



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

Mayor Dave Potter, Council Members Jeff Baron,
Karen Ferlito, Bobby Richards, and Carrie Theis
Contact: 831.620.2000 www.ci.carmel.ca.us

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

REGULAR MEETING Tuesday, February 1, 2022

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. Also, see the Order by the Monterey County Public Health Officer issued March 17, 2020. The health and well-being of our residents is the top priority for the City of Carmel-by-the-Sea. To that end, this meeting will be held via teleconference and web-streamed on the City's website ONLY.

**Click the following link to attend via Zoom (or copy and paste link in your browser);
<https://ci-carmel-ca-us.zoom.us/j/85654780072?> ; Meeting ID: 856 5478 0072 ; Passcode
(if needed): 648012 ; Or dial: 1 253 215 8782**

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

EXTRAORDINARY BUSINESS

- A. Presentation and Recognition of Carmel-by-the-Sea as a Certified Blue City by Project O**

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
- B. City Attorney
- C. City Council

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. December 2021 Check Register Summary
- 2. Monthly Reports for December 2021
- 3. Resolution 2022-010 Accepting a Donation of \$50,000 Towards the Purchase of a New Ambulance
- 4. Resolution 2022-011 Adopting the Fiscal Year 2022-2023 Budget Schedule
- 5. Resolution 2022-013 authorizing the City Administrator to execute a Professional Services Agreement with Neill Engineers Corp. for On-Call Engineering Services for a not-to-exceed fee of \$138,200 and a term ending June 30, 2024
- 6. Parking Enforcement Outside the City on Scenic Drive
- 7. Resolution 2022-014 awarding a Professional Services Agreement to Winter & Company, for a not-to-exceed fee of \$83,160, to provide consultant support for the 'Design Traditions 2.0' project to update the City's Design Guidelines and Zoning Code

ORDERS OF BUSINESS

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

- 8. Fiscal Year 2021-2022 Mid-Year Budget Report and Resolution 2022-012 Approving FY 2021-2022 Adopted Budget Amendments
- 9. Resolution 2022-015 Authorizing the Mayor to Execute a Fifth Amendment to the City Administrator At-Will Employment Agreement Effective October 1, 2021
- 10. Receive a Report on the Outdoor Seating Ad Hoc Committee survey results and provide direction regarding when and how the Planning Commission should begin work on a potential permanent outdoor seating program
- 11. Resolution 2022-016 Updating the At-Will (Unrepresented) Miscellaneous and Police Management Pay Schedule/Salary Schedule

FUTURE AGENDA ITEMS

CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
GOVERNMENT CODE SECTION 54956.9 (d)(1) - GTE MOBILENET OF CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership d/b/a VERIZON WIRELESS v. CARMEL-BY-THE-SEA; United States District Court for

ADJOURNMENT

This agenda was posted at City Hall, Monte Verde Street between Ocean Avenue and 7th Avenue, outside the Park Branch Library, NE corner of Mission Street and 6th Avenue, the Carmel-by-the-Sea Post Office, 5th Avenue between Dolores Street and San Carlos Street, and the City's webpage <http://www.ci.carmel.ca.us> in accordance with applicable legal requirements.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

SPECIAL NOTICES TO PUBLIC

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



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

February 1, 2022
EXTRAORDINARY BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Agnes Martelet, Manager, Environmental Compliance

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Presentation and Recognition of Carmel-by-the-Sea as a Certified Blue City by Project O

RECOMMENDATION:

Receive a presentation and recognition as a Blue City from Project O, a nonprofit organization managing the Blue City Network.

BACKGROUND/SUMMARY:

The City of Carmel-by-the-Sea is receiving recognition as a Blue City by Project O, a 501c3 nonprofit, ocean conservation organization. The Blue City Network Certification provides a data-driven approach to assessing communities' efforts towards protecting waterways and oceans. The intent of this program is to establish a network of cities and counties that are willing to implement, collaborate, and share information on jurisdictional sustainability programs across four Solution Areas: Waste Minimization, Climate Protection and Community Resilience, Water Quality and Efficiency, and Healthy Ecosystems.

As part of the Blue City Network, Carmel will collaborate with other cities and counties and established non-profit partners on efforts to further protect the ocean and waterways. The City will also benefit by being recognized as part of a select group of coastal communities who prioritize and protect the environmental resources that are necessary to maintain a sustainable future.

The Blue City Network congratulates the City of Carmel-by-the-Sea for achieving "Ocean Champion Status."

Some of the major accomplishments that helped the City achieve this recognition include:

- Achieving residential waste diversion rates near 70%, one of the highest in Monterey County, indicating the effectiveness of the City's recycling outreach efforts.
- Establishing a Climate Committee consisting of City Council members, City staff, and members of the public dedicated to assessing climate change threats and challenges as they relate to their community, and using input from experts and regional constituents to develop actionable plans to mitigate threats.

- Installing over the past three years, more than 800 energy-efficient LED light fixtures in nearly every City-owned building.
- Participating in the Monterey Regional Stormwater Management's First Flush and Snapshot Day events, which are coordinated by the Monterey Bay Marine Sanctuary Foundation. Both events utilize volunteers to collect stormwater samples.
- Restoration and upkeep of the Mission Trail Nature Preserve, home to the endemic Monterey Pine forest, coastal prairie and arroyo willow bogs (wetlands), and habitat area for threatened and endangered animal species.
- Implementing stringent dark sky guidelines and showing exceptional dedication to the preservation of the night sky. The residential streets of Carmel are fully dark after hours, with only a handful of safety streetlights at a few key intersections.

FISCAL IMPACT:

None.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

Attachment #1 - Certificate of Recognition



CERTIFICATE OF RECOGNITION

The Blue City Network does hereby congratulate

CARMEL-BY-THE-SEA

as a
certified Blue City

2022



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

February 1, 2022
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Robin Scattini, Finance Manager

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: December 2021 Check Register Summary

RECOMMENDATION:

Approve the check register for December 2021.

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 2021 totals \$1,019,942.

PRIOR CITY COUNCIL ACTION:

Council ratified the November 2021 check register at its January 4 regular meeting.

ATTACHMENTS:

December 2021 Check Register

December 2021 Check Register

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 000 Marketing & Economic Development				
48096	Visit Carmel	CRID remittance: July - Sept 2021	12/07/2021	81,595.75
48239	Monterey County Convention & Visitors Bureau	TID remittance Sept - Oct 2021	12/29/2021	56,652.75
48241	Visit Carmel	CHID remittance: Sept - Oct 2021	12/29/2021	297,914.04
Total for Department: 000 Marketing & Economic Dvlpmnt				436,162.54
Department: 110 City Council				
48143	Peninsula Messenger LLC	Mail service:sorting and delivery FY 2021-22	12/14/2021	4,272.00
48216	Peninsula Messenger LLC	Mail service:sorting and delivery FY 2021-22	12/29/2021	48.00
Total for Department: 110 City Council				4,320.00
Department: 111 City Administration				
48070	Digital Deployment	Website support agreement	12/06/2021	700.00
48075	Softchoice Corporation	IT Security subscription-Azure upgrade	12/06/2021	820.62
48076	Springbrook Software	Professional services: accounting software	12/06/2021	268.50
48079	Benefit Coordinators Corporation (BCC)	Cobra Admin expenses FY 2021-22	12/07/2021	75.00
48080	Bob Murray & Associates	Executive recruitment services	12/07/2021	6,000.00
48083	Comcast	City Hall business cable services	12/07/2021	73.17
48085	Corbin Willits System	MOM Financial system FY 2021-22	12/07/2021	720.79
48087	Department of Tax and Fee Admin	Costs of implementing Measure C	12/07/2021	3,489.62
48088	Hinderliter, De Llamas & Associates	Sales/Transaction tax auditing services	12/07/2021	2,135.42
48089	Iron Mountain	Records storage	12/07/2021	331.56
48091	Office Depot, Inc.	Office supplies	12/07/2021	79.91
48111	Alhambra	Water service City Hall	12/14/2021	111.82
48113	Amazon Web Services Inc	Data and cloud storage fees	12/14/2021	745.73
48115	AT&T	Telephone service citywide FY 2021-22	12/14/2021	3,230.53
48118	Carmel Pine Cone	Legal noticing	12/14/2021	525.00
48122	Copies By-The-Sea	Agenda printing	12/14/2021	400.35
48145	Pitney Bowes Global Financial Services	Postage meter lease	12/14/2021	676.42
48146	Richard Rerig	Reimburse: Med exam per employment agreement	12/14/2021	688.44
48151	Sprint	Cell service, usage and purchases	12/14/2021	318.94
48155	T-Mobile	Monthly cell service and purchases	12/14/2021	1,487.79
48179	Benefit Coordinators Corporation (BCC)	Cobra Admin expenses FY 2021-22	12/29/2021	75.00
48187	CCMF	HR training registration fee	12/29/2021	75.00
48189	Comcast	City Hall business cable services	12/29/2021	73.17
48190	Comcast Business	NonCNGEN internet and recurring charges	12/29/2021	644.82
48191	Corbin Willits System	MOM Financial system FY 2021-22	12/29/2021	720.79

48201	Hinderliter, De Llamas & Associates	Sales/transaction tax auditing services	12/29/2021	600.00
48202	Jodelyn E. Roland Ph.D., ABPP	New employee screening	12/29/2021	475.00
48203	Kaizen InfoSource, LLC	2021-22 Records management system	12/29/2021	1,500.00
48213	Office Depot, Inc.	Office supplies	12/29/2021	45.23
48221	Sloan Sakai Yeong & Wong	Professional services FY2021-22	12/29/2021	529.00
48222	SOLV	Form W-4, 1099, envelopes	12/29/2021	267.49
48229	Toshiba Financial Service	Copier contract Admin:ESTUDIO 5506ACT	12/29/2021	373.06
48230	Traffic Patterns	Recruitment services	12/29/2021	2,585.00
48232	US Bank	IT equipment, IT&HR subscriptions, luncheon exp	12/29/2021	6,158.93
48234	Verizon Wireless	Cell phone usage and phone purchases	12/29/2021	421.87
48235	Wageworks,Inc	Healthcare monthly Admin and Compliance Fee	12/29/2021	165.00
48238	Zoom Imaging Solutions, Inc.	Admin/Finance Copier usage fees FY 2021-22	12/29/2021	226.16

Total for Department: 111 City Administration	37,815.13
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Department: 112 City Attorney

48182	Burke,Williams & Sorensen, LLP	Legal services: Nov 2021	12/29/2021	31,212.00
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Total for Department: 112 City Attorney	31,212.00
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Department: 115 Community Planning & Building

48097	Carmel Towing & Garage	Fuel for CPB vehicle	12/07/2021	45.53
48098	CSG Consultants, Inc.	August-October plan review services	12/07/2021	68,089.16
48099	De Lage Landen Financial	Dept Copier maint-service contract	12/07/2021	212.22
48101	FedEx	Mailing Volume Study to Vendor	12/07/2021	18.64
48102	IWORQ	Portal Home Management software	12/07/2021	1,200.00
48108	US Bank	Reference materials	12/07/2021	635.17
48109	West Coast Signings	Notary Services	12/07/2021	70.00
48119	Carmel Towing & Garage	Fuel for CPB vehicle	12/14/2021	52.64
48127	FedEx	Mailing Volume Study to Vendor	12/14/2021	17.78
48193	CSG Consultants, Inc.	November plan review services	12/29/2021	12,075.95
48194	De Lage Landen Financial	Dept Copier maint-service contract	12/29/2021	212.22
48199	FedEx	Mailing Volume Study to Vendor	12/29/2021	36.94
48213	Office Depot, Inc.	Office supplies	12/29/2021	632.33

Total for Department: 115 Community Planning & Bu	83,298.58
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Department: 116 Police

48068	Allied Universal	Beach patrol	12/06/2021	940.45
48069	Axon Enterprise, Inc	Tech Assurance-Body Cameras PD	12/06/2021	15,785.40
48071	Gerecke Electrical LLC	Labor for electrical work-PD	12/06/2021	985.00
48072	Lexipol LLC	Annual Law Enforcement Training material subscrip	12/06/2021	11,744.80
48073	Office Depot, Inc.	Office supplies	12/06/2021	149.26

48077	Uretsky Security	Background checks for PD	12/06/2021	1,320.16
48083	Comcast	Police Dept cable services	12/07/2021	234.69
48084	Community Hospital of the Monterey Peninsula	Testing services Police Dept	12/07/2021	192.80
48086	De Lage Landen Financial	Police Dept Copier maint-service contract	12/07/2021	161.69
48093	Seaside Chrysler, Dodge, Jeep	Police Dept:Vehicle repairs	12/07/2021	1,745.69
48095	Verizon Wireless	PD Vehicles Air cards FY 2021-22	12/07/2021	341.10
48117	Caltronics/J.J.R Enterprises. Inc	Police Dept copier usage	12/14/2021	248.05
48119	Carmel Towing & Garage	Police Dept-Fuel FY 2021-22	12/14/2021	2,380.67
48123	County of Monterey IT Dept	Police Dept:Cellular access	12/14/2021	867.20
48124	Cypress Coast Ford/Lincoln	PD vehicle repairs	12/14/2021	422.74
48141	Pacific Gas & Electric	Video cameras citywide	12/14/2021	184.11
48148	Same Day Shred	Police Dept:Shredding services	12/14/2021	202.50
48157	Transunion Risk & Alterna	Investigative services for PD	12/14/2021	75.00
48174	Alhambra	Water service Police Dept	12/29/2021	187.13
48175	Allied Universal	Beach patrol	12/29/2021	564.27
48176	American Messaging	Messaging services	12/29/2021	2.50
48178	Axon Enterprise, Inc	Body cameras	12/29/2021	8,455.95
48186	Carmel Towing & Garage	Towing services-Police Dept	12/29/2021	675.00
48189	Comcast	Police Dept cable services	12/29/2021	297.29
48192	County of Monterey, Dept of Emerg Communications	FY21-22 NGEN Operations and maintenance Q3	12/29/2021	13,833.00
48194	De Lage Landen Financial	Police Dept Copier maint-service contract	12/29/2021	161.69
48195	Department of Justice/Accounting Office	Fingerprinting services	12/29/2021	81.00
48206	M3 Environmental Consulting	Lead air and dust sampling PD shooting range	12/29/2021	1,900.00
48212	Monterey Power Sports	Auto repairs - PD vehicle	12/29/2021	472.37
48218	Salinas Valley Pro Squad	Uniform-service clothes	12/29/2021	14.19
48224	Summit Uniforms	Uniforms PD	12/29/2021	928.59
48225	T2 Systems Canada Inc.	Digital Iris service FY 2021-22	12/29/2021	135.20
48227	T-Mobile USA Inc LER	GPS Locate services	12/29/2021	210.00
48232	US Bank	Meeting & training expenses	12/29/2021	941.84
48233	US Bank Voyager Fleet	Police Dept: Fuel charges	12/29/2021	168.25
48234	Verizon Wireless	PD Vehicles Air cards FY 2021-22	12/29/2021	190.05

Total for Department: 116 Police

67,199.63

Department: 117 Fire

48078	Alhambra	Water service Fire Dept	12/07/2021	159.68
48082	City Of Monterey	FY 21-22 Fire Contract monthly charges	12/07/2021	222,578.82
48090	Mission Linen Service	Fire Dept-Linen service	12/07/2021	238.18
48114	American Supply Company	Fire Dept:Janitorial supplies	12/14/2021	462.51
48119	Carmel Towing & Garage	FY 2021-22 Fire Dept fuel purchases	12/14/2021	758.59
48123	County of Monterey IT Dept	Fire Dept:Cellular access	12/14/2021	260.16
48173	Alert All	Community promotion supplies	12/29/2021	1,097.97
48185	Caltronics/J.J.R Enterprises. Inc	Fire Dept copier usage	12/29/2021	13.29

48210	Mission Linen Service	Fire Dept-Linen service	12/29/2021	357.27
Total for Department: 117 Fire				225,926.47
Department: 118 Ambulance				
48081	Bound Tree Medical LLC	Ambulance medical supplies-FY 2021-22	12/07/2021	722.49
48082	City Of Monterey	Ambulance repairs-parts and service	12/07/2021	2,159.94
48082	City Of Monterey	FY 2021-22 Ambulance OT: October	12/07/2021	15,847.65
48082	City Of Monterey	FY 2021-22 Ambulance agreement	12/07/2021	1,777.30
48092	Peninsula Welding & Medical Supply, inc.	Ambulance Dept-Oxygen tanks	12/07/2021	127.59
48095	Verizon Wireless	Ambulance Dept:Phone service	12/07/2021	128.07
48119	Carmel Towing & Garage	FY 2021-22 Ambulance Dept fuel purchases	12/14/2021	1,004.65
48144	Peninsula Welding & Medical Supply, inc.	Ambulance Dept-Oxygen tanks	12/14/2021	383.35
48159	Verizon Wireless	Ambulance Dept:Phone service	12/14/2021	289.20
48180	Bound Tree Medical LLC	Ambulance medical supplies-FY 2021-22	12/29/2021	372.30
48194	De Lage Landen Financial	Ambulance Copier Lease FY 2021-22	12/29/2021	71.01
48209	Medics For Life, Inc .	EMT training and education	12/29/2021	400.00
48234	Verizon Wireless	Ambulance Vehicles Air cards FY 2021-22	12/29/2021	228.06
48237	Wittman Enterprises, LLC	Billing services Ambulance FY 2021-22	12/29/2021	3,467.06
Total for Department: 118 Ambulance				26,978.67
Department: 119 Public Works				
48094	Sherwin-Williams Co.	Paint and paint supplies-PW	12/07/2021	83.10
48111	Alhambra	Water for PW FY 2021-2022	12/14/2021	208.94
48112	Always Under Pressure	New Electric powered pressure washer	12/14/2021	7,946.85
48117	Caltronics/J.J.R Enterprises. Inc	Monthly fee for copier	12/14/2021	48.53
48119	Carmel Towing & Garage	PW fuel FY 21-22	12/14/2021	1,847.00
48120	City Of Monterey	Vehicle valve cover repair	12/14/2021	338.53
48125	De Lage Landen Financial	PW copier maintenance FY 21-22	12/14/2021	205.39
48126	Dudek	Drainage and erosion contral plan reviews	12/14/2021	2,362.50
48128	Ferguson Enterprises, Inc.	FM plumbing supplies FY 2021-2022	12/14/2021	14.49
48131	Granite Rock Company	Supplies FY 2021-2022	12/14/2021	961.18
48132	Grower's Nursery Supply, Inc	Supplies for Forestry Division	12/14/2021	1,451.79
48135	LSA Associates, Inc	Greenhouse gas emissions analysis	12/14/2021	6,635.00
48138	Monterey Sanitary Supply	Janitorial supplies	12/14/2021	402.00
48140	Office Depot, Inc.	Office supplies	12/14/2021	58.75
48147	Rincon Consultants, Inc	Climate action planning	12/14/2021	2,823.75
48149	Scarborough Lumber & Building	PW Supplies FY 2021-2022	12/14/2021	9.76
48150	Sentry Alarm Systems	Batteries	12/14/2021	101.61
48152	State Water Resources Control Board (SWRCB)	SWRCB Annual permit fee	12/14/2021	7,067.00
48153	Terex Utilities	Annual inspection for High-Ranger	12/14/2021	1,249.84
48156	Tope's Tree Service Inc.	Tree work citywide	12/14/2021	472.00
48158	Uline Inc.	PW safety supplies FY 21-22	12/14/2021	395.96

48177	American Supply Company	FM janitorial supplies FY 21-22	12/29/2021	431.80
48184	California Marine Sanctuary Foundation	Wet season monitoring & reporting	12/29/2021	2,301.00
48188	Cintas Corporation	Uniforms for PW FY 2021-2022	12/29/2021	382.21
48197	Dudek	Drainage and erosion control plan reviews	12/29/2021	1,050.00
48200	Greenwaste Recovery Inc	Vista Lobos food waste bin	12/29/2021	111.80
48205	LSA Associates, Inc	Greenhouse gas emissions analysis	12/29/2021	627.50
48208	Martins Irrigation Supply, INC.	Irrigation supplies	12/29/2021	1,640.66
48211	Monterey County Fire Prevention Officers Assc.	Membership dues	12/29/2021	25.00
48215	Pape's Machinery Inc	Hydrolic leak repair	12/29/2021	2,114.77
48217	Pureserve Building Service	Monthly janitorial services	12/29/2021	16,166.72
48219	Scarborough Lumber & Building	FM supplies FY 2021-2022	12/29/2021	75.40
48220	Sentry Alarm Systems	HML Monitoring Alarm System	12/29/2021	195.00
48228	Tope's Tree Service Inc.	Tree work citywide	12/29/2021	295.00
48232	US Bank	Supplies, conference expenses	12/29/2021	556.12

Total for Department: 119 Public Works	60,656.95
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Department: 120 Library

48142	Pacific Grove Self Storage	Storage unit for city art	12/14/2021	307.00
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Total for Department: 120 Library	307.00
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Department: 121 Community Activities

48118	Carmel Pine Cone	Winter Wonderland ad	12/14/2021	800.00
48122	Copies By-The-Sea	125 Veterans' Day programs	12/14/2021	106.52
48129	Glastonbury Inc	Music for holiday event	12/14/2021	1,029.00
48130	Golden State Portables	Portable restrooms for Homecrafters'	12/14/2021	1,718.81
48133	JSM Organics Inc	Pumpkins for Halloween pumpkin give away	12/14/2021	1,500.00
48134	Kelly Productions	Santa for Holiday Event	12/14/2021	485.00
48154	Tigerlilly Florist&Gifts	Veterans' Day flowers	12/14/2021	431.55
48226	The Christmas Light Pros	Install/remove holiday tree lights and decorations	12/29/2021	6,000.00
48232	US Bank	Expenses for Homecrafters event	12/29/2021	731.19

Total for Department: 121 Community Activities	12,802.07
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Department: 130 Non-Departmental

48141	Pacific Gas & Electric	Gas and electric service citywide FY 2021-22	12/14/2021	15.33
48183	Cal-Am Water Company	Water service citywide FY 2021-22	12/29/2021	8,843.01
48214	Pacific Gas & Electric	Gas and electric service citywide FY 2021-22	12/29/2021	9,516.92
48231	Tristar Risk Management	Admin service fees Jan-Mar 2022	12/29/2021	3,225.00

Total for Department: 130 Non-Departmental	21,600.26
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Department: 311 Capital Projects

48232	US Bank	ADA Restroom upgrades	12/29/2021	2,262.41
Total for Department: 311 Capital Projects				2,262.41

Department: 513 Veh & Equip Replacement

48116	California Fire Protection, Inc.	SSC emergency fire pump replacement project	12/14/2021	3,500.00
48198	Emergency Vehicle Specialists Inc	2 New 2021 Dodge Durango lighting & siren packs	12/29/2021	5,900.00
Total for Department: 513 Veh & Equip Replacement				9,400.00
Grand Total				1,019,941.71

December Contract Payments:

Vendor	Contract Amt	Paid through Dec	Contract Balance	
Pen Messenger	\$ 122,000.00	\$ 30,646.00	\$ 91,354.00	
City of Monterey	\$2,670,946.00	\$ 1,112,894.10	\$ 1,558,051.90	Fire admin services
Dudek	\$ 23,500.00	\$ 4,480.00	\$ 19,020.00	
Rincon	\$ 50,500.00	\$ 24,001.75	\$ 26,498.25	
Pureserve	\$ 102,000.00	\$ 80,833.60	\$ 21,166.40	
Kaizen	\$ 23,500.00	\$ 18,000.00	\$ 5,500.00	
LSA Associates	\$ 19,990.00	\$ 11,817.50	\$ 8,172.50	
Tope's Tree Svc	\$ 65,000.00	\$ 53,813.48	\$ 11,186.52	
Traffic Patterns	\$ 15,000.00	\$ 2,585.00	\$ 12,415.00	



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

February 1, 2022
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

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

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Monthly Reports for December 2021

RECOMMENDATION:

Review and receive monthly reports.

BACKGROUND/SUMMARY:

This is a monthly series of reports:

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

FISCAL IMPACT:

None.

PRIOR CITY COUNCIL ACTION:

Monthly review and approval.

ATTACHMENTS:

- Attachment #1 - City Administrator Contract Log December 2021
- Attachment #2 - CBP Monthly Report December 2021
- Attachment #3 - Police, Fire, and Ambulance Reports
- Attachment #4 - Public Records Act Request Log December 2021
- Attachment #5 - Public Works Report for December 2021

City Administrator Contract Log
FY 2020-2021

Date entered Into	Contractor	Contract Amount	Purpose
12/6/2021	CPS HR Consulting	NTE \$15,000	HR Testing



CITY OF CARMEL-BY-THE-SEA Monthly Report

December 2021

Community Planning and Building Department

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Margi Perotti, Administrative Coordinator
SUBMITTED ON:	December 2, 2021
APPROVED BY:	Brandon Swanson, Community Planning & Building Director

DECEMBER 2021 – DEPARTMENT ACTIVITY REPORT

I. PLANNING APPLICATIONS:

In December of 2021, **34** planning permit applications were received.

II. BUILDING PERMIT APPLICATIONS:

In December of 2021, **23** Building Permit applications were received.

III. CODE COMPLIANCE CASES:

In December of 2021, **8** new code compliance cases were created.

IV. ENCROACHMENT APPLICATIONS:

In December of 2021, **18** encroachment permit applications were received.

V. YEAR-TO-DATE TRENDS

Table 1 includes the December 2021 totals, for planning and building permit applications, encroachments and code compliance cases with a comparison to December 2020 totals. As shown in the table, in 2021 there was a **20% increase** in planning permit applications, an **8% decrease** in building permit applications, **27% decrease** in code compliance cases, and a **17% decrease** in encroachment permit applications compared to the same period 2020.

Table 1. Permit Application Totals ** Percentage calculations corrected, program was not capturing all permits previously.

	<u>Planning</u>	<u>Building</u>	<u>Code Compliance</u>	<u>Encroachments</u>
2020 Totals	359	536	143	360
2021 Totals	431	493	104	296
% Difference	20%	-8%	-27%	-17%



Planning Permit Report

12/01/2021 - 12/31/2021

Permit #	Permit Type	Project Description	Address/Location	Date Received	Date Approved	Status
21448	Historic Evaluation	Remodel of SFR	SE Corner 5th and Torres			In Review
21447	Design Study	New windows, add doors . Replace /Expand Deck	Junipero 2 SE of 8th			Pending Assignment
21446	Design Study	Demolish 1-story house and Build new 1-story house	3rd Avenue & Santa Fe Street	1/3/2022		In Review
21445	Reasonable Accommodation	Request to continue driveway pavers on both sides along the retaining wall so they are in line with the middle section of the driveway. The asphalt apron would be exted to seamlessly connect with the driveway with the street	5th Avenue 2 NE of Santa Rita			In Review
21444	Business License	Owner Change	Mission between Ocean and 7th	1/3/2022		Pending Assignment
21443	Design Study	Garage relocation and expansion, door and window removal and additions, Chimney removals with house expansion, landscaping and retaining wall and pathway removal and stepping stones placed	Camino Real and 4th Avenue	1/3/2022		In Review

21442	Notice of Exempt Work	Pressure wash, prep and paint exterior of house and front yard fence. Existing shutters may be removed. Existing fence shall not be removed or replaced. Pressure washing to be done with two containers, one for washing and the other for water capture/removal. Additional water may be removed by a shop vac, drained in landscape, or in indoor sinks/toilets. No water shall flow onto City property.	4910 Monterey Street	12/22/2021	12/22/2021	Closed
21441	Sign	Sign for Business	Dolores 4 NE of 6th			In Review
21440	Historic Evaluation	Historic evaluation	Scenic 3 SE of 12th	12/23/2021		In Review
21439	Design Study	Guest House Rehab: Extending bedroom and bathroom walls, replacing back door with a sliding glass door and a complete bathroom remodel. Main House: Remove high windows above garage and master bedroom. Adding stone	26106 Ladera Drive, Carmel, CA 93923	12/20/2021		In Review

		veneer to front elevation				
21438	Business License	Boho Jewelry store	Dolores Street SE of 5th	12/17/2021		In Review
21437	Business License	Home Occupation Business License	Torres 2 southwest of 10th Avenue	12/17/2021		In Review
21436	Design Study	Remodel and addition to (e) 2-story SFD with attached 2 car garage & (N) detached ADU, Scope includes site grading and drainage	San Antonio 1 NW of 9th	12/20/2021		In Review
21435	Design Study	Remodel & Addition to an existing single family home. Covert 563 SF lower level to new ADU and add 667 SF for total of 1,230 SF. Add 555 SF to existing house to increase square footage to max allowed 2,460 SF. Remodel (E) garage. Replace (e) rear yard deck. New driveway, hardscape and landscape	Casanova Street 4 W of 4th Avenue	12/17/2021		In Review
21434	Variance	Remodel including exterior materials and color changes and a 141 sq ft sunroom addition	Casanova 4 SW of 13th			In Review
21433	Design Study	- Demolish Existing wood shake shingle siding - Construct new	Dolores 3 NE of 13th			In Review

		stucco lower level exterior finish • Construct new Cementitious Board-and-batten upper level exterior finish • Remove and replace windows • Additional exterior alterations relating to wall openings • In-fill frame Exterior upper west elevation window opening • Construct new upper French door with Juliette Balcony • Construct single car garage extension on west elevation • Construct new covered entry roof at exterior covered entry roof • Construct new trellis at new west elevation lower French door opening				
21432	Design Study	Remodel including exterior material and color changes and a 141 sq ft sunroom addition	Casanova Street 4 SW of 13th Avenue	12/14/2021		In Review
21431	Business License	This business license BL 21-430 (Belle Cose South Ocean) authorizes use of a commercial	Fee Building, North side of Ocean between Dolores and Lincoln	12/16/2021	12/17/2021	Approved

		business space offering the following goods and services. a. Primary Use: This use is classified as a Home Furnishing Store (NAICS 442299): i. This U.S. industry comprises establishments primarily engaged in retailing new home furnishings b. Ancillary Use: The Ancillary Use shall be classified as a Jewelry Store (NAICS 448310): i. This industry comprises establishments primarily engaged in retailing one or more of the following items: (1) new jewelry (except costume jewelry); (2) new sterling and plated silverware; and (3) new watches and clocks. ii. The ancillary use shall be limited to no more than 10 percent of the floor area of the established primary use, and 10 percent of				
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		the window display area(s).				
21430	Business License	This business license BL 21-430 (Belle Cose South Ocean) authorizes use of a commercial business space offering the following goods and services. a. Primary Use: This use is classified as a Home Furnishing Store (NAICS 442299): i. This U.S. industry comprises establishments primarily engaged in retailing new home furnishings b. Ancillary Use: The Ancillary Use shall be classified as a Jewelry Store (NAICS 448310): i. This industry comprises establishments primarily engaged in retailing one or more of the following items: (1) new jewelry (except costume jewelry); (2) new sterling and plated silverware; and (3) new watches and clocks. ii. The ancillary use shall be	Southside of Ocean Avenue, between Dolores and Lincoln (Der Ling Building)	12/16/2021	12/17/2021	Approved

		limited to no more than 10 percent of the floor area of the established primary use, and 10 percent of the window display area(s).				
21429	Business License	This business license BL 21-429 (Mary Titus Gallery/Studio) authorizes use of a single artist art gallery offering the following goods and services. a. Primary Use: This use is classified as an Art Gallery (NAICS 453920): i. This industry comprises establishments primarily engaged in retailing original and limited edition art works. Included in this industry are establishments primarily engaged in displaying works of art for retail sale in art galleries.	On Dolores 4 NE of 6th	12/15/2021	12/16/2021	Approved
21428	Sign	New Business Sign	Northwest Corner of Mission and 8th			In Review
21427	Landscape Plan Check/Inspection	Landscape Patio Addition	2nd House S.W Santa Fe & 5th	12/17/2021		In Review
21426	Preliminary Site Assessment	Remodel & Addition, demolish & rebuild garage	Scenic Road, 3 SE of 8th Avenue	12/17/2021		In Review

21425	Design Study	Remodel an (e) two story single family home. replace (E) aluminum framed windows and exteior doors with new. replace (e) painted wood siding with new stained vertical wood siding. replace (e) tiled entry walkway with new glass walkway. Replace (e) tile on deck at rear of house with new and add 19 SF to deck. Replace (e) wood fence with new wood fence. Remove portions of concrete patios on lower level. Remove wood steps at south yard. Remove (e) stucco chimney	Scenic road 6 1/2 SE of Ocean Avenue			In Review
21424	Design Study	Remove one wood existing window in garage 18" x 18" and replace with new wood window 36" x 42" facing the courtyard	Dolores 2 SW of 13th			In Review
21423	Business License	Administrative office for Video and Movie Production	SW Corner of Mission and Ocean - Warren Building			In Review
21422	Design Study	Permit after the fact to replace rotten fence	Palou 2 SW of 2nd			In Review
21421	Preliminary Site Assessment	Entire house and foundation to be completly	Junipero 6 NE of 8th Avenue			In Review

		removed, new single story 3 bed 2 bath residence with attached 1-car garage, new paver driveway				
21420	Design Study	Due to rot and inconsistency of exterior finishes, replace the existing exterior board and batten with horizontal siding with new Hardie Shingle siding.	Camino Real 3 NW of 8th Ave.	12/8/2021		In Review
21419	Design Study	Remove backyard concrete patio - mulch area; Remove front concrete landing - replace with safer concrete landing; Add step lights for safety; Add DG patio/sitting area; Fence line replacement. Garage can enclosure; New entry path	5013 Lobos Street			In Review
21418	Design Study	Revision to approved plans - Enlarge existing exterior upper deck by 143 sf., Revise kitchen and bathroom 4 layout, Convert existing 146 sf storage room to bathroom 3, revision of north side roof at new dining room due to newly found water leak issue. Remove existing masonry	Carmelo Street 5 NW of Ocean Avenue	12/3/2021		Corrections Required

		fireplace and replace with isokern fireplace				
21417	Design Review	Modification of existing wall and planter for new PGE Transformer	Camino Real at 8th Avenue			In Review
21416	Planning Permit Revision	Revisions to Residential Tract 1 Design Studies DS 20-346 and DS-21-145: Change Wood Siding Species to Select Tight Knot Western Red Cedar; Removal of Oriel Window; Removal of Skylights in Kitchen and Bathroom #1; Retain Location of Existing Skylight in Bathroom #2 and Replace with Operable Skylight with Automatic Night Shade; Retain Existing Living Room Fireplace Chimney and Refinish with Exterior Plaster (Color and Texture to Match Approved); Remove Proposed Window East of the Living Room Fireplace; Modify Detailing of Wood Screening at Lower Floor ADU; Retain Existing Wood	26185 Dolores Street Carmel, CA 93923			In Review

		Gate at South Side Yard; Replace Existing Wood Gate and Fence at North Side Yard with New Wood Gate and Fence in Same Location (Material to Match Wood Siding); Remove Wood Screening from Proposed Tempered Glass Gate at Fire Pit Balcony; Change Living Room Sliding Door from a (2) Panel Sliding Door to a (3) Panel Sliding Door; Removal of Awning Window at Main Entry Window Assembly; Remove Glass from Dutch Door at Kitchen; Add New Casement Window on North Elevation of Kitchen; Change Awning Windows into Fixed Windows at Master Bathroom Transom Window; Removal of Proposed Air Conditioning Condenser from Rear Yard of Residence				
21415	Appeal	Appeal of the Planning	Dolores 2 NE of 7th	11/12/2021		In Review

		Commission Decision				Attachment 2

Total Records: 34

1/4/2022



Building Permit Report

12/01/2021 - 12/31/2021

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
210496			REPLACE 5' OF 4" SEWER LINE WITH A 2X4 WYE GOING THROUGH FOUNDATION.	4,904	Plumbing	LOPEZ 4 NW OF 4TH
210495			Remodel of kitchen and bathroom, 200amp Electrical service upgrade	65,000	Building	7 NE of 4th st on Caminoreal
210494	12/22/2021		Residential	18,000	Roofing	Torres 4 NW of 8th
210493			As-Built Plans	300,000	BP Revision	Monte Verde 3 SW of 12th Ave
210492	12/20/2021			0	Building	Dolores 6 SW of Ocean
210491	12/20/2021		Repairs to dry-rot damaged by shower and sub floor. Plumbing to remain in same location. Contact: Hastings Construction (831) 620-0920	9,500	Building	SW Corner of Carpenter & 5th
210490	12/20/2021		Replacement/repair of a partial section of fence damaged in recent storm. Going to replace section with exactly the same thing.	0	Exempt Work	NE Corner of San Carlos & 12th
210489	12/16/2021	12/16/2021	Repair leaking roof on units 110, 111, 127. Wood roofs patched with wood roof material. Contact: Sweety Mistry: (510) 920-6875	700	Building	Carpenter Btwn 1st & 2nd Units 110, 111 & 127
210488	12/16/2021	12/16/2021	Emergency repair permit. Remove (e)	2,500	Building	Carpenter Btwn 1st &

			wood shingle roof and install (n) asphalt shingle roof. Contact: Sweety Mistry: (510) 920-6875			2nd Units 122 & 123
210487	12/17/2021	12/17/2021	Remove boiler, install a large 75,000 BTU mini therm lars boiler under the house. Contact: Chris Wilson Plumbing & Heating (831) 393-9321	5,075	Mechanical	5014 MONTEREY STREET
210486	12/16/2021		Remove approximately 35 lineal feet of 2x wall to open up two units. Contact: Calhoun Construction (831) 884-6359	9,000	Building	Mission 3 SW of 5th
210485	12/16/2021		Replace all (e) ext. windows & doors with new. Replace (e) shower and vanity in bathroom #2. Install insulation in exterior walls and attic.	35,000	Building	25904 Ridgewood Road
210484	12/16/2021		remove upper story failed Kolbe windows. Replace with new Clad Kolbe windows, same design, size and color. Replacing total of 7 windows. Contact: Jeff May (831) 809-4216	0	Building	Camino Real 2 NE of Ocean
210483	12/15/2021		Renovate Existing Shower in Unit #10.	17,000	Building	San Carlos 2 NW of 4th
210482	12/15/2021		Re-build exiting deck, replace roof with new asphalt shingle roofing, add plaster at t1-	185,000	Building	Junipero 4 SW of 8th

			11 siding, replace windows, skylights and doors, add 1-car garage beneath existing deck footprint, addition to living room, interior remodel of kitchen and bathrooms			
210481	12/10/2021		Interior renovation of the (E) Living Room, Dining Area, Kitchen, Laundry, Hall & Bathroom. (N) vaulted ceilings in the Living Room & Kitchen. (N) cabinetry & appliances in the Kitchen & Laundry. (N) lavatory cabinet w/ 2 sinks, linen cabinet & toilet in the Bathroom.	67,902	Building	4910 Monterey St
210480	12/7/2021		Paint exterior of house, body to be Swiss Coffee White and trim to be Black. Contact: International Coating Company (925) 759-3822	0	Exempt Work	Lopez 5 NE of 4th
210479	12/7/2021		Construction of a new single family dwelling with attached garage.	774,000	Building	SW Corner of Lincoln & 5th
210478	12/7/2021		Remodel of 4,043 sf residence, modification of exterior materials from Tudor style to shingle style (shingle siding, metal doors & windows), slate roof	3,000,000	Building	San Antonio 3 NW of Santa Lucia
210477	12/7/2021		New kitchen, flooring, and windows.	150	Building	Junipero 2 SE of Ocean

210476	12/6/2021		Remodel an existing two story single family home dwelling and detached garage and expand the lower level. Project includes interior and exterior modifications shown on the plans. Includes changes to rear and side decks, front porch, and no excavation or tree removal. new wood clad windows and doors.	450,000	Building	Crespi 9 SW of Mountain View
210475	12/3/2021	12/3/2021	Remove (e) ductwork underneath the house and replace with new flex ducting. Contact: Della Mora Heating, Sheet Metal & Air Conditioning (831) 883-4500	9,838	Mechanical	Camino Real 3 SW of 10th
210474	12/3/2021	12/13/2021	New 4.25 kw solar PV array consisting of 10 panels. Contact: Tesla (408) 763-7754	5,610	Electrical	26282 Atherton Dr.

Total Records: 23

1/4/2022



Code Compliance Report

12/01/2021 - 12/31/2021

Case #	Case Type:	Status	Location	Problem Description	Date Received	Date Closed
21104	Business License Violation	Open	Ocean NE of Dolores	Sidewalk sales	12/22/2021	
21103	Planning/Building Violation	Open	SEC Dolores and Franciscan	Hot tub installation	12/17/2021	
21102	Building Violation	Open	Carpenter 2 NW and 2nd	Construction without permit	12/13/2021	
21101	Sign Violation	Open	NEC Mission and 13th	Multiple "for sale" signs	12/14/2021	
21100	Sign Violation	Closed	Rio Road	Signs in ROW	12/14/2021	12/14/2021
21099	Sign Violation	Open	Ocean	Commercial signage	12/6/2021	1/1/1900
21098	Planning Violation	Open	Santa Fe 2 SW of 5th	Landscaping without permit	12/6/2021	
21097	Right of way Violation	Open	Camino Real SE of Ocean	Trash Cans in ROW	12/1/2021	

Total Records: 8**1/4/2022**



Encroachment Permit Report

12/01/2021 - 12/31/2021

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
210296	Temp Ench	12/22/2021	Replace sewer lateral using pipe bursting	Forest Road 2 SE of 8th	12/22/2021	
210295	Temp Ench	12/20/2021	Service upgrade with concrete restoration to follow. Contact: Coastal Paving & Excavating (831) 262-1425	San Carlos 4 SE of 7th	12/20/2021	Issued
210294	Temp Ench	12/20/2021	Crossarm replacement. PM# 31562360. Contact: PG&E (831) 713-6019	Santa Rita 4 SE of 4th	12/20/2021	Issued
210293	Temp Ench	12/15/2021	PG&E to trench and backfill all. PG&E to abandon gas service at main. Contact: PG&E (408) 478-1894	Lincoln 5 SW of 10th	12/16/2021	Approved
210292	Temp Ench	12/15/2021	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Vizcaino 11 SW of Mountain View	12/17/2021	Issued
210291	Temp Ench	12/14/2021	Replace sewer lateral, install SRV & BWV. Contact: Easy Drains Plumbing (831) 521-6882	San Antonio 4 SE of 4th		In Review
210290	Temp Ench	12/13/2021	PG&E to relocate overhead service. PM# 35250666. Contact: PG&E (408) 478-1894	San Carlos 6 SW of 8th	12/20/2021	Issued
210289	Temp Ench	12/10/2021	Bore two 6" diameter bore holes in City limits. Depths will range between 10' and	Lincoln & 2nd	12/13/2021	Issued

			20' below ground surface. Bore holes will be backfilled with quick-set concrete and cuttings and capped with grout. Excess cuttings will be off-hauled by Pacific Coast. CONDITION: COORDINATE IN ADVANCE OF BORING TO MEET WITH PUBLIC WORKS SUPERINTENDENT, ROB CULVER AT (831) 620-2074. Contact: Pacific Crest Engineering (831) 722-9446			
210288	Driveway	12/10/2021	Replace asphalt driveway apron. Contact: Boyd's Asphalt Services (831) 754-1224	Scenic 3 SE of Ocean	12/13/2021	Issued
210287	Temp Ench	12/10/2021	Replace sewer lateral using pipe bursting & create trench for PG&E to install their gas line. Contact: Rooter King (831) 394-5315	Santa Rita 2 SW of 5th	12/13/2021	Issued
210286	Temp Ench		Wave to run Aerial Strand down multiple Streets (please refer to plans)	Various (Cassanova St., Palou Ave. & 8th St.)		
210285	Temp Ench	12/9/2021	replace sewer lateral using pipe bursting. 811# W134200169. Contact: Rooter King (831) 394-5315	Junipero 3 NE of 8th	12/9/2021	Approved
210284	Temp Ench	12/8/2021	PG&E to install clearance pole. PM# 35294705. Contact: PG&E (831) 713-6019	San Carlos 100' N of 2nd		In Review

210283	Perm Ench	12/8/2021	Installation of retaining walls, fence, gravel patio, and refuse bin pad.	24956 Lincoln Street Carmel		
210282	Temp Ench	12/7/2021	Replace sewer lateral using pipe bursting. CONDITION: ONE LANE TO REMAIN OPEN AT ALL TIMES. Contact: Rooter King (831) 394-5315	San Carlos 4 SE of 12th	12/8/2021	Issued
210281	Temp Ench	12/6/2021	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	NE Corner of Scenic & 12th	12/6/2021	Issued
210280	Temp Ench	12/3/2021	Restoration of 3'x4' paver patch and 8'x10' asphalt patch. Contact: Coastal Paving & Excavating (831) 262-1425	Monte Verde 100' N of 7th	12/6/2021	Issued
210279	Temp Ench	12/1/2021	Crane lift an AC and heater unit. CONDITION: 1) WORK TO NOT BE PERFORMED UNTIL ASSOCIATED BUILDING PERMIT IS APPROVED. 2) DETOUR AHEAD AND ROAD CLOSED SIGNS TO BE INCLUDED WITH TCP. Contact: Tope's Tree Service (831) 373-7765	6th 2 SW of Dolores	12/2/2021	Issued

Total Records: 18

1/4/2022



CITY OF CARMEL-BY-THE-SEA

Monthly Report

December 2021

Public Safety

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Interim Chief Brian Uhler

SUBMITTED ON: January 19, 2022

APPROVED BY: Chip Rerig, City Administrator

AMBULANCE REPORT

Summary of Carmel Fire Ambulance December 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 2021 the ambulance was able to meet the performance measure. The response time was 100%.

