



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

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

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

REGULAR MEETING Tuesday, January 10, 2023

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

To that end, this meeting will be held via teleconference and in-person in the City Council Chambers at City Hall located on Monte Verde Street between Ocean and Seventh Avenue. To participate via teleconference click the following link to attend via Zoom (or copy and paste link in your browser): <https://ci-carmel-ca-us.zoom.us/j/82365847790> Meeting ID: 823 6584 7790 Passcode: 150880 Dial-in (253) 215-8782

The COVID-19 Community Level for Monterey County as of the date of this agenda posting on January 4, 2023, is **MEDIUM**. Per Urgency Ordinance 2022-006, wearing a face mask to attend a meeting of a legislative body inside a City facility is **REQUIRED**, regardless of vaccination status, when the community level is medium or high. Seating will be limited and available on a first come first served basis.

OPEN SESSION 4:30 PM

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC APPEARANCES

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

ANNOUNCEMENTS

- A. City Administrator Announcements
- B. City Attorney Announcements
- C. Council Member Announcements

CONSENT AGENDA

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

1. December 6, 2022 Regular Meeting Minutes, and December 13, 2022 Special Meeting Minutes
2. November 2022 Check Register Summary
3. November 2022 Monthly Reports
4. Resolution 2023-002, authorizing the City Administrator to execute a Professional Services Agreement with Jayson Architecture, for an amount not to exceed \$55,000, for the Library Master Plan Project
5. Resolution 2023-003 to extend purchase contract with AXON for Police Body Cameras and related equipment and services
6. Adopt Resolution 2023-006 appointing Councilmember Baron as the Policy Board Primary for the Central Coast Community Energy (CCCE)
7. Resolution 2023-008, Proclaiming the Continuing Need to Meet by Teleconference Pursuant to Government Code Section 54953 (e)

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. Consideration of a request from the Carmel-by-the-Sea Rotary Club to install up to two (2) Rotary International signs at the entrance(s) of the City.
9. Resolution 2023-004, awarding a Professional Services Agreement to BKF Engineers for the Concrete Streets Repair Project for a not-to-exceed fee of \$214,667
10. Resolution 2023-005 confirming Councilmember appointments to outside agencies
11. Receive an after action on Third Thursday and an update on the Farmers' Market and consideration of a Resolution 2023-007 authorizing the consumption of alcohol at the Farmers' Market Third Thursday events in 2023

PUBLIC HEARINGS

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

December 6, 2022

FUTURE AGENDA ITEMS

ADJOURNMENT

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

SPECIAL NOTICES TO PUBLIC

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



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

January 10, 2023
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: December 6, 2022 Regular Meeting Minutes, and December 13, 2022 Special Meeting Minutes

RECOMMENDATION:

Approve Draft Minutes.

BACKGROUND/SUMMARY:

The City Council routinely approves minutes of its meetings.

FISCAL IMPACT:

None.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

Attachment 1) December 6, 2022 Regular Meeting Minutes
Attachment 2) December 13, 2022 Special Meeting Minutes

**CITY COUNCIL
REGULAR MEETING
December 6, 2022
4:30 p.m.**

OPEN SESSION

CALL TO ORDER AND ROLL CALL

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

Councilmembers Ferlito, Theis, Richards and Mayor Potter were present.

Councilmember Baron arrived at the dais at 5:13 p.m.

PLEDGE OF ALLEGIANCE

Councilmember Theis led the pledge of allegiance.

EXTRAORDINARY BUSINESS

A. Statement of Support for the Guard and Reserve

Mayor Pro Tem Richards read the Certificate of Support for the Guard and Reserve and thanked Facilities Maintenance Specialist Leo Hernandez for his service as an Army National Guard Reserve.

PUBLIC APPEARANCES

Patrick Ferguson addressed the Council regarding his dismay that MST has canceled bus route #11 from Seaside/Sand City to Carmel beginning Saturday. Christy Hollenbeck addressed the Council regarding Stop Cell Towers' support of a strongly written wireless ordinance that protects the residents. A Carmel student voiced support of Carmel Cares. A Carmel resident thanked Councilmember Theis for her service. Victoria Beach thanked the community for their outpouring of support in hosting a refugee family from Ukraine. Nancy Twomey thanked City staff, volunteers, and the community for a successful tree-lighting event last Friday. Parker Logan addressed the Council regarding the Parklet funds that the City collected and the RHINA allocation for Carmel.

ANNOUNCEMENTS

A. City Administrator Announcements - Thanked all City Staff that kept the City safe and pulled off a fantastic tree lighting event on December 2nd that was well attended and received. He spoke about the Rotary Club Fundraiser and was proud to see the community support for the refugee family from Ukraine. He announced the Special Meeting on December 13th to swear in Councilmembers Dramov, Baron, and Mayor Potter.

B. City Attorney Announcements - No reports.

C. Councilmember Announcements -

Councilmembers Ferlito and Theis - No reports; thanked City Staff for the wonderful tree lighting event.

Mayor Pro Tem Richards and Mayor Potter - No reports, thanked City Staff as well for the tree lighting event.

CONSENT AGENDA

Public Comment: None

Motion by Mayor Pro-Tem Richards to approve Consent Agenda items 1-10, seconded by Councilmember Ferlito, and adopted 4-0-1-0 by the following roll call vote:

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

NOES: None

ABSENT: Councilmember Baron

ABSTAIN: None

1. October 27, 2022, Special Meeting Minutes, November 1, 2022, Regular Meeting Minutes, and November 9, 2022, Special Meeting Minutes
2. October 2022 Check Register Summary
3. October 2022 Monthly Reports
4. Resolution 2022-100, Proclaiming the Continuing Need To Meet By Teleconference Pursuant To Government Code Section 54953 (e)
5. Resolution 2022-101, Authorizing the City Administrator to execute a Professional Services Agreement with Bureau Veritas North America, for Facilities Condition Assessments of four City buildings, for a not-to-exceed fee of \$56,518
6. Resolution 2022-102, Authorizing the City Administrator to execute a Professional Services Agreement with FE Technologies for RFID and Self-Service Technology Systems and Software
7. Adopt Resolution 2022-103, Authorizing and approving pay rates and ranges (salary schedules) for the following: 1) Pay Schedule for At-Will (Unrepresented) classifications, 2) Pay Schedule for Management Employees Unit (affiliated unit of LiUNA) classifications; 3) Pay Schedule for General Employees Unit (affiliated unit of LiUNA) classifications
8. Resolution 2022-104, Authorizing a refund of Design Study (DS 22-140) and Lot Merger (LM 22-141) application fees of \$4,653.75 to Eric Miller
9. Second Reading and Adoption of Ordinance 2022-004 amending Carmel Municipal Code (CMC) Title 15 (Buildings and Construction) by adopting the 2022 editions of the California Building (CBC), Residential (CRC), Energy (CEnC), Fire (CFC), Mechanical (CMC), Plumbing (CPC), Electrical (CEC), Green Building Standards (CGBSC), Historic Building (HBC), and Existing Building Codes (EBC) with local amendments

10. Second Reading and Adoption of Ordinance 2022-005 Amending Section 2.74.010(B) of the Carmel-by-the-Sea Municipal Code Related to Board Member Qualifications for the Historic Resources Board

ORDERS OF BUSINESS

11. Resolution 2022-105, Accepting donations from Carmel Cares, an official City Support Group, and approving a Budget Amendment to the Fiscal Year 2022/23 Adopted Budget

Dale Byrne from Carmel Cares gave a presentation to Council. Council thanked Mr. Byrne for all of the support they have given to the City of Carmel. Councilmember Ferlito said Carmel Cares is a great example of a public-private partnership and the creation of community relationships.

Public Comment:

Lucinda Lloyd addressed the Council in support of the Resolution.

Motion by Councilmember Theis, to adopt Resolution 2022-105, seconded by Councilmember Ferlito, and adopted 4-0-1-0 by the following roll call vote:

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

NOES: None

ABSENT: Councilmember Baron

ABSTAIN: None

Councilmember Baron arrived at the dais at 5:13 p.m.

12. Resolution 2022-106, Authorizing the City Administrator to execute a Professional Services Agreement with Wald, Ruhnke & Dost Architects, for preparation of a Functional Program Report and Schematic Design for the expanded scope of the Police Building Renovation Project

City Administrator Rerig gave a brief summary of the item.

Councilmember Baron spoke about the different iterations of the Police Department (PD) renovation that has increased over the last 5 years from \$1M to now \$3.3M project and said he does not support the current project scope at this time. He asked that Council consider whether the project should take a step back and conduct an analysis of the PD and all City facility buildings within the area. Mayor Potter voiced agreement with much of what Councilmember Baron brought up and suggested creating an ad-hoc committee consisting of himself, Councilmember Baron, and key staff to provide direction and leadership on the project and scope. Councilmember Ferlito said she would like to hear from Police Chief Ward about the current Police building deficiencies. Councilmember Theis said that expanding the project to include other City facilities surrounding the Police Department, would make the scope even larger than it currently is and delay the PD renovations further.

City Administrator Rerig said that the PD renovation is one of the most important CIP projects the City currently has, and the PD runs 24-7 and needs to have a working facility. Fred Meuer and Public Works Director Bob Harary gave a presentation on the item and answered questions from Council. Police Chief Ward spoke about the top concerns, deficiencies, and needs of the police department building.

Public Comment:

Alissandra Dramov spoke in support of the Council creating an ad-hoc committee to re-evaluate the project and think big and long term. Dale Byrne commented that there have been several studies done and no progress made to complete the project.

Council discussion resumed. Resolution 2022-106 failed due to lack of motion.

Motion by Mayor Pro Tem Richards to create a Police Department Renovation ad hoc committee, consisting of Mayor Potter, Councilmember Baron, and key staff to develop a preliminary plan and project scope for the Police Department building, and consider possible master plan for the NE corner building use, and return with an update for Council in March 2023. Motion seconded by Councilmember Theis, and carried 5-0-0-0 by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

13. Resolution 2022-107, Establishing the meeting dates of the City Council for the calendar year 2023

City Clerk Romero gave a brief overview of the item.

Public Comment: None

Motion by Mayor Pro Tem Richards to adopt Resolution 2022-107, seconded by Councilmember Baron, and adopted 5-0-0-0 by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

Council took a recess from 6:13 to 6:25 p.m.

14. Consider requests and recommendations from the Steering Committee regarding the Design Traditions 1.5 Project

Community Planning and Building Director Swanson gave a brief overview of the item. Nore Winter, Design Consultant, and Victoria Beach, Design Traditions 1.5 Committee Chair, addressed the Council and answered questions.

Public Comment:

Maryanne Shaker Townsend requested that Council authorize hiring a landscape architect for this project. Don Goodhue said that the committee would like to have some input in the selection of the landscape architect. Neal Kruse said he is pleased with the Design Traditions Committee's progress. Richard Kreitman and Karyl Hall addressed the Council and said that landscaping cannot hide bad architectural design.

Council discussion resumed.

Motion by Mayor Potter, directing staff to stay on board with the plan, timeline, and scope of Nore Winter Co, to create a Landscape Ordinance for Council by June 2023, and for Council to approve an RFP to hire a landscape architect by February, seconded by Mayor Pro Tem Richards, and approved by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

PUBLIC HEARINGS

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

Mayor Potter stated that this item has been recommended for a continuance to January 2023.

Public Comment:

Andreas Macsen spoke in favor of continuing the item to allow time for discussion.

Adam Pinterits spoke in favor of continuing this item and gathering public input.

Anne Cocklin spoke in favor of continuing this item.

Simon Bull spoke in favor of continuing this item for future discussion.

Motion by Councilmember Baron, to leave the public hearing open and continue Ordinance 2022-007 to January 10, 2023, seconded by Councilmember Ferlito, and approved 5-0-0-0 by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

16. Consider Resolution 2022-108, Approving the Historic Context Statement Update for the 1966-1986 time period

Katherine Wallace, Associate Planner, gave a brief presentation on the item and answered questions from staff.

Public Comment:

None

Motion by Mayor Pro Tem Richards to adopt Resolution 2022-108, seconded by Councilmember Ferlito, and adopted 5-0-0-0 by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

17. Consideration of a Mills Act Contract Application, MA 21-238 (L' Auberge Carmel Hotel), submitted by Mr. David Fink on behalf of Esperanza Carmel Commercial, LLC for the L' Auberge Carmel Hotel located on Monte Verde Street 2 northeast of 7th Avenue in the Residential and Limited Commercial (RC) Zoning District - Applicant request for continuance to a date uncertain

Mayor Potter and Mayor Pro Tem Richards recused themselves for this item due to proximity and left the dais at 8:03 pm.

Acting Mayor Theis opened the public hearing. Community Building and Planning Director Swanson said that the applicant has requested a continuance of this item, and staff is seeking direction from Council.

Public comment:

Mr. Barlow addressed the Council on behalf of the applicant, in favor of continuing the item.

Motion by Councilmember Baron to keep the public hearing open, continue this item to March 7, 2023, to give the applicant additional time to provide the financial information requested, seconded by and approved 3-0-0-2 by the following roll call vote:

AYES: Councilmembers Baron, Ferlito, and Theis

NOES: None

ABSENT: None

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

FUTURE AGENDA ITEMS

Strategic planning update.

ADJOURNMENT

Council adjourned the meeting at 8:15 PM

APPROVED:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk

**CITY COUNCIL
SPECIAL MEETING
December 13, 2022
4:30 PM**

OPEN SESSION

CALL TO ORDER AND ROLL CALL

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

PLEDGE OF ALLEGIANCE

Councilmember Theis led the pledge of allegiance.

PUBLIC APPEARANCES

None.

ORDERS OF BUSINESS

1. Resolution 2022-109 declaring the results of the General Municipal Election held in the City of Carmel-by-the-Sea on November 8, 2022; and the appointment of Mayor Pro Tempore for 2023

Mayor Potter appointed Bobby Richards as the Mayor Pro Tem for 2023.

Public comment: none

Motion by Councilmember Theis to adopt Resolution 2022-109, seconded by Mayor Pro Tem Richards, and approved 5-0-0-0 with the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

EXTRAORDINARY BUSINESS

A. Remarks by outgoing Councilmember Carrie Theis

Councilmember Theis addressed the Council and public.

B. Administer Oath of Office to Dave Potter, Jeff Baron, and Alissandra Dramov

City Clerk Romero conducted the oath of office for Mayor Dave Potter and Councilmembers Dramov and Baron.

C. Remarks by newly sworn Mayor and/or members of the City Council

Councilmembers Baron, Dramov, and Mayor Potter addressed the Council and public.

ADJOURNMENT

Council adjourned the meeting at 4:56 pm.

APPROVED:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

January 10, 2023
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: November 2022 Check Register Summary

RECOMMENDATION:

Approve the check register for November 2022.

BACKGROUND/SUMMARY:

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

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

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

FISCAL IMPACT:

The check register summary for November, 2022 totals \$1,649,135.82.

PRIOR CITY COUNCIL ACTION:

Council ratified the October 2022 check register its December 6, 2022 regular meeting.

ATTACHMENTS:

Attachment 1) November Check Register Summary

November 2022 Check Register

Attachment 1

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 000				
50156	Division of the State Architect	Remittance DSA 786 Jul-Sep 2022	11/01/2022	652.40
50244	Dept of Health Care Services-Accounting/C.	GEMT QAF Q4 2021	11/22/2022	6,583.74
50269	Visit Carmel	CRID Remittance Jul-Sep 2022	11/22/2022	74,559.37
Total for Department: 000				81,795.51
Department: 110 City Council				
50201	PadreParents-Sober Grad	Council Community Promotion Grant FY 22-23	11/16/2022	3,000.00
50202	Peninsula Messenger LLC	Mail service sorting and delivery	11/16/2022	4,560.00
50257	Pacific Repertory Theatre	Discretionary grant FY 22-23	11/22/2022	3,000.00
Total for Department: 110 City Council				10,560.00
Department: 111 City Administration				
50150	AT&T	Telephone service citywide	11/01/2022	2,926.43
50151	Benefit Coordinators Corporation (BCC)	Dental and vision premiums Oct 2022	11/01/2022	1,545.45
50153	Carmel Pine Cone	Legal noticing	11/01/2022	660.00
50155	Copies By-The-Sea	Agenda printing services	11/01/2022	888.20
50157	Image Sales	Employee ID Badges	11/01/2022	35.41
50158	Iron Mountain	Records storage service	11/01/2022	378.24
50159	Municipal Resource Group, LLC	City manager evaluation services	11/01/2022	3,656.25
50160	Office Depot, Inc.	Business office supplies-Admin/Finance	11/01/2022	172.65
50163	Sprint	Cell service fees, usage and purchases	11/01/2022	29.99
50164	T-Mobile	Monthly cell service, usage and purchases	11/01/2022	1,463.54
50165	Universal Staffing Inc	Temporary staffing services:Front desk, City Hall	11/01/2022	2,318.00
50166	Verizon Wireless	Cell phone usage and sales	11/01/2022	326.99
50173	Amazon Web Services Inc	Data and cloud storage fees	11/16/2022	881.96
50183	Copies By-The-Sea	Agenda printing services	11/16/2022	788.13
50187	Digital Deployment	Website support agreement:Maint, training, security and updates	11/16/2022	700.00
50193	Image Sales	Employee ID Badges	11/16/2022	23.11
50197	Nova Romero	Election night refreshments	11/16/2022	291.02
50198	Office Depot, Inc.	Business office supplies-Admin/Finance	11/16/2022	604.73
50213	Universal Staffing Inc	Temporary staffing services:Front desk, City Hall	11/16/2022	2,318.00
50227	Alhambra	Water service City Hall	11/22/2022	126.04
50234	Carmel Pine Cone	Legal noticing	11/22/2022	810.00
50237	Comcast	City Hall business cable service	11/22/2022	161.22
50238	Comcast Business	NonNGEN internet and recurring charges	11/22/2022	644.82
50254	Municipal Resource Group, LLC	Consulting services: Consolidation / Parking	11/22/2022	11,720.00
50255	Office Depot, Inc.	Business office supplies-Admin/Finance -return	11/22/2022	181.81
50259	Robert Half	Temporary payroll assistance services	11/22/2022	18,669.69
50264	Toshiba Financial Service	Copier use Business office	11/22/2022	373.06
50267	US Bank	Librarian II recruitment ad	11/22/2022	199.00
50267	US Bank	Grasings: Chip Rerig & Police Chief Bus. Meeting	11/22/2022	81.14
50267	US Bank	FAS Training: The Public Employment Relations Board (PERB) Academy	11/22/2022	475.00
50267	US Bank	FAS Training: Calcities Registration 2022 City Clerks New Law and Elections Seminar	11/22/2022	500.00
50267	US Bank	FAS Election expenses: Election day celebration supplies	11/22/2022	97.61
50267	US Bank	IT Training: Grasings & Bruno Market	11/22/2022	650.30
50267	US Bank	IT Telephone Expense: Junction Networks, Inc.	11/22/2022	1,594.74
50267	US Bank	IT Subscriptions: Freshworks, Inc., Zoom, Microsoft, Google, Adobe, Backblaze	11/22/2022	1,461.51
50267	US Bank	HR Subscriptions : Metro Fax	11/22/2022	11.95
50267	US Bank	IT Equipment purchases: Amazon & Potter Electronics	11/22/2022	301.72
50267	US Bank	IT Telephone Expense: Junction Networks, Inc.	11/22/2022	1,963.97
50267	US Bank	HR Subscriptions: Metro Fax	11/22/2022	11.95
50267	US Bank	IT Training: ICMA Online	11/22/2022	200.00
50267	US Bank	IT Subscriptions: MISAC, Freshworks, Inc., Zoom, Microsoft, Google, Adobe	11/22/2022	1,347.53
50267	US Bank	IT Subscriptions	11/22/2022	11.95
50273	Zoom Imaging Solutions, Inc.	Business office copier usage fees	11/22/2022	483.40
Total for Department: 111 City Administration				62,086.51
Department: 112 City Attorney				
50261	Sloan Sakai Yeong & Wong	Legal services: Personnel Classification studies	11/22/2022	1,759.13
Total for Department: 112 City Attorney				1,759.13
Department: 115 Community Planning & Building				
50175	Aron Campbell	Reimburse for boots	11/16/2022	176.98
50235	Carmel Towing & Garage	FY 22-23: Code Compliance Dept. - Gas & Oil	11/22/2022	95.00
50240	CSG Consultants, Inc.	FY 22-23: Building Dept. - Plan Review Svcs.	11/22/2022	502.50
50242	De Lage Landen Financial	FY 22-23: Planning Dept. - Financial Svcs.	11/22/2022	202.11
50245	Engineered Fire Systems	FY 22-23: Fire Inspection Plan Reviews	11/22/2022	812.50

50246	FedEx	FY 22-23: Planning Dept. - Shipping Fees, Volume Studies	11/22/2022	12.84
50267	US Bank	CIP Project: Scanning & digitizing	11/22/2022	373.44
50267	US Bank	Building Code Books	11/22/2022	1,924.91
50271	Winter and Company	Design Traditions 1.5 Project	11/22/2022	17,620.00

Total for Department: 115 Community Planning & Bu 21,720.28

Department: 116 Police

50151	Benefit Coordinators Corporation (BCC)	Dental and vision premiums Oct 2022	11/01/2022	241.90
50152	Caltronics/J.J.R Enterprises. Inc	Police Dept copier usage fees	11/01/2022	103.35
50167	When to Work	Online Scheduling services 3 mo beginning 11/3/22	11/01/2022	88.00
50185	De Lage Landen Financial	Police Dept copier lease	11/16/2022	161.70
50195	Mission Linen Service	Fire Dept laundry service	11/16/2022	151.72
50207	Same Day Shred	PD-Document shredding services	11/16/2022	45.00
50210	Silke Communications	PD Radio repairs and maintenance	11/16/2022	488.20
50212	United Public Safety, Inc	Ticketing Platform for PD:Hardware, software, tech support and d	11/16/2022	49.83
50227	Alhambra	Water service-PD	11/22/2022	221.74
50228	AT&T/FirstNet	PD Wireless services	11/22/2022	89.40
50229	Axon Enterprise, Inc	PD: Bundled services Tech Assurance-Body Cameras	11/22/2022	15,752.68
50231	Business Radio Licensing	FCC License renewal	11/22/2022	50.00
50235	Carmel Towing & Garage	Police Dept-Fuel expense	11/22/2022	4,772.84
50239	Community Hospital of the Monterey Penin:	Testing services for Police Dept	11/22/2022	27.00
50243	Department of Justice/Accounting Office	PD:Fingerprinting services	11/22/2022	81.00
50250	Lemos Service Inc	Police Dept auto repairs	11/22/2022	86.54
50253	Monterey Tire Service Inc	PD-New tire purchase and installation	11/22/2022	1,367.93
50258	PCS Mobile	Route 1- PD managed subscription	11/22/2022	10,019.31
50263	Summit Uniforms	PD Uniform purchases	11/22/2022	141.09
50265	Transunion Risk & Alterna	PD: Monthly fee for information services	11/22/2022	75.00
50266	Uretsky Security	Professional services: Background investigations for PD	11/22/2022	2,630.63
50268	Veritas CVSA Truth Verification Services	PD: Professional services	11/22/2022	700.00

Total for Department: 116 Police 37,344.86

Department: 117 Fire

50149	Alhambra	Water service Fire Dept	11/01/2022	174.57
50154	City Of Monterey	FY 2022-23 Monthly fee:Interim Fire Admin/Emerg Incident Mgmt	11/01/2022	236,620.21
50174	American Supply Company	Housekeeping supplies-Fire Dept	11/16/2022	612.89
50181	City Of Monterey	Fire services FY 2022 actual services-Tru-up	11/16/2022	162,284.60
50195	Mission Linen Service	Fire Dept laundry service	11/16/2022	121.09
50233	Caltronics/J.J.R Enterprises. Inc	Fire Dept copier usage fees	11/22/2022	13.18
50235	Carmel Towing & Garage	Fire Dept gas expense (E15)	11/22/2022	808.59
50236	City Of Monterey	FY 22-23 Fire Dept vehicle repairs	11/22/2022	821.79
50252	Mission Linen Service	Fire Dept laundry service	11/22/2022	270.94

Total for Department: 117 Fire 401,727.86

Department: 118 Ambulance

50154	City Of Monterey	FY 2022-23 Ambulance Administration fee	11/01/2022	1,996.96
50162	Peninsula Welding & Medical Supply, inc.	Ambulance Dept-Oxygen/hazardous materials transport service	11/01/2022	34.81
50184	Cypress Coast Ford/Lincoln	Ambulance vehicel repairs	11/16/2022	532.20
50196	Myles Routh	Refund Paramedic License fee	11/16/2022	250.00
50203	Peninsula Welding & Medical Supply, inc.	Ambulance Dept-Oxygen/hazardous materials transport service	11/16/2022	90.30
50230	Bound Tree Medical LLC	Medical supplies	11/22/2022	3,211.80
50235	Carmel Towing & Garage	Amb Dept gas expense (7166)	11/22/2022	1,269.59
50241	David Jedinak	Reimburse for Paramedic license renewal	11/22/2022	250.00
50242	De Lage Landen Financial	Ambulance Copier lease	11/22/2022	71.01
50272	Wittman Enterprises, LLC	Ambulance billing service	11/22/2022	3,723.95

Total for Department: 118 Ambulance 11,430.62

Department: 119 Public Works

50141	Carmel Cares-Dale Byrne, President	Fiscal Impact Landscaping -4 months on Scenic PW	11/01/2022	8,000.00
50142	Cintas Corporation	PW Uniform Service 21/22 FY	11/01/2022	181.27
50144	Granite Rock Company	PW Streets-Supplies	11/01/2022	575.69
50145	Sara Davis	Work boots reimbursement per MOU	11/01/2022	189.00
50146	Scarborough Lumber & Building	Supplies for Forestry Division	11/01/2022	28.84
50147	Tope's Tree Service Inc.	Trees for City locations 10/6/22 #29635	11/01/2022	8,163.68
50148	US Bank	Delineators	11/01/2022	467.03
50149	Alhambra	Water for PW Department FY 21/22	11/01/2022	123.37
50171	Agnes Martelet	Reinbursement for conference travel	11/16/2022	121.77
50172	Airtec Inc	HVAC work for City Facilities	11/16/2022	1,782.91
50177	Caltronics/J.J.R Enterprises. Inc	Copier Contract PUBLIC WORKS - FY22/23	11/16/2022	258.86
50178	Carmel Area Wastewater District	Vactor CDS cleaning FY 22-23 contract	11/16/2022	5,495.36
50180	Cintas Corporation	PW Uniform Service 21/22 FY	11/16/2022	154.98
50182	Coastal Fabrication Company Inc	Replace expanded metal BBQ grates- 10/25/22 #22398	11/16/2022	240.14
50185	De Lage Landen Financial	PW Copier monthly lease-	11/16/2022	205.40
50186	Devil Mountain Wholesale Nursery	trees and supplies for various City locations.	11/16/2022	9,011.48

50188	Ennis-Flint Inc	3 thermoplastic Motorcycle legends	11/16/2022	600.80
50189	Ferguson Enterprises, Inc.	Plumbing supplies for city facilities	11/16/2022	203.20
50192	Granite Construction Company	PW Streets - Asphalt	11/16/2022	493.90
50194	John Ley's Tree Service	Tree work as directed by City Forester	11/16/2022	2,040.00
50205	Pureserve Building Service	Janitorial services	11/16/2022	21,141.35
50208	Scarborough Lumber & Building	FACILITY MAINT DIVISION - Hardware supplies	11/16/2022	39.42
50209	Sentry Alarm Systems	Alarm monitoring for City buildings	11/16/2022	231.00
50214	US Bank	10/6/22-CW Facilities Supplies	11/16/2022	1,148.44
50214	US Bank	10/6/22-Travel, registration, hotel for environmental conferences	11/16/2022	2,079.35

Total for Department: 119 Public Works	62,977.24
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Department: 120 Library

50151	Benefit Coordinators Corporation (BCC)	Dental and vision premiums Oct 2022	11/01/2022	-319.20
50200	Pacific Grove Self Storage	Storage Unit - Document storage	11/16/2022	307.00

Total for Department: 120 Library	-12.20
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Department: 121 Community Activities

50179	Carmel Pine Cone	Pumpkin roll & parade ad 10.28.22	11/16/2022	425.00
50190	Glastonbury Inc	Sound for Veterans' Day Ceremony 11.11.22	11/16/2022	1,075.00
50206	Russell Croft	Pumpkin carver during pumpkin roll 10.29.22	11/16/2022	500.00
50211	Triple F Farms, Inc.	pumpkins for pumpkin roll	11/16/2022	2,400.00
50234	Carmel Pine Cone	Homecrafters' Marketplace 2nd ad 11.18.22	11/22/2022	850.00
50248	Glastonbury Inc	Sound system for Holiday Celebration 12.2.22	11/22/2022	1,355.00
50260	Signworks Inc	Requested quote for new Ocean Ave. medians, art set up cost, ban	11/22/2022	100.00
50267	US Bank	Holiday lights, Halloween decorations, lunch for Pumpkin Roll st	11/22/2022	2,874.63

Total for Department: 121 Community Activities	9,579.63
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Department: 130 Non-Departmental

50161	Pacific Gas & Electric	Citywide gas & electric services	11/01/2022	150.34
50199	Pacific Gas & Electric	Citywide gas & electric services	11/16/2022	9,757.33
50204	Prism Public Risk Innovation	Consultant services-Org chart and positions	11/16/2022	1,125.00
50232	Cal-Am Water Company	Water service citywide	11/22/2022	11,346.18
50256	Pacific Gas & Electric	Citywide gas & electric services	11/22/2022	2,322.85

Total for Department: 130 Non-Departmental	24,701.70
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Department: 311 Capital Projects

50143	Dudek	MTNP Improvements	11/01/2022	4,852.50
50170	4Leaf, Inc	11/4/22 J4042-03B	11/16/2022	8,557.50
50176	California Dept of Fish & Wildlife	MTNP Drainage improvements project	11/16/2022	4,826.50
50214	US Bank	ADA Upgrade: Drinking Fountain	11/16/2022	1,473.19
50216	Wallace Group	Project management CIP Drainage System Repairs	11/16/2022	7,513.00

Total for Department: 311 Capital Projects	27,222.69
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Department: 411 Debt Service

50215	US BANK St. Paul	Carmel 2012 Taxable Pension-Debt service interest payment	11/16/2022	10,540.00
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Total for Department: 411 Debt Service	10,540.00
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Department: 513 Veh & Equip Replacement

50191	Golden State Fire Apparatus, Inc	1 New Pierce Manufacturing Inc Enforcer 1500 GPM Pumper	11/16/2022	885,701.99
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Total for Department: 513 Veh & Equip Replacement	885,701.99
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Grand Total	1,649,135.82
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Schedule of Contract Payments - November

Vendor	Contract Amt	Paid thru Nov	Contract Balance
Pen Messenger	\$ 122,000.00	\$ 79,510.00	\$ 42,490.00
City of Monterey *	\$ 2,839,443.00	\$ 880,726.76	\$ 1,958,716.24
Tope's Tree Service	\$ 65,000.00	\$ 89,200.83	\$ (24,200.83)
West Coast Arborists	\$ 160,000.00	\$ 121,024.08	\$ 38,975.92
John Ley's Tree Service	\$ 70,000.00	\$ 55,677.67	\$ 14,322.33
J4 Systems	\$ 38,840.70	\$ 28,459.00	\$ 10,381.70
Pureserve *	\$ 250,000.00	\$ 105,706.75	\$ 144,293.25
Rincon	\$ 50,500.00	\$ 45,167.75	\$ 5,332.25
Dudek	\$ 75,000.00	\$ 70,990.67	\$ 4,009.33
4Leaf Inc.	\$ 179,800.00	\$ 12,813.75	\$ 166,986.25

Fire admin



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

January 10, 2023
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: November 2022 Monthly Reports

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 Department Reports

FISCAL IMPACT:

N/A

PRIOR CITY COUNCIL ACTION:

Monthly review and approval

ATTACHMENTS:

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

City Administrator Contract Log
FY 2022-23

November, 2022

Date entered Into	Contractor	Contract Amount	Purpose
11/2/2022	SHARMA & ASSOC	\$24,999.00	FINANCE/AUDIT CONSULTING

Attachment 1



CITY OF CARMEL-BY-THE-SEA

Monthly Report

Community Planning and Building Department

TO:	Honorable Mayor, Council Members, and City Administrator Chip Rerig
SUBMITTED BY:	Leah Young, Administrative Coordinator
SUBMITTED ON:	January 10, 2023
APPROVED BY:	Brandon Swanson, Director of Community Planning and Building

NOVEMBER 2022 – DEPARTMENT ACTIVITY REPORT

I. PLANNING PERMIT APPLICATIONS:

In November 2022, **35** planning permit applications were received.

