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

Mayor Dale Byrne, Councilmembers Jeff Baron, Hans Buder, Bob Delves, and Alissandra Dramov
Contact: 831.620.2000 www.ci.carmel.ca.us

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

CITY COUNCIL SPECIAL MEETING
Monday, June 2, 2025
4:30 PM

AMENDED AGENDA

HYBRID MEETING ATTENDANCE OPTIONS

This meeting will be held in person and via teleconference ("hybrid"). The public is welcome to attend the meeting in person or remotely via Zoom, however, the meeting will proceed as normal even if there are technical difficulties accessing Zoom. The City will do its best to resolve any technical issues as quickly as possible. To view or listen to the meeting from home, you may also watch the live stream on the City's YouTube page at: https://www.youtube.com/@CityofCarmelbytheSea/streams. To participate in the meeting via Zoom, copy and paste the link below into your browser.

https://ci-carmel-ca-us.zoom.us/j/81991221369 Webinar ID: 819 9122 1369 Passcode: 055985 Dial in: (253) 215-8782

HOW TO OFFER PUBLIC COMMENT

The public may give public comment at this meeting in person, or using the Zoom teleconference module, provided that there is access to Zoom during the meeting. Zoom comments will be taken after the in-person comments. The public can also email comments to cityclerk@ci.carmel.ca.us. Comments must be received at least 2 hours before the meeting in order to be provided to the legislative body. Comments received after that time and up to the beginning of the meeting will be made part of the record.

PUBLIC COMMENT GUIDELINES FOR SPECIAL MEETINGS - During Special City Council Meetings, public comments are permitted for items listed on the agenda. After each item on the agenda is introduced, the Mayor will invite public comment on that item. Each speaker has 3 minutes to speak unless otherwise adjusted by the Mayor. While stating your name is optional, it helps to identify speakers in the meeting minutes. Remote or in-person participants who do not comply with the requirements of the Brown Act will be muted.

TOUR OF INSPECTION - AMENDED. The Tour of Inspection at 3:30 p.m. has been canceled. The meeting will being at 4:30 p.m. in the Council Chambers and via Zoom.

CALL TO ORDER AND ROLL CALL - 4:30 PM

CONSENT AGENDA (Estimated time - 10 min)

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

1. May 5, 20, & 21 Special Meeting Minutes, and May 6, 2025, Regular Meeting Minutes
2. April 2025 Monthly Reports
3. April 2025 Check Register Summary
4. Letter authorizing the County of Monterey to execute all documents necessary to continue to implement the annual Used Oil Payment Program on behalf of the City during Fiscal Year 2025/26
5. Resolution 2025-043, authorizing a Free Use Day of the Sunset Center Theater and Lobby for the Carmel Foundation's Annual Meeting and 75th Anniversary Celebration on September 24, 2025
6. Resolution 2025-044 authorizing the City Administrator to execute Amendment No. 1 to the construction contract with Coastal Paving & Excavating, Inc., for added construction services associated with the Drainage System Repairs Projects in the amount of $95,190.57.
7. Resolution 2025-046, authorizing a cost sharing agreement between the City of Carmel-By-the-Sea and County of Monterey for the pavement rehabilitation of the portion of Ocean Avenue between just west of Cabrillo Highway, California State Route 1, also known as Pacific Coast Highway and Carpenter Street, with a budget of $400,000.00.
8. Resolution 2025-047 approving a list of streets to be resurfaced in Fiscal Year 2025/26 partially funded by SB1: The Road Repair and Accountability Act of 2017.
9. Resolution 2025-048, Modifying Policy C94-01 “Financial Policies” for updates to the City's Budgetary Guidelines and Reserve Policies
10. Resolution 2025-049, rescinding a Notice of Merger recorded with the County on July 14, 2004 (Monterey County Recorder Document No. 2004073684), and approving a Land Use Regulatory Jurisdiction Agreement and Covenant and Agreement to Hold Property as One Parcels (City of Carmel-by-the-Sea (APN: 009-146-029) and Unincorporated Monterey County (APN: 009-146-028)).

    Proposed CEQA Action: Find the action to be “not a project” pursuant to section 15378 of the CEQA Guidelines.
11. Adopt Resolution 2025-050 Authorizing the City Administrator to Execute Amendment No. 1 to a Professional Services Agreement with Regional Government Services Authority for a not-to-exceed amount of Seventy Eight Thousand Dollars ($78,000.00) and extending the term through June 30, 2026 for payroll consulting services.

ORDERS OF BUSINESS

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

12. Resolution 2025-051 ratifying appointments to the Community Activities Commission, Harrison Memorial Library Board of Trustees, Historic Resources Board, and the Forest and Beach Commission (Estimated time - 5 min)

13. Discuss City Policy C89-02: City Council Meetings, Orders of Council, Agenda Packets, Minutes of Meeting and Agenda Distribution, and consider Motion to approve proposed changes to Policy or provide other direction to the City Administrator (Estimated time - 30 min)

14. Receive a presentation, discuss, and provide direction on options related to parking management in the City (Estimated time - 60 min)

ADJOURNMENT

1. Correspondence Received After Agenda Posting

2. Presentations received after agenda posting

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

June 2, 2025
CONSENT AGENDA (Estimated time - 10 min)

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	May 5, 20, & 21 Special Meeting Minutes, and May 6, 2025, Regular Meeting Minutes

RECOMMENDATION:

Approve Draft Minutes.

BACKGROUND/SUMMARY:

The City Council routinely approves minutes of its meetings.

FISCAL IMPACT:

None.

PRIOR CITY COUNCIL ACTION:

None

ATTACHMENTS:

Attachment 1) May 5, 2025, Special Meeting Minutes
Attachment 2) May 6, 2025, Regular Meeting Minutes
Attachment 3) May 20, 2025, Special Meeting CC and PC Minutes
Attachment 4) May 21, 2025, Special Meeting Minutes

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

SPECIAL MEETING MINUTES

Monday, May 5, 2025

CALL TO ORDER AND ROLL CALL

Mayor Byrne called the meeting to order at 4:30 p.m.
Roll call: Councilmembers Jeff Baron, Hans Buder, Alissandra Dramov, Mayor Pro Tem Delves, and Mayor Dale Byrne were present.

CONSENT AGENDA

Councilmember Buder pulled item #2, and Mayor Byrne pulled items #4 and #6 from the consent agenda.

Motion by Mayor Pro Tem Delves to approve consent agenda items # 1, 3, & 5, seconded by Councilmember Dramov, and approved 5-0-0-0 by the following roll call vote:
AYES: Councilmembers Baron, Buder, Delves, Dramov, and Mayor Byrne
NOES: None
ABSENT: None
ABSTAIN: None

Item 1 - March 24, 27, and 31, 2025, Special Meeting Minutes and April 1, 2025, Regular Meeting Minutes - *Approved 5-0-0-0*

Item 3 - March 2025 Check Register Summary - *Approved 5-0-0-0*

Item 5 - Receive the Carmel Police Department's 2024 Military Equipment Annual Report per AB 481 - *Approved 5-0-0-0*

ITEMS PULLED FROM CONSENT

Item 2 - March 2025 Monthly Reports - *Approved 5-0-0-0*

Councilmember Buder requested clarification from the Police Commander regarding three Fire or Ambulance call response times in the March monthly report. Commander Trayer said he researched these calls and provided explanations for their longer durations.

Councilmember Buder requested a clearer distinction between poor trees scheduled for pruning versus removal in the monthly Forester's Report. He also sought a clearer comparison of the

number of trees pruned or removed based on their condition against the fiscal year goals for removal and pruning.

Public Comment: None

Item 4 - Adopt Resolution 2025-038, authorizing the City Administrator to execute an Agreement for Contractor Services with QOVO Solutions Inc. for Police Department Access Control and Door upgrade, with a not-to-exceed budget of $81,082.42 - *Approved 5-0-0-0*

Mayor Byrne asked for clarification about the replacement of eight doors at the Police and Public Works Building. City Administrator Rerig confirmed the necessity of replacing all eight doors for safety, costing over $81,000, and noted that the old doors would be salvaged for reuse.

Public comment: None

Item 6 - Resolution 2025-039 amending the Professional Services Agreement with Conti, LLC, and Purchase Order with OuttaTheWoods, to increase total project costs by $36,963 from $110,543 to $147,506, to complete Audio/Visual upgrades to the Council Chambers - *Approved 5-0-0-0*

Mayor Byrne asked for clarification on the increased cost for the chambers audio/visual (AV) upgrades. City Administrator Rerig responded that most of the increased cost is going towards the upgraded technology equipment, with a slight increase in the labor.

Motion by Mayor Pro Tem Delves to approve consent agenda items #2, 4, & 6, seconded by Councilmember Buder, and approved 5-0-0-0 by the following roll call vote:
AYES: Councilmembers Baron, Buder, Delves, Dramov, and Mayor Byrne
NOES: None
ABSENT: None
ABSTAIN: None

ORDERS OF BUSINESS

Item 7 - Consideration and recommendation of FY 2025-2026 Council Discretionary Grant Funds and provide direction for the disbursement of the funds to various organizations

Mayor Byrne announced that he serves as President of Carmel Cares, a non-profit organization that has applied for a discretionary grant. He clarified that he receives no compensation for this role and has not been a member of the organization's Board of Directors since June 2024. He requested that this information be formally recorded in the meeting minutes, and that based on the advice of the City Attorney, he confirmed that he is permitted to participate in discussions and decision-making related to this item.
City Clerk Romero gave a presentation on the discretionary grant process, a summary of the grant requests received, and the staff's proposed grant distribution.

Public comment:
Tim Twomey

Councilmember Baron raised concerns regarding Pac Rep Theatre's outstanding debt to the City for the inspection fees for their new theater, the Mayor's involvement in Carmel Cares, and the CRA's history of lobbying the city. He said he opposed funding these grant requests and suggested putting the $5,000 savings towards the youth grants.

Councilmember Buder and Mayor Byrne proposed equally distributing $30,000 among all 19 applicants, supported by Mayor Pro Tem Delves, who highlighted CRA and Carmel Cares' benefits and Pac Rep's summer program for students. Councilmember Dramov was open to reconsidering Pac Rep's funding based on Baron's concerns related to their outstanding debt to the city.

Motion by Mayor Pro Tem Delves to approve $36,000 total for FY 25-26 for Discretionary Grants, and award a grant of $1,500 to each of the 19 applicants, seconded by Mayor Byrne, and approved 4-1-0-0 by the following roll call vote:
AYES: Councilmembers Buder, Delves, Dramov, and Mayor Byrne
NOES: Councilmember Baron
ABSENT: None
ABSTAIN: None

Item 8 - Discuss proposed changes to the Budget Policies and Financial Guidelines for inclusion in the FY 2025-2026 Operating Budget Book and provide direction to staff

Finance Manager Jayme Fields presented proposed budget policy changes to simplify fund balance reporting by consolidating three reserve balances into one, as explained by Mayor Pro Tem Delves of the Financial Stewardship Ad Hoc Group. City Administrator Rerig supported the more tangible and understandable changes. Councilmember Buder clarified the guidelines, limiting operating expenses to 90% and requiring a minimum 10% for capital expenditures, while allowing the use of "rainy day" funds. Council asked clarifying questions throughout the presentation.

Public comment:
Maria Ruess
Karen Ferlito

Council discussed the proposed policy changes. Councilmember Baron generally supported the changes but suggested more flexibility for Council to allocate additional funds to capital projects, noting the increasing costs of delaying such improvements.

Council gave consensus direction for staff to include the proposed policy changes in the FY 25-26 Budget Book, and to return in June with a Resolution and redlined revision of Financial Policy C94-01 for formal adoption.

Item 9 - Receive a presentation on street addresses public vote options; presentation will include a brief overview of the street addresses work group and election costs and timeline requirements for a ballot measure in a 2025 Special Election and a 2026 Election. Staff recommends City Council action and direction on (1) whether to proceed in preparation for a ballot measure and election, and (2) which, if any, election year.

Mayor Pro Tem Delves reported that the Street Address Working Group is developing a comprehensive “book” on street addresses, which will include chapters on the history of Carmel’s addressing, community input, address standards, a prototype system, emergency response impacts, and an implementation plan for AMS-compatible addresses. He said the goal is to make the implementation process easy to understand and inclusive of all perspectives. Administrative Analyst Emily Garay said that tonight staff also requests the Council to give direction on whether or not to hold a special election in 2025 regarding street addresses, and outlined the timeline and cost estimate involved.

Mayor Pro Tem Delves reported that the Street Address Working Group is creating a detailed book on Carmel's street addresses, with chapters covering history, input, standards, a prototype, emergency impacts, and implementation for AMS compatibility, aiming for an easy and inclusive process. Administrative Analyst Emily Garay then requested Council direction on a potential 2025 special election for street addresses, outlining the timeline and estimated costs.

Public Comment:
Betty Kullas
Colleen Logan
Kimberly Cole
Linda Califiore
Donna Jett
Maria Ruess
Susan Viere
Karen Ferlito
Chris Hardy
Laurel Overit
Linda Smith
Melanie Billig
Harvey Billig

Councilmember Buder expressed concern about the street address workgroup duplicating past efforts, noting that the city already has years of staff research and presentations on the subject. He urged focusing on implementation, preserving Carmel’s character, and issuing an RFP to explore addressing systems. Councilmember Dramov thanked the workgroup for their efforts and

proposed sending a postcard survey to all registered voters to gauge public opinion as a lower-cost alternative to a special election. She said this may provide some closure to people to see how many residents actually want addresses. Councilmember Baron reiterated his opposition to the workgroup but supported Councilmember Dramov's survey idea. He called for Councilmembers to publicly state their positions, set a clear goal, such as having GPS-findable addresses by a certain date, and outline steps to achieve it.

Mayor Byrne stated that if the City Attorney, Police Chief, and Fire Chief all agree that street addresses are needed for the village to be safe, then we should listen to that advice and do something about it. Mayor Pro Tem Delves agreed the book content is largely complete and the Working Group should now move to researching implementation. He recommended including a legal analysis chapter. He concluded that there appears to be consensus from Council to move forward with the book and to get it out to the public for more feedback.

City Administrator Rerig requested clear direction from the Council on whether to proceed with a 2025 special election on street addresses, per previous Council direction.

Mayor Pro Tem Delves made a motion to not have a special election in 2025 on street addresses, and the motion was seconded by Mayor Byrne.

Councilmember Baron said he is against this motion, stating that it sets things back by undoing the direction of the previous Council and making the process start over. He also expressed concern that the current Council doesn't have a clear goal or plan in place which is why he can't support it.

Motion by Mayor Pro Tem Delves to not have a special election in 2025 on street addresses, seconded by Mayor Byrne, and approved 4-1-0-0 by the following vote:
AYES: Councilmembers Buder, Delves, Dramov, and Mayor Byrne
NOES: Councilmember Baron
ABSENT: None
ABSTAIN: None

Recess
Council took a recess at 6:47 p.m. and returned at 7:10 p.m.

Item 10 - Receive a report and provide direction to staff on the allocation of 14-acre feet of water received by the Monterey Peninsula Water Management District (MPWMD)

Principal Planner Marnie Waffle presented to Council that the MPWMD increased Carmel-by-the-Sea's water allocation by 14 acre-feet and that this unallocated water requires City Council direction on allocation. She said options include: 1) keeping it in unallocated reserves for future use, with 10% of it (1.4 acre-feet) specifically for affordable housing for very low and low-income residents, or 2) directing the Planning Commission to review potential allocation options and

provide their recommendation to Council. Ms. Waffle then responded to questions from the Council members.

Public Comment:
Karen Ferlito
Nancy Twomey
Maria Ruess
Linda Smith
Donna Jett

Council discussion resumed. Council agreed on the importance of allocating some of the reserves to affordable housing to incentivize these types of projects, but were hesitant to make lasting preemptive decisions before they hear about the housing element update later this month.

Council consensus directed staff to return with a Resolution for the council to adopt that will allocate 3 acre-feet of the 14 acre-feet reserve water to very low and low-income housing, and further direction on the remaining 11 acre-feet water reserve at a future meeting date after the Council receives an update on the housing element amendment.

Item 11 - Receive a presentation and provide direction on the 2025 Fire Hazard Severity Zone (FHSZ) map, Wildland-Urban Interface areas, and associated Carmel-by-the-Sea Municipal Code modifications

Community Planning and Building Director Anna Ginette presented the 2025 FHSZ map update from the California State Fire Marshal, released March 10. She stated that the updated map revises local fire risk designations, affecting building codes and defensible space requirements. She summarized that the new map increases the “Very High” fire risk area to 278 acres and introduces “High” and “Moderate” risk zones. Ms. Ginette said that by law, the City must adopt the updated map, or a stricter version of this map, by Ordinance by July 8. She recommended adopting the map, expanding the Community Wildfire Protection Plan (CWPP) to cover the entire city as a Wildland-Urban Interface (WUI), and applying Public Resources Code Section 4291 for improved defensible space enforcement. Ms. Ginette and Deputy Fire Chief Cooper answered questions from the Council.

Public Comment:
Linda Califiore
Karen Ferlito
Nancy Twomey
Scott Mace
Donna Jett
Melanie Billig
Chris Hardy
Linda Smith
Constance Hess

Karyl Hall

Councilmembers expressed concern about the impact of the updated fire hazard map on Carmel's character and the rushed timeline for adoption. Councilmember Baron proposed small fire risk reduction measures, like limiting wood roofs, allowing gravel ground coverage, and using drones for risk assessment. He also questioned broader policy implications. Councilmember Buder advocated for a proactive response, suggesting updates to the municipal code and the formation of a working group to take on this task, including representatives from the Planning Commission, Forest and Beach Commission, city staff, and legal counsel.

Councilmember Dramov opposed state pressure and strongly objected to the Fire Department accessing private property without owner consent. Mayor Byrne echoed concerns about preserving Carmel's character and noted that while tree removal isn't required, new plantings must meet updated fire zone regulations. He acknowledged the City's limited options, and recommended adopting staff's Option #1 to comply with the State and asked staff to propose short-term code amendments.

Motion by Mayor Byrne to return in June with an Ordinance with the associated municipal code amendments to adopt the 2025 Fire Hazard Severity Zone (FHSZ) map as updated by the State, seconded by Mayor Pro Tem Delves, and approved 5-0-0-0 by the following roll call vote:

AYES: Councilmembers Baron, Buder, Delves, Dramov, and Mayor Byrne
NOES: None
ABSENT: None
ABSTAIN: None

Councilmember Baron made a motion to direct staff to return with an urgency Ordinance to make some quick fixes to the municipal Code discussed, such as allowing gravel site coverage, roof materials, changes to fences. Motion was seconded by Mayor Byrne, and failed 2-3-0-0 by the following roll call vote:

AYES: Councilmember Baron, Mayor Byrne
NOES: Councilmember Buder, Delves, Dramov
ABSENT: None
ABSTAIN: None

ADJOURNMENT

Council adjourned the meeting at 9:47 p.m.

APPROVED: ATTEST:

_____ _____

Dale Byrne, Mayor

Nova Romero, MMC, City Clerk

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

REGULAR MEETING MINUTES

Tuesday, May 6, 2025

CALL TO ORDER AND ROLL CALL

Mayor Byrne called the meeting to order at 4:30 p.m.
Roll call: Councilmembers Jeff Baron, Hans Buder, Alissandra Dramov, Mayor Pro Tem Delves, and Mayor Dale Byrne were present.

PLEDGE OF ALLEGIANCE

City Clerk Romero led the pledge of allegiance.

EXTRAORDINARY BUSINESS

A. Carmel High School Report Out - Juliette Norman, CHS Associate Student Body President, updated on events and happenings at the high school.

B. Non-Profit Spotlight - Carmel Youth Center - Keith Pagent, Carmel Youth Center (CYC) CEO gave an oral presentation on the youth programs, fundraising opportunities, and upcoming community events.

C. Proclamation Recognizing Two Public Works Employees - Councilmember Dramov read the proclamation recognizing Rene Aldama and Miguel Manzano for their heroic efforts for life saving actions.

D. Proclamation Recognizing May 18-24, 2025 as National Public Works Week - Councilmember Dramov read the proclamation.

E. Report from See Monterey - Rob O'Keefe, CEO of See Monterey, the County of Monterey's destination marketing organization, gave an update on their activities. His presentation covered marketing communications, social media, business development, and responsible travel initiatives.

PUBLIC APPEARANCES

Halla Rockwell
Will Rei

ANNOUNCEMENTS

A. City Administrator - Thanked the finance staff for their efforts in preparing the recommended budget for tonight's meeting.

B. City Attorney - Reported that the Carmel Public Library Foundation's attorney is currently reviewing the architect's contract for the Harrison Memorial Library renovation project.

C. Councilmembers

Councilmember Baron - Reported there is a Community Meeting next Thursday, May 15th on Sea Level Rise and the Local Coastal Program and invited the public to come. He also reported that on May 22nd the Transportation Agency for Monterey County (TAMC) will hold a community meeting in the Council Chambers regarding safe pedestrian and bike paths.

Councilmember Dramov - Reported that the California Coastal Commission postponed the public hearing to adopt the City's Wireless Telecommunications Ordinance.

Mayor Pro Tem Delves - Thanked City staff for providing the presentation slides for Council meetings early.

Mayor Byrne - Thanked all staff for the wonderful Earth and Arbor Day Celebration and said he was honored to present the two benches dedicated to Barbara Livingston and Jan Reimers. He also announced that April is volunteer month and encouraged everyone to get involved in some of the wonderful volunteer groups in the City.

PUBLIC HEARINGS

Item 1 - Resolution 2025-041 adopting Fiscal Year 2025-2026 Fee schedule for Administrative Services, Community Planning and Building, Public Safety, Public Works, Community Activities and Library Services

Finance Manager Jayme Fields presented on the recommended Fee Schedule update for FY 25-26 for Administrative Services, Community Planning and Building, Public Safety, Public Works, Community Activities, and Library Services. She said that a new cost study is budgeted for the coming year, and staff will return with a potential fee waiver program for consideration.

Public Comment:
Donna Jett

Councilmembers Baron and Dramov suggested lowering tree maintenance fees to encourage resident upkeep, especially considering fire hazards. Acting Public Works Director Bilse noted that last year the Council reduced the tree maintenance fees to make them more affordable, and

the proposed fee schedule maintains those lower fees. Councilmember Dramov noted that the fee to remove a tree is less than the fee to prune and suggested the pruning fee be reduced to at least the same as the fee to remove a tree. Councilmember Baron questioned if appeal fees are being collected by Public Works for appeals to the Forest and Beach Commission. City Administrator Rerig suggested that the appeal fee be included in the next review of fees.

Motion by Mayor Pro Tem Delves to adopt the FY 25-26 Fee Schedule, with the amendment that fee for tree pruning be reduced to $205, seconded by Councilmember Baron, and approved 5-0-0-0 by the following roll call vote:
AYES: Councilmember Baron, Buder, Delves, Dramov, and Mayor Byrne
NOES: None
ABSENT: None
ABSTAIN: None

ORDERS OF BUSINESS

Item 2 - Receive the Fiscal Year 2025-2026 Recommended Budget

Finance Manager Jayme Fields presented the recommended budget for FY 25-26 of $43.2 million for Council's consideration and summarized key changes to the operating budget. She encouraged the public and Council to send any budget related questions by email and the responses will be presented at the budget workshop on May 21st.

Councilmembers discussed key budget concerns, focusing on:

- Marketing Budget: Concerns were raised about its size and the inclusion of the Sunset Center, with consensus that the Sunset Center should become more financially self-sufficient and meet its endowment obligations.
- Capital Improvement Projects (CIP): Council agreed that underinvestment in CIP has contributed to infrastructure deterioration and emphasized the need for increased spending, especially on long-term maintenance.
- Revenue Strategy: Council generally supported exploring new revenue sources and suggested using portions of the operational reserves and unassigned funds to address infrastructure needs.

Public Comment:
Karen Ferlito
Nancy Twomey
Maria Ruess

Mayor Byrne advocated for revisiting Charter City status to expand revenue options, emphasized the need for an IT audit for added security, and recommended hiring a full-time public relations

officer. Councilmember Buder requested weekend library hours, noting the delay may stem from MOU constraints. Councilmember Dramov urged the development of a long-term facilities maintenance plan and supported maintaining operating costs at or below 90% of the budget. Councilmember Baron questioned the transparency of TOT forecasting by Visit Carmel, citing a potential conflict of interest as they also receive city marketing funds.

Mayor Pro Tem Delves noted that the Financial Stewardship Ad Hoc Committee consisting of Councilmember Buder and himself has been focused on broader budget and policy oversight and said that “budget scrubbing” is handled by the City Administrator and department heads.

Staff received direction from Council to return at the May 21st Budget Meeting with answers to questions raised by Council and the public and to present an updated proposed budget.

RECESS
Council took a recess at 7:18 pm and returned at 7:41 pm.

Item 3 - Consideration of Resolution 2025-042, authorizing the City Administrator to enter into a Professional Services Agreement with Opticos for a not-to-exceed fee of $180,000 to prepare objective design and development standards (ODDS) for multi-family residential, mixed-used residential, and accessory dwelling units.

City Administrator Rerig announced that this item will be postponed to June.

Item 4 - Receive a report regarding options for the future of ambulance services in Carmel-by-the-Sea, and direction to staff regarding an agreement to contract ambulance services with Monterey Fire as previously recommended by the City’s Ambulance Ad Hoc Committee

Assistant City Administrator Brandon Swanson presented a historical overview of the City's ambulance services. He then summarized the Monterey Fire Department's proposal to manage these services with an enhanced 24/7 staffing model and outlined the advantages and disadvantages of the existing model and offered options for the council's consideration. He reported that staff recommends the Council enter into a contract with the City of Monterey for ambulance services. Police Chief Tomasi and Fire Chief Miller answered questions from Council.

Public Comment:
Matt Nitensen
Donna Jett
Cindy Lloyd
Nancy Twomey
Karen Ferlito

Council discussion resumed. Council agreed that there is a great benefit to the community to team up with Monterey Fire to manage our Ambulance services and continue the great partnership it already has with Monterey Fire. Council emphasized that retaining the 201 rights is very important as is keeping our service and improving it and acknowledged that Monterey Fire has the expertise and personnel in managing the services.

Motion by Mayor Pro Tem Delves to direct staff to proceed with an agreement to contract ambulance services with Monterey Fire as previously recommended by the City's Ambulance Ad Hoc Committee, seconded by Mayor Byrne.

Councilmember Baron said he is hesitant to commit to a long-term agreement with Monterey Fire until he understands the lost revenue from Carmel Ambulance not charging for services that AMR, the only other ambulance service in the area charges. He said he supports the motion, but would like to see these concerns addressed within a probationary period, and noted that two-thirds of ambulance calls are mutual aid calls made outside of Carmel.

Motion by Mayor Pro Tem Delves to direct staff to proceed with an agreement to contract ambulance services with Monterey Fire as previously recommended by the City's Ambulance Ad Hoc Committee, seconded by Mayor Byrne, and approved 5-0-0-0 by the following roll call vote:
AYES: Councilmember Baron, Buder, Delves, Dramov, and Mayor Byrne
NOES: None
ABSENT: None
ABSTAIN: None

Item 5 - Discuss proposed changes to City Policy C89-02: City Council Meetings, Orders of Council, Agenda Packets, Minutes of Meeting and Agenda Distribution, and provide direction to the City Administrator

Council continued this item to a future meeting date.

FUTURE AGENDA ITEMS
None

ADJOURNMENT

Council adjourned the meeting at 8:48 p.m.

APPROVED:

Dale Byrne, Mayor

ATTEST:

Nova Romero, MMC, City Clerk

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL & PLANNING COMMISSION

JOINT SPECIAL MEETING MINUTES

Tuesday, May 20, 2025

CALL TO ORDER AND ROLL CALL

Mayor Byrne called the meeting to order at 3:30 p.m.
Roll call: Planning Commissioners Mel Ahlborn, Stephanie Locke, Michael LePage, Councilmembers Jeff Baron, Hans Buder, Alissandra Dramov, Mayor Pro Tem Delves, and Mayor Dale Byrne were present.

Absent: Planning Commissioners Allen and Karapetkov

ORDERS OF BUSINESS

Item 1 - Review and Discuss the Draft Housing Element Amendment: Revised Chapter 2, New Appendix C, and provide direction on the draft revisions

Assistant City Administrator Brandon Swanson gave an overview of the City's proposed amendment to its 6th Cycle Housing Element, originally adopted in April 2024. He summarized that the update shifts the focus away from developing affordable housing on the two city-owned properties, the Sunset Center and Vista Lobos parking lots, and instead looks to distribute new housing units across a broader range of locations throughout the city.

Mr. Swanson explained that the revised plan, which updates Chapter 2 and Appendix C, is the result of nearly a year of collaboration between City staff, the citizen-led Affordable Housing Alternative (AHA) group, and a consultant. He added that the changes also reflect input from the California Department of Housing and Community Development (HCD) and aim to address Carmel-by-the-Sea's unique challenges.

Director of Planning and Building Anna Ginette and members of the AHA group highlighted the key proposed changes, including:

- Moving important details (goals, timelines, responsible parties, funding) to the beginning of each program for clarity.
- Converting underused hotels into housing (up to 161 units).
- Creating a mixed-income housing incentive program downtown (up to 27 units).
- Encouraging live-work housing in downtown commercial areas (up to 85 units).

- Expanding the Accessory Dwelling Unit (ADU) program to target 77 units, with potential affordability based on rental rates.

- Utilizing land owned by religious institutions under SB4 to potentially develop 65 units.

Ms. Ginette and the AHA group concluded that the proposed Housing Element amendment identifies alternative sites for at least 149 affordable units, allowing for the removal of Sunset Center and Vista Lobos from the official site inventory, and includes strategies that support up to 469 units, comfortably exceeding the State's RHNA requirement of 349 units and providing a buffer to ensure compliance, while diversifying the city's approach to housing.

Public Comment:
Julie Christopher
Zack Westin
Alexi Shevit
Maria Ruess
Karen Ferlito
Linda

The City Council and Planning Commission expressed strong support for the revised Housing Element programs and the proposal to remove the city-owned Sunset Center and Vista Lobos sites, as presented by City staff and the AHA group.

Councilmembers and Commissioners raised several key points:

- Verifying affordability of Accessory Dwelling Units (ADUs), especially those without deed restrictions, remains a concern.

- Additional incentives may be needed to encourage hotel conversions and live-work housing downtown.

- Ideas like using water allocations as an incentive were discussed.

- There was a shared emphasis on creating housing that serves local workers, artists, and families, with concerns voiced about the city's declining year-round population.

The Council and Commission provided input on the draft Housing Element amendments, which will be submitted to the California Department of Housing and Community Development (HCD) by May 30, 2025. Staff noted that HCD's review is expected to take two to three weeks, and that further revisions may be required based on HCD's feedback.

ADJOURNMENT

Council adjourned at 6:15 PM

APPROVED: ATTEST:

Dale Byrne, Mayor

Shelby Gorman, Recording Secretary

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

SPECIAL MEETING MINUTES

Wednesday, May 21, 2025

CALL TO ORDER AND ROLL CALL
Mayor Byrne called the meeting to order at 3:30 p.m.
Roll call: Councilmembers Jeff Baron, Hans Buder, Alissandra Dramov, Mayor Pro Tem Delves, and Mayor Dale Byrne were present.

Item 1 - Receive the Draft Council Priority Project List and Provide Direction on the Project List

Assistant City Administrator Swanson presented the revised City Council Priority Project List, which now uses three levels: Strategies, Priorities, and SMART Goals. He summarized that the revised format was developed with guidance from Councilmember Baron to clarify the list through reworded priorities and the inclusion of target dates instead of completion percentages. Mr. Swanson also mentioned that a "parking lot" list still contains future projects to be addressed after current priorities are completed.

Public comment:
Laura Bowling
Shawn Rivers
Linda Califiore
Karen Ferlito
Randall Burnett

Council discussed adding the new priorities list to the monthly reports on the City Council meeting each month, so it can be pulled and discussed as needed. Councilmember Baron suggested having the priorities list remain as a 3-page document, with an appendix at the end that contains more detail to make it easier to digest. Mayor Byrne proposed making the list interactive with each item having the option to expand to see sub-levels with added details. Councilmember Buder said he appreciates the new streamlined version of the list, but noted the lack of project ranking. He said project prioritization should be included even if as a separate document to guide staff on where their focus should be. He said a 4-5 line abstract for the City's adopted plans would be helpful. Councilmember Dramov and Mayor Pro Tem Delves said they liked the streamlined version, urging simplicity and tying the priorities with the budget process and planning 3-5 years out for CIP projects. Councilmember Dramov also urged more public discussion on potential revenue sources, particularly how the City plans to fund the Police and Public Works Building project.

Staff received direction from Council to update the Council Priorities List.

Item 2 - Receive a presentation on the Fiscal Year 2025-2026 Recommended Budget and provide direction

Finance Manager Jayme Fields presented an overview of the city's revenue sources and projected revenues for fiscal year 2025-2026, as well as an overview of city expenditures including changes to the proposed budget made since the last budget discussion on May 6th. She summarized changes made by departments to decrease the operating expenses and balance the budget but requested Council guidance on further decreases to operating expenses. Ken Wysocki, Public Works Director, gave an overview of the capital improvement projects and requested direction on what are the top priority projects.

Public comment:
Mark Stillwell
Karen Ferlito

Councilmember Buder said he agrees with the comments about needing more parking enforcement, particularly on weekends, and suggested raising the parking in-lieu fee for additional revenue. Councilmember Baron mentioned a formula for adjusting the parking in-lieu fee and noted the possibility of repealing a past urgency ordinance that lowered the fee, allowing the Council to reconsider it. Mayor Pro Tem Delves expressed concern about rising unfunded liability payments but recognized the foresight of the previous council in addressing this issue early.

Public comment:
Amy Herzog
Beth Bowman
Carrie Theis
Rob O'Keefe
Mark Stillwell

Council discussed several key budget decisions such as the potential savings by decreasing the marketing budget or implementing a hiring freeze in order to meet the goal of 90% operating budget. Councilmember Baron noted that using a portion of the unassigned fund balance of approximately $500,000 would cover the gap, resulting in a budget using 91.6% of revenues, which he considered a minor deviation. Council ultimately decided against a hiring freeze or reducing the marketing budget.

Councilmember Baron voiced support for the marketing budget, arguing that it generates more revenue than it costs through increased TOT. Councilmember Dramov agreed but suggested marketing partners should contribute more tangible benefits to the city, such as beautification projects or funding improvements like the Piccadilly Park restroom.

Mayor Pro Tem Delves supported continued marketing but emphasized targeting long-distance travelers and cautioned that deferred maintenance cannot be sustained by reserves alone, despite the city having $30 million saved.

Council consensus was to support the proposed budget, which allocates 91.6% of revenues to operating expenses, acknowledging it is very close to their goal of 90% of the budget towards operational expenses.

Item 3 - Second Review of the Proposed Fiscal Year 2025/26 Capital Improvement Program and Direction to Staff

Ken Wysocki, Public Works Director, and Mary Bilse, Environmental Compliance Manager, answered questions from the Council regarding the list of 30 potential CIP projects. Mary responded to the question regarding grants for the Mission Trail Nature Preserve (MTNP) projects.

Public comment:
Linda Califiore

Mayor Pro Tem Delves questioned the feasibility of completing 30 projects within a year and the lack of project prioritization. Councilmember Buder emphasized staff capacity and suggested hiring a project manager who may not need to be an engineer. Councilmember Dramov supported creating 1, 3, and 5-year CIP lists and recommended Councilmembers identify their top priority projects. Mayor Byrne expressed dissatisfaction with the city's project manager consultants.

Council gave majority consensus approval for the following CIP Project list for Fiscal Year 2025-2026:

1. **Resurface parking lots**
2. **Road Segment Project (10 road segments)**
3. **Scenic/Santa Lucia ADA Parking**
4. **Sidewalks**
5. **Sunset Center retaining walls - redesign and construction**
6. **Junipero Bypass Pipe design**
7. **MTNP Project sides #4 and #5 Redwood Grove Pedestrian Bridge and Mission Creek Realignment (design, engineering, and environmental permitting)**
8. **ADA Updates - year 8**
9. **City Hall exterior shingles**
10. **Design repairs - City Hall, Fire Station, Vista Lobos**
11. **Fire Backflows to Code (3 Buildings)**
12. **Fire Station Upgrades**
13. **Forest Theater Stage**
14. **Park Branch Library Window Repairs**

15. **Picadilly Restroom Expansion Design**
16. **Police/Public Works Building Project**
17. **Sunset Center Elevator Power Unit**
18. **Sunset Center Painting, Phase 2**
19. **Sunset Center Yoga Center Reroof**
20. **Rio Road and Junipero Avenue Median Enhancements (decreased to $25,000)**
21. **Reconstruction of the Fourth Avenue Outfall - construction**
22. **Shoreline Repair Stairs - construction**
23. **Forest Plan Implementation Year 2**
24. **Devendorf Park Improvements (decreased to $35,000)**
25. **Sand Ramp at Eigth Avenue Design and Construction**
26. **Scenic Pathway Enhancements**
27. **Planning Objective Development Design Standards (ODDS)**
28. **CEQA MTNP CFMP**
29. **Staff Time (Project Manager)**
30. **CIP Contingency Fund**

Mayor Pro Tem Delves and Councilmember Dramov voiced disappointment that the Council did not come to an agreement to decrease the CIP project list, but noted they felt they were in the minority.

ADJOURNMENT

Council adjourned the meeting at 7:55 p.m.

APPROVED:

Dale Byrne, Mayor

ATTEST:

Nova Romero, MMC, City Clerk

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

June 2, 2025
CONSENT AGENDA (Estimated time - 10 min)

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	April 2025 Monthly Reports

RECOMMENDATION:

Review and receive monthly reports.

BACKGROUND/SUMMARY:

This is a monthly series of reports:

- City Administrator Contract Log *(no contracts under $60k in April)*
- Community Planning and Building Department Reports
- Police, Fire, and Ambulance Reports
- Public Records Act Requests
- Public Works Department Reports

FISCAL IMPACT:

N/A

PRIOR CITY COUNCIL ACTION:

N/A

ATTACHMENTS:

Attachment 1) Community Planning & Building Report
Attachment 2) Police, Fire, and Ambulance Reports
Attachment 3) Public Records Act Requests
Attachment 4) Public Works Department Reports

Attachment 1

CITY OF CARMEL-BY-THE-SEA
Monthly Report

Community Planning and Building Department

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Shelby Gorman, Administrative Coordinator
SUBMITTED ON:	May 1, 2025
APPROVED BY:	Anna Ginette, Director of Community Planning and Building

APRIL 2025 – DEPARTMENT ACTIVITY REPORT

I. PLANNING PERMIT APPLICATIONS:

In April 2025, 28 planning permit applications were received.

II. BUSINESS LICENSE APPLICATIONS:

In April 2025, 0 business license applications were received.

III. BUILDING PERMIT APPLICATIONS:

In April 2025, 53 building permit applications were received.

IV. CODE COMPLIANCE CASES:

In April 2025, 29 new code compliance cases were created.

V. TRANSIENT RENTAL COMPLIANCE CASES:

In April 2025, 1 new transient rental compliance case was created.

VI. ENCROACHMENT PERMIT APPLICATIONS:

In April 2025, 29 encroachment permit applications were received.

VII. TREE PERMIT APPLICATIONS:

In April 2025, 21 tree permit applications were received.

VIII. YEAR-TO-DATE TRENDS

Table 1 includes the following April 2025 totals:

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

April 2025 totals are provided alongside April 2024 totals for comparison. Compared to the same time period in the year 2024, Table 1 denotes percentage changes in the year 2025.

Table 1
Permit Application Totals and YTD Percentage Changes

	PLANNING	BUSINESS LICENSES	BUILDING	CODE COMPLIANCE	TRANSIENT RENTAL COMPLIANCE	ENCROACH-MENTS	TREE REMOVAL & PRUNING
2024 YTD Totals	126	26	207	61	11	79	125
2025 YTD Totals	126	14	189	74	7	101	124
YTD % Difference	+0.00%	- 46.15%	-8.69%	+21.31%	-36.36%	+27.85%	-0.8%

Planning Permit Report

04/01/2025 - 04/30/2025

Permit #	Permit Type	Permit Identifier	Track	Project Description	Address/Location	Date Received	Date Approved	Status
25126	Design Study	DS 25126 (Chroman)	Streamlined	Replacement of an existing retaining wall located on an extremely steep slope in close proximity to the house. This project requests the replacement wall under the active failure option and as such the urgency for the new wall construction requests a Streamline Design Study. The existing wall in an "I Beam" style with RXR tie insets at a questionable depth. The new concrete retaining wall utilizes pier construction. This submittal includes a Letter of Urgency from the Structural Engineer and all Layout and Details Plans.	Mission 2 NW of 2nd			Pending Assignment
25125	Sign	SI 25125 (Fuse)		Exterior blade sign for business (see proposed signage package for further information)	NWC 8th & Mission			Pending Assignment
25124	Banners	BA 25124 (PacRep - Annie)		Installation of 5 double-sided banner poles for 51 days from Aug 1, 2025 - Sept 22, 2025 for the Addams Family & Outdoor Forest Theater.	Ocean from Junipero to Monte Verde	4/28/2025	4/29/2025	Approved
25123	Design Study	DS 25123 (Landi)	One	Revision to approved landscape plan. See attached for list of revisions.	Camino Real 4 SE of Ocean	4/30/2025		Pending Assignment
25122	Design Study	DS 25122 (Lewis & McClellan Trust)	One	Minor Track 1 Design Study project for the conversion of an existing attached garage to a Junior Accessory Dwelling Unit, addition of 49 SF, and associated bathroom, laundry, and interior finish wood. New wood windows and doors, match existing finish materials and colors.	San Carlos Street 3 SW of Vista	4/28/2025		Pending Assignment
25121	Design Review	DR 25121 (Wells Fargo Bank)		Paver stone installation	SW Corner of Lincoln and Ocean			Closed
25120	Historic Evaluation	HE 25120 (Profeta)		Historical building determination and structural water damage repairs	Junipero 2 NW of 6th	4/28/2025		In Review
25119	Design Review	DR 25119 (PRG Carmel LLC)	One	Re-submitting full exterior plan after splitting plans for model room windows/ doors	NWC San Carlos & 4th			Pending Assignment
25118	Design Study	DS 25118 (Bufkin)	One	Replace existing asphalt driveway that was deteriorating with pavers on exact footprint as the driveway that was there when we bought our home ten years ago. The prior driveway was a hazard as we have had multiple people fall due to the condition and slope.	25995 Junipero Ave	4/24/2025		Pending Assignment
25117	Design Study	DS 25117 (Paboojian)		1. Review site Coverage changes (Per City letter dated Feb 28, 2025) 2. Review Lighting changes 4. Review Mechanical area reclassification 5. Review Landscape Plan changes	Scenic 3 SW of Ocean	4/28/2025		In Review

25116	Historic Evaluation	HE 25116 (ACMM Carmel, LLC)		Historic Evaluation	Torres 3 NE of 2nd	4/24/2025		In Review
25115	Appeal	APP 25115 (Esperanza Carmel Commercial - JB Pastor Building)		Appeal approval of DR 23-140, LM 20-394, and UP 21-113, and finding that Project is categorically exempt	Dolores 2 SE of 7th	4/23/2025		In Review
25114	Historic Evaluation	HE 25114 (Berner)		Historical Evaluation	SWC San Carlos & Vista	4/23/2025		In Review
25113	Design Review	DR 25113 (The Corner Market)	One	RENOVATION OF THE FORMER +/-4,952 S.F. FORGE IN THE FOREST RESTAURANT INCLUDING EXTERIOR UPPER PATIO AND LOWER COURTYARD IMPROVEMENTS, LIMITED EXTERIOR FACADE MODIFICATIONS, AND COMPREHENSIVE INTERIOR DEMOLITION TO ACCOMMODATE THE NEW CORNER MARKET. NO WORK TO OCCUR ON THE SECOND FLOOR (O NO WORK TO OCCUR ON THE SECOND FLOOR (OTHER EXISTING COMMERCIAL TENANT / APARTMENT TO REMAIN AS-IS). EXTERIOR IMPROVEMENTS INCLUDE NEW UPPER PATIO GRADING AND PAVERS FOR ACCESSIBILITY COMPLIANCE, NEW BUILT-IN AND MOVEABLE SEATING, NEW RETAINING WALL, SCREEN FENCE, AND PERGOLAS. INTERIOR IMPROVEMENTS INCLUDE NEW UPPER AND LOWER DINING AREAS, KITCHEN, SERVICE BAR, DNNING ROOM 2, ACCESSIBLE BATHROOMS, AND OTHER RESTAURANT SUPPORT AREAS. THE RESTAURANT RENOVATION PROJECT INCLUDES AN APPLICATION FOR UNREASONABLE HARDSHIP EXEMPTION FOR ACCESSIBIITY UPGRADES BEYOND 20% OF THE TOTAL CONSTRUCTION COST.	SWC Junipero & 5th			Pending Assignment
25112	Design Review	DR 25112 (Clark-Fairley)	One	Install 3 inch storm drain from flat roof drain 40 feet along side of building just below (existing conduit electrical pipe) and connect to existing down spout pipe	San Carlos 3 NW of 7th			Pending Assignment
25111	Sign	SI 25111 (Perfectly Pressed)		Wood carved with white color and black font on both sides	Carmel Plaza, Suite 119	4/24/2025		In Review
25110	Bench Dedication	BD 25110 (Livingston)		Like for like replacement of existing eastern-most bench near flagpole area	Devendorf Park	4/17/2025	4/21/2025	Approved
25109	Bench Dedication	BD 25109 (Reimers)		Like for like replacement of existing western-most bench near the flagpole area	Devendorf Park	4/17/2025	4/21/2025	Approved
25108	Design Study	DS 25108 (Schneider)	Streamlined	Rev to DS 24074 (Schneider) - Streamline design study for driveway gates to match grapestake fence	SW Corner of Mission and 12th Avenue	4/25/2025		In Review

25107	Design Study	DS 25107 (Dougherty)	One	INSTALL NATIVE PLANTING TO ENHANCE LOCAL ECOSYSTEM AND AESTHETICS WHILE PROVIDING SAFETY WITH REPAIR OF THE EXISTING PAVING. INSTALL GAS LINE & TRENCH FOR FIREPIT. INSTALL DRAINAGE SYSTEM. REPLACE FENCE & GATE AND INSTALL ARBOR.	Vizcaino Ave & Mountain View Ave	4/16/2025		In Review
25106	Historic Evaluation	HE 25106 (Goodhue)		Change large pane glass windows to accordion/ bifold windows	Mission 2 SW of Ocean			Pending Assignment
25105	Design Study	DS 25105 (Montgomery)	One	ASSOCIATED PERMITS: LD 23-314 & DS 21-227. Revised hardscape installation. See attached email thread from Evan Kort.	9th Avenue 2 NE of Lincoln Street			Pending Assignment
25104	Historic Evaluation	HE 25104 (Gallacher)		HISTORIC EVAL - INITIAL.	Monte Verde St 5 SW of 5th Ave	4/9/2025		In Review
25103	Design Study	DS 25103 (Del Mar Carmel, LLC)	One	Site Improvements to single family residence including planting, paving, site walls, pool renovation and replacement of driveway gate and pedestrian gate. Replace garage doors and windows, exterior finishes and adjacent gate. Addition of ridge skylight in the garage and new roof over attached pool equipment room. Propose new construction of detached 408 s.f. ADU with new paving, planters and gate for ADU access.	Scenic Road 4 SE 8th Avenue	4/9/2025		In Review
25102	Design Study	DS 25102 (The Perfect Getaway, LLC)	One	Installation of new stand by generator. Re-build existing Carmel stone wall and new wood gate.	Monte Verde and 6th Ave	4/3/2025		In Review
25101	Sign	SI 25101 (Viva Carmel)		Installation of new outdoor sign	SWC Dolores & 6th	4/23/2025		In Review
25100	Design Study	DS 25100 (Civgin)	Streamlined	DS 25100 (Civgin) authorizes the approval of Design Study DS 25100 (Civgin) for a project to replace (3)- Doors and (9)-Windows "like for like" with no structural changes and colors to match existing located at Carmelo St. 2-SE of 10th Ave. in the R-1 District and, APN: 010275017000 as depicted in the plans stamped approved by Community Planning and Building Department on 04/15/2025 unless modified by the conditions of approval contained herein	Carmelo St. 2-SE of 10th Ave.	4/1/2025	4/15/2025	Approved
25099	Design Review	DR 25099 (La Playa Carmel Hotel, LLC)	Streamlined	REPAIR/REPLACE DECORATIVE GUARD RAIL LIKE FOR LIKE.	SW Corner of Camino Real & 8th	4/1/2025		In Review

Total Records: 28 **5/1/2025**

Building Permit Report

04/01/2025 - 04/30/2025

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
250189	4/29/2025		1.REFURBISH AND EXISTING WOOD BALCONY AND STAIRS WITH MATERIALS TO MATCH EXISTING. NO INCREASE ON COVERAGE AND DETAILS TO REMAIN THE SAME. MATERIALS 2.REPLACE TWO EXISTING ALUMINUM GLASS SLIDING DOORS WITH NEW ALUMINUM GLASS SLIDING DOORS TO MATCH EXISTING. 3.PAINT REFURBISH WOOD BALCONY AND STAIRS. 4.REPLACE ANY STRUCTURAL SUPPORT OR HARDWARE AS NEEDED.	24,000	Building	Torres 4 NE of 5th Ave. Carmel-By-the-Sea, CA 93921
250188	4/29/2025	4/29/2025	Remove existing roof and install new standing seam metal roof in color "Pre-Weathered Galvalume" and gutters to match. Roof assembly to meet class "A" fire retardant requirements.	70,000	Roofing	NE Corner of Dolores & 2nd
250187			Revised landscape plan to reduce plants quantity	0	BP Revision	Monte Verde 3 NW of 11th Carmel-By-The-Sea CA 93921
250186	4/28/2025	4/29/2025	Installation of seven foundation vents around existing residence. Vents to be 16"x6".	2,000	Building	Monte Verde 2 NW of 11th
250185	4/28/2025	4/28/2025	Remove old electrical panel that is no longer in service.	1,900	Electrical	SE Corner of Dolores & 8th
250184	4/28/2025		Repair/replace existing balcony on 7th Ave element and paint existing tower to match existing. Installation of ADA push plate at interior courtyard door.	115,286	Building	NE Corner of Lincoln & 7th

250183	4/28/2025	4/29/2025	Remove old, existing tile at front entry, side walkway behind gate, side porch area, and rear landing and steps. Replace with new tile. No change in layout or quantity.	0	Exempt Work	8th 3 SE of Monte Verde
250182	4/25/2025		Remove existing courtyard pavers and install new pavers.	20,296	Building	SW Corner of Lincoln & Ocean
250181	4/25/2025	4/25/2025	REDUCT 13 REGISTERS	15,979	Mechanical	SAN ANTONIO 2 SE OF 4TH
250180	4/25/2025		Tenant improvements to existing interior community services spaces.	65,000	Building	SE Corner of Dolores & 8th
250179	4/25/2025		Remove existing comp shingles roof and install new 50-year CertainTeed shingles in color "Weathered Wood".	20,000	Roofing	Santa Rita 3 SW of 3rd
250178	4/25/2025	4/25/2025	Replace furnace in-kind, like-for-like.	9,458	Mechanical	Pine Ridge 2 SE of Forest
250177	4/25/2025	4/25/2025	REDUCT 10 REGISTERS AND ONE RETURN	6,532	Mechanical	Monte Verde 3 SW of 9th
250176	4/24/2025		Paint exterior house and trim, power wash roof and both patios. Interior wall paint, paint kitchen cabinets, replace kitchen appliances, replace kitchen cabinet hardware, replace kitchen countertops and bathroom countertops, removal wall paper in bathrooms and paint, and remove cabinetry in kitchen entryway, replace tile at entry.	7,000	Exempt Work	13th 2 NE of Mission
250175	4/24/2025	4/24/2025	Undergrounding of electrical service with PG&E.	20,000	Electrical	Mission 3 NW of Santa Lucia
250174	4/24/2025		Addition of a fenced-in driveway with tire tracks and bib to the southeast corner of the lot. Construct supported area for level parking. Construct drainage swale in the right of way per approved encroachment permit PERM EN 23-242.	49,000	Building	Camino Real 3 NW of 8th
250173	4/23/2025		Restoration and repair of building structure suffering water damage. Relocate interior walls and add 75sf net for a primary bathroom and dressing area.	550,000	Building	NE Corner of Camino Real & 12th

250172	4/23/2025		Construction of new detached single car garage in conjunction with BP 250157 for a new SFR.	50,000	Building	Santa Rita 5 SW of 3rd
250171	4/23/2025		Remove tile and decking to find total scope of work.	2,000	Demolition	San Carlos 2 SW of 11th
250170	4/23/2025		Install backwater valve in back patio.	1,400	Plumbing	Ocean 2 NE of Santa rita
250169	4/23/2025	4/23/2025	Re-roof Tar & gravel roof with another Tar & gravel roof, install new roof penetration flashing/gravel stop metal with new copper. CONDITION: Copper shall not be used in water conveying features such as gutters or downspouts.	51,594	Roofing	San Antonio 2 NW 4th
250168	4/23/2025	4/24/2025	Addition of stone veneer to garage & kitchen bay window	9,200	Building	Lopez 8 SE of 2nd
250167	4/21/2025	4/21/2025	Remove existing wood shake and install new DaVinci multi-width shake in color "Tahoe"	57,000	Roofing	Carmelo 2 SW of Ocean
250166	4/17/2025		Structural repair to foundation under north wall of building that has settled.	200,000	Building	Dolores 3 NW of 6th
250165	4/16/2025		Installation of 3" ABS pipe from roof drain to sidewalk/street. Approximately 38' in total length.	5,000	Plumbing	San Carlos 3 NW of 7th
250164	4/16/2025	4/16/2025	Remove existing cedar shakes and replace with new Brava Simulated Shake in color "Weathered Wood". reuse existing copper flashings. CONDITION: Copper is not an authorized material for gutters or downspouts.	100,000	Building	San Carlos 5 SW of 8th

250163	4/16/2025	4/16/2025	Replacement of exterior cedar wall shingles. Damaged shingles to be replaced with the same type and grade, medium #1 Wester Red Cedar. Repair/replace any building wrap, replace any facia related to shingle repair locations if necessary. Existing shingles that do not require replacement will be cleaned and washed.	192,050	Building	Palou 6 NW of 4th
250162	4/15/2025		Installation of residential roof mount grid-ties photovoltaic system (3.32kw). Installation of 9.7kWh/5kW battery energy storage system	43,898	Electrical	Torres 5 SW of Mountain View
250161	4/15/2025	4/15/2025	Installation of 26 lnft of cabinets, 276.5sf of hardwood flooring, 54sf of sheetrock. Reinstall appliances and paint as necessary.	0	Exempt Work	Casanova 2 SE of 8th
250160	4/14/2025		Main bathroom remodel	50,000	Building	Carpenter 2 NW of 4th
250159	4/14/2025	4/17/2025	Remove & replace (e) cabinets, countertops, appliances & plumbing fixtures at kitchen and bathrooms. Remove and replace tile and enclosures at two showers.	65,000	Building	SE Corner of Guadalupe & 5th
250158	4/14/2025	4/14/2025	Replace broken section of water pipe with brass and copper fittings including a ball and gate valve.	150	Plumbing	Lobos 5 NE of 2nd
250157	4/11/2025		DEMOLISH EXISTING ONE STORY HOUSE AND CARPORT. BUILD NEW HOUSE WITH TWO STORY PORTION AT REAR INCLUDING SECOND STORY DECK.	700,000	Building	Santa Rita 5 SW of 3rd
250156	4/11/2025	4/11/2025	Re-roof: Remove the existing shake roofing materials and replace with Class A, CertainTeed brand roofing materials. Color: Autumn Blend. CONDITION: NO COPPER GUTTERS ARE ALLOWED TO BE INSTALLED.	105,920	Roofing	Camino Real 2 SE of 4th

250155			Re-roof old comp roof with new Owens Corning Duration Shingle & Gray PVC Membrane	107,558	Roofing	SW Corner Lincoln Street & 6th Street
250154	4/10/2025	4/10/2025	Re-roof: Remove the existing shake roofing materials and replace with Class A, CeDUR, synthetic shake roofing materials in color "Walden".	99,960	Roofing	NE Corner of Monte Verde & Santa Lucia
250153	4/10/2025	4/10/2025	Remove existing wood shake roof and replace with new Sheffield .040 aluminum stand seam roof in color Bronze.	118,740	Roofing	Santa Lucia 2 NE of Scenic
250152	4/9/2025	4/9/2025	Removal flat roof covering to determine extent of water damage, minor dry rot repair and flashing installation.	3,800	Demolition	Dolores 2 NW of 6th
250151	4/9/2025		Install new gas line and quick disconnects.	2,700	Plumbing	SW Corner of Mountain View & Vizcaino
250150	4/9/2025	4/21/2025	Add (2) Skylights in Roof over Living Room.	8,000	Building	Lincoln 3 SW of 12th
250149	4/8/2025	4/8/2025	Install new 200 amp service on side of house.	5,500	Electrical	Lincoln 2 SE of 12th
250148	4/8/2025	4/8/2025	Removal of existing cabinets and countertops, existing hardwood floor, tiling, and old appliances. Installation of new hardwood floor, new cabinets and bathroom vanities and new countertops.	0	Exempt Work	Lincoln 5 NE of 13th
250147	4/7/2025	4/7/2025	Remove and replace entire fence around house. Replace with 4' fence around entire fence line. Fence pickets will be Redwood. Fence stakes to be spaced 2 1/2" apart.	0	Exempt Work	SE Corner of Flanders & Acacia
250146	4/4/2025	4/8/2025	Front door of "Viva Carmel" to be painted Thai Teal; current color is Red.	0	Exempt Work	NW Corner of Ocean & Dolores / SW Corner of 6th & Dolores
250145	4/7/2025	4/23/2025	Installation of new energy storage system.	1,500	Electrical	San Carlos 5 NE of Santa Lucia

250144	4/4/2025	4/4/2025	Remove existing wood shingle roof and install new 50 year Presidential TL composition shingle in color "Aged Bark". CONDITION: Copper gutters are not authorized to be installed.	52,244	Building	NW Corner of Monte Verde & 4th
250143	4/4/2025		(2) tesla PW3 11.5kW/ 26.4 Kwh, New 200A Back Up Switch	38,690	Electrical	SE Corner of San Antonio and 9th
250142	4/2/2025	4/2/2025	Replace existing gas water heater with new gas water heater.	3,000	Plumbing	NE Corner of Vizcaino and Flanders
250141	4/2/2025	4/2/2025	Tear off existing shake roof and replace with new wood shake roof, class "A" system. CONDITION: Copper gutters are not authorized to be installed.	72,000	Roofing	Dolores 3 SW of 13th
250140	4/1/2025		New (2) ESS 11.5 kW/ 26.4 kWh, (N) 200A Gateway	40,290	Electrical	Casanova 5 SE of 12th
250139	3/31/2025	4/1/2025	Remove composition shingles, install CertainTeed Landmark TL shingles in color "Country Gray".	12,000	Roofing	Camino Real 2 NE of 9th
250138	3/31/2025		Replace existing rotted facia boards around the perimeter of building #4 with new fascia boards. Replace the existing overhang of roof material with new Bel Air concrete roof tile to match previously replaced sections.	70,000	Roofing	Carmel Plaza, Building #4
250137	4/1/2025		3-Doors and 9-Windows to be replaced "like for like"	18,000	Building	Carmelo St. 2-SE of 10th Ave.

Total Records: 53 **5/1/2025**

Code Compliance Report

04/01/2025 - 04/30/2025

Case #	Case Date	Status	Location	Problem Description	Date Received	Date Closed
25102	4/30/2025	Open	5th 2 SE of Dolores	Sewage leaking into foot traffic area in driveway (facing Dolores Street) between the Post Office entrance and "Ami Carmel" business.	4/28/2025	
25101	4/28/2025	Open	5th 2 SE of Dolores	Sewage leaking into foot traffic area in driveway (facing Dolores Street) between the Post Office entrance and "Ami Carmel" business.	4/28/2025	
25100	4/25/2025	Open	Lincoln 4 SE of 12th	Building deck without a permit.	4/21/2025	
25099	4/25/2025	Open	NWC of Santa Rita & Ocean	Unpermitted installation of flagstones in the public right-of-way.	4/21/2025	
25098	4/21/2025	Open	SW Corner of Lincoln & Ocean	Removal of stone pavers in courtyard without a permit.	4/21/2025	
25097	4/18/2025	Open	8th 3 SE of Monte Verde	Removing site coverage without a permit.	4/18/2025	
25096	4/10/2025	Closed	Mission 4 NE of Santa Lucia	Possible unpermitted construction	4/10/2025	4/10/2025
25095	4/16/2025	Open	Lobos 5 NW of 2nd	Driveway paving: possibly beyond plans approved by Planning Division.	4/10/2025	
25094	4/9/2025	Closed	Forest 3 SW of 7th	Transient Rental	4/9/2025	4/15/2025
25093	4/9/2025	Closed	8th SE of Lincoln	Placing handbills on vehicles	4/9/2025	4/9/2025
25092	4/14/2025	Open	San Carlos 2 SW of 11th	Issued a Stop Work Order for significant structural remodel construction/demolition at SW corner of house/garage/deck that would require Building & Planning Dpt. approvals and permits. Instructed to obtain proper building permits and planning authorization prior to recommencing work. Will need a plan that accurately captures all existing & proposed work.	4/14/2025	
25091	4/14/2025	Closed		VOID - duplicate of Case 25092	4/14/2025	4/14/2025
25090	4/7/2025	Closed	7th NE of Dolores	Trash in sidewalk	4/7/2025	4/7/2025

25089	4/10/2025	Open	NW Corner of Lincoln & 7th	Odor coming from drainage spout on the backside (Monte Verde Street side) of the building.	4/8/2025	
25088	4/9/2025	Open	Casanova 5 NE of Ocean	Possible rodent infestation	4/9/2025	
25087	4/9/2025	Closed	San Carlos 2 SW of 7th	Loud music that can be heard from the sidewalk.	4/9/2025	4/9/2025
25086	4/4/2025	Open	SW corner of Camino Real and 9th	Prohibited groundcover in public right-of-way	4/4/2025	
25085	4/4/2025	Open	Camino Real 2 SW of 9th	Prohibited groundcover in public right-of-way	4/4/2025	
25084	4/4/2025	Open	Camino Real 3 SW of 9th	Prohibited groundcover in public right-of-way	4/4/2025	
25083	4/4/2025	Open	Camino Real 3 NW of 10th	Prohibited groundcover in public right-of-way	3/31/2025	
25082	4/4/2025	Open	Camino Real 2 NW of 10th	Prohibited groundcover in public right-of-way	3/31/2025	
25081	4/3/2025	Closed	Camino Real 2 NE of 9th	Portable toilet not screened from view	4/3/2025	4/4/2025
25080	4/2/2025	Closed	Ocean SE of Casanova	Water runoff from sidewalk cleaning	4/2/2025	4/3/2025
25077	4/9/2025	Closed	NE Corner of San Carlos & 8th	Possible window installation without permits.	3/3/2025	
25076	4/9/2025	Open	Lobos 5 NE of 2nd	Construction without a permit	4/8/2025	
25075	4/4/2025	Open	Camino Real 4 NW of 10th	Prohibited groundcover in public right-of-way	4/4/2025	
25072	4/8/2025	Closed	Monte Verde SW of Ocean	Parking space blocked for photography	3/20/2025	3/20/2025
25070	4/5/2025	Closed	Santa Rita 2 SE of 5th	Potential rodent harborage from vegetation	4/4/2025	4/14/2025
25069	4/5/2025	Closed	Mission 3 NE of 8th	Potentially unpermitted tree work on private property.	3/21/2025	4/5/2025
25068	4/4/2025	Closed	Dolores 4 SE of 2nd	Potentially excessive noise from construction activities.	4/4/2025	4/9/2025

Total Records: ~~30~~ 29 (one voided) **5/1/2025**

Transient Rental Report

01/01/2025 - 04/30/2025

Case #	Street	Status	Date Received	Last Status Date	Date Closed
25094	Forest	Closed	4/9/2025	4/15/2025	4/15/2025
25067	Junipero	Closed	3/28/2025	4/9/2025	4/9/2025
25065	Torres	STR verified	3/26/2025	4/25/2025	
25063	Torres	Closed	3/24/2025	4/7/2025	4/7/2025
25016	Casanova	Closed	1/21/2025	3/3/2025	3/3/2025
25014	Lobos	Closed	1/16/2025	2/17/2025	2/17/2025
25006	San Antonio	Closed	1/6/2025	4/11/2025	4/11/2025

Total Records: 7

5/7/2025

Encroachment Permit Report

04/01/2025 - 04/30/2025

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
250101	Driveway	4/30/2025	Remove existing driveway/parking lot area and repave to repair.	NE Corner of Dolores & 8th		In Review
250100	Temp Ench	4/30/2025	PG&E to trench and and backfill. Install new padmount transformer, replace poles, extend overhead primary, replace overhead service and install new underground service.	NE Corner of Torres & 4th		In Review
250099	Temp Ench	4/30/2025	Install scaffolding in front of Heid's Shoes & Tommy Bahama to change upstairs windows. Install scaffolding to match on the 6th Ave side. Install tile mural, stucco patch & paint.	Ocean 2 NW of Mission	5/1/2025	Issued
250098	Temp Ench	4/30/2025	PG&E to trench a 5'x5' bellhole and abandon gas service. PM# 35624488	Carmelo 2 NW of 12th	4/30/2025	Issued
250097	Temp Ench	4/29/2025	PG&E to extend overhead primary, replace overhead service, replace overhead transformer, install overhead transformer, replace poles, and install overhead service.	Mission 3 NE of 8th	4/30/2025	Issued
250096	Temp Ench	4/29/2025	Applicant to trench, backfill and install electric substructures. PG&E to install underground service. PM# 35597886	Scenic 3 NE of 13th	4/29/2025	Issued
250095	Temp Ench	4/29/2025	Authorizing encroaching installation for previously approved asphalt driveway installation.	Santa Rita 2 NW of 4th	4/29/2025	Issued
250094	Temp Ench	4/28/2025	Replace sewer lateral using pipe bursting.	Lopez 8 NE of 4th	4/28/2025	Issued
250093	Temp Ench	4/25/2025	Dig up sewer line at main cap SDR17 line off. Trench from cut off point down driveway to JADU location and plumb new sewer line. Install 2 way clean-out and check valve in G5 boxes and G5 drain box. Line to be 4" get inspected, Backfill asphalt road.	Guadalupe 3 NW of 7th		
250092	Driveway	4/25/2025	Remove and replace asphalt driveway approach, 14' wide and 8' deep.	NW Corner of Santa Rita & 3rd	4/30/2025	Issued

250091	Temp Ench	4/24/2025	PG&E to trench and backfill a 4'x4' bellhole and a 31' trench in franchise. PG&E to install new gas service. PM# 35454318.	Dolores 3 NW of 13th	4/28/2025	In Review
250090	Temp Ench	4/24/2025	NEED TO USE MAN LIFT IN THE STREET	MONTE VERDE AND 5TH		
250089	Driveway	4/23/2025	Remove existing asphalt and railroad tie curb. Install new timber or railroad tie curb to match existing, new asphalt approach to match width of existing drivway.	8th 3 SE of Monte Verde	5/1/2025	Issued
250088	Temp Ench	4/23/2025	Placement of debris dumpster in street parking area in front of project. Partial closure of sidewalk to accommodate for concrete pour.	San Carlos 2 NW of 8th	4/24/2025	Issued
250087	Temp Ench	4/16/2025	PG&E to trench and backfill a 5'x5' bellhole to abandon existing gas service. PM# 35624484	Santa Fe 3 NW of 6th	4/16/2025	Issued
250086	Temp Ench	4/16/2025	PG&E to trench and backfill a 5'x5' bellhole to abandon existing gas service. PM# 35624719	Carmelo 4 SE of 4th	4/16/2025	Issued
250085	Temp Ench	4/11/2025	Placement of a dumpster in parking strip.	Santa Fe 6 SW of Ocean	4/14/2025	Issued
250084	Temp Ench	4/11/2025	R&R 25' OF SEWER LINE 11' DEEP IN THE STREET	GUADAUPE 3 SW OF 2ND	4/14/2025	Closed
250083	Temp Ench	4/10/2025	4'x3' & 7'x10' asphalt patch for CalAm job #0888.	Carmelo 2 NW of 12th	4/10/2025	Issued
250082	Temp Ench	4/10/2025	Overlash approx. 1439 ft., access 27 existing poles. & 3 power supply cabinets. Revision for permit 250022	Various throughout City		In Review
250081	Temp Ench	4/9/2025	Remove and replace cristi box at the sidewalk and tie in to water. Repair the concrete at the garage door facing the sidewalk.	Mission 3 NE of 8th	4/10/2025	Issued
250080	Temp Ench	4/8/2025	PG&E to extend overhead primary, replace poles, install overhead transformers, remove overhead secondary, and replace overhead service. PM# 35611765	Santa Fe 4 NE of 8th		In Review
250079	Temp Ench	4/7/2025	Moving in furniture to home: beds, sofas, chairs, rugs	Scenic 1 NE of 10th	4/9/2025	In Review
250078	Temp Ench	4/7/2025	6'x20' asphalt restoration for CalAm Job # 1542.	San Antonio 4 SE of 9th	4/9/2025	Closed

250077	Temp Ench	4/3/2025	Emergency repair for broken sewer line. Replace sewer lateral from house to City main.	Scenic 3 SW of Ocean	4/9/2025	Issued
250076	Temp Ench	4/3/2025	Replace sewer lateral using pipe bursting.	Mission 5 NW of Santa Lucia	4/9/2025	Issued
250075	Driveway	4/2/2025	Addition of fenced-in driveway with tire tracks and bib to southeast corner of lot. Construct drainage swale in city right-of-way per approved PERM EN 23-242.	Camino Real 3 NW of 8th		In Review
250074	Temp Ench	4/1/2025	Replace sewer lateral using pipe bursting.	Lincoln 3 NE of 13th	4/1/2025	Issued
250073	Temp Ench	4/1/2025	Applicant to trench, backfill, and install electric substructures. PG&E to trench and backfill for box replacements. PG&E to replace poles, transformers, secondary & service. Tree trimming and road closure required. PM# 35457296	SE Corner of San Carlos & 1st	4/15/2025	In Review

Total Records: 29 **5/1/2025**

Tree Permit Report

04/01/2025 - 04/30/2025

Permit #	Permit Date	Permit Type	Location of Property	Description	Status	Approved Date
25104	4/1/2025	2. Tree Removal/Pruning	Lobos 4 SW of 3rd	One (1) tall pine	Approved	4/1/2025
25105	4/1/2025	2. Tree Removal/Pruning	Carpenter 3 NW of 4th	PRUNING: 3 Oaks, 2 over garage, 1 over house	Approved	4/2/2025
25106	4/1/2025	2. Tree Removal/Pruning	NW Corner of Lincoln and 9th	REMOVAL: 1- 24 inch DBH Acacia Tree	Approved	4/11/2025
25107	4/2/2025	2. Tree Removal/Pruning	SW Corner of Dolores & 9th	See attached	In Review	
25108	4/7/2025	2. Tree Removal/Pruning	Junipero 2 SE of 5th	REMOVAL: 1 Monterey pine tree 32" DBH	Approved	
25109	4/7/2025	2. Tree Removal/Pruning	Camino Real 2 NE of 11th	Need to remove dead oak tree on property	In Review	
25110	4/7/2025	1. Tree Evaluation	Lopez 6 NE of 4th	EVALUATION: 1 Oak	In Review	
25111	4/7/2025	2. Tree Removal/Pruning	San Carlos 4 NE of 2nd	Pine, a little thicker at base than a telephone pole + twice as tall. It's near a telephone/power pole between two driveways. It is dead, thin w/not many branches only on top.	Approved	4/8/2025
25112	4/8/2025	2. Tree Removal/Pruning	Lincoln 4 NE of Santa Lucia	Remove one tree and evaluate the other for removal	Approved	4/8/2025
25113	4/8/2025	2. Tree Removal/Pruning	San Carlos 3 SW of 9th	Pine Tree	Approved	4/11/2025
25114	4/8/2025	2. Tree Removal/Pruning	Carpenter 2 SE of 2nd - Front of lot, small these South West corner	Removal of 2 dead live oak	In Review	
25115	4/9/2025	2. Tree Removal/Pruning	25955 Junipero Ave.	1 (one) approximately 100' Monterey pine on private property	Approved	4/11/2025
25116	4/10/2025	2. Tree Removal/Pruning	Mission 2 NW of Santa Lucia-South side of property against home	Monterey pine growing into home and roof, with leaning and weak spot	Approved	4/10/2025
25117	4/11/2025	2. Tree Removal/Pruning	Santa Rita 4 SE of 4th	1 Oak Tree 9" at BH	In Review	
25118	4/11/2025	2. Tree Removal/Pruning	Monte Verde 4 NE of 3rd	Inspection for tree going over house	In Review	

25119	4/23/2025	3. Tree with Construction	Mission 3 NE of 10th	Removal of dead tree located in deck area of house being built	Approved	4/24/2025
25120	4/23/2025	2. Tree Removal/Pruning	SE Corner 10th and Torres	Nai - Remove Monterey Pines at SE Corner 10th and Torres	In Review	
25121	4/24/2025	2. Tree Removal/Pruning	Casanova 3SW of 10th Ave	Tree evaluation for removal	Approved	4/24/2025
25122	4/28/2025	Building	Front side	Tree removal	In Review	
25123	4/28/2025	2. Tree Removal/Pruning	Junipero 2 SE of 5th	REMOVAL: 1 Monterey pine tree 32" DBH	Approved	4/28/2025
25124	4/28/2025	1. Tree Evaluation	SW Corner of Guadalupe and Third Carmel CA	Get Home Insurance Non-Renewal Rescinded	In Review	

Total Records: 21 **5/1/2025**

CITY OF CARMEL-BY-THE-SEA
Monthly Report

Public Safety

April 2025

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

AMBULANCE REPORT

Summary of Carmel Fire Ambulance April Calls for Service

AMBULANCE PERFORMANCE MEASURE

The performance goal for Code-3 (life threatening emergency-lights & siren) ambulance calls with a response time of 5 minutes or less from dispatch to arrival is 95%. For the month of April 2025, the ambulance was able to meet the performance measure. The response time was 97% with (1) code-3 call over 5 minutes.

36 Calls for service in CBTS Average response time: 3:10 min.
29 Code 3 medical calls for service –One calls over 5:00 min.

4/06/25; Casanova & 8th **(8:00 min response);** Ambulance responding from Monterey, delay due to distance.

MONTEREY FIRE REPORT

Summary of Monterey Fire April Calls for Service

FIRE PERFORMANCE MEASURE

The performance goal for Code-3 (life threatening emergency-lights & siren) fire calls with a response time of 5 minutes or less from dispatch to arrival is 95%. For the month of April 2025, the fire department was able to meet the performance measure. The response time was 96% with (2) code-3 calls over 5 minutes.

58 total calls for service in CBTS- Average response time: 3:34 min.
47 total Code-3 calls – Two with a response of over 5:00 min.

4/03/25; **(5:49 min response);** Santa Lucia- (Delay due to distance to call and time of day)
4/30/25; (**8:47 min response**); Dolores & 8th; Carmel Engine occupied on a call, response was from a Monterey Engine (Station 11)

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

RESPONSE SUMMARY REPORT BY INCIDENT TYPE
27060 CARMEL-BY-THE-SEA
Alarm Date From: 04/01/2025 To: 04/30/2025

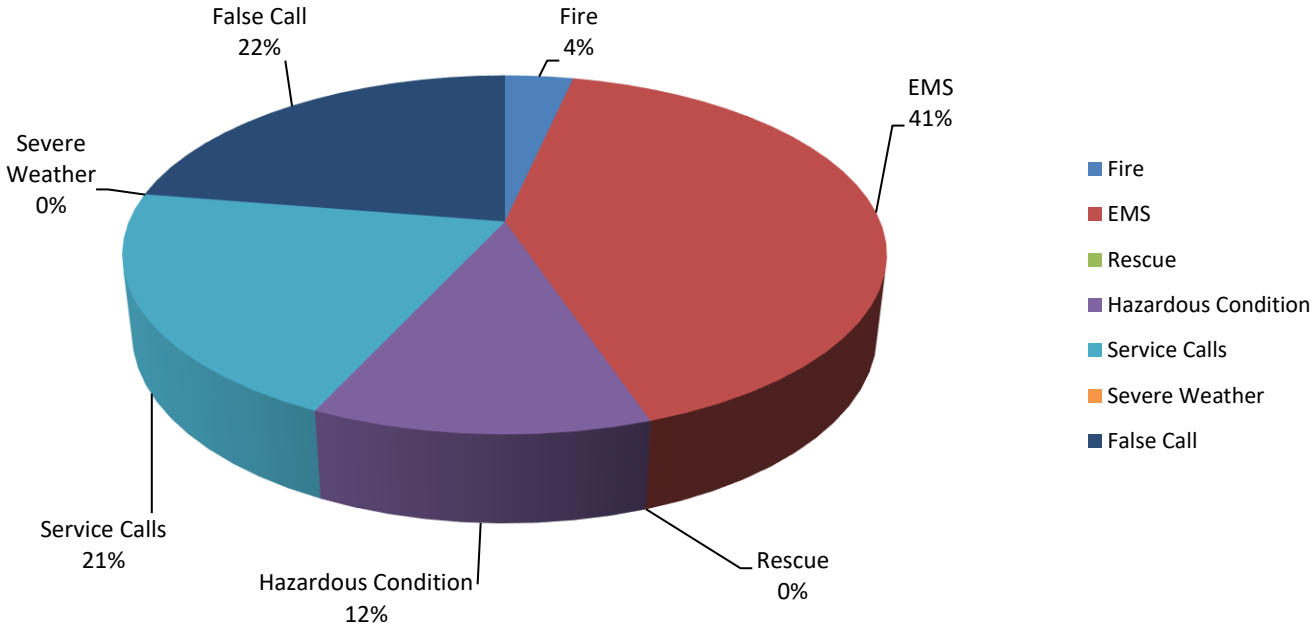
Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
100 Series (Fires)						
Cooking fire, confined to container	4/5/2025 10:04 AM	250405-MNT02623	0:02:30	JUNIPERO AVE	6TH AVE	3
Outside rubbish, trash or waste fire	4/13/2025 12:16 AM	250413-MNT02828	0:03:31	SAN CARLOS ST	7TH AVE	3
		2	***0:03:01***			
300-321 Series (EMS)						
Medical assist, assist EMS crew	4/7/2025 12:12 PM	250407-MNT02683	0:02:00	DOLORES ST	7TH AVE	3
Medical assist, assist EMS crew	4/30/2025 4:18 PM	250430-MNT03272	0:02:20	DOLORES ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	4/2/2025 12:42 PM	250402-MNT02560	0:03:22	CARMELO ST SE	OCEAN	3
EMS call, excluding vehicle accident with injury	4/5/2025 2:50 PM	250405-MNT02625	0:01:28	6TH AVE	MISSION ST	2
EMS call, excluding vehicle accident with injury	4/5/2025 11:10 PM	250405-MNT02637	0:03:04	N CASANOVA ST	PALOU AVE	3
EMS call, excluding vehicle accident with injury	4/6/2025 1:08 PM	250406-MNT02653	0:03:00	OCEAN AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	4/6/2025 2:35 PM	250406-MNT02657	0:01:00	CASANOVA ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	4/8/2025 5:03 PM	250408-MNT02717	0:03:08	4TH AVE	SAN CARLOS ST	3
EMS call, excluding vehicle accident with injury	4/10/2025 7:01 PM	250410-MNT02781	0:04:01	CARMELO ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	4/15/2025 3:25 PM	250415-MNT02896	0:03:17	LINCOLN ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	4/16/2025 11:40 PM	250416-MNT02933	0:03:14	MISSION ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	4/17/2025 3:47 PM	250417-MNT02950	0:02:58	SAN CARLOS ST	12TH AVE	3
EMS call, excluding vehicle accident with injury	4/18/2025 4:04 PM	250418-MNT02973	0:02:37	DOLORES ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	4/18/2025 5:09 PM	250418-MNT02977	0:03:34	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	4/24/2025 3:34 PM	250424-MNT03136	0:02:26	LINCOLN ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	4/25/2025 10:51 AM	250425-MNT03150	0:02:58	LINCOLN ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	4/26/2025 2:33 PM	250426-MNT03180	0:02:53	3037 LASUEN DR		3
EMS call, excluding vehicle accident with injury	4/26/2025 7:46 PM	250426-MNT03187	0:02:17	MONTE VERDE ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	4/26/2025 7:46 PM	250426-MNT03190	0:02:17	MONTE VERDE ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	4/26/2025 9:00 PM	250426-MNT03192	0:02:47	OCEAN AVE	MONTE VERDE ST	3
EMS call, excluding vehicle accident with injury	4/27/2025 5:52 PM	250427-MNT03213	0:01:42	DOLORES ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	4/27/2025 8:12 PM	250427-MNT03215	0:03:20	OCEAN AVE	4 EAST OF MONTE VERDE	3
EMS call, excluding vehicle accident with injury	4/28/2025 6:38 PM	250428-MNT03239	0:03:57	MISSION ST	SANTA LUCIA AVE	3
EMS call, excluding vehicle accident with injury	4/29/2025 10:41 PM	250429-MNT03258	0:04:24	N CASANOVA ST	2ND AVE	3
		24	***0:02:50***			

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
400 Series (Hazardous Material)						
Gasoline or other flammable liquid spill	4/4/2025 7:43 AM	250404-MNT02597	0:03:05	MISSION ST	4TH AVE	3
Gas leak (natural gas or LPG)	4/2/2025 9:19 PM	250402-MNT02569	0:02:53	OCEAN AVE	SAN CARLOS ST	3
Gas leak (natural gas or LPG)	4/8/2025 1:44 PM	250408-MNT02714	0:02:59	SAN CARLOS ST	5TH AVE	3
Gas leak (natural gas or LPG)	4/28/2025 10:24 AM	250428-MNT03229	0:04:21	SANTA RITA ST	1ST AVE	3
Power line down	4/6/2025 10:37 AM	250406-MNT02650	0:04:55	MISSION ST	12TH AVE	3
Power line down	4/9/2025 11:16 AM	250409-MNT02735	0:03:38	SANTA LUCIA	BAY VIEW	3
Biological hazard, confirmed or suspected	4/23/2025 3:42 PM	250423-MNT03104	0:00:22	OCEAN AVE	LINCOLN ST	2
		7	***0:03:10***			
500 & 600 Series (Service Calls)						
Person in distress, other	4/25/2025 7:52 PM	250425-MNT03159	0:05:45	JUNIPERO AVE	VISTA AVE	2
Water or steam leak	4/12/2025 11:27 AM	250412-MNT02814	0:02:52	CASANOVA ST	CASANOVA 3 SE 9TH AVE	2
Police matter	4/19/2025 1:07 PM	250419-MNT03000	0:02:55	OCEAN AVE	MONTE VERDE ST	3
Police matter	4/24/2025 2:42 PM	250424-MNT03133	0:04:47	SAN CARLOS ST	11TH AVE	2
Public service	4/16/2025 7:22 AM	250416-MNT02908	0:03:10	MONTE VERDE ST	5TH AVE	3
Assist invalid	4/9/2025 7:22 PM	250409-MNT02751	0:01:13	ACACIA WAY	FLANDERS WAY	2
Assist invalid	4/16/2025 8:15 AM	250416-MNT02910	0:04:54	CARMELO ST	11TH AVE	2
No incident found on arrival at dispatch address	4/4/2025 1:09 PM	250404-MNT02603	0:03:09	SCENIC RD	8TH AVE	3
No incident found on arrival at dispatch address	4/12/2025 11:20 AM	250412-MNT02813	0:03:50	LINCOLN ST	7TH AVE	2
No incident found on arrival at dispatch address	4/20/2025 9:09 PM	250420-MNT03040	0:04:53	SANTA FE ST	5TH AVE	3
Steam, vapor, fog or dust thought to be smoke	4/7/2025 6:33 PM	250407-MNT02697	0:03:38	MONTE VERDE ST	8TH AVE	3
EMS call, party transported by non-fire agency	4/20/2025 5:18 PM	250420-MNT03035	0:04:26	OCEAN AVE	SCENIC RD	3
		12	***0:03:48***			
700 Series (False Alarms)						
Smoke detector activation due to malfunction	4/29/2025 10:46 PM	250429-MNT03259	0:08:17	JUNIPERO AVE	8TH AVE	2
Alarm system sounded due to malfunction	4/1/2025 2:11 PM	250401-MNT02551	0:03:00	LINCOLN ST	OCEAN AVE	3
Alarm system sounded due to malfunction	4/18/2025 11:30 PM	250418-MNT02987	0:03:53	4TH AVE	JUNIPERO AVE	3
Alarm system sounded due to malfunction	4/30/2025 7:55 AM	250430-MNT03263	0:04:06	10TH AVE	CASANOVA ST	3
Alarm system sounded due to malfunction	4/30/2025 11:20 AM	250430-MNT03267	0:03:28	7TH AVE	SAN CARLOS ST	3
Alarm system sounded due to malfunction	4/30/2025 11:21 AM	250430-MNT03268	0:08:47	DOLORES ST	8TH AVE	3
Smoke detector activation, no fire - unintentional	4/25/2025 10:52 PM	250425-MNT03162	0:03:14	LINCOLN ST	7TH AVE	3
Detector activation, no fire - unintentional	4/12/2025 2:30 PM	250412-MNT02817	0:09:33	2836 SANTA LUCIA AVE		2
Alarm system activation, no fire - unintentional	4/7/2025 10:19 AM	250407-MNT02681	0:04:00	OCEAN AVE	SAN ANTONIO ST	3
Alarm system activation, no fire - unintentional	4/13/2025 3:09 PM	250413-MNT02839	0:04:55	LINCOLN ST	7TH AVE	2
Medical Alarm Device Activation - unintentional	4/9/2025 10:18 AM	250409-MNT02733	0:03:38	5016 MONTEREY ST		3
Medical Alarm Device Activation - unintentional	4/21/2025 11:29 AM	250421-MNT03047	0:03:19	TORRES ST	9TH AVE	3
Carbon monoxide detector activation, no CO	4/3/2025 12:01 AM	250403-MNT02572	0:05:49	2836 SANTA LUCIA ST		3
		13	***0:05:05***			

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**	**11**
250430-MNT03268 ME11 responded from St 11, delay due to distance					**Code 3 Calls**	**47**
250403-MNT02572 E15 delay due to distance				**Total # of Incidents**		**58**
				% Under 5 Minute Response Time		**96%**

CARMEL-BY-THE-SEA
APRIL 2025
Response Summary Report by Incident Type

Type of Call	Number	Average Response Time
Fire	2	3:01
EMS	24	2:50
Rescue	0	0:00
Hazardous Condition	7	3:10
Service Calls	12	3:48
Severe Weather	0	0:00
False Call	13	5:05
Total Responses	58	3:34



Total Code 3 Calls:	47
Response Times for Code 3 Calls ≤ 5 minutes:	96%

RESPONSE SUMMARY REPORT BY INCIDENT TYPE
27015 CARMEL-BY-THE-SEA FIRE AMBULANCE
Alarm Date From: 04/01/2025 To: 04/30/2025