39 total calls for service in CBTS

25 Code 3 EMS calls for service – Average response time: 3:08 min

MONTEREY FIRE REPORT

Summary of Monterey Fire December 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 2021 the fire department was unable to meet the performance measure. The response time was 92% with (3) code-3 calls over 5 minutes.

57 total calls for service in CBTS Average response time: 3:36 min.

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

12/6/21 – Code 3 response 05:38 min – Torres St. /9th Ave – Delay due to training

12/3/21 – Code 3 response 06:11 min – Mission St. /Alta Ave. – Multiple calls at the same time

12/13/21 - Code 3 response 06:36 min - San Antonio Ave/7th Ave. - Delay due to weather conditions

BEACH FIRES

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



CARMEL-BY-THE-SEA DECEMBER 2021 Response Summary Report by Incident Type

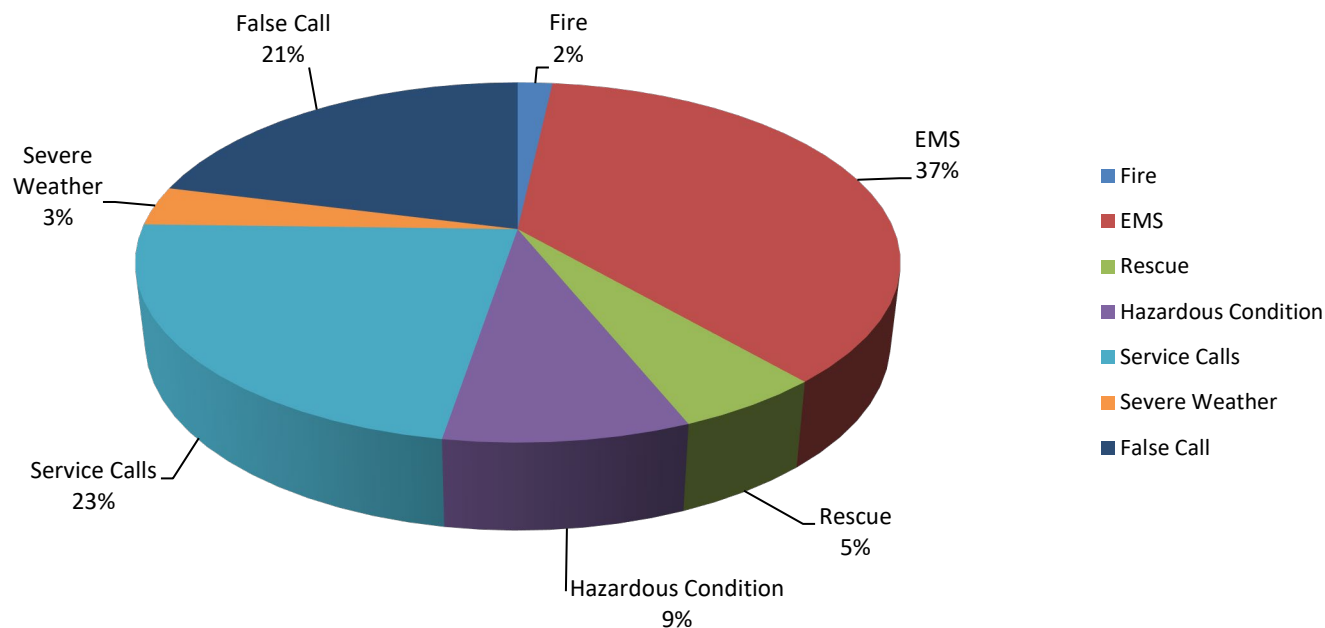


Type of Call	Number	Average Response Time
Fire	1	3:00
EMS	21	3:03
Rescue	3	3:06
Hazardous Condition	5	3:36
Service Calls	13	4:02
Severe Weather	2	4:20
False Call	12	4:09

Total Responses

57

3:36



Total Code 3 Calls:

38

Response Times for Code 3

Calls ≤ 5 minutes:

92%



RESPONSE SUMMARY REPORT BY INCIDENT TYPE
27060 CARMEL-BY-THE-SEA
Alarm Date From: 12/1/2021 To: 12/31/2021



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
100 Series (Fire)						
Cooking fire, confined to container	12/29/2021 3:54 PM	211229-MNT08396	0:03:00	OCEAN AVE	MONTE VERDE ST	3
1			0:03:00			
300-321 Series (EMS)						
Medical assist, assist EMS crew	12/3/2021 1:05 PM	211203-MNT07746	0:03:36	OCEAN AVE	DEL MAR AVE	3
Medical assist, assist EMS crew	12/4/2021 12:45 PM	211204-MNT07767	0:00:01	JUNIPERO AVE	8TH AVE	2
Medical assist, assist EMS crew	12/5/2021 4:20 PM	211205-MNT07791	0:03:59	CASANOVA ST	12TH AVE	3
Medical assist, assist EMS crew	12/24/2021 7:32 AM	211224-MNT08280	0:03:18	SANTA LUCIA AVE	CAMINO REAL	2
Medical assist, assist EMS crew	12/25/2021 9:53 AM	211225-MNT08299	0:03:52	GUADALUPE ST	5TH AVE	3
Medical assist, assist EMS crew	12/27/2021 7:50 PM	211227-MNT08358	0:01:42	6TH AVE	SAN CARLOS ST	3
EMS call, excluding vehicle accident with injury	12/2/2021 11:25 AM	211202-MNT07713	0:03:30	SAN CARLOS ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	12/4/2021 12:00 PM	211204-MNT07765	0:04:31	SAN CARLOS ST	CAMINO DEL MONTE AVE	3
EMS call, excluding vehicle accident with injury	12/6/2021 9:50 AM	211206-MNT07803	0:04:41	CAMINO REAL ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	12/11/2021 2:58 PM	211211-MNT07936	0:01:56	MISSION ST	JUNIPERO	3
EMS call, excluding vehicle accident with injury	12/14/2021 8:22 AM	211214-MNT08010	0:03:47	CARMELO ST	11TH AVE	3
EMS call, excluding vehicle accident with injury	12/14/2021 12:00 PM	211214-MNT08020	0:01:20	SAN CARLOS ST	6TH AVE	3
EMS call, excluding vehicle accident with injury	12/14/2021 2:31 PM	211214-MNT08026	0:02:02	DOLORES ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	12/15/2021 8:17 PM	211215-MNT08054	0:02:33	TORRES ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	12/16/2021 7:13 AM	211216-MNT08059	0:04:05	DOLORES ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	12/16/2021 10:51 PM	211216-MNT08073	0:01:45	SCENIC RD	13TH AVE	3
EMS call, excluding vehicle accident with injury	12/21/2021 6:53 PM	211221-MNT08206	0:02:26	8TH AVE	S MOUNTAIN VIEW AVE	3
EMS call, excluding vehicle accident with injury	12/22/2021 6:05 PM	211222-MNT08236	0:03:37	MONTE VERDE ST	12TH AVE	3
EMS call, excluding vehicle accident with injury	12/26/2021 9:41 PM	211226-MNT08331	0:02:45	SAN CARLOS ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	12/27/2021 2:30 PM	211227-MNT08348	0:03:38	10TH AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	12/31/2021 6:33 PM	211231-MNT08449	0:01:29	OCEAN AVE	LINCOLN ST	3
21			0:03:03			
322-399 Series (Rescues)						
Motor vehicle accident with injuries	12/24/2021 12:51 PM	211224-MNT08284	0:03:42	3RD AVE	GUADALUPE ST	3
Motor vehicle/pedestrian accident (MV Ped)	12/17/2021 9:09 AM	211217-MNT08080	0:02:43	OCEAN AVE	LINCOLN ST	3
Rescue or EMS standby	12/11/2021 11:46 PM	211211-MNT07947	0:02:54	SAN CARLOS ST	7TH AVE	3
3			0:03:06			
400 Series (Hazardous Material)						
Hazardous condition, other	12/8/2021 1:26 PM	211208-MNT07869	0:04:37	SANTA RITA ST	4TH AVE	3
Gas leak (natural gas or LPG)	12/6/2021 9:36 AM	211206-MNT07800	0:05:38	TORRES ST	9TH AVE	3

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
400 Series (Hazardous Material) continued..						
Carbon monoxide incident	12/29/2021 10:50 PM	211229-MNT08402	0:03:15	MISSION ST	7TH AVE	3
Power line down	12/13/2021 2:46 PM	211213-MNT07985	0:02:23	S MOUNTAIN VIEW AVE	SANTA FE ST	3
Arcing, shorted electrical equipment	12/11/2021 8:25 PM	211211-MNT07944	0:02:05	CASANOVA ST	8TH AVE	2
5			0:03:36			
500 & 600 Series (Service Calls)						
Service Call, other	12/12/2021 10:39 AM	211212-MNT07956	0:00:04	TORRES ST	5TH AVE	2
Water problem, other	12/9/2021 9:58 AM	211209-MNT07888	0:02:06	MISSION ST	5TH AVE	2
Water evacuation	12/10/2021 7:14 AM	211210-MNT07906	0:04:31	DOLORES ST	8TH AVE	2
Smoke or odor removal	12/28/2021 11:52 AM	211228-MNT08371	0:02:32	8TH AVE	TORRES ST	3
Public service	12/14/2021 9:24 AM	211214-MNT08012	0:06:23	SCENIC RD	13TH AVE	2
Assist invalid	12/1/2021 11:55 PM	211201-MNT07707	0:04:26	SAN CARLOS ST	13TH AVE	2
Assist invalid	12/7/2021 2:37 AM	211207-MNT07826	0:03:45	25981 RIDGEWOOD RD		2
Assist invalid	12/17/2021 11:40 PM	211217-MNT08102	0:05:45	CARMELO ST	9TH AVE	2
Assist invalid	12/31/2021 8:58 PM	211231-MNT08450	0:04:31	CAMINO REAL ST	8TH AVE	2
No incident found on arrival at dispatch address	12/6/2021 7:40 AM	211206-MNT07798	0:06:26	25981 RIDGEWOOD RD		2
No incident found on arrival at dispatch address	12/6/2021 8:26 PM	211206-MNT07821	0:03:45	25981 RIDGEWOOD RD		3
No incident found on arrival at dispatch address	12/6/2021 11:47 PM	211206-MNT07824	0:05:14	25981 RIDGEWOOD RD		2
No incident found on arrival at dispatch address	12/21/2021 8:31 AM	211221-MNT08188	0:02:56	SANTA FE ST	4TH AVE	3
13			0:04:02			
700 Series (False Alarms)						
Sprinkler activation due to malfunction	12/31/2021 5:13 PM	211231-MNT08447	0:03:59	MISSION ST	6TH AVE	3
Smoke detector activation due to malfunction	12/8/2021 7:26 PM	211208-MNT07876	0:05:11	MISSION ST	VISTA AVE	2
Smoke detector activation due to malfunction	12/28/2021 8:02 AM	211228-MNT08365	0:02:59	MONTE VERDE ST	7TH AVE	3
Alarm system sounded due to malfunction	12/2/2021 11:29 PM	211202-MNT07732	0:03:14	SAN CARLOS ST	7TH AVE	3
Alarm system sounded due to malfunction	12/3/2021 1:19 PM	211203-MNT07748	0:06:11	MISSION ST	ALTA AVE	3
Alarm system sounded due to malfunction	12/7/2021 8:37 AM	211207-MNT07832	0:03:31	DOLORES ST	7TH AVE	3
Alarm system sounded due to malfunction	12/13/2021 1:54 AM	211213-MNT07968	0:06:36	SAN ANTONIO AVE	7TH AVE	3
Alarm system sounded due to malfunction	12/13/2021 9:20 AM	211213-MNT07971	0:00:00	2561 15TH AVE		2
Alarm system activation, no fire - unintentional	12/6/2021 3:03 PM	211206-MNT07814	0:02:55	MISSION ST	7TH AVE	3
Alarm system activation, no fire - unintentional	12/8/2021 9:01 AM	211208-MNT07863	0:05:22	26245 DOLORES ST		2
Alarm system activation, no fire - unintentional	12/24/2021 11:17 AM	211224-MNT08283	0:02:47	OCEAN AVE	LINCOLN ST	3
Carbon monoxide detector activation, no CO	12/19/2021 6:04 PM	211219-MNT08154	0:07:00	CAMINO REAL	SANTA LUCIA AVE	2
12			0:04:09			
800 Series (Severe Weather)						
Flood assessment	12/23/2021 10:53 AM	211223-MNT08258	0:03:47	CAMINO REAL ST	SANTA LUCIA AVE	2
Wind storm, tornado/hurricane assessment	12/23/2021 7:04 PM	211223-MNT08271	0:04:52	CASANOVA ST	OCEAN AVE	2
2			0:04:20			

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

211206-MNT07800 Delay due to training

211203-MNT07748 Multiple calls at same time

211213-MNT07968 Delay due to weather conditions

	Code 2 Calls	19
	Code 3 Calls	38
	Total # of Incidents	57
	% Under 5 Minute Response Time	92%

December 2021 PRA

[illegible]

Request No.	Request Date & Received By	10-Day Due Date	14-Day Ext. Date	Date Completed by PSO	Requestor	Phone	Info Requested	Status	Date & PSO Mailed
2020-0001	12/2/21 DA	12/12		12/4/21 DA	Lexis Nexis	800-934-9698	CQ2100529/CQ2100530	Denied	mailed back by DA
2020-0002	12/2/2021	12/12/2021		12/4/2021	Lexis Nexis		CA2100528	Completed	mailed by DA
2020-0003	12/4/21 DA	12/14/2021		12/4 DA	Karen Christie		CA2100571	Completed	released at front counter
2020-0004	12/6/2021	12/16/2021		12/6 DA	Kathleen Fitzgerald	831-595-4492	CG2100544	Completed	released at counter MJR
2020-0005	12/6/2021	12/16/2021		6-Dec	Metropolitan Reporting		CA2100518	Completed	mailed by DA
2020-0006	12/8/2021	12/18/2021		8-Dec	Simeon Trinidad		CG1900298	Completed	released at front counter
2020-0007	12/10/2021	12/20/2021		12/10 DA	Annette Madrigal		CC2100295	Completed	emailed by DA
2020-0008	12/12/2021	12/22/2021		12/12 DA	Ronald Chaplan		CG1600692	Completed	Redacted Report awaiting release
2020-0009	12/16/2021	12/26/2021		12/16 DA	Jamie Aquino		CA2100518	completed	released at front counter
2020-0010	12/16/2021	12/26/2021		12/16 DA	Lexis Nexis		CA2100564	completed	mailed by DA
2020-0011	12/7/2021	12/17/2021		12/17 DA	John Bonifas (Fourtane)	831-920-7645	CG2100580	denied	email sent
2020-0012	12/20/2021	12/20/2021		12/20 mjr	Anthony Alioto	415-382-6170	CG2100574	Completed	mailed MJR
2020-0013	12/21/2021 MJR	12/21/2021		12/21 mjr	Devel Mountain Nursery	510-774-7930	CA2100592	Completed	mailed MJR
2020-0014	12/23/2021 MJR	1/3/2022		12/24 DA	Lexis Nexis		CA2100571	Completed	mailed by DA
2020-00015	12/23/2021	1/3/2022			Sharleen Esfahani		CG2100591	Completed	mailed by DA
2020-00016	12/23/2021	1/3/2022		12/24 Da	Lexis Nexis		CC2100682	Completed	mailed by DA
2020-0017	12-29-21 MJR			12/29 MJR	Deborah Mizzi		CG2100609	Completed	Released MJR
2020-0018	12-30-21 MJR			12/30 MJR	Jamilla Johnson		CA2100611	Completed	Released MJR
2020-0019	12/23 DA	1/3/2022		1/5 DA	Neal Kruse		CA2100592	Completed	released



CITY OF CARMEL-BY-THE-SEA

Monthly Report – December 2021

Public Works Department

TO: Honorable Mayor and City Council Members

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

SUBMITTED ON: January 4, 2021

APPROVED BY: Chip Rerig, City Administrator

City Council Special Meeting of December 6, 2021

- Approved Resolution 2021-074, amending the Franchise Agreement with Green Waste Recovery, allowing for a change of ownership, and approving a 3.76 percent rate increase to meet Senate Bill 1383, solid waste, recycling, and organics requirements, effective January 1st.
- Approved Resolution 2021-076, authorizing changes to the position allocation schedule, including an Administrative Analyst for forestry, an Administrative Technician for environmental programs, and a Maintenance Worker for forestry.
- Monterey Regional Storm Water Management Program (MRSWMP) Manager Jeff Condit gave an insightful presentation regarding MRSWMP activities and accomplishments.
- The Public Works Director presented an overview of a proposed grease interceptor policy to provide a consistent review and approval process for future applications.

Forest and Beach Commission Meeting of December 9, 2021

- Carmel Cares Project Manager Shirley Moon presented an overview of the three-phased approach to improving the iconic Scenic Pathway Renovation Project.
- Community Planning and Building Director presented an overview of the 16 proposed benches along the Scenic Pathway as initially approved by the Planning Commission, and received excellent feedback which will be referred back to the Planning Commission.
- Denied a tree removal application for a healthy coast live oak tree that is nearly touching the corner of the roof structure and patio deck at Guadalupe, 4 NW of Fifth.
- Due to the unauthorized root cutting and subsequent removal of a neighboring pine tree during a sewer lateral repair, required the owner of the sewer to pay the neighbor for the value of the tree, removal, and appraisal cost totaling \$26,148 at Lobos, 4 NW of Third.
- A Stop Work Order was issued at Camino Real, 2 NE of Fourth, for multiple building and tree violations. Required applicant to pay \$949 in fees incurred to date, and submit a landscape plan for Commission review and to determine appropriate replanting mitigation.
- Presented Forester's Reports and Public Works Reports for October and November 2021.

Climate Action Committee Meeting of December 16, 2021

- This meeting was cancelled. Next regular meeting meeting will be on January 20, 2022.

Public Works Administration

- Summarized the top 17 Public Works Accomplishments for 2021, and posted in Friday Letter.
- Held department interviews for all six (6) candidates on the eligibility list for Maintenance Worker. Top candidates for Streets and Forestry positions were identified and background checks should begin in January.
- Updated Project Manager job announcement and advertising campaign, and reposted position.
- Continued cost-sharing negotiations for a possible Lease Agreement with Pac Rep for the Forest Theater.
- Supported the Police Dispatch Room renovation, providing plans for IT modifications.
- Responded to complaints regarding pickleball play at Forest Hill Park, and coordinated with Monterey County Public Works to post “park off pavement” signs.

Carmel Cares

- Received a \$50,000 donation which will be earmarked for a new ambulance. Finance to submit to City Council in February.
- Continued to maintain and improve the Scenic Pathway, Devendorf Park, Forest Theater, Vista Lobos Park, Sunset Center grounds, median islands, and other areas.
- Renovated the exit gate at Forest Theater.
- Continued fabrication of seven (7) custom downtown Carmel map display cases, a show bill structure for Sunset Center, and upgraded frames for signage along the Scenic Pathway.
- Made a number of short videos which can be seen here: <https://www.carmelcares.org/videos/>

Environmental Programs

- Submitted the City’s final \$120k Cal Recycle Grant report.
- Tope Tree Service substantially completed the mostly grant-funded, Fire Fuel Reduction Project in MTNP.
- During rainfall, obtained samples from the Fourth Avenue Watershed for testing discharge in the Carmel Bay’s Area of Special Biological Significance.
- Submitted an application to be certified Blue City, indicating environmental stewardship for waterways and the ocean.
- Added proposed action plans to the 2021 Monterey County Multi-Jurisdictional Hazard Mitigation Plan.
- Began to prepare a Professional Services Agreement with Neill Engineering to design the first three drainage projects at the south end of MTNP funded by a Per Capita Park Grant. Agreement will also include on-call engineering services and construction support for the annual paving project.

Facility Maintenance

- During the December storms, repaired roof leaks for five (5) City buildings.
- Hired vendor to sandblast the rusty metal container below the Police/ Public Works emergency generator, and apply special coating to ensure no diesel fuel is released outside the container.
- Installed an ADA-compliant dual drinking fountain in Forest Hill Park.
- City fire extinguishers were tested and re-certified.
- Power-washed the west side of the Public Works building in preparation for painting in 2022.
- Agreed with Pureserve to extend their janitorial services contract by six (6) months at the same (current) rate through the end of the fiscal year.
- GFC Painting painted the Picadilly Park restroom at no cost to the City.
- Met with California Fire Protection to better understand state regulations regarding relocating fire line backflow valves to be above ground. This will be a proposed FY23 CIP Project.
- Unsuccessfully attempted to close out the Sunset Center Emergency Fire Pump Replacement Project by demonstrating that the muffler assembly is adequate as installed. It must be relocated per the Fire Code.

Street Maintenance

- Supported the Tree Lighting holiday event.
- Repeatedly cleared out drainage channels and culverts filled with debris from heavy storms and made extra rounds of street sweeping.
- Responded to numerous citizen requests and questions regarding minor ponding and erosion caused by the December storms.
- Caught up on smog testing fleet vehicles, and made repairs to the backhoe and high ranger.
- Began a new sidewalk condition survey and continued making sidewalk repairs.

Forestry, Parks and Beach (Forester's Report)

- Plants and irrigation parts have started to be installed in the Ocean Avenue median island between Lincoln and Monte Verde Streets for the Downtown Beautification Project. This pilot includes native and cultivated plants, subsurface dripline, and Bluetooth-controlled irrigation timers.
- The mobile pickleball nets were vandalized. An investigation is underway.
- Two trees fell without causing any property damage during a rainstorm.
- A moving truck lodged itself in an oak on Thirteenth Avenue.
- Planted five (5) new trees.
- Potted pine seedlings with the help of the Carmel Youth Center students.
- As authorized by Council, submitted an application for an Urban and Community Forestry Grant in the amount of \$171,600 from Cal Fire to supplement funding for the Urban Forest Management Plan Project.

Private and Development Activities

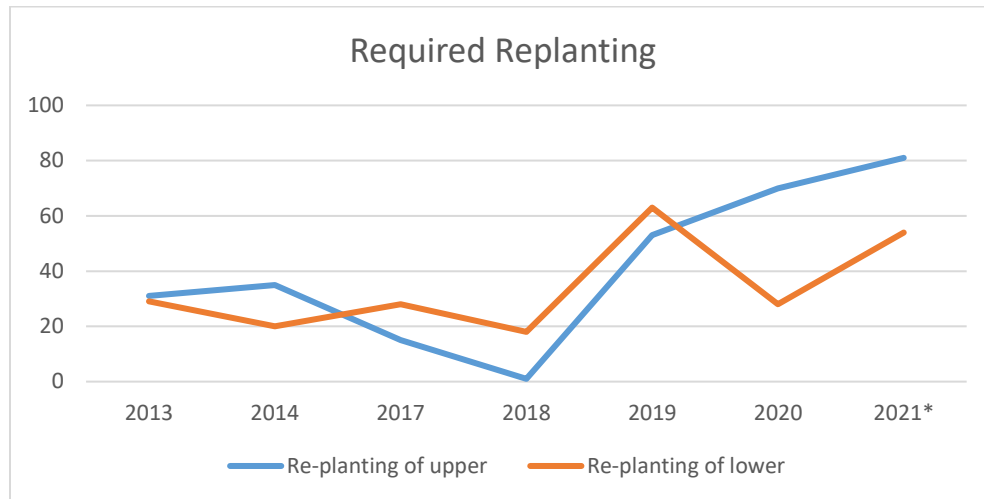
Permitted Removals and Required Planting

	Removals	Plant Upper	Plant Lower	No Room for New Trees	Meets Density Recommendations	Total Number of Trees Required
January	6	3	2	0	0	5
February	20	4	3	0	12	7
March	7	3	1	0	3	4
April	17	6	5	0	6	11
May	12	2	5	0	3	7
June	9	2	2	1	1	4
July	11	6	4	0	3	10
August	21	9	6	0	4	15
September	20	9	3	3	6	12
October	17	10	4	0	7	14
November	39	20	9	0	14	29
December	25	7	10	0	6	17
Totals	204	81	54	4	65	135

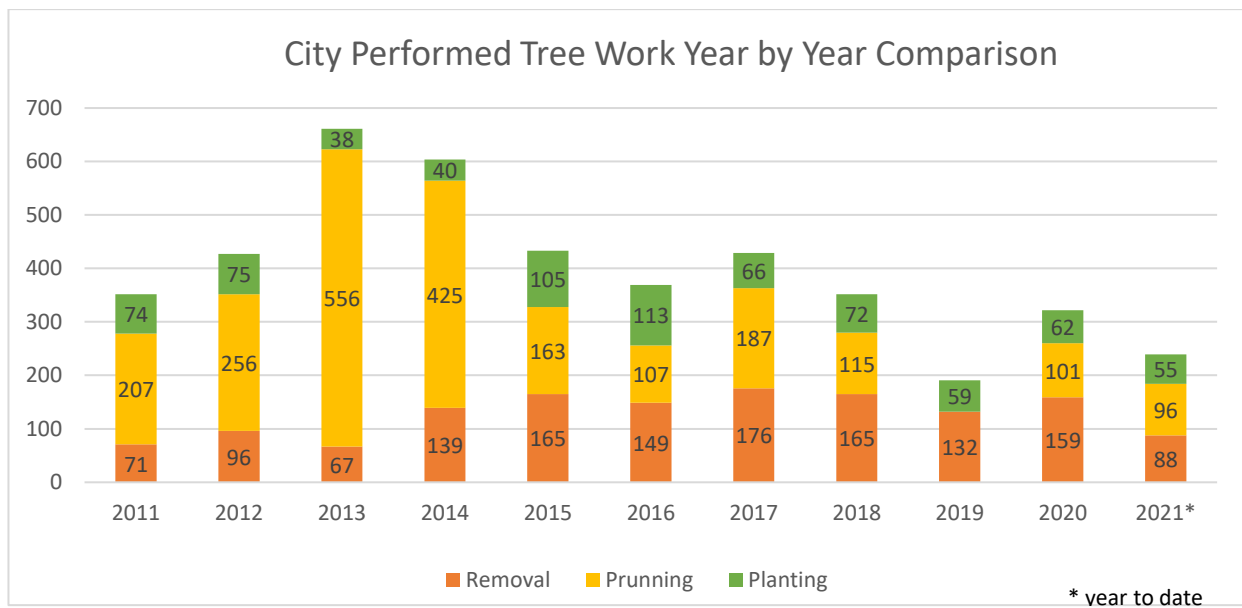
Historic Permitted Removals and Required Plantings

	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



City Forestry, Parks, and Beach Activities



Work Type	Count
Failures	4
Inspections	32
Plan review	9
Plantings	5
Prunings	6
Removals	18
Stop Work Orders	0
Stump Removals	0
Tree Assessments - Planning	3



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

February 1, 2022
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Robin Scattini, Finance Manager

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2022-010 Accepting a Donation of \$50,000 Towards the Purchase of a New Ambulance

RECOMMENDATION:

Adopt Resolution 2022-010 approving the acceptance of a \$50,000 donation to be applied solely towards the purchase of a new ambulance.

BACKGROUND/SUMMARY:

In December 2021, the City Administrator received a phone call from a member of the Manitou Fund governing board. The Manitou Fund is a philanthropic non-profit foundation based in Saint Paul, Minnesota. While visiting this area, this member required the services of Carmel-by-the-Sea's ambulance operations. In appreciation of receiving care from Carmel's ambulance services, a donation in the amount of \$50,000 has been made by Manitou Fund. This donation is stipulated to be applied solely towards the purchase of a new ambulance. Manitou Fund's guidelines require that the funds pass through a local non-profit. To this end, Dale Byrnes, of Carmel Cares, graciously agreed for Carmel Cares to serve as the pass-through non-profit. Carmel Cares has already received the \$50,000 and is holding it for the City. Once approved by Council, City staff will work with Carmel Cares for the City to receive the \$50,000.

FISCAL IMPACT:

The FY21-22 Annual Operating and Capital budget includes purchase of the ambulance, funded by Measure C. This unanticipated donation releases \$50,000 of Measure C funds from being applied towards the purchase of the ambulance to being available to be applied towards the purchase of other vehicles, such as a street sweeper or fire engine/truck.

For cohesiveness, the corresponding budget adjustment will be included with the mid-year budget adjustments.

PRIOR CITY COUNCIL ACTION:

On June 8, 2021, Council approved Resolution 2021-033 Adopting the FY21-22 Annual Operating and Capital budget, which includes purchase of the ambulance.

ATTACHMENTS:

Resolution 2022-010 Accepting a \$50,000 Donation from Manitou Fund to be applied for a new ambulance

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

RESOLUTION NO. 2022-010

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
ACCEPTING A DONATION OF \$50,000 FROM MANITOU FUND TO BE APPLIED SOLELY
TOWARDS THE PURCHASE OF A NEW AMBULANCE**

WHEREAS, Manitou Fund wishes to donate \$50,000 to be applied solely towards the purchase of a new ambulance; and

WHEREAS, City Council is required to accept donations of \$2,500 or more in accordance with the City Council Donation and Gift Policy (Policy 2017-02).

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

Approve the acceptance of a \$50,000 donation from Manitou Fund to be applied solely towards the purchase of a new ambulance.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 1st day of February, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Yashin Abbas
Interim City Clerk



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

February 1, 2022
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Robin Scattini, Finance Manager

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2022-011 Adopting the Fiscal Year 2022-2023 Budget Schedule

RECOMMENDATION:

Adopt Resolution 2022-011 adopting the Fiscal Year 2022-2023 budget schedule.

BACKGROUND/SUMMARY:

This item is on the Council's agenda to adopt the Fiscal Year 2022-2023 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 2022-2023 covers the period of July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

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

PRIOR CITY COUNCIL ACTION:

Not applicable.

ATTACHMENTS:

Resolution 2022-011 Adopting the FY 2022-23 Budget Schedule

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

RESOLUTION NO. 2022-011

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
APPROVING THE FISCAL YEAR 2022-2023 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 2022-2023 budget schedule per Exhibit A.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 1st day of February, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Yashin Abbas
Interim City Clerk

EXHIBIT A

Activity	Date*
Adoption of FY 22-23 Budget Schedule	Council Meeting February 1, 2022
Development: FY 22-23 Operating Budget / Five-Year Capital Improvement Plan (CIP) & Five-Year Financial Forecast	February - March 2022
Five-Year CIP and Financial Forecast Workshop	Special Council Meeting Week of March 14, 2022
Council consideration of funding projects as part of the FY 22-23 Capital Improvement Plan (CIP)	Council Meeting April 5, 2022
Submittal of FY 22-23 Proposed Budget to Council	Council Meeting May 3, 2022
FY 22-23 Proposed Budget Workshop	Special Council Meeting Week of May 16, 2022
Adoption of FY 22-23 Budget and GANN Limit	Council Meeting June 7, 2022
Adoption of FY 22-23 Budget and GANN Limit <i>as Needed</i>	Special Council Meetings June 14, 2022 June 21, 2022
FY 22-23 Begins	July 1, 2022

*Dates are tentative and subject to change



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

February 1, 2022
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert Harary, P.E, Director of Public Works
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2022-013 authorizing the City Administrator to execute a Professional Services Agreement with Neill Engineers Corp. for On-Call Engineering Services for a not-to-exceed fee of \$138,200 and a term ending June 30, 2024

RECOMMENDATION:

Adopt Resolution 2022-013 (Attachment 1) authorizing the City Administrator to execute a Professional Services Agreement with Neill Engineers Corp. for On-Call Engineering Services for a not-to-exceed fee of \$138,200 and a term ending June 30, 2024.

BACKGROUND/SUMMARY:

Neill Engineers Corp. has served the City of Carmel as the contract City Engineer for decades and has designed numerous capital improvement projects. However, the most recent professional services agreement with Neill Engineers expired on June 30, 2021.

The proposed engineering services agreement (Attachment 2) will allow the Public Works Department to obtain necessary municipal engineering services from Neill Engineers Corp. to complete the design, bidding and construction of the 2021-2022 Street Paving Project, including San Carlos median islands and San Carlos bike route projects, as well as additional sidewalk repairs that were identified by Council as high priority. The design work for this project was completed under the prior professional services agreement; however, due to the pandemic and reduced staffing, the project has not yet been advertised for bids.

The proposed agreement will also allow Neill Engineers to begin design work on three (3) inter-related Mission Trail Nature Preserve (MTNP) access and drainage improvement projects, which are funded by a State Department of Parks and Recreation Per Capita Grant. Neill Engineers has extensive knowledge of the storm drainage system in Carmel-by-the-Sea, including in the MTNP.

Finally, the proposed agreement will allow the Public Works Department to obtain engineering services on an on-call, as-needed basis. For example, Neill Engineers may continue to be needed to provide engineering, design, bid support, and/or construction management support services for the City's infrastructure-based capital improvement projects such as pavement rehabilitation, storm drainage system

upgrades, and sidewalk repairs. In addition, the proposed on-call arrangement will support the Director of Public Works with general engineering tasks including: plan checking, conditioning private development applications, cost estimating, performing condition assessments, and similar services.

Neill Engineers are a reputable firm located in Carmel and possess institutional knowledge of the City's infrastructure systems that are second to none. Further, their hourly rates are equal to or below industry standard rates for these types of services on the Monterey peninsula. Neill Engineers were selected for the Street Paving Project through a competitive selection among eight (8) engineering firms.

As for the selection for the MTNP project, Municipal Code Section 3.12.140, "Bidding Procedures – Dispensation," allows for the acquisition of professional services, such as that available from an attorney, accountant, architect or specialized consultant, and involving specialized knowledge, without competition.

FISCAL IMPACT:

Capital Improvement Program (CIP) work performed under this agreement will be charged to the projects included in the Council-adopted Capital Improvement Plan. Engineering fees for the 2021-22 paving project will be paid out of CIP account 118STR. Engineering fees for the access and drainage improvements in Mission Trail Nature Preserve will be paid out of CIP account 122MSS.

The total combined expenditure will not exceed \$138,200 for this Professional Services Agreement.

PRIOR CITY COUNCIL ACTION:

In September 2019, the City Council passed a resolution awarding a Professional Services Agreement to Neill Engineers Corp. for a not-to-exceed fee of \$126,800 for the Pavement Rehabilitation, San Carlos Median Islands, and San Carlos Bike Route projects.

ATTACHMENTS:

Attachment 1: Resolution 2022-013 Neill Engineers Corp. PSA

Attachment 2: Neill Engineers Corp. Professional Services Agreement

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

Attachment 1

RESOLUTION NO. 2022-013

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 NEILL ENGINEERS CORP. FOR ON-CALL ENGINEERING SERVICES FOR A NOT-TO-EXCEED FEE OF \$138,200 AND A TERM ENDING JUNE 30, 2024

WHEREAS, Neill Engineers Corporation has provided engineering services to the City of Carmel-by-the-Sea for many years; and

WHEREAS, the Public Works Department has budgeted for on-call municipal engineering services as well as services associated with the City's capital improvement projects and infrastructure repairs; and

WHEREAS, the Agreement will allow the Public Works Department to obtain necessary engineering services to complete the design, bidding, and construction of the 2021-2022 Street Paving Project, sidewalk repairs, and the Mission Trail Nature Preserve Access and Drainage Improvement Project; and

WHEREAS, Neill Engineers Corporation was selected through a competitive selection process for the Street Paving Project; and

WHEREAS, for the Access and Drainage Improvement Project, Municipal Code Section 3.12.140, "Bidding Procedures – Dispensation," allows for the acquisition of professional services involving specialized knowledge without competition; and

WHEREAS, Neill Engineers Corporation has the qualifications, experience, and resources required to complete these services in a cost-effective manner.

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 Neill Engineers Corp. for on-call engineering services for a not-to-exceed fee of \$138,200 and a term ending June 30, 2024.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 1st day of February, 2022, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

SIGNED:

ATTEST:

Attachment 1

Dave Potter, Mayor

Yashin Abbas, Interim City Clerk

PROFESSIONAL SERVICES AGREEMENT
for the
On-call Engineering Services
Agreement #

THIS AGREEMENT is executed this ____ day of February, 2022, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and Neill Engineers Corp., (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: pavement repair project engineering design services as described in Task 1 of Exhibit "A", Mission Trail Nature Preserve drainage improvement project design services as described in Task 2 of Exhibit "A", and on-call as-needed engineering design services as described in Task 3 of Exhibit "A". The complete Scope of Services is attached hereto as Exhibit "A." The Scope of Services under this Agreement should include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto. Consultant agrees to all of the following:
- i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
 - ii. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" [Key Personnel], which is made a part of this Agreement.
 - iii. Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subconsultants, 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 subconsultants to perform any services under this Agreement. This written approval must include the identity of the subconsultants and the terms of compensation.
- v. Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
- vi. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- vii. The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

B. Change Orders.

- i. Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid.
- ii. The City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by the City Council and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.
- iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Administrator with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

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

- i. By executing this Agreement, Consultant represents that Consultant:
 - a. has thoroughly investigated and considered the Scope of Services to be performed;
 - b. has carefully considered how the services should be performed;
 - c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - d. possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- ii. If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

2. **COMPENSATION**

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Compensation & Fee Schedule (Exhibit "C"), in a total amount not-to-exceed One Hundred Thirty-eight Thousand Two Hundred Dollars (\$138,200.00). Such compensation is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant must submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:
 - i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;
 - ii. Invoice number and date;
 - iii. A brief description of services performed for each project phase and/or task;

- iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;
- v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;
- vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.
- xiii. Copies of subconsultant and vendor lien releases.

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

The City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid 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, or if any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission, and the City will not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment. City reserves the right to withhold future payment to Consultant

if any aspect of the Consultant's work is found to be non-conforming to the terms of this Agreement.

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

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

- C. **Adjustment of Maximum Authorized Expenditure.** The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B "Change Orders" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant will advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City is not obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Payment for all authorized services, including payment for authorized on-call, as-needed services, will be made by the City to Consultant in accordance with the various hourly rates as set forth in the Consultant's Compensation & Fee Schedule (Exhibit "C").
- E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods will be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Compensation & Fee Schedule (Exhibit "C"). All reimbursable expenses will be considered as included within the Maximum Authorized Expenditure. Consultant is solely responsible for payment to subconsultants and vendors of services or goods, and the City is not responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.
- F. **Audit and Examination of Accounts:**
 - i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
 - ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.
 - iii. Consultant must disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.
 - iv. Consultant must include the requirements of Section 2F, "Audit and Examination of Accounts", in all contracts with assignees or subconsultants under this Agreement.

- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of the Services. All records, which pertain to actual disputes, litigation, appeals or claims, must be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.
- 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 orders 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 "C") 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 February 1, 2022 and must be completed by June 30, 2024 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)", in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Timely Work.** Consultant will perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule.** Services must be completed by Consultant in accordance with the Project Schedule set forth in Exhibit "D". The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant will provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant must promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City will issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant will perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto in Exhibit "B".
- B. **Substitution of Employees or Subconsultants:**
- i. Consultant may not substitute any key employee or subconsultant listed in Exhibit "B" without the prior written approval of the City, and such approval will not be unreasonably withheld. The City will not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
 - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant may, upon written request from the City, replace such employee or subconsultant. Consultant must, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
 - iii. Whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.
- E. **Independent Contractor:**
- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City may not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, employees and subconsultants.
 - ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers'

compensation coverage, insurance or disability benefits. Consultant will be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. Consultant will defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

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

Name: Robert M. Harary, P.E.
 Title: Public Works Director
 Address: PO Box CC, Carmel-by-the-Sea, CA, 93921
 Telephone: (831) 620-2070
 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: Sherman W. Low, P.E.
 Title: Principal Engineer
 Company: Neill Engineers Corp.
 Address: PO Box LL, Carmel-by-the-Sea, CA 93921
 Telephone: (831) 624-2110
 Email: sherman@neillcorp.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, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

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

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

7. INSURANCE

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

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on an occurrence basis or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant must maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.

E. Other Insurance Requirements:

- i. All insurance required under this Agreement must be written by an insurance company either:
 - a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
 - b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
- ii. Each insurance policy required by this Agreement may not be canceled, except with prior written notice to the City.
- iii. All liability and auto policies must:
 - a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Carmel-by-the-Sea is excess to the Consultant's insurance and will not contribute with it.
 - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant will file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant will file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.

- vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant must require and verify that all subconsultants 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 subconsultant 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.
- 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. 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 invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement**. This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest**. The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

- M. **City Business License**. Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws**. Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

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

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

Chip Rerig, City Administrator

Sherman W. Low, P.E., Principal Engineer

Date

Date

Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____
Brian Pierik, City Attorney

Date

ATTEST:

By: _____
Yashin Abbas, Interim City Clerk

Date

Exhibit "A"	Scope of Services
Exhibit "B"	Key Personnel & Subconsultants
Exhibit "C"	Compensation and Fee Schedule
Exhibit "D"	Project Schedule

SCOPE OF SERVICES**Task 1: Pavement Repair Project Engineering Design Services**

Professional Civil Engineering Services for the 2021-2022 Annual Paving Project, San Carlos Medians, San Carlos Bikeway, and sidewalk repairs at W-side Mission St. between 4th and 5th, W-side Mission St. between 5th and 6th, W-side Dolores St. north of 6th, W-side San Carlos St. north of 4th.

Engineering Services include:

- Field mapping*
- Engineering design*
- Preparation of 30%, 90% plans*
- Cost estimate*
- Preparation of final plans and technical specifications*
- Bid quantities and bid schedules for all paving and sidewalk improvement areas
- Support services as needed during bid period and construction

* Substantially completed in prior agreement but not yet compensated.

Task 2: Mission Trail Nature Preserve Drainage Improvement Design Services

Professional Civil Engineering Services for the Mission Trail Park drainage projects based on recommended improvements from Technical Memorandum Report prepared by Dudek and Waterways, dated February 14, 2019.

Site 1 - Park Entrance at Rio Road

Alternate 2 – Storm drain pipe improvements @ Park entrance to alleviate ponding on the main park access road

- a) Raise access road by approximately 6" over a distance of 650'
- b) Install 24" storm drain pipe, inlet and outlet structures to convey flow to the creek channel

Site 2 - Pedestrian Boardwalk

Pedestrian boardwalk for year-round pedestrian access due to occasional flooding and wet conditions. Boardwalk will be approximately 120 L.F. and connect Willow Trail to Serra Trail. Includes foundation design.

Site 3 - Tributary Crossing and Trail Junction improvements to reduce flooding of Serra Trail caused by ditch blockages from erosion and sedimentation

- a) Re-route tributary area drainage to the South, where it can dissipate and deposit sediment in a low lying area between trails
- b) Install culvert, concrete or rock-lined ford at trail crossing to prevent erosion of path
- c) Fill and raise path to accommodate culvert, concrete or rock-lined ford crossing

Engineering Design Tasks for all sites:

- Review Technical Memorandum Report prepared by Dudek and Waterways Consulting, Inc. dated February 14, 2019 for Mission Trail Stream Stability Assessment
- Meetings w/Public Works Director, Environmental Compliance Manager and City Staff to review project recommendations, project scope
- Field survey and mapping of the project site areas
- Prepare preliminary and progress plans, and coordinate plans with City and consultants engaged to obtain environmental/regulatory permits
- Provide 30% and 90% submittal for City review, including preliminary cost estimates
- Provide 90% submittal of Technical Specifications (City to prepare Special Provisions & Bid Docs)
- Complete Final Plans, Technical Specifications, Bid Schedule and Engineer's Cost Estimate
- Provide support services as needed during Bid period and Construction.

SCOPE OF SERVICES**Task 3: On-Call Engineering Design Services**

Additional on-call as-needed professional civil engineering services as listed in the table below.

SERVICE AREA	POTENTIAL PROJECTS	POTENTIAL TASKS
Civil Engineering (Roadways)	• Street improvements • Parking Lots • Intersections • ADA Upgrades • Pavement Resurfacing • Driveways, Curbs, Gutters, Medians, Sidewalks, Cross Gutters, Walkways • Pavement Management • 5-Year Capital Improvement Plan • Plan Checking of Private Development Grading, Drainage, and Street Improvement Plans and Technical Reports • Standard Plans Update	• Project Management • Design Survey and Geometrics • Pavement Evaluation and Design • Coordination w/ Other Agencies & Utilities • AutoCAD Services • Preliminary Engineering Studies • Technical Reports • Alternatives Analysis • Cost Estimating • Life Cycle Cost Estimating • Final Design Plans and Specifications • Peer Review of PS&Es prepared by Others (Roadways/Parks/Drainage) • On-call Services
Construction Management and Inspection Services	• Roadway and Street Improvements • Pavement Resurfacing • Drainage, Culverts, Basins • Grading • Sewer Pipelines and Lift Stations • Parks and Trails	• Public Bidding Phase Support • Submittal Tracking and Reviews • Construction Staking • Contract Administration • Coordination w/ Other Agencies & Utilities • Construction Inspection • Materials Testing Coordination • Progress Meetings and Reporting • Progress Payments • Change Order Management • Claims & Disputes Prevention / Mitigation • Project Closeout • On-call Services
Surveying, Mapping, and Right-of-Way Engineering	• Any City Property, Project, Improvements, or Municipal Services	• Ground Control • Design Surveys • Topographic Surveys • Construction Staking • Set Monuments • Records and Lands Title Research • Plats and Legal Descriptions for Right-of-Way and Easement Acquisitions • Acquisition Support • On-Call Services
Water Resources (Drainage)	• New and Rehabilitated Pipelines • Storm Drainage Retention Facilities • Box Culverts, Headwalls • Drainage Master Plan • Erosion Control	• Utility Condition Assessment and Inspections • Utility Master Planning • Alignment Studies • Hydrology/Hydraulic Analyses • Coordination w/ Other Agencies & Utilities • Preliminary Engineering • Technical Studies and Reports • Final Design PS&Es • On-Call Services

Key Personnel and Subconsultants**Key Personnel**

Name	Title/Role	Primary Duties
Sherman Low, PE	Principal/Project Engineer	Designer, Spec Writer, Support Services
Gilbert Neill, PE	Staff Engineer	Designer, Reviewer
Abel Plascencia (BSME)	Engr/Survey Tech/CAD	Technical Assistance/CAD Drafter
Colette Weber-Kitamura	Administrative Assistant	Specs, Printing, Admin. Support

Compensation

Compensation based on role/duties of work performed in accordance with Fee Schedule

Subconsultants (if necessary)

Haro, Kasunich & Associates - Geotechnical, Soils
Watsonville, CA

FEE SCHEDULE**Task 1: Pavement Repair Project Engineering Design Services**

The fee for the Pavement Repair Project Engineering Design Services shall be billed on a time and materials basis and shall not exceed:

Task	Cost
Field Mapping / Preliminary Engineering	\$4,000
30% Plan Submittal	\$4,500
90% Plan & Tech Spec Submittal	\$6,200
Final Plan, Technical Specifications, Bid Schedule, Engineer's Cost Estimate	\$17,700
Support services as needed during bid period and construction	\$6,000
TOTAL	\$38,400

Task 2: Mission Trail Nature Preserve Drainage Improvement Design Services

The fee for the Mission Trail Nature Preserve Drainage Improvement Design Services shall be billed on a time and materials basis and shall not exceed:

Task	Cost
Field Mapping / Preliminary Engineering	\$13,200
30% Plan Submittal	\$9,500
90% Plan & Tech Spec Submittal	\$10,900
Final Plan, Technical Specifications, Bid Schedule, Engineer's Cost Estimate	\$3,200
Support services as needed during bid period and construction	\$3,000
TOTAL	\$39,800

Task 3: On-Call Engineering Design Services

When the City requests a particular engineering design service task for which the on-call engineering consultant is retained, a project fee will be developed by the Consultant, utilizing the fee schedules for 2022, 2023 and 2024 as shown below, and will be negotiated between the City and Consultant for that specific task. On-call engineering design services shall not exceed \$20,000 per year, subject to annual Operating Budget approvals by the City Council.

FEE SCHEDULE

We have listed the hourly rates charged for civil engineering services performed. Many services are provided at the hourly rate by professional and technical persons at the appropriate level for the difficulty, risk and experience required.

Hourly Rates for Staff Members

	<u>2022 RATES</u>	<u>2023 RATES</u>	<u>2024 RATES</u>
Principal Engineer	\$199.00 per hr.	\$206.00 per hr.	\$215.00 per hr.
Project Engineer	\$188.00 per hr.	\$195.00 per hr.	\$203.00 per hr.
Staff Engineer/Surveyor	\$168.00 per hr.	\$174.00 per hr.	\$181.00 per hr.
Engineering Technician	\$139.00 per hr.	\$144.00 per hr.	\$149.00 per hr.
CADD Draftsperson	\$124.00 per hr.	\$129.00 per hr.	\$134.00 per hr.
Field Observer	\$132.00 per hr.	\$137.00 per hr.	\$142.00 per hr.
Administrative Assistant	\$93.00 per hr.	\$96.00 per hr.	\$99.00 per hr.
2-Man Field Survey Crew	\$256.00 per hr.	\$266.00 per hr.	\$276.00 per hr.
3-Man Field Survey Crew	\$320.00 per hr.	\$332.00 per hr.	\$345.00 per hr.
Blueprinting & Copying	Cost + 10%	Cost + 10%	Cost + 10%
Other Consultants	Cost + 10%	Cost + 10%	Cost + 10%

PROJECT SCHEDULE**Task 1: Pavement Repair Project Engineering Design Services**

The schedule for the Pavement Repair Project Engineering Design Services is shown below. The schedule does not include time required for Public Works Department reviews, or any other City Department, Committee or Commission review period.

Field Mapping / Preliminary Engineering	6 days
30% Plan Submittal	7 days
90% Plan & Tech Spec Submittal	10 days
Final Plan, Technical Specifications, Bid Schedule, Engineer's Cost Estimate	<u>7 days</u>
TOTAL	30 business days

Task 2: Mission Trail Nature Preserve Drainage Improvement Design Services

The schedule for the Mission Trail Nature Preserve Drainage Improvement Design Services is shown below, effective the date of the notice to proceed. The schedule does not include time required for Public Works Department reviews, or any other City Department, Committee or Commission review period.

Field Mapping / Preliminary Engineering	20 days
30% Plan Submittal	15 days
90% Plan & Tech Spec Submittal	20 days
Final Plan, Technical Specifications, Bid Schedule, Engineer's Cost Estimate	<u>5 days</u>
TOTAL	60 business days

Task 3: On-Call Engineering Design Services

When the City requests a particular engineering design service task for which the on-call engineering 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 1, 2022
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

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

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Parking Enforcement Outside the City on Scenic Drive

RECOMMENDATION:

Receive and file report. Provide direction as needed.

BACKGROUND/SUMMARY:

On September 7, 2021, the City of Carmel-by-the-Sea City Council adopted resolution 2021-047 which authorized entering into an agreement with Monterey County for enforcement of parking laws on Scenic Road south of the City of Carmel-by-the-Sea to Carmelo Street at 17th Avenue.

During the September 7th Council meeting, staff were instructed to provide a report to City Council in 3 months.

Police staff reviewed Computer Assisted Dispatch (CAD) records for the period between September 2021 and January 18th, 2022. The results of this review includes:

- One citizen call for assistance on Carmel Point for cars parked. An officer responded but no enforcement or citations resulted (Note: This call occurred on 9/5/21).
- On four occasions, Officers proactively initiated contact for vehicles in the area (9/5/21, 10/14/21, 11/29/21, and 12/26/21).
- No citations have been written for the entire span of time.

FISCAL IMPACT:

At this point, the fiscal impact for response to calls, Officer-initiated action, and occasional patrol is minimal—staff estimate is less than \$500 for officer time and fuel used for this function.

PRIOR CITY COUNCIL ACTION:

Council approved resolution 2021-047.

ATTACHMENTS:



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

February 1, 2022
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Brandon Swanson, Community Planning & Building Director

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2022-014 awarding a Professional Services Agreement to Winter & Company, for a not-to-exceed fee of \$83,160, to provide consultant support for the 'Design Traditions 2.0' project to update the City's Design Guidelines and Zoning Code

RECOMMENDATION:

Adopt Resolution 2022-014 awarding a Professional Services Agreement to Winter & Company, for a not-to-exceed fee of \$83,160, to provide consultant support for the 'Design Traditions 2.0' project to update the City's Design Guidelines and Zoning Code.

BACKGROUND/SUMMARY:

It has been nearly 20 years since the City's Residential and Commercial Design Guidelines were established through the 'Design Traditions Project'. The guiding documents that were created by this project have served the City well, but they are in need of updating due to their age and the ever evolving nature of architecture and design. The consulting firm that successfully supported this effort 20 years ago is Winter & Company. In an effort to retain the knowledge that they gained of the Village from the first Design Traditions Project, staff seeks to once again partner with them. Over the last 20 years, Winter & Company has continued to be active in the field of planning and urban design by consulting nationwide to public agencies, downtown improvement committees and private property owners. Their staff are frequently featured as speakers at conferences and conventions, including the National Trust for Historic Preservation, the Western Planners Association, the American Planning Association and statewide preservation organizations. Additionally, the Company's principal and owner, Noré Winter has agreed to be the project lead for the Design Traditions 2.0 project. Since Noré was the lead for the original Design Traditions Project, this will provide an even greater level of continuity for this update.

In addition to the Design Guidelines, this project will also include an update to the City's Zoning Code. This is an important component of the project, since the Zoning Code and Design Guidelines are not mutually exclusive. Although it may add time and effort to the process, the final product will be much more cohesive and ultimately serve the Village better. Winter & Company will also assist with this part of the project.

Winter & Company's scope of services are include in the PDA, but generally will be:

- Scoping and review of existing regulations
- Developing and assisting with public workshops
- Preparing presentation materials
- Developing work plan
- Drafting updates to Zoning and Design Guidelines
- Create illustrations and visual exhibits for final product
- Assist is preparation of adoption documents (Resolution, ordinance, etc.)

Sole Source Contract

Pursuant to section 3.12.140 of the City's Purchasing Ordinance the competitive bidding process may be foregone if entering into a sole source contract would be in the best interest of the City. In this case, given the unique knowledge and experience of Winter & Company, a competitive bidding process was not appropriate/required for this procurement. Section 3.12.140 provides certain criteria a sole source contract, and requires that at least one of them is met. In this case, there are two criteria/exceptions that apply:

- **3.12.140.D:** When a professional service, such as that available from an attorney, accountant, architect or specialized consultant, involves a specialized knowledge or personal skill.
- **Rationale:** Winter & Co. possesses the specialized skill of having drafted and implemented the existing Design Guidelines and certain portions of the Zoning code approximately 20 years ago as part of the "Design Traditions Project". The same staff member that supported the city 20 years ago, Noré Winter, will be available for this project as well. This intimate knowledge makes them uniquely qualified due to the continuity of work that would be provided.
- **3.12.140.G:** When specific used supplies, materials or equipment will best serve the City's needs.
- **Rationale:** In addition to the specialized skills better serving the City through a high quality product, utilizing Winter & Co. again will give the City access to information remaining in their files from 20 years ago that will not need to be replicated by a new consultant, therefore saving the City money in the overall project scope.

FISCAL IMPACT:

This project was partially funded as part of the FY2021-22 Capital Improvement Plan budget (\$15,000). The remainder of the required funds to support this effort are part of the mid-year budget adjustment that is being presented as a separate item on the February 1st, 2022 City Council Agenda. Initially, the concept was to have a consultant provide minimal support to the update efforts, but upon further analysis, it was determined that more support was needed to ensure the desired quality of the final product.

PRIOR CITY COUNCIL ACTION:

Not applicable.

ATTACHMENTS:

Attachment 1 - Resolution 2022-014 Winter & Co. PSA

Attachment 2 - PSA with exhibits (Signed by Winter & Co.)

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

RESOLUTION NO. 2022-014

**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 WINTER & COMPANY, FOR A NOT-TO-EXCEED AMOUNT OF \$83,160
TO SUPPORT UPDATES TO THE CITY'S DESIGN GUIDELINES AND ZONING CODE**

WHEREAS, the City's Residential and Commercial Design Guidelines, in concert with the City's Zoning code are key to maintaining the character and charm of Carmel-by-the-Sea; and

WHEREAS, the City wishes to keep these guiding and regulatory documents current and relevant as to be the most beneficial to the City; and

WHEREAS, pursuant to section 3.12.140 of the City's Purchasing Ordinance the competitive bidding process may be foregone if entering into a sole source contract would be in the best interest of the City; and

WHEREAS, pursuant to 3.12.140.D, a project qualifies for sole source issuance when a professional service, such as that available from an attorney, accountant, architect or specialized consultant, involves a specialized knowledge or personal skill; and

WHEREAS, Winter & Co. possesses the specialized skill of having drafted and implemented the existing Design Guidelines and certain portions of the Zoning code approximately 20 years ago as part of the "Design Traditions Project"; and

WHEREAS, the same staff member that supported the city 20 years ago, Noré Winter, will be the lead for this project; and

WHEREAS, this intimate knowledge makes Winter & Company uniquely qualified due to the continuity of work that would be provided.

**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 Winter & Company, for a not-to-exceed amount of \$83,160, to support updating the City's Design Guidelines and Zoning Code.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-
BY-THE-SEA this 1st day of February, 2022, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Yashin Abbas
Interim City Clerk

**PROFESSIONAL SERVICES AGREEMENT
for the
Design Traditions Project 2.0**

THIS AGREEMENT is executed this ____ day of _____, 20____, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and Winter & Company, (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: Assist in the process of development, preparation and adoption of updates to the City's Design Guidelines (residential and commercial) and Zoning Code. The Scope of Services is attached hereto as Exhibit "A." The Scope of Services under this Agreement should include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto. Consultant agrees to all of the following:
- i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
 - ii. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" [Key Personnel], which is made a part of this Agreement.
 - iii. Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.

- iv. Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- v. Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
- vi. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- vii. The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

B. Change Orders.

- i. Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid.
- ii. The City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by the City Council and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.
- iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Administrator with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

C. Familiarity with Services and Site.

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

- a. has thoroughly investigated and considered the Scope of Services to be performed;
 - b. has carefully considered how the services should be performed;
 - c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - d. possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- ii. If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform 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 Compensation & Fee Schedule (Exhibit "C"), in a total amount not-to-exceed Eighty-Three Thousand One Hundred and Sixty Dollars (\$83,160.00). Such compensation is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant must submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;
 - ii. Invoice number and date;
 - iii. A brief description of services performed for each project phase and/or task;
 - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;

- v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;
- vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.
- xiii. Copies of subconsultant and vendor lien releases.

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

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

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

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

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

- C. **Adjustment of Maximum Authorized Expenditure.** The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B “Change Orders” above. Should Consultant consider that any request or instruction from the City’s Project Representative constitutes a change in the scope of services, Consultant will advise the City’s Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City is not obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Payment for all authorized services, including payment for authorized on-call, as-needed services, will be made by the City to Consultant in accordance with the various hourly rates as set forth in the Consultant’s Compensation & Fee Schedule (Exhibit “C”).
- E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods will be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant’s Compensation & Fee Schedule (Exhibit “C”). All reimbursable expenses will be considered as included within the Maximum Authorized Expenditure. Consultant is solely responsible for payment to subconsultants and vendors of services or goods, and the City is not responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.
- F. **Audit and Examination of Accounts:**
 - i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
 - ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.
 - iii. Consultant must disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.
 - iv. Consultant must include the requirements of Section 2F, “Audit and Examination of Accounts”, in all contracts with assignees or subconsultants under this Agreement.

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

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement will commence on February 2nd, 2022 and must be completed by December 31st, 2022, 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: Brandon Swanson
 Title: Director of Community Planning and Building
 Address: PO Box CC, Carmel-by-the-Sea, CA, 93921
 Telephone: 831-620-2024
 Email: bswanson@ci.carmel.ca.us

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

Name: Noré Winter
 Title: Principal and Owner
 Company: Winter & Company
 Address: 3980 Broadway Street, Suite 103, PMB 140, Boulder, CO 80304
 Telephone: 303-440-8445
 Email: nore@winterandcompany.net

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

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs,

reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

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

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

7. **INSURANCE**

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

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on an occurrence basis or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant must maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
 - i. All insurance required under this Agreement must be written by an insurance company either:
 - a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or

- b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
- ii. Each insurance policy required by this Agreement may not be canceled, except with prior written notice to the City.
- iii. All liability and auto policies must:
 - a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Carmel-by-the-Sea is excess to the Consultant's insurance and will not contribute with it.
 - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant will file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant will file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether

added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.

- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.
- ix. If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
- x. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- xi. Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.
- xii. The Consultant hereby waives any right of subrogation that any of its insurers may have or that they may accrue out of the payment of any claim related to the Consultant's performance of this Agreement, regardless of whether any endorsements required by this section are obtained.

8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence and skill

ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.

- C. Consultant must furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant may not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee will evaluate the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City will make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant may rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant will not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event will such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor will Consultant be entitled to extra compensation for same. Consultant's sole remedy shall be an extension of time to complete the Scope of Services.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City will derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services will be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

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

thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.

- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, will be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials will be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant must forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** The provisions contained in Section 10, Ownership and Use of Materials survives the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant must provide such additional copies, and the City will compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant must keep confidential and may not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant may not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant must promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant will not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

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

12. CONFLICT OF INTEREST

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

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. **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

Mayor, City Administrator, or Designee Signature

Printed Name

Date

Title

CONSULTANT

Consultant Signature

Printed Name

Date

Title

Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____
Brian Pierik, City Attorney

Date: _____

ATTEST:

By: _____
Yashin Abbas, Interim City Clerk

Date: _____

ATTACHMENTS

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

EXHIBIT A

Carmel, CA – Design Traditions Project 2.0

Professional Services

January 26, 2022

Project Approach

This scope of services describes the steps for an update to the city's design guidelines and zoning code as they apply to the downtown commercial core and central residential neighborhoods.

The scope is organized into a series of Steps, each of which has more specific tasks. This scope of services assumes that work tasks are shared among the consultant and city planning staff.

The tasks are then organized into two Phases: The first phase is designed to confirm the scope of the amendments. It includes a review of existing conditions, startup meetings with staff and decision-makers as well as initial community engagement. The second Phase then focuses on producing the formal revisions to the code and guidelines.

Project Objectives:

To assist the community in updating:

- Residential design guidelines
- Commercial design guidelines
- Zoning code for the related zone districts

PHASE ONE: CONFIRMING THE SCOPE OF THE AMENDMENTS

1. Start-up and orientation

Objectives:

1. To establish a shared understanding of the expectations for the project
2. To establish a working relationship with staff and decision makers

Format:

This steps includes a series of start-up meetings, all of which would be Virtual. These will be informal meetings, with a simple agenda of questions and a short Powerpoint presentation.

Tasks:

1. Conduct a retreat work session with staff to:
 - a. Develop an understanding of existing conditions
 - i. Review recent projects

- ii. Review current regulations
- b. Confirm steps in the project process
- c. Build a team working relationship
2. Conduct an information meeting with the ad hoc citizen committee that is concerned about community character
3. Conduct a work session with the Planning Commission
4. Conduct a work session with the Preservation Commission (if appropriate)
5. Develop Powerpoint presentation as a project introduction
6. Write up summary of meetings

2. Assess existing conditions

This is a “technical” analysis, which includes a review of existing regulations and a tour of the project area.

Objectives:

- To establish a shared understanding of how current guidelines and standards shape development in the area.
- To establish an understanding of how change may (or may not) be influencing the character of the community.

Format:

These will be Virtual meetings conducted on-line.

Tasks:

1. Review existing character
 - a. Staff will assist in preparing images of the neighborhoods involved that illustrate the character of the area. This can be a virtual walking tour, or a Powerpoint presentation.
 - b. Consultants will join in a virtual meeting with staff to experience the tour.
2. Review recent development projects
 - a. Staff will assemble images of project documents of some recent projects for review and discussion.
 - b. Consultants will join in a virtual meeting with staff to experience the tour.
3. Develop computer models illustrating massing permitted under current zoning standards and design guidelines (with and without bonuses).
 - a. These also can be used later in community outreach.
 - b. They also will serve later in the project as a base for modeling the impacts of potential changes that may be proposed.
4. Summarize findings in an illustrated memo.
 - a. This will be provided to inform public outreach and later discussions with decision makers.

3. Initial Community engagement

Objectives:

1. To provide participants the opportunity to help to define the design features that are valued in the designated areas of the city
2. To provide participants an opportunity to identify issues (focusing on design topics) that should be addressed in the updates

Processes:

This step focuses on a community workshop to gain public opinion. It will include hands-on activities and an online counterpart that invites participants to express their opinions. Noré Winter will be on site to facilitate the workshop. (Trip #1)

Tasks:

1. Develop on-site workshop materials. This includes a “visual character” survey that includes images related to:
 - a. Identifying key features of the study areas that are valued by the community
 - b. Identifying images of buildings (from Carmel and elsewhere) that would be appropriate
 - c. Computer models illustrating alternative massing scenarios for new buildings in different contexts
2. Conduct on-site community workshop #1
3. Prepare online workshop #1
 - a. This will adapt the hands-on materials for the virtual format.
4. Conduct online workshop #1
5. Analyze findings from the workshops
6. Write summary of findings

4. Develop a Strategy (Work Plan)

In this step outlines for changes to the standards and guidelines will be developed. These will include sufficient detail such that the community understands the nature of the revisions to be made. For example, where numbers are involved (such as FAR and height), those numbers will be shown. If necessary, some alternative choices for amendments to specific topics will be included.

Objectives:

- To describe in detail the changes that are to be made
- This will serve as a policy document that decision makers will consider in providing direction for Phase Two of the project, in which the actual revisions are executed.

Tasks:

1. Define the level of detail that the amendments will have
2. Define the topics that will be addressed
3. Develop computer model illustrations of the potential effects of the proposed changes.

4. Write a strategy memo that describes the changes to be made.

5. Confirm the project direction

In this step, the team will review the Strategy (work plan) with the planning commission and the city council to receive their guidance on moving forward.

Objective:

- To gain formal direction from decision makers to move forward into Phase Two

Tasks:

1. Prepare presentation summarizing the strategy report
2. Participate in virtual meeting with the Planning Commission
3. Participate in a virtual meeting with the City Council
4. Review recommendations with staff in a virtual conference meeting

PHASE TWO: EXECUTING THE UPDATES

6. Develop Draft #1 the Updates to the design guidelines

This Task includes updating the design guidelines documents for the downtown and the core residential areas. It will require re-formatting the existing design guidelines into InDesign desktop publishing software, using a standardized page design. (We have PDFs of all of the original residential documents from the Design Traditions Project, including the design guidelines and can extract the text, but will need to place it into InDesign. It was originally laid out in Pagemaker, the predecessor to InDesign, but we no longer have those files.)

Objective:

- To prepare a working draft of the updates for review by the community and decision makers

Tasks:

1. Draft text, including edits as appropriate
2. Develop new illustrations for the guidelines
 - a. Some existing illustrations will be adapted, but new ones are also anticipated, particularly for the downtown design guidelines
3. Lay out the document in InDesign

7. Develop Draft #1 of the zoning amendments

This includes revisions to residential and commercial zone districts. We anticipate that staff will “control” the zoning document and will enter the revisions as needed. Winter & Company will provide staff with a redline markup of suggested edits. They also will provide new graphics to illustrate the code provisions.

Objective:

- To prepare a working draft of the updates for review by the community and decision makers

Tasks:

1. Draft zoning text changes
2. Develop illustrations
3. Mark up code for inserts
4. Staff inserts into code

8. Present the draft revisions to the community

In this step, the consultants will join staff on site to conduct a second community workshop, in which the draft revisions to the code and guidelines will be presented. It also includes a joint work session with the Planning Commission and City Council. This could occur on site, if the schedule permits, or could be online. (This is Trip #2.)

Objectives:

- To keep the community informed of the progress of the project
- To gain detailed direction from decision makers for potential revisions to the draft documents

Tasks:

1. Prepare presentation materials
2. Conduct on-site community meeting
3. Conduct online meeting
4. Conduct joint study session with PC and CC
5. Write summary of findings (other edits to make)

9. Develop draft #2 of the Design Guidelines

In this step, revisions will be made to prepare an adoption draft of the design guidelines.

Tasks:

1. Execute text revisions
2. Develop additional illustrations
3. Update the InDesign document

10. Develop Draft #2 of the zoning amendments

In this step, revisions will be made to prepare an adoption draft of the zoning code.

Tasks:

1. Revise zoning text
2. Develop additional illustrations
3. Staff inserts revisions into the code

11. Implementation

In this step, the revised documents would be adopted. Staff will lead this effort. The consultants will provide assistance and participate in the hearing (on line) if appropriate.

Tasks:

1. Prepare adoption hearing presentation materials
2. Participate in the planning commission hearing
3. Participate in the city council hearing

EXHIBIT B

Carmel, CA - Design Traditions Project 2.0

Noré Winter, Principal in Charge

Winter is an urban design and planning consultant with extensive experience nationwide. He focuses on design strategies that promote the distinctive characteristics of individual communities and neighborhoods while enhancing economic vitality, sustainability and heritage conservation.

Noré will direct the project and will serve as primary contact with the client. He also will lead public outreach tasks.

Julie Husband - Urban Designer

Julie Husband offers twenty-five years of experience in architecture, urban design and related fields. She has worked for Winter & Company for the past twenty years on master plans, design guidelines, design review, urban design and historic preservation, and architectural rehabilitation projects.

Julie will assist the Principal-in-Charge in drafting updates to the design guidelines and zoning code.

Christopher Ball - Graphics and Computer Modeling

Christopher Ball plays an integral role in the creation of graphic content for the company. He has a strong knowledge of 3D modeling, graphic software and architectural practices.

Chris will generate computer models to illustrate potential impacts of revised design guidelines and zoning standards. He also will assist in developing surveys and other outreach tools that may be generated for the project.

Betsy Shears – Administration and Desktop Publishing

Betsy has managed administrative tasks for all projects at Winter & Company and leads desktop publishing efforts.

Betsy will take the lead in desktop publishing for the Carmel design guidelines update.

EXHIBIT C

	A	B	C	D	E	F	G	H
1		Exhibit C: Fee Schedule						
2		Carmel, CA - Design Traditions Project 2.0						
3		26-Jan-22						
4		(Note that the individually numbered tasks do NOT align with specific staff members.)	Tasks are generally in chronological order, but not in every case					
5	Step 1: Start-up & Orientation		Personnel	Hours	Rate	Amount	Task Total	
6	1.1	Virtual work session with staff	• Principal (N Winter)	10	\$185	\$1,850.00		
7	1.2	Virtual meeting with citizen group	• Urban Designer	2	\$125	\$250.00		
8	1.3	Virtual meetings with planning commission	• Admin/Desktop publisher	4	\$90	\$360.00		
9	1.4	Virtual meeting with preservation commission?	• Graphic designer (Sketchup)	0	\$75	\$0.00		
10	1.5	Develop Powerpoint presentations						
11	1.6	Write up meetings summary in a memo						
12			Step 1 FEES			\$2,460.00		
13	EXPENSES							
14		(No trip in this step)	Unit cost	Quantity	Sub-total	Amount		
15		Technical/Printing	\$100	LS	\$0			
16			Step 1 EXPENSES			\$0.00		
17		TOTAL Step 1					\$2,460.00	
18								
19	Step 2: Assess Existing Conditions		Personnel	Hours	Rate	Amount		
20	2.1	Review existing character (virtual site tour)						
21	2.2	Review recent development projects	• Principal (N Winter)	10	\$185	\$1,850.00		
22	2.3	Develop computer models illustrating massing permitted	• Urban Designer	4	\$125	\$500.00		
23	2.4	Summarize findings in a memo	• Admin/Desktop publisher	8	\$90	\$720.00		
24			• Graphic designer (Sketchup)	12	\$75	\$900.00		
25			Step 2 FEES			\$3,970.00		
26	EXPENSES							
27		(No travel this step)	Unit cost	Quantity	Sub-total	Amount		
28		Travel expenses						
29		Airfare	\$450	-	\$0			
30		Ground transportation (car rental, taxis)	\$500	-	\$0			
31		Accommodations	\$250	-	\$0			
32		Meals	\$85	-	\$0			
33		Technical/Printing	\$100	1	\$100			
34			Step 2 EXPENSES			\$100.00		
35		TOTAL Step 2					\$4,070.00	
36								
37	Step 3: Initial Community Engagement (Trip #1)		Personnel	Hours	Rate	Amount		
38		(4 days travel)						
39	3.1	Develop on-site workshop materials						
40	3.2	Conduct on-site workshop	• Principal (N Winter)	60	\$185	\$11,100.00		
41	3.3	Prepare online workshop	• Urban Designer	30	\$125	\$3,750.00		
42	3.4	Conduct online workshop	• Admin/Desktop publisher	20	\$90	\$1,800.00		
43	3.5	Analyze workshop findings	• Graphic designer (Sketchup)	20	\$75	\$1,500.00		
44	3.6	Write summary of findings						
45								
46			Step 3 FEES			\$18,150.00		

	A	B	C	D	E	F	G	H
47	EXPENSES							
48		Trip #1; 4 days travel		Unit cost	Quant'y	Sub-total	Amount	
49		Travel expenses (Trip #1)						
50		Airfare		\$450	1	\$450		
51		Ground transportation		\$500	1	\$500		
52		Accommodations		\$250	3	\$750		
53		Meals		\$85	3	\$255		
54		Technical/Printing		\$100	1	\$100		
55			Step 3 EXPENSES				\$2,055.00	
56		TOTAL Step 3						\$20,205.00
57								
58	Step 4: Develop the Strategy for the revisions		Personnel	Hours	Rate	Amount		
59	4.1	Define level of detail for amendments						
60	4.2	Define topics to address	• Principal (N Winter)	16	\$185	\$2,960.00		
61	4.3	Model results of alternatives (Sketchup)	• Urban Designer	10	\$125	\$1,250.00		
62	4.4	Write strategy memo	• Admin/Desktop publisher	10	\$90	\$900.00		
63			• Graphic designer (Sketchup)	20	\$75	\$1,500.00		
64			Step 4 FEES				\$6,610.00	
65	EXPENSES							
66				Unit cost	Quantity	Sub-total	Amount	
67		Travel expenses						
68		Airfare (No travel this step)		\$450	-	\$0		
69		Ground transportation		\$500	-	\$0		
70		Accommodations		\$250	-	\$0		
71		Meals		\$85	-	\$0		
72		Technical/Printing		\$100	1	\$100		
73			Step 4 EXPENSES				\$100.00	
74		TOTAL Step 4						\$6,710.00
75								
76	Step 5. Confirm the project direction		Personnel	Hours	Rate	Amount		
77	5.1	Prepare presentation materials						
78	5.2	Meet with Planning Commission (virtual)	• Principal (N Winter)	8	\$185	\$1,480.00		
79	5.3	Meet with City Council (virtual)	• Urban Designer	8	\$125	\$1,000.00		
80	5.4	Review recommendations with staff	• Admin/Desktop publisher	4	\$90	\$360.00		
81			• Graphic designer (Sketchup)	0	\$75	\$0.00		
82			Step 5 FEES				\$2,840.00	
83	EXPENSES							
84		(No travel this step)		Unit cost	Quantity	Sub-total	Amount	
85		Travel expenses						
86		Airfare		\$450	-	\$0		
87		Ground transportation		\$500	-	\$0		
88		Accommodations		\$250	-	\$0		
89		Meals		\$85	-	\$0		
90		Technical/Printing		\$100	-	\$0		
91			Step 5 EXPENSES				\$0.00	
92		TOTAL Step 5						\$2,840.00
93								
94		Subtotal, Phase 1					\$36,285.00	
95								

	A	B	C	D	E	F	G	H
96	Step 6: Develop draft #1 of the Design Guidelines		Personnel	Hours	Rate	Amount		
97	6.1	Draft the text	• Principal (N Winter)	20	\$185	\$3,700.00		
98	6.2	Develop illustrations	• Urban Designer	30	\$125	\$3,750.00		
99	6.3	Lay out in InDesign	• Admin/Desktop publisher	40	\$90	\$3,600.00		
100			• Graphic designer (Sketchup)	20	\$75	\$1,500.00		
101			Step 6 FEES			\$12,550.00		
102	EXPENSES							
103			Unit cost	Quantity	Sub-total	Amount		
104		Travel expenses						
105		Airfare	\$450	-	\$0			
106		Ground transportation	\$500	-	\$0			
107		Accommodations	\$250	-	\$0			
108		Meals	\$85	-	\$0			
109		Technical/Printing	\$100	1	\$100			
110			Step 6 EXPENSES			\$100.00		
111		TOTAL Step 6					\$12,650.00	
112								
113	Step 7: Develop Draft #1 of the zoning amendments		Personnel	Hours	Rate	Amount		
114	7.1	Draft zoning text changes	• Principal (N Winter)	20	\$185	\$3,700.00		
115	7.2	Develop illustrations	• Urban Designer	10	\$125	\$1,250.00		
116	7.3	Mark up the code for inserts	• Admin/Desktop publisher	10	\$90	\$900.00		
117	7.4	Staff inserts revisions into code document	• Graphic designer (Sketchup)	20	\$75	\$1,500.00		
118			Step 7 FEES			\$7,350.00		
119	EXPENSES							
120		(No travel this step.)	Unit cost	Quantity	Sub-total	Amount		
121		Travel expenses						
122		Airfare	\$450	-	\$0			
123		Ground transportation	\$500	-	\$0			
124		Accommodations	\$250	-	\$0			
125		Meals	\$85	-	\$0			
126		Technical/Printing	\$100	1	\$100			
127			Step 7 EXPENSES			\$100.00		
128		TOTAL Step 7					\$7,450.00	
129								
130	Step 8: Present the drafts to the community (Trip #2)		Personnel	Hours	Rate	Amount		
131		(Trip #2; 4 days travel)						
132	8.1	Develop presentations & feedback materials						
133	8.2	Conduct community workshop (on-site and online)	• Principal (N Winter)	50	\$185	\$9,250.00		
134	8.3	Conduct online workshop	• Urban Designer	20	\$125	\$2,500.00		
135	8.4	Joint study session with PC and CC	• Admin/Desktop publisher	10	\$90	\$900.00		
136	8.5	Write summary of findings (edits to make)	• Graphic designer (Sketchup)	10	\$75	\$750.00		
137								
138			Step 8 FEES			\$13,400.00		
139	EXPENSES							
140			Unit cost	Quantity	Sub-total	Amount		
141		Travel expenses (Trip #2)						
142		Airfare	\$450	1	\$450			
143		Ground transportation	\$500	1	\$500			
144		Accommodations	\$250	3	\$750			

	A	B	C	D	E	F	G	H
145		Meals		\$85	3	\$255		
146		Technical/Printing		\$100	1	\$100		
147				Step 8 EXPENSES			\$2,055.00	
148		TOTAL Step 8						\$15,455.00
149								
150	Step 9: Develop draft #2 of the Design Guidelines		Personnel	Hours	Rate	Amount		
151	9.1	Execute text revisions	• Principal (N Winter)	10	\$185	\$1,850.00		
152	9.2	Develop additional illustrations	• Urban Designer	10	\$125	\$1,250.00		
153	9.3	Update InDesign document	• Admin/Desktop publisher	20	\$90	\$1,800.00		
154			• Graphic designer (Sketchup)	10	\$75	\$750.00		
155			Step 9 FEES				\$5,650.00	
156	EXPENSES							
157			Unit cost	Quantity	Sub-total	Amount		
158		Travel expenses						
159		Airfare	\$450	-	\$0			
160		Ground transportation	\$500	-	\$0			
161		Accommodations	\$250	-	\$0			
162		Meals	\$85	-	\$0			
163		Technical/Printing	\$100	1	\$100			
164			Step 9 EXPENSES				\$100.00	
165		TOTAL Step 9						\$5,750.00
166								
167	Step 10: Develop Draft #2 of the zoning amendments		Personnel	Hours	Rate	Amount		
168	10.1	Revise zoning text	• Principal (N Winter)	8	\$185	\$1,480.00		
169	10.2	Develop additional illustrations	• Urban Designer	4	\$125	\$500.00		
170	10.3	Staff inserts revisions into code	• Admin/Desktop publisher	10	\$90	\$900.00		
171			• Graphic designer (Sketchup)	10	\$75	\$750.00		
172			Step 10 FEES				\$3,630.00	
173	EXPENSES							
174		(No travel this step)	Unit cost	Quantity	Sub-total	Amount		
175		Travel expenses						
176		Airfare	\$450	-	\$0			
177		Ground transportation	\$500	-	\$0			
178		Accommodations	\$250	-	\$0			
179		Meals	\$85	-	\$0			
180		Technical/Printing	\$100	1	\$100			
181			Step 10 EXPENSES				\$100.00	
182		TOTAL Step 10						\$3,730.00
183								
184	Step 11: Implementation (Adoption)		Personnel	Hours	Rate	Amount		
185	11.1	Prepare presentations	• Principal (N Winter)	8	\$185	\$1,480.00		
186	11.2	Planning commission hearing (virtual)	• Urban Designer	0	\$125	\$0.00		
187	11.3	City Council hearing (virtual)	• Admin/Desktop publisher	4	\$90	\$360.00		
188			• Graphic designer (Sketchup)	0	\$75	\$0.00		
189			Step 11 FEES				\$1,840.00	
190	EXPENSES							
191		(No travel this step)	Unit cost	Qty.	Sub-total	Amount		
192		Travel expenses						
193		Airfare	\$450	-	\$0			
194		Ground transportation	\$500	-	\$0			

	A	B	C	D	E	F	G	H
195		Accommodations		\$250	-	\$0		
196		Meals		\$85	-	\$0		
197		Technical/Printing		\$0	-	\$0		
198				Step 11 EXPENSES			\$0.00	
199		TOTAL Step 11						\$1,840.00
200								
201		TOTAL PROJECT COSTS						\$83,160.00
202								

EXHIBIT D

Exhibit D: Project Schedule

Winter Company
Attachment 2

	A	B	C
1		Carmel, CA Design Traditions Project 2.0	
2		Schedule updated: 1/26/2022	
3			
4		Step 1: Start-up & Orientation	Date completed by:
5		Contract signed	
6		Authorization to proceed	February 11, 2022
7			
8	1.1	Virtual work session with staff	
9	1.2	Virtual meeting with citizen group	
10	1.3	Virtual meetings with planning commission	
11	1.4	Virtual meeting with preservation commission?	
12	1.5	Develop Powerpoint presentations	
13	1.6	Write up meetings summary in a memo	February 28, 2022
14			
15		Step 2: Assess Existing Conditions	
16	2.1	Review existing character (virtual site tour)	
17	2.2	Review recent development projects	
18	2.3	Develop computer models illustrating massing permitted	
19	2.4	Summarize findings in a memo	March 31, 2022
20			
21		Step 3: Initial Community Engagement (Trip #1)	
22	3.1	Develop on-site workshop materials	
23	3.2	Conduct on-site workshop	
24	3.3	Prepare online workshop	
25	3.4	Conduct online workshop	
26	3.5	Analyze workshop findings	
27	3.6	Write summary of findings	April 29, 2022
28			
29		Step 4: Develop the Strategy for the revisions	
30	4.1	Define level of detail for amendments	
31	4.2	Define topics to address	
32	4.3	Model results of alternatives (Sketchup)	
33	4.4	Write strategy memo	May 30, 2022
34			
35		Step 5. Confirm the project direction	
36	5.1	Prepare presentation materials	
37	5.2	Meet with Planning Commission (virtual)	
38	5.3	Meet with City Council (virtual)	
39	5.4	Review recommendations with staff	June 30, 2022

Exhibit D: Project Schedule

Winter Company
Attachment 2

	A	B	C
40			
41	Step 6: Develop draft #1 of the Design Guidelines		
42	6.1	Draft the text	
43	6.2	Develop illustrations	
44	6.3	Lay out in InDesign	July 29, 2022
45			
46	Step 7: Develop Draft #1 of the zoning amendments		
47	7.1	Draft zoning text changes	
48	7.2	Develop illustrations	
49	7.3	Mark up the code for inserts	
50	7.4	Staff inserts revisions into code document	July 29, 2022
51			
52	Step 8: Present the drafts to the community (Trip #2)		
53	8.1	Develop presentations & feedback materials	
54	8.2	Conduct community workshop (on-site and online)	
55	8.3	Conduct online workshop	
56	8.4	Joint study session with PC and CC	
57	8.5	Write summary of findings (edits to make)	August 30, 2022
58			
59	Step 9: Develop draft #2 of the Design Guidelines		
60	9.1	Execute text revisions	
61	9.2	Develop additional illustrations	
62	9.3	Update InDesign document	October 16, 2022
63			
64	Step 10: Develop Draft #2 of the zoning amendments		
65	10.1	Revise zoning text	
66	10.2	Develop additional illustrations	
67	10.3	Staff inserts revisions into code	October 16, 2022
68			
69	Step 11: Implementation (Adoption)		
70	11.1	Prepare presentations	
71	11.2	Planning commission hearing (virtual)	
72	11.3	City Council hearing (virtual)	November 30, 2022
73			



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

**February 1, 2022
ORDERS OF BUSINESS**

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robin Scattini, Finance Manager
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Fiscal Year 2021-2022 Mid-Year Budget Report and Resolution 2022-012 Approving FY 2021-2022 Adopted Budget Amendments

RECOMMENDATION:

Receive the Fiscal Year 2021-2022 mid-year budget report and adopt Resolution 2022-012 approving amendments to the FY2021-2022 adopted budget.