II. BUILDING PERMIT APPLICATIONS:

In November 2022, **33** building permit applications were received.

III. CODE COMPLIANCE CASES:

In November 2022, **10** new code compliance cases were created.

IV. TRANSIENT RENTAL COMPLIANCE CASES:

In November 2022, **3** new transient rental compliance cases were created.

V. ENCROACHMENT PERMIT APPLICATIONS:

In November 2022, **21** encroachment permit applications were received.

VI. YEAR-TO-DATE TRENDS

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

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

- Planning Permit Applications – **increase of 3.66%**
- Building Permit Applications – **decrease of 2.55%**
- Code Compliance Cases – **increase of 143.75%**
- Transient Rental Compliance Cases – **increase of 1400.00%**
- Encroachment Permit Applications – **decrease of 7.91%**

Table 1. Permit Application Totals

	PLANNING	BUILDING	CODE COMPLIANCE	TRANSIENT RENTAL COMPLIANCE	ENCROACHMENTS
2021 YTD Totals	328	470	96	3	278
2022 YTD Totals	340	458	234	45	256
YTD % Difference	+3.66%	-2.55%	+143.75%	+1400.00%	-7.91%



Planning Permit Report

11/01/2022 - 11/30/2022

Permit #	Permit Type	Project Description	Address/Location	Date Received	Date Approved	Status
22380	Historic Evaluation	Historic evaluation of (e) SFR to evaluate if new metal roof is appropriate.	Forest 2 SE of 8th	11/30/2022		Pending Assignment
22379	Design Study	Minor addition to and remodel of existing single family residence. New front door, french doors, and deck over existing garage	Lincoln 3 NE of 10th	11/30/2022		Pending Assignment
22378	Certificate of Compliance	verify lot of record for lot 11	Santa Fe 2 SW of Mt. View - Lot 11	11/23/2022		In Review
22377	Certificate of Compliance	verify lot of record - lot 9	Santa Fe 2 SW of Mt. View Lot 9	11/23/2022		In Review
22376	Certificate of Compliance	verify lot of record for lot 7	Santa Fe 2 SW of Mt. View Lot 7	11/23/2022		In Review
22375	Preliminary Site Assessment	Preliminary site assessment for the removal of (e) sheds (175sf). Demolish (e) attached garage (274sf) and build a new attached garage (270sf). Extend (e) house by 402sf. New upper level addition (624sf) with observation deck (438sf). New attached storage shed with ceiling height not to exceed 4'11" (60sf). New trash can enclosure, new outdoor built-in bbq, fire pit, and recirculating fountain. Replace deteriorated grape stake fence along private road with new to match existing height (77lf).	SW Corner of Guadalupe & 4th	11/18/2022		In Review

22374	Temporary Use Permit	Request for the the Barmel Supper Club space (approved use permit is a restaurant) to stay open until 1:00am on November 23rd instead of the approved use permit time of 11pm. Four (4) additional employees working and one (1) additional security person stationed at the entrance to the supper club for the duration of these extended hours. Supper Club to be fully closed and empty no later than 1:15 am. No live music. Maximum occupancy of 48 individuals.	San Carlos 2 NE of 7th	11/18/2022	11/21/2022	Approved
22373	Design Review	TOP PATIO COVER ON A EXISTING TRELLIS	San Carlos 2 SW of Ocean	11/18/2022		In Review
22372	Preliminary Site Assessment	Preliminary Site Assessment	Carmelo 2 NE of 8th	11/15/2022		In Review
22371	Design Study	Retroactive review and authorization of a new fence replacement in front setback and side setback of a corner lot.	SW Corner of Alta & Junipero	11/15/2022		In Review
22370	Planner Research	Zoning Verification Letter	Camino Real at 8th Avenue	11/14/2022		In Review
22369	Historic Evaluation	Historic Evaluation of SFR	Casanova 2 NW of 9th	11/14/2022		In Review
22368	Historic Evaluation	Historic evaluation of (e) SFR	Carpenter 2 SE of 4th	11/14/2022		Open
22366	Historic Evaluation	Removal of existing garage & storage building, construction of new garage and ADU	SW Corner of Casanova & 11th	11/10/2022		In Review

22365	Landscape Plan Check/Inspection	Remove plant material that requires irrigation and replace with native succulents to help with erosion. Remove irrigation drop system lines.	Guadalupe 4 NE of 3rd	11/8/2022		In Review
22364	Appeal	Appeal of DR 22-280 Balcony A.	NE Corner of San Antonio & 13th	11/7/2022		In Review
22363	Sign	Installation of a 21.75"x19/5"x2" black & white wood sign.	San Carlos 2 NE of 7th	11/7/2022		In Review
22362	Historic Evaluation	Historic determination of (e) SFR.	Carmelo 5 NE of Ocean	11/7/2022		In Review
22361	Design Study	Landscape renovation of (e) entry uneven walk & stairs. Rebuild (e) curb garden walls and north fence line from the east boundary to the west property line. Introduce a natural gas fire pit which does not burn wood, and install low level safety lighting.	Carmelo 2 SW of 8th	11/7/2022		In Review
22360	Sign	Installation of new signage	Dolores 2 SW of 7th	11/7/2022		In Review
22359	Sign	Sign Installation	Dolores 3 SW of 7th	11/7/2022		In Review

22358	Design Study	This approval of Design Study application DS 22-358 (Reid) authorizes the following: installation of a 4-foot high wood fence between the driveway and the west side lot line, replacement of the existing 4-foot high wood fence on the west side lot line with a new 4-foot high wood fence for 10 linear feet, replacement of the existing 6-foot high wood fence on the west side lot line with a new fence for 70 linear feet, replacement of the existing 35 square foot flagstone walkway on the west side of the driveway with pavers to match the driveway, and repair portions of the paver driveway disturbed by tree roots located at 2nd Avenue 2 northwest of Lobos Street in the Single-Family Residential (R-1) District as depicted in the plans prepared by Carol C. Reid, Trustee and stamped approved and on file in the Community Planning & Building Department unless modified by the conditions of approval.	2nd 2 NW of Lobos	11/3/2022	11/3/2022	Approved
22357	Use Permit	Use permit amendment for live music permit application for Thursdays and Sundays from 5:00 pm to 10:00 pm and Fridays and Saturdays from 12:00 pm to 10:00 pm.	Mission 3 SW of 5th	11/3/2022		In Review
22356	Temporary Use Permit	Temporary use permit to expand business hours for Promesa on December 31st, 2022 from 10PM to 12AM. Intent is to have a new year's eve event in the restaurant that celebrates the ball drop at midnight. In addition to regular service, requesting for a 3-piece string music group to play inside of the restaurant.	Mission 3 SW of 5th	11/3/2022	11/22/2022	In Review

22355	Design Study	Amending existing exempt permit to substitute permeable turf as material to be used to interlace stone pavers. Turf to be in 5" strips interlacing pavers and not be seen from the street.	NE Corner of Lincoln & 10th	11/3/2022		In Review
22354	Historic Evaluation	Historic evaluation	Lincoln 3 SW of 12th	11/2/2022		In Review
22353	Reasonable Accommodation	Replace gravel paths with hard surface (flagstones set in sand) to allow assisted mobility access (i.e., walkers).	Torres 4 NE of 6th	10/26/2022		In Review
22352	Landscape Plan Check/Inspection	Retroactive review of landscaping in the ROW.	Scenic 5 NW of 8th	11/1/2022		In Review
22351	Design Study	This approval of DS 22-351 (Ayres) authorizes an after-the-fact approval and amendment to DS 20-398 (Ayres), and Determination of Consistency to allow a color change to a historic hotel, "Edgemere Cottages", to a "Custom Rose" color (light pink) located on San Antonio 4 SE 13th in the Single Family (R-1) Residential Zoning District unless modified by the conditions of approval contained herein.	San Antonio 2 NE Santa Lucia	11/1/2022	11/22/2022	Approved
22350	Design Review	Overlay 485sf of capsheet with new single-ply PVC Versico membrane in the color gray. Install 275lf of 6" OGEE stainless steel gutters to match existing color.	SW Corner of Ocean & Junipero	11/1/2022		Closed

Total Records: 30

12/5/2022



Building Permit Report

11/01/2022 - 11/30/2022

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
220458	11/30/2022	12/5/2022	Anchor bolt retrofit. Contact: Jolley Builders (831) 238-6044	20,000	Building	Lincoln 4 NW of Santa Lucia
220457	11/30/2022		Fixture and lamp retrofit. Contact: Collins Electrical Company (831) 384-0114	84,624	Electrical	NE Corner of San Carlos & 9th
220456	11/30/2022		Install new solar system on roof	0	Electrical	Mission 2 NE of 10th
220455	11/30/2022	12/1/2022	Exterior repaint of (e) SFR. Paint SFR same colors as existing.	0	Exempt Work	Mission 2 NE of 10th
220454	11/30/2022	12/5/2022	New Roof Mount PV 14 Mods 5.04 kW. Contact: Scudder Solar (831) 625-0546	48,857	Electrical	San Antonio 5 SW of 8th
220453	11/28/2022		Remove tenant build outs including partition walls, flooring and wall coverings.	1,000	Demolition	NE Corner of Ocean & Dolores
220452				0		
220451	11/23/2022	11/23/2022	Repair roof leak. Remove wood shake and install new underlayment. Reuse (e) wood shakes. Contact: Masterwork Builders (831) 229-8628	2,500	Roofing	Santa Rita 9 SE of Ocean
220450	11/22/2022		Remove & replace 60k BTU 86% furnace with new 60k BTU 96% furnace. Contact: Chris Wilson Plumbing & Heating (831) 393-9321	10,199	Plumbing	1st 2 NE of Carpenter
220449	11/22/2022	11/22/2022	Replace interior doors and drawers in kitchen and repaint kitchen walls. Contact: Gary Kimes (831) 524-1043	0	Exempt Work	Torres 3 SW of 1st
220448	9/26/2022		Construction of new detached garage	0	Building	Escolle 2 SE of Perry Newberry

220447	11/22/2022		Reroof south roof portion using Presidential Shingles in color Country Grey.	8,500	Roofing	Dolores 5 NE of 6th
220446	11/22/2022	11/22/2022	Tankless water heater installation in new location. Contact: George Wilson's Plumbing Inc (831) 383-8561	11,000	Plumbing	Lobos 5 SE of 2nd
220445	11/21/2022		INTERIOR REMODEL (714 SF) INCLUDING NEW MASTER BATH, CONVERT ONE FULL BATH INTO POWDER ROOM, RELOCATE LAUNDRY, RELOCATE ENTRY DOOR, REMOVE AND REPLACE EXTERIOR DOORS AND WINDOWS, REPLACE EXTERIOR SIDING ON SEVERAL SIDES- SEE ELEVATIONS, REPLACE EXISTING ROOFING MATERIALS WITH SAME MATERIALS. NO SITE COVERAGE OR LANDSCAPE CHANGES	215,000	Building	SW Corner of Camino Real & Ocean
220444	11/21/2022	11/21/2022	Remove (e) failed roof to be replaced with new 50 year class A roof. Install new comp roof in color "Weathered Wood" and new torch down roofing in color "Weathered Wood". Contact: Lord Roofing (831) 917-7289	14,000	Roofing	Lobos 5 SE of 2nd
220443	10/13/2022		Construction new detached one car garage.	0	Building	Scenic 3 SW of Ocean
220442	11/16/2022	11/17/2022	At two flat roof sections, tear off (e) built up roof down to original roof sheathing. Supply & install new built up roofing system to match existing. Remove 275 lf of gutters and install 275 lf of 6" OGEE stainless steel gutters to match the existing color. Contact: Scudder Roofing (831) 384-1500	70,786	Roofing	Carmel Plaza
220441	11/15/2022	11/15/2022	Surface remodel of three bathrooms. Replace vanities, countertops, tile, and shower doors. Replace countertops in the kitchen and install new faucet in (e) location and refrigerator. Contact: Emerson Development (831) 915-3912	0	Exempt Work	Scenic 6 SE of 8th
220440	11/16/2022		Repair and replace existing deck.	55,000	Building	Santa Fe 8 SE of 8th

220439	11/15/2022	11/15/2022	Emergency leak repair, removal of approx 20sf of sheetrock, plumbing repair, and sheetrock patching. Contact: Builders by the Sea, LLC (831) 905-5825	2,900	Plumbing	San Carlos 2 SW of 5th
220438	11/14/2022		EXISTING STRUCTURES INCLUDE: (1) ONE-STORY 1,360 SQFT SHINGLE-STYLE HOME AND (1) 240 SQFT DETACHED GARAGE. PROPOSED WORK INCLUDES: REMODEL OF (1) EXISTING BATHROOM, ENTRY, & ADDITION OF NEW BEDROOM AND ENTRYWAY AT INNER COURTYARD (158 SQFT OF NEW CONDITIONED SPACE TOTAL). (4) NEW WINDOWS, (1) NEW SKYLIGHTS, (2) NEW EXTERIOR DOORS AND (4) INTERIOR DOORS . ALL NEW EXTERIOR BUILDING ELEMENTS AND MATERIALS TO MATCH EXISTING. WORK TO INCLUDE ELECTRICAL, PLUMBING, & MECHANICAL. NO INCREASE IN OVERALL HEIGHT.	63,200	Building	Santa Fe 3 NE of 2nd
220437	11/14/2022	11/28/2022	Installation of 2 240V outlets in garage area. One 50A, one 30A	1,500	Electrical	SW Corner of San Carlos & 12th
220436	11/10/2022	11/22/2022	2 New Tesla Powerwalls 10 kW. Contact: Scudder Solar (916) 765-2113	31,395	Electrical	2996 Franciscan Way
220435	11/10/2022	11/14/2022	Remove tub tile surround and flooring, repair any rotten subfloor, new lathe around tub, new tile surround and floors, re-use existing tub, toilet, and vanity. Contact: Lewis Builders (831) 601-9256	5,500	Building	NE Corner of Santa Fe & 4th
220434	11/9/2022		The interior alteration of hotel lobby and restaurant spaces. New finishes and fixtures in the guest rooms. Contact: Ausonio Construction (831) 633-3371	350,000	Building	NE Corner of Monte Verde & 7th

220433	11/8/2022	11/16/2022	Run 3/4" dedicated gas line for new tankless water heater. Cap water and waste lines to mop sink located below the electrical panel. Revamp piping below the sink to the back room by adding a branch wye tail piece to tie ice maker drain line. Remove funnel drain. Re-route discharge line from grease trap below three compartment sink to floor sink. Contact: A & R Plumbing (831) 394-7221	11,500	Plumbing	Mission 2 NE of 5th
220432	11/7/2022		Installation of new EV charger.	400	Electrical	SE Corner of Santa Rita & 6th
220431	11/3/2022	11/3/2022	Installation of a weather vane on the single story garage that sits adjacent to the house. The top of the weather vane will not exceed the high point of the house. Contact: Tim Mallery (831) 594-1969	0	Exempt Work	San Antonio 2 SE of 9th
220430	11/2/2022		Remove (e) 2nd story balcony railing. Frame and enclose roof deck for room addition and roof. Contact: Trent Shearn (831) 809-0060	45,000	Building	Guadalupe 5 NE of Mountain View
220429	11/2/2022		Install new Bryant heat pumps in place of wall heater and furnace. Main level - heat pump model #38MBRBQ36, 36000BTU, 3 ton; primary mini split (ductless) model #38MARBA12AA3. 1 ton. Contact: David Brown (831) 238-2465	16,400	Mechanical	Carpenter 2 SE of 5th
220428	11/1/2022		Painting the garage door and trim blue similar to the library color as shown in the attached picture.	0	Exempt Work	NW Corner of Santa Fe & 4th
220427	11/2/2022	11/15/2022	New roof mount PV 31 mods 11.16 kW, New 125 A subpanel.	48,715	Electrical	SW Corner of Camino Real & 2nd
220426	11/1/2022	11/15/2022	Installation of a roof mounted 2.695 kw solar PV system, 7 panels, no main service panel upgrades. Contact: SolarTecture (831) 233-3004	11,961	Electrical	Casanova 4 NE of 13th



Code Compliance Report

11/01/2022 - 11/30/2022

Case #	Case Type	Status	Location	Problem Description	Date Received	Date Closed
22234	Short-term Rental	1st NOV sent	Mountain View 2 NW of 8th	Transient Rental	11/23/2022	
22233	Health and Safety Code Violation	Open	NE Corner San Carlos Camino Del Monte	Sewage in front yard at lateral clean-out	11/29/2022	
22232	Planning Violation	Open	NW Corner Santa Fe & 3	Hardscaping w/o design review	11/28/2022	
22231	Public Nuisance	Closed	SW Corner Carpenter & 6th	Construction Generator noise	11/14/2022	11/22/2022
22230	Short-term Rental	1st NOV sent	NEC Carmelo and 9th	Transient Rental	11/14/2022	
22229	Right of way Violation	1st NOV sent	Guadalupe 4 NE of 3rd	Encroachment and Landscaping ROW	11/6/2022	
22228	Public Nuisance	Closed	SWC Carpenter & 6th	Construction on Sunday	11/6/2022	11/6/2022
22227	Right of way Violation	Open	Dolores 4 NE 11th	Porta John in ROW - Permits?	11/6/2022	
22226	Building Violation	Open	Lincoln 3 NE 3rd	Unscreened Porta-John	11/5/2022	
22224	Property Maintenance	Open	6th b/w Dolores and Lincoln	Exterior Ceiling Damage	11/3/2022	

Total Records: 10

12/5/2022



Transient Rental Report

01/01/2022 - 11/30/2022

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

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

Total Records: 45

12/5/2022



Encroachment Permit Report

11/01/2022 - 11/30/2022

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
220258	Temp Ench	11/30/2022	7'x18' asphalt patch for CalAm job #1267. Contact: Coastal Paving & Excavating (831) 262-1425	Perry Newberry 2 NW of 5th	12/1/2022	Issued
220257	Temp Ench	11/30/2022	Excavate a 17'x3' put in the road and a 4'x4' put in the sidewalk to repair damages for water leak repair. Contact: West Valley Construction (408) 640-8913	NW Corner of San Carlos & 6th		In Review
220256	Temp Ench	11/30/2022	6" valve replacement with asphalt restoration. Contact: Coastal Paving & Excavating (831) 262-1425	NE Corner of Carmelo & 4th	11/30/2022	Issued
220255	Temp Ench	11/28/2022	6'x6' asphalt patch for CalAm # 1195. Contact: Coastal Paving & Excavating (831) 262-1425	San Antonio 3 NE of 13th	11/30/2022	Approved
220254	Temp Ench	11/23/2022	PG&E to install new pole, replace riser, install new #2 box, reroute existing service and run new service to meter pedestal. Applicant to trench backfill & install electric substructures. Contact: PG&E (408) 478-1894	Carmelo 3 SE of 8th		In Review
220253	Temp Ench	11/22/2022	Sewer lateral replacement, install SRV & BWV. Contact: Easy Drains Plumbing (831) 521-6882	Camino Real 4 SW of 13th	11/22/2022	Issued
220252	Temp Ench	11/21/2022	Two 6" valve replacements and asphalt restoration. Contact: Coastal Paving & Excavating (831) 262-1425	SE Corner of Monte Verde & Santa Lucia	11/21/2022	Issued
220251	Temp Ench	11/17/2022	Accessibility improvements at front entry, installation of new condensers at Carmelo & 8th and addition of temporary loading zone for guests while work is underway at the front entrance. Contact: Ausonio, Inc (831) 633-3371	SW Corner of 8th & Camino Real	11/18/2022	Issued

220250	Temp Ench	11/16/2022	PG&E to trench and backfill a 5'x5' bellhole for abandoning gas service. PM 35396063. Contact: PG&E (408) 478-1894	SW Corner of San Carlos & 8th	11/16/2022	Issued
220249	Driveway	11/9/2022	New 3' asphalt apron at driveway, extend (e) brick driveway to apron. Reduce width of (e) apron from 12'3" to 19'4". Increase driveway width from 10'4" to 14'.	Torres 3 SE of 1st		In Review
220248	Perm Ench	11/9/2022	New 3' asphalt apron at driveway, extend (e) brick driveway to apron. New 3' wide DG walkway between street and front property line. Replace (e) PT wood retaining wall along culvert with new brick clad retaining wall. Contact: Samuel Pitnick Architects (831) 241-1895	Torres 3 SE of 1st		In Review
220247	Driveway	11/9/2022	Install a permeable sandset paved driveway with a center section that's a mix of pavers and synthetic grass. Addition of a landing with carmel stone to connect to the front gate.	NW Corner of Dolores & 10th		In Review
220246	Perm Ench	11/9/2022	Permit for 2 existing site water drain pipe outlets	Guadalupe 2 NE of 3rd		In Review
220245	Temp Ench	11/8/2022	Extensive landscaping, consisting of over 700 plants in four planting zones and installation of new irrigation. Contact: Tom Ford (831) 427-7673	NE Corner of Santa Rita & Mountain View	11/8/2022	Issued
220244	Temp Ench	11/8/2022	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Santa Rita 3 NE of 2nd	11/15/2022	Issued
220243	Temp Ench	11/7/2022	Pole replacement. PM# 35385155. Contact: PG&E (831) 713-6019	2nd 2 NW of Dolores	11/7/2022	Issued
220242	Temp Ench	11/7/2022	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Guadalupe 4 NE of 4th	11/7/2022	Approved
220241	Temp Ench	11/1/2022	Traffic control for tree removal along Carpenter. Contact: Sweety Mistry (510) 920-6875	Carpenter Between 1st & 2nd	11/16/2022	Issued

220240	POD	11/1/2022	Parking a moving truck northbound on Casanova, valid for 11/29/2022. Contact: Jerry Stepanek (831) 915-2730	Casanova 11 NE of 5th	11/2/2022	Approved
220239	POD		VOID DUE TO LOCATION OUTSIDE CITY JURISDICTION.	24565 S San Luis Ave, Carmel, CA 93923 (Driveway on property)		Closed
220238	Temp Ench	11/1/2022	PG&E to access vault for maintenance, one day lane closure. PM# 31618412. Contact: PG&E (408) 510-1660	NW Corner of 5th & Junipero	11/1/2022	Issued

Total Records: 21

12/5/2022



CITY OF CARMEL-BY-THE-SEA

Monthly Report

November 2022

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Alan Ward, Public Safety Director

SUBMITTED DATE: December 19, 2022

APPROVED BY: Chip Rerig, City Administrator

AMBULANCE REPORT

Summary of Carmel Fire Ambulance August Calls for Service

AMBULANCE PERFORMANCE MEASURE

The performance goal for Code-3 (life threatening emergency-lights & siren) ambulance calls in the City of Carmel-by-the-Sea with a response time of 5 minutes or less from dispatch to arrival is 95%. For the month of November 2022 the ambulance met the performance measure. The response time was 100% with (0) code-3 calls over 5 minutes.

22 Calls for service in CBTS Average response time: 2:51 min.

21 Code 3 calls for service –With no calls over 5:00 min. response

MONTEREY FIRE REPORT

Summary of Monterey Fire August 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 November 2022 the fire department met the performance measure. The response time was 100% with (0) code-3 calls over 5 minutes.

59 total calls for service in CBTS Average response time: 3:23 min.

44 total Code-3 calls – There were no call responses over 5:00 min.

BEACH FIRES

There were no beach fires recorded during the month of November 2022.