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
100 Series (Fires)						
Fire, other	04/05/2025 10:05 AM	250406-CFA00390	00:02:00	6TH AVE	JUNIPERO ST	3
Building fire	04/07/2025 06:34 PM	250407-CFA00403	00:03:40	MONTE VERDE ST	8TH AVE	3
		2	***0:02:50***			
300-321 Series (EMS)						
EMS call, excluding vehicle accident with injury	04/02/2025 12:42 PM	250402-CFA00372	00:03:00	CARMELO ST	3 NE OCEAN AVE	3
EMS call, excluding vehicle accident with injury	04/05/2025 11:14 PM	250406-CFA00395	00:03:00	N CASANOVA ST	3 NE PALOU AVE	3
EMS call, excluding vehicle accident with injury	04/06/2025 01:08 PM	250406-CFA00399	00:03:00	OCEAN AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	04/06/2025 02:37 PM	250406-CFA00400	00:08:00	CASANOVA ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	04/08/2025 05:05 PM	250408-CFA00406	00:02:48	4TH AVE	SAN CARLOS ST	2
EMS call, excluding vehicle accident with injury	04/09/2025 10:19 AM	250409-CFA00411	00:03:54	5016 MONTEREY ST		3
EMS call, excluding vehicle accident with injury	04/09/2025 03:38 PM	250408-CFA00414	00:03:00	DOLORES ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	04/10/2025 07:01 PM	250410-CFA00419	00:03:54	CARMELO ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	04/10/2025 09:22 PM	250410-CFA00420	00:00:23	OCEAN AVE	JUNIPERO AVE	2
EMS call, excluding vehicle accident with injury	04/12/2025 11:21 AM	250412-CFA00426	00:02:47	LINCOLN ST	7TH AVE	2
EMS call, excluding vehicle accident with injury	04/15/2025 03:26 PM	250415-CFA00435	00:02:44	LINCOLN ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	04/16/2025 11:41 PM	250417-CFA00454	00:04:03	4TH AVE	MISSION ST	3
EMS call, excluding vehicle accident with injury	04/17/2025 03:48 PM	250417-CFA00441	00:02:52	SAN CARLOS ST	12TH AVE	3
EMS call, excluding vehicle accident with injury	04/18/2025 04:05 PM	250418-CFA00444	00:04:10	DOLORES ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	04/18/2025 05:09 PM	250418-CFA00445	00:04:44	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	04/19/2025 01:08 PM	250419-CFA00448	00:02:29	OCEAN AVE	MONTE VERDE ST	2
EMS call, excluding vehicle accident with injury	04/20/2025 05:18 PM	250420-CFA00453	00:03:02	OCEAN AVE	SCENIC RD	3
EMS call, excluding vehicle accident with injury	04/25/2025 10:52 AM	250425-CFA00465	00:03:17	LINCOLN ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	04/26/2025 02:34 PM	250426-CFA00472	00:03:16	3037 LASUEN DR		3
EMS call, excluding vehicle accident with injury	04/26/2025 07:47 PM	250426-CFA00473	00:02:56	MONTE VERDE ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	04/27/2025 08:13 PM	250427-CFA00477	00:01:56	OCEAN AVE	MONTE VERDE ST	3
EMS call, excluding vehicle accident with injury	04/30/2025 07:56 AM	250430-CFA00491	00:04:08	10TH AVE	CASANOVA ST	3
EMS call, excluding vehicle accident with injury	04/30/2025 04:18 PM	250430-CFA00494	00:01:08	DOLORES ST	OCEAN AVE	3
		23	***0:03:14***			
322-399 Series (Rescues)						
Swimming/recreational water areas rescue	04/04/2025 01:11 PM	250404-CFA00385	00:02:08	SCENIC AVE	8TH AVE	3
		1	***0:02:08***			

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
400 Series (Hazardous Material)						
Hazardous condition, other	04/04/2025 07:43 AM	250404-CFA00383	00:04:31	4TH AVE	MISSION ST	3
Hazardous condition, other	04/08/2025 01:45 PM	250408-CFA00404	00:03:00	SAN CARLOS ST	5TH AVE	3
Hazardous condition, other	04/16/2025 07:23 AM	250416-CFA00436	00:03:15	MONTE VERDE ST	5TH AVE	3
Biological hazard, confirmed or suspected	04/23/2025 03:42 PM	250423-CFA00460	00:00:22	OCEAN AVE	LINCOLN ST	2
		4	***0:03:53***			
500 & 600 Series (Service Calls)						
Assist invalid	04/09/2025 07:23 PM	250409-CFA00416	00:00:20	ACACIA WAY	FLANDERS WAY	2
Assist invalid	04/16/2025 08:15 AM	250416-CFA00437	00:04:25	CARMELO ST	11TH AVE	3
Assist invalid	04/25/2025 07:52 PM	250425-CFA00467	00:04:30	JUNIPERO AVE	VISTA AVE	2
Vicinity alarm (incident in other location)	04/18/2025 11:31 PM	250418-CFA00446	00:04:06	4TH AVE	JUNIPERO AVE	3
		4	***0:03:20***			
700 Series (False Alarms)						
False alarm or false call, other	04/02/2025 09:20 PM	250402-CFA00375	00:03:17	OCEAN AVE	SAN CARLOS ST	3
Alarm system sounded due to malfunction	04/30/2025 11:21 AM	250430-CFA00492	00:03:47	7TH AVE	SAN CARLOS ST	3
		2	***0:03:32***			

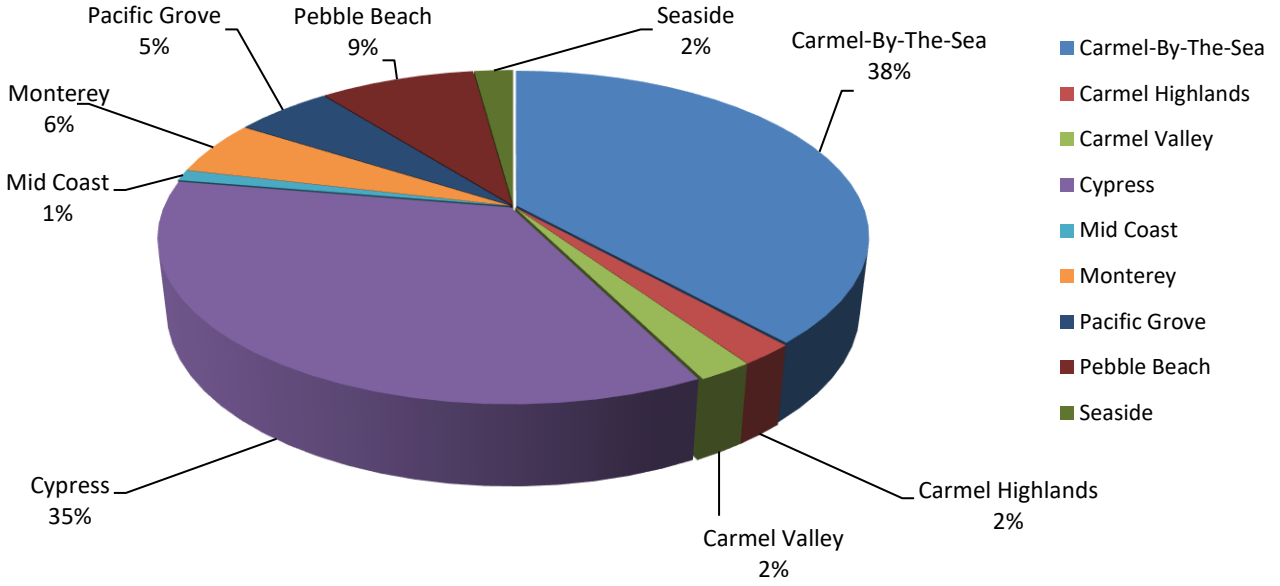
Over 5 Minute Response Times Cause of Delay: Code 3 Responses

250406-CFA00400 Responded from Monterey, delay due to distance

Code 2 Calls	**7**
Code 3 Calls	**29**
Total # of Incidents	**36**
% Under 5 Minute Response Time	**97%**
Total Average Response Time	**0:03:10**

CITY OF CARMEL - FIRE AMBULANCE DEPARTMENT
APRIL 2025
Response Summary Report by District Type

District Response	Number	Average Response Time
Carmel-By-The-Sea	36	3:10
Carmel Highlands	2	12:24
Carmel Valley	2	11:06
Cypress	33	6:45
Mid Coast	1	12:00
Monterey	5	12:56
Pacific Grove	5	12:11
Pebble Beach	8	12:26
Seaside	2	13:15
Total Responses	94	10:41



Total Code 3 Calls:	29
CFA Response Times for Code 3 Calls ≤ 5 minutes:	97%

RESPONSE SUMMARY REPORT BY DISTRICT
27015 CARMEL-BY-THE-SEA FIRE AMBULANCE
Alarm Date From: 04/01/2025 To: 04/30/2025

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
CARMEL HIGHLANDS						
EMS call, excluding vehicle accident with injury	4/11/2025	250411-CFA00422	00:10:57	1 POINT LOBOS STATE RESERVE		2
EMS call, excluding vehicle accident with injury	4/21/2025	250421-CFA00456	00:13:52	120 HIGHLAND DR		3
		2	***0:12:24***			
CARMEL VALLEY						
Motor vehicle accident with injuries	4/5/2025	250405-CFA00394	00:11:27	8940 CARMEL VALLEY RD		3
EMS call, excluding vehicle accident with injury	4/24/2025	250424-CFA00463	00:11:06	247 DEL MESA CARMEL		3
		2	***0:11:06***			
CYPRESS						
EMS call, excluding vehicle accident with injury	4/2/2025	250402-CFA00373	00:05:00	161 CROSSROADS		3
EMS call, excluding vehicle accident with injury	4/2/2025	250402-CFA00374	00:04:42	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	4/3/2025	250403-CFA00377	00:08:00	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	4/3/2025	250403-CFA00380	00:04:00	225 CROSSROADS		3
EMS call, excluding vehicle accident with injury	4/4/2025	250404-CFA00384	00:05:49	24405 SAN LUIS ST		3
EMS call, excluding vehicle accident with injury	4/4/2025	250404-CFA00387	00:04:00	101 CROSSROADS BLVD		3
EMS call, excluding vehicle accident with injury	4/5/2025	250405-CFA00388	00:06:11	26115 CARMELO AVE		2
EMS call, excluding vehicle accident with injury	4/5/2025	250406-CDA00389	00:06:00	26408 MISSION FIELDS ROAD		3
EMS call, excluding vehicle accident with injury	4/5/2025	250405-CFA00391	00:03:00	26408 MISSION FIELDS ROAD		3
EMS call, excluding vehicle accident with injury	4/5/2025	250405-CFA00392	00:08:00	4000 RIO RD.		2
EMS call, excluding vehicle accident with injury	4/6/2025	250406-CFA00396	00:05:15	2408 BAY VIEW AVE		3
EMS call, excluding vehicle accident with injury	4/8/2025	250408-CFA00405	00:10:50	24769 HANDLEY DR		3
EMS call, excluding vehicle accident with injury	4/9/2025	250409-CFA00408	00:08:33	4000 RIO RD		3
EMS call, excluding vehicle accident with injury	4/9/2025	250409-CFA00409	00:09:52	1000 HACIENDA CARMEL		3
EMS call, excluding vehicle accident with injury	4/9/2025	250409-CFA00410	00:04:45	3479 LAZARRO DR		3
EMS call, excluding vehicle accident with injury	4/10/2025	250410-CFA00417	00:03:08	3600 OCEAN AVE		3
EMS call, excluding vehicle accident with injury	4/10/2025	250410-CFA00418	00:12:13	24910 OUTLOOK DR		2
EMS call, excluding vehicle accident with injury	4/16/2025	250416-CFA00438	00:08:30	200 CLOCK TOWER PL		2
EMS call, excluding vehicle accident with injury	4/19/2025	250419-CFA00450	00:06:38	26087 DICHRO DR		3
EMS call, excluding vehicle accident with injury	4/20/2025	250420-CFA00452	00:07:07	1576 CYPRESS DR		3
EMS call, excluding vehicle accident with injury	4/21/2025	250421-CFA00455	00:07:21	26359 RIVER PARK PL		3
EMS call, excluding vehicle accident with injury	4/23/2025	250423-CFA00461	00:07:21	5315 CARMEL VALLEY RD		3
EMS call, excluding vehicle accident with injury	4/23/2025	250423-CFA00458	00:07:37	20909 POINT LOBOS STATE RESERVE		3
EMS call, excluding vehicle accident with injury	4/25/2025	250425-CFA00466	00:06:13	26135		3
EMS call, excluding vehicle accident with injury	4/26/2025	250426-CFA00470	00:07:15	100 CLOCK TOWER PL		3

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
CYPRESS cont.						
EMS call, excluding vehicle accident with injury	4/26/2025	250426-CFA00471	00:05:40	4000 RIO RD		3
EMS call, excluding vehicle accident with injury	4/29/2025	250429-CFA00487	00:07:49	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	4/29/2025	250429-CFA00489	00:07:16	3005 RIBERA RD		3
EMS call, excluding vehicle accident with injury	4/30/2025	250430-CFA00493	00:03:32	3378 TREVIS WAY		3
EMS call, excluding vehicle accident with injury	4/30/2025	250430-CFA00496	00:10:53	3331 SAN LUIS AVE		2
Motor vehicle accident with no injuries.	4/24/2025	250424-CFA00464	00:01:10	24815 CARPENTER ST		3
Removal of victim(s) from stalled elevator	4/2/2025	250402-CFA00376	00:12:29	25320 PINE HILLS DRIVE		3
Assist invalid	4/14/2025	250414-CFA00434	00:06:22	26265 CARMELO ST		2
		33	***0:06:45***			
MIDCOAST						
EMS call, excluding vehicle accident with injury	4/5/2025	250405-CFA00393	00:12:00	HIGHWAY 1	SOBERANES CANYON TRAIL	3
		1	***0:12:00***			
MONTEREY						
EMS call, excluding vehicle accident with injury	4/3/2025	250403-CFA00378	00:16:00	MACARTHUR ROAD	MASON ROAD	3
EMS call, excluding vehicle accident with injury	4/8/2025	250408-CFA00407	00:11:23	PEARL ST	TYLER ST	3
EMS call, excluding vehicle accident with injury	4/10/2025	250410-CFA00421	00:12:00	686 LIGHTHOUSE AVE		3
EMS call, excluding vehicle accident with injury	4/27/2025	250427-CFA00478	00:12:50	622 RIFLE RANGE RD		3
EMS call, excluding vehicle accident with injury	4/23/2025	250423-CFA00459	00:12:27	CHATSWOOD PL	SKYLINE DR	3
		5	***0:12:56***			
PACIFIC GROVE						
EMS call, excluding vehicle accident with injury	4/3/2025	250403-CFA00379	00:12:00	309 18TH ST		3
EMS call, excluding vehicle accident with injury	4/3/2025	250403-CFA00382	00:10:00	1212 FOREST AVE		3
EMS call, excluding vehicle accident with injury	4/13/2025	250413-CFA00430	00:11:10	1065 CONGRESS AVE		3
EMS call, excluding vehicle accident with injury	4/17/2025	250417-CFA00442	00:12:53	847 OCEAN VIEW BLVD		3
EMS call, excluding vehicle accident with injury	4/28/2025	250428-CFA00479	00:14:51	200 LIGHTHOUSE AVE		3
		5	***0:12:11***			
PEBBLE BEACH						
EMS call, excluding vehicle accident with injury	4/4/2025	250404-CFA00386	00:11:29	2700 17 MILE DR		3
EMS call, excluding vehicle accident with injury	4/12/2025	250412-CFA00425	00:09:14	STEVENSON DR	PORTOLA RD	3
EMS call, excluding vehicle accident with injury	4/12/2025	250412-CFA00427	00:10:23	160 SPINDRIFT RD		3
EMS call, excluding vehicle accident with injury	4/12/2025	250412-CFA00424	00:09:40	1500 CYPRESS DR		3
EMS call, excluding vehicle accident with injury	4/14/2025	250414-CFA00433	00:11:35	STEVENSON DR	DRAKE RD	3
EMS call, excluding vehicle accident with injury	4/19/2025	250419-CFA00447	00:11:15	1158 SIGNAL HILL RD		3
EMS call, excluding vehicle accident with injury	4/18/2025	250418-CFA00443	00:23:53	1238 PADRE LN		3
EMS call, excluding vehicle accident with injury	4/30/2025	250430-CFA00495	00:11:56	3152 FOREST LAKE RD		3
		8	***0:12:26***			
SEASIDE						
EMS call, excluding vehicle accident with injury	4/11/2025	250411-CFA00423	00:11:52	1117 WHEELER ST		2

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
SEASIDE cont.						
EMS call, excluding vehicle accident with injury	4/16/2025	250416-CFA00439	00:14:39	625 HAMILTON AVE		3
		2	***0:13:15***			

Code 2 Calls	**8**
Code 3 Calls	**50**
Total # of Incidents	**58**
Total Average Response Time	**0:11:42**

Attachment 3

CITY CLERK PRA LOG
APRIL 2025

request number	Date Requested	10-day response date	14-day extension due date	records requested	requestor	date completed	notes
25-31	4/3/2025	4/14/2025	4/28/2025, response deadline paused pending response from requester	1. ALL Building Permit Application or issued Building Permit(s) related to any Structure at SAN ANTONIO 2 NW of 11th, Carmel by the Sea, within the past 3 years. 2. ALL COMMUNICATIONS between the city and any person regarding Building Permit(s) for ANY work at SAN ANTONIO 2 NW of 11th. 3. ALL COMMUNICATIONS between the city and any person regarding WILLIAMSON CHAVEZ DESIGN or PETER CHAVEZ on ANY PROJECT over the past three years. 4. ALL COMMUNICATIONS between the city and any person regarding MASTERWORK BUILDERS INC., or HARLAN BRADLEY over the past three years. 5. ALL DOCUMENTS REFLECTING Active Certifications for Building Division staff"	Kevin Clark	response deadline paused pending response from requester for clarification	Records sent in response to part 1 and 5 of the request on 4/14/2025. For communications for part 2-4, the deadline was extended per CG 7922.535(c)(2) to 4/28/2025. Emailed requester to request clarificatin on the scope of the request and received no response. Watiting for a response from the request .
25-32	4/4/2025	4/14/2025		I would like to see approved plans for 010-265-001 the "doris house" done by eric miller around 2016-2017	Charles Mandurrago	4/8/2025	records sent
25-33	4/8/2025	4/18/2025		Inovo AI Solutions LLC is initiating a request for all purchasing records from 07/01/2020 to date for all the departments under your jurisdiction, a report containing the following data: Vendor Number or Vendor ID Vendor Name Identifier for each purchase, such as purchase order number (PO#) or, alternatively, an invoice or check number Purchase Date Line item details or description of each purchase Line item quantity Line item price	Abbas Khan	4/21/2025	records sent
25-34	4/9/2025	4/21/2025		police report	Lynea Wares	4/14/2025	notified requester that she must contact the PD directly to request this report.

request number	Date Requested	10-day response date	14-day extension due date	records requested	requestor	date completed	notes
25-35	4/10/2025	4/21/2025		Construction permits, building plans, and design review applications for the Hog's Breath Inn located at San Carlos St, between 5th and 6th Avenue, Carmel-by-the-Sea, CA. Records related to the approval and permitting of any roof deck, patio, or outdoor dining area associated with the property. Correspondence, staff reports, or planning commission decisions regarding these areas and any conditions of approval or modifications to prior permits. (Staff note: Location is San Carlos 3 and 4 SW of 5th, APNs: 010-135-028-000, 010-135-028-000)	Shaheen Alnuaimi	pending response from reqquester	4-14-25 sent email to requester requesting a time frame/clarifications on records requested. 4-21-25 no response from requester. Sent links to historical propery files/records through 2015. Sent building permits, design review, and mechanical permits from iworq. will close PRA if no further response or clarification from requester.
25-36	4/14/2025	4/24/2025		Hello I am looking for the original building plans for the Cypress Inn. Apn: 010-147-008, 010-147-009	Charles Mandurrago	4/14/2025	records available online. Sent info to the requester on how to view the online historical property files for this parcel.
25-37	4/9/2025	4/15/2025		a copy of a list of the City's Deposit Accounts. I am working with a local non-profit which wants to enhance some public property and I'm hopeful the Deposit Accounts list will show some undesignated monies that might be available for the group's public cause.	Douglas Schmitz	4/15/2025	4-14-25 - sent email to requester requesting clarifcation. 4-15-2025 - sent copy of the City's Annual Comprehensive Financial Report for FY ending 6-30-2024, and info on how to apply for a discretionary grant.
25-38	4/15/2025	4/25/2025		electronic copies of all of Mayor Dale Byrne's campaign fundraising forms since he first filed	Pam Marino, MC Weekly	4/15/2025	records requested are posted online and viewable to the public. Sent link and instructions to view filings online.
25-39	4/16/2025	4/28/2025		PG&E is investigating a fire incident that took place on 2/14/25 near Torres & 10th SE in Carmel by the Sea. Property is owned by John & Elise Nai. Parcel is believed to be 010-331-001-000. We understand that trees at this property are city owned. As such, PG&E requests city maintenance records spanning 5 years from 2/14/25 for city trees bordering this parcel.	Sal Ramirez, PG&E	sent email to Justin 4/21/2025	pending records from Forester. Sent emails to City Forester requesting records.

request number	Date Requested	10-day response date	14-day extension due date	records requested	requestor	date completed	notes
25-40	4/21/2025	5/1/2025	5/14/2025	am interested in learning about Carmel-by-the-Sea's trimming of public/city-owned trees: 1) How many trees in Carmel-by-the-Sea are public/city-owned? 2) Does Carmel-by-the-Sea have a tree trimming schedule for public trees? If so, what is it? 3) How much does Carmel-by-the-Sea spend annually to trim trees? 4) How often are city-owned trees trimmed? And are some not trimmed regularly but only if there is a safety issue? 5) Are trees trimmed by the city for view-related reasons?	Dawn Murdock	5/13/2025	PRA deadline extended to 5/14/25. Responded to #1, 2, 4, and 5 on 5/8/2025. Sent response to #3 on 5/13/2025.
25-41	4/25/2025	5/5/2025		Smart Procure is requesting the following employee information: 1. first name 2. last name 3. position title 4. department 5. direct phone number 6. business cell 7. email 8. office address	Rexal Alzona, Smart Procure	5/6/2025	records for #1-4 of the request sent 5/6/25. Records for #5-8 exempt from disclosure.

POLICE RECORDS REQUEST LOG
APRIL 2025

Request No.	Request Date & Received By	10-Day Due Date	Info Requested	Requestor	Date Completed by PSO	Status
2025-001	04/01/2025 AI	4/11/2025	CG2400522	Guadalupe Omero Gomez Valdez	04/21/25 mw	Ref to DA Brian Mcquirk/Georg e Costa
2025-002	04/02/2025 AI	4/11/2025	CG2500150	Craig Ataide	04/08/25 mw	redacted report mailed
2025-003	4/1/2025 MS	4/11/2025	3/26/2025 15:03	Craig Ataide	04/03/2025 SS	No Record Found
2025-004	04/02/2025 SS	4/12/2025	CG2500163	Sofia Farias	04/08/2025 mw	Denial letter
2025-005	04/03/2025 SS	4/13/2025	Unk	Lexis Nexis	04/03/2025 SS	mailed
2025-006	4/4/2025 MS	4/14/2025	CA2500057	Lexis Nexis	04/06/2025 MS	mailed
2025-007	4/7/2025 MS	4/17/2025	accident report	metropolitan reporting bureau	4/8/2025	out of jurisdiction
2025-008	4/7/2025MS	4/17/2025	CG2200413	Jose Alejandro Garcia Morales	4/13/2025 SS	picked up at counter
2025-009	4/11/2025 mw	4/21/2025	CA2500136	Della Vargas	04/11/2025 mw	email
2025-010	4/15/2025	4/25/2025	CG2500203	Ann Eikenberry	04/27/25 mw	will resubmit incomplete need pwr of attorney
2025-011	4/18/2025	4/28/2025	CA2500239	Jesus Luna	04/21/25 mw	mailed
2025-013	4/17/2025	4/27/2025	CQ2500238	DMV	04/20/2025 ALI	faxed
2025-014	04/21/2025 ALI	5/1/2025	CA2500136	Metropolitan Reporting Bureau	04/21/2025 ALI	mailed
2025-015	4/24/2025 SS	5/4/2025	CG2500100	Pamela Harris	04/30/25 mw	Denial letter
2025-016	4/25/2025	5/5/2025	CG2500186	Robert Curotto	04/28/25 mw	Picked up
2025-017	4/24/2025	05/04/25 mw	CQ2500238/ BWC	Andrei Grigorev	04/27/25 mw	Denial letter
2025-018	4/28/2025	5/8/2025	CA2400421	Matropolitan Reporting Bureau	4/29/2025 MS	mailed
2025-019	4/30/2025 SS	5/10/2025	CA2400215	Justin McClain	05/05/25 mw	Picked up

CITY OF CARMEL-BY-THE-SEA

Public Works Department
April 2025 Report

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Mary Bilse, Acting Public Works Director
SUBMITTED ON:	May 8, 2025
APPROVED BY:	Chip Rerig, City Administrator

City Council Meeting of March 31 and April 1, 2025

- Council discussed potential updates to City Policy C89-02: City Council Meetings, Orders of Council, Agenda Packets, Minutes of Meeting and Agenda Distribution.

Forest and Beach Commission Meeting of April 10, 2025

- Commission approved the removal of one significant Coast live oak tree at the Southeast corner of Santa Fe Street and Fifth Avenue.

Environmental Programs

- Continued to coordinate with vendors for the Earth/Arbor Day on Saturday, April 26, 2025.
- Worked with Integral and EMC Planning on the Coastal Engineering Study Adaptation Strategies to distribute the Community Survey on Sea Level Rise, marketing efforts on local radio stations, and advertisements in local papers.
- Coordinated a Sea Level Rise Community Workshop for May 15, 2025.
- Conducted an environmental inspection of the Public Works Corporation Yard.
- Set up stakeholder meetings with CAWD and CalAm.
- Attended regional technical advisory committee meetings (Monterey Regional Stormwater Management Program, ReGen Monterey, TAC Francise Agreement).
- Issued new waivers in accordance with SB 1383 for recycling/organics program collection services.
- Met with Carmel Plaza shop owners and management regarding waste management. Set up a waste management training in April 2025.

Facility Maintenance

- Addressed active roof leak at Flanders Mansion.
- Repaired and hydro-jetted clogged waterline at Flanders Mansion.
- Tenth Avenue handrail repair and installation.
- Forest Hill Park sewer line repair and clean out installation.
- Forest Theater fence repair completed.
- Forest Theater epoxy flooring installed at restrooms and concessions building.
- Park Branch story time wall panels repaired.
- Replaced faulty keypad at Public Works rear gate with upgraded ADA compliant keypad.
- Replaced several toilet seats, dispensers and vandalized mirrors at several public restrooms.
- Replaced all HVAC air filters City-wide.
- Assist with coordination of several projects involving our Police Department.

- Met with architect concerning initial steps toward construction of an additional Picadilly restroom facility.
- Completed fire sprinkler inspections at City Hall, Harrison Memorial Library Main, Park Branch and Forest Theater.

Project Management for the Capital Improvement Program

4 Leaf Projects:

- For the Police Building Project, staff met with the City Council Police/Public Works Building Subcommittee and City Administration to discuss the project.

Ausonio, Inc. Projects:

- For the City Hall Roof Replacement Project, contract was awarded to California Constructors in the amount of $175,340, which includes a 10% contingency, is complete. Construction is 100% complete and Contractor completed their final punch list items. Currently working through warranty, change orders, stop work notices, and final billing.
- The Sunset Center Cottage Window Repairs Project contract in the amount of $161,040, which includes a 10% contingency, to Pro-Ex Construction was awarded at the August City Council Meeting. Construction is 100% complete. The Notice of Completion has been filed with the County of Monterey. Retention has been paid, project is 100% complete.
- For the San Antonio Pathway Repair Project, Second to Fourth Avenues, construction was completed in February 2025. The Notice of Completion will be filed with the County this week. Retention payment to be released in May 2025.
- For the Sunset Center Retaining Walls Repair Project, ZFA submitted 100% plans and technical specifications. Additional funding is on hold pending Council direction at upcoming CIP meetings. Reviewing design via field meeting on April 23, 2025.

Wallace Group Projects:

- For the FY 2023/2024 City-wide Paving Project, bidding is anticipated in spring 2025.
- For the Shoreline Infrastructure Repair Project, the Request for Proposal was issued seeking coastal engineering and environmental firms to design and acquire environmental permitting for the repair of two structurally-damaged beach access stairs, reconstruction of the Fourth Avenue seawall/outfall, and to assess, prioritize, and provide cost estimates for all other shoreline infrastructure identified in the Coastal Engineering Study, Phase 1 Condition Assessment Report. The city selected Moffat & Nichol and staff if working through their Professional Services Agreement.

Additional Capital Improvement Projects:

- For the four City-wide Drainage Improvement Projects, Coastal Paving & Excavation began construction in February 2025. Construction is anticipated to be completed by the end of May 2025.

Street Maintenance

- Started the annual traffic markings painting project.
- Continued sidewalk repairs based on the survey list.
- Continued backfilling low tree planters.
- Continued in-house vehicle services.
- Removed two additional truckloads of poison oak from Mission Trail Nature Preserve.
- Fabricated and installed two "Divided Lane" signs in the center median of Mountain View, between Crespi and Vizcaino.

Forestry, Parks, and Beach

- Refer to City Forester’s Report.

CITY OF CARMEL-BY-THE-SEA
Monthly Report

City Forester's Report

TO:	Forest and Beach Commissioners
FROM:	Justin Ono, City Forester
SUBJECT:	April 2025 Forester's Report

Forestry, Parks, and Beach Highlights:

Carmel Forest Master Plan (CFMP):

- Biological consultant Nikki Nedeff is working with F&BC and staff to finalize edits to CFMP arising from the previous public meeting in October 2024.

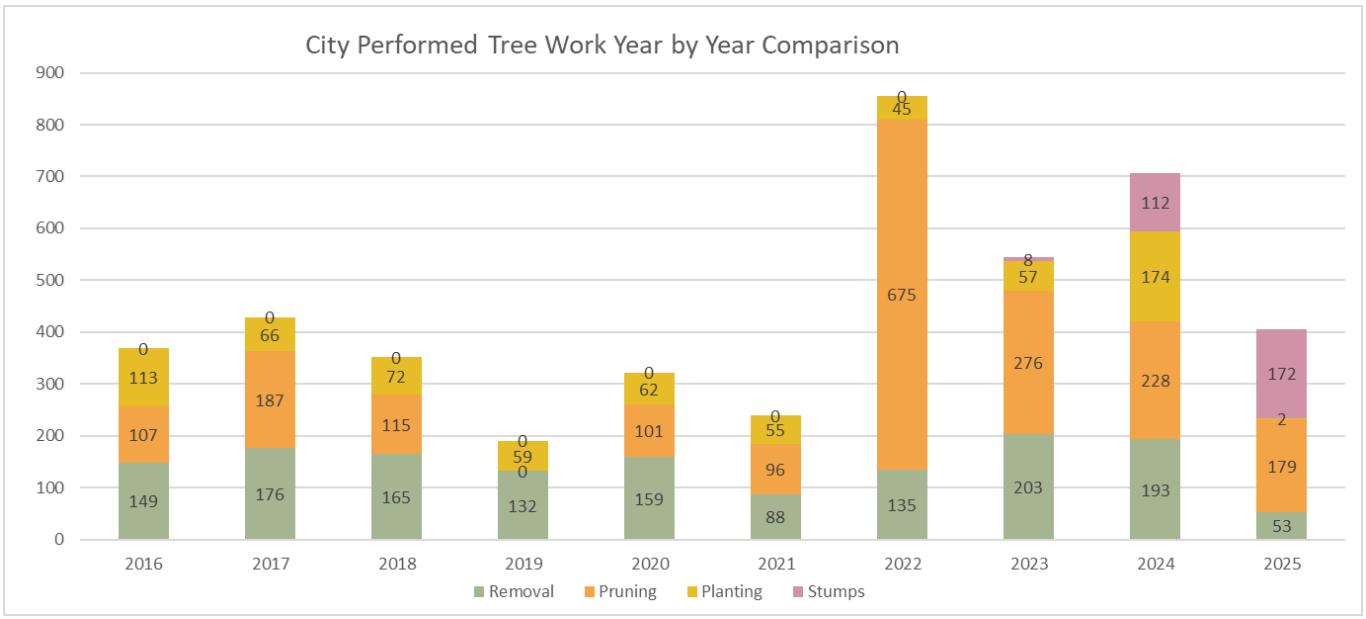
Contractors:

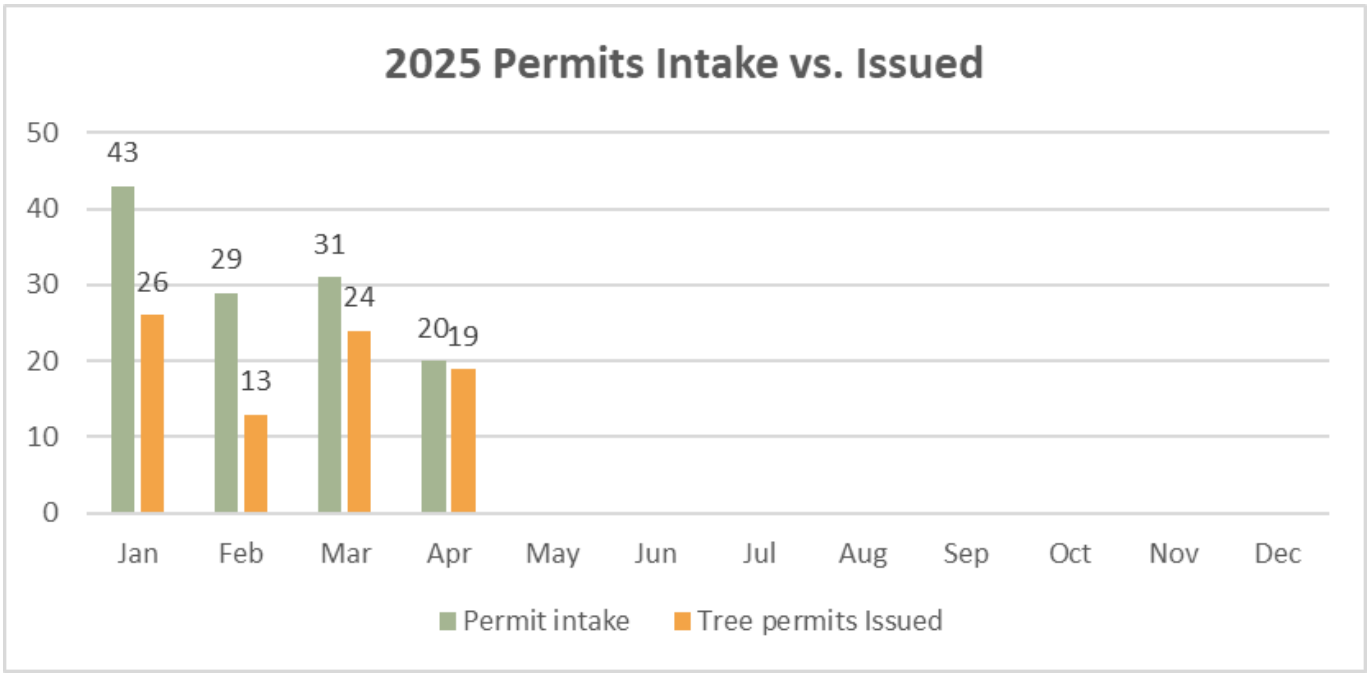
- Tope Tree Service worked in Mission Trail Nature Preserve through the month removing 2 very large dead trees, pruning 10 trees, removing a large fallen tree in Lester Rowntree Native Plant Garden as well as a large tree it damaged.
- Community Tree Service ground an additional 90+ stumps (as of 4/25/25) in the areas of town south of Ocean Ave. These locations were backfilled with planting soil to create new tree planting spots.
- Fiscal year to date over 223 stumps have been removed between contractors and City Staff.

City Staff and Crews:

- Carmel-by-the-Sea was re-awarded with the Arbor Day Foundation's "Tree City USA" designation. It is the first time in 5 years the city has held the title.
- Forestry participated with Environmental Programs and Community Activities to host the 3rd annual Earth and Arbor Day at Devendorf Park. West Coast Arborist donated a tree that was planted by the Forestry Crew. Forestry gave away over 20 trees and had a local consulting arborist answer questions for visitors.
- City Forestry Crew removed 13 dead, dying, or dangerous trees, removed one stump, and pruned 103 trees providing clearance for roads and stop signs, as well as maintaining tree health. One (1) tree was planted during normal operations by city crews.
- The Tree Crew participated in Aerial Rescue Training adding to their overall tree climbing skills while also further promoting a culture of safety and professionalism.
- City Tree Crew picked up logs in the right of way that were left from several large PG&E tree removals.

. Permit Information



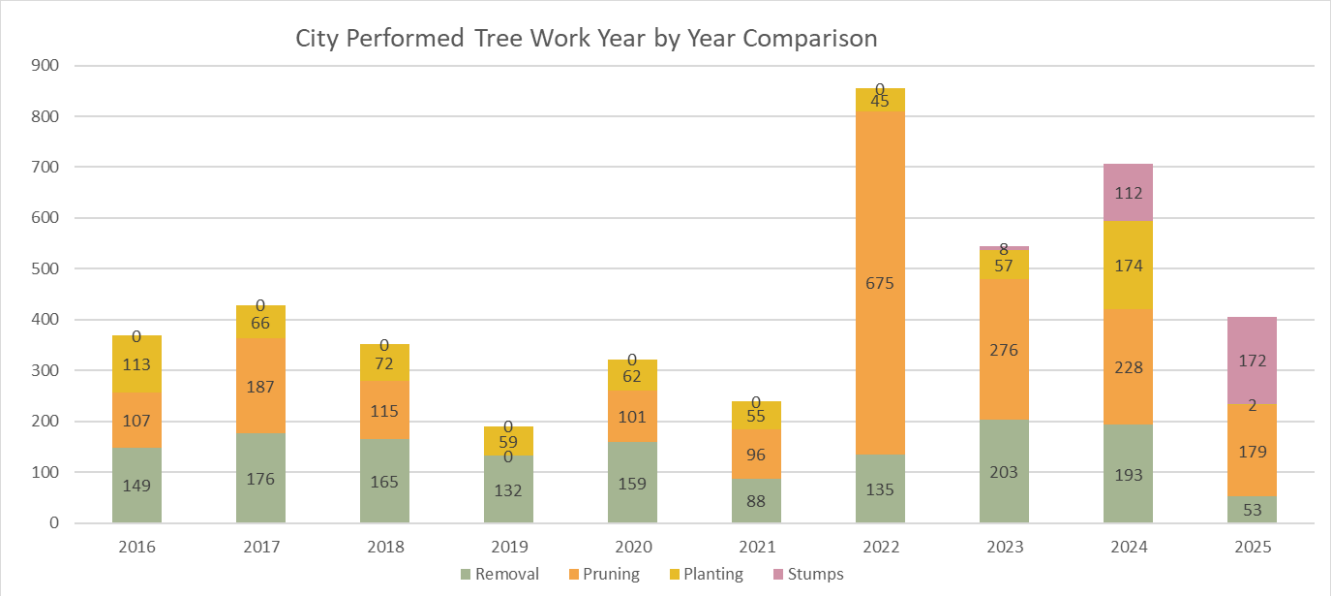


Historic permitted removals and required planting		
	Re-planting of upper	Re-planting of lower
2013	31	29
2014	35	20
2017	15	28
2018	1	18
2019	53	63
2020	70	28
2021	81	54
2022	48	37
2023	164	72
2024	118	113
2025*	21	25
*Year to date		

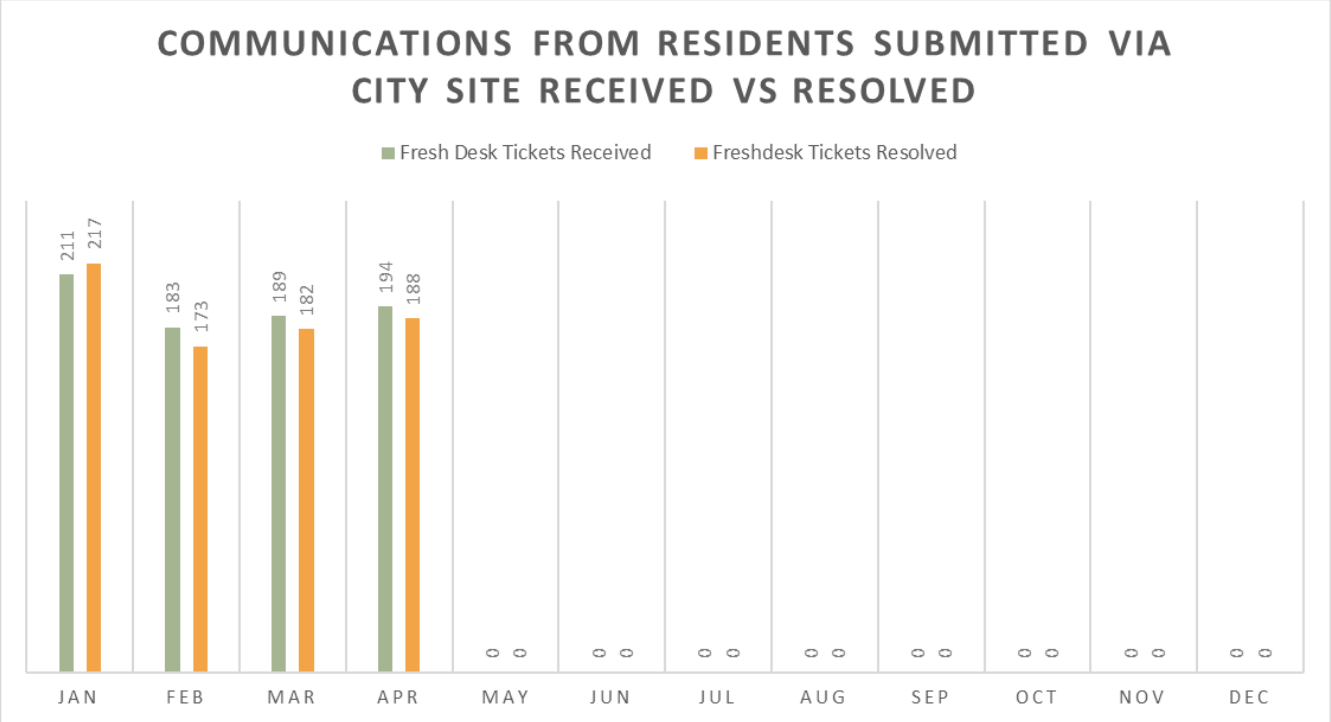
Historic permitted removals and required planting

Year	Permitted removals	Removal of upper	Removal of lower	Replanting Required	Replanting of upper	Replanting of lower	Replanting %	Applications processed
2021	204	81	123	135	81	54	66.18%	213
2022	149	82	67	85	48	37	57.05%	155
2023	324	211	113	223	164	72	68.83%	336
2024	231	110	121	231	118	113	100.00%	391
2025	59	34	25	46	21	25	77.97%	123

City Forestry, Parks, and Beach Activities



Calendar year to date – Includes stumps removed by City crew as well as on call tree contractors.



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

Master Plan Inventory Catch up

Monthly catch up info	Excellent	Good	Fair	Poor	Very Poor	Dead	Stumps
Beginning of Fiscal Year 24/25	136	5082	5094	750	133	191	664
Mar-25	136	5074	5076	731	125	82	536
Apr-25	134	5073	5065	729	125	77	446
(Trees and Stumps Removed)	*-2*	*-9*	*-29*	*-21*	*-8*	*-114*	*-218*

Catch-up Plan Goals

remove 128 trees this FY in Catch Up Plan. ---> **Total Trees Removed as of 3/26/25: 183**

remove 221 stumps this FY in Catch Up Plan ---> **Total Stumps Removed as of 3/26/25: 223**

---> **Total Stumps Expected to be removed this FY: 250**

Change in Condition of City Tree Crew Removals (TK = X, Time of Removal = Y)						
	Excellent	Good	Fair	Poor	Very Poor	Dead
Excellent						1
Good				1	1	2
Fair				1		3
Poor						
Very Poor						
Dead						1

*X-axis represents condition at time of removal, Y-axis represents condition at time of inventory.

"Catch Up" Plan, Original Estimates:

Remove 1/3 of Very Poor trees (150 total original estimate) for 3 years (Remove 50/year)	50 x $7,500 = $375,000
Remove 1/3 of Dead trees (234 total original estimate) for 3 years (Remove 78/year)	78 x $7,500 = $585,000
Remove 1/3 of stumps (664 total original estimate) for 3 years (Remove 221/year)	221 x $800 = $176,800

Estimated Annual Total = $1,136,800

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

June 2, 2025
CONSENT AGENDA (Estimated time - 10 min)

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Jane Hogan, Accountant
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	April 2025 Check Register Summary

RECOMMENDATION:

Approve the check register for April 2025.

BACKGROUND/SUMMARY:

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

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

As a supplement to the check register, staff have included information about the contract balances for vendors who received payments during the month of **April 2025**. This data can be found on the last page of the report.

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

FISCAL IMPACT:

The check register summary for April 2025, totals $1,456,945.12

PRIOR CITY COUNCIL ACTION:

Council ratified the March 2025 check register at the May 5, 2025 special council meeting.

ATTACHMENTS:

Attachment 1) April 2025 Check Register

April 2025 Check Register

Attachment 1

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 000 ___				
55440	U.S. Bank PARS	PARS Contribution: Post Employment Benefits Trust (1002)	04/04/2025	250,000.00
55485	County of Monterey-Treasury Division	Citation revenue March 2025	04/17/2025	2,162.50
41425001	CALPERS	Total active premium	04/14/2025	165,908.63
			Total for Department: 000 ___	418,071.13
Department: 110 City Council				
55455	CivicPlus LLC	Social Media Archiving Subscription-Actrivation and Setup	04/11/2025	4,625.00
55538	Hans Buder	Reimburse for expenses:Speaker Series tickets June 2025	04/25/2025	130.00
55541	Mayon Capital, Inc	Mail delivery service - May 2025	04/25/2025	5,500.00
55543	Monterey County Mayor's Association, Le	Annual dues MCMA 2025	04/25/2025	1,621.53
55559	US Bank	Costco: Beverages for CC meetings	04/25/2025	107.89
55559	US Bank	California Pizza Kitchen: CC Priorities meeting lunch	04/25/2025	707.80
55559	US Bank	Whole Foods: Ice for CC meeting	04/25/2025	6.53
55559	US Bank	Whole Foods: CC Priorities meeting breakfast	04/25/2025	171.94
55559	US Bank	Pizza My Hear: CC Priorities meeting lunch	04/25/2025	142.74
55559	US Bank	Whole Foods: 3/4/25 CC meeting dinner	04/25/2025	139.99
55559	US Bank	Staples: Tabletop Post-it Easel and markers	04/25/2025	94.80
55559	US Bank	Carmel Chamber: 2025 Annual Luncheon table	04/25/2025	760.00
55559	US Bank	Bruno's Market: CC meeting dinner	04/25/2025	146.27
55559	US Bank	Whole Foods: Chips, supplies	04/25/2025	43.82
55559	US Bank	Whole Foods: CC meeting dinner	04/25/2025	139.99
			Total for Department: 110 City Council	14,338.30
Department: 111 City Administration				
55398	Amazon Web Services Inc	Data and cloud storage fees	04/04/2025	506.25
55399	AT&T	Telephone service citywide	04/04/2025	2,513.79
55406	CivicPlus LLC	Agenda and Minutes Management package/Consulting/Training FY24-2	04/04/2025	13,545.00
55408	Digital Deployment	Website support agreement:Maint, training, security and updates	04/04/2025	700.00
55413	Hinderliter, De Llamas & Associates	Sales Tax & Transaction Tax Contract Services	04/04/2025	489.37
55414	IAMP Pro Audio/Anthony J. Nocita	Set-up, live production, associated support of city meetings and	04/04/2025	6,239.50
55425	Office Depot, Inc.	Office supplies Admin	04/04/2025	593.77
55430	Same Day Shred	Admin-Document shredding services	04/04/2025	110.00
55437	T-Mobile	Monthly cell service, usage and purchases	04/04/2025	342.03
55443	Xerox Financial Services	Xerox copier leases citywide	04/04/2025	1,452.53
55453	Carmel Pine Cone	Legal noticing	04/11/2025	795.00
55456	Comcast Business	NonNGEN internet and recurring charges	04/11/2025	644.40
55457	DocuSign, Inc	Renewal IAM Pro/Silver Pack/Navigator Agreements	04/11/2025	5,374.57
55460	Hinderliter, De Llamas & Associates	Sales Tax & Transaction Tac Contract Services	04/11/2025	4,352.54
55467	Monterey County Elections Department	November 5 2024 Election expenses	04/11/2025	9,011.88
55471	Same Day Shred	Admin-Document shredding services	04/11/2025	120.00
55477	Verizon Wireless	Telephone sales and usage	04/11/2025	4,059.88
55498	Pitney Bowes Inc	Postage meter repairs	04/17/2025	449.64
55500	Regional Government Services	Payroll services	04/17/2025	5,838.75
55521	Alhambra	Water service City Hall	04/25/2025	190.82
55523	AT&T	Telephone service Citywide	04/25/2025	1,025.70
55524	Benefit Coordinators Corporation (BCC)	Monthly Cobra admin fee Apr 2025	04/25/2025	83.60
55527	Carmel Pine Cone	Legal noticing	04/25/2025	711.25
55531	Comcast	Cable service CH and PD	04/25/2025	593.81
55537	FasTrak	Toll fee Plate CA 1436197 I712146371668	04/25/2025	8.00
55546	Office Depot, Inc.	Office supplies - Admin	04/25/2025	161.32
55557	SRS Private Investigations	Pre-employment services	04/25/2025	205.00
55559	US Bank	Vistaprint: Business cards	04/25/2025	46.95
55559	US Bank	Carmel Bakery: Employee appreciation	04/25/2025	59.01
55559	US Bank	GFAO: Award of Excellence application fee	04/25/2025	460.00
55559	US Bank	ChartExpo: Subscription	04/25/2025	40.00
55559	US Bank	SJC Convention Center: Parking	04/25/2025	25.00
55559	US Bank	CSFMO: Conference Registration	04/25/2025	1,000.00
55559	US Bank	SJC Convention Center	04/25/2025	316.92
55559	US Bank	Metrofax: HR subscription	04/25/2025	11.95
55559	US Bank	Costco: Snacks for EE training	04/25/2025	64.44
55559	US Bank	Target: Bottled water EE training	04/25/2025	21.16

55559	US Bank	NorCal City HR: Conference Registration	04/25/2025	225.00
55559	US Bank	EEOC Training Institute: Registration	04/25/2025	2,729.00
55559	US Bank	Starbucks: Hiring panel breakfast	04/25/2025	12.75
55559	US Bank	CHECKR: HR background check	04/25/2025	136.49
55559	US Bank	Freshworks: IT monthly subscription	04/25/2025	464.00
55559	US Bank	Constant Contact: Monthly IT subscription	04/25/2025	176.00
55559	US Bank	Microsoft: IT Subscription	04/25/2025	926.64
55559	US Bank	Bitwarden: IT monthly subcription	04/25/2025	30.00
55559	US Bank	Freshworks: IT monthly subscription	04/25/2025	750.00
55559	US Bank	Zoom: IT monthly subscription	04/25/2025	667.84
55559	US Bank	Adobe: IT monthly subscription	04/25/2025	875.65
55559	US Bank	Backblaze: IT monthly subscription	04/25/2025	79.37
55559	US Bank	Google Cloud: IT monthly subscription	04/25/2025	2.44
55559	US Bank	Junction Network: IT telephone	04/25/2025	1,613.46
55563	Xerox Financial Services	Xerox copier leases citywide 4/7-25 - 5/6/2025	04/25/2025	1,452.53
41425001	CALPERS	Medical monthly administration fee	04/14/2025	504.73
			Total for Department: 111 City Administration	72,809.73
Department: 112 City Attorney				
55403	Burke,Williams & Sorensen, LLP	City Attorney services-General	04/04/2025	36,023.80
55451	Burke,Williams & Sorensen, LLP	City Attorney services-General	04/11/2025	81,279.50
			Total for Department: 112 City Attorney	117,303.30
Department: 115 Community Planning & Building				
55401	Bo Grunde	FY 2025 Boots Reimbursement	04/04/2025	196.65
55415	Iron Mountain	CP&B: Records storage and management services	04/04/2025	323.55
55418	Leah Young	CACEO Training March 2025 - Registration Reimbursement	04/04/2025	1,216.47
55425	Office Depot, Inc.	L Young - Sharpies; A Ginette - pens; J Laurie - 11x17 paper	04/04/2025	132.42
55449	Bo Grunde	CACEO Training April 28 - May 2, 2025 per diem	04/11/2025	430.00
55458	Engineered Fire Systems	Plan Review - March 2025	04/11/2025	2,362.50
55463	Leah Young	CACEO Training March 2024 mileage reimbursement	04/11/2025	280.06
55487	FedEx	CP&B Shipping Fees - Volume Study	04/17/2025	15.99
55490	Mad Dogs & Englishmen	CP&B Bike Maintenance	04/17/2025	88.24
55508	US Bank	Monterey County Clerk: Planning fees	04/17/2025	96.66
55508	US Bank	Airtable: Affordable housing project	04/17/2025	241.71
55508	US Bank	Luckys: Snacks for Special Planning Commission	04/17/2025	49.30
55508	US Bank	APA: AICP Membership: Anna Ginette	04/17/2025	582.45
55508	US Bank	Monterey County Clerk: Planning fees	04/17/2025	27.84
55508	US Bank	International Code Council: Renewal	04/17/2025	135.00
55508	US Bank	Wave Access Toolkit: Jermel Laurie	04/17/2025	199.00
55508	US Bank	IIC Peninsula Chapter: Annual Meeting: Jermel Laurie	04/17/2025	320.00
55508	US Bank	APA: AICP Membership: Anna Ginette	04/17/2025	284.39
55508	US Bank	International Code Council: Renewal S Carey-Lang	04/17/2025	250.00
55508	US Bank	CACEO: Professional Membership Dues, Leah Young	04/17/2025	100.00
55508	US Bank	CACEO: Professional Membership Dues, Bo Grunde	04/17/2025	100.00
			Total for Department: 115 Community Planning & Bu	7,432.23
Department: 116 Police				
55397	Alhambra	Water service-Police Dept	04/04/2025	177.74
55400	Attention to Decal	Decal expense PD-Safety jackets CERT	04/04/2025	240.00
55410	Evident	Safety tests and supplies	04/04/2025	32.00
55416	Jacob Clifford	Travel expense reimbursement SLI Session 6 4/6-4/9/25	04/04/2025	1,343.42
55421	MOGO Urgent Care-PD	PD Substance testing services	04/04/2025	123.00
55425	Office Depot, Inc.	PD Office supplies	04/04/2025	239.55
55431	SB Express Lanes c/o The Toll Rd Violatic	Toll violation PD 3/13/25	04/04/2025	1.55
55435	T2 Systems Canada Inc.	PD:Digital iris services	04/04/2025	75.00
55436	T2 Systems, Inc	MobilePay subscription monthly fee	04/04/2025	199.15
55454	Carmel Towing & Garage	PD Fuel charges	04/11/2025	1,399.10
55459	Federico's Embroidery	PD : CERT expenses	04/11/2025	73.74
55493	Monterey County Animal Services	Animal Shelter Services	04/17/2025	275.00
55505	Thomas Uretsky	Consulting, rewrite and review of Emergency Operations Plan/EOC	04/17/2025	3,616.00
55507	Uretsky Security	Professional services: Background investigations for PD	04/17/2025	11,747.80
55534	Critical Reach, Inc.	APBnet Annual Support fee	04/25/2025	275.00
55535	Department of Justice/Accounting Office	PD:Fingerprinting services	04/25/2025	96.00
55544	Monterey County Sheriff-Coroner	July 1- Sept 30, 2024	04/25/2025	23,623.94
55548	Point Emblems	Police Dept-Badges and insignia	04/25/2025	1,519.88
55550	Quality Print & Copy	Stationary:Envelopes, letterhead, business cards	04/25/2025	218.50

55552	Salinas Valley Pro Squad	PD Uniform and service clothes	04/25/2025	470.65
		Total for Department: 116 Police		45,747.02
Department: 117 Fire				
55405	City Of Monterey	Contracted backfill O/T reimbursement for staffing by Mty Fire	04/04/2025	18,675.01
55411	First Alarm	Alarm services-Fire Station	04/04/2025	338.55
55433	Stryker	Fire Dept-Equipment maintenance	04/04/2025	1,256.91
55454	Carmel Towing & Garage	Fire Dept. Gas Expense	04/11/2025	1,119.75
55461	JD Repairs, Inc	Fire Dept Vehicle repairs	04/11/2025	14,505.25
55466	Mission Linen Service	Fire Dept laundry service	04/11/2025	266.28
55520	Alert-All Corp	Fire Dept:Community promotion items	04/25/2025	315.19
55521	Alhambra	Water service - Fire Station	04/25/2025	242.20
55542	Mission Linen Service	Fire Dept laundry service	04/25/2025	138.14
		Total for Department: 117 Fire		36,857.28
Department: 118 Ambulance				
55402	Bound Tree Medical LLC	Medical supplies	04/04/2025	227.88
55445	1582 Medical Corporation	Amb Dept-Physicals	04/11/2025	3,522.60
55454	Carmel Towing & Garage	Amb Dept. Gas Expense	04/11/2025	609.48
55469	Peninsula Welding & Medical Supply, inc.	Amb Dept:Oxygen/hazardous materials transport service	04/11/2025	145.02
55496	Myles Routh	Reimburse for Medics for Life PALS Class	04/17/2025	185.00
55522	American Supply Company	Janitorial Supplies-Amb Dept	04/25/2025	232.60
55525	Bound Tree Medical LLC	Medical supplies	04/25/2025	754.62
55547	Peninsula Welding & Medical Supply, inc.	Amb Dept:Oxygen/hazardous materials transport service	04/25/2025	70.81
55562	Wittman Enterprises, LLC	Ambulance billing service	04/25/2025	2,648.71
		Total for Department: 118 Ambulance		8,396.72
Department: 119 Public Works				
55397	Alhambra	Water for PW	04/04/2025	233.82
55404	Cintas Corporation	Uniform Services	04/04/2025	420.46
55407	Community Tree Service	Tree work in City	04/04/2025	64,745.54
55409	Edges Electrical Group	FM Plumbing/elec supplies	04/04/2025	323.30
55412	Granite Rock Company	Supplies for PW Streets Division	04/04/2025	860.89
55423	Napa Auto Parts	PW vehicle supplies	04/04/2025	169.76
55427	Poe's Plumbing & Backflow	FM Plumbing services Citywide	04/04/2025	1,360.00
55428	Rental Depot - Monterey	Equipment Rentals	04/04/2025	1,688.47
55429	Robert Half	Temp help in Forestry	04/04/2025	6,569.11
55432	Scarborough Lumber & Building	Public Works Streets supplies	04/04/2025	18.88
55438	Tope's Tree Service Inc.	Tree work in City	04/04/2025	59,537.68
55439	Town and Country Gardening	Tree work in City	04/04/2025	18,125.11
55446	Ailing House Pest Control	FM Pest control services Citywide	04/11/2025	998.00
55447	American Supply Company	PW/FM Janitorial supplies	04/11/2025	158.36
55448	Applied Marine Sciences	Storm drain sampling and analyses 2/28/25 #401-24-03	04/11/2025	2,862.50
55452	California Fire Protection, Inc.	Service call quarterly fire sprinkler inspection	04/11/2025	300.00
55472	Sentry Alarm Systems	FM Alarm services	04/11/2025	482.30
55474	Uline Inc.	Safety supplies for Streest division 2/25/25 #189640285	04/11/2025	654.15
55475	Urban TrappingWildlife Control	Wildllife extraction for PD 11/24/24 #0969	04/11/2025	500.00
55480	Airtec Inc	Heating repair in Brandons office 3/13/25 #32795 and 32793	04/17/2025	1,590.77
55481	Applied Marine Sciences	2/28/25 #4012403-B	04/17/2025	1,640.32
55482	Ausonio, Inc	On Call PM and Construction Services	04/17/2025	2,331.00
55483	Cintas Corp 2 (First Aid)	FM First Aid supplies Ctiywide	04/17/2025	202.78
55484	Cintas Corporation	Uniform Services	04/17/2025	468.73
55488	Granite Rock Company	Sand for concrete 2/28/25 #22121118	04/17/2025	3,800.32
55489	Kona Jerry's LLC	PW Week annual lunch #0097 deposit, remainder due when picked up	04/17/2025	761.25
55494	Monterey One Water	Current year membership and projects 3/18/25 #15786	04/17/2025	13,460.00
55495	Monterey Tire Service Inc	Ites for PW unit 1 3/20/25 #1-123380	04/17/2025	2,140.83
55497	Napa Auto Parts	PW vehicle supplies	04/17/2025	292.14
55501	Robert Half	Temp help in Forestry	04/17/2025	1,580.72
55502	Russell Enz Trucking	Accent boulders 6/14/24 #128	04/17/2025	4,260.00
55503	Scarborough Lumber & Building	Forestry Supplies	04/17/2025	2,086.44
55506	Town and Country Gardening	Tree work in City	04/17/2025	3,600.00
55521	Alhambra	Water for PW	04/25/2025	324.48
55528	Carmel Towing & Garage	Fuel for PW vehicles	04/25/2025	3,105.42
55529	Cintas Corporation	Uniform Services	04/25/2025	588.42
55532	Community Tree Service	Tree work in City	04/25/2025	107,030.03
55533	Core Management Services, LLC	Annual smart inspection 3/20/25 #21526	04/25/2025	600.00
55539	Justin Ono	Boots JO	04/25/2025	191.00

55545	Nicole Nedeff	Consulting Ecologist for the FMP	04/25/2025	2,975.00
55549	PSTS, Inc.	Oil - Water separator	04/25/2025	1,020.00
55551	Robert Half	Temp help in Forestry	04/25/2025	4,549.58
55554	Scarborough Lumber & Building	FM Materials and Supplies	04/25/2025	336.75
55555	Sentry Alarm Systems	FM Alarm services	04/25/2025	3,282.54
55558	Uline Inc.	Safety suppies PW 3/19/25 #190586865	04/25/2025	645.09
55561	West Coast Arborists Inc .	Tree work in City	04/25/2025	28,000.00
			Total for Department: 119 Public Works	350,871.94
Department: 120 Library				
55468	Pacific Grove Self Storage	Storage Unit - Document storage	04/11/2025	407.00
			Total for Department: 120 Library	407.00
Department: 121 Community Activities				
55559	US Bank	Vistaprint: 4 No dogs signs for farmers market	04/25/2025	266.09
			Total for Department: 121 Community Activities	266.09
Department: 122 Economic Revitalization				
55434	Sunset Cultural Center Inc.	Current fiscal year Operating Grant	04/04/2025	187,500.00
55560	Visit Carmel	Marketing and Economic Development funding FY 24-25	04/25/2025	30,000.00
			Total for Department: 122 Economic Revitalization	217,500.00
Department: 130 Non-Departmental				
55426	PG&E	Citywide gas and electric services	04/04/2025	17,824.79
55470	PG&E	Citywide gas and electric services	04/11/2025	3,502.85
55499	Prism Public Risk Innovation	Employee Assistance Program Qtrly fee	04/17/2025	676.20
55526	Cal-Am Water Company	Water service citywide	04/25/2025	24,174.29
41425001	CALPERS	Total retired premium	04/14/2025	7,110.00
			Total for Department: 130 Non-Departmental	53,288.13
Department: 311 Capital Projects				
55422	Moore Twining Assoc, Inc	San Antonio Ave. Walkway repairs	04/04/2025	1,893.92
55424	Neill Engineers Corp.	Drainage system repairs	04/04/2025	5,196.00
55444	ZFA Structural Engineering	San Antonio Wall Repairs	04/04/2025	5,170.00
55462	KIS	Palo Alto Networks PA-1410 Network Security/Firewall Appli	04/11/2025	6,450.00
55478	4Leaf, Inc	Project Management Services:PD/PW Building projects per contract	04/17/2025	5,071.21
55479	Air Technology Solutions	Micronocon Air Purifer with fileter and 2 carbon cells	04/17/2025	4,425.00
55482	Ausonio, Inc	Lincoln & 4th Street Footbridge	04/17/2025	4,021.50
55486	Dudek	Environmental support:Drainage and erosion control plan reviews,	04/17/2025	1,561.25
55509	Wallace Group	Streets Resurfacing	04/17/2025	6,210.50
55536	EMC Planning Group, Inc	Outreach Adaptation Pathway Development	04/25/2025	10,915.11
			Total for Department: 311 Capital Projects	50,914.49
Department: 411 Debt Service				
55441	US BANK St. Paul	Acct:6712281600 Debt Service: Carmel Pub Imp Aug 2020 Ref LRBS	04/04/2025	62,741.76
			Total for Department: 411 Debt Service	62,741.76
			Grand Total	1,456,945.12

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

June 2, 2025
CONSENT AGENDA (Estimated time - 10 min)

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Mary Bilse, Environmental Programs Manager
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Letter authorizing the County of Monterey to execute all documents necessary to continue to implement the annual Used Oil Payment Program on behalf of the City during Fiscal Year 2025/26

RECOMMENDATION:

Authorize the City Administrator to send a letter authorizing the County of Monterey to execute all documents necessary to continue to implement the annual used Oil Payment Program on behalf of the City during Fiscal Year (FY) 2025/26

BACKGROUND/SUMMARY:

For over 17 years, the Monterey County Environmental Health Bureau has successfully collaborated with the City and other local municipalities to implement a countywide Used Oil and Filter Recycling Program. This program is funded by an Oil Payment Program (OPP) grant from the California Department of Resources Recycling and Recovery (CalRecycle). The Monterey County Environmental Health Bureau has served as the administrator of the OPP on behalf of all cities and the unincorporated area of the County, resulting in the leveraging of resources and consistency in outreach efforts.

In FY 2023/24, the County collected 166,391 gallons of oil and 28,153 used oil filters for proper disposal. The County also ran 220 ads through various media outlets, including radio, newspaper and online. In addition, the filter exchange program paid for 118 filters for residents that were given vouchers when recycling used oil filters during Community Clean Up Days. Additional program highlights are included in the County's letter to the City (**Attachment 1**). In order to continue this successful partnership, the City must provide a letter each year (**Attachment 2**) authorizing the Monterey County Environmental Health Bureau to act as the lead agency to administer the OPP.

FISCAL IMPACT:

The program is funded by a CalRecycle grant and does not impact the City's budget.

PRIOR CITY COUNCIL ACTION:

Council authorized sending similar letters on July 6, 2021, June 6, 2022, July 11, 2023, and July 9, 2024 to continue the Used Oil Program.

ATTACHMENTS:

Attachment 1) Letter from Monterey County Department of Health and Annual Report
Attachment 2) Draft Letter to Monterey County from City Administrator

Docusign Envelope ID: 386CD02A-ACF0-41DB-AA2C-1FEA6AA3F20E

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Elsa Jimenez, Director of Health
Administration Animal Services Behavioral Health Clinic Services
Emergency Medical Services Environmental Health Public Administrator/Public Guardian Public Health

May 2, 2025

Chip Rerig
City Administrator
City of Carmel-by-the-Sea
PO Box CC
Carmel-by-the-Sea, CA 93921

Dear Mr. Rerig:

Each year the Monterey County Environmental Health Bureau (EHB) requests a letter of authorization from the City Administrator or designee authorizing the County of Monterey to execute all documents necessary to continue to implement the annual Oil Payment Program Cycle 16 (OPP16) on your city's behalf. A sample letter is enclosed for your convenience. **We request that you return the signed authorization letter to our office by June 6, 2025,** to ensure timely submittal to CalRecycle.

For over 15 years, the EHB has administered a successful countywide Used Oil & Filter Recycling Program on behalf of all cities and the unincorporated area of Monterey County. The Program is funded by a grant from the California Department of Resources Recycling and Recovery (CalRecycle) and supports used oil and filter recycling activities throughout the County. Enclosed is the FY 2023-2024 Annual Report Summary detailing the activities, outreach events and volume collected as a result of this program. Below are a few highlights of program activities:

- Ran over 220 ads in English and Spanish through various media outlets.
- Filter exchange program paid for 118 filters for residents that were given vouchers when recycling used oil filters during Community Clean Up Days.
- Collected 166,391 gallons of used oil and 28,153 used oil filters.

Continuing to pool funds allows both the Cities and County to continue to achieve greater efficiencies by maximizing resources, allowing consistency in outreach efforts, and preventing duplication of labor. I look forward to continuing working with your city in providing used oil and filter recycling services to our community.

Please contact Recycling Services at (831) 755-8907 should you need further information regarding this program.

Sincerely,

DocuSigned by:
Ricardo Encarnacion
FA7D0801CF154E7...

Ric Encarnacion, REHS, MPH
Bureau Chief, Environmental Health Bureau

Docusign Envelope ID: 025954AB-094A-42BA-AA44-ACC242128BDA

Attachment 1

Annual Report Summary

Recipient/Jurisdiction: Monterey County

Status: Open

Fiscal Year: 2023-24

Program Advisor: Batavia, Ashraf

Oil Collection Type	Oil (Gallons)	Oil Filters
Certified Collection Centers	103,622	
PHHW and ABOPS	15,829	7,700
Agricultural Collection	26,920	14,250
Residential Collection	19,300	6,203
Marinas	720	
Oil Collection Total:	**166,391**	**28,153**

Expenditures

PAYMENT NUMBER : OPP13-23-0251

	AVAILABLE BALANCE	45,565.70
Administration	Indirect / Overhead Cost	5,612.44
	Personnel	19,613.95
Collection	Curbside (allow resident	8,231.06
Education	Other	863.38
	Radio Ads	7,000.00
Materials/Construction	Filter Bags	1,700.00
	Oil Rags	1,144.87
	Oil Tanks	1,400.00
	REMAINING BALANCE	0.00

PAYMENT NUMBER : OPP14-23-0251

	AVAILABLE BALANCE	92,025.00
Administration	Indirect / Overhead Cost	1,169.92
	Personnel	6,275.89
Collection	Curbside (allow resident	864.44
Education	Other	472.98
	Radio Ads	3,000.00
Materials/Construction	Filter Bags	1,085.90
	REMAINING BALANCE	79,155.87

Docusign Envelope ID: 025954AB-094A-42BA-AA44-ACC242128BDA

Program Highlights

Theme: One of the main activities of the Used Oil Program is to promote/increase used oil filter collection. What activities did you conduct to increase used oil filter collection?

The County of Monterey Used Oil and Filter Recycling Program provides outreach and education to residents of Monterey County on how to recycle used oil and filters. During the 2023 calendar year Monterey County Environmental Health (MCEH) placed radio advertisements, conducted site visits to local Certified Collection Centers (CCC's) and continued to cover the cost of used oil and filter curbside collection, agricultural and marine centers. The program also continues to cover the cost of maintenance and repairs of oil tanks at various oil collection sites.

o Paid for 220 – 15 second radio ads both in English and Spanish radio iHeart Radio on the Total Traffic & Weather Network focusing on the residential and curbside collection programs. Advertisements are played on KDON 102.5, KION 101.1FM, KOCN 105.1, KTOM 92.7 and La Preciosa KPRC.

Staff post information on recycling used oil and filters via Instagram and the County website.

Conducted 6 filter exchange events.

Conducted 30 site visits to Certified Collection Centers.

Did you increase or decrease used oil and filter collection compared to last year? How much and why?

Used oil collection data decreased in 2023 compared to 2022. The decrease in filter collection data could be the cause of the following:

• We were not able to capture filter collection data from Certified Collection Centers.
• As of July 2023 we are no longer collecting used oil and filters from Sturdy Oil and the marinas (Moss Landing Harbor and Monterey Bay Boat Works).

The total gallons of used oil collected in 2023: 166,391 gallons. This was a 14% decrease compared to prior year data collection.

The total number of used oil filters collected in 2023: 28,153 filters. This was a 28% decrease compared to prior year data collection.

Oil Collection at CCC's increased by 3%. Filter data was not able to be captured. MCEH staff would like to know how to obtain the used oil and filter data going forward by the CCC's so that it can still be incorporated in the report.

Collection at PHHW/ABOP's decreased by 37% for used oil and increased 13% in filter collection. The increase in filters collected is mainly because information on HHW disposal is listed on Monterey County's website as well as the HHW collection sites webpages. Also, when staff tables at community clean up events direct outreach on HHW is provided to the public.

Collection at Agricultural Used Collection centers decreased by 47% for used oil and 44% for filter collection. As of July 2023, Sturdy Oil is no longer part of the Monterey County Used Oil and Filter Recycling Program.

Used oil collection for the Curbside program increased by 11% and decreased by 1% for filter collection. MCEH staff placed electronic and radio advertisements for the curbside program. The program provides containers and filter bags to haulers. Staff used the manifest data provided by Bayside Oil, our used oil hauler and contacted the haulers directly to obtain this data.

Marine
Used oil collection at marine centers decreased 47% in used oil collection and decreased in filter collection. As of July 2023, Moss Landing Harbor and Monterey Bay Boat Works are no longer part of the Monterey County Used Oil and Filter Recycling Program.

Were there any program changes from this year to last year?

During 2023 MCEH amended its contract with Bayside Oil so that we no longer pick up used oil and filters from Sturdy Oil and the marina collection centers (Moss Landing Harbor and Monterey Bay Boat Works).

If you dropped a program or method, why do you think it didn't work?

As of July 2023, MCEH no longer collects used oil and filters from agricultural and marine centers. This decision was made due to the decrease in program funding and in order to keep providing used oil kits, education and outreach to do it yourselfers.

What program or method has worked best for you?

Tabling at events and hosting filter exchange events are the best methods for providing direct education and outreach where a large number of customers are do-it-yourselfers.

Did you develop any best practices or techniques to share with other grantees?

Not at this time.

What can CalRecycle do to help you? Or what would you like to see modified to better assist you?

We would like to collaborate with Certified Collection Centers (CCC) more often and would like CalRecycles suggestion on how to get the CCC's more involved.

Docusign Envelope ID: 025954AB-094A-42BA-AA44-ACC242128BDA

Annual Report Certification

"I certify under penalty of perjury, under the laws of the State of California, that I have read the Oil Payment Program (OPP) Guidelines (Guidelines), that the submitted Annual Report and Expenditure information is correct, and that all funds received under the OPP have been expended in accordance with the Guidelines."

X DocuSigned by: C7A30BA59CA8423...

8/15/2024 | 10:41 AM PDT

Signature of Signature Authority (as authorized in Resolution) or Authorized Designee (as authorized in Letter of Designation)

Date

Elsa Jimenez

Print Name

IMPORTANT! Recipient must print out this page, obtain Signature of Signature Authority, upload signed document to the LoGOPP system, and retain the original document in Recipient's cycle file.

City of Carmel-by-the-Sea
DEPARTMENT OF PUBLIC WORKS
POST OFFICE BOX CC
CARMEL-BY-THE-SEA, CA 93921
(831) 620-2070

June 2, 2025

Mr. Ric Encarnacion, REHS, MPH
Bureau Chief of Environmental Health Bureau
County of Monterey
1270 Natividad Road
Salinas, CA 93906

Subject: Authorization Letter for the Used Oil Payment Program Cycle 15, FY 2025/26

As the City Administrator of the City of Carmel-by-the-Sea, I am authorized to contractually bind the City of Carmel-by-the-Sea. Pursuant to this authority, I hereby authorize the County of Monterey to submit a regional application and act as Lead Agency for the Used Oil Payment Program Cycle 15 for Fiscal Year 2024/25 on behalf of the City of Carmel-by-the-Sea.

The County of Monterey is hereby authorized to execute all documents necessary to implement the grant under the Used Oil Payment Program Cycle 15 (OPP 15).

For any questions, please contact Mary Bilse, Environmental Programs Manager, at 831-620-2078.

Sincerely,

Chip Rerig
City Administrator
P.O. Box CC
Carmel-by-the-Sea, CA 93921

Cc: Ken Wysocki, Director of Public Works
Mary Bilse, Environmental Programs Manage

DRAFT

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

June 2, 2025
CONSENT AGENDA (Estimated time - 10 min)

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2025-043, authorizing a Free Use Day of the Sunset Center Theater and Lobby for the Carmel Foundation's Annual Meeting and 75th Anniversary Celebration on September 24, 2025

RECOMMENDATION:

Adopt Resolution 2025-043, authorizing a Free Use Day of the Sunset Center Theater and Lobby for the Carmel Foundation's Annual Meeting and 75th Anniversary Celebration on September 24, 2025.

BACKGROUND/SUMMARY:

The 2017 Agreement between the City and Sunset Cultural Center, Inc. (SCC) provides that the City shall have the right to use the theater and lobby for up to twelve (12) full days each fiscal year without charge, as long as the spaces have not already been committed to rental customers by SCC.

Executive Summary

Established in 1950, the Carmel Foundation has been a vital part of the community, dedicated to supporting older adults through programs that promote healthy aging, social connection, and lifelong learning. In addition to offering more than 60 classes and activities weekly, the Foundation also provides 49 affordable housing units for low-income seniors, helping residents age in place with dignity.

The Carmel Foundation has submitted a request for a free use day at the Sunset Center on Thursday, September 24, 2025, to host their Annual Meeting and 75th Anniversary Celebration. This special late afternoon event will honor the Foundation’s decades of service to the community and will be open to both Foundation members and the general public at no cost.

This event event will commemorate the Foundation’s 75 years of service and aims to bring together members and the broader community in celebration of this milestone. Offering free admission to all attendees underscores the Foundation’s commitment to inclusivity and community engagement.

The request letter from the Carmel Foundation is included as **Attachment 2.**

The Carmel Foundation has tentatively booked the theater and lobby for the requested date and will confirm

with Sunset Center should the Council authorize the free use day.

Recommendation

Staff recommends adopting the attached Resolution (**Attachment 1**) authorizing one (1) free use day of the Sunset Center Theater and Lobby for the Carmel Foundation's Annual Meeting and 75th Anniversary Celebration on September 24, 2025.

FISCAL IMPACT:

The revenue loss from waiving the Sunset Center rental fee is justified by the event's benefit to the community.

PRIOR CITY COUNCIL ACTION:

None for this action

ATTACHMENTS:

Attachment 1) Resolution 2025-043
Attachment 2) Letter from Carmel Foundation

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2025-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING ONE (1) FREE USE DAY OF THE SUNSET CULTURAL CENTER THEATER AND LOBBY FOR THE CARMEL FOUNDATION'S ANNUAL MEETING AND 75TH ANNIVERSARY CELEBRATION ON SEPTEMBER 24, 2025

WHEREAS, the City's Lease Agreement with Sunset Center Cultural Center (SCC), adopted on June 6, 2017, allows the City to use the Sunset Center theater, lobby, and dressing rooms for up to twelve (12) full days (designated in the Lease Agreement as "Free Theater Days") each fiscal year without charge; and

WHEREAS, the Carmel Foundation, a non-profit organization, has been a vital part of the community, dedicated to supporting older adults through programs that promote healthy aging, social connection, and lifelong learning, and provides 49 affordable housing units to low-income seniors; and

WHEREAS, the Carmel Foundation is requesting one (1) free use day of Sunset Center on Thursday, September 24, 2025, to host their Annual Meeting and 75th Anniversary Celebration; and

WHEREAS, this community event will commemorate the Foundation's 75 years of service to the community and will be open the public at no cost; and

WHEREAS, granting the Carmel Foundation one (1) Sunset Center Free Theater Day will result in significant savings in facility use fees for this organization.

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

Authorize the Carmel Foundation to utilize one (1) of the City's Sunset Center Free Theater Days in FY 2025-2026.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of June, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: ATTEST:

_____ _____

Dale Byrne, Mayor Nova Romero, MMC, City Clerk

The CARMEL FOUNDATION

April 18, 2025

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

Subject: Request for Free Use Day – Sunset Center, September 24, 2025

Dear Nova,

The Carmel Foundation respectfully requests a free use day at Sunset Center on Wednesday, September 24, 2025, for a special late afternoon event: our Annual Meeting and 75th Anniversary Celebration.

Founded on April 21, 1950, The Carmel Foundation has been dedicated to enhancing the lives of older adults through a wide range of programs that support healthy aging, lifelong learning, social connection, and community engagement. In addition to offering over 60 classes and activities each week, the Foundation provides low-income senior housing through 49 affordable units—supporting aging in place with dignity and community.

This event is free to all Carmel Foundation members, and in honor of our milestone anniversary, we are also inviting the public to attend at no charge. We hope the City will support our mission by granting use of Sunset Center for this celebratory and inclusive community event.

Thank you for considering our request. We would be honored to welcome you at the celebration!

Warm regards,

Kim Stemler
President and CEO
The Carmel Foundation

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

June 2, 2025
CONSENT AGENDA (Estimated time - 10 min)

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Javier Hernandez, Project Manager
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2025-044 authorizing the City Administrator to execute Amendment No. 1 to the construction contract with Coastal Paving & Excavating, Inc., for added construction services associated with the Drainage System Repairs Projects in the amount of $95,190.57.

RECOMMENDATION:

Adopt Resolution 2025-044 authorizing the City Administrator to execute Amendment No. 1 to the construction contract with Coastal Paving & Excavating, Inc., for added construction services associated with the Drainage System Repairs Projects in the amount of $95,190.57.

BACKGROUND/SUMMARY:

Staff requests approval of Amendment No. 1 in the amount of $95,190.57 to the construction contract with Coastal Paving & Excavating, Inc. for the Drainage System Repairs at 4 Locations Project. This amendment accounts for additional work resulting from unforeseen site conditions, emergency storm drain repairs, and a revised scope of work for Project #4 (Acacia Way/Flanders Way) which was previously deferred.

Project Background:

In September 2024, the City Council awarded a construction contract to Coastal Paving & Excavating, Inc. for priority storm drain improvements identified in the 2023 Storm Drain Master Plan Update. The initial contract included three locations (Projects #1–3), targeting areas with recurrent flooding by upgrading drainage infrastructure.

Project #4 (Acacia Way) was included in the bid documents as an alternate due to its persistent drainage issues. However, it was not included in the original budget award due to budget constraints and higher-than-expected bids. (Refer to **Attachment 3:Staff Report September 2024** for details on the bidding process and project descriptions.)

Amendment No. 1 - Justification and Scope:

Following the start of construction, several unforeseen site conditions and changes in project requirements necessitated additional work. At Project #2 (Lincoln/Second Avenues),Coastal Paving discovered discrepancies between the surveyed and actual storm drain alignments. These differences required additional potholing and revisions to the construction plans to address unanticipated utility conflicts. Around the same time, a storm drain pipe failed at the intersection of Second Avenue and Mission Street, requiring immediate emergency repairs, which were completed by the contractor.

At Project #1 (Eleventh Avenue), field assessments revealed that the pavement was in significantly worse condition than originally estimated. As a result, the reconstruction limits were expanded to include additional failed pavement areas. In addition, drop manholes were installed due to the depth of the new pipeline. However, the City realized some cost savings because a section of the storm drain did not require concrete encasement, and the existing soil was found to have adequate structural integrity, eliminating the need for drain rock bedding.

For Project #4 (Acacia Way), City staff met with local residents to explore alternatives to the originally proposed headwall and subsurface drainage improvements. Based on these discussions, a revised scope was developed that eliminates the need for underground infrastructure. The new plan focuses on restoring surface drainage functionality by repaving the failed section of roadway and installing asphalt berms to direct runoff. This approach is more cost-effective and is expected to reduce project costs by approximately $35,800 compared to the original design.

Currently, the project is about 60% complete, and the remaining contingency from the original 10% ($116,835) has been reduced to approximately $36,102.43. Work has recently started at Project #3 (Santa Fe Street), where early potholing revealed potential construction challenges, including utility conflicts and granite rock formations. These may require additional resources to resolve.

Additionally, staff has identified an emerging drainage issue along North San Antonio Avenue, where subgrade failure and ponding have been observed. If funds remain after addressing the above changes, this location may be addressed under the existing contract.

Attachment #4 – Change Order No. 1

During the design phase of **Project #2**, the existing storm drain alignment was surveyed. However, once construction began, it was discovered that the actual alignment had been modified, likely to avoid utility conflicts. As a result, Coastal Paving was required to perform additional potholing, which led to the necessary design revisions outlined in **Attachment #4**. Additionally, the City experienced a storm drain pipe failure at the intersection of **Second Avenue and Mission Street**, and Coastal Paving & Excavating responded promptly to complete the emergency repairs.

Contract Change Order No. 01						Original Contract + $:	$ 1,168,350.00
Project Number		Description	Bid Qty	Actual Qty	Unit Price	+ / -	Total
2		Install 24" PVC PS 115 Storm Drain, including 2-24"x24"x12" tee fittings (Additional Cost Due to Additional Depth)	270	270	$107.38		$ 28,992.00
2		Construct Storm Drain Manhole (Additional Cost Due to Added Depth)	3	2	$2,250.00		$ 4,500.00
2		Additional Potholing	0	1	$12,265.57		$ 12,265.57
		Emergency Storm Drain Repair (20LF of 18" SD)	0	1	$11,000.00		$ 11,000.00
Total of this Contract Change Order (CCO):							$ 56,757.57
Total CCO approved to date:							
Total CCO approved plus this CCO:							$ 56,757.57
Total project cost to date:							$ 1,225,107.57

Attachment #5 – Change Order No. 2

Change Order No. 2 pertains to construction activities at **Project #1** and reflects an expansion of the reconstruction limits due to the deteriorated condition of the existing asphalt. The scope was expanded to include additional failed asphalt areas and required the installation of drop manholes due to the depth of excavation. The City was able to recover a portion of the associated costs, as detailed in the table below. This cost savings resulted from two factors: a section of the storm drain did not require concrete encasement, and the existing soil was determined to have sufficient structural integrity, eliminating the need for drain rock bedding.

Contract Change Order No. 2						Original Contract + $:	$ 1,168,350.00
Project Number		Description	Bid Qty	Actual Qty	Unit Price	+ / -	Total
1		Construct Storm Drain Drop Manhole	2	3	$11,000.00		$ 11,000.00
1		Install 18" PVC PS 115 Storm Drain Concrete Encased	60	30	$475.00		$ (14,250.00)
1		Install 18"PVC PS 115 Storm Drain	165	195	$320.00		$ 9,600.00
1		Remove, Re-grade & Re-pave area adjacent to new drop catch basin, including raising AC berm at Carmelo & 11th	700	1459	$25.00		$ 18,975.00
1		Permeable drain rock bedding, if necessary	10	0	$135.00		$ (1,350.00)
Total of this Contract Change Order (CCO):							$ 23,975.00
Total CCO approved to date:							$ 56,757.57
Total CCO approved plus this CCO:							$ 80,732.57
Total project cost to date:							$ 1,249,082.57

Attachment #6 –Revised Approach for Project #4 – Acacia Way

City staff met with residents of the Acacia Way neighborhood to develop a streamlined approach for repairing the failed section of roadway. The initial proposal involved the replacement of storm drain facilities. However, following several meetings, it was determined that a more efficient and cost-effective solution would be to restore surface access by reinstalling asphalt paving, including the addition of asphalt berms along the edge. This revised approach will replace the originally proposed Project #4 and is expected to result in cost savings of approximately $33,524. The work will proceed upon approval of the contract amendment.

While the project included a 10% contingency budget of $116,835, construction is currently approximately 60% complete, leaving a remaining contingency balance of $36,102.43 for Project #3. As work has only recently begun at this location, exploratory potholing has revealed conflicts with existing gas and water utilities, as well as granite rock formations. These unforeseen conditions present a potential for additional costs as construction progresses.

The requested contract amendment would provide the flexibility to continue with the planned scope for Project #3 while also allocating funds for the revised work associated with Project #4. In addition, staff has identified other areas in need of repair that could be addressed under this contract. One such location is described in **Attachment #7**, along North San Antonio Avenue, where early signs of subgrade failure and ponding during light to moderate rain events have been observed.

Environmental Determination:

The Santa Fe Street and Lincoln Street projects were determined to be exempt from CEQA under Sections 15301(b), 15303(d), and 15061(b)(3), as they involve minor improvements to existing infrastructure with no significant environmental impact. Notices of Exemption were filed accordingly.

The Eleventh Avenue and Acacia Way projects are not subject to CEQA, as they do not meet the definition of a project under Public Resources Code Section 21065.

FISCAL IMPACT:

In June 2024, Council adopted the CIP Budget for FY 2024/2025 which included $1,218,000 for this Project in CIP Account Number 301-311-00-43008. Council also approved a separate CIP Contingency Fund of $400,000 for any CIP project that may need additional funds to proceed into construction.

The total estimated cost for this Project in the current FY, including the cost for the proposed construction contract with a 10% contingency and Amendment No. 1 of $1,392,775.57, are listed below.

No.	Company	Services	Cost
1	Neill Engineers	Design Support During Construction	$6,400
2	Denise Duffy & Associates	CEQA Environmental Reviews	6,000
3	Coastal Paving & Excavating	Construction – Base Bid (Projects #1, 2, 3)	1,168,350
4	Coastal Paving & Excavating	10% Contingency for Unforeseen Conditions	116,835
5	Coastal Paving & Excavating	Contract Amendment No. 1	95,190.57
		Total	**$1,392,775.57**

The total estimated Project cost would expend all of the $1,218,000 CIP Budget appropriated for this Project. The balance required to award Amendment No. 1 is $95,190.57 is available from the $400,000 CIP Contingency Fund which has a current balance of $292,335. This reallocation would reduce the Contingency Fund down to $197,144.43 for any future needs this FY.