BACKGROUND/SUMMARY:

The purpose of this agenda item is to provide an update regarding the Fiscal Year 2021-2022 budget based upon the revenues received and expenses incurred through the second quarter (July 1- December 31, 2021) of the fiscal year. Overall, revenues are stronger than anticipated, especially transient occupancy taxes. Expenditures align with budget projections at this time. In addition, staff recommends Council approve budget amendments.

Revenue

The City's major three revenue sources are property taxes, sales and use taxes, and transient occupancy taxes. The City received its first tranche of property taxes in December 2021. Property taxes received to date total \$4.4 million, which is 58% of the total budgeted property tax revenue. The State remits sales and use taxes on a quarterly basis. The State sales taxes received to date is for the July – September quarter plus an advance for the October – December quarter. A “true-up” payment for the October – December quarter will be received in late January (2022). The \$1 million received in State Sales Tax thus far aligns with budget projections. Measure C, local sales tax, totals approximately \$1.7 million. This also aligns with budget projections. Transient occupancy tax (TOT) revenue of approximately \$3.5 million reflects remittance from the reporting period of July and October 2021. TOT is currently outpacing its budget target. Revenue from Charges for Services totals approximately \$1.15 million (54% of the budget) while Other Revenue (which includes Business License Renewals) totals approximately \$2.1 million, or 58% of budget. Both of these revenues categories align with budget projections.

Revenue	FY21-22 Adopted Budget	7/1 - 12/31/21 Receipts	% Received
Property Taxes	\$ 7,629,510	\$ 4,400,284	58%
State Sales Tax (including public safety)	\$ 2,466,109	\$ 1,005,279	41%
Local Sales Tax-Measure C	\$ 4,206,660	\$ 1,686,613	40%
Transient Occupancy Tax	\$ 5,568,562	\$ 3,501,055	63%
Charge for Services	\$ 2,129,702	\$ 1,151,295	54%
Other	\$ 3,603,216	\$ 2,093,115	58%
Total	\$ 25,603,759	\$ 13,837,640	54%

Expenditures

The City's largest expenditure category is salaries and benefits, which account for 44% of the Fiscal Year 2021-2022 Adopted Budget. For the period of July through December, the salaries and benefits expenditures, inclusive of the annual Worker's Compensation insurance premium, total \$4.8 million. These expenditures represent of 44% of the total budgeted salaries and benefits expenses and align with budget projections. The City paid the annual unfunded pension liability (UAL) payment of approximately \$1.8 million in July and will be making the \$1 million payment to the Sec 115 trust in February 2022. Services and supplies expenditures total \$3.9 million, or 46% of the budget. Debt service payments are on track with the budget as well. Capital expenses currently reflect savings in spending due to timing. The main expenditures thus far have been incurred for the outfitting of a new police vehicle and the server reconfiguration project. Worker Comp claims expenditures are far below budgeted expenditures. This is an expenditure category for which it is beneficial to expend below budget.

Expense	FY21-22 Adopted Budget	7/1/21 - 12/31/21 Expenditures	% Expended
Salaries/Benefits	\$ 10,954,976	\$ 4,821,049	44%
Pension	\$ 2,833,526	\$ 1,772,536	63%
Services/Supplies	\$ 8,632,389	\$ 3,931,041	46%
Debt Service	\$ 882,656	\$ 441,328	50%
Capital Outlay	\$ 2,439,580	\$ 96,058	4%
Workers Comp	\$ 116,158	\$ 8,890	8%
Total	\$ 25,859,285	\$ 11,070,902	43%

Budget Amendments

Salaries/Benefits (\$300,000): At its December 2021 meetings, Council adopted resolutions 2021-076 (Authorizing Changes to the Position Allocations Within the Fiscal Year 2021-2022 Adopted Budget) and 2021-077 (Adopting the At-Will Classifications Salary Plan Effective December 1, 2021). The proposed budget amendment puts the cost for these two resolutions into the appropriate budget line items.

There are two additional FTE's requested to be added to the FY2021-2022 Authorized Position Schedule. The first is a 1.0 FTE Administrative Analyst to work in the Administration Department. This FTE is per Council direction from the December 6, 2021 meeting. The second is that the Police Department requests to add a 1.0 FTE Limited Term Community Services Officer to the Police Department in order to provide improved levels of service to the community and to prepare for the Council priority to establish a paid parking program. The corresponding costs are included in the requested \$300,000 salaries and benefits increase.

Services/Supplies (\$208,500): As noted above, Services and Supplies expenditures are tracking on target. Some departments have identified additional Services and Supplies expenditures that were not captured in the original FY2021-22 Adopted and therefore the following budget amendment requests are made:

- a. \$66,000 for Recruiting Services (*Human Resources*): Due to the exponential increase in recruitment volume, the Human Resources Department is temporarily utilizing the services of contracted recruiters. In addition, the production of a video encouraging employment with the City is underway.
- b. \$68,000 for Contract Services (*Community Planning & Building*): Contracted services will be used for updating the design guidelines and zoning codes. Revenue from the parklet rental fees is recommended as the funding source since having updated design guidelines and zoning codes will contribute to the long-term beautification of the City.
- c. \$25,000 for Safety Equipment & Supplies (*Police*): The Police Department's tasers were upgraded.
- d. \$24,500 for Contract Services (*Police*): The Police Department's firing range will be cleaned by contracted services.
- e. \$25,000 for Contract Services (*Public Work-Environmental Compliance*): The Public Works Environmental Compliance department utilizes contractors and consultants to help the City comply with SB1383, complete required environmental sampling and conduct greenhouse gas analysis. Additional funds are requested to pay for forthcoming invoices. Unanticipated revenue received from the change in control of Green Waste Recovery (GWR) is recommended as the funding source.

Revenue: The Revenue budget amendments are as follows:

- a. \$ 28,642 Received for change in control of GWR. Will be used to offset costs of Environmental Compliance contracts.
- b. \$257,886 Parklet rental fees not yet brought into the budget. Will be partially used to offset cost of updating design guidelines and zoning codes. As additional uses are identified, they will be brought to Council.
- c. \$411,858 Increase projected Property Tax revenue. Will be used to offset costs of remaining budget expense amendments.
- d. \$ 97,167 American Rescue Plan Act (ARPA) funds received more than budget. This brings the revenue budget line item in balance with the amount actually received. Council will be given a presentation on recommended uses.
- e. \$ 50,000 Donation to be applied towards purchase of a new ambulance.

FISCAL IMPACT:

The proposed expense budget amendments increase the Fiscal Year 2021-2022 Adopted Budget expenses by \$508,500. Staff recommends adjusting the projected Property Tax revenue upward to fund the majority of the additional expenses. Unanticipated revenue from parklet rental fees fund the cost of updating the design guidelines and zoning codes. Unanticipated revenue received from the change in control of Green Waste Recovery (GWR) is recommended as the funding source for the Environmental Compliance contracts.

PRIOR CITY COUNCIL ACTION:

On June 8, 2021, Council approved Resolution 2021-033 Adopting the FY21-22 Annual Operating and Capital budget.

ATTACHMENTS:

Attachment 1: Resolution 2022-012 Approving FY 2021-22 Adopted Budget Amendments
Exhibit A FY2021-2022 Mid Year Budget Adjustments

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

RESOLUTION NO. 2022-012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
APPROVING MID-YEAR BUDGET AMENDMENTS TO THE FISCAL YEAR 2021-2022
ADOPTED BUDGET**

WHEREAS, on June 8, 2021, Council approved Resolution 2021-033 adopting the FY21-22 Annual Operating and Capital budget; and

WHEREAS, after review of expenditures and revenues as of December 31, 2021; and

WHEREAS, the City wishes to increase the budget for salaries and benefits, the use of contracted services, unanticipated expenses, and unanticipated revenue.

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

Approve budget amendments to the Fiscal Year 2021-2022 Adopted Budget as shown in Exhibit A.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 1st day of February, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Yashin Abbas
Interim City Clerk

General Ledger Account and Description	Purpose	FY 2021-22 Adopted Budget	Adjustment Amount	FY 2021-22 Amended Budget
101-111-00-41001 General Fund Expenditures Administration: Salaries	Increase Salaries for FTE and salary range increases	\$1,155,670	\$93,555	\$1,249,225
101-115-00-41001 General Fund Expenditures Community Planning & Building: Salaries	Increase Salaries for FTE and salary range increases	\$932,796	\$16,400	\$949,196
101-116-00-41001 General Fund Expenditures Police: Salaries	Increase Salaries for FTE and salary range increases	\$619,434	\$79,538	\$698,972
101-119-40-41001 General Fund Expenditures Public Works:Salaries	Increase Salaries for FTE and salary range increases	\$1,521,463	\$71,230	\$1,592,693
101-121-00-41001 General Fund Expenditures Community Activities:Salaries	Increase Salaries for FTE and salary range increases	\$42,000	\$39,277	\$81,277
101-111-13-42002 General Fund Expenditures Human Resources:Recruiting Services	Increase for temporary use of contracted recruiting services	\$18,385	\$66,000	\$84,385

101-115-20-42001 General Fund Expenditures Planning & Building:Contract Services	Increase for contractor updating design guidelines and zoning codes	\$314,300	\$68,000	\$382,300
101-116-00-42104 General Fund Expenditures Police: Safety Equipment & Supplies	Increase for purchase of updated tasers	\$9,450	\$25,000	\$34,450
101-116-00-42001 General Fund Expenditures Police: Contract Services	Increase for cleaning of firing range	\$268,800	\$24,500	\$293,300
101-119-43-42001 General Fund Expenditures PW Environmental Compliance: Contract Services	Increase for contracted services for SB1383 and other required compliance	\$264,765	\$25,000	\$289,765
101-000-00-32001 General Fund Revenue: Gargage Franchise Fee	Increase Garbage Franchise revenue due to unanticipated revenue from GWR change in control	\$352,241	\$28,642	\$380,883
101-000-00-33001 General Fund Revenue: Parking Stall Use Permit	Increase parking stall permit revenue due to parklet rental fees	\$17,500	\$257,886	\$275,386
101-000-00-31001 General Fund Revenue: Property Taxes Secured	Increase Property Taxes – Secured budget	\$7,003,336	\$411,858	\$7,415,194
101-000-00-35009 General Fund Revenue: Other Revenue from Other Government Agencies	Increase ARPA funds received more than budget	\$358,669	\$97,167	\$455,836
503-000-00-38020 Vehicle & Equipment Revenue: Other Miscellaneous	Increase revenue for Manitou Fund donation to be applied towards purchase of a new ambulance	\$175,000	\$50,000	\$225,000



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

**February 1, 2022
ORDERS OF BUSINESS**

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brian Pierik, City Attorney
APPROVED BY:	Maxine Gullo, Assistant City Administrator
SUBJECT:	Resolution 2022-015 Authorizing the Mayor to Execute a Fifth Amendment to the City Administrator At-Will Employment Agreement Effective October 1, 2021

RECOMMENDATION:

Adopt Resolution 2022-015 Authorizing the Mayor to Execute a Fifth Amendment to the City Administrator At-Will Employment Agreement Effective October 1, 2021.

BACKGROUND/SUMMARY:

On February 2, 2016, the City entered into an Employment Agreement with Chip Rerig, to serve as the City Administrator with a base salary of \$190,000. On March 1, 2018, the City Council approved a 3.5% merit-based salary adjustment to \$196,500. The current base salary of Mr. Rerig is \$196,650.

Attached to this Staff Report is a Resolution Authorizing the Mayor to Execute a Fifth Amendment to the City Administrator At-Will Employment Agreement Effective October 1, 2021. Attached as Exhibit A to this Resolution is a proposed Fifth Amendment to City Administrator At-Will Employment Agreement which includes a proposed salary increase to \$216,650.

FISCAL IMPACT:

The proposed salary increase in the Fifth Amendment to the City Administrator At-Will Employment Agreement is 20,000.

PRIOR CITY COUNCIL ACTION:

Resolution No. 2016-012: Resolution authorizing the Mayor to execute an Employment Agreement between the City and Chip Rerig

Resolution No. 2017-088: Resolution approving a First Amendment to the City Administrator Employment Agreement

Resolution No. 2018-110: Resolution authorizing the Mayor to execute a Second Amendment to the City Administrator Employment Agreement.

Resolution No. 2020-034: Authorizing the Mayor to Execute a Third Amendment to the City Administrator At-Will Employment Agreement Effective June 1, 2020

Resolution No. 2020-077: Authorizing the Mayor to Execute a Fourth Amendment to the City Administrator At-Will Employment Agreement Effective November 1, 2020

ATTACHMENTS:

Attachment 1: Resolution 2022-015 Authorizing the Mayor to Execute a Fifth Amendment to the City Administrator At-Will Employment Agreement

Attachment 2: Fifth Amendment City Administrator Employment Agreement

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

RESOLUTION NO. 2022-015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE MAYOR TO EXECUTE A FIFTH AMENDMENT TO THE CITY
ADMINISTRATOR AT-WILL EMPLOYMENT AGREEMENT EFFECTIVE OCTOBER 1, 2021**

WHEREAS, pursuant to Resolution No. 2016-012, the City of Carmel-by-the-Sea ("City") and Chip Rerig executed an Employment Agreement ("Employment Agreement") effective February 2, 2016 to provide City Administrator services to the City; and

WHEREAS, pursuant to Resolution No. 2017-088, City and Chip Rerig executed a First Amendment to the Employment Agreement to continue to provide City Administrator services to the City; and

WHEREAS, pursuant to Resolution No. 2018-110, City and Chip Rerig executed a Second Amendment to the Employment Agreement to continue to provide City Administrator services to the City; and

WHEREAS, pursuant to Resolution No. 2020-034, City and Chip Rerig executed a Third Amendment to the Employment Agreement to continue to provide City Administrator services to the City; and

WHEREAS, pursuant to Resolution No. 2020-077 City and Chip Rerig executed a Fourth Amendment to the Employment Agreement to continue to provide City Administrator services to the City; and

WHEREAS, the functions, duties and perogatives of the City Administrator are specified in the Carmel-by-the-Sea Municipal Code and the provisions of the City Municipal Code shall control should any conflict exist pertaining to either this Resolution or the Fifth Amendment that it authorizes; and

WHEREAS, the City Administrator shall continue to serve at the pleasure of the City Council; and

WHEREAS, this action does not constitute a "project" as defined by California Environmental Quality Act (CEQA) because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment; and

WHEREAS, the attached proposed Fifth Amendment to the Employment Agreement is presented to the City Council for approval;

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

Authorize a Fifth Amendment to the Employment Agreement as follows:

1. Effective October 1, 2021, City Administrator's annual base salary of \$196,650.00 shall be increased to \$216,650.

2 The Mayor is authorized and directed to execute a Fifth Amendment to the City Administrator At-Will Employment Agreement (Exhibit A) to this Resolution.

3. This Resolution shall take effect immediately following passage and adoption by the Carmel-by-the-Sea City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 1st day of February, 2022, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

SIGNED:

ATTEST:

Dave Potter, Mayor

Yashin Abbas, Interim City Clerk

**FIFTH AMENDMENT TO CITY ADMINISTRATOR
AT-WILL EMPLOYMENT AGREEMENT**

This Fifth Amendment to City Administrator At-Will Employment Agreement ("Fifth Amendment") is made and entered into between the City of Carmel-by-the-Sea, California, a municipal corporation ("City") and Richard ("Chip") Lyons Rerig, an individual ("City Administrator"). The City and the City Administrator are sometimes individually referred to as a "Party" and collectively as "Parties." This Fifth Amendment shall be effective on October 1, 2021.

WHEREAS, the Parties entered into an Employment Agreement ("Employment Agreement") on February 2, 2016.

WHEREAS, pursuant to Section 7A of the Employment Agreement, City Administrator received a base salary that, at the time of the Employment Agreement, was \$190,000.00.

WHEREAS, the current base salary of the City Administrator based upon Resolution No. 2018-110 and the Second Amendment to the Employment Agreement is \$196,650.00.

WHEREAS, pursuant to the Employment Agreement, the City Council of the City of Carmel-by-the-Sea ("City Council") grants salary increases to City Administrator in its discretion.

WHEREAS, the Parties now desire to amend the Employment Agreement as follows:

NOW, THEREFORE, in consideration of the promises herein, the Parties agree as follows:

1. Term: Pursuant to Section 4 of the Employment Agreement, City Administrator's Term shall continue until March 1, 2027 or the date of earlier termination in accordance with the provisions in the Employment Agreement.
2. Salary Increase: The City Council hereby approves a salary increase for the City Administrator to \$216,650 effective October 1, 2021.
3. City-owned Vehicle: The Fourth Amendment to the Employment Contract included a provision permitting the City Administrator to use a City-owned vehicle for business purposes, to commute to and from work, and for personal purposes. The City Administrator has decided not to use a City-owned vehicle for these purposes.
4. Government Code Provisions

a. Pursuant to Government Code section 53260, in the event City provides City Administrator with a cash settlement related to termination of the Employment Agreement, the cash settlement shall not exceed the lesser of (1) an amount equal to the monthly salary of

Employee multiplied by 18 or (2) an amount equal to the monthly salary of City Administrator multiplied by the number of months left on the unexpired term of the Employment Agreement.

EXHIBIT A

b. Pursuant to Government Code sections 53243 and 53243.3, in the event City provides paid leave salary to City Administrator pending an investigation into City Administrator, the City Administrator shall fully reimburse City for any paid leave salary if City Administrator is convicted of a crime involving an abuse of his office or position.

c. Pursuant to Government Code sections 53243.1 and 53243.3, in the event the City provides funds for City Administrator's legal criminal defense, the City Administrator shall fully reimburse City for any such funds if City Administrator is convicted of a crime involving an abuse of his office or position.

d. Pursuant to Government Code sections 53243.2 and 53243.3, in the event LAFCO provides City Administrator with a cash settlement related to City Administrator's termination, City Administrator shall fully reimburse City for any such cash settlement if City Administrator is convicted of a crime involving an abuse of his office or position.

e. Pursuant to Government Code section 53243.4, an "abuse of office or position" means (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority, or (b) a crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

5. Except as specifically modified and amended in this Fifth Amendment, the Employment Agreement and First Amendment and Second Amendment and Third Amendment and the Fourth Amendment remain in full force and effect and binding upon the Parties.

IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment.

CITY OF CARMEL-BY THE SEA
A Municipal Corporation

By: _____ Date _____
 Dave Potter, Mayor Chip L. Rerig
 City Administrator

ATTEST:

By: _____
Yashin Abbas, Interim City Clerk Date _____

APPROVED AS TO FORM:

By: _____

Brian Pierik
City Attorney

Date



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

February 1, 2022
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brandon Swanson, Community Planning & Building Director
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Receive a Report on the Outdoor Seating Ad Hoc Committee survey results and provide direction regarding when and how the Planning Commission should begin work on a potential permanent outdoor seating program

RECOMMENDATION:

Receive a report on the Outdoor Seating Ad Hoc Committee survey results and provide direction regarding when and how the Planning Commission should begin work on a potential permanent outdoor seating program.

BACKGROUND/SUMMARY:

Executive summary:

This report is intended to:

1. Provide the Council with information related to the Outdoor Seating Ad Hoc Committee's public survey results and their recommendation to the Planning Commission.
2. Seek Council direction regarding when the Planning Commission should begin work on developing a permanent outdoor seating program, and how the Commission should approach the process (i.e.: what are the "guardrails" for the Commission).

Previous Council Meeting:

At the January 4, 2022 City Council meeting, as part of the direction to extend temporary parklets an additional 3-months, staff was asked to return at the February 1st meeting to discuss the potential future permanent outdoor program. Council expressed a desire to consider when the Planning Commission should begin work on development, and what the parameters or "guardrails" around the Commission's deliberations should be. Council also requested staff to bring back the Outdoor Seating Ad Hoc Committee's survey and their recommendations, along with feedback from individual Councilmembers regarding issues needing to be addressed when considering a permanent program.

Outdoor Seating Ad-Hoc Committee:

The first public meeting of the “Outdoor Seating Ad-Hoc Committee” was February 8th, 2021, with several subsequent meetings taking place. The Committee’s goal was to create a dialogue with residents, business owners, and other local stakeholders to explore whether there is interest in a permanent outdoor seating program along City sidewalks after the temporary parklets have been removed. Conversations at the Ad-Hoc Committee centered around understanding some basic constraints that would need to be considered if a permanent program was pursued. The topics included but were not limited to:

- Design
- Safety
- Relationship to Existing Outdoor Seating
- Interest of Businesses to Participate
- Impacts on Parking Availability
- Permitting and General Plan Consistency
- Fees

These broad topics were discussed amongst the Ad-Hoc Committee and members of the public who attended the meetings. The general sentiment among those in attendance was that if a program was pursued in the future, it would require the creation of clear regulations to ensure consistency with village character, public safety, and minimize impacts to traffic. The Committee recognized that if a permanent program was explored in the future upon direction from the Council, there is a great deal of regulatory work that would need to be done. This would include setting up fee structures, and processing updates to the City’s General Plan, Local Costal Plan, Zoning Code, and Design Guidelines.

After discussion of these areas of concern, a survey was created to gain input from as many members of the public as possible. The survey (**Attachment 1**) was crafted over the course of three Ad-Hoc meetings. The Committee received feedback from residents, business owners, and other stakeholder groups like the Carmel Chamber of Commerce and Visit Carmel. The survey gathered feedback on the some of the largest and most complicated topics mentioned above. Upon review of the survey results (**Attachment 2**), the Ad Hoc Committee recommended that the City continue to pursue a permanent outdoor seating program in the future. Their recommendation, along with the survey results still need to go to the Planning Commission before the City Council makes a final decision about whether or not to pursue a permanent program, and if so, what it should look like.

Direction to Planning Commission:

When the City is ready to take the next step in considering a potential future permanent outdoor seating program, the Planning Commission will need to consider the Ad Hoc Committee’s survey results and recommendations at a public hearing. This public hearing would result in a recommendation from the Planning Commission to the City Council regarding whether or not a permanent outdoor seating program should be pursued, and what it might look like.

At the January 4, 2022 meeting, direction was given to agendize this item with the City Council prior to seeking consideration from the Planning Commission. Bringing the item to Council ahead of the Commission allows Council the opportunity to highlight areas of concern that the Planning Commission should focus on, and provide specific direction regarding the parameters of their review. Agendizing this item also provides the opportunity to provide direction regarding the priority level of developing a permanent outdoor seating program, and when the next phase should take place.

As discussed at the January meeting, Councilmembers were given the opportunity to forward individual lists of issues/concerns related to when and how to proceed with development of the program. These lists have been included as Attachment 3 to this staff report. Specific comments can be found in the attachments, but generally include consideration of things like:

- Overall purpose/goal of a permanent outdoor seating program
- Design standards
- Relationship to existing buildings, including historic
- Impacts to sidewalks, parking and traffic
- Permitting logistics and process
- Ownership rights
- Compliance with State and Federal laws (State Alcohol Board, ADA, etc.)
- Regulatory updates (General Plan, Zoning, Design Guidelines, LCP, etc.)
- Priority of program in relationship to other Strategic Priorities
- Consultant support for program development
- Impacts to surrounding non-restaurant businesses

Direction:

After consideration of the information contained in this report, and discussion at the meeting, staff requests the following direction from Council regarding the next steps in development of a permanent outdoor seating program:

1. When should the Planning Commission consider the recommendation of the Outdoor Seating Ad Hoc Committee and the results of the public survey in order to provide feedback to Council?
2. What parameters or “guardrails” should be put on the Planning Commission’s consideration at this point in the process?
3. Other direction regarding next steps?

FISCAL IMPACT:

None.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

Attachment 1 - Outdoor Seating Public Survey

Attachment 2 - Results from Outdoor Seating Public Survey

Attachment 3 - City Councilmember Individual Considerations



City of Carmel-by-the-Sea

Survey on Sidewalk Seating/Dining in the Public Right of Way

About this survey...

We are looking for feedback from the public about the possibility of an outdoor seating/dining program after the temporary parklets have been removed. For this survey, "sidewalk seating/dining" is a general term used for some kind of future permanent outdoor seating program along the sidewalk.

Some questions in this survey reference specific sidewalk seating types (see diagrams below). These include:

"Attached Seating" and "Detached Seating":

- Permanently constructed areas outside of a business (railings, etc.)
- Would require the sidewalk to be bumped out into an existing parking space to accommodate the addition.

"Bistro Table Seating":

- Tables and chairs placed in the sidewalk area without permanent construction required
- No loss of a parking space.
- ADA compliant path of travel would need to be maintained along the sidewalk
- Option may not be available in some areas of the city based on existing sidewalk widths.

Thank you very much for taking the time to participate in this survey, your thoughts are greatly appreciated! Completed surveys can be dropped off in person at City Hall by calling 620-2010 for an appointment, or can be mailed to PO Box CC, Carmel, CA, 93921 (Attn: Brandon Swanson).

Your Name (Optional - will be kept confidential):

Email Address (if available)

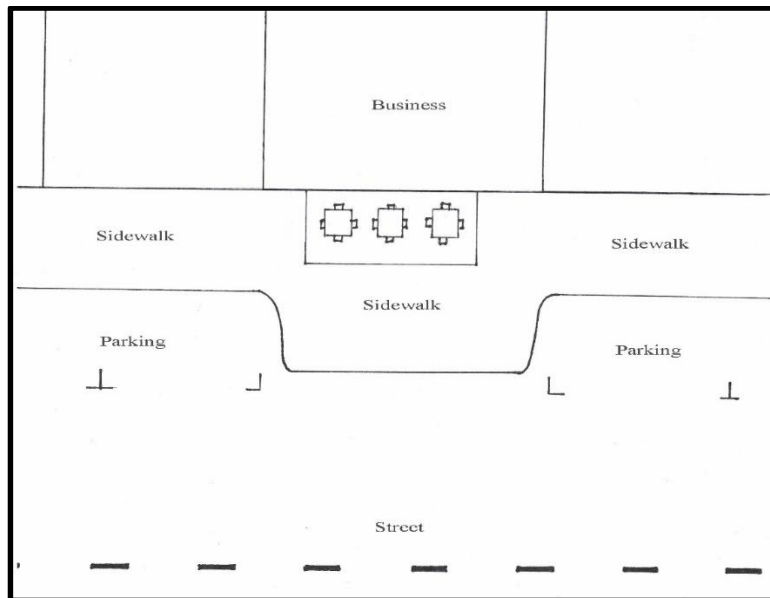
Date Completed:

1. Which of these categories best describes your affiliation with the City of Carmel-by-the-Sea?
 - ☐ Hotel business owner/operator (Resident)
 - ☐ Hotel business owner/operator (Non-Resident)
 - ☐ Restaurant business owner/operator (Resident)
 - ☐ Restaurant business owner/operator (Non-Resident)
 - ☐ Retail business owner/operator (Resident)
 - ☐ Retail business owner/operator (Non-Resident)
 - ☐ Wine tasting room owner/operator (Resident)
 - ☐ Wine tasting room owner/operator (Non-Resident)
 - ☐ Commercial property owner (Resident)
 - ☐ Commercial property owner (Non-Resident)
 - ☐ Employee of a local business (Resident)
 - ☐ Employee of a local business (Non-Resident)
 - ☐ Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)
 - ☐ Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)
 - ☐ Non-Resident of Carmel-by-the-Sea
 - ☐ Other: _____

2. On a scale of 1-5, how consistent do you feel each of the following three sidewalk seating/dining types would be with the character of Carmel-by-the-Sea if allowed in the future?

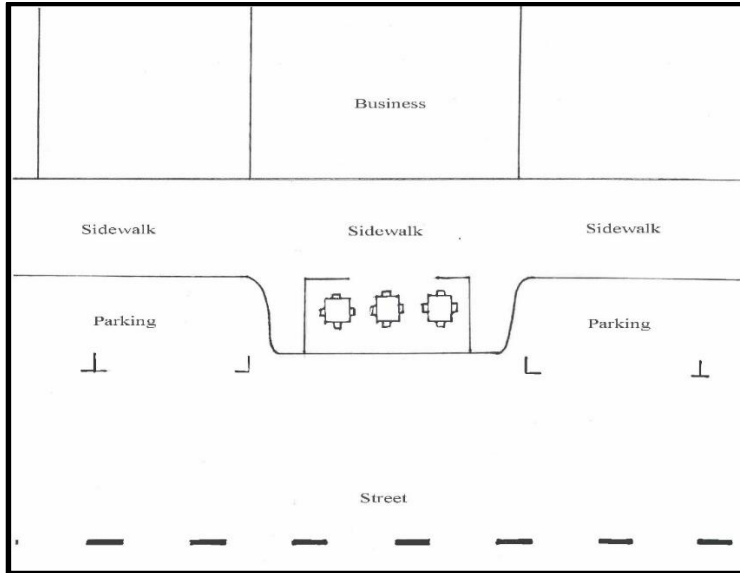
Attached Seating (See Diagram Below)

- ☐ 1 - Not at all consistent
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5 - Fully Consistent



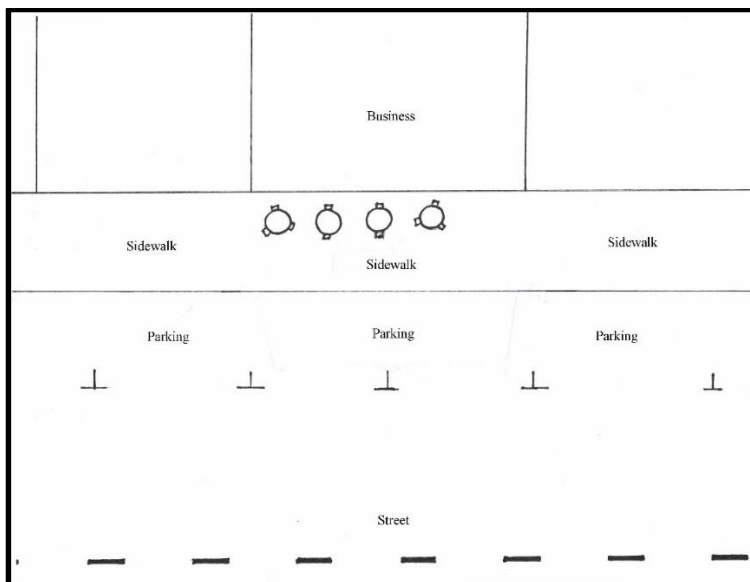
Detached Seating (See Diagram Below)

- 1 - Not at all consistent
- 2
- 3
- 4
- 5 - Fully Consistent



Bistro Table Seating (See Diagram Below)

- 1 - Not at all consistent
- 2
- 3
- 4
- 5 - Fully Consistent



3. If sidewalk seating/dining is allowed in the future, should there be a standard closure time for all? For example, if a restaurant's Use Permit allows for an 11:00pm closure time indoors, should that restaurant have to close the outdoor seating area one hour earlier than the indoor dining room if there is a 10:00pm uniform closure?
 - ☐ Yes
 - ☐ No
4. If sidewalk seating/dining is allowed in the future, should the City charge some form of annual fee for those who receive a permit?
 - ☐ Yes
 - ☐ No
5. If sidewalk seating/dining is allowed in the future, should a business be limited to the area directly in front of their establishment (i.e.: store frontage only)?
 - ☐ Yes
 - ☐ No
6. If sidewalk seating/dining is allowed in the future, should "specialty restaurants" (eg: coffee shop, bakery, ice cream shop, juice bar, etc.) be allowed to apply for a permit?
 - ☐ Yes
 - ☐ No
7. If sidewalk seating/dining is allowed in the future, should wine tasting rooms be allowed to apply for a permit?
 - ☐ Yes
 - ☐ No
8. If sidewalk seating/dining is allowed in the future, should businesses with existing private outdoor space be allowed to apply for a sidewalk seating/dining permit? (Note: Currently there are approximately 32 restaurants that have private outdoor seating, with capacities ranging from 4 to 70 seats)
 - ☐ Yes
 - ☐ No
9. On a scale of 1-5, how concerned are you about the loss of parking in the downtown area if a permanent sidewalk seating/dining program was approved in the future?
 - ☐ 1 – Not at all concerned
 - ☐ 2
 - ☐ 3
 - ☐ 4
 - ☐ 5 - Very concerned

10. If sidewalk seating/dining is allowed in the future, how do you think the program would impact EACH of the following areas in the city, with (-5) being most negatively, and (+5) being most positively? (Please circle your score for each area):

- Design/aesthetics of the city: -5...-4...-3...-2...-1...0...1...2...3...4...5
- Parking: -5...-4...-3...-2...-1...0...1...2...3...4...5
- Public safety: -5...-4...-3...-2...-1...0...1...2...3...4...5
- Pedestrian traffic flow: -5...-4...-3...-2...-1...0...1...2...3...4...5
- Vehicular traffic flow: -5...-4...-3...-2...-1...0...1...2...3...4...5
- Noise/nuisance in the downtown area: -5...-4...-3...-2...-1...0...1...2...3...4...5
- Appeal to visitors/marketability: -5...-4...-3...-2...-1...0...1...2...3...4...5
- Desire for people to dine out at a restaurant: -5...-4...-3...-2...-1...0...1...2...3...4...5
- Retail shopping experience: -5...-4...-3...-2...-1...0...1...2...3...4...5
- Restaurant dining experience: -5...-4...-3...-2...-1...0...1...2...3...4...5
- Wine tasting room experience: -5...-4...-3...-2...-1...0...1...2...3...4...5
- Residential living experience: -5...-4...-3...-2...-1...0...1...2...3...4...5
- Equity of economic development downtown: -5...-4...-3...-2...-1...0...1...2...3...4...5
- Other: -5...-4...-3...-2...-1...0...1...2...3...4...5
- Other: -5...-4...-3...-2...-1...0...1...2...3...4...5
- Other: -5...-4...-3...-2...-1...0...1...2...3...4...5

11. Please share any other thoughts you have regarding a possible future sidewalk seating/dining program in the public right of way (If you run out of space please continue on back of page):



Outdoor Seating Ad-Hoc Committee

Survey Results

July 22, 2021



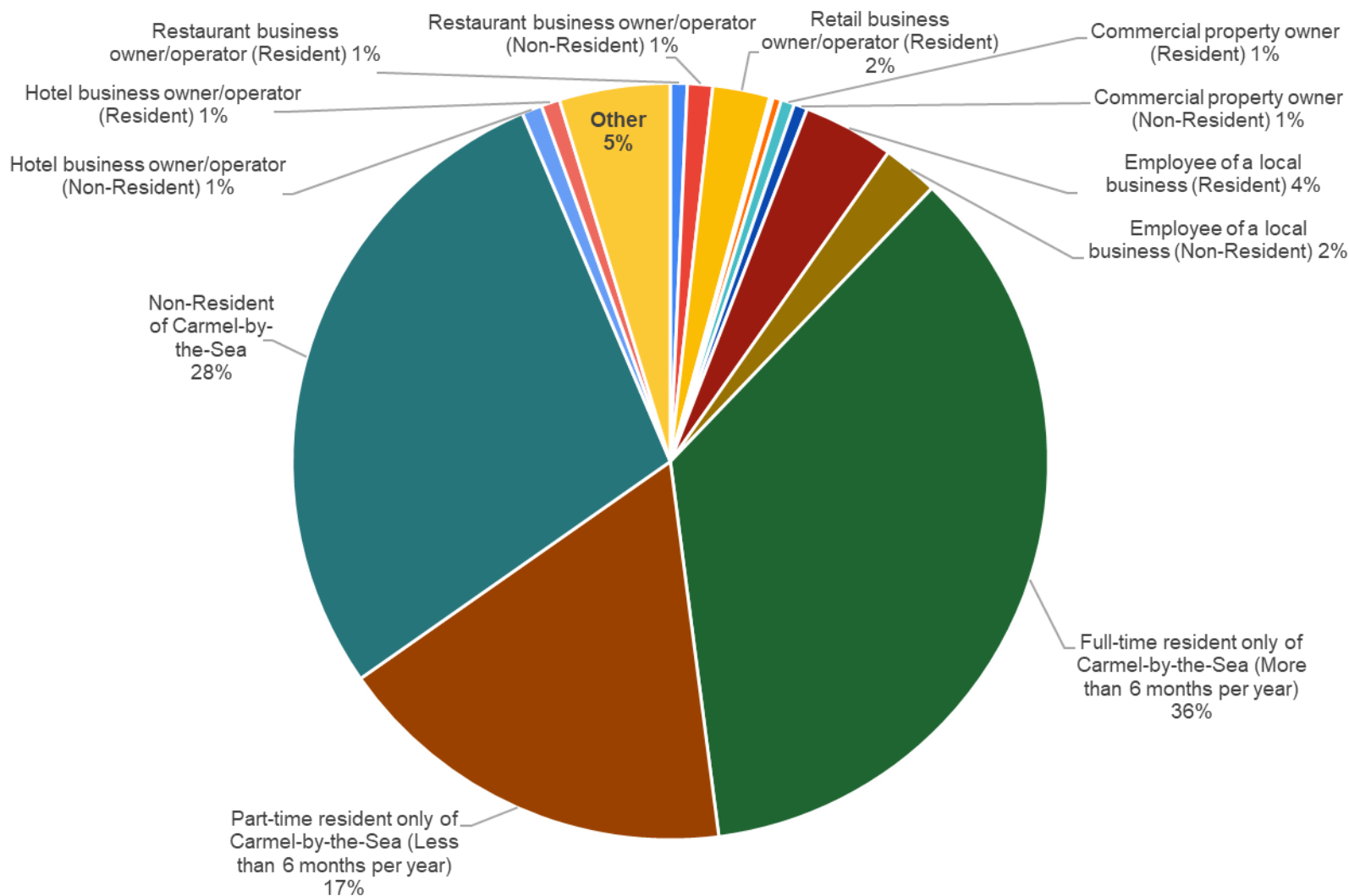
Survey Overview

- How survey was conducted
 - Online and also available hardcopy
 - Active for 30 days
 - Multiple outreach/marketing efforts to encourage participation
 - 1485 total responses
 - Includes 2 submitted via paper copy
 - 94 duplicates removed (same email address)
 - 1391 adjusted total responses
- How survey is being reported
 - Data calculated two ways for each question
 - First chart for each question analyzed by specific respondent type
 - Second chart for each question analyzed by general respondent type
 - Additional data sorting possible if directed by Ad Hoc
 - Comments received as part of survey have been converted to a “word cloud” that illustrates the most frequently used words



Respondent Type

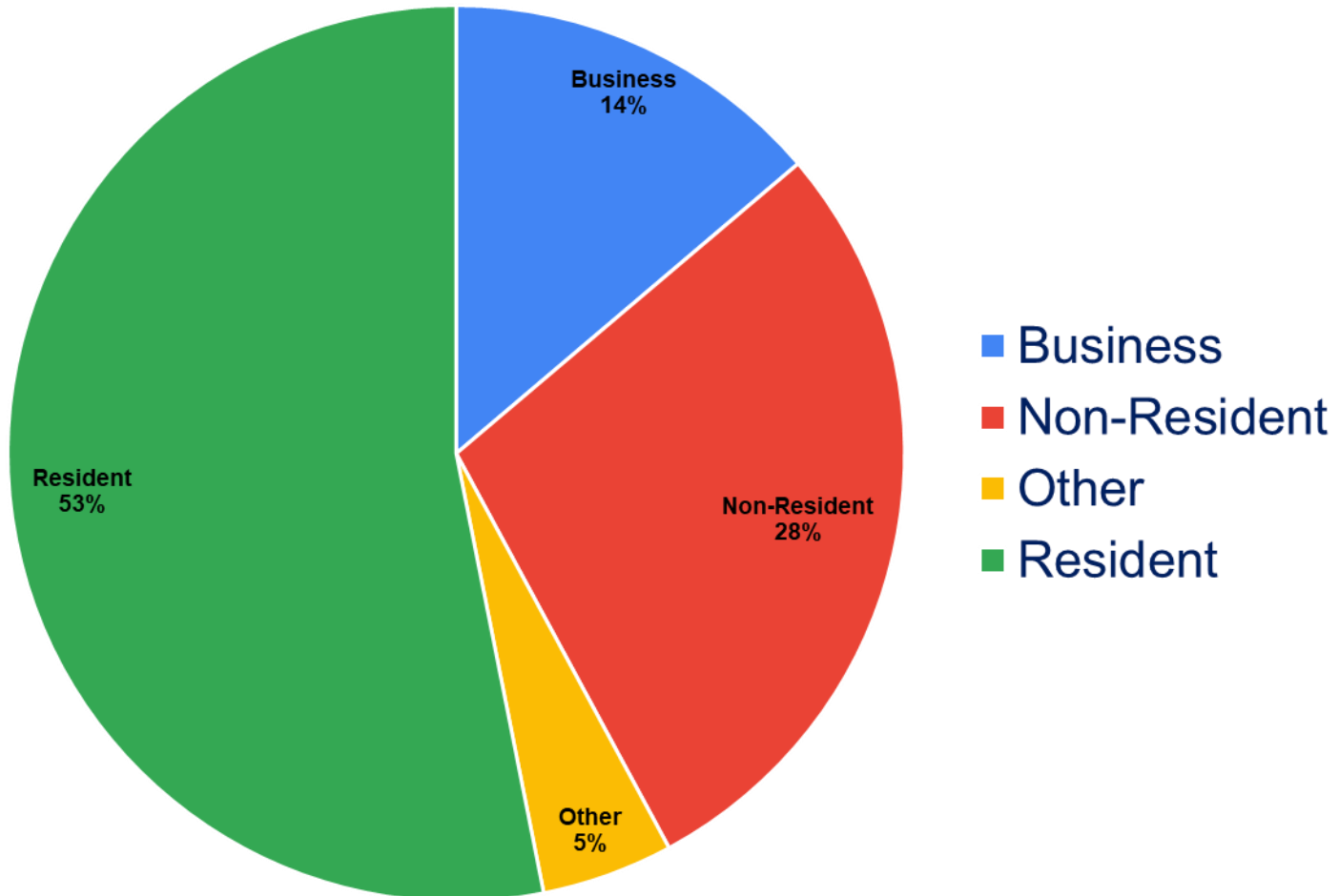
QUESTION 1 - Which category (SELECT ONE) best describes you?