RESPONSE SUMMARY REPORT BY INCIDENT TYPE
27060 CARMEL-BY-THE-SEA
Alarm Date From: 11/01/2022 To: 11/30/2022



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
100 Series (Fires)						
Fuel burner/boiler malfunction, fire confined	11/24/2022 7:12 AM	221124-MNT08229	0:04:14	ESCOLLE WAY	PERRY NEWBERRY WAY	3
1			0:04:14			
300-321 Series (EMS)						
Medical assist, assist EMS crew	11/24/2022 6:12 PM	221124-MNT08243	0:02:17	OCEAN AVE	MONTE VERDE ST	3
Medical assist, assist EMS crew	11/24/2022 5:22 PM	221124-MNT08242	0:02:40	7TH AVE	LINCOLN ST	3
Medical assist, assist EMS crew	11/12/2022 1:21 PM	221112-MNT07926	0:02:41	LINCOLN ST	7TH AVE	3
Medical assist, assist EMS crew	11/1/2022 9:26 PM	221101-MNT07617	0:04:37	26210 DOLORES ST		3
EMS call, excluding vehicle accident with injury	11/26/2022 11:58 AM	221126-MNT08297	0:00:04	6TH AVE	MISSION ST	3
EMS call, excluding vehicle accident with injury	11/4/2022 7:17 PM	221104-MNT07715	0:01:28	6TH AVE	SAN CARLOS ST	3
EMS call, excluding vehicle accident with injury	11/13/2022 1:57 PM	221113-MNT07951	0:01:36	SAN CARLOS ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	11/15/2022 2:51 PM	221115-MNT08002	0:02:13	MONTE VERDE ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	11/24/2022 12:04 AM	221124-MNT08223	0:02:25	SAN CARLOS ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	11/7/2022 2:08 PM	221107-MNT07785	0:03:00	LINCOLN ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	11/28/2022 10:57 PM	221128-MNT08357	0:03:17	SANTA RITA ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	11/3/2022 12:58 PM	221103-MNT07659	0:03:42	11TH AVE	SAN CARLOS ST	3
EMS call, excluding vehicle accident with injury	11/28/2022 5:25 AM	221128-MNT08339	0:04:50	4TH AVE	MONTE VERDE ST	3
13			0:02:41			
322-399 Series (Rescues)						
Motor vehicle accident with injuries	11/25/2022 3:11 PM	221125-MNT08272	0:03:47	3070 RIO RD		3
Motor vehicle accident with no injuries.	11/16/2022 8:08 PM	221116-MNT08030	0:02:58	OCEAN AVE	SCENIC RD	3
2			0:03:23			
400 Series (Hazardous Material)						
Combustible/flammable gas/liquid condition, other	11/13/2022 2:58 PM	221113-MNT07952	0:04:02	TORRES ST	9TH AVE	3
Gas leak (natural gas or LPG)	11/15/2022 9:24 AM	221115-MNT07994	0:03:27	PERRY NEWBERRY WAY	4TH AVE	3
Overheated motor	11/4/2022 4:57 PM	221104-MNT07706	0:03:28	CARMELO ST	11TH AVE	3
Power line down	11/1/2022 3:40 PM	221101-MNT07607	0:00:16	SANTA FE ST	8TH AVE	3
Biological hazard, confirmed or suspected	11/30/2022 9:41 AM	221130-MNT08400	0:03:10	LINCOLN ST	7TH AVE	3
Accident, potential accident, other	11/10/2022 2:53 PM	221110-MNT07862	0:01:56	SAN CARLOS ST	13TH AVE	2
6			0:02:43			
200, 500 & 600 Series (Service Calls)						
Excessive heat, scorch burns with no ignition	11/3/2022 6:19 PM	221103-MNT07672	0:04:50	OCEAN AVE	GUADALUPE ST	3
Lock-out	11/23/2022 4:02 PM	221123-MNT08208	0:02:49	TORRES ST	5TH AVE	2

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
200, 500 & 600 Series (Service Calls) cont.						
Water or steam leak	11/30/2022 10:49 AM	221130-MNT08403	0:00:08	OCEAN AVE	CAMINO REAL ST	2
Water or steam leak	11/8/2022 5:00 AM	221108-MNT07793	0:00:18	LINCOLN ST	OCEAN AVE	2
Water or steam leak	11/5/2022 2:59 PM	221105-MNT07735	0:01:34	SAN CARLOS ST	OCEAN AVE	2
Water or steam leak	11/22/2022 10:46 AM	221122-MNT08178	0:03:42	CASANOVA ST	12TH AVE	2
Water or steam leak	11/22/2022 12:22 PM	221122-MNT08182	0:03:44	CAMINO REAL ST	8TH AVE	3
Smoke or odor removal	11/24/2022 9:24 AM	221124-MNT08233	0:01:57	5TH AVE	DOLORES ST	3
Smoke or odor removal	11/13/2022 1:44 PM	221113-MNT07950	0:02:47	DOLORES ST	11TH AVE	3
Smoke or odor removal	11/3/2022 1:50 PM	221103-MNT07661	0:07:46	OCEAN AVE	SCENIC RD	2
Public service assistance, other	11/19/2022 4:23 PM	221119-MNT08094	0:04:01	CASANOVA ST	8TH AVE	2
Public service	11/24/2022 9:19 AM	221124-MNT08232	0:00:11	6TH AVE	MISSION ST	3
Public service	11/4/2022 1:51 PM	221104-MNT07701	0:02:27	DOLORES ST	2ND AVE	2
Public service	11/15/2022 5:59 PM	221115-MNT08004	0:05:19	1ST AVE	CARPENTER ST	2
Public service	11/26/2022 11:08 AM	221126-MNT08294	0:06:24	SANTA LUCIA AVE	CAMINO REAL	2
Assist invalid	11/20/2022 1:37 PM	221120-MNT08121	0:03:43	MONTE VERDE ST	8TH AVE	2
Assist invalid	11/27/2022 2:46 PM	221127-MNT08326	0:04:27	1ST AVE	MISSION ST	2
Assist invalid	11/3/2022 7:46 PM	221103-MNT07677	0:04:35	SAN CARLOS ST	12TH AVE	2
Good intent call, other	11/7/2022 10:23 AM	221107-MNT07782	0:03:29	JUNIPERO ST	13TH AVE	2
Dispatched & canceled en route	11/11/2022 6:13 PM	221111-MNT07902	0:02:30	7TH AVE	DOLORES ST	3
No incident found on arrival at dispatch address	11/11/2022 5:29 PM	221111-MNT07900	0:02:00	JUNIPERO AVE	OCEAN AVE	3
No incident found on arrival at dispatch address	11/3/2022 9:45 PM	221103-MNT07681	0:02:39	DOLORES ST	5TH AVE	3
No incident found on arrival at dispatch address	11/26/2022 6:19 PM	221126-MNT08305	0:02:45	OCEAN AVE	SANTA RITA ST	3
No incident found on arrival at dispatch address	11/17/2022 9:36 AM	221117-MNT08044	0:03:21	PERRY NEWBERRY WAY	5TH AVE	3
No incident found on arrival at dispatch address	11/30/2022 2:37 AM	221130-MNT08391	0:03:53	CASANOVA ST	7TH AVE	3
EMS call, party transported by non-fire agency	11/25/2022 4:22 PM	221125-MNT08275	0:03:00	MISSION ST	3RD AVE	3
HazMat release investigation w/no HazMat	11/6/2022 5:08 PM	221106-MNT07767	0:02:48	MISSION ST	8TH AVE	3
27			0:03:14			
700 Series (False Alarms)						
System malfunction, other	11/1/2022 6:24 PM	221101-MNT07610	0:00:29	FOREST RD	7TH AVE	3
Alarm system sounded due to malfunction	11/5/2022 4:15 PM	221105-MNT07742	0:01:28	SAN CARLOS ST	10TH AVE	3
Smoke detector activation, no fire - unintentional	11/24/2022 3:30 PM	221124-MNT08240	0:02:57	LINCOLN ST	7TH AVE	3
Detector activation, no fire - unintentional	11/3/2022 2:08 PM	221103-MNT07662	0:04:29	DOLORES ST	SANTA LUCIA AVE	2
Alarm system activation, no fire - unintentional	11/11/2022 4:26 PM	221111-MNT07896	0:02:33	OCEAN AVE	MONTE VERDE ST	3
Alarm system activation, no fire - unintentional	11/30/2022 4:07 AM	221130-MNT08392	0:02:52	MONTE VERDE ST	7TH AVE	3
Alarm system activation, no fire - unintentional	11/21/2022 4:44 PM	221121-MNT08158	0:03:44	LINCOLN ST	13TH AVE	3
Alarm system activation, no fire - unintentional	11/22/2022 10:42 AM	221122-MNT08177	0:05:23	2992 FRANCISCAN WAY		2
Alarm system activation, no fire - unintentional	11/3/2022 3:15 PM	221103-MNT07665	0:05:53	DOLORES ST	SANTA LUCIA AVE	2
9			0:03:19			
900 Series (Special Incident Type)						
Citizen complaint	11/17/2022 1:05 PM	221117-MNT08050	0:07:36	PERRY NEWBERRY WAY	5TH AVE	2
1			0:07:36			

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
Over 5 Minute Response Times Cause of Delay: Code 3 Responses					Code 2 Calls	19
					Code 3 Calls	40
					Total # of Incidents	59
					% Under 5 Minute Response Time	100%



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

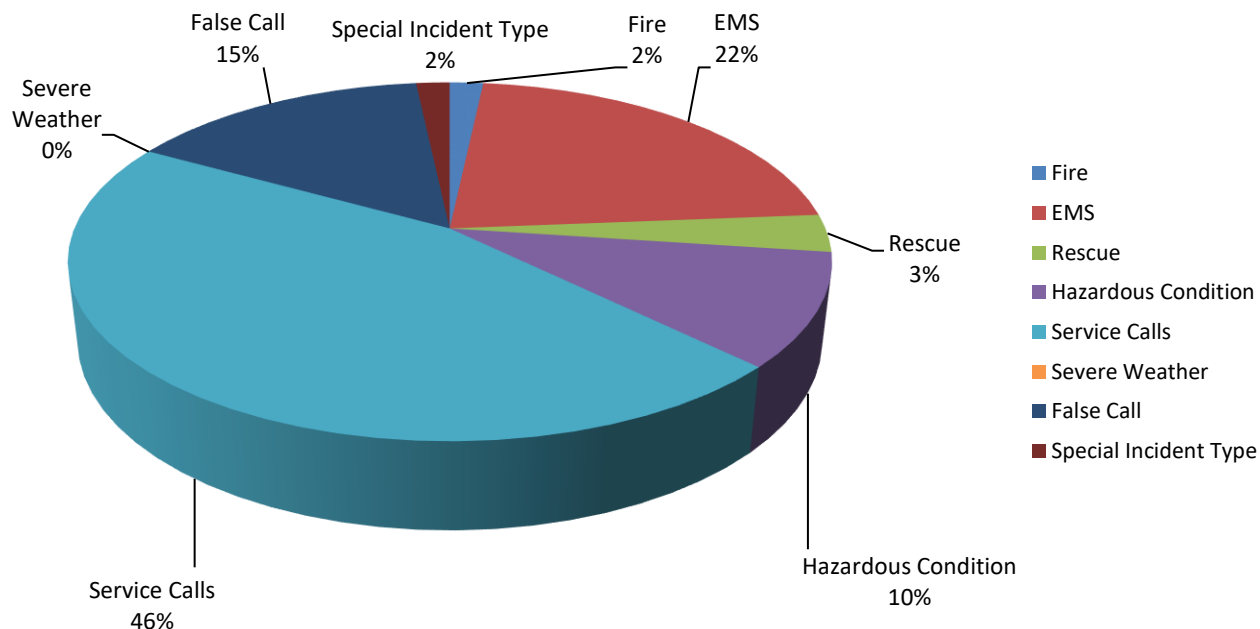


Type of Call	Number	Average Response Time
Fire	1	4:14
EMS	13	2:41
Rescue	2	3:23
Hazardous Condition	6	2:43
Service Calls	27	3:14
Severe Weather	0	0:00
False Call	9	3:19
Special Incident Type	1	7:36

Total Responses

59

3:23



Total Code 3 Calls:

40

Response Times for Code 3

Calls ≤ 5 minutes:

100%



RESPONSE SUMMARY REPORT BY DISTRICT

27015 CARMEL-BY-THE-SEA FIRE AMBULANCE

Alarm Dates: 11/01/2022 to 11/30/2022



MEDICAL RESPONSES CARMEL CITY

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
221101-CFA01508	Non-Emerg	11/1/2022	9:27:28 PM	9:32:54 PM	0:05:26	10:51:02 PM	26210 DOLORES ST
221103-CFA01518	Emergent	11/3/2022	9:46:35 PM	9:49:08 PM	0:02:33	9:54:07 PM	DOLORES ST / 5TH A
221104-CFA01524	Emergent	11/4/2022	7:17:57 PM	7:18:21 PM	0:00:24	8:11:11 PM	6TH AVE / SAN CARL
221107-CFA01530	Emergent	11/7/2022	2:09:34 PM	2:12:13 PM	0:02:39	3:08:39 PM	LINCOLN ST / 8TH A
221111-CFA01549	Emergent	11/11/2022	6:14:16 PM	6:16:13 PM	0:01:57	6:40:58 PM	7TH AVE / DOLORES
221111-CFA01550	Emergent	11/11/2022	6:54:31 PM	6:55:39 PM	0:01:08	6:58:47 PM	OCEAN AVE / DOLOR
221112-CFA01555	Emergent	11/12/2022	1:22:46 PM	1:23:40 PM	0:00:54	2:02:25 PM	LINCOLN AND 7TH
221113-CFA01559	Emergent	11/13/2022	1:02:37 AM	1:06:42 AM	0:04:05	1:43:42 AM	CARMELO ST / 9TH A
221113-CFA01561	Emergent	11/13/2022	2:01:54 PM	2:05:08 PM	0:03:14	2:12:54 PM	SAN CARLOS ST / 4T
221113-CFA01563	Emergent	11/13/2022	7:45:06 PM	7:47:15 PM	0:02:09	8:02:39 PM	MISSION ST / 8TH A
221114-CFA01566	Emergent	11/14/2022	1:44:33 PM	1:47:01 PM	0:02:28	1:50:00 PM	OCEAN AVE / LINCOL
221116-CFA01575	Emergent	11/16/2022	8:09:21 PM	8:12:43 PM	0:03:22	8:34:39 PM	OCEAN AVE / SCENIC
221117-CFA01577	Emergent	11/17/2022	12:06:43 PM	12:08:02 PM	0:01:19	1:28:08 PM	LINCOLN ST / 7TH A
221119-CFA01582	Emergent	11/19/2022	4:26:19 PM	4:28:24 PM	0:02:05	4:34:15 PM	CASANOVA ST / 8TH
221121-CFA01590	Emergent	11/21/2022	4:45:15 PM	4:49:03 PM	0:03:48	5:00:40 PM	LINCOLN ST / 13TH A
221124-CFA01604	Emergent	11/24/2022	12:05:59 AM	12:08:23 AM	0:02:24	12:58:54 AM	SAN CARLOS ST / OC
221124-CFA01609	Emergent	11/24/2022	5:23:11 PM	5:25:54 PM	0:02:43	6:14:31 PM	7TH AVE / LINCOLN S
221124-CFA01610	Emergent	11/24/2022	6:15:00 PM	6:19:13 PM	0:04:13	6:33:57 PM	OCEAN AVE / MONTE
221126-CFA01621	Emergent	11/26/2022	6:20:07 PM	6:23:09 PM	0:03:02	6:26:49 PM	OCEAN AVE / SANTA
221128-CFA01625	Emergent	11/28/2022	5:26:15 AM	5:30:50 AM	0:04:35	6:20:00 AM	4TH AVE / MONTE VE
221128-CFA01631	Emergent	11/28/2022	10:58:00 PM	11:01:36 PM	0:03:36	11:55:10 PM	SANTA RITA ST / 4TH
221130-CFA01638	Emergent	11/30/2022	2:39:33 AM	2:44:00 AM	0:04:27	2:55:00 AM	CASANOVA ST / 7TH

NUMBER OF EMS INCIDENT 22 AVERAGE RESPONSE 0:02:51

FIRE RESPONSES CARMEL CITY

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
221101-CFA01507	Emergent	11/1/2022	6:24:23 PM	6:24:47 PM	0:00:24	6:39:55 PM	FOREST RD / 7TH AV
221105-CFA01525	Non-Emerg	11/5/2022	3:01:04 PM	3:02:00 PM	0:00:56	3:57:18 PM	SAN CARLOS ST / OC
221105-CFA01526	Emergent	11/5/2022	4:17:33 PM	4:20:34 PM	0:03:01	4:24:13 PM	SAN CARLOS ST / 10'
221106-CFA01528	Emergent	11/6/2022	5:09:04 PM	5:11:52 PM	0:02:48	5:18:33 PM	MISSION ST / 8TH A
221108-CFA01533	Emergent	11/8/2022	1:03:06 PM	1:04:00 PM	0:00:54	1:05:00 PM	HWY 1 / CANYON DEI
221110-CFA01540	Non-Emerg	11/10/2022	2:54:06 PM	2:58:32 PM	0:04:26	2:59:31 PM	SAN CARLOS ST / 13'
221111-CFA01547	Emergent	11/11/2022	4:27:56 PM	4:30:29 PM	0:02:33	4:43:29 PM	OCEAN AVE / MONTE
221111-CFA01548	Non-Emerg	11/11/2022	5:30:40 PM	5:33:31 PM	0:02:51	5:33:45 PM	JUNIPERO AVE / OCE
221113-CFA01560	Emergent	11/13/2022	1:46:43 PM	1:49:11 PM	0:02:28	2:01:49 PM	DOLORES ST / 11TH
221113-CFA01562	Emergent	11/13/2022	2:59:05 PM	3:02:12 PM	0:03:07	3:16:00 PM	TORRES ST / 9TH AV
221115-CFA01568	Emergent	11/15/2022	9:25:34 AM	9:29:38 AM	0:04:04	12:24:52 PM	PERRY NEWBERRY W.
221116-CFA01575	Emergent	11/16/2022	8:09:21 PM	8:12:43 PM	0:03:22	8:34:39 PM	OCEAN AVE / SCENIC
221117-CFA01576	Emergent	11/17/2022	9:37:55 AM	9:41:18 AM	0:03:23	9:42:15 AM	PERRY NEWBERRY W.
221122-CFA01593	Emergent	11/22/2022	10:47:53 AM	10:50:15 AM	0:02:22	10:58:26 AM	CASANOVA ST / 12TH
221122-CFA01594	Emergent	11/22/2022	12:23:15 PM	12:27:01 PM	0:03:46	12:35:00 PM	CAMINO REAL ST / 8'
221124-CFA01605	Emergent	11/24/2022	7:13:23 AM	7:18:01 AM	0:04:38	7:29:57 AM	ESCOLLE WAY / PERF
221124-CFA01606	Non-Emerg	11/24/2022	9:19:05 AM	9:19:19 AM	0:00:14	9:36:57 AM	6TH AVE / MISSION S
221124-CFA01608	Emergent	11/24/2022	3:30:52 PM	3:33:40 PM	0:02:48	3:50:00 PM	LINCOLN ST / 7TH A
221125-CFA01616	Emergent	11/25/2022	4:22:58 PM	4:25:42 PM	0:02:44	4:29:15 PM	MISSION ST / 3RD A
221130-CFA01639	Emergent	11/30/2022	4:08:25 AM	4:12:00 AM	0:03:35	4:18:55 AM	MONTE VERDE ST / 7

NUMBER OF FIRE INCIDENTS 20 AVERAGE RESPONSE 0:02:43

TOTAL CARMEL CITY INCIDENT 42 TOTAL AVERAGE RESPONSE TIME 0:02:47

RESPONSES BY DISTRICT

INCIDENT	PRIORITY	DATE	ALARM	ARRIVAL	RESPONSE	CALL CLEARED	STREET
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CARMEL HIGHLANDS

INCIDENT							
221104-CFA01519	Emergent	11/4/2022	8:43:29 AM	8:55:00 AM	0:11:31	9:35:00 AM	HWY 1 / SPINDRIFT I
221111-CFA01544	Emergent	11/11/2022	8:54:38 AM	9:02:50 AM	0:08:12	9:50:00 AM	93 CORONA WAY
221124-CFA01607	Emergent	11/24/2022	1:20:53 PM	1:31:02 PM	0:10:09	2:15:29 PM	1 POINT LOBOS STAT
221129-CFA01633	Emergent	11/29/2022	7:01:14 AM	7:15:00 AM	0:13:46	7:18:00 AM	115 YANKEE POINT C
221129-CFA01636	Emergent	11/29/2022	5:14:41 PM	5:25:00 PM	0:10:19	5:32:58 PM	195 SAN REMO RD
Subtotal		5	Average Response Time		0:10:47		Carmel Highlands

CYPRESS FIRE

INCIDENT							
221101-CFA01509	Emergent	11/2/2022	12:00:23 AM	12:09:34 AM	0:09:11	12:39:45 AM	25625 RYAN PL
221103-CFA01514	Emergent	11/3/2022	3:56:23 PM	3:59:29 PM	0:03:06	4:01:20 PM	RIO RD / OLIVER RD
221107-CFA01531	Emergent	11/7/2022	4:01:41 PM	4:09:02 PM	0:07:21	4:58:41 PM	275 CROSSROADS BI
221109-CFA01537	Emergent	11/9/2022	1:28:21 PM	1:35:14 PM	0:06:53	1:42:47 PM	25717 CANADA DR
221109-CFA01538	Emergent	11/9/2022	7:32:28 PM	7:39:12 PM	0:06:44	7:40:15 PM	25390 CARMEL KNOL
221110-CFA01541	Emergent	11/10/2022	4:54:14 PM	4:59:40 PM	0:05:26	6:06:49 PM	26245 CARMEL RANC
221111-CFA01546	Emergent	11/11/2022	3:10:04 PM	3:12:00 PM	0:01:56	3:20:00 PM	25315 FLANDERS DR
221112-CFA01553	Emergent	11/12/2022	8:08:55 AM	8:16:05 AM	0:07:10	9:33:23 AM	25375 ARRIBA DEL M
221112-CFA01554	Emergent	11/12/2022	12:57:12 PM	1:07:37 PM	0:10:25	1:13:20 PM	4275 CANADA LN
221114-CFA01564	Emergent	11/14/2022	4:13:58 AM	4:19:27 AM	0:05:29	5:08:00 AM	3139 8TH AVE
221114-CFA01565	Emergent	11/14/2022	11:26:54 AM	11:32:59 AM	0:06:05	11:48:48 AM	26358 CARMEL RANC
221114-CFA01567	Emergent	11/14/2022	10:16:41 PM	10:24:53 PM	0:08:12	10:38:11 PM	26395 SCENIC RD
221116-CFA01572	Emergent	11/16/2022	6:43:37 AM	6:50:07 AM	0:06:30	7:38:59 AM	26372 RIVERSIDE PL
221116-CFA01573	Emergent	11/16/2022	2:40:35 PM	2:46:55 PM	0:06:20	3:51:06 PM	555 CARMEL RANCHC
221116-CFA01574	Emergent	11/16/2022	4:35:43 PM	4:40:11 PM	0:04:28	4:59:04 PM	201 CROSSROADS BI
221119-CFA01580	Emergent	11/19/2022	8:44:34 AM	8:50:11 AM	0:05:37	8:59:22 AM	3665 RIO RD
221121-CFA01586	Emergent	11/21/2022	2:01:35 AM	2:12:46 AM	0:11:11	3:15:00 AM	4060 ARROYO TRL
221121-CFA01587	Emergent	11/21/2022	9:36:24 AM	9:40:45 AM	0:04:21	9:48:31 AM	OCEAN AVE / HWY 1
221121-CFA01588	Emergent	11/21/2022	11:38:00 AM	11:47:00 AM	0:09:00	12:45:00 PM	4145 SEGUNDO
221121-CFA01589	Emergent	11/21/2022	12:49:04 PM	12:55:01 PM	0:05:57	1:40:00 PM	26135 CARMEL RANC
221122-CFA01596	Emergent	11/22/2022	8:53:23 PM	8:59:19 PM	0:05:56	9:13:27 PM	3556 TAYLOR RD
221123-CFA01600	Emergent	11/23/2022	4:24:48 PM	4:31:10 PM	0:06:22	5:25:03 PM	4935 CARMEL VALLE
221123-CFA01601	Emergent	11/23/2022	6:12:47 PM	6:22:03 PM	0:09:16	6:39:06 PM	25547 CARMEL KNOL
221123-CFA01602	Emergent	11/23/2022	9:13:51 PM	9:20:36 PM	0:06:45	9:36:34 PM	3850 RIO RD
221124-CFA01611	Emergent	11/24/2022	7:24:04 PM	7:30:17 PM	0:06:13	8:20:00 PM	25547 CARMEL KNOL
221126-CFA01619	Emergent	11/26/2022	7:30:01 AM	7:36:43 AM	0:06:42	8:31:21 AM	3850 RIO RD
221128-CFA01627	Emergent	11/28/2022	2:38:59 PM	2:45:38 PM	0:06:39	2:51:12 PM	4145 SEGUNDA DR
221128-CFA01629	Emergent	11/28/2022	6:34:56 PM	6:40:42 PM	0:05:46	6:53:02 PM	26135 CARMEL RANC
221129-CFA01634	Emergent	11/29/2022	9:08:14 AM	9:18:00 AM	0:09:46	9:20:24 AM	24805 OUTLOOK CT
221129-CFA01637	Emergent	11/29/2022	8:38:38 PM	8:45:55 PM	0:07:17	9:40:00 PM	3331 SAN LUIS AVE
221130-CFA01640	Emergent	11/30/2022	8:27:56 AM	8:37:42 AM	0:09:46	9:37:58 AM	24805 OUTLOOK CT
221130-CFA01642	Emergent	11/30/2022	9:28:36 PM	9:39:05 PM	0:10:29	11:21:02 PM	4059 SUNRIDGE RD
Subtotal		32	Average Response Time		0:06:57		CYPRESS FIRE

PEBBLE BEACH

INCIDENT							
221102-CFA01510	Emergent	11/2/2022	4:41:01 PM	4:49:51 PM	0:08:50	6:05:00 PM	3152 FOREST LAKE R
221106-CFA01527	Emergent	11/6/2022	4:15:10 AM	4:25:42 AM	0:10:32	4:54:28 AM	1415 LISBON LN
221109-CFA01535	Emergent	11/9/2022	8:01:32 AM	8:09:47 AM	0:08:15	9:07:53 AM	3202 DEL CIERVO RC
221109-CFA01536	Emergent	11/9/2022	10:45:06 AM	10:53:04 AM	0:07:58	11:36:27 AM	3384 SEVENTEEN MII
221112-CFA01556	Emergent	11/12/2022	4:15:35 PM	4:22:12 PM	0:06:37	6:15:30 PM	FOREST LAKE RD / R
221112-CFA01558	Emergent	11/12/2022	11:34:02 PM	11:43:19 PM	0:09:17	12:32:18 AM	3307 SEVENTEEN MII
221117-CFA01578	Emergent	11/17/2022	4:15:46 PM	4:23:04 PM	0:07:18	5:10:48 PM	1500 CYPRESS DR
221118-CFA01579	Emergent	11/18/2022	10:25:01 AM	10:32:07 AM	0:07:06	10:47:31 AM	3290 CYPRESS DR
221119-CFA01581	Emergent	11/19/2022	12:58:22 PM	1:07:00 PM	0:08:38	2:00:00 PM	3187 FOREST LAKE R

221123-CFA01598	Emergent	11/23/2022	10:11:33 AM	10:21:58 AM	0:10:25	11:10:00 AM	1500 CYPRESS DR
221125-CFA01613	Emergent	11/25/2022	1:31:11 PM	1:39:03 PM	0:07:52	2:10:13 PM	SPYGLASS HILL RD /
221125-CFA01614	Emergent	11/25/2022	2:25:25 PM	2:30:11 PM	0:04:46	3:30:00 PM	3253 STEVENSON DR
221125-CFA01618	Emergent	11/25/2022	6:59:40 PM	7:06:13 PM	0:06:33	8:00:00 PM	3215 LIVE OAK MEAC
221127-CFA01622	Emergent	11/27/2022	2:00:19 AM	2:06:00 AM	0:05:41	4:00:52 AM	3403 SEVENTEEN MII
221128-CFA01626	Emergent	11/28/2022	9:25:56 AM	9:41:15 AM	0:15:19	10:02:56 AM	2700 SEVENTEEN MII
221130-CFA01642	Emergent	11/30/2022	9:28:36 PM	9:39:05 PM	0:10:29	11:21:02 PM	4059 SUNRIDGE RD

Subtotal	16	Average Response Time	0:08:29	PEBBLE BEACH
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PACIFIC GROVE

INCIDENT							
221129-CFA01635	Al Emergen	Al 11/29/2022	1:17:22 PM	1:28:44 PM	0:11:22	3:00:00 PM	551 GIBSON AVE
221130-CFA01641	Al Emergen	Al 11/30/2022	5:26:34 PM	5:38:11 PM	0:11:37	6:53:22 PM	949 14TH ST

Subtotal	2	Average Response Time	0:11:29	PACIFIC GROVE
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MARINA

INCIDENT							
221108-CFA01532	Non-Emerg	11/8/2022	9:36:46 AM	9:59:47 AM	0:23:01	11:15:00 AM	DEL MONTE BL SB OI

Subtotal	1	Average Response Time	0:23:01	MARINA
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MID COAST

INCIDENT							
221122-CFA01595	Emergent	11/22/2022	5:46:42 PM	6:05:00 PM	0:18:18	6:47:31 PM	37013 PALO COLORA
221123-CFA01597	Emergent	11/23/2022	7:59:40 AM	8:17:00 AM	0:17:20	9:00:33 AM	36648 HWY 1
221125-CFA01617	Emergent	11/25/2022	5:21:58 PM	5:34:00 PM	0:12:02	6:25:13 PM	31613 HWY 1

Subtotal	3	Average Response Time	0:15:53	MID COAST
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MONTEREY

INCIDENT							
221101-CFA01505	Emergent	11/1/2022	12:08:33 PM	12:15:41 PM	0:07:08	12:37:00 PM	5 VICTORIA RISE
221101-CFA01506	Emergent	11/1/2022	2:26:11 PM	2:34:14 PM	0:08:03	3:15:00 PM	560 MUNRAS AVE
221112-CFA01552	Emergent	11/12/2022	2:08:51 AM	2:18:34 AM	0:09:43	2:32:19 AM	MUNRAS AVE NB OFF
221112-CFA01557	Emergent	11/12/2022	9:41:05 PM	9:51:46 PM	0:10:41	10:27:33 PM	800 CASANOVA AVE
221121-CFA01591	Non-Emerg	11/21/2022	8:37:39 PM	8:48:21 PM	0:10:42	10:00:00 PM	1575 SKYLINE DR
221123-CFA01599	Emergent	11/23/2022	1:18:03 PM	1:30:11 PM	0:12:08	2:12:20 PM	555 ABREGO ST
221123-CFA01603	Emergent	11/23/2022	9:41:47 PM	9:51:28 PM	0:09:41	10:36:00 PM	895 LOBOS ST
221125-CFA01612	Emergent	11/25/2022	12:12:06 PM	12:22:27 PM	0:10:21	1:20:00 PM	1501 SKYLINE DR

Subtotal	8	Average Response Time	0:09:48	MONTEREY
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SEASIDE/SAND CITY

INCIDENT							
221109-CFA01539	Emergen	Al 11/9/2022	9:12:49 PM	9:30:00 PM	0:17:11	12:35:27 PM	1536 Broadway Ave
221115-CFA01569	Emergen	Al 11/15/2022	2:27:12 PM	2:37:21 PM	0:10:09	1:15:00 AM	691 Harcourt Ave

Subtotal	2	Average Response Time	0:13:40	SEASIDE/SAND CITY
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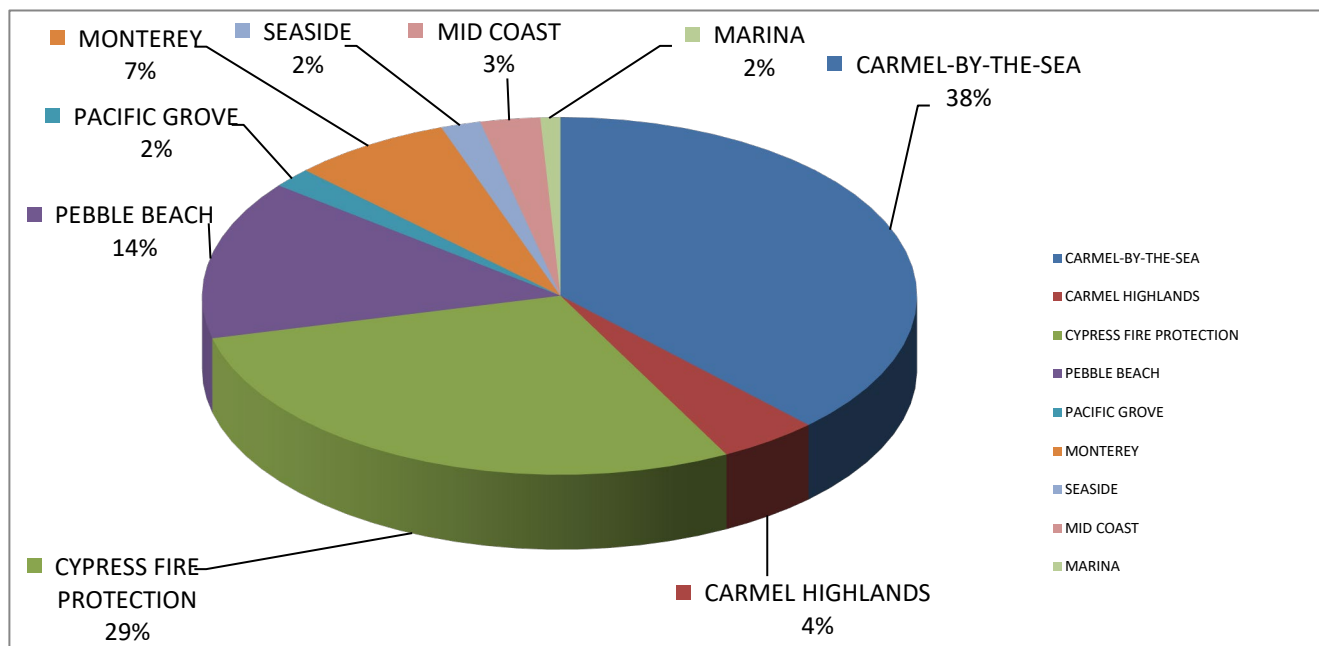
TOTAL ALL CALLS	111	TOTAL AVERAGE RESPONSE TIME	0:06:28	
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**CITY OF CARMEL - FIRE AMBULANCE DEPARTMENT
NOVEMBER 2022**

Response Summary Report by District Type

<u>District Response</u>	<u>Number</u>	<u>Average Response Time</u>
CARMEL-BY-THE-SEA	42	0:02:47
CARMEL HIGHLANDS	5	0:10:47
CYPRESS FIRE PROTECTION	32	0:06:57
PEBBLE BEACH	16	0:08:29
PACIFIC GROVE	2	0:11:29
MONTEREY	8	0:09:48
SEASIDE	2	0:13:40
MID COAST	3	0:15:53
MARINA	1	0:23:01
Total Responses	111	0:06:28

%of code 3 medical responses in Carmel < 5min 100.00%





CITY OF CARMEL-BY-THE-SEA

Monthly Report

Public Works Department Report November 2022

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert M. Harary, P.E., Director of Public Works
SUBMITTED ON:	December 1, 2022
APPROVED BY:	Chip Rerig, City Administrator

City Council Meeting of November 1, 2022

- Adopted Resolution 2022-094, awarding a \$175,000 Professional Services Agreement to EMC Planning, with subconsultants Integral Consulting and Haro Kasunich, for the Coastal Engineering Study, as recommended by the Climate Committee and as outlined in the Climate Adaptation Plan.
- Adopted Resolution 2022-096, adopting the 2022 Monterey County Multi-Jurisdictional Hazard Mitigation Plan.
- Adopted Resolution 2022-098, amending CDP 18-231 to extend the current Beach Fire Management Pilot Program by six months, through May 15, 2023.
- Received the Car Week After Action Report.