PRIOR CITY COUNCIL ACTION:

In July 2023, Council adopted Resolution 2023-072 approving an Amendment to the Professional Services Agreement with Neill Engineers, Corp., in the amount of $159,100, to prepare design plans for four drainage improvement projects.

In June 2024, Council adopted Resolution 2024-047 adopting the FY 2024/25 CIP Budget which appropriated $1,218,000 for construction of the Drainage System Repairs at 4 Locations Project plus $400,000 as a separate CIP Contingency Fund.

In December 2024, Council adopted Resolution 2024-098 authorizing the City Administrator to execute a construction contract with Coastal Paving & Excavating, Inc., in an amount, including contingency, of $1,285,185, for Projects #1, 2, and 3 of the Drainage System Repairs Projects.

ATTACHMENTS:

Attachment 1) Resolution 2025-044
Attachment 2) Amendment No.1
Attachment 3) Staff Report_2024_12_3
Attachment 4) Change Order No.1
Attachment 5) Change Order No.2
Attachment 6) Acacia Way Proposal
Attachment 7) N. San Antonio Ave Proposal

Attachment 1

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2025-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 1 TO THE CONSTRUCTION CONTRACT WITH COASTAL PAVING & EXCAVATING, INC. FOR ADDED CONSTRUCTION SERVICES ASSOCIATED WITH THE DRAINAGE REPAIRS PROJECTS IN THE AMOUNT OF $95,190.57.

WHEREAS, in July 2023, Council adopted Resolution 2023-072 approving an Amendment to the Professional Services Agreement with Neill Engineers, Corp., in the amount of $159,100, to prepare design plans for four drainage improvement projects; and

WHEREAS, in June 2024, Council adopted Resolution 2024-047 adopting the FY 2024/25 CIP Budget which appropriated $1,218,000 for construction of the Drainage System Repairs at 4 Locations Project plus $400,000 as a separate CIP Contingency Fund.; and

WHEREAS, in December 2024, Council adopted Resolution 2024-098 authorizing the City Administrator to execute a construction contract with Coastal Paving & Excavating, Inc., in an amount, including contingency, of $1,285,185, for Projects #1, 2, and 3 of the Drainage System Repairs Projects; and

WHEREAS, Amendment No. 1 to the Agreement for Contractor Services with Coastal Paving & Excavating, Inc. for added construction services associated with the Drainage System Repairs Project; and

WHEREAS, per Amendment No. 1, a budget of $95,190.57 is included for payment to Coastal Paving & Excavating Inc. for additional work required due to unforeseen site conditions encountered during excavation, as well as emergency storm drain repairs on a failed storm drain pipeline; and

WHEREAS, the original Agreement for Contractor Services in the amount of $1,285,185, together with Amendment No. 1 in the amount of $95,190.57, results in a total contract value of $1,380,375.57; and

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

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

Authorize the City Administrator to execute Amendment No. 1 to the Agreement for Contractor Services with Coastal Paving & Excavating, Inc. for added construction services associated with the Drainage System Repairs Projects in the amount of $95,190.57.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of June, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dale Byrne, Mayor

ATTEST:

Nova Romero, MMC, City Clerk

Attachment 2

AMENDMENT NO. 1 TO AGREEMENT # PWD-COASTALPAVING-215-24-25

AGREEMENT FOR CONSTRUCTION SERVICES FOR FY 2023/24 STORM DRAIN IMPROVEMENT PROJECTS

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea** and **Coastal Paving & Excavating, Inc.,** parties to Agreement #PWD-COASTALPAVING-215-24-25 (the "Agreement") executed on January 06, 2025.

2. The Agreement is amended as follows:

a. Section 1, Services, is amended to include the following engineering and constructions support services and related services during Fiscal Year 2024/25, as described in the Change Orders #1 and #2 and extra work estimate #3558 in Exhibit A.1:

Change Order #1 - Project Location #2 (2nd Avenue and Lincoln Street)
- Installation of 24" PVC PS 115 Storm Drain at added depth
- Construction of Storm Drain Manholes at added depth
- Additional Potholing
- Emergency Storm Drain Repair (Mission St. and 2nd Ave.)

Change Order #2 - Project Location #1 (11th Avenue)
- Construction of Storm Drain Drop Manholes
- Installation of 18" PVC PS 115 Storm Drain Concrete Encased
- Installation of 18" PVC PS 115 Storm Drain
- Remove, Re-Grade & Re-pave area adjacent to new drop catch basin, including raising AC berm at Carmelo & 11th
- Permeable drain rock bedding, if necessary

Estimate #3558 Asphalt Work at Acacia Way
- Prepare site including clearing and re-grading shoulder
- Install hot mix asphalt patching
- Install Hand Rolled Berm

b. Section 2, Compensation, of the Agreement is amended and restated as follows:

Subject to any limitations set forth in this Agreement, the City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, fees as set forth in Contractor's Fee Schedule (Exhibit "B.1"), in a total amount not-to-exceed Ninety-two thousand, nine hundred fourteen dollars and fifty-seven cents ($92,914.57) for services performed in Fiscal Year 2024/25. Therefore, the "Maximum Authorized Expenditure" under this Agreement, including Amendment No. 1, is One million, three hundred ninety thousand, four hundred ninety-nine dollars and fifty-seven cents ($1,390,499.57).

c. Section 3, Agreement Term, of the Agreement is amended and restated as follows:

The work under this Agreement will commence by June 9, 2025 and must be completed by July 31, 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.

Contractor will perform Amendment No. 1 services in a timely manner and in accordance with the Project Schedule for Fiscal Year 2024/25 in Exhibit B.1.

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

4. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Amendment and to bind the parties to the performance of its obligations.

5. This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

6. If any term, condition, or covenant of this Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Amendment will not be affected and the Amendment will be read and construed without the invalid, void or unenforceable provision.

CONSULTANT:

By: _____ Date: _____

CITY:

By: _____ Date: _____
Chip Rerig, City Administrator

ATTEST:

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

Exhibit A.1

Attachment 2

City of Carmel-by-the-Sea
Public Works
P.O. Box CC
1Carmel-by-the-Sea, CA 93921

Date: **4/10/2025**

CONTRACT CHANGE ORDER NO. 1

Project: FY 2023/24 Storm Drain Improvement Projects

Contractor: Coastal Paving & Excavating, Inc. Agreement No:PWD-COASTALPAVING-215-24-25

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

Contract Change Order **Original Contract + $:** $ 1,168,350.00

Item No.		Description	Bid Qty	Actual Qty	Unit Price	+ / -	Total
6		Install 24" PVC PS 115 Storm Drain, including 2-24"x24"x12" tee fittings (Additional Cost Due to Additional Depth)	270	270	$107.38		$ 28,992.00
14		Construct Storm Drain Manhole (Additional Cost Due to Added Depth)	3	2	$2,250.00		$ 4,500.00
							$ -
T&M01		Additional Potholing	0	1	$12,265.57		$ 12,265.57
T&M02		Emergency Storm Drain Repair (20LF of 18" SD)	0	1	$11,000.00		$ 11,000.00

Total of this Contract Change Order (CCO): $ 56,757.57

Total CCO approved to date:

Total CCO approved plus this CCO: $ 56,757.57

Total project cost to date: $ 1,225,107.57

Reason for Change:

Added cost associated with difference in site conditions and addition of an emergency repair to failing SD not associate with this project.

Time Extension:	**Total Extension Time:**	**Original Completion Date:**	**Revised Completion Date:**
CD/WD	CD/WD		

This change order hereby amends the Contract, and all Contract provisions will apply hereto. This Change Order will become effective when approved by the authorized City representative. By signing the Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all direct and indirect costs, schedule modification, extended overhead costs, all other fees, and cumulative impact on all other work under the Contract. Signing of the Change Order constitutes a full mutual accord and satisfaction for the changes, and the time and/or cost adjustment.

Recommended By: Javier Hernandez Date: 4/10/25

Title: Project Manager

Accepted by Contractor: Michael Melicia Date:

Title: President

Approved by City: Javier Hernandez Date:

Title: Project Manager

Carmel-by-the-Sea

Attachment 2

Javier Hernandez <jhernandez@ci.carmel.ca.us>

FY 2023/2024 Storm Drain Improvement Projects - CPEX Job #2599

11 messages

Victor Davi <victor@coastalpavingex.com> Fri, Mar 21, 2025 at 11:11 AM
To: Javier Hernandez <jhernandez@ci.carmel.ca.us>, Casey Kenyon <casey@coastalpavingex.com>, Michael Melicia <michael@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Javier,

In accordance with our site meeting yesterday regarding the additional depth we have had to navigate through due to utility conflicts and other issues, Coastal Paving & Excavating is requesting a contract change order to compensate for the impacts on our operation for the work on Line 'A' on Lincoln Street:

Bid Item 6	270 LF	$550.00 / LF	$148,500
Actual Cost	270 LF	$736.00 / LF	$198,720

Additional Cost = $50,220

As I mentioned, we have identified several potential offsets included in our estimate that will help in the reduction of this cost overrun:

Bid Item 20 - Slurry cement backfill	< $ 3,200 >
In Bid Item - Potholing	< $ 9,618 >
In Bid Item - Rock Contingency $	< $ 11,290 >
Offset Total:	< $ 21,228 >

Net Change Order Request: **$ 28,992.00**

Please review this information and let me know if you have any questions.
--

Victor Davi
Senior Estimator | **CPEX**
Monterey Office: 831- 646-2099
Cell: 831-901-0072
w: coastalpavingex.com
e: Victor@coastalpavingex.com

Javier Hernandez <jhernandez@ci.carmel.ca.us> Mon, Mar 24, 2025 at 10:21 AM
To: Victor Davi <victor@coastalpavingex.com>
Cc: Casey Kenyon <casey@coastalpavingex.com>, Michael Melicia <michael@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Victor,

Thank you for sending this over, this doesn't account for the extra on the initial potholing correct? Also, would this put us through the manhole construction on second and lincoln?

Thanks again for working with us on this.
[Quoted text hidden]
--

Javier Hernandez, PM
jhernandez@ci.carmel.ca.us

O: 831-427-7665
C: 831-975-1939

Attachment 2

Victor Davi <victor@coastalpavingex.com> Mon, Mar 24, 2025 at 1:36 PM
To: Javier Hernandez <jhernandez@ci.carmel.ca.us>, Michael Melicia <michael@coastalpavingex.com>, Casey Kenyon <casey@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Javier,

This does not account for the initial potholing and/or the impacts to manholes and catch basins.
The MH's will be deeper but I believe we can maintain the CB depths.
[Quoted text hidden]

Javier Hernandez <jhernandez@ci.carmel.ca.us> Mon, Mar 24, 2025 at 2:01 PM
To: Victor Davi <victor@coastalpavingex.com>
Cc: Michael Melicia <michael@coastalpavingex.com>, Casey Kenyon <casey@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Victor,

If we can make this number work for the effects of the deeper excavation, I can start drafting up the change order to include this and the initial potholing along with the emergency SD work? Please let me know, otherwise we can wait and discuss upon completion of the manhole work?

Thank you
[Quoted text hidden]

Victor Davi <victor@coastalpavingex.com> Mon, Mar 24, 2025 at 2:04 PM
To: Javier Hernandez <jhernandez@ci.carmel.ca.us>
Cc: Michael Melicia <michael@coastalpavingex.com>, Casey Kenyon <casey@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Javier,

Let me discuss this with the field and get back to you.
[Quoted text hidden]

Victor Davi <victor@coastalpavingex.com> Tue, Mar 25, 2025 at 2:15 PM
To: Javier Hernandez <jhernandez@ci.carmel.ca.us>
Cc: Michael Melicia <michael@coastalpavingex.com>, Casey Kenyon <casey@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Javier,

The added cost for deepened manholes #2 & #3 on Lincoln Street is $2,250/EA - $4,500 total.
Let me know if you have any questions, or need additional information.
[Quoted text hidden]

Javier Hernandez <jhernandez@ci.carmel.ca.us> Wed, Mar 26, 2025 at 6:53 AM
To: Victor Davi <victor@coastalpavingex.com>
Cc: Michael Melicia <michael@coastalpavingex.com>, Casey Kenyon <casey@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Victor,

Thank you for this information,

Casey, I have a check in with Cheyenne mainly to go over billing, I think the thought is that we issue one change order to cover the majority of these costs. I would suggest we break them up into the three phases/sites and approach it that way.

Attachment 2

Cheyenne, I think we will cancel today's meeting which will give me time to go out in the field and confirm some quantities for myself. I'm open to suggestions,

Thank you
[Quoted text hidden]

Casey Kenyon <casey@coastalpavingex.com> Wed, Mar 26, 2025 at 6:58 AM
To: Javier Hernandez <jhernandez@ci.carmel.ca.us>
Cc: Victor Davi <victor@coastalpavingex.com>, Michael Melicia <michael@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Ok thank you Javier. We are currently not on site. Chris is still out and I can't man the site without him but can be available if you would like to meet let me know. Thank you.

Casey Kenyon
Superintendent | **CPEX**
Monterey Office: 831- 646-2099
Salinas Office: 831-646-3100
w: coastalpavingex.com
e: Casey@coastalpavingex.com

[Quoted text hidden]

Javier Hernandez <jhernandez@ci.carmel.ca.us> Wed, Mar 26, 2025 at 7:11 AM
To: Casey Kenyon <casey@coastalpavingex.com>
Cc: Victor Davi <victor@coastalpavingex.com>, Michael Melicia <michael@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Casey,

Thank you for the update, I will begin drafting up the change order upon my visit, that being said, I will have a draft ready for review upon completion of the construction at the 2nd and Lincoln site. When do we have formwork for concrete scheduled for, is that what comes next? I want to make sure I'm available to review that phase of the project.

Thank you
[Quoted text hidden]

Cheyenne Reynolds <cheyenne@coastalpavingex.com> Wed, Mar 26, 2025 at 9:49 AM
To: Javier Hernandez <jhernandez@ci.carmel.ca.us>
Cc: Casey Kenyon <casey@coastalpavingex.com>, Victor Davi <victor@coastalpavingex.com>, Michael Melicia <michael@coastalpavingex.com>

Javier,
Just let me know what works best for you.
Thank you,

Attachment 2

[Quoted text hidden]

Javier Hernandez <jhernandez@ci.carmel.ca.us> Wed, Mar 26, 2025 at 10:03 AM
To: Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Cheyenne,

Let's skip today's meeting, I have a ton of backlog and would like to get out to the site today as well. If you could just provide me with schedule updates as you generate them that would be great. I published the last schedule, so I'm sure I'm going to get calls once the neighbors see you're still out there come April 7th.

Thank you
[Quoted text hidden]

Carmel-by-the-Sea

Attachment 2

Javier Hernandez <jhernandez@ci.carmel.ca.us>

FY 2023/2024 Storm Drain Improvement Projects - CPEX Job #2599

Victor Davi <victor@coastalpavingex.com> Tue, Mar 25, 2025 at 2:15 PM
To: Javier Hernandez <jhernandez@ci.carmel.ca.us>
Cc: Michael Melicia <michael@coastalpavingex.com>, Casey Kenyon <casey@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Javier,

The added cost for deepened manholes #2 & #3 on Lincoln Street is $2,250/EA - $4,500 total.
Let me know if you have any questions, or need additional information.
[Quoted text hidden]

FORCE ACCOUNT BILLING INFORMATION

NAME: CARMEL STORM DRAIN PROJECTS 23/24

ADDRESS: LINCOLN STREET

CITY/STATE/ZIP: CARMEL, CA

PHONE

Coastal Paving & Excavating

DATE PERFORMED: FEBRUARY 11, 2025

CONTRACTOR JOB NO.: 2599

DIRECTOR OF PERFORMANCE: JAVIER HERNANDEZ

WORK DESCRIPTION: POTHOLE FOR 24" STORM DRAIN - STORM DRAIN NOT PER PLAN

EQUIPMENT	Hours	Hourly Rate	Extended Amount
SERVICE TRUCK	4.0	$41.96	$167.84
BOBTAIL			$0.00
LEE BOY PAVER			$0.00
SMOOTH DRUM ROLLER			$0.00
SKID STEER			$0.00
JD-85 EXCAVATOR			$0.00
JD-50 EXCAVATOR			$0.00
JD-35 EXCAVATOR			$0.00
SHEEP FOOT			$0.00
SKIP LOADER			$0.00
VAC TRUCK & TRAILER	4.0	$325.00	$1,300.00
PRO PAVER			$0.00
BACKHOE			$0.00
HEAVY HAUL TRAILER			$0.00
LIGHT TOWER			$0.00
TOWABLE COMPRESSOR			$0.00
DUMP TRAILER			$0.00
SUPER-DUMP TRUCK			$0.00
			$0.00
EQUIPMENT TOTAL			**$1,467.84**

MATERIAL/SPECIALIST	No. Units	Unit Cost	Total
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
MATERIALS TOTAL			$0.00

YARD STOCK	QUANITY	UNIT PRICE	TOTAL
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
YARD STOCK TOTAL			$0.00

LABOR		HOURS	RATE	TOTAL
	DT			$0.00
	OT			$0.00
CHRIS PERKINS	REG	4.00	$94.91	$379.64
	DT			$0.00
	OT			$0.00
GREG GARNETT	REG	4.00	$65.89	$263.56
	DT			$0.00
	OT			$0.00
JUSTIN CLARK	REG	4.00	$65.89	$263.56
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	RG			$0.00
	Subtotal			**$906.76**
	Labor Surcharge		**9%**	$81.61
	Labor Surcharge (OT)			
	Total Cost of Labor			$988.37
	Markup On Labor		**35%**	$345.93
	Markup On Equipment, Materials & Work		**15%**	$220.18
	Total			**$3,022.31**

Accepted by Owner:

Name:

Date

JOB LOCATION: Chris Perkins 2nd + Lincoln

COASTAL JOB #: 2599

DATE PERFORMED: 2/11/25

Coastal Paving & Excavating

Phone Number 831-646-209
24560 Silver Cloud Ct. Suite
Monterey, Ca. 93940

EQUIPMENT	QUANITY	JOB RATE	TOTAL
SERVICE TRUCK	1		
COBTAIL			
EE BOY PAVER			
RO PAVER			
MOOTH DRUM ROLLER			
KID STEER			
)-Mini EXCAVATOR 35 / 50			
)-Mid EXCAVATOR			
dip Loader			
HEEP FOOT			
ubber Tire Roller			
ACKHOE			
AC TRAILER			
EAVY HAUL TRAILER			
GHT TOWER			
OWABLE COMPRESSOR			
UMP TRAILER			
) wheeler			
egular Trailer			
row Board			
EQUIPMENT TOTAL			

MATERIAL/SPECIALIST/RENTALS	INVOICE TAG	UNIT/UNIT PRICE	TOTAL
Pink F650			
Pink Vac Trailer			
MARK UP %			
MATERIALS TOTAL			

YARD STOCK	QUANITY	UNIT PRICE	TOTAL
MARK UP %			
YARD STOCK TOTAL			

LABOR		HOURS	RATE	TOTAL
Chris P Foreman L3	DT			
	OT			
	REG	4		
Justin C L3	DT			
	OT			
	REG	4		
Greg G L3	DT			
	OT			
	REG	4		
	DT			
	OT			
	REG			
	DT			
	OT			
	REG			
	DT			
	OT			
	REG			
	DT			
	OT			
	REG			
	DT			
	OT			
	REG			
	DT			
	OT			
	RG			
		HOURS TOTAL		
		TOTAL		

Work Authorized By:

CONTRACTORS REPRESENTATIVE

OWNER/AGENT SIGNATURE

DESCRIPTION OF WORK 24" Storm drain Pot hole

FORCE ACCOUNT BILLING INFORMATION

NAME: CARMEL STORM DRAIN PROJECTS 23/24

ADDRESS: LINCOLN STREET

CITY/STATE/ZIP: CARMEL, CA

PHONE

Coastal Paving & Excavating

DATE PERFORMED: FEBRUARY 10, 2025

CONTRACTOR JOB NO.: 2599

DIRECTOR OF PERFORMANCE: JAVIER HERNANDEZ

WORK DESCRIPTION: POTHOLE FOR 24" STORM DRAIN - STORM DRAIN NOT PER PLAN

EQUIPMENT	Hours	Hourly Rate	Extended Amount
SERVICE TRUCK	16.0	$41.96	$671.36
BOBTAIL			$0.00
LEE BOY PAVER			$0.00
SMOOTH DRUM ROLLER			$0.00
SKID STEER			$0.00
JD-85 EXCAVATOR			$0.00
JD-50 EXCAVATOR			$0.00
JD-35 EXCAVATOR			$0.00
SHEEP FOOT			$0.00
SKIP LOADER			$0.00
VAC TRUCK & TRAILER	8.0	$325.00	$2,600.00
PRO PAVER			$0.00
BACKHOE			$0.00
HEAVY HAUL TRAILER			$0.00
LIGHT TOWER			$0.00
TOWABLE COMPRESSOR			$0.00
DUMP TRAILER			$0.00
SUPER-DUMP TRUCK			$0.00
			$0.00
EQUIPMENT TOTAL			**$3,271.36**

MATERIAL/SPECIALIST	No. Units	Unit Cost	Total
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
MATERIALS TOTAL			$0.00

YARD STOCK	QUANITY	UNIT PRICE	TOTAL
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
YARD STOCK TOTAL			$0.00

LABOR		HOURS	RATE	TOTAL
	DT			$0.00
	OT			$0.00
CHRIS PERKINS	REG	8.00	$94.91	$759.28
	DT			$0.00
	OT			$0.00
ROBERT ZIEMINSKI	REG	8.00	$65.89	$527.12
	DT			$0.00
	OT			$0.00
JUSTIN CLARK	REG	8.00	$65.89	$527.12
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	RG			$0.00
			Subtotal	**$1,813.52**
			Labor Surcharge	**9%** $163.22
			Labor Surcharge (OT)	
			Total Cost of Labor	$1,976.74
			Markup On Labor	**35%** $691.86
			Markup On Equipment, Materials & Work	**15%** $490.70
			Total	**$6,430.66**

Accepted by Owner:

Name:

Date

JSTOMER FOREMAN: Chris Perkins
JB LOCATION: 2nd + Lincoln
DASTAL JOB #: 2599
ATE PERFORMED: 2/10/25

Coastal Paving & Excavating

Phone Number 831-646-209
24560 Silver Cloud Ct. Suite
Monterey, Ca. 93940

QUIPMENT	QUANITY	JOB RATE	TOTAL
ERVICE TRUCK	2		
OBTAIL			
E BOY PAVER			
RO PAVER			
MOOTH DRUM ROLLER			
KID STEER			
-Mini EXCAVATOR 35 / 50			
-Mid EXCAVATOR			
dp Loader			
HEEP FOOT			
ubber Tire Roller			
ACKHOE			
AC TRAILER			
EAVY HAUL TRAILER			
GHT TOWER			
OWABLE COMPRESSOR			
UMP TRAILER			
wheeler			
gular Trailer			
row Board			
EQUIPMENT TOTAL			

ATERIAL/SPECIALIST/RENTALS	INVOICE TAG	UNIT/UNIT PRICE	TOTAL
Pink F650			
Pink Vac trailer			
MARK UP %			
MATERIALS TOTAL			

RD STOCK	QUANITY	UNIT PRICE	TOTAL
MARK UP %			
YARD STOCK TOTAL			

LABOR		HOURS	RATE	TOTAL
Chris P foreman L3	DT			
	OT			
	REG	8		
Bobby Z L3	DT			
	OT			
	REG	8		
Justin C L3	DT			
	OT			
	REG	8		
	DT			
	OT			
	REG			
	DT			
	OT			
	REG			
	DT			
	OT			
	REG			
	DT			
	OT			
	REG			
	DT			
	OT			
	REG			
	DT			
	OT			
	REG			
	DT			
	OT			
	RG			
		HOURS TOTAL		
		TOTAL		

Work Authorized By:

CONTRACTORS REPRESENTATIVE

OWNER/AGENT SIGNATURE

DESCRIPTION OF WORK Pot hole for Storm 24" pipe
Storm drain Location not to plan

FORCE ACCOUNT BILLING INFORMATION

NAME: CARMEL STORM DRAIN PROJECTS 23/24

ADDRESS: LINCOLN STREET

CITY/STATE/ZIP: CARMEL, CA

PHONE

Coastal Paving & Excavating

DATE PERFORMED: FEBRUARY 7, 2025

CONTRACTOR JOB NO.: 2599

DIRECTOR OF PERFORMANCE: JAVIER HERNANDEZ

WORK DESCRIPTION: POTHOLE FOR 24" STORM DRAIN, PER PLAN

EQUIPMENT	Hours	Hourly Rate	Extended Amount
SERVICE TRUCK	5.0	$41.96	$209.80
BOBTAIL			$0.00
LEE BOY PAVER			$0.00
SMOOTH DRUM ROLLER			$0.00
SKID STEER			$0.00
JD-85 EXCAVATOR			$0.00
JD-50 EXCAVATOR			$0.00
JD-35 EXCAVATOR			$0.00
SHEEP FOOT			$0.00
SKIP LOADER			$0.00
VAC TRUCK & TRAILER	4.0	$325.00	$1,300.00
PRO PAVER			$0.00
BACKHOE			$0.00
HEAVY HAUL TRAILER			$0.00
LIGHT TOWER			$0.00
TOWABLE COMPRESSOR			$0.00
DUMP TRAILER			$0.00
SUPER-DUMP TRUCK			$0.00
			$0.00
EQUIPMENT TOTAL			**$1,509.80**

MATERIAL/SPECIALIST	No. Units	Unit Cost	Total
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
MATERIALS TOTAL			$0.00

YARD STOCK	QUANITY	UNIT PRICE	TOTAL
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
YARD STOCK TOTAL			$0.00

LABOR		HOURS	RATE	TOTAL
	DT			$0.00
	OT			$0.00
CHRIS PERKINS	REG	2.50	$94.91	$237.28
	DT			$0.00
	OT			$0.00
GREG GARNETT	REG	2.50	$65.89	$164.73
	DT			$0.00
	OT			$0.00
JUSTIN CLARK	REG	2.50	$65.89	$164.73
	DT			$0.00
	OT			$0.00
ROBERT ZIEMINSKI	REG	2.50	$65.89	$164.73
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	RG			$0.00
			Subtotal	**$731.45**
			Labor Surcharge	**9%** $65.83
			Labor Surcharge (OT)	
			Total Cost of Labor	$797.28
			Markup On Labor	**35%** $279.05
			Markup On Equipment, Materials & Work	**15%** $226.47
			Total	**$2,812.60**

Accepted by Owner:

Name:

Date

STOMER FOREMAN: Chris Perkins
B LOCATION: 2nd + Lincoln
ASTAL JOB #: 2599
ATE PERFORMED: 2/7/24

Coastal Paving & Excavating

Phone Number 831-646-209
24560 Silver Cloud Ct. Suite
Monterey, Ca. 93940

QUIPMENT	QUANITY	JOB RATE	TOTAL
RVICE TRUCK	2		
OBTAIL			
E BOY PAVER			
O PAVER			
MOOTH DRUM ROLLER			
ID STEER			
-Mini EXCAVATOR 35 / 50			
-Mid EXCAVATOR			
ip Loader			
EEP FOOT			
bber Tire Roller			
CKHOE			
C TRAILER			
AVY HAUL TRAILER			
GHT TOWER			
WABLE COMPRESSOR			
MP TRAILER			
wheeler			
gular Trailer			
row Board			
EQUIPMENT TOTAL			

ATERIAL/SPECIALIST/RENTALS	INVOICE TAG	UNIT/UNIT PRICE	TOTAL
Pink F650			
Pink Vac trailer			
MARK UP %			
MATERIALS TOTAL			

RD STOCK	QUANITY	UNIT PRICE	TOTAL
MARK UP %			
YARD STOCK TOTAL			

LABOR			HOURS	RATE	TOTAL
Chris P	foreman L3	DT			
		OT			
		REG	2.5		
Bobby Z	L3	DT			
		OT			
		REG	2.5		
Greg G	L3	DT			
		OT			
		REG	2.5		
Justin	L3	DT			
		OT			
		REG	2.5		
		DT			
		OT			
		REG			
		DT			
		OT			
		REG			
		DT			
		OT			
		REG			
		DT			
		OT			
		REG			
		DT			
		OT			
		REG			
		DT			
		OT			
		RG			
			HOURS TOTAL		
			TOTAL		

Work Authorized By:

CONTRACTORS REPRESENTATIVE

OWNER/AGENT SIGNATURE

DESCRIPTION OF WORK Pot hole for 24" storm drain Per plan

Coastal Paving & Excavating Inc.
License #1021900

24560 Silver Cloud Court | 102 | Monterey, California 93940
8316462099 | coastalteam@coastalpavingex.com |
https://www.coastalpavingex.com/

RECIPIENT:

City of Carmel-by-the-Sea
FY 2023/2024 Storm Drain IImprovement Project
PO Box CC
Carmel-by-the-Sea, California 93921
Phone: (831) 427-7665

Estimate #3416

Sent on	02/18/2025
Total	**$11,000.00**

Product/Service	Description	Qty.	Unit Price	Total
Emergency Storm Drain Repair	Remove and replace 20 LF of 18" storm drain.	1	$11,000.00	$11,000.00

Total **$11,000.00**

This quote is valid for the next 30 days, after which values may be subject to change. We require a $1,000.00 non-refundable Deposit. Payment must be made before any work is scheduled. 50% of the contract value to be paid upon mobilization. The remaining balance will be billed upon completion or if in progress by the 5th of the following month.
Invoices to be paid within 10 days from the date of invoice. No retention to be held on payments.
*A CREDIT OF 1% WILL BE APPLIED TO PAYMENTS MADE WITHIN 5 DAYS OF INVOICE DATE.
*A LATE FEE OF 3% PER MONTH (36% PER ANNUM) WILL BE APPLIED TO PAST DUE BALANCES.
*A CREDIT CARD FEE OF 3% WILL BE APPLIED TO ALL CREDIT CARD PAYMENTS.

Job Specific Exclusions:

Additional Exclusions: Include but not limited to: Traffic control, Permits or Fees, survey, Testing, Import or export of any kind unless otherwise stated, Hard Rock Excavation, any handling of spoils or materials generated by others, adverse sub-surface conditions, drying of soils too wet for use, SWPPP plans, installing or maintaining BMP's, corrective action during and after a rain event, any excavation for or installation of underground utilities, damage to or repair of unmarked underground utilities, disposal of any soil or debris deemed Hazardous, temporary fencing, bonds, removal of parked cars, heavy cleaning or pressure washing, Priming oil stains, crack routing, disposal of any soil or debris deemed Hazardous, temporary fencing, any activity not specifically included in the above estimate.

We provide a standard 1-year workmanship warranty for all new installations. However, please note that there are no warranties for overlays and seal coat.

Signature: _____ **Date:** 2/24/25

Attachment 2

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

Date: **5/6/2025**

CONTRACT CHANGE ORDER NO. 2

Project: FY 2023/24 Storm Drain Improvement Projects

Contractor: Coastal Paving & Excavating, Inc. Agreement No:PWD-COASTALPAVING-215-24-25

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

Contract Change Order **Original Contract + $:** $ 1,168,350.00

Item No.		Description	Bid Qty	Actual Qty	Unit Price	+ / -	Total
B15		Construct Storm Drain Drop Manhole	2	3	$11,000.00		$ 11,000.00
B29		Install 18" PVC PS 115 Storm Drain Concrete Encased	60	30	$475.00		$ (14,250.00)
B30		Install 18"PVC PS 115 Storm Drain	165	195	$320.00		$ 9,600.00
B34		Remove, Re-grade & Re-pave area adjacent to new drop catch basin, including raising AC berm at Carmelo & 11th	700	1459	$25.00		$ 18,975.00
B36		Permeable drain rock bedding, if necessary	10	0	$135.00		$ (1,350.00)

Total of this Contract Change Order (CCO): $ 23,975.00

Total CCO approved to date: $ 56,757.57

Total CCO approved plus this CCO: $ 80,732.57

Total project cost to date: $ 1,249,082.57

Reason for Change:
Added cost associated with difference in site conditions, balance of work on 11th and Carmelo included in this Change Order

Time Extension: CD/WD **Total Extension Time:** CD/WD **Original Completion Date:** **Revised Completion Date:**

This change order hereby amends the Contract, and all Contract provisions will apply hereto. This Change Order will become effective when approved by the authorized City representative. By signing the Change Order, the Contractor acknowledges and agrees that the stipulated

Recommended By: _____ Date: 05/06/25

Title: Project Manager

Accepted by Contractor: Michael Melicia Date: 05/06/2025

Title: President

Approved by City: _____ Date: 05/06/25

Title: Project Manager

Coastal Paving & Excavating Inc.
License #1021900

24560 Silver Cloud Court | 102 | Monterey, California 93940
8316462099 | coastalteam@coastalpavingex.com |
https://www.coastalpavingex.com/

RECIPIENT:

City of Carmel-by-the-Sea

FY 2023/2024 Storm Drain IImprovement Project
PO Box CC
Carmel-by-the-Sea, California 93921
Phone: (831) 427-7665

Estimate #3558

Sent on	04/16/2025
Total	**$14,458.00**

Product/Service	Description	Qty.	Unit Price	Total
Asphalt Demo	Saw cut, remove and dispose of entire designated asphalt area. (525 SF)	1	$3,332.00	$3,332.00
Fine grading	Fine grade designated area including 5 tons of base rock and installation of 3 meter boxes. (525 SF)	1	$3,867.00	$3,867.00
Asphalt Patching	Install 3” of hot commercial grade asphalt to entire designated area and compact to finish. (525 SF)	1	$4,995.00	$4,995.00*
Install Hand Rolled Berm	Install hand rolled berm with hot mix asphalt. (80 LF)	1	$2,264.00	$2,264.00

* Non-taxable

Total **$14,458.00**

This quote is valid for the next 30 calendar days, after which all values may be subject to change. We require a deposit in the amount of $1,000.00 or an amount equal to 10% of the total contract value, whichever is less. This deposit shall be considered non-refundable and must be made before any work is scheduled. Customer agrees to provide payment in an amount equal to 50% of the remaining contract value to be paid upon mobilization. The remaining balance will be billed upon completion or if in progress by the 5th day of the following month. Invoices to be paid within 10 calendar days from the date of invoice. No retention to be held on payments.

*A CREDIT OF 1% WILL BE APPLIED TO PAYMENTS MADE WITHIN 5 DAYS OF INVOICE DATE.
*A LATE FEE OF 3% PER MONTH (36% PER ANNUM) WILL BE APPLIED TO PAST DUE BALANCES.
*A CREDIT CARD FEE OF 3% WILL BE APPLIED TO ALL CREDIT CARD PAYMENTS.

All work will be performed in compliance with all applicable California law and regulations. We will not be held responsible for delays due to weather, shipping, supply chains, or any other items beyond our control.

Any alterations or modifications to the scope of work will require a written change order signed by both parties.

Job Specific Exclusions:

Additional exclusions include, but are not limited to: traffic control, expenses related to permits or fees, inspections, surveys, staking, testing, import or export of any kind unless otherwise stated, hard rock excavation, any handling of spoils or materials generated by other third parties, adverse sub-surface conditions, drying of soils too wet for use, SWPPP plans, installing or maintaining BMP’s, corrective action during and after any inclement weather event, any excavation for or installation of underground utilities, damage to or repairs of unmarked underground utilities, disposal of any soil or debris deemed hazardous, temporary fencing, bonds, removal of parked cars, heavy cleaning or pressure washing of any areas, priming oil stains, crack routing, and any activity not specifically included in the above estimate.

Coastal Paving & Excavating Inc.
License #1021900

24560 Silver Cloud Court | 102 | Monterey, California 93940
8316462099 | coastalteam@coastalpavingex.com |
https://www.coastalpavingex.com/

We provide a standard 1-year workmanship warranty for all new installations. However, please note that there are no warranties for overlays and seal coat.

Signature: _____ **Date:** _____

Coastal Paving & Excavating Inc.
License #1021900

24560 Silver Cloud Court | 102 | Monterey, California 93940
8316462099 | coastalteam@coastalpavingex.com |
https://www.coastalpavingex.com/

RECIPIENT:

City of Carmel-by-the-Sea
FY 2023/2024 Storm Drain IImprovement Project
PO Box CC
Carmel-by-the-Sea, California 93921
Phone: (831) 427-7665

Estimate #3413

Sent on	02/17/2025
Total	**$27,721.60**

Product/Service	Description	Qty.	Unit Price	Total
Remove and Replace Section of Failing Road	Remove 3" Existing AC and 12" Existing base rock. Install imported class 2 base rock and compact to finish. Install 3" AC and compact.	560	$38.86	$21,761.60
AC Dike Replacement	Replace 40 LF of AC dike.	1	$2,960.00	$2,960.00
Traffic control	Standard Traffic control per MUTCD standards.	1	$3,000.00	$3,000.00*

* Non-taxable

Total **$27,721.60**

This quote is valid for the next 30 days, after which values may be subject to change. We require a $1,000.00 non-refundable Deposit. Payment must be made before any work is scheduled. 50% of the contract value to be paid upon mobilization. The remaining balance will be billed upon completion or if in progress by the 5th of the following month.
Invoices to be paid within 10 days from the date of invoice. No retention to be held on payments.
*A CREDIT OF 1% WILL BE APPLIED TO PAYMENTS MADE WITHIN 5 DAYS OF INVOICE DATE.
*A LATE FEE OF 3% PER MONTH (36% PER ANNUM) WILL BE APPLIED TO PAST DUE BALANCES.
*A CREDIT CARD FEE OF 3% WILL BE APPLIED TO ALL CREDIT CARD PAYMENTS.

Job Specific Exclusions:

Additional Exclusions: Include but not limited to: Traffic control, Permits or Fees, survey, Testing, Import or export of any kind unless otherwise stated, Hard Rock Excavation, any handling of spoils or materials generated by others, adverse sub-surface conditions, drying of soils too wet for use, SWPPP plans, installing or maintaining BMP's, corrective action during and after a rain event, any excavation for or installation of underground utilities, damage to or repair of unmarked underground utilities, disposal of any soil or debris deemed Hazardous, temporary fencing, bonds, removal of parked cars, heavy cleaning or pressure washing, Priming oil stains, crack routing, disposal of any soil or debris deemed Hazardous, temporary fencing, any activity not specifically included in the above estimate.

We provide a standard 1-year workmanship warranty for all new installations. However, please note that there are no warranties for overlays and seal coat.

Signature: _____ **Date:** _____

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS
FOR

FY 2023/2024 STORM DRAIN IMPROVEMENT PROJECTS
124PW-DRAINDE

(Non-)Mandatory Site Tour (or Pre-Bid Conference):
August 14, 2024, at 10:00AM

Bidder Questions Due by:
August 23, 2024

Responses to Bidder Questions to be Posted on City Website by:
August 30, 2024

Bid Submittal Due Date and Time:
September 5, 2024, at 2:00PM

Bids to be Publicly Opened Immediately after Bid Submittal Due Date and Time:
Carmel City Hall Council Chambers on the Eastside of Monte Verde Street between Ocean and 7th Avenues Carmel-by-the-Sea

REGISTERED PROFESSIONAL ENGINEER
SHERMAN W. LOW
No. 29411
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

Prepared by
City of Carmel-by-the-Sea
Department of Public Works
Junipero Avenue between Fourth and Fifth Avenue
Carmel-by-the-Sea, CA 93921
Website: http:/ci.carmel.ca.us

TECHNICAL SPECIFICATIONS PREPARED BY:

Sherman W. Low

Sherman W. Low, P.E.
Neill Engineer Corp.

DATE: 7/26/24

APPROVED FOR CONSTRUCTION:

Javier Hernandez
Project Manager

DATE: 7/26/24

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

FY 2023/2024 STORM DRAIN IMPROVEMENT PROJECTS
124PW-DRAINDE

TABLE OF CONTENTS

PART I: NOTICE TO CONTRACTORS 1
- SPECIFICATIONS AND BID FORMS 2
- (NON-)MANDATORY SITE TOUR (OR PRE-BID CONFERENCE) 2
- INQUIRIES 2
- PREVAILING WAGES 2
- BID BOND 3
- BID VALIDITY 4
- RESPONSIBLE BIDDER 4
- BID REJECTION 5
- UNBALANCED BID 5
- BIDDER PROTEST 5
- INTERPRETATION OF SPECIFICATIONS 6
- DEFINITIONS 6

PART II: 1

BID PROPOSAL 1
- BID SCHEDULE 2
- BASIS OF AWARD 5
- BID ITEM DESCRIPTIONS 5
- ANCILLARY ITEMS 6
- LUMP SUM PRICE BREAKDOWN 6
- BID CLARIFICATION 6
- DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS 7
- REFERENCES 8
- SUBCONTRACTOR'S LIST 9
- NONCOLLUSION DECLARATION 10
- DEBARMENT AND SUSPENSION CERTIFICATION 11
- BID BOND 12
- CERTIFICATION OF WORKERS' COMPENSATION INSURANCE 14

PART III: GENERAL PROVISIONS 1
- BIDDING 1
- JOB SITE AND DOCUMENT EXAMINATION 1
- BID DOCUMENT COMPLETION 1
- CONTRACT AWARD AND EXECUTION 1
- CONTRACT AWARD 1
- CONTRACT EXECUTION 1
- SCOPE OF WORK 2
- INTENT 2
- CHANGES AND EXTRA WORK 2
- CLEANUP 2

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

CONTROL OF WORK 3
CONTRACT COMPONENTS 3
AUTHORITY 3
ASSIGNMENT 3
SUBCONTRACTING 3
REPRESENTATIVE 4
EQUIPMENT 4
PROPERTY AND FACILITY PRESERVATION 4
POTENTIAL CLAIMS AND DISPUTE RESOLUTION 4
CONTRACTOR'S RESPONSIBILITY FOR WORK 5
EMPLOYEES 5
CONTROL OF MATERIALS 6
GENERAL 6
MATERIAL SOURCE 6
QUALITY 6
GUARANTEE 6
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC 7
LAWS 7
NONDISCRIMINATION 7
LOCAL BUSINESS POLICY 7
LABOR CODE 7
WAGES 8
CERTIFIED PAYROLL RECORDS 10
APPRENTICES 10
WORKING HOURS 10
OCCUPATIONAL SAFETY AND HEALTH STANDARDS 10
EXCAVATION SAFETY 10
PUBLIC CONVENIENCE AND PUBLIC SAFETY 11
WORKER'S COMPENSATION 11
RIGHT OF PROPERTY 12
PATENTS 12
INCREASED FORCE 12
LIABILITIES 12
PROSECUTION AND PROGRESS 12
GENERAL 12
SUSPENSIONS AND DELAYS 13
RIGHTS OF WAY 13
PAYMENT 13
GENERAL 13
PROGRESS PAYMENTS 14
PAYMENT AFTER CONTRACT ACCEPTANCE 14

PART IV: SPECIAL PROVISIONS 1
GENERAL 1
PLANS AND SPECIFICATIONS 2
CONTRACT BONDS 2
TIME LIMITS 3
LICENSES AND PERMITS 3

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

SITE INSPECTION 3
SUBMITTALS 3
PROTECTION OF PRIVATE PROPERTY 4
CONSTRUCTION QUALITY CONTROL 4
GUARANTEE 6
REGULATIONS 6
PUBLIC SAFETY AND PROTECTION OF THE WORK 7
INDEMNIFICATION AND HOLD HARMLESS 7
INSURANCE 8
MINIMUM SCOPE AND LIMITS OF INSURANCE 8
DEDUCTIBLES AND SELF-INSURED RETENTIONS 8
OTHER INSURANCE PROVISIONS 8
CLAIMS MADE POLICIES 9
RESOLUTION OF CONSTRUCTION CLAIMS – ALL CONTRACTOR CLAIMS 10
RESOLUTION OF CONSTRUCTION CLAIMS – CLAIMS UNDER $375,000 12
PRE-CONSTRUCTION CONFERENCE 13
LIQUIDATED DAMAGES 13
CONSTRUCTION PROCEDURE 14
TRAFFIC CONTROL 15
REMOVAL OF OBSTRUCTIONS 16
UNDERGROUND UTILITIES 17
UTILITY COMPANY COORDINATION 17
CONTRACT PLANS AND SPECIFICATIONS 17
DUST CONTROL 17
CONNECTION TO EXISTING UTILITIES 17
SANITARY FACILITIES 17
INSPECTION OF WORK 17
ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS 18
EROSION AND SEDIMENT CONTROL PLAN 18
BEST MANAGEMENT PRACTICES DURING CONSTRUCTION 18
POLLUTION PREVENTION EXPECTED OUTCOMES 20
TREE PROTECTION REQUIREMENTS 21
TECHNICAL SPECIFICATIONS 22

SECTION 15. - EXISTING FACILITIES 22

APPENDIX A: 1

BID FORMS FOR SUBMITTAL 1
BID COVER SHEET 2
BID PROPOSAL 3
BID SCHEDULE 4
DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS 7
REFERENCES 8
SUBCONTRACTOR'S LIST 9
NONCOLLUSION DECLARATION 10
DEBARMENT AND SUSPENSION CERTIFICATION 11
BID BOND 12
CERTIFICATION OF WORKERS' COMPENSATION INSURANCE 14

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

APPENDIX B: 1

SAMPLE CONTRACT, ... 1

PERFORMANCE BOND, ... 1

AND PAYMENT BOND 1

- **SAMPLE CONTRACT** 2
- **PERFORMANCE BOND** 12
- **PAYMENT (LABOR AND MATERIALS) BOND** 13

APPENDIX C: 1

CEQA CATEGORICAL EXEMPTION REPORT 1

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS

PART I: NOTICE TO CONTRACTORS

The City is requesting bids from firms interested in providing all equipment, material and labor for installation of various storm drain concrete structures, installation of storm drain pipes, and finish paving. The approximate location of the project elements are shown on the accompanied project plans titled "FY 2023/2024 Storm Drain Improvement Projects" prepared by Neill Engineers Corp.

This work includes but is not limited to:

Lincoln Street and 2nd Avenue: Trenching along Lincoln Street and 2nd Avenue for installation of approximately 400-LF of PVC piping, 300-LF of HDPE piping along with (8) concrete catch basins, and (5) storm drain manholes; grind and repave segments of Lincoln St. and Second Ave., restore existing rolled AC berm, and raise utility covers to new finish grade.

11th Avenue: Trenching along 11th Avenue for installation of approximately 225-LF of PVC piping, along with (1) concrete catch basins, and (1) storm drain manholes; restore existing paving, rolled AC berm, and raise utility covers to new finish grade.

Santa Fe Street: Trenching along Santa Fe Street for installation of approximately 550-LF of PVC piping, 25-LF of HDPE piping along with (5) concrete catch basins, and (5) storm drain manholes; install 18" flared outlet, and placement of approximately 100-Tons of rip-rap and drain rock.

Acacia Way: Construct a rock-faced concrete headwall on Acacia Way, remove and re-pave driveway entrance, and install rolled AC berm.

The Base Bid portion of the project must be substantially complete on or before the Substantial Completion Date that will be within forty-five (60) working days from the date specified in the written Notice to Proceed (NTP) issued by the Director of Public Works, an additional thirty (20) working will be approved if the City awards the Additive Alternative. As such, the Contractor shall dedicate such personnel and other resources as necessary to ensure that the project is completed on-time and in a diligent, skilled, and professional manner. The City reserves the right to adjust the annual funding limit based on the July 1, 2024, California Consumer Price Index. Hourly rate increases for extensions of the initial Contract, beyond the first year, will be tied to the Consumer Price Index for Urban Consumers (CPI-U) for the San Francisco Bay area.

Submit bids in a sealed envelope to City Hall, attention City Clerk.

Mail or deliver sealed bids to the following address by September 5, 2024, at 2:00PM:

US Mail	City of Carmel-by-the-Sea City Clerk P.O. Box CC Carmel-by-the-Sea, CA 93921
FedEx / UPS / Hand Delivery	City of Carmel-by-the-Sea City Clerk Eastside of Monte Verde Between Ocean and Seventh Avenues Carmel-by-the-Sea, CA 93921

Immediately after the deadline, bids will be publicly opened and read in the City Council Chambers. At the time of the bid opening, the successful Bidder must be legally entitled to perform Contracts requiring a

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

California Class A Contractor's License. Any Bidder or Contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

SPECIFICATIONS AND BID FORMS

Specifications, including instructions to Bidders and all necessary Contract documents and forms, are available on-line from the City's website located at http://ci.carmel.ca.us. **Submit the original bid proposal unbound with wet signatures (see Appendix A for required Bid Forms for Submittal) in a sealed envelope clearly marked on the exterior FY 2023/2024 Storm Drain Improvement Project (124PW-DRAINDE).** When submitting a bid in a sealed envelope within another sealed envelope, such as an envelope provided by an overnight carrier, be sure to also mark the exterior of the outermost envelope or overnight carrier's envelope clearly with the project name, bid opening date and bid opening time.

(NON-)MANDATORY SITE TOUR (OR PRE-BID CONFERENCE)

A Non-Mandatory Site Tour (or Pre-Bid Conference) is scheduled for 10:00AM on August 14, 2024 at the intersection of Lincoln Street and 2nd Avenue. This conference will allow bidders to receive an overview of the Contract. Failure to attend and arrive on time may result in your bid being deemed non-responsive resulting in rejection of your bid.

INQUIRIES

Only the following individual may be contacted during the bidding period and this individual may only be contacted via email:

All Questions shall be submitted to:	**Javier Hernandez** **Project Manager** **Email: jhernandez@ci.carmel.ca.us**

To provide adequate response time prior to the bid opening, all questions regarding this Invitation for Bids must be submitted in writing to the appropriate person shown above by the time stated on the cover sheet. If the issue materially affects the Bid, the information will be incorporated into an addendum and posted on the City's website at http://ci.carmel.ca.us by the date and time listed on the cover sheet.

No letters or correspondence will be sent notifying prospective Bidders of any modifications or clarifications to the Invitation for Bids. It is the Bidder's responsibility to review all Addenda posted to the City website and to acknowledge Addenda by dating and initialing Page 6 in Appendix A, Bid Forms for Submittal.

PREVAILING WAGES

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, on all public works construction Contracts and all public works Contracts for alteration, demolition, repair or maintenance work exceeding one thousand dollars ($1,000). Local wage rates may be obtained from the Department of Industrial Relations, State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Contractor awarded a public works Contract that uses a craft or classification not in the general prevailing wage determinations is required to pay the wage rate most closely related in the general determinations, effective at the time of the bid opening.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any Contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. See Part III of these Specifications for additional requirements.

In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Carmel-by-the-Sea shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works Contract subject to the requirements of Chapter 1 of the Labor Code, within five (5) days of the award, but in no event later than the first day in which a Contractor has workers employed upon the public work. The notice shall be transmitted electronically in a format specified by the DIR (see https://www.dir.ca.gov/pwc100ext) and shall include the name and registration number issued by the DIR pursuant to Section 1725.5 of the Contractor, the name and registration number issued by the DIR pursuant to Section 1725.5 of any subcontractor listed on the successful bid, the bid and Contract award dates, the Contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

Additional Information

In 2014, SB 854 (Chapter 28, Statutes of 2014) created a new system for oversight of prevailing wage compliance by the California DIR. It required Contractors and subcontractors to register with the DIR in order to bid or Contract for public works projects and to submit payroll records directly to the DIR through a new online portal. SB 854 also required cities and other local agencies to notify the DIR online within thirty days after award of a public works Contract.

SB 96 (Chapter 28, Statutes of 2017) was signed into law on June 27, 2017, as a budget trailer bill and became effective immediately. SB 96 refines and expands SB 854's requirements and adds significant penalties for local agencies that fail to comply with prevailing wage requirements. Because prevailing wage requirements apply to all public works Contracts over $1,000, these new requirements will apply to the vast majority of municipal public works projects.

The Public Contract Code requires Bidders to submit a list of every subcontractor that will perform work in excess of one half of one percent of the Contract price. SB 96 requires that the subcontractor list form now include the DIR registration number for each listed subcontractor. An inadvertent error in listing a subcontractor's DIR number will not be grounds for a bid protest or for rejecting the bid as nonresponsive if the Contractor provides the correct number within 24 hours following the bid opening.

BID BOND

Cash, a certified check or cashier's check, payable to the order of the City of Carmel-by-the-Sea, or a satisfactory bid bond, in original form (no fax or photocopy shall be accepted), executed by the Bidder and an acceptable surety in an amount equal to 10% of the bid amount shall be submitted with each bid.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

BID VALIDITY

No Bidder may withdraw their bid for a period of ninety (90) days from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract. Any bid withdrawal before the expiration of such time period shall result in the forfeiture of Bidder's Bid Bond. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid without forfeiture of the Bid Bond may only be allowed if the criteria set forth in California Public Contracts Code Sec. 5103 are met and the procedures set forth therein are followed; any such approval by City of Bidders request to withdraw bid shall be at the sole discretion of the City.

RESPONSIBLE BIDDER

Responsible Bidder as it pertains to this Contract shall be as follows:

1. **Standards of Responsibility:** The City may reject bids on the basis of non-responsibility. A responsible Bidder is one that has the capacity in all respects to perform fully the Contract requirements, and the integrity and reliability which will assure good faith performance of the Contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a Bidder has:

    a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:

        i. Adequate workforce to meet multiple critical work schedules at once;
        ii. Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;

    b. A satisfactory record of performance, including but not limited to any prior work performed by Bidder for the City or other agency;

    c. Evidence of Bidder's ability to provide the required bonding and insurance capacity. Apparent low Bidder with cash or cashier's check as bid bond is required to submit a pre-qualification letter from an acceptable surety or cashier's check as performance bond within fourteen (14) calendar days of the bid opening;

    d. A satisfactory record of integrity, diligence, and professionalism in the specific Contract work;

    e. The legal qualifications to Contract with the City; and

    f. Supplied all information requested by the City in connection with the inquiry concerning responsibility.

2. **Information Pertaining to Responsibility**. The prospective Contractor shall supply any information requested by the City concerning the responsibility of such Contractor, including the qualifications and performance records of Contractor's employees and proposed subcontractors. If the prospective Contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract upon any available information, or may find the prospective Contractor non-responsible on the basis of its failure to provide the requested information to the City.

3. **The City's Duty Concerning Responsibility**. Before awarding a Contract, the City must be satisfied that the prospective Contractor is responsible. The City may use the information provided by prospective Contractor as well as information obtained from other legitimate sources, including

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

City staff's own experience with the prospective Contractor and prospective Contractor's employees.

4. **Written Determination of Non-responsibility Requirements.** If a Bidder or offeror who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the City and sent to the non-responsible Bidder or offeror. The Bidder or offeror shall have an opportunity to appeal the City's determination on non-responsibility.

BID REJECTION

The City reserves the right to reject any or all bids as the best interests of the City may dictate and, to the extent permitted by law, waive any irregularity in any bid. If there is any reason for believing that collusion exists among the Bidders, the City may reject any or all bids.

UNBALANCED BID

Bids which are obviously unbalanced may be rejected. For the purposes of this section, an unbalanced bid is one that (a) has unit prices based on nominal prices for some items of work and enhanced unit prices for other items of work, and (b) the amount and manner in which the unit prices are distributed is not reflective of the true cost to perform the work. Any unbalanced bid may be rejected by the City whether or not the result of the unbalanced bid increases the cost of the project to the City.

BIDDER PROTEST

All bid protests shall follow the procedures set forth below:

1) Grounds for Protest. Authority to protest shall be limited to Bidders. A written protest may be filed based on the following grounds:

   a) Failure of the City to apply correctly the standards of review, evaluation, or scoring of a bid or proposal as specified in the solicitation documents.

   b) Such other grounds as would create a cause of action at law or in equity.

2) Bidder protests must be submitted in writing within five (5) business days after the bid opening. Such protests may be filed immediately after the bid opening. Protests will be accepted in person or via mail, either delivery shall be to City of Carmel-by-the-Sea, Office of the City Clerk, P.O. Box CC, Carmel-by-the-Sea, CA 93921. Once the bid protest package has been received, follow-up communications in reference to the bid protest may be made to the City Clerk's Office by telephone, fax, or email.

3) The written formal protest must contain the following:

   a) Identification of the specific Contract provision, City Purchasing Code and/or other statutory or regulatory provision(s) that the City is alleged to have violated;

   b) Description of each act alleged to have violated the statutory or regulatory provision(s) identified above;

   c) A precise statement of the relevant facts that includes dates, timelines, involved parties, and all supporting documents. Supporting documentation not submitted within the five (5) business days described in this subsection (b) will not be reviewed;

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

d) An identification of the issue(s) that need to be resolved that support the protest;

e) A statement of the form of relief requested.

4) If a timely protest is filed, City Clerk's Office shall notify the involved department(s).

5) The applicable City department(s) will conduct an investigation, gather information, prepare documentation of its findings and make every effort to resolve the protest to the mutual satisfaction of all stakeholders. Whether or not the protest cannot be mutually resolved, the department(s) or City Clerk's Office will notify the protest Bidder(s), in writing. The notice to the protester shall state the basis of Bidder's protest(s), the results of the investigation, findings, recommendation(s) and reasons for the action taken and delivered to the protesting Bidder(s).

6) Bid Protestors may appeal, in writing, to the City Administrator within five (5) business days of receipt of the written notification. The City Administrator shall have five (5) business days to make a decision which shall be final.

INTERPRETATION OF SPECIFICATIONS

Should a Bidder be in doubt as to the true meaning of any item in the Specifications or should Bidder discover items containing discrepancies or omissions, the Project Manager shall be immediately notified. All requests for interpretations must be submitted ninety-six (96) hours before bid opening by email to Javier Hernandez at jhernandez@ci.carmel.ca.us.

If found necessary, interpretation or correction will be made by written Addendum, a copy of which will be posted on the City website at http:/ci.carmel.ca.us. Such Addenda are to be considered as part of the Contract documents, and the Bidder shall acknowledge this condition by listing each Addendum by number in his bid. The Director of Public Works shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than seventy-two (72) hours before bid opening without an accompanying bid time extension. The Director of Public Works reserves the right to make decisions on extending the bid period.

DEFINITIONS

For the purposes of this document, the following definitions shall apply:

ADA:	Americans with Disabilities Act of 1990, Titles II and III, revised September 15, 2013
BMP:	Best Management Practice
BIDDER:	Party submitting a bid for consideration by the City of Carmel-by-the-Sea.
CBC:	California Building Codes, latest edition.
CITY:	The term City refers to and indicates the City of Carmel-by-the-Sea, Monterey County, State of California.
CONTRACTOR:	The term Contractor refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this Contract and specifications.
COUNCIL OR CITY COUNCIL:	The City Council of Carmel-by-the-Sea.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

ENGINEER OR CITY ENGINEER	The term Engineer or City Engineer refers to and indicates the Public Works Director of the City of Carmel-by-the-Sea or his duly authorized representative.
DESIGN:	The person(s) or firm responsible for the technical accuracy and completeness of the design of the project.
GENERAL PROVISIONS:	Part III of these Specifications.
IBC:	International Building Codes, latest edition.
PLANS:	The project plans referred to herein.
SPECIAL PROVISIONS:	Part IV of these Specifications.
SPECIFICATIONS:	This document, in its entirety.
STANDARD SPECIFICATIONS:	Specifications entitled “State of California, Department of Transportation, Standard Specifications” of latest publication.
STANDARD PLANS:	Plans entitled “State of California, Department of Transportation, Standard Plans” of latest publication.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

PART II:

CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS
FOR

FY 2023/2024 STORM DRAIN IMPROVEMENT PROJECTS
124PW-DRAINDE

BID PROPOSAL

To the Honorable City Council
City of Carmel-by-the-Sea
City Clerk
Eastside of Monte Verde
Between Ocean and Seventh Avenues
Carmel-by-the-Sea, CA 93921

The undersigned declares to have carefully examined the location of the proposed work, that the Scope of Work and Specifications, as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Scope of Work and Specifications for the lump sums and unit prices set forth in the following schedule.

BID APPROVAL:

_____
PRINCIPAL/ OWNER

_____
COMPANY

DATE: _____

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

FY 2023/2024 STORM DRAIN IMPROVEMENT PROJECTS
124PW-DRAINDE

_____
COMPANY

BID SCHEDULE

BASE BID ITEMS: SCHEDULE A

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		$
2	Storm Water Compliance	1	LS		$
3	Traffic and Pedestrian Control	1	LS		$
4	Record Drawings	1	LS		$
				BASE BID SUBTOTAL (SUBTOTAL A):	$

BASE BID ITEMS: SCHEDULE B (LINCOLN STREET & SECOND AVENUE)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
5	Install 24" PVC PS 115 Storm Drain, including 2 - 24" x 24" x 12" tee fittings	270	LF		$
6	Install 18" PVC PS 115 Storm Drain, including 22½" bend fitting	50	LF		$
7	Install 15" PVC SDR 26 Storm Drain, including end cap	5	LF		$
8	Install 12" PVC SDR 26 Storm Drain	35	LF		$
9	Install 18" HDPE located with street section along 2nd Ave.	115	LF		$
10	Remove existing 12" CMP and Replace with 18" HDPE located within landscaped slope segment along 2nd Ave. including 30º bend fitting	180	LF		$
11	Install 18" PVC PS 115 Storm Drain, concrete-encased across Monte Verde	35	LF		$
12	Remove existing 12" PVC and Replace with 15" PVC SDR 26 concrete-encased across Monte Verde	25	LF		$
13	Construct Storm Drain Manhole	3	EA		$
14	Construct Storm Drain Drop Manhole	2	EA		$
15	Construct Catch Basin	5	EA		$
16	Construct GOL-7 Catch Basin	1	EA		$
17	Remove existing and Reconstruct Catch Basin including all pipe connections, re-connection of trench drain	1	EA		$

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

18	Remove existing and Reconstruct 3' x 4' Catch Basin, cast-in-place, including all pipe connections	1	EA		$
19	Install slurry cement backfill	20	CY		$
20	Permeable drain-rock bedding, if necessary	10	Tons		$
21	Grind and repave with 3" thick asphalt concrete for segment of Lincoln St.	4,100	SF		$
22	Place 2½" asphalt concrete overlay for segment of Second Ave.	2,500	SF		$
23	Restore and/or raise existing rolled AC berm along Lincoln St. and Second Ave.	150	LF		$
24	Raise clean-out to new finished grade	1	EA		$
				BASE BID SUBTOTAL (SUBTOTAL B):	$

BASE BID ITEMS: SCHEDULE C (11TH AVENUE)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
25	Remove Catch Basin, approx. 4' x 5' w/dbl grate	1	EA		$
26	Connect to existing Catch Basin	1	EA		$
27	Install 18" PVC PS 115 Storm Drain concrete-encased	60	LF		$
28	Install 18" PVC PS 115 Storm Drain	165	LF		$
29	Construct Storm Drain Manhole	1	EA		$
30	Remove short section of existing 18" HDPE culvert including headwall	1	LS		$
31	Construct drop Catch Basin, including pipe connections	1	EA		$
32	Remove, Re-grade and Re-pave area adjacent to new drop Catch Basin, including raising AC berm at Carmelo & 11th	700	SF		$
33	Repave area to transition into existing catch basin at San Antonio & 11th	600	SF		$
34	Permeable drain rock bedding, if necessary	10	Tons		$
				BASE BID SUBTOTAL (SUBTOTAL C):	$

BASE BID ITEMS: SCHEDULE D (SANTA FE STREET)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
35	Install 18" PVC PS 115 Storm Drain, including all fittings and end cap	470	LF		$
36	Install 18" PVC PS 115 Storm Drain, concrete-encased	20	LF		$
37	Install 15" PVC SDR 26 Storm Drain	30	LF		$

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

38	Install 15" PVC SDR 26 Storm Drain, concrete-encased	25	LF		$
39	Install 18" HDPE Storm Drain	25	LF		$
40	Install 18" HDPE Flared Outlet	1	EA		$
41	Construct Storm Drain Manhole	3	EA		$
42	Construct Storm Drain Drop Manhole	2	EA		$
43	Construct Catch Basin	5	EA		$
44	Place rock rip-rap (12" - 24" dia rock, 12'W x 18'L x 3'D) energy dissipator/erosion control apron in natural drainage channel	40	Tons		$
45	Place rock rip-rap (12" - 24" dia rock, 6'W x 18'L x 3'D) for storm drain outlet in natural drainage channel	20	Tons		$
46	Install 6" PVC SDR 35 perforated pipe sub-drain including drain rock & filter fabric and connection into manhole	25	LF		$
47	Install Clean-out for sub-drain	1	EA		$
48	Install slurry cement backfill	9	CY		$
49	Permeable drain-rock bedding, if necessary	40	Tons		$
				BASE BID SUBTOTAL (SUBTOTAL D):	$

BID ADDITIVE ITEMS: SCHEDULE E (ACACIA WAY)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
50	Install 6" PVC SDR 35 perforated pipe sub-drain including drain rock & filter fabric and connection into manhole	25	LS		$
51	Install Clean-out for sub-drain	1	EA		$
52	Install slurry cement backfill	9	CY		$
53	Permeable drain-rock bedding, if necessary	40	Tons		$
				ADDITIVE BID ADDITIVE SUBTOTAL (SUBTOTAL E):	$
				BASE BID GRAND TOTAL (SUBTOTAL A THROUGH SUBTOTAL D):	$
				GRAND TOTAL (SUBTOTAL A THROUGH SUBTOTAL E):	$
BASE BID GRAND TOTAL BASIS OF AWARD: (In Words)					

Do not enter "N/A" or leave any bid item blank in the Bid Schedule. If a bid item amount is zero, enter $0.00. If a bid item is included elsewhere, enter $0.00. Please enter fully burdened hourly rates for ALL items, including rates for Subcontractors if the Bidder cannot directly provide the labor or equipment listed.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

BASIS OF AWARD

Award of Contract, if any be made, shall be made to the Contractor with the lowest responsive, responsible bid based on the Total Base Bid (Items 1 through 49)

BID ITEM DESCRIPTIONS

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

1. Mobilization and Demobilization (Item 1)

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Public Works Department. This item also includes 1) The movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work, 2) Obtaining bonds, insurance policies, licenses, and permits required by the Contract documents, 3) Project meetings, coordination and all related administrative costs for this Project, 4) Coordination with building occupants, 5) Providing temporary utilities, 6) Coordination with utility providers, 7) Providing portable toilets, 8) Submitting a schedule of values in accordance with Section 013300, 9) Tree protection, and 10) Environmental Pollution Prevention Requirements in Part IV, pages 17-20. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Traffic Control Plans, 4) Quality Control Plan, 5) all submittals and shop drawings, 6) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any.

2. Storm Water Compliance (Item 2)

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the requirements under "Environmental/Pollution Prevention Requirements" of these Specifications and as directed by the Engineer. This work also includes compliance with all applicable rules, regulations, ordinances and statutes. Also included is providing and installing BMPs, proper maintenance and inspection of all BMPs installed for the project, removal of BMPs, and clean up and proper disposal of any environmental pollutants due to construction related activities.

3. Traffic and Pedestrian Control (Item 3)

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to maintain vehicular traffic for public use during performance of the work, including all related construction area sign placement and maintenance. This work also includes the preparation, submittal and implementation of the traffic control plan(s), establishing traffic detour(s), traffic control device placement and maintenance, flagging, barriers, temporary drainage facilities, temporary access, temporary asphalt tapers, protection of adjacent existing improvements from damage or staining, removal of the detour(s) upon direction of the Engineer, and restoration of all areas affected by construction, maintenance, use, and removal of the detour in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Public Works Department.

4. Record Drawings (Item 4)

Measurement and payment for this item shall be on a lump sum (LS) basis for furnishing to the City a complete set of Record (As-Built) Drawings upon project completion.

5. Additional Items (Items 5 Through 53)

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Measurement and payment for these items shall be as identified on the Bid Schedule, on a per square foot (SF), lineal foot (LF), each (EA), lump sum (LS), cubic yard (CY), or (tons) basis. The unit price shall pay for all the costs for each bid item as referred to in the technical specifications, in accordance with the plans and specifications, and as directed by the Engineer.

ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and no additional compensation will be allowed therefore.

These items include, but are not limited to, Mobilization, Demobilization, Traffic Control, Storm Water/Environmental Pollution Prevention Compliance and related work, clean up, acquiring and complying with permits, estimating costs for potential Work Orders, staging areas, temporary site utilities, temporary sanitation facilities, attendance at meetings, coordinating with site users, bonds, insurance and similar items.

LUMP SUM PRICE BREAKDOWN

Immediately after award of the Contract, the Contractor shall submit a cost breakdown list to the [Insert Title] for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

BID CLARIFICATION

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items, in any order, in addition to the original Contract after the lowest responsive, responsible Bidder has been determined, should the City obtain additional funding for additive alternatives not awarded with the original Contract. All Bid items for the base bid and all additives must be filled out. Incomplete Bid Schedules will render the bid proposal as non-responsive.

Unit prices (fully burdened hourly rates) shall be for all Task Orders including all labor, labor benefits, materials, tools, equipment, taxes, overhead, profit, administration, mobilization and demobilization, storm water compliance, traffic control, and incidentals necessary for a complete job.

If a bid item amount is zero, enter $0.00. If a bid item is included elsewhere, enter $0.00. Do **not** enter “N/A” or leave any bid item blank in the Bid Schedule.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Carmel-by-the-Sea does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary.

All costs associated with providing bonds, insurance, and ancillary items required by this Contract shall be included in the unit prices for work items.

Bidders may withdraw or revise their bid personally, or upon a written request, or at any time prior to the hour set for the opening of bids, but not thereafter. The City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for the time period specified in Bid Validity of Part I.

The Non-collusion Declaration included in this document shall be executed and submitted with each bid.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. : _____, Class: _____, Expiration date: _____.

THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN

_____ COUNTY, CALIFORNIA, ON _____, 201___.

Name of Firm: _____

Address: _____

Telephone: _____

Email: _____

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

_____ _____

Signature Printed Name and Title

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA	DATE RECEIVED	INITIAL
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

EXAMPLE PROJECTS

Bidder shall list at least three (3) jobs of a similar nature completed by Bidder's organization within the past three (3) years. (Please include Reference Contact Information on the following page.)

Date Completed	Dollar Amount	Organization	Job Type	Project Location

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

REFERENCES

List at least three (3) organizations of similar size, billing numbers and frequency where the same/similar services, as stated herein, have been provided. (Note: lack of three comparable agencies will not disqualify proposer.)

ORGANIZATION

Contact Person Title

Address P.O. Box City State Zip

Phone Number Email

ORGANIZATION

Contact Person Title

Address P.O. Box City State Zip

Phone Number Email

ORGANIZATION

Contact Person Title

Address P.O. Box City State Zip

Phone Number Email

REFERENCE CHECKS:

The City reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the Contractor's performance on previous assignments.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

SUBCONTRACTOR'S LIST

The Bidder shall list below the name, the location of the place of business, and the California Contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars ($10,000), whichever is greater:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham . The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this _____ day of _____, 201__ in _____ [City], _____ County, California.

_____
Signature

_____
Printed Name and Title

_____
Company

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____day of _____, 2018 in _____[City], _____County, California.

_____
Signature

_____
Printed Name and Title

_____
Company

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

BID BOND

(To be Submitted with Bid)

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **the City of Carmel-by-the-Sea** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: [INSERT PROJECT NAME AND CODE]

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to ten percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20___ by their duly authorized agents or representatives.

_____
(Bidder/Principal Name)

By: _____
(Signature)

_____
(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

_____
(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

_____
(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety

_____
(Contact Name)

_____
(Street Address)

_____
(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

_____
(Email address)

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I,_____ the _____of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

   "Every employer except the state shall secure the payment of compensation in one or more of the following ways:

   a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

   b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

_____
(Contractor Name)

By:_____
(Signature)

_____
(Company)

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

PART III: GENERAL PROVISIONS

BIDDING

JOB SITE AND DOCUMENT EXAMINATION

The Bidder is required to thoroughly examine the job site, Specifications including Contract Form the Bidder is required to thoroughly examine the job site, Specifications including Contract Form (See Appendix B) for the work contemplated, and it will be assumed that the Bidder has investigated and is satisfied as to the requirements of the Specifications, including the Contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the Bidder has made such examination.

BID DOCUMENT COMPLETION

Proposals to receive consideration shall be made in accordance with the following instructions:

1. The proposal shall be made upon the form provided therefore with all items filled out (Appendix A of these specifications). The completed form must be without interlineations, alterations, erasures, or omissions. All submitted documents must be in original form (no photocopies or faxes).

2. Each bid shall be accompanied by cash, a cashier's check, a certified check, or a Bidder's bond executed by the Bidder and an acceptable surety in original form, or any negotiable instruments in original form that are not cancelable amounting to ten percent (10%) of the bid, payable to the City. The amount so posted shall be forfeited to the municipality if the Bidder does not, within fifteen (15) calendar days after written notice that the Contract has been awarded to said Bidder, enter into a Contract with the municipality for the work.

The City shall have the right to hold all bid bonds until award of the Contract. However, the Director of Contracts and Budgets may order the return of all bid bonds except that of the two (2) lowest Bidders prior to the award.

CONTRACT AWARD AND EXECUTION

CONTRACT AWARD

The Contract shall be awarded, if an award is made, to the lowest responsive, responsible Bidder as defined in Part II, Bid Clarification, of these specifications, within ninety (90) calendar days from the date bids are publicly opened, examined and declared. If the award is not made within the specified period, then all of the bids submitted shall be deemed to have been rejected by the legislative body.

CONTRACT EXECUTION

A Contract shall not be deemed to have been made between the Contractor and the City until all of the following steps have been completed:

1. Award of the Contract by the City Council,

2. Within fifteen (15) calendar days after written notice that a Contract has been awarded to the Contractor (Notice of Award), the Contractor shall submit two (2) signed original Contracts, required bonds or alternative security, evidence of insurance that conforms to the Contract, and City Business License or evidence of application for said license.

3. Upon approval of the foregoing documents, the City will execute the Contract and return an original to the Contractor.

4. The City will then issue a Notice to Proceed authorizing Contractor to begin work upon approval of

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Contract, evidence of insurance and City Business License.

SCOPE OF WORK

INTENT

The work to be done consists of furnishing all labor, materials, methods, processes, tools, equipment, incidentals and machinery, which are necessary and required to complete the Contract in a satisfactory and worker-like manner.

The intent of the Specifications is to prescribe the details for the completion of the work which the Contractor undertakes to perform in accordance with the terms of the Contract. Where the Specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used.

CHANGES AND EXTRA WORK

The Project Manager reserve the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any items or portion of the work, as may be deemed by the Project Manager and his or her representatives to be necessary or advisable, and to require such extra work as may be determined by the Project Manager to be necessary for the proper completion or construction of the whole work contemplated.

When special conditions arise, such as mitigation of unforeseen conditions or additional work, the work shall be negotiated as “extra work”. Approved Change Orders shall describe the changes or extra work, Contract time adjustments and payment basis for such work as applicable. Change Orders are valid Contract amendments when approved and signed by the City and Contractor. All changes and extra work must be negotiated and approved before the work is performed.

The City may require the Contractor to work outside approved construction hours noted in Part IV, Procedure. For work done during these times, when required by the City, payment to the Contractor may be adjusted per General Prevailing Wage Rate provisions.

CLEANUP

All work sites shall be kept as clear of equipment, material and waste material as is practicable at all times. The City shall make the determination that this requirement is being complied with.

If the City is required to provide cleanup of the work sites due to failure of the Contractor to so provide, or in case of emergency, the City shall charge the Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

Upon completion and before making application for acceptance of the work, the Contractor shall clean the areas of work, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

CONTROL OF WORK

CONTRACT COMPONENTS

These specifications, the plans and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all; they are intended to be cooperative, to describe, and to provide for a complete job.

Shop drawings required by the Plans, Specifications or the Director of Public Works shall be furnished by the Contractor and approved by the Director of Public Works before any work relating to the shop drawings is performed unless approval is waived in writing by the Director of Public Works.

It is mutually agreed that shop drawing approval by the Project Manager does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of the shop drawings with the approved plans, specifications and site conditions.

Submittal review and approval by the Project Manager does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications.

All authorized alterations affecting the requirements and information given on the approved plans and specifications shall be in writing. No changes shall be made on any plan, specification or drawing after the same has been approved by the Director of Public Works.

In the event of discrepancy, written dimensions shall take precedence over scaled dimensions.

AUTHORITY

The Project Manager shall respond to any and all inquiries as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all inquiries as to the interpretation of the specifications; all inquiries as to the acceptable fulfillment of the Contract on the part of the Contractor; and all inquiries as to claims and compensation. The Project Manager shall be final, and the Project Manager shall have executive authority to enforce and make effective such responses.

In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the Director of Public Works, or his designee, whose decision thereon shall be final.

ASSIGNMENT

The Contract may be assigned only upon the written consent of the City Council.

SUBCONTRACTING

Any Proposed substitution of subcontractors must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code §4100, et seq.

The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Contract and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Project Manager, the subcontractor shall be removed immediately on the request of the Project Manager and shall not again be employed on the work.

REPRESENTATIVE

The Contractor shall assign a representative and submit contact information (name, telephone number) to the City's Department of Public Works. If the after-hours representative is different than the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is competent to receive and carry out instructions in English which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the Project Manager not in conflict with the Contract, and which may be delivered to the Contractor, Contractor's superintendent, foreman, or other representatives on the work. If the Contractor believes the Project Manager's instructions are in conflict with the Contract, the Contractor shall immediately bring it to the attention of the Director of Public Works in writing.

EQUIPMENT

While certain sections of these specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the Project Manager to use equipment of a different size or type in place of the equipment specified.

The Project Manager, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Project Manager that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, Property and Facility Preservation, Section 7-1.05, Indemnification and Section 7-1.06, Insurance, of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property, roadside trees and shrubbery that are not to be removed.

The Contractor shall be held responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, utilities, other public facilities or private property caused by Contractor's operations. Where the work calls for cutting into or disturbing existing materials, the Contractor shall patch or repair the existing area to a neat, finished product. This shall include touch up or repair of the existing which was disturbed, and repair to the same structural capacity as the existing facility or better.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

POTENTIAL CLAIMS AND DISPUTE RESOLUTION

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Potential claims and dispute resolution shall be in accordance with Section 5-1.43, Potential Claims and Dispute Resolution, of the Standard Specifications. Also refer to Resolution of Construction Claims in the Special Provisions.

CONTRACTOR'S RESPONSIBILITY FOR WORK

All work which is defective in its construction or deficient in any of the requirements of the plans and specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the Contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked or approved by the Project Manager and accepted or estimated for payment.

All work done beyond the lines and grades shown on plans or established by the Project Manager, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Project Manager made under the provisions of this article, the Project Manager shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed. The cost of removing, replacing, or repairing said defective or unauthorized work may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

Until the formal acceptance of the work by the City (as constituted by the filing of the Notice of Completion), the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by the acts of the federal government or the public enemy.

Should the City elect to occupy a project before acceptance, the City will issue a Notice of Substantial Completion designating those portions of the work that will be occupied or utilized. Contractor shall be relieved from maintenance and from the responsibility of injury and damage to this work. However, any guarantees will not begin until acceptance of the entire project, and the Contractor shall retain responsibility for making good defective work or materials.

EMPLOYEES

All workmanship shall be fully up to the highest standard and practice. The employment of labor shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons upon the work. If at any time it shall appear to the Director of Public Works that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders and instructions, such person shall be immediately discharged and not again employed upon the work.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

CONTROL OF MATERIALS

GENERAL

The Contractor shall furnish without charge such samples of materials and tests of materials as are required by the Plans, Specifications, or the Project Manager. No material shall be used until it has been approved by the Project Manager.

All tests of materials ordered by the Project Manager and made by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods of tests as are prescribed in the specifications.

All materials not conforming to the requirements of the plans and specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Project Manager. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing by the Project Manager and his or her representatives.

Upon failure on the part of the Contractor to comply with any order of the Project Manager made under the provisions of this article, the Project Manager shall have authority to remove and replace defective material. The cost of removing, replacing or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, provided that the burden of proof as to the quality and suitability of alternatives shall be upon the Contractor who shall furnish, at the Contractor's expense, all information necessary as required by the Project Manager. The Project Manager shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.

MATERIAL SOURCE

At the option of the Project Manager, the source of supply of each of the materials shall be approved by the Project Manager before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination by the Project Manager.

QUALITY

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under the plans and specifications shall be in accordance with the latest requirements of the State of California, Department of Transportation, Office of Materials Engineering and Testing Services. Sampling and testing of materials not covered by CalTrans specifications and not otherwise provided for, shall be in accordance with the latest Test Methods and Standards of the American Society for Testing and Materials (ASTM).

GUARANTEE

All materials supplied and all work done under this Contract shall be guaranteed by the Contractor for a period of one (1) year from the date of formal acceptance by the City. Upon receipt of notice from the

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Project Manager of failure of any part of the guaranteed materials during the guarantee period, the affected parts shall be replaced promptly and at the expense of the Contractor.

The Contractor shall maintain the performance bond (See Part IV, Contract Bonds) in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made.

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

LAWS

The Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

All work shall comply in every respect with all the governing laws, regulations, and ordinances of the City, which shall be considered for the purpose of Contract to which the specifications refer, a part thereof. The Contractor shall give to the proper authorities all necessary notices relative to the work, and shall obtain and pay for all such permits, licenses, notices, inspections, or tests required as part of the Contract price. All permits issued by the City for work done under this Contract shall be issued at no charge.

All Bidders and Contractors shall be licensed in accordance with the laws of this State, specifically the provisions the Business and Professions Code, Division 3, Chapter 9. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. In accordance with the requirements in Public Contract Code Section 10164, in all Contracts where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

NONDISCRIMINATION

The Contractor shall comply with Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the Contract.

LOCAL BUSINESS POLICY

The City finds that it is in the public interest to promote utilization of Local Businesses that are small or minority owned such as Disadvantaged Business Enterprises, Minority Business Enterprises, Woman Business Enterprises, Disabled Veteran Business Enterprises in all aspects of purchasing in accordance with applicable law. Accordingly, the City Administrator is authorized to encourage participation of all DBE's, MBE's, WBE's, DVBE's and SLB's located within the City's jurisdiction to the extent allowed by applicable law.

LABOR CODE

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

requirements of Section 4104 of the Public Contract Code), or engage in the performance of any Contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

An inadvertent error in listing a subcontractor that is not registered shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any one of Section 1771.(c)(1)-(3) applies. Failure of a listed subcontractor to be registered shall be grounds for the Contractor to substitute a registered subcontractor for the unregistered subcontractor. The City shall not accept any bid, nor shall the City or Bidder enter any Contract or subcontract, without proof of the Contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code. The prime Contractor shall post job site notices, as required by Section 1771.4(a) (2) of the Labor Code and regulations. The prime Contractor shall submit records to the Labor Commissioner, as required by Sections 1771.4(a) (3), 1771.4(c) (2), and 1776 of the Labor Code.

WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, on all public works construction Contracts exceeding twenty-five thousand dollars ($25,000) and all public works Contracts for alteration, demolition, repair or maintenance work exceeding one thousand dollars ($1,000).

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf a Contract is awarded a penalty of not more than two hundred dollars ($200), or such other amount as may be amended from time to time by the Department of Industrial Relations, for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the Work or craft in which the worker is employed for any public (City) Work done under the Contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works (City) project is not paid the general prevailing per diem wages by the subcontractor, the prime Contractor of the project is not liable for the penalties described above unless the prime Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:

1. The Contract executed between the Contractor and the subcontractor for the performance of Work on the public works (City) project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

2. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for Work performed on the public works (City) project.

4. Prior to making final payment to the subcontractor for Work performed on the public works (City) project, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works (City) project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City did not retain sufficient money under the Contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works (City) project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City. These moneys shall be retained by the City pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available from the California Department of Industrial Relations' Web Site at: http://www.dir.ca.gov.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the Contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for Work performed after this date has been determined. If Work is to extend past this date, the new rate shall be paid and incorporated in the Contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice Inviting Bids for the project.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the Contract. The Contractor shall make travel and subsistence payments to each workman, needed to execute the Work, in conformance with the requirements in Labor Code Section 1773.8.

CERTIFIED PAYROLL RECORDS

The Contractor shall conform to the requirements in Labor Code Section 1776 concerning payroll records. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations. The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the Contract.

APPRENTICES

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the Contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

WORKING HOURS

Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars ($25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the Contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

OCCUPATIONAL SAFETY AND HEALTH STANDARDS

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location as required by law.

EXCAVATION SAFETY

Per California Labor Code Section 6500, Contractor shall posses a valid Construction Activity Permit for construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend. When trenches or excavations five (5) feet or deeper are anticipated as part of the

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Contract, Contractor shall posses a valid permit at the time of bidding and for the life of the Contract. Contractor shall furnish copies of valid permits to the City Public Works Department. When required in Part I, Notice to Contractors, Contractor must provide evidence of a current T1 Annual Trench/ Excavation Permit at the time of bidding.

Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Plans must be submitted to the Project Manager at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans.

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the Project Manager if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.

PUBLIC CONVENIENCE AND PUBLIC SAFETY

Attention is directed to Section 7-1.03, Public Convenience, and Section 7-1.04, Public Safety, of the Standard Specifications for the provisions relating to the Contractor's responsibility for providing for the convenience and safety of the public in connection with his operations. Standard Specifications are on file in the Public Works office of Carmel-by-the-Sea.

Contractor is to notify the Project Manager of the start date and construction schedule at least nine (9) calendar days prior to the planned start of construction unless otherwise noted in Part IV.

The Contractor shall conduct his operations as to cause the least possible inconvenience to public traffic. The Contractor shall provide traffic control devices or personnel where necessary in conformance with good traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during construction.

The Project Manager shall determine the adequacy of said devices and, in case of dispute his determination shall be final.

If the City is required to provide traffic direction, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

WORKER'S COMPENSATION

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

RIGHT OF PROPERTY

Nothing in the Contract shall be construed as vesting the Contractor with any right of property in the materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon their becoming an integral part of the work herein provided, be, and remain, the property of the City.

PATENTS

If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from the use of such materials, composition, process, method, or any other thing which is covered by letter patent, shall be borne by the Contractor.

INCREASED FORCE

In case of emergency involving danger to life or property, continuous work with increased force may be required by the Project Manager.

LIABILITIES

Right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.

PROSECUTION AND PROGRESS

GENERAL

If at any time in the opinion of the Project Manager, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Contract, notice thereof in writing shall be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the Contract, as directed by the Project Manager, within the time specified in such notice, the Project Manager in any such case shall have the power to suspend the operation of the Contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City may designate.

Upon such suspension, the Contractor's control shall terminate, and thereupon the Project Manager or duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said Contract, and hire such force and buy or rent such additional machinery and appliances, tools, and equipment and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper completion of the work; or may employ other parties to carry the Contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper; or the City may annul and cancel the Contract and re-let the work or any part thereof.

Any excess of cost arising therefrom over and above the Contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this Contract shall be forfeited to the City, but such forfeiture

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

will not release the Contractor or his sureties from liability for failure to fulfill the Contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the Contract price, arising from the suspension of the operations of the Contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the Contract as to warrant the suspension or annulment thereof, the decision of the Director of Public Works shall be binding on all parties to the Contract.

SUSPENSIONS AND DELAYS

The Project Manager shall have the authority to suspend the work wholly or in part, for such period as the Project Manager may deem necessary due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as the Project Manager may deem necessary due to the failure on the part of the Contractor to carry out the Project Manager's orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Project Manager and shall not resume work until ordered in writing by the Project Manager.

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.

RIGHTS OF WAY

Rights-of-way or easements for work will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of rights-of-way or easements. In the event of delay on the part of the City, its officers, agents or employees in obtaining any such rights-of-way or easements for the work, then the Contractor shall have time for the completion of his Contract for the period or periods caused by such delay or delays but shall have no damages against the local entity, its officers, agents or employees.

PAYMENT

GENERAL

The City pays for the Contractor furnishing the resources and activities to complete the work. The Contractor shall accept the City's payment as full compensation for furnishing the resources and activities, including, but not limited to all labor, materials, tools, equipment, taxes and incidentals necessary to complete the work and for performing all work contemplated, and embraced under the Contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the formal acceptance by the City, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for completing the work according to the specifications.

The City shall not be obligated to process any payment request until thirty (30) calendar days after receipt of a correct, complete and undisputed progress payment request or sixty (60) calendar days after receipt of a correct, complete and undisputed final payment request. Payments not made within the specified time periods are subject to an interest rate of two percent (2%) per month. A payment request shall not

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

be deemed complete unless all related documentation has been supplied and verified, and all related Contract requirements have been satisfactorily met.

PROGRESS PAYMENTS

The Contractor may, once each month, make an estimate in writing of the total amount of work done to the time of such estimate and the value thereof, and request payment for that work.

Upon approval of the progress payment request, the Project Manager shall cause to be paid to the Contractor the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be withheld or retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Project Manager, the work is not proceeding in accordance with the provisions of the Contract, or when in the judgment of the Project Manager, the total value of the work done since the last estimate amounts to less than one thousand dollars ($1,000.00).

Except as set forth in the following paragraph, the Project Manager shall retain five percent (5%) of the value of all work so estimated to have been furnished and delivered and unused, or furnished and stored as aforesaid, as part security for the fulfillment of the Contract by the Contractor.

The Contractor may elect to receive 100% of payments due under the Contract from time to time, without retention of any portion of the payment by the City, by depositing approved securities of equivalent value with the City or in an escrow account with an approved bank in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose decision on valuation of the securities shall be final.

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

PAYMENT AFTER CONTRACT ACCEPTANCE

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Project Manager shall promptly make such inspection, and when the work is found to be acceptable under the Contract and the Contract fully performed, the Project Manager shall file a Notice of Completion.

Final payment, including all sums withheld or retained as herein before specified as partial security for the fulfillment of the Contract, shall be paid promptly by the City after expiration of the lien period (see California Civil Code § 3179 et seq.), providing there are no disputes arising from the performance of the Contract or the amount due.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

FY 2023/2024 STORM DRAIN IMPROVEMENT PROJECTS
124PW-DRAINDE

PART IV: SPECIAL PROVISIONS

The work embraced herein is shown on a set of plans entitled “City of Carmel-by-the-Sea, FY 2023/2024 Storm Drain Improvement Projects", prepared by Neill Engineers Corp., dated August 2024.

The work, as indicated by the plans shall be done in accordance with the Special Provisions/Technical Specifications and Contract annexed hereto, and also in accordance with the Standard Specifications 2015 of the State of California, Department of Transportation, referred to herein as the "Standard Specifications", which are hereby incorporated by reference.

In case of conflict between any portion of the Standard Specifications and the Special Provisions/Technical Specifications and/or the plans, precedence shall be given first to the plans and second to the Special Provisions/Technical Specifications, and the plans and/or these Special Provisions/Technical Specifications shall be used in lieu of such conflicting portions.

Order of work: The selected contractor shall consider construction operations in the order outlined in the project description (1st) Lincoln Street and 2nd Avenue, (2nd) 11th Avenue, (3rd) Santa Fe Street, and (4th) Acacia Way. Schedule and Order of work to be approved by the Project Manager prior to start of construction.

GENERAL

Wherever State, Department, Department of Public Works, Owner, City, District, or words of like portent or meaning are used in the Standard Specifications or other contract documents they shall have the meaning of the City of Carmel-by-the-Sea, Monterey County, California, or its designated officials acting for the said City, within the scope of such duties entrusted to them.

Wherever the words of Director, Engineer, Project Manager, Director of Public Works, or words of like portent or meaning appear in the Standard Specifications, they shall have the meaning of the Public Works Director for the City of Carmel-by-the-Sea acting either directly or through properly authorized agents, such agents acting within the scope of such duties entrusted to them.

The work, in general, consists of

Lincoln Street and 2nd Avenue: Trenching along Lincoln Street and 2nd Avenue for installation of approximately 400-LF of PVC piping, 300-LF of HDPE piping along with (8) concrete catch basins, and (5) storm drain manholes; grind and repave segments of Lincoln St. and Second Ave., restore existing rolled AC berm, and raise utility covers to new finish grade.

11th Avenue: Trenching along 11th Avenue for installation of approximately 225-LF of PVC piping, along with (1) concrete catch basins, and (1) storm drain manholes; restore existing paving, rolled AC berm, and raise utility covers to new finish grade.

Santa Fe Street: Trenching along Santa Fe Street for installation of approximately 550-LF of PVC piping, 25-LF of HDPE piping along with (5) concrete catch basins, and (5) storm drain manholes; install 18” flared outlet, and placement of approximately 100-Tons of rip-rap and drain rock.

Acacia Way: Construct a rock-faced concrete headwall on Acacia Way, remove and re-pave driveway entrance, and install rolled AC berm.

This project has been confirmed eligible for the Class 1 Categorical Exemption under the California

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Environmental Quality Act (CEQA) which can be found in Appendix C.

DIFFERING SITE CONDITIONS

No geotechnical field investigation were performed for any of the project sites. Sandy soil is anticipated to be encountered during excavation; however, hard rock may be encountered during excavation at any depth and location. Varying degrees of hard bedrock materials and presence of ground water can likely to be encountered. The Contractor shall make his own investigation of the site and is encouraged to perform his own soil investigation to evaluate subsurface soil conditions. No additional payment shall be made for unanticipated material encountered during excavation, including any rock excavation work requiring additional effort and special equipment, and for any necessary de-watering.

PLANS AND SPECIFICATIONS

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work. The work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications insofar as the same may apply, and in accordance with the specifications and plans. In case of conflict between the **Standard Specifications, Standard Plans,** and these **Special Provisions** and the **Plans,** the order of precedence shall be as follows:

Special Provisions shall take precedence over **Plans** and the **Plans** shall take precedence over **Standard Specifications** and **Standard Plans**. These **Special Provisions** shall also take precedence over conflicting portions of the "General Provisions, Part III" of these project specifications.

CONTRACT BONDS

For Bid Bond requirements, see Part I, Bid Bond, of these Specifications.

The Contractor, at the time of signing and executing the Contract, shall execute and file with the City a Performance Bond to the satisfaction and approval of said City, in a sum of not less than one hundred percent (100%) of the amount of the Contract conditional upon the faithful performance of the Contract. For additional information, see Guarantees elsewhere in these specifications.

The Contractor, at the time of signing and executing any Contract in excess of twenty-five thousand dollars ($25,000), shall execute and file with the City a payment bond (public works labor and materials bond) to the satisfaction and approval of said City, in a sum of one hundred percent (100%) of the amount of the Contract in accordance with Public Contract Code §9550 et seq.

The surety shall be an admitted carrier in California with a valid surety license and possess a minimum rating from A. M. Best Company of A-VII. The Surety and /or co-sureties must be listed as an acceptable surety on federal bonds by the United Stated Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a Contract has been awarded to the Contractor to allow processing and escrow agreement for in lieu security.

The Contractor shall submit the Contract with his signature affixed thereto, required bonds or alternate security and evidence of insurance that conforms to the Contract within fifteen (15) calendar days after written notice that a Contract has been awarded to him.

The Contractor shall maintain the performance bond in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor’s option, replace said performance bond for a similar bond in the amount of twenty percent (20%) of the total Contract

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

amount, including adjustments, or the original performance bond, whichever is greater.

TIME LIMITS

The Contractor shall submit the Contract with his signature affixed thereto, required bonds or alternative security and evidence of insurance that conforms to the Contract within fifteen (15) calendar days after written notice that a Contract has been awarded to him.

A Notice to Proceed for this Contract will be issued upon receipt of the foregoing documents. The Contractor shall be ready to commence work within fourteen (14) calendar days after the effective date of said Notice to Proceed.

The terms of this Contract shall remain in effect for three hundred sixty-five (365) days from the effective date of the Notice to Proceed.

LICENSES AND PERMITS

Prior to the execution of any Contractual agreements, the successful Bidder shall obtain a City Business License. In addition, the Contractor shall be required to obtain and hold a Public Works Permit (Encroachment Permit) and/or Building Permit from City's Community Planning and Building Department. Contractor shall provide a copy of the completed permit(s) to the Public Works Department no later than three (3) days prior to the start of construction. The permit application fee(s) shall be waived.

SITE INSPECTION

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

SUBMITTALS

The review of submittals and approval thereof by the City does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications to which the submittals pertain.

Submittal Format:

1. Contractor shall submit individually bound copies of all submittals and revised submittals to the City's construction manager. A minimum of two (2) copies shall be submitted unless otherwise directed. Submittal submission may be done in pdf form via email.

2. All submittals shall have a cover sheet containing the following:

    a. Submittal date, submittal number and submittal revision number (as applicable),
    b. City project name,

3. Each submittal item shall clearly identify the specification section(s) and paragraph(s) for with the submittal item pertains to.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

4. Contractor is not guaranteed a specific review time period. If Contractor requires a quick submittal turnaround of specific submittal items, Contractor must indicate which submittal items require a quick turnaround by attaching a memo to the submittal indicating such and the requested turnaround period. The City shall make every effort to meet the requested review period.

5. Contractor shall place orders for all materials or equipment in time to prevent any delays to the construction schedule or project completion. If any materials or equipment are not ordered in a timely fashion, any additional charges made by equipment manufacturers and/or suppliers to complete the manufacturer and/or delivery in time to meet the construction schedule or project completion, together with any special handling charges shall be borne by the Contractor.

Submittal Content and Product Data:

1. Contractor shall review and accept submittals prior to submission.

2. Submittals shall contain all required information such as shop drawings, product data, etc.

3. Each submittal item shall be identified by manufacturer, brand name, trade name, model number, size, rating and additional information as is necessary to properly identify and verify the materials and equipment. The phrase “as specified” is not considered sufficient.

4. Where possible, submittal information shall be limited to the specific item being submitted. In the event multiple materials or equipment are described in one submittal, Contractor shall clearly identify the pertinent information being submitted on.

5. Accessories, controls, finish, etc. not required to be submitted or identified with the submittal shall be furnished and installed as specified.

PROTECTION OF PRIVATE PROPERTY

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible.

CONSTRUCTION QUALITY CONTROL

Definitions

Quality Management (QM) - All control and assurance activities instituted to achieve the product quality established by the Contract requirements.

Contractor Quality Control (CQC) - The construction Contractor's system to manage, control, and document Contractor's, suppliers', and subcontractor's activities to comply with Contract requirements.

Contractor Responsibility

General: The Contractor shall establish and maintain an effective quality control system in compliance with the Plans and Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with Contract requirements. The system shall cover construction operations both onsite and offsite, and shall be keyed to the proposed construction sequence.

The Quality Control Plan

Quality Control Plans and Procedures.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

The Contractor will be required to prepare a Quality Control Plan. This plan shall include, as a minimum, the following:

1. A description of the quality control procedures, including a chart showing lines of authority and acknowledgement that the Contractor shall implement the control system for all aspects of the work specified and shall report to the project manager or someone higher in the Contractor's organization.

2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.

3. A copy of the letter to the Engineer signed by an authorized official of the firm which describes the responsibilities and delegates the authority to implement the QC plan shall be furnished.

4. Procedure for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.

5. Control testing procedures for each specific case. Note that in the case of federally-funded projects, QA/QC testing must be performed by the city by a Caltrans-certified lab.

6. Reporting procedures including proposed reporting formats.

QC Plan Implementation

1. **Preconstruction Conference**. During the pre-construction conference, a mutual understanding of the CQC system details shall be developed, including the forms for recording the CQC operations, control activities, testing, and administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management with the Engineer's inspection. Minutes of the conference shall be prepared by City staff, and be signed by both the Contractor and the Engineer. The minutes shall become a part of the Contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.

2. **General.** After issuance of the Notice to Proceed, and prior to the start of construction, the Contractor shall furnish, for acceptance by the Engineer, the Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause entitled "Construction Quality Control". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable QC plan within the time herein prescribed, the Engineer may refuse to allow construction to start if an acceptable interim plan is not furnished.

3. **Control of Materials, Tests, and Inspections.** As listed below, and noted elsewhere in the specifications but not limited to the following items, the Quality Control Plan will include the dates for the Contractor to furnish certificates for product, or product test compliance, shop drawings or catalog cuts and requests for inspection or review.

    a. Tests and Inspections:
    Sub-grade compaction
    Aggregate placement and compaction
    Forms Placement
    Trench backfill and bedding
    Reinforcing bar placement
    Fill Material (if applicable)
    Pipe placement
    Lateral Connections
    High Strength Fasteners and Bolts
    Epoxy

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

b. Materials and Materials Certification:
Aggregate Base
Hot Mix Asphalt/Asphalt Concrete
Concrete
Catch Basin and Manhole Casting
Reinforcing Bar
Pipe Material
Trench backfill material
RC pipe
Slurry backfill

c. Daily Reports

The Contractor shall provide copies of daily reports which describe the work performed, weather conditions, personnel and equipment on site, and quality control activities performed.

The Contractor will not be paid for work prior to Engineer reviewing and accepting daily reports for the period of time payment is requested.

4. **Acceptance of Plan**. Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Engineer reserves the right to require the Contractor to make changes in the CQC plan and operations as necessary to obtain the quality specified.

5. **Notification of Changes.** After acceptance of the QC plan, the Contractor shall notify the Engineer in writing of any proposed change. Proposed changes are subject to acceptance by the Engineer.

6. **Testing and Certification**. The Contractor shall pay for all tests and inspections as required by the Plans and Specifications. The Contractor shall furnish certification of materials being used, upon request of the Engineer, without additional charge.

GUARANTEE

Materials and labor guarantees shall be per Part III of these specifications. All warranty shall be to the satisfaction of the City. Final payment will not be released without submission of warrantees.

REGULATIONS

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work, safety and hiring/employment practices. Nothing in the Specifications shall be construed to permit work not conforming to the regulations and codes set forth herein which include, but are not limited to the following:

1. Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.

2. California Building Code, latest edition as adopted by the City

3. California Electrical Code, latest edition as adopted by the City

4. California Mechanical Code, latest edition as adopted by the City

5. California Plumbing Code, latest edition as adopted by the City

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

6. California Green Building Standards Code, latest edition as adopted by the City
7. California Historic Building Code, latest edition as adopted by the City
8. California Occupational Safety and Health Administrative Code, latest edition
9. California Government Code Section 4216, Protection of Underground Infrastructure
10. National Fire Protection Association NFPA 1 Fire Code, latest edition
11. National Fire Protection Association NFPA 13, 13R, 13D Fire Sprinklers Code, latest edition
12. National Fire Protection Association NFPA 72 Fire Alarm Systems Code, latest edition
13. The California Labor Code,
14. Federal Water Pollution Control Act (Clean Water Act), and,
15. Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.).

PUBLIC SAFETY AND PROTECTION OF THE WORK

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the work area or injury to the public. No separate payment shall be made for such work. If in the opinion of the [Insert Title], adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefore. Attention is directed to Sections 7-l.03 "Public Convenience" and 7-l.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and court costs, and all other professional, expert, or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's Contractors or subcontractors, if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those claims which arise out of the active negligence, sole negligence, or willful misconduct of the City.

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

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this Agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, Contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the negligence of the City.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

INSURANCE

Contractor shall procure and maintain, at its own cost, in effect throughout the term of the Agreement, and for one (1) year thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Commercial General Liability** ("CGL") Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** ISO Form Number CA 0001 covering Code 1 (any auto), with limits no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Surety Bonds** as described in Part IV.

5. **Professional Liability** (if Design/Build), with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

If the Contractor maintains **broader coverage and/or** higher limits than the minimums shown above, the City requires and shall be entitled to **the broader coverage and/or** higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

CLAIMS MADE POLICIES

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the Contract or the beginning of Contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of Contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of Contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Legal Liability (PLL) policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's PLL policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Subcontractors

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Contractor shall either (1) insure the activities of its subcontractors in its policies; or (2) require and verify that each of its subcontractors procure and maintain insurance meeting all the requirements stated herein, with Contractor ensuring that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

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

Verification of Coverage

Contractor shall furnish the City with certificates of insurance and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Neither the insurance requirements hereunder, nor acceptance or approval of Contractor's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in the Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnification obligations under the Agreement.

RESOLUTION OF CONSTRUCTION CLAIMS – ALL CONTRACTOR CLAIMS

Applies to ALL Contractor Claims for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (Public Contract Code §9204)

1. The following provisions applies to Contracts entered into on or after January 1, 2017.

2. In accordance with Section 9204 of the California Public Contract Code, this Section applies to any claim by a Contractor in connection with a public works project for:

    a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a Contract for a public works project.

    b. Payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

    c. Payment of an amount that is disputed by the City.

3. Upon receipt of a claim pursuant to this section:

    a. The City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and a Contractor may, by mutual agreement, extend the time period provided in this subdivision.

    b. The claim shall be in writing, include reasonable documentation to substantiate the claim as specified in subsection d below, and be accompanied by the following certification:

    "CONTRACT PROVISION REQUIRING PERSONAL CERTIFICATION OF ALL CLAIMS:
    I, _____, BEING THE _____

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

(MUST BE AN OFFICER) OF _____ (GENERAL Contractor), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE CITY IS LIABLE; AND, FURTHER THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 12650, ET SEQ. PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER LEGAL CONSEQUENCES."

c. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.

d. The claim must include actual cost documentation, including hours of work performed, equipment operation costs, and labor and overhead costs, which should be established at a standard percentage. Any overhead costs listed when paid, shall provide full and complete payment for any and all overhead, including jobsite overhead, home office overhead, as well as additional costs arising from disruption, re-sequencing or acceleration. Contractor shall provide prompt notification of any disagreement in quantities of work performed along with a detailed accounting by means of a schedule update demonstrating any delays incurred.

e. If the City needs approval from the City Council to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

f. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph 5 of this section shall apply.

4. Following City's written response:

a. If the claimant disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

b. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

claim remaining in dispute shall be subject to applicable procedures outside this section.

c. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

d. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

e. This section does not preclude the City from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

5. Failure by the City to respond to a claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

6. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

7. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a City because privity of Contract does not exist, the Contractor may present to the City a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the City shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the City and, if the original Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

8. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

RESOLUTION OF CONSTRUCTION CLAIMS – CLAIMS UNDER $375,000

Applies to claims under $375,000 for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (California Public Contract Code §20104 et seq.)

1. In addition to the provisions of California Public Contract Code §9204 set forth in Section Q above which applies to all construction claims for: a) a time extension; b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this Contract which is not otherwise expressly provided for or the Contractor is not otherwise entitled; and c) payment of an amount that is disputed by the City, the following provisions shall also apply to said construction claims of three hundred seventy-five thousand dollars ($375,000) or less.

2. If, following the meet and confer conference set forth in Section Q.4.a. above, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900)

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits its written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

3. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

a. Responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

b. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

c. In addition to Chapter 2.5 (commencing with Section 1141.10 of Title 3 of Part 3 of the Code of Civil Procedure (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

d. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in this Contract.

e. In any suit filed under Section 20104.4 of the California Public Contract Code, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

PRE-CONSTRUCTION CONFERENCE

Prior to the beginning of any work on this project, a conference shall be held at the City's Department of Public Works. The date and time of this conference shall be established by the Contractor contacting that office at 831-620-2070 not less than forty-eight (48) hours in advance of the meeting date and time.

An itemized list of materials and equipment the Contractor proposes to use on specific project Work Orders shall be submitted to the City prior to or during the conference for that project.

A preliminary project timeline shall be submitted to the City prior to or during the preconstruction conference.

LIQUIDATED DAMAGES

Unless stated otherwise in the Specifications, it is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of $1,200.00 per site per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City may deduct the

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

amount thereof from any money due or that may become due the Contractor under the Contract.

It is further agreed that, in case the work called for under the Contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion of the Contract or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the Contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Project Manager in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive.

CONSTRUCTION PROCEDURE

An outline of the proposed construction procedure shall be submitted by the Contractor to the Project Manager for review and shall obtain his approval before beginning work. The Project Manager will be especially interested in:

1. Minimizing any interruption to use of driveways (no more than 4-hour interruption). Any interruption of more than 4 hours shall be prearranged with the Project Manager. Residence occupant shall be notified with a written notice a minimum of three (3) business days Confirm with the Project Manager in advance.

2. Adjacent property owners shall be notified with a written notice a minimum of three (3) business days in advance of any construction impacts.

3. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Project Manager a minimum of one week in advance of any interruptions to building operations and parking lots.

4. Minimizing any hazard to the general public.

5. Proper handling of hazardous materials.

6. All work will occur between 8am. and 5pm. Monday through Friday, unless otherwise approved in writing.

7. There shall be no work on weekends, City's recognized holidays, and between 7:00 P.M. and 8:00 A.M. on weekdays without written approval from the City. A list of City's recognized holidays is available upon request.

8. Contractor shall notify the Project Manager a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Project Manager prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Project Manager prior to concrete placemat shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.

9. Traffic control requirements cited elsewhere in these Specifications must be considered in the construction procedure submitted to the Project Manager.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

TRAFFIC CONTROL

A. Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within those areas that are within the limits of the project and are open to traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. In accordance with the statement in Vehicle Code Section 591, this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.

B. Traffic control shall conform to the provisions of Section 12, "Temporary Traffic Control" of the Standard Specifications and the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) as adopted by Caltrans.

C. A Traffic Control Plan (TCP) shall be submitted to the City Project Manager for approval prior to commencement of work and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Department of Public Works at 831-620-2070 a minimum of three (3) business days in advance as to proposed closures and alternate routes available.

D. A Traffic Control Plan (TCP) is required for all work performed within the public right-of-way. The objective of the plan is to permit a Contractor, or utility, to work within the public right-of-way safely, efficiently, and effectively while maintaining a safe, uniform flow of vehicle traffic. Additionally, a TCP ensures safe provisions for bicyclists and pedestrians to bypass the construction work zone.

E. Every TCP submitted for City review and approval must conform to the following guidelines:

1. TCP shall reflect actual job site conditions.
2. TCPs shall be prepared to scale on 24” x 36” or 11” x 17” sheets.
3. Use legible lettering.
4. Provide a legend for symbols used.
5. Provide a north arrow.
6. Provide a USA/Dig Alert warning stamp.
7. Lay out streets in proper orientation and label streets.
8. Indicate posted speed limits.
9. Show existing crosswalks, bike lanes, striping, ADA ramps, berms, or drainage facilities.
10. Show existing regulatory signs in the vicinity of the Work Zone.
11. Identify the type of construction (i.e. install gas line, pave new driveway).
12. Indicate location and dimensions of the proposed construction Work Zone.
13. Show any equipment/materials staging area, if applicable.
14. Note the Contractor’s business name, address, phone number, and license number.
15. Note the name and phone number of a 24-hour contact(s) associated with the Contractor.
16. Indicate the start date and estimated construction completion date.
17. Label proposed temporary construction signs, barricades, and delineators.
18. Label proposed taper lengths, width, and delineator spacing.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

19. Label signs/barricades to navigate bicyclists and pedestrians around the Work Zone.
20. Label any proposed temporary parking restrictions.
21. Copy the following General Notes onto the TCP.

F. Traffic Control Plans submitted for City review must include the following General Notes:

1. All traffic control devices shall conform to the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD).
2. Work hours are 8:00 am – 5:00 pm Monday-Friday.
3. Any night work will require prior written approval from the City Project Manager.
4. The Contractor shall maintain traffic control devices 24 hours per day, 7 days per week.
5. Traffic control devices shall be removed from view when not in use.
6. Travel lanes through construction sites shall be at least 12 feet wide.
7. Temporary “No Parking” signs must be posted at least 48 hours prior to work.
8. Trenches must be backfilled or plated during non-working hours.
9. A flashing arrow board is required on arterial lane closures.

G. The Contractor is to notify residences and/or businesses a minimum of three (3) business days in advance of closing access to any driveways or providing any detours or changes in on-street parking. Notifications shall be in writing.

H. Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times. The Director of Public Works shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Director of Public Works, the City may furnish and install same and charge the Contractor therefor.

I. The Contractor shall, at his own expense, construct and maintain in good condition, such detours, detour bridges and temporary crossings for use by the public as deemed necessary or expedient by the City Project Manager for the proper execution of the work.

J. The Contractor shall designate a representative who can be reached immediately (24 hours per day) in the event of traffic control device failures.

REMOVAL OF OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris or other obstructions of any character to the work area called for in the specifications, and as required by the Project Manager.

If archeological items or hazardous wastes are discovered during construction operations, the Contractor shall cease operations in those areas and the Contractor shall immediately notify the Engineer.

The Contractor shall remove and dispose of all trees designated for removal as shown on the plans, designated by the specifications and as required by the Project Manager for the proper completion of the work. See Tree Protection Requirements elsewhere in these specifications.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

UNDERGROUND UTILITIES

Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). Prior to any trenching operation, Contractor shall pothole underground obstructions and utilities that appear to be in conflict with the work area. However, the City shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such facilities not indicated or in a location different from that indicated on the Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

UTILITY COMPANY COORDINATION

Contractor shall coordinate construction activities with the utility companies as required and shall adjust the construction schedule to accommodate utility relocation as necessary.

CONTRACT PLANS AND SPECIFICATIONS

The Contractor will be supplied with five sets of plans and specifications at no expense. One of these sets of plans is to be used for the purpose of recording record (as-built) conditions. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the Contract plans and specifications, all of which form a part of the Contract documents and are available in the Public Works Department.

DUST CONTROL

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 14-9, “Air Quality”, of the Standard Specifications.

CONNECTION TO EXISTING UTILITIES

The City shall permit the Contractor to use available existing utilities at the City’s expense, excluding telephone; however, if the Contractor chooses to make use of said utilities, Contractor shall assume full responsibility for any changes made by Contractor related thereto, and for any consequences caused thereby. Upon completion of the work, Contractor shall remove any modifications to existing utilities made by Contractor, and shall restore existing utilities to conditions existing at time of award.

SANITARY FACILITIES

Contractor may provide his/her own portable sanitary facilities on-site, for the duration of the work. Coordinate location(s) with the Project Manager. Existing City-owned sanitary facilities may be used.

INSPECTION OF WORK

It is the responsibility of the Contractor to call for all required inspections within the required time lines. The City reserves the right to perform random inspections at any time.

The Project Manager shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the work.

Whenever the work provided and contemplated by the Contract shall have been satisfactorily completed

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

and the final cleanup performed, the Project Manager will make the final inspection.

ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the Contract. Additionally, the City's Municipal Code Section 17.42.020 Urban Runoff Water Quality and Discharge Management, C. Discharge Prohibitions states,

> "No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water…"

Contractor shall comply with all water quality regulations in the City's Municipal Code Chapter 17.43 Water Quality Protection Ordinance, and State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges.

EROSION AND SEDIMENT CONTROL PLAN

Project under 1 acre of disturbance

For any project involving ground disturbance, the Contractor shall submit a site-specific Erosion and Sediment Control Plan (ESCP) or Storm Water Pollution Prevention Plan (SWPPP) for City review and approval prior to start of work. The ESCP shall include at a minimum:

- Site topography,
- Nearby watercourses within 200 feet of the project area,
- Location of existing utilities,
- Proposed grading contours,
- Total area of disturbance,
- Locations and installation details of site-specific construction site Best Management Practices (BMPs), including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, stockpile and equipment staging areas, materials storage, and waste management.

Detailed design and implementation guidance for construction BMPs can be found through the California Storm Water Quality Association's Construction BMP Handbook Portal, Caltrans Storm Water Quality Manuals and Handbooks, and the Construction BMP Handbook of the Monterey Regional Stormwater Management Program available at http://montereysea.org/best-management-practices/.

BEST MANAGEMENT PRACTICES DURING CONSTRUCTION

Erosion and sediment control BMPs shall be in place and implemented, as appropriate, prior to commencing grading or vegetation removal. The Contractor shall implement and maintain BMPs throughout the life of the project to prevent discharges of pollutants, including trash, to the street, storm drain system, and local waterways.

Activities to be performed by Contractor include, but are not limited to:

- At all times, Contractor shall implement and maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs.

- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current weather conditions or as directed by City inspector, and always within 24 hours prior to and after any predicted storm:

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

- Inlet protections and perimeter controls;
- Vehicle entry and exit locations;
- Vehicle parking and storage areas;
- Disturbed areas of the construction site;
- Runoff discharge locations;
- Areas that have not received final stabilization;
- Areas used for storage of materials that are exposed to wind or rain;
- Equipment and staging areas that are exposed to wind or rain; and,
- All waste storage areas.

Where sites have been stabilized, such inspection shall be conducted at least once every month while the project is on-going.

- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:

  - Erosion, or
  - Sediments being tracked offsite and into waterways or the storm drainage system, or
  - Other pollutants entering waterways or the storm drainage system.

Deficiencies observed during inspections shall be noted and rectified before the end of the workday. Construction site storm water management and control measures shall be implemented year-round regardless of season. All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

Best Management Practices for Concrete and Asphalt Work

- Protect nearby storm drain inlets and adjacent water bodies prior to breaking up asphalt or concrete (e.g., place sandbags around inlets or work areas) if rain is forecast.
- During saw cutting and grading operations, use as little water as possible. Protect nearby catch basins or gutters, or use materials to contain the slurry. If slurry enters the storm drain system, remove material immediately.
- Remove saw-cut slurry from the work area with a shovel, vacuum, or by sweeping as soon as it is dry or by the end of the day.
- After breaking up old pavement, sweep up materials thoroughly to avoid contact with rainfall and storm water runoff. Recycle as much material as possible, and properly dispose of non-recyclable materials.
- Never dispose of concrete washout into the street, storm drains, drainage ditches, or creeks.
- When conducting asphalt patching or resurfacing, cover and seal nearby storm drain inlets and manholes before applying seal coat, slurry seal, etc. Leave covers in place until job is complete and until all water from emulsified oil sealant has drained or evaporated. Collect waste materials for proper disposal.

Best Management Practices for Vegetation Management and Landscaping

- When conducting vegetation pruning, mowing or leaf blowing/removal, do not discard vegetation, grass, or leaves in the street or near a storm drain inlet.
- When conducting mechanical or manual weed control, apply ground cover such as mulch or wood chips to loosened and bare soil.
- Plant native drought-tolerant species, wherever possible, to reduce the need for water and

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

herbicides.

- The City does not use pesticides or herbicides in municipal landscape areas. If pesticide or herbicide use is required for a specific issue that cannot be addressed by mechanical means, it must be approved by the [Insert Title] prior to application.
- All supplemental irrigation systems require the use of an automated irrigation controller, which must include a water budget feature and may include products, which rely on soil or weather sensors to adjust irrigation schedules.
- Low volume irrigation is encouraged for landscape areas containing trees, shrubs and groundcover. Do not use fixed spray nozzles in landscape beds measuring 3 feet or less.
- Hoses used to hand water landscaped areas must be equipped with a positive shut off device.

Best Management Practices for Paved Area and Surface Cleaning

- Sidewalks, gutters, plazas, alleyways, driveways, steps, and other outside areas should be cleaned by sweeping preferably. If water is used to clean or rinse (whether by hosing with water only, pressure washing, steam cleaning, or other similar method), only water from the City's non-potable water cistern shall be used and all the wastewater must be collected and disposed of in the sanitary sewer. The wastewater may not runoff into the street or be discharged into the storm drain system.
- Cleaning solvents may not be used outside to clean ground surfaces, such as sidewalks, walkways, plazas, patios, driveways, loading docks, delivery areas, or dumpster areas, unless all the solvent is cleaned up and properly disposed of.
- Wastewater from cleaning windows, walls, and building exteriors may not be discharged to a street or the storm drain system. All the wastewater must be collected and disposed of in the sanitary sewer.
- If water is used to remove paint or graffiti from building exteriors, walls, steps, signs, and other surfaces, the wastewater and paint particles may not be discharged to the street or storm drain system. This wastewater may be discharged to the sanitary sewer if the paint does not contain lead and the large paint particles are filtered out prior to discharge.

POLLUTION PREVENTION EXPECTED OUTCOMES

Storm water management and control practices shall result in the following outcomes on all project sites, regardless of size:

- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, trash, chemicals, construction debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill occurs that may threaten local water quality, Contractor must call 911 immediately and notify City Public Works staff;
- Site disturbance shall be kept to that portion necessary for construction only, and perimeter controls shall be implemented at all times during all weather conditions;
- Soil stabilization of graded areas shall be in place at all times where construction activities have temporarily and/or permanently ceased;
- No deposit of mud, soil, sediment, concrete washout, trash, dewatering runoff, chemicals, vegetation clippings or other similar waste shall occur on or into public rights of way, the City's storm water system, or local waterways. Any such discharge shall be cleaned-up promptly;

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

- No runoff from disturbed or graded areas, or material stockpiles, shall contain sediments and/or pollutants. Run-on shall be diverted away from graded and disturbed construction areas; and,

- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris, and construction entrance/exist(s) shall be adequately stabilized to prevent tracking of soil/sediment from reaching streets/paved surfaces and drainage pathways.

The City's Environmental Compliance Manager may perform periodic site monitoring visits to ensure the Contractor complies with the requirements specified herein. In the event work is found non-compliant, a follow up site monitoring visit will be conducted to ensure non-compliant items have been corrected to the satisfaction of the City. If non-compliant items are not properly addressed prior to the follow up site monitoring visit, the costs associated with additional follow up site monitoring visits shall be deducted from the Contractor's final payment.

TREE PROTECTION REQUIREMENTS

According to the City Municipal Code Section 12.28.340, for the purpose of safeguarding trees during construction, demolition or tree removal, the following conditions shall apply to all trees other than trees for which a removal permit has been issued:

A. Prior to the commencement of construction, demolition or tree removal, all trees on the building site shall be inventoried by the owner or Contractor as to size, species and location on the lot, and the inventory shall be submitted on a topographical map to the Building Official. This condition may be waived by the Building Official for tree removal and minor demolition.

B. Damage to any tree during construction, demolition or tree removal shall be immediately reported by a person causing the damage, the responsible Contractor or the owner to the Project Manager, and the Contractor and/or owner shall treat the tree for damage in the manner specified by the Director of Forest, Parks and Beach.

C. Oil, gasoline, chemicals and other construction materials shall not be stored within the drip line of any tree.

D. Drains shall be installed according to City specifications so as to avoid harm to trees due to excess watering.

E. Wires, signs and other similar items shall not be attached to trees.

F. Cutting and filling around the base of trees shall be done only after consultation with the Director of Forest, Parks and Beach, and then only to the extent authorized by the Director of Forest, Parks and Beach.

G. No paint thinner, paint, plaster or other liquid or solid excess or waste construction materials or wastewater shall be dumped on the ground or into any grate between the dripline and the base of the tree, or uphill from any tree where such substance might reach the roots through a leaching process.

H. The property owner/Contractor shall be required to erect protective barricades around all trees on a private building site. These barricades must be in place prior to the start of any construction or demolition activities. Barricades shall be upright two-inch by four-inch planks standing a minimum of eight feet vertically, conforming to the tree, tied with wire or rope forming a maximum of one space between the planks. If the tree's configuration or site conditions do not lend themselves to the installation of this type barricade, the Director of Forest, Parks and Beach will designate alternate tree protection methods. Under certain conditions where soil compaction is probable, fences may also be required around a tree or grouping of trees.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

I. Wherever cuts are made in the ground near the roots of trees, appropriate measures shall be taken to prevent exposed soil from drying out and causing damage to tree roots.

J. Trimming cuts shall conform to arboricultural standards and shall be made along the branch bark ridge.

K. Earth surfaces within the drip line of any tree shall not be changed or compacted. All equipment, material, and soil storage shall be kept beyond the drip line of trees.

L. Prior to the start of any construction or demolition activities, the property owner/Contractor is required to spray or have a certified applicator spray the lower six feet of all pine tree trunks with a pesticide approved by the California Department of Food and Agriculture for the treatment of bark beetles.

M. Failure to protect or maintain trees on construction/demolition sites is a violation of the municipal code and grounds for suspension of the building permit. (Ord. 91-4 §§ 1 – 7, 1991; Ord. 84-6 § 1, 1984; Ord. 83-25 § 1(G), 1983; Ord. 81-4 § 12, 1981; Code 1975 § 1237).

TECHNICAL SPECIFICATIONS

SECTION 15. - EXISTING FACILITIES

15-1.01 - General **-** This work shall consist of removing, adjusting, relocating, reconstructing, or restoring existing facilities, located within, adjacent to and outside of street right-of-ways or easements, which interferes with the project construction activities, including removal, reconstruction, restoration of storm drainage facilities, Portland cement concrete sidewalk, curb and gutter, cross-gutter, curb ramps, asphalt concrete berms and asphalt concrete pavement, required to satisfactorily complete the work.

This work shall include raising and/or adjusting new manholes and existing clean-out to new finished grade. Adjustment of manholes and clean-out located within the street pavement section shall be made after completion of the trench resurfacing paving or street repaving work with 8" thick minimum Class A (6 - sack cement/cubic yd.) PCC collar capped with equivalent thickness of asphalt concrete to match adjoining asphalt concrete surface.

Existing utilities, public and private facilities, including curb, gutter, sidewalk, driveways, AC berms, mailboxes, fences, walls, trees, and landscaping which are to remain in place shall be protected from damage. The Contractor shall be responsible for the cost of replacing or repairing any damaged utility, public or private facilities, trees and landscaping, caused by the construction. All existing facilities damaged by construction activities shall be reconstructed and restored to be in kind and equal to or better than the original.

Contractor shall pothole to verify the locations and depths of all existing underground utilities and services prior to construction. Critical pothole locations shown on the plans and the depths of the existing utilities at these locations must be verified prior to beginning construction. The Engineer shall be immediately notified of any potential conflicts.

15-1.03 - CONSTRUCTION

15-1.03A - General **-** Removal of existing storm drain pipes, manholes, catch basins and headwalls to be replaced shall be performed in such a manner as to maintain storm water flows. All removed material shall be disposed of off-site. Off-site disposal is the responsibility of the Contractor.

Pavement shall be neatly cut with a pavement saw. A second sawcut may be required for a tee cut or if the pavement is damaged or chipped during the excavation.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Catch basin reconstruction shall consist of complete removal of the existing catch basin structure and constructing a complete new catch basin structure in its place, with new frame and grate, hood/curb opening and curb and gutter transition.

Connections to existing manholes and catch basins will require breaking out concrete and removal of the existing pipe connection. Pipe connections shall be installed directly into the manhole and/or catch basin.

15-1.03B - Removing Concrete **-** Concrete shall be removed at the locations necessary for construction, as shown on the plans, or as directed by the Engineer.

Concrete shall be defined as all or portions of Portland cement concrete curbs, curb & gutter, cross-gutters, sidewalks, gutter depressions, driveways, aprons, curb ramps, and all other concrete and/or masonry facilities.

All sections of concrete to be removed shall be saw cut to a clean, neat edge.

Concrete removal operations shall be performed without damage to any portion that is to remain in place. All damage to existing facilities which are to remain in place shall be repaired to a condition equal to or better than existing, and shall be made by the Contractor at his own expense.

15-1.04 - Payment **-** Payment for removal and reconstruction of existing facilities shall be made at the contract unit price under:

Item: Remove existing and Reconstruct Catch Basin..... Per Each
Item: Remove existing & Reconstruct 3' x 4'

Catch Basin, including all pipe connections..... Per Each
Item: Remove Catch Basin approx. 4' x 5' w/dbl grate ..... Per Each
Item: Remove short section of existing 18" HDPE

culvert including headwall..... Per Each
Item: Remove existing 12" CMP & Replace with

18" HDPE located within landscaped slope

within 2nd Ave. including 30º bend fitting ..... Per Linear Foot
Item: Raise clean-out to new finished grade..... Per Each

No separate payment for raising/adjusting manholes located within the street section after trench resurfacing or street repaving to new finished grade. Full compensation for this work shall be considered as included in the bid item for "Construct Manhole."

No separate payment shall be made for sawcutting, Portland cement concrete and asphalt concrete removal and disposal. Full compensation for sawcutting, PCC and AC concrete removal and disposal shall be considered as included in the pertinent bid items. All removal material shall be disposed of off-site, not on City property. Disposal is the responsibility of the Contractor.

Unless identified as a specific bid item, or included in a bid item, no separate payment shall be made for the removal of existing storm drain pipes, catch basins, headwalls, concrete wall structures, AC berms, concrete curbs and gutter, and cross-gutter that are considered a

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

part of the storm drain and catch basin construction and/or reconstruction work. Removal of these facilities shall include costs for off-site disposal of materials and for all necessary structure excavation, backfill, compaction, and surface restoration.

No separate payment shall be made for potholing to determine and verify depths of underground utilities and services prior to construction. Full compensation for all potholing work shall be included under the pertinent bid items.

Contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to perform the work, complete in place, as specified on the plans and these Technical Specifications.

SECTION 17. - EARTHWORK AND LANDSCAPE - GENERAL

17-1.01 General **-** The Contractor is responsible for furnishing and applying water needed for construction. The Contractor shall make his own arrangement with California American Water Company to draw water from fire hydrants.

17-1.04 - Payment **-** No separate payment shall be made for watering. Full compensation shall be considered as included in the pertinent bid items.

SECTION 18. - DUST PALLIATIVE

18-1.01 - General **-** This work shall consist of the application of adequate water for the prevention of dust nuisance. The close proximity of businesses, residences, motels, pedestrian and vehicular traffic require that the Contractor keep dust to an absolute minimum.

18-1.04 - Payment **-** No separate payment shall be made for dust palliative. Full compensation shall be considered as included in the pertinent bid items.

SECTION 19. – EARTHWORK

19-1.01 - General **-** This work shall consist of roadway excavation for removing, re-grading and repaving pavement areas as shown on the plans, trench resurfacing, restoring AC berm, curb and gutter, and cross-gutter; structure excavation and backfill including off-site disposal of excess material required for construction of storm drain improvements.

19-3 - Structure Excavation and Backfill

19-3.01 - General **-** This work shall consist of all excavation and backfill required for the removal and installation of storm drain pipes, manholes, catch basins, and rock rip-rap as shown on the plans. Structure excavation shall include saw-cutting, removal, and offsite disposal of existing pavement, base material, AC berm, concrete curb, gutter, sidewalk, cross-gutter, etc., for the trench section and appurtenant structures.

No geotechnical field investigation was performed for the project sites. Varying types of soils are anticipated to be encountered during excavation; and hard rock may be encountered during excavation at any depth and location. Varying degrees of hard bedrock materials and presence of ground water may be encountered. The Contractor is responsible to make his own investigation of the project site(s) and is encouraged to perform his own soil investigation to evaluate subsurface soil conditions. No additional

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

payment shall be made for unanticipated material encountered during excavation, including any rock excavation work requiring additional effort and special equipment, and for any necessary de-watering to remove excessive ground water.

However, extra working days may be added to the time of completion, to compensate for any delays resulting from any rock excavation and de-watering encountered during construction.

19-3.02 - Materials

19-3.02C - Structure Backfill **-** Structure backfill must be free of organic or other unsatisfactory material and compacted to a relative compaction of at least 95 percent for its entire depth.

19-3.02D - Pervious Backfill Material **-** In areas where excessively wet, soft, spongy, unstable, or similar unsuitable material is encountered at the depth of pipe installation, such material shall be removed and replaced by drain rock. Drain rock bedding shall be smooth face, ¾" size and shall be placed to a minimum depth of 6", or as directed by the Engineer.

19-3.02E - Slurry Cement Backfill **-** Slurry cement backfill shall contain not less than 2 sacks (186 pounds) of cement per cubic yard.

19-3.02F(2) - Sand Bedding **-** Sand bedding and sand backfill may be used by the Contractor, and if used shall be free from clay or organic material, suitable for the purpose intended, and shall be of such size that 90 to 100 percent will pass a No. 4 sieve and not more than 5 percent will pass a No. 200 sieve. If sand backfill is used, the Contractor shall be responsible for offsite disposal of trench spoil.

19-3.02H - Concrete Backfill **-** Concrete encasement around the pipe shall contain no less than 564 pounds of cement per cubic yard (6-sack mix).

19-3.03 - Construction

19-3.03E - Structure Backfill **-** The provisions of this section of the Standard Specifications shall apply to the work. Backfill material shall be placed in uniform layers not
to exceed 0.67 foot in thickness before compaction. Compaction equipment or methods which may cause excessive displacement or may damage structures shall not be used. Structure backfill shall be compacted to 95% R.C. for its entire depth.

19-3.04 - Payment **-** No separate payment shall be made for structure excavation, backfill, compaction, including any unanticipated rock excavation or de-watering encountered in the work. Full compensation shall be considered as included in the pertinent bid items.

Payment for slurry cement backfill and permeable drain rock bedding, if required, and authorized by the Engineer, shall be made at the contract unit price under:

Item: Install slurry cement backfill ..... Per Cubic Yard
Item: Permeable drain rock bedding, if necessary ..... Per Ton

No separate payment shall be made for concrete encasement backfill. Compensation for concrete encasement backfill shall be considered as included under the pertinent bid items specifying the pipe to be concrete encased.

SECTION 22. - FINISHING ROADWAY

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

22-1.01 - General **-** The Contractor, upon completion of all construction operations shall be required to finish all roadway areas as specified in this section of the Standard Specifications.

22-1.04 - Payment **-** No separate payment shall be made for finishing the roadway areas. Full compensation shall be considered as included in the listed bid items.

SECTION 26. - AGGREGATE BASE

26-1.01 - General **-** This work shall consist of furnishing, spreading, and compacting aggregate base in all areas requiring aggregate base, in accordance with the Standard Specifications and these Technical Specifications.

Class 2 aggregate base shall be furnished, placed, and compacted to the thicknesses specified under curb, curb and gutter, cross-gutter, sidewalk, curb ramps and trench resurfacing.

26-1.02B - Class 2 Aggregate Base **-** Aggregate for Class 2 aggregate base shall conform to the grading requirements for ¾" maximum grading, and shall conform to the quality requirements of the Standard Specifications.

26-1.03D - Spreading **-** Thickness of aggregate base used under curb and gutter, sidewalk, curb ramps and cross gutter shall be as shown on the plans or specified in these technical specifications. Thickness of aggregate base for trench resurfacing shall be equivalent to the existing section, except that in no case shall the thickness be less than 6".

26-1.03E - Compacting **-** Aggregate base shall be compacted to 95% minimum compaction.

26-1.04 - Payment **-** No separate payment shall be made for aggregate base used for trench resurfacing, under curb and gutter, sidewalk, curb ramps, cross gutter and pavement widening strips. Full compensation shall be considered as included in the pertinent bid items requiring Class 2 aggregate base.

SECTION 39. - ASPHALT CONCRETE

39-2 - HOT MIX ASPHALT

39-2.01 - General **-** This work shall consist of furnishing, spreading, and compacting Type A asphalt concrete in all designated areas to the lines and grades as shown on the plans, in accordance with the Standard Specifications and these Technical Specifications.

39-2.01B(3)- Asphalt Binder **-** Paving asphalt shall have a viscosity grade of PG 64-10 and shall conform to the provisions of Section 92, Asphalt Binders, of the Standard Specifications.

39-2.01B(4) - Aggregate **-** Coarse and fine aggregate for Type A asphalt concrete shall conform to the grading requirements specified in Section 39-2.02 for ½" maximum, grading for trench resurfacing and pavement conform strips.

Aggregate quality shall meet or exceed the quality characteristic requirements for Type A HMA (Hot Mix Asphalt).

39-2.01B(11) - Miscellaneous Areas and Dikes **-** Rolled AC berms shall be constructed with ½" max. gradation with Type A HMA.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

39-2.01C(3)(f) - Tack Coat **-** Tack coat shall conform to the provisions of Section 94, Asphaltic Emulsion, of the Standard Specifications. A tack coat of SS-1 shall be applied at all vertical edges, at cold joints, on underlying pavement surfaces to be overlayed, and between lifts of paving.

Tack coat shall be applied to the underlying pavement at a rate of 0.10 gal./sq. yd. Tack coat applied between lifts of new paving shall be at a rate of 0.05 gal./sq. yd. Care shall be taken to prevent over-spraying of oil onto existing driveways.

Prime coat is not required.

39-2.01D - Payment **-** Payment for asphalt concrete used for re-grading and re-paving pavement areas to improve drainage shall be made at the contract unit price under:

Item: Remove Re-grade & Re-pave driveway entrance w/3" thick AC ..... Per Square Foot
Item: Install rolled AC berm across Acacia Way ..... Per Linear Foot
Item: Remove, Re-grade & Re-pave area adjacent to new drop catch basin, including raising AC berm at Carmelo & 11th ..... Per Square Foot
Item: Re-pave area to transition into existing catch basin at San Antonio & 11th ..... Per Square Foot
Item: Grind & Re-pave with 3” thick asphalt concrete for segment of Lincoln St. ..... Per Square Foot
Item: Place 2½” asphalt concrete overlay for segment of Second Ave Per Square Foot
Item: Restore and/or raise existing rolled AC berm along Lincoln St. & Second Ave. ..... Per Linear Foot

Unless otherwise specified as a specific bid item, no separate payment shall be made for asphalt concrete used for trench resurfacing, pavement conform strips, and AC berm restoration.

SECTION 51. - CONCRETE STRUCTURES

51-1.01 - General **-** This work shall consist of constructing storm drain structures to the lines and grades established by the Engineer in accordance with the plans, and as specified in these Technical Specifications.

Concrete used for construction of structures (all manholes and catch basins) shall be Class A concrete containing six (6) sacks of cement per cubic yard, mixed, placed, and poured in accordance with the provisions of Section 90, “Portland Cement Concrete,” of the Standard Specifications.

Concrete used for construction of the headwall shall be Class B concrete containing (5) sacks of cement per cubic yard. Concrete shall be "Sequoia Sand" color.

Catch basins (drainage inlets) shall be of the type specified and constructed as detailed on the plans. Frame and grate shall be rated for H-20 traffic loading.

Clean-out for sub-drain shall be installed as detailed on the plans.

The exact location of catch basins, manholes, sub-drain clean-out and headwall shall be determined in the field at the time of construction.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Pre-cast concrete manholes shall be constructed as detailed on the plans. All pre-cast joints shall be sealed with a flexible, watertight mastic sealant material (Ram-Nek, ConSeal or equal) and cement mortared both inside and outside. Standard manhole is 48” diameter. Manhole frame and cover shall be non-rocking, rated “Extra Heavy Duty”, with a total weight set of approximately 320 lbs. Cover shall be marked "Storm Drain".

51-1.04 - Payment **-** Payment for manholes, catch basins and headwall construction shall be made at the contract unit price under:

Item: Construct Storm Drain Manhole..... Per Each
Item: Construct Storm Drain Drop Manhole..... Per Each
Item: Construct Catch Basin ..... Per Each
Item: Construct GOL-7 Catch Basin ..... Per Each
Item: Construct Drop Catch Basin ..... Per Each
Item: Connect to existing Catch Basin ..... Per Each
Item: Construct rock-faced Headwall ..... Per Each
Item: Install Clean-out for sub-drain..... Per Each

The contract unit price for manhole construction shall include all pipe connections and adjusting the manhole frame and cover to new finished grade after completion of the trench patch paving and/or repaving of pavement surface along Lincoln St.

The contract unit price for catch basin construction shall include all pipe connections, trench drain re-connection at Second Ave., the segment of PCC curb and gutter, gutter transition, and/or AC berm transitions as specified on the plans, or as directed by the Engineer.

The contract unit price for headwall construction shall include the cobblestone rock facing, "Sequoia Sand" color concrete and reinforcing steel, as specified on the plans.

SECTION 64. - PLASTIC PIPE

64-1.01 - Summary **-** This work shall consist of furnishing and installing solid plastic (PVC) pipes and high density polyethylene (HDPE) pipes for storm drain, perforated and solid pipe for sub drain, with all necessary fittings and coupling systems as shown on the plans.

64-2.02 - Materials **-** For PVC pipes and fittings, all pipe sizes up to 15" dia. shall be SDR 26; and all pipe sizes 18" dia. or larger shall meet the specifications of ASTM F679, PS115. Tee or wye fittings shall be used for lateral pipe connections where specified on the plan. Bends, couplers, adaptors, and end caps shall be installed where specified on the plans.

For HDPE pipe, pipe shall be corrugated with smooth interior, ADS N-12 or approved equal. Fittings, bends, couplers, adaptors and end caps shall be used where specified on the plans.

Sub-drain pipe shall be 6" PVC, SDR-35 perforated and solid pipe. The perforated sub-drain pipe shall be encased in ¾" drain rock wrapped in filter fabric. Filter fabric shall be "Marafi 140N" or equal. A solid pipe segment shall be used for connection into manhole or catch basin where designated on the plans.

64-2.02E - Joints **-** Joints for PVC and HDPE pipes shall be integral bell and spigot joints with rubber ring. All PVC couplings and fittings shall be SDR 26 with rubber ring bell and spigot joints. Joints for HDPE pipe shall be rated water-tight (WT).

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

64-2.03B - Earthwork **-** Excavation, bedding, backfill, and compaction shall conform to the provisions of Section 19-3, “Structure Excavation and Backfill,” of the Standard Specifications and these Technical Specifications.

Trench backfill shall be compacted to a minimum of 95% R.C. for its entire depth, unless otherwise specified on the plans.

A 12" wide tee cut along each side of the trench is required prior to trench resurfacing.

Trench backfill shall be with 2-sack slurry cement or 6-sack PCC concrete encasement where specified on the plans, or as directed by the Engineer.

64-2.03C - Pipe Placement **-** Grade control using a laser shall be required for grading the pipe bedding. All pipe shall be laid upgrade.

A watertop ring shall be installed for all connections to existing or new drainage structures.

Contractor shall pothole to verify all utility crossings prior to laying pipe. In event of a conflict, the Engineer shall be immediately notified in advance of the construction.

64-2.04 - Payment **-** Payment for storm drain pipes shall be made at the contract unit price under:

Item: Install 24" PVC PS 115 Storm Drain, including tee fittings ..... Per Linear Foot
Item: Install 18" PVC PS 115 Storm Drain, including tee fittings, bends, and end caps ..... Per Linear Foot
Item: Install 18" PVC PS 115 Storm Drain, concrete encased ..... Per Linear Foot
Item: Install 15" PVC SDR 26 Storm Drain, including end cap ..... Per Linear Foot
Item: Install 15" PVC SDR 26 Storm Drain, concrete encased ..... Per Linear Foot
Item: Remove existing 12" PVC and Replace with 15" PVC, SDR 26, concrete encased across Monte Verde.. Per Linear Foot
Item: Install 18" HDPE Storm Drain located with street section along 2nd Ave ..... Per Linear Foot
Item: Remove existing CMP and Replace with 18" HDPE located within landscaped slope within 2nd Ave., including 30º bend fitting ..... Per Linear Foot
Item: Install 18" HDPE ..... Per Linear Foot
Item: Install 12" PVC SDR 26 Storm Drain ..... Per Linear Foot
Item: Connect to existing Catch Basin ..... Per Each
Item: Install 6" perf. PVC SDR 35 sub-drain, complete with ¾" drain rock wrapped in filter fabric and solid pipe segment ..... Per Linear Foot

The contract unit price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, saw-cutting, structure excavation, removal of existing pipe, installation of new pipe, placing backfill, compaction, compaction testing, 6-sack concrete encasement, tee cut, trench resurfacing, all tee, wye and bend fittings, adaptors and pipe connections, connections into manholes and catch basins.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

SECTION 72. - SLOPE PROTECTION

72-1.01 - General **-** This work consists of placing rock rip-rap material for pipe inlet and outlet in the natural drainage channel for erosion control.

72 -1.02 - Materials **-** Rock shall be crushed, angular shape rock, 12" to 24" diameter size.

72 -1.03 - Construction **-** The rock shall be placed to the depths and dimensions shown on the plans, or as directed by the Engineer. Actual dimensions shall be determined in the field to fit site conditions.

72-1.04 - Payment **-** Payment shall be made at the contract unit price based on the weight of the material delivered, used and accepted in the work as determined by weigh tags under:

Item: Place Rock Rip-rap (12"-24" dia. rock, 12'W x 18'L x 3'D) energy dissipator/erosion control apron in natural drainage channel……. Per Ton

Item: Place Rock Rip-rap (12"-24" dia. rock, 6'W x 18'L x 3'D) for existing 18” storm drain outlet in natural drainage channel……. Per Ton

The contract unit price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required for the excavating, furnishing and placing rock rip-rap, complete in place.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

APPENDIX C:

CEQA CATEGORICAL EXEMPTION REPORT

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Print Form

Attachment 2

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Monterey
168 West Alisal, 1st Floor
Salinas, CA 93901

From: (Public Agency): City of Carmel-by-the-Sea
P.O. Box CC, Carmel-by-the-Sea, CA 93921

(Address)

Project Title: Lincoln Street Storm Drain Improvements Project

Project Applicant: City of Carmel-by-the-Sea

Project Location - Specific:

Lincoln Street, 2nd Avenue, and Monte Verde Street, Carmel-by-the-Sea

Project Location - City: Carmel-by-the-Sea Project Location - County: Monterey

Description of Nature, Purpose and Beneficiaries of Project:

The City of Carmel-by-the-Sea (City) is installing an underground storm drain system along Lincoln St from south of 1st Ave. to 2nd Ave., and along 2nd Ave. down to Monte Verde St. The improvements would intercept and collect runoff from an existing culvert crossing at Lincoln St. south of 1st Ave. and redirect the culvert flow into an underground piping system running along Lincoln St. down to 2nd Ave. The existing culvert crossing discharges runoff onto private properties and has created serious erosion and property damage; the project would eliminate culvert runoff discharging onto private properties. Catch basins and manholes would be added along Lincoln St. and at the intersection of 2nd Ave. to collect surface flow and improve drainage. The new storm drain line would extend down the closed portion of 2nd Ave. between Lincoln St. & Monte Verde St. and connect into an existing drainage inlet at Monte Verde. This work is considered an initial phase of the overall planned storm drain Capital Improvements Projects improvements described in the Storm Drain Master Plan Updated Final Report for 2nd Ave. & Monte Verde St.

Name of Public Agency Approving Project: City of Carmel-by-the-Sea

Name of Person or Agency Carrying Out Project: City of Carmel-by-the-Sea

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: 15301(b), 15303(d), 15061(b)(3)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

CEQA Guidelines Section 15301(b) categorically exempts minor alterations to existing publicly owned facilities used to provide public sewage services involving negligible or no expansion of existing or former use. Section 15303(d) categorically exempts limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure, specifically to sewage utilities. Additionally, CEQA Guidelines Section 15061(b)(3), categorically exempts projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The Lincoln Street Storm Drain Improvements Project would install an underground storm drain system to eliminate runoff discharging onto private properties which contributes to erosion and property damage. The project would improve the existing system by installing new infrastructure, but would not involve the expansion of existing use or result in any significant effects to the environment. None of the exceptions in Section 15300.2 would be triggered. Therefore, the project is exempt under CEQA.

Lead Agency
Contact Person: Javier Hernandez Area Code/Telephone/Extension: 831-427-7665

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Monterey
168 West Alisal, 1st Floor
Salinas, CA 93901

From: (Public Agency): City of Carmel-by-the-Sea
P.O. Box CC, Carmel-by-the-Sea, CA 93921

(Address)

Project Title: Santa Fe Street Storm Drain Improvements Project

Project Applicant: City of Carmel-by-the-Sea

Project Location - Specific:

Santa Fe Street and 8th Avenue, City of Carmel-by-the-Sea

Project Location - City: Carmel-by-the-Sea Project Location - County: Monterey

Description of Nature, Purpose and Beneficiaries of Project:

The City of Carmel-by-the-Sea (City) is installing an underground storm drain system along Santa Fe St. from 8th Ave. to the drainage channel outfall discharging into Mission Trail Park located at the south end of Santa Fe St. The project would add catch basins and manholes at key locations at the intersection of 8th Ave. to capture and collect the street runoff into the new storm drain system. Presently, street runoff along Santa Fe St. north of 8th Ave. turns and flows to the west along 8th St., then turns and flows along Torres St. to the south. Under heavy rains, the homes along Torres St. are subject to flooding. This project would alleviate the risk of flooding along Torres St. This work is considered an initial phase of the overall planned storm drain C.I.P. improvements described in the Storm Drain Master Plan Updated Final Report for an underground storm drain system along Santa Fe St. from Mountain View Ave. to Mission Trail Park.

Name of Public Agency Approving Project: City of Carmel-by-the-Sea

Name of Person or Agency Carrying Out Project: City of Carmel-by-the-Sea

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: 15301(b), 15303(d), 15061(b)(3)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

CEQA Guidelines Section 15301(b) categorically exempts minor alterations to existing publicly owned facilities used to provide public sewage services involving negligible or no expansion of existing or former use. Section 15303(d) categorically exempts limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure, specifically to sewage utilities. Additionally, CEQA Guidelines Section 15061(b)(3), categorically exempts projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The Santa Fe Street Storm Drain Improvements Project would improve the underground storm drain system to alleviate risk of runoff discharging onto private properties which contributes to flooding and property damage. The project would improve the existing system by installing new infrastructure, but would not involve the expansion of existing use or result in any significant effects to the environment. None of the exceptions in Section 15300.2 would be triggered. Therefore, the project is exempt under CEQA.

Lead Agency
Contact Person: Javier Hernandez Area Code/Telephone/Extension: 831-427-7665

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

PART II:

CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS
FOR

FY 2023/2024 STORM DRAIN IMPROVEMENT PROJECTS
124PW-DRAINDE

BID PROPOSAL

To the Honorable City Council
City of Carmel-by-the-Sea
City Clerk
Eastside of Monte Verde
Between Ocean and Seventh Avenues
Carmel-by-the-Sea, CA 93921

The undersigned declares to have carefully examined the location of the proposed work, that the Scope of Work and Specifications, as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Scope of Work and Specifications for the lump sums and unit prices set forth in the following schedule.

BID APPROVAL:
li li michael melicia
PRINCIPAL/ OWNER

Coastal Paving & Excavating Inc.
COMPANY

DATE: 09/05/24

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

FY 2023/2024 STORM DRAIN IMPROVEMENT PROJECTS
124PW-DRAINDE

Coastal Paving & Excavating Inc.
COMPANY

BID SCHEDULE

BASE BID ITEMS: SCHEDULE A

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS	75,000.00	$ 75,000.00
2	Storm Water Compliance	1	LS	30,000.00	$ 30,000.00
3	Traffic and Pedestrian Control	1	LS	96,000.00	$ 96,000.00
4	Construction Staking	1	LS	21,000.00	$ 21,000.00
5	Record Drawings	1	LS	250.00	$ 250.00
				BASE BID SUBTOTAL (SUBTOTAL A):	$ 222,250.-

BASE BID ITEMS: SCHEDULE B (LINCOLN STREET & SECOND AVENUE)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
6	Install 24" PVC PS 115 Storm Drain, including 2 - 24" x 24" x 12" tee fittings	270	LF	550.00	$ 148,500.00
7	Install 18" PVC PS 115 Storm Drain, including 22½" bend fitting	50	LF	450.00	$ 22,500.00
8	Install 15" PVC SDR 26 Storm Drain, including end cap	5	LF	600.00	$ 3,000.00
9	Install 12" PVC SDR 26 Storm Drain	35	LF	600.00	$ 21,000.00
10	Install 18" HDPE located with street section along 2nd Ave.	115	LF	290.00	$ 33,350.00
11	Remove existing 12" CMP and Replace with 18" HDPE located within landscaped slope segment along 2nd Ave. including 30° bend fitting	180	LF	200.00	$ 36,000.00
12	Install 18" PVC PS 115 Storm Drain, concrete-encased across Monte Verde	35	LF	650.00	$ 22,750.00
13	Remove existing 12" PVC and Replace with 15" PVC SDR 26 concrete-encased across Monte Verde	25	LF	800.00	$ 20,000.00
14	Construct Storm Drain Manhole	3	EA	10,000.00	$ 30,000.00
15	Construct Storm Drain Drop Manhole	2	EA	11,000.00	$ 22,000.00
16	Construct Catch Basin	5	EA	8,000.00	$ 40,000.00
17	Construct GOL-7 Catch Basin	1	EA	9,000.00	$ 9,000.00
18	Remove existing and Reconstruct Catch Basin including all pipe connections,	1	EA	10,000.00	$ 10,000.00

Please go to publicpurchase.com to make sure you have the latest information and any addendums release

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

	re-connection of trench drain				
19	Remove existing and Reconstruct 3' x 4' Catch Basin, cast-in-place, including all pipe connections	1	EA	10,000.00	$ 10,000.00
20	Install slurry cement backfill	20	CY	160.00	$ 3,200.00
21	Permeable drain-rock bedding, if necessary	10	Tons	100.00	$ 1,000.-
22	Grind and repave with 3" thick asphalt concrete for segment of Lincoln St.	4,100	SF	6.00	$ 24,600.00
23	Place 2½" asphalt concrete overlay for segment of Second Ave.	2,500	SF	5.00	$ 12,500.00
24	Restore and/or raise existing rolled AC berm along Lincoln St. and Second Ave.	150	LF	40.00	$ 6,000.00
25	Raise clean-out to new finished grade	1	EA	900.00	$ 900.00
26	Tree Protection	12	EA	900.00	$ 10,800.00
				BASE BID SUBTOTAL (SUBTOTAL B):	$ 487,100.00

BASE BID ITEMS: SCHEDULE C (11TH AVENUE)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
27	Remove Catch Basin, approx. 4' x 5' w/dbl grate	1	EA	1,000.00	$ 1,000.00
28	Connect to existing Catch Basin	1	EA	1,500.00	$ 1,500.00
29	Install 18" PVC PS 115 Storm Drain concrete-encased	60	LF	475.00	$ 28,500.00
30	Install 18" PVC PS 115 Storm Drain	165	LF	320.00	$ 52,800.00
31	Construct Storm Drain Manhole	1	EA	10,000.00	$ 10,000.00
32	Remove short section of existing 18" HDPE culvert including headwall	1	LS	3,500.00	$ 3500.00
33	Construct drop Catch Basin, including pipe connections	1	EA	11,000.00	$ 11,000.00
34	Remove, Re-grade and Re-pave area adjacent to new drop Catch Basin, including raising AC berm at Carmelo & 11th	700	SF	25.00	$ 17,500.00
35	Repave area to transition into existing catch basin at San Antonio & 11th	600	SF	35.00	$ 21,000.00
36	Permeable drain rock bedding, if necessary	10	Tons	135.00	$ 1350.00
				BASE BID SUBTOTAL (SUBTOTAL C):	$ 148,150.00

BASE BID ITEMS: SCHEDULE D (SANTA FE STREET)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
37	Install 18" PVC PS 115 Storm Drain, including all fittings and end cap	470	LF	300.00	$ 141,000.00
38	Install 18" PVC PS 115 Storm Drain, concrete-encased	20	LF	575.00	$ 11,500.00

Please go to publicpurchase.com to make sure you have the latest information and any addendums release

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

39	Install 15" PVC SDR 26 Storm Drain	30	LF	370.00	$ 11,100.00
40	Install 15" PVC SDR 26 Storm Drain, concrete-encased	25	LF	490.00	$ 12,250.00
41	Install 18" HDPE Storm Drain	25	LF	495.00	$ 12,375.00
42	Install 18" HDPE Flared Outlet	1	EA	800.00	$ 800.-
43	Construct Storm Drain Manhole	3	EA	10,000.00	$ 30,000.00
44	Construct Storm Drain Drop Manhole	2	EA	11,000.00	$ 22,000.00
45	Construct Catch Basin	5	EA	6,800.00	$ 34,000.00
46	Place rock rip-rap (12" - 24" dia rock, 12'W x 18'L x 3'D) energy dissipator/erosion control apron in natural drainage channel	40	Tons	250.00	$ 10,000.00
47	Place rock rip-rap (12" - 24" dia rock, 6'W x 18'L x 3'D) for storm drain outlet in natural drainage channel	20	Tons	300.00	$ 6,000.00
48	Install 6" PVC SDR 35 perforated pipe sub-drain including drain rock & filter fabric and connection into manhole	25	LF	235.00	$ 5,875.00
49	Install Clean-out for sub-drain	1	EA	600.00	$ 600.00
50	Install slurry cement backfill	9	CY	150.00	$ 1350.00
51	Permeable drain-rock bedding, if necessary	40	Tons	75.00	$ 3,000.00
52	Tree Protection	9	EA	1,000.00	$ 9,000.00
				BASE BID SUBTOTAL (SUBTOTAL D):	$ 310,850.00

BID ADDITIVE ITEMS: SCHEDULE E (ACACIA WAY)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
53	Construct rock-faced concrete headwall	1	LS	16,500.00	$ 16,500.00
54	Remove, Re-grade and Re-pave driveway entrance w/3" thick AC	400	SF	70.00	$ 28,000.00
55	Install rolled AC berm across Acacia Way	35	LF	100.00	$ 3500.00
				ADDITIVE BID ADDITIVE SUBTOTAL (SUBTOTAL E):	$ 48,000.00
				BASE BID GRAND TOTAL (SUBTOTAL A THROUGH SUBTOTAL D):	$ 1,168,350.00
				GRAND TOTAL (SUBTOTAL A THROUGH SUBTOTAL E):	$ 1,216,350.00

BASE BID GRAND TOTAL BASIS OF AWARD: (In Words)
one million one hundred sixty eight thousand three hundred fifty dollars.

Do not enter "N/A" or leave any bid item blank in the Bid Schedule. If a bid item amount is zero, enter $0.00. If a bid item is included elsewhere, enter $0.00. Please enter fully burdened hourly rates for ALL items, including rates for Subcontractors if the Bidder cannot directly provide the labor or equipment listed.

Please go to publicpurchase.com to make sure you have the latest information and any addendums release

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

BASIS OF AWARD

Award of Contract, if any be made, shall be made to the Contractor with the lowest responsive, responsible bid based on the Total Base Bid (Items 1 through 52)

BID ITEM DESCRIPTIONS

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

1. Mobilization and Demobilization (Item 1)

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Public Works Department. This item also includes 1) The movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work, 2) Obtaining bonds, insurance policies, licenses, and permits required by the Contract documents, 3) Project meetings, coordination and all related administrative costs for this Project, 4) Coordination with building occupants, 5) Providing temporary utilities, 6) Coordination with utility providers, 7) Providing portable toilets, 8) Submitting a schedule of values in accordance with Section 013300, 9) Environmental Pollution Prevention Requirements in Part IV, pages 17-20. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Traffic Control Plans, 4) Quality Control Plan, 5) all submittals and shop drawings, 6) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any.

2. Storm Water Compliance (Item 2)

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the requirements under "Environmental/Pollution Prevention Requirements" of these Specifications and as directed by the Engineer. This work also includes compliance with all applicable rules, regulations, ordinances and statutes. Also included is providing and installing BMPs, proper maintenance and inspection of all BMPs installed for the project, removal of BMPs, and clean up and proper disposal of any environmental pollutants due to construction related activities.

3. Traffic and Pedestrian Control (Item 3)

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to maintain vehicular traffic for public use during performance of the work, including all related construction area sign placement and maintenance. This work also includes the preparation, submittal and implementation of the traffic control plan(s), establishing traffic detour(s), traffic control device placement and maintenance, flagging, barriers, temporary drainage facilities, temporary access, temporary asphalt tapers, protection of adjacent existing improvements from damage or staining, removal of the detour(s) upon direction of the Engineer, and restoration of all areas affected by construction, maintenance, use, and removal of the detour in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Public Works Department.

4. Construction Staking (Item 4)

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for

Please go to publicpurchase.com to make sure you have the latest information and any addendums release

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

construction staking and marking required to establish the lines and grades to construct the project, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. Also, included in this work item is referencing all necessary control points, running a circuit of bench levels, setting benchmarks, staking right-of-way and performing all construction layout and reference staking necessary for the proper control and satisfactory completion of the project.

5. Record Drawings (Item 5)

Measurement and payment for this item shall be on a lump sum (LS) basis for furnishing to the City a complete set of Record (As-Built) Drawings upon project completion.

6. Additional Items (Items 6 Through 55)

Measurement and payment for these items shall be as identified on the Bid Schedule, on a per square foot (SF), lineal foot (LF), each (EA), lump sum (LS), cubic yard (CY), or (tons) basis. The unit price shall pay for all the costs for each bid item as referred to in the technical specifications, in accordance with the plans and specifications, and as directed by the Engineer.

ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and no additional compensation will be allowed therefore.

These items include, but are not limited to, Mobilization, Demobilization, Traffic Control, Storm Water/Environmental Pollution Prevention Compliance and related work, clean up, acquiring and complying with permits, estimating costs for potential Work Orders, staging areas, temporary site utilities, temporary sanitation facilities, attendance at meetings, coordinating with site users, bonds, insurance and similar items.

LUMP SUM PRICE BREAKDOWN

Immediately after award of the Contract, the Contractor shall submit a cost breakdown list to the [Insert Title] for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

BID CLARIFICATION

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items, in any order, in addition to the original Contract after the lowest responsive, responsible Bidder has been determined, should the City obtain additional funding for additive alternatives not awarded with the original Contract. All Bid items for the base bid and all additives must be filled out. Incomplete Bid Schedules will render the bid proposal as non-responsive.

Unit prices (fully burdened hourly rates) shall be for all Task Orders including all labor, labor benefits, materials, tools, equipment, taxes, overhead, profit, administration, mobilization and demobilization, storm water compliance, traffic control, and incidentals necessary for a complete job.

If a bid item amount is zero, enter $0.00. If a bid item is included elsewhere, enter $0.00. Do **not** enter "N/A" or leave any bid item blank in the Bid Schedule.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Carmel-by-the-Sea does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary.

All costs associated with providing bonds, insurance, and ancillary items required by this Contract shall be included in the unit prices for work items.

Please go to publicpurchase.com to make sure you have the latest information and any addendums release

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

FY 2023/2024 STORM DRAIN IMPROVEMENT PROJECTS
124PW-DRAINDE

_____
COMPANY

BID SCHEDULE

BASE BID ITEMS: SCHEDULE A

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		$
2	Storm Water Compliance	1	LS		$
3	Traffic and Pedestrian Control	1	LS		$
4	Construction Staking	1	LS		$
5	Record Drawings	1	LS		$
				BASE BID SUBTOTAL (SUBTOTAL A):	$

BASE BID ITEMS: SCHEDULE B (LINCOLN STREET & SECOND AVENUE)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
6	Install 24" PVC PS 115 Storm Drain, including 2 - 24" x 24" x 12" tee fittings	270	LF		$
7	Install 18" PVC PS 115 Storm Drain, including 22½" bend fitting	50	LF		$
8	Install 15" PVC SDR 26 Storm Drain, including end cap	5	LF		$
9	Install 12" PVC SDR 26 Storm Drain	35	LF		$
10	Install 18" HDPE located with street section along 2nd Ave.	115	LF		$
11	Remove existing 12" CMP and Replace with 18" HDPE located within landscaped slope segment along 2nd Ave. including 30° bend fitting	180	LF		$
12	Install 18" PVC PS 115 Storm Drain, concrete-encased across Monte Verde	35	LF		$
13	Remove existing 12" PVC and Replace with 15" PVC SDR 26 concrete-encased across Monte Verde	25	LF		$
14	Construct Storm Drain Manhole	3	EA		$
15	Construct Storm Drain Drop Manhole	2	EA		$
16	Construct Catch Basin	5	EA		$
17	Construct GOL-7 Catch Basin	1	EA		$

Downloaded from publicpurchase.com
Please go to publicpurchase.com to make sure you have the latest information and any addendums release

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

18	Remove existing and Reconstruct Catch Basin including all pipe connections, re-connection of trench drain	1	EA		$
19	Remove existing and Reconstruct 3' x 4' Catch Basin, cast-in-place, including all pipe connections	1	EA		$
20	Install slurry cement backfill	20	CY		$
21	Permeable drain-rock bedding, if necessary	10	Tons		$
22	Grind and repave with 3" thick asphalt concrete for segment of Lincoln St.	4,100	SF		$
23	Place 2½" asphalt concrete overlay for segment of Second Ave.	2,500	SF		$
24	Restore and/or raise existing rolled AC berm along Lincoln St. and Second Ave.	150	LF		$
25	Raise clean-out to new finished grade	1	EA		$
26	Tree Protection	12	EA		$
				BASE BID SUBTOTAL (SUBTOTAL B):	$

BASE BID ITEMS: SCHEDULE C (11TH AVENUE)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
27	Remove Catch Basin, approx. 4' x 5' w/dbl grate	1	EA		$
28	Connect to existing Catch Basin	1	EA		$
29	Install 18" PVC PS 115 Storm Drain concrete-encased	60	LF		$
30	Install 18" PVC PS 115 Storm Drain	165	LF		$
31	Construct Storm Drain Manhole	1	EA		$
32	Remove short section of existing 18" HDPE culvert including headwall	1	LS		$
33	Construct drop Catch Basin, including pipe connections	1	EA		$
34	Remove, Re-grade and Re-pave area adjacent to new drop Catch Basin, including raising AC berm at Carmelo & 11th	700	SF		$
35	Repave area to transition into existing catch basin at San Antonio & 11th	600	SF		$
36	Permeable drain rock bedding, if necessary	10	Tons		$
				BASE BID SUBTOTAL (SUBTOTAL C):	$

BASE BID ITEMS: SCHEDULE D (SANTA FE STREET)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
37	Install 18" PVC PS 115 Storm Drain, including all fittings and end cap	470	LF		$

Downloaded from publicpurchase.com
Please go to publicpurchase.com to make sure you have the latest information and any addendums released.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

38	Install 18" PVC PS 115 Storm Drain, concrete-encased	20	LF		$
39	Install 15" PVC SDR 26 Storm Drain	30	LF		$
40	Install 15" PVC SDR 26 Storm Drain, concrete-encased	25	LF		$
41	Install 18" HDPE Storm Drain	25	LF		$
42	Install 18" HDPE Flared Outlet	1	EA		$
43	Construct Storm Drain Manhole	3	EA		$
44	Construct Storm Drain Drop Manhole	2	EA		$
45	Construct Catch Basin	5	EA		$
46	Place rock rip-rap (12" - 24" dia rock, 12'W x 18'L x 3'D) energy dissipator/erosion control apron in natural drainage channel	40	Tons		$
47	Place rock rip-rap (12" - 24" dia rock, 6'W x 18'L x 3'D) for storm drain outlet in natural drainage channel	20	Tons		$
48	Install 6" PVC SDR 35 perforated pipe sub-drain including drain rock & filter fabric and connection into manhole	25	LF		$
49	Install Clean-out for sub-drain	1	EA		$
50	Install slurry cement backfill	9	CY		$
51	Permeable drain-rock bedding, if necessary	40	Tons		$
52	Tree Protection	9	EA		$
				BASE BID SUBTOTAL (SUBTOTAL D):	$

BID ADDITIVE ITEMS: SCHEDULE E (ACACIA WAY)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
53	Construct rock-faced concrete headwall	1	LS		$
54	Remove, Re-grade and Re-pave driveway entrance w/3" thick AC	400	SF		$
55	Install rolled AC berm across Acacia Way	35	LF		$
				ADDITIVE BID ADDITIVE SUBTOTAL (SUBTOTAL E):	$
				BASE BID GRAND TOTAL (SUBTOTAL A THROUGH SUBTOTAL D):	$
				GRAND TOTAL (SUBTOTAL A THROUGH SUBTOTAL E):	$
BASE BID GRAND TOTAL BASIS OF AWARD: (In Words)					

Do not enter "N/A" or leave any bid item blank in the Bid Schedule. If a bid item amount is zero, enter $0.00. If a bid item is included elsewhere, enter $0.00. Please enter fully burdened hourly rates for ALL items, including rates for Subcontractors if the Bidder cannot directly provide the labor or equipment listed.

Downloaded from publicpurchase.com
Please go to publicpurchase.com to make sure you have the latest information and any addendums release

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. : 1021900 Class: A , Expiration date: 12/31/24 .

THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN

Monterey COUNTY, CALIFORNIA, ON _____, 2024.

Name of Firm: Coastal Paving & Excavating Inc.

Address: 24560 Silver Cloud Ct Suite 101

Telephone: 831-646-2099

Email: CoastalTeam@coastalpavingex.com

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

li li
Signature

Michael Melicia - President
Printed Name and Title

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA	DATE RECEIVED	INITIAL
1. addenda #1	8/28/24	
2.		
3.		
4.		

EXAMPLE PROJECTS

Bidder shall list at least three (3) jobs of a similar nature completed by Bidder's organization within the past three (3) years. (Please include Reference Contact Information on the following page.)

Date Completed	Dollar Amount	Organization	Job Type	Project Location
7-14-24	763250	Cal-Am Water	under ground	Del Rey Oaks
6/14/24	1,226,695	Cal-Am Water	main Replacement	Monterey, Ca.
5/10/23	524,550.00	Cal-Am Water	main replacement	Pacific Grove

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

REFERENCES

List at least three (3) organizations of similar size, billing numbers and frequency where the same/similar services, as stated herein, have been provided. (Note: lack of three comparable agencies will not disqualify proposer.)

ORGANIZATION

David Pezzini — Engineering Project Manager
Contact Person — Title

511 Forest Lodge Rd. Suite 101 — Pacific Grove, CA. 93950
Address — P.O. Box — City — State — Zip

831-646-3277 — David.Pezzini@amwater.com
Phone Number — Email

ORGANIZATION

Leslie Silva — engineer
Contact Person — Title

511 Forest Lodge Rd. Suite 101 — Pacific Grove, CA. 93950
Address — P.O. Box — City — State — Zip

831-917-3224 — Leslie.Silva@amwater.com
Phone Number — Email

ORGANIZATION

David Pezzini — Engineering Project Manager
Contact Person — Title

511 Forest Lodge Rd. Suite 101 — Pacific Grove, CA. 93950
Address — P.O. Box — City — State — Zip

831-646-3277 — David.Pezzini@amwater.com
Phone Number — Email

REFERENCE CHECKS:

The City reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the Contractor's performance on previous assignments.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

SUBCONTRACTOR'S LIST

The Bidder shall list below the name, the location of the place of business, and the California Contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars ($10,000), whichever is greater:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of Coastal Paving & Excavatin, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham . The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 5 day of September, 2024 in Monterey [City], Monterey County, California.

Signature

Michael Melicia - President
Printed Name and Title

Coastal Paving & Excavating Inc.
Company

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 5 day of September, 2018 in Monterey [City], Monterey County, California.

Signature

Michael Melicia - President
Printed Name and Title

Coastal Paving & Excavating Inc.
Company

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

BID BOND

(To be Submitted with Bid)

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **the City of Carmel-by-the-Sea** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: [INSERT PROJECT NAME AND CODE]

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to ten percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20___ by their duly authorized agents or representatives.

_____
(Bidder/Principal Name)

By: _____
(Signature)

_____
(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

_____
(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

_____
(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety

_____
(Contact Name)

_____
(Street Address)

_____
(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

_____
(Email address)

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Contract and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Project Manager, the subcontractor shall be removed immediately on the request of the Project Manager and shall not again be employed on the work.

REPRESENTATIVE

The Contractor shall assign a representative and submit contact information (name, telephone number) to the City's Department of Public Works. If the after-hours representative is different than the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is competent to receive and carry out instructions in English which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the Project Manager not in conflict with the Contract, and which may be delivered to the Contractor, Contractor's superintendent, foreman, or other representatives on the work. If the Contractor believes the Project Manager's instructions are in conflict with the Contract, the Contractor shall immediately bring it to the attention of the Director of Public Works in writing.

EQUIPMENT

While certain sections of these specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the Project Manager to use equipment of a different size or type in place of the equipment specified.

The Project Manager, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Project Manager that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, Property and Facility Preservation, Section 7-1.05, Indemnification and Section 7-1.06, Insurance, of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property, roadside trees and shrubbery that are not to be removed.

The Contractor shall be held responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, utilities, other public facilities or private property caused by Contractor's operations. Where the work calls for cutting into or disturbing existing materials, the Contractor shall patch or repair the existing area to a neat, finished product. This shall include touch up or repair of the existing which was disturbed, and repair to the same structural capacity as the existing facility or better.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

POTENTIAL CLAIMS AND DISPUTE RESOLUTION

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Potential claims and dispute resolution shall be in accordance with Section 5-1.43, Potential Claims and Dispute Resolution, of the Standard Specifications. Also refer to Resolution of Construction Claims in the Special Provisions.

CONTRACTOR'S RESPONSIBILITY FOR WORK

All work which is defective in its construction or deficient in any of the requirements of the plans and specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the Contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked or approved by the Project Manager and accepted or estimated for payment.

All work done beyond the lines and grades shown on plans or established by the Project Manager, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Project Manager made under the provisions of this article, the Project Manager shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed. The cost of removing, replacing, or repairing said defective or unauthorized work may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

Until the formal acceptance of the work by the City (as constituted by the filing of the Notice of Completion), the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by the acts of the federal government or the public enemy.

Should the City elect to occupy a project before acceptance, the City will issue a Notice of Substantial Completion designating those portions of the work that will be occupied or utilized. Contractor shall be relieved from maintenance and from the responsibility of injury and damage to this work. However, any guarantees will not begin until acceptance of the entire project, and the Contractor shall retain responsibility for making good defective work or materials.

EMPLOYEES

All workmanship shall be fully up to the highest standard and practice. The employment of labor shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons upon the work. If at any time it shall appear to the Director of Public Works that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders and instructions, such person shall be immediately discharged and not again employed upon the work.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

CONTROL OF MATERIALS

GENERAL

The Contractor shall furnish without charge such samples of materials and tests of materials as are required by the Plans, Specifications, or the Project Manager. No material shall be used until it has been approved by the Project Manager.

All tests of materials ordered by the Project Manager and made by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods of tests as are prescribed in the specifications.

All materials not conforming to the requirements of the plans and specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Project Manager. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing by the Project Manager and his or her representatives.

Upon failure on the part of the Contractor to comply with any order of the Project Manager made under the provisions of this article, the Project Manager shall have authority to remove and replace defective material. The cost of removing, replacing or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, provided that the burden of proof as to the quality and suitability of alternatives shall be upon the Contractor who shall furnish, at the Contractor's expense, all information necessary as required by the Project Manager. The Project Manager shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.

MATERIAL SOURCE

At the option of the Project Manager, the source of supply of each of the materials shall be approved by the Project Manager before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination by the Project Manager.

QUALITY

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under the plans and specifications shall be in accordance with the latest requirements of the State of California, Department of Transportation, Office of Materials Engineering and Testing Services. Sampling and testing of materials not covered by CalTrans specifications and not otherwise provided for, shall be in accordance with the latest Test Methods and Standards of the American Society for Testing and Materials (ASTM).

GUARANTEE

All materials supplied and all work done under this Contract shall be guaranteed by the Contractor for a period of one (1) year from the date of formal acceptance by the City. Upon receipt of notice from the

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Project Manager of failure of any part of the guaranteed materials during the guarantee period, the affected parts shall be replaced promptly and at the expense of the Contractor.

The Contractor shall maintain the performance bond (See Part IV, Contract Bonds) in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made.

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

LAWS

The Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

All work shall comply in every respect with all the governing laws, regulations, and ordinances of the City, which shall be considered for the purpose of Contract to which the specifications refer, a part thereof. The Contractor shall give to the proper authorities all necessary notices relative to the work, and shall obtain and pay for all such permits, licenses, notices, inspections, or tests required as part of the Contract price. All permits issued by the City for work done under this Contract shall be issued at no charge.

All Bidders and Contractors shall be licensed in accordance with the laws of this State, specifically the provisions the Business and Professions Code, Division 3, Chapter 9. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. In accordance with the requirements in Public Contract Code Section 10164, in all Contracts where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

NONDISCRIMINATION

The Contractor shall comply with Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the Contract.

LOCAL BUSINESS POLICY

The City finds that it is in the public interest to promote utilization of Local Businesses that are small or minority owned such as Disadvantaged Business Enterprises, Minority Business Enterprises, Woman Business Enterprises, Disabled Veteran Business Enterprises in all aspects of purchasing in accordance with applicable law. Accordingly, the City Administrator is authorized to encourage participation of all DBE's, MBE's, WBE's, DVBE's and SLB's located within the City's jurisdiction to the extent allowed by applicable law.

LABOR CODE

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

requirements of Section 4104 of the Public Contract Code), or engage in the performance of any Contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

An inadvertent error in listing a subcontractor that is not registered shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any one of Section 1771.(c)(1)-(3) applies. Failure of a listed subcontractor to be registered shall be grounds for the Contractor to substitute a registered subcontractor for the unregistered subcontractor. The City shall not accept any bid, nor shall the City or Bidder enter any Contract or subcontract, without proof of the Contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code. The prime Contractor shall post job site notices, as required by Section 1771.4(a) (2) of the Labor Code and regulations. The prime Contractor shall submit records to the Labor Commissioner, as required by Sections 1771.4(a) (3), 1771.4(c) (2), and 1776 of the Labor Code.

WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, on all public works construction Contracts exceeding twenty-five thousand dollars ($25,000) and all public works Contracts for alteration, demolition, repair or maintenance work exceeding one thousand dollars ($1,000).

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf a Contract is awarded a penalty of not more than two hundred dollars ($200), or such other amount as may be amended from time to time by the Department of Industrial Relations, for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the Work or craft in which the worker is employed for any public (City) Work done under the Contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works (City) project is not paid the general prevailing per diem wages by the subcontractor, the prime Contractor of the project is not liable for the penalties described above unless the prime Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:

1. The Contract executed between the Contractor and the subcontractor for the performance of Work on the public works (City) project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

2. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for Work performed on the public works (City) project.

4. Prior to making final payment to the subcontractor for Work performed on the public works (City) project, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works (City) project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City did not retain sufficient money under the Contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works (City) project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City. These moneys shall be retained by the City pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available from the California Department of Industrial Relations' Web Site at: http://www.dir.ca.gov.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the Contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for Work performed after this date has been determined. If Work is to extend past this date, the new rate shall be paid and incorporated in the Contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice Inviting Bids for the project.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the Contract. The Contractor shall make travel and subsistence payments to each workman, needed to execute the Work, in conformance with the requirements in Labor Code Section 1773.8.

CERTIFIED PAYROLL RECORDS

The Contractor shall conform to the requirements in Labor Code Section 1776 concerning payroll records. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations. The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the Contract.

APPRENTICES

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the Contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

WORKING HOURS

Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars ($25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the Contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

OCCUPATIONAL SAFETY AND HEALTH STANDARDS

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location as required by law.

EXCAVATION SAFETY

Per California Labor Code Section 6500, Contractor shall posses a valid Construction Activity Permit for construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend. When trenches or excavations five (5) feet or deeper are anticipated as part of the

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Contract, Contractor shall posses a valid permit at the time of bidding and for the life of the Contract. Contractor shall furnish copies of valid permits to the City Public Works Department. When required in Part I, Notice to Contractors, Contractor must provide evidence of a current T1 Annual Trench/ Excavation Permit at the time of bidding.

Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Plans must be submitted to the Project Manager at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans.

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the Project Manager if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.

PUBLIC CONVENIENCE AND PUBLIC SAFETY

Attention is directed to Section 7-1.03, Public Convenience, and Section 7-1.04, Public Safety, of the Standard Specifications for the provisions relating to the Contractor's responsibility for providing for the convenience and safety of the public in connection with his operations. Standard Specifications are on file in the Public Works office of Carmel-by-the-Sea.

Contractor is to notify the Project Manager of the start date and construction schedule at least nine (9) calendar days prior to the planned start of construction unless otherwise noted in Part IV.

The Contractor shall conduct his operations as to cause the least possible inconvenience to public traffic. The Contractor shall provide traffic control devices or personnel where necessary in conformance with good traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during construction.

The Project Manager shall determine the adequacy of said devices and, in case of dispute his determination shall be final.

If the City is required to provide traffic direction, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

WORKER'S COMPENSATION

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

RIGHT OF PROPERTY

Nothing in the Contract shall be construed as vesting the Contractor with any right of property in the materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon their becoming an integral part of the work herein provided, be, and remain, the property of the City.

PATENTS

If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from the use of such materials, composition, process, method, or any other thing which is covered by letter patent, shall be borne by the Contractor.

INCREASED FORCE

In case of emergency involving danger to life or property, continuous work with increased force may be required by the Project Manager.

LIABILITIES

Right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.

PROSECUTION AND PROGRESS

GENERAL

If at any time in the opinion of the Project Manager, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Contract, notice thereof in writing shall be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the Contract, as directed by the Project Manager, within the time specified in such notice, the Project Manager in any such case shall have the power to suspend the operation of the Contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City may designate.

Upon such suspension, the Contractor's control shall terminate, and thereupon the Project Manager or duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said Contract, and hire such force and buy or rent such additional machinery and appliances, tools, and equipment and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper completion of the work; or may employ other parties to carry the Contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper; or the City may annul and cancel the Contract and re-let the work or any part thereof.

Any excess of cost arising therefrom over and above the Contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this Contract shall be forfeited to the City, but such forfeiture

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

will not release the Contractor or his sureties from liability for failure to fulfill the Contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the Contract price, arising from the suspension of the operations of the Contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the Contract as to warrant the suspension or annulment thereof, the decision of the Director of Public Works shall be binding on all parties to the Contract.

SUSPENSIONS AND DELAYS

The Project Manager shall have the authority to suspend the work wholly or in part, for such period as the Project Manager may deem necessary due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as the Project Manager may deem necessary due to the failure on the part of the Contractor to carry out the Project Manager's orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Project Manager and shall not resume work until ordered in writing by the Project Manager.

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.

RIGHTS OF WAY

Rights-of-way or easements for work will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of rights-of-way or easements. In the event of delay on the part of the City, its officers, agents or employees in obtaining any such rights-of-way or easements for the work, then the Contractor shall have time for the completion of his Contract for the period or periods caused by such delay or delays but shall have no damages against the local entity, its officers, agents or employees.

PAYMENT

GENERAL

The City pays for the Contractor furnishing the resources and activities to complete the work. The Contractor shall accept the City's payment as full compensation for furnishing the resources and activities, including, but not limited to all labor, materials, tools, equipment, taxes and incidentals necessary to complete the work and for performing all work contemplated, and embraced under the Contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the formal acceptance by the City, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for completing the work according to the specifications.

The City shall not be obligated to process any payment request until thirty (30) calendar days after receipt of a correct, complete and undisputed progress payment request or sixty (60) calendar days after receipt of a correct, complete and undisputed final payment request. Payments not made within the specified time periods are subject to an interest rate of two percent (2%) per month. A payment request shall not

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

be deemed complete unless all related documentation has been supplied and verified, and all related Contract requirements have been satisfactorily met.

PROGRESS PAYMENTS

The Contractor may, once each month, make an estimate in writing of the total amount of work done to the time of such estimate and the value thereof, and request payment for that work.

Upon approval of the progress payment request, the Project Manager shall cause to be paid to the Contractor the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be withheld or retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Project Manager, the work is not proceeding in accordance with the provisions of the Contract, or when in the judgment of the Project Manager, the total value of the work done since the last estimate amounts to less than one thousand dollars ($1,000.00).

Except as set forth in the following paragraph, the Project Manager shall retain five percent (5%) of the value of all work so estimated to have been furnished and delivered and unused, or furnished and stored as aforesaid, as part security for the fulfillment of the Contract by the Contractor.

The Contractor may elect to receive 100% of payments due under the Contract from time to time, without retention of any portion of the payment by the City, by depositing approved securities of equivalent value with the City or in an escrow account with an approved bank in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose decision on valuation of the securities shall be final.

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

PAYMENT AFTER CONTRACT ACCEPTANCE

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Project Manager shall promptly make such inspection, and when the work is found to be acceptable under the Contract and the Contract fully performed, the Project Manager shall file a Notice of Completion.

Final payment, including all sums withheld or retained as herein before specified as partial security for the fulfillment of the Contract, shall be paid promptly by the City after expiration of the lien period (see California Civil Code § 3179 et seq.), providing there are no disputes arising from the performance of the Contract or the amount due.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

BID BOND

(To be Submitted with Bid)

KNOW ALL MEN BY THESE PRESENTS that we, **Developers Surety and Indemnity Company**, as Surety and **Coastal Paving & Excavating Inc.**, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **the City of Carmel-by-the-Sea** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **FY 2023/2024 STORM DRAIN IMPROVEMENT PROJECTS 124PW-DRAINDE**

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to ten percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 5th day of September, 2024 by their duly authorized agents or representatives.

Coastal Paving & Excavating Inc.
(Bidder/Principal Name)

By: L. Renee Hughes
(Signature)

Lauren Humes - Attorney-In-Fact
(Typed or Printed Name)

Title: President

(Attach Notary Public Acknowledgement of Principal's Signature)

Developers Surety and Indemnity Company
(Surety Name)

By:
(Signature of Attorney-In-Fact for Surety)

Alec Kleiner, Attorney-In-Fact
(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

Contact name, address, telephone number and email address for notices to the Surety

Craig Dawson
(Contact Name)

17771 Cowan, Ste. 100
(Street Address)

Irvine, CA 92614
(City, State & Zip Code)

(949) 263-3300 (949) 252-1959
Telephone Fax

craig.dawson@amtrustgroup.com
(Email address)

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Arizona)
County of Maricopa)

On 09/05/2024 before me, Kymber Rudd, Notary Public
(insert name and title of the officer)

personally appeared Alec Kleiner, Attorney-In-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KYMBER RUDD
Notary Public, State of Arizona
Maricopa County
Commission # 645943
My Commission Expires
April 15, 2027

Signature Kymber Rudd (Seal)

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey)

On 9/5/24 before me, Sarah Banon Notary Public
(insert name and title of the officer)

personally appeared Lauren Renee Homes,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SARAH BANON
Notary Public - California
Monterey County
Commission # 2352711
My Comm. Expires Mar 23, 2025

Signature _____ **(Seal)**

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Taylor Wilstead, Alec Kleiner and Christopher Morrow, of Mesa, AZ

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective July 12, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: _____
Printed Name: Sam Zaza
Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

By: DocuSigned by: Barry W. Moses 6B6415E7ADE548C... Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this 5th day of September, 2024

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Coastal Paving & Excavating Inc.
24560 Silver Cloud Ct. Ste 101
Monterey Ca, 93940

City of Carmel By the sea
City clerk
Eastside of Monte Verde
Carmel By the sea, Ca. 93921

SEP 5 '24 PM1:41

Bid For:

FY 2020/2024 Storm Drain
Improvement Projects/

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Attachment 2

Date: August 28, 2024
To: All Bidders
Project: FY 2023/2024 Storm Drain Improvement Projects – 124PW-DRAINDE
Subject: Addendum #1
Sent Via: City Website and Email

Please acknowledge this Addendum #1 in your bid on "Acknowledgement of Addenda" in Appendix A, in the middle of page 7. Failure to acknowledge addenda will result in a nonresponsive bid.

Clarifications – Bidder questions with responses as follows:

1) Question: What is the Engineer's Estimate for this project?
   Response: The Engineer's Estimate for the Base Bid is $1,130,000 and the Engineer's Estimate for the Bid Additive is $24,000.

2) Question: Please provide Pre-Bid Walk Sign-In Sheet from August 14,2024
   Response: Please see attached

3) Question: Consider adding Bid Item for Tree Protection by Each?
   Response: Yes, Replace the following pages in the Project Specifications:
   - Part II: Bid Proposal, Pages 2 through 6.
   - Appendix A: Bid Forms for Submittal, Pages 5 through 6.

4) Question: Part I, Notice to Contractors states Substantial Completion within forty-five days (60) working days, additional thirty (20) working days for Add Alternate, please clarify?
   Response: Replace the following pages in the Project Specifications:
   - Part I: Notice to Contractors, Page 1.

5) Question: Bid additive appears incorrect, add Item for Rock Faced Wall?
   Response: Replace the following pages in the Project Specifications:
   - Part II: Bid Proposal, Pages 2 through 6.
   - Appendix A: Bid Forms for Submittal, Pages 5 through 6.

6) Question: Detail and delineate how the SS Lateral Relocations on the North end of Lincoln are to be handled and paid?
   Response: Depending on the conflict situation, SS lateral will need to be relocated by realigning it either horizontal, vertically or both. The extent of the work required will be determined in the field during construction. If SS lateral relocation is needed, this work will be considered as extra work

7) Question: Will the Construction Staking be provided by the City?
   Response: No, Replace the following pages in the Project Specifications:
   - Part II: Bid Proposal, Pages 2 through 6.
   - Appendix A: Bid Forms for Submittal, Pages 5 through 6.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

8) Question: Will compaction testing be paid by the City?
Response: No, Compaction testing is the responsibility of the Contractor. Refer to Part IV: Special Provisions, Page 29 “64-2.04-Payment” of the project Specifications.

9) Question: What is the expectation on the trench restoration on 2nd Avenue along the vacant lot?
Response: Pipe will be replaced along existing pipe alignment and native back fill shall be used in the backfill.

All other conditions of the Specifications remain the same. Please be sure to acknowledge this Addendum #1. Failure to acknowledge addenda will result in a nonresponsive bid.

Bid proposals for furnishing all labor, materials, tools, equipment and incidentals for the construction of the **FY 2023/2024 Storm Drain Improvement Projects** in Carmel-By-The-Sea, California, in accordance with these plans and specifications, will be received until **2:00pm, Thursday September 5, 2024 at the City Hall Council Chambers on the Eastside of Monte Verde Street between Ocean and 7th Avenues** (“Bid Opening Date”), at which time they will be publicly opened and viewable on the City’s Website.

Sincerely,

Javier Hernandez
Project Manager

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

Pre-Bid Job Walk Sign-In Sheet

Project Name: FY 2023/2024 Storm Drain Improvement Projects
Location: 2nd and Lincoln
Time & Date: 10:00 PM, August 14, 2024

Name	Organization	Phone	Email
Javier Hernandez, PM	City of Carmel-by-the-Sea	(831) 427-7665	jhernandez@ci.carmel.ca.us
Rob Culver	City of Carmel-by-the-Sea		rculver@ci.carmel.ca.us
Jerry Rogers	Monterey Peninsula Engineering	(831)384-4081	Jeremiah@mpe2000.com
DAVE JOHNSON	BADGER	669-292-3540	DAVJOHNSON@BADGERINC.COM
VIC DAVI	COASTAL PAVING & EXC	831.901.0072	victor@coastalpavingex.com
NICK JOURAS	APEC	831 T500456	njouras@andpac.com
JEFF MONELL	DON CHAPIN	(831)2407733	JMONELL@DONCHAPIN.COM
Sherman Low	Neill Engineers	(831) 624-2110	sherman@neillcorp.com

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS

PART I: NOTICE TO CONTRACTORS

The City is requesting bids from firms interested in providing all equipment, material and labor for installation of various storm drain concrete structures, installation of storm drain pipes, and finish paving. The approximate location of the project elements are shown on the accompanied project plans titled "FY 2023/2024 Storm Drain Improvement Projects" prepared by Neill Engineers Corp.

This work includes but is not limited to:

Lincoln Street and 2nd Avenue: Trenching along Lincoln Street and 2nd Avenue for installation of approximately 400-LF of PVC piping, 300-LF of HDPE piping along with (8) concrete catch basins, and (5) storm drain manholes; grind and repave segments of Lincoln St. and Second Ave., restore existing rolled AC berm, and raise utility covers to new finish grade.

11th Avenue: Trenching along 11th Avenue for installation of approximately 225-LF of PVC piping, along with (1) concrete catch basins, and (1) storm drain manholes; restore existing paving, rolled AC berm, and raise utility covers to new finish grade.

Santa Fe Street: Trenching along Santa Fe Street for installation of approximately 550-LF of PVC piping, 25-LF of HDPE piping along with (5) concrete catch basins, and (5) storm drain manholes; install 18" flared outlet, and placement of approximately 100-Tons of rip-rap and drain rock.

Acacia Way: Construct a rock-faced concrete headwall on Acacia Way, remove and re-pave driveway entrance, and install rolled AC berm.

The Base Bid portion of the project must be substantially complete on or before the Substantial Completion Date that will be within sixty (60) working days from the date specified in the written Notice to Proceed (NTP) issued by the Director of Public Works, an additional twenty (20) working will be approved if the City awards the Bid Additive. As such, the Contractor shall dedicate such personnel and other resources as necessary to ensure that the project is completed on-time and in a diligent, skilled, and professional manner. The City reserves the right to adjust the annual funding limit based on the July 1, 2024, California Consumer Price Index. Hourly rate increases for extensions of the initial Contract, beyond the first year, will be tied to the Consumer Price Index for Urban Consumers (CPI-U) for the San Francisco Bay area.

Submit bids in a sealed envelope to City Hall, attention City Clerk.

Mail or deliver sealed bids to the following address by September 5, 2024, at 2:00PM:

US Mail	City of Carmel-by-the-Sea City Clerk P.O. Box CC Carmel-by-the-Sea, CA 93921
FedEx / UPS / Hand Delivery	City of Carmel-by-the-Sea City Clerk Eastside of Monte Verde Between Ocean and Seventh Avenues Carmel-by-the-Sea, CA 93921

Immediately after the deadline, bids will be publicly opened and read in the City Council Chambers. At the time of the bid opening, the successful Bidder must be legally entitled to perform Contracts requiring a

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

FY 2023/2024 STORM DRAIN IMPROVEMENT PROJECTS
124PW-DRAINDE

_____
COMPANY

BID SCHEDULE

BASE BID ITEMS: SCHEDULE A

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		$
2	Storm Water Compliance	1	LS		$
3	Traffic and Pedestrian Control	1	LS		$
4	Construction Staking	1	LS		$
5	Record Drawings	1	LS		$
				BASE BID SUBTOTAL (SUBTOTAL A):	$

BASE BID ITEMS: SCHEDULE B (LINCOLN STREET & SECOND AVENUE)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
6	Install 24" PVC PS 115 Storm Drain, including 2 - 24" x 24" x 12" tee fittings	270	LF		$
7	Install 18" PVC PS 115 Storm Drain, including 22½" bend fitting	50	LF		$
8	Install 15" PVC SDR 26 Storm Drain, including end cap	5	LF		$
9	Install 12" PVC SDR 26 Storm Drain	35	LF		$
10	Install 18" HDPE located with street section along 2nd Ave.	115	LF		$
11	Remove existing 12" CMP and Replace with 18" HDPE located within landscaped slope segment along 2nd Ave. including 30º bend fitting	180	LF		$
12	Install 18" PVC PS 115 Storm Drain, concrete-encased across Monte Verde	35	LF		$
13	Remove existing 12" PVC and Replace with 15" PVC SDR 26 concrete-encased across Monte Verde	25	LF		$
14	Construct Storm Drain Manhole	3	EA		$
15	Construct Storm Drain Drop Manhole	2	EA		$
16	Construct Catch Basin	5	EA		$
17	Construct GOL-7 Catch Basin	1	EA		$
18	Remove existing and Reconstruct Catch Basin including all pipe connections,	1	EA		$

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

	re-connection of trench drain				
19	Remove existing and Reconstruct 3' x 4' Catch Basin, cast-in-place, including all pipe connections	1	EA		$
20	Install slurry cement backfill	20	CY		$
21	Permeable drain-rock bedding, if necessary	10	Tons		$
22	Grind and repave with 3” thick asphalt concrete for segment of Lincoln St.	4,100	SF		$
23	Place 2½” asphalt concrete overlay for segment of Second Ave.	2,500	SF		$
24	Restore and/or raise existing rolled AC berm along Lincoln St. and Second Ave.	150	LF		$
25	Raise clean-out to new finished grade	1	EA		$
26	Tree Protection	12	EA		$
				BASE BID SUBTOTAL (SUBTOTAL B):	$

BASE BID ITEMS: SCHEDULE C (11TH AVENUE)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
27	Remove Catch Basin, approx. 4' x 5' w/dbl grate	1	EA		$
28	Connect to existing Catch Basin	1	EA		$
29	Install 18" PVC PS 115 Storm Drain concrete-encased	60	LF		$
30	Install 18" PVC PS 115 Storm Drain	165	LF		$
31	Construct Storm Drain Manhole	1	EA		$
32	Remove short section of existing 18" HDPE culvert including headwall	1	LS		$
33	Construct drop Catch Basin, including pipe connections	1	EA		$
34	Remove, Re-grade and Re-pave area adjacent to new drop Catch Basin, including raising AC berm at Carmelo & 11th	700	SF		$
35	Repave area to transition into existing catch basin at San Antonio & 11th	600	SF		$
36	Permeable drain rock bedding, if necessary	10	Tons		$
				BASE BID SUBTOTAL (SUBTOTAL C):	$

BASE BID ITEMS: SCHEDULE D (SANTA FE STREET)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
37	Install 18" PVC PS 115 Storm Drain, including all fittings and end cap	470	LF		$
38	Install 18" PVC PS 115 Storm Drain, concrete-encased	20	LF		$

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

39	Install 15" PVC SDR 26 Storm Drain	30	LF		$
40	Install 15" PVC SDR 26 Storm Drain, concrete-encased	25	LF		$
41	Install 18" HDPE Storm Drain	25	LF		$
42	Install 18” HDPE Flared Outlet	1	EA		$
43	Construct Storm Drain Manhole	3	EA		$
44	Construct Storm Drain Drop Manhole	2	EA		$
45	Construct Catch Basin	5	EA		$
46	Place rock rip-rap (12" - 24" dia rock, 12'W x 18'L x 3'D) energy dissipator/erosion control apron in natural drainage channel	40	Tons		$
47	Place rock rip-rap (12" - 24" dia rock, 6'W x 18'L x 3'D) for storm drain outlet in natural drainage channel	20	Tons		$
48	Install 6” PVC SDR 35 perforated pipe sub-drain including drain rock & filter fabric and connection into manhole	25	LF		$
49	Install Clean-out for sub-drain	1	EA		$
50	Install slurry cement backfill	9	CY		$
51	Permeable drain-rock bedding, if necessary	40	Tons		$
52	Tree Protection	9	EA		$
				BASE BID SUBTOTAL (SUBTOTAL D):	$

BID ADDITIVE ITEMS: SCHEDULE E (ACACIA WAY)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
53	Construct rock-faced concrete headwall	1	LS		$
54	Remove, Re-grade and Re-pave driveway entrance w/3" thick AC	400	SF		$
55	Install rolled AC berm across Acacia Way	35	LF		$
				ADDITIVE BID ADDITIVE SUBTOTAL (SUBTOTAL E):	$
				BASE BID GRAND TOTAL (SUBTOTAL A THROUGH SUBTOTAL D):	$
				GRAND TOTAL (SUBTOTAL A THROUGH SUBTOTAL E):	$
BASE BID GRAND TOTAL BASIS OF AWARD: (In Words)					

Do not enter “N/A” or leave any bid item blank in the Bid Schedule. If a bid item amount is zero, enter $0.00. If a bid item is included elsewhere, enter $0.00. Please enter fully burdened hourly rates for ALL items, including rates for Subcontractors if the Bidder cannot directly provide the labor or equipment listed.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

BASIS OF AWARD

Award of Contract, if any be made, shall be made to the Contractor with the lowest responsive, responsible bid based on the Total Base Bid (Items 1 through 52)

BID ITEM DESCRIPTIONS

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

1. Mobilization and Demobilization (Item 1)

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Public Works Department. This item also includes 1) The movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work, 2) Obtaining bonds, insurance policies, licenses, and permits required by the Contract documents, 3) Project meetings, coordination and all related administrative costs for this Project, 4) Coordination with building occupants, 5) Providing temporary utilities, 6) Coordination with utility providers, 7) Providing portable toilets, 8) Submitting a schedule of values in accordance with Section 013300, 9) Environmental Pollution Prevention Requirements in Part IV, pages 17-20. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Traffic Control Plans, 4) Quality Control Plan, 5) all submittals and shop drawings, 6) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any.

2. Storm Water Compliance (Item 2)

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the requirements under "Environmental/Pollution Prevention Requirements" of these Specifications and as directed by the Engineer. This work also includes compliance with all applicable rules, regulations, ordinances and statutes. Also included is providing and installing BMPs, proper maintenance and inspection of all BMPs installed for the project, removal of BMPs, and clean up and proper disposal of any environmental pollutants due to construction related activities.

3. Traffic and Pedestrian Control (Item 3)

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to maintain vehicular traffic for public use during performance of the work, including all related construction area sign placement and maintenance. This work also includes the preparation, submittal and implementation of the traffic control plan(s), establishing traffic detour(s), traffic control device placement and maintenance, flagging, barriers, temporary drainage facilities, temporary access, temporary asphalt tapers, protection of adjacent existing improvements from damage or staining, removal of the detour(s) upon direction of the Engineer, and restoration of all areas affected by construction, maintenance, use, and removal of the detour in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Public Works Department.

4. Construction Staking (Item 4)

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

construction staking and marking required to establish the lines and grades to construct the project, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. Also, included in this work item is referencing all necessary control points, running a circuit of bench levels, setting benchmarks, staking right-of-way and performing all construction layout and reference staking necessary for the proper control and satisfactory completion of the project.

5. Record Drawings (Item 5)

Measurement and payment for this item shall be on a lump sum (LS) basis for furnishing to the City a complete set of Record (As-Built) Drawings upon project completion.

6. Additional Items (Items 6 Through 55)

Measurement and payment for these items shall be as identified on the Bid Schedule, on a per square foot (SF), lineal foot (LF), each (EA), lump sum (LS), cubic yard (CY), or (tons) basis. The unit price shall pay for all the costs for each bid item as referred to in the technical specifications, in accordance with the plans and specifications, and as directed by the Engineer.

ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and no additional compensation will be allowed therefore.

These items include, but are not limited to, Mobilization, Demobilization, Traffic Control, Storm Water/Environmental Pollution Prevention Compliance and related work, clean up, acquiring and complying with permits, estimating costs for potential Work Orders, staging areas, temporary site utilities, temporary sanitation facilities, attendance at meetings, coordinating with site users, bonds, insurance and similar items.

LUMP SUM PRICE BREAKDOWN

Immediately after award of the Contract, the Contractor shall submit a cost breakdown list to the [Insert Title] for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

BID CLARIFICATION

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items, in any order, in addition to the original Contract after the lowest responsive, responsible Bidder has been determined, should the City obtain additional funding for additive alternatives not awarded with the original Contract. All Bid items for the base bid and all additives must be filled out. Incomplete Bid Schedules will render the bid proposal as non-responsive.

Unit prices (fully burdened hourly rates) shall be for all Task Orders including all labor, labor benefits, materials, tools, equipment, taxes, overhead, profit, administration, mobilization and demobilization, storm water compliance, traffic control, and incidentals necessary for a complete job.

If a bid item amount is zero, enter $0.00. If a bid item is included elsewhere, enter $0.00. Do **not** enter "N/A" or leave any bid item blank in the Bid Schedule.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Carmel-by-the-Sea does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary.

All costs associated with providing bonds, insurance, and ancillary items required by this Contract shall be included in the unit prices for work items.

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

FY 2023/2024 STORM DRAIN IMPROVEMENT PROJECTS
124PW-DRAINDE

_____
COMPANY

BID SCHEDULE

BASE BID ITEMS: SCHEDULE A

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		$
2	Storm Water Compliance	1	LS		$
3	Traffic and Pedestrian Control	1	LS		$
4	Construction Staking	1	LS		$
5	Record Drawings	1	LS		$
				BASE BID SUBTOTAL (SUBTOTAL A):	$

BASE BID ITEMS: SCHEDULE B (LINCOLN STREET & SECOND AVENUE)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
6	Install 24" PVC PS 115 Storm Drain, including 2 - 24" x 24" x 12" tee fittings	270	LF		$
7	Install 18" PVC PS 115 Storm Drain, including 22½" bend fitting	50	LF		$
8	Install 15" PVC SDR 26 Storm Drain, including end cap	5	LF		$
9	Install 12" PVC SDR 26 Storm Drain	35	LF		$
10	Install 18" HDPE located with street section along 2nd Ave.	115	LF		$
11	Remove existing 12" CMP and Replace with 18" HDPE located within landscaped slope segment along 2nd Ave. including 30º bend fitting	180	LF		$
12	Install 18" PVC PS 115 Storm Drain, concrete-encased across Monte Verde	35	LF		$
13	Remove existing 12" PVC and Replace with 15" PVC SDR 26 concrete-encased across Monte Verde	25	LF		$
14	Construct Storm Drain Manhole	3	EA		$
15	Construct Storm Drain Drop Manhole	2	EA		$
16	Construct Catch Basin	5	EA		$
17	Construct GOL-7 Catch Basin	1	EA		$

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

18	Remove existing and Reconstruct Catch Basin including all pipe connections, re-connection of trench drain	1	EA		$
19	Remove existing and Reconstruct 3' x 4' Catch Basin, cast-in-place, including all pipe connections	1	EA		$
20	Install slurry cement backfill	20	CY		$
21	Permeable drain-rock bedding, if necessary	10	Tons		$
22	Grind and repave with 3" thick asphalt concrete for segment of Lincoln St.	4,100	SF		$
23	Place 2½" asphalt concrete overlay for segment of Second Ave.	2,500	SF		$
24	Restore and/or raise existing rolled AC berm along Lincoln St. and Second Ave.	150	LF		$
25	Raise clean-out to new finished grade	1	EA		$
26	Tree Protection	12	EA		$
				BASE BID SUBTOTAL (SUBTOTAL B):	$

BASE BID ITEMS: SCHEDULE C (11TH AVENUE)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
27	Remove Catch Basin, approx. 4' x 5' w/dbl grate	1	EA		$
28	Connect to existing Catch Basin	1	EA		$
29	Install 18" PVC PS 115 Storm Drain concrete-encased	60	LF		$
30	Install 18" PVC PS 115 Storm Drain	165	LF		$
31	Construct Storm Drain Manhole	1	EA		$
32	Remove short section of existing 18" HDPE culvert including headwall	1	LS		$
33	Construct drop Catch Basin, including pipe connections	1	EA		$
34	Remove, Re-grade and Re-pave area adjacent to new drop Catch Basin, including raising AC berm at Carmelo & 11th	700	SF		$
35	Repave area to transition into existing catch basin at San Antonio & 11th	600	SF		$
36	Permeable drain rock bedding, if necessary	10	Tons		$
				BASE BID SUBTOTAL (SUBTOTAL C):	$

BASE BID ITEMS: SCHEDULE D (SANTA FE STREET)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
37	Install 18" PVC PS 115 Storm Drain, including all fittings and end cap	470	LF		$

Docusign Envelope ID: 63B198FB-0390-4FFA-8D9C-A2776C66A206

38	Install 18" PVC PS 115 Storm Drain, concrete-encased	20	LF		$
39	Install 15" PVC SDR 26 Storm Drain	30	LF		$
40	Install 15" PVC SDR 26 Storm Drain, concrete-encased	25	LF		$
41	Install 18" HDPE Storm Drain	25	LF		$
42	Install 18" HDPE Flared Outlet	1	EA		$
43	Construct Storm Drain Manhole	3	EA		$
44	Construct Storm Drain Drop Manhole	2	EA		$
45	Construct Catch Basin	5	EA		$
46	Place rock rip-rap (12" - 24" dia rock, 12'W x 18'L x 3'D) energy dissipator/erosion control apron in natural drainage channel	40	Tons		$
47	Place rock rip-rap (12" - 24" dia rock, 6'W x 18'L x 3'D) for storm drain outlet in natural drainage channel	20	Tons		$
48	Install 6" PVC SDR 35 perforated pipe sub-drain including drain rock & filter fabric and connection into manhole	25	LF		$
49	Install Clean-out for sub-drain	1	EA		$
50	Install slurry cement backfill	9	CY		$
51	Permeable drain-rock bedding, if necessary	40	Tons		$
52	Tree Protection	9	EA		$
				BASE BID SUBTOTAL (SUBTOTAL D):	$

BID ADDITIVE ITEMS: SCHEDULE E (ACACIA WAY)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
53	Construct rock-faced concrete headwall	1	LS		$
54	Remove, Re-grade and Re-pave driveway entrance w/3" thick AC	400	SF		$
55	Install rolled AC berm across Acacia Way	35	LF		$
				ADDITIVE BID ADDITIVE SUBTOTAL (SUBTOTAL E):	$
				BASE BID GRAND TOTAL (SUBTOTAL A THROUGH SUBTOTAL D):	$
				GRAND TOTAL (SUBTOTAL A THROUGH SUBTOTAL E):	$
BASE BID GRAND TOTAL BASIS OF AWARD: (In Words)					

Do not enter "N/A" or leave any bid item blank in the Bid Schedule. If a bid item amount is zero, enter $0.00. If a bid item is included elsewhere, enter $0.00. Please enter fully burdened hourly rates for ALL items, including rates for Subcontractors if the Bidder cannot directly provide the labor or equipment listed.

Attachment 3

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

December 3, 2024
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert Harary, P.E, Director of Public Works
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2024-098 authorizing the City Administrator to execute a construction contract with Coastal Paving & Excavating, Inc., in an amount, including contingency, of $1,285,185, for Projects #1, 2, and 3 of the Drainage System Repairs Projects.

RECOMMENDATION:

Adopt Resolution 2024-098 authorizing the City Administrator to execute a construction contract with Coastal Paving & Excavating, Inc., in an amount, including contingency, of $1,285,185, for Projects #1, 2, and 3 of the Drainage System Repairs Projects.

BACKGROUND/SUMMARY:

Known as the “Drainage System Repairs at 4 Locations Project,” the project description was included in the Fiscal Year (FY) 2024/25 Capital Improvement Program (CIP) Budget as follows:

> *“The 2023 City-wide Drainage Master Plan Update identified numerous spot repairs needed for our existing underground storm drain pipes, as well as reconfigurations to eliminate significant "bottlenecks" in the drainage system. The Master Plan divided these repairs into 6 high priority repairs valued at $3.7M, 9 medium priority improvements at $7.7M, and 8 low priority projects at $3.3M. This Project, and subsequent projects programmed in the 5-year CIP, are intended to address these high priority issues.*
>
> *In July 2023, Neill Engineers was issued a $159,100 Amendment to their Professional Services Agreement to design four drainage system repairs: 1) along Eleventh Avenue, from Carmelo Street to San Antonio Avenue, 2) along Lincoln Street, from First to Second Avenues, and along Second Avenue, from Lincoln to Monte Verde Streets, 3) along Santa Fe Street, from Eighth Avenue south to the Mission Trail Nature Preserve outfall, and 4) a new headwall at Acacia Way/Flanders Way.”*

Please note that Projects #1, 2, and 3 were listed as “high priority” improvements in the 2023 Storm Drain Master Plan Update (SDMPU). These three projects will redirect storm drainage from potentially flooding City streets and private properties by channeling the water into drain inlets and underground

drainage pipelines. For example, Project #2 will resolve a pending flooding claim/litigation issue with a County resident residing on the west side of Lincoln Street. Project #1 will discharge storm water properly into the Ocean, Project #2 will discharge into Pescadero Canyon, and Project #3 will discharge into the Mission Trail Nature Preserve (MTNP) creek.

The construction Bid Package was arranged such that the Basis of Award of the contract would be for the lowest Base Bid for these 3 high priority locations.

Project #4 is not listed as one of the 23 priorities in the SDMPU. Rather, this location is considered a "nuisance" drainage problem with a history of complaints from residents along Acacia Way, a private driveway. At the request of the residents and Council, Project #4 was added into the larger drainage project for efficiency and cost-effectiveness. Project #4 includes construction of a rock-lined headwall at the entry of a private drainage pipe, and regrading and repaving the intersection of Flanders Way and Acacia Way in front of the headwall to better channel storm flow from Flanders Way, a public street, into the private pipe. The private drainage pipe is aligned along the west side of the Acacia Way driveway. Staff added Project #4 into the Bid Package as a Bid Additive item which could easily be included, or deferred, at the time the Council awards a construction contract with the other three priority locations.

As the design plans were substantially completed, the City's on-call environmental consultant, Denise Duffy & Associates, was tasked to evaluate and prepare Notices of Exemption under CEQA for the two project locations discharging into natural drainage courses (Projects #2 and #3). Also, in lieu of acquiring a small drainage easement on private property at the south end of Santa Fe Street for Project #3, the final pipeline alignment was rerouted to stay entirely within the public right-of-way to avoid impacts to the private property.

The City's Project Manager completed the plan reviews, compiled bidding and construction contract documents, and managed the bidding phase. Bid advertisement notices were published in the Carmel Pine Cone, Central Coast Builders Association, and posted on the City's and other public purchasing websites. In addition, courtesy calls and emails were sent to 42 contractors, including to the five contractors who attended the pre-bid meeting which took place on August 14th.

Three responsive, responsible bid proposals were received and opened at a Public Bid Opening held on September 5, 2024, with the following results:

Projects	Engineer's Estimate	Coastal Paving & Excavating	MPE	Anderson-Pacific
Base Bid – Projects #1-3 (Basis of Award)	$1,130,000	**$1,168,350**	$1,187,000	$1,309,585
Bid Additive – Project #4	24,000	48,000	44,200	25,750

The lowest Base Bid for Projects #1, 2, and 3 of $1,168,350, submitted by Coastal Paving & Excavating, Inc., was 3% above the Engineer's cost estimate and 2% below the next low bidder, indicating that the bids were highly competitive. However, Coastal Paving & Excavating's Additive Bid for the Acacia Headwall Project #4 was $48,000, double the Engineer's estimate of $24,000. The other

contractors bid $26k to $44k for this same additive bid item. Due to risks associated with underground construction, a 10% contingency of $116,835 is recommended.

Established in 2014 and located in Monterey, Coastal Paving & Excavating possesses a Class A General Engineering and Class C-12 Earthwork and Paving contractor licenses. They specialize in construction of underground utilities and asphalt paving projects. Over the past few years, this contractor completed several waterline projects for CalAm Water and paving projects for Monterey County and the Monterey Regional Airport, all with favorable references. Construction of will take approximately three months to complete following issuance of the Notice to Proceed, weather permitting.

Staff is recommending that the City Council awards the construction contract for Projects #1,2, and 3 (the Base Bid) but not award the contract for the Bid Additive Project #4 (Acacia Headwall) because despite staff's due diligence review of the 1983 Improvement Plans and 1984 Parcel Map which created the private Acacia Way driveway, it is inconclusive if the City has the right to construct the proposed headwall without a Right of Entry Agreement agreeable to the residents.

Further considerations to defer the Project #4 at this time include:

1. In 1998, a former Public Works Director wrote a letter to the residents, in response to a local resident's letter **(Attachment #2)**, explaining that the natural topography of the site has always resulted in drainage flowing southerly down into the ravine located south of the development, and that the City has no obligation to improve the natural drainage course within private properties.

2. No plans nor permit were found indicating that the City approved the private storm drain pipeline from the existing drainage entry point near Flanders Way south towards the ravine beyond. We do know that the downstream segment of the subject pipeline has a smaller diameter than the upstream pipeline, indicating the overall pipeline may not have been properly designed.

3. Constructing a headwall and regrading the street would better channel surface from Flanders Way into the private pipe, However, concentrating all of the flow into the undersized private pipeline will inevitably lead to an increase of maintenance issues, such as clogs, in the future. City crews have helped minimize the nuisance problem over the years by stacking sandbags and clearing out clogs, and we will continue to do so.

Environmental Determination

The Santa Fe Street Storm Drain Improvement Project and the Lincoln Street Storm Drain Improvement Project are considered exempt from the California Environmental Quality Act (CEQA) based on the following provisions:

1. **Section 15301(b) - Existing Facilities**:
   - These projects involve minor alterations to existing publicly owned facilities (i.e., storm drain systems) used to provide services. The work is not expected to result in a significant expansion of the existing infrastructure.
2. **Section 15303(d) - Small Facilities**:
   - The projects involve the installation of small-scale equipment or facilities, further supporting the exemption from CEQA as they involve limited alterations and improvements.
3. **Section 15061(b)(3) - No Significant Effect**:
   - It is determined with certainty that the proposed activities will not have a significant effect on the environment, making them categorically exempt from CEQA review.

In accordance with these exemptions, the City will file two Notices of Exemption upon project approval.

However, the Eleventh Avenue Storm Drain Improvement Project (Carmelo Street to San Antonio Avenue) and the Acacia Way/Flanders Way Headwall Project are not considered projects under CEQA. As per Public Resources Code Section 21065, these projects do not involve any physical changes to the environment—either directly or indirectly—so they are not subject to environmental review under CEQA.

FISCAL IMPACT:

In June 2024, Council adopted the CIP Budget for FY 2024/2025 which included $1,218,000 for this Project in CIP Account Number 301-311-00-43008. Council also approved a separate CIP Contingency Fund of $400,000 for any CIP project that may need additional funds to proceed into construction.

The total estimated cost for this Project in the current FY, including the cost for the proposed construction contract with a 10% contingency of $1,285,185, are listed below.

No.	Company	Services	Cost
1	Neill Engineers	Design Support During Construction	$6,400
2	Denise Duffy & Associates	CEQA Environmental Reviews	6,000
3	Coastal Paving & Excavating	Construction – Base Bid (Projects #1, 2, 3)	1,168,350
4	Coastal Paving & Excavating	10% Contingency for Unforeseen Conditions	116,835
		Total	**$1,297,585**

The total estimated Project cost of $1,297,585 would expend all of the $1,218,000 CIP Budget appropriated for this Project. The balance needed to award the construction contract of $79,585 is available from the $400,000 CIP Contingency Fund which has a current balance of $371,920. This reallocation would reduce the Contingency Fund down to $292,335 for any future needs this FY, which may include: Vista Lobos Electrical Panel and EV Charging Stations Project, Sunset Center Retaining Wall Repairs, and/or the FY 2024/25 Conglomerate Paving Project.

PRIOR CITY COUNCIL ACTION:

In July 2023, Council adopted Resolution 2023-072 approving an Amendment to the Professional Services Agreement with Neill Engineers, Corp., in the amount of $159,100, to prepare design plans for four drainage improvement projects.

In June 2024, Council adopted Resolution 2024-047 adopting the FY 2024/25 CIP Budget which appropriated $1,2180,000 for construction of the Drainage System Repairs at 4 Locations Project plus $400,000 as a separate CIP Contingency Fund.

ATTACHMENTS:

Attachment 1) - Resolution 2024-098
Attachment 2) - 1998 Correspondence re: Acacia Way Drainage

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL
RESOLUTION NO. 2024-098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONSTRUCTION CONTRACT WITH COASTAL PAVING & EXCAVATING, INC. IN AN AMOUNT, INCLUDING CONTINGENCY, OF $1,285,185 FOR PROJECTS #1, 2, AND 3 OF THE DRAINAGE SYSTEM REPAIRS PROJECTS

WHEREAS, in July 2023, the City Council adopted Resolution 2023-072 approving an Amendment to the Professional Services Agreement with Neill Engineers, Corp., in the amount of $159,100, to prepare design plans for the following four drainage projects: 1) along Eleventh Avenue, from Carmelo Street to San Antonio Avenue, 2) along Lincoln Street, from First to Second Avenues, and along Second Avenue, from Lincoln to Monte Verde Streets, 3) along Santa Fe Street, from Eighth Avenue south to the Mission Trail Nature Preserve outfall, and 4) a new headwall at Acacia Way/Flanders Way" at the entry of a private drainage pipe; and

WHEREAS, Projects #1, 2, and 3 were listed as "high priority" improvements identified in the 2023 Storm Drain Master Plan Update (SDMPU) and included in the construction contract documents as the Base Bid; and

WHEREAS, the Project #4 site is considered a local "nuisance" drainage problem for residents along Acacia Way, a private driveway, and was included in the contract documents as a Bid Additive; and

WHEREAS, despite staff's due diligence review of the 1983 Improvement Plans and 1984 Parcel Map which created the private Acacia Way driveway, it is inconclusive if the City has the right to construct the proposed headwall without a Right of Entry Agreement, and further, the private drainage pipe does not appear to have been properly designed or permitted; and

WHEREAS, in June 2024, Council adopted Resolution 2024-047 approving the Fiscal Year (FY) 2024/25 Capital Improvement Program (CIP) Budget which appropriated $1,218,000 to fund these drainage Projects and established a separate CIP Contingency Fund in the amount of $400,000 for any CIP project that may need additional funds to proceed into construction; and

WHEREAS, three responsive bid proposals were received at the Public Bid Opening held on September 5, 2024; and

WHEREAS, Coastal Paving & Excavating, Inc., of Monterey, submitted the lowest Base Bid of $1,168,350, which was 3% above the Engineer's cost estimate and 2% below the next low bidder; and

WHEREAS, due to risks associated with underground construction, a 10% contingency of $116,835 is recommended, resulting in a total contract amount of $1,285,185; and

WHEREAS, the total estimated Project cost for FY 2024/25, including the cost for construction with contingency, plus fees for environmental reviews and engineering support during construction, is $1,297,585 and exceeds the $1,218,000 CIP funding appropriated for this Project; and

WHEREAS, the balance needed of $79,585 is available in the CIP Contingency Fund for FY 2024/25, leaving $292,335 of the Contingency Fund remaining for any other CIP project that may need additional funds to proceed into construction.

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

Authorize the City Administrator to execute a Construction Contract with Coastal Paving & Excavating, Inc. in an amount, including a 10% contingency, of $1,285,185, for Projects #1, 2, and 3 of the Drainage System Repairs Projects.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 3rd day of December, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dave Potter
Mayor

ATTEST:

_____
Nova Romero, MMC
City Clerk

Joan Buikema Buchanan
Barbara J. Buikema
P.O. Box 4283
Carmel, CA 93921

February 14, 1998

Mr. Jim Cullen
Director of Public Works
P.O. Box SS
Carmel-by-the-Sea, CA 93921

Subject: Flood Damage & Request for Emergency Response

Dear Mr. Cullen:

I am writing to request a claim form for damage sustained on my property at 3 S.W. Acacia and Flanders Way in Carmel during the storms of the past week. We sustained excessive damage to the drive way and back slope of our property due to excessive storm water run-off. It is our contention that the City of Carmel-by-the-Sea has failed to maintain the drainage system above our property.

We would like to file a claim based on the following:

1. The amount of water diverted onto our property from streets located above us accumulated and over-saturated the land which in turn caused the slope behind our home to fail. There was inadequate drainage provided on the surface and streets from all developed areas above our home.
2. The storm drain facilities running down Acacia Ave in the front of our home became blocked by debris and diverted a tremendous amount of storm water run-off onto our property. There was a devastating amount of water running down the street, flowing over the neighbor's property above us and then down onto our property. Had the storm drainage system worked properly a great deal if not all of the water could have been diverted.
3. The water that did not run over the neighbor's driveway continued down the street to our driveway where we have sustained substantial damage from erosion and destruction of the asphalt driveway and land bordering it.
4. The city's drainage pipe along the side of our street is exposed due to the erosion effects of all the storm drain water. The asphalt has literally been destroyed and washed down into the canyon.

A City work crew was on our street Saturday evening, February 7th and indicated to us that the drain had some sort of obstruction in it that was preventing it from doing the job it was designed to do. We were told that they could not come back until Monday, February 9th to clear the drain because they did not have the equipment they needed. It was reported to us by a neighbor that the crew returned on Tuesday, February 10th, and drilled 115 feet but was unable to clear the blockage.

What has completely taken us by surprise is the amount of damage and how quickly it occurred. We feel the City of Carmel has been negligent in their obligation to maintain proper drainage. The potential effects of El Nino were widely publicized well in advance of the recent storm conditions. As a result of the City's failure to maintain an adequate drainage system we have sustained severe property damage. The storms of 1998 have left us deluged because of the storm drain run-off diverted onto our property..

We have spent considerable effort in preventative maintenance and damage control; however, our property remains at risk. We are consulting a Geotechnical engineer in an effort to maximize our efforts. While we are painfully aware that more rain is forecasted, we would like to file a claim for damage already sustained.

We are very concerned about the erosion of the slope surrounding our home which is jeopardizing our safety. Please respond to this claim immediately, so that we may work with you to minimize any further damage.

Sincerely,

B. Buikema

Barbara J. Buikema

Joan Buikema Buchanan

Joan Buikema Buchanan

cc: Mr. Ken White, Mayor
Mr. Jere A. Kersnar, City Manager
Mr. Clayton Neill, City Engineer
Mr. Don Freeman, City Attorney
Carmel-by-the-Sea City Council

LOT 22, BLK 102

City of Carmel-by-the-Sea

POST OFFICE BOX SS
CARMEL-BY-THE-SEA, CALIF. 93921 (408) 624-3543

JAMES M. CULLEM, P.E.
DIRECTOR OF PUBLIC WORKS

24 February 1998

Joan Buikema Buchanan
Barbara J. Buikema
P.O. Box 4283

SUBJECT: FLOOD DAMAGE AND REQUEST FOR EMERGENCY RESPONSE

Dear Ms. Buchanan and Ms. Buikema:

In response to your letter of February 14, 1998, please not that Acacia Way is not a City Street, despite the fact that it is paved and is identified by the City's standard street marker. You also need to be aware that rain water on Crespi, Vizcanio, and Flanders Way follows the topography of the area and flows onto Acacia Way towards the ravine behind your property. The City has no obligation to change the natural drainage route, nor to maintain any drainage structure or systems south of Flanders Way.

During storm emergencies, however, the Public Works Department provided what assistance it could, even on private property. For example, during the recent storms, the City crews cleared drains, placed base rock, and set sandbags as a service to the residents.

As we discussed on site last week, the control of rainwater through private property remains the responsibility of the property owner. I also noted that the work you had done in your back yard and the resulting cutoff of the drainlines between your property and your neighbor's contributed to the saturation of your yard and the landslides into the ravine.

I hope this discussion clarify's the responsibility of both the City and individual property owners in dealing with stormwater. None-the-less, if you still believe that your have a valid claim against the City, I have enclosed a copy of a Claim for Damage form which you would need to submit to City Hall.

If you have additional questions, please do not hesitate to contact me at the public Works Department, 624-3543.

Sincerely,

James M. Cullem, P.E.
Director of Public Works

C: Greg D'Ambrosio, Assistant City Administrator

Attachment 4

City of Carmel-by-the-Sea
Public Works
P.O. Box CC
1Carmel-by-the-Sea, CA 93921

Date: **4/10/2025**

CONTRACT CHANGE ORDER NO. 1

Project: FY 2023/24 Storm Drain Improvement Projects

Contractor: Coastal Paving & Excavating, Inc. Agreement No:PWD-COASTALPAVING-215-24-25

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

Contract Change Order **Original Contract + $:** $ 1,168,350.00

Item No.		Description	Bid Qty	Actual Qty	Unit Price	+ / -	Total
6		Install 24" PVC PS 115 Storm Drain, including 2-24"x24"x12" tee fittings (Additional Cost Due to Additional Depth)	270	270	$107.38		$ 28,992.00
14		Construct Storm Drain Manhole (Additional Cost Due to Added Depth)	3	2	$2,250.00		$ 4,500.00
							$ -
T&M01		Additional Potholing	0	1	$12,265.57		$ 12,265.57
T&M02		Emergency Storm Drain Repair (20LF of 18" SD)	0	1	$11,000.00		$ 11,000.00

Total of this Contract Change Order (CCO): $ 56,757.57

Total CCO approved to date:

Total CCO approved plus this CCO: $ 56,757.57

Total project cost to date: $ 1,225,107.57

Reason for Change:

Added cost associated with difference in site conditions and addition of an emergency repair to failing SD not associate with this project.

Time Extension:	**Total Extension Time:**	**Original Completion Date:**	**Revised Completion Date:**
CD/WD	CD/WD		

This change order hereby amends the Contract, and all Contract provisions will apply hereto. This Change Order will become effective when approved by the authorized City representative. By signing the Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all direct and indirect costs, schedule modification, extended overhead costs, all other fees, and cumulative impact on all other work under the Contract. Signing of the Change Order constitutes a full mutual accord and satisfaction for the changes, and the time and/or cost adjustment.

Recommended By: Javier Hernandez Date: 4/10/25

Title: Project Manager

Accepted by Contractor: Michael Melicia Date:

Title: President

Approved by City: Javier Hernandez Date:

Title: Project Manager

Carmel-by-the-Sea

Attachment 4

Javier Hernandez <jhernandez@ci.carmel.ca.us>

FY 2023/2024 Storm Drain Improvement Projects - CPEX Job #2599

11 messages

Victor Davi <victor@coastalpavingex.com> Fri, Mar 21, 2025 at 11:11 AM
To: Javier Hernandez <jhernandez@ci.carmel.ca.us>, Casey Kenyon <casey@coastalpavingex.com>, Michael Melicia <michael@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Javier,

In accordance with our site meeting yesterday regarding the additional depth we have had to navigate through due to utility conflicts and other issues, Coastal Paving & Excavating is requesting a contract change order to compensate for the impacts on our operation for the work on Line 'A' on Lincoln Street:

Bid Item 6	270 LF	$550.00 / LF	$148,500
Actual Cost	270 LF	$736.00 / LF	$198,720

Additional Cost = $50,220

As I mentioned, we have identified several potential offsets included in our estimate that will help in the reduction of this cost overrun:

Bid Item 20 - Slurry cement backfill	< $ 3,200 >
In Bid Item - Potholing	< $ 9,618 >
In Bid Item - Rock Contingency $	< $ 11,290 >
Offset Total:	< $ 21,228 >

Net Change Order Request: **$ 28,992.00**

Please review this information and let me know if you have any questions.
--

Victor Davi
Senior Estimator | **CPEX**
Monterey Office: 831- 646-2099
Cell: 831-901-0072
w: coastalpavingex.com
e: Victor@coastalpavingex.com

Javier Hernandez <jhernandez@ci.carmel.ca.us> Mon, Mar 24, 2025 at 10:21 AM
To: Victor Davi <victor@coastalpavingex.com>
Cc: Casey Kenyon <casey@coastalpavingex.com>, Michael Melicia <michael@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Victor,

Thank you for sending this over, this doesn't account for the extra on the initial potholing correct? Also, would this put us through the manhole construction on second and lincoln?

Thanks again for working with us on this.
[Quoted text hidden]
--

Javier Hernandez, PM
jhernandez@ci.carmel.ca.us

O: 831-427-7665
C: 831-975-1939

Attachment 4

Victor Davi <victor@coastalpavingex.com> Mon, Mar 24, 2025 at 1:36 PM
To: Javier Hernandez <jhernandez@ci.carmel.ca.us>, Michael Melicia <michael@coastalpavingex.com>, Casey Kenyon <casey@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Javier,

This does not account for the initial potholing and/or the impacts to manholes and catch basins.
The MH's will be deeper but I believe we can maintain the CB depths.
[Quoted text hidden]

Javier Hernandez <jhernandez@ci.carmel.ca.us> Mon, Mar 24, 2025 at 2:01 PM
To: Victor Davi <victor@coastalpavingex.com>
Cc: Michael Melicia <michael@coastalpavingex.com>, Casey Kenyon <casey@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Victor,

If we can make this number work for the effects of the deeper excavation, I can start drafting up the change order to include this and the initial potholing along with the emergency SD work? Please let me know, otherwise we can wait and discuss upon completion of the manhole work?

Thank you
[Quoted text hidden]

Victor Davi <victor@coastalpavingex.com> Mon, Mar 24, 2025 at 2:04 PM
To: Javier Hernandez <jhernandez@ci.carmel.ca.us>
Cc: Michael Melicia <michael@coastalpavingex.com>, Casey Kenyon <casey@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Javier,

Let me discuss this with the field and get back to you.
[Quoted text hidden]

Victor Davi <victor@coastalpavingex.com> Tue, Mar 25, 2025 at 2:15 PM
To: Javier Hernandez <jhernandez@ci.carmel.ca.us>
Cc: Michael Melicia <michael@coastalpavingex.com>, Casey Kenyon <casey@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Javier,

The added cost for deepened manholes #2 & #3 on Lincoln Street is $2,250/EA - $4,500 total.
Let me know if you have any questions, or need additional information.
[Quoted text hidden]

Javier Hernandez <jhernandez@ci.carmel.ca.us> Wed, Mar 26, 2025 at 6:53 AM
To: Victor Davi <victor@coastalpavingex.com>
Cc: Michael Melicia <michael@coastalpavingex.com>, Casey Kenyon <casey@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Victor,

Thank you for this information,

Casey, I have a check in with Cheyenne mainly to go over billing, I think the thought is that we issue one change order to cover the majority of these costs. I would suggest we break them up into the three phases/sites and approach it that way.

Attachment 4

Cheyenne, I think we will cancel today's meeting which will give me time to go out in the field and confirm some quantities for myself. I'm open to suggestions,

Thank you
[Quoted text hidden]

Casey Kenyon <casey@coastalpavingex.com> Wed, Mar 26, 2025 at 6:58 AM
To: Javier Hernandez <jhernandez@ci.carmel.ca.us>
Cc: Victor Davi <victor@coastalpavingex.com>, Michael Melicia <michael@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Ok thank you Javier. We are currently not on site. Chris is still out and I can't man the site without him but can be available if you would like to meet let me know. Thank you.

Casey Kenyon
Superintendent | **CPEX**
Monterey Office: 831- 646-2099
Salinas Office: 831-646-3100
w: coastalpavingex.com
e: Casey@coastalpavingex.com

[Quoted text hidden]

Javier Hernandez <jhernandez@ci.carmel.ca.us> Wed, Mar 26, 2025 at 7:11 AM
To: Casey Kenyon <casey@coastalpavingex.com>
Cc: Victor Davi <victor@coastalpavingex.com>, Michael Melicia <michael@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Casey,

Thank you for the update, I will begin drafting up the change order upon my visit, that being said, I will have a draft ready for review upon completion of the construction at the 2nd and Lincoln site. When do we have formwork for concrete scheduled for, is that what comes next? I want to make sure I'm available to review that phase of the project.

Thank you
[Quoted text hidden]

Cheyenne Reynolds <cheyenne@coastalpavingex.com> Wed, Mar 26, 2025 at 9:49 AM
To: Javier Hernandez <jhernandez@ci.carmel.ca.us>
Cc: Casey Kenyon <casey@coastalpavingex.com>, Victor Davi <victor@coastalpavingex.com>, Michael Melicia <michael@coastalpavingex.com>

Javier,
Just let me know what works best for you.
Thank you,

Attachment 4

[Quoted text hidden]

Javier Hernandez <jhernandez@ci.carmel.ca.us> Wed, Mar 26, 2025 at 10:03 AM
To: Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Cheyenne,

Let's skip today's meeting, I have a ton of backlog and would like to get out to the site today as well. If you could just provide me with schedule updates as you generate them that would be great. I published the last schedule, so I'm sure I'm going to get calls once the neighbors see you're still out there come April 7th.

Thank you
[Quoted text hidden]

Carmel-by-the-Sea

Attachment 4

Javier Hernandez <jhernandez@ci.carmel.ca.us>

FY 2023/2024 Storm Drain Improvement Projects - CPEX Job #2599

Victor Davi <victor@coastalpavingex.com> Tue, Mar 25, 2025 at 2:15 PM
To: Javier Hernandez <jhernandez@ci.carmel.ca.us>
Cc: Michael Melicia <michael@coastalpavingex.com>, Casey Kenyon <casey@coastalpavingex.com>, Cheyenne Reynolds <cheyenne@coastalpavingex.com>

Javier,

The added cost for deepened manholes #2 & #3 on Lincoln Street is $2,250/EA - $4,500 total.
Let me know if you have any questions, or need additional information.
[Quoted text hidden]

FORCE ACCOUNT BILLING INFORMATION

NAME: CARMEL STORM DRAIN PROJECTS 23/24

ADDRESS: LINCOLN STREET

CITY/STATE/ZIP: CARMEL, CA

PHONE

Coastal Paving & Excavating

DATE PERFORMED: FEBRUARY 11, 2025

CONTRACTOR JOB NO.: 2599

DIRECTOR OF PERFORMANCE: JAVIER HERNANDEZ

WORK DESCRIPTION: POTHOLE FOR 24" STORM DRAIN - STORM DRAIN NOT PER PLAN

EQUIPMENT	Hours	Hourly Rate	Extended Amount
SERVICE TRUCK	4.0	$41.96	$167.84
BOBTAIL			$0.00
LEE BOY PAVER			$0.00
SMOOTH DRUM ROLLER			$0.00
SKID STEER			$0.00
JD-85 EXCAVATOR			$0.00
JD-50 EXCAVATOR			$0.00
JD-35 EXCAVATOR			$0.00
SHEEP FOOT			$0.00
SKIP LOADER			$0.00
VAC TRUCK & TRAILER	4.0	$325.00	$1,300.00
PRO PAVER			$0.00
BACKHOE			$0.00
HEAVY HAUL TRAILER			$0.00
LIGHT TOWER			$0.00
TOWABLE COMPRESSOR			$0.00
DUMP TRAILER			$0.00
SUPER-DUMP TRUCK			$0.00
			$0.00
EQUIPMENT TOTAL			**$1,467.84**

MATERIAL/SPECIALIST	No. Units	Unit Cost	Total
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
MATERIALS TOTAL			$0.00

YARD STOCK	QUANITY	UNIT PRICE	TOTAL
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
YARD STOCK TOTAL			$0.00

LABOR		HOURS	RATE	TOTAL
	DT			$0.00
	OT			$0.00
CHRIS PERKINS	REG	4.00	$94.91	$379.64
	DT			$0.00
	OT			$0.00
GREG GARNETT	REG	4.00	$65.89	$263.56
	DT			$0.00
	OT			$0.00
JUSTIN CLARK	REG	4.00	$65.89	$263.56
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	RG			$0.00
	Subtotal			**$906.76**
	Labor Surcharge		**9%**	$81.61
	Labor Surcharge (OT)			
	Total Cost of Labor			$988.37
	Markup On Labor		**35%**	$345.93
	Markup On Equipment, Materials & Work		**15%**	$220.18
	Total			**$3,022.31**

Accepted by Owner:

Name:

Date

JOB LOCATION: Chris Perkins 2nd + Lincoln

COASTAL JOB #: 2599

DATE PERFORMED: 2/11/25

Coastal Paving & Excavating

Phone Number 831-646-209
24560 Silver Cloud Ct. Suite
Monterey, Ca. 93940

EQUIPMENT	QUANITY	JOB RATE	TOTAL
SERVICE TRUCK	1		
COBTAIL			
EE BOY PAVER			
RO PAVER			
MOOTH DRUM ROLLER			
KID STEER			
)-Mini EXCAVATOR 35 / 50			
)-Mid EXCAVATOR			
dip Loader			
HEEP FOOT			
ubber Tire Roller			
ACKHOE			
AC TRAILER			
EAVY HAUL TRAILER			
GHT TOWER			
OWABLE COMPRESSOR			
UMP TRAILER			
) wheeler			
egular Trailer			
row Board			
EQUIPMENT TOTAL			

MATERIAL/SPECIALIST/RENTALS	INVOICE TAG	UNIT/UNIT PRICE	TOTAL
Pink F650			
Pink Vac Trailer			
MARK UP %			
MATERIALS TOTAL			

YARD STOCK	QUANITY	UNIT PRICE	TOTAL
MARK UP %			
YARD STOCK TOTAL			

LABOR		HOURS	RATE	TOTAL
Chris P Foreman L3	DT			
	OT			
	REG	4		
Justin C L3	DT			
	OT			
	REG	4		
Greg G L3	DT			
	OT			
	REG	4		
	DT			
	OT			
	REG			
	DT			
	OT			
	REG			
	DT			
	OT			
	REG			
	DT			
	OT			
	REG			
	DT			
	OT			
	REG			
	DT			
	OT			
	RG			
		HOURS TOTAL		
		TOTAL		

Work Authorized By:

CONTRACTORS REPRESENTATIVE

OWNER/AGENT SIGNATURE

DESCRIPTION OF WORK 24" Storm drain Pot hole

FORCE ACCOUNT BILLING INFORMATION

NAME: CARMEL STORM DRAIN PROJECTS 23/24

ADDRESS: LINCOLN STREET

CITY/STATE/ZIP: CARMEL, CA

PHONE

Coastal Paving & Excavating

DATE PERFORMED: FEBRUARY 10, 2025

CONTRACTOR JOB NO.: 2599

DIRECTOR OF PERFORMANCE: JAVIER HERNANDEZ

WORK DESCRIPTION: POTHOLE FOR 24" STORM DRAIN - STORM DRAIN NOT PER PLAN

EQUIPMENT	Hours	Hourly Rate	Extended Amount
SERVICE TRUCK	16.0	$41.96	$671.36
BOBTAIL			$0.00
LEE BOY PAVER			$0.00
SMOOTH DRUM ROLLER			$0.00
SKID STEER			$0.00
JD-85 EXCAVATOR			$0.00
JD-50 EXCAVATOR			$0.00
JD-35 EXCAVATOR			$0.00
SHEEP FOOT			$0.00
SKIP LOADER			$0.00
VAC TRUCK & TRAILER	8.0	$325.00	$2,600.00
PRO PAVER			$0.00
BACKHOE			$0.00
HEAVY HAUL TRAILER			$0.00
LIGHT TOWER			$0.00
TOWABLE COMPRESSOR			$0.00
DUMP TRAILER			$0.00
SUPER-DUMP TRUCK			$0.00
			$0.00
EQUIPMENT TOTAL			**$3,271.36**

MATERIAL/SPECIALIST	No. Units	Unit Cost	Total
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
MATERIALS TOTAL			$0.00

YARD STOCK	QUANITY	UNIT PRICE	TOTAL
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
YARD STOCK TOTAL			$0.00

LABOR		HOURS	RATE	TOTAL
	DT			$0.00
	OT			$0.00
CHRIS PERKINS	REG	8.00	$94.91	$759.28
	DT			$0.00
	OT			$0.00
ROBERT ZIEMINSKI	REG	8.00	$65.89	$527.12
	DT			$0.00
	OT			$0.00
JUSTIN CLARK	REG	8.00	$65.89	$527.12
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	RG			$0.00
			Subtotal	**$1,813.52**
			Labor Surcharge	**9%** $163.22
			Labor Surcharge (OT)	
			Total Cost of Labor	$1,976.74
			Markup On Labor	**35%** $691.86
			Markup On Equipment, Materials & Work	**15%** $490.70
			Total	**$6,430.66**

Accepted by Owner:

Name:

Date

JSTOMER FOREMAN: Chris Perkins
JB LOCATION: 2nd + Lincoln
DASTAL JOB #: 2599
ATE PERFORMED: 2/10/25

Coastal Paving & Excavating

Phone Number 831-646-209
24560 Silver Cloud Ct. Suite
Monterey, Ca. 93940

QUIPMENT	QUANITY	JOB RATE	TOTAL
ERVICE TRUCK	2		
OBTAIL			
E BOY PAVER			
RO PAVER			
MOOTH DRUM ROLLER			
KID STEER			
-Mini EXCAVATOR 35 / 50			
-Mid EXCAVATOR			
dp Loader			
HEEP FOOT			
ubber Tire Roller			
ACKHOE			
AC TRAILER			
EAVY HAUL TRAILER			
GHT TOWER			
OWABLE COMPRESSOR			
UMP TRAILER			
wheeler			
gular Trailer			
row Board			
EQUIPMENT TOTAL			

ATERIAL/SPECIALIST/RENTALS	INVOICE TAG	UNIT/UNIT PRICE	TOTAL
Pink F650			
Pink Vac trailer			
MARK UP %			
MATERIALS TOTAL			

RD STOCK	QUANITY	UNIT PRICE	TOTAL
MARK UP %			
YARD STOCK TOTAL			

LABOR		HOURS	RATE	TOTAL
Chris P foreman L3	DT			
	OT			
	REG	8		
Bobby Z L3	DT			
	OT			
	REG	8		
Justin C L3	DT			
	OT			
	REG	8		
	DT			
	OT			
	REG			
	DT			
	OT			
	REG			
	DT			
	OT			
	REG			
	DT			
	OT			
	REG			
	DT			
	OT			
	REG			
	DT			
	OT			
	REG			
	DT			
	OT			
	RG			
		HOURS TOTAL		
		TOTAL		

Work Authorized By:

CONTRACTORS REPRESENTATIVE

OWNER/AGENT SIGNATURE

DESCRIPTION OF WORK Pot hole for Storm 24" pipe
Storm drain Location not to plan

FORCE ACCOUNT BILLING INFORMATION

NAME: CARMEL STORM DRAIN PROJECTS 23/24

ADDRESS: LINCOLN STREET

CITY/STATE/ZIP: CARMEL, CA

PHONE

Coastal Paving & Excavating

DATE PERFORMED: FEBRUARY 7, 2025

CONTRACTOR JOB NO.: 2599

DIRECTOR OF PERFORMANCE: JAVIER HERNANDEZ

WORK DESCRIPTION: POTHOLE FOR 24" STORM DRAIN, PER PLAN

EQUIPMENT	Hours	Hourly Rate	Extended Amount
SERVICE TRUCK	5.0	$41.96	$209.80
BOBTAIL			$0.00
LEE BOY PAVER			$0.00
SMOOTH DRUM ROLLER			$0.00
SKID STEER			$0.00
JD-85 EXCAVATOR			$0.00
JD-50 EXCAVATOR			$0.00
JD-35 EXCAVATOR			$0.00
SHEEP FOOT			$0.00
SKIP LOADER			$0.00
VAC TRUCK & TRAILER	4.0	$325.00	$1,300.00
PRO PAVER			$0.00
BACKHOE			$0.00
HEAVY HAUL TRAILER			$0.00
LIGHT TOWER			$0.00
TOWABLE COMPRESSOR			$0.00
DUMP TRAILER			$0.00
SUPER-DUMP TRUCK			$0.00
			$0.00
EQUIPMENT TOTAL			**$1,509.80**

MATERIAL/SPECIALIST	No. Units	Unit Cost	Total
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
MATERIALS TOTAL			$0.00

YARD STOCK	QUANITY	UNIT PRICE	TOTAL
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
YARD STOCK TOTAL			$0.00

LABOR		HOURS	RATE	TOTAL
	DT			$0.00
	OT			$0.00
CHRIS PERKINS	REG	2.50	$94.91	$237.28
	DT			$0.00
	OT			$0.00
GREG GARNETT	REG	2.50	$65.89	$164.73
	DT			$0.00
	OT			$0.00
JUSTIN CLARK	REG	2.50	$65.89	$164.73
	DT			$0.00
	OT			$0.00
ROBERT ZIEMINSKI	REG	2.50	$65.89	$164.73
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	REG			$0.00
	DT			$0.00
	OT			$0.00
	RG			$0.00
			Subtotal	**$731.45**
			Labor Surcharge	**9%** $65.83
			Labor Surcharge (OT)	
			Total Cost of Labor	$797.28
			Markup On Labor	**35%** $279.05
			Markup On Equipment, Materials & Work	**15%** $226.47
			Total	**$2,812.60**

Accepted by Owner:

Name:

Date

STOMER FOREMAN: Chris Perkins
B LOCATION: 2nd + Lincoln
ASTAL JOB #: 2599
ATE PERFORMED: 2/7/24

Coastal Paving & Excavating

Phone Number 831-646-209
24560 Silver Cloud Ct. Suite
Monterey, Ca. 93940

QUIPMENT	QUANITY	JOB RATE	TOTAL
RVICE TRUCK	2		
OBTAIL			
E BOY PAVER			
O PAVER			
MOOTH DRUM ROLLER			
ID STEER			
-Mini EXCAVATOR 35 / 50			
-Mid EXCAVATOR			
ip Loader			
EEP FOOT			
bber Tire Roller			
CKHOE			
C TRAILER			
AVY HAUL TRAILER			
GHT TOWER			
WABLE COMPRESSOR			
MP TRAILER			
wheeler			
gular Trailer			
row Board			
EQUIPMENT TOTAL			

ATERIAL/SPECIALIST/RENTALS	INVOICE TAG	UNIT/UNIT PRICE	TOTAL
Pink F650			
Pink Vac trailer			
MARK UP %			
MATERIALS TOTAL			

RD STOCK	QUANITY	UNIT PRICE	TOTAL
MARK UP %			
YARD STOCK TOTAL			

LABOR			HOURS	RATE	TOTAL
Chris P	foreman L3	DT			
		OT			
		REG	2.5		
Bobby Z	L3	DT			
		OT			
		REG	2.5		
Greg G	L3	DT			
		OT			
		REG	2.5		
Justin	L3	DT			
		OT			
		REG	2.5		
		DT			
		OT			
		REG			
		DT			
		OT			
		REG			
		DT			
		OT			
		REG			
		DT			
		OT			
		REG			
		DT			
		OT			
		REG			
		DT			
		OT			
		RG			
			HOURS TOTAL		
			TOTAL		

Work Authorized By:

CONTRACTORS REPRESENTATIVE

OWNER/AGENT SIGNATURE

DESCRIPTION OF WORK Pot hole for 24" storm drain Per plan

Coastal Paving & Excavating Inc.
License #1021900

24560 Silver Cloud Court | 102 | Monterey, California 93940
8316462099 | coastalteam@coastalpavingex.com |
https://www.coastalpavingex.com/

RECIPIENT:

City of Carmel-by-the-Sea
FY 2023/2024 Storm Drain IImprovement Project
PO Box CC
Carmel-by-the-Sea, California 93921
Phone: (831) 427-7665

Estimate #3416

Sent on	02/18/2025
Total	**$11,000.00**

Product/Service	Description	Qty.	Unit Price	Total
Emergency Storm Drain Repair	Remove and replace 20 LF of 18" storm drain.	1	$11,000.00	$11,000.00

Total **$11,000.00**

This quote is valid for the next 30 days, after which values may be subject to change. We require a $1,000.00 non-refundable Deposit. Payment must be made before any work is scheduled. 50% of the contract value to be paid upon mobilization. The remaining balance will be billed upon completion or if in progress by the 5th of the following month.
Invoices to be paid within 10 days from the date of invoice. No retention to be held on payments.
*A CREDIT OF 1% WILL BE APPLIED TO PAYMENTS MADE WITHIN 5 DAYS OF INVOICE DATE.
*A LATE FEE OF 3% PER MONTH (36% PER ANNUM) WILL BE APPLIED TO PAST DUE BALANCES.
*A CREDIT CARD FEE OF 3% WILL BE APPLIED TO ALL CREDIT CARD PAYMENTS.

Job Specific Exclusions:

Additional Exclusions: Include but not limited to: Traffic control, Permits or Fees, survey, Testing, Import or export of any kind unless otherwise stated, Hard Rock Excavation, any handling of spoils or materials generated by others, adverse sub-surface conditions, drying of soils too wet for use, SWPPP plans, installing or maintaining BMP's, corrective action during and after a rain event, any excavation for or installation of underground utilities, damage to or repair of unmarked underground utilities, disposal of any soil or debris deemed Hazardous, temporary fencing, bonds, removal of parked cars, heavy cleaning or pressure washing, Priming oil stains, crack routing, disposal of any soil or debris deemed Hazardous, temporary fencing, any activity not specifically included in the above estimate.

We provide a standard 1-year workmanship warranty for all new installations. However, please note that there are no warranties for overlays and seal coat.

Signature: _____ **Date:** 2/24/25

Attachment 5

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

Date: **5/6/2025**

CONTRACT CHANGE ORDER NO. 2

Project: FY 2023/24 Storm Drain Improvement Projects

Contractor: Coastal Paving & Excavating, Inc. Agreement No:PWD-COASTALPAVING-215-24-25

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

Contract Change Order **Original Contract + $:** $ 1,168,350.00

Item No.		Description	Bid Qty	Actual Qty	Unit Price	+ / -	Total
B15		Construct Storm Drain Drop Manhole	2	3	$11,000.00		$ 11,000.00
B29		Install 18" PVC PS 115 Storm Drain Concrete Encased	60	30	$475.00		$ (14,250.00)
B30		Install 18"PVC PS 115 Storm Drain	165	195	$320.00		$ 9,600.00
B34		Remove, Re-grade & Re-pave area adjacent to new drop catch basin, including raising AC berm at Carmelo & 11th	700	1459	$25.00		$ 18,975.00
B36		Permeable drain rock bedding, if necessary	10	0	$135.00		$ (1,350.00)

Total of this Contract Change Order (CCO): $ 23,975.00

Total CCO approved to date: $ 56,757.57

Total CCO approved plus this CCO: $ 80,732.57

Total project cost to date: $ 1,249,082.57

Reason for Change:
Added cost associated with difference in site conditions, balance of work on 11th and Carmelo included in this Change Order

Time Extension: CD/WD **Total Extension Time:** CD/WD **Original Completion Date:** **Revised Completion Date:**

This change order hereby amends the Contract, and all Contract provisions will apply hereto. This Change Order will become effective when approved by the authorized City representative. By signing the Change Order, the Contractor acknowledges and agrees that the stipulated

Recommended By: _____ Date: 05/06/25

Title: Project Manager

Accepted by Contractor: Michael Melicia Date: 05/06/2025

Title: President

Approved by City: _____ Date: 05/06/25

Title: Project Manager

Attachment 6

Coastal Paving & Excavating Inc.
License #1021900

24560 Silver Cloud Court | 102 | Monterey, California 93940
8316462099 | coastalteam@coastalpavingex.com |
https://www.coastalpavingex.com/

RECIPIENT:

City of Carmel-by-the-Sea

FY 2023/2024 Storm Drain IImprovement Project
PO Box CC
Carmel-by-the-Sea, California 93921
Phone: (831) 427-7665

Estimate #3558

Sent on	04/16/2025
Total	**$14,458.00**

Product/Service	Description	Qty.	Unit Price	Total
Asphalt Demo	Saw cut, remove and dispose of entire designated asphalt area. (525 SF)	1	$3,332.00	$3,332.00
Fine grading	Fine grade designated area including 5 tons of base rock and installation of 3 meter boxes. (525 SF)	1	$3,867.00	$3,867.00
Asphalt Patching	Install 3” of hot commercial grade asphalt to entire designated area and compact to finish. (525 SF)	1	$4,995.00	$4,995.00*
Install Hand Rolled Berm	Install hand rolled berm with hot mix asphalt. (80 LF)	1	$2,264.00	$2,264.00

* Non-taxable

Total **$14,458.00**

This quote is valid for the next 30 calendar days, after which all values may be subject to change. We require a deposit in the amount of $1,000.00 or an amount equal to 10% of the total contract value, whichever is less. This deposit shall be considered non-refundable and must be made before any work is scheduled. Customer agrees to provide payment in an amount equal to 50% of the remaining contract value to be paid upon mobilization. The remaining balance will be billed upon completion or if in progress by the 5th day of the following month. Invoices to be paid within 10 calendar days from the date of invoice. No retention to be held on payments.

*A CREDIT OF 1% WILL BE APPLIED TO PAYMENTS MADE WITHIN 5 DAYS OF INVOICE DATE.
*A LATE FEE OF 3% PER MONTH (36% PER ANNUM) WILL BE APPLIED TO PAST DUE BALANCES.
*A CREDIT CARD FEE OF 3% WILL BE APPLIED TO ALL CREDIT CARD PAYMENTS.

All work will be performed in compliance with all applicable California law and regulations. We will not be held responsible for delays due to weather, shipping, supply chains, or any other items beyond our control.

Any alterations or modifications to the scope of work will require a written change order signed by both parties.

Job Specific Exclusions:

Additional exclusions include, but are not limited to: traffic control, expenses related to permits or fees, inspections, surveys, staking, testing, import or export of any kind unless otherwise stated, hard rock excavation, any handling of spoils or materials generated by other third parties, adverse sub-surface conditions, drying of soils too wet for use, SWPPP plans, installing or maintaining BMP’s, corrective action during and after any inclement weather event, any excavation for or installation of underground utilities, damage to or repairs of unmarked underground utilities, disposal of any soil or debris deemed hazardous, temporary fencing, bonds, removal of parked cars, heavy cleaning or pressure washing of any areas, priming oil stains, crack routing, and any activity not specifically included in the above estimate.

Coastal Paving & Excavating Inc.
License #1021900

24560 Silver Cloud Court | 102 | Monterey, California 93940
8316462099 | coastalteam@coastalpavingex.com |
https://www.coastalpavingex.com/

We provide a standard 1-year workmanship warranty for all new installations. However, please note that there are no warranties for overlays and seal coat.

Signature: _____ Date: _____

Attachment 7

Coastal Paving & Excavating Inc.
License #1021900

24560 Silver Cloud Court | 102 | Monterey, California 93940
8316462099 | coastalteam@coastalpavingex.com |
https://www.coastalpavingex.com/

RECIPIENT:

City of Carmel-by-the-Sea
FY 2023/2024 Storm Drain IImprovement Project
PO Box CC
Carmel-by-the-Sea, California 93921
Phone: (831) 427-7665

Estimate #3413

Sent on	02/17/2025
Total	**$27,721.60**

Product/Service	Description	Qty.	Unit Price	Total
Remove and Replace Section of Failing Road	Remove 3" Existing AC and 12" Existing base rock. Install imported class 2 base rock and compact to finish. Install 3" AC and compact.	560	$38.86	$21,761.60
AC Dike Replacement	Replace 40 LF of AC dike.	1	$2,960.00	$2,960.00
Traffic control	Standard Traffic control per MUTCD standards.	1	$3,000.00	$3,000.00*

* Non-taxable

Total **$27,721.60**

This quote is valid for the next 30 days, after which values may be subject to change. We require a $1,000.00 non-refundable Deposit. Payment must be made before any work is scheduled. 50% of the contract value to be paid upon mobilization. The remaining balance will be billed upon completion or if in progress by the 5th of the following month.
Invoices to be paid within 10 days from the date of invoice. No retention to be held on payments.
*A CREDIT OF 1% WILL BE APPLIED TO PAYMENTS MADE WITHIN 5 DAYS OF INVOICE DATE.
*A LATE FEE OF 3% PER MONTH (36% PER ANNUM) WILL BE APPLIED TO PAST DUE BALANCES.
*A CREDIT CARD FEE OF 3% WILL BE APPLIED TO ALL CREDIT CARD PAYMENTS.

Job Specific Exclusions:

Additional Exclusions: Include but not limited to: Traffic control, Permits or Fees, survey, Testing, Import or export of any kind unless otherwise stated, Hard Rock Excavation, any handling of spoils or materials generated by others, adverse sub-surface conditions, drying of soils too wet for use, SWPPP plans, installing or maintaining BMP's, corrective action during and after a rain event, any excavation for or installation of underground utilities, damage to or repair of unmarked underground utilities, disposal of any soil or debris deemed Hazardous, temporary fencing, bonds, removal of parked cars, heavy cleaning or pressure washing, Priming oil stains, crack routing, disposal of any soil or debris deemed Hazardous, temporary fencing, any activity not specifically included in the above estimate.

We provide a standard 1-year workmanship warranty for all new installations. However, please note that there are no warranties for overlays and seal coat.

Signature: _____ **Date:** _____

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

June 2, 2025
CONSENT AGENDA (Estimated time - 10 min)

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Javier Hernandez, Project Manager
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2025-046, authorizing a cost sharing agreement between the City of Carmel-By-the-Sea and County of Monterey for the pavement rehabilitation of the portion of Ocean Avenue between just west of Cabrillo Highway, California State Route 1, also known as Pacific Coast Highway and Carpenter Street, with a budget of $400,000.00.

RECOMMENDATION:

Adopt Resolution 2025-046 **(Attachment 1)**, authorizing a cost sharing agreement between the City of Carmel-By-the-Sea and County of Monterey for the pavement rehabilitation of the portion of Ocean Avenue between just west of Cabrillo Highway, California State Route 1, also known as Pacific Coast Highway and Carpenter Street, with a budget of $400,000.00.

BACKGROUND/SUMMARY:

Project Background:

The City's FY 2024-25 Conglomerate Paving Project represents a critical investment in local infrastructure, combining elements from multiple capital projects to maximize the use of limited funding while advancing key public works improvements.

The foundation of this project stems from the FY 2023-24 Annual Paving Project, approved by Council in April 2023. This effort leverages $674,000 in Maintenance of Effort funds to secure external funding from TAMC through Measure X, Gas Tax, SB 1 (RMRHA), and RSTIP. Planned improvements include asphalt overlays on five key roadway segments—including Upper Ocean Avenue and Santa Lucia Avenue—as well as slurry seal treatments on 21 primarily residential streets. Sidewalk upgrades in the downtown area will feature permeable pavers, supporting stormwater management and pedestrian safety. Total construction costs are estimated at $1.68 million, with several high-cost segments included as additive bids, to be awarded if funds allow.

Additionally, deferred work from the FY 2021-22 Paving Project—originally excluded due to higher-than-expected bids—will be incorporated. These include overlay improvements along San Antonio Avenue, Monte Verde Street, and Torres Street, estimated at $835,000.

A portion of the FY 2022-23 Concrete Street Repairs Project is also being integrated into the Conglomerate Paving Project. While the full $3 million project remains on hold pending future funding, $792,000 was reallocated, allowing the critical reconstruction of the San Antonio–Ocean Avenue intersection ($293,000) to move forward.

Together, these combined efforts reflect a strategic and cost-conscious approach to preserving and enhancing the City's roadway network, while capturing the full benefit of available local and regional funding sources.

Extension of Improvements – City-Led Collaboration with County:

As part of this comprehensive infrastructure initiative, the City has also initiated a collaborative effort with Monterey County to extend roadway improvements along Ocean Avenue, from the eastern City limits to Cabrillo Highway. This extension is essential to ensure continuity in pavement quality, design standards, and long-term performance along this key regional corridor.

To facilitate the County's participation in this City-led project, staff is requesting Council approval of the enclosed Cost Sharing Agreement **(Attachment 2)** in the amount of $400,000. This agreement, has been reviewed by both City and County Counsel.

With Council approval, construction of this extended segment is anticipated to begin in Summer 2025 and continue into Fall 2025. This collaboration underscores the City's leadership in regional infrastructure planning and its commitment to delivering high-quality, community-serving transportation improvements.

FISCAL IMPACT:

In June 2024, Council adopted the CIP Budget for FY 2024/2025 which included $2,810,000 for this Project in CIP Account Number 301-311-43008.

PRIOR CITY COUNCIL ACTION:

In June 2021, Council adopted the CIP Budget for FY 2021/2022 including the Annual Paving Project, FY 21-22.

In June 2022, Council adopted the CIP Budget for FY 2022/2023 including the Concrete Street Repairs, FY 22-23.

In June 2023, Council adopted the CIP Budget for FY 2023/2024 including the Annual Paving Project, FY 23-24.

In June 2024, Council adopted the CIP Budget for FY 2024/2025 which included the Conglomerate Paving Project FY 24-25.

ATTACHMENTS:

Attachment 1) Resolution 2025-046
Attachment 2) City and County Cost Sharing Agreement

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2025-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING A COST SHARING AGREEMENT BETWEEN THE CITY OF CARMEL-BY- THE-SEA AND COUNTY OF MONTEREY FOR THE PAVEMENT REHABILITATION OF THE PORTION OF OCEAN AVENUE BETWEEN CABRILLO HIGHWAY AND CARPENTER STREET, WITH A BUDGET OF $400,000.00

WHEREAS, in June 2021, Council adopted Resolution 2022-033 approving Capital Improvement Projects for Fiscal Year 2021/22, including the Annual Paving Project; and

WHEREAS, in June 2022, Council adopted Resolution 2022-048 approving Capital Improvement Projects for Fiscal Year 2022/23, including the Concrete Street Repairs; and

WHEREAS, in June 2023, Council adopted Resolution 2023-067 approving capital improvement projects for Fiscal Year 2023/24, including the Annual Paving Project; and

WHEREAS, in June 2024, Council adopted Resolution 2024-047 approving capital improvement projects for Fiscal Year 2023/24, including the Conglomerate Paving Project for FY 2024/25, which will be merged with the FY 2023/24 Paving Project; and

WHEREAS, in September 2024, Council adopted Resolution 2024-075 authorizing the City Administrator to Execute Amendment No. 2 to the Professional Services Agreement with Wallace Group for Project Management and Design Services for the Conglomerate Paving Project; and

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

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

Authorize authorizing a cost sharing agreement between the City of Carmel-By-the-Sea and County of Monterey for the pavement rehabilitation of the portion of Ocean Avenue between just west of Cabrillo Highway, California State Route 1, also known as the Pacific Coast Highway and Carpenter Street, with a budget of $400,000.00.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of June, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: ATTEST:

Dale Byrne, Mayor

Nova Romero, MMC, City Clerk

Attachment 2

COST SHARING AGREEMENT BETWEEN THE CITY OF CARMEL-BY-THE-SEA AND COUNTY OF MONTEREY FOR THE PAVEMENT REHABILITATION OF THE PORTION OF OCEAN AVENUE BETWEEN CABRILLO HIGHWAY AND CARPENTER STREET

This Cost Sharing Agreement (the "Agreement") by and between the City of Carmel-by-the-Sea, a California general law city and municipal corporation (hereinafter "City"), and the County of Monterey, California, (the "County"), collectively the "Parties." This Agreement shall be effective as of the date of the last signature of the Agreement ("Effective Date").

RECITALS

WHEREAS, the City proposes to construct pavement improvements, on Ocean Ave; and

WHEREAS, a portion of Ocean Avenue lies outside the City limits and within unincorporated County Right-of-Way; and

WHEREAS, the County requested the City include within the scope of its work rehabilitation of the pavement for the 1,015-foot portion of Ocean Avenue ("Pavement Rehabilitation") that lies within the unincorporated County Right-of-Way just west of Cabrillo Highway, California State Route 1, also known as the Pacific Coast Highway. The pavement improvements within the unincorporated County Right-of-Way shall be referred to herein the "Project".

WHEREAS, the City estimates the Project costs to be approximately four hundred thousand ($400,000).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual goals and objectives contained herein, the Parties agree as follows:

1. **County Reimbursement of City Costs**:

The County shall reimburse the City the actual construction costs for the Project and soft costs associated therewith, the total of which is estimated to be four hundred thousand ($400,000) as agreed to per Exhibit A (attached and incorporated by this reference) and shown on Exhibit B (attached and incorporated by this reference). The City shall notify the County when actual costs have reached four hundred thousand ($400,000).

2. **Payment of Invoices:**

Invoices for reimbursement shall be submitted to the County on a monthly basis and shall contain all necessary supporting documentation and detail in a form acceptable to the County, including but not limited to all timecards, invoices, and any conditional and unconditional waivers. County shall have the right to review and confirm that the invoices submitted by the City for reimbursement are in conformance with the terms of this Agreement prior to forwarding to the County Auditor-Controller. Payments will be made within 45 days of receipt of complete invoices (which have been determined to conform to the terms of this Agreement by Public Works, Facilities, and Parks) by the County Auditor-Controller.

3. **County Utility Obligations:**

The County shall coordinate and confirm all utilities within the Project area. The County shall verify that all known utilities are shown accurately. The County shall pothole excavate any utility conflicts, known and unknown, prior to the start of construction.

4. **City Inspection Obligations:**

The City shall be responsible for providing construction inspection services associated with construction of the Project. The City will include in the invoices to the County the cost for the construction inspection services of the Project. Quality assurance inspections provided by the County shall be coordinated with the City Superintendent and City Project Manager.

5. **County Encroachment Permit Obligations:**

The County shall provide a no fee encroachment permit to the City for work to be done within the County's jurisdiction throughout the duration of the Project.

6. **Ongoing Maintenance Obligation:**

a. County's Maintenance Obligation: The County accepts all future maintenance responsibility of the pavement within the Project area as shown on [Exhibit B].

b. City's Maintenance Obligation: The City accepts all future maintenance responsibility of the pavement rehabilitation within City limits. The City's future maintenance obligation specifically includes the **300-feet portion of Ocean Avenue** that lies within the City limits. Such maintenance to be performed by the City shall be at a level that meets the standards for roads within the City.

7. Indemnity:

a. County's Indemnity Obligation: The County shall fully defend, indemnify and hold the City, its officers, agents and employees harmless against all claims for damages to persons or property arising out of the County's ongoing maintenance obligations of the pavement in the Project area.

b. City's Indemnity Obligation: The City shall fully defend, indemnify and hold the County, its officers, agents and employees harmless against all claims for damages to persons or property arising out of the City's ongoing maintenance obligations of the pavement rehabilitation that lies within the City limits.

8. Insurance:

The City will require all contractors and subcontractors to name the City and the County, and their officers, agents and employees as additional insureds on their general liability and automobile liability policies for work on the pavement rehabilitation on Ocean Avenue. These insurance policies must have minimum limits of $2 million per occurrence and $5 million aggregate and the contractors and subcontractors must provide to the City and County a certificate of insurance and endorsements confirming the additional insured coverage in the amounts specified herein.

9. Notices:

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered as follows:

City of Carmel-by-the-Sea
Attn: Javier Hernandez, Public Works Project Manager
City of Carmel-by-the-Sea
Public Works Department
P.O. Box CC
Carmel, California 93921

County of Monterey
Department of Public Works, Facilities and Parks
Attn: Randell Ishii, Director
1441 Schilling Place, 2nd Floor
Salinas, California 93901
(831) 784-5647
IshiiR@countyofmonterey.gov

10. General Provisions.

a. The Parties agree to execute, acknowledge and deliver any and all additional papers documents and other assurances, and shall perform any and all acts and things reasonably necessary, in connection with the performance of the obligations hereunder and to carry out the intent of the Parties.

b. This Agreement may be executed in counterparts and by electronic signatures and shall have the same force and legal effect as an executed original.

COUNTY OF MONTEREY

Public Works, Facilities and Parks

By: _____
Randell Ishii
Director of PWFP

Date: _____

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

By: _____
Mary Grace Perry
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Name:
Title: Auditor/Controller
Date: _____

Approved as to Indemnification and
Insurance Provisions
Office of the County Counsel
Risk Management Division
Susan K. Blitch, County Counsel

By: _____
David Bolton
Risk Manager

Date: _____

_____
_____
Contractor's Business Name

By: _____
Mitch Skyer, President

Date: _____

By: _____
Kris Laseter, COO

Date: _____

CITY OF CARMEL-BY-THE-SEA

By: _____

Dale Byrne
Mayor, City of Carmel-by-the-Sea

Date: _____

By: _____

Brian Pierik
City Attorney

Date: _____

Approved as to Form

By: _____

Nova Romero
City Clerk

Date: _____

EXHIBIT A – PRELIMINARY ESTIMATE

OCEAN AVE RESURFACING
Carmel-by-the-Sea to State Route 1

Item No	Item Code	F S	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
1	170103		Clearing and Grubbing	LS	1	75,000.00	75,000.00
2	390095		Replace Asphalt Concrete Surfacing	CY	208	390.00	81,120.00
3	390132		Hot Mix Asphalt (Type A) (0.2' Thick)	TON	550	250.00	37,500.00
4	393001		Pavement Reinforcing Fabric	SQYD	1,250	2.25	2,812.50
5	394073A		Place Hot Mix Asphalt Rolled Berm	LF	90	20.00	1,800.00
6	397005		Tack Coat	TON	1	1,200.00	1,200.00
7	398200		Cold Plane Asphalt Concrete Pavement	SQYD	350	25.00	8,750.00
8	780210A		Survey Monument	EA	5	1,200.00	6,000.00
9	810230	S	Pavement Marker (Retroreflective)	EA	30	6.00	180.00
10	820130		Object Marker (Culvert Marker)	EA	3	100.00	300.00
11	820750		Furnish Single Sheet Aluminum Sign (0.063 - Unframed)	SQFT	81.25	80.00	6,500.00
12	820840		Roadside Sign - One Post	EA	13	400.00	5,200.00
13	846007	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	1,960	2.00	3,920.00
14	846010	S	8" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	131	2.50	327.50
15	846012	S	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SQFT	463	9.50	4,398.50
16	846026		Remove Pavement Marking	SQFT	481	3.00	1,443.00
17	846030		Remove Thermoplastic Traffic Stripe	LF	1,111	1.00	1,111.00
18	860810	S	Inductive Loop Detectors	LS	1	10,000.00	10,000.00

F - Final Pay Item
S- Specialty Item

Subtotal	347,563
10% Contingency	34,756
Total	382,319
SAY	**400,000**

EXHIBIT B – LOCATION MAP

OCEAN AVE RESURFACING
Carmel-by-the-Sea City Limit to State Route 1

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

June 2, 2025
CONSENT AGENDA (Estimated time - 10 min)

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Rob Culver, Superintendent, Public Works
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2025-047 approving a list of streets to be resurfaced in Fiscal Year 2025/26 partially funded by SB1: The Road Repair and Accountability Act of 2017.

RECOMMENDATION:

Adopt Resolution 2025-047 approving a list of streets to be resurfaced in Fiscal Year 2025/26 partially funded by SB1: The Road Repair and Accountability Act of 2017.

BACKGROUND/SUMMARY:

California charges excise and sales taxes on gasoline and diesel fuel for transportation-related purposes and allocates a percentage of the funding to cities and counties. This funding is known as the Highway Users Tax Account (HUTA), also referred to as the gas tax. Until 2017, the gas tax had not been updated in 23 years, and the State was confronted with a backlog of deferred infrastructure repairs for bridges, freeways, and roads.

In April 2017, the Governor signed Senate Bill 1 (SB 1), the Road Repair and Accountability Act, into law. This legislation addresses road maintenance, rehabilitation, and safety needs of both the State highway system and local streets by increasing the per gallon fuel excise taxes, raising diesel fuel sales taxes, and charging new vehicle fees. SB 1 is estimated to generate $1.5 billion a year for California cities and counties for street maintenance efforts statewide. Since November 1, 2017, a portion of this new funding, called the Road Maintenance and Rehabilitation Account (RMRA), has been apportioned by formula to eligible cities and counties for local street purposes.

In order for the City to be eligible to receive RMRA funds, the City must:

1. Adopt City budgets that include the proposed SB 1 street projects list.
2. Incorporate the SB 1 project list, including project description, locations, schedule, and estimated useful life, in the Capital Improvement Plan (CIP), and submit the CIP to the California Transportation Commission annually by October 16.
3. Sustain a certain amount of local funding for streets, known as the Maintenance of Effort (MOE).
4. Report on the use of the funds annually.

Public Works has identified the proposed street projects based on the Street Saver Pavement

Management System. In the Fall of 2022 working with the Transportation Agency of Monterey County (TAMC) and their paving consultant, NCE, the City's field condition assessment was reanalyzed, and the updated pavement rehabilitation strategies and cost information were incorporated into the Pavement Management System database.

Used by numerous agencies throughout California, the Street Saver System scientifically optimizes public funds by targeting pavement rehabilitation strategies to roadway segments which are about to slip into rapid decline, rather than allocating dollars to an agency's most damaged pavement sections which will ultimately require more-costly, complete pavement section reconstructions. Public Works staff has slightly modified the Street Saver's recommended roadway segment list due to other planned projects and by grouping similar pavement rehabilitation treatments to further optimize cost-effectiveness.

Formation of the "Conglomerate Paving Project FY 24-25" was formulated as follows:

Due to higher than anticipated construction bids received for the Annual Paving Project for FY 21-22, four additive bid items were not awarded for the construction contract. The bid items were for asphalt overlays along San Antonio Avenue, between Fourth and Ocean Avenues, San Antonio, between Ocean and Eighth Avenues, Monte Verde Street, between Fourth and Ocean Avenues, and along Torres Street, from Second to Fourth Avenues. All four of these bid additives, have a construction cost estimate of $835,000. All four of these street segments will be included in the Conglomerate Paving Project FY 25-26.

Secondly, the FY 22-23 Concrete Street Repairs Project which for the design is complete is "shovel ready" for construction; however, the construction cost estimate is nearly $3 million. Therefore, the majority of this project will be shelved until future capital funding becomes available. However, the reconstruction of the San Antonio-Ocean Avenue intersection which has a cost estimate of $293,000 will be included Conglomerate Paving Project FY 25-26.

In addition, in July 2024, Council adopted a list of streets to be included in the FY 24-25 Annual Paving Project. The City's annual Maintenance of Effort funding ($674,000 for FY 24-25) leverages external funds via TAMC from Measure X, Gas Tax, SB 1 - the Road Maintenance and Rehabilitation Account (RMRHA), and the Regional Surface Transportation Program (RSTIP). This project included design and construction of asphalt pavement overlays of nine roadway segments, including Upper Ocean Avenue and Santa Lucia Avenue, between Dolores Street and Rio Road, removal of failed pavement sections and providing a slurry seal treatment on 21 road segments predominately in residential neighborhoods, and replacing broken sidewalks with permeable pavers along five road segments in the downtown area.

The project description for "Streets and Road Projects" will include the following lists of streets planned to be partially funded with HUTA and RMRA account revenues:

Resurface the following streets with an asphalt overlay:

1. Ocean Avenue, Carpenter Street to East City Limits
2. Santa Lucia Avenue, Dolores Street to Rio Road
3. Sixth Avenue, Guadalupe Street to Carpenter Street
4. Tenth Avenue, Junipero to Mission Streets
5. San Antonio Avenue, Fourth Avenue to Ocean Avenue
6. San Antonio Avenue, Ocean Avenue to Eight Avenue
7. Monte Verde Street, Fourth Avenue to Ocean Avenue
8. Torres Street, Second Avenue to Fourth Avenue
9. San Antonio Avenue and Ocean Avenue Intersection

Remove sections of failed pavement, and slurry seal the following road segments:

1. Second Avenue, Casanova to Monte Verde Streets
2. Third Avenue, Monte Verde to Dolores Streets
3. Sixth Avenue, Junipero to Torres Streets
4. Sixth Avenue, Monte Verde Street to Lincoln Street
5. Sixth Avenue, Dolores to Mission Streets
6. Dolores Street, Vista to Second Avenues
7. Dolores Street, Fifth to Ocean Avenues
8. Flanders Way, Vizcaino to Crespi Avenues
9. Forest Road, Ocean to Seventh Avenues
10. Guadalupe Street, Second to Third Avenues
11. Guadalupe Street, Fifth to Sixth Avenues
12. Lobos Street, First to Second Avenues
13. Mission Street, Ocean to Eighth Avenues
14. Monte Verde Street, Second to Fourth Avenues
15. Monterey Street, North End to Second Avenue
16. Perry Newberry Way, Fourth to Sixth Avenues
17. Pine Ridge Way, Forest Road to Turn Around
18. Santa Fe Street, Third to Fourth Avenues
19. Santa Rita Street, North City Limits to Mountain View Avenue
20. Torres Street, North of Eleventh Avenue
21. Vizcaino Avenue, Mountain View Avenue to Flanders Way

Remove broken areas of concrete, asphalt, and brick sidewalks, and replace with permeable pavers, where needed, along the following street segments:

1. Junipero Street – west side, Sixth to Ocean Avenues
2. Northwest Corner – Dolores Street and Seventh Avenue
3. Northwest Corner – Dolores Street and Sixth Avenue
4. Sixth Avenue – south side, Mission to Junipero Streets
5. Southeast Corner – Dolores Street and Ocean Avenue

Install ADA-compliant ramps at intersections and modify drainage as required. Restore traffic striping and pavement markings as indicated on the plans, and provide landscaping and/or trees to supplement the project.

Note: Currently, costs of roadway materials and construction labor are highly erratic due to construction labor shortages, busy contractors, supply chain issues, and inflation. Therefore, it is unknown at this time which, and to what extent, the above list of streets can be repaired. Further, local engineering design firms are facing staffing shortages and backlogs of work, leading to project delays. However, bundling similar projects with the same, or similar, pavement resurfacing treatments (asphalt overlays and slurry seals), will stretch the limited available funding in a cost-effective manner.

The useful life of the repaired road segments will depend on the pavement rehabilitation method selected for each street. An asphalt overlay may extend the useful life of the residential and collector streets by 20 to 25 years, and arterials (Ocean Avenue) by 15 to 20 years. A slurry seal may have a useful life of 5 to 10 years.

The design of this project is currently in design and anticipated to begin with construction in the fall of 2025, following the busy summer season.

FISCAL IMPACT:

The City is estimated to receive a total of $422,027 in FY 2025/26 from the following sources, via TAMC:

No.	Funding Source	Estimated Amount
1	Measure X	$235,661
2	Highway Users Tax (Gas Tax)	$90,962
3	SB 1 - RMRA	$83,118
4	Regional Surface Transportation Program Fair Share (RSTP)	$12,286
	Total	$422,027

These amounts will be shown as revenue in the City's budget for FY 2025/26 and allocated to the street paving project within the Capital Projects Fund.

In order to receive this funding, the City must annually expend from its General Fund for street purposes, an amount not less than the annual average of its expenditures of the past three (3) fiscal years. This amount is known as Maintenance of Effort (MOE). Based on the most recent available information, the City's MOE for FY 2025/26 is $680,135 This figure will be included in the City's Capital Improvement Plan for FY 2025/26.

The total Project funding is estimated to be $2,810,000.

The program-level cost estimates for the various components of the Projects are tabulated below:

No.	Component	Budget
1	Engineering & Design	$180,000
2	Pavement Overlays (9 Streets)	$1,150,000
3	Slurry Seals (21 Streets)	$860,000
4	Sidewalk Repairs (5 Locations)	$152,000
5	ADA ramps, bike & pavement markings, drainage, trees/ landscape	$187,000
6	Contingency 10%	$281,000
	Total	**$2,810,000**

PRIOR CITY COUNCIL ACTION:

In July 2024, Council adopted Resolution 2024-059, approving a list of streets to be paved in FY 2024/2025 partially funded by SB1: The Road Repair and Accountability Act of 2017.

ATTACHMENTS:

Attachment 1) Resolution 2025-047

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO 2025-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA APPROVING A LIST OF STREETS TO BE RESURFACED IN THE FISCAL YEAR 2025/26 CAPITAL IMPROVEMENT PLAN AND BUDGET PARTIALLY FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Carmel-by-the-Sea are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated total of $83,118 in RMRA funding in Fiscal Year 25/26 from SB 1; and

WHEREAS, this is the ninth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City has used a Pavement Management System (StreetSaver) to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities' priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City overlay approximately nine road segments, slurry seal approximately twenty-one road segments, and repair sidewalks at five locations; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in fair but at-risk condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a satisfactory condition; and

WHEREAS the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

1. The foregoing recitals are true and correct.
2. The following list of street and sidewalk projects will be funded in-part with Fiscal Year 2025/26 Road Maintenance and Rehabilitation Account revenues:

Resurface the following streets with an asphalt overlay:

1. Ocean Avenue, Carpenter Street to East City Limits
2. Santa Lucia Avenue, Dolores Street to Rio Road
3. Tenth Avenue, Junipero Street to Mission Street
4. Sixth Avenue, Guadalupe Street to Carpenter Street
5. San Antonio Avenue, Fourth Avenue to Ocean Avenue
6. San Antonio Avenue, Ocean Avenue to Eight Avenue
7. Monte Verde Street, Fourth Avenue to Ocean Avenue
8. Torres Street, Second Avenue to Fourth Avenue
9. San Antonio Avenue and Ocean Avenue Intersection

Remove sections of failed pavement, and slurry seal the following road segments:

1. Sixth Avenue, Junipero Street to Torres Street
2. Sixth Avenue, Monte Verde Street to Lincoln Street
3. Dolores Street, Vista to Second Avenue
4. Dolores Street, Fifth Avenue to Ocean Avenue
5. Flanders Way, Vizcaino Avenue to Crespi Avenue
6. Forest Road, Ocean Avenue to Seventh Avenue
7. Guadalupe Street, Second Avenue to Third Avenue
8. Guadalupe Street, Fifth Avenue to Sixth Avenue
9. Lobos Street, First Avenue to Second Avenue
10. Mission Street, Ocean Avenue to Eighth Avenue
11. Monte Verde, Second Avenue to Fourth Avenue
12. Monterey Street, North End to Second Avenue
13. Perry Newberry Way, Fourth Avenue to Sixth Avenue
14. Pine Ridge Way, Forest Road to Turnaround
15. Santa Fe Street, Third Avenue to Fourth Avenue
16. Santa Rita Street, North City Limits to Second Avenue
17. Second Avenue, Casanova Street to Monte Verde Street
18. Sixth Avenue, Dolores Street to Mission Street
19. Third Avenue, Monte Verde Street to Dolores Street
20. Torres Street, 285” North of Eleventh Avenue to Eleventh Avenue
21. Vizcaino Avenue, Mountain View Avenue to Flanders Way

Remove broken areas of concrete, asphalt, and brick sidewalk, and replace with permeable pavers, where needed, and install ADA-compliant ramps at intersections and modify drainage as required. along to following street segments:

1. Junipero Street, West Side, Sixth Street to Ocean Avenue
2. Dolores Street/Seventh Avenue, northwest corner
3. Sixth avenue, North Side, Lincoln Street to Dolores Street
4. Sixth Avenue, South Side, Mission Street to Junipero Avenue
5. Dolores Street/Ocean Avenue, southeast corner

The useful life of the repaired road segments will depend on the pavement rehabilitation method selected for each street. An asphalt overlay may extend the useful life of residential and collector streets by 20 to 25 years, and arterials by 15 to 20 years. A slurry seal may have a successful life of 5 to 10 years.

This project is currently in design and is anticipated to begin construction in fall of 2025

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA on this 2nd day of June, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

_____
Dale Byrne, Mayor

_____
Nova Romero, MMC, City Clerk

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

June 2, 2025
CONSENT AGENDA (Estimated time - 10 min)

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Jayme Fields, Finance Manager
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2025-048, Modifying Policy C94-01 "Financial Policies" for updates to the City's Budgetary Guidelines and Reserve Policies

RECOMMENDATION:

Adopt Resolution 2025-048, Modifying Policy C94-01 "Financial Policies" for updates to the City's Budgetary Guidelines and Reserve Policies.

BACKGROUND/SUMMARY:

At the May 6, 2025 City Council meeting, staff presented an overview of the proposed updates to the Financial Policies. The staff report from that meeting is included as **Attachment 2**. During the discussion, the City Council provided direction to staff to amend the policy as presented in **Attachment 3**. The amendments reorganize the policies for consistency, clarify the definition of Capital Improvements, and establishing new budgetary and reserve policy limits. City Council directed staff to revise the policy document and return it for approval.

Attachment 3contains a redlined version of the Financial Policies, highlighting the changes made.

If adopted, Resolution 2025-048 (**Attachment 1**) will approve the revised Financial Policies (**Attachment 4**), incorporating the amendments outlined above.

Next Steps
Staff recommends that the City Council adopt Resolution 2025-048, approving City Policy No. C94-01, Financial Policies. Alternatively, the Council may provide other direction to staff.

FISCAL IMPACT:

No direct fiscal impact for this action.

PRIOR CITY COUNCIL ACTION:

Council received a report and draft updated Financial Policies on May 6, 2025, and gave direction to staff to return with the Policy as amended.

ATTACHMENTS:

Attachment 1) Resolution 2025-048
Attachment 2) 5-5-2025 Staff Report
Attachment 3) REDLINE C94-01, revised 6-1-2025 Financial policies for the City of Carmel-by-the-Sea
Attachement 4) Exhibit A - CLEAN VERSION - C94-01, revised 6-1-2025

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2025-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA UPDATING AND AMENDING POLICY C94-01: FINANCIAL POLICIES FOR THE CITY OF CARMEL-BY-THE-SEA

WHEREAS, on July 13, 1994, the City Council of the City of Carmel-by-the-Sea adopted Policy C94-01: *Financial Policies for the City of Carmel-by-the-Sea*, to establish a framework that reflects the City's core values, promotes financial stability, and supports sound decision-making in a dynamic fiscal environment; and

WHEREAS, the policy has been periodically reviewed and amended to ensure its continued relevance and alignment with the City's financial goals; and

WHEREAS, the current version of Policy C94-01 includes five key areas: Capital Budget Policies, Operating Management, Reserve Policy, Debt Policies, and Investment Policies, each of which is essential to the City's long-term fiscal health and sustainability; and

WHEREAS, it is both prudent and necessary to conduct a comprehensive review and update of the financial policies on a biennial basis to ensure their continued relevance and effectiveness; and

WHEREAS, on May 5, 2025, the City Council reviewed proposed revisions to the financial policies and provided direction for finalizing the updates; and

WHEREAS, the updated and restated Financial Policy has been prepared in accordance with this guidance and is now recommended for adoption.

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

Section 1. Policy C94-01 is hereby amended and updated as set forth in the updated Financial Policy document attached hereto as *Exhibit A*.

Section 2. The City's Finance Manager, or their designee, is hereby authorized and directed to implement the updated Financial Policy.

Section 3. This resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Carmel-by-the-Sea on this 2nd day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dale Byrne, Mayor

Nova Romero, MMC, City Clerk

Attached: Exhibit A – Amended Policy C94-01

Attachment 2

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

May 5, 2025
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Jayme Fields, Finance Manager
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Discuss proposed changes to the Budget Policies and Financial Guidelines for inclusion in the FY 2025-2026 Operating Budget Book and provide direction to staff (Estimated time 30 min)

RECOMMENDATION:

It is recommended:

1. That the City Council discuss and provide direction to staff regarding the proposed changes to the Budget Policies and Financial Guidelines section of the FY 2025-2026 Operating Budget Book; and

2. Provide direction to staff on proposed changes to Policy C94-01: Finance Policies of the City of Carmel-by-the-Sea to be adopted by Resolution at a future meeting date.

BACKGROUND/SUMMARY:

BACKGROUND

The purpose of this agenda item is to present a draft of potential revisions to the Budget Policies and Financial Guidelines (hereafter referred to as "Budget Policies") which are routinely included in the annual operating budget book. These policies were part of discussions with the Council appointed Financial Stewardship Workgroup (FSW). The proposed revisions are intended to organize and clarify existing Financial Policies. The proposed changes are also designed to enhance budgeting and fiscal management practices by simplifying and clarifying fiscal guidelines, encouraging the limitation of operating expenses and the increase of spending on Capital Improvement Projects. The proposed revisions were informed by meetings with the FSW, reviewing the policies of other similar cities and discussions with external auditors.

The Budget Policies are included in the operating budget book originate from the City's Policy C94-01: Financial Policies for the City of Carmel-by-the-Sea which is included for reference as **Attachment 3**. This policy was adopted in 1994, revised over the years, and last revised by Resolution 2020. This policy can be amended to include the proposed revisions by Resolution at a future meeting at the Council's direction.

EXECUTIVE SUMMARY

Proposed immediate revisions to Budget Policies include:

- Organize Policy into a Budget Section and a Financial section, eliminating duplication between sections (see green edits) and clarifying titles.
- Deleted duplicate policy statements.
- Clarify the definition of Capital Improvement Project (“CIP Project”)
- Increased Capital Budget Guideline 1 requirement for CIP expenditures to be 10% of revenue instead of 3.5% of revenue.
- Added Operating Budget Guideline 1 requirement that Operating Expenditures be no more that 90% of revenues, replacing the requirement that the budget surplus be 5% of expenditures.
- Change Capital Project Policy to allow approved capital projects to carried over and stay open until completed or closed, instead of automatically closing at the fiscal year end.
- Eliminated Fund Balance Guideline 6 requiring a capital reserve target balance of 20% of the estimated total five-year capital improvement plan expenditures, replacing it with the above 90% reserve target.
- Eliminated reference to minimum reserve level chart.

The redlined version of the existing Budget Policy is included as **Attachment 1.** The clean version of these proposed changes is included as **Attachment 2.**

Next Steps

Attachment 2

Following direction regarding the proposed changes to the Budget Policy (Attachment 2) staff will return at the June meeting with a Resolution to formally adopt a revised Policy C94-01 and to include any amended policies in the FY 2025-2026 Annual Operating Budget Book.

FISCAL IMPACT:

No direct fiscal impact for this action.

PRIOR CITY COUNCIL ACTION:

Council received a presentation on the proposed financial policy revisions at their Special Meeting held on March 24, 2025, and provided direction to staff.

On July 13, 1994, the City Council adopted Resolution 94-96, establishing Policy C94-01: *Financial Policies for the City of Carmel-by-the-Sea*. The policy has been revised periodically since its adoption, with the most recent update approved in 2020 through Resolution 2020-055. A portion of this Policy is included in the Annual Operating Budget Book each year.

ATTACHMENTS:

Attachment 1) REDLINE - Proposed Revisions to Budget Policy
Attachment 2) CLEAN VERSION - Revised Budget Policy
Attachment 3) Policy C94-01: Financial Policies of CBTS

CITY OF CARMEL-BY-THE-SEA
POLICY AND PROCEDURE

Subject: Financial Policies for the City of Carmel-by-the-Sea	***Policy/Procedure No:*** C94-01

Effective Date: 13 July 1994	***Authority:*** Resolution No. 94-96

Purpose:
To establish financial policies for the City of Carmel-by-the-Sea

Policy/Procedure:
As fully set forth in the policy document, attached.

Responsible Party:
City Administrator

Department of Origin:
Administrative Services

Revision Dates:
2 February 1997 (Resolution No. 97-10)
1 June 2000 (Resolution No. 2000-72)
15 August 2000 (Resolution No. 2000-100)
19 June 2001 (Resolution No. 2001-69)
2 February 2002 (Resolution No. 2002-17)
13 June 2006 (Resolution No. 2006-35)
5 February 2013 (Resolution No. 2013-8)
5 March 2013 (Resolution No. 2013-10)
1 September 2020 (Resolution No. 2020-055)
2 June 2025 (Resolution No. 2025-)

Rescinded Date:

The City of Carmel-by-the-Sea has strong financial policies that provide City Council direction to allow staff to provide sound fiscal planning and continued management of fiscal integrity. The financial policies are divided into five categories: Capital Budget Policies, Operating Management, Reserve Policy, Debt Policies, and Investment Policies. The City has financial policies that are adopted by the City Council with review every ~~two years~~year during the budget development process. The financial policies help ensure that the City maintains a healthy financial foundation into the future.

The goal of these policies is to promote:

- An extended financial planning horizon to increase awareness of future potential challenges and opportunities.
- Setting aside reserves for contingencies, replacement of capital equipment, and other similar needs.
- Maintaining the effective buying power of fees and charges and increasing cost recovery where directed to do so.
- Accountability for meeting standards for financial management and efficiency in providing services.
- Planning for the capital needs of the City.
- Maintaining manageable levels of debt while furthering quality bond ratings.
- Communication to residents and customers on how the community goals are being addressed.

CAPITAL BUDGET POLICIES l (Policy No. C94-01)

The City develops an annual five-year plan for capital improvements; it includes project design, development, implementation, and operating and maintenance costs. Each project in the Capital Improvement Plan (CIP) shows the estimated capital and on-going maintenance costs, known and potential funding sources, and a design and development schedule. A capital improvement project is typically a permanent structural change to a property or asset to prolong its life, increase its value, or enhance its capabilities. As used in the CIP, projects include land acquisition, buildings and facilities construction, asset upgrades or large-scale maintenance work and the planning needed to facilitate plans and implementation for infrastructure (for example, the Housing Element), including the cost of project management. T~~;~~hese projects do not have a cost threshold. A capital outlay (fixed asset) purchase is any single item or piece of equipment that costs more than $~~10~~50,000 and has an expected useful life exceeding one year. The development of the capital improvement plan is coordinated with the development of the operating budget. The CIP is a planning document; the City Council appropriates funding for capital projects in the annual operating budget. ~~Costs for professional services needed to implement the CIP are to be included in the appropriate year's operating budget.~~

Annual operating budgets should provide adequate funds for maintenance of the City's buildings and maintenance and replacement of the City's capital equipment. The City will make all capital improvements in accordance with an adopted and funded capital improvement program. Prior to ratification of the capital budget for the forthcoming year by the City Council, the Planning Commission shall review the capital improvement plan and shall advise the City Council as to its recommendations regarding the proposed capital projects in accordance with the Government Code.

~~Capital (Policy No. C94-01)~~

Capital expenditures shall be effectively planned and controlled.

Guidelines:

1. The level of capital improvement expenditures, excluding road maintenance program expenditures and lease payments, is established ~~at three and one-half percent (3.5%)~~at a minimum of ten percent (10%) of total budgeted revenues.
2. Funding for the road maintenance program should improve the pavement condition index.
3. The City shall maintain a Five-Year Capital Improvement Program (CIP), which shall be updated at least annually as part of the budget review process.
4. The City shall annually establish a phasing calendar for capital improvement expenditures.
5. At least ten percent (10%) of the unrestricted funds designated for capital project expenditures shall be set aside for unanticipated expenditures.
6. The City shall conduct periodic reviews of property and facilities to determine the appropriate use and disposition of said property and facilities.
7. The City shall consider the ongoing impact of operations and maintenance expenses before undertaking any capital improvement expenditure.
8. The City shall maintain a capital reserve policy as described in the ~~Reserve~~ Capital Project Policy.
9. Public participation in the Capital Improvement Program is a priority concern for the City.
10. All projects included in the Capital Improvement Plan shall be consistent with the City's General Plan.
11. ~~Capital projects that are not encumbered or completed during the fiscal year are required to be re-budgeted to the next fiscal year and subsequently approved by the City Council. All re-budgeted capital projects should be so noted in the proposed budget.~~

OPERATING BUDGET POLICY~~MANAGEMENT~~ (Policy No. C94-01)

Operating revenues shall exceed operating expenditures.

Guidelines:

1. ~~The annual operating budget shall contain a current surplus (or "revenue buffer") of at least five percent (5%) of projected expenditures~~Total budgeted Expenditures, excluding CIP, shall not exceed 90% of budgeted Revenue.
2. A balanced budget is a budget in which total sources meet or exceed uses.
3. ~~An appropriated City Discretionary Account of at least one-half of one percent (0.5%) of total projected General Fund expenditures shall be maintained.~~
4.3. Ongoing expenses shall not be funded with one-time revenues.
5. ~~The City shall establish internal service funds for the repair, operation, and replacement of rolling stock and data processing equipment.~~
6. ~~The level of capital outlay expenditures is established at three percent (3%) of total revenues.~~
7.4. The City shall annually establish a phasing calendar for capital outlay expenditures.
8.5. The City shall develop a five-year forecast of operating revenue and expenditures.
9.6. The City shall establish salary adjustments in conjunction with the budget process.
10. ~~The City shall review the relationship between fees/charges and the cost of providing services at least every three years.~~
11. ~~The City's fees and charges for services shall be adjusted annually, based upon the San Francisco-Oakland Consumer Price Index.~~
12.7. The City will seek to comply with suggested criteria of the Government Finance Officers

Association in producing a budget document that meets the Distinguished Budget Presentation criteria.

CAPITAL PROJECT POLICY (Policy No. C94-01)

Capital expenditures shall be effectively planned and controlled. Capital projects that have not been completed by the fiscal year-end will be carried over into the subsequent fiscal year. Fund balance equal to the remaining balance of the uncompleted projects will be reserved.

OPERATING MANAEMENT POLICY (Policy No. C94-01)

1. The City shall establish internal service funds for the repair, operation, and replacement of rolling stock and data processing equipment.
2. The City shall review the relationship between fees/charges and the cost of providing services at least every three years.
3. The City's fees and charges for services shall be adjusted annually, based upon the San Francisco-Oakland Consumer Price Index.

RESERVE POLICY (Policy No. C94-01)

The Reserve Policy is designed to develop standards for setting reserve levels for various, significant City funds. Adequate fund balance and reserve levels are a necessary component of the City's overall financial management strategy and a key factor in external agencies' measurement of the City's financial strength. The City shall maintain reserves at a prudent level~~,~~ and shall use reserves appropriately.

Guidelines:

1. General Fund ~~and Hostelry Fund~~ reserves shall be maintained at no less than ~~ten~~ fifty percent (5~~1~~0%) of ~~their~~ total annual projected ~~revenues~~operating expenditures.

2. The City shall maintain prudent reserves for ~~identified~~ operating liabilities and debt service.

3. A Vehicle Replacement reserve will be maintained sufficient to replace vehicles and heavy equipment at the end of their useful lives with the target being 10% of the total City fleet replacement value.

4. Technology equipment replacement reserves will be maintained sufficient to repair covered equipment and for replacement at the end of its useful life.

~~A litigation reserve will be maintained to cover potential liability for tort claims or other litigation settlements. The target reserve balance is based on all the known claims against the City and those claims that might have occurred, but are not yet reported. The reserve balance shall be appropriated on an annual basis for immediate access as authorized.~~

5. The City will maintain a long-term budget stability reserve consisting of any Unassigned General Fund Balance. When available, the year-end General Fund operating surplus will be dedicated to the long-term budget stability reserve.

6. Net proceeds from the sale of City owned property will be dedicated to the general ~~capital~~ reserve.

~~A general capital reserve fund will be maintained with a targeted balance of 20% of the total five-year capital improvement plan project expenditure estimate. When available the annual General Fund operating surplus will be dedicated to the general capital reserve. In addition, net proceeds from the sale of City owned property will be~~

~~dedicated to the general capital reserve. Funds in the general capital reserve will be allocated through the budget process for capital projects.~~

7. Reserves shall be used only for established purposes.
8. Depleted reserves shall be restored as soon as possible.

~~A maximum level for each of the reserve funds shall be established.~~

9. The City shall maintain reserves required by law, ordinance and/or bond covenants.

~~The City will maintain a pension obligation bond repayment reserve funded from Measure D proceeds in an amount of $70,000 annually contributed to the reserve.~~

DEBT POLICIES (Policy No. C94-01)

Purpose of Policies

The purpose of the debt management policies is to establish guidelines for the effective governance, management and administration of City debt. Debt management is an integral part of the City's fiscal stability. Decisions regarding the issuance of debt impact both the short and long term availability of resources. As such, these debt management policies are intended to assist in making decisions regarding long-term financial commitments that align with other financial policies and planning; that are affordable and do not cause an undue risk or financial burden to the City and its taxpayers; and help achieve other citywide objectives pertaining to capital projects and improvements to the City's built and "green" infrastructure.

I. Purpose and Use of Debt

A. General Capital Financing Guidelines

1. The City considers the use of debt financing for one-time capital improvements that benefit the residents of Carmel-by-the-Sea when:
    a. Capital improvements cannot be financed from current annual revenues

   b. The term of the financing is no longer than the project's useful life
   c. Specific revenues are found to be sufficient to service the long-term debt
2. The City will consider the use of debt financing for one-time capital improvement projects and specific nonrecurring equipment purchases or refunding of existing liabilities under the following circumstances:
   a. When the project is included in the City's adopted capital improvement program (CIP) and is in conformance with the City's adopted General Plan.
   b. When the project is not included in the City's adopted CIP, but the project is an emerging critical need whose timing was not anticipated or it is a project mandated by State or Federal requirements.
   c. When the project's useful life, or the projected service life of the equipment, will be equal to or exceed the term of the financing.
   d. When there are designated General Fund revenues sufficient to service the debt, whether from project revenues, other specified and/or reserved resources, or infrastructure cost- sharing revenues.
3. The City will use the following criteria to evaluate pay-as-you-go versus long-term financing in funding capital improvements.
   a. Pay-As-You- Go factors
      i. Current revenues and adequate fund balances are available and project phasing can be accomplished
      ii. Existing debt levels adversely affect the City's credit rating
      iii. Market conditions are unstable or present difficulties in marketing
   b. Long-term Financing Factors
      i. Revenues available for debt service are deemed sufficient and reliable so that long-term financings can be marketed with investment grade ratings
      ii. The project securing the financing is of the type which will support an investment grade rating
      iii. Market conditions present favorable interest rates and demand for City findings
4. Debt financing (other than tax and revenue anticipation notes) is not considered appropriate for any recurring purpose such as current operating and maintenance expenditures.
5. The City shall continually review outstanding obligations for opportunities to achieve debt service savings through refunding and shall pursue refinancing when economically feasible and advantageous.

B. General Practices for Debt Management

1. The City will not obligate its General Fund to support long-term financings except when marketability can be significantly enhanced.
2. Bond issue proposals are to be accompanied by an analysis defining how the new issue, combined with current debt, impacts the City's debt capacity and conformance with City debt policies. Such analysis shall include identification of the funding source, an assessment of the ability to repay the obligation, the impact on the current budget, commitments to future budgets, maintenance and operational impact of the facility or asset and the impact on the City's credit rating, if any.
3. City Council must review such analysis, including existing debt level, ability to pay debt service, impact on City services, and make a finding that use of debt is appropriate.
4. Debt service costs (COP, Lease Purchase Agreements and other contractual debt that are backed by General Fund Operating Revenues) are not to exceed 25% of the City's General Fund operating revenues.
5. Bonds will be sold on a competitive basis unless it is in the best interest of the City to conduct a negotiated sale. Competitive sales will be the preferred method. Negotiated sales may occur when selling bonds for a defeasance of existing debt, for current or advanced refunding of debt, or for other appropriate reasons.
6. Costs incurred by the City, such as bond counsel and financial advisor fees, printing, underwriter's discount, and project design and construction costs, will be charged to the bond issue to the extent allowable by law.

7. In general, debt should be structured with fixed interest rates. Variable rate bonds may be considered if the variable rate would be cost effective for the City. Debt will be structured with the goal of distributing the payments for the asset over its useful life so that benefits more closely match costs for both current and future residents. Borrowings by the City should be of a duration that does not exceed the useful life of the improvement that it finances. The standard term of long-term borrowing is typically 15-30 years.
8. The City will monitor all forms of debt annually when the City Budget is prepared and will report any concerns and remedies to City Council.
9. The City will strive to maintain good relations with credit rating agencies, investors of the City's long-term financial obligations and those in the financial community that participate in the City's financings and demonstrate City officials are following a prescribed financial plan. The City also will strive to maintain and, if possible, improve its current AA- bond rating in order to minimize borrowing costs and preserve access to credit. The City will follow a policy of full disclosure by communicating with bond rating agencies to inform them of the City's financial condition.
10. The City will follow all State and Federal regulations and requirements related to bonds and debt financing instruments regarding bond provisions, issuance, taxation and disclosure.
11. The City will monitor compliance with bond covenants and adhere to federal arbitrage and disclosure regulations.
12. The City recognizes that it is of the utmost importance that elected and appointed City officials, and all others associated with the issuance of City debt, not only avoid the reality of a conflict of interest, but the appearance thereof as well. City officials must conduct themselves in a fashion consistent with the best interests of the City and taxpayers.

C. Debt Limit

The City will keep outstanding debt within the limits prescribed by State of California statutes and at levels consistent with credit objectives. California Government Code provides that “a city may incur indebtedness for any municipal improvement requiring an expenditure greater than the amount allowed for it by the annual tax levy" (43602). A "city shall not incur an indebtedness for public improvements which exceeds in the aggregate 15 percent of the assessed value of all real and personal property of the city. Within the meaning of this section "indebtedness" means bonded indebtedness of the city payable from the proceeds of taxes levied upon taxable property in the city" (43605). The limit is relative to the principal amount of bonds sold and delivered (43606). The City of Carmel-by-the-Sea, Policy No C94-01 establishes "the City's debt shall not exceed predetermined levels." The guideline in that policy is that "the City's debt service level shall not exceed eight and one-fourth percent (8.25%) of total expenditures.

II. Types of Debt

The City may issue all such types of debt as are permitted by the State of California Constitution and applicable State statutes. Due diligence review is required in evaluating these financing structures including examining the potential risks and benefits and impacts to the City’s creditworthiness, debt affordability and debt capacity. The issuance of debt may include, but is not limited to, the following:

1. General obligation (GO) bonds. GO bonds are secured by a new tax revenue, which is the levy of an ad valorem property tax to pay debt service, Issuance of a GO Bond requires approval by ⅔ of the majority voting on the bond proposition.
2. Lease obligations including lease revenue bonds (LRB) and certificates of participation (COP). Lease financings are obligations secured by a lease-back arrangement between the City and a counterparty such as the City of Carmel-by-the-Sea Public Improvement Authority, a joint powers authority. The lease payments are obligations to the City’s General Fund, although other revenues may be actually used to make the payments. The lease payments are then used to pay debt service on the LRB or COP.
3. Revenue bonds. Obligations are paid from specific revenue generated by an enterprise fund or, on occasion, a non-enterprise special fund.

4. Assessment and special tax bonds. The City may form, with approval of a majority of property owners, assessment districts that provide specific benefits to the property and the owners within a defined assessment district. The City may also form, with approval of a majority of property owners, Mello-Roos community facilities districts ("CFD") to fund public services and improvements within the CFD.
5. Alternative debt structures. These include installment sale agreements, financing agreements and lease-purchase agreements, and lines of credit.
6. Conduit financing. Issuance of tax-exempt securities by a government agency to finance a project of a third party.
7. Inter-fund borrowing. This involves borrowing from funds with temporary surplus cash to meet short term needs in lieu of issuing long-term debt. Funds from which money is borrowed shall be paid back with interest occurring monthly based upon the average earning rates of the City's investment pool. If the borrowing is for bond anticipation financing, City Council shall adopt a resolution of intent to repay the funds from the tax-exempt bond proceeds as applicable by law.
8. State Revolving Loan Funds. Low interest loans from the State of California from agencies such as the State Water Resources Control Board.
9. Bank Loans. Financing directly through a variable or fixed loan from a bank.
10. Refunding Obligations. Existing debt may be refunded, or refinanced, based on the guidelines listed below.

Refunding Obligations Guidelines

The City shall continually review outstanding obligations for opportunities to achieve debt service savings through refunding and shall pursue refinancing when economically feasible and advantageous. In general, the City will seek to achieve debt service savings which, on a net present value basis, are at least 5% of the principal amount of the debt being refinanced. The net present value determination shall factor in all costs, including issuance, escrow, and foregone interest earnings of any contributed funds on hand.

III. Relationship of Debt to Capital Improvement Program (CIP) and Budget

The City shall integrate its debt issuances with the goals of its capital improvement program and annual operating budget. The City's capital improvement program identifies immediate and long-term capital improvements and projects while the annual budget includes funding for specific capital projects for the upcoming fiscal year. The City's financial policies include guidelines regarding funding to implement the capital improvement plan. The use of debt guidelines include recommendations that the capital projects subject to long-term financing be included within the capital improvement plan when feasible and that debt issuance for capital projects should be incorporated into the capital improvement plan recommended to Council for approval. The City will time the issuance of debt to ensure that funding for projects is available when needed and is in furtherance of the City's public purpose.

IV. Policy Goals Related to Financing Planning Goals and Objectives

Debt management policies are one aspect of the City's overall financial management policies. The other financial policies include capital expenditures, operating budget, fund balance and maintaining of reserves and investments, all of which work in tandem with the issuance and management of debt to ensure the City's financial stability. Financial forecasting and long-term financial planning should include existing debt obligations as well as analyze projected revenue assumptions and expenditure trends as a part of the review of the City's capacity to absorb additional debt in the future.

V. Internal Controls and Disclosure Policies and Procedures

The Disclosure Policies and Procedures listed below are intended to ensure that the City is in compliance with all applicable federal and state securities laws and that appropriate internal controls are in place to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

A. Disclosure Coordinator

The Finance Manager of the City shall be the disclosure coordinator of the City (the "**Disclosure Coordinator**").

B. Review and Approval of Official Statements

1. The Disclosure Coordinator of the City shall review any Official Statement prepared in connection with any debt issuance by the City in order to ensure there are no misstatements or omissions of material information in any sections that contain descriptions of information prepared by the City.
2. In connection with its review of the Official Statement, the Disclosure Coordinator shall consult with third parties, including outside professionals assisting the City, and all members of City staff, to the extent that the Disclosure Coordinator concludes they should be consulted so that the Official Statement will include all "material" information (as defined for purposes of federal securities law).
3. As part of the review process, the Disclosure Coordinator shall submit all Official Statements to the City Council for approval. The approval of an Official Statement by the City Council shall be docketed as a new business matter and shall not be approved as a consent item. The City Council shall undertake such review as deemed necessary by the City Council, following consultation with the Disclosure Coordinator, to fulfill the City Council's responsibilities under applicable federal and state securities laws. In this regard, the Disclosure Coordinator shall consult with the City's disclosure counsel to the extent the Disclosure Coordinator considers appropriate.

C. Continuing Disclosure Filings

1. As part of the continuing disclosures undertakings that the City has entered into in connection with its debt offerings, the City is required to file annual reports with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system in accordance with such undertakings that contain certain updated financial and operating information and the City's audited financial statements. In addition, the City is required to file notices of certain events with EMMA.

    a. The Disclosure Coordinator will establish a system, which may involve the retention of one or more consultants, to ensure the City's annual audited financial statements are completed in a timely manner;
    b. that the annual filings required by its counting disclosure undertakings are completed on a timely basis; and
    c. the notices of enumerated events are filed on a timely basis.

D. Public Statements Regarding Financial information

Whenever the City makes statements or releases information related to its finances to the public that are reasonably expected to reach investors and the trading markets, the City is obligated to ensure that such statements and information are complete, true and accurate in all material respects.

E. Training

1. The Disclosure Coordinator shall ensure that the members of the City staff involved in the initial or continuing disclosure process and the City Council are properly trained to understand and perform their responsibilities.
2. The Disclosure Coordinator shall arrange for disclosure training sessions conducted by the City's disclosure counsel. Such training sessions shall include education on these Disclosure Procedures, the City's disclosure obligations under applicable federal and state securities laws and the disclosure responsibilities and potential liabilities of members of the City's staff and members of the City Council. Such training sessions may be conducted using a recorded presentation.

F. Proceeds and Investments

1. When reasonably possible, the proceeds of debt issuance will be held by a third-party trustee and the City will submit written requisitions for release of proceeds only after obtaining the signature of the City Administrator or his or her designee.
2. All investments of bond proceeds shall adhere to the City's Investment Policy.

INVESTMENT POLICIES

Municipal moneys not required for immediate expenditure will be invested. The City will maintain adequate cash availability and maximum yield on invested idle funds while insuring that invested moneys are protected. The Carmel Municipal Code requires the City Administrator to prepare investment policies and guidelines for adoption by the City Council. The adopted investment policy follows.

INVESTMENT POLICY AND GUIDELINES
C89-27

Policy

In accordance with the Municipal Code of the City of Carmel-by-the-Sea and under authority granted by the City Council, the City Treasurer is responsible for investing the unexpended cash in the City Treasury.

The investment of the City of Carmel-by-the-Sea funds is directed to the goals of safety, liquidity and yield, in that order. The authority governing investments for municipal government is set forth in the California Government Code, Sections 53601 through 53659.

The primary objective of the investment policy of the City of Carmel-by-the-Sea is SAFETY OF PRINCIPAL. Investments shall be placed in those securities as outlined by type and maturity sector in this document. Effective cash flow management and resulting cash investment practices are recognized as essential to good fiscal management and control. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. Portfolio management requires continual analysis and as a result the balance between the various investments and maturities may change in order to give the City of Carmel-by-the-Sea the optimum combination of necessary liquidity and optimal yield based on cash flow projections.

Scope

The investment policy applies to all financial assets of the City of Carmel-by-the-Sea as accounted for in the Annual Financial Report. Policy statements outlined in this document focus on the City of Carmel-by-the-Sea's pooled funds, but will also apply to all funds under the City Treasurer's control unless specifically exempted by statute or ordinance.

Prudence

The standard to be used by investment officials shall be that of a "prudent person" and shall be applied in the context of managing all aspects of the overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, direction and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

It is the City's full intent, at the time of purchase, to hold all investments until maturity to insure the return of all invested principal dollars.

Safety

Safety of principal is the foremost objective of the City. Each investment transaction shall seek to ensure that capital losses are avoided, whether from securities default, broker-dealer default, or from erosion of the market value.

Liquidity

Historical cash flow trends are compared to current cash flow requirements on an ongoing basis in an effort to ensure that the City's investment portfolio will remain sufficiently liquid to enable the City to meet all reasonably anticipated operating requirements.

Yield

The investment portfolio should be designed to attain a market average rate of return through budgetary and economic cycles, consistent with the risk limitations, prudent investment principles and cash flow characteristics identified within the financial statements.

Performance Evaluation

Investment performance is continually monitored and evaluated by the City Treasurer. Investment performance statistics and activity reports are generated on a monthly basis for presentation to the City Administrator and City Council.

Delegation of Authority

For short-term investments, the Administrative Services Director has authority to make transfers to and from the City's Local Agency Investment Funds (LAIF) account in order to maximize interest earned. The transfers are made from the City's general checking account to the LAIF account, with a minimum balance maintained in the general checking account to meet daily cash requirements.

The City Treasurer is responsible for investment of all unexpended City funds as per California Government Code section 41000 et seq. The City Treasurer makes long-term investments after review and approval by the Administrative Services Director and the City Administrator.

Ethics and Conflict of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with the proper execution of the investment program, or impairs their ability to make impartial investment decisions. Additionally, the City Treasurer and the members of the investment committee are required to annually file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC).

Safekeeping of Securities

To protect against fraud, embezzlement, or losses caused by a collapse of an individual securities dealer, all securities owned by the City shall be held in safekeeping by a third party bank trust department, acting as an agent of the city under the terms of a custody agreement or PSA agreement (repurchase agreement collateral). All trades executed by a dealer will settle Delivery vs. Payment (DVP) through the City's safekeeping agent. Securities held in custody for the City shall be independently audited on an annual basis to verify investment holdings.

All exceptions to this safekeeping policy must be approved by the City Treasurer in written form and included in quarterly reporting to the City Council.

Internal Control

Separation of functions between the City Treasurer's Office and the Administrative Services Department would be an ideal situation. Time and necessity, however, dictate a different approach. Due to the lack of personnel dedicated to the investment function alone, a proper balance must be maintained between Treasury activities and Administrative Services Department functions. The City Treasurer will make the appropriate arrangements to buy and sell securities, which are deemed permissible by the Laws of the State of California as time permits. The Administrative Services Director and/or City Administrator will have the power as granted under the section titled Delegation of Authority in the absence of the City Treasurer. The Administrative Services Director will have the authority to enter into agreements on securities so long as written policies set by the City Treasurer and State Legislature are followed.

The investment portfolio and all related transactions are reviewed and balanced to appropriate general ledger accounts by the Administrative Services Director on a monthly basis. An independent analysis by an external auditor shall be conducted annually to review internal control, account activity, and compliance with government policies and procedures.

Reporting

The City Treasurer shall review and render monthly reports to the City Administrator and the City Council which shall include the face amount of the cash investment, the classification of the investment, the name of the institution or entity, the rate of interest, the maturity date, and the current market value and accrued interest to date due for all securities.

Qualified Broker/Dealers

The City shall transact business only with banks and broker/dealers that are properly licensed and in good standing. The Administrative Services Director and the City Treasurer shall investigate dealers who wish to do business with the City to determine if they are adequately capitalized and if they market securities appropriate to the City's needs.

The City Treasurer shall annually send a copy of the current investment policy to all broker/dealers approved to do business with the City. Confirmation of receipt of the City's policy by the broker/dealer shall be considered evidence that the broker/dealer understands the City's investment policies and intends to sell the City only appropriate investments authorized by this investment policy.

Collateral Requirements

Collateral is required for investments in certificates of deposit. In order to reduce market risk, the collateral level will be at least 110% of market value of principal and accrued interest.

In order to conform with the provisions of the Federal Bankruptcy Code which provides for liquidation of securities held as collateral, the only securities acceptable as collateral shall be certificates of deposit, commercial paper, eligible banker's acceptances, medium term notes or securities that are the direct obligations of, or are fully guaranteed as to principal and interest by, the United States or any agency of the United States.

Authorized Investments

Investment of City funds is governed by the California Government Code Sections 53600 et seq. Within the context of the limitations, the following investments are authorized as further limited herein:

1) United States Treasury Bills, Bonds, and Notes or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no percentage limitation of the portfolio which can be invested in this category, although a five-year maturity limitation is applicable.

2) United States agency bonds or obligations issued by the Government National Mortgage Association (GNMA), the Federal Farm Credit Bank (FFCB), the Federal Home Loan Bank (FHLB), the Federal

3) National Mortgage Association (FNMA), the Student Loan Marketing Association (SLMA), and the Federal Home Loan Mortgage Company (FHLMC). There is no percentage limitation of the portfolio which can be invested in this category, although a five-year maturity limitation is applicable.

4) Local Agency Investment Fund (LAIF) which is a State of California managed investment pool may be used up to the maximum permitted by the California State Law. LAIF is a demand account so no maturity limitation is required.

Investments detailed in items 4 through 10 are further restricted to percentage of the cost value of the portfolio in any one-issuer name to a maximum percentage of 15%. The total value invested in any one issuer shall not exceed 5% of the issuer's net worth. Again, a five-year maximum maturity is applicable unless further restricted by this policy.

5) Bills of exchange or time drafts drawn on and accepted by commercial banks, otherwise known as bankers acceptances. Bankers acceptances purchased may not exceed 270 days to maturity or 40% of the cost value of the portfolio.

6) Commercial paper rated P1 by Moody's Investor Services, A1 by Standard and Poor's or F1 by Fitch, and issued by domestic corporations having assets in excess of $500,000,000.00 and having an AA or better rating on its long term debentures as provided by Moody's or Standard and Poor's. Purchases of eligible commercial paper may not exceed 180 days to maturity nor represent more than 10% of the outstanding paper of the issuing corporation. Purchases of commercial paper may not exceed 15% of the cost value of the portfolio.

7) Negotiable certificates of deposit issued by nationally or state chartered bank or state or federal savings institutions. Negotiable certificates of deposit shall be rated in a category of "A" or its equivalent or better by two Nationally Recognized Statistical Rating Organizations. Purchases of negotiable certificates of deposit may not exceed 30% of the total portfolio. A maturity limitation of five years is applicable.

8) Repurchase agreements, which specify terms and conditions, may be transacted with banks and broker dealers. The maturity of repurchase agreements shall not exceed 90 days. The market value of the securities used as collateral for the repurchase agreements shall be monitored by the investment staff and shall not be allowed to fall below 102% of the value of the repurchase agreement. A Public Securities Agreement Master Repurchase Agreement is required between the City of Carmel-by-the-Sea and the broker dealer or financial institution for all repurchase agreements transacted.

9) Reverse repurchase agreements which specify terms and conditions may be transacted with broker dealers and financial institutions but cannot exceed 20% of the portfolio value on the date entered into. The City may enter into a reverse repurchase agreement only to fund short term liquidity needs. The term of reverse repurchase agreements may not exceed 90 days.

10) Time deposits, non-negotiable and collateralized in accordance with the California Government Code, may be purchased through banks or savings and loan associations. Since time deposits are not liquid, no more that 25% of the investment portfolio may be invested in this type of investment.

11) Medium Term Corporate Notes, with a maximum maturity of five years may be purchased. Securities eligible for investment shall be rated A or higher by Moody's or Standard and Poor's rating services. Purchase of medium term notes may not exceed 30% of the market value of the portfolio and not more than 15% of the market value may be invested in notes issued by one corporation. Commercial paper holdings should also be included when calculating the 15% limitation.

Ineligible investments are those that are not described herein, including, but not limited to: common stocks and long term (over five years maturity) notes and bonds are prohibited from use in this portfolio unless specifically allowed both by state law and City Council approval. It is noted that special circumstances may arise where these methods of investment may become necessary. When this becomes necessary, the City Council will be asked to take the appropriate action to ratify the means of investment necessary, provided that it is allowable by California Code.

Legislative Changes

Any State of California legislative actions that further restrict allowable maturities, investment type, or percentage allocations will supersede any of the material presented herein. In this case, the applicable law will become part and parcel of this investment policy.

Interest Earnings

All moneys earned and collected from investments authorized in this policy shall be allocated monthly to the General Fund and various special funds of the City which legally require interest proration or when City Council action dictates such proration. This distribution will be based on the cash balance in the fund as a percentage of the entire pooled portfolio.

Policy Review

The City of Carmel-by-the-Sea's investment policy shall be approved by resolution of the City Council. This investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and yield, and its relevance to current law and financial and economic trends. Any amendments to the policy, other than State and Federal laws, which automatically supersede the relevant sections, shall be forwarded to the City Council for approval by resolution.

CITY OF CARMEL-BY-THE-SEA
POLICY AND PROCEDURE

Subject: Financial Policies for the City of Carmel-by-the-Sea	***Policy/Procedure No:*** C94-01

Effective Date: 13 July 1994	***Authority:*** Resolution No. 94-96

Purpose:
To establish financial policies for the City of Carmel-by-the-Sea

Policy/Procedure:
As fully set forth in the policy document, attached.

Responsible Party:
City Administrator

Department of Origin:
Administrative Services

Revision Dates:
2 February 1997 (Resolution No. 97-10)
1 June 2000 (Resolution No. 2000-72)
15 August 2000 (Resolution No. 2000-100)
19 June 2001 (Resolution No. 2001-69)
2 February 2002 (Resolution No. 2002-17)
13 June 2006 (Resolution No. 2006-35)
5 February 2013 (Resolution No. 2013-8)
5 March 2013 (Resolution No. 2013-10)
1 September 2020 (Resolution No. 2020-055)
2 June 2025 (Resolution No. 2025-)

Rescinded Date:

The City of Carmel-by-the-Sea has strong financial policies that provide City Council direction to allow staff to provide sound fiscal planning and continued management of fiscal integrity. The financial policies are divided into five categories: Capital Budget Policies, Operating Management, Reserve Policy, Debt Policies, and Investment Policies. The City has financial policies that are adopted by the City Council with review every year during the budget development process. The financial policies help ensure that the City maintains a healthy financial foundation into the future.

The goal of these policies is to promote:

- An extended financial planning horizon to increase awareness of future potential challenges and opportunities.
- Setting aside reserves for contingencies, replacement of capital equipment, and other similar needs.
- Maintaining the effective buying power of fees and charges and increasing cost recovery where directed to do so.
- Accountability for meeting standards for financial management and efficiency in providing services.
- Planning for the capital needs of the City.
- Maintaining manageable levels of debt while furthering quality bond ratings.
- Communication to residents and customers on how the community goals are being addressed.

CAPITAL BUDGET POLICIES l (Policy No. C94-01)

The City develops an annual five-year plan for capital improvements; it includes project design, development, implementation, and operating and maintenance costs. Each project in the Capital Improvement Plan (CIP) shows the estimated capital and on-going maintenance costs, known and potential funding sources, and a design and development schedule. A capital improvement project is typically a permanent structural change to a property or asset to prolong its life, increase its value, or enhance its capabilities. As used in the CIP, projects include land acquisition, buildings and facilities construction, asset upgrades or large-scale maintenance work and the planning needed to facilitate plans and implementation for infrastructure (for example, the Housing Element), including the cost of project management. These projects do not have a cost threshold. A capital outlay (fixed asset) purchase is any single item or piece of equipment that costs more than $50,000 and has an expected useful life exceeding one year. The development of the capital improvement plan is coordinated with the development of the operating budget. The CIP is a planning document; the City Council appropriates funding for capital projects in the annual operating budget.

Annual operating budgets should provide adequate funds for maintenance of the City's buildings and maintenance and replacement of the City's capital equipment. The City will make all capital improvements in accordance with an adopted and funded capital improvement program. Prior to ratification of the capital budget for the forthcoming year by the City Council, the Planning Commission shall review the capital improvement plan and shall advise the City Council as to its recommendations regarding the proposed capital projects in accordance with the Government Code.

Capital expenditures shall be effectively planned and controlled.

Guidelines:

1. The level of capital improvement expenditures, excluding road maintenance program expenditures and lease payments, is established at a minimum of ten percent (10%) of total budgeted revenues.
2. Funding for the road maintenance program should improve the pavement condition index.
3. The City shall maintain a Five-Year Capital Improvement Program (CIP), which shall be updated at least annually as part of the budget review process.
4. The City shall annually establish a phasing calendar for capital improvement expenditures.
5. At least ten percent (10%) of the unrestricted funds designated for capital project expenditures shall be set aside for unanticipated expenditures.
6. The City shall conduct periodic reviews of property and facilities to determine the appropriate use and disposition of said property and facilities.
7. The City shall consider the ongoing impact of operations and maintenance expenses before undertaking any capital improvement expenditure.
8. The City shall maintain a capital reserve policy as described in the Capital Project Policy.
9. Public participation in the Capital Improvement Program is a priority concern for the City.
10. All projects included in the Capital Improvement Plan shall be consistent with the City's General Plan.

OPERATING BUDGET POLICY (Policy No. C94-01)

Operating revenues shall exceed operating expenditures.

Guidelines:

1. Total budgeted Expenditures, excluding CIP, shall not exceed 90% of budgeted Revenue.
2. A balanced budget is a budget in which total sources meet or exceed uses.
3. Ongoing expenses shall not be funded with one-time revenues.
4. The City shall annually establish a phasing calendar for capital outlay expenditures.
5. The City shall develop a five-year forecast of operating revenue and expenditures.
6. The City shall establish salary adjustments in conjunction with the budget process.
7. The City will seek to comply with suggested criteria of the Government Finance Officers Association in producing a budget document that meets the Distinguished Budget Presentation criteria.

CAPITAL PROJECT POLICY (Policy No. C94-01)

Capital expenditures shall be effectively planned and controlled. Capital projects that have not been completed by the fiscal year-end will be carried over into the subsequent fiscal year. Fund balance equal to the remaining balance of the uncompleted projects will be reserved.

OPERATING MANAEMENT POLICY (Policy No. C94-01)

1. The City shall establish internal service funds for the repair, operation, and replacement of rolling stock and data processing equipment.
2. The City shall review the relationship between fees/charges and the cost of providing services at least every three years.

3. The City's fees and charges for services shall be adjusted annually, based upon the San Francisco-Oakland Consumer Price Index.

RESERVE POLICY (Policy No. C94-01)

The Reserve Policy is designed to develop standards for setting reserve levels for various, significant City funds. Adequate fund balance and reserve levels are a necessary component of the City's overall financial management strategy and a key factor in external agencies' measurement of the City's financial strength. The City shall maintain reserves at a prudent level and shall use reserves appropriately.

Guidelines:

1. General Fund reserves shall be maintained at no less than fifty percent (50%) of total annual projected operating expenditures.
2. The City shall maintain prudent reserves for operating liabilities and debt service.
3. A Vehicle Replacement reserve will be maintained sufficient to replace vehicles and heavy equipment at the end of their useful lives with the target being 10% of the total City fleet replacement value.
4. Technology equipment replacement reserves will be maintained sufficient to repair covered equipment and for replacement at the end of its useful life.
5. The City will maintain a long-term budget stability reserve consisting of any Unassigned General Fund Balance. When available, the year-end General Fund operating surplus will be dedicated to the long-term budget stability reserve.
6. Net proceeds from the sale of City owned property will be dedicated to the general ~~capital~~ reserve.
7. Reserves shall be used only for established purposes.
8. Depleted reserves shall be restored as soon as possible.
9. The City shall maintain reserves required by law, ordinance and/or bond covenants.

DEBT POLICIES (Policy No. C94-01)

Purpose of Policies

The purpose of the debt management policies is to establish guidelines for the effective governance, management and administration of City debt. Debt management is an integral part of the City's fiscal stability. Decisions regarding the issuance of debt impact both the short and long term availability of resources. As such, these debt management policies are intended to assist in making decisions regarding long-term financial commitments that align with other financial policies and planning; that are affordable and do not cause an undue risk or financial burden to the City and its taxpayers; and help achieve other citywide objectives pertaining to capital projects and improvements to the City's built and "green" infrastructure.

I. Purpose and Use of Debt

A. General Capital Financing Guidelines

1. The City considers the use of debt financing for one-time capital improvements that benefit the residents of Carmel-by-the-Sea when:
    a. Capital improvements cannot be financed from current annual revenues

   b. The term of the financing is no longer than the project's useful life
   c. Specific revenues are found to be sufficient to service the long-term debt
2. The City will consider the use of debt financing for one-time capital improvement projects and specific nonrecurring equipment purchases or refunding of existing liabilities under the following circumstances:
   a. When the project is included in the City's adopted capital improvement program (CIP) and is in conformance with the City's adopted General Plan.
   b. When the project is not included in the City's adopted CIP, but the project is an emerging critical need whose timing was not anticipated or it is a project mandated by State or Federal requirements.
   c. When the project's useful life, or the projected service life of the equipment, will be equal to or exceed the term of the financing.
   d. When there are designated General Fund revenues sufficient to service the debt, whether from project revenues, other specified and/or reserved resources, or infrastructure cost- sharing revenues.
3. The City will use the following criteria to evaluate pay-as-you-go versus long-term financing in funding capital improvements.
   a. Pay-As-You- Go factors
      i. Current revenues and adequate fund balances are available and project phasing can be accomplished
      ii. Existing debt levels adversely affect the City's credit rating
      iii. Market conditions are unstable or present difficulties in marketing
   b. Long-term Financing Factors
      i. Revenues available for debt service are deemed sufficient and reliable so that long-term financings can be marketed with investment grade ratings
      ii. The project securing the financing is of the type which will support an investment grade rating
      iii. Market conditions present favorable interest rates and demand for City findings
4. Debt financing (other than tax and revenue anticipation notes) is not considered appropriate for any recurring purpose such as current operating and maintenance expenditures.
5. The City shall continually review outstanding obligations for opportunities to achieve debt service savings through refunding and shall pursue refinancing when economically feasible and advantageous.

B. General Practices for Debt Management

1. The City will not obligate its General Fund to support long-term financings except when marketability can be significantly enhanced.
2. Bond issue proposals are to be accompanied by an analysis defining how the new issue, combined with current debt, impacts the City's debt capacity and conformance with City debt policies. Such analysis shall include identification of the funding source, an assessment of the ability to repay the obligation, the impact on the current budget, commitments to future budgets, maintenance and operational impact of the facility or asset and the impact on the City's credit rating, if any.
3. City Council must review such analysis, including existing debt level, ability to pay debt service, impact on City services, and make a finding that use of debt is appropriate.
4. Debt service costs (COP, Lease Purchase Agreements and other contractual debt that are backed by General Fund Operating Revenues) are not to exceed 25% of the City's General Fund operating revenues.
5. Bonds will be sold on a competitive basis unless it is in the best interest of the City to conduct a negotiated sale. Competitive sales will be the preferred method. Negotiated sales may occur when selling bonds for a defeasance of existing debt, for current or advanced refunding of debt, or for other appropriate reasons.
6. Costs incurred by the City, such as bond counsel and financial advisor fees, printing, underwriter's discount, and project design and construction costs, will be charged to the bond issue to the extent allowable by law.

7. In general, debt should be structured with fixed interest rates. Variable rate bonds may be considered if the variable rate would be cost effective for the City. Debt will be structured with the goal of distributing the payments for the asset over its useful life so that benefits more closely match costs for both current and future residents. Borrowings by the City should be of a duration that does not exceed the useful life of the improvement that it finances. The standard term of long-term borrowing is typically 15-30 years.
8. The City will monitor all forms of debt annually when the City Budget is prepared and will report any concerns and remedies to City Council.
9. The City will strive to maintain good relations with credit rating agencies, investors of the City's long-term financial obligations and those in the financial community that participate in the City's financings and demonstrate City officials are following a prescribed financial plan. The City also will strive to maintain and, if possible, improve its current AA- bond rating in order to minimize borrowing costs and preserve access to credit. The City will follow a policy of full disclosure by communicating with bond rating agencies to inform them of the City's financial condition.
10. The City will follow all State and Federal regulations and requirements related to bonds and debt financing instruments regarding bond provisions, issuance, taxation and disclosure.
11. The City will monitor compliance with bond covenants and adhere to federal arbitrage and disclosure regulations.
12. The City recognizes that it is of the utmost importance that elected and appointed City officials, and all others associated with the issuance of City debt, not only avoid the reality of a conflict of interest, but the appearance thereof as well. City officials must conduct themselves in a fashion consistent with the best interests of the City and taxpayers.

C. Debt Limit

The City will keep outstanding debt within the limits prescribed by State of California statutes and at levels consistent with credit objectives. California Government Code provides that “a city may incur indebtedness for any municipal improvement requiring an expenditure greater than the amount allowed for it by the annual tax levy" (43602). A "city shall not incur an indebtedness for public improvements which exceeds in the aggregate 15 percent of the assessed value of all real and personal property of the city. Within the meaning of this section "indebtedness" means bonded indebtedness of the city payable from the proceeds of taxes levied upon taxable property in the city" (43605). The limit is relative to the principal amount of bonds sold and delivered (43606). The City of Carmel-by-the-Sea, Policy No C94-01 establishes "the City's debt shall not exceed predetermined levels." The guideline in that policy is that "the City's debt service level shall not exceed eight and one-fourth percent (8.25%) of total expenditures.

II. Types of Debt

The City may issue all such types of debt as are permitted by the State of California Constitution and applicable State statutes. Due diligence review is required in evaluating these financing structures including examining the potential risks and benefits and impacts to the City’s creditworthiness, debt affordability and debt capacity. The issuance of debt may include, but is not limited to, the following:

1. General obligation (GO) bonds. GO bonds are secured by a new tax revenue, which is the levy of an ad valorem property tax to pay debt service, Issuance of a GO Bond requires approval by ⅔ of the majority voting on the bond proposition.
2. Lease obligations including lease revenue bonds (LRB) and certificates of participation (COP). Lease financings are obligations secured by a lease-back arrangement between the City and a counterparty such as the City of Carmel-by-the-Sea Public Improvement Authority, a joint powers authority. The lease payments are obligations to the City’s General Fund, although other revenues may be actually used to make the payments. The lease payments are then used to pay debt service on the LRB or COP.
3. Revenue bonds. Obligations are paid from specific revenue generated by an enterprise fund or, on occasion, a non-enterprise special fund.

4. Assessment and special tax bonds. The City may form, with approval of a majority of property owners, assessment districts that provide specific benefits to the property and the owners within a defined assessment district. The City may also form, with approval of a majority of property owners, Mello-Roos community facilities districts ("CFD") to fund public services and improvements within the CFD.
5. Alternative debt structures. These include installment sale agreements, financing agreements and lease-purchase agreements, and lines of credit.
6. Conduit financing. Issuance of tax-exempt securities by a government agency to finance a project of a third party.
7. Inter-fund borrowing. This involves borrowing from funds with temporary surplus cash to meet short term needs in lieu of issuing long-term debt. Funds from which money is borrowed shall be paid back with interest occurring monthly based upon the average earning rates of the City's investment pool. If the borrowing is for bond anticipation financing, City Council shall adopt a resolution of intent to repay the funds from the tax-exempt bond proceeds as applicable by law.
8. State Revolving Loan Funds. Low interest loans from the State of California from agencies such as the State Water Resources Control Board.
9. Bank Loans. Financing directly through a variable or fixed loan from a bank.
10. Refunding Obligations. Existing debt may be refunded, or refinanced, based on the guidelines listed below.

Refunding Obligations Guidelines

The City shall continually review outstanding obligations for opportunities to achieve debt service savings through refunding and shall pursue refinancing when economically feasible and advantageous. In general, the City will seek to achieve debt service savings which, on a net present value basis, are at least 5% of the principal amount of the debt being refinanced. The net present value determination shall factor in all costs, including issuance, escrow, and foregone interest earnings of any contributed funds on hand.

III. Relationship of Debt to Capital Improvement Program (CIP) and Budget

The City shall integrate its debt issuances with the goals of its capital improvement program and annual operating budget. The City's capital improvement program identifies immediate and long-term capital improvements and projects while the annual budget includes funding for specific capital projects for the upcoming fiscal year. The City's financial policies include guidelines regarding funding to implement the capital improvement plan. The use of debt guidelines include recommendations that the capital projects subject to long-term financing be included within the capital improvement plan when feasible and that debt issuance for capital projects should be incorporated into the capital improvement plan recommended to Council for approval. The City will time the issuance of debt to ensure that funding for projects is available when needed and is in furtherance of the City's public purpose.

IV. Policy Goals Related to Financing Planning Goals and Objectives

Debt management policies are one aspect of the City's overall financial management policies. The other financial policies include capital expenditures, operating budget, fund balance and maintaining of reserves and investments, all of which work in tandem with the issuance and management of debt to ensure the City's financial stability. Financial forecasting and long-term financial planning should include existing debt obligations as well as analyze projected revenue assumptions and expenditure trends as a part of the review of the City's capacity to absorb additional debt in the future.

V. Internal Controls and Disclosure Policies and Procedures

The Disclosure Policies and Procedures listed below are intended to ensure that the City is in compliance with all applicable federal and state securities laws and that appropriate internal controls are in place to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

A. Disclosure Coordinator

The Finance Manager of the City shall be the disclosure coordinator of the City (the "**Disclosure Coordinator**").

B. Review and Approval of Official Statements

1. The Disclosure Coordinator of the City shall review any Official Statement prepared in connection with any debt issuance by the City in order to ensure there are no misstatements or omissions of material information in any sections that contain descriptions of information prepared by the City.
2. In connection with its review of the Official Statement, the Disclosure Coordinator shall consult with third parties, including outside professionals assisting the City, and all members of City staff, to the extent that the Disclosure Coordinator concludes they should be consulted so that the Official Statement will include all "material" information (as defined for purposes of federal securities law).
3. As part of the review process, the Disclosure Coordinator shall submit all Official Statements to the City Council for approval. The approval of an Official Statement by the City Council shall be docketed as a new business matter and shall not be approved as a consent item. The City Council shall undertake such review as deemed necessary by the City Council, following consultation with the Disclosure Coordinator, to fulfill the City Council's responsibilities under applicable federal and state securities laws. In this regard, the Disclosure Coordinator shall consult with the City's disclosure counsel to the extent the Disclosure Coordinator considers appropriate.

C. Continuing Disclosure Filings

1. As part of the continuing disclosures undertakings that the City has entered into in connection with its debt offerings, the City is required to file annual reports with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system in accordance with such undertakings that contain certain updated financial and operating information and the City's audited financial statements. In addition, the City is required to file notices of certain events with EMMA.

    a. The Disclosure Coordinator will establish a system, which may involve the retention of one or more consultants, to ensure the City's annual audited financial statements are completed in a timely manner;
    b. that the annual filings required by its counting disclosure undertakings are completed on a timely basis; and
    c. the notices of enumerated events are filed on a timely basis.

D. Public Statements Regarding Financial information

Whenever the City makes statements or releases information related to its finances to the public that are reasonably expected to reach investors and the trading markets, the City is obligated to ensure that such statements and information are complete, true and accurate in all material respects.

E. Training

1. The Disclosure Coordinator shall ensure that the members of the City staff involved in the initial or continuing disclosure process and the City Council are properly trained to understand and perform their responsibilities.
2. The Disclosure Coordinator shall arrange for disclosure training sessions conducted by the City's disclosure counsel. Such training sessions shall include education on these Disclosure Procedures, the City's disclosure obligations under applicable federal and state securities laws and the disclosure responsibilities and potential liabilities of members of the City's staff and members of the City Council. Such training sessions may be conducted using a recorded presentation.

F. Proceeds and Investments

1. When reasonably possible, the proceeds of debt issuance will be held by a third-party trustee and the City will submit written requisitions for release of proceeds only after obtaining the signature of the City Administrator or his or her designee.
2. All investments of bond proceeds shall adhere to the City's Investment Policy.

INVESTMENT POLICIES

Municipal moneys not required for immediate expenditure will be invested. The City will maintain adequate cash availability and maximum yield on invested idle funds while insuring that invested moneys are protected. The Carmel Municipal Code requires the City Administrator to prepare investment policies and guidelines for adoption by the City Council. The adopted investment policy follows.

INVESTMENT POLICY AND GUIDELINES
C89-27

Policy

In accordance with the Municipal Code of the City of Carmel-by-the-Sea and under authority granted by the City Council, the City Treasurer is responsible for investing the unexpended cash in the City Treasury.

The investment of the City of Carmel-by-the-Sea funds is directed to the goals of safety, liquidity and yield, in that order. The authority governing investments for municipal government is set forth in the California Government Code, Sections 53601 through 53659.

The primary objective of the investment policy of the City of Carmel-by-the-Sea is SAFETY OF PRINCIPAL. Investments shall be placed in those securities as outlined by type and maturity sector in this document. Effective cash flow management and resulting cash investment practices are recognized as essential to good fiscal management and control. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. Portfolio management requires continual analysis and as a result the balance between the various investments and maturities may change in order to give the City of Carmel-by-the-Sea the optimum combination of necessary liquidity and optimal yield based on cash flow projections.

Scope

The investment policy applies to all financial assets of the City of Carmel-by-the-Sea as accounted for in the Annual Financial Report. Policy statements outlined in this document focus on the City of Carmel-by-the-Sea's pooled funds, but will also apply to all funds under the City Treasurer's control unless specifically exempted by statute or ordinance.

Prudence

The standard to be used by investment officials shall be that of a "prudent person" and shall be applied in the context of managing all aspects of the overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, direction and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

It is the City's full intent, at the time of purchase, to hold all investments until maturity to insure the return of all invested principal dollars.

<u>Safety</u>

Safety of principal is the foremost objective of the City. Each investment transaction shall seek to ensure that capital losses are avoided, whether from securities default, broker-dealer default, or from erosion of the market value.

<u>Liquidity</u>

Historical cash flow trends are compared to current cash flow requirements on an ongoing basis in an effort to ensure that the City's investment portfolio will remain sufficiently liquid to enable the City to meet all reasonably anticipated operating requirements.

Yield

The investment portfolio should be designed to attain a market average rate of return through budgetary and economic cycles, consistent with the risk limitations, prudent investment principles and cash flow characteristics identified within the financial statements.

Performance Evaluation

Investment performance is continually monitored and evaluated by the City Treasurer. Investment performance statistics and activity reports are generated on a monthly basis for presentation to the City Administrator and City Council.

Delegation of Authority

For short-term investments, the Administrative Services Director has authority to make transfers to and from the City's Local Agency Investment Funds (LAIF) account in order to maximize interest earned. The transfers are made from the City's general checking account to the LAIF account, with a minimum balance maintained in the general checking account to meet daily cash requirements.

The City Treasurer is responsible for investment of all unexpended City funds as per California Government Code section 41000 et seq. The City Treasurer makes long-term investments after review and approval by the Administrative Services Director and the City Administrator.

Ethics and Conflict of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with the proper execution of the investment program, or impairs their ability to make impartial investment decisions. Additionally, the City Treasurer and the members of the investment committee are required to annually file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC).

Safekeeping of Securities

To protect against fraud, embezzlement, or losses caused by a collapse of an individual securities dealer, all securities owned by the City shall be held in safekeeping by a third party bank trust department, acting as an agent of the city under the terms of a custody agreement or PSA agreement (repurchase agreement collateral). All trades executed by a dealer will settle Delivery vs. Payment (DVP) through the City's safekeeping agent. Securities held in custody for the City shall be independently audited on an annual basis to verify investment holdings.

All exceptions to this safekeeping policy must be approved by the City Treasurer in written form and included in quarterly reporting to the City Council.

Internal Control

Separation of functions between the City Treasurer's Office and the Administrative Services Department would be an ideal situation. Time and necessity, however, dictate a different approach. Due to the lack of personnel dedicated to the investment function alone, a proper balance must be maintained between Treasury activities and Administrative Services Department functions. The City Treasurer will make the appropriate arrangements to buy and sell securities, which are deemed permissible by the Laws of the State of California as time permits. The Administrative Services Director and/or City Administrator will have the power as granted under the section titled Delegation of Authority in the absence of the City Treasurer. The Administrative Services Director will have the authority to enter into agreements on securities so long as written policies set by the City Treasurer and State Legislature are followed.

The investment portfolio and all related transactions are reviewed and balanced to appropriate general ledger accounts by the Administrative Services Director on a monthly basis. An independent analysis by an external auditor shall be conducted annually to review internal control, account activity, and compliance with government policies and procedures.

Reporting

The City Treasurer shall review and render monthly reports to the City Administrator and the City Council which shall include the face amount of the cash investment, the classification of the investment, the name of the institution or entity, the rate of interest, the maturity date, and the current market value and accrued interest to date due for all securities.

Qualified Broker/Dealers

The City shall transact business only with banks and broker/dealers that are properly licensed and in good standing. The Administrative Services Director and the City Treasurer shall investigate dealers who wish to do business with the City to determine if they are adequately capitalized and if they market securities appropriate to the City's needs.

The City Treasurer shall annually send a copy of the current investment policy to all broker/dealers approved to do business with the City. Confirmation of receipt of the City's policy by the broker/dealer shall be considered evidence that the broker/dealer understands the City's investment policies and intends to sell the City only appropriate investments authorized by this investment policy.

Collateral Requirements

Collateral is required for investments in certificates of deposit. In order to reduce market risk, the collateral level will be at least 110% of market value of principal and accrued interest.

In order to conform with the provisions of the Federal Bankruptcy Code which provides for liquidation of securities held as collateral, the only securities acceptable as collateral shall be certificates of deposit, commercial paper, eligible banker's acceptances, medium term notes or securities that are the direct obligations of, or are fully guaranteed as to principal and interest by, the United States or any agency of the United States.

Authorized Investments

Investment of City funds is governed by the California Government Code Sections 53600 et seq. Within the context of the limitations, the following investments are authorized as further limited herein:

1) United States Treasury Bills, Bonds, and Notes or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no percentage limitation of the portfolio which can be invested in this category, although a five-year maturity limitation is applicable.

2) United States agency bonds or obligations issued by the Government National Mortgage Association (GNMA), the Federal Farm Credit Bank (FFCB), the Federal Home Loan Bank (FHLB), the Federal

3) National Mortgage Association (FNMA), the Student Loan Marketing Association (SLMA), and the Federal Home Loan Mortgage Company (FHLMC). There is no percentage limitation of the portfolio which can be invested in this category, although a five-year maturity limitation is applicable.

4) Local Agency Investment Fund (LAIF) which is a State of California managed investment pool may be used up to the maximum permitted by the California State Law. LAIF is a demand account so no maturity limitation is required.

Investments detailed in items 4 through 10 are further restricted to percentage of the cost value of the portfolio in any one-issuer name to a maximum percentage of 15%. The total value invested in any one issuer shall not exceed 5% of the issuer's net worth. Again, a five-year maximum maturity is applicable unless further restricted by this policy.

5) Bills of exchange or time drafts drawn on and accepted by commercial banks, otherwise known as bankers acceptances. Bankers acceptances purchased may not exceed 270 days to maturity or 40% of the cost value of the portfolio.

6) Commercial paper rated P1 by Moody's Investor Services, A1 by Standard and Poor's or F1 by Fitch, and issued by domestic corporations having assets in excess of $500,000,000.00 and having an AA or better rating on its long term debentures as provided by Moody's or Standard and Poor's. Purchases of eligible commercial paper may not exceed 180 days to maturity nor represent more than 10% of the outstanding paper of the issuing corporation. Purchases of commercial paper may not exceed 15% of the cost value of the portfolio.

7) Negotiable certificates of deposit issued by nationally or state chartered bank or state or federal savings institutions. Negotiable certificates of deposit shall be rated in a category of "A" or its equivalent or better by two Nationally Recognized Statistical Rating Organizations. Purchases of negotiable certificates of deposit may not exceed 30% of the total portfolio. A maturity limitation of five years is applicable.

8) Repurchase agreements, which specify terms and conditions, may be transacted with banks and broker dealers. The maturity of repurchase agreements shall not exceed 90 days. The market value of the securities used as collateral for the repurchase agreements shall be monitored by the investment staff and shall not be allowed to fall below 102% of the value of the repurchase agreement. A Public Securities Agreement Master Repurchase Agreement is required between the City of Carmel-by-the-Sea and the broker dealer or financial institution for all repurchase agreements transacted.

9) Reverse repurchase agreements which specify terms and conditions may be transacted with broker dealers and financial institutions but cannot exceed 20% of the portfolio value on the date entered into. The City may enter into a reverse repurchase agreement only to fund short term liquidity needs. The term of reverse repurchase agreements may not exceed 90 days.

10) Time deposits, non-negotiable and collateralized in accordance with the California Government Code, may be purchased through banks or savings and loan associations. Since time deposits are not liquid, no more that 25% of the investment portfolio may be invested in this type of investment.

11) Medium Term Corporate Notes, with a maximum maturity of five years may be purchased. Securities eligible for investment shall be rated A or higher by Moody's or Standard and Poor's rating services. Purchase of medium term notes may not exceed 30% of the market value of the portfolio and not more than 15% of the market value may be invested in notes issued by one corporation. Commercial paper holdings should also be included when calculating the 15% limitation.

Ineligible investments are those that are not described herein, including, but not limited to: common stocks and long term (over five years maturity) notes and bonds are prohibited from use in this portfolio unless specifically allowed both by state law and City Council approval. It is noted that special circumstances may arise where these methods of investment may become necessary. When this becomes necessary, the City Council will be asked to take the appropriate action to ratify the means of investment necessary, provided that it is allowable by California Code.

Legislative Changes

Any State of California legislative actions that further restrict allowable maturities, investment type, or percentage allocations will supersede any of the material presented herein. In this case, the applicable law will become part and parcel of this investment policy.

Interest Earnings

All moneys earned and collected from investments authorized in this policy shall be allocated monthly to the General Fund and various special funds of the City which legally require interest proration or when City Council action dictates such proration. This distribution will be based on the cash balance in the fund as a percentage of the entire pooled portfolio.

Policy Review

The City of Carmel-by-the-Sea's investment policy shall be approved by resolution of the City Council. This investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and yield, and its relevance to current law and financial and economic trends. Any amendments to the policy, other than State and Federal laws, which automatically supersede the relevant sections, shall be forwarded to the City Council for approval by resolution.

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

June 2, 2025
CONSENT AGENDA (Estimated time - 10 min)

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Evan Kort, Associate Planner
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2025-049, rescinding a Notice of Merger recorded with the County on July 14, 2004 (Monterey County Recorder Document No. 2004073684), and approving a Land Use Regulatory Jurisdiction Agreement and Covenant and Agreement to Hold Property as One Parcels (City of Carmel-by-the-Sea (APN: 009-146-029) and Unincorporated Monterey County (APN: 009-146-028)). **Proposed CEQA Action:** Find the action to be "not a project" pursuant to section 15378 of the CEQA Guidelines.

RECOMMENDATION:

Staff Recommends the City Council Adopt Resolution 2025-049 (**Attachment 1**):

1. Finding the action be found to be "not a project" pursuant to section 15378 of the CEQA Guidelines;
2. Rescinding the Notice of Merger which was recorded with the County on July 14, 2004 (Monterey County Recorder Document No. 2004073684); and
3. Approval of the Land Use Regulatory Jurisdiction Agreement and Covenant and Agreement to Hold Property as One Parcel.

BACKGROUND/SUMMARY:

EXECUTIVE SUMMARY:

The proposed Land Use Regulatory Jurisdiction Agreement and Covenant and Agreement to Hold Property as One Parcel ("Agreement") establishes regulatory oversight by the City of Carmel-by-the-Sea for two parcels spanning City and unincorporated Monterey County boundaries, without formally merging the parcels or initiating an annexation. The Agreement maintains existing tax structures and jurisdictional boundaries, avoids the complexity of annexation while designating all permitting authority across both parcels to the City.

BACKGROUND:

The subject building site comprises of two parcels with one parcel located in the City of Carmel-by-the-Sea (009-146-029) and the other in unincorporated Monterey County (009-146-028) (refer to Attachment 4). The owner of the subject building site submitted an application to the City to remodel and expand the existing

improvements on the subject parcels. Due to jurisdictional complexities, the parcels cannot be formally merged without approval by the Monterey County Local Agency Formation Commission (LAFCO). Thus, the applicant and the City, in cooperation with the County of Monterey, have proposed a Land Use Regulatory Jurisdiction Agreement and Covenant to hold the two parcels as one for planning and regulatory purposes (refer to Attachment 3).

The subject parcels span both City and County jurisdictional boundaries, complicating the permitting and regulatory process. The proposed Agreement simplifies administration by placing sole land use regulatory jurisdiction under the City of Carmel-by-the-Sea. Although the parcels retain separate Assessor's Parcel Numbers (APNs) and tax billing systems, this Agreement ensures unified land use planning oversight by the City. Under this Agreement, City standards, codes, and design guidelines will govern all proposed development and subsequent improvements.

The Agreement will remain in effect until such time as it is released in writing by both the City and the County.

Additionally, while reviewing the proposed final Agreement, it was brought to the staffs' attention that a Notice of Merger, which was erroneously recorded with the County on July 14, 2004, and will need to be rescinded and superseded by the Agreement. A lot merger application can only allow merging multiple parcels into one legal lot of record if located within a single jurisdictional boundary or following an application for annexation and approval LAFCO. Therefore, the lot merger (Monterey County Recorder Document No. 2004073684) is hereby superseded by the Agreement (refer to Attachment 2).

The County of Monterey Board of Supervisors will consider this same item on June 10, 2025.

STAFF ANALYSIS:
The City Attorney's office, in consultation with the property owner's counsel, have worked together to draft the Agreement. City planning staff have also worked closely with the City Attorney's office and finds that alterations to the building site (including portions of the site located in unincorporated Monterey County) are required to comply with Carmel-by-the-Sea's General Plan, Land Use Plan, the Carmel-by-the-Sea Municipal Code (CMC), Residential Design Guidelines, and other city planning documents as may be applicable.

An alternative to the Agreement could be to deny the Agreement and to direct the property owner to submit an application for annexation to have the property located in unincorporated Monterey County be formally incorporated into the City of Camel-by-the-Sea. City Council Policy C89-09 (Resolution 89-33) states, "It is the policy of the City Council of the City of Carmel-by-the-Sea to not initiate annexations but to consider each application from a requesting party based upon its own individual benefits to the City of Carmel-by-the-Sea."

An annexation permanently adjusts city boundaries, clearly and definitively placing both parcels under a single jurisdiction (the City), simplifying long-term regulatory management. This also results in a single property tax structure. However, final approval of an annexation is rendered from LAFCO. LAFCO staff, however, has been involved in the discussion regarding the Agreement and has been supportive of this approach without the need to engage with a formal, potentially complicated, annexation of the property.

The County Assessor/Tax Collector, has also opined regarding the property tax assessment crossing a jurisdictional boundary. The Assessor/Tax Collector's office stated their office does not object to a split tax roll between two jurisdictions and having two tax bills for the property even if it is one parcel. Their only issue would be how to assign the value of the improvements on the split tax assessment, but this allocation would not be determined until they saw plans for any future development house and how/where the

improvements were being constructed. The office also said the property owner would need to understand why they are getting two tax bills. This is effectively the same approach as the status quo as the building site and site improvements are already split between two jurisdictional boundaries. The action simply designates all permitting authority to the City through an agreement between the property owner, the City, and the County.

Environmental
Staff recommends that the City Council find the subject action to be "not a project" pursuant to section 15378 of the CEQA Guidelines. Entering into this agreement constitutes an administrative activity that clarifies regulatory jurisdiction without authorizing any physical development or resulting in any direct or indirect physical changes. Similarly, rescinding the recorded lot merger is an administrative function that does not authorize any physical development or results in any direct or indirect physical change.

FISCAL IMPACT:

Entering into the subject Agreement substantially maintains the status quo with no direct fiscal impacts. The time and materials necessary for the processing of the application (and future applications) was previously allocated in the FY24/25 budget (and will be considered in future budgets). The existing building site is located in two different tax assessment districts (City and County) and entering into the subject Agreement maintains this arrangement while designating permitting authority to the City. However, the City does not capture the revenue from potential improvements on the site currently located in the County which would be captured if the site were to be incorporated into the City limits through annexation.

PRIOR CITY COUNCIL ACTION:

The City Council has not previously taken action on, nor considered this item.

ATTACHMENTS:

Attachment 1 - Resolution
Attachment 2 - Notice Of Rescission of Notice of Merger (Exhibit A)
Attachment 3 - Land Use Regulatory Jurisdiction Agreement and Covenant and Agreement to Hold as One Parcel (Exhibit B)
Attachment 4 - Existing Site Survey

CITY OF CARMEL-BY-THE-SEA CITY COUNCIL

Attachment 1

RESOLUTION NO. 2025-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA FINDING THE FOLLOWING ACTION TO BE "NOT A PROJECT" PURSUANT TO SECTION 15378 OF THE CEQA GUIDELINES; RESCINDING THE NOTICE OF MERGER WHICH WAS RECORDED WITH THE COUNTY ON JULY 14, 2004 (MONTEREY COUNTY RECORDER DOCUMENT NO. 2004073684); AND ENTERING INTO A LAND USE REGULATORY JURISDICTION AGREEMENT AND COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL(CITY OF CARMEL-BY-THE-SEA (APN: 009-146-029) AND UNINCORPORATED MONTEREY COUNTY (APN: 009-146-028))

WHEREAS, the City of Carmel-by-the-Sea ("City") received an application from Karen Ruth Hobbs, Trustee of the Karen Ruth Hobbs Trust dated January 28, 2004 ("Owner") requesting approval of improvements on properties identified as APNs 009-146-029 (within the City limits) and 009-146-028 (unincorporated Monterey County); and

WHEREAS, the subject parcels span jurisdictional boundaries of the City and County, complicating the permitting and regulatory process, and a formal lot merger would require approval from the Monterey County Local Agency Formation Commission (LAFCO); and

WHEREAS, on July 14, 2004, a Notice of Merger (Monterey County Recorder Document No. 2004073684) was erroneously recorded and is now required to be rescinded and superseded by a Land Use Regulatory Jurisdiction Agreement; and

WHEREAS, the proposed Land Use Regulatory Jurisdiction Agreement and Covenant and Agreement to Hold Property as One Parcel ("Agreement") will provide unified regulatory oversight by placing sole jurisdictional authority under the City, simplifying the administrative process for all future permitting activities and improvements while maintaining the current property tax structure and boundaries; and

WHEREAS, the City Attorney's office, City Planning staff, and Applicant's legal counsel collaboratively reviewed and prepared the proposed Agreement to ensure consistency with the General Plan, Local Coastal Plan, Carmel-by-the-Sea Municipal Code (CMC), and Residential Design Guidelines; and

WHEREAS, this action has been coordinated with County of Monterey and supported by LAFCO staff as an efficient alternative to an annexation process; and

WHEREAS, the City Council considered all pertinent information provided in the Staff Report and all attachments, and independently reviewed and considered the facts and information presented; and

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

WHEREAS, pursuant to Section 15378 of the CEQA Guidelines, the subject action is "not a project" and is therefore not subject to CEQA.

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

SECTION 1: The City Council hereby finds the Notice of Merger recorded on July 14, 2004 (Monterey County Recorder Document No. 2004073684) to be null and void, and approves and authorizes the City Administrator or designee to execute

the Notice of Recission of Notice of Merger attached hereto Exhibit A and incorporated herein by reference.

SECTION 2: The City Council hereby approves and authorizes the City Administrator or designee to execute the Land Use Regulatory Jurisdiction Agreement and Covenant and Agreement to Hold Property as One Parcel (APNs 009-146-029 and 009-146-028) attached hereto as Exhibit B and incorporated herein by reference.

SECTION 3: The City Council requires the owner to record the fully executed Exhibits A and B with the Monterey County Recorder's Office. The owner shall be responsible for any fees assessed by the Monterey County Recorder's Office for the recordation of said documents.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of June, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: ATTEST:

_____ _____

Dale Byrne
Mayor

Nova Romero
City Clerk

EXHIBIT A

Attachment 1

RECORDING REQUESTED BY
CITY OF CARMEL-BY-THE-SEA

AND WHEN RECORDED MAIL TO

Carmel City Hall
Post Office Box CC
Carmel, CA 93921
Attn: Evan Kort, Senior Planner

This space reserved for the Recorder's use only

NOTICE OF RESCISSION OF NOTICE OF MERGER

NOTICE IS HEREBY GIVEN that the document titled "Notice of Merger," recorded on July 14, 2004, as Document No. 2004073684, in the Official Records of Monterey County, California, is hereby rescinded and shall have no further force or effect.

This rescission is made pursuant to the authorization of the City Council of the City of Carmel-by-the-Sea by Resolution 2025-049, approved on June 2, 2025, which approved entering into a **Land Use Regulatory Jurisdiction Agreement and Covenant and Agreement to Hold Properties As One Parcel** site for planning and regulatory purposes.

APNs: 009-146-028-000 and 009-146-029-000

Dated:

Evan Kort
Senior Planner
City of Carmel-by-the-Sea

Karen Ruth Hobbs, Trustee Date

RECORDING REQUESTED BY AND WHEN RECORDED, RETURN TO:

Carmel City Hall
Post Office Box CC
Carmel, Ca 93921
Attn: Brandon Swanson

APNs: 009-146-029 & 009-146-028

LAND USE REGULATORY JURISDICTION AGREEMENT AND COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

This Land Use Regulatory Jurisdiction Agreement and Covenant and Agreement to Hold Property as One Parcel (collectively, "**Covenant and Agreement**") is entered into between Karen Ruth Hobbs, Trustee of the Karen Ruth Hobbs Trust Dated January 28, 2004, ("**HOBBS**"); the City of Carmel by the Sea ("**CITY**") and the County of Monterey, a political subdivision of the State of California ("**COUNTY**"), collectively ("**THE PARTIES**").

HOBBS is owner of that certain real property located in both the CITY and the unincorporated area of the COUNTY as more particularly described on **Exhibit A** attached hereto and incorporated by this reference ("**Hobbs Property**") on which an existing single-family home, and accessory dwelling unit (Subordinate Unit; subordinate unit permit SU 91-169) are located. The Hobbs Property consists of two Assessor's Parcels designated as Monterey County Assessor's Parcel Numbers (APNs) 009-146-029 and 009-146-028. APN 009-146-029 is within the CITY limits. APN 009-146-028 is within the unincorporated area of the COUNTY.

HOBBS filed an application with the CITY to merge the two parcels on the Hobbs Property (City Planning No. LM 24-254) into one legal lot of record ("**Subject Parcels**"). HOBBS

also filed an application with the CITY to remodel and expand the improvements on the **Subject Parcels** (City Planning No. DS 25-017) as more particularly described in **Exhibit B** attached hereto and incorporated by this reference.

The Parties understand and agree that the **Subject Parcels** are within two (2) separate and distinct property tax rate areas and, therefore; the **Subject Parcels** cannot be merged into one legal lot of record without an application to and approval by the Monterey County Local Agency Formation Commission (Monterey County LAFCO). Therefore, the Parties have agreed to enter into a Covenant and Agreement to Hold Subject Parcels as One Parcel. The lot merger application is thus moot and will not be processed, and Document No. 2004073684 on file with the Monterey County Recorder is hereby rescinded and simultaneously superseded by this Covenant and Agreement.

Karen Ruth Hobbs, Trustee of the Karen Ruth Hobbs Trust Dated January 28, 2004, ("HOBBS") is the property owner of record of the **Subject Parcels** as set forth in the corresponding Grant Deed for APN 009-146-029 within the CITY limits and APN 009-146-028 within the unincorporated area of the COUNTY recorded on September 9, 2021, as Document No. 2021060566 on file with the Monterey County Recorder and incorporated by this reference. The **Subject Parcels** consist of two (2) separate parcels as more particularly described in **Exhibit A** and in the corresponding Grant Deed recorded as Document No. 2021060566 on file with the Monterey County Recorder.

HOBBS recognizes and agrees that the **Subject Parcels** will retain two APNs and will receive separate Property Tax bills for the corresponding Tax Area of the **Subject Parcels** within the jurisdictional boundaries of the CITY and the COUNTY.

HOBBS hereby covenants and agrees with the CITY and COUNTY that the **Subject Parcels** shall be held as one (1) parcel as more particularly described in **Exhibit A** during any period that

any improvements remain on the **Subject Parcels**, and shall not be sold separately until this Covenant and Agreement is released by CITY and COUNTY, as provided below.

The PARTIES understand and agree that this Covenant and Agreement is executed for the purpose of creating a single site as regulated by the applicable sections of the CITY Zoning Code, other CITY regulations and the Monterey County Code as applicable for the development of the **Subject Parcels**. In the event there is any conflict between the CITY Zoning Code, other CITY regulations, and the Monterey County Code, regarding the regulation and development of the **Subject Parcels**, the CITY Zoning Code and other CITY regulations shall prevail as long as any improvements remain on the **Subject Parcels**.

Pursuant to this Covenant and Agreement, the CITY and COUNTY recognize and agree that the CITY shall have land use regulatory jurisdiction over the **Subject Parcels** for all land use permitting on the **Subject Parcels** and the public right-of-way immediately adjacent to the **Subject Parcels**, including compliance with the CITY Zoning Code and other CITY regulations. This Covenant and Agreement's purpose is not limited to the current application, but shall apply to any permitting and land use applications relating to the **Subject Parcels**, as long as improvements remain on the **Subject Parcels**.

This Covenant and Agreement shall continue in effect until released in writing by the authority of the CITY and COUNTY upon submittal of request, applicable fees, and evidence that this Covenant and Agreement is no longer required by law.

This Covenant and Agreement is hereby deemed and agreed by HOBBS, the CITY, and the COUNTY to be a covenant running with the land which shall bind HOBBS, the CITY, and the COUNTY and all its successors and assigns.

[signature block on the following page]

HOBBS

THE KAREN RUTH HOBBS TRUST UDT
dated January 28, 2004

By: _____
Dated: _____, 2025 Karen Ruth Hobbs, Trustee

Approved as to form:

By: _____
Christine G. Kemp
Dated: _____, 2025 Noland Hamerly Etienne & Hoss
Attorney for Hobbs

CITY OF CARMEL BY THE SEA

By: _____
Dated: _____, 2025 Brandon Swanson, Assistant City Manager

Approved as to form:
Burke, Williams & Sorensen, LLP

By: _____
Dated: _____, 2025 Brian Pierik, City Attorney

COUNTY OF MONTEREY
Department of Housing and Community Development (HCD)

Dated: _____, 2025 By: _____
Craig W. Spencer, Director of HCD

Approved as to form:
Office of the County Counsel
Susan K. Blitch, County Counsel

By: _____
Mary Grace Perry, Deputy County Counsel
Dated: _____, 2025

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On_____, 20____, before me,_____,
Notary Public, personally appeared **KAREN RUTH HOBBS** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On_____, 20____, before me,_____,
Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On_____, 20____, before me,_____,
Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____(Seal)

EXHIBIT A

HOBBS PROPERTY

ORDER NO. : 0724021807

EXHIBIT A

The land referred to is situated in the County of Monterey, City of Carmel By The Sea, State of California, and is described as follows:

PARCEL ONE:

Lot 2 in Block 4, as said Lot and Block are shown on that certain Map entitled Map of "Carmel City" filed for record May 1, 1888 in the Office of the County Recorder of the County of Monterey, State of California, in Volume 1 of Maps, "Cities and Towns", at Page 52.

PARCEL TWO:

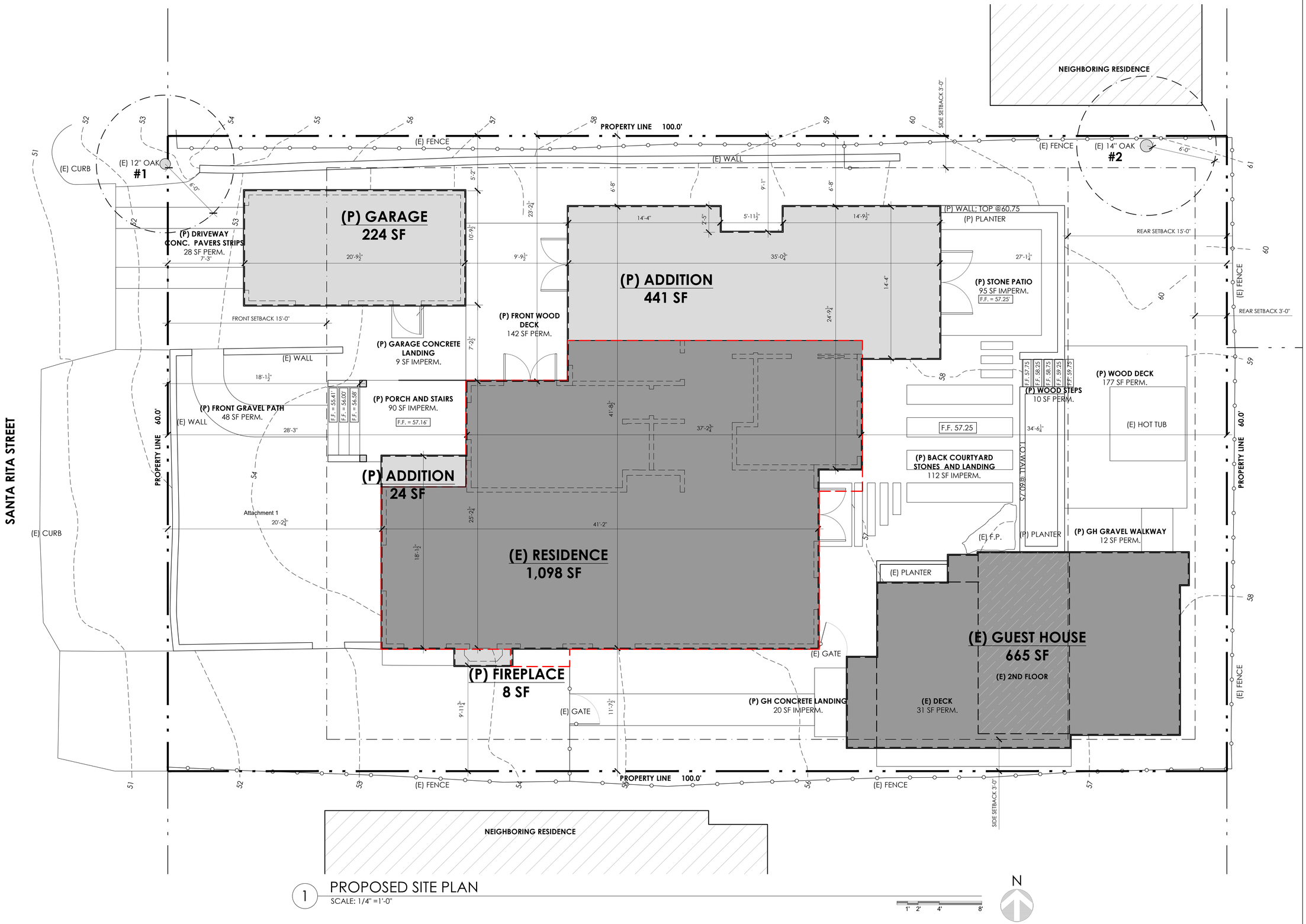
Lot 34 in Block 4, as said Lot and Block are shown on that certain Map entitled Map of "La Loma Terrace" filed in Volume 3 of Maps, "Cities and Towns", at Page 25, Monterey County Records.

EXCEPT THEREFROM the Northerly 20 feet thereof

APN: 009-146-029-000 and 009-146-028-000

EXHIBIT B

HOBBS PROJECT SITE DEVELOPMENT PLAN



1 PROPOSED SITE PLAN
SCALE: 1/4" =1'-0"

N

1' 2' 4' 8'

ADAM JESELNICK ARCHITECT

LICENSED ARCHITECT ADAM JESELNICK No. C33090 Renew 3/31/25 STATE OF CALIFORNIA

TRACK 2 DESIGN APPROVAL SET

HOBBS RESIDENCE
SANTA RITA STREET 3 NE OF 1ST AVE,
CARMEL-BY-THE-SEA CALIFORNIA 93921

PROPOSED SITE PLAN

1/27/2025

1/4" = 1'-0"

A4

EXHIBIT A

Attachment 2

RECORDING REQUESTED BY
CITY OF CARMEL-BY-THE-SEA

AND WHEN RECORDED MAIL TO

Carmel City Hall
Post Office Box CC
Carmel, CA 93921
Attn: Evan Kort, Senior Planner

This space reserved for the Recorder's use only

NOTICE OF RESCISSION OF NOTICE OF MERGER

NOTICE IS HEREBY GIVEN that the document titled "Notice of Merger," recorded on July 14, 2004, as Document No. 2004073684, in the Official Records of Monterey County, California, is hereby rescinded and shall have no further force or effect.

This rescission is made pursuant to the authorization of the City Council of the City of Carmel-by-the-Sea by Resolution 2025-049, approved on June 2, 2025, which approved entering into a **Land Use Regulatory Jurisdiction Agreement and Covenant and Agreement to Hold Properties As One Parcel** site for planning and regulatory purposes.

APNs: 009-146-028-000 and 009-146-029-000

Dated:

Evan Kort
Senior Planner
City of Carmel-by-the-Sea

Karen Ruth Hobbs, Trustee Date

RECORDING REQUESTED BY AND WHEN RECORDED, RETURN TO:

Carmel City Hall
Post Office Box CC
Carmel, Ca 93921
Attn: Brandon Swanson

APNs: 009-146-029 & 009-146-028

LAND USE REGULATORY JURISDICTION AGREEMENT AND COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

This Land Use Regulatory Jurisdiction Agreement and Covenant and Agreement to Hold Property as One Parcel (collectively, "**Covenant and Agreement**") is entered into between Karen Ruth Hobbs, Trustee of the Karen Ruth Hobbs Trust Dated January 28, 2004, ("**HOBBS**"); the City of Carmel by the Sea ("**CITY**") and the County of Monterey, a political subdivision of the State of California ("**COUNTY**"), collectively ("**THE PARTIES**").

HOBBS is owner of that certain real property located in both the CITY and the unincorporated area of the COUNTY as more particularly described on **Exhibit A** attached hereto and incorporated by this reference ("**Hobbs Property**") on which an existing single-family home, and accessory dwelling unit (Subordinate Unit; subordinate unit permit SU 91-169) are located. The Hobbs Property consists of two Assessor's Parcels designated as Monterey County Assessor's Parcel Numbers (APNs) 009-146-029 and 009-146-028. APN 009-146-029 is within the CITY limits. APN 009-146-028 is within the unincorporated area of the COUNTY.

HOBBS filed an application with the CITY to merge the two parcels on the Hobbs Property (City Planning No. LM 24-254) into one legal lot of record ("**Subject Parcels**"). HOBBS

also filed an application with the CITY to remodel and expand the improvements on the **Subject Parcels** (City Planning No. DS 25-017) as more particularly described in **Exhibit B** attached hereto and incorporated by this reference.

The Parties understand and agree that the **Subject Parcels** are within two (2) separate and distinct property tax rate areas and, therefore; the **Subject Parcels** cannot be merged into one legal lot of record without an application to and approval by the Monterey County Local Agency Formation Commission (Monterey County LAFCO). Therefore, the Parties have agreed to enter into a Covenant and Agreement to Hold Subject Parcels as One Parcel. The lot merger application is thus moot and will not be processed, and Document No. 2004073684 on file with the Monterey County Recorder is hereby rescinded and simultaneously superseded by this Covenant and Agreement.

Karen Ruth Hobbs, Trustee of the Karen Ruth Hobbs Trust Dated January 28, 2004, ("HOBBS") is the property owner of record of the **Subject Parcels** as set forth in the corresponding Grant Deed for APN 009-146-029 within the CITY limits and APN 009-146-028 within the unincorporated area of the COUNTY recorded on September 9, 2021, as Document No. 2021060566 on file with the Monterey County Recorder and incorporated by this reference. The **Subject Parcels** consist of two (2) separate parcels as more particularly described in **Exhibit A** and in the corresponding Grant Deed recorded as Document No. 2021060566 on file with the Monterey County Recorder.

HOBBS recognizes and agrees that the **Subject Parcels** will retain two APNs and will receive separate Property Tax bills for the corresponding Tax Area of the **Subject Parcels** within the jurisdictional boundaries of the CITY and the COUNTY.

HOBBS hereby covenants and agrees with the CITY and COUNTY that the **Subject Parcels** shall be held as one (1) parcel as more particularly described in **Exhibit A** during any period that

any improvements remain on the **Subject Parcels**, and shall not be sold separately until this Covenant and Agreement is released by CITY and COUNTY, as provided below.

The PARTIES understand and agree that this Covenant and Agreement is executed for the purpose of creating a single site as regulated by the applicable sections of the CITY Zoning Code, other CITY regulations and the Monterey County Code as applicable for the development of the **Subject Parcels**. In the event there is any conflict between the CITY Zoning Code, other CITY regulations, and the Monterey County Code, regarding the regulation and development of the **Subject Parcels**, the CITY Zoning Code and other CITY regulations shall prevail as long as any improvements remain on the **Subject Parcels**.

Pursuant to this Covenant and Agreement, the CITY and COUNTY recognize and agree that the CITY shall have land use regulatory jurisdiction over the **Subject Parcels** for all land use permitting on the **Subject Parcels** and the public right-of-way immediately adjacent to the **Subject Parcels**, including compliance with the CITY Zoning Code and other CITY regulations. This Covenant and Agreement's purpose is not limited to the current application, but shall apply to any permitting and land use applications relating to the **Subject Parcels**, as long as improvements remain on the **Subject Parcels**.

This Covenant and Agreement shall continue in effect until released in writing by the authority of the CITY and COUNTY upon submittal of request, applicable fees, and evidence that this Covenant and Agreement is no longer required by law.

This Covenant and Agreement is hereby deemed and agreed by HOBBS, the CITY, and the COUNTY to be a covenant running with the land which shall bind HOBBS, the CITY, and the COUNTY and all its successors and assigns.

[signature block on the following page]

HOBBS

THE KAREN RUTH HOBBS TRUST UDT
dated January 28, 2004

By: _____
Dated: _____, 2025 Karen Ruth Hobbs, Trustee

Approved as to form:

By: _____
Christine G. Kemp
Dated: _____, 2025 Noland Hamerly Etienne & Hoss
Attorney for Hobbs

CITY OF CARMEL BY THE SEA

By: _____
Dated: _____, 2025 Brandon Swanson, Assistant City Manager

Approved as to form:
Burke, Williams & Sorensen, LLP

By: _____
Dated: _____, 2025 Brian Pierik, City Attorney

COUNTY OF MONTEREY
Department of Housing and Community Development (HCD)

Dated: _____, 2025 By: _____
Craig W. Spencer, Director of HCD

Approved as to form:
Office of the County Counsel
Susan K. Blitch, County Counsel

By: _____
Mary Grace Perry, Deputy County Counsel
Dated: _____, 2025

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On_____, 20____, before me,_____,
Notary Public, personally appeared **KAREN RUTH HOBBS** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On_____, 20____, before me,_____,
Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On_____, 20____, before me,_____,
Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____(Seal)

EXHIBIT A

HOBBS PROPERTY

ORDER NO. : 0724021807

EXHIBIT A

The land referred to is situated in the County of Monterey, City of Carmel By The Sea, State of California, and is described as follows:

PARCEL ONE:

Lot 2 in Block 4, as said Lot and Block are shown on that certain Map entitled Map of "Carmel City" filed for record May 1, 1888 in the Office of the County Recorder of the County of Monterey, State of California, in Volume 1 of Maps, "Cities and Towns", at Page 52.

PARCEL TWO:

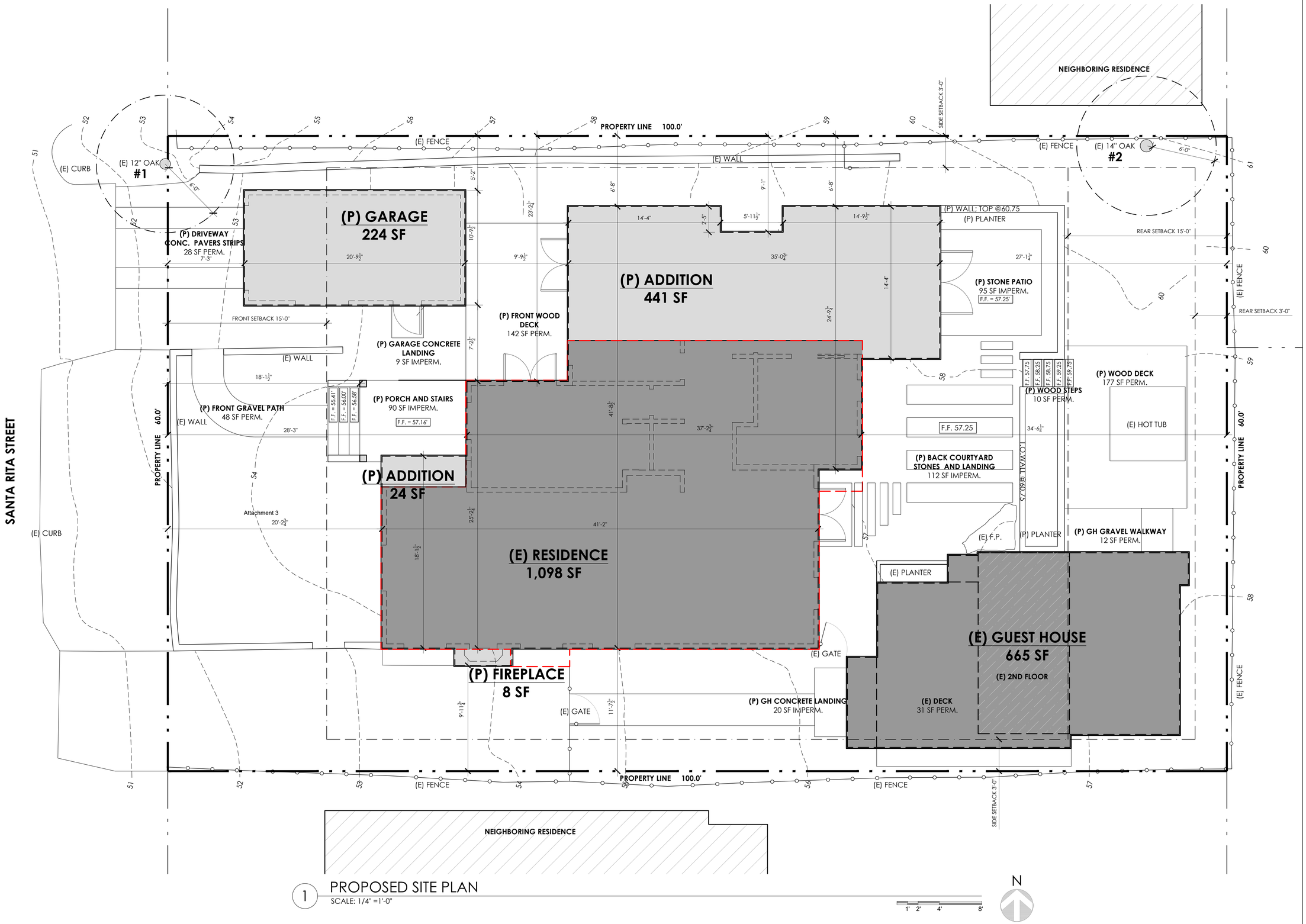
Lot 34 in Block 4, as said Lot and Block are shown on that certain Map entitled Map of "La Loma Terrace" filed in Volume 3 of Maps, "Cities and Towns", at Page 25, Monterey County Records.

EXCEPT THEREFROM the Northerly 20 feet thereof

APN: 009-146-029-000 and 009-146-028-000

EXHIBIT B

HOBBS PROJECT SITE DEVELOPMENT PLAN



1 PROPOSED SITE PLAN
SCALE: 1/4" =1'-0"

N

1' 2' 4' 8'

ADAM JESELNICK ARCHITECT
LICENSED ARCHITECT ADAM JESELNICK No. C33090 Renew 3/31/25 STATE OF CALIFORNIA

TRACK 2 DESIGN APPROVAL SET

HOBBS RESIDENCE

SANTA RITA STREET 3 NE OF 1ST AVE,
CARMEL-BY-THE-SEA CALIFORNIA 93921

PROPOSED SITE PLAN

1/27/2025

1/4" = 1'-0"

A4

LEGEND:

- RECORD BOUNDARY
- RECORD RIGHT OF WAY
- RECORD LOT LINE
- RECORD CENTERLINE
- RECORD EASEMENT LINE
- RECORD SETBACK
- OLD RECORD LINE
- PROJECT BENCHMARK
- CONTOUR (MAJOR)
- CONTOUR (MINOR)
- SET FENCE CONSTRUCTION STAKE
- EDGE OF PAVEMENT
- LIP OF GUTTER
- FACE OF CURB
- BACK OF CURB
- BACK OF SIDEWALK
- EDGE OF DRIVEWAY
- FLOWLINE
- APPROXIMATE BUILDING OUTLINE
- CHIMNEY
- APPROXIMATE FLOOR ELEVATION
- DECK
- CONCRETE PAD
- STEP
- PLANTER
- WATER LINE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- HOSE BIB
- IRRIGATION CONTROL VALVE
- SANITARY SEWER LINE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEAN-OUT
- STORM DRAIN
- STORM DRAIN MANHOLE
- AREA DRAIN
- STORM DRAIN CATCH BASIN
- ELECTRIC LINE
- UTILITY POLE
- GUY WIRE
- ELECTRIC VAULT
- UTILITY VAULT
- ELECTRIC METER
- STREET LIGHT
- LAMP POST
- GAS LINE
- GAS METER
- TELEPHONE LINE
- TELEPHONE STANDARD
- CABLE TELEVISION LINE
- CABLE TELEVISION BOX

- WOOD FENCE
- WIRE FENCE
- CHAIN LINK FENCE
- STREET SIGN
- SIGN POST
- MAIL BOX
- BOLLARD
- PILLAR
- RAILROAD TIE WALL
- RAILROAD TIE STEPS
- ROCK RETAINING WALL
- BRICK WALKWAY/PATIO
- CARMEL STONE

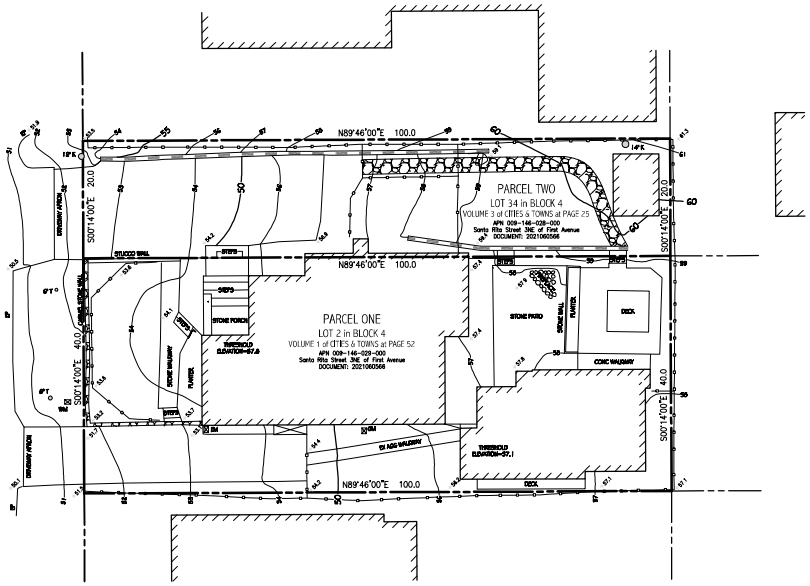
- AC — ASPHALT CONCRETE
- CS — CARMEL STONE
- CMP — CORRUGATED METAL PIPE
- CONC — CONCRETE SLAB
- DG — DECOMPOSED GRANITE
- EX AGG — EXPOSED AGGREGATE
- HDPE — HIGH DENSITY POLY ETHYLENE
- PCC — PORTLAND CEMENT CONCRETE
- PS — PAVER STONE
- PVC — POLY VINYL CHLORIDE
- RCP — REINFORCED CONCRETE PIPE
- TE — TRASH ENCLOSURE

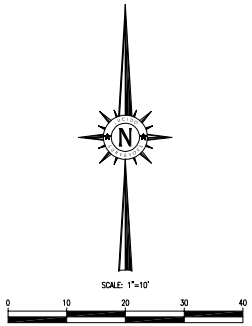
- EDGE OF FOLIAGE
- TREE WITH SIZE AND TYPE
- A — ACACIA
- C — CYPRESS
- K — OAK
- P — PINE
- R — REDWOOD
- T — TREE

- SPOT ELEVATION

PROJECT BENCHMARK
MAG NAIL & DISC
ELEV=50.00

SANTA RITA STREET
(A 50 FOOT WIDE CITY STREET)





BENCHMARK:
ELEVATIONS FOR THIS SURVEY ARE BASED ON AN ASSUMED DATUM. AN ELEVATION OF 50.0 HAS BEEN ASSIGNED TO A MAG NAIL & DISC SET IN THE PAVEMENT NEAR THE NORTHWESTERLY BOUNDARY CORNER OF THE SUBJECT PROPERTY AS SHOWN HEREON.

NOTES:

1. BOUNDARY LOCATIONS SHOWN HEREON WERE DETERMINED WITH THE BENEFIT OF A FIELD SURVEY SUPPLEMENTED BY RECORD DATA. ALL BOUNDARY DATA SHOWN HEREON ARE FROM THE RECORDS.
2. ENTITLEMENTS OR ENCUMBRANCES AFFECTING THIS PROPERTY MAY NOT NECESSARILY BE SHOWN.
3. DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
4. CONTOUR INTERVAL = ONE FOOT.
5. TREE TYPES (IF ANY) ARE INDICATED WHERE KNOWN. DIAMETERS OF TREES ARE SHOWN IN INCHES AND ARE APPROXIMATE ONLY, TO BE VERIFIED BY AN APPROVED ARBORIST PROVIDED BY OTHERS, PER AGREEMENT WITH THE SURVEYOR. TREES SMALLER THAN 6" IN DIAMETER MAY NOT BE NECESSARILY SHOWN. DIRECTION OF GROWTH AND DRIP LINE SHAPE TO BE VERIFIED BY OTHERS.
6. POSITION AND DIMENSIONS (IF ANY) OF BUILDINGS AND OTHER STRUCTURES ARE SHOWN HEREON APPROXIMATE ONLY DUE TO MEASUREMENT LIMITATIONS, IRREGULAR SHAPE OF BRICK FACING, POP-OUTS, BULL NOSE CORNERS, ETC. SQUARE FOOTAGE OF BUILDINGS (IF ANY) IS SHOWN APPROXIMATE ONLY, AND SUBJECT TO REVISION AT ANY TIME.
7. NOT ALL UTILITY BOXES AND/OR UTILITY STRUCTURES ARE SHOWN INCLUDING BUT NOT LIMITED TO HOSE BIBS AND IRRIGATION VALVES. ONLY THE VISIBLE UTILITY BOXES AND/OR UTILITY STRUCTURES THAT WERE CONSIDERED TO CONVEY THE GENERAL UTILITY CONDITIONS ARE SHOWN.
8. THIS MAP CORRECTLY REPRESENTS A SURVEY PREPARED BY ME AND/OR UNDER MY DIRECTION, FROM FIELD DATA COLLECTED IN FEBRUARY 2022.

TOPOGRAPHIC SITE SURVEY

OF

Santa Rita Street 3NE of First Avenue

PER

DOCUMENT: 2021060566

Records of Monterey County

PREPARED FOR

Karen and Mark Hobbs

BY

LUCIDO SURVEYORS

Boundary and Construction Surveys · Topographic and Planimetric Mapping
ALTA Surveys and GIS Database Management · Land Planning and Consulting

2 Saucito Avenue
DEL REY OAKS, CALIFORNIA 93940

info@lucidosurveyors.com
(831) 620-6032

SCALE: 1"=10'	PROJECT No. 2871	FEBRUARY 2022
CARMEL-BY-THE-SEA	COUNTY OF MONTEREY	STATE OF CALIFORNIA

ONE SHEET ONLY

Attachment 4

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

June 2, 2025
CONSENT AGENDA (Estimated time - 10 min)

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Jayme Fields, Finance Manager
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Adopt Resolution 2025-050 Authorizing the City Administrator to Execute Amendment No. 1 to a Professional Services Agreement with Regional Government Services Authority for a not-to-exceed amount of Seventy Eight Thousand Dollars ($78,000.00) and extending the term through June 30, 2026 for payroll consulting services.

RECOMMENDATION:

Adopt Resolution 2025-050 Authorizing the City Administrator to Execute Amendment No. 1 to a Professional Services Agreement with Regional Government Services Authority for a not-to-exceed amount of Seventy Eight Thousand Dollars ($78,000.00) and extending the term through June 30, 2026 for payroll consulting services.

BACKGROUND/SUMMARY:

The City utilizes a variety of consultants to assist with the development of complex projects impacting the quality of life within the city, especially with projects that require significant experience scoping fundamental processes and research to move forward in delivering larger projects. The City Administrator entered into an agreement with Regional Government Services Authority on September 6, 2024 for a not-to-exceed amount of Fifty Nine Thousand Nine Hundred and Ninety-Nine Dollars ($59,999.00) for a Payroll Consulting Services with an end date of August 31, 2025. Due to the specialized knowledge and expertise that is required in government payroll, the operational and regulatory oversight that they provide, and the success of the City's partnership with Regional Government Services Authority, the City Administrator is seeking authorization for Amendment No.1 to increase by an additional Seventy Eight Thousand Dollars ($78,000.00) and extend the contract end date to June 30, 2026.

According to the Carmel-by-the-Sea Municipal Code, contracts exceeding Fifty Nine Thousand Nine Hundred and Ninety Nine Dollars ($59,999) shall be entered into only by Council authorization. The proposed recommendation for City Council consideration is to authorize the City Administrator to execute an Amendment No. 1 to the existing agreement with Regional Government Services Authority that will increase it by an additional Seventy Eight Thousand Dollars ($78,000.00) for a new not-to-exceed amount of One Hundred Thirty-Seven Thousand Nine Hundred and Ninety-Nine Dollars ($137,999.00) with an end date of June 30, 2026.

FISCAL IMPACT:

The funds to cover this agreement increase will be absorbed in the FY 25-26 budget.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1) Resolution 2025-050
Attachment 2) Contract Amendment 1 with RGS

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2025-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH REGIONAL GOVERNMENT SERVICES AUTHORITY FOR CONSULTING SERVICES FOR A NOT-TO-EXCEED AMOUNT OF ONE HUNDRED THIRTY SEVEN THOUSAND NINE HUNDRED AND NINETY DOLLARS ($137,999.00) AND EXTENDING THE TERM THROUGH JUNE 30, 2026

WHEREAS, on September 6, 2024, the City Administrator entered into a Professional Services Agreement with Regional Government Services Authority for project development consulting services in the amount of Fifty-Nine Thousand Nine Hundred and Ninety-Nine Dollars ($59,999.00) for a Payroll Consulting Services; and

WHEREAS, the contract with Regional Government Services Authority was scheduled to end in August of 2025; and

WHEREAS, the services of Regional Government Services Authority have proven to be effective and efficient resulting in a plant to extend the contract; and

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

WHEREAS, the Carmel-by-the-Sea Municipal Code requires contracts exceeding $59,999 to be entered into only by Council authorization.

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

Authorize the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Regional Government Services Authority for payroll consulting services a not-to-exceed amount of One Hundred Thirty-Seven Thousand Nine Hundred and Ninety-Nine Dollars ($137,999.00) and extending the contract through June 30, 2026.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of June, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dale Byrne
Mayor

ATTEST:

Nova Romero, MMC
City Clerk

AMENDMENT NO. 1
AGREEMENT NUMBER ADM-RGS-106-24-25
Payroll Consulting Services

1. This amendment (the "Amendment") is made by City of Carmel-by-the-Sea (hereinafter "City") and Regional Government Services Authority (hereinafter "Consultant"), parties to Agreement ADM-RGS-106-24-25 (the "Agreement") executed on September 12, 2024.

2. The Agreement is amended as follows:

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

The work under this Agreement will commence by September 6, 2024 and must be completed by June 30, 2026 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. Section 2.A (Compensation) of the Agreement is amended and restated as follows:

Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Fee Schedule (Exhibit "B"), in a total amount not-to-exceed One Hundred Thirty-Seven Thousand Nine Hundred Ninety-Nine Dollars ($137,999.00). Such compensation is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

4. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Amendment and to bind the parties to the performance of its obligations.

5. This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

6. If any term, condition, or covenant of this Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Amendment will not be affected and the Amendment will be read and construed without the invalid, void or unenforceable provision.

CONSULTANT:

By: _____ Date: _____

Name: _____

Title: _____

Company: _____

CITY:

By: _____ Date: _____
Chip Rerig, City Administrator

ATTEST:

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

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

June 2, 2025
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2025-051 ratifying appointments to the Community Activities Commission, Harrison Memorial Library Board of Trustees, Historic Resources Board, and the Forest and Beach Commission (Estimated time - 5 min)

RECOMMENDATION:

Adopt Resolution 2025-051 ratifying appointments to the Community Activities Commission, Harrison Memorial Library Board of Trustees, Historic Resources Board, and the Forest and Beach Commission.

BACKGROUND/SUMMARY:

The City of Carmel-by-the-Sea Boards and Commissions play a vital role in shaping the future of Carmel-by-the-Sea. These volunteer bodies advise the City Council on key issues within their areas of expertise, helping to identify challenges, explore solutions, and recommend actions for consideration.

Board and Commission members also serve as an important link between the community and local government by ensuring that residents' voices are heard, concerns are addressed, and public input informs City decision-making. By helping to reconcile different viewpoints, they promote balanced, thoughtful outcomes that align with the City's overall goals.

Serving on a City Board or Commission is a meaningful way to get involved in local government and make a real difference in the community. It's a chance to dive into the issues that matter most to Carmel-by-the-Sea, offer thoughtful input to City Council, and help guide decisions that shape our city's future. Along the way, members gain a deeper understanding of how the City works and play a hands-on role in tackling challenges, setting priorities, and supporting a vibrant community.

Application and Recruitment Process

In compliance with state law, the City publishes a list each December of all board and commission terms set to expire the following year. Between February and March 2025, the City advertised for open seats on several boards and commissions with current vacancies or expiring terms at the end of May 2025:

- Community Activities Commission – 5 seats

- Harrison Memorial Library Board of Trustees - 2 seats
- Historic Resources Board - 1 seat
- Forest and Beach Commission – 1 seat

The application period ran from February 13th to March 21st. Current members with terms expiring in May were invited to re-apply by the deadline. For the Historic Resources Board, the application deadline was extended to May 2nd. The City received numerous qualified applications, and residency requirements were verified using the GIS assessment database.

An ad hoc committee, consisting of Mayor Byrne and Mayor Pro Tem Delves, conducted interviews in April and May of all new applicants. Applicants interviewed within the past 6 months were also considered without the need to re-interview.

All applicants showed a strong commitment to serving the community, and the ad hoc committee is deeply grateful for the high level of interest. Redacted copies of all new applications recieved during this recruitment period are included as **Attachment 2**.

Term Lengths

Board and commission members typically serve four-year terms, with the exception of the Harrison Memorial Library Board of Trustees, whose members serve for three years. To maintain continuity, terms are staggered so that no more than two seats on any given board or commission expire in the same year.

Recommendation

The exceptional quality of applicants made the selection process by the ad hoc committee highly competitive. After careful consideration by the ad hoc committee, the following individuals are recommended for appointment:

Community Activities Commission:
Ellen Martin (term ending May 30, 2029)
Jeff Meacham (term ending May 30, 2029)
Judy Refuerzo (term ending May 30, 2028)
Maria Ruess (term ending May 30, 2028)
Katie Enea (term ending May 30, 2027)

Harrison Memorial Library Board of Trustees:
Billy Farina (term ending May 30, 2028)
Donna Jett (term ending May 30, 2028)

Historic Resources Board:
Bobbie Voris (term ending May 30, 2029)

Forest and Beach Commission:
Harry Ross (term ending May 30, 2029)

Next Steps

The City Council must formally ratify appointments to Boards and Commissions through a Resolution. The

attached Resolution (**Attachment 1**) includes the recommended appointments and requires a majority vote for approval.

Following Council approval, the City Clerk will administer the oath of office to each new member and provide them with a handbook outlining key policies and procedures and instructions on completing required training. The training sessions will be scheduled over the coming weeks or months to support members in their new roles. Additionally, the Department Head and staff liaison for each respective Board or Commission will personally connect with new appointees to provide a comprehensive onboarding. This process is designed to ensure that every member feels well-prepared and confident in carrying out their responsibilities.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

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

ATTACHMENTS:

Attachment 1) Resolution 2025-051
Attachment 2) Applications received (redacted)

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION NO. 2025-051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA RATIFYING APPOINTMENTS TO THE COMMUNITY ACTIVITIES COMMISSION, HARRISON MEMORIAL LIBRARY BOARD OF TRUSTEES, HISTORIC RESOURCES BOARD, AND FOREST AND BEACH COMMISSION

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

WHEREAS, terms of Board and Commission members are staggered, with no more than 2 members per board or commission having terms expiring within the same year; and

WHEREAS, between the period of February 13 and May 2, 2025, the City advertised and invited applications from the public for various boards and commissions; and

WHEREAS, during the application period the City received several qualified applications; and

WHEREAS, the Ad Hoc Committee, consisting of Mayor Byrne and Mayor Pro Tempore Delves conducted interviews and considered all applications received; and

WHEREAS, the Ad Hoc Committee is appreciative of all individuals who filled out an application and participated in the interview process, and after careful deliberation, have determined the most qualified applicants for appointment.

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

Appoint the following individuals to serve on the following City Boards and Commissions with terms beginning June 3, 2025:

Community Activities Commission:

- Ellen Martin (term ending May 30, 2029)
- Jeff Meacham (term ending May 30, 2029)
- Judy Refuerzo (term ending May 30, 2028)
- Maria Ruess (term ending May 30, 2028)
- Katie Enea (term ending May 30, 2027)

Harrison Memorial Library Board of Trustees:

- Billy Farina (term ending May 30, 2028)
- Donna Jett (term ending May 30, 2028)

Historic Resources Board:

- Bobbie Voris (term ending May 30, 2029)

Forest and Beach Commission:

- Harry Ross (term ending May 30, 2029)

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2nd day of June, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: ATTEST:

_____ _____

Dale Byrne, Mayor Nova Romero, MMC, City Clerk

Attachment 2

Recd by email 3.21.25

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

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

NAME Robin Petty Adams DATE 03-21-2025

RESIDENCE [redacted] Carmel ZIP 93921

MAILING ADDRESS [redacted] CITY Carmel ZIP 93921

RESIDENCE PHONE [redacted] BUSINESS PHONE _____

EMAIL [redacted]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? 10 years

Board or Commission Selection:

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

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

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

Revised July 16, 2019

Attachment 2

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

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

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

Reason for Interest in the Position:

I have always enjoyed being involved in community and civic opportunities. I have had extensive experience in combining these two worlds and I enjoy adding artistic flair, when appropriate for the cause, and/or scope of the event.

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

- Extensive experience in planning and executing events.
- Many years serving in community service.
- Non-profit volunteer for various organizations

I am a creative person who enjoys community involvement and meeting new people.

I would love the opportunity to be more involved in Carmel and plugging in to various community events.

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

I have owned a home in Carmel for 10 years and full time for 1 year.
I have spent this past year making local connections, however, this would be the first local position for me.

Education:

Institution	Course of Study	Degree Year (s)
Texas A&M University	BA. Communications & Journalism	1998

Revised July 16, 2019

Attachment 2

Employment Experience (Start with Most Recent):

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

Prior public service, civic or volunteer activities:

Organization: Junior League of Longview (Texas)	
Position: CHAIRWOMAN for School Supply Train	Year: 2015
Organization: Junior League of Longview	
Position: CHAIRWOMAN - Buckner Family Services Opportunity Camp	Year: 2013
Organization: Christian Heritage Classical School (Longview, TX)	
Position: CHAIRWOMAN - Proms, Banquets, etc.	Year: 2018 - 2024

[redacted]
Signature

Date 3/21/25

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

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

Revised July 16, 2019

Attachment 2

City of Carmel-By-The-Sea

MAR 21 2025

Office of the City Clerk

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

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

Submit application to the City Clerk's Office via email at cityclerk@ci.carmel.ca.us. You may also drop it off at City Hall, located at East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

Full Name Timothy John Blomgren **Date** 3/20/2025

Residence Address [redacted] **City** Carmel **Zip** 93923

Mailing Address [redacted] **City** Carmel **Zip** 93921

E-Mail [redacted] **Phone** 8[redacted]

Board or Commission Selection:

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

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	X
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p.m.)	

1) **Will you be available to attend board/commission meetings regularly? Yes** X **No** _____

2) **How long have you lived in Carmel-by-the-Sea?** Oct. 2010 (14 1/2 yrs.)

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

In accordance with Assembly Bill (AB) 1234 and AB 1661 appointed members are required to attend Public Service Ethics Training and Harassment Prevention Training upon appointment and every two years thereafter.

Do you agree to file all required statements and complete training in a timely manner as prescribed by law or the City's Conflict of Interest Code? Yes x **No**_____

4) **Reason for Interest in the Position:**

This is a very exciting time for the Carmel Public Library. As the Harrison Memorial Library building approaches its Centennial in 2028, a much-needed upgrade is being planned to this Bernard Maybeck designed historic structure. As I been involved with the library since my arrival in Carmel almost fifteen years ago, I would be honored to be involved in its renovation.
In addition, recently the Library has had some excellent programs from music in the library to lectures by well-known authors such as historian Douglas Brinkley, Tara Westover, and Susan Orlean. Alexandra Fallon, the Executive Director of the Library Foundation, and I have discussed possible authors for future events. Like I said, this is a real exciting time for the library and I would like to increase my involvement.

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

*I have served as a Library Volunteer from October 2010 to the present. In addition, I have served on the Carmel Public Library Board from 2016 to 2020 and was Board President 2019-2020. In addition, I am a live long learner and reader as I volunteered in my high school library in the 1970's.

*I am a volunteer driver with Meals-on-Wheels of the Monterey Peninsula from 2021 to the present.

*I was involved with the planning of the Carmel Centennial Celebration in 2016.

*I was a member of the Monterey County Civil Grand Jury for FY 2014-2015

*I was a City Planner with the City of San Francisco from 1993-2009.

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

None

7) Education:

Institution	Course of Study	Degree Year(s)
CSU East Bay	Geography	BS 1982
CSU Fresno	Urban/Regional Planning	MCRP 1986

8) Employment Experience (start with most recent):

Organization: Williams-Sonoma	
Position: Stock Associate	Year: 2020-2025
Organization: Sur La Table	
Position: Sales Associate	Year: 2014-2020
Organization: San Francisco Planning Department	
Position: City Planner	Year: 1993-2009

9) Prior public service, civic or volunteer activities:

Organization: Carmel Public Library	
Position: Library Volunteer	Year: 2010-present
Organization: Carmel Public Library Board	
Position: Board Member, Board President	Year: 2016-2020
Organization: Monterey County Civil Grand Jury	
Position: Member, Correspondence Secretary	Year: FY2014-2015

[redacted]

Signature

3/20/2025

Date

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

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!

Timothy J. Blomgren
[redacted]

Experience

Stock Associate. Williams-Sonoma, Monterey. October 2020-January 2025.
Received and processed incoming shipment. Audited Multi-SKU parcels. Prepared and packed items for out-going shipment. Performed Inventory Function.

Sales Associate. Sur La Table, Carmel-by-the-Sea, November 2014-August 2020.
Received and processed shipments. Engaged in customer service. Brand specialist in knives and cutlery. Point of Sale.

Shipping/Fulfillment, Macy's, Monterey, CA 2011-2013
Prepared and packed items for shipment. Scanned and addressed parcels.

City Planner, San Francisco Planning Department. 1993-2009

Volunteer/Community Activities

Volunteer Driver, Meals on Wheels Monterey Peninsula. 2021-present
Board of Trustees, Carmel Public Library. 2016-2020. (Board President, 2019-2020)
Library Volunteer, Carmel Public Library, 2010-present
Volunteer, Carmel Centennial Celebration, 2015-2016
Member, Monterey County Civil Grand Jury, Fiscal Year 2014-2015
Volunteer, Livermore High School Library, 1976=1978

Education

Master of City and Regional Planning. California State University, Fresno. 1986
Bachelor of Science. Geography. California State University, East Bay. 1982

Community Activities Commission

Attachment 2

MAR 10 '25 PM2:22

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

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

Submit application to the City Clerk's Office via email at cityclerk@ci.carmel.ca.us. You may also drop it off at City Hall, located at East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

Full Name RONALD CHARLAN M.D **Date** 3/8/25

Residence Addres [redacted] **City** _____ **Zip** _____

Mailing Address [redacted] **City** CARMEL **Zip** 93921

E-Mail [redacted] **Phone** [redacted]

Board or Commission Selection:

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

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	X
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p.m.)	

1) **Will you be available to attend board/commission meetings regularly? Yes** ✓ **No** _____

2) **How long have you lived in Carmel-by-the-Sea?** CARMEL / CARMEL BY THE SEA 40 years.

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

In accordance with Assembly Bill (AB) 1234 and AB 1661 appointed members are required to attend Public Service Ethics Training and Harassment Prevention Training upon appointment and every two years thereafter.

Do you agree to file all required statements and complete training in a timely manner as prescribed by law or the City's Conflict of Interest Code? Yes ✓ **No**_____

4) Reason for Interest in the Position:

(1) RECENT GRADUATE OF 2024 LEADERSHIP CARMEL PROGRAM CHAMBER OF COMMERCE
(2) PAST BOARD MEMBER OF CARMEL YOUTH CENTER
(3) BOARD MEMBER WITH MARY CHAMBERLIN AMERICAN INSTITUTION FOOD/WINE

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

(1) PART OWNER INVESTOR OF TWO WINERIES ALPHA OMEGA & TOLOSA —
(2) VOLUNTEER WITH TASTE OF CARMEL AS PART OF AMERICAN INSTITUTE OF FOOD AND WINE FOR YEARLY WINE/FOOD EVENTS.
(3) LEADERSHIP CARMEL 2024 DID PROJECT FOR SCENIC BEACH RENOVATION BOARD PROJECT —

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

(1) BOARD CARMEL YOUTH CENTER
(2) BOARD OF AMERICAN INSTITUTE OF FOOD AND WINE
(3) PAST CHEF OF ORTHOPEDICS COMMUNITY HOSPITAL (CHOMP)

Attachment 2

7) Education:

Institution	Course of Study	Degree Year(s)
UNIV OF CALIF UCLA	PRE-MED	1967-71
UNIV OF CALIF SAN FRANCISCO	MEDICAL SCHOOL	1971-75
UNIV OF COLORADO	SURGICAL RESIDENCY	1975-77
HARVARD	ORTHOPEDIC RESIDENCY	1977-81

8) Employment Experience (start with most recent):

Organization: RONALD N CHAPLAN MD	
Position: ORTHOPEDIC SURGEON	Year: 1981-2024
Organization:	
Position:	Year:
Organization:	
Position:	Year:

9) Prior public service, civic or volunteer activities:

Organization: COMMUNITY HOSPITAL	
Position: ORTHOPEDIC SURGEON — ORTHOPEDIC CHIEF FOR 1 TERM	Year: 40 YEARS 1 YEAR
Organization: CARMEL YOUTH CENTER	
Position: BOARD MEMBER	Year: 3 years
Organization: AMERICAN INSTITUTE OF FOOD AND WINE	
Position: BOARD MEMBER	Year: 5 years

[redacted]
Signature

3/8/25
Date

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

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!

City Resident

Attachment 2

City of Carmel-By-The-Sea

MAR 12 2025

Office of the City Clerk

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

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

Submit application to the City Clerk's Office via email at cityclerk@ci.carmel.ca.us. You may also drop it off at City Hall, located at East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

Full Name Kati Enea **Date** March 11, 2025

Residence Address [redacted] **City** CBTS **Zip** 93921

Mailing [redacted] **City** CBTS **Zip** 93921

E-Mail execdir@carmelchamber.org **Phone** [redacted]

Board or Commission Selection:

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

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	X
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p m.)	

1) **Will you be available to attend board/commission meetings regularly? Yes** X **No** _____

2) **How long have you lived in Carmel-by-the-Sea?** 13 years

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

In accordance with Assembly Bill (AB) 1234 and AB 1661 appointed members are required to attend Public Service Ethics Training and Harassment Prevention Training upon appointment and every two years thereafter.

Do you agree to file all required statements and complete training in a timely manner as prescribed by law or the City's Conflict of Interest Code? Yes_____ No_____

4) **Reason for Interest in the Position:**

As the Executive Director of the Carmel Chamber of Commerce, a longtime resident of Carmel-by-the-Sea, and a mother of CUSD students, I am deeply invested in the vibrancy and success of our community. My role at the Chamber, plus my 20+ years in event management, has given me experience in organizing and executing events that bring together residents, businesses, and visitors, fostering economic growth while preserving the unique charm of the village. As a parent, I understand the importance of creating engaging, family-friendly activities that enhance the quality of life for all generations. My deep connections with local businesses, civic organizations, and schools, combined with my passion for strengthening community traditions, make me a strong advocate for thoughtful, well-planned events that reflect the spirit and values of Carmel-by-the-Sea. I feel blessed to live in this beautiful community and it would be my

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

I am highly qualified to serve on the Events and Activities Commission, bringing over 20 years of experience in event management, from social to corporate events. As the Porsche Experience Manager, I hosted the Porsche Monterey Classic Party during Monterey Car Week, managing high-profile events with international guests. I also produced the Miss San Diego Pageant and other competitions for over a decade, showcasing my ability to coordinate large-scale productions.

As the Executive Director of the Carmel Chamber of Commerce, I have successfully organized our signature events, as well as our monthly mixers and ribbon cuttings. As a longtime resident and mother of Carmel High School students, I am deeply connected to our school and family community. I have served most of my parenting years on a PTA or council, advocating for our students and connecting our parents with school culture. My strong connections with local businesses, civic organizations, and schools allow me to understand and prioritize community needs.

I enjoy working with the City of Carmel staff and council, Visit Carmel, and other organizations that

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

Carmel Chamber of Commerce, Executive Director
Visit Carmel, Advisory Board Member
Padre Parents, CHS PTO, Secretary

7) Education:

Institution	Course of Study	Degree Year(s)
San Diego State University	Political Science/Women's Studies	4

8) Employment Experience (start with most recent):

Organization: Carmel Chamber of Commerce	
Position: Executive Director	Year: 2024-present
Organization: Illusions of Grandeur	
Position: Event Sales & Production Manager	Year: 2021-2024
Organization: Porsche Monterey	
Position: Customer Experience Manager	Year: 2018-2021

9) Prior public service, civic or volunteer activities:

Organization: CUSD, PTO at River School, Carmel Middle, Carmel High School	
Position: Board President, Secretary, 8th Grade Activities, CHS Events Director	Year: 2015-present
Organization: Miss California Organization	
Position: Executive Director	Year: 2005-2015
Organization:	
Position:	Year:

[redacted]

Signature

3/12/25

Date

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

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!

City of Carmel-By-The-Sea

MAR 18 2025

Office of the City Clerk

Forest & Beach or HML Trustees (Sphere of Influence)

Attachment 2

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

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

Submit application to the City Clerk's Office via email at cityclerk@ci.carmel.ca.us. You may also drop it off at City Hall, located at East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

Full Name Billy Farina **Date** March 18, 2025

Residence Address [redacted] **City** Carmel **Zip** 93923

Mailing Add [redacted] **City** Carmel **Zip** 93921

E-Mail [redacted] **Phone** [redacted]

Board or Commission Selection:

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

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	X
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	X
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p.m.)	

1) **Will you be available to attend board/commission meetings regularly? Yes** X **No** _____

2) **How long have you lived in Carmel-by-the-Sea?** Relocated here full time in 2

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

In accordance with Assembly Bill (AB) 1234 and AB 1661 appointed members are required to attend Public Service Ethics Training and Harassment Prevention Training upon appointment and every two years thereafter.

Do you agree to file all required statements and complete training in a timely manner as prescribed by law or the City's Conflict of Interest Code? Yes__X____ No_____

4) **Reason for Interest in the Position:**

I want to be more engaged in the community and create a sense of purpose through community service.
I retired in December 2019 and we went on a journey to discover where we wanted to live the rest of our lives. Our first stop in January 2020 was Carmel by the Sea. In less than 24 hours we knew we found our forever home town. In January 2020 we bought a home and spent 4 years doing a renovation.
This area is so unique in the diversity of the environment, the community and the residents. I believe there is an obligation to protect, nurture and evolve our wonderful community so present

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

During my 30 plus year career, I learned from every perspective of business. I started as a front line employee as an Account Executive and worked my way to President. Each role was an education in leadership, problem solving and understanding human dynamics. The company I worked for had over 40 different locations throughout the country, ranging from big cities to rural communities. I gained a understanding regarding the different impact to the community that was created by community leaders, business leaders, local government and local residents either working together or unfortunately working against each other.

I have also been involved with numerous boards both as a board member and as the Chair. I understand the dynamics of working for solutions through an organization's board and have a track record of bringing different perspectives and agendas into a cohesive and mutually acceptable solution through compromise and data.

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

NA

7) Education:

Institution	Course of Study	Degree Year(s)
University of Arizona	Political Science	Bachelor of Science i
University of Arizona	Radio and Television	Bachelor of Arts in 19
University of Connecticut	Business Administration	MBA in 1992

8) Employment Experience (start with most recent):

Organization: Cox Media Group	
Position: President	Year: 2018 - 2019
Organization: Cox Communications	
Position: Various positions over a 30+ year career, started as an Account Execut	Year: 1984 - 2018
Organization:	
Position:	Year:

9) Prior public service, civic or volunteer activities:

Organization: numerous company sponsored activities around environmental, housing, children's organizations	
Position: volunteer for the different causes and organizations through this time pe	Year: 1985 - 2019
Organization:	
Position:	Year:
Organization:	
Position:	Year:

Signature **Date**

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

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!

Library, CAC & Forest & Beach App

Attachment 2

resident

RECEIVED
JAN 03 2025
BY:

City of Carmel-By-The-Sea
FEB 21 2025
Office of the City Clerk

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

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

NAME Donna Jell DATE ~~1/3/2025~~ 2/21/25

RESIDENCE ADDRESS [redacted] CITY Carmel ZIP 93921

MAILING ADDRESS [redacted] CITY Carmel ZIP 93921

RESIDENCE PHONE [redacted] SS PHONE

EMAIL [redacted]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? 28 years

Board or Commission Selection:

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

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

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

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

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

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

Reason for Interest in the Position: Served on F & B ad Hoc - believe I can assist.

Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying: Organizational Skills, Ability to understand complex issues.

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

Education:

Institution	Course of Study	Degree Year (s)
El Camino C.	Business & Speech	1993
MPC - History Art & Architect, Computer	1996 - 2005	

Employment Experience (Start with Most Recent):

Organization: Church of the Wayfarer	
Position: Wedding Coordinator	Year: 2008-2011
Organization: Cartwell & School	
Position: Administration	Year: 1997-2002
Organization:	
Position:	Year:

Prior public service, civic or volunteer activities:

Organization: Carmel Activities Commission	
Position:	Year: 2016 - Present
Organization: Carmel Woman's Club	
Position: Past President	Year: 2021-2023
Organization: Dining Hondo Benefit	
Position: Pacific Rep Theater - Volunteer	Year: 2021- Present
	1997- Present

[redacted]
Signature

1/3/2025
Date

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

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

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

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

Submit application to the City Clerk's Office via email at cityclerk@ci.carmel.ca.us. You may also drop it off at City Hall, located at East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

Full Name John Krisher **Date** February 14, 2025

Residence Addre [redacted] **City** Carmel-by-the-Sea **Zip** 93923

Mailing Address [redacted] **City** **Zip**

E-Mail [redacted] **Phone** 8[redacted]

Board or Commission Selection:

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

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	X
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p.m.)	

1) **Will you be available to attend board/commission meetings regularly? Yes** X **No** _____

2) **How long have you lived in Carmel-by-the-Sea?** 31 years

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

In accordance with Assembly Bill (AB) 1234 and AB 1661 appointed members are required to attend Public Service Ethics Training and Harassment Prevention Training upon appointment and every two years thereafter.

Do you agree to file all required statements and complete training in a timely manner as prescribed by law or the City's Conflict of Interest Code? Yes X **No**_____

4) **Reason for Interest in the Position:**

Since retiring, I now have time to devote to community service. Our library has always been very important to me, actually supplementing my education and most definitely enriching my life. During countless hours driving, I listened to many inspiring books-on-tape with diverse topics including history, biographies and travel. Our library opened the world to me.

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

Throughout my trucking career, I was accountable for purchasing equipment, supervising maintenance costs and assuring compliance with environmental and state regulations. I applied for, negotiated and received grants from the Air Resources Board for new equipment that would exceed clean air directives.
From 1973 to 1986, I managed and operated my own successful trucking business being responsible for all decisions and financial considerations.
Through these business experiences, I have learned good judgment, problem solving and fiscal competence.

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

I am currently President of the Harrison Memorial Library Board of Trustees soon to complete a 2-year term. Prior to serving as President, I held the position of Harrison Memorial Library Board Treasurer and have been on the Board since December 2020.
Additionally, I have been a contributor to the Carmel Public Library Foundation for the past 25 years.

7) Education:

Institution	Course of Study	Degree Year(s)
Warrior Run High (PA)	Technical	1968

8) Employment Experience (start with most recent):

Organization: Beverly's Fabrics	
Position: Transportation Driver/Manager	Year: 2005-2015 (until retirement)
Organization: Frito-Lay	
Position: Tractor Trailer Driver	Year: 1986-2005
Organization: Trucking Business Owner	
Position: Owner/Driver	Year: 1972-1986

9) Prior public service, civic or volunteer activities:

Organization: Rotary International	
Position: Membership Committee and Volunteer	Year: 2022-present
Organization: AT&T Golf Tournament at Pebble Beach	
Position: Marshal	Year: 2000-2024
Organization: Carmel Heritage Society	
Position: Docent and Volunteer	Year: 2016-2025

[redacted]

Signature

February 14, 2025

Date

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

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!

Attachment 2

City of Carmel-By-The-Sea
MAY 02 2025
Office of the City Clerk

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

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

Submit application to the City Clerk's Office via email at cityclerk@ci.carmel.ca.us. You may also drop it off at City Hall, located at East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

Full Name LEONARD LAZARUS **Date** 5/1/25

Residence Address [redacted] **City** CARMEL **Zip** 93923

Mailing Address [redacted] **City** CARMEL **Zip** 93922

E-Mail [redacted] **Phone** [redacted]

Board or Commission Selection:

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

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	X
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p.m.)	

1) **Will you be available to attend board/commission meetings regularly? Yes** X **No** _____

2) **How long have you lived in Carmel-by-the-Sea?** Have lived & worked in Carmel area for 30 years, born in Carmel Valley.

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

In accordance with Assembly Bill (AB) 1234 and AB 1661 appointed members are required to attend Public Service Ethics Training and Harassment Prevention Training upon appointment and every two years thereafter.

Do you agree to file all required statements and complete training in a timely manner as prescribed by law or the City's Conflict of Interest Code? Yes__X__ No_____

4) **Reason for Interest in the Position:**

I am interested in preservation of Carmel's unique historical architecture and culture. It is my desire to LEARN and be of service in the amelioration and stewardship of Carmel's many parks and public areas. I believe my years of local building and architecture would be an asset to the historical resource board.

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

I have a depth of local knowledge pretaining to historical architecture in Carmel and surrounding area. Being born and raised in Carmel Valley, the local builders - architects, the likes of M.J. Murphy, Hugh Comstock, George - Brook Kothlow; as well as nationally and globally recognized architects such as Wright, Stanton, and Greene that have always been the subject of my studies & building education. My focus and interest have always been in the spirit and vision of Frank Devendorf.

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

I have limited experience in terms of commissions, foundations and boards.
That expressed, I am eager and optimistic to my willingness to expand my knowledge base and understanding required to be an efficient and productive member of the Historical Resources Board.

Attachment 2

7) Education:

Institution	Course of Study	Degree Year(s)
HIGH SCHOOL	—	GRAD.
LOCAL SITE BUILDING	ARCHITECTURE & CONST.	30 yrs.

8) Employment Experience (start with most recent):

Organization: SELF	
Position: LEAD DESIGN BUILDER	Year: 2020 - PRESENT
Organization: ASTURI CONSTRUCTION	
Position: FOREMAN / BUILDER	Year: 2018 - 2020
Organization: COULTER DESIGN	
Position: LEAD BUILDER	Year: 2016 - 2018

9) Prior public service, civic or volunteer activities:

Organization: ROTARY	
Position: CAR WASH	Year: 2024
Organization:	
Position:	Year:
Organization:	
Position:	Year:

[redacted]

Signature

5/1/25

Date

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

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!

City of Carmel-By-The-Sea

MAR 20 2025

Office of the City Clerk

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

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

Submit application to the City Clerk's Office via email at cityclerk@ci.carmel.ca.us. You may also drop it off at City Hall, located at East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

Full Name Ellen Martin **Date** March 15, 2025

Residence Address [redacted] **City** Carmel **Zip** 93921

Mailing Address [redacted] **City** Carmel **Zip** 93921

E-Mail [redacted] **Phone** [redacted]

Board or Commission Selection:

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

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	X
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p.m.)	

1) **Will you be available to attend board/commission meetings regularly? Yes** X **No** _____

2) **How long have you lived in Carmel-by-the-Sea?** 30 years

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

In accordance with Assembly Bill (AB) 1234 and AB 1661 appointed members are required to attend Public Service Ethics Training and Harassment Prevention Training upon appointment and every two years thereafter.

Do you agree to file all required statements and complete training in a timely manner as prescribed by law or the City's Conflict of Interest Code? Yes X **No**_____

4) **Reason for Interest in the Position:**

I am passionate about fostering community engagement and promoting the arts as a means of connection and enrichment. As a longtime Carmel resident with over 30 years in the community, I have a deep appreciation for its cultural and artistic heritage. My previous experience serving on the Community Activities Commission during COVID gave me insight into the vital role this commission plays in enhancing the vibrancy of our city.

Through my ongoing work organizing public art projects, interactive events, and cultural programming, I have seen firsthand how community-driven activities bring people together and

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

Community Engagement & Event Planning
- Extensive experience organizing public events and community activities in Monterey, Carmel, and Monterey Peninsula, including Summer Nights at Archer Park, City Nights at Archer Park, Greenfield Harvest Festival, and First Night's signature event, First Night Monterey's New Year's Eve celebration.
- Expertise in curating family-friendly, cultural, and interactive experiences that foster community involvement.

Arts & Cultural Programming
- Proven leadership in developing public art projects, such as the interactive art sculpture "It's Going to Be" and the geometric art wall collaboration.
- Active role in promoting multidisciplinary arts programs for youth and families, ensuring accessibility and inclusivity in creative initiatives.

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

Previous Commission & Civic Involvement
- Past board member of the Community Activities Commission during COVID, bringing firsthand knowledge of city procedures and community needs.
- Deep familiarity with Carmel's cultural landscape, having lived in the city for over 30 years.
- Experience working with city officials, nonprofits, and stakeholders to enhance community well-being through arts and events.

Board Director, Vice President, Executive Committee,
Board Director, Vice President, Executive Committee,
OLD MONTEREY FOUNDATIONOLD MONTEREY FOUNDATION

7) Education:

Institution	Course of Study	Degree Year(s)
Southern University at Edwardsville	Arts and Humanities	
University of Illinois	Creative Arts and Video Production	BA

8) Employment Experience (start with most recent):

Organization: First Night Monterey	
Position: Executive Director	Year: Sept. 2005 to present
Organization: Marketing Consultant	
Position: Event Marketing and Programs Consultant, clients included: PBC, Real	Year: 2003-2005
Organization: Interex, HP User Group	
Position: HP World Marketing Program Manager	Year: 1999 - 2001

9) Prior public service, civic or volunteer activities:

Organization: Yellow Brick Road	
Position: Volunteer Store Staff, 1 day a week	Year: 2001-2006
Organization: Concours de Elegance	
Position: Chair of the RetroAuto venue at the Pebble Beach Concours de Elegan	Year: Jan 2008 - Aug 2020
Organization: Arts Council for Monterey County	
Position: Champion of the Arts Steering Committee	Year: Jul 2015 - Jan 2020

[redacted]

Signature

3/18/2025

Date

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

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!

City of Carmel-By-The-Sea

MAR 21 2025

Office of the City Clerk

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

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

Submit application to the City Clerk's Office via email at cityclerk@ci.carmel.ca.us. You may also drop it off at City Hall, located at East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

Full Name Jeffrey A. Meacham **Date** 03/21/2025

Residence Addr [redacted] **City** Carmel By The Sea **Zip** 93921

Mailing Address [redacted] **City** Carmel By The Sea **Zip** 93921

E-Mail [redacted] **Phone** [redacted]

Board or Commission Selection:

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

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	X
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p.m.)	

1) **Will you be available to attend board/commission meetings regularly? Yes** X **No**_____

2) **How long have you lived in Carmel-by-the-Sea?** 2 Years

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

In accordance with Assembly Bill (AB) 1234 and AB 1661 appointed members are required to attend Public Service Ethics Training and Harassment Prevention Training upon appointment and every two years thereafter.

Do you agree to file all required statements and complete training in a timely manner as prescribed by law or the City's Conflict of Interest Code? Yes X **No**_____

4) **Reason for Interest in the Position:**

As a local business owner deeply invested in the fabric of Carmel-by-the-Sea, I am passionate about enhancing community connection and fostering meaningful engagement among residents and visitors alike. Through my work at De Tierra Vineyards over the past couple of years, I have seen firsthand the value of creating spaces and experiences that bring people together in a welcoming and inclusive environment.

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

One of my proudest accomplishments has been the launch of our Friends of De Tierra program—a community-driven initiative that promotes collaboration with local businesses, encourages residents and visitors to stay and shop local, and creates unique opportunities for connection through events, partnerships, and shared experiences. This program has not only enriched our relationships within the community but has also contributed to a greater sense of togetherness and support among neighbors, small businesses, and nonprofits.

I believe that by joining the Community Activities Commission, I can contribute to the City's mission of encouraging interaction and celebrating the special character of our town. My goal is to build on the momentum of the work I've done and help shape events and initiatives that enrich lives, promote inclusiveness, and foster lasting community bonds.

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

7) Education:

Institution	Course of Study	Degree Year(s)
Diablo Valley College	Computer Science	

8) Employment Experience (start with most recent):

Organization: De Tierra Vineyards	
Position: Owner / Managing Partner	Year: 2023 - Present
Organization: Red Hat, Inc	
Position: Solution Specialist	Year: 2018 - Present
Organization: CenturyLink	
Position: Director, Business Development	Year: 2013 - 2018

9) Prior public service, civic or volunteer activities:

Organization: Carmel Chamber of Commerce	
Position: Ambassador	Year: 2024 - Present
Organization: Knights of the Vine, Monterey Chapter	
Position: Member	Year: 2024 - Present
Organization:	
Position:	Year:

[redacted]

Signature

03/21/2025

Date

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

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!

Forest + Beach
(Sphere of Influence)
Attachment 2

City of Carmel-By-The-Sea

MAR 03 2025

Office of the City Clerk

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

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

Submit application to the City Clerk's Office via email at cityclerk@ci.carmel.ca.us. You may also drop it off at City Hall, located at East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

Full Name Gerald Montmorency **Date** 02272025

Residence Address [redacted] **City** Carmel **Zip** 93923

Mailing Address [redacted] **City** Carmel **Zip** 93921

E-Mail [redacted] **Phone** [redacted]

Board or Commission Selection:

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

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	X
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p.m.)	

1) **Will you be available to attend board/commission meetings regularly? Yes** X **No** _____

2) **How long have you lived in Carmel-by-the-Sea?** 23+ years since 1948

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

In accordance with Assembly Bill (AB) 1234 and AB 1661 appointed members are required to attend Public Service Ethics Training and Harassment Prevention Training upon appointment and every two years thereafter.

Do you agree to file all required statements and complete training in a timely manner as prescribed by law or the City's Conflict of Interest Code? Yes x **No**_____

4) **Reason for Interest in the Position:**

I have valued Carmel's forests, parks, beaches, and open spaces growing up here from 1948. I experienced small shifts among revival, containment, and elimination in Carmel's natural and man-made environment: which trees to plant; if any, beach enjoyment without harm; "natural" park or "developed" space, fauna and flora. Participating as a Commissioner for the last year, I appreciate even more the nuances and finer details of this Commission, the City, and our goals. I would like to continue to help facilitate a continued and balanced approach between landowners and the community-at-large in maintaining our rare meeting of land and sea for generations to come.

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

For 17 years until 2017, I was President and Chair of our 350 acre, 1,055 home (single family) HOA in Oakland. The HOA's founding vision remains today: people and nature intertwined as one community. I led the continuing effort of this neighborhood's 100-year old vision to safely maintain our urban forest with its large public access park, seven pocket parks, innumerable paths, and many oaks, redwoods, and Monterey pines, plus 434 sycamore street trees, among many species of flora and fauna. Our sustainability plan looked 80 years ahead and was reviewed annually.

Spending many summers in 400 acres of stream-fed meadowland and forest on a family ranch in the Sierra Nevada, I learned the ways of the forest and took a great interest in its trees, wildlife, and evolution. I managed 2,000,000+ board-feet of second growth yellow and sugar pine, white fir, and cedar.

Enjoying my youth on Carmel's Ocean Beach and traveling to many others with my wife, I appreciate the communion of sea and shore. While perhaps less directly relevant, my semi-knowledgeable perspective adds to the conversation. I have experienced changes to the beach inherent in the seasonally variable and ongoing renewal in the long-term impacts of nature. Our rare beach asset needs demand resident-tourist balance along with a recognition of preserving its value to our future.

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

NONE.

7) Education:

Institution	Course of Study	Degree Year(s)
UC Berkeley	business administration	1970 (BS)
USC	finance	1973 (MBA)

8) Employment Experience (start with most recent):

Organization: Self employed	
Position: Corporate finance consultant	Year: 1988-2006
Organization: Sports Restaurants, Inc.	
Position: SVP & Chief Financial Officer	Year: 1983-1987
Organization: Wendy's International, LLC	
Position: Sr. Financial Analyst / Accounting Manager	Year: 1979-1983

9) Prior public service, civic or volunteer activities:

Organization: Lakeshore Homes Association	
Position: President & Board Chair	Year: 1999-2017
Organization: California Alpine Club	
Position: Finance Committee	Year: 2020-present
Organization: United Way Central Tennessee	
Position: Allocation Committee Chair	Year: 1988-1990

[redacted]

Signature

02272025

Date

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

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!

HML (Shere of Influence)

City of Carmel-By-The-Sea Attachment 2

FEB 25 2025

Office of the City Clerk

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

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

Submit application to the City Clerk's Office via email at cityclerk@ci.carmel.ca.us. You may also drop it off at City Hall, located at East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

Full Name Phillip C Pardue **Date** February 24, 2025

Residence Address [redacted] **City** Carmel **Zip** 93923

Mailing Address [redacted] **City** Carmel **Zip** 93923

E-Mail [redacted] **Phone** [redacted]

Board or Commission Selection:

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

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	X
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p.m.)	

1) **Will you be available to attend board/commission meetings regularly? Yes** X **No**_____

2) **How long have you lived in Carmel-by-the-Sea?** 8 years in Shpere of Influence

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

In accordance with Assembly Bill (AB) 1234 and AB 1661 appointed members are required to attend Public Service Ethics Training and Harassment Prevention Training upon appointment and every two years thereafter.

Do you agree to file all required statements and complete training in a timely manner as prescribed by law or the City's Conflict of Interest Code? Yes__X____ No_____

4) **Reason for Interest in the Position:**

At a time when Public Libraries are under increasing pressure to justify their existence, the Harrison Memorial Library remains an intellectual hub in our community and serves as a much needed social center of focus for a significant segment of our residents. Where else can you walk through stacks of publications and discover new interests in the very next book, magazine, newspaper, library programs or lecture series. This is not to say that the Harrison Memorial Library should not change with the times and provide increased online access, just that with careful management and oversight the best of both worlds can be acheived.

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

Eight years on the Carmel Library Board of Trustees that included terms as Treasurer, Vice President and President during the COVID Pandemic. Prior to joining the Board of Trustees over 11 years experience leading and participating in teams conducting Navy and Joint Analysis. A proven record of achieving the highest levels of productivity and efficiency. An experienced manager and effective communicator with exceptional organizational skills. Experience includes: Coordinated the workload for and managed the execution of a diverse group of analytic teams on issues ranging from supply chain logistics, fleet readiness, and shore infrastructure to energy and environmental regulations; Manpower Analyst for the Chief of Naval Personnel Command; Established and led a cost/budget cell to provide rapid and accurate capabilities vs. cost vs risk analysis.

While at Johns Hopkins University Applied Physics Laboratory continued to manage the design, quality of work, and budget execution of numerous analytic studies over the past 14 years.

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

None.

7) Education:

Institution	Course of Study	Degree Year(s)
Vanderbilt University	B.S. Engineering	1983
Naval Postgraduate School	M.S. Operations Research	1990

8) Employment Experience (start with most recent):

Organization: Johns Hopkins University Applied Physics Library	
Position: Program Manager, Program Area Manager, Acting Mission Area Execu	Year: Sep 2011 - Present
Organization: Rand Corporation	
Position: Adjunct Staff — Research on the Life Cycle Cost of US Naval Vessels	Year: Dec 2016 - Aug 2018
Organization: U.S. Navy	
Position: Surface Warfare Officer	Year: 1983-2011

9) Prior public service, civic or volunteer activities:

Organization: California State Parks Monterey District	
Position: Docent for Point Sur Light Station and NAVFAC	Year: 2025 - Present
Organization: Rotary — Carmel Valley Chapter	
Position: Member	Year: 2024 - Present
Organization:	
Position:	Year:

[redacted]

Signature

February 24, 2025

Date

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

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!

Attachment 2

City of Carmel-By-The-Sea

MAR 21 2025

Office of the City Clerk

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

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

Submit application to the City Clerk's Office via email at cityclerk@ci.carmel.ca.us. You may also drop it off at City Hall, located at East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

Full Name Judy Gayl eRef uerzo **Date** 3/20/25

Residence Addres [redacted] **City** Carmel by the Sea **Zip** 93921

Mailing Address P [redacted] **City** Carmel by the Sea **Zip** 93921

E-Mail [redacted] **Phone** [redacted]

Board or Commission Selection:

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

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	X
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p.m.)	

1) **Will you be available to attend board/commission meetings regularly? Yes** X **No** _____

2) **How long have you lived in Carmel-by-the-Sea?** 16 yeas

7) Education:

Attachment 2

Institution	Course of Study	Degree Year(s)
davidji Meditation Acamdey	Masters of Meditation	2024
Bikram Yoga College of India	Yoga Asana	2004
Santa Clara University	Fine Arts	1989
APICS	CPIM	1996

8) Employment Experience (start with most recent):

Organization: Sweet Heat Yoga/ CVAC / Pasadera / Bikram Yoga Fremont	
Position: Yoga Teacher	Year: 2004 - current
Organization: Atheros, Cirrus Logic, AMD, LSI	
Position: Operations, Logistics manager fabless semiconductor companies	Year: 1991-2002
Organization: Top Secret Security Clearance - Special Access Programs	
Position:	Year: 1989-1991

9) Prior public service, civic or volunteer activities:

Organization: CACC	
Position: served on commission, Chair, Vice Chair	Year: 2013 - 2023
Organization: CRA	
Position: Board member, secretary	Year: 2011-2015
Organization: AT&T, US Open, Concours, Art & Film,	
Position: volunteer, block captain, docent,	Year: 2009 - current

[redacted]

Signature

3-20-25

Date

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

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!

Attachment 2

March 20, 2025

MAR 20 '25 PM4:27

To: Mayor Byrne and Members of the City Council

Subject: Appointment to the Community Activities Commission

Dear Honorable Mayor and Honorable Members of the City Council,

I wish to express my interest in returning to the Community Activities Commission. I have previously served for 10 years, which included the COVID years. Even though we could only meet on Zoom during that time, as a commission we continued to come up with ideas to engage with our residents.

I feel it is a very important Commission for residents and tourists, but we must always keep the residents in the forefront. The CAC as a commission has really not been accessible to the public/residents with meetings since two commissioners retired in 2023 and the City was not taking applications at that time. So I'm very excited to see the rebirth of the CAC and hope that I can be a part of it.

Thank you for your consideration.

[redacted]

Judy Refuerzo

City of Carmel-By-The-Sea
MAR 21 2025
Office of the City Clerk

(City Resident) F&B

Rec'd by email 3-21-2025

Attachment 2

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

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

Submit application to the City Clerk's Office via email at cityclerk@ci.carmel.ca.us. You may also drop it off at City Hall, located at East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

Full Name Harry Ross **Date** 3/21/2025

Residence [redacted] **City** Carmel **Zip** 93923

Mailing Address [redacted] **City** Carmel **Zip** 93923

E-Mail [redacted] **Phone** [redacted]

Board or Commission Selection:

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

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	X
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p.m.)	

1) **Will you be available to attend board/commission meetings regularly? Yes** X **No** _____

2) **How long have you lived in Carmel-by-the-Sea?** 3 years (full time)

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

In accordance with Assembly Bill (AB) 1234 and AB 1661 appointed members are required to attend Public Service Ethics Training and Harassment Prevention Training upon appointment and every two years thereafter.

Do you agree to file all required statements and complete training in a timely manner as prescribed by law or the City's Conflict of Interest Code? Yes X_____ **No**_____

4) **Reason for Interest in the Position:**

I have a life-long connection to Carmel, especially with two things that make Carmel unique- the beach and the urban forest. My family vacationed here when I was young, and as I grew older, the pull of Carmel never lessened.

My husband and I bought our first home in Carmel in 2004, while we were living full time in Seattle. We are on our third home here and moved here full time in 2021. We are both retired, and I have been looking for something that would allow me to actively contribute back to the city I love.

I walk the Carmel beach with my dogs every morning (OK, maybe not when it's pouring rain!), so

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

My background in business and customer service could benefit the Commission in the following ways:
I understand complex issues and I have the ability to look at multiple sides of an issue, without getting bogged down in too much detail. I am not afraid to make a decision after considering those different points of view, and not afraid to revisit decisions as circumstances change.
My customer service background keeps me grounded in serving the "customer"- in this case the people that live, work and play in Carmel. I try to look at things from the customer's point of view and use that as part of my decision-making process.
My retail background taught me the importance of both long term and short-term planning. In retail, you need to be strategic about the long game but also plan for events that need immediate attention.
I am a strong communicator and comfortable in front of large groups.

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

I do not have any interests or investment in any local associations.

7) Education:

Attachment 2

Institution	Course of Study	Degree Year(s)
Cal State Univ Sacramento	Political Science	1981
University of Washington	Human Resources	2013

8) Employment Experience (start with most recent):

Organization: Cascade Designs Inc	
Position: VP Human Resources	Year: 2016-2023
Organization: Brenthaven	
Position: Director Human Resources	Year: 2013-2016
Organization: Macy's	
Position: District VP of Stores, VP Store Manager	Year: 1994-2012

9) Prior public service, civic or volunteer activities:

Organization: Ten Thousand Villages Seattle	
Position: Board Member	Year: 2013-2014
Organization:	
Position:	Year:
Organization:	
Position:	Year:

Harry Ross

Signature

March 21, 2025

Date

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

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!

City of Carmel-By-The-Sea

MAR 31 2025

Office of the City Clerk

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

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

Submit application to the City Clerk's Office via email at cityclerk@ci.carmel.ca.us. You may also drop it off at City Hall, located at East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

Full Name Maria E. Rengifo-Ruess **Date** 27 March 2025

Residence Address [redacted] **City** Carmel **Zip** 93921

Mailing Address [redacted] **City** Carmel **Zip** 93921

E-Mail [redacted] **Phone** [redacted]

Board or Commission Selection:

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

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	X
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p.m.)	

1) **Will you be available to attend board/commission meetings regularly? Yes** X **No** _____

2) **How long have you lived in Carmel-by-the-Sea?** 8 years

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

In accordance with Assembly Bill (AB) 1234 and AB 1661 appointed members are required to attend Public Service Ethics Training and Harassment Prevention Training upon appointment and every two years thereafter.

Do you agree to file all required statements and complete training in a timely manner as prescribed by law or the City's Conflict of Interest Code? Yes X **No**_____

4) **Reason for Interest in the Position:**

I am a full time resident with an interest in working with our community members and city officilas to make our city an even better place for people to live and visit. I am encouraged by the efforts being done, yet excited to be part of a team that makes our city a welcoming place that allows all to enjoy the beauty, quaintness, and uniqueness of what we call "our village". I am interested in assisting and participating in activities such as the Carmel Farmers Market, Car Week, Carmel Internationl Film Festival, and music in the park while looking at areas to expand and further encourage the arts (photography is one of my hobbies), family activities, and outdoor events.

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

I am a retired executive with extensive exprience in managing teams and resources, assessing projects, implementing solutions, developing strategic plans, and organizing activities with groups of all sizes. I have experience in personnel and program management experience, resource allocation, financial understanding, and budget analysis and implementation with a focus Return on Investment (ROI).

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

Monterey Peninsula College (MPC) Foundation -- 2021 to present
- Board member
- Executive Committee member & Finance Committee member
- Served as Treasurer
- Serving as Secretary

7) Education:

Institution	Course of Study	Degree Year(s)
George Washington University	MBA	1995
Pontificia Universidad Javeriana	BS, Industrial Engineering	1986

8) Employment Experience (start with most recent):

Organization: LSCW, LLC	
Position: Founder & CEO	Year: 2015 - Present
Organization: California State University Monterey Bay	
Position: Adjunct Professor	Year: 2017 - 2022
Organization: Lockheed Martin Corporation	
Position: Vice President, International Business Development	Year: 2000 - 2015

9) Prior public service, civic or volunteer activities:

Organization: Barry Goldwater Scholarship & Excellence in Education Foundation	
Position: Board member, Vice-chair and chair of Governance committee	Year: 2010 to present
Organization: Great Minds in STEM	
Position: Board member, chair of Strategy Committee, chair of Governance & Nominations Committee	Year: 2006 to 2025
Organization: College of Undergraduate Research (CUR) Goldwater Scholar	
Position: Member of the Faculty Mentor Award review team	Year: 2018 to 2023

[redacted]

Signature

27 March 2025

Date

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

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!

Attachment 2

City of Carmel-By-The-Sea

MAY 02 2025

Office of the City Clerk

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

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

Submit application to the City Clerk's Office via email at cityclerk@ci.carmel.ca.us. You may also drop it off at City Hall, located at East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

Full Name Rebekah Saroyan **Date** May 2nd 2025

Residence Address [redacted]y **City** Marina **Zip** 93933

Mailing Address [redacted] **City** Carmel **Zip** 93921

E-Mail [redacted]m **Phone** [redacted]

Board or Commission Selection:

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

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	X
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p.m.)	

1) **Will you be available to attend board/commission meetings regularly? Yes** X **No** _____

2) **How long have you lived in Carmel-by-the-Sea?** Moving back into town- lived 2

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

In accordance with Assembly Bill (AB) 1234 and AB 1661 appointed members are required to attend Public Service Ethics Training and Harassment Prevention Training upon appointment and every two years thereafter.

Do you agree to file all required statements and complete training in a timely manner as prescribed by law or the City's Conflict of Interest Code? Yes X No_____

4) Reason for Interest in the Position:

I'm applying for the Carmel Historic Resources Board because I'm deeply committed to preserving the rich architectural heritage and cultural character that make Carmel-by-the-Sea so unique. As a local Realtor and longtime community member, I understand both the historical significance of our town's landmarks and the balance needed to thoughtfully steward them for future generations. I'm passionate about contributing my knowledge of local properties, my appreciation for historic craftsmanship, and my collaborative spirit to ensure that Carmel's charm and history are honored and protected.

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

I work directly under my father-in-law, Al Saroyan, a notable architect whose lifelong passion has been preserving the historic charm of Carmel-by-the-Sea. Through this close mentorship, I've gained firsthand experience and a deep appreciation for the architectural integrity and historical significance of our community's homes and landmarks. As a local Realtor, I have an intimate understanding of Carmel's neighborhoods, its historic properties, and the stories that give them meaning. My ties to the community run deep. My husband was raised here, our two young children will be attending schools in the Carmel School District, and we are actively engaged in local life, whether it's story time at the library, playing at the parks, participating in the Carmel Woman's Club, or helping families find their forever homes. By nature, I am a preservationist. My work, family life, and personal values all reflect a deep love for Carmel. Serving on the Historic Resources Board would be an opportunity to contribute that passion and experience in a way that protects and honors the character of the village for future generations.

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

Monterey Birth Network
Carmel Womans Club
MCAR
SNIP
Saroyan Construction

7) Education:

Institution	Course of Study	Degree Year(s)
MPC	Business	N/A

8) Employment Experience (start with most recent):

Organization: Coldwell Banker	
Position: Realtor	Year: 2020
Organization: Saroyan Construction	
Position: Media Relations	Year: 2021
Organization: Carmel Staging Company	
Position: Owner	Year: 2021

9) Prior public service, civic or volunteer activities:

Organization: Carmel Womans Club	
Position: Member	Year: 2024
Organization: San Carlos Cathedrial	
Position: Volunteer/ member	Year: 2020
Organization: Carmel Chamber of Commerce	
Position: Volunteer	Year: 2019

[redacted]

Signature

May 2nd, 2025

Date

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

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!

FHB
City Resident Attachment 2
City of Carmel-By-The-Sea

MAR 03 2025

Office of the City Clerk

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

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

Submit application to the City Clerk's Office via email at cityclerk@ci.carmel.ca.us. You may also drop it off at City Hall, located at East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

Full Name Roberta "Bobbie" Voris **Date** 3-1-25

Residence Address To [redacted] **City** Carmel **Zip** 93921

Mailing Address [redacted] **City** Sacramento **Zip** 95833

E-Mail [redacted] **Phone** 9[redacted]

Board or Commission Selection:

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

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	X
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p.m.)	

1) **Will you be available to attend board/commission meetings regularly? Yes** X **No** _____

2) **How long have you lived in Carmel-by-the-Sea?** Have owned my houses for 32 years

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

In accordance with Assembly Bill (AB) 1234 and AB 1661 appointed members are required to attend Public Service Ethics Training and Harassment Prevention Training upon appointment and every two years thereafter.

Do you agree to file all required statements and complete training in a timely manner as prescribed by law or the City's Conflict of Interest Code? Yes X **No**_____

4) **Reason for Interest in the Position:**

As a longtime owner of two historic houses in Carmel, I have an especially strong interest in Carmel-by-the-Sea's history and maintaining its historic resources.

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

Architecture major at Cal Poly, San Luis Obispo. I did not graduate, got my "PHT" instead (Putting Hubby Through.)
As a longtime owner of the first two Hugh Comstock houses, I have decades of experience and knowledge of the Secretary of the Interior's Standards for the Treatment of Historic Properties because, as resources would allow, I've added a foundation to both houses, upgraded the electrical systems, re-roofed and added on to the structures, along with many other things.

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

Limited Partner/Investor in Chez Noir, a local restaurant on 5th Street in Carmel-by-the-Sea.

7) Education:

Institution	Course of Study	Degree Year(s)
Cal Poly, San Luis Obispo, Ca.	Architecture and Industrial Technology	2 years, no degree
Delta College, Stockton, Ca.	General Ed	1965-1966
Stagg Senior High, Stockton, Ca.	College Prep	1962-1965

8) Employment Experience (start with most recent):

Organization: Young's Market Company	
Position: Office Manager	Year: 1993-1996
Organization: Juillard Alpha	
Position: Office Manager	Year: 1982-1993
Organization: Monarch Foodservice	
Position: Assistant Office Manager	Year: 1973-1981

9) Prior public service, civic or volunteer activities:

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

[redacted]

Signature

3-1-25

Date

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

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!

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

June 2, 2025
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brian Pierik, City Attorney
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Discuss City Policy C89-02: City Council Meetings, Orders of Council, Agenda Packets, Minutes of Meeting and Agenda Distribution, and consider Motion to approve proposed changes to Policy or provide other direction to the City Administrator (Estimated time - 30 min)

RECOMMENDATION:

Discuss City Policy C89-02: City Council Meetings, Orders of Council, Agenda Packets, Minutes of Meeting and Agenda Distribution, and consider Motion to approve proposed changes to Policy or provide other direction to the City Administrator.

BACKGROUND/SUMMARY:

Mayor Byrne requested that the City Council review City Policy C89-02, City Council Meetings, Orders of Council, Agenda Packets, Minutes of Meeting and Agenda Distribution ("Policy") and discuss potential updates. The Policy is **Attachment 1** to this Staff Report.

Proposed Changes to Policy

On March 31, 2025, there was a discussion at the City Council meeting regarding possible changes to the Policy.

Potential changes to the Policy are shown in redline (**Attachment 2**) and a clean version accepting those changes (**Attachment 3**):

1. Agenda Finalization – this provision of the Policy is not necessary as the Mayor and Mayor Pro Tem can meet with the City Administrator and City Clerk regarding the Agenda without this being in the Policy.

2. Meeting Procedures - Requiring presentation slides to be made available to Council and the public by 5 pm on the Friday before meetings.

3. Set specific start times for items likely to draw high public interest (e.g. street addresses).

4. Acknowledge receipt of written public comments (emails/letters).

5. The Mayor will ask for the number of people who wish to speak on a particular item and may adjust the public comment time accordingly.

6. Include general public comment on Regular Meeting agendas, but not Special Meeting Agendas.

7. Ask speakers to avoid repeating prior comments and instead express agreement with the previous comment.

8. Add this language to the City Council Agendas: Brown Act Requirements: general public comments must be on matters related to matters of the legislative bodies jurisdiction. Comments on agenda items must relate to that agenda item. Anyone who does not follow these requirements of the Brown Act in person or via teleconference will be muted.

9. Add to the Meeting Procedures the option for some Council discussion before public comments.

10. Curfew - Implement a 9:30 pm meeting curfew. Council must vote to continue the meeting past 9:30 pm.

11. Hold appeal hearings on a separate meeting date during the day, if possible.

Other Items for Further Discussion/Direction

Other items which have not been included in the Attachments due to a need for further discussion and direction include the following:

1. Extraordinary Business Items - Keep to 3 min per item.

2. Consider adding a special meeting later in the month, or start meetings earlier in the day, such as 3 pm.

3. Consider the Monterey meeting model, with an afternoon session general public comment, a dinner break/closed session, and an evening session with another general public comment period.

4. Consider ordering public comments by duration with the following preference: 1-minute speakers first, followed by 2-minute and then 3-minute speakers. The are no provisions in the Brown Act which expressly allow such a preference. Further research can be done upon direction by the City Council.

5. Consider whether the City can give preference during general public comment to City residents. There are no provisions in the Brown Act which expressly allows such a preference. Further research can be done upon direction by the City Council.

6. Consider the Coastal Commission process of going on line before the meeting to register for public comment. The Coastal Commission is a State agency and the meeting procedures are governed by the Bagley Keene Act instead of the Brown Act which applies to local agencies. Further research can be done upon direction by the City Council.

7. Consider a time limit for the general public comment period. Note: The current Policy reserves to the Council the right to limit the duration of Public Appearances to thirty minutes total.

8. Consider setting general public comment for non-agenda items at the end of the Regular Council meetings to allow Council to complete Agenda first.

FISCAL IMPACT:

No direct fiscal impact for this action.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1) City Policy C89-02 (revised in 2020)
Attachment 2) Redline version of Proposed Changes to Policy C89-02
Attachment 3) Clean version of Proposed Changes to Policy C89-02

Attachment 1

CITY OF CARMEL-BY-THE-SEA
POLICY AND PROCEDURE

Subject: City Council Meetings/Orders of Council/Agenda Packets/Minutes of Meeting and Agenda Distribution	***Policy/Procedure No:*** C89-02
Effective Date: 2 August 1988	***Authority:*** Resolution No. 88-89

Purpose:

To provide a guide for the City Council and staff for the conduct of public meetings, agenda and minute preparation and distribution of agenda packets.

Policy/Procedure:

1. Adoption of action minutes as outlined in the attached memorandum from the League of California Cities.
2. Adoption of City Clerk's policy regarding agenda packets (No packets shall be disseminated until the packets are made available to the City Council).
3. Adoption of the sequence of the Orders of Council as set forth in the policy attached.

Responsible Party:

City Administrator/City Clerk

Department of Origin:

Administration/City Council

Revision Dates:

2 March 2009 (28 October 2008 Council Retreat)
5 June 2012 (Resolution No. 2012-33)
6 October 2020 (Resolution No. 2020-063)

Rescinded Date :

C89-02

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL
RULES AND PROCEDURES

The City Council is composed of five members: Mayor and four Council Members. The Mayor serves a two-year term and members of the City Council serve four year terms.

I. ELECTED OFFICIALS

A. Mayor (directly elected since 1978)

The Mayor is the chair of the meeting and, as such, presides at all Council meetings. As the titular head of the City Council, the Mayor represents the City at quasi-governmental and social functions and may represent the City Council before other governmental bodies on specific matters as may be authorized by the City Council.

B. Mayor Pro Tempore

The Mayor Pro Tempore is appointed by the Mayor in December or at the first meeting after the City Council is seated following an election. This appointment is announced by the Mayor, but does not need to be ratified by the City Council. In the absence of the Mayor, the Mayor Pro Tempore shall chair the City Council meetings and may attend social/quasi-governmental functions on behalf of the City.

C. Absence of both the Mayor and Mayor Pro Tempore

In the absence of both the Mayor and Mayor Pro Tempore, members of the City Council shall appoint an acting Mayor Pro Tempore, who shall have the powers and duties of the Mayor Pro Tempore as described above.

II. CITY COUNCIL MEETINGS

City Council meeting dates and types (e.g. Regular, Special, Closed Session, Tour of Inspection) are regulated by Chapter 2 of the Municipal Code.

A. Agenda

Only items that are agendized may be acted on at any Council meeting.

- Agenda Preparation

The draft agenda is prepared by the City Administrator and City Clerk with the input of all department directors and is reviewed at weekly staff Management meetings.

- Agenda Finalization

The Mayor and Mayor Pro Tempore meet with the City Administrator and City Clerk prior to the meeting to finalize the draft agenda.

- Continuance of Agenda Item

Any City Council member who is ill or will be away from the City may request, in writing, that an item of "personal interest" or a "major issue" be continued to the next meeting. The City Council shall vote on the issue of continuance.

- Agenda Posting

The Agenda is posted (City Hall, Main Library and Post Office bulletin boards and on the City Website) 6 days prior to a regular meeting and a minimum of 24 hours prior to a Special Meeting.

B. Orders of City Council Business

The Orders of City Council business are adopted by Resolution of the City Council. The Orders of City Council Business are:

- Extraordinary Business

This category allows the City Council to recognize volunteers, employees, present certificates of appreciation and awards.

- Announcements from City Council Members & City Administrator

This category allows an opportunity for City Council Members to comment on meetings attended of outside agencies and the City Administrator to give a brief report to the City Council and receive presentations that require little or no action.

- Public Appearances

The public has opportunities to speak to the City Council. The Public Appearances section allows persons to speak a maximum of three minutes, or as otherwise established by the City Council, on items of City business, other than those scheduled agenda items. Matters not appearing on the City Council's agenda will not receive action at that meeting but may be referred to staff for a future meeting or resolution outside of a City Council meeting. The City Council reserves the right to limit the duration of the Public Appearances section of the agenda to thirty minutes total.

Members of the public are entitled to directly address the City Council concerning any item that is described in the notice of the City Council meeting during consideration of that item. Public comments or testimony on agenda items other than Public Appearances shall be limited to a maximum of three minutes per speaker.

- Consent Agenda

Consent Agenda items will be voted on in one motion unless removed. The Consent Agenda consists of routine and non-controversial City matters that can be as a whole approved by a single majority vote. Any City Council Member or member of the public may ask to have an item pulled from the Consent Agenda for discussion. Such items are normally moved to the end of the meeting.

If a City Council Member has a question for information only about a Consent Agenda item, the Member should ask prior to the meeting, rather than pulling the item for discussion during the meeting.

Corrections to the Minutes are given to the City Clerk prior to the meeting so that corrections can be made prior to their adoption.

- Orders of Council

Orders of Council include reports of committee/commissions, ordinances and resolutions, public hearings, reports of officials, unfinished business, and council matters.

Public Hearings consist of zoning amendments, General Plan amendments, appeals of Commission decisions and other items mandated by the State. If the Public Hearing is an appeal, appellants are allowed a total of 10 minutes to speak on their own behalf after the staff report and at the close of public comment in order to have the opportunity to rebut public comments. Other speakers will be allowed three minutes. Formal Public Hearings must be advertised pursuant to State and Government Codes.

Ordinances are the most binding form of action the City Council can take. They are codified as the Municipal Code of the City of Carmel-by-the-Sea which is the municipal law of the City. The City Council has authority to pass ordinances through Government Code Section 37100, as long as these ordinances do not conflict with the laws and Constitution of the State of California or of the United States. Ordinances require two readings and do not become effective until 30 days after the second reading, unless it is an Urgency Ordinance

A resolution is a formal form of a motion normally utilized to set forth policy of the City . Each resolution, in addition to being referenced by number and brief title in the minutes, will be recorded as provided by law and maintained in numerical sequence as a permanent record of the City in a separate set of books. Resolutions are used for various reasons, such as when specifically required by law, when needed as a separate evidentiary document to be transmitted to another governmental agency, or where the frequency of future references back to its contents warrants a separate document to facilitate such future reference and research.

III. CONDUCT OF CITY COUNCIL MEETINGS

A. General Procedure

It is the policy of the Council not to become involved in entanglements over parliamentary procedure. Pursuant to the Municipal Code, the Chair shall have authority to prevent the misuse of motions, or the abuse of any privilege, or obstruction of the business of the Council by ruling any such matter out of order. The Mayor will assist the Council to focus on the agenda, discussions and deliberations. He/she has been delegated the responsibility to control the debate and order of the speakers.

B. Questions Addressed to a Council Member

With the concurrence of the Mayor, a Council Member holding the floor may address a question to another Council Member. That Council Member may respond while the floor is still held by the Council Member asking the question.

Council Members will limit their comments to the subject matter, item or motion being currently considered by the Council. They will govern themselves as to the length of their comments or presentation.

C. Meeting Procedures for review of Each Item on the Agenda (with the exception of Public Hearings:

- The Mayor will read the agenda item under discussion.
- Staff will present a brief report.
- City Council questions of staff.

Upon recognition by the Mayor, Members of City Council may ask questions of the staff prior to opening of the discussion to members of the audience.

D. Public input/oral presentations

Any member of the public wishing to address the Council orally on a specific agenda item may do so when the item is taken up by Council, or as otherwise specified by the Council or its presiding officer. Oral presentations are limited to three minutes, unless otherwise provided.

Persons who anticipate oral presentations exceeding three minutes are encouraged to submit comments in writing to the City Clerk, by the Tuesday prior to the meeting so they may be included in the agenda packet. In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address Council on the same subject matter, the presiding officer may request that a spokesperson be chosen by the group. A specified time limit also may be set for the total presentation for any group.

- Close of Public Comment

Once public comment is closed, it cannot be reopened unless Council agrees by consensus.

- Staff response to questions from the public.

Based on staff responses to the public, members of the City Council may wish to address further questions to staff.

- The Mayor/City Administrator/Attorney shall remind the City Council of the action before Council.
- City Council discussion
- City Council action/motions

Before a motion can be considered or debated, it must be seconded. Once the motion has been properly made and seconded, the Chair shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any City Council Member properly recognized by the Chair. Once the matter has been fully discussed and the Chair calls for a vote, no further discussion will be allowed.

Council Members may be allowed to explain their vote briefly for the record. Once a vote is taken, all Council Members shall support the action taken.

- Substitute motions

When a motion is on the floor, any member of City Council may make a substitute motion. If the substitute motion is seconded, it shall be acted upon prior to acting on the main motion.

- Tie votes

A tie vote results in a failed motion. In such an instance, any member of the Council may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making persons or body from which the appeal was t aken.

- Motions to reconsider

Motions to reconsider a matter may be made at the same meeting or at the next succeeding meeting following a Council action for reconsiderati on. Such motions must be made by a Council Member voting in favor of the original motion.

- Staff announcement of decision

The Mayor, City Administrator, City Attorney, or City Clerk shall announce the vote and passage or failure of an item.

E. **Meeting Procedure for formal Appeals/Public Hearings**

When a matter for public hearing comes before the City Council, the Mayor shall inquire if there are any persons present who desire to speak on the matter which is to be heard or to present any evidence regarding the matter.

The procedure for holding City Council appeals differs from other items where the public is allowed to speak in that appellants are allowed to have 10 minutes to make a presentation, including closing comments. The public testimony follows, after which the appellants are given an opportunity for rebuttal or closing arguments .

- Public comments/discussion

No person will be permitted during the hearing to speak about matters or present any evidence that is not germane to the matter being considered. A determination of relevance shall be made by the Mayor or City Attorney, but may be appealed by any Member of the City Council.

F. **Minutes of Meeting Policy (C 89-02)**

The Minutes of the City Council meeting are action minutes and do not reflect City Council commentary and discussion. However, if a Council Member wishes to include comments in the record, they will be included if so requested at the meeting (e.g. "for the record, I wish to state..."). All motions made, even those made without a second are to be included in the minutes.

- Items entered into the record

All agenda items/documentation/correspondence received at a Council meeting shall be retained in the City's records.

- Distribution

The minutes shall be distributed to members of the City Council for comment and/or correction in the Council packet. The City Clerk will correct the minutes prior to the meeting, and if the correction is substantive, copies of the corrected minutes shall be distributed to all members of the Council.

G. **Official Recordings of the Meeting**

All City Council meetings are recorded. This ensures accuracy of the minutes and provides a temporary record of the City Council proceedings. Once the minutes are approved, legally, the recordings do not have to be retained. However, recordings of the Council meetings; Planning Commission meetings, and recordings of other commissions/boards shall be retained pursuant to the City's adopted Retention Schedule.

Amended: October 6, 2020

COUNCIL MINUTES

A. PREFACE

City Clerks in general law cities are specifically required to keep a record, journal or minutes of the council meetings (Gov. C. 36814, 40801). Cities governed by freeholder's charters are usually subject to the same requirement s. Although there is no legal necessity to do so, it is appropriate to mention, introductorily, in the minutes that the meeting was convened and held as noticed.

B. PURPOSE OF COUNCIL MINUTES

A most important principle of corporation law, applicable to private, public, and municipal corporations, is that such organizations can only act through their officers and employees. These corporations are governed by fixed rules found in the basic law of the organization; in charter and state statutes in the case of municipal corporations.

When these factors are considered, the keeping of a good record of council proceedings becomes obvious. A sufficient record must be kept to furnish evidence that the City Council has complied with the law or rules by which it is governed, thus pointing to the need for accurate and clear records of council proceedings. Finally, if accurate, complete, and unambiguous minutes of City Council meetings are recorded, these facts themselves will be treated as conclusive evidence of the facts therein stated.

C. FORM AND CONTENTS OF COUNCIL MEETING MINUTES

1. Standard Forms:

Use of standardized format is recommended to develop uniformity on minute entries and to save time in composing the record.

2. Jurisdictional Matters

To establish proof that jurisdictional requirements for holding a meeting have been complied with, it is important that minutes contain the following:

- **a.** Date, hour, and place of meeting.
- **b.** Whether it is a regular, adjourned, or special meeting.
- **c.** A proper notice has been given if it is a special meeting.
- **d.** The names of council members in attendance (in case a council member arrives late, or departs before adjournment, the minutes should show the time of arrival and/or departure at that point in the proceedings).

3. Approval of Minutes of Previous Meetings

Although there is no legal requirement that minutes be approved by the City Council, this traditional procedure is advisable as it lends further weight to the accuracy and completeness of the record. It is recommended that the City Council be furnished copies of minutes in sufficient time prior to a City Council meeting to avoid any necessity of reading of the minutes by the clerk. When approved as written, or as changed by the City Council, the minutes are considered to be official.

4. Record of Action Taken

The minutes need only record:

a. Petitions and communications

1. Date of the document
2. Subject
3. Authors, if only a few
4. Number of signers, if numerous
5. Action taken

The minutes need not record the comments made by members of the City Council concerning the merit or lack of merit of the petition or requests contained in the document, unless expressly requested by the officer making such comment. The reason for the latter observation is that the document speaks for itself, and it has no legal significance until the City Council acts or refuses to act with respect thereto.

b. Consideration of bids

1. Record of bids filed and opened

   a. The subject matter of the bids
   b. The compliance with all requirements for the advertising for such bids.
   c. The names of all bidders, and the total amounts of their respective bids.

2. Action taken with respect to bids.

   a. It is preferable that a resolution, prepared or approved by the City Attorney, be used in awarding contracts to the successful bidder. When this is done, the minutes need only refer to the resolution in recording the action taken.

   b. If the City Council determines to accept a bid which is not the lowest in amount, it is advisable that the minutes show that such bid was "the lowest reasonable bid". Whether the minutes should include a record of the matters leading to the determination of "responsibility" is a decision clerks might well review with their City Attorneys.

   c. Ordinances and resolutions

      1. Introduction

      The information which should be recorded in City Council minutes, with respect to the introduction of an ordinance, depends upon the particular rules or practices of each city on the subject. Thus, if the practice requires that before an ordinance or resolution can be acted upon, it shall be introduced by one City Council Member, and seconded by another, this information should be recorded in the minutes.
      Generally speaking, minutes should record the following data concerning the introduction of an ordinance or resolution:

aa. The title or subject matter
bb. The names of the City Council Members introducing and seconding

2. Compliance with jurisdictional requirements prior to action taken on ordinances or resolutions

Whenever the basic law or rules of a city require that a certain procedure must be followed prior to any action taken in adopting an ordinance or resolution, the minutes should show such compliance. This would include a statement referring to the previous introduction of the ordinance and would include a reference on an urgency ordinance that it is an urgency ordinance.

3. Votes cast for or against adoption of ordinances and resolutions

aa. Presumption of validity of ordinances and resolutions. There is a presumption in favor of the due and regular adoption or rejection of a city ordinance or resolution, if there are any official records to support that presumption, and that the votes were cast in substantial accordance with the requirements of the law or regulations pertaining to such matters.

This is particularly true where the ordinance or resolution contains a certificate signed by the mayor and/or clerk.

bb. Voting procedure governing adoption of ordinances and regulations (See Chapter VI on legislative Procedures)

d. Reports of officers

1. . Written reports

Since any written record is the best evidence of its contents, a written report presented at a City Council meeting need only be mentioned in the minutes by reference to:

aa. Name or title of the officer
bb. Date of the report
cc. Subject or title of report
dd. Disposition made of report, if any

PROPOSED CHANGES TO CITY OF CARMEL-BY-THE-SEA POLICY AND PROCEDURE

Subject:	City Council Meetings/Orders of Council/Agenda Packets/Minutes of Meeting and Agenda Distribution	***Policy/Procedure No:*** C89-02
Effective Date:	2 August 1988	***Authority:*** Resolution No. 88-89

Purpose:
To provide a guide for the City Council and staff for the conduct of public meetings, agenda and minute preparation and distribution of agenda packets.

Policy/Procedure:
1. Adoption of action minutes as outlined in the attached memorandum from the League of California Cities.

2. Adoption of City Clerk's policy regarding agenda packets (No packets shall be disseminated until the packets are made available to the City Council).

3. Adoption of the sequence of the Orders of Council as set forth in the policy attached.

Responsible Party:
City Administrator/City Clerk

Department of Origin:
Administration/City Council

Revision Dates:
2 March 2009 (28 October 2008 Council Retreat)
5 June 2012 (Resolution No. 2012-33)
6 October 2020 (Resolution No. 2020-063)

Rescinded Date :

CITY OF CARMEL-BY-THE-SEA CITY COUNCIL
RULES AND PROCEDURES

The City Council is composed of five members: Mayor and four Council Members. The Mayor serves a two- year term and members of the City Council serve four year terms.

I. ELECTED OFFICIALS

A. Mayor (directly elected since 1978)

The Mayor is the chair of the meeting and, as such, presides at all Council meetings. As the titular head of the City Council, the Mayor represents the City at quasi-governmental and social functions and may represent the City Council before other governmental bodies on specific matters as may be authorized by the City Council.

B. Mayor Pro Tempore

The Mayor Pro Tempore is appointed by the Mayor in December or at the first meeting after the City Council is seated following an election. This appointment is announced by the Mayor, but does not need to be ratified by the City Council. In the absence of the Mayor, the Mayor Pro Tempore shall chair the City Council meetings and may attend social/quasi-governmental functions on behalf of the City.

C. Absence of both the Mayor and Mayor Pro Tempore

In the absence of both the Mayor and Mayor Pro Tempore, members of the City Council shall appoint an acting Mayor Pro Tempore, who shall have the powers and duties of the Mayor Pro Tempore as described above.

II. CITY COUNCIL MEETINGS

City Council meeting dates and types (e.g. Regular, Special, Closed Session, Tour of Inspection) are regulated by Chapter 2 of the Municipal Code.

A. Agenda

Only items that are agendized may be acted on at any Council meeting.

- Agenda Preparation

The draft agenda is prepared by the City Administrator and City Clerk with the input of all department directors and is reviewed at weekly staff Management meetings.

- ~~Agenda Finalization~~

Formatted: Indent: Left: 1", No bullets or numbering

~~The Mayor and Mayor Pro Tempore meet with the City Administrator and City Clerk prior to the meeting to finalize the draft agenda.~~ (CHANGE NO. 1)

- Continuance of Agenda Item

Any City Council member who is ill or will be away from the City may request, in writing, that an item of "personal interest" or a "major issue" be continued to the next meeting. The City Council shall vote on the issue of continuance.

- Agenda Posting

The Agenda is posted (City Hall, Main Library and Post Office bulletin boards and on the City Website) 6 days prior to a regular meeting and a minimum of 24 hours prior to a Special Meeting.

Presentation materials for agenda items shall be posted with the Agenda Packet or no later than 5 pm on the Friday before the City Council meeting. (CHANGE NO. 2)

Agendas may include a specific start time for an item. If there is a specific start time for an item, the Council will complete the consideration of the item in progress and then proceed to consider the item which has a specific start time. (CHANGE NO. 3)

B. Orders of City Council Business

The Orders of City Council business are adopted by Resolution of the City Council. The Orders of City Council Business are:

- Extraordinary Business

This category allows the City Council to recognize volunteers, employees, and present certificates of appreciation and awards.

- Announcements from City Council Members & City Administrator & City Clerk

This category allows an opportunity for City Council Members to comment on meetings attended of outside agencies and the City Administrator to give a brief report to the City Council and receive presentations that require little or no action. The City Clerk will announce whether the City has received and posted written public comments for any agenda items. (CHANGE NO. 4)

- Public Appearances

The public has opportunities to speak to the City Council. The Public Appearances section allows persons to speak a maximum of three minutes, or as otherwise established by the City Council, on items of City business, other than those scheduled agenda items for Regular City Council meetings.. Matters not appearing on the City Council's agenda will not receive action at that meeting but may be referred to staff for a future meeting or resolution outside of a City Council meeting. The City Council reserves the right to limit the duration of the Public Appearances section of the agenda to thirty minutes total. Mayor may ask for the number of people who wish to speak on an item and may adjust the public comment time accordingly. (CHANGE NO. 5) For Special City Council meetings, public comment will be allowed on the item or items listed on the Special Meeting Agenda. (CHANGE NO. 6)

Members of the public are entitled to directly address the City Council concerning any item that is described in the notice of the City Council meeting during consideration of that item. Public comments or testimony on agenda items other than Public Appearances shall be limited to a maximum of three minutes per speaker.

Speakers may be requested to consider making a statement that they agree with the comments of a prior speaker. (CHANGE NO. 7)

Under the Brown Act, comments on agenda items must relate to that specific item, and comments on non-agenda items must fall within the legislative body's jurisdiction. Remote or in-person participants who do not comply with the requirements of the Brown Act will be muted. (CHANGE NO. 8)

Formatted: Font: 10 pt, Font color: Auto

- Consent Agenda

Consent Agenda items will be voted on in one motion unless removed. The Consent Agenda consists of routine and non-controversial City matters that can be as a whole approved by a single majority vote. Any City Council Member or member of the public may ask to have an item pulled from the Consent Agenda for discussion. Such items are normally moved to the end of the meeting.

If a City Council Member has a question for information only about a Consent Agenda item, the Member should ask prior to the meeting, rather than pulling the item for discussion during the meeting.

Corrections to the Minutes are given to the City Clerk prior to the meeting so that corrections can be made prior to their adoption.

- Orders of Council

Orders of Council include reports of committee/commissions, ordinances and resolutions, public hearings, reports of officials, unfinished business, and council matters.

Public Hearings consist of zoning amendments, General Plan amendments, appeals of Commission decisions and other items mandated by the State. If the Public Hearing is an appeal, appellants are allowed a total of 10 minutes to speak on their own behalf after the staff report and at the close of public comment in order to have the opportunity to rebut public comments. Other speakers will be allowed three minutes. Formal Public Hearings must be advertised pursuant to State and Government Codes.

Ordinances are the most binding form of action the City Council can take. They are codified as the Municipal Code of the City of Carmel-by-the-Sea which is the municipal law of the City. The City Council has authority to pass ordinances through Government Code Section 37100, as long as these ordinances do not conflict with the laws and Constitution of the State of California or of the United States. Ordinances require two readings and do not become effective until 30 days after the second reading, unless it is an Urgency Ordinance

A resolution is a formal form of a motion normally utilized to set forth policy of the City . Each resolution, in addition to being referenced by number and brief title in the minutes, will be recorded as provided by law and maintained in numerical sequence as a permanent record of the City in a separate set of books. Resolutions are used for various reasons, such as when specifically required by law, when needed as a separate evidentiary document to be transmitted to another governmental agency, or where the frequency of future references back to its contents warrants a separate document to facilitate such future reference and research.

III. CONDUCT OF CITY COUNCIL MEETINGS

A. General Procedure

It is the policy of the Council not to become involved in entanglements over parliamentary procedure. Pursuant to the Municipal Code, the Chair shall have authority to prevent the misuse of motions, or the abuse of any privilege, or obstruction of the business of the Council by ruling any such matter out of order. The Mayor will assist the Council to focus on the agenda, discussions and deliberations. He/she has been delegated the responsibility to control the debate and order of the speakers.

B. Questions Addressed to a Council Member

With the concurrence of the Mayor, a Council Member holding the floor may address a question to another Council Member. That Council Member may respond while the floor is still held by the Council Member asking the question.

Council Members will limit their comments to the subject matter, item or motion being currently considered by the Council. They will govern themselves as to the length of their comments or presentation.

C. Meeting Procedures for review of Each Item on the Agenda (with the exception of Public Hearings: (CHANGE NO. 9)

1. The Mayor will read the agenda item under discussion.
2. Staff will present a brief report unless Council directs that no staff report is necessary.
3. Upon recognition by Mayor, Members of the City Council may ask questions of staff.
4. Mayor may request Councill discussion on an item before public comment.
5. Mayor will ask for public comment in chambers and then remote.
6. Mayor will ask for Council discussion.
7. Mayor will ask Council to take action for an action item including motions, resolutions, ordinances and directions to staff.

~~Upon recognition by the Mayor, Members of City Council may ask questions of the staff prior to opening of the discussion to members of the audience.~~

D. Public input/oral presentations

Any member of the public wishing to address the Council orally on a specific agenda item may do so when the item is taken up by Council, or as otherwise specified by the Council or its presiding officer. Oral presentations are limited to three minutes, unless otherwise provided.

Persons who anticipate oral presentations exceeding three minutes are encouraged to submit comments in writing to the City Clerk, by the Tuesday prior to the meeting so they may be included in the agenda packet. In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address Council on the same subject matter, the presiding officer may request that a spokesperson be chosen by the group. A specified time limit also may be set for the total presentation for any group.

- Close of Public Comment

Once public comment is closed, it cannot be reopened unless Council agrees by consensus.

- Staff response to questions from the public.

Based on staff responses to the public, members of the City Council may wish to address further questions to staff.

- The Mayor/City Administrator/Attorney shall remind the City Council of the action before Council.

Formatted: _Simple Numbered List, Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 1" + Indent at: 1", Tab stops: Not at 1.89"

Formatted: _Simple Numbered List, Space Before: 0 pt, No bullets or numbering, Tab stops: Not at 1.89"

Formatted: Font color: Auto, Condensed by 0.05 pt

Formatted: Font color: Auto, Condensed by 0.05 pt

Formatted: Font color: Auto, Condensed by 0.05 pt

Formatted: Font color: Auto, Condensed by 0.05 pt

Formatted: Condensed by 0.1 pt

- City Council discussion
- City Council action/motions

Before a motion can be considered or debated, it must be seconded. Once the motion has been properly made and seconded, the Chair shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any City Council Member properly recognized by the Chair. Once the matter has been fully discussed and the Chair calls for a vote, no further discussion will be allowed.

Council Members may be allowed to explain their vote briefly for the record. Once a vote is taken, all Council Members shall support the action taken.

- Substitute motions

When a motion is on the floor, any member of City Council may make a substitute motion. If the substitute motion is seconded, it shall be acted upon prior to acting on the main motion.

- Tie votes

A tie vote results in a failed motion. In such an instance, any member of the Council may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making persons or body from which the appeal was taken.

- Motions to reconsider

Motions to reconsider a matter may be made at the same meeting or at the next succeeding meeting following a Council action for reconsideration on. Such motions must be made by a Council Member voting in favor of the original motion.

- Staff announcement of decision

The Mayor, City Administrator, City Attorney, or City Clerk shall announce the vote and passage or failure of an item.

- Curfew (CHANGE NO. 10)

New items will not be started after 9:30 pm unless the City Council votes to extend the time of the City Council meeting.

Formatted: _1.0sp Left Ind 0.5", Indent: Left: 0", First line: 0", Line spacing: single

E. Meeting Procedure for formal Appeals/Public Hearings

When a matter for public hearing comes before the City Council, the Mayor shall inquire if there are any persons present who desire to speak on the matter which is to be heard or to present any evidence regarding the matter.

The procedure for holding City Council appeals differs from other items where the public is allowed to speak in that appellants are allowed to have 10 minutes to make a presentation, including closing comments. The public testimony follows, after which the appellants are given an opportunity for rebuttal or closing arguments .

- Public comments/discussion

No person will be permitted during the hearing to speak about matters or present any evidence that is not germane to the matter being considered. A determination of relevance shall be made by the Mayor or City Attorney, but may be appealed by any Member of the City Council.

Public Hearings may be scheduled for special City Council meetings except for Public Hearings for the adoption of a regular ordinance. (CHANGE 11).

F. Minutes of Meeting Policy (C 89-02)

The Minutes of the City Council meeting are action minutes and do not reflect City Council commentary and discussion. However, if a Council Member wishes to include comments in the record, they will be included if so requested at the meeting (e.g. "for the record, I wish to state..."). All motions made, even those made without a second are to be included in the minutes.

- Items entered into the record

All agenda items/documentation/correspondence received at a Council meeting shall be retained in the City's records.

- Distribution

The minutes shall be distributed to members of the City Council for comment and/or correction in the Council packet. The City Clerk will correct the minutes prior to the meeting, and if the correction is substantive, copies of the corrected minutes shall be distributed to all members of the Council.

G. Official Recording of the Meeting

All City Council meetings are recorded. This ensures accuracy of the minutes and provides a temporary record of the City Council proceedings. Once the minutes are approved, legally, the recordings do not have to be retained. However, recordings of the Council meetings; Planning Commission meetings, and recordings of other commissions/boards shall be retained pursuant to the City's adopted Retention Schedule.

Amended: October 6, 2020

C89-02

COUNCIL MINUTES

A. PREFACE

City Clerks in general law cities are specifically required to keep a record, journal or minutes of the council meetings (Gov. C. 36814, 40801). Cities governed by freeholder's charters are usually subject to the same requirement s. Although there is no legal necessity to do so, it is appropriate to mention, introductorily, in the minutes that the meeting was convened and held as noticed.

B. PURPOSE OF COUNCIL MINUTES

A most important principle of corporation law, applicable to private, public, and municipal corporations, is that such organizations can only act through their officers and employees. These corporations are governed by fixed rules found in the basic law of the organization; in charter and state statutes in the case of municipal corporations.

When these factors are considered, the keeping of a good record of council proceedings becomes obvious. A sufficient record must be kept to furnish evidence that the City Council has complied with the law or rules by which it is governed, thus pointing to the need for accurate and clear records of council proceedings. Finally, if accurate, complete, and unambiguous minutes of City Council meetings are recorded, these facts themselves will be treated as conclusive evidence of the facts therein stated.

C. FORM AND CONTENTS OF COUNCIL MEETING MINUTES

1. **Standard Forms:**
   Use of standardized format is recommended to develop uniformity on minute entries and to save time in composing the record.

2. **Jurisdictional Matters**
   To establish proof that jurisdictional requirements for holding a meeting have been complied with, it is important that minutes contain the following:

   a. Date, hour, and place of meeting.
   b. Whether it is a regular, adjourned, or special meeting.
   c. A proper notice has been given if it is a special meeting.
   d. The names of council members in attendance (in case a council member arrives late, or departs before adjournment, the minutes should show the time of arrival and/or departure at that point in the proceedings).

3. **Approval of Minutes of Previous Meetings**
   Although there is no legal requirement that minutes be approved by the City Council, this traditional procedure is advisable as it lends further weight to the accuracy and completeness of the record. It is recommended that the City Council be furnished copies of minutes in sufficient time prior to a City Council meeting to avoid any necessity of reading of the minutes by the clerk. When approved as written, or as changed by the City Council, the minutes are considered to be official.

4. **Record of Action Taken**
   The minutes need only record:

   a. Petitions and communications
      1. Date of the document
      2. Subject
      3. Authors, if only a few

4. Number of signers, if numerous
5. Action taken

The minutes need not record the comments made by members of the City Council concerning the merit or lack of merit of the petition or requests contained in the document, unless expressly requested by the officer making such comment. The reason for the latter observation is that the document speaks for itself, and it has no legal significance until the City Council acts or refuses to act with respect thereto.

b. Consideration of bids

1. Record of bids filed and opened

   a. The subject matter of the bids

   b. The compliance with all requirements for the advertising for such bids.

   c. The names of all bidders, and the total amounts of their respective bids.

2. Action taken with respect to bids.

   a. It is preferable that a resolution, prepared or approved by the City Attorney, be used in awarding contracts to the successful bidder. When this is done, the minutes need only refer to the resolution in recording the action taken.

   b. If the City Council determines to accept a bid which is not the lowest in amount, it is advisable that the minutes show that such bid was "the lowest reasonable bid". Whether the minutes should include a record of the matters leading to the determination of "responsibility" is a decision clerks might well review with their City Attorneys.

   c. Ordinances and resolutions

      1. Introduction

      The information which should be recorded in City Council minutes, with respect to the introduction of an ordinance, depends upon the particular rules or practices of each city on the subject. Thus, if the practice requires that before an ordinance or resolution can be acted upon, it shall be introduced by one City Council Member, and seconded by another, this information should be recorded in the minutes.

      Generally speaking, minutes should record the following data concerning the introduction of an ordinance or resolution:

         aa. The title or subject matter

         bb. The names of the City Council Members introducing and seconding

      2. Compliance with jurisdictional requirements prior to action taken on ordinances or resolutions

Whenever the basic law or rules of a city require that a certain procedure must be followed prior to any action taken in adopting an ordinance or resolution, the minutes should show such compliance. This would include a statement referring to the previous introduction of the ordinance and would include a reference on an urgency ordinance that it is an urgency ordinance.

3. Votes cast for or against adoption of ordinances and resolutions

aa. Presumption of validity of ordinances and resolutions. There is a presumption in favor of the due and regular adoption or rejection of a city ordinance or resolution, if there are any official records to support that presumption, and that the votes were cast in substantial accordance with the requirements of the law or regulations pertaining to such matters.

This is particularly true where the ordinance or resolution contains a certificate signed by the mayor and/or clerk.

bb. Voting procedure governing adoption of ordinances and regulations (See Chapter VI on legislative Procedures)

d. Reports of officers

1. . Written reports

Since any written record is the best evidence of its contents, a written report presented at a City Council meeting need only be mentioned in the minutes by reference to:

aa. Name or title of the officer

bb. Date of the report

cc. Subject or title of report

dd. Disposition made of report, if any

Attachment 3

PROPOSED CHANGES TO CITY OF CARMEL-BY-THE-SEA POLICY AND PROCEDURE

Subject:	City Council Meetings/Orders of Council/Agenda Packets/Minutes of Meeting and Agenda Distribution	***Policy/Procedure No:*** C89-02
Effective Date:	2 August 1988	***Authority:*** Resolution No. 88-89

Purpose:
To provide a guide for the City Council and staff for the conduct of public meetings, agenda and minute preparation and distribution of agenda packets.

Policy/Procedure:
1. Adoption of action minutes as outlined in the attached memorandum from the League of California Cities.

2. Adoption of City Clerk's policy regarding agenda packets (No packets shall be disseminated until the packets are made available to the City Council).

3. Adoption of the sequence of the Orders of Council as set forth in the policy attached.

Responsible Party:
City Administrator/City Clerk

Department of Origin:
Administration/City Council

Revision Dates:
2 March 2009 (28 October 2008 Council Retreat)
5 June 2012 (Resolution No. 2012-33)
6 October 2020 (Resolution No. 2020-063)

Rescinded Date :

CITY OF CARMEL-BY-THE-SEA CITY COUNCIL
RULES AND PROCEDURES

The City Council is composed of five members: Mayor and four Council Members. The Mayor serves a two- year term and members of the City Council serve four year terms.

I. ELECTED OFFICIALS

A. Mayor (directly elected since 1978)

The Mayor is the chair of the meeting and, as such, presides at all Council meetings. As the titular head of the City Council, the Mayor represents the City at quasi-governmental and social functions and may represent the City Council before other governmental bodies on specific matters as may be authorized by the City Council.

B. Mayor Pro Tempore

The Mayor Pro Tempore is appointed by the Mayor in December or at the first meeting after the City Council is seated following an election. This appointment is announced by the Mayor, but does not need to be ratified by the City Council. In the absence of the Mayor, the Mayor Pro Tempore shall chair the City Council meetings and may attend social/quasi-governmental functions on behalf of the City.

C. Absence of both the Mayor and Mayor Pro Tempore

In the absence of both the Mayor and Mayor Pro Tempore, members of the City Council shall appoint an acting Mayor Pro Tempore, who shall have the powers and duties of the Mayor Pro Tempore as described above.

II. CITY COUNCIL MEETINGS

City Council meeting dates and types (e.g. Regular, Special, Closed Session, Tour of Inspection) are regulated by Chapter 2 of the Municipal Code.

A. Agenda

Only items that are agendized may be acted on at any Council meeting.

- Agenda Preparation

The draft agenda is prepared by the City Administrator and City Clerk with the input of all department directors and is reviewed at weekly staff Management meetings.

- Continuance of Agenda Item

Any City Council member who is ill or will be away from the City may request, in writing, that an item of "personal interest" or a "major issue" be continued to the next meeting. The City Council shall vote on the issue of continuance.

- Agenda Posting

The Agenda is posted (City Hall, Main Library and Post Office bulletin boards and on the City Website) 6 days prior to a regular meeting and a minimum of 24 hours prior to a Special Meeting.

Presentation materials for agenda items shall be posted with the Agenda Packet or no later than 5 pm on the Friday before the City Council meeting.

Agendas may include a specific start time for an item. If there is a specific start time for an item, the Council will complete the consideration of the item in progress and then proceed to consider the item which has a specific start time.

B. Orders of City Council Business

The Orders of City Council business are adopted by Resolution of the City Council. The Orders of City Council Business are:

- Extraordinary Business

This category allows the City Council to recognize volunteers, employees, and present certificates of appreciation and awards.

- Announcements from City Council Members & City Administrator & City Clerk

This category allows an opportunity for City Council Members to comment on meetings attended of outside agencies and the City Administrator to give a brief report to the City Council and receive presentations that require little or no action. The City Clerk will announce whether the City has received and posted written public comments for any agenda items.

- Public Appearances

The public has opportunities to speak to the City Council. The Public Appearances section allows persons to speak a maximum of three minutes, or as otherwise established by the City Council, on items of City business, other than those scheduled agenda items for Regular City Council meetings.. Matters not appearing on the City Council's agenda will not receive action at that meeting but may be referred to staff for a future meeting or resolution outside of a City Council meeting. The City Council reserves the right to limit the duration of the Public Appearances section of the agenda to thirty minutes total. Mayor may ask for the number of people who wish to speak on an item and may adjust the public comment time accordingly. For Special City Council meetings, public comment will be allowed on the item or items listed on the Special Meeting Agenda.

Members of the public are entitled to directly address the City Council concerning any item that is described in the notice of the City Council meeting during consideration of that item. Public comments or testimony on agenda items other than Public Appearances shall be limited to a maximum of three minutes per speaker.

Speakers may be requested to consider making a statement that they agree with the comments of a prior speaker.

Under the Brown Act, comments on agenda items must relate to that specific item, and comments on non-agenda items must fall within the legislative body's jurisdiction. Remote or in-person participants who do not comply with the requirements of the Brown Act will be muted.

- Consent Agenda

Consent Agenda items will be voted on in one motion unless removed. The Consent Agenda consists of routine and non-controversial City matters that can be as a whole approved by a single majority vote. Any City Council Member or member of the public may ask to have an item pulled from the Consent Agenda for discussion. Such items are normally moved to the

end of the meeting.

If a City Council Member has a question for information only about a Consent Agenda item, the Member should ask prior to the meeting, rather than pulling the item for discussion during the meeting.

Corrections to the Minutes are given to the City Clerk prior to the meeting so that corrections can be made prior to their adoption.

- Orders of Council

Orders of Council include reports of committee/commissions, ordinances and resolutions, public hearings, reports of officials, unfinished business, and council matters.

Public Hearings consist of zoning amendments, General Plan amendments, appeals of Commission decisions and other items mandated by the State. If the Public Hearing is an appeal, appellants are allowed a total of 10 minutes to speak on their own behalf after the staff report and at the close of public comment in order to have the opportunity to rebut public comments. Other speakers will be allowed three minutes. Formal Public Hearings must be advertised pursuant to State and Government Codes.

Ordinances are the most binding form of action the City Council can take. They are codified as the Municipal Code of the City of Carmel-by-the-Sea which is the municipal law of the City. The City Council has authority to pass ordinances through Government Code Section 37100, as long as these ordinances do not conflict with the laws and Constitution of the State of California or of the United States. Ordinances require two readings and do not become effective until 30 days after the second reading, unless it is an Urgency Ordinance

A resolution is a formal form of a motion normally utilized to set forth policy of the City . Each resolution, in addition to being referenced by number and brief title in the minutes, will be recorded as provided by law and maintained in numerical sequence as a permanent record of the City in a separate set of books. Resolutions are used for various reasons, such as when specifically required by law, when needed as a separate evidentiary document to be transmitted to another governmental agency, or where the frequency of future references back to its contents warrants a separate document to facilitate such future reference and research.

III. CONDUCT OF CITY COUNCIL MEETINGS

A. General Procedure

It is the policy of the Council not to become involved in entanglements over parliamentary procedure. Pursuant to the Municipal Code, the Chair shall have authority to prevent the misuse of motions, or the abuse of any privilege, or obstruction of the business of the Council by ruling any such matter out of order. The Mayor will assist the Council to focus on the agenda, discussions and deliberations. He/she has been delegated the responsibility to control the debate and order of the speakers.

B. Questions Addressed to a Council Member

With the concurrence of the Mayor, a Council Member holding the floor may address a question to another Council Member. That Council Member may respond while the floor is still held by the Council Member asking the question.

Council Members will limit their comments to the subject matter, item or motion being currently considered by the Council. They will govern themselves as to the length of their comments or

presentation.

C. Meeting Procedures for review of Each Item on the Agenda (with the exception of Public Hearings:

1. The Mayor will read the agenda item under discussion.

2. Staff will present a brief report unless Council directs that no staff report is necessary.

3. Upon recognition by Mayor, Members of the City Council may ask questions of staff.

4. Mayor may request Councill discussion on an item before public comment

5. Mayor will ask for public comment in chambers and then remote

6. Mayor will ask for Council discussion

7. Mayor will ask Council to take action for an action item including motions, resolutions, ordinances and directions to staff.

D. Public input/oral presentations

Any member of the public wishing to address the Council orally on a specific agenda item may do so when the item is taken up by Council, or as otherwise specified by the Council or its presiding officer. Oral presentations are limited to three minutes, unless otherwise provided.

Persons who anticipate oral presentations exceeding three minutes are encouraged to submit comments in writing to the City Clerk, by the Tuesday prior to the meeting so they may be included in the agenda packet. In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address Council on the same subject matter, the presiding officer may request that a spokesperson be chosen by the group. A specified time limit also may be set for the total presentation for any group.

- Close of Public Comment

Once public comment is closed, it cannot be reopened unless Council agrees by consensus.

- Staff response to questions from the public.

Based on staff responses to the public, members of the City Council may wish to address further questions to staff.

- The Mayor/City Administrator/Attorney shall remind the City Council of the action before Council.
- City Council discussion
- City Council action/motions

Before a motion can be considered or debated, it must be seconded. Once the motion has been properly made and seconded, the Chair shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any City Council Member properly recognized by the Chair. Once the matter has been fully discussed and the Chair calls for a vote, no further discussion will be allowed.

Council Members may be allowed to explain their vote briefly for the record. Once a vote is

taken, all Council Members shall support the action taken.

- Substitute motions

When a motion is on the floor, any member of City Council may make a substitute motion. If the substitute motion is seconded, it shall be acted upon prior to acting on the main motion.

- Tie votes

A tie vote results in a failed motion. In such an instance, any member of the Council may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making persons or body from which the appeal was taken.

- Motions to reconsider

Motions to reconsider a matter may be made at the same meeting or at the next succeeding meeting following a Council action for reconsideration on. Such motions must be made by a Council Member voting in favor of the original motion.

- Staff announcement of decision

The Mayor, City Administrator, City Attorney, or City Clerk shall announce the vote and passage or failure of an item.

- Curfew

New items will not be started after 9:30 pm unless the City Council votes to extend the time of the City Council meeting.

E. Meeting Procedure for formal Appeals/Public Hearings

When a matter for public hearing comes before the City Council, the Mayor shall inquire if there are any persons present who desire to speak on the matter which is to be heard or to present any evidence regarding the matter.

The procedure for holding City Council appeals differs from other items where the public is allowed to speak in that appellants are allowed to have 10 minutes to make a presentation, including closing comments. The public testimony follows, after which the appellants are given an opportunity for rebuttal or closing arguments .

- Public comments/discussion

No person will be permitted during the hearing to speak about matters or present any evidence that is not germane to the matter being considered. A determination of relevance shall be made by the Mayor or City Attorney, but may be appealed by any Member of the City Council.

Public Hearings may be scheduled fo special City Council meetings except for Public Hearings for the adoption of a regular ordinance.

F. Minutes of Meeting Policy (C 89-02)

The Minutes of the City Council meeting are action minutes and do not reflect City Council commentary and discussion. However, if a Council Member wishes to include comments in the

record, they will be included if so requested at the meeting (e.g. "for the record, I wish to state..."). All motions made, even those made without a second are to be included in the minutes.

- Items entered into the record

All agenda items/documentation/correspondence received at a Council meeting shall be retained in the City's records.

- Distribution

The minutes shall be distributed to members of the City Council for comment and/or correction in the Council packet. The City Clerk will correct the minutes prior to the meeting, and if the correction is substantive, copies of the corrected minutes shall be distributed to all members of the Council.

G. Official Recording of the Meeting

All City Council meetings are recorded. This ensures accuracy of the minutes and provides a temporary record of the City Council proceedings. Once the minutes are approved, legally, the recordings do not have to be retained. However, recordings of the Council meetings; Planning Commission meetings, and recordings of other commissions/boards shall be retained pursuant to the City's adopted Retention Schedule.

Amended: October 6, 2020

COUNCIL MINUTES

A. PREFACE

City Clerks in general law cities are specifically required to keep a record, journal or minutes of the council meetings (Gov. C. 36814, 40801). Cities governed by freeholder's charters are usually subject to the same requirement s. Although there is no legal necessity to do so, it is appropriate to mention, introductorily, in the minutes that the meeting was convened and held as noticed.

B. PURPOSE OF COUNCIL MINUTES

A most important principle of corporation law, applicable to private, public, and municipal corporations, is that such organizations can only act through their officers and employees. These corporations are governed by fixed rules found in the basic law of the organization; in charter and state statutes in the case of municipal corporations.

When these factors are considered, the keeping of a good record of council proceedings becomes obvious. A sufficient record must be kept to furnish evidence that the City Council has complied with the law or rules by which it is governed, thus pointing to the need for accurate and clear records of council proceedings. Finally, if accurate, complete, and unambiguous minutes of City Council meetings are recorded, these facts themselves will be treated as conclusive evidence of the facts therein stated.

C. FORM AND CONTENTS OF COUNCIL MEETING MINUTES

1. Standard Forms:

Use of standardized format is recommended to develop uniformity on minute entries and to save time in composing the record.

2. Jurisdictional Matters

To establish proof that jurisdictional requirements for holding a meeting have been complied with, it is important that minutes contain the following:

a. Date, hour, and place of meeting.
b. Whether it is a regular, adjourned, or special meeting.
c. A proper notice has been given if it is a special meeting.
d. The names of council members in attendance (in case a council member arrives late, or departs before adjournment, the minutes should show the time of arrival and/or departure at that point in the proceedings).

3. Approval of Minutes of Previous Meetings

Although there is no legal requirement that minutes be approved by the City Council, this traditional procedure is advisable as it lends further weight to the accuracy and completeness of the record. It is recommended that the City Council be furnished copies of minutes in sufficient time prior to a City Council meeting to avoid any necessity of reading of the minutes by the clerk. When approved as written, or as changed by the City Council, the minutes are considered to be official.

4. Record of Action Taken

The minutes need only record:

a. Petitions and communications
1. Date of the document
2. Subject
3. Authors, if only a few

4. Number of signers, if numerous
5. Action taken

The minutes need not record the comments made by members of the City Council concerning the merit or lack of merit of the petition or requests contained in the document, unless expressly requested by the officer making such comment. The reason for the latter observation is that the document speaks for itself, and it has no legal significance until the City Council acts or refuses to act with respect thereto.

b. Consideration of bids

1. Record of bids filed and opened

   a. The subject matter of the bids

   b. The compliance with all requirements for the advertising for such bids.

   c. The names of all bidders, and the total amounts of their respective bids.

2. Action taken with respect to bids.

   a. It is preferable that a resolution, prepared or approved by the City Attorney, be used in awarding contracts to the successful bidder. When this is done, the minutes need only refer to the resolution in recording the action taken.

   b. If the City Council determines to accept a bid which is not the lowest in amount, it is advisable that the minutes show that such bid was "the lowest reasonable bid". Whether the minutes should include a record of the matters leading to the determination of "responsibility" is a decision clerks might well review with their City Attorneys.

   c. Ordinances and resolutions

      1. Introduction

      The information which should be recorded in City Council minutes, with respect to the introduction of an ordinance, depends upon the particular rules or practices of each city on the subject. Thus, if the practice requires that before an ordinance or resolution can be acted upon, it shall be introduced by one City Council Member, and seconded by another, this information should be recorded in the minutes.

      Generally speaking, minutes should record the following data concerning the introduction of an ordinance or resolution:

         aa. The title or subject matter

         bb. The names of the City Council Members introducing and seconding

      2. Compliance with jurisdictional requirements prior to action taken on ordinances or resolutions

Whenever the basic law or rules of a city require that a certain procedure must be followed prior to any action taken in adopting an ordinance or resolution, the minutes should show such compliance. This would include a statement referring to the previous introduction of the ordinance and would include a reference on an urgency ordinance that it is an urgency ordinance.

3. Votes cast for or against adoption of ordinances and resolutions

aa. Presumption of validity of ordinances and resolutions. There is a presumption in favor of the due and regular adoption or rejection of a city ordinance or resolution, if there are any official records to support that presumption, and that the votes were cast in substantial accordance with the requirements of the law or regulations pertaining to such matters.

This is particularly true where the ordinance or resolution contains a certificate signed by the mayor and/or clerk.

bb. Voting procedure governing adoption of ordinances and regulations (See Chapter VI on legislative Procedures)

d. Reports of officers

1. . Written reports

Since any written record is the best evidence of its contents, a written report presented at a City Council meeting need only be mentioned in the minutes by reference to:

aa. Name or title of the officer

bb. Date of the report

cc. Subject or title of report

dd. Disposition made of report, if any

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

June 2, 2025
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brandon Swanson, Assistant City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Receive a presentation, discuss, and provide direction on options related to parking management in the City (Estimated time - 60 min)

RECOMMENDATION:

Receive a presentation, discuss, and provide direction on options related to parking management in the City.

BACKGROUND/SUMMARY:

Mayor Byrne will be prepared at the June 2nd Council meeting to lead a presentation and discussion about parking management options within the City. Following questions and public comments, Council will be asked to provide feedback and direction.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

NA

ATTACHMENTS:

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

June 2, 2025
ADJOURNMENT

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Chip Rerig, City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Correspondence Received After Agenda Posting

RECOMMENDATION:

BACKGROUND/SUMMARY:

FISCAL IMPACT:

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Correspondence - Parking_McWalters

Carmel-by-the-Sea

Attachment 1

Nova Romero <nromero@ci.carmel.ca.us>

Parking Management

Mike McWalters [redacted] Thu, May 29, 2025 at 11:59 AM
To: dbyrne@ci.carmel.ca.us
Cc: Robert Delves <rdelves@ci.carmel.ca.us>, jbaron@ci.carmel.ca.us, adramov@ci.carmel.ca.us, hbuder@ci.carmel.ca.us, Nova Romero <nromero@ci.carmel.ca.us>

Good morning Mayor Byrne & Mayor ProTem Delves & Councilmembers Baron, Dramov & Buder,
Nova, thank you in advance for including this letter in “Public Correspondence” for Monday’s City Council meeting.
City Council, there’s a lot of unused parking spaces on the Golden Rectangle streets that could be turned into actual parking if you made San Antonio, Carmelo, Camino Real, Casanova, Monte Verde, Lincoln & Dolores one way streets (please see the enclosed map).
As Scenic Road is one-way running north to south, make San Antonio one way running south to north & alternating the “one-way” thru to Dolores & leaving San Carlos alone as a 2 way street.
You will free up a lot of parking spots on these streets by making the 2 way traffic lanes on these narrow streets a one way traffic lane.
Also recommend you leave 7th, 8th, 9th, 10th, 11th, 12th & 13th alone as
2 way streets.
Thank you for considering this.
Michael McWalters, [redacted]
Sent from my iPhone

IMG_5620.jpg
3401K

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

June 2, 2025
ADJOURNMENT

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Chip Rerig, City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Presentations received after agenda posting

RECOMMENDATION:

BACKGROUND/SUMMARY:

FISCAL IMPACT:

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Parking Management Presentation
Council Policy C89-02 Presentation

All-In Parking Strategies

Council Briefing

Mayor Dale Byrne

Andrew Hooks
Volunteer

Steven Summer
National Parking & Valet

GOAL

Answer these questions:

Should improving downtown Carmel's parking be an urgent City Council priority?

If so, what immediate actions could the City take to improve resident, business, and visitor experience?

PARKING
Why It Matters

- Visitor, business, and resident frustration is high:
  Some give up and leave and it is feared many won't return
- Businesses are observing unsafe driving behaviors:
  mid-block turns, speeding, distraction
- Residents are staying away from downtown, and summer events will make things more challenging
- It seems that AB 413 "Daylighting Law" made our town less safe and it could be time to reverse the state-driven mandates
- Based on two separate methods we believe Carmel is losing 10% of total revenue because of parking and traffic issues
- It may be time to test some creative, cost-effective alternatives

PARKING

Short Term Solutions

- AB 413 remediation
- On-street optimization
- Valet parking program
- Forest Theater spots
- Paid parking at Del Mar
- Workforce parking
- Encourage ridesharing
- Shuttle service for peak days and Car Week

PARKING
Walker Study 2013

SUPPLY ADEQUACY (July 11 & July 13, 2013)

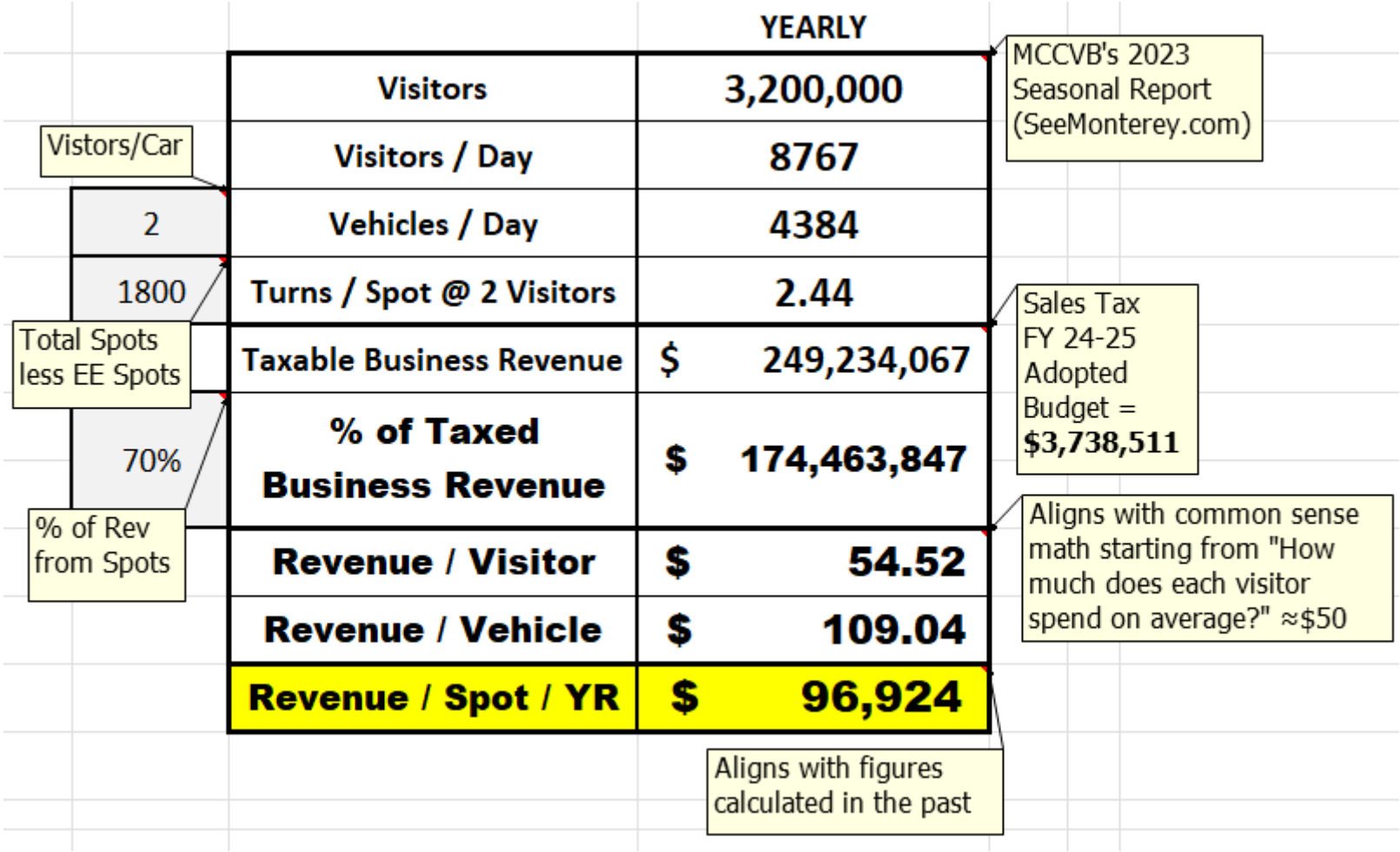
STREET	2 HR	UNRESTRICT	10 MIN	30 MIN	LOADING	TOTAL	
MONTE VERDE	0	-4	-1	0	1	-4	Saturday
LINCOLN	-8	1	-3	0	0	-10	Thursday
DOLORES	-9	-1	2	0	1	-7	Thursday
SAN CARLOS	-10	-3	3	0	5	-5	Thursday
MISSION	-9	0	-2	0	0	-11	Thursday
JUNIPERO	0	-7	4	0	2	-1	Saturday
5TH	-2	-4	0	2	0	-4	Thursday
6TH	-7	0	-1	0	1	-7	Saturday
OCEAN	-8	-2	4	0	1	-5	Saturday
7TH	-6	2	0	0	0	-4	Thursday
8TH	-4	0	0	-1	0	-5	Saturday
Totals	-63	-18	6	1	11	-63	
	-81		18				

Can determine Short Term and Loading are underutilized EVEN DURING PEAK TIMES

2013 Walker Study, does not factor in GROWTH and was taken from Thursday (7/11) and Saturday (7/13), the weekend AFTER the 4th of July Holiday back in 2013.

A very busy weekend of the year, but not a peak holiday/event. Current deficit is assumed to be much larger around 200-300, and closer to 350-450 on a peak holiday.

PARKING
Price Per Spot



PARKING

Potential Financial Impact

	SPOTS		**45**
	Revenue / Spot	**$**	**96,924**
	Lost Revenue	**$**	**4,361,596**
1.50%	City Sales Tax	$	65,424
0.25%	County Tax	$	10,904
6.00%	State Tax	$	261,696
1.50%	Special Tax	$	65,424
	Public Safety Impact		??????????
	CO2 Emission Impact		??????????
	Loss From AB 413 Spots	**$**	**4,765,044**
10.00%	**Lost Revenue Due to Branding Impact**	**$**	**24,923,407**
1.50%	City Sales Tax	$	373,851
0.25%	County Tax	$	62,309
6.00%	State Tax	$	1,495,404
1.50%	Special Tax	$	373,851
	Loss From Branding	**$**	**27,228,822**
	Total Yearly Loss	**$**	**31,993,866**

What to expect if nothing is done

AB 413
Carve Out

(B) Notwithstanding subparagraph (A)**, a local authority may establish a different distance if both of the following requirements are met:**

(ii) A local authority **establishes the different distance by ordinance** that includes a finding that the different distance is **justified by established traffic safety standards**.

(ii) A local authority has **marked the different distance** at the intersection using paint or a sign.

https://legiscan.com/CA/text/AB413/id/2845316

AB 413
Speed Limit Reduction

Speed plays a critical role in the cause and severity of crashes. There is a direct correlation between higher speeds, crash risk, and the severity of injuries.[3]

SPEED (MPH)	STOPPING DISTANCE (FT)*	CRASH RISK (%)†	FATALITY RISK (%)†
10–15	25	5	2
20–25	40	15	5
30–35	75	55	45
40+	118	90	85

* Stopping Distance includes perception, reaction, and braking times.

† Source: Traditional Neighborhood Development: Street Design Guidelines (1999), ITE Transportation Planning Council Committee 5P-8.

AB 413
Speed Limit Reduction

To counteract these gruesome and unnecessary injuries and fatalities, cities should utilize speed control mechanisms that influence behavior, lower speeds, and in turn, reduce injuries and fatalities. Embracing a proactive design approach on new and existing streets with the goal of reducing speeds "may be the single most consequential intervention in reducing pedestrian injury and fatality."[1]

AB 413
Traffic Study

- Radar speed study and pedestrian count done 11-12 on Sunday 5/11
- Ocean between San Carlos/Dolores
- 104 cars
- 85%’ile came out as 13
- Fastest was 21
- 427 pedestrians crossing San Carlos
- Could use CPD equipment to conduct more thorough study

AB 413
Speed Limit Reduction (AB43/AB1014)

This bill would additionally authorize Caltrans and **a local authority to declare a speed limit of 20 or 15 miles per hour**, as specified, on these highways.

(4) Existing law **authorizes a local authority, without an engineering and traffic survey, to declare a lowered speed limit** on portions of highway, as specified, approaching a school building or school grounds. Existing law limits this authority to sections of highway meeting specified requirements relating to the number of lanes and the speed limit of the highway before the school zone.

This bill would **similarly authorize a lowered speed limit on a section of highway contiguous to a business activity district**, as defined, and would require that certain violations be subject to a **warning citation, for the first 30 days** of implementation.

AB 43 - https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB43

AB 1014 - https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202520260AB1014

AB 413
Safety History

Pedestrian Fatality Rate Ranking: Carmel

Based on the provided search results, Carmel-by-the-Sea, CA is not explicitly ranked in the pedestrian fatality rate city ranking tables. However, I can provide some general information and statistics on pedestrian safety in Carmel-by-the-Sea.

According to the FBI's Uniform Crime Reporting (UCR) Program, which collects and analyzes crime data from law enforcement agencies across the United States, Carmel-by-the-Sea reported **zero pedestrian fatalities in 2020.** This information is based on the FBI's Crime in the United States report, which aggregates data from participating law enforcement agencies.

AB 413

Summary of Path Forward

History – Consistently ranked near the lowest in pedestrian casualties

Key Carve Out Language - Ordinance based on traffic safety standards

Traffic Safety Suggestions

A. Speed limit reduction
B. Suggest 6 – 8 ft red zones
C. Add 4-way stops
D. Add crosswalks
E. Improved signage
F. Parking management program

ON-STREET PARKING Optimization Tool Box

A. Length of spaces

B. Addition of compact spaces

   - Length & quantity

C. Golf cart, scooter, bike spaces

D. Timed spaces

E. Location of spaces

ON-STREET PARKING
Analysis Tools

ON STREET PARKING - ADJUSTMENT PROJECTION TOOL

- Input Length of On Street Parking section(s)
- Adjust Parameters to see effect (Individual and Total)
- Best Solution is Dynamic

ADJUSTABLE PARAMETERS	
RED	*8*
YELLOW	*19.00*
WHITE	*19.25*
MAX % COMPACT	*15%*
MIN COMPACT SIZE	*17.5*

#	CURRENT RED LENGTH	CURRENT USED LENGTH	CURRENT CAPACITY	CURRENT AVG LENGTH	ADJUSTED RED LENGTH	GAINED FROM RED	ADJUSTED USED LENGTH	ADJUSTED CAPACITY	GAINED SPACES	ADJUSTED AVG LENGTH	ADJUSTED SPACES
	1023	10276	485	21.2	280	743	11019	540	55	20.4	285
1	0.0	167.0	8	20.9	0.0	0.0	167.0	8	0	20.9	0
2	9.0	112.4	5	22.5	8.0	1.0	113.4	5	0	22.7	0
3	0.0	73.9	3	24.6	0.0	0.0	73.9	3	0	24.6	0
4	0.0	107.4	5	21.5	0.0	0.0	107.4	5	0	21.5	0
5	25.8	102.3	5	20.5	8.0	17.8	120.1	6	1	20.0	5
6	6.1	123.0	6	20.5	0.0	6.1	129.1	6	0	21.5	0
7	5.0	390.7	18	21.7	8.0	-3.0	387.7	20	2	19.4	18

ON-STREET PARKING
Analysis Tools

ON STREET PARKING - ADJUSTMENT IMPACT PROJECTIONS

	RED ADJUSTMENT					WHITE ADJUSTMENT					COMPACT % ADJUSTMENT						COMPACT SIZE ADJUSTMENT						
RED	20	8	5	3	0	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
YELLOW	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19
WHITE	19	19	19	19	19	19.50	19.25	19.00	18.75	18.50	19	19	19	19	19	19	19	19	19	19	19	19	19
MAX % COMPACT	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	0%	5%	15%	20%	25%	30%	15%	15%	15%	15%	15%	15%	15%
MIN COMPACT SIZE	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	19.0	18.5	18.0	17.5	17.0	16.5	16.0
GAINED SPOTS	38	65	69	71	73	45	55	65	72	81	54	57	65	66	71	74	54	55	59	65	66	69	74
TOTAL SPOTS	523	550	554	556	558	530	540	550	557	566	539	542	550	551	556	559	539	540	544	550	551	554	559
DELTA (IMPACT)	35					36					20						20						

ON-STREET PARKING Opportunities

STREET	SIZING ADJUSTMENTS (Red, White, Compact, Etc.)	10 MIN	30 MIN	GREEN	YELLOW / 20 MIN	TOTALS
MONTE VERDE	1		4	4	2	**7**
LINCOLN	9		7	7	3	**19**
DOLORES	7	2	5	7	6	**20**
SAN CARLOS	11	2	3	5	9	**25**
MISSION	5	2	2	4	2	**11**
JUNIPERO	3		1	1	1	**5**
5TH	2	8	2	10	0	**12**
6TH	5		1	1	12	**18**
OCEAN	9		10	10	1	**20**
7TH	6		2	2	9	**17**
8TH	4		2	2	3	**9**
Totals	**62**	**14**	**39**	**53**	**48**	**163**

VALET PARKING

- Pilot program at east side of Carmel Plaza
- National Parking & Valet has previous relationship
- No up-front City cost
- Dynamic pricing and shared revenue model
- Ability to dynamically leverage unused City-owned and private lots

Off-Street Private and City Lot Options

LOT NAME	≈ CAPACITY
Sunset Center (North, Potential Project, Added Pathway)	15
Forest Theater (Potential Improvement Projects)	35
Sunset Center Main Lot	132
Sunset Center Lobby	31
Sunset Center (South=22 , Yoga Shala/Baches=35)	57
Sunset Center (Westside Driveway)	16
Forest Theater (SW=11, SE=11, TOP=3)	25
Carmel Presbyterian Church (Junipero)	30
Carmel Realty Company (Junipero)	12
Vista Lobos	60
Post Office	18
Park Branch Library	22
City Hall	8
Carmel High School - Pool / Buildings / Dirt Lot	110
Carmel High School - Performing Arts Lot	162
Carmel High School - Baseball	30
Carmel River Elementary	29
Christian Science Church	24
Mission (SW=75, NW=25, E/N=65)	165
Larson Field	450
Rio Road Dirt Lot	240
Public Works	20
Profeta Lot	16
Youth Center	6
Total	**1713**

OFF-STREET IMPROVEMENT OPTIONS
Forest Theater

- Reclaiming two significant spaces with project to add 30+ spaces and make lot safer
- Optimizing and marking City right-of-way areas and removing encroachments creates spots and improves first responder access
- Greatly benefits patrons and neighbors for shows and creates valet opportunities

OFF-STREET OPTIONS

Sunset Center North Lot

- Reclaim space taken up by sloped path and leaning wall
- Could add 12-15 spots at a cost less than proposed to just straighten wall
- Old CERT container location could be used for upgraded electric panel
- Coordinate with sidewalk improvements

OFF-STREET OPTIONS
City/Private/Church Lots

- Dynamic nature and use of professionals with valet service opens up options
- Business model could include monetizing lots for businesses, hotels, churches, and even private residences
- Initial inquiries have been very positive

DEL MAR BEACH CURRENT STATE

- Situation is a bad experience and chaotic situation
- Traffic backs far up the hill towards Monte Verde
- Parking management should eliminate cars waiting for a spot

DEL MAR MANUAL PAID PARKING

- Suggest pilot program at Del Mar Beach with National Parking
- No tech, No kiosks
- No City funds required
- Dynamic pricing
- Shared revenue model
- 90-day pilot with frequent reviews

Employee Parking

Problem

- Take majority of spaces
  - Business employees – 250+
  - City employees - 90
  - Construction employees - ?
- Gaming system
  - Moving cars while working

Long Term Goal

- Remove ALL employees from business district and surrounding areas

Employee Parking

Carpool

Incentive 1:
Employee Carpool Program

- Enterprise Commute
- Hubs – Marina, Seaside
- Link drivers and riders
- Inexpensive
- Allow drop off and pick up at valet parking?

Enterprise Commute - https://youtu.be/WpPirvxGaVk?si=b0iC155-23BBlw1e

Employee Parking

Off-Site Shuttle

Incentive 2:
Off-Site Shuttle

- Immediate parking
- Free shuttle (Trolly style)
- Food/drink on peak days
  - Donuts/bagels/coffee
  - Dinnertime “snacks” (soup)
- Vending machines
- Local ads
- Taxi support when heavy EE traffic (discounted)

Employee Parking

Enforcement

2 List, 0 Tolerance System

- Manually record license plates in business district and surrounding areas
- Identify common plates
- Issue trial citation at $0
- Rebuttal system :
  - List A = Residents/Exceptions (allowed)
  - List B = Employees (0 tolerance)
- Periodically ticket (manual)
- Repeat offenders get harsher fines
- Use LPR cameras on taxis and toll road ticket processing (automatic)

Toll Roads - https://youtu.be/IX0rFjPuNV4?si=zuCa2KeF8DqWkAhR

Other Solutions

- Strategic application of paid parking using T2 and National Valet in high priority areas
- Outsourcing enforcement
- Enforcing strict traffic control plans for and carpolling for construction sites, and limiting projects within radius

Summary of Solutions

A. AB 413 remediation
B. Optimize on-street parking
C. Source and develop off-street parking
D. Valet parking program
E. Manual paid parking
F. Shuttle for peak days (Car Week)
G. Employee carpool program
H. Other shuttle/trolley
I. Improved Enforcement
J. Other options?

Priority Steps?

- Pilot valet and manual paid parking programs
- Use traffic and pedestrian data to implement 15 MPH speed zone downtown
- Remediate AB 413-related space and safety losses
- Use modeling to determine re-striping for add'l spaces

Required Funding

- Valet and Paid Parking are self-funded
- 30+ additional parking spots at Forest Theater is $25,000
- Restriping can be in-house
- Wall project at Sunset lot could be less than what is currently budgeted for wall
- Could allocate funding for further improvements
- How to best utilize the ≈$750K in lieu parking funds?

QUESTIONS/COMMENTS

Discuss City Policy C89-02: City Council Meetings/Orders of Council/Agenda Packets/Minutes of Meeting and Agenda Distribution and provide direction to City Administrator

City Council Special Meeting

June 2, 2025

Proposed Changes to Policy C89-02

1. Agenda Finalization – this provision of the Policy is not necessary as the Mayor and Mayor Pro Tem can meet with the City Administrator and City Clerk regarding the Agenda without this being in the Policy.

2. Meeting Procedures - Requiring presentation slides to be made available to Council and the public by 5 pm on the Friday before meetings.

3. Set specific start times for items likely to draw high public interest (e.g. street addresses).

4. Acknowledge receipt of written public comments (emails/letters).

5. The Mayor will ask for the number of people who wish to speak on a particular item and may adjust the public comment time accordingly.

6. Include general public comment on Regular Meeting agendas, but not Special Meeting Agendas.

Proposed Changes to Policy C89-02 – Cont'd

7. Ask speakers to avoid repeating prior comments and instead express agreement with the previous comment.

8. Add this language to the City Council Agendas: Brown Act Requirements: General public comments must be on matters related to matters of the legislative bodies jurisdiction. Comments on agenda items must relate to that agenda item. Anyone who does not follow these requirements of the Brown Act in person or via teleconference will be muted.

9. Add to the Meeting Procedures the option for some Council discussion before public comments.

10. Curfew - Implement a 9:30 pm meeting curfew. Council must vote to continue the meeting past 9:30 pm.

11. Hold appeal hearings on a separate meeting date during the day, if possible.

Other Possible Changes for Discussion

1. Extraordinary Business Items - Keep to 3 min per item

2. Consider adding a special meeting later in the month, or start meetings earlier in the day, such as 3 pm.

3. Consider the Monterey meeting model, with an afternoon session general public comment, a dinner break/closed session, and an evening session with another general public comment period.

4. Consider ordering public comments by duration with the following preference: 1-minute speakers first, followed by 2-minute and then 3-minute speakers. The are no provisions in the Brown Act which expressly allow such a preference. Further research can be done upon direction by the City Council.

Other Possible Changes – Cont'd

5. Consider whether the City can give preference during general public comment to City residents. There are no provisions in the Brown Act which expressly allows such a preference. Further research can be done upon direction by the City Council.

6. Consider the Coastal Commission process of going on line before the meeting to register for public comment. The Coastal Commission is a State agency and the meeting procedures are governed by the Bagley Keene Act instead of the Brown Act which applies to local agencies. Further research can be done upon direction by the City Council.

7. Consider a time limit for the general public comment period. Note: The current Policy reserves to the Council the right to limit the duration of Public Appearances to thirty minutes total.

8. Consider setting general public comment for non-agenda items at the end of the Regular Council meetings to allow Council to complete Agenda first.

Recommendation

Discuss and provide direction to City Administrator on:

1. Proposed Changes to Policy C89-02

2. Other Possible Changes to Policy C89-02

3. Consider Motion to approve proposed changes to Policy C89-02 or provide other direction to the City Administrator