



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

Contact: 831.620.2000 www.ci.carmel.ca.us

Mayor Dale Byrne
Councilmembers Jeff Baron, Hans Buder, Bob
Delves, and Alissandra Dramov

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

Special Meeting Monday, October 6, 2025 3:00 PM

HYBRID MEETING ATTENDANCE OPTIONS

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

<https://ci-carmel-ca-us.zoom.us/j/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 use 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 on 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.

CALL TO ORDER AND ROLL CALL - CHAMBERS

CONSENT AGENDA (Estimated time - 5 min)

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

- 1) September 3 & 8, 2025, Special Meeting Minutes, and September 9, 2025, Regular Meeting Minutes
- 2) August 2025 Monthly Reports
- 3) August 2025 Check Register Summary
- 4) Resolution 2025-082 establishing the meeting dates of the City Council for calendar year 2026
- 5) Resolution 2025-083 authorizing the purchase of a 2025 Ford F-550 LT40 Utility Bucket Truck from Terex Utilities under Sourcewell Contract Number 110421-TER in the amount of \$196,173
- 6) Resolution 2025-084 authorizing a refund of a Design Review application fee in the amount of \$3,611.25 to Esperanza Carmel Commercial LLC

ORDERS OF BUSINESS

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

- 7) Resolution 2025-085 Authorizing the City Administrator to Execute a Professional Services Agreement with Opticos for a not-to-exceed fee of \$212,290 to prepare objective design and development standards (ODDS) for accessory dwelling units, multifamily residential, and mixed-use residential *(Estimated time - 20 min)*
- 8) Receive a presentation on the Mills Act, discuss potential policy amendment options and provide direction to staff regarding the preparation of proposed policy modifications for future Council consideration *(Estimated time - 45 min)*
- 9) Resolution 2025-086 Approving a Memorandum of Understanding with Monterey Regional Waste Management District, dBA ReGen Monterey,

in support of Franchise Agreement Planning *(Estimated time - 20 min)*

CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

Pursuant to Government Code Section 54956.9

Name of case: Ellen Barrett v. City of Carmel-by-the-Sea, Case No. 5:25-cv-05846-SVK

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

PURSUANT TO GOVERNMENT CODE SECTION 54956.8;

Property: Carmel Middle School, 4380 Carmel Valley Road, Carmel, CA 93923;

Agency negotiators: Dale Byrne, Mayor, Chip Rerig, City Administrator, Brandon Swanson, Assistant City Administrator;

Negotiating parties: Carmel Unified School District;

Under negotiation: Price and terms of payment for lease

C. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6;

Agency Designated Representatives: Assistant City Administrator

Brandon Swanson, HR Manager, Marisa Bermudez, and Zachery Lopes, Burke Williams & Sorensen;

Employee Organization: Police Officers Association (POA)

ADJOURNMENT

CORRESPONDENCE

Correspondence received after the agenda was posted will be uploaded to this link:

<https://carmelbytheseaca.portal.civicclerk.com/event/683/files/agenda/801>

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.

CORRESPONDENCE AND SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Supplemental materials or correspondence distributed to a majority of the City Council after this agenda was posted are available for public review at City Hall (Monte Verde Street between Ocean and Seventh Avenues) during regular business hours. To submit written comments: email the City Clerk at cityclerk@ci.carmel.ca.us and include the meeting date and agenda item number in the subject line. Correspondence received at least two hours before the meeting starts (earlier is encouraged) will not be read aloud but will be posted with the agenda at <https://carmelbytheseaca.portal.civicclerk.com/> as soon as possible.

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

October 6, 2025
CONSENT AGENDA (Estimated time - 5 min)

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: September 3 & 8, 2025, Special Meeting Minutes, and September 9, 2025, Regular Meeting Minutes

RECOMMENDATION:

Approve Draft Minutes.

BACKGROUND / SUMMARY:

The City Council routinely approves minutes of its meetings.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

None for this action.

ATTACHMENTS:

1. 9-3-2025 Special Meeting Minutes
2. 9-8-2025 Special Meeting Minutes
3. 9-9-2025 Regular Meeting Minutes

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

SPECIAL MEETING MINUTES

Wednesday, September 3, 2025

TOUR OF INSPECTION - 9:30 AM

The City Council conducted an on-site tour of inspection of the property listed below:

Pickleball Courts - Lorca Lane, between Junipero Street and Camino Del Monte, Carmel-by-the-Sea

CALL TO ORDER AND ROLL CALL

Mayor Byrne called the meeting to order in the Council Chambers at 10:00 a.m.

Roll call: Councilmembers Jeff Baron, Hans Buder, Alissandra Dramov, Mayor Pro Tem Delves, and Mayor Dale Byrne were present.

ORDERS OF BUSINESS

Item 1 - Review and discuss the Pickleball Policy adopted by the Forest and Beach Commission, and provide direction to Staff regarding steps moving forward, including the development of possible related amendments to the Carmel-by-the-Sea Municipal Code for consideration at a future City Council meeting.

Administrative Analyst Tom Ford presented a proposed pickleball policy and summarized the extensive outreach conducted by city staff and the Forest and Beach Commission (FBC), which included consulting residents, players, and other jurisdictions, reviewing police reports and public correspondence, and evaluating technical solutions like quieter balls and sound-dampening fencing. He added that the FBC unanimously adopted this policy for specific pickleball and tennis days/hours at Forest Hill Park, and after a trial period, concluded the policy needs codification for enforceability. Council questioned the effectiveness of acoustic fencing, the necessity and height of a fence for sound mitigation. Mr. Ford reported that low-noise equipment wasn't recommended due to player disinterest. Acting Police Chief Trayer reported 14 complaint calls since April 1 regarding neighborhood pickleball issues.

Public Comment:

Suzie Crary

John Jaramillo

Loren Hughes

Didier Diaz

Barbara Lang

Kimberly Edwards

Martin Edwards
 Jane Venaman
 No name
 Tamara Bennett
 Sanjit
 Nicole Jacoby
 Michael Kennedy
 Nancy Hubbe
 Peter Cole
 Amina Sanu
 Jean Rasch
 Anthony Carnazzo
 John Kratchmer
 Owen Baylis
 Jeanne

RECESS

Council took a recess at 11:44 p.m. and resumed the meeting at 12:06 p.m.

City Administrator Rerig reported that Carmel Middle School may open tennis courts for community use, with some potentially designated for pickleball hours after school, weekends, and school breaks.

Council deliberated on options to address pickleball noise and court use at Forest Hill Park. Councilmember Baron supported testing quiet paddles and balls, acknowledging enforcement would require an ordinance. Councilmember Buder agreed about intrusive noise, backed quiet paddles, suggested volunteer "ambassadors" for compliance, and was interested in electronic locks and a central fence. Mayor Pro Tem Delves favored the FBC's recommended policy, adding limited hours (e.g., 10 a.m.–4 p.m.), possible player restrictions, and timed electronic locks or a reservation system, while expressing optimism about Carmel Middle School courts despite enforcement difficulties for quiet equipment. Councilmember Dramov sided with neighbors, suggesting banning pickleball at Forest Hill Park and relocating it, deeming quiet equipment and sound barriers ineffective. Mayor Byrne acknowledged the sport's benefits but leaned towards banning pickleball at Forest Hill Park due to enforcement issues and proximity to homes, supporting investment in Middle School courts.

Council also heard from FBC Chair Michie and Commissioner Brezockzy, who explained that players rejected quiet equipment, the Commission found reduced hours more workable, and other cities, such as Yountville, have used acoustic fencing and ambassador programs successfully.

Staff advised that an ordinance is required for enforceability and can return with options for controlled play and cost estimates for fencing. Councilmembers were split regarding concern about investing in fencing without proof of effectiveness, though players offered to help fundraise for costs.

Council gave consensus direction to Staff to return at the October Council meeting with the following for Council consideration:

- 1) Draft Urgency Ordinance - temporarily banning pickleball.
- 2) Draft Regular Ordinance - strictly limiting play to designated days and hours under the FBC's policy.
- 3) Cost options for fencing and sound mitigation, and information on whether to split the court 50/50 for tennis and pickleball.

Council will schedule a field trip to the Pacific Grove pickleball courts to look at their acoustic fences.

ADJOURNMENT

Council adjourned at 1:17 pm.

APPROVED:

ATTEST:

Dale Byrne, Mayor

Nova Romero, MMC, City Clerk

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

SPECIAL MEETING MINUTES

Monday, September 8, 2025

CALL TO ORDER AND ROLL CALL

Mayor Byrne called the meeting to order in the Council Chambers at 3:00 p.m.

Roll call: Councilmembers Jeff Baron, Hans Buder, Alissandra Dramov, Mayor Pro Tem Delves, and Mayor Dale Byrne were present.

CONSENT AGENDA

Mayor Pro Tem Delves requested that item #6 be pulled from consent and continued to the regular meeting on September 9th for discussion.

Motion by Councilmember Baron to approve consent agenda items #1-5, 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

Item 1 - August 4, 2025, Special Meeting Minutes, and August 5, 2025, Regular Meeting Minutes
- ***Approved 5-0-0-0***

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

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

Item 4 - Resolution 2025-073 authorizing the purchase of two (2) electric 2025 Ford F-150 Lightnings from Watsonville Ford under Sourcewell Contract #091521-NAF in the amount of \$121,857.56 - ***Approved 5-0-0-0***

Item 5 - Resolution 2025-074 Approving Revisions to City Policy C89-02: City Council Meetings, Orders of Council, Agenda Packets, Minutes of Meeting and Agenda Distribution - ***Approved 5-0-0-0***

ITEMS PULLED FROM CONSENT

Item 6 - Resolution 2025-075 designating the 2025 Holiday Closure from December 24, 2025, through January 2, 2026 - *Continued to September 9, 2025*

Item #6 was pulled from consent and continued to the September 9, 2025, City Council meeting.

PUBLIC HEARINGS

Item 7 - APPEAL 25115 (Esperanza Carmel Commercial - JB Pastor Building): Continued from the August 4, 2025 City Council hearing, consideration of an Appeal (APPEAL 25115, Esperanza Carmel Commercial - JB Pastor Building) filed by Krista Ostoich on behalf of Mike Brown, Mike Cate, Don Goodhue, Steve Hillyard, Vinz Koller, Courtney Kramer, Cindy Lloyd, Ian Martin, Rich Pepe, Kristi Reimer, and Julie Wendt of the Planning Commission's approval (Resolution No. 2025-020-PC) of Design Review, DR 23-140 (Esperanza Carmel Commercial - JB Pastor Building), Use Permit, UP 21-113 (Esperanza Carmel Commercial - JB Pastor Building), Lot Merger, LM 20-394 (Esperanza Carmel Commercial - JB Pastor Building), and associated environmental determination for the JB Pastor Building located at Dolores Street 2 southeast of 7th Avenue in the Service Commercial (SC) District at Lots 6, 8, and 10 of Block 91. APNs: 010-145-023-000

Mayor Byrne and Mayor Pro Tem Delves both recused themselves from the Esperanza Carmel appeal at 3:09 p.m. Mayor Byrne cited a perceived conflict due to his volunteer role with Carmel Cares and a past donation from Esperanza Carmel, while Mayor Pro Tem Delves cited a campaign donation from an appellant.

Councilmember Baron chaired the remainder of the meeting. Senior Planner Evan Kort summarized the appeal of the Esperanza Carmel JB Pastor building project. He noted that although the Planning Commission determined the project met floor area, historic, and CEQA standards, the Council partially disagreed with these findings at the August 4th hearing, and as a result, the hearing was continued to September 8, 2025. He said that at the August 4th hearing, Council instructed staff to draft a new resolution for formal adoption, reflecting the Council's conclusions on parking and landscaping, and to prepare separate motions addressing Maximum Floor Area, consistency with the Secretary of the Interior's Standards, and CEQA.

Public Comment:

Julie Wendt, representative for the appellants

Jeremiah Reynolds, attorney for the applicant (property owner)

Fred Kern

Joe DiNucci

Ms. Thomas

Andi Carr

Greg Hole

John Goode

Stacey Steele

Julie Christopher
 Gerry Perratore
 Edward Ruhnke
 Kati Enea
 Mike Brown
 Cindy Lloyd
 Courtney Primer
 Kristi Reimers
 Karyl Hall
 Neal Kruse
 Allison Shaman
 Leonard Lazarus
 Adam Jesselnick
 Parker Logan
 Daniel Alvarez
 Vinz Koller
 Victoria Beach
 Ian Martin, spoke on behalf of the appellants
 Ryan Aeschilman, representing the applicant (property owner)

RECESS

Council took a recess at 4:36 pm and resumed the meeting at 4:46 pm.

Councilmembers Baron, Dramov, and Buder stressed that the appeal hearing for the JB Pastor project is a quasi-judicial review, focused on applying existing codes and policies, not a platform for general frustrations or unrelated development concerns. Councilmember Dramov also responded to public comment, stating that the City Attorney confirmed her right to participate in the hearing. Council announced their decision to structure their deliberation by reviewing and considering the three (3) staff-recommended motions and Resolution 2025-076 one at a time.

Council discussed staff's recommendation #3, regarding consistency with the Secretary of Interior's Standards. Councilmember Dramov reiterated her concerns that the 2023 historic consultant report and prior Council resolution were flawed and did not provide a full professional analysis of the entire project. Councilmembers Baron and Buder acknowledged imperfections in the process but emphasized the need for predictability, noting that the applicant had relied on the prior Council's determination made in Resolution 2023-099.

Motion by Councilmember Baron, Motion finding for purposes of consideration by the Planning Commission upon remand, that the Esperanza Carmel Commercial - JB Pastor Building Project, as considered by the City Council on August 4, 2025 and September 8, 2025, is consistent with the Secretary of the Interior's Standards based on City Council Resolution 2023-099 and further directing City Staff to present to the Planning Commission on remand additional analysis addressing the Project's consistency with the Secretary of

the Interior's Standards. Motion seconded by Councilmember Buder, and passed 2-1 by the following roll call vote:

AYES: Councilmembers Baron and Buder

NOES: Councilmember Dramov

ABSENT: None

ABSTAIN: Mayor Pro Tem Delves (recused), Mayor Byrne (recused)

Council discussed staff recommendation #4, regarding the project's exemption from CEQA based on CEQA Guidelines Section 15331 (Class 31). Councilmember Dramov disagreed with the recommendation, asserting a full historic analysis including project impact and all 10 Secretary of Interior Standards is required before determining CEQA exemption.

Motion by Councilmember Buder finding for purposes of consideration by the Planning Commission upon remand, that the Esperanza Carmel Commercial - JB Pastor Building Project, as considered by the City Council on August 4, 2025 and September 8, 2025, Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15331 (Class 31) - Historical Resource Restoration/Rehabilitation and that no Exceptions to this Categorical Exemption contained in CEQA Guidelines Section 15300.2 apply to negate this Exemption and further directing the Planning Commission to consider the Project's eligibility under that Class 31 exemption based on the additional analysis of the Project's consistency with the Secretary of Interior Standard. Motion was seconded by Councilmember Baron, and approved 2-1 by the following roll call vote:

AYES: Councilmembers Baron and Buder

NOES: Councilmember Dramov

ABSENT: None

ABSTAIN: Mayor Pro Tem Delves (recused), Mayor Byrne (recused)

Council discussed staff recommendation #2, regarding compliance with the maximum floor area requirements (Carmel Municipal Code Section 17.14.140.C). Councilmember Baron said that he is satisfied with the Planning Commission's determination that the project complies with the code after the applicant made revisions. Councilmember Buder agreed, noting that although the code is ambiguous, he supports the Planning Commission's interpretation. Councilmember Dramov maintained her position, siding with the appellants, that the project exceeds the maximum floor area.

Motion by Councilmember Baron finding for purposes finding for the purposes of consideration by the Planning Commission upon remand that the Esperanza Carmel Commercial - JB Pastor Building Project, as considered by the City Council on August 4, 2025, complies with the Maximum Floor Area Requirements of City of Carmel-by-the-Sea Municipal Code Section 17.14.140.C. Motion was seconded by Councilmember Buder, and approved 2-1 by the following roll call vote:

AYES: Councilmembers Baron and Buder

NOES: Councilmember Dramov

ABSENT: None

ABSTAIN: Mayor Pro Tem Delves (recused), Mayor Byrne (recused)

Council recommendation #1, Resolution 2025-076, reaffirming the Council's direction on parking and landscaping. Councilmember Buder presented that an underground garage could accommodate required parking without lifts and noted the 3 reasons that the project does not qualify for in-lieu parking. Councilmember Baron raised concerns with the resolution language, stating the issue with lift systems is not only safety but also practicality, as tenants would be unlikely to use them. Councilmember Dramov agreed that a lift garage is not only a safety concern, it is unrealistic for public use.

Councilmember Buder suggested the Planning Commission consider developing a policy on parking lifts. Councilmember Baron recommended that any direction on this matter come from the full Council.

RECESS

Council took a recess at 5:56 p.m. and resumed the meeting at 6:06 p.m.

Council returned and resumed the meeting. Council requested staff add the history of in-lieu parking fees collected to the meeting record and provide copies to the public. City Clerk Romero confirmed the applicant had already received this document in response to a June 13, 2025, PRA request.

Public comment (on in-lieu parking history document):

Jeremiah Reynolds, on behalf of the applicant (property owner)

Ian Martin, on behalf of the appellants

Council discussed the project's proposed landscaping. Senior Planner Kort also presented the *Carmel Commercial Design Guidelines* document adopted in 2000, referencing examples of landscaping on pages 18–19, and noted the document would be added to the meeting record. Councilmembers agreed that rooftop landscaping, per existing guidelines and Municipal Code Section 17.34.080, should not be counted toward the 50% open space requirement, as open space refers to ground-level areas.

Motion by Baron to Adopt Resolution 2025-076, with the following modifications (underlined):

Section 1. Parking, A, iii and subsection B.iii, should read “The project applicant has not sufficiently demonstrated that the parking lifts can be operated safely in the context of where it is installed and will be readily available and used by the tenants of the building”; and

Section 2. Landscaping should read: “City Municipal Code Section 17.34.080.A.1 requires a minimum of 50 percent of the required open space on each site shall be landscaped. The City Council finds that the Project does not comply with the City landscaping requirements in City Municipal Code Section 17.34.080.A.1, or the intent of those landscaping requirements, because the Project’s landscaping on the roof should not be included in the calculation of the 50% landscaping requirement because this landscaping is not in the required open space and would not be visually accessible and, without the inclusion of the landscaping proposed for the roof, the Project will have less than 50% of required open space landscaped.

Motion seconded by Councilmember Buder, and approved 3-0-0-2 by the following roll call vote:

AYES: Councilmembers Baron, Buder, and Dramov

NOES: None

ABSENT: None

ABSTAIN: None

ADJOURNMENT

Council adjourned at 6:39 p.m.

APPROVED:

ATTEST:

Jeff Baron, Councilmember presiding over the
Appeal Hearing

Nova Romero, MMC, City Clerk

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

REGULAR MEETING MINUTES

Tuesday, September 9, 2025

CALL TO ORDER AND ROLL CALL

Mayor Byrne called the meeting to order in the Council Chambers 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

Assistant City Administrator Brandon Swanson led the pledge of allegiance.

EXTRAORDINARY BUSINESS

A. Carmel High School Report Out - None

B. Childhood Cancer Awareness Month Proclamation - Councilmember Dramov read the proclamation and presented it to Kathryn Vakili, Jacob's Heart representative.

C. Carmel Woman's Club Proclamation - Mayor Byrne read the proclamation and presented it to Tina DeMaria, President of the Woman's Club, as well as other members and past presidents of the club.

D. Volunteer Spotlight - Carmel Woman's Club - Tina Demaria recognized the Carmel Woman's Club (CWC) as the City's oldest non-profit organization, established in 1925. She announced that the CWC is commemorating 100 years of philanthropy and fellowship, dedicated to charitable giving, mutual support, intellectual growth, social enjoyment, and community welfare.

PUBLIC APPEARANCES

Karen Ferlito
Maria Ruess
Ross Pounds

ANNOUNCEMENTS

City Administrator Announcements - Assistant City Administrator Swanson reported that the City will be announcing a new interim Library and Community

City Attorney Announcements - none

Councilmember Announcements -

Councilmember Buder reported that the Affordable Housing Alternatives (AHA) Group plans to present a Housing Element Amendment to the Planning Commission in October, aiming for Council approval and state submission by year-end. He is collaborating with the Fire Preparedness Ad Hoc, Monterey Fire Department, and Public Works to develop fire mitigation and prevention strategies for the city and its residents and prioritizing those strategies. He said significant progress is being made on planning and cost estimates for these measures.

Mayor Pro Tem Delves commended the Forestry Department for their prompt response in clearing a hazardous tree limb on Ocean Avenue, while also resolving another nearby tree issue in the process. He also said that the Mayor and he met today and discussed a goal of completing or nearly completing several Council priority items before the end of the year, such as the Housing Element Amendment, Design Traditions 1.5 Update, ADU Ordinance, Street Addresses direction, Pickleball policy, and the Ambulance contract.

Councilmember Dramov thanked Ashlee Wright, former Library and Community Activities Commission Director, for her service and commitment, wishing her luck in her new role. She also thanked City Staff, especially Police, Public Works, and Community Activities, for their excellent work during a busy car week.

Mayor Byrne announced Carmel-by-the-Sea received the Governor's "Clean California Community" designation for its commitment to reducing litter, improving public spaces, and fostering community pride. He thanked residents and local organizations for their dedication. He also announced that the Harrison Memorial Library Renovation Project is off to a great start.

ITEMS CONTINUED FROM THE SEPTEMBER 8, 2025 MEETING

Item 6 - Resolution 2025-075 designating the 2025 Holiday Closure from December 24, 2025, through January 2, 2026

Mayor Pro Tem Delves pulled this item from consent to ask for clarification if it's mandatory for staff has to use their vacation time during the closure period or if it is optional. Mr. Swanson confirmed it is optional, and staff can request to work on projects during the closure with department head approval instead of using vacation time.

Motion by Mayor Pro Tem to adopt Resolution 2025-075, designating the 2025 Holiday 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

ORDERS OF BUSINESS

Item 1 - Resolution 2025-079 authorizing the City Administrator to enter into a contract with the City of Monterey for the Monterey Fire Department to provide fire and ambulance services to the City of Carmel-by-the-Sea

Assistant City Administrator Swanson highlighted challenges with Carmel's ambulance service, including rising costs, staffing shortages, and increased demand. He said that the Fire Ambulance ad hoc committee recommends entering into a 5-year contract with the City of Monterey for integrated ambulance and fire services, citing improved response times, enhanced training, and potential cost savings. Fire Chief Miller noted that county ambulance rates will increase by 40% on January 1, which Carmel Ambulance will adopt. Discussions with American Medical Response aim to secure compensation for Carmel's ambulance services outside city limits, generating revenue to offset operational costs. Council expressed their support for Fire Chief Miller's work on this and looks forward to the continued partnership for Fire and Ambulance Services.

Public Comment:

Ken White

Nancy Twomey

Motion by Mayor Pro Tem Delves to adopt Resolution 2025-079 to enter into a contract with the City of Monterey for Fire Department to provide fire and ambulance services to Carmel-by-the-Sea, 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 2 - Resolution 2025-077 authorizing the City Administrator to execute a Construction Contract with Coastal Paving & Excavating Inc. for the Base Bid plus Bid Additives 1 and 2, and a 20% contingency, in the total amount of \$2,778,378, for the Conglomerate Paving Project FY 24- 25

Project Manager Javier Hernandez detailed the Conglomerate Paving Project and competitive bidding results. He explained repaving is for deep asphalt repair, while microsurfacing is for minor repairs to extend lifespan. Mayor Pro Tem Delves asked about funds for paving near the Sunset Center on San Carlos, which Hernandez said would be added to the paving project if feasible. Council supported using all funding, including contingency, to pave as many streets as possible.

Public comment:
Karen Ferlito
Kevin Ruess

Motion by Councilmember Dramov to adopt Resolution 2025-077 to execute a contract with Coastal Paving and Excavating Inc. for the Base Bid plus Bid Additives 1 & 2, with a 20% contingency, for a total amount of \$2,778,378 for the Conglomerate Paving Project FY 24-25, 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

Item 3 - Resolution 2025-078 Approving the Ad Hoc Committee's Recommended Reduced Square Footage for Police and Public Works Facilities and Approving Issuance of the Request for Proposals (RFP) for Architectural Services for the Police and Public Works Facilities Project and Authorizing Staff to Release the RFP to Qualified Architectural Firms

Public Works Director Ken Wysocki gave a presentation on the Police and Public Works Building recommendations for an RFP. He requested Council approval to issue an RFP for an architectural and engineering firm to qualified firms. Mr. Wysocki answered Council questions on scope, timeline, and budget.

Public Comment:
Maria Ruess
Donna Jett

Council expressed support for the proposed RFP, and appreciated the inclusion of public engagement and the architect's understanding of Carmel's design standards and scale.

Motion by Councilmember Baron to adopt Resolution 2025-078 approving the reduced square footage for the Police and Public Works Facilities and approve the issuance of an RFP for Architectural services for the Police and Public Public Works Facilities to qualified architectural firms, 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

RECESS

Council took a recess at 6:25 pm and returned at 6:55 pm.

Item 4 - Resolution 2025-080 authorizing the City Administrator to enter into a Professional Services Agreement (PSA) with Opticos Design, Inc., for a not-to-exceed fee of \$180,000 to prepare objective design and development standards (ODDS) for accessory dwelling units, multifamily residential, and mixed-use residential - *Not adopted, directed staff to revisit in October with amended contract*

Principal Planner Marnie Waffle presented the Professional Services Agreement for an Objective Design and Development Standards consultant, highlighting the selection of Opticos Design Inc. as the vendor. She outlined the benefits of having clear and objective design guidelines, and summarized the project scope and outreach. Tony Perez from Opticos Design answered questions from Council.

Councilmember Buder voiced concerns that strong resident opinions could potentially impact the project's progress, and questioned whether \$180K would be enough to cover the costs associated with early public engagement to bring the community on board.

Public comment:

Nancy Twomey

Kevin Ruess

Maria Ruess

Donna Jett

Councilmember Dramov expressed concern that past projects relying heavily on consultants led to community backlash and contentious processes. Councilmember Buder recommended forming a community committee with checkpoints during the process. Councilmember Baron and Mayor Pro Tem Delves expressed reservations about a community committee, citing concerns with prior committee processes, and preferred Council and staff oversight with later community input.

Mayor Pro Tem Delves supported moving forward, noting the project focuses on ADU, multifamily, and mixed-use design standards (not R-1 zones), which should reduce public concern. He favored offering 3–5 design style options to simplify the process. Councilmember Baron emphasized the need for the agreement to streamline ADU design and preferred making amendments now rather than adopting and revising later.

Assistant City Administrator Swanson noted the agreement could be amended and returned at the next meeting if Council desired. Mayor Byrne supported moving forward but after consulting with staff, agreed it would be better to return with an amended proposal.

Council directed staff to work with Opticos and return next month with a revised proposal including greater community engagement.

Item 5 - Resolution 2025-081 approving a revised Reasonable Accommodation policy and procedure (C11-01) to ensure individuals with disabilities have equal access to housing

Principal Planner Waffle introduced the item, beginning with an overview of Senate Bill 520. She explained that the bill mandates a reasonable accommodation policy to help individuals with disabilities obtain and keep housing. She noted that the city's existing policy, last updated in 2011, needed revision. Ms. Waffle then summarized the proposed changes, which included addressing the subjectivity of a specific finding, redefining an aggrieved party, and other modifications designed to incorporate best practices, correct grammar, standardize formatting, and improve overall clarity.

Public comment:
none

Motion by Mayor Pro Tem Delves to adopt Resolution 2025-081 approving a revised Reasonable Accommodation Policy (C11-01), seconded by Councilmember Baron, 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

FUTURE AGENDA ITEMS

None

CLOSED SESSION

Item 6 - CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

Property: Rio Park, East of Dolores Street and Lasuen Drive, Carmel-by-the-Sea (APN: 009-521-002-000)

Agency negotiators: City Administrator, City Attorney

Negotiating parties: Carmel Area Wastewater District (CAWD) Under negotiation: Price and terms of lease

Mayor Byrne read the closed session title.

Public Comment: None

ADJOURNMENT

Council adjourned to closed session at 8:26 p.m.

APPROVED:

ATTEST:

Dale Byrne, Mayor

Nova Romero, MMC, City Clerk



CITY OF CARMEL-BY-THE-SEA
City Council
Staff Report

October 6, 2025

CONSENT AGENDA (Estimated time - 5 min)

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: August 2025 Monthly Reports

RECOMMENDATION:

Review and receive monthly reports.

BACKGROUND / SUMMARY:

This is a monthly series of reports:

- City Administrator Contract Log (*None under \$60K in August*)
- Community Planning and Building Department Reports
- Police, Fire, and Ambulance Reports
- Public Records Act Requests
- Public Works Department Reports

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

None for this action.

ATTACHMENTS:

1. Community Planning & Building Department Monthly Report - August 2025
2. Police, Fire, and Ambulance Reports - August 2025

3. Public Records Act Requests - August 2025
4. Public Works Director's Report - August 2025



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:	September 2, 2025
APPROVED BY:	Anna Ginette, Director of Community Planning and Building

AUGUST 2025 – DEPARTMENT ACTIVITY REPORT

I. PLANNING PERMIT APPLICATIONS:

In August 2025, **26** planning permit applications were received.

II. BUSINESS LICENSE APPLICATIONS:

In August 2025, **4** business license applications were received.

III. BUILDING PERMIT APPLICATIONS:

In August 2025, **52** building permit applications were received.

IV. CODE COMPLIANCE CASES:

In August 2025, **35** new code compliance cases were created.

V. TRANSIENT RENTAL COMPLIANCE CASES:

In August 2025, **4** new transient rental compliance cases were created.

VI. ENCROACHMENT PERMIT APPLICATIONS:

In August 2025, **29** encroachment permit applications were received.

VII. TREE PERMIT APPLICATIONS:

In August 2025, **32** tree permit applications were received.

VIII. YEAR-TO-DATE TRENDS

Table 1 includes the following August 2025 totals:

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

August 2025 totals are provided alongside August 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	270	42	394	117	12	172	252
2025 YTD Totals	260	31	396	151	14	162	240
YTD % Difference	-3.70%	- 26.19%	+0.51%	+29.06%	+16.66%	-5.81%	-4.76%



Planning Permit Report

08/01/2025 - 08/31/2025

Permit #	Permit Type	Permit Identifier	Track	Project Description	Address/Location	Date Received	Date Approved	Status
25260	Sign	SI 25260 (Ashley Yeates Collection)		New business sign	San Carlos btw Ocean & 7th	8/28/2025		Pending Assignment
25259	Preliminary Site Assessment	PSA 25259 (Fanger)		Home Addition & Remodel	3069 Rio Rd			Pending Assignment
25258	Sign	SI 25258 (Malbon)		Signage on front door of the store	San Carlos Street 3 NE of 6th			Pending Assignment
25257	Variance	VA 25257 (Munoz)		Residential Remodel	4th Ave 3NE Monte Verde			Incomplete Submission
25256	Historic Evaluation	HE 25256 (Roy)		Tear off the existing tar & gravel and install 2 layers of underlayment. Install 14 squares of new tar & gravel roof in the color "Natural Grey".	Torres 8 SW of 10th	8/25/2025		In Review
25255	Historic Evaluation	HE 25255 (All Saints Parish)		Replace wood shake shingles with synthetic composition shingles that emulate the current wood shakes. They will be uniform width, the same as the current shingles, and will be Class A fire resistant, Class 4 impact resistant, and high wind resistant	SW Corner Dolores & 9th	8/21/2025		In Review
25254	Design Study	DS 25254 (Sosna)	One	The project consists of the repair of the existing approximately 175 sq ft west facing deck at the upper floor level. The project requires removal of the tile surface, plywood underlayment & the stucco under the deck. New spaced deck boards will replace the existing surface. Deck joist hangers will be replaced as needed. A 2x4 redwood board will be attached to the existing 2x6 top rail to make the deck surface to top rail rail height the required 42". The existing dining room French doors will be replaced with a 5'-10"x4'-10" picture window to match the existing. A deck flashing will be added where the deck meets the walls and will require stucco patching to match the existing.	Santa /fe St. 3 NE of 6th Ave	8/26/2025		In Review

25253	Historic Evaluation	HE 25253 (Levett Properties)	One	Applying for a Phase 1 Intensive review per plan check comments received on BP 250286. The project is Replacing Railings in kind on all balconies for CA SB721 compliance and replacing a rotted header at car pass through	SW Corner of Lincoln & 7th	8/20/2025		In Review
25252	Design Study	DS 25252 (Fanger)	Two	300 sqf addition to fully detached sfd and kitchen remodel and stair case	3069 Rio Rd			Incomplete Submission
25251	Design Study	DS 25251 (Gallacher)		100 ft Fence rebuild, 15 ft is at the front of the property	Monte Verde 5 SW of 5th Carmel			Incomplete Submission
25250	Sign	SI 25250 (VIN by the Sea)		Business Sign	Dolores 2 NW of 6th		8/27/2025	Approved
25249	Preliminary Site Assessment	PSA 25249 (Dale)		Demolition of existing 1,168 SF house. New house and detached carport.	San Carlos Street 2 NW 11th Street	8/22/2025		In Review
25248	Design Study	DS 25248 (Ward)	One	to repaint house. Painted a lighter blue color with white trim. Doors painted a light navy blue. to repair rotten deck boards and misc PT blocking. Install new trex deck boards and change guard rail to trex composition white posts, rails, and balusters.	Lincoln St 4 SE of 12th	8/21/2025		In Review
25247	Design Study	DS 25247 (Goodhue)	Streamlined	Tear of existing wood shake roof & install new underlayment on entire roof deck. Install 20 squares of Sheffield 16" wide standing seam metal roof in the color "Vintage". If "Vintage" is not approved, we would like to propose a "Medium Bronze" or "Dark Bronze" color.	Lincoln 3 SE of 13th	8/21/2025		In Review
25246	Historic Evaluation	HE 25246 (Zucchini)		Determination of historic status	SW Corner Camino Real & 4th	8/19/2025		In Review

25245	Temporary Use Permit	TUP 25245 (Alex Shchebet)		1) This temporary event approval of the Mother Clay Art Show is for Saturday, August 16, 2025, from 5:00 p.m. to 9:00 p.m. 2) Attendance is by invitation only and limited to a maximum of 75 people. 3) This temporary event approval includes serving light beverages (juice, soft drinks and wine) to attendees with live music by a cellist, guitarist or soundtracks from a speaker. 4) Music shall not be audible outside of the courtyard to the extent that it disturbs occupants of adjacent properties. 5) At no time shall the courtyard space exceed its posted occupancy.	a Rambla, Lincoln 2 SW of Ocean	8/13/2025	8/14/2025	Approved
25244	Design Study	DS 25244 (Del Santo)	One	REMODEL OF AN (E) TWO STORY SINGLE FAMILY HOUSE WITH ATTACHED GARAGE. REPLACE (E) ASPHALT SHINGLE ROOF WITH NEW. REPLACE (E) ALUM. WINDOWS & DOORS WITH NEW ALUM. CLAD WINDOWS & DOORS. REPAINT (E) STUCCO SIDING. ADD NEW STONE VENEER. INSTALL (3) NEW SKYLIGHTS. REMODEL (E) DECK - REPLACE GLASS RAILING WITH NEW, INSTALL NEW TILE FLOORING.	NWC Casanova and 8th			Incomplete Submission
25243	Preliminary Site Assessment	PSA 25243 (Carmel Seas the Day LLC)		PSA for ADU	Lobos Street 4 NE 3rd Avenue			Incomplete Submission
25242	Historic Evaluation	HE 25242 (French)		Request removal from Historic List	Torres 4 NW of 8th	8/11/2025		In Review
25241	Design Study	DS 25241 (Palco Land & Re Group LLC)		Design Study application for SFD remodel and garage pivot	San Antonio 5 NE of 4th			Incomplete Submission
25240	Design Study	DS 25240 (Ramos)	One	Original synthetic shake roof replaced with new synthetic shake roof. Fireplace structure rebuilt to existing code. Interior and exterior veneer stone reused as possible. Partial replacement of existing windows/doors with like to like	NE Corner of 12th and San Antonio	8/11/2025		In Review

25239	Design Study	DS 25239 (Moore)	One	SCOPE OF WORK: · UNDERGROUND ELECTRICAL LATERAL, UPGRADE ELECTRICAL PANEL & ELECTRICAL THROUGHOUT · UPGRADE PLUMBING THROUGHOUT, (N) WASTE LINE @ HOUSE · KITCHEN & BATHROOM REMODEL · CEILING VAULTING · DOOR & WINDOW REPLACEMENTS W/ ALTERATIONS · (N) FURNACE · RE ROOF, DEMO CHIMNEY · FIRE SUPPRESSION SYSTEM SPRINKLER DEFERRED SUBMITTAL ADD ANCHOR BOLTS WHERE REQ'D BY STRUCTURAL ENGINEER	4TH ST., 2NE OF TORRES			Incomplete Submission
25238	Sign	SI 25238 (Jeremy Carter Agency)		Business sign	Mission 2 NE of 5th			Incomplete Submission
25237	Temporary Use Permit	TUP 25237 (Barmel)		1) This temporary event approval is for Friday, August 15, 2025 and Saturday, August 16, 2025, and allows the restaurant to remain open until 1:00 a.m. with the last guest seated at 12:00 a.m. 2) This approval does not include any live music. 3) Private on-site security shall remain on-site until all guests have left the property. 4) This approval does not include service, dining or consuming alcoholic drinks within the courtyard area. 5) At no time shall Barmel Supper Club exceed its posted building occupancy. 6) If at any time there is a security issue, Barmel Supper Club will close immediately.	San Carlos & 7th	8/5/2025	8/14/2025	Approved
25236	Design Review			New exterior paint	24735 Dolores Street	8/2/2025		Closed

25235	Design Study	DS 25235 (P&T 2024 LLC)	One	Revision to DS 25807 and building permit 250172: Change Hip and Gable garage roof previously approved with a Spanish tile roof to a flat roof with gable front parapet and TPO membrane roof with ballast.	Lincoln 5 NE of 13th		8/27/2025	In Review

Total Records: 26

9/2/2025



Business License Report

08/01/2025 - 08/31/2025

Entity #	Application Type	Business Name	Business Description	Location	Date Received	Date Approved	Status
25037	New Business	Coastal Carmel	Transportation Services	7th Ave 2 NW of Lincoln	8/29/2025		In Review
25036	New Business	Domaine Messier	Wine shop/retail sales of wine	E/S Dolores between Ocean & 7th	8/29/2025		In Review
25035	Business Name Change	Live off the Bench	Personal Training, Foundation Training, and SPRT Therapy	Lincoln 3 SE of Ocean	8/27/2025		In Review
25034	Location Change	Brad's Barkery, LLC	Dog & pet supplies; Retail NAICS 453910; Dog grooming (no boarding) NAICS 812910	Mission & 7th	8/6/2025	8/13/2025	Approved

Total Records: 4

9/2/2025



Building Permit Report

08/01/2025 - 08/31/2025

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
250396			Section 6409(a) modification to an existing cell site.	15,000	Building	Southwest Corner of Torres St & 5th Avenue
250395	8/29/2025	8/29/2025	Repaint front of building existing color	0	Exempt Work	Dolores 3 SE 7th
250394	8/27/2025		Remove existing wall furnace and install forced air heater in the attic. Replace existing convention water heater with on-demand heater. Replace shower with shower over tub. Replace existing wood burning fireplace with gas log unit. Minor roof repairs per home inspection report.	15,000	Building	Mission 2 SE of 9th
250393	8/27/2025		Interior remodel of existing house. Demolish closets and build new master bathroom with closets. Modify existing powder room and laundry - electrical and plumbing. No changes to existing site improvements.	90,000	Building	Sterling Way 2 SE of Perry Newberry
250392	8/27/2025		Re-Roof	11,000	Roofing	Carpenter 2 NW of 1st
250391	8/25/2025		Replace existing full-height kitchen window with french doors, addition of three new skylights, and addition of a glass panel wind break to the lower level patio wall.	30,000	Building	Scenic 4 SE of 8th
250390	8/22/2025		Conversion of (e) guest house into an ADU. Replace water fixtures to improve water usage and allow for a full kitchen.	2,500	Building	SW Corner of San Carlos & Vista
250389	8/22/2025	8/22/2025	Tear off (e) tar & gravel roof and install new underlayment. Install 16 squares of new tar & gravel roof in the color "Natural Gray" to match existing.	37,022	Roofing	Lobos 5 NE of 2nd
250388	8/22/2025	8/22/2025	Install landmark TL shingles color is "Shenandoah".	26,500	Roofing	Mission 2 NW of 11th
250387	8/21/2025	8/21/2025	Replace main trunk of gas line-see drawing attached	10,557	Plumbing	Scenic 8 SE of 8th
250386	8/21/2025	8/21/2025	Sand & refinish floors, install carpet in a bedroom and paint interior.	0	Exempt Work	8th 2 SE of Forest
250385	8/21/2025		Tear off (e) tar and gravel roof and install new underlayment. Install 14 squares of new Malarkey Legacy comp shingle in the color "Weathered Wood".	31,544	Roofing	Torres 8 SW of 10th
250384	8/20/2025	8/26/2025	Tear off (e) flat section over roof over front door and replace in-kind with new cap sheet in color "White".	9,380	Roofing	SE Corner of Ocean & San Carlos
250383	8/20/2025	8/22/2025	Install two Enphase batteries and one Enphase IQ combiner / 14.16 kW / 20.0 kWh	36,000	Electrical	Guadalupe 2 NE of 1st

250382	8/20/2025		Installation of exterior fire sprinkler system	0	Exempt Work	Ocean Ave 2 SW of Camino Real
250381	8/20/2025		Interior remodel of two bathrooms and replacement of associated plumbing piping and fixtures. No increase in water credits authorized.	7,000	Building	Lincoln 3 NW of 11th
250380	8/19/2025	8/19/2025	Remove tile floors and replace with new engineered wood flooring. Remove stone countertops and replace with new stone countertops. Remove and replace carpeting. Remove and replace cabinet doors and drawers in kitchen. Interior paint throughout.	0	Exempt Work	Dolores 4 NE of 8th
250379	8/19/2025		Remove and replace termite damaged post. Install new deck beam and blocking between joists.	12,000	Building	NW Corner of Junipero & 4th
250378	8/18/2025	8/21/2025	Replace 55' of 3/4" copper water line from meter to bathroom.	5,600	Plumbing	SE Corner of Dolores & 5th
250377	8/18/2025		to repaint house. Painted a lighter blue color with white trim. Doors painted a light navy blue. To repair rotten deck boards and misc PT blocking. Install new trex deck boards and change guard rail to trex composition white posts, rails, and balusters	0	Exempt Work	Lincoln 4 SE of 12th
250376	8/18/2025	8/22/2025	New exterior paint including trim in approved colors "Vanillin" and "Rain Cloud"	0	Exempt Work	SW Corner of Mountainview & Crespi
250375	8/18/2025		Installation of new gas fire pit in courtyard.	5,000	Building	SE Corner of Torres & 5th
250374	8/15/2025	8/15/2025	Tear off comp shingle roof & cap sheet roof on flat roof. Install 20 squares of new CertainTeed Landmark TL roof in color "Shehandoah" and 10 squares of cap sheet to match the composition shingles color.	37,930	Roofing	Camino Real 3 SE of 7th
250373	8/15/2025		Replace (e) attached aluminum greenhouse with new wood solarium. Remodel of two bathrooms.	90,000	Building	Junipero 5 SE of 8th
250372	8/15/2025		MODIFY PARKING SPACE TO MATCH ADJACENT PAVER STONE DRIVEWAY. INSTALL CURB ON TWO SIDES TO MATCH REAL CARMEL STONE LANDSCAPE WALL. INSTALL NEW HOT ASPHALT TO TIE INTO STREET CURB AND DIRECT STORM WATER RUN-OFF. INSTALL DECORATIVE STONE COVERING AT EXISTING DRAIN OUTLET. DO NOT OBSTRUCT DRAIN.	12,000	Building	10th 2 NW of DOLORES STREET
250371	8/14/2025	8/18/2025	Tear off existing roof and install CertainTeed Presidential TL roof in color Aged Bark.	26,700	Roofing	8th 2 NE of Forest
250370	8/14/2025	8/28/2025	Installation of stone chimney veneer.	1,500	Building	NE Corner of Dolores & 2nd

250369	8/14/2025	8/18/2025	Remodel of guest and main bathroom in residence.	80,000	Building	Dolores 4 SW of 12th
250368	8/13/2025	8/20/2025	Replace existing south fence, 50 LF, like for like of non-conforming fence. Fence ranges between 6' and 7' and shall be replaced in like kind and style.	5,000	Exempt Work	SE Corner of Torres & 5th
250367	8/13/2025		Interior renovation of existing kitchen and bathrooms. Remove existing roof and install new composition GAF Timberline HDZ roof in color "Sagewood". Repair existing wood shingle siding and paint. Repair existing entry wood deck and stairs, replace railings. Replace existing black aluminum frame windows with new windows to match. Replace damaged skylight at bathroom two. Install new skylight at primary bathroom. Install new flooring throughout.	100,000	Building	Santa Fe 2 NE of 5th
250366	8/13/2025		Remodel existing house and convert garage to JADU.	175,000	Building	San Carlos 3 SW of Vista
250365	8/13/2025	8/22/2025	Remodel of (e) 55sf half bathroom to become full bathroom in the same footprint.	25,000	Building	Lobos 3 SW of Third
250364			Addition of new outdoor spa, new fire suppression equipment room, revised driveway material, revised site coverage calculations.	8,000	BP Revision	Dolores Street, 3 SE of 3rd Avenue, Carmel CA
250363	8/13/2025		Kitchen renovation of existing one-story SFR. Renovation includes opening one wall from kitchen into living room / dining room and installing a breakfast bar countertop.	5,000	Building	Lobos 4 NE of 3rd
250362	8/12/2025	8/12/2025	Repair/replace electrical service riser damaged by vehicle.	1,000	Electrical	Mission 3 SW of Alta
250361	8/11/2025	8/21/2025	Tear off existing wood shake roof and install new underlayment. Install 26 squares of new DaVinci Cool Roof Multi Width synthetic slate in the color "Castle Gray".	158,837	Roofing	Monte Verde 4 SE of 10th
250360	8/11/2025		Replacement of an existing retaining wall located on slope north side of property.	135,000	Building	Mission 2 NW of 2nd
250359	8/11/2025	8/11/2025	Replace main service panel, upgrade from 100amp to 200amp.	2,400	Electrical	2nd 3 SE of Carpenter
250358	8/11/2025	8/11/2025	Remove 19 gallon electric water heater and replace with Bradford White BRE120U61NCW - exact specifications as existing heater.	2,000	Plumbing	Ocean 2 NE of Lincoln
250357	8/8/2025	8/11/2025	Re-roof: Remove existing wood shake and replace with "Class A" CertainTeed Landmark TL. Color: Shenandoah - Brown	28,670	Roofing	Monte Verde 4 SW of 4th
250356	8/8/2025		DEMOLISH SHOWER IN SECOND BATHROOM AND REPLACE WITH LARGER SHOWER	30,000	Building	10th 2 NW OF DOLORES STREET

250355	8/7/2025		Prep work for residential elevator install. Framing and Electrical.	44,265	Building	Guadalupe 3 SW of 2nd
250354	8/7/2025		Prior side private property fence was replaced due to failure and collapse of old fence. Replaced wood fence. Fence height in total is 4 feet 5 inches	0	Exempt Work	
250353	8/6/2025	8/6/2025	Replacement of wood fence with new wood fence in the side yard not in the front setback	0	Exempt Work	Santa Fe 6 SW Ocean
250352	8/4/2025		Stucco repair, waterproofing, window replacement	4,500	Building	Guadalupe St 4 SE 5th Ave
250351				0		
250350	8/4/2025		Stucco repair, waterproofing, window replacement	4,500	Building	Guadalupe St 4 SE 5th Ave
250349	8/4/2025	8/4/2025	REPLACE OLD BOILER WITH A NEW ONE	11,486	Plumbing	MONTE VERDE 5 NE OF 4TH
250348	8/4/2025	8/6/2025	R&R FAU with Bryant 926TC48080 FAU like for like	8,605	Mechanical	8th 2 NE of Casanova
250347	8/4/2025	8/4/2025	Meter panel exchange with newer grade meter box.	3,500	Electrical	Lincoln St 2 NE of 8th
250346	8/1/2025	8/15/2025	Painting the property in approved colors "Vanillin" and "Rain Cloud"	0	Exempt Work	SE corner of Dolores and 8th
250345	8/1/2025	8/1/2025	Tear off existing tar & gravel roof and install new underlayment. Install 17 squares of new Class A Sheffield Metal 16" standing seam roof in the color "Sierra Tan".	48,980	Roofing	Santa Rita 2 NE of 3rd

9/2/2025

Total Records: 52



Code Compliance Report

08/01/2025 - 08/31/2025

Case #	Case Date	Status	Location	Problem Description	Date Received	Date Closed
25215	8/29/2025	Open	NW Corner San Carlos & Ocean	A-Frame sign in public right-of-way	8/28/2025	
25214	8/29/2025	Open	Mission 2 NW of 6th	TV with rotating photos located in display window.	8/28/2025	
25213	8/28/2025	Closed	8th 2 SW of Mountain View	Signs in the public right-of-way	8/28/2025	8/29/2025
25212	8/27/2025	1st NOV sent	SW corner of San Carlos and 8th	Transient rental	8/27/2025	
25211	8/26/2025	Potential STR identified	Mission 3 SE of 9th	Transient rental	8/26/2025	
25210	8/26/2025	Open	Mission 3 NE of 10th	Cones in public right-of-way	8/26/2025	
25209	8/25/2025	Open	Mission 4 NE of 10th	Sign and cones controlling the public right-of-way	8/25/2025	
25208	8/25/2025	Closed	SW corner of Lincoln and 10th	Portable toilet in public view	8/25/2025	8/27/2025
25207	8/20/2025	Closed		Overflowing trash receptacles in walkway	8/19/2025	
25206	8/27/2025	Closed	SW Corner of Mountain View & Crespi	Working outside of approved construction hours.	8/27/2025	8/27/2025
25205	8/26/2025	Open	San Antonio 2 NW of 7th	Possible transient rental	8/21/2025	
25204	8/28/2025	Open	San Carlos 2 NE of 7th	Unpermitted, plastic ice cream cone mounted to the building	8/28/2025	
25203	8/21/2025	Closed	NE corner of Monte Verde and 7th	Sewage overflow onto public sidewalk	8/20/2025	8/22/2025
25202	8/20/2025	Closed	Ocean SE of Monte Verde	Aggressive soliciting	8/19/2025	8/21/2025
25201	8/19/2025	Open	Dolores 4 NE of 8th	Exterior alterations without a permit	8/19/2025	
25200	8/19/2025	Closed	San Carlos 2 NW of 8th	Illegal discharge of water into storm drains.	8/19/2025	
25199	8/19/2025	Closed	Casanova 2 NW of 13th			8/19/2025
25198	8/18/2025	Open	Dolores 3 SW of 2nd	Large planter pots in the public right-of-way	8/18/2025	
25197	8/18/2025	Closed	SW Corner of Dolores and 2nd	"Resident Parking Only" sign adjacent to public right-of-way	8/15/2025	8/28/2025
25196	8/18/2025	Closed	Mission 2 SW of Ocean	Unpermitted exterior banner sign	8/15/2025	8/18/2025
25195	8/18/2025	Open	Monte Verde 5 SW of 5th	Fence construction without permit	8/18/2025	
25194	8/15/2025	Open	SW Corner of Ocean & Mission	Overflowing trash bins	8/15/2025	

25193	8/14/2025	Open	SW Corner of Ocean & Mission	Operating without a business license; failure to provide a bathroom to customers.	8/14/2025	
25192	8/12/2025	Open	SW corner of Junipero and 9th	Trash enclosure without a permit	8/12/2025	
25191	8/14/2025	Open	Dolores NE of 6th	Operating business without a license and Use Permit	8/14/2025	
25190	8/14/2025	Closed	NE Corner of Monte Verde & 10th	Cone in public right-of-way	8/14/2025	8/18/2025
25189	8/14/2025	Closed	Mission NW of 8th	Cones in public right-of-way	8/14/2025	8/14/2025
25188	8/4/2025	Closed	7th NE of Dolores	Water discharge into sidewalk and street	8/4/2025	8/4/2025
25187	8/14/2025	Closed	Dolores NE of 6th	Overflowing trash cans in walkway	8/13/2025	8/15/2025
25186	8/12/2025	Closed	NW Corner of San Carlos & 6th	Merchandise table in the public right-of-way	8/12/2025	8/13/2025
25185	8/12/2025	Open	NEC Santa Fe & 5th	Overgrown vegetation; unsightly waste and debris visible from public right-of-way	8/11/2025	
25184	8/12/2025	1st NOV sent	NWC of Santa Rita and 4th	Short-term rental	8/12/2025	
25183	8/8/2025	Open	SW Corner of Mountain View & Crespi	Painting exterior of house without planning approval; possible short term rental.	8/8/2025	
25182	8/7/2025	Closed	San Carlos 2 SW of 4th	Loud noises; constant use of power tools	8/5/2025	8/8/2025
25181	8/1/2025	Open	Guadalupe 4 SE of 5th	Construction without a permit	8/1/2025	

Total Records: 35

9/2/2025



Transient Rental Report

01/01/2025 - 08/31/2025

Case #	Street	Status	Date Received	Last Status Date	Date Closed
25212	San Carlos	1st NOV sent	8/27/2025	8/27/2025	
25211	Mission	Potential STR identified	8/26/2025	8/26/2025	
25205	San Antonio	Potential STR identified	8/21/2025	9/9/2025	
25184	Santa Rita	1st NOV sent	8/12/2025	8/12/2025	
25176	13th	Potential STR identified	7/14/2025	8/14/2025	
25175	Torres	Fines administered	7/10/2025	8/14/2025	
25163	2nd	Closed	6/13/2025	8/15/2025	8/15/2025
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	Closed	3/26/2025	5/26/2025	5/26/2025
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: 14

9/11/2025



Encroachment Permit Report

08/01/2025 - 08/31/2025

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
250200	Temp Ench	8/29/2025	Replace sewer lateral using pipe bursting.	Santa Rita 4 SW of Ocean		In Review
250199	Temp Ench	8/29/2025	Trim one tree making contact with power facilities. PM# 8210320.	8th Ave		In Review
250198	Temp Ench	8/29/2025	Trim one tree making contact with power facilities. PM# 8210320.	2922 Santa Lucia	9/2/2025	Issued
250197	Temp Ench	8/29/2025	Trim four trees that are making contact with power facilities. PM# 8210320.	Four locations throughout City		In Review
250196	Temp Ench	8/28/2025	Excavate a 4'x3' & a 3'x3' pit to repair water leak damages.	Santa Rita 144' N of 6th		In Review
250195	Temp Ench	8/28/2025	Excavate a 4'x3' pit to repair water leak damages.	Lincoln 207' N of 10th		In Review
250194	Temp Ench	8/28/2025	Excavate a 15'x3' pit to repair water leak damages.	Camino Real 116' N of 11th		In Review
250193	Temp Ench	8/28/2025	Excavate a 5'x5' pit to repair water leak damages.	6th 102' E of San Carlos		In Review
250192	Temp Ench	8/28/2025	Excavate a 21'x4' pit to repair water leak damages.	Dolores 260' S of 2nd		In Review
250191	Temp Ench	8/28/2025	Excavate a 28'x2' pit to repair water leak damages.	Ocean 144' W of Scenic		In Review
250190	Temp Ench	8/28/2025	Excavate a 21'x4' pit to repair water leak damages.	San Antonio 236' S of 9th		In Review
250189	Temp Ench	8/28/2025	Excavate a 3'x3' and 5'x10' put to repair water leak.	Carmelo 86's N of 12th Ave		In Review
250188	Temp Ench	8/28/2025	Construction of new SFR and ADU. Posting of No Parking signs in the two parking stalls in front of the vacant lot being built on. Encroachment is for access only, no storage of materials in the ROW.	Mission 3 NE of 10th		In Review

250187	Temp Ench	8/26/2025	Remove waste trap and install new lateral installation for ADU.	SW Corner of Torres & 8th	8/27/2025	Issued
250186	Temp Ench	8/21/2025	PG&E to replace pole, overhead transformer, and secondary box. Install underground service. PM# 35545444.	Carmelo 2 NW of 12th	8/21/2025	Issued
250185	Temp Ench	8/19/2025	Trench 2' from water meter to building, drill through exterior wall and install new 3/4 copper line inside suite.	SE Corner of Dolores & 5th	8/20/2025	Issued
250184	Temp Ench	8/18/2025	Closure of shoulder to access SB #341 & SB #343. AT&T job #A05AL16.	SE Corner of Ocean & San Carlos	8/18/2025	Issued
250183	Temp Ench	8/13/2025	Applicant to trench, backfill, & install electric substructures. PG&E to install underground service. PM# 35634358.	Santa Fe 3 NW of 6th	8/14/2025	Issued
250182	Temp Ench	8/13/2025	Replace 50' of sewer lateral from house to wye at the City main. Dig bell hole and expose pipe, backfill.	Santa Rita 6 SE of Ocean	8/13/2025	Issued
250181	Temp Ench	8/12/2025	Trenching in the street for a new gas line from the house to the main in the street.	Santa Fe 4 NW of 6th	8/13/2025	Issued
250180	Temp Ench	8/12/2025	Replacement of sewer lateral using pipe bursting.	Lincoln 3 NE of 12th	8/13/2025	Issued
250179	Temp Ench	8/12/2025	Replace sewer lateral using pipe bursting.	SE Corner of Guadalupe & 1st	8/13/2025	Issued
250178	Temp Ench	8/11/2025	PG&E to replace crossarm, insulator, and visibility strip. PM# 31744925 & 31727127.	NE Corner of Casanova & 8th	8/12/2025	Issued
250177	Temp Ench	8/11/2025	PG&E to replace conductor. PM# 31744327.	San Carlos 3 SE of 10th	8/12/2025	Issued
250176	Temp Ench	8/8/2025	Sewer lateral spot repair. Placement of excavation equipment in right of way.	Carpenter 2 NW of 5th	8/13/2025	Closed
250175	Temp Ench	8/12/2025	Replace sewer lateral using pipe bursting	24736 San Carlos St	8/13/2025	Issued
250174	Temp Ench	8/7/2025	Remove red bricks; dig down 8-10 inches; install 4 inch pipe from building to curb/sidewalk; backfill relay bricks	San Carlos 3 NW 7th		In Review

250173	Temp Ench	8/5/2025	Public Works power washing	various - see attached	8/7/2025	
250172	Temp Ench	8/1/2025	Replace full sewer lateral from driveway to city main	Lincoln 3 NE of 13th Ave	8/12/2025	Issued

Total Records: 29**9/2/2025**



Tree Permit Report

08/01/2025 - 08/31/2025

Permit #	Permit Date	Permit Type	Location of Property	Description	Status	Approved Date
25209	8/1/2025	1. Tree Evaluation	Torres 2 NE of 4th	2- 20" DBH Coastal Live Oaks, 2- 30" DBH Monterey pine	Approved	8/14/2025
25210	8/1/2025	2. Tree Removal/Pruning	San Carlos 4 SE of Alta	1- 80 ft Monterey pine	Approved	8/5/2025
25211	8/4/2025	2. Tree Removal/Pruning	Lincoln 5 SE of 10th	Removal: 1- 24" pine tree, 1- 6" Oak tree, 1- 8" oak tree & 1- 12" oak tree	In Review	
25212	8/5/2025	2. Tree Removal/Pruning	SE Corner 7th and Camino Real, Carmel Ca 93923	Removal 1 Dead Oak Tree	Approved	8/27/2025
25213	8/5/2025	2. Tree Removal/Pruning	Ocean and Del Mar SE corner	Remove large ,dangerous Eucalyptus trees	In Review	
25214	8/5/2025	1. Tree Evaluation	Santa Fe - 4 sw of 4th	tree evaluation	In Review	
25215	8/6/2025	2. Tree Removal/Pruning	Ocean 4 NE of Carpenter	EVALUATION FOR REMOVAL: 1 Monterey pine 43" diameter 85' tall. 2 ea. Acacia 1,6 diam. 8' tall, multi trunk. only 1/3rd living PRUNING: trim horizontal limb (over 6") of oak @ Southeast corner	Approved	8/6/2025
25216	8/6/2025	2. Tree Removal/Pruning	Santa Rita 3 NE of 3	2 60' redwood trees for removal	Approved	8/11/2025
25217	8/7/2025	1. Tree Evaluation	Mission 3 SE of 10th	One approximately four-story pine tree	Approved	8/22/2025
25218	8/8/2025	2. Tree Removal/Pruning	SE Corner of Dolores and 8th	2 Pine trees	In Review	

25219	8/11/2025	2. Tree Removal/Pruning	Carmelo 2 SE of Ocean	2 oaks 28" and 16"	In Review	
25220	8/13/2025	2. Tree Removal/Pruning	7th Ave. 2 SW of Casanova	100' Oak	Approved	8/22/2025
25221	8/14/2025	2. Tree Removal/Pruning	Camino Real 4 NE of Ocean	1- 21" Monterey pine; 1- 10" Oak	Approved	8/14/2025
25222	8/15/2025	2. Tree Removal/Pruning	San Carlos 2 NE of 13th	trim three oak trees away from home/structure. the tree oaks belong to the neighbor on 3rd NE	In Review	
25223	8/16/2025	1. Tree Evaluation	9th Av 2SE Camino Real on 9th between Casanova and Camino Real	Tree removal	Approved	8/29/2025
25224	8/18/2025	2. Tree Removal/Pruning	NE Corner of Torres and 5th	One Monterey pine	Approved	8/28/2025
25225	8/19/2025	2. Tree Removal/Pruning	San Carlos 7 NE of Santa Lucia	PRUNING: 2 branches (dead)/ back of yard REMOVAL: 1 Tree	Approved	8/20/2025
25226	8/19/2025	2. Tree Removal/Pruning	Monte Verde Street 4SW of 3rd Avenue, Carmel-by-the-Sea, CA 93923	Construction of a new single family residence and ADU, which requires the removal and pruning of trees on the property and in the city ROW.	In Review	
25227	8/19/2025	2. Tree Removal/Pruning	Camino Real 2nd SE of 4th, Carmel, CA 93921	Remove 2 oaks, prune 9 oaks	Approved	8/26/2025
25228	8/20/2025	1. Tree Evaluation	Lincoln 4 NW Santa Lucia	Evaluation for removal of two trees creating hazard	Approved	8/29/2025
25229	8/22/2025	2. Tree Removal/Pruning	1 Monte Verde SE 2nd Ave.	Pruning	Approved	8/25/2025

25230	8/22/2025	2. Tree Removal/Pruning	Camino Real 3 NW of 10th	PRUNING: Oak, remove 1 oak limb REMOVAL: 7" Magnolia 10" Medrosidrus, 30" Incense Cedar	Approved	8/25/2025
25231	8/22/2025	1. Tree Evaluation	Lincoln St. 3NE of 13th	1 sick pine tree, 20' Diameter	In Review	
25232	8/26/2025	1. Tree Evaluation	SE Corner of Perry Newberry Way and Escolle Way	1- 40" circumference live oak	Approved	8/29/2025
25233	8/26/2025	2. Tree Removal/Pruning	NW Corner of Guadalupe and 5th	EVALUATION: Emailed Forester regarding 1 Med Oak leaning on historic fence and 2 dead city parkway Pine trees PRUNING: Qty 5 med-lrg Oak trees, most limbs 4-6" diameter to provide fire safety zone over house. See pics & site plan for details REMOVAL: Qty 5 med-lrg Oak trees. See provided pics and site plan for details.	In Review	
25234	8/26/2025	2. Tree Removal/Pruning	Camino Real 3 SE of 4th	1 dying CA oak tree in the backyard	In Review	
25235	8/27/2025	2. Tree Removal/Pruning	NE Corner of 4th & Carmelo St	Tree Removal	In Review	
25236	8/27/2025	1. Tree Evaluation	3 Dolores NE of 3rd	Tree Evaluation	In Review	
25237	8/28/2025	2. Tree Removal/Pruning	NE Corner of Camino Real and 11th	1 Quercus	In Review	
25238	8/29/2025	2. Tree Removal/Pruning	Lincoln 4 NW Santa Lucia	Evaluation for removal of two trees creating hazard	In Review	

25239	8/29/2025	1. Tree Evaluation	East side of lobos 3rd N of 4th	Tree evaluation for tree removal	In Review	
25240	8/29/2025	2. Tree Removal/Pruning	9th Av 2SE Camino Real on 9th between Casanova and Camino Real	Tree removal	In Review	

Total Records: 32

9/2/2025



CITY OF CARMEL-BY-THE-SEA

Monthly Report

Public Safety

August 2025

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

AMBULANCE REPORT

Summary of Carmel Fire Ambulance's August 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 August 2025, the ambulance was unable to meet the performance measure. The response time was 88% with (5) code-3 call over 5 minutes.

43 Calls for service in CBTS Average response time: 3:56 min.

40 Code 3 medical calls for service –Five calls over 5:00 min.

CFA responded to an additional 46 incidents outside of CBTS totaling 89 total calls for service.

Events:

08/09/25 8:41 p.m.; 26000 Block of Ladera Dr. (5:17 min response) Delayed due to distance.

08/15/25 1:30 a.m.; Casanova St./12th Ave. (8:15 min response) Delayed due to distance.

08/16/25 2:25 p.m.; Dolores St./7th Ave. (5:58 min response) Delayed due to distance.

08/16/25 10:56 p.m.; 4th Ave./Monte Verde St. (5:37 min response) Delayed due to incorrect dispatch address.

08/29/25 1:54 a.m.; Torres St./2nd Ave. (6:49 min response) Delayed due to time of day.

*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%.

MONTEREY FIRE REPORT**Summary of Monterey Fire August Calls for Service****FIRE PERFORMANCE MEASURE**

The performance goal for Code-3 (life threatening emergency-lights & siren) fire calls with a response time of 5 minutes or less from dispatch to arrival is 95%. For the month of August 2025, the fire department was unable to meet the performance measure. The response time was 91% with (5) code-3 calls over 5 minutes.

64 total calls for service in CBTS- Average response time: 3:13 min.

56 total Code-3 calls – Five with a response of over 5:00 min.

Events:

08/06/25 11:23 a.m.; 4th Ave./Monte Verde St. (5:06 min response) E15 responded from St 15, delay due to distance.

08/14/25 11:16 a.m.; 8th Ave./S. Mountain View Ave (8:27 min response) Delay due to traffic.

08/18/25 2:49 p.m.; Carmelo St./4th (7:15 min response) Delay due to distance, E15 responded from out of zone.

08/23/25 1:52 a.m.; Monte Verde St./Santa Lucia Ave. (6:32 min response) E15 responded from St 15, delay due to distance.

08/30/25 1:22 p.m.; Ocean Ave./Scenic Rd. (8:24 min response) Delay due to multiple calls in Carmel. Responded from St 11's area.

*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: 08/01/2025 To: 08/31/2025



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
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100 Series (Fires)

Natural vegetation fire, other	8/8/2025 3:17 PM	250808-MNT06056	0:03:02	OCEAN AVE	CARPENTER ST	3
1			0:03:02			

300-321 Series (EMS)

Medical assist, assist EMS crew	8/3/2025 7:53 AM	250803-MNT05897	0:02:26	OCEAN AVE	JUNIPERO AVE	3
Medical assist, assist EMS crew	8/4/2025 2:33 PM	250804-MNT05931	0:02:51	SAN CARLOS ST	4TH AVE	3
Medical assist, assist EMS crew	8/17/2025 6:46 AM	250817-MNT06309	0:00:10	6TH AVE	MISSION ST	3
Medical assist, assist EMS crew	8/17/2025 7:48 PM	250817-MNT06329	0:02:19	MISSION ST	7TH AVE	3
Medical assist, assist EMS crew	8/23/2025 1:52 AM	250823-MNT06474	0:06:32	MONTE VERDE ST	SANTA LUCIA AVE	3
EMS call, excluding vehicle accident with injury	8/1/2025 7:56 AM	250801-MNT05842	0:02:31	JUNIPERO AVE	8TH AVE	3
EMS call, excluding vehicle accident with injury	8/2/2025 1:26 AM	250802-0133-MNT05861	0:03:44	JUNIPERO AVE	5TH AVE	3
EMS call, excluding vehicle accident with injury	8/2/2025 8:45 PM	250802-MNT05890	0:03:30	LINCOLN ST	3RD AVE	3
EMS call, excluding vehicle accident with injury	8/2/2025 9:59 PM	250802-MNT05893	0:03:59	OCEAN AVE	MONTE VERDE ST	3
EMS call, excluding vehicle accident with injury	8/6/2025 11:23 AM	250806-MNT05995	0:05:06	4TH AVE	MONTE VERDE ST	3
EMS call, excluding vehicle accident with injury	8/7/2025 7:22 AM	250807-MNT06009	0:04:55	LINCOLN ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	8/7/2025 11:48 AM	250807-MNT06015	0:03:08	7TH AVE	SAN CARLOS ST	3
EMS call, excluding vehicle accident with injury	8/8/2025 3:31 PM	250808-MNT06058	0:00:15	6TH AVE	MISSION ST	3
EMS call, excluding vehicle accident with injury	8/8/2025 8:40 PM	250808-MNT06073	0:04:52	26125 LADERA DR		3
EMS call, excluding vehicle accident with injury	8/9/2025 6:12 PM	250809-MNT06097	0:02:57	CARMELO ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	8/9/2025 7:31 PM	250809-MNT06098	0:03:42	MISSION ST	SANTA LUCIA AVE	3
EMS call, excluding vehicle accident with injury	8/10/2025 8:51 PM	250810-MNT06114	0:03:46	CAMINO REAL ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	8/12/2025 10:11 AM	250812-MNT06152	0:03:32	5TH AVE	TORRES ST	3
EMS call, excluding vehicle accident with injury	8/12/2025 1:31 PM	250812-MNT06160	0:02:22	SAN CARLOS ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	8/13/2025 2:22 PM	250813-MNT06186	0:03:08	MISSION ST	10TH AVE	3
EMS call, excluding vehicle accident with injury	8/13/2025 6:38 PM	250813-MNT06196	0:04:02	SCENIC RD	8TH AVE	3
EMS call, excluding vehicle accident with injury	8/15/2025 1:30 AM	250815-MNT06238	0:07:28	CASANOVA ST	12TH AVE	2
EMS call, excluding vehicle accident with injury	8/15/2025 9:27 AM	250815-MNT06245	0:02:17	MISSION ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	8/15/2025 7:53 PM	250815-MNT06264	0:03:12	8TH AVE	DOLORES ST	3
EMS call, excluding vehicle accident with injury	8/16/2025 1:36 AM	250816-MNT06268	0:02:35	6TH AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	8/16/2025 3:56 PM	250816-MNT06290	0:04:42	4TH AVE	MONTE VERDE ST	3
EMS call, excluding vehicle accident with injury	8/17/2025 3:04 PM	250817-MNT06319	0:02:16	JUNIPERO AVE	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	8/17/2025 4:09 PM	250817-MNT06323	0:02:07	OCEAN AVE	MISSION ST	3

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS) cont.						
EMS call, excluding vehicle accident with injury	8/18/2025 11:45 AM	250818-MNT06342	0:02:23	OCEAN AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	8/21/2025 11:31 AM	250821-MNT06435	0:02:24	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	8/25/2025 11:39 AM	250825-MNT06531	0:02:18	DOLORES ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	8/26/2025 10:31 AM	250826-MNT06561	0:03:17	SAN CARLOS ST	12TH AVE	3
EMS call, excluding vehicle accident with injury	8/27/2025 1:53 AM	250827-MNT06595	0:03:44	OCEAN AVE	MONTE VERDE ST	3
EMS call, excluding vehicle accident with injury	8/29/2025 5:35 PM	250829-MNT06679	0:01:38	CAMINO REAL ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	8/30/2025 1:04 PM	250830-MNT06691	0:04:20	SCENIC RD	SANTA LUCIA AVE	3
EMS call, excluding vehicle accident with injury	8/30/2025 1:22 PM	250830-MNT06692	0:08:24	OCEAN AVE	SCENIC RD	3
EMS call, excluding vehicle accident with injury	8/31/2025 7:09 PM	250831-MNT06736	0:02:00	DOLORES ST	OCEAN AVE	3
37			0:03:22			
322-399 Series (Rescues)						
Motor vehicle accident with injuries	8/18/2025 2:49 PM	250818-MNT06353	0:07:15	CARMELO ST	4TH AVE	3
Rescue or EMS standby	8/10/2025 6:19 PM	250810-MNT06112	0:03:17	SAN CARLOS ST	12TH AVE	3
2			0:05:16			
400 Series (Hazardous Material)						
Gas leak (natural gas or LPG)	8/26/2025 10:40 AM	250826-MNT06563	0:03:01	GUADALUPE ST	5TH AVE	3
Toxic condition, other	8/19/2025 10:54 AM	250819-MNT06379	0:00:00	8TH AVE	SAN CARLOS ST	2
2			0:01:30			
500 & 600 Series (Service Calls)						
Person in distress, other	8/29/2025 4:31 PM	250829-MNT06676	0:04:23	9TH AVE	CAMINO REAL ST	3
Water problem, other	8/17/2025 3:15 PM	250817-MNT06320	0:11:54	SCENIC RD	8TH AVE	2
Water or steam leak	8/7/2025 10:27 AM	250807-MNT06012	0:05:45	LINCOLN ST	13TH AVE	2
Water or steam leak	8/27/2025 8:40 AM	250827-MNT06599	0:00:08	SAN CARLOS ST	5TH AVE	2
Smoke or odor removal	8/16/2025 10:56 PM	250816-MNT06300	0:04:04	5TH AVE	LINCOLN ST	3
Smoke or odor removal	8/29/2025 10:38 AM	250829-MNT06660	0:00:00	DOLORES ST	5TH AVE	3
Public service	8/21/2025 2:06 PM	250821-MNT06436	0:02:41	DOLORES ST	4TH AVE	3
Assist invalid	8/26/2025 2:55 PM	250826-MNT06576	0:03:12	SANTA RITA 2SE AVE	2ND	3
No incident found on arrival at dispatch address	8/5/2025 3:58 PM	250805-MNT05977	0:06:02	CARMELO ST	9TH AVE	2
No incident found on arrival at dispatch address	8/13/2025 5:50 PM	250813-MNT06194	0:02:29	OCEAN AVE	JUNIPERO AVE	3
No incident found on arrival at dispatch address	8/19/2025 9:59 AM	250819-MNT06374	0:04:19	SAN CARLOS ST	10TH AVE	2
Smoke scare, odor of smoke	8/6/2025 3:57 PM	250806-MNT06002	0:03:04	LINCOLN ST	OCEAN AVE	3
12			0:04:00			
700 Series (False Alarms)						
System malfunction, other	8/5/2025 2:00 AM	250805-MNT05952	0:03:49	4TH AVE	JUNIPERO AVE	3
System malfunction, other	8/16/2025 8:10 AM	250816-MNT06272	0:03:24	DOLORES ST	7TH AVE	3
Smoke detector activation due to malfunction	8/9/2025 4:26 AM	250809-MNT06079	0:04:19	MONTE VERDE ST	6TH AVE	3

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
700 Series (False Alarms) cont.						
Smoke detector activation due to malfunction	8/14/2025 11:16 AM	250814-MNT06219	0:08:27	8TH AVE	S MOUNTAIN VIEW AVE	3
Smoke detector activation due to malfunction	8/16/2025 2:24 PM	250816-MNT06284	0:03:04	DOLORES ST	7TH AVE	3
Alarm system sounded due to malfunction	8/4/2025 4:31 PM	250804-MNT05939	0:02:58	8TH AVE	DOLORES ST	3
CO detector activation due to malfunction	8/26/2025 11:02 PM	250826-MNT06592	0:03:46	SANTA RITA ST	OCEAN AVE	3
Smoke detector activation, no fire - unintentional	8/8/2025 7:28 PM	250808-MNT06070	0:04:01	4TH AVE	GUADALUPE ST	3
Detector activation, no fire - unintentional	8/15/2025 10:28 AM	250815-MNT06247	0:03:09	DOLORES ST	8TH AVE	3
Alarm system activation, no fire - unintentional	8/6/2025 1:23 PM	250806-MNT05998	0:03:17	MISSION ST	3RD AVE	2

10**0:04:01****Over 5 Minute Response Times Cause of Delay: Code 3 Responses**

250823-MNT06474 E15 responded from St 15, delay due to distance

250806-MNT05995 E15 responded from St 15, delay due to distance

250830-MNT06692 Delay due to multiple calls in Carmel. Responded from St 11's area

250818-MNT06353 Delay due to distance, E15 responded from out of zone

250814-MNT06219 Delay due to traffic

Code 2 Calls	8
Code 3 Calls	56
Total # of Incidents	64
% Under 5 Minute Response Time	91%



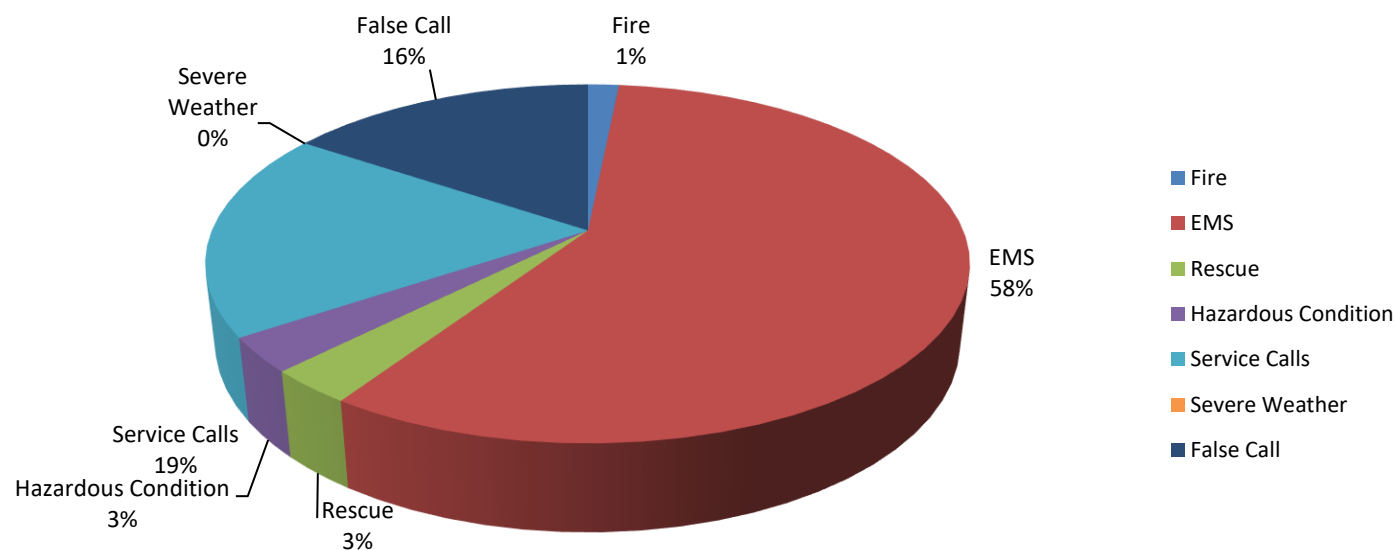
CARMEL-BY-THE-SEA

AUGUST 2025

Response Summary Report by Incident Type

Type of Call	Number	Average Response Time
Fire	1	3:02
EMS	37	3:22
Rescue	2	5:16
Hazardous Condition	2	1:30
Service Calls	12	4:00
Severe Weather	0	0:00
False Call	10	4:01

Total Responses	64	3:13
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Total Code 3 Calls:	56
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Response Times for Code 3

Calls ≤ 5 minutes:	91%
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RESPONSE SUMMARY REPORT BY INCIDENT TYPE
27015 CARMEL-BY-THE-SEA FIRE AMBULANCE
 Alarm Date From: 08/01/2025 To: 08/31/2025



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS)						
EMS call, excluding vehicle accident with injury	08/02/2025 01:27 AM	250802-CFA00871	00:03:11	JUNIPERO AVE	5TH AVE	3
EMS call, excluding vehicle accident with injury	08/02/2025 10:02 PM	250802-CFA00877	00:04:07	MONTE VERDE ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	08/03/2025 08:46 PM	250802-CFA00876	00:03:32	LINCOLN ST	3RD AVE	3
EMS call, excluding vehicle accident with injury	08/03/2025 07:55 AM	250803-CFA00879	00:02:32	JUNIPERO ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	08/04/2025 02:34 PM	250804-CFA00881	00:02:36	SAN CARLOS ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	08/06/2025 11:25 AM	250806-CFA00889	00:05:00	4TH AVE	MONTE VERDE ST	3
EMS call, excluding vehicle accident with injury	08/07/2025 07:23 AM	250807-CFA00893	00:04:10	LINCOLN ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	08/09/2025 08:41 PM	250808-CFA00904	00:05:17	26125 LADERA DR		3
EMS call, excluding vehicle accident with injury	08/09/2025 06:14 PM	250809-CFA00906	00:02:57	CARMELO ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	08/10/2025 07:32 PM	250809-CFA00907	00:04:00	MISSION ST	7 NW SANTA LUCIA	3
EMS call, excluding vehicle accident with injury	08/10/2025 06:20 PM	250810-CFA00909	00:02:57	SAN CARLOS ST	12TH AVE	3
EMS call, excluding vehicle accident with injury	08/11/2025 08:51 PM	250810-CFA00910	00:03:21	CAMINO REAL ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	08/12/2025 10:17 AM	250812-CFA00916	00:02:23	5TH AVE	TORRES ST	3
EMS call, excluding vehicle accident with injury	08/12/2025 01:32 PM	250812-CFA00917	00:04:24	SAN CARLOS ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	08/13/2025 06:39 PM	250813-CFA00920	00:02:46	SCENIC RD	8TH AVE	3
EMS call, excluding vehicle accident with injury	08/13/2025 02:23 PM	250813-CFA00918	00:02:30	MISSION ST	10TH AVE	3
EMS call, excluding vehicle accident with injury	08/15/2025 01:30 AM	250815-CFA00925	00:08:15	CASANOVA ST	12TH AVE	3
EMS call, excluding vehicle accident with injury	08/15/2025 09:27 AM	250815-CFA00927	00:01:52	MISSION ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	08/15/2025 07:54 PM	250815-CFA00931	00:03:22	8TH AVE	DOLORES ST	3
EMS call, excluding vehicle accident with injury	08/16/2025 08:37 AM	250816-CFA00932	00:02:27	6TH AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	08/16/2025 02:25 PM	250816-CFA00935	00:05:58	DOLORES ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	08/16/2025 10:56 PM	250816-CFA00936	00:05:37	4TH AVE	MONTE VERDE ST	3
EMS call, excluding vehicle accident with injury	08/17/2025 04:10 PM	250817-CFA00945	00:01:42	OCEAN AVE	MISSION ST	3
EMS call, excluding vehicle accident with injury	08/17/2025 07:49 PM	250817-CFA00946	00:02:21	MISSION ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	08/21/2025 11:32 AM	250821-CFA00958	00:02:52	LINCOLN ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	08/24/2025 02:01 PM	250824-CFA00968	00:03:18	CARMELO ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	08/26/2025 11:05 AM	250826-CFA00972	00:03:06	MISSION ST	12TH AVE	3
EMS call, excluding vehicle accident with injury	08/27/2025 08:54 AM	250827-CFA00974	00:03:39	OCEAN AVE	MONTE VERDE ST	3
EMS call, excluding vehicle accident with injury	08/29/2025 01:54 AM	250829-CFA00980	00:06:49	TORRES ST	2ND AVE	3
EMS call, excluding vehicle accident with injury	08/29/2025 05:36 PM	250829-CFA00986	00:02:07	CAMINO REAL ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	08/31/2025 10:29 PM	250831-CFA00992	00:01:34	JUNIPERO AVE	6TH AVE	3
31			0:03:34			

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
322-399 Series (Rescues)						
Motor vehicle accident with injuries	08/26/2025 10:32 AM	250826-CFA00971	00:03:02	SAN CARLOS ST	12TH AVE	3
Motor vehicle/pedestrian accident (MV Ped)	08/25/2025 11:40 AM	250825-CFA00969	00:02:00	DOLORES ST	5TH AVE	3

2 0:02:31

400 Series (Hazardous Material)

Hazardous condition, other	08/07/2025 10:27 AM	250807-CFA00894	00:05:47	LINCOLN ST	13TH AVE	2
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1 0:05:47

500 & 600 Series (Service Calls)

Public service assistance, other	08/17/2025 07:39 AM	250817-CFA00942	00:04:01	GUADALUPE ST	5TH AVE	2
Public service assistance, other	08/29/2025 04:33 PM	250829-CFA00984	00:03:20	9TH AVE	CAMINO REAL ST	3
Service Call, other	08/05/2025 03:59 PM	250805-CFA00887	00:05:52	CARMELO ST	9TH AVE	2
Vicinity alarm (incident in other location)	08/09/2025 04:27 AM	250809-CFA00905	00:04:26	MONTE VERDE ST	6TH AVE	3
Smoke scare, odor of smoke2	08/06/2025 04:01 PM	250806-CFA00890	00:03:23	LINCOLN ST	OCEAN AVE	3
HazMat release investigation w/no HazMat	08/16/2025 10:57 PM	250816-CFA00939	00:04:14	5TH AVE	LINCOLN ST	3

6 0:04:13

700 Series (False Alarms)

False alarm or false call, other	08/29/2025 10:39 AM	250829-CFA00981	00:02:49	DOLORES ST	5TH AVE	3
Smoke detector activation, no fire - unintentional	08/26/2025 11:03 PM	250826-CFA00973	00:03:59	SANTA RITA ST	OCEAN AVE	3
Alarm system activation, no fire - unintentional	08/08/2025 07:29 PM	250808-CFA00903	00:03:59	4TH AVE	GUADALUPE ST	3

3 0:03:36

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

250808-CFA00904 Delayed due to distance
 250815-CFA00925 Delayed due to distance
 250816-CFA00935 Delayed due to distance
 250816-CFA00936 Delayed due to incorrect dispatch address
 250829-CFA00980 Delayed due to time of day

Code 2 Calls	3
Code 3 Calls	40
Total # of Incidents	43
% Under 5 Minute Response Time	88%
Total Average Response Time	0:03:56



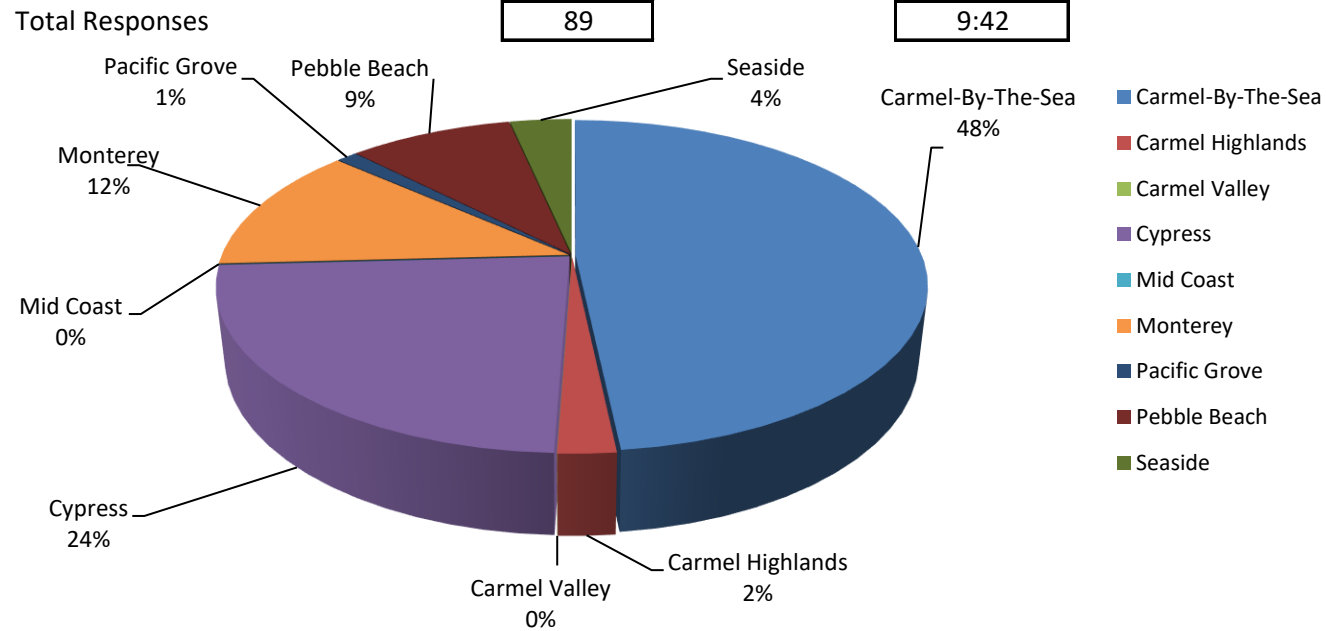
CITY OF CARMEL - FIRE AMBULANCE DEPARTMENT

AUGUST 2025

Response Summary Report by District Type



<u>District Response</u>	<u>Number</u>	<u>Average Response Time</u>
Carmel-By-The-Sea	43	3:56
Carmel Highlands	2	10:37
Carmel Valley	0	0:00
Cypress	21	7:14
Mid Coast	0	0:00
Monterey	11	10:03
Pacific Grove	1	14:40
Pebble Beach	8	10:02
Seaside	3	11:22



Total Code 3 Calls:	40
CFA Response Times for Code 3	
Calls ≤ 5 minutes:	88%



RESPONSE SUMMARY REPORT BY DISTRICT
27015 CARMEL-BY-THE-SEA FIRE AMBULANCE
Alarm Date From: 08/01/2025 To: 08/31/2025



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
CARMEL HIGHLANDS						
EMS call, excluding vehicle accident with injury	8/2/2025	250802-CFA00872	00:10:20	120 HIGHLAND DR		3
EMS call, excluding vehicle accident with injury	8/30/2025	250830-CFA00989	00:10:54	155 HIGHLAND DR		3
		2	0:10:37			
CYPRESS						
EMS call, excluding vehicle accident with injury	8/2/2025	250802-CFA00870	00:11:06	25160 PINE HILLS DR		3
EMS call, excluding vehicle accident with injury	8/4/2025	250803-CFA00880	00:05:12	101 CROSSROADS BLVD		3
EMS call, excluding vehicle accident with injury	8/4/2025	250804-CFA00882	00:08:11	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	8/7/2025	250807-CFA00892	00:06:25	3770 WHITMAN CIR		3
EMS call, excluding vehicle accident with injury	8/8/2025	250808-CFA00900	00:04:57	26135 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	8/8/2025	250808-CFA00897	00:06:08	24700 SUMMIT FIELD RD		3
EMS call, excluding vehicle accident with injury	8/11/2025	250811-CFA00912	00:07:29	26351 SCENIC RD		3
EMS call, excluding vehicle accident with injury	8/12/2025	250812-CFA00913	00:12:08	25160 PINE HILLS DR		3
EMS call, excluding vehicle accident with injury	8/12/2025	250812-CFA00914	00:11:19	183 DEL MESA CARMEL		3
EMS call, excluding vehicle accident with injury	8/12/2025	250812-CFA00915	00:07:30	26344 OCEAN VIEW AVE		3
EMS call, excluding vehicle accident with injury	8/14/2025	250814-CFA00922	00:04:50	25224 FLANDERS DR		3
EMS call, excluding vehicle accident with injury	8/15/2025	250815-CFA00926	00:10:19	1425 MANOR RD		3
EMS call, excluding vehicle accident with injury	8/19/2025	250819-CFA00953	00:05:46	26197 VALLEY VIEW AVE		3
EMS call, excluding vehicle accident with injury	8/21/2025	250821-CFA00957	00:05:46	26558 MISSION FIELDS RD		3
EMS call, excluding vehicle accident with injury	8/24/2025	250824-CFA00967	00:06:33	544 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	8/23/2025	250823-CFA00964	00:06:12	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	8/29/2025	250829-CFA00983	00:06:14	26245 CARMEL RANCHO BLVD		3
EMS call, excluding vehicle accident with injury	8/29/2025	250829-CFA00987	00:06:28	3020 RIBERA RD		3
EMS call, excluding vehicle accident with injury	8/28/2025	250828-CFA00978	00:07:03	26245 CARMEL RANCHO BLVD		3
Motor vehicle accident with injuries	8/22/2025	250822-CFA00961	00:05:44	CARMEL KNOLLS DR	CARMEL VALLEY RD	3
Motor vehicle accident with no injuries.	8/25/2025	250825-CFA00970	00:06:24	CARMEL VALLEY RD	RIO VISTA DR	3
		21	0:07:14			
MONTEREY						
EMS call, excluding vehicle accident with injury	8/1/2025	250801-CFA00868	00:10:18	FISHERMANS WHARF NO 2	FISHERMANS WHARF 2	3
EMS call, excluding vehicle accident with injury	8/2/2025	250801-CFA00869	00:13:58	1110 CASS ST		2
EMS call, excluding vehicle accident with injury	8/3/2025	250803-CFA00878	00:10:04	351 MADISON ST		3
EMS call, excluding vehicle accident with injury	8/8/2025	250808-CFA00902	00:10:50	833 TAYLOR ST		3
EMS call, excluding vehicle accident with injury	8/11/2025	250811-CFA00911	00:13:21	337 EL DORADO ST		3

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
MONTEREY cont.						
EMS call, excluding vehicle accident with injury	8/16/2025	250816-CFA00934	00:07:33	421 MARTIN ST		3
EMS call, excluding vehicle accident with injury	8/17/2025	250817-CFA00941	00:13:27	653 CANNERY ROW		3
EMS call, excluding vehicle accident with injury	8/23/2025	250823-CFA00963	00:09:23	777 PEARL ST		3
EMS call, excluding vehicle accident with injury	8/29/2025	250829-CFA00982	00:08:00	966 CASS ST		3
Motor vehicle accident with injuries	8/16/2025	250816-CFA00937	00:07:15	HWY 1	MUNRAS AVE NB OFF RAMP	3
Motor vehicle accident with no injuries.	8/27/2025	250827-CFA00976	00:06:22	HWY 1	HOLMAN WHY SB OFF RAMP	3
11			0:10:03			

PACIFIC GROVE

EMS call, excluding vehicle accident with injury	8/15/2025	250815-CFA00930	00:14:40	651 SINEX AVE		3
1			0:14:40			

PEBBLE BEACH

EMS call, excluding vehicle accident with injury	8/4/2025	250804-CFA00883	00:09:18	1209 FOUNDERS LN		3
EMS call, excluding vehicle accident with injury	8/5/2025	250805-CFA00885	00:14:42	1113 WILDCAT CANYON RD		2
EMS call, excluding vehicle accident with injury	8/6/2025	250806-CFA00891	00:06:37	1500 CYPRESS DR		3
EMS call, excluding vehicle accident with injury	8/10/2025	250810-CFA00908	00:09:06	1576 CYPRESS DR		3
EMS call, excluding vehicle accident with injury	8/16/2025	250816-CFA00938	00:08:15	3260 STEVENSON DR		3
EMS call, excluding vehicle accident with injury	8/17/2025	250817-CFA00944	00:12:26	BRISTOL CURVE / BRISTOL LN		3
EMS call, excluding vehicle accident with injury	8/31/2025	250831-CFA00990	00:09:17	1401 LISBON LN		3
Motor vehicle accident with injuries	8/14/2025	250814-CFA00924	00:10:35	LOPEZ RD / POPPY LANE	POPPY LANE	3
8			0:10:02			

SEASIDE

EMS call, excluding vehicle accident with injury	8/20/2025	250819-CFA00955	00:11:07	1180 FREMONT BLVD		3
EMS call, excluding vehicle accident with injury	8/19/2025	250819-CFA00955	00:11:07	1180 FREMONT BLVD		3
EMS call, excluding vehicle accident with injury	8/21/2025	250820-CFA00956	00:11:52	1242 FREMONT BLVD		3
3			0:11:22			

Code 2 Calls	2
Code 3 Calls	44
Total # of Incidents	46
Total Average Response Time	0:10:40

CITY CLERK PRA LOG – AUGUST 2025

Request #	Date Requested	10-day response date	14-day extension due date	Records Requested	Requester Name	Date Completed	Notes
25-75	8/1/2025	8/11/2025		architectural plans for APN 010-213-002-000	Matt Porges, Architect	8/18/2025	large plans (physical files) were gathered from storage. Sent msg to requester to make an appt. to view the files
25-76	8/4/2025	8/14/2025	9/30/2025	RE: Prime Contractor: Sharp Engineering Project: San Antonio Pathway Reconstruction DIR Number: 20240554441 Request for certified payroll records from the above-noted prime contractor. Project start date through 08/04/2025. Please send the following information: • List of Subcontractors/Subconsultants • Firms Performing the Onsite Field Surveying and Testing/Inspection Services • Initial Bid Advertisement Date/Initial Contract RFP/RFQ Date, Award Date, Start Date, Estimated Completion Date • Copies of DAS 140 and 142 related documentation for all applicable crafts, Funding Source(s) • Copy of Proof of Publication, Dollar Amount of Contract, Project Location(s), Copy of Payment and Performance Bond, Copies of Errors and Omissions Policy • Copy of Signed Contract or equivalent • Inspector's Daily Logs • Copy of Notice of Completion (if applicable) or date in which work was completed • Project Plans and Specifications (Drawings/Blue Prints)	Eduardo Estrada, Foundation for Fair Contracting	8/18/2025 and ongoing	8-18-2025 - Sent records except for fringe benefits statement, firms performing onsite field texting, DAS 140 and 142, and project plans. Will send the remaining documents when the City receives them from the contractor (Sharp Engineering)

CITY CLERK PRA LOG – AUGUST 2025

Request #	Date Requested	10-day response date	14-day extension due date	Records Requested	Requester Name	Date Completed	Notes
25-77	8/4/2025	8/14/2025	8/28/2025	RE: Prime Contractor: Coastal Paving & Excavating, Inc. Project: Storm Drain Improvement Projects DIR Number: 20250561128 Copies of certified payroll records from the prime contractor, as well as the fringe benefit statement and statement of compliance. We are also requesting the following records between the project start date through 8/4/2025: • List of Subcontractors/Subconsultants • Firms Performing the Onsite Field Surveying and Testing/Inspection Services • Initial Bid Advertisement Date/Initial Contract RFP/RFQ Date, Award Date, Start Date, Estimated Completion Date • Copies of DAS 140 and 142 related documentation for all applicable crafts, Funding Source(s) • Copy of Proof of Publication, Dollar Amount of Contract, Project Location(s) • Copy of Payment and Performance Bond • Copies of Errors and Omissions Policy • Copy of Signed Contract or equivalent • Inspector's Daily Logs, Copy of Notice of Completion (if applicable) or date in which work was completed, Project Plans and Specifications (Drawings/Blue Prints)	Eduardo Estrada, Foundation for Fair Contracting	8/18/2025 and ongoing	8-18-2025 - Sent records except for firms performing onsite field surveying. Will send the remaining records when they are received from the contractor (Coastal Paving)
25-78	8/8/2025	8/18/2025		the Certificate of Insurance for subcontractor Monterey Peninsula Engineering who was doing work for The City of Carmel By The Sea near 26236 Dolores, between 5/9/2024 and 8/31/2024.	Rebecca N., PRG Consulting	8/18/2025	no records exist. Notified requester
25-79	8/12/2025	8/22/2025		Request a copy of PD Report #CC2400164.	Charles Burns	8/18/2025	notified requester they must make the request through the Police Dept. directly.

CITY CLERK PRA LOG – AUGUST 2025

Request #	Date Requested	10-day response date	14-day extension due date	Records Requested	Requester Name	Date Completed	Notes
25-80	8/13/2025	8/25/2025		All records of communications between the City Attorney and the City Council relating to Esperanza Carmel's JB Pastor development application including the appeal, APP 25115.	Steve Hillyard	8/27/2025	8-27-2025 - notified requester that these records are exempt from production based on the attorney-client privilege per Government Code Section 7927.705 and Evidence Code Section 952.
25-81	8/13/2025	8/25/2025		all public records relating to the property APN: 010-321-039, this includes building permit applications dating back to 2000.	Jennifer Rosenthal, Law Offices of Jennifer Rosenthal APC	8/21/2025	sent link to property file in GIS
25-82	8/18/2025	8/28/2025	9/2/2025	All files for the APN 010-251-036	Zach Brooksher, Carmel Realty	9/15/2025	9-15-2025 - 100+ documents were released to requester after review/redaction.
25-83	8/20/2025	9/2/2025		The Data Branch is hereby submitting a commercial records request. We seek a spreadsheet containing all purchase orders from January 1, 2021, to present day. Requested Information: Spreadsheet containing all purchase orders from January 1, 2021, to present day. If easily accessible, please provide the following details for each purchase order: -Purchase order number or equivalent -Purchase date -Vendor ID or equivalent -Vendor name -Line item details -Line item quantity -Line item unit price -Line item total price	Woo Park	8/22/2025	8-22-2025 - Uploaded a report of all purchase orders made from 7/1/2022 through 6/30/2024. Asked requester to respond if this fulfills the request. Received no response. Closed request 8/22/2025.

CITY CLERK PRA LOG – AUGUST 2025

Request #	Date Requested	10-day response date	14-day extension due date	Records Requested	Requester Name	Date Completed	Notes
25-84	8/21/2025	9/2/2025		Duplicate of PRA 25-83	Woo Park	8/22/2025	same as above
25-85	8/20/2025	9/2/2025	9/30/2025	1. All permits, approvals, inspection reports, correspondence, and final occupancy documentation for the business located at [mad dogs & englishmen coffee bar located at : the corner of ocean ave and mission st], from January 1, 2020 to present, specifically related to: Change of Use approvals; Building permit reviews; Fire Department inspections and determinations; Any requirements (or waivers) for fire sprinkler installation. 2. Any records indicating why fire sprinklers were not required for the above business despite a change of use. 3. Any internal communications, staff reports, or emails referencing both my project (Carmel Creperie, UP 24307) and the above business in the context of sprinkler requirements or change of use.	Loie Alnimri	9/15/2025 9/30/2025	extended deadline to 9-30-2025 due to the need to search for, collect, and examine a voluminous amount of records. Sent responsive documents on 9-15-2025, 9-17-2025, and 9-30-2025
25-86	8/20/2025	9/2/2025		I am requesting confirmation regarding the business license status for Mad Dogs & Englishmen at the southwest corner of Ocean Avenue and Mission Street in Carmel-by-the-Sea. I understand that Use Permit UP 24292 was filed on October 1, 2024, to change the primary use from Sporting Goods to Specialty Restaurant/Coffee Bar. Could you please confirm: 1. Whether this Use Permit has been approved. 2. If an active business license has been issued for the coffee bar operation. 3. If there are any outstanding requirements or conditions attached to their operation.	Loie Alnimri	9/9/2025	9-9-2025 all records were sent.

CITY CLERK PRA LOG – AUGUST 2025

Request #	Date Requested	10-day response date	14-day extension due date	Records Requested	Requester Name	Date Completed	Notes
25-87	8/21/2025	9/3/2025	9/30/2025	1. All permits, approvals, inspection reports, correspondence, and final occupancy documentation for these businesses: 1) Jerusalem Cafe & Patisserie (between 5 & 6th on Dolores St) 2) Toro Sushi (between 5th & 6th on Dolores St, they added an extra space to the restaurant used to be a gallery) 3) Brad's Barkery (Currently on San Carlos St Moving to the Court of the Fountains on mission between ocean & 7th ave.) Records from January 1, 2020 to present, specifically related to: - Change of Use approvals; - Building permit reviews; - Fire Department inspections and determinations; - Any requirements (or waivers) for fire sprinkler installation. 2. Any records indicating why fire sprinklers were not required for the above business despite a change of use. 3. Any internal communications, staff reports, or emails referencing both my project (Carmel Creperie, UP 24307) and the above business in the context of sprinkler requirements or change of use.	Loie Alnimri	9-30-2025	extended deadline to 9-30-2025 due to the need to search for, collect, and examine a voluminous amount of records. Records sent 9-30-2025
25-88	8/29/2025	9/8/2025		Please report the monthly or quarterly transient occupancy tax (TOT) revenue accrued during the 2024-2025 fiscal year, as well as the TOT rate imposed during that time. Include all TOT revenue accrued during this period, even if the payments are not yet collected. If possible and applicable, provide a breakdown of the TOT revenue accrued by short-term vacation rentals (Airbnb, Vrbo, etc.) and/or campgrounds.	Ginger Jensen	9/19/2025	9-19-2025 sent records to requester, and updated City's website with TOT reports.
25-89	8/29/2025	9/8/2025		I am emailing to request a permit list of active short term vacation rental properties in Carmel.	Avery Feucht, Vintory	9/15/2025	9-15-2025 sent msg that no records exist.

POLICE RECORDS REQUEST LOG – AUGUST 2025

Request No.	Request Date & Received By	10-Day Due Date	Info Requested	Requestor	Date Completed by PSO	Status
2025-001	8/1/2025 SS	8/11/2025 SS	CA2500519	Lydia Green	8/1/2025 SS	Mailed
2025-002	8/04/2025 ALI	08/14/2025 ALI	CA2500514	Debra Heisel	08/04/2025 ALI	Picked Up
2025-003	8/04/2025 ALI	08/14/2025 ALI	CG2500529	Devon Kahle	08/13/25 ALI	Mailed
2025-004	8/04/2025 ALI	08/14/2025 ALI	CA2500494	LexisNexis - Carfax	8/7/2025 carfax	uploaded to carfax
2025-005	8/04/2025 ALI	08/14/2025 ALI	CA2500482	LexisNexis - Carfax	08/07/25 carfax	uploaded to carfax
2025-006	8/05/2025 mw	8/15/2025	UCR stats for 2024	Mary Schley Carmel Pinecone	08/13/2025 mw	Emailed
2025-007	8/6/2025 SS	8/16/2025 SS	CG2500522	Jessica Castaneda	8/6/2025 SS	Mailed
2025-008	8/7/2025 SS	8/17/2025 SS	CG2500485	Mayra Calderon - APS	8/7/2025 SS	Emailed
2025-009	8/11/2025 ALI	08/21/2025 ALI	CG2500448	Sidney Reade	08/11/2025 ALI	Picked Up
2025-010	8/13/2025 SS	8/23/2025 SS	CA2500528	Filogonio Mendez	8/13/2025 SS	Mailed

POLICE RECORDS REQUEST LOG – AUGUST 2025

Request No.	Request Date & Received By	10-Day Due Date	Info Requested	Requestor	Date Completed by PSO	Status
2025-011	8/13/2025 SS	8/23/2025 SS	CA2500528	LexisNexis	8/15/2025	Car Fax
2025-012	8/15/2025 SS	8/25/2025 SS	CA2500528	ME Lawyers	8/15/2025 SS	Mailed
2025-013	08/16/2025 ALI	08/26/2025 ALI	CG2500564	Carlos Fernandez	08/18/2025 ALI	Mailed
2025-014	08/19/2025 ALI	08/29/2025 ALI	CA2500528	Jose Escobedo	08/20/25 mw	Picked up
2025-015	08/19/2025 ALI	08/29/2025 ALI	CG2500559	Anne Kopacz	8/20/2025 SS	Picked Up
2025-016	08/13/25 mw	8/23/2025	CQ2500325 MVARs/Bodcam	Duces Tecum DMV Atty Cognilio	08/19/2025 mw	DMV link
2025-017	08/19/2025 mw	8/29/2025	CC2400164	Medicaid fraud charles burns	09/02/25 mw	emailed
2025-018	8/20/2025 SS	8/30/2025 SS	CA2500542	LexisNexis	8/27/2025 SS	Mailed
2025-019	8/21/2025 SS	8/31/2025 SS	CG2500028	Shawn Gorgon Gomez	8/21/2025 SS	Picked up
2025-020	8/21/2025 SS	8/31/2025 SS	C17270 - Body cam discovery	Chris Cain Law - Bryan James Baker	09/02/25 mw	Emailed

POLICE RECORDS REQUEST LOG – AUGUST 2025

Request No.	Request Date & Received By	10-Day Due Date	Info Requested	Requestor	Date Completed by PSO	Status
2025-021	08/21/25 mw	8/31/2025	C01754 Body cam discovery	Chris Cain Law - Elovitez	09/02/25 mw	
2025-022	8/22/2025 SS	9/1/2025 SS	CA2500563	Donald Hutchings	08/31/2025 ALI	Picked up
2025-023	08/25/2025 ALI	09/04/2025 ALI	CG2500552	Courtney Kramer	08/25/2025 ALI	Picked Up
2025-024	08/25/25 mw	9/4/2025	CG2500513	Maria Teresa wife	08/25/25 mw	Mailed
2025-025	08/26/25 mw	9/5/2025	CG2500602	US Immigration & Customs Enforce	08/27/25 mw	Emailed



CITY OF CARMEL-BY-THE-SEA

Public Works Department August 2025 Report

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Ken Wysocki, Public Works Director
SUBMITTED ON:	August 2025

Public Works Director

- Selected a candidate for the Project Manager position, pending background. Tentative start date: Oct 1st
- Rene Aldama selected for Acting Assistant Forester. Working with HR on advertising the permanent position.
- Note: A few projects below were on hold due to the August Car Week event.

Environmental Programs

- North Dunes Project:
 - Ice Plant Removal Ongoing
 - Drafting North Dunes Annual Report: Presenting at Forest & Beach Commission in October 2025
 - Renewing 5-year Coastal Development Permit (CDP 16-315) – Forest & Beach Commission Reviewed in June 2026; Planning Commission approval expected September 2026
- Carmel Beach Sea Level Rise/Adaptation Project:
 - Preparing to present a Socio-Economic Report to Forest & Beach Commission and Planning Commission (joint meeting) this fall.
 - Will present the Adaptation Pathway Report to Planning Commission and Forest & Beach Commission in January 2026
 - Received positive response from the Coastal Commission regarding: Community Engagement Plan, Outreach Strategy Table, Draft Adaptation Feasibility Table, Community Workshop Summary.
- Stormwater:
 - Sent Notice to Proceed to Applied Marine Science for ASBS sampling/report.
 - Conducted Public Works O&M Quarterly Inspection.
 - RWQCB Annual Report due October 15, 2025
- Waste Management
 - Franchise Agreement MOU (ReGen +Member Agencies) to City Council in September.

Facility Maintenance

- First Murphy House – Termite Inspection completed. Working on rot repairs.
- Public Works administrative office security counter: Front Desk (Walk-in) will be closed September 4th & 5th due to construction. We will be available to answer questions by phone.
- PD/PW Emergency Repairs: Work continues on gate/evidence room/EOC, and door security upgrades.

- Working on Fire Station Repair to accommodate new Fire Truck; design work completed, received and are reviewing quotes for construction.
- Sunset Center Yoga Roof – Getting quotes for reroofing per CIP.
- Forest Theater – Working on replacement for the Lutron system emergency back up batteries.

Street Maintenance

- Moved sand along the beach, stairs, and Del Mar dunes (with new Skid-Steer)
- Worked on Car Week preparation and clean up.
- Finished sidewalk repair on 4th and Mission
- Installed No U-turn at the Fire Station
- Working on sidewalk repairs on Junipero, plaza staircase.
- Disposed of several seals and dolphin carcasses along the beach.

Project Management for the Capital Improvement Program

Ausonio, Inc. Projects:

- Sunset Center Retaining Walls Repair Project: Consultant completed the design of retaining walls. Requests were made to reduce the scope. Project is on FY25-26 CIP.

Moffit & Nichols:

- M&N is preparing a like-for-like design documents for the 10th Ave & 12th Ave Stairs. Expecting design by mid-September, with anticipation of going out to bid shortly after.

Wallace Group Projects:

- Shoreline Infrastructure Repair Project: PW team working with contractor on the scope.
- City-Wide Paving Project: Successfully received a grant from TAMC for \$243k. Presentation and recommendation for the City Council in September 9th to adopt resolution authorizing staff to execute a contract with Coastal Paving & Excavating, Inc. for this project.

Additional Capital Improvement Projects:

- City-wide Drainage Improvement Projects: Work has begun on parking stalls along Ocean Ave. 8th Ave/Santa Fe completed.
- Vista Lobos Panel Upgrade & EV: Will prepare bid-specification as soon as paving project gets awarded by council.
- Dolores Street Main Replacement (8th to Ocean): CalAM to install water main. Permit in final process, work to begin in October.
- CAWD (Santa Rita Guadalupe): will be installing new infrastructure in the Santa Rita region.
- CAWD (Scenic): will be installing new infrastructure. Work to begin after Labor Day. Pre-construction meeting scheduled for September 4th.

Forestry, Parks, and Beach

- Working closely with Monterey Fire on the CBTS Forest Defense Plan and implementation strategy.
- Forest Master Plan: current draft will be submitted to the subcommittee in mid-September. Will schedule a subcommittee meeting in October.
- Refer to City Forester's Report.



CITY OF CARMEL-BY-THE-SEA
City Council
Staff Report

October 6, 2025

CONSENT AGENDA (Estimated time - 5 min)

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Jane Hogan, Accountant

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: August 2025 Check Register Summary

RECOMMENDATION:

Approve the check register for August 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.

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 August 2025 totals \$1,294,176.46.

PRIOR CITY COUNCIL ACTION:

Council ratified the July 2025 check register at the September 8, 2025 special council meeting.

ATTACHMENTS:

1. August 2025 Check Register

August 2025 Check Register

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 110 City Council				
56138	League of California Cities-Monterey Bay D Membership Dues		08/11/2025	300.00
56165	Carmel Mission Basilica	Car Week Larson Field Rental	08/14/2025	3,300.00
56177	Monterey County Film Commission	Monterey Film	08/14/2025	4,000.00
56209	Community Human Services	Community Human Services FY24-25	08/25/2025	19,700.00
Total for Department: 110 City Council				27,300.00
Department: 111 City Administration				
56125	Amazon Capitol Services	IT Supplies and Equipment	08/11/2025	447.73
56126	AT&T	Telephone service citywide	08/11/2025	1,614.19
56127	AT&T	Telephone service Citywide	08/11/2025	1,025.70
56130	Carmel Pine Cone	Legal noticing	08/11/2025	136.50
56131	Chavan and Associates, LLC	Financial auditing services	08/11/2025	17,500.00
56133	Cogix Corporation	Online payment portal	08/11/2025	2,266.50
56134	Comcast	Cable service PD	08/11/2025	41.43
56135	Comcast Business	NonNGEN internet and recurring charges	08/11/2025	1,288.80
56139	Minuteman Press	Adopted Budget FY 25-26 Booklets	08/11/2025	1,283.83
56140	MISAC	ITMLP - Joel Staker	08/11/2025	1,200.00
56148	Primo Brands	Water service	08/11/2025	472.42
56151	Springbrook Software	Subscription:Accounting Software package	08/11/2025	20,515.77
56153	T-Mobile	Monthly cell service, usage, and purchases	08/11/2025	340.11
56154	Universal Staffing Inc	Temporary staffing services-City Hall	08/11/2025	1,721.60
56155	US Bank	MICROSOFT-G096047336 cloud services	08/11/2025	596.31
56155	US Bank	JUNCTION NETWORKS, INC phone	08/11/2025	858.68
56155	US Bank	FS COM INC Core network CIP	08/11/2025	174.80
56155	US Bank	BITWARDEN password manager subscription	08/11/2025	35.00
56155	US Bank	JUNCTION NETWORKS, INC phone	08/11/2025	389.73
56155	US Bank	FRESHWORKS INC subscription	08/11/2025	750.00
56155	US Bank	CDW GOVT #AE6H74V pw printer	08/11/2025	590.23
56155	US Bank	BEETRONICS INC. council a/v	08/11/2025	128.92
56155	US Bank	ZOOM.COM 888-799-9666 zoom subscription	08/11/2025	667.84
56155	US Bank	CCSI METROFAX HR e-fax	08/11/2025	11.95
56155	US Bank	ADOBE INC adobe products	08/11/2025	899.67
56155	US Bank	BACKBLAZE INC cloud services	08/11/2025	89.96
56155	US Bank	SUPERLOGICS council a/v system	08/11/2025	3,268.55
56155	US Bank	GOOGLE*CLOUD 9KL35M cloud services	08/11/2025	2.49
56155	US Bank	JUNCTION NETWORKS, INC phone	08/11/2025	394.13
56155	US Bank	5TH AVENUE DELI Staff meeting - Ashlee and CR.	08/11/2025	33.60
56155	US Bank	NYTIMES* subscription	08/11/2025	23.00
56155	US Bank	APA Professional membership as permitted by my contract with the City.	08/11/2025	748.00
56155	US Bank	BROPHYS Employee appreciation with Brandon, Shelby, and Daniel.	08/11/2025	144.80
56155	US Bank	CALPERS CVENT Conference Registration	08/11/2025	549.00
56155	US Bank	TARGET.COM Office supplies	08/11/2025	19.27
56155	US Bank	SQ *CARMEL VALLEY COFFEE Employee Appreciation	08/11/2025	26.09
56155	US Bank	EIG*CONSTANTCONTACT.COM IT subscription	08/11/2025	99.00
56170	Hacienda	Employee Appreciation Lunch	08/14/2025	6,345.00
56171	IAMP Pro Audio/Anthony J. Nocita	Set-up, live production, associated support of city meetings and	08/14/2025	2,160.00
56172	Image Sales	Employee ID Badges	08/14/2025	71.27
56173	Iron Mountain	Iron Mountain Storage	08/14/2025	306.06
56179	Netkiller, Inc.	GWS Enterprise Plus Annual Subscription	08/14/2025	22,464.00
56183	Pitney Bowes Bank Inc Purchase Power	Postage meter refills	08/14/2025	3,407.32
56190	Universal Staffing Inc	Temporary staffing services - City Hall	08/14/2025	2,152.00
56193	Xerox Financial Services	Printer usage fees-All departments	08/14/2025	1,920.78
56197	AT&T	Telephone service citywide	08/25/2025	1,030.14
56203	Carmel Pine Cone	Legal noticing	08/25/2025	720.25
56206	CivicPlus LLC	NextRequest (Archive Social) PRA Software	08/25/2025	10,128.51
56207	Comcast	Cable service PD	08/25/2025	46.18
56208	Comcast Business	NonNGEN internet and recurring charges	08/25/2025	644.40
56213	Digital Deployment	Website Support Agreement	08/25/2025	700.00
56218	Image Sales	Employee ID Badges	08/25/2025	67.35
56224	Office Depot, Inc.	Administration Office supplies	08/25/2025	161.85
56229	Primo Brands	Water service acct #8720006404	08/25/2025	609.74
56231	Quality Water Enterprises Inc-Culligan	Invoice #1258796 Water services	08/25/2025	71.05
56238	Universal Staffing Inc	Temporary staffing services - City Hall	08/25/2025	9,217.00
56239	US Bank	JUNCTION NETWORKS, INC phone system charges	08/25/2025	858.74
56239	US Bank	FRESHWORKS INC it software	08/25/2025	626.00
56239	US Bank	MICROSOFT-G101331713 it software	08/25/2025	563.76
56239	US Bank	JUNCTION NETWORKS, INC usage minutes	08/25/2025	394.38
56239	US Bank	BITWARDEN it software	08/25/2025	35.00
56239	US Bank	ZOOM.COM 888-799-9666 meeting software	08/25/2025	645.85
56239	US Bank	ADOBE INC pdf software	08/25/2025	899.67
56239	US Bank	BACKBLAZE INC it software	08/25/2025	88.25
56239	US Bank	VILLAGE CORNER CARMEL intern welcome lunch	08/25/2025	123.66

56239	US Bank	FRESHWORKS INC it software	08/25/2025	626.00
56239	US Bank	JUNCTION NETWORKS, INC usage minutes	08/25/2025	396.08
56239	US Bank	TST*BREADSONG intern welcome lunch	08/25/2025	111.48
56239	US Bank	GOOGLE*CLOUD DVWQDM cloud software	08/25/2025	2.56
56239	US Bank	OPENAI *CHATGPT SUBSCR AI POC work program	08/25/2025	900.00
56241	Verizon Wireless	Cell phone sales and usage	08/25/2025	4,031.53
Total for Department: 111 City Administration				132,881.46
Department: 112 City Attorney				
56128	Best Best & Krieger, Attorney At Law	Legal fees: Telecommunications issue, Verizon litigation	08/11/2025	2,093.50
56162	Best Best & Krieger, Attorney At Law	Legal fees: Telecommunications issue, Verizon litigation	08/14/2025	2,577.00
56163	Burke,Williams & Sorensen, LLP	City Attorney services-	08/14/2025	31,200.81
Total for Department: 112 City Attorney				35,871.31
Department: 115 Community Planning & Building				
56160	Avenu Insights & Analytics, LLC	POP: 7/12/24-7/11/25	08/14/2025	14,000.00
56180	Office Depot, Inc.	Code Enforcement Supplies	08/14/2025	83.63
56242	Veronica Tam and Associates	Sites Inventory and Programs	08/25/2025	4,217.50
Total for Department: 115 Community Planning & Bu				18,301.13
Department: 116 Police				
56145	Office Depot, Inc.	PD Office supplies	08/11/2025	182.81
56149	Same Day Shred	PD-Document shredding services	08/11/2025	60.00
56152	T2 Systems, Inc	Ticketing Platform for PD:Hardware, software, tech support and d	08/11/2025	13,385.10
56155	US Bank	PD Credit Card	08/11/2025	582.95
56158	AT&T	PD Phone Tracking	08/14/2025	145.00
56178	Monterey Peninsula Regional SRU	SRU Yearly Contribution FY 2025-2026	08/14/2025	5,000.00
56184	Rydin Decal	Parking permit stickers	08/14/2025	1,001.54
56186	T2 Systems Canada Inc.	T2 Parking Management System (yr3 of contract) 050823 updated fr	08/14/2025	158.33
56187	T2 Systems, Inc	Automated Owner Lookups July 2025	08/14/2025	125.78
56188	Tracnet Corporation	Trak net Maint	08/14/2025	23,569.65
56189	Transunion Risk & Alterna	PD: Monthly fee for information services	08/14/2025	75.00
56211	De Lage Landen Financial	Equipment Sale - Police Dept	08/25/2025	800.00
56212	Department of Justice/Accounting Office	Police Dept Fingerprinting services	08/25/2025	352.00
56224	Office Depot, Inc.	PD Office supplies	08/25/2025	72.05
56235	T2 Systems, Inc	Citation collection services	08/25/2025	260.89
56239	US Bank	WALMART.COM 8009256278 Office Supplies	08/25/2025	25.25
56239	US Bank	GLF*BAYONETGOLF	08/25/2025	113.51
56239	US Bank	VALLEY TROPHIES INC.	08/25/2025	543.52
56265	T2 Systems Canada Inc.	Digital Iris Scanner Services	08/29/2025	75.00
56266	T2 Systems, Inc	Citation collection services	08/29/2025	456.29
Total for Department: 116 Police				46,984.67
Department: 117 Fire				
56132	City Of Monterey	FY 24-25 Monthly fee Interim Fire Admin/Emerg Incident Mgmt	08/11/2025	271,133.00
56137	First Alarm	Alarm services-Fire station	08/11/2025	190.00
56141	Mission Linen Service	Fire Dept laundry service	08/11/2025	276.28
56167	City Of Monterey	FY 25-26 Fire Services Fee per AG-1790	08/14/2025	283,803.00
56174	JD Repairs, Inc	Fire Dept vehicle repairs	08/14/2025	2,998.39
56176	Mission Linen Service	Fire Dept laundry service	08/14/2025	138.14
56219	JD Repairs, Inc	Fire Dept vehicle repairs - previously underpaid	08/25/2025	617.94
56222	Mission Linen Service	Fire Dept laundry service	08/25/2025	128.14
56255	City Of Monterey	June 2025 Monterey Fire Dept Overtime Reimbursement	08/29/2025	18,314.84
Total for Department: 117 Fire				577,599.73
Department: 118 Ambulance				
56129	Bound Tree Medical LLC	Medical supplies AMB	08/11/2025	386.71
56132	City Of Monterey	Ambulance Administration fee	08/11/2025	2,231.46
56146	Peninsula Welding & Medical Supply	Amb Dept:Oxygen/hazardous materials transport service	08/11/2025	90.30
56169	Dr. James Stubblefield, MD, Inc	Medical Director for Controlled Substance Oversight Annual Contr	08/14/2025	8,000.00
56182	Peninsula Welding & Medical Supply	Peninsula Welding (O2 tanks)	08/14/2025	74.63
56211	De Lage Landen Financial	Equipment Sale - Fire & Ambulance	08/25/2025	425.00
Total for Department: 118 Ambulance				11,208.10
Department: 119 Public Works				
56136	Denise Duffy & Associates	Planning and Environmental contract 9/3/24 #9387	08/11/2025	40,046.19
56142	Monterey One Water	Current year membership and projects	08/11/2025	4,809.77
56194	Ailing House Pest Control	Ailing House - City wide pest control	08/25/2025	304.00
56196	Always Under Pressure	adjust float valve	08/25/2025	355.00
56199	Beau King	Boot reimbursement per MOU FY25/26	08/25/2025	350.00
56200	Brian Steckler	Council Chambers A/V Project	08/25/2025	5,952.50
56202	California Fire Protection, Inc.	California Fire Protection, Inc. -Fire extinguisher service chec	08/25/2025	450.00
56204	Cintas Corp 2 (First Aid)	Restock of 1st aide cabinet	08/25/2025	16.45
56205	Cintas Corporation	Cintas- Uniforms for PW	08/25/2025	1,187.88
56211	De Lage Landen Financial	Equipment Sale - Public Works	08/25/2025	925.00
56214	Dominic Marquez	work boots FY25/26	08/25/2025	208.00
56215	Golden State Portables	Golden State Portables - Portable potty service	08/25/2025	2,641.65
56216	Granite Construction Company	Granite Construction- Asphalt	08/25/2025	1,128.82
56217	Granite Rock Company	Granite Rock Company- Supplies	08/25/2025	298.97

56220	Justin Ono	Reimbursement for boots fper MOU FY25/26	08/25/2025	300.00
56221	L ayer 1 Networks Inc	PD Security Project	08/25/2025	4,480.00
56223	Monterey County Health Department	FA0813557 CERS ID:10431298 7/11/25	08/25/2025	26.00
56225	Overhead Door Co of Salinas	Overhead Door Co - City Garage door service	08/25/2025	162.65
56228	Poe's Plumbing & Backflow	Poes Plumbing & Backflow - City facility plumbing service	08/25/2025	220.00
56232	Ross Roofing Inc	Recoat deckand install top coast	08/25/2025	2,380.00
56233	Scarborough Lumber & Building	Scarborough Ace Hardware - FACILITIES	08/25/2025	363.12
56234	Sherwin-Williams Co.	Sherwin Williams	08/25/2025	155.97
56236	Terex Utilities	Hi-Ranger Service	08/25/2025	1,872.84
56237	Tree Stuff Lockbox No 639707	Treestuff