Forest and Beach Commission Meeting of November 10, 2022

- Denied removal of one Monterey pine tree, but authorized pruning of same, at Junipero Street, 5 northeast of Third Avenue. Requested waiver of tree removal permit application fee if same tree further deteriorates within ten years, and if fee waiver is allowed per City requirements at that future time.
- Public Works Director gave a presentation regarding the San Carlos Median Islands Project, between Tenth and Thirteenth Avenues, that is integral with upcoming paving and bike route construction work. Included project history, funding sources, and results of first Public Workshop held in early 2020, after which, the Project was put on hold for two years due to the Pandemic. Requested Commission feedback on a preference of four smaller, versus two larger islands, and landscaping themes. Twelve members of the public spoke, many living in the neighborhood, all opposed installing any medians. Commission requested to revisit the Project following a second Public Workshop.
- Forester suggested establishing a Steering Committee, comprised of the Forest and Beach Commission plus possible additional members, and a Technical Advisory Committee, to guide the development of the Urban Forest Management Plan which is now underway. Commission requested staff to develop a basic Committee Charter, application process, and screen candidates for tentative selection at an upcoming meeting.
- Presented Forester's and Public Works Department's monthly reports for October 2022.

Traffic Safety Committee Meeting of November 10, 2022

- Resolved that stop-controlled intersection changes made at Junipero Street and Seventh Avenue are in good working order at this time, including the recently-installed crosswalk across Seventh.
- Reviewed speed reduction request along Torres Street, north of Ocean Avenue. Data does not indicate speeding, but overgrown trees at the Ocean Avenue intersection will be pruned for site visibility.
- Discussed MST's request to remove parking spaces in front of bus stop benches at Junipero and Fourth, and at San Carlos and Ninth. MST and staff to work together to further review the merits of this request, to see if there are similar concerns at other bust stop locations, and to seek alternatives which minimize the loss of parking spaces.

- Denied a request to install fencing along the west side of Carpenter, north of First Avenue; however, Applicant was unable to attend.
- Approved converting a red no parking zone along Sixth Avenue, west of San Carlos Street, into a yellow commercial loading zone, with signage restricting hours and truck loading durations.
- Denied a request to create a resident permit-only parking space on Santa Rita Street, between Ocean and Sixth Avenues.
- Approved installing an intermediary “No Parking” post on the west side of Guadalupe, between Seventh and Mountain View, to ensure emergency vehicle access on a narrow segment of roadway.
- Reviewed request from Carmel Rotary Club to install signs at the entrances into the City, at Rio Road and Carpenter Street. Staff will recommend locations for City Council consideration in January.

Climate Committee Meeting of November 17, 2022

- Meeting Cancelled

Administration

- Processed a Statement of Support letter from the National Guard and Reserve recognizing the City’s support of our troops, and to honor Facility Maintenance Specialist, Leo Hernandez, for his service. On Council agenda for December 6th meeting.
- Coordinated donations valued at \$150,316, plus over 7,800 volunteer labor hours, with Carmel Cares, for City Council acceptance of donations at the December 6th meeting.
- Gave a presentation to the Carmel Rotary about the Public Works Department operations, key accomplishments, and challenges in 2022.
- Unfortunately, PG&E declined City’s request to relocate the existing overhead power line along the Willow Trail in the Mission Trail Nature Preserve (MTNP) to underground, despite it being an ideal project candidate in a very high fire zone.
- Public Works managers met with Community Planning and Building to coordinate plan check, permit processing, and related issues. Team agreed to continue process improvements and meet quarterly.
- Provided feedback to developer for Ulrika Plaza’s third design iteration, at a Development Review meeting.
- Held a team building Pumpkin Carving Contest. Thanks to Chief Ward for serving as the Judge.
- All Public Works staff completed harassment training.
- Reposted the Project Manager position and screened applications.
- Updated and cleaned up the Professional Services Agreement template used by City-wide staff.
- Public Works Director vacationed to Brisbane, Australia, where he fed kangaroos, rode on very efficient bus lines, saw “Give Way” yield signs, stood a white sand beach on the Pacific Ocean facing east, and heard 200 people from literally all over the world sing to Queen’s “Bohemian Rhapsody” song in unison!

Carmel Cares

- 65 volunteers, representing three Rotary Clubs, High School students, Girl Scouts, and Carmel Cares planted 857 drought-tolerant, native plants in the Forest Theater, as approved by the Forest and Beach Commission and staff.
- Submitted draft plans for the Scenic Pathway Guardrail Repair Project, which was checked by staff.
- Continued planning for picnic tables and pathways for Phase 2 improvements at Forest Theater. Plans will include an ADA-compliant pathway from a parking space to a picnic table area.
- The Downtown Detail continued to make downtown beautification improvements, and worked with High School students to clean up Carmel Beach and around the North Dunes habitat restoration site.
- Continued to maintain and improve the Scenic Pathway, focusing on native plant pruning and ice plant removal.

Environmental Programs

- Reviewed a Contract from PG&E which would authorize PG&E to install a new meter and equipment, valued at \$200k but at no charge to the City, for new EV charging stations along the southern row of the Vista Lobos parking lot. A high capacity charger would be for the new electric street sweeper.

- Received a draft report from Central California Energy Watch which suggests some options to reduce energy consumption. Will meet with group in December.
- Developed and executed a new Professional Services Agreement with Dudek for on-call environmental services.
- Preparing a Professional Services Agreement with Applied Marine Science to continue water quality testing and monitoring efforts associated with the ocean's Area of Special Biological Significance.
- Developed a Dog Behavior Survey posted on the City's website. Information will be used to enhance voluntary compliance to clean up pet waste to reduce bacteria from entering waterways.
- Attended a tour sponsored by ReGen Monterey (formerly Monterey Regional Waste Management District) which included tours of the recycling center and landfill gas to energy facility.
- Coordinated with ReGen Monterey regarding implementation of the new Edible Food Recovery Program, an element of Senate Bill SB1383.
- Held a kick off meeting with the City Administrator, and Public Safety, Community Planning & Building, and Public Works Directors, to establish an approach to implementing, coordinating, and tracking the numerous and long-term projects identified in the Climate Adaptation and Climate Action Plans.
- Supported removal of a Tesla vehicle that crashed into the North Dunes. Fortunately, there were no impacts to endangered or sensitive species and only minor damage to an oak tree and vegetation.

Facility Maintenance

- Facilitated the fast-track replacement of a failed boiler motor at Sunset Center, which rendered the facility without heat for several days. Seeking reimbursement from manufacturer's warranty.
- Working with Sunset Center staff, cleaned out rain gutters around Sunset Center roof.
- Vendors conducted annual testing of fire alarm and emergency generator systems.
- Upgraded to LED lighting at the Devendorf Park and First Murphy restroom facilities.
- Replaced rusted Bar-B-Que grills at Vista Lobos Park.
- Installed "No Unauthorized Access" signs at strategic doorways at City facilities.
- Repaired crankcase for Police/Public Works emergency generator.
- Issued Purchase Order for refurbished office furniture for the Public Works front office (Environmental, Forestry, and Director's office) to match existing lobby furniture. New furniture arrangement will accommodate seven, rather than the existing six, office staff.
- Assisted with holiday decorations in Devendorf Park and along Ocean Avenue.
- Assisted with set up for the holiday Menorah and Tree Lighting Event.

Project Management for Capital Improvement Program

Wallace Group Projects:

- For the MTNP Well Abandonment and Pump House/Water Tank Removal project, Rincon prepared a CEQA Categorical Exclusion document identifying construction mitigation to minimize impacts. No regulatory permits are required since all work will be done outside of the streambed. M3 prepared a hazardous materials report noting no asbestos at these facilities, but traces of lead paint in piping.
- For the Concrete Streets Repair Project, which includes a bike path along Ocean Avenue, between Monte Verde and San Antonio, proposals and fee negotiations were finalized with BKF. A Professional Services Agreement, with a fee estimate of \$200,000, is anticipated for the January Council meeting.

Ausonio, Inc. Projects:

- Based on a building permit readiness review, the City Hall Retaining Wall Repair Project plans need to be supplemented by a geotechnical memorandum supporting the structural design. Work in progress.
- A Professional Services Agreement was finalized with Bureau Veritas for Facility Condition Assessments for four City buildings: City Hall, Fire Station, Public Works, and Vista Lobos. The \$56,518 contract will be presented at the December 6th Council meeting.

4 Leaf Projects:

- For the 2020/21 Paving Project, met with the design engineer and 4 Leaf project manager to finalize the technical specifications, special conditions, and bid item descriptions.

- For the Police Building Renovation Project, selected Wald, Runke & Dost Architects to reboot the project. Negotiated a number of proposal revisions with WRD leading up to an approach of functional programming report and schematic design, with a fee of \$89,115, to refine the project scope of work, including the proposed EOC, report writing room, revised locker rooms, EV chargers, and resilience evaluation. Will also evaluate the Project based on new 2022 building code requirements for possible building-wide fire sprinklers, ADA facilities, electrical re-wiring, and seismic verification. Professional Services Agreement prepared and will be presented at the December 6th City Council meeting.

Other CIP Projects:

- The HVAC Controller System Project at Sunset Center, which was amended into the Capital Improvement Plan late last Fiscal Year, was completed and tested. Closeout in progress.

Street Maintenance

- Set up and staffed the Homecrafter's Event on November 19th at Sunset Center.
- Cleaned up after the first big storm event which dumped 2.41 inches of rain in Carmel, flooded parts of Forest Hill Park, knocked down tree limbs, and eroded beach sand.
- Completed the annual Storm Drain Inspection Program to prepare for the winter season.
- Mucked out drainage channels and swales, notably along Rio Road and Fourth Avenue.
- Continued making ongoing sidewalk repairs in the downtown area.
- Began implementing traffic modifications resulting from the Nov. 10th Traffic Safety Committee meeting.
- Completed Annual Program Compliance Reports required for Measure X and SB-1 funding.
- Installed a "Slow" sign for southbound Camino del Monte into San Carlos Street at the Hofsas House.
- Replaced posts on the pedestrian bridge in Devendorf Park.
- Provided maintenance services and minor repairs to a number of fleet vehicles and heavy equipment.
- Investigated the costs for installing rubber mat tree wells, as commonly found in Monterey. Rubber mats can be made to appear as wood chips. Will install a pilot case in the near future.

Forestry Parks and Beach Report (Forester's Report)

- Davey Resource Group began collecting tree inventory data as part of the initial stages of creating an Urban Forestry Master Plan.
- Held kick-off meeting with landscaping maintenance contractor, Town & Country, and several task orders were issued with many more to come.
- Planted 6 new trees, including relocated redwood saplings from LA, "Fern" and "Feather," in Devendorf Park.
- 60 new trees of varies species arrived for planting throughout town.
- An oak tree was damaged by a car in the North Dunes.
- Devendorf Park hosted the Veteran's Day commemoration and has been decorated for the winter holidays.

Private and Development Activities

2022 Permitted Removals and Required Planting

	Removals	Plant Upper	Plant Lower	No room for New Tree	Meets Density Recommendation	Total Number of Trees Required
January	2	1	1	0	0	2
February	14	4	5	0	3	9
March	13	4	4	0	4	8
April	7	2	5	3	2	7
May	19	8	4	3	4	12
June	11	3	1	0	6	4
July	8	1	1	4	1	2

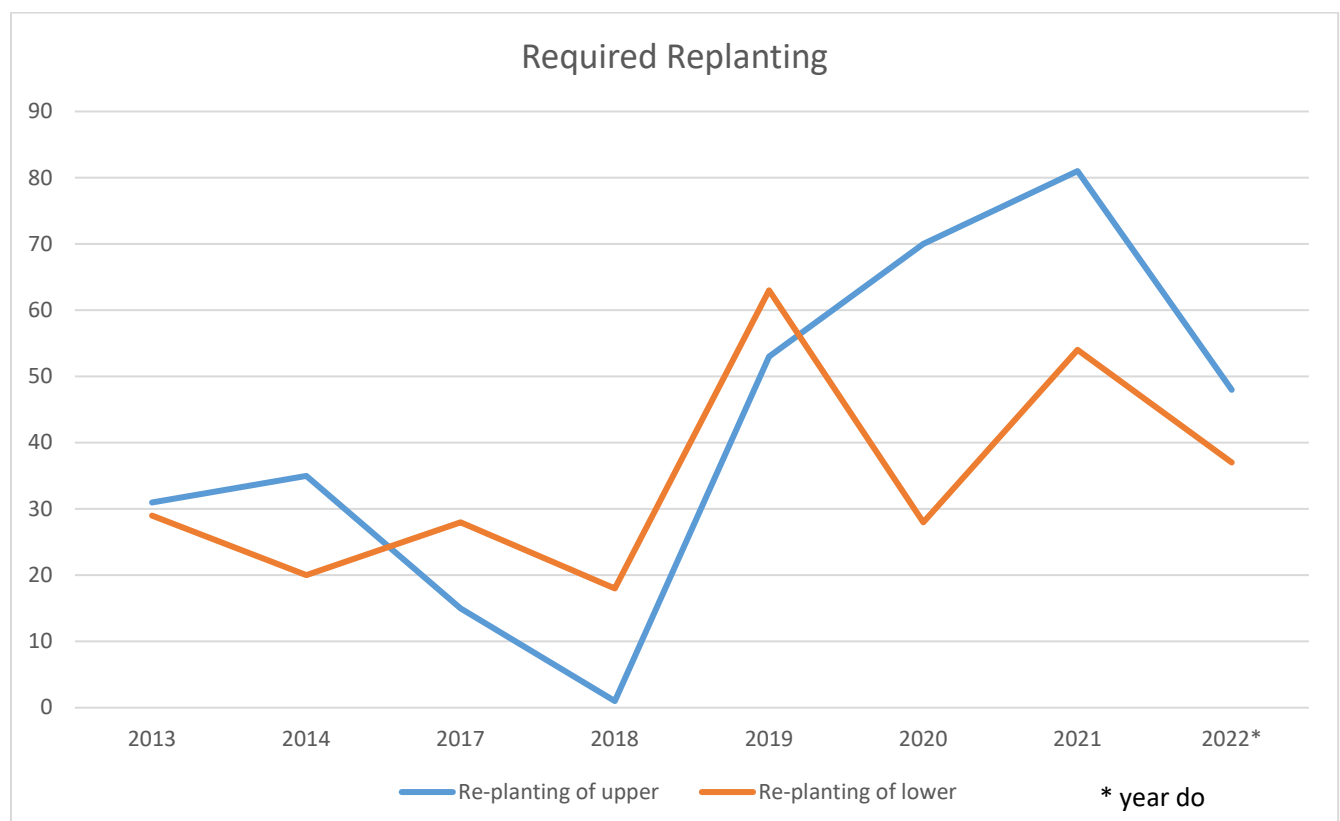
August	41	16	10	5	3	26
September	9	5	2	0	0	7
October	7	0	1	0	6	1
November	18	4	3	0	9	7
December						
2022 Totals	149	48	37	15	38	85

Historic Permitted Removals and Required Planting

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

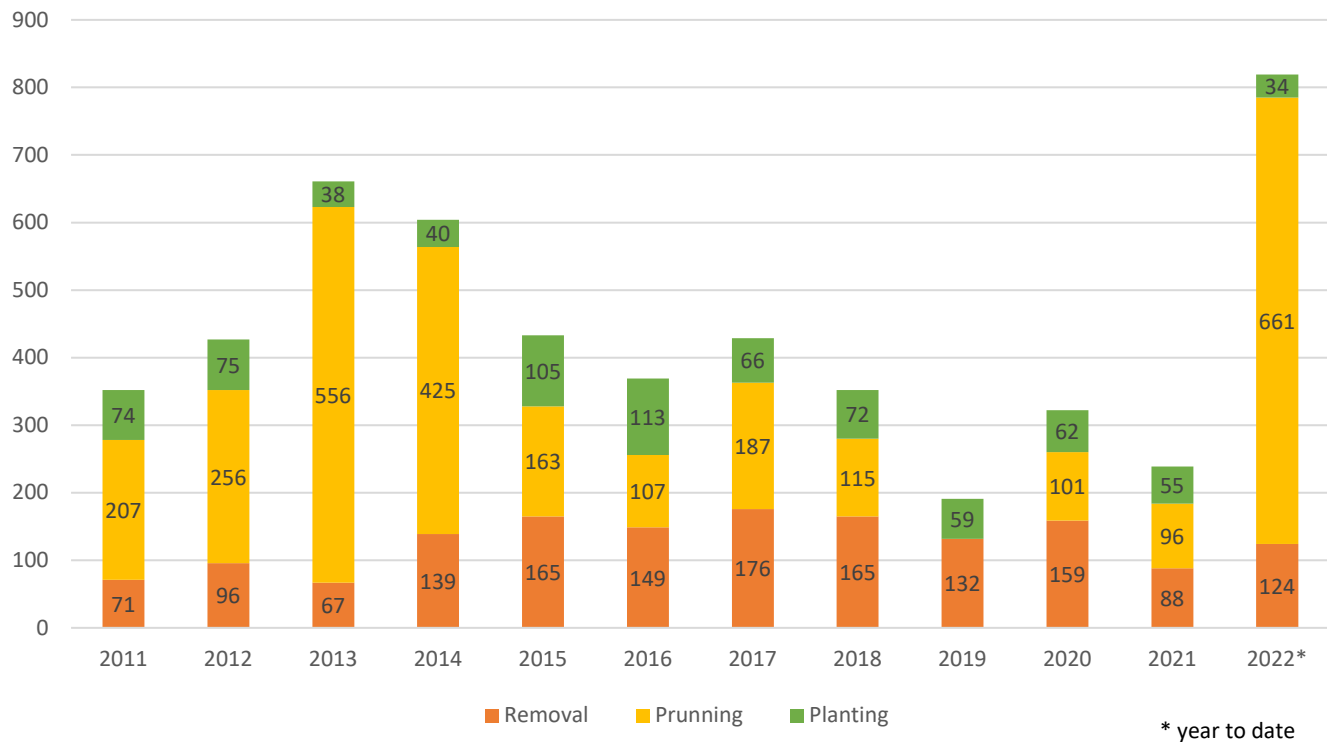
	Permitted removals	Removal of upper	Removal of lower	Replanting Required	Replanting of upper	Replanting of lower	Replanting %	Applications processed
2021	204	81	123	135	81	54	66.18%	213
2022*	149	82	67	85	48	37	57.04%	168

*year to date

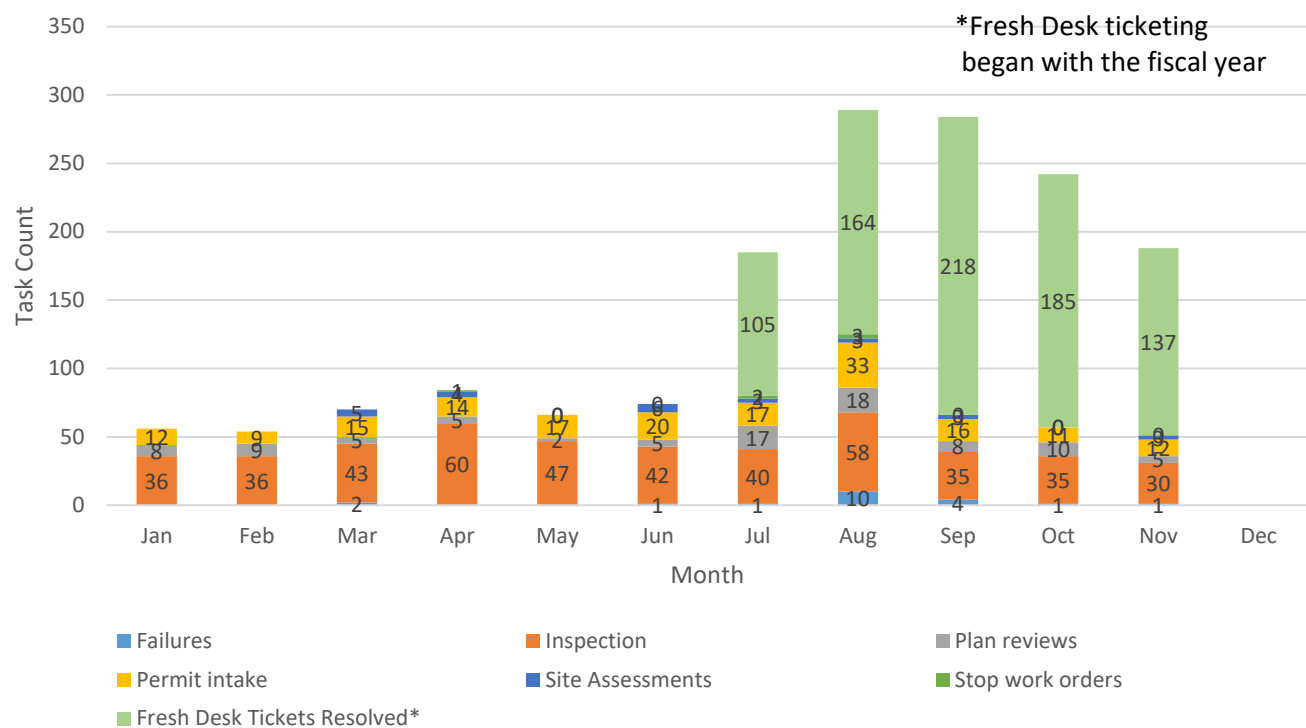


City Forestry, Parks, and Beach Activities

City Performed Tree Work Year-by-Year Comparison



2022 Administrative & Field Tasks



PRA Requests – November, 2022

request number	Date Requested	10-day response date	records requested	requestor	date completed	notes
2022-074	11/4/2022	11/14/2022	Building permit records for Dolores St NW of 13th, Carmel	Matthew Evans	11/8/2022	CPB responded
2022-075	11/14/2022	11/28/2022	public records that involve complaints, notices of violations, citations, and any other document referencing an alleged or actual violation of any federal, state, or local law that references Pacaso Inc. between the dates of 02/02/2020 - 11/01/2022	Sarah Filosa	12/5/2022	records not subject to PRA per GC 6254(f). Sent email 12/5/22.
2022-076	11/28/2022	12/8/2022	Any awarded contract and bid tabulation results for: City CIP Projects - due date 5/26/22. Include the following info: contract number, awarded vendor name, awarded vendor address, awarded vendor phone, award amount, award date, start date, end date, contract terms.	Rhea mae Lumanog, Deltak, Inc.	12/20/2022	sent records 12/20/2022

Police Records Requests – November, 2022

Date Completed by PSO	Requestor	Info Requested	Status	Date & PSO Mailed
11/6/22 DA	Biviano Chavez	CA 2200489	completed	mailed by DA
11/6 DA	Sharleen Esfahan	CC2200219/CG2100591	completed	awaiting pick up
11/10/2022	Jason Bristol	CA2200506	completed	emailed by DA
11/17/22 DA	Dan Mason	CA2200506	completed	mailed by DA
11/17 DA	Daniel Kerr	CA2200518	completed	awaiting pick up
11/17 DA	Lexis Nexis	CG2200500	completed	awaiting pick up
11/23 DA	Lexis Nexis	CA2200518	completed	mailed by DA
11/24 DA	Natasha Whitney	CC2200511	completed	mailed by DA
11/25 DA	Kaufman Law Firm	CA2100458	denied	emailed requestor to send fee for photos & CAD report
11/22 DA	Ron Hutton	CG2200529	completed	picked up
	Jose Morales	CG2200413		
12/4 DA	Alexis Hernandez Medina	CG2200487	denied	still under investigation, letter mailed



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

January 10, 2023
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Ashlee Wright, Director, Libraries & Community Activities
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2023-002, authorizing the City Administrator to execute a Professional Services Agreement with Jayson Architecture, for an amount not to exceed \$55,000, for the Library Master Plan Project

RECOMMENDATION:

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

BACKGROUND/SUMMARY:

In June 2021, the City Council approved a Fiscal Year (FY) 2021/22 Capital Improvement Project entitled "Library Master Plan," with a budget of \$50,000 funded by Measure C. Due to the ongoing pandemic, this Project was carried over into FY 2022/23.

The objective of this Project is to develop facility plans for the Harrison Memorial and Park Branch Library buildings in support of the Library's Strategic Plan. The plan will identify opportunities for improvements within the buildings, including accessibility, shelving, modular furniture, and improved catalog access.

In spring 2022, the Public Works Department issued a Request for Statements of Qualifications (SOQs) for consultants covering 14 different professional service areas, including architectural services. This mass-produced consultant selection approach resulted in the receipt of seven, consistently-formatted SOQs. All SOQs received allowed for focused reviews on firm capabilities, technical expertise of proposed key individuals, project management controls, and prior experience with similar projects, for streamlined, "apples-to-apples" comparisons.

Specifically, the City's request for SOQs for Architectural Services listed tasks needed for the Library Master Plan Project including space planning, schematic design, and historic preservation, as well as qualifications for future phase project tasks, such as preparing design plans and specifications, and

construction support for various projects for both the Harrison Memorial and Park Branch library buildings.

The SOQs submitted for architectural services were independently reviewed by a selection panel consisting of the Executive Director of the Carmel Public Library Foundation, a Board Director of the Foundation, Library and Community Activities Director, and Public Works Director. This committee narrowed the seven (7) firms down to two (2) firms for further evaluation: Jayson Architecture and Thomas Hood Architects.

A thorough vetting process was then undertaken by an expanded committee, with the President of the Library Board of Trustees and another Board Director from the Carmel Public Library Foundation, which included a submission of proposals for Phase 1 of the Library Master Plan Project and two rounds of interviews. The committee is recommending that the City enter into a Professional Services Agreement with Jayson Architecture. Their scope of work includes performing an existing conditions evaluation by an architect, and structural, electrical, and mechanical engineers; preparation of a facility design guide; and development of a preliminary, 5-year capital improvement plan with project cost estimates, focusing on the most critical, prioritized needs of the library buildings. This is just the first step in the process of the long-term goal of upgrading our public libraries and to address the backlog of deferred maintenance. The Master Plan is anticipated to be completed within approximately four months from the issuance of a Notice to Proceed.