Respondent Type

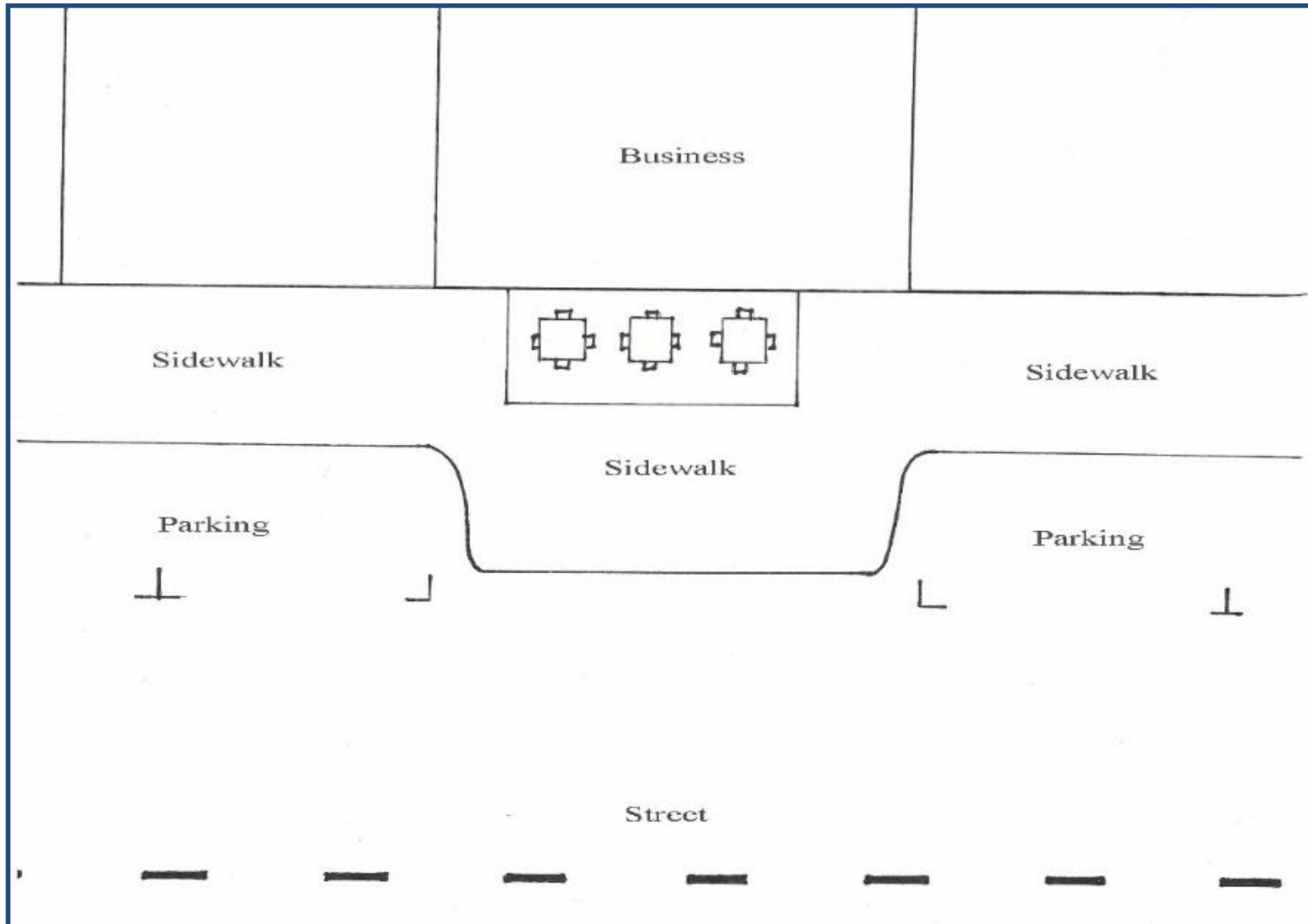
QUESTION 1 - Which category (SELECT ONE) best describes you?





Consistency With Character (Attached)

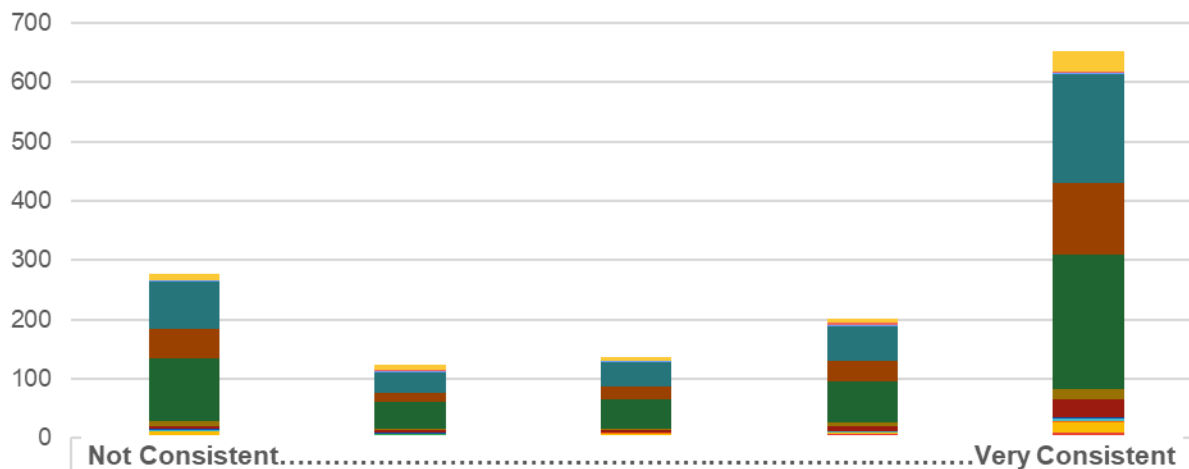
QUESTION 2a - On a scale of 1-5, how consistent is the dining type with the character of Carmel-by-the-Sea if allowed in the future?





Consistency With Character (Attached)

QUESTION 2a - On a scale of 1-5, how consistent is the dining type with the character of Carmel-by-the-Sea if allowed in the future?

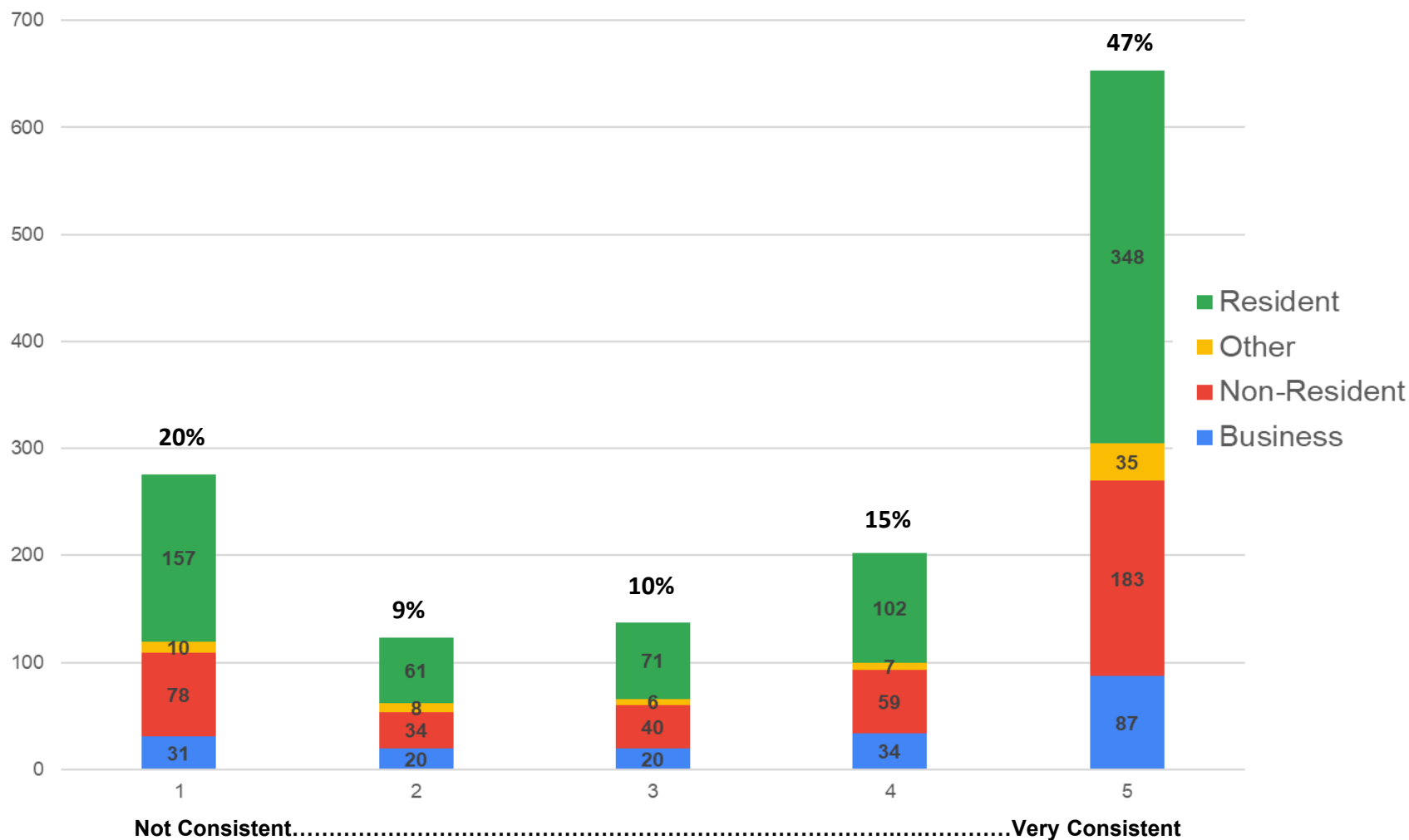


	Not Consistent	1	2	3	4 (Very Consistent)
Other	10	8	6	7	35
Hotel business owner/operator (Resident)	1	2	1	5	2
Hotel business owner/operator (Non-Resident)	2	2	3	2	3
Non-Resident of Carmel-by-the-Sea	78	34	40	59	183
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	51	15	22	33	120
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	106	46	49	69	228
Employee of a local business (Non-Resident)	7	2	2	6	16
Employee of a local business (Resident)	5	5	4	10	30
Commercial property owner (Non-Resident)	3	1	1		3
Commercial property owner (Resident)	1	1		2	4
Wine tasting room owner/operator (Non-Resident)		1	2		2
Wine tasting room owner/operator (Resident)	1	1			
Retail business owner/operator (Resident)	6	5	4	1	18
Restaurant business owner/operator (Non-Resident)	2		3	3	7
Restaurant business owner/operator (Resident)	3			5	2



Consistency With Character (Attached)

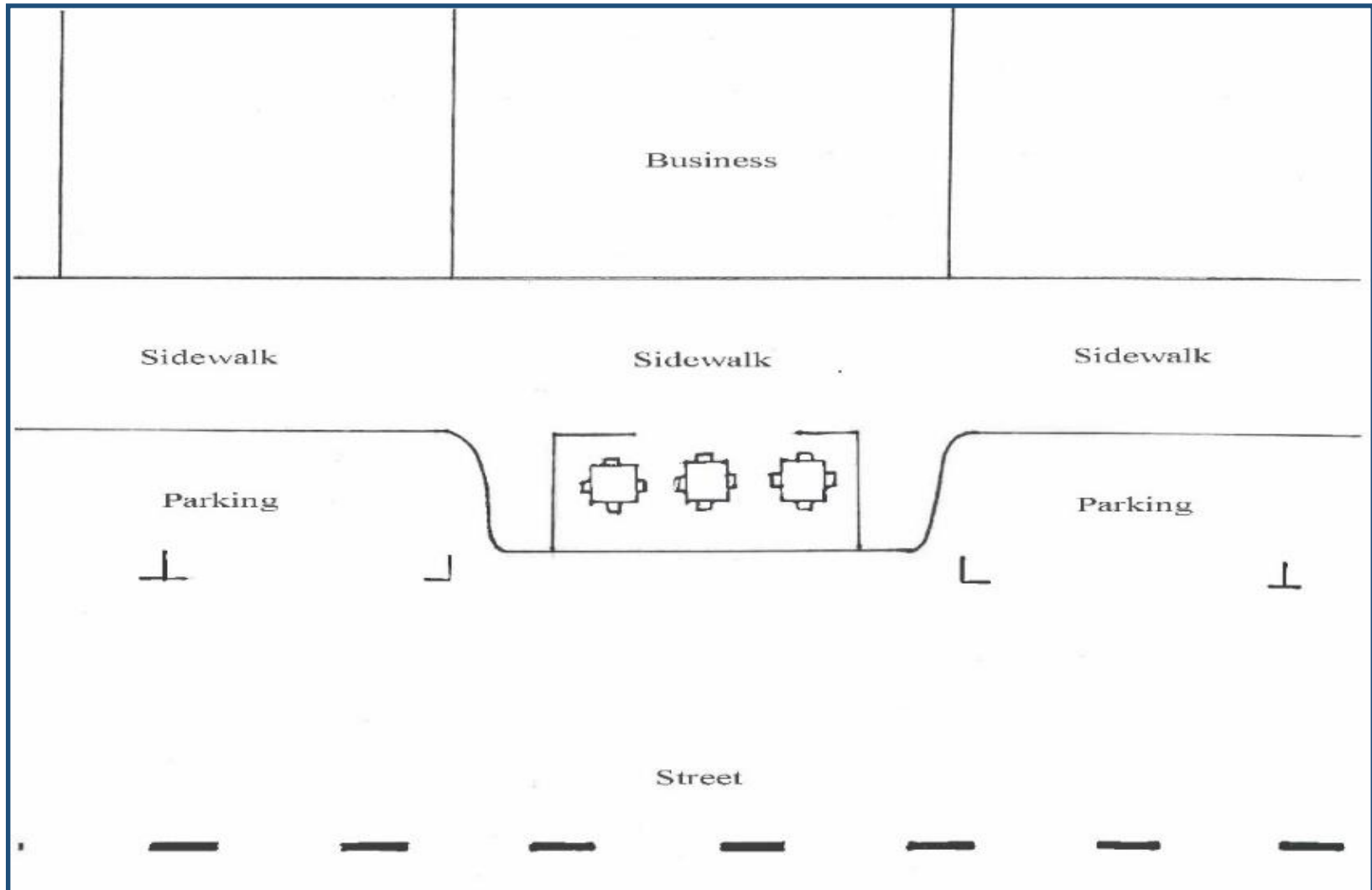
QUESTION 2a - On a scale of 1-5, how consistent is the dining type with the character of Carmel-by-the-Sea if allowed in the future?





Consistency With Character (Detached)

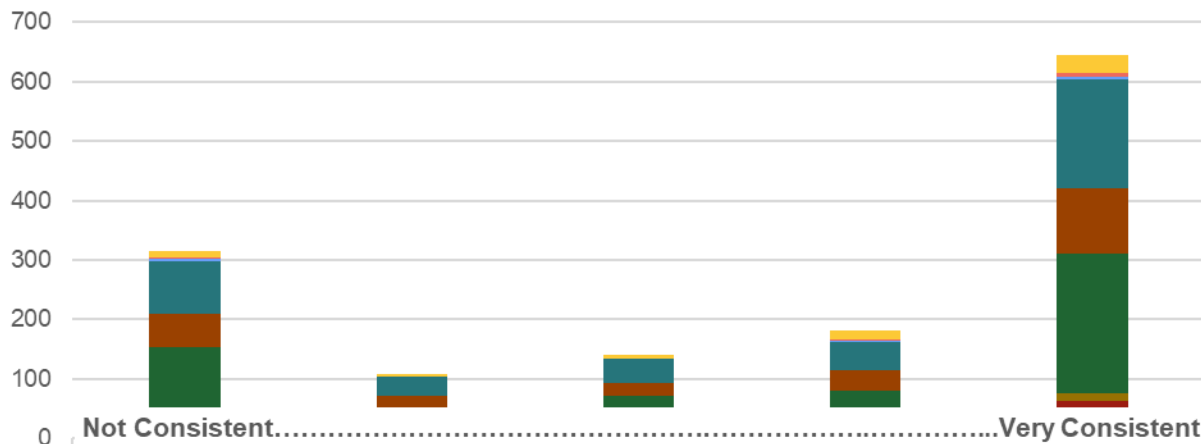
QUESTION 2b - On a scale of 1-5, how consistent is the dining type with the character of Carmel-by-the-Sea if allowed in the future?





Consistency With Character (Detached)

QUESTION 2b - On a scale of 1-5, how consistent is the dining type with the character of Carmel-by-the-Sea if allowed in the future?

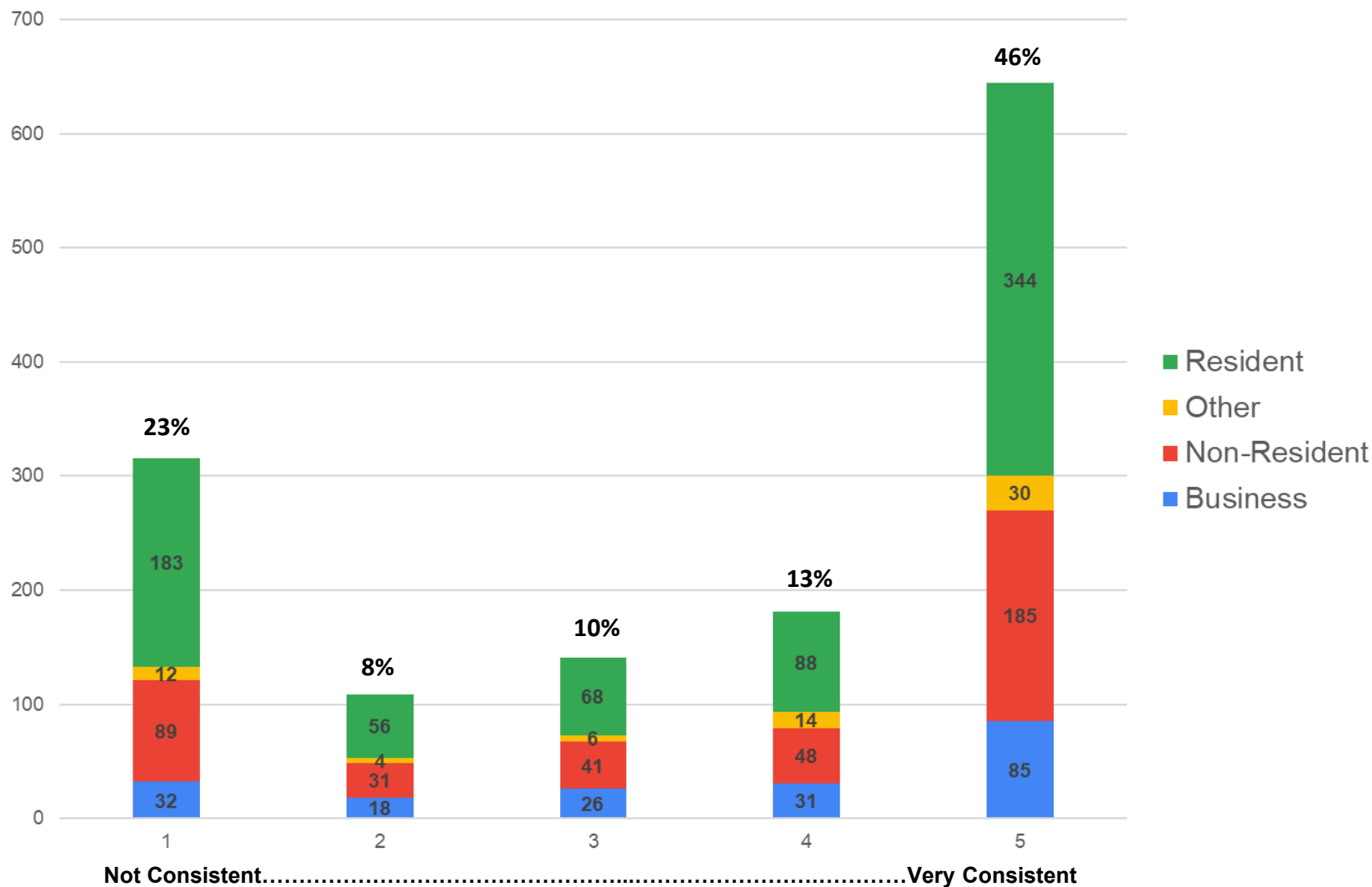


	1	2	3	4	5
Other	12	4	6	14	30
Hotel business owner/operator (Resident)	2	1		3	5
Hotel business owner/operator (Non-Resident)	4	1	1	2	4
Non-Resident of Carmel-by-the-Sea	89	31	41	48	185
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	56	20	22	34	109
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	127	36	46	54	235
Employee of a local business (Non-Resident)	6	1	4	9	13
Employee of a local business (Resident)	7	3	9	10	25
Commercial property owner (Non-Resident)	2	1	1		4
Commercial property owner (Resident)	1		1	1	5
Wine tasting room owner/operator (Non-Resident)		2			3
Wine tasting room owner/operator (Resident)	1				1
Retail business owner/operator (Resident)	5	4	6	5	14
Restaurant business owner/operator (Non-Resident)	2	3	4		6
Restaurant business owner/operator (Resident)	2	2		1	5



Consistency With Character (Detached)

QUESTION 2b - On a scale of 1-5, how consistent is the dining type with the character of Carmel-by-the-Sea if allowed in the future?



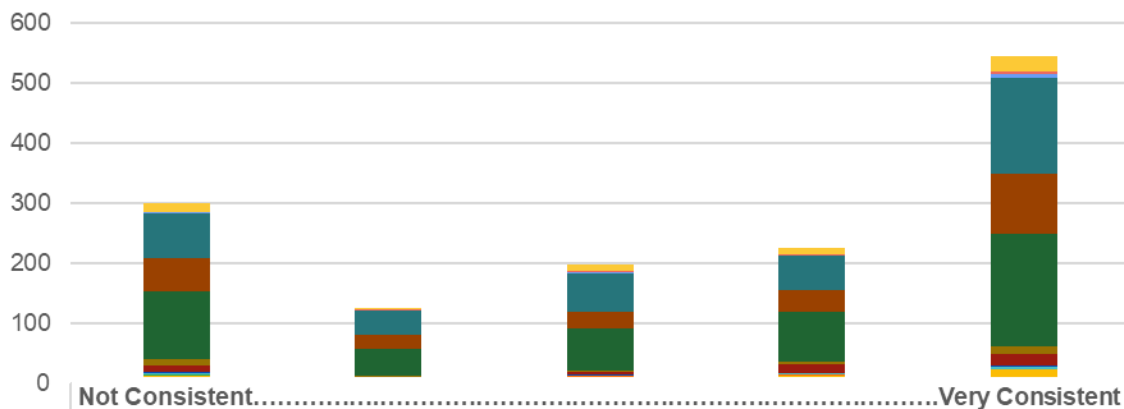


The diagram illustrates a street layout with a central business area. The top section is labeled "Business" and is flanked by two empty rectangular areas. Below this is a horizontal band containing four circular icons representing trees or bushes, with the word "Sidewalk" written on either side. The bottom section is labeled "Parking" and contains five T-shaped symbols representing parking spaces. At the very bottom, the word "Street" is written above a series of horizontal lines representing the road surface.



Consistency With Character (Bistro)

QUESTION 2c - On a scale of 1-5, how consistent is the dining type with the character of Carmel-by-the-Sea if allowed in the future?

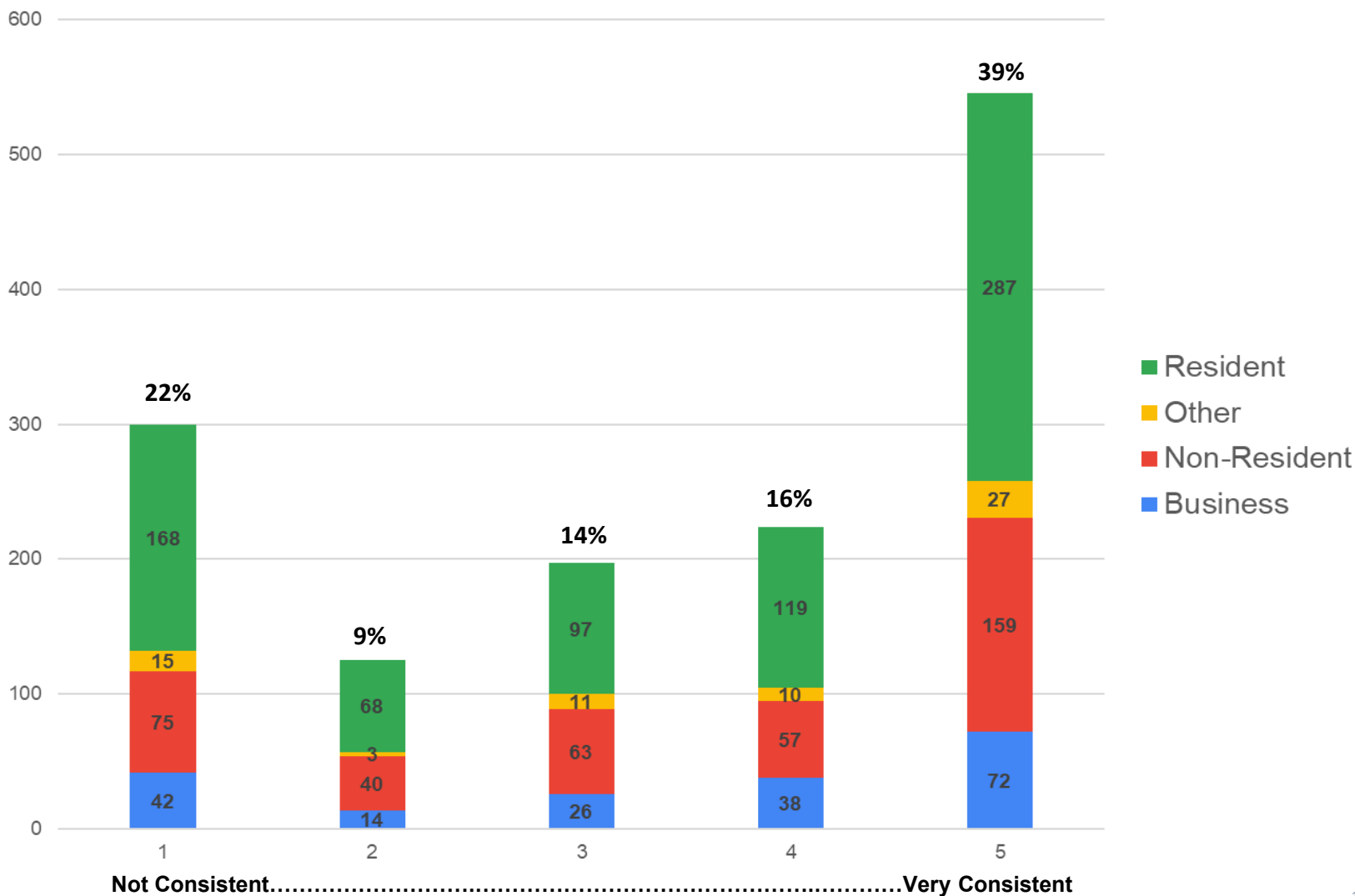


	Not Consistent.....				Very Consistent
Other	15	3	11	10	27
Hotel business owner/operator (Resident)	1	2	2	2	4
Hotel business owner/operator (Non-Resident)	1		3	1	7
Non-Resident of Carmel-by-the-Sea	75	40	63	57	159
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	55	23	28	35	100
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	113	45	69	84	187
Employee of a local business (Non-Resident)	11	2	2	5	13
Employee of a local business (Resident)	11	4	5	15	19
Commercial property owner (Non-Resident)	2	1	2		3
Commercial property owner (Resident)	2		1	2	3
Wine tasting room owner/operator (Non-Resident)	1		1	2	1
Wine tasting room owner/operator (Resident)	2				
Retail business owner/operator (Resident)	6	3	5	8	12
Restaurant business owner/operator (Non-Resident)	2	2	4	2	5
Restaurant business owner/operator (Resident)	3		1	1	5



Consistency With Character (Bistro)

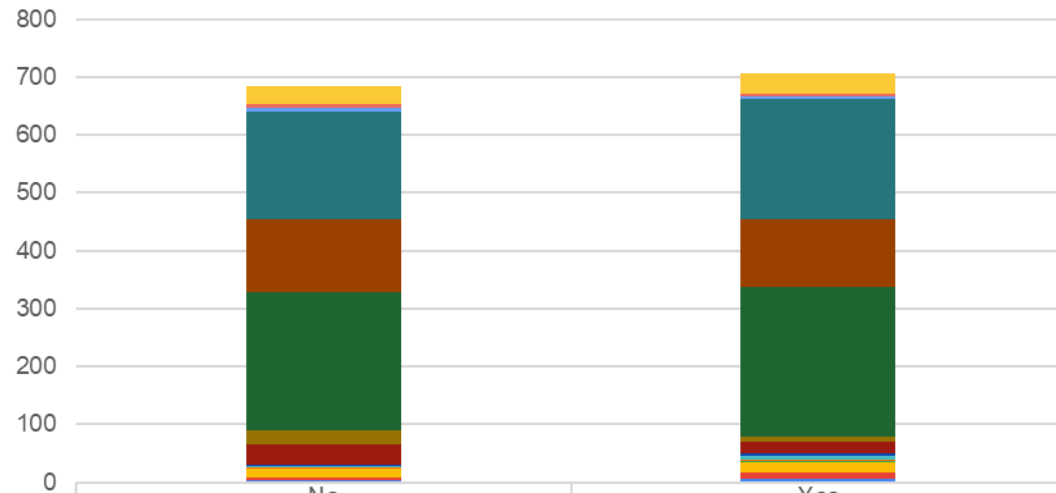
QUESTION 2c - On a scale of 1-5, how consistent is the dining type with the character of Carmel-by-the-Sea if allowed in the future?





Standard Closure Time

QUESTION 3 - If sidewalk seating/dining is allowed in the future, should there be a standard closure time for all?

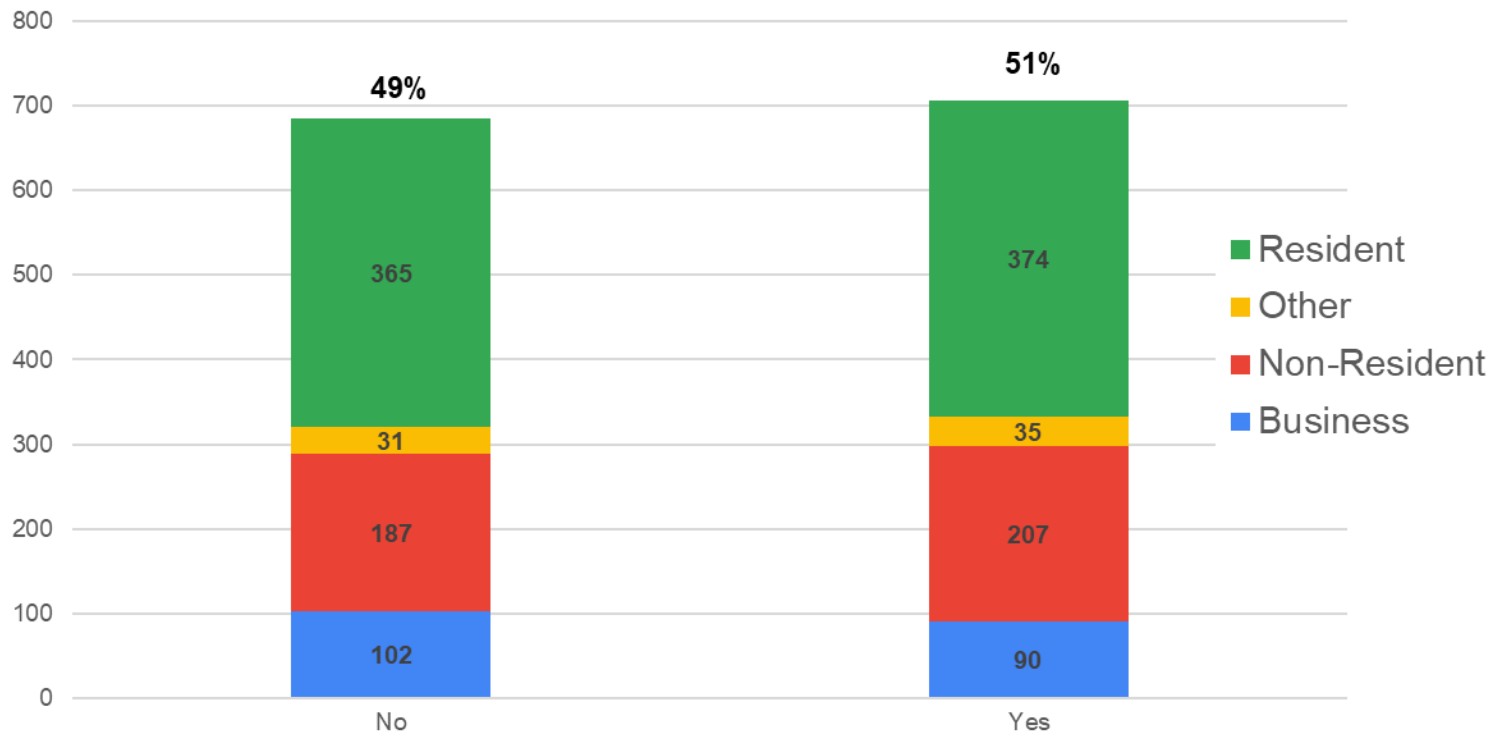


	No	Yes
Other	31	35
Hotel business owner/operator (Resident)	7	4
Hotel business owner/operator (Non-Resident)	6	6
Non-Resident of Carmel-by-the-Sea	187	207
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	125	116
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	240	258
Employee of a local business (Non-Resident)	23	10
Employee of a local business (Resident)	35	19
Commercial property owner (Non-Resident)	2	6
Commercial property owner (Resident)	3	5
Wine tasting room owner/operator (Non-Resident)	2	3
Wine tasting room owner/operator (Resident)		2
Retail business owner/operator (Resident)	16	18
Restaurant business owner/operator (Non-Resident)	5	10
Restaurant business owner/operator (Resident)	3	7



Standard Closure Time

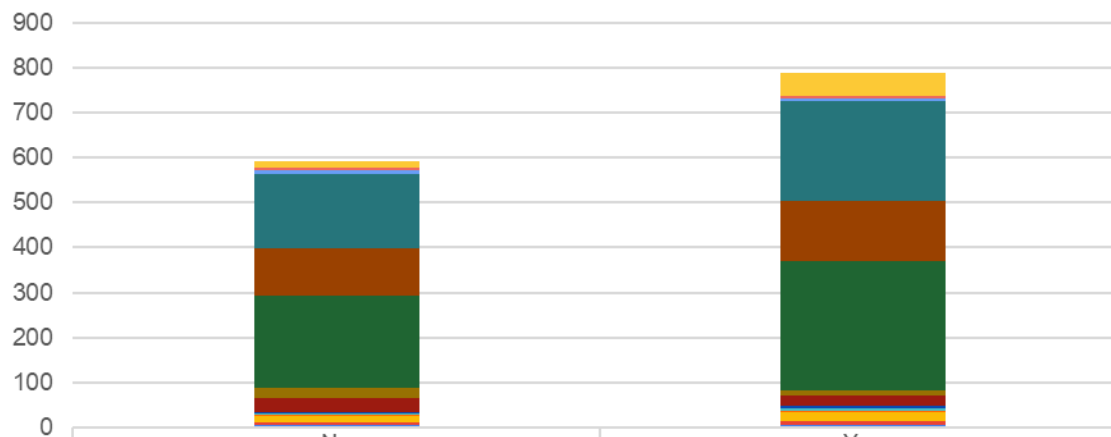
QUESTION 3 - If sidewalk seating/dining is allowed in the future, should there be a standard closure time for all?





Annual Fee

QUESTION 4 - If sidewalk seating/dining is allowed in the future, should the City charge some form of annual fee for those who receive a permit?

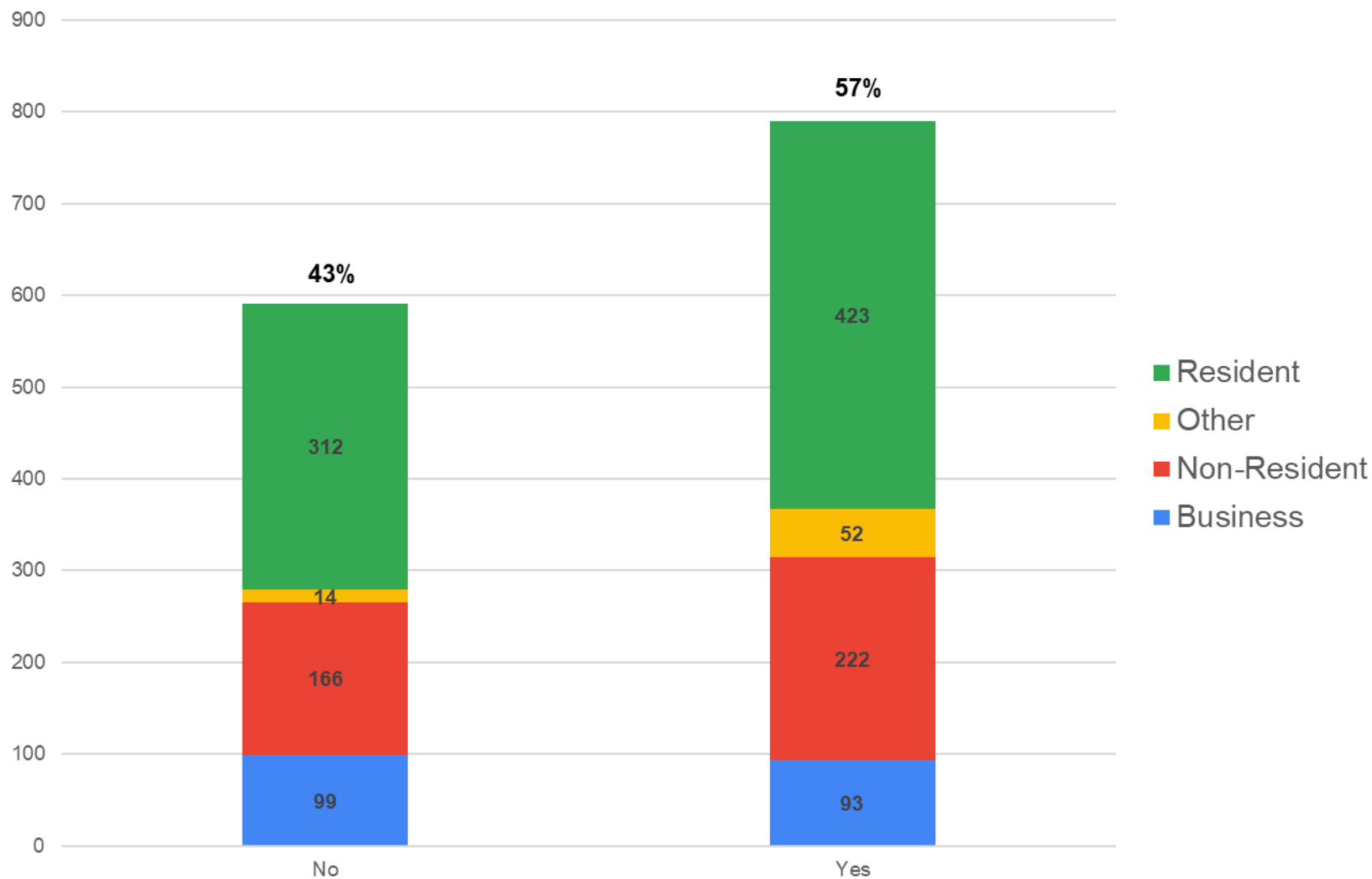


	No	Yes
Other	14	52
Hotel business owner/operator (Resident)	6	5
Hotel business owner/operator (Non-Resident)	6	6
Non-Resident of Carmel-by-the-Sea	166	222
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	106	135
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	206	288
Employee of a local business (Non-Resident)	21	12
Employee of a local business (Resident)	31	23
Commercial property owner (Non-Resident)	4	4
Commercial property owner (Resident)	3	5
Wine tasting room owner/operator (Non-Resident)	2	3
Wine tasting room owner/operator (Resident)	1	1
Retail business owner/operator (Resident)	13	21
Restaurant business owner/operator (Non-Resident)	7	8
Restaurant business owner/operator (Resident)	5	5



Annual Fee

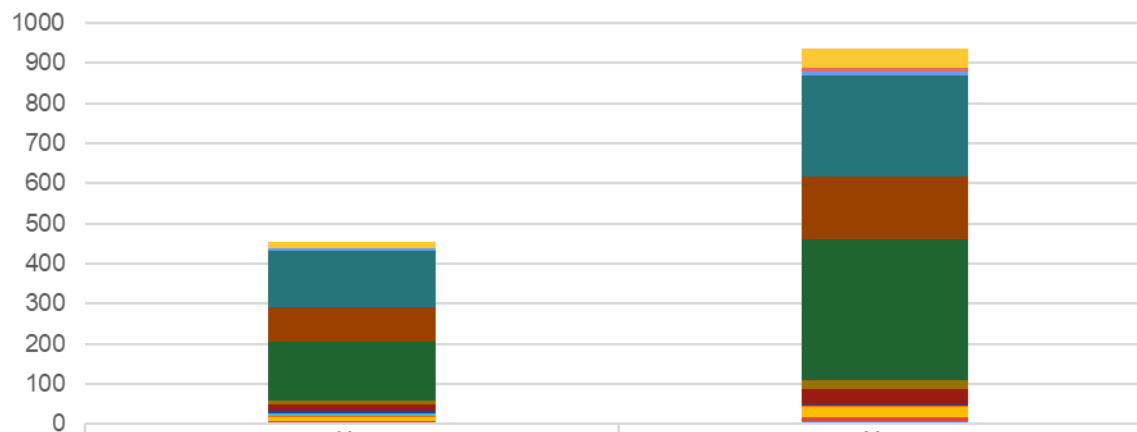
QUESTION 4 - If sidewalk seating/dining is allowed in the future, should the City charge some form of annual fee for those who receive a permit?





Business Frontage

QUESTION 5 - If sidewalk seating/dining is allowed in the future, should a business be limited to the area in front of their establishment (I.e.: store frontage only)?

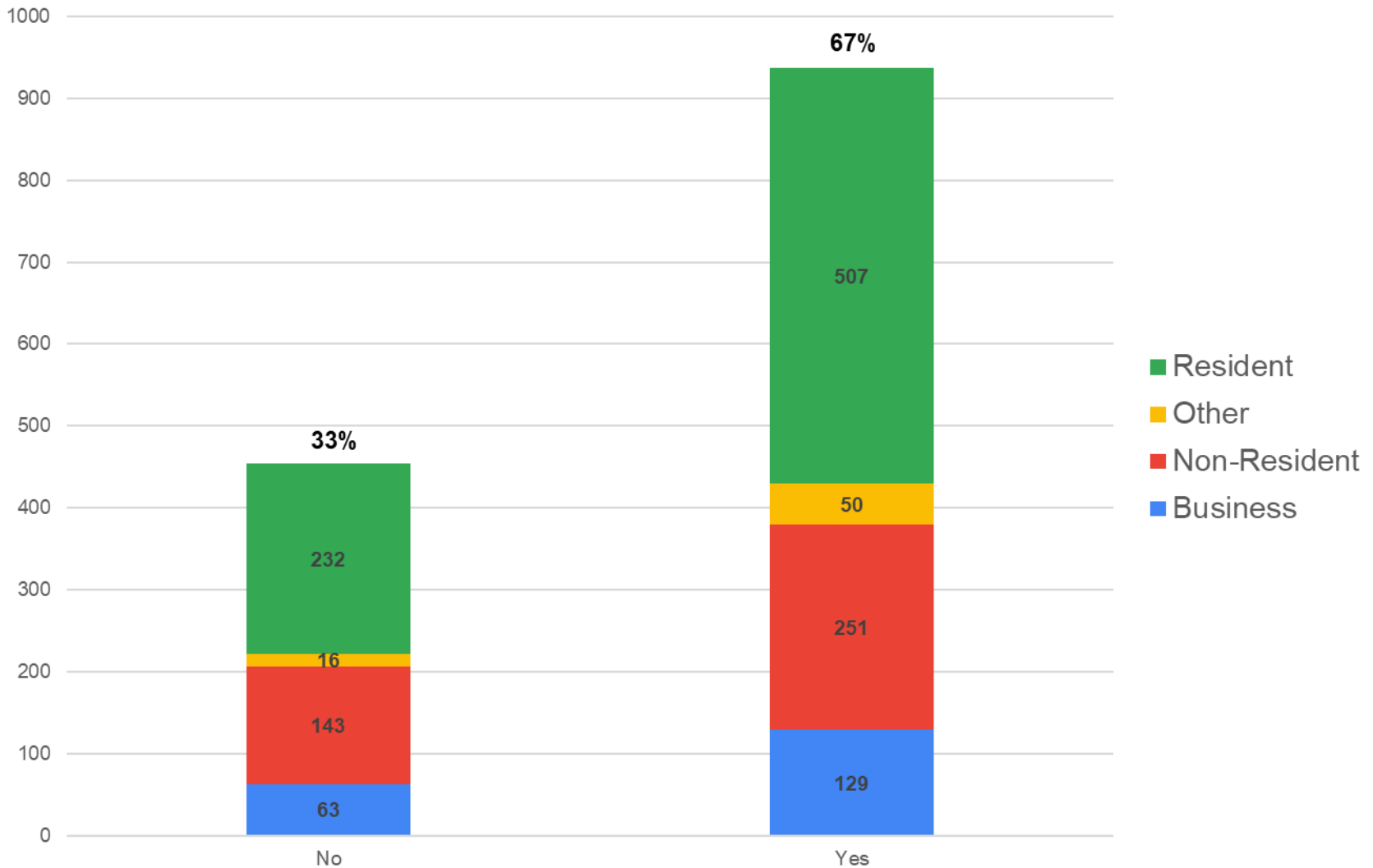


	No	Yes
Other	16	50
Hotel business owner/operator (Resident)	1	10
Hotel business owner/operator (Non-Resident)	4	8
Non-Resident of Carmel-by-the-Sea	143	251
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	84	157
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	148	350
Employee of a local business (Non-Resident)	9	24
Employee of a local business (Resident)	17	37
Commercial property owner (Non-Resident)	5	3
Commercial property owner (Resident)	6	2
Wine tasting room owner/operator (Non-Resident)	3	2
Wine tasting room owner/operator (Resident)		2
Retail business owner/operator (Resident)	10	24
Restaurant business owner/operator (Non-Resident)	5	10
Restaurant business owner/operator (Resident)	3	7



Business Frontage

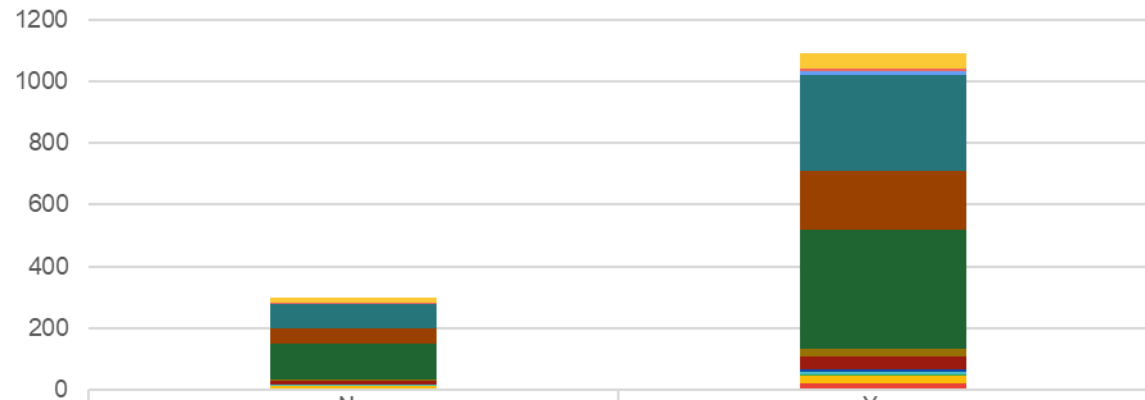
QUESTION 5 - If sidewalk seating/dining is allowed in the future, should a business be limited to the area in front of their establishment (I.e.: store frontage only)?





Specialty Restaurants

QUESTION 6 - If sidewalk seating/dining is allowed in the future, should “specialty restaurants” (e.g.: coffee shop, bakery, etc.) be allowed to apply for a permit?

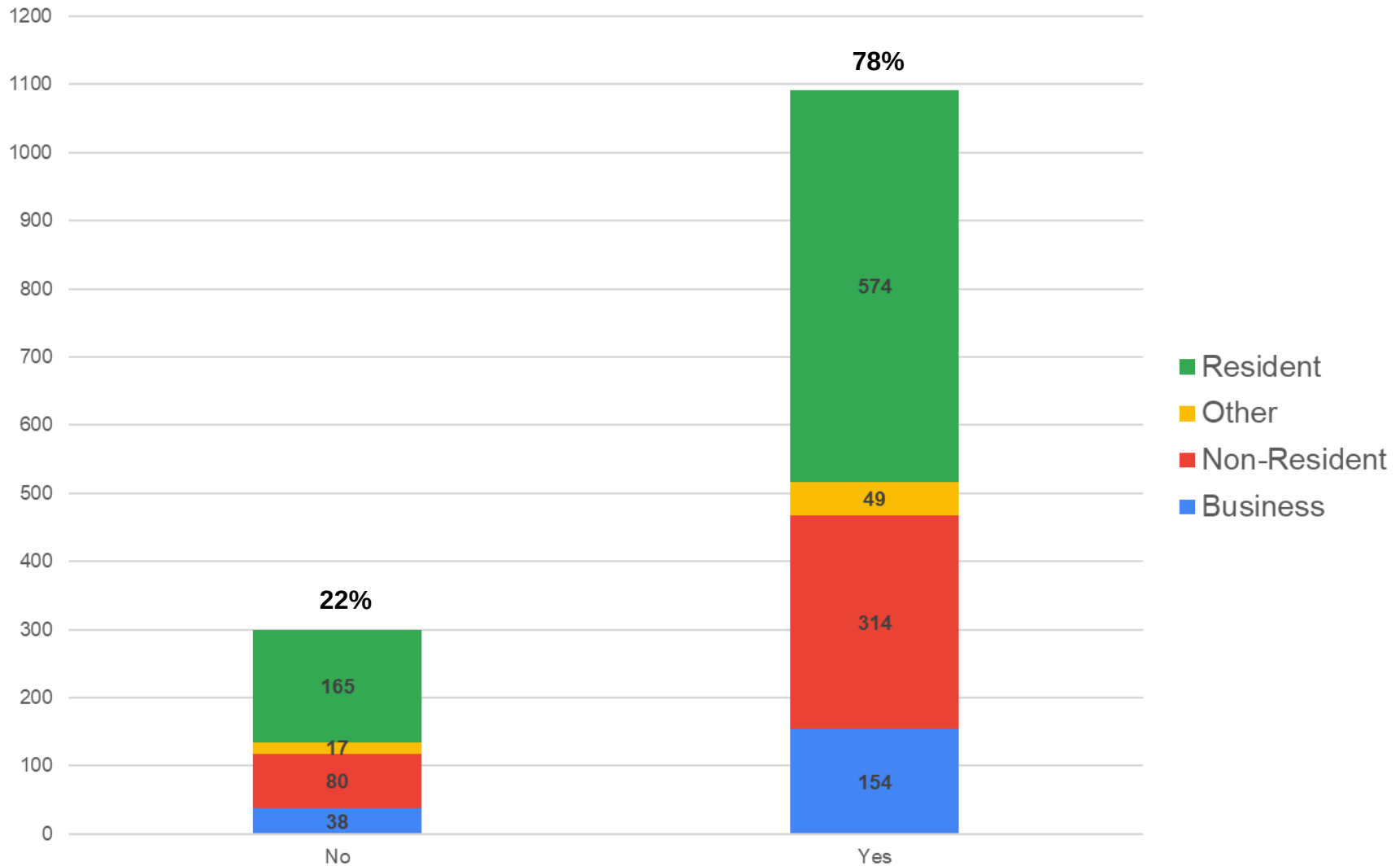


	No	Yes
Other	17	49
Hotel business owner/operator (Resident)	3	8
Hotel business owner/operator (Non-Resident)		12
Non-Resident of Carmel-by-the-Sea	80	314
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	50	191
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	115	383
Employee of a local business (Non-Resident)	6	27
Employee of a local business (Resident)	14	40
Commercial property owner (Non-Resident)		8
Commercial property owner (Resident)	1	7
Wine tasting room owner/operator (Non-Resident)	1	4
Wine tasting room owner/operator (Resident)	1	1
Retail business owner/operator (Resident)	7	27
Restaurant business owner/operator (Non-Resident)	1	14
Restaurant business owner/operator (Resident)	4	6



Specialty Restaurants

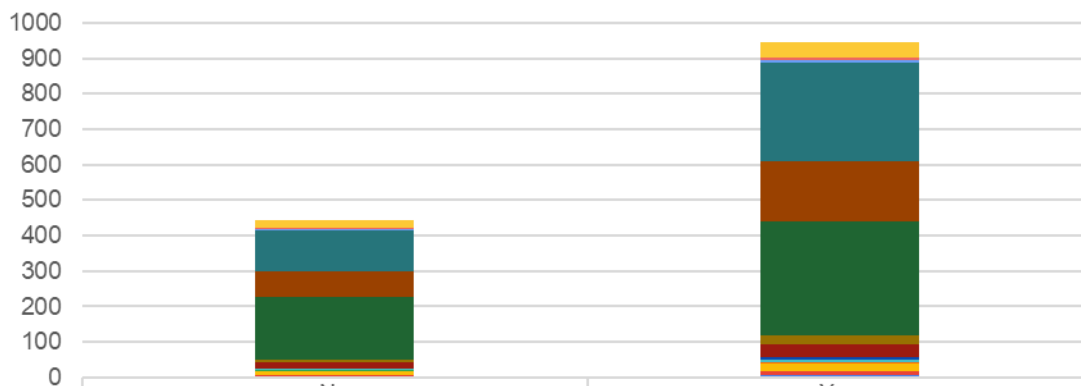
QUESTION 6 - If sidewalk seating/dining is allowed in the future, should “specialty restaurants” (e.g.: coffee shop, bakery, etc.) be allowed to apply for a permit?





Wine Tasting Shops

QUESTION 7 - If sidewalk seating/dining is allowed in the future, should wine tasting rooms be allowed to apply for a permit?

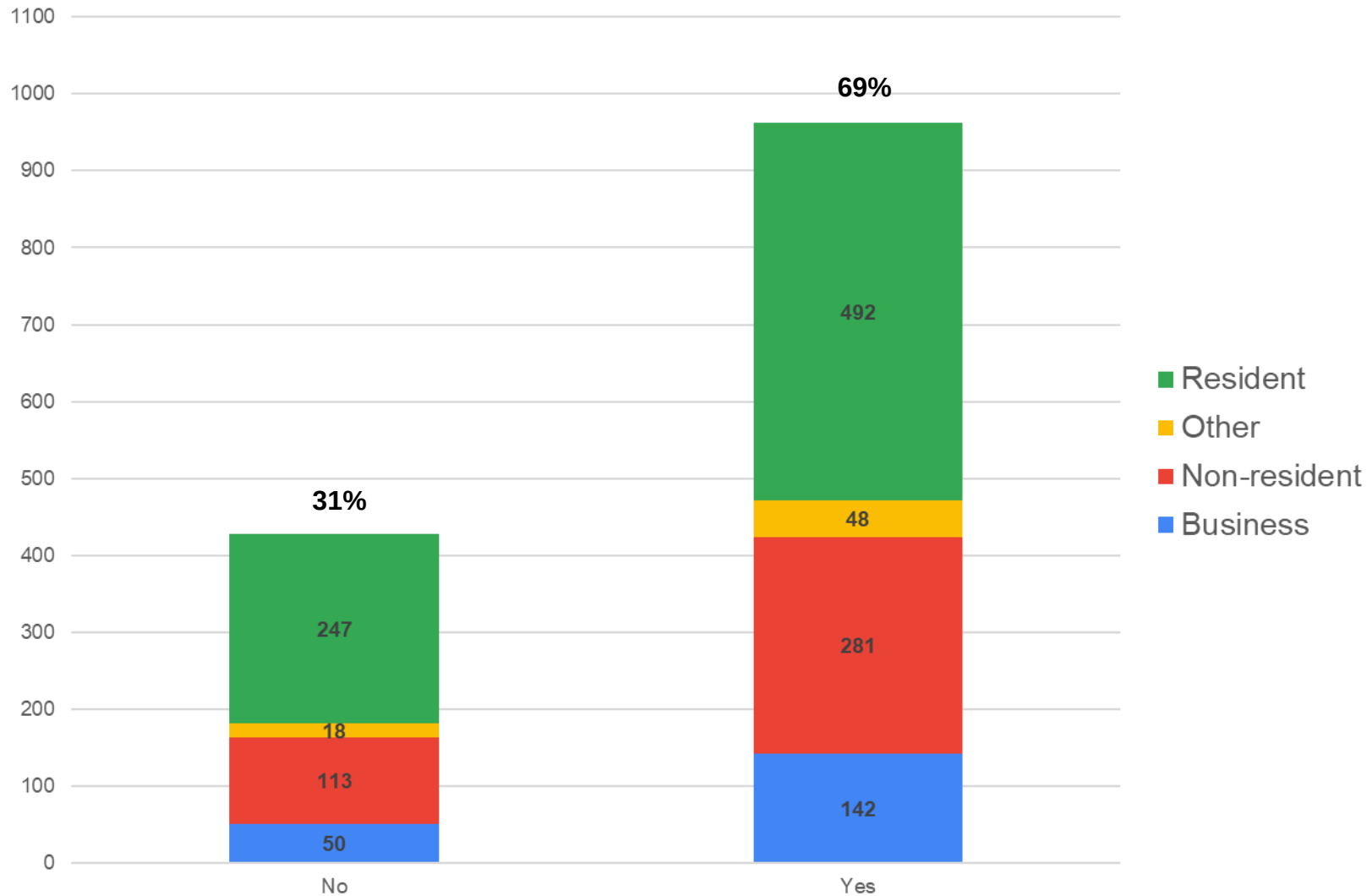


	No	Yes
Other	22	44
Hotel business owner/operator (Resident)	4	7
Hotel business owner/operator (Non-Resident)	3	9
Non-Resident of Carmel-by-the-Sea	118	276
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	72	169
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	175	323
Employee of a local business (Non-Resident)	9	24
Employee of a local business (Resident)	16	38
Commercial property owner (Non-Resident)	2	6
Commercial property owner (Resident)	2	6
Wine tasting room owner/operator (Non-Resident)	2	3
Wine tasting room owner/operator (Resident)	1	1
Retail business owner/operator (Resident)	11	23
Restaurant business owner/operator (Non-Resident)	5	10
Restaurant business owner/operator (Resident)	3	7



Wine Tasting Shops

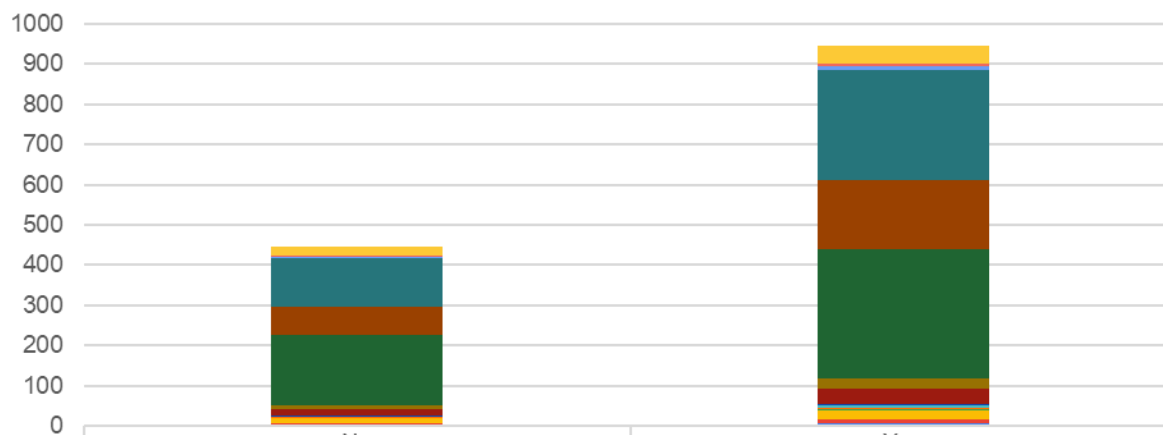
QUESTION 7 - If sidewalk seating/dining is allowed in the future, should wine tasting rooms be allowed to apply for a permit?





Existing Space

QUESTION 8 - If sidewalk seating/dining is allowed in the future, should businesses with existing private outdoor space be allowed to apply for a permit?

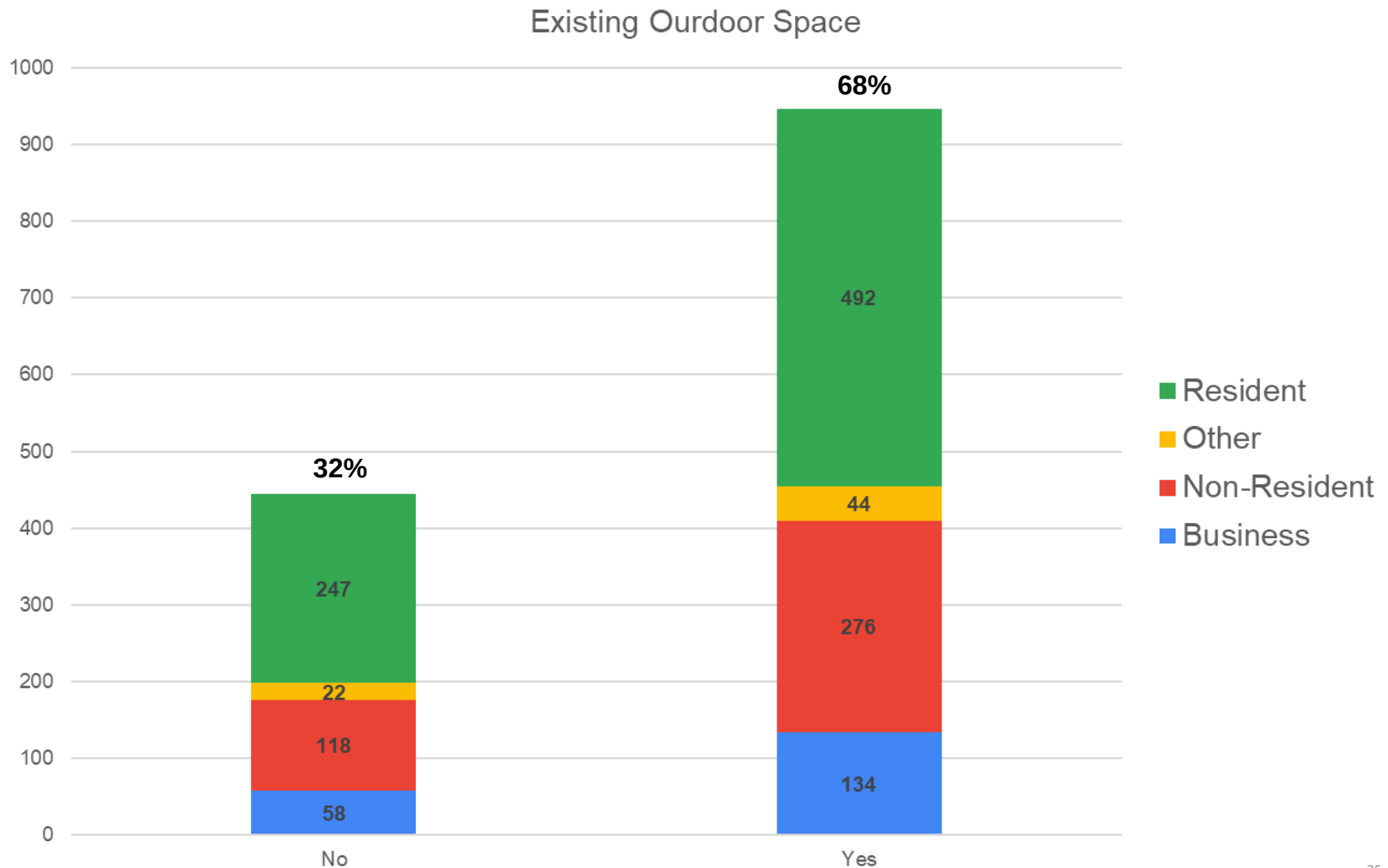


	No	Yes
Other	22	44
Hotel business owner/operator (Resident)	4	7
Hotel business owner/operator (Non-Resident)	3	9
Non-Resident of Carmel-by-the-Sea	118	276
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	72	169
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	175	323
Employee of a local business (Non-Resident)	9	24
Employee of a local business (Resident)	16	38
Commercial property owner (Non-Resident)	2	6
Commercial property owner (Resident)	2	6
Wine tasting room owner/operator (Non-Resident)	2	3
Wine tasting room owner/operator (Resident)	1	1
Retail business owner/operator (Resident)	11	23
Restaurant business owner/operator (Non-Resident)	5	10
Restaurant business owner/operator (Resident)	3	7



Existing Space

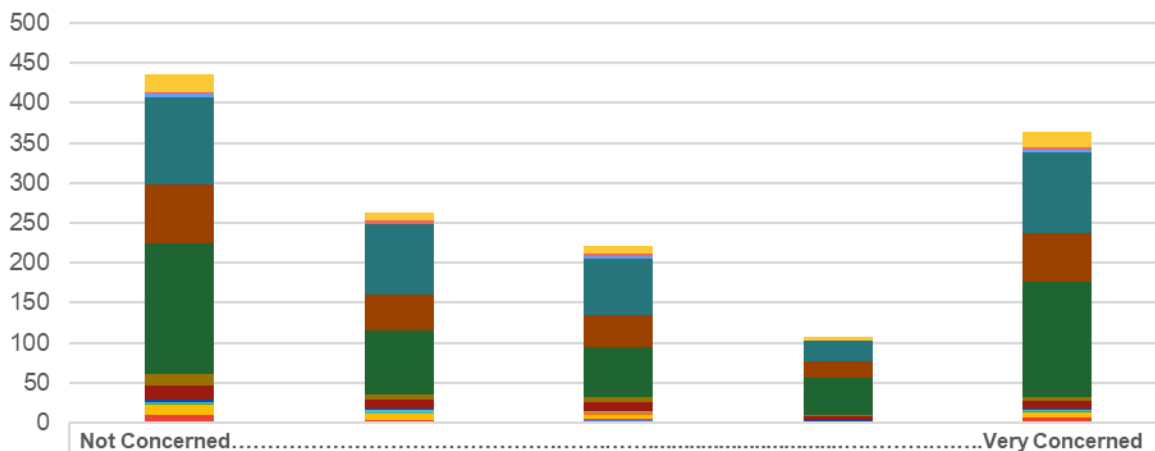
QUESTION 8 - If sidewalk seating/dining is allowed in the future, should businesses with existing private outdoor space be allowed to apply for a permit?





Parking

QUESTION 9 - On a scale of 1-5, how concerned are you about the loss of parking in the downtown area if a program was approved in the future?

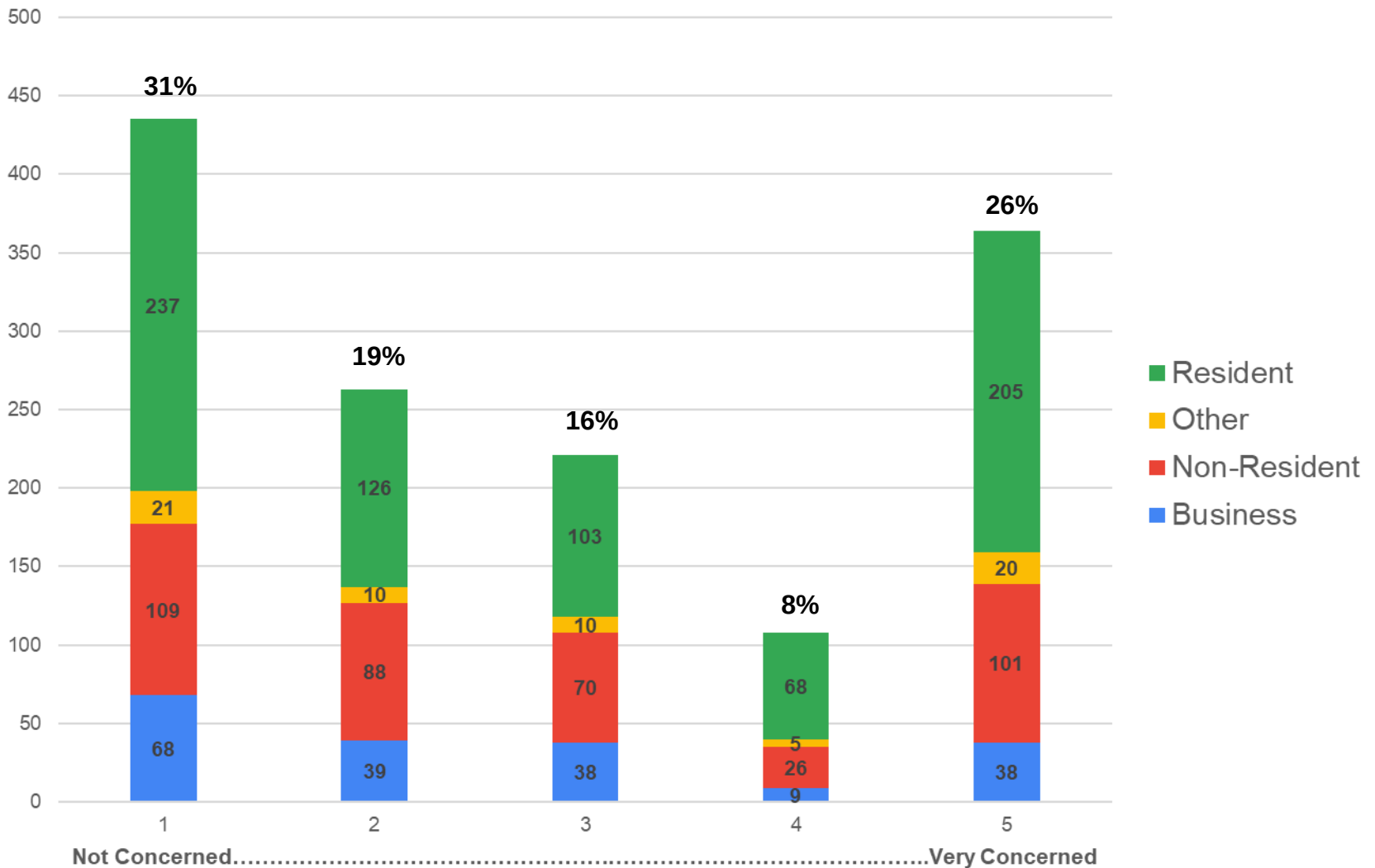


	Not Concerned	Concerned	Concerned	Concerned	Very Concerned
Other	21	10	10	5	20
Hotel business owner/operator (Resident)	2	4	2		3
Hotel business owner/operator (Non-Resident)	5		4		3
Non-Resident of Carmel-by-the-Sea	109	88	70	26	101
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	74	45	40	21	61
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	163	81	63	47	144
Employee of a local business (Non-Resident)	14	6	7	1	5
Employee of a local business (Resident)	18	12	10	5	9
Commercial property owner (Non-Resident)	3	1	1	1	2
Commercial property owner (Resident)	2	4	1		1
Wine tasting room owner/operator (Non-Resident)			4		1
Wine tasting room owner/operator (Resident)	1				1
Retail business owner/operator (Resident)	14	8	4	1	7
Restaurant business owner/operator (Non-Resident)	7	3	1		4
Restaurant business owner/operator (Resident)	2	1	4	1	2



Parking

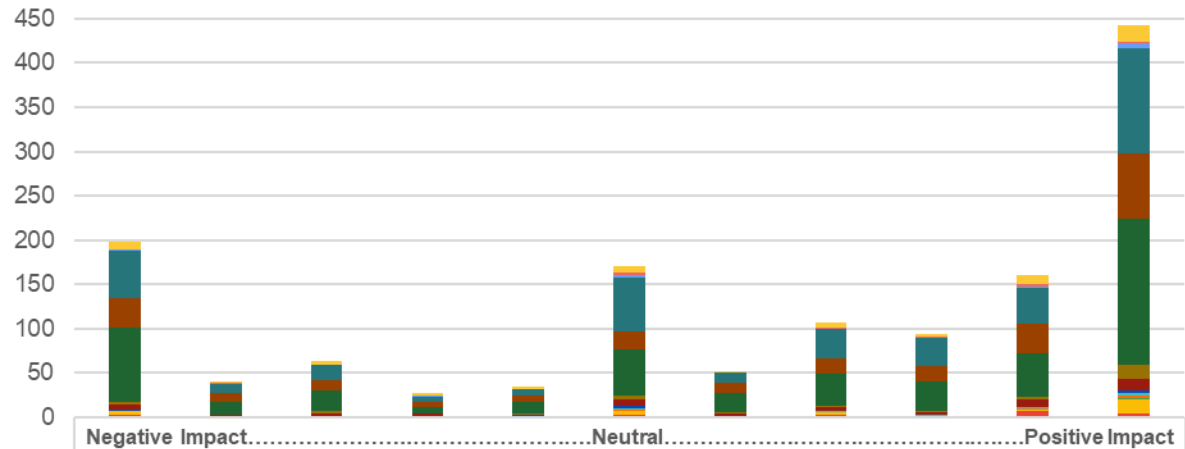
QUESTION 9 - On a scale of 1-5, how concerned are you about the loss of parking in the downtown area if a program was approved in the future?





Impact Area – Design/Aesthetic

QUESTION 10a - If sidewalk seating/dining is allowed in the future, how do you think the program would impact design/aesthetics of the City?

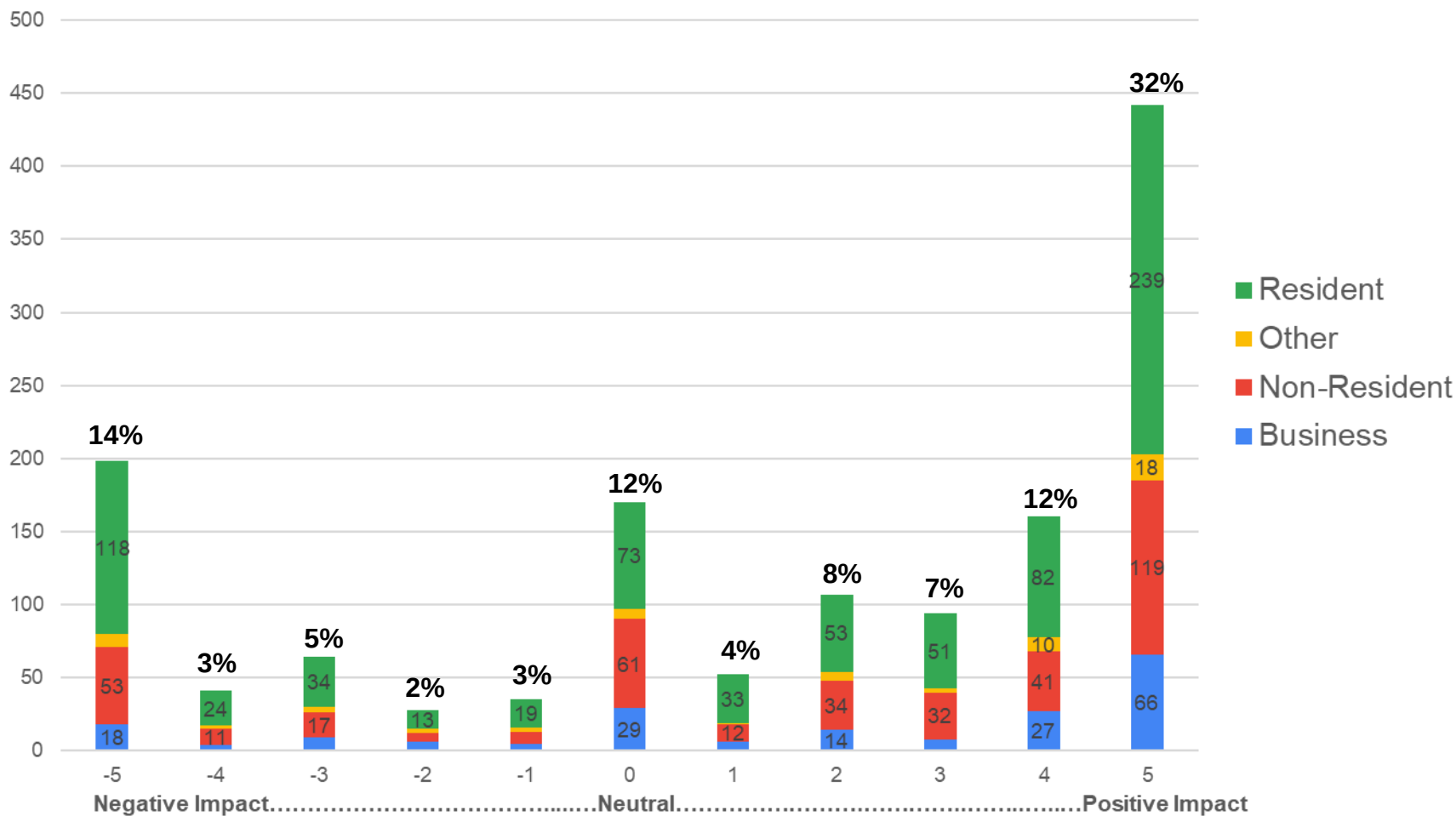


	Negative Impact					Neutral				Positive Impact	
Other	9	2	4	3	3	7	1	6	3	10	18
Hotel business owner/operator (Resident)		1	1	1		2		1	1	2	2
Hotel business owner/operator (Non-Resident)	1			1		3				2	5
Non-Resident of Carmel-by-the-Sea	53	11	17	6	8	61	12	34	32	41	119
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	33	10	12	6	7	21	12	17	17	32	74
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	85	14	22	7	12	52	21	36	34	50	165
Employee of a local business (Non-Resident)	3		3		2	3	1	2	1	3	15
Employee of a local business (Resident)	5	1	4	3		8	3	4	3	9	14
Commercial property owner (Non-Resident)	1				1	3					3
Commercial property owner (Resident)	1					1		1	1	1	3
Wine tasting room owner/operator (Non-Resident)					1	1				1	2
Wine tasting room owner/operator (Resident)					1						1
Retail business owner/operator (Resident)	4	2				5	2	3		2	16
Restaurant business owner/operator (Non-Resident)	2					1		2	2	5	3
Restaurant business owner/operator (Resident)	1		1	1		2		1		2	2



Impact Area – Design/Aesthetic

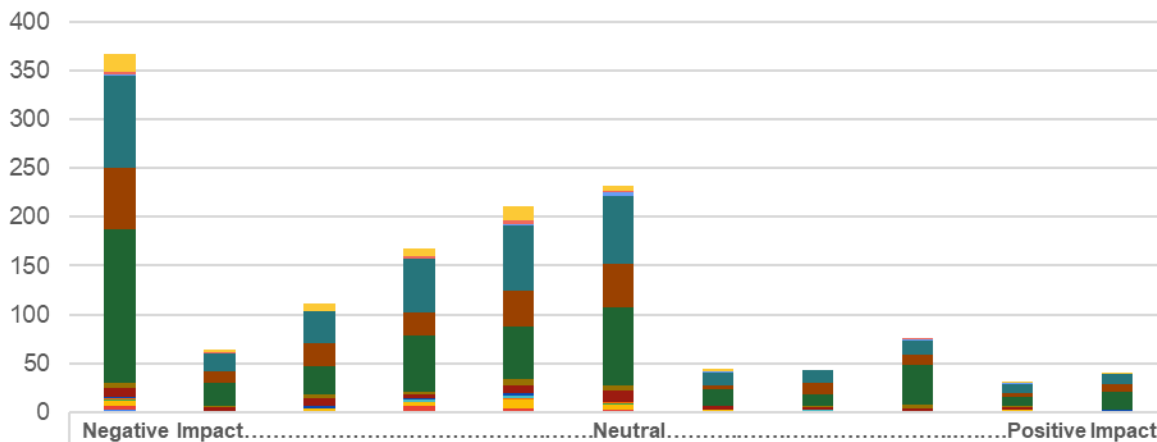
QUESTION 10a - If sidewalk seating/dining is allowed in the future, how do you think the program would impact design/aesthetics of the City?





Impact Area – Parking

QUESTION 10b - If sidewalk seating/dining is allowed in the future, how do you think the program would impact parking in the City?

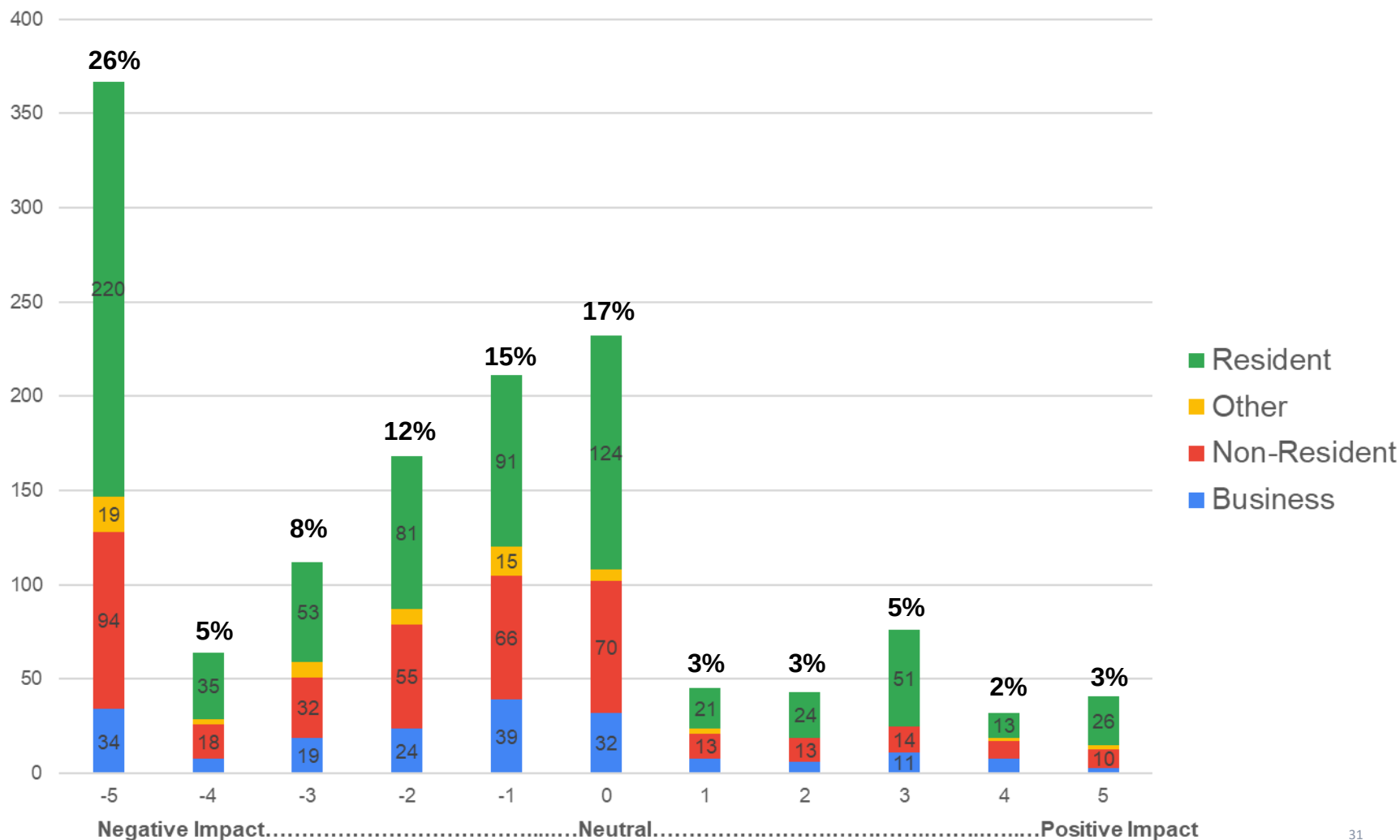


	Negative Impact					Neutral				Positive Impact	
	1	2	3	4	5	6	7	8	9	10	11
Other	19	3	8	8	15	6	3			2	2
Hotel business owner/operator (Resident)	2	1		3	3	1			1		
Hotel business owner/operator (Non-Resident)	2		1		2	3	1		2	1	
Non-Resident of Carmel-by-the-Sea	94	18	32	55	66	70	13	13	14	9	10
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	63	12	24	23	37	44	4	11	11	4	8
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	157	23	29	58	54	80	17	13	40	9	18
Employee of a local business (Non-Resident)	5	2	4	2	6	6	1	1	4	2	
Employee of a local business (Resident)	9	4	8	5	8	11	3	2	2	2	
Commercial property owner (Non-Resident)	1		2	1	3						1
Commercial property owner (Resident)	1			2	2	1		1	1		
Wine tasting room owner/operator (Non-Resident)	1				2	1		1			
Wine tasting room owner/operator (Resident)	1					1					
Retail business owner/operator (Resident)	5	1	3	4	9	5	1	1	1	2	2
Restaurant business owner/operator (Non-Resident)	4			5	2	1	2			1	
Restaurant business owner/operator (Resident)	3		1	2	2	2					



Impact Area – Parking

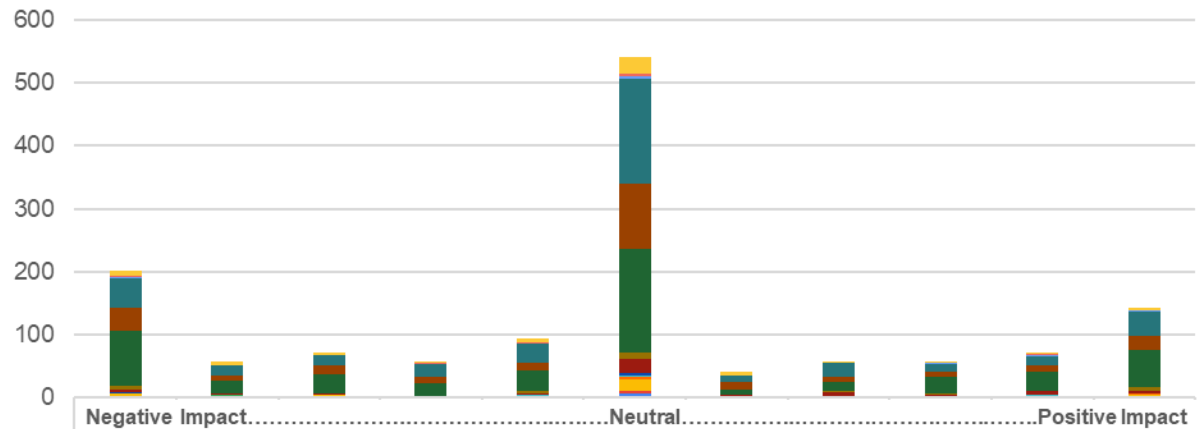
QUESTION 10b - If sidewalk seating/dining is allowed in the future, how do you think the program would impact parking in the City?





Impact Area – Public Safety

QUESTION 10c - If sidewalk seating/dining is allowed in the future, how do you think the program would impact public safety in the City?

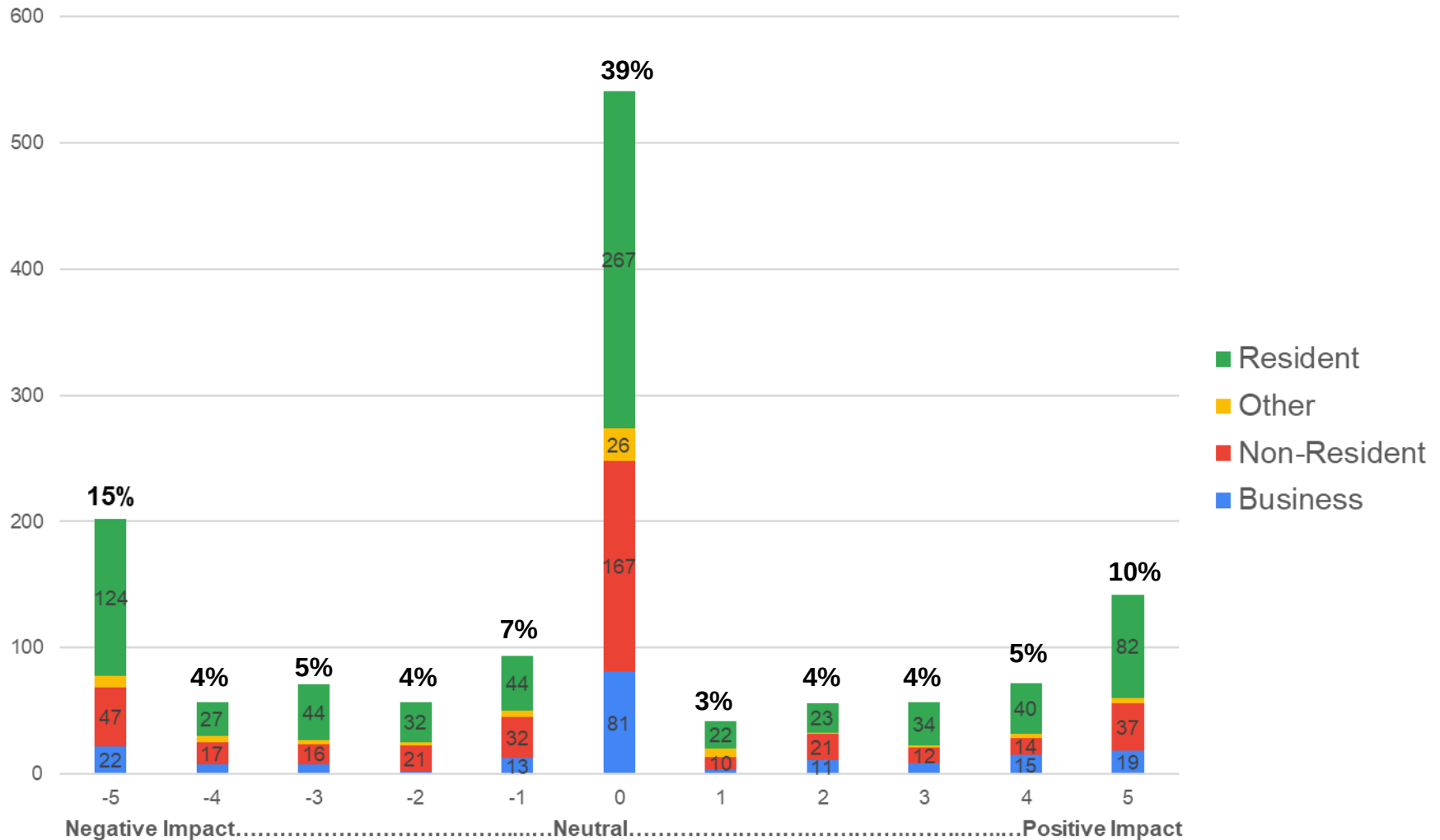


Other	9	5	3	2	5	26	6	1	2	3	4
Hotel business owner/operator (Resident)	1		1	1	2	4				2	
Hotel business owner/operator (Non-Resident)	2					5			2	1	2
Non-Resident of Carmel-by-the-Sea	47	17	16	21	32	167	10	21	12	14	37
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	36	7	13	10	12	103	12	9	7	10	22
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	88	20	31	22	32	164	10	14	27	30	60
Employee of a local business (Non-Resident)	5	1		1	4	10		2	3	1	6
Employee of a local business (Resident)	5	2	2		2	23	2	6	2	6	4
Commercial property owner (Non-Resident)	1	1			1	3				1	1
Commercial property owner (Resident)	1				1	3			2	1	
Wine tasting room owner/operator (Non-Resident)						3	1				1
Wine tasting room owner/operator (Resident)		1				1					
Retail business owner/operator (Resident)	4	2	2		2	17		1		3	3
Restaurant business owner/operator (Non-Resident)	2	1	1			6	1	2			2
Restaurant business owner/operator (Resident)	1		2		1	6					



Impact Area – Public Safety

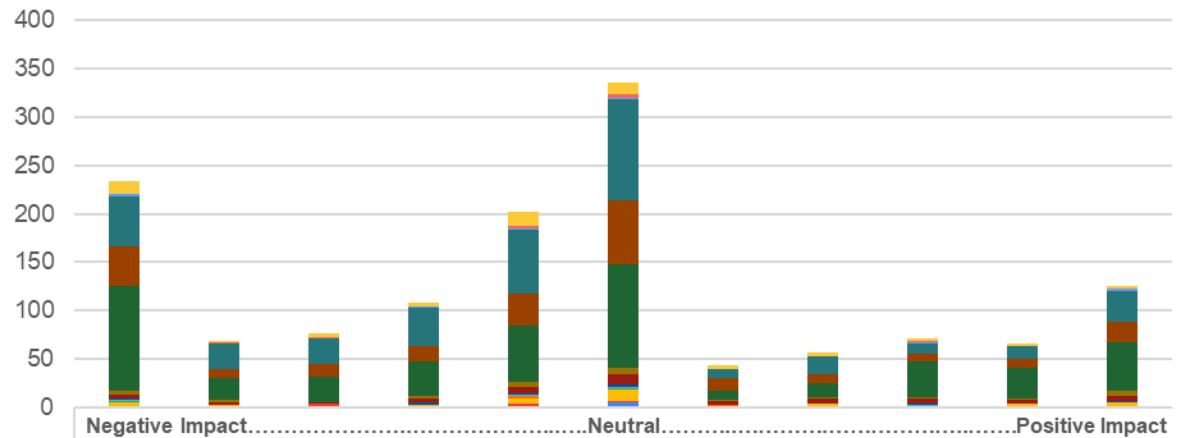
QUESTION 10c - If sidewalk seating/dining is allowed in the future, how do you think the program would impact public safety in the City?





Impact Area – Pedestrian Flow

QUESTION 10d - If sidewalk seating/dining is allowed in the future, how do you think the program would impact pedestrian flow in the City?

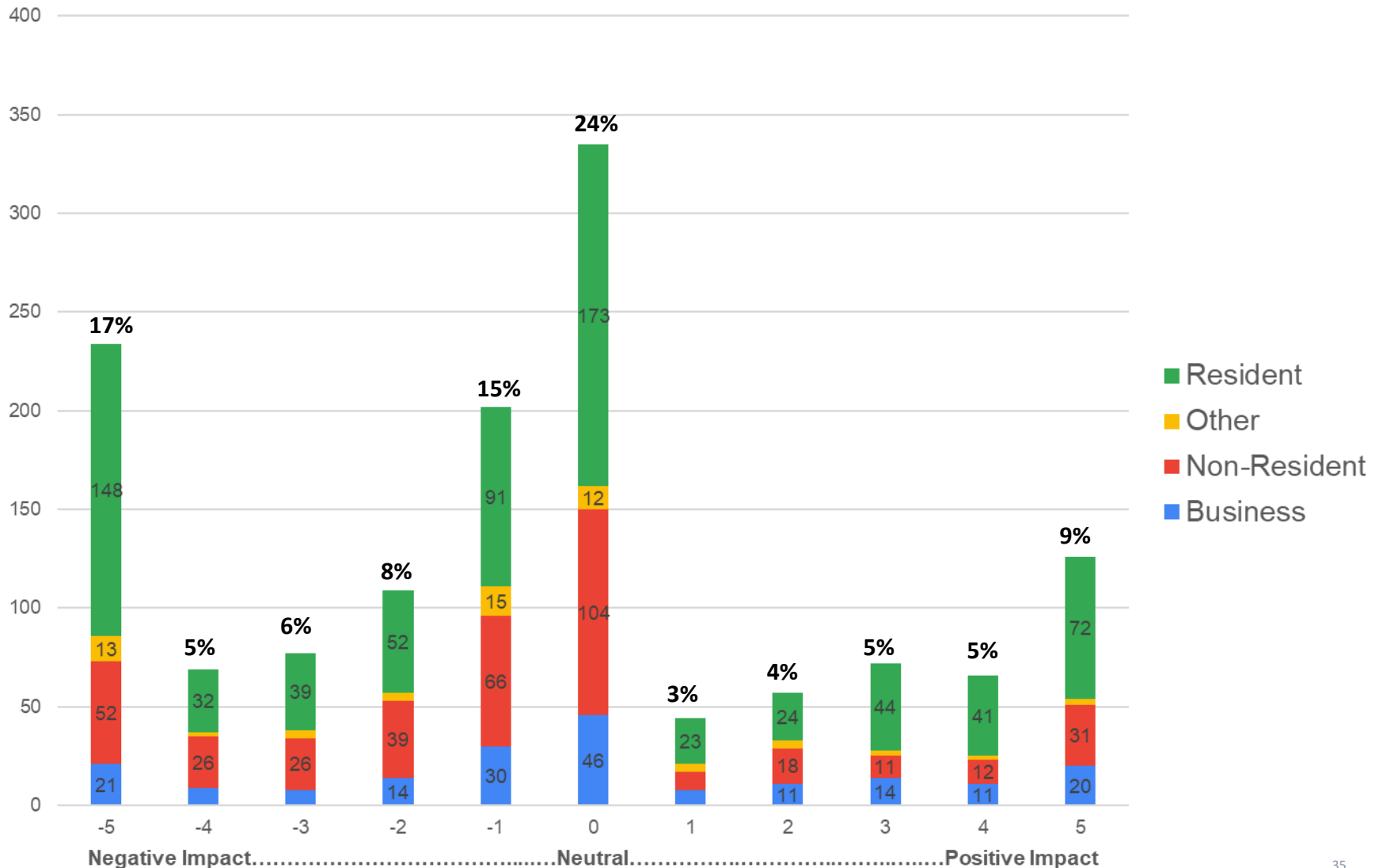


	Negative Impact.....					Neutral.....					Positive Impact.....				
Other	13	2	4	4	15	12	4	4	3	2	3				
Hotel business owner/operator (Resident)	1	1	1		2	4			1	1					
Hotel business owner/operator (Non-Resident)	2		1	2	1	1			2		3				
Non-Resident of Carmel-by-the-Sea	52	26	26	39	66	104	9	18	11	12	31				
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	41	10	13	16	33	66	14	10	7	10	21				
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	107	22	26	36	58	107	9	14	37	31	51				
Employee of a local business (Non-Resident)	4	3		3	5	6	1	2	2	2	5				
Employee of a local business (Resident)	5	2	2	4	7	11	4	5	5	4	5				
Commercial property owner (Non-Resident)	1			2	1	2			1		1				
Commercial property owner (Resident)	1				2	2			3						
Wine tasting room owner/operator (Non-Resident)					3		1				1				
Wine tasting room owner/operator (Resident)	1					1									
Retail business owner/operator (Resident)	4	1		2	5	12	1	2		4	3				
Restaurant business owner/operator (Non-Resident)	1	2	2	1	2	2	1	2			2				
Restaurant business owner/operator (Resident)	1		2		2	5									



Impact Area – Pedestrian Flow

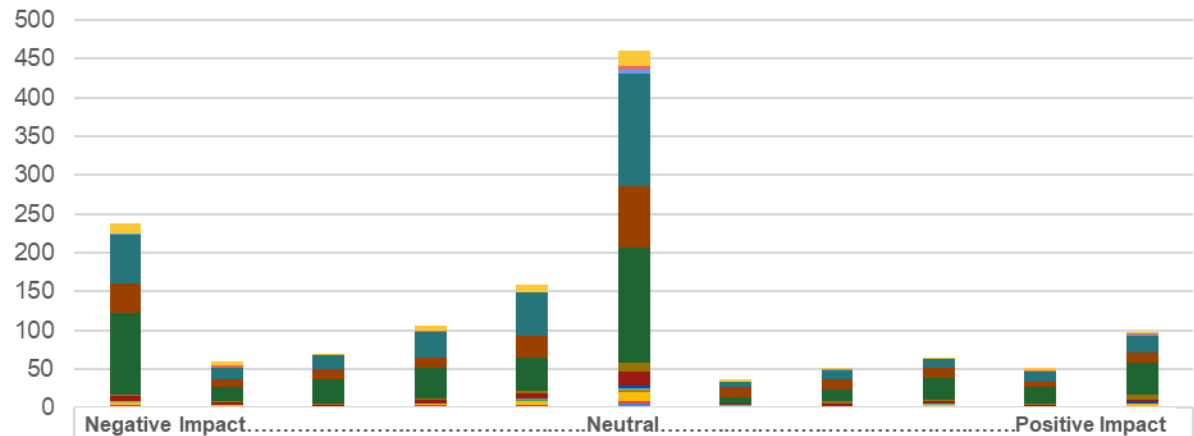
QUESTION 10d - If sidewalk seating/dining is allowed in the future, how do you think the program would impact pedestrian flow in the City?





Impact Area – Vehicle Flow

QUESTION 10e - If sidewalk seating/dining is allowed in the future, how do you think the program would impact vehicle flow in the City?

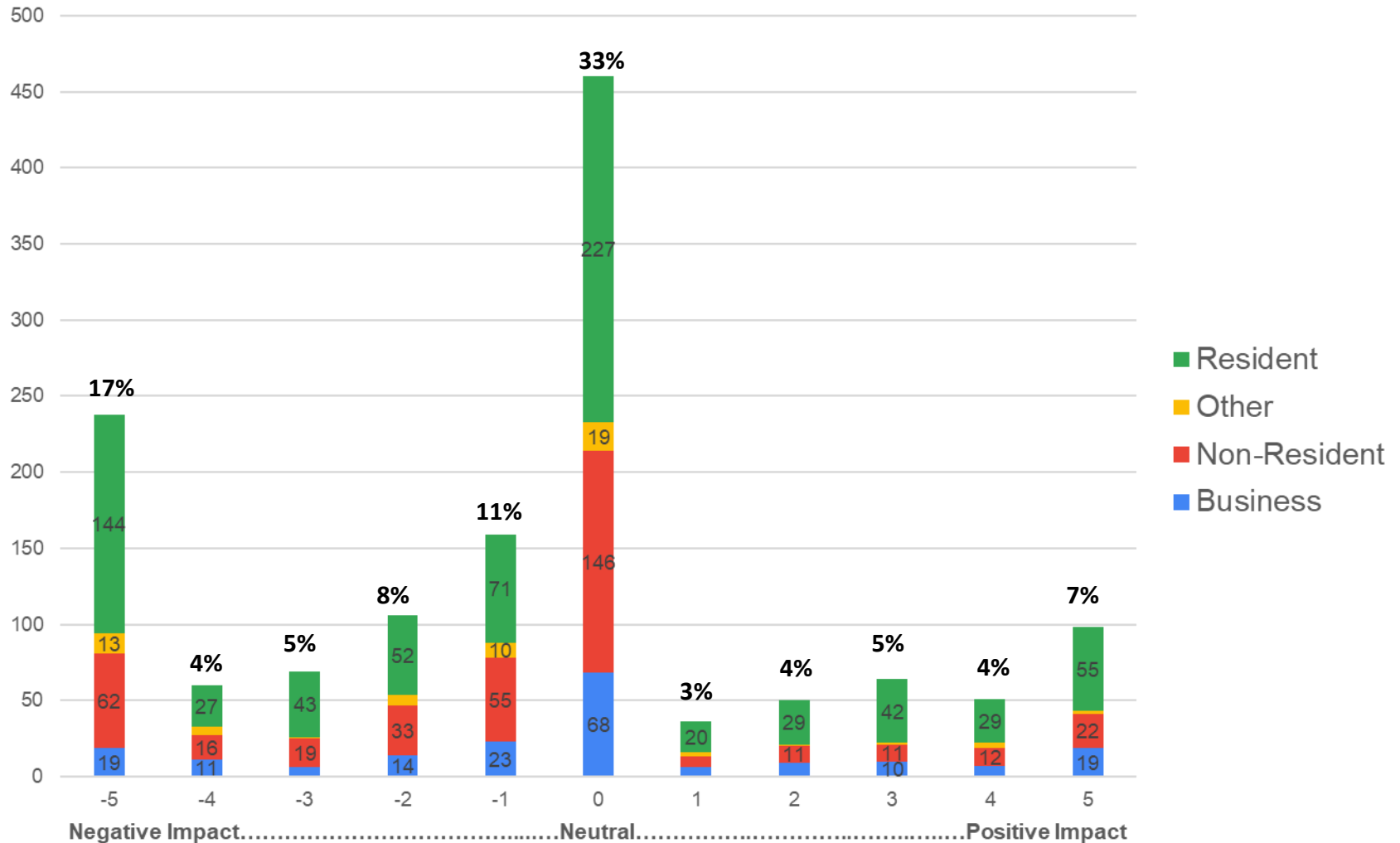


	Negative Impact					Neutral	Positive Impact				
Other	13	6	1	7	10	19	3	1	1	3	2
Hotel business owner/operator (Resident)		2		1		6				1	1
Hotel business owner/operator (Non-Resident)	2			1	1	4		1		1	2
Non-Resident of Carmel-by-the-Sea	62	16	19	33	55	146	7	11	11	12	22
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	39	9	13	13	28	78	12	14	14	8	13
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	105	18	30	39	43	149	8	15	28	21	42
Employee of a local business (Non-Resident)	2	2	2	2	3	11		3	2	1	5
Employee of a local business (Resident)	6	4	2	4	5	19	3	3	3	2	3
Commercial property owner (Non-Resident)	1				2	3					2
Commercial property owner (Resident)	1			1		2	1	1	2		
Wine tasting room owner/operator (Non-Resident)					2	2					1
Wine tasting room owner/operator (Resident)					1	1					
Retail business owner/operator (Resident)	3	3	1	1	6	11	2		2	2	3
Restaurant business owner/operator (Non-Resident)	3		1	3	2	3		1			2
Restaurant business owner/operator (Resident)	1			1	1	6			1		



Impact Area – Vehicle Flow

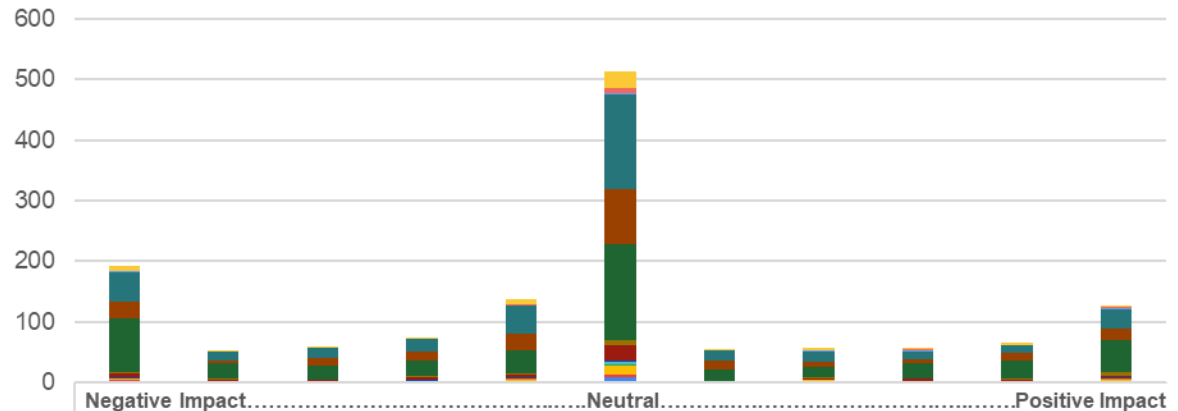
QUESTION 10e - If sidewalk seating/dining is allowed in the future, how do you think the program would impact vehicle flow in the City?





Impact Area – Noise/Nuisance

QUESTION 10f - If sidewalk seating/dining is allowed in the future, how do you think the program would impact noise/nuisances in the City?

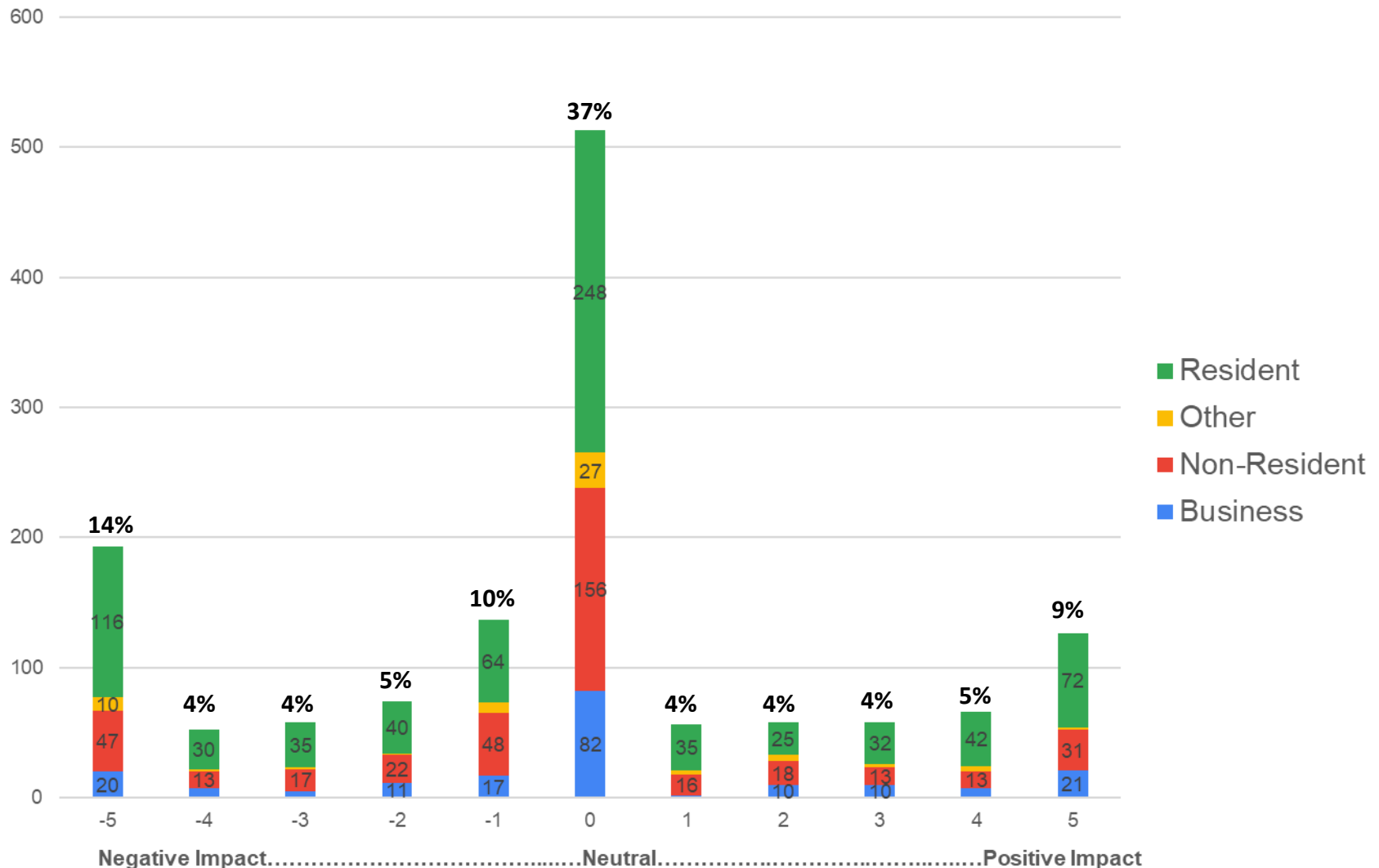


	Negative Impact					Neutral			Positive Impact		
Other	10	2	1	1	8	27	3	5	3	4	2
Hotel business owner/operator (Resident)					1	8			1		1
Hotel business owner/operator (Non-Resident)	2			1		3		1	2	1	2
Non-Resident of Carmel-by-the-Sea	47	13	17	22	48	156	16	18	13	13	31
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	28	6	13	13	27	91	15	9	7	11	21
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	88	24	22	27	37	157	20	16	25	31	51
Employee of a local business (Non-Resident)	3	2	1	2	3	10		2	1	1	8
Employee of a local business (Resident)	6	2	2	4	5	25		3	3	2	2
Commercial property owner (Non-Resident)	2			1	2	1	1				1
Commercial property owner (Resident)	1					5			1		1
Wine tasting room owner/operator (Non-Resident)				1	2	1					1
Wine tasting room owner/operator (Resident)				1		1					
Retail business owner/operator (Resident)	2	2	2		4	15	1	2	2	1	3
Restaurant business owner/operator (Non-Resident)	3	1		1		5		2		2	1
Restaurant business owner/operator (Resident)	1					8					1



Impact Area – Noise/Nuisance

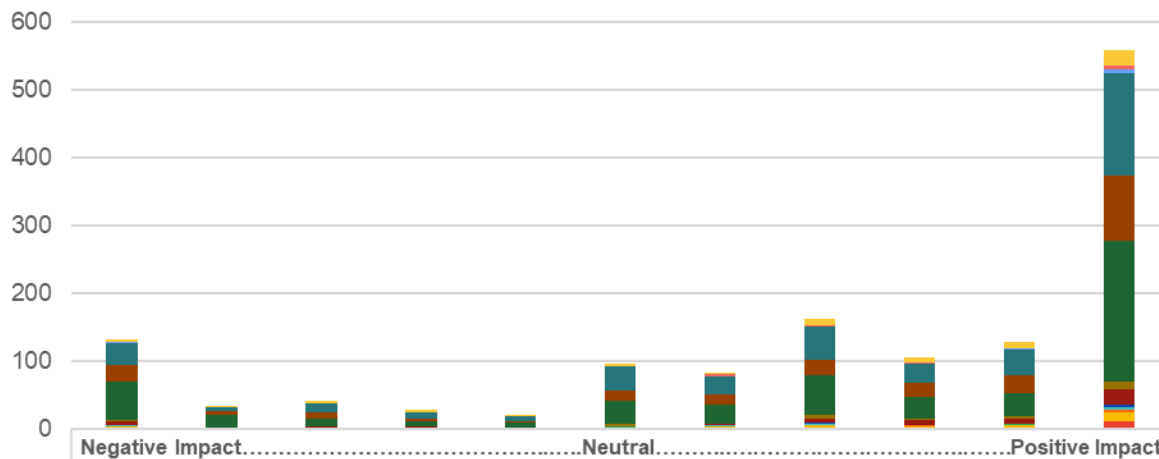
QUESTION 10f - If sidewalk seating/dining is allowed in the future, how do you think the program would impact noise/nuisances in the City?





Impact Area – Appeal to Visitors

QUESTION 10g - If sidewalk seating/dining is allowed in the future, how do you think the program would impact appeal to visitors of the City?

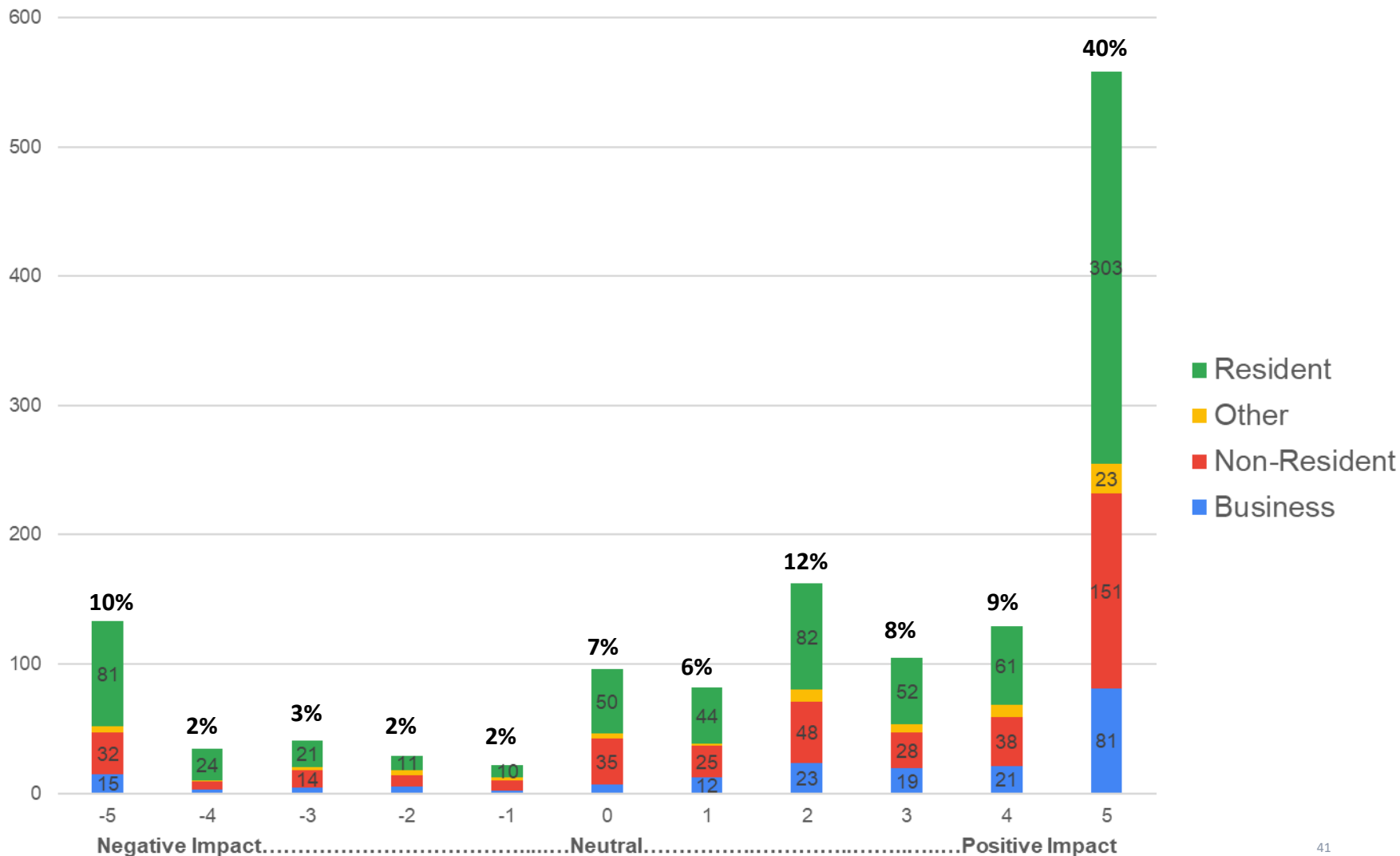


Other	5	1	2	4	2	4	1	9	6	9	23
Hotel business owner/operator (Resident)							3	1	2	1	4
Hotel business owner/operator (Non-Resident)	2						1	1	1	1	6
Non-Resident of Carmel-by-the-Sea	32	6	14	9	8	35	25	48	28	38	151
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	23	6	9	4	2	15	15	24	20	26	97
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	58	18	12	7	8	35	29	58	32	35	206
Employee of a local business (Non-Resident)	2	1		1	1	3	1	5	3	4	12
Employee of a local business (Resident)	5	1	2	2			1	6	7	7	23
Commercial property owner (Non-Resident)		1						3			4
Commercial property owner (Resident)	1						1	1		1	4
Wine tasting room owner/operator (Non-Resident)					1				1		3
Wine tasting room owner/operator (Resident)						1				1	
Retail business owner/operator (Resident)	3		2			2	4	3	2	5	13
Restaurant business owner/operator (Non-Resident)	1			1				2	1	1	9
Restaurant business owner/operator (Resident)	1			1		1	1	1	2		3



Impact Area – Appeal to Visitors

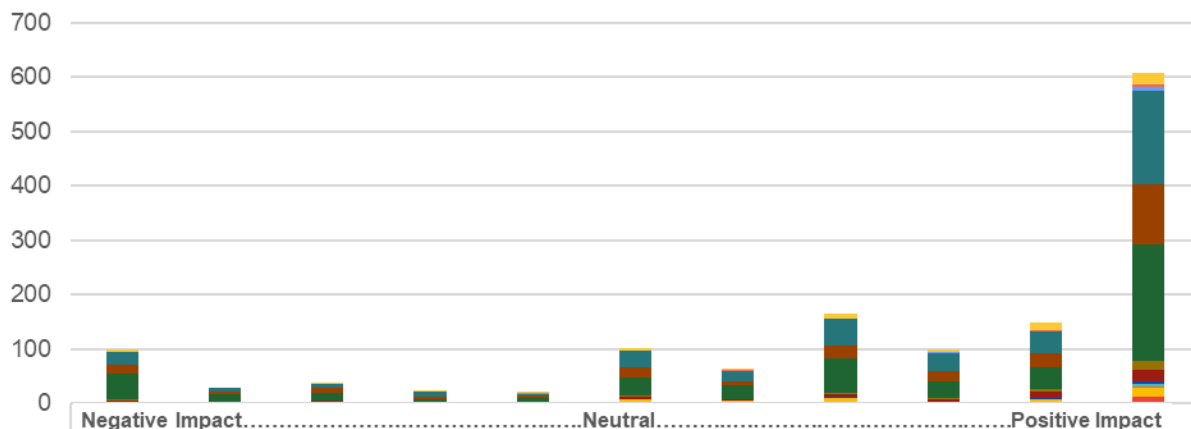
QUESTION 10g - If sidewalk seating/dining is allowed in the future, how do you think the program would impact appeal to visitors of the City?





Impact Area – Desire to Dine Out

QUESTION 10h - If sidewalk seating/dining is allowed in the future, how do you think the program would impact the desire to dine out in the City?

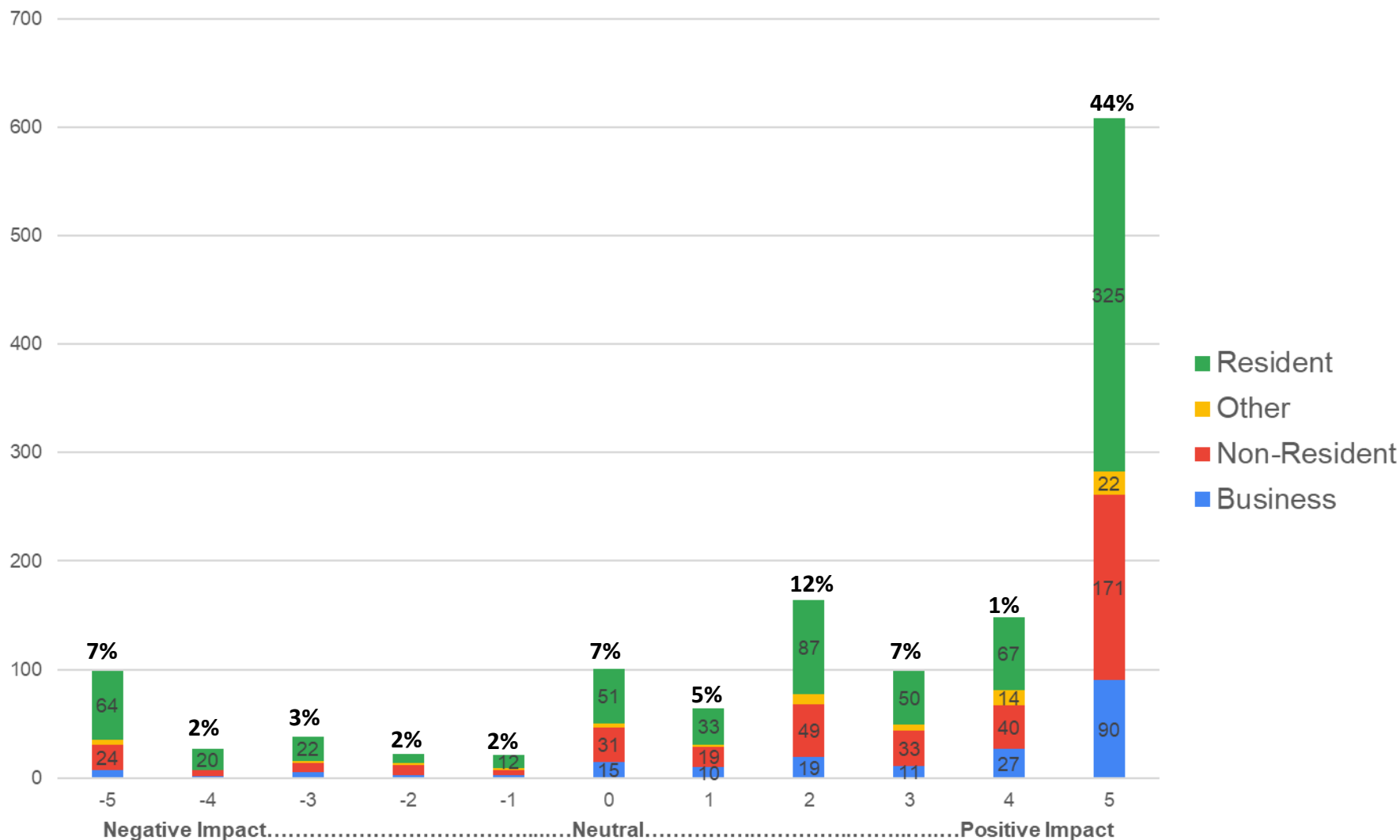


	Negative Impact					Neutral			Positive Impact		
■ Other	4		2	2	2	4	2	9	5	14	22
■ Hotel business owner/operator (Resident)						1	3		1	1	5
■ Hotel business owner/operator (Non-Resident)					2		1		1	1	7
■ Non-Resident of Carmel-by-the-Sea	24	5	9	9	4	31	19	49	33	40	171
■ Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	17	5	8	3	3	19	7	23	19	25	112
■ Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	47	15	14	5	9	32	26	64	31	42	213
■ Employee of a local business (Non-Resident)	2		1	1	1	2		3	2	5	16
■ Employee of a local business (Resident)	3	1	1	1		4	1	5	4	11	23
■ Commercial property owner (Non-Resident)		1						1	1	1	4
■ Commercial property owner (Resident)	1						1			2	4
■ Wine tasting room owner/operator (Non-Resident)								1	1		3
■ Wine tasting room owner/operator (Resident)						1					1
■ Retail business owner/operator (Resident)			3			4	1	6	1	4	15
■ Restaurant business owner/operator (Non-Resident)				1		2	1	2			9
■ Restaurant business owner/operator (Resident)	1					1	2	1		2	3



Impact Area – Desire to Dine Out

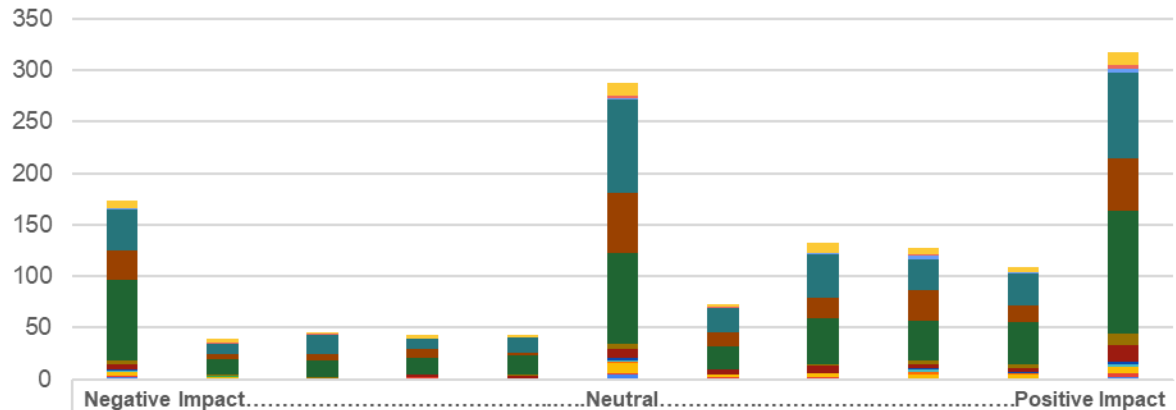
QUESTION 10h - If sidewalk seating/dining is allowed in the future, how do you think the program would impact the desire to dine out in the City?





Impact Area – Retail Shopping Experience

QUESTION 10i - If sidewalk seating/dining is allowed in the future, how do you think the program would impact the retail shopping experience in the City?

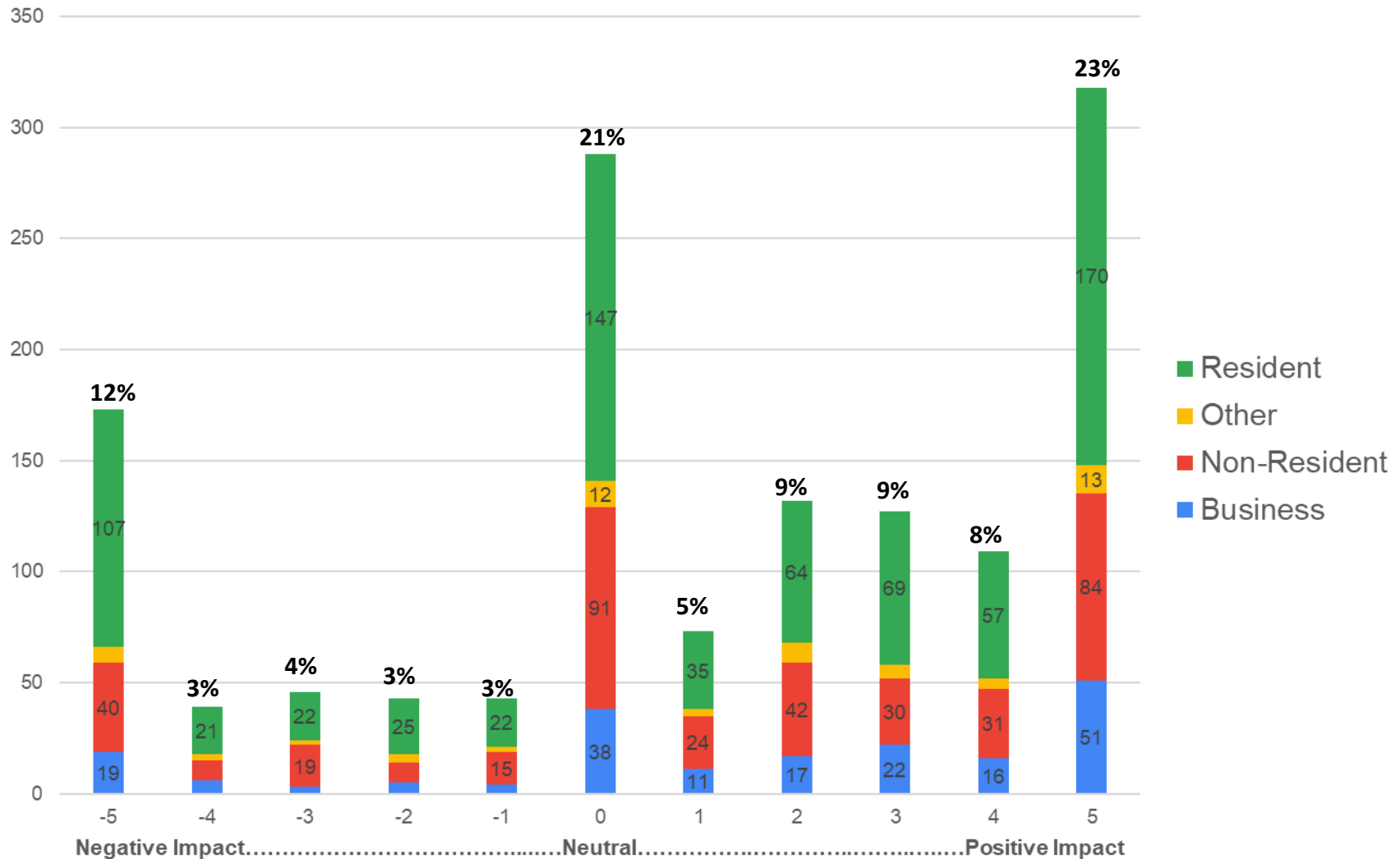


	Negative Impact					Neutral			Positive Impact		
	7	3	2	4	2	12	3	9	6	5	13
Other											
Hotel business owner/operator (Resident)		1	1			3	1		1		4
Hotel business owner/operator (Non-Resident)	1	1				1		2	3	1	3
Non-Resident of Carmel-by-the-Sea	40	9	19	9	15	91	24	42	30	31	84
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	28	6	6	9	3	59	13	20	30	16	51
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	79	15	16	16	19	88	22	44	39	41	119
Employee of a local business (Non-Resident)	4	1	1	1	1	4		2	4	4	11
Employee of a local business (Resident)	5		1	2	2	9	5	7	3	4	16
Commercial property owner (Non-Resident)	1					3			1	1	2
Commercial property owner (Resident)	1					1			3		3
Wine tasting room owner/operator (Non-Resident)						1	1		2	1	
Wine tasting room owner/operator (Resident)		1								1	
Retail business owner/operator (Resident)	4	1				10	2	4	4	3	6
Restaurant business owner/operator (Non-Resident)	1	1		1	1	2	2	2	1		4
Restaurant business owner/operator (Resident)	2			1		4				1	2



Impact Area – Retail Shopping Experience

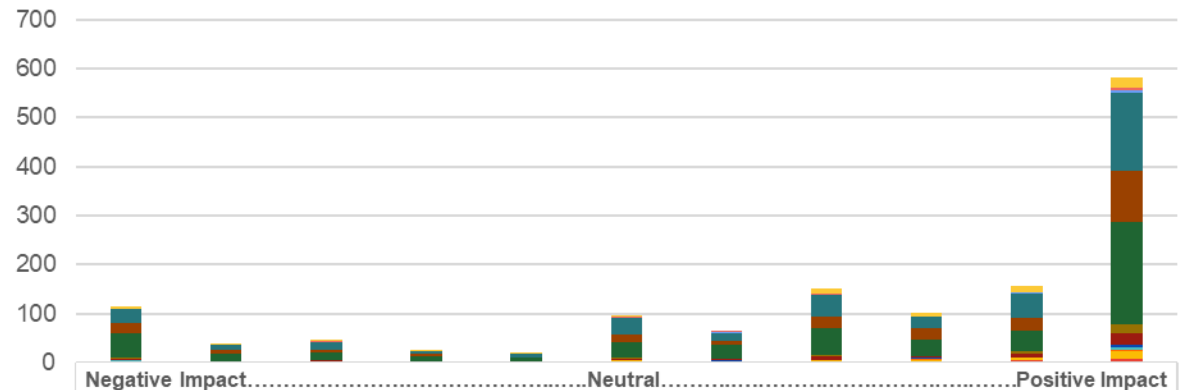
QUESTION 10i - If sidewalk seating/dining is allowed in the future, how do you think the program would impact the retail shopping experience in the City?





Impact Area – Restaurant Dining Experience

QUESTION 10j - If sidewalk seating/dining is allowed in the future, how do you think the program would impact the restaurant dining experience in the City?

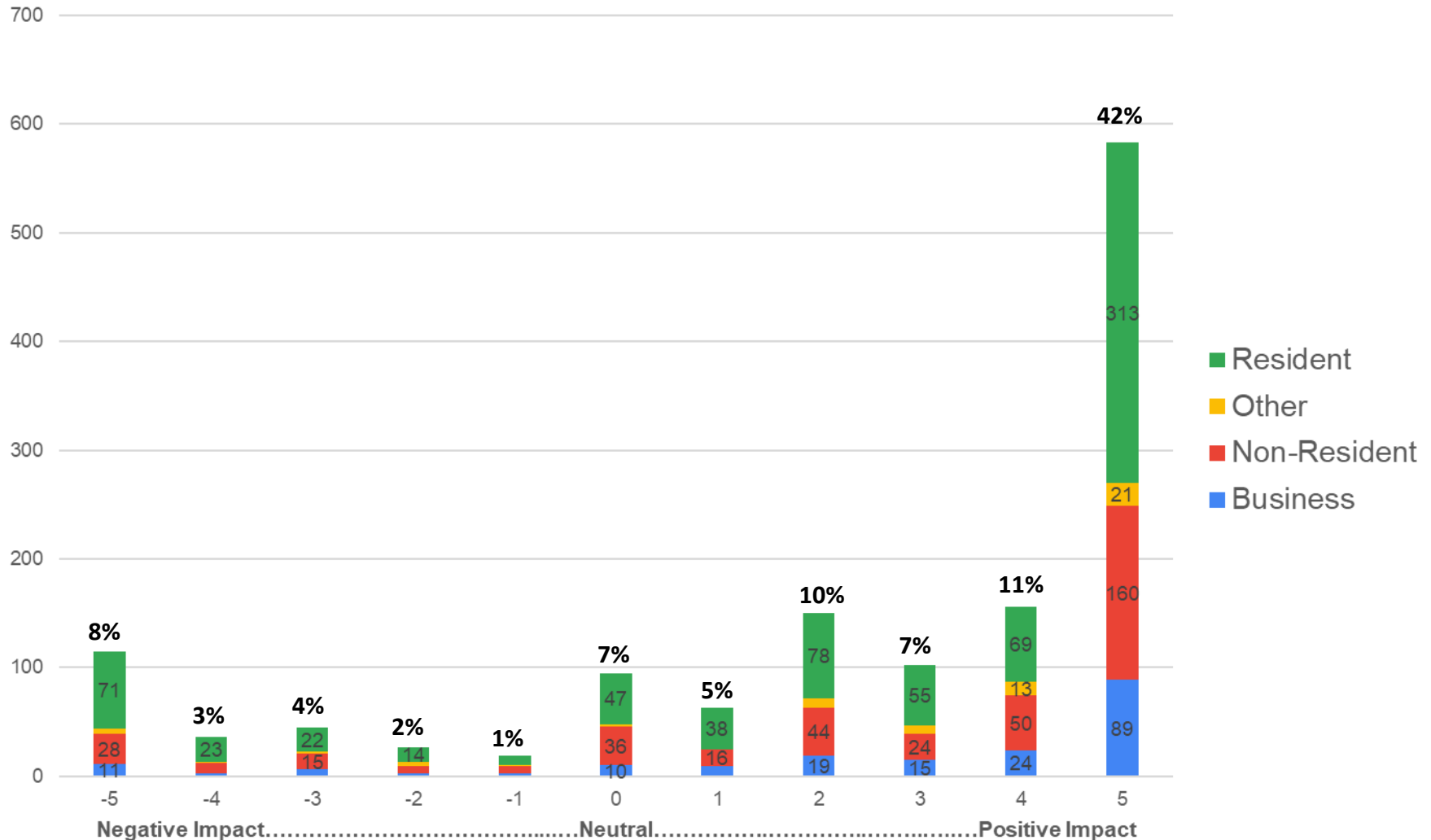


Other	5	1	2	4	1	2		9	8	13	21
Hotel business owner/operator (Resident)			1			1	1	3			5
Hotel business owner/operator (Non-Resident)	1				1		1	1	1	1	6
Non-Resident of Carmel-by-the-Sea	28	9	15	6	6	36	16	44	24	50	160
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	20	8	7	3	1	15	10	24	21	27	105
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	51	15	15	11	8	32	28	54	34	42	208
Employee of a local business (Non-Resident)	2		1	1	2	2		3		5	17
Employee of a local business (Resident)	3		2	1		1	3	6	5	8	25
Commercial property owner (Non-Resident)	1						1		1		5
Commercial property owner (Resident)	1						1		1	1	4
Wine tasting room owner/operator (Non-Resident)						1			1		3
Wine tasting room owner/operator (Resident)						1					1
Retail business owner/operator (Resident)	2	1	2			2		4	4	4	15
Restaurant business owner/operator (Non-Resident)		1				2		2	1	3	6
Restaurant business owner/operator (Resident)	1	1		1			2		1	2	2



Impact Area – Restaurant Dining Experience

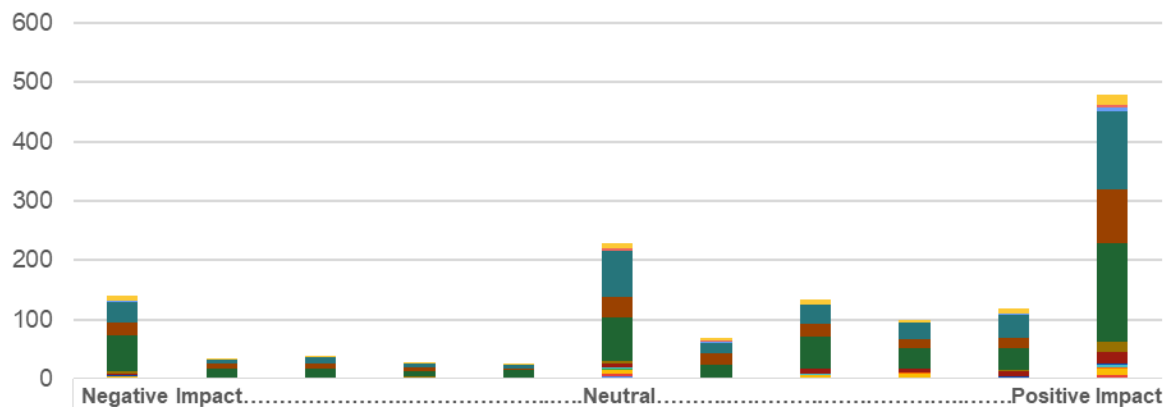
QUESTION 10j - If sidewalk seating/dining is allowed in the future, how do you think the program would impact the restaurant dining experience in the City?





Impact Area – Wine Tasting Experience

QUESTION 10k - If sidewalk seating/dining is allowed in the future, how do you think the program would impact the wine tasting experience in the City?

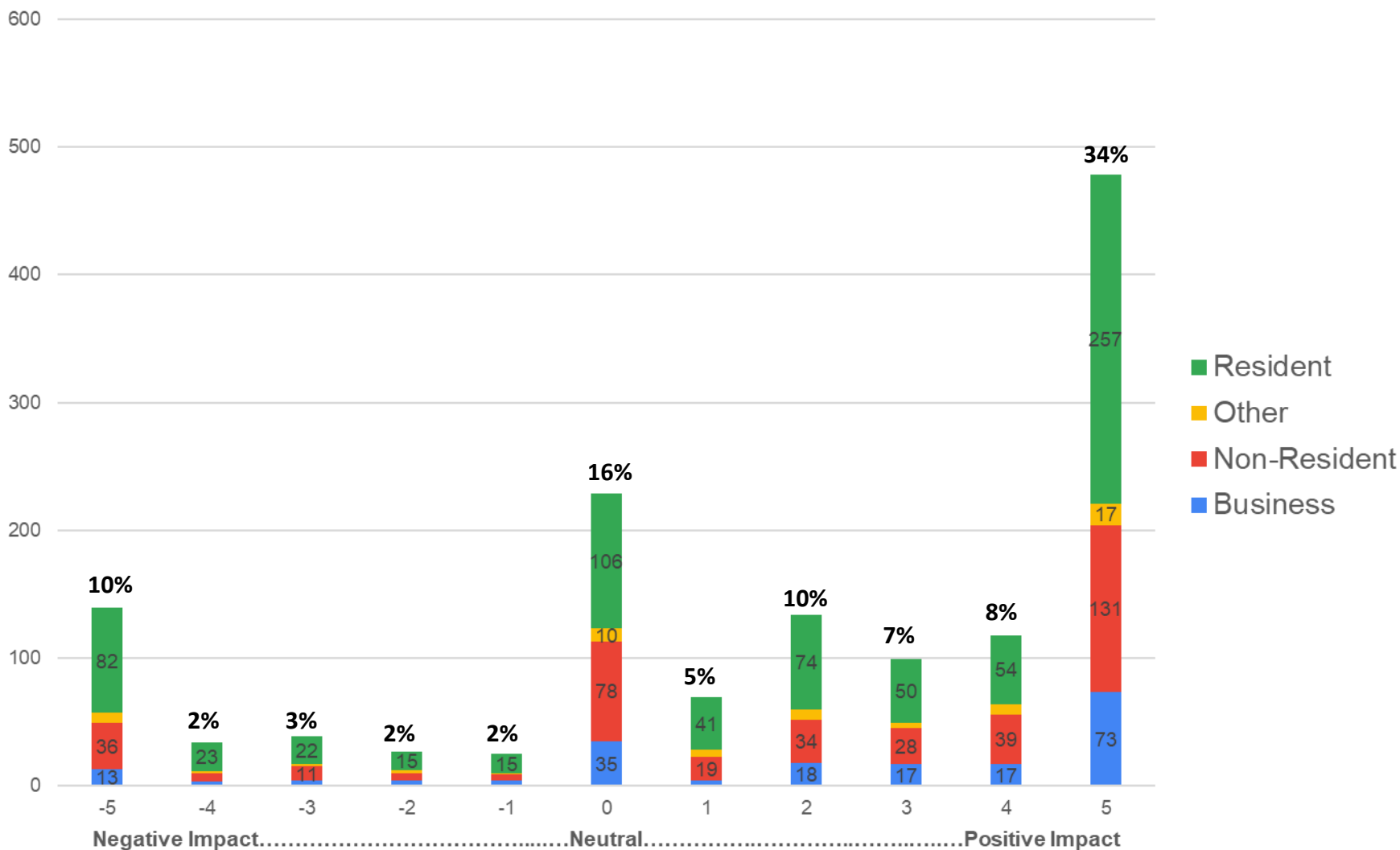


Other	8	1	2	2	1	10	5	8	4	8	17
Hotel business owner/operator (Resident)			1			4	2				4
Hotel business owner/operator (Non-Resident)	1				1		1			2	7
Non-Resident of Carmel-by-the-Sea	36	7	11	6	5	78	19	34	28	39	131
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	20	8	8	6	3	33	18	21	15	18	91
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	62	15	14	9	12	73	23	53	35	36	166
Employee of a local business (Non-Resident)	3		1	1	1	5		2	1	3	16
Employee of a local business (Resident)	3	1		2	1	6		8	5	8	20
Commercial property owner (Non-Resident)	1					1	1		1	1	3
Commercial property owner (Resident)	1			1		1		2			3
Wine tasting room owner/operator (Non-Resident)						2			1		2
Wine tasting room owner/operator (Resident)						1					1
Retail business owner/operator (Resident)	3	1	2			7		3	6	2	10
Restaurant business owner/operator (Non-Resident)		1				4		2	2	1	5
Restaurant business owner/operator (Resident)	1				1	4		1	1		2



Impact Area – Wine Tasting Experience

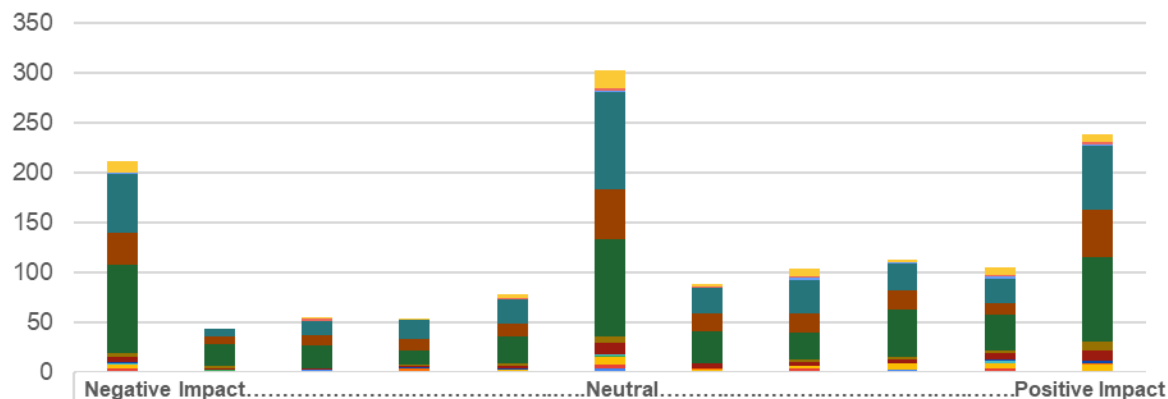
QUESTION 10k - If sidewalk seating/dining is allowed in the future, how do you think the program would impact the wine tasting experience in the City?





Impact Area – Residential Experience

QUESTION 10I - If sidewalk seating/dining is allowed in the future, how do you think the program would impact the residential experience in the City?

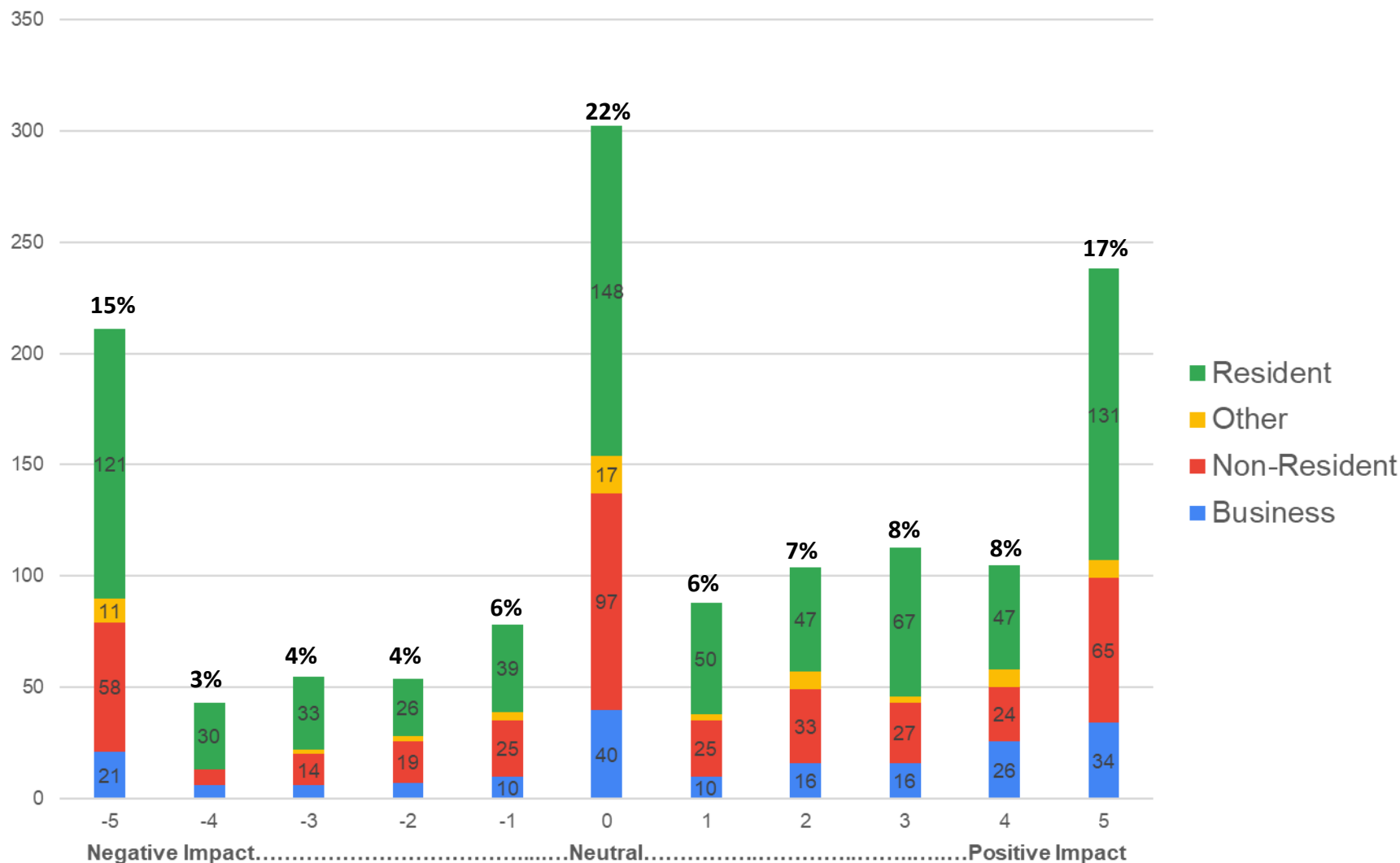


	Negative Impact					Neutral			Positive Impact			
Other	11		2	2	4	17	3	8	3	8	8	
Hotel business owner/operator (Resident)			2		1	3	1	1		1	2	
Hotel business owner/operator (Non-Resident)	2					2		3	1	3	1	
Non-Resident of Carmel-by-the-Sea	58	7	14	19	25	97	25	33	27	24	65	
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	32	8	11	12	13	50	18	19	19	12	47	
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	89	22	22	14	26	98	32	28	48	35	84	
Employee of a local business (Non-Resident)	4	2		1	3	6		2	2	3	10	
Employee of a local business (Resident)	5	2	2	1	3	12	5	4	4	6	10	
Commercial property owner (Non-Resident)	2			1	1					2	2	
Commercial property owner (Resident)	1					1	1		1	3	1	
Wine tasting room owner/operator (Non-Resident)				3			1				1	
Wine tasting room owner/operator (Resident)		1				1						
Retail business owner/operator (Resident)	4	1			1	8	1	2	6	5	6	
Restaurant business owner/operator (Non-Resident)	2			1	1	4	1	4		2		
Restaurant business owner/operator (Resident)	1		2			3			2	1	1	



Impact Area – Residential Experience

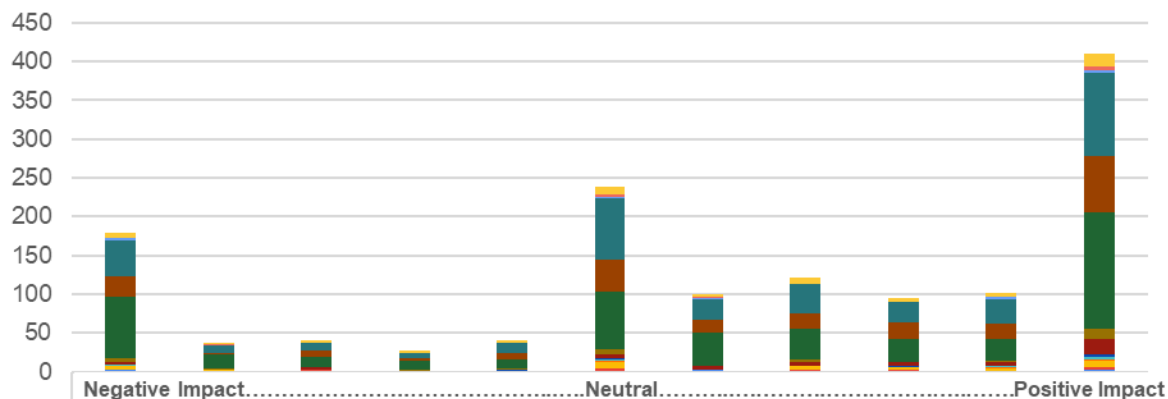
QUESTION 10I - If sidewalk seating/dining is allowed in the future, how do you think the program would impact the residential experience in the City?





Impact Area – Economic Equity

QUESTION 10m - If sidewalk seating/dining is allowed in the future, how do you think the program would impact economic equity in the City?

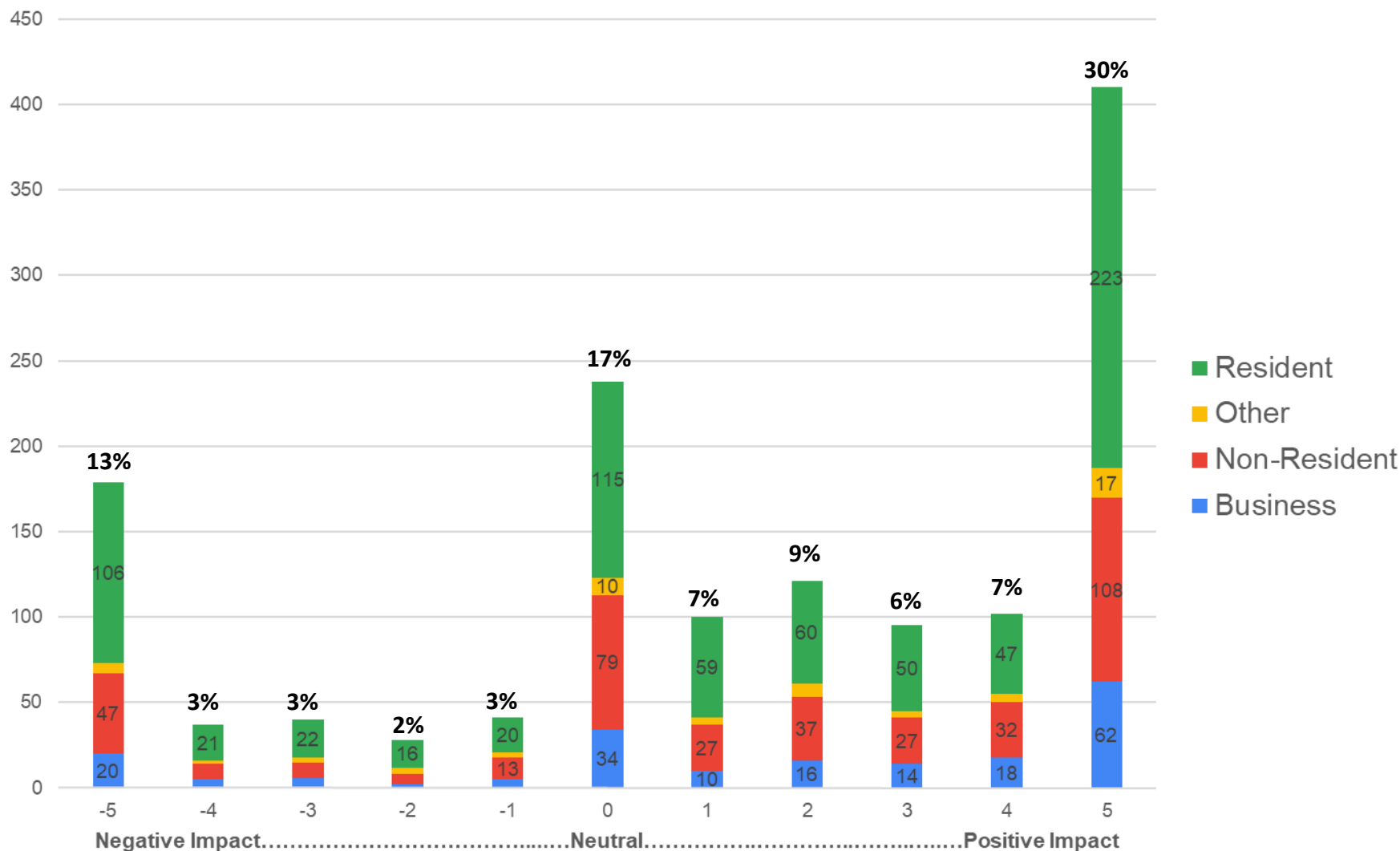


	Negative Impact					Neutral					Positive Impact	
Other	6	2	3	4	3	10	4	8	4	5	17	
Hotel business owner/operator (Resident)	1	1			1	3	1				4	
Hotel business owner/operator (Non-Resident)	2					2	1		1	3	3	
Non-Resident of Carmel-by-the-Sea	47	9	9	6	13	79	27	37	27	32	108	
Part-time resident only of Carmel-by-the-Sea (Less than 6 months per year)	27	3	9	4	8	41	16	21	20	20	72	
Full-time resident only of Carmel-by-the-Sea (More than 6 months per year)	79	18	13	12	12	74	43	39	30	27	151	
Employee of a local business (Non-Resident)	4	1		1	1	7		3		3	13	
Employee of a local business (Resident)	4		3	1	1	5	5	5	6	5	19	
Commercial property owner (Non-Resident)		1			1	1			1		4	
Commercial property owner (Resident)	1					2		1		1	3	
Wine tasting room owner/operator (Non-Resident)						1	1			2	1	
Wine tasting room owner/operator (Resident)	1					1						
Retail business owner/operator (Resident)	4	1	1		1	7		4	3	4	9	
Restaurant business owner/operator (Non-Resident)	1	1	1			4		2	2		4	
Restaurant business owner/operator (Resident)	2		1			1	2	1	1		2	



Impact Area – Economic Equity

QUESTION 10m - If sidewalk seating/dining is allowed in the future, how do you think the program would impact economic equity in the City?





Attachment - 3
City Councilmember
Individual Considerations

Councilmember Baron Comments

Overall

- What is the overall purpose of the new outdoor dining program? Why is the city doing this?

Design

- What are the design standards to which the new outdoor spaces will adhere?
- Will the new outdoor dining spaces be allowed in front of storefronts other than the permittee?
- Are there streets or blocks on which the new outdoor spaces will be forbidden?
- Will the new outdoor spaces be allowed in front of historic buildings?

Logistics

- Who will the permittee be – the restaurant owner or the property owner?
- What will the rent for the various spaces be, and how will it differ from location to location?
- How many restaurants will be involved in the initial rollout, assuming that it's not open to all?
- Assuming that the permittee pays for the site installation, what will the mechanism be for removing the new outdoor dining space if the permittee violates the rules or ceases to pay rent? Will the initial permittee be required to post some sort of bond?

Planning Process

- What is the planning process for the creation of this program?
- How will the following stakeholders be involved?
 - Restaurants
 - Retail establishments
 - Residents
 - Coastal Commission (?)
- Who will pay for the city planning and legal resources required to implement this program?
 - General fund, or rents?
 - What will the rents be used for in the future?
- What is the scope of the planning document (Commercial design guidelines, Municipal code, general plan amendments) that will have to be made?

Councilmember Ferlito Comments

Outdoor Dining

Sending Outdoor Dining to the Planning Commission is premature. Why is it being prioritized above other council priorities before our meeting in March on the Priority List. This is unfair to elevate it above other worthy projects. And, more importantly Outdoor Dining is not an emergency.

We have an opportunity to take a look at our entire commercial district as a whole rather than piece meal. This is especially pertinent with regard to our newly assigned RHNA numbers and the fact that we will need to rezone our commercial area if we are even to meet a fraction of the allotment. The Commercial Guidelines should take priority before Outdoor Dining.

We need to hire a professional company to analyze the traffic, parking, housing, walkability, appearance, bike ability, ADA, and delivery truck issues, etc. This is vitally important to see this as part of a whole and not simply bow to a distraction perpetrated by a handful of restaurants wishing to gain private use of public space. We already have over 30 restaurants with private outdoor dining. Again, this is not an emergency.

We must do this right or risk jeopardizing our entire downtown experience.

Here are a few issues:

Sidewalks must be widened if we are to accommodate cafe style dining anywhere on public property. The Public Right of Way belongs to all of us.

Streets may need to be made one way, or narrowed to one lane or made entirely pedestrian.

Landscaping, art and furniture need to be considered.

ADA accessibility and parking need to be accommodated.

No propane should continue to be allowed for heating purposes. This is a GHG issue. And, a safety issue as well. NYC outlawed the use of propane due to safety issues.

Adding awnings, lighting and electric heating elements need to be carefully considered with regard to historically significant buildings.

Facades of existing buildings must be considered and anything added to the building must enhance and not detract from the building.

Delivery truck issue must have some solutions.

Alcohol served on public property is presently prohibited by existing ordinance and changing this should be taken with the utmost care. We set the rules, not ABC.

Encroachments of private spaces onto public property must be discouraged without adequate and realistic planning and costs. The price of a parking space (revenue it brings in) must be established before any changes.

No outdoor dining should extend beyond the actual business frontage in front of any other buildings or businesses.

Outdoor dining seats have to be balanced and not be in addition to permitted seats indoors. The water issue will reemerge soon.

If a restaurant already has outdoor private space, no additional public space should be granted.

Retail property owners must be respected and should not be impacted by neighboring properties.

DESIGN Matters. Our PC is not in the business of design. We have no actual architects on the PC. This is a great opportunity to contract with a Design team to work on this and our commercial guidelines, downtown housing element and traffic issues as a whole.



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

**February 1, 2022
ORDERS OF BUSINESS**

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Maxine Gullo, Ass't. City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2022-016 Updating the At-Will (Unrepresented) Miscellaneous and Police Management Pay Schedule/Salary Schedule

RECOMMENDATION:

Adopt Resolution No. 2022-016 updating the At-Will (Unrepresented) Miscellaneous and Police Management Pay Schedule/Salary Schedule.

BACKGROUND/SUMMARY:

The City Attorney has drafted a Resolution Authorizing the Mayor to Execute a Fifth Amendment to the City Administrator At-Will Employment Agreement effective October 1, 2021. This is to update the City Administrator's salary range in the At-Will (Unrepresented) Miscellaneous and Police Management Pay/Salary Schedule.

Pursuant to Municipal Code 2.52.520, the City Council adopts the salary resolution, establishing the legal current salary range from the salary schedule for each class of employee position. The City of Carmel-by-the-Sea continues to comply with the regulations of CalPERS Public Employees' Retirement Law (PERL), the salary plan in its entirety will be submitted to Council for approval each time a modification is made or on a calendar/fiscal basis moving forward.

FISCAL IMPACT:

The proposed salary increase in the Fifth Amendment to the City Administrator At-Will Agreement would be a salary increase of \$20,000 and will be absorbed in the current FY 21/22 operating budget.

PRIOR CITY COUNCIL ACTION:

Resolution No. 2016-012: Resolution authorizing the Mayor to execute an Employment Agreement between the City and Chip Rerig

Resolution No. 2017-088: Resolution approving a First Amendment to the City Administrator Employment Agreement

Resolution No. 2018-110: Resolution authorizing the Mayor to execute a Second Amendment to the City Administrator Employment Agreement

Resolution No. 2020-034: Authorizing the Mayor to Execute a Third Amendment to the City Administrator At-Will Employment Agreement Effective June 1, 2020

Resolution No. 2020-077: Authorizing the Mayor to Execute a Fourth Amendment to the City Administrator At-Will Employment Agreement Effective November 1, 2020

ATTACHMENTS:

Attachment 1: Resolution 2022-016 Updating the At-Will Salary Schedule

Attachment 2: Exhibit A

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

RESOLUTION NO. 2022-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA ADOPTING THE AT-WILL CLASSIFICATIONS SALARY PLAN IN ACCORDANCE WITH MUNICIPAL CODE 2.52.520 EFFECTIVE OCTOBER 1, 2021.

WHEREAS, the City of Carmel-by-the-Sea City Administrator is an At-Will (Unrepresented) employee and is not organized or represented for the purposes of meeting and conferring with the City in the areas of salary, benefits, and working conditions; and

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), management 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, Council provided direction to increase the City Administrator salary range; and

WHEREAS, the City Administrator's salary range will increase \$20,000 from \$196,500 to \$215,650 based on the successful annual performance evaluation.

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

Authorize and approve City of Carmel-by-the-Sea current pay rates and ranges (salary schedule) in accordance with municipal code 2.52.520 as of October 1, 2021. **(Exhibit A).**

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 1st day of FEBRUARY, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

SIGNED:

ATTEST:

Dave Potter, Mayor

Yashin Abbas, Interim City Clerk

CITY OF CARMEL-BY-THE-SEA
PAY SCHEDULE FOR AT-WILL (UNREPRESENTED) CLASSIFICATIONS
Effective October 1, 2021

Pending Adoption by City Council February 1, 2022 (Reso#2022-0XX)

Grade	Barg. Unit	Classification	Resolution #	Effective Date	Minimum Annual Salary	Maximum Annual Salary
	ATWILL	City Administrator	2022-XXX	10/1/2021		\$ 216,650.00
1	ATWILL	Assistant City Administrator	2021-077	12/1/2021	\$ 167,416.00	\$ 203,495.00
	ATWILL	Public Safety Director	2021-077	12/1/2021	\$ 167,416.00	\$ 203,495.00
2	ATWILL	Public Works Director	2021-077	12/1/2021	\$ 164,022.00	\$ 199,370.00
	ATWILL	Community Planning and Building Director	2021-077	12/1/2021	\$ 164,022.00	\$ 199,370.00
3	ATWILL	Director of Budgets and Contracts	2021-077	12/1/2021	\$ 144,795.00	\$ 176,000.00
	ATWILL	Library and Community Activities Director	2021-077	12/1/2021	\$ 144,795.00	\$ 176,000.00
4	AT WILL	Finance Manager	2021-077	12/1/2021	\$ 131,221.00	\$ 159,500.00
	AT WILL	Human Resources Manager	2021-077	12/1/2021	\$ 131,221.00	\$ 159,500.00
	ATWILL	Information Services/Network Manager	2021-077	12/1/2021	\$ 131,221.00	\$ 159,500.00
	ATWILL	City Clerk	2021-077	12/1/2021	\$ 131,221.00	\$ 159,500.00
	ATWILL	Police Commander	2021-077	12/1/2021	\$ 131,221.00	\$ 159,500.00
5	AT WILL	Environmental Compliance Manager	2021-077	12/1/2021	\$ 108,388.00	\$ 131,726.00
	AT WILL	Project Manager	2021-077	12/1/2021	\$ 108,388.00	\$ 131,726.00
	ATWILL	Building Official	2021-077	12/1/2021	\$ 108,388.00	\$ 131,726.00
6	ATWILL	Senior Human Resources Analyst	2021-077	12/1/2021	\$ 89,390.00	\$ 111,909.00
7	ATWILL	Deputy City Clerk	2022-008	1/4/2022	\$ 77,212.80	\$ 93,844.00
	AT WILL	Administrative Analyst	2022-008	1/4/2022	\$ 77,212.80	\$ 93,844.00
8	ATWILL	Executive Assistant*	2022-008	1/4/2022	\$ 77,664.00	\$ 84,000.00
9	ATWILL	Administrative Technician	2022-008	1/4/2022	\$ 65,596.65	\$ 79,768.50

Notes:

**This classification will be eliminated from the Unrepresented classifications through attrition.*

Resolution #2022-088 adopted January 1, 2022

Resolution #2021-077 adopted December 7, 2021

Resolution #2020-073 adopted November 3, 2020