyed due to the high number of second home owners and our sizable retired community. There are three positions on both the Planning Commission and the Design Review Board that expire this October -- a total of six. One Commission member has already moved from the area and two others have indicated their desire to "retire".

   Some whose terms expire may wish to be reappointed. If not, Carmel-by-the-Sea faces a virtually impossible task of finding qualified candidates who must be Carmel-by-the-Sea residents and voters. Keeping Carmel "Carmel" depends on the application and understanding of both our Design Guidelines and codes. Openings for this year's Boards and Commissions have been posted since the first of the year.

2. Reduced staff workload: An additional benefit is a reduced workload for the four-member staff (two of whom are planners), as it will have one fewer Board to manage. The Planning staff currently is responsible for the regular and special meetings of the Planning Commission, Design Review Board, Historic Resources Board and the Forest and Beach Commission, which amounts to preparing for a minimum of one meeting per week.

3. Consistency: This ordinance will simplify the design review process by creating a single decision-making body, as existed before 2001. This also will ensure consistency for applicants in how the City interprets and applies its design guidelines and criteria. There had been talk about the need for a joint meeting of the two bodies, as there has been inconsistency on design decisions: e.g. design elements such as mass and bulk, windows and skylights, to name a few.

4. Decrease in revenue from Building Permits and Fees: Annual revenues in the past few years were in excess of $300,000. Since the decrease in construction, revenues and related fees have fallen approximately 40%. Spec projects are not being built and projects are smaller and simpler.

For the above reasons, staff recommends adoption of this ordinance.

Chapter 2.30

DESIGN REVIEW BOARD

Sections:

2.30.010 Establishment of Board.
2.30.020 Membership and Criteria for Appointment.
2.30.030 Appointment Process.
2.30.040 Termination of Members.
2.30.050 Bylaws, Policies, Rules and Procedures.
2.30.060 Duties, Responsibilities and Authority.

2.30.010 Establishment of Board.

There hereby is created and established the Design Review Board for the City of Carmel-by-the-Sea. (Ord. 2000-10 § 1, 2000).

2.30.020 Membership and Criteria for Appointment.

A. The Design Review Board shall consist of five members each of whom shall be appointed to serve a four-year term.

B. In establishing these criteria for appointment, the City Council seeks to insure that the Design Review Board appointees both support and will advocate for the enhancement and preservation of Carmel-by-the-Sea as "primarily, essentially and predominately a residential City..." With this being the City Council's intention:

1. All members of the Design Review Board shall be residents and electors of the City.

2. All members, if possible, should share varied backgrounds and experience in architecture, historical architecture, design art, landscaping or construction/building industry or any combination thereof. (Ord. 2000-10 § 1, 2000).

2.30.030 Appointment Process.

A. Members of the Design Review Board shall be appointed in accordance with City Council policy adopted by resolution of the Council.

B. Terms of members shall be staggered so that no more than two terms shall expire in any one year. Appointments shall be, where possible, made prior to the beginning of the term of office in order that the new member(s) shall be able to become familiar with the functions of the Board prior to being seated. Terms of office for new members shall begin at the commencement of the first regular meeting in the month of October of the appropriate year. Terms of office for outgoing members shall end simultaneously. The newly appointed members shall be sworn in by the City Clerk. (Ord. 2000-10 § 1, 2000).

2.30.040 Termination of Members.

A member of the Design Review Board shall be terminated only under the following circumstances:

A. The member ceases to be a resident or an elector of the City.

B. The member is ill or absent from the City and unable to attend three consecutive regular Board meetings, but fails to so notify either the Chairperson, Vice Chairperson, or the Director of the Department of Community Planning and Building.

C. The member, when neither ill nor absent from the City, fails to attend three consecutive regular Board meetings.

D. The member is terminated by a majority vote of the City Council. (Ord. 2000-10 § 1, 2000).

2.30.050 Bylaws, Policies, Rules and Procedures.

The Design Review Board shall adopt or maintain bylaws, policies, rules and procedures governing parliamentary actions. The bylaws shall be filed with the City Clerk. (Ord. 2000-10 § 1, 2000).

2.30.060 Duties, Responsibilities and Authority.

The Design Review Board shall have the duties defined in CMC Title 17 and is formed generally to review residential, commercial and public works projects involving construction of new dwellings, substantial alterations and projects that do not qualify for administrative review and do not involve land use or variances. (Ord. 2000-10 § 1, 2000).

c. Whether the project is exempt from CEQA;

d. Whether a coastal development permit is required; and

e. Whether the project is appealable to the Coastal Commission per CMC 17.54.020.

2. The review of development permit applications for projects that are not subject to environmental review or for which a negative declaration has been prepared and adopted shall be completed within 60 days of the date the application is complete. However, if the applicant modifies the application, or if the applicant submits a written request for a time extension, the maximum time period for review may be extended for up to 90 additional days.

3. The preparation and certification of the final environmental impact report (EIR) for projects that are subject to environmental review or for which an EIR is needed, shall be completed within one year of the date that an application is accepted as complete. Upon the mutual consent of the Director and the project sponsor, this one-year time limit may be extended once for a period of not more than 90 days pursuant to CEQA Guidelines Section 15108. City action on such projects shall be completed within 180 days of the certification of the EIR unless the time for preparation of the EIR has been extended. In that case, City action is required within 90 days of certification. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

17.52.030 Duties and Powers of the Director.

The Director shall be responsible for implementing the Carmel-by-the-Sea General Plan and administering CMC Title 17, "Coastal Implementation Plan and Zoning Ordinance," of the Carmel-by-the-Sea Municipal Code. The Director shall have the following power and responsibilities:

A. To approve all administrative permits issued pursuant to this title.

B. To determine the applicable land use classification(s) of existing and proposed uses.

C. To issue business licenses.

D. To approve a change in use, provided the proposed use is permitted without condition.

E. To determine applicable categories for the processing of development applications including whether a project is subject to requirements for development permits, and if so, whether the permit is appealable to the Coastal Commission. The Director's determination of coastal development permit category may be appealed in compliance with Chapter 17.54 CMC, Appeals, and California Code of Regulations Section 13569.

F. To approve the merger or consolidation of lots or lots and lot fragments pursuant to CMC 17.10.040(B), Lot Mergers.

G. To make environmental determinations regarding the use of exemptions and whether environmental review is required for discretionary permits.

H. To administer Carmel-by-the-Sea's water management program.

I. To review public works projects for consistency with Carmel-by-the-Sea's General Plan and Local Coastal Program.

J. To ensure that development is executed and completed according to the approved plans and that all permit conditions and mitigations are fully implemented and carried out in a timely manner.

K. To ensure that public notice requirements are met for deliberation on all administrative permits and all permits to be issued by the Historic Resources Board, the Design Review Board or the Planning Commission.

L. To refer any decision to an appropriate higher level, including the Historic Resources Board, the Design Review Board, the Planning Commission, or the City Council.

M. To authorize temporary uses of private property in compliance with CMC 17.52.100(I), Temporary Events.

N. To issue emergency coastal permits in compliance with CMC 17.52.180. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

17.52.040 Director Approved Temporary Uses.

Director approved temporary uses may be granted in the situations described in CMC 17.52.100(I). (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

17.52.050 Duties and Powers of the Design Review Board.

The Design Review Board shall have the following duties and responsibilities:

A. To conduct public hearings, review evidence and act on permit applications not reserved to the Planning Commission, Historic Resources Board or to the Director.

B. To act on commercial district design review applications not involving any land use permit pursuant to CMC 17.58.030, Commercial Design Review.

C. To act on residential design studies for projects not involving any land use permit pursuant to CMC 17.58.040, Residential Design Review.

D. To act on projects subject to coastal permit requirements pursuant to Chapter 17.58 CMC, Design Review, when such projects are within the categories listed above. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

17.52.060 Duties and Powers of the Planning Commission.

The Planning Commission as the designated planning agency of the City shall have the following power and responsibilities:

A. To develop and maintain a General Plan.

B. To develop specific plans, master plans and area plans as may be necessary or desirable.

C. To periodically, at least once each fiscal year, review the capital improvement program of the City.

D. To determine the consistency of capital improvements projects and programs with the General Plan.

E. To prepare an annual report to the City Council on the status of the General Plan and progress in its application.

F. To interpret the meaning and intent of the City's land use code.

G. To hear and render decisions on appeals of discretionary decisions made by administrative officials.

H. To review environmental impact reports and initial studies.

I. To conduct public hearings, review evidence and determine requests for use permits, variances, lot line adjustments, subdivisions, rezones and land use code amendments.

J. To act on design review and design study applications for those projects involving issuance of a land use permit.

K. To act on projects subject to coastal permit requirements when such projects are within the categories listed above.

L. To review the water management plan annually. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

17.52.070 Variances.

Only the development standards listed below shall be subject to modification through issuance of a variance:

A. Maximum site coverage and minimum open space regulations;

B. Minimum street frontage regulations;

C. Maximum height regulations;

D. Minimum front, side or rear yard setback dimensions; and

E. Minimum parking requirements.

All variances require approval by the Planning Commission. Only when the findings listed in CMC 17.64.210, Variance, can be supported shall the Planning Commission grant a variance. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

17.52.080 Use Permits.

When findings required in Chapter 17.64 CMC, Findings Required for Permits and Approvals, can be supported, the Planning Commission may issue use permits for the following:

A. Uses which are expressly permitted by this code upon the issuance of such a permit;

B. Extend the period during which a nonconforming use in any district may be discontinued without the property owner losing his right to reestablish such nonconforming use; provided, however, that such extension shall not exceed six months;

C. Allow the commercial extraction of natural materials;

D. Permit the use of a parcel of land having an average slope of 30 percent or greater as measured from any one property line to another to be used as a building site. Through the use permit process, the following issues shall be addressed:

1. Slope stability, both long-term and during construction;

2. Site access for occupants, vehicles and emergency response services;

3. Site drainage and erosion, both long-term and during construction;

4. Impacts from proposed grading and construction activity on soils, vegetation and environmental resources;

5. Impacts on public and private views.

E. Permit an exterior display of specific merchandise in a specific, defined area on private property in the commercial district, providing all of the following conditions exist:

1. The proposed area of merchandise display is not out of scale or incompatible with surrounding uses or with the use of adjacent open spaces, walkways or rights-of-way;

2. The display is adjacent to and contiguous with the specific use and is representative of the general line of merchandise;

Chapter 17.58

DESIGN REVIEW[1]

Sections:

17.58.010 Purpose and Applicability.
17.58.020 General Requirements and Responsibilities.
17.58.030 Commercial Design Review.
17.58.040 Residential Design Review.
17.58.050 Conditions of Approval.
17.58.060 Findings Required.
17.58.070 Enforcement.

17.58.010 Purpose and Applicability.

A. Purpose. This chapter establishes objectives, standards, and procedures for conducting design review. The intent of these regulations is to promote and maintain the City's special character as a residential village with a compact development pattern that respects and has been strongly influenced by the natural setting and is typified by a visually rich and creative mix of architectural styles. Design review is intended to encourage originality, flexibility, and diversity in design and preserve and enhance the community's existing forest character while preventing unnecessary delays in project approval. More specifically, the design review process is intended to:

1. Promote design that maintains the City's intimate and human scale and complements, rather than overrides, natural constraints;

2. Ensure that the design of new homes, residential additions, and exterior alterations preserves the traditional characteristics of scale, good site design, and sensitivity to neighboring properties;

3. Encourage the construction of residences that are diverse and innovative in design yet compatible with the City's forest setting as well as the site design and materials used in surrounding structures;

4. Promote residential design that respects the privacy, solar, access, and private views of neighboring properties;

5. Maintain a tradition of architectural diversity that enhances the character of the commercial district and adds a lively sense of history to Carmel's village ambiance by promoting commercial building design that respect these traditions; and

6. Encourage originality and invention so long as the results encompass the unifying values of human scale and the use of natural materials and their role in preserving village character and avoid out-of-scale or bizarre building forms or incompatible design.

B. Applicability. Design review is required for (1) specified physical improvements as established throughout this title, (2) new site development as defined in Chapter 17.70 CMC, and any substantial alterations, rebuilding, rehabilitation, new construction, exterior alterations, additions, signs, exterior lighting and landscaping associated with such construction, alterations or additions set forth in this title. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

17.58.020 General Requirements and Responsibilities.

A. Submittal Standards. The Department of Community Planning and Building (the Department) shall establish uniform submittal requirements to enable a full understanding of each project, facilitate review and provide consistency in information for decision-making. Applications for projects subject to design review shall include such information as may be required by the Director. Such information may include, but is not limited to, site plans, floor plans, building sections, exterior elevations, photographs of the subject or abutting properties, perspective or axonometric drawings and/or a model, description of building materials, material and/color samples, exterior lighting, fence plans, sign, drainage plans, landscaping and irrigation plans. Applications requiring design review shall be subject to a fee schedule as established by resolution of the City Council.

B. Coordination of Review Bodies. For any proposed major alteration affecting an historic resource in the commercial and R-4 districts, the Director shall schedule a review of the project plans by the Historic Resources Board for a determination of consistency with the Secretary of Interior's standards. If the site assessment shows that trees will be affected by the project, the Director shall forward the plans to the City Forester for processing.

Any reviews by the Forest and Beach Commission and/or Historic Resources Board that are required for a project shall occur prior to consideration of the project by the Director, Design Review

1. Prior legislation: Code 1975 § 1322, Ords. 159 C.S., 296 C.S., 328 C.S., 83-25, 85-18, 86-3, 90-8, 92-20, 98-13, 2001-03, 2001-09, 2002-10 and 2003-01.

Board or the Planning Commission. The procedures established in Chapter 17.32 CMC, Historic Preservation, shall be followed if the project would affect a historic resource or if it is unknown whether the property contains a historic resource.

C. Public Notice Requirements. For any project that requires preparation of preliminary site assessment pursuant to this section but does not require a public hearing and is not subject to the Coastal Zone notification, the Director shall post notice on the site and at City Hall at least 10 days before a decision.

D. Design Review Responsibilities. The Planning Commission shall conduct design review for all projects that require a use permit, variance, subdivision, lot line adjustment or other land use permit and for all projects subject to environmental review. Design review for all other projects shall be conducted by the Design Review Board or the Director pursuant to the specific requirements of this chapter. The Director may require the Design Review Board or Planning Commission to review for any application that raises new policy issues or presents unusual circumstances not addressed by adopted policies, guidelines, or review criteria.

E. Design Review Standards. When conducting design review the Department, Design Review Board, or the Planning Commission shall use the design guidelines adopted by the City Council as the basis for review. The decision-making entity responsible for design review shall consider the conformance of the application to the standards set forth in and promulgated under this title, and may either approve, deny or modify an application for design review. However, no modification may be made that is not consistent with any other requirement of this title. Specific zoning standards and criteria are established in each zoning district, overlay district, specific plan area, special district, or community plan area. These shall be coordinated with the guidelines in reviewing projects.

F. Prerequisite for Permit Issuance. Permits for projects and for signs that are subject to design review shall not be issued without design review approval pursuant to the requirements of this title. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

17.58.030 Commercial Design Review.

The City has established two tracks for design review of projects proposing new construction, alterations, rebuilds, additions, demolitions, and other exterior design changes in the central commercial (CC), service commercial (SC) and residential and limited commercial (RC) districts and the multifamily residential (R-4) district. Approval of any design review application for a commercial project under this section shall require the decision-making authority to find that the proposed project represents an improvement over existing conditions. All projects approved shall comply with minimum zoning standards established by this title. However, compliance with minimum standards does not constitute a sufficient basis for project approval. Projects also shall be evaluated for compliance with the design guidelines.

A. Commercial District Track One Design Review. The Director may approve track one applications for design changes in all commercial zoning districts and the R-4 district based on a determination that such projects comply with the Zoning Ordinance and all applicable commercial design guidelines and public way design guidelines.

1. Applicability. The following projects may be approved with commercial design review track one design review in the CC, SC, RC, and R-4 districts:

a. Public way improvements;
b. Storefront remodels/alterations;
c. Landscaping;
d. Exterior lighting;
e. Roofing materials and rooftop equipment;
f. Signs; and
g. Exterior flags.

2. Procedures. Within 30 days of the receipt of a complete application for a commercial administrative permit, the Director shall review the proposed project for compliance with the standards and regulations of the CMC, the Coastal Implementation Plan, General Plan policies, commercial design guidelines, public way improvement design guidelines, and other applicable adopted design criteria. The Director may approve the application if all zoning standards are met and the project is consistent with all design guidelines. The Director shall refer for action by the Design Review Board any application for a project that does not comply with applicable adopted design guidelines and design criteria. Any proposed storefront remodels/alteration to a structure located within the downtown conservation district shall be reviewed by the Historic Preservation Board. The Director shall deny any application for a commercial track one permit that does not comply with the CMC, the

Coastal Implementation Plan or the General Plan/ Coastal Land Use Plan.

3. Limits. Track one review for projects involving historic structures or dwellings shall be limited to minor alterations pursuant to CMC 17.32.150.

B. Commercial District Track Two Design Review. This is a discretionary process for reviewing substantial design changes in commercial zoning districts and the R-4 district. The Planning Commission shall conduct design review under this section for any project that requires a use permit, variance, or other land use permit. The Design Review Board shall conduct design review of all other projects subject to design review under this section.

1. Applicability. The requirements of this section apply to all commercial and multifamily residential projects that do not qualify for commercial district track one design review. This process also applies to all referrals from administrative commercial design review, all projects that require an initial study, negative declaration or EIR and to any project that requires a use permit, variance, subdivision or other land use permit including, but not limited to, the following:

a. Construction of new buildings;
b. Additions to existing buildings;
c. New parking facilities; and
d. Installation of antennas.

2. Procedures. Within 30 days of the receipt of a complete application proposing substantial design changes in any commercial zoning district or the R-4 district, the Director shall review the project for compliance with the standards and regulations of the CMC, General Plan policies, the Coastal Implementation Plan, and the commercial design guidelines. Applications subject to design review pursuant to this section shall not require a public hearing unless the project involves a historic structure or dwelling, requires a use permit, variance, subdivision, lot line adjustment, appealable coastal development permit, or other land use permit that requires a hearing in accord with the provisions of this title or State law. All track two projects shall be subject to the CDP requirements of the LCP and a track two design review approval shall constitute a coastal development permit for any project subject to review under this section. Projects involving historic resources shall require a determination of consistency pursuant to CMC 17.32.140. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

17.58.040 Residential Design Review.

The City has established two different residential design review tracks for projects in the single-family residential (R-1) district.

A. Residential District Track One Design Review. Track one is a staff-level discretionary review for projects that do not require a coastal development permit and are exempt from public hearing requirements. Staff shall review projects for compliance with all applicable zoning regulations and standards and for compliance with the residential design guidelines.

1. Applicability. Applications eligible for track one review are limited to the following projects, subject to the restrictions in subsection (A)(2) of this section:

a. Exterior alterations and additions that do not increase existing floor area by more than 10 percent;

b. Changes in exterior materials of structures;

c. Changes in site coverage and/or landscaping;

d. Changes in windows, doors, chimneys and skylights;

e. Fences and walls; and

f. Minor alterations to historic resources per CMC 17.32.150.

2. Restrictions. Track one review shall be limited to projects that:

a. Do not require significant cuts to the roots or limbs of any trees classified by the City Forester as "significant" or "moderately significant";

b. Do not require the demolition or substantial alteration of any dwelling unit;

c. Do not require an initial study, negative declaration or EIR;

d. Are sited and designed to protect public views to and along the ocean and scenic coastal areas.

3. Procedures. Within 30 days of the receipt of a complete application for design review, the Director shall review design concept plans for compliance with the standards and regulations of this code, General Plan policies, residential design review guidelines, and other applicable adopted design criteria and may approve proposed projects that comply with all of the applicable requirements of this code and the residential design guidelines.

a. The Director shall deny any proposed project that does not comply with the Zoning Ordinance/Coastal Implementation Plan or the General

Plan/Coastal Land Use Plan. The Planning Director shall also require track two design review for all projects that are not visually compatible with the character of the surrounding area or those that do not minimize grading and landform alteration.

b. Projects that comply with zoning regulations but do not comply with the design objectives or residential design guidelines will be referred to the Design Review Board for resolution or shall be redirected into track two.

c. Public notice of the Director's decision on a track one project shall be posted at City Hall and on-site for 10 calendar days. Any individual or entity aggrieved by the Director's decision to approve or deny a track one residential district administrative permit may file a written appeal with the Planning Commission Secretary within 10 days of the date that the notice of decision is posted.

B. Residential Track Two Design Study. Track two is a discretionary review process for projects that require a public hearing. Projects that require a demolition permit, use permit, variance, or other land use permit or environmental review shall be reviewed by the Planning Commission. The Design Review Board shall take action on all other projects that require track two review. All track two projects are subject to the coastal development permit requirements of the certified LCP, and a track two design study approval shall constitute a coastal development permit. All track two projects shall require public notice and a hearing pursuant to CMC 17.52.110, Notice of Public Hearing.

1. Applicability. Residential district track two design review is for the construction of new dwellings, rebuilds, substantial alterations and other projects that comply with applicable zoning standards and design review guidelines but do not qualify for track one processing.

2. Procedures. Design review for track two projects is a three-phase process requiring: (1) preliminary site assessment, (2) design concept review, and (3) final details review. The application shall not be deemed complete until the preliminary site assessment has occurred and the City has received a complete application for design concept review. When a use permit, variance, or other land use permit is required, the application shall not be deemed complete until design concept review is completed and the City has received a complete application for final details review and for the applicable land use permit. The procedure for track two projects includes the following:

Step One: Preliminary Site Assessment.

a. Applicability. A preliminary site assessment shall be conducted prior to the submission of design concept plans for the following:

i. All new construction, demolition, and grading over 25 cubic yards;

ii. Residential additions that increase building coverage by more than 200 square feet or 10 percent; and

iii. Any project that will require grading within six feet of any tree classified by the City Forester as "significant" or "moderately significant"; and

iv. Any project involving tree removal or requiring significant cuts to the roots or limbs of any tree classified by the City Forester as "significant" or "moderately significant."

b. Submittal Requirements. The applicant shall submit two copies of a topographic survey prepared by a licensed surveyor or a civil engineer prior to submittal of design plans for design review. The survey shall document property boundaries, topographic contours, the location of all trees over two inches DBH, the outline of all existing structures on the property, the location of any easements, existing access, the edge of pavement for all adjoining streets and all existing areas of site coverage. The survey shall be reviewed with the applicant and/or representative in the field by the City Forester and by the Director. Where topography, soil conditions, street configuration or other factors might require unusual drainage solutions, the City Forester or the Director may call in the Public Works Director for additional review and advice. In addition, the applicant shall deposit with the City an amount adequate to pay for a historic evaluation of any structure, dwelling, or property involved that is at least 50 years or greater in age and for which a determination of eligibility/ineligibility for the Carmel Inventory has not yet been made or is out of date.

c. City Forester Review. During the site visit the Forester shall review all trees on-site, in the adjacent right-of-way, and those which significantly overhang the site from adjacent properties. The Forester shall annotate the survey regarding the following:

i. The species, approximate drip line and state of health of each tree;

ii. Each tree shall be classified as to its significance to the urbanized forest based on its species, health and condition, size, form, character, age and location. Classifications used shall be sig-

nificant, moderately significant and not significant; and

iii. For trees classified as significant or moderately significant the Forester also shall note important limbs that are low enough to encroach into potential building areas and areas where excavation or fill should be avoided to protect roots. Trees classified as significant shall be rated and documented using a standardized tree appraisal form.

d. Director Review. During the site visit, the City Planner shall annotate the survey regarding the following:

i. Design characteristics of the public right-of-way including landscaping, excess paving, and access opportunities or constraints;

ii. Design patterns and context of the immediate neighborhood including number of stories, exterior materials, setbacks, and open space/ landscaping features;

iii. The potential for historic resources to be present on the site;

iv. Potential view and privacy issues on neighboring lots;

v. The potential for using setback exceptions, garden levels, basements, and other features of the Zoning Ordinance; and

vi. Unusual grade conditions or prior excavations that may require an approximation of natural grade in planning the building or calculating heights.

e. Survey Copies. Upon completion of both site visits and transfer of annotations to both copies of the survey, one copy shall be returned to the applicant for use in designing the project. The other copy will be retained by the City for use in reviewing the project. In preparing design concept plans the information on the preliminary site assessment map shall be used to avoid impacts on significant trees and minimize impacts on moderately significant trees. Design concepts shall respond to site constraints and opportunities in a manner consistent with the zoning standards, General Plan, and the adopted design guidelines.

f. Historic Resource Review. Planning staff or a qualified professional shall conduct an initial assessment of historic significance consistent with CMC 17.32.060(B). If there are no historic resources eligible for the Carmel Inventory located on the site, the procedures in CMC 17.32.060(D) shall be followed. If resources are found on the site that appear to meet the criteria for inclusion in the inventory of historic resources, an intensive survey of the property shall be conducted consistent with CMC 17.32.060(C).

Step Two: Design Concept Review.

a. Submittal Requirements. The applicant shall prepare design concept plans including "stick" drawings showing building placement, building form, heights, setbacks, access, approximate placement of windows, decks and balconies, proposed tree removals, rough grading, site coverage and floor area.

b. Design Review Board or Planning Commission Review. Within 30 days of receiving a complete application, the Director shall schedule the project for a hearing and review of the design concept plans by the Design Review Board or Planning Commission. Public notice shall be provided in compliance with the requirements of CMC 17.52.110, Notice of Public Hearing:

i. The Design Review Board or Planning Commission shall review the proposed site design, basic massing, and other elements of the design concept for compliance with the City's design concept guidelines and the findings required in CMC 17.64.080, Design Study Approval. At the conclusion of this review the DRB or PC shall either (1) accept the design concept as submitted, (2) provisionally accept the design concept and provide direction to the applicant on plan revisions necessary to achieve compliance with the design guidelines and/or zoning standards, or (3) continue design concept for preparation of a new design concept if it is substantially out of compliance with the zoning standards or the design guidelines. Applicants unwilling to make the revisions directed by the DRB/PC in a provisionally accepted concept design or continued design concept may request denial of the project so that an appeal may be filed. A denial shall not be complete until findings are adopted.

ii. Projects involving a historic resource shall require a determination of consistency pursuant to CMC 17.32.140. All project approvals shall be consistent with the Secretary of Interior's Standards for Rehabilitation except as provided in CMC 17.30.010. Following action by the Historic Preservation Board, the project shall be scheduled for design concept and final details review by the Planning Commission or the Design Review Board consistent with this chapter.

Step Three: Final Details Review.

a. Final Action. The Board or Commission shall take final action on the application after the applicant submits the final design plans for

review consistent with the City's "Residential Design Guidelines: Final Details Review" and the findings required in CMC 17.64.080, Design Study Approval. For projects involving additions or alterations to historic resources or limited changes to nonhistoric structures, the Director may authorize concept review and final details review to occur at the same meeting.

3. Appeal. Any individual or entity aggrieved by the Board or Commission's decision to approve or deny a residential track two design study approval may file a written appeal pursuant to the requirements of Chapter 17.54 CMC, Appeals. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

17.58.050 Conditions of Approval.

In approving any application for design review, the decision-making authority may impose any conditions deemed necessary to:

A. Ensure conformance with the policies of the General Plan and the Local Coastal Program;

B. Comply with all applicable provisions of this code;

C. Implement applicable adopted design review guidelines;

D. Require mitigation for unavoidable impacts resulting from the development.

The decision-making authority may not impose any condition or require any modification that is not consistent with any other requirement of the municipal code. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

17.58.060 Findings Required.

A. Authority. The Director, the Design Review Board, Historic Preservation Board, or the Planning Commission as applicable to the project, shall have the authority to approve, approve with modifications and/or conditions, or deny an application for design review based on written findings stating the reasons for the action. Findings shall be based on information in the record.

B. Findings for Design Review Approval. Before approving an application for design review in any district, the Director, the Design Review Board, Historic Preservation Board, or the Planning Commission shall find that the final design plans:

1. Conform to the applicable policies of the General Plan and the Local Coastal Program;

2. Comply with all applicable provisions of this code; and

3. Are consistent with applicable adopted design review guidelines.

C. Additional Findings for Design Study Approval. In addition to any other findings required by this code (see CMC 17.64.080, Design Study Approval), the Design Review Board or Planning Commission shall make all of the following findings before granting design review approval in the R-1 district:

1. The project conforms with all zoning standards applicable to the site, or has received appropriate use permits, variances or exceptions consistent with the Zoning Ordinance.

2. The project contributes to neighborhood character including the type of forest resources present, the character of the street, the response to local topography and the treatment of open space resources such as setbacks and landscaping.

3. The project is compatible with, and sensitive to, the natural features and built environment of the site and of the surrounding area. The project respects the constraints of the site and avoids excessive grading, cuts and fills. Construction on steep slopes is minimized to the extent feasible and abrupt changes in grade is minimized or mitigated.

4. The project maintains the City's principles of modesty and simplicity and preserves the City's tradition of simple homes set amidst a forest landscape. The project uses simple building forms and simple roof forms without complexity that would attract undue attention to the site.

5. The project does not present excess visual mass or bulk to public view or to adjoining properties. The project relates to a human scale in form, elements and in the detailing of doors, windows, roofs and walkways.

6. Project details and materials (e.g., windows, doors, chimneys, roofs, and stonework) are fully integrated and consistent throughout the design. Building materials are used in a manner that is visually consistent with the proposed architecture. All fenestration is appropriate in size and consistent with a human scale.

7. The project is consistent with the City's design objectives for protection and enhancement of the urbanized forest and open space resources. Open space is distributed around buildings to provide visual relief from structural bulk and a distinct separation from buildings on adjacent sites.

8. All demolitions, remodels, and substantial alterations are consistent with the following findings:

a. The design uses simple/modest building forms and a limited number of roof planes, and a restrained employment of offsets and appendages consistent with the City's design objectives.

b. The mass of the building relates to the context of other homes in the vicinity that are in conformance with the City's design guidelines related to mass and scale.

c. The development is similar in size, scale, and form to buildings on the immediate block and neighborhood.

d. The development does not require removal of any significant trees unless necessary to provide a viable economic use of the property or protect public health and safety. All moderately significant trees have been protected to the maximum extent feasible. All buildings and structures will be set back a minimum of six feet from significant trees.

D. Findings Required for Approval of Deviations from Design Guidelines. In addition to any other findings required by this code, before approving any project in the single-family residential (R-1) district that deviates from the City's applicable adopted design guidelines, the Director, Design Review Board, Historic Preservation Board, or the Planning Commission shall adopt specific findings based on information in the record to show how the proposed deviation from the design guidelines achieves all of the applicable design objectives of CMC 17.58.010, Purpose and Applicability, as well as, or better than, would be achieved by adherence to the adopted design guidelines. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

17.58.070 Enforcement.

No building or grading permit shall be issued until the applicant submits a final site plan and building permit plans showing any changes required as a condition of design review approval. Staff shall review all building permit applications for projects subject to design review for compliance with approved design review plans and any conditions of approval. The Director may refer building permit plans to the Design Review Board or the Planning Commission for a determination of compliance with conditions of approval. After determining that the site plan and building plans comply with all conditions of approval, the Director shall forward copies of the approved plans to the Building Official. All future development shall comply with the approved building permit plans unless modifications or changes are approved pursuant to the requirements of this code.

Failure to comply with the conditions of approval may result in enforcement proceedings and penalties levied against the applicant and his/her assigns pursuant to Chapter 17.66 CMC. (Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

ARTICLE 5.
ARCHITECTURAL REVIEW COMMITTEE

Sections:

§ 2-5.00. Architectural Review Committee.
§ 2-5.01. Special powers and duties.

(Ord. 3646 § 4, 2022; Ord. 3599 § 5, 2019; Ord. 3572 §§ 2, 3, 2017. Formerly 4)

Sec. 2-5.00. Architectural Review Committee.

The Architectural Review Committee shall consist of seven members. At least one of the members shall be an architect or person professionally competent in a field related to architecture, unless no such person is available for appointment when the vacancy arises. (Ord. 3646 § 4, 2022; Ord. 3599 § 5, 2019. Formerly 2-4.00)

Sec. 2-5.01. Special powers and duties.

The Architectural Review Committee shall be empowered to:

a. Review projects to ensure the promotion of orderly development, ensure high quality design that is harmonious with project surroundings, implement the General Plan as well as neighborhood plans, and to preserve and promote the visual character of the City.

b. Review and oversee minimum submittal requirements for administering architectural review. (Ord. 3646 § 4, 2022; Ord. 3599 § 5, 2019. Formerly 2-4.01)

ARTICLE 25.
ARCHITECTURAL REVIEW

Sections:

§ 38-187. Purpose.
§ 38-188. Applicability.
§ 38-189. Review Procedures.
§ 38-190. Submittal Requirements.
§ 38-191. Required Findings for Approval.
§ 38-192. Maintenance, Duration and Extension, Appeals.

(Ord. 3458, 2010)

Sec. 38-187. Purpose.

The purpose of architectural review is to promote orderly development, to ensure high quality design that is harmonious with its surroundings, to implement the General Plan, as well as area or neighborhood plans, and to preserve and promote the visual character of the City. (Ord. 3458 § 1, 2010)

Sec. 38-188. Applicability.

A. Architectural review is required for the following projects:

1. New construction or exterior alterations in the C-1, C-2, C-3, CO, CR, VAF, I-R, O, or P zoning district;

2. New construction or exterior alterations in any R-E, R-1, R-2, or R-3 zoning district with a D-1 (Design Control) or D-2 (Design and Development Control) overlay;

3. New construction of, or exterior alterations to, a nonresidential building or site in an R-1, R-2, or R-3 zoning district, including multifamily apartment buildings;

4. New construction of a two-story single-family dwelling or a second-story addition to a single-family dwelling in any residential zone;

5. Any other project subject to architectural review, as established by Planning Commission or City Council action, or as stated in the Municipal Code, General Plan, area or neighborhood plan, or any other adopted land use document.

B. The following projects are exempt from architectural review:

1. Building or site maintenance;

2. Painting of single-family residential buildings;

3. Painting of nonresidential buildings, including multifamily apartment buildings, in the same or similar color;

4. Repair or replacement of windows, siding, roofs, or other building material, when same or similar materials are used;

5. Replacement of individual plants, shrubs or trees with comparable types and quantity;

6. Reconstruction of features, in kind, that does not change the physical appearance;

7. Exterior alterations that are not visible beyond the property lines, from an adjacent parcel, or from a public right-of-way;

8. Projects approved by the Historic Preservation Commission, unless specifically delegated. (Ord. 3458 § 1, 2010)

Sec. 38-189. Review Procedures.

A. *Two Phases of Review.*Applications for architectural review shall be subject to the following review types:

1. *Preliminary Review.*An evaluation of the project's general siting, form, mass and architectural style.

2. *Final Review.*An evaluation of the project's exterior finishes, colors, materials, landscaping, lighting, fencing and any other exterior feature.

B. *Minor and Major Architectural Review.*The Architectural Review Committee shall adopt and maintain a list of project types that are eligible for either minor or major architectural review. Minor and major architectural review shall be conducted as follows:

1. Major architectural review shall be conducted by the Architectural Review Committee at a public meeting.

2. Minor architectural review shall be conducted administratively by the City Manager or designee. The following process shall apply to all administrative reviews:

a. *Pre-Decision Referral.*At the specific request of any interested party or at their discretion, City staff shall refer any project to the Architectural Review Committee for consideration prior to administrative decision.

b. *Post-Decision Referral.*If specifically requested by any interested party within 10 days of an administrative decision, a project shall be referred to the Architectural Review Committee for consideration. These proceedings shall not be considered an appeal, but a formal referral and standard findings for decision shall apply.

C. *Multiple Entitlements.*When a project requires architectural review and a use permit, variance, or other review or approval from the Planning Commission, a joint meeting of the Architectural Review Committee and Planning Commission may be convened at the discretion of the City Manager or designee. The purpose of these joint meetings is to foster discussion about the project as a whole, and help both boards make more informed decisions. In the course of these joint meetings, requested entitlements shall be considered individually by the Planning Commission or the Architectural Review Committee, as appropriate, and separate actions, findings, and conditions of approval shall be made and assigned for each considered entitlement. The Planning Commission shall take all actions prior to the Architectural Review Committee.

D. *Noticing Requirements.*When an application for architectural review includes construction of a new building, an increase in height, or addition of floor area, written notices shall be sent by U.S. Mail at least 10 days prior to the public meeting or administrative decision to all owners of property located within 100 feet of the perimeter of the project site. In addition, story poles and netting shall be installed at least 10 days before the public meeting or administrative decision for the following project types:

1. Construction greater than one story;

2. Projects that involve an increase in height; or

3. As directed by the Architectural Review Committee, Planning Commission or City Council.

4. If safety concerns or other issues preclude installation of story poles and netting, alternative means of illustrating a project may be used at the discretion of the City Manager or designee. Said concerns or issues shall be clearly identified and the alternative means provided in the written notice. (Ord. 3458 § 1, 2010)

Sec. 38-190. Submittal Requirements.

Submittal requirements for architectural review applications shall be developed, maintained, and adopted by the Planning, Engineering and Environmental Compliance Division, shall be made available to the public at City Hall, and shall be subject to review and oversight by the Architectural Review Committee on an annual basis, or as requested by the public or the Architectural Review Committee. (Ord. 3458 § 1, 2010)

Sec. 38-191. Required Findings for Approval.

The Architectural Review Committee or the City Manager, as applicable, shall make the following written findings for each approval of an architectural review application:

A. *Preliminary Review.*

1. The proposed siting, form, mass, and architectural style are appropriate for the project site, the immediate area, and the City;

2. The proposed project will not unreasonably impair the views, privacy, or living environment currently enjoyed by other properties in the vicinity;

3. The proposed project is substantially consistent with the Monterey General Plan, as well as all applicable and adopted area or neighborhood plans, design guidelines, or similar documents.

B. *Final Review.*

1. The proposed exterior finish, colors, materials, landscaping, lighting, fencing, and all other exterior features are appropriate for the project site, the immediate area, and the City;

2. The proposed project is substantially consistent with the Monterey General Plan, as well as all applicable and adopted area or neighborhood plans, design guidelines, or similar documents.

In the event of a conflict between the General Plan and area or neighborhood plans, the General Plan is the controlling document; however, area or neighborhood plan policies and programs that are more precise but consistent with the General Plan have the same standing as General Plan policies. (Ord. 3458 § 1, 2010)

Sec. 38-192. Maintenance, Duration and Extension, Appeals.

A. *Construction and Maintenance.*The approved project shall be constructed and maintained indefinitely as shown on the approved plans unless a formal request for revision or a subsequent application is approved by the Architectural Review Committee or City Manager, as applicable. Approvals by any other department, division, board, or agency, within the City of Monterey or otherwise, that are inconsistent with the approved conditions shall not be considered to supersede or negate the Architectural Review Committee approval. Failure to maintain the project in its approved condition constitutes a violation of the Municipal Code.

B. *Duration and Extension.*If a building or grading permit has not been granted, or if a project not requiring a building or grading permit has not been completed within two years of the date of final review approval, or if a complete application for final review is not submitted within two years of the date of preliminary review approval, the approval shall be null and void, unless extended by the Architectural Review Committee or the City Manager or designee, whomever granted the original approval. Requests for extensions shall be made in writing prior to the expiration date.

C. *Effective Date and Appeals.*Architectural Review Committee decisions shall become effective on the tenth day after the date of a decision, unless appealed by the applicant or other interested party under the provisions of Article 27. (Ord. 3458 § 1, 2010)

The Monterey City Code is current through Ordinance 3659, passed March 21, 2023.

Disclaimer: The City Clerk's office has the official version of the Monterey City Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

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

June 6, 2023
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:	Receive an update on the status of the Design Traditions 1.5 Project

RECOMMENDATION:

Receive an update on the status of the Design Traditions 1.5 Project and provide direction to staff.

BACKGROUND/SUMMARY:

Executive Summary

In an effort to keep Council apprised on the progress of Design Traditions 1.5 (DT-1.5), staff is presenting an update on the current status of the project. Most recently, in December of 2022, Council was presented a schedule that targeted adoption hearings in June of 2023. Since then, the project schedule has extended, and adoption hearings are now more likely in late 2023 or possibly early 2024. This report is intended to provide Council with recap of what has been accomplished to date, where the project currently sits, and an overview of the next steps to come.

DT-1.5 Project Update

On March 1, 2022 meeting, City Council approved a professional services agreement with Winter & Company to begin the "Design Traditions 1.5" project (DT-1.5). The moniker of "1.5" was meant to convey that the project's scope of work was not a complete redo of the existing Design Guidelines, but rather a focused update and refresh of what already existed. As part of their March 1st action, Council also voted to establish a Steering Committee to work with staff and the consultant throughout the process, with each Councilmember appointing one community member to this Steering Committee. On April 13, 2022, the Steering Committee held its first meeting to kick off their involvement in the project. On August 29, 2022, the Steering Committee began holding their meetings in public and have continued to do so ever since.

On June 21st and 22nd, 2022, interactive workshops were hosted by City Staff and Nore Winter to engage community members through a series of exercises. These workshops helped provide crucial early information from the community about what they wanted to see come out of the Design Traditions 1.5 project. Following these workshops, and with information from an online survey, the public, Steering Committee, and early feedback from the Planning Commission and City Council, the Design Traditions 1.5

(DT-1.5) Strategy Paper was released in September, 2022 (**Attachment 1**). The Paper was created by Nore Winter to summarize and provide a roadmap for the direction of updates to the City's Design Guidelines based on the volume of input received. The purpose of laying out this direction before drafting updated Design Guidelines was to ensure that the project team had accurately captured the expectations of the community and other stakeholders for the DT-1.5 Project.

On October 3rd, 2022, the City and hosted another community workshop with two main goals: 1) complete a handful of exercises meant to further explore topics addressed at the June workshops, and; 2) Get community feedback on the Strategy Paper to make sure the project is on the right track and in line with what had been learned at the first workshops.

Following the October 3rd workshop, the DT-1.5 team presented the Strategy Paper to both the Planning Commission (October 12th) and City Council (November 1st) for feedback before beginning draft updates to the Design Guidelines. Overall, both bodies felt the Strategy Paper captured their initial input, and feedback they had heard from the community.

Over the following three months, Winter & Co., in coordination with City Staff, worked on draft updates to the Design Guidelines based on direction laid out in the Strategy Paper. On February 9th, 2023, the package of first draft updates was made available to the Steering Committee and general public for comments. This package included a "Readers Guide" in addition to the Residential and Commercial Guidelines (**Attachment 2**). The plan was, and still is, to get Steering Committee feedback on the draft, and then conduct another large scale public workshop at the Sunset Center to get feedback from the greater community.

At their March 1st and 3rd meetings, the Steering Committee provided feedback on the draft guidelines and expressed concern that the draft had not accomplished one of the stated project goals to make the original Guidelines more user friendly and streamlined. These concerns included the overall length, repeated guideline language in different sections, general document organization, and the amount of introductory information needing to be read before the specific numbered guidelines themselves. To address this concern, the Steering Committee embarked on an effort to reorganize the February 9th Guidelines under the six "Guiding Principles" which had been previously solidified and incorporated into the February 9th draft. During the following three months, over the span of eight (8) meetings, the Steering Committee, with input from community members and staff, has produced what is referred to as "brevity draft" versions of the core Residential and Commercial Design Guidelines. The Residential version of these guideline version of this has been included as **Attachment 3**. The Commercial version, which follows the same format, is almost completely done but was not able to be finalized prior to this Council update. These brevity drafts take each of the numbered guidelines from the February 9th draft, and organize them under one of the six guiding principles. As part of this reorganization, some language from the February 9th draft guidelines has also been modified in an effort to clarify and/or amplify intent.

It is important to note that the Steering Committee has only had an opportunity to reorganize the core sections of the Design Guidelines, so these brevity drafts are not intended to be a final product or a completed Design Guideline document. One of the next steps will be for the Steering Committee to discuss how to re-incorporate some of the supplemental information from the February 9th draft with the brevity draft versions. For example, sections from the February draft like how to use the Design Guidelines or the defining features of Carmel-by-the-Sea may be placed as an introduction before the reorganized "brevity draft" guidelines. Alternatively, some things like the history of development in the City may be placed in an appendix of the reorganized Design Guidelines. The Steering Committee plans to place these discussions on a very near future agenda.

Next Steps and Project Schedule

In December, 2022, staff presented a milestone schedule to Council. A revised version of that schedule has been included as **Attachment 4**. Currently, the project is still in the phase of reviewing the 1st draft Design Guidelines with the Steering Committee and receiving feedback/revisions ("STEP 6"). Some of the remaining major milestone steps for the DT-1.5 Project include:

- Complete Steering Committee review/reorganization of draft Design Guidelines
- Draft Zoning Code amendments
- Conduct a public workshop to get larger community input on draft Design Guidelines and Zoning Code amendments
- Bring draft Design Guidelines and Zoning Code amendments with community feedback to Planning Commission and City Council for direction
- Prepare revised draft Design Guidelines and Zoning Code
- Bring final draft Design Guidelines and Zoning Code to Planning Commission and City Council for consideration

When initially presented to Council in early 2022, the DT-1.5 project was targeted for adoption hearings to take place in March/April of 2023. Following the volume and quality of input received from initial public involvement, the schedule was extended with a goal of adoption hearings in June of 2023. At that time, Noré Winter confirmed his availability to support the City's efforts through June of 2023. However, due to his other commitments and a pending retirement, Noré also stated that it is unlikely he would be able to work with the City past the middle of next year.

Given the time and effort that has gone into this step of the project, adoption hearings in June are not possible anymore. Considering the work that remains to be done, adoption hearings are more likely to take place at the end of 2023 or possibly even in early 2024.

FISCAL IMPACT:

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1) Carmel Design Traditions Project 1.5 Strategy Paper
Attachment 2) February 9th Reader's Guide, Commercial, and Residential Guidelines
Attachment 3) Steering Committee Brevity Draft Guidelines - Residential
Attachment 4) Updated DT 1.5 Milestone Schedule

Carmel Design Traditions Project 1.5

Strategy Paper









September 20, 2022

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INTRODUCTION TO THE STRATEGY PAPER

Carmel is engaged in updating its Design Guidelines for its residential areas and the downtown. The guidelines are key tools in shaping the character of the community and are used in the Design Review process that is part of project permitting. This project also includes potential revisions to some zoning code standards that influence design. The existing Design Guidelines were produced as part of the city's "Design Traditions Project" in 1997 through 2001 and therefore this update is named "Design Traditions 1.5" to indicate that it builds on those materials. This working paper describes the scope of the edits that are proposed to be made to the existing design guidelines and zoning code standards.

Steps in the project

The Design Guidelines project is being conducted in two phases: The first phase is designed to confirm the scope of the amendments to be executed. It includes a review of existing conditions, startup meetings with staff and decision-makers as well as community engagement. It culminates with this Strategy Paper, which sets the direction for the second phase. In the second phase, formal revisions to the documents will be drafted and submitted for public review and then will be considered for adoption by the Planning Commission and City Council.

Structure of the Strategy Paper

This Strategy Paper describes revisions to the Design Guidelines and zoning code that are recommended. It outlines the general approach to the revisions and provides some examples of specific changes to be made. The material is presented in these sections:

I. Design in Carmel: Its Design Traditions
II. Respecting Carmel's Design Traditions
III. Current Issues
IV. Summary of key recommendations
V. Strategy for the Downtown Design Guidelines
VI. Strategy for the Residential Design Guidelines
VII. Strategy for zoning code amendments
VIII. Strategy for review process and administration amendments
IX. Next steps

How the Strategy Paper was developed

A working team of city planning staff and consultants developed the Strategy Paper, with advice from a project Steering Committee appointed by City Council. The recommendations reflect information collected from many sources. This includes initial study sessions with the City Council and the Planning Commission as well as important information gathered from community outreach and meetings and from other city departments.

In June 2022, members of the community engaged in two workshops in which they conveyed their ideas about community character and the various design variables that influence compatibility. Many participants met at the Sunset Center while others joined online. The first workshop, held on June 21, focused on residential areas. The second workshop occurred the following day and focused on the downtown.

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Previously in 2018 and 2019, a working committee of the Planning Commission developed suggestions for amendments to guidelines and zoning and these also were reviewed. Comments received from individual citizens in letters, emails and phone calls also informed the recommendations. Finally, the city posted an on-line survey in mid-July 2022. More than 350 respondents participated in the survey and that information was analyzed.

How the Strategy Paper will be used

The intent of this paper is to outline potential revisions to the Design Guidelines and zoning code standards. The community will have an opportunity to comment on the recommendations in a forthcoming workshop tentatively scheduled for early October, 2022. The Planning Commission and City Council will then provide direction to the project team about how to proceed with drafting the proposed revisions.

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I. DESIGN IN CARMEL: ITS DESIGN TRADITIONS

The Design Guidelines and standards in Carmel focus on maintaining the community's unique character which is so highly cherished. Some features are listed below which people have described as part of Carmel's design traditions and which inform the approach to the revisions. This list will be edited to be included in the introductions to the residential and downtown design guidelines in order to inform the guidelines that then follow.

Some defining characteristics of Carmel

Carmel is a Village in the Forest which is:

NEIGHBORHOOD

Subdued: No one thing is attention-grabbing; a building fits within the context of its block, its neighborhood and the city at large.

Exploratory: There is a sense of discovery along each street. One must experience a block in space and time, by moving along or through it.

Historic: A rich mix of historic and other traditional buildings, representing a range of styles is found throughout the community.

ARCHITECTURE

Genuine: A sense of authenticity is conveyed in natural building materials and design.

In scale: Buildings are human-scaled in their forms, materials and details.

Crafted: Buildings are of high quality and durable. This also is expressed in design details of buildings.

Diverse: There is variety in the range of building styles that fit in with the character of being a Village in the Forest.

Nestled: Buildings fit in with and are subordinate to the forest setting.

LANDSCAPES

Informal: Landscapes contribute to the forest character.

Walkable: Landscapes are pedestrian-scaled and enhance the public realm.

Connected: Properties connect to the public right-of-way with landscape details that extend the forest character. They are not walled off.

DOWNTOWN

Pedestrian-friendly: Buildings are human-scaled with details at the street level that invite exploration.

Open and welcoming: Storefronts, courtyards and landscapes enhance the interplay of indoor and outdoor spaces.

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Factors that may distinguish one neighborhood from another:
While many characteristics of Carmel are "universal" in that they appear throughout the entire village, differences exist among neighborhoods. For example, most residential streets are similar in their forested character but some streets near the Mission are more open. Another example is along Scenic which has its own distinguishing features. Some of the variables that may define different neighborhoods, or "contexts" are listed below. These factors will be edited to be included in an introduction to the Design Guidelines discussing how to consider the context of a project:

1. The amount of light available: This relates to the character of the tree canopy and street widths.

2. The extent of the tree canopy: Most streets are intended to have a sense of enclosure with a healthy tree canopy, but a few were planned to be more open, such as in the Mission area.

3. Street widths: This influences where on-street parking occurs and street edges are treated. Most are of similar widths, but narrower ones exist and others are wider, such as near the Mission.

4. Variations in topography: This may be in the slope of a street itself or of lots, which may occur as "uphill" and "downhill" conditions. This influences the location of garages, how building forms may be stepped on a site and the way in which view opportunities exist.

5. Street layout: Most street are laid out in a grid with informal street edges. A few actually are laid out with curves such as Ridgewood Rd. and a portion of 14th Avenue.

6. The different phases in which the City has developed: Carmel City began in 1888 as a community of approximately 40 blocks. It more than doubled with annexation in 1900 of the Pescadero Canyon area and the Original Carmel-by-the-Sea in 1902. Other lands were added during the 1920s and 1930s until more than 200 blocks were included. The last annexation occurred in 1967. To some extent, differences in the periods of construction appear in the architectural styles found in these areas.

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II. RESPECTING CARMEL'S DESIGN TRADITIONS

While there are many aspects of the character of Carmel that are to be addressed in the Design Guidelines, there are some high level design principles that apply citywide and that set the stage for the Design Guidelines. They are Guiding Principles for respecting Carmel's Design Traditions which each improvement project should meet. Those principles are listed below. This list will be edited to be included in introductory material to the design guidelines.

1. Maintain a healthy forest character: Plan landscapes in both the public and private realms to sustain the Village in a Forest and restore areas that are in need. The compatibility of many buildings also is improved with more forest-like front yards.

2. Enhance the forest: Provide layers of landscaping (varying plant and tree heights) between the street and each home and use drought-tolerant plants and fire-resistant materials while continuing to convey the forest character.

3. Keep it modest: Design buildings and landscapes to be human-scaled and fit in with their surroundings rather than stick out.

4. Respect historic precedents: Retain traditional buildings that convey the history of the community.

5. Fit with the context: "Remember your neighbors" is an important principle. This varies by neighborhood. Key design factors include:
   - Building size (height and width)
   - Building form and proportion
   - Percentage of solid-to-void (ratio of windows to wall)
   - Building materials
   - Roof form
   - Color
   - Fit with the topography

6. Pay attention to detail: Convey excellence and authenticity in materials and design. Add value with well-crafted work that is visible to the community and promote the use of natural materials.

7. Encourage a "compatible diversity" in design: Avoid repetition in building designs and site features. Express individuality in subtle ways while respecting surroundings.

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III. CURRENT ISSUES

These are some issues that have been identified and which are addressed in the recommended revisions. They are grouped into three categories: (1) **Design**, in terms of the character of the built environment, (2) The **Content** of the Design Guidelines and standards that regulate design, and (3) **Administration**, which is the way in which reviewers apply the standards and guidelines in the permitting process.

DESIGN ISSUES

In General:

1. Some recent projects don't fit in. They don't respect some of the key design variables that relate to fitting in.

2. How to address diversity in design while maintaining character. Diversity is a part of Carmel's design traditions, but within limits for fitting in. How can one define the range of diversity that is appropriate?

In Residential areas:

3. There is a question about architectural style: Some feel "modern," or "contemporary" buildings don't fit in. Others point to recent projects that do fit. Is style the issue, or is it the deviation from too many key design variables that define Carmel that is the problem (e.g.: Is a new building too visible from the street with a lack of appropriate landscaping)? Or is it a lack of understanding of the key design variables and how to apply them?

4. Erosion of forest character is a concern at the upper and lower canopy levels. This occurs in various places:
   - In the Right-of-Way (ROW)
   - In front yard landscaping, between the ROW and a house
   - In landscaping on a site in general

5. Some front yard fences and walls cut off views into yards and weaken the sense of connection with the street.

In the Downtown:

6. Inappropriate mass and scale of some new buildings and additions in the downtown makes them appear too large. Can new buildings that occupy more than one lot fit in while avoiding a sense of false facades? What are the key variables that they must respect to do so?

ISSUES WITH THE DESIGN GUIDELINES DOCUMENTS

In General:

7. More specific "yes and no" examples are needed in the illustrations. This would help users better understand the intent of the guidelines.

8. The documents need to be easier to navigate.

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9. The Design Guidelines documents need better cross-referencing to relevant zoning standards and other regulations.

10. More guidance is needed about design in the Right-of-Way. A limited amount of design guidance is provided in the Design Guidelines documents. Other, more detailed, standards exist in a separate document which is used by Public Works. How are these best coordinated?

The Residential Design Guidelines:

11. Many topics are already addressed in the Design Guidelines and yet seem to be overlooked when designs are developed. Is it the lack of clarity or direction in some of the guidelines? Or is it in their application by owners and those reviewing their designs?

12. Some guidelines lack clarity which complicates their interpretation. They sometimes are vague or the language is too passive.

The Downtown Design Guidelines:

13. The commercial guidelines lack sufficient detail to provide clear guidance in decision-making. They were developed separately from the residential guidelines, have a different format and provide only high-level principles.

14. The current guidelines focus on commercial buildings, but other types are permitted in various zone districts. Multifamily buildings and hotels are examples. How can the guidelines address these?

ISSUES WITH ADMINISTRATION OF DESIGN REVIEW

15. Some people believe that at times the guidelines aren't followed closely enough during design review. How can predictability in the review process be improved and how can confidence in the system be enhanced?

16. Some changes to projects are made during construction without approval. This is primarily an enforcement issue, but improving clarity in the guidelines could help in determining violations or in making revisions to approved documents.

17. Some people also have suggested that re-establishing a Design Review Board would improve the process.

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IV. SUMMARY OF KEY RECOMMENDATIONS

This section lists at a high-level some key recommendations for improvement which apply across the board in both the residential and commercial zoning areas. To some extent they relate to the issues listed in the preceding section, but not necessarily in a direct one-to-one correlation. More specific recommendations appear in later sections of this Strategy Paper.

Improve the organizational structure of the Design Guidelines to facilitate their use.
Currently there are two books of guidelines for residential areas and a third one for the downtown. These are recommended actions:

1. Combine the two residential Design Guidelines documents into one book. Edit the text as needed and improve illustrations. (See more detailed recommendations that follow.)

2. Develop a separate book for the downtown. This would be a substantial re-write of the existing document. It should address the different building types found in the four zoning districts that exist in the downtown.

3. Add more cross references to other codes and regulations. Some cross references exist and should be updated. Other cross references are needed for newer documents. Referencing the City's new Climate Action documents is an example.

4. Improve "wayfinding" in the documents. Include a chart in the introductions to help users determine which sections to use and add a more detailed Table of Contents.

5. Add more visual examples of appropriate and inappropriate designs. Use "grids" of images with examples of appropriate and inappropriate design alternatives. Use sketches or computer models, rather than photos, where they would be more effective, such as for illustrating massing of new buildings.

6. Include more narrative text describing how to evaluate "context."

7. Address Design Guidelines for the ROW. Some brief guidelines addressing the Right-of-Way are in the existing documents. Other guidelines exist in a separate document that is used by Public Works. Include some material in the Design Guidelines that speaks at a "qualitative" level and also reference the existing standards used by Public Works where more prescriptive standards appear. (The Public Works standards also should be updated as a separate project.)

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Improve administration of the Design Guidelines and standards.
The objectives for improving administration of the Design Guidelines and standards are: (1) To build confidence in the review process, and (2) To assure informed, consistent decision-making. These are recommended actions:

1. Consider moving some guidelines that address key design variables to the zoning code as standards that clearly require compliance.

2. Re-establish a Design Review Board. In the recent community survey, respondents rated their preference for three alternatives for review and decision making:

- Continue to have the Planning Commission conduct design studies. However, enhance the role of the Planning Commission in design review by providing improved guidelines and standards. Also use a "checklist" in decision-making to assure that the guidelines are well-met. Many respondents indicate support for this approach.

- Alternatively, re-establish a separate Design Review Board that can focus specifically on application of the design guidelines, but have it serve as an advisor to the Planning Commission, which would continue to make the final decisions. Many respondents also indicate support for this approach. (Note that the Historic Resources Board serves in this advisory role for projects in the Downtown Conservation District.)

- A third alternative is to re-establish a Design Review Board and have it make the design review decisions. A smaller number of survey respondents support this alternative.

When survey responses to the two variations on the type of Design Review Board are considered in combination, a significant percentage favor some form of Design Review Board. This alternative, along with the first option of continuing with the Planning Commission only, merits further discussion.

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V. STRATEGY FOR THE DOWNTOWN DESIGN GUIDELINES

This section summarizes the approach recommended to update the Design Guidelines for Downtown Carmel. The Downtown actually includes four zone districts: (1) CC - Central Commercial, (2) SC - Service Commercial, (3) RC – Residential and limited commercial, and (4) R-4 Multi-family residential. While the Central Commercial zone district forms the core along Ocean Avenue, the area considered Downtown actually is larger (approximately 20 blocks), with the SC, RC and R-4 zone districts acting as transitions to the single family neighborhoods. The Design Guidelines must consider all of those districts and the related building types that can occur in them.

Re-write the Downtown guidelines, following the format of the residential guidelines.

The focus of the existing Downtown guidelines is on the commercial buildings along Ocean Avenue as a design context. They are brief and don't address several important topics. For example, they don't address building types other than traditional commercial structures. Limited Commercial or Multifamily building types that are permitted in some Downtown zone districts are not addressed.

Language in the existing Downtown guidelines should be brought forward as guiding policies on which new, more detailed guidelines will be based. This will assure continuity in policy while providing more clarity and predictability. Also add more graphics, including sketches and photographs, to illustrate the guidelines. These should show positive and negative examples.

Focus the guidelines on respecting the valued features of Downtown.

The expanded Downtown guidelines should emphasize these principles:

1. Successfully meeting all key design variables, including: building size, ratio of solid to void, materials, roof form, color and proportions
2. Promoting variation in massing and articulation of building form to reduce perceived scale in a manner that is authentic (not a fake series of false fronts)
3. Using high quality materials
4. Incorporating well-crafted, durable details
5. Assuring street level appeal (landscaping, screening mechanical equipment, etc.) and pedestrian scale
6. Enriching the interplay between indoor and outdoor spaces
7. Providing a welcoming sense of discovery along the street

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Outline for the Downtown Guidelines
With the focus of the guidelines in mind, a recommended outline for the Downtown Design Guidelines follows. This will be refined at the outset of Phase 2, in which a draft of the guidelines will be produced.

1. Introductory material
    a. How to use the guidelines
    b. How they are organized, etc.
    c. Relationship to other regulations and permitting processes
2. Design character of downtown
    a. A description of styles found traditionally in the downtown
    b. A description of key features which are valued and should be respected in all work in the downtown
3. Key principles that all projects should follow, including…
    a. Maintain street level interest
    b. Maintain the perceived low scale of buildings
    c. Encourage use of natural materials
    d. Accommodate a diversity of design within a range that is compatible
    e. Respect the topography
4. Guidelines for all building types
    a. Materials
    b. Street level interest
    c. Awning and canopies
    d. Lighting
    e. Service areas
    f. Utilities and rooftop equipment
5. Guidelines for specific building types
    a. Commercial
    b. Mixed-use
    c. Multifamily
    d. Hotel/Motel
    e. Limited commercial
    f. Single family houses (where permitted in existing zone districts)
6. Landscaping (on both public and private lands)
    a. Plant beds
    b. Planters
    c. Paving (changes in)
    d. Trees
7. Outdoor spaces (courtyards and intra-block walkways)
    a. Design features
    b. Relationship to building size
    c. Proportions
8. Signs
    a. The standards are in the code.
    b. The guidelines should focus on character and location of signs.
    c. The illustrations should appear to comply with the code.

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Specific edits that are recommended for the Downtown design guidelines
Within the framework of the outline presented above, these are some specific edits, which are in three categories:

Clarify existing guideline text.
In these cases, the general principles exist and remain valid, but need more explanation. Examples include:

1. Enhancing street level interest and a pedestrian orientation
2. Using appropriate high quality building materials, including man-made materials
3. Maintaining traditional scale in new buildings
4. Window design

Illustrate an existing guideline more effectively.
In these cases, better graphics (photographs and sketches) would help in interpreting the guidance. For example:

1. Show the range of ways to enhance street level interest, including storefronts, display cases, planters and outdoor use areas.
2. Illustrate how a simple variation in building heights of one and two stories for portions of a new building can help maintain the traditional scale of the street.
3. Provide examples of well-crafted, high-quality building details.

Add new Design Guidelines topics.
In this case, new language and illustrations address topics that presently are overlooked. For example, provide guidelines for:

1. Mixed-use buildings with limited commercial buildings
2. Multifamily buildings
3. Single family buildings in downtown districts
4. Landscaping in the public Right-of-Way and in private outdoor spaces

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VI. STRATEGY FOR THE RESIDENTIAL DESIGN GUIDELINES

This section summarizes the approach to updating the Design Guidelines for the R-1 residential zones in Carmel.

Refine the existing guidelines as a base for the update.
The existing text remains valid in many ways. Retain most of this language in the update, editing and expanding it as needed to improve clarity and interpretation.

Add new topics that are now important.
For example, a note is needed about how the guidelines apply to potential Accessory Dwelling Units and how State law sets some limits on review. Other topics need further clarification and explanation. For example, guidelines exist about maintaining a "forest" image in front yards, but more detail is needed to explain this topic. Guidance for minimizing fire hazards also should be addressed.

Add a discussion of "context" and how the guidelines should take it into consideration.
The guidelines frequently refer to "context" but there is little explanation of what that means especially with respect to the Village-in-a-Forest concept. There is some recognition that context varies in different parts of the city, but again there is little description of these differences.

Focus the Design Guidelines on key principles.
The refined residential guidelines should emphasize these principles:

1. Maintaining forest character
This is a universal principle, but there are differences in how to apply it based on context. For example, Scenic Road and some areas near the Carmel Mission are very different from other neighborhoods and specific guidance is needed for such conditions. Also include a definition of the term "forest character" to facilitate interpretation of related guidelines.

2. Respecting diversity in design
People note that diversity in architecture is a part of Carmel's design traditions (albeit within a range that fits within the forest character.) This needs careful explanation such that blatantly inappropriate designs do not occur. The guidelines should explain how to respect the design variables that relate to fitting in.

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Specific edits (organized by the type of edit)

Clarify existing guideline text.
General principles are embedded in the Concept Phase guidelines, but they need to be more clearly stated. Update the general principles, to include more recent input from the community.

Several guidelines related to specific topics also need clarification. For example:

1. Being subordinate and fitting in
    - Explain the concept and include a definition of the term “subordinate.”
2. Views and solar access
    - Clarify how view opportunities are to be shared among neighbors.
3. Landscaping in the front yard
    - Emphasize how the concept of “layered” planting schemes should apply.
    - Update specifications related to tree protection.
4. Driveway paving
    - Strengthen language related to the use of pervious materials, including interlocking pavers with spacers and driveway strips.
5. Color
    - Emphasize the use of muted, earth tones.
    - Clarify how white and black color schemes may and may not be appropriate.
6. Building form
    - Discuss how simple variations in massing should be applied in ways that appear to be authentic, rather than creating overly-busy forms with superficial wall off-sets.
    - Step the building with the topography.
7. Synthetic materials
    - The guidelines currently say “avoid” synthetic materials. Some new materials, however, can appear to be authentic and are fire-resistant. Expand the discussion of how and when to use them.
8. Use of stone
    - Clarify how to use stone as a “base” material with lighter materials above such that it appears to be authentic, rather than a fake veneer.

Illustrate existing guidelines more effectively.

1. Add new photos to address new topics. Examples are:
    - Provide examples of windows with good detailing, of various styles.
    - Also provide examples of alternative driveway paving designs.
    - Add photos of more recent compatible infill, with an explanation of why they fit in.
2. Add sketches where this is a better tool than a photo. For example:
    - Illustrate the concept of “layered” landscaping with additional sketches.
    - Also illustrate the concept of “balancing” key design variables, especially in building design.

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Add new Design Guidelines topics that are now important. Examples needed for new material are:

1. Converting a garage in front to an ADU (and in code)
    - Discuss how to determine “compatibility” of an ADU with the main building as provided in state law.
    - Also discuss how an existing driveway may be repurposed if a garage is converted into an ADU.
2. Using Carmel stone (or similar) for retaining walls, including those for driveways
3. Designing cool roofs (those intended to reduce heat gain, sometimes of lighter colors)
4. Installing heat pumps
5. Planning rain gardens (planted areas designed to retain rain water runoff)
6. Installing solar panels

Change existing guidance if needed. Some examples:

1. Roof material

The current guidelines encourage the use of wood or composition shingles. Today, these are not recommended for fire resistance. To consider:

- Permit low-profile, painted metal roofs, with the color to be muted.
- Permit metal roofs with an aged patina that eliminates glare (but prohibit copper roofs for environmental concerns).
- Permit cool roofs (with considerations of visual impacts).

2. Roof form

The current guidelines state that flat roofs should be used only on smaller, one-story portions of a building. Revisit this guidance. (Note that zoning standards contradict this policy.)

3. Retaining walls

- Strengthen language to promote, or even require, stone as the exposed surface material on retaining walls in the front setback.
- Strongly discourage, or even prevent retaining walls in the ROW, except in extreme unstable slope conditions.
- Strengthen language limiting retaining walls in the front setback that lead to below-grade garages.

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VII. STRATEGY FOR ZONING CODE AMENDMENTS

Some edits to the zoning code are recommended as part of the Design Traditions Project whereas other revisions to the zoning code are to be addressed in the work program of the planning staff later. Zoning code edits to address in the Design Traditions Project include:

Clarify how the design review process applies to ADUs.
The state law provides for limited and objective review to assure compatibility with the main house on the property. One issue to address is how review may apply when converting a garage that is in front. (Note that a garage that encroaches into the front setback is a special condition approved by the Planning Commission and if a conversion to one of these can occur needs further clarification.)

Clarify how paving materials apply to calculating site coverage.
Some paving is needed for functional requirements. Review the standards to assure that the materials are permeable.

Expand standards for fences.
Review the standards for fences to clarify some basic questions: (1) Can a non-conforming fence be replaced in kind, or must a replacement comply with current standards? Also clarify the range of appropriate fence types: Unpainted wood is preferred. Are other materials appropriate? Does this vary by context? For example, where might a white picket fence appropriate? May fire-resistant materials be used?

Re-evaluate Volumetric standards.
An important standard is the regulation of the exterior volume of buildings on a property. The intent is to keep building size subordinate in relation to the forest and neighborhood context. Some people have noted that the current formula encourages only a small number of roof pitches, especially on larger buildings and ones that differ from traditions in other key variables, such as materials and windows designs. Others find the calculations too complicated. Consider these alternatives:

1. Continue to use the volumetric system but simplify how it is calculated.
Also adjust the system to encourage various degrees of pitched roofs. The advantage of this approach is that using volumetrics is long-established and an update would be easier to understand and predict the potential outcomes.

2. Change to a bulk plane (building envelope) system.
This system defines a three-dimensional area within which a building may occur. It can have any pitched form, to encourage varied sloped roofs (while potentially permitting appropriately scaled flat roofs). This would require some study to assure that the desired volumes would be permitted. Applying it to the various sloped site conditions in Carmel also is a challenge to evaluate.

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Strengthen standards for garage encroachment in the front setback.
Criteria for documenting the need for an encroachment exist but are listed as a “high level” in the code, but without detail that would help assure that the required conditions are met. Among the criteria to clarify:

1. Site features that limit other alternatives
2. Topographic constraints
3. Saving a tree, or maintaining other important open space
4. Maintaining variation in building setbacks in a block

Strengthen standards for cut & fill.
Not all cut-and-fill work requires Planning Commission approval at present. The current threshold for requiring a PC hearing is removal of 25 cubic yards. Consider reducing the threshold and providing more specific conditions for approval, including how the changes affect front yard character.

Strengthen standards for exterior lighting.
Address how light levels are measured. (New light sources are rated in lumens and Kelvin scales.)
Also strengthen requirements for shielding light sources. Also consider incorporating concepts from the International Dark Skies Association

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VIII. STRATEGY FOR REVIEW PROCESS AND ADMINISTRATION AMENDMENTS

An objective is to assure that a skilled and well-informed design review body applies the standards and guidelines consistently.

Refine the decision-makers' role.

Further study these alternatives:

1. Enhance the process for the Planning Commission to **continue** conducting design review. The advantage is that design is considered in the context of other planning commission issues. Improved guidelines and standards would help assure that decisions follow adopted policies.

2. Re-establish a Design Review Board as an **advisory** body. This provides a focused review but it adds a step in the process. It still retains the PC as the decision-making body.

3. Establish a Design Review Board as the **decision-making** body. While there would be two steps in permitting, the topics would be separated between the Design Guidelines and the zoning standards. The DRB would determine compliance with the design guidelines and could advise the PC about the appropriateness of any requests for exceptions to zoning standards. Complications may arise when projects needing design approval also require other entitlements that must be granted by the Planning Commission (e.g. Variances).

Provide a review structure which assures all guidelines are adequately met.

Regardless of who reviews and determines compliance, some structural improvements could enhance predictability. These are some recommendations:

1. Identify key guidelines related to compatibility as "priorities" to assure that they are fully met.

2. Use a checklist for review that highlights the priority guidelines. This also would help assure that those guidelines are met.

Provide opportunities for community comment.

In addition to having public comment at a commission hearing, provide for a regular review by the community of the **process**. Holding a bi-annual review of the system is recommended. This would be a community meeting and also would include an on-line survey.

Assure that the reviewers are skilled in applying design guidelines.

While some board or commission members may be experienced designers themselves, reviewing designs is a skill to be learned. Training in design review should be a regular requirement. Conducting an annual design review training for the board or commission is recommended. Also include annual training for staff.

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IX. NEXT STEPS

Many of the recommendations put forth in this Strategy Paper can be executed directly after public comment and guidance from decision-makers. Others will require further study and discussion.

The Strategy Paper will be reviewed by the community, and some of the recommendations will be discussed in an upcoming public workshop. They also will be discussed in work sessions with the Planning Commission and City Council.

Based on information gained from those meetings, the approach will be adjusted as needed. Drafting of the updates will then begin. When public review drafts of the updates are prepared, they will be presented for discussion in a subsequent public workshop. Revisions to the drafts, based on community input, will follow. The final drafts will then be introduced for adoption by the Planning Commission and City Council.

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Sample edits to illustrations:

The following pages (pg 20-26) provide examples of potential changes to how illustrations could appear in the updated Guidelines. The intent of these changes would be to make the illustrations easier to see and more useful to readers.

1. Using multiple images

Below is an example of a "grid" of images could be added that illustrate appropriate design solutions for a specific topic. In this case, residential gates are shown. Note that the preceding text is as it exists today, with only a few edits to strengthen language.

THE FOLLOWING IS ONLY AN EXAMPLE



Gates and Arbors

When a fence or low wall is used at the street frontage, the entry is often marked by a gate or arbor. These features should be small and intimate in their proportions and should be an integral part of the overall landscape design. Fences, gates and arbors provide an opportunity to include unique details that reflect a hand-crafted design. Creative design approaches are encouraged when they are subtle and well-integrated with the site. Gates and arbors that appear to be mass produced or machined are inappropriate.

11.6 A gate shall help create a sense of entry and therefore should be distinguishable from the adjoining fence or wall.

- Use distinctive design details to express individuality and craftsmanship.
- Gates shall have open or transparent qualities that allow filtered views into the property.

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Appropriate gates (EXAMPLE ONLY)









Inappropriate gates (EXAMPLE ONLY)

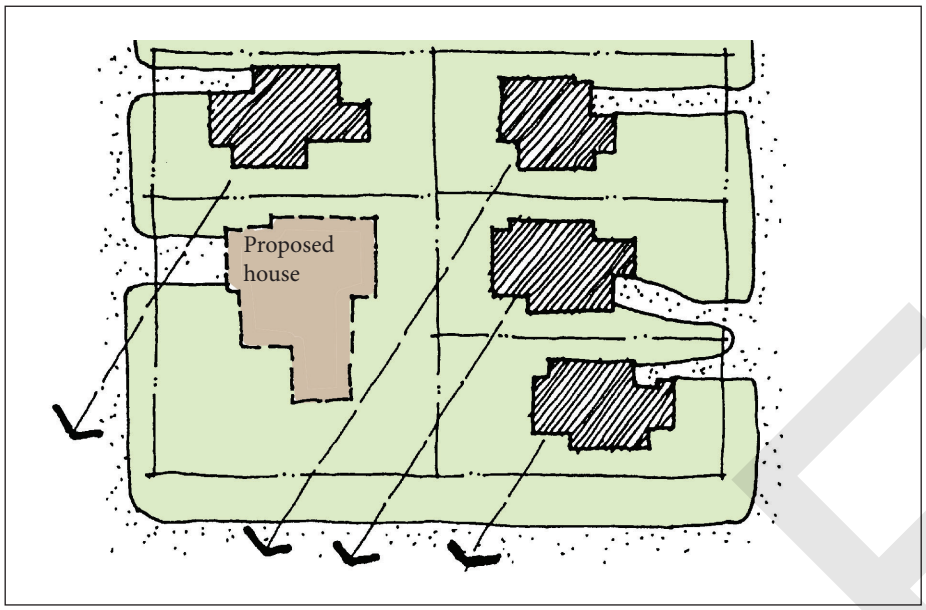




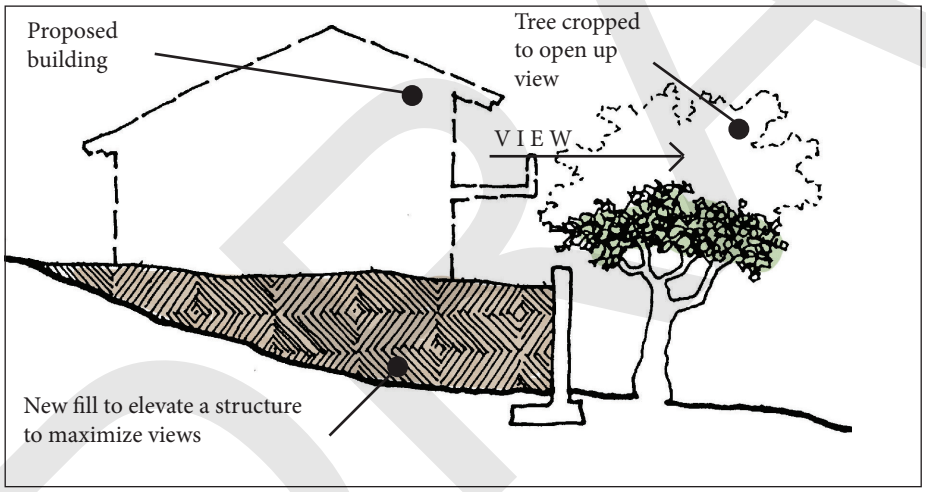
2. Adding color to existing guidelines
In many cases, existing residential guidelines may have some minor edits, both graphically and in text. An example is included in the following pages. Some potential text edits are shown here. Updates to illustrations include substituting older black-and-white photographs with new color examples and adding color to original sketches. Potential edits could also include "X's" and "Checks" to clearly indicate appropriate designs.

THE FOLLOWING IS ONLY AN EXAMPLE

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Appropriate: A new building is sited to maintain views from existing houses.



Inappropriate: Elevating a site to maximize views.

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In limited circumstances a garage may be located under a structure when the visual impacts will be minimized. This garage is clearly subordinate to the main building mass.



Consider using a carport for variety along a block.

Add reference to code here

6.0 Parking and Access

Traditionally, parking was a subordinate element in Carmel's residential neighborhoods, both on an individual parcel and along the street in general. Today, providing access for an automobile on a site is often a necessity, and doing so is encouraged, as a means of reducing on-street parking pressures. Nonetheless, it should remain subordinate to the overall character of the site.

Usually a garage was a subordinate element in a site plan and often was detached from the house. The wide variety of garage positions contributed to the diversity of the street scene: Many were located at the front property line, while others were sited in the rear. In later years, the garage was often attached, but remained subordinate to the main mass of the house. These traditions of diversity and subordinate character should be continued.

In some cases, it appears that owners positioned their garages away from prominent views. In particular, they located them uphill, away from downhill views to the ocean. When locating a garage, consider view impacts, the relationship to open space on the lot, and the relationship to that of neighboring properties.

Objectives for this section:

- To minimize the visual impacts of cars on a site
- To minimize the extent of hard, impervious surfaces
- To avoid garage structures that dominate the site and building design

6.1 Facilities for parking shall not dominate the design of the house or site.

- The mass of a garage shall be subordinate to that of the house.
- Garages that are subordinate design elements are appropriate.
- Garages that are not visible from the street are appropriate.
- Garages integrated into the building design are encouraged.

- On smaller lots, with a garage visible from the street, provide a single, one-car garage door.
- Avoid moving established driveways if trees or significant vegetation would be harmed.

6.2 Parking facilities that maintain or enhance variety along the street edge are encouraged.

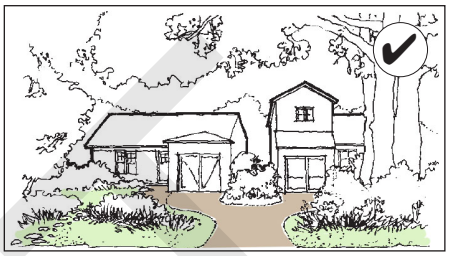
- Consider using a detached garage or carport.
- In some cases, parking facilities may be located in the front setbacks (as a conditional use)

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Driveway paving

6.3 Minimize the amount of paved surface area of a driveway.

- In general, the width of a driveway should not exceed 9 feet.
- Also consider using paving strips, or "tire tracks," for a driveway. This is especially appropriate for a long drive that runs to the rear of a property.
- Except for corner sites with a "through driveway," only one curb cut and one driveway should be provided for a site. Sharing a driveway with an adjacent property is an alternative that also may be considered.
- Avoid large expanses of paving for vehicles visible from the street.



Consider using a shared driveway to minimize the amount of paving area.

6.4 Separate a driveway from a front walkway to reduce the visual impacts of paved surfaces.

- Install plant materials to separate a walk from a driveway.

Garage location

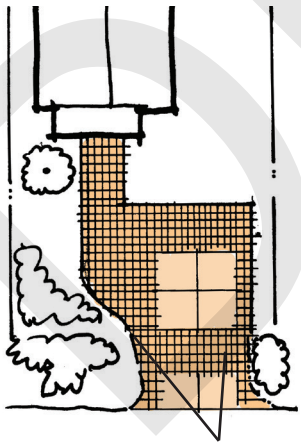
6.5 Position a garage to maximize opportunities for open space, views and privacy.

- Locate a garage to maintain larger contiguous areas of open space on a site.
- Locate a garage to screen activity areas on adjacent properties to enhance privacy.
- Locate a garage to maintain views through the property.



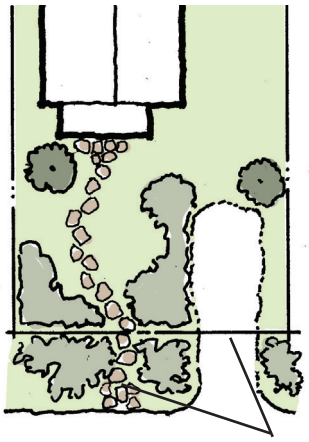
Position a garage (or carport) to maximize opportunities for open space, views and privacy.

Inappropriate



A walkway and drive are combined, increasing the apparent size of paved area.

Appropriate



The walkway and drive are separated, reducing the apparent amount of paved area.

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Preferred: Locating a detached garage at the rear of the lot



Preferred: Orienting the garage door away from the street.

Placeholder

Inappropriate "ramp" driveway

6.6 Locate a garage to minimize its visual impacts.

Three options should be considered:

1. Detached, at the rear of the lot.
2. Detached, in front, along the property line is acceptable, when other design traditions objectives are met. This option should not be repeated to excess within a block.
3. Under the house, when other design tradition objectives are met. (See below.)

6.7 In limited circumstances a garage may be located under a structure when the visual impacts will be minimized.

- The garage door should not dominate the front of the house. It shall not contrast highly with the color or materials of the house. A door perpendicular to the street is best in this condition, and...
- The driveway shall not dominate the front yard and may not create a "ramp" effect or introduce tall or massive retaining walls. A sense of a front yard must be maintained.



When a garage is located under the house, the driveway should not create a ramp effect. The garage door also should not dominate the front.

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Attachment 2 included as links:

a) February 9th Reader's Guide: https://ci.carmel.ca.us/sites/main/files/file-attachments/design_guidelines_readers_guide.pdf?1675985723

b) February 9th Commercial Guidelines: https://ci.carmel.ca.us/sites/main/files/file-attachments/carmel_downtown_dgs_public_review_draft_for_distro.pdf?1675984531

c) February 9th Residential Guidelines: https://ci.carmel.ca.us/sites/main/files/file-attachments/carmel_residential_dgs_public_review_draft_for_distro.pdf?1675984993

26 MAY 2023 DRAFT

Attachment 3

DESIGN TRADITIONS OF CARMEL
RESIDENTIAL DESIGN GUIDELINE CORE

CARMEL BY THE SEA remains beautiful because of the community's rigorous design expectations. Residential Design Guidelines are a mandated regulatory tool for the R1 and R4 districts that conveys these expectations. They also help explain and illustrate design standards in the City's other regulations. Existing projects never establish precedent for proposed projects. Instead, all projects must meet or exceed the expectations described by and under the community's six Core Design Guidelines. Where uncertainty arises, city officials will interpret guideline adherence on a case-by-case basis. Strict adherence to this document and its related, linked regulations will help ensure that a proposed project will meet community expectations and have a smooth approval process.

INTRODUCTIONS p. 00

1.0.0 PRESERVE, restore, and enhance the forest in all improvement projects: private, public, and otherwise. p. 01

2.0.0 SUBORDINATE every built structure to the character and continuity of the forest, natural environment, and to the natural features of its own site. p. 05

3.0.0 FIT every built structure within its neighborhood context. p. 09

4.0.0 RETAIN and build upon Carmel's architectural heritage. p. 12

5.0.0 DESIGN every built structure with modesty. p. 15

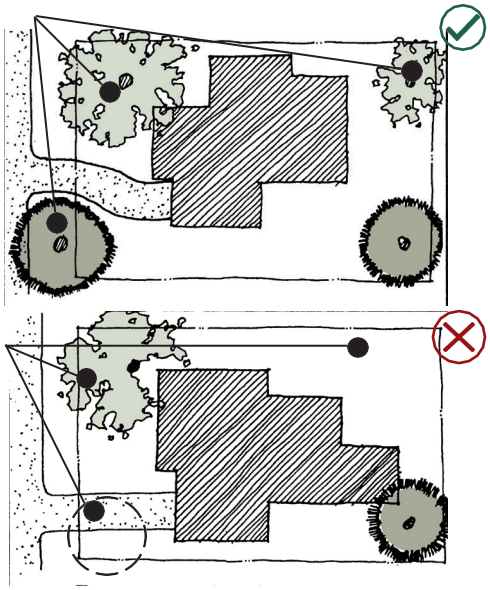
6.0.0 DETAIL every property authentically and consistently. p. 18

APPENDICES
- project review process, required checklist & narratives p. XX
- additional historical context p. YY
- preferred building and planting materials p. ZZ
- illustrated issues p. QQ
- index p. RR

1.0.0 Preserve, restore, and enhance the forest in all improvement projects: private, public, and otherwise.



1.1.0 Preserve all existing healthy upper canopy and lower canopy trees.



1.1.1 Before beginning design work, both the City Forester and a City Planner review the required survey prepared by a licensed surveyor or engineer, which shows existing site conditions, topography, drainage features, trees, structures, right-of-way edges and character, views, privacy issues, historical evaluations, nonconformities, neighborhood design contexts, and other features useful in designing a project. The City Forester evaluates existing trees on and immediately adjacent to the project site including the right-of-way for their significance and condition.

1.1.2 Consult the "Preliminary Site Assessment" tree survey when designing and locating new structures and additions to determine which trees are significant and should be protected.

1.1.3 The Forest and Beach Commission will comment on the effects any proposed work will have on significant trees during project review.



1.1.4 Provide enough open space on each building site to both preserve and add upper and lower canopy trees at sufficient spacings for growth to maturity.

1.1.5 Locate new construction in accordance with the Land Use Code to minimize impacts on established trees and avoid pruning of limbs and canopies. Set foundations for buildings and walls back far enough from the base of any tree to adequately protect its roots. Plan curb cuts, paving and drainage systems to maintain air transport and water percolation to root systems.

1.1.6 Protect existing vegetation during construction to screen buildings, contribute to the forest character of the street, and achieve a settled, mature look upon project completion.

1.1.7 Plan access and site development to protect trees during construction as provided in the Land Use Code. Do not alter the grade level near nor excavate into the root zone or drip-line of any healthy mature tree, whether on or adjacent to the site, including on abutting properties and in the right-of-way.

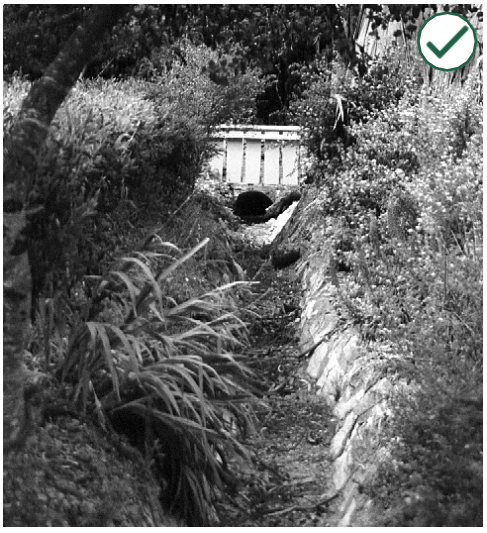


1.2.0 Preserve or enhance the informal, vegetated, open space character of the right-of-way.



1.2.1 Preserve vegetation and trees, especially those with canopies over the street, both in the right-of-way and the periphery of the site so that the pavement curves around and emphasizes natural landscape features and topography, creating the appearance of a meandering forested lane with occasional "mini-parks".

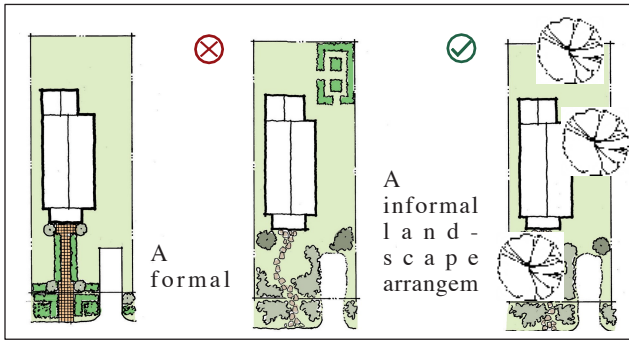
1.2.2 Remove any excess existing paving and other non-conforming and easily displaced materials, such as gravel per M.C. 12.24.020.B. Never keep in the right-of-way irrigation equipment or un-permitted paving, gravel, boulders, logs, timbers, planters, fences, retaining walls, other above-ground encroachments, or any hardscape that would widen the street or create a parking space.



1.2.4 Maintain the existing character of street gutters, which is typically a rolled asphalt curb or, more formally, is a channel faced with large native rock, but is never just plain concrete.

1.2.5 To create connectivity with adjacent properties, leave the right-of-way as an unpaved, natural forest floor with an informal edge, consisting of trees, naturally occurring vegetation, and organic surfaces, such as pine needles.

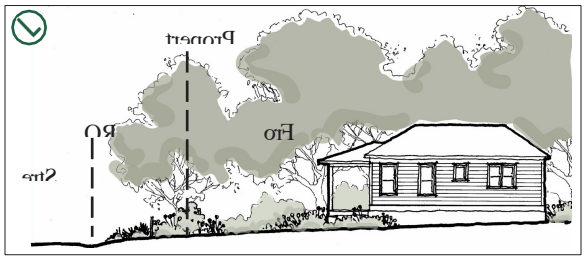
1.2.6 When adding plantings to the right-of-way use only naturally occurring natives to the Carmel forest: drought-tolerant and non-irrigated, green foliage, ground covers, or low shrubs, informally arranged. Do not use bedding plants and exotic species in the public right-of-way.



1.2.7 Do not remove trees or add gravel or other "hardened" surfaces to provide parking in the right-of-way, but instead reinforce the forest image by separating parking spaces from driveways with plantings and by using natural soil, or fresh, mini-woodchips as surface materials.

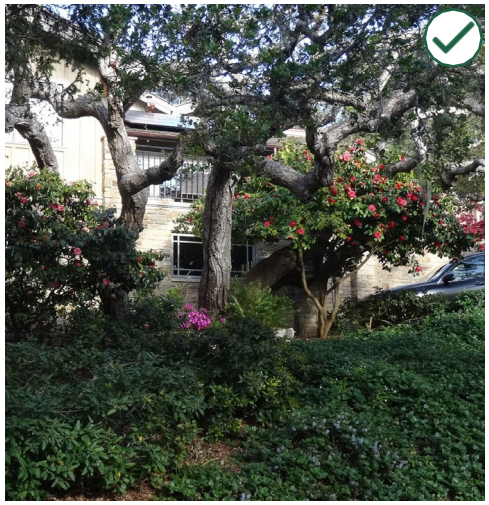


1.3.0 Preserve and enhance the forested image of the site.



1.3.1 Do not wall off properties at the front property lines but instead extend the forest character of the right-of-way into the visible parts of the site by keeping a large portion of each site as open space, with plantings located to filter views of structures. Find maximum limits for hardscape site coverage in the Carmel Municipal Code.

1.3.2 Preserve and supplement trees, especially those that arch over the street, and provide a mix of upper canopy trees for scale and multi-stemmed lower canopy trees for screening. The City Forester determines the mix and the City…regulations cover tree replacement ratios and species.



1.3.3 Use site plantings that are predominantly native, drought-tolerant species. ~~and~~ Follow the Municipal Code for more specific requirements.

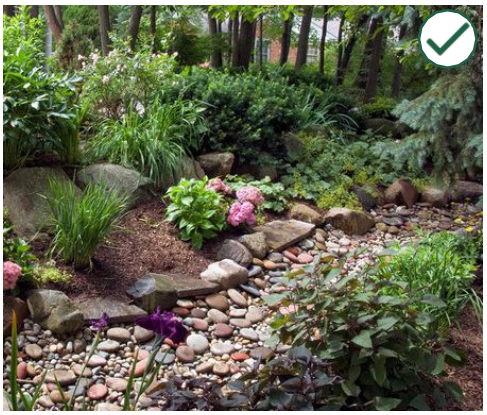
1.3.4 Locate plants and ground surfaces in relaxed, informal arrangements that are consistent with the urban forest character, reserving any formal, unnatural arrangements, bedding plants, or exotic flowering plants only for small areas out of public view or small walkway or entry accents.

1.3.5 For a forest meadow ground cover, use only informal, no-water varieties kept out of public view and do not use manicured lawns or artificial turf.

1.3.6 Projects that involve a new building or substantial alteration require a professional landscape plan, which identifies areas for low-scale plants, shrubbery, and trees for initial review and shows specific planting plans for final review. Address the special needs of each species, using, for example, high-water-use plants near redwoods but not near oaks, paving materials that minimize tree root impacts, and best practices for fire mitigation.

1.4.0 Preserve un-altered, pre-development water drainage ways as site amenities.

1.4.1 Minimize stormwater impacts with Low Impact Development (LID) principles, including: addressing stormwater close to the source, installing bio-retention, and other planted drainage areas, and using "sand-set" instead of "mortar-set" paving with pervious paving materials for water percolation and soil aeration.



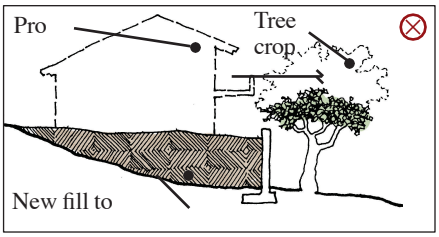
1.4.2 Enhance water quality with stormwater management systems that mimic the natural water cycle, filter stormwater into the ground and direct flows through vegetative buffers and rain gardens where plant and tree uptake can remove pollutants.

1.4.3 Design new on-site stormwater control devices to appear naturally integrated into the forest. Use green roofs, retention areas, or landscaped areas to capture flow and prevent new runoff toward adjacent properties per Carmel Municipal Code Section 15.08.230.

2.0.0 Subordinate every built structure to the character and continuity of the forest, natural environment, and to the natural features of its own site.



2.1.0 Nestle a building in the trees to minimize the mass visible from public view.

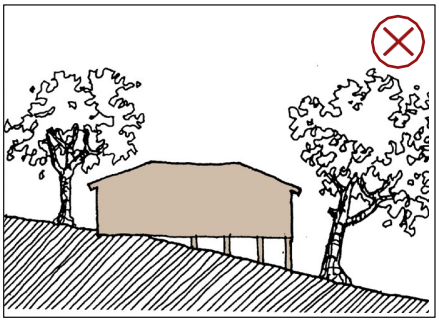


2.1.1 Position buildings to avoid cutting into the canopy of established trees.

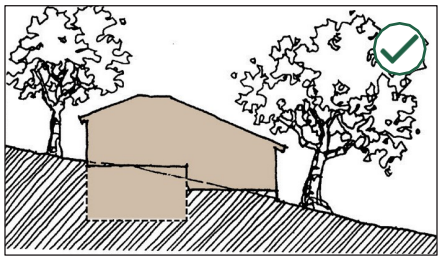


2.1.2 Decrease the apparent size of buildings by building less than the maximum allowable floor area, using a compact footprint, minimizing large volume spaces (high ceilings or steep pitches across wide spans), and eliminating large, unused underfloor areas and extensive cantilevers, especially over cut areas.

2.1.3 Reduce perceptible building height by locating some floor area either fully or partially below grade or at a "garden" level with any walkout area, light well, retaining wall, or terrace concealed to the side or rear. When these locations are not feasible, provide more screening with other building elements or landscaping.



2.1.4 Minimize the visual impacts of retaining walls, garden walls, window wells, and other foundation structures by incorporating sloped, planted areas to create a smooth grade transition. Ensure tall retaining walls, terracing, or revetments are not visible from the public way.



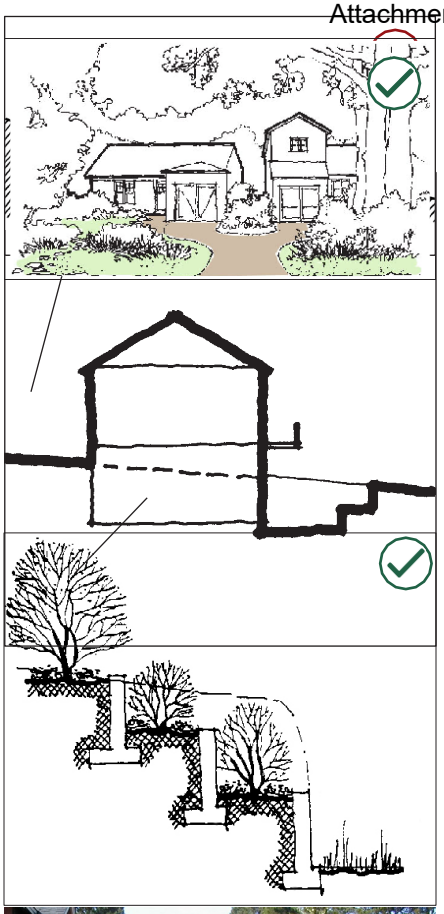
2.2.0 Follow the site's natural contours.

2.2.1 Minimize construction on steep slopes.

2.2.2 Minimize excavation and fill on a site by maintaining existing topography and keeping all grading and excavation completely within the proposed building footprint.

2.2.3 Step building height, foundations, and floor levels to follow site slopes and contours. When floor levels cannot be stepped, larger underfloor spaces count as part of the allowed floor area.

2.2.4 Avoid abrupt changes in grade within a site and between adjoining properties. When such transitions are unavoidable, use sloped, planted areas. If a stable planted slope cannot be created, then use multiple landscaped terraces rather than a single tall wall.



2.3.0 Subordinate parking facilities to the house and site.

2.3.1 Minimize the impact of a garage or carport by: concealing them from the street, detaching them at the back of the lot or elsewhere, subsuming them into the building design, for example by tucking them underneath, locating them partially below grade (while avoiding any three-story appearance), orienting the garage door away from the street, and, on small lots, using only a single, one-car garage door.

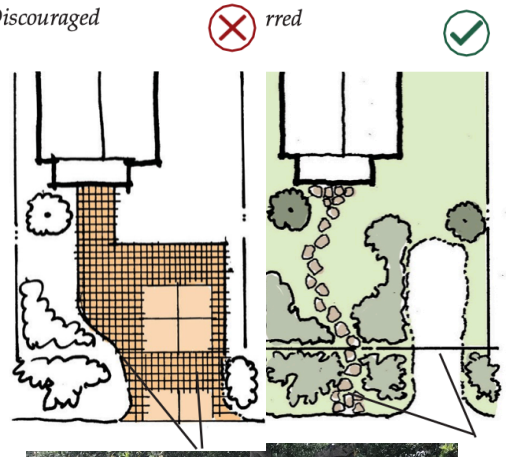
2.3.2 Use parking facilities to maintain or enhance variety along the street edge and to maximize landscaped open space, views, and privacy. If a detached, one-car garage or carport benefits the overall streetscape, the City may determine that it can encroach into the front setback. The City does not allow two-car garages in the front setback.

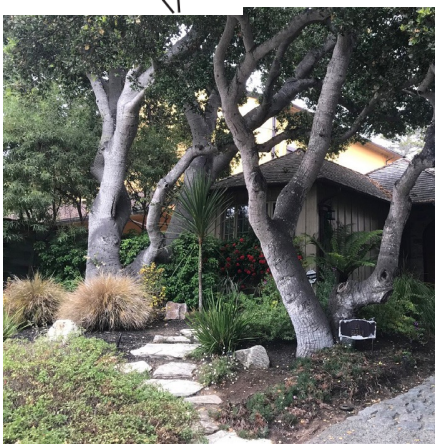
2.3.3 To maintain forest floor continuity, established vegetation, and ample front yard space, keep driveways at grade and without cuts and fills that would create a "ramp" effect or require retaining walls perpendicular to the street.



2.3.4 Minimize the amount of paved surface area for a driveway by using organic materials, "tire track" paving strips, sharing a single driveway between two adjacent properties, and/or limiting each site to the required single curb cut (unless a corner site requires a "through driveway").

2.4.0 Design all paved areas to be small, informal, and intimate.





2.4.1 Reduce widths of asphalt or concrete, separate a driveway from a front walkway with plantings, avoid formal or urban paving treatments, and soften paved edges with landscaping

2.4.2 Select paving with muted colors and texture authentic to the material, such as Carmel stone, granite, cobblestone, brick, asphalt, natural concrete, gravel, decomposed granite, and mulch, keeping easily displaced materials on private property only per M.C. 12.24.020.B.

2.5.0 Blend private landscape with that of the public right-of-way to make vegetated spaces appear larger and to improve continuity with the forest.

2.5.1 Design without a fence or wall along a street frontage.



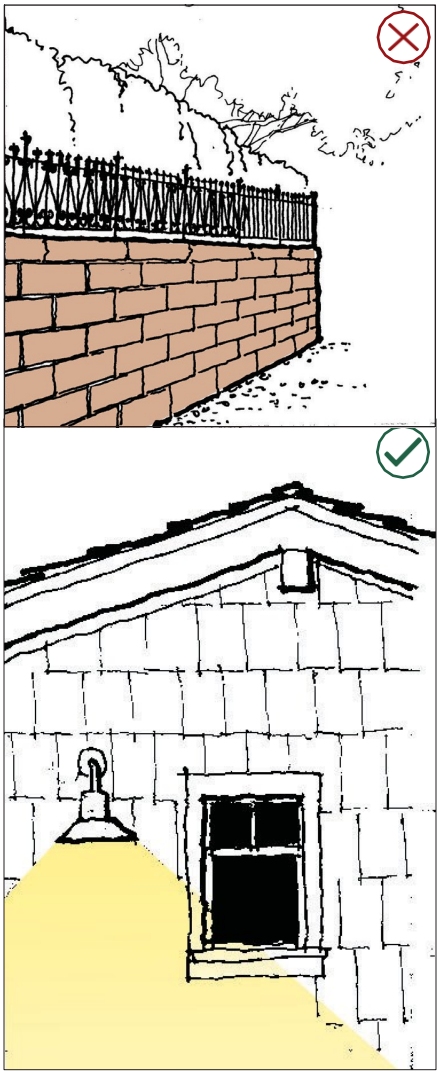
2.5.2 Where privacy or enclosure is needed, use shrubs, hedges, or other vegetation.

2.5.3 If vegetation does not provide sufficient safe enclosure along a street for children, pets, or others, install an informal, unfinished, wood fence, which preserves visual access into the front yard and at street intersections, by using open pickets wherein the size of the spaces are at least equal to the size of the material.

2.5.4 When creating an arbor, maintain a narrow, low, light, and open design, instead of a tall, wide structure with massive timbers or other heavy elements that dominate the street.

2.5.5 In rare cases, where a fence is needed but the predominant building material is stone, masonry, or stucco, a low garden wall of the same material and construction may fit into the site if fully integrated with the topography and other hardscape and if kept at four feet or less from grade.

2.5.6 Place front yard enclosures (such as hedges, fences, or walls) farther back from the front property lines as they become more solid. Refer to Maximum Building Envelope information to determine allowable heights and placements.



2.6.0 Preserve the nighttime, "dark-sky" character of neighborhoods.

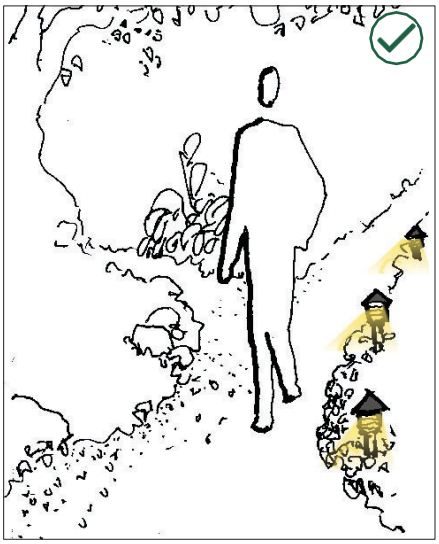
2.6.1 Subdue all exterior lights with shielded and focused fixtures of low lumens and warm white temperatures, as defined in municipal code. Do not use fluorescent lighting.

2.6.2 Use lights only where needed for safety and at outdoor activity areas, such as building entries, gates, terraces, walkways, and patios.

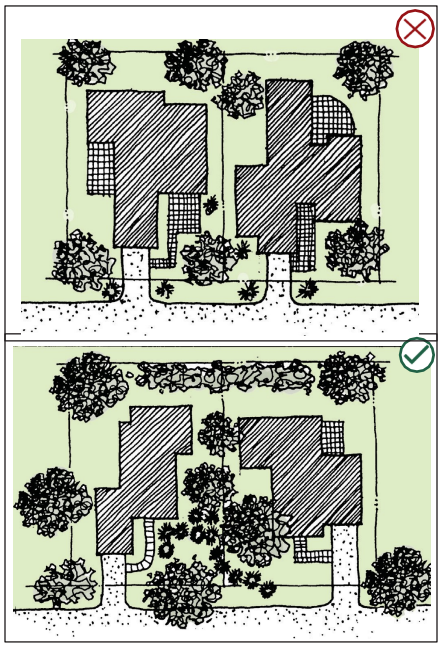
2.6.3 Do not use floodlights, spotlights, or lights to accent or uplight buildings, tree canopies, or other vegetation.

2.6.4 Instead of exposed light sources, locate and shield fixtures, including string lights, to eliminate glare and excess illumination onto neighboring properties and the street.

2.6.5 Size, locate, and shade skylights to eliminate glare or light pollution visible to neighbors or to the public. Use skylights only if interior spaces have no access to exterior windows, such windows have limited access to light, or windows would cause even greater impacts to adjoining homes.



3.0.0 Fit every built structure within its neighborhood context.



3.1.0 Locate open spaces so that they visually link with that of adjacent properties.

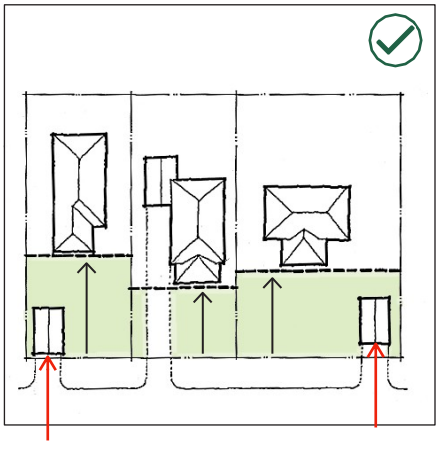
3.1.1 Coordinate open spaces in careful response to other open spaces to have an amplifying effect and combine them to increase their apparent size, rather than simply maintaining required setbacks.

3.1.2 On oversized or combined properties, maintain the open space character of Carmel's typical 4,000sf lot sizes, avoiding the appearance of a "compound" or "estate."

3.1.3 Relate a building's mass to the context of other homes nearby. Divide a larger building into forms similar in scale to traditional village houses, placing some mass in a detached secondary structure (garage, guest house, etc.) if necessary to reduce the overall mass of the primary building.

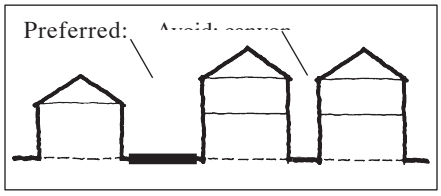
show example of 3+ structures

3.1.4 Stagger front setbacks of homes and garages to frame outdoor spaces, avoid uniform alignments, and provide variety in the arrangement of buildings and open spaces along the street, unless doing so prevents a visual aggregation of open space or endangers significant trees.



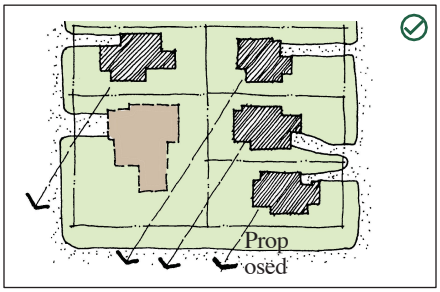
3.1.5 Stagger side setbacks with adjacent properties to avoid the "canyon effect" of a narrow corridor or tunnel between buildings. Provide even more open side yard space when buildings on adjacent properties are two stories or close to the joint property line. Refer to the Municipal Code for setback regulations.

3.1.6 Minimize building mass as seen from adjacent properties by: avoiding long, uninterrupted wall planes, placing tall building walls away from the property line and similar walls on neighboring sites, and providing greater setbacks for any chimney directly opposite a neighboring window.



3.1.7 Preserve access to light between properties.

3.2.0 Preserve views from nearby properties to natural features.

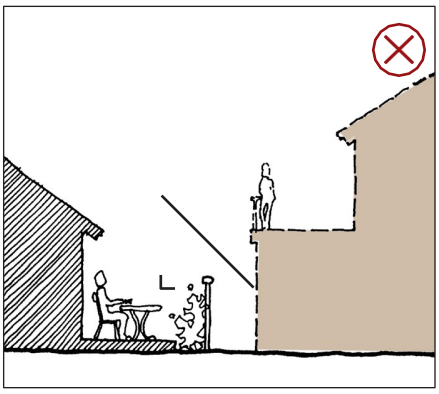




3.2.1 Locate building volumes to make use of views but not substantially block views enjoyed by others, keeping the building height low and the building footprint compact to maintain views over and along sides of properties.

3.2.3 Keep building elements from blocking views with sensitive placement and sizing, for example use chimneys with narrow profiles or minimalist flues.

3.3.0 Organize functions on a site to preserve reasonable privacy for adjacent properties.



3.3.1 Screen patios, terraces, and active areas of adjacent properties through the position of buildings and the preservation of significant trees.

3.3.2 Locate and size windows and skylights to avoid views in or out of neighboring indoor and outdoor active use areas. Limit windows to 12sf or less on side walls adjacent to neighbors.

3.3.3 Locate and screen balconies and decks to avoid overlooking active indoor and outdoor use areas of adjacent properties.

3.4.0 Vary the design of a new building from that of nearby and abutting properties.

3.4.1 Provide variety in building materials along a block.

3.4.2 When using painted or otherwise coated surfaces, provide variety in building color along a block.

3.5.0 Minimize negative impacts to surrounding properties.

3.5.1 Fully integrate utilities and services, including gas meters, electrical panels, water heaters, and trash receptacles, into the architectural design of the building.

3.5.2 In cases where full architectural integration is not possible, Eliminate the visual impacts of utilities by grouping and shielding them with architectural and landscape elements, such as cabinets, walls, fences, or plantings~~,~~ of integrated material and color.

3.5.3 In cases where trash receptacles cannot be integrated with the building itself…

4.0.0 Retain and build upon Carmel's established architectural heritage.

4.1.0 Preserve historic and existing resources.



4.1.1 Re-use existing buildings and their components, for example restoring rather than replacing original windows.

4.1.2 Respect adjacent historic resources by preserving adequate, light, open space, and views of and around the structure.

4.1.3 Check zoning standards for related incentives, such as expedited processing.

4.1.4 Follow additional standards for properties recognized as having official historic significance, such as Municipal Code Chapter 17.32 , the Historic Context Statement, and Historic Review Board consideration.

4.2.0 Continue Carmel's tradition of architectural diversity.

4.2.1 To avoid uniformity and the appearance of speculative development and to promote individual artistic expression, differentiate a new building's plan, massing, and overall design from that of nearby and abutting buildings.

4.2.2 When reproducing historic architecture, use the same materials and craftsmanship as those of the reproduced period.

4.2.3 For all architectural languages, use equivalent materials and craftsmanship as those of historic architecture.

4.2.4 Do not use designs that resemble those in speculative or "McMansion" developments or that present a commercial or industrial appearance.

4.3.0 Use traditional, natural building materials.



4.3.1 Use the preferred materials traditionally used in Carmel, such as wood, stone, tile, brick, artistically-crafted concrete, and stucco for walls, patios, and decking, as well as wood shingles and shakes, clay, slate, and concrete tiles for roofs. Use metal roofs only if they are detailed simply, have narrow flat panels devoid of corrugations or striations, use genuine, field-installed, standing or flat seams, and are unreflective and either uncoated, like Cor-Ten steel, or of integrated earth-toned color.

4.3.2 Choose materials that will form a desired natural patina over time or that can be maintained in their original condition.

4.3.3 Use materials in their natural conditions, scales, and colors.

4.3.4 When adding surface treatments, use matte finishes and muted earth tones, rather than highly polished treatments such as mirrored glass or reflective metals.

4.3.5 Apply materials using methods traditional to Carmel, for example, wood siding in shingles, horizontal clapboard, or board and batten, brick in its traditional modular dimension, or stucco in smooth or lightly textured finishes.

4.3.6 Use unclad wood, solid metal, or recyclable aluminum-clad wood windows, doors, and garage doors, with no vinyl or plastic elements.

4.4.0 Use manufactured materials according to traditional, natural principles.

4.4.1 Use manufactured materials only if they are ecologically sensitive: able to form a natural patina over time, able to be maintained rather than disposed, able to be fully dismantled and recycled or reused, biodegradable, and environmentally non-toxic or beneficial.

4.4.2 Do not use petroleum-based architectural elements.

4.4.3 Use products that meet or exceed the most current national or international ecological building standards (such as certified Cradle-to-Cradle) meet Carmel standards for manufactured materials.

4.4.4 Do not use manufactured materials that fake or mimic natural or other materials in their textures or finishes, including machine-stamped faux woodgrains. Use cast concrete only with non-uniform, handcrafted patterns such as those provided by genuine wood formwork.

4.4.5 Apply manufactured materials in a manner that conveys a traditional human scale.

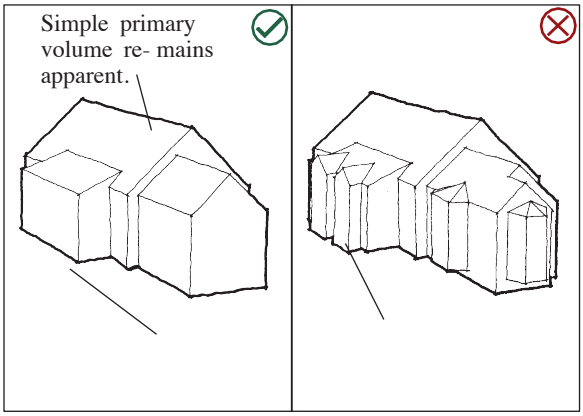
5.0.0 Design every built structure with modesty.

5.1.0 Restrain building forms, materials. and details.



5.1.1 Design a building consistently, with the design concept extending to all sides of the building and with no mixing of architectural languages.

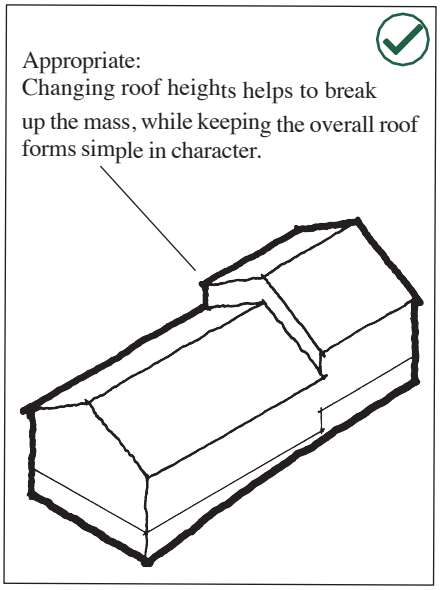
5.1.2 Keep primary building volumes simple, as seen traditionally, limiting the number of subordinate volumes and using basic rectangular, L-, T-, or U-shaped plans.



5.1.3 Avoid visual complexity, “busy” building forms, too many different materials, excessive and overly ornate or ostentatious details, and materials and details that contrast strongly within a single building or with neighboring buildings.

5.1.4 Do not use building elements that are complex, monumental, formal, out-of-scale, or that increase the visual prominence of the building.

5.1.5 Use restraint when introducing variation in building planes, using building offsets only for clear purposes such as avoiding tree limbs or expressing a change of occupational use within. Do not use small, purposeless offsets and do not change the building material or cladding at an offset.



5.1.6 Compose roof forms with just a few, simple planes with limited subordinate attachments such as dormers. For example, traditional gable and hip roofs have basic forms while mansard roofs and sloping roof “skirts” that conceal a flat area add too much complexity.

5.1.7 Subdue the character of the garage by using a rectilinear form with materials and colors that do not contrast with the main buildings.

5.2.0 Ensure that a building appears to be no more than two stories in height, as viewed from the public right-of-way.

5.2.1 Present one-story heights to the street and locate two story elements away from the street, except where this would appear dominant or out of scale when viewed from the public right-of-way or a neighboring home. Remember that a garage, even sunken below grade, counts as a story.

5.2.2 Use a low building plate height, generally not over 8 feet. The maximum plate height of 12 established in the Land Use Code is only to accommodate sloping building sites.

5.2.3 Make detached garages one story, one-car, and small in scale, with the wall plate height no taller than that of the first-story plate of the main house.



5.3.0 Convey human scale in a building's basic forms.

5.3.1 Organize building mass into realistic modules to reduce perceived size, breaking a larger house into subordinate modules which appear authentic, in that they reflect real, functioning spaces within, not just minor offsets meant to create interest.

5.3.2 Do not use design features that produce a top-heavy appearance such as large cantilevered building elements, roof forms that dominate the body of the building, or wide chimney structures.

5.3.3 Emphasize the low and horizontal so that buildings appear to hug the ground.

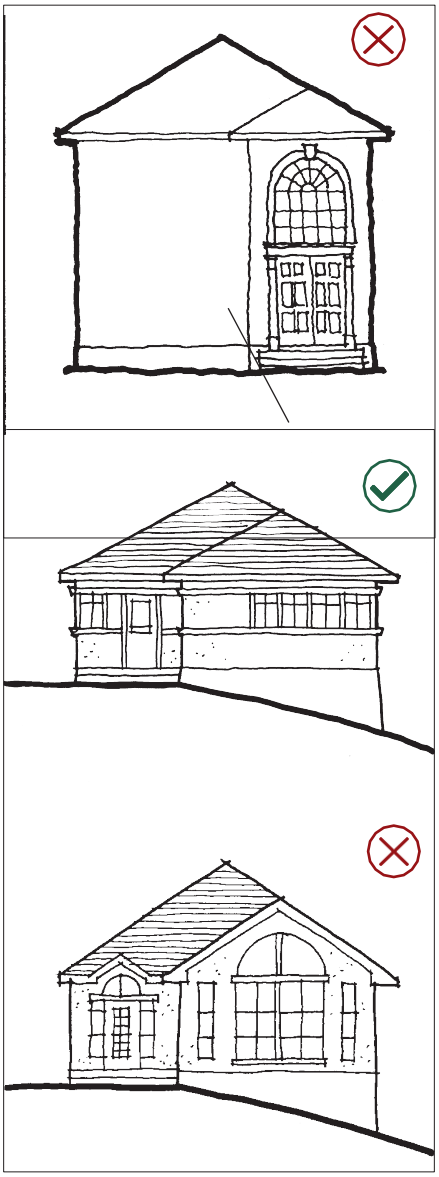
5.3.4 Keep plate heights and roof eave lines low in scale, tucking upper story rooms under roof slopes, so as to reduce the height of exposed walls.

5.3.5 Proportion roof forms to the scale of the building.



show outline of roof proportions

5.3.6 Use historic Carmel styles only at their traditional, human scales.



5.4.0 Use building details to provide interest but not to exaggerate the scale of a building.

5.4.1 Add details to relieve blank surfaces and achieve a scale compatible with the building's forms and its architecture.

5.4.2 Use all materials, natural or man-made, at traditional scales, dimensions, and modules.

5.4.3 Use appropriately sized, never oversized, building elements, such as windows, doors, entries, chimneys, overhangs, dormers, and porches to reduce scale, especially as visible from public view.

5.4.4 Keep visible openings subordinate in scale to the building. Do not use "grand", oversized entryways, windows, or doors. When reproducing historic architecture, limit the dimension of any glass to that which was possible to span using only the original construction techniques of that era.

5.4.5 Limit the use of specialty windows that add to building bulk to no more than one visible from the street. Avoid altogether bay and oriel windows facing the street if this would create a repeating pattern within the context of adjacent structures.

5.5.0 Keep the overall color scheme muted to blend with the forest palette.

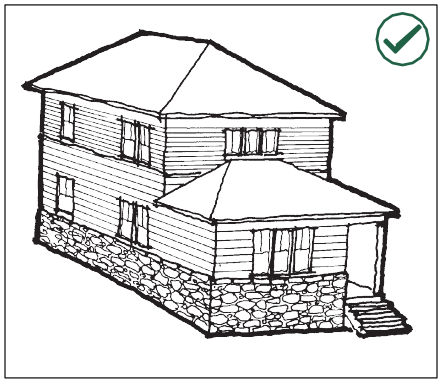
5.5.1 Limit the use of bright colors, if any, to key accent features, such as an entry door.

5.5.2 Avoid starkly contrasting color schemes.

6.0.0 Detail every property authentically and consistently.

6.1.0 Use building materials and features in a manner that conveys authenticity.







6.1.1 Convey a sense of true craftsmanship in architectural details.

6.1.2 Do not use fake, purely decorative building elements such as dummy chimneys, doors, windows, or shutters. Size any shutters so that they would cover their entire window, whether or not they are in active use.

6.1.3 Do not use materials or details inauthentic to the architecture or that appear non-structural, gratuitous, or applied as superficial elements, wall "accents" or veneers.

6.1.4 On multi-paned windows and doors, use true dividers that go from inside to outside between the panes of glass.

6.1.5 Where materials do not simply remain un-coated, finish with a plain, uniform, matte varnish, stain or paint, without faux finishes.

6.1.6 Use details that are true structural elements, such as natural wood exposed rafter tails, beams, or stacked stone foundations. If costs prove prohibitive, simplify the architectural language rather than mimic more costly methods.

6.1.7 Use a "hierarchy" of building materials, with heavier coarser materials below lighter materials.

6.1.8 Whether on a building or a landscape element, stack stone traditionally so that it appears, or actually is, structurally load-bearing. Do not "float" stone above lighter materials or use it purely decoratively, such as framed just around windows or doors, or randomly clustered on corners, walls, or chimneys.

6.1.9 Detail new and/or manufactured materials in ways authentic to their own composition. For example, carefully plan the woodgrain

and modules of formwork for exposed poured concrete or use cement board siding with a smooth, untextured surface, rather than an added, faux woodgrain.

6.2.0 Use building materials or features in a consistent manner.



6.2.1 Use design details and surface materials throughout the full exterior of the building. Do not apply special materials or design treatments to the street facade only.

6.2.2 Do not stop wall materials at corners, instead wrap them around the entire building.

6.2.3 Use only one primary material for building walls with any additional materials clearly subordinated.



6.2.4 Make window and door styles, materials, and finishes uniform throughout a design.

6.3.0 Make architectural details integral elements of the overall building design concept.



6.3.1 Use window and door proportions, sizes, styles, and materials accurate for the architectural style of the building. Traditional historic styles and their reproductions require small openings, in keeping with older technologies.

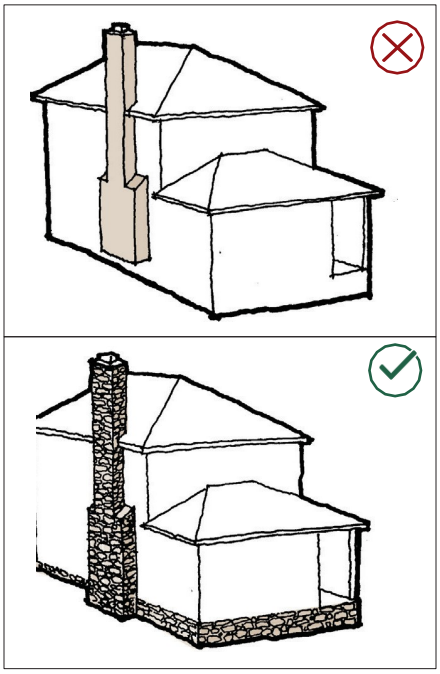
6.3.2 Integrate the primary entrance with the overall design of the house.



6.3.3 Rather than installing a standard overhead product, craft a garage door either to provide visual interest, to recede completely into the materials and colors of the building wall, or orient it so as not to face the street.

6.3.4 Blend any skylights, their size, shape, placement, number, and framing into the overall roof and building design. Preserve the overall roof form by respecting the

maximum allowable percentage of skylight area and the minimum allowable distance from eaves. Ensure that skylights do not appear random, visually prominent to the neighbors, nor visible to the street. Do not use high profile, domed, or pyramidal units.



6.3.5 Design a balcony to be subordinate in scale and proportion to the house, while using materials and details appropriate to the overall building design.

6.3.6 Locate and proportion a chimney and its cap to integrate into the overall building design. Make a chimney attached to the side of a building appear to be self supporting, not "floating" above the ground or foundation.

6.3.7 Choose roof materials and installation details accurate to the architectural style of the building. Add new energy conservation and generation technologies, including "cool" and planted areas, to roofs only if subdued in appearance.

6.3.8 Handcraft any fences, using unfinished grapestakes or wood pickets and not ornate wrought iron or chain link.



6.3.9 Integrate any garden wall with the building architecture and materials, using matte-finished native stone, river rock, brick, or plain-textured plastered masonry, not unfinished concrete or concrete block.

6.3.10 Integrate an arbor into the fence or wall design, incorporating vines or other landscaping to blend it into the garden.

6.3.11 Distinguish a gate from the adjoining fence or wall with crafted or individualized details, while maintaining filtered views into the property. Do not use vehicle gates except on unusually large estate properties.



6.3.12 Never use gate posts or columns that are monumental or out-of-scale with the building design, nor stand-alone stone columns that are not integrated into other stone elements. Keep posts and columns the same height as their adjacent fence or wall.

6.3.13 Use house identification devices, such as name and number signage, that is subordinate to and appropriate to the architecture.

Design Traditions 1.5 Project – Milestone Schedule

Note: "Step" numbers based on project timeline from Winter & Co. Professional Services Agreement

Project Phase One: Confirming The Scope Of The Amendments

Step 5 – Confirm the Project Direction

- COMPLETE - October 4, 2022
  - Strategy Paper accepted by City Council
  - Project Phase One - COMPLETE

Project Phase Two: "Executing The Updates"

STEP 6 – Develop Draft #1 of Updates to Design Guidelines

- COMPLETE February, 2023 (Was – December, 2022)
  - DELIVERABLE: 1st draft Residential Design Guidelines Update
  - DELIVERABLE: 1st draft Commercial Design Guidelines Update
- IN PROCESS (Was - December, 2022/January, 2023)
  - Review 1st draft Design Guidelines with Steering Committee
  - Revisions as needed

Step 7 – Develop Draft #1 of Zoning Amendments

- TBD (Was - January 15, 2023)
  - DELIVERABLE: Outline for Zoning Code amendments
- TBD (Was - January 30, 2023)
  - DELIVERABLE: 1st draft Zoning Code update
- TBD (Was - February, 2023)
  - Review 1st draft Zoning Code with Steering Committee
  - Revisions as needed

Step 8 – Present Drafts to the Community

- TBD (Was - February, 2023)
  - Prepare presentation materials for Community Workshop #3
- TBD (Was - March, 2023)
  - Community Workshop #3 – present Draft Design Guidelines and Zoning Code for feedback
  - Conduct study Sessions with Planning Commission and City Council for final updates

Steps 9 and 10 – Develop Draft #2 of Design Guidelines and Zoning Code

- TBD (Was - April/May, 2023)
  - Execute final text and illustration revisions to Guidelines and Zoning Code
  - DELIVERABLE: Final presentation materials for adoption hearings

Step 11 – Implementation

- TBD (Was - June, 2023)
  - Adoption Hearings

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

June 6, 2023
PUBLIC HEARINGS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Chip Rerig, City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	First Reading of Ordinance 2023-005 to Renew the Carmel Restaurant Improvement District

RECOMMENDATION:

1. Hold a Public Hearing; Request City Attorney to read Title of the Ordinance (**Attachment 1**).
2. Motion to waive further reading and introduce Ordinance 2023-005 renewing the Carmel Restaurant Improvement District (CRID) for a term of nine (9) years and six (6) months, beginning January 1, 2024 or as soon as possible thereafter, and ending on June 30, 2033

BACKGROUND/SUMMARY:

BACKGROUND

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

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

Restaurant Improvement Districts

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

restaurant businesses within the RID.

RID benefits:

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

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

MANAGEMENT DISTRICT PLAN

The Management District Plan **(Attachment 2)** includes the proposed boundary of the CRID, a service plan and budget and a proposed means of governance. The CRID will include all full service restaurant businesses, existing and in the future, within the City boundaries of Carmel-by-the-Sea.

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

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

CRID RENEWAL PROCESS

May 2, 2023	**RESOLUTION OF INTENTION MEETING** ***(Completed)*** Upon the submission of a written petition, signed by the restaurant business owners in the renewed CRID who will pay more than fifty percent (50%) of the assessments proposed to be levied, the City Council may initiate proceedings to renew the CRID by the adoption of a resolution expressing its intention to renew the CRID. *Petition Status:* Petitions in favor of CRID renewal were submitted which represent over 50% of the total CRID assessment. This majority petition allows the Council to initiate proceedings for CRID renewal at the May 2, 2023 meeting.

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

ALTERNATIVES

The Council could choose not to hold the public meeting and introduce the Ordinance to renew the CRID. Staff does not recommend this option.

FISCAL IMPACT:

None immediately. The City will retain a fee of two percent (2%) of the amount collected to cover its costs

of administration. Because the district programs are intended to increase commerce in the City, there may be an increase in sales tax collections.

PRIOR CITY COUNCIL ACTION:

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

ATTACHMENTS:

Attachment 1) Draft Ordinance 2023-005
Attachment 2) CRID Management District Plan 2024-2033 (Redline)

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

ORDINANCE NO. 2023-005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA RENEWING THE CARMEL RESTAURANT IMPROVEMENT DISTRICT (CRID) FOR A TERM OF NINE (9) YEARS AND SIX (6) MONTHS, BEGINNING JANUARY 1, 2024 OR AS SOON AS POSSIBLE THEREAFTER, AND ENDING ON JUNE 30, 2033

WHEREAS, the City of Carmel-by-the-Sea created the Carmel Restaurant Improvement District (CRID) for a five (5) year term by Resolution No. 2018-107; and

WHEREAS, the initial five (5) year term of the CRID ends on December 31, 2023; and

WHEREAS, full service restaurant businesses who will pay more than fifty percent (50%) of the proposed assessment have petitioned the Council to renew the CRID; and

WHEREAS, included with the petitions was a Management District Plan (Plan) summary that describes the proposed assessment to be levied on full service restaurant businesses to pay for sales and marketing services, and other improvements and activities set forth in the Plan; and

WHEREAS, the assessed full service restaurant businesses within the CRID will receive a specific benefit from the activities and improvements set forth in the Plan; and

WHEREAS, on May 2, 2023, at 4:30 PM at the Council Chambers located at City Hall, east side of Monte Verde Street between Ocean and Seventh Avenues, the Council adopted a Resolution of Intention, Resolution No. 2023-050; and

WHEREAS, the public meeting and public hearing to consider the renewal of the CRID have been properly noticed in accordance with Streets and Highways Code §36623; and

WHEREAS, on June 6, 2023 at 4:30 PM at the at the Council Chambers located at City Hall, east side of Monte Verde Street between Ocean and Seventh Avenues, the Council will hold a public meeting regarding the renewal of the CRID, and subsequently held the first reading of this Ordinance to renew the CRID and continue the levy of assessments, and the Council will hear and receive objections and protests, if any, to the renewal of the CRID and the levy of the proposed assessment; and

WHEREAS, it is scheduled that on July 11, 2023 at 4:30 PM at the Council Chambers located at City Hall, east side of Monte Verde Street between Ocean and Seventh Avenues, the Council will hold a public hearing to renew the CRID and continue the levy of assessments, and the Council will hear and receive all objections and protests, if any, to the renewal of the CRID and the levy of the proposed assessment; and

WHEREAS, it is scheduled that on July 11, 2023, following the receipt of all objections and protests and the adoption of the Resolution of Formation, Resolution No. 2023-050 a second reading of this Ordinance to renew the CRID and to continue the levy of assessments will be heard. At the conclusion of the second reading of the Ordinance, the Council may adopt the Ordinance, renewing the CRID and levying the assessment; and

WHEREAS, it is scheduled that the City Clerk will confirm by July 11, 2023, that there was no majority protest. A majority protest is defined as written protests received from owners of full service restaurant businesses in the renewed CRID which would pay fifty percent (50%) or more of the assessments proposed to be levied. Protests are weighted based on the assessment proposed

to be levied on each assessed full service restaurant business; and

WHEREAS, pursuant to the Taxpayer Protection and Government Accountability Act (TPGAA), an initiative certified eligible for qualification for the November 5, 2024, general election ballot, the proposed assessment is an exempt charge as the CRID is a restaurant improvement district formed under the provisions of the Property and Business Improvement District Law of 1994, as set forth in the Streets and Highways Code §36600, et seq.; and

WHEREAS, the amount of the proposed assessment for the entire CRID in each full fiscal year (July 1 – June 30) will total approximately $240,000. The initial "year" of operations will be a partial year consisting of six (6) months, with an anticipated assessment budget of $96,000. Pursuant to the TPGAA, the City has found the proposed assessment amount is reasonable given the scope of services to be provided and shall not exceed the actual cost of providing the CRID services to the payors; and

WHEREAS, adoption of this Ordinance does not diminish the legal effect of the adoption of the Resolution of Formation.

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

Section 1. Findings. The City Council of the City of Carmel-by-the-Sea does hereby find that the above referenced recitals are true and correct and material to the adoption of this Ordinance; and

Section 2. Codification. This Ordinance shall not be codified in the Carmel-by- the-Sea Municipal Code.

Section 3. Enacted. **All provisions of the Carmel Restaurant Improvement District ("CRID") are made effective through this Ordinance as follows:**

3.1 Renewed. The City hereby renews the CRID for a nine (9) year and six (6) months life, beginning January 1, 2024 or as soon as possible thereafter, and ending on June 30, 2033, under the provisions of the Property and Business Improvement District Law of 1994, as set forth in the Streets and Highways Code of the state, Section 36600 et seq.

3.2 Management District Plan. The Management District Plan (Plan) dated July 11, 2023 is hereby adopted and approved.

3.3 Activities and Improvements. The activities to be provided to benefit full service restaurant businesses in the CRID will be funded by the levy of the assessment. The revenue from the assessment levy shall not be used: to provide activities that directly benefit businesses outside the CRID; to provide activities or improvements outside the CRID; or for any purpose other than the purposes specified in this Ordinance, the Resolution of Intention, the Resolution of Formation, and the Plan. Notwithstanding the foregoing, improvements and activities that must be provided outside the CRID boundaries to create a specific benefit to the assessed full service restaurant businesses may be provided, but shall be limited to marketing or signage pointing to the CRID.

The Council finds as follows:

A. The activities funded by the assessment will provide a specific benefit to assessed full service restaurant businesses within the CRID that is not provided to those not paying the assessment.
B. The assessment is a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed

the reasonable costs to the local government of conferring the benefit or granting the privilege.

C. The assessment is a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.
D. Assessments imposed pursuant to the CRID are levied solely upon the assessed full service restaurant business, and the full service restaurant business owner is solely responsible for payment of the assessment when due. The amount of assessment, if passed on to each customer, shall be disclosed in advance and separately stated from the amount of consideration charged and any other applicable taxes, and each customer shall receive a receipt for payment from the business.
E. The assessments levied for the CRID shall be applied toward sales and marketing services, and other improvements and activities as set forth in the Plan.
F. Assessments levied on full service restaurant businesses pursuant to this Ordinance shall be levied on the basis of benefit. Because the services provided are intended to increase restaurant food and drink sales, an assessment based on gross food and drink sales revenue is the best measure of benefit.

3.4 Budget. The assessments for the entire CRID in each full fiscal year (July 1 – June 30) of operations will total approximately $240,000. The initial "year" of operations will be a partial year consisting of six (6) months, with an anticipated assessment budget of $96,000.

3.5 Bonds. Bonds shall not be issued to fund the CRID.

3.6 Boundaries. The renewed CRID includes all full service restaurant businesses, existing and in the future, located within the City boundaries of the City of Carmel-by-the-Sea as described in the Plan.

3.7 Assessments.

A. The annual assessment rate is one quarter of one percent (0.25%) of gross food and drink sales revenue. During the CRID's term, the assessment rate may be increased by the CRID Management Committee to a maximum rate of one percent (1%) of gross food and drink sales revenue for assessed full service restaurant businesses. The maximum increase or decrease in any year shall be one quarter of one percent (0.25%). If the assessment rate is increased, it may subsequently be decreased but shall not be decreased below a minimum of one quarter of one percent (0.25%) of gross food and drink sales revenue.
B. The assessments shall be used for the purposes set forth herein and any funds remaining at the end of any year may be used in subsequent years in which the CRID assessment is levied as long as they are used consistent with the requirements set forth herein.

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

3.9 Owners' Association. The Council through adoption of this Ordinance and the Plan, has the right pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the CRID as defined in Streets and Highways Code §36612. The City Council has determined that Visit Carmel will continue to serve as the Owners' Association for the CRID. The CRID Management Committee, comprised of a minimum of three (3) business owners, or their representatives, paying the CRID assessment, will continue to be responsible for implementing the Plan. Passage of this Ordinance authorizes the

Council to contract with Visit Carmel to administer the CRID.

3.10 Annual Report. Visit Carmel, pursuant to Streets and Highways Code §36650, shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvement and activities described in the report. The first report shall be due after the first year of operation of the CRID.

3.11 Amendments to Enabling Legislation. The CRID renewed pursuant to this Ordinance shall be subject to any amendments to the Property and Business Improvement District Law of 1994 (California Streets and Highways Code §36600 et. seq.).

Section 4. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

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

Section 5. Publication. The City Clerk shall publish or post this ordinance in the manner required by law.

Section 6. Effective Date. This Ordinance of the City of Carmel-by-the-Sea shall be effective thirty (30) days after its passage.

INTRODUCED at a Regular meeting of the City Council of the City of Carmel-by-the-Sea on the 6th day of June, 2023.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVE: ATTEST:

_____ _____

Dave Potter, Mayor Nova Romero, MMC, City Clerk

2024-2033



CARMEL RESTAURANT IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

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

July 11, 2023

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I. OVERVIEW

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

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

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

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

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

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

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

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

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II. BACKGROUND

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

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

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

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

There are many benefits to Business Improvement Districts:

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

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

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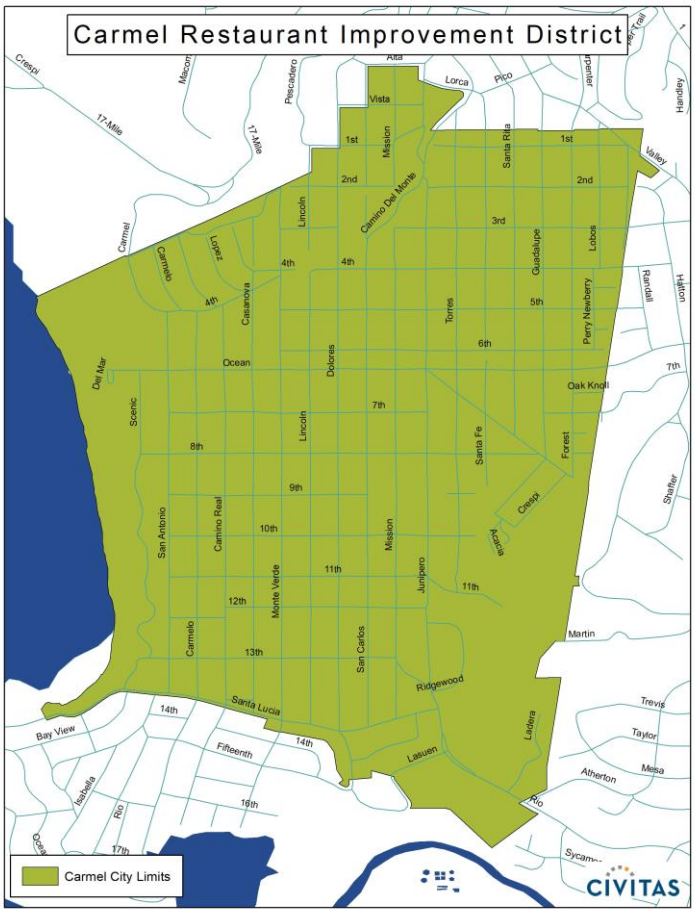
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III. BOUNDARY

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

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

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



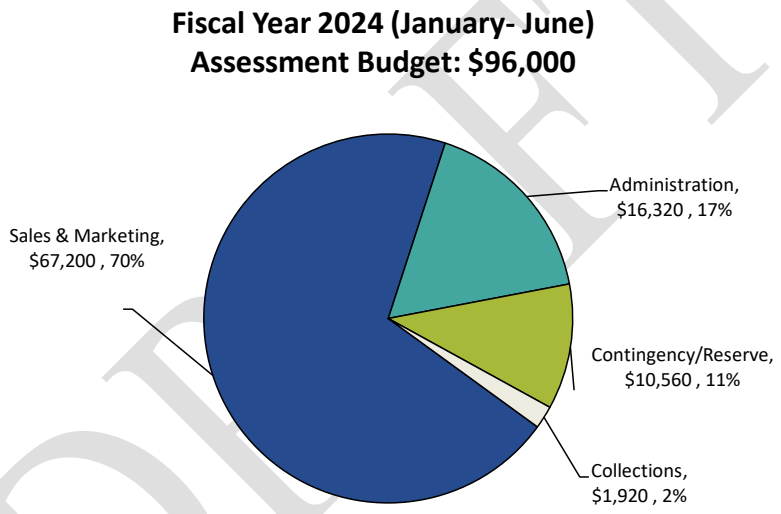
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IV. ASSESSMENT BUDGET AND SERVICES

A. Annual Service Plan

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

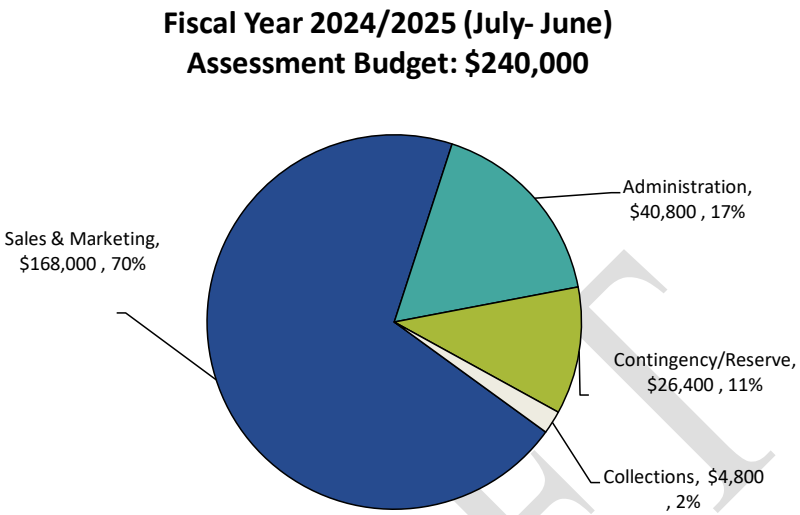
A service plan assessment budget has been developed to deliver services that benefit the assessed businesses. A detailed annual assessment budget will be developed and approved by the Owners' Association. The table below illustrates the annual assessment budget for fiscal year January 1, 2024- June 30,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



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

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

Sales and Marketing

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

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

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

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

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

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

B. Annual Budget

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

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

Estimated Annual Budget if Maximum Assessment Rates are Adopted

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

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

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

Estimated Annual Budget if Maximum Assessment Rates Are Not Adopted

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

C. California Constitutional Compliance

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

1. Specific Benefit

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

[1] *Jarvis v. the City of San Diego* 72 Cal App. 4th 230
[2] Cal. Const. art XIII C § 1(e)(1)

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

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

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

2. Specific Government Service

The assessment may also be utilized to provide, "a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product."[4] The legislature has recognized that marketing and promotions services like those to be provided by the CRID are government services within the meaning of Proposition 26[5]. Further, the legislature has determined that "a specific government service is not excluded from classification as a 'specific government service' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor."[6]

3. Reasonable Cost

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

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

[3] Government Code § 53758(a)
[4] Cal. Const. art XIII C § 1(e)(2)
[5] Government Code § 53758(b)
[6] Government Code § 53758(b)

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D. Assessment

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

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

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

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

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

Bonds shall not be issued.

E. Penalties and Interest

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

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

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

F. Time and Manner for Collecting Assessments

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

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V. GOVERNANCE

A. Owners' Association

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

B. Brown Act and California Public Records Act Compliance

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

C. Annual Report

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

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

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APPENDIX 1 – LAW

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

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

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

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

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.

(d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.

(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.

(2) Job creation.

(3) Business attraction.

(4) Business retention.

(5) Economic growth.

(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.

(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.

(h) The act amending this section is intended to provide the Legislature's guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed.

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

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

36602. Purpose of part

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

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

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. "Activities"

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:

(a) Promotion of public events.
(b) Furnishing of music in any public place.
(c) Promotion of tourism within the district.
(d) Marketing and economic development, including retail retention and recruitment.
(e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
(f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. "Business"

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"Business" means all types of businesses and includes financial institutions and professions.

36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. "Clerk"

"Clerk" means the clerk of the legislative body.

36609.5. "General benefit"

"General benefit" means, for purposes of a property-based district, any benefit that is not a "special benefit" as defined in Section 36615.5.

36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

(a) Parking facilities.
(b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
(c) Trash receptacles and public restrooms.
(d) Lighting and heating facilities.
(e) Decorations.
(f) Parks.
(g) Fountains.
(h) Planting areas.
(i) Closing, opening, widening, or narrowing of existing streets.
(j) Facilities or equipment, or both, to enhance security of persons and property within the district.
(k) Ramps, sidewalks, plazas, and pedestrian malls.
(l) Rehabilitation or removal of existing structures.

36611. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

36612. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.

36614. "Property"

"Property" means real property situated within a district.

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36614.5. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

36614.6. "Property-based assessment"

"Property-based assessment" means any assessment made pursuant to this part upon real property.

36614.7. "Property-based district"

"Property-based district" means any district in which a city levies a property-based assessment.

36615. "Property owner"; "Business owner"; "Owner"

"Property owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. "Business owner" means any person recognized by the city as the owner of the business. "Owner" means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. "Special benefit"

(a) "Special benefit" means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

(b) "Special benefit" also includes, for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefits does not make the benefits general.

36616. "Tenant"

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

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A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

(1) A map showing the boundaries of the district.

(2) Information specifying where the complete management district plan can be obtained.

(3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the estimated cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a

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statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.
(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.
(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against their property or business. The plan also shall state whether bonds will be issued to finance improvements.
(g) The time and manner of collecting the assessments.
(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.
(i) The proposed time for implementation and completion of the management district plan.
(j) Any proposed rules and regulations to be applicable to the district.
(k)

(1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.
(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.
(3) In a property-based district, properties throughout the district may share the same special benefits. In a district with boundaries that define which parcels are to receive improvements, maintenance, or activities over and above those services provided by the city, the improvements, maintenance, or activities themselves may constitute a special benefit. The city may impose assessments that are less than the proportional special benefit conferred, but shall not impose assessments that exceed the reasonable costs of the proportional special benefit conferred. Because one or more parcels pay less than the special benefit conferred does not necessarily mean that other parcels are assessed more than the reasonable cost of their special benefit.

(l) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.
(m) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.
(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the

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public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

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(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

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(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:
(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.
(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.
(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

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(a)The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

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36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
(2) During the operation of the district, there shall be a 30-day period each year in which assessees may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.
(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

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APPENDIX 2 – ASSESSED BUSINESSES

Akaoni
Alvarado Street Brewery
Anton & Michel Restaurant
Aubergine
AW Shucks
Basil
Barmel
Brophy's Tavern
Bud's at La Playa
Cantinetta Luca
Carmel Belle
Carmel Burger Bar
Carmel's Hidden Gem
Café Luna
Carmel's Bistro Giovanni
Casanova Restaurant
Catch
Chez Noir
Cottage Restaurant
Cultura Comida Y Bebida
Dametra Cafe
Edwin's Carmel
Enzo Ristorante Italiano
Flaherty's Seafood Grill & Oyster Bar
Flying Fish Grill
Foray
Forge in the Forest
Grasings Coastal Cuisine
Grill on Ocean Ave
Hogs Breath Inn
Il Fornaio
Il Tegamino
Katy's Place
L Escargot
La Balena
La Bicyclette
Le Souffle
Little Napoli & Bar Napoli
Little Swiss Cafe
Links Club
Mission Bistro
Mulligan Public House
Nicolás Cocina de Herencia
Pangaea Grill
Patisserie Boissiere
Portabella
Promesa
Rise + Roam
Seventh and Dolores
Stationaery
Sushi Heaven
Terrys Lounge
The Pocket
Tommys Wok
Toro Sushi
Tree House Cafe
Tuck Box
Vesuvio & Star Bar
Village Corner
Yafa

**List as of March 2023*

Deleted: Little Swiss Cafe
Deleted: Links Club
Deleted: Mission Bistro
Deleted: Mulligan Public House
Deleted: Nicolás Cocina de Herencia

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

June 6, 2023
PUBLIC HEARINGS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Maxine Gullo, Ass't. City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-066 Adopting the Fiscal Year 2023-2024 Appropriations Limit

RECOMMENDATION:

Adopt Resolution 2023-066 approving the FY23-24 Appropriations Limit

BACKGROUND/SUMMARY:

The State Constitution (Article XII IB) places a limit on the amount of monies that a governmental entity is able to spend based upon projected tax revenues. In accordance with State law, the government entity must adopt an annual appropriations limit. This limit is calculated using a prescribed methodology outlined by the State. The limit is adjusted by the change in the cost of living and the change in population, using the California Department of Finance figures.

In calculating the appropriations limit, the City Council has the option to use either the change in per capita income or the percentage change in the local assessment roll. In addition, the Council may either use the change in population within the City or within the County. For consistency purposes, staff recommends using the California per capita personal income of 4.44% and the population growth for the City of Carmel by the Sea of -.49%. The Department of Finance uses a formula that converts the percent change in income and population growth into a ratio and thus the adjustment factors for calculating the GANN limit are 1.0444 for income and 0.9951 for population growth.

These adjustment factors are applied to the current fiscal year (Fiscal Year 2022-2023) GANN limit in order to determine the appropriation limit for the upcoming fiscal year (Fiscal Year 2023-2024). Using this formula, the City's appropriation limit for Fiscal Year 2023-2024 is $40,742,203. The appropriations subject to the GANN limit is $25,996,802; thus, the City is well within its GANN limit.

FISCAL IMPACT:

The appropriation limit for fiscal year 2023-2024 is based upon budgeted revenues for property tax, sales tax, transient occupancy tax, motor vehicle in lieu and business license tax. Together, these revenues are budgeted at $25,996,802.

PRIOR CITY COUNCIL ACTION:

Council adopted the Fiscal Year 2022-2023 Appropriations Limit on June 7, 2022.

ATTACHMENTS:

Attachment 1) Resolution 2023-066

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA ADOPTING THE FISCAL YEAR 2023-2024 APPROPRIATIONS LIMIT

WHEREAS, under Article XIIIB of the State Constitution, public agencies are required to annually establish maximum appropriations limits referred to as the GANN limit (Limit); and

WHEREAS, since fiscal year 1991, the City is permitted to adjust its Limit in accordance with inflation and population adjustment factors; and

WHEREAS, the annual adjustment factors that were selected to calculate the Fiscal Year 2023-2024 Limit were the California per capita personal income adjustment factor of 1.0444 and the Carmel by the Sea population growth factor of 0.9951; and

WHEREAS, in accordance with California Government Code Section 7910, a notice of the public hearing was published in the Carmel Pine Cone on May 19, 2023; the documentation used in determining the Limit has been made available to the general public for fifteen days prior to the date of the adoption; and Council conducted a public hearing on the Limit on June 6, 2023; and

WHEREAS, the City may not appropriate any proceeds of taxes in excess of its Limit.

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

1. Adopts the final calculation of the Appropriation Limit for Fiscal Year 2023-2024 as $40,742,203, which is attached hereto as **Exhibit A**.

2. Certifies the Fiscal Year 2023-2024 Adopted Appropriations Subject-To-Limit of $25,996,802 does not exceed the GANN limit, which is attached hereto as **Exhibits A and B** respectively.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 6th day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dave Potter
Mayor

ATTEST:

_____
Nova Romero
City Clerk

Exhibit A

City of Carmel-by-the-Sea
Spending Limit Calculations
Fiscal Year 2023-2024

Appropriations Subject to Limit		
Fiscal Year 2023-2024 General Tax Revenues	$	25,996,802
Less Non proceeds of Tax	$	-
Total appropriations subject to limits	$	25,996,802
Appropriations Limit		
Fiscal Year 2022-2023 Appropriations limit	$	39,201,580
Plus change factors		
A. Cost of Living adjustment/Per Capital Income		1.0444
B. Population Adjustment		0.9951
Total Change Factor		1.0393
Increase in appropriations limit	$	1,540,622
Fiscal Year 2023-2024 Appropriations Limit	$	40,742,203
Remaining appropriations capacity	$	14,745,401
Availability capacity as a percent of appropriations limit		36%

Exhibit B

City of Carmel-by-the-Sea
Spening Limit Calculation
Fiscal Year 2023-2024

Revenue Source		Fiscal Year 2023-2024 Budget
Property Tax	$	8,465,082
Sales and Use Tax	$	9,605,953
Transient Occupancy Tax	$	6,801,007
Business License Tax	$	557,024
Motor Vehicle in Lieu	$	567,736
Total Budgeted Tax Revenues	**$**	**25,996,802**

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

June 6, 2023
PUBLIC HEARINGS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Maxine Gullo, Ass't. City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-067 Adopting the Fiscal Year 2023-2024 Annual Operating and Capital Budget

RECOMMENDATION:

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

BACKGROUND/SUMMARY:

In accordance with Carmel Municipal Code Section 3.06.020, prior to the beginning of each fiscal year, the City Administrator shall prepare and submit to the City Council a proposed operating and capital budget for the forthcoming fiscal year. The proposed budget, referred to as the Fiscal Year 2023-2024 (FY 23-24) Recommended Budget of $40.9 million is submitted for Council's consideration. The proposed expenditures totaling $40.9 million, include the General Fund operating budget ($26.3 million), debt service ($528,000), pension mitigation and unfunded liability ($3.0 million), capital budget ($10.9 million), and workers compensation ($76,600). The proposed revenues totaling $30.9 million include property taxes ($8.5 million), sales tax ($9.6 million), transient occupancy tax ($6.8 million), and other revenue ($6.0 million). The FY 23-24 Recommended Budget requires the use of $9.9 million in prior years' savings ("fund balance") specifically to fund deferred Capital projects.

FY23-24 Recommended Revenue	**$30,927,502**
General Fund Operating Expenditures	26,324,852
Debt Service	528,044
Pension Mitigation / Unfunded Liability	3,007,732
Capital Outlay	10,916,100
Workers Compensation	76,600
FY23-24 Recommended Expenditures	**$40,853,328**
Revenues Over (Under)	(9,925,826)
Use of Fund Balance	**$9,925,826**

As the economy continues to rebound from the economic impacts associated with the coronavirus pandemic, the City anticipates an increase in revenues for FY 23-24. Conversely, the City also expects its expenditures to grow in FY 23-24, primarily related to increased staffing, pension costs, general operating costs, and a robust Capital Improvement Plan. Highlights of the budget include:

- Salary and benefit costs of approximately $15.1 million with minimal changes to FTE over prior FY (96.23 FTE total).
- Pension costs of approximately $3.0 million, which includes $2.0 million for the City's annual unfunded accrued liability ("UAL") payment to CalPERS and $1.0 million investment into the City's established Section 115 Trust.

- Services and supplies costs of approximately $11.2 million to fund contractual services, fuel and vehicle maintenance, supplies and materials, utilities, fire services, insurance premiums, Sunset Center, staff training, marketing and other operational costs.

$10.9 million for capital projects and vehicle and equipment purchases in the following categories: public safety ($3.7 million), streets/sidewalks ($3.6 million), facilities ($1.4 million), drainage ($665,000), green infrastructure ($407,000), environment ($629,000), IT/Planning ($103,000) and CIP Contingency ($500,000).

- $528,000 for debt service payments and $76,600 for workers compensation claim administration, potential claims and costs associated with the implementation of preventive measures.

Staff provided a brief overview of the budget as part of the May 2, 2023 Council meeting. At the May 16, 2023 budget workshop, staff presented a detailed review of the budget. There have been no changes to the FY 23-24 Recommended Budget since the budget workshop.

The Recommended Budget Book has been revised to reflect updates to the Capital Improvement Plan Table 2: FY 23-24 Recommended Capital Projects and Funding Source. The CIP table now reflects consolidated projects as presented in the Capital Improvement Plan narratives. Additional language was added to the Drainage System Repair narrative on page 55 based upon feedback at the budget workshop.

FISCAL IMPACT:

The FY 23-24 Recommended Budget totals $40.9 million and uses $9.9 million in prior years' savings ("fund balance") specifically to fund deferred Capital projects.

PRIOR CITY COUNCIL ACTION:

Council received a presentation regarding the Five-Year Financial Forecast and Five-Year CIP on March 21, 2023. Council received a presentation regarding the FY 23-24 Recommended Budget, inclusive of the Capital budget, on May 2, 2023. Council held a FY 23-24 budget workshop on May 16, 2023.

ATTACHMENTS:

Attachment 1) Resolution 2023-067
Attachment 2) FY 2023-2024 Proposed Budget Book
Attachment 3) Budget Questions

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA ADOPTING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING AND CAPITAL BUDGET

WHEREAS, on February 7, 2023, the City Council of the City of Carmel-by-the-Sea adopted the budget schedule for Fiscal Year 2023-2024 in accordance with Carmel Municipal Code Section 3.060.020; and

WHEREAS, the City Council held public meetings on the proposed Fiscal Year 2023-2024 capital projects and Five-Year Capital Improvement Program on March 21, 2023 and May 2, 2023; and

WHEREAS, in accordance with Section 3.06.020 of the Carmel Municipal Code and Section 65103 of the State Government Code, the City's Planning Commission held a hearing on May 10, 2023 and determined that the Capital Improvement Program is consistent with the City's General Plan; and

WHEREAS, the City Council has received and completed its review of the proposed Fiscal Year 2023-2024 Operating and Capital Improvement Program Budgets during the budget hearing held on May 16, 2023 and gave general direction on the recommendations contained therein during a public meeting; and

WHEREAS, the City Council held a public hearing on June 6, 2023 for consideration of adoption of the proposed Fiscal Year 2023-2024 Operating and Capital Budget; and

WHEREAS the City's budget totals $40,853,328 for Fiscal Year 2023-2024 consisting of appropriations, inter-fund transfers, General Fund expenditures of $26,324,852, Capital expenditures of $10,916,100 (Capital Projects and Vehicle and Equipment Funds), Debt Service expenditures of $528,044 and Workers Compensation expenditures of $76,600.

WHEREAS the City's budgeted revenue totals $30,927,502 for Fiscal Year 2023-2024, including General Fund revenue of $24,900,092.

WHEREAS, in accordance with Carmel Municipal Code Section 3.06.010, the City Council shall adopt a budget for expenditures and anticipated revenues prior to the beginning of the fiscal year and the City Council now desires to adopt the Operating and Capital Budgets for Fiscal Year 2023-2024.

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

Authorize the City Administrator to make ministerial changes to budgeted transfers and adjust appropriations to or from designated funds for Fiscal Year 2022-2023 as necessary as part of the fiscal year-end process on June 30, 2023.

Approves and adopts the City of Carmel-by-the-Sea's Fiscal Year 2023-2024 Recommended Operating Budget and Capital Improvement Program Budget.

Authorize the City Administrator to make ministerial changes to budgeted transfers and adjust appropriations to or from designated funds as necessary during Fiscal Year 2023-2024.

Approve and adopts establishing the General Fund Reserve based upon fifteen percent (15%) of the General Fund Operating Expenditures for Fiscal Year 2023-2024.

A copy of the adopted budget, signed by the Mayor and attested to by the City Clerk, shall be kept on file with the City Clerk of the City of Carmel-by-the-Sea as the official budget of the City of Carmel-by-the-Sea for Fiscal Year 2023-2024.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 6th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

_____
Dave Potter
Mayor

_____
Nova Romero
City Clerk



Fiscal Year 2023-2024

PROPOSED BUDGET

CITY OF CARMEL-BY-THE-SEA



CITY COUNCIL

DAVE POTTER, MAYOR
BOBBY RICHARDS, MAYOR PRO TEMPORE
JEFF BARON, COUNCILMEMBER
KAREN FERLITO, COUNCILMEMBER
ALISSANDRA DRAMOV, COUNCILMEMBER

CHIP RERIG, CITY ADMINISTRATOR

CITY OF CARMEL-BY-THE SEA
P. O. BOX CC
CARMEL-BY-THE-SEA, CA 93921

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INTRODUCTION

RECOMMENDED BUDGET MESSAGE

Honorable Mayor Potter, City Councilmembers, and
Residents of Carmel-by-the-Sea:

The Fiscal Year 2023-2024 ("FY 23-24") recommended budget is submitted for your consideration and tentative adoption on June 6, 2023. This budget continues to be structurally balanced and maintain service levels from last fiscal year, all in an effort to continue to build organizational resiliency. The City has been through a magnitude of challenges including a series of severe winter storms that absorbed a profound amount of our capacity. Throughout, the City's dedicated staff, volunteer groups and the community at large rallied together to serve and take the best actions under challenging circumstances. Please allow me to reinforce that we have a strong and dedicated workforce, and unparalleled leadership from the City Council combined with an impassioned and solutions-oriented citizenry.

The adopted Operating Budget serves as a policy document, financial plan, operations guide, and communications device. It is a living document that reflects the City Council's strategic goals and objects and provides a framework to meet future challenges such as rising operational costs and limited growth in revenues.

As we move forward and plan the Fiscal Year 23-24 operating budget for the upcoming year, it is important to take into consideration the various factors that impact our financial health at the global, national, State, and local levels.

At the global level, we continue to face economic uncertainty and instability due to rising interest rates, the fallout from the global pandemic, market distress, and volatility in financial markets. This has resulted in a decrease in revenue for many businesses and organizations, and we must be prepared for potential impacts on our own financial situation.

At the national level, we saw the noteworthy second largest bank failure in our Country's history and other factors that are, in many ways, consistent with what one would expect in a typical economic debt cycle; with credit card debt soaring 19% in the last quarter alone, for example. We have also seen significant declines in personal savings which collapsed following the end of federal stimulus programs which could add to a greater sell-off of investments and potentially steep market declines. Going on fifteen years, the current economic cycle is likely the longest in US history. During this period, the nation has benefited from some of the most extraordinary expansionary monetary policy ever conducted, with interest rates held near zero and concurrent investments tracking.

At the state level, California faces its own set of challenges. The state has a large and diverse economy, but it also has a high cost of living and a significant homeless population. The state's budget is also impacted by various factors such as natural disasters, healthcare costs, and public education funding.

At the local level, Monterey County is no exception to these challenges. We must also consider factors such as our aging infrastructure, affordable housing shortage, and rising healthcare costs. Additionally, our tourism industry was impacted by the pandemic, resulting in a decrease in revenue for our county, although the City's three major sources (Property Tax, Sales and Use Tax and Transient Occupancy Tax) of General Fund revenue are flattening with decreased occupancy in our hotels and uncertainty about travel patterns impacting two of these three major revenue pillars.

As I said, the factors identified above may reflect a monetary tightening that could impact the City's revenue pillars. As such, we approached our budget planning with an understanding of these factors and their potential impacts on our financial health. This budget is a thoughtful representation working together internally and with the community to identify areas where we can maintain costs without sacrificing essential services, as well as we begin to explore the need for additional sources of revenue to maintain our financial stability.

The recommended budget is not operationally balanced, meaning the total projected incoming revenue does not compensate for our projected expenditures. The recommended budget is, however, structurally balanced – balanced by strategically using unrestricted fund balance (revenue saved over past fiscal years) to address past and current direction of Council. That direction is to maintain core services and invest heavily in deferred infrastructure maintenance and community character. We are fortunate to have available fund balance, accumulated through the prudent budgeting in past years, to close the gap in revenue that we are forecasting. In total, the funds needed to structurally balance the budget approaches $10,000,000. Using this amount will virtually eliminate our current fund balance.

STAFFING

At this time, I am not proposing any increase in our number of staff. That said, I have considered increasing Library staffing and propose to readdress this issue during mid-year budget review as we get a better sense of potential impacts on our local economic situation. The Library has been and continues to be a treasured community resource, which has been busier than ever, as the pandemic begins to wane. As Library usage and community demands for service continue to increase, including Saturday hours, it is important that staffing be able to match that demand. The Library continues to make judicious use of part-time staff, and an increase in the part-time staff budget at mid-year would ensure that the Library meets community needs, whether that be additional programs, additional hours, or both.

I will continue to carefully consider whether to fill future vacancies, and return to the City Council to discuss operational needs as they may change.

CAPITAL IMPROVEMENTS AND MAINTENANCE

On April 5, 2023 and, again on May 2, 2023, the City Council directed carry-over funding in a total amount of $8,088,000 for our Capital Improvements Program (CIP).

Council also directed that we proceed with sixteen additional Capital Improvement Projects for FY 23-24 for a total of $2,828,000.

The combined total CIP investment for carry-over plus new projects would be $10,916,000 – a figure that includes both internal and external funding. Capital projects included in the recommended budget consist of rehabilitation of City facilities, sidewalk and street improvements, enhanced public safety, and protection and preservation of the natural environment. More generally, the FY 23-24 budget recognizes the importance of investing our "green" infrastructure, and includes funding for

renovating our police station, Library Master planning, and improvements at Sunset Center and other City facilities.

Vehicle & Equipment Fund

The total vehicle acquisition costs are approximately $3,000,000, and the City's 10% reserve target is being implemented beginning in FY 24-25 for $304,000. Currently, the Vehicle & Equipment Fund balance is $366,000, and therefore, no additional funds are being budgeted for FY 23-24. We will continue to increase this Fund as vehicles continue to depreciate.

FISCAL YEAR 23/24 BUDGET AT A GLANCE

FY 23-24 Recommended Revenues	***$***	***30,927,502***
General Fund Operating Expenditures		26,324,851
Debt Service Expenditures		528,044
Pension Unfunded Liability Mitigation Expenditures		3,007,732
Capital Outlay Expenditures		10,916,100
Workers Compensation Expenditures		76,600
FY 23-24 Total Recommended Expenditures	***$***	***40,853,327***
Use of Fund Balance for Capital Projects	***$***	***9,925,825***
Funded Full Time Equivalent (FTE) positions		***96.23***

Many of you know the level of respect I have for the lessons one can learn by studying the past. And while much of my message may seem dour, history teaches us that economic cycles are intrinsic to local government. Consequently, as clear as I can be about the likelihood of an unavoidable down cycle in two of our three major revenue pillars, I am equally as confident about the inevitable upcycle to follow. The budget I am presenting is not intended to be irrepressibly contrarian; it is meant to be cautious and realistic. In the long term, I remain very bullish, and indeed optimistic about our future.

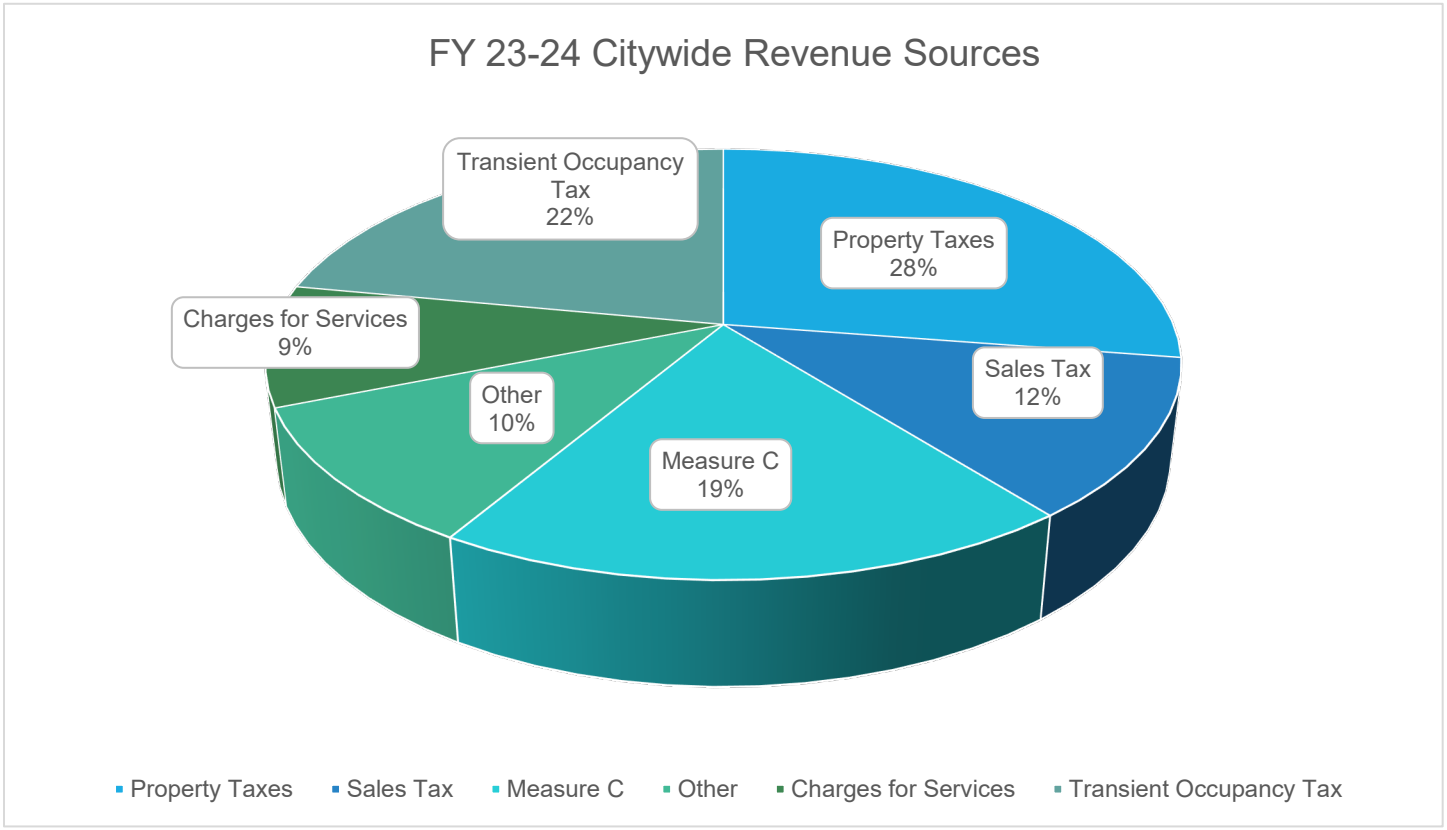
My profound thanks to my department heads, and especially our Finance Division team, for developing a budget that is realistic given the realities that we are facing. I look forward to Council's leadership and guidance as we balance fiscal sustainability with the need to fund projects and services for our community.

Respectfully submitted,

Chip Rerig
City Administrator

REVENUE

The FY 23-24 Recommended Budget includes $30.9 million in estimated new revenue. As illustrated in the chart below, statewide sales tax (Sales Tax) and local Measure C district tax (Measure C), contribute 31% and have overtaken over Property Tax as the largest City revenue source. This shift reveals the importance and impact of the voter approved of Measure C in 2020. With the occurrence of the pandemic, the benefits of the Measure C revenues began to emerge in FY21-22 and mature fully in this budget. Property Tax reflects its customary stable growth accounting for 28% of the budgeted revenue. Coming off of a slower year, Hotel Tax (TOT) holds at 22% of budgeted revenue, followed by Other revenues and Charges for Services at 19%, a decrease over prior FY 21-22.



Source		Recommended Budget
Property Taxes		$8,493,132
Sales Tax		3,679,421
Measure C		5,926,532
Other		3,210,017
Charges for Services		2,817,393
Transient Occupancy Tax		6,801,007
Total	**$**	**30,927,502**

REVENUE

Property taxes are estimated at $8.5 million reflecting a 2% projected growth over prior year amended budget. The City's portion of the Sales Tax is $3.7 million and Measure C $5.9 million, or 12% and 19% of revenue respectively. The significance of the March 2020 Carmel voter approval of Measure C, at a renewed rate of 1.5%, cannot be understated. In the midst of COVID-19, it provided a financial lifeline allowing for the continuance of core services. Measure C continues to play significantly in seeding both operational and capital needs. Sales Tax has fared well also. This FY 23-24 Recommended Budget projects slowing of Measure C and Sales Tax trends as consumers are recovering after post-COVID overspending.

Transient Occupancy Tax ("TOT") at 10% of the rent charged by a hostelry operator, has slowed over prior year's high. Recommended at $6.8 million, TOT accounts for 22% of revenues, unchanged over FY 22-23. Charges for Services are fees collected from a specific user of a service, such as plan review, building inspection and ambulance transports and account for $2.8 million, or 9% of the budget. The category of "Other" revenue includes General Fund revenues from business license tax, franchise fee and other intergovernmental revenue as well as restricted revenue for Community Oriented Policing Services (COPS), road maintenance and transportation-related projects and federal and State grants for planning, parks and radio communications.

Table 1: Estimated Performance and Recommended Budget for Major Revenue Sources

Key Revenues	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Actual	FY 22-23 Estimated Actual	FY 23-24 Budget
Property Taxes	$6,690,947	$7,389,656	$7,694,722	$8,135,188	$8,493,132
Sales Tax	$2,154,961	3,020,937	$3,626,263	$3,653,760	$3,679,421
Measure C	$2,611,802	4,007,104	$5,970,464	$5,865,000	$5,926,532
TOT	$5,115,271	5,339,285	$7,787,643	$8,038,940	$6,801,007

REVENUE

This time last year, as shown in Table 1, Estimated Performance and Recommended Budget for Major Revenue Sources, the City was enjoying a notable recovery from COVID after seeing a 26% drop in Hotel Tax and 17% drop in Sales Tax. Now that the economy is recovering from overspending, projecting future trends presents challenges.

Over the last few months, slight inflation improvements materialized in various industries, however real change has yet to take hold. Nevertheless, consumer spending remained relatively strong through the holiday season. Experts vary on whether a recession will occur and to what extent. Unemployment does reflect a slowdown in taxable merchandise spending to 0.4% in FY 23-24 as the higher cost of utilities, food and other necessities limit dollars available for discretionary and non-essential items.

As we project Sales Tax and Measure C, we remain conservative and vigilant to the current trends. The dilemma facing us is deciphering if the activity experienced in FY 22-23 as a result of "pent-up demand" will now be replaced with a longer-term change in travel and buying habits as consumers pull back on spending. We remain fully aware that unknowns still exist, whether consumer patterns will settle, and headwinds are in play to be managed. We recognize the economic strains of continued supply chain disruption, rising inflation rates, increased fuel prices and interest rates and their effects on consumer spending patterns. Lastly, geopolitical tensions loom worryingly on our minds. Hence, we have compiled the FY 23-24 Recommended Budget carefully and conservatively. We project a slowing of sales tax activity in the coming year with the City's Sales Tax coming in at $3.7 million and Measure C $5.9 million in line with current year estimates based on Statewide sales tax trends.

TOT is trending at $8.0 million for FY 22-23, 3% or $250,000 above the prior year actual collections. Last fiscal year, TOT grew 31% or $1.6 million. The FY 23-24 Recommended Budget assumes continued slowing as world travel slows to pre-COVID levels. For the reasons noted above, we remain guarded in our projections.

Property taxes, which includes secured, unsecured, unitary and property transfer tax, can be relied on to be stable. At the end of this current fiscal year, we anticipate to reach a level of $8.4 million.

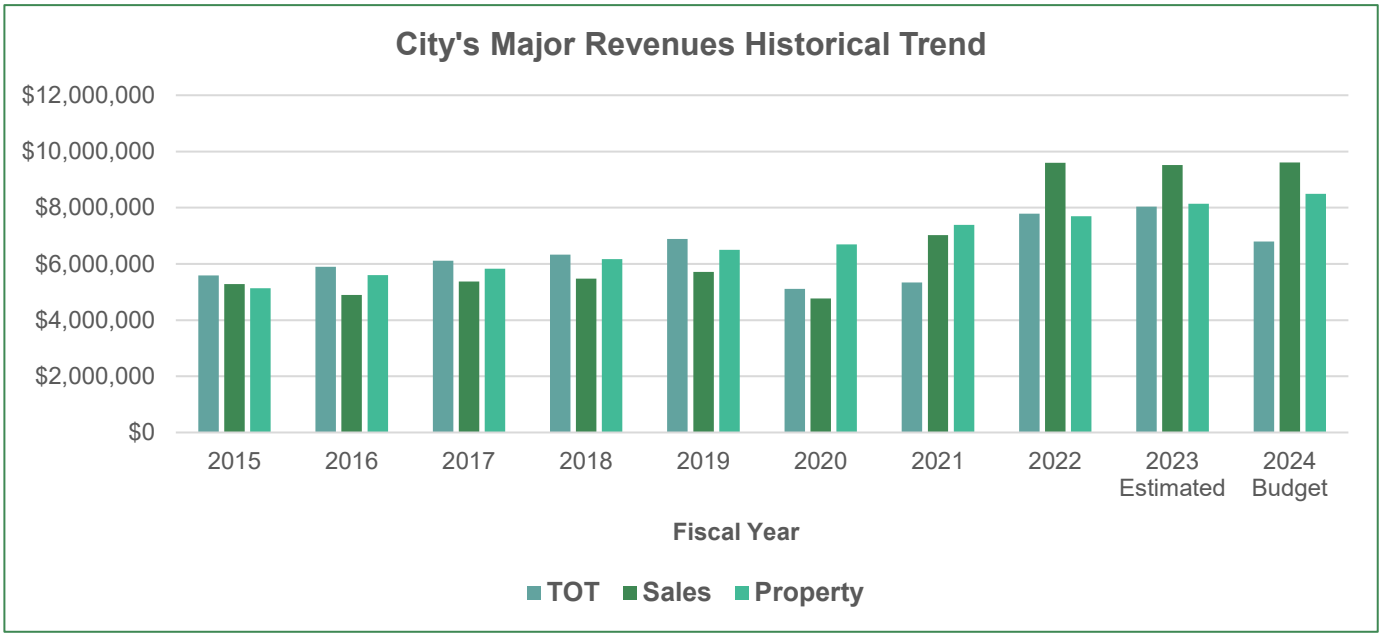
The FY 23-24 Recommended Budget projects Property Tax at a total amount of $8.4 million, made up primarily of $7.8 million in secured property tax. National economic reports uniformly indicate that despite the drop-off in sales, housing supply in the state remains constrained. Tight housing supply will have two consequences. First, when interest rates begin to fall, the consequent increase in buyers may again place an upward pressure on housing prices. Second, while prices can and may go lower, there is not enough supply in the market to provide the type of overhang that could lead to acute price declines. This budget conservatively projects growth yet remains confident in the stability of Carmel's property tax performance.

REVENUE

As the City looks forward to its future revenues that fund services, capital projects and other initiatives,stepping back and reviewing the City's historic performance is of value. The chart below depicts the performance of the City's three major revenue sources over the last 10 years.

Fiscal Year	TOT	Sales*	Property
2015	$5,593,689	$5,280,418	$5,127,974
2016	$5,890,538	$4,897,325	$5,598,743
2017	$6,112,347	$5,373,800	$5,825,889
2018	$6,329,074	$5,476,123	$6,163,959
2019	$6,882,015	$5,719,521	$6,496,558
2020	$5,115,277	$4,766,313	$6,690,948
2021	$5,339,291	$7,028,041	$7,389,657
2022	$7,787,643	$9,596,727	$7,694,722
2023 Estimated	$8,038,940	$9,518,760	$8,135,188
2024 Budget	$6,801,007	$9,605,953	$8,493,132

*Combination of Bradley Burns & Measure C 1.5%

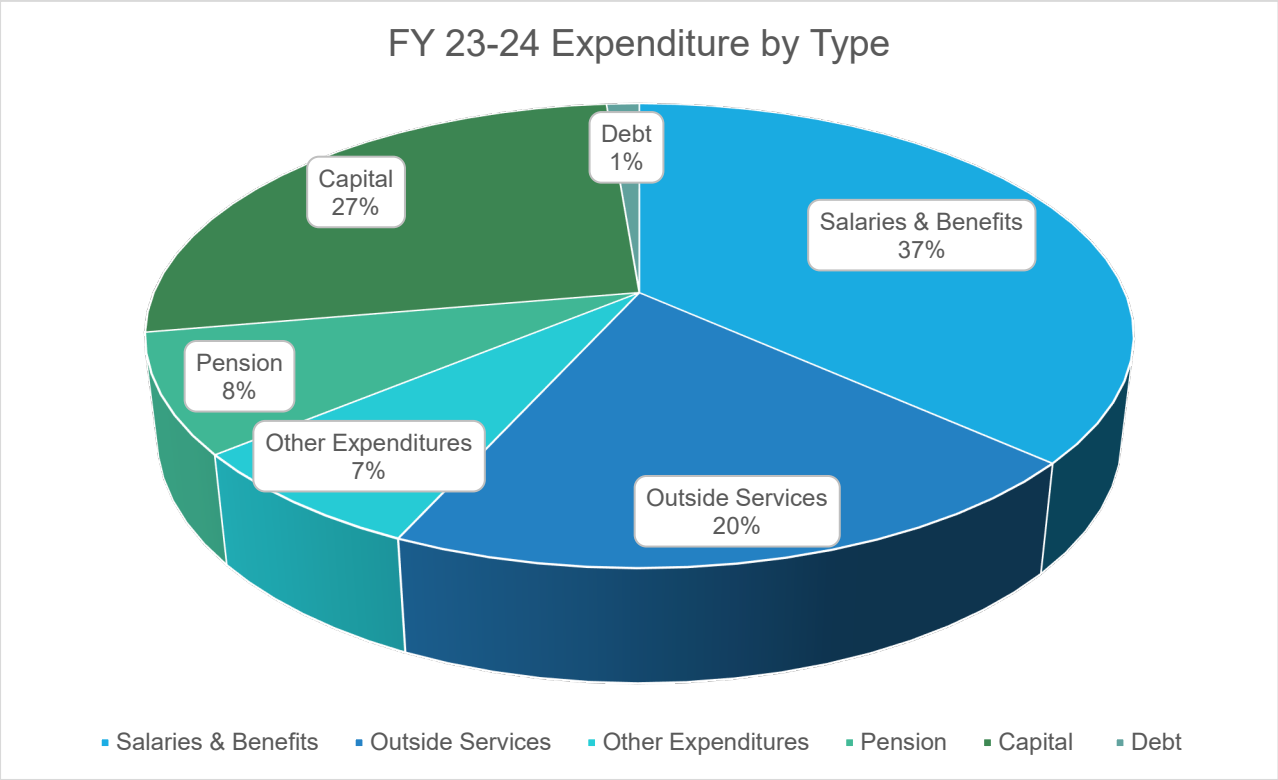


EXPENDITURES

The FY 23-24 Recommended Budget totals $40.9 million, which consists of the following:

- Operating Budget, or General Fund, totals $29.4 million, or 72%, of the citywide budget;
- Debt service totals $528,044, or 1%, of the citywide budget;
- Capital totals $10.9 million, or 27% of the citywide budget.

The Operating Budget consists of the City departments and services. Debt is based upon required payments toward various bonds issued by the City or by other governmental agencies on behalf of the City. As shown in the chart below, *FY 23-24 Expenditure by Type*, the FY 23-24 Budget includes the Operating Budget and Debt Service. The Operating Budget is further categorized by type of expenditure including salaries and benefits, outside services, and other expenditures as explained below.



Type of Expenditure		Budget	% of Budget
Salaries & Benefits	$	15,114,209	37%
Outside Services	$	8,308,496	20%
Other Expenditures	$	2,978,747	7%
Pension	$	3,007,732	8%
Capital Outlay	$	10,916,100	27%
Debt Service	$	528,044	1%
Total		**$40,853,328**	**100%**

EXPENDITURES

The City's largest expenditure is related to the cost of personnel. Salaries and benefits total $15.1 million and account for 37% of the citywide budget. Capital Outlay is the second largest type of expenditure at $10.9 million, or 27% of the budget. The third largest type of expenditure is Outside Services. This category includes various line item accounts, such as advertising and noticing, contract services and community promotions. Contract services are used as an alternative to City staff directly providing the service due to cost savings or the specialized nature of the work being performed and include funding for expenses such as fire service provided by the City of Monterey ($2.9 million); support for the operations of the Sunset Center and other marketing activities ($1.1 million); legal services ($517,000); tree care and landscape maintenance ($798,000) and janitorial service ($272,000).

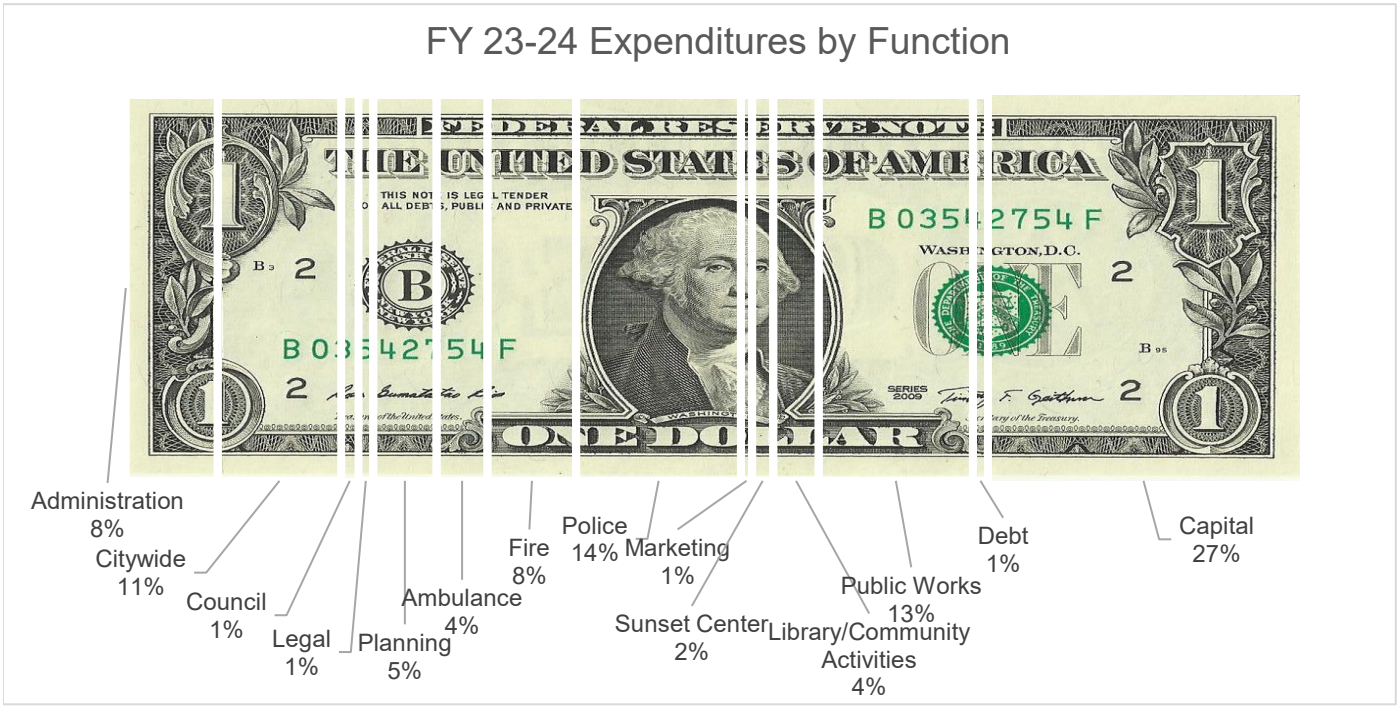
Other expenditures total $3.0 million and account for 7% of the citywide budget. This category includes various line item accounts such as, retiree healthcare and citywide operational expenses like property tax assessments and utilities. Also included here are the City's general liability and property insurance premiums ($813,000) and expenses such as public works materials and supplies, telecommunications, fuel, training and conferences, vehicle maintenance, medical and safety supplies and printing and postage.

Pension expenses total $3.0 million, or 7%, of the budget and include the annual required unfunded pension liability ($2.0 million) and annual funding of the City's Section 115 trust ($1.0 million) for pension mitigation.

The citywide budget is rounded out with Capital Outlay ($10.9 million) accounting for 27% and Debt Service ($528,044) accounting for 1% of the citywide budget.

EXPENDITURES

Another way to view operating expenditures is by function, as depicted in the "FY 23-24 Expenditures by Function" illustration. Capital Outlay makes up 27% of operating expenditures. The public safety functions of Ambulance, Fire and Police make up 26% of the budget. The Public Works Department is the next largest operating expenditure at 13% followed by Citywide at 11% of the budget, as it includes the City's unfunded actuarial liability. In total, Administration, Council, Planning, Legal, Marketing, the Sunset Center, and Library and Community Activities represent the remaining 13% of the Operating Budget.



Expenditures		Budget	Percentage
Administration	$	3,228,316	8%
Citywide		4,343,801	11%
Council		197,202	1%
Legal		517,000	1%
Planning		2,224,559	5%
Ambulance		1,791,600	4%
Fire		3,110,739	8%
Police		5,782,419	14%
Marketing		384,030	1%
Sunset Center		750,000	2%
Library/Community Activities		1,593,703	4%
Community Activities		-	0%
Public Works		5,409,213	13%
Operating Budget		**29,332,582**	**72%**
Debt		**528,044**	**1%**
Capital		**10,916,100**	**27%**
Workers Comp		**76,600**	**0%**
Total	**$**	**40,853,326**	**100%**

FY 23-24 AUTHORIZED POSITIONS

Department and Title	FY 22/23 Adopted	FY 23/24 Recommended	FY 23/24 Change
Council			
Councilmember	4.00	4.00	0.00
Mayor	1.00	1.00	0.00
City Council Total	**5.00**	**5.00**	**0.00**
Administration			
City Administrator	1.00	1.00	0.00
Assistant City Administrator	1.00	1.00	0.00
Administrative Coordinator	1.00	0.50	(0.50)
Administrative Analyst	1.00	1.00	0.00
City Clerk	1.00	1.00	0.00
Director of Budgets and Contracts	0.00	0.00	0.00
Finance Manager	1.00	1.00	0.00
Senior Human Resources Analyst	1.00	1.00	0.00
Information Services / Network Manager	1.00	1.00	0.00
IT Help Desk/Technican	1.00	1.00	0.00
Hourly HelpDesk Technician	0.00	0.00	0.00
Finance Specialist	1.00	1.50	0.50
Accountant	1.00	1.00	0.00
Retired Annuitant-Extra Help (480 hrs)	0.23	0.23	0.00
Finance Analyst	1.00	1.00	0.00
Administration Total	**12.23**	**12.23**	**0.00**
Community Activities			
Community Services Assistant	1.00	1.00	0.00
Executive Assistant	0.50	0.50	0.00
Community Activities Total	**1.50**	**1.50**	**0.00**
Library			
Circulation Supervisor	1.00	1.00	0.00
Director of Library and Community Services	1.00	1.00	0.00
Hourly Librarian I	1.00	1.00	0.00
Librarian I	1.00	1.00	0.00
Librarian II	2.00	2.00	0.00
Librarian II (Local History)	1.00	1.00	0.00
Library Assistant (full-time)	3.00	3.00	0.00
Hourly Library Assistant	2.00	2.00	0.00
Executive Assistant	0.50	0.50	0.00
Library Total	**12.50**	**12.50**	**0.00**
Community Planning & Building			
Administrative Coordinator	1.00	1.00	0.00
Assistant Planner	1.00	1.00	0.00
Associate Planner	2.00	2.00	0.00
Building Inspector	1.00	1.00	0.00
Building Official	1.00	1.00	0.00
Code Compliance Coordinator	2.00	2.00	0.00
Permit Technician	1.00	1.00	0.00
Planning & Building Services Director	1.00	1.00	0.00
Principal Planner	1.00	1.00	0.00
Community Planning & Building Total	**11.00**	**11.00**	**0.00**

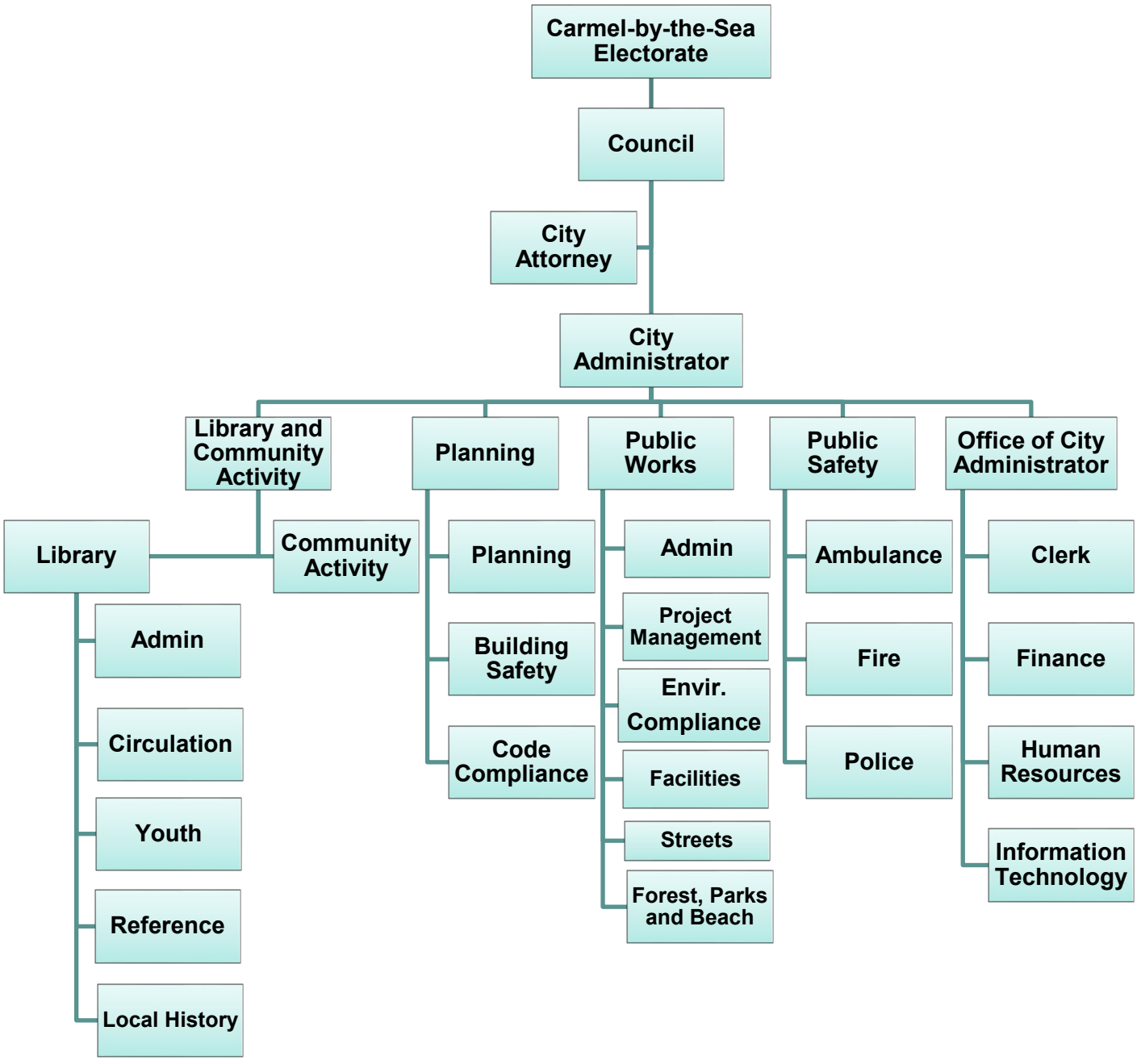
FY 23/24 AUTHORIZED POSITIONS

Department and Title	FY 22/23 Adopted	FY 23/24 Recommended	FY 23/24 Change
Public Works			
Administrative Coordinator	1.00	1.00	0.00
Director of Public Works	1.00	1.00	0.00
Environmental Compliance Manager	1.00	1.00	0.00
Administrative Technician	1.00	0.00	(1.00)
Maintenance Worker I/II	8.00	7.00	(1.00)
Public Works Superintendent	1.00	1.00	0.00
Maintenance Worker III	1.00	2.00	1.00
Street Supervisor	1.00	1.00	0.00
Project Manager	1.00	1.00	0.00
Facilities Maintenance Supervisor	1.00	1.00	0.00
Facility Maintenance Specialist	1.00	1.00	0.00
Natural Resources Manager	1.00	1.00	0.00
City Forester	1.00	1.00	0.00
Administrative Analyst	1.00	2.00	1.00
Tree Climber & Care Specialist	1.00	1.00	0.00
Public Works Total	**22.00**	**22.00**	**0.00**
Police			
Community Services Officer	1.0	1.0	0.0
Community Services Officer/Animal Control	1.0	1.0	0.0
Community Services Officer - 2 year limited term *	2.0	2.0	0.0
Corporal	2.0	2.0	0.0
Police Commander	1.0	1.0	0.0
Police Officer	5.0	5.0	0.0
Police Officer/Detective	1.0	1.0	0.0
Police Officer/FTO	2.0	2.0	0.0
Police Services Officer	6.0	6.0	0.0
Police/Patrol Officer	1.0	1.0	0.0
Police Officer- 2 year limited term*	1.0	1.0	0.0
Public Safety Director	1.0	1.0	0.0
Sergeant	2.0	2.0	0.0
Administrative Coordinator	0.00	0.00	0.00
Police Total	**26.00**	**26.00**	**0.00**
Ambulance			
Paramedic/Firefighters	6.00	6.00	0.00
Ambulance Total	**6.00**	**6.00**	**0.00**

	FY 22/23 Adopted	FY 23/24 Recommended	FY 23/24 Change
Citywide Total Funded Positions	**96.23**	**96.23**	**0.00**

* 2 year limited term ends June 30, 2024

ORGANIZATIONAL CHART



GENERAL FUND (101)

OPERATING BUDGET
(CITY DEPARTMENTS AND SERVICES)

CITY COUNCIL

The City Council consists of the Mayor and four Councilmembers, elected at large by the citizens of Carmel-by-the-Sea on a non-partisan basis. The City Council is the policy-making legislative body of the City. The Council adopts the annual budget, enacts ordinances, and approves major contracts, acquisitions and leases. With the advice and assistance of the City Administrator and City Attorney, the City Council reviews proposals to meet the community's needs, initiates action for new policies, and allocates resources.

2023-2024 Priorities

- Continued oversight of the implementation of the strategic plan and updating of City priorities to include some of the following: plan for natural areas, reduce fire risk, review opportunities for enhanced fire/ambulance service; develop forest management plan and update tree ordinance; update zoning code & design guidelines; ADU ordinance; wireless ordinance; increase beautification effort; review barriers to affordable housing; explore street addresses, develop a facilities master plan; underground utilities rule 20A; explore reinstatement of design review board; explore opportunities for Flanders Mansion and Scout House.

- Continue to respond to any forthcoming State legislation that undermines local control, especially as it relates to local land-use decisions.

Budget Summary and Service Impacts

- $30,000 is budgeted for the Council discretionary grant program



CITY COUNCIL

City Council				
Account Number	**Account Description**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-110-00-41008	Salaries -Elected	9,600	9,600	9,600
101-110-00-41101	Retirement	80	81	80
101-110-00-41104	Health Insurance	36,899	36,707	36,210
101-110-00-41105	Social Security	484	446	484
101-110-00-41106	Medicare	139	139	139
101-110-00-41108	Worker's Comp	850	389	133
	Salaries & Benefits Subtotal	**$48,052**	**$47,363**	**$46,646**
101-110-00-42005	Community Promotions	78,720	78,720	92,760
101-110-00-42007	Regional Memberships	47,655	47,912	48,996
101-110-00-42101	Office Supplies	450	450	450
101-110-00-42302	Conferences & Meetings	8,350	8,350	8,350
	Services & Supplies Subtotal	**$135,175**	**$135,432**	**$150,556**
	Total	**$183,227**	**$182,795**	**$197,202**

Regional Memberships				
Account Number	**Account Description**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-110-00-42007	Transportation Agency of Monterey County	$1,295	$1,274	$1,295
101-110-00-42007	Association of Monterey Bay Area Governr	3,825	3,890	3,950
101-110-00-42007	Monterey Peninsula Chamber of Commerc	775	900	900
101-110-00-42007	Monterey County Mayors Association	1,575	1,575	1,575
101-110-00-42007	Monterey County Business Council	500	500	500
101-110-00-42007	MBUAPCA (Air Pollution Control District)	1,900	1,521	1,900
101-110-00-42007	League of CA Cities	3,380	2,786	3,380
101-110-00-42007	League of CA Cities- Monterey Bay Divisio	165	300	300
101-110-00-42007	LAFCo	15,840	16,796	16,796
101-110-00-42007	Community Human Services	17,625	17,625	17,625
101-110-00-42007	CoastWalks/Coastal Trail Association	300	300	300
101-110-00-42007	Carmel Chamber of Commerce	475	445	475
	Total	**$47,655**	**$47,912**	**$48,996**

CITY ATTORNEY

The City Council appoints the City Attorney. The City Attorney legally represents the City and provides legal advice and/or training to the City Council, City Administrator, boards, commissions, and departments; investigates and resolves claims against the City; defends the City in litigation and administrative actions; initiates and prosecutes litigation on behalf of the City; and drafts and reviews legal documents and agendaitems.

Budget Summary and Service Impacts

- The FY 23-24 contract services budget totals $442,000 and consists of $360,000 for general legal services (a return to pre-pandemic budget level) and $75,000 for other specialized legal assistance from the City's attorney office, including labor negotiations and personnel. The budget total also includes $7,000 for the City's attorney's annual performance evaluation.

- $75,000 is budgeted for supplementary specialized legal costs, such as wireless communications, and wbe reflected in a separate line item. This is a change from prior fiscal years and will help isolate legal costs incurred separately from the City Attorney's office.

City Attorney				
Account Number	**Account Description**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-112-00-42001	Contract Services	435,000	181,916	442,000
101-112-00-42004	Legal Costs	75,000	76,513	75,000
	Total	**$510,000**	**$258,429**	**$517,000**

ADMINISTRATION

The City Administrator is appointed by the City Council and responsible for the enforcement of City laws and ordinances; ensuring that the orders of the City Council are executed; preparing the budget and monitoring City finances; and managing day-to-day operations. In addition to overseeing City departments, the Administrator also serves as the director of the centralized administrative functions pertaining to the City Clerk, Finance, Human Resources and Information Technology.

2022-2023 Initiatives and Accomplishments

- Ensured the execution of Council policy direction, completion of capital projects, hiring of staff and continuity of daily citywide operations to deliver services in an efficient and effective manner.
- Implemented the newly structured mail home delivery program.
- Implemented digital signatures, continued efforts for digital storage of records, responded to requests for records.

2023-2024 Priorities

- Continue to oversee the City's response to COVID-19 to ensure the safe delivery of City services.
- Explore service delivery alternatives and other options to enhance revenue as directed by Council.
- Continue hiring of staff.

Administration Budget Summary and Service Impacts

The Administration Divisional budget includes funding for the City Administrator’s performance evaluation within contract services, office supplies, copier fees, and the citywide postage meter. Funding for the City Administrator’s lunches with staff is now separately reflected under Employee Appreciation.

ADMINISTRATION

Office of the City Administrator				
Account Number	**Account Description**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-111-00-41001	Salaries	$1,616,020	$1,246,459	$1,725,992
101-111-00-41003	Salaries -Part time	36,806	11,342	36,806
101-111-00-41005	Overtime	-	3,764	-
101-111-00-41101	Retirement	93,767	70,803	95,751
101-111-00-41103	Deferred Compensation	48,972	40,143	45,363
101-111-00-41104	Health Insurance	257,888	160,027	294,986
101-111-00-41105	Social Security	-	135	-
101-111-00-41106	Medicare	23,966	17,667	25,560
101-111-00-41107	LTD/STD/Life	1,717	1,256	1,823
101-111-00-41108	Worker's Comp	25,935	29,358	34,130
101-111-00-41109	Benefits-MOU Obligations	4,160	6,395	10,400
	Salaries & Benefits Subtotal	**$2,109,231**	**$1,587,349**	**$2,270,811**
101-111-00-42001	Contract Services	$309,330	$460,808	$304,650
101-111-00-42002	Recruiting Services	90,210	30,000	41,100
101-111-00-42003	Auditing Services	48,500	48,500	51,650
101-111-00-42006	Records Management	5,000	4,000	6,000
101-111-00-42009	Advertising and Legal Notices	20,000	19,000	22,000
101-111-00-42015	Other Services	12,000	12,000	12,000
101-111-00-42101	Office Supplies	9,750	10,069	9,325
101-111-00-42102	Publications & Subscriptions	148,335	147,447	250,210
101-111-00-42106	Small Tools and Equipment	7,350	7,350	18,000
101-111-00-42202	Equipment Maintenance	8,500	8,500	42,500
101-111-00-42301	Training & Education	11,750	5,400	10,400
101-111-00-42302	Conferences & Meetings	6,395	5,100	9,200
101-111-00-42304	Dues & Memberships	3,175	2,490	3,970
101-111-00-42305	Mileage Reimbursement	50	-	50
101-111-00-42306	Employee Programs	3,950	3,626	2,950
101-111-00-42307	Employee Appreciation	20,700	7,084	20,700
101-111-00-42403	Printing	6,600	8,359	8,100
101-111-00-42404	Shipping/Postage/Freight	11,950	11,800	11,700
101-111-00-42405	Telephone & Communications	80,000	80,000	80,000
101-111-00-42406	Bank & Merchant Fees	19,000	17,004	18,000
101-111-00-42407	Computer Non Capital	25,000	25,000	32,000
101-111-00-42410	Pre-employment Costs	9,000	4,000	3,000
	Services & Supplies Subtotal	**$856,545**	**$917,537**	**$957,505**
	Total	**$2,965,776**	**$2,504,886**	**$3,228,316**

ADMINISTRATION

Administration				
Account Number	**Account Description**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-111-10-42001	Contract Services	$141,550	$141,550	$147,050
101-111-10-42015	Other Services	12,000	12,000	12,000
101-111-10-42101	Office Supplies	5,250	5,250	6,375
101-111-10-42102	Publications & Subscriptions	150	150	150
101-111-10-42302	Conferences & Meetings	1,200	1,200	2,400
101-111-10-42304	Dues & Memberships	1,350	1,350	1,350
101-111-10-42307	Employee Appreciation	1,200	2,584	1,200
101-111-10-42403	Printing	100	100	100
101-111-10-42404	Shipping/Postage/Freight	11,500	11,500	11,500
	Services & Supplies Subtotal	**$174,300**	**$175,684**	**$182,125**

CLERK DESCRIPTION

The City Clerk provides timely and accessible service in response to all inquiries and requests for public information and records, and is responsible for the administration of elections, public records requests processing, records management, and the legislative process. Records the City's legislative history through approved minutes and maintaining City Ordinances and the Municipal Code; facilitates applications for appointments to boards and commissions and coordinates Statements of Economic Interest as well as campaign and other financial disclosure-related filings.

City Clerk				
Account Number	**Account Description**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-111-11-42001	Contract Services	$46,080	$52,530	$39,600
101-111-11-42006	Records Management	5,000	4,000	6,000
101-111-11-42009	Advertising and Legal Notice	15,000	14,000	15,000
101-111-11-42101	Office Supplies	-	319	-
101-111-11-42302	Conferences & Meetings	2,000	500	2,000
101-111-11-42304	Dues & Memberships	260	260	385
101-111-11-42403	Printing	5,000	5,000	5,000
	Services & Supplies Subtotal	**$73,340**	**$76,609**	**$67,985**

ADMINISTRATION

FINANCE DESCRIPTION

Finance provides financial analysis, management and reporting through the development of the annual budget, ongoing financial monitoring and reporting of revenues and expenditures. Routine financial duties including vendor payments, payroll, business license processing and the collection of the transient occupancy tax and the administration of pass-through funding to the hospitality and tourism improvement districts. Provides treasury services, invests revenue, and issues and manages debt.

Finance				
Account Number	**Account Description**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-111-12-42001	Contract Services	$70,500	$206,188	$62,000
101-111-12-42003	Auditing Services	48,500	48,500	51,650
101-111-12-42101	Office Supplies	300	300	-
101-111-12-42102	Publications & Subscriptions	28,485	29,297	27,815
101-111-12-42301	Training & Education	750	900	900
101-111-12-42304	Dues & Memberships	635	-	635
101-111-12-42305	Mileage Reimbursement	50	-	50
101-111-12-42403	Printing	1,200	2,859	2,600
101-111-12-42406	Bank & Merchant Fees	19,000	17,004	18,000
	Services & Supplies Subtotal	**$169,420**	**$305,048**	**$163,650**

HUMAN RESOURCES DESCRIPTION

Human Resources recruits, develops, and retains a diverse, well-qualified workforce that reflects the high standards of the community, and leads the City departments in positive employee relations, talent management, succession planning, and employee engagement. Services include employee orientation, recruitment, performance assessment, compensation and job classification assessments, safety and wellness programs; and organization development services efficiently to City departments. Staff is responsible for negotiating Memorandums of Understanding with the City's three bargaining units, subject to Council direction and approval.

The HR divisional budget includes funding for implementing new employee supplemental benefits, managing an updated and expanded citywide Safety Program, and digitizing personnel records using LaserFiche. Funding for the staff appreciation events, such as the annual holiday party, is now separately reflected under Employee Appreciation.

ADMINISTRATION

HR				
Account Number	**Account Description**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-111-13-42001	Contract Services	$6,000	$15,340	$8,000
101-111-13-42002	Recruiting Services	90,210	30,000	41,100
101-111-13-42009	Advertising & Legal Notice	5,000	5,000	7,000
101-111-13-42101	Office Supplies	700	700	450
101-111-13-42102	Publications & Subscriptions	6,700	5,000	6,000
101-111-13-42301	Training & Education	9,500	3,000	9,500
101-111-13-42302	Conferences & Meetings	2,595	2,800	4,800
101-111-13-42304	Dues & Memberships	800	750	1,600
101-111-13-42306	Employee Programs	3,950	3,626	2,950
101-111-13-42307	Employee Appreciation	19,500	4,500	19,500
101-111-13-42403	Printing	300	400	400
101-111-13-42404	Shipping/Freight/Postage	200	50	200
101-111-13-42410	Pre-employment Costs	9,000	4,000	3,000
	Services & Supplies Subtotal	**$154,455**	**$75,166**	**$104,500**

IT Description

Information Technology (IT) provides innovative and secure technology solutions that support City departments in delivering quality services to the community. The purpose of IT is to provide a broad range of high-quality technology-related solutions to employees, departments, Council members, and the community; and to support and continuously improve essential technology infrastructure for enabling day-to-day operations of the City.

IT				
Account Number	**Account Description**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-111-14-42001	Contract Services	$45,200	$45,200	$48,000
101-111-14-42101	Office Supplies	3,500	3,500	2,500
101-111-14-42102	Publications & Subscriptions	113,000	113,000	216,245
101-111-14-42106	Small Tools and Equipment	7,350	7,350	18,000
101-111-14-42202	Equipment Maintenance	8,500	8,500	42,500
101-111-14-42301	Training & Education	1,500	1,500	-
101-111-14-42302	Conferences & Meetings	600	600	-
101-111-14-42304	Dues & Memberships	130	130	-
101-111-14-42404	Shipping/Postage/Freight	250	250	-
101-111-14-42405	Telephone and Communications	80,000	80,000	80,000
101-111-14-42407	Computer Non capital	25,000	25,000	32,000
	Services & Supplies Subtotal	**$285,030**	**$285,030**	**$439,245**

CITYWIDE (NON-DEPARTMENTAL)

Citywide, or non-departmental costs, are expenses that are spread across the entire organization. These items include the unfunded pension liability, the City's insurance premiums for general liability and property insurance, and the City's share of costs toward retiree healthcare. Other operational expenses include utilities, property tax assessments and the administrative fee charged by Monterey County for property tax collection.

Budget Summary and Service Impacts

- In addition to the employer contribution toward retirement for City employees, the City also is responsible for pension obligations for the unfunded actuarial liability ("UAL"). This amount decreases by $75,000, or 4%, in FY 23-24 compared to the FY 22-23 originally Adopted Budget. The FY22-23 lump sum payment was paid in July 2022 for a savings of $69,000 and those savings were transferred to other budget line items during the fiscal year.

- The City will pay the annual lump sum UAL in July, which will result in approximately $75,000 of interest savings. Those savings would then be available for other line item expenses.

- The City's liability insurance premiums are budgeted to increase by $50,000.

- The utility expenses for the Forest Theater are separated out for tracking purposes, as required by the new lease.

Non-Departmental				
Account Number	Account Description	FY22-23 Amended Budget	FY22-23 Estimated Actual	FY23-24 Recommended
101-130-00-42501	Liability Insurance Premium	763,000	763,000	813,000
101-130-00-42503	PERS Unfunded Accrued Liability Payment	2,082,464	2,082,464	2,007,732
101-130-00-42503	Pension Mitigation Options	1,000,000	1,000,000	1,000,000
101-130-00-42504	Insurance Claims Paid	30,000	-	30,000
101-130-00-42505	Utilities	230,000	300,241	230,000
101-130-00-42506	Property Tax Assessments	83,755	94,024	83,755
101-130-00-42508	Unemployment Costs	15,000	-	15,000
101-130-00-42510	Retiree Health Share	79,980	32,343	79,980
101-130-00-42511	County Property Tax Admin Fees	74,335	74,335	74,335
101-130-00-42512	Forest Theater Utilities	10,000	10,000	10,000
Total		$4,368,534	$4,356,406	$4,343,802

MARKETING & ECONOMIC DEVELOPMENT

Two of the City's unique facilities include the performing arts venue known as the Sunset Community and Cultural Center and the Forest Theater, an outdoor amphitheater. These locations support musical performances, lectures and other cultural activities that enhance the quality of life for residents and promote the City and the Monterey Peninsula as an artistic and cultural destination.

In 2017, the City entered into a lease agreement with the Sunset Cultural Center, Inc. (SCC) for the management of these facilities and the terms of the lease require the City to make an annual grant to SCC to support operations. In 2021, Sunset Cultural Center, Inc.'s management of the Forest Theater ended. The annual grant for management of only Sunset Center remains in the budget.

In 2021, the City entered into a lease agreement with Pac Rep Theater for the management of the Forest Theater. This new lease does not require an operational grant payment. Rather, the City pays for a portion of utilities and repairs, which are budgeted in the Citywide (Non-Departmental) and Public Works budgets, respectively.

The City funds the Monterey County Convention and Visitors Bureau (MCCVB) and Visit Carmel to manage visitors. Visit Carmel maintains the City's official travel website (www.carmelcalfornia.com) and develops targeted and seasonal marketing campaigns to encourage visitors to stay overnight, dine, and shop within the Village.

In addition to supporting these organizations with General Fund revenues, the City also collects a tourism improvement district assessment from its lodging establishments on behalf of the County and remits these pass-thru funds to MCCVB on a bi-monthly basis. The City also collects an assessment on lodging through the Carmel Hospitality Improvement District and remits these funds to Visit Carmel for the marketing of overnight stays within the Village during mid-week and the non-peak season. As of January 1, 2019, the City also began collecting an assessment from full-service restaurants on behalf of the Carmel Restaurant Improvement District and remits these funds to Visit Carmel for marketing efforts to increase food and beverage sales within the City.

Another partner agency is the Carmel Chamber of Commerce, which operates the Visitor Center in town, publishes a comprehensive visitor guide, and assists businesses. The Chamber also supports small businesses and provides services to assist its members, including listing businesses on the Chamber website, providing educational programs, conducting outreach with businesses via weekly business walks with City elected officials and staff and marketing opportunities to "shop locally".

ECONOMIC DEVELOPMENT

Budget Summary and Service Impacts

Visit Carmel has been budgeted funding in the amount of $120,000 annually. Funding to MCCVB is $204,030 equates to 3% of the FY23-24 transient occupancy tax revenue budget of $6.8 million.

Marketing & Economic Development					
Account Number	**Account Description**	**Details**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-122-00-42008	Mktg & Economic Dev	SCC- Sunset Center Operating Grant	750,000	750,000	750,000
101-122-00-42008	Mktg & Economic Dev	MCCVB	200,010	200,010	204,030
101-122-00-42008	Mktg & Economic Dev	Visit Carmel	120,000	120,000	120,000
101-122-00-42008	Mktg & Economic Dev	Carmel Chamber of Commerce	60,000	60,000	60,000
	Total		**$1,130,010**	**$1,130,010**	**$1,134,030**

LIBRARY AND COMMUNITY ACTIVITIES

The Library is an efficient medium for the free and equitable distribution and exchange of books, information, and ideas; and a recognized social center providing the community with a place to learn, interact and gather. The Library aspires to be a welcoming place, in-person and virtually, where reading, learning and imagination thrive; a recognized leader and respected voice in our community; and a model library in our industry.

A five-member Board of Trustees appointed by the City Council governs the Library. The Harrison Memorial Library Board of Trustees, the Carmel Public Library Foundation, Harrison Memorial Library Friends of the Library, and the City work together in partnership to sustain the vital and historic tradition of providing free public library service of excellent quality for the residents and visitors of the City of Carmel and the Monterey Peninsula

2022-2023 Workload Indicators / Performance Measures

- 13,138 reference and information questions were answered.
- 1,808 library cards were issued.
- 67,388 library items were circulated.
- 4,878 people attended library programs.
- 116,854 visits were made to the library.
- 9,623 log-ins were made to library wi-fi.
- 70,638 digital items (e-books, audios, magazines, films, music) were accessed.



2022-2023 Initiatives and Accomplishments

- Expanded library hours to 5 days a week.
- Completed the conversion of the collection to Radio Frequency Identification (RFID), including purchasing new self-checks to streamline the check-in/out process for both staff and patrons.
- Engaged an architect for the Library Master Plan.
- Began a rebranding project in partnership with the Carmel Public Library Foundation
- Added additional programming for Children of all ages and launched a small program series for adults.

2023-2024 Priorities

- Restore Saturday hours.
- Continue the implementation of the Library's Strategic Plan.

Budget Summary and Service Impacts

The City funds the personnel and building maintenance costs for operating the Main and Park Branch libraries. The sources of funding for library materials, programs and services are the Carmel Public Library Foundation, the Friends of the Library, and other donations.

LIBRARY AND COMMUNITY ACTIVITIES

Library				
Account Number	Account Description	FY22-23 Amended Budget	FY22-23 Estimated Actual	FY23-24 Recommended
101-120-00-41001	Salaries	800,482	607,969	796,461
101-120-00-41003	Salaries -Part time	122,007	65,676	228,106
101-120-00-41101	Retirement	43,673	34,470	46,077
101-120-00-41103	Deferred Compensation	8,700	12,399	15,000
101-120-00-41104	Health Insurance	91,987	74,291	129,079
101-120-00-41105	Social Security	7,564	3,986	11,142
101-120-00-41106	Medicare	13,376	9,570	14,856
101-120-00-41107	LTD/STD/Life	1,192	964	1,311
101-120-00-41108	Worker's Comp	18,990	21,656	25,204
101-120-00-41109	Benefits-MOU Obligations	16,120	12,535	16,640
	Salaries & Benefits Subtotal	**$1,124,091**	**$843,515**	**$1,283,876**
101-120-00-42001	Contract Services	5,530	5,530	5,530
	Services & Supplies Subtotal	**$5,530**	**$5,530**	**$5,530**
	Total	**$1,129,621**	**$849,045**	**$1,289,406**

LIBRARY AND COMMUNITY ACTIVITIES

The Community Activities department and Commission encourage and support the interaction of neighbors, friends, families and visitors through the shared experience of special events, programs,and gatherings which bring the community together virtually and in-person safely on the City's streets and in its parks and create opportunities to interact, celebrate, enrich people's lives, and promote inclusiveness.

The Community Activities department facilitates the weekly Farmers' Market, permitting for special events, beach events, and filming, the City's annual special events (Memorial Day, 4th of July, Sandcastle Contest, Pumpkin Roll, Halloween Parade, Veteran's Day, Homecrafters' Marketplace, and Holiday Menorah and Tree-lighting), and manages the Vista Lobos Community Room and the Scout House.

2022-2023 Workload Indicators/Performance Measures

- Planned and facilitated nine City special events.
- An estimated 5,000 people attended City Special Events.
- Issued 40 event, beach, and film permits.

2022-2023 Initiatives and Accomplishments

- Held first Community Group Fair as part of the Farmers' Market.
- Completed streamlining special event, beach, and film permit process.
- Began beta testing the 3rd Thursday initiative.

2023-2024 Priorities

- Explore ideas for new events.
- As part of the Community Activities Strategic Plan, implement a "Citizens Academy" to educate new community members and others interested in how to participate in the civic process in Carmel and acquaint them with all things City.
- Continue collaborating with local organizations like Sunset Center or the Monterey Pops on special events.

Budget Summary and Service Impacts

Community Activities department expenses include costs for advertising, banners and signage, event and office supplies for City events, equipment replacements, Community Activities Commission initiatives, and the Farmers' Market.

LIBRARY AND COMMUNITY ACTIVITIES

Community Activities				
Account Number	**Account Description**	**FY22-23 Amended**	**FY22-23 Estimated**	**FY23-24 Recommended**
101-121-00-41001	Salaries	$131,665	$129,406	$143,756
101-121-00-41101	Retirement	10,362	10,185	11,314
101-121-00-41103	Deferred Compensation	1,800	1,901	2,100
101-121-00-41104	Health Insurance	13,964	13,068	33,257
101-121-00-41105	Overtime	-		
101-121-00-41106	Medicare	1,909	1809.84	2,084
101-121-00-41107	LTD/STD/Life	195	173	195
101-121-00-41108	Worker's Comp	6,276	7,122	8,269
101-121-00-41109	Benefits-MOU Obligations	2,080	1964.52	2,080
	Salaries & Benefits Subtotal	**$168,251**	**$165,629**	**$203,055**
101-121-00-42001	Contract Services	$39,220	$39,220	$35,975
101-121-00-42005	Community Promotions	19,500	19,500	56,567
101-121-00-42009	Advertising and Legal Notice	8,500	8,500	7,350
101-121-00-42101	Office Supplies	300	300	300
101-121-00-42403	Printing	2,500	2,500	1,050
	Services & Supplies Subtotal	**$70,020**	**$70,020**	**$101,242**
	Total	**$238,271**	**$235,649**	**$304,297**

COMMUNITY PLANNING AND BUILDING

The Community Planning and Building Department (CPB) includes the Planning, Building and Code Compliance Divisions and is responsible for preserving community character while fostering a vibrant community and a high quality of life for its residents, businesses and visitors.

- The **Planning Division** processes current development applications, maintains the General Plan, and ensures that capital programs, zoning and other activities of the City are consistent with the goals and policies of the Plan.

- The **Building Safety Division** is responsible for plans examination and inspections of City and private development projects to ensure compliance with building codes.

- The **Code Compliance Division** ensures compliance with the City Municipal Code. This function includes public education and outreach on existing laws and resolving code violations.

2022-2023 Initiatives and Accomplishments

- Adopted Phase 1 update of the City's Historic Context Statement to add the period from 1966 through 1986.
- Adopted an ordinance amending the City's regulations on timeshares.
- Completed the scanning/digitizing of physical property files. 100% of parcels have now been digitized and made available for viewing through the City's GIS map.
- Significant progress on an updated Wireless Ordinance, including robust public participation and complete redraft to existing regulations.
- Implemented several measures in line with the CPB 2019 strategic plan's customer service, technology, and streamlining goals including but not limited to: Implementing a fully online payment system, simplifying CPB's website portal, completing scanning/digitizing files, refreshing SOPs for the Building and Planning processes.
- Multiple community workshops and meetings for the Design Traditions 1.5 Project, culminating in the release of a first draft updates to the Commercial and Residential Guidelines.
- Completed housing feasibility study in accordance with State "SB 2", local "LEAP", regional "REAP" grants and began work in earnest on General Plan Housing Element update for completion by December, 2023.
- Implemented a 7-day per week code compliance program, with an emphasis on construction impacts, unpermitted work, and short-term rental enforcement.
- Purchased and rolled-out of two (2) residential electric vehicles for Planning, Building, and Code Compliance inspections.

COMMUNITY PLANNING AND BUILDING

2023-2024 Priorities

- Continued implementation of the CPB 2019 strategic plan, with a focus on customer service, technology, and streamlining processes.
- Adopt General Plan Housing Element and Safety Element updates by December, 2023 in accordance with State “SB 2”, local “LEAP”, regional “REAP” grants.
- Adopt Phase 2 (final phase) of the Historic Context Statement update.
- Adoption of: (1) updated Accessory Dwelling Unit Ordinance; (2) updated Wireless Ordinance.
- Scanning/digitizing of rolled building plans currently in storage at Vista Lobos.
- Adoption of updated Design Guidelines and Zoning Code through the Design Traditions 1.5 Project.
- Engage staff to participate in more training opportunities to continue the professionalization and growth of the Community Planning and Building Department.

Budget Summary and Service Impacts

- Contract services include $247,000 representing State, local and regional grants for housing studies and General Plan updates, $40,000 for scanning rolled plans stored at Vista Lobos, and $80,000 for the Phase 2 update of the Historic Context Statement.
- In an effort to continue professionalizing and growing the Community Planning and Building Department, the overall budget for training and education has been increased by approximately 25%.

Community Planning & Building				
Account Number	**Account Description**	**FY22-23 Amended**	**FY22-23 Estimated**	**FY23-24 Recommended**
101-115-00-41001	Salaries	$1,220,334	$1,111,852	$1,298,806
101-115-00-41005	Overtime	-	5,174	3,452
101-115-00-41101	Retirement	60,815	50,183	63,654
101-115-00-41103	Deferred Compensation	8,100	8,617	9,900
101-115-00-41104	Health Insurance	225,775	216,607	276,527
101-115-00-41106	Medicare	17,694	15,472	18,832
101-115-00-41107	LTD/STD/Life	1,559	1,424	1,613
101-115-00-41108	Worker's Comp	19,183	21,727	25,245
101-115-00-41109	Benefits-MOU Obligations	18,720	17,354	18,720
	Salaries & Benefits Subtotal	**$1,572,180**	**$1,448,411**	**$1,716,749**
101-115-00-42001	Contract Services	$603,400	$291,702	$468,400
101-115-00-42009	Advertising and Legal Notice	500	500	500
101-115-00-42101	Office Supplies	3,650	3,716	6,400
101-115-00-42102	Publications & Subscriptions	425	1,125	1,425
101-115-00-42104	Safety Equipment and Supplies	800	800	800
101-115-00-42107	Gas and Oil	480	474	250
101-115-00-42115	Other Supplies	7,600	14,213	2,900
101-115-00-42301	Training & Education	8,015	8,192	9,805
101-115-00-42302	Conferences & Meetings	3,350	1,377	8,350
101-115-00-42304	Dues & Memberships	4,480	2,199	7,980
101-115-00-42305	Mileage Reimbursement	150	-	-
101-115-00-42403	Printing	3,000	1,000	1,000
	Services & Supplies Subtotal	**$635,850**	**$325,298**	**$507,810**
	Total	**$2,208,030**	**$1,773,708**	**$2,224,559**

COMMUNITY PLANNING AND BUILDING

Community Planning & Building: Planning				
101-115-20-42001	Contract Services	$489,600	$196,702	$367,600
101-115-20-42009	Advertising and Legal Notice	500	500	500
101-115-20-42101	Office Supplies	3,000	3,066	6,400
101-115-20-42102	Publications & Subscriptions	125	125	1,425
101-115-20-42104	Safety Equipment and Supplies	800	800	800
101-115-20-42115	Other Supplies	6,800	7,016	2,900
101-115-20-42301	Training & Education	4,325	4,325	5,325
101-115-20-42302	Conferences & Meetings	2,000	77	4,000
101-115-20-42304	Dues & Memberships	2,400	1,200	3,100
101-115-20-42305	Mileage Reimbursement	100	-	-
101-115-20-42403	Printing	3,000	1,000	1,000
	Services & Supplies Subtotal	**$512,650**	**214,812**	**$393,050**

Community Planning & Building: Building				
101-115-21-42001	Contract Services	$102,800	$85,000	$90,800
101-115-21-42101	Office Supplies	400	400	-
101-115-21-42102	Publications & Subscriptions	300	1,000	-
101-115-21-42107	Gas and Oil	480	474	250
101-115-21-42115	Other Supplies	500	7,000	-
101-115-21-42301	Training & Education	3,240	3,240	4,480
101-115-21-42302	Conferences & Meetings	350	500	3,350
101-115-21-42304	Dues & Memberships	2,080	599	2,080
101-115-21-42305	Mileage Reimbursement	50	-	-
	Services & Supplies Subtotal	**$110,200**	**$98,213**	**$100,960**

Community Planning & Building: Code Compliance				
101-115-22-42001	Contract Services	$11,000	$10,000	$10,000
101-115-22-42101	Office Supplies	250	250	-
101-115-22-42107	Gas and Oil	300	196	-
101-115-22-42115	Other Supplies	450	627	-
101-115-22-42301	Training & Education	1,000	800	1,000
101-115-22-42302	Conferences & Meetings	-	400	2,800
	Services & Supplies Subtotal	**$13,000**	**$12,273**	**$13,800**

PUBLIC WORKS

The mission of the Public Works Department is to plan, design, construct, operate, and maintain public infrastructure, streets, sidewalks, storm drains, building facilities, the urban forest, parks, and beach that contribute to the health, safety, and well-being of the Village. Public Works consists of an administrative unit and five operating divisions with responsibilities as follows:

Administration Unit: prepares Council agenda reports, monthly status reports, and annual 5-year Capital Improvement Plans, make presentations, serves as Executive Team liaison to the Forest and Beach Commission and on the TAMC TAC and Traffic Safety Committees, performs engineering services, and provides administrative support, budgeting, scheduling, and performance oversight of the operating divisions.



Environmental Compliance: enforces State storm water quality and waste reduction/ recycling regulations, oversees the City's waste hauler contract, implements Climate Action and Adaptation Plan projects, serves on Monterey Regional Stormwater Management Program and ReGen Monterey TAC committees, manages sensitive projects in the North Dunes and MTNP, evaluates energy reduction initiatives, and coordinates with environmental, resiliency, and sustainability-focused partners.

Facilities Maintenance: maintains and repairs 15 City-owned buildings and facilities with 149,050 square feet, including six historic buildings nearly 100 years old, supports facility renovation capital improvement projects, oversees janitorial contract, obtains quotes and manages trade contractors, implements annual ADA project, and performs annual fire safety apparatus, generators, and backflow inspections.

Forestry, Parks and Beach: prepares reports and staffs Forest & Beach Commission meetings, maintains eight City parks, Carmel Beach, open spaces and landscaped islands, collaborates with volunteer organizations, processes tree removal/pruning permits, reviews development applications, manages multiple on-call tree care and landscape maintenance service contractors, performs tree planting, pruning, and dead or unsafe tree removal services, and provides emergency response during storms.

Project Management: supplemented by project management, architectural and engineering consultants, implements planning, engineering, design, public bidding, and construction-oriented capital improvement projects, performs condition assessments, manages contractors, coordinates with utilities and other departments, checks grading, drainage, and street improvement plans, obtains permits, and prepares specifications, contract documents, and cost estimates.

Street Maintenance: supervises Public Works field personnel and allocates equipment and resources, repairs streets, potholes, sidewalks, curbs, fencing, storm drainage system, berms, traffic signs, striping, and pavement markings, performs street sweeping, provides fleet maintenance services, reviews utility and encroachment permit applications, supports City events, and provides emergency response.

PUBLIC WORKS

2022-2023 Initiatives and Accomplishments

- Tracked incidents during significant storms in January and March 2023 and cleaned up.
- Launched the Coastal Engineering Study, which included a condition assessment of the shoreline infrastructure - a key Climate Adaptation Plan project.
- Updated Municipal Code Chapter 17 related to storm water requirements.
- For the Police Building renovation, supported the Council Ad Hoc Committee, prepared a Request for Proposal, selected an architect with expertise in police operations, and began a detailed facilities condition assessment and options evaluation.
- Prepared a Request for Proposal, Operations and Maintenance Agreement, and Site Lease for renovation, activities programming, and facility maintenance of the Scout House.
- Carmel Cares installed 800 native plants in the Forest Theater at no cost to the City.
- Awarded three, On-Call Tree Services Contracts covering the next three fiscal years.
- Awarded On-Call Landscape Maintenance Service Contract after a two-year gap.
- Designed, bid, and will complete construction of the City Hall Retaining Wall Repair Project.
- Completed design of 2 Mission Trails Nature Preserve projects: 3 Drainage Improvements for Stream Stability, and Well Abandonment and Tank and Pump House Removals.



- Substantially completed the design of six facility renovation projects for City Hall, Harrison Memorial Library, and Sunset Center.
- Updated the citywide Storm Drain Master Plan to reflect 20-year, rather than 10-year, storm events, to evaluate drainage improvements needed to adapt to climate change.
- Performed Pavement Condition Assessment and updated the StreetSaver Pavement Management System database.
- Performed building condition assessments for City Hall, Fire Station, Public Works, and Vista Lobos facilities.
- Purchased an electric street sweeper utilizing a $250,000 rebate from 3CE.
- Held the inaugural Earth Day celebration, in conjunction with the annual Arbor Day event.

PUBLIC WORKS

2023-2024 Priorities

- Complete construction of the following Capital Improvement Projects:
  - MTNP – 3 Drainage Improvements for Stream Stability
  - MTNP – Well Abandonment, and Removal of Tank and Pump House
  - FY 21 Street Paving Project
  - FY 23 Concrete Street Repairs Project
- 4 Facility Renovation Projects: City Hall Roof Replacement, HML Exterior/Interior Painting, Sunset Center Hazardous Materials Remediation and Exterior Painting, and Cottage Window Repairs.
- Complete engineering and design of the following Capital Improvement Projects:
  - FY 24 Street Paving Project
  - City-wide Drainage System Repairs and Bottlenecks
  - Electrical Panel Upgrades at Four Buildings

- For the Coastal Engineering Study, substantially complete the Shoreline and Beach Change Analysis, Erosion Exposure Modeling, and Coastal Hazard and Sea Level Rise Vulnerability, High Priority Adaptation, Identification, and Action Plan.
- For the Police/Public Works Building, complete the condition assessment, reflecting safety concerns, police operations/POST standards, code deficiencies, and deferred maintenance. Begin to implement Council direction in terms of renovations, reconstruction, and/or pursuit of an entirely new public safety facility.
- For the Urban Forest Master Plan, complete technical studies, engage in community outreach, and prepare and present the Master Plan Report.



- For the Scout House, enter into an Operations and Maintenance Agreement and Site Lease with a qualified contractor, complete design, and begin the renovation.
- Establish an Underground Utility District utilizing PG&E Rule 20A funds.
- Plant at least 60 new trees, and reduce the backlog of tree stump removals.
- Implement beautification projects, including landscaping along the Ocean Avenue Median Islands.

PUBLIC WORKS

Budget Summary and Service Impacts

- The Administration Unit budget includes funding for Contract Services ($22,500), including uniforms, copier lease, and software contracts, training ($12,000), safety equipment ($10,000), subscriptions ($6,500), and office supplies ($5,000). Deleted $50,000 for project management consultant fees which are charged to CIP projects. Line item increases reflect filled all field positions.
- The Street Division budget includes funding for Materials and Supplies ($67,000) for black mutt mitts, asphalt, sidewalk pavers, and traffic paint, Equipment and Vehicle Maintenance ($37,000), Fuel ($48,000), and Contract Services ($65,000) including reconstruction of the San Antonio Pathway, between Second and Fourth Avenues damaged by January storms (not a CIP project) and subject to FEMA reimbursement. Pink Mutt Mitts for all dispensers would increase the budget by $34,800.
- The Facilities Maintenance Division budget approximates the Amended Budget for FY 22/23, with increases due to deteriorating older buildings, inflation, and reduced contractor availability. The budget includes funding for Contract Services ($597,000) including janitorial ($272,000), alarm monitoring, and generator services, dumbwaiter decommissioning, and HVAC, plumbing, roofing, and electrical repairs, and Materials & Supplies ($109,000) for doors, hardware, lighting, filters, plumbing, and first aid supplies.



- The Environmental Compliance Division budget includes funding for Contract Services ($252,500), including SB1383 implementation, recycling containers, and waste hauler oversight ($85,000), stormwater quality enforcement and watershed monitoring ($51,000). As well as Vactor cleaning of storm drains, on-call environmental consultants, and climate change initiatives, and Permits and Licenses ($13,000) for stormwater and Air Resources District permits and MTNP invasive removals and North Dune habitat monitoring services.
- The Forestry, Parks, and Beach Division budget includes funding for Contract Services ($941,500), including tree contractors for removals, pruning, stump grinding, MTNP tree removals, and beautification projects ($345,000), landscape maintenance contract ($175,000), storm emergency response ($125,000), and consulting services ($100,000), and Materials and Supplies ($76,000) for trees, landscaping, irrigation supplies, and playground repairs. Tree contract budgets have increased to reflect numerous dead/unsafe tree removals due to drought and severe storms, and the backlog of stumps.

PUBLIC WORKS

Public Works Department Total				
Account Number	**Account Description**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-119-00-41001	Salaries	$2,136,494	$1,743,063	$2,357,827
101-119-00-41005	Overtime	8,800	25,690	15,000
101-119-00-41101	Retirement	115,821	95,859	127,616
101-119-00-41103	Deferred Compensation	18,612	18,575	23,223
101-119-00-41104	Health Insurance	342,020	295,162	437,009
101-119-00-41106	Medicare	30,980	24,797	34,189
101-119-00-41107	LTD/STD/Life	2,988	2,548	3,201
101-119-00-41108	Worker's Comp	82,157	93,280	108,118
101-119-00-41109	Benefits-MOU Obligations	33,280	30,343	33,280
	Salaries & Benefits Subtotal	**$2,771,152**	**$2,329,314**	**$3,139,463**
101-119-00-42001	Contract Services	$1,577,630	$1,577,630	$1,868,250
101-119-00-42009	Advertising and Legal Notice	2,500	2,500	2,500
101-119-00-42101	Office Supplies	5,000	5,000	5,000
101-119-00-42102	Publications & Subscriptions	5,500	5,500	6,500
101-119-00-42104	Safety Equipment and Supplies	8,400	8,400	10,000
101-119-00-42105	Materials and Supplies	239,940	239,934	252,000
101-119-00-42106	Small Tools and Equipment	1,000	1,000	2,000
101-119-00-42107	Gas and Oil	46,000	46,000	48,000
101-119-42-42201	Building Maintenance	8,880	8,880	-
101-119-00-42202	Equipment Maintenance	10,000	10,000	10,000
101-119-00-42203	Vehicle Maintenance	41,500	41,500	27,000
101-119-00-42301	Training & Education	8,000	8,000	12,000
101-119-00-42304	Dues & Memberships	2,875	2,875	3,500
101-119-00-42403	Printing	2,000	2,000	2,000
101-119-00-42408	Permits and Licenses	11,067	11,067	13,000
101-119-00-42409	Rentals	4,000	4,000	8,000
101-119-42-43006	Other Assets	28,791	28,791	-
	Services & Supplies Subtotal	**$2,003,083**	**$1,974,286**	**$2,269,750**
	Total	**$4,774,235**	**$4,303,601**	**$5,409,213**

PUBLIC WORKS

PW Administration				
Account Number	**Account Description**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-119-40-42001	Contract Services	$66,400	$66,400	$22,500
101-119-40-42009	Advertising and Legal Notice	2,500	2,500	2,500
101-119-40-42101	Office Supplies	5,000	5,000	5,000
101-119-40-42102	Publications & Subscriptions	5,500	5,500	6,500
101-119-40-42104	Safety Equipment and Supplies	8,400	8,400	10,000
101-119-40-42301	Training & Education	8,000	8,000	12,000
101-119-40-42304	Dues & Memberships	2,875	2,875	3,500
101-119-40-42403	Printing	2,000	2,000	2,000
	Services & Supplies Subtotal	**$100,675**	**$100,675**	**$64,000**

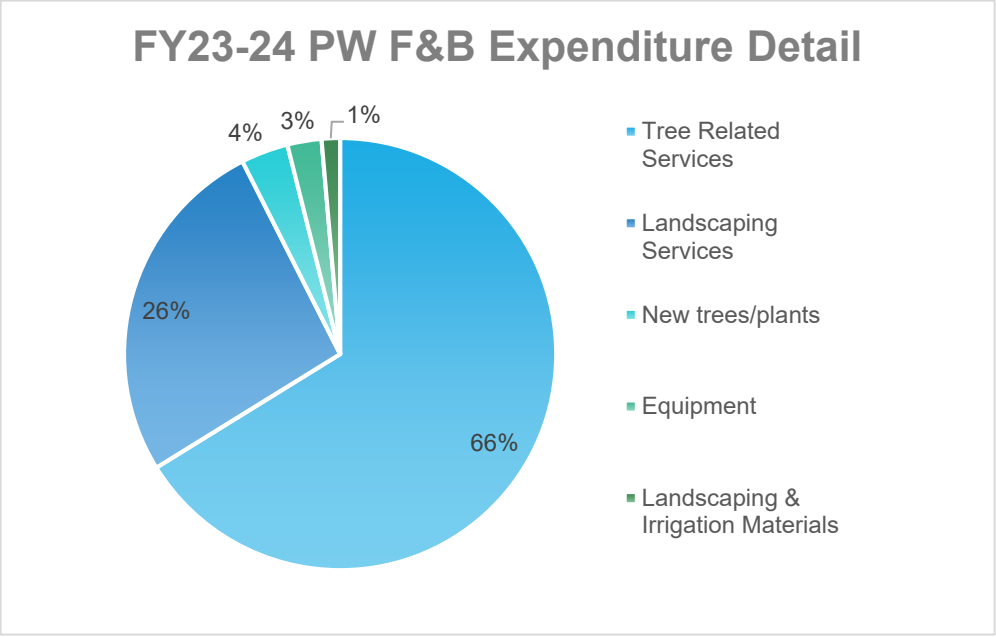
PW Street				
Account Number	**Account Description**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-119-41-42001	Contract Services	$114,155	$114,155	$65,000
101-119-41-42105	Materials and Supplies	$74,140	$74,140	$67,000
101-119-41-42106	Small Tools and Equipment	$1,000	$1,000	$2,000
101-119-41-42107	Gas and Oil	$46,000	$46,000	$48,000
101-119-41-42202	Equipment Maintenance	$10,000	$10,000	$10,000
101-119-41-42203	Vehicle Maintenance	$41,500	$41,500	$27,000
101-119-41-42409	Rentals	$4,000	$4,000	$8,000
	Services & Supplies Subtotal	**$290,795**	**$290,795**	**$227,000**

PW Facilities				
Account Number	**Account Description**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-119-42-42001	Contract Services	571,774	571,774	587,000
101-119-42-42105	Materials and Supplies	90,800	90,800	109,000
101-119-42-42201	Building Maintenance	8,880	8,880	-
101-119-42-43006	Other Assets	28,791	28,791	-
	Services & Supplies Subtotal	**$700,245**	**$700,245**	**$696,000**

PUBLIC WORKS

PW Environmental Compliance				
Account Number	**Account Description**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-119-43-42001	Contract Services	$215,255	$215,255	$252,250
101-119-43-42105	Materials and Supplies	-	-	-
101-119-43-42408	Permits and Licenses	11,067	11,067	13,000
	Services & Supplies Subtotal	**$226,322**	**$226,322**	**$265,250**

PW Forest & Beach				
Account Number	**Account Description**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-119-45-42001	Contract Services	$610,046	$610,046	$941,500
101-119-45-42105	Materials and Supplies	75,000	74,994	76,000
	Services & Supplies Subtotal	**$685,046**	**$685,040**	**$1,017,500**



Type of Expenditure		Budget	Percentage
Tree Related Services	$	673,500	66%
Landscaping Services		268,000	26%
New trees/plants		36,000	4%
Equipment		26,000	3%
Landscaping & Irrigation Materials		14,000	1%
Total	**$**	**1,017,500**	**100%**

PUBLIC SAFETY

The Director of Public Safety/Police Chief manages the Public Safety Department and three distinct functions:

The **Police Department** is responsible for law enforcement and crime prevention within the City. The mission of the Department is to protect and serve, with the primary responsibility of ensuring the rights of citizens and visitors to live in peace and safety. It also oversees the management and operation of the Emergency Operations Center; the Volunteers in Policing Program that assists with daily clerical activities, errands, public outreach and special events and the City Community Emergency Response Team of volunteers ready to assist the community during an emergency situation.

The **Fire Department** is primarily responsible for saving lives and protecting property through the prevention and control of fires. The Fire Department has operated under a contract with the City of Monterey since 2012. The Public Safety Department manages the contract with the City of Monterey and is responsible for oversight of needed equipment and supplies.

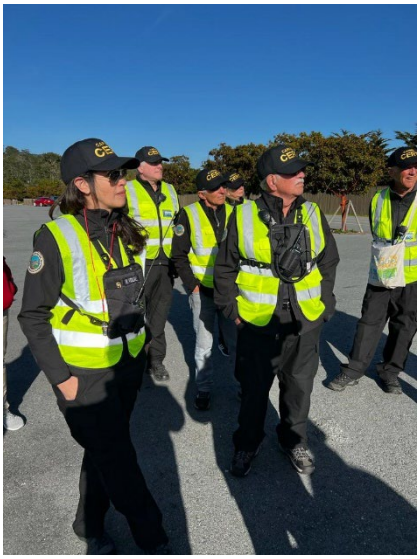
Carmel Fire Ambulance provides advanced life support ambulance service to the residents of Carmel-by-the-Sea. Ambulance staffing includes paramedic-firefighters and emergency medical technician-firefighters to provide front line medical emergency response and all-hazard response as a key component of the City's public safety services. The City of Monterey also provides administrative oversight of this function through a contractual agreement managed by the Public Safety Department.



PUBLIC SAFETY

2022-2023 Initiatives and Accomplishments

- Vacancies were filled to include (1) Firefighter/Paramedic, (1) Police Officer, (1) Community Services Officer, and (1) Dispatcher. Continued recruitments to fill Police Officer and Dispatcher positions are ongoing.
- In the process of developing new contract language for Fire services with the City of Monterey.
- New portable radios were purchased to improve radio communications for the transition from analog to digital for police services. A new radio tower was purchased in conjunction with Monterey County and is in the process of being constructed for activation.
- A new parking management software system was implemented for parking/permit issuance. Paid parking is also being explored as part of the parking management system.
- Body worn camera and taser contracts were renewed.
- To enhance public safety within the village, new license plate reader cameras were purchased and installed throughout the city. Additionally, the camera capture program was implemented, and the use of volunteer groups like (VIPS) volunteers in policing and (CERT) Community Emergency Response Team were utilized during essential Situations such as storms and flooding.



- In December 2022, and January 2023 utilized Police Officers, Public Works, City Staff and (CERT) Community Emergency Response Team members along with (VIPS) Volunteers in Policing for countywide emergency flood and storm evacuations/power outages.
- Our VIP (Volunteers in Policing) program had an accumulated almost 269 hours of volunteer time designated to storm preparation and aid during the county wide storm emergency. The Volunteer in Policing (V.I.P.) program is composed of people who give freely of their time. They enjoy the satisfaction of providing worthwhile contributions to departmental personnel and the Community of Carmel. They are motivated by their interest in a higher quality of life for Carmel, and their own ability to liberate and officer's time for greater enforcement and investigated impact.
- Our Carmel CERT (Community Emergency Response Team) was also integral to our safety in the community and was activated multiple times during the storm emergency to help with power outages, contacting residents, and assisting in life saving measures alongside police, fire, and ambulance services. Our CERT Team is made up of 30 dedicated volunteers who support our village as well as provide mutual aid to our neighboring communities. During emergencies or disasters, both self-reliance and the use of volunteers under professional direction will be necessary. CERT provides community members with the disaster related know how they need to be self-sufficient and support others until further help can arrive.

PUBLIC SAFETY

2023-2024 Priorities

- Continue recruitments to fill additional Police Officer(s) and Dispatcher(s) positions to become fully staffed.
- Complete Police Department renovation project.
- Continue to work with contracted services for paid parking implementation in the downtown area of the village.
- Upgrade outdated computer equipment in police vehicles and parking scooters.
- Increase training for staff in preparation for promotional advancement and growth.

Fire

- The FY 23-24 Budget increases by $87,447 over the FY 22-23 Amended Budget. Contract services include fire services provided to the Village by the City of Monterey ($2,950,700) and dispatch services ($25,000). Funding for a wildfire risk assessment is also included within the budget ($20,000).
- The FY 23-24 Budget also includes funding for fuel ($19,000) and vehicle maintenance ($35,000) as Carmel is responsible for vehicle repair and replacement under the contract with Monterey.

Fire				
Account Number	**Account Description**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-117-00-42001	Contract Services	2,905,342	2,905,342	3,018,289
101-117-00-42005	Community Promotions	500	500	1,000
101-117-00-42103	Medical Supplies	3,000	0	3,000
101-117-00-42104	Safety Equipment and Supplies	7,000	7,000	27,500
101-117-00-42107	Gas and Oil	14,000	14,000	19,000
101-117-00-42202	Equipment Maintenance	4,450	4,450	6,950
101-117-00-42203	Vehicle Maintenance	89,000	89,000	35,000
Total		**$3,023,292**	**$3,020,292**	**$3,110,739**

PUBLIC SAFETY

Ambulance

- The FY 23-24 Budget increases by $142,377 over the FY 22-23 Amended Budget. Overtime reflects an anticipated decrease due to being fully staffed. Contract services include station coverage by the City of Monterey as needed ($170,000), ambulance billing ($48,000), Monterey Fire management of Ambulance personnel ($24,000). Other major expenses include medical supplies ($48,150), fuel and vehicle maintenance ($21,000), safety equipment ($37,000) and required training to maintain credentials ($19,000).

Ambulance				
Account Number	**Account Description**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-118-00-41002	Salaries -Safety	770,123	711,010	826,109
101-118-00-41006	Overtime -Safety	140,000	160,165	140,000
101-118-00-41009	Holiday in Lieu	69,740	74,073	75,401
101-118-00-41102	Retirement -Safety	99,905	89,352	107,640
101-118-00-41103	Deferred Compensation	5,400	5,017	5,400
101-118-00-41104	Health Insurance	88,481	76,303	93,642
101-118-00-41106	Medicare	14,550	13,449	15,154
101-118-00-41107	LTD/STD/Life	858	728	858
101-118-00-41108	Worker's Comp	63,153	72,133	84,013
101-118-00-41111	Uniform Allowance	3,600	3,233	3,600
	Salaries & Benefits Subtotal	**$1,255,810**	**$1,205,463**	**$1,351,817**
101-118-00-42001	Contract Services	272,163	272,163	275,483
101-118-00-42101	Office Supplies	1,300	1,300	1,000
101-118-00-42103	Medical Supplies	49,150	49,150	48,150
101-118-00-42104	Safety Equipment and Supplies	12,000	12,000	37,000
101-118-00-42107	Gas and Oil	21,000	21,000	21,000
101-118-00-42201	Building Maintenance	4,500	4,500	7,000
101-118-00-42202	Equipment Maintenance	3,500	3,500	4,000
101-118-00-42203	Vehicle Maintenance	17,000	17,000	27,000
101-118-00-42301	Training & Education	12,800	12,800	19,150
	Services & Supplies Subtotal	**$393,413**	**$393,413**	**$439,783**
	Total	**$1,649,223**	**$1,598,876**	**$1,791,600**

PUBLIC SAFETY

Police

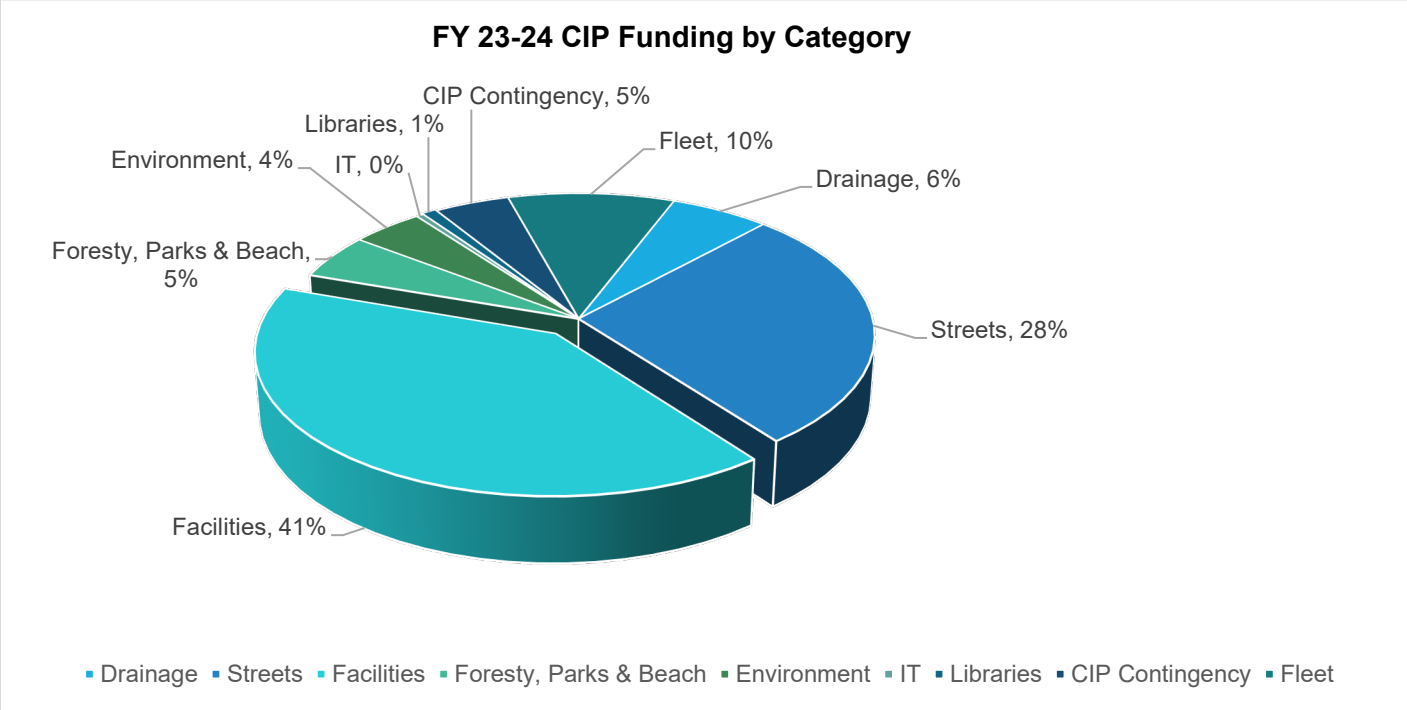
- The FY 23-24 Budget increases by $231,852 over the FY 22-23 Amended Budget. The Department will continue to focus on patrol and responding to public safety needs.
- The FY 23-24 Budget reflects an increase of $80,151 in services and supplies over FY 22-23. The increase is primarily the result of upgrading aging equipment, and an increase in ammunition prices, providing CERT team uniforms and equipment, and training and supplies needed to fill vacant positions. Training expenses were increased to add Critical Incident Training, De-escalation and Racial Bias Training for all department members. Contract services include expenses critical to operations including dispatch, jail booking and animal services provided by Monterey County; tasers, body and surveillance cameras and associated software and maintenance costs. Fuel costs are projected to increase as well.

Police				
Account Number	**Account Description**	**FY22-23 Amended Budget**	**FY22-23 Estimated Actual**	**FY23-24 Recommended**
101-116-00-41001	Salaries	829,659	569,681	841,462
101-116-00-41002	Salaries -Safety	2,469,702	1,757,353	2,488,403
101-116-00-41006	Overtime -Safety	355,000	348,741	205,000
101-116-00-41009	Holiday in Lieu	171,329	140,479	188,251
101-116-00-41101	Retirement	52,952	35,663	53,829
101-116-00-41102	Retirement -Safety	330,706	261,041	373,000
101-116-00-41103	Deferred Compensation	24,144	95,270	141,617
101-116-00-41104	Health Insurance	461,169	302,630	519,944
101-116-00-41106	Medicare	49,063	39,786	54,507
101-116-00-41107	LTD/STD/Life	3,939	2,544	4,108
101-116-00-41108	Worker's Comp	119,455	135,311	156,971
101-116-00-41109	Benefits-MOU Obligations	0	562	0
101-116-00-41111	Uniform Allowance	34,560	22,747	36,000
	Salaries & Benefits Subtotal	**$4,901,678**	**$3,711,807**	**$5,063,092**
101-116-00-42001	Contract Services	339,235	312,235	411,707
101-116-00-42005	Community Promotions	1,000	1,716	1,500
101-116-00-42101	Office Supplies	8,500	8,500	8,800
101-116-00-42102	Publications & Subscriptions	960	960	420
101-116-00-42104	Safety Equipment and Supplies	116,350	116,350	114,000
101-116-00-42106	Small Tools and Equipment	$0	$0	$0
101-116-00-42107	Gas and Oil	48,750	48,750	50,000
101-116-00-42201	Building Maintenance	1,000	1,000	15,000
101-116-00-42202	Equipment Maintenance	38,181	44,812	31,675
101-116-00-42203	Vehicle Maintenance	38,000	38,000	28,000
101-116-00-42301	Training & Education	21,750	21,750	30,550
101-116-00-42304	Dues & Memberships	1,550	1,550	1,775
101-116-00-42403	Printing	5,900	5,900	7,300
101-116-00-42404	Shipping/Postage/Freight	500	500	600
101-116-00-42405	Telephone and Communications	8,500	8,500	9,000
101-116-00-42415	Other Expenditures	9,000	9,000	9,000
	Services & Supplies Subtotal	**$639,176**	**$619,523**	**$719,327**
	Total	**$5,540,854**	**$4,331,330**	**$5,782,419**

CAPITAL IMPROVEMENT PLAN (CIP)

CAPITAL IMPROVEMENT PLAN

The FY 23-24 Recommended Budget includes $10.92 million for capital projects. This level of capital spending represents 27% of the total citywide budget of $40.9 million. As the economy recovers from the economic impact of the pandemic, sales tax revenue generated by Measure C, the City's local sales tax, plays a pivotal role in provide a funding source for the City's capital needs. The presence of state and county gas and transit taxes also provide a consistent base, albeit partial, for much needed street projects. That said the five-year capital plan points out that, as vital as these funding sources are, they cannot cover the full scope of identified improvements in the long term requiring that we attend to the highest needs and deferring others until funding becomes available.



Capital outlay funds several types of projects as depicted above in the "FY 23-24 CIP Funding by Category" chart. Streets account for 28% of capital expense, with a proposed budget of $3.0 million, largely funded by revenues the City receives specifically for street maintenance and other transportation-related projects. The FY 23-24 Recommended Budget recognizes the importance of facility investments including $3.2 million budgeted for Police Department renovations. Also included in facilities are deferred facility maintenance items equaling $819,000 that addresses Sunset center renovations, City Hall roofing and retaining walls.

Forestry, Parks & Beach reach $803,000, 7% of the CIP budget, and include Urban Forest Master Plan, Scenic Pathways hardscape, and MTNP Streams 3 Construction. Included in this fiscal year's budget is a $500,000 CIP Contingency to provide funds when needed to award construction contracts that may have outdated cost estimates, such as for carry-over projects, the scope of essential work has increased, and/or when construction bids are competitive, but higher than available funds.

Capital outlay includes $1,155,000 for the projects listed in Table 1, FY 23-24 Recommended Vehicle and Equipment Acquisitions and Funding Source.

CAPITAL IMPROVEMENT PLAN

Table 1: FY 23-24 Recommended Vehicle and Equipment Acquisitions and Funding Source

Vehicle and Equipment Fund			
Account Number	**Account Description**	**FY23-24 Recommended**	**Funding Source**
503-513-00-43005	Ambulance	275,000	Measure C
503-513-00-43005	Ambulance - Donation	50,000	Donation
503-513-00-43005	2 Forestry Trucks and 1 PD Admin Vehicle	200,000	Measure C /3CE Grant
503-513-00-43005	Electric Sweeper	550,000	Measure C /3CE Grant
503-513-00-43006	Police Radios Lease (Year 3 of 6)	30,000	Measure C
503-513-00-43007	IT Servers - FY23/24	50,000	Measure C
Total		**1,155,000**	

Funding prioritizes public safety response capabilities, including enhanced communications and the purchase of new vehicles. A focus on environmentally friendly vehicles is evident in this year's spending plan. The budget also invests in critical safety equipment related to emergency ambulance services.

Vehicle & Equipment

Ambulance: A contract to build the new ambulance with equipment for $410,000 will be submitted for Council approval at an upcoming meeting. There is a long lead time for delivery of approximately three years. The total combined funding of $275,000 from the Vehicle and Equipment Fund, and a $50,000 donation, will need to be carried forward until the invoice is due. Staff recommends carrying the funding over each fiscal year until needed for payment, and placing the estimated $85,000 balance for the ambulance into the CIP for Fiscal Year 25-26.

Vehicles (3): The Public Works Forestry Division uses a 2000 Dodge Dakota with 87,100 miles for landscape maintenance. The truck is in poor condition, has an undersized flatbed, and is only capable of carrying tools and hauling a very small load. This vehicle will be replaced with a full-sized electric pickup truck. Forestry also uses a 2002 Dodge Dakota with 62,700 miles for tree services. Despite a slightly larger bed capable of hauling larger debris loads, this truck is also in poor condition. This will also be replaced by a full-sized electric pickup truck. The Police Department's 2006 Ford Fusion Administrative vehicle has 106,500 miles and is used for traveling to court appearances, meetings, training, and conferences. This vehicle will be replaced with an electric sedan. Electric Vehicle grants from 3CE will be pursued for all new electric vehicles. While the amount of any grants is unknown at this time, staff estimates that up to $25,000 may be funded by 3CE for qualifying vehicles. The existing gas-powered vehicles will ultimately be sold at a public auction.

CAPITAL IMPROVEMENT PLAN

Street Sweeper: In July 2022, Council awarded a $563,814 purchase of a RAVO SE 5 electric street sweeper, offset by a $250,000 Central Coast Community Energy grant. This was funded by the Vehicle and Equipment Fund. The sweeper is currently being manufactured overseas and is scheduled to be delivered after the first of the fiscal year.

Police Radios Lease, Year 3: Twenty-two (22) radios were purchased in 2021 with a payment schedule of $30,000 per year payments for six years, with funding from the Vehicle and Equipment Fund.

IT Servers: This project funding would be used to purchase hardware intended to enable our transition to running a majority of our workload in the cloud. Per the vendor, our existing Nutanix system will be at the end of its useful life by October 2023. This means support and security updates may become unavailable. We will purchase new hardware, software, and retain vendor services to provide a local copy of our critical data to be used in certain emergencies when and if cloud access is interrupted for extended periods. The hardware will also serve as a local cache for our data, making access faster and allowing for local backups to be kept onsite without incurring data charges.

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CAPITAL IMPROVEMENT PLAN

Table 2: FY 23-24 Recommended Capital Projects and Funding Source

Capital Projects Fund				
Fund 301 Acccount 43008				
Strategic Priority	**Category**	**Description**	**FY 23/24 Recommended**	**Funding Source**
Grants	Streets	Paving Project -FY20 Paving Project	514,000	General Fund/Hostelry
Grants	Streets	Paving Project -FY20 Paving Project	364,000	TAMC: Gas Tax, RMRHA
Grants	Streets	Paving Project -FY23 Concrete Street Repairs	15,300	General Fund/RSTIP
Grants	Streets	Paving Project -FY23 Concrete Street Repairs	564,000	General Fund/Hostelry
Grants	Streets	Paving Project -FY23 Concrete Street Repairs	425,700	TAMC: Gas Tax, RMRHA
Grants	Streets	Paving Project -FY24 Paving Repairs	12,286	General Fund/RSTIP
Grants	Streets	Paving Project -FY24 Paving Repairs	657,000	General Fund/Hostelry
Grants	Streets	Paving Project -FY24 Paving Repairs	426,714	TAMC: Gas Tax, RMRHA
		Grants Streets	2,979,000	
Resilience	Streets	Sunset Center Retaining Wall Design	40,000	General Fund
Grants	Drainage	MTNP 3 Stream/Drainage Projects - Construction	85,000	Parks Per Capita Grant
CIP Planning	Drainage	Drainage Design Phase I & Phase II	580,000	Measure C
Public Safety	Facilities	PD Renovation	3,239,000	Measure C
Public Safety	Facilities	ADA Upgrades Year 6	20,000	General Fund
Resilience	Facilities	Resilience Infrastructure Pilot Design	83,000	Measure C
Resilience	Facilities	Electrical Panel Upgrade Design	75,000	Measure C
Resilience	Facilities	Sunset Center - 7 Bollards	20,000	General Fund
Resilience	Facilities	Sunset Center - Carpenter Hall Heater	45,000	General Fund
Resilience	Facilities	Sunset Center - N Lot Electrical	100,000	General Fund
Resilience	Facilities	Sunset Center - Portico - Design	40,000	General Fund
Deferred Maint	Facilities	City Hall Retaining Wall Repair	170,000	Measure C
Deferred Maint	Facilities	Facility Renovation Projects	649,000	Measure C
Resilience	Frst/Parks/Bch	Urban Forest Master Plan	57,100	Measure C
Grant	Frst/Parks/Bch	Urban Forest Master Plan - Grant	150,000	Grant
Resilience	Frst/Parks/Bch	MTNP Tank & Well Demo	121,000	Measure C
Resilience	Frst/Parks/Bch	North Dunes Restoration/Split Rail Fence/Signage	25,000	Donation
Resilience	Frst/Parks/Bch	Scenic Pathways - Hardscape	100,000	General Fund
Resilience	Frst/Parks/Bch	Scenic Pathways - Hardscape - Carmel Cares match	100,000	Donation
Resilience	Environmental	Coastal Engineering Study - Phase I & Phase II & Beach Survey	233,000	Measure C/General Fund
Resilience	Environmental	Shoreline Inf Repairs - Stairs	250,000	General Fund
Resilience	Libraries	Library Master Plan - Phases II-IV	100,000	General Fund
CIP Planning	Contigency	CIP Contingency	500,000	General Fund
		Total	**$ 9,761,100**	

CAPITAL IMPROVEMENT PLAN

In addition, funding for various other capital projects total $9.76 million. The funding sources include MeasureC revenue as well as transportation-related revenues and project specific grants. (See **Table 2**, FY 23-24 Recommended Capital Projects and Funding Source, located on the following page) Project descriptions follow the table explain the nature and background of each.

The Recommended Budget proposes the use of available fund balances that have resulted from prior period savings and the postponements of capital projects during pandemic shutdowns and staffing shortages. Table 2 has identified these projects that have been deferred and remain in need of attention. The tally and identification of these projects is directly related to the budget strategy taken this year in the attempt to “catch- up”. This use of fund balances as proposed in the FY 23-24 Recommended Budget leaves policy reserves intact and is directly related to this one-year extended level of capital spending.

As we look beyond FY 23-24 into the five-year CIP plan, it becomes apparent that the level of CIP expenditures proposed this year cannot be maintained in the long term. Although the five-year plan does its job in articulating the physical project needs it also tells us that the City is faced with more capital needs than it can afford. This is true even if capacity resources are at full strength. Hence, priorities and limits will need to be set in navigating a sound fiscal plan in the longer term.

Streets:

FY 2019/20 Citywide Annual Paving Project: This Project, which includes the bike route and recently-deleted median islands along San Carlos Street, land was presented to the City Council at the March 7th meeting. This project is bundled with another prior carryover project called Mission Street Sidewalk Repairs (FY 2021/22). The City was allocated $15,311 from RSTP funding via TAMC to repair a significantly uneven brick sidewalk on the west side of Mission Street, between Fifth and Sixth Avenues.

FY 2022/23 Concrete Street Repairs: At the January 2023 meeting, Council awarded a $189,667 Professional Services Agreement to BKF Engineers for design of this project. The project includes repairs and resurfacing of concrete intersections at Ocean/San Antonio, San Carlos/Fifth, San Carlos/Sixth, and along Ocean Avenue, between Monte Verde and San Antonio, and along San Carlos between Fifth and Sixth. An ADA ramp and bulb outs will also be included at the Junipero/Seventh intersection. The total project budget includes $441,300 in external funds (i.e. Measure X, SB-1) plus the Maintenance of Effort requirement of $563,700. The project is currently in preliminary design, and final design is anticipated to be substantially completed this summer. The remaining balance should be carried forward into the Fiscal Year 2023/24 CIP for construction.

FY 2023/24 Annual Paving Project: At the April 4, 2023 meeting, Council adopted a list of streets to be included in the FY 2023/24 annual paving project. The City’s Maintenance of Effort (MOE) contribution of $657,329 would leverage $438,570 of external funds via TAMC from Measure X, Gas Tax, SB 1, and RSTP. The project will include the design and construction of asphalt pavement overlays of five roadway segments, including Upper Ocean Avenue and Santa Lucia Avenue between Dolores Street and Rio Road, removal of failed pavement sections and providing a slurry seal on up to 20 road segments predominately in residential neighborhoods, and replacing broken

concrete, asphalt, and brick sidewalks with permeable pavers along seven road segments in the downtown area. The project will be supplemented with ADA ramps, new trees, bike route markings, and other amenities as appropriate.

Sunset Center Retaining Wall Repairs – Design: Sunset Center requested this project. This project would provide funding to hire an engineering firm to design repairs for four retaining walls around Sunset Center. In the north lot, a 100- foot long, Carmel stone wall along Eight Avenue is leaning, and there are significant cracks in the wall along Mission Street. In the south parking lot off of Tenth Avenue, there is 50-feet of rotted wooden wall on top of a granite wall. These and other walls require replacements of such as fencing, posts, and railings. Repairs are tentatively programmed in FY 2024/25. The same structural engineering firm will be retained to restore the pathway on the west side of San Antonio Avenue, between Second and Fourth Avenues, which was damaged by the winter storms.

Drainage:

MTNP Stream Stability Projects-Construction: This project, which consists of the first three (3) of eight (8) stream restoration and erosion control measures recommended by the Mission Trail Nature Preserve Stream Stability Study, is largely funded by a California State Parks Per Capita Grant in the amount of $187,000. The design and environmental permits for the project were listed in the completed projects above. Construction must be substantially completed by December 2023. Remaining funding is carried over to Fiscal Year 2023/24.

Drainage System Repair Design Phase I & Phase II: The City-wide Drainage Master Plan identified numerous repairs needed for our existing underground storm drain pipes, as well as significant "bottlenecks" in the drainage system. In October 2022, Council awarded a $50,000 Professional Services Agreement to Schaaf & Wheeler Consulting Engineers to update their 2020 Drainage Master Plan to reflect recommendations from the Climate Committee to evaluate 20-year storm event impacts to the drainage system, versus 10-year storm events as previously evaluated, and as much of the drainage infrastructure of the City was built. The Updated Master Plan is complete, and highlights will be presented to Council at an upcoming meeting. On a parallel track, Neill Engineers was issued a $24,999 Professional Services Agreement to design eight to ten specific drainage repairs and bottleneck elimination projects. The design of those improvements is in progress. Remaining funds should be carried-forward into Fiscal Year 2023/24 to complete the design. At least $4M will be needed to fix the most critical repairs and bottlenecks, and allocations for specific repairs will be recommended in future year CIP plans.

At the April Workshop, Council requested that part of the remaining funds be used for physical construction of drainage improvements, rather than using all budget on engineering design services. As noted during the May 2, 2023 CIP Review presentation, the Public Works Director noted that this carry-over project scope was changed accordingly. Specifically, of the remaining budget of approximately $500k, approximately $150k will be earmarked for design of the first three (3), high priority projects, and $350k will be available for construction. The first three projects are: 1) Acacia Way headwall upgrade, 2) Santa Rita box culvert repair, between Third and Fourth Avenues, and 3) Santa Fe new pipeline between Mountain View and the MTNP outfall. Project #3 will be bid as a bid additive in case the final costs exceed the remaining budget.

Facilities:

Police Building Renovation Project: At the February 2023 meeting, the Ad Hoc Committee recommended, and Council approved, issuing a Request for Proposal to architects with expertise in police building design, to perform a detailed evaluation of the building, including elements shared with the Public Works Department. In brief, the evaluation will consider building code deficiencies, needed safety repairs, police operational deficiencies and best practices, and the useful life of the facility with such investments. The architect will also consider swing space during construction, develop a rough cost for complete reconstruction within the current building footprint, and a cost for an entirely new building. The RFP was issued, four proposals were received, and negotiations are underway with the highest-ranked firm. A Professional Services Agreement with the selected architect will be presented to Council for award at an upcoming meeting. The project is being managed by a 4 Leaf project manager.

ADA Upgrades, Year 6: This project would continue the City's annual program of modifying public facilities, as identified in the City's 2018 Americans with Disabilities Act Transition Plan, to provide access to the disabled. For the past few years, the City allocated $15,000 per year for this initiative. To continue to demonstrate good faith efforts to implement these improvements and to reflect higher costs due to inflation, staff is recommending that this year's allocation be increased to $20,000. As has been the case in the past, the project will be managed, and improvements will be installed, by the Facilities Maintenance Division supplemented by vendors as needed. Tentative projects will include installing additional ADA-compliant railings and water fountains.

Resilience Infrastructure Pilot Project Planning and Design: As recommended in the Climate Adaptation Plan, this project involves developing plans for sustainable backup power to provide continued operations of critical facilities. Preliminary review to date suggests focusing the project on the Police, Public Works, Vista Lobos, and Youth Center in the event of an extended power outage. The project is currently on hold pending the outcome of the Police Building Evaluation (discussed above).

Electrical Panel Upgrades for City Hall, Public Works, Sunset Center, and Vista Lobos Facilities: Electrical panel upgrades are necessary for these facilities to carry new electric vehicle charging stations, and to provide additional capacity for electric loads since these panels are near or potentially over capacity. Based on the Police Building Project, it is recommended that the Public Works facility of these four panels be incorporated into the Police Building, and that the Fire Station, which is also near capacity be substituted in its place. Note that the electrical switches in the Public Works Garage have been replaced with weatherproof panels. Also, in February 2023, $35,000 was added to the Public Works Operating Budget for Mid-Year Budget augmentation to support the active electrical work at the Vista Lobos parking lot. A contract was executed with PG&E to install the $200,000 transformer for 5 new charging stations at Vista Lobos at no cost to the City. Staff is currently negotiating a new Professional Services Agreement with an electrical/mechanical engineering consultant to provide design services for both the 4 Electrical Panel Upgrades and the Vista Lobos EV Charging Station projects.

Sunset Center – 7 Bollards: Our Sunset Center Cultural Center partners requested this project. There are currently 11 vehicle bollards along the edge of the center parking lot in the vicinity of the box office. Over time, these bollards get hit by trucks and cars. Sometimes, staff is able to repair the bollards for continued use; however, several bollards are no longer useable. This budget would be used to replace at least three bollards at this time and keep four in stock and used when bollards are damaged in the future. Each bollard costs between $2,000 - $3,000 depending on their specific size and lighting features.

Sunset Center – Carpenter Hall Heater: Sunset Center requested this project. The existing system provides radiant heating from the boiler but is at the end of its useful life. While the outdated

system still provides heat, the heat quickly escapes on colder days as soon as the entry doors are open. HVAC technicians were unable to make significant improvements to properly heat the space. The problem was evident at the Council Strategic Initiative Workshop held at Carpenter Hall in January 2023. This project would include hiring a contractor to replace the heating system.

Sunset Center - North Lot Electrical Panel: This project is a supplement to the carry- over project entitled Electrical Panel Upgrades for City Hall, Public Works, Sunset Center, and Vista Lobos. Staff is finalizing a Professional Services Agreement with an electrical/mechanical engineering consultant to evaluate and design these panel upgrades. Since the Public Works panel will be evaluated in conjunction with the Police Building project, this panel upgrade has been switched with the Fire Station panel. The existing funding of $75,000 appears to be sufficient for the design of all panels and repair certain panels. However, the electrical panel at the Sunset Center North Parking Lot is not only the most expensive to rebuild but also the most urgent because it is already over capacity and has been tagged by the Building Official. Staff has already been coordinating with PG&E to upsize the power conductors to this panel, with Chargepoint for additional EV charging stations to be installed along the west wall at a later date, and with 3CE for possible grants associated with the EV facilities. The Sunset Center panel also services the north parking lot lighting system and power to the CERT container.

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

City Hall Retaining Wall Repair: The redwood retaining wall in the south parking lot of City Hall failed due to the lateral loads from the historic City Hall building over to the under-designed wall. With project management services provided by Ausonio, Inc., structural and geotechnical engineers were retained to design a permanent fix. The fix includes removal of the redwood planter area, constructing a large, concrete wall and footing below the existing building footing, particularly below the office of the Planning and Building Director, and replacing the planter

Facility Renovation Projects: The following four (4) facility renovations have been bundled into one design and construction project for cost-effectiveness and efficiency. These projects are being managed by contract project managers with Ausonio, Inc. In February 2023, Council approved a $78,900 Amendment to the Professional Services Agreement with Ten Over Studio, for architectural and engineering design services for these projects. Preliminary design work is nearly complete, and final design and commencement of construction bidding is likely by the end of Fiscal Year 2022/23; however, remaining funds for these projects will be carried forward for construction in Fiscal Year 2023/24.

- City Hall Roof Replacement
- Harrison Memorial Library Renovations Exterior and Interior Painting
- Sunset Center Cottage Window Repairs
- Sunset Center Hazardous Materials Abatement and Exterior Painting

Urban Forest Master Plan: The Urban Forest Master Plan (UFMP) is one of Council's high priority strategic initiatives. During FY 2021/22, the City was awarded a Cal Fire reimbursement grant of $150,000 for the UFMP. At the August 2022 meeting, Council awarded a $150,000 Professional Services Agreement with Davey Resources Group to prepare the Plan. Contractual issues, which

delayed the start of the project for several months, have all been resolved. This is an 18-month duration project with the tree inventory and technical studies in progress. An Amendment to the Agreement with Davey is currently being negotiated for additional services that are prudent, and will be forthcoming to Council for approval utilizing the forestry operating budget funds.

Water Well and Tank Removal in MTNP: Regulatory decommissioning of the water well, and physical removal of the elevated tank, stone pump house, and abandoned power pole are needed. Under contract to the City, a Wallace Group project manager completed the design of the project and environmental approvals, including the Coastal Development Permit, have been obtained. The Project is anticipated to be advertised for construction bids by the end of the Fiscal Year 2022/23; however, remaining funds will be carried forward into Fiscal Year 2023/24 for construction.

North Dunes Habitat Restoration Interpretive Signage and Split Rail Fencing: Several organizations, including the North Dunes volleyball players, Rotary Club, and Carmel Cares, have expressed interest in donating funds and/or volunteer support to design and install interpretive signage and/or install split rail fencing along the Ocean Avenue and San Antonio frontages of the North Dunes site. These projects are in line with the recreation goals of the North Dunes Restoration Plan.

Scenic Pathway Hardscape Renovations: Carmel Cares requested to continue our Scenic Pathway Renovation Project following the upcoming repairs to the barrier rails, for which a Purchase Order for $50,000 for lumber and materials is expected to be awarded by the City Council on May 2, 2023. The proposed renovations will include Pathway signage, irrigation repairs, pathway trim edging, decomposed granite repairs, and other hardscape improvements. Council requested staff and Carmel Cares to develop a holistic game plan to cover the complete renovation of the Pathway. This game plan will need to be carefully developed over the next year since co-mingling public and private funds on publicly-owned infrastructure triggers state public works contracting regulations. For example, for the Scenic Pathway Barrier Rails, City funds are only being used to provide materials, and Carmel Cares will hire a contractor and pay for the costs for installation, under guidance of the Community Planning & Building and Public Works Departments.

ENVIRONMENTAL:

Coastal Engineering Study Phase I & II and the Beach Sand Survey Project: This Study was identified in the Climate Adaptation Plan as a critical document for sea level rise resilience planning to ensure the City has the tools necessary to make decisions related to the long-term maintenance of coastal resources and infrastructure. At the November 2022 meeting, Council awarded a $175,000 Professional Services Agreement to EMC Planning Group, who teamed up with Integral Corporation and Haro Kashunich & Associates, to complete the four key tasks for Phase I of this Project. The results of Task 1, the Coastal Engineering Condition Evaluation, was presented to the Forest and Beach Commission on March 9th and is planned to be presented to the Climate Committee at an upcoming meeting. Remaining funds should be carried over into FY 23-24 to finish Phase I. For Phase II, an Amendment to the Agreement with EMC will be submitted to Council to incorporate the previously- scoped services and negotiated fee into the overall Study. These two phases will then be considered one combined project. Phase II will include three additional tasks focusing on: hazards policy review and revisions, public outreach and engagement, and adaptation monitoring and pathway development. Phase II may be eligible for a California Coastal Conservancy grant of $100,000, and staff will work with the consultants to develop and submit the grant application.

Shoreline Infrastructure Repairs: As noted in the Coastal Engineering Study above, the first task of Phase 1 was the Shoreline Condition Assessment. The Assessment concluded that of the 11

existing seawalls, 2-4 need repairs, with one (the Fourth Avenue Outfall Wall) as a high priority repair. Similarly, of the 11 beach access stairs, 9 need repairs with 3 considered to be high priority (two of these have been closed due to damage resulting from the winter storms). Finally, of the 6 rock revetments, 4 need repairs, 3 of which are high priority. The total cost for engineering design, environmental permits, and construction for all of these repairs will likely exceed $2 million over the next few years, as outlined in the attached 5-Year CIP spreadsheet; however, this project will initiate the engineering and design of the highest priority repairs, as well as to repair the closed and damaged beach access stairs, with like materials, as a maintenance project which is expected to streamline the regulatory approval process. This starting point will also allow the City to better estimate future costs and phasing to complete all needed shoreline infrastructure repairs.

LIBRARIES:

Library Master Plan – Phases II-IV: This project complements the Library's Strategic Plan objective to develop facility plans for the Harrison Memorial and Park Branch library buildings. In January 2023, Council awarded a $55,000 Professional Services Agreement to Jayson Architecture to prepare the Master Plan.

CIP PLANNING:

CIP Contingency Fund: While used by other municipalities, this fund would be a new tool for Carmel. This proposed "project" would provide contingency funds when needed to award construction contracts that may have outdated cost estimates, such as for carry-over projects, the scope of essential work has increased, and/or when construction bids are competitive, but higher than available funds. For example, at the April 4th meeting, Council appropriated an additional $113,600 from General Fund End Balance to the CIP Fund to be able to award the City Hall Retaining Wall Emergency Repair Project. The proposed fund may be needed in upcoming construction projects in FY 23-24 including: MTNP 3 Drainage Projects, MTNP Well Abandonment and Tank Removal Project, FY 20-21 Paving Project, Sunset Center Cottage Window Repairs, and/or City Hall Roof Replacement. These funds would be appropriated only by Council authorization at the time construction contracts are awarded, and any remaining balance would carry forward to the subsequent year and used when needed.

KEY PROJECTS AND FUNDING NEEDS FOR THE SUBSEQUENT FOUR (4) FISCAL YEARS OF THE 5-YEAR CAPITAL IMPROVEMENT PLAN (CIP)

A preliminary 5-year Capital Improvement Plan has been developed. Although only the first fiscal year (23-24) would be funded as part of the City Budget, the remaining years serve as a planning tool to identify, well in advance, anticipated future projects. The 5-year CIP is a "snap shot" in time of anticipated needs for future infrastructure revitalization funding in the outer years.

As a dynamic planning document, the CIP for Years 2-5 is subject to change as updated information becomes available. Staff suggests that this year, should this 5-Year CIP be accepted by Council, staff could post this document on the City's website.

The following are major projects, by asset category, and ballpark budget estimates (including probable grants), for Years 2-5:

Streets: Paving overlays, micro-surfacing treatments, slurry seals, sidewalk repairs, parking lot resurfacing, retaining walls, and bicycle master plan = **$3.24M City plus $1.79M external funds**.

Drainage: Includes: drainage pipe repairs and upsizing for 20-year storm events, bottleneck reconfigurations, and CDS reconstruction = **$2.93M**.

Facilities: ADA upgrades, electrical panel repairs, painting, critical repairs/code corrections to City Hall, Vista Lobos, Fire Station, and park restrooms, Flanders structural repairs, resilience and energy upgrades, and equipment replacements = **$2.8M.**

Forest, Parks, Beach: Construct MTNP stream stability projects, Scenic Pathway and other Carmel Cares joint projects = **$0.8M City** plus donations to be determined.

Environmental: Shoreline infrastructure repairs, Coastal Engineering Study, Phase 3, and climate action change initiatives = **$2.0M** plus $0.5M grants.

IT: Equipment replacements, security upgrades, Police records management system, and GIS applications expansion =**$0.63M.**

Libraries: Renovations as prioritized in the Master Plan **= $1.1M plus $2.0M donations.** Note: The Library Foundation will be embarking on a fundraising campaign to be able to advance the design and construction of significant improvements to both library buildings based on the Master Planning program.

Fleet: Replace outdated heavy equipment, including dump truck, water truck, asphalt patch truck, speed radar trailer, and other vehicles nearing the end of their useful lives with electric vehicles when possible, and fund balances for Police radios lease and ambulance purchase = **$1.24M** plus $0.1M grants.

The grand total estimate of $31.7 million (the four-year term yr. 2 through yr. 5) clearly exceeds anticipated revenues and fund balance availability for projects in those future years. Since the noted infrastructure above will not repair itself and will simply continue to decline without adequate funding, additional revenue should be evaluated. The Five-Year CIP would significantly draw upon available fund balances assuming the identified level of capital expenditures progress without alternative funding sources. Although important policy reserves would be preserved, the City would deplete its fund balance cushion taking away its ability to be nimble in the face of uncertainty and economic recession or crisis.

DEBT SERVICE – FUND 401

Debt service includes payments for the Next Generation Radio Project, the Sunset Center, and the Pension Obligation bonds. These payments total $878,000 as shown in Table 1, *FY 23-24 Debt Service*, below.

Countywide Radio Project: On April 7, 2009, City Council authorized the City's participation in the Countywide Monterey County Next Generation Radio project (NGEN), including approving a pro-rata share of infrastructure costs and debt financing. The purpose of the project was to enhance communication among public safety agencies. The Certificate of Participation (COP), issued for $381,440, matures on June 30, 2023. Our final payment of $14,744 with will be made FY 23-24.

2020 Refunding Lease Revenue Bonds: On September 10, 2010, City Council approved the issuance and sale of certificates to finance improvements at the Sunset Center (the Sunset Theater Project), including the refinancing of the City's lease payment obligation related to the preliminary financing of the Sunset Center (the 2010 Refunding Lease Revenue Bond). The COP of approximately $7.6 million included a maturity date of November 1, 2031. On September 3, 2020, the Public Improvement Authority and City Council determined that a refunding of the 2010 Bond was in the City's best interest to take advantage of historically low interest rates and to achieve cash flow savings in light of the economic impact of COVID-19 on the City's revenues. The 2020 Refunding Lease Revenue Bond of approximately $3.9 million matures on November 1, 2032. As part of the refinancing, the City made significantly lower interest only payments in FY 22-23; however, payments now include principal and have increased the total payment to $513,300.

Funding Sources

General Fund revenues are the source of funding for debt service payments. The General Fund (Fund 101) will transfer $528,044 to Debt Service (Fund 401) in FY 23-24.

Table 1: FY 23-24 City Total Debt Service

Debt Service: Total				
Account Number	Account Description	FY22-23 Amended Budget	FY22-23 Estimated Actual	FY23-24 Recommended
401-411-00-44001	Principal	696,423	696,753	369,744
401-411-00-44002	Interest	176,880	176,880	155,800
401-411-00-44003	Administrative Fees	5,000	3,000	2,500
Total		$878,303	$876,633	$528,044

Table 2: FY 23-24 Debt Service by Bond

Debt Service: by Bond				
Bond	Principal	Interest	Admin. Fee	Total
NGEN Radio	14,744	-	-	$14,744
Sunset Center	355,000	155,800	2,500	513,300
Total	$369,744	$155,800	$2,500	$528,044

OTHER FUNDS

FUNDS OVERVIEW

The City uses a fund accounting structure, which is an accounting structure to record and track resources that are limited in use by law or governing agency. The major governmental funds are the General Fund, Measure D and Capital Projects. The first set of funds listed below are discretionary, meaning there are no legal or policy-related restrictions on their use and can be used at the discretion of Council for services and projects.

General Fund (Fund 101)

Most of the City's revenues and the expenditure budgets for City services and daily governmental operations are housed within the General Fund (Fund 101) and this is where the majority of the City's financial activity occurs. The major revenue sources associated with the General Fund include property tax, the City's share of the statewide sales and use tax, charges for services, franchise fees, business tax, and intergovernmental revenue. These revenues are considered to be general in nature. Throughout this budget document, the General Fund is also referred to as the Operating Budget and City policy recommends a 15% Reserve.

Hostelry Fund (102)

This fund is used to account for the transient occupancy tax and is intended to fund the portion of the municipal budget covering community and cultural and recreation activities including, but not limited to Sunset Center and the Forest Theater, parks, public facilities and municipal structures, and parking lots; acquisition and improvement of parks, recreation land and other municipal purposes as determined from time to time by the City Council; provided, that all such uses shall be in accordance with the General Plan of the City and General Fund for usual and current expenses. City financial policy recommends a reserve of 10% of revenues.

Measure C Sales Tax (Fund 206)

Carmel voters approved a temporary (10 year) 1% increase in the transactions and use tax in 2012 known as Measure D. On March 3, 2020, voters approved Measure C, which increases the tax to 1.5% for 20 years. Measure C may be used for debt service, capital projects and general City services.

The next set of funds are restricted as there are requirements prescribed by the local, state or federal governmental agencies regarding how these funds may be used.

Gas Tax (Fund 201)

This fund is used to account for revenues collected in accordance with California Streets and Highway Code.

FUNDS OVERVIEW

Transportation Safety (Fund 202)
Measure X, a 30-year 3/8 of one-percent transactions and use tax, was passed by the voters in November 2016 to fund transportation safety and mobility projects in Monterey County. This fund accounts for the expenditures for eligible transportation safety projects.

COPS Grant
This fund accounts for the expenditures for the Department of Justice Community Oriented Policing Services (COPS) grant for public safety. This fund transfers into the General Fund for the Police Department budget.

Parking in Lieu (Fund 204)
This fund is used to account for activities associated with parking in-lieu fees as prescribed by Carmel Municipal Code Section 17.38.040.

Asset Seizure (Fund 205)
This fund accounts for expenditures related to asset seizures.

The next two funds pertain to certain types of expenditures.

- **Capital Projects (Fund 301):** This fund accounts for resources utilized, committed, assigned or restricted for capital projects.

- **Debt Service (Fund 401):** This fund accounts for activities related to the repayment of the Certificate of Participation, Pension Obligation Bond and capital lease obligations.

The next set of funds are considered to be internal service funds.

- **Workers Compensation (Fund 501):** This fund accounts for workers' compensation insurance provided to departments on a cost reimbursement basis.

- **Other Post-Employment Benefits (OPEB) Liability Reserve Fund:** This fund accounts for other post-employment benefits.

- **Vehicle and Equipment Replacement Fund:** This fund is to set aside financial resources for future purchases of replacement equipment essential to the operations of the City.

There is one agency fund.
Refundable Deposits: This fund accounts for monies received that are unearned and required to be returned by the City.

PROJECTED FUND BALANCE

The accompanying tables depicts the Projected Fund Balance for FY 22-23 and FY 23-24.

General Fund

The General Fund is estimated to start FY 23-24 with a fund balance of $13.1 million and end with $6.1 million on June 30, 2024 due to the General Fund unassigned balance being utilized and the use of estimated new revenue and transfers in from other funds, such as the Hostelry Fund. Fund balance is the accumulation of prior years' savings and may also be considered a "rainy day fund". Carmel Municipal Code Section 3.06.040 states that the City shall maintain a General Fund balance equivalent to at least 15% of the General Fund budget in each fiscal year and this is referred to as the reserve. A reserve may be considered as a minimum amount of savings that the City has available for emergency or other purposes.

Hostelry Fund

FY 23-24 assumes $6.8 million in new revenue. New revenue and fund balance for a total of $10.2 million will be transferred to the General Fund to support citywide operations and CIP projects.

Gas Tax (Fund 201)

Revenue of $179,934 is anticipated in FY 23-24 to be transferred to Capital Projects for street paving.

Transportation Safety (Fund 202)

Revenue of $231,779 is anticipated in FY 23-24 to be transferred to Capital Projects for street paving.

COPS Grant

Revenue of $158,000 is anticipated in FY 23-24 and will be transferred to the General Fund for Police Department salaries for eligible positions.

Parking in Lieu (Fund 204)

There is no activity budgeted in this fund for FY 23-24.

Asset Seizure (Fund 205)

There is no activity budgeted in this fund for FY23-24.

Measure C Sales Tax (Fund 206)

Measure C has a projected fund balance of $1.9 million as of June 30, 2023. The FY 23-24 projected revenue of $5.9 million will be transferred to the Capital Improvement Projects ($5.07 million) and Vehicle & Equipment Replacement ($830,000) There is no reserve requirement for Measure C.

Capital Projects (Fund 301)

This fund is projected to end FY 23-24 at $5,015,998 representing 20% of the 5-Year CIP forecast City Funds total.

Debt Service (Fund 401)

The FY 23-24 debt service activity is $528,044. Additional details on the bonds is found within the debt service section of this document.

PROJECTED FUND BALANCE

Workers Compensation (Fund 501)

The anticipated costs of claims payments, third party administrator services, and preventative costs are reflected in this fund. Previously, these expenses were accounted for in the General Fund. Based upon the auditor recommendation, they will be accounted for in this fund.

Other Post-Employment Benefits (OPEB) Liability Reserve Fund

This fund was created by Council resolution to set aside funding to address OPEB liabilities. There is no reserve requirement. There is $1.8 million in the fund and no planned activity for FY 23-24.

Vehicle and Equipment Replacement Fund

The planned activity in this fund for FY 23-24 in the amount of $1,155,000 will be covered by new revenue and transfers in from Measure C Sales Tax Fund.

-----accompanying tables on next page---

Projected Fund Balances

Projected Fund Balance June 30, 2023

Fund	Description	Audited Fund Balance June 2022	Revenue and Transfers In	Expenditures and Transfers Out	Estimated Fund Balance June 2023	Change in Fund Balance
101	General Fund	4,594,883	27,464,792	26,088,034	5,971,641	1,376,758
101	General Fund Reserve	6,994,965			6,994,965	-
101	**General Fund Total**	**11,589,848**	**27,464,792**	**26,088,034**	**12,966,606**	**1,376,758**
102	Hostelry	5,422,584	8,038,940	6,667,000	6,794,524	1,371,940
102	Hostelry Reserve	656,856			656,856	-
102	**Hostelry Total**	**6,079,440**	**8,038,940**	**6,667,000**	**7,451,380**	**1,371,940**
201	Gas Tax	71,679	129,053	200,733	(0)	(71,680)
202	Transportation Safety	593,759	179,319	202,100	570,978	(22,781)
203	COPS	3,350	175,917	158,000	21,267	17,917
204	Parking in Lieu	734,015	-	-	734,015	-
205	Asset Seizure	5,432	-	-	5,432	-
206	Local Measure Sales Tax	3,399,710	5,865,000	7,356,906	1,907,804	(1,491,906)
301	Capital Projects	1,596,719	3,988,730	577,918	5,007,531	3,410,812
401	Debt Service	416,577	485,170	876,633	25,115	(391,463)
501	Worker's Comp	64,235	181,007	46,469	198,773	134,538
502	OPEB Reserve	1,845,329	-	-	1,845,329	-
503	Veh & Eq Replacement	366,579	1,167,238	1,287,459	246,357	(120,221)
		26,766,671	**47,675,167**	**43,461,252**	**30,980,585**	**4,213,914**

PROPOSED FUND BALANCE AS OF JUNE 30, 2023

Attachment 2

PROPOSED FUND BALANCE AS OF JUNE 30, 2024

Projected Fund Balances

Proposed Fund Balance June 30, 2024

Fund	Description	Estimated Fund Balance June 2023	Revenue & Transfers In	Expenditures & Transfers Out	Proposed Fund Balance June 2024	Change in Fund Balance
101	General Fund	5,971,641	29,716,328	33,048,403	2,639,566	(3,332,075)
101	General Fund Reserve	6,994,965	-	2,595,078	4,399,887	(2,595,078)
101	**General Fund Total**	**12,966,606**	**29,716,328**	**35,643,481**	**7,039,453**	**(5,927,153)**
102	Hostelry	6,794,524	6,801,007	10,023,245	3,572,286	(3,222,238)
102	Hostelry Reserve	656,856	23,245	-	680,101	23,245
102	**Hostelry Total**	**7,451,380**	**6,824,252**	**10,023,245**	**4,252,387**	**(3,198,993)**
201	Gas Tax	(0)	179,934	179,934	(0)	-
202	Transportation Safety	570,978	231,779	802,757	(0)	(570,978)
203	COPS	21,267	158,000	158,000	21,267	-
204	Parking in Lieu	734,015	-	-	734,015	-
205	Asset Seizure	5,432	-	-	5,432	-
206	Local Measure Sales Tax	1,907,804	5,926,532	6,145,082	1,689,254	(218,550)
301	Capital Projects	5,007,531	9,769,567	9,761,100	5,015,998	8,467
401	Debt Service	25,115	528,044	528,044	25,115	-
501	Worker's Comp	198,773	-	76,600	122,173	(76,600)
502	OPEB Reserve	1,845,329	-	-	1,845,329	-
503	Veh & Eq Replacement	246,357	1,212,982	1,155,000	304,339	57,982
		30,980,585	**54,547,418**	**64,473,243**	**21,054,760**	**(9,925,825)**

FINANCIAL POLICIES

FINANCIAL AND BUDGET POLICIES

BUDGET POLICIES AND PROCEDURES

The budget process for the City of Carmel-by-the-Sea involves the citizens, City Council, and staff. Each person plays a critical role in the development of the budget for the upcoming year. The annual budget and operating plan balances the public service demands of the community with the fiscal resources of the City. It is intended to achieve the goals and objectives established by the City Council.

The goal of the City Administrator is to present a balanced budget to the City Council for review and adoption. A balanced budget is a budget in which sources meet or exceed uses. Available funding sources shall be at least equal to recommended appropriations. As a general rule, the year-end undesignated General Fund balance should not be used to fund ongoing operations.

As set in the Carmel Municipal Code prior to the beginning of each fiscal year, the City Council shall adopt a budget for expenditures and anticipated revenues. On or before February 15th of each year, the City Administrator will present to the City Council a proposed budget schedule. The City Administrator prepares and submits to the City Council a proposed operating and capital budget for the forthcoming fiscal year. The City Council shall adopt the budget by July 1st.

The City Administrator shall have the right to approve the transfer of appropriations within a departmental budget; however, no additional positions shall be created without the authorization of the City Council. All transfers of appropriations between departments or in regards to capital items or projects shall be approved by the City Council. The City Administrator shall be charged with the responsibility of controlling the expenditures for all departments in accordance with the approved budget. A report on current year revenues, expenditures and fund balances shall be maintained.

The accounts of the City are organized on the basis of funds. A fund is an independent fiscal and accounting entity with a self-balanced set of accounts. The minimum number of funds is maintained consistent with legal and managerial requirements. Annually appropriated budgets are legally adopted on a budgetary basis for the governmental fund types (General Fund, Special Revenue Fund, Debt Service Fund, and Capital Projects Fund) and are controlled on a fund and departmental level. These funds are used to account for most of the City's general government activities. Governmental fund types use the flow of current financial resources measurement focus and the modified-accrual basis of accounting and budgeting. Expenditures are recognized as encumbrances when a commitment is made. Unencumbered appropriations lapse at year-end.

FINANCIAL POLICIES

The City of Carmel-by-the-Sea has strong financial policies that provide City Council direction to allow staff to provide sound fiscal planning and continued management of fiscal integrity. The financial policies are divided into five categories: Capital Budget Policies, Operating Management, Fund Balance Policy, Debt Policies, and Investment Policies. The City has financial policies that are adopted by the City Council with review every two years during the budget development process. The financial policies help ensure that the City maintains a healthy financial foundation into the future.

The goal of these policies is to promote:

- An extended financial planning horizon to increase awareness of future potential challenges and opportunities
- Setting aside reserves for contingencies, replacement of capital equipment, and other similar needs
- Maintaining the effective buying power of fees and charges and increasing cost recovery where directed to do so
- Accountability for meeting standards for financial management and efficiency in providing services
- Planning for the capital needs of the City
- Maintaining manageable levels of debt while furthering quality bond ratings
- Communication to residents and customers on how the community goals are being addressed

CAPITAL BUDGET POLICIES

The City develops an annual five-year plan for capital improvements; it includes project design, development, implementation, and operating and maintenance costs. Each project in the Capital Improvement Plan (CIP) shows the estimated capital and on-going maintenance costs, known and potential funding sources and a design/development schedule. As used in the CIP, projects include land acquisition, buildings and facilities construction; these projects do not have a cost threshold. A capital outlay (fixed asset) purchase is any single item or piece of equipment that costs more than $10,000 and has an expected useful life exceeding one year. The development of the Capital Improvement Plan is coordinated with the development of the operating budget. The CIP is a planning document; the City Council appropriates funding for capital projects in the annual operating budget. Costs for professional services needed to implement the CIP are to be included in the appropriate year's operating budget.

Annual operating budgets should provide adequate funds for maintenance of the City's buildings and maintenance and replacement of the City's capital equipment. The City will make all capital improvements in accordance with an adopted and funded capital improvement program. Prior to ratification of the capital budget for the forthcoming year by the City Council,

the Planning Commission shall review the capital improvement plan and shall advise the City Council as to its recommendations regarding the proposed capital projects in accordance with the Government Code.

Capital (Policy No. C94-01)
Capital expenditures shall be effectively planned and controlled.
Guidelines:

1. The level of capital improvement expenditures, excluding road maintenance program expenditures and lease payments, is established at three and one-half percent (3.5%) of total revenues.
2. Funding for the road maintenance program should improve the pavement condition index.
3. The City shall maintain a Five-Year Capital Improvement Program (CIP), which shall be updated at least annually as part of the budget review process.
4. The City shall annually establish a phasing calendar for capital improvement expenditures.
5. At least ten percent (10%) of the unrestricted funds designated for capital project expenditures shall be set aside for unanticipated expenditures.
6. The City shall conduct periodic reviews of property and facilities to determine the appropriate use and disposition of said property and facilities.
7. The City shall consider the ongoing impact of operations and maintenance expenses before undertaking any capital improvement expenditure.
8. The City shall maintain a capital reserve policy as described in the Reserve Policy.
9. Public participation in the Capital Improvement Program is a priority concern for the City.
10. All projects included in the Capital Improvement Plan shall be consistent with the City's General Plan.
11. Capital projects that are not encumbered or completed during the fiscal year are required to be rebudgeted to the next fiscal year and subsequently approved by the City Council. All rebudgeted capital projects should be so noted in the proposed budget.

OPERATING MANAGEMENT (Policy No. C94-01)

Operating revenues shall exceed operating expenditures.
Guidelines:

1. The annual operating budget shall contain a current surplus (or "revenue buffer") of at least five percent (5%) of projected expenditures.
2. A balanced budget is a budget in which total funding sources meet or exceed uses.
3. An appropriated City Discretionary Account of at least one-half of one percent (0.5%) of total projected General Fund expenditures shall be maintained.
4. Ongoing expenses shall not be funded with one-time revenues.
5. The City shall establish internal service funds for the repair, operation, and replacement of rolling stock and data processing equipment.
6. The level of capital outlay expenditures is established at three percent (3%) of total revenues.
7. The City shall annually establish a phasing calendar for capital outlay expenditures.

8. The City shall develop a five-year forecast of operating revenue and expenditures.
9. The City shall establish salary adjustments in conjunction with the budget process.
10. The City shall review the relationship between fees/charges and the cost of providing services at least every three years.
11. The City's fees and charges for services shall be adjusted annually, based upon the San Francisco-Oakland Consumer Price Index.
12. The City will seek to comply with suggested criteria of the Government Finance Officer's Association in producing a budget document that meets the Distinguished Budget Presentation criteria.

FUND BALANCE POLICY

The Fund Balance Policy is designed to develop standards for setting reserve levels for various, significant City funds. Adequate fund balance and reserve levels are a necessary component of the City's overall financial management strategy and a key factor in external agencies' measurement of the City's financial strength. The City shall maintain reserves at a prudent level, and shall use reserves appropriately with a focus on contributing to the reserves in good times and drawing on the reserves in times of difficult budget periods to maintain a consistent level of service and quality operations. Use of reserves are to supplement the annual budget.

Guidelines:

1. General Fund and Hostelry Fund reserves shall be maintained at no less than ten percent (10%) of their annual projected revenues.
2. The City shall maintain prudent reserves for identified liabilities
    a. A Vehicle Replacement reserve will be maintained sufficient to replace vehicles and heavy equipment at the end of their useful lives, with the target being 10% of the total City fleet replacement value.
    b. Technology equipment replacement reserves will be maintained sufficient to repair covered equipment and for replacement at the end of its useful life.
3. The City will maintain a long-term budget stability reserve consisting of any unassigned General Fund balance. When available, the year-end General Fund operating surplus will be dedicated to the long-term budget stability reserve.
4. A general capital reserve fund will be maintained with a targeted balance of 20% of the estimated total five-year capital improvement plan project expenditure. Net proceeds from the sale of City owned property will be dedicated to the general capital reserve. Funds in the general capital reserve will be allocated through the budget process for capital projects.
5. Reserves shall be used only for established purposes.
6. Depleted reserves shall be restored as soon as possible.
7. A minimum level for each of the reserve funds shall be established (see chart below).
8. The City shall maintain reserves required by law, ordinance and/or bond covenants.

DEBT POLICIES

The City considers the use of debt financing for one-time capital improvements that benefit the residents of Carmel-by-the-Sea when the term of the financing is no longer than the project life, and when specific resources are found to be sufficient to provide for the debt. Use of long-

term debt is limited to capital projects or special projects or obligations that cannot be financed from current revenues. The City has traditionally kept annual debt service payments to less than 5% of the budget.

Use of Long-Term Debt Policy

The City recognizes that it may need to enter into long-term financial obligations to meet the demands of providing a high quality level of government services to our community. The following long-term debt policy sets the considerations for issuing debt and provides guidance in the timing and structuring of long-term debt commitments by the City.

General Practices:

1. The City will strive to maintain good relations with credit rating agencies, investors of the City's long-term financial obligations and those in the financial community that participate in the City's financings and demonstrate City officials are following a prescribed financial plan. The City also will strive to maintain and, if possible, improve its current AA+ bond rating in order to minimize borrowing costs and preserve access to credit. The City will follow a policy of full disclosure by communicating with bond rating agencies to inform them of the City's financial condition.
2. Bond issue proposals are to be accompanied by an analysis defining how the new issue, combined with current debt, impacts the City's debt capacity and conformance with City debt policies. Such analysis shall include identification of the funding source, an assessment of the ability to repay the obligation, the impact on the current budget, commitments to future budgets, maintenance and operational impact of the facility or asset and the impact on the City's credit rating, if any.
3. City Council must review such analysis, including existing debt level, ability to pay debt service, impact on City services, and make a finding that use of debt is appropriate.
4. Debt service costs (COP, Lease Purchase Agreements and other contractual debt that are backed by General Fund Operating Revenues) are not to exceed 25% of the City's General Fund operating revenues.
5. The City recognizes that it is of the utmost importance that elected and appointed City officials, and all others associated with the issuance of City debt, not only avoid the reality of a conflict of interest, but the appearance thereof as well. City officials must conduct themselves in a fashion consistent with the best interests of the City and taxpayers.
6. Bonds will be sold on a competitive basis unless it is in the best interest of the City to conduct a negotiated sale. Competitive sales will be the preferred method. Negotiated sales may occur when selling bonds for a defeasance of existing debt, for current or advanced refunding of debt, or for other appropriate reasons.

The City will consider the issuance of long-term obligations under the following conditions:

1. The City will use debt financing for one-time capital improvement projects and specific nonrecurring equipment purchases or refunding of existing liabilities, and only under the following circumstances:
    a. When the project is included in the City's adopted five-year capital improvement program (CIP) and is in conformance with the City's adopted General Plan.

   b. When the project is not included in the City's adopted five-year capital improvement program (CIP), but the project is an emerging critical need whose timing was not anticipated in the five-year capital improvement program, or it is a project mandated by State or Federal requirements.
   c. When the project's useful life, or the projected service life of the equipment, will be equal to or exceed the term of the financing.
   d. When there are designated General Fund revenues sufficient to service the debt, whether from project revenues, other specified and/or reserved resources, or infrastructure cost-sharing revenues.
   e. Debt financing (other than tax and revenue anticipation notes) is not considered appropriate for any recurring purpose such as current operating and maintenance expenditures.
2. The City will follow all State and Federal regulations and requirements related to bonds and debt financing instruments regarding bond provisions, issuance, taxation and disclosure.
3. Costs incurred by the City, such as bond counsel and financial advisor fees, printing, underwriter's discount, and project design and construction costs, will be charged to the bond issue to the extent allowable by law.
4. The City will monitor compliance with bond covenants and adhere to federal arbitrage and disclosure regulations.
5. The City shall continually review outstanding obligations for opportunities to achieve debt service savings through refunding and shall pursue refinancing when economically feasible and advantageous.

Debt Limit

The City will keep outstanding debt within the limits prescribed by State of California statutes and at levels consistent with credit objectives. California Government Code provides that "a city may incur indebtedness for any municipal improvement requiring an expenditure greater than the amount allowed for it by the annual tax levy" (43602). A "city shall not incur an indebtedness for public improvements which exceeds in the aggregate 15 percent of the assessed value of all real and personal property of the city. Within the meaning of this section "indebtedness" means bonded indebtedness of the city payable from the proceeds of taxes levied upon taxable property in the city" (43605). The limit is relative to the principal amount of bonds sold and delivered (43606). The City of Carmel-by-the-Sea, Policy No C94-01 establishes "the City's debt shall not exceed predetermined levels." The guideline in that policy is that "the City's debt service level shall not exceed eight and one-fourth percent (8.25%) of total expenditures.

INVESTMENT POLICIES

This is a time to be particularly cautious. Municipal moneys not required for immediate expenditure will be invested. The City will maintain adequate cash availability and yield on invested idle funds while insuring that invested moneys are protected. The Carmel Municipal Code requires the City Administrator to prepare investment policies and guidelines for adoption by the City Council. The adopted investment policy follows.

INVESTMENT POLICY AND GUIDELINES

Policy

In accordance with the Municipal Code of the City of Carmel-by-the-Sea and under authority granted by the City Council, the City Treasurer is responsible for investing the unexpended cash in the City Treasury.

The investment of the City of Carmel-by-the-Sea funds is directed to the goals of safety, liquidity and yield, in that order. The authority governing investments for municipal government is set forth in the California Government Code, Sections 53601 through 53659.

The primary objective of the investment policy of the City of Carmel-by-the-Sea is SAFETY OF PRINCIPAL. Investments shall be placed in those securities as outlined by type and maturity sector in this document. Effective cash flow management and resulting cash investment practices are recognized as essential to good fiscal management and control. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. Portfolio management requires continual analysis, and as a result the balance between the various investments and maturities may change in order to give the City of Carmel-by-the-Sea the optimum combination of necessary liquidity and optimal yield based on cash flow projections.

Scope

The investment policy applies to all financial assets of the City of Carmel-by-the-Sea as accounted for in the Annual Financial Report. Policy statements outlined in this document focus on the City of Carmel-by-the-Sea's pooled funds, but will also apply to all funds under the City Treasurer's control unless specifically exempted by statute or ordinance.

Prudence

The standard to be used by investment officials shall be that of a "prudent person" and shall be applied in the context of managing all aspects of the overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, direction and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

It is the City's full intent, at the time of purchase, to hold all investments until maturity to insure the return of all invested principal dollars.

Safety

Safety of principal is the foremost objective of the City. Each investment transaction shall seek to ensure that capital losses are avoided, whether from securities default, broker-dealer default, or from erosion of the market value.

Liquidity

Historical cash flow trends are compared to current cash flow requirements on an ongoing basis in an effort to ensure that the City's investment portfolio will remain sufficiently liquid to enable the City to meet all reasonably anticipated operating requirements.

Yield

The investment portfolio should be designed to attain a market average rate of return through budgetary and economic cycles, consistent with the risk limitations, prudent investment principles and cash flow characteristics identified within the financial statements.

Performance Evaluation

Investment performance is continually monitored and evaluated by the City Treasurer. Investment performance statistics and activity reports are generated on a monthly basis for presentation to the City Administrator and City Council.

Delegation of Authority

For short-term investments, the Administrative Services Director has authority to make transfers to and from the City's Local Agency Investment Funds (LAIF) account in order to maximize interest earned and meet cash flow requirements. The transfers are made to and from the City's general checking account to the LAIF account, with a minimum balance maintained in the general checking account to meet daily cash requirements.

The City Treasurer is responsible for investment of all unexpended City funds as per California Government Code section 41000 et seq. The City Treasurer makes long-term investments after review and approval by the Administrative Services Director and the City Administrator.

Ethics and Conflict of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with the proper execution of the investment program, or impairs their ability to make impartial investment decisions. Additionally, the City Treasurer and the members of the investment committee are required to annually file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC).

Safekeeping of Securities

To protect against fraud, embezzlement, or losses caused by a collapse of an individual securities dealer, all securities owned by the City shall be held in safekeeping by a third party bank trust department, acting as an agent of the City under the terms of a custody agreement or PSA agreement (repurchase agreement collateral). The third party bank trust department must have safe keeping as a professional business line with expertise in this particular service area. All trades executed by a dealer will settle Delivery vs. Payment (DVP) through the City's safekeeping agent. Securities held in custody for the City shall be independently audited on an annual basis to verify investment holdings. All exceptions to this safekeeping policy must be approved by the City Treasurer in written form and included in quarterly reporting to the City Council.

Internal Control

Separation of functions between the City Treasurer's Office and the Administrative Services Department would be an ideal situation. Time and necessity, however, dictate a different approach. Due to the lack of personnel dedicated to the investment function alone, a proper balance must be maintained between Treasury activities and Administrative Services Department functions. The City Treasurer will make the appropriate arrangements to buy and sell securities that are deemed permissible by the Laws of the State of California as time permits. The Administrative Services Director and/or City Administrator will have the power as granted under the section titled Delegation of Authority in the absence of the City Treasurer. The City Administrator will have the authority to enter into agreements on securities so long as written policies set by the City Treasurer and State Legislature are followed.

The investment portfolio and all related transactions are reviewed and balanced to appropriate general ledger accounts by the Administrative Services Director on a monthly basis. An independent analysis by an external auditor shall be conducted annually to review internal control, account activity, and compliance with government policies and procedures.

Reporting

The City Treasurer shall review and render monthly reports to the City Administrator and the City Council, which shall include the face amount of the cash investment, the classification of the investment, the name of the institution or entity, the rate of interest, the maturity date, and the current value and accrued interest to date due for all securities.

Qualified Broker/Dealers

The City shall transact business only with banks and broker/dealers that are properly licensed and in good standing. The Administrative Services Director and the City Treasurer shall investigate dealers who wish to do business with the City to determine if they are adequately capitalized and if they market securities appropriate to the City’s needs.

The City Treasurer shall annually send a copy of the current investment policy to all broker/dealers approved to do business with the City. Confirmation of receipt of the City's policy by the broker/dealer shall be considered evidence that the broker/dealer understands the City's investment policies and intends to sell the City only appropriate investments authorized by this investment policy.

Collateral Requirements

Collateral is required for investments in certificates of deposit. In order to reduce market risk, the collateral level will be at least 110% of market value of principal and accrued interest.

In order to conform with the provisions of the Federal Bankruptcy Code that provide for liquidation of securities held as collateral, the only securities acceptable as collateral shall be certificates of deposit, commercial paper, eligible banker's acceptances, medium term notes or securities that are the direct obligations of, or are fully guaranteed as to principal and interest by, the United States or any agency of the United States.

Authorized Investments

Investment of City funds is governed by the California Government Code Sections 53600 et seq. Within the context of the limitations, the following investments are authorized as further limited herein:

1) United States Treasury Bills, Bonds, and Notes or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no percentage limitation of the portfolio that can be invested in this category, although a five-year maturity limitation is applicable but current market conditions and interest rate projections may call for shorter terms.

2) Local Agency Investment Fund (LAIF), which is a State of California managed investment pool, may be used up to the maximum permitted by the California State Law. LAIF is a demand account so no maturity limitation is required.

Investments detailed in items 3) are further restricted to percentage of the cost value of the portfolio in any one-issuer name to a maximum percentage of 15%. The total value invested in any one issuer shall not exceed 5% of the issuer's net worth. Again, a five-year maximum maturity is applicable unless further restricted by current policy. Market conditions should be evaluated as an important consideration and may indicate a shorter maturity.

3) Negotiable certificates of deposit issued by nationally or state chartered bank or state or federal savings institutions. Negotiable certificates of deposit shall be rated in a category of "A" or its equivalent or better by two Nationally Recognized Statistical Rating Organizations. Purchases of negotiable certificates of deposit may not exceed 30% of the total portfolio. A maturity limitation of up to five years is applicable after considered evaluation of the financial markets.

Ineligible investments are those that are not described herein, including, but not limited to, common stocks and long term (over five years maturity) notes, bonds, and time deposits, unless specifically allowed both by state law and City Council approval. It is noted that special circumstances may arise where these methods of investment may become necessary. When this becomes necessary, the City Council will be asked to take the appropriate action to ratify the means of investment necessary, provided that it is allowable by California Code.

Legislative Changes

Any State of California legislative actions that further restrict allowable maturities, investment type, or percentage allocations will supersede any of the material presented herein. In this case, the applicable law will become part and parcel of this investment policy.

Interest Earnings

All moneys earned and collected from investments authorized in this policy shall be allocated monthly to the General Fund and various special funds of the City that legally require interest proration or when City Council action dictates such proration. This distribution will be based on the cash balance in the fund as a percentage of the entire pooled portfolio.

Policy Review

The City of Carmel-by-the-Sea's investment policy shall be approved by resolution of the City Council. This investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and yield, and its relevance to current law and financial and economic trends. Any amendments to the policy, other than State and Federal laws that automatically supersede the relevant sections shall be forwarded to the City Council for approval by resolution.

CITY OF CARMEL-BY-THE-SEA
FISCAL YEAR 23-24 RECOMMENDED BUDGET
QUESTIONS SUBMITTED AS OF MAY 19, 2023

1. **Question/Comment:** Why does the Estimated Actual FY 22-23 Sales Tax go up while Measure C goes down compared to FY 21-22 Actual? It seems Sales Tax and Measure C should move the same direction. Is this estimate correct?

Response: Administration met with HdL on May 10, 2023 to review sales tax data through 4Q22 and have updated the estimated FY 22-23 with figures provided by HdL. Measure C FY22-23 is now estimated at $5,865,000. As Sales Tax captures point-of-sale transactions and Measure C tracks point-of-use transactions, it is not uncommon for these two taxes to trend differently.

2. **Question/Comment:** How does our City's Transient Occupancy Tax (TOT) compare to other peninsula cities?

Response:

County	City	TOT Tax Rate %
Monterey	Carmel-by-the-Sea	10%
Monterey	Del Rey Oaks	10%
Monterey	Gonzales	8%
Monterey	Greenfield	8%
Monterey	King City	10%
Monterey	Marina	14%
Monterey	Monterey	12%
Monterey	Pacific Grove	12%
Monterey	Salinas	10%
Monterey	Seaside	12%
Monterey	Soledad	12%
Monterey	Monterey County	10.5%

3. **Question/Comment:** Is there a better way to handle the payments to the Monterey County Convention and Visitors Bureau (MCCVB)? Why not estimate, then true up? How would a 'true up' with the MCCVB work?

Response:
The City remits four equal payments to Monterey County Convention & Visitors Bureau (MCCVB) quarterly based upon 3% of the fiscal year adopted budget for Transient Occupancy Tax (TOT) revenue. There are no true-up payments currently to reflect 3% of actual TOT receipts collected over the fiscal year

Presently, there is a discrepancy between what MCCVB estimates ($8.1M) for the City's TOT revenues and what the City estimates ($6.8M) for FY 23-24. The City's TOT FY 23-24 estimates are calculated as a 2% increase over

prior fiscal year's adopted budget. This variance results in a difference of approximately $40K for the City's annual Jurisdiction Investment Partnership amount. In order to address situations like this, MCCVB is requesting an "invest-as-we-go" payment model for Council consideration that would result in the City's investment being based upon actual TOT revenues collected.

Based upon the current procedures and processes for the City's TOT collections and remittance, the MCCVB Jurisdiction Investment Partnership could be calculated every two months to match the timing of Monterey County Tourism Improvement District remittance, which is based on actual TOT collections. No end-of-the-year true up is needed with this approach and is based on actual TOT collections. Year-end or quarterly true-up calculations would require additional staff time while a bimonthly pay-as-you-go option could easily be incorporated into the TID processes already in place. Regardless, the City does need to add a placeholder amount as part of the budget and will continue with the amount in the recommended budget. Based on Councilmember Baron's direction, City Administrator Rerig will work with Rob O'Keefe of MCCVB to pay this upcoming fiscal year on actuals and should the actual amounts come over the budget amount, the City will submit a midyear adjustment accordingly.

4. **Question/Comment:** How would we propose cutting the budget by 10 percent if asked by Council?

Response: If a majority of City Council provides direction to cut $4 million (10%) from the budget, the City Administrator will assess and come back with recommendations that may come from one or more sources such as salaries/benefits, operating expenses, and/or capital improvement projects (CIP).

5. **Question/Comment:** Please clarify the use of the parking in lieu fees?

Response: City Municipal Code § 17.38.040 states: "Funds collected by the City from such payments shall be deposited in a specific fund and used by the City to acquire and/or develop off-street parking." The CMC does not authorize the funds to be used for any other purpose (e.g., inter-city loan or other City program). Administration has requested from the City Attorney a memo specifically to clarify use of funds and whether funds can be utilized for parking improvements on currently owned off-street parking lots and spaces.

6. **Question/Comment:** Can you add the position control list back into the budget? How about adding the salary schedules for positions into the budget book?

Response: The FY 23-24 Recommended Budget Book has been updated since the May 2, 2023 City Council meeting with the City's Recommended Fund Positions table for FY 23-24.

7. **Questions/Comment:** Will the sand ramp at Eighth Avenue be repaired for use during an emergency?

Response:
Staff was anticipating that the ocean tides would bring back enough beach sand such that we could push up the sand and restore the ramp before the summer season. While some sand has returned to the beach, a considerable amount of additional sand is still needed back onto the beach to be able to restore the ramp.

Police, Fire, and Public Works are well aware of this situation, and the lack of the beach ramp could potentially hinder emergency access.

However, it would be extremely challenging and costly to reconstruct the sand beach access ramp using imported sand for the following reasons. First, there is no known supply of pristine white sand that would match the natural Carmel Beach sand. Even if a source of sand was found, numerous truckloads would be required to cross the Village and deposit the sand. Not only would such a project be very costly, these operations would trigger an environmental analysis, environmental documentation, and a CEQA determination. A Coastal Development Permit would also be required. Furthermore, the ocean tides could return the sand for us during our summer beach profile.

8. **Question/Comment:** Can we add a photograph of the entire City Council in the budget book?

Response: The City paid for a recruitment video that included video footage and photos which were incorporated into the FY 23-24 budget. However, a photo of the full City Council can be integrated into the budget book once a photo of the full City Council has been taken. As of today (5/30), staff has been unable to get a picture of the full City Council together.

9. **Question/Comment:** Regarding the Community Fire Risk assessment - will the document clearly elucidate whether we are at risk of wildfire in the Village?

Response: The City believes the Community Fire Risk Assessment will touch on the risk of wildfire in the Village. Administration has taken this question to Chief Panholzer and will update as more information becomes available. The City recommends that you participate in the community workshops and take the community survey that can be found at this link:
https://storymaps.arcgis.com/stories/1676ab5b4a2d4993883393f1cb5f3d87

10. **Question/Comment:** Now that we have prohibited wood burning fires at Carmel Beach will we change the signs?

Response: Yes. We are in the process of ordering and installing the new signs.

11. **Question/Comment:** Since there have not been any transactions on the Parking in Lieu fund balance for the last two years, can we invest the $734k (or a portion) in an interest-bearing account?

Response: The Parking in Lieu fund balance is part of the overall City's investment financial portfolio. City's investment gain/losses are totaled and allocated among all funds holding a cash balance at the end of the fiscal year. As of June 30, 2022, the City's cash and investment portfolio was divided among checking accounts (73%), savings accounts (16%) and brokerage accounts (11%).

CITY OF CARMEL-BY-THE-SEA
FISCAL YEAR 23-24 RECOMMENDED BUDGET
QUESTIONS SUBMITTED AS OF MAY 19, 2023

12. **Question/Comment:** The staffing positions and comparison to FY 22-23 are missing from the FY 23-24 recommended budget document. Chip called out in the FY 23-24 budget report that there are no increases in staffing. Even so, when will the public be able to see this information?

Response: The FY 23-24 Recommended Budget Book has been updated since the May 2, 2023 City Council meeting and includes the authorized positions.

13. **Question/Comment:** IT has over 50% increase in budget recommendations. What are the specific publications and subscriptions driving this and how are they used?

Response: The City's long term plan to move from on-premise systems which are capital expense heavy to Cloud based technologies which are operating expenses have increased expenditures in IT subscriptions. Additionally, Administration has consolidated all cross-departmental software subscriptions into IT's Publication and Subscriptions budget for FY 23-24.

Amount	*Vendor*	*Purpose*
12,000.00	AWS Cloud Services	Cloud Infrastructure
15,000.00	Azure Cloud Services	Cloud Infrastructure
4,000.00	Certificate Management	Cybersecurity
5,000.00	Computer Management Software	Cybersecurity
3,500.00	DMARC Services	Cybersecurity
5,000.00	Docusign	Digital Signatures
12,605.00	Laserfische	Cloud document management
14,600.00	Freshdesk Software	Support system for Forestry, Facilities, Planning and IT
2,500.00	GIS	Geographic Information System Maintenance
18,000.00	Gsuite Business	Cloud communication and collaboration tools
4,000.00	Hycu	Backup system
20,500.00	iWorq Software	Planning and Public Works permits and licensing software
3,500.00	Knowbe4 Computer Security Awareness Training	Security awareness training
25,000.00	Microsoft Licensing	Licenses for the Office and Windows software
18,000.00	Darktrace Network Security Monitoring	Cybersecurity
7,200.00	Adobe	Document management
42,000.00	Security Services (Crowdstrike, Artic Wolf)	Cybersecurity
3,840.00	Zoom	Public meeting broadcast, remote participation

14. **Question/Comment:** Community Activities has a noticeable increase in community promotions. What specifically are these?

Response: Community Activities has budgeted more in FY 23-24 due to inflationary increases in contractor costs. Additionally, more funds are budgeted towards the Farmers' Market for 3rd Thursdays ($20,100), Programs/Events ($13,200), Community Promotions ($5,100), music ($4,500) and other market improvements, signage, display, and equipment ($13,667).

CITY OF CARMEL-BY-THE-SEA
FISCAL YEAR 23-24 RECOMMENDED BUDGET
QUESTIONS SUBMITTED AS OF MAY 19, 2023

15. **Question/Comment:** What is the anticipated amount of reimbursements from storm damage that occurred during the 1st quarter of 2023 and when do we expect to receive this?

Response: At this time, the City is still identifying and inventorying disaster-related damages as required by FEMA. The City has until June 14, 2023 to complete emergency work and June 14, 2024 to complete permanent work. The City met with the new FEMA representative on May 10, 2023 and is actively working through the process. So far, the storm debris costs approved by FEMA is $36K. Repairs have yet to be approved and will require a FEMA sight adjuster to come to the City and assess the damages, such as the stairs and ramp at the beach, street damages from tree uprooting etc. FEMA has not said when specifically, we would receive the funding.

16. **Question/Comment:** Contract services for tree care and landscape maintenance increased 50% in last year's budget and now again by 49% in this year's budget. Given this trend, is this enough? How do we better prepare for these services given that winter storms will continue to challenge our Village?

Response: For Fiscal Years 20-21 and 21-22, during the Pandemic, contracted landscape maintenance services were unfunded. While volunteer groups stepped up to help reduced Public Works/forestry crews with landscape care, the overall quality of the landscaping was diminished.

In the current Fiscal Year 22-23, $149,000 was allocated for landscape maintenance. In late 2022, a contract was awarded to Town & Country Gardening & Landscaping for $140,000. Approximately $24,000 will also be expended to reimburse Carmel Cares for their contracted gardening services along the Scenic Pathway. Staff believes that the quality of the landscaping across the Village is now better than even before the Pandemic.

The proposed landscape maintenance budget for FY 23-24 is $203,000 and covers both Town & Country ($175,000) and Carmel Cares ($28,000) landscaping services. The budgeted increase from $149,000 to $203,000 is 36%.

Staff believes this increase is significant and prudent, but cautions against increasing the budget for landscaping maintenance beyond this amount so as to be in balance with the many other City needs.

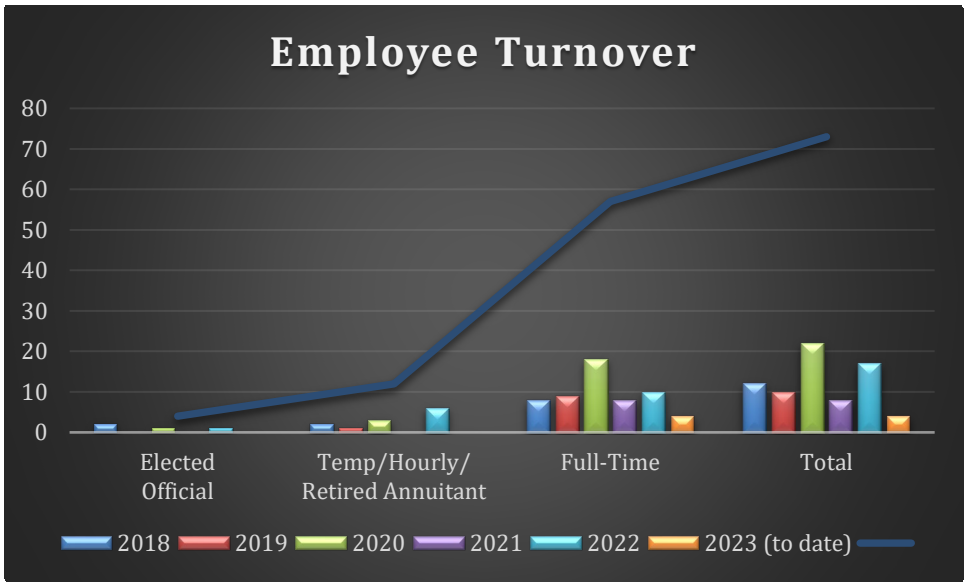
17. **Question/Comment:** The pie chart on page 41 doesn't seem to represent the PW Forest & Beach FY 2023-2024 budget amount of $1,017,500.

Response: The FY 23-24 Recommended Budget Book has been updated since the May 2, 2023 City Council meeting to reflect the proper allocation of PW's Forest & Beach services and supplies.

CITY OF CARMEL-BY-THE-SEA
FISCAL YEAR 23-24 RECOMMENDED BUDGET
QUESTIONS SUBMITTED AS OF MAY 19, 2023

18. **Question/Comment:** Staff turnover adds to increased recruiting time, costs, and understaffing that can delay project progress. What has been our staff turnover trend/rate for the last 5 years, adjusting for Covid impacts?

Response: In summary, 57 full-time employees have separated since 2018 which is close to 60% of personnel. Although COVID and the corresponding layoffs impacted 2020, the City has been proactively taking measures to address issues that may causing employees to leave such as improving employee engagement and satisfaction, and offering competitive compensation and benefit packages. The employee (full-time or temp/hourly/retired annuitant) and elected officials turnover trend/rate for the last 5 calendar years is as follows:



Calendar Year	Elected Official	Temp/Hourly/ Retired Annuitant	Full-Time	Total
2018	2	2	8	12
2019	0	1	9	10
2020	1	3	18	22
2021	0	0	8	8
2022	1	6	10	17
2023 (to date)	0	0	4	4
	4	**12**	**57**	**73**

CITY OF CARMEL-BY-THE-SEA
FISCAL YEAR 23-24 RECOMMENDED BUDGET
QUESTIONS SUBMITTED AS OF MAY 19, 2023

19. **Question/Comment:** It mentions that Pink Mutt Mitts will increase the budget by $34,800. This isn't true. The cost for the "black" mitts will be $71/case going forward for pallet quantities and the cost for pink mitts will be $71/case for any order quantity. Rob <Culver> has the information on how to get this pricing with Dog Waste Depot. There is no need to distinguish between the two types. You just need to order the correct quantities of each based on usage.

    Response: FY 23-24 budget reflects $24,000 for mutt mitts.

20. **Question/Comment:** The Scenic Pathway Hardscape Renovation is discussed but there is no amount listed for this budget. Why isn't the $100,000 included in that discussion? If it is still in the budget where is it shown?

    Response: The amounts for the Scenic Pathway Hardscape Renovation are included in Table 2: FY 23-24 Recommended Capital Projects and Funding Source on page 53 of the Proposed Budget Book. Currently budgeted is $100,000 from the General Fund with a $100,000 matching donation from Carmel Cares.

21. **Question/Comment:** There is no direct discussion of the $24,000 allocated to landscaping for Scenic Pathway. Is this part of the $175,000 landscaping budget? And, should this be broken out separately or at least discussed?

    Response: The Public Works/Forestry Operating Budget for Contractual Services is budgeted for $941,500 (page 43 of budget). Of that amount, $175,000 is earmarked for our landscape maintenance contractor and $28,000 is allocated to reimburse Carmel Cares for contracted gardening services performed along the Scenic Pathway.

22. **Question/Comment:** There is no discussion that I could find related to all the volunteer hours donated to the city by Carmel Cares and other volunteer groups. I thought this was in last year's budget but I could be wrong.

    Response: Volunteer hours are not presented in the Budget Book. These hours are recognized during the fiscal year in the Resolution presented to City Council, when the donation from Carmel Cares is accepted. The Council last recognized donations from Carmel Cares on December 6, 2022, for $150,316 plus 7,808 volunteer hours.

23. **Question/Comment:** Is the council really satisfied with 1 person in Public Works directly allocated to tree work? Not only is this insufficient but, if that person were to quit we would have zero people until they are replaced. You'd think after this past winter this would be front and center. Seems to me that it would be the money allocated for Natural Resource Manager would be better spent on 1 or two additional Forestry staff.

    Response: The Public Works/Forestry Operating Budget for Contractual Services is budgeted for $941,500 (page 43 of budget). Of that amount, nearly $600,000 is earmarked for contracted tree care services -

a significant increase from the $330,000 in the current year budget. All Public Works field crews have been trained in storm-related tree incidents, as evidenced by the quick restoration following the significant March storm. The Public Works Director would not support reallocating funds from a Natural Resources Manager position for more field crews.

24. **Question/Comment:** If any of you have gone for a walk on the beach lately you would have been shocked to see the state of the bluff around 10th Ave. Study or not, it is perfectly clear that this area is at risk of collapse without further reinforcement. By the time the study is complete, discussion takes place, funds allocated, and a project takes place, there might not be anything to protect. It is clear by the precariously leaning posts on the top that something is happening. The area North of 12th we are going to replace soon is also leaning, demonstrating that the ground is moving due to inadequate support on the beach and erosion. If we aren't careful, what happened in 1983 will be repeated and the cost of repairs will be beyond our ability to finance.

    Response: Noted. The entire shoreline infrastructure is currently being evaluated by our environmental, climate change/adaptation, and geotechnical engineering consultants as part of the Coastal Engineering Study. The results of the Shoreline Condition Assessment (Task 1 in the Study) revealed that Seawall #7, in the vicnity of 10th Avenue, does need repairs and these were rated as medium priority. Seawall #6, between 11th and 12th Avenue did not warrant repairs.

    The CIP proposes to continue the Study into Phase 2 next fiscal year. This will include further evaluations. In addition, design by a structural engineering firm of the most heavily-damaged seawall(s) are planned to be funded under the Shoreline Infrasstructure Repairs Project, as shown in the CIP pages 53 and 58.

25. **Question/Comment:** I didn't see any funding for repair/replacement of the beach access wooden stairways and repairs to the stone/concrete stairways. Would this be included in the $100,000?

    Response: No. The design and initial repairs of the most heavily-damaged beach access stairs are planned to be funded under the Shoreline Infrasstructure Repairs Project, as shown in the CIP pages 53 and 58. We are also seeking funding from FEMA and the Coastal Conservancy.

26. **Question/Comment:** Can you run the crime statistics from July to July for the years shown?

    Response: The City can provide the crime statstics in August since we are still with the requested reporting period (Jan -July 2023)

27. **Question/Comment:** Please clarify why volunteers cannot be used to perform some work when it is part of a union-represented position.

    Response: Volunteers cannot be used to perform work when it is part of a union-represented position without meeting and conferring with the appropriate bargaining units. If the City did allow volunteers to perform work currently performed by represented employees without meeting and conferring, then the

represented employees could file an Unfair Labor Practice claim with the California Public Employment Relations Board.

28. **Question/Comment: Please clarify the process we are in for the Parking and Congested Traffic analysis.**

Response: The City has concluded phase 1 of the program - Public Outreach. The public outreach included a booth at Farmer's Market on April 27th and May 4th plus four (4) separate public meetings held on May 1, May 3, May 9, and May 11 within our village. We had excellent dialogue with the various audiences and gave them good information in the process. We are currently working on phase 2 - Refinement, which includes gathering the various public inputs and developing a more robust plan to address important things like permit areas, fleshed-out plans for employees, deliveries, and other longer-range issues. We will also continue to refine our maps and other details. In September, Council will receive a presentation on the proposed parking program and give direction to staff. If approved, the introduction of a Parking Management Ordinance will occur in October.

29. **Question/Comment:** Please confirm that we have design and build funding for the Acacia Way headwall.

Response: At the April 5, 2023 CIP Workshop, the project description for the City-wide drainage projects was listed as follows:

Drainage System Repair Design (FY 2021/22, $100,000), and Drainage System Repair Design Phase II (FY 2022/23, $500,000): should now be considered one combined project. The City-wide Drainage Master Plan identified numerous spot repairs needed for our existing underground storm drain pipes, as well as significant "bottlenecks" in the drainage system. In October 2022, Council awarded a $50,000 Professional Services Agreement to Schaaf & Wheeler Consulting Engineers to update their 2020 Drainage Master Plan to reflect recommendations from the Climate Committee to evaluate 20-year storm event impacts to the drainage system, versus 10-year storm events as previously evaluated, and as much of the drainage infrastructure of the City was built. The Updated Master Plan is complete, and highlights will be presented to Council at an upcoming meeting. On a parallel track, Neill Engineers was issued a $24,999 Professional Services Agreement to design eight to ten specific drainage repairs and bottleneck elimination projects. The design of those improvements is in progress. Remaining funds should be carried-forward into Fiscal Year 2023/24 to complete the design. At least $4M will be needed to fix the most critical repairs and bottlenecks, and allocations for specific repairs will be recommended in future year CIP plans.

At the April Workshop, Council requested that part of the remaining funds be used for physical construction of drainage improvements, rather than using all budget on engineering design services. As noted during the May 2, 2023 CIP Review presentation, the Public Works Director noted that this carry-over project scope was changed accordingly. Specifically, of the remaining budget of approximately $500k, approximately $150k will be earmarked for design of the first three (3), high priority projects, and $350k will be available for construction. The first three projects are: 1) Acacia Way headwall upgrade, 2) Santa Rita box culvert repair, between Third and Fourth Avenues, and 3) Santa Fe new pipeline between Mountain View and the MTNP outfall. Project #3 will be bid as a bid additive in case the final costs exceed the remaining budget.

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30. **Question/Comment:** Please clarify the City's current transit occupancy tax (TOT). How much more revenue is possible if we increase the TOT by one (1) percent, and two (2) percent. an you run the crime statistics from July to July for the years shown?

Response: Currently, $6.8 million is budgeted for FY 23-24 TOT revenue, at a 10% tax rate. If the tax rate was increased, TOT revenue would increase $680,000 for each 1% increase.

31. **Question/Comment:** Please request financial data/reports for Visit Carmel, MCCVB, Carmel Chamber, Susnset Center, and Carmel Youth Center (CYC).

Response: The City Administrator has received financial data/reports from Visit Carmel, MCCVB, Carmel Chamber of Commerce and Sunset Center. The CYC has not yet responded, however, the City has financial data that was submitted as part of the discretionary grand application process. The City is working with the City Attorney to confirm that we can release the financial data received.

32. **Question/Comment:** Please clarify the obligation under the long-term lease with Sunset Cultural Center, Inc. to establish an endowment, and use said endowment earnings for capital work on the property.

Response: Sunset Cultural Center is the sole beneficiary of the Sunset Theater Endowment Fund at the Community Foundation for Monterey County (market value $188,801). It was established after the renovation in 2003 and restricted to deferred maintenance and protection of new assets in the Sunset Theater. The Sunset Theater Endowment Fund provides interest earned on the principle. It also acts as a "quasi-endowment" that enables Sunset Cultural Center to receive pass-through donations where the full gift is spendable as designated. We received some of our recent Theater Upgrade donations through the quasi-endowment.

33. **Question/Comment:** What assets does Carmel Youth Center have at this time?

Response: No response has been received yet.

34. **Question/Comment:** What are the dues for Chamber of Commerce? I also heard that they have a lot of members that do not pay their dues.

Response: Councilmember Felito had heard that there was a lot of members that don't pay their dues at the Chamber. I don't think what she heard was quite true. Below I have documented, where members are past due, offered courtesy memberships, and trade agreements.

As of today, we have 522 members, 11 are past due 12 months. (2% of our members). This can be for lots of reason hardship for example, a business being sold like SUR where we are working on the new owners. Often members are dropped well before reaching this point.

If I could expand on her question, there are 2 other types of membership that we trade:

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Courtesy Members - 8
We call them Courtesy Members where they are offered membership at no cost, because the chamber deems them important, and wants to sustain a close relationship with the entity. For example, Carmel Cares, Monterey Chamber of Commerce.

Trade Members – 16
These are members that are paid up members, but we move them up to the next level of membership as a trade. For example, The Pine Cone is a trade partner and we get to advertise for free. KION TV CBS that we are hoping to cover taste live this year. Carmel Magazine for which we get a full page add ever edition. Aaron Chang Art Gallery, he gave us access to his digital photography to use in things like the Guide to Carmel at no charge. The City of Carmel-by-the-Sea is a paid Business Level member, and the Chamber upgrades the city to Executive level for its ongoing support. Carmel-by-the-Sea is the only city the Chamber has a trade agreement with.

Both are standard practices within Commerce Chambers.

35. **Question/Comment:** It seems that City Budget add on requests (e.g., the Carmel Youth Center, Chamber of Commerce, and MCCVB) happening in the final steps of the budget process would benefit by going through a more formal and timely process. These organizations provide important services to our community. Most, if not all, nonprofits in our City derive their funds from membership dues, donations, grants, fundraisers, etc. for support. The Council (and public) would benefit by being able to see these requests earlier in the City budget cycle with submissions that include a comprehensive plan, financial statements, and value proposition similar to what's required in the Discretionary Grant Funds Program.

Response: The City is always looking to improve on its processes and have noted the suggestion. Administration has reached to each vendor accordingly for FY 23-24 and will look to incorporate budget requests from the City's marketing and economic development servicers sooner in the budgeting process.

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

June 6, 2023
PUBLIC HEARINGS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Marnie R. Waffle, AICP, Principal Planner
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Consideration of a Permanent Encroachment Permit (EN 21-272, Fountain) for an existing fence in the public right-of-way on the southern side of the single-family residence on the northwest corner of Junipero Avenue and 8th Avenue in the Residential and Limited Commercial (RC) Zoning District.

RECOMMENDATION:

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

BACKGROUND/SUMMARY:

On February 5, 2003, the Planning Commission approved a Design Review (DR 01-04, Mackey) and Use Permit (UP 01-24, Mackey) for the construction of two attached single-family residences and a lot line adjustment to modify two 2,500 square-foot lots into one, 2,000 square-foot lot (fronting on 8th Avenue) and one 3,000 square-foot lot (located at the northwest corner of Junipero Street & 8th Avenue) (Attachments 1 and 2). A single-family residence was constructed on the 3,000-square-foot corner lot, and on February 8, 2023, the Planning Commission approved Design Review application DR 16-364 (Fountain) for a new mixed-use building on the lot on 8th Avenue.

The Planning Commission's approval of the Mackey project in 2003 included the Use Permit condition of approval number 8, requiring the applicant to continue a pedestrian sidewalk along Eighth Avenue for use by the public on public property that will further protect the health, safety, and welfare of the community. Additionally, the Design Review condition of approval number 13 required the applicant to install and maintain public way improvements adjacent to the project, including new sidewalks, curb and gutter, and landscape improvements in conformance with City requirements for the public way. An improvement plan was required to be submitted to the Planning Director for review and approval prior to the issuance of a building permit to include an improved sidewalk surface treatment that complimented the character of the commercial district and provided for a sidewalk along the north side of Eighth Avenue adjacent to the Scout House. The applicant was required to design and install the sidewalk at their sole expense.

On October 8, 2003, the Planning Commission approved a revision to the Use Permit condition of approval number 8 to allow the relocation of the public walkway from the north side of Eighth Avenue between

Junipero and Mission to the south side of the street with the added condition that the applicant install a crosswalk and that all property owners on the south side of Eighth Avenue be notified of the project and encouraged to respond in writing (Attachments 3 and 4). The proposed relocation, due to grading issues according to City staff, was reviewed by the Traffic Safety Committee on September 3, 2003, and was supported by the Committee (Attachment 5).

On March 22, 2005, former owner Mr. Don Mackey submitted a building permit revision to construct a three-foot-tall and 28-foot-long wooden grape stake picket fence located in the public right-of-way approximately 5 feet, 8 inches from the southern street side yard property line on 8th Avenue (Attachments 6 and 7). The fence was approved by Planning staff subject to the approval of an Encroachment Permit. However, there is no record in the property file that an Encroachment Permit was issued. Mr. Mackey did provide proof of liability insurance in 2005 and signed a Hold Harmless Encroachment Agreement that does not appear to have been notarized or recorded. In 2017, the new owner, Mr. Thomas Fountain, provided proof of liability insurance for the encroachment.

On March 19, 2015, the Planning staff approved Design Study 15-085 to install a 3-foot wide decomposed granite pathway on the south side of 8th Avenue between Junipero Avenue and Mission Street to satisfy the revised condition of approval from 2003 (Attachment 8). The path was installed, and in June 2015, the path was inspected by the Planning staff and the Building Inspector and found to be in compliance with the revised condition of approval (Attachment 9).

On April 5, 2022, the City Council considered the Permanent Encroachment application (EN 21-272, Fountain) and passed a motion 3-2 denying the application.

Carmel Municipal Code Section 2.04.140 (Reconsideration of Council Action) states that any City Council member voting in the majority on any given item may move reconsideration of Council action on that item for consideration at a future meeting. Following the April 5, 2022, meeting, a City Council member voting with the majority requested that staff bring the application back to the City Council to discuss reconsideration of the application. On May 3, 2022, the Council passed a motion 3-2 to reconsider the application and directed staff to return for a second public hearing at a future meeting date.

Mr. Fountain requests that the fence design approval granted by the Planning Department in 2005 be formalized with the issuance of the required Permanent Encroachment Permit. If the City Council approves the permit, a Hold Harmless Encroachment Agreement (Attachment 10) would be signed, notarized, and recorded with the Monterey County Recorder's Office.

ANALYSIS:
Section 12.08.050 of the Carmel Municipal Code (CMC) grants authority to the City Administrator to approve encroachment permit applications that conform to the Encroachment Application Review Standards (CMC 12.08.060). CMC section 12.08.050 also gives the City Administrator the authority to refer Encroachment Permit applications to the City Council for determination.

Given the unique nature of the proposal and the level of public interest in the application, the City Administrator has exercised his authority to elevate this decision to the Council. The City Administrator will be prepared at the hearing to provide his opinion on the merits of the encroachment as the effective "junior hearing body" for this matter.

The decision by the Council would be final in this case, as there would be no appeal authority or administrative remedies remaining within the City's regulatory framework. In considering this application, the Council should refer to CMC section 12.08.060 (Encroachment Application Review Standards), which essentially functions as the findings required for approval, including standards such as showing a justifiable

need for the encroachment, protecting public safety, and benefitting the public interest. This entire section has been included as Attachment 11 for convenience.

The property associated with this application is located in the Residential & Limited Commercial (RC) District. However, CMC Section 17.14.110 (Standard of Review and Design Guidelines) states that the development of single-family residences in the RC district shall be consistent with the standards and criteria identified in Chapter 17.10 (R-1 District Design Regulations). This provision was adopted in 2009 and applies to all applications submitted after this date.

Both the Municipal Code and adopted design guidelines prioritize open space and landscaping over structures within the public right-of-way to perpetuate and enhance the established forest character. Above-ground encroachments are generally prohibited except for paving for driveways. Landscaping is the preferred treatment for the right-of-way and does not require an encroachment permit. The desired separation by the Fountains could be achieved with landscaping and, in staff's opinion, would be the superior option.

Since the code does not require approval of an Encroachment Permit via resolution when elevated, the Council does not need to adopt a resolution. The decision can be made by a motion to approve or deny the application and a majority vote.

If the Council approves the encroachment permit, the fence would remain and could be repaired or replaced as needed so long as the location and design remained consistent with the encroachment permit approval. The City may terminate and revoke the Agreement at any time that it is determined by the City Council to be in the best interests of the City and necessary to promote public health, safety, or welfare.

If the Council denies the encroachment permit, the fence would need to be removed from the public right-of-way. The property owner could construct a similar fence on their property. However, because the residence was constructed in such close proximity to the southern property line, a fenced-in open space buffer between the house and the public way would be eliminated.

ENVIRONMENTAL REVIEW:

If the Council is inclined to approve the project, Staff recommends the project be found categorically exempt from the California Environmental Quality Act (CEQA), State CEQA guidelines, and local environmental regulations, pursuant to Section 15303 (Class 3) – New Construction or Conversion of Small Structures. Class 3 exemptions include, but are not limited to, the construction of small facilities or structures and the installation of new small equipment. The proposed project consists of the installation of a wooden fence. The project does not change the existing or former use of the property and does not present any unusual circumstances that would result in a potentially significant environmental impact as proposed and conditioned. No exceptions apply to the exemption pursuant to Section 15300.2 of the CEQA guidelines.

FISCAL IMPACT:

Staff time associated with processing this application is captured in the adopted FY2022-23 budget.

PRIOR CITY COUNCIL ACTION:

On April 5, 2022, the City Council considered the Permanent Encroachment application (EN 21-272, Fountain) and passed a motion 3-2 denying the application.

On May 3, 2022, the Council passed a motion 3-2 to reconsider the application and directed staff to return for a second public hearing at a future meeting date.

ATTACHMENTS:

Attachment 1 - February 5, 2003 Planning Commission Agenda Report
Attachment 2 - February 5, 2003 Planning Commission Meeting Minutes
Attachment 3 - October 8, 2003 Planning Commission Agenda Report
Attachment 4 - October 8, 2003 Planning Commission Meeting Minutes
Attachment 5 - September 3, 2002 Traffic Safety Committee Meeting Minutes
Attachment 6 - 2005 Plan Check_Revision Submission dated 3.22.05
Attachment 7 - Project Plans
Attachment 8 - DS 15-085 (Old Mill) - Approval Afteraction
Attachment 9 - June 4, 2015 Pathway Compliance Verification
Attachment 10 - Hold Harmless Encroachment Agreement 06.06.23
Attachment 11 - CMC Section 12.08.060

CITY OF CARMEL-BY-THE-SEA
PLANNING COMMISSION
AGENDA CHECKLIST

MEETING DATE: 5 February 2003 BLOCK: 89 LOTS: 25 and 26

FIRST HEARING: X CONTINUED FROM: N/A

ITEM NO: DR 01-04/UP 01-24 OWNER: Don Mackey
DESIGNED BY: John Mandurrago
STREAMLINING: 3/14/03

SUBJECT:

Consideration of Design Review and Use Permit applications for the construction of two attached single-family residences and a lot line adjustment located in the Residential and Limited Commercial (RC) District and the Archaeological Significant (AS) Overlay District.

ENVIRONMENTAL REVIEW:

Exempt (Class 3 – new construction)

LOCATION: ZONING:

NW Corner of Junipero and Eighth RC and AS

ISSUES:

1. Does the proposal comply with the Design Regulations for the Residential and Limited Commercial District (17.12)?

2. Does the proposal comply with the Conditions and Standards for approval of a lot line adjustment (17.43)?

OPTIONS:

1. Approve the application as submitted with Conditions.
2. Continue consideration of the application.
3. Deny the application and direct staff to prepare Findings for Decision.

RECOMMENDATION:

Option #1 (Approve the application as submitted with Conditions.)

ATTACHMENTS:

1. Staff Report dated 5 February 2003.
2. Application materials.
3. Findings for Decision.

STAFF CONTACT: Chip Rerig, Senior Planner

CITY OF CARMEL-BY-THE-SEA

DEPARTMENT OF COMMUNITY PLANNING AND BUILDING

STAFF REPORT

TO: CHAIRMAN STRID AND PLANNING COMMISSION

FROM: CHIP RERIG, SENIOR PLANNER

DATE: 5 FEBRUARY 2003

SUBJECT: DR 01-04/UP 01-24/DON MAKEY
NW CORNER OF JUNIPERO AND EIGHTH
BLOCK 89; LOTS 25 AND 26

I. SUMMARY RECOMMENDATION

Approve the Design Review and Use Permit applications subject to attached Conditions.

II. EXISTING SITE CONDITIONS

The existing parcel contains two 2,500 square foot legal lots of record. The project site has a moderate slope of approximately 14% downward from east to west. The site is currently vacant but contains numerous Acacia and Coast Live Oak trees, many of which have been conditionally approved for removal by the Forest and Beach Commission.

III. PROJECT DESCRIPTION

The applicant proposes to construct two, attached, two-story, single-family residential structures and adjust a lot line in the RC (Residential and Limited Commercial) District. The lot line adjustment would create a 2,000 square foot lot and a 3,000 square foot lot. The applicant is also proposing to construct a sidewalk in the public right-of-way along the north side of Eighth Avenue. The sidewalk would continue the sidewalk that currently exists, and simply ends at Eighth Avenue, on the west side of Junipero Avenue.

Lot Line Adjustment

The applicant proposes to realign the lot line that currently separates lots 25 and 25 along the east/west axis to the north/south axis. The new lot line is located sixty (60) west of the

property line located on Junipero Avenue. This would create a 2,000 square foot parcel (40'x50') immediately to the east of the City's Scout House and a 3,000 square foot parcel (60'x50') located at the corner of Junipero and Eighth Avenues. Both new lots would abut the RC (Residential and Limited Commercial) District and be across the street from the R-1 (single-family residential) District along both Junipero and Eighth Avenues.

Residence #1

Residence #1 is proposed on the larger of the two new lots. The building is sited along both the north and west property lines, and is set back from both Junipero Avenue and the corner of Junipero and Eighth Avenues. Vehicular access is proposed from Junipero Avenue to a two-car garage. The second story is located centrally on both the first story and the parcel. Proposed exterior materials include a clay barrel tile roof, Carmel stone veneer on the first story and stucco on the second story, and unclad wood windows.

Don Makey Project Data Residence #1 (Site Area 3,000 sq. ft.)		
Site Considerations	**Allowed/Required**	**Proposed**
Floor Area	2,400 sf (80%)	2,400 sf (80%)
Building Coverage	2,100 sf (70%)	1,876 sf (63%)
Height (ridge)	24 ft.	22 ft.
Parking (per unit)	1.5 spaces	2 spaces
Setbacks	**Minimum Required**	**Proposed**
Front (Junipero)	7'-6"	7'-6"
Rear	0 ft.	0 ft.
North Side	0 ft.	0 ft
South Side	0 ft.	0 ft.

Residence #2

Residence #2 is proposed for the smaller of the two new lots. The building is sited along both the west and north property lines and set back from Eight Avenue. The second story is located toward the northwestern portion of the building footprint, away from Eighth Avenue. Private outdoor space is located in the rear yard of the unit. The proposed Spanish-Revival style architecture includes 12:4 pitched roofs with clay barrel tile, stucco walls, a wrought iron balcony inset from the front elevation and unclad wood windows.

Don Makey Project Data Residence #2 (Site Area 2,000 sq. ft.)		
Site Considerations	**Allowed/Required**	**Proposed**
Floor Area	1,600 sf (80%)	1,600 sf (80%)
Building Coverage	1,400 sf (70%)	1,214 sf (61%)
Height (ridge)	24 ft.	22'-5"
Parking (per unit)	1.5 spaces	1 space*
Setbacks	**Minimum Required**	**Proposed**
Front (Eighth)	7'-6"	7'-6"
Rear	0 ft.	0 ft.
North Side	0 ft.	0 ft
South Side	0 ft.	0 ft.

*Staff has added a Special Condition that requires the applicant to pay the in lieu parking fee for the ½ space required.

IV. STAFF REVIEW

The project complies with the Municipal Code provisions for lot line adjustments and, except as conditioned for parking, the dimensional standards contained in Municipal Code Chapter 17.12 (Design Regulations).

Regarding design, Section 17.12.010 states: "*The character of the commercial and multifamily districts is enhanced by a diversity of architecture that is none the less sensitive to village traditions. The design of new buildings, and of modifications to existing buildings, should respect these traditions and avoid out-of-scale or bizarre building forms or incompatible design treatments.*" The proposed project utilizes building forms and materials that are internally consistent and add to the architectural diversity of the neighborhood. Additionally, the proposed project is compatible within its surrounding context that is a mix of one and two-story single-family dwellings, transient commercial buildings, service commercial buildings, and commercial retail buildings.

Staff has added a Condition that requires the applicant to continue the sidewalk on the north side of Eighth Avenue (on the Scout House site). This will effectively provide a pedestrian link from Junipero Avenue to Mission Street along Eighth Avenue that does not require pedestrians to walk in the street.

V. STAFF RECOMMENDATION

Approve the Design Review and Use Permit applications subject to attached Conditions.

CITY OF CARMEL-BY-THE-SEA

DEPARTMENT OF COMMUNITY PLANNING AND BUILDING

FINDINGS FOR DECISION

DR 01-04/UP 01-24
NW Corner of Junipero and Eighth Avenues
Block 89: Lot: 25 and 26 5 February 2003

CONSIDERATION: The applicant requests approval of a Use Permit for a lot line adjustment and a Design Review permit to construct two single-family residential dwellings on 2,000 and 3,000 square foot lots in the Residential and Limited Commercial (RC) District.

FINDINGS OF FACT:

1. That the property is currently two 2,500 square foot legal lots of record located at the northwest corner of Junipero and Eighth Avenues (Block 89; Lot 25 and 26) and the lots are zoned Residential and Limited Commercial (RC).

2. That the property contains a moderate upward slope towards the rear property line at approximately fifteen percent (15%).

3. That on 25 January 2001, the applicant submitted an application to adjust the existing lot line to create a 2,000 and a 3,000 square foot parcel, and construct two new single-family residential dwellings.

4. That the project site is currently void of any structures or buildings.

5. That review of this project is subject to a design review application and the standards contained in Municipal Code Chapters 17.12 and 17.43.

CONDITIONS AND STANDARDS FOR USE PERMIT APPROVAL OF A LOT LINE ADJUSTMENT

1. That the proposed lot line adjustment shall not increase or create a zoning nonconformity in that the two new lots meet all standards for development as independent parcels.

2. That the proposed lot line adjustment shall not increase or create any zoning violations or any other kind of illegality in that the two new lots are legal parcels that meet all standards for development independently.

3. That the proposed lot line adjustment shall not create an additional building site in that the current configuration of lots 25 and 26 in block 89 are independently developable in the current configuration.

4. That the current site does not contain any zoning nonconformities and the lot line adjustment shall meet all zoning requirements and not create any zoning nonconformities.

5. That the proposed lot line adjustment will increase the average length of frontage on public streets since both new lots will front on either Eighth Avenue or both Eighth Avenue and Junipero Avenue.

6. That the current lot lines are straight and the proposed lot line adjustment will not straighten the lot lines nor make the lot lines less straight since the proposed lot line adjustment is turning the lot line that separates two independently developable lots from east/west to north/south

7. That the current lots are rectangular and the proposed lots are rectangular.

8. That as permitted by Municipal Code Section 17.43.030.I and 17.43.030.J Conditions have been added that require the applicant to continue a pedestrian sidewalk along Eighth Avenue for use by the public on pubic property that will further protect the health, safety, and welfare of the community.

9. That as a result of the proposed lot line adjustment, a driveway and parking area will be relocated to Junipero Avenue and that the Forest and Beach Commission has reviewed the project to ensure that the relocation shall protect existing significant trees.

DECISION: The Use Permit and Design Review applications are approved subject to the following Conditions.

CONDITIONS OF APPROVAL:

1. All subsequent activities on either parcel including, but not limited to, approval of use permits, and approval of additions and alterations shall be subject to City review and approval according to the findings and conditions of this permit. No activity shall be approved nor undertaken unless it conforms to the findings and conditions of the use permit and design review application.

2. This permit constitutes a land use entitlement to construct two single-family residences on two newly formed lots. No part of this project shall be implemented in reliance of this permit unless the entire project is implemented.

3. No business activities shall be permitted on either lot unless a permit amendment is submitted and approved by the City prior to establishment on the premises. Any future applications to conduct commercial activities on either lot in the future will be reviewed for the proposals' impact on off-street parking, floor area ratio, coverage and the pertinent dimensional and design standards for the RC District.

4. No commercial use shall be allowed to operate from either residential unit within the project. Neither residence shall be partitioned, divided or subdivided to create more than the two units or the two lots authorized by this permit. Neither residence shall be leased, subleased occupied, rented or let for, in connection with, any timeshare or time interval ownership agreement. Neither residence shall be rented, leased, subleased or otherwise made available to any person for any period of time of 30 consecutive calendar days or less.

5. Both residential units shall be accessed by its own entry/exist door as shown on the approved project plans and shall be independently metered for water. Both residences shall be maintained on the site in good repair.

6. Trash, garbage and containers for recycling materials shall be stored on private property, screened from public view and disposed of in the manner established in Chapter 16, Title 8 of the Municipal Code.

7. The parking garage shall be used only for parking vehicles, storage and the housing of utilities, trash, garbage and recycling materials. All parking spaces shall be reserved and permanently assigned for tenants of each unit on the parcel. These spaces shall not be rented, leased or sold separately.

8. As part of the building permits to construct the project, the permittee shall be responsible for undergrounding all new and existing overhead utility lines fronting either lot without erecting any new permanent poles. Alternatively, the permittee shall pay equivalent funding to the City for undergrounding 50 linear feet of the utilities based on estimated costs provided by the utility companies, or a lesser amount to be determined by the Director of Public Works.

9. If excessive groundwater or seepage is encountered during excavation or construction, such conditions shall be mitigated in a manner approved by the Building Official of the City.

10. All new utility connections serving either residence shall be installed on private property and screened from public view. Meters shall not be installed in areas used for pedestrian circulation and shall be installed in the garages, paved areas on site or as a last resort in landscaped areas on the site. Plans illustrating such placement of utility meters shall be submitted on the building plans for approval by the City.

11. The City reserves the right to require bonding or equivalent financial security for maintenance of the landscaped areas on the project site.

12. The applicant shall submit the draft landscape plan approved by the Planning Commission for review by the City Forester prior to issuance of a building permit. The plan shall include drip irrigation systems set on timers and shall be maintained by the property owners. The landscaping and irrigation system shall also serve the public right-of-way along Eighth Avenue and be maintained by the property owners' expense.

13. The applicant shall be responsible for installing and maintaining public way improvements adjacent to the project including new sidewalks, curb and gutter, and landscaping improvements in conformance with all current City requirements for the public way. An improvement plan for the public way shall be submitted for review and approval by the Planning Director prior to issuance of a building permit. The plan shall provide an improved sidewalk surface treatment that compliments the character of the commercial district consistent with the City's policies on improvements in the public way. The plan shall also provide for a sidewalk along the north side of Eighth Avenue adjacent to the Scout House (Block 89, Lot 20). The applicant shall design and install this sidewalk at their sole expense.

14. Buildings authorized by this permit shall use fire retardant materials and sprinklers that meet the requirements of the State Uniform Building and Fire Codes.

15. Prior to issuance of a building permit for grading the permittee shall submit a plan for approval by the Department of Community Planning and Building defining the excavation and disposal activity associated with the project. The plan shall define truck/hauling routes through the City, the proposed disposal site, and any street closures or traffic interruptions necessary or anticipated.

16. A soils report shall be prepared by a qualified engineer as part of the design process to define the amount of cuts and fills required and to establish a drainage plan to accommodate peak storm events and prevent erosion and damage to property. Drainage facilities shall be reviewed by the City Engineer and coordinated with the area-wide drainage plan administered by the department of Public Works. The City reserves the right to require off-site drainage improvements or equivalent funding for such improvements determined to be necessary to upgrade drainage infrastructure to meet the incremental demands generated by this project.

16. Grading and excavation activities shall be prohibited during the months of November through March unless a temporary erosion control plan is submitted and approved by the City. Hours of construction shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Friday.

17. Approval of this permit is conditioned on the applicant receiving a building permit within one (1) year of Planning Commission approval of the project. The City may authorize an extension of this permit for a period of up to one (1) additional year provided that the Municipal Code regulations have not been changed related to the findings and conditions of this permit.

18. All trees on the site shall be protected during demolition by methods approved by the City Forester. No trees shall be removed by the future site development until the applicant has obtained approval by the City Forester and Forest and Beach Commission. The removal of trees from the site shall not occur until a plan has been approved by the Planning Commission to develop a new dwelling on the property.

19. If during construction any tree roots larger than two inches (2") are encountered during construction, the City Forester shall be contacted before cutting the roots. If roots larger than two inches (2") in diameter are cut without prior City Forester approval or any significant tree is endangered as a result of construction activity, the building permit will be suspended and all work stopped until an investigation by the City Forester has been completed.

20. All development on the building sites shall comply with the design and zoning regulations with the City.

21. The applicant shall submit in writing any proposed changes to the project plans approved by the Planning Commission prior to incorporating changes on the site. The project will be reviewed for its compliance to the approved design study plans prior to final inspection by the Building Inspector.

22. Exterior lighting shall be limited to 25 watts or less per fixture. Landscape lighting shall be limited to 15 watts or less per fixture.

23. All water fixtures within the premises in which the use is located shall be retrofitted with water conservation hardware and shall be inspected for conformance with the standards contained in 15.28.020 of the CMC prior to establishment of the use.

24. The interior of the garages require illumination in conformance with the requirements of the Uniform Building Code and such lighting will be visible to the public.

25. The applicant will submit copies of the drainage and soils reports for development on the site, preliminary title report and applicable CC&R's and other requirements contained in the Subdivision Map Act of California.

26. The use of the two residences shall be conducted in a manner consistent with the presentations and statements submitted in the application and at the public hearing, and any change in use that would alter the findings or conditions adopted as part of this permit shall require approval of a new use permit by the Planning Commission.

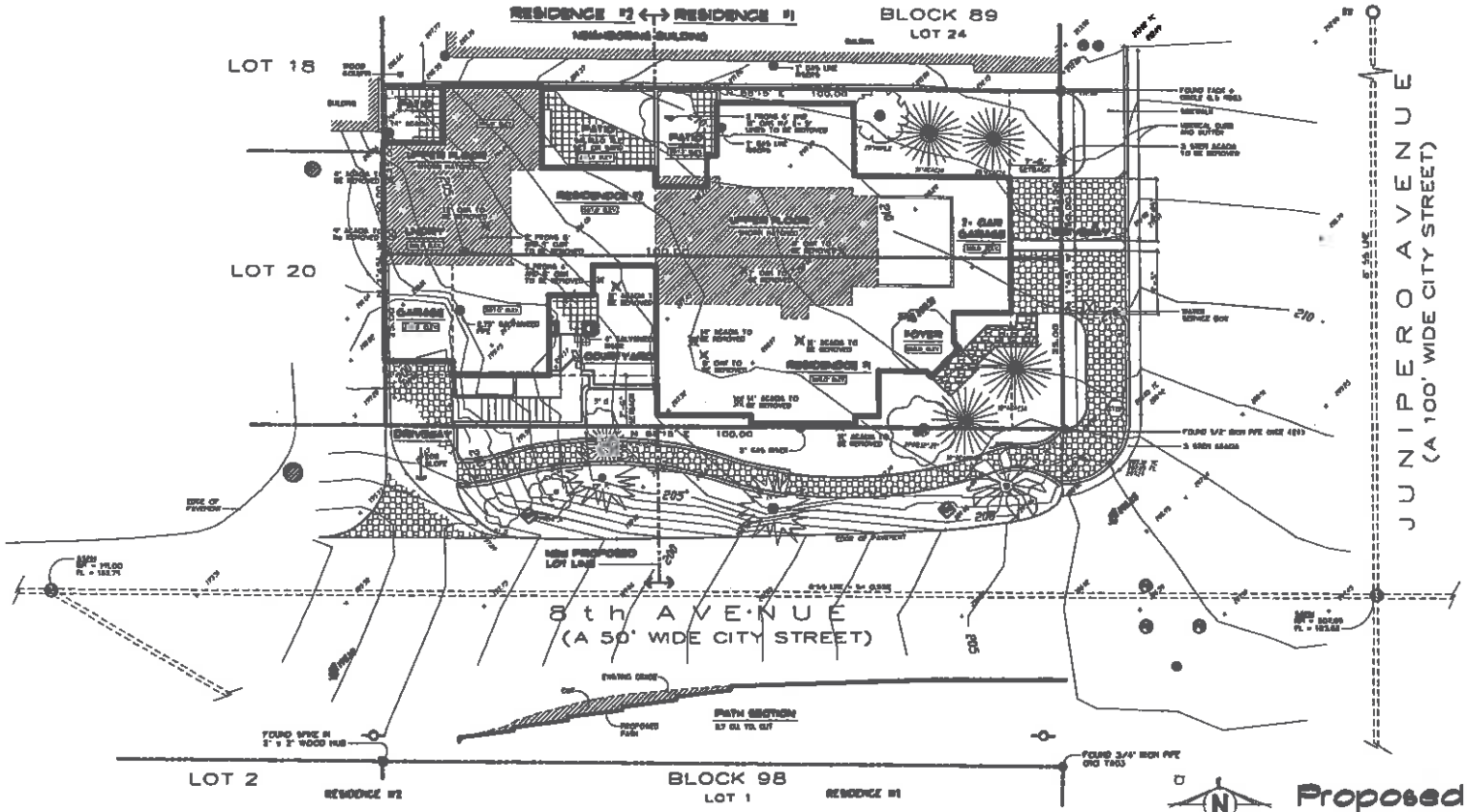
27. Violation of the terms of this use permit or other ordinances of the City may constitute grounds for revocation of this use permit. Upon termination or revocation of this use permit for any reason, the use shall immediately cease and shall not be re-established without issuance of a new use permit.

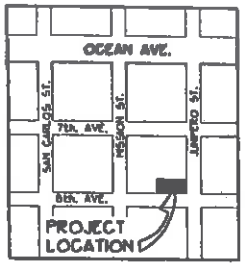
28. Prior to issuance of a building permit, the applicant shall pay the parking in lieu fee in the amount of $24,990 for the ½ parking space required under Municipal Chapter 17.34.

29. The applicant shall prepare a Phase I archaeological study consistent with the Archaeological Resources Management Report format prior to issuance of any building permits.

LAS CASITAS RESIDENCES

CARMEL BY THE SEA, CALIFORNIA





VICINITY MAP

SHEET INDEX

1. SITE PLAN
2. Main FLOOR PLAN
3. Upper FLOOR PLAN
4. S/E ELEVATIONS
5. N/W ELEVATIONS
6. ROOF PLAN
7. STREETSCAPE
8. LANDSCAPE
9. EXTERIOR LIGHTING PLAN

PROJECT INFORMATION

A.P.N. # 010-087-004

BLOCK: 89 LOT: 23/25

SITE AREA: 2,000.00 S.F.

ADDRESS: N/W CORNER OF JUNIPERO AND 8TH
CARMEL-BY-THE-SEA, CA. 93921

LEGEND

- ● = TREES TO REMAIN
- ◎ = TREES TO BE REMOVED

RESIDENCE #2

FLOOR AREA RATIO

ALLOWED = 80.0%	1,600.0 S.F.
RESIDENCE #2 Main Floor	1,276.0 S.F.
RESIDENCE #2 Upper Floor	424.0 S.F.
TOTAL =	1,600.0 S.F.

BUILDING COVERAGE

ALLOWED = 70.0%	1,400.0 S.F.
RESIDENCE #2	1,213.8 S.F.
TOTAL =	1,213.8 S.F.

RESIDENCE #1

FLOOR AREA RATIO

ALLOWED = 80.0%	2,400.0 S.F.
RESIDENCE #1 Main Floor	1,862.5 S.F.
RESIDENCE #1 Upper Floor	537.5 S.F.
TOTAL =	2,400.0 S.F.

BUILDING COVERAGE

ALLOWED = 70.0%	2,100.0 S.F.
RESIDENCE #1	1,876.0 S.F.
TOTAL =	1,876.0 S.F.

Proposed
SITE PLAN
SCALE: 1/8" = 1'-0"

1-2-03

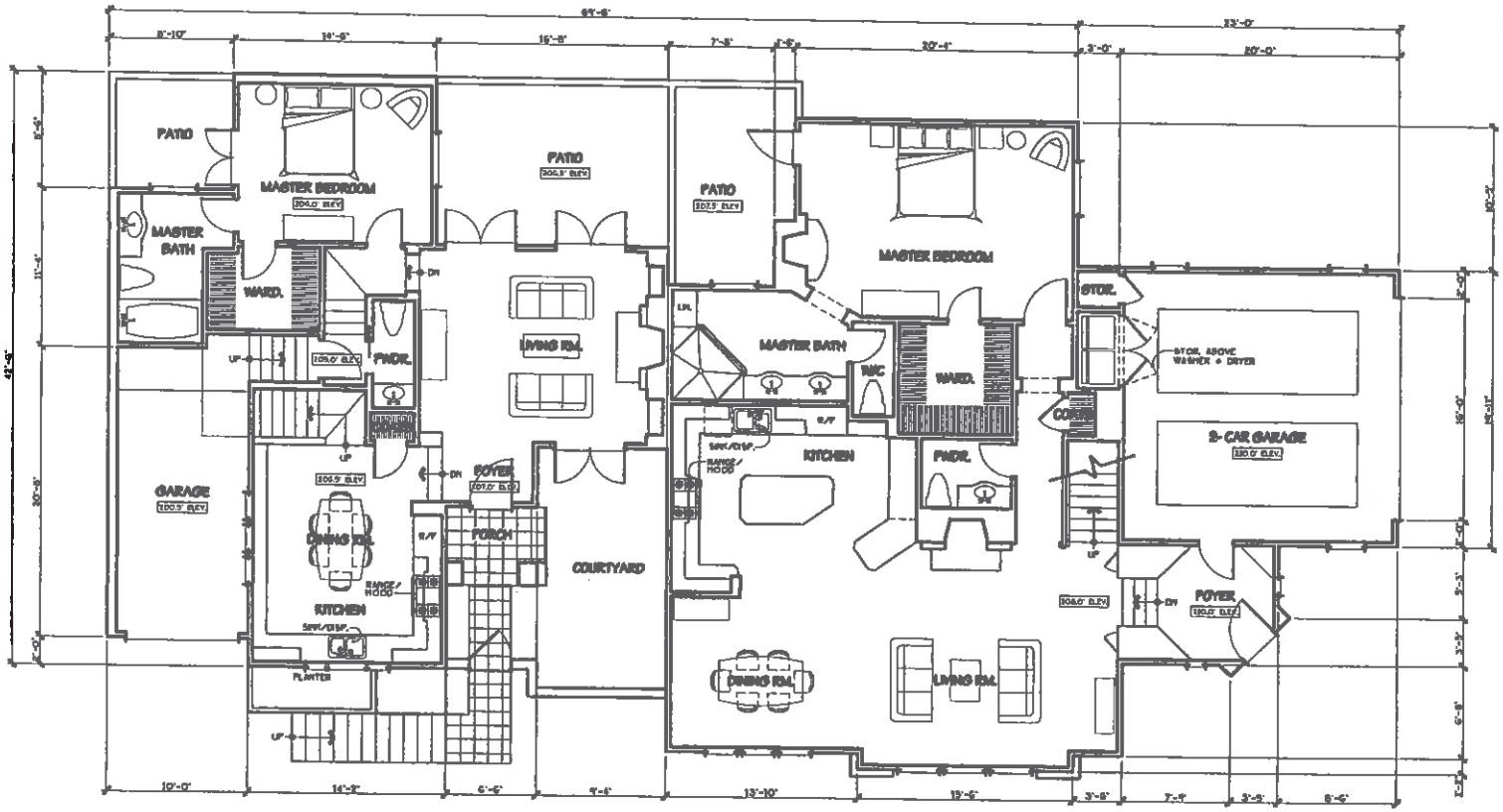
2026

1

MANDURRAGO MANDURRAGO & SULLIVAN

MACKEY RESIDENCE
N/W Co. of 8th. & JUNIPERO
CARMEL-BY-THE-SEA, CA. 93921

09



RESIDENCE #2
1,176.0 S.F.

RESIDENCE #1
1,862.5 S.F.

Proposed Main
FLOOR PLAN

SCALE: 1/4" = 1'-0"

MACKEY RESIDENCE
N/W Co. of 8th. & JUNIPERO
CARMEL-BY-THE-SEA, CA 93921

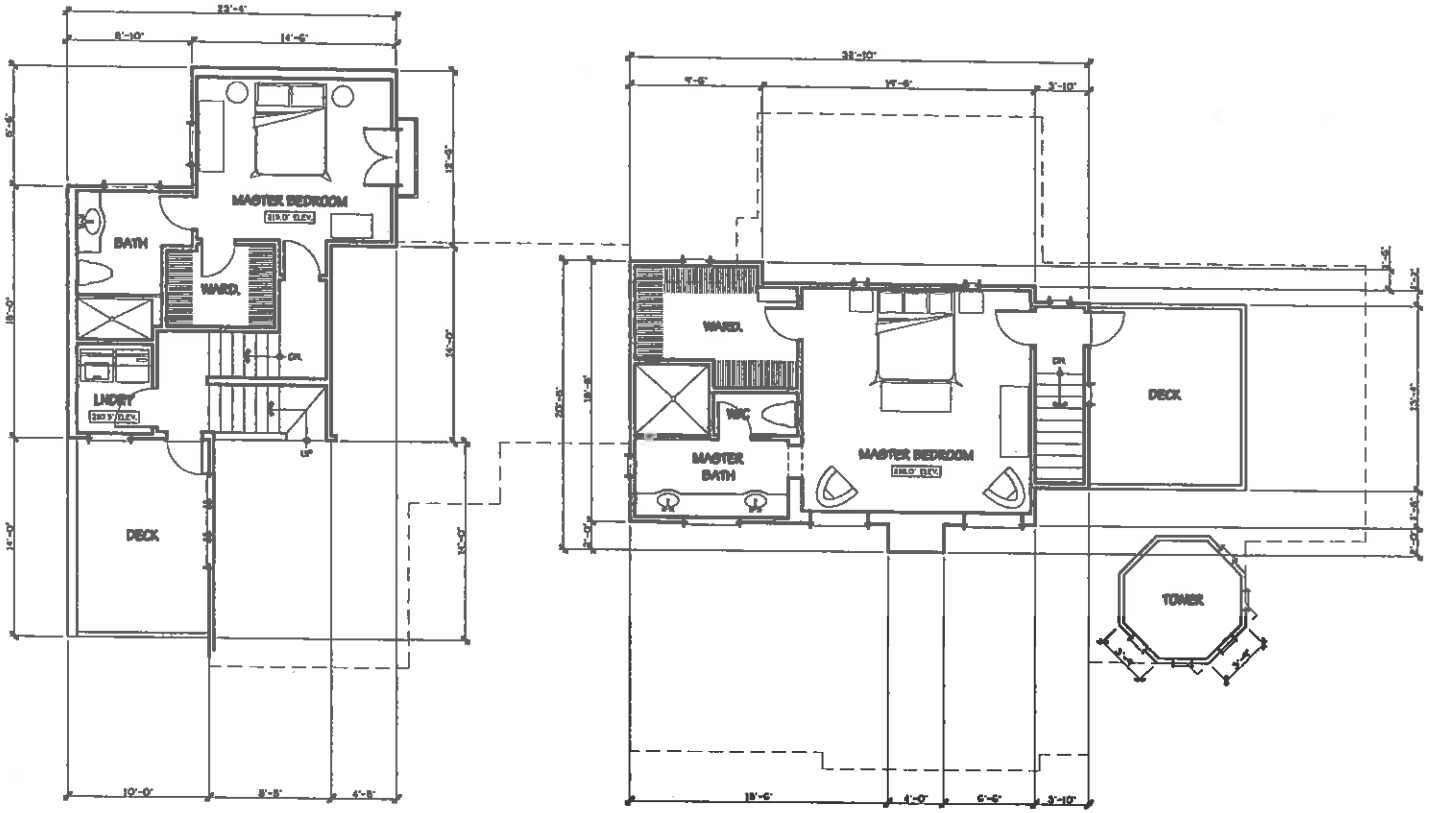
1-3-03

2026

2

MANDURRAGO MANDURRAGO & SULLIVAN

19



RESIDENCE #2
424.0 S.F.

RESIDENCE #1
537.5 S.F.

Proposed Upper
FLOOR PLAN
SCALE: 1/4" = 1'-0"

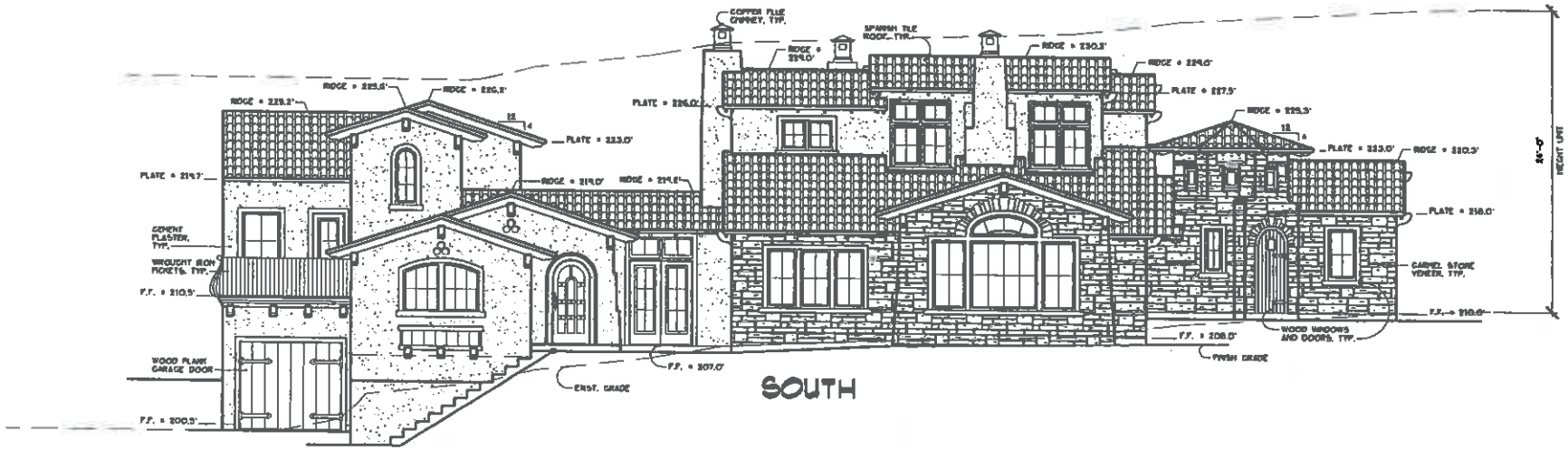
MACKEY RESIDENCE
N/W Co. of 8th. & JUNIPERO
CARMEL-BY-THE-SEA, CA 93921

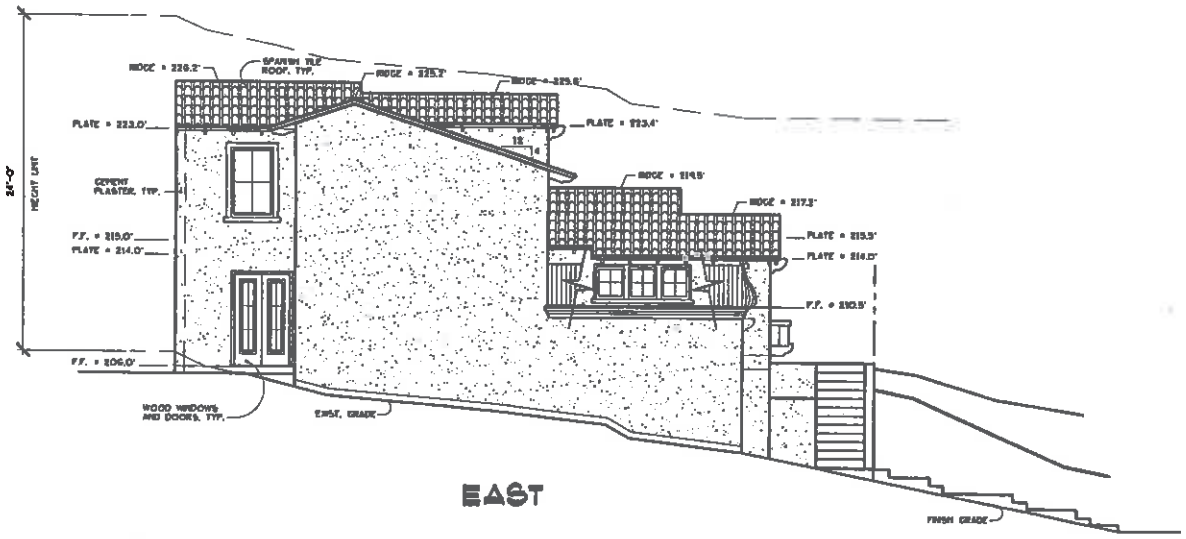
1-3-03

2026

3

MANDURRAGO
MANDURRAGO &
SULLIVAN





63

Proposed
ELEVATIONS
SCALE: 1/4" = 1'-0"

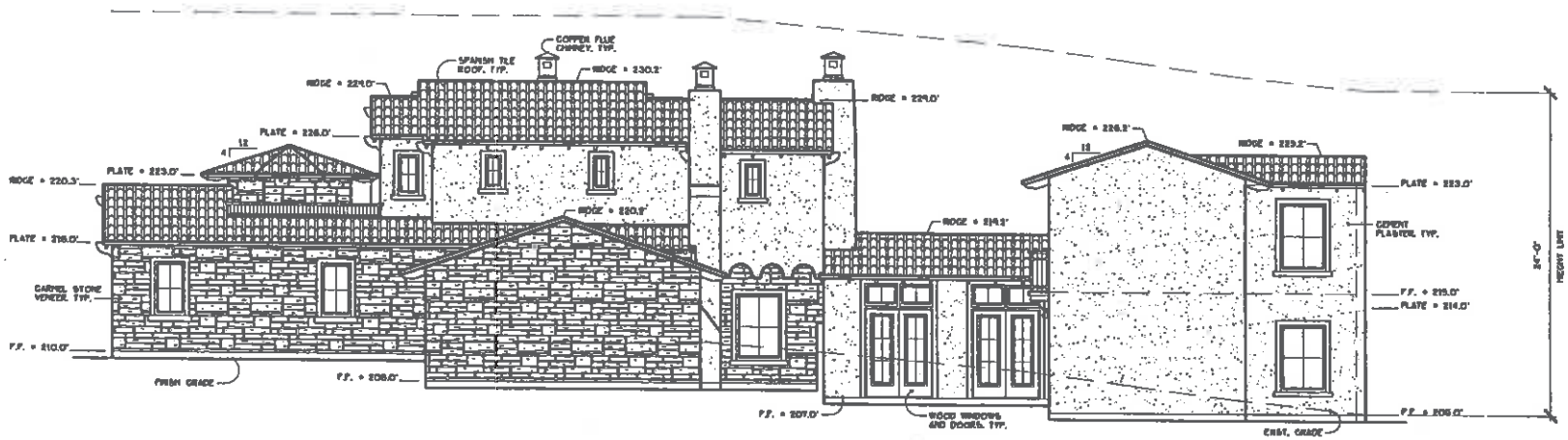
MACKEY RESIDENCE
N/W Co. of 8th. & JUNIPERO
CARMEL-BY-THE-SEA, CA 93921

1-3-03

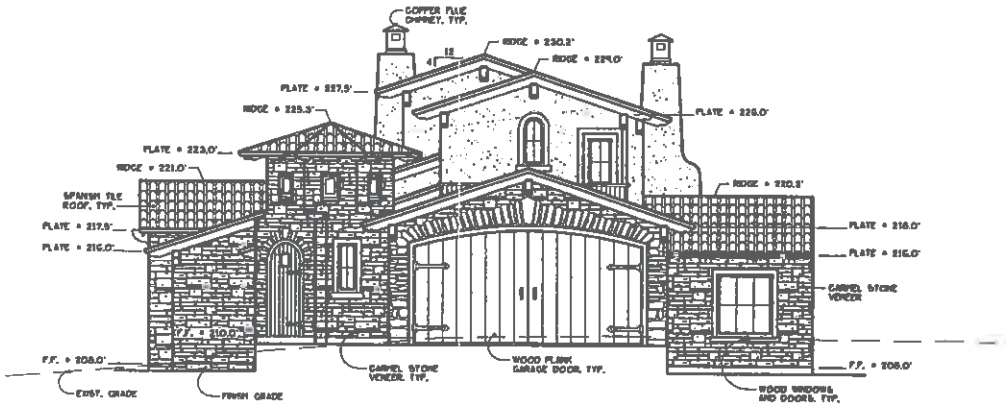
1" 2026

11" 4

MANDURRAGO MANDURRAGO & SULLIVAN



NORTH



WEST

Proposed
ELEVATIONS
SCALE: 1/4" = 1'-0"

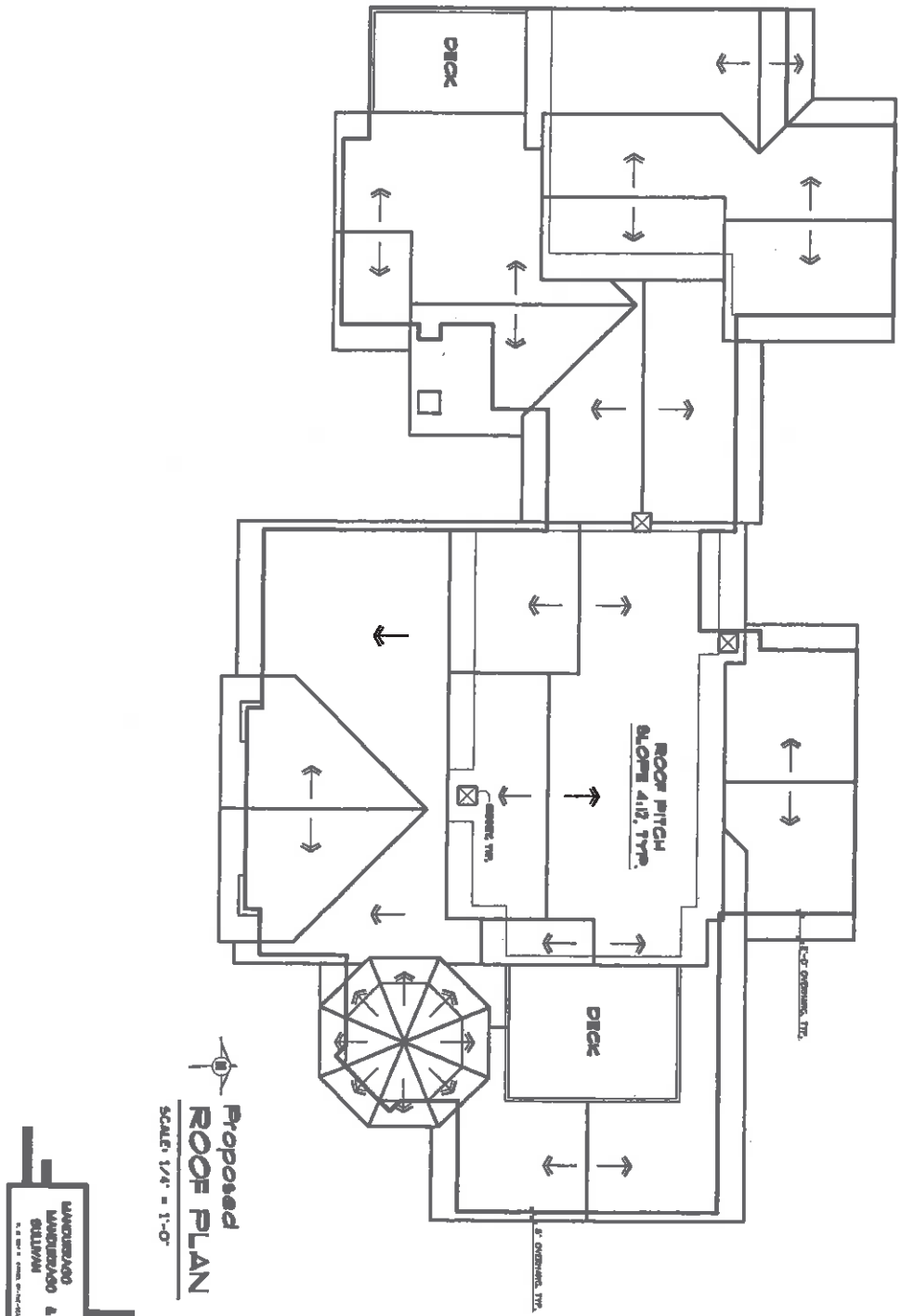
MACKEY RESIDENCE
N/W Co. of 8th. & JUNIPERO
CARMEL-BY-THE-SEA, CA 93921

1-3-03

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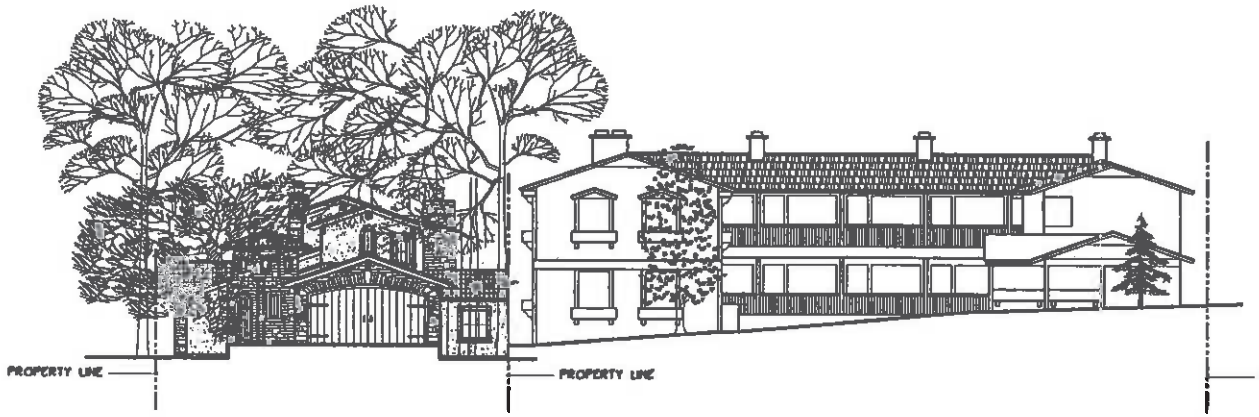
5

MANDURRAGO MANDURRAGO & SULLIVAN


DECK
ROOF PITCH
SLOPE 4:12, TYP.
DECK
8" OVERHANG, TYP.
Proposed
ROOF PLAN
SCALE: 1/4" = 1'-0"
MARGUERADO
MARGUERADO &
SULLIVAN
1-9-03
2028
6
MACKEY RESIDENCE
N/W Co. of 8th. & JUNIPERO
CARMEL-BY-THE-SEA, CA 93921



Eighth Ave. Streetscape



Juniper St. Streetscape

Proposed STREETSCAPE

SCALE: 1/8" = 1'-0"

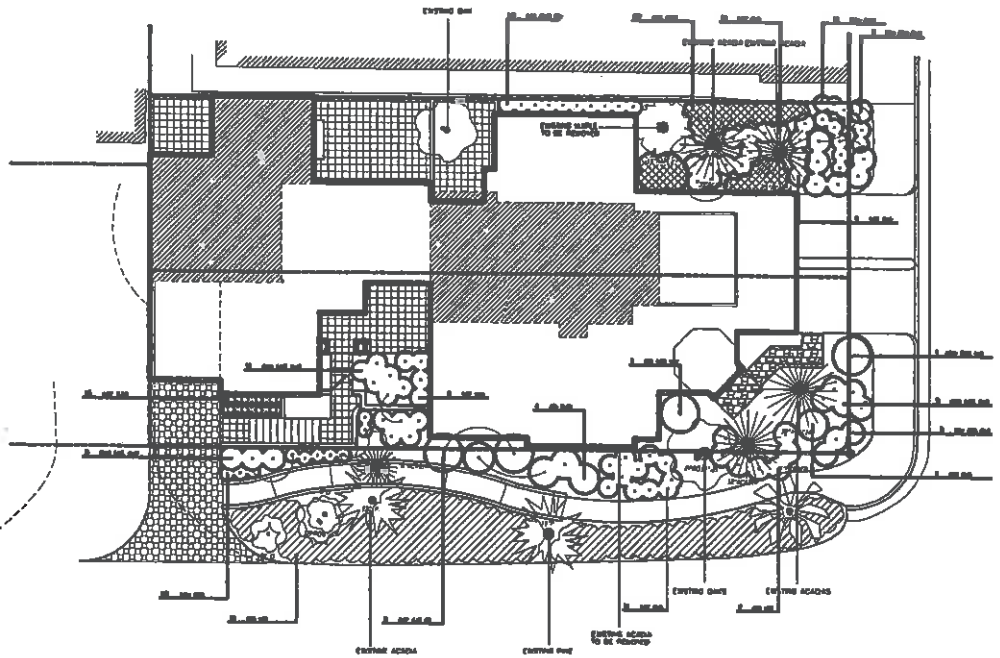
MACKEY RESIDENCE
N/E Co. of 8th. & JUNIPERO
CARMEL-BY-THE-SEA, CA 93921

1-3-03

2026

7

MANDURRAGO MANDURRAGO & SULLIVAN



LANDSCAPING

THE SITE SHALL BE LANDSCAPED.AT LEAST THREE WEEKS PRIOR TO OCCUPANCY, THREE COPIES OF A LANDSCAPING PLAN SHALL BE SUBMITTED TO THE DIRECTOR OF PLANNING AND BUILDING INSPECTION FOR APPROVAL. A LANDSCAPE PLAN REVIEW FEE IS REQUIRED FOR THIS PROJECT. FEES SHALL BE PAID AT THE TIME OF LANDSCAPE SUBMITTAL. THE LANDSCAPE PLAN SHALL BE IN SUFFICIENT DETAIL TO IDENTIFY THE LOCATION, SPECIE, AND SIZE OF THE PROPOSED LANDSCAPING MATERIALS AND SHALL BE ACCOMPANIED BY A NURSERY OR CONTRACTOR'S ESTIMATE OF THE COST OF THE INSTALLATION OF THE PLAN. BEFORE OCCUPANCY, LANDSCAPING SHALL BE EITHER INSTALLED OR A CERTIFICATE OF DEPOSIT OR OTHER FORM OF SURETY MADE PAYABLE TO MONTEREY COUNTY PLANNING AND BUILDING INSPECTION DEPARTMENT.

ALL LANDSCAPED AREAS AND/OR FENCES SHALL BE CONTINUOUSLY MAINTAINED BY THE APPLICANT AND ALL PLANTING MATERIAL SHALL BE CONTINUOUSLY MAINTAINED IN A LITTER-FREE, WEED-FREE, HEALTHY, GROWING CONDITION.

LANDSCAPE PLANS SHALL APPLY XERISCAPE PRINCIPLES, INCLUDING SUCH TECHNIQUES AND MATERIALS AS NATIVE OR LOW WATER USE PLANTS AND LOW PRECIPITATION SPRINKLER HEADS, BUBBLERS, DRIP IRRIGATION SYSTEMS AND TIMING DEVICES.

DIRT SHALL NOT BE PILED AGAINST THE TRUNKS OF THE OAKS AND THERE SHALL BE NO IRRIGATION OR SPRINKLERS WITHIN 10 FEET OF THE TRUNKS OF ANY OAKS IN ORDER TO PREVENT PREMATURE DEATH FROM OAK ROOT FUNGUS. SCATTERED PLANTING OF DROUGHT RESISTANT PLANTS STARTED WITH DRIP IRRIGATION IS PERMISSIBLE, AS LONG AS GROUND IS NOT CONTINUALLY SATURATED AND AS LONG AS NO PLANTS ARE INSTALLED WITHIN FIVE FEET OF TRUNKS. ALL DRIP IRRIGATION UNDER MATURE OAKS SHALL BE PHASED OUT WITHIN TWO YEARS.

Proposed LANDSCAPE PLAN

SCALE: 1/8" = 1'-0"

MACKEY RESIDENCE
N/W Co. of 8th. & JUNIPERO
CARMEL-BY-THE-SEA, CA 93921

1-3-03

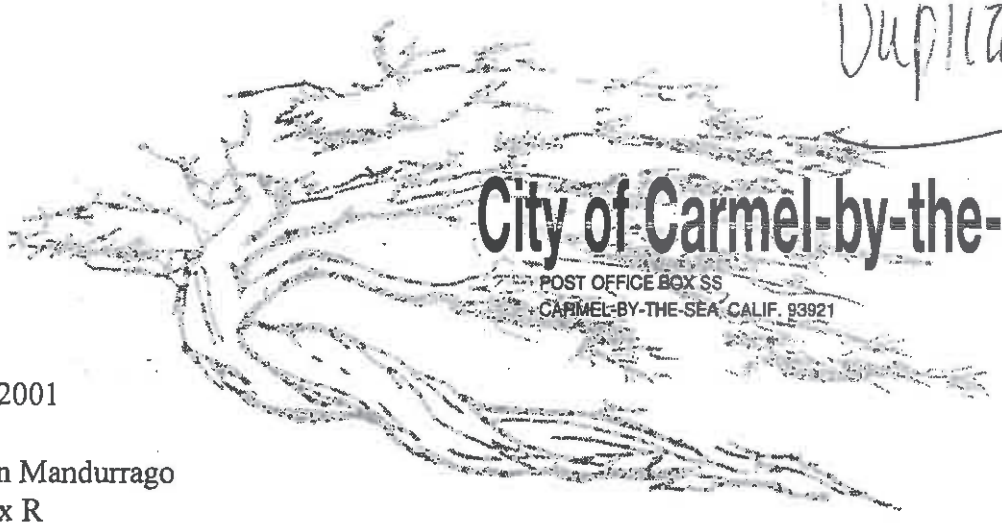
2026

L-1

MANDURRAGO
MANDURRAGO &
SULLIVAN

Duplicate file

Attachment 1



City of Carmel-by-the-Sea

POST OFFICE BOX SS
CARMEL-BY-THE-SEA, CALIF. 93921

9 April 2001

Mr. John Mandurrago
P.O. Box R
Carmel, CA 93921

Dear Mr. Mandurrago:

The Forest and Beach Commission considered your application to remove (5) 9"dbh, and (2) 7"dbh Coast Live Oaks, to remove (2) 9", 7"dbh, and (2) 6"dbh Black acacias and to prune two 5" limbs from a 7" double spar oak .

In a unanimous vote the Commission approved your application with the following conditions.

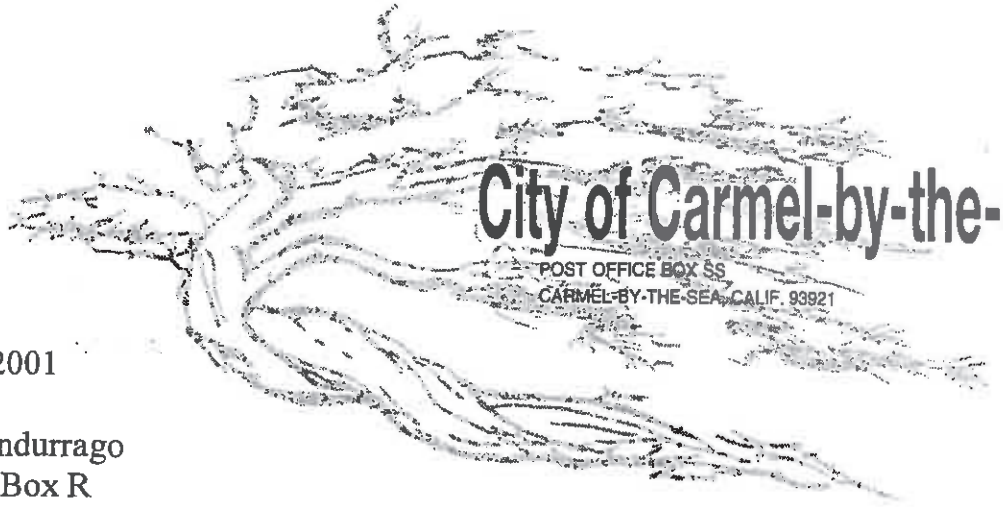
1. All footings must be hand dug within 15 feet of any tree.
2. Two upper canopy trees (Monterey pine, Monterey Cypress or coast redwoods) must be planted as replacement trees on private property and two on public property.
3. All measures of tree protection shall be adhered to during construction.
4. No trees may be removed until you have received approval through the Planning Commission, the issuance of a valid building permit, and the issuance of a valid tree removal/pruning permit.

Should you disagree with the decision of the Forest and Beach Commission, you may appeal their decision the City Council within five working days. All appeals need to be filed with Karen Crouch, City Clerk, located at City Hall, east side of Monte Verde between Ocean and 7th Avenues.

If you have any questions please phone my office at (831) 624-35643.

Sincerely,

Sandra H. Bernstein
Acting Secretary to the Forest and Beach Commission



City of Carmel-by-the-Sea

POST OFFICE BOX SS
CARMEL-BY-THE-SEA, CALIF. 93921

28 August 2001

Charles Mandurrago
Post Office Box R
Carmel, CA 93921

SUBJECT: ADDITIONAL TREE REMOVAL FOR NW CORNER OF 8TH AND JUNIPERO
JUNIPERO RES. LLC AND DON MACKEY

Dear Mr. Mandurrago:

Your application to remove an additional 14" dbh black acacia as indicated on your site plan at the northwest corner of 8th and Junipero Avenue has been approved.

All conditions regarding tree removal, pruning, and planting on this site are in effect. No trees may be removed until you have project approval through the Planning Commission, issuance of a valid building permit and the issuance of a tree removal permit.

If you have any questions, please contact my office at (831) 624-3543.

Sincerely,

Michael Branson

Michael J. Branson
Acting Forest, Parks and Beach Director

MB/mmp

CITY OF CARMEL-BY-THE-SEA
PLANNING COMMISSION
AGENDA CHECKLIST

MEETING DATE: 12 March 2003 BLOCK: LOT:

FIRST HEARING X or CONTINUED FROM:

ITEM NO:

OWNER:

ARCHITECT/DESIGNER:

STREAMLINING DEADLINE:

SUBJECT:

Consideration of minutes for the 5 February 2003 Planning Commission meeting.

LOCATION: ZONING:

ISSUES:

OPTIONS:

1. Approve the minutes as submitted
2. Amend and approve the minutes
3. Deny the minutes

RECOMMENDATION:

1. Approve the minutes as submitted

ATTACHMENTS:

1. Minutes of 5 February 2003.

STAFF CONTACT: Anne Morris, Planning Services Coordinator

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CITY OF CARMEL-BY-THE-SEA

PLANNING COMMISSION

MINUTES

Regular Meeting
Recorded

5 February 2003
3:15 p.m.

The Regular Meeting of the Planning Commission of the City of Carmel-by-the-Sea, California was held on the above date at the stated hour of 3:15 p.m. Chairman Strid called the meeting to order and the roll was called.

I. ROLL CALL

PRESENT:	COMMISSIONERS:	CULVER HEWER WASKO WILSON STRID, CHAIRMAN
ABSENT:	COMMISSIONERS:	NONE
ALSO PRESENT:	DIRECTOR	DI IORIO
	SENIOR PLANNER	RERIG
	CONTRACT PLANNER	CARAKER
	SECRETARY	MORRIS

II. TOUR OF INSPECTION

The Planning Commission left at 3:20 p.m. to tour the following sites: Meresman, Arlington, Mackey, Mueller-Vollmer, Parsons, Olf, and Hendy. Commissioner Culver joined the tour. The meeting was reconvened at 4:30 p.m.

III. PLEDGE OF ALLEGIANCE

The Planning Commission and those present pledged allegiance to the flag.

IV. ANNOUNCEMENTS FROM DIRECTOR OR CHAIR

Chairman Strid announced that the Planning Commission meeting for April will be held on the 30th as neither he nor the Vice Chairman would be present. Chairman Strid reminded the Commissioners to speak into the microphones for the recording of the meeting.

V. APPEARANCES

None

VI. CONSENT AGENDA

1. Consideration of minutes for the January 8, 2003 Planning Commission meeting.

2. DS 02-65
   Arlington Investments
   E/s Lincoln between 10th and 11th
   Block 115, lot 6

   Consideration of a Design Study application for the rehabilitation of an existing single family dwelling that is a significant historic resource located in the Residential (R-1) District.

3. DS 02-26
   Stan Meresman
   NW corner San Antonio and 13th
   Block A5, lot 6

   Consideration of a Beach District Permit for the substantial alteration of an existing single family dwelling located in the Residential (R-1) and Beach Overlay (B) Districts.

4. DR 01-4/UP 01-24
   Don Mackey
   NW corner Junipero and 8th
   Block 89, lots 25 and 26

   Consideration of Design Review and Use Permit applications for the construction of two attached single-family residences, a lot line adjustment, and an encroachment into the side yard setback located in the Residential and Limited Commercial (RC) District.

A member of the audience requested that item #2 be pulled from the consent agenda. Commissioner Hewer requested that item #4 be pulled from the consent agenda. Motion of **WASKO/WILSON TO APPROVE ITEMS 1 AND 3 CARRIED ON THE FOLLOWING ROLL CALL VOTE.**

AYES:	COMMISSIONERS:	Culver, Hewer, Wasko, Wilson, and Strid
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None

VII. CONSENT AGENDA (PULLED ITEMS)

2. DS 02-65
   Arlington Investments
   E/s Lincoln between 10th and 11th
   Block 115, lot 6

   Consideration of a Design Study application for the rehabilitation of an existing single family dwelling that is a significant historic resource located in the Residential (R-1) District.

Senior Planner Rerig presented a staff report. Chairman Strid opened the public hearing. Tanya Fazinni appeared to say that she and her husband had always wanted to buy the property and wanted to know whether there was any chance of buying the house. Chairman Strid explained that the Planning Commission was not the proper forum for purchasing the property and the subject should be taken up with the owner. Brian Congleton, representing the property owner, appeared to clarify that Ms. Fazinni was referring to another property and not about the property currently before the Planning Commission. There were no other appearances and the public hearing was closed. Commissioner Hewer noted that there were more trees on the property than the staff report had stated. Motion of **HEWER/CULVER TO APPROVE CARRIED ON THE FOLLOWING ROLL CALL VOTE**:

AYES:	COMMISSIONERS:	Culver, Hewer, Wasko, Wilson, and Strid
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None

4. DR 01-4/UP 01-24
   Don Mackey
   NW corner Junipero and 8th
   Block 89, lots 25 and 26

   Consideration of Design Review and Use Permit applications for the construction of two attached single-family residences, a lot line adjustment, and an encroachment into the side yard setback located in the Residential and Limited Commercial (RC) District.

Commissioner Hewer asked whether the applicant had provided staff with a water balance sheet and had received approval from the MPWMD. Senior Planner Rerig explained that a Condition of Approval was added to ensure adequate water resources for this project. Commissioner Hewer stated that there was a mix of too many building materials for the project. Commissioner Wilson found the tower element to conflict with the Design Guidelines. Commissioner Culver felt that the project did not comply with Residential Design Traditions with regard to simplicity of form. Senior Planner Rerig explained that the project was in the commercial district and did

meet the Commercial Design Guidelines. Chairman Strid opened the public hearing. John Mandurrago, designer for the project, appeared to defend the tower and Mediterranean style. There were no other appearances and the public hearing was closed. Chairman Strid did not care for the tower element either and asked the designer whether the double car garage door could be made two doors rather than one. Commissioner Wilson suggested that, in the future, the Commission develop some guidelines for residential dwellings in commercial districts. Motion of **WILSON/WASKO TO APPROVE THE APPLICATION WITH THE ADDED CONDITION THAT THE DOUBLE GARAGE DOOR AT THE WEST ELEVATION BE CONVERTED TO TWO SINGLE GARAGE DOORS CARRIED ON THE FOLLOWING ROLL CALL VOTE:**

AYES:	COMMISSIONERS:	Culver, Hewer, Wasko, Wilson, and Strid
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None

VIII. PUBLIC HEARINGS

1. DS 02-68/RE 02-12/UP 02-32
   Robert Ruggles
   NE corner Guadalupe and Mt. View
   Block 84, lot 24

   Consideration of Design Study, Demolition, and Use Permit (Concept Review) applications for the demolition of an existing two-story single family dwelling and Class 2 subordinate unit and the construction of a new two-story single family dwelling and attached guest house located in the Residential (R-1) and Park Overlay (PO) Districts. **CONTINUED FROM JANUARY 8 2003.**

Chairman Strid announced that the application would be continued to a date uncertain at the request of the applicant. Motion of **CULVER/HEWER TO TABLE THE APPLICATION CARRIED ON THE FOLLOWING ROLL CALL VOTE:**

AYES:	COMMISSIONERS:	Culver, Hewer, Wasko, Wilson, and Strid
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None

2. DS 02-1/RE 02-1/HR 02-1
Patricia Mueller-Vollmer
SW corner Santa Rita and 6th
Block 66, Parcel A

Consideration of a Design Study application for the rehabilitation of an existing single family dwelling that is a significant historic resource located in the Residential (R-1) District.

Senior Planner Rerig presented the staff report for the rehabilitation of a garage for the Comstock "Birthday House" recommending conditional approval. Rerig explained that the applicant proposed to disassemble the garage and reassemble it on a foundation and replace structural members. The project had been reviewed by the Historic Preservation Committee and was determined to be an historic resource. As conditioned the project complies with the Secretary of Interior Standards. Leslie Dill, the City's Historic Architect, did not recommend removing the window for compliance with the Secretary of Interior Standards. However, the Historic Preservation Committee did recommend the window on the west elevation be eliminated. Commissioner Wilson asked whether a "Comstock Historic District" had been authorized as a historic district and Rerig responded that the grouping of Comstock houses in this area had been identified as a historic district. Commissioner Wilson felt that this was an example of Historic Preservation run mad. Director di Iorio pointed out that the Building Official had determined that there could be no openings in any structure closer than three feet to the property line. Wasko questioned the possibility of replacing rotten boards that had been sitting on dirt without rebuilding the entire garage.

Chairman Strid opened the public hearing. Jon Erlandson, architect for the project, said he and the applicant would like to maintain the window on the west side but other than that, he had no other issues with the staff recommendation. Chairman Strid suggested that the decision about the window rest with the Building Official. Commissioner Wasko asked whether the structure would be used as a garage and Mr. Erlandson responded that, as it had to be rebuilt with the same dimensions, it was too small for today's cars. Patricia Mueller-Vollmer appeared to support the concept of historic preservation, but felt that the constraints put forth by the HPC were ludicrous. She felt the garage had neither aesthetic value nor structural integrity (even Enid Sales said that the garage had no integrity) and hoped the Planning Commission would show some flexibility. Ms. Mueller-Vollmer requested the window, the Carmel Stone to complement the Comstock house, and that the garage roofing material be consistent with the house and not plastic. There were no other appearances and the public hearing was closed.

Leslie Dill appeared as staff to answer questions from the Commission. Commissioner Wasko said that the Birthday House was a jewel but that the garage was a blight and that Mansard roofs belonged on car washes and in the commercial district. The only connection between the garage and the house is that they are on the same property. Ms. Dill explained that it is up to the community whether a structure was historic. When questioned about the copper gutter and the

Carmel Stone, Ms. Dill responded that, in her opinion, the copper gutter was too attention getting and the Carmel Stone seemed an effort to make the garage something that it was not original. Ms. Dill explained that the Secretary of Interior Standards required that building elements stay as true to the original as possible. Commissioner Wilson could not see what difference a copper gutter would make.

Chairman Strid reopened the public hearing. Jon Erlandson explained that the project had originally come in as a demolition and a new building and at the time of noticing, was reviewed as a historic structure. There were no other appearances and the public hearing was closed.

Commissioner Wilson asked if the structure was deemed a historic resource because of its association with the Birthday House. Director di Iorio said that the Department of Parks and Recreation 503 was taken to the Historic Preservation Committee and the Committee confirmed the garage was identified as a historic resource. Motion of **WILSON/HEWER TO APPROVE THE APPLICATION WITHOUT ANY CONDITIONS EXCEPT THE WINDOW CODE VIOLATION ISSUE FAILED TO CARRY ON THE FOLLOWING ROLL CALL VOTE:**

AYES:	COMMISSIONERS:	Hewer and Wilson
NOES:	COMMISSIONERS:	Culver, Wasko, and Strid
ABSENT:	COMMISSIONERS:	None

Senior Planner Rerig pointed out that the conditions were important because they helped the project conform to the Secretary of Interior standards. Motion of **HEWER/WILSON TO APPROVE THE APPLICATION WITH ELIMINATION OF CONDITIONS 4 AND 5 CARRIED ON THE FOLLOWING ROLL CALL VOTE:**

AYES:	COMMISSIONERS:	Culver, Hewer, Wilson, and Strid
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None
ABSTAIN:	COMMISSIONERS:	Wasko

3. DS 02-103/UP 02-38/HR 02-3 Glenn Olf W/s Palou between Casanova and 2nd Block KK, lot 17	Consideration of a Design Study application for the rehabilitation of an existing single family dwelling that is a significant historic resource located in the Residential (R-1) District.

Senior Planner Rerig presented the staff report that recommended conditional approval, noting that the applicant proposed to designate the building as a historic resource. The Historic Preservation Committee denied all alterations but approved the historic designation. Mr. Rerig noted that Leslie Dill reviewed the proposed alterations and found them to be in conformance with the Secretary of Interior Standards. Chairman Strid opened the public hearing. Richard Moss, architect for the project, appeared to explain that the applicants wished to improve the structure's livability while maintaining the historic integrity and reviewed the proposed changes. Mr. Moss reported that in speaking with Roger Larson, who studied under Charles Moore at UC Berkeley, felt that the proposed changes would be in keeping with his architectural philosophy. Jean Ewe, co-owner of the property, appeared to explain her reasons for the remodel and felt that the proposed design met both the Secretary of Interior Standards and the needs for her family. There were no other appearances and the public hearing was closed. Commissioner Wilson suggested that the City was suffering from a false sense of historicity. Commissioner Culver thought the applicants did a wonderful job of meeting the Secretary of Interior Standards. Commissioner Wasko was in favor of the project. Chairman Strid preferred to see the house remain as is but realized that the structure was in need of renovation in the kitchen area. He was not in favor the proposed balcony off the master bedroom, the window configuration changes, changing the exterior at the rear of the building, but did support the additional skylight and suggested a slight indent where the breezeway is being enclosed. Motion of **WILSON/HEWER TO APPROVE OF THE HISTORIC DESIGNATION AND APPROVE THE PROPOSED REMODEL SUBJECT TO STAFF RECOMMENDATION CARRIED ON THE FOLLOWING ROLL CALL VOTE**:

AYES:	COMMISSIONERS:	Culver, Hewer, Wasko, and Wilson
NOES:	COMMISSIONERS:	Strid
ABSENT:	COMMISSIONERS:	None

4. UP 02-34/DR 87-87
Mary Lou Hendy (Lucy's)
W/s Dolores between Ocean and 7th
Block 75, lot 13

Consideration of a Commercial Use Permit application for a new full-line restaurant and consideration of the Conditions of Approval of a Commercial Design Review (DR 87-87) application to provide public restrooms on private property at the private property owner's expense on a site located in the Central Commercial (CC) District.

Senior Planner Rerig presented the staff report for the Use Permit that included a condition to have the restrooms opened within ten days during business hours to the general public from Picadilly Park. Chairman Strid opened the public hearing. Herb Beckett, one of the owners of Lucy's, appeared to express his surprise and dismay that the City was requiring the restrooms to be reopened to non-patrons, which caused problems with maintaining cleanliness and supplies. Commissioner Wasko pointed out to Mr. Beckett that he had the luxury of having 49 more seats by having a second exit and making the restrooms available to the public. Monte Miller appeared to support the staff recommendation. There were no other appearances and the public hearing was closed. Commissioner Wasko said that he would like to see a win-win situation by having the City participate and contribute in some way to the maintenance of the restrooms. Commissioner Wilson agreed and suggested a continuance. Chairman Strid said that he was hesitant to go against an agreement that was made at the Council level. Mr. Beckett requested a continuance so that he could discuss options with staff and the City. Motion of **WILSON/ CULVER TO CONTINUE THE APPLICATION TO MARCH 12, 2003 CARRIED ON THE FOLLOWING ROLL CALL VOTE:**

AYES:	COMMISSIONERS:	Culver, Hewer, Wasko, Wilson, and Strid
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None

5. DS 03-6/UP 03-3/RE 03-2
Jon Parsons
E/s Mission between 2nd and 3rd
Block 27, lots 10 and pt. 11

Consideration of Design Study, Demolition, and Use Permit applications for the demolition of an existing single family dwelling and the construction of a new two-story dwelling located in the Residential (R-1) District.

Contract Planner Caraker presented the staff report. Commissioner Hewer pointed out that the water balance sheet was in error that might impact the project and questioned how much of the

lot was at a 30% slope. Chairman Strid opened the public hearing. Jon Parsons, owner, appeared to explain his request and to note that Paul Davis, architect, was in the audience to answer questions. Mr. Parsons explained that he was discussing with his architect a change to the parking/garage arrangement as suggested by a neighbor. Paul Davis, architect for the project, appeared to explain the areas of 30% slope. Motion of **WILSON TO APPROVE PROJECT AND DEMOLITION WITH AN ADDITIONAL CONDITION THAT MOVING OF GARAGE BE DISCUSSED WITH STAFF DIED FOR LACK OF SECOND.** Chairman Strid was concerned about blocking of view corridors for neighbors, the breadth of design going lot line to lot line, and the height of the garage. Commissioner Culver was concerned about how square footage was being calculated based on the buildable portion of the lot. Chairman Strid re-opened the public hearing. Paul Davis appeared again to address the proposed future elevator that was to be lower than ridgeline and would not block any views. Mr. Davis questioned calculations that subtracted easements from the buildable area. Discussion followed regarding benefits of asking for a continuance. Mr. Parsons appeared to request continuance to the meeting of March 12, 2003. Motion of **WILSON/HEWER TO CONTINUE THE APPLICATION TO THE MEETING OF MARCH 12, 2003 TO ADDRESS ISSUES OF VIEWS, BALCONY IMPACT, GARAGE LOCATION, SLOPE/TOPOGRAPHY, AND EASEMENTS NOT BEING TAKEN INTO CONSIDERATION IN CALCULATING FLOOR AREA CARRIED ON THE FOLLOWING ROLL CALL VOTE:**

AYES:	COMMISSIONERS:	Culver, Hewer, Wasko, Wilson, and Strid
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None

IX. ADMINISTRATION

Director di Iorio announced that the City Council reviewed demolition ordinance and will have for second reading on March 4th. Ms. di Iorio asked that anyone wishing to attend the 2003 Planners Institute in San Diego let the office know right away.

X. PUBLIC ANNOUNCEMENTS

XI. ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting was adjourned at 7:25 p.m.

_____
Anne Morris, Secretary

ATTEST:

_____
Bill Strid, Chairman

Attachment 3

CITY OF CARMEL-BY-THE-SEA
PLANNING COMMISSION
AGENDA CHECKLIST

MEETING DATE: 8 October 2003 BLOCK: 89 LOT: 25/26

FIRST HEARING: X CONTINUED FROM: n/a

ITEM NO: DR 03-24/UP 01-24

OWNER: Don Mackey
DESIGNER:Charles Mandurrago
STREAMLINING: 10/9/03

SUBJECT:

Consideration of a revision to Condition #8 of Use Permit 01-24 to allow the relocation of the public walkway from the north side of Eighth Avenue between Junipero and Mission to the south side of the street.

ENVIRONMENTAL REVIEW:

Exempt (Class 3 new construction)

LOCATION: ZONING:

N/W corner of Junipero & 8th R-1

ISSUES:

Does the proposed walkway comply with Municipal Code Section 12.04 (Sidewalk Construction and Repair), Policy and Standards for Public Way Design, and Residential Design Guidelines?

OPTIONS:

1. Approve the application as submitted with amended conditions.
2. Continue consideration of the application with a request for design changes.
3. Deny the application and adopt the attached Findings for Decision.

RECOMMENDATION:

Option #1 (Approve the application as submitted with revised conditions.)

ATTACHMENTS:

1. Staff Report dated 8 October 2003.
2. UP 01-24 Conditions of Approval.
3. Plans.
4. Traffic Committee Meeting Draft Minutes dated September 3, 2003

STAFF CONTACT:TJ Wiseman, Contract Planner

CITY OF CARMEL-BY-THE-SEA
COMMUNITY PLANNING AND BUILDING
STAFF REPORT

APPLICATION: DS 01-04, UP 01-24 **APPLICANT:** Mackey
BLOCK: 89 **LOTS:** 25 & 26
LOCATION: N/W Corner of Junipero & 8th

REQUEST:
Consideration of a revision to Condition #8 of Use Permit 01-24 (for a lot-line adjustment) to allow the relocation of the public walkway from the north side of Eighth Avenue between Junipero and Mission to the south side of the street.

OTHER APPROVALS REQUIRED:
1. Traffic Commission

PROJECT ISSUES:

The proposal for the walkway includes the use of a material (asphalt/concrete) which is identified in the Policy and Standards for Public Way Design as one to be avoided.

BACKGROUND:

The Planning Commission has approved a Use-Permit for a lot-line adjustment and Design Study for two single family attached homes on the NW corner of Junipero and Eighth. Also approved was a use permit for a lot-line adjustment. One of the conditions required the inclusion of a plan to "continue a pedestrian sidewalk along Eighth Avenue for use by the public on public property that will further protect the health, safety, and welfare of the community" between Mission and Junipero. The Traffic Committee at its September 3, 2003 meeting recommended modifying the condition to require the sidewalk be relocated to the south side of 8th Avenue.

PROJECT DESCRIPTION:

The applicant proposes to construct a meandering four feet wide concrete/asphalt walkway approximately 220 linear feet in length along 8th Avenue between Junipero and Mission Streets. The proposed walkway will effectively remove four existing on-street parking spaces. The proposed design will not adversely affect the existing vegetation.

DISUSSION OF ISSUES:

The City's Policy and Standards for Public Way Design recommend a standard urban sidewalk be made of a material allowing for percolation of water, avoiding the use of blacktop and plain concrete. Recommended instead are sand-set pavers. The Public

Works Director and the Building Official reviewed the proposed walkway and determined that due to its proximity to the tour parking area and adjacent commercial areas, the path would be a major destination used by numerous people and should be constructed of a more durable material. The proposed surface would allow ADA accessibility and avoid a loose footing and erosion from heavy foot-traffic.

SUMMARY:

The proposed design meets the criteria set forth in section 12.04 of the Municipal Code and the Residential Design Guidelines which call for preserving the forest character while allowing safe public access. The sidewalk will be ADA accessible and will allow the continuation of the existing public walkway from Junipero.

RECOMMENDATIONS:

As recommended by the Traffic Committee, staff recommends approval of the revision to Condition #8 of Use Permit 01-24.

CITY OF CARMEL-BY-THE-SEA

DEPARTMENT OF COMMUNITY PLANNING AND BUILDING

FINDINGS FOR DECISION

DR 01-04/UP 01-24
NW Corner of Junipero and Eighth Avenues
Block 89: Lot: 25 and 26 5 February 2003

CONSIDERATION: The applicant requests approval of a Use Permit for a lot line adjustment and a Design Review permit to construct two single-family residential dwellings on 2,000 and 3,000 square foot lots in the Residential and Limited Commercial (RC) District.

FINDINGS OF FACT:

1. That the property is currently two 2,500 square foot legal lots of record located at the northwest corner of Junipero and Eighth Avenues (Block 89; Lot 25 and 26) and the lots are zoned Residential and Limited Commercial (RC). The lots are also located in the Archaeological Significance (AS) Overlay District.

2. That the property contains a moderate upward slope towards the rear property line at approximately fifteen percent (15%).

3. That on 25 January 2001, the applicant submitted an application to adjust the existing lot line to create a 2,000 and a 3,000 square foot parcel, and construct two new single-family residential dwellings.

4. That the project site is currently void of any structures or buildings.

5. That review of this project is subject to a design review application and the standards contained in Municipal Code Chapters 17.12 and 17.43.

CONDITIONS AND STANDARDS FOR USE PERMIT APPROVAL OF A LOT LINE ADJUSTMENT

1. That the proposed lot line adjustment shall not increase or create a zoning nonconformity in that the two new lots meet all standards for development as independent parcels.

2. That the proposed lot line adjustment shall not increase or create any zoning violations or any other kind of illegality in that the two new lots are legal parcels that meet all standards for development independently.

3. That the proposed lot line adjustment shall not create an additional building site in that the current configuration of lots 25 and 26 in block 89 are independently developable in the current configuration.

4. That the current site does not contain any zoning nonconformities and the lot line adjustment shall meet all zoning requirements and not create any zoning nonconformities.

5. That the proposed lot line adjustment will increase the average length of frontage on public streets since both new lots will front on either Eighth Avenue or both Eighth Avenue and Junipero Avenue.

6. That the current lot lines are straight and the proposed lot line adjustment will not straighten the lot lines nor make the lot lines less straight since the proposed lot line adjustment is turning the lot line that separates two independently developable lots from east/west to north/south

7. That the current lots are rectangular and the proposed lots are rectangular.

8. That as permitted by Municipal Code Section 17.43.030.I and 17.43.030.J Conditions have been added that require the applicant to continue a pedestrian sidewalk along Eighth Avenue for use by the public on pubic property that will further protect the health, safety, and welfare of the community.

9. That as a result of the proposed lot line adjustment, a driveway and parking area will be relocated to Junipero Avenue and that the Forest and Beach Commission has reviewed the project to ensure that the relocation shall protect existing significant trees.

DECISION: The Use Permit and Design Review applications are approved subject to the following Conditions.

CONDITIONS OF APPROVAL:

1. All subsequent activities on either parcel including, but not limited to, approval of use permits, and approval of additions and alterations shall be subject to City review and approval according to the findings and conditions of this permit. No activity shall be approved nor undertaken unless it conforms to the findings and conditions of the use permit and design review application.

2. This permit constitutes a land use entitlement to construct two single-family residences on two newly formed lots. No part of this project shall be implemented in reliance of this permit unless the entire project is implemented.

3. No business activities shall be permitted on either lot unless a permit amendment is submitted and approved by the City prior to establishment on the premises. Any future applications to conduct commercial activities on either lot in the future will be reviewed for the proposals' impact on off-street parking, floor area ratio, coverage and the pertinent dimensional and design standards for the RC District.

4. No commercial use shall be allowed to operate from either residential unit within the project. Neither residence shall be partitioned, divided or subdivided to create more than the two units or the two lots authorized by this permit. Neither residence shall be leased, subleased occupied, rented or let for, in connection with, any timeshare or time interval ownership agreement. Neither residence shall be rented, leased, subleased or otherwise made available to any person for any period of time of 30 consecutive calendar days or less.

5. Both residential units shall be accessed by its own entry/exist door as shown on the approved project plans and shall be independently metered for water. Both residences shall be maintained on the site in good repair.

6. Trash, garbage and containers for recycling materials shall be stored on private property, screened from public view and disposed of in the manner established in Chapter 16, Title 8 of the Municipal Code.

7. The parking garage shall be used only for parking vehicles, storage and the housing of utilities, trash, garbage and recycling materials. All parking spaces shall be reserved and permanently assigned for tenants of each unit on the parcel. These spaces shall not be rented, leased or sold separately.

8. As part of the building permits to construct the project, the permittee shall be responsible for undergrounding all new and existing overhead utility lines fronting either lot without erecting any new permanent poles. Alternatively, the permittee shall pay equivalent funding to the City for undergrounding 50 linear feet of the utilities based on estimated costs provided by the utility companies, or a lesser amount to be determined by the Director of Public Works.

9. If excessive groundwater or seepage is encountered during excavation or construction, such conditions shall be mitigated in a manner approved by the Building Official of the City.

10. All new utility connections serving either residence shall be installed on private property and screened from public view. Meters shall not be installed in areas used for pedestrian circulation and shall be installed in the garages, paved areas on site or as a last resort in landscaped areas on the site. Plans illustrating such placement of utility meters shall be submitted on the building plans for approval by the City.

11. The City reserves the right to require bonding or equivalent financial security for maintenance of the landscaped areas on the project site.

12. The applicant shall submit the draft landscape plan approved by the Planning Commission for review by the City Forester prior to issuance of a building permit. The plan shall include drip irrigation systems set on timers and shall be maintained by the property owners. The landscaping and irrigation system shall also serve the public right-of-way along Eighth Avenue and be maintained by the property owners' expense.

13. The applicant shall be responsible for installing and maintaining public way improvements adjacent to the project including new sidewalks, curb and gutter, and landscaping improvements in conformance with all current City requirements for the public way. An improvement plan for the public way shall be submitted for review and approval by the Planning Director prior to issuance of a building permit. The plan shall provide an improved sidewalk surface treatment that compliments the character of the commercial district consistent with the City's policies on improvements in the public way. The plan shall also provide for a sidewalk along the north side of Eighth Avenue adjacent to the Scout House (Block 89, Lot 20). The applicant shall design and install this sidewalk at their sole expense.

14. Buildings authorized by this permit shall use fire retardant materials and sprinklers that meet the requirements of the State Uniform Building and Fire Codes.

15. Prior to issuance of a building permit for grading the permittee shall submit a plan for approval by the Department of Community Planning and Building defining the excavation and disposal activity associated with the project. The plan shall define truck/hauling routes through the City, the proposed disposal site, and any street closures or traffic interruptions necessary or anticipated.

16. A soils report shall be prepared by a qualified engineer as part of the design process to define the amount of cuts and fills required and to establish a drainage plan to accommodate peak storm events and prevent erosion and damage to property. Drainage facilities shall be reviewed by the City Engineer and coordinated with the area-wide drainage plan administered by the department of Public Works. The City reserves the right to require off-site drainage improvements or equivalent funding for such improvements determined to be necessary to upgrade drainage infrastructure to meet the incremental demands generated by this project.

16. Grading and excavation activities shall be prohibited during the months of November through March unless a temporary erosion control plan is submitted and approved by the City. Hours of construction shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Friday.

17. Approval of this permit is conditioned on the applicant receiving a building permit within one (1) year of Planning Commission approval of the project. The City may authorize an extension of this permit for a period of up to one (1) additional year provided that the Municipal Code regulations have not been changed related to the findings and conditions of this permit.

18. All trees on the site shall be protected during demolition by methods approved by the City Forester. No trees shall be removed by the future site development until the applicant has obtained approval by the City Forester and Forest and Beach Commission. The removal of trees from the site shall not occur until a plan has been approved by the Planning Commission to develop a new dwelling on the property.

19. If during construction any tree roots larger than two inches (2") are encountered during construction, the City Forester shall be contacted before cutting the roots. If roots larger than two inches (2") in diameter are cut without prior City Forester approval or any significant tree is endangered as a result of construction activity, the building permit will be suspended and all work stopped until an investigation by the City Forester has been completed.

20. All development on the building sites shall comply with the design and zoning regulations with the City.

21. The applicant shall submit in writing any proposed changes to the project plans approved by the Planning Commission prior to incorporating changes on the site. The project will be reviewed for its compliance to the approved design study plans prior to final inspection by the Building Inspector.

22. Exterior lighting shall be limited to 25 watts or less per fixture. Landscape lighting shall be limited to 15 watts or less per fixture.

23. All water fixtures within the premises in which the use is located shall be retrofitted with water conservation hardware and shall be inspected for conformance with the standards contained in 15.28.020 of the CMC prior to establishment of the use.

24. The interior of the garages require illumination in conformance with the requirements of the Uniform Building Code and such lighting will be visible to the public.

25. The applicant will submit copies of the drainage and soils reports for development on the site, preliminary title report and applicable CC&R's and other requirements contained in the Subdivision Map Act of California.

26. The use of the two residences shall be conducted in a manner consistent with the presentations and statements submitted in the application and at the public hearing, and any change in use that would alter the findings or conditions adopted as part of this permit shall require approval of a new use permit by the Planning Commission.

27. Violation of the terms of this use permit or other ordinances of the City may constitute grounds for revocation of this use permit. Upon termination or revocation of this use permit for any reason, the use shall immediately cease and shall not be re-established without issuance of a new use permit.

28. Prior to issuance of a building permit, the applicant shall pay the parking in lieu fee in the amount of $24,990 for the ½ parking space required under Municipal Chapter 17.34.

29. The applicant shall prepare a Phase I archaeological study consistent with the Archaeological Resources Management Report format prior to issuance of any building permits.

DRAFT

CITY OF CARMEL-BY-THE-SEA
COMMUNITY TRAFFIC SAFETY COMMISSION

MINUTES OF MEETING

Regular Meeting
City Hall Council Chambers
East Side of Monte Verde Street
Between Ocean and 7th
Carmel-by-the-Sea, California

September 3, 2003
Wednesday
3:00 p.m.

I. CALL TO ORDER AND ROLL CALL

COMMISSIONERS PRESENT: Carl Roetter
Lee Eldred
Warren Neidenberg
Erik Bethel
Robert Clifford

STAFF MEMBERS PRESENT: Corporal Steve Rana
Martha L. Nilsson, Secretary

II. PLEDGE OF ALLEGIANCE

Chairman Roetter led the Commissioners in the Pledge of Allegiance.

III. APPEARANCES

None

IV. ANNOUNCEMENTS

A. Announcements & Reports from the Police Department

- Mark Liskin submitted a request for a "slow-blind curve" sign at W/San Antionio and Fourth Street. Corporal Steve Rana said the department "will be looking into it".

V. CONSENT CALENDAR

A. Ratify the minutes of the meeting of August 6, 2003 meeting.

A MOTION WAS MADE BY BETHEL, SECONDED BY NEIDENBERG, TO APPROVE THE MINUTES OF THE AUGUST 6, 2003 MEETING AS WRITTEN. THE MOTION PASSED UNANIMOUSLY.

VI. ORDERS OF BUSINESS

B. Planning Director, Christi di Orio, made a report to the commissioners about the proposed Eighth Street pedestrian pathway relating to the approved application by Mackey and Mandurago for a 2 unit condominium complex on the NW corner of Junipero and Eighth. The pedestrian pathway is being proposed to be placed on the south side of Eighth Street due to grading issues.

A MOTION WAS MADE BY ROETTER, SECONDED BY LEE, TO ENDORSE AND SUPPORT THE PROPOSED WALKWAY AS PROPOSED. THE MOTION PASSED UNANIMOUSLY.

C. Corporal Steve Rana reported on proposed loading zone on San Carlos Street. Women's Club President, Joan McHenry and Vice-President Fleece Dennis appeared before the Commission to explain the parking problems at the Women's Club.

A MOTION WAS MADE BY NEIDENBERG, SECONDED BY ELDRED, THAT THE TRAFFIC COMMISSION ENDORSE THE PROPOSED LOADING ZONE ON SAN CARLOS AND 9TH. ELDRED. THE MOTION PASSED UNANIMOUSLY.

D. Commissioner Roetter presented the Commission with a Work Plan to resolve residential traffic problems such as: Speeding Blind Hills, Curves and Obstructions, Lack of Sidewalks, Street Lights and Vegetation Overgrowth. After a lengthy discussion by the commission, it was decided to place this matter on the agenda for a future meeting.

VII. ADJOURNMENT

There being no further business to come before the Commission, A MOTION WAS MADE BY ROETTER, AND SECONDED BY CLIFFORD TO ADJOURN THE MEETING AT 5:00 P.M. THE MOTION PASSED UNANIMOUSLY.

ATTEST: Respectfully submitted,

Carl Roetter, Chairman

Martha L. Nilsson, Secretary

MACKEY RESIDENCE
N/W Co. of 8th. & JUNIPERO
CARMEL-BY-THE-SEA, CA 93921

2226

3

7-29-03

MANDURAGO MANDURAGO & SULLIVAN INC.

Proposed
PEDESTRIAN WALK
SCALE: 1" = 10'-0"

NOTE:
PEDESTRIAN WALK TO BE
PAVED WITH CONC. ASPHALT.

JUNIPERO AVENUE
(A 180' WIDE CITY STREET)

8'(± AVENUE
(A 50' WIDE CITY STREET)

MISSION STREET
(A 50' WIDE CITY STREET)

BLOCK 89
LOT 24

LOT 26

LOT 25

LOT 18

LOT 20

BLOCK 98

CITY OF CARMEL-BY-THE-SEA
PLANNING COMMISSION
AGENDA CHECKLIST

MEETING DATE: 12 November 2003 BLOCK: LOT:

FIRST HEARING X or CONTINUED FROM:

ITEM NO:

OWNER:
ARCHITECT/DESIGNER:
STREAMLINING DEADLINE:

SUBJECT:
Consideration of minutes for the 8 October 2003 Planning Commission meeting.

LOCATION: ZONING:

ISSUES:

OPTIONS:
1. Approve the minutes as submitted
2. Amend and approve the minutes
3. Deny the minutes

RECOMMENDATION:

1. Approve the minutes as submitted

ATTACHMENTS:

1. Minutes of 8 October 2003.

STAFF CONTACT: Anne Morris, Planning Services Coordinator

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CITY OF CARMEL-BY-THE-SEA

PLANNING COMMISSION

MINUTES

Regular Meeting — 8 October 2003
Recorded — 3:15 p.m.

The Regular Meeting of the Planning Commission of the City of Carmel-by-the-Sea, California was held on the above date at the stated hour of 3:15 p.m. Chairman Strid called the meeting to order and the roll was called.

I. ROLL CALL

PRESENT:	COMMISSIONERS:	CULVER CUNNINGHAM HEWER WILSON STRID, CHAIRMAN
ABSENT:	COMMISSIONERS:	NONE
ALSO PRESENT:	DIRECTOR	DI IORIO
	CONTRACT PLANNER	CARAKER
	SECRETARY	MORRIS

II. TOUR OF INSPECTION

The Planning Commission left at 3:05 p.m. to tour the following sites: Marson, Mackey, Spieker, and Fink. The meeting was reconvened at 4:30 p.m.

III. PLEDGE OF ALLEGIANCE

The Planning Commission and those present pledged allegiance to the flag.

IV. ANNOUNCEMENTS FROM DIRECTOR OR CHAIR

V. APPEARANCES

Alan Patterson appeared to address the topic of Track Three Design Study and to read from the City Council minutes. A group of architects and builders had proposed several changes to the Track Three Design Study to the City Council. The proposals had been referred to the Planning Commission by the City Council and Mr. Patterson asked why it did not appear on the Planning Commission agenda.

Mr. Patterson said that submitting such an important change to the City Council without Planning Commission review was not the proper way to handle the issue. All the hard work done by so many people and the money spent on Design Traditions should not be undone without Planning Commission review. Mr. Patterson was of the mind that Design Traditions was an example of some of the best planning work in the country. Track Three allows some room for creativity and should not be viewed as a threat. He said the one staff person who knows Design Traditions inside and out is Brian Roseth and he should be accountable to the Planning Commission for the way Track Three is being handled.

Director di Iorio said that the direction received from the City Council was not to proceed at this time with the recommendations made by the group of contractors and architects. Perhaps Track Three would be reviewed by the Planning Commission and considered by the City Council at a later date. The material that was forwarded to the Coastal Commission was the same material reviewed by the Historic Preservation Board, the Design Review Board, the Planning Commission and City Council and which did not include Track Three.

VI. CONSENT AGENDA

1. Consideration of minutes for the 27 August and 10 September 2003 Planning Commission meetings.

2. DS 03-13
   Phillip Marson
   N/s 1st between Torres and Junipero
   Block 7, lots 8 and 10

   Consideration of a Design Study application for alterations to an existing historic resource located in the Residential (R-1) District.

3. DR 03-24/UP 01-24
   Don Mackey
   NW corner Junipero and 8th
   Block 89, lots 25 and 26

   Consideration of a revision to Condition #8 of Use Permit 01-24 to allow the relocation of the public walkway from the north side of Eighth Avenue between Junipero and Mission to the south side of the street.

Director di Iorio noted a correction of the minutes of 10 September 2003. Commissioner Cunningham requested that items 2 and 3 be pulled from the Consent Agenda.

Motion of **HEWER/CUNNINGHAM TO ACCEPT THE MINUTES AS CORRECTED CARRIED ON THE FOLLOWING ROLL CALL VOTE:**

AYES:	COMMISSIONERS:	Cunningham, Hewer, Wilson, and Strid
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None
ABSTAIN:	COMMISSIONERS:	Culver

VII. CONSENT AGENDA (PULLED ITEMS)

2. DS 03-13
   Phillip Marson
   N/s 1st between Torres and Junipero
   Block 7, lots 8 and 10

   Consideration of a Design Study application for alterations to an existing historic resource located in the Residential (R-1) District.

Commissioner Cunningham questioned the duration of time in the planning process between when an application is reviewed by an architectural historian and by the Historic Preservation Committee and when drawings and a staff report are presented to the Planning Commission. He was concerned about the possibility that something of significance would happened during that time and suggested that the process be tightened up.

Contract Planner Caraker said that once the historian looks at a set of plans, any changes would be outlined in the staff report.

Director di Iorio noted that the applicant may choose to make changes suggested by the architectural historian or the Historic Preservation Committee and perhaps those areas of change could be clouded for the Planning Commission.

Motion of **CUNNINGHAM/CULVER TO APPROVE AS CONDITIONED CARRIED ON THE FOLLOWING ROLL CALL VOTE:**

AYES:	COMMISSIONERS:	Culver, Cunningham, Hewer, Wilson, and Strid
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None

3. DR 03-24/UP 01-24
Don Mackey
NW corner Junipero and 8th
Block 89, lots 25 and 26

Consideration of a revision to Condition #8 of Use Permit 01-24 to allow the relocation of the public walkway from the north side of Eighth Avenue between Junipero and Mission to the south side of the street.

Commissioner Cunningham had three questions: what is the motivation for moving the sidewalk from the north side to the south side; what responsibility does the City have to the property owners on the south side of Eighth to advise them of the City's intentions so that they have an opportunity to comment; and how much consideration should loosing four parking spaces be given in approving the change?

Chairman Strid asked whether Condition 8 reflected the change of location and Director di Iorio responded that it did not and that it would be changed.

Director di Iorio noted that the Director of Public Works, the Police Chief, the Building Official and City Forester looked at the site and recommended that the walkway be moved to the south side of Eighth due to extreme site conditions and significant trees. The proposal was taken to the Traffic Committee and the decision was that the need for pedestrian access outweighed the need for four parking spaces. Condition 8 should read "...that require the applicant to continue a pedestrian sidewalk along the south side of Eighth Avenue between Junipero and Mission Streets for use by the public on public property..."

Commissioner Cunningham was concerned that the property owners be notified and have an opportunity to respond before approving the application.

Commissioner Culver agreed with Commissioner Cunningham's comments and noted that the diagram in the packet showed a cross walk at Eighth and Junipero but the site visit showed no crosswalk. A crosswalk crossing Eighth is proposed and should be a condition. Read "pedestrian walkway and crosswalk."

Motion of **HEWER/CULVER TO APPROVE THE AMENDMENT TO THE USE PERMIT WITH THE ADDED CONDITION THAT THE APPLICANT BE RESPONSIBLE FOR THE CROSSWALK AND THAT THE PROPERTY OWNERS ON THE SOUTH SIDE OF EIGHT AVENUE BE NOTIFIED OF THE PROJECT AND ENCOURAGED TO RESPOND IN WRITING CARRIED ON THE FOLLOWING ROLL CALL VOTE:**

AYES:	COMMISSIONERS:	Culver, Cunningham, Hewer, Wilson, and Strid
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None

VIII. PUBLIC HEARINGS

1. UP 03-13
   Cypress Inn Investors
   NE corner Lincoln and 7th
   Block 75, lots 16, 18, 20, and 22

   Consideration of an amendment to a Commercial Use Permit for the conversion of a restaurant use to hotel rooms in an existing inn located in the Central Commercial (CC) District. **CONTINUED TO NOVEMBER 12, 2003.**

2. DS 03-84
   Steve Kallison
   E/s Mission between Vista and 1st
   Block 5½, lot 16

   Consideration of a Design Study (Concept Review) application of a rebuild of an existing single family dwelling with a new detached garage located in the Residential (R-1) District. **REFERRED TO THE DESIGN REVIEW BOARD.**

3. UP 03-35
   Sandya Kolar
   E/s Crespi between Mt. View and Flanders
   Block 104, lot 2

   Consideration of a residential Use Permit for a guesthouse located in the Residential (R-1) District. **CONTINUED TO NOVEMBER 12, 2003 AT THE REQUEST OF THE APPLICANT.**

4. UP 03-28
   Warren Spieker
   E/s Carmelo between 10th and 11th
   Block Q, lots 12 and 14

   Consideration of Track Three Design Study (Concept and Final Review) and Use Permit applications for the rehabilitation of, and addition to, an existing historic, two-story auxiliary structure with a bar sink and construction of a detached garage with exceptions to the composite side yard setback on a property located in the Residential (R-1) District. **CONTINUED FROM SEPTEMBER 10, 2003.**

Chairman Strid stepped down due to conflict of interest and Vice Chairman Hewer assumed the chair. Contract Planner Caraker presented the staff report reviewing the proposal and the conditions of approval. Director di Iorio suggested adding condition #6 that would change the three-foot side yard setback to four feet.

Commissioner Cunningham asked what classification the subordinate was and what the ramifications were of that status. Director di Iorio responded that approval for the subordinate units for this property was granted under a use permit in the 1980s.

Vice Chairman Hewer opened the public hearing. Eric Miller, architect representing Mr. Spieker, appeared to say that the previous owner of the property had been given permission for the subordinate units during the City's window of opportunity when he could register the units. Mr. Spieker was interested in restoring an historic, single-family residence and in eliminating the oversized subordinate units. The concerns of Mrs. Yateman, neighbor to the south, were addressed by moving the garage one foot to the north so that pittosporum could be planted.

Commissioner Wilson thought the 12:12 pitch and the encroachment of the garage into the front setback made the garage unnecessarily obtrusive. Mr. Miller explained that the historic preservationist wanted the garage to look different from the historic house and he explained his reasons for designing the garage the way he did. Commissioner Hewer also voiced his opposition to the garage roof and that that if the pitch were lowered it would be less obtrusive. Commissioner Cunningham had questions regarding privacy issues and Mr. Miller pointed out the positioning of windows.

Anna Yateman, neighbor to the south, agreed with the choice of pittosporum as plant material. There were no other appearances and the public hearing was closed.

Commissioner Culver agreed with the comments regarding the garage. Commissioners Cunningham and Wilson spoke to the additional windows on the east side and Mr. Miller said he was agreeable to moving the window to the north side or using opaque glass.

Motion of **WILSON/CULVER TO APPROVE THE APPLICATION WITH THE CONDITIONS SET FORTH ON PAGE 6 OF THE STAFF REPORT AND WITH THE ADDED OF CONDITIONS TO INSTALL OPAQUE WINDOWS OR MOVE THE WINDOWS TO THE NORTH ELEVATION IN INTERESTS OF PRIVACY; TO REMOVE THE GARAGE DORMER AND ALLOW A ROOF PITCH NO GREATER THAN 7:12; THAT THE EXISTING PITTOSPORUM BE REPLACED WITH NEW PITTOSPORUM; AND MOVE THE GARAGE ONE FOOT TO THE NORTH CARRIED ON THE FOLLOWING ROLL CALL VOTE:**

AYES:	COMMISSIONERS:	Culver, Cunningham, Wilson, and Hewer
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	Strid

Chairman Strid returned to his seat.

IX. DESIGN REVIEW (COMMERCIAL)

1. DR 03-14
   David Fink
   E/s Monte Verde between Ocean and 7th
   Block 74, lots 18 and 20

   Consideration of Design Review and Historic Designation applications for alterations to an existing, historic, nonconforming hotel located in the Residential and Limited Commercial (RC) District.

Contract Planner Caraker presented the staff report and reviewed the proposed changes and the conditions of approval. Commissioner Culver questioned the Historic Preservation Committee condition regarding entry doors and Director di Iorio explained that the Historic Preservation Committee had recommended the removal of Condition 1 that had approved the entry doors and requested that the door details be brought back to them for review.

Chairman Strid opened the public hearing. City Attorney Don Freeman noted that Kent Seavey, who has done work for the City, is today representing the applicant. Todd Bessiere, attorney representing David Fink, appeared to discuss the new handicapped bathroom and the nonconforming breakfast nook. He presented a transcript from the Historic Preservation Committee meeting that stated that a simple glass and wood panel entry door would meet the standards for new materials and features and would allow views into the interior courtyard. Mr. Seavey's statement at that meeting also supported the door design.

Regarding whether the courtyard should remain open, Mr. Bessiere cited a section of the Carmel Municipal Code that existing courtyards are to be conserved. The applicant is not proposing to change the courtyard, only a change of bathroom location. The breakfast nook has existed for 35-40 years and the nonconforming section of the code does not apply. The Planning Commission may offer incentives to owners of historic buildings.

Commissioner Wilson asked how breakfast was provided to guests. David Fink said that the breakfast is a self-serve breakfast but in the future they plan to serve the hotel guests. There were no other appearances and the public hearing was closed.

Commissioner Cunningham noted that the Historic Designation was a separate issue. He thought that the proposed doors limit public access as is required by the historian. Commissioner Hewer agreed with the comments made by Commissioner Cunningham.

David Fink, applicant, appeared to say that the handicapped bathrooms were moved because the existing space was too small to convert into a handicapped space. Mr. Fink also mentioned that a former owner of the Sundial, Bud Allen, had wrought iron gates at the entrance with a buzzer.

Commissioner Culver asked when the proposed doorways would be open to the public and Mr. Fink responded from 7:00 a.m. to midnight. Commissioner Culver asked what the proposed design was for the glass doors and Mr. Fink responded that the glass door was recommended to him as a way to differentiate from the carved doors inside. His main concern was having a door that could be secured during the night. Commissioner Hewer asked why two doors were being proposed and Mr. Fink responded that weather could come from either the east or west. Commissioner Wilson asked whether Mr. Fink considered his courtyard private or open to anyone and he responded that the courtyard was open to the public during business hours.

Commissioner Culver cited Section 17.41.070 from the Municipal Code regarding historic structures whereby the Planning Commission may grant the applicant incentives in the way of relief from zoning regulations. Commissioner Hewer thought the Secretary of Interior Standards wouldn't allow glass doors but Commissioner Culver pointed out that the Historic Preservation Committee recommended that the Planning Commission approve the doors.

David Fink said that he was voluntarily requesting local designation and wanted to get started with his project. He didn't see how a glass door that would be open most of the time would keep the courtyard from being uninviting. Director di Iorio said that if designated, the Planning Commission could grant the applicant relief from the zoning standards. Commissioner Culver said that in some sense an applicant is handcuffed because twenty years in the future the codes might change and the applicant couldn't do anything with his property.

Todd Bessiere, attorney for the applicant, proposed a condition that the doors be left open from 7 a.m. to 11 p.m.

Motion of **WILSON/CULVER TO APPROVE THE HISTORIC DESIGNATION AND THE DESIGN REVIEW APPLICATION WITH THE ELIMINATION OF CONDITION 1, RETAINING CONDITION 4 UNTIL CLARIFICATION CAN BE PROVIDED REGARDING THE SERVING OF FOOD, AND ADDING THE CONDITION THAT THE TRANSPARENT DOORS BE APPROVED BY THE HISTORIC PRESERVATION COMMITTEE AND BE PROPED OPEN FROM 7:00 A.M. TO 11:00 P.M. UNLESS WEATHER PROHIBITS CARRIED ON THE FOLLOWING ROLL CALL VOTE:**

AYES:	COMMISSIONERS:	Culver, Cunningham, Hewer, Wilson, and Strid
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None

X. ADMINISTRATION

1. DS 02-70
   William Callahan
   E/s Torres between 3rd and 4th
   Block 38, lot 14

   Progress report on placement of Red Tag and subsequent removal.

Director di Iorio stated that the memo was informational only and no Planning Commission action was required.

XI. PUBLIC ANNOUNCEMENTS

Commissioner Wilson asked what happened to Track Three discussion that was referred to earlier in the meeting. Commissioners Wilson, Strid and Cunningham had no recollection of any discussion regarding Track Three. Commissioner Hewer said that the City Council had held some discussion on Track Three but not at the Planning Commission level. Director di Iorio explained that the deletion of Track Three had been contained in the errata sheet handed out at the meeting of August 27, 2003. Commissioner Wilson thought that Track Three should be discussed by the Planning Commission at some point.

XII. ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting was adjourned at 6:50 p.m.

_____
Anne Morris, Secretary

ATTEST:

_____
Bill Strid, Chairman

DRAFT

CITY OF CARMEL-BY-THE-SEA
COMMUNITY TRAFFIC SAFETY COMMISSION

MINUTES OF MEETING

Regular Meeting
City Hall Council Chambers
East Side of Monte Verde Street
Between Ocean and 7th
Carmel-by-the-Sea, California

September 3, 2003
Wednesday
3:00 p.m.

I. CALL TO ORDER AND ROLL CALL

COMMISSIONERS PRESENT: Carl Roetter
Lee Eldred
Warren Neidenberg
Erik Bethel
Robert Clifford

STAFF MEMBERS PRESENT: Corporal Steve Rana
Martha L. Nilsson, Secretary

II. PLEDGE OF ALLEGIANCE

Chairman Roetter led the Commissioners in the Pledge of Allegiance.

III. APPEARANCES

None

IV. ANNOUNCEMENTS

A. Announcements & Reports from the Police Department

- Mark Liskin submitted a request for a "slow-blind curve" sign at W/San Antionio and Fourth Street. Corporal Steve Rana said the department "will be looking into it".

V. CONSENT CALENDAR

A. Ratify the minutes of the meeting of August 6, 2003 meeting.

A MOTION WAS MADE BY BETHEL, SECONDED BY NEIDENBERG, TO APPROVE THE MINUTES OF THE AUGUST 6, 2003 MEETING AS WRITTEN. THE MOTION PASSED UNANIMOUSLY.

VI. ORDERS OF BUSINESS

B. Planning Director, Christi di Orio, made a report to the commissioners about the proposed Eighth Street pedestrian pathway relating to the approved application by Mackey and Mandurago for a 2 unit condominium complex on the NW corner of Junipero and Eighth. The pedestrian pathway is being proposed to be placed on the south side of Eighth Street due to grading issues.

A MOTION WAS MADE BY ROETTER, SECONDED BY LEE, TO ENDORSE AND SUPPORT THE PROPOSED WALKWAY AS PROPOSED. THE MOTION PASSED UNANIMOUSLY.

C. Corporal Steve Rana reported on proposed loading zone on San Carlos Street. Women's Club President, Joan McHenry and Vice-President Fleece Dennis appeared before the Commission to explain the parking problems at the Women's Club.

A MOTION WAS MADE BY NEIDENBERG, SECONDED BY ELDRED, THAT THE TRAFFIC COMMISSION ENDORSE THE PROPOSED LOADING ZONE ON SAN CARLOS AND 9TH. ELDRED. THE MOTION PASSED UNANIMOUSLY.

D. Commissioner Roetter presented the Commission with a Work Plan to resolve residential traffic problems such as: Speeding Blind Hills, Curves and Obstructions, Lack of Sidewalks, Street Lights and Vegetation Overgrowth. After a lengthy discussion by the commission, it was decided to place this matter on the agenda for a future meeting.

VII. ADJOURNMENT

There being no further business to come before the Commission, A MOTION WAS MADE BY ROETTER, AND SECONDED BY CLIFFORD TO ADJOURN THE MEETING AT 5:00 P.M. THE MOTION PASSED UNANIMOUSLY.

ATTEST: Respectfully submitted,

Carl Roetter, Chairman

Martha L. Nilsson, Secretary

1 SC
Attachment 6

City of Carmel-by-the-Sea

Department of Community Planning & Building;
Public Works/Forestry & Beach
P.O. Drawer G
Carmel, CA 93921
(831) 620-2010 OFFICE/(831) 620-2014 FAX

PLAN CHECK/REVISION SUBMISSION

City Use Only This Section

Date Rec'd.: 3/22/05 Fee: $ 75.00 Receipt #: _____ By: _____

Existing Permit #: 04-25

APPLICANT SECTION

Complete items 1-8 in this section and provide additional information and/or plans as required to describe the work proposed. *SIGN THE BACK OF THIS FORM*

1. Project Location: 1 NW (Street the project is on) bet. 8TH and JUNIPERO

Block: 89 Lot(s): 25/26 Parcel #: 010 · 087 · 004

2. Legal Property Owner: DON MACKEY

Mailing Address: [redacted] P.O. Box _____

City: [redacted] State: [redacted] Zip: [redacted]

Telephone # [redacted] FAX: [redacted]

3. Contractor/Agent/Contact Person: DAN SILVERIE
(Circle One)

Mailing Address: ~~P.O. Box~~ P.O. Box: 223103

City: CARMEL State: CA Zip: 93922 Phone(831) 402·7985

City License #: 20484 State License #: 780912 / Type: B

Value of Project: $1.0M

Check the appropriate Department action proposed:

- [X] **PUBLIC WORKS DEPT.:** Encroachment/Sidewalk/curb-Gutter/Driveway/Utilities
- [ ] **FORESTRY/BEACH:** Tree removal/Pruning/Landscaping/Encroachment
- [X] **PLANNING/BUILDING:** Residential/Commerical/Structural/Architectural/Encroachment/Site Coverage/Exterior Changes
- [ ] **FIRE DEPARTMENT ACTION:** Fire Sprinkler System/Fire Alarm System

FULLY DESCRIBE ALL WORK PROPOSED: ADD OF PICKET FENCE & POST SHEET A1.1. APPROX. 5' PAST PROPERTY ON NORTH FACING 8TH REVISED PLANT PER SHEET L.1.

L.S. PLAN REVISIONS

Attachment 6

Applicant Acknowledgement

I understand and agree to comply with all pertinent conditions, standards and requirements as specified by the Carmel Municipal Code, State, County and Federal regulations pertaining to this permit application. I agree to properly maintain the subject work at no expense to the *City* and to indemnify the *City* from any liability arising from the permit issued. Acceptance by the City of the work described hereon is not a waiver of my obligations as stated herein.

Applicant Name (Print Clearly): DAN SILVERIE

Signature: [signature] Date: 3.23.05

CITY USE ONLY BELOW

Action:

Public Works: Approve/Disapprove

By:_____ Date:_____

Forestry/Beach: ~~Approve~~/Disapprove

By: M. Bronson Date: 3/30/05

Planning: Approve/Disapprove

By: [signature] Date: 3-28-05

Building: Approve/Disapprove

By:_____ Date:_____

Additional Requirements: (Circle each) Workers Comp/Liability Insurance/Driveway Grade & Drainage Agreement/ Hold Harmless Agreement

Comments/Conditions:_____

Flag ok if an encroachment permit is approved.
3-28-05 SL

MIKE CHECK

Attachment 6

PONTIAC GMC

Don Mackey

[redacted]

Phone: [redacted] Fax: [redacted]

Facsimile Transmittal Sheet

Attn: City of Carmel by the Sea.	From:
Company: Tim Mahoney	Date: Don Mackey
Fax Number: 831-620-2049	Date: 1/26/2006
Re:	Total No. Of Pages (Including Cover): 5

☐ Urgent ☐ For Review ☐ Please Comment ☑ Please Reply

Notes Or Comments:

Tim,

All the best in 2006.

I still would like your advice and guidance on the granite Rip Rap I had planned to put on the 8th street embankment. The city is protected by the insurance, plus the fact it looks pretty bad and I am afraid of bank erosion. Let me know your thoughts.

Thanks Don

Attachment 6

WHEN RECORDED, MAIL TO:

CITY OF CARMEL-BY-THE-SEA
BOX CC
CARMEL-BY-THE-SEA CA 93921

THIS SPACE FOR RECORDER'S USE ONLY

HOLD HARMLESS ENCROACHMENT AGREEMENT

AGREEMENT made this _____ day of _____, 20___, between the CITY OF CARMEL-BY-THE-SEA, hereinafter called CITY, and _____, hereinafter called OWNER, with reference to the following facts:

OWNER is in possession of and owns certain real property in CITY known as Block _____, Lot(s)_____, Assessor's Parcel No. _____, Zoning District _____, street location _____.

OWNER has requested from CITY permission to construct and maintain a structural encroachment on CITY street or sidewalk area adjacent to or near the property, described as follows:

_____

_____

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, agree as follows:

1. CITY grants permission to OWNER to construct and maintain a structural encroachment on CITY street or sidewalk area adjacent to or near OWNER'S property, as described above. Said permission is subject to the following conditions:

   a. Execution of this Hold Harmless Agreement and compliance with the provisions of paragraph 3 below.

   b. _____

      _____

2. OWNER, his successors and assigns, agrees to name CITY an additional insured and to hold CITY harmless from any and all claims, actions and demands of third parties of any kind, character and description arising out of or due to any accident or mishap in, on, or about said structural encroachment so constructed or so maintained or any error or omission resulting in personal injury or property damage.

3. OWNER agrees to provide CITY and maintain a certificate of insurance from an insurance carrier acceptable to CITY certifying that OWNER has public liability and property damage insurance with limits of not less than $500,000 combined single limit for personal injury and/or property damage for property located in the R-1 zoning district and limits of not less than $1,000,000

for property located in all other zoning districts. The certificate must indicate this insurance is primary over any other valid or collectible insurance CITY may have, insures owner's performance of this Hold Harmless Agreement and that the Carrier will notify CITY in the event of any material change in the policy, including the nonrenewal thereof. Said Certificate of Insurance must name CITY, its elected officials, officers, agents and employees as additional insured insofar as the insurance pertains to this encroachment. Owner further agrees to maintain said insurance as long as said encroachment remains on CITY property.

In the event of cancellation or nonrenewal, the insurance company will give thirty (30) days' written notice to CITY. The Certificate must be signed by an authorized employee of the insurance carrier and mailed to : City Clerk, Carmel-by-the-Sea, P. O. Box CC, Carmel-by-the-Sea, CA 93921.

4. CITY may terminate and revoke this Agreement at any time that it is determined by the City Council to be in the best interests of City and necessary to promote the public health, safety or welfare. Any expense caused to OWNER, his successors or assigns, by termination of this Agreement shall be borne by OWNER, his successors or assigns.

5. The parties agree that this contract is for the direct benefit of the land in that it makes the property more usable and increases its value, as such, agree that the covenants herein shall run with the land, and the parties agree that the covenants shall bind the successors and assigns of OWNER.

CITY OF CARMEL-BY-THE-SEA:

OWNER(S)

4/18/05

By: Richard Guillen, City Administrator

ATTEST:

Karen Crouch, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Monterey ss.

On _____, 20___, before me, _____,Notary Public, personally appeared _____, personally known to me **or** ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature of Notary

Attachment 6

DON MACKEY GMC

JANUARY 27,2006

TIM MARONEY
CITY OF CARMEL-BY THE SEA

FAX NO. 831-620-2014

IN REGARD TO THE CERTIFICATE OF INSURANCE, MR. MACKEY'S AGENT IS LAURIE PIKE (FARMERS INSURANCE) IN MONTEREY. WE REQUESTED THE NEW CERTIFICATE AND SHE ADVISED THAT THE CITY OF CARMEL IS LISTED IN THE POLICY AND IT IS AN ON GOING LISTING.

LAURIE'S PHONE NUMBER IS 831-373-2925, SHE WILL BE CALLING YOU REGARDING THIS ISSUE. SHOULD THERE BE ANY OTHER PROBLEM YOU CAN CALL ME AT [redacted] AND I WILL GET BACK INVOLVED.

BEST WISHES!

JOHN H. ATWELL
ASSISTANT TO DON MACKEY

Attachment 6

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 4/18/2005

PRODUCER
Jankovsky General Insurance Agcy
1131 N Country Club Rd
Tucson, Az 85716
520-325-5000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Mackey, Donald
[redacted]

INSURERS AFFORDING COVERAGE

INSURER A: Farmers Insurance Exchange
INSURER B: Truck Insurance Exchang
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$100000
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 1000
A	X Comp Pers Liab	[redacted]	11/04/04	11/04/05	PERSONAL & ADV INJURY	$100000
	GEN'L AGGREGATE LIMIT APPLIES PER:	9/16/2004			GENERAL AGGREGATE	$100000
	[X] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$5000000
	[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$5000000
B	[ ] DEDUCTIBLE	[redacted]	09-01-04	09-01-05		$
	[ ] RETENTION $	Collector Cyber Q				$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS [ ] OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Residence: Lot 25 Block 89, Carmel by the Sea, Carmel, Ca 93922
AKA: Northwest Corner of 8th & Junipero, Carmel. Ca 93922

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Attachment 6

City of Carmel-by-the-Sea

Department of Community Planning & Building

P.O. DRAWER G
CARMEL, CA 93921
(831)620-2010 office
(831) 620-2014 fax

Building Services Division

Project Plan Check List No. 1

RG-CA KP 11/25/05 JM

Applicant: MACKEY ***Contact***: Dan Silverie ***Designer/Architect***:

Description of Work: Landscaping and Encroachment Revisions

T. Meroney, Building Official ***Date***: 4/1/05

The following items have been found to be deficient from the set of plans as submitted for the above noted work description. Make all corrections as necessary on the originals or blue prints as noted below.

Provide a list of the location of all corrections made to expedite re-check.

Please Make Corrections on:

- ☐ Submit a signed notarized hold harmless agreement and liability insurance endorsement in the amount of $500,000 adding "the City, its employees, elected officials, officers and agents are additionally insured under the policy."

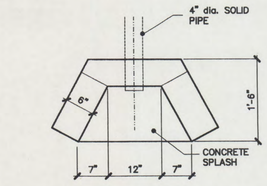
Planning Corrections: (CONROY)
NONE

Forest/Beach Dept. Corrections: (BRANSON)
NONE

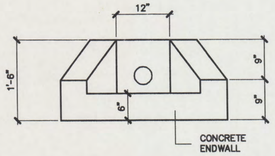
Fire Dept. Corrections:
NONE

LAS CASITAS RESIDENCES

CARMEL BY THE SEA, CALIFORNIA

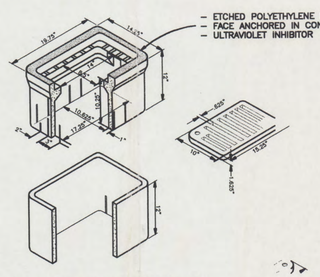


PLAN



ELEVATION

ENDWALL DETAIL (3 / A1.1) NO SCALE

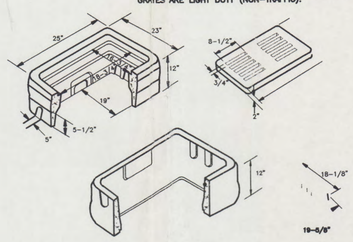


CHRISTY V9 DRAIN BOX

NTS

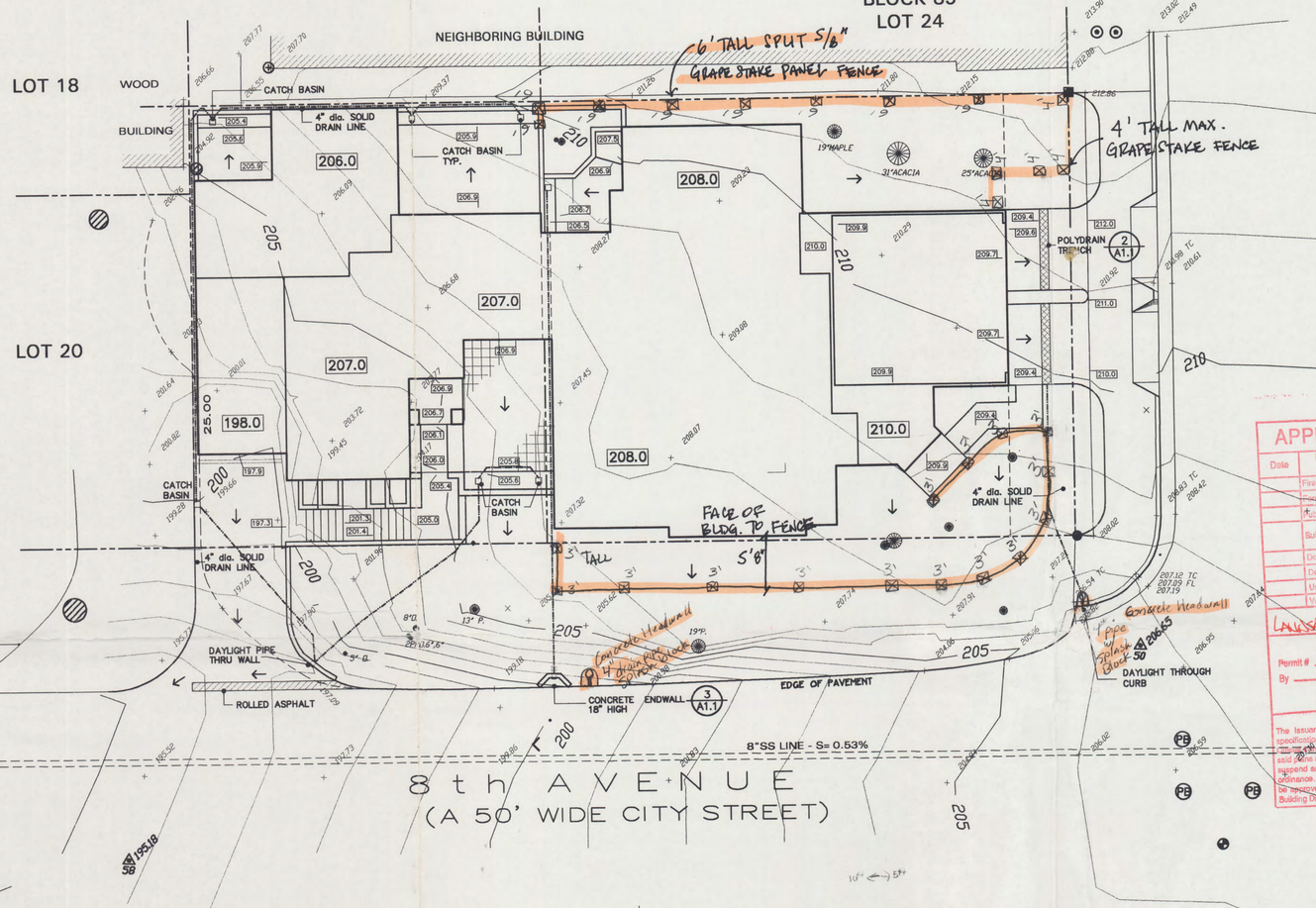
19-71C
GRATE

A CURB TYPE REINFORCED CONCRETE BOX FOR USE IN LIGHT DRAINAGE INSTALLATIONS. APPROXIMATE DIMENSIONS SHOWN. GRATES ARE LIGHT DUTY (NON-TRAFFIC).

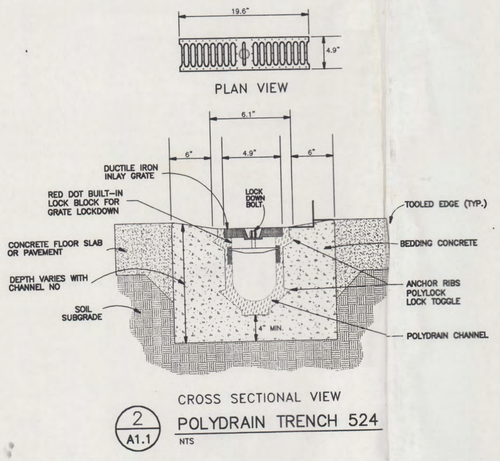


CHRISTY V24 DRAIN BOX

NTS



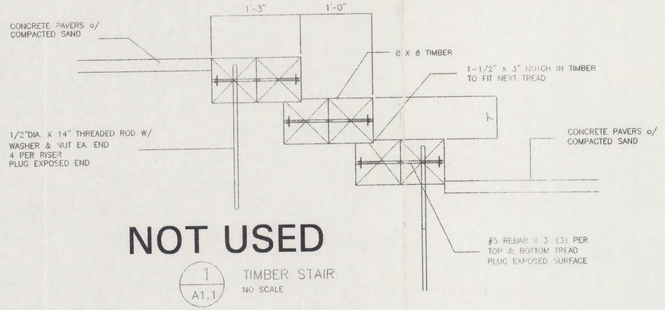
Attachment 7



CROSS SECTIONAL VIEW

POLYDRAIN TRENCH 524 (2 / A1.1)

NTS



NOT USED

(1 / A1.1) TIMBER STAIR

NO SCALE

N

DRAINAGE SITE PLAN

SCALE: 1/8" = 1'-0"

GRADING AND EXCAVATION ACTIVITIES SHALL BE PROHIBITED DURING THE MONTHS OF NOVEMBER THROUGH MARCH UNLESS A TEMPORARY EROSION CONTROL PLAN IS SUBMITTED AND APPROVED BY THE CITY. HOURS OF CONSTRUCTION SHALL BE LIMITED TO 8:00 a.m. TO 5:00 p.m. MONDAY THROUGH FRIDAY.

Concrete Headwall
6" Concrete Splash Block
2" Drainage pipe w/ Continues from Endwall

CUT and FILL APPROX.

226.8 c.y. CUT
9.7 c.y. FILL

OFF HAUL SOIL TO BE TRUCKED TO THE MARINA LANDFILL OR OTHER APPROVED SITE BY THE TRUCK ROUTE DESCRIBED BELOW

TRUCK ROUTE

TRUCKS DELIVERING AND REMOVING MATERIALS MUST FOLLOW CITY'S DESIGNATED TRUCK ROUTE:

CARPENTER TO 2ND TO JUNIPERO THEN TO THE JOB SITE ON EIGHTH.

APPROVED PLANS

Date	Department	Approved		
		Yes	No	Comments
	Fire Dept.			
	Forestry Dept.	X		
	Public Works			
	Building Height			
	Building Coverage			
	Design Study Req.	X		
	Design Rev. Comm.			
	Use Permit			
	Variance			

LA/SAS/ENCROACHMENT REVISIONS

*APPROVED

Permit # 04-25 Date 4/16/05

By _____

Building Official
City of Carmel-By-The-Sea

NOTICE

The issuance of a permit based upon the plans and specifications attached hereto shall not prevent the Building Official from thereafter requiring the correction of errors in said plans and specifications or from preventing construction when in violation of any code and/or ordinance. Any deviation from these plans shall be approved by the Building Official before any changes are made.

Las Casitas Residences
N/W Co. of 8th. & JUNIPERO
CARMEL-BY-THE-SEA, CA 93921

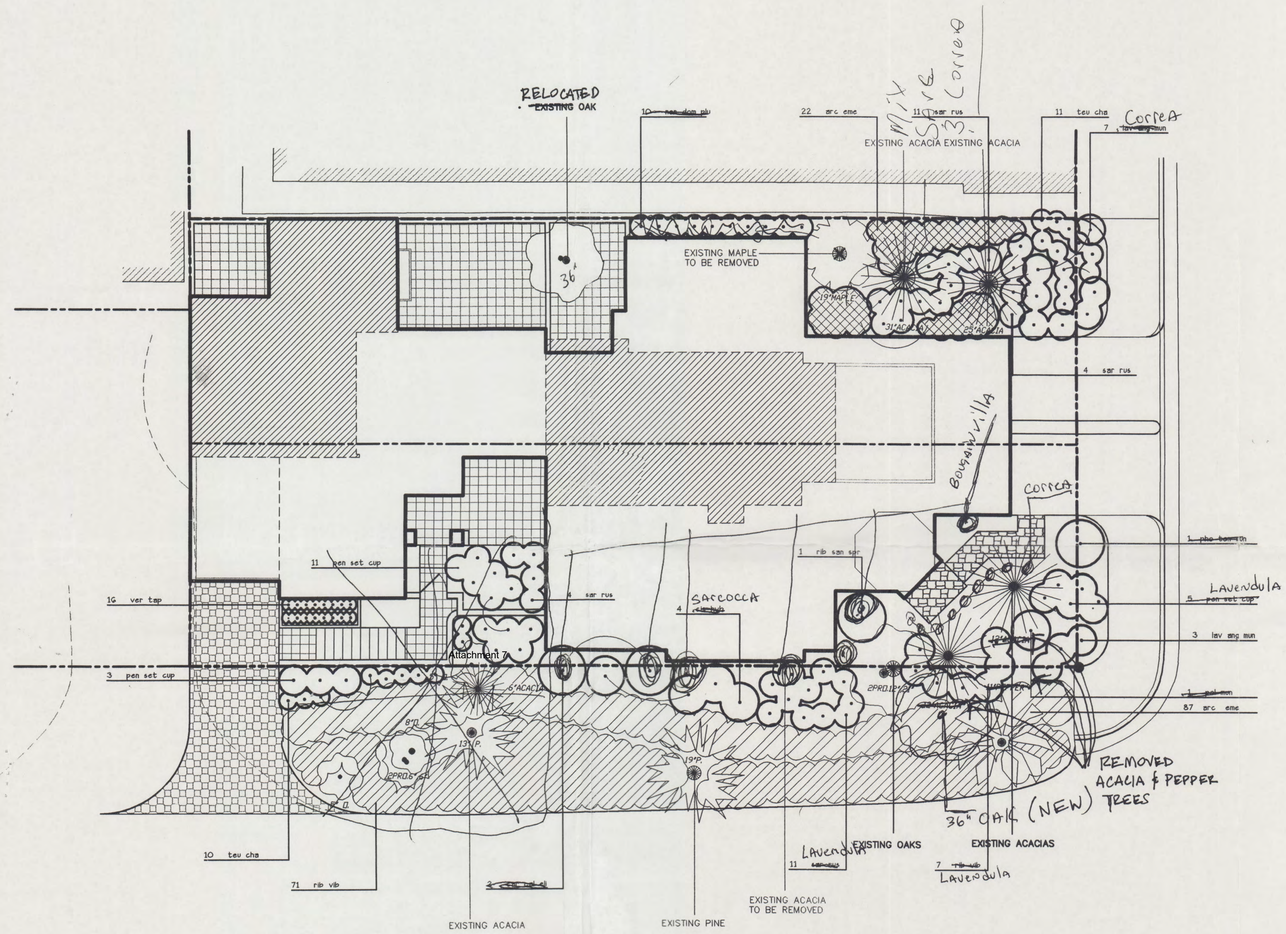
1-2-03

JOB NUMBER 2026

SHEET NUMBER A1.1

MANDURRAGO MANDURRAGO & SULLIVAN, INC. DESIGN STUDIOS

P. O. BOX R CARMEL BY-THE-SEA, CA 93921 831-625-1553



LANDSCAPING

THE SITE SHALL BE LANDSCAPED.AT LEAST THREE WEEKS PRIOR TO OCCUPANCY, THREE COPIES OF A LANDSCAPING PLAN SHALL BE SUBMITTED TO THE DIRECTOR OF PLANNING AND BUILDING INSPECTION FOR APPROVAL. A LANDSCAPE PLAN REVIEW FEE IS REQUIRED FOR THIS PROJECT. FEES SHALL BE PAID AT THE TIME OF LANDSCAPE SUBMITTAL. THE LANDSCAPE PLAN SHALL BE IN SUFFICIENT DETAIL TO IDENTIFY THE LOCATION, SPECIE, AND SIZE OF THE PROPOSED LANDSCAPING MATERIALS AND SHALL BE ACCOMPANIED BY A NURSERY OR CONTRACTOR'S ESTIMATE OF THE COST OF THE INSTALLATION OF THE PLAN. BEFORE OCCUPANCY, LANDSCAPING SHALL BE EITHER INSTALLED OR A CERTIFICATE OF DEPOSIT OR OTHER FORM OF SURETY MADE PAYABLE TO MONTEREY COUNTY PLANNING AND BUILDING INSPECTION DEPARTMENT.

ALL LANDSCAPED AREAS AND/OR FENCES SHALL BE CONTINUOUSLY MAINTAINED BY THE APPLICANT AND ALL PLANTING MATERIAL SHALL BE CONTINUOUSLY MAINTAINED IN A LITTER-FREE, WEED-FREE, HEALTHY, GROWING CONDITION.

LANDSCAPE PLANS SHALL APPLY XERISCAPE PRINCIPLES, INCLUDING SUCH TECHNIQUES AND MATERIALS AS NATIVE OR LOW WATER USE PLANTS AND LOW PRECIPITATION SPRINKLER HEADS, BUBBLERS, DRIP IRRIGATION SYSTEMS AND TIMING DEVICES.

DIRT SHALL NOT BE PILED AGAINST THE TRUNKS OF THE OAKS AND THERE SHALL BE NO IRRIGATION OR SPRINKLERS WITHIN 10 FEET OF THE TRUNKS OF ANY OAKS IN ORDER TO PREVENT PREMATURE DEATH FROM OAK ROOT FUNGUS. SCATTERED PLANTING OF DROUGHT RESISTANT PLANTS STARTED WITH DRIP IRRIGATION IS PERMISSIBLE, AS LONG AS GROUND IS NOT CONTINUALLY SATURATED AND AS LONG AS NO PLANTS ARE INSTALLED WITHIN FIVE FEET OF TRUNKS. ALL DRIP IRRIGATION UNDER MATURE OAKS SHALL BE PHASED OUT WITHIN TWO YEARS.

Landscape Plan

☑ APPROVED -MEETS CITY STANDARDS

☐ APPROVED WITH CONDITIONS AS NOTED

CITY FORESTER
Carmel by the Sea

Date: March 20 2003

PLANT MATERIALS						
Abbrev.	Quantity	Size	Plant Name	Common Name	• oc'	
arc eme	109	1 gal.	Arctostaphylos 'Emerald Carpet'	Carpet Manzanita	3'	988
car cal elli	2	5 gal.	Carpenteria californica 'Elizabeth'	Bush Anemone	6'	64
cis hyb	4	1 gal.	Cistus hybridus	Rockrose	4'	36
lav ang mun	10	5 gal.	Lavandula angustifolia 'Munstead'	Hyb. English Lav.	3'	300
nan dom plu	10	5 gal.	Nandina domestica 'Plum Passion'	Hyrid Heavenly Bamboo	2'	450
pen set cup	19	1 gal.	Pennisetum setaceum 'Cuprum'	Red Fountain Grass	3'	171
pho ten sun	1	5 gal.	Phormium tenax 'Sundowner'	New Zealand Flax	4'	40
pol mun	1	1 gal.	Polystichum munitum	Sword Fern	3'	10
rib san spr	1	5 gal.	Ribes sanguineum 'Spring Showers'	Pink Flowering Currant		30
rib vib	78	1 gal.	Ribes viburnifolium	Evergreen Currant	3'	702
sar rus	30	5 gal.	Sarcococca ruscifolia	Sweet Box	30'	900
teu cha	21	1 gal.	Teucrium chamaedrys	Germander	2'	1891
ver tap	16	1 gal.	Verbena "Tapien Pink"		1'	168

342

1200
400 - Crawl

N

LANDSCAPE PLAN

SCALE: 1/8" = 1'-0"

12-15-03

MACKEY RESIDENCE
N/W Co. of 8th. & JUNIPERO
CARMEL-BY-THE-SEA, CA 93921

JOB NUMBER 2026
SHEET NUMBER L-1

MANDURRAGO MANDURRAGO & SULLIVAN, INC.
DESIGN STUDIOS
P. O. BOX R CARMEL BY-THE-SEA, CA 93921 831-625-1553

City of Carmel-by-the-Sea

COMMUNITY PLANNING AND BUILDING DEPARTMENT
POST OFFICE DRAWER G
CARMEL-BY-THE-SEA, CA 93921
(831) 620-2010 OFFICE
(831) 620-2014 FAX

March 18, 2015

Stillwater Construction
PO Box 223103
Carmel, CA 93922

Subject: Approval Letter
Design Study Application: DS 15-085 (8th Ave Pathway)
South side of 8th Ave between Junipero Ave and Mission Street
Property Owner: City of Carmel –by-the-Sea

Dear Dan:

Staff has issued an approval of Design Study (DS 15-085) subject to the attached conditions of approval. This Design Study is valid for a one-year period from date of approval, and hence, expires on March 17, 2015. Should you require an extension for the Design Study permit, a written request must be submitted to the Community Building and Planning Department prior to the permit's expiration.

This approval is subject to a 10 calendar-day appeal period. The enclosed Notice of Approval must be conspicuously posted on the project site and must be mailed to property owners who own property within 100 feet of the project site. Included with this packet are labels with the mailing addresses of property owners that own property within 100 feet of the project site. You are required to sign and return the attached affidavit confirming that the public noticing requirements have been completed once the appeal period has passed. The 10 calendar-day appeal period commences the day that the Notice of Approval is posted and circulated. A Building Permit is not required for this project; however, staff will issue you a Notice of Authorized Work once the affidavit is signed returned.

You may contact me at (831) 620-2024, if you have any questions about the requirements in this letter.

Thank you.

Marc Wiener
Senior Planner

Encl: Conditions of Approval
Public Notice & Affidavit of Posting

AUTHORIZATION:

1. This approval of Design Study (DS 15-085) authorizes the installation of a 3-foot wide decomposed granite pathway on the south side of 8th Avenue between Junipero Avenue and Mission Street as depicted on the March 17, 2015, approved plan set.

SPECIAL CONDITIONS:

2. The applicant shall work with staff on determining the color of the truncated dome prior to installation.

3. This Design Study approval is valid for a one-year period from date of approval, and hence, expires on March 17, 2016.

4. The applicant agrees, at the applicant's sole expense, to defend, indemnify, and hold harmless the City, its public officials, officers, employees, and assigns, from any liability; and shall reimburse the City for any expense incurred, resulting from, or in connection with any project approvals. This includes any appeal, claim, suit, or other legal proceeding, to attack, set aside, void, or annul any project approval. The City shall promptly notify the applicant of any legal proceeding, and shall cooperate fully in the defense. The City may, at its sole discretion, participate in any such legal action, but participation shall not relieve the applicant of any obligation under this condition. Should any party bring any legal action in connection with this project, the Superior Court of the County of Monterey, California, shall be the situs and have jurisdiction for the resolution of all such actions by the parties hereto.

*Acknowledgement and acceptance of conditions of approval.

_____	_____	_____
Property Owner Signature	Printed Name	Date

Once signed, please return to the Community Planning and Building Department.

NOTICE OF APPROVAL

The Department of Community Planning & Building of the City of Carmel-by-the-Sea has approved a Track 1 Project pursuant to Section 17.58.040 of the City's Municipal Code. Persons interested in the project may review additional materials available at the Department of Community Planning & Building located at City Hall on Monte Verde Street between Ocean and 7th Avenues, phone number 831-620-2010. The decision to approve this project may be appealed within 10-calendar days from the date of this notice by filing a written appeal with the Department of Community Planning & Building.

Planning Case #: DS 15-085 **Case Planner:** Marc Wiener, Senior Planner

Date Posted: _____

Date Approved: 3/18/15

Project Location: South side of 8th Avenue between Junipero Avenue and Mission Street (City right-of-way)

Applicant: Old Mill Properties, LLC

Project Description: This approval of Design Study (DS 15-085) authorizes the installation of a 3-foot wide decomposed granite pathway on the south side of 8th Avenue between Junipero Avenue and Mission Street. All curb-side parking spaces along 8th Avenue will be retained.

Is this project appealable to the Coastal Commission? *Yes* ☐ *No* ☒

Upon completion of the 10 calendar-day appeal period, please return this form, along with the Affidavit of Posting, to the case planner noted above.

AFFIDAVIT OF POSTING

DECLARATION UNDER PENALTY OF PERJURY

APPLICATION #: DS 15-085

APPLICANT: Old Mill Properties

STREET ADDRESS (Location): South side of 8th Ave between Junipero Ave and Mission Street

BLOCK N/A LOTS N/A

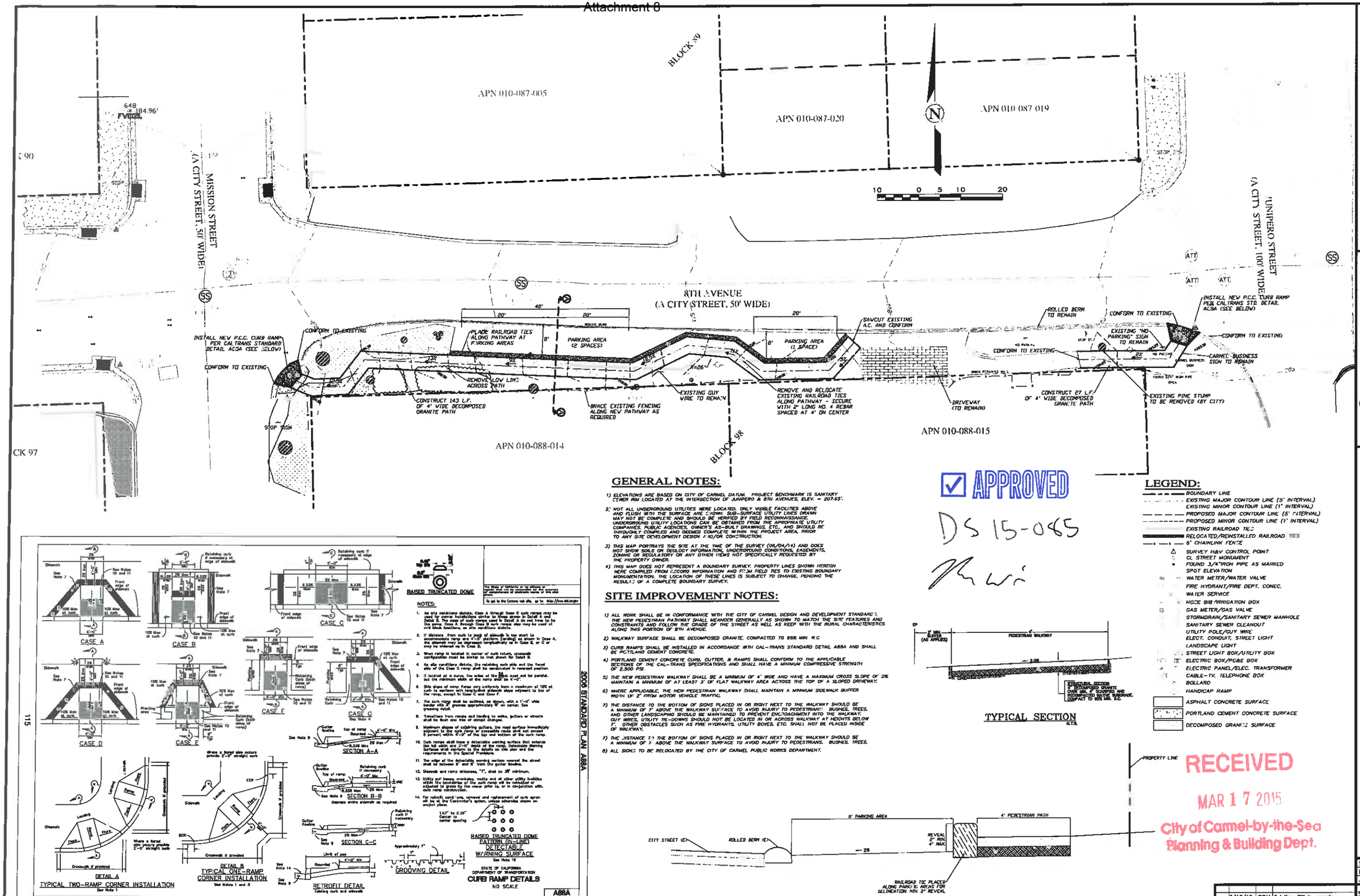
APN N/A

I, _____, declare: I am a resident of the City of _____, County of _____, State of _____. I am over the age of twenty-one (21) years. On the _____ day of _____ 2015, I posted the attached Notice of Approval in a conspicuous, publicly-accessible location at the subject property and that this notice remained continuously posted for the duration of the 10-day appeal period.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

_____
Declarant

_____
Date



GENERAL NOTES:

1) ELEVATIONS ARE BASED ON CITY OF CARMEL DATUM. PROJECT BENCHMARK IS SANITARY SEWER RIM LOCATED AT THE INTERSECTION OF JUNIPERO & 8TH AVENUES, ELEV. = 207.65'.

2) NOT ALL UNDERGROUND UTILITIES WERE LOCATED. ONLY VISIBLE FACILITIES ABOVE AND FLUSH WITH THE SURFACE ARE SHOWN. SUB-SURFACE UTILITY LINES DRAWN MAY NOT BE COMPLETE AND SHOULD BE VERIFIED BY FIELD RECONNAISSANCE. UNDERGROUND UTILITY LOCATIONS CAN BE OBTAINED FROM THE APPROPRIATE UTILITY COMPANIES, PUBLIC AGENCIES, OWNER'S AS-BUILT DRAWINGS, ETC. AND SHOULD BE THOROUGHLY COMPILED AND DEEMED COMPLETE WITHIN THE PROJECT AREA, PRIOR TO ANY SITE DEVELOPMENT DESIGN AND/OR CONSTRUCTION.

3) THIS MAP PORTRAYS THE SITE AT THE TIME OF THE SURVEY (05/04/14) AND DOES NOT SHOW SOILS OR GEOLOGY INFORMATION, UNDERGROUND CONDITIONS, EASEMENTS, ZONING OR REGULATORY OR ANY OTHER ITEMS NOT SPECIFICALLY REQUESTED BY THE PROPERTY OWNER.

4) THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. PROPERTY LINES SHOWN HEREON WERE COMPILED FROM RECORD INFORMATION AND FROM FIELD TIES TO EXISTING BOUNDARY MONUMENTATION. THE LOCATION OF THESE LINES IS SUBJECT TO CHANGE, PENDING THE RESULTS OF A COMPLETE BOUNDARY SURVEY.

SITE IMPROVEMENT NOTES:

1) ALL WORK SHALL BE IN CONFORMANCE WITH THE CITY OF CARMEL DESIGN AND DEVELOPMENT STANDARDS. THE NEW PEDESTRIAN PATHWAY SHALL MEANDER GENERALLY AS SHOWN TO MATCH THE SITE FEATURES AND CONSTRAINTS AND FOLLOW THE GRADE OF THE STREET AS WELL AS KEEP WITH THE RURAL CHARACTERISTICS ALONG THIS PORTION OF 8TH AVENUE.

2) WALKWAY SURFACE SHALL BE DECOMPOSED GRANITE, COMPACTED TO 95% MIN. R.C.

3) CURB RAMPS SHALL BE INSTALLED IN ACCORDANCE WITH CAL-TRANS STANDARD DETAIL A88A AND SHALL BE PORTLAND CEMENT CONCRETE.

4) PORTLAND CEMENT CONCRETE CURB, GUTTER, & RAMPS SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE CAL-TRANS SPECIFICATIONS AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2,500 PSI.

5) THE NEW PEDESTRIAN WALKWAY SHALL BE A MINIMUM OF 4' WIDE AND HAVE A MAXIMUM CROSS SLOPE OF 2% MAINTAIN A MINIMUM OF AT LEAST 3' OF FLAT WALKWAY AREA ACROSS THE TOP OF A SLOPED DRIVEWAY.

6) WHERE APPLICABLE, THE NEW PEDESTRIAN WALKWAY SHALL MAINTAIN A MINIMUM SIDEWALK BUFFER WIDTH OF 2' FROM MOTOR VEHICLE TRAFFIC.

7) THE DISTANCE TO THE BOTTOM OF SIGNS PLACED IN OR RIGHT NEXT TO THE WALKWAY SHOULD BE A MINIMUM OF 7' ABOVE THE WALKWAY SURFACE TO AVOID INJURY TO PEDESTRIANS. BUSHES, TREES, AND OTHER LANDSCAPING SHOULD BE MAINTAINED TO PREVENT ENCROACHMENT INTO THE WALKWAY. GUY WIRES, UTILITY TIE-DOWNS SHOULD NOT BE LOCATED IN OR ACROSS WALKWAY AT HEIGHTS BELOW 7'. OTHER OBSTACLES SUCH AS FIRE HYDRANTS, UTILITY BOXES, ETC. SHALL NOT BE PLACED INSIDE OF WALKWAY.

7) THE DISTANCE TO THE BOTTOM OF SIGNS PLACED IN OR RIGHT NEXT TO THE WALKWAY SHOULD BE A MINIMUM OF 7' ABOVE THE WALKWAY SURFACE TO AVOID INJURY TO PEDESTRIANS. BUSINESS TREES.

8) ALL SIGNS TO BE RELOCATED BY THE CITY OF CARMEL PUBLIC WORKS DEPARTMENT.

APPROVED
DS 15-085

LEGEND:

- BOUNDARY LINE
- EXISTING MAJOR CONTOUR LINE (5' INTERVAL)
- EXISTING MINOR CONTOUR LINE (1' INTERVAL)
- PROPOSED MAJOR CONTOUR LINE (5' INTERVAL)
- PROPOSED MINOR CONTOUR LINE (1' INTERVAL)
- EXISTING RAILROAD TIE
- RELOCATED/REINSTALLED RAILROAD TIE
- 6' CHAINLINK FENCE
- SURVEY H&V CONTROL POINT
- CL STREET MONUMENT
- FOUND 3/4"IRON PIPE AS MARKED
- SPOT ELEVATION
- WATER TER/WATER VALVE
- FIRE HYDRANT/FIRE DEPT. CONEC.
- WATER SERVICE
- HOSE BIB/IRRIGATION BOX
- GAS METER/GAS VALVE
- STORMDRAIN/SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- UTILITY POLE/GUY WIRE
- ELECT. CONDUIT, STREET LIGHT
- LANDSCAPE LIGHT
- STREET LIGHT BOX/UTILITY BOX
- ELECTRIC BOX/PG&E BOX
- ELECTRIC PANEL/ELEC. TRANSFORMER
- CABLE-TV, TELEPHONE BOX
- BOLLARD
- HANDICAP RAMP
- ASPHALT CONCRETE SURFACE
- PORTLAND CEMENT CONCRETE SURFACE
- DECOMPOSED GRANITE SURFACE

TYPICAL SECTION

SECTION A-A

RECEIVED
MAR 17 2015
City of Carmel-by-the-Sea
Planning & Building Dept.

APPROVED BY:
GUY R. GIRAUDO R.C.E. No. 56569

LANDSET ENGINEERS, INC.
510-B Crazy Horse Canyon Road
Salinas, California 93907
Office (831) 443-8073 Fax (831) 443-7301
www.landsetengr.com

IMPROVEMENT PLAN
OF
NEW PEDESTRIAN WALKWAY
SOUTH SIDE OF 8TH AVE. BETWEEN JUNIPERO AND MISSION STREETS
CARMEL-BY-THE-SEA, MONTEREY COUNTY, CALIFORNIA

STILLWATER CONSTRUCTION, INC.

3/17/15	CDH	Existing DW to remain	
2/24/15	CDH	Revisions per client	
6/19/14	CDH	RELEASED TO CLIENT	
No.	DATE	BY	REVISION

SCALE: 1"=10'
DATE: JUNE 2014
JOB NO. 1339-01

SHEET C1
OF 1 SHEETS

City of Carmel-by-the-Sea

COMMUNITY PLANNING AND BUILDING DEPARTMENT
POST OFFICE DRAWER G
CARMEL-BY-THE-SEA, CA 93921
(831) 620-2010 OFFICE
(831) 620-2014 FAX

June 4, 2015

Don Mackey
P.O. Box 35250
Tucson, AZ 85740

Subject: Compliance Verification
Design Study Application: DS 15-085 (8th Ave Pathway)
South side of 8th Ave between Junipero Ave and Mission Street

Dear Mr. Mackey:

On March 18, 2015, staff issued an approval of Design Study (DS 15-085) for the installation of a decomposed granite pedestrian pathway on the south side of 8th Avenue between Junipero Avenue and Mission Street. You were required to install the pathway as a condition of approval for Design Review (DR 14-01) and Use Permit (UP 01-24) applications, which permitted the construction of two new single-family residences and an associated lot line adjustment. Staff notes that the original condition issued in 2003 required the pathway to be located on the north side of 8th Avenue, but the condition was revised by the City in 2005 for the pathway to be on the south side of 8th Avenue.

The pathway was recently completed and staff has had the opportunity to inspect the site. This letter is to confirm that you have complied with the requirements of the approval condition. Thank you for completing the pathway. It is a great addition to the City and will be enjoyed by residents and visitors for years to come!

Sincerely,

Marc Wiener
Senior Planner

RECORDING REQUESTED BY
CITY OF CARMEL-BY-THE-SEA

AND WHEN RECORDED MAIL TO

City of Carmel-by-the-Sea
Attn: City Clerk
Post Office Drawer CC
Carmel, CA 93921

This space is reserved for the Recorder's use only

HOLD HARMLESS ENCROACHMENT AGREEMENT

AGREEMENT made this 6th day of June 2023, between the CITY OF CARMEL-BY-THE-SEA, hereinafter called CITY, and Thomas Dean & Kristin Kim Sato Fountain TRS, hereinafter called OWNER, with reference to the following facts:

OWNER is in possession of and owns certain real property in CITY known as Block 89, Lot(s) 26, Assessor's Parcel No. 010-087-019, Residential & Limited Commercial (R-C) Zoning District, and street location northwest corner of Junipero Street and 8th Avenue.

OWNER has requested from CITY permission to construct and maintain a structural encroachment on CITY street or sidewalk area adjacent to or near the property, described as follows:

A three-foot tall and 28-foot long wooden grape stake picket fence located in the public right-of-way five feet, eight inches from the southern street side yard property line of OWNERs property as depicted in the project plans prepared by Mandurrago, Mandurrago, & Sullivan, Inc., dated 1-2-03, for the Las Casitas Residences consisting of 2 sheets, Sheet A1.1 and Sheet L-1, stamped approved and on file in the Community Planning & Building Department, Carmel City Hall, located on the east side of Monte Verde between Ocean Avenue and 7th Avenue, Carmel-By-The-Sea, CA 93921.

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, agree as follows:

1. CITY grants permission to OWNER to construct and maintain a structural encroachment on CITY right-of-way, street, or sidewalk adjacent to, or near, OWNER'S property, as described above. Said permission is subject to the following conditions:

    a. Execution of the Hold Harmless Encroachment Agreement and compliance with the provisions of paragraph 3 below.

    b. _____

2. OWNER, their successors, and assigns agree to name CITY as additional insured and to hold CITY harmless from any and all claims, actions, and demands of third parties of any kind, character, and description arising out of or due to any accident or mishap in, on, or about said encroachment so constructed or so maintained or any error or omission resulting in personal injury or property damage.

3. OWNER, their successors, and assigns agree to provide CITY and maintain a certificate of insurance from an insurance carrier acceptable to CITY certifying that OWNER has public liability and property damage insurance with limits of not less than $2,000,000 in combined single limit insurance for personal injury and/or property damage per occurrence and $4,000,000 in aggregate caused by or due to the presence of the encroachment in the CC, SC, RC and R-4 Districts and $500,000 of the coverage in the R-1 district. The certificate must indicate this insurance is primary over any other valid or collectible insurance CITY may have, ensures OWNER'S performance of the Hold Harmless Encroachment Agreement, and that the insurance carrier will notify CITY in the event of any material change in the policy, including the nonrenewal thereof. Said Certificate of Insurance must name CITY, its elected officials, officers, agents, and employees as additional insured insofar as the insurance pertains to the encroachment. OWNER, their successors, and assigns further agree to maintain said insurance as long as said encroachment remains on CITY property.

   In the event of cancellation or nonrenewal, the insurance company will give thirty (30) days written notice to CITY. The Certificate of Insurance must be signed by an authorized employee of the insurance carrier and mailed to: City of Carmel-by-the-Sea, Attn: City Clerk, PO Box CC, Carmel-by-the-Sea, CA 93921.

4. CITY may terminate and revoke this Agreement at any time that it is determined by the City Council to be in the best interests of CITY and necessary to promote the public health, safety, or welfare. Any expenses caused to OWNER, their successors, or assigns by the termination of this Agreement shall be borne by the OWNER, their successors, or assigns.

5. The parties agree that this contract is for the direct benefit of the land in that it makes the property more useable and increases its value, as such, agree that the covenants herein shall run with the land, and the parties agree that the covenants shall bind the successors and assigns of OWNER.

CITY OF CARMEL-BY-THE-SEA:

Richard L. Rerig, City Administrator

OWNER(S):

Thomas Dean Fountain, Property Owner

Kristin Kim Sato, Property Owner

ATTEST:

Brandon Swanson, Director of Community Planning & Building

12.08.060 Encroachment Application Review Standards.

A. Need. The applicant shall be determined to have a justifiable need for the encroachment, and the encroachment shall not be contrary to the public interest.

B. Safety. The granting of an encroachment permit shall not create a hazard to public health or safety.

C. Drainage. The proposed encroachment shall not adversely affect the normal drainage of surface water, unless an acceptable mitigation is included that will be advantageous to the general public and meet the standards herein.

D. Circulation and Parking.

1. The proposed encroachment shall not adversely affect vehicular and/or pedestrian traffic nor the parking of vehicles.
2. The proposed encroachment shall not adversely impact existing rights-of-way nor preclude or make difficult the establishment or improvement of existing or potential streets or pedestrian ways.

E. Public Use and Enjoyment.

1. The proposed encroachment shall not diminish public use or enjoyment, either visual or physical, of the City property or public right-of-way to be encroached upon.
2. The encroachment and enjoyment shall be in the public interest.
3. The length of time an encroachment has existed shall not by itself prejudice a decision.

F. Compatibility.

1. The proposed encroachment and its mitigation shall be consistent with the General Plan and the adopted ordinances of the City. Particular attention shall be given to Section P1-48 of the General Plan, which prohibits the construction of sidewalks and concrete curbs in the R-1 district, unless necessary for drainage and/or pedestrian safety.
2. The encroachment shall not create, extend, or be reasonably likely to lead to an undesirable land use precedent.
3. Granting of a permit shall not adversely affect the usability or enjoyment of one or more adjoining parcels.
4. The proposed encroachment and its mitigation shall be compatible with the surrounding area and adjoining properties.

G. Public Property/Greenbelt.

1. The proposed encroachment shall not adversely affect any public property, including existing vegetation or its root structure, and shall not significantly reduce greenbelt area that may be used for tree planting.
2. Significant trees which would be affected by the proposed encroachment shall be identified by the Director of Forest, Parks and Beach and approval for removal shall follow City policy.

H. Mitigation. When deemed appropriate by the City, the applicant shall include those measures appropriate to compensate the City for the loss of the use of City property or the public right-of-way, or to repair damage thereto. (Ord. 89-9 § 1, 1989).