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, February 7, 2023

THIS MEETING IS VIA TELECONFERENCE AND IN-PERSON AT CITY HALL. Governor Newsom's Executive Order N-29-20 has allowed local legislative bodies to hold public meetings via teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body.

To that end, this meeting will be held via teleconference and in-person in the City Council Chambers at City Hall located on Monte Verde Street between Ocean and Seventh Avenue. To participate via teleconference click the following link to attend via Zoom (or copy and paste link in your browser): https://ci-carmel-ca-us.zoom.us/j/87887562993 Meeting ID: 878 8756 2993 Passcode: 504001 Ph: (253) 215 8782

The COVID-19 Community Level for Monterey County as of the date of this agenda posting on February 2, 2023, is LOW. Per Urgency Ordinance 2022-006, wearing a face mask to attend a meeting of a legislative body inside a City facility is optional when the community level is low. Seating will be limited and available on a first come first served basis.

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

OPEN SESSION
4:30 PM

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

EXTRAORDINARY BUSINESS

A. Receive presentation on preliminary housing feasibility report and Housing Element update status.

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. Council Member Announcements

CONSENT AGENDA

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

1. January 3, 2023, Special Meeting Minutes, January 10, 2023, Regular Meeting Minutes, and January 17, 2023, Special Meeting Minutes

2. December 2022 Monthly Reports

3. December 2022 Check Register Summary

4. Resolution 2023-010, Proclaiming the Continuing Need to Meet by Teleconference Pursuant to Government Code Section 54953 (e)

5. Resolution 2023-011, Declaring the continued existence of a local emergency due to the 2022-23 Atmospheric River Winter Storm Event

6. Resolution 2023-012 adopting the Fiscal Year 2023-2024 budget schedule

7. Resolution 2023-013, declaring the 1994 Ford F-250, 2012 Ford Expedition, 2013 Go-4, 2014 Dodge Charger, 2017 Ford Escape, and 2010 Isuzu Street Sweeper, as surplus and authorizing their sale at auction

8. Resolution 2023-014, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Ten Over Studio for architectural services for five facility renovation projects, for a fee not to exceed $78,900

9. Resolution 2023-015 authorizing the City Administrator to approve Purchase Orders with John Ley's Tree Service for a fee not to exceed $50,000 and Tope's Tree service for a fee not to exceed $40,000

10. Resolution 2023-016, granting consent to the City of Monterey to renew the Monterey County Tourism Improvement District (MCTID) and include the City of Carmel-by-the-Sea in the MCTID

11. Resolution 2023-017, authorizing City Co-Sponsorship of the Carmel Public Library Foundation's Annual Donor Salute Event at the Main Library on Sunday, March 5, 2023; and Authorizing City Co-Sponsorship of the Carmel Public Library Foundation's Annual Sterling Circle Event at the Main Library on Sunday, June 11, 2023.

12. Resolution 2023-018, Approving the use of the Sourcewell cooperative purchase contract with Krueger International Inc., dba KI doing business as Systems & Space Inc. (Contract no. 121919-KII) for the purchase and installation services for library shelving; and authorizing the City Administrator to enter into an agreement with Krueger International Inc./ Systems & Space Inc. for the purchase and installation services for library shelving

13. Resolution 2023-019 authorizing the City Administrator to execute Amendment No. 4 to the Agreement with Peninsula Messenger Service for mail delivery for a not-to-exceed increase of One Hundred Seven Thousand Seven Hundred and Thirty Dollars ($107,730.00) for the term of January 1, 2023 to June 30, 2024

14. Resolution 2023-020 authorizing the City Administrator to execute Amendment No. 3 to a Professional Services Agreement with Municipal Resource Group, LLC (MRG) for a new not-to-exceed amount of One Hundred Nineteen Thousand Five Hundred and Fifty Dollars ($119,550.00) and modify the scope of work, therein, by requiring additional services

15. Resolution 2022-021 adopting the City of Carmel-by-the-Sea At-Will (Unrepresented) Classification Salary Plan in accordance with Municipal Code 2.52.520 as of January 1, 2023

16. Resolution 2023-022 ratifying an appointment to the Historic Resources Board

17. Adopt Resolution 2023-023 authorizing a refund of a Track 2 Design Review application fee and Use Permit application fee in the amount of $5,846.25 to CRI on Carpenter, Inc.

18. Resolution 2023-024 Authorizing the City Administrator to execute a Professional Services Agreement with EMC Planning Group Inc., for a not-to-exceed fee of $239,145.00, to update the General Plan Housing and Safety Elements

19. Report on the Ad Hoc Committee findings and recommendations regarding the Police/Public Works Building; authorize staff to move forward with Request for Proposals (RFP) for architectural firms with a strong practice in Police Department design and rehabilitation

PUBLIC HEARINGS

20. Consider Ordinance No. 2022-007 (first reading) amending Carmel Municipal Code (CMC) Sections 17.14.040, 17.28.010, and 17.70.020, to prohibit timeshare and fractional interest uses, as well as advertising and sale thereof, in a manner fully in conformity with the California Coastal Act (CA Section 30510) - Continued from December 6, 2022, and January 10, 2023

ORDERS OF BUSINESS

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

21. Receive an Update on the AB 2449 Teleconferencing Rules for Attendance at Meetings of Legislative Bodies

FUTURE AGENDA ITEMS

ADJOURNMENT

22. Correspondence Received Regarding Ordinance 2022-007

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

SPECIAL NOTICES TO PUBLIC

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

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

February 7, 2023
EXTRAORDINARY BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Marnie R. Waffle, AICP, Principal Planner
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Receive presentation on preliminary housing feasibility report and Housing Element update status.

RECOMMENDATION:

Receive report.

BACKGROUND/SUMMARY:

Executive Summary:
The City initiated a preliminary housing feasibility report in conjunction with ECONorthwest to start the conversation around how the City will plan for an additional 349 housing units in the 6th cycle Housing Element update. The report is being released for public review in advance of a community meeting which has been scheduled for February 28th. The public is encouraged to review the report and attend the community meeting as we continue the conversation around housing. The following discussion provides a brief overview of the report. The full report can be found in Attachment 1.

Background:
The City was awarded grant funding totaling $290,000 from three grant programs, Senate Bill 2 (SB2), Local Early Action Program (LEAP), and Regional Early Action Program (REAP). The grant funding will be used to prepare the 6th cycle Housing Element update. The updated Housing Element is due to the State Department of Housing and Community Development by December 2023.

In 2022, the City Council convened a Housing Ad-Hoc Committee and appointed Vice Mayor Bobby Richards and Councilmember Karen Ferlito to work with staff throughout the Housing Element update process and bring recommendations to the full Council for action. The Housing Ad-Hoc Committee has met six times since October 2022 and hosted a community meeting on November 17, 2022. The next community meeting is scheduled for February 28th.

On May 20, 2022, the city entered into a professional services agreement with ECONorthwest to prepare a housing feasibility study. The study informs the analysis required as part of the 6th cycle Housing Element update. The feasibility study evaluated current market conditions, the City's development standards related to housing, and potential opportunities for housing development. The study was not meant to be exhaustive. Instead, it starts the conversation about development opportunities and constraints as staff begins the 6th

cycle Housing Element update. A few highlights from the study are provided below. The full study can be found in Attachment 1.

Current Market Conditions

In the for-sale market, the study found that the price of homeownership in Carmel since 2019 has increased 84% from $1.6 million to $2.95 million. The percentage of home sales with 75% to 100% cash down also increased from 53% to 61%. Based on change-of-address data from the United States Postal Service, Carmel saw an increase in 552 households since March 2020. US Census data shows that nearly 40 percent of all housing units are used for seasonal, recreational, or occasional use. This rate is ten times the national average. In the rental market, 78 percent of rental units are provided by single-family homes. The breakdown of owner-occupied versus renter-occupied units is roughly equal at 52 percent and 48 percent, respectively.

Based on data collected from the American Community Survey (2016-2020), 47 percent of renters in Carmel spend more than 30 percent of their income on housing. Among these, 25 percent spend more than 50 percent of their income on housing. The study also found that only 2.6 percent of workers live and work in Carmel, while roughly half of all workers live within 10 miles of Carmel. Understanding local market conditions will inform strategies to create additional housing opportunities.

Development Standards

The study looked at the City's development standards in the commercial and multi-family zoning districts to identify potential barriers limiting housing production. Small lot sizes and off-street parking requirements combined with a limit on building height have been identified as possible constraints to the construction of new multifamily projects at densities currently allowed in the zoning code. Additional restrictions on building coverage and floor area further limit the ability to achieve allowable densities. Identifying and removing constraints could help facilitate the construction of new housing units.

Potential Development Sites

The study focused primarily on the commercial core. Sites excluded from further evaluation included civic and institutional uses such as City Hall, libraries, parks, and open spaces. Businesses with high income-generating potential, such as hotels, were also excluded from further evaluation as full conversions to housing. The study looked at land-to-improvement ratios and total value per square foot combined with information gathered during a site visit with City Staff and conversations with local representatives to develop a preliminary list of potential development sites.

Throughout the document, the consultant provided maps to graphically depict the methodology used to develop the list of sites. A total of 17 sites were identified as encompassing the combined variables that would make a property a potential candidate for redevelopment. Sites such as Ulrika Plaza, located at the southwest corner of Dolores Street and 5th Avenue, are included to provide an example of housing production. The project assembles four parcels under a single ownership and proposes 12 apartment units over ground floor commercial uses. The project density is 32 dwelling units per acre. At this density, affordable housing is not required.

Several other sites were identified because they contain adjacent parking lots and are under single ownership. Parking lots are underdeveloped sites that could provide opportunities for new housing.

The sites identified in the study have redevelopment potential and could provide additional housing units for the village. However, the owners of these properties are not required to redevelop. Property owners can choose to redevelop with commercial uses or not redevelop at all. The city is not condemning property or building any projects. The study identifies sites with development potential and starts the conversation with property owners who may be interested in constructing new housing. One of the goals of the Housing Ad-

Hoc Committee is to create incentives that would encourage private developers to turn opportunity sites into housing projects that are financially viable.

In addition to new development, the study also identifies potential housing opportunities through promoting accessory dwelling units and encouraging the conversion of 2nd-floor office uses into residential units.

Topics that will be explored further in conjunction with the 6th cycle Housing Element update include,

1. Explore changes to development standards.
2. Establish objective design standards.
3. Create an ADU program.
4. Create a preservation and monitoring program for existing deed-restricted units.
5. Evaluate the expansion of the RC and R-4 zoning districts.
6. Evaluate incentives to encourage housing development on underutilized sites.
7. Explore solutions to water credit barriers to development.

The Housing Ad-Hoc Committee and staff encourage the public to review the study and attend the next community meeting on February 28th as we continue the conversation on housing in the village.

FISCAL IMPACT:

The cost to prepare the feasibility study has been paid for by grant funding.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

Attachment 1 - Feasibility Study prepared by ECONorthwest dated January 27, 2023

DATE: January 27, 2023
TO: Brandon Swanson, City of Carmel-by-the-Sea
FROM: Chris Blakney, ECONorthwest
SUBJECT: Housing Element Analysis for the City of Carmel-by-the-Sea

Introduction

In the State of California, local jurisdictions maintain a General Plan that serves as a blueprint for its long-term vision. Among the required "elements" of a general plan is the Housing Element. The Housing Element is the only element that state law requires be updated on a periodic cycle. The California Department of Housing and Community Development (HCD) is responsible for overseeing Housing Element updates. Every eight years, HCD allocates a share of projected statewide housing need to regions across the state. This is called the Regional Housing Need Allocation (RHNA). The state is currently in the sixth of these cycles. The sixth cycle will cover the June 30, 2023 to December 15, 2031 planning period for the City of Carmel-by-the-Sea [Carmel].

The City is a part of the Association of Monterey Bay Area Governments (AMBAG). AMBAG is responsible for developing a methodology for allocating its regional share of housing need to its individual jurisdictions. The Final Sixth Cycle (2023-2031) Regional Housing Needs Allocation plan, completed in October 2022, determined that Carmel's share of regional housing need is 349 units; 187 of these units must be suitable to accommodate lower income households. It is important to note that RHNA targets reflect zoned capacity, not a construction quota.

Figure 1: Regional Housing Needs Allocation, Fifth and Sixth Cycle
Source: California Department of Housing and Community Development[1]

Cycle	Income Level				Total
	Very Low	Low	Moderate	Above Mod.	
RHNA5 (2015-2023)	11	5	6	13	31
RHNA6 (2023-2031)	113	74	44	118	349
Sixth Cycle Income and Rent Ranges (County of Monterey)					
Income Levels	*$0 - $45,050*	*$45,050 - $72,080*	*$72,080 - $108,120*	*$108,120 +*	
Rent Level/mo	*$0 - $1,126*	*$1,126 - $1,802*	*$1,802 - $2,703*	*$2,703 +*	

While the City satisfied its Fifth Cycle RHNA planning target and received a certification for the 2015-2023 planning period, the market did not produce all 31 planned units. This underscores a considerable hurdle for the City in the Sixth Cycle which represents a 1,000% increase in its housing target for the cycle. This capacity is particularly challenging because Carmel does not have a deep supply of vacant land and presently lacks water resources to accommodate significant growth. This is further complicated by a parcelization pattern that includes many

[1] https://www.hcd.ca.gov/docs/grants-and-funding/inc2k22.pdf

small taxlots and market conditions that support high values for existing structures, making redevelopment improbable.

Executive Summary

As City officials begin to prepare for the Housing Element Update, they want to better understand some of the challenges to development and opportunities for adding housing capacity. This analysis summarizes our work exploring market conditions, observations in the City's zoning code, and sites/locations that are most likely to have development potential. While this report does not constitute a site alternatives analysis suitable for the City's Housing Element Update, it may provide insights into the development challenges, opportunities, and candidate sites for meeting the City's RHNA obligation in the Sixth Cycle.

Although renovation and replacement construction is common in Carmel, the City has had very limited net-new residential development during the Fifth Cycle (2015-2023) RHNA planning period[2]. This has been in part a function of barriers in the current zoning code, access to water rights, market conditions, and the existing development pattern in the City's commercial core. In this work, we have found that existing development standards, such as a two-story heigh limit, effectively prohibit achieving maximum allowed residential densities. Another challenge is a parcelization pattern of smaller lots with existing moderate scale commercial development with well-performing tenants. Despite these challenges, our analysis identified 17 sites in or adjacent to the commercial core that could be viable candidates for redevelopment or densification. To be sure, for development to occur on these sites—specifically development serving lower income households—the City will need to take action to remove barriers and identify resources to support financial feasibility. Actions recommended for consideration include financial subsidies, disposition of City-owned land, targeted rezoning of specific sites adjacent to the existing commercial zones, and amendments to development standards to remove development constraints.

Local Context

Carmel-by-the-Sea is a small coastal community located on the Monterey Peninsula. Incorporated in 1916, the City is among the most affluent communities in California. The City has a strong residential character and a centralized business district. Carmel's architecture in its business district has a distinct character, having been built out during the 1920s and 1930s. Over 45 properties in the commercial district are considered historical resources.

Carmel is also a popular coastal tourism and second home destination. There are over three dozen hotels in Carmel and roughly 40 percent of all housing units are for seasonal, recreational, or occasional use—a rate ten times the national average.[3] This dynamic has created a housing market that severely lacks affordability. Forty-seven percent of all households that

[2] According to Carmel's most recent Annual Progress Report to HCD.

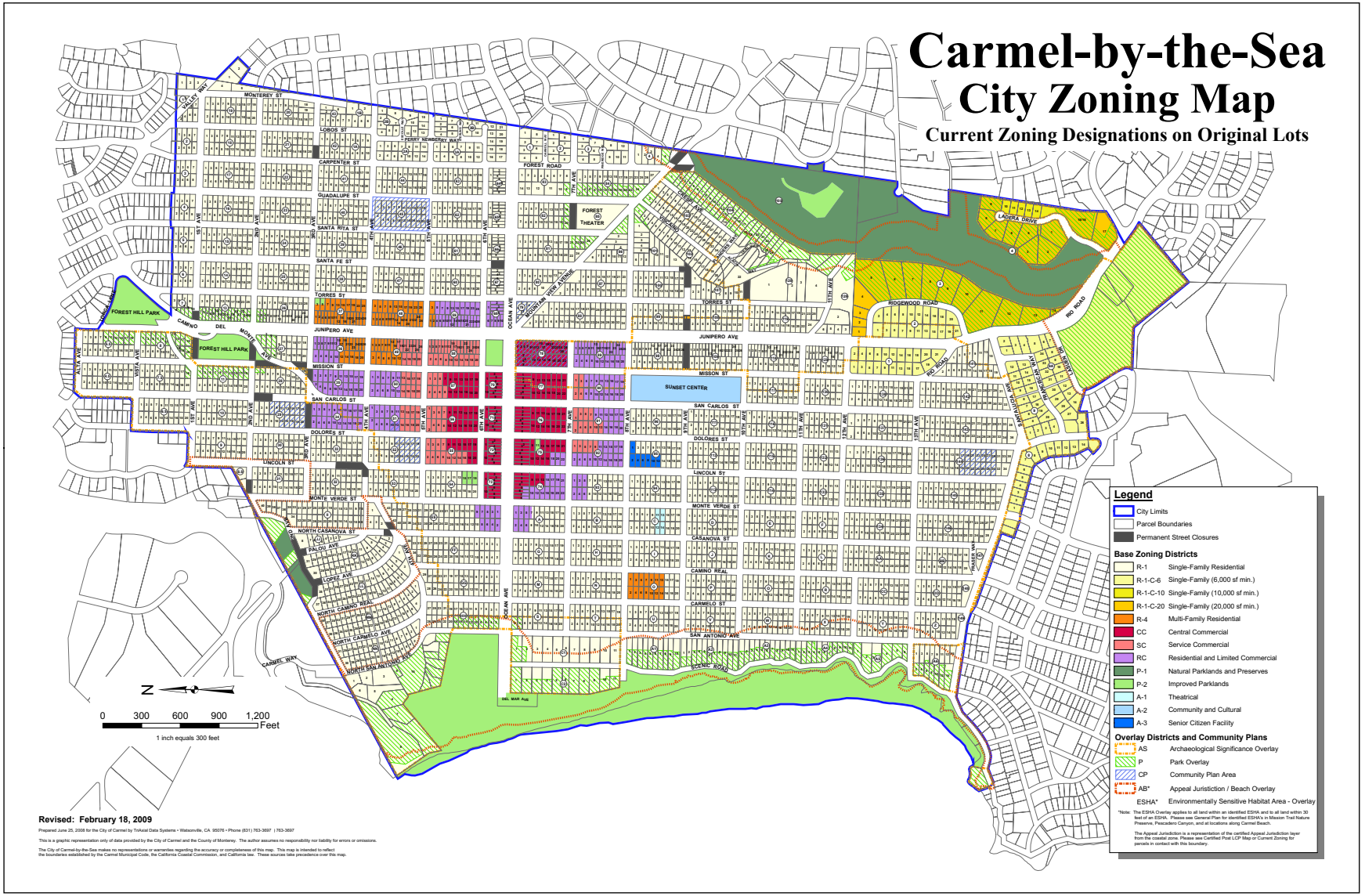
[3] U.S. Census Bureau. American Community Survey 5-Year Estimates (2016-2020); Table B2004. (See https://data.census.gov/)

rent (vs. own) their homes in Carmel are cost burdened, spending greater than 20 percent of their income on housing. Among these, a full 25 percent of renter households are severely cost burdened, spending 50 percent or more of their income on housing. 2,102 individuals work in Carmel, of whom only 2.6 percent live in Carmel.[4]

[4] U.S. Census Bureau Longitudinal Employer-Household Dynamics Data (See https://lehd.ces.census.gov/)

Figure 2: Carmel-by-the-Sea Zoning Map on Original Plat

Source: City of Carmel-by-the-Sea (see https://planningsites.org/CarmelPlanning/)



Site Visit

In June 2022, City staff hosted a walking tour of the village. The purpose of this exercise was to observe the characteristics of the built environment and evaluate the potential of City-owned sites to accommodate development of housing. Key themes from this visit include:

Height. The City's current code has a two-story height limit. However, there are many older structures throughout the commercial core that are taller than two stories and are adjacent to single- or two-story buildings.

Interior Courtyards. One of the unique characteristics of Carmel's built environment is the network of interior courtyards and intra-block passageways that connect businesses. Residents and visitors are encouraged to explore these interior areas behind business frontages and facades.

City-Owned Sites. The City owns several sites across the village. In addition to larger and potentially underutilized sites in the downtown core, it owns a series of sites that are unimproved street rights-of-way.

Sunset Center North and South Lots. If on-site parking could be accommodated, the north lot of the Sunset Center could be a redevelopment candidate. The South Lot may also be explored for development potential.

Topography. Some areas within and on the periphery of the commercial district have steep slopes. These areas could be opportunities for development with tuck-under parking.



Low density retail in commercial district



Example of interior courtyard



Ulrika Plaza at 5th and Dolores



Example of City-owned ROW site



Sunset Center North Lot



Example of underutilized parking

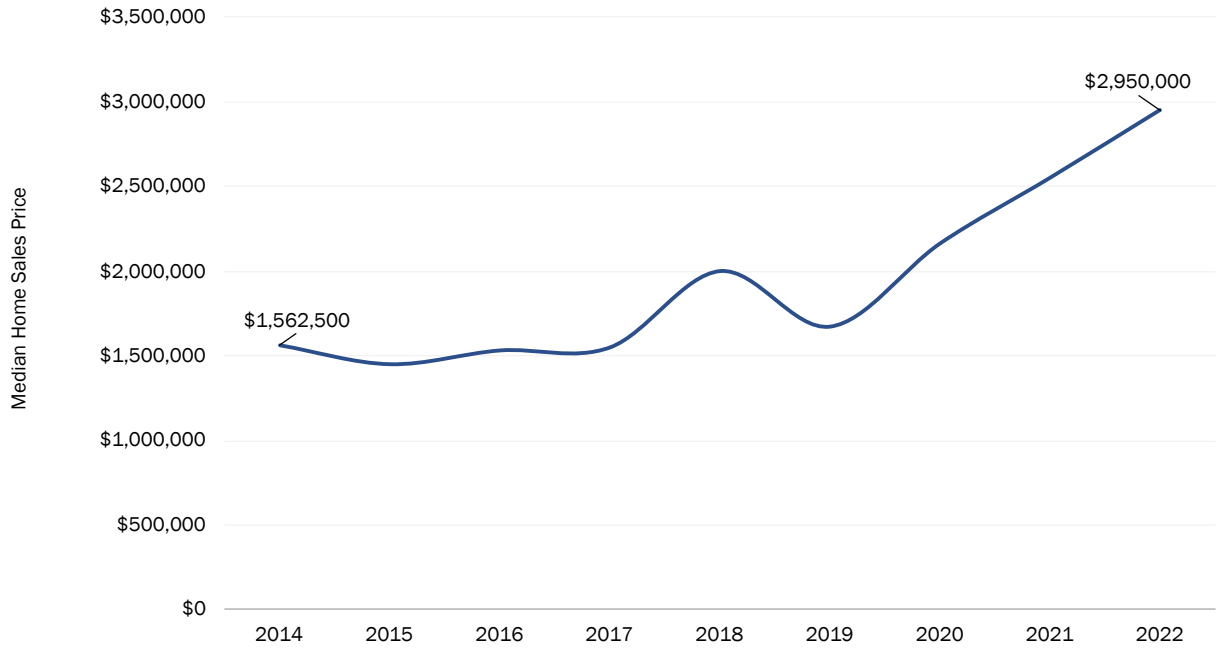
Market Overview

The ability of the market to deliver housing production in the future is largely a function of existing market conditions. An observation of socioeconomic conditions also informs housing need in the community.

For-Sale Market

Following several years of relative stability, the price of homeownership in Carmel has accelerated rapidly in recent years. Since 2019, the median home price in Carmel has jumped from $1.6 million to $2.95 million, an increase of 84 percent.[5] Price increases are being driven by demand-side forces.

Figure 3: Median Home Price
Source: Property Radar[6]



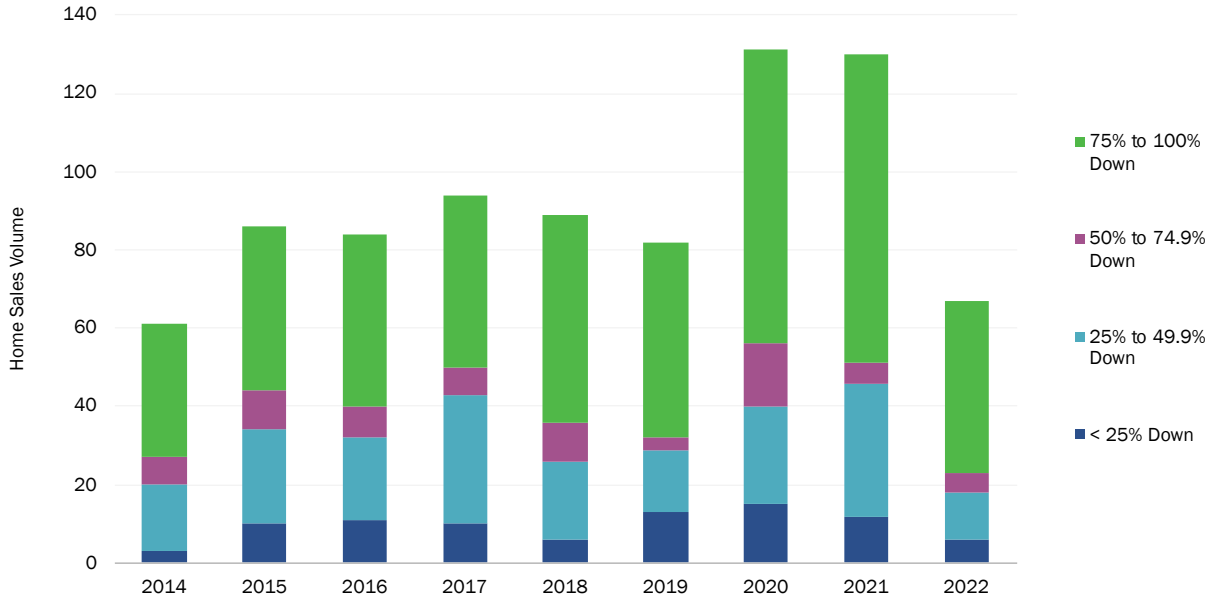
Over this same period, there has been an acceleration of both sales volume and the share of homes that are purchased all cash or with mostly cash. For example, in 2020 and 2021 sales volumes were 50 percent higher than the previous five-year average. Moreover, the percentage of home sales with 75 percent to 100 percent cash down increased from 53 percent to 61 percent through the first half of 2022. This is indicative of a market that is attracting outside capital from other high-value markets. In the context of observed migration patterns in Northern California because of the COVID-19 pandemic, we suspect that much of the movement in the market is being driven by migration of high-net-worth households out of the Bay Area. This is observed

[5] Property Radar. (See https://www.propertyradar.com/) Data reported through most recent period available

[6] Property Radar. (See https://www.propertyradar.com/) Data reported through most recent period available

in migration data from the U.S. Postal Service that shows that since March 2020 Carmel has seen a migration-driven increase of 552 households.[7]

Figure 4: Sales Volume and Percent of Purchase Price in Cash
Source: Property Radar[8]



Second-Home Market

Tourism and the impacts of second homes and long-term rentals are also having an observed impact on affordability in Carmel.[9] Data from the U.S. Census Bureau shows that nearly 40 percent of all housing units are used for seasonal, recreational, or occasional use. This rate is ten times the national average.

Figure 5: Share of Housing Units that are Second Homes
Source: U.S. Census American Community Survey (2016-2020 estimates); Table B25004[10]

	Nation	Carmel
Total housing units	138,432,751	3,731
For seasonal, recreational, or occasional use	5,303,302	1,479
Share of housing units that are second homes	3.8%	39.6%

[7] USPS Change-of-Address Migration Data
https://www.arcgis.com/apps/dashboards/951428e32723456c879d0966af4baa8a

[8] Property Radar. (See https://www.propertyradar.com/)

[9] Short-term rentals are not permissible as per CMC 17.08.060 and CMC 17.14.040. (See https://www.codepublishing.com/CA/CarmelbytheSea/html/Carmel17/Carmel1708.html)

[10] U.S. Census American Community Survey (2016-2020 estimates); Table B25004. (See https://data.census.gov/)

Renter Market

Reliable real-time market data on the local rental market is challenging to obtain because the majority of the rental market is organized through individual transactions, small property management firms, and in some cases informal agreements. Figure 6 below demonstrates that tenure split (owner vs. renter-occupied) in Carmel is roughly equal. However, a full 78 percent of the rental market is being met by single-family housing units (rather than apartment buildings), typically rented out by individuals as opposed to large property management firms.

Figure 6: Tenure (Rent vs. Own) by Units in Structure in Structure
Source: U.S. Census American Community Survey (ACS) (2016-2020 estimates)[11]
Note: Tenure refers to whether a unit is occupied by someone who owns the unit (owner-occupied) or rents the unit (renter-occupied).

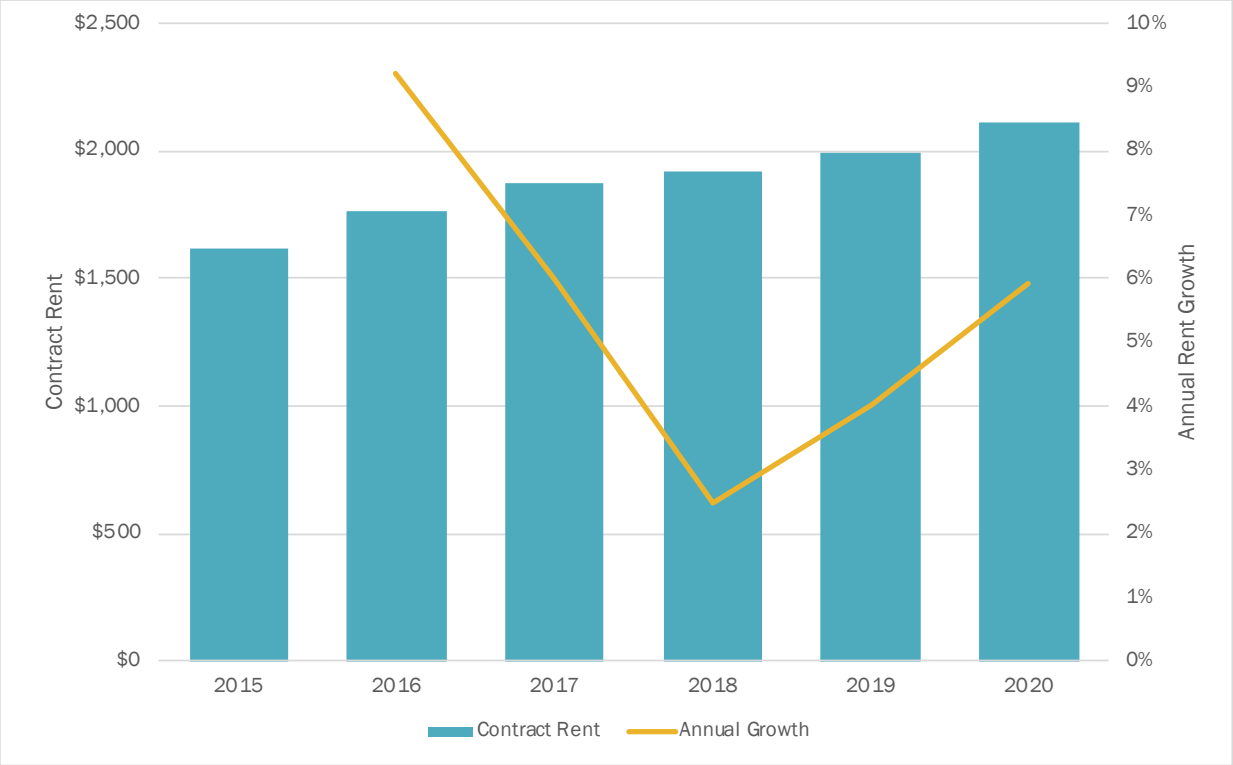
Unit Type	Owner-Occupied	Renter-Occupied	Total
Single-family Detached	993	694	1,687
Single-family Attached	0	19	19
Duplex	0	0	0
Triplex/Quadplex	0	22	22
Small Multifamily (5-19 units)	0	162	162
Large Multifamily (20+ units)	0	0	0
Mobile Homes[12]	0	19	19
Total	**993**	**916**	**1,909**
Tenure Split	*52.0%*	*48.0%*	

In Figure 7 below, we report annual contract rent reported for the market by the U.S. Census Bureau's American Community Survey. We consider "average" rent levels reported in the survey to be considerably lower than where rental properties transact at in the market based on observations of current rent levels. However, this data is showing the expected trend of accelerated rent growth over the last two observation years.

[11] U.S. Census American Community Survey (2016-2020 estimates). (See https://data.census.gov/)

[12] The U.S. Census uses survey data across a five-year period to produce estimates across a broad range of demographic and socioeconomic variables in the American Community Survey (ACS). Because the ACS uses survey data to develop estimates, results can be unintuitive and have larger margins of error in smaller geographies. See https://www.census.gov/programs-surveys/acs/methodology.html for a review of the Census Bureau's methodology for the ACS.

Figure 7: Annual Contract Rent
Source: U.S. Census American Community Survey (5-year estimates from 2015-2020)[13]



Cost Burden

State and federal standards specify that households spending more than 30% of gross annual income on housing experience a housing cost burden. Housing cost burdens occur when housing costs increase faster than household income. When a household spends more than 30% of its income on housing costs, it has less disposable income for other necessities, including health care, food, education, and clothing. In the event of unexpected circumstances such as the loss of employment or serious health problems, lower-income households with a burdensome housing cost are more likely to become homeless or be forced to double-up with other households. Homeowners with a housing cost burden have the option of selling their homes and becoming renters. Renters, on the other hand, are vulnerable and subject to constant changes in the housing market.

In Carmel, 47 percent of all households that rent their homes are cost burdened, spending greater than 30 percent of their income on housing. Among these, a full 25 percent of renter households are severely cost burdened, spending 50 percent or more of their income on housing.

Figure 8: Percent of Income Spent on Rent, City of Carmel-by-the-Sea (2020)
Source: American Community Survey 2016-2020 Five-Year Estimate (Table B25070)[14]

Income on Rent	Households	Share

[13] U.S. Census American Community Survey (5-year estimates from 2015-2020). (See https://data.census.gov/)

[14] American Community Survey 2016-2020 Five-Year Estimate (Table B25070). (See https://data.census.gov/)

Less than 10.0 percent	153	16.7%
10.0 to 14.9 percent	49	5.3%
15.0 to 19.9 percent	182	19.9%
20.0 to 24.9 percent	63	6.9%
25.0 to 29.9 percent	39	4.3%
30.0 to 34.9 percent	61	6.7%
35.0 to 39.9 percent	70	7.6%
40.0 to 49.9 percent	70	7.6%
50.0 percent or more	229	25.0%
Total:	916	100.0%

Commute Patterns

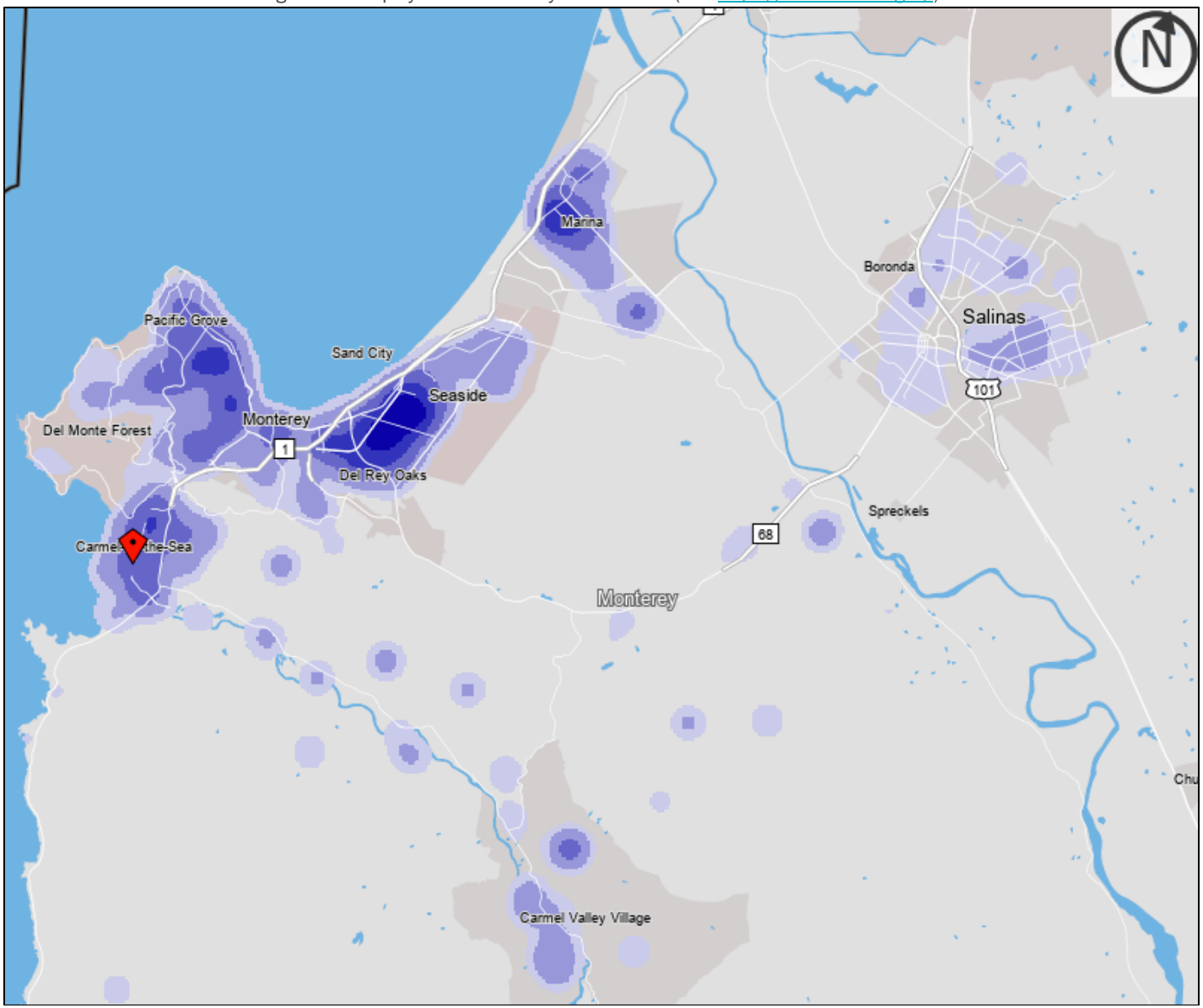
It is hypothesized that Carmel's concentration of jobs in the leisure and hospitality sector creates challenges for local workers who do not have sufficient incomes to afford housing in the community. This imbalance of jobs to housing impacts quality of life including how far workers must travel for work, increasing transportation costs, and reducing individual productivity. In general, a good balance of jobs to housing would occur where the jobs available in a community match the labor force skills, and where housing is available at prices, sizes, and locations suited to workers who wish to live in the area.

In Carmel, roughly half of all workers live within 10 miles of the city. Primary areas where workers live include Seaside, Monterey, Salinas, and Pacific Grove. A full 26 percent of workers commute from greater than 25 miles away. Only 2.6 percent of workers live and work in Carmel.[15]

[15] U.S. Census Bureau Longitudinal Employer-Household Dynamics Data (See https://lehd.ces.census.gov/)

Figure 9: Commute Patterns, Where Employees in Carmel Live (2019)

Source: U.S. Census Bureau Longitudinal Employer-Household Dynamics Data. (See https://data.census.gov/)



Code Review

As part of our scope, we conducted a code review to identify potential issues and barriers that could limit housing production in the Multifamily Residential (R-4) district and the commercial zones; Residential and Limited Commercial (RC) Central Commercial (CC), and Service Commercial (SC).

General Notes

- The pattern of existing development is small lot (3,800-6,000), detached single-family. Most new development will be infill.
- Multifamily is defined as any development with two of more units on the same lot.

Building Height in All Zones

Building height throughout the city is limited to two stories, with maximum heights established for each zone. CMC 17.14.150.B-C establishes maximum building heights for the R-4[16], RC, SC, and CC zones. Structures in R-4 and RC zones are limited to 26 feet and structures in the CC and SC zones are limited to 30 feet. Building sites which face, abut or adjoin any property in the R-1 district are limited to a height of 24 feet. Building height may also be determined by compatibility with nearby structures facing the same street or intersection and within the same pedestrian field of view (i.e., generally, within 100 feet to either side of, or across the street from the proposed structure).

Given the existing small lot sizes observed throughout the city and off-street parking requirements (discussed in more detail below for the R-4 zone), a two-story maximum height will likely prohibit many multifamily projects from achieving base density allowances in the R-4 zone. Building height limitations, maximum building coverage, and floor area ratio (F.A.R) limitations (discussed in more detail below) will even more severely limit multifamily projects from achieving base density allowances in commercial zones, even if parking requirements are lower than in residential zones.

R-4 Development Standards

Density

CMC 17.12.020.B establishes a maximum base density of 33 du/ac, and CMC 17.12.020.C offers a density bonus of 44 du/ac in exchange for affordable units. While these density thresholds are relatively high, they are difficult to achieve given the City's inventory of small lots between roughly 3,800-6000 square feet, with lot widths around 50-60 feet and two-story building height maximum. Off-street parking requirements will further limit the ability to achieve base density.

Given the site constraints and a need for many developments to achieve base density for financial reasons, it is unlikely developers will be able to take advantage of the density bonus

[16] Underground parking does not count as a story in the R-4 zone.

since their ability to achieve the *base* density is already constrained. If the density bonus was offered in another story, rather than du/ac, it could help reduce barriers and allow more housing production on smaller sites.

Parking

CMC 17.38.020 requires 1.5 parking spaces per residential dwelling unit and offers reduced parking standards for affordable units (0.5 spaces per unit) in the R-4 zone. CMC 17.12.020.F.1 prohibits parking requirements in the R-4 zone to be met on-street or through a fee-in-lieu.

Providing parking onsite while achieving the allowed density will be a challenge for many development sites given that many of the existing lots in the city are only 50-60 feet wide. While underground parking is allowed and does not count against the maximum building height, underground parking is far more expensive to construct. Reducing parking standards for certain areas (i.e. areas with access to transit or walkable to commercial districts) or for unit types (i.e. studios and one-bedrooms) may help developments achieve base densities.

Unit Distribution

CMC 17.12.020 requires that on sites larger than 4,000 sf, 50 percent of all units must be provided as rental apartments.

CMC 17.08.050.F. requires at least 25 percent of all units in a multifamily project containing more than two units be between 400-650 square feet. While this provision on its own is not necessarily a barrier to housing development, parking standards for these small units are the same as a single-family home. Reducing the parking standard for smaller multifamily units will help developments to achieve density more easily.

Commercial Zone Development Standards

Building Coverage

CMC 17.14.130.A. limits building coverage to 80 percent in the CC and SC zones.[17] The existing pattern of development in these two zones appears to exceed 80 percent building coverage on many parcels. Additionally, the code prohibits the removal of existing courtyard or intra-block walkways, which will further limit the amount of allowable building coverage on some sites.

Since the land costs in Carmel-by-the-Sea are exceptionally high, these maximum building coverage requirements will likely act as a development barrier. This becomes even more of a challenge in the context of redevelopment where the existing structure exceeds 80 percent building coverage. New developments may be required to build a smaller building than previously existed.

[17] Exceptions are granted up to 95 percent.

Floor Area Ratio

CMC 17.14.140.A-B establish F.A.R limits for the commercial zones. One-story buildings in the CC and SC zones are allowed to achieve an F.A.R equal to 95 percent of the site area. However, this contradicts the allowed building coverage discussed above (80 percent), excluding the exceptions. Two-story buildings can obtain an F.A.R equal to 135 percent of the site area, which further limits the allowed square footage outside of the building coverage maximums, as either the first or second story would need to be smaller than the other to meet this F.A.R. For example:

- A 5,000 square foot lot is allowed a maximum of 4,000 square feet in building coverage, which could translate to about an 8,000 square foot building if the two stories were of equal size. However, two-story buildings are limited to 135 percent of the total site area.
  - 135 percent of the total site area is 6,750 square feet. The F.A.R requirements reduces the potential square footage by approximately 1,250. This lost square footage could translate into roughly two additional apartment units.
  - However, if using a density bonus the limit would be 150% of the total site area, reducing the amount of lost square footage for project utilizing a density bonus.

The restriction is even more severe in the RC zone adjacent to the Single Family Residential (R-1) zone, where F.A.R requirements limit two-story buildings to 80 percent of the total site area. For example:

- A 5,000 square foot lot could result in a maximum building coverage of 3,500 (70 percent), so two stories of the same size could render a 7,000 square foot building.
  - With F.A.R. limited to 80 percent of the total site area for two-story structures, this limits the building to 4,000 square feet. This represents a loss of about 3,000 square feet.
  - Like the example above, the loss of square footage is reduced if a project can capitalize on a bonus.

F.A.R. bonuses are available for projects that include affordable housing, courtyards, and/or intra-block walkways.

Review Processes and Additional Studies

The City should be mindful of how additional procedures and studies can add time and cost to projects that are facing unprecedented cost escalations in the current economic environment. For example, CMC 17.08.050.F.1 requires all multifamily projects to prepare an acoustical analysis and the implementation of acoustical design treatments to meet noise standards contained in Title 25 of the California Government Code. While this is not a barrier to development on its own, it does require a small amount of time and cost to the development process. Cumulatively, review processes can add up to be a significant barrier to development and the City should endeavor to streamline review and approvals wherever possible.

The City also requires conditional use permits for certain residential developments in all zones (i.e. developments over 22 du/ac). The City's standard practice is to process approvals concurrently where possible; but removing this additional process could reduce extra steps and cost in the development process for both City staff and applicants, while eliminating the additional cost of preparing a conditional use application.

High-Level Sites Analysis

In its forthcoming update to the Housing Element of the General Plan, the City will be required to identify physical sites that have the zoned capacity to accommodate its share of regional housing need (349 units). The State agency (Housing and Community Development "HCD") responsible for oversight and certification of the Housing Element has specific requirements for this analysis. It is beyond the scope of this project to conduct a full HCD compliant alternative sites analysis. And the sites included in this review is unlikely to be an exhaustive list of candidates. It likely also includes candidates that future study my find less viable. However, as a precursor to the Housing Element Update, we provide a high-level overview of potential candidate sites. In our methodology we combine anecdotal context through conversations with local developers and property owners alongside a range of variables that are theoretically indicative of redevelopment potential. These include:

- Historic resources
- Sites with adjacent ownerships
- Sites identified in RHNA5
- Land-to-improvement ratio
- Total value per-square-foot
- Sites with high value uses
- Discussions with developers
- Site visit and spot checking

Defining a Study Area

Housing redevelopment generally requires scale to be financially feasible because the value of the new use must be measurably higher than the existing use. Scale is a function of site size and allowed density. Under the existing zoning code, only the R-4 and commercial zones allow multifamily development. For this reason, the focus of this work is on the commercial core, defined in Figure 11.

Conservation District

The purpose of the Conservation District (codified in 2004) is to "recognize that Ocean Avenue and the commercial properties that surround this corridor contain some of the most memorable and important commercial buildings in Carmel".[18] The district includes special procedures that influence the development and design context for properties in the district. While we did not consider all properties in the district to be infeasible, the additional development and design standards add an additional layer of complexity to redevelopment potential.

[18] Carmel Municipal Code § 17.20.260. (See https://www.codepublishing.com/CA/CarmelbytheSea/html/Carmel17/Carmel1720.html)

Figure 10: Zoning Map; Carmel-by-the-Sea

Source: City of Carmel-by-the-Sea

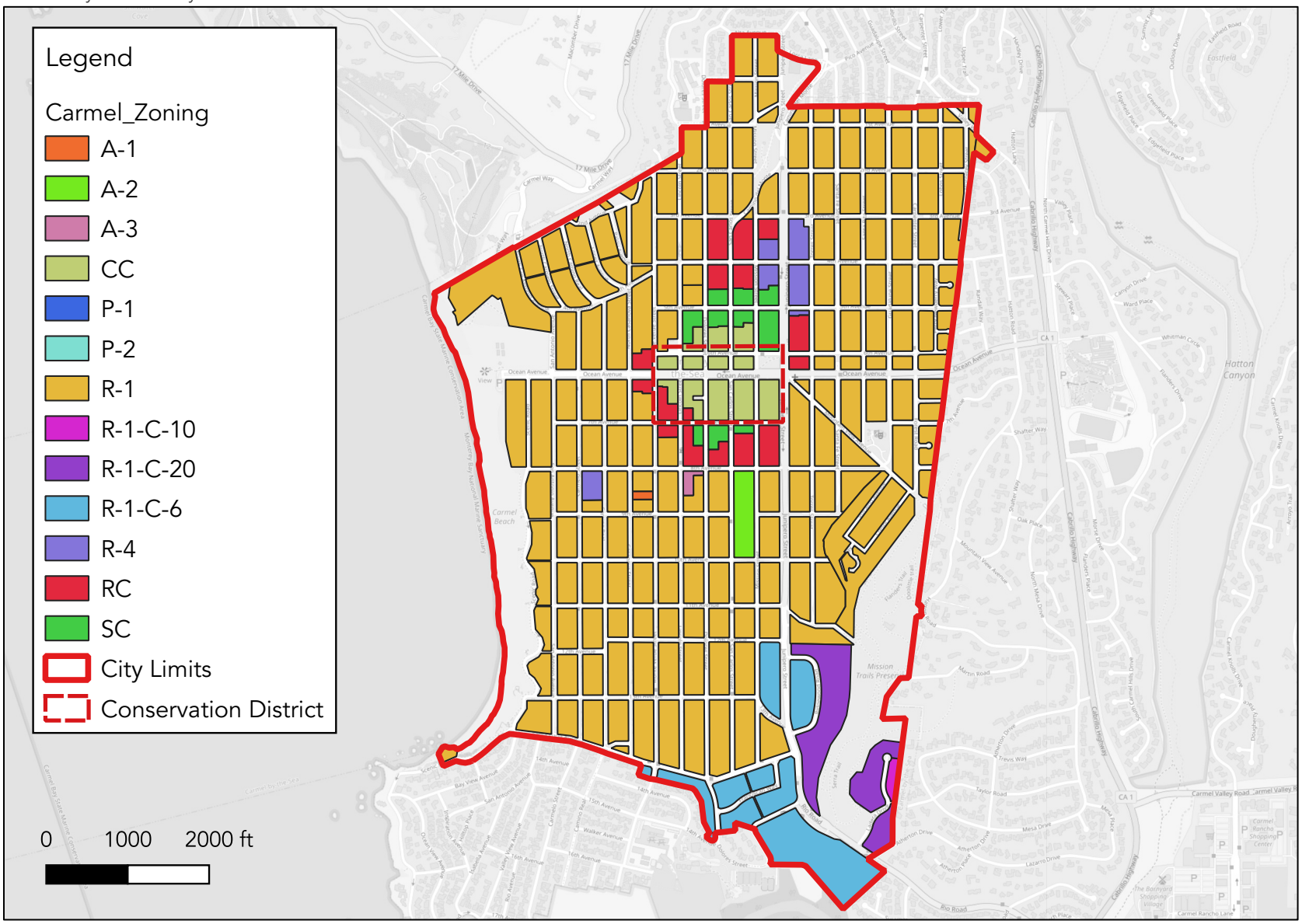
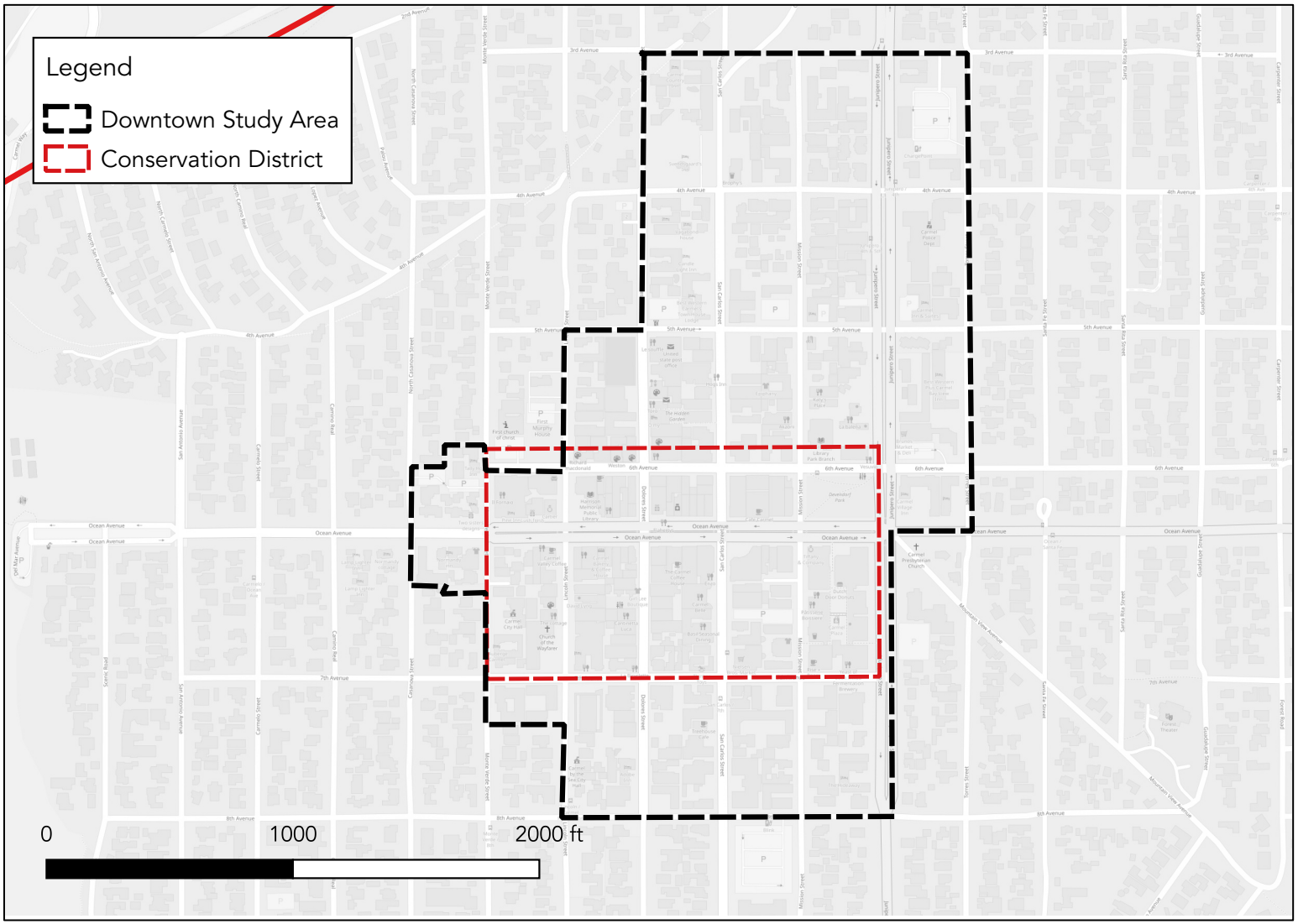


Figure 11: Commercial Core Study Area Definition

Source: ECONorthwest



Historic Resource Properties

The project study area includes 45 properties that are identified as historic. All but seven of these are in the Conservation District (see Figure 12). While we did not omit historic resource sites from being considered redevelopment candidates outright, redevelopment or renovation of historic resource sites will have an additional layer of complexity, as projects will need to meet the Secretary of the Interior's Standards for Rehabilitation.[19]

Properties Omitted Due to Existing Use

In this step we removed properties from consideration that have clear uses that would be a barrier to redevelopment, regardless of the redevelopment economics of the physical sites (see Figure 13). This included a removal of civic and institutional uses such as City Hall, libraries, parks, and open space. It also removed all attached ownership sites (such as condominiums) because assembling ownerships of these properties is nearly impossible. Lastly, we removed sites with businesses where the likely income generating potential of the use was high relative to the real estate asset (such as hotel properties). Due to Carmel's tourism draw, even a 2-star hotel commands room rates well above average for the class. Conversations with City staff and local developers further suggested that it would be highly unlikely that any hotel property in the commercial core would fully redevelop or reposition to permanent housing. However, there is opportunity to add workforce housing capacity through programs that convert a single hotel room to an on-site managers uint.

Fifth Cycle (RHNA5) Housing Element Sites

Carmel's Fifth Cycle Housing Element was adopted in 2015. This document includes an inventory of sites that were identified at the time as the most likely to accommodate future housing need (see Figure 14). The analytical process to identify these sites is established and findings certified by the State Department of Housing and Community Development (HCD).

Adjacent Ownerships

Sites that can obtain scale through size and density generally have a higher likelihood of redevelopment. Larger sites offer greater flexibility and fewer barriers. Often, two or more sites adjacent to each other that are both underutilized can be combined to make more feasible development site. However, assemblage of multiple ownerships can be a barrier. In this step we used ownership data in Assessor's records to identify properties that are adjacent to each other but have the same owner (see Figure 15). If they meet other redevelopment criteria, these sites are more likely to redevelop.

[19] Secretary of the Interior's Standards for Rehabilitation. (See https://www.nps.gov/subjects/taxincentives/secretarys-standards-rehabilitation.htm)

Figure 12: Historic Resource Properties

Source: City of Carmel-by-the-Sea.

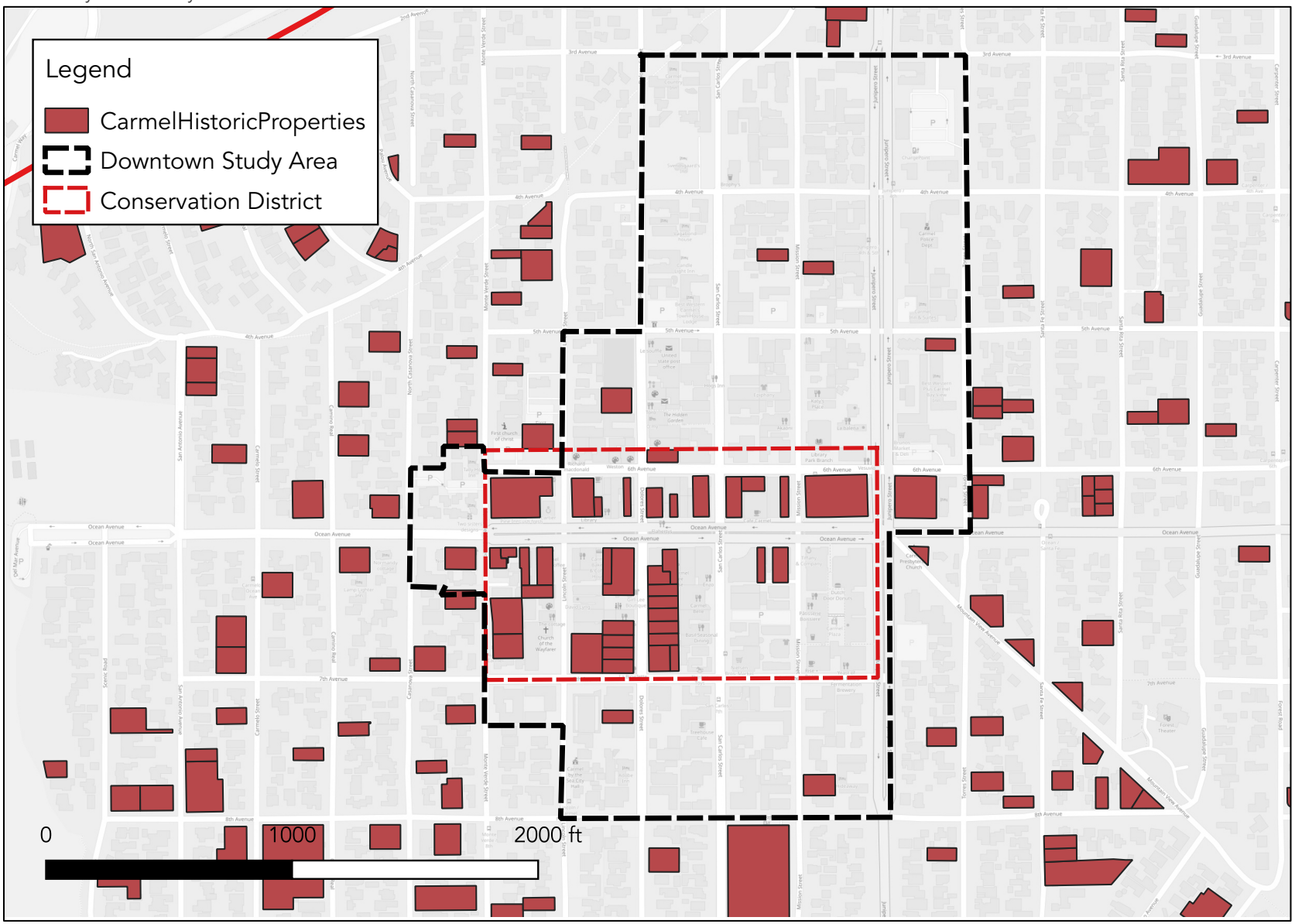


Figure 13: Omitted Properties do to Existing Use

Source: ECONorthwest



Figure 14: RHNA5 Sites in the Commercial Core

Source: Carmel-by-the-Sea Fifth Cycle Housing Element, Digitized by ECONorthwest

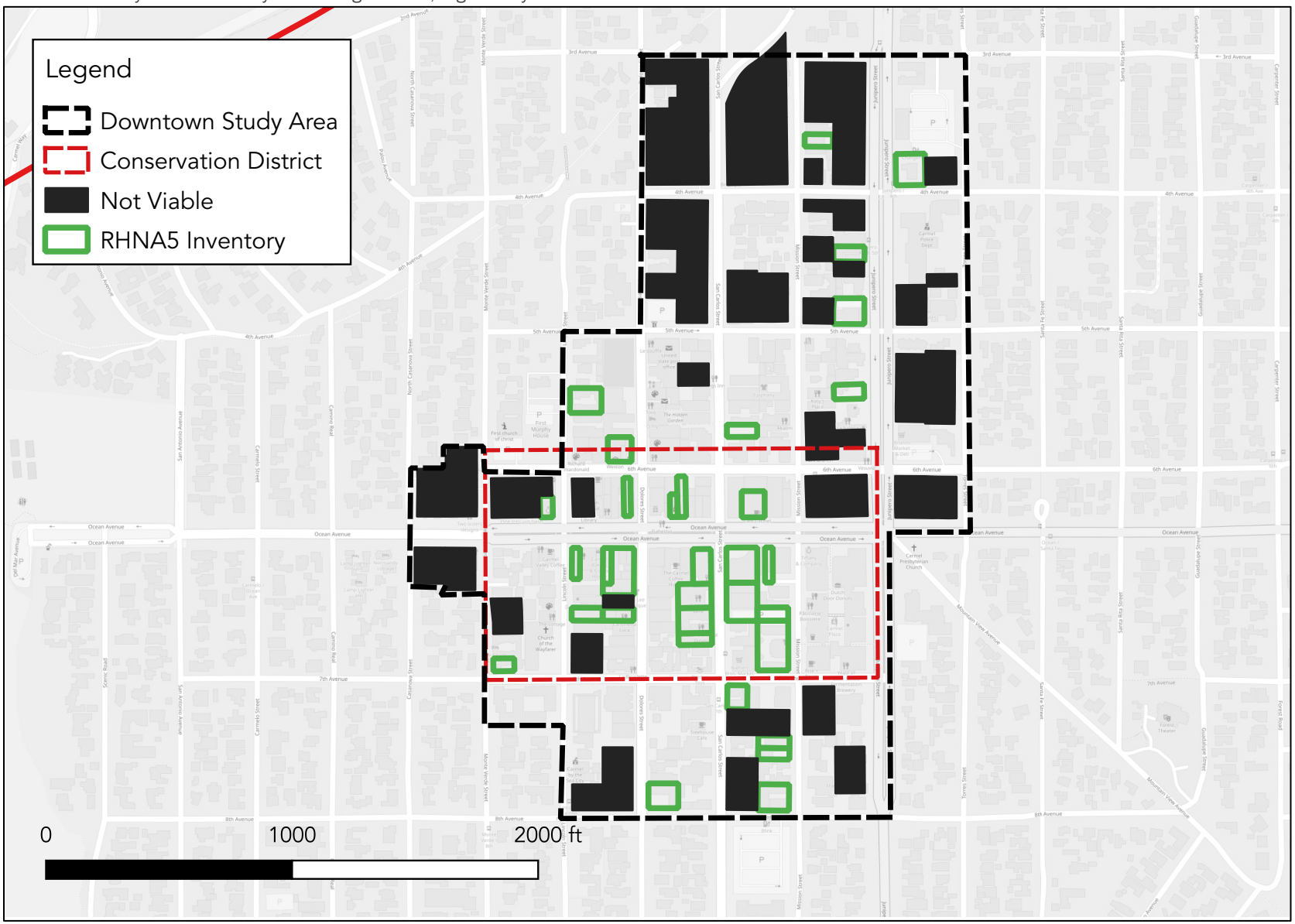
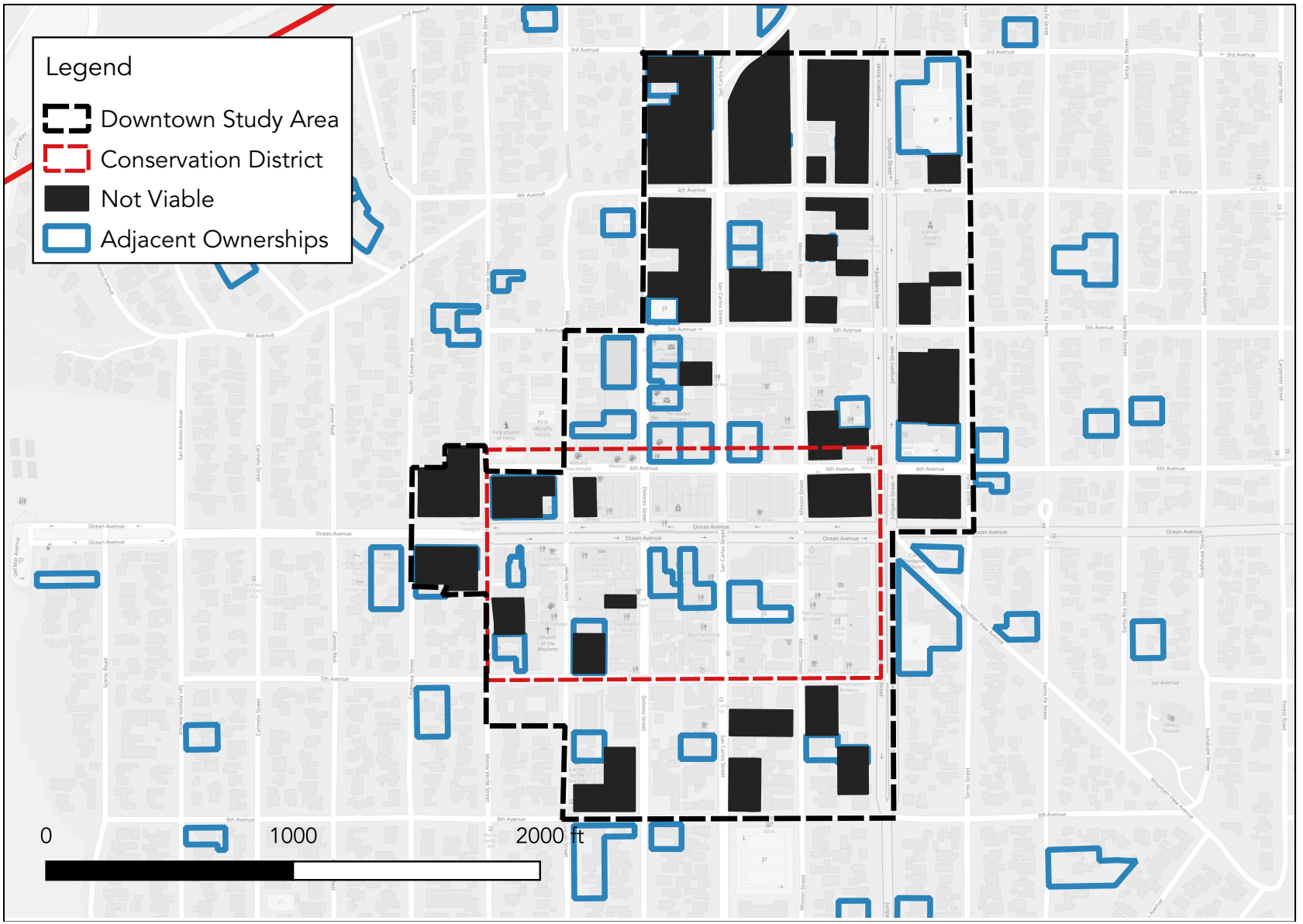


Figure 15: Sites with Adjacent Ownerships

Source: ECONorthwest



Land-to-Improvement Ratio

Land-to-Improvement ratio is a metric that compares the value of an improvement on a property to the value of the land using data from the Monterey County Assessor's Office. Theoretically, the more valuable land is compared to improvements on a site, the more likely the site is to redevelop (see Figure 16).

Data Limitations

The land-to-improvement metric and the value per-square-foot metric (below) use assessed value as reported by the Assessor. Assessor's data can deviate broadly from real market value in California due to Proposition 13 which limits the annual increase in assessed value to 2 percent until a property transacts. While the ratio of improvement and land value should be more stable, properties that have not transacted for a long time could provide misleading results. For this reason, we consider these metrics alongside all other variables and in conjunction with site/spot checks.

Total Value Per-Square-Foot

In development economics the term "residual land value" is defined as the maximum value that a developer can pay for a site for a given development program. It is influenced by a range of factors including construction costs, development form, market conditions, and the developer's threshold for rate of return, among other factors. It was beyond the scope of this work to do feasibility testing that would calculate actual residual land values. However, we know that the more expensive it is to acquire sites, the less likely development is to be feasible. Therefore, identifying sites in the study area with the lowest combined value (land plus improvements) relative to the size of the site can be an indicator of redevelopment potential (see Figure 17).

Candidate Site List

We combined the analysis above with an in-person site visit, visual assessment using aerial and streetscape photography, and conversations with local representative to develop an inventory of candidate sites that could have redevelopment potential. In addition to properties within the study area, we also evaluated sites adjacent to the commercial core that could be candidates for future rezoning to allow more housing density. Each site is briefly discussed below Figure 18.[20]

[20] Sites are not listed in any particular order of prioritization

Figure 16: Land-to-Improvement Ratio

Source: ECONorthwest using Monterey County Assessor's Data



Figure 17: Total Value Per-Square-Foot

Source: ECONorthwest using Monterey County Assessor's Data

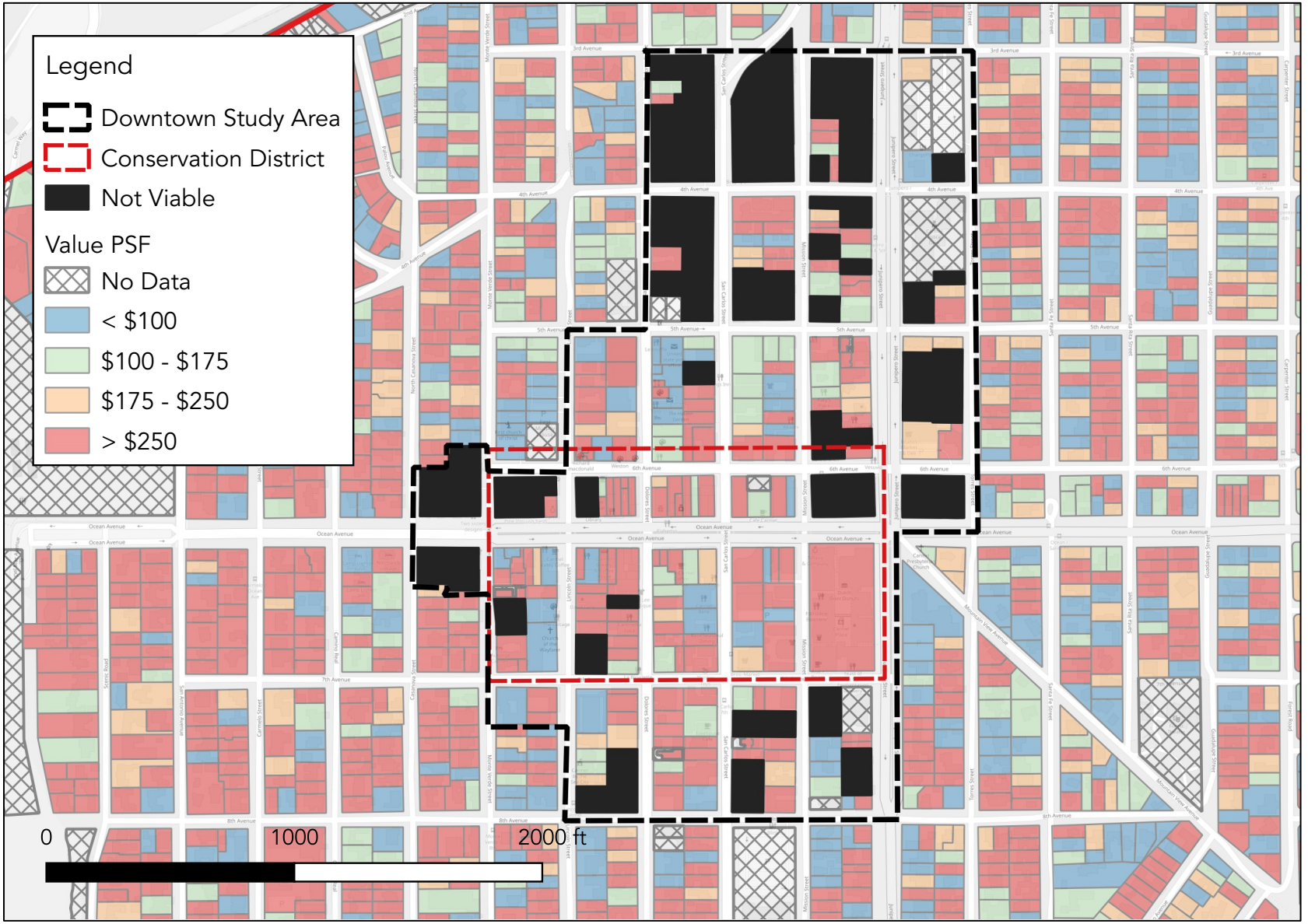


Figure 18: Candidate Site List

Source: ECONorthwest

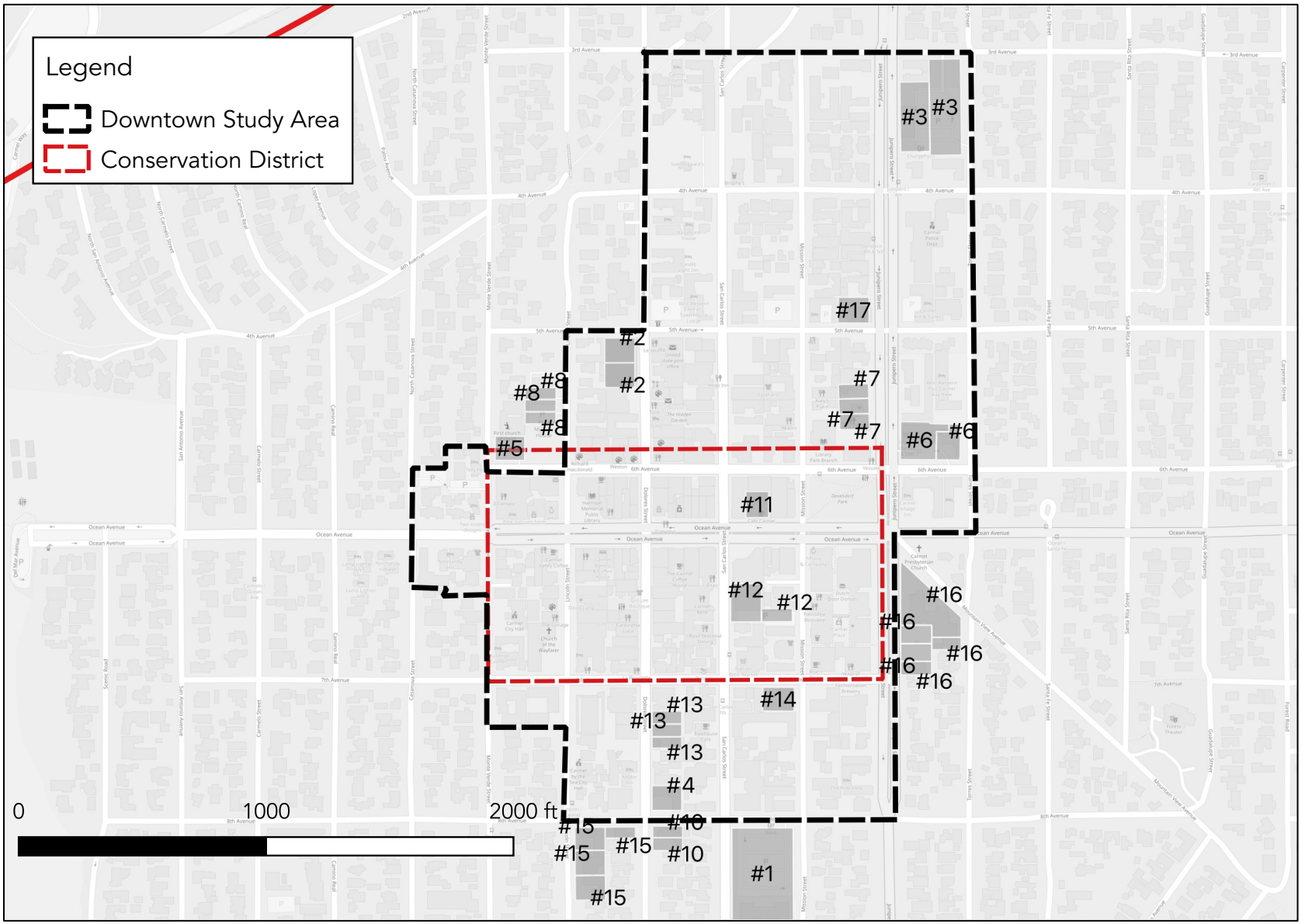


Figure 19: Data Table of Candidate Sites

Source: City of Carmel-by-the Sea Planning Department

Site ID	APN	Zoning	Lot Size	Acres	Max units @ 22 DUA[21]	Max Units @ 44 DUA[22]	Max Units @ 88 DUA[23]
#1	10143001000	A-2	90,084	1.02	22	45	90
#2	10138003000	SC	7,913	0.37	8	17	33
	10138021000	SC	7,949				
#3	10104001000	R-4	32,136	1.28	28	57	113
	10104004000	R-4	21,576				
#4	10145008000	RC	7,878	0.18	3	8	16
#5	10212010000	R-1	7,637	0.18	3	8	16
#6	10095013000	RC	15,313	0.53	11	24	47
	10095012000	RC	8,027				
#7	10098005000	SC	4,871	0.33	7	15	30
	10098004000	SC	4,676				
	10098006000	SC	4,901				
#8	10212027000	R-1	4,014	0.28	6	13	25
	10212004000	R-1	4,004				
	10212026000	R-1	3,994				
#10	10144015000	R-1	4,155	0.18	3	8	16
	10144016000	R-1	3,738				
#11	10133004000 (Example)	CC	6,398	0.14	3	7	13
#12	10141006000	CC	12,520	0.38	8	17	34
	10141011000	CC	4,377				
#13	10145012000	SC	3,632	0.30	6	14	27
	10145024000	SC	4,030				
	10145023000	SC	4,118				
#14	10142001000	SC	8,009	0.18	3	8	16
#15	10149012000	A-3	7,435	0.62	13	28	55
	10149010000	A-3	7,964				
	10149011000	A-3	7,985				
	10149001000	A-3	3,615				
#16	10084030000	R-1	26,874	1.10	24	49	97
	10084023000	R-1	5,822				
	10084024000	R-1	6,016				
	10084022000	R-1	4,496				
	10084003000	R-1	3,856				
#17	10097007000		8,534	.020	4	9	18
			TOTAL:	**7.27 acres**	**152 units**	**327 units**	**646 units**

[21] Permitted by-right. No affordable requirements

[22] 20% of units must be for low-income households OR 10% must be for very low-income households OR 50% must be for seniors. All units must be deed restricted for a minimum of 30 years.

[23] All units must be deed restricted affordable for a minimum of 30 years.

Site 1: Sunset Center Lots Site

The north lot at Sunset Center is a large (1.02 acre) parking lot with no improvements other than paving. It is a City-owned site. The City has expressed interest in redeveloping the site for housing so long as parking needs for Sunset Center could be accommodated in the development program. A zone change from Theatrical District (A-2) to Multifamily Residential (R-4) would be required to facilitate development of the site. The south lot could also be viable, but larger scale development may not be as compatible with existing residential development scale this far removed from the commercial core.



Site 2: Ulrika Plaza Site

The 0.37-acre Ulrika Plaza site previously entitled as a mixed-use building. The initial developer lost the project for financial reasons, and it was acquired by another developer. This developer has been working to get a development program for 12 market-rate apartment units approved on the site for several years. The site is a case study of a development not building to maximum density.



Site 3: City Public Works (Vista Lobos) Site

This is a City-owned site totaling 1.28 acres at the north end of the study area. The site is a large parking lot with low value improvement used for public parking. The City has expressed interest in using the site for housing if feasible. Potential height restrictions due to a protected viewshed to Point Lobos (see CMC 17.12.050) could limit achievable density and feasibility.



Site 4: Carmel Realty Office Site

This site is a 0.18-acre corner-lot parcel that is currently owned and used for office space by Carmel Realty. It has low lot coverage and scores well with a land-to-improvement ratio. It is a single-story structure that is surrounded on all sides by structures that are at least two stories tall. The site was previously used in the RHNA5 inventory.



Site 5: Pine Inn Parking Lot

This 0.18-acre site is the parking lot for the Pine Inn. The site is not attached or adjacent to the inn, it is a separate parcel across the street. As driving patterns and parking needs change, this site could be a future candidate for redevelopment.



Site 6: Bruno's Market Site

This site is two adjacent parcels totaling over 0.53 acres under the same ownership. The site includes a parking lot that leads to low lot coverage. It also scores in the top tier for land-to-improvement ratio. It could be a potential redevelopment candidate.



Site 7: Three Garages Site



This site would be an assemblage of three equal sized parcels totaling 0.33 acres. Two of the parcels are under the same ownership, and one was previously used in the RHNA5 inventory. Existing uses include a site with parking and three attached garages, and a commercial building used for real estate sales. Combined the site scores in the top tier for land-to-improvement ratio and in the mid-tier for value per-square-foot.

Site 8: First Church of Christ Parking Lot



This site is a parking lot used by the First Church of Christ. It is three separate taxlots totaling 0.28 acres. Assessor's records have missing values for ownership on the two southern parcels but given its existing use we assume that all three parcels are owned by the Church. In 2020, the State of California passed AB1851[24], commonly referred to as the "yes in God's backyard" bill. This bill makes it easier for religious institutions to convert excess parking to affordable housing by prohibiting a local agency from requiring the replacement of religious-use parking spaces that a developer of a religious institution affiliated housing development project proposes to eliminate as part of that housing development project. Redevelopment of the site would require a zone change.

Site 9: Misc. City-Owned Sites (Not Mapped)



The City owns a series of miscellaneous small vacant sites in the R-1 zone. These sites are legacy right-of-way that were not developed for streets. Some of these sites may have development potential. However, our site visit identified that barriers were common, including mature trees, topography, and use for primary access for existing homes.

[24] California Assembly Bill. 2020. "Religious institution affiliated housing development projects: parking requirements." 2019-2020 Regular Session. AB 1851. (See https://openstates.org/ca/bills/20192020/AB1851/)

Site 10: Red Cross Site

This site is two adjacent parcels owned and used by the American Red Cross. Collectively the site is 0.18 acres. Because the site is owned by a non-profit organization it does not have Assessor's values to calculate redevelopment metrics. However, site inspection confirms a low intensity use. Because the owner is a mission-driven organization, it's possible they may be a willing partner if they can find an alternative for their current operations.



Site 11: Café Carmel Site (Representing ALL single-story downtown buildings)

All single-story downtown buildings can be explored as opportunities for densification. Site orientation, existing and surrounding uses, and access are contributing factors to feasibility. The Café Carmel site pictured is one example of a single-story commercial property with two-story building on either side. The Café Carmel site specifically scores in the top tier for land-to-improvement ratio and has a land value around $100 per-square-foot. The site was previously used in the RHNA5 inventory.



Site 12: Wells Fargo Site

This site is two adjacent parcels comprised of the existing Wells Fargo building and associated parking lot. Combined the site is 0.38 acres. The site was identified as a candidate site in the RHNA5 Housing Element inventory. It scores in the top tier for land-to-improvement ratio. It is owned by an institutional entity (Wells Fargo). However, conversations with City staff indicate that it could be a candidate for inclusion as a historic property which would complicate redevelopment.



Site 13: Esperanza 7th and Dolores Site

This site is three adjacent parcels owned by Esperanza Carmel. The site totals roughly 0.30 acres. Esperanza has a development proposal on the site for eight market rate apartment units.



Site 14: 7th and Mission Site

This 0.18-acre site currently accommodates a clothing boutique in a single-story commercial building. Half of the site is comprised of a parking lot, which leads to low lot coverage and a land-to-improvement ratio above 1.5. However, it's value per-square-foot is high at nearly $500 per-square-foot, making acquisition of the property less likely.



Site 15: Carmel Foundation Site

The Carmel Foundation is the only provider of deed-restricted affordable housing in Carmel. Their administrative offices include four parcels totaling 0.62 acres. This site does not score high on land-to-improvement ratio but scores in the top tier of value per-square-foot. This site is being considered as a candidate because the Carmel Foundation is a mission-driven organization and interviews with leadership indicated that if they can accommodate their administrative functions off-site, they would consider redeveloping their property for affordable housing. Redeveloping this site would require rezoning.



Site 16: Carmel Presbyterian Site

This site is five adjacent parcels totaling almost 1.1 acres. Over a third of the site is a parking lot. See previous comments about AB1851. The site is outside of the commercial core and would require a zone change to facilitate redevelopment.



Site 17: 5th and Junipero Site

This is a corner lot site totaling just under 0.20 acres. The existing use is a parking lot and single-story commercial building. The site was included in the RHNA5 inventory. It scores in the mid-tier for both redevelopment metrics.



Housing Capacity Opportunities

Based on our review of market conditions, the character of existing development, and potential needs in the community, we see opportunities to add housing capacity in the following ways:

Promote Accessory Dwelling Units

Accessory dwelling units are commonly built as additional structures on lots with an existing home or are created through garage conversions. Lots that are conducive to accommodating ADUs have common characteristics including larger lot sizes, detached garages, and low lot coverage ratios. In Carmel over 87 percent of parcels are zoned for single-family residential uses (R-1), totaling nearly 2,900 lots. Carmel has also had growing interest in ADU development, receiving 13 applications for ADUs in 2021, up from 8 in 2020.



Infill Capacity

There are several sites, including City-owned properties, where infill could be possible. Development of these sites would require careful consideration of existing adjacent uses. Depending on the scale of the site, this redevelopment could be small-scale plex (duplex, triplex, quadplex) infill or relatively large-scale development. The City should consider amendments to development standards and design guidelines to facilitate achieving the maximum allowed densities. This would result in a greater likelihood of development feasibility for low-to-mid-rise multifamily development forms ranging from three to four stories.



Encourage adding residential units above commercial uses

Carmel's business district has many properties that are single-story low-intensity commercial uses. Some of these properties may be candidates to add an additional story of housing above the existing commercial. There is existing and recent development precedent that this densification is feasible, even for historic properties. The best candidates would be properties where the scale of adjacent properties is two-stories or greater.



Full Redevelopment

There may be opportunities in the commercial district where the value of housing may be higher than the existing commercial use. These sites would be candidates for razing the existing structure and building maximum feasible density. To be feasible the scale of development would have to maximize the development potential of the site through larger massing and maximum height.



Recommended Actions and Potential Incentives

Based on the preceding analysis, we offer the following recommendations for further consideration as the City progresses to an update of its Housing Element.

Explore changes to development standards. Our review of Carmel's zoning code found that overly restrictive development standards, such as the two-story heigh limit are not likely to facilitate maximum allowed densities. The City should explore options to remove these barriers consistent with the findings above.

Adopt objective design standards. Local developers indicate that the review and approval process in Carmel is overly restrictive. Senate Bill 35 and the Housing Accountability Act also require the use of objective standards. The City's code currently includes subjective standards. The City should analyze its current code language and develop recommendations for objective criteria and opportunities for a streamlined review process.

Create an accessory dwelling unit program. An accessory dwelling unit program could range broadly from creating promotional materials and informational outreach to an aggressive program that could project subsidies, development of pre-approved plans, assisting with allocating water credits (for deed-restricted units only), and technical assistance with planning and building staff navigating the planning and permitting process for property owners.

Create a preservation and monitoring program. The City should take action to understand its inventory of existing deed-restricted units and understand the risk of them converting to market rate.

Consider expanding the R-C and/or R-4 zone. Our analysis identified areas south and west of the commercial core that have opportunity sites and/or concentrations of parcels that could be candidates for redevelopment based on common metrics. The City should explore rezoning opportunities in these areas.

Inventory and incentivize properties with opportunities for densification. The City should consider at a minimum creating an inventory of single-story commercial properties with opportunities for densification and conducting property owner outreach. Other alternatives would be to establish flexible development standards like parking waivers and height limit adjustments, or to assist with water credits.

Explore solutions to water credit barriers to development. The water supply conditions on the Monterey Peninsula are a significant barrier to development. To add units to an existing structure or develop/redevelop a property, a developer must obtain water credits to accommodate the net change in fixtures. However, there are a finite number of credits available and no secondary market for transfer. To accommodate future development, the City should play an active role in regional efforts to improve access to water resources and water credits and facilitate prioritizing water credits for affordable housing.

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

February 7, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	January 3, 2023, Special Meeting Minutes, January 10, 2023, Regular Meeting Minutes, and January 17, 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) January 3, 2023, Special Meeting Minutes
Attachment 2) January 10, 2023, Regular Meeting Minutes
Attachment 3) January 17, 2023, Special Meeting Minutes

CITY COUNCIL
SPECIAL MEETING

January 3, 2023
4:30 PM

OPEN SESSION

CALL TO ORDER AND ROLL CALL

Mayor Potter called the meeting to order at 4:30 p.m.
Roll Call: Councilmembers Baron, Dramov, Ferlito, Mayor Pro Tem Richards, and Mayor Potter were present.

PUBLIC APPEARANCES
None

CONSENT AGENDA

1. Resolution 2023-001, Proclaiming the Continuing Need to Meet by Teleconference Pursuant to Government Code Section 54953(e)

Motion to approve Resolution 2023-001 by Mayor Pro Tem Richards, seconded by Mayor Potter, and adopted 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

CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL– ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 subsection (d)(2) - One potential case

ADJOURNMENT

Council adjourned to closed session at 4:33 p.m.

APPROVED: ATTEST:

_____ _____

Dave Potter, Mayor Nova Romero, MMC, City Clerk

CITY COUNCIL
REGULAR MEETING

Tuesday, January 10, 2023

OPEN SESSION 4:30 PM

CALL TO ORDER AND ROLL CALL

Mayor Potter called the meeting to order at 4:30 p.m.
Roll Call: Councilmembers Baron, Dramov, Ferlito, Mayor Pro Tem Richards, and Mayor Potter were present.

PLEDGE OF ALLEGIANCE

Councilmember Dramov led the pledge of allegiance.

Mayor Potter announced that the public hearing item for the first reading of Ordinance 2022-007 has been recommended for continuation due to late changes to the Ordinance text. He asked for any public comment, and receiving none, asked for a motion to continue.

Motion by Mayor Pro Tem Richards to continue the public hearing item #12, first reading of Ordinance 2022-007 to a date certain of February 7, 2023, 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

PUBLIC APPEARANCES

Sofia Cho thanked the council for their contributions to the Carmel High Mock Trial Team to compete at the Chicago championship and presented and certificate of appreciation to the City Council. Shaya Zetta thanked the Council for their support and shared that a page in the Carmel Magazine was dedicated to thanking the Council and community for their support. Nancy Twomey thanked city staff and volunteers for all of their hard work and efforts during the recent storms, and announced that the Carmel Residents Association will be hosting an event "Experience the Monterey Bay as Seen by early California Artists" at the Carmel Woman's Club.

ANNOUNCEMENTS

A. City Administrator Announcements - Thanked all the staff, Public Works, Fire department and Public Safety for all their hard work during the storm and for keeping the community safe.

B. City Attorney Announcements - no reports

C. Council Member Announcements -

Councilmember Baron - no reports.

Councilmember Dramov - no reports.

Mayor Pro Tem Richards - no reports.

Councilmember Ferlito - Thanked Mike Brown for the work he does with the Carmel High Mock Trial team to help the students with fundraising. She said she was very proud of the students. She reported that the Mission Trail Nature Preserve is closed due to the storms and reminded the public mind all the barriers blocking access to areas like the beach that are not safe right now due to the current storm conditions. She thanked staff for all their work during the storms.

Mayor Potter - Thanked former Mayor Sue McCloud for her generous support of the CHS Mock Trial team and said he's proud of the students. He echoed the thanks to City Staff as well as the CERT Team and other volunteers during the unprecedented storm conditions.

CONSENT AGENDA

Councilmember Ferlito pulled item #4, and Councilmember Baron pulled item #7 from the consent agenda for discussion.

Public comment: none

Motion by Councilmember Baron to adopt consent agenda items 1, 2, 3, 5, and 6, seconded by Councilmember Ferlito, and adopted 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 - December 6, 2022 Regular Meeting Minutes, and December 13, 2022 Special Meeting Minutes

Item 2 - November 2022 Check Register Summary

Item 3 - November 2022 Monthly Reports

Item 5 - Resolution 2023-003 to extend purchase contract with AXON for Police Body Cameras and related equipment and services

Item 6 - Adopt Resolution 2023-006 appointing Councilmember Baron as the Policy Board Primary for the Central Coast Community Energy (CCCE)

ITEMS PULLED FROM CONSENT

Councilmember Ferlito pulled Item #4 from Consent.

Item 4 - Resolution 2023-002, authorizing the City Administrator to execute a Professional Services Agreement with Jayson Architecture, for an amount not to exceed $55,000, for the Library Master Plan Project

Community Activities and Library Director Ashlee Wright gave a brief summary of the item and answered questions from Council.

Public Comment: none

Motion by Councilmember Ferlito to adopt Resolution 2022-002, seconded by Mayor Pro Tem Richards, and adopted 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

Councilmember Baron pulled Item #7 from Consent.

Item 7 - Resolution 2023-008, Proclaiming the Continuing Need to Meet by Teleconference Pursuant to Government Code Section 54953 (e)

Councilmember Baron said he would be voting no on this item because he would like to see all of the legislative bodies attending meetings in person.

Motion by Mayor Potter to adopt Resolution 2022-008, seconded by Ferlito, and adopted 3-2-0-0 by the following roll call vote:
AYES: Councilmembers Ferlito, Richards, and Mayor Potter
NOES: Councilmembers Baron, Dramov
ABSENT: None
ABSTAIN: None

ORDERS OF BUSINESS

Item 8 - Consideration of a request from the Carmel-by-the-Sea Rotary Club to install up to two (2) Rotary International signs at the entrance(s) of the City.

Public Works Director Bob Harary gave a presentation on the item and answered questions from Council.

Public Comment:
Ken White, addressed Council on behalf of the Carmel Residents Association in support of displaying the Rotary signs.
Lucinda Lloyd and Sue McCloud voiced appreciation for the Carmel Rotary but said they do not support displaying the signs.

Council discussion continued.

Council directed staff not to approve an encroachment permit to install the Rotary Signs at the entrances to the City, based on the City's sign Ordinance regulations, although they are supportive of the Rotary as an organization.

Item 9 - Resolution 2023-004, awarding a Professional Services Agreement to BKF Engineers for the Concrete Streets Repair Project for a not-to-exceed fee of $214,667

Public Works Director Harary gave a presentation to Council on concrete streets, and answered questions from Council. Council voiced concerns about pedestrian safety if allowing bikes on the same path as people, motorized bikes, dogs, and strollers, as well as a concern for preserving the aesthetics of Carmel's character. Councilmember Baron said he would like Council to consider a bike path to protect the safety of cyclists as well as pedestrians and suggested an uphill lane designated for bikes.

Public Comment:
Nancy Twomey said she would like to see more visuals of the bike lane models, and right now the isn't sure if she would support it. Sue McCloud asked what would happen to the boulders on Ocean avenue that prevent parking.

Council discussion continued.

Motion by Mayor Pro Tem Richards to adopt Resolution 2022-004 with an amendment to remove the Ocean Avenue bike lane from the scope of the project, seconded by Councilmember Dramov, and adopted 4-1-0-0 by the following roll call vote:
AYES: Councilmembers Dramov, Ferlito, Richards, and Mayor Potter

NOES: Councilmember Baron
ABSENT: None
ABSTAIN: None

Item 10 - Resolution 2023-005 confirming Councilmember appointments to outside agencies

Mayor Potter gave a brief summary of the item and thanked Council for their willingness to volunteer on these committees. Councilmember Ferlito requested that Councilmember Dramov be appointed as the AMBAG alternate to get the experience, and said she would like to help facilitate the Coastwalk group.

Motion by Mayor Pro Tem Richards to adopt Resolution 2023-005, with the amendment to appoint Councilmember Dramov as the alternate member on AMBAG, seconded by Councilmember Baron, and adopted 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 11 - Receive an after-action on Third Thursday and an update on the Farmers' Market and consideration of a Resolution 2023-007 authorizing the consumption of alcohol at the Farmers' Market Third Thursday events in 2023

Community Activities and Library Director Wright gave a presentation on the item and answered questions from Council.

Public Comment:
None

Council discussion continued. Councilmembers Ferlito and Dramov voiced support of the Farmer's Market and Third Thursday events, but not with alcohol consumption.

Motion by Councilmember Baron to adopt Resolution 2023-007, seconded by Mayor Potter and adopted 3-2-0-0 by the following roll call vote:
AYES: Councilmembers Baron, Richards, and Mayor Potter
NOES: Councilmembers Dramov, Ferlito
ABSENT: None
ABSTAIN: None

PUBLIC HEARINGS

Item 12 - Consider Ordinance No. 2022-007 (first reading) amending Carmel Municipal Code (CMC) Sections 17.14.040, 17.28.010, and 17.70.020, to prohibit timeshare and fractional interest uses, as well as advertising and sale thereof, in a manner fully in conformity with the California Coastal Act (CA Section 30510) - Continued from December 6, 2022

Council approved a motion at the start of the meeting to continue this item to February 7, 2023. Council recognized that this item was noticed as a public hearing and opened public comment.

Public Comment:
William Hansen, addressed the Council in favor of the Ordinance.
Nancy Twomey, said that the CRA Board supports the proposed Ordinance.
Andreas Madsen, Pacaso's Chief Revenue Officer, requested to be involved in the feedback on creating a Timeshare Ordinance via a working group or community forum and to provide clarity on what Pacaso does.
Adam Pinterits, Monterey County Association of Realtors, thanked Council for their ongoing discussion on the item and voiced concerns about ambiguity regarding private property rights in the draft Ordinance.
Mike Coughlin, addressed the Council and voiced support of a continued discussion of allowing co-ownership of homes in Carmel.

FUTURE AGENDA ITEMS

Councilmember Dramov said she would like to re-visit the Urgency Ordinance and mask requirements for attending meetings of legislative bodies.

ADJOURNMENT

Council adjourned at 6:17 p.m.

APPROVED:

Dave Potter	Nova Romero, MMC
Mayor	City Clerk

CITY COUNCIL
SPECIAL MEETING

Tuesday, January 17, 2023

OPEN SESSION 12:30 PM

CALL TO ORDER AND ROLL CALL

Mayor Potter called to order at 12:31 p.m.
Roll Call: Councilmembers Baron, Dramov, Ferlito, Mayor Pro Tem Richards, and Mayor Potter were present.

PUBLIC APPEARANCES

Michael McWalters addressed the Council regarding wireless towers.

ORDERS OF BUSINESS

Item 1 – Resolution 2023-008 Ratifying a Proclamation of Existence of a Local Emergency due to the 2022-23 Atmospheric River Winter Storm Event

City Administrator Rerig gave a brief summary of the item and answered questions from Council.

Public Comment: None

Council discussion continued.

Motion by Councilmember Ferlito to adopt Resolution 2023-008, seconded by Councilmember Baron, and approved 5-0-0-0 by the following roll call vote:
AYES: Councilmembers Baron, Dramov, Ferlito, Richards, and Mayor Potter
NOES: None
ABSENT: None
ABSTAIN: None

City Attorney Pierik recommended Council renew the local emergency for another 30 days by Resolution if needed at the February 7th Council Meeting.

ADJOURNMENT

Council adjourned at 12:45 p.m.

APPROVED: ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk

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

February 7, 2023
CONSENT AGENDA

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

RECOMMENDATION:

Review and receive monthly reports.

BACKGROUND/SUMMARY:

This is a monthly series of reports:
1) City Administrator Contract Log (none for December 2022)
2) Community Planning and Building Department Reports
3) Police, Fire, and Ambulance Reports
4) Public Records Act Requests
5) Public Works Department Reports

FISCAL IMPACT:

N/A

PRIOR CITY COUNCIL ACTION:

Monthly review and approval

ATTACHMENTS:

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

City Administrator Contract Log

FY 2022-23

December, 2022

No Contracts

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:	February 7, 2023
APPROVED BY:	Brandon Swanson, Director of Community Planning and Building

DECEMBER 2022 – DEPARTMENT ACTIVITY REPORT

I. PLANNING PERMIT APPLICATIONS:

In December 2022, 23 planning permit applications were received.

II. BUILDING PERMIT APPLICATIONS:

In December 2022, 41 building permit applications were received.

III. CODE COMPLIANCE CASES:

In December 2022, 6 new code compliance cases were created.

IV. TRANSIENT RENTAL COMPLIANCE CASES:

In December 2022, 0 new transient rental compliance cases were created.

V. ENCROACHMENT PERMIT APPLICATIONS:

In December 2022, 14 encroachment permit applications were received.

VI. YEAR-TO-DATE TRENDS

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

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

- Planning Permit Applications – **increase of 5.91%**
- Building Permit Applications – **increase of 1.21%**
- Code Compliance Cases **– increase of 130.77%**
- Transient Rental Compliance Cases – **increase of 1400.00%**
- Encroachment Permit Applications – **decrease of 8.78%**

Table 1. Permit Application Totals

	PLANNING	BUILDING	CODE COMPLIANCE	TRANSIENT RENTAL COMPLIANCE	ENCROACHMENTS
2021 YTD Totals	355	493	104	3	296
2022 YTD Totals	376	499	240	45	270
YTD % Difference	+5.91%	+1.21%	+130.77%	+1400.00%	-8.78%

Planning Permit Report

12/01/2022 - 12/31/2022

Permit #	Permit Type	Project Description	Address/Location	Date Received	Date Approved	Status
22401	Design Study	Remodel interior of (E) 3464 s.f. house and 310 s.f. garage, replace all windows and exterior doors, replace or re-finish exterior stucco on house and garage, replace mechanical & plumbing system, install (1) skylight. Note: Existing ADU is not part of this application.	Scenic 6 SE of Ocean Ave	12/30/2022		Pending Assignment
22400		VOID AND CLOSED				Closed
22399	Use Permit	Temporary use permit for New Years Eve party, 12/31/22. Conditions: Extended hours until 1:00am, Restaurant is closed, empty and dark by 1:15am, No live music past 10:00pm, Stereo/speakers will not be audible outside of the building past 10:00pm, Max occupancy is 47 people.	SW Corner of San Carlos & 6th	12/22/2022	12/22/2022	Approved
22398	Design Study	Installation of new walkway and sitting area of permeable pavers, addition totals 180sf	NW Corner of Santa Fe & 3rd	12/22/2022		Pending Assignment
22397	Design Study	Proposed modifications to a 2 story, single family home currently under construction (BP 21-087 / DS 20-323). The proposed changes to the approved design requiring a design study are as follows. 1. Addition of (5) downward pointing exterior sconces, (3) below the deck on the west facade and (2) on the east facade. 2. The addition of a built in BBQ Grill and storage counter on the east side next to patio. 3. Switching the material on the underside of the roof eves (soffits) from the originally approved wood planks to a light, neutral colored stucco.	NEC Ocean & San Antonio	12/22/2022		In Review

22396	Design Study	Addition and remodel to (E) SFD, addition of (N) detached garage	NE corner of 12th and San Antonio	12/22/2022		Pending Assignment
22395	Design Study	Revision to approved building permit including increased in floor area, windows and door changes in size and location, change to wood siding color, change of roof material from metal to composite slate shingles.	Casanova 9 NW of Ocean	12/20/2022		Pending Assignment
22394	Design Study	Removal of the existing wood shake roof and installation of a matte metal roof (Western States Matte Dark Bronze) for the main residence and garage.	Forest 2 SE of 8th	12/20/2022	12/24/2022	In Review
22393	Sign	Installation of new blade sign in the front of the building	SE Corner of San Carlos & Ocean	12/20/2022		Pending Assignment
22392	Banners	Change in default banners when no other organization is utilizing space.	Ocean from Junipero to Monte Verde	12/19/2022	12/19/2022	Approved
22391	Preliminary Site Assessment	Preliminary site assessment for 300 sf addition.	Santa Fe 3 SW of 2nd	12/15/2022		In Review
22390	Design Study	Replace in-kind damaged wood stairs at three locations around property. Replace damaged wood stairs next to driveway with new concrete stairs with stone wall finish, replace damaged existing wood retaining wall with new CMU retaining wall in front setback, and replace in-kind damaged 4x4 wood posts for fence.	Monterey 2 NE of 1st	12/21/2022		Pending Assignment

22389	Authorized Work	This approval allows for the south edge of a shared asphalt driveway to be modified/repaired. The limits of the repair shall be limited to the area shown on the annotated plan, prepared by Terry Latasa dated received by the Community Planning & Building Department on August 14, 2015 and stamped approved by the City. The area of work is generally from the front property line to the east face of the first stoop and between the south edge of the shared driveway and an imaginary line between the NEC corner of the garage and the front property line. All work in the right-of-way is subject to approval of the Public Works Dept.	Lobos 5 NW 2nd Ave	12/12/2022	12/12/2022	Approved
22388	Design Study	Planting Landscape Plan	Vizcaino 12 SW of Mountain View	12/9/2022		In Review
22387	Notice of Exempt Work	In-kind replacement of a 5-foot high solid wood fence with 1-foot of framed lattice on top at the front of the property. The nonconforming fence is being reconstructed in accordance with CMC Section 17.10.030.E.2 (Reconstruction of Nonconforming Fences and Walls). Existing fences and walls may be rebuilt if damaged or deteriorated without conforming to current height limits upon submittal of plans and photographs documenting existing heights and materials prior to demolition. The director may approve the rebuilding as long as heights are not increased. No change in the location, height, or design of the fence is proposed.	Santa Fe 4 NE First	12/9/2022	12/9/2022	Approved
22386	Mills Act Request	Application for a mills act contract. Home is a 1928 Spanish bungalow originally owned by the police/fire chief - Robert Norton.	Monte Verde 5 NW of 4th	12/8/2022		In Review

22385	Design Study	Installation of generator enclosure, remove stone paving at driveway, install new generator and gravel. Installation of perimeter planting and fencing, remove and replace perimeter fences, remove and replace existing streetscape planing with native and climate adaptive species, replace existing redwood trees with height-appropriate species.	NE Corner of Casanova & 12th	12/5/2022		In Review
22384	Preliminary Site Assessment	Preliminary site assessment for design/build remodel and addition to (e) SFR	NE Corner of Camino Real & 4th	12/2/2022		In Review
22383	Historic Evaluation	Repair roof eave and reroofing, replace existing siding, fencing, decking and trellis	Mission 4 SW of 10th Ave	12/2/2022		Closed
22382	Design Study	Installation of a new rear garden landscape	2002 Monterey Street (2 SW of 2nd)	12/1/2022		In Review
22381	Sign	Installation of new exterior hanging sign in Serena Court.	NW Corner of San Carlos & 6th	12/1/2022		In Review

Total Records: 21 **1/5/2023**

Building Permit Report

12/01/2022 - 12/31/2022

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
220499			THIS PROJECT REQUIRES FULL DEMOLITION OF THE EXISTING HOME. A NEW SINGLE FAMILY RESIDENCE WITH GARAGE WILL BE CONSTRUCTED ON THE SITE. NEW DRIVEWAY, WALKWAYS, DECK, OUTDOOR FIRE PIT, AND OTHER SITE IMPROVEMENTS NOTED ON THE PLANS. THE NEW STRUCTURE SHALL FULLY COMPLY WITH THE REQUIREMENTS OF THE CA. BUILDING STANDARDS AS ADOPTED BY THE CITY OF CARMEL.	1,000,000	Building	Carmelo 2 SW of 11th
220498			Installation if a 12'x28' storage shed	80,000	Building	5 Crespi Ave, Carmel-By-The-Sea, CA 93923
220497	1/3/2023		2 New Tesla Powerwalls 10 kW (Add on to PV).	37,700	Electrical	SW Corner of Casanova Street & 10th Avenue, Carmel-By-The-Sea, CA 93923, USA
220496	1/3/2023		New roof mount PV 16 mods 5.76 kW, 2 New Tesla Powerwalls 10 kW, New 200A Gateway	67,245	Electrical	NE Corner of 7th and Carmelo
220495	1/3/2023		In existing bathroom, replace faulty shower valve, wall and floor tile, toilet, tub, vanity fixtures; upgrade electrical to current code.	12,000	Building	Casanova 5 NE of 13th
220494	12/22/2022	12/22/2022	Replace gutter on the south side of garage and repair approx 2 sf of asphalt shingles on garage roof from tree damage. Contact: Joseph Murphy (310) 508-7226	0	Exempt Work	Camino Real 3 SE of Ocean
220493	12/22/2022		New Detached ADU	400,000	Building	SE Corner of Dolores & 12th

220492	12/22/2022		Reinforce portion of sagging garage roof.	5,000	Building	Perry Newberry 3 SW of 4th
220491	12/22/2022		Tenant improvement for a new Retail store in an existing leased space	772,850	Building	Carmel Plaza
220490			VOID	0	Building	
220489	12/21/2022	12/21/2022	Remodel of bathroom. No location changes to existing plumbing and electrical. Vanity cabinet, counter top, sink, and faucet replacement. Floor and showerhead to be replaced with fixtures in existing locations. Toilet to be replaced with 1.28 gal toilet in existing location. Contact: Dennis Schuh (831) 595-1870	0	Exempt Work	2996 Franciscan Way
220488	12/21/2022	1/4/2023	Run a dedicated circuit from sub panel to outlet, 20 amps, installed led track fixtures.	1,000	Electrical	SE Corner of Mission & 5th
220487	12/21/2022		Replace slide windows and french doors in kind.	0	Exempt Work	Monte Verde 3 SE of 3rd
220486	12/21/2022		Rectifying code compliance case - installation of new hot tub on second story deck.	0	Building	Carmelo 3 NE of 11th
220485	12/20/2022		Clear stop work citation - trench drain, deck repair, bathroom remodel, paint house body & trim.	35,000	Building	Guadalupe 2 NW of 6th
220484	12/20/2022		Clear stop work citation - deck rot repair, siding replacement, installation of garage slab, paint house body & trim.	25,000	Building	NW Corner of Guadalupe & 6th
220483	12/20/2022		CREATE A NEW ADU @ AN EXISTING 1600 SQ/FT RESIDENCE WITH A 200 SQ/FT ATTACHED GARAGE. CONVERTING 337.5 SQ/FT AT THE LOWER LEVEL AND ADDING 231.5 SQ/FT UNDER AN EXISTING WATERPROOF DECK (AT SAME LOWER LEVEL) TO CREATE A : 1 BR 1 ½ BATH 1262.5 SQ/FT RESIDENCE WITH A 200 SQ/FT ATTACHED GARAGE, AND A 2 BR 1 BATH 569 SQ/FT ADU.	125,000	Building	Lincoln 2 SW of 8th

220482	12/19/2022		In-kind replacement of balcony due to rot. Raise hand/guard rail to 42". Contact: Cassandra August (831) 236-3182	2,000	Building	Guadalupe 3 NW of 3rd
220481	12/16/2022		Replace 3 6x6 posts and 3 8x8 beams at the carport due to termite damage.	4,800	Building	2nd 2 SE of Dolores
220480	12/16/2022		Carmel stone veneered CMU block retaining Walls.	20,000	Building	Forest 2 SE of 8th
220479	12/16/2022		BUILDING "A" 2ND FLOOR INTERIOR REMODEL TO EXISTING 942 s.f. ONE BEDROOM APARTMENT AND A 479 s.f. STUDIO UNIT.	300,000	Building	San Carlos 3 NE of 5th
220478	12/14/2022		Residential	1,000	Electrical	SEC Mission and 5th
220477	12/16/2022		ADDITION OF NEW 323 S.F. TO AN EXISTING 2,064 S.F. SINGLE-STOREY RESIDENTIAL W/ ATTACHED GARAGE. REMODEL SHALL COMPRISE OF ENLARGING (E) BEDROOM AND ADDING A BATHROOM/CLOSET; SCOPE OF WORK IS LESS THAN 50% OF (E) STRUCTURE & ENTAILS 622 SF. NO INCREASE IN WATER FIXTURE COUNT. NO TREE SHALL BE REMOVED & NO CHANGES TO EXISTING LANDSCAPE. COMPLIANT WITH 2019 CAL BLDG. CODE.	131,309	Building	3009 LASUEN DRIVE
220476	12/16/2022	12/21/2022	Drywall Removal Due to Roof Leak. Contact: CPR (831) 208-0354	10,000	Demolition	NW Corner of Mission & 7th
220475	12/16/2022		Remodel of kitchenette and bathroom in 1st floor guest room (includes installation of fireplace insert & remodel of bathroom (and adjacent closet) in 2nd floor guest room)	60,000	Building	SE Corner of 4th Ave & Dolores St.
220474	12/16/2022		Full remodel of an existing house. Addition of 60 sq/ft entry foyer and 175 sq/ft. bedroom. New 160 sq/ft. deck. Includes a new kitchen 2 new baths and new HVAC, plumbing and electrical	360,750	Building	Lobos 2 NW of 2nd
220473				0		

220472				0	Building	
220471	12/8/2022		Interior remodel of (e) 1097sf first floor, 645sf second floor and 169sf basement. Re-structure second floor bedroom floor. New sheetrock and insulation throughout structure. New furnace and water heater. New aluminum clad windows to replace existing aluminum windows throughout.	300,000	Building	N Casanova 2 SW of 2nd
220470	12/7/2022	12/7/2022	Installation of 220V power for electric dryer, install power for overhead garage door outlet. Contact: Lori Electric (831) 521-2841	800	Electrical	Monte Verde 2 NW of 8th
220469	12/8/2022		EXISTING STRUCTURES INCLUDE: (1) ONE-STORY 1,360 SQFT SHINGLE-STYLE HOME AND (1) 240 SQFT DETACHED GARAGE. PROPOSED WORK INCLUDES: REMODEL OF (1) EXISTING BATHROOM, ENTRY, & ADDITION OF NEW BEDROOM AND ENTRYWAY AT INNER COURTYARD (158 SQFT OF NEW CONDITIONED SPACE TOTAL). (4) NEW WINDOWS, (1) NEW SKYLIGHTS, (2) NEW EXTERIOR DOORS AND (4) INTERIOR DOORS . ALL NEW EXTERIOR BUILDING ELEMENTS AND MATERIALS TO MATCH EXISTING. WORK TO INCLUDE ELECTRICAL, PLUMBING, & MECHANICAL. NO INCREASE IN OVERALL HEIGHT.	47,400	Building	Santa Fe 3 NE of 2nd
220468	12/7/2022	12/21/2022	Surface remodel of kitchen counters, guest bathroom, switch location of tiolet and shower in primary and guest bath, new tile, shower, and sheetrock.	50,000	Building	Scenic 6 SE of 8th
220467	12/6/2022	12/6/2022	Current gutters will be cleaned out and gutter screens will be installed; new gutters will be installed where they are missing. Contact: MELGOZA GUTTERS AND SHEET METAL INC (831) 578-5176	1,200	Exempt Work	Carpenter 2 SE 4th

220466	12/6/2022	12/6/2022	Residential. New 745sf accessory dwelling unit with one bedroom, one bathroom, and kitchen. Existing house to receive minor non-structural remodel to make two bedrooms into one for egress requirements. Rv01 - Submitted 8/23/22 - THE EAST/WEST WALL ALONG THE SOUTH SIDE OF THE ADU BEDROOM HAS BEEN SHIFTED SOUTH BY 1' - 10" TO UTILIZE SPACE CREATED BY THE PROPOSED DEMOLITION AND NEW CONSTRUCTION OF THE MAIN HOUSE ON SITE PER PROPOSAL UNDER SEPARATE PERMIT. APPROVED DESIGN STUDY DS 21-362. ONLY BEDROOM AND BATHROOM FOOTPRINTS HAVE BEEN IMPACTED. REVISED ADU SQUARE FOOTAGE: 785 SF. OTHER MINOR MODIFICATIONS HAVE BEEN MADE INCLUDING UPDATES TO DOORS/WINDOWS, INTERIOR LIGHTING, AND INTERIOR APPLIANCE LAYOUTS. EXTERIOR SIDING HAS BEEN UPDATED TO MATCH THE SIDING OF (N) HOUSE UNDER SEPARATE PERMIT. DETAILS HAVE BEEN UPDATED AS NEEDED. STRUCTURAL DESIGN HAS BEEN UPDATED TO ACCOUNT FOR THE ADU AND PROPOSED HOUSE UNDER SEPARATE PERMIT TO SHARE FOOTINGS. THE FINISHED FLOOR HEIGHT OF THE ADU HAS BEEN REDUCED BY 1' TO 39' TO COORDINATE WITH PROPOSED HOUSE UNDER SEPARATE PERMIT. CIVIL SHEETS HAVE BEEN UPDATED ACCORDINGLY. Contact: Emily Yang Bauer (831)917-7353	290,000	Building	San Carlos 2 SW of 1st

220465	12/5/2022		Replace (e) back yard fence with block fence to duplicate current height and space. Not visible to any side streets. Contact: 6th Gen Masonry (831) 359-3849	0	Exempt Work	NE Corner of Carmelo & 13th
220464	12/6/2022	12/6/2022	Replace existing furnace. Contact: Christopher Dinner heating, Inc (831) 23-5274	9,200	Mechanical	6th 2 SW of Carpenter
220463			Residential	0	Building	
220462	12/2/2022		Remodel entry, kitchen, powder room, owners suite including bathroom and closets, replace exterior windows, doors, associated siding, trim to match (e) material and color, replace roofing with Certainteed Landmark TL in Country Grey. Contact: Steven Brown (612) 554-3523	100,000	Building	Scenic 3 SE of 12th
220461	12/1/2022	12/2/2022	Replace section of leaking shower drain. Contact: A&R Plumbing (831) 394-7221	1,000	Plumbing	San Carlos 4 SW of 7th
220460	12/1/2022		Remove (e) balcony deck from second story and install temporary safety rail. New railing installation to be submitted under subsequent permit. CONDITIONS: REQUIREMENT FOR DESIGN STUDY APPLICATION TO BE SUBMITTED WITHIN 60 DAYS OF THIS PERMIT APPROVAL. Contact: Nadir Agha (831) 594-7170	500	Demolition	Mission 2 SW of Ocean
220459	12/1/2022		Interior tennant improvement. Make bathroom ada compliant, update electrical, update plumbing install benches and cabinetrtry	40,000	Building	Mission 3 NW of 6th

Total Records: 41

1/5/2023

Code Compliance Report

12/01/2022 - 12/31/2022

Case #	Case Type:	Status	Location	Problem Description	Date Received	Date Closed
22240	Building Violation	Open	NWC Forest & 7th	x2 Bathroom remodels requiring permit	12/14/2022	
22239	Building Violation	Open	NWC Forest & 7th	x2 Bathroom remodels without permit	12/14/2022	
22238	Building Violation	Open	NWC Forest & 7th	x2 Bathroom Remodeling without permit	12/14/2022	
22237	Right of way Violation	Open	Dolores 2 NW of Santa Lucia	Fence construction in right-of-way	12/8/2022	
22236	Planning Violation	Open	Monterey 2 NE Valley Way	Landscaping/Retaining Wall w/o permit	12/2/2022	
22235	Gas Leaf Blower Violation	Closed	San Carlos 5 SW 2nd	Gas Leaf Blower	12/6/2022	

Total Records: 6

1/5/2023

Transient Rental Report

01/01/2022 - 12/31/2022

Case #	Street	Status	Date Received	Last Status Date	Date Closed
22234	Mountain View	1st NOV sent	11/23/2022	11/23/2022	
22230	Carmelo	2nd NOV sent	11/14/2022	12/20/2022	
22220	Junipero	1st NOV sent	10/21/2022	11/1/2022	
22219	Carpenter	1st NOV sent	10/21/2022	11/1/2022	
22218	Perry Newberry	1st NOV sent	10/21/2022	12/1/2022	12/1/2022
22217	5th Ave	1st NOV sent	10/21/2022	11/1/2022	
22216	Junipero	1st NOV sent	10/21/2022	10/22/2022	10/22/2022
22213	Junipero	Closed	10/20/2022	11/25/2022	11/25/2022
22211	Mission	1st NOV sent	10/20/2022	12/1/2022	12/1/2022
22206	Alta	STR verified	10/17/2022	11/1/2022	11/1/2022
22198	Carmelo	Closed	10/14/2022	10/14/2022	12/2/2022
22195	Valley Way	Closed	10/9/2022	10/11/2022	10/11/2022
22194	Casanova	Closed	10/11/2022	10/11/2022	10/11/2022
22193	Santa Fe	Closed	10/9/2022	10/10/2022	10/11/2022
22184	Santa Fe	Closed	9/25/2022	9/25/2022	9/26/2022
22183	San Antonio	Closed	9/25/2022	11/4/2022	10/28/2022
22177	Santa Fe	1st NOV sent	9/10/2022	9/11/2022	
22176	Lobos	Closed	9/10/2022	9/10/2022	11/22/2022
22175	Junipero	Closed	9/10/2022	9/30/2022	9/30/2022
22167	Mountain View	Closed	8/30/2022	8/30/2022	10/26/2022
22164	San Carlos	Closed	8/25/2022	9/29/2022	10/27/2022
22163	Monte Verde	Closed	8/17/2022	9/6/2022	9/6/2022
22151	Forest	Closed	7/21/2022	8/30/2022	8/30/2022

22146	Carmelo	Closed	7/20/2022	9/14/2022	9/14/2022
22138	Casanova	Closed	7/5/2022	7/5/2022	9/2/2022
22134	Junipero	Closed	6/28/2022	8/3/2022	8/3/2022
22133	Junipero	Closed	6/27/2022	7/1/2022	8/3/2022
22132	Valley Way	Closed	6/24/2022	7/5/2022	7/5/2022
22103	Dolores	Closed	5/24/2022	5/26/2022	5/26/2022
22098	Santa Rita	Closed	5/25/2022	7/20/2022	7/20/2022
22097	Carmelo	Closed	5/22/2022	6/21/2022	6/21/2022
22096	Mission	Closed	5/22/2022	7/5/2022	7/5/2022
22091	Junipero	Closed	5/15/2022	6/21/2022	6/21/2022
22090	Dolores	Closed	5/15/2022	7/6/2022	7/6/2022
22070	Junipero	Closed	4/12/2022	6/24/2022	6/24/2022
22068	N Carmelo	Closed	4/6/2022	5/3/2022	5/3/2022
22067	N San Antonio	Closed	4/5/2022	5/10/2022	5/10/2022
22063	Carmelo	Closed	3/22/2022	5/15/2022	5/15/2022
22062	Casanova	Closed	3/17/2022	3/17/2022	4/20/2022
22042	San Carlos	Closed	2/22/2022	4/5/2022	4/5/2022
22039	Ocean	Closed	2/15/2022	4/4/2022	4/4/2022
22033	Dolores	Closed	2/10/2022	2/10/2022	2/10/2022
22024	Dolores	Closed	2/3/2022	2/10/2022	2/11/2022
22013	Junipero	Closed	2/1/2022	4/11/2022	4/11/2022
22007	Lopez	Closed	1/11/2022	3/15/2022	3/15/2022

Total Records: 45

1/4/2023

Encroachment Permit Report

12/01/2022 - 12/31/2022

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
220272	Temp Ench	12/21/2022	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Vizcaino 10 SW of Mountain View	1/3/2023	Approved
220271	Perm Ench	12/20/2022	Extend drainage overflow to edge of pavement at Lincoln, SE corner oflot.	SE Corner of Lincoln & 3rd		In Review
220270	Temp Ench	12/20/2022	Applicant to trench, backfill, and install electric substructures. PG&E to install underground electric services. PG&E to install padmount transformer. PG&E to remove (e) pole and set new joint owned pole. PG&E to install new riser and fused cutouts.	Carmelo 2 SE of 8th		In Review
220269	Temp Ench	12/19/2022	Comcast is proposing to access (1)(e) doghouse to missile (n) conduits under the (e) brick sidewak 10lf to convey FO service to NE Corner of San Carlos & 5th.	NE Corner of San Carlos & 5th		In Review
220268	Temp Ench	12/15/2022	Abandon (e) sewer lateral & installing 5 water services. Contact: Coastal Paving & Excavating (831) 262-1425	NE Corner of San Antonio & 13th	12/16/2022	Issued
220267	Temp Ench	12/15/2022	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	San Antonio 2 NE of 11th	12/15/2022	Issued
220266	Temp Ench	12/15/2022	Cut curb approx 4', flatten and resurface area. CONDITION: CURB TO BE COLORED WITH SEQUOIA SAND TO MATCH EXISTING. Contact: Isac Vasquez (831) 869-8960	Ocean 3 NE of Guadalupe	12/15/2022	Issued
220265	Temp Ench	12/15/2022	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Mission 4 SW of 12th	12/15/2022	Issued

220264	Temp Ench	12/15/2022	PG&E to trench and back fill 5'x5' bellhole, abandon existing gas service. Contact: PG&E (408) 478-1894	Camino Del Monte 4 NW of San Carlos	12/15/2022	Issued
220263	Temp Ench	12/15/2022	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Junipero 4 NW of 3rd	12/15/2022	In Review
220262	Temp Ench	12/15/2022	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	3rd 2 NW of Santa Fe	12/15/2022	In Review
220261	Temp Ench	12/6/2022	7'x7' asphalt patch for CalAm job #1120. Contact: Coastal Paving & Excavating (831) 262-1425	Camino Real 3 SE of 11th	12/6/2022	Issued
220260	Temp Ench	12/5/2022	Temporary closure of sidewalk to install new gutters at the side of 2 story building. The sidewalk will be reopened at the end of the working day, approx 4:30. Contact: Scudder Roofing (831) 901-3306	Mission between Ocean & 7th	12/5/2022	Issued
220259	Driveway	12/2/2022	Replace concrete driveway with new pavers, leaving drain in place. Will use sand-set pavers to existing garage threshold with functioning drain insert with new P/L curb on northside.	NW Corner of Camino Real & 7th		In Review

Total Records: 14

1/5/2023

CITY OF CARMEL-BY-THE-SEA
Monthly Report

December 2022

Public Safety

TO:	Honorable Mayor, Council Members, and City Administrator Chip Rerig
SUBMITTED BY:	Acting Chief Jeff Watkins
SUBMITTED ON:	February 1, 2023
APPROVED BY:	Chip Rerig, City Administrator

AMBULANCE REPORT

Summary of Carmel Fire Ambulance May Calls for Service

AMBULANCE PERFORMANCE MEASURE

The performance goal for Code-3 (life threatening emergency-lights & siren) ambulance calls with a response time of 5 minutes or less from dispatch to arrival is 95%. For the month of December 2022 the ambulance was not able to meet the performance measure. The response time was 94% with (3) code-3 call over 5 minutes.

60 total calls for service in CBTS

50 Code 3 EMS calls for service – Average response time: 2:15 min, (3) EMS calls over 5:00 min

12/02/2022 – Code 3 response 08:03 min – Vizcaino/Mt. View – Out of the area/Distance

12/07/2022 – Code 3 response 05:20 min – Lincoln/9th - Not pushing on scene button on arrival

12/31/2022 – Code 3 response 05:33 min – Junipero/10th – Extended due to weather

MONTEREY FIRE REPORT

Summary of Monterey Fire May Calls for Service

FIRE PERFORMANCE MEASURE

The performance goal for Code-3 (life threatening emergency-lights & siren) fire calls with a response time of 5 minutes or less from dispatch to arrival is 95%. For the month of December 2022 the fire department was able to meet the performance measure. The response time was 95% with (4) code-3 calls over 5 minutes.

99 total calls for service in CBTS Average response time: 3:45 min.

76 total Code-3 Fire calls for service with (4) Fire call over 5:00 min

12/02/2022 – Code 3 response 07:29 min – Vizcaino/Mt View – Delayed due to weather

12/12/2022 – Code 3 response 05:14 min – Lincoln/5th – Mechanical issue

12/28/2022 – Code 3 response 06:08 min – Junipero/7th – Responding from Highway 1

12/31/2022 – Code 3 response 06:08 min – Junipero/10th – Delayed due to weather

BEACH FIRES

(0) Illegal beach fires were recorded during the month of December

RESPONSE SUMMARY REPORT BY INCIDENT TYPE
27060 CARMEL-BY-THE-SEA
Alarm Date From: 12/01/2022 To: 12/31/2022

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS)						
Medical assist, assist EMS crew	12/6/2022 6:48 PM	221206-MNT08573	0:02:29	7TH AVE	DOLORES ST	3
Medical assist, assist EMS crew	12/18/2022 7:41 PM	221218-MNT08969	0:04:05	26210 DOLORES ST		3
Medical assist, assist EMS crew	12/7/2022 6:18 AM	221207-MNT08583	0:04:25	9TH AVE	LINCOLN ST	3
Medical assist, assist EMS crew	12/18/2022 10:37 AM	221218-MNT08953	0:04:29	CARMEL WAY	2ND AVE	3
Medical assist, assist EMS crew	12/7/2022 10:05 AM	221207-MNT08586	0:04:31	25995 RIDGEWOOD RD		3
Medical assist, assist EMS crew	12/8/2022 12:58 AM	221208-MNT08600	0:04:35	DOLORES ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	12/22/2022 11:53 AM	221222-MNT09085	0:00:00	5 CROSSROADS MALL		3
EMS call, excluding vehicle accident with injury	12/22/2022 12:25 PM	221222-MNT09089	0:00:34	7TH AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	12/23/2022 11:07 AM	221223-MNT09121	0:01:01	SAN CARLOS ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	12/4/2022 1:06 PM	221204-MNT08507	0:01:29	6TH AVE	DOLORES ST	3
EMS call, excluding vehicle accident with injury	12/21/2022 8:43 AM	221221-MNT09049	0:01:45	SANTA RITA ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	12/12/2022 1:11 PM	221212-MNT08778	0:01:56	SAN CARLOS ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	12/6/2022 1:43 PM	221206-MNT08566	0:02:01	CARMELO ST	9TH AVE	3
EMS call, excluding vehicle accident with injury	12/5/2022 1:39 PM	221205-MNT08535	0:02:17	LINCOLN ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	12/5/2022 6:22 PM	221205-MNT08548	0:02:20	DEL MAR AVE	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	12/9/2022 7:28 PM	221209-MNT08657	0:02:29	DOLORES ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	12/30/2022 8:05 PM	221230-MNT09327	0:02:38	MISSION ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	12/26/2022 8:57 PM	221226-MNT09218	0:02:42	SAN CARLOS ST	11TH AVE	3
EMS call, excluding vehicle accident with injury	12/14/2022 4:31 PM	221214-MNT08855	0:02:43	SAN CARLOS ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	12/12/2022 9:14 PM	221212-MNT08795	0:02:45	TORRES ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	12/2/2022 9:18 AM	221202-MNT08454	0:02:53	OCEAN AVE	SANTA RITA ST	3
EMS call, excluding vehicle accident with injury	12/17/2022 6:32 PM	221217-MNT08940	0:03:19	4TH AVE	GUADALUPE ST	3
EMS call, excluding vehicle accident with injury	12/29/2022 1:19 AM	221229-MNT09281	0:03:35	MISSION ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	12/2/2022 5:33 PM	221202-MNT08462	0:03:40	SANTA FE ST	6TH AVE	3
EMS call, excluding vehicle accident with injury	12/3/2022 9:58 PM	221203-MNT08492	0:03:56	TORRES ST	1ST AVE	3
EMS call, excluding vehicle accident with injury	12/20/2022 2:59 PM	221220-MNT09032	0:03:56	LINCOLN ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	12/15/2022 4:59 AM	221215-MNT08871	0:03:59	DOLORES ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	12/22/2022 4:43 AM	221222-MNT09075	0:04:02	SANTA RITA ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	12/8/2022 11:35 AM	221208-MNT08609	0:04:07	MISSION ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	12/27/2022 12:08 PM	221227-MNT09232	0:04:09	SAN CARLOS ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	12/18/2022 11:13 AM	221218-MNT08954	0:04:56	8TH AVE	S MOUNTAIN VIEW AVE	3

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS) cont.						
EMS call, excluding vehicle accident with injury	12/12/2022 4:28 AM	221212-MNT08767	0:05:14	LINCOLN ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	12/2/2022 11:40 PM	221202-MNT08470	0:07:29	VIZCAINO	S MOUNTAIN VIEW AVE	3
		33	***0:03:14***			
322-399 Series (Rescues)						
Motor vehicle accident with injuries	12/23/2022 12:58 PM	221223-MNT09128	0:02:21	4TH AVE	MONTE VERDE ST	3
Motor vehicle/pedestrian accident (MV Ped)	12/9/2022 6:10 PM	221209-MNT08655	0:01:39	JUNIPERO AVE	6TH AVE	3
Motor vehicle accident with no injuries.	12/31/2022 1:37 PM	221231-MNT09357	0:00:19	SCENIC RD	10TH AVE	3
Motor vehicle accident with no injuries.	12/1/2022 4:58 PM	221201-MNT08440	0:04:12	RIO RD	LASUEN DR	3
		4	***0:02:08***			
400 Series (Hazardous Material)						
Hazardous condition, other	12/10/2022 10:10 AM	221210-MNT08679	0:04:50	VALLEY WAY	LOBOS ST	3
Gas leak (natural gas or LPG)	12/19/2022 6:06 PM	221219-MNT09002	0:04:40	SANTA FE ST	3RD AVE	3
Gas leak (natural gas or LPG)	12/17/2022 6:47 PM	221217-MNT08941	0:05:00	SCENIC RD	OCEAN AVE	3
Carbon monoxide incident	12/5/2022 10:13 AM	221205-MNT08528	0:03:49	MONTE VERDE ST	3RD AVE	3
Electrical wiring/equipment problem, other	12/31/2022 2:31 PM	221231-MNT09361	0:06:08	JUNIPERO AVE	10TH AVE	3
Power line down	12/10/2022 11:52 AM	221210-MNT08687	0:00:03	TORRES ST	3RD AVE	2
Power line down	12/6/2022 10:40 AM	221206-MNT08561	0:03:51	SANTA FE ST	OCEAN AVE	3
Power line down	12/13/2022 6:27 PM	221213-MNT08820	0:03:59	CAMINO REAL ST	8TH AVE	2
Power line down	12/10/2022 7:18 AM	221210-MNT08666	0:05:00	SANTA FE ST	4TH AVE	3
Power line down	12/27/2022 8:25 PM	221227-MNT09247	0:04:51	FOREST RD	7TH AVE	3
Arcing, shorted electrical equipment	12/10/2022 7:38 AM	221210-MNT08669	0:03:34	8TH AVE	SANTA FE ST	3
Accident, potential accident, other	12/10/2022 6:53 PM	221210-MNT08719	0:04:35	MISSION ST	1ST AVE	3
		12	***0:04:12***			
500 & 600 Series (Service Calls)						
Lock-out	12/15/2022 3:55 PM	221215-MNT08884	0:01:26	LINCOLN ST	OCEAN AVE	2
Water or steam leak	12/17/2022 4:48 PM	221217-MNT08936	0:00:25	SAN CARLOS ST	6TH AVE	3
Water or steam leak	12/23/2022 8:07 AM	221223-MNT09114	0:02:37	5TH AVE	TORRES ST	3
Smoke or odor removal	12/23/2022 7:02 PM	221223-MNT09137	0:05:53	26336 SCENIC RD		2
Assist police or other governmental agency	12/24/2022 4:35 PM	221224-MNT09163	0:03:00	OCEAN AVE	JUNIPERO AVE	2
Police matter	12/29/2022 12:47 AM	221229-MNT09280	0:02:36	SAN CARLOS ST	6TH AVE	3
Public service	12/30/2022 3:47 PM	221230-MNT09321	0:03:18	SAN CARLOS ST	1ST AVE	3
Public service	12/11/2022 3:58 PM	221211-MNT08745	0:03:35	SAN CARLOS ST	10TH AVE	2
Public service	12/12/2022 1:47 PM	221212-MNT08780	0:03:46	SANTA FE ST	S MOUNTAIN VIEW AVE	2
Public service	12/31/2022 4:55 PM	221231-MNT09377	0:04:00	VIZCAINO	S MOUNTAIN VIEW AVE	3
Public service	12/31/2022 11:35 AM	221231-MNT09345	0:04:07	SAN CARLOS ST	7TH AVE	2
Public service	12/31/2022 12:37 PM	221231-MNT09349	0:04:23	JUNIPERO AVE	2ND AVE	2
Public service	12/24/2022 8:50 AM	221224-MNT09151	0:04:39	MISSION ST	10TH AVE	2
Public service	12/31/2022 12:34 AM	221231-MNT09331	0:04:46	LINCOLN ST	7TH AVE	3
Public service	12/26/2022 1:26 PM	221226-MNT09209	0:04:51	2ND AVE	CARPENTER ST	3
Assist invalid	12/12/2022 5:21 PM	221212-MNT08789	0:02:06	LINCOLN ST	5TH AVE	3
Assist invalid	12/27/2022 7:43 PM	221227-MNT09244	0:02:30	GUADALUPE ST	6TH AVE	3
Assist invalid	12/12/2022 9:29 AM	221212-MNT08772	0:03:02	LINCOLN ST	5TH AVE	2

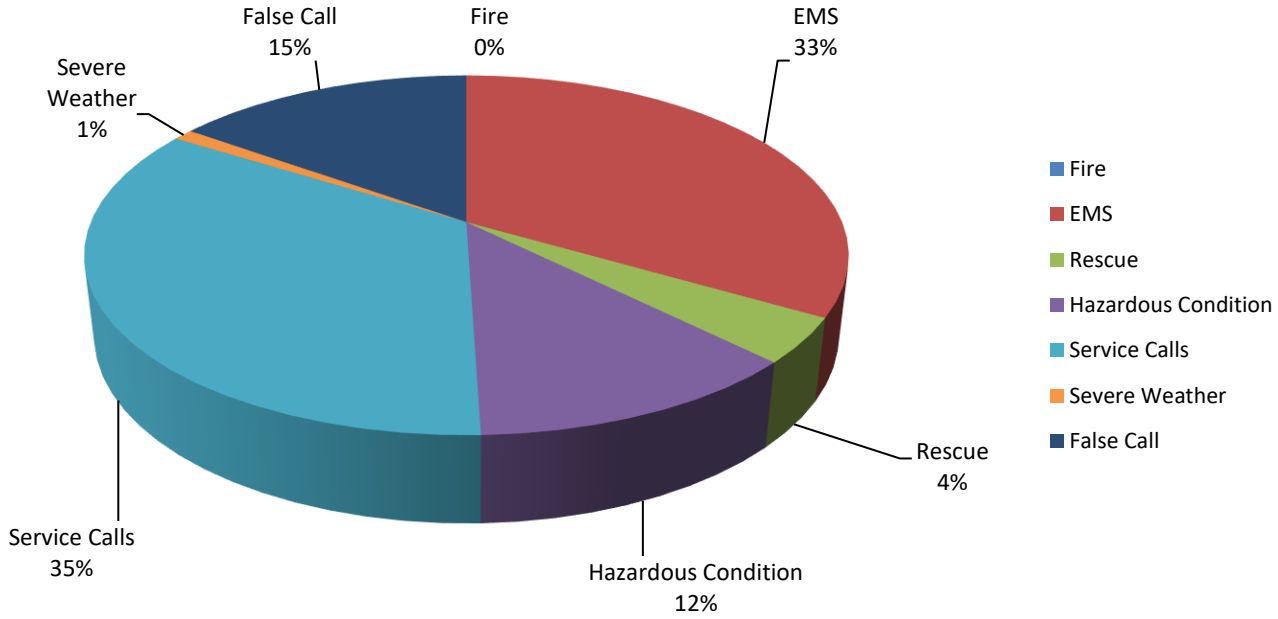
Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
500 & 600 Series (Service Calls) cont.						
Assist invalid	12/14/2022 7:53 AM	221214-MNT08837	0:03:40	LINCOLN ST	5TH AVE	2
Assist invalid	12/14/2022 9:30 PM	221214-MNT08865	0:03:49	1ST AVE	JUNIPERO AVE	2
Assist invalid	12/23/2022 9:26 AM	221223-MNT09116	0:04:01	LINCOLN ST	5TH AVE	2
Assist invalid	12/8/2022 11:22 PM	221208-MNT08624	0:04:12	1ST AVE	JUNIPERO AVE	2
No incident found on arrival at dispatch address	12/25/2022 5:12 PM	221225-MNT09185	0:00:27	SCENIC RD	12TH AVE	2
No incident found on arrival at dispatch address	12/8/2022 12:29 PM	221208-MNT08610	0:00:43	SAN CARLOS ST	8TH AVE	3
No incident found on arrival at dispatch address	12/14/2022 5:39 PM	221214-MNT08859	0:02:16	7TH AVE	DOLORES ST	3
No incident found on arrival at dispatch address	12/1/2022 7:51 PM	221201-MNT08442	0:02:44	MISSION ST	4TH AVE	3
No incident found on arrival at dispatch address	12/28/2022 5:03 PM	221228-MNT09270	0:02:53	8TH AVE	DOLORES ST	3
No incident found on arrival at dispatch address	12/28/2022 7:05 PM	221228-MNT09275	0:03:08	6TH AVE	GUADALUPE ST	3
No incident found on arrival at dispatch address	12/23/2022 10:52 AM	221223-MNT09119	0:03:39	LINCOLN ST	SANTA LUCIA AVE	3
No incident found on arrival at dispatch address	12/2/2022 7:31 AM	221202-MNT08449	0:03:49	SANTA RITA ST	6TH AVE	3
No incident found on arrival at dispatch address	12/27/2022 2:33 PM	221227-MNT09238	0:05:24	MONTE VERDE ST	13TH AVE	2
No incident found on arrival at dispatch address	12/22/2022 12:10 PM	221222-MNT09086	0:09:18	CARMELO ST	OCEAN AVE	2
EMS call, party transported by non-fire agency	12/3/2022 7:07 PM	221203-MNT08490	0:02:33	SANTA FE ST	5TH AVE	3
EMS call, party transported by non-fire agency	12/1/2022 11:49 AM	221201-MNT08426	0:02:52	CASANOVA ST	8TH AVE	3
		34	***0:03:26***			
700 Series (False Alarms)						
Smoke detector activation due to malfunction	12/7/2022 2:59 AM	221207-MNT08580	0:04:29	SAN ANTONIO AVE	7TH AVE	3
Smoke detector activation due to malfunction	12/10/2022 5:08 PM	221210-MNT08712	0:04:34	8TH AVE	S MOUNTAIN VIEW AVE	2
Alarm system sounded due to malfunction	12/31/2022 9:20 AM	221231-MNT09343	0:02:13	SAN CARLOS ST	8TH AVE	2
Alarm system sounded due to malfunction	12/27/2022 7:49 AM	221227-MNT09224	0:02:41	OCEAN AVE	MONTE VERDE ST	2
Alarm system sounded due to malfunction	12/10/2022 4:42 PM	221210-MNT08709	0:03:04	SAN CARLOS ST	7TH AVE	3
Alarm system sounded due to malfunction	12/10/2022 9:39 AM	221210-MNT08673	0:03:16	DOLORES ST	7TH AVE	3
Alarm system sounded due to malfunction	12/31/2022 7:17 AM	221231-MNT09336	0:04:05	DOLORES ST	7TH AVE	3
Unintentional transmission of alarm, other	12/10/2022 5:19 PM	221210-MNT08713	0:02:15	SAN CARLOS ST	12TH AVE	3
Smoke detector activation, no fire - unintentional	12/11/2022 6:27 PM	221211-MNT08750	0:02:05	10TH AVE	CASANOVA ST	3
Smoke detector activation, no fire - unintentional	12/10/2022 1:49 PM	221210-MNT08693	0:03:19	SCENIC RD	OCEAN AVE	3
Detector activation, no fire - unintentional	12/4/2022 1:50 PM	221204-MNT08506	0:02:25	CARMELO ST	OCEAN AVE	3
Detector activation, no fire - unintentional	12/28/2022 2:49 PM	221228-MNT09266	0:03:50	CRESPI AVE	FLANDERS WAY	3
Alarm system activation, no fire - unintentional	12/26/2022 2:52 PM	221226-MNT09211	0:02:54	CAMINO REAL ST	11TH AVE	2
Alarm system activation, no fire - unintentional	12/28/2022 10:29 AM	221228-MNT09259	0:06:08	JUNIPERO AVE	7TH AVE	3
Carbon monoxide detector activation, no CO	12/30/2022 11:59 AM	221230-MNT09314	0:03:09	CASANOVA ST	OCEAN AVE	3
		15	***0:03:22***			
800 Series (Severe Weather)						
Severe weather or natural disaster standby	12/10/2022 12:33 PM	221210-MNT08691	0:06:09	CARPENTER ST	2ND AVE	2
		1	***0:06:09***			

Over 5 Minute Response Times Cause of Delay: Code 3 Responses
221228-MNT09259 E15 responded from Highway 1
221212-MNT08767 Mechanical issue
221202-MNT08470 Delayed due to weather
221231-MNT09361 Delayed due to weather

Code 2 Calls	**23**
Code 3 Calls	**76**
Total # of Incidents	**99**
% Under 5 Minute Response Time	**95%**

CARMEL-BY-THE-SEA
DECEMBER 2022
Response Summary Report by Incident Type

Type of Call	Number	Average Response Time
Fire	0	0:00
EMS	33	3:14
Rescue	4	2:08
Hazardous Condition	12	4:12
Service Calls	34	3:26
Severe Weather	1	6:09
False Call	15	3:22
Total Responses	99	3:45



Total Code 3 Calls:	76
Response Times for Code 3 Calls ≤ 5 minutes:	95%

RESPONSE SUMMARY REPORT BY INCIDENT TYPE
CARMEL-BY-THE-SEA FIRE AMBULANCE
Alarm Date From: 12/01/2022 To: 12/31/2022

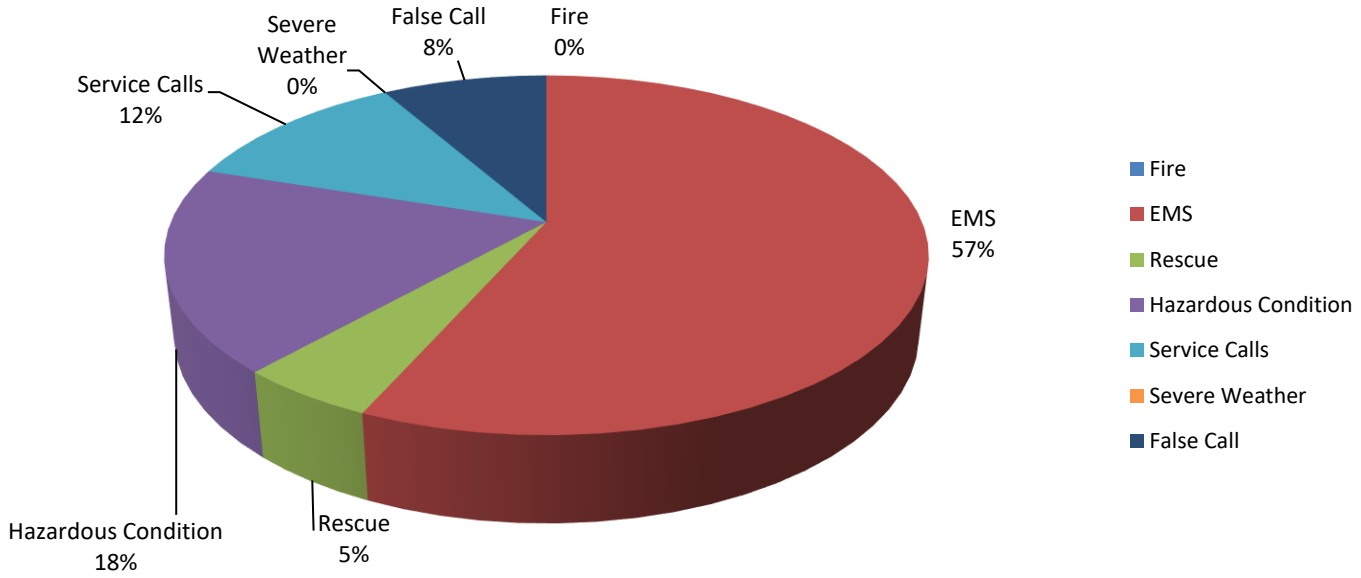
Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS)						
EMS call, excluding vehicle accident with injury	12/1/2022	221201-CFA01644	00:03:20	CASANOVA ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	12/1/2022	221201-CFA01647	00:03:03	MISSION ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	12/2/2022	221202-CFA01649	00:04:47	SANTA FE ST	6TH AVE	3
EMS call, excluding vehicle accident with injury	12/2/2022	221202-CFA01651	0:08:03	VIZCAINO	S MOUNTAIN VIEW AVE	3
EMS call, excluding vehicle accident with injury	12/3/2022	221203-CFA01654	00:02:11	SANTA FE ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	12/3/2022	221203-CFA01655	00:03:55	TORRES ST	1ST AVE	3
EMS call, excluding vehicle accident with injury	12/4/2022	221204-CFA01656	00:02:01	6TH AVE	DOLORES ST	3
EMS call, excluding vehicle accident with injury	12/5/2022	221205-CFA01663	00:01:40	LINCOLN ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	12/5/2022	221205-CFA01665	00:02:39	DEL MAR AVE	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	12/5/2022	221205-CFA01665	00:02:14	DEL MAR AVE	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	12/6/2022	221206-CFA01669	00:01:57	7TH AVE	DOLORES ST	3
EMS call, excluding vehicle accident with injury	12/7/2022	221207-CFA01671	00:05:20	9TH AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	12/7/2022	221207-CFA01673	00:03:37	25995 RIDGEWOOD RD		3
EMS call, excluding vehicle accident with injury	12/8/2022	221208-CFA01677	00:04:12	DOLORES ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	12/8/2022	221208-CFA01679	00:02:51	MISSION ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	12/8/2022	221208-CFA01684	00:04:00	JUNIPERO AVE	1ST	2
EMS call, excluding vehicle accident with injury	12/10/2022	221210-CFA01694	00:02:14	OCEAN AVE	TORRES ST	3
EMS call, excluding vehicle accident with injury	12/10/2022	221210-CFA01696	00:03:33	SAN CARLOS ST	12TH AVE	3
EMS call, excluding vehicle accident with injury	12/12/2022	221212-CFA01702	00:03:51	LINCOLN ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	12/12/2022	221212-CFA01706	00:01:44	SAN CARLOS ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	12/12/2022	221212-CFA01708	00:02:49	TORRES ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	12/14/2022	221214-CFA01713	00:02:16	SAN CARLOS ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	12/15/2022	221215-CFA01715	00:04:35	DOLORES ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	12/17/2022	221217-CFA01726	00:03:44	4TH AVE	GUADALUPE ST	3
EMS call, excluding vehicle accident with injury	12/18/2022	221218-CFA01729	00:03:33	CARMEL WAY	2ND AVE	3
EMS call, excluding vehicle accident with injury	12/18/2022	221218-CFA01731	00:03:13	26210 DOLORES ST		3
EMS call, excluding vehicle accident with injury	12/19/2022	221219-CFA01735	00:02:04	610 DEL MONTE AVE		3
EMS call, excluding vehicle accident with injury	12/20/2022	221220-CFA01740	00:03:51	LINCOLN ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	12/21/2022	221221-CFA01741	00:04:05	SANTA RITA ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	12/22/2022	221222-CFA01743	00:04:20	SANTA RITA ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	12/26/2022	221226-CFA01753	00:02:59	SAN CARLOS ST	11TH AVE	3

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS) cont.						
EMS call, excluding vehicle accident with injury	12/27/2022	221227-CFA01758	00:02:30	GUADALUPE ST	6TH AVE	3
EMS call, excluding vehicle accident with injury	12/28/2022	221228-CFA01762	00:03:32	SAN CARLOS ST	4TH AVE	2
EMS call, excluding vehicle accident with injury	12/29/2022	221229-CFA01771	00:02:36	MISSION ST	4TH AVE	3
		34	***0:03:20***			
322-399 Series (Rescues)						
Motor vehicle accident with injuries	12/9/2022	221209-CFA01689	00:01:27	JUNIPERO AVE	6TH AVE	3
Motor vehicle accident with injuries	12/30/2022	221230-CFA01778	00:02:11	MISSION ST	7TH AVE	3
Motor vehicle accident with no injuries	12/1/2022	221201-CFA01646	00:03:11	RIO RD	LASUEN DR	3
		3	***0:02:16***			
400 Series (Hazardous Material)						
Hazardous condition, other	12/2/2022	221202-CFA01648	00:03:57	SANTA RITA ST	6TH AVE	3
Hazardous condition, other	12/6/2022	221206-CFA01666	00:03:30	SANTA FE ST	OCEAN AVE	2
Hazardous condition, other	12/10/2022	221210-CFA01690	00:04:33	SANTA FE ST	4TH AVE	3
Hazardous condition, other	12/10/2022	221210-CFA01691	00:03:34	8TH AVE	SANTA FE ST	3
Hazardous condition, other	12/24/2022	221224-CFA01748	00:03:30	OCEAN AVE	JUNIPERO AVE	2
Hazardous condition, other	12/27/2022	221227-CFA01759	00:02:59	FOREST AVE	7TH AVE	2
Hazardous condition, other	12/28/2022	221228-CFA01765	00:03:04	8TH AVE	DOLORES ST	3
Hazardous condition, other	12/30/2022	221230-CFA01776	00:03:26	CASANOVA AVE	OCEAN AVE	3
Hazardous condition, other	12/31/2022	221231-CFA01783	00:03:41	JUNIPERO AVE	2ND AVE	2
Hazardous condition, other	12/31/2022	221231-CFA01784	00:05:33	JUNIPERO AVE	10TH AVE	3
Hazardous condition, other	12/31/2022	221231-CFA01785	00:04:59	VIZCAINO	S MOUNTAIN VIEW AVE	3
		11	***0:03:53***			
500 & 600 Series (Service Calls)						
Service Call, other	12/31/2022	221231-CFA01782	00:03:38	SAN CARLOS ST	7TH AVE	2
Water or steam leak	12/17/2022	221217-CFA01725	00:00:25	SAN CARLOS ST	6TH AVE	2
Water or steam leak	12/28/2022	221228-CFA01768	00:02:35	6TH AVE	GUADALUPE ST	3
Public service assistance, other	12/30/2022	221230-CFA01777	00:02:37	OCEAN AVE	FOREST RD	2
Police matter	12/29/2022	221229-CFA01770	00:02:50	SAN CARLOS ST	6TH AVE	3
Assist invalid	12/12/2022	221212-CFA01705	00:03:31	LINCOLN ST	5TH AVE	2
Assist invalid	12/12/2022	221212-CFA01707	00:01:44	LINCOLN ST	5TH AVE	3
		7	***0:02:29***			
700 Series (False Alarms)						
False alarm or false call, other	12/7/2022	221207-CFA01670	00:04:49	SAN ANTONIO AVE	7TH AVE	3
False alarm or false call, other	12/28/2022	221228-CFA01764	00:03:41	CRESPI AVE	FLANDERS WAY	3
Alarm system activation, no fire - unintentional	12/10/2022	221210-CFA01693	00:03:51	SCENIC RD	OCEAN AVE	3
Alarm system activation, no fire - unintentional	12/11/2022	221211-CFA01700	00:03:16	10TH AVE	CASANOVA ST	3
Carbon monoxide detector activation, no CO	12/5/2022	221205-CFA01660	00:03:20	MONTE VERDE ST	3RD AVE	3
		5	***0:03:47***			

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
Over 5 Minute Response Times Cause of Delay: Code 3 Responses					**Code 2 Calls**	**10**
221202-CFA01651 Distance					**Code 3 Calls**	**50**
221207-CFA01671 Not pushing the on scene button on arrival				**Total # of Incidents**		**60**
221231-CFA01784 Weather				**% Under 5 Minute Response Time**		**94%**

CARMEL-BY-THE-SEA FIRE AMBULANCE
DECEMBER 2022
Response Summary Report by Incident Type

Type of Call	Number	Average Response Time
Fire	0	0:00
EMS	34	3:20
Rescue	3	2:16
Hazardous Condition	11	3:53
Service Calls	7	2:29
Severe Weather	0	0:00
False Call	5	3:47
Total Responses	60	2:15



Total Code 3 Calls:	50
Response Times for Code 3 Calls ≤ 5 minutes:	94%

PRA REQUEST LOG – DECEMBER 2022

request number	Date Requested	10-day response date	records requested	requestor	date completed	notes
2022-077	12/2/2022	12/12/2022	All agreements between your government body or law enforcement agency and any current or former peace officers that resolve a dispute related to potential or actual discipline. These agreements may be titled exit agreements, separation agreements, settlements, legal settlements, settlement and release agreements, last chance agreements, or resignation agreements. (collectively, "Agreements"), from 7/17/2010 through 12/2/2022	Katey Rusch, IRP Settlements	1/4/2023	pending legal review, deadline extended to 1/3/2023. records sent on 1/4/2023.
2022-078	12/16/2022	1/3/2023	Employment agreements/contracts & any updates/amendments for the: City Manager, Assistant City Manager, and all Dept. Heads.	Joseph Turner	1/6/2023	extended to 1/17/2023. records sent 1/6/2023
2022-079	12/14/2022	1/3/2023	business license and application for Carmel Beauty Boutique, on Ocean Ave between San Carlos	Stephanie Garcia, Law Office of Robert Ponce	12/22/2022	business license sent on 12/22/2022

POLICE RECORD REQUEST LOG – DECEMBER 2022

Request No.	Request Date & Received By	10-Day Due Date	14-Day Ext. Date	Date Completed by PSO	Requestor	Info Requested	Date & PSO Mailed
2022-0001	12/1/2022	12/11/2022	12/15/2022	12/3 DA	Marie Rodriguez	CG2200422	awaiting pickup
2022-0002	12/1/2022	12/11/2022	12/15/2022	12/06/22 JD	Cheryl Nuss	CG2200261	mailed 12/7/2022
2022-0003	12/6/2022	12/16/2022		12/06/2022 JD	Kaufman Law	CA2100458	mailed 12/7/2022
2022-0004	12/8/2022	12/18/2022	12/22/2022	1/14/23 DA	Abigail Green	93-301	letter mailed by DA
2022-0005	12/09/22 mw	12/19/2022		1/4 DA	Beckerman Anderson/Nail	CG2200019/ photos/ body cam	sent denial via emai
2022-0006	12/18/2022 JD	12/28/2022		12/19/2022 JD	Don McNerney	CG2200552	mailed 12/21/2022
2022-0007	12/2/22 DA	12/12/2022		1/4 DA	Law Offices William Kahn	CG2200421	mailed by DA
2022-0008	12-18--22	12/28/2022		1/5 DA	Luis Anduago	CG2200552	mailed by DA
2022-0009	12/8/2022	12/18/2022		1/5/23 DA	David Hutchings	CC1100117, CFS052320190011,	emailed copies by DA

CITY OF CARMEL-BY-THE-SEA

Monthly Report
Public Works Department
December 2022

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert M. Harary, P.E., Director of Public Works
SUBMITTED ON:	January 3, 2023
APPROVED BY:	Chip Rerig, City Administrator

City Council Meeting of December 6, 2022

- Read a Statement of Support for the Guard and Reserve, and gave Facility Maintenance Specialist, Leo Hernandez, a standing ovation for his service in the National Guard.
- Adopted Resolution 2022-101 awarding a $56,518 Professional Services Agreement to Bureau Veritas to perform facility condition assessments for City Hall, Fire Station, Vista Lobos, and the Public Works buildings.
- Adopted Resolution 2022-105 accepting donations from Carmel Cares valued at $150,316, plus over 7,800 hours of volunteer labor.
- Did not approve a Professional Services Agreement to Wald, Runke & Dost Architects to prepare a functional program report and schematic design for the Police Building Renovation Project with expanded scope. Mayor Potter and Councilmember Baron formed an Ad Hoc Committee to work with the Project Team to consider alternatives for the Project.

Forest and Beach Commission Meeting of December 8, 2022

- Approved removal of one Monterey cypress tree at Scenic Road, 8 southwest of Ocean Avenue, and required replanting of one Monterey cypress.
- Approved removal on a Monterey pine tree at Casanova Street, 2 southwest of Seventh Avenue, and required the Applicant to pay a $800 in-lieu of planting fee.
- Continued Tree Permit Applications 22-122 and 22-145, both located at the Golden Bough on Monte Verde Street, 4 southwest of Eighth Avenue, to a date uncertain, at the request of the Applicant.
- Presented the Forester's reports for November 2022. Report included a Charter and application process to recruit members for a Steering Committee to supplement the Forest and Beach Commissioners, for guidance during development of the Urban Forest Master Plan.
- Presented the Public Works Department report for November 2022.
- Adopted the meeting dates calendar for 2023.

Administration

- Several storms dumped 4.3 inches of rain in December, resulting in power outages, removing approximately 5 down City trees and numerous limbs, coordinating with residents for removing 5 private trees, repairing fallen traffic signs, placing sand bags, clearing storm drains, and setting barricades. A sinkhole damaged a portion of split rail fencing along the Fourth Avenue Pathway toward the beach access stairs.
- Met with new Councilmember Dramov to provide an overview of Public Works and introduced her to the Division Managers.
- Public Works divisions supported the Holiday Celebration at Devendorf Park on December 2nd.

Public Works Department Report – December 2022

- Prepared agenda report for the January 10th Council meeting regarding the Rotary Club's request to install entry signs at the City limits.
- Gave a presentation regarding Public Works operations and leadership lessons learned to the Leadership Carmel class on December 16th.
- Reviewed a 5-year Capital Improvement Plan submitted by the Carmel Area Wastewater District, and committed to coordinate several of their pipe-bursting projects which will impact City streets over the next few years.
- Met with Amy Herzog, Visit Carmel's Executive Director, to coordinate their new branding initiatives.
- Conducted recruiter, departmental, and final City Administrator interviews with a Project Manager candidate. Candidate accepted tentative job offer, and a background check is in progress.
- Reviewed a draft Operations and Maintenance Agreement, prepared by the City Attorney's office, for the upcoming Request for Proposal for Scout House Renovation, Activities Programming, and Facility Maintenance.
- Public Works staff members took computer security awareness training classes.

Carmel Cares

- Continued to obtain quotes for lumber and hardware for the Scenic Pathway Guardrail Repair Project. Plans prepared for the Project by Carmel Cares were approved by staff.
- Obtained a contractor quote to install an ADA-compliant pathway from a parking space to a proposed picnic table area for Phase 2 improvements at Forest Theater. Due to the high cost, alternative locations are being considered for the ADA accessible picnic table site.
- MPC Horticulture Professor Alan Wheat met with Carmel Cares and the City Forester to develop a modified design for the Ocean Avenue Median Islands. The revised design will be presented to the Forest and Beach Commission in the near future.
- Carmel Cares requested the City to provide pink, rather than dark green, Mutt Mitts so that they are more visible with the expectation that more pet owners would clean up after their pets. However, the estimated cost for the pink (or other brightly-colored) two-ply Mutt Mitts would be $62k, more than twice the current cost of $24k for the single-ply green products.
- Continued to maintain the Scenic Pathway, Forest Theater grounds, and various landscaped medians, and the Downtown Detail continued to make downtown beautification improvements.

Environmental Programs

- Executed a Contract with PG&E to install a new meter and equipment, valued at $200k but at no charge to the City, for EV charging stations along the southern row of the Vista Lobos Parking Lot. One high-capacity charger would be for the new electric street sweeper.
- Executed a Contract with the Central California Energy Watch contractor to replace old, gas-fired water heaters with energy-efficient, electric heat pump water heaters, valued at $21k but at no cost to the City. Heaters to be located in the Harrison Memorial Library (HML), Fire Station, and Public Works.
- Executed a Professional Services Agreement with Applied Marine Science for $24,500 to continue watershed sampling services.
- Continued to coordinate with EMC, Integral Consultants, and Haro Kashunich for preliminary tasks associated with the Coastal Engineering Study – a key Climate Adaptation Project.
- Members of the Monterey Regional Stormwater Management Program, including the Environmental Compliance Manager, took a tour of the Pure Water Monterey facility at Monterey One Water. Monterey One Water treats most regional wastewater and developed a very advanced system to turn wastewater into a resource for crop irrigation and groundwater aquifer replenishment.
- Coordinated with Save the Whales organization regarding recycling outreach.
- Based on the results of the annual trash and recycling container inventory, identified unused/rarely used squirrel trash cans to be phased out, and obtained quotes for new metal, ribbon style trash, and dual trash and recycling containers to replace squirrel cans that are no longer repairable.

Public Works Department Report – December 2022

Facility Maintenance

- Repaired vandalism damage, notably in park restrooms, ranging from a hanging toilet replacement to smoke detector protection cages.
- Made repairs to the boardwalk landing at the Fourth Avenue beach access stairs.
- Welded a beach access stairs handrail.
- Installed new, fully-stocked first aid kits at the HML, Park Branch Library, and Police station.
- Relocated shelving and furniture for the local history desk at the Park Branch Library.
- Installed dispensers for women's hygiene products in library restrooms.
- All fire extinguishers were inspected and re-certified.
- Obtained quotes for paneling removal, drywall replacement, and painting to renovate the Public Works front office prior to delivery of refurbished furniture to match existing lobby furniture and add office space for another employee.

Project Management for Capital Improvement Program

Wallace Group Projects:

- For the Concrete Streets Repair Project, which *(previously)* included a bike path along Ocean, between Monte Verde and San Antonio, completed the Professional Services Agreement with BKF Engineers, for a not-to-exceed fee of $214,667, and submitted a report for award at the January 10th Council meeting.
- For the MTNP well abandonment and pump house and water tank removal project, PG&E removed the unused electric meter and aerial cabling. The power pole will also be removed with the Project.

Ausonio, Inc. Projects:

- For the City Hall Retaining Wall Repair Project, the building permit-required geotechnical evaluation was performed, but resulted in a major redesign of the structural components of the Project because it was determined that the existing, failing redwood retaining wall was likely never intended as a permanent support for the Planning Department south wing. Now, rather than constructing 3 isolated concrete piers as previously designed, a continuous concrete retaining wall structure will need to be installed below the footing. A new cost estimate is underway.
- An architect, and structural, electrical, and mechanical engineers from Bureau Veritas conducted the Facility Condition Assessments for City Hall, Fire Station, Public Works, and Vista Lobos, promptly following the award of their Professional Services Agreement at the December 6th Council meeting. Their draft report, identifying deficiencies and cost estimates, is expected in mid-January.
- After lengthy negotiations and tweaks to the Professional Services Agreement, a $24,999 contract was executed with 10 Over Studios for on-call architectural services. A proposal is being prepared for 10 Over to provide design plans for the City Hall Roof Replacement, HML Exterior/Interior Painting, Carpeting, and Generator, Sunset Center Exterior Painting, and Cottage Windows Repairs Projects which have all been merged into one larger construction project for efficiency and cost-effectiveness.

4 Leaf Projects:

- For the 2020/21 Paving Project, the bid package was completed, and the project is scheduled to be advertised for bids as soon as January 9th.
- For the Police Building Renovation Project, the Project Team developed a position memorandum for the Council Ad Hoc committee, and met with the committee to discuss options moving forward. A summary of the first meeting was forwarded to the full Council. Conversations were also held with other architectural firms familiar with public safety building expertise. The next step will be to conduct a tour of the Police and Public Works buildings, to observe key safety concerns and functional limitations, on January 5th.

Other CIP Projects:

- For the MTNP's 3 Drainage Improvements Project, the construction plans are complete, technical specifications were checked, and bidding documents are being assembled. The Project will be advertised for bids once the regulatory permits, now all in progress, are approved.
- For the ADA Upgrades Project, Year 5, obtaining vendor quotes for ADA-compliant railings in front and back of the HML and in Piccadilly Park.
- For the Library Master Plan Project, Jayson Architects was selected by a committee, and a Professional Services Agreement was prepared and submitted for Council approval at the January 10th meeting.

Street Maintenance

- Preliminary results of the City-wide Pavement Condition Index (PCI) survey performed in late 2022 by TAMC consultant NCE, resulted in an overall Carmel PCI of 75, down only slightly from 77 based on the 2018 survey. More information is pending.
- Completed traffic modifications resulting from the November 10th Traffic Safety Committee meeting. Notably, the prior red zone on Sixth Avenue, west of San Carlos, was repainted as a yellow loading zone, with accompanying signs noting a 20-minute limit on Monday through Friday, from 6 to 10 AM.
- Installed pedestrian crosswalks across Camino Real, north and south of Ocean Avenue.
- Removed large and mid-sized logs from Carmel Beach.
- Excavated several new tree squares for upcoming tree plantings, and patched concrete over tree squares where trees are not viable for replanting.
- Regraded, and placed and compacted decomposed granite along the Serra Trail near the south end of MTNP. Unfortunately, the new road surfacing did not fully hold up to the strong rains we had in late December. Sand bags were placed until permanent drainage improvements are constructed in 2023.
- Performed repairs to a number of traffic signs and post and rail fences.
- Continued making ongoing sidewalk repairs in the downtown area.
- Toured the conditions of Acacia Way drainage system, Rio Park storage area, and parking/traffic issues near Stevensen School with the City Administrator and Public Works Director. Action items underway.

Forestry Parks and Beach Report (Forester's Report)

- Planted 11 new trees, including: dogwoods, cedar, ponderosa pine, sequoia, and redwood.
- Davey Resource Group, the consultant hired to prepare the Urban Forest Master Plan, met with Public Works staff and finalized inventory data specifications. A formal kick-off meeting with the whole Project Team has been scheduled for January 11th.
- The application for the Urban Forest Master Plan Steering Committee was completed and will be advertised beginning on January 13th. Closing date for applications will be January 31st.
- Landscape maintenance contractor Town & Country was issued 6 Task Orders in December. Worked with contractor to streamline the Task Order process and task completion.
- Bid documents were completed for the On-Call Tree Care Services Contract and has been advertised. The Pre-Bid Meeting is scheduled for January 10th and the Bid Opening is scheduled for January 31st. *(Update – bidding process extended two weeks due to storms.)*
- Met with Planning Director to resolve concerns for an upcoming ordinance for landscaping in the public right-of-way and discuss qualifications for a landscape architectural consultant.
- Removed rocks below the swings at Forest Hill Park.

Public Works Department Report – December 2022

Private and Development Activities

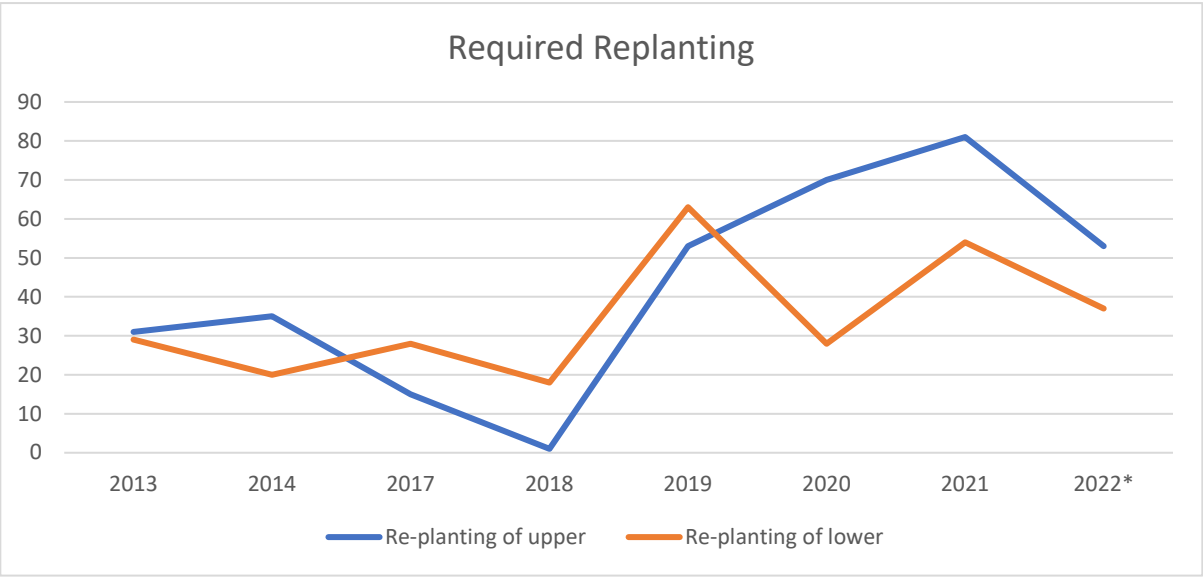
2022 Permitted Removals and Required Planting

	Removals	Plant Upper	Plant Lower	No room for New Tree	Meets Density Recommendation	Total Number of Trees Required
January	2	1	1	0	0	2
February	14	4	5	0	3	9
March	13	4	4	0	4	8
April	7	2	5	3	2	7
May	19	8	4	3	4	12
June	11	3	1	0	6	4
July	8	1	1	4	1	2
August	41	16	10	5	3	26
September	9	5	2	0	0	7
October	7	0	1	0	6	1
November	18	4	3	0	9	7
December	**19**	**5**	**0**	**1**	**0**	**5**
2022 Totals	**168**	**53**	**37**	**16**	**38**	**90**

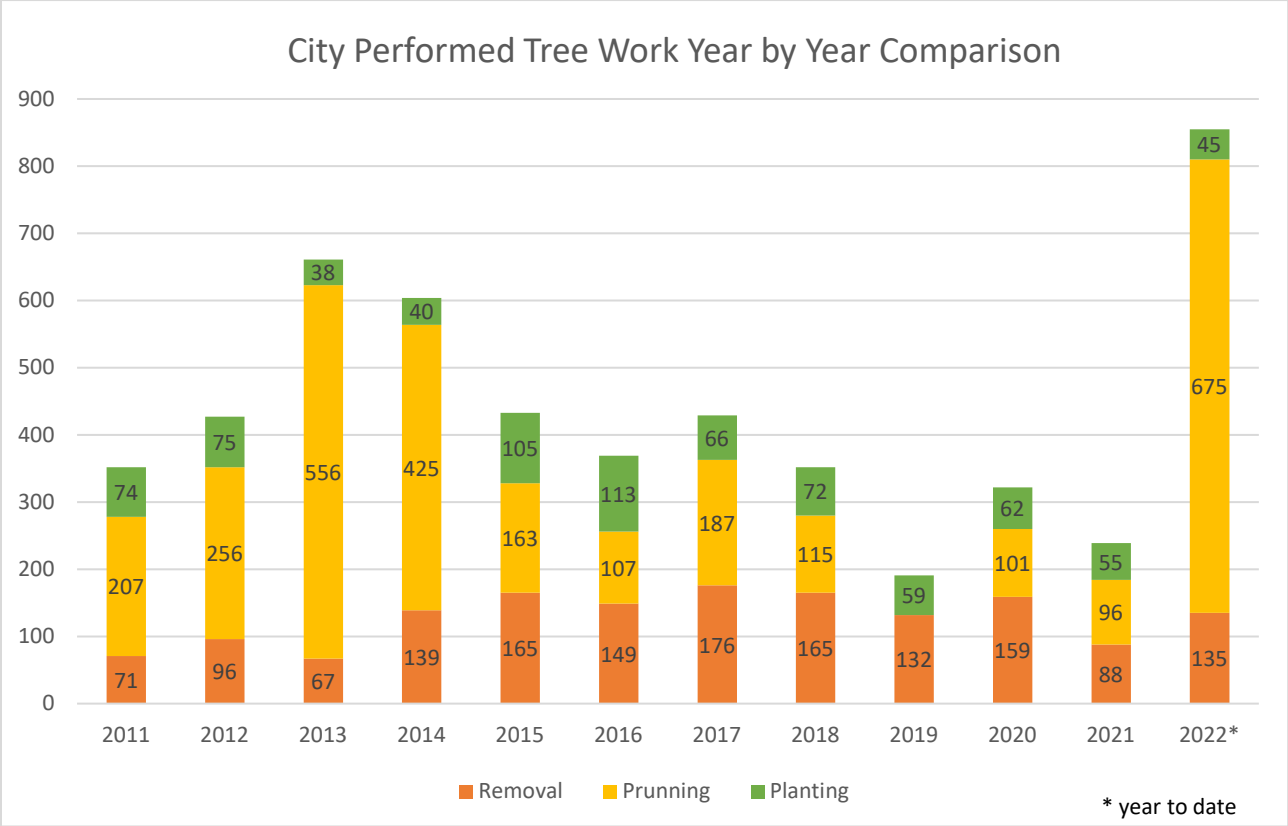
Historic Permitted Removals and Required Planting

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

	Permitted removals	Removal of upper	Removal of lower	Replanting Required	Replanting of upper	Replanting of lower	Replanting %	Applications processed
2021	204	81	123	135	81	54	66.18%	213
2022	**168**	61	77	**9**	**53**	**37**	**53.57%**	**180**

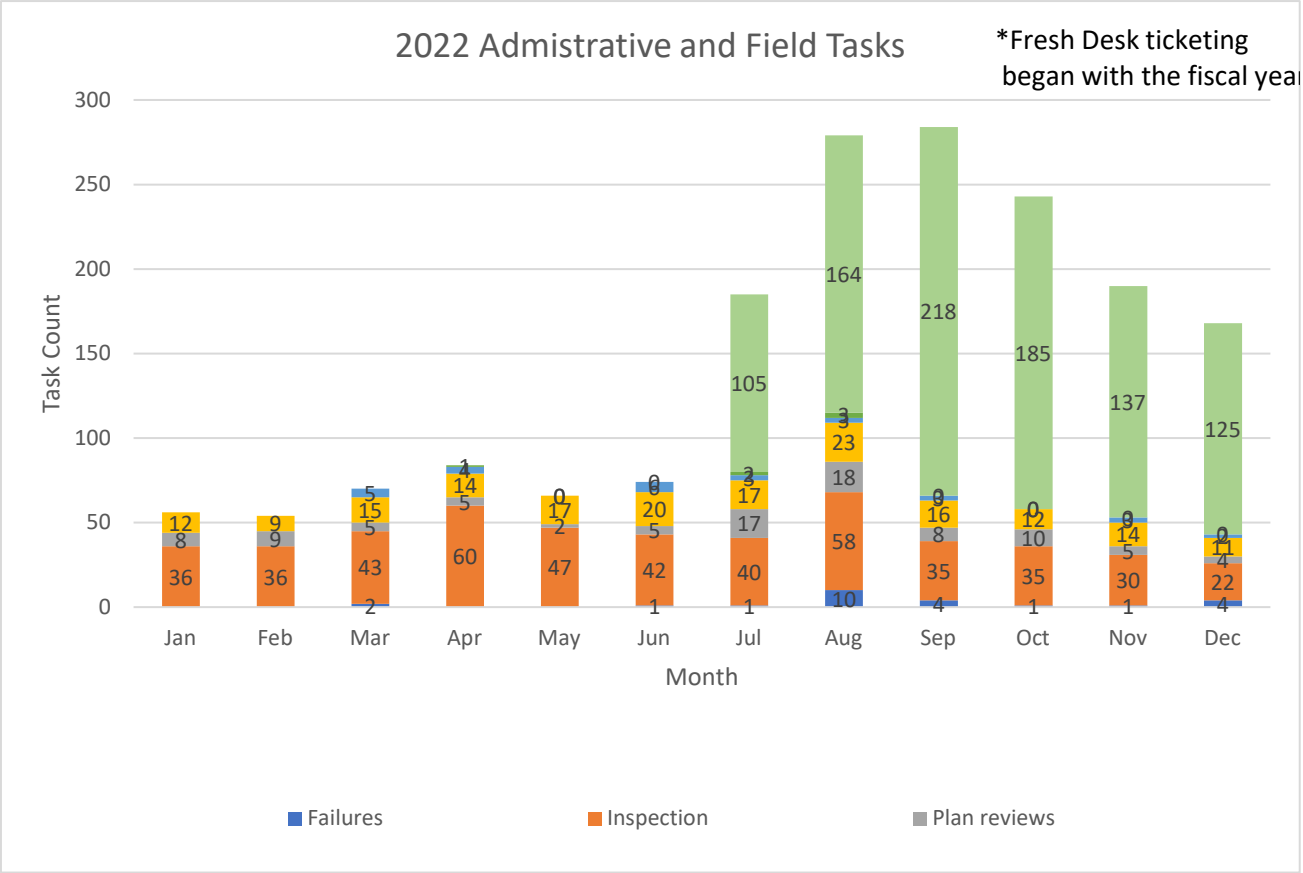


City Forestry, Parks, and Beach Activities



Public Works Department Report – December 2022

Attachment 5



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

February 7, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	December 2022 Check Register Summary

RECOMMENDATION:

Approve the check register for December 2022.

BACKGROUND/SUMMARY:

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

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

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

FISCAL IMPACT:

The check register summary for December 2022 totals $1,221,107.27.

PRIOR CITY COUNCIL ACTION:

Council ratified the November 2022 check register its January 10, 2023, regular meeting.

ATTACHMENTS:

Attachment 1) December 2022 - Check Register Summary

December 2022 Check Register

Attachment 1

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 000 ___				
50421	Dept of Health Care Services-Accounting/Cashiers	GEMT QAF Current fiscal year	12/22/2022	11,604.51
50434	Monterey County Convention & Visitors Bureau	TID Remittance Sep-Oct 2022	12/22/2022	57,085.38
50453	Visit Carmel	CHID Remittance Sep-Oct 2022 Admin fee	12/22/2022	326,797.01
		Total for Department: 000 ___		395,486.90
Department: 110 City Council				
50288	Carmel Chamber of Commerce	Business level membership	12/02/2022	445.00
50326	Dave Potter	Reimburse for Mayors dinner 12/2/22	12/09/2022	325.29
50337	Peninsula Messenger LLC	Mail service sorting and delivery	12/09/2022	4,560.00
		Total for Department: 110 City Council		5,330.29
Department: 111 City Administration				
50291	Comcast	City Hall business cable service	12/02/2022	73.32
50292	Corbin Willits System	MOM Financial system monthly fee	12/02/2022	720.79
50298	Iron Mountain	Records storage service	12/02/2022	716.26
50299	J 4 Systems	Billable services for Systems Engineer	12/02/2022	360.00
50300	KnowBe4 USA	Admin IT Training Subscription	12/02/2022	3,090.60
50305	Municipal Resource Group, LLC	Consulting services-Admin	12/02/2022	2,617.50
50306	Office Depot, Inc.	Business office supplies-Admin/Finance	12/02/2022	305.84
50307	Pitney Bowes Global Fin S	Postage meter lease	12/02/2022	836.55
50311	Universal Staffing Inc	Temporary staffing services:Front desk, City Hall	12/02/2022	1,680.55
50313	Wageworks,Inc	Healthcare monthly Admin and Compliance Fee	12/02/2022	190.00
50315	Alhambra	Water service City Hall	12/09/2022	176.40
50317	Amazon Web Services Inc	Data and cloud storage fees	12/09/2022	882.12
50319	AT&T	Telephone service citywide	12/09/2022	2,922.63
50324	Code Publishing Company	Municipal code updates, electronic, web and paper	12/09/2022	562.50
50327	Digital Deployment	Website support agreement:Maint, training, security and updates	12/09/2022	700.00
50329	J 4 Systems	Billable services for Systems Engineer	12/09/2022	120.00
50330	Johnson, Roberts & Assoc., Inc	HR: Pre-Employment	12/09/2022	70.00
50332	Logik Systems Inc	PRA software	12/09/2022	429.25
50335	Office Depot, Inc.	Office supplies - Finance and Admin	12/09/2022	147.39
50339	Richard Rerig	Reimburse for eye exam per contract	12/09/2022	49.00
50340	Robert Half	Temporary payroll assistance services	12/09/2022	27,505.32
50341	Sprint	Cell service fees, usage and purchases	12/09/2022	29.99
50344	T-Mobile	Monthly cell service, usage and purchases	12/09/2022	1,463.54
50347	Universal Staffing Inc	Temporary staffing services:Front desk, City Hall	12/09/2022	5,968.85
50350	Verizon Wireless	Cell phone usage and sales	12/09/2022	326.99
50352	Zoom Imaging Solutions, Imc.	Business office copier usage fees	12/09/2022	252.94
50353	Agnes Martelet	5 Year Service Award	12/16/2022	50.00
50357	Ashlee Wright	10 Year Service Award	12/16/2022	100.00
50363	Cleve Waters	15 Year Service Award	12/16/2022	150.00
50367	Dasher Technologies, Inc	Artic Wolf Security Program-NASPO Master Agreement	12/16/2022	26,729.89
50369	David Jedinak	10 Year Service Award	12/16/2022	100.00
50374	Hinderliter, De Llamas & Associates	Sales/transactions tax auditing services	12/16/2022	854.16
50375	Isaac Eckel	10 Year Service Award	12/16/2022	100.00
50376	Johnson, Roberts & Assoc., Inc	HR: Pre-Employment	12/16/2022	17.50
50377	Lisa Johnson	35 Year Service Award	12/16/2022	400.00
50379	Marnie Waffle	5 Year Service Award	12/16/2022	50.00
50380	Melissa Webster	15 Year Service Award	12/16/2022	150.00
50388	Robert Half	Temporary payroll assistance services	12/16/2022	4,329.60
50389	Robert Harary	5 Year Service Award	12/16/2022	50.00
50392	Traffic Patterns	Recuritment services, NEOGOV implementation and on-call Human R	12/16/2022	756.25
50395	US Bank	Neo Gov Job advertising	12/16/2022	255.00
50395	US Bank	Nor Cal HR Conference Registration	12/16/2022	175.00
50395	US Bank	Nor Cal HR Conference - Refreshments	12/16/2022	1,299.56
50395	US Bank	CCMF Conference/Seminar	12/16/2022	550.00
50395	US Bank	NY Times Digital Subscription	12/16/2022	17.00
50395	US Bank	Refreshments	12/16/2022	84.55
50414	Carmel Pine Cone	Legal noticing	12/22/2022	255.00

50418	Comcast Business	NonNGEN internet and recurring charges	12/22/2022	644.82
50419	Copies By-The-Sea	Agenda printing services	12/22/2022	779.12
50420	Corbin Willits System	MOM Financial system monthly fee	12/22/2022	720.79
50427	Image Sales	Employee ID Badges	12/22/2022	35.41
50428	J 4 Systems	Billable services for Systems Engineer	12/22/2022	120.00
50435	Municipal Resource Group, LLC	Consulting services-Admin	12/22/2022	1,250.00
50437	Office Depot, Inc.	Office supplies - Finance and Admin	12/22/2022	59.58
50440	Pitney Bowes Bank Inc Purchase Power	Postage-meter refills Acct:8000-9090-0148-6161	12/22/2022	29.00
50442	Robert Half	Temporary payroll assistance services	12/22/2022	8,659.20
50448	T-Mobile	Monthly cell service, usage and purchases	12/22/2022	42.13
50449	Toshiba Financial Service	Copier use Business office	12/22/2022	373.06
50451	US Bank	Cal Cities Registration	12/22/2022	625.00
50451	US Bank	Carmel Chamber Awards of Excellence event	12/22/2022	2,250.00
50451	US Bank	Training refund	12/22/2022	-475.00
50451	US Bank	C Theis plaque	12/22/2022	273.13
50451	US Bank	HR subscription - Metrofax	12/22/2022	11.95
50451	US Bank	IT telephone - Junction Networks	12/22/2022	1,203.71
50451	US Bank	IT subscriptions - Zoom, Google, Microsoft, Freshworks	12/22/2022	1,664.30
50451	US Bank	IT equipment - Amazon	12/22/2022	215.44
50452	Verizon Wireless	Cell phone usage and sales	12/22/2022	1,236.94
			Total for Department: 111 City Administration	108,390.42
Department: 112 City Attorney				
50309	Sloan Sakai Yeong & Wong	HR Consulting Services	12/02/2022	46.00
50320	Best Best & Krieger, Attorney At Law	Legal fees:Telecommunications issue, Verizon litigation	12/09/2022	28,702.25
50321	Burke,Williams & Sorensen, LLP	Legal costs-FY 22-23 Labor Negotiations	12/09/2022	18,268.50
			Total for Department: 112 City Attorney	47,016.75
Department: 116 Police				
50287	Caltronics/J.J.R Enterprises. Inc	Police Dept copier usage fees	12/02/2022	118.46
50291	Comcast	PD Cable services	12/02/2022	243.19
50293	County of Monterey, Dept of Emerg Communications	Alert & Warning System-Annual	12/02/2022	7,848.00
50294	Critical Reach, Inc.	APBnet Annual Support fee	12/02/2022	220.00
50295	DLB Associates Inc.	3 1 Yr IBM Hardware Maintenance contract	12/02/2022	2,888.00
50302	Monterey County Animal Services	Animal control services	12/02/2022	239.00
50303	Monterey County Sheriff-Coroner	Criminal Justice Information System fees	12/02/2022	20,411.88
50308	Proforce Law Enforcement	Replace duty firearms-Police Dept	12/02/2022	3,892.47
50310	Timothy Ament	Reimburse for tuition - CJ 303	12/02/2022	960.00
50312	Verizon Wireless	Air cards for MDT's	12/02/2022	635.35
50318	ArmorerLink	Annual subscription:Firearm management system	12/09/2022	2,400.00
50325	Covanta Envir Solutions LLC	PD-Evidence disposal services	12/09/2022	401.10
50335	Office Depot, Inc.	Police Dept office supplies	12/09/2022	291.14
50343	T2 Systems Canada Inc.	PD:Digital iris services	12/09/2022	75.00
50346	United Public Safety, Inc	Ticketing Platform for PD:Hardware, software, tech support and d	12/09/2022	9.98
50349	Veritas CVSA Truth Verification Services	PD: Professional services	12/09/2022	350.00
50356	Alhambra	Water service-PD	12/16/2022	229.17
50358	AT&T/FirstNet	PD Wireless services	12/16/2022	89.40
50361	Carmel Towing & Garage	PD Towing expense	12/16/2022	322.50
50365	Comcast	PD Cable services	12/16/2022	60.34
50370	De Lage Landen Financial	Police Dept copier lease	12/16/2022	161.70
50415	Carmel Towing & Garage	PD Towing expense	12/22/2022	485.95
50429	Lexipol LLC	Annual Law Enforcement Training and Policy Manuals	12/22/2022	12,496.46
50446	Seaside Chrysler, Dodge, Jeep	PD Vehicle repairs	12/22/2022	4,438.15
50450	Transunion Risk & Alterna	PD: Monthly fee for information services	12/22/2022	75.00
50451	US Bank	PD car washes	12/22/2022	62.65
50451	US Bank	PD Offices expense	12/22/2022	750.11
50451	US Bank	PD CERT promotion expense	12/22/2022	53.53
50455	Carmel Towing & Garage	FY 22-23 Fuel charges PD	12/30/2022	4,185.14
50456	Comcast	PD Cable services	12/30/2022	243.19
50457	Community Hospital of the Monterey Peninsula	Testing services for Police Dept	12/30/2022	27.00
50458	County of Monterey, Dept of Emerg Communications	FY 2022-23 Q3 Remittance	12/30/2022	7,848.00
			Total for Department: 116 Police	72,511.86

Department: 117 Fire

50285	Alhambra	Water service Fire Dept	12/02/2022	184.25
50290	City Of Monterey	FY 2022-23 Monthly fee:Interim Fire Admin/Emerg Incident Mgmt	12/02/2022	245,061.57
50293	County of Monterey, Dept of Emerg Communications	Dispatch service-Amb	12/02/2022	6,059.00
50301	Mission Linen Service	Fire Dept laundry service	12/02/2022	135.47
50314	Alert-All Corp	Fire Dept:Community promotion items	12/09/2022	499.39
50334	Mission Linen Service	Fire Dept laundry service	12/09/2022	121.09
50373	First Alarm	Alarm services-Fire Station	12/16/2022	289.44
50381	Mission Linen Service	Fire Dept laundry service	12/16/2022	121.09
50412	Caltronics/J.J.R Enterprises. Inc	Fire Dept copier usage fees	12/22/2022	16.00
50425	First Alarm	Alarm services-Fire Station	12/22/2022	309.12
50432	Mission Linen Service	Fire Dept laundry service	12/22/2022	270.94
50454	Caltronics/J.J.R Enterprises. Inc	Fire Dept copier usage fees	12/30/2022	14.44
50455	Carmel Towing & Garage	Fire Dept gas expense (E15)	12/30/2022	715.61
50458	County of Monterey, Dept of Emerg Communications	FY 2022-23 Q3 Remittance	12/30/2022	6,059.00

Total for Department: 117 Fire	259,856.41

Department: 118 Ambulance

50286	Bound Tree Medical LLC	Medical supplies	12/02/2022	385.55
50290	City Of Monterey	FY 2022-23 Ambulance Administration fee	12/02/2022	1,996.96
50312	Verizon Wireless	Machine to machine activity	12/02/2022	649.39
50338	Peninsula Welding & Medical Supply, inc.	Ambulance Dept-Oxygen/hazardous materials transport service	12/09/2022	145.02
50370	De Lage Landen Financial	Ambulance Copier lease	12/16/2022	71.01
50397	Wittman Enterprises, LLC	Ambulance billing service	12/16/2022	2,906.68
50417	City Of Monterey	FY 2022-23 Ambulance-Overtime reimbursment for staffing Mty Fire	12/22/2022	5,888.13
50455	Carmel Towing & Garage	Amb Dept gas expense (7166)	12/30/2022	1,496.97
50459	Verizon Wireless	Machine to machine activity	12/30/2022	14.04

Total for Department: 118 Ambulance	13,553.75

Department: 119 Public Works

50323	City Of Monterey	Repair charges for City vehicles	12/09/2022	1,385.56
50328	Hayward Lumber	Supplies for Forestry. 11/14/22 #32165153-00	12/09/2022	137.73
50342	State Water Resources Control Board (SWRCB)	Annual permit fee	12/09/2022	7,067.00
50345	Tom Lang	Reimbursement for boots, per MOU 2022	12/09/2022	180.25
50348	US Bank	PW Forestry Supplies - Home Depot	12/09/2022	229.16
50348	US Bank	PW Forestry books	12/09/2022	401.25
50348	US Bank	APWA Renewal	12/09/2022	222.00
50348	US Bank	ASCE Membership dues	12/09/2022	310.00
50348	US Bank	Hotel during CASQA Conference	12/09/2022	631.44
50348	US Bank	PW Admin - Supplies	12/09/2022	43.28
50351	West Market Transmissions	Unit 5 transmision. 11/9/22 #003396	12/09/2022	1,121.03
50354	Ailing House Pest Control	City Wide Pest Control	12/16/2022	434.00
50355	Airtec Inc	HVAC work for City Facilities	12/16/2022	428.00
50360	California Marine Sanctuary Foundation	Dry weather sampling	12/16/2022	2,076.80
50361	Carmel Towing & Garage	PW Streets - Fuel for PW vehicles	12/16/2022	2,974.31
50362	Cintas Corporation	PW Uniform Service 21/22 FY	12/16/2022	901.91
50364	Coast Counties Glass, Inc.	Glass repair for City Facilites	12/16/2022	160.00
50366	Conte's Generator Service	PW/FM Emergency generator services	12/16/2022	1,400.00
50368	Davey Resource Group, Inc.	Tree Keeper subscription	12/16/2022	10,000.00
50370	De Lage Landen Financial	PW Copier monthly lease-	12/16/2022	205.40
50371	Drought Resistant Nursery	Trees/plants for Forestry City projects. 12/1/22 #261602	12/16/2022	90.51
50378	M & S Building Supply	FACILITY MAINT. DIVISION - Supplies	12/16/2022	10.91
50383	Napa Auto Parts	PW Streets - Vehicle Supplies	12/16/2022	285.97
50384	Office Depot, Inc.	PW/FM/Forestry - Office Supplies FY 2023	12/16/2022	54.09
50386	Pacific Smog	Smog for Unit 20 10/31/22 #855	12/16/2022	41.75
50387	PSTS, Inc.	Services:Pumping oil-water separator	12/16/2022	663.75
50390	Scarborough Lumber & Building	PW Streets - Supplies	12/16/2022	251.91
50393	Uline Inc.	PW Streets - Safety Supplies	12/16/2022	876.20
50409	Ailing House Pest Control	City Wide Pest Control	12/22/2022	354.00
50410	Airtec Inc	HVAC work for City Facilities	12/22/2022	182.00
50412	Caltronics/J.J.R Enterprises. Inc	Copier Contract PUBLIC WORKS - FY22/23	12/22/2022	146.44
50413	Carmel Cares-Dale Byrne, President	Landscaping work	12/22/2022	2,700.00
50415	Carmel Towing & Garage	PW Streets - Fuel for PW vehicles	12/22/2022	2,586.46
50416	Cintas Corporation	PW Uniform Service 21/22 FY	12/22/2022	690.64

50422	Drought Resistant Nursery	Flowers for City locations. 11/29/22 #261572	12/22/2022	998.78
50423	Eco Office Inc.Creative Office Solutions	PW Modular Furniture	12/22/2022	9,593.52
50424	Edges Electrical Group	Electrical supplies for City Facilities	12/22/2022	26.18
50426	Granite Rock Company	PW Streets-Supplies	12/22/2022	713.32
50430	M3 Environmental Consulting	Limited asbestsos and lead sampling 7/19/22 #2224201	12/22/2022	1,000.00
50431	Marina Backflow Company	PW/FM backflow maintenance & repairs	12/22/2022	390.00
50433	MJ Murphy Lumber and Hardware	PW Streets - Lumber	12/22/2022	1,564.08
50436	Mutt Mitt	Mutt Mitts 80 cases	12/22/2022	5,942.33
50437	Office Depot, Inc.	PW/FM/Forestry - Office Supplies FY 2023	12/22/2022	613.16
50439	Pacific Smog	Smog Inspections 12/15/22 #907	12/22/2022	306.25
50441	Poe's Plumbing & Backflow	Plumbing repairs City facilities	12/22/2022	655.30
50443	Salinas Valley Ford Sales	Mirror for unit 6 11/21/22 36345	12/22/2022	75.76
50444	Sara Davis	Supplies for City Forester	12/22/2022	131.08
50445	Scarborough Lumber & Building	PW Streets - Supplies	12/22/2022	650.19
50451	US Bank	Supplies for Facilities Maintenance	12/22/2022	1,181.02
50451	US Bank	Supplies for Streets	12/22/2022	318.63
50451	US Bank	Supplies for Forestry	12/22/2022	355.03
		Total for Department: 119 Public Works		63,758.38
Department: 120 Library				
50336	Pacific Grove Self Storage	Storage Unit - Document storage	12/09/2022	353.00
		Total for Department: 120 Library		353.00
Department: 121 Community Activities				
50289	Carmel Pine Cone	Holiday Celebration ad 11.25.22	12/02/2022	425.00
50296	Golden State Portables	Porta potties and wash stations for Homecrafters' Marketplace 11	12/02/2022	2,300.00
50304	Monterey Lighting	500' feet of wire with sockets and bulbs for Ocean/Monte Verde m	12/02/2022	537.50
50322	Carmel Pine Cone	Holiday Celebration ad 12.02.22	12/09/2022	425.00
50331	Kelly Productions	Santa for Holiday Celebration event 12.2.22	12/09/2022	485.00
50382	Monterey Lighting	Tax for invoice #117122 PO # 2023000518	12/16/2022	794.96
50391	Tigerlilly Florist&Gifts	Veteran's Day Ceremonoy wreath and flowers	12/16/2022	447.94
50437	Office Depot, Inc.	calendars - wall & desk	12/22/2022	58.91
50451	US Bank	string lights, net lights, decorations, lunch for staff working	12/22/2022	1,143.92
50451	US Bank	Chic Rentals - stages for holiday celebration	12/22/2022	2,811.90
		Total for Department: 121 Community Activities		9,430.13
Department: 122 Economic Revitalization				
50447	Sunset Cultural Center Inc.	Current fiscal year Operating Grant	12/22/2022	187,500.00
		Total for Department: 122 Economic Revitalization		187,500.00
Department: 130 Non-Departmental				
50316	Alliant Insurance Services	Current year Liability Policy premiums	12/09/2022	250.00
50385	Pacific Gas & Electric	Citywide gas & electric services	12/16/2022	12,858.18
50438	Pacific Gas & Electric	Citywide gas & electric services	12/22/2022	214.18
		Total for Department: 130 Non-Departmental		13,322.36
Department: 311 Capital Projects				
50333	M3 Environmental Consulting	Asbestos & Lead Testing MTNP Water Tank removal 11/23/22 #2241	12/09/2022	1,193.56
50348	US Bank	ADA Upgrades - Fountains	12/09/2022	283.71
50359	Ausonio, Inc	HML Carpet replacement	12/16/2022	14,935.00
50372	Dudek	MTNP Improvements	12/16/2022	4,026.25
50396	Wallace Group	Project management CIP Drainage System Repairs	12/16/2022	6,559.75
50408	4Leaf, Inc	Infrastructure resilience pilot project 12/14/22 #J4042-04C	12/22/2022	10,018.75
50411	Ausonio, Inc	City Hall retaining wall repair	12/22/2022	5,580.00
		Total for Department: 311 Capital Projects		42,597.02
Department: 411 Debt Service				
50394	US Bank	PIA 2020 Refunding lease rev bonds Sunset Center	12/16/2022	2,000.00
		Total for Department: 411 Debt Service		2,000.00
		Grand Total		1,221,107.27

Schedule of Contract Payments - December

Attachment 1

Vendor	Contract Amt	Paid thru Dec	Contract Balance	
Pen Messenger	$ 122,000.00	$ 84,070.00	$ 37,930.00	
City of Monterey *	$ 2,839,443.00	$ 1,345,385.65	$ 1,494,057.35	Fire Admin
Tope's Tree Service	$ 65,000.00	$ 89,200.83	$ (24,200.83)	
West Coast Arborists	$ 160,000.00	$ 121,024.08	$ 38,975.92	
John Ley's Tree Service	$ 70,000.00	$ 55,677.67	$ 14,322.33	
J4 Systems	$ 38,840.70	$ 28,699.00	$ 10,141.70	
Pureserve *	$ 250,000.00	$ 105,706.75	$ 144,293.25	
Rincon	$ 50,500.00	$ 45,167.75	$ 5,332.25	
Dudek	$ 75,000.00	$ 70,990.67	$ 4,009.33	
4Leaf Inc.	$ 179,800.00	$ 22,832.50	$ 166,986.25	

* FY2022-2023 Budget

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

February 7, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brian Pierik, City Attorney
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-010, Proclaiming the Continuing Need to Meet by Teleconference Pursuant to Government Code Section 54953 (e)

RECOMMENDATION:

Adopt Resolution 2023-010 of the City Council of the City of Carmel-by-the-Sea, proclaiming the continuing need to meet by teleconference pursuant to Government Code Section 54953 (e).

BACKGROUND/SUMMARY:

All meetings of the City of Carmel-by-the-Sea legislative bodies are open and public as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963).

Before COVID-19, Section 54953(b) of the Brown Act allowed for teleconferencing if the public agency complied with the following requirements:

1. At least a quorum of the members of the legislative body must participate from locations within the boundaries within the jurisdiction of the local agency.

2. An agenda shall be posted at all teleconference locations.

3. Each teleconference location shall be identified in the notice and agenda of the meeting.

4. Each teleconference location shall be accessible to the public.

AB 361 amended Government Code Section 54953 and authorizes a City to allow for modified teleconferencing rules, subject to the existence of certain requirements which are listed below in this Staff Report.

Government Code section 54953(e)(1) lists the circumstances under which a local agency may use such modified teleconferencing procedures, as follows:

(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B) that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

March 4, 2020, Governor Newsom declared a State of Emergency as a result of the COVID-19 pandemic.

The State of Emergency remains in effect and COVID-19 continues to threaten the health and lives of the public and the Delta variant is highly transmissible in indoor settings. In addition, breakthrough cases are becoming more common.

On September 22, 2021, the County of Monterey Health Department issued a Recommendation Regarding Social Distancing Including Remote Meetings of Legislative Bodies which provides:

"The Monterey County Health Department continues to recommend that physical and social distancing strategies be practiced in Monterey County, which includes remote meetings of legislative bodies of local agencies, to the extent possible.

Monterey County continues to experience transmission of COVID-19 locally. Physical and social distancing is still an effective measure to reduce the spread of COVID-19, especially when combined with use of face coverings, frequent hand washing, staying home when ill, testing, and vaccination with U.S. Food and Drug Administration approved or authorized COVID-19 vaccines.

Remote meetings of legislative bodies allow for the virtual participation of agency staff, presenters, and community members in safer environments, with less risk of exposure to SARS-CoV-2, the virus that causes COVID-19.

The Monterey County Health Officer will continue to monitor local metrics and the necessity of this recommendation."

Thus, meetings of the City Council and its legislative bodies may be held pursuant to the terms of Government Code Section 54953(e)(1)(A) so long as a proclaimed state of emergency continues and state or local officials continue to impose or recommend measures to promote social distancing.

If, for some reason, state or local officials discontinue imposing or recommending measures to promote social distancing, the proposed Resolution would also authorize teleconferencing under the rules of 54953(e) so long as a proclaimed state of emergency continues.

On October 4, 2021, the City Council adopted the initial Resolution No. 2021-057 authorized by AB 361 to allow for meetings of the City Council to be held telephonically.

Government Code Section 54953 (e) (3) provides that every 30 days after teleconferencing for the first time, and every 30 days thereafter, to continue teleconferencing the City Council must state that it has reconsidered the circumstances of the state of emergency and that either of the following circumstances exist: (1) The state of emergency continues to directly impact the ability of the members to meet safely in person or (2) State or local officials continue to impose or recommend measures to promote social distancing. Currently, both of these

circumstances continue to exist and, for that reason, the recommended action is for the City Council to adopt the attached Resolution of the City Council of the City of Carmel-by-the-Sea Proclaiming the Continuing Need To Meet By Teleconference Pursuant To Government Code Section 54953 (e), Attachment 2 to this Staff Report.

This Resolution will authorize the City Council, and other legislative bodies of the City, to hold teleconference meetings within the requirements of AB 361, but does not prohibit the City from holding in person meetings in the future.

If the Resolution is adopted, then the City and its legislative bodies which hold teleconference meetings must follow the procedures set forth by AB 361, which include the following:

1. Notice of the meeting must still be given in compliance with the Brown Act, and the notice must include the means by which the public may access the meeting and provide public comment.

2. The public must be provided access to the meeting via a call-in option or internet-based service option and allowed to "address the legislative body directly." The agency does not have to provide an in-person option for the public to attend the meeting.

3. The meeting must be conducted "in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body."

4. If there is a disruption to the meeting broadcast or in the ability to take call-in or internet-based public comment, no further action can be taken on agenda items until the issue is resolved.

5. The body cannot require comments to be submitted before the start of the meeting. The public must be allowed to make "real time" public comment.

6. Reasonable time for public comment must be provided. If the agency provides a timed public comment period, the public comment period must be left open until the time expires.

7. All votes must be taken by roll call.

8. The legislative body must approve a resolution making findings every 30 days to continue to conduct teleconference meetings under AB 361. The body must find it has reconsidered the circumstances of the state of emergency and either 1) the emergency continues to impact the ability to meet safely in person, or 2) State or local officials continue to impose or recommend social distancing.

If the state of emergency ends or if the City Council decides to rescind the Resolution, then meetings of the City Council and other legislative bodies of the City must comply with the pre-COVID teleconferencing rules of 54953(b) described earlier in this Staff Report.

Without this Resolution, as noted, if a Council Member or a member of a City Board or Commission does not attend a meeting in person, then the agenda would need to be posted at the location of that person and the public would have access to that location. This Resolution (so long as Government Code Section 54953 allows) would provide flexibility to the Council, Board Members and Commissioners when meetings are held in person to attend remotely if they do not attend in person without the necessity of posting an agenda at their location and there would be no limit on the number (quorum must be physically present without this Resolution) of Council Members, Board Members and Commissioners who attend remotely. There are some public agencies in California which have adopted a Resolution authorized by AB 361 and use a "hybrid" method for attendance at meetings in which some members attend in person and other members attend remotely and the staff and public also can attend in person or remotely.

FISCAL IMPACT:

No direct fiscal impact for this action.

PRIOR CITY COUNCIL ACTION:

Adoption of initial Resolution No. 2021-057 on October 4, 2021 and continuing Resolutions at subsequent meetings of the City Council.

ATTACHMENTS:

Attachment 1) Resolution 2023-010

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL- BY-THE-SEA PROCLAIMING THE CONTINUING NEED TO MEET BY TELECONFERENCE PURSUANT TO GOVERNMENT CODE SECTION 54953 (e)

WHEREAS, all meetings of the City of Carmel-by-the-Sea legislative bodies are open and public as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963); and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency as a result of the COVID-19 pandemic; and

WHEREAS, such State of Emergency remains in effect; and

WHEREAS, COVID-19 continues to threaten the health and lives of City of Carmel-by-the-Sea residents; and

WHEREAS, the Delta variant is highly transmissible in indoor settings; and

WHEREAS, breakthrough cases are becoming more common; and

WHEREAS, on October 4, 2021, the City Council adopted Resolution No. 2021-57 Proclaiming The Continuing Need To Meet By Teleconference Pursuant To Government Code Section 54953 (e).

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Carmel-by-the-Sea that:

Section 1. Imminent Risk to Health and Safety. Due to COVID-19, holding City Council and other legislative body meetings in person will present imminent risk to the health and safety to attendees.

Section 2. Findings. The City Council has reconsidered the circumstances of the state of emergency and finds that: (1) The state of emergency continues to directly impact the ability of the members to meet safely in person and (2) The County of Monterey continues to recommend measures to promote social distancing.

Section 2. Compliance with Government Code Section 54953. The City Council and other legislative bodies will continue to meet by teleconference in accordance with Government Code section 54953(e).

Section 3. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) 30 days from the date of adoption of this Resolution, or (ii) such time the City Council adopts a subsequent resolution rescinding this Resolution.

Section 4. Future Resolutions. The City Council expressly reserves the right to adopt Resolutions more than 30 days after this date of adoption of this Resolution to authorize the City Council and other legislative bodies to continue to meet by teleconference in accordance with Government Code section 54953(e) provided that a State of Emergency exists as of the date of adoption of such Resolutions.

PASSED AND ADOPTED by the City Council of the City of Carmel-by-the-Sea this 7th day of February, 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

February 7, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brian Pierik, City Attorney
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-011, Declaring the continued existence of a local emergency due to the 2022-23 Atmospheric River Winter Storm Event

RECOMMENDATION:

Motion to adopt Resolution 2023-011, declaring the continued existence of a local emergency due to the 2022-23 Atmospheric River Winter Storm Event.

BACKGROUND/SUMMARY:

On December 30 and 31, 2022, Monterey County ("County") and the City of Carmel by-the-Sea ("City"), experienced a major rain event (the "2022-23 Atmospheric River Winter Storm"). As a result of the 2022-23 Atmospheric River Winter Storm, major flooding in the County and the City caused damage to public and private property. Damage to public infrastructure has included localized flooding, roadway slope erosion and embankment slip-outs, debris flows, landslides, and culvert failure affecting the safety of said roadways; obstruction of public roadways from stormwater, storm debris, fallen trees, and roadway failure; damage to storm drain infrastructure; and damage to public and private utilities and damage to public facilities and parks throughout the County and in the City.

On January 4, 2023, California Governor Gavin Newsom proclaimed a state of emergency in response to severe winter storms that relate to a series of atmospheric river systems that struck California in December 2022, and are forecasted to continue.
On January 4, 2023, Interim County Administrative Officer of the County proclaimed the existence of a local emergency on January 4, 2023, and the Board of Supervisors of the County adopted a resolution ratifying the proclamation of a local emergency.

On January 13, 2023, based on the events described above, Chip Rerig (City Administrator of the City and the Director of Emergency Services of the City) issued a Proclamation of Existence of a Local Emergency by the City Administrator (**Attachment 1**).

On January 17, 2023, Council adopted Resolution 2023-008 Ratifying the Proclamation of the existence of a local emergency due to the 2022- 2023 Atmospheric River Winter Storm Event (**Attachment 2**).

CURRENT SITUATION

On January 14, 2023, President Joe Biden declared that a major disaster exists in the State of California

and ordered Federal aid to supplement State, tribal, and local recovery efforts in the areas affected by severe winter storms, flooding, landslides, and mudslides beginning on December 27, 2022, and continuing. The President's action makes Federal funding available to affected individuals in the counties of Merced, Sacramento, and Santa Cruz. On January 17, Monterey County was added to the list of affected counties.

State and local teams have begun and continue to conduct damage assessments in areas of the county impacted by flooding, including Carmel River State Beach, where the beach access parking lot was buried in sand and a large portion of Scenic Drive was damaged. Both the parking lot and the southern end of Scenic Drive remains closed due to these damages. Officials with Monterey County are continuing to gather damage information caused by the 2023 Winter Storm countywide. The last estimate of damages caused by the storm is nearly $80 million.

The true extent of the damage caused by the 2022-23 Atmospheric River Winter Storm and cost of damages to Carmel-by-the-Sea has yet to be ascertained. Soil conditions in the City remain saturated as a result of the 2022-23 Winter Storm increase the likelihood of further damage from earth slippage events, including the potential for flooding. City Staff is currently working on storm recovery and will continue for the next several months.

Conclusion

Per Resolution 2023-008, the local emergency due to the Winter Storms shall be deemed to continue to exist and shall be reviewed at least once every 30 days until its termination is proclaimed by the City Council of the City of Carmel-by-the-Sea per California Government Code section 8630. By adopting Resolution 2023-11, (Attachment 3) the declaration of the local emergency due to the Winter Storm Event will be renewed for another 30 days.

FISCAL IMPACT:

No direct fiscal impact for this action.

PRIOR CITY COUNCIL ACTION:

On January 17, 2023, Council adopted Resolution 2023-008 Ratifying the Proclamation of the existence of a local emergency due to the 2022-2023 Atmospheric River Winter Storm Event, effective for 30 days (through February 16, 2023)

ATTACHMENTS:

Attachment 1) Proclamation of Existence of Local Emergency (Winter Storm 22-23)
Attachment 2) Resolution 2023-008 (adopted 1/17/2023)
Attachment 3) Draft Resolution 2023-011

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY BY THE CITY ADMINISTRATOR

WHEREAS, the California Emergency Services Act (California Government Code sections 8639, 8550, et. seq.) defines a local emergency as the existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a city, caused by conditions such as an epidemic, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of a city, and require the combined forces of other political subdivisions to combat; and

WHEREAS, Chapter 2, section 2.64.020 of the City of Carmel-by-the-Sea ("City") Municipal Code defines emergency as the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this City, including conditions such as an epidemic, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City, requiring the combined forces of other political subdivisions to combat; and

WHEREAS, Chapter 2, section 2.64.050 of the City of Carmel-by-the-Sea ("City") Municipal Code designates the City Administrator as the Director of Emergency Services for the City; and

WHEREAS, Chapter 2, section 2.64.060 empowers the City Administrator, as the Director of Emergency Services, to proclaim the existence or threatened existence of a local emergency when the City Council is not in session so long as such proclamation is ratified by the City Council within seven (7) days; and

WHEREAS, California Governor Gavin Newsom proclaimed a state of emergency on January 4, 2023, in response to sever winter storms that relate to a series of atmospheric river systems that struck California in December 2022, and are forecasted to continue; and

WHEREAS, the interim County Administrative Officer of the County of Monterey proclaimed the existence of a local emergency on January 4, 2023; and

WHEREAS, the Board of Supervisors of the County of Monterey adopted a resolution ratifying the County Administrative Officer's proclamation of a local emergency issued on January 4, 2023; and

WHEREAS, on December 30 and 31, 2022, Monterey County, including the City, experienced a major rain event (the "2022-23 Atmospheric River Winter Storm"); and

WHEREAS, as a result of the 2022-23 Atmospheric River Winter Storm, major flooding in the County, including the City, caused damage to public and private property, such as road closures, and loss of power; and

WHEREAS, various other roads and infrastructure in the City have been damaged as a result of the 2022-23 Atmospheric River Winter Storm; and

WHEREAS, damage to infrastructure have included localized flooding, roadway slope erosion and embankment slip-outs, debris flows, landslides, and culvert failure affecting the safety of said roadways; obstruction of public roadways from stormwater, storm debris and roadway failure; damage to storm drain infrastructure; and damage to public and private utilities and damage to public facilities and parks throughout Monterey County; and,

WHEREAS, current estimates of the damage caused by the 2022-23 Atmospheric River Winter Storm exceed $1.5 million, and the true extent of the damage caused by the 2022-23 Atmospheric River Winter Storm has yet to be ascertained; and

WHEREAS, soil conditions in the City and remain saturated as a result of the 2022-23 Atmospheric River Winter Storm and an additional atmospheric storm event is expected on January 14, 15, and 16, increasing the likelihood of further damage from earth slippage events, including the potential for flooding; and

NOW, THEREFORE, the Director of Emergency Services finds that:

A. Conditions caused by the 2022-23 Atmospheric River Winter Storm in the City, including without limitations the currently undiscovered damage related to the 2022-23 Atmospheric River Winter Storm, constitute conditions of disaster and extreme peril to the safety of persons, their property, and public services; and

B. An emergency, as defined in Section 2.64.020 of the City Municipal Code, Government Code Section 8558(c), the Public Contracts Code Section 1102, now exists in the City; and

C. During the existence of said local emergency the powers, functions, and duties of the City Manager or designee shall be those prescribed by State law and the ordinances, resolutions, codes, and approved plans of the City in order to mitigate the effects of local emergency; and

D. Pursuant to section 2.64.020 of the City municipal code, all expenditures made in connection with this local emergency, including mutual aid activities, shall be deemed to be fir the first protection and benefit of the inhabitants and property of the City; and

E. The City Administrator, or his designee, is hereby, designated as the authorized Agent for the City for the purposes of receipt, processing, and coordination of all inquiries and requirement necessary to obtain available County, State, and Federal assistance; and

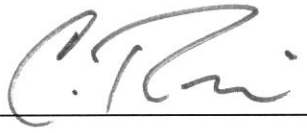
F. Pursuant to Government Code section 8630, the local emergency shall be deemed to continue to exist for a period of up to seven (7) days, and thereafter by ratification and extension by the City Council until it is terminated by the City Council.

G. At the time of this proclamation, the City Council is not in session.

NOW, THEREFORE, BE IT RESOLVED, a local emergency is hereby declared on January 12, 2023, at 11:00 a.m. within the City of Carmel-by-the-Sea. During the local emergency, the powers and duties of the City Administrator and of the City Council shall be as defined in state and federal law, and the ordinances, resolutions, and approved plans of the City of Carmel-by-the-Sea in order to mitigate the effects of said local emergency; and

This proclamation shall be transmitted to the City Council within seven (7) days for ratification, and this local emergency shall continue until terminated by further declaration of the undersigned, or by resolution of the City Council.

SIGNED AND SUBSCRIBED on this 13th day of January 2023



Director of Emergency Services
Chip Rerig

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA RATIFYING THE CITY ADMINISTRATOR'S PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE 2022-2023 ATMOSPHERIC RIVER WINTER STORM

WHEREAS, the California Emergency Services Act (California Government Code sections 8639, 8550, et. seq.) defines a local emergency as the existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a city, caused by conditions such as an epidemic, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of a city, and require the combined forces of other political subdivisions to combat; and

WHEREAS, Chapter 2, section 2.64.020 of the City of Carmel-by-the-Sea ("City") Municipal Code defines emergency as the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this City, including conditions such as an epidemic, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City, requiring the combined forces of other political subdivisions to combat; and

WHEREAS, Chapter 2, section 2.64.050 of the City of Carmel-by-the-Sea ("City") Municipal Code designates the City Administrator as the Director of Emergency Services for the City; and

WHEREAS, Chapter 2, section 2.64.060 empowers the City Administrator, as the Director of Emergency Services, to proclaim the existence or threatened existence of a local emergency when the City Council is not in session so long as such proclamation is ratified by the City Council within seven (7) days; and

WHEREAS, California Governor Gavin Newsom proclaimed a state of emergency on January 4, 2023, in response to sever winter storms that relate to a series of atmospheric river systems that struck California in December 2022, and are forecasted to continue; and

WHEREAS, the interim County Administrative Officer of the County of Monterey proclaimed the existence of a local emergency on January 4, 2023; and

WHEREAS, the Board of Supervisors of the County of Monterey adopted a resolution ratifying the County Administrative Officer’s proclamation of a local emergency issued on January 4, 2023; and

WHEREAS, on December 30 and 31, 2022, Monterey County, including the City, experienced a major rain event (the “2022-23 Atmospheric River Winter Storm”); and

WHEREAS, as a result of the 2022-23 Atmospheric River Winter Storm, major flooding in the County, including the City, caused damage to public and private property, such as road closures, and loss of power; and

WHEREAS, various other roads and infrastructure in the City have been damaged as a result of the 2022-23 Atmospheric River Winter Storm; and

WHEREAS, damage to infrastructure have included localized flooding, roadway slope erosion and embankment slip-outs, debris flows, landslides, and culvert failure affecting the safety of said roadways; obstruction of public roadways from stormwater, storm debris and roadway failure; damage to storm drain infrastructure; and damage to public and private utilities and damage to public facilities and parks throughout Monterey County; and

WHEREAS, current estimates of the damage caused by the 2022-23 Atmospheric River Winter Storm exceed $1.5 million, and the true extent of the damage caused by the 2022-23 Atmospheric River Winter Storm has yet to be ascertained; and

WHEREAS, soil conditions in the City and remain saturated as a result of the 2022-23 Atmospheric River Winter Storm and an additional atmospheric storm event is expected on January 14, 15, and 16, increasing the likelihood of further damage from earth slippage events, including the potential for flooding; and

WHEREAS, based on said events, the City Administrator of the City of Carmel-by-the-Sea declared the existence of a local emergency within the City on January 13, 2023

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA, that the Proclamation of the Existence of a Local Emergency issued by the City Administrator acting as the Director of Emergency Services is hereby confirmed and ratified by the City Council of the City of Carmel-by-the-Sea; and

BE IT FURTHER RESOLVED, that said local emergency shall be deemed to continue to exist and shall be reviewed at least once every 30 days until its termination is proclaimed by the City Council of the City of Carmel-by-the-Sea per California Government Code section 8630; and

BE IT FURTHER RESOLVED, that the City Administrator or his designee is authorized to take whatever other action is authorized under the Carmel-by-the-Sea Municipal Code and state and federal law, subject to any required authorization from the City Council, consistent with this Resolution and its basic purposes.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 17th day of January 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

RESOLUTION NO. 2023-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DECLARING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY DUE TO THE 2022-2023 ATMOSPHERIC RIVER WINTER STORM

WHEREAS, the California Emergency Services Act (California Government Code sections 8639, 8550, et. seq.) defines a local emergency as the existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a city, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of a city, and require the combined forces of other political subdivisions to combat; and

WHEREAS, Chapter 2, section 2.64.020 of the City of Carmel-by-the-Sea ("City") Municipal Code defines emergency as the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this City, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City, requiring the combined forces of other political subdivisions to combat; and

WHEREAS, Chapter 2, section 2.64.050 of the City of Carmel-by-the-Sea ("City") Municipal Code designates the City Administrator as the Director of Emergency Services for the City; and

WHEREAS, Chapter 2, section 2.64.060 empowers the City Administrator, as the Director of Emergency Services, to proclaim the existence or threatened existence of a local emergency when the City Council is not in session so long as such proclamation is ratified by the City Council within seven (7) days; and

WHEREAS, California Governor Gavin Newsom proclaimed a state of emergency on January 4, 2023, in response to sever winter storms that relate to a series of atmospheric river systems that struck California in December 2022, and are forecasted to continue; and

WHEREAS, the Board of Supervisors of the County of Monterey adopted a resolution ratifying the County Administrative Officer's proclamation of a local emergency issued on January 4, 2023; and

WHEREAS, on December 30 and 31, 2022, Monterey County, including the City, experienced a major rain event (the "2022-23 Atmospheric River Winter Storm"); and

WHEREAS, as a result of the 2022-23 Atmospheric River Winter Storm, major flooding in the County, including the City, caused damage to public and private property, such as road closures, and loss of power; and

WHEREAS, various other roads and infrastructure in the City have been damaged as a result of the 2022-23 Atmospheric River Winter Storm; and

WHEREAS, damage to infrastructure have included localized flooding, roadway slope erosion and embankment slip-outs, debris flows, risk of falling trees, landslides, and culvert failure affecting the safety of said roadways; obstruction of public roadways from stormwater, storm debris, fallen trees and roadway failure; damage to storm drain infrastructure and other infrastructure; and

WHEREAS, Monterey County currently estimates of the damage caused by the 2022-23 Atmospheric River Winter Storm exceed $80 million, and the true extent of the damage caused by the 2022-23 Atmospheric River Winter Storm has yet to be ascertained; and

WHEREAS, based on said events, the City Administrator of the City of Carmel-by-the-Sea declared the existence of a local emergency within the City on January 13, 2023; and

WHEREAS, the Proclamation of the Existence of a Local Emergency issued by the City Administrator acting as the Director of Emergency Services was ratified by the City Council of the City of Carmel-by-the-Sea on January 17, 2023; and

WHEREAS, said local emergency shall be deemed to continue to exist and shall be reviewed at least once every 30 days until its termination is proclaimed by the City Council of the City of Carmel-by-the-Sea per California Government Code section 8630; and

WHEREAS, the City Administrator or his designee is authorized to take whatever other action is authorized under the Carmel-by-the-Sea Municipal Code and state and federal law, subject to any required authorization from the City Council, consistent with this Resolution and its basic purposes.

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

Section 1. Imminent Risk to Health and Safety. Soil conditions in the City and remain saturated as a result of the 2022-23 Atmospheric River Winter Storm, increasing the likelihood of further damage from earth slippage events, including the potential for flooding, risk of falling trees, and other infrastructure damage.

Section 2. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) 30 days from the date of adoption of this Resolution, or (ii) such time the City Council adopts a subsequent resolution rescinding this Resolution.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of February, 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

February 7, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Maxine Gullo, Ass't. City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-012 adopting the Fiscal Year 2023-2024 budget schedule

RECOMMENDATION:

Adopt Resolution 2023-012 adopting the Fiscal Year 2023-2024 budget schedule.

BACKGROUND/SUMMARY:

This item is on the Council's agenda to adopt the Fiscal Year 2023-2024 budget schedule in accordance with the Carmel-by-the-Sea Municipal Code. Specifically, Municipal Code Section 3.06.020 requires the City Administrator to present a proposed budget schedule to Council on or before February 15 of each year. The budget schedule includes several meetings to encourage public participation in developing and prioritizing capital projects, programs and services given limited resources. The Fiscal Year 2023-2024 covers the period of July 1, 2023 through June 30, 2024.

FISCAL IMPACT:

There is no fiscal impact associated with adopting this budget schedule.

PRIOR CITY COUNCIL ACTION:

Not applicable.

ATTACHMENTS:

Attachment 1) Resolution 2023-012

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA APPROVING THE FISCAL YEAR 2023-2024 BUDGET SCHEDULE

WHEREAS, Carmel-by-the-Sea Municipal Code §3.06.020 requires the City Administrator to present to Council a proposed budget schedule on or before February 15 of each year; and

WHEREAS, the budget schedule includes public meeting dates pertaining to the development and review of the capital improvement plan and annual operating budget to allow for public participation in the budget process; and

WHEREAS, the budget schedule is intended to allow City Council time to deliberate while also ensuring the budget is adopted before July 1 in accordance with the City's Municipal Code.

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

Approve the Fiscal Year 2023-2024 budget schedule per Exhibit A.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of February, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dave Potter, Mayor

ATTEST:

Nova Romero, MMC, City Clerk

EXHIBIT A

Activity	**Date***
Adoption of FY 23-24 Budget Schedule	Council Meeting, Feb. 7
Development: FY 23-24 Operating Budget / Five-Year Capital Improvement Plan (CIP) & Five-Year Financial Forecast	February - March 2023
Five-Year CIP and Financial Forecast Workshop	Special Council Meeting Week of March 15, 2023
Council consideration of funding projects as part of the FY 22-23 Capital Improvement Plan (CIP)	Council Meeting April 4, 2023
Submittal of FY 22-23 Proposed Budget to Council	Council Meeting May 2, 2023
FY 22-23 Proposed Budget Workshop	Special Council Meeting Week of May 15, 2023
Adoption of FY 22-23 Budget and GANN Limit	**Council Meeting** **June 6, 2023**
Adoption of FY 22-23 Budget and GANN Limit *as Needed*	Special Council Meetings June 13, 2023 June 20, 2023
FY 22-23 Begins	July 1, 2023

*Dates are tentative and subject to change

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

February 7, 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 2023-013, declaring the 1994 Ford F-250, 2012 Ford Expedition, 2013 Go-4, 2014 Dodge Charger, 2017 Ford Escape, and 2010 Isuzu Street Sweeper, as surplus and authorizing their sale at auction

RECOMMENDATION:

Adopt Resolution 2023-013, declaring the 1994 Ford F-250, 2012 Ford Expedition, 2013 Go-4, 2014 Dodge Charger, 2017 Ford Escape, and 2010 Isuzu Street Sweeper, as surplus and authorizing their sale at auction.

BACKGROUND/SUMMARY:

The City currently owns the following six vehicles which are no longer in service and should now considered surplus:

1) A 1994 Ford F-250, with 70,840 miles, was previously used by the Public Works Department. This vehicle was replaced by a 2019 Ford F-350.

2) A 2012 Ford Expedition, with 68,280 miles, was used by the Police Department. This vehicle was replaced by a 2021 Dodge Durango.

3) A 2013 Go-4 Parking Enforcement Vehicle, with 45,000 miles, was used by the Police Department. This vehicle was replaced by a 2014 Smart Car.

4) A 2014 Dodge Charger, with 66,000 miles, was also used by the Police Department. This vehicle was replaced by a 2021 Dodge Durango.

5) A 2017 Ford Escape, with 13,111 miles, was used by the Community Planning and Building Department. This vehicle was replaced with two electric Gem cars.

6) A 2010 Isuzu Street Sweeper, with 45,900 miles, was used by the Public Works Department. This vehicle will be replaced by a 2022 Ravo 5 electric street sweeper with expected delivery in April 2023. To City will not sell the existing sweeper until the replacement unit has arrived and is in

service.

All six vehicles will be posted on “Public Surplus,“ an online government auction website.

In accordance with Carmel Municipal Code (CMC) Section 3.16.040, Council must authorize the sale of property valued over $500. Per CMC Section 3.16.050, the City may waive the bidding process and approve the sale of property to any individual, firm or corporation.

FISCAL IMPACT:

The Kelley Blue Book value for the first five vehicles listed above is approximately $27,000. These vehicles are drivable. Vehicle 6, the Isuzu Street Sweeper, should be decommissioned, but may have salvage value for parts – a value of which is unknown.

Actual funds received at auction for these vehicles will be returned to the Vehicle and Equipment Fund #503-513-00 via a budget adjustment and resolution when funds are received.

PRIOR CITY COUNCIL ACTION:

In September 2018, Council adopted Resolution 2018-104 declaring a 1998 Ford Explorer Fire inspection vehicle and a 1989 Police Harley Davidson motorcycle as surplus and authorizing their sale.

ATTACHMENTS:

Attachment 1) Resolution 2023-013

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DECLARING THE 1994 FORD F-250, 2012 FORD EXPEDITION, 2013 GO-4, 2014 DODGE CHARGER, 2017 FORD ESCAPE, AND 2010 ISUZU STREET SWEEPER AS SURPLUS AND AUTHORIZING THEIR SALE AT AUCTION

WHEREAS, the City owns a 1994 Ford F-250 that was previously used by the Public Works Department and replaced by a 2019 Ford F-350; and

WHEREAS, the City owns a 2012 Ford Expedition that was used by the Police Department and replaced with a 2021 Dodge Durango; and

WHEREAS, the City owns a 2013 Go-4 Parking Enforcement Vehicle that was used by the Police Department and replaced with a 2014 Smart Car; and

WHEREAS, the City owns a 2014 Dodge Charger that was used by the Police Department and replaced with a 2021 Dodge Durango; and

WHEREAS, the City owns a 2017 Ford Escape that was used by the Community Planning and Building Department and replaced by two electric Gem cars; and

WHEREAS, the City owns a 2010 Isuzu Street Sweeper that was used by the Public Works Department and which will be replaced by a 2022 Ravo 5 electric street sweeper; and

WHEREAS, in accordance with Carmel Municipal Code Sections 3.16.040 and 3.16.050, the City Council must authorize the sale of property valued over $500.

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

Declares the 1994 Ford F-250, 2012 Ford Expedition, 2013 Go-4, 2014 Dodge Charger, 2017 Ford Escape, and 2010 Isuzu Street Sweeper as surplus and authorizes their sale at auction.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 8th day of February, 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

February 7, 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 2023-014, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Ten Over Studio for architectural services for five facility renovation projects, for a fee not to exceed $78,900

RECOMMENDATION:

Adopt Resolution 2023-014, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Ten Over Studio for architectural services for five facility renovation projects, for a fee not to exceed $78,900.

BACKGROUND/SUMMARY:

In June 2022, Council adopted Resolution 2022-048 approving 25 Fiscal Year 2022/23 Capital Improvement Projects, including the following five facility renovations projects with a combined budget of $615,000:

- City Hall Roof Replacement
- Harrison Memorial Library (HML) Exterior and Interior Painting
- HML Generator
- Sunset Center Hazardous Materials Remediation and Exterior Painting
- Sunset Center Cottage Windows Repairs

In August 2022, Council adopted Resolution 2022-065, awarding a Professional Services Agreement to Ausonio, Incorporated to provide Project Management Services for delivery of nine facility renovation projects, including these Projects.

Consultant Selection Process

In April 2022, requests for Statements of Qualifications (SOQs) were advertised, from San Jose to Sacramento to San Luis Obispo, seeking qualifications from consultants covering 14 professional service areas, including Architectural Services. In May 2022, seven SOQs were received for architectural services, which identified facility renovations as proposed projects.

In September 2022, a Selection Committee consisting of two Project Managers with Ausonio and the

Public Works Director independently evaluated the SOQs and tentatively identified Ten Over Studio and Wald, Ruhnke & Dost Architects as most qualified to provide these architectural services.

Informal interviews were held with both firms after which it was determined that Ten Over Studio had the full-service team and similar on-call services contracts, and were best suited for these projects.

A Professional Services Agreement was prepared with Ten Over Studio with a base fee of $24,999 to provide on-call, as needed services for other projects. The Agreement was executed in December 2022. Concurrently, Ten Over Studio and staff negotiated their proposals to provide the services needed for these five facility renovation projects.

Scope of Services

Ten Over Studio recognizes that all three buildings are historic structures. Their key tasks include:

- Site visit
- Preparing roofing and demolition plans and details
- Electrical engineering plans and calculations for the generator
- Preparing window replacement and painting schedules
- Using field photos, rather than formal plans, where possible
- Preparing technical and performance-based specifications
- Providing bidding and construction support services
- Coordinating with Ausonio and City staff

Ausonio will complement this work by checking plans, preparing cost estimates, assembling construction bid documents, processing building permits, and coordinating with another City consultant regarding hazardous materials testing and remediation services for the HML and Sunset Center.

The work is scheduled to be completed within three months following issuance of a Notice to Proceed.

FISCAL IMPACT:

No.	Project	Total Budget	Ten Over Studio Fee	Ausonio Fee FY 23
1	City Hall Roof	$100,000	$13,500	$10,000
2	HML Painting	200,000	16,000	15,000
3	HML Generator	60,000	21,000	10,000
4	Sunset Ctr Painting	150,000	11,500	20,000
5	Cottage Windows	105,000	16,900	15,000
	Totals	**$615,000**	**$78,900**	**$70,000**

The fee for Ten Over Studio to provide these architectural services through construction is $78,900, representing 12.8% of the combined project budget. The total fee for Ten Over Studio for the original Agreement authorization of $24,999 plus this Amendment No. 1 is $103,899. The estimated fee for Ausonio to provide project management services for these five projects is $70,000, leaving a balance of $466,100 for construction.

These five facility renovation projects were bundled together for efficiency for the design, bidding, and construction phases, where we will compile one set of bidding documents and award one construction contract with one general contractor, rather than five separate contracts. This bundling approach also provides a cost advantage due to economy of scale. Considering the rising costs of inflation, construction

labor shortages, and supply chain challenges, it is anticipated that additional funds will be needed at the time that a construction contract is awarded.

A sixth facility renovation project, namely carpet replacement in the HML, will also be included in this combined project; however, architectural services are not required for this component. The carpet replacement will be included as a Bid Additive that could easily be awarded, or deferred, at the time of construction contract award depending on the status of the Library Master Plan project being performed by others.

All expenditures for these projects are covered in the Capital Projects Fund Account 301-311-00-43008.

PRIOR CITY COUNCIL ACTION:

At the June 7, 2022 meeting, Council adopted Resolution 2022-048 approving 25 new FY 2022/23 Capital Improvement Projects, including all five (5) facility renovation projects covered in this report, with a combined budget of $720,000.

In August, 2022, Council adopted Resolution 2022-065, awarding a Professional Services Agreement with Ausonio, Inc. for Project Management Services for delivery of nine facility renovation projects, including these projects.

ATTACHMENTS:

Attachment 1) Resolution 2023-014
Attachment 2) Amendment No. 1 and Professional Services Agreement with Ten Over Studio

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-014

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 TEN OVER STUDIO FOR ARCHITECTURAL SERVICES FOR FIVE FACILITY RENOVATION PROJECTS, FOR A FEE NOT TO EXCEED $78,900

WHEREAS, on June 7, 2022, Council adopted Resolution 2022-048 approving 25 Fiscal Year 2022/23 Capital Improvement Projects, including the City Hall Roof Replacement, Harrison Memorial Library (HML) Exterior and Interior Painting Project, HML Generator, Sunset Center Hazardous Materials Remediation and Exterior Painting Project, and Sunset Center Cottage Windows Repairs, with a combine budget of $615,000; and

WHEREAS, in May 2022, seven Statements of Qualifications were received from consultants to provide architectural services, which identified facility renovations as proposed projects; and

WHEREAS, in September 2022, a Selection Committee identified Ten Over Studio as the best qualified firm for these facility renovation projects; and

WHEREAS, a Professional Services Agreement was developed with Ten Over Studio for on-call architectural services and executed in December 2022 with a base fee of $24,999; and

WHEREAS, proposals were negotiated with Ten Over Studio to provide the architectural services needed for these five facility renovation projects with a combine fee not to exceed $78,900; and

WHEREAS, sufficient funding is available in the Capital Projects Fund.

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 Ten Over Studio, for architectural services for five facility renovation projects, for a fee not to exceed $78,900.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of February, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dave Potter
Mayor

ATTEST:

Nova Romero, MMC
City Clerk

AMENDMENT NO. 1
AGREEMENT #PWD-TEN-OVER-22-23
Architectural Services

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea ("CITY")** and **Ten Over Studio ("CONSULTANT"),** parties to Agreement PWD-TEN-OVER-22-23 (the "Agreement") executed on December 16, 2022.

2. The Agreement is amended as follows:

    a. Exhibit "A" of the Agreement **(Scope of Services)** is modified as follows:

    Incorporate attached **Exhibit A.1, Proposal for Architectural and Interior Design Services** for five (5) Facility Renovation Projects.

    b. Exhibit "B" of the Agreement **(Key Personnel, Compensation & Fee Schedule)** is modified as follows:

    Incorporate attached **Exhibit B.1, Architect's Fee.** CITY shall pay CONSULTANT in an amount not to exceed **Seventy-Eight Thousand Nine Hundred Dollars ($78,900)** for the additional services included in Exhibit A.1.

    c. Exhibit "C" of the Agreement (**Project Schedule)** is modified as follows:

    Incorporate **Exhibit C.1, Revised Project Schedule,** for the additional services included in Exhibit A.1.

3. Except as set forth in this Amendment No.1, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment No.1 and the Agreement, the terms of this Amendment will prevail.

Ten Over Studio:

By: _____ Date: _____
Jim Duffy, President

CITY:

By: _____ Date: _____
Chip Rerig, City Administrator

ATTEST:

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

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PROPOSAL FOR ARCHITECTURAL AND INTERIOR DESIGN SERVICES CITY OF CARMEL-BY-THE-SEA

DATE
January 19, 2023

PROJECT
City Hall, Monte Verde Street between Ocean and Seventh Avenues
Harrison Memorial Library, Corner of Ocean Avenue and Lincoln Street
Sunset Center, San Carlos Street at Ninth Avenue

CLIENT
Bob Harary, Public Works Director, Carmel-By-The-Sea
Junipero Street between Fourth and Fifth Avenues, 831.620.2021, rharary@ci.carmel.ca.us
P.O. Box CC, Carmel-By-The-Sea, CA 93921

ARCHITECT
Jim Duffy - TEN OVER STUDIO, INC.
539 Marsh Street, San Luis Obispo, CA 93401 - W 805.541.1010 M 805.540.8896 - jimd@tenoverstudio.com

PROJECT UNDERSTANDING
Ten Over Studio is to provide On-Call Architectural Services on an as needed basis for facility remodels, renovations, and tenant improvements. The Client has expressed the desire for architectural services on the following maintenance, tenant improvements, and renovation projects:

CITY HALL ROOFING REPLACEMENT
The existing roof was last replaced in 1984 and is approximately 15-years past its warranty. The roof leaks have been increasing and repaired by contractors or staff over the past few years as the roof progressively deteriorates. The City is looking to replace the existing asphalt shingle roof with new wood cedar shake material to match the historical architecture. City Hall is a historic building.

The City's preliminary construction budget for this project is $100,000. An existing hazardous materials report was prepared by M3 Environmental, dated October 2022.

HARRISON MEMORIAL LIBRARY EXTERIOR AND INTERIOR PAINTING
This project includes interior painting and "in-kind" exterior painting of the building. The Harrison Memorial Library is a historic building.

The City's preliminary construction budget for the exterior painting is $100,000. The preliminary construction budget for the interior paint is $100,000. An existing hazardous materials report was prepared by M3 Environmental, dated June 2022.

HARRISON MEMORIAL LIBRARY NEW STANDBY GENERATOR
This project includes the addition of a new generator on the project site. The new generator will provide back-up power for the IT servers and essential equipment on the lower level of the library. There is limited exterior space available for the placement of the new generator.

The City's preliminary construction budget for the new generator is to be determined.

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SUNSET CENTER EXTERIOR PAINTING
This project includes the "in-kind" exterior painting of the building. The Sunset Center is a historic building.

The City's preliminary construction budget for the exterior painting is $150,000. Future phases may be necessary if the preliminary budget is not adequate to execute all exterior painting. An existing hazardous materials report was prepared by M3 Environmental, dated March 2022.

SUNSET CENTER WINDOW REPAIRS
This project includes the remediation of existing asbestos and lead paint from around the windows of the Sunset Center Cottages, and repair or replace of the failing windows. The Sunset Center is a historic building and "in-kind" replacement of the windows to match the existing windows.

This project should be executed concurrently with the exterior painting project. The City's preliminary construction budget for the window repairs is $105,000. An existing hazardous materials report was prepared by M3 Environmental, dated March 2022.

These projects shall be packaged into a single bid package by the CLIENT's Construction Manager. All projects are intended for public bidding. The bid package documentation required for the remediation of existing asbestos and lead paint will be prepared by M3 Environmental for each project.

CONSULTANT TEAM
The ARCHITECT will coordinate the work of Consultants when engineering and cost estimation is required. Consultants included in the Ten Over Studio proposal are as follows:

- Civil — Whitson Engineers
- Structural — Biggs Cardosa Associates, Inc.
- Mechanical — 3C Engineering, Inc.
- Electrical — Thoma Electric, Inc.
- Cost Estimator — Cumming Group

CONSTRUCTION MANAGEMENT
The CLIENT will engage the services of a construction management firm to provide pre-construction services during the design phases and to provide construction management during the bidding and construction phases.

CLIENT'S RESPONSIBILITIES
The CLIENT shall provide, and the ARCHITECT shall be entitled to rely on the accuracy of the following:

- Scope of work, schedule, and project budget for each project.
- Project budget & schedule information shall include reasonable contingencies for each.
- Geotechnical report when required for the project. The report shall provide project data for structures, site improvements & percolation calculations.
- Site survey in ACAD format when required for the project. The site survey shall be suitable for design and permitting requirements including existing topography, structures, utilities, easements, vegetation, and property boundaries.
- Utility information when required for the project
- As-built drawings in hardcopy and ACAD format
- Hazardous material investigation and reports
- Identification of CLIENT primary point of contact, stakeholders & final decision maker(s)

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- Timely response to the ARCHITECT'S requests for information
- It is the CLIENT'S responsibility to verify that the project scope meets their budget through all phases of work.

SCOPE OF WORK

TASK 1 - CITY HALL ROOFING REPLACEMENT

This is a maintenance project and the bid package approach is to prepare performance specifications. The maintenance bid package will include the abatement of asbestos and the removal of the existing asphalt shingle roofing system. The design team will prepare performance specifications, roof plan, and roofing details using new Class A wood cedar shake roofing assembly to match the historical architecture. The replacement or re-use of the existing copper flashing, counterflashing, gutters and downspouts is to be determined.

An existing hazardous materials report was prepared by M3 Environmental, dated October 2022 for asbestos and lead paint sampling.

The preparation of an entitlements planning package for the City's planning and building review is not a part of this project. No engineering services are a part of this project. The bid package documentation required for the remediation of existing asbestos and lead paint will be prepared by a separate City consultant for this project.

The ARCHITECT will meet with the CLIENT to review specifications and drawings, receive feedback, and modify the design as requested by CLIENT. This phase assumes one round of refinements to the maintenance bid package. Once approved, the documents will be submitted to the City for permit review (refer to Task 4 for Permitting). The approved drawings will be used for the Final Bid package. Refer to Task 5 for bidding assistance and Task 6 for construction administration.

Client Participation:

- Attend scheduled meetings
- Provide timely decisions and direction
- Provide as-built drawings of the existing structure
- Provide construction cost estimate
- Provide hazardous materials report and remediation to be a part of the bid package
- Prepare the roofing replacement/maintenance bid package
- Prepare permit application

Schedule

- Eight (8) weeks for document preparation

Meetings

- One (1) site visit
- One (1) project kickoff meeting. This meeting to be concurrent with the Harrison Memorial Library and Sunset Center kick-off meetings.
- One (1) project draft document review meeting

Deliverables

- Draft Roofing Replacement/Maintenance Bid Package
  - One (1) draft demolition specification section
  - One (1) draft roofing replacement performance specification section for wood shakes roofing assembly.
  - One (1) draft Demolition Roof Plan

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- One (1) draft New Roof Plan and details
- Final Roofing Replacement/Maintenance Bid Package for Permit Review (see Task 4).
  - One (1) final demolition specification section
  - One (1) final roofing replacement performance specification section for wood shakes roofing assembly.
  - One (1) final Demolition Roof Plan
  - One (1) final Roof Plan and details.

TASK 2.1 - HARRISON MEMORIAL LIBRARY

There are multiple projects at this project location that will be implemented concurrently. An existing hazardous materials report was prepared by M3 Environmental, dated June 2022 for asbestos and lead paint sampling. The Harrison Memorial Library is a historic building.

TASK 2.1.1 - EXTERIOR AND INTERIOR PAINTING

This is a maintenance project and the bid package approach is to prepare performance specifications and diagrammatic exterior elevation drawings. The maintenance bid package will include the abatement of lead paint, removal of existing loose paint and preparation of the existing surfaces to receive new exterior and interior painting. The design team will prepare performance specifications and photos of the building to show paint colors match the historical architectural paint colors. This project includes the "in-kind" exterior painting of the building.

The preparation of an entitlements planning package for the City's planning and building review is not a part of this project. No engineering services are a part of this project. The bid package documentation required for the remediation of existing asbestos and lead paint will be prepared by a separate City consultant for this project.

The ARCHITECT will meet with the CLIENT to review specifications and drawings, receive feedback, and modify the design as requested by CLIENT. This phase assumes one round of refinements to the maintenance bid package. Once approved by the CLIENT, the documents will be submitted to the City for permit review (refer to Task 4 for Permitting). The approved drawings will be used for the Final Bid Package. Refer to Task 5 for bidding assistance and Task 6 for construction administration.

Client Participation

- Attend scheduled meetings
- Provide timely decisions and direction
- Provide as-built drawings of the existing structure
- Provide construction cost estimate
- Provide hazardous materials report and remediation to be a part of the bid packages
- Prepare the interior and exterior paint bid package
- Prepare permit application

Schedule

- Eight (8) weeks for documentation preparation.

Meetings

- One (1) site visit
- One (1) project kickoff meeting. This meeting to be concurrent with the City Hall and Sunset Center kick-off meetings
- One (1) project draft documentation review meeting

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_____

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Deliverables

- Draft Interior and Exterior Paint Bid Package
  - One (1) draft demolition specification section
  - One (1) draft performance specification section for exterior painting
  - One (1) draft performance specification section for interior painting
  - One (1) draft Building Exterior photos and exterior paint schedule
  - One (1) draft finish schedule for interior paint schedule
- Final Interior and Exterior Paint Bid Package for Permit Review (see Task 4).
  - One (1) final demolition specification section
  - One (1) final performance specification section for exterior painting
  - One (1) final performance specification section for interior painting
  - One (1) final Building Exterior photos and exterior paint schedule
  - One (1) final finish schedule for interior paint schedule

TASK 2.2 – HARRISON MEMORIAL LIBRARY NEW STANDBY GENERATOR

This task includes the addition of a new standby generator on the project site. The new generator will provide back-up power for the IT servers and essential equipment on the lower level of the library. Location for the new generator is to be determined. This project is to be implemented concurrently with the other projects at this location.

The preparation of an entitlements planning package and the preparation of permit drawings for the City's planning and building review is required for this project. Electrical engineering services are a part of this task.

The ARCHITECT will work with and coordinate the work of the engineering Consultants as required to develop the Draft Bid Package. The ARCHITECT will meet with the CLIENT to review specifications and drawings, receive feedback, and modify the design as requested by CLIENT. This phase assumes one round of refinements to the maintenance bid package. Once approved, the documents will be submitted to the City for permit review (refer to Task 4 for Permitting). The approved drawings will be used for the Final Bid Package. Refer to Task 6 for bidding assistance and Task 7 for construction administration.

Client Participation

- Attend scheduled meetings
- Provide timely decisions and direction
- Provide as-built drawings of the existing structure
- Provide construction cost estimate
- Prepare the standby generator bid package.
- Prepare permit application

Schedule

- Eight (8) weeks for document preparation

Meetings

- One (1) site visit to be concurrent with the other projects at this project location
- One (1) project kickoff meeting. This meeting to be concurrent with the City Hall and Sunset Center kick-off meetings
- One (1) project draft documentation review meeting

Deliverables

- Draft Standby Generator Bid Package
  - One (1) draft demolition specification section

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  - One (1) draft performance specification section for the standby generator
  - Draft Demolition Site and Floor Plan
  - Draft New Site Plan and Floor Plan
  - Draft Electrical Engineering drawings
- Final Standby Generator Bid Package for Permit Review (see Task 4)
  - One (1) final demolition specification section
  - One (1) final performance specification section for the standby generator
  - Final Demolition Site and Floor Plan
  - Final New Site Plan and Floor Plan
  - Final Electrical Engineering drawings and calculations

TASK 3 - SUNSET CENTER

There are multiple projects at this project location that will be designed and construction implemented concurrently. An existing hazardous materials report was prepared by M3 Environmental, dated March 2022 for asbestos and lead paint sampling. The Sunset Center is a historic building.

TASK 3.1 - EXTERIOR PAINTING

This is a maintenance project and the bid package approach is to prepare performance specifications. The maintenance bid package will include the abatement of lead paint, removal of existing loose paint and preparation of the existing surfaces to receive new exterior painting over the northern wing of the building. The design team will prepare performance specifications and exterior building photos to show paint colors match the historical architectural paint colors. This project includes the "in-kind" exterior painting of the building.

TASK 3.2 - WINDOW REPAIRS

This project includes the remediation of existing lead paint from around the exterior windows of the Sunset Center Cottages, and the in-kind repair or replacement of the windows to match existing. The Sunset Center is a historic building.

The preparation of an entitlements planning package and the preparation of permit drawings for the City's planning and building review is not a part of this project. No engineering services are a part of this project. The bid package documentation required for the remediation of existing asbestos and lead paint will be prepared by a separate City consultant for this project.

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The ARCHITECT will meet with the CLIENT to review specifications and drawings, receive feedback, and modify the design as requested by CLIENT. This phase assumes one round of refinements to the maintenance bid package. Refer to Task 6 for bidding assistance and Task 7 for construction administration.

Client Participation:

- Attend scheduled meetings
- Provide timely decisions and direction
- Provide as-built drawings of the existing structure if available
- Provide construction cost estimate
- Provide hazardous materials report and remediation to be a part of the bid packages
- Prepare the exterior paint bid package.
- Prepare the exterior window replacement bid package
- Prepare permit applications

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Schedule

- Eight (8) weeks for documentation preparation.

Meetings:

- One (1) site visit
- One (1) project kickoff meeting. This meeting to be concurrent with the City Hall and Harrison Memorial Library kick-off meetings.
- One (1) project draft documentation review meeting

Deliverables

- Draft Exterior Paint Bid Package
  - One (1) draft demolition specification section
  - One (1) draft performance specification section for exterior painting.
  - One (1) draft Exterior Building photos and exterior paint schedule
- Draft Exterior Window Replacement Bid Package
  - One (1) draft demolition specification section
  - One (1) draft performance specification section for exterior windows.
  - One (1) draft Exterior Building photos and exterior window schedule
- Final Exterior Paint Bid Package for Permit Review (see Task 4).
  - One (1) final demolition specification section
  - One (1) final performance specification section for exterior painting.
  - One (1) final Exterior Building photos and exterior paint schedule
- Final Exterior Window Replacement Bid Package for Permit Review (see Task 4).
  - One (1) final demolition specification section
  - One (1) final performance specification section for exterior windows.
  - One (1) final Exterior Building photos and exterior window schedule

TASK 4 PERMITTING

TEN OVER STUDIO will assist the City during the permitting phase by responding to comments and revising the drawings as necessary. The CLIENT's Construction Manager will prepare the building permit application and submit the bid packages and handle coordination with the building department.

All of the projects included and described herein shall be packaged into a single bid package by the CLIENT's Construction Manager. All projects are intended for public bidding. The bid packages requirements for the remediation of existing asbestos and lead paint will be prepared by M3 Environmental for each project.

Tasks

- Submit Draft Bid Packages to the Building Department for review.
- Obtain approval from the Building Department. The project will be ready to begin the bidding process once submitted drawings are approved by the Building Department.
  - Respond to plan check comments.
  - Revise drawings based on plan check comments.

Deliverables

- Plan check responses.
- Bid drawing set for bid issuance.

Schedule

- TBD

Meetings

- None

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TASK 5 BIDDING ASSISTANCE

TEN OVER STUDIO will assist the CLIENT during the bidding phase on an "as needed" basis. The CLIENT team will prepare the bid documents, general conditions, Division 1 specifications, addendums, respond to bidder questions, and run the bid process.

Deliverables

- Documents for Bid Packages to be completed by the CLIENT team
- Assist the CLIENT with the preparation of documentation for the Bid Addenda(s)

Schedule

- TBD

Meetings

- None

TASK 6 CONSTRUCTION OBSERVATION

Through the construction phase, TEN OVER STUDIO will be available to provide construction support on an "as needed" basis. The TEN OVER STUDIO team will work with CLIENT representatives and the General Contractor to address field questions, prepare clarifications when needed, and to review submittals and shop drawings when requested by the CLIENT, participating in construction meetings, and visiting the site when requested to review construction progress, quality, and conformance with the Drawings.

Deliverables

- Construction document clarifications / modifications as required
- Review and response to Contractor requests for information
- Review and approval of Contractor submittals

Schedule

- TBD

Meetings

- Construction Kick-off meeting with CLIENT and Contractor
- Bi-weekly OAC meetings (virtual)
- Job site meetings (when requested)
- Field observations at job sites (when requested)
- Initial punch list site walk
- Final punch list site walk

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ARCHITECT'S FEE

TASK	TASK NAME	FEE TYPE	FEE
1	CITY HALL ROOFING REPLACEMENT		
	DRAFT BID PACKAGE - WOOD SHINGLES	FIXED FEE	$ 6,000
	FINAL BID PACKAGE - WOOD SHINGLES	FIXED FEE	$ 2,500
	PERMITTING	T&M	$ 5,000
	BIDDING ASSISTANCE	T&M	
	CONSTRUCTION OBSERVATION	T&M	
2	HARRISON MEMORIAL LIBRARY		
2.1	EXTERIOR AND INTERIOR PAINTING		
	DRAFT BID PACKAGE	FIXED FEE	$ 8,000
	FINAL BID PACKAGE	FIXED FEE	$ 3,000
	PERMITTING	T&M	$ 5,000
	BIDDING ASSISTANCE	T&M	
	CONSTRUCTION OBSERVATION	T&M	
2.2	NEW STANDBY GENERATOR		
	DRAFT BID PACKAGE	FIXED FEE	$ 10,000
	FINAL BID PACKAGE	FIXED FEE	$ 6,000
	PERMITTING	T&M	$ 5,000
	BIDDING ASSISTANCE	T&M	
	CONSTRUCTION OBSERVATION	T&M	
3	SUNSET CENTER		
3.1	EXTERIOR PAINTING		
	DRAFT BID PACKAGE	FIXED FEE	$ 5,000
	FINAL BID PACKAGE	FIXED FEE	$ 1,500
	PERMITTING	T&M	$ 5,000
	BIDDING ASSISTANCE	T&M	
	CONSTRUCTION OBSERVATION	T&M	
3.2	WINDOW REPAIRS		
	DRAFT BID PACKAGE	FIXED FEE	$ 8,900
	FINAL BID PACKAGE	FIXED FEE	$ 3,000
	PERMITTING	T&M	$ 5,000
	BIDDING ASSISTANCE	T&M	
	CONSTRUCTION OBSERVATION	T&M	

TOTAL NOT TO EXCEED $78,900.00

EXCLUSIONS

Unless noted otherwise, the following services are not included in the above Scope of Work or Fee Proposal. Many of them are available upon request as additional services.

- Measurement and drafting of as-built drawings
- Entitlement documentation and processing though local planning and historic committees/commissions
- Engineering services unless noted above in the scope of work
- Preparation of interior elevations
- Preparation of exterior elevations
- Fire sprinkler / alarm design / engineering (assumed to be design-build)
- Security system design
- Communications, audio / visual system design
- Construction or project cost estimates
- Energy Modeling or Building Commissioning
- Solar hot water or Photovoltaic design
- Hazardous Materials testing, reports, or recommendations for removal
- Material testing and inspections (during construction)
- Design, Specification, and/or purchasing of furnishings and specialty equipment

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- Permits and Application Fees
- Utility applications and/or fees
- Determining capacity of existing utilities (power, water, sewer/septic system)
- Analysis of existing engineered system (structural/mechanical/plumbing/electrical)
- Post Construction Record or As-built Drawings
- Erosion control plan / Demolition plan / Grading and Drainage plan
- Value engineering services
- Interior design (procurement of furnishings)
- Renderings for marketing
- Environmental Studies (Traffic, Noise, Flood, EIR / Initial Study / Coordination)
- Phasing of project and work other unless noted otherwise
- Preparation of Construction Documents for multiple bid packages
- Off-site improvements beyond the curb/gutter at street and beyond property lines
- Floodproofing certification

NOTES

- The ARCHITECT shall rely on the CLIENT provided information will be accurate and true. Any discrepancies shall be at the risk of the CLIENT.
- Only drawings specifically titled CONSTRUCTION DOCUMENTS with the ARCHITECT'S signed stamp are intended for construction. Construction based on any other drawings is at CLIENTS risk.
- Note that the plans will not be submitted to the Planning or Building Departments until all invoices to date have been paid.
- Modifications requested after previously approved designs will be billed on an hourly basis above and beyond estimated or fixed fees
- The ARCHITECT reserves the right to adjust the fee if the CLIENT/CONTRACTOR relationship varies from the project assumptions
- The ARCHITECT reserves the right to adjust hourly rates on an annual basis
- The ARCHITECT reserves the right to photograph the finilshed project for marketing purposes
- The ARCHITECT reserves the right to install a job site sign on the CLIENTS project property during design and construction of the project
- Reimbursable receipts will not be provided with invoices but will be available upon request

Our relationship for the purposes of this project and our responsibilities to each other are more fully set forth in the TERMS AND CONDITIONS which are an attachment to and a part of this Agreement.

CLIENT

CLIENT Date

ARCHITECT

1/19/2023

Jim Duffy Date
CA License # C30770

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Exhibit C.1 – Revised Project Schedule

Final bid documents for all five projects listed in Notice to Proceed (NTP) will be completed and delivered within eight (8) working weeks from NTP, not inclusive of time necessary for the City's plan reviews, bid document preparation, permitting, bid and construction phase administration, and associated tasks.

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PROFESSIONAL SERVICES AGREEMENT
for
ARCHITECTURAL SERVICES—ON CALL
Agreement #PWD -Ten Over- - 22-23

THIS AGREEMENT is executed this 16 day of December, 2022, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and **Ten Over Studio, Inc.**, (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

A. **Scope of Services**. Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: **Architectural Services on an on-call, as-needed basis.** 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 as defined in Exhibit "A".

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 & 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 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 ("Standard of Care").

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

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

B. **Change Orders**.

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

ii. The City may propose 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. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute Consultant's notice to proceed with the changed scope. 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 visible conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

2. COMPENSATION

A. **Total Fee**. Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Key Personnel, Compensation & Fee Schedule (Exhibit "B"), in a total amount not-to-exceed **Twenty-four Thousand Nine Hundred Ninety-nine Dollars ($24,999.00).** Such compensation is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement in accordance with the Standard of Care. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement consistent with the Standard of Care, the City is not responsible for payment until the Services have been performed in accordance with the Standard of care.

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

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

ii. Invoice number and date;

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

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

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

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

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

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

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

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

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

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

xiii. Copies of subconsultant and vendor lien releases.

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

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

Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, the City will pay on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement. If any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission, and the City will not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment. 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 Key Personnel, Compensation & Fee Schedules (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 **December 12, 2022** and must be completed by **June 30, 2025** unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)", in a timely manner or in accordance with the agreed upon Change Order Project Schedule.

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

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

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

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

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

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

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

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

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

C. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.

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

E. **Independent Contractor**:

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

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

5. REPRESENTATIVES AND COMMUNICATIONS

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

Name:	Robert 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:	Candice Wong
Title:	Principal
Company:	Ten Over Studio
Address:	539 Marsh Street, San Luis Obispo, CA 93401
Telephone:	(805) 541-1010
Email:	candicew@tenoverstudio.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 postage pre-paid certified mail, return-receipt requested on the date received.

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 an

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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 either an occurrence basis or on a claims-made basis. If on a claims-made basis, then Consultant must have an extended reporting (tail) coverage (with the same liability limits) for at least three years following the completion of the Project.

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.

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iii. All liability and auto policies except Professional Liability and Workers' Compensation must:

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

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

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

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

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

v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the Consultant as named insured will also be available and applicable to the additional insureds subject to applicable policy terms and conditions. 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.

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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 at City's sole expense.

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 represents that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are professionally trained, experienced, and competent and have the degree of expertise in accordance with the Standard of Care contemplated within California Government Code Section 5535.1, 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 ("Standard of Care"). All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also represents 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") will, subject to the terms and conditions outlined herein, become 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. Notwithstanding any provision to the contrary in this Agreement, the Materials prepared under this Agreement shall become the property of City upon completion of the services and payment in full of all monies due to Consultant. City shall not reuse or make any modification to the documents without the prior written authorization

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of Consultant. City agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Materials by City or any person or entity that acquires or obtains the documents from or through City without the written authorization of Consultant. If Consultant's services are terminated in accordance with this Agreement, this provision shall also apply to Materials delivered to City after such termination. Such delivery shall be contingent upon payment in full of all monies then due Consultant for services provided up to the date of termination. Under no circumstances shall the transfer of ownership of Consultant's Materials be deemed a sale by Consultant, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

B. **No Patent or Copyright Infringement.** Consultant represents 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 damages to the City to the extent found to be caused by Consultant for 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. Notwithstanding any provision to the contrary in this Agreement, "Confidential Information" shall not include, in whole or in part, Consultant's Materials and Consultant shall not be restricted from disclosing any information that is reasonably necessary for Consultant to disclose: (1) to Consultant's employees, subconsultants and the General Contractor and subcontractors, if appropriate, or information in whatever form that is in the public domain; or (2) as part of the permitting and public entity approval process; or (3) if required as required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority; or (4) if reasonably necessary for Consultant to defend itself from any legal action or claim.

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 costs incurred. Costs will include attorneys' fees and the cost of any expert employed in the preparation or presentation of any evidence and other costs authorized by the California Code of Civil Procedure. All costs incurred 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 applicable 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. Breaches the Conflict of Interest provisions of this Agreement; or

v. Otherwise violates any provision of this Agreement.

vi. Consultant shall have the right to terminate this Agreement upon giving City ten (10) calendar days prior written notice for any of the following: (1) breach by City of any material term of this Agreement, including but not limited to non-payment of Consultant invoices when due in accordance with the payment provision of this Agreement; (2) material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach Agreement on the compensation and schedule adjustments necessitated by such changes.

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 performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement. Termination will be without prejudice to any other rights or remedies the City may have.

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

a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City in writing; 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 Consultant may condition payment for services rendered to the date of termination for 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. Venue for any such action relating to this Agreement will be in Monterey County.

B. 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.

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.

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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

DocuSigned by:
Chip Rerig
3B0A69EEECAD41A...
City Administrator Signature

12/19/2022
Chip Rerig
Printed Name Date

CONSULTANT

Consultant Signature

JIM DUFFY 12/13/2022
Printed Name Date

PRESIDENT
Title

TEN OVER STUDIO, INC.
Consultant Legal Company Name

APPROVED AS TO FORM:

By: DocuSigned by:
Brian Pierik
0187FB17BD8435...
Brian Pierik, Esq., City Attorney

Date: 12/20/2022

ATTEST:

By: DocuSigned by:
Nova Romero
4B0C5050B52C4E2...
Nova Romero, MMC, City Clerk

Date: 12/20/2022

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

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Exhibit A – Scope of Services

SERVICE AREA	POTENTIAL PROJECTS	POTENTIAL TASKS
Architecture	Facility Remodels/ Renovations and Tenant Improvements for: 1. City Hall 2. Fire Station 3. Forest Theater 4. Harrison Memorial Library 5. Park Branch Library 6. Police Station 7. Public Works Facility 8. Sunset Center 9. Vista Lobos Facility 10. Painting 11. Carpeting 12. Railings 13. Roof Replacements 14. Generators 15. Window Replacements 16. Roll-up Doors 17. Tenant Improvements 18. Peer reviews	• ADA Evaluations (CASp) • Building Condition Assessment Reports • Cost Estimating • Design Plans and Specifications • Feasibility Studies • Historic Preservation • Interior Design/FF&E • Master Planning/Space Planning • On-Call Services • Project Management • Public Bidding and Construction Support • Public Charrettes • Renderings • Schematic Design • Technical Reports and Presentations • Landscape Architecture

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Exhibit B – Key Personnel, Compensation & Fee Schedule

No.	Key Personnel from FORM C	Role	Fully Burdened Hourly Rates		
			7/1/2022 to 6/30/2023	7/1/2023 to 6/30/2024	7/1/2024 to 6/30/2025
1.	Candice Wong	Principal In Charge, Primary Project Manager	$ 200	$ 200	$ 200
2.	Jim Duffy	Architect of Record, Design Architect, QAQC	$ 200	$ 200	$ 200
3.	Jesse Pereira	Project Architect	$ 150	$ 155	$ 160
4.	Hilary Dunsmoor	Senior Designer	$ 110	$ 115	$ 120
5.	Mathieu Anfosso	Media Designer	$ 145	$ 150	$ 155
6.	Dana Lossing	Interior Design Manager	$ 115	$ 120	$ 125
7.	Thomas Swayze	Principal Structural Engineer	$ 220	$ 225	$ 225
8.	Denver Stanger	Mechanical Designer, PM	$ 170	$ 175	$ 180
9.	Christopher Jose	Electrical Designer, PM	$ 160	$ 165	$ 170
10.	Richard Weber	Principal Civil Engineer	$ 230	$ 235	$ 240

No.	Other Staff (or Classifications)	Role	Fully Burdened Hourly Rates		
			7/1/2022 to 6/30/2023	7/1/2023 to 6/30/2024	7/1/2024 to 6/30/2025
10.	Architecture	Job Captain	$ 130	$ 135	$ 140
11.	Architecture	Designer	$ 115	$ 120	$ 125
12.	Landscape Architecture	Principal Landscape Architect	$ 175	$ 180	$ 185
13.	Landscape Architecture	Landscape Designer	$ 120	$ 125	$ 130
14.	Structural Engineer	Project Manager	$ 155	$ 160	$ 165
15.	Structural Engineer	Project Engineer	$ 130	$ 135	$ 140
16.	Mechanical/Plumbing Engineer	Principal Engineer	$ 180	$ 185	$ 190
17.	Mechanical/Plumbing Engineer	Project Engineer	$ 130	$ 135	$ 140
18.	Electrical Engineer	Principal Electrical Engineer	$ 185	$ 190	$ 195
19.	Electrical Engineer	Project Engineer	$ 125	$ 130	$ 135
20.	Civil Engineer	Project Manager	$ 190	$ 195	$ 200
21.	Civil Engineer	Engineer III	$ 170	$ 175	$ 180

Your firm's fully burdened hourly rates should include

Software	Yes ☒	No ☐	Vehicles	Yes ☐	No ☒
Phone / Cell	Yes ☒	No ☐	Printing	Yes ☐	No ☒
Mileage	Yes ☐	No ☒	Postage/Courier	Yes ☐	No ☒

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

Subconsultants:

- 3C Engineering - Mechanical Engineering, Plumbing
- Biggs Cardosa Associates, Inc. – Structural Engineering
- Thoma Engineering - Electrical Engineering
- Whitson Engineers - Civil Engineering and Surveying

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TEN OVER STUDIO, INC

Our Mission
To Leave the World Better than We Found It

TEN OVER STUDIO 2022 - 2025 HOURLY RATES

EMPLOYEE RATES (HOURLY)

Unless otherwise agreed in advance, the fees for professional services performed by TEN OVER STUDIO shall be performed on a time and materials basis at TEN OVER STUDIOS then-current rates for such work. These hourly rates are effective until July 1 2025. Ten Over Studio reserves the right to adjust hourly rates on an annual basis as shown below

	7/1/2022 THROUGH 6/30/2023	7/1/2023 THROUGH 6/30/2024	7/1/2024 THROUGH 6/30/2025
Architecture - Principal in Charge	$200	$200	$200
Architecture - Architect of Record	$200	$200	$200
Architecture - Project Manager	$165	$170	$175
Architecture - Project Architect	$150	$155	$160
Architecture - Job Captain	$130	$135	$140
Architecture - Designer	$115	$120	$125
Architecture - Senior Designer	$110	$115	$120
Interior Designer	$115	$120	$125
Landscape Architecture - Principal in Charge	$175	$180	$185
Landscape Architecture - Project Manager	$150	$155	$160
Landscape Architecture - Landscape Architect	$150	$155	$160
Landscape Architecture - Senior Designer	$130	$135	$140
Landscape Architecture - Designer	$120	$125	$130
Administrative	$60	$65	$70
Media Designer	$145	$150	$155

SAN LUIS OBISPO, CA
805.641.1010

SAN JOSE, CA
805.641.1010

BEND, OR
541.648.1010

info@tenoverstudio.com
tenoverstudio.com

CLIENTS INITIALS

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Hourly Rate Schedule

Position	2022	2023	2024
Principal	$185.00	$195.00	$205.00
Mechanical/Plumbing Engineer	$135.00	$145.00	$145.00
Commissioning Services	$125.00	$125.00	$135.00
Energy Analyst	$115.00	$125.00	$125.00
DDC Technician	$145.00	$155.00	$165.00
Drafter	$85.00	$85.00	$95.00
Support Staff/Admin	$75.00	$75.00	$75.00

Overtime

When applicable, will be invoiced at 1.5 times the billing rate for standard overtime, and 2.0 times the billing rate for Holidays and Sundays.

Invoices

Invoices will be sent reflecting time spent to the nearest 15 minutes (0.25 hour) and will include travel time.

Reimbursable Expenses

All reimbursable expenses billed at cost incurred plus 15%

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BIGGS CARDOSA ASSOCIATES INC
STRUCTURAL ENGINEERS

[illegible] Federal Street
San Francisco, CA 94107-1409
Telephone 415 986 1911

CHARGE RATE SCHEDULE

	2022-2023	2023-2024	2024-2025
Senior Principal	$303	$314	$325
Principal	$261	$270	$280
Associate	$240	$249	$257
Engineering Manager	$209	$216	$224
Senior Engineer	$188	$195	$201
Project Engineer	$172	$178	$185
Staff Engineer	$159	$164	$170
Assistant Engineer	$146	$151	$157
Junior Engineer	$134	$138	$143
Senior Computer Drafter	$152	$157	$162
Computer Drafter	$134	$138	$143
Junior Computer Drafter	$120	$124	$129
BIM/Visualization Specialist	$152	$157	$162
Project Administrator	$172	$178	$185
Project Coordinator	$141	$146	$151
Secretarial Administrative Services	$109	$112	$116
Construction Manager	$251	$260	$269
Senior Structural Representative	$219	$227	$235
Structural Representative	$195	$202	$209
Assistant Structures Representative	$157	$162	$168
Senior Bridge Inspector	$195	$202	$209

Subconsultants	Cost Plus 10%
Expenses	Cost Plus 15%
In-House CADD Plots	
Prints	$0.32/ sq. ft.
Plots	$1.60/ sq. ft.
Mylar Plots	$3.20/ sq. ft.

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ELECTRICAL ENGINEERING
SCHEDULE OF HOURLY RATES
2022, 2023, 2024

	2022	2023	2024
Professional Electrical Engineer	$216.00	$223.00	$230.00
Electrical Engineer / Designer	$189.00	$195.00	$201.00
Electrical Design Assistant	$134.00	$139.00	$144.00
Electrical Cost Estimator	$142.00	$147.00	$152.00
Field Technician / Electrician	$137.00	$142.00	$147.00
Computer Aided Design / Drafter	$120.00	$124.00	$128.00
Secretarial	$101.00	$105.00	$109.00

Note: Overtime rates shall be 1.5 times the rates listed above for hours worked.

Reimbursable expenses shall include the following:

- Sub-consultant cost plus 10% markup or as negotiated.
- Instrumentation and Equipment rental costs plus 10% markup.
- Reproduction Cost + 15%

Rates are effective through December 31 annually

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Whitson
ENGINEERS

Civil Engineering • Land Surveying
6 Harris Court, Monterey, CA 93940 | 831 649 5225
whitsonengineers.com

HOURLY RATE SCHEDULE

Category	Hourly Rate
Principal Engineer	$ 240.00
Senior Civil Engineer	$ 195.00
Senior Land Surveyor	$ 195.00
Civil Engineer	$ 175.00
Land Surveyor	$ 175.00
Senior Associate Engineer / Surveyor	$ 165.00
Associate Engineer / Surveyor	$ 150.00
Assistant Engineer / Surveyor	$ 130.00
Senior Engineering / Survey Technician	$ 125.00
Engineering / Survey Technician	$ 120.00
Administrative Support	$ 75.00
Engineering Aide	$ 70.00
Expert Witness / Court Hearing	$ 325.00
Field Surveying*	
One Person Survey Crew (Prevailing Wage)	$ 210.00
Two Person Survey Crew (Prevailing Wage)	$ 350.00
Reimbursables	
Professional Services by Others	Cost Plus 10%
In-House Large Format Plotting / Copies (Black & White)	$0.54 / S.F.
In-House Plots, Prints, Copies (Color/Special Media)	Rates vary, available upon request
In-House Prints / Copies (Black & White)	$0.10/sheet for 8.5x11, $0.54/sheet for 11x17
Materials, Postage, Reproduction, Telephone	Cost Plus 10%
Mileage	Per Current Federal Rate

*Survey Crew rates are Prevailing Wage
Rates effective January 1, 2020

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Exhibit C - Project Schedule

When the City requests a particular architectural service task for which the on-call architectural Consultant is retained, a project schedule will be developed by the Consultant and negotiated between the City and Consultant for that specific task.

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

February 7, 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 2023-015 authorizing the City Administrator to approve Purchase Orders with John Ley's Tree Service for a fee not to exceed $50,000 and Tope's Tree service for a fee not to exceed $40,000

RECOMMENDATION:

Adopt Resolution 2023-015 authorizing the City Administrator to approve Purchase Orders with John Ley's Tree Service for a fee not to exceed $50,000 and Tope's Tree service for a fee not to exceed $40,000.

BACKGROUND/SUMMARY:

Public Works/Forestry has a long history of working with qualified, licensed tree contractors to supplement the City's forestry crews with tree planting, watering, pruning, removals, and stump grinding. For the past four Fiscal Years, 2018/19 through 2021/22, the City had on-call, as-needed contracts with up to five tree care contractors, including John Ley's Tree Service and Tope's Tree Service. However, these contracts expired on June 30, 2022.

Last fall, staff updated bidding documents and technical specifications for tree care services. In addition to updating safety standards and technical requirements for pruning and removals, new requirements were added to provide qualified consultant arborist services, and to ensure mandatory response to emergency call outs. In addition, the bid cost schedules were modified to ensure that all bidders provide costs for all listed labor classifications, equipment, and waste hauling, whereas in prior bid proposals, bidders only had to list their own classifications and equipment (i.e. did not include subcontractors nor equipment rental rates). This new approach will result in more streamlined, "apples-to-apples" costs evaluations for Task Orders. Finally, these new contracts are intended to be awarded for an initial term of three years, with up to two, one-year extension periods.

This contract is currently being advertised for bids with the Bid Opening scheduled for February 14, 2023. Contracts are anticipated to be presented to the City Council for award at the March 7th meeting.

Between July 2002 and the start of the significant January 2023 storms, Forestry staff performed the lion's share of the field work (pruning, planting, removals), supplemented by John Ley, Tope's, and Iverson Tree Service. These contractors were issued Purchase Orders totalling a maximum of $24,999, the limit for the City Administrator's authorization. Prior to the storms, $42,373 of the $74,997 maximum authorization (56%)

were expended.

Storm recovery associated with tree removals and debris hauling is still in progress at the time of this report, but preliminary estimates are that the work will cost up to $50,000 for John Ley's Tree Service plus $40,000 for Tope's Tree Service. New Purchase Orders in these amounts will be issued upon adoption of the Resolution.

FISCAL IMPACT:

The Public Works/Forestry operating budget for Contract Services was $521,500 in Account No. 101-119-45-42101. As of December 31, 2022, $284,038 (54%) remained available in this account, which is more than sufficient to issue these new Purchase Orders totaling $90,000. Only $15,000 was estimated for emergency tree services based on costs over the past several years of storms. This budget estimate will be increased in future year budgets.

Funding from this account will also be needed for the upcoming tree service contracts to be awarded at the March Council meeting.

PRIOR CITY COUNCIL ACTION:

In September 2018, for FY 2018/19, Council authorized the City Administrator to execute an On-Call Tree Maintenance Service Contract with John Ley's Tree Service for $100,000 (Resolution 2018-097) and an initial one-year term ending June 30, 2019. In July 2019, for FY 2019/20, Council authorized the City Administrator to execute Change Order No.1 for $100,000 (Resolution 2019-048) and extend their term through June 30, 2020. For FY 2020/21, the City Administrator executed Change Order No. 2 for $24,999 and extended their term through June 30, 2021. For FY 2021/22, the City Administrator executed Change Order No. 3 for $24,999 and extended their term through June 30, 2022. In January 2022, Council authorized the City Administrator to execute Change Order No. 4 for an additional $70,000 (Resolution 2022-002).

In September 2018, for FY 2018/19, Council authorized the City Administrator to execute an On-Call Tree Maintenance Service Contract with Tope's Tree Service, Inc. for $100,000 (Resolution 2018-098) and an initial one-year term ending June 30, 2019. In July 2019, for FY 2019/20, Council authorized the City Administrator to execute Change Order No.1 for $100,000 (Resolution 2019-049) and extend their term through June 30, 2020. For FY 2020/21, the City Administrator executed Change Order No. 2 for $24,999 and extending their term through June 30, 2021. In October 2021, Council authorized the City Administrator to execute Change Order No. 3 for an additional $65,000 and extending the term through June 30, 2022 (Resolution 2021-066).

ATTACHMENTS:

Attachment 1) Resolution 2023-015

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL
RESOLUTION NO. 2023-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE PURCHASE ORDERS WITH JOHN LEY TREE SERVICE FOR A FEE NOT TO EXCEED $50,000 AND TOPE TREE SERVICE FOR A FEE NOT TO EXCEED $40,000 FOR TREE RELATED WORK RESULTING FROM THE JANUARY 2023 STORMS

WHEREAS, the City's Public Works/Forestry Division has a long history of working with qualified, licensed tree contractors to supplement the City's forestry crews; and

WHEREAS, prior on-call tree services contracts expired on June 30, 2022, and new, updated tree service contracts bid documents have been prepared and advertised for bids; and

WHEREAS, between July 2022 and the significant January 2023 storms, forestry crews performed tree care services supplemented by three tree service contractors who were issued Purchase Orders with maximum amounts of $24,999; and

WHEREAS, the January 2023 storms resulted in an estimated cost for emergency tree services and tree debris hauling of up to $90,000; and

WHEREAS, sufficient funding is available in the Public Works/Forestry operating budget for Contract Services Account No. 101-119-45-42101.

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

Approves Purchase Orders in the amount of $50,000 to John Ley's Tree Service and $40,000 to Tope's Tree Service for tree-related work resulting from the January 2023 storms.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of February, 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

February 7, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Chip Rerig, City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-016, granting consent to the City of Monterey to renew the Monterey County Tourism Improvement District (MCTID) and include the City of Carmel-by-the-Sea in the MCTID

RECOMMENDATION:

Adopt Resolution 2023-016, granting consent to the City of Monterey to renew the Monterey County Tourism Improvement District ("MCTID") and include the City of Carmel-by-the-Sea in the MCTID.

BACKGROUND/SUMMARY:

First launched in 2006 under the Property and Business Improvement Area Law of 1989 ('89 Law), the Monterey County Tourism Improvement District (MCTID) is a benefit assessment district proposed to continue as a revenue source to help fund marketing and sales promotion efforts for lodging businesses in Monterey County. In 2018, an effort to modernize the MCTID led to the disestablishment of the '89 Law district and re-establishing the MCTID pursuant to the Property and Business Improvement District Law of 1994 ('94 Law). The five-year term of the MCTID is set to expire on December 31, 2023, and the required number of lodging business owners have submitted a written petition to renew the district. Pending successful renewal of the MCTID, the Owner's Association will request to modify the current MCTID term to end early on June 30, 2023, with the renewed district beginning on July 1, 2023.

The 94 Law allows for the renewal of multi-jurisdictional tourism improvement districts, with consent of the included jurisdictions being granted to one "lead" jurisdiction. The City of Monterey has requested consent to continue to act as the lead jurisdiction in the renewal of the MCTID (Attachment 2), administering the MCTID countywide. Adopting this resolution will give the City of Monterey authority to include the City of Carmel-by-the-Sea in the renewed MCTID.

Management District Plan:

The Management District Plan (Attachment 3) includes the proposed boundary of the renewed MCTID, a service plan and budget, and a proposed means of governance. The MCTID shall include all lodging businesses, existing and in the future, located within the boundaries of the unincorporated areas of Monterey County and the cities of Carmel-by-the-Sea, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, and Soledad. The MCTID is divided into two

(2) benefit zones as described in the Plan.

The cities and County shall continue to be responsible for collecting the assessment on a monthly, bi-monthly, or quarterly basis (including any delinquencies, penalties, and interest) from each lodging business located within the boundaries of the MCTID. The cities and County shall make all reasonable efforts to collect the assessments from each lodging business. The cities and County shall forward the assessments to Monterey County Destination Marketing Organization, Inc. d.b.a. Monterey County Convention and Visitors Bureau (MCCVB), serving as the MCTID Owner's Association, which will have the responsibility of managing MCTID programs as provided in the Management District Plan.

Lodging business owners decided to pursue renewal of the MCTID in order to continue a revenue source devoted to marketing Monterey County as a tourist, meeting, and event destination. If renewed, the MCTID would generate an initial annual budget of approximately $8,856,266, increasing biennially as assessment rates increase, for the promotion of travel and tourism specific to Monterey County.

Result of recommended action:

The recommended action, adoption of the resolution granting consent to the City of Monterey (Attachment 1) to renew the MCTID and include the City of Carmel-by-the-Sea in the MCTID, will enable the City of Monterey and the Monterey County Convention and Visitors Bureau (MCCVB) to move forward with the MCTID renewal process. Upon successful renewal, the MCTID will continue to be governed by the TID Oversight Committee and the Management District Plan (MDP), facilitated by the Monterey City Council and the Monterey County Convention and Visitors Bureau (the Owner's Association).

FISCAL IMPACT:

None immediately. Because the MCTID programs are intended to increase room night sales for assessed businesses within the MCTID, there may be an increase in tax collections.
The cities and the County may retain a fee equal to one percent (1%) of the amount of the assessment collected within their respective jurisdictions to cover their costs of collection and administration.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1) 2023-016
Attachment 2) City of Monterey MCTID renewal
Attachment 3) MCTID Management District Plan

CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

RESOLUTION NO. 2023-16

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA, STATE OF CALIFORNIA, GRANTING CONSENT TO THE CITY OF MONTEREY TO RENEW THE MONTEREY COUNTY TOURISM IMPROVEMENT DISTRICT (MCTID)

WHEREAS, the City of Monterey initially created the MCTID in 2006 under the Parking and Business Improvement Area Law of 1989; and

WHEREAS, the MCTID was converted in 2019 under Property and Business Improvement District Law of 1994 by Resolution No. 18-147 for a five (5) year term, which ends December 31, 2023; and

WHEREAS, the City Council of the City of Monterey has requested consent to renew the MCTID in the City of Carmel-by-the-Sea with adoption of Monterey City Council Resolution No. 22-169, dated December 20, 2023.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Carmel-by-the-Sea, that:

Section 1: The above recitals are true and correct.

Section 2: The City of Monterey is hereby granted consent to include the City of Carmel-by-the-Sea in the MCTID, for the renewal of the MCTID and future renewals.

Section 3: The City Clerk is hereby directed to transmit a certified copy of this Resolution to the Clerk of the City of Monterey City Council.

Section 4: This Resolution is effective upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of February, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dave Potter,
Mayor

ATTEST:

_____
Nova Romero, MMC
City Clerk

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RESOLUTION NO. 22-169 C.S.

A RESOLUTION OF THE COUNCIL OF THE CITY OF MONTEREY

REQUESTING CONSENT OF THE COUNTY OF MONTEREY AND CITIES OF CARMEL-BY-THE-SEA, DEL REY OAKS, GONZALES, GREENFIELD, KING CITY, MARINA, PACIFIC GROVE, SALINAS, SAND CITY, SEASIDE, AND SOLEDAD TO CREATE THE MONTEREY COUNTY TOURISM IMPROVEMENT DISTRICT

WHEREAS, the City Council of the City of Monterey desires to begin proceedings to form the Monterey County Tourism Improvement District (MCTID);

WHEREAS, certain lodging business owners have requested that the City Council of the City of Monterey create the MCTID; and

WHEREAS, a portion of the territory proposed to be included in the MCTID lies within the boundaries of the unincorporated areas of the County of Monterey and the cities of Carmel-by-the-Sea, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, and Soledad (the "Granting County and Cities"), as shown on the map attached hereto as Exhibit A and incorporated herein by such attachment; and

WHEREAS, the area of the unincorporated areas of the County of Monterey and the cities of Carmel-by-the-Sea, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, and Soledad which lies within the boundaries of the proposed MCTID will, in the opinion of the City Council of the City of Monterey, be benefited by the improvements and activities, and the purpose sought to be accomplished by the work can best be accomplished by a single comprehensive scheme of work;

WHEREAS, the City of Monterey determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 ("CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTEREY that:

Section 1: The above recitals are true and correct.

Section 2: Consent of the County of Monterey and the cities of Carmel-by-the-Sea, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Pacific Grove, Salinas, Sand City, Seaside, and Soledad, through their Board of Supervisors and City Councils, is hereby requested to create

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the MCTID, and to grant to the City Council of the City of Monterey jurisdiction for all the purposes in connection with the creation, operation and future renewals of the proposed MCTID.

Section 3: The City Clerk is hereby directed to transmit a certified copy of this Resolution to the clerks of the Granting County and Cities.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF MONTEREY this 20th day of December, 2022, by the following vote:

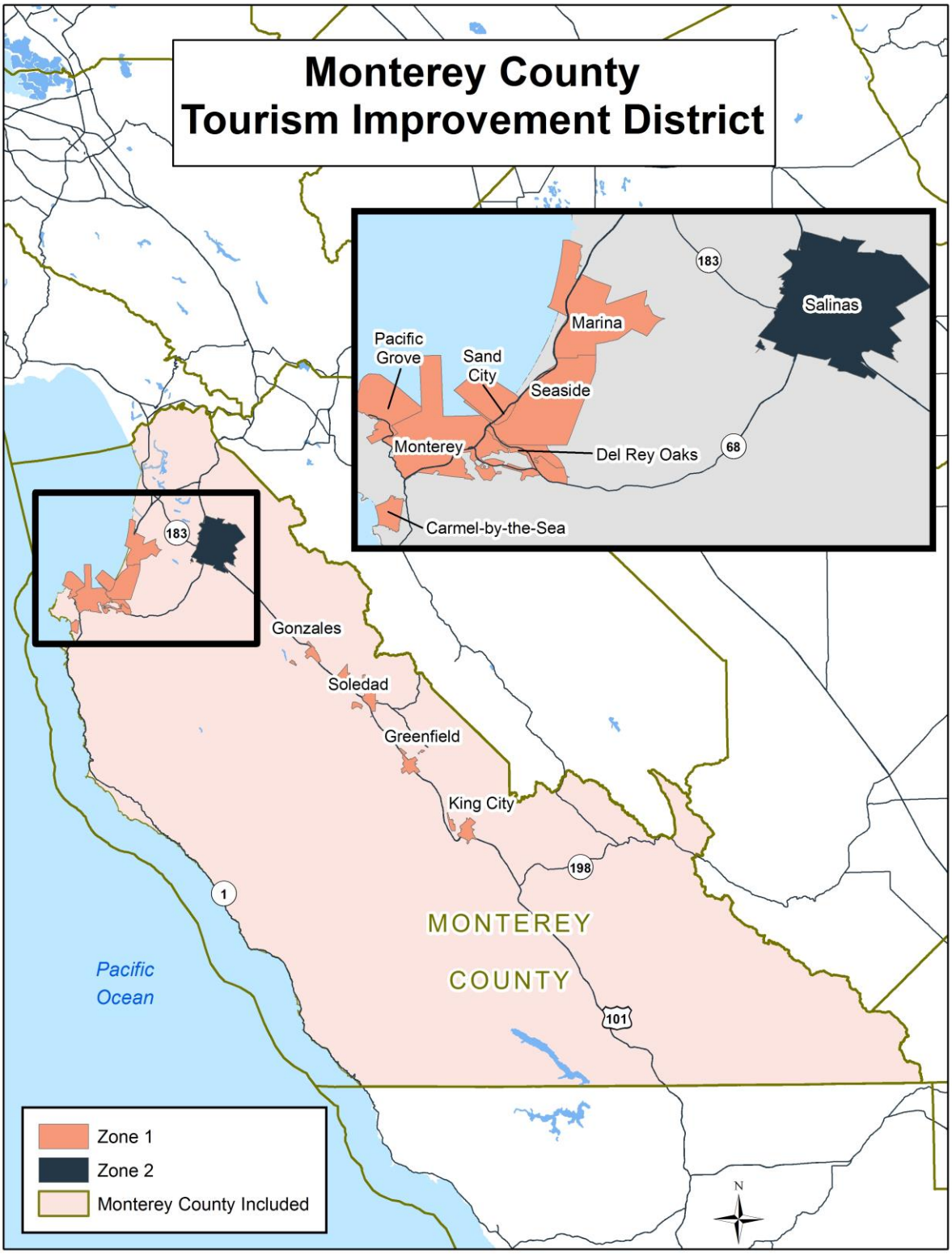
AYES:	5	COUNCILMEMBERS:	Barber, Garcia, Haffa, Smith, Williamson
NOES:	0	COUNCILMEMBERS:	None
ABSENT:	0	COUNCILMEMBERS:	None
ABSTAIN:	0	COUNCILMEMBERS:	None

APPROVED:

ATTEST:

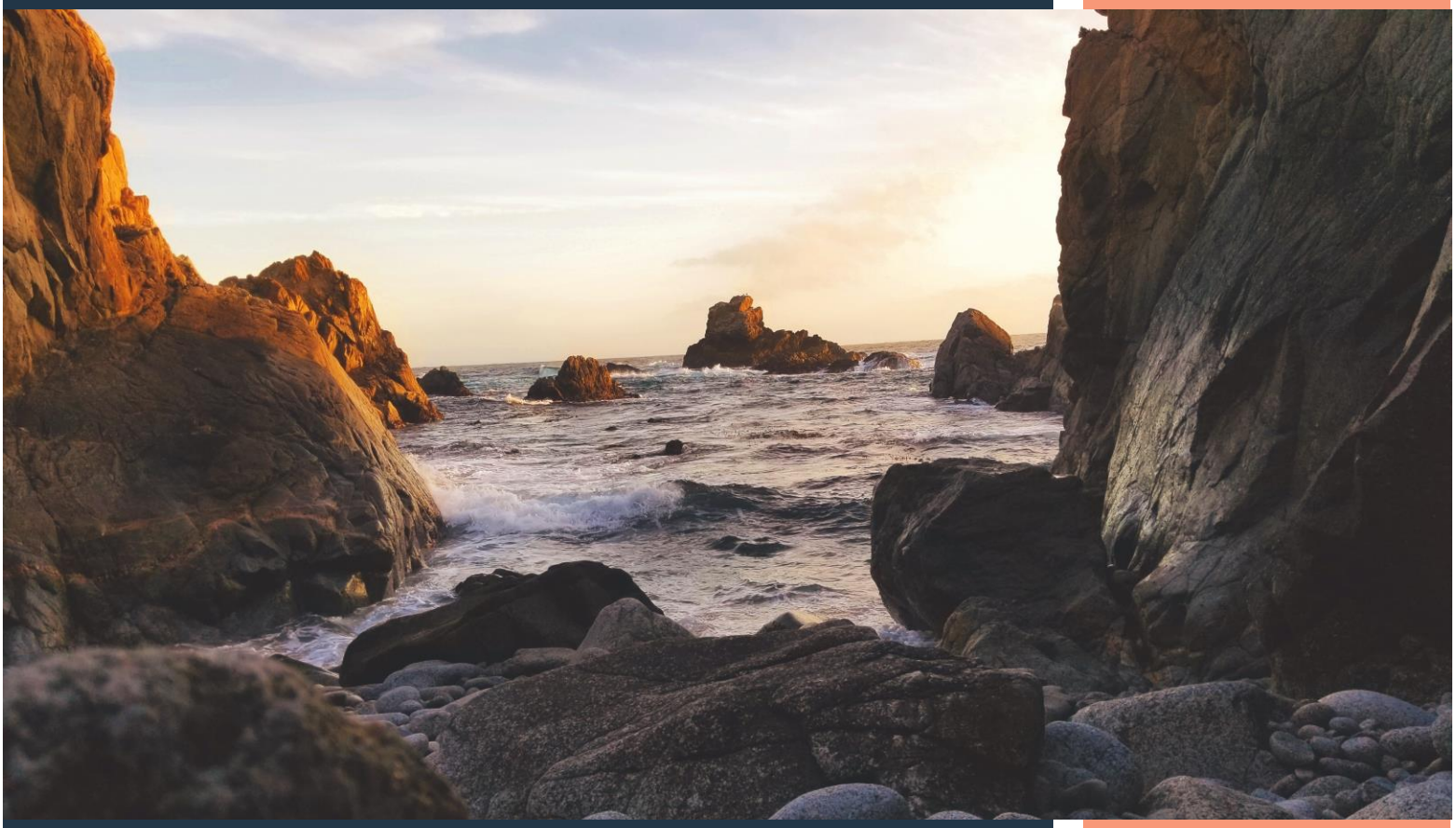
DocuSigned by:
Tyller Williamson
1B38B5C4EE3E4F5...
Mayor of said City

DocuSigned by:
ED8453A4F62C4AA...
City Clerk thereof


Monterey County
Tourism Improvement District
Salinas
183
Marina
Pacific
Grove
Sand
City
Seaside
Monterey
Del Rey Oaks
68
Carmel-by-the-Sea
183
Gonzales
Soledad
Greenfield
King City
198
1
MONTEREY
COUNTY
101
Pacific
Ocean
Zone 1
Zone 2
Monterey County Included
N

2023-2033

Attachment 3



MONTEREY COUNTY TOURISM 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.

November 2, 2022

CONTENTS

I. OVERVIEW 3

II. BACKGROUND 5

III. BOUNDARY 7

IV. ASSESSMENT BUDGET AND SERVICES 9

A. Annual Service Plan 9
B. Annual Assessment Budget 11
C. California Constitutional Compliance 12
D. Assessment 13
E. Penalties and Interest 14
F. Time and Manner for Collecting Assessments 15

V. GOVERNANCE 16

A. Owners' Association 16
B. Brown Act and California Public Records Act Compliance 16
C. Annual Report 16

APPENDIX 1 – LAW 17

APPENDIX 2 – ASSESSED BUSINESSES 28

APPENDIX 3 – BENEFITS BY HOTEL TYPE 35

APPENDIX 4 - TOURISM ECONOMICS STUDY 37

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I. OVERVIEW

Developed by the Monterey County Destination Marketing Organization, Inc. d.b.a. Monterey County Convention and Visitors Bureau (MCCVB), the Monterey County Tourism Improvement District (MCTID) is an assessment district which provides specific benefits to payors by funding group sales and services and marketing communications activities for assessed businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors. The MCTID was initially created in 2006 pursuant to the Parking and Business Improvement Area Law of 1989 and was converted in 2019 pursuant to the Property and Business Improvement District Law of 1994 for a five (5) year term. MCCVB and Monterey County lodging businesses now wish to renew the MCTID for a ten (10) year term. Pursuant to Streets and Highways Code §36620.5, the City of Monterey shall continue to act as the lead jurisdiction for renewing the MCTID. The City of Monterey shall continue to receive MCTID annual reports. Funds raised through the MCTID are meant to supplement the Jurisdiction Partnership investments so as to have a competitive budget and business plan.

Location: The renewed MCTID includes all lodging businesses located within the boundaries of the unincorporated areas of Monterey County and the cities of Carmel-by-the-Sea, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, and Soledad. The MCTID is divided into two (2) benefit zones, as shown on the map in Section IV.

Services: The MCTID is designed to provide specific benefits directly to payors by increasing demand for room night sales. Group business development and marketing communications activities will increase demand for overnight tourism and market Monterey County as a tourist, meeting and event destination, thereby increasing demand for room night sales for assessed businesses.

Budget: The total MCTID annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately $8,856,266. This assessment budget is expected to increase as the assessment rate increases are adopted pursuant to this Plan, but this budget is expected to fluctuate as room sales do.

Cost: The assessment is a fixed amount per occupied room per night. The assessment is based on the business hotel type. Based on the benefit received, assessments shall not be collected on: stays of more than thirty (30) consecutive days; stays at vacation time-share facilities; stays at vacation rentals; stays at RV parks; stays by any Federal or State of California officer or employee when on official business; and stays by any officer or employee of a foreign government who is exempt by reason of express provision of Federal law or international treaty. Initial assessment rates are:

Hotel Type	Zone 1	Zone 2
Luxury	$7.00	$7.50
Non-Luxury Full Service	$4.50	$5.00
Limited Service	$1.50	$2.00

Based on the provision of additional services and additional benefit to the lodging businesses, the assessment rate shall automatically increase biennially beginning in FY

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2025-26, unless the MCCVB Board's TID Committee votes not to implement the automatic increase based upon circumstances that they deem significant. If the MCCVB Board's TID Committee elects to cancel the automatic increase for that year, the MCCVB Board's TID Committee may implement a cumulative increase at the next regularly scheduled rate increase.

Collection: The cities and County shall be responsible for collecting the assessment on a monthly, bi-monthly or quarterly basis (including any delinquencies, penalties and interest) from each lodging business located in the boundaries of the MCTID. The cities and County shall make all reasonable efforts to collect the assessments from each lodging business.

Duration: The renewed MCTID shall have a ten (10) year life, beginning July 1, 2023, or as soon as possible thereafter, and end ten (10) years from its start date. Once per year, beginning on the anniversary of MCTID 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 Monterey City Council hearing on MCTID termination.

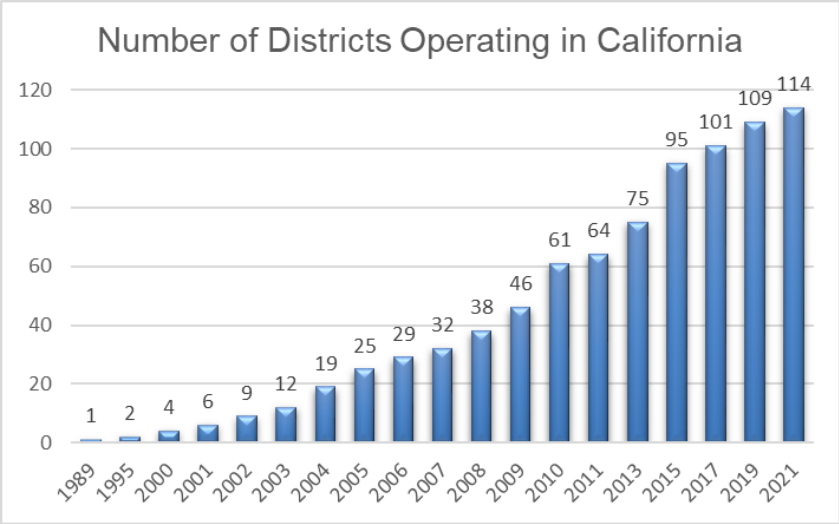
Management: The MCCVB Monterey County Destination Marketing Organization, Inc. d.b.a. Monterey County Convention and Visitors Bureau (MCCVB) shall continue to serve as the Owners' Association for the MCTID. The MCCVB Board's TID Committee shall continue to have full decision-making authority over the expenditure of MCTID funds as defined in Section V. The Owners' Association is charged with managing funds and implementing activities in accordance with this Plan and must provide annual reports to the Monterey City Council.

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II. BACKGROUND

A. Tourism Improvement District Overview

TIDs are an evolution of the traditional Business Improvement District. The first TID was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model – Massachusetts, Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TID laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TID. And, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TIDs without a state law.



California's TIDs collectively raise over $300 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Monterey County lodging businesses continue to invest in stable, lodging-specific marketing programs.

TIDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TIDs allow lodging business owners to organize their efforts to increase demand for room night sales. Lodging business owners within the TID pay an assessment and those funds are used to provide services that increase demand for room night sales.

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

B. Tourism Improvement District Benefits

There are many benefits to TIDs:

- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

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C. MCTID History and Partnerships with Jurisdictions

The history of the Monterey County Tourism Improvement District (MCTID) is one of partnership. The MCTID was first established in 2006 because the region's hospitality industry recognized that TIDs create a reliable funding source for destination marketing.

Municipalities and the County of Monterey have historically demonstrated a commitment to fund tourism promotion. The renewed and expanded MCTID has been developed with this partnership in mind. The continued partnership is critical to the MCTID's success, as the funds raised through both the TID, the municipalities and the County of Monterey will allow a competitive budget and business plan for the region's destination marketing.

D. Looking Ahead

Market share, revenue, improved community connectivity

Focus	Currently	Investment in a Better Future
Sphere of Marketing Reach	Primarily Regional paid media advertiser	National Brand with paid media reach into Midwest, East Coast – high value travelers
Meetings & Conferences	Five-person sales team; primarily focused on regional meetings; limited booking incentive	Expand sales team; increase sales activities; aggressive booking incentive; intensify focus on corporate, incentive and Tour & Travel
Event Attraction & Promotion	No proactive event attraction effort; promotion limited to social and PR (no paid media)	Dedicated program to attract *advantageous* events; paid media support for select events
Transportation Development	Tactical and reactive; lacking a well-supported MCCVB/ Community strategy	Annual dedicated budget; strategically proactive
International Marketing	One sales executive, limited co-op (VCA, Brand USA) marketing	Multi-country sales representation, significant increase in direct sales and marketing
Luxury Initiative	Direct sales through involvement with Virtuoso, ILTM, VCA; limited marketing	Significant expansion (2-3X) of both sales and marketing programs
Sustainable/Responsible Travel	Consistent messaging through unpaid (social & PR), limited paid media; implementation of See Monterey app	On-going paid media campaign; support shuttle programs/promotion; in-market collateral/signage;

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III. BOUNDARY

The renewed MCTID shall include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the unincorporated areas of Monterey County and the cities of Carmel-by-the-Sea, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, and Soledad.

Lodging business means: any building, portion of any building, or group of buildings in which there are guest rooms or suites, including housekeeping units for transient guests, where lodging with or without meals is provided. Notwithstanding the previous sentence, lodging business does not include:

- Vacation time-share facilities;
- Vacation rentals, defined as a single family home, townhome, or condominium that is available for rent; and
- Recreational vehicle (RV) parks.

There are three types of lodging businesses in the MCTID: luxury, non-luxury full service, and limited service.

- Luxury lodging business means: a lodging business with an average daily rate of $500 or more, based on the previous year's performance, with premium services and the highest quality ratings. Lodging businesses whose average daily rate increases to $500 or more will be assessed upon determination of the increase; likewise, lodging businesses whose average daily rate decreases to below $500 will not be assessed as a luxury lodging business upon determination of the decrease. Average daily rate figures shall be updated annually. Luxury lodging businesses may have restaurants, meeting spaces, exercise rooms, or spas, and have characteristics of five (5) star hotels. The luxury lodging business type includes properties classified as all-inclusive, boutique, and destination resorts by Smith Travel Research.

- Non-luxury full service lodging business means: a lodging business with a wide variety of onsite amenities, such as restaurants, meeting spaces, exercise rooms, or spas. non-luxury full service lodging businesses are often in the upscale or upper upscale class as defined by Smith Travel Research.

- Limited service lodging business means: a lodging business that offers limited facilities and amenities, typically without a full-service restaurant. Limited service lodging businesses are often in the economy, midscale, or upper midscale class as defined by Smith Travel Research.

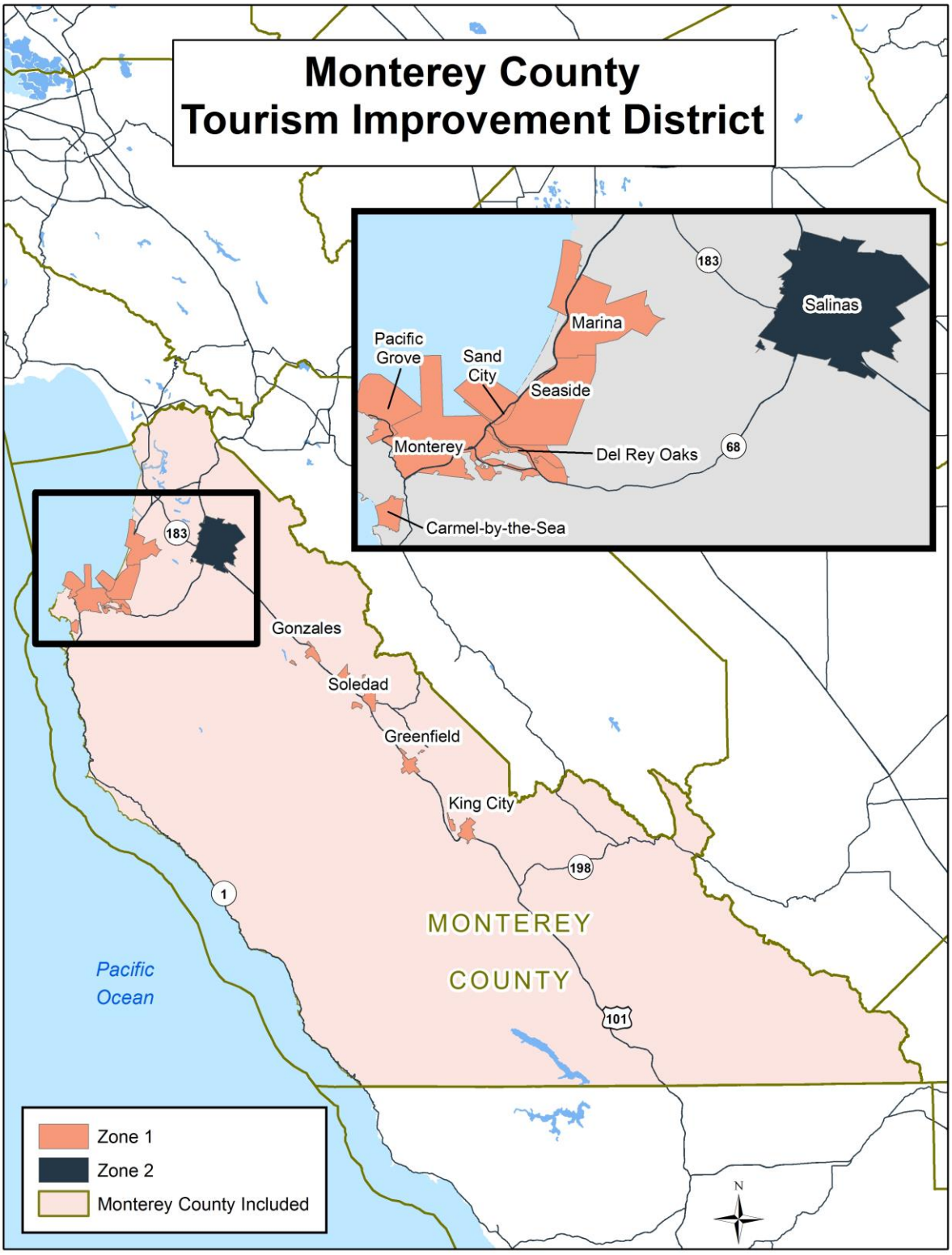
A complete listing of lodging businesses within the proposed MCTID can be found in Appendix 2.

The proposed MCTID is divided into two (2) benefit zones, based on the special benefits and privileges granted to lodging businesses in each zone. The boundaries of each zone are shown in the map on the following page. A description of the boundaries of each zone is provided below:

Zone 1: Includes the unincorporated area of Monterey County and the cities of Carmel-by-the-Sea, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Sand City, Seaside, and Soledad.

Zone 2: Includes the City of Salinas. The boundaries of Zone 2 shall be the boundaries of the City of Salinas as may be amended from time to time.

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Monterey County
Tourism Improvement District
Salinas
Marina
Pacific Grove
Sand City
Seaside
Monterey
Del Rey Oaks
Carmel-by-the-Sea
183
68
Gonzales
Soledad
Greenfield
King City
198
1
101
MONTEREY
COUNTY
Pacific Ocean
Zone 1
Zone 2
Monterey County Included
N

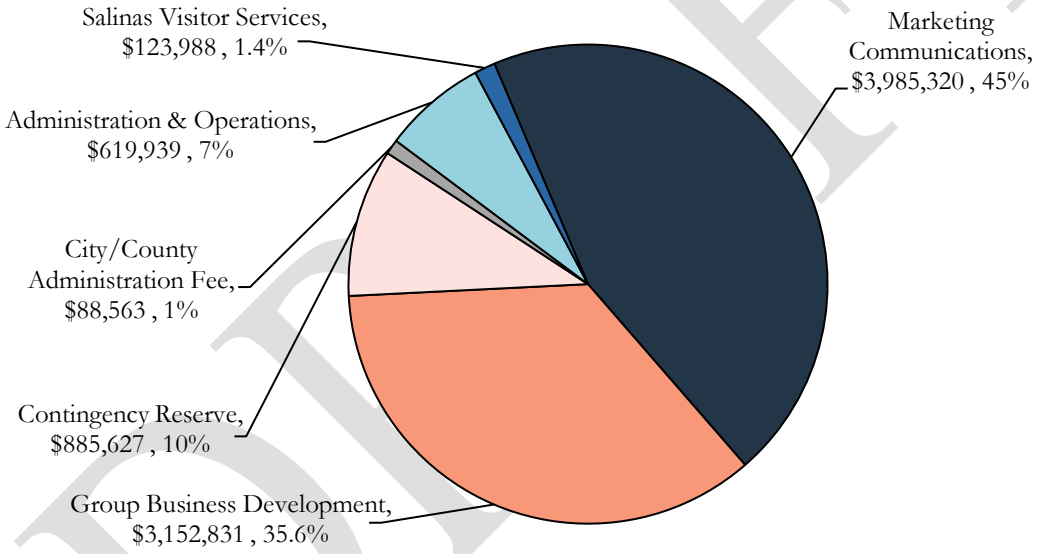
IV. ASSESSMENT BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds shall 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 Monterey of conferring the benefits or granting the privileges. The privileges and services provided with the MCTID funds are group business development and marketing communications activities available only to assessed lodging businesses. The assessment rate for each hotel type will be commensurate with privileges and services provided to assessed businesses in each hotel type as detailed in Appendix 4.

A service plan assessment budget has been developed to deliver services that benefit the assessed businesses. A detailed annual assessment budget shall be developed and approved by MCCVB. The table below illustrates the initial annual assessment budget allocations. The total initial assessment budget is $8,856,266.

Initial Annual Assessment Budget - $8,856,266



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the assessment budget shall remain the same. However, with the exception of the Zone 2 assessment budget category of Salinas Visitor Services, the MCCVB TID Committee shall have the authority to adjust assessment budget allocations between the categories by no more than fifteen percent (15%) of the total assessment budget per year. Any changes to the assessment budget category allocations shall be included in the annual report to the City of Monterey. 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 MCTID, any and all assessment funds may be used for the costs of defending the MCTID.

Each assessment budget category includes all costs related to providing that service. For example, the marketing communications assessment budget includes the cost of MCCVB staff time dedicated to overseeing and implementing the marketing communications program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the assessment budget. The costs of

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an individual staff member may be allocated to multiple assessment budget categories. The staffing levels necessary to provide the services below shall be determined by the MCCVB on an as-needed basis.

Marketing Communications

The marketing communications program will promote assessed businesses as tourist, meeting, and events destinations. The marketing communications program will have a central theme of promoting Monterey County as a desirable place for overnight visits. The program will have the goal of generating overnight visitation and room sales at assessed businesses, and may include the following activities:

- Programs that develop and distribute content via paid, owned and earned channels to drive overnight visitation and room sales to assessed businesses;
- Partnership marketing initiatives with Monterey Regional Airport for domestic marketing, plus cooperative programs for international marketing to reach farther-out prospective visitors to drive overnight visitation and room sales to assessed businesses;
- Focus on high-priority, high-impact initiatives to drive overnight visitation and room sales to assessed businesses;
- Collaborations with transportation partners to make it easier to get to and around Monterey County to drive ideal overnight visitation and room sales to assessed businesses;
- Drive familiarity and engagement for group audiences through targeted direct marketing and retargeting programs to complement Group Sales' business development focus to drive overnight visitation and room sales to assessed businesses; and
- Expand international marketing to drive overnight visitation and room sales to assessed businesses.

Group Business Development

The group business development program will develop business leads for meetings and events that convert to room nights for assessed businesses. The group business development program will have a central theme of promoting Monterey County as a desirable place for overnight group visits. The program will have the goal of generating overnight visitation and room night sales at assessed businesses, and may include the following activities:

- Group marketing initiatives to ensure target customer destination familiarity to drive overnight visitation and room sales to assessed businesses;
- A business development model ensuring highly qualified leads and efficient use of Owners' Association resources in developing new business opportunities to drive overnight visitation and room sales to assessed businesses;
- Focus on business development platform: engage, action, transaction, participation to drive overnight visitation and room sales to assessed businesses;
- Familiarization trips (FAMs) and site inspections to drive overnight visitation and room sales to assessed businesses;
- Strategic client services designed to make attendee's destination choice easier to drive overnight visitation and room sales to assessed businesses;
- Visitor services programs designed to extend stays at assessed businesses and increase visitor spending;
- Strategic business development services designed to identify, qualify, and pursue new business opportunities that best fit the destination's profile, targeting the ideal opportunities from key deployed markets to drive overnight visitation and room sales to assessed businesses; and
- Tour and travel sales programs to fill shoulder seasons and need periods for the destination to drive overnight visitation and room sales to assessed businesses.

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Salinas Visitor Services
The Salinas Visitor Services portion of the assessment budget shall be utilized for funding visitor services activities for the benefit of generating overnight visitation and room night stays at Zone 2 lodging businesses. The Salinas Visitor Services program will provide visitors with brochures, maps, and information regarding local events. The Salinas Visitor Services assessment budget shall be the amount collected annually from the additional $0.50 assessment in Zone 2.

MCCVB Administration and Operations
The MCCVB administration and operations portion of the assessment budget shall be utilized by the MCCVB for administrative staffing costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees.

City/County Administration Fee
The cities and County may retain a fee equal to one percent (1%) of the amount of the assessment collected, within their respective jurisdictions, to cover their costs of collection and administration.

Contingency/Reserve
The assessment budget includes a contingency line item to account for lower than anticipated collections or higher than anticipated program costs, if any. Up to ten percent (10%) of the assessment budget may be allocated to the contingency/reserve in any given year. 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 TID 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 TID Committee. Contingency/reserve funds may be spent on TID activities or administrative and renewal costs in such proportions as determined by the Committee. The reserve fund may be used for the costs of renewing the TID.

B. Annual Assessment Budget

The assessment is a fixed amount per occupied room per night. The assessment is based on the business hotel type. Based on the provision of additional services and additional benefit to the lodging businesses, the assessment rate shall automatically increase biennially beginning in FY 2025-26 for both Zone 1 and Zone 2, unless the MCCVB Board's TID Committee votes not to implement the automatic increase based upon circumstances that they deem significant. If the MCCVB Board's TID Committee elects to cancel the automatic increase for that year, the MCCVB Board's TID Committee may implement a cumulative increase at the next regularly scheduled rate increase. Because services shall remain constant for the Salinas Visitor Services program (brochures, maps, and information regarding local events for visitors), the additional rate of $0.50 per annum in Zone 2 shall remain static over the life of the district. The biennial assessment increase in both Zone 1 and Zone 2 (notwithstanding the static $0.50 rate in Zone 2), shall be $0.90 per paid occupied room per night for luxury lodging businesses, $0.60 per paid occupied room per night for non-luxury full service lodging businesses, and $0.20 per paid occupied room per night for limited service lodging businesses.

The assessment budget is projected at an initial budget of $8,856,266, increasing biennially for a total of $111,645,780 through 2033. This amount is expected to fluctuate as occupancy rates increase at assessed businesses and when the assessment rate is increased. The following table demonstrates the estimated assessment budget over the life of the district, based on existing lodging businesses, following the rate increase schedule. Any new lodging businesses that commence business within the MCTID during the ten (10) year term shall be assessed using the same methodology listed in Section IV (D).

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Estimated Annual Assessment Budget

Fiscal Year	Marketing Comm.	Group Bus. Devel.	Salinas Visitor Services *(Zone 2 Only)*	Contingency / Reserve	Admin & Operations	City/County Admin Fee	Total
2023-24	$3,985,320	$3,152,831	$123,988	$885,627	$619,939	$88,563	$8,856,266
2024-25	$3,985,320	$3,152,831	$123,988	$885,627	$619,939	$88,563	$8,856,266
2025-26	$4,504,690	$3,563,710	$140,146	$1,001,042	$700,730	$100,104	$10,010,422
2026-27	$4,504,690	$3,563,710	$140,146	$1,001,042	$700,730	$100,104	$10,010,422
2027-28	$5,024,060	$3,974,590	$156,304	$1,116,458	$781,520	$111,646	$11,164,578
2028-29	$5,024,060	$3,974,590	$156,304	$1,116,458	$781,520	$111,646	$11,164,578
2029-30	$5,543,430	$4,385,469	$172,462	$1,231,873	$862,311	$123,187	$12,318,734
2030-31	$5,543,430	$4,385,469	$172,462	$1,231,873	$862,311	$123,187	$12,318,734
2031-32	$6,062,801	$4,796,349	$188,620	$1,347,289	$943,102	$134,729	$13,472,890
2032-33	$6,062,801	$4,796,349	$188,620	$1,347,289	$943,102	$134,729	$13,472,890
Total	$50,240,601	$39,745,898	$1,563,041	$11,164,578	$7,815,205	$1,116,458	$111,645,780

C. California Constitutional Compliance

The MCTID 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 MCTID 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 MCTID, 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 cities and County 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 MCTID. The activities described in this Plan are specifically targeted to increase demand for room night sales for assessed lodging businesses within the boundaries of the MCTID, and are narrowly tailored. MCTID funds shall be used exclusively to provide the specific benefit of increased demand for room night sales directly to the assessees. Assessment funds shall not be used to feature non-assessed lodging businesses in MCTID activities, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed businesses.

The assessment imposed by this MCTID 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 the generation of room night sales. The specific benefit of increased demand for room night sales for assessed lodging businesses shall be provided only to lodging businesses paying the district assessment, with MCTID activities promoting lodging businesses paying the MCTID assessment. The MCTID activities will be designed to generate room night sales at each assessed lodging businesses. Because they are necessary to provide the MCTID activities that specifically benefit the assessed lodging

[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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businesses, the administration and contingency services also provide the specific benefit of increased demand for room night sales to the assessed lodging businesses.

Although the MCTID, 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 MCTID 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

MCTID services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed shall be used to provide the services described herein. Excluding Zone 2 funds managed by the City of Salinas, funds shall be managed by the MCCVB, and reports submitted on an annual basis to the City of Monterey. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from MCTID-funded activities, be featured in advertising campaigns, and benefit from other MCTID-funded services. Non-assessed lodging businesses will not receive these, nor any other, MCTID-funded services and benefits.

The MCTID-funded activities 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 lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-MCTID funds. MCTID 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 room nights for non-assessed businesses.

D. Assessment

The assessment is a fixed amount per occupied room per night. The assessment is based on the business hotel type. Based on the provision of additional services and additional benefit to the lodging businesses, the assessment rate shall automatically increase biennially beginning in FY 2025-26, unless the MCCVB Board's TID Committee votes not to implement the automatic increase based upon circumstances that they deem significant. If the MCCVB Board's TID Committee elects to cancel the automatic increase for that year, the MCCVB Board may implement a cumulative increase at the next regularly scheduled rate increase. Because services shall remain constant for the Salinas Visitor Services program (brochures, maps, and information regarding local events for visitors), the additional rate of $0.50 per annum in Zone 2 shall not be increased over the life of the district. The biennial assessment

[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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increase shall be $0.90 per paid occupied room per night for luxury lodging businesses, $0.60 per paid occupied room per night for non-luxury full service lodging businesses, and $0.20 per paid occupied room per night for limited service lodging businesses. Based on the benefit received, assessments shall not be collected on: stays of more than thirty (30) consecutive days; stays at vacation time-share facilities; stays at vacation rentals; stays at RV parks; stays by any Federal or State of California officer or employee when on official business; and stays by any officer or employee of a foreign government who is exempt by reason of express provision of Federal law or international treaty. The assessment increase schedule is illustrated in the table below.

	Zone 1			Zone 2		
Fiscal Year	**Luxury**	**Non-Luxury Full Service**	**Limited Service**	**Luxury**	**Non-Luxury Full Service**	**Limited Service**
2023-24	$ 7.00	$ 4.50	$ 1.50	$ 7.50	$ 5.00	$ 2.00
2024-25	$ 7.00	$ 4.50	$ 1.50	$ 7.50	$ 5.00	$ 2.00
2025-26	$ 7.90	$ 5.10	$ 1.70	$ 8.40	$ 5.60	$ 2.20
2026-27	$ 7.90	$ 5.10	$ 1.70	$ 8.40	$ 5.60	$ 2.20
2027-28	$ 8.80	$ 5.70	$ 1.90	$ 9.30	$ 6.20	$ 2.40
2028-29	$ 8.80	$ 5.70	$ 1.90	$ 9.30	$ 6.20	$ 2.40
2029-30	$ 9.70	$ 6.30	$ 2.10	$ 10.20	$ 6.80	$ 2.60
2030-31	$ 9.70	$ 6.30	$ 2.10	$ 10.20	$ 6.80	$ 2.60
2031-32	$ 10.60	$ 6.90	$ 2.30	$ 11.10	$ 7.40	$ 2.80
2032-33	$ 10.60	$ 6.90	$ 2.30	$ 11.10	$ 7.40	$ 2.80

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the MCTID assessment is identified separately it shall be disclosed as the "MCTID Assessment." As an alternative, the disclosure may include the amount of the MCTID assessment and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the "Tourism Assessment." The assessment is imposed solely upon, and is the sole obligation of, the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for any purpose, including calculation of transient occupancy taxes.

Bonds shall not be issued.

E. Penalties and Interest

The MCTID shall reimburse the cities and County for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent MCTID assessment are sought to be recovered in the same collection action by the cities or County, the MCTID shall bear its pro rata share of such collection costs. Assessed businesses which are delinquent in paying the assessment shall be responsible for paying:

1. *Original Delinquency:* Any lodging business that fails to remit any assessment imposed within the time required shall pay a penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment or the estimated assessment.
2. *Continued Delinquency:* Any lodging business that fails to remit any delinquent assessment on or before a period of thirty (30) days following the date on which the assessment first became delinquent shall pay a second delinquency penalty of ten percent (10%) of the amount of the

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assessment in addition to the amount of the assessment and the ten percent (10%) penalty first imposed.

3. *Fraud:* If the cities or County determine 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 in paragraphs 1 and 2 of this section.
4. *Interest:* In addition the penalties imposed, any lodging business that fails to remit any assessment imposed shall pay interest at the rate of one percent (1%) per month or fraction thereof on the amount of the assessment, exclusive of penalties, from the date on which the remittance 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.
6. *Audit Deficiency:* If, upon audit by the cities or County, a lodging business is found to be deficient in either its return or its remittances or both, the cities or County shall immediately invoice the lodging business for the amount of the net deficiency plus a penalty of ten percent (10%) of the net deficiency. If the lodging business fails or refuses to pay the deficient amount and applicable penalties within thirty (30) days of the date of the invoice, an additional ten percent (10%) penalty shall be added to the original deficiency. In addition to the penalties imposed, any lodging business that fails to remit payment of billed audit deficiencies within thirty (30) days of the date of the invoice shall pay interest at the rate of one percent (1%) per month or fraction thereof on the amount of the assessment, exclusive of penalties.

F. Time and Manner for Collecting Assessments

The MCTID assessment shall be implemented beginning July 1, 2023, or as soon as possible thereafter, and end ten (10) years from its start date. The cities and County shall be responsible for collecting the assessment on a monthly, bi-monthly or quarterly basis (including any delinquencies, penalties and interest) from each lodging business located in their respective jurisdictions. The cities and County shall make all reasonable efforts to collect the assessments from each lodging business. The cities and County shall forward the assessments collected to the Owners' Association, except for the additional assessments in Zones 2.

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V. GOVERNANCE

A. Owners' Association

The Monterey 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 MCTID as defined in Streets and Highways Code §36612. Monterey County Destination Marketing Organization, Inc. d.b.a. Monterey County Convention and Visitors Bureau (MCCVB) shall continue to serve as the Owners' Association for the MCTID. The MCCVB Board's TID Committee shall continue to have full decision-making authority over the expenditure of MCTID funds. The TID Committee shall be comprised solely of assessed lodging business representatives. The number of seats on the TID Committee from each MCTID jurisdiction shall reflect the proportional assessment revenue derived from each MCTID jurisdiction. Notwithstanding the forgoing, the City of Salinas shall have full decision-making authority over the expenditure of funds raised by the additional $0.50 assessment rate on all lodging business types in Zone 2.

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 MCCVB board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records 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.

C. Annual Report

The MCCVB shall present an annual report at the end of each year of operation to the Monterey 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.

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APPENDIX 1 – LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2022 SUPPLEMENT ***
(ALL 2021 LEGISLATION)

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

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

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

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.

(d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.

(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.

(2) Job creation.

(3) Business attraction.

(4) Business retention.

(5) Economic growth.

(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.

(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.

(h) The act amending this section is intended to provide the Legislature's guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the

incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.
(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

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

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

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. "Activities"

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:
(a) Promotion of public events.
(b) Furnishing of music in any public place.
(c) Promotion of tourism within the district.
(d) Marketing and economic development, including retail retention and recruitment.
(e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
(f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. "Clerk"

"Clerk" means the clerk of the legislative body.

36609.5. "General benefit"

"General benefit" means, for purposes of a property-based district, any benefit that is not a "special benefit" as defined in Section 36615.5.

36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

(a) Parking facilities.
(b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
(c) Trash receptacles and public restrooms.
(d) Lighting and heating facilities.
(e) Decorations.
(f) Parks.
(g) Fountains.
(h) Planting areas.
(i) Closing, opening, widening, or narrowing of existing streets.
(j) Facilities or equipment, or both, to enhance security of persons and property within the district.
(k) Ramps, sidewalks, plazas, and pedestrian malls.
(l) Rehabilitation or removal of existing structures.

36611. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

36612. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.

36614. "Property"

"Property" means real property situated within a district.

36614.5. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

36614.6. "Property-based assessment"

"Property-based assessment" means any assessment made pursuant to this part upon real property.

36614.7. "Property-based district"

"Property-based district" means any district in which a city levies a property-based assessment.

36615. "Property owner"; "Business owner"; "Owner"

"Property owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. "Business owner" means any person recognized by the city as the owner of the business. "Owner" means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. "Special benefit"

"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.

36616. "Tenant"

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

(1) A map showing the boundaries of the district.

(2) Information specifying where the complete management district plan can be obtained.

(3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial

year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her 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.

(l) In a property-based district, the total amount of all special benefits to be conferred upon the properties located within the property-based district.

(m) In a property-based district, the total amount of general benefits, if any.

(n) 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.

(o) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such

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businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a)The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to

be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.
(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.
(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

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

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.
The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.

(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.

(2) During the operation of the district, there shall be a 30-day period each year in which 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.

APPENDIX 2 – ASSESSED BUSINESSES

Business Name	Business Address	City/State/Zip	Type
ABV Presidents Inn MUNRAS MTY	1150 MUNRAS AVE	MONTEREY, CA 93940	Limited
Adams Motel/Boronda Inn	2086 N. Main St.	Salinas, CA 93906	Limited
ADOBE INN	1919 GRAND CANAL BL.#B5	STOCKTON CA 95207	Full
Aloha Motel	235 Kern St.	Salinas, CA 93905	Limited
ANDRIL MOTEL & COTTAGES	569 ASILOMAR BLVD	PACIFIC GROVE, CA 93950-3701	Limited
ARAMARK Sports & Entertainment	800 ASILOMAR BLVD	PACIFIC GROVE, CA 93950-3704	Limited
AUBERGE CARMEL	PO BOX J	CARMEL CA 93921	Luxury
BAYSIDE INN	2055 NORTH FREMONT ST.	MONTEREY, CA 93940	Limited
BEACHCOMBER INN	1996 SUNSET DR	PACIFIC GROVE, CA 93950-3787	Limited
Bernardus Lodge	415 W CARMEL VALLEY RD	Carmel Valley, CA 93924-9417	Luxury
Best 5 Motel/Lakshmi Hotel Group	1010 Fairview Ave.	Salinas, CA 93905	Limited
BEST WESTERN DE ANZA INN	2141 NORTH FREMONT ST	MONTEREY, CA 93940	Limited
Best Western Marina State Beach	3290 DUNES DR	MARINA, CA 93933	Limited
BEST WESTERN MONTEREY INN	825 ABREGO	MONTEREY, CA 93940	Limited
Best Western Salinas Monterey/Western Hotel Corp	175 Kern St.	Salinas, CA 93905	Limited
Best Western Salinas Valley Inn	187 Kern St.	Salinas, CA 93905	Limited
BEST WESTERN INN AND SUITES	4258 CESAR CHAVEZ ST	San Francisco, CA 94131-1815	Limited
BEST WESTERN-PARK CREST	1100 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
BIDE A WEE INN AND COTTAGES	221 ASILOMAR BLVD	PACIFIC GROVE, CA 93950-2093	Limited
Big Sur Campground & Cabins	47000 HIGHWAY 1	BIG SUR, CA 93920-9556	Limited
Big Sur Lodge	47225 HIGHWAY 1	BIG SUR, CA 93920-9542	Full
Big Sur River Inn	46800 HIGHWAY 1	BIG SUR, CA 93920-9693	Full
BLU PACIFIC HOTEL (FORMERLY COMFORT INN-MTY BAY)	2050 NO. FREMONT ST.	MONTEREY, CA 93940	Limited
Blue Sky Lodge	10 FLIGHT RD	Carmel Valley, CA 93924-9617	Limited
BORGS MOTEL	1315 SKYVIEW DR	BURLINGAME, CA 94010-6236	Limited
Budget Inn Motel/BMN LLC	219 John St.	Salinas, CA 93901	Limited
BUTTERFLY GROVE INN	1073 LIGHTHOUSE AVE	PACIFIC GROVE, CA 93950-2357	Limited
Cabana Holiday	8710 Prunedale North Rd	SALINAS, CA 93907-1371	Limited
California Inn Motel	736 N. Main St.	Salinas, CA 93906	Limited
CANDLE BAY INN	2118 NO. FREMONT ST.	MONTEREY, CA 93940	Limited
CANDLELIGHT INN	P.O. Box 101	CARMEL CA 93921	Limited
CANNERY ROW INN	200 FOAM ST.	MONTEREY, CA 93940	Limited
Capitol Motel/Jainika Corporation	2110 N. Main St.	Salinas, CA 93906	Limited
Captain's Inn At Moss Landing	8122 MOSS LANDING RD	Moss Landing, CA 95039-9617	Limited
CARMEL BAY VIEW INN	700 UNIVERSITY AV.#150	SACRAMENTO CA 95825	Limited
CARMEL COTTAGE INN	PO BOX 5805	CARMEL CA 93921	Limited
CARMEL COUNTRY INN	PO BOX 3756	CARMEL CA 93921	Limited
CARMEL FIREPLACE INN INC.	P.O. BOX 5245	CARMEL CA 93921	Limited
CARMEL GARDEN INN	PO BOX 5547	CARMEL CA 93921	Limited
CARMEL GREEN LANTERN INN	PO BOX 1114	CARMEL CA 93921	Limited

CARMEL INN & SUITES	P.O. BOX 1295	CARMEL CA 93921	Limited
CARMEL LODGE	P.O.BOX 4235	CARMEL CA 93921	Limited
Carmel Mission Inn	3665 RIO RD	CARMEL, CA 93923-8609	Full
CARMEL OAKS INN	P.O. BOX 3696	CARMEL CA 93921	Limited
CARMEL RESORT INN	P.O. BOX 2106	MONTEREY CA 93942	Limited
Carmel River Inn	26600 OLIVER RD	CARMEL, CA 93923-9219	Limited
CARMEL TRADEWINDS INN	P. O. BOX 3403	CARMEL CA 93921	Limited
Carmel Valley Lodge	8 FORD RD	Carmel Valley, CA 93924-9511	Limited
Carmel Valley Manor	8545 CARMEL VALLEY RD	CARMEL, CA 93923-9556	Full
Carmel Valley Ranch	1 OLD RANCH RD	CARMEL, CA 93923-8551	Luxury
CARMEL WAYFARER INN	P.O. BOX 1896	CARMEL CA 93921	Limited
CARMEL'S TOWN HOUSE LODGE	P.O. BOX 3574	CARMEL CA 93921	Limited
CARRIAGE HOUSE INN	PO BOX 101	CARMEL CA 93921	Limited
Casa Linda Motel	1109 N. Main St.	Salinas, CA 93906	Limited
CASA MUNRAS HOTEL	700 MUNRAS AVENUE	MONTEREY, CA 93940	Full
Casa Palmero	1518 CYPRESS DR	PEBBLE BEACH, CA 93953	Luxury
CASA VERDE INN	2113 NO. FREMONT ST.	MONTEREY, CA 93940	Limited
CENTRELLA INN	612 CENTRAL AVE	PACIFIC GROVE, CA 93950-2611	Limited
Ciudad Del Rey Motel	50620 MESA VERDE RD	KING CITY, CA 93930	Limited
CLARION HOTEL	1046 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
COACHMAN'S INN	PO BOX 3073	MONTEREY CA 93940	Limited
COLTON INN	707 PACIFIC ST	MONTEREY, CA 93940	Limited
COMFORT INN	140 RESERVATION RD	MARINA, CA 93933-2522	Limited
Comfort Inn & Suites/Shakti LLC	181 Kern St.	Salinas, CA 93905	Limited
Comfort Inn Monterey Airport	1200 OLMSTED RD	MONTEREY, CA 93940	Limited
COMFORT INN-CARMEL BY THE SEA	P.O. BOX 3838	CARMEL CA 93921	Limited
Contenta Inn	20 VIA CONTENTA	Carmel Valley, CA 93924-9501	Limited
Continental Motel	1165 N. Main St.	Salinas, CA 93906	Limited
COUNTRY INN & SUITES	3288 DUNES DR	MARINA, CA 93933	Limited
Country Inn/Meldi Inc	126 John St.	Salinas, CA 93901	Limited
Courtyard Salinas	17225 EL RANCHO WAY	SALINAS, CA 93907-1732	Limited
CVI INVESTORS	PO BOX 3185	CARMEL CA 93921	Limited
CVI INVESTORS	PO BOX 3185	CARMEL CA 93921	Limited
CYPRESS INN	P.O. Box Y	CARMEL CA 93921	Limited
Days Inn	1130 Broadway St	KING CITY, CA 93930	Limited
DAYS INN	1288 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
DAYS INN - SAN CARLOS	850 ABREGO	MONTEREY, CA 93940	Limited
DEER HAVEN INN	750 CROCKER AVE	PACIFIC GROVE, CA 93950-3727	Limited
Deetjen's Big Sur Inn	48865 HIGHWAY 1	BIG SUR, CA 93920-9512	Full
Discovery Inn	1106 Fremont Blvd.	Seaside, CA 93955	Limited
ECONO LODGE (MONTEREY FAIRGROUNDS INN)	2042 NO. FREMONT ST.	MONTEREY, CA 93940	Limited
EconoLodge Bay Breeze Inn	2049 Fremont Blvd	Seaside, CA 93955	Limited
Economy Inn	214 John St.	Salinas, CA 93901	Limited
Economy Inn	1131 Fremont Blvd.	Seaside, CA 93955	Limited

EL CASTELL MOTEL	2102 NORTH FREMONT	MONTEREY, CA 93940	Limited
El Dorado Motel/Café Main Street	1351 N. Main	Salinas, CA 93906	Limited
El Rey Motel	443 W. Market St.	Salinas, CA 93901	Limited
El Sombrero Motel/Ramesh J. Patel	210 Abbott St.	Salinas, CA 93901	Limited
Embassy Suites	1441 Canyon Del Rey Blvd.	Seaside, CA 93955	Full
Esalen Institute	55000 HIGHWAY 1	BIG SUR, CA 93920-9546	Full
Fairview Inn	1060 Fairview Ave.	Salinas, CA 93905	Limited
Fernwood Resort	47200 HIGHWAY 1	BIG SUR, CA 93920-9542	Limited
Fireside Inn	640 Broadway St	KING CITY, CA 93930	Limited
FOREST LODGE	PO BOX 6286	CARMEL CA 93921	Limited
Gateway Lodge	1909 Fremont Blvd. #3128	Seaside, CA 93955	Limited
Glen Oaks Big Sur	47080 HIGHWAY 1	BIG SUR, CA 93920-9556	Limited
Gorda Cabin Rental	7801 HIGHWAY 1	BIG SUR, CA 93920	Limited
GOSBY HOUSE INN	643 LIGHTHOUSE AVE	PACIFIC GROVE, CA 93950-2691	Limited
GREEN GABLES INN	PO BOX 3073	MONTEREY, CA 93942-3080	Limited
H.I. Resort Condominium Assoc, Inc	120 HIGHLAND DR	CARMEL, CA 93923-9607	Full
Hacienda House	505 CORRAL DE TIERRA RD	SALINAS, CA 93908-8950	Limited
HAMPTON INN	17777 Center Court Dr. #725	MARINA, CA 93933	Limited
Hampton Inn & Suites/Salinas Hotel Investors	523 Work St.	Salinas, CA 93901	Limited
HAMPTON INN (formerly LaQuinta)	2401 DEL MONTE AVENUE	MONTEREY, CA 93940	Limited
HHLP SANCTUARY ASSOCIATES	3295 DUNES RD	MARINA, CA 93933-2002	Full
Hidden Valley Inn	102 W CARMEL VALLEY RD	Carmel Valley, CA 93924-9573	Limited
Highlands Inn	140 HIGHLAND DR	CARMEL, CA 93923-9607	Limited
HILTON GARDEN INN	1000 AGUAJITO RD	MONTEREY, CA 93940	Full
HOFSAS HOUSE INC.	P.O. BOX 1195	CARMEL CA 93921	Limited
Holiday Inn Express	1400 Del Monte Blvd.	Seaside, CA 93955	Limited
HOLIDAY INN EXPRESS	443 WAVE STREET	MONTEREY, CA 93940	Limited
Holiday Inn Express & Suites	195 Kern St.	Salinas, CA 93905	Limited
Holiday Inn Express & Suites Marina	189 SEASIDE AVE	MARINA, CA 93933-2505	Limited
Holman Ranch, LLC	60 HOLMAN RD	Carmel Valley, CA 93924-9620	Limited
HOME 2 SUITES	1534 Fremont Blvd Suite D	MARINA, CA 93933	Limited
HORIZON INN	P. O. BOX 1693	CARMEL CA 93921	Limited
HOTEL 1110	1110 DEL MONTE AVENUE	MONTEREY, CA 93940	Limited
HOTEL ABREGO	755 ABREGO ST.	MONTEREY, CA 93940	Full
HOTEL CARMEL	8000 S Arizona Grand Pkwy	PHOENIX AZ 85044	Limited
HOTEL PACIFIC	300 PACIFIC STREET	MONTEREY, CA 93940	Limited
HOWARD JOHNSON	416 RESERVATION RD	MARINA, CA 93933-3320	Limited
Howard Johnson Inn/Ambakari, Inc	131 John St.	Salinas, CA 93901	Limited
HYATT REGENCY MONTEREY	ONE OLD GOLF COURSE RD.	MONTEREY, CA 93940	Full
IHG ARMY POM	Presidio of Monterey	MONTEREY, CA 93940	Full
Inn at King City	4 Broadway Cir.	KING CITY, CA 93930	Limited
Inn At Moss Landing Point	8425 MOSS LANDING RD D	Moss Landing, CA 95039-9679	Limited

Inn At Spanish Bay, Attn: David Hoopingarner	2700 17 MILE DR	PEBBLE BEACH, CA 93953	Luxury
Inn at the Pinnacles	32025 Stonewall Canyon Rd	SOLEDAD, CA 93960	Limited
INN BY THE BAY MONTEREY	936 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
Inns of California	1215 De La Torre	Salinas, CA 93905	Limited
INTERCONTINENTAL – The Clement	750 CANNERY ROW	MONTEREY, CA 93940	Full
JABBERWOCK	598 LAINE ST.	MONTEREY, CA 93940	Limited
Keefers Inn	615 Canal St	KING CITY, CA 93930	Limited
LA PLAYA HOTEL	8000 S Arizona Grand Pkwy	PHOENIX AZ 85044	Luxury
LAGUNA LODGE	430 RESERVATION RD	MARINA, CA 93933-3320	Limited
LAMPLIGHTER INN	PO BOX 6286	CARMEL CA 93921	Limited
Laurel Inn	801 W. Laurel Dr.	Salinas, CA 93906	Limited
Lincoln Green Inn	26200 CARMELO ST	CARMEL, CA 93923-9134	Limited
LOBOS LODGE	P.O. Box L-1	CARMEL CA 93921	Limited
LONE OAK MOTEL	2221 NO. FREMONT ST.	MONTEREY, CA 93940	Limited
Los Laureles Lodge	313 W CARMEL VALLEY RD	Carmel Valley, CA 93924-9415	Full
LOVERS POINT INN	9600 Blue Larkspur Ln Ste 101	MONTEREY, CA 93940-6585	Limited
Lucia Lodge	62400 HIGHWAY 1	BIG SUR, CA 93920-9533	Limited
MARIPOSA INN	1386 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
MARRIOTT SPRINGHILL SUITES	215 10TH ST	MARINA, CA 93933-6004	Limited
MARTINE INN	PO BOX 330	PACIFIC GROVE, CA 93950-0321	Limited
MERRITT HOUSE	386 PACIFIC ST.	MONTEREY, CA 93940	Limited
Mission Ranch	26270 DOLORES ST	CARMEL, CA 93923-9218	Full
Monarch Inn	633 Broadway St.	KING CITY, CA 93930	Limited
MONARCH RESORT	1111 LIGHTHOUSE AVE	PACIFIC GROVE, CA 93950-2312	Limited
MONTE VERDE INN	PO BOX 394	CARMEL CA 93921	Limited
MONTE VERDE INN EAST	P.O.BOX 394	CARMEL CA 93921	Limited
MONTEREY BAY INN	242 CANNERY ROW	MONTEREY, CA 93940	Limited
MONTEREY BAY LODGE	55 CAMINO AGUAJITO	MONTEREY, CA 93940	Limited
MONTEREY FIREPLACE INN	2362 N. Fremont	MONTEREY, CA 93940	Limited
MONTEREY FIRESIDE MOTEL	1131 TENTH ST.	MONTEREY, CA 93940	Limited
MONTEREY HOSTEL	778 HAWTHORNE ST.	MONTEREY, CA 93940	Limited
MONTEREY HOTEL	406 ALVARADO	MONTEREY, CA 93940	Limited
MONTEREY MARRIOTT	350 CALLE PRINCIPAL	MONTEREY, CA 93940	Full
MONTEREY OCEANSIDE INN	2030 DEL MONTE AVENUE	MONTEREY, CA 93940	Limited
MONTEREY PENINSULA INN	1101 LIGHTHOUSE AVE	PACIFIC GROVE, CA 93950-2312	Limited
Monterey Pines Inn	1298 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
MONTEREY PLAZA	400 CANNERY ROW	MONTEREY, CA 93940	Full
MONTEREY SURF INN	1200 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
MONTEREY TIDES HOTEL	2600 SAND DUNES DRIVE	MONTEREY, CA 93940	Full
MOTEL 6	2124 NORTH FREMONT	MONTEREY, CA 93940	Limited
Motel 6 #0639/G6 Hospitality Property LLC	1257 De La Torre	Salinas, CA 93905	Limited
MOTEL 6 #1026	100 RESERVATION RD	MARINA, CA 93933-2517	Limited

Motel 6 #1370/G6 Hospitality Property LLC	140 Kern St.	Salinas, CA 93901	Limited
MOTEL 6 MONTEREY DOWNTOWN	1240 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
Motel 6 Soledad	152 San Felipe Rd	Soledad CA 93960	Limited
Mountain Paradise	17717 CACHAGUA RD	Carmel Valley, CA 93924-9319	Limited
MUNRAS INN	1010 MUNRAS AVE	MONTEREY, CA 93940	Limited
NORMANDY INN	700 UNIVERSITY AV.#150	SACRAMENTO CA 95925	Limited
OCEAN VIEW LODGE	P. O. BOX 1693	CARMEL CA 93921	Limited
OCM LIGHTHOUSE LODGE LLC	1150 LIGHTHOUSE AVE	PACIFIC GROVE, CA 93950-2360	Limited
OLD MARINA INN	3110 DEL MONTE BLVD	MARINA, CA 93933-3049	Limited
OLD MONTEREY INN	500 MARTIN STREET	MONTEREY, CA 93940	Limited
OLD SAINT ANGELA INN	321 CENTRAL AVE	PACIFIC GROVE, CA 93950-2934	Limited
OLYMPIA MOTOR LODGE	PO BOX 51907	PACIFIC GROVE, CA 93950-6907	Limited
Pacific Best Inn	1141 Fremont Blvd.	Seaside, CA 93955	Limited
PACIFIC GARDENS INN	701 ASILOMAR BLVD	PACIFIC GROVE, CA 93950-3701	Limited
PACIFIC GROVE INN	PO BOX 2106	MONTEREY, CA 93942-2215	Limited
PACIFIC GROVE PLAZA	PO BOX 476	PACIFIC GROVE, CA 93950-0476	Limited
PACIFIC INN MONTEREY	2332 NORTH FREMONT ST.	MONTEREY, CA 93940	Limited
PADRE OAKS MOTEL	1278 MUNRAS AVE	MONTEREY, CA 93940	Limited
Pal Rest Easy LLC	196 Infantry RD	Fort Hunter Liggett, CA 93928	Limited
Parkfield Inn	70403 PARKFIELD RD	SAN MIGUEL, CA 93451	Limited
PELICAN INN	2058 NO. FREMONT ST.	MONTEREY, CA 93940	Limited
Pessagno Winery	1645 RIVER RD	SALINAS, CA 93908-8751	Limited
PINE ACRES LODGE	1380 LEAD HILL BLVD 201	ROSEVILLE, CA 95661-2997	Limited
PINE INN	P.O. Box 250	CARMEL CA 93921	Full
PORTOLA HOTEL & SPA	2 PORTOLA PLAZA	MONTEREY, CA 93940	Full
Post Ranch Inn	47900 HIGHWAY 1	BIG SUR, CA 93920-9576	Luxury
Prunedale Motor Lodge	1017 EL CAMINO REAL N	PRUNEDALE, CA 93907-3359	Limited
Prunedale Motor Lodge Cabins	1017 EL CAMINO REAL N	PRUNEDALE, CA 93907-3359	Limited
Quail Lodge And Golf Club	8205 VALLEY GREENS DR	CARMEL, CA 93923-9512	Luxury
Quality Inn	1190 Broadway St.	KING CITY, CA 93930	Limited
QUALITY INN - FAIRGROUNDS	2075 NO. FREMONT ST.	MONTEREY, CA 93940	Limited
QUALITY INN - MUNRAS (Arbor Inn)	1058 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
Quality Inn/Om Namah	144 Kern St	Salinas, CA 93905	Limited
RAMADA INN	323 RESERVATION RD	MARINA, CA 93933-3218	Limited
RAMADA LTD. CARMEL HILL	1182 CASS STREET	MONTEREY, CA 93940	Limited
RED LION INN (FORMERLY BAY PARK HOTEL)	1425 MUNRAS AVENUE	MONTEREY, CA 93940	Full
RED ROOF INN	2227 N FREMONT ST	MONTEREY, CA 93940	Limited
Residence Inn Salinas	17215 EL RANCHO WAY	SALINAS, CA 93907-1732	Limited
Rex Motel/Parshottambhai M Ahir	305 Kern St.	Salinas, CA 93905	Limited
Ripplewood Resort	47047 HIGHWAY 1	BIG SUR, CA 93920	Full
Riverside Campground	47020 HIGHWAY 1	BIG SUR, CA 93920-9556	Limited
RODEWAY INN	2041 FREMONT ST	MONTEREY, CA 93940	Limited
Rodeway Inn (Formerly Knights Inn)	1374 MUNRAS AVENUE	MONTEREY, CA 93940	Limited

ROSEDALE INN	4781 SAN LUCAS WAY	SAN JOSE, CA 95135-2345	Limited
Sai Enterprises DBA Motel 6	3 Broadway Cir.	KING CITY, CA 93930	Limited
Salinas Travel Inn/MJ Nahal Inc	425 Monterey St.	Salinas, CA 93901	Limited
Salinas Valley Motel/Aatray Hotels, Inc/BAPS LLC	2100 N. Main St.	Salinas, CA 93906	Limited
Sand Castle Inn	1011 La Salle Ave.	Seaside, CA 93955	Limited
Sand Dollar Inn (formerly Magic Carpet Inn)	1875 Fremont Blvd	Seaside, CA 93955	Limited
Sandpiper Inn	2408 BAY VIEW AVE	CARMEL, CA 93923-9118	Limited
SEA VIEW INN	35 W.POPLAR AV.	SAN MATEO CA 94402	Limited
SeaLamp Inn	2201 Del Monte Blvd.	Seaside, CA 93955	Limited
Seaside Inn	1986 Del Monte Blvd.	Seaside, CA 93955	Limited
SEVEN GABLES INN	301 N CANON DR STE 302	BEVERLY HILLS, CA 90210-4724	Limited
Silver Saddle	705 Broadway St	KING CITY, CA 93930	Limited
Soledad Motel 8	1013 Front St	Soledad CA 93960	Limited
SPINDRIFT INN	652 CANNERY ROW	MONTEREY, CA 93940	Full
STAGE COACH LODGE	1111 10 ST	MONTEREY, CA 93940	Limited
Steinbeck Lodge/Travelodge/J S Inc	109 John St.	Salinas, CA 93901	Limited
STONEHOUSE INN	5130 COMMERCIAL CIRCLE	CONCORD CA 94520	Limited
Stonepine Estate Resort	150 E CARMEL VALLEY RD	Carmel Valley, CA 93924-9605	Full
SUNSET HOUSE	PO BOX 6286	CARMEL CA 93921	Limited
SUNSET INN	133 ASILOMAR BLVD	PACIFIC GROVE, CA 93950-2094	Limited
SUPER 8 - FREMONT	2120 NO. FREMONT ST.	MONTEREY, CA 93940	Limited
SUPER 8 - MUNRAS	1300 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
Super 8/Ram Hotels LLC	131 Kern St.	Salinas, CA 93906	Limited
Sure Stay Hotel	1893 Fremont Blvd.	Seaside, CA 93955	Limited
SVENDSGAARD'S INN	PO BOX 101	CARMEL CA 93921	Limited
TALLY HO INN	P.O. Box 3726	CARMEL CA 93921	Limited
Tehama Golf Club, LLC	25000 Via Malpaso Canada Woods	CARMEL, CA 93923	Limited
THE BRIARWOOD INN	PO BOX 5245	CARMEL CA 93921	Limited
THE BRIARWOOD INN II	PO BOX 5245	CARMEL CA 93921	Limited
THE COLONIAL TERRACE	P.O. BOX 1375	CARMEL CA 93921	Limited
The Holly Farm	9200 CARMEL VALLEY RD	CARMEL, CA 93923-9574	Limited
THE HOMESTEAD	26270 DOLORES ST.	CARMEL CA 93923	Limited
The Inn at 1252 Monterey	1252 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
The Inn at 1252 Monterey	1262 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
The Lodge At Pebble Beach Attn: David Hoopingarner	1500 CYPRESS DR	PEBBLE BEACH, CA 93953	Luxury
THE SEA BREEZE INN	1100 LIGHTHOUSE AVE	PACIFIC GROVE, CA 93950-2362	Limited
THE STEVENSON MONTEREY	675 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
THE VAGABOND'S HOUSE	PO BOX 2747	CARMEL CA 93921	Limited
Thunderbird Motel	1933 Fremont Blvd. #3128	Seaside, CA 93955	Limited
Tickle Pink Motor Inn	155 HIGHLAND DR	CARMEL, CA 93923-9601	Limited
TRAVELODGE - FAIRGROUNDS	2030 N. FREMONT ST	MONTEREY, CA 93940	Limited

Treebones Resort	71895 HIGHWAY 1	BIG SUR, CA 93920-9573	Limited
Vendange Carmel Inn & Suites	24815 CARPENTER ST	CARMEL, CA 93923	Limited
Ventana Big Sur	48123 HIGHWAY 1	BIG SUR, CA 93920-9538	Luxury
VICTORIAN INN	487 FOAM STREET	MONTEREY, CA 93940	Limited
VILLA FRANCA (FORMERLY EL DORADO INN)	900 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
Vision Quest Safari Bed & Breakfast	400 RIVER RD	SALINAS, CA 93908-9627	Limited
Wagon Wheel Motel	1217 N. Main St.	Salinas, CA 93906	Limited
WAVE STREET INN (PREVIOUSLY OTTER INN)	571 WAVE ST	MONTEREY, CA 93940	Limited
WAYSIDE INN	PO BOX 101	CARMEL CA 93921	Limited
Western Motel/Western Skylodge LLC	6 S. Wood St.	Salinas, CA 93906	Limited
WILKIES INN	1038 LIGHTHOUSE AVE	PACIFIC GROVE, CA 93950-2424	Limited
Willow Lodge	719 S. Main St.	Salinas, CA 93901	Limited
Zen Mtn Center/Tassajar Springs C/O Ccao Controlle	39171 TASSAJARA RD	CARMEL VALLEY, CA 93924-9316	Limited

**List as of October 2022*

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APPENDIX 3 – BENEFITS BY HOTEL TYPE

PROGRAMS / ACTIVITIES	Luxury	Non-Luxury Full Service	Limited Service
General: Inclusion in Sales, Marketing, and Promotional Opportunities*	X	X	X
General: Listing on www.SeeMonterey.com with direct link to hotel page	X	X	X
General: Inclusion on SeeMonterey Online travel planning app	X	X	X
General: Inclusion on SeeMonterey Consumer Brochures	X	X	X
General: Access to SeeMonterey research reports and insights	X	X	X
General: Represented by SeeMonterey at industry conferences & events	X	X	X
Consumer: Opportunity to participate in Consumer Marketing Campaigns	X	X	X
Consumer: Public Relations participation opportunities	X	X	X
Consumer: Familiarization Tour (Press & Influencer) Opportunities	X	X	X
Consumer: Inclusion Opportunity in Social Media Efforts	X	X	X
Consumer: Inclusion Opportunity in Destination Video & Photo Shoots	X	X	X
Consumer: New project & special event opportunities	X	X	X
Travel Trade: Trade Show Opportunities	X	X	X
Travel Trade: Sales Mission Opportunities	X	X	X
Travel Trade: Lead Opportunities	X	X	X
Travel Trade: Familiarization Tour Leads (Press & Travel Trade) Opportunities	X	X	X
Meetings/Group: Brochure Inclusion (Mention)	X	X	X
Meetings/Group: Familiarization Tours	X	X	
Meetings/Group: Tradeshow Participation	X	X	
Meetings/Group: Site Inspections	X	X	
Meetings/Group: Marketing Campaigns	X	X	
Meetings/Group: Brochure Inclusion (Full Page)	X	X	
Inclusion in SeeMonterey destination partnership with Virtuoso Network	X		

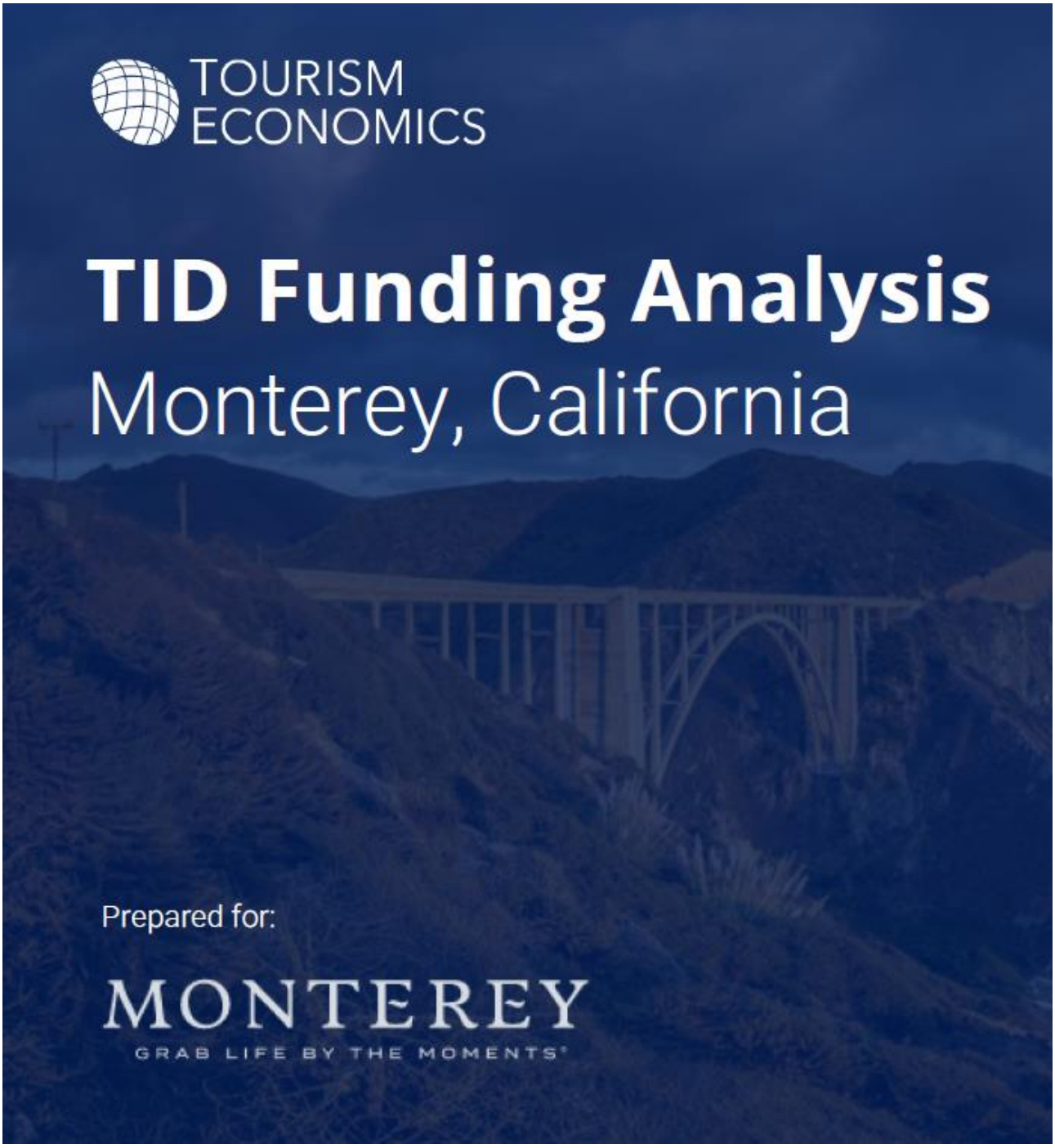
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Representation a luxury travel conferences (e.g. ILTM)	X		
Representation at VCA luxury travel week	X		
Featured in Luxury Advertising Campaign	X		
Featured in Luxury Public Relations Campaign	X		

** Each property that meets the minimum criteria of the client, journalist, or meeting planner will be promoted.*

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APPENDIX 4 - TOURISM ECONOMICS STUDY



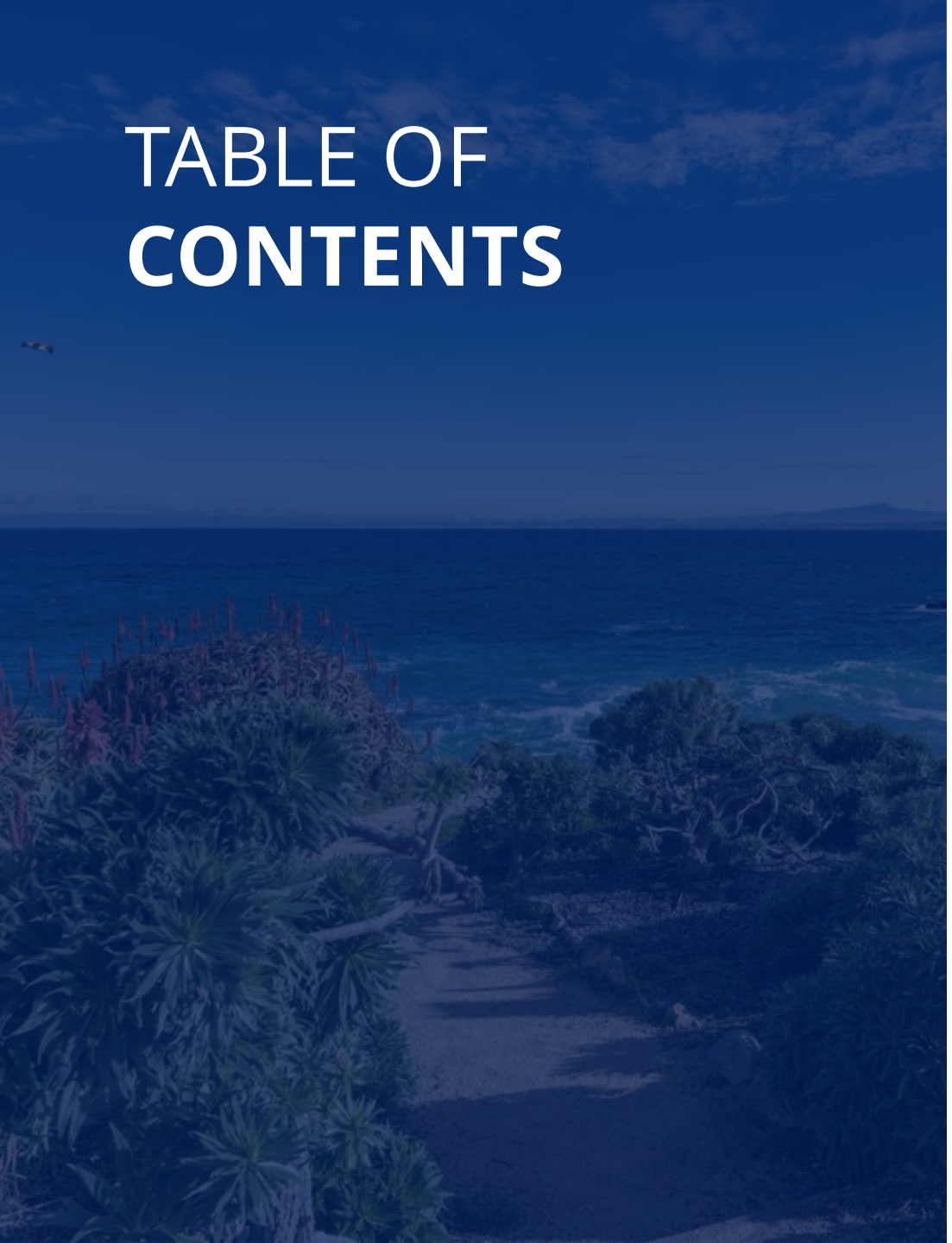


TABLE OF **CONTENTS**

1 Introduction

2 Monterey visitor economy: overview and trends

3 MCCVB performance

4 Growing the visitor economy

5 Competitive funding analysis

6 Impact of TID funding on Monterey's economy

Appendix 1: The impact of TIDs

Appendix 2: The ROI of destination marketing



1 Introduction

Introduction

In 2019, visitors to Monterey County spent a total of $3.2 billion locally and booked 3.1 million rooms. Total visitor spending increased 43% from 2011 to 2019. The revenue generated by the Monterey County Tourism Improvement District (TID) and the work performed by the Monterey County Convention and Visitors Bureau (MCCVB) is a major factor in this accelerated growth.

This report provides a comprehensive overview of the TID and its impact on Monterey's tourism sector and overall economy. It highlights key trends over the past decade and quantifies how TID funding benefits hotels across the county.

Right now, Monterey is experiencing a strong recovery from the pandemic. Continued support and a renewal of the TID will support these trends into the future and ensure that the county's visitor economy reaches its full potential.



Key findings



In 2019, visitors spent $3.2 billion in Monterey County, supporting 40,480 jobs and $2.1 billion in local income (including direct, indirect, and induced impacts).



From 2011 to 2019, spending in Monterey increased 43%, faster than the state and region.



MCCVB's group sales team was increasing its bookings prior to the pandemic and provided an ROI of 14-1.



MCCVB sales and marketing are integral to increasing spending per visitor and driving visitation in the off-season.



Monterey County's TID will generate $2.3 billion in visitor spending over the next decade. Adopting the MCCVB's proposed assessment would generate an additional $2.2 billion, greatly accelerating post-pandemic growth.

2 Monterey Visitor Economy: Overview and Trends

Monterey Visitor Economy: Overview and Trends

Importance of the visitor economy

In 2019*, visitors spent $3.2 billion in Monterey County, supporting 40,480 jobs and $2.1 billion in local income**

Visitors to Monterey County spent $3.2 billion in 2019. Most of this spending accrued to the accommodations and food services sectors.

This spending directly generated (i.e., not including indirect and induced effects) 27,160 jobs, $1.4 billion of income, and $298 million in state and local taxes.

Monterey County represents approximately one-third of the Central Coast region's tourism sector and 2% of the state's tourism sector.

*Much of this report focuses on 2019 (fiscal or calendar year) as a benchmark for a typical year.

Key tourism indictors in Monterey County, 2019

Dollar figures in millions

Total visitor spending	**$3,241**
Accommodations	*$879*
Food Service	*$967*
Food Stores	*$78*
Local Tran. & Gas	*$267*
Arts, Ent. & Rec.	*$394*
Retail Sales	*$520*
Visitor Air Tran.	*$24*
Other	*$112*
Total Earnings**	**$2,161**
Direct earning	*$1,420*
Total jobs**	**40,480**
Direct jobs	*27,160*
Total S&L taxes**	**$398**
Direct S&L taxes	*$298*

Sources: Dean Runyan Associates, Tourism Economics
**totals include indirect and induced impacts calculated by Tourism Economics

Monterey Visitor Economy: Overview and Trends

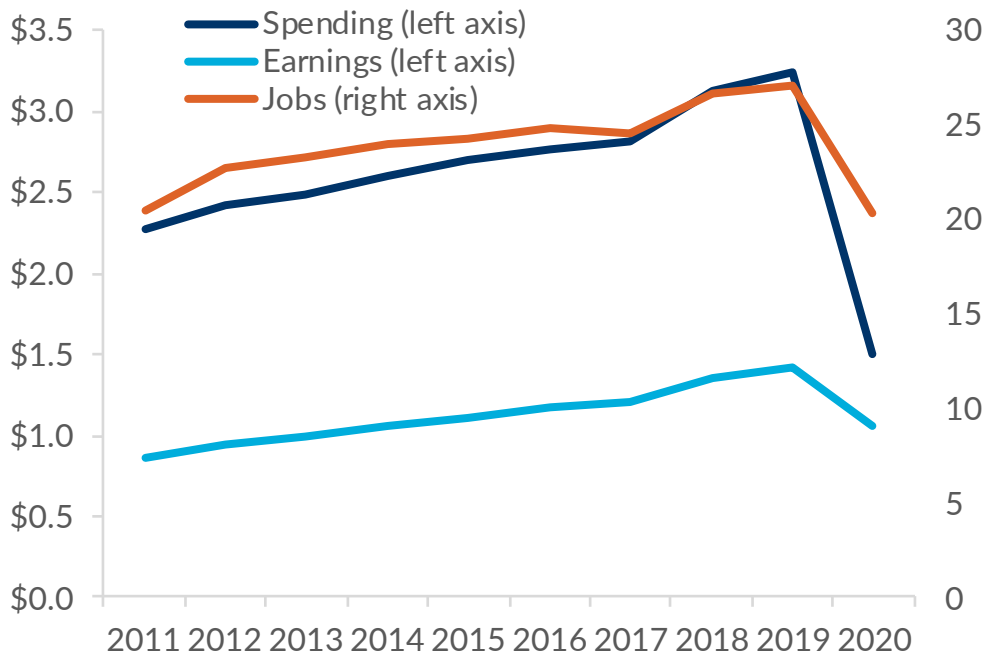
Trends in the visitor economy

Visitor spending increased 43% from 2011 to 2019.

Meanwhile earning and jobs increased 65% and 32%, respectively.

Growth of the visitor economy* in Monterey

Dollar figures in billions



Source Dean Runyan Associates
*earnings and jobs include direct impacts only

Monterey Visitor Economy: Overview and Trends

Hotel sector KPIs

Hotel performance metrics were all strengthening in the years prior to the pandemic.

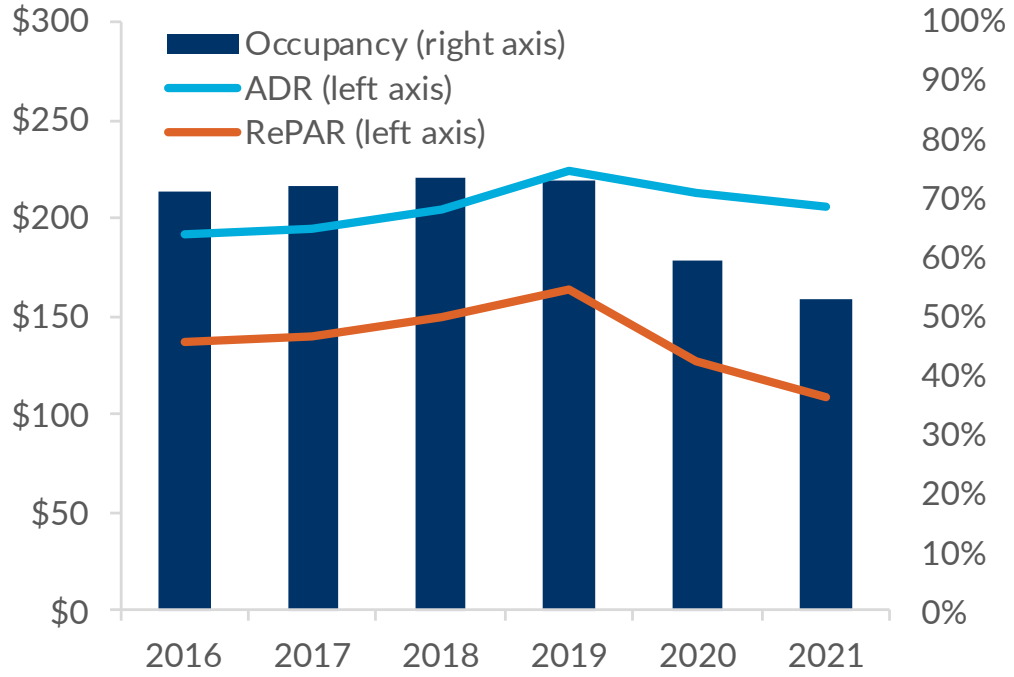
From FY2016-2019, ADR grew from $192 to $224, a 17% increase over three years

RevPAR grew to $164 from $137, a 20% increase.

Hotel occupancy increased to 73% from 71%.

Hotel sector KPIs in Monterey County

Dollars



Source Dean Runyan Associates

Monterey Visitor Economy: Overview and Trends

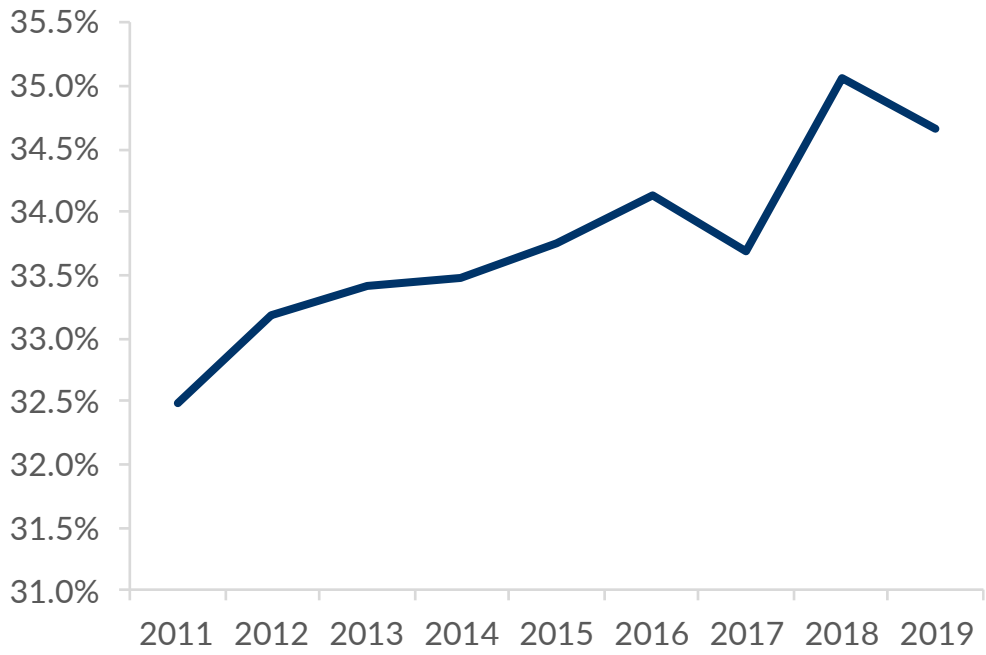
Visitor spending share

Monterey has been capturing an increasing share of the region's tourism market.

In 2019, Monterey County accounted for 34.7% of all spending in the Central Coast region, up from 32.5% in 2011. This increase of 2.2% may seem small; but given that visitors spent $9.4 billion dollars in the region in 2019, the 2.2% increase represents an additional $202 million in visitor spending injected into Monterey's economy.

Monterey share of visitor spending in the Central Coast region

Share of total regional spending



Source: Dean Runyan Associates

* Includes Monterey, San Benito, San Luis Obispo, Santa Barbara, and Ventura Counties

Monterey Visitor Economy: Overview and Trends

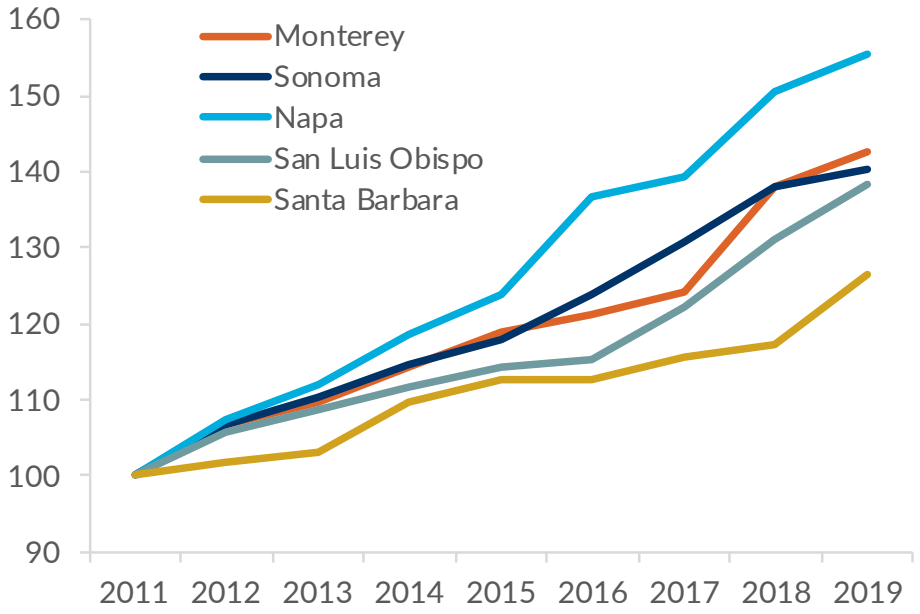
Visitor spending comparisons

Monterey exhibited strong growth compared to other nearby leisure-oriented counties.

Monterey County outpaced three of four nearby leisure-oriented counties from 2011-2019, including Sonoma, San Luis Obispo, and Santa Barbara.

Visitor spending growth in Monterey and local competitors

Index (2011=100)



Source: Dean Runyan Associates

Monterey Visitor Economy: Overview and Trends

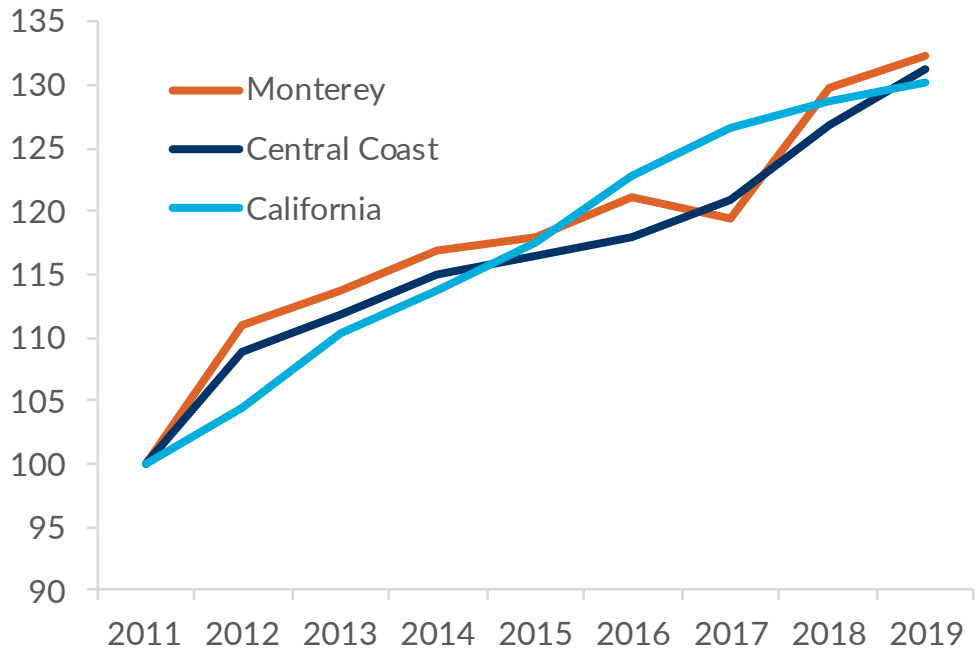
Tourism employment growth comparisons

Direct tourism employment in Monterey has grown at an accelerated rate.

Direct employment in Monterey County reached 27,160 in 2019, up from 20,510 in 2011. This represents an increase of 32% over that time period, which is slightly faster than growth in the state and region.

Direct tourism employment growth in Monterey, the region, and the state

Index (2011=100)



Source: Dean Runyan Associates

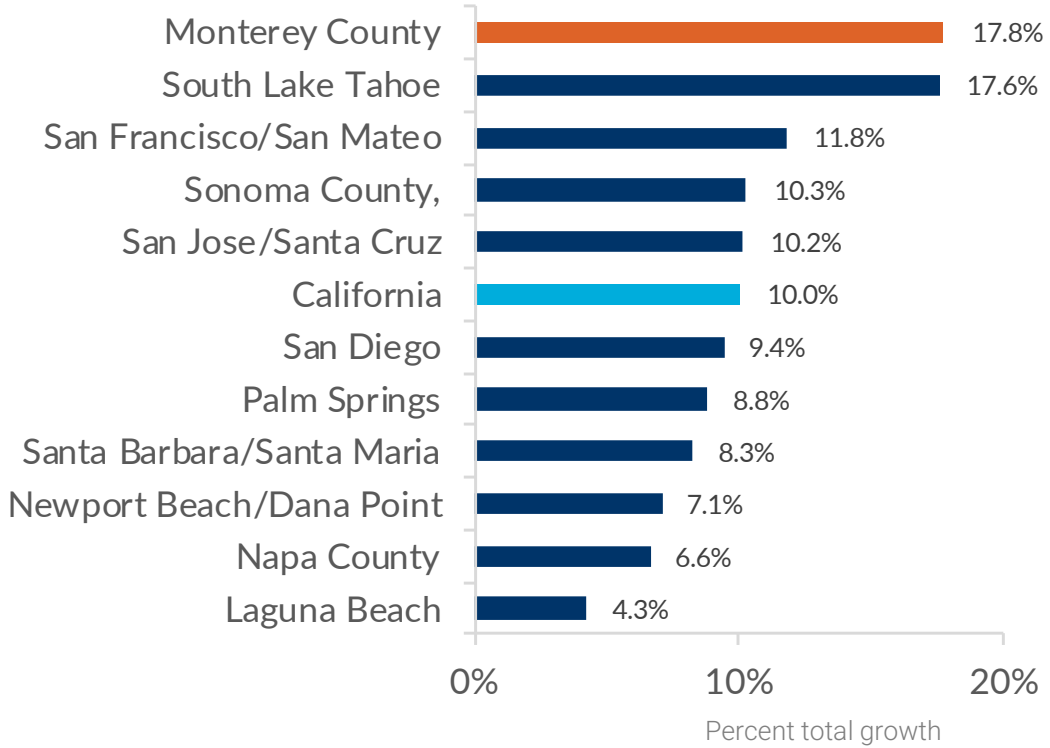
Monterey Visitor Economy: Overview and Trends

Hotel sector growth comparisons

Monterey led its competition in terms of room revenue growth over the three years prior to the pandemic.

Hotel room revenue in Monterey outpaced 10 competing destinations and grew almost 8% faster than the state.

Room revenue growth in Monterey and competitors, FY2017-2019*



Source: STR
*We use a shorter time horizon due to data limitations

Monterey Visitor Economy: Overview and Trends

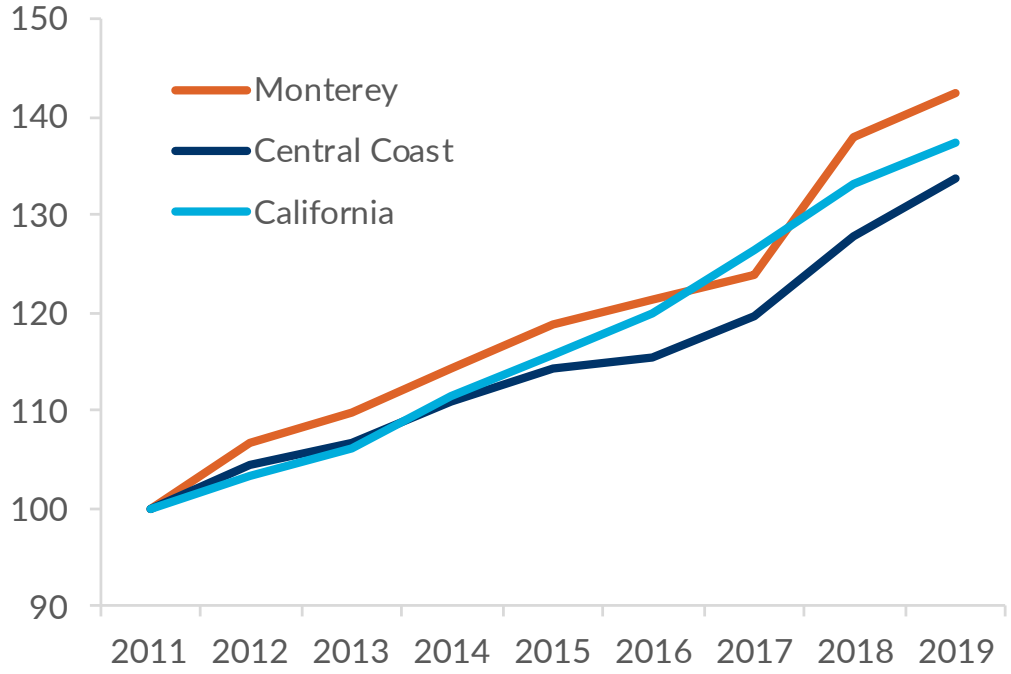
Visitor spending comparisons

Visitor spending increased at a faster rate in Monterey than in the state or region.

While Monterey's strong performance is notable over the entire decade, the county achieved particularly robust growth in the later half of the decade. Between 2015 and 2019, visitor spending in Monterey increased 20%, outpacing both the region (+17%) and the state (+19%).

Visitor spending growth in Monterey, the region, and the state

Index (2011=100)



Source: Dean Runyan Associates

3 MCCVB Performance

MCCVB Performance

Advertising ROI

MCCVB advertising generates a significant ROI in drive and fly markets.

In the first half of FY2022, media campaigns run by the MCCVB generated awareness of Monterey County as a tourism destination in 4.2 million households in both drive and fly markets. These newly aware households made 115,261 trips to Monterey County and spent $136.8 million locally. These ads produced an ROI of 75-to-1.

MCCVB advertising performance by market type, mid-year FY2022

	Drive	Fly	**Total**
Aware households created	2,500,000	1,700,000	**4,200,000**
Influenced trips to Monterey	45,857	69,404	**115,261**
Influenced visitor spending (millions)	$44.0	$92.8	**$136.8**
Ad spending (millions)	$0.7	$1.1	**$1.8**
ROI	62-to-1	84-to-1	**75-to-1**

Source: SMARI

MCCVB Performance

Group sales performance

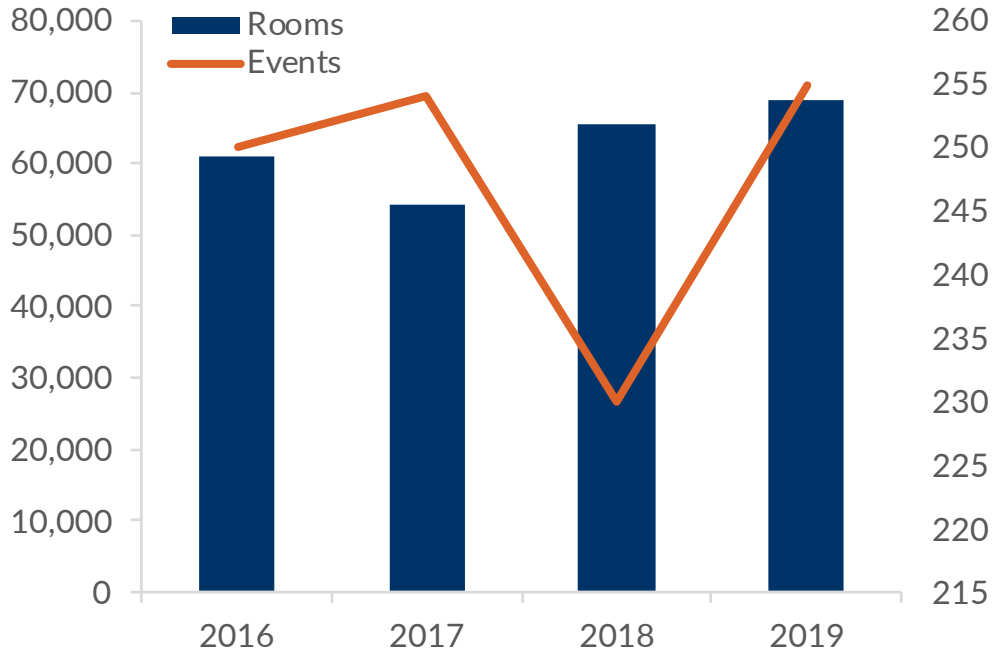
The MCCVB's group sales team was increasing its bookings prior to the pandemic.

The sales teams booked 255 events in FY2019, up from 250 in FY2016. Meanwhile, rooms booked increased to 69,000 from 61,200, a 13% increase over the same time period.

The average size of events also increased in this time period, growing to 271 rooms per event from 245.

MCCVB group sales

Rooms booked



Source: MCCVB

MCCVB Performance

Group sales return on investment

The MCCVB's group sales team generated a substantial ROI in FY2019.

The events booked by the MCCVB sales team resulted in 96,800 total room sales and $44 million in visitor spending. This provided an ROI of 14-to-1 when measured against their $3.1 million budget.

MCCVB group sales performance, FY2019

Total event rooms*	96,800
Spending per room**	$455
Total Spending (millions)	$44.0
Sales and group services expenses (millions)	$3.1
Group sales ROI	14-to-1

Source: MCCVB; Tourism Economics
*This includes bookings in the event room block and an estimation of outside the block bookings from Tourism Economics' and Destination International's Event Impact Calculator.
** Includes spending by the event organizer.

MCCVB Performance

Group sales and seasonality

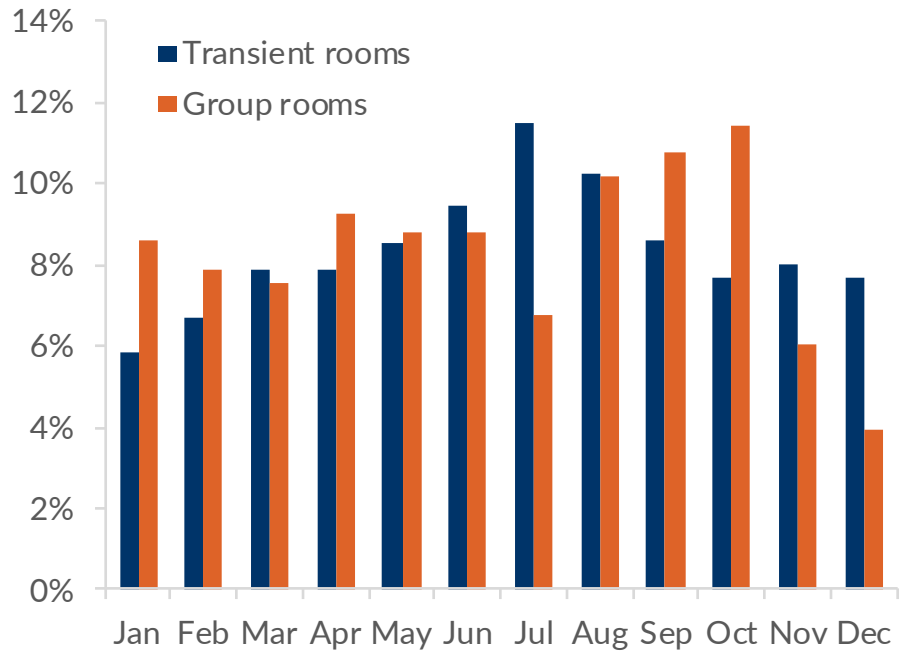
Group sales help fill out the off-peak "shoulder" seasons for the Monterey visitor economy.

While group sales* remain low in November and December, they create a substantial boost in the shoulder months of Jan.-Apr. and Sep.-Oct. when transient (i.e., not group or contract) room bookings are lower.

*As reported by STR, which includes additional rooms beyond what the MCCVB books.

Seasonality of room bookings in Monterey County, 2018

Monthly share of annual rooms



Source: STR



4 Growing the Visitor Economy

Growing the Visitor Economy

Overcoming supply constraints

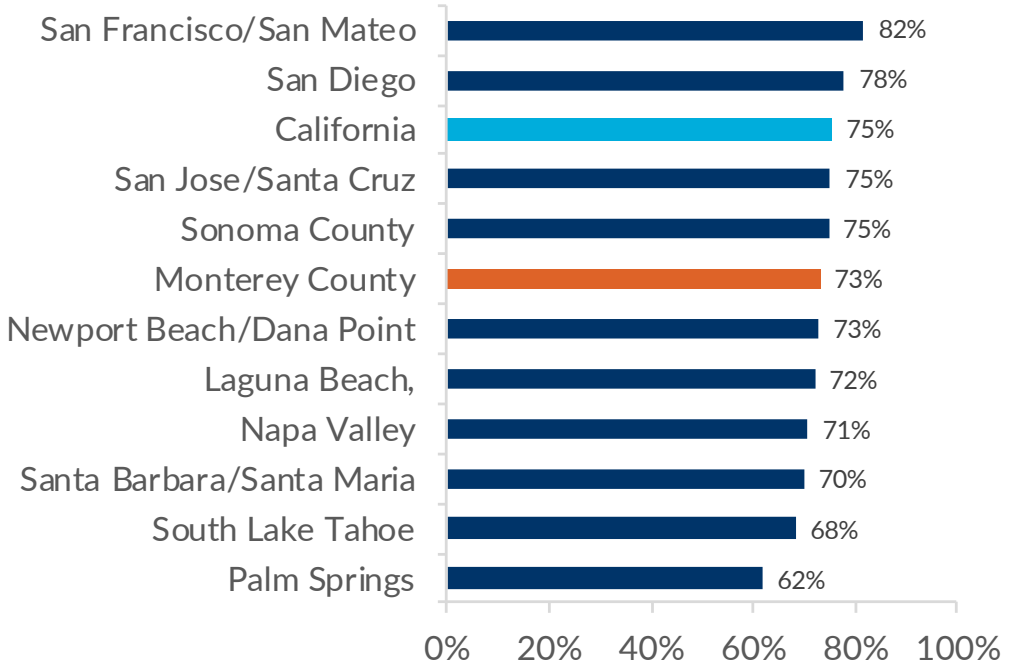
Monterey's pre-pandemic occupancy rate was nearing full capacity.

This section reviews ways to increase the economic impact of tourism given current supply constraints

While a 73% occupancy rate may leave an impression that there are numerous available rooms, this is close to full capacity for a leisure destination. It is rare to see non-urban destinations (cities fill weekdays and 'low' seasons with business travelers) maintain annual occupancy rates above 75%.

Therefore, increasing the economic impact of tourism in Monterey County largely depends on some combination of increasing room inventory, increasing visitor spending per booked room, and filling out the shoulder periods (especially weekdays).

Occupancy rate in Monterey County and competing destinations, FY2019



Source: STR

Growing the Visitor Economy

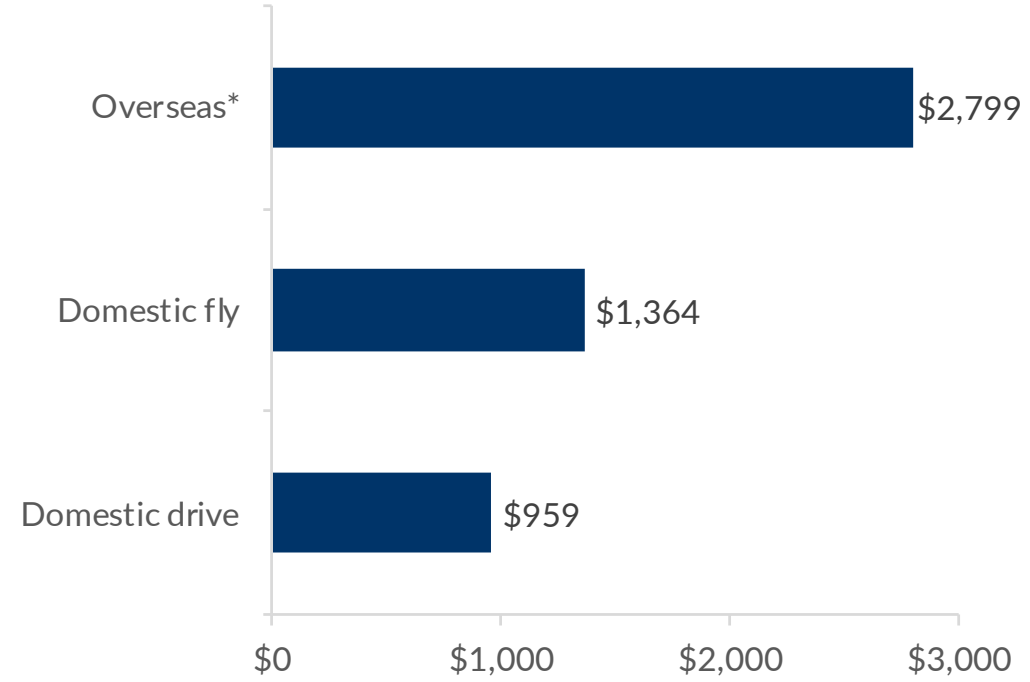
Importance of visitor value

Visitors from greater distances spend significantly more per trip.

To maximize the value of each visitor, the MCCVB can concentrate on the domestic-fly and overseas markets. The domestic-fly market spends 42% more than the drive market, and the overseas* market spends 192% more than the domestic drive market.

*The overseas spending estimate is a statewide average that comes from Tourism Economics' International State Travel database and includes data inputs from a dozen sources including the NTTO, the BEA, and VisaVue Travel. This includes spending in California, but not spending on travel to the US.

Spending per trip by origin market



Sources: SMARI; Tourism Economics
*California figure – calendar year 2020, other figures FY2021

Dollars per trip

Growing the Visitor Economy

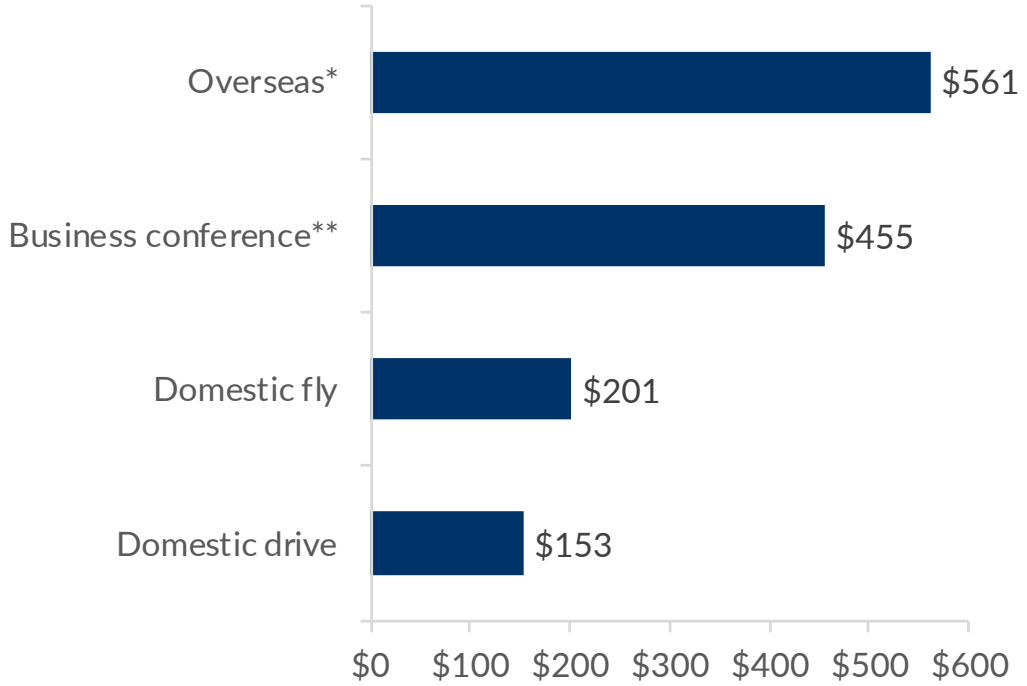
Importance of visitor value

Visitors from greater distances spend significantly more per night.

Compared to the domestic drive market, the domestic fly market spends 31% more per night, the business conference market spends 158% more, and the overseas* market spends 190% more.

*The overseas origin market estimate uses San Jose data, the closest available data point, and comes from Tourism Economics' Global City Travel database. This uses data inputs from a dozen sources including the NTTO, the BEA, and VisaVue Travel. This includes spending in San Jose, but not spending on travel to the US.

Spending per night by origin market



Sources: SMARI; Tourism Economics
*San Jose figure – calendar year 2020, other figures FY2021
** Includes spending by the event organizer.

Dollars per night

Growing the Visitor Economy

Boosting the low season

MCCVB is also well-positioned to increase off-season bookings.

While Monterey's 73% annual occupancy rate is quite high for a non-urban leisure destination, MCCVB can realize the opportunity to increase low-season bookings.

If the six low-season months (average occupancy 64%) matched the occupancy rate of the six high-seasons months (80%), Monterey would see an increase of 354,000 rooms booked—a 10% increase over its current total.

Seasonality and potential new booking in Monterey, 2019

	Rooms booked	Occupancy rate	Potential new bookings*
Jan	214,000	56%	93,000
Feb	215,000	64%	53,000
Mar	253,000	68%	44,000
Apr	277,000	75%	18,000
May	290,000	76%	--
Jun	302,000	82%	--
Jul	319,000	84%	--
Aug	317,000	83%	--
Sep	291,000	79%	--
Oct	295,000	77%	--
Nov	248,000	67%	49,000
Dec	210,000	55%	97,000
Total	3,231,000		354,000

Sources: STR; Tourism Economics
*Potential new room bookings if these months could match the high-season occupancy rate of 80%.

5 Competitive Funding Analysis

Competitive Funding Analysis

TID overview

The Monterey County TID assessment that funds the MCCVB ranges from $1.00 to $2.00.

Full-service hotels are assessed $2.00 and other hotels are assessed $1.00. In FY2019, the TID (tourism improvement district) generated $4.2 million of funding dedicated for tourism promotion through the MCCVB and represented the largest source of funding for tourism promotion in the county.

Monterey hotel sector and TID details by scale, FY2019

	ADR	Room revenue	% of Revenue	Current Avg TID per Room Assumption	Current TID Contribution	Contribution % of Total TID
Luxury	$455	$294,000,000	41%	$2.00	$1,293,000	31%
Upper Upscale	$229	$134,000,000	19%	$1.50	$875,000	21%
Upscale	$180	$48,000,000	7%	$1.25	$333,000	8%
Upper Midscale	$185	$75,000,000	10%	$1.15	$468,000	11%
Midscale	$179	$39,000,000	5%	$1.00	$218,000	5%
Economy	$132	$133,000,000	18%	$1.00	$1,013,000	24%
Total	**$231**	**$724,000,000**	**100%**	**$0.00**	**$4,201,000**	**100%**

Source: MCCVB, STR

Competitive Funding Analysis

TID rate comparison

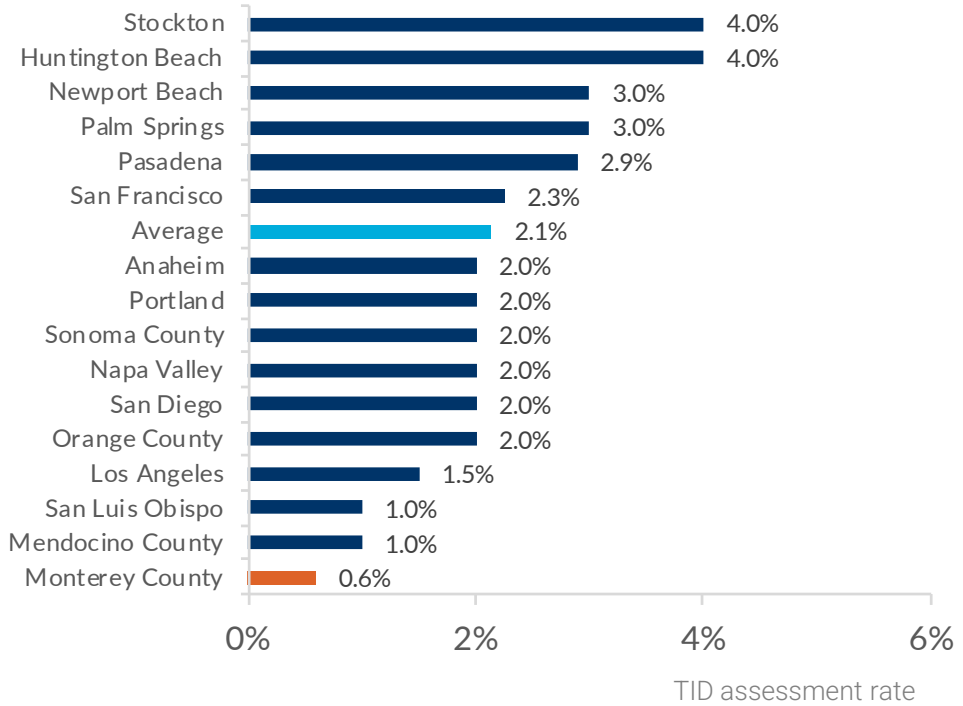
Monterey's TID assessment of 0.6%* is much lower than the competitive set average of 2.1%.

This set includes the MCCVB's competitive set and additional DMOs that disclosed their assessment rate to Destinations International (DI).

Since the assessment is a major source of revenue for the MCCVB (and the majority of other DMOs on this list), this results in a limited tourism promotion budget for Monterey County. Increasing the TID assessment rate could generate additional funding and provide competitive funding for tourism promotion in Monterey County.

*Monterey's per room assessment scheme results in an overall rate of 0.6% of room revenue.

TID assessment rates in Monterey and competitors



Sources: Dean Runyan Associates; Tourism Economics

Competitive Funding Analysis

Competitive funding analysis

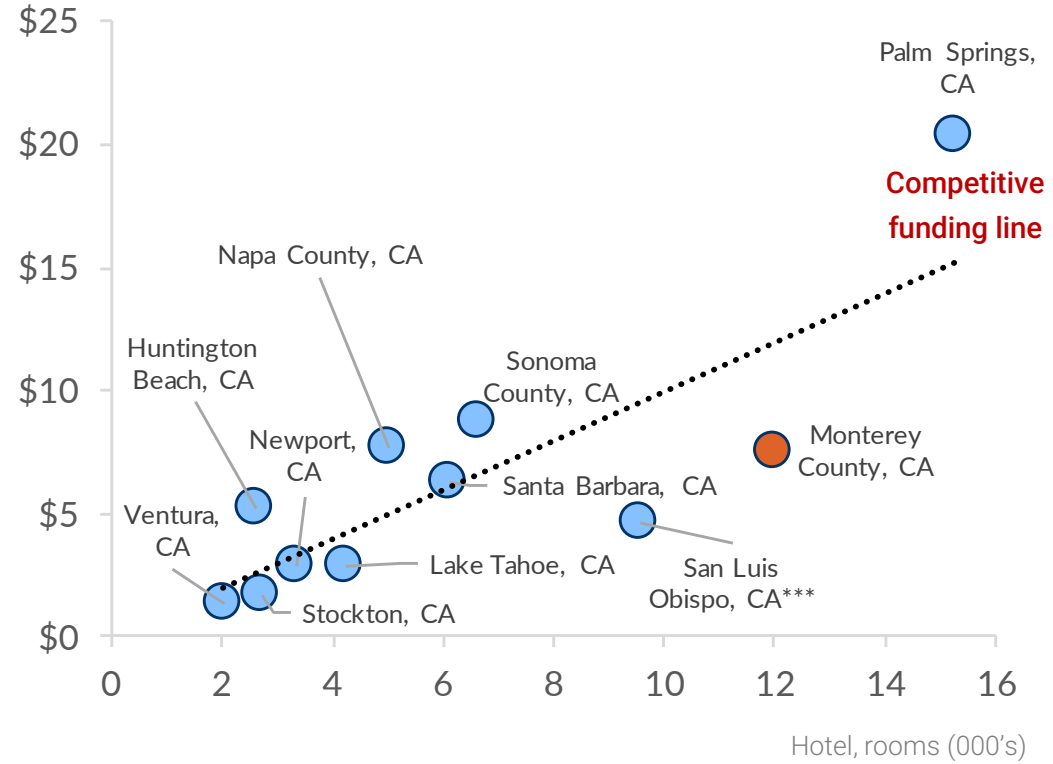
Tourism promotion in Monterey County is underfunded relative to local competitors.

This analysis compares destinations' DMO budgets relative to the size of the local tourism sector (as measured by hotel room inventory). This analysis shows that Monterey County tourism promotion is underfunded compared to the line of best fit (the dotted line).

We chose to conduct a pre-pandemic analysis to provide perspective on a 'normal' level of DMO spending and room inventory, as the pandemic has caused severe swings.

Hotel rooms and DMO revenue in competing destinations, pre-pandemic*

DMO budget, millions



Sources: Tourism Economics, DI, STR

*2018 or 2019 depending on destination's reporting

** San Luis Obispo has greatly increased their DMO's budget recently. The destination will likely spend close to $10m in 2022, up from $4.6m in this analysis.

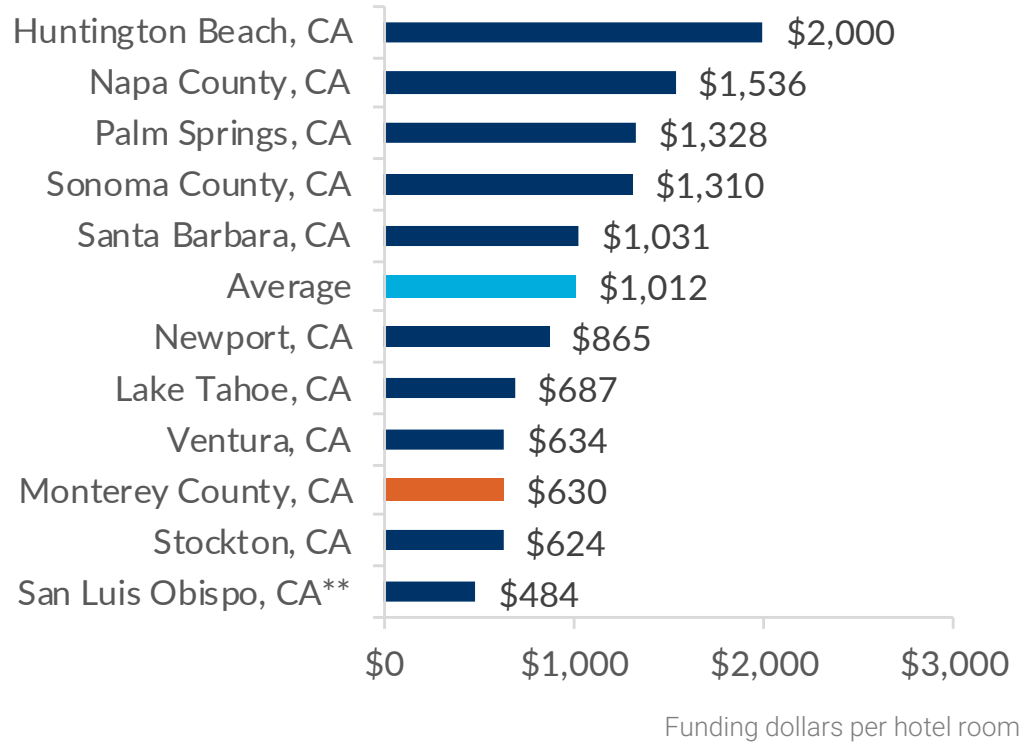
Competitive Funding Analysis

Competitive funding analysis

Monterey County's tourism promotion budget is 38% below the set average.

Examining the same data as the prior slide, we see that Monterey County provides $630 of tourism promotion spending for every hotel room, 38% below the set average.

Tourism promotion funding per room in select destinations, pre-pandemic



Sources: Tourism Economics, DI, STR
*2018 or 2019 depending on destination's reporting
** San Luis Obispo has recently increased their DMO's budget, and their figure may double in 2022.

6 Impact of TID Funding on the Monterey Economy

Impact of TID Funding on the Monterey Economy

Importance of visitor value

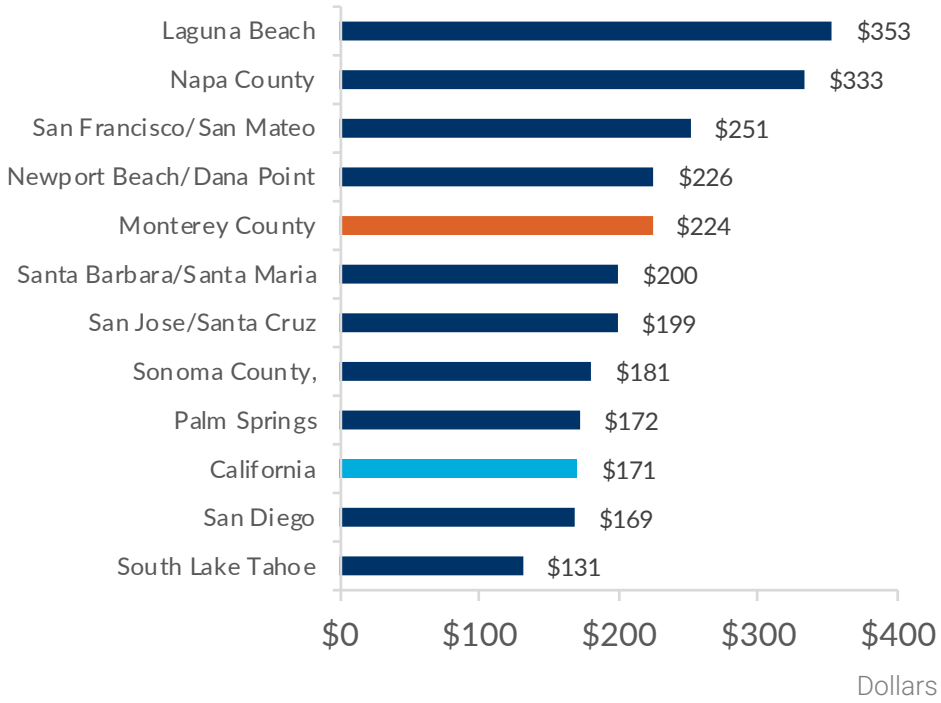
Changing the TID assessment rate would not impact local hotels' price competitiveness.

Increasing or decreasing the TID assessment rate would do little to change Monterey's price competitiveness amongst its main competitors. Economically, elimination of the TID is unlikely to produce any positive benefit on room demand. Tourism Economics modeling on behalf of STR has consistently found hotel room demand to be highly inelastic at the market level. That is, while an individual property may gain or lose share within a market based on price, a market-wide shift in rate has no appreciable impact on room demand.

The impact of the loss of tourism promotion funding would in all likelihood far exceed any possible negative effect of higher room costs. We also note that from FY2016-2019, ADR increased 17% while the occupancy rate grew to 73% from 71%. This indicates that price sensitivity does not seem to be a major factor for visitors.

In sum, eliminating the TID would not impact hotels' price competitiveness but would appreciably undercut Monterey's competitive market position in the absence of concerted destination sales and marketing.

Average room rate in Monterey and competitors, FY2019*



Source: STR
* The US Open boosted room rates in Monterey County FY2019.

Impact of TID Funding on the Monterey Economy

Importance of visitor value

The MCCVB generated an ROI of $47-to-$1.

Based on prior calculations of paid media and group sales ROIs, we estimate that the MCCVB has an organizational ROI of 47-to-1 (i.e., one dollar of MCCVB funding generates $47 of visitor spending).

MCCVB organizational ROI calculations

	Value	Source / calculation
Paid media ROI on visitor spending	75-to-1	*See 'MCCVB Performance' section*
Paid Media expenses share of total DMO budget	56%	*MCCVB*
Group Sales ROI on visitor spending	14-to-1	*See 'MCCVB Performance' section*
Group sales share of total DMO budget	33%	*MCCVB*
Organization ROI on visitor spending	47-to-1	*(75 * 61%) + (14 * 33%)*

Sources: SMARI; MCCVB; Tourism Economics

Impact of TID Funding on the Monterey Economy

Scenario development

Changes in the TID could create an impact of several hundred million dollars.

Here we evaluate the impact of changes to the TID structure via three scenarios. In the Baseline Scenario the TID structure remains the same, in the TID elimination scenario the TID is removed, and in the Alternative TID Scenario the TID structure is changed to a three-tiered flat assessment that begins at $1.50 for limited-service hotels, $4.50 for full-service hotels, and $7.00 for luxury properties with biennial escalators.

We provide additional details on the three scenarios in fiscal year 2025, as this is the first year without a "cool-down" or "ramp-up" effect (i.e. the full effect of a funding increase/decrease will not be felt in the first two years of budget changes as lags exists between assessments being collected, distributed, media spending being increased/decreased, consumers making travel plans, and visitors actually traveling).

In 2025, our Baseline Scenario forecasted MCCVB's revenue is $9.0 million. In the TID Elimination Scenario, the MCCVB receives $4.0 million, a decrease of $5.0 million. We estimate a 47-to-1 ROI on this lost funding spending, which results in $233 million of lost visitor spending.

MCCVB revenue and visitor spending in three scenarios, FY2025

Dollar figures in millions

	TID Elimination Scenario	Baseline Scenario	Alternative Assessment Scenario
TID revenue	$0.0	$5.0	$9.8
Jurisdiction investment	$4.0	$4.0	$4.0
Total MCCVB revenue	**$4.0**	**$9.0**	**$13.8**
Revenue change relative to baseline	-$5.0	--	$4.8
Anticipated ROI revenue change*	47-to-1	--	42-to-1
Change in visitor spending	-$233	--	$204
Total visitor spending	$3,157	$3,391	$3,594

Sources: SMARI; MCCVB; Tourism Economics

In the Alternative Assessment Scenario, the MCCVB receives $13.8 million in revenue, an increase of $4.8 million. To be conservative and account for diminishing marginal returns on new funding, we estimate a 42-to-1 ROI on this new funding, which results in $204 million of gained visitor spending.

Impact of TID Funding on the Monterey Economy

Baseline Scenario forecast

In our Baseline Scenario, visitor spending grows to $3.8 billion in FY2032.**

Monterey County's visitor economy, Baseline Scenario*

Dollar figures in millions

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	'19-'32 Growth
Spending	$3,189	$2,529	$2,197	$2,751	$3,295	$3,342	$3,391	$3,440	$3,525	$3,576	$3,627	$3,680	$3,733	$3,787	17%
Earnings	$1,387	$1,239	$991	$1,179	$1,405	$1,418	$1,431	$1,445	$1,473	$1,487	$1,501	$1,515	$1,529	$1,543	10%
Jobs	26,895	23,765	19,342	24,226	28,431	28,265	28,100	27,936	28,053	27,890	27,727	27,565	27,404	27,244	2%
Local taxes	$168	$130	$114	$143	$172	$175	$178	$182	$186	$190	$193	$196	$200	$204	19%
Sales tax	$72	$58	$50	$63	$75	$76	$77	$78	$80	$81	$82	$83	$83	$84	15%
TOT	$71	$53	$47	$60	$72	$74	$76	$78	$80	$82	$84	$86	$88	$90	23%
State taxes	$142	$109	$96	$115	$143	$147	$153	$156	$159	$162	$164	$166	$169	$171	19%

Monterey County's visitor economy, Baseline Scenario

Index, (FY2019=100)

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Spending	100	79	69	86	103	105	106	108	111	112	114	115	117	119
Earnings	100	89	71	85	101	102	103	104	106	107	108	109	110	111
Jobs	100	88	72	90	106	105	104	104	104	104	103	102	102	101
Local taxes	100	78	68	85	103	105	106	108	111	113	115	117	119	121
Sales tax	100	81	70	87	104	105	106	108	110	111	113	114	115	117
TOT	100	75	66	84	101	104	106	109	112	115	117	120	123	126
State taxes	100	77	68	81	101	104	108	110	113	114	116	118	119	121

Sources: SMARI; MCCVB; Tourism Economics
*Fiscal years
**Based on MCCVB projections of hotel revenue

Impact of TID Funding on the Monterey Economy

TID Elimination scenario

The TID Elimination scenario results in $2.3 billion dollars of lost spending over the next decade.

These spending losses result in losses of $939 million in earnings, $120 million in local taxes, and an average of 1,759 jobs annually.

Monterey County's visitor economy, TID Elimination Scenario

Dollar figures in millions

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total losses
Baseline Scenario visitor spending	$3,189	$2,529	$2,197	$2,751	$3,295	$3,342	$3,391	$3,440	$3,525	$3,576	$3,627	$3,680	$3,733	$3,787	--
Lost TID Scenario visitor spending	--	--	--	--	$3,221	$3,192	$3,157	$3,201	$3,280	$3,325	$3,370	$3,416	$3,463	$3,510	--
Lost spending	--	--	--	--	$73	$150	$233	$239	$245	$251	$257	$263	$270	$277	$2,259
Lost earnings	--	--	--	--	$31	$64	$98	$100	$102	$104	$106	$108	$111	$113	$939
Lost jobs*	--	--	--	--	633	1,270	1,933	1,941	1,949	1,957	1,966	1,974	1,982	1,990	1,759
Lost local taxes	--	--	--	--	$3.8	$7.9	$12.3	$12.6	$12.9	$13.3	$13.7	$14.1	$14.5	$14.9	$120
Sales tax	--	--	--	--	$1.7	$3.5	$5.4	$5.5	$5.6	$5.8	$5.9	$6.0	$6.2	$6.3	$52
TOT	--	--	--	--	$1.6	$3.2	$5.1	$5.3	$5.4	$5.6	$5.8	$6.0	$6.2	$6.4	$51
Lost state taxes	--	--	--	--	$3.2	$6.6	$10.6	$10.8	$11.1	$11.4	$11.6	$11.9	$12.2	$12.5	$102

Source: Tourism Economics
*annual average

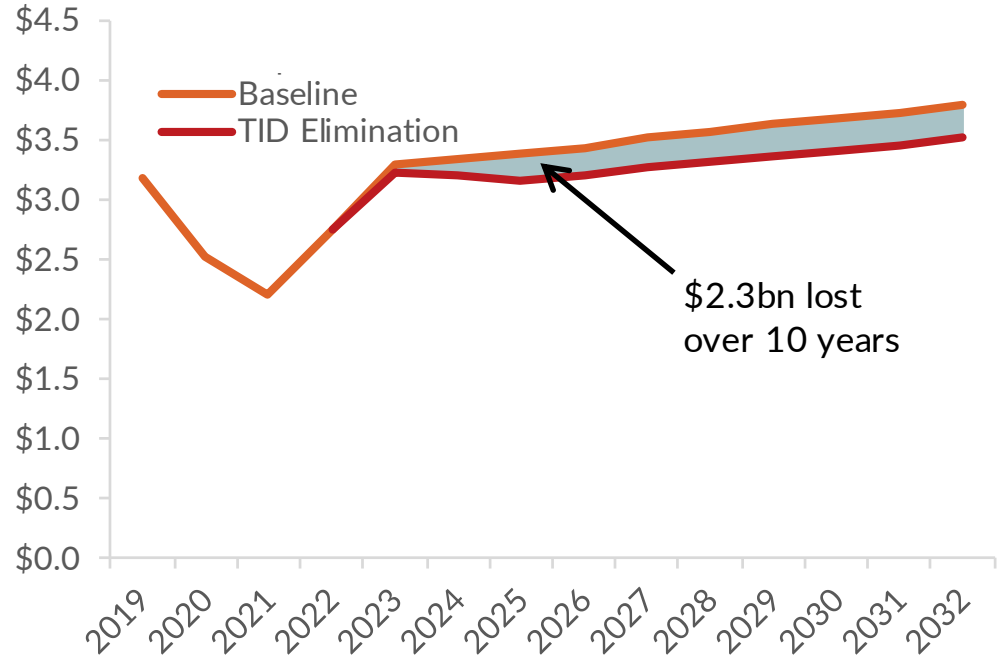
Impact of TID Funding on the Monterey Economy

TID Elimination scenario

The TID elimination scenario results in $2.3 billion dollars of lost spending over the next decade.

Future visitor spending growth in Monterey, two scenarios

Dollars, billions



Source: Tourism Economics

Impact of TID Funding on the Monterey Economy

Alternative Assessment Scenario

The Alternative Assessment Scenario results in $2.2 billion dollars of gained spending over the next decade.

These spending gains result in gains of $920 million in earnings, $118 million in local taxes, and an average of 1,716 jobs annually.

Monterey County's visitor economy, Alternative Assessment Scenario

Dollar figures in millions

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total gains
Baseline Scenario visitor spending	$3,189	$2,529	$2,197	$2,751	$3,295	$3,342	$3,391	$3,440	$3,525	$3,576	$3,627	$3,680	$3,733	$3,787	--
Alternative Assessment Scenario visitor spending	--	--	--	--	$3,349	$3,448	$3,594	$3,638	$3,766	$3,812	$3,906	$3,953	$4,048	$4,096	--
Gained spending	--	--	--	--	$55	$106	$204	$199	$242	$236	$279	$273	$316	$310	$2,218
Gained earnings	--	--	--	--	$23	$45	$86	$83	$101	$98	$115	$112	$129	$126	$920
Gained jobs*	--	--	--	--	471	896	1,688	1,613	1,923	1,842	2,132	2,047	2,317	2,228	1,716
Gained local taxes	--	--	--	--	$2.9	$5.6	$10.7	$10.5	$12.8	$12.5	$14.8	$14.6	$16.9	$16.7	$118
Sales tax	--	--	--	--	$1.7	$3.5	$5.4	$5.5	$5.6	$5.8	$5.9	$6.0	$6.2	$6.3	$52
TOT	--	--	--	--	$1.6	$3.2	$5.1	$5.3	$5.4	$5.6	$5.8	$6.0	$6.2	$6.4	$51
Gained state taxes	--	--	--	--	$2.4	$4.7	$9.2	$9.0	$10.9	$10.7	$12.6	$12.4	$14.3	$14.0	$100

Source: Tourism Economics
*annual average

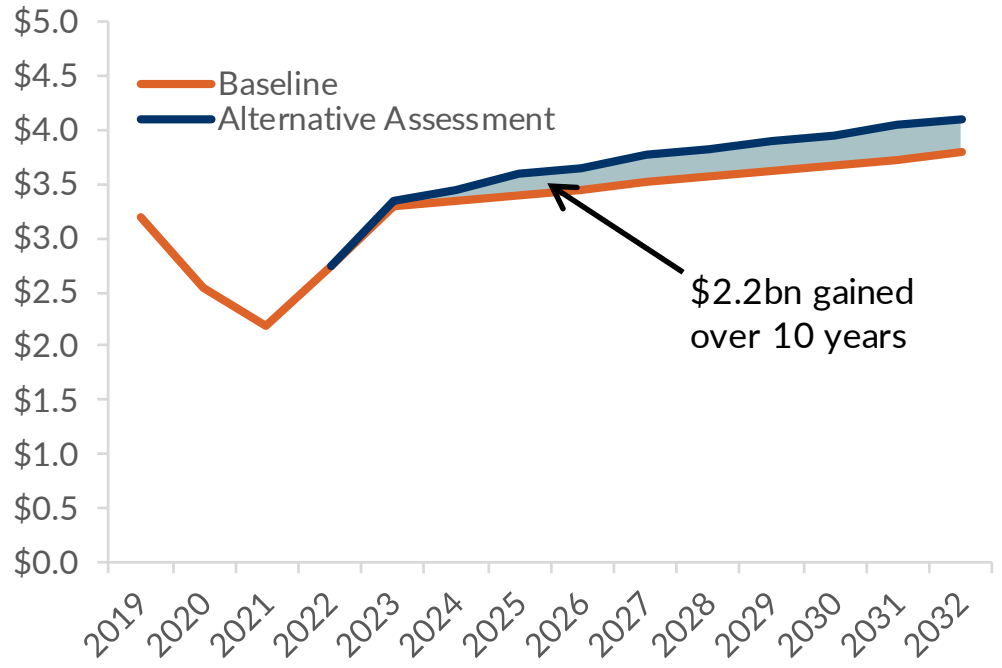
Impact of TID Funding on the Monterey Economy

Alternative Assessment Scenario

The Alternative Assessment Scenario results in $2.2 billion dollars of gained spending over the next decade.

Future visitor spending growth in Monterey, two scenarios

Dollars, billions



Source: Tourism Economics

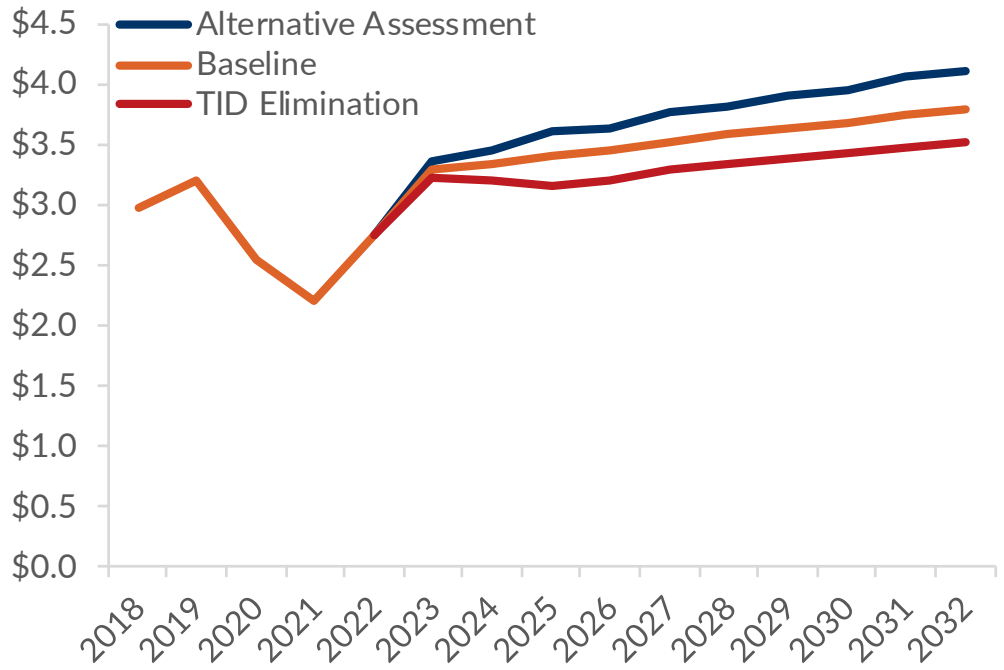
Impact of TID Funding on the Monterey Economy

Scenario comparison

The changes in TID funding create a notable impact on the future path of the visitor economy.

Future visitor spending growth in Monterey, three scenarios

Dollars, billions



Source: Tourism Economics

Appendix: The National Impact of Tourism Improvement Districts

The Impact of Tourism Improvement Districts

National study of TID benefits

The following pages review a collaborative research project on the impact of TIDs performed by Tourism Economics.

The study finds that tourism improvement districts (TIDs) provide a competitive advantage for destinations. By examining TID impacts on room demand, revenue, and visitor spending, this white paper explores that ground-breaking research and explains how TIDs enhance economic impacts in destinations.

The Impact of TIDs

Destination sample

The analysis covers 100 cities, including 29 TID destinations and 71 non-TID destinations.

Cities included in Tourism Economics' TID impact analysis

TID sample

	City	State	Year established
1	Mobile	AL	2020
2	Sacramento	CA	2019
3	Los Angeles	CA	2011
4	Anaheim	CA	2010
5	Napa	CA	2010
6	Palm Springs	CA	2008
7	San Francisco	CA	2008
8	San Diego	CA	2007
9	Monterey	CA	2006
10	San Jose	CA	2006
11	Denver	CO	2017
12	Tampa	FL	2020
13	Wichita	KS	2014
14	New Orleans	LA	2014
15	Baltimore	MD	2019
16	Billings	MT	2007
17	Newark	NJ	2013
18	Tulsa	OK	2019
19	Portland	OR	2012
20	Philadelphia	PA	2017
21	Newport	RI	2017
22	Sioux Falls	SD	2011
23	Memphis	TN	2015
24	San Antonio	TX	2018
25	Fort Worth	TX	2017
26	Arlington	TX	2016
27	Dallas	TX	2012
28	Seattle	WA	2012
29	Spokane	WA	2003

Non-TID sample

	City	State		City	State
1	Anchorage	AK	36	Charlotte	NC
2	Birmingham	AL	37	Asheville	NC
3	Huntsville	AL	38	Greensboro	NC
4	Little Rock	AR	39	Raleigh	NC
5	Tucson	AZ	40	Fargo	ND
6	Mesa	AZ	41	Omaha	NE
7	Colorado Springs	CO	42	Atlantic City	NJ
8	Aspen	CO	43	Albuquerque	NM
9	Hartford	CT	44	Las Vegas	NV
10	New Haven	CT	45	Syracuse	NY
11	Washington	DC	46	Albany	NY
12	Jacksonville	FL	47	Buffalo	NY
13	Miami	FL	48	New York	NY
14	Orlando	FL	49	Lake George	NY
15	Pensacola	FL	50	Cincinnati	OH
16	Atlanta	GA	51	Cleveland	OH
17	Savannah	GA	52	Columbus	OH
18	Honolulu	HI	53	Oklahoma City	OK
19	Des Moines	IA	54	Gettysburg	PA
20	Boise	ID	55	Pittsburgh	PA
21	Chicago	IL	56	Harrisburg	PA
22	Fort Wayne	IN	57	Providence	RI
23	Indianapolis	IN	58	Charleston	SC
24	Louisville	KY	59	Hilton Head Island	SC
25	Lexington	KY	60	Myrtle Beach	SC
26	Baton Rouge	LA	61	Chattanooga	TN
27	Boston	MA	62	Nashville	TN
28	Portland_ME	ME	63	Austin	TX
29	Detroit	MI	64	Salt Lake City	UT
30	Grand Rapids	MI	65	Richmond	VA
31	Minneapolis	MN	66	Virginia Beach	VA
32	Saint Paul	MN	67	Tacoma	WA
33	St. Louis	MO	68	Madison	WI
34	Kansas City	MO	69	Milwaukee	WI
35	Jackson	MS	70	Charleston_WV	WV
			71	Jackson_WY	WY

The Impact of TIDs

Room demand regression model

Our approach to estimate the effect of TID on room demand included:

1. 100 US destinations (counties); 29 TID destinations and 71 non-TID destinations
2. Oxford Economics databank was utilized for relevant macroeconomic indicators, namely, GDP and employment (at county level)
3. The final panel dataset consisted of 100 cross-sections and 30 time periods (1990-2019), totaling 3,000 observations

$$\log(Room\ demand) = b_1 + b_2 \times \log(Arts\&Rec\ GDP)$$
$$+b_3 \times \log(Total\ GDP) + b_4 \times TID_{dummy} + error$$

Where $TID_{dummy} = 1$ for a TID city, and 0 otherwise.

- The model sought to test whether a positive and significant relationship existed between the dependent variable, $Room\ demand$, and the independent variable TID_{dummy} ; a positive b_4 coefficient with a small p-value.
- The other two independent variables, Arts & Rec GDP and $Total\ GDP$, were employed as control variables to control for a destination's size and its relative importance as a tourist destination.
- Below are the regression results indicating a positive and highly significant b_4 coefficient.
- The results suggest that when controlled for size and importance of a destination as a tourist destination, across our sample of 100 cities, there was an average 2.12% difference in room demand between years in which a destination had an active TID and years without a TID. Results are statistically significant with a 99% confidence level.

Variable	Coefficient	Std. Error	t-Statistic	Prob.
C	7.051367	0.125775	56.06344	0.0000
LOG(GDP71LCC)	0.135999	0.008530	15.94374	0.0000
LOG(GDPTOTLCC)	0.671031	0.014663	45.76392	0.0000
DUMMY2_TID	0.021258	0.005906	3.599285	0.0003

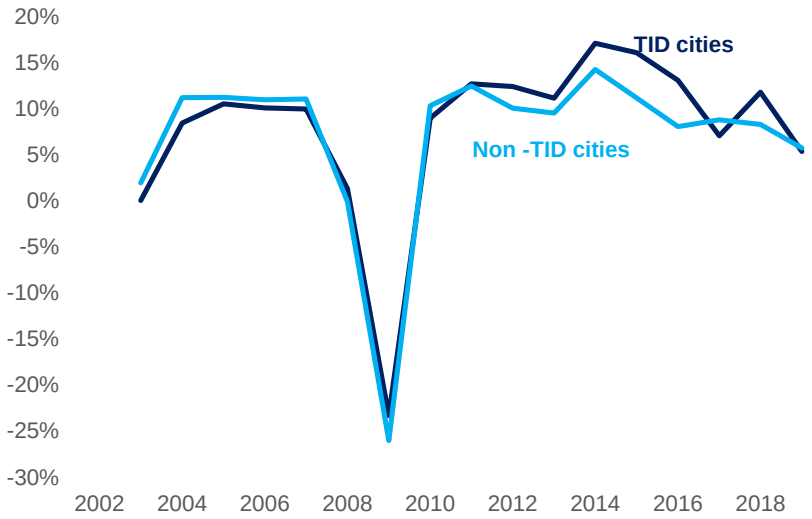
The Impact of TIDs

High-level view

Visually, we can observe that TID destinations outperformed non-TID markets in the latest upcycle.

Total hotel room revenue

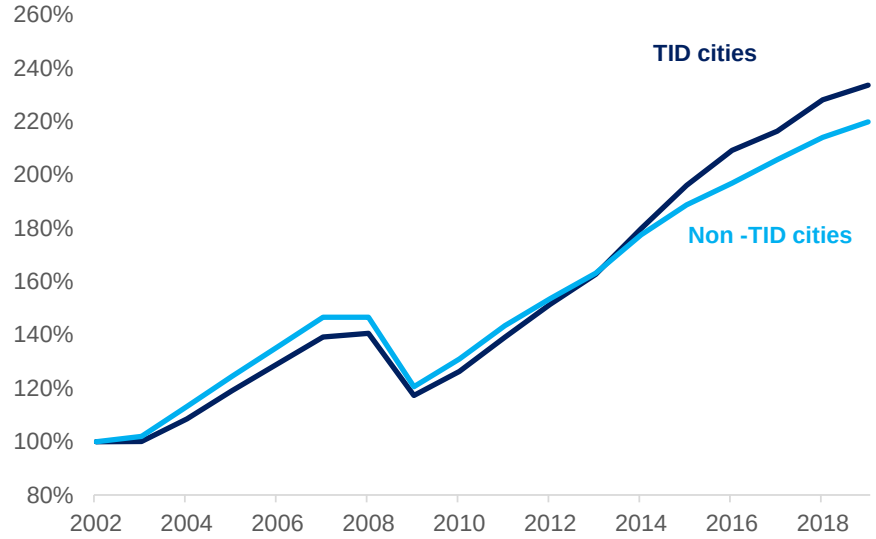
TID vs. non-TID cities growth



Source: STR, Civitas, Tourism Economics

Total hotel room revenue

TID vs. non-TID cities (2002=100)



Source: STR, Civitas, Tourism Economics

The Impact of TIDs

TID growth premium: demand

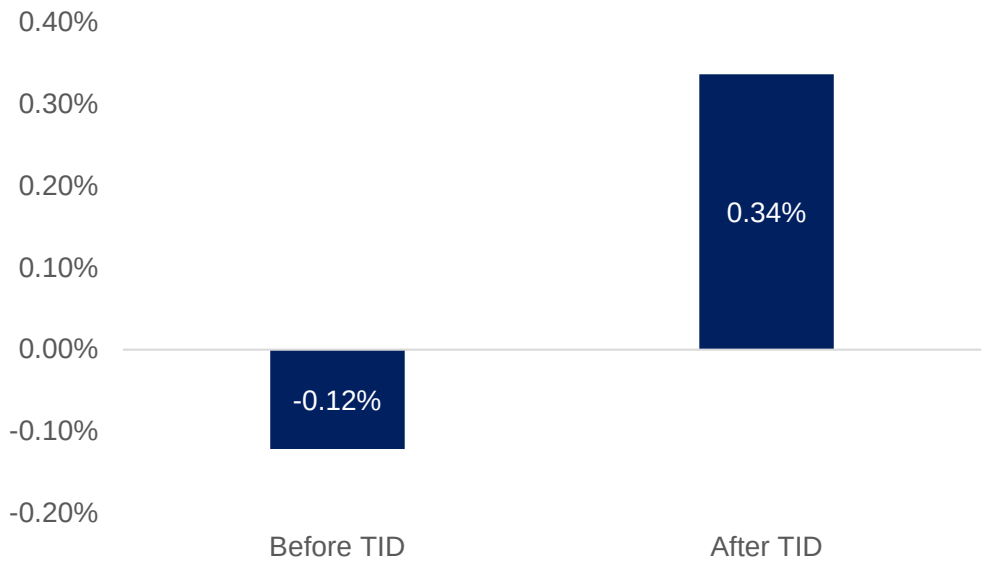
On average, a destination gains 0.5% in demand growth per year after a TID is put in place.

The demand premium is calculated as the difference between an average 3-year growth in TID cities and non-TID cities prior to the TID ("Before TID") and post the TID ("After TID").

- Before authorizing a TID, growth in cities that eventually had a TID was 12 basis points slower compared to growth in TID cities.
- After authorizing a TID, growth in TID cities was 34 basis points faster compared to non-TID cities.
- Swing of 0.5% in room demand.

Room demand growth premium*

2003-2019



"Premium" is measured as the difference in growth rates between TID and non-TID destinations
Source: STR, Tourism Economics

The Impact of TIDs

TID growth premium: revenue

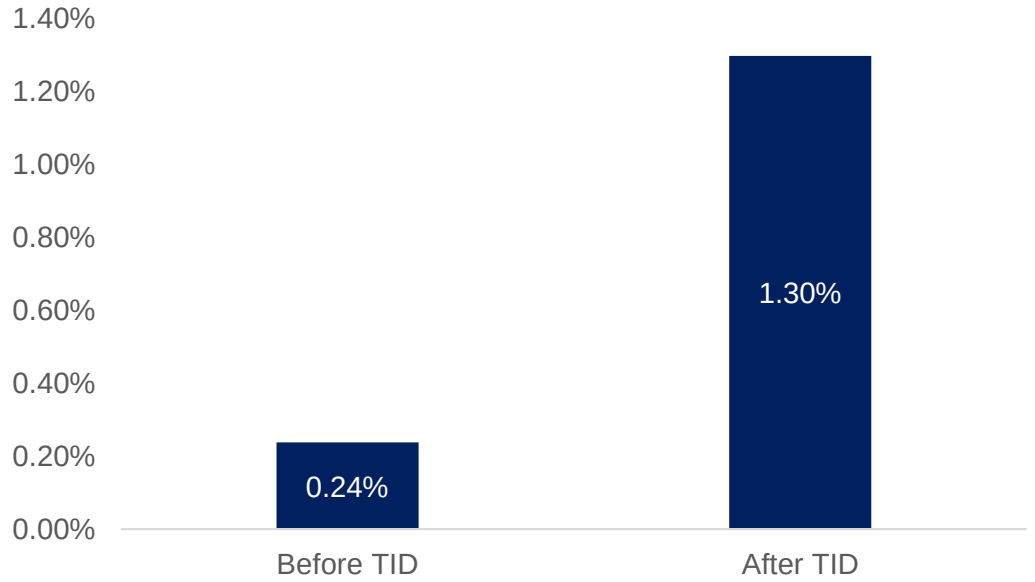
On average, a destination gains 1.1% in revenue growth per year after a TID is put in place.

The revenue premium is calculated as the difference between an average 3-year growth in TID cities and non-TID cities prior to the TID ("Before TID") and post the TID ("After TID").

- Before authorizing a TID, growth in TID cities was 24 basis points faster compared to growth in non-TID cities
- After authorizing a TID, growth in TID cities was 130 basis points faster compared to non-TID cities
- Gain of 1.1% in room revenue.

Room revenue growth premium*

2003-2019



"Premium" is measured as the difference in growth rates between TID and non-TID destinations
Source: STR, Tourism Economics

The Impact of TIDs

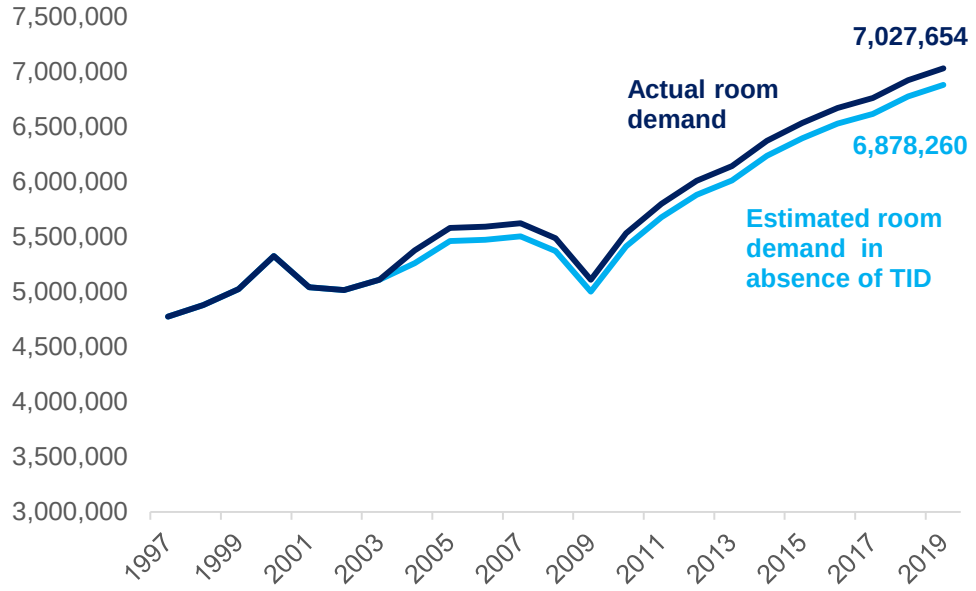
TID room demand lift

On average, our modeling indicates that TIDs produce a 2.1% lift in hotel room demand.

The 29 TID destinations in our model grew to generate 7,027,654 rooms in 2019. Without the boost generated by the TIDs, these destinations would have only generated 6,878,260 rooms.

Average annual hotel room demand

TID cities



Sources: STR, Civitas, Tourism Economics

The Impact of TIDs

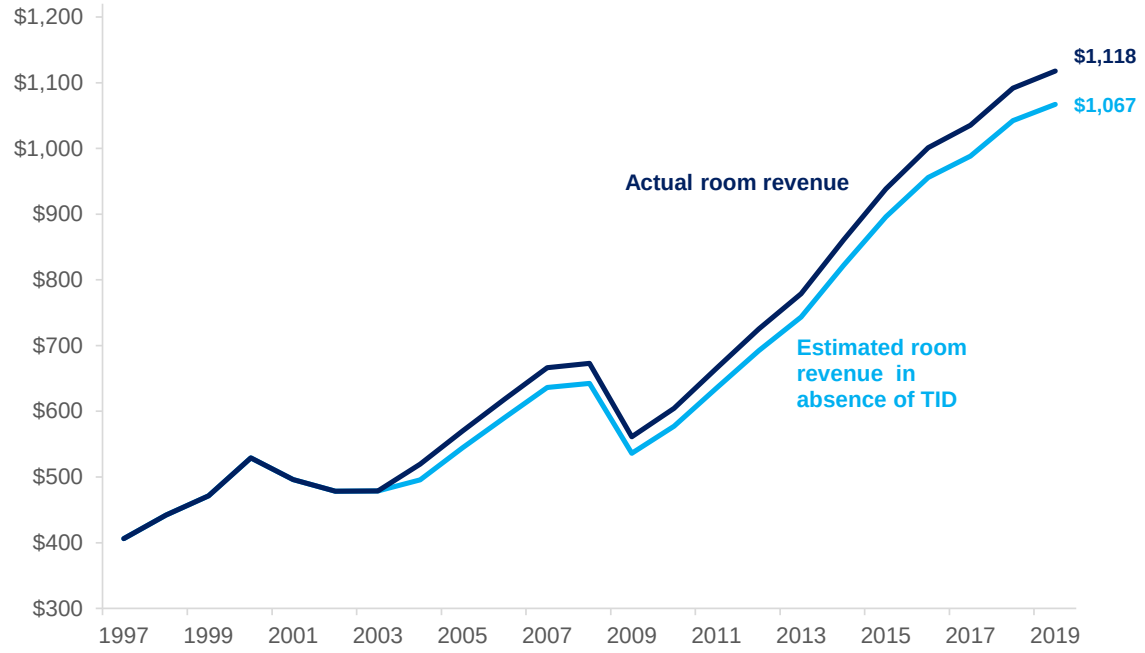
TID room demand lift

On average, our modeling indicates that TIDs produce a 4.5% lift in hotel room revenue.

The 29 TID destinations in our model grew to generate $1.12 billion in room revenue in 2019. Without the boost generated by the TIDs, these destinations would have only generated $1.07 billion in room revenue.

Average annual hotel room demand

TID cities (millions)



Sources: STR, Civitas, Tourism Economics

The Impact of Tourism Improvement Districts

Economic benefits of TIDs

The impacts of TIDs go beyond just the hotel and tourism sector.

Tourism promotion funding provided by TIDs results in more visitors and visitor spending, and this spending represents a new injection to the local economy with many downstream benefits . In total, benefits are felt on three levels.

- Direct Impacts: Visitors create direct economic value within a discreet group of sectors (e.g., recreation, transportation). This supports a relative proportion of jobs, wages, taxes, and GDP within each sector.
- Indirect Impacts: Each directly affected sector also purchases goods and services as inputs (e.g., food wholesalers, utilities) into production. These impacts are called indirect impacts.
- Induced Impacts: Lastly, the induced impact is generated when employees whose wages are generated whether directly or indirectly by visitors, spend those wages in the local economy.



Appendix 2: The ROI of Destination Marketing

The ROI of Destination Marketing

Many state and local CVBs and DMOs conduct periodic assessments of marketing effectiveness. There are several goals of these studies, including understanding how specific marketing campaigns are perceived by households, how effective the campaigns are in having an impact on households' intent to travel to a given destination, and which target markets are showing differing level of responsiveness to marketing. Frequently these studies include a specific analysis of the ROI of marketing spending in the form of a quantitative assessment of the level of incremental visitor spending and tax revenues that are attributable to destination marketing.

These studies use a variety of methods and are measuring the impact of a range of different campaigns across different situations. For example, a specific study may look at incremental visitors attracted by a state-level marketing campaign conducted by a state that attracts travelers from a range of national markets, while another study may focus on the results of a more targeted regional campaign carried out by a city-level CVB. While the results of a specific study pertain most directly to the situation that was analyzed and the corresponding assumptions, it is appropriate to consider broader inferences from the research. We analyzed recent studies that included an estimate of the incremental visitor spending attributable to advertising campaign spending.

For example, in a fairly typical approach, a study would:

- Use a survey to analyze the effect of a specific advertising campaign on households' travel to a given destination, such as by analyzing the impact on actual travel among those that had observed the advertising or by analyzing the impact on households' intentions to travel;
- Project that effect to the broader set of households in the marketing area to estimate the number of incremental visits attributable to the campaign;
- Apply typical levels of spending per visitor to estimate incremental visitor spending; and,
- Compare incremental visitor spending to the level of advertising spending to estimate the ROI.

Tourism Economics summarized the estimates of incremental visitor spending per dollar of advertising campaign spending from these studies in the table on the following page

The ROI of Destination Marketing

Estimates of incremental visitor spending per dollar of advertising campaign spending from the set of studies we analyzed is summarized in the adjacent table, supporting the following observations:

Overall, we observe that recent marketing campaigns by destination marketing organizations at the metro/regional level have generated approximately $53 of incremental visitor spending per dollar of advertising spending.

These ROI estimates relate directly to advertising spending. It is also appropriate to consider a visitor spending ROI relative to total CVB operating costs, or relative to public funding. As an example of the former approach, Meet Minneapolis reports the ratio of visitor spending associated with events tracked in its group sales management system to total CVB operating costs has averaged $33 in recent years. This excludes almost all leisure visitor spending.

As an example of an ROI based on public funding, the Florida state government recently analyzed the return on investment for public funding of Visit Florida. The analysis attributed Visit Florida's public funding (excluding, for example, significant private funding for cooperative advertising and promotions) to generating $11.2 billion of visitor spending during the three-year-period through FY 2013, representing a visitor spending ROI of $97, and a state tax revenue ROI of $3.2 ($3.20 of state tax revenue generated by each $1 of state funding).

Marketing ROI matrix

Region	Timing	Visitor spending per ad dollar
States		
California	Average 2009 to 2013	$326
Arizona	Average 2007, '11, '12, '1[illegible]	$221
Georgia	Average 2011 and 2012	$211
Colorado	2012	$200
Florida	2011	$177
Maryland	2012	$160
Wyoming	Average 2012, '13, '14	$156
Kentucky	2014	$151
Missouri	2013	$131
North Dakota	Average 2010, '12, '14	$101
Utah	Average 2010, '11, '13	$83
New Mexico	2013 to 2015	$72
Virginia	2006	$71
Michigan	Average 2006 to 2014	$69
Metros and regions		
Philadelphia, PA	2009/10	$100
Kansas City, MO	2013	$65
Washington, DC	2013	$27
San Diego, CA	2013	$19
Branson, MO	2012	$79
Springfield, MO	2011	$61
Finger Lakes Wine Country, NY	2012	$44
Syracuse, NY	2008	$12
Average of metros/regions		$51
Median of metros/regions		$53

Sources: Local studies compiled by Tourism Economics

About Tourism Economics

Tourism Economics is an Oxford Economics company with a singular objective: combine an understanding of the travel sector with proven economic tools to answer the most important questions facing our clients. More than 500 companies, associations, and destination work with Tourism Economics every year as a research partner. We bring decades of experience to every engagement to help our clients make better marketing, investment, and policy decisions. Our team of highly-specialized economists deliver:

- Global travel data-sets with the broadest set of country, city, and state coverage available
- Travel forecasts that are directly linked to the economic and demographic outlook for origins and destinations
- Economic impact analysis that highlights the value of visitors, events, developments, and industry segments
- Policy analysis that informs critical funding, taxation, and travel facilitation decisions
- Market assessments that define market allocation and investment decisions

Tourism Economics operates out of regional headquarters in Philadelphia and Oxford, with offices in Belfast, Dubai, Frankfurt, and Ontario.

Oxford Economics is one of the world's foremost independent global advisory firms, providing reports, forecasts and analytical tools on 200 countries, 100 industrial sectors and over 3,000 cities. Our best-of-class global economic and industry models and analytical tools give us an unparalleled ability to forecast external market trends and assess their economic, social and business impact. Headquartered in Oxford, England, with regional centers in London, New York, and Singapore, Oxford Economics has offices across the globe in Belfast, Chicago, Dubai, Miami, Milan, Paris, Philadelphia, San Francisco, and Washington DC, we employ over 400 full-time staff, including 300 professional economists, industry experts and business editors—one of the largest teams of macroeconomists and thought leadership specialists.

For more information:
info@tourismeconomics.com

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

February 7, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Chip Rerig, City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-017, authorizing City Co-Sponsorship of the Carmel Public Library Foundation's Annual Donor Salute Event at the Main Library on Sunday, March 5, 2023; and Authorizing City Co-Sponsorship of the Carmel Public Library Foundation's Annual Sterling Circle Event at the Main Library on Sunday, June 11, 2023.

RECOMMENDATION:

Adopt Resolution 2023-017, authorizing City co-sponsorship of the Carmel Public Library Foundation's annual Donor Salute event at the Main Library on Sunday, March 5, 2023 and authorizing City co-sponsorship of the Carmel Public Library Foundation's annual Sterling Circle event at the Main Library on Sunday, June 11, 2023.

BACKGROUND/SUMMARY:

The Carmel Public Library Foundation (CPLF) is requesting the use of the Main Library to hold its annual Donor Salute event, on Sunday, March 5, 2023. Donor salute is held each to thank those who donate $100 or more in a calendar year to the CPFL.

The CPLF is also requesting the use of the Main Library to hold its annual Sterling Circle event on Sunday, June 11, 2023 from 3:00pm - 5:00pm at the Main Library. The Sterling Circle event is held annually to thank the CPLF Planned Giving Program donors.

Per City Policy C89-47 "Support Groups Policy", the use of library facilities shall be determined by the Harrison Memorial Library Board of Trustees, with the exception of events at which alcoholic beverages are offered. The Board of Trustees considered the CPLF's request at its January 24, 2023 meeting and voted to recommend that the City authorize co-sponsorship of both of the events.

Wine will be served during the event. The CPLF will secure a Daily License Permit from the Department of Alcoholic Beverage Control.

Per policy C89-47, the City will not provide insurance coverage for any City Support Groups in a City building at which alcohol is served, unless the activity is officially co-sponsored by resolution of the City Council.

Both Donor Salute and Sterling Circle are opportunities for the CPLF to extend its gratitude and appreciation to its donors for their support.

FISCAL IMPACT:

None.

PRIOR CITY COUNCIL ACTION:

The Council has adopted a resolution authorizing co-sponsorship of both events for over 10 years.

ATTACHMENTS:

Attachment 1) Resolution 2023-017
Attachment 2) Request Letter
Attachment 3) Support Groups Policy

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING CITY CO-SPONSORSHIP OF THE CARMEL PUBLIC LIBRARY FOUNDATION'S ANNUAL DONOR SALUTE AT THE MAIN LIBRARY ON SUNDAY, MARCH 5, 2023 AT WHICH ALCOHOL WILL BE SERVED AND AUTHORIZING CITY CO-SPONSORSHIP OF THE CARMEL PUBLIC LIBRARY FOUNDATION'S STERLING CIRCLE EVENT AT THE MAIN LIBRARY ON SUNDAY, JUNE 11, 2023

WHEREAS, the Harrison Memorial Library Board of Trustees and the Carmel Public Library Foundation are requesting City co-sponsorship of the Annual Donor Salute on Sunday, March 5, 2023 from 3:00 p.m. to 5:00 p.m. at Harrison Memorial Library; and

WHEREAS, the Harrison Memorial Library Board of Trustees and the Carmel Public Library Foundation are requesting City co-sponsorship of the Sterling Circle event on Sunday, June 11, 2023 from 3:00 p.m. to 5:00 p.m. at Harrison Memorial Library; and

WHEREAS, City Policy C89-07 requires City Support Groups to obtain City Council approval to cosponsor events at which alcohol is served; and

WHEREAS, it is necessary to notify the City's insurance carrier of the co-sponsorship.

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

1. Agree to co-sponsor the Carmel Public Library Foundation's Annual Donor Salute on March 5, 2023.
2. Agree to co-sponsor the Carmel Public Library Foundation's Sterling Circle event on June 11, 2023.
3. Authorize the City Administrator to notify the Harrison Memorial Library Board of Trustees and Carmel Public Library Foundation of the Council's concurrence to co-sponsor the event.
4. Authorize the City Administrator to officially notify the City's insurance carrier of the co-sponsorship.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of February, 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk

Attachment 2

CARMEL PUBLIC
LIBRARY FOUNDATION

January 26, 2023

Chip Rerig. City Administrator and City Council
Monte Verde Street between Ocean and 7th Aves.
P.O. Box CC
Carmel, CA 93921

Dear Mr. Rerig,

The Carmel Public Library Foundation respectfully requests consideration of our request to hold our donor cultivation event, the Donor Salute on Sunday - March 5, 2023 from 3:00pm-5:00pm and our legacy appreciation event, the Sterling Circle on Sunday – June 11, 2023 from 3:00pm-5:00pm at the Main Library.

We plan to serve wine at each of the events. We are eager to obtain whatever approvals are necessary. Please let us know the necessary steps involved and if you require any additional information or documentation.

Thank you for your consideration of our request.

Sincerely,

Alexandra Fallon
Executive Director

CITY OF CARMEL-BY-THE-SEA
POLICY AND PROCEDURE

Subject: Support Groups Policy	***Policy/Procedure No:*** C89-47

Effective Date: 3 October 1989	***Authority:*** Resolution No. 89-121

Purpose:
To establish a formal procedure for relationships between the City and its support groups.

Policy/Procedure:
As fully set forth in the policy document, attached.

Responsible Party:
City Administrator/City Council

Department of Origin:
Administration/City Council

Revision Dates:
6 March 1990 (Resolution No. 90-26)
4 August 1992 (Resolution No. 92-70)
3 April 2007 (Resolution No. 2007-19)
2 October 2012 (Resolution No. 2012-70)
7 September 2021 (Resolution No. 2021-046)
4 January 2022 (Resolution No. 2022-009)

Rescinded Date:

City Administrator Approval:

_____

Signature *Date*

Support Groups Policy
September 21, 1989

General:

The City Council recognizes that individuals of the community will join together from time to time in support groups to assist the municipal organization (City) or one of its departments for a variety of reasons. The City Council also recognizes the value of the assistance so provided by support groups and encourages the formation of such groups where appropriate and/or a need exists. So that both the City and its entities and the support groups have a clear understanding of the nature and extent of the relationship, the following guidelines have been developed and adopted by the City Council.

Definition:

Support groups are associations of individuals who have voluntarily joined together in a unit whose sole or primary purpose is to provide assistance – monetary, social, cultural or otherwise – but not political – to the City or one of its departments.

Nature of Relationship:

The City recognizes the importance of support groups to the financial, social, cultural and environmental fabric of our community as well as the need for private support groups to be independent and freed of the restrictions which are applicable to public entities. It is also recognized by the City that a relationship will exist between support groups and the City. It is the intent of the City to keep the relationship with all support groups to a minimum, recognizing that support groups are private in existence, a status which requires neither the specific public noticing, reporting and liability responsibilities of, nor financial assistance from, the City.

While members of support groups have the freedom of association guaranteed by the Constitution, the support group is recognized by the City as a private body.

City Involvement with Support Groups/Personnel:

City personnel, whether elected, employed or appointed, shall not serve on the board of directors (either as a member or in an ex officio capacity) of a support group. Employees of support groups are not City employees and support groups and their officers shall refrain from representing themselves as agents or officers of the City. City staff will be assigned by the City Administrator to serve in a liaison capacity and to provide technical assistance to support groups if requested.

Use of City Facilities*:

Support groups are entitles to free use of City facilities for meetings, either general membership, board, executive committee, or special committee as long as:

a) The date and time are convenient to the operation and maintenance of the facility in which the meet is desired;
b) The meeting room is not needed for a City board, committee or commission meeting;

c) The meeting is to occur during regular hours of operation or does not require the scheduling of staff beyond regular schedules if held at a time other than regular hours;
d) The desired room is available;
e) The City will not incur a substantial cost for providing the room; and
f) The use of the City facilities by the support group is in furtherance of the interests of the City.

The City shall draw up an agreement with each support group which shall outline the terms and conditions for the free use of meeting rooms and of storage space. Support groups may also store assets and belongings in a public facility subject to a valid Hold Harmless Agreement and certificate of insurance being on file with the City Clerk's office and naming the City as an additional insured party, and provided that the space is not required for municipal properties.

City facilities, with the exception of library facilities, may not be used to provide free space or equipment for the business office of the support group. The use of Library facilities shall be determined by the Harrison Memorial Library Board of Trustees, with the exception of events held at these facilities at which alcoholic beverages are offered. Limitations on such use are described in this Policy in the paragraph titled "Insurance".*

Use of City Equipment*:

No support group, its officers or members, shall utilize any equipment belonging to the City and/or any of its departments except audio/visual equipment and room furnishings which are normally provided upon request with the use of a room. City equipment is defined but is not limited to telephones, desks, copy machines, computers and computer terminals, mail and stamping devices, facsimile machines, typewriters and adding machines. The City Administrator may grant use of City equipment in special circumstances. The use of library equipment shall be determined by the Harrison Memorial Library Board of Trustees.*

Membership Rolls:

Membership rolls of support groups and the City can be exchanged if an agreement is reached between the parties and is consistent with both State and Federal laws.

Postage:

Each support group shall secure and maintain its own Post Office box or mailing address. The City's or a City department's Post Office box or bulk mailing permit is to be used for official City business only. Each support group shall incur all expenses associated with the mailing of its literature, minutes, agendas and fund-raising requests.

_____

* For statutory provisions governing use of library facilities and equipment, see Education Code, Title 1, Division 1, Part 11, Chapter 5, Section 18919 and Carmel-by-the-Sea Municipal Code Section 2.72.050.

Political Activities:

No support group, organized for the purpose of assisting the City or one of its departments shall partake, either officially or unofficially, in any political activity involving the City of Carmel-by-the-Sea, its officers, employees, or facilities. Political activity includes, but is not limited to:

- Mayoral and City Council elections
- Local ballot issues
- Involvement in administrative or personnel matters

Support Groups are encouraged to use proper and accepted internal City communication channels and the public appearances section of City Council meetings.

Insurance:

The City will provide general liability insurance coverage for support groups including the cost of the insurance deductible as long as the support groups are meeting or holding events in public buildings or at public facilities. If a support group meets away from a public building or public facility and/or outside the City limits, then it shall be the option of the support group as to whether it desires to secure insurance protection. The City will not provide insurance protection for activities and events held outside of the City limits or away from public buildings and/or public facilities and will not provide coverage at any activity where alcoholic beverages are being served unless such activity is officially sanctioned and cosponsored via a Resolution of the City Council.

Should support groups desire to serve alcoholic beverages at an event, either in a public building or at a public facility, the support group will be required to secure its own insurance coverage, unless the City Council adopts a Resolution of co-sponsorship.

Co-Sponsorship:

A Resolution of the City Council of the City of Carmel-by-the-Sea is required in order for the City to co-sponsor with any support group any event, performance, activity or function, whether one-time, cumulative or ongoing.

Fund-Raising Events within Public Facilities:

The City recognizes that support groups from time to time will request the utilization of public facilities for fund-raising activities. Such requests for the use of public facilities shall be forwarded to the City Council for its review at least thirty (30) days prior to the scheduled event. The City will give preferential consideration to support groups over other groups for fund-raising activities within public facilities.

Requests for the use of Library facilities shall be forwarded to the Harrison Memorial Library Board of Trustees for its review at least thirty days (30) prior to the scheduled event.* However, any event approved by the Library Board of Trustees at which alcoholic beverages are to be offered must also have prior approval of the City Council as set forth in this Policy in the paragraph titled “Insurance”.

Support Groups are cautioned that obtaining such approval by both bodies could take seven weeks or more, depending on the scheduling of their respective meetings.

Bylaws:

Each support group shall provide a copy of its current bylaws to the City Clerk.

Annual Audit:

The City requires a copy of the annual audit, review or internal financial report of each support group.

Responsibility for Implementation of Policy:

The City Administrator is delegated as the City official responsible for the implementation of this policy.

Periodic Review:

The City Council will, from time to time, review the intent and content of this policy and make any necessary amendments which it deems necessary to protect the interests of the City and the support groups. All support groups will be notified whenever a review is determined to be needed.

_____

* For statutory provisions governing use of library facilities and equipment, see Education Code, Title 1, Division 1, Part 11, Chapter 5, Section 18919 and Carmel-by-the-Sea Municipal Code Section 2.72.050.

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2022-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DESIGNATING CARMEL COMMUNITY EMERGENCY RESPONSE TEAM (CERT) AS AN OFFICIAL CITY SUPPORT GROUP IN ACCORDANCE WITH SUPPORT GROUP POLICY NO. 89-47

WHEREAS, in October 1989, the City Council adopted Resolution 89-121, the Support Group Policy, which establishes the relationship between the City and private groups; and

WHEREAS, in May 1990, the City Council adopted Resolution No. 90-47 designating the support groups of the City; and

WHEREAS, according to their website, Carmel CERT is a group dedicated to preparedness and assisting others in their neighborhood or workplace following an event; and

WHEREAS, Carmel CERT has already performed tremendous volunteer efforts, such as: COVID vaccination process, winter storm assistance, down power lines, beach closures, special event assistance, lost person support, and enhanced preparedness for any emergency; and

WHEREAS, Carmel CERT is directly connected with Monterey Fire Department and Monterey CERT which provides training support, CERT leadership, and extra staff for larger scale events.

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

1. Require Carmel by-the-Sea CERT to provide all documentation pursuant to Policy No. 89-47.
2. Designate the following groups as Support Groups pursuant to Policy No. 89-47:
    a. Friends of Harrison Memorial Library
    b. Carmel Public Library Foundation
    c. Friends of Carmel Forest
    d. Friends of Sunset Foundation
    e. Lester Rowntree Native Plant Garden Committee
    f. Friends of Mission Trail Nature Preserve
    g. Carmel Cares
    h. Carmel CERT (upon City Council approval and compliance with #1)
3. Authorize the City Administrator to submit the updated list of support groups to the insurance carrier.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 4th day of January, 2022, by the following vote:

AYES: COUNCIL MEMBERS BARON, FERLITO, THEIS, MAYOR PRO TEM RICHARDS, MAYOR POTTER

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

APPROVED:

Dave Potter
Mayor

ATTEST:

Ashlee Wright
Acting City Clerk

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

February 7, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Ashlee Wright, Director, Libraries & Community Activities
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-018, Approving the use of the Sourcewell cooperative purchase contract with Krueger International Inc., dba KI doing business as Systems & Space Inc. (Contract no. 121919-KII) for the purchase and installation services for library shelving; and authorizing the City Administrator to enter into an agreement with Krueger International Inc./ Systems & Space Inc. for the purchase and installation services for library shelving

RECOMMENDATION:

Adopt Resolution 2023-018 approving the use of the Sourcewell cooperative purchase contract with Krueger International Inc., dba KI doing business as Systems & Space Inc. (Contract no. 121919-KII) for the purchase and installation services for library shelving; and authorizing the City Administrator to enter into an agreement with Krueger International Inc./ Systems & Space Inc. for the purchase and installation services for library shelving.

BACKGROUND/SUMMARY:

As part of the Library's Strategic Plan goal to "Increase Operational Excellence" one of the objectives identified is to "Reconfigure Park Branch Kid's Library and incorporate moveable shelves and furniture to create flexible space".

Staff has been working to develop a plan to replace some of the shelving in the Kid's Department with flex shelving to allow reconfiguration of the department as needed and allow for the maximization of floor space for programs. Staff worked to gather quotes for the shelving replacement project and researched what would work best in the Children's Department and determined that the Spacesaver Flex Shelving from Systems & Space Inc. would best meet the needs of the department.

The total amount quoted was $68,850.72, inclusive of tax, shipping, and installation. At its January 25, 2023 regular meeting the Library Board of Trustees approved the project in concept and an adjustment to the

Library's budget in the amount of $68,850.72 to fund this project.

As part of the quote process the Systems & Space Inc. representative informed staff of the opportunity for cost and time saving through cooperative purchasing through Sourcewell, a government agency specializing in state, local and educational institution contracts. The City is currently a member of Sourcewell. The advantage to using the Sourcewell cooperative purchase contract is in the staff time saved in the bidding process and the overall pricing negotiated by Sourcewell.

Per the Carmel Municipal Code agreements exceeding $24,999 require City Council approval to be valid.

FISCAL IMPACT:

There is no fiscal impact to the City for this item. The full cost of this project of $68,850.72 is being funded by the Library Board of Trustees.

PRIOR CITY COUNCIL ACTION:

N/A

ATTACHMENTS:

Attachment 1) Resolution 2023-018
Attachment 2) PSA KI / Systems & Space Inc.

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA 1. APPROVING THE USE OF THE SOURCEWELL COOPERATIVE PURCHASE CONTRACT WITH KRUEGER INTERNATIONAL INC., DBA KI DOING BUSINESS AS SYSTEMS & SPACE INC. (CONTRACT NO. 121919-KII) FOR THE PURCHASE AND INSTALLATION SERVICES FOR LIBRARY SHELVING; AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH KRUEGER INTERNATIONAL INC./ SYSTEMS & SPACE INC. FOR THE PURCHASE AND INSTALLATION SERVICES FOR LIBRARY SHELVING

WHEREAS, as part of the Library's Strategic Plan goal to "Increase Operational Excellence" one of the objectives identified is to "Reconfigure Park Branch Kid's Library and incorporate moveable shelves and furniture to create flexible space"; and

WHEREAS, staff has been working to develop a plan to replace some of the shelving in the Children's Department with flex shelving to allow reconfiguration of the department as needed and allow for the maximization of floor space for programs; and

WHEREAS,the total amount quoted for flex shelving for the Kid's Department was $68,850.72, inclusive of tax, shipping, and installation and the Library Board of Trustees agreed to fund this project; and

WHEREAS, the City is a member of Sourcewell a cooperative government purchasing agency specializing in state, local and educational institution contracts and using the Sourcewell cooperative purchase contract results in staff time saved in the bidding process and the overall pricing negotiated by Sourcewell;

WHEREAS, per the Carmel Municipal Code agreements exceeding $24,999 require City Council approval to be valid.

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

1. Approve the use of the Sourcewell cooperative purchase contract with Krueger International Inc., dba KI doing business as Systems & Space Inc. (Contract no. 121919-KII) for the purchase and installation services for library shelving; and

2. Authorize the City Administrator to enter into an agreement with Krueger International Inc./Systems & Space Inc. for the purchase and installation services for library shelving.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of February, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk

PROFESSIONAL SERVICES AGREEMENT
for the
Library Flex Shelving
Agreement # 1

THIS AGREEMENT is executed this 7th day of February, 2023, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and Krueger International Inc., dba KI doing business as Systems & Space Inc. (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

A. **Scope of Services**. Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: Spacesaver Flex Shelving including design, deliver, installation, and training. 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 "A," 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 the Fee Schedule (Exhibit "A"), in a total amount not-to-exceed Sixty-Eight Thousand Eight Hundred and Fifty Dollars ($68,850.72). 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 Fee Schedule (Exhibit "A"). All reimbursable expenses will be considered as included within the Maximum Authorized Expenditure. Consultant is solely responsible for payment to subconsultants and vendors of services or goods, and the City is not responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

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

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

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

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

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

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

3. AGREEMENT TERM

A. **Term**. The work under this Agreement will commence by February 7, 2023 and must be completed by June 30, 2028 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.

If a Project Schedule is not required, Consultant will perform the Services under this Agreement in accordance with the following phase, task and/or milestone dates:

- Week 1: Systems ordered by SSI
- Week 11: Product Ships from Manufacturer
- Week 13: SS receives product and begins installation based on date set with Carmel Public Library

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:	Ashlee Wright
Title:	Library and Community Activities Director
Address:	P.O. Box 800, Carmel-by-the-Sea, CA 93921
Telephone:	(831) 624-1366
Email:	awright@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:	Jackie Greely
Title:	Systems Planner
Company:	Systems & Space Inc.
Address:	500 Boulder Court, Suite B, Pleasanton, CA 94566
Telephone:	(925) 426-1955
Email:	jgreely@systmsnspace.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
Printed Name 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, Fee Schedule, and Project Schedule

Exhibit "A"

Attachment 2

Systems and Space Inc.

Proposal to Improve Space Management and Storage Capacity







***We have set the standard in customer care* - Because we understand the composition and characteristics that are intrinsic to space management and capacity planning.**

Park Branch - Harrison Memorial Library

Park Branch Library - Flex Shelving

January 4, 2023

Submitted To: Lea Ann McDonald
Park Branch - Harrison Memorial Library
Mission and 6th Ave
Carmel By The Sea, CA 93921

Submitted By: Jackie Greely
Systems Planner
Systems & Space, Inc.
500 Boulder Court, Suite B
Pleasanton, CA 94566
(925) 426-1955

Partners in Progressive Storage Solutions

This proposal will demonstrate to you that selecting SSI as your storage solution partner will create smarter storage initiatives and help uncover the space needed to grow.

Who Is Systems & Space?

SYSTEMS & SPACE, INC. (SSI) is a premier provider of space, storage and filing solutions for today's business environment. Since 1988 we've been developing complete storage and space management strategies and solutions – for all types of businesses. We are experts at individual systems analysis, systems hardware, engineering, and implementation. Our mission is to deliver your project on time, within budget – and trouble free.

Executive Summary

SYSTEMS & SPACE, INC., is pleased to present this proposal to the space management team at your company. The attached detailed architectural drawings outline your specific requirements and our solution. This proposal is available for acceptance 30 days from the cover date.

Why Systems & Space, Inc.?

In order to complete this project on time, with high quality results, it is essential to select a company that can work within your timelines, budget and meet your planning requirements, now and for the long term.

SSI possesses the capability to ensure the success of this project because:

- SSI understands the scope of your specific planning requirements
- SSI engineering, project management experience and system planning are unparalleled in the industry
- SSI has a longstanding partnership with Spacesaver Corporation
- SSI offers extended warranty programs to preserve your investment for years to come.

The SSI management team is committed at every level to the success of your project.

Why Spacesaver?

SPACESAVER is the industry leader in high-density mobile file systems. Spacesaver has been in business since 1972 and has more installations than all its competitors. For material protection, storage efficiency, durability, reliability, security, safety, and accessibility, Spacesaver is the state-of-the-art solution for all your storage requirements.

Design

This proposal includes an architectural drawing to allow for visual acceptance. The drawing outlines room dimensions, system dimensions, stored media - existing plus increased capacities and storage weight.

Floor Loading

Floor load data that applies to the project is subject to interpretation by a certified structural engineer. SSI is providing reference data for determining load and distribution conditions. Floor load and considerations are to be reviewed and evaluated by a qualified engineer. It is the responsibility of client to have this system approved for the floor loading if needed.

SYSTEMS & SPACE, INC. can assist with the floor load assessment process. We will work directly with your structural engineer or we can provide a certified structural engineer and consulting. A complete analysis, including any required building modifications, designs and supporting structural calculations, will be prepared for a fixed fee. The fee will be determined by the complexity of the project and pricing will be submitted at your request.

Delivery, Installation, Training, and Warranty

Components and materials will be shipped approximately 6-8 weeks upon receipt of purchase order and completed checklist. A field service supervisor and job crew leader will be assigned prior to the system installation. They will remain with the project until completion to control all scheduling, freight, elevator access and all phases of the installation to assure complete satisfaction with minimal disruption to your staff. Spacesaver warrants that all equipment shall be free from defects in materials and workmanship for five (5) years from the date of the customer's written acceptance of installation – to assure complete satisfaction. This proposal is based on installation utilizing a Monday-Friday workweek and non-union hours of 8:00 AM – to 5:00 PM. Should you require different hours, other options are available. SSI will provide unlimited training to all users to assure optimal use of your system.

Extended Warranty Programs

Extended warranty programs are available to protect and preserve your investment. These programs include 1st priority service response and covered check-up appointments throughout the years. For more information, simply ask your Systems Planner.



Business



Government





Justice



Library



Museum

Systems & Space Inc. Guarantees the Success of Your Project!

Investment

Drawing No.	Description	Investment
#23287 – R1	**Spacesaver Flex Shelving**	**Sourcewell Pricing**
	Quote 1	**$31,394.86**
	• (2) runs of shelving of (4) 36″ W x 24 5/8″ D x 49 5/16″ H units	
	- (3) 12″ H clear openings per unit with (3) file dividers per clear opening	
	- 1″ laminate end panels and canopy tops on each unit	
	Quote 2	**$37,455.86**
	• (2) runs of shelving of (4) 36″ W x 26 5/8″ D x 73 5/16″ H units	
	- (4) 15″ H clear openings per unit with (3) file dividers per clear opening	
	- 1″ laminate canopy tops on each unit	
	- (4) 1″ Slatwall end panels on exposed ends	

*The Investment includes all materials, tax, freight and installation for the **Spacesaver** system.*
Systems & Space, Inc. is not responsible for any additional engineering fees. If a client elects to pay for our Seismic Calculation Services, it includes a standard set of calculations. Any additional engineering or product modifications will be an add on cost to the client.
Our price is valid for 60 days from the date of this proposal.

Items for Consideration

Structural Calculation Services* $2,975.00

Systems & Space, Inc. can provide structural calculations for the seismic anchorage of the shelving system. Services include preparation of calculations by a licensed structural engineer and all wet stamped & signed copies. The calculations should be used by your General Contractor or Architect to obtain any necessary permits. It is the sole responsibility of the client to have any necessary permits obtained. If the engineer determines that any type of special anchoring is required, the cost will be a charge to the client (i.e. under floor bolting). In the event of a post tension slab, the cost of the x-ray will be paid by the client.

- ❑ I have read the above and would like to request Structural Calculation Services.
- ❑ I have read the above and would not like to request Structural Calculation Services.

The State of California has determined that any person who purports to have the capacity to undertake or submits a bid to construct these types of structures must be licensed pursuant to Contractors License Law (B & P Code, Division 3, Chapter 9)

CALIFORNIA STATE CONTRACTOR'S LICENSE NUMBER 599899

Payment Terms *50% Deposit with order *40% When product ships from factory *10% Due upon completion

**** A copy of the Front and Back of the Credit Card and the Cardholders Photo Identification is Required**

X _____

Client Approval **Print Name** **Date**

Systems Planner: Jackie Greely Project #23287

Critical Path to Installation: 11-13-Week Standard Lead Time

Order placed – (see attached checklist)

- Week 1 – Systems Ordered by SSI
- Week 11 – Product Ships from Manufacturer
- Week 13 – SSI receives product and begins installation based on date set with Park Branch - Harrison Memorial Library

Installation Information:

1. Company Name _____

2. Contact name at installation area _____

3. Street Address _____

4. Suite, Bldg., or Floor _____

5. City, State, Zip Code _____

6. Contact Phone # _____ Pager/Cell # _____

7. Fax # _____ E-Mail Address _____

Billing Information:

8. Company Name: _____

9. Accounting Department Contact Name _____

10. Billing Address _____

11. Suite, Bldg., or Floor _____

12. City, State, Zip Code _____

13. Contact Phone # _____ Pager/Cell # _____

14. Fax # _____ E-Mail Address _____

Acknowledgement Information:











15. Company Name _____

16. Contact name to send order Acknowledgement to _____

17. Street Address _____

18. Suite, Bldg., or Floor _____

19. City, State, Zip Code _____

20. Contact Phone # _____Pager/Cell _____

Systems Planner: Jackie Greely Project #23287

Checklist for Ordering & Developing Spacesaver System



☐ Review and sign off on drawings

☐ Choose shelving colors from Spacesaver Color Selector: _____



☐ Choose end panels from WilsonArt Laminate book: _____

☐ Attach purchase order and deposit to proposal

☐ Sign and date acceptance areas on proposal

☐ Client's Move Date: _____



☐ General Contractor's Name: _____

Phone # _____Fax # _____

Mobile # _____Email _____



☐ Finished Floor Covering Type: Carpet or Tile (Circle one)

☐ Finished Floor Covering Installation Date: _____

☐ If project is Existing Construction, is client considering replacing Finished Floor Covering?

Yes / No Tile or Carpet (Circle one)



☐ Is there a Construction/Move schedule available? Yes or No

☐ Project Completion Date: _____

☐ Non union hours of Installation are Monday through Friday 8:00 AM to 5:00 PM.



After 5 PM and anytime on Saturday and Sunday is overtime.

☐ Security: Do SSI personnel need access badges, escorts, etc.?

☐ Parking: Are permits required? Yes or No

✕ _____

Client Approval **Print Name** **Date**

Systems Planner: Jackie Greely Project #23287

Notice: This proposal contains information that is proprietary to Systems & Space, Inc. and is intended for the use of Park Branch - Harrison Memorial Library only. No part of this proposal or the enclosed CAD drawings may be used, reproduced, or disclosed to any other party without prior consent of SYSTEMS & SPACE, INC.

TERMS & CONDITIONS FOR PRODUCTS, SYSTEMS & INSTALLATIONS

1. GENERAL: These terms & conditions shall apply to sales from SYSTEMS & SPACE, INC. to BUYER and to any quotation by SYSTEMS & SPACE, INC. for sales. These terms & conditions shall not be superseded by any terms & conditions in BUYER'S order. **If a Contract Agreement will be issued in lieu of, or in addition to execution of this proposal, Buyer agrees to include this proposal as an Exhibit to the Contract Agreement.**
2. PRICING: This proposal is valid for **60 days** from the date of the proposal.
3. PAYMENT TERMS: The Buyer shall issue SYSTEMS & SPACE INC. a 50% deposit with order, 40% when product ships from factory, and 10% balance due upon completion. If the BUYER issues a purchase order for goods and/or services, the BUYER shall state the deposit amount on BUYER's purchase order. A monthly finance charge of 1 ½% per month shall accrue to the BUYER on all outstanding invoices beyond 30 days.
4. ENGINEERING DATA: The proposal, drawings and/or specifications of any quotation are confidential engineering data, and represent SYSTEMS & SPACE, INC.'S investment in engineering skill and development, and remain the property of SYSTEMS & SPACE, INC. Such are submitted with the understanding that the information will not be disclosed or used in any manner detrimental to SYSTEMS & SPACE, INC. All specifications and dimensions of proposal, drawings are approximate, and are subject to changes during detailed engineering.
5. DELIVERY: Shipping or delivery dates are approximate. SYSTEMS & SPACE, INC. shall not be liable for delays in or failure of delivery due to changes requested by BUYER, or causes beyond its control. At the request of BUYER, BUYER shall make payment as though shipment has been made as specified and for any expenses incurred by SYSTEMS & SPACE, INC. due to BUYER'S request in delaying shipment.
6. STORAGE: If product is stored for more than 30 days at SYSTEMS & SPACE, Inc. due to delays in delivery caused by BUYER, SYSTEMS & SPACE INC. will charge BUYER at the rate of 1% of BUYER's invoice per month pro-rated daily.
7. SPECIALS: Special items not considered as standard inventory by SYSTEMS & SPACE, INC. and/or manufactured by SYSTEMS & SPACE, INC. to BUYER'S specifications or job requirements, will become the sole property of the BUYER and will not be accepted for return.
8. INSURANCE: SYSTEMS & SPACE, INC. carries Workers' Compensation insurance with statutory limits as required by law. In addition, SYSTEMS & SPACE, INC. carries General Liability Insurance with $1M occurrence/$2M general aggregate/$2M completed operations, and Auto Liability with $1M combined single limit. Upon request, entities shall be named as Additional Insured under endorsements available for the current policy period.
9. CANCELLATION: On all cancelled orders, BUYER shall compensate SYSTEMS & SPACE, INC. for its performance, commitments and damage as follows: BUYER shall pay SYSTEMS & SPACE, INC. a cancellation fee not to exceed the original purchase price.
10. CONSTRUCTION AREA: BUYER shall provide SYSTEMS & SPACE, INC. with a free and clear construction site. All materials and/or construction shall be removed from the area. BUYER will furnish SYSTEMS & SPACE, INC. with adequate electrical power to efficiently operate the power tools required for the installation.
11. UNLOADING, SPOTTING AND STORAGE: BUYER shall provide SYSTEMS & SPACE, INC. with adequate unloading facilities, and sufficient access to those facilities to insure SYSTEMS & SPACE, INC.'S efficient unloading procedure. Adequate aisles shall be provided by the BUYER to provide efficient handling of the materials from the unloading of storage area to the construction site.
12. COMMENCEMENT OF INSTALLATION AT JOB SITE: SYSTEMS & SPACE, INC. will not be obligated to commence work at job site until receipt of written notice from BUYER that BUYER'S building is ready for use and necessary utilities and equipment are supplied there as well.
13. CHANGES IN WORK: Should the BUYER order changes in the work, such orders and adjustments shall be made in writing to SYSTEMS & SPACE, INC. The contract price shall be adjusted according to the changes in the work specified.
14. COMPLETION: Installation shall be deemed completed upon use of any equipment by BUYER.
15. FLOORS: BUYER is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed.
16. FLOOR COVERING: Existing floor covering may require removal prior to the start of our scope of work. Removal and replacement of existing floor covering is specifically excluded from this proposal. Should the client wish Systems & Space, Inc. to remove the existing floor covering, please consult your Systems Planner for a quote for this work. Please note that while Systems & Space, Inc. will use every precaution to maintain the integrity of the

existing floor covering, we cannot guarantee that the existing floor covering will be suitable for reuse. Client acknowledges that installation of new floor covering may be required, at an additional cost to client.

17. SURVEYS, PERMITS AND REGULATIONS: BUYER shall procure and pay for all permits, inspections, and/or structural calculations required by any governmental authority for any part of the work performed by SYSTEMS & SPACE, INC., except if otherwise stated.
18. TESTING: All material and equipment for testing the installation shall be provided at BUYER'S expense. At the time that SYSTEMS & SPACE, INC. states to the BUYER that the work is complete, the BUYER will inspect the work and if the work is in conformity with the terms and provisions of the proposal, the BUYER shall accept the same and deliver to SYSTEMS & SPACE, INC. a signed statement of acceptance. If the BUYER fails to so notify SYSTEMS & SPACE, INC. or if the BUYER fails to make such inspection, the work shall be conclusively deemed accepted by the BUYER.
19. LABOR RELATIONS: SYSTEMS & SPACE, INC. is a non-union contractor. Unless specifically outlined in the project specifications and/or bid documentation, our bid will not be based upon compliance with the terms and conditions of any labor agreements. Any requirement to comply with labor agreements identified after submission of this bid will require an increase in our contract amount to reflect this change. Our proposal is based upon an eight (8) hour workday during normal business hours (unless otherwise specified). No provisions have been made for overtime or shift premium pay.
20. LEGAL ACTION: In the event that any legal action is initiated regarding the breach of any terms or conditions of this agreement, the prevailing party shall be entitled to receive in addition to any damages suffered, their court costs and attorney's fees incurred.

X

Client Approval **Print Name** **Date**

Systems Planner: Jackie Greely Project#MrgProjectI

DocuSign Envelope ID: 4189301F-6CF6-4333-8DFB-7ED64F6697AE

Sourcewell

Solicitation Number: RFP#121919

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Krueger International Inc., dba KI**, 1330 Bellevue Street, P.O. Box 8100, Green Bay, WI 54308 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 18, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

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5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

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The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

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10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

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If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

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remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

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1. Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

DocuSign Envelope ID: 4189301F-6CF6-4333-8DFB-7ED64F6697AE

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

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B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. §60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. §5,

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"Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor

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certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 2/17/2020 | 5:07 PM CST

Krueger International Inc. dba KI

DocuSigned by:
By: Guy Patkze
E297FD57BA1145A...

Guy Patkze
Title: Assistant Secretary
Date: 2/18/2020 | 7:11 AM PST

Approved:

DocuSign Envelope ID: 4189301F-6CF6-4333-8DFB-7ED64F6697AE

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/17/2020 | 6:58 PM CST

DocuSign Envelope ID: 4189301F-6CF6-4333-8DFB-7ED64F6697AE

RFP 121919 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name:	Krueger International, Inc.
Does your company conduct business under any other name? If yes, please state:	KI
Address:	PO Box 8100 Green Bay, WI 54308-8100
Contact:	Lee Amundson
Email:	lee.amundson@ki.com
Phone:	800-454-9796
Fax:	920-468-2781
HST#:	39-1375589

Submission Details

Created On:	Monday November 11, 2019 10:11:49
Submitted On:	Wednesday December 18, 2019 14:55:34
Submitted By:	Lee Amundson
Email:	lee.amundson@ki.com
Transaction #:	65568d9f-fb8c-441f-b9ab-7550f60a8d82
Submitter's IP Address:	208.50.15.6

Attachment 2

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Krueger International, Inc. (d/b/a: KI)	*
2	Proposer Address:	1330 Bellevue Street, PO Box 8100 Green Bay, WI 54308-8100	*
3	Proposer website address:	ki.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Guy Patkze Assistant Secretary 1330 Bellevue Street Green Bay, WI 54302 guy.patzke@ki.com 920.468.2541	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kelli Plamann Contract Program Manager 1330 Bellevue Street Green Bay, WI 54302 kelli.plamann@ki.com 920.468.2719	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	MARK WALDECKER | Corporate Accounts / K-12 Dealer Development Manager P: 920.406.3508 | M: 920.327.0195 | F: 920.468.2729 | E: mark.waldecker@ki.com | ki.com ANDY VANSTRATEN | Contract Manager P: 920.468.2394 | E: andy.van.straten@ki.com | ki.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Who We Are OUR FOUNDATION Attachment 2 The metal chair was KI's flagship product in 1941. Innovative for its time, it brilliantly answered the call for seating that was portable, stackable, durable and affordable. KI recognized the market's need and responded with a welcome solution. The KI folding chair symbolizes a long legacy of listening to our customers. Our insightful ability to solve problems through product design and space planning concepts has made us a respected leader in manufacturing furniture solutions – products that skillfully support the success of customers in the business, university, educational, healthcare, and government markets. Today, we've grown well beyond our folding chair origins and offer a broad portfolio ranging from seating and tables to architectural walls and panel systems. Our award- winning innovations reflect a desire to meet your objectives, be your go-to resource and build an enduring relationship with you. This foundation and a strong market understanding is why KI customers throughout the world continue to rely on our trusted expertise to create solutions that fit their environments. That's why we say we offer far more than furniture … We're Furnishing Knowledge. What Makes Us Different We want to hear what you have to say about your goals, how your employees or students want to work or learn, your expectations … even what you want people to feel when they walk into your space. That way, we can help you make well-informed, educated decisions about your furniture investment. Following are a few more reasons customers keep coming back to KI for furniture solutions. EASY TO DO BUSINESS Whether you need help space planning, selecting surface materials, determining what furniture best fits your work style, or coordinating installation with other contractors, we're here to help. CORE MARKET FOCUS We stay laser focused on our core markets, persistently growing our knowledge, understanding and experience within each. That helps us design furniture solutions and support services that address the needs specific to: • Higher Education • K-12 Education • Workplace • Healthcare • Federal & State Government MARKET OF ONE® PHILOSOPHY We believe the only customer who matters is you – you are our Market of One. So we've structured everything from our service and support teams to the manufacturing floor to be nimble and adaptable to your needs. We're the right place for furniture, service and fulfillment options that align with your brand, culture and work environment. FULFILLMENT FREEDOM We will gladly collaborate and coordinate with any partner, dealer and/or installation entity you choose. We do not prescribe to pre-set distribution channels. Rather, we allow you to determine the best means to manage ordering and fulfillment activities. EMPLOYEE OWNERSHIP KI is 100% employee owned and when you own something, you treat it differently. Everyone in the organization from the executive office to the production floor has a stake in the game. DELIVERY AND INSTALLATION SERVICES Delivery day should be exciting, not stressful. Should that date need to change for any reason, just let us know. We'll adjust accordingly. Should you need assistance with fulfillment, KI offers a comprehensive service package. A factory-trained, on-site management team will oversee your project from initial pre-planning meetings through the final walk-through. Options for warranty and

8	Provide a detailed description of the products and services that you are offering in your proposal.	Furnishing Knowledge Through Design Through human-centered design, we create compelling environments by aligning culture, brand and functional objectives. The ideas behind this approach include adaptive design, increased user control, higher levels of engagement and defining a balance between the basic workstyles (Focus, Interaction, Ideation and Regenerative), and behavioral needs of users. Furnishing a business office, a hospital lounge, a classroom, or a government facility takes special knowledge. What choices will best serve the application? How will you create the look to reflect a distinct personality, and the functionality to serve unique needs? KI is here to help. Selling you furniture comes at the end of the process. First, we bring you information, skill, and partnership. We listen to what you need, then work with you to create it. And if we don't already have it, we'll design it from scratch. Our long experience ensures that when we say the "best furniture," we mean the best quality providing the best style and function. Learning Spaces – Dynamic Collaboration, Conventional Classrooms, Technology Integrated, Engaging/Presenting, and Lecture/Auditorium. Social Spaces / Third Spaces – Learning Commons/Media Centers, Lobby/Lounge, Cafes and cafeterias/Dining and Living Spaces. Offices and Workstations – Flexible, Accommodating Workspaces, Peak Performance, Designed to move. Training Rooms – Transforming Training Environments, Impactful Solutions. Conference Rooms – Masterful Meetings, Bringing Ideas to the Table. Storage Solutions – Intelligent, Innovative, Integrated.

Attachment 2

*

9	What are your company's expectations in the event of an award?	Our overall goal, if awarded, is to continue to grow our ability to offer public agencies functional products with the latest designs and highest quality. Our ability to listen and understand the customer's needs will continue to be one of our main goals in the relentless drive to make the Customer's experience with KI effortless. With the continued partnership with Sourcewell, we believe that we will continue to grow our presence within these core markets. Sourcewell has consistently demonstrated the importance of support to awarded vendors and we expect that by continuing to share and enhance the same core values we can continue to grow our Educational and Government accounts by making them aware of the benefits of both Sourcewell and KI. *
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please find KI's Condensed, Consolidated balance sheet for 2017/2018, Surety Letter and a copy of our current insurance certificate for your review. *
11	What is your US market share for the solutions that you are proposing?	Since KI is a privately held, 100 percent employee owned company, we prefer to keep certain information confidential. However, KI defines our business via what we term as "Core Markets". To be a KI Core Market means we must currently maintain a Top 3 position or can attain a Top 3 market share position in a relatively short number of years. Higher Education, K-12 and Government markets are all Core Markets for KI. KI has an experienced team in place that follows this market share and is extremely committed to maintaining and growing those positions. *
12	What is your Canadian market share, if any?	KI has have the same commitment to Core Markets in Canada that we have in the United States and other countries throughout the world. We will continue to grow and gain market share on all of our "Core Markets". *
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	KI has never petitioned for bankruptcy protection. *
14	How is your organization best described: is it your written authorization to act as a distributor with your sales and service force and with your	KI is a manufacturer, but not only do we make the products, we have the capability to fulfill these orders direct to the member or through a local distributor of their choosing. KI also has the ability to service direct through our Service subsidiary, a one stop shop. At KI, we believe that the only customer who matters is you – you are our Market of One. So we've structured everything from our service and support teams to the manufacturing floor to be nimble and adaptable to your needs. • Dedicated Service – You will have a team of experienced KI professionals assisting you through the furniture procurement journey. In addition, you have 24/7/365 access to your order information from any electronic device via ki.com/orderstatus. • Fulfillment Freedom – While we offer space planning, shipping and installation services, we will never limit you to working with agencies owned or affiliated strictly with KI. Rather, we will gladly collaborate and coordinate with any partner, dealer and/or installation entity YOU choose. KI does not prescribe to preset distribution channels. Rather, we deploy local KI representatives to work directly with you. KI's approach provides alternative procurement methods that allow you, not the manufacturer, to determine the best means to manage ordering and fulfillment activities. It also provides you the opportunity to reduce costs via bypassing the traditional dealer/"middleman" model, if required. This client-centric business model is the engine that continues to drive KI's growth and client satisfaction. Ultimately, clients appreciate the flexibility to make purchasing and fulfillment decisions according to their needs versus what may be most expedient for the manufacturer. *
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Please find all KI's licenses per state attached for your review. KI is authorized to sell products and provide services in all 50 states, the District of Columbia, and Canada. KI complies with applicable federal, state, local, and industry laws for each purchasing member where ever they are located. KI does work with third party certified service providers and obtains license verification and insurance certificates for all providers whom we work with. *
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	KI has not been subject to any suspension or disbarment in the past ten years or ever. *

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Seating - Stack and Guest Seating - Task Seating - Lobby & Lounge Seating - Folding Chairs and Stools - Multiple Seating Storage - Files and Storage - High-density and mobile storage systems Technology Support furniture - Desking - Powered Tables - Tables - Accessories Systems/Modular Furniture - Desking - Casegoods - Panels - Accessories Library Furniture - Tables and Chairs - Lobby & Lounge Cafeteria Furniture - Tables - Folding Tables - Seating and Chairs Early Childhood Furniture - Tables - Seating and chairs - Storage Audio Visual Furniture - Tables - Accessories Training Furniture - Tables - Desks - Seating and Chairs - Stools Educational Office Furniture - Tables - Desking - Accessories - Seating and Chairs Auditorium/Fixed Seating & Tables Demountable Walls Residence Hall Healthcare - Sleepers - Chairs - Recliners - Casegoods Freestanding Classroom and School Furniture - Tables - Desking - Seating and Chairs - Storage - Accessories Upholstery	Attachment 2 *

Table 3: Industry Recognition & Marketplace Success

Attachment 2

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Product Design 2019 BUILDINGS™ Editor's Choice – Hiatus Sleeper Bench 2018 A4LE LE Awards, Solution Provider Award – Ruckus Collection 2018 BUILDINGS™ Production Innovation Grand Award (1st Place) – Tattoo Collection 2018 BUILDINGS™ Product Innovation Merit Award (2nd Place) – Ruckus Mobile Height-Adjustable Lectern 2018 Best of NeoCon® Gold – Tattoo Collection 2017 Nightingale Award, Gold – Patient Seating – Ruckus Task Chair 2017 Best of NeoCon® Gold – Ruckus Collection 2017 Best of NeoCon® Gold – Universal Height-Adjustable Screen 2017 Best of NeoCon® Gold – Pallas Loft Collection 2017 BUILDINGS™ Production Innovation Grand Award (1st Place) – Ruckus Collection 2016 Nightingale Award, Gold – Fabrics & Textiles Category – Pallas Gaia Collection 2016 Nightingale Award, Silver - Conference Seating Category – Doni Seating Collection 2016 EdSpaces Innovation Awards, Seating Category Winner – Ruckus Collection 2016 EdSpaces Innovation Awards, Best in Competition – Ruckus Collection 2016 BUILDINGS™ Product Innovation Merit Award (2nd Place) – MyPlace Lounge Collection 2016 BUILDINGS™ Product Innovation Merit Award (2nd Place) – Lightline (Freeform) Architectural Wall 2016 Best of NeoCon® Gold – MyPlace Lounge Collection 2015 Best of NeoCon® Gold - Evoke Architectural Walls 2015 Best of NeoCon® Silver - Soltíce Metal Collection 2015 Best of NeoCon® Innovation Award - Sway Lounge Collection 2015 #9 Contract Magazine Ranking Health Care Textiles Category – Pallas Textiles Business and Industry 2018 – Weyenberg Prize for Business Excellence 2018 KI was awarded the Weyenberg Prize for Business Excellence, co-sponsored by the University of Wisconsin – Green Bay and InitiativeOne Leadership Institute. The Weyenberg Prize seeks to honor business excellence – companies where transformational leadership, strategy development, and strategic execution are embedded deep within the corporate culture. Sustainability 2010-2019 Green Masters Award – Wisconsin Sustainable Business Council	*
19	What percentage of your sales are to the governmental sector in the past three years	KI's percentage of sales into the government sector over the past 3 years is between 5% and 25%. KI's product offerings allow for State and Local government to choose functional and quality products without sacrificing the most current styles and collaborative trends. KI experiences sales growth in the Government sector each year. (This growth does not include KI's Prison Industries programs).	*
20	What percentage of your sales are to the education sector in the past three years	KI's percentage of sales into the educational sector over the past 3 years is between 50% and 75%. KI proudly manufactures furniture solutions that support the freedom to move, a vital need and so much more. Supporting the development of world-class learning environments has been – and always will be – at the very core of KI. It's what we do best. KI has experiences growth in sales within the educational sector each year. KI education markets are critical to KI's vertical market strategy. The combined sales is ranked 1 and 2 within KI's vertical markets.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	KI holds cooperative purchasing agreements with groups such as NASPO, OMNIA and TIPS. KI also holds up to 26 State contracts. A growing number of States have adopted the Sourcewell cooperative and KI Furniture as their lead-state contract. Annual Sales per GPO and State contracts vary from $100K - $50 Million. Sourcewell is the most requested and utilized contract in KI's portfolio.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	KI holds a General Service Administration (GSA) Contract, number: GS-28F-0033P. Annually, KI performs in the range of $1 million - $50 Million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Tulsa Public Schools: East Central Library	Shawn Parks	918.746.9724	*
Stillwater Public Schools: Sangre Ridge Elementary Library	John Anders, Facilities Director	405.533.6340	*
Florida International University	Mark Marine, Manager of Administrative Services	305.348.7357	*
Department of Juvenile Justice: Fort Myers Youth Academy	Katrina Harvey	239.210.0934	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
College/ University	Education	Wisconsin - WI	Supplied good and services	Approximately $500K to $1M/project	Approximately $5M to $12M	*
College/ University	Education	North Carolina - NC	Supplied good and services	Approximately $250K to $1M/project	Approximately $1M to $8M	*
K-12 Public	Education	New York - NY	Supplied good and services	Approximately $250K to $500K/project	Approximately $500K to $5M	*
Local Government	Government	Minnesota - MN	Supplied good and services	Approximately $500K to $1M/project	Approximately $1M to $8M	*
Local Government	Government	Florida - FL	Supplied good and services	Approximately $250K to $500K/project	Approximately $250K to $3M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

25	Sales force.	KI Locations or Sales Specialist Near You In addition to corporate headquarters, showro better understand your overall project objectives. KI has broken out the numbers below. National Support and Service: - 22 Showrooms – eight of which are international - 3 Divisions - 8 Manufacturing Locations – three of which are international Field Sales Force: - 74 Direct Sales Representatives - 87 Independent Sales Representatives - 13 Canadian Sales Representatives Corporate Support and Service: - 5 staff - Market Development Analysts - The goal of the Market Development area is to generate thousands of "qualified" project opportunities. These projects must be "new" to the field and not already registered in our internal database. - 54 staff - Inside Sales Support - KI has a dedicated Inside Sales Support area that works within a specific region to support customers, clients and sales representatives. This area includes actively marketing KI's product offering throughout their designated region. - 174 staff – Corporate Customer Service and other Support Teams - When a customer places a call to the KI customer service departments, a member of KI's Welcome Center who will then direct the call to the appropriate individual. KI is committed to providing customers with the most timely and accurate communication possible within a reasonable response timeframe. - Customer Service Agents are assigned to provide support and include the responsibility for handling all aspects of daily project coordination. The primary team contacts are based on expertise. - Customer Service Team Manager provides additional support in the overall coordination of an account's specific needs including designation of resources and project coordination logistics.
26	Dealer network or other distribution methods.	Dealer Network KI has 340 approved dealers and 58 approved dealer representatives c listing for your review. Spacesaver Corporation 23 US Area Contractor/Distributor 11 Canadian Distributors
27	Service force.	Division of KI – Corporate Services 52 Staff - Installation Management Services (Corporate Services): The Corporate Services team is comprised of customer focused, factory trained Regional Managers, Installation Supervisors and Certified Installers. Regionally based service teams are available for quick response. These Team Members are factory-trained and specialize in the installation, maintenance, and repair of all of KI's products - 9 Staff - Regional Managers - 31 Staff – Installation Supervisors - 9 Staff - Installation and Account Coordinators - 3 Staff - Project Managers - 153 – Certified Installers throughout the country

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Account Management We are transparent when it comes to your project, because we kr than a business transaction. Attachment 2 While you will have one main point of contact, know that an entire team will be working on your behalf. The cross-functional team includes tenured industry professionals who specialize in executing large and complex projects. The team is selected based on your needs, so in addition to your sales representative and customer service representative, team members may also be selected from design, manufacturing, finance or any other area of the business that could positively impact the outcome of your project. CENTRALIZED PROJECT MANAGEMENT KI's centralized approach to project management, offers clients a variety of critical benefits, including: • Intimate project knowledge and local representation • Access to an experienced corporate team of project managers • Access to a dedicated client support team, along with a single point of contact • Complementary CAD and other support services (including revisions) • Continuity and consistency in project management practices • Centralized data management LOCAL SUPPORT Your sales specialist is based out of your geographic area and can respond to your needs in person, if necessary. This person is responsible for your account as well as specific projects you have in progress and will work with you one-on-one to develop account management plans, discuss projects in progress, perform site reviews, etc. The sales specialist can also engage, when necessary, with his or her district sales leader who can provide account support while ensuring project integrity from start to finish. KI Customer Service Customer service agents interface with design/engineering, manufacturing and logistic departments to handle customer concerns and issues. Standard hours of operation are from 8 a.m. to 5 p.m. with fluctuation for specific geographic areas. When a customer places a call to the KI customer service department, the customer will be greeted by a member of KI's Welcome Center who will then direct the call to the appropriate individual. KI is committed to providing customers with the most timely and accurate communication possible and adheres to four-hour response timeframe. Please find the complete Customer Service Program attached for your review.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	KI and its Subsidiaries are authorized to sell and provide services in all 50 states, the District of Columbia, Canada and more. Neither KI nor its Subsidiaries are limited to any geographical area. KI and its Subsidiaries are able to service all of Sourcewell market segments through the proposed contract.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	KI and its Subsidiaries are able to fully serve ALL Sourcewell Member sectors that utilize commercial furnishings through the proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	KI and its Subsidiaries do not have any specific requirements or restrictions which apply to Sourcewell Members located outside the continental USA. For shipments destined to other U.S. states (outside the 48 U.S. contiguous) or foreign territories, delivery will be made to a prearranged port. Members shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Tradeshows KI will market and promote the Sourcewell contract during tradeshows with customized literature and signage. KI will actively participate in the AASA, NAEP, ASBO, NACO, NIGP and all the additional shows we participates in annually. KI attends approximately 50+ tradeshows a year.

Attachment 2

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Over the years, we've developed a keen eye and learned quite a bit about what works and what doesn't. And it's important to us to share that information with you...to inspire you and help you make smart furniture solutions. To that end, we have several resources where you can leverage our experience and get inspired! SOCIAL MEDIA For new product ideas and project inspiration, few social media sites have proven more valuable and visual than Pinterest. We've curated endless boards for cool training spaces, work styles, active design, various products, architectural walls, quotes we love, cities we've visited and our favorite -- #designmoves. If you're looking for inspiration, here's where you'll find it – PINTEREST. In addition, you can also engage with us on these social channels: facebook, twitter, snapchat, Instagram and YouTube. ELECTRONIC CATALOGS We've developed a catalog for each of our core markets. Each catalog offers insights on the market, real-world images, thought-starters and space planning ideas as well as product recommendations. You can flip through the catalogs here or order a printed copy on KI.com. Higher Education Solutions Catalog K-12 Solutions Catalog Healthcare Solutions Catalog Business Solutions Catalog THOUGHT LEADERSHIP White Papers: Our product design is based on human-centered design. We are often in the field observing, interviewing and experimenting. In addition, our market leadership team is always researching and investigating how our furniture can support the way you work, learn, relax and heal. We've compiled that information into several white papers to help you plan the perfect environment. The Learner's Journey Collegiate/Workplace Design Improving Clinic Design Understanding Active Design KI Blog: If you don't have time to thoroughly read a white paper, you can glean a lot of infor thought leaders.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Marketing Sourcewell proactively and jointly market KI's contract to agencies nationwide throughout the United States through a network of major sponsors (AASA, NAEP, I-ASBO, NACO, NIGP) and state-level sponsors. In addition, Sourcewell staff will enhance the Supplier's marketing efforts through in-person/phone meeting with public agencies, participation in key events, tradeshows, web site, social media, publications, and by providing online tools to the Supplier's sales force. Training Anticipate that Sourcewell would be dedicated to the training and education of KI's s Sourcewell contract. Knowledge Management Support Anticipate Sourcewell would provide resources and tools that marketing, training, and targeting data.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	KI offers an e-procurement ordering process via third party technologies. These private "purchasing portals" are available for qualified requests. KI customers use the e-procurement system as a means of transacting online purchase orders via private web pages, individually loaded with customer-approved style and finish options as well as contract pricing. These electronic systems allow numerous locations and purchasing entities to utilize one central method of submitting purchase orders, which streamlines paperwork and improves communication.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	KI provides published installation/ assembly instructions and user / maintenance manuals for products directly to the client at no additional cost. Along with written information, KI personnel can provide hands-on product training. This valuable face-to-face interaction between knowledgeable KI employees and client facilities personnel provides a proactive learning experience and offers a forum in which to raise questions and discover the most efficient methods of product handling. Once trained, facilities personnel can handle a wide range of product maintenance procedures, eliminating the need to hire outside labor for simple product adjustments. This would be an optional request at no additional charge. Attachment 2	*
37	Describe any technological advances that your proposed products or services offer.	Innovation KI is a unique contract furniture manufacturer. We use a Go-To-Market strategy to tailor products and service solutions to the specific needs of each customer. In fact, many of our "standard" products were born out of the need to solve a particular customer's challenge. Once we develop a furniture innovation, we share in the success of these personalized solutions by making them available to all our customers. Innovation is Part of Our DNA Innovation: Large Space Installation KI has demonstrated the ability to create unique, productive, ergonomically complete work environments based on our client's goals and objectives. Innovation: Implement IPD Process and Save Time KI continues to evolve the innovation proces maximize efficiency through all phases of design, fabrication and construction. The key to a successful IPD process is early trade involvement. KI recognizes that organizations that work on different projects can bring interesting points of view on how to handle specific workplace issues. Electricians and data management specialists can enlighten us on their challenges in managing technology and power that we can integrate with our product solutions. General construction works closely with KI, especially on movable wall projects, because interior architecture and furniture are so tightly entwined.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please reference KI Circular Economy Model - Attachment	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please reference KI Eco-Labels Ratings Certifications - Attachment	*

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As an equal opportunity employer, KI implements fair labor and business practices across all levels of the organization. Promoting a balanced playing field in the marketplace, KI follows basic guidelines when selecting subcontractors. Ensuring fair procurement of products and services, KI participates in the development, preparation and execution of individual subcontracting plans and monitors performance relative to each plan. The company's support of minority and women-owned enterprises is demonstrated through outreach efforts, internal guidelines and processes, contractual language and incentive plans. Some of the specific ways KI can meet supplier diversity initiatives include. Outreach efforts to obtain sources: • Contracting minority and small business trade associations • Contracting business development organizations • Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (Pro-Net) System. • Attending small, minority and women-owned small business procurement conferences and trade fair. Internal efforts to guide and encourage purchasing personnel: • Presenting workshops, seminars and training programs • Establishing, maintaining and using small, hubzone small, small disadvantaged and women- owned small business source lists, guides and other data for soliciting subcontracts. • Monitoring activities to evaluate compliance with the subcontracting plan KI also participates and cooperates in pertinent studies and/or surveys as well as periodic compliance reporting which show compliance with subcontracting plans. Please find “KI’s Minority Plan for 2019” attached for your review. You will also find the certification for each dealer partner listed on the approved dealer list attached for question 26. Dealer Network.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	KI has numerous unique qualities. • The Sourcewell member is the most important customer to KI. Some manufacturers have to keep their largest distributors happy and large distributors have to keep their key providers happy, KI is only concerned with providing the right solution for the Sourcewell members. • If standard furniture options just aren't working for you and you need an "outside the box" solution, look to Infinity from KI. Approximately 20% of all KI solutions fall into the category of Infinity, compared to an industry average of roughly 1%. Whether you want to modify an existing KI product or create something from concept, we can help. • The Education and Government customers are KI’s “Core Markets”. The Sourcewell members aren’t an opportunity market for us they are who we interact with on a daily basis to improve learning and productivity. • KI is 100% employee owned ESOP Company. Every employee/owner is responsible for and committed to doing the right thing, the right way, every time, because we all dependent upon it. • KI is a United States manufacturer. Some of the industry giants import up to 40% of their products sold in the United States. KI imports a much smaller percentage and is driven to create more local jobs who support Education and Government markets with their taxes. • KI has the broadest selection of products in the industry which allows for “1-stop shopping” which allows the Sourcewell member to attain the deepest discount tier more easily than having to select from multiple sources.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	KI has the ability to service Canadian customers through our Canada subsidiaries however there are barriers that exist regarding certifications which can be cost prohibitive. KI’s current submission does not provide a pricing structure for the international business, however should the Canadian demand increase, KI can look at the pricing structure and business practices required in order to service this geographic area in an effort to navigate the exchange rate and tax challenges.	*

Table 9: Warranty

Attachment 2

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Yes, KI's warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. Labor Warranty Further subject to the limitations set forth below, KI warrants that the KI product will be installed in compliance with all manufacturer specifications. If, during the ninety (90) days immediately following initial installation, KI reasonably determines that one or more aspects of the KI product was not installed according to manufacturer specifications, KI shall, at KI's expense, reinstall the affected components according to manufacturer specifications. KI shall be afforded reasonable access to all components suspected to require reinstallation in order to determine warranty coverage. Claims of alleged faulty installation made to KI outside the aforementioned ninety (90)-day period shall fall outside the scope of this warranty, and KI shall be under no obligation to provide any reinstallation services for untimely claims.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	KI's Lifetime Warranty applies regardless of the number of shifts the product is used each day, unless specified as an exception. All non-lifetime product warranties are a single 8 hour shift per day.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, KI at its option will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. KI reserves the right to determine labor method used during replacement of product.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	KI has the ability to provide a certified technician to perform warranty work in any geographical location. Each Sourcewell Member will be provided detailed information as to how to contact KI or KI's representative for warranty work.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	KI is the manufacturer and will cover all products that are part of our proposal.	*
48	What are your proposed exchange and return programs and policies?	KI is a just in time manufacturer and produces products according to a client's specific specifications, therefore an exchange option or program is not required. Product conforming to the specifications contained in KI's acknowledgement to Customer may not be returned to KI without KI's written consent, which consent may be conditioned upon Customer's agreement to pay re-handling and/or restocking charges and/or to prepay all freight charges on the return shipment. If a product is defective upon arrival, and if written notice of the defect is given to KI, both product and services will be covered by KI's warranty.	*
49	Describe any service contract options for the items included in your proposal.	KI will offer its full product line and our subsidiary companies product lines to Sourcewell. KI has an extensive educational portfolio, along with a full line of systems products, files & storage, seating, tables, lounge seating, healthcare, casegoods, architectural walls, and auditorium applications. KI also has factory trained technicians and installation partners throughout the US that can assist in fulfillment needs.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Payment on all KI invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, KI offers a lease finance option. The first and last monthly payments are required at the time of signing. Lease quotations subject to National Cooperative Leasing credit approval. Rates are based upon current market and subject to change without notice. Contact KI for a quote.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	KI uses the tools of SalesForce.com to store Sourcewell contract terms and discounting. Salesforce.com is tied to KI's proprietary quoting system in a way that once the Sourcewell contract number is loaded into the system, Salesforce.com auto feeds the discounting into the required Product fields of the quote. Each Sourcewell Purchasing option and tier has a unique contract number in Sourcewell to ensure proper costing is populated based on the customer requirements. KI is composed of a team of inside sales specialists, Regional Sales Representatives and a robust Dealer network. A select number of dealer partners have access to the proprietary quoting program and are trained on its use. All other Dealer network partners must request a quote from KI in an effort to ensure contract discounting compliance. Built into KI's pricing submittal is Dealer compensation. KI values the customer experience and finds great value in allowing the Customer to determine their comfort level in administering a purchase order direct to the Manufacturer or through their trusted Dealer network. Either way, KI makes sure that the end-user price is always based on the awarded contract discount. The unique Sourcewell contract numbers that were applied to the various Sourcewell procurement options (volume tiers and Delivered or Delivered and installed) are noted on the quote cover page and urged to be mentioned on the Members purchase order as an extra measure. Once a PO and accompanied quotation is received by KI's order entry team, they log in the order and order information including the Sourcewell contract numbers. KI's system has programing written to scan for the use of the Sourcewell contract and accrue the administration fee for future reporting and payment. On a quarterly basis KI's Contract Management department will run the reporting based on all of the Sourcewell contracts and input the data into the Sourcewell sales usage templates. The sales total is calculated based upon the agreed upon administration fee and a check from the accrued account is cut and accompanied by the sales usage report to the remittance address of Sourcewell. Over the last few years KI has invested many resources into programing a proficient way to have our procurement programs and automations take the guess work out of the compliances. The current enhancements have helped make a good process great and we are not about to stop there. Every year the KI team looks at how we can reinvest our efforts into making a Customer's experience better. To KI a Customer is defined as our internal team and partners, and anyone affiliated with KI and its business. Our goal is to continue to grow and find ways to make working with KI an effortless experience.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, P-Cards are accepted at time of order placement only, order needs to be $500 or less and be paid in full. There would be no additional costs to the Sourcewell Member if using this process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response * Attachment 2	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	KI will be providing a percentage discount off KI's published product price lists. In a continuing effort to improve efficiency and reduce our environmental impact, KI will no longer offer printed price lists. KI price lists are now available in electronic format (PDF) only. We have provided Sourcewell with direct links to all of KI product price lists. These price lists are also available at ki.com/planning/pricelists.aspx to download. It is best to rely on the electronic (PDF) versions of the price lists to ensure that you and your members are viewing the most recent pricing. As a manufacturer of commercial educational/office furniture, KI offers numerous options in colors, fabrics, laminates, styles, paint finish for every product we sell. Providing sku # for every option would entail literally millions of sku numbers. Product selections can be provided by KI Representatives or through our extensive dealer network.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Catalogs provided show "list pricing". KI will be providing a percentage discount off list pricing. Discounts will vary depending on product and geographic area. KI has established 4 "zones" that will cover our 48 contiguous states. Those 4 zones offer both a "dock" delivery option and an "installed" option for Sourcewell customers. Zone 5 has been established for Alaska and Hawaii. Zone 5 offers a "dock" delivery option only for port of exit. Delivery from continental US to HI or AK may have an additional charge. Installation, if requested, will be negotiated between the customer and the installer on a case by case basis. Using the total list price of a project, the tiered discount can then be determined. Please see the product discount spreadsheet under the Pricing Offered section of the RFP.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	KI's pricing policy is to always provide the "BEST PRICE" on all of its products, which eliminates the need for rebates, incentives, or additional discounts. It is KI's intent to provide Sourcewell and its members with the "BEST PRICE", based on the terms and conditions, as documented in the Pricing offer.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	KI will assist in the procurement of "Sourced Goods" (non-KI product) provided that the majority of the order is made up of KI Products. These items would be sold at cost plus a percentage. KI also has an internal group (Personalized Solutions Group), which takes product solutions and makes minor modifications to them, again to meet a specific client needs, application, or sustainability requirement. Personalized solutions allows KI the ability to create greater variety in products at desirable prices. These items would be quoted on a case by case basis.	*
58	Identify any element of the total cost of acquisition that is NO pre- delivery inspection, installation, set up, mandatory training	Not only has KI provided a discount for dock delivery but we have also provided an "installed" option for Sourcewell customers. Installation for HI or AK, if requested, will be negotiated between the customer and the installer on a case by case basis. Auditorium /Fixed Seating & Demountable Walls Architectural products a charges and are quoted on a project by project basis. Spacesaver Products Installation: Due to the customer nature of this equipment, it is quoted per project; however, installation charges for non-union, non- prevailing wage projects will not exceed 40% of list price for any product categories noted. Projects requiring prevailing wage or union wages must be quoted project by project due to local variations in wages and classifications of labor.	*

59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Products quoted as "Delivered Pricing", no additional cost will be given. Customer shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing. Accessorial Fees: Customer shall be responsible for the payment of all accessorial fees, including, but not limited to, charges necessitated by any of the following: • A need for special delivery equipment, including lift gates • The absence of a loading dock • Re-direction or re-consignment of product • Detention charges • Street unloads • Improper refusal of product • After hours/weekend installation • Union labor rates if required • Additional fees for installations in excess of 30 miles from closest servicing center and on full service installation orders less than $2,500. Auditorium /Fixed Seating & Demountable Walls Architectural products a transportation and are quoted on a project by project basis. Spacesaver Products Freight and inside delivery: is quoted per project lowest cost to each member.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	KI reserves the right to select the "best way" shipment methods and m a.m. to 3:00 p.m. for truckload or 9:00a.m. to 5:00 p.m. for less than other U.S. states or foreign territories, delivery will be made to a prea	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	KI's Discounting is zoned in a way to provide price relief to geographic areas. Within this structure KI provides multiple delivery options for each end users site conditions and specifics. A few of KI shipping methods are: • Parcel (FedEx or UPS) • Standard LTL • Truckload • Advance Shipment Notification (ASN) • Blanket Wrapping	*

Attachment 2

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Salesforce.com is communication tool used between the field sales organization and customer support at the corporate office. It gives real-time updates and instructions where needed and helps in product management, reporting, and contract management. Salesforce allows the company to provide one view of the customer to its internal employees and Sales Associates. All KI sales and support roles have visibility to the accounts, contract pricing, and contacts that interact with KI personnel in the order-to-cash cycle. They also have collaborative technology to share information on opportunities and cases. Sourcewell members that have a direct account, the KI contract number is listed on the account. This contract number will automatically appear on their orders when they are entered. If the Sorurcewell contract number is noted on the order or on the quote from the sales rep, then that contract number is entered on the order. KI's Process for tracking sales from distributors and/or dealers - On a weekly basis, reports of orders that are entered during the previous week are printed. - The end-user is determined on each order by checking th e- mailing the sales rep/de - The end-user of each order is then checked against the Sourcewell member list. If the end-user is listed on the membership lists, the contract number is added to the order. - At the end of the quarter, the EDI report is run, which captures all orders during that quarter with the Sourcewell contract number listed on it. - When a dealer would have purchased for a member, the contract number is listed in the notes and all of the member information is then listed on the report. - Showcase query is then used to put the EDI information into the Excel document. - The report is then again checked one last time to make sure end-users are still an existing member of Sourcewell. At this time the member's name, address and member numbers are also check for accuracy. - When all final checks are completed, the report is sent via email to Sourcewell. - The admin fee and letter is then to Sourcewell.	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	KI and its Subsidiaries would like to propose a 1% administrative fee calculated as a percentage of the contract sale price and to be payable to Sourcewell for facilitation and promotion of the contract opportunity.	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	
65	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Most important is the feedback from the customer. KI has taken on a major initiative in enhancing the customer experience. Through our continuous improvement of corporate processes and policy to our internal customer service training and our customer surveys KI believes that the customer's needs will continue to change, and KI must adapt with it. Every survey score is reviewed and any score that is low is flagged and a personal call is made by our leadership team to assist in improving the experience and learning what steps need to be taken to make this the exception.	*

66	Describe any industry testing procedures, quality controls and certifications that apply to the products proposed.	Commitment to Quality Everyone at KI – from the sales representative out in the field to key part of the equation. Attachment 2 To ensure our customers throughout the world feel assured that our products and services will meet their diverse quality requirements, we practice several quality performance measurements, including ISO 9001 certification, Six Sigma methodology, Kaizen processes and high ethical standards. We also incorporate environmental health and safety programs to ensure our business protects the health and safety of our employees, customers, vendors, communities and environment. KI's BIFMA Testing Lab certified Sourcewell can assure its members of the finest products by insisting that vendors meet acceptable quality standards. Those acceptable standards in the contract furniture industry are ANSI/BIFMA standards that test for stability, strength, durability and load. We qualify KI products to the applicable ANSI/BIFMA and UL test standards through independent and internal testing. KI is ISO 9001 registered, houses a state-of-the art and accredited laboratory testing facility with accurate equipment and fully trained personnel. *Copies of specific KI product test results are available upon request as required for product specifications, etc.* Our customers' appraisals of our performance, specifically quality, is of utmost importance to us. Please find the attachment titled BIFMA Testing for your review.
67	Describe your ability and plan to address member needs for collaborative space or open concept solutions and how your proposed products factor in to them.	FURNISHING KNOWLEDGE THROUGH DESIGN Design shapes how we see ourselves, drives emotion and ensures safety. Our approach to design uses platforms of simplicity, universality and connectivity. Through human-centered design, we create compelling environments by aligning culture, brand and functional objectives. The ideas behind this approach include adaptive design, increased user control, higher levels of engagement and a balance between the basic work styles (Focus, Interaction, Ideation and Regenerative) and behavioral needs of users. Whether you're furnishing a school, workplace, healthcare center or government facility, each space presents its own nuances and challenges. At KI, we've spent decades learning about each of these core markets. We apply that knowledge to designing furniture that meets each market's specific requirements for aesthetics, durability, functionality, flexibility and technology integration. We invite you to experience how we can collaborate to meet your furniture needs. We can help you design campus and learning spaces that support a variety of engaging activities and reflect the growing importance of innovation, collaboration and creativity as found in professional environments. KI will work with Sourcewell members through brainstorming and collaborative activities to uncover key insights for their specific projects.

68	Describe your design resources to develop or enhance culture, change management and integrated technology needs.	Infinity from KI At KI, we are uniquely positioned to bring your vision to life through our totally from scratch. Infinity from KI is a tried-and-true way for the KI team to engage with you to design and build the furniture you want and need -- personalized for your brand, your employees, your space. Inspiration can come from anywhere. Perhaps you like a standard KI product but you want to change a feature that we may not consider "standard" for that product. That's okay; we can do it! Or, perhaps you want to change everything about the product and create a totally new product. We can do that, too. See It Spec It See It Spec It allows you to view different fabrics, finishes and options on select products. With the click of a button, change the fabrics and finishes on select seating, tables, desking, benching, panel systems, storage and accessories. CAD/Revit Symbols Our CAD and Revit symbol library will quickly and accurately provide you with the product information you need to specify your project. Browse our 2D and 3D planning symbols available in DWG (CAD) or RFA (Revit) formats, compatible with a variety of planning and visualization software platforms. Learn more about our additional technologies, Encompass, 20/20 Technologies and Project Matrix. Images Browse, download and share images of KI furniture in myriad styles and applications. Surface Materials: Fabrics & Finishes Browse standard fabric and finish offerings and view specifications, colorways and product approvals.
69	Describe your ability to evaluate and enhance the utilization or return on investment for design alternatives utilizing your products.	KI has evolved over it's time to not just look at what products we can provide to an end user, but to act as visionaries, to see and understand what the Customer needs. Our design and development team is active among the Architectural and Design firms trying to get an understanding of what our customer in every market is looking for. Over time the way people work changes, and in some cases, history tends to repeat itself and a customer's needs can go full circle. That has never been more apparent than in todays markets and it is importance to stay ahead of those needs. By listening and networking within the core markets, our teams can assist in creating p efficiencies and certainly does not sacrifice its quality. We may have started out provid
70	Describe how your products are integrated or factor into a LEED certified facility.	Environmental Overview LEED Programs RECYCLED CONTENT (1-2 Points) All KI products contain varying percentages of recycled content based on the material, product, and any specific or variable requirements. REGIONAL MATERIALS (1-4 Points) Manufactured within 500 miles of the project location. Manufactured: Six manufacturing l depending on product. Raw materials: As a just in time manufacturer, material selection project locations will vary. CONSTRUCTION WASTE MANAGEMENT (1-2 Points) Packaging Material - All corrugate, plastic wrap, metal or plastic binding is recyclable. - Packaging options help to support LEED NC & CI – MR 2.1 and MR 2.2 Construction Waste Management or LEED EB - MR Prerequisite 1.1 Source Reduction and Waste Management. - KI can assist in creating an onsite recycling program with the General Contractor. LOW EMITTING MATERIALS (1-2 Points) SCS Indoor Advantage™ Gold Certificate can be found at: www.scsglobalservices.org

		- Qualifies for LEED low-emitting materials credits, complies with ANSI/BIFMA X7.1/M7.1, meets CA 01350. CERTIFIED WOOD (1 Point) Forest Stewardship Council (FSC) Certified FSC Chain of Custody verification @ www.fsc.org - Available by "special request" on wood options DAYLIGHT AND VIEWS: Daylighting (1-2 Points) Maximize interior daylighting strategies - Movable Walls and Systems with glass options HEALTH PRODUCT DECLARATIONS (HPD) (1 Point) - Health Product Declaration (HPDs) provide a full disclosure of the potential chemicals of concern in products by comparing product ingredients to a wide variety of "hazard" lists published by government authorities and scientific associations. - KI continues to add products to this list as we receive supplier information. LIFE CYCLE ASSESSMENT (LCA)/ENVIRONMENTAL PRODUCT DECLARATION (EPD) (1 Point) - LCA/EPD is a technique to assess the environmental aspects and potential impacts associated with a product. - Our goal is complete at least one LCA/EPD a year due to the time needed and the costs involved in gathering and creating documentation. - KI continues to add products to this list as we receive supplier information. RE-USE/RECYCLING (1 Point) - KI selects materials that can be recycled at the end of a product's use and designs its products so that it can be easily disassembled and separated for local recycling facilities. - Disassembly Instructions can be found online or by request. - We have resources and a National Program that will assist or remove product and either donate to a non-profit or recycle the product to eliminate it from the landfill. FACTS® CERTIFICAITON - The Facts certification mark is owned by the Association for Contract Textiles, Inc. (ACT) - A Facts sustainability rating indicates a textile has been evaluated for environmental, economic and social aspects across its life cycle. - Pallas currently has over 35 sku's that have been awarded this certification. LEED Other Credits: (1-4 Points) - Environmentally preferable interior finishes and furnishings, allows project teams to ea an Innovation point for purchasing products certified under ANSI/BIFMA e3 Furniture Sustainability Standard. - Enhanced Acoustical Performance: Design to meet STC Rating and reducing external and internal noise transmissions/ - Innovation Credits: o Pilot Credit 44: Ergonomic Strategy; Identify activities and ber equipment, and education. o Design for Flexibility o Regional Materials	Attachment 2
71	Describe your approach to serving members in state/local Government, education, non-profit, and how you will grow those markets using your products and the Sourcewell contract.	KI and its subsidiaries have been successful in continuing to grow our market share since the beginning of our relationship with Sourcewell in 2008. We believe that our values and passion to support the customer are strongly aligned. Both Sourcewell and KI value the relationships with the customer and continue to better understand how to support the Government and Educational sectors. KI has strong leadership and strive to provide training to our representatives regarding the importance of these aligned goals. In turn we understand the importance of being able to satisfy the customer's desire to work with specific local dealers/ contractors/ installers that other manufacturers who must utilize franchise dealers cannot. The advantage this presents is customer comfort, the ability to work with who they are comfortable with. Our goal is to continue to partner with other Sourcewell contract holders to promote KI product and the Sourcewell portfolio of contracts, for the betterment of its members. Our growth and success in these markets will continue to grow by instilling these values and offering this effortless experience to the Sourcewell members and any customer looking for a furniture solution.	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Attachment 2

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - 10. Financials strength and stability.pdf - Monday December 16, 2019 17:07:33
- Marketing Plan/Samples - 32. Marketing - Sourcewell---KI-Contract-Overview.pdf - Monday December 16, 2019 17:08:01
- WMBE/MBE/SBE or Related Certificates - 40. Minority (MWBE) Subcontracting Plan-2019.pdf - Monday December 16, 2019 17:08:10
- Warranty Information - 43. Terms-Conditions-Rights-and-Warranties.pdf - Monday December 16, 2019 17:08:21
- Pricing - 62.Pricing Sourcewell Discount Matrix.xls - Wednesday December 18, 2019 10:37:45
- Additional Document - Additional Documents.pdf - Monday December 16, 2019 17:20:07

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Guy Patske, Assistant Secretary , Krueger International, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

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

February 7, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Emily Garay, Administrative Analyst
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-019 authorizing the City Administrator to execute Amendment No. 4 to the Agreement with Peninsula Messenger Service for mail delivery for a not-to-exceed increase of One Hundred Seven Thousand Seven Hundred and Thirty Dollars ($107,730.00) for the term of January 1, 2023 to June 30, 2024

RECOMMENDATION:

Adopt Resolution 2023-019 authorizing the City Administrator to execute Amendment No. 4 to the Agreement with Peninsula Messenger Service for mail delivery for a not-to-exceed increase of One Hundred Seven Thousand Seven Hundred and Thirty Dollars ($107,730.00) for the term of January 1, 2023 to June 30, 2024.

BACKGROUND/SUMMARY:

The City of Carmel-by-the-Sea does not have house numbers. Nor does the community support the use of group or clustered mailboxes. Therefore, the use of post office boxes is an alternative to the United States Postal Service delivering mail directly to residential homes. The City contracts with a courier service, Peninsula Messenger Service, and pays for residential home mail delivery services for residents upon request.

On January 5, 2021, Council authorized the City Administrator to execute Amendment No. 3 to the Agreement with Peninsula Messenger Service to extend the term of the contract through December 31, 2022. In addition, Amendment No. 3 established a sliding fee scale for service based upon the number of post office boxes enrolled within the program. The purpose of this agenda item is to (1) extend the term of the Agreement through June 30, 2024 and (2) increase the not-to-exceed amount of the Agreement by One Hundred Seven Thousand Seven Hundred and Thirty Dollars ($107,730.00).

Peninsula Messenger Service has set fixed costs of operating, such as employees, vans, insurance, and post office box fees, a certain volume of accounts is required to provide this service. The number of post office box accounts from the period of July 2022 to January 2023 ranged from a low of 93 to a high of 96 with an average of 95 accounts. Peninsula Messenger Service has proposed a minimum of 25 accounts and the following fees as shown in Table 1, Proposed Fee Schedule.

Table 1: Proposed Fee Schedule

Number of Customers/Accounts	Monthly Fee
40 or less	$172.00
41-50	$135.00
51-65	$102.00
66-78	$ 88.00
79-98	$ 63.00
99-113	$ 52.00
114 or more	$ 49.00

FISCAL IMPACT:

The not-to-exceed contract authorization for the Agreement and the subsequent three amendments totals Three Hundred Twenty-Four Thousand Two Hundred Dollars and covered the term of January 1, 2019 to December 31, 2022. The fourth amendment is for the term of January 1, 2023 to June 30, 2024 for a not-to-exceed amount of One Hundred Seven Thousand Seven Hundred and Thirty Dollars ($107,730.00). The not-to-exceed amount includes up to Thirty-Five Thousand Nine Hundred and Ten Dollars ($35,910.00) for January 1, 2023 to June 30, 2023 and Seventy-One Thousand Eight Hundred and Twenty Dollars ($71,820.00) for July 1, 2023 to June 30, 2024. Upon approval of the fourth amendment, the total amount of the Agreement is Four Hundred Thirty-One Thousand Nine Hundred and Thirty Dollars ($431,930.00) for the term of January 1, 2019 to June 30, 2024.

The Fiscal Year 2022-2023 Adopted Budget includes Seventy-Eight Thousand Seven Hundred and Twenty Dollars ($78,720.00) for this service. The percentage of accounts that will be determined to be eligible based on the program criteria is unknown at this time.

PRIOR CITY COUNCIL ACTION:

1. On January 8, 2019, the City Council adopted Resolution 2019-003 to approve an agreement with Peninsula Messenger Service for mail delivery for the term of January 1, 2019 to December 31, 2019 for a not-to-exceed amount of Seventy Thousand Two Hundred Dollars ($70,200.00) (“Agreement”).

2. On January 7, 2020, the City Council adopted Resolution 2020-005 pertaining to the first amendment to the Agreement to (1) extend the term through December 31, 2021, (2) approve a rate increase from $39 to $41 per post office box and (3) increase the not-to-exceed amount by Seventy-Two Thousand Dollars ($72,000.00).

3. On January 5, 2021, the City Council authorized the second amendment to the Agreement by adopting Resolution 2021-003, which extended the term through June 30, 2021 and increased the contract amount by an additional Fifty-Eight Thousand Dollars ($58,000.00).

4. On July 7, 2021, the City Council authorized the third amendment to the Agreement by adopting Resolution No. 2021-035, which extended the term of the Agreement through December 31, 2022 and increased the contract amount by an additional One Hundred and Twenty-Two Thousand Dollars ($122,000.00).

ATTACHMENTS:

Attachment 1) Resolution 2023-019
Attachment 2) Peninsula Messenger Service Amendment No. 4

CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL
RESOLUTION NO. 2023-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 4 TO THE MAIL DELIVERY AGREEMENT WITH PENINSULA MESSENGER SERVICE FOR A TOTAL NOT-TO-EXCEED FEE INCREASE OF ONE HUNDRED SEVEN THOUSAND SEVEN HUNDRED AND THIRTY DOLLARS ($107,730.00) FOR THE TERM OF JANUARY 1, 2023 TO JUNE 30, 2024

WHEREAS, the United States Postal Service (USPS) typically delivers residential mail to homes in areas in which house numbers have been assigned, and, in areas in which no house numbers have been assigned, the USPS will deliver residential mail to a centralized location; and

WHEREAS, as the City of Carmel-by-the-Sea does not have house numbering, the USPS provides mail delivery service to residents through post office boxes at the post office located on 5th Avenue between San Carlos Street and Dolores Street; and

WHEREAS, the City currently contracts with a courier service, Peninsula Messenger Service, and pays for mail delivery service on behalf of residents; and

WHEREAS, Council approved the current agreement with Peninsula Messenger Services by adopting Resolution 2019-003 on January 8, 2019 and authorized Amendment No. 1 on January 7, 2020 (Resolution 2020-005), Amendment No. 2 on January 5, 2021 (Resolution 2021-003), and Amendment No. 3 on July 7, 2021 (Resolution 2021-035) ; and

WHEREAS, Amendment No. 3 expires on December 31, 2022 and the City wishes to continue service with Peninsula Messenger Service while the City implements changes to the home mail delivery program; and

WHEREAS, Carmel Municipal Code Section 3.12.140H allows for the dispensation of the bid process when “reasonably necessary for the preservation or protection of public peace, health, safety or welfare of persons and property”; and

WHEREAS, the City wishes to dispense with the bid process at this time to allow for continuity of service and to determine the number of account holders and whether the program is cost effective to continue in the future once program modifications are implemented.

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. 4 to the Mail Delivery Agreement with Peninsula Messenger Services to increase the contract by an amount not-to-exceed One Hundred Seven Thousand Seven Hundred and Thirty Dollars ($107,730.00) and extend the term of the contract from January 1, 2023 to June 30, 2024. The not-to-exceed amount includes up to Thirty-Five Thousand Nine Hundred and Ten Dollars ($35,910.00) for January 1, 2023 to June 30, 2023 and up to Seventy-One Thousand Eight Hundred and Twenty Dollars ($71,820.00) for July 1, 2023 to June 30, 2024. The amount of the total agreement from January 1, 2019 to June 30, 2024 is an

amount not to exceed Four Hundred Thirty-One Thousand Nine Hundred and Thirty Dollars ($431,930.00).

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of February, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dave Potter,
Mayor

ATTEST:

_____
Nova Romero, MMC
City Clerk

FOURTH AMENDMENT TO AGREEMENT
Agreement #: ADM-PMS-68-18-19

THIS **FOURTH** AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of February, 2023, amends the Agreement heretofore entered into between the CITY OF CARMEL-BY-THE-SEA, a municipal corporation, hereinafter referred to as "CITY", and **PENINSULA MESSENGER SERVICE, LLC**, hereinafter called "CONSULTANT".

RECITALS

WHEREAS, the CITY and CONSULTANT entered into an Agreement (ADM-PMS-68-18-19) for a not-to-exceed amount of Seventy Thousand Two Hundred Dollars ($70,200.00) on January 18, 2019 for mail delivery services; and

WHEREAS, the CITY and CONSULTANT entered into the First Amendment to this Agreement on January 14, 2020 to extend the term of the Agreement through December 31, 2021 and increase the not-to-exceed amount by Seventy-Two Thousand Dollars ($72,000.00) for mail delivery services; and

WHEREAS, the CITY and CONSULTANT entered into the Second Amendment to this Agreement on January 21, 2021 to extend the term of the Agreement through June 30, 2021 and increase the not-to-exceed amount by Fifty-Eight Thousand Dollars ($58,000.00) for mail delivery services; and

WHEREAS, the CITY and CONSULTANT entered into the Third Amendment to this Agreement on July 8, 2021 to extend the term of the Agreement through December 31, 2022 and increase the not-to-exceed amount by One Hundred and Twenty-Two Thousand Dollars ($122,000.00) for mail delivery services; and

WHEREAS, the CITY and CONSULTANT wish to extend the term of the Agreement to June 30, 2024 and increase the not-to-exceed amount by One Hundred Seven Thousand Seven Hundred and Thirty Dollars ($107,730.00).

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide on-site mail delivery services for the terms of January 1, 2023 through June 30, 2024, unless sooner terminated by the City in writing pursuant to the terms of the Agreement.
2. 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.
3. CONSULTANT shall invoice on a monthly basis. The CITY has an average of 95 accounts per month. As of January 1 , 2023, the monthly fee will be based upon the number of post office box accounts based upon the following sliding fee scale:

Peninsula Messenger Service Sliding Fee Scale

Number of Customers/Accounts	Monthly Fee Per Post Office Box
40 or less	$172.00
41-50	$135.00
51-65	$102.00
66-78	$ 88.00
79-98	$ 63.00
99-113	$ 52.00
114 or more	$ 49.00

4. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall not exceed amount of One Hundred and Seven Thousand Dollars ($107,000.00). Said amount shall include up to Thirty-Five Thousand Nine Hundred and Ten Dollars ($35,910.00) for January 1, 2023 to June 30, 2023 and Seventy-One Thousand Eight Hundred and Twenty Dollars ($71,820.00) for July 1, 2023 to June 30, 2024. The total for the Agreement and all subsequent amendments, including the Fourth Amendment, shall be Four Hundred Thirty-One Thousand Nine Hundred and Thirty Dollars ($431,930.00).
5. Except as set forth in this Amendment, the Agreement is unaffected and will continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendments the terms of this amendment will prevail.
6. 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.
7. 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.
8. If any term, condition, or covenant of this Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Amendment will not be affected and the Amendment will be read and construed without the invalid, void, or unenforceable provision.

CONSULTANT:

By: _____ Date: _____

CITY:

By: _____ Date: _____
Chip Rerig, City Administrator

ATTEST:

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

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

February 7, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Emily Garay, Administrative Analyst
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-020 authorizing the City Administrator to execute Amendment No. 3 to a Professional Services Agreement with Municipal Resource Group, LLC (MRG) for a new not-to-exceed amount of One Hundred Nineteen Thousand Five Hundred and Fifty Dollars ($119,550.00) and modify the scope of work, therein, by requiring additional services

RECOMMENDATION:

Adopt Resolution 2023-020 authorizing the City Administrator to execute Amendment No. 3 to a Professional Services Agreement with Municipal Resource Group, LLC (MRG) for a new not-to-exceed amount of One Hundred Nineteen Thousand Five Hundred and Fifty Dollars ($119,550.00) and modify the scope of work, therein, by requiring additional services.

BACKGROUND/SUMMARY:

The City utilizes a variety of consultants to assist and facilitate the development of complex projects impacting the quality of life within the City, especially with projects that require significant experience and expertise scoping fundamental processes. The City Administrator has entered into an agreement and City Council has approved the following amendments:

- On May 24, 2022 for a not-to-exceed cost of Fifteen Thousand Dollars ($15,000.00) for a Public Works Assessment with an end date of June 30, 2023.
- On July 13, 2022, City Council approved Resolution 2022-056 authorizing the City Administrator to execute Amendment No.1 for additional project development services from MRG for the initial planning of a parking management program and initial data gathering and recommendations for an ambulance consolidation project. Amendment No.1 increased the not-to-exceed amount to Thirty-Nine Thousand Nine Hundred and Seventy-Five Dollars ($39,975.00).
- On September 13, 2022, City Council approved Resolution 2022-079 authorizing the City Administrator to execute Amendment No.2 to the existing Agreement increasing the not-to-exceed amount to Forty-Six Thousand and Fifty Dollars ($46,050.00) with an end date of June 30, 2023 to provide facilitation for the City Administrator's annual evaluation process.

On October 4, 2022, City Council received a presentation on the history and impacts of traffic congestion and parking in the City. City Council provided direction to move forward with recommendations on the next

steps for exploration of a traffic congestion reduction and parking management program to begin after the new City Council was seated.

Staff conducted a review of Statements of Qualifications (SOQ's) submitted to the City and identified three (3) professional consulting services with expertise and specialized services pertaining to the development of traffic congestion reduction and parking management programs, public engagement processes, and plan development. Taking into account: expertise, familiarity with the geographical area and history of traffic and parking management programs in the City, hourly billing rates, and demonstrated ability to carry out the specialized needs of the City in exploring and implementing a public engagement and traffic congestion reduction and parking management program, staff identified MRG as the most qualified to carry out the specialized needs of the City in developing and implementing a traffic congestion reduction and parking management program including a public engagement plan. The additional consulting services by MRG will increase the agreement by Seventy-Three Thousand Five Hundred Dollars ($73,500.00) and the not-to-exceed amount to One Hundred Nineteen Thousand Five Hundred and Fifty Dollars ($119,550.00).

According to the Carmel-by-the-Sea Municipal Code, contracts exceeding Twenty-Four Thousand Nine Hundred and Ninety-Nine Dollars ($24,999.000) shall be entered into only by Council authorization.

FISCAL IMPACT:

The additional $73,500 funds will be requested during the FY 22/23 mid-year presentation to cover the costs.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1) Resolution 2023-020
Attachment 2) Amendment No. 3 - MRG

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MUNICIPAL RESOURCE GROUP, LLC FOR CONSULTING SERVICES FOR A NOT-TO-EXCEED AMOUNT OF ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED AND FIFTY DOLLARS ($119,550.00)

WHEREAS, on May 24, 2022 the City Administrator entered into a Professional Services Agreement with Municipal Resource Group, LLC, for project development consulting services in the amount of Fifteen Thousand Dollars ($15,000.00) for a Public Works Assessment; and

WHEREAS, due to the scope and complexity of the additional consulting services of developing an initial business district parking program for review and initial data gathering and recommendation for an ambulance consolidation project, the City Administrator authorized Amendment No.1 to increase the not-to-exceed amount to Thirty-Nine Thousand Nine Hundred and Seventy-Five Dollars ($39,975.00) and extend the contract term through June 30, 2023; and

WHEREAS, the City Council conducts an annual review and evaluation of the City Administrator; the City required the continued consulting services of Municipal Resource Group, LLC for its expertise in facilitating evaluation processes of Council-appointed positions, the City Administrator authorized Amendment No.2 to increase the not-to-exceed amount to Forty-Six Thousand and Fifty Dollars ($46,050.00) ; and

WHEREAS, additional professional consulting services are necessary to develop and implement a public engagement plan, traffic congestion reduction and parking management program, and the drafting of any City municipal code changes necessary for such a program; and

WHEREAS, staff conducted a review of Statements of Qualifications (SOQ's) submitted to the City and identified three (3) professional consulting services with expertise and specialized services pertaining to the development of traffic congestion reduction and parking management programs and public engagement processes and plans for such programs; and

WHEREAS, staff reviewed the SOQ's, taking into account: expertise, familiarity with the geographical area and history of parking management programs in the City, hourly billing rates, and demonstrated ability to carry out the specialized needs of the City in exploring and implementing a public engagement and traffic congestion reduction and parking management program; and

WHEREAS, with attention to the factors listed above, the City identified Municipal Resource Group, LLC as the most qualified to carry out the specialized needs of the City in developing and implementing a public engagement plan and traffic congestion reduction and parking management program in the amount of Seventy-Three Thousand Five Hundred Dollars ($73,500.00); and

WHEREAS, the funding beyond the original Professional Services Agreement and subsequent Amendment No.1 and Amendment No.2 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.3 to the Professional Services Agreement with Municipal Resource Group, LLC, for a not-to-exceed amount of One Hundred Nineteen Thousand Five Hundred and Fifty Dollars ($119,550.00).

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of February 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk

AMENDMENT NO. 3
AGREEMENT NUMBER 95-21-22
Project Consulting Services – Traffic Congestion Reduction and Parking Management Program

1. This amendment (the "Amendment") is made **by City of Carmel-by-the-Sea** and **Municipal Resource Group, LLC ("Consultant")**, parties to agreement 95-21-22 (the "Agreement") executed **on May 24, 2022.**

2. The Agreement is amended as follows:

    a. Section 1.A (Scope of Services) is amended and restated as follows:

    Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: Public Works Organization Assessment and individual or group coaching, division training and/or conflict resolution and relationship building; project development services for the initial planning of a business district parking management program, develop public engagement plan for traffic congestion reduction and parking management program, implement a public engagement plan, present findings of public engagement plan to City Council, and draft any necessary City Municipal Code changes necessary for a traffic congestion reduction and parking management program; and services for initial data gathering and recommendations for ambulance consolidation project; and facilitation of Council's evaluation process for the City Administrator's annual evaluation. The Scope of Services is attached hereto as "EXHIBIT A.3". The Scope of Services under this Agreement should include but not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto.

    b. Section 2.A (Compensation) of the Agreement is amended and restated as follows:

    Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept full as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Compensation & Fee Schedule ("EXHIBIT B.3"), in a total amount not-to-exceed One Hundred Nineteen Thousand Five Hundred and Fifty Dollars ($119,550.00). Such compensation is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budget 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.

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

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

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

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

CONSULTANT:

By: _____ Date: _____

CITY:

By: _____ Date: _____
Chip Rerig, City Administrator

ATTEST:

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

SCOPE OF WORK

The objective of this scope of work is to transition the Council's priority for traffic and parking concerns to an action item scheduled for presentation in late spring 2023.

Phase 1: Pre-Public Engagement

(Dec 2022-Jan 2023) - 101 hours

1. Design informational brochure and draft letter (for Mayor or City Administrator review) for public mailing to every Carmel residence and business. Letter asking for the public's involvement and input. Brochure to include:
    a. public meeting options
    b. info about web portal
    c. mention of free residential options
    d. technology options to avoid kiosks
    e. Reasons to consider having a traffic congestion/parking management program
2. "Coordinate and schedule" meeting spaces for public meetings (Carpenter Hall) and Farmer's Market.
3. Develop/print 1) written agendas, 2) PPT presentations, and 3) all supporting materials (handouts) for public-facing meetings/events.
4. If technically available from Carmel's Parking Management Vendor (T2), arrange for "customer experience" cell phone transaction demo account (T2 Mobile Pay) This will allow sampling by the public to occur in the public meetings or during the farmers' market events. This includes MRG input to T2 on design elements. Also, MRG to prepare an instructional/demo video of this process for linkage to the web portal (if T2 indicates this is not easily accomplished, MRG hours will not be needed).
5. With City staff, MRG to coordinate the development of various concept maps for web, presentations, and meetings (Prepared by City Staff with input from MRG—includes printing on the City's plotter for larger maps used in meetings or farmer's market) This includes the following map concepts—optimally, an on-line "master map" experience should include added detail upon "zoom-in" and reduced detail as "zoom out":
    a. employee parking
    b. parking areas where payment may be required
    c. concepts for kiosk placement (if any)
    d. free parking options
    e. surface lots and on-street parking space counts
    f. conceptual permit parking/time restricted "buffer" areas
6. With City staff, develop/design web portal (deployed by City Staff with source/raw source data from MRG as needed)
    a. Historical information (both Walker Reports)
    b. Add all brochure information (but in web format)
    c. Public meeting invitation/information
    d. Various technology links
    e. All conceptual maps
    f. Financial impact section
        1. Possible uses for funds: a) bike lanes, b) walking path improvements, c) existing unfunded capital projects, d) downtown master plan, e) future parking structure (if needed), f) other future need
        2. Revenue projection example (718 spaces)
    g. Video recordings of all previous public meetings (starting with CC meeting of 10/4/22) —(video and recording equipment for meetings provided/set-up by City Staff)
    h. Q and A blog (monitored and routine responses from MRG during engagement period)

Phase 2: Public Engagement
(Jan-Apr, 2023) - 164 Hours

TYPE/STEPS	DESCRIPTION
Community Info Mailing (0 hours, Note: completed at phase 1)	Direct mail, one per residence (mailing completed by City staff) Designed to convey draft program Info Communicates public meeting schedule Brochure-style Informational Document Included
Farmers Market Booth (x2) (Note: attendance, prepare for each meeting, and note/summarize results)	Table with Handouts and Display (10am-2pm) Brochure, Kiosk Demo, Pay-by-Phone Info, staff present
Web portal - (While designed in phase 1, at this stage: MRG to actively monitor/respond, and arrange for adding new details/materials during entire engagement period. Additionally, log results and summarize for later reports)	Hub for Parking Info as Meetings Occur and Program Unfolds Meeting Schedule/Agenda Reports/Data Maps/parking space counts Proposed kiosk locations (if any) Technology Connections (vendor videos)
Meeting(s) with Business groups 1-Conjoining a Roundtable Meeting 2-Joint Restaurant/Inn-keepers (Note: attendance, prepare for each meeting, and note/summarize results for later reports)	90 Minute Program (Pre-meeting welcome, sign-in) 5 Minute Intro/agenda 30 Min Power Point 10 Min Show/Tell at Kiosk Sample 10 Min Map Review of Possible Parking Zones/Employee Parking 25 Min Q & A 10 Min parking Information Portal Demo
Four face-to-face community meetings Location: Carpenter Hall Timeline: Two per week (Note: attendance, prepare for each meeting, and note/summarize results for later reports)	90 Minute Program (Pre-meeting welcome, sign-in, distribute question forms) 5 Minute Intro/agenda/encourage questions (in writing) 30 Minute Power Point 10 Minute Break: (1) Gather Questions/Review (2) Show/Tell at Kiosk Sample (3) Map of Proposed Parking Zones 20 Minute Verbal Responses to Pre-Loaded Questions 10 Minute Parking Information Portal Demo
Council Parking Program Workshop Location: Carpenter Hall (Note: Includes attendance and preparation, but also to assemble materials, collapsing all information from engagement for dissemination, and coordinating such materials with the City Administrator)	2 ½ Hour Program 30 Min Staff Power Point (community input review) 5 Min Show/Tell w/Kiosk Sample 5 Min Demo of Pay-by-phone process 10 Min Map Review Parking Zones/Employee Parking 10 Min parking Information Portal Demo 10 Min Break 50 Min public input 30 Min City Council Discussion (and consensus building for staff)

Phase 3: Development of Action Items for City Council
(Apr/May, 2023) - 55 Hours

1. Building on potential consensus from City Council's Workshop at the conclusion of Phase 2, prepare a draft staff report to establish City Code for the City Administrator/City Attorney to review, edit, and amend.
2. Consult and assist the City Attorney in crafting new City Code for the above staff report (if needed).
3. Prepare a presentation for City Council, summarizing all materials from public engagement period (summarizing/presenting materials from draft staff report).

*** NOTE: This does not include implementation-oriented action by Council, which would be expected to follow a decision to establish a parking management program. Presumably, if the Council approves a program, it would be scheduled at a future date, allowing time for staff to organize infrastructure procurement and deployment. ***

MRG FEES

The estimate for the project as scoped is $73,500 which includes 320 hours of consulting services and $1,500 in travel and project-related expenses.

Expenses may include but are not limited to project supplies, printing of materials, fees, mileage reimbursement at current IRS rates, document production, and parking, etc. All costs and expenses will be invoiced at MRG's cost.

Additional work not contemplated in this proposal will be billed at $225 per hour and will begin only after agreed upon between the City and MRG.

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

February 7, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Chip Rerig, City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2022-021 adopting the City of Carmel-by-the-Sea At-Will (Unrepresented) Classification Salary Plan in accordance with Municipal Code 2.52.520 as of January 1, 2023

RECOMMENDATION:

Adopt Resolution 2022-021 adopting the City of Carmel-by-the-Sea At-Will (Unrepresented) Classification Salary Plan in accordance with Municipal Code 2.52.520 as of January 1, 2023.

BACKGROUND/SUMMARY:

At the end of December 2021, staff presented to City Council Resolution No. 2021-077 to update the Management Pay Schedule / Salary Schedule to bring salaries up-to-date after 15 years to deal with compaction and to aid in the ability to attract and retain employees. During this meeting, City Council provided direction for staff to return to Council after labor negotiations were completed and approved with the labor units (General and Management Unit, an affiliate of LiUNA, POA, and Ambulance) if the increases caused compaction and/or misalignment for City Council to review the salary adjustments for the At-Will (unrepresented) group.

On September 13, 2022, City Council approved the following salary increases as follows:

General Unit, an affiliate of LiUNA	7% effective July 1, 2022 4% effective July 1, 2023
Management Unit, an affiliate of LiUNA	7% effective July 1, 2022 4% effective July 1, 2023
Police Officers Association (POA)	POA sworn employees base salary increased 32%-47% dependent of the new defined three (3) step salary schedule.

Based on the increases within the different bargaining units, compaction and higher salaries for subordinates and/or comparable classifications have a lower salary. Below are three examples of misalignment:

Barg	Classification	Salary

	Unit		
1	At-Will	Police Commander	$131,221 - $159,500
	POA	Police Sergeant	$148,635 - $161, 151

2	At-Will	Administrative Analyst	$77,212 - $93,844
	General	Finance Analyst	$82,617 - $103,435 (July 1, 2022)
			$85,924 - $108,201 (July 1, 2023)

3	At-Will	Environmental Compliance Manager	$108,388 - $131,726
		Project Manager	
		Building Official	
	Management	Senior Planner	$112,528 - $136,760 (July 1, 2022)
			$117,020 - $142,230 (July 1, 2023)
	Management	City Forester	$115,980 - $145,169 (July 1, 2022)
		Public Works Superintendent	$120,619 -$150,974 (July 1, 2023)

As indicated, At-Will (unrepresented) employees are not recognized nor represented for the purpose of collective bargaining and meeting and conferring over salary, benefits, and work conditions. For the At-Will classifications, once the salary range is created and established, the salary remains static and does not increase unless approved by City Council.

In an effort to use the same concepts and interests used in all of the labor negotiations of maintaining service levels, /service quality and employee retention/recruitment, staff is recommending the salary adjustment of 7% effective January 1, 2023 and 4% effective January 1, 2024 in an effort to remain competitive and align with the General and Management Units, an affiliate of LiUNA increases.

FISCAL IMPACT:

The At-Will (unrepresented) annual payroll is $2,298,831. Year 1 salary increase (7%) is $160,918 and $80,459 would be requested for the half year during the mid-year budget. Year 2 salary increase (4%) is $98,389 and will be budgeted in the FY 23/24 budget. The fiscal impact does not reflect the increases to the CalPERS pension liability (UAL).

PRIOR CITY COUNCIL ACTION:

The City Council directed staff to return with this matter after completion of negotiations with organized labor.

ATTACHMENTS:

Attachment 1) Resolution 2023-021
Attachment 2) Exhibit A

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA APPROVING THE AT-WILL (UNREPRESENTED) CLASSIFICATION SALARY PLAN IN ACCORDANCE WITH MUNICIPAL CODE 2.52.520 AS OF JANUARY 1, 2023

WHEREAS, Municipal Code 2.52.520 and amendments thereto provide, among other things that the City Council establish the legal current salary range from the salary schedule for each class of position.

WHEREAS, the salary resolution is adopted annually or periodically by the City Council upon review and recommendation of the City Administrator; and

WHEREAS, the California Public Employee's Retirement Law, at Section 570.5 of the California Code of Regulations Title 2, requires the City to publish pay rates and ranges on the City's internet site and the City Council to approve the pay rates and range in its entirety each time a modification is made; and

WHEREAS, the At-Will (unrepresented) classifications do not receive Cost of Living Adjustments (COLA) or salary adjustments on an annual basis such as employees represented by bargaining units; and

WHEREAS, City Council has provided direction to increase At-Will (unrepresented) salary schedule to aid in the ability to attract and retain employees; and

WHEREAS, staff recommends that the City Council adopt the current City pay rates and ranges for At-Will (unrepresented) classifications (Exhibit A).

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

1. The City of Carmel-by-the-Sea City Council authorizes and approves the City of Carmel-by-the-Sea current pay rates and ranges (salary schedule) for City of Carmel-by-the-Sea At-Will (unrepresented) Classifications **(Exhibit A)**

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of FEBRUARY, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED: ATTEST:

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

CITY OF CARMEL-BY-THE-SEA
PAY SCHEDULE FOR AT-WILL (UNREPRESENTED) CLASSIFICATIONS
Effective January 1, 2023

PENDING City Council Approval January 1, 2023 (Reso#2023-021)

7% Increase

Grade	Barg. Unit	Classification	Resolution #	Effective Date	Minimum Annual Salary	Maximum Annual Salary
1	ATWILL	City Administrator	Resolution 2022-103	10/1/2022		$ 231,815.00
1	ATWILL	Assistant City Administrator	Reso. 2023-021	1/1/2023	$ 179,135.12	$ 217,739.65
	ATWILL	Public Safety Director	Reso. 2023-021	1/1/2023	$ 179,135.12	$ 217,739.65
2	ATWILL	Public Works Director	Reso. 2023-021	1/1/2023	$ 175,503.54	$ 213,325.90
	ATWILL	Community Planning and Building Director	Reso. 2023-021	1/1/2023	$ 175,503.54	$ 213,325.90
3	ATWILL	Police Commander	Reso. 2023-021	1/1/2023	$ 154,930.65	$ 188,320.00
	ATWILL	Library and Community Activities Director	Reso. 2023-021	1/1/2023	$ 154,930.65	$ 188,320.00
4	AT WILL	Finance Manager	Reso. 2023-021	1/1/2023	$ 140,406.47	$ 170,665.00
	AT WILL	Human Resources Manager	Reso. 2023-021	1/1/2023	$ 140,406.47	$ 170,665.00
	ATWILL	Information Services/Network Manager	Reso. 2023-021	1/1/2023	$ 140,406.47	$ 170,665.00
	ATWILL	City Clerk	Reso. 2023-021	1/1/2023	$ 140,406.47	$ 170,665.00
5	AT WILL	Environmental Compliance Manager	Reso. 2023-021	1/1/2023	$ 115,975.16	$ 140,946.82
	AT WILL	Project Manager	Reso. 2023-021	1/1/2023	$ 115,975.16	$ 140,946.82
	ATWILL	Building Official	Reso. 2023-021	1/1/2023	$ 115,975.16	$ 140,946.82
6	ATWILL	Senior Human Resources Analyst	Reso. 2023-021	1/1/2023	$ 95,647.30	$ 119,742.63
7	ATWILL	Deputy City Clerk	Reso. 2023-021	1/1/2023	$ 82,617.70	$ 100,413.08
	AT WILL	Administrative Analyst	Reso. 2023-021	1/1/2023	$ 82,617.70	$ 100,413.08
8	ATWILL	Executive Assistant*	Reso. 2023-021	1/1/2023	$ 83,100.48	$ 89,880.00
9	ATWILL	Administrative Technician	Reso. 2023-021	1/1/2023	$ 70,188.42	$ 85,352.30

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

February 7, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-022 ratifying an appointment to the Historic Resources Board

RECOMMENDATION:

Adopt Resolution 2023-022 ratifying an appointment to the Historic Resources Board.

BACKGROUND/SUMMARY:

City 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. The Historic Resources Board (HRB) has 1 unfilled vacancy for a full 4-year term expiring May, 2027.

Community Outreach during the recruitment period

- The Pine Cone published the recruitment on January 13, 2023
- Announcement in the City Administrator's Friday Letter
- Posted vacancy on City posting boards
- The City's website has a dedicated page regarding the recruitment and application to the Boards and Commissions

A total of 7 applications were received by the due date of January 25, 2023, and 1 applicant withdrew and declined an interview (Dan Lindsey).

Per the City's Municipal Code 2.74.010(D) regarding the HRB appointment process, "Members of the Historic Resources Board shall be nominated by the Mayor whose nomination shall be ratified by at least three members of and appointed by the City Council."

Mayor Potter and Mayor Pro Tem Richards comprised the Ad Hoc Committee and interviewed the applicants for the Boards and Commissions vacancies on January 30, 2023. The following individual has been identified as qualified to fill the vacancy and is recommended for appointment effective February 7,

2023:

Historic Resources Boardmember for a term ending May 30, 2027:
1) Erik Dyar

Recommendation:
Staff recommends adoption of the attached Resolution to ratify an appointment to the HRB.

FISCAL IMPACT:

None for this item.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1) Resolution 2023-022
Attachment 2) Applications Received for HRB (redacted)

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2023-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA RATIFYING AN APPOINTMENT TO THE HISTORIC RESOURCES BOARD

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, whenever a unfilled vacancies exit on City Boards and Commissions, 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 one (1) unfilled vacancy on the Historic Resources Board; 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 individual to serve on the following City Board effective February 8, 2023:

Historic Resources Board for a 4-year term ending May 30, 2027:
1) Erik Dyar

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of February 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dave Potter
Mayor

ATTEST:

Nova Romero, MMC
City Clerk

Attachment 2

City of Carmel-By-The-Sea

OCT 10 2022

Office of the City Clerk

voicemail is full 1/11/23 mk

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 Adam Jeselnick DATE 10/7/2022

RESIDENCE ADDRESS [redacted] Portola Avenue CITY Carmel ZIP 93923

MAILING ADDRESS Same as residence CITY _____ ZIP _____

RESIDENCE PHONE [redacted] BUSINESS PHONE [redacted]

EMAIL [redacted]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? 13 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.)	X
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:

As a local architect and business owner, I have had the opportunity to be involved with many projects that involve historic buildings or have an impact on the historic nature of the City's residential neighborhoods and commercial downtown. I believe that buildings with historic significance are worth preserving, and that the City guidelines and ordinances should be applied fairly to all applicants considering modifications to historic buildings. I think the diversity of architectural styles, from the early 1900s through today, is an integral part of Carmel's character - and one of the primary reasons why I enjoy living and working here.

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:

Monterey County Land Use Advisory Committe (Carmel Area) 2010-2013

Carmel Green Building Committee

Licensed Architect in the State of California

LEED Accredited Professional

Direct project experience with historic resources (commercial and residential) in Carmel-by-the-Sea, Monterey County, the City of Pacific Grove, and the City of Monterey.

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

Carmel Woods Neighborhood Association (Secretary)
Carmel Valley Rotary Club (Member)

Education:

Institution	Course of Study	Degree Year (s)
University of Notre Dame	Bachelor of Architecture	2004

Employment Experience (Start with Most Recent):

Organization: Adam Jeselnick Architect	
Position: Owner / Principal	Year: 2013-Present
Organization: Carver + Schicketanz Architects	
Position: Architect	Year: 2009-2013
Organization:	
Position:	Year:

Prior public service, civic or volunteer activities:

Organization: Carmel Woods Neighborhood Association (Secretary)	
Position:	Year: 2022
Organization: Building Board of Appeals	
Position:	Year:
Organization:	
Position:	Year:

[redacted]
Signature

10/7/2022
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
Attachment 2

DEC 12 2022

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 DiGirolamo DATE 4/9/2022

RESIDENCE ADDRESS Lopez [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? 7 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.)	X
Board of Appeals (once annually and on an as-needed basis)	

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

Revised July 16, 2019

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 a passion for our unique city, community, architecture, and resources. A resident since 2015, I have spent my free time here since 1997. I first came for the natural beauty, but soon discovered an equally vibrant community which I sought to join and contribute to. I have been supporting Carmel via Carmel Cares, and our coastal resources via The Marine Mammal Center, but seek more direct participation in Carmel's journey. Carmel is under increasing pressure to follow neighboring communities, which regret their lost resources and unique community. I am recently retired and would like to apply my diverse skills to help Carmel evolve into the future, while preserving that which makes us special.

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:

Professionally I have over 35 years of business, operational, and legal experience - running organizations, overseeing mission-critical programs, and executing complex change management. As a private individual, I have direct experience with Carmel's planning and historic preservation process, and our local historical & natural resources.

I recently restored the historic Henry Hill house on Lopez Ave (shown on the 2021 Home Tour). I worked early with the Planning Dept., Historic Resources Board, and a local architect to develop a modern renovation plan which was fully respectful to both Carmel and Henry Hill. I learned firsthand of Carmel's planning rules, Secretary of the Interior's Standards for the Treatment of Historic Houses, and the development process. I know what it takes to build within the rules in a way that balances personal and community needs.

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)
University of Michigan	MBA Finance / Marketing / Law	1988-90
University of Michigan	BSE Computer Engineering	1982-86

Employment Experience (Start with Most Recent):

Organization: Currently Retired	
Position:	Year:
Organization: Cisco Systems	
Position: Sr. Director Product Management, Operations, Monetization	Year: 1997-2021
Organization: APPA Computers	
Position: VP / GM	Year: 1986-1997

Prior public service, civic or volunteer activities:

Organization: Carmel Cares	
Position: Volunteer	Year: 2021 - present
Organization: The Marine Mammal Center	
Position: Rescue and Animal Husbandry	Year: 2019 - present
Organization:	
Position:	Year:

[redacted]
Signature

4 / 9 / 2022
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.

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 Neal Kruse DATE 1-13-23

RESIDENCE ADDRESS [redacted] Lincoln CITY Carmel ZIP 93921

MAILING ADDRESS P[redacted] CITY Carmel ZIP 93921

RESIDENCE PHONE [redacted] BUSINESS PHONE [redacted]

EMAIL [redacted]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? born in Carmel in 1950 - lived in Carmel since early 1980's

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.)	X
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:

My love of Carmel and my desire to do everything I can to maintain it's original "village/forest" character.

To participate in the process of application and significance of historic regulations to preserve our PRECIOUS stock of old homes.

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:

As a designer of homes, I have been involved in "historic" buildings and have some knowledge of the process of remodeling and restoring historic structures.

I have been designing and building residences and commercial properties in Carmel since the late 1970's. I have been before the planning commission for design review countless times over the years and am VERY familiar with the process.

I was Chairman of the 2016 Committee in 1990 through 1992, a committee appointed by the City Council to create a "vision" for Carmel, in the year 2016. This report has been reviewed by communities around the world.

For a period of approximately ten years, I created the "Homecoming Seminar Series", a three part seminar to explore the "psychology" of architecture particularly as it relates to individuals wishing to remodel or build a home.

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

I am co-chair of the Carmel Preservation Committee

Education:

Institution	Course of Study	Degree Year (s)
Sonoma State University	BA Psyhology	BA 1973
Member of the Environmental Design Research Institute	Environmental Psychology	in the 1980s

Employment Experience (Start with Most Recent):

Organization: Origin Design and Construction on Cannery Row Aeneas Cannery	
Position: Owner	Year: 1975 - 1985
Organization: Neal Owen Kruse Design	
Position: Owner	Year: 1985 - current
Organization:	
Position:	Year:

Prior public service, civic or volunteer activities:

Organization: 2016 Committe of Carmel	
Position: Chairman	Year: 1990 - 92
Organization: CSI CSI - Construction Specifications Insitute	
Position: Membership Chairman	Year: 1980's
Organization:	
Position:	Year:

[redacted]

Signature

1-13- 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.

Rec'd 9/28/22

lmsg 1/11/2023

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 Stuart Poulter DATE 10/18/2022

RESIDENCE ADDRESS [redacted] Mission Fields Road CITY Carmel ZIP 93923

MAILING ADDRESS [redacted] Mission Fields Road CITY Carmel ZIP 93923

RESIDENCE PHONE [redacted] BUSINESS PHONE [redacted]

EMAIL [redacted]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? 3 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:

As a student of history and professional in the field of land use and environmental planning, as well as a resident of the greater Carmel community, I have an interest and desire to serve the community in the best capacity I can. Through my professional experiences in the city and regional planning field, I have been exposed to numerous issues surrounding historic preservation at the local, regional, and state levels. Serving on Carmel's Historic Resources Board would present a truly unique opportunity for me to serve the community bringing a fresh and nuanced perspective to issues surrounding historic resources, heritage conservation and preservation planning.

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 have a substantial professional and personal interest in historic preservation/heritage conservation fields given my academic and professional training in the fields of history, historic preservation and city & regional planning. Eight years of professional planning experience including project management experience and CEQA/NEPA review for several projects involving historical resources. Project experience includes working with architectural historians/historic preservation specialists to identify potential historical resources under CEQA, identifying project impacts and mitigation strategies. Have participated in several professional development webinars and workshops through the California Preservation Foundation, Association of Environmental Professionals, and American Planning Association addressing several topics directly related to historic preservation issues and planning. Also during role as contract staff planner at City in 2017, prepared staff level historic evaluations of residential and commercial properties to determine eligibility for listing on City's Historic Resources Inventory and presented findings to HRB.

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

Full-time employee at EMC Planning Group, a land use and environmental consulting firm in Monterey. EMC has been a past consultant to the City of Carmel-by-the-Sea for various planning projects and services. Served as a contract staff planner for City's Planning Department in 2017.

Education:

Institution	Course of Study	Degree Year (s)
Cal Poly - San Luis Obispo	City & Regional Planning	2015
Santa Clara University	History/English	2008

Employment Experience (Start with Most Recent):

Organization: EMC Planning Group (Monterey, CA)	
Position: Senior Planner	Year: 2015
Organization: SWCA Environmental Consultants (San Luis Obispo, CA)	
Position: Intern/Environmental Technician	Year: 2014
Organization: Davis Wright Tremaine LLP (Bellevue, WA)	
Position: Legal Assistant	Year: 2013

Prior public service, civic or volunteer activities:

Organization: Carmel River Dads (Carmel River Elementary School parent organization)	
Position: Volunteer	Year: 2022-Present
Organization:	
Position:	Year:
Organization:	
Position:	Year:

[redacted]
Signature

10/18/2022
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.

Received
2:30pm 1/25/23

City of Carmel-By-The-Sea
JAN 25 2023
Office of the City Clerk
2:38pm

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 Lucinda "Cindy" Lloyd DATE Jan 25, 2023

RESIDENCE ADDRESS [redacted] CITY Carmel ZIP 93923

MAILIN [redacted] CITY Carmel ZIP 93921

RESID [redacted] MOBILE ~~BUSINESS~~ PHONE [redacted]

EMAIL [redacted]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? 81 years less 7 in England + 3 in Saratoga + college

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.)	X
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:
Life long interest in buildings in Carmel. My dad, Frank Lloyd, designed and built all our family homes. Architecture and aesthetics have interested me as long as I can remember. I was Walter Burkes secretary at one point introducing me to the design process for custom homes. George Brook-Kothlow designed a home I lived in. I drew scale drawings for the kitchen.

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:
My experiences listed above couplet with my activities within Carmel working to preserve her dignity, authenticity and character extend back many years. The formation of Carmel Heritage was due to my dad's protest to the demolition of Village Corner, the organization of Carmel Tomorrow and its Eventualy becoming Carmel Heritage. My mother, Marjory Lloyd, was one of the founders of CH, served on the board, as dist my late sister and I. Preservation of Carmel's history has run deeply in the Lloyd family from 1911 when my grandparents first came here.

Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:
Carmel Woods Neighborhood Association Board; CRA Board; Resident member of Carmel Beautification committee, WWI Memorial Arch Committee; Community + Cultural Commission (1988); Carmel Bach Festival Board (1988-89); Friends of Mission Trail Nature Preserve board

Education:

Institution	Course of Study	Degree Year (s)
UC Davis	Undeclared	—
MPC	Pre-nursing requisites	transferred
Hartnell College	Nursing School	AA RN
" "	Class President, Valedictorian	1977

Employment Experience (Start with Most Recent):

Organization: Community Hospital of the Monterey Peninsula (CHOMP)	
Position: Staff RN, Administrative Supervisor, Ward clerk	Year: 1970 - 2010
Organization: Walter Burde AIA	
Position: Secretary	Year: 1969 - 1970
Organization: Russell Williams MD + John Simpson MD	
Position: Medical Assistant	Year: 1967 - 1969

Worked as a garden designer associate in England 1996 - 2002

Prior public service, civic or volunteer activities:

Organization: CVNA	
Position: Landscaping public spaces	Year: 2014 to present
Organization: Friends of Mission Trail Nature Preserve	
Position: Weedies volunteer worker	Year: 2009 to present
Organization: Memorial Arch landscape committee member	
Position: Garden installer + on-going maintenance	Year: 2021 to present

[redacted]
Signature

1-25-2023
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.

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 JAN LINDSEY DATE 1-10-23

RESIDENCE ADDRESS 2ND [redacted] ES CITY CARMEL ZIP 93921

MAILING ADDRESS [redacted] OX [redacted] CITY CARMEL ZIP 93921

RESIDENCE PHONE [redacted] BUSINESS PHONE _____

EMAIL [redacted]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? 1 YEAR

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:
MY WIFE AND I RECENTLY MOVED FROM DENVER, COLORADO. I HAVE SO ENJOYED THE TOWN OF CARMEL AND LOVE THE UNIQUE ARCHITECTURE OF THE TOWN. I WOULD REALLY ENJOY HELPING THE COMMUNITY MAINTAIN ITS CHARM AND PERSONALITY. THE DUTIES FOR THE HISTORICAL RESOURCES BOARD LOOK GREAT AND I WOULD LOVE TO HELP OUT.

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 THE CITY OF LONE TREE AUDIT COMMITTEE BEFORE RELOCATING TO CARMEL.

Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:
I AM NEW TO THE AREA AND NOT CURRENTLY SERVING ON ANY OTHER BOARDS.

Education:

Institution	Course of Study	Degree Year (s)
FLORIDA STATE UNIVERSITY	FINANCE	1992
UNIVERSITY OF CENTRAL FLORIDA	ACCOUNTING	1993
UNIVERSITY OF FLORIDA	MBA	2003
CERTIFIED PUBLIC ACCOUNTANT	FLORIDA COLORADO CALIFORNIA	1996

Employment Experience (Start with Most Recent):

Organization: GRANITEROCK	
Position: VICE PRESIDENT AND CFO	Year: 2022 –
Organization: FLATIRON CONSTRUCTION CORP	
Position: VP OF FINANCE AND CORPORATE CONTROLLER	Year: 2017 - 2022
Organization:	
Position:	Year:

Prior public service, civic or volunteer activities:

Organization: CITY OF LONE TREE	
Position: AUDIT COMMITTEE MEMBER	Year: 2021
Organization: COLORADO HIGH SCHOOL CYCLING LEAGUE	
Position: TREASURER	Year:
Organization: UCF ACCOUNTING ADVISORY BOARD	
Position: BOARD MEMBER	Year:

[redacted]

Signature

1-10-23

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.

Office Location:

DYAR Architecture
The Carmel Plaza, Suite 301
South Side of Ocean Avenue between
Junipero and Mission
Carmel-by-the-Sea, CA

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 **Erik Dyar** DATE **December 5, 2022**

RESIDENCE ADDRESS [redacted] CITY **Carmel** ZIP **93923**

MAILING ADDRESS [redacted] CITY **Carmel** ZIP **93921**

RESIDENCE PHONE [redacted] BUSINESS PHONE [redacted]

[redacted]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? **My office has been located here since March 2018**

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.)	[redacted]
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:

Since I moved to the area in the early 1990's, I have had a powerful interest in preserving the historic resources and character of Carmel-by-the-Sea. Having served for many years previously on the HRB and as its Chair, it has been an honor to work with the Board, City staff, and the community. I find working with property owners who are upgrading their homes and buildings and make them functional for them into the future using adaptive reuse and modifications per the Secretary of the Interior's Standards is especially rewarding and gratifying. Incentivizing ongoing maintenance, upkeep and usability of historic resources is the best way to preserve their significance into the future.

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 have been practicing architecture in Carmel-by-the-Sea since the 1990's, so it has been my vocation to work with and develop a deep understanding of the character of Carmel-by-the-Sea and this context. Not only have done projects in proximity to historic resources, but I've worked on several restorations of and sensitive modifications to significant homes and buildings in the City. I think it is critical, as well, to have talented architects on the HRB (not to mention the Planning Commission). Not only is it possible for us to interpret the documents/drawings which describe the projects that come before the board with a high degree of accuracy to help make better decisions which are in the best interest of the community, but it allows us to have more empathy for the applicants and designers who come before the board, as well as, the ability to offer helpful suggestions on how to move things forward. I feel having this balanced perspective is important for the Board and City in treating applicants with fairness and respect. Obviously, my other relevant qualification is my many years experience previously being a member of the HRB. I believe my return will add to the institutional memory of the board and can be extremely helpful as the Historic Context Statement is continued to be updated and the 'Design Traditions' project is being worked on.

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

Carmel Music Society, Board Member
AIA Monterey Bay, Board Member

Education:

Institution	Course of Study	Degree Year (s)
University of Oregon	**Bachelor of Architecture**	**1990**

Employment Experience (Start with Most Recent):

Organization:	**DYAR Architecture**	
Position:	**Owner and Principal Architect**	Year: **2006 - Present**
Organization:	**John H. Thodos, Architect FAIA**	
Position:	**Associate**	Year: **1990 - 2009**
Organization:		
Position:		Year:

Prior public service, civic or volunteer activities:

Organization:	**Carmel Historic Resources Board**	
Position:	**Board Member, Chair**	Year: **2006 - 2022**
Organization:	**American Institute of Architects, Monterey Bay Chapter**	
Position:	**Board Member, Past President**	Year: **2017- Present**
Organization:	**Carmel Music Society**	
Position:	**Board Member**	Year: **2006 - Present**

[redacted]

Signature

December 5, 2022

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

February 7, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Marnie R. Waffle, AICP, Principal Planner
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Adopt Resolution 2023-023 authorizing a refund of a Track 2 Design Review application fee and Use Permit application fee in the amount of $5,846.25 to CRI on Carpenter, Inc.

RECOMMENDATION:

Adopt Resolution 2023-023 authorizing a refund of a Track 2 Design Review application fee and Use Permit application fee in the amount of $5,846.25 to CRI on Carpenter, Inc.

BACKGROUND/SUMMARY:

On May 4, 2022, Eric Miller Architects, Inc. submitted applications on behalf of CRI on Carpenter, Inc. for a Track 2 Design Review and Use Permit for the reconstruction of the Carmel Resort Inn hotel located on Carpenter Street between 1st and 2nd Avenues in the R-1 district. The application fees included $5,392 for the Design Review and $2,730 for the Use Permit.

On January 9, 2023, Don Desai, representing the ownership of CRI on Carpenter, Inc., submitted a request to withdraw the applications. This item is on the Council's agenda to authorize a refund of 75% of the permit fee costs, $5,846.25, in accordance with CMC Section 17.02.120 (Fees), which allows a partial refund of fees in the amount of 75% for applications that are withdrawn before a determination has been made as to whether the application is complete. The applicant submitted an application on May 4, 2022, and withdrew the application on January 9, 2023, prior to the application being deemed complete by staff.

CMC Section 3.06.060 (Return of Funds) requires refunds of $1,000 or more to be approved by Council. Specifically, Section 3.06.060 states that "from time to time it becomes necessary to refund certain permit fees, taxes, licenses, etc., in the normal course of City business. Upon recommendation from the Assistant City Administrator, the City Administrator or his/her duly authorized representative is authorized to approve such refunds in an amount not to exceed $1,000. All refunds over $1,000 shall require approval by the City Council."

FISCAL IMPACT:

Other than the cost of processing the refund, there is no fiscal impact to the City for issuing the permit fee refund.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

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

February 7, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Marnie R. Waffle, AICP, Principal Planner
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-024 Authorizing the City Administrator to execute a Professional Services Agreement with EMC Planning Group Inc., for a not-to-exceed fee of $239,145.00, to update the General Plan Housing and Safety Elements

RECOMMENDATION:

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

BACKGROUND/SUMMARY:

The City of Carmel-by-the-Sea last updated the Housing Element of its General Plan in 2015. The Housing Element is required under State law to be updated every eight (8) years in a manner consistent with the Regional Housing Needs Allocation (RHNA). The 6th cycle (RHNA 6) planning period is 2023 to 2031, and the City's RHNA is 349 housing units. The updated Housing Element will include policies, programs, incentives, and objectives to achieve the City's housing goals. The Housing Element Update will require adoption by the City Council prior to December 2023 to secure certification by the California Department of Housing and Community Development (State HCD).

The Safety Element of the General Plan was adopted in 2009. Recent State legislation requires that safety elements be reviewed and updated as necessary alongside the Housing Element 2023 – 2031 update. State law requires the Safety Element to address risks associated with disasters and other hazards identified by the community, including but not limited to flooding, wildfires, emergency evacuation, and climate change. The Safety Element must identify hazards and hazard abatement provisions and risk reduction strategies. The Safety Element will be updated concurrently with the Housing Element.

Consultant Selection Process

On December 9, 2022, the City released a Request for Proposals (RFP) soliciting proposals from qualified professionals to update the General Plan Housing Element and Safety Element. The RFP was advertised in the Carmel Pine Cone, posted on the City's website and directly sent to multiple qualified firms. As part of the RFP scope, the prospective consultant was asked to facilitate community engagement; present recommendations and gather feedback from elected officials and community members; prepare the updates for adoption; and coordinate with the State Housing and Community Development Department (HCD) to ensure certification of the Housing Element.

EMC Planning Group, Inc. and 4Leaf, Inc. submitted proposals to the City by the January 3, 2023 deadline. City staff held meetings with representatives of both firms to review the scope of the project and discuss the consultants' qualifications. A Selection Committee consisting of Community Planning and Building Director, Brandon Swanson, Principal Planner, Marnie R. Waffle, AICP, and Associate Planner, Katherine Wallace, found both firms qualified to complete the Housing and Safety Elements update. EMC Planning Group, Inc. (EMC) was ultimately selected because of their extensive local knowledge, their experience with other RHNA 6 Housing Element updates, and because the EMC proposal includes a project timeline for the City to meet the State's December 2023 Housing Element certification deadline.

EMC is located in Monterey, California and has provided land use, planning, and environmental consulting services to public agencies throughout California for 44 years. The firm has prepared housing elements for jurisdictions throughout the State, including several recently completed and certified elements, as well as on-going preparation of 6th Cycle Housing Element updates with the Town of Los Gatos and the Cities of Larkspur, Monte Sereno, Belvedere, and Sand City. EMC has a history of partnering with the City of Carmel-by-the-Sea. Past projects include but are not limited to the City's Local Coastal Plan and Mitigated Declaration (2000 – 2003) and the Coastal Engineering and Adaptation Planning project (2022, on-going). EMC is well qualified to assist staff with this Project.

As a result, staff is recommending EMC as the firm to contract with the City for this project. EMC will perform a majority of the technical work for the project, as well as policy guidance and project management. City Staff will support EMC throughout the calendar year as the project moves to completion. The Council is being asked to review and approve the Professional Services Agreement (Agreement) with EMC. The Agreement excludes an optional task related to California Environmental Quality Act (CEQA) compliance. The type of CEQA document required and the extent of related work is yet to be determined as this analysis depends greatly on the approach taken in the General Plan update. As the project progresses and CEQA requirements become better defined, EMC is qualified and prepared to complete a full CEQA environmental review responsive to the project. Work on any CEQA tasks will not be authorized to begin until a contract amendment is accepted by the City Council.

Project Scope of Work

The work is proposed to be completed throughout the 2023 calendar year. Staff will work with the consultant team to develop the Housing Element and Safety Element updates and obtain certification from the State HCD. Key tasks are outlined below:

Task 1 – Project Management and Coordination
Task 2 – Community Outreach and Engagement
Task 3 – General Plan Housing Element Update
Task 4 – General Plan Safety Element Update
Task 6 – Public Hearings, Final Adoption, and Certification
Task 7 – General Plan Amendment

Additional task details and associated deliverables can be found in Attachment 3 (EMC Housing and Safety Elements Update Proposal). Staff would return to the Council to authorize an Amendment to this Agreement before any work would begin on tasks related to CEQA compliance.

Schedule

EMC Planning Group proposes to commence work on the Housing Element update immediately upon execution of a contract and would work to complete the scope of services by December 31, 2023, which is the statutory deadline for completing the update. The Safety Element update will progress concurrently with

the Housing Element update. The table below connects milestones with goal dates through the process of providing deliverables.

Milestone	Implementation & Deliverables	Goal Date
Outreach Plan	Determine with staff the best process to enable support for a preliminary draft for HCD 90-day review according to AB 215.	February 2023
Sites Inventory	Present site options to the public and decision-makers for a CEQA path determination to be made in time for an EIR.	March 2023
Review of 5th Cycle Housing Element	Work with staff to review existing policies and programs as a foundation for the 6th Cycle draft update.	April 2023
Policy Recommendations	Present policy options to the public based on housing needs and public comments received.	May 2023
Draft Housing Element to HCD	Incorporate City-specific needs and researched best-practices for a preliminary draft to be reviewed by HCD.	June 2023
Revised Draft Housing Element to HCD	Prepare a revised draft Housing Element combined with all General Plan updates for a second HCD review.	Fall 2023 (final adoption Dec. 15, 2023)
CEQA Completion	Complete EIR, IS/MND, or Categorical Exemption for Public Hearings.	Fall 2023 (final adoption Dec. 15, 2023)
Public Hearings	Prepare a final revised draft Housing Element combined with all General Plan updates for Public Hearings and Final Adoption following a ready-to-certify letter from HCD for Certification.	Fall 2023 (final adoption Dec. 15, 2023)

FISCAL IMPACT:

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

Work on any CEQA tasks will not be authorized to begin until a contract amendment is approved by the City Council.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

Attachment 1 - Resolution 2023-024
Attachment 2 - Professional Services Agreement with EMC Planning Group for the General Plan Housing and Safety Elements Update
Attachment 3 - EMC Proposal

CITY OF CARMEL-BY-THE-SEA CITY COUNCIL

RESOLUTION NO. 2023-024

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 EMC PLANNING GROUP INC., FOR A NOT-TO-EXCEED FEE OF $239,145.00, TO UPDATE THE CITY OF CARMEL-BY-THE-SEA GENERAL PLAN HOUSING ELEMENT AND SAFETY ELEMENT

WHEREAS, the State of California Housing and Community Development (HCD) Department requires the City to update the Housing Element of its General Plan every eight years in a manner consistent with the Regional Housing Needs Allocation (RHNA); and,

WHEREAS, the 6th cycle (RHNA 6) planning period is 2023 to 2031; and,

WHEREAS, the City's RHNA is 349 housing units; and,

WHEREAS, State legislation requires the City to update its Safety Element concurrently with the Housing Element Update to address risks associated with disasters and other hazards including but not limited to flooding, wildfires, emergency evacuation, and climate change; and

WHEREAS, the City issued a Request for Proposals (RFP) on December 9, 2022, with a submission date of January 3, 2023; and,

WHEREAS, the City received two responsive proposals, from EMC Planning Group, Inc., and 4Leaf, Inc., and a selection panel of qualified reviewers (Community Planning and Building Director, Brandon Swanson, Principal Planner, Marnie R. Waffle, AICP, and Associate Planner, Katherine Wallace) reviewed the proposals; and

WHEREAS, the panel determined EMC Planning Group, Inc. (Consultant) best qualified to update the Housing and Safety Elements because of their extensive local knowledge, their experience with other RHNA 6 Housing Element updates, and because the EMC proposal includes a project timeline for the City to meet the State's December 2023 Housing Element certification deadline; and,

WHEREAS, the Consultant developed a scope of work to complete the Housing Element and Safety Element updates by the State's December 2023 deadline; and,

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

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

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

Authorize the City Administrator to execute a Professional Services Agreement with EMC Planning Group Inc., for a not-to-exceed fee of $239,145.00, to update the General Plan Housing Element and Safety Element.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of February, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter	Nova Romero, MMC
Mayor	City Clerk

PROFESSIONAL SERVICES AGREEMENT
for the Carmel-by-the-Sea
6th Cycle Housing Element Update and General Plan Safety Element Update
Agreement #

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

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced, and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

A. **Scope of Services**. Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: project management; community outreach and engagement; public hearings; final adoption and certification; and general plan amendments associated with the 6th cycle Housing Element update (2023-2031) and State mandated update to the General Plan Safety Element Housing Element Update (2023-2031) and consistency updates to the City's Safety Element. 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 sub-consultants and 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 "A," 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 "A" to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect to 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 the 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 "A"), in a total amount not-to-exceed Two Hundred Thirty-Nine Thousand One Hundred Forty-Five Dollars ($239,145.00). Such compensation is the "Maximum Authorized Expenditure" under this Agreement and includes a contingency of $33,000. This cost does not include the optional CEQA task, which is not to commence without written authorization from the City. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fees, hourly rates, reimbursable rates, and sub-consultant markup rates. The use of sub-consultants 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 the 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 been 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 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 sub-consultants and vendors of services or goods;

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

xiii. Copies of sub-consultant 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, sub-consultants, 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 "A").

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 Compensation & Fee Schedule (Exhibit "A"). All reimbursable expenses will be considered as included within the Maximum Authorized Expenditure. Consultant is solely responsible for payment to sub-consultants and vendors of services or goods, and the City is not responsible or liable for any payments to sub-consultants and vendors, either directly or indirectly.

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

i. Consultant must 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 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 sub-consultants 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 the final resolution of such disputes, litigation, appeals, or claims.

3. AGREEMENT TERM

A. **Term**. The work under this Agreement will commence on **February 8, 2023**, and must be completed by **December 15, 2023,** unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)," in a timely manner or in accordance with the agreed upon Change Order Project Schedule.

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

C. **Project Schedule**. Services must be completed by Consultant in accordance with the Project Schedule set forth 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 SUB-CONSULTANTS

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

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

i. Consultant may not substitute any key employee or sub-consultant listed in Exhibit "A" without the prior written approval of the City, and such approval will not be unreasonably withheld. The City will not approve the removal or substitution of employees or sub-consultants for the reason that Consultant or its affiliates have 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 sub-consultants, then Consultant may, upon written request from the City, replace such employee or sub-consultant. 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 sub-consultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.

C. **Sub-agreements with Sub-consultants.** Consultant will 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 is fully responsible to the City for all acts and omissions of sub-consultants and of persons employed by any sub-consultant.

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 the 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 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 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:	Marnie R. Waffle, AICP
Title:	Principal Planner
Address:	City Hall, Carmel-by-the-Sea, 93921
Telephone:	(831) 620-2057
Email:	mwaffle@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:	Ande Flower, AICP, MUP
Title:	Principal Planner, Project Manager
Company:	EMC Planning Group, Inc.
Address:	601 Abrego Street, Monterey, CA, 93940
Telephone:	(206) 697-6009
Email:	flower@emcplanning.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 ensure timely and adequate performance of this Agreement.

D. **Communications and Notices**. All communications between the City and Consultant regarding this Agreement, including the performance of Services, will be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other documents 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 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 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, sub-consultants, 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. An 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 are 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 in excess of the Consultant's insurance and will not contribute to 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 sub-consultants 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 are 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 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 must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence, and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work products of Consultant must comply with all applicable laws, rules, regulations, ordinances, and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.

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

D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee will evaluate the work. If the quality of work is not satisfactory, City, at 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 the 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, 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 the 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 sub-consultants 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, survive the expiration or earlier termination of this Agreement, and 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 sub-consultants 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 resolving 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 the 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 sub-consultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, 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 pertains 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 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. 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 sub-consultants, 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, an act of God or of the public enemy, an 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 and 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

_____
Printed Name 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, Key Personnel, Compensation, and Fee Schedule, and Project Schedule

E M C

Planning for Success.

January 3, 2022 (revised 1/25/2024)

City of Carmel-by-the-Sea
Marnie R. Waffle, AICP, Community Development Director
P.O. Box CC
Carmel-by-the-Sea, CA 93921

Re: Letter of Transmittal
Proposal for City of Carmel-by-the-Sea Housing Element (2024-2031)

Dear Mrs. Waffle:

Thank you for allowing EMC Planning Group the opportunity to respond to the City of Carmel-by-the-Sea Housing Element 2024-2031 Request for Proposal. Attached is one electronic copy of our proposal for your review.

The Project Manager for this policy update will be Ande Flower, AICP. Please let him know if you have any questions. You can reach him at flower@emcplanning.com or on his cell at 206.697.6009. We look forward to the opportunity to work with you on this project.

Sincerely,

Michael Groves, AICP
Senior Principal

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM
601 Abrego Street, Monterey, CA 93940 Tel 831-649-1799 Fax 831-649-8399
www.emcplanning.com

Attachment 3

Proposal

City of Carmel-by-the-Sea Housing Element Update (2024-2031)

January 3, 2023
Revised 01/24/2023







Prepared by

EMC Planning Group

PROPOSAL

CITY OF CARMEL-BY-THE-SEA
HOUSING ELEMENT UPDATE (2024-2031)

PREPARED FOR

Marnie R. Waffle, AICP, Principal Planner
City of Carmel-by-the-Sea
P.O. Box CC
Carmel-by-the-Sea, CA 93921
Tel 831.620.2000

PREPARED BY

EMC Planning Group Inc.
601 Abrego Street
Monterey, CA 93940
Tel 831.649.1799
Fax 831.649.8399
Ande Flower, AICP, Principal Planner
flower@emcplanning.com
www.emcplanning.com

January 3, 2023

Revised 01/25/2023



Table of Contents

1.0 EXECUTIVE SUMMARY 1-1

2.0 EMC PLANNING GROUP QUALIFICATIONS 2-1

2.1 Implementation Plan 2-1

2.2 Client References 2-2

2.3 Past Housing Element Projects 2-4

2.4 Carmel-by-the-Sea Work History 2-7

2.5 Public Outreach Experience 2-8

3.0 CONSULTANT PERSONNEL EXPERIENCE 3-1

3.1 EMC Planning Group Staff 3-1

3.2 Staff Resumes 3-2

3.3 Subconsultants 3-2

4.0 SCOPE OF WORK 4-1

5.0 DELIVERABLES 5-1

6.0 BUDGET AND FEE SCHEDULE 6-1

6.1 Budget 6-1

6.2 Fee Schedule 6-1

6.3 Optional CEQA Budget 6-1

6.4 Subconsultants 6-1

Attachments

Attachment A Staff Resumes

1.0 Executive Summary

EMC Planning Group team is pleased to submit this proposal for the City of Carmel-by-the-Sea ("City") Housing Element Update (2023-2031), along with consistency updates to the City's Safety Element. We understand the challenge posed by the draft 6th cycle regional housing needs allocation (RHNA) equaling 349 units for the City of Carmel-by-the-Sea. We have tailored a work program and approach that welcomes solution-oriented community involvement. We have assembled a team of consultants whose expertise dovetail to provide a full scope of services, including updates to the housing element, the safety element, and full CEQA environmental review responsive to the subsequent project. Our team has demonstrated competence in working successfully with residents and other members of the public in formulating goals and building consensus.

EMC Planning Group, located in Monterey, California, is celebrating 44 years in business, providing land use, planning, and environmental consulting services to public agencies throughout California. The firm has prepared housing elements for jurisdictions in various parts of California, including several recently completed and certified elements, as well as on-going preparation of 6th Cycle Housing Element updates with the Town of Los Gatos and the Cities of Larkspur, Monte Sereno, Belvedere, and Sand City. Carmel-by-the-Sea presents unique challenges and surprising opportunities to meet state requirements for affirmatively furthering fair housing. Through learning from community leaders, our process will encourage a vision for Carmel-by-the-Sea's future that is in keeping with the character and spirit of the community.

Over the course of 44 years, EMC Planning Group has gained rich experience in a broad range of planning and development disciplines. Our firm translates that experience into concrete, focused results in a time and cost-effective manner. EMC Planning Group's receipt of numerous awards and national recognition is one indicator that our clients and peers acknowledge our expertise.

EMC Planning Group's success and longevity are due in large part to the diversity, talents, and creativity of its team members. Our land use planners, environmental planners, housing planners, biologists, archaeologists, noise and air quality specialists, and land use designers are skilled professionals with the ability to deliver practical yet innovative solutions to land use planning, development design, environmental review, and regulatory compliance challenges.

The services presented below are representative of those EMC Planning Group delivers to its extensive public and private sector clients:

Advanced/General Planning: general plans, specific plans, local coastal programs, zoning codes, housing elements, sphere-of-influence studies, area plans, and vibrancy plans;

- As a result of the of the high level of demand in California for preparation of 6th Cycle Housing Elements, EMC Planning Group has put together a specific internal EMC Housing Team; and
- We have hired and are still hiring professionals with housing experience to meet the needs of agencies we work with.

Public Outreach: develop and implement public outreach programs;

Procedural Planning: contract planning staff services including development review process management, permit processing, policy and regulatory analyses, application preparation and completeness review, land use plan/specific plan preparation, zoning regulation preparation/review, preparation of project consideration packages (staff report, resolutions and ordinances, findings, etc.), environmental documentation preparation, public noticing, preparation of specialized technical documentation, coordinate and manage technical consultants, prepare and monitor project schedules and budgets, public outreach/participation, etc.;

Land Use Planning: development site selection and evaluation, site planning and design, master planning, permit processing, entitlement process coordination and management, local agency formation commission application processing, and project representation;

CEQA and NEPA Compliance Services: initial studies, environmental assessments, environmental impact reports, environmental impact statements, noticing, and findings;

EMC Planning Group is well suited to assist with the City of Carmel-by-the-Sea's planning needs because of its extensive experience in handling the more stringent demands of the 6th Cycle Housing Element update process and because of its long history of working in Monterey County and Carmel-by-the-Sea. We look forward to working with the City of Carmel-by-the-Sea to achieve HCD certification for the 6th Cycle Housing Element update.

2.0 EMC Planning Group Qualifications

2.1 Implementation Plan

EMC Planning Group proposes to commence work on the housing element immediately upon execution of a contract and would work to complete the scope of services by December 15 2023, which is the statutory deadline for completing the update. This tight timeline necessitates a process for rapid City review and collaboration. There are no City approval requirements prior to the initial draft submittal to HCD. We will work closely with staff to strategize the most effective, efficient, and supported method of production to enable submittal of the preliminary draft to HCD by June, 2023. HCD requires a 90-day review period with the preliminary draft, preceded with a 30-day public comment period according to AB 215. HCD's revision requests from that draft will guide any subsequent drafts. If made available, we will work with HCD to learn of their approach during a mid-cycle review meeting. Our goal is to not need HCD reviews subsequent to their first review.

In order to create enough time in the schedule for the possibility of a full EIR, the Sites Inventory will be the first decision point. Second, it is crucial to understand the effects and impact of prior Housing Element Cycles from City Staff in order to build on what works well in Carmel-by-the-Sea. Similarly, local knowledge to assist in understanding and to describe demographic shifts over time is essential to the narrative requirements of the 6th Housing Element cycle.

Our proposed implementation plan and estimated timeline to update the Housing and Safety Elements and obtain certification from HCD by December 15, 2023 heavily relies on cooperation and collaboration with City Staff in navigating decision-maker and public comments, concerns, and suggestions. The table below connects milestones with goal dates through the process of providing deliverables.

Within the following sections of this proposals, details support the overall implementation plan:

- Section 3.0 – Proposed staffing for the project, including the number of staff assigned, major roles of staff, and qualifications of the proposer's team members
- Section 4.0 – Scope of work, including the project schedule and details for each individual Task.
- Section 5.0 – Details for each of the Deliverables.

The proposed Implementation Plan follows:

Milestone	Implementation & Deliverables	Goal Date
Outreach Plan	Determine with staff the best process to enable support for a preliminary draft for HCD 90-day review according to AB 215.	February 2023
Sites Inventory	Present site options to the public and decision-makers for a CEQA path determination to be made in time for an EIR.	March 2023
Review of 5th Cycle Housing Element	Work with staff to review existing policies and programs as a foundation for the 6th Cycle draft update.	April 2023
Policy Recommendations	Present policy options to the public based on housing needs and public comments received.	May 2023
Draft Housing Element to HCD	Incorporate City-specific needs and researched best-practices for a preliminary draft to be reviewed by HCD.	June 2023
Revised Draft Housing Element to HCD	Prepare a revised draft Housing Element combined with all General Plan updates for a second HCD review.	Fall 2023 (final adoption Dec. 15, 2023)
CEQA Completion	Complete EIR, IS/MND, or Categorical Exemption for Public Hearings.	Fall 2023 (final adoption Dec. 15, 2023)
Public Hearings	Prepare a final revised draft Housing Element combined with all General Plan updates for Public Hearings and Final Adoption following a ready-to-certify letter from HCD for Certification.	Fall 2023 (final adoption Dec. 15, 2023)

2.2 Client References

EMC Planning Group is currently working on 6th Cycle Housing Elements that are on an earlier timeline than Carmel-by-the-Sea. Housing Element experience within the Association of Bay Area Governments' jurisdictions include the following:

Los Gatos

A HEAB-approved (Housing Element Advisory Board) draft Housing Element update was submitted to HCD on October 14, 2023. A revised draft will be brought to Council on January 30, 2023 for adoption. This Housing Element update has coincided with the Town's General Plan update, led by a different consultant. EMC Planning Group has kept the public aware of each step in the process via this dedicated website: https://engagelosgatoshousing.com/

Los Gatos contact:

Erin Walters, Associate Planner
Town of Los Gatos
110 East Main Street
Los Gatos, CA 95030

Phone: 408.354.6867
ewalters@losgatosca.gov

Monte Sereno

A draft Housing Element was submitted to HCD on October 11, 2023. A revised draft will be brought to Council on January 17, 2023 for adoption. Decision-makers have led a grass-roots campaign to promote secondary unit production through the next eight years. EMC Planning Group has kept the public aware of each step in the process via this dedicated website: https://AtHomeinMonteSereno.com/

Monte Sereno contact:

Diana Perkins, City Planner
City of Monte Sereno
18041 Saratoga-Los Gatos Road
Monte Sereno, CA 95030

Phone: 408.498.5283
Email: diana@cityofmontesereno.org

Larkspur

A Steering Committee reviewed draft Housing Element will be submitted to HCD before January 31, 2023. This Housing Element update has coincided with the Town's General Plan update led by a different consultant. Timing necessary for Land Use, Safety, and CEQA coordination has enabled a more comprehensive approach to Objective Development and Design Standards to coincide with Housing Element update adoption. EMC Planning Group has kept the public aware of each step in the process via this dedicated website: https://LivinginLarkspur.com/

Larkspur contact:

Elise Semonian, Community Development Director
City of Larkspur
400 Magnolia Avenue
Larkspur, CA 94939

Phone: 415.927.6713
Email: esemonian@cityoflarkspur.org

Belvedere

An unanimously recommended Planning Commission draft Housing Element update will be presented to City Council on January 9, 2023 for an HCD draft to be submitted prior to January 31, 2023. A feasible Sites Inventory for this City proved especially challenging to determine, given the multiple environmental hazards, cost of land, and community resistance to up-zoning. EMC

Planning Group has kept the public aware of each step in the process via this dedicated website: https://blueprintforBelvedere.com/

Belvedere contact:

Irene Borba, Director of Planning & Building
City of Belvedere
450 San Rafael Avenue
Belvedere, CA 94920

Phone: 415.435.3838

Email: iborba@cityofbelvedere.org

Sand City

Sand City Council has recently approved a contract for EMC Planning Group to move forward with producing the 6th Cycle Housing Element Update. Our Kick-off meeting is scheduled for later this month.

Sand City contact:

Charles Pooler, City Planner
City of Sand City
1 Pendergrass Way
Sand City, CA 93955

Phone: 831.394.6700
Email: Chuck@SandCityCA.org

2.3 Past Housing Element Projects

Below is a brief list of past projects EMC Planning Group has completed that are related to this proposal. This list includes relevant projects completed by Martin Carver, now a Principal at EMC Planning Group, prior to joining the EMC Planning Group team.

Cupertino

A full administrative draft Housing Element update was submitted in October, 2022, inclusive of a Council-approved Site Inventory and robust AFFH-focused outreach reports that tied recommended policies to the researched housing needs within the region. EMC Planning Group worked closely with staff to build decision-maker trust through a politically challenging environment housing capacity discussion. EMC Planning Group kept the public aware of each step in the process via this dedicated website: https://engagecupertino.org/community-outreach-efforts?next=/admin/sites/editors/hub-page/[hubPermalink]/live-preview

Cupertino contact:

Luke Connolly, Senior Planner

City of Belvedere
450 San Rafael Avenue

Belvedere, CA 94920

Phone: 408.777.1275

Email: LukeC@cupertino.org

San Juan Bautista 5th Cycle Housing Elements and Implementing Ordinances

The City of San Juan Bautista had not adopted its 5th Cycle housing element, and the City was required to adopt two consecutive four-year housing elements to return to the standard eight-year cycle. EMC Planning Group worked with the State Department of Housing and Community Development (HCD) to facilitate the adoption of an initial four-year housing element in September 2019 and a second four-year housing element prior to the December 2019 deadline. Both housing elements were certified by HCD after City Council adoption. EMC Planning Group accomplished completion of both housing elements, including several implementing ordinances, in the span of eleven months, and the City is now in compliance with State housing law and eligible for grants that are tied to that compliance.

EMC Planning Group prepared the 2015-2019 and 2019-2023 housing elements in compliance with all of the statutory requirements for housing elements, including public participation and adequate environmental review. The update process consisted of two well-attended community outreach meetings; ongoing consultation with HCD, obtaining data from appropriate sources; mapping and quantifying appropriate housing sites; and establishing policies and programs and quantified objectives to guide the City's housing development. The housing element updates accommodated the Regional Housing Needs Allocation established by the San Benito Council of Governments in the context of the general plan land use designations. EMC Planning Group also prepared all of the staff reports, resolutions, ordinances, and CEQA documentation associated with the housing elements. In order to receive state certification for the second four-year housing element, the City needed to adopt four ordinances to implement programs from the first four-year housing element, and EMC Planning Group prepared that set of ordinances for adoption by the City.

San Juan Bautista Contact:

Brian Foucht, AICP, Assistant City Manager/Community Development Director
Phone: 831.623.4661
Email: acm-cddirector@san-juan-bautista.ca.us

Don Reynolds, City Manager
Phone: 831.623.4661
Email: citymanager@san-juan-bautista.ca.us

City of Newman 3rd, 4th, and 5th Cycle Housing Elements

Mr. Carver prepared housing element updates for the City of Newman in 2003, 2008, and 2015, and in each case the plan gained certification from the California Department of Housing and Community Development.

Newman contact:

Michael Holland, City Manager
City of Newman
938 Fresno Street
Newman, CA 95360
Phone: 209.862.3725

City of Gustine 5th Cycle Housing Elements

Mr. Carver prepared two 5th cycle housing element updates for the City of Newman in the period 2017 through early 2020 (the City was on a four-year cycle due to lateness of the 2015 plan). In each case, the plan gained certification from the California Department of Housing and Community Development.

Gustine contact:

Doug Dunford, City Manager
City of Gustine
352 5th Street
Gustine, CA 95322
Phone: 209.854.6471

Doug has since left the City of Gustine, but City staff should be able to answer any questions about the work completed by Mr. Carver

City of Atwater 5th Cycle Housing Element

EMC Planning Group assumed responsibility for the Atwater Housing Element about a year ahead of the deadline for the fourth cycle housing element. Our firm worked with the State Housing and Community Development Department to understand the City's options, and elected to skip the fourth cycle housing element and go directly to the fifth cycle. Although there were shortfalls to carry forward, due to decreased Regional Housing Needs Assessment numbers, this option was advantageous to the City. The update included a significant effort to catalogue all of the vacant and underutilized sites, and recommended a re-zone of commercial land to high density housing to achieve the very low-income target. The Atwater Housing Element was recently certified by the State Housing and Community Development Department.

Atwater contact:

Scott McBride, Community Development Director
City of Atwater
750 Bellevue Rd
Atwater, CA, 95301
Phone: 209.357.6310

Sand City's 5th Cycle Housing Element

EMC Planning Group prepared Sand City's 5th Cycle Housing Element. The update included review and revision of the city's housing goals, objectives, policies, and programs. The largely commercial and industrial City has only about 100 existing housing units but re-zoned a portion of the City to mixed use in 2002, and has been slowly increasing its housing supply. The State Housing and Community Development Department has certified the Sand City Housing Element.

Sand City Contact:

Charles Pooler, City Planner
City of Sand City
1 Pendergrass Way
Sand City, CA 93955
Phone: 831.394.6700
Email: Chuck@SandCityCA.org

2.4 Carmel-by-the-Sea Work History

EMC Planning Group has developed a longstanding relationship with the City of Carmel-by-the-Sea and enjoys working with City staff to promote sustainable and inclusive growth. The following is a list of past and ongoing projects EMC Planning Group has engaged in with the City.

City of Carmel-by-the-Sea Local Coastal Plan and Mitigated Declaration (2000 – 2003)

EMC Planning Group, as a team member of the City Planning Staff, prepared the City's Local Coastal Program (LCP), consisting of the Land Use Plan and the Implementation Plan. The Land Use Plan involved policy development regarding land use, aesthetics, recreational uses, transportation, biotic resources, coastal protection, and public services. The Implementation Plan involved setting zoning criteria and other implementing procedures for the City.

City of Carmel-by-the-Sea Staff Support (2017)

Stuart Poulter, MRCP provided staff assistance to the City of Carmel-by-the-Sea at City Hall three days per week. Tasks included staffing the Planning Department front counter; responding to

inquiries from the public and other agencies about the City General Plan, Municipal Code, Historic Context Statement, and related planning issues; processing business licenses; maintaining electronic and hard copy files; review and comment on design study and design review applications for residential and commercial sites; research and evaluate properties for historicity and eligibility for inclusion on Carmel's Inventory of Historic Resources; conduct preliminary site assessments of properties prior to submittal of design study applications; conduct final plan check site visits; prepare staff reports; oversee preparation of require noticing and mailings to applicants; attend planning commission, historic resource board, and city council meetings and make presentations.

Coastal Engineering and Adaption Planning, City of Carmel-by-the-Sea (2022, on-going)

The project is a coastal engineering and hazard assessment for sea level rise and climate adaptation planning. The Scope of Services for this Agreement is the first phase of a multi-phase adaptation planning project. This first phase of the project focuses on coastal engineering and hazard assessment. Future Phases will include hazards policy review and revisions, outreach, and adaptation pathway development for LCP policy update.

2.5 Public Outreach Experience

EMC Planning Group has extensive experience in facilitation of public engagement and participation for various types of projects. Currently EMC Planning Group is working on five (5) housing element updates for various cities within the Bay Area and Monterey Bay Area. On nearly all past Housing Element updates, EMC Planning Group has utilized in person workshops and Stakeholder meetings to garner the necessary public outreach and input to adequately complete the housing element updates. With the unfortunate arrival of COVID-19, EMC Planning Group has developed and mastered alternative means to facilitate the same amount or more public input, we have currently been using virtual meeting places such as *Engagement HQ* to assist the public in participating in the outreach for the various updates. EMC Planning Group is well versed in how to conduct both in person, and virtual public outreach; allowing us to give the public multiple ways to participate, throughout the policy update process.

3.0 Consultant Personnel Experience

3.1 EMC Planning Group Staff

Ande Flower, AICP, MUP, Principal Planner, Project Manager

Mr. Ande Flower will be the project manager and primary contact for the City of Carmel-by-the-Sea housing element update. Ande joined EMC Planning Group in 2021 and has been working in the planning field since 2005. His professional experience includes project management in the municipal sector and is a leading expert in the preparation of housing elements. Ande is skilled in the analysis of complex development requests, ordinance updates, and the delivery of compelling presentations to Commissions, City Council, agencies, the business community, and residents.

Mr. Flower is an integral part of the internal EMC Housing Team, currently working with the Cities of Belvedere, Monte Sereno, Larkspur, Sand City, and the Town of Los Gatos to prepare their 6th Cycle Housing Element Updates.

Michael Groves, President, Senior Principal, Principal in Charge

Mr. Michael Groves founded EMC Planning Group nearly 45 years ago. His focus within the firm is on client representation for urban and regional planning projects; coastal planning efforts; conceptual design; real estate due diligence and site evaluation studies; land use planning and permitting efforts; and city, county, school district and special district planning and permitting. With his experience as a land use and policy planner, Mr. Groves has provided project management for over 750 planning projects, within more than 150 California cities, counties, and special districts.

Martin Carver, MRP, Principal

Mr. Carver is a highly skilled member of the EMC Planning Group staff. He will act in an advisory management role and be an active participant on our internal EMC Housing Team to assist with preparation of the document. Martin has years of experience in the planning field, most of which has been focused on plan making. Mr. Carver has prepared numerous housing element updates in his career, including most recently updates for the City of San Juan Bautista, the City of Gustine, and the City of Newman.

Teri Wissler Adam, Senior Principal

Ms. Wissler Adam joined the firm in 1991 and has been a principal since 2001. Her area of expertise is in California Environmental Quality Act (CEQA) and National Environmental Policy Act

(NEPA) compliance. Ms. Wissler Adam's workload includes oversight of all CEQA-focused workload for the firm. Ms. Wissler Adam will provide high-level project oversight and lead on tasks associated with CEQA compliance. Most recently, Teri was the project manager and principal-in-charge for EIRs for the Town of Corte Madera Housing Element Update (6th Cycle) and the City of Mill Valley Housing Element Update (6th Cycle).

Kailon Thompson, MS, Associate Planner

Ms. Thompson joined the firm in July 2022 as an Associate Planner to provide support to the Housing Element team. Primary responsibilities include the preparation of complex and detailed written housing elements, general plan updates, and other related planning documents.

Zane Mortensen, MS, Associate Planner

Mr. Mortensen joined the firm in April 2022 to provide support in the preparation of environmental planning and land use documents for a variety of development projects such as residential sites, schools, subdivisions, specific plans, hospitals, and recreational facilities. Primary responsibilities involve conducting air quality and greenhouse gas emissions modeling and analysis, as well as the preparation of environmental review documentation in compliance with CEQA/NEPA regulatory standards.

Shoshana Lutz, Associate Planner

Ms. Lutz will assist with preparation of the zoning updates and any potential associated CEQA documentation. Ms. Lutz has been with the firm for nearly six years and assisted with the preparation of the housing element update for the City of San Juan Bautista. She was one of the primary authors for EIRs for the Town of Corte Madera Housing Element Update (6th Cycle) and the City of Mill Valley Housing Element Update (6th Cycle).

Kylie Pope, MSP, Assistant Planner

Ms. Pope joined the firm in August 2022 as an Assistant Planner to provide support to the Housing Element team. Primary responsibilities include the preparation of complex and detailed written housing elements, general plan updates, and other related planning documents.

3.2 Staff Resumes

Resumes for the team are presented in Attachment A.

3.3 Subconsultants

Subconsultants will be named at a later time if determined necessary for outreach effects or CEQA documentation.

4.0 Scope of Work

The Scope of Work for the Housing Element is presented on the following pages. The scope of work is preliminary, and EMC Planning Group is open to modification of the scope of work as necessary to meet the City's needs.

Task		Timeframe
Task 1	Project Management	Ongoing through completion of project
Task 2	Community Outreach and Engagement	Winter 2023 through Fall 2023
Task 3	Housing Element Update – Admin Draft and Final Draft	Summer and Fall 2023
Task 4	Safety Element Update – Admin Draft and Final Draft	Summer and Fall 2023
Task 5	CEQA Documentation	Summer 2023
Task 6	Public Hearings, Final Adoption, and Certification	Fall 2023 (final adoption Dec. 15, 2023)
Task 7	General Plan Amendment	Fall 2023

Task 1 Project Management and Coordination

This task involves the development of a timeline/schedule, with milestones, that will lead to HCD certification of the housing element by December 31, 2023. This work will include scheduling for:

- Kickoff meeting with staff to refine the scope of services;
- Identification of major milestones, meetings, and work products;
- Up to five (5) Community-based meetings;
- Planning Commission and City Council study sessions (one (1) meeting each for a total of two (2) meetings);
- Five (5) public hearings (two (2) Planning Commission and three (3) City Council);
- Development of strategies to meet the City's 6th Cycle RHNA and the housing element update;
- Response to HCD review comments and City staff review times; and
- Delivery of an administrative draft, public review draft and final draft housing element, including any subsequent updates to other general plan elements as required by State law.

This task also includes project management and covers communication and coordination between the EMC Planning Group team, City staff, regional collaborators, HCD. It includes meetings, phone

conferences, email exchanges, and other communications. The EMC Planning Group team will attend one (1) kickoff meeting with staff to discuss project goals, issues, availability of reference materials, work product expectations, communications protocols, public outreach program, and site inventory. The team will also meet with staff on days that coincide with community outreach and engagement. Finally, this task includes consultation with HCD, which is typically handled with regular phone calls to HCD staff. City staff is expected to be available for meetings with the EMC Planning Group team, to take regular coordination phone calls, and to provide City documents as needed.

Task 2 Community Outreach and Engagement

This task will consist of public outreach, where EMC Planning Group will first review any available information from EMC Planning Group records and the City on the public outreach efforts by the City during the 5th Cycle Housing Element. The outreach efforts will be meaningful, in that all segments of the community will be taken into account. Possible communities include, but are not limited to: the disabled, elderly, large families, farm workers, families with female heads of household, and families and persons in need of emergency shelter, including homeless persons.

EMC Planning Group will develop content and assist the City with outreach strategy for the City Staff to take leadership and implement appropriate community outreach for preparation of the Housing Element. This may include, but is not limited to, residential door to door survey or questionnaire, follow-up with residents, compiling results and providing a write-up to EMC Planning Group for use in preparation of the City's 6th Cycle Housing Element.

Using *Engagement HQ*, the EMC Team will work with City staff to design an interactive engagement plan that allows community members to engage on their own time with a website devoted to the Housing Element update process. Community workshops can span days and include customizable discussion forums, and through the digital platform, discussions can be made available in multiple languages and moderated to weed out any personal attacks, profanity, or off-topic comments. This platform will serve as the internet portal for information regarding the housing element update, key documents, and interactive activities to solicit input at various stages of the process.

The following are a sample of the tools available through the *Engagement HQ* platform:

- *Forums*. A safe and interactive space for Carmel-by-the-Sea community-members to discuss and debate pertinent issues. The site is moderated to assure safety.
- *Ideas*. These "virtual post-it notes" are a way for Carmel-by-the-Sea community-members to share what inspires them. EMC Planning Group staff can then assist in creating virtual stakeholder groups to help the community "grow" their ideas.
- *Places*. Gather feedback and photos directly on a map with a simple "pin" drop.

- *Stories*. Help your community better understand, empathize, and relate to others and to all that contributes to contemplating additional housing in the community.
- *Guestbook*. Simple, streamlined, and moderated space for Carmel-by-the-Sea community-members to upload comments.
- *Q&A*. Receive questions in a managed space that accommodates messages through the iterative brainstorming process.
- *Polls*. Ask a single question and get immediate insight with this quick and targeted tool.
- *Surveys*. Encourage Carmel-by-the-Sea community-members to voice their opinions in a convenient way that can also help us understand what areas of city need more encouragement to participate. Aggregate data can help the city understand generally who is participating with the outreach tools.

EMC Planning Group's community engagement program will include the following key meetings/consultations:

- Branding & Participation Incentives
- Stakeholder Meetings
- Community Workshops
- Focus Groups
- Digital Communication. EMC Planning Group will develop an online engagement platform with content that includes information about the Housing Element/Housing needs, the Safety Element, environmental review (CEQA), tools and widgets to invite engagement, and an interactive scenario mapping exercise.

As part of this effort, EMC Planning Group will work with City staff to develop a list of organizations that will be contacted to participate in the update process. City staff will be responsible for identifying and/or confirming focus group members and providing EMC Planning Group with appropriate contact information.

EMC Planning Group will facilitate presentations of the Housing Element update planning process to the Planning Commission and City Council, Housing Ad Hoc Committee community meetings and stakeholder focus group meetings. These presentations include an initial meeting to inform and discuss the 6th Cycle Housing Element Update process, the Public Review Draft Housing Element, and Final Draft Housing Element.

Task 3 General Plan Housing Element Update

Administrative Draft Housing Element

Preparation of the Administrative Draft Housing Element will consist of sections based on the statutory requirements of Government Code section 65580-65583, including public outreach and participation. Those sections consist of:

Task 3.1 Housing and Special Housing Needs

Housing needs will be assessed based on the City's RHNA, and existing and projected housing needs for all income levels. In accordance with Government Code Section 65583(a)(1,2,7), EMC Planning Group will analyze special housing needs for the disabled, elderly, large families, farm workers, families with female heads of household, and families and persons in need of emergency shelter, including homeless persons in effort to affirmatively further fair housing. To preserve existing affordable housing, an update analysis of the potential loss of existing assisted housing developments during the next 10-year period (due to the expiration of subsidy contracts or use restrictions; or mortgage pre-payments) will be conducted. Each development will be listed by project name and address, the type of government assistance received, the earliest possible change from low-income use, the total number of elderly and non-elderly units that could be lost from the City's low-income housing stock in each year during the 10-year period.

Data from the pre-approved housing element data set for Monterey County and/or the City of Carmel-by-the-Sea will be used to the extent available. Additional updates to the background data included in the Housing Element will be made to match the timeframe in the pre-approved data set. Data to be included in the current Housing Element, but that is not included in the pre-approved data set or readily available will be requested from the City and may be eliminated from the update if it is deemed non-essential to obtaining certification from HCD. The update will incorporate the RHNA numbers designated for Carmel-by-the-Sea.

Included in this task will be the identification of current and past housing programs in the City based on data from the current Housing Element, AMBAG, the County, the City, and non-profit organizations; develop information on County housing programs; and to analyze programs and implementation record of the previous Housing Element. This task will also include an update to potential residential energy conservation opportunities; summarize types and proportions of fuels used for residential heating and a general characterization of neighborhood design, use of street trees, and other livable community design elements, and analysis of local policies affecting the use of alternative energy sources.

Task 3.2 Housing Constraints

EMC Planning Group will work to obtain permitting data from the City, including the date of permit issuance and sign-off, parcel number, associated demolition information, if applicable, and affordable housing restrictions, if applicable. Permit data will be requested from 2012 through 2021.

Any other "Growth Management" Restrictions or reports will be obtained from the City for the period of 2012 through 2021. Constraints to the maintenance, improvement, or development of housing will be identified to meet the City's housing needs. EMC Planning Group will carefully review the City's General Plan policies and standards, zoning requirements, and processes to identify potential constraints to housing development, including housing for lower income households and special needs groups. EMC Planning Group will review the City's processes to identify if modifications need to be made to address recent changes to State law, including recent laws related to accessory dwelling unit standards, low barrier navigation centers, supportive housing by right, and SB 35 streamlining requirements. The consultant will develop programs to reduce constraints, where appropriate and feasible. EMC Planning Group will reference HCD's Accessory Dwelling Unit Handbook to document the number of actual and potential constraints, including:

- Land use controls;
- Local processing and permit procedures;
- Building codes and their enforcement;
- On and off-site improvement requirements;
- Fees and other exactions;
- Housing for persons with disabilities; and
- Analysis of locally adopted ordinances that directly impact the cost and supply of housing.

Pursuant to Government Code section 65583, subdivision (a)(6) EMC Planning Group will document any actual and potential nongovernmental constraints which include:

- Availability of financing;
- Price of land;
- Cost of construction;
- Requests to develop housing below identified densities in the sites inventory and analysis; and
- Typical timeframes between approval for a housing development project and application for building permits.

Task 3.3 Review of Existing Housing Element

This task will include the assessment of the 5th Cycle Housing Element, including a description of the actual results or outcomes of the previous elements goals, policies and programs. Assess effectiveness of programs with a focus on identifying beneficial modifications, including the preparation of a table to summarize the findings. EMC Planning Group will review housing goals and policies to prepare new and/or revised goals and policies for housing based on what has been learned from the results of the previous 5th Cycle Housing Element, consultation with City staff,

policy makers, and community members, stakeholder and workshop input. This information will be used to develop goals and policies to address adequate sites for new construction, affordable housing development incentives or programs, conservation of existing affordable housing, regulatory relief, rental and homeowner assistance, equal access, utility prioritization, shelters, energy conservation and sustainable community strategy. To the extent feasible, the existing policies and programs will be carried over from the current Housing Element.

This task will further evaluate and describe how past programs were effective in addressing the housing needs of the special populations and any failures to implement rezonings required due to a lack of adequate sites to meet the 5th Cycle Planning Period RHNA for lower income households. This evaluation will be incorporated into the discussion of the effectiveness of the previous housing element.

Task 3.4 Sites Inventory

EMC Planning Group will also review existing Housing Element sites inventory and preliminarily confirm the status via online aerial mapping and site reconnaissance to determine development status of potential housing sites. A summary of land determined to be suitable for residential development would be compiled, which would include sites that are currently vacant or have potential for redevelopment. This determination would be made based on the inventory data to be provided by the City, the General Plan Land Use Map, and field reconnaissance information. To complete this task EMC Planning Group will use the site inventory form provided by HCD. Analysis of the data collected will consist of monitoring RHNA progress, documenting environmental constraints, identifying the appropriate density for vacant lots to accommodate for low-income households, identifying capacity of each vacant parcel, any new infrastructure that may be needed, as well as differentiate between small and large sites. This analysis will also include identification of sites for affirmatively further fair housing, and a non-vacant sites analysis.

Beyond confirming potential housing sites, EMC Planning Group will look at alternative methods to accommodate the RHNA. Alternative methods could include incentives for building Accessory Dwelling Units, rehabilitation of existing residential units, conversion of motel/hotel units, reuse of commercial spaces for housing, use of SB-9 to create additional lots, etc.

As a part of the inventory of housing sites, EMC Planning Group will consider the constraints, consistency with the General Plan, availability of water and sewer services, energy savings opportunities, fire hazards, and other constraints or policy direction of the General Plan triggered by the adoption of a new housing element. Additionally, updated maps will be prepared, as needed, to be incorporated in the updated Housing Element.

Task 3.5 Coordination with HCD

Once the initial draft Housing Element has been submitted for HCD review, EMC Planning Group will facilitate a minimum of two (2) meetings with HCD. These meetings are typically conducted at the 45- and 90-day mark during the review process.

Task 3.6 Goals, Policies, Programs and Quantified Objectives

EMC Planning Group will reference the "Housing Element Sites Inventory Guidebook" to complete a Schedule of Action pursuant to Government Code 65583, subdivisions (c)(1-7), and (10). During this task EMC Planning Group will develop a consolidated set of quantified objectives based on the City's RHNA and consultation with City staff, policy makers and community members; and develop objectives that account for units produced since adoption of the RHNA, future housing units through housing programs and future private market housing units. EMC Planning Group will present goals, objectives, policies, and implementation measures to address identified housing needs and constraints, consistent with the requirements of GC Section 65583(b, c). This will carry forward successful goals, policies, and measures identified in the adopted 5th Cycle Housing Element and will provide focused updates where necessary to address the requirements of State law. This task includes ensuring updated policies and program are consistent with other element of the General Plan. The implementation plan will identify housing policies and programs, based on public and stakeholder input, City guidance, and the needs identified in the 'needs and constraints' analysis.

Task 3.7 Rezoning

Based on the site analyses, EMC Planning Group will work with City staff to identify potential areas for rezoning, if necessary. This will include consideration of the State requirements for maintaining an adequate housing sites inventory throughout the eight-year planning period. EMC Planning Group will coordinate with the City's Planning Director in his efforts to prepare ordinances to re-zone land, if necessary, to High Density Residential, to accommodate the city's RHNA requirements for low- and very low-income housing; as well as the preparation of an ordinance to allow emergency housing in at least one of the City's existing zones.

Task 3.8 Maps

EMC Planning Group will prepare maps, as needed, to be incorporated in the updated Housing Element and related documents to ensure consistency.

Task 3.9 Draft Housing Element

This task involves preparation of the Housing Element document, which includes collating materials developed in the previous tasks, plus:

- Updating housing, population, demographic, and employment data to coincide with recent AMBAG growth projections and Census data;

- Undertaking an analysis that affirmatively furthers fair housing, in compliance with Assembly Bill 686;
- Updating housing goals and policies to address compliance with State law and effectively responds to the housing needs, constraints, and key priorities identified through data gathering and analysis and the public participation process; and
- Preparing an implementation program, including quantified objectives, to address housing needs for all income levels, seniors, veterans, populations with disabilities, or special needs, and those experiencing homelessness.

EMC Planning Group will prepare and submit an administrative draft housing element for City staff review. City Staff will provide a comprehensive set of recommended changes. Once edits are complete, the team will then prepare a public review draft housing element that is made available to the public and presented to the Planning Commission and City Council. EMC Planning Group will prepare PowerPoint presentations and attend meetings/hearings. Based on the Planning Commission and City Council input, the team will then prepare a HCD review draft and submit it to HCD for the mandated review.

This task involves working closely with HCD and City Staff to respond to comments and produce a final draft housing element for final adoption. EMC Planning Group will prepare PowerPoint presentations and present the final draft document at public hearings before the Planning Commission and before the City Council (three (3) hearings total). The team will then prepare the final adopted housing element, including any changes from the public hearings, and submit it to HCD for final certification. It will also distribute the document to the applicable water/sewer district and the California Office of Planning and Research.

Task 4 General Plan Safety Element Update

This task involves preparing Safety Element updates/revisions needed to ensure consistency with recent State legislature and the Housing Element, including text, tables, maps, etc. This also includes update of the Safety Element as required by SB 379 (but does not include any update to the Local Hazard Mitigation Plan).

Task 4.1 Review of the Existing Safety Element

This task will include the assessment of the existing Safety Element to determine compliance with State Law. EMC Planning Group will review safety goals and policies to prepare new and/or revised goals and policies for safety based on recent legislation and consultation with City staff, public safety agencies, policy makers, and community members, stakeholder and workshop input. To the extent feasible, the existing policies and programs will be carried over from the current Safety Element.

Task 4.2 Meet with Public Safety Agencies

EMC Planning Group will facilitate meetings with appropriate public safety agencies throughout the planning process to ensure the updated Safety Element complies with local requirements and recommendations.

Task 4.3 Provide Recommendations

This task will include the preparation of a memo outlining necessary revisions to the Safety Element to comply with State Law. Such revisions may include corrections to text, maps, and/or figures in the Safety Element.

Task 4.4 Maps

EMC Planning Group will prepare maps, as needed, to be incorporated in the Safety Element and related materials.

Task 4.5 Safety Element Drafts

This task involves preparing Safety Element updates/revisions needed to ensure compliance with State Law and consistency with the housing element, including text, tables, maps, etc. This also includes update of the safety element as required by SB 379 (but does not include any update to the Local Hazard Mitigation Plan).

Task 5 (Optional) Environmental Analysis (CEQA Documentation)

This task will include a draft California Environmental Quality Act (CEQA) checklist initial study assessing any new or substantially revised policies or programs in the Housing Element update. EMC Planning Group will revise the initial study per City comments. Once City comments are addressed, EMC Planning Group will consult with City staff regarding the appropriate CEQA document, which may be one of the following: 1) an exemption; 2) an addendum to the certified General Plan EIR; 3) an initial study/mitigated negative declaration, or 4) an EIR. The budget in this proposal assumes an initial study and mitigated negative declaration, and would also be sufficient for an exemption or an addendum. If it is deemed an EIR is necessary then a budget amendment would be needed to complete the EIR.

Task 6 Public Hearings, Final Adoption, and Certification

This task will include EMC Planning Group preparing a draft staff report for two (2) Planning Commission meetings and three (3) City Council meetings, including a resolution for certifying the Housing Element document and adoption of the Housing Element. The resolution will include the CEQA and project findings to support the approval. EMC Planning Group recommends implementing zoning amendments be considered at the same meeting, as necessary, for compliance with low-income housing and emergency shelter site needs. EMC Planning Group can incorporate these in the staff report prepared for the City Council hearing, however, the Scope of Work assumes the City Planning Director will finalize zoning ordinances that were prepared in Task 3.7 by the

Planning Director or EMC Planning Group (if budget is available) for presentation to the City Council. EMC Planning Group will attend three (3) City Council and two (2) Planning Commission hearings to present the Housing and Safety Elements, highlighting the modifications from the prior Elements and answer questions regarding the 6th Cycle Housing Element Update and Safety Element Update. The City Council must approve the Housing Element as early as possible, given HCD review timelines. EMC Planning Group will then prepare the Final Draft Housing Element per directions for revisions, if any, from the City Council. One (1) electronic copy of the Final Draft Housing Element will be submitted with as copy of the City's signed adoption resolution to HCD for certification. Also, to be provided to HCD at this time are the zoning ordinances for low-income housing sites and emergency shelter sites, along with a cover letter to be provided to the City for printing on City letterhead. HCD advises that the City should anticipate 90 days for completion of this review and certification of the Housing Element. The cover letter will request expedited review. If further changes are requested, EMC Planning Group will revise the Final Draft Housing Element (Housing Element of the 6th Cycle) and re-submit to HCD. The scope of work does not include other than very minor adjustments to the Housing Element for this task. Following certification by HCD, prepare a Certified Housing Element that includes a copy of the City adoption and evidence of HCD certification. Provide eight (8) hard copies and one (1) electronic copy of the Certified Housing Element in English to the City.

Task 7 – General Plan Amendment

This task will include identifying content in the City's existing General Plan that may need to be amended to ensure consistency with the Housing and Safety Elements, and to comply with State law. Such amendments may include revisions to text, tables, figures, maps, etc.

5.0 Deliverables

The following is a list of deliverables that EMC Planning Group is committed to providing through the course of its work program.

Deliverables to Include Work for Both the Housing and Safety Element Update

1. Workplan – The EMC Planning Group team will develop a workplan with goals and timeframes.
2. Public Outreach & Education – The EMC Planning Group team will work with City staff to develop a public engagement plan that includes project roles, outreach activities, target audiences, and schedule. EMC Planning Group will produce a draft and final public engagement plan in word. Particular emphasis will be given to support participation of residents & others who do not typically attend public meetings and become involved in City issues.
3. Meeting Attendance – The EMC Planning Group team will work with City staff to identify the appropriate number of meetings, educational workshops with community groups, and Planning Commission & City Council workshops & public hearings.
4. Status Reports – The EMC Planning Group team will prepare monthly status reports for submittal to the staff & Planning Commission.
5. Preparation of any background technical reports. The EMC Planning Group team will identify whether technical background reports will be prepared in-house or by subcontractors. The majority of technical reports required for CEQA analysis will be prepared in-house, with the exception of transportation analysis, which will be provided by subconsultant Hexagon Transportation Inc.
6. Preparation of Notices & Staff Reports – The EMC Planning Group team will prepare all notices for workshops & public hearings; staff reports for hearings, and resolutions & ordinances as required. The Planning Department staff and/or City Attorney shall review all material prior to distribution and provide direction on local practice and City process.
7. Environmental Review – Completion of all CEQA analysis will be provided by The EMC Planning Group team, including the discussion of all issue areas, evaluation of environmental impacts, identification of potential mitigation measures, analysis of appropriate project alternatives, statement of facts & findings, and Statement of Overriding Considerations, if required.

Deliverables Specific to the Housing Element Update

8. Review of Current Housing Element – The EMC Planning Group team will conduct a workshop with the Planning Commission and City Council to discuss the current Housing Element, shall identify possible inconsistencies with State Law, and shall receive policy direction.

9. Draft Housing Element – The EMC Planning Group team will work with City staff, the City Council and the Planning Commission in drafting the update to the Housing Element. Clear concise graphics, charts, and maps are necessary to communicate the policy concepts to the Community. The EMC Planning Group team will develop a program to encourage public review of draft Housing Element & Environmental/CEQA analysis. Provide one (1) electronic copy and eight (8) hard copies.

10. Public Review Draft Housing Element – Based on City staff comments, the EMC Planning Group team will prepare a Public Review Draft Housing Element. Additionally, the EMC Planning Group team will develop a program to encourage public review of draft Housing Element & Environmental/CEQA analysis. Provide one (1) electronic copy and eight (8) hard copies.

11. Preparation of the Final Housing Element – The EMC Planning Group team will make all necessary revisions to the Housing Element Update document as a result of public comments during the public review process.

12. Adoption of Housing Element – The EMC Planning Group team will present the Housing Element Update to the Planning Commission at up to two (2) public hearings. Additional hearings may be provided according to costs for time, materials, and travel. Following the hearing(s), the consultant shall make any necessary change to the document in anticipation of presentation to the Council. EMC Planning Group shall present the Final Draft of the Housing Element Update to the Council, having incorporated the public comments received at the Planning Commission. City Council presentations beyond three (3) will be billed for costs of time, materials, and travel expense.

13. Format of the Final Housing Element – The EMC Planning Group team will prepare a final, camera-ready copy of the Housing Element text, a copy of the same on a disk in a Word version format. Final Plan text, maps, and illustrations shall be submitted in an electronic format (Adobe pdf).

Deliverables Specific to the Safety Element Update

14. Review of Current Safety Element– The EMC Planning Group team will conduct a workshop with the Planning Commission, City Council to discuss the current Safety Element, shall identify possible inconsistencies with State Law, and shall receive policy direction.

15. Draft Safety Element – The EMC Planning Group team will work with City staff, the City Council and the Planning Commission in drafting the update to the Safety Element. Clear concise graphics, charts, and maps are necessary to communicate the policy concepts to the Community. The EMC Planning Group team will develop a program to encourage public review of draft Safety Element & Environmental/CEQA analysis.

16. Public Review Draft Safety Element – Based on City staff comments, the EMC Planning Group team will prepare a Public Review Draft Safety Element. Additionally, the EMC Planning Group team will develop a program to encourage public review of draft Safety Element & Environmental/CEQA analysis. Provide one (1) electronic copy and eight (8) hard copies.
17. Preparation of the Final Safety Element – The EMC Planning Group team shall make all necessary revisions to the Safety Element document as a result of public comments during the public review process.
18. Adoption of Safety Element – The EMC Planning Group team will present the Safety Element Update to the Planning Commission at up to two (2) public hearings. Additional hearings may be provided according to costs for time, materials, and travel. Following the hearing(s), the consultant shall make any necessary change to the document in anticipation of presentation to the Council. The consultant shall present the Final Draft of the Safety Element Update to the Council, having incorporated the public comments received at the Planning Commission. City Council presentations beyond three (3) will be billed for costs of time, materials, and travel expense.
19. Format of the Final Safety Element – The EMC Planning Group team will prepare a final, camera-ready copy of the Safety Element text, a copy of the same on a disk in a Word version format. Final Plan text, maps, and illustrations shall be submitted in an electronic format (Adobe pdf).

6.0 Budget and Fee Schedule

6.1 Budget

The proposed itemized budget for the City of Carmel-by-the-Sea 6th Cycle Housing Element Update is presented on the following page. The cost of the project is $200,150 plus $5,995 for additional costs (such as printing, production, and travel), and a contingency of $33,000, for a total cost of $239, 145. This cost does not include the Optional CEQA task (see ection 3 for details).

6.2 Fee Schedule

Following the budget is a copy of the 2023 Fee Schedule for EMC Planning Group. This Fee Schedule outlines costs based on the position of the team member working on each task for the preparation of the City's 6th Cycle Housing Element, and includes additional costs such as digital outreach, travel, and production/deliverables. Additionally, an estimate of subconsultant fees is included, but are subject to the determination of need.

6.3 Optional CEQA Budget

The budget needed for CEQA Documentation will be dependent on the strategy for the Sites Inventory. A determination of a strategy for sites must be the initial decision made by the City to enable enough time for the possibility of a full Environmental Impact Report (EIR). The draft budget includes enough hours to complete an initial study and mitigated negative declaration. If an exemption is possible, then the cost for Task 5 would reflect such savings for the City.

- Categorical Exemption would cost up to $10,000.
- Initial study/mitigated negative declaration would cost up to $50,000 and is included as Optional Task 5.
- A full EIR may cost up to $150,000 or more, and would require a contract amendment for the scope and budget increase.

6.4 Subconsultants

Subconsultants will be named at a later time if determined necessary for outreach effects or CEQA documentation and public outreach support.

Carmel-by-the-Sea Housing Element Update (6th Cycle) Revised 01/24/2023										
Task	**EMC Planning Group Inc.**									
	Senior Principal	Principal	Principal Planner	Associate Planner	Assistant Planner	Graphics	Desktop Publisher	Admin/Production		
Staff	Michael Groves Teri Wissler Adam	Martin Carver	Ande Flower	Kailon Thompson Zane Mortenson Shoshana Lutz	Kylie Pope	Matt Papurello	Kristina Arden	Tiffany Robinson	**Total Hours**	**Total Cost**
Billing Rate (Per Hour)	$275.00	$250.00	$220.00	$165.00	$140.00	$140.00	$150.00	$125.00		
Task 1 - Project Management and Coordination	10.0	20.0	50.0	20.0	5.0	2.0	3.0	12.0	122.0	$24,980.00
Task 2 - Community Outreach and Engagement	0.0	5.0	44.0	20.0	12.0	0.0	2.0	0.0	83.0	$16,210.00
Task 3 - General Plan Housing Element Update	Housing Element Update									
Task 3.1 - Housing and Special Housing Needs	0.0	4.0	10.0	12.0	8.0	0.0	0.0	0.0	34.0	$6,300.00
Task 3.2 - Housing Constraints	0.0	4.0	8.0	20.0	16.0	0.0	0.0	0.0	48.0	$8,300.00
Task 3.3 - Review of Existing Housing Element	0.0	4.0	6.0	20.0	12.0	0.0	0.0	0.0	42.0	$7,300.00
Task 3.4 - Sites Inventory	0.0	16.0	35.0	25.0	16.0	0.0	0.0	0.0	92.0	$18,065.00
Task 3.5 - Coordination with HCD	1.0	2.0	16.0	6.0	10.0	4.0	0.0	0.0	39.0	$7,245.00
Task 3.6 - Goals, Policies, Programs and Quantified Objectives	0.0	10.0	20.0	16.0	16.0	3.0	0.0	0.0	65.0	$12,200.00
Task 3.7 - Rezoning	0.0	5.0	20.0	16.0	5.0	0.0	0.0	0.0	46.0	$8,990.00
Task 3.8 - Maps (Housing Element)	0.0	3.0	3.0	16.0	1.0	18.0	0.0	0.0	41.0	$6,710.00
Task 3.9 - Draft Housing Element	2.0	35.0	45.0	20.0	16.0	6.0	12.0	16.0	152.0	$29,380.00
Task 4 - General Plan Safety Element Update	Safety Element Update									
Task 4.1 - Review of the Existing Safety Element	0.0	0.0	12.0	10.0	12.0	0.0	0.0	0.0	34.0	$5,970.00
Task 4.2 - Meet with Public Safety Agencies	0.0	0.0	8.0	16.0	16.0	0.0	0.0	0.0	40.0	$6,640.00
Task 4.3 - Provide Recommendations	1.0	0.0	12.0	6.0	3.0	0.0	0.0	0.0	22.0	$4,325.00
Task 4.4 - Maps (Safety Element)	0.0	0.0	10.0	20.0	10.0	12.0	0.0	0.0	52.0	$8,580.00
Task 4.5 - Safety Element Drafts	1.0	0.0	10.0	20.0	30.0	0.0	0.0	16.0	77.0	$11,975.00
Task 5 - Environmental Analysis (CEQA Documentation)	Optional Task 5: Environmental Analysis is listed below									
Task 6 - Public Hearings, Final Adoption, and Certification	0.0	0.0	20.0	0.0	10.0	0.0	0.0	12.0	42.0	$7,300.00
Task 7 - General Plan Amendment	0.0	6.0	15.0	12.0	10.0	0.0	0.0	12.0	55.0	$9,680.00
Subtotal (Hours)	15.0	114.0	344.0	275.0	208.0	45.0	17.0	68.0	**Total Hours**	**Total Cost**
Subtotal (Cost)	$4,125.00	$28,500.00	$75,680.00	$45,375.00	$29,120.00	$6,300.00	$2,550.00	$8,500.00	**$ 1,086.00**	**$200,150.00**

Additional Costs	
Digital Outreach	$5,000.00
Travel Costs	$100.00
Production Costs/Deliverables	$350.00
Administrative Overhead 10%	$545.00
Subtotal	**$5,995.00**

Subconsultant Contingency Fees*	
Subconsultant For Planning and/or CEQA (TBD)	$30,000.00
Administrative Overhead 10%	$3,000.00
Subtotal	**$33,000.00**

Total Costs	**$239,145.00**

Task 5 (Optional) CEQA	
Environmental Analysis (CEQA Documentation)	$50,000.00
Subtotal	**$50,000.00**

*The need for subconsultant support is unknown at this time and will be determined with City Staff at a later date. This contingency is not a part of the total cost, but is strongly recommended to be approved with the contract - to allow as staff discretionary funds to be used throughout the term of the contract.

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

FEE SCHEDULE

(Effective January 1, 2023)

Principals	Hourly Billing Rate
Senior Principal	$275.00
Principal	$250.00

Planners	
Principal Planner	$220.00
Senior Planner	$195.00
Associate Planner	$165.00
Assistant Planner	$140.00

Biologists		Monitoring Rate
Principal Biologist	$210.00	($150.00)
Senior Biologist	$170.00	($130.00)
Associate Biologist	$145.00	($120.00)
Assistant Biologist	$125.00	($100.00)

Archaeologist	
Registered Professional Archaeologist	$125.00

Support Staff	
Desktop Publisher	$150.00
Executive Assistant/Production Manager	$125.00
Administrative Assistant	$115.00
GIS/Graphics Technician	$105.00

This fee schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus ten percent (10%) for administration. All outside services are billed at cost plus ten percent (10%) for administration. This fee schedule is subject to revision at any time.

A retainer of up to fifty percent (50%) of the approved contract amount may be required for new clients or projects. Invoices are due and payable within 30 days. Past due balances are subject to a service charge of one and one-half percent (1.5%) per month. Service charges are in addition to approved contract amount.

Expert witness services are provided at a fifty percent (50%) mark-up.

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EMC Planning Group Staff Resumes

A
ATTACHMENT



Ande Flower, AICP, MUP

PRINCIPAL PLANNER

PROFESSIONAL EXPERIENCE

Mr. Flower joined EMC Planning Group in 2021, and has been working in the planning field since 2005. His professional experience includes project management in the municipal and private sectors. Ande is skilled in the analysis of complex development requests, ordinance updates, and the delivery of compelling presentations to Commissions, City Council, agencies, the business community, and residents.

Prior to joining the company, Ande was principal planner for the cities of Monterey, CA and Lake Forest Park, WA where he gained extensive hands-on experience in processing review for mixed-use housing developments. In each City, reviews resulted in well-regarded design with evolved community support.

While working with the City of Monterey, he created opportunities for affordable housing in Monterey with new Overlay districts, access to water through advocacy, and relationship-building with developers and community leaders. During his tenure at City of Lake Forest Park, he managed both long range and current planning activities to effectively encourage infill development proposals while respecting ecological habitat. In the private sector of Seattle (MAKERS), Ande spearheaded creation of objective design standards for Vancouver, WA.

EDUCATION

M.U.P. University of Washington at Seattle, WA, Urban Planning, 2006

B.A. University of Washington at Tacoma, WA (Graduated Magna Cum Laude), Urban Studies, 2004

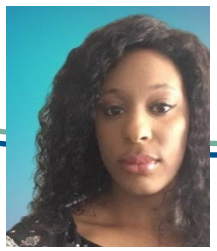
University of Florida at Gainesville, FL, Architecture Coursework, 1989 - 1993

PROFESSIONAL ACHIEVEMENTS

- HUD-sponsored Design-Build for Yakama Nation, led by architect Michael Pyatok

CERTIFICATES AND TRAINING

- Urban Design Certificate, University of Washington – Seattle
- Historic Preservation Certificate, University of Washington – Seattle
- GIS Certificate, University of Washington – Tacoma
- AICP - American Institute of Certified Planners, Professional Certification, since 2015



Kailon Thompson, MS

ASSOCIATE PLANNER

PROFESSIONAL EXPERIENCE

Kailon joined the firm in July 2022 as an Associate Planner to provide support to the Housing Element team. Primary responsibilities include the preparation of complex and detailed written housing elements, general plan updates, and other related planning documents.

In April 2021, Kailon was awarded a Master's of Science degree from Florida State University in Urban and Regional Planning. During her academic career, she participated in numerous community engagement and outreach research projects. She was also an intern for a company through the Costa Rica Internship in Ecological and Environmental Sustainability at Florida State University where she researched development of crop production and land needs, established methods of sustainability, and assessed labor efficiency and the cost of crops for overall production.

Prior professional experience includes working as a Housing Planner Analyst for the City of Tallahassee where she analyzed and visualized housing data using ArcGIS and other visualization tools, and compiled reports according to Federal and State guidelines.

EDUCATION

M.S. Florida State University, Urban and Regional Planning, 2021

B.S. Florida State University, International Affairs, Minor: Social Work, 2018

RESEARCH PROJECTS

- Envisioning the Future of St. George Island, Program Manager, Florida State University, Jan. 2021 – May 2021
- The Great Gun Divide: Faculty Views on Firearms, Research Assistant, Florida State University, Feb. 2018 – Aug. 2018
- Frenchtown Heritage Hub: Kitchenshare Program, Student Consultant, Florida State University, Aug. 2017 – Dec. 2021

Kylie Pope, MSP

ASSISTANT PLANNER

PROFESSIONAL EXPERIENCE

Kylie joined the firm in August 2022 as an Assistant Planner to provide support to the Housing Element team. Primary responsibilities include the preparation of complex and detailed written housing elements, general plan updates, and other related planning documents.

In 2021, Kylie was awarded a Master's of Science degree from Florida State University in Urban and Regional Planning. Kylie's primary areas of expertise are in community engagement and outreach, inclusionary planning practices, and web content development and communication. Core competencies include advanced planning skills, brand management communication, report analysis and writing, social content planning, and qualitative and quantitative research management.

Prior professional experience includes working as a Planning and Communications Consultant for the American Planning Association's Florida Chapter. Kylie's technical proficiencies include Adobe Creative Suite, ArcGIS Pro, Canva, Google Workspace, Mailchimp, and SurveyMonkey.

EDUCATION

M.S.P. Florida State University, Urban and Regional Planning, 2021

B.S. Florida State University, Sociology, 2018

PROFESSIONAL AFFILIATIONS

- American Planning Association, Florida Chapter

TECHNICAL PROFICIENCIES

Adobe Creative Suite, ArcGIS Pro, Canva, Google Workspace, Issuu, JotForm, Mailchimp, Microsoft Office, Sprout Social, SPSS STATA, SurveyMonkey, Wagtail CMS, WordPress



Martin Carver, MRP, AICP

PRINCIPAL

PROFESSIONAL EXPERIENCE

Mr. Carver joined EMC Planning Group in 2019 on a part-time basis, after years of providing services to EMC Planning Group on an ad hoc basis. Mr. Carver is a certified planning professional with over 35 years of professional planning and project management experience. His experience has focused on the preparation of comprehensive plans, housing elements, land use planning, energy and climate analysis, and zoning regulation. It also includes development of the Gonzales General Plan, General Plan EIR, and Climate Action Plan, as well as housing elements, CEQA initial studies, and zoning/municipal code revisions. Finally, Mr. Carver has years of CEQA and NEPA experience and has prepared a full range of environmental documentation for local jurisdictions.

Mr. Carver is currently working on the San Juan Bautista Housing Element Update, San Juan Bautista zoning code revisions, a supplemental EIR for King City's Downtown Addition Specific Plan, SB 2 applications for Sand City and the City of Gustine, and various smaller projects. His project responsibilities include project management, municipal code revisions, and public participation.

EDUCATION

M.R.P. Cornell University, Ithaca, New York, Regional Planning

B.A. University of California, Santa Cruz, Environmental Studies

B.A. University of California, Santa Cruz, Politics

PROFESSIONAL CERTIFICATION

AICP - American Institute of Certified Planners, Professional Certification

PROFESSIONAL ASSOCIATIONS

- Member, American Institute of Certified Planners
- Member, American Planning Association



Michael J. Groves, AICP

PRESIDENT/SENIOR PRINCIPAL

PROFESSIONAL EXPERIENCE

Mr. Groves founded EMC Planning Group in 1978. Through his leadership and commitment to excellence in client service and the hiring of highly qualified personnel, Mr. Groves has successfully established the firm as one of the leading land use and environmental planning firms in California.

Mr. Groves is involved in project management and coordination of a full range of planning projects completed by the firm. From 1995—1997, he served as project manager for the Fort Ord Reuse Plan, a national, award-winning policy document. His focus within the firm is on client representation for urban and regional planning projects; coastal planning efforts; conceptual design; real estate due diligence and site evaluation studies; land use planning and permitting efforts; and city, county, school district and special district planning and permitting. With his experience as a land use and policy planner, Mr. Groves has provided project management for over 750 planning projects, within more than 150 California cities, counties, and special districts.

EDUCATION

B.A. University of California at Santa Barbara, Environmental Studies, 1977

B.A. University of California at Santa Barbara, Geography, 1977

PROFESSIONAL CERTIFICATION

AICP - American Institute of Certified Planners, Professional Certification, 1990-Present

PROFESSIONAL ACHIEVEMENTS AND AWARDS

- Professional Certification, American Institute of Certified Planners, 1990-Present
- Initiative Author, Initiative Measure to Allow For a Recreational Vehicle Park and other Recreational Oriented Uses in the Vicinity of the Fort Ord National Monument, Laguna Seca Raceway and Recreation Area, and the Monterey Peninsula and Monterey Bay Region.
- Awards, *City of Salinas Economic Development Element*, 2014
  - Outstanding Planning Document-Association of Environmental Professional (2016)
  - Economic Planning and Development Award of Excellence-American Planning Association, California Chapter, Northern Section (2015)
  - Economic Planning and Development Award of Merit-American Planning Association California Chapter (2015)
- Award, *Fort Ord Reuse Plan Reassessment*, 2012
  - Best Practices Award of Merit-American Planning Association, California Chapter, Northern Section, 2013
- Award, *Fort Ord Reuse Plan and EIR*, 1997
  - Comprehensive Planning in a Small Jurisdiction - National Planning Award for Outstanding Planning, American Planning Association National Chapter

PROFESSIONAL ASSOCIATIONS AND COMMUNITY INVOLVEMENT

- Member, American Planning Association
- Former Member, Monterey Peninsula Water Management District, Policy and Technical Advisory Committees
- Former Member, Sand City Habitat Conservation Task Force
- Member, Ventana Chapter, Sierra Club
- Head Coach, Monterey High School Baseball Program, 1980-Present
- President, Save Our Sports (SOS), Local Non-profit Supporting High School Baseball and Softball
- President, Foster Parent Association, Santa Cruz County
- Member, Child Welfare Services Systems Improvement Steering Committee
- Community Leadership Council - Ending Oppression Worldwide



Shoshana Lutz

ASSOCIATE PLANNER

PROFESSIONAL EXPERIENCE

Ms. Lutz joined the firm in 2017. Her responsibilities include writing initial studies and environmental impact reports in compliance with the California Environmental Quality Act (CEQA), providing contract staff support to governmental agencies, assisting with public outreach programs, and providing private clients with permit processing and entitlement assistance, constraints analysis, land use assessments, and feasibility analyses.

Prior to joining EMC Planning Group, Ms. Lutz worked for the City of Carmel-by-the-Sea in the Community Planning and Building Department. Her responsibilities included assisting with preliminary plan check review for building and planning applications, conducting preliminary site assessments on residential properties, and conducting preliminary design reviews in residential and commercial areas. Ms. Lutz's experience also includes completing an internship with BuildingWise, LLC, a private consulting firm that assists organizations with commercial structures' LEED certification.

EDUCATION

B.S. California State University Monterey Bay, Environmental Science Technology and Policy, Emphasis in Ecology and Natural Resources, 2014

TRAINING

- ESRI ArcGIS Map Making and Spatial Analysis Course

PROFESSIONAL ASSOCIATION

- Member, Association of Environmental Professionals



Teri Wissler Adam

VICE PRESIDENT/SENIOR PRINCIPAL

PROFESSIONAL EXPERIENCE

Ms. Wissler Adam joined the firm in 1991 and has been a principal since 2001. Her area of expertise is in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance.

Ms. Wissler Adam directs the CEQA and NEPA compliance projects for the firm. She has been responsible for a large variety of private projects, including residential, commercial, industrial, mixed-use, and large specific plan and general plan projects. She has also managed several projects for public facilities, such as recycled water projects, roadway projects, bikeway projects, bridge projects, elementary schools, high schools, and college campuses, and other public facilities, such as health clinics, landfills, child development centers, and federal research facilities. She has represented public clients throughout Monterey County, San Benito County, Santa Clara County, Merced County, San Luis Obispo County, San Mateo County, Santa Cruz County, and as far south as Los Angeles County.

EDUCATION

B.S. California Polytechnic State University at San Luis Obispo, Business Administration, Concentration in Environmental Management, 1991

PROFESSIONAL ACHIEVEMENTS

- Presenter, CEQA Seminar, Lorman Education Services
- Presenter, CEQA Workshop, Association of Environmental Professionals
- Member, Association of Environmental Professionals
- Contributor, *Environmental Mitigation Handbook*, California's Coalition for Adequate School Housing, February 2009
- Past Director/President/Newsletter Editor, Monterey Bay Area Chapter, Association of Environmental Professionals

PROFESSIONAL ASSOCIATION

- Member, Association of Environmental Professionals



Zane Mortensen, MS

ASSOCIATE PLANNER

PROFESSIONAL EXPERIENCE

Mr. Mortensen joined the firm in April 2022, as an Assistant Planner to provide support in the preparation of environmental planning and land use documents for a variety of development projects such as residential sites, schools, subdivisions, specific plans, hospitals, and recreational facilities. Primary responsibilities involve conducting air quality and greenhouse gas emissions modeling and analysis, as well as the preparation of environmental review documentation in compliance with CEQA/NEPA regulatory standards.

In May 2019, he was awarded a Master's of Science degree from the Environmental Science Graduate Program at California State University, Monterey Bay (CSUMB). During his academic career, he developed a range of skills to apply to environmental issues within the community while working on projects for both State and County entities. He also had the opportunity to participate in research focused on the development of water treatment technology aimed at remediating agricultural pollutants from local tributaries.

Upon receiving his Master's of Science degree in Environmental Science from CSUMB, Mr. Mortensen was hired by the Rural Community Assistance Corporation to facilitate planning efforts that supported drinking water, wastewater, and stormwater infrastructure development for low-income rural communities. His role largely involved overseeing State funded consolidation efforts between small rural community water systems and larger local utility providers.

EDUCATION

M.S. California State University Monterey Bay, Environmental Science, 2019

B.S. California State University Monterey Bay, Environmental Science Technology and Policy, 2017

A.S. Cerritos College, Natural Sciences, 2015

A.A. Cerritos College, Automotive Mechanical Repair, 2013

CERTIFICATIONS & TRAINING

- UC San Diego CEQA Practice Certification, current enrollment
- The Safe Drinking Water Act, 2019
- Advanced Water Treatment, 2019
- Successful completion Grade I Wastewater Plant Operator Examination, 2014

PUBLICATIONS

- *Current Conditions and Restoration Scenarios for the Carmel River and Riparian Corridor at the Rancho Cañada Parcel of Palo Corona Park: Carmel Valley CA*, Central Coast Watershed Studies, March 2019
- *Hydrology and Water Quality of the Big Sur Land Trust Property in Carr Lake*, Central Coast Watershed Studies, April 2019
- *Isolation of Microbial Populations with the Ability to Use Pesticides as a Sole Carbon Source in Multichannel Woodchip Bioreactors under a Controlled Environment*, American Chemical Society, October 2018

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

February 7, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Dave Potter, Mayor
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Report on the Ad Hoc Committee findings and recommendations regarding the Police/Public Works Building; authorize staff to move forward with Request for Proposals (RFP) for architectural firms with a strong practice in Police Department design and rehabilitation

RECOMMENDATION:

Receive a report from the Ad Hoc Committee regarding their research into the maintenance condition and operational needs of the Police/Public Works building and recommendations for moving forward.

Direct staff to move forward with a Request for Proposals (RFP) from architectural firms with a strong practice in Police Department design and rehabilitation.

BACKGROUND/SUMMARY:

This report is submitted by Mayor Potter and Councilmember Baron.

The Ad Hoc Committee

The Ad Hoc Committee, comprised of Mayor Potter and Councilmember Baron, met several times and completed a site visit to develop our recommended approach on the Project. We met with and received input from the City Administrator, Police Chief, Acting Police Chief, Public Works Director, Community Planning and Building Director, Building Official, and our contracted Project Manager (collectively Project Team).

The Ad Hoc Committee Process

The building, which was constructed in 1968, houses the Police and Public Works Departments. The Police section of the building houses the Department's public lobby, administrative offices, evidence storage, locker rooms, break room, 911 Emergency Dispatch Center, Emergency Operations Center (EOC), and shooting range, all located on the upper two of three levels at the north end of the combined building. Public Works spaces are located on the third floor, below grade.

At ground level, a set of plaza spaces separate the Police area from the Public Works Administration

offices. The ground level of Public Works contains the public reception lobby, administrative staff workstations, and the Director's and Forester's offices. The lower level portion of the building contains vehicle bays in the garage, shop spaces, and shared utility systems for the combined building. The Public Works space in the third level below the Police space contains several offices, a break room/conference room, tool rooms, storage, and the 911 server.

Multiple discussions with the Project Team and our tour highlighted the need for public convenience, operational, and maintenance improvements in the Police Department side of the building. Some of these items we saw need to be dealt with immediately, some can be addressed in a more deliberative way, and some improvements could be considered important but are not required to be addressed immediately.

A secondary benefit of the tour was to show the interconnectedness of the two sections of the building's critical components. For example, roof leaks on the police side of the building result in water moving through the building and surfacing on the walls containing the electrical panels for the whole building that are in the Public Works garage. Similarly, the building's electrical switchgear and emergency power supply, boiler, heating-ventilating and plumbing systems are also interconnected. The tour also demonstrated the reality that even though our initial focus was on the Police side of the building, we will also need to do a considerable amount of work on the Public Works side of the building. Finally, the tour gave us the opportunity to see the need to improve the quality of the employee workspaces. These improvements will increase employee workspace efficiency, job satisfaction, retention, and recruitment.

Ad Hoc Committee Strategy

Our recommended strategy is to direct staff to move forward with an RFP from Architecture firms with a strong practice in Police Department Design and Rehabilitation. The selected architectural firm will:

- Complete an analysis of the building complex that will identify repairs and improvements and associated cost estimates that are required for the building to be safe,
- Identify those repairs/ improvements that are specifically required for the police function's current occupancy,
- Identify building improvements and associated costs that are required to meet the Police Officer Standards and Training (POST)/International Association of Chiefs of Police (IACP) standards of operation,
- Identify the work and cost estimates necessary to meet required code upgrades generated by other work in the building as well as any desirable code upgrades,
- Provide an estimate of the useful life of the building for Police Department operations with the above improvements, and
- Develop a plan and cost estimate for the minimum temporary facility/operations space requirements to allow the Police Department to vacate their portion of the building during construction.

The bottom line is that the Ad Hoc Committee believes that it is essential that we develop an immediate strategy to address any code, safety, and POST/IACP operational issues of the Police and common utility sections of the building.

Examples of potential Police building operational requirements and improvements follow:

-
- Provide an improved separate ventilation system for the evidence storage room
- Provide ventilated evidence packaging area
- Provide an appropriately equipped witness/victim Interview room

- Improve the physical security of building interior and exterior
- Provide additional lighting and security in the vehicle area
- Improve locker rooms to provide space for lockers and equipment storage with needed utilities and ventilation
- Improve handicap access to the Police Department Lobby and handicap accessible restroom
- Evaluate the current EOC space and communication needs

The Police and Public Works sections of the building share multiple building maintenance issues that should be addressed. Examples of these maintenance needs follow:

- The roof membrane should be inspected throughout the entire building.
- Crawl spaces/interstitial spaces between floors should be inspected for standing water and other hazards.
- Damp areas should be checked for mold.
- Important building components should be inspected for reliability.

Ad Hoc Committee Recommendation

In summary, to move on this expeditiously, the Ad Hoc committee recommends that the staff immediately issue an RFP from Architectural firms that have a specialty practice in Public Safety design to develop a feasibility analysis, concept design and cost estimate for addressing the current building maintenance and operational shortfalls. Once an architectural firm is selected, staff will come back to Council with a recommended scope of services and fees under a new Professional Services Agreement for City Council approval through a thorough public process.

Once the architectural team's initial work is completed, we can identify the extent of any essential safety, operational, and maintenance issues, along with updated cost estimates. With this information, we will then be able to proceed with City Council decision making regarding the desired scope of the design and the construction costs. This time-sensitive work would be separate from any potential work efforts that may be desired for the follow-on, project planning and financing process for a new facility; however, the recommended analysis will provide the factual data needed to assist Council in deciding whether to initiate the process for such a long-term, major investment.

The above recommendations, if adopted and executed, will provide important information to the community and the workforce and essential information for informed decision making by the Council.

FISCAL IMPACT:

None for this discussion.

The City Council has appropriated a total of $3.3 million for this Project in the capital project account #301-311-00-43008. Of this amount, $2 million was allocated in FY 2021/22 to resume the prior renovation project which was put on hold at the time of the Pandemic. In FY 2022/23, and additional $1.3 million was allocated for an "expanded scope" of the project. Of this amount, a small percentage is being consumed for the 4Leaf Project Manager and for making essential safety corrections.

Once technical proposals are received from architects and evaluated by the Project Team, we will be able to provide more a precise cost estimate for the design effort and attendant cost estimates for the subsequent construction of phases.

PRIOR CITY COUNCIL ACTION:

The City Council and staff have been dealing with this Project since early 2017.

At the December 2022 meeting, the City Council appointed an Ad Hoc Committee to work with the Project Team to develop a set of recommendations on a way forward. Meanwhile, the building maintenance issues continue to be challenging. The operational issues for the Police function, building maintenance issues, and code upgrades need to be addressed as soon as possible as recommended in the report.

ATTACHMENTS:

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

February 7, 2023
PUBLIC HEARINGS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brandon Swanson, Community Planning & Building Director
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Consider Ordinance No. 2022-007 (first reading) amending Carmel Municipal Code (CMC) Sections 17.14.040, 17.28.010, and 17.70.020, to prohibit timeshare and fractional interest uses, as well as advertising and sale thereof, in a manner fully in conformity with the California Coastal Act (CA Section 30510) - Continued from December 6, 2022, and January 10, 2023

RECOMMENDATION:

1. Request the City Attorney to read the title of Ordinance 2022-007.
2. Waive further reading and introduce draft ordinance 2022-007 amending Carmel municipal code (CMC) sections 17.14.040, 17.28.010, and 17.70.020, to prohibit timeshare and fractional interest uses, as well as advertising and sale thereof, in a manner fully in conformity with the California Coastal Act (CA section 30510).

BACKGROUND/SUMMARY:

EXECUTIVE SUMMARY

The Carmel-by-the-Sea Municipal Code prohibits timeshares. The proposed ordinance confirms the existing prohibition of time shares, and adds new prohibitions with respect to advertisement and sale of timeshares and fractional interest ownerships. The City's Planning Commission has recommended adoption of these amendments, with an additional recommendation for Council to have a policy level discussion in the future about whether or not timeshares should continue to be prohibited in the Village.

BACKGROUND

Existing provisions of the Carmel-by-the-Sea Municipal Code prohibit timeshare uses. Specifically, timeshares are prohibited in all zoning districts of the City, and are defined in Section 17.28.010 to include any land use that is a "timeshare project", "time share program," or "time share occupancy." These are defined in Section 17.70.020 as follows:

> *Time-Share Occupancy.* An occupancy related to the situation wherein a purchaser receives the right or entitlement in perpetuity, for life, or for a term of years or other extended term, to the recurrent, exclusive use or occupancy of a lot, parcel, unit, room(s), hotel or portion thereof, or segment of real

property, annually or on some other seasonal or periodic basis, for a period of time that has been or will be allotted from the use or occupancy periods into which the time-share project which is involved has been divided. The right or entitlement to occupancy may attach in advance to a specific lot, parcel, unit, room(s) or portion of a hotel, or segment of real property, or may involve designation or selection of the same at a future time or times.

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

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

As a result of recent enforcement efforts related to timeshares, City staff have reviewed the existing city code provisions and recommend that they be revised to confirm the existing prohibition, and additionally, that new prohibitions be added with respect to advertisement and sale of timeshares and fractional interest ownerships, which are treated identically under the existing City code.

On October 12th, 2022, the Planning Commission was presented these draft amendments, and received testimony from the public. Following discussion, the Commission approved a resolution recommending that the City Council adopt the ordinance as drafted by staff. The Commission also crafted an additional recital recommending that Council have a policy discussion in the near future to explore whether or not timeshares should still be prohibited in the City of Carmel-by-the-Sea. This additional recommendation arose from deliberations during the hearing, in which the Commissioners discussed the number of vacant homes in the Village and whether a form of timeshare use could present a solution to filling them. The Commission's additional recommendation is for Council to hold a separate hearing in the near future to have a policy level discussion and decide whether or not to refer an item back to the Planning Commission to remove or modify the prohibition on timeshares in Carmel-by-the-Sea.

STAFF ANALYSIS

The changes proposed by the ordinance include:

- Section 17.70.020 is modified to simplify the City's existing definitions with respect to timeshares. The City's existing definitions include definitions of time-share estate, time-share use, time-share occupancy, and time-share property, which are based on similar definitions in state law (the Vacation Ownership and Time-Share Act of 2004, as set forth in Business and Professions Code section 11210 et seq.). However, the existing definitions with respect to timeshares in 17.70.020 are multiple and reference each other, and introduce unnecessary complexity into the City's zoning regulations. While not a substantive change in the scope of the City's regulations, the proposed ordinance would simplify definitions to prohibit the use of real property under a "time-share plan."

  The definition of "time-share plan" would mean "any arrangement, plan, scheme, or similar device, whether established by membership agreement, sale, lease, deed, license, right to use agreement, articles of organization or incorporation, operating agreement or bylaws, or by any other means, whereby a purchaser, in exchange for consideration, receives the right to exclusive use of real property or portion thereof, according to a fixed or floating time schedule, for a period of time less

than a full year during any given year, on a recurring basis for more than one year, but not necessarily for consecutive years."

The code would specify that a time share plan exists "whenever such recurring rights of exclusive use to real property are created, regardless of whether such exclusive rights of use are a result of a grant of ownership rights, possessory rights, membership rights, rights pursuant to contract, or ownership of a fractional interest or share in real property, and regardless of whether they are coupled with ownership of a real property interest such as freehold interest or an estate for years in the property subject to the time-share plan."

The code would be revised to make clear that a prohibited timeshare is created whenever any right is established for exclusive use of the property that is periodic on a recurring basis, regardless of the form. The definition of "timeshare plan" would now specifically mention that fractional ownership is one way a timeshare can be created, which is also not a substantive change. "Time-share use" and "fractional interest use" are defined to mean exactly same thing, so that it is clear to all potential violators that there is no difference between a fractional interest use and a timeshare use.

- 17.14.040, prohibiting timeshares in commercial zones, is modified to use the updated definitions.

- 17.28.010.A, prohibiting timeshares in all city zoning districts, is updated to use the updated definitions. Additional subsections are added to this section to make advertisement of timeshares subject to criminal penalties as well as the City's administrative civil penalty process. The code also specifies that each day a violation occurs is a separate offense, for purposes of deterring violations by increasing the visibility of potential consequences.

While the existing municipal code prohibits fractionalized interest ownership, as a timeshare is created based on the allocation of exclusive rights of use to real property, the proposed code amendments would clarify the prohibition and strengthen enforcement efforts.

Additionally, the proposed ordinance would expressly prohibit the advertisement and sale of timeshares and fractional interest uses; this would allow for proactive enforcement by the City against those involved in the creation, advertisement, and sale of such prohibited land uses, rather than just the purchaser or owner of a timeshare or fractional interest use.

FISCAL IMPACT:

The staff time associated with processing this ordinance amendment is captured in the FY2022/2023 Community Planning and Building Budget.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

Attachment 1) PC Resolution 2022-036-PC Recommending Approval
Attachment 2) Draft Ord. 2022-007 REDLINE
Attachment 3) Draft Ord. 2022.007 CLEAN

CITY OF CARMEL-BY-THE-SEA

PLANNING COMMISSION

RESOLUTION NO. 2022-036-PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARMEL-BY-THE-SEA RECOMMENDING CITY COUNCIL ADOPT ORDINANCE AMENDING MUNICIPAL CODE SECTIONS 17.14.040, 17.28.010, AND 17.70.020, TO PROHIBIT TIMESHARE AND FRACTIONAL INTEREST USES, AS WELL AS ADVERTISING AND SALE THEREOF

WHEREAS, existing provisions of the Carmel-by-the-Sea Municipal Code prohibit timeshare uses. Specifically, timeshares are prohibited in all zoning districts of the City, and regulated by Sections 17.28.010, 17.70.020 and 17.14.040; and

WHEREAS, as a result of enforcement efforts, City staff have reviewed the existing city code provisions and recommend that they be revised to confirm the existing prohibition, and additionally, that new prohibitions be added with respect to advertisement and sale of timeshares and fractional interest ownerships, which are treated identically under the existing City code; and

WHEREAS, notice of a public hearing of the Planning Commission was published on September 30th, 2022 in compliance with State law (California Government Code 65091); and

WHEREAS, on October 12, 2022, the Planning Commission held a public hearing to consider draft Ordinance 2022-007 amending regulations pertaining to timeshares and receive public testimony, including without limitation, information provided to the Planning Commission by City staff and through public testimony; and

WHEREAS, the Planning Commission found that the draft Ordinance 2022-007 was consistent with the City's General Plan, Local Coastal Plan, and all other relevant City and State codes and regulations.

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

WHEREAS, the Planning Commission finds that pursuant to CEQA regulations, the project will have no impact on the environment and is not considered a project requiring compliance with the California Environmental Quality Act (Section 21065 of the California Public Resources Code); and

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

NOW, THEREFORE, BE IT RESOLVED, THAT THE PLANNING COMMISSION OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY recommend the City Council amend municipal code sections 17.14.040, 17.28.010, and 17.70.020, to prohibit timeshare and fractional interest uses, as well as advertising and sale thereof and adopt the Update in a manner fully in conformity with the Coastal Act (CA Section 30510).

BE IT FURTHER RESOLVED, THAT THE PLANNING COMMISSION OF THE CITY OF CARMEL-BY-THE-SEA DOES ALSO recommend the City Council hold a separate hearing in the near future to have a policy level discussion and decide whether or not to refer an item back to the Planning Commission to remove or modify the prohibition on timeshares in Carmel-by-the-Sea.

PASSED, APPROVED, AND ADOPTED BY THE PLANNING COMMISSION OF THE CITY OF CARMEL-BY-THE-SEA this 12th day of October, 2022, by the following vote:

AYES: Delves, Allen, Bolton, LePage, Locke

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

_____
Michael LePage, Chair

_____
Leah Young, Planning Commission Secretary

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

ORDINANCE NO. 2022-007

AN ORDINANCE AMENDING THE CARMEL-BY-THE-SEA MUNICIPAL CODE TO PROHIBIT TIMESHARE AND FRACTIONAL INTEREST USES, AS WELL AS ADVERTISING AND SALE THEREOF IN A MANNER FULLY IN CONFORMITY WITH THE COASTAL ACT (~~CA~~ PUBLIC RESOURCES CODE SECTION 30510 *ET SEQ.*)

WHEREAS, timeshares involve the division of the exclusive rights to use, possess, and occupy any real property between multiple persons, pursuant to a fixed or floating time schedule; and

WHEREAS, since at least 1988, the City of Carmel-by-the-Sea has prohibited the establishment of timeshares within the City; and

WHEREAS, the Housing Element of the City's General Plan specifically recognizes that the City seeks to protect the stability of residential neighborhoods by promoting year-round occupancy, and to avoid depletion of residents and associated impacts on the community, City services, Goal G3-4 of the City's Housing Element specifically requires the enforcement of the prohibitions on short-term, transient rentals and timeshares in residential dwellings; and

WHEREAS, the Planning Commission of the City of Carmel-by-the-Sea reviewed the ordinance, and on October 12, 2022, determined the ordinance was consistent with the City's General Plan, Local Coastal Plan, and all other relevant City and State codes and regulations, and having reviewed the Planning Commission's recommendations and the relevant provisions of the General Plan, the City Council finds that the ordinance is consistent with the City's General Plan; and

WHEREAS, recent increases in the development and sale of fractional interest ownerships have made it appropriate for the City to revisit its municipal code to clarify that fractional interest ownerships are prohibited timeshares and to also expressly prohibit the advertising and sale of prohibited timeshares and fractional interest uses.

WHEREAS, notice of the public hearing was published on November 25, 2022 in compliance with State law (California Government Code 65091), indicating the date and time of the public hearing; and

WHEREAS, on December 6, 2022, the City Council opened the ~~a~~ public hearing to receive public testimony regarding the draft ordinance, including without limitation, information provided by City staff and public testimony, and continued the hearing to a date certain of January 10, 2023; and

WHEREAS, on January 10, 2023, the City Council re-convened the public hearing to receive further public testimony regarding the draft ordinance, including without limitation, information provided by City staff and public testimony; and

WHEREAS, this decision is made based upon evidence presented to the City Council at its December 6, 2022 and January 10, 2023 hearings including, without limitation, the staff report submitted by the Community Planning and Building Department and public testimony; and

WHEREAS, the City Council did hear and consider all said reports, recommendations, attachments and testimony herein above set forth and used their independent judgement to evaluate the ordinance; and

WHEREAS, the proposed amendments are in full conformity with the City's Local Coastal Plan and the California Coastal Act (~~CA~~ Public Resources Code Section 30510 *et seq.*)

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

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

SECTION 2. Amendment to the CMC.

1. Subsection A of Section 17.14.040 is amended and restated as follows:

17.14.040 Additional Use Regulations.

A. All Uses.

1. No new structure or modification to an existing structure shall be permitted nor shall any business license be issued that would allow the creation of publicly accessible retail space occupying fewer than 200 square feet or more than 5,000 square feet unless approved through a use permit and pursuant to the adoption of findings per CMC 17.64.200, Retail Space of Less Than 200 Square Feet or Greater Than 5,000 Square Feet.

2. No timeshare uses or fractional interest uses shall be established or permitted in any zone.

3. Except in restaurants, not more than five persons in any one individually licensed business shall be engaged in the production, repair or manufacturing of goods.

4. No use shall be permitted and no process, equipment, or materials shall be employed which is found by the Planning Director or by the Planning Commission to be

objectionable to persons residing or working in the vicinity by reason of odor, fumes, noise, vibration, illumination, glare, unsightliness, dust, cinders, dirt, refuse, water-carried wastes or heavy truck traffic, or involve any hazard of fire or explosion.

2. Section 17.28.010 is amended and restated as follows:

17.28.010 Timeshare and Fractional Interest Uses.

A. Timeshare uses and fractional interest uses are prohibited uses within all of the zoning districts within the City.

B. Any responsible person, including but not limited to an owner of a time-share interest, management entity, agent, or broker who uses, or allows the use of, or advertises or causes to be printed, published, advertised, or disseminated in any way and through any medium, the availability for sale or use of real property in violation of this section is guilty of a misdemeanor for each day in which such accommodation is used, allowed to be used, or advertised for sale or use in violation of this chapter. Such violation shall be punishable pursuant to Chapter 1.16 (General Penalty).

C. Any responsible person, including but not limited to an owner of a time-share interest, management entity, agent, or broker who uses, or allows the use of, or advertises or causes to be printed, published advertised, or disseminated in any way and through any medium, the availability for sale or use of real property in violation of this section is subject to administrative fines and/or penalties as set forth in Chapter 18.04 (Municipal Code and Ordinance Enforcement).

D. Each day a violation of this section occurs shall constitute a separate offense, and the remedies under this section are cumulative and in addition to any and all other remedies available at law and equity.

3. "Time-Share Definitions" of Section 17.70.020 is amended to repeal the definitions of "Time-Share Estate," "Time-Share Occupancy," "Time-Share Program," "Time-Share Project," and "Vacation-Time Sharing Project," and restated to enact the definitions of "Time-Share Plan," "Time-Share Use" and "Fractional Interest Use" to read as follows:

17.70.020 Definitions.

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

Time-Share Definitions.

"Time-Share Plan" means any arrangement, plan, scheme, or similar device, whether established by membership agreement, sale, lease, deed, license, right-to-use agreement, articles of organization or incorporation, operating agreement or bylaws, or by any other means, whereby a purchaser, in exchange for consideration, receives the right to exclusive use of real property or portion thereof, according to a fixed or floating time schedule, for a period of time less than a full year during any given year, on a recurring basis for more than one year, but not necessarily for consecutive years. A timeshare plan shall be deemed to exist whenever such recurring rights of exclusive use to real property are created, regardless of whether such exclusive rights of use are

a result of a grant of ownership rights, possessory rights, membership rights, rights pursuant to contract, or ownership of a fractional interest or share in real property, and regardless of whether they are coupled with ownership of a real property interest such as freehold interest or an estate for years in the property subject to the time-share plan.

"Time-Share Use" and "Fractional Interest Use" means the use of real property or any part thereof, pursuant to a timeshare plan.

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

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

SECTION 4. Publication. The City Clerk shall publish or post this ordinance in the manner required by law.

SECTION 5. Effective Date. This ordinance shall be effective 30 days after its adoption and after approval by the California Coastal Commission.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVE:

Dave Potter, Mayor

ATTEST:

Nova Romero, MMC, City Clerk

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

ORDINANCE NO. 2022-007

AN ORDINANCE AMENDING THE CARMEL-BY-THE-SEA MUNICIPAL CODE TO PROHIBIT TIMESHARE AND FRACTIONAL INTEREST USES, AS WELL AS ADVERTISING AND SALE THEREOF IN A MANNER FULLY IN CONFORMITY WITH THE COASTAL ACT (PUBLIC RESOURCES CODE SECTION 30510 *ET SEQ.*)

WHEREAS, timeshares involve the division of the exclusive rights to use, possess, and occupy any real property between multiple persons, pursuant to a fixed or floating time schedule; and

WHEREAS, since at least 1988, the City of Carmel-by-the-Sea has prohibited the establishment of timeshares within the City; and

WHEREAS, the Housing Element of the City's General Plan specifically recognizes that the City seeks to protect the stability of residential neighborhoods by promoting year-round occupancy, and to avoid depletion of residents and associated impacts on the community, City services, Goal G3-4 of the City's Housing Element specifically requires the enforcement of the prohibitions on short-term, transient rentals and timeshares in residential dwellings; and

WHEREAS, the Planning Commission of the City of Carmel-by-the-Sea reviewed the ordinance, and on October 12, 2022, determined the ordinance was consistent with the City's General Plan, Local Coastal Plan, and all other relevant City and State codes and regulations, and having reviewed the Planning Commission's recommendations and the relevant provisions of the General Plan, the City Council finds that the ordinance is consistent with the City's General Plan; and

WHEREAS, recent increases in the development and sale of fractional interest ownerships have made it appropriate for the City to revisit its municipal code to clarify that fractional interest ownerships are prohibited timeshares and to also expressly prohibit the advertising and sale of prohibited timeshares and fractional interest uses.

WHEREAS, notice of the public hearing was published on November 25, 2022 in compliance with State law (California Government Code 65091), indicating the date and time of the public hearing; and

WHEREAS, on December 6, 2022, the City Council opened the public hearing to receive public testimony regarding the draft ordinance, including without limitation, information provided by City staff and public testimony, and continued the hearing to a date certain of January 10, 2023; and

WHEREAS, on January 10, 2023, the City Council re-convened the public hearing to receive further public testimony regarding the draft ordinance, including without limitation, information provided by City staff and public testimony; and

WHEREAS, this decision is made based upon evidence presented to the City Council at its December 6, 2022 and January 10, 2023 hearings including, without limitation, the staff report submitted by the Community Planning and Building Department and public testimony; and

WHEREAS, the City Council did hear and consider all said reports, recommendations, attachments and testimony herein above set forth and used their independent judgement to evaluate the ordinance; and

WHEREAS, the proposed amendments are in full conformity with the City's Local Coastal Plan and the California Coastal Act (Public Resources Code Section 30510 *et seq.*)

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

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

SECTION 2. Amendment to the CMC.

1. Subsection A of Section 17.14.040 is amended and restated as follows:

17.14.040 Additional Use Regulations.

A. All Uses.

1. No new structure or modification to an existing structure shall be permitted nor shall any business license be issued that would allow the creation of publicly accessible retail space occupying fewer than 200 square feet or more than 5,000 square feet unless approved through a use permit and pursuant to the adoption of findings per CMC 17.64.200, Retail Space of Less Than 200 Square Feet or Greater Than 5,000 Square Feet.

2. No timeshare uses or fractional interest uses shall be established or permitted in any zone.

3. Except in restaurants, not more than five persons in any one individually licensed business shall be engaged in the production, repair or manufacturing of goods.

4. No use shall be permitted and no process, equipment, or materials shall be employed which is found by the Planning Director or by the Planning Commission to be objectionable to persons residing or working in the vicinity by reason of odor, fumes,

noise, vibration, illumination, glare, unsightliness, dust, cinders, dirt, refuse, water-carried wastes or heavy truck traffic, or involve any hazard of fire or explosion.

2. Section 17.28.010 is amended and restated as follows:

17.28.010 Timeshare and Fractional Interest Uses.

A. Timeshare uses and fractional interest uses are prohibited uses within all of the zoning districts within the City.

B. Any responsible person, including but not limited to an owner of a time-share interest, management entity, agent, or broker who uses, or allows the use of, or advertises or causes to be printed, published, advertised, or disseminated in any way and through any medium, the availability for sale or use of real property in violation of this section is guilty of a misdemeanor for each day in which such accommodation is used, allowed to be used, or advertised for sale or use in violation of this chapter. Such violation shall be punishable pursuant to Chapter 1.16 (General Penalty).

C. Any responsible person, including but not limited to an owner of a time-share interest, management entity, agent, or broker who uses, or allows the use of, or advertises or causes to be printed, published advertised, or disseminated in any way and through any medium, the availability for sale or use of real property in violation of this section is subject to administrative fines and/or penalties as set forth in Chapter 18.04 (Municipal Code and Ordinance Enforcement).

D. Each day a violation of this section occurs shall constitute a separate offense, and the remedies under this section are cumulative and in addition to any and all other remedies available at law and equity.

3. "Time-Share Definitions" of Section 17.70.020 is amended to repeal the definitions of "Time-Share Estate," "Time-Share Occupancy," "Time-Share Program," "Time-Share Project," and "Vacation-Time Sharing Project," and restated to enact the definitions of "Time-Share Plan," "Time-Share Use" and "Fractional Interest Use" to read as follows:

17.70.020 Definitions.

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

Time-Share Definitions.

"Time-Share Plan" means any arrangement, plan, scheme, or similar device, whether established by membership agreement, sale, lease, deed, license, right-to-use agreement, articles of organization or incorporation, operating agreement or bylaws, or by any other means, whereby a purchaser, in exchange for consideration, receives the right to exclusive use of real property or portion thereof, according to a fixed or floating time schedule, for a period of time less than a full year during any given year, on a recurring basis for more than one year, but not necessarily for consecutive years. A timeshare plan shall be deemed to exist whenever such recurring rights of exclusive use to real property are created, regardless of whether such exclusive rights of use are a result of a grant of ownership rights, possessory rights, membership rights, rights

pursuant to contract, or ownership of a fractional interest or share in real property, and regardless of whether they are coupled with ownership of a real property interest such as freehold interest or an estate for years in the property subject to the time-share plan.

"Time-Share Use" and "Fractional Interest Use" means the use of real property or any part thereof, pursuant to a timeshare plan.

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

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

SECTION 4. Publication. The City Clerk shall publish or post this ordinance in the manner required by law.

SECTION 5. Effective Date. This ordinance shall be effective 30 days after its adoption and after approval by the California Coastal Commission.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVE: ATTEST:

_____ _____

Dave Potter, Mayor Nova Romero, MMC, City Clerk

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

February 7, 2023
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brian Pierik, City Attorney
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Receive an Update on the AB 2449 Teleconferencing Rules for Attendance at Meetings of Legislative Bodies

RECOMMENDATION:

Receive an update from the City Attorney on the AB 2449 teleconferencing rules for attendance at meetings of legislative bodies.

BACKGROUND/SUMMARY:

This Staff Report will address the teleconferencing rules for attendance at meetings of legislative bodies. Teleconferencing is sometimes referred to as virtual or remote attendance.

AB 2449 amended Government Code Section 54953 of the Brown Act and became effective on January 1, 2023. AB 2449 provides an additional procedure for members of legislative bodies to attend public meetings remotely.
With the adoption of AB 2449, there are currently the following three methods for attending a meeting of a legislative body by teleconferencing:

1. The "traditional" teleconferencing rules in Government Code Section 54953 (b) effective now and in the future unless amended by the Legislature.

2. AB 361 which is codified in Government Code Section 54953 (e) and has special rules for teleconferencing that are different than the "traditional" teleconferencing rules. Note that AB 361 will expire on January 1, 2024 and will also apply only so long as the State's declaration of emergency remains in effect. According to a press release issued on October 2022, Governor Newsom is expected to end the Declaration of Emergency on February 28, 2023.

3. AB 2449 rules as described below effective January 1, 2023. AB 2449 does not prevent legislative bodies from continuing to have hybrid meetings to allow the public to attend meetings remotely, it only impacts when a member of a legislative body may attend a meeting remotely.

TRADITIONAL TELECONFERENCING RULES

The "traditional" teleconferencing rules are found in Government Code Section 54953(b) and are set forth

in **Attachment 1** to this Staff Report.

AB 361 TELECONFERENCING RULES

The "AB 361" rules are found in Government Code Section 54953(e) and are set forth in **Attachment 2** to this Staff Report.

AB 2449 TELECONFERENCING RULES

The "AB 2449" rules are found in Government Code Section 54953(f) and are set forth in **Attachment 3** to this Staff Report.

Under AB 2449, members of a legislative body may attend public meetings remotely without identifying their teleconference site on the agency's agenda or ensuring it is accessible to the public if the procedures below are followed.

As long as a quorum of the legislative body participates in person from a physical location open to the public, the remaining agency members can participate remotely in two situations:

1. Just Cause

Just cause is defined as any one of the following:

- childcare or caregiving of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a member to participate remotely;
- a contagious illness that prevents a member from attending in person;
- a need related to a physical or mental disability; or
- travel while on business of the legislative body or another state or local agency.

In order to participate remotely under the just cause provisions, the member must notify the legislative body at the earliest possible opportunity, including at the start of a meeting, of their need to participate remotely and provide a general description of the circumstances related to one of the four items above.

A member may only participate remotely under the just cause provisions up to two meetings per calendar year.

2. Emergency Circumstances

Emergency circumstances means a physical or family medical emergency that prevents a member from attending in person.

In order to participate remotely under the emergency circumstances provisions, the member must request that the legislative body allow them to participate in the meeting remotely because of emergency circumstances and the legislative body must take action to approve the request.

A member must make a request to participate remotely under the emergency circumstances provisions as soon as possible. The legislative body may take action on this request at the earliest opportunity. If the request does not allow sufficient time to place it on the agenda for the meeting for which the request is made, the legislative body may take action on the request at the beginning of the meeting by majority vote.

The legislative body must request a general description of the circumstances relating to the member's need to appear remotely. This description does not have to be more than 20 words and the member does not have to disclose any personal medical information.

Additional Rules if Members Participate Remotely

If agency members participate remotely under this new law for either the just cause or emergency circumstances situations described above then the following rules apply:

1. The legislative body must provide a way for the public to remotely hear, visually observe, and remotely address the legislative body, either by a two-way audiovisual platform or a two-way telephonic service and a live webcasting of the meeting.
2. The legislative body must provide notice of how the public can access the meeting and offer

comments.
3. The agenda must identify and include an opportunity for the public to attend and directly address the legislative body through a call-in option, an internet-based service option, and in-person at the location of the meeting.
4. The body cannot require comments to be submitted before the start of the meeting. The public must be allowed to make "real time" public comment.
5. If there is a disruption to the meeting broadcast or in the ability to take call-in or internet-based public comment, no further action can be taken on agenda items until the issue is resolved.
6. The legislative body must implement a procedure for receiving and resolving requests for reasonable accommodations for individuals with disabilities, and must give notice of these procedures.
7. Members participating remotely must participate through both audio and visual technology.
8. Members participating remotely must publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member and the general nature of the member's relationship with the individual.
9. A member may not participate in meetings solely by teleconference under this law for more than three consecutive months or 20% of the regular meetings for the public agency within a calendar year. If the legislative body regularly meets less than 10 times a year, a member may not participate remotely for more than two meetings.

CONCLUSION

In addition to teleconferencing under the rules set forth in AB 2449 as described above, legislative bodies may still meet via teleconference by following the traditional Brown Act rules of identifying the teleconference site on the agency's agenda and ensuring it is accessible for the public to attend.
Further, legislative bodies may meet by teleconference under AB 361 until January 1, 2024 or until the Governor ends the Declaration of Emergency which is expected to occur on February 28, 2023.
The City may continue to allow the public to attend meetings of the legislative bodies virtually (remotely).

FISCAL IMPACT:

No direct fiscal impact for this action.

PRIOR CITY COUNCIL ACTION:

Adoption of Resolutions to implement AB 361.

ATTACHMENTS:

Attachment 1) Government Code Section 54953 (b) – "Traditional" teleconferencing rules
Attachment 2) Government Code Section 54953 (e) – AB 361 rules
Attachment 3) Government Code Section 54953 (f) -- AB 2449 rules

ATTACHMENT 1

"TRADITIONAL" TELECONFERENCING RULES OF GOVERNMENT CODE SECTION 54953(b).

(b)(1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

ATTACHMENT 2

"AB 361" TELECONFERENCING RULES OF GOVERNMENT CODE SECTION 54953(e).

(e)(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which

prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G)(i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

Attachment 3

AB-2449 Open meetings: local agencies: teleconferences. (2021-2022)

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Date Published: 09/14/2022 09:00 PM

Assembly Bill No. 2449

CHAPTER 285

An act to amend, repeal, and add Sections 54953 and 54954.2 of the Government Code, relating to local government.

[Approved by Governor September 13, 2022. Filed with Secretary of State September 13, 2022.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2449, Blanca Rubio. Open meetings: local agencies: teleconferences.

Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act generally requires posting an agenda at least 72 hours before a regular meeting that contains a brief general description of each item of business to be transacted or discussed at the meeting, and prohibits any action or discussion from being undertaken on any item not appearing on the posted agenda. The act authorizes a legislative body to take action on items of business not appearing on the posted agenda under specified conditions. The act contains specified provisions regarding providing for the ability of the public to observe and provide comment. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency’s jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined.

Existing law, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with those specified teleconferencing requirements in specified circumstances when a declared state of emergency is in effect, or in other situations related to public health.

This bill would revise and recast those teleconferencing provisions and, until January 1, 2026, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements that each teleconference location be identified in the notice and agenda and that each teleconference location be accessible to the public if at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the local agency’s jurisdiction. Under this exception, the bill would authorize a member to participate remotely under specified circumstances, including participating remotely for just cause or due to emergency circumstances. The emergency circumstances basis for remote participation would be contingent on a request to, and action by, the legislative body, as prescribed. The bill, until January 1, 2026, would authorize a legislative body to consider and take action on a request from a member to participate in a meeting remotely due to emergency circumstances if the request does not allow sufficient time to place the proposed action on the posted agenda for the meeting for which the request is made. The bill would define terms for purposes of these teleconferencing provisions.

This bill would impose prescribed requirements for this exception relating to notice, agendas, the means and manner of access, and procedures for disruptions. The bill would require the legislative body to implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with federal law.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 54953 of the Government Code, as amended by Section 3 of Chapter 165 of the Statutes of 2021, is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e).

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises

jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) The legislative body of a local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.

(B) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(C) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(D) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(E) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) This subdivision shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(f) (1) The legislative body of a local agency may use teleconferencing without complying with paragraph (3) of subdivision (b) if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction and the legislative body complies with all of the following:

(A) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(i) A two-way audiovisual platform.

(ii) A two-way telephonic service and a live webcasting of the meeting.

(B) In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment.

(C) The agenda shall identify and include an opportunity for all persons to attend and address the legislative body directly pursuant to Section 54954.3 via a call-in option, via an internet-based service option, and at the in-person location of the meeting.

(D) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(2) A member of the legislative body shall only participate in the meeting remotely pursuant to this subdivision, if all of the following requirements are met:

(A) One of the following circumstances applies:

(i) The member notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting. The provisions of this clause shall not be used by any member of the legislative body for more than two meetings per calendar year.

(ii) The member requests the legislative body to allow them to participate in the meeting remotely due to emergency circumstances and the legislative body takes action to approve the request. The legislative body shall request a general description of the circumstances relating to their need to appear remotely at the given meeting. A general description of an item generally need not exceed 20 words and shall not require the member to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under

existing law, such as the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code). For the purposes of this clause, the following requirements apply:

(I) A member shall make a request to participate remotely at a meeting pursuant to this clause as soon as possible. The member shall make a separate request for each meeting in which they seek to participate remotely.

(II) The legislative body may take action on a request to participate remotely at the earliest opportunity. If the request does not allow sufficient time to place proposed action on such a request on the posted agenda for the meeting for which the request is made, the legislative body may take action at the beginning of the meeting in accordance with paragraph (4) of subdivision (b) of Section 54954.2.

(B) The member shall publicly disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any such individuals.

(C) The member shall participate through both audio and visual technology.

(3) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for a period of more than three consecutive months or 20 percent of the regular meetings for the local agency within a calendar year, or more than two meetings if the legislative body regularly meets fewer than 10 times per calendar year.

(g) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(h) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(i) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing members of the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(j) For the purposes of this section, the following definitions shall apply:

(1) "Emergency circumstances" means a physical or family medical emergency that prevents a member from attending in person.

(2) "Just cause" means any of the following:

(A) A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. "Child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms do in Section 12945.2.

(B) A contagious illness that prevents a member from attending in person.

(C) A need related to a physical or mental disability as defined in Sections 12926 and 12926.1 not otherwise accommodated by subdivision (g).

(D) Travel while on official business of the legislative body or another state or local agency.

(3) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to subdivision (f), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

(4) "Remote participation" means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting. Watching or listening to a meeting via webcasting or another similar electronic medium that does not permit members to interactively hear, discuss, or deliberate on matters, does not constitute remote participation.

(5) "State of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(6) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(7) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic function.

(8) "Two-way telephonic service" means a telephone service that does not require internet access, is not provided as part of a two-way audiovisual platform, and allows participants to dial a telephone number to listen and verbally participate.

(9) "Webcasting" means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

(k) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 2. Section 54953 of the Government Code, as added by Section 4 of Chapter 165 of the Statutes of 2021, is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d).

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) The legislative body of a local agency may use teleconferencing without complying with paragraph (3) of subdivision (b) if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction and the legislative body complies with all of the following:

(A) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(i) A two-way audiovisual platform.

(ii) A two-way telephonic service and a live webcasting of the meeting.

(B) In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment.

(C) The agenda shall identify and include an opportunity for all persons to attend and address the legislative body directly pursuant to Section 54954.3 via a call-in option, via an internet-based service option, and at the in-person location of the meeting.

(D) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(2) A member of the legislative body shall only participate in the meeting remotely pursuant to this subdivision, if all of the following requirements are met:

(A) One of the following circumstances applies:

(i) The member notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting. The provisions of this clause shall not be used by any member of the legislative body for more than two meetings per calendar year.

(ii) The member requests the legislative body to allow them to participate in the meeting remotely due to emergency circumstances and the legislative body takes action to approve the request. The legislative body shall request a general description of the circumstances relating to their need to appear remotely at the given meeting. A general description of an item generally need not exceed 20 words and shall not require the member to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law, such as the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code). For the purposes of this clause, the following requirements apply:

(I) A member shall make a request to participate remotely at a meeting pursuant to this clause as soon as possible. The member shall make a separate request for each meeting in which they seek to participate remotely.

(II) The legislative body may take action on a request to participate remotely at the earliest opportunity. If the request does not allow sufficient time to place proposed action on such a request on the posted agenda for the

meeting for which the request is made, the legislative body may take action at the beginning of the meeting in accordance with paragraph (4) of subdivision (b) of Section 54954.2.

(B) The member shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any such individuals.

(C) The member shall participate through both audio and visual technology.

(3) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for a period of more than three consecutive months or 20 percent of the regular meetings for the local agency within a calendar year, or more than two meetings if the legislative body regularly meets fewer than 10 times per calendar year.

(f) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(g) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(h) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing members of the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(i) For the purposes of this section, the following definitions shall apply:

(1) "Emergency circumstances" means a physical or family medical emergency that prevents a member from attending in person.

(2) "Just cause" means any of the following:

(A) A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. "Child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms do in Section 12945.2.

(B) A contagious illness that prevents a member from attending in person.

(C) A need related to a physical or mental disability as defined in Sections 12926 and 12926.1 not otherwise accommodated by subdivision (f).

(D) Travel while on official business of the legislative body or another state or local agency.

(3) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to subdivision (e), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

(4) "Remote participation" means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting. Watching or listening to a meeting via webcasting or another similar electronic medium that does not permit members to interactively hear, discuss, or deliberate on matters, does not constitute remote participation.

(5) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(6) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic function.

(7) "Two-way telephonic service" means a telephone service that does not require internet access, is not provided as part of a two-way audiovisual platform, and allows participants to dial a telephone number to listen and verbally participate.

(8) "Webcasting" means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

(j) This section shall become operative January 1, 2024, shall remain in effect only until January 1, 2026, and as of that date is repealed.

SEC. 3. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2026.

SEC. 4. Section 54954.2 of the Government Code is amended to read:

54954.2. (a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency's Internet Web site, if the local agency has one. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

(2) For a meeting occurring on and after January 1, 2019, of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an Internet Web site, the following provisions shall apply:

(A) An online posting of an agenda shall be posted on the primary Internet Web site homepage of a city, county, city and county, special district, school district, or political subdivision established by the state that is accessible through a prominent, direct link to the current agenda. The direct link to the agenda shall not be in a contextual menu; however, a link in addition to the direct link to the agenda may be accessible through a contextual menu.

(B) An online posting of an agenda including, but not limited to, an agenda posted in an integrated agenda management platform, shall be posted in an open format that meets all of the following requirements:

(i) Retrievable, downloadable, indexable, and electronically searchable by commonly used Internet search applications.

(ii) Platform independent and machine readable.

(iii) Available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

(C) A legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an Internet Web site and an integrated agenda management platform shall not be required to comply with subparagraph (A) if all of the following are met:

(i) A direct link to the integrated agenda management platform shall be posted on the primary Internet Web site homepage of a city, county, city and county, special district, school district, or political subdivision established by the state. The direct link to the integrated agenda management platform shall not be in a contextual menu. When a person clicks on the direct link to the integrated agenda management platform, the direct link shall take the person directly to an Internet Web site with the agendas of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state.

(ii) The integrated agenda management platform may contain the prior agendas of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state for all meetings occurring on or after January 1, 2019.

(iii) The current agenda of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state shall be the first agenda available at the top of the integrated agenda management platform.

(iv) All agendas posted in the integrated agenda management platform shall comply with the requirements in clauses (i), (ii), and (iii) of subparagraph (B).

(D) For the purposes of this paragraph, both of the following definitions shall apply:

(i) "Integrated agenda management platform" means an Internet Web site of a city, county, city and county, special district, school district, or political subdivision established by the state dedicated to providing the entirety of the agenda information for the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state to the public.

(ii) "Legislative body" has the same meaning as that term is used in subdivision (a) of Section 54952.

(E) The provisions of this paragraph shall not apply to a political subdivision of a local agency that was established by the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state.

(3) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their

public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(4) To consider action on a request from a member to participate in a meeting remotely due to emergency circumstances, pursuant to Section 54953, if the request does not allow sufficient time to place the proposed action on the posted agenda for the meeting for which the request is made. The legislative body may approve such a request by a majority vote of the legislative body.

(c) This section is necessary to implement and reasonably within the scope of paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(d) For purposes of subdivision (a), the requirement that the agenda be posted on the local agency's Internet Web site, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

(e) This section shall remain in effect only until January 1, 2026, and as of that date is repealed.

SEC. 5. Section 54954.2 is added to the Government Code, to read:

54954.2. (a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency's Internet Web site, if the local agency has one. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

(2) For a meeting occurring on and after January 1, 2019, of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an Internet Web site, the following provisions shall apply:

(A) An online posting of an agenda shall be posted on the primary Internet Web site homepage of a city, county, city and county, special district, school district, or political subdivision established by the state that is accessible through a prominent, direct link to the current agenda. The direct link to the agenda shall not be in a contextual menu; however, a link in addition to the direct link to the agenda may be accessible through a contextual menu.

(B) An online posting of an agenda including, but not limited to, an agenda posted in an integrated agenda management platform, shall be posted in an open format that meets all of the following requirements:

(i) Retrievable, downloadable, indexable, and electronically searchable by commonly used Internet search applications.

(ii) Platform independent and machine readable.

(iii) Available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

(C) A legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an Internet Web site and an integrated agenda management platform shall not be required to comply with subparagraph (A) if all of the following are met:

(i) A direct link to the integrated agenda management platform shall be posted on the primary Internet Web site homepage of a city, county, city and county, special district, school district, or political subdivision established by the state. The direct link to the integrated agenda management platform shall not be in a contextual menu. When a person clicks on the direct link to the integrated agenda management platform, the direct link shall take the person directly to an Internet Web site with the agendas of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state.

(ii) The integrated agenda management platform may contain the prior agendas of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state for all meetings occurring on or after January 1, 2019.

(iii) The current agenda of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state shall be the first agenda available at the top of the integrated agenda management platform.

(iv) All agendas posted in the integrated agenda management platform shall comply with the requirements in clauses (i), (ii), and (iii) of subparagraph (B).

(D) For the purposes of this paragraph, both of the following definitions shall apply:

(i) "Integrated agenda management platform" means an Internet Web site of a city, county, city and county, special district, school district, or political subdivision established by the state dedicated to providing the entirety of the agenda information for the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state to the public.

(ii) "Legislative body" has the same meaning as that term is used in subdivision (a) of Section 54952.

(E) The provisions of this paragraph shall not apply to a political subdivision of a local agency that was established by the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state.

(3) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(c) This section is necessary to implement and reasonably within the scope of paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(d) For purposes of subdivision (a), the requirement that the agenda be posted on the local agency's Internet Web site, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

(e) This section shall become operative January 1, 2026.

SEC. 6. The Legislature finds and declares that Sections 1 and 2 of this act, which amend Section 54953 of the Government Code, impose a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hospital room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 7. The Legislature finds and declares that Sections 1 and 2 of this act, which amend Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings.

burke
BURKE, WILLIAMS & SORENSEN, LLP
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Oakland, California 94612-3520
voice 510.273.8780 - fax 510.839.9104
www.bwslaw.com

[redacted]

January 5, 2023

Via Email and U.S. Mail
russell.hays@sothebyshomes.com

Mr. Russell Hays, President
Monterey County Association of REALTORS
5 Harris Court, Building A
Monterey, CA 93940

Re: City of Carmel-by-the-Sea Timeshare Ordinance

Dear Mr. Hays:

This firm represents the City of Carmel-by-the-Sea as City Attorney and I am writing in response to your December 2, 2022 letter to the City Council of the City of Carmel-by-the-Sea. As you are aware, the City's Planning Commission recommended adoption of a revised timeshare ordinance, Ordinance No. 2022-007, which would revise the City's existing definitions of timeshares. The City presently prohibits timeshares in all zoning districts of the City. See City of Carmel-by-the Sea Municipal Code ("CMC") section 17.28.010, "Timeshare Projects."

Your letter expresses a concern that "[t]he proposed ordinance could have the unintended consequence of considering the nearly 15% of homes in Carmel-by-the-Sea that are owned by an LLC or trust to be a timeshare" and suggests that all properties owned by an LLC or a trust might be a timeshare under the new ordinance. This would not be the case. The new ordinance clarifies and simplifies the existing City prohibitions on timeshares, and does not involve substantive changes in terms of expanding what prohibitions on timeshares presently exist.

Currently, CMC section 17.28.010 provides that "[t]imeshare projects, programs and occupancies are prohibited uses within all of the zoning districts within the City." Timeshare projects, programs and occupancies are further defined in CMC Section 17.70.020:

- A "time-share program" is "[a]ny arrangement for a project whereby the use, occupancy, or possession of real property has been made subject to a timeshare estate, use, or occupancy, whereby such use, occupancy, or

possession circulates among purchasers of the time-share intervals according to a fixed or floating time schedule on a periodic basis for a specific period of time during any given year, but not necessarily for consecutive years."

- A "time share estate" is defined as "[a] right of occupancy in a time-share project that is coupled with an estate in the real property.
- A "time-share use" is "a license or contractual or membership right of occupancy in a time-share project which is not coupled with an estate in the real property."
- A "time-share project" is "[a] project in which a purchaser receives the right in perpetuity, for life, or for a term of years, to the recurrent, exclusive use or occupancy of a lot, parcel, unit, or segment of real property, annually or on some other periodic basis, for a period of time that has been or will be allotted for the use or occupancy periods into which the project has been divided.
- A "project" specifically includes "[a]ny proposal for a new or changed use."

As such, the existing City Code provides that real properties already owned by an LLC or trust may already become a prohibited timeshare whenever the right to access and use the real property, to the exclusion of all of the other owners, has been divided on a periodic basis – whether on a fixed or floating time schedule. Instead of the above multiple definitions, Ordinance No. 2022-007 would revise the City's timeshare regulations to prohibit the division and use of property under a "time-share plan," which is essentially identical to the City's existing prohibition on using properties under a "time-share program," defined above. A "time-share plan" would mean "any arrangement, plan, scheme, or similar device, whether established by membership agreement, sale, lease, deed, license, right to use agreement, articles of organization or incorporation, operating agreement or bylaws, or by any other means, whereby a purchaser, in exchange for consideration, receives the right to exclusive use of real property or portion thereof, according to a fixed or floating time schedule, for a period of time less than a full year during any given year, on a recurring basis for more than one year, but not necessarily for consecutive years."

Ordinance No. 2022-007 would also provide that a time share plan exists "whenever such recurring rights of exclusive use to real property are created, regardless of whether such exclusive rights of use are a result of a grant of ownership rights, possessory rights, membership rights, rights pursuant to contract, or ownership of a fractional interest or share in real property, and regardless of whether they are coupled with ownership of a real property interest such as freehold interest or an estate for years in the property subject to the time-share plan." This language is for clarification, but the

City's existing definition of "time-share program" would also ban fractional interest ownership, under an LLC or otherwise, whenever the exclusive right of use is divided among the owners under any sort of formal and legal arrangement.

Thus, Ordinance No. 2022-007 only clarifies existing prohibitions and would not ban the ownership of property under a trust or LLC — rather the code would be clarified that the further, formalized division of the exclusive right of occupancy between the owners is what is prohibited, which is already prohibited under the City's existing timeshare regulations. Please feel free to contact me or City Attorney Brian Pierik with any questions.

Sincerely,

[redacted]

Sergio A. Rudin

SAR:jac

cc: City Council (via email)
Chip Rerig, City Administrator (via email)

Carmel-by-the-Sea

Attachment 2

Nova Romero <nromero@ci.carmel.ca.us>

Fwd: Public Comment for Time Share Ordinance

2 me age

Chip Rerig <crerig@ci.carmel.ca.us> Thu, Jan 5, 2023 at 9:21 AM
To: Nova Romero <nromero@ci.carmel.ca.us>
Cc Brandon Swan on b wan on@ci carmel ca u , Ma ine Gullo mgullo@ci carmel ca u , "Pierik, Brian A " <[redacted]>, "Rudin, Sergio A." [redacted]

Please resend to Council, NR. Thank you.

Take good care

Chip Rerig, City Administrator
City of Carmel-by-the-Sea
831 620 2058

---------- Forwarded message ---------
From **Mike Coughlin** [redacted]
Date: Wed, Jan 4, 2023 at 4:28 PM
Subject: Public Comment for Time Share Ordinance
To: crerig@ci.carmel.ca.us <crerig@ci.carmel.ca.us>
Cc [redacted]

Dear Mr. Rerig:

We sent a version of the e-mail below to each Council Member, but can you please include this letter in meeting minutes for public comment on the Time Share Ordinance item?

Thanks,

Mike Coughlin

Dear Mayor and Council Members:

My wife, Anne, and I are 25% co-owners of a home in Carmel located near the corner of 13th and Dolores. It is the house that is currently managed for us by Pacaso, and I think has been a catalyst for the Ordinance that you will consider on December 6th.

I would appreciate the opportunity to speak with you personally to clear up significant misconceptions about the ownership of our home, and to share Anne's and my deep history in Carmel and our experience as owners of this home on Dolore

First, we live in Denver, Colorado, our hometown. **As a 25% owner of our home on Dolores, we currently spend about 3 months per year in Carmel-by-the-Sea, typically 1 month at a time.** But our history visiting Carmel actually goe back more than 45 year ago when my Mom and Dad began our family' tradition of ummer vacation in Carmel For all my high school years, my folks would load the family in the station wagon, and we would drive out to Carmel-by-the-Sea and stay in a house they rented for the month of August. I attended college in the Bay area, and during my college years, our family would gather for Thanksgiving weekend in Carmel.

My wife, Anne, had never been to Carmel by the Sea before we were married, but I convinced her that he would love it and we decided to spend our honeymoon in the town, **29 years ago in February**. As I expected, she was hooked.

Once our two children were 8 and 9 years old respectively, we decided to spend our own family vacations in town, which was another huge hit. For the succeeding 15 years, Carmel was our family's spring vacation, and sometimes our summer vacation too. About 8 years ago when the kids were off to college, Anne and I began annual trips to Carmel for 4-6 weeks at a time, a tradition that we only mi ed one time during the wor t of the COVID pandemic

We were thrilled when we made the deci ion to purcha e in Carmel and to e pand our time in town to 3+ month per year, which has allowed us to share the Carmel experience with friends and family, and to become even more cemented into the fabric of the community.

We have literally spent hundreds and hundreds of nights in Carmel over the past 28 years and are thrilled to be spending 100+/- nights per year in our Carmel home in the years ahead.

Given our deep connections and fondness for the town, you can imagine our concern over the proposed ordinance that would effectively criminalize the hared owner hip of home in Carmel by the Sea **There mu t be everal hundred couples, like Anne and me, that own a 25% interest in a home**, and it makes no sense to me why this common form of home ownership would suddenly become unwelcome.

There appears to be an effort to make a distinction that homes that are shared among owners are problematic ***IF*** the homeowners choose to share the home according to a schedule, which generally has one owner at a time in the home, in tead of having a come one come all, open door policy

I believe strongly that most of the hundreds of co-owned homes in Carmel MUST share the home according to a schedule so that each owner gets full use of the home to accommodate their own needs and have space and bedrooms for their family and guests, and that such scheduling is equitable and generally relative to each share of ownership. Those chedule may be et by an annual pa ing around of a calendar and writing name down, through the u e of Google or Outlook calendars, by a "draft" or lottery, or by any number of other systems, but I believe that the schedules are used and formalized because no owner really wants to show up with family and armloads of Christmas packages to their house for the Holidays only to find out that another family (or two, or three) is already there using all available beds. *[I watched the Planning Meeting in October when this ordinance was discussed, and Commissioner Robert Delves shared that these arrangements are commonplace and even his next-door neighbor is one example of a co-owned home that is shared in exactly this way, through a schedule. I believe he mentioned that he knows of at least 3 co-owned homes on his very block].* My parents co-owned a home in Vail, Colorado with 3 other families for about 25 years when I was young. It operated e actly a outlined above, with a chedule to coordinate when each family could u e the hou e and with an equitable sharing (both for the use of the home and the responsibility for expenses), including the sharing and rotation of the prime days of the year, like the Holidays and spring break.

That is exactly what we, the owners of the home on Dolores, do. We use a schedule so that we can respect each other's use of the home and so that we can make plans for when we visit our second home. When you dig deeper into all the other home owned by partner hip , tru t and LLC in Carmel, I am certain that you will find that in mo t ca e tho e owners use essentially the same approach, perhaps with greater or lesser use of technology to accomplish the same result.

We are also the same as other homeowner groups in Carmel in other regards. We share the expenses of the home. We hire a management company to help manage our property and to keep it in top condition. We collectively make decisions about if and when we want to make change to our home or to add amenitie and furni hing We take pride in our home. We take care of our home.

Finally, I wanted to share what Anne and I do when we are in Carmel and what we have done during our visits over the last 28 years:

- We dine out, 2 or 3 times per day (!), at restaurants, bakeries, and delis in town.
- We walk the beach. We ride bikes. We golf. We hike at Point Lobos. We walk the Mission Trail.
- We attend performance at The Sun et Center and Fore t Theatre
- We go to Mass at The Mission.
- We buy produce at the Farmer's Market.
- We shop. Our 25th anniversary present to each other was a piece of art from a Carmel gallery.
- We share the Carmel experience with our family and friends.

We view ourselves as members of the Carmel community and are so proud to own our 2nd home here.

I urge you to reject City Staff's recommendations for City Council's consideration of Ordinance 2022-007 amending "Timeshare and Fractional Interest Uses", and instead have a conversation with companies such as Pacaso who professionally manage co-owned homes like mine and work together to create a policy that supports all homeowners in Carmel

Sincerely,

Mike Coughlin

Nova Romero nromero@ci carmel ca u Thu, Jan 5, 2023 at 11 53 AM
To: Dave Potter <dpotter@ci.carmel.ca.us>, Bobby Richards <brichards@ci.carmel.ca.us>, Jeff Baron <jbaron@ci.carmel.ca.us>, Karen Ferlito <kferlito@ci.carmel.ca.us>, Alissandra Dramov [redacted]
Alissandra Dramov <adramov@ci.carmel.ca.us>

Nova Romero, MMC
City Clerk
City of Carmel-by-the-Sea
P.O. Box CC
Carmel-by-the-Sea, CA 93921
(831) 620-2016
nromero@cbts.us

[Quoted text hidden]

Attachment 2

CC meeting: 1-10-2023
Dais item – Attachment 3 public hearing

Dear Honorable City Councilmembers,

My name is Andreas Madsen and I am the Chief Revenue Officer of Pacaso, a real estate company that manages a single residential property that is co-owned by second homeowners in Carmel. I've written to you before, introducing myself and sharing the history of my formative years in the village, as well as attending the December 6th City Council meeting in hopes of introducing myself to City Staff and further showing my commitment to building a stronger working relationship with you.

To reiterate that commitment today: It is our belief that working together, alongside Carmel's residents, neighbors, business owners, and our real estate community we can produce the best results for Carmel. I recognize we (Pacaso) should have been having these conversations much earlier in the process with each of you and the local community. That is a miss on our part, but please don't let that impact the opportunity we have now to connect and communicate openly. I am more than happy to make myself or any willing Pacaso homeowners available to further explain Pacaso's business model and our approach to being good neighbors in communities like Carmel.

On Tuesday, January 10th at the next City Council meeting, you'll be presented with the first reading of a proposed ordinance expanding the definition of timeshare in the city's code to incorporate any fractional ownership arrangements by way of an LLC, trust, or similar vehicle. I am writing to you today to ask that you reject the proposed modifications to the timeshare ordinance passed by the Planning Commission and work with Pacaso, neighbors, homeowners, and the real estate industry on a policy solution to address professionally managed co-owned housing. At a minimum, we ask that you consider directing staff to establish a working group for co-owned housing and continue the item until the working group can come back with a recommendation that benefits both full and part-time homeowners in the village.

During the Planning Commission meeting on October 12th, 2022 we heard from one Commissioner who raised the concern around aligning fractional ownership by way of an LLC, trust or similar vehicle with "timeshare", running the risk of sweeping in nearly 15% of the homes in the village who co-own their homes this way, and share them according to a schedule. We've also heard from the Monterey County Association of Realtors that raised the concern that nearly 600 homeowners who co-own their homes in a fractional interest ownership will be subjected to this ordinance which infringes on homeownership rights in Carmel. Perhaps establishing guardrails around this common practice in Carmel is the right next step, so let's work together for the benefit of all homeowners. Rather than rushing through this opportunity, let's develop a working group that includes input from stakeholders in the village to better understand fractional ownership, and come up with a recommendation that includes, not excludes, hundreds of homeowners who love Carmel-by-the-Sea.

City of Carmel-By-The-Sea
JAN 06 2023
Office of the City Clerk

I hope this letter reaches you before Tuesday's City Council meeting and you have the chance to consider our request beforehand. I look forward to speaking with you on Tuesday.

Thank you for your time and consideration.

Andreas Madsen

Carmel-by-the-Sea

Nova Romero <nromero@ci.carmel.ca.us>

Fwd: Letter in support of Co-ownership in Carmel

Chip Rerig <crerig@ci.carmel.ca.us> Thu, Jan 26, 2023 at 3:11 PM
To: Nova Romero <nromero@ci.carmel.ca.us>, "Rudin, Sergio A." [redacted], Brandon Swanson <bswanson@ci.carmel.ca.us>, "Pierik, Brian A." [redacted]

For the CC packet plea e

Take good care.

Chip Rerig, City Admini trator
City of Carmel-by-the-Sea
831.620.2058

---------- Forwarded message ---------
From: **Simon Bull** <[redacted]>
Date: Thu, Jan 26, 2023 at 3:04 PM
Subject Re Letter in upport of Co owner hip in Carmel
To: Karen Ferlito <kferlito@ci.carmel.ca.us>
Cc: <crerig@ci.carmel.ca.us>

Dear Councilor Ferlito,

Hopefully you came through the recent storms in good shape and are all set for a productive year.

I wanted to follow up with you regarding the ongoing discussions regarding the “Timeshare and Fractional Interest Uses Ordinance” which is set to be voted on on February 6th 2023.

The contending i ue can be argued back and forth forever, but in order to give ome valuable per pective I would like to share with you my personal experience as a Pacaso owner in Saint Helena, CA.

As our art gallery business on Carmel’s Ocean Avenue grew, we decided to open up a second location which we did in the fall of 2019 We hired taff locally in Saint Helena to operate the gallery and in talled our daughter and on in law to manage it. They rented their home in Saint Helena at first but when the property came onto the market we were able to assist in purchasing the home for them and their three children.

The three bedroom home wa not big enough for my wife and I to tay at while vi iting the bu ine , o we often opted to stay in hotels locally. The problem with this was that room availability was very scarce and in order to avoid paying thousands of dollars per night we would end up in a small motel thirty minutes drive away. While researching opportunities for purchasing real estate in the area we were considering buying a second home. However, from a financial per pective, ince we would not be able to rent it out a a hort term rental, and would have all the worrie associated with a second home, we decided against this. That was when we heard about Calistoga Ranch. A fractional ownership development where for $500,000 you could but a fractional interest in a property and enjoy all the benefits of it when you visited. Buying at Calistoga Ranch would have given us a great base to stay while visiting family and business Additionally, becau e of our owner hip hare, we would have the opportunity to ee our capitol inve tment grow along with the market.

Unfortunately Calistoga Ranch burned down in the fall of 2020 by the Glass fire, but as we continued to figure out what to do ne t we aw an adverti ement for a Fractional owner hip home in Saint Helena, walking di tance from our daughter and the gallery. Having become familiar with the fractional ownership model after Calistoga Ranch, we were able to very quickly understand and appreciate the opportunity that this home, operated by Pacaso offered. We toured the house on Valentines day 2021 and I bought a 1/8 share as a Valentines gift for my wife.

My wife who has an incurable cancer and was just recovering additionally from a heart attack at that time loved the idea that this home would be fully serviced. There would be no furniture to buy, no sheets to launder, no pool or yard work company to hire, it was turnkey. We were thrilled with our decision and excited to take up residence as soon as the house wa fini hed with it complete remodel

We were the first owners to stay at the house and in early June 2021 we turned onto our street and drove to the house. However, a we did o we noticed that many of the neighbor had placarded their yard with anti Paca o ign Thi wa the first we knew about the anti Pacaso movement that had just emerged in Napa Valley and it was very upsetting to us. The many signs were geared not just to banning Pacaso from operating in Saint Helena but also at the new owners who were by default included. I have a very strong stomach for negativity and don't let it bother me, but I have to say that the vitriol and the lie and the accu ation that were leveled at u were very up etting Here I wa , an up tanding member of the community with a business in town, grandchildren in the school district, attending and tithing to the local church and supporting and donating to local non profit organizations, Yet I was not welcomed into the neighborhood, rather my family was rejected and made to feel sheepish and self conscious every time we arrived or departed from the home. We were made to feel that we were di rupting the community, that we were blocking legitimate full time re ident from living in the house. Then to make matters worse The City Council voted to adopt legislation that effectively criminalized us for exercising our legitimate freedom to own property. Thanks to that legislation we are now subject to a $1,000 fine for every night we stay in our own home and or two years in prison for using it. Please bear in mind that we purchased the property before any of thi wa in play, yet the City till eek to backdate the legi lation to penalize u

When I saw that Carmel City Council was moving to enact similar legislation to Saint Helena I knew I had to use my voice to help legislators understand that this issue should not be heard from one side only. When I attended via Zoom the Public Hearing of the Planning Commi ion on October 16th 2022 it became clear to me that it had been drafted by a heavily biased mindset in favor of the anti Pacaso campaign and that Staff was anxious to push it through very quickly. Thanks to mine and others giving testimony we were able to get the motion sent back to the Council for further consideration and review. Then at the subsequent next two City Council meetings the item was continued until February 6th

The anti Pacaso activists have carefully crafted a narrative that scares residents with the baseless idea that a Pacaso home in their neighborhood would have a negative impact on the community. They say that it would bring additional noi e, parking and be a revolving door of tran ient occupier with no intere t in the community I think we can all afely say that none of us would wish this on any community and therein lies the strength of their argument. By campaigning loud and hard before Pacaso was able to establish a track record, they were able to claim a kind of first mover advantage which is rapidly loosing credibility as communities wake up to find out that the experience of having Pacaso in their communitie i oddly plea ant The home are beautiful, well maintained with groomed land caping and thoughtful happy owners that come back time and time again, year in year out to enjoy their own property and contribute to the city by eating out and spending in stores. For example, the house I own in Saint Helena was left empty for several years before being transformed into a vibrant home that is enjoyed year round by real people. Likewise the Pacaso home on Dolores in Carmel, i now enjoyed by regular re ident and ha had zero complaint levied again t it from neighbor , which i hardly surprising considering the quality of its residents.

Councilor Baron told me that his motivation for backing the motion was that he wanted Carmel to be a residential community, to return to it' quirky root a a village by the ea where folk would walk their dog to the po t office and enjoy all that the town has to offer residents. So I asked him if he would rather have the house on Dolores empty year round or occupied. He answered me without hesitation, "Empty!" then qualified that statement by saying: "If the alternative to being empty was that it was a Pacaso home". This exchange highlights the dilemma around this ordinance. Carmel has been loo ing re ident ince 1989 and now large number of propertie remain empty year round It' a trave ty for the city and for the businesses operating here. Now in 2022 a company comes along with the best solution to Carmel's residential decline that we have ever seen and instead of supporting it, the City stands against it.

Let me a k in clo ing, Who are the con tituent that are being appea ed with thi ordinance? Are they more important than the facts? More important than the character of the town in the future? More important than people like me who own these kinds of houses and are being criminalized, discriminated against and run out of town?

Plea e rethink your po ition and vote to make Carmel a welcoming, upportive community that value people above empty property.

I would love to hear back from you on this soon, preferably with a face to face meeting or a phone call.

I respect all your hard work and selfless service for the City of Carmel which we all love.

Thank you for reading,

Sincerely

Simon Bull
Owner

Meuse Gallery
[redacted]

On Nov 29, 2022, at 5:16 PM, Simon Bull <[redacted]> wrote:

Dear Councilor Ferlito,

I attach a letter in support of Co-ownership in Carmel signed by residents and business owners.

Please review this letter carefully and weigh it's contents.

Co-ownership has always been a part of the Carmel real estate experience, criminalizing it would not serve our community A k your elf al o, would you prefer the econd home in Carmel to remain empty for mo t of the year? Or enjoyed by joint owners who visit regularly year after year, increasing community engagement and the economic flourishing of this beautiful City.

Plea e don't fall for the lie circulating around thi vital ubject that characterize Co owner of econd homes differently than full owners of second homes. Both types of owner are good for Carmel. Co-owners are not transient short term renters.

Even if Co owner hare the time in their home with other owner and it cold be therefore con trued a a time share, ask yourself, how does this new model differ from the existing one that is rightly outlawed?

The rush to ban Co-ownership in Carmel is a mistake.

Sincerely,

Simon Bull

Artist and owner.
Meuse Gallery
[redacted]

<2022 Carmel_ Sign-on Letter.pdf>

Carmel-by-the-Sea

Attachment 5

Nova Romero <nromero@ci.carmel.ca.us>

Fwd: Comments on Time Share Ordinance

1 me age

Chip Rerig <crerig@ci.carmel.ca.us> Thu, Jan 26, 2023 at 1:53 PM
To: Nova Romero <nromero@ci.carmel.ca.us>, "Rudin, Sergio A." [redacted] Brandon Swanson b wan on@ci carmel ca u , "Pierik, Brian A " [redacted]

For the timeshare agenda packet item, NR. TY.

Take good care.

Chip Rerig, City Administrator
City of Carmel-by-the-Sea
831.620.2058

---------- Forwarded message ---------
From: **Mike Coughlin** <[redacted]>
Date Thu, Jan 26, 2023 at 1 44 PM
Subject: Comments on Time Share Ordinance
To: crerig@ci.carmel.ca.us <crerig@ci.carmel.ca.us>
Cc: [redacted]

Good Afternoon, Mr. Rerig:

I sent the e-mail below to each member of Council RE the time share ordinance item on 2/7. Could you please add this to the public comment section of the Council packet for that public meeting?

Many thanks,

Mike Coughlin

Dear Councilmember:

My wife and I have been coming to Carmel from our home in Denver every year since we celebrated our honeymoon here 29 year ago La t year, we fulfilled our dream and purcha ed a econd home on Dolore Like hundred of other homeowners in Carmel, we purchased our home in partnership with a few other families. Owing a 25% share of our home is a perfect arrangement for us because we can spend 3+ months per year in Carmel in our own home, and we also have the peace of mind that the home is well-cared for throughout the year. And rather than having the home **dark** and **vacant** when we are not in Carmel, another co owner in our partner hip can enjoy it like we do

The propo ed Time Share Ordinance amendment make the u e of co owned home e entially illegal and potentially impacts hundreds of Carmel-by-the-Sea homeowners, like us. The Ordinance, if you cut through some of the lengthy

wording, **re-defines** Timeshares to be **"…any arrangement … established ... by any means … whereby a purchaser … receives the right to exclusive use of real property … according to a … schedule."**

So second homeowners, like hundreds of us in Carmel, would not be allowed to agree to a schedule to describe which family i u ing the hou e, and when And that would be a huge problem becau e mo t co owned homeowner in Carmel use a schedule to rotate holidays, for example, and to allow each owner the full use their home, from time-to-time, for their own families and guests. This arrangement is commonplace in Carmel. As one Carmel-by-the-Sea Planning Commissioner stated at the October 2022 Planning Commission meeting on this topic, "***A whole bunch of citizens will be in a position of being guilty of a misdemeanor if this passes*** "

Co owner hip i really not the ame a "a time hare" and I urge you to oppo e thi ordinance which lump the e together as equivalents. Anne and I are very much in favor of robust and effective good neighbor policies. We ask you to reject this ordinance and instead place the efforts of the council and staff there to truly be of most service to all homeowners in the village.

Regards,

Mike Coughlin

Denver, CO