FISCAL IMPACT:

Jayson's base fee for these services is \$50,000, matching the available funding. However, due to the comments noted by the selection committee, minor additional services may be promptly needed to keep the momentum going during the Master Planning Phase. Therefore, a budget contingency of 10%, or \$5,000, is recommended for potential Supplemental Services. Sufficient funds for the total contract not-to-exceed amount of \$55,000 is available in the Capital Projects Fund #301-311-00-43008.

Funding for future phases of the Library Master Plan will be determined in partnership by the City, Carmel Public Library Foundation, and the Harrison Memorial Library Board of Trustees.

PRIOR CITY COUNCIL ACTION:

In May 2022, the City Council approved the carry-over of unfinished Capital Improvement Projects from FY 2021/22, including the Library Master Plan, into the FY 2022/23 Capital Improvement Program.

ATTACHMENTS:

Attachment 1) Resolution 2023-002

Attachment 2) Professional Services Agreement with Jayson Architecture

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

Attachment 1

RESOLUTION NO. 2023-002

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 JAYSON ARCHITECTURE, FOR AN AMOUNT NOT TO EXCEED \$55,000, INCLUDING CONTINGENCY, FOR THE LIBRARY MASTER PLAN PROJECT

WHEREAS, in May 2022, the Carmel-by-the-Sea City Council adopted the Fiscal Year 2022/23 Capital Improvement Plan Budget which included \$50,000 from for a Library Master plan for the Harrison Memorial and Park Branch Libraries;

WHEREAS, the purpose of this project is to develop facility plans for the Harrison Memorial and Park Branch Library buildings in support of the Library's Strategic Plan. The plan will identify opportunities for improvements within the buildings, including accessibility, shelving, modular furniture, and improved catalog access; and

WHEREAS, based on a committee's evaluations of Statements of Qualifications submitted by seven (7) architectural firms, Jayson Architecture was determined to be best qualified to develop a Library Master Plan; and

WHEREAS, the scope of work, schedule, and base fee of \$50,000 was negotiated with this consultant, and a 10% contingency of \$5,000 is recommended for any unanticipated additional work.

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 Jayson Architecture, for an amount not to exceed \$55,000, for the Library Master Plan Project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 10th day of January 2023, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

SIGNED:

ATTEST:

David Potter, Mayor

Nova Romero, City Clerk, MMC

PROFESSIONAL SERVICES AGREEMENT
for the
Library Master Plan Project
Agreement #LIB – JA – 22-23

THIS AGREEMENT is executed this 10th day of January, 2023, by and between the City of Carmel-By-the-Sea, a municipal corporation, (hereinafter "City"), and Jayson Architects, (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: Library Master Plan Project including an existing conditions evaluation, recommendations report, facility design guide, and preliminary 5-year capital improvement plan with cost estimates for proposed projects for both the Harrison Memorial and Park Branch Library buildings. The Scope of Services is attached hereto as Exhibit "A." The Scope of Services under this Agreement should include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto. Consultant agrees to all of the following:
 - i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
 - ii. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B," Key Personnel, Compensation, and Fee Schedule which is made a part of this Agreement.
 - iii. Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City's

written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.

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

B. Change Orders.

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

C. Familiarity with Services and Site.

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

2. COMPENSATION

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Key Personnel, Compensation, and Fee Schedule (Exhibit "B"), with a base fee of Fifty Thousand Dollars (\$50,000). A contingency budget of Five Thousand Dollars (\$5,000) is available for supplemental services that may be required, but only upon prior written authorization by the City. The total compensation of Fifty Five Thousand Dollars (\$55,000) is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant must submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:
 - i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;
 - ii. Invoice number and date;
 - iii. A brief description of services performed for each project phase and/or task;

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

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

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

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

payment. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be non-conforming to the terms of this Agreement.

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

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

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

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

3. AGREEMENT TERM

- A. **Term**. The work under this Agreement will commence by January 10, 2023 and must be completed by June 30, 2025 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)," in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Timely Work**. Consultant will perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term," and Section 3.C, "Project Schedule," of this Agreement. Failure to perform is deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule**. Services must be completed by Consultant in accordance with the Project Schedule set forth in Exhibit "C." The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant will provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant must promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed**. Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City will issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants**. Consultant will perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto in Exhibit "B."
- B. **Substitution of Employees or Subconsultants:**
 - i. Consultant may not substitute any key employee or subconsultant listed in Exhibit "B" without the prior written approval of the City, and such approval will not be unreasonably withheld. The City will not approve removal or substitution of employees or subconsultants

for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.

- ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant may, upon written request from the City, replace such employee or subconsultant. Consultant must, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
 - iii. Whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.
- E. **Independent Contractor:**
- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City may not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, employees and subconsultants.
 - ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant will be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. Consultant will defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

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

Name: Ashlee Wright
 Title: Library and Community Activities Director
 Address: P.O. Box 800, Carmel-by-the-Sea, CA 93921
 Telephone: (831) 624-1366
 Email: awright@icarmel.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: Abraham Jayson
 Title: Principal
 Company: Jayson Architecture
 Address: 50 29th Street, San Francisco, CA 94110
 Telephone: (415) 317-0529
 Email: abe@jaysonarch.com

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

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

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

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

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

7. **INSURANCE**

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

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

- a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City is excess to the Consultant's insurance and will not contribute with it.
 - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant will file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant will file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.

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

8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.
- C. Consultant must furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant may not use the City premises, property

(including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

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

9. CITY INFORMATION AND RESOURCES

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

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and will remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, will be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for

alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.

- C. **Delivery and Use of the Materials.** All Materials will be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant must forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** The provisions contained in Section 10, Ownership and Use of Materials survives the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant must provide such additional copies, and the City will compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

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

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

12. CONFLICT OF INTEREST

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

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

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

- A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;
- E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will be promptly referred to the City Administrator or designee, and the Consultant's Principal, who will meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.

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

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

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

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;

- iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Fails to observe or comply with the City's reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or
 - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant.
- C. **Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City will pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
 - ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant must:
 - a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 - b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
 - iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.
- B. Venue for any such action relating to this Agreement will be in Monterey County.

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

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, may not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings do not govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services." Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and will prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement will take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will constitute one and the same Agreement.

- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that governs should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Limitations of liability and indemnities will survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

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

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

Chip Rerig, City Administrator Date

Abraham Jayson, Principal, Date
Jayson Architecture

APPROVED AS TO FORM:

By: _____
Brian Pierik, Esq., City Attorney

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____

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

EXHIBIT "A"

SCOPE OF WORK

PHASE 1A : Existing Conditions Evaluation

Jayson Architecture will meet with the City and project stakeholders to review your programmatic and facility goals for the project. We will review all City/Library provided materials, including as-built drawings, prior master-planning work, and the City's ADA Needs Assessment Study, as well as any other applicable materials.

Jayson Architecture will visit & evaluate the existing libraries. The existing buildings and sites will be considered through the lens of the desired project program; safety/security; code requirements including ADA access, and building systems upgrades; potential for green or sustainable features; and budget.

Phase 1A – Existing Conditions Evaluation – Meetings:

Meeting #1: Library Kickoff (scope, schedule, budget, & City/Library goals)

Meeting #2: Site Visit with Facilities Department (maintenance & operations)

PHASE 1B: Recommendations Report/Facility Design Guide

Jayson Architecture will meet with the library staff to understand their programmatic goals for the project. Based on the feedback from the City, library facilities department, library staff, and our site evaluation, we will prepare a report outlining our recommendations for the library buildings and sites. We will prepare a facility design guide for the buildings and sites, exploring accessibility, circulation, daylight, sustainable features, outdoor spaces, building systems, and other opportunities for renovation. Preliminary computer renderings will be created to visualize key public spaces inside the libraries. The designs will be articulated by color coded floor plans demonstrating compliance with the building program, proposed modifications to the existing building, and essential adjacencies. Floor plans will also indicate proposed materials and the extents of work to be performed. Our engineering sub-consultants will outline required and recommended improvements. The architecture and engineering recommendations will be sent to the cost estimator to prepare an estimate of probable construction costs.

Phase 1B – Recommendations Report – Meetings:

Meeting #3: Meeting with Library Staff

Meeting #4: Review of Preliminary Design

Phase 1B – Recommendations Report – Deliverables:

Structural assessment & recommendations

Mechanical systems assessment & recommendations

Plumbing systems assessment & recommendations

Electrical and lighting systems assessment & recommendations

AV, Security, & Low voltage systems assessment & recommendations

- Access compliance recommendations
- Finishes & Architectural assessment & recommendations
- Site Assessment & Recommendations
- Preliminary sustainability assessment & recommendations
- Preliminary 3D Renderings (1 for each library)
- Preliminary color coded floor plans
- Construction cost estimate

PHASE 1C: Preliminary Five Year Capital Improvement Plan

During this phase, Jayson Architecture will prepare a preliminary project schedule in Gantt chart format which will outline timelines for phases 2-8 as outlined in this scope of work. This schedule will include milestones for funding, and we will coordinate with the City to identify potential funding sources. We will explore phasing opportunities to allow the library to serve the community during the construction process. This schedule will be updated throughout the project to provide a clear picture of progress and key decision points. Jayson Architecture will create a project cost model outlining total project costs, including construction costs estimated as a part of phase 1B, architecture and engineering fees, contingencies, permitting and inspection fees, FF&E, and other project soft costs.

We will create a Capital Improvement Plan, incorporating the project cost model, project schedule, and recommendations for short term maintenance/priority improvements, and well as recommendations for phasing strategies for the long-term renovation and modernization projects.

Phase 1C – Preliminary Five Year Capital Improvement Plan – Meetings:

Meeting #5: Review of Schedule, Cost Model, & Capital Improvement Plan

Phase 1C – Preliminary Five Year Capital Improvement Plan – Deliverables:

- Project Cost Model
- Project Schedule
- Five Year Capital Improvement Plan

PHASE 2: Conceptual Design/ Community Outreach

At the beginning of the conceptual design phase, we will hold a community programming workshop to solicit public input regarding community needs and aspirations for the new design. Data gathered during this workshop will inform the features and program of the proposed spaces.

At this point, we will enlist the services of our Civil Engineer and Landscape Architect. We will visit the site with them, examining the project through the lens of parking, grading, stormwater, utilities, and outdoor garden and site features.

EXHIBIT "B" - KEY PERSONNEL, COMPENSATION, AND FEE SCHEDULE

Attachment 2

STATEMENT OF QUALIFICATIONS PACKAGE FOR ARCHITECTURAL, ENGINEERING, PROJECT
MANAGEMENT, AND OTHER PROFESSIONAL SERVICES

FORM G – HOURLY RATE SHEET

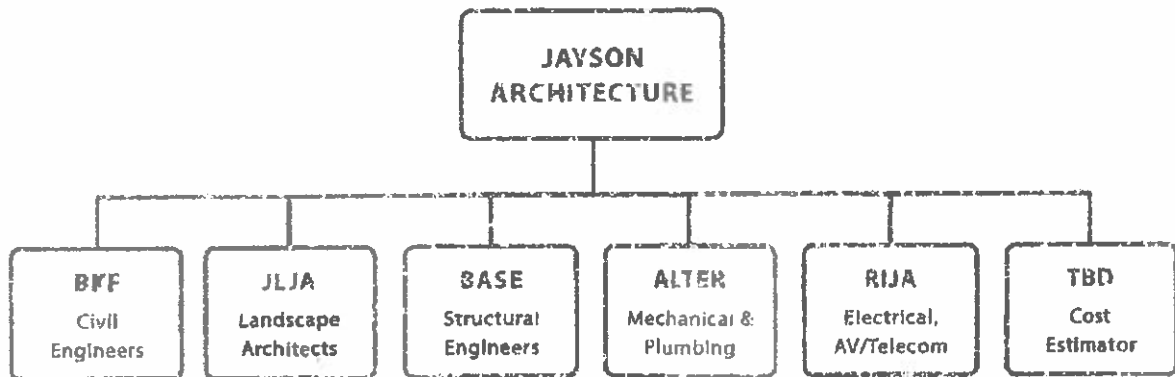
No.	Key Personnel from FORM C	Role	Fully Burdened Hourly Rates		
			7/1/2022 to 6/30/2023	7/1/2023 to 6/30/2024	7/1/2024 to 6/30/2025
1.	Abraham Jayson	Principal	\$ 175	\$ 185	\$ 195
2.	Katie Stuart	Project Manager	\$ 150	\$ 160	\$ 170
3.	Gokhan Akalan	Principal	\$ 190	\$ 220	\$ 250
4.	Matthew Dehghani	Principal	\$ 210	\$ 210	\$ 230
5.	Ray A. Juachon	Principal	\$ 195	\$ 205	\$ 210
6.	Joni L. Janecki	Principal	\$ 260	\$ 282	\$ 306
7.			\$	\$	\$
8.			\$	\$	\$
9.			\$	\$	\$
10.			\$	\$	\$
No.	Other Staff (or Classifications)	Role	Fully Burdened Hourly Rates		
			7/1/2022 to 6/30/2023	7/1/2023 to 6/30/2024	7/1/2024 to 6/30/2025
11.			\$	\$	\$
12.			\$	\$	\$
13.			\$	\$	\$
14.			\$	\$	\$

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

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

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

TEAM ORGANIZATION CHART



JONI L. JANECKI
& ASSOCIATES



Civil Engineer

BKF Engineers

Contact: Jonathan Tang PE
255 Shoreline Drive, Suite 200
Redwood City, CA 94065
P: 650-482-6300
E: jtang@bkf.com

Mechanical/Plumbing Engineer

Alter Consulting Engineers

Contact: Matthew Deghani
1091 56th Street
Oakland, CA 94608
P: 510-876-2591
E: matt@alterengineers.com

Landscape Architects

Joni L. Janecki & Associates

Contact: Joni Janecki RLA
515 Swift Street
Santa Cruz, CA 95060
P: 831-423-6040
E: jlj@jlja.com

Electrical Engineer

RIJA

Contact: Ray A. Juachon PE
1620 Montgomery Street, Suite 250
San Francisco, CA 94111
P: 415-730-7994
E: raya@rijainc.com

Structural Engineer

BASE Design

Contact: Gokhan Akalan SE
582 Market St., Suite 1402
San Francisco, CA 94104
P: 415-466-2997
E: Gokhan@BASEdesigninc.com

Cost Estimating

TBD Consultants

Contact: Amy Muhl
111 Pine Street, Suite 1315
San Francisco, CA 94111
P: 415-981-9430
E: amuhl@tbdconsultants.com

EXHIBIT "B" PROPOSED FEE

		PHASE 1A: EXISTING CONDITIONS EVALUATION	PHASE 1B: RECOMMENDATIONS REPORT/ FACILITY DESIGN GUIDE	PHASE 1C: PRELIMINARY FIVE YEAR CAPITAL IMPROVEMENT PLAN	TOTALS
Basic Service	Consultant				
Architectural Services	JAYSON	\$4,000	\$24,000	\$4,000	\$32,000
Structural Engineering	BASE	\$1,100	\$2,200	\$0	\$3,300
Mechanical/Plumbing Engineering	ALTER	\$1,100	\$2,200	\$0	\$3,300
Electrical Engineering	RIJA	\$1,100	\$2,200	\$0	\$3,300
Cost Estimating	TBD	\$0	\$6,600	\$0	\$6,600
Subtotal Basic Services		\$7,300	\$37,200	\$4,000	\$48,500
Reimbursable Expense Allowance		\$500	\$500	\$500	\$1,500

Total Proposed Fee \$50,000

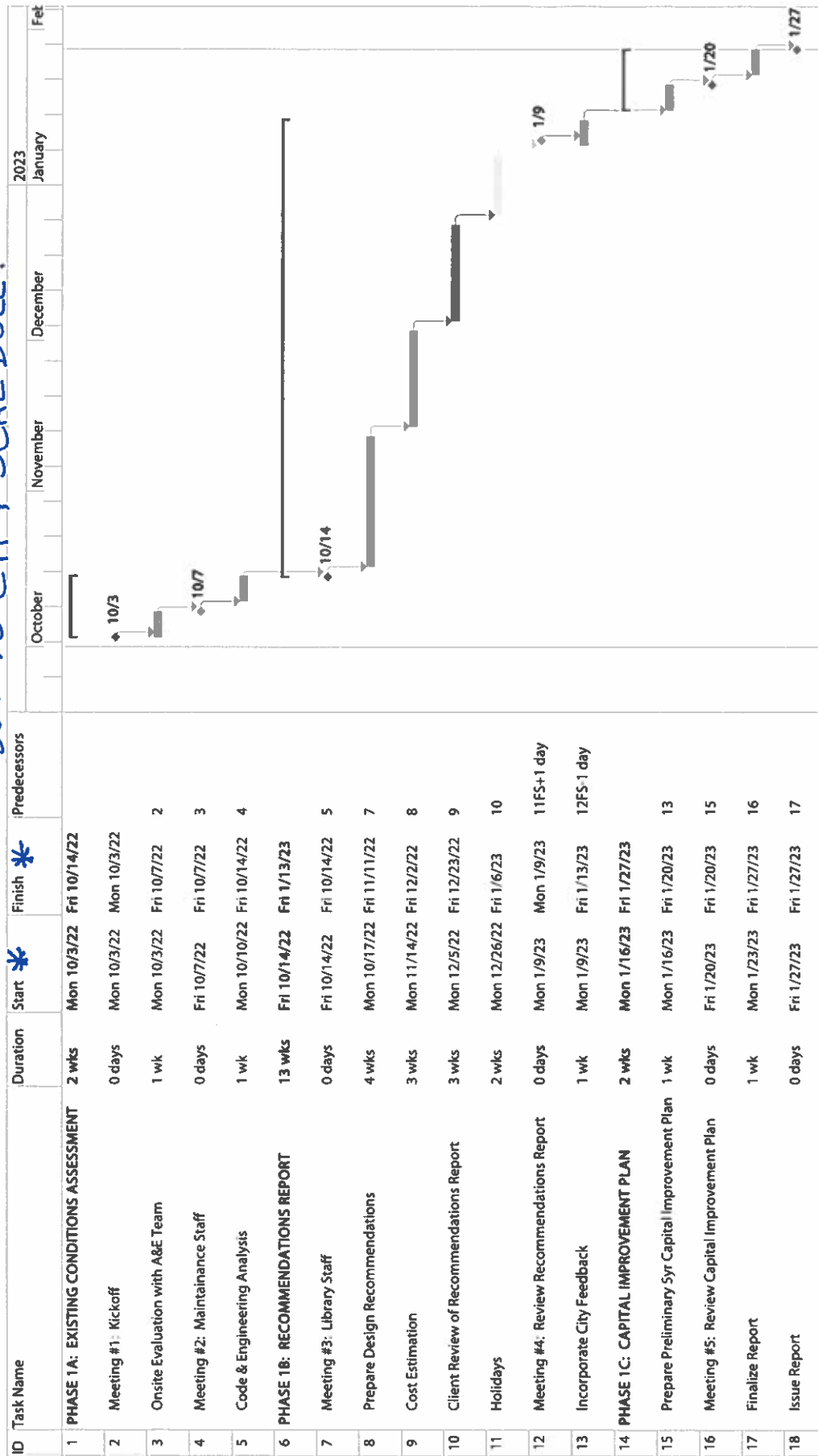
CONTINGENCY FOR
SUPPLEMENTAL
SERVICES \$5,000

TOTAL NOT-TO-
EXCEED FEE \$55,000

EXHIBIT "C"

PROPOSED SCHEDULE

* ALL DATES SHIFTED BY 15 WEEKS
DUE TO CITY SCHEDULE.





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

January 10, 2023
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Alan Ward, Police Chief

APPROVED BY: Chip Rerig, City Administrator

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

RECOMMENDATION:

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

BACKGROUND/SUMMARY:

The Carmel-by-the-Sea Police Department successfully implemented the use of body-worn cameras supplied by Axon Industries in 2018. Currently, all sworn officers assigned to patrol and working in the field have been equipped with Axon AB2 body-worn cameras or Flex 2 body-worn cameras. Additionally, our non-sworn members also wear Axon AB2 body-worn cameras as a tool to use in the course of their duties.

The use of body-worn cameras supports a reduction in citizen complaints, use of force incidents; they support an increase in capturing valuable evidence to help with the prosecution of crimes and to continue to assist with the transparency of the Carmel by the Sea Police Department operations with the community. We have seen an overall reduction in citizen complaints due to the use of body-worn cameras. The Carmel by the Sea Police Department is committed to the belief that the body-worn camera is an important and valuable tool for law enforcement, including, the software known as Evidence.com which offers storage and redaction. The officers have been able to record their investigations which are then reviewed by detectives and attorneys facilitating prosecution. The body-worn cameras have proven to work well with the Carmel-by-the-Sea Police Department and meet the needs of officers and citizens of Carmel by the Sea.

The benefits of using body-worn cameras include:

- Reducing use of force incidents and citizen complaints.
- Provide an exceptional point of view recording of incidents and crime scenes.
- Capturing valuable statements by victims, witnesses, and suspects to aid in prosecution.
- Afford officers an opportunity to review incidents to enhance their reports and their testimony in court.
- Allows supervisors to review officer interactions to provide mentorship and training, if they recognize areas of potential improvement.

The Officer Safety Plan allows the Police Department to have new technology and better support from Axon. The customer service provided by Axon has been exceptional and support is available when needed, especially during major investigations. As noted, Axon has developed a product called Evidence.com which is a cloud-based storage system that complies with the requirements California has for evidence collection and storage.

Evidence.com stores all officer's videos in accordance with retention schedules, allowing investigators to review the investigations and share them with the City and County Attorney's Office. This is an exceptional tool for prosecution as well as investigations. Evidence.com has redaction software that allows the Carmel by the Sea Police Department to release videos to the public in an expedient manner but stay in compliance with state law by redacting any personal and sensitive video footage. The redaction tool and ability to quickly upload redacted videos have been invaluable to supporting our agency's dedication to transparency and communication. Both have become an industry standard for law enforcement.

There are many benefits of a cloud-based system offered by Evidence.com. The first is that there are no hardware costs to Carmel-by-the-Sea Police Department, no hardware systems need to be replaced and no additional computers or servers are needed for initial or ongoing purchase/replacement. There is no burden on Carmel-by-the-Sea Police Department to worry about available storage space since there is unlimited storage available on Evidence.com. This helps reduce the amount of physical or tangible media placed in the police station; this digital media is stored in the cloud. Officers also use the Axon Capture phone application, which allows them to take and upload crime scene photographs with their personal electronic devices, which are uploaded and stored on Evidence.com. Similarly, Axon has developed Axon Citizen, allowing officers, detectives, or any department user, to share a link with a community member and afford an opportunity to the community member to upload photos or videos from their device to the associated incident. This reduces staff time in uploading or gathering the photos or videos electronically, then burning those videos or images to a disc.

One component of the Agreement is the Axon Assurance Plan which allows for extended hardware coverage, spare parts for the cameras, and upgrade models in year three and year five of the contract. Additionally, new Axon docking stations are included for the body-worn camera AB3 and Flex 2 platforms. The Agreement will also include unlimited storage and improved redaction software to help save staff time and resources when producing public records and/or media requests.

The Carmel-by-the-Sea Police Department has done its due diligence and determined that this Agreement qualifies as a sole source purchase. The Carmel-by-the-Sea Police Department has been using Axon products for many years and has trained its officers extensively on the use of the Axon AB2 and Flex body-worn cameras and TASER products. This Agreement will promote continuity within the department on very complex products and technology. This includes the use of the software program, Evidence.com which under the proposed agreement, has expanded to cloud storage technology. New Axon body-worn camera products are compatible with this cloud storage technology. The Carmel-by-the-Sea Police Department has been implementing Axon's products and services successfully and renewing this Agreement would be an appropriate sole source purchase.

Key Considerations:

1. The Carmel by the Sea Police Department has been using Axon body-worn camera systems since 2018. Officers are familiar with the devices, the software, and how to label, upload, download, share, search, categorize and store the videos properly on Evidence.com.
2. The Agreement would allow the Carmel-by-the-Sea Police Department to have unlimited data storage.
3. The Agreement provides officers with additional training and materials as required for the continued deployment of Axon equipment.

Expanded Financial Considerations:

The total amount for the five (5)-year term of the Agreement will be \$90,878.47. The amount requested for year one (FY 2022-23) is \$12,366.61.

The true value of the Agreement without the Carmel-by-the-Sea Police Department's credit or early renewal discounts would be \$127,971.12. By taking advantage of the early contract renewal the City of Carmel by the Sea will save \$7,418.53 per year for a total of \$37,092.65 over the 5-year life of the contract.

- Year ONE - will be in the amount of \$12,366.61 and will include replacement equipment and unlimited evidence storage and retention of videos. The Agreement also includes redaction and sharing tools to properly manage the release of videos.
- Year TWO - will be in the amount of \$19,224.00 and will include the replacement of broken or damaged equipment along with unlimited evidence storage, retention of videos, and redacting software.
- Year THREE - will be in the amount of \$19,224.00 and will include a replacement of all body-worn cameras with Axon's newest technology and unlimited evidence storage, retention of videos, and redacting software.
- Year FOUR - will be in the amount of \$19,224.00 and will include the replacement of broken or damaged equipment along with unlimited evidence storage and retention of videos.
- Year FIVE - will be in the amount of \$19,224.00 and will include a replacement of all body-worn cameras with Axon's newest technology and unlimited evidence storage and retention of video. This will be the last year of the Agreement.

Community Benefits and Considerations:

The Carmel-by-the-Sea Police Department values customer service and community trust. Axon body-worn camera videos will aid in prosecution, accurately documenting victim and witness statements as well as creating an objective recording of the crime scene. The use of Axon body-worn cameras allows the City of Carmel-by-the-Sea and the Carmel-by-the-Sea Police Department to be more transparent in officer interactions with the public. As a risk management tool, the video recorded by the body-worn cameras and stored in the Evidence.com cloud may alleviate accusations of wrongdoing and prevent use of force incidents.

Community Involvement:

The audio and video recording from the body-worn cameras have helped enhance the Carmel-by-the-Sea Police Department's ability to review probable cause for arrests, view officer and suspect interactions, provide feedback for officers in training, and allows for a visual of evidence collecting for investigation and prosecution. The Carmel-by-the-Sea Police Department has received multiple requests from the media and citizens requesting body-camera footage and having this tool has helped to increase trust between the department and the community.

FISCAL IMPACT:

The current Axon body-worn camera warranties will expire upon completion of FY2022-23. There will need to be a solution to continue the maintenance and replacement of body-worn camera, and this Agreement provides that solution. The City will receive a credit in the amount of \$7,433.25 from the original contract. Axon also warranties the equipment and allows the Carmel by the Sea Police Department to have an open stock on accessories that are included in the Agreement. If the Agreement is approved, the first payment, which will be due in December FY2022-23, will be in the amount of \$12,366.61; the remaining four (4) payments, over the remaining four (4)-years of the Agreement will be the amount of \$19,224.00. The FY2022-23 payment is budgeted in the Police budget in account number 101-116-00-42001.

PRIOR CITY COUNCIL ACTION:

The City Administrator was authorized to execute the purchase of body-worn cameras as part of the FY 2016/17 Capital Improvement Plan. The approved plan was a five (5)-year contract for Axon body-worn cameras that received approval in October 2018 and is currently in year 5 of the contract.

ATTACHMENTS:

Attachment 1) Resolution 2023-003

Attachment 2) AXON Early Contract Renewal Quote

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

RESOLUTION NO. 2023-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR A 5-YEAR MASTER SERVICES AND PURCHASING AGREEMENT FOR THE AXON OFFICER SAFETY PLAN IN THE TOTAL AMOUNT OF \$90,878.47 INCLUDING, THE AXON AB3 BODY-WORN CAMERAS, FLEX 2 BODY-WORN CAMERAS, AND BWC UNLIMITED WITH TAP STORAGE AND EVIDENCE.COM LICENSE

WHEREAS, the Carmel-by-the-Sea Police Department has successfully implemented the use of body-worn camera systems supplied by Axon Industries since 2018; and

WHEREAS, currently, all sworn officers assigned to patrol and working in the field have been equipped with Axon AB2 body-worn cameras or Flex 2 body-worn cameras; and

WHEREAS, Officers are familiar with the devices, the software, and how to label, upload, download, share, search, categorize and store the videos properly on Evidence.com, an Axon cloud-based storage system that complies with the requirements California has for evidence collection, storage, and redaction; and

WHEREAS, the use of body-worn cameras supports a reduction in citizen complaints, use of force incidents, as well as support an increase in capturing valuable evidence to help with the prosecution of crimes while providing transparency within the community; and

WHEREAS, the current Axon agreement and warranties will expire soon, and an agreement is needed to continue the maintenance and replacement of body-worn cameras for the Carmel-by-the-Sea Police Department; and

WHEREAS, the Carmel-by-the-Sea Police Department has done its due diligence and determined that an Agreement with Axon for qualifies as a sole source purchase; and

WHEREAS, by authorizing a continued agreement, Axon Industries will credit the City of Carmel-by-the-Sea with an early renewal discount, resulting in a savings to the City of \$37,092.65 over a five (5)-year term.

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

1. Authorize the City Administrator to execute a five (5)-year master services and purchasing agreement with Axon Industries, Inc. as a sole source provider for the Axon Officer Safety Plan for a total amount of \$90,878.47 including, the Axon AB3 Body-Worn Cameras, Flex 2 Body-Worn Cameras, and BWC unlimited with tap storage and evidence.com license; and

2. Authorize the first payment, which will be due in December FY2022-23, will be in the amount of \$12,366.61; the remaining four (4) payments, over the remaining four (4)-years of the Agreement will be the amount of \$19,224.00. The FY2022-23 payment is budgeted in the Police budget in account number 101-116-00-42001.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
this 10th day of January, 2023, by the following roll call vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-441901-44900.881DB

Issued: 12/05/2022

Quote Expiration: 12/31/2022

Estimated Contract Start Date: 01/01/2023

Account Number: 110750

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery-SE CORNER JUNIPERO STREET SE CORNER JUNIPERO STREET CARMEL, CA 93921 USA	Carmel Police Dept. - CA PO Box 600 Carmel, CA 93921 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Birt Phone: Email: dbirt@axon.com Fax:	Jeffery Watkins Phone: (831) 624-6403 Email: jwatkins@ci.carmel.ca.us Fax: (831) 624-4296

Quote Summary

Program Length	60 Months
TOTAL COST	\$88,686.75
ESTIMATED TOTAL W/ TAX	\$90,878.47

Discount Summary

Average Savings Per Year	\$7,418.53
TOTAL SAVINGS	\$37,092.65

Payment Summary

Date	Subtotal	Tax	Total
Dec 2022	\$19,224.00	\$575.86	\$19,799.86
Jan 2023	(\$7,433.25)	(\$687.58)	(\$8,120.83)
Dec 2023	\$19,224.00	\$575.86	\$19,799.86
Dec 2024	\$19,224.00	\$575.86	\$19,799.86
Dec 2025	\$19,224.00	\$575.86	\$19,799.86
Dec 2026	\$19,224.00	\$575.86	\$19,799.86
Total	\$88,686.75	\$2,191.72	\$90,878.47

Quote Unbundled Price:	\$125,779.40
Quote List Price:	\$112,139.00
Quote Subtotal:	\$88,686.75

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$7,433.25)	(\$7,433.25)	(\$687.58)	(\$8,120.83)
BWCUwTAP	BWC Unlimited with TAP	18	60	\$101.63	\$89.00	\$89.00	\$96,120.00	\$2,879.30	\$98,999.30
A la Carte Hardware									
AB3C	AB3 Camera Bundle	17			\$699.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	2			\$1,495.00	\$0.00	\$0.00	\$0.00	\$0.00
Flex2C	Flex 2 Camera Bundle	1			\$732.00	\$0.00	\$0.00	\$0.00	\$0.00
Flex2SBD	Flex 2 Single-Bay Dock Bundle	1			\$413.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$88,686.75	\$2,191.72	\$90,878.47

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	19	12/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	17	12/01/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	19	12/01/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	12/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	2	12/01/2022
Flex 2 Camera Bundle	11528	FLEX 2 CAMERA, (ONLINE)	1	12/01/2022
Flex 2 Camera Bundle	11532	FLEX 2 CONTROLLER	1	12/01/2022
Flex 2 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	2	12/01/2022
Flex 2 Camera Bundle	11546	EPAULETTE MOUNT, FLEX 2	2	12/01/2022
Flex 2 Camera Bundle	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	1	12/01/2022
Flex 2 Single-Bay Dock Bundle	11536	DOCK, FLEX 2, 1-BAY + CORE	1	12/01/2022
Flex 2 Single-Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	12/01/2022
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	18	06/01/2025
BWC Unlimited with TAP	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	1	06/01/2025
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	06/01/2025
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	18	12/01/2027
BWC Unlimited with TAP	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	1	12/01/2027
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	12/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	18	01/01/2023	12/31/2027
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	18	01/01/2023	12/31/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	18	12/01/2023	12/31/2027
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	12/01/2023	12/31/2027
BWC Unlimited with TAP	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	1	12/01/2023	12/31/2027

Payment Details

Dec 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	AB3C	AB3 Camera Bundle	17	\$0.00	\$0.00	\$0.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 1	BWCUwTAP	BWC Unlimited with TAP	18	\$19,224.00	\$575.86	\$19,799.86
Year 1	Flex2C	Flex 2 Camera Bundle	1	\$0.00	\$0.00	\$0.00
Year 1	Flex2SBD	Flex 2 Single-Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Total				\$19,224.00	\$575.86	\$19,799.86

Jan 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$7,433.25)	(\$687.58)	(\$8,120.83)
Total				(\$7,433.25)	(\$687.58)	(\$8,120.83)

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	AB3C	AB3 Camera Bundle	17	\$0.00	\$0.00	\$0.00
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 2	BWCUwTAP	BWC Unlimited with TAP	18	\$19,224.00	\$575.86	\$19,799.86
Year 2	Flex2C	Flex 2 Camera Bundle	1	\$0.00	\$0.00	\$0.00
Year 2	Flex2SBD	Flex 2 Single-Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Total				\$19,224.00	\$575.86	\$19,799.86

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	AB3C	AB3 Camera Bundle	17	\$0.00	\$0.00	\$0.00
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 3	BWCUwTAP	BWC Unlimited with TAP	18	\$19,224.00	\$575.86	\$19,799.86
Year 3	Flex2C	Flex 2 Camera Bundle	1	\$0.00	\$0.00	\$0.00
Year 3	Flex2SBD	Flex 2 Single-Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Total				\$19,224.00	\$575.86	\$19,799.86

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	AB3C	AB3 Camera Bundle	17	\$0.00	\$0.00	\$0.00
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 4	BWCUwTAP	BWC Unlimited with TAP	18	\$19,224.00	\$575.86	\$19,799.86
Year 4	Flex2C	Flex 2 Camera Bundle	1	\$0.00	\$0.00	\$0.00
Year 4	Flex2SBD	Flex 2 Single-Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Total				\$19,224.00	\$575.86	\$19,799.86

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	AB3C	AB3 Camera Bundle	17	\$0.00	\$0.00	\$0.00
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 5	BWCUwTAP	BWC Unlimited with TAP	18	\$19,224.00	\$575.86	\$19,799.86
Year 5	Flex2C	Flex 2 Camera Bundle	1	\$0.00	\$0.00	\$0.00
Year 5	Flex2SBD	Flex 2 Single-Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Total				\$19,224.00	\$575.86	\$19,799.86

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00019194, 00019195 (originated via Q-153307) and is terminating that contract upon the new license start date (1/1/2023) of this quote. The parties agree that Axon is granting a refund of \$7433.25 to refund paid, but undelivered services. This discount is based on a ship date range of 12/1/2022-12/15/2022, resulting in a 1/1/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon. This credit is contingent on payment of any outstanding invoices for contract #19195 including Year 5 due December 2022.

Signature

Date Signed

12/5/2022





CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

January 10, 2023
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Chip Rerig, City Administrator

APPROVED BY: Chip Rerig, City Administrator

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

RECOMMENDATION:

Adopt Resolution 2023-006 appointing Councilmember Baron as the Policy Board Primary for the Central Coast Community Energy (CCCE) for 2023 through 2024, pursuant to the MOU rotation schedule.

BACKGROUND/SUMMARY:

Central Coast Community Energy (CCCE) is a Community Choice Energy agency established by local communities to source clean and renewable electricity for Monterey, San Benito and Santa Cruz counties and parts of San Luis Obispo and Santa Barbara counties while retaining the utility provider's traditional role of delivering power and maintaining electric infrastructure as well as billing. Before including parts of San Luis Obispo and Santa Barbara counties, CCCE was known as Monterey Bay Community Power. The City shares a seat on the governing Policy and Operations Boards with the Cities of Monterey and Pacific Grove.

CCCE's Policy and Operations Boards are comprised (respectively) of local elected officials and City Managers/City Administrators/Chief Administrative Officers from member agencies. Each shared board seat has a primary, alternate and at-large representatives assigned from the three cities. The three Cities adopted a memorandum of understanding (attachment 2) in 2021 adopting a rotational schedule for the representatives for the shared seats on the Policy and Operations Boards going forward.

According to the MOU rotational schedule, "Cycle 3" begins in 2023, and Carmel-by-the-Sea will have the Policy Board Primary seat for 2 years (2023 through 2024). Adoption of Resolution 2023-006 will appoint Councilmember Baron as the elected official for the CCCE Policy Board Primary for 2023-2024.

Regardless of each cycle or appointed individuals, elected officials and City Managers/Administrators/Chief Administrative Officers are invited to attend CCCE meetings as they see fit.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

The City Council routinely makes appointment to various outside agencies. Councilmember Baron was appointed as the CCCE Policy Board Alternate for 2021-2022.

ATTACHMENTS:

Attachment 1) Resolution 2023-006

Attachment 2) CCCE Rotational Schedule MOU

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

RESOLUTION NO. 2023-006

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
APPOINTING COUNCIL MEMBER BARON AS THE PRIMARY MEMBER FOR THE CENTRAL
COAST COMMUNITY ENERGY (CCCE) POLICY BOARD FOR 2023-20224 PURSUANT TO
THE CCCE ROTATIONAL SCHEDULE MOU**

WHEREAS, Central Coast Community Energy (CCCE) is a Community Choice Energy agency established by local communities to source clean and renewable electricity for Monterey, San Benito and Santa Cruz counties and parts of San Luis Obispo and Santa Barbara counties; and

WHEREAS, CCCE's Policy and Operations Boards are comprised (respectively) of local elected officials and city managers/chief administrative officers from member agencies; and

WHEREAS, the City of Carmel-by-the-Sea, the City of Pacific Grove, and the City of Monterey entered into a Memorandum of Understanding (MOU) on May 3, 2021, adopting a rotational appointment schedule; and

WHEREAS, the rotational schedule for the Policy Board will enter Cycle 3 beginning in January, 2023; and

WHEREAS, Cycle 3 lists Carmel-by-the-Sea as the Policy Board Primary seat beginning January 2023 through December 2024, according to the MOU; and

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

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

Appoint Council Member Baron as the CCCE Policy Board Primary pursuant to the MOU.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Carmel-by-the-Sea duly held on the 10th day of January, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on _____ ("Effective Date") by and between the City of Pacific Grove, City of Monterey and City of Carmel by the Sea., The three cities shall be collectively referred to as the "Parties" and individually as a "Party".

RECITALS

- A. As a public agency, Central Coast Community Energy (3CE) is governed by a Policy Board and an Operational Board comprised of elected officials, city managers and city administrators. This governing structure assures that the voices from each city and county served by 3CE will have a seat at the table when important decision regarding 3CE policies and operations are being made.
- B. The 3CE Policy Board and Operational Board are shared seats by the Parties.
- C. Each board seat shall have a designated primary and alternate designee appointed to 3CE by January 1st every other year.
- D. Appointments will be held for 2-year terms.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties hereby agree as follows:

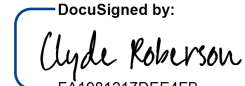
1. Purpose. The purpose of this MOU, includes but is not limited to, allowing the Parties to agree to a rotational appointment schedule, further described in Exhibit A for naming elected officials, city managers and city administrators to the 3CE Policy Board and Operational Board shared seats. ("Purpose")
2. Term. This MOU may only be terminated by mutual written agreement.
3. Amendments. This MOU may only be amended by writing signed by all Parties.

ACKNOWLEDGED AND AGREED:**City of Pacific Grove**

DocuSigned by:

By: _____
607CB8B632C34D9...
Name: Bill Peake
Title: Mayor

City of Monterey

DocuSigned by:

By: _____
FA1984247DEE4FB...
Name: Clyde Roberson
Title: Mayor

City of Carmel by the Sea

DocuSigned by:

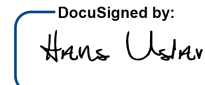
By: _____
875EA73294BB4E6...
Name: Dave Potter
Title: Mayor

City of Pacific Grove

DocuSigned by:

By: _____
903326509B8F4CA...
Name: Ben Harvey
Title: City Manager

City of Monterey

DocuSigned by:

By: _____
6892AD3E4790433...
Name: Hans Uslar
Title: City Manager

City of Carmel by the Sea

DocuSigned by:

By: _____
3CB46BD90EF2440...
Name: Chip Rerig
Title: City Manager

EXHIBIT A – 3CE Shared Seats Rotational Schedule

1. Policy Board. Each cycle is two years duration and filled by an elected official. Return to Cycle 1 after Cycle 3 completes.

Cycle 1

Policy Board Primary - Monterey

Policy Board Alternate - Pacific Grove

Policy Board At Large – Carmel by the Sea

Cycle 2

Policy Board Primary – Pacific Grove

Policy Board Alternate - Carmel by the Sea

Policy Board At Large – Monterey

Cycle 3

Policy Board Primary - Carmel by the Sea

Policy Board Alternate - Monterey

Policy Board At Large – Pacific Grove

2. Operational Board. Each cycle is two years duration and is filled by city managers or city administrators. Return to Cycle 1 after Cycle 3 completes.

Cycle 1

Operational Board Primary - Monterey

Operational Board Alternate - Carmel by the Sea

Operational Board At Large – Pacific Grove

Cycle 2

Operational Board Primary – Carmel by the Sea

Operational Board Alternate - Pacific Grove

Operational Board At Large – Monterey

Cycle 3

Operational Board Primary - Pacific Grove

Operational Board Alternate - Monterey

Operational Board At Large – Carmel by the sea

3. Starting Point. Policy Board appointment to the 2021-2022 term shall start on Cycle 2 based on previous 2-year appointment. Operational Board appointment to the 2021-2022 term shall start on Cycle 2 based on previous 2-year appointment.



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

January 10, 2023
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Brian Pierik, City Attorney

APPROVED BY: Chip Rerig, City Administrator

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

RECOMMENDATION:

Adopt Resolution 2023-008 of the City Council of the City of Carmel-by-the-Sea, proclaiming the continuing need to meet by teleconference pursuant to Government Code Section 54953 (e).

BACKGROUND/SUMMARY:

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

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

1. At least a quorum of the members of the legislative body must participate from locations within the boundaries within the jurisdiction of the local agency.
2. An agenda shall be posted at all teleconference locations.
3. Each teleconference location shall be identified in the notice and agenda of the meeting.
4. Each teleconference location shall be accessible to the public.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Notice of the meeting must still be given in compliance with the Brown Act, and the notice must include the means by which the public may access the meeting and provide public comment.
2. The public must be provided access to the meeting via a call-in option or internet-based service option and allowed to “address the legislative body directly.” The agency does not have to provide an in-person option for the public to attend the meeting.
3. The meeting must be conducted “in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body.”
4. If there is a disruption to the meeting broadcast or in the ability to take call-in or internet-based public comment, no further action can be taken on agenda items until the issue is resolved.
5. The body cannot require comments to be submitted before the start of the meeting. The public must be allowed to make “real time” public comment.
6. Reasonable time for public comment must be provided. If the agency provides a timed public comment period, the public comment period must be left open until the time expires.
7. All votes must be taken by roll call.
8. The legislative body must approve a resolution making findings every 30 days to continue to conduct teleconference meetings under AB 361. The body must find it has reconsidered the circumstances of the state of emergency and either 1) the emergency continues to impact the ability to meet safely in person, or 2) State or local officials continue to impose or recommend social distancing.

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

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

FISCAL IMPACT:

No direct fiscal impact for this action.

PRIOR CITY COUNCIL ACTION:

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

ATTACHMENTS:

Attachment 1) Resolution 2023-008

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

RESOLUTION NO. 2023-008

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

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

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

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

WHEREAS, such State of Emergency remains in effect; and

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

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

WHEREAS, breakthrough cases are becoming more common; and

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

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Carmel-by-the-Sea this 10th day of January, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk



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

January 10, 2023
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert Harary, P.E, Director of Public Works
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Consideration of a request from the Carmel-by-the-Sea Rotary Club to install up to two (2) Rotary International signs at the entrance(s) of the City.

RECOMMENDATION:

Receive a presentation from staff regarding the Carmel-by-the-Sea Rotary Club's application to install up to two Rotary International signs at the entrance(s) of the City and provide direction to staff.

BACKGROUND/SUMMARY:

The City of Carmel is fortunate to have a number of community-minded organizations and volunteer groups support the City. One such non-profit is the Carmel-by-the-Sea Rotary Club who are proud to be among 1.2 million people around the world committed to working together to make the world a better place. Their Mission Statement is, *"We provide service to others, promote integrity, and advance world understanding, goodwill, and peace through our fellowship of business, professional, and community leaders."*

The Carmel-by-the-Sea Rotary Club recently contacted the City and expressed interest to install Rotary Club International signs at two main entrances to the City. The signs would appear as the customary Rotary International symbol, as shown below. Each sign would be approximately 18-inches in diameter and fabricated from 3-dimensional, carved wood mounted on redwood posts. All costs for fabrication, installation, and maintenance would be paid by the Rotary Club.



The concept was reviewed by the Traffic Safety Committee at their November 10, 2022 meeting. The Committee, comprised of the Public Safety, Public Works, and Community Planning and Building Directors, did not consider the merits of whether or not to install these signs, but limited their review to placement of the signs at the entrances to the City and any potential impacts to traffic safety. The Traffic Safety Committee identified two, equally-safe locations, should the City Council authorize installation. The first location would be at the north City limits on the west side of Carpenter Street, facing southbound traffic, just south of a bus stop bench. The second would be at the south City limits on the north side of Rio Road, facing westbound traffic, just west of a bus stop bench. Consideration of the merits and/or possible precedent setting impacts of the signs fall under the purview of City Council.

Carmel Municipal Code, Chapter 17.40, “*Signs*,” Section 17.40.010, “*Purpose*,” includes the following requirements (excerpts) for signage. Signs are instrumental in maintaining the City of Carmel-by-the-Sea’s village character. Business signs typically are made of wood and are oriented toward the pedestrian rather than the automobile. These residential and business signs create a unique village environment, which encourages exploration and discovery. This chapter establishes standards and guidelines to preserve and enhance the appearance of the community as a place in which to live and work. These standards and guidelines ensure that signage is used as identification and not as advertisement or a notice-attracting device. Furthermore, these standards prevent the installation of an excessive number of signs, avoid visual clutter, and eliminate hazards to pedestrians and motorists brought about by distracting signs.

While safe locations for the signs were identified by the Traffic Safety Committee, Council should consider whether installation could be a contradiction of the purpose of the sign ordinance, and/or precedent setting, resulting in the possibility of other community-minded organizations to request their own unique signage around town. On the other hand, it should also be considered whether authorizing such signs could be an act of appreciation by the City for the organization’s efforts and contribution to the City. Therefore, it is recommended that the City Council provide direction to staff on this matter before a formal application is brought forward for action.

FISCAL IMPACT:

Staff time associated with producing this report and processing applications is captured in the Fiscal year 2022-23 adopted City Budget. Any future costs to fabricate the sign(s), installation, and ongoing maintenance would be paid by the Carmel-by-the-Sea Rotary Club. Installation would require the normal and customary fee for an Encroachment Permit.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

January 10, 2023
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

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

APPROVED BY: Chip Rerig, City Administrator

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

RECOMMENDATION:

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

BACKGROUND/SUMMARY:

In May 2022, Council adopted Resolution 2022-039 approving a list of concrete streets to repair in Fiscal Year (FY) 2022/23, partially funded by SB 1: The Road Repair and Accountability Act of 2017. The streets were selected using the City's Street Saver Program.

At the June 7, 2022 meeting, Council adopted Resolution 2022-048, approving 25 new FY 2022/23 Capital Improvement Projects, including the Concrete Street Repairs Project (Project) with a budget of \$1,005,000. In July 2022, Council adopted Resolution 2022-058, awarding a Professional Services Agreement to Wallace Group for project management services for delivery of four Capital Improvement Projects, including this Project.

In April 2022, requests for Statements of Qualifications (SOQs) were advertised, from San Jose to Sacramento to San Luis Obispo, seeking qualifications from consultants covering 14 professional service areas, including civil engineering services for roadway projects. In May 2022, five SOQs were received for civil engineering services, and a selection committee consisting of the Wallace Group Project Manager, Public Works Director, and Public Works Superintendent selected BKF Engineers as best qualified to perform the engineering and design services needed for the Concrete Streets Repair Project.

Firm	Rank
BKF	1
Neill Engineers	2
Ifland Engineers	3
Bureau Veritas	4
Schaaf & Wheeler	5

The Project scope is to repair damaged concrete street segments and intersections, and construct adjacent roadway improvements as follows:

1. Resurface Ocean Avenue, from Monte Verde Street to San Antonio Avenue. This segment will also include a new bicycle/pedestrian pathway on the south side of the roadway. When the design reaches 30% complete, the pathway will be presented to the Forest & Beach Commission and City Council for approval.
2. Reconstruct the intersection of Ocean and San Antonio Avenues
3. Reconstruct the intersection of San Carlos Street and Fifth Avenue
4. Reconstruct the intersection of San Carlos Street and Sixth Avenue
5. Resurface intermittent areas of San Carlos Street, between Fifth and Sixth Avenues
6. Install curb bulb-outs and ADA ramps at Junipero Street/Seventh Avenue (new, all-way, stop-controlled intersection).

Three treatment options will be evaluated for the concrete streets to ensure the most durable treatment at the best value, as follows:

1. Complete removal and replacement of the concrete street
2. Half-depth removal of concrete, crack treatment, and asphalt resurfacing of the top half of the street
3. Crack and surface treatment of the existing concrete, with a tapered asphalt overlay on top

The useful life of the repaired road segments will depend on the treatment selected for each street, but will range from 25 to 40 years.

As shown in Attachment #2, a new Professional Services Agreement was prepared and negotiated with BKF Engineers for this Project with a base fee of \$183,813. In addition to the treatment evaluation, the scope of work includes:

1. Field surveying for modification of drainage inlets to allow for ADA ramps
2. Core drilling concrete and subsurface geotechnical evaluation
3. Traffic engineering
4. Preparation of construction plans, technical specifications, and cost estimates
5. Public bidding phase support

Supplemental Services were included in the Agreement, with a fee not to exceed \$30,854, for optional services which may be required once the design is underway. These services may include environmental clearance, permitting, and traffic counts.

The design of this project is anticipated to be completed by the summer of 2023 with construction beginning as soon as the fall of 2023.

FISCAL IMPACT:

The total budget for the Concrete Streets Repair Project is \$1,005,000. This budget includes \$441,300 from external funds, including Gas Tax, SB 1, Measure X, and RSTIP via the Transportation Agency of Monterey County. The City's "Maintenance of Effort" allocation, required to be eligible to receive external funds, is \$563,700.

Of the \$1,005,000 budget, \$67,350 is allocated for Wallace Group for project management services. The fee for BKF Engineers to design the project of \$183,813, plus a Supplemental Services contingency of \$30,854, (total \$214,667) leaves a remaining balance of \$722,983 for construction. All fees for this Project will be charged to the Capital Projects Fund, Account No. 301-311-00-43008.

Currently, costs of roadway construction are highly erratic due to the Pandemic, labor shortages, supply chain delays, and inflation. Therefore, it is unknown at this time which, and to what extent, the above list of streets can be repaired within the remaining budget. However, bundling much-needed concrete repairs will stretch the available funding in a cost-effective manner. Additional funding for construction is anticipated to be requested as part of the FY 2023/24 Capital Improvement Program.

PRIOR CITY COUNCIL ACTION:

In May 2022, Council adopted Resolution 2022-039 approving a list of concrete street projects for FY 2022/23, partially funded by SB 1.

In June 2022, Council adopted Resolution 2022-048 approving 25 new FY 2022/23 Capital Improvement Projects, including the Concrete Streets Repair Project, with a budget of \$1,005,000.

In July 2022, Council adopted Resolution 2022-058 awarding a Professional Services Agreement with Wallace Group for project management services for delivery of four Capital Improvement Projects, including this Project.

ATTACHMENTS:

Attachment 1) Resolution 2023-004

Attachment 2) Professional Services Agreement with BKF Engineers

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

RESOLUTION NO. 2023-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AWARDING A PROFESSIONAL SERVICES AGREEMENT TO BKF ENGINEERS FOR THE CONCRETE STREETS REPAIR PROJECT FOR A NOT-TO-EXCEED FEE OF \$214,667

WHEREAS, in May 2022, the City Council adopted Resolution 2022-039, approving a list of concrete streets to repair in Fiscal Year (FY) 2022/23, as selected using the City's Street Saver Program; and

WHEREAS, in June 2022, Council adopted Resolution 2022-048, approving 25 new FY 2022/23 Capital Improvement Projects, including the Concrete Streets Repair Project (Project), in the amount of \$1,005,000, budgeted from \$441,300 in external funding from Gas Tax, SB 1, Measure X, and RSTIP via the Transportation Agency of Monterey County, plus \$563,700 from City funds as the required "Maintenance of Effort" match; and

WHEREAS, street segments included in the Project include: Ocean Avenue, from Monte Verde Street to San Antonio Avenue, including a bicycle/pedestrian pathway, reconstruction of the intersections of Ocean/San Antonio Avenues, San Carlos Street/Fifth Avenue, and San Carlos Street/Sixth Avenue, intermittent portions of San Carlos Street, between Fifth and Sixth Avenues, and bulb-outs and ADA-ramps at Junipero Street/Seventh Avenue; and

WHEREAS, in May 2022, five Statements of Qualifications were received for civil engineering services for roadway projects, and an evaluation committee selected BKF Engineers as best qualified to provide engineering and design services required for this Project; and

WHEREAS, a Professional Services Agreement was developed with BKF Engineers to provide the required services for the Project for a fee, including a budget for potential supplemental services, not-to-exceed \$214,667, and sufficient funding is available in the Capital Projects Fund.

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

Authorize the City Administrator to execute a Professional Services Agreement with BKF Engineers for engineering and design services for the Concrete Streets Repair Project for a not-to-exceed fee of \$214,667.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 10th day of January, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

PROFESSIONAL SERVICES AGREEMENT
for the
Concrete Street Repair Projects
Agreement #PW-BKF-22-23

THIS AGREEMENT is executed this ____ day of January, 2023, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and BKF Engineers, (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: engineering services for six (6) street repair projects. The Scope of Services is attached hereto as Exhibit "A." The Scope of Services under this Agreement should include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto. Consultant agrees to all of the following:
- i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
 - ii. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B", Key Personnel, Compensation, and Fee Schedule which is made a part of this Agreement.
 - iii. Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.

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

B. Change Orders.

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

C. Familiarity with Services and Site.

- i. By executing this Agreement, Consultant represents that Consultant:
 - a. has thoroughly investigated and considered the Scope of Services to be performed;

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

2. COMPENSATION

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Key Personnel, Compensation, and Fee Schedule (Exhibit "B"), in a total amount not-to-exceed One Hundred Eighty-Three Thousand, Eight Hundred and Thirteen Dollars (\$183,813). Supplemental Services may be requested by the City, in writing, with a limit of an additional Thirty Thousand, Eight Hundred and Fifty-Four Dollars (\$30,854). The combined fee Two Hundred Fourteen Thousand Six Hundred and Sixty Seven Dollars (\$214,667) 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 Consultant submits an invoice which is not incorrect, incomplete, or not in accord with the provisions of this Agreement. If any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission, and the City will not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be non-conforming to the terms of this Agreement.

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

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

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

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

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement will commence by January 11, 2023 and must be completed by June 30, 2025 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)," in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Timely Work.** Consultant will perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term," and Section 3.C, "Project Schedule," of this Agreement. Failure to perform is deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule.** Services must be completed by Consultant in accordance with the Project Schedule set forth in Exhibit "C." The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant will provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant must promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City will issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant will perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto in Exhibit "B."
- B. **Substitution of Employees or Subconsultants:**
 - i. Consultant may not substitute any key employee or subconsultant listed in Exhibit "B" without the prior written approval of the City, and such approval will not be unreasonably withheld. The City will not approve removal or substitution of employees or subconsultants

for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.

- ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant may, upon written request from the City, replace such employee or subconsultant. Consultant must, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
 - iii. Whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.
- E. **Independent Contractor:**
- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City may not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, employees and subconsultants.
 - ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant will be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. Consultant will defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

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

Name: Robert M. Harary, PE
 Title: Director of Public Works
 Address: P.O. Box CC, Carmel, CA 93921
 Telephone: 831.620.2021
 Email: rharary@ci.carmel.ca.us

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

Name: Marcelo H. Cosentino, PE
 Title: Associate
 Company: BFK Engineers
 Address: 307 Main Street, Suite 120, Salinas, CA 93901
 Telephone: 408.467-9144
 Email: mcosentino@bkf.com

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

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and

indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

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

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

7. **INSURANCE**

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

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

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

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

8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.

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

9. CITY INFORMATION AND RESOURCES

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

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and will remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, will be vested in the City and waives and relinquishes all claims to copyright

or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.

- C. **Delivery and Use of the Materials.** All Materials will be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant must forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** The provisions contained in Section 10, Ownership and Use of Materials survives the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant must provide such additional copies, and the City will compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

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

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

12. CONFLICT OF INTEREST

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

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

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

- A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;
- E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will

be promptly referred to the City Administrator or designee, and the Consultant's Principal, who will meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.

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

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

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

14. TERMINATION OF AGREEMENT

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

- ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Fails to observe or comply with the City's reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or
 - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant.
- C. **Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City will pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
 - ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant must:
 - a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 - b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
 - iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.
- B. Venue for any such action relating to this Agreement will be in Monterey County.
- C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party may recover reasonable attorneys' fees as may be determined by the Arbitrator, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, may not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings do not govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services." Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and will prevail over any other provision of this Agreement in the event of inconsistency between them.

- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement will take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that governs should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Limitations of liability and indemnities will survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

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

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

City Administrator

Consultant Signature

Printed Name

Date

Printed Name

Date

Title

Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____
Brian Pierik, Esq., City Attorney

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____

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

December 5, 2022

BKF No: C20220621-02



Robert Harary, PE
Director of Public Works
City of Carmel-by-the-Sea
Monte Verde Street, 3 Southeast of Ocean Avenue
Carmel, CA 93921

Transmitted Via Email: rharary@ci.carmel.ca.us

Subject: City of Carmel-by-the-Sea Concrete Street Repair Projects

Dear Mr. Harary:

BKF Engineers (BKF) welcomes the opportunity to submit this proposal for civil engineering services associated with the replacement of damaged concrete street segments on City of Carmel-by-the-Sea Street Repair Projects (Project) located in the City of Carmel-by-the-Sea. To arrive at the estimated effort required for this Project, we have outlined a proposed scope of services based on our understanding of the Project.

I. PROJECT UNDERSTANDING

Based on your email request and the pre-proposal site meeting on 9/15/2022, we understand the City of Carmel-by-the-Sea (City) has requested that BKF provide engineering design services for six (6) streets repair project locations listed below. It is understood that the available budget for the Project at this time is under \$1M.

1. *Ocean Avenue, from Monte Verde Street to San Antonio Avenue* – Replace damaged concrete pavement, “silent night” covers and install a Class I bike path on the southern side of the road or southern side of the road for bike lane. Site inspection revealed that several trees and utility poles are located within this area that may conflict with the layout for the Class I Bike Path. Additionally, from the City’s GIS, it was noted that western portion of the project is within the area of archaeological significance.
2. *Intersection of Ocean Avenue and San Antonio Avenue* – Replace damaged concrete pavement and existing curb ramps. The existing condition has pedestrian crossings on San Antonio Avenue. Addition of pedestrian crossings on the north, south, and west legs of the intersection.
3. *Intersection of San Carlos Street and Fifth Avenue* – Replace damaged concrete pavement, “silent night” covers, and four existing curb ramps. Due to limited roadway right of way, bulb outs may be required at the northwest (NW) and northeast (NE) corners. The existing storm drain inlet (DI) at the NW corner may need to be relocated. During the pre-proposal meeting it was noted that the intersection slopes downward towards the southwest (SW) which should be taken into consideration when designing the SW curb ramp to avoid channeling stormwater runoff to private property.
4. *Intersection of San Carlos Street and Sixth Avenue* – Replace damaged concrete pavement and four existing curb ramps. Due to limited roadway right of way, bulb outs may be required. The existing DI at the NW and SE corners may need to be relocated. During the pre-proposal meeting it was noted that the intersection slopes downward to SW which should be taken into consideration during design. Tree roots from a Liquid Amber tree appear to be uplifting the existing curb ramp at the northwest corner. The City’s arborist would need to be consulted during construction prior to removing any tree roots.
5. *San Carlos Street - intermittent areas between Fifth and Sixth Avenues* – Raised panels were noted throughout the project area. Grinding of the PCC panel would reduce the effective pavement section so removal and replacement of the panels would be likely. For this segment, it is understood by BKF that the City intends to



replace the PCC panels that are damaged or lifting. BKF will evaluate alternative pavement treatment methods for the street segment and move forward with final design on the approved treatment method.

6. *Bulb-out and ADA ramp, east side of Junipero Street at Seventh Avenue* - This intersection was recently modified to an all-way (3-way) stop controlled intersection. The stop bar on Seventh Avenue is located well beyond the existing curb ramp potentially causing conflicts with pedestrians crossing the intersection and vehicles. The project is to install bulbouts to improve pedestrian visibility.

II. BASIS OF DESIGN

Our proposal is based on the City of Carmel-by-the-Sea City Council Staff Report dated May 2, 2022 and the pre-proposal site meeting on 9/15/2022. It is understood by BKF that all six project locations will be included under one construction set of plans, specifications and estimate (PS&E) package.

III. SCOPE OF SERVICES

TASK 1: Project Management and Investigations

1. **Project Management and Meetings:** BKF will perform management functions through the duration of the Project from initiation of Task 1 through Task 6. We will also coordinate with the City to prepare the milestone submittal schedule and invoicing for the Project. BKF assumes that meetings with the City will be scheduled after each submittal for coordination and resolution of comments.
 - BKF will attend virtual meetings after each milestone submittal and participate in conference calls during this phase to coordinate the work with the City.
 - BKF will oversee review of current design for compliance City standards/ requirements.
 - BKF will maintain the project schedule and correspondence with third parties including utility owners and Monterey-Salinas Transit (MST).
2. **Project Information and Field Investigation:** BKF will obtain relevant information for the project to include the following:
 - BKF will collect record information for the Project area including City as-builts, GIS, right of way and storm drainage information.
 - BKF will contact utility companies (water, sewer, PG&E, and telecom) that serve the Project site or have utilities within the Project area. We will gather the available record drawings and/or block maps to depict the record location of the utilities superimposed onto the existing topographic survey.
 - It is anticipated by BKF that no utility relocations will be required for the Project. However, utility covers will be adjusted to proposed grades by respective owners.
 - Relocation of two storm drain DIs may be required for San Carlos Street.
 - BKF will perform a site walkthrough with the City to establish the limits for the project, perform a visual inspection of the pavement to determine the grinding/removal/demolition limits, and take project photos. BKF will mark (with paint) areas to be repaired/replaced for confirmation of the work.
 - BKF has included an allowance for LSA to support the City in preparation or review of environmental documents as needed. Though the intersection of Ocean Ave/San Antonio Ave is within an area of archaeological significance, BKF understands that we will only work within the roadway section of previously disturbed area and that no new archaeological studies will need to be performed.



- BKF will also work with Monterey-Salinas Transit (MST) to coordinate and maintain bus route/access during construction.



From the City's GIS Mapping for Ocean Avenue

3. **Project Control and Field Survey:** Due to the number of mature trees, aerial topo for use as a project background will not be feasible for this project. BKF will therefore perform topographic field survey for the project. The following will be performed as part of this task:
 - BKF will perform field survey for Project Street segments and intersections to establish existing conditions. Field survey will include existing pavement elevations, curbs, valley gutters, walks, landscaping edges and above-ground utilities as well as inlet and manhole dips.
 - BKF will establish control for the Project and tie-in City monuments.
 - BKF will provide right of way mapping from City GIS and County records search to supplement the base mapping for the project and confirm that all proposed improvements will be within the City's right of way. Resolved boundary is excluded from this scope.
4. **Coring and Geotechnical Investigation:** As subconsultant to BKF, Parikh Consultants (Parikh) will perform coring and conduct geotechnical evaluation of the existing pavement to develop the repair options requested by the City.

Three (3) primary treatment options will be evaluated, including:

- Complete removal and replacement of the concrete slab street segment.
- Half-depth removal of the concrete, crack treatment, and asphalt resurfacing of the top half of the street segment.
- Crack and surface treatment of the existing concrete, with a tapered asphalt overlay on top.

The approach of the geotechnical investigation (and assumption) is that the city will provide encroachment permit to work within the street limits. The field work will consist of sampling of the subgrade soil from the existing parking lanes or within the travel lanes. Traffic control is expected for this work.



Field Exploration & USA Clearance

Based on the proposed conceptual plans, the following explorations are planned:

Location	Number of Explorations	Traffic control
Ocean Avenue, from Monte Verde Street to San Antonio Avenue	1	Yes & Parking Lanes
Intersection of Ocean and San Antonio Avenues	1	Yes
Intersection of San Carlos Street and Fifth Avenue	1	Yes
Intersection of San Carlos Street and Sixth Avenue	1	Yes
San Carlos Street – intermittent areas between Fifth and Sixth Avenues	1	Yes
Bulb-out and ADA ramp, east side of Junipero Street at Seventh Avenue	- (no pavement recommendation required.)	-



It is assumed that the encroachment permit will be provided by the City/client at no fee. It is also assumed that no fee will be required to block the parking spots during the work.

We will mark the boring locations in the field and conduct USA clearance. Please note that a private utility locator is not included in the scope.

It is assumed a truck-mounted drill rig can be used to drill borings up to 8 inches in diameter and collect samples of the subgrade soil to a maximum depth of 3 feet. Hand sampling may also be considered in the landscaped areas depending upon the traffic impacts and the permit conditions. Pavement cores will be collected, measured, and photographed for inclusion in the report. Based on visual conditions there have been numerous pavement repairs so the sections may not be fully representative.

Laboratory testing

R-value samples will be collected from each of the boring/sampling location. We anticipate the material to be similar within the project limits; therefore, up to four (4) R-value tests will be conducted.



Engineering Analyses and Report

The summary of the fieldwork will be provided in a table. The results of the fieldwork and the R-value tests will be provided in a letter report. No log of test borings are proposed as the data will be tabulated. Pavement design will be performed according to Caltrans empirical method based on the R-value and the Traffic Index.

Traffic Index

In order to provide Traffic Index (TI) values for Ocean Avenue and San Carlos Street, BKF will obtain classification vehicle counts from TAMC, if available. If classification vehicle counts are not available from TAMC, BKF will provide a separate fee proposal to obtain classification counts. TI will be calculated based on classification counts and will be compared to the TI based on the existing pavement section, assuming a reliable existing roadway section can be determined from as-builts and pavement coring. BKF will work with the City to finalize and confirm the TI for these two locations.

As an optional service, BKF has established a cost for obtaining traffic counts in order to determine the TI see Task 5, Optional Services, including preparation of a short memo for two locations:

- Ocean Avenue, from Monte Verde Street to San Antonio Avenue
- San Carlos Street - intermittent areas between Fifth and Sixth Avenues

5. **Preliminary (30%) Plans and Engineers Estimate:** After completing the field evaluation with the City, BKF will develop preliminary plans showing the limit of work, pavement repair alternatives, and other street elements as outlined in the City Council Report dated May 2, 2022 for confirmation by the City. BKF will also prepare a preliminary engineering (construction cost) estimate to determine how the cost for the project compares with the City's budget for the project. We will advise on the comparative costs for alternative pavement selections.

- As part of the 30% submittal, BKF will evaluate need for permanent stormwater treatment (green infrastructure). It is BKF's assumption that permanent stormwater treatment is not required for this project.
- BKF will prepare a Stormwater Control Plan (SCP) for the bike lane on Ocean Avenue. We assume one round of reviews with consolidated comments for the SCP.

Based on concrete cores and geotechnical borings, BKF will evaluate three pavement alternatives:

- Complete removal and replacement of concrete slab street segment
- Half-depth removal of concrete, crack treatment, and asphalt resurfacing of the top half of the street segment.
- Crack and surface treatment of the existing concrete, with tapered asphalt overlay on top

BKF will prepare alternative costs for the three treatments at the 30% design submittal only. The preferred treatment, to be selected by the City, will be carried through to subsequent submittals.

Based on the 30% plans and engineer's estimate using the preferred treatment alternative, BKF will work with the City to establish the project locations and treatment methods that will be carried through to the 95% PS&E based on the City's available budget for the Project.

Deliverables: BKF will provide the following deliverables for Task 1:

- Meeting Agenda and Minutes
- Project Schedule
- Field Survey
- Draft & Final Geotechnical Investigation Report
- 30% Submittal Plans and Cost Estimate (PDF & Native Format)



TASK 2: 95% SUBMITTAL

The following are BKF's tasks for the 95% submittal:

1. **Review/Resolve Comments from 30% Submittal:** BKF will review and organize the City's mark-ups and comments on the 30% submittal. Response to comments will be provide din PDF and/or via a comment resolution matrix. It is assumed that the City will provide confirmation of the pavement alternative and project locations to be carried through the construction documents.
2. **Prepare 95% Plans:** Based on the 30% submittal comments and resolution meeting with the City, BKF will prepare 95% plans for the project. BKF will oversee review and implementation of current design for compliance with City standards and requirements. BKF will prepare the following documents:
 - Title Sheet, Legend, and Abbreviations
 - General Notes, Erosion/Sediment Control and BMP Notes
 - Typical Sections
 - Key Map
 - Demolition Plan (Showing Existing Utilities)
 - Layout Plan
 - Construction Details (Including PCC gutter and curb ramp grading details)
 - Grading and Drainage Plan and Details
 - Signing and Striping Plan
3. **Prepare 95% Specifications:** BKF will prepare technical specifications in City or CSI format for elements included in the scope of work. All work within the Public Right of Way will be will be reviewed for compliance with latest standards design guidelines and requirements. BKF will prepare the bid schedule, bid item description as well as the measurement and payment clauses. The front-end/boilerplate specifications will be prepared by the City.
4. **Prepare 95% Cost Estimate:** BKF will prepare an updated cost estimate for the Project using 2023 unit prices from recent projects and the most recent Caltrans Cost Data. Proposed items identified in the plans will be captured in the construction cost.
5. **Quality Assurance/Quality Control (QA/QC):** BKF will review all documents to be submitted to the City for compliance with BKF's Quality Control Manual.
6. **Deliverables:** BKF will provide the following deliverables for Task 2:
 - Response to 30% Comments
 - 95% Submittal Plans, Specifications and Cost Estimate (PDF & Native Format)

TASK 3: 100% (BID ISSUE) SUBMITTAL

BKF will prepare 100% (Bid Issue) submittal to include the following:

1. **Review/Resolve Comments from 95% Submittal:** BKF will review and organize the City's mark-ups and comments on the 95% submittal. Response to comments will be provide din PDF and/or via a comment resolution matrix. All comments will be resolved prior to issuing the 100% submittal.
2. **100% Plans:** Based on the 95% submittal comments and resolution meeting with the City, BKF will advance and prepare the project documents to 100% submittal.
3. **100% Specifications:** BKF will prepare updated technical specifications for elements that may have been added in the scope of work. All work within the Public Right of Way will be will be reviewed for compliance with latest standards design guidelines and requirements. At the City's request, we may also assist the city in reviewing the boilerplate (front-end) specifications for concurrence to project-specific items.



4. **100% Cost Estimate:** BKF will prepare an updated cost estimate for the Project. New items identified in the plans will be captured in the construction cost. These items will be incorporated in the bid schedule of the specifications.
5. **Quality Assurance/Quality Control (QA/QC):** BKF will review all documents to be submitted to the City for compliance with BKF's Quality Control Manual.
6. **Preparation of Bid Documents:** BKF will review all documents to be submitted to the City for compliance with BKF's Quality Control Manual.
7. **Deliverables:** BKF will provide the following deliverables for Task 4:
 - Response to 95% Comments
 - 100% Submittal Plans, Specifications and Cost Estimate (PDF & Native Format)
 - Ready for Bid Documents

TASK 4: BID SUPPORT

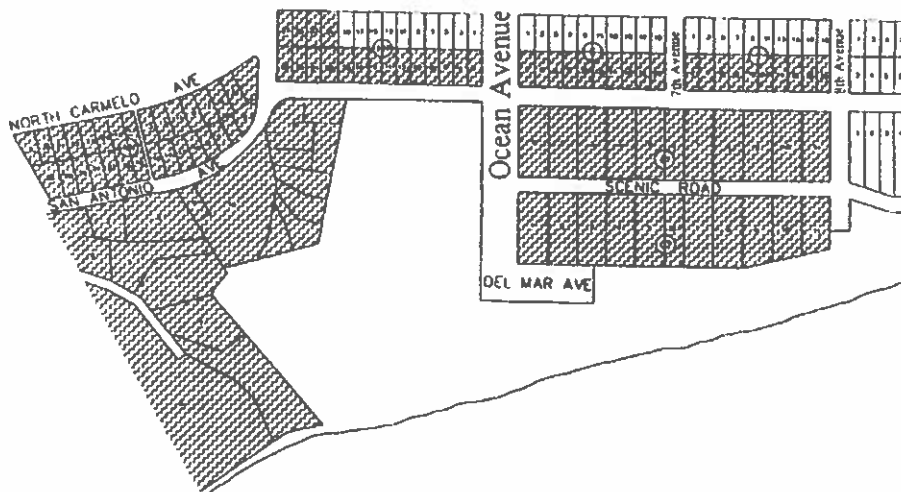
1. **Bid Support Services:** It is assumed by BKF that there will be one bid opening to include the project locations selected by the City. BKF will attend the Pre-bid meeting and respond to bidder questions during the bid period. Additionally, BKF will prepare up to one addendum for the Project.

TASK 5: OPTIONAL SERVICES

1. Environmental Support:

It is assumed by BKF that the City will lead the required environmental clearance and regulatory permitting for the Project. However, BKF has provided an allowance for environmental support. LSA, as subconsultant to BKF, will provide support for CEQA to assist the City with the Project environmental permitting and/or studies as budget allows.

Any work within the City's archaeological significance boundary area will be conducted as recommended by the City's municipal code. Because this is an area of prior development, it is understood by BKF that language will be added to the specifications to identify the Contractor's special requirements as directed by the City.



2. Traffic Counts With Report:

As an optional service, BKF has established a cost for obtaining traffic counts and truck counts in order to determine the TI, including preparation of a short memo for two locations:

- Ocean Avenue, from Monte Verde Street to San Antonio Avenue



- San Carlos Street - intermittent areas between Fifth and Sixth Avenues

IV. SCOPE QUALIFICATIONS AND ASSUMPTIONS

BKF's services are limited to those expressly set forth in the scope. We understand that BKF will have no other obligations or responsibilities for the Project except as provided in this proposal letter, or as otherwise agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. For the scope of work identified, we have assumed the following:

- Existing Utilities:** Unless otherwise indicated or provided by others, any existing utilities identified on BKF's drawings/plans are based on information obtained by BKF, or provided to BKF, and may not be accurately documented in their horizontal location or vertical profile. Other utilities may be present that were not disclosed.
- Potholing:** BKF will provide field surveying for potholing provided by the City in order to identify the pothole locations on the plans. Potholes shall be clearly marked by the City.
- Permits:** It is assumed by BKF that all permits will be coordinated by the City. Any fees associated with permits will be paid by the City separate from this proposal.
- Other improvements:** Street lighting and hardscape enhancements are excluded from this scope of work.
- Traffic Handling Plans:** It is assumed by BKF that traffic handling plans will be prepared by the contractor.
- Permanent Stormwater Treatment:** It is assumed by BKF that permanent stormwater treatment will only be implemented based on the requirements for the proposed Class I Bike Path.

Thank you for the opportunity to present this proposal. We look forward to assisting the City in completing this Project. Please contact me at (408) 706-4036 if you have any questions regarding our scope of services.

Respectfully,
BKF Engineers



Marcelo H. Cosentino, PE
Associate

Attachments:

1. BKF Fee



December 7, 2022

BKF No: C20220621-02



Robert Harary, PE
Director of Public Works
City of Carmel-by-the-Sea
Monte Verde Street, 3 Southeast of Ocean Avenue
Carmel, CA 93921

Transmitted Via Email: rharary@ci.carmelca.us

Subject: City of Carmel-by-the-Sea Concrete Street Repair Projects

Dear Mr. Harary:

The following is a list of key personnel that will be assigned to the City of Carmel-by-the-Sea Street Repair Projects located in the City of Carmel-by-the-Sea:

Key Staff Name	Project Role
Marcelo Cosentino, PE	Project Manager
Gordon Sweet, PE	Principal-in-Charge
Chiaming Chi, PE	Project Engineer

Please contact me at (408) 706-4036 if you have any questions or need any additional information.

Respectfully,
BKF Engineers

A handwritten signature in blue ink, appearing to read 'Marcelo H. Cosentino', with a long horizontal stroke extending to the right.

Marcelo H. Cosentino, PE
Associate

Exhibit B

1/9/2022

CITY OF CARMEL-BY-SEA
STREET REPAIR PROJECTS

STAFF CATEGORY															
Key Staff Names		Gordon Sweet	Marcelo Cosentino	Jen Wang	Carmelo Cecilio	David Treash	Charming Chi						Total Hrs		
Project Role		Principal In Charge	Project Manager	Traffic	QA/QC	Survey/ Right of Way	Project Engineer								
Title		Principal	Associate	Associate	Senior Project Manager	Principal	Project Manager	Senior Project Engineer/ Surveyor	Project Engineer/ Surveyor	Design Engineer/ Staff Surveyor	Engineering Tech IV	Survey Party Chief	Survey Compensation	Admin	
BKF Engineers		\$285.60	\$248.85	\$248.85	\$342.55	\$255.60	\$223.65	\$212.00	\$188.00	\$182.00	\$194.00	\$212.00	\$136.00	\$87.00	EST FEE
TASK 1 PROJECT MANAGEMENT AND INVESTIGATIONS															
1.1 Project Management and Meetings		6	12				22		8	16					40
1.2 Project Information and Field Investigation			2			4	7	45				40	40		30
1.3 Project Control and Field Survey							2	2							135
1.4 Coring and Geotechnical Investigation (See Subconsultants)															4
1.5 Preliminary (30%) Plans and Engineers Estimate		2	8	6			12	4	8	12	20				72
Subtotals		8	22	6	0	4	47	4	43	28	20	40	40	0	282
TASK 2 95% SUBMITTAL															
2.1 Review/Resolve Comments from 30% Submittal			4				6		36	42	64				10
2.2 Prepare 95% Plans			8				24		12						166
2.3 Prepare 95% Specifications			8				12	6	12					2	40
2.4 Prepare 95% Cost Estimate			6				10	6	10						32
2.5 Quality Assurance/Quality Control (QA/QC)			2		4										6
Subtotals		0	28	0	4	0	52	24	58	42	64	0	0	2	274
TASK 3 100% SUBMITTAL															
3.1 Review/Resolve Comments from 95% Submittal			4				6		12	20					10
3.2 Prepare 100% Plans			4				8	6							78
3.3 Prepare 100% Specifications			4				8	4	12					2	30
3.4 Prepare 100% Cost Estimate			4				6		8						18
3.5 Quality Assurance/Quality Control (QA/QC)			2		4										6
3.6 Preparation of Bid Documents		2	4				8		16		20				50
Subtotals		2	22	0	4	0	34	10	48	20	48	0	0	2	192
TASK 4 Bid Support															
4.1 Respond to Bidder's Questions			2				2								4
4.2 Prepare Contract Addendum (Up to one addendum)			2				4		8						14
Subtotals		0	4	0	0	0	6	0	8	0	0	0	0	0	18
TOTAL															
Total Direct Labor		\$ 2,856.00	\$ 18,912.00	\$ 1,483.10	\$ 1,940.40	\$ 1,142.40	\$ 31,534.05	\$ 8,096.00	\$ 32,922.00	\$ 14,580.00	\$ 25,808.00	\$ 8,480.00	\$ 5,440.00	\$ 346.00	\$ 153,313.15
Subconsultant*		Task 1 Task 2 Task 3 Task 4 Task 5 Task 6													
Parish Consultants, Inc. (Geotechnical)		\$ 29,350.08													29,350.08
Subtotal - Subconsultants		\$ 29,350.08													\$29,350.08
Reimbursables															
Printing, Postage, and Travel															\$1,149.54
Subtotal - Reimbursables															\$1,149.54
Project Total (Time and Materials, Not to Exceed Fee)		\$ 183,812.77													

**CITY OF CARMEL-BY-THE-SEA
STREET REPAIR PROJECTS**

Key Staff Names	STAFF CATEGORY										EST. FEE			
	Gordon Sweet	Marcelo Cosentino	Jeff Wang	Carmelo Cecilio	Davis Thrash	Channing Chi						Total Hrs		
Project Role	Principal in Charge	Project Manager	Traffic	QA/QC	Survey/ Right of Way	Project Engineer								
Title	Principal	Associate	Associate	Senior Project Manager	Principal	Project Manager	Senior Project Engineer/ Surveyor	Project Engineer/ Surveyor	Design Engineer/ Staff Surveyor	Engineering Tech IV	Survey Party Chief	Survey Chainperson	Admin	
BKPF Engineering	\$285.00	\$248.85	\$248.85	\$242.55	\$285.00	\$223.85	\$312.00	\$108.00	\$162.00	\$194.00	\$212.00	\$158.00	\$97.00	
TASK 5 - Optional Services														
5.1 Environmental support		2				4								6
5.2 Prepare Conform Set	2	2				4				18				28
5.3 Contingency														
Subtotal	2	4	0	0	0	8	0	0	0	18	0	0	0	32
Subconsultants														
Subconsultant	Task 1	Task 2	Task 3	Task 4	Task 5									
LEA Environmental (ALLOWANCE) - OPTIONAL					\$ 10,000.00									
Traffic Counts With Report - OPTIONAL					\$ 3,500.00									
Subtotal - Subconsultants														
Reimbursables														
Printing, Postage, and Travel														
Subtotal - Reimbursables														
Optional Services Total (Time and Materials, Not to Exceed Fee)														
														\$ 30,854.00

BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2023

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal	\$288.00
Senior Associate Principal	\$268.00
Associate Principal	\$260.00
Senior Project Manager Senior Technical Manager	\$253.00
Project Manager Technical Manager	\$247.00
Engineering Manager Surveying Manager Planning Manager	\$228.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$212.00
Project Engineer Project Surveyor Project Planner	\$186.00
Design Engineer Staff Surveyor Staff Planner	\$162.00
BIM Specialist I, II, III	\$162.00 - \$186.00 - \$212.00
Technician I, II, III, IV	\$154.00 - \$164.00 - \$180.00 - \$194.00
Drafter I, II, III, IV	\$121.00 - \$133.00 - \$143.00 - \$159.00
Engineering Assistant Surveying Assistant Planning Assistant	\$101.00
FIELD SURVEYING	
Survey Party Chief	\$212.00
Instrument Person	\$182.00
Survey Chainperson	\$136.00
Utility Locator I, II, III, IV	\$110.00 - \$156.00 - \$187.00 - \$213.00
Apprentice I, II, III, IV	\$83.00 - \$112.00 - \$124.00 - \$132.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$277.00
Senior Construction Administrator	\$241.00
Resident Engineer	\$179.00
Field Engineer I, II, III	\$162.00 - \$186.00 - \$212.00
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	\$198.00
Funding Strategies Manager	\$181.00
Funding/Research Analyst I, II, III, IV	\$124.00 - \$144.00 - \$153.00 - \$168.00
PROJECT ADMINISTRATION	
Project Coordinator	\$135.00
Senior Project Assistant	\$117.00
Project Assistant	\$103.00
Clerical Administrative Assistant	\$87.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.

FEE SCHEDULE (EFFECTIVE THROUGH DECEMBER 2024)**Schedule of Billing Rate ⁽¹⁾⁽²⁾**

STAFF CATEGORY	2022 (1/1/2022 to 12/31/2022)		2023 (1/1/2023 to 12/31/2023)		2024 (1/1/2024 to 12/31/2024)	
	Actual Hourly Rate	Hourly Billing Rates	Actual Hourly Rate	Hourly Billing Rates	Actual Hourly Rate	Hourly Billing Rates
Project Manager	\$ 100 - \$ 115	\$ 308 - \$ 354	\$ 105 - \$ 121	\$ 324 - \$ 372	\$ 110 - \$ 127	\$ 340 - \$ 391
Sr. Project Engineer/QA QC Manager	\$ 70 - \$ 85	\$ 216 - \$ 262	\$ 74 - \$ 89	\$ 227 - \$ 275	\$ 77 - \$ 94	\$ 238 - \$ 289
Senior Geologist	\$ 60 - \$ 80	\$ 185 - \$ 247	\$ 63 - \$ 84	\$ 194 - \$ 259	\$ 66 - \$ 88	\$ 204 - \$ 272
Sr. Project Engineer/Geologist	\$ 50 - \$ 80	\$ 154 - \$ 247	\$ 53 - \$ 84	\$ 162 - \$ 259	\$ 55 - \$ 88	\$ 170 - \$ 272
Project Engineer	\$ 50 - \$ 65	\$ 154 - \$ 200	\$ 53 - \$ 68	\$ 162 - \$ 210	\$ 55 - \$ 72	\$ 170 - \$ 221
Project Geologist	\$ 40 - \$ 60	\$ 123 - \$ 185	\$ 42 - \$ 63	\$ 129 - \$ 194	\$ 44 - \$ 66	\$ 136 - \$ 204
Sr. Staff Engineer/PE	\$ 40 - \$ 50	\$ 123 - \$ 154	\$ 42 - \$ 53	\$ 129 - \$ 162	\$ 44 - \$ 55	\$ 136 - \$ 170
Staff Engineer	\$ 30 - \$ 50	\$ 92 - \$ 154	\$ 32 - \$ 53	\$ 97 - \$ 162	\$ 33 - \$ 55	\$ 102 - \$ 170
Field Engineer/Geologist	\$ 25 - \$ 60	\$ 77 - \$ 185	\$ 26 - \$ 63	\$ 81 - \$ 194	\$ 28 - \$ 66	\$ 85 - \$ 204
Senior Technician	\$ 30 - \$ 45	\$ 92 - \$ 139	\$ 32 - \$ 47	\$ 97 - \$ 146	\$ 33 - \$ 50	\$ 102 - \$ 153
Lab Technician	\$ 25 - \$ 40	\$ 77 - \$ 123	\$ 26 - \$ 42	\$ 81 - \$ 129	\$ 28 - \$ 44	\$ 85 - \$ 136
Drafting/Cadd Tech	\$ 25 - \$ 50	\$ 77 - \$ 154	\$ 26 - \$ 53	\$ 81 - \$ 162	\$ 28 - \$ 55	\$ 85 - \$ 170
Contract Administration	\$ 70 - \$ 85	\$ 216 - \$ 262	\$ 74 - \$ 89	\$ 227 - \$ 275	\$ 77 - \$ 94	\$ 238 - \$ 289
Field Engineer/Prevailing Wage	TBD ⁽³⁾					

Schedule of Other Direct Cost Items

Description of Item	Unit Cost
Permits	At Cost
Exploration Costs	At Cost
Grouting of holes (per foot)	At Cost
Cutting Disposal	At Cost
Traffic control	At Cost
Reproduction (outside)	At Cost
Independent Laboratory testing (rates for test types vary)	At Cost
Hazardous Materials Testing (outside services)	At Cost

Notes:

(1) The hourly billing rates are calculated based on an approved OH rate of 160.93% and 10% fee.

(2) Assumed escalations are on an average of 3% per year.

(3) Prevailing wage will apply to field personnel performing Materials Testing work with the project-specific determination per the Department of Industrial Relations (DIR) requirements.

CONSTRUCTION PHASE:

All time spent over 8 hours per day and Saturdays for field personnel will be charged at 1.5 times the hourly rate. Sunday work will be charged at twice the hourly rate. All charges are portal-to-portal and mileage will be charged at 53.5 cents per mile. Field time, including travel time, will be charged in a two-hour increment. Any chargeable time that falls in between these increments will be charged at the rate of the next two-hour increment. Prevailing wages will dictate the field rates wherever applicable.

OUTSIDE SERVICES:

Drilling rental of special equipment and other outside charges will be invoiced at cost plus 10%. Direct contracting/billing and payment will not incur these costs. Outside services, beyond those included in the proposal, will not be performed without prior authorization from the Client.

Miscellaneous outside reimbursable expenses encountered during the performance of our work, such as printing and other incidentals, will be billed at cost plus 10%. Outside services, beyond those included in the proposal, will not be performed without prior authorization from the Client.

The hourly rates indicated above shall remain in effect through December 2024.

JUNE 2022

SCHEDULE OF STANDARD CONTRACT PROVISIONS
AND BILLING RATES

LSA

HOURLY BILLING RATES EFFECTIVE JUNE 2022

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$180–400
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$130–250
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist/Noise Engineer	Senior Cultural Resources Manager/Paleontologist	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$115–200
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist/Noise Engineer/Climate Change Specialist	Cultural Resources Manager/Archaeologist/Architectural Historian/Paleontologist	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$85–165
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$85–125
Field Services							
Senior Field Crew/Field Crew							\$85–105
Office Services							
Graphics							\$125–150
Marketing							\$115–195
Office Assistant							\$85–135
Project Assistant							\$105–135
Research Assistant/Intern							\$75
Word Processing/Technical Editing							\$105–130

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

LSA IN-HOUSE DIRECT COSTS EFFECTIVE JUNE 2022¹

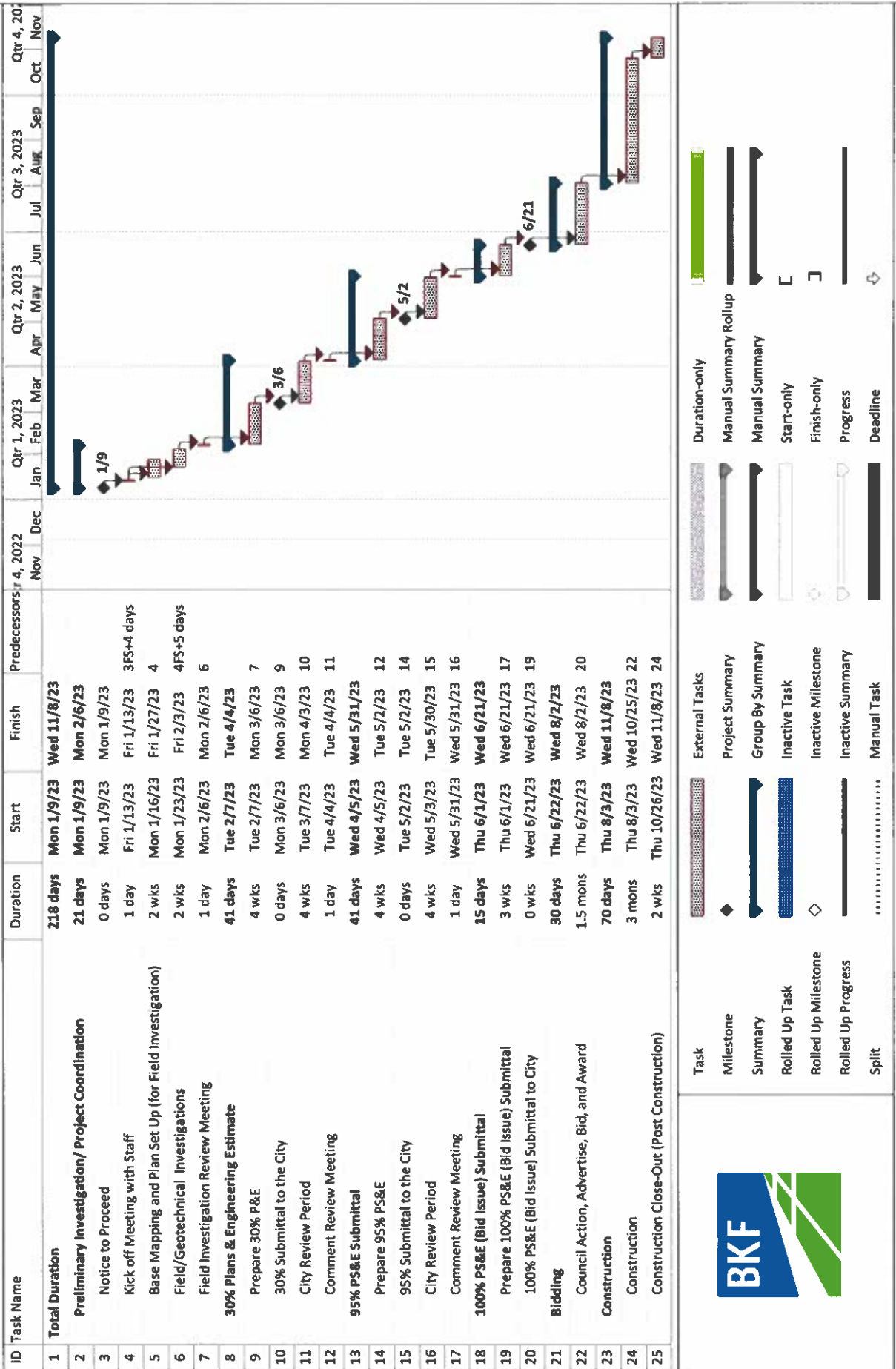
Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq ft	Boat Rental	\$125.00 per day
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day
GPS Unit	\$75.00 per day		

¹ Direct costs shall be reimbursed at cost plus 10 percent.

Exhibit C

CITY OF CARMEL-BY-THE-SEA
Concrete Street Repair Projects

BKF Engineers





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

January 10, 2023
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2023-005 confirming Councilmember appointments to outside agencies

RECOMMENDATION:

Adopt Resolution 2023-005 confirming Councilmember appointments to the Association of Monterey Bay Area Governments (AMBAG), Central Coast Community Energy (3CE), Monterey County Convention and Visitors Bureau (MCCVB), Monterey Peninsula Water Management District Policy Advisory Committee (MPWMD PAC), Monterey Regional Taxi Authority (MRTA), Monterey Regional Waste Management District (MRWMD), Monterey Salinas Transit (MST), Transportation Agency of Monterey County (TAMC), and Coastwalk - California Coast Trail Association.

BACKGROUND/SUMMARY:

In addition to their duties on the City Council, Council Members serve on as the City's representatives to outside agencies.

Following a General Municipal Election it is appropriate to appoint or reappoint Council Members to the following outside agency Boards and Commissions:

Association of Monterey Bay Area Governments (AMBAG)
Central Coast Community Energy (3CE)
Monterey County Convention and Visitors Bureau (MCCVB)
Monterey Peninsula Water Management District (MPWMD)
Monterey Regional Taxi Authority (MRTA)
Monterey Regional Waste Management District Policy Advisory Committee (MRWMD PAC)
Monterey Salinas Transit (MST)
Transportation Agency of Monterey County (TAMC)
Coastwalk - California Coast Trail Association

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

The City Council routinely appoints members to outside agencies and made appointments to some or all of these agencies in 2018 and 2019.

ATTACHMENTS:

Attachment 1) Resolution 2023-005

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

RESOLUTION NO. 2023-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA CONFIRMING COUNCIL MEMBER APPOINTMENTS TO THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS (AMBAG), CENTRAL COAST COMMUNITY ENERGY (CCCE), MONTEREY COUNTY CONVENTION AND VISITORS BUREAU (MCCVB), MONTEREY PENINSULA WATER MANAGEMENT DISTRICT POLICY ADVISORY COMMITTEE (MPWMD PAC), MONTEREY REGIONAL TAXI AUTHORITY (MRTA), MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT (MRWMD), MONTEREY SALINAS TRANSIT (MST), THE TRANSPORTATION AGENCY OF MONTEREY COUNTY (TAMC), AND COASTWALK – CALIFORNIA COAST TRAIL ASSOCIATION

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

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

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

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

Council Member Karen Ferlito – Appointee for Association of Monterey Bay Area Governments (AMBAG); and

Council Member Bobby Richards – Alternate Appointee for Association of Monterey Bay Area Governments (AMBAG); and

Council Member Jeff Baron – Appointee for Central Coast Community Energy (CCCE) Policy Board; and

Council Member Karen Ferlito – Alternate Appointee for Central Coast Community Energy (CCCE) Policy Board; and

Council Member Bobby Richards – Appointee for Monterey County Convention and Visitors Bureau (MCCVB); and

Mayor Dave Potter – Alternate Appointee for Monterey County Convention and Visitors Bureau (MCCVB); and

Mayor Dave Potter – Monterey Peninsula Water Management District's Policy Advisory Committee (MPWMD PAC); and

Council Member Jeff Baron – Appointee for Monterey Regional Taxi Authority (MRTA); and

Council Member Alissandra Dramov – Alternate Appointee for Monterey Regional Taxi Authority (MRTA); and

Council Member Karen Ferlito – Appointee for Monterey Regional Waste Management District (MRWMD); and

Council Member Alissandra Dramov – Alternate Appointee for Monterey Regional Waste Management District (MRWMD); and

Council Member Jeff Baron – Appointee for Monterey Salinas Transit (MST); and

Council Member Bobby Richards – Alternate Appointee for Monterey Salinas Transit (MST); and

Mayor Dave Potter – Appointee for Transportation Agency of Monterey County (TAMC); and

Council Member Jeff Baron – Alternate Appointee for Transportation Agency of Monterey County (TAMC); and

Council Member Alissandra Dramov – Appointee for Coastwalk - California Coast Trail Association; and

Council Member Jeff Baron – Alternate Appointee for Coastwalk - California Coast Trail Association

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
this 10th day of January, 2023, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk



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

January 10, 2023
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Ashlee Wright, Director, Libraries & Community Activities
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Receive an after action on Third Thursday and an update on the Farmers' Market and consideration of a Resolution 2023-007 authorizing the consumption of alcohol at the Farmers' Market Third Thursday events in 2023

RECOMMENDATION:

1. Receive an after action on Third Thursday and an update on the Farmers' Market.
2. Adopt Resolution 2023-007 authorizing the consumption of alcohol at the Farmers' Market Third Thursday events in 2023.

BACKGROUND/SUMMARY:

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

The Community Activities Commission (CAC) receives an update on the Farmers' Market at each regular meeting and provides staff with feedback.

Third Thursday After Action

As part of these ongoing discussions with the CAC and the market manager, an old idea has been re-circulating that dates back to the inception of the Farmer's Market, over eight (8) years ago, as part of the Carmel Artisan Food Experience. This idea proposed once monthly evening events that showcased Village chefs, local produce, arts and music. Staff have been working with the market manger to begin a beta program dubbed "Third Thursdays" that would feature just that as originally envisioned.

The first "Third Thursday" was held July 21, 2022 in Devendorf Park from 5:00 to 8:00 p.m. As envisioned,

the event featured market vendors, food, music, and art demonstrations. This event did not feature alcohol, although that had originally been planned for, however, there were delicious 'mocktails.' In addition, there were activities for children and families and it was well attended by a younger crowd of families looking to unwind after work and socialize while their children enjoyed the activities and playing in the park. There was no Third Thursday during the month of August because of Car Week.

At the beginning of September staff provided an after action to the City Council who granted authorization for additional Third Thursday events in September and October and also gave permission for the serving of alcohol at these events.

At the September 15 Third Thursday event alcohol was provided by the Carmel Youth Center as a fundraiser for that organization. Good Roots, Inc. staff made note that the alcohol enclosure was too large as compared with the demand. In addition they made note that the music was a bit too demure as compared with the vibe of the event. Overall the event went well and the event was again well attended by a younger crowd.

The October 20 Third Thursday was Harvest/Halloween themed. Alcohol was again provided by the Carmel Youth Center as a fundraiser for the event and the size of the alcohol enclosure was reduced based on the previous months experience. Staff will note that it was observed there was unauthorized drinking in the Park by attendees who had brought their own alcohol and staff will be working on how to mitigate this for the future.

Conclusion

Third Thursday at its earliest inception was meant to be an "everyone" event, as with all City events. These events however, resonated and were largely attended by younger adults and families. This in turn drove the changes that were made in between events to ensure children's activities were a continued component, musical acts were appropriate for the crowds, and that food and drink were changed up to meet the crowds' needs.

Based upon this, staff is recommending that Third Thursday be an added permanent component for the Farmers' Market and that Third Thursday run April through October of every year with the exception of August during Car Week or any other significant event conflicts and that the continued serving of alcohol be approved for these events.

FISCAL IMPACT:

The Community Activities Department budgeted \$23,660 for the support of the Farmers' Market, including initiatives like Third Thursday.

PRIOR CITY COUNCIL ACTION:

At the August 2022 regular meeting Council adopted Resolution 2022-072 authorizing the serving of alcohol at the September and October Third Thursday events.

ATTACHMENTS:

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

Attachment 1

RESOLUTION NO. 2023-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CONSUMPTION OF ALCOHOL AT THE FARMERS' MARKET THIRD THURSDAY EVENTS TO BE HELD APRIL THROUGH OCTOBER 2023

WHEREAS, the City entered into a contract in 2020 with Good Roots Events, Inc. due to their understanding of the Carmel-by-the-Sea community, their vision for the Market, and their overall experience managing Farmers' Markets and special events; and

WHEREAS, when the Farmers' Market was created in Carmel-by-the-Sea in 2014 a monthly evening component of the Market was an important component; and

WHEREAS, the Third Thursday pilot program extends the Farmers' Market once monthly through October and will feature, artists, musicians, food, and potentially alcoholic beverages; and

WHEREAS, Chapter 9.20 of the Carmel-by-the-Sea Municipal Code states that it is unlawful for any person to drink any alcoholic beverage in or upon any public place, but that the City Council has the right, through adoption of a resolution, to make exceptions to the regulation for specific events of limited duration.

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

Authorize the consumption of alcohol at the Third Thursday events to be held April through October 2023.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 10th day of January, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC
City Clerk



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

January 10, 2023
PUBLIC HEARINGS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brandon Swanson, Community Planning & Building Director
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Consider Ordinance No. 2022-007 (first reading) amending Carmel Municipal Code (CMC) Sections 17.14.040, 17.28.010, and 17.70.020, to prohibit timeshare and fractional interest uses, as well as advertising and sale thereof, in a manner fully in conformity with the California Coastal Act (CA Section 30510) - Continued from December 6, 2022

RECOMMENDATION:

1. Request the City Attorney to read the title of Ordinance 2022-007.
2. Waive further reading and introduce draft ordinance 2022-007 amending Carmel municipal code (CMC) sections 17.14.040, 17.28.010, and 17.70.020, to prohibit timeshare and fractional interest uses, as well as advertising and sale thereof, in a manner fully in conformity with the California Coastal Act (CA section 30510).

BACKGROUND/SUMMARY:

EXECUTIVE SUMMARY

The Carmel-by-the-Sea Municipal Code prohibits timeshares. The proposed ordinance confirms the existing prohibition of time shares, and adds new prohibitions with respect to advertisement and sale of timeshares and fractional interest ownerships. The City's Planning Commission has recommended adoption of these amendments, with an additional recommendation for Council to have a policy level discussion in the future about whether or not timeshares should continue to be prohibited in the Village.

BACKGROUND

Existing provisions of the Carmel-by-the-Sea Municipal Code prohibit timeshare uses. Specifically, timeshares are prohibited in all zoning districts of the City, and are defined in Section 17.28.010 to include any land use that is a "timeshare project", "time share program," or "time share occupancy." These are defined in Section 17.70.020 as follows:

Time-Share Occupancy. An occupancy related to the situation wherein a purchaser receives the right or entitlement in perpetuity, for life, or for a term of years or other extended term, to the recurrent, exclusive use or occupancy of a lot, parcel, unit, room(s), hotel or portion thereof, or segment of real

property, annually or on some other seasonal or periodic basis, for a period of time that has been or will be allotted from the use or occupancy periods into which the time-share project which is involved has been divided. The right or entitlement to occupancy may attach in advance to a specific lot, parcel, unit, room(s) or portion of a hotel, or segment of real property, or may involve designation or selection of the same at a future time or times.

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

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

As a result of recent enforcement efforts related to timeshares, City staff have reviewed the existing city code provisions and recommend that they be revised to confirm the existing prohibition, and additionally, that new prohibitions be added with respect to advertisement and sale of timeshares and fractional interest ownerships, which are treated identically under the existing City code.

On October 12th, 2022, the Planning Commission was presented these draft amendments, and received testimony from the public. Following discussion, the Commission approved a resolution recommending that the City Council adopt the ordinance as drafted by staff. The Commission also crafted an additional recital recommending that Council have a policy discussion in the near future to explore whether or not timeshares should still be prohibited in the City of Carmel-by-the-Sea. This additional recommendation arose from deliberations during the hearing, in which the Commissioners discussed the number of vacant homes in the Village and whether a form of timeshare use could present a solution to filling them. The Commission's additional recommendation is for Council to hold a separate hearing in the near future to have a policy level discussion and decide whether or not to refer an item back to the Planning Commission to remove or modify the prohibition on timeshares in Carmel-by-the-Sea.

STAFF ANALYSIS

The changes proposed by the ordinance include:

- Section 17.70.020 is modified to simplify the City's existing definitions with respect to timeshares. The City's existing definitions include definitions of time-share estate, time-share use, time-share occupancy, and time-share property, which are based on similar definitions in state law (the Vacation Ownership and Time-Share Act of 2004, as set forth in Business and Professions Code section 11210 et seq.). However, the existing definitions with respect to timeshares in 17.70.020 are multiple and reference each other, and introduce unnecessary complexity into the City's zoning regulations. While not a substantive change in the scope of the City's regulations, the proposed ordinance would simplify definitions to prohibit the use of real property under a "time-share plan."

The definition of "time-share plan" would mean "any arrangement, plan, scheme, or similar device, whether established by membership agreement, sale, lease, deed, license, right to use agreement, articles of organization or incorporation, operating agreement or bylaws, or by any other means, whereby a purchaser, in exchange for consideration, receives the right to exclusive use of real property or portion thereof, according to a fixed or floating time schedule, for a period of time less

than a full year during any given year, on a recurring basis for more than one year, but not necessarily for consecutive years.”

The code would specify that a time share plan exists “whenever such recurring rights of exclusive use to real property are created, regardless of whether such exclusive rights of use are a result of a grant of ownership rights, possessory rights, membership rights, rights pursuant to contract, or ownership of a fractional interest or share in real property, and regardless of whether they are coupled with ownership of a real property interest such as freehold interest or an estate for years in the property subject to the time-share plan.”

The code would be revised to make clear that a prohibited timeshare is created whenever any right is established for exclusive use of the property that is periodic on a recurring basis, regardless of the form. The definition of “timeshare plan” would now specifically mention that fractional ownership is one way a timeshare can be created, which is also not a substantive change. “Time-share use” and “fractional interest use” are defined to mean exactly same thing, so that it is clear to all potential violators that there is no difference between a fractional interest use and a timeshare use.

- 17.14.040, prohibiting timeshares in commercial zones, is modified to use the updated definitions.
- 17.28.010.A, prohibiting timeshares in all city zoning districts, is updated to use the updated definitions. Additional subsections are added to this section to make advertisement of timeshares subject to criminal penalties as well as the City’s administrative civil penalty process. The code also specifies that each day a violation occurs is a separate offense, for purposes of deterring violations by increasing the visibility of potential consequences.

While the existing municipal code prohibits fractionalized interest ownership, as a timeshare is created based on the allocation of exclusive rights of use to real property, the proposed code amendments would clarify the prohibition and strengthen enforcement efforts.

Additionally, the proposed ordinance would expressly prohibit the advertisement and sale of timeshares and fractional interest uses; this would allow for proactive enforcement by the City against those involved in the creation, advertisement, and sale of such prohibited land uses, rather than just the purchaser or owner of a timeshare or fractional interest use.

FISCAL IMPACT:

The staff time associated with processing this ordinance amendment is captured in the FY2022/2023 Community Planning and Building Budget.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

Attachment 1) PC Resolution 2022-036-PC Recommending Approval
Attachment 2) Draft Ordinance No. 2022-007

**CITY OF CARMEL-BY-THE-SEA
PLANNING COMMISSION**

RESOLUTION NO. 2022-036-PC

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARMEL-BY-THE-SEA
RECOMMENDING CITY COUNCIL ADOPT ORDINANCE AMENDING MUNICIPAL CODE SECTIONS
17.14.040, 17.28.010, AND 17.70.020, TO PROHIBIT TIMESHARE AND FRACTIONAL INTEREST
USES, AS WELL AS ADVERTISING AND SALE THEREOF**

WHEREAS, existing provisions of the Carmel-by-the-Sea Municipal Code prohibit timeshare uses. Specifically, timeshares are prohibited in all zoning districts of the City, and regulated by Sections 17.28.010, 17.70.020 and 17.14.040; and

WHEREAS, as a result of enforcement efforts, City staff have reviewed the existing city code provisions and recommend that they be revised to confirm the existing prohibition, and additionally, that new prohibitions be added with respect to advertisement and sale of timeshares and fractional interest ownerships, which are treated identically under the existing City code; and

WHEREAS, notice of a public hearing of the Planning Commission was published on September 30th, 2022 in compliance with State law (California Government Code 65091); and

WHEREAS, on October 12, 2022, the Planning Commission held a public hearing to consider draft Ordinance 2022-007 amending regulations pertaining to timeshares and receive public testimony, including without limitation, information provided to the Planning Commission by City staff and through public testimony; and

WHEREAS, the Planning Commission found that the draft Ordinance 2022-007 was consistent with the City's General Plan, Local Coastal Plan, and all other relevant City and State codes and regulations.

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

WHEREAS, the Planning Commission finds that pursuant to CEQA regulations, the project will have no impact on the environment and is not considered a project requiring compliance with the California Environmental Quality Act (Section 21065 of the California Public Resources Code); and

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

NOW, THEREFORE, BE IT RESOLVED, THAT THE PLANNING COMMISSION OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY recommend the City Council amend municipal code sections 17.14.040, 17.28.010, and 17.70.020, to prohibit timeshare and fractional interest uses, as well as advertising and sale thereof and adopt the Update in a manner fully in conformity with the Coastal Act (CA Section 30510).

BE IT FURTHER RESOLVED, THAT THE PLANNING COMMISSION OF THE CITY OF CARMEL-BY-THE-SEA DOES ALSO recommend the City Council hold a separate hearing in the near future to have a policy level discussion and decide whether or not to refer an item back to the Planning Commission to remove or modify the prohibition on timeshares in Carmel-by-the-Sea.

PASSED, APPROVED, AND ADOPTED BY THE PLANNING COMMISSION OF THE CITY OF CARMEL-BY-THE-SEA this 12th day of October, 2022, by the following vote:

AYES: Delves, Allen, Bolton, LePage, Locke

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Michael LePage, Chair

Leah Young, Planning Commission Secretary

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

ORDINANCE NO. 2022-007

**AN ORDINANCE AMENDING THE CARMEL-BY-THE-SEA MUNICIPAL CODE TO
PROHIBIT TIMESHARE AND FRACTIONAL INTEREST USES, AS WELL AS
ADVERTISING AND SALE THEREOF IN A MANNER FULLY IN CONFORMITY WITH THE
COASTAL ACT (CA SECTION 30510)**

WHEREAS, timeshares involve the division of the exclusive rights to use, possess, and occupy any real property between multiple persons, pursuant to a fixed or floating time schedule; and

WHEREAS, since at least 1988, the City of Carmel-by-the-Sea has prohibited the establishment of timeshares within the City; and

WHEREAS, the Housing Element of the City's General Plan specifically recognizes that the City seeks to protect the stability of residential neighborhoods by promoting year-round occupancy, and to avoid depletion of residents and associated impacts on the community, City services, Goal G3-4 of the City's Housing Element specifically requires the enforcement of the prohibitions on short-term, transient rentals and timeshares in residential dwellings; and

WHEREAS, recent increases in the development and sale of fractional interest ownerships have made it appropriate for the City to revisit its municipal code to clarify that fractional interest ownerships are prohibited timeshares and to also expressly prohibit the advertising and sale of prohibited timeshares and fractional interest uses.

WHEREAS, notice of the public hearing was published on November 25, 2022 in compliance with State law (California Government Code 65091), indicating the date and time of the public hearing; and

WHEREAS, on December 6, 2022, the City Council held a public hearing to receive public testimony regarding the draft ordinance, including without limitation, information provided by City staff and public testimony; and

WHEREAS, this decision is made based upon evidence presented to the City Council at its December 6, 2022 hearing including, without limitation, the staff report submitted by the Community Planning and Building Department and public testimony; and

WHEREAS, the City Council did hear and consider all said reports, recommendations, attachments and testimony herein above set forth and used their independent judgement to evaluate the ordinance; and

WHEREAS, the proposed amendments are in full conformity with the City's Local Coastal Plan and the California Coastal Act (CA Section 30510)

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA Review. The City Council exercises its independent judgment and finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections. 15060(c)(2), because the proposed ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; 15061(b)(3) because the proposed ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment; and 15308 because the proposed ordinance involves regulatory actions to assure protection of the environment. Therefore, the adoption of this ordinance is exempt from CEQA and no further environmental review is necessary.

SECTION 2. Amendment to the CMC.

1. Subsection A of Section 17.14.040 is amended and restated as follows:

17.14.040 Additional Use Regulations.

A. All Uses.

1. No new structure or modification to an existing structure shall be permitted nor shall any business license be issued that would allow the creation of publicly accessible retail space occupying fewer than 200 square feet or more than 5,000 square feet unless approved through a use permit and pursuant to the adoption of findings per CMC 17.64.200, Retail Space of Less Than 200 Square Feet or Greater Than 5,000 Square Feet.

2. No timeshare uses or fractional interest uses shall be established or permitted in any zone.

3. Except in restaurants, not more than five persons in any one individually licensed business shall be engaged in the production, repair or manufacturing of goods.

4. No use shall be permitted and no process, equipment, or materials shall be employed which is found by the Planning Director or by the Planning Commission to be objectionable to persons residing or working in the vicinity by reason of odor, fumes, noise, vibration, illumination, glare, unsightliness, dust, cinders, dirt, refuse, water-carried wastes or heavy truck traffic, or involve any hazard of fire or explosion.

2. Section 17.28.010 is amended and restated as follows:

17.28.010 Timeshare and Fractional Interest Uses.

A. Timeshare uses and fractional interest uses are prohibited uses within all of the zoning districts within the City.

B. Any responsible person, including but not limited to an owner of a time-share interest, management entity, agent, or broker who uses, or allows the use of, or advertises or causes to be printed, published, advertised, or disseminated in any way and through any medium, the availability for sale or use of real property in violation of this section is guilty of a misdemeanor for each day in which such accommodation is used, allowed

to be used, or advertised for sale or use in violation of this chapter. Such violation shall be punishable pursuant to Chapter 1.16 (General Penalty).

C. Any responsible person, including but not limited to an owner of a time-share interest, management entity, agent, or broker who uses, or allows the use of, or advertises or causes to be printed, published advertised, or disseminated in any way and through any medium, the availability for sale or use of real property in violation of this section is subject to administrative fines and/or penalties as set forth in Chapter 18.04 (Municipal Code and Ordinance Enforcement).

D. Each day a violation of this section occurs shall constitute a separate offense, and the remedies under this section are cumulative and in addition to any and all other remedies available at law and equity.

3. "Time-Share Definitions" of Section 17.70.020 is amended to repeal the definitions of "Time-Share Estate," "Time-Share Occupancy," "Time-Share Program," "Time-Share Project," and "Vacation-Time Sharing Project," and restated to enact the definitions of "Time-Share Plan," "Time-Share Use" and "Fractional Interest Use" to read as follows:

17.70.020 Definitions.

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

...

Time-Share Definitions.

"Time-Share Plan" means any arrangement, plan, scheme, or similar device, whether established by membership agreement, sale, lease, deed, license, right-to-use agreement, articles of organization or incorporation, operating agreement or bylaws, or by any other means, whereby a purchaser, in exchange for consideration, receives the right to exclusive use of real property or portion thereof, according to a fixed or floating time schedule, for a period of time less than a full year during any given year, on a recurring basis for more than one year, but not necessarily for consecutive years. A timeshare plan shall be deemed to exist whenever such recurring rights of exclusive use to real property are created, regardless of whether such exclusive rights of use are a result of a grant of ownership rights, possessory rights, membership rights, rights pursuant to contract, or ownership of a fractional interest or share in real property, and regardless of whether they are coupled with ownership of a real property interest such as freehold interest or an estate for years in the property subject to the time-share plan.

"Time-Share Use" and "Fractional Interest Use" means the use of real property or any part thereof, pursuant to a timeshare plan.

SECTION 3. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such a decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 4. Publication. The City Clerk shall publish or post this ordinance in the manner required by law.

SECTION 5. Effective Date. This ordinance shall be effective 30 days after its adoption.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVE:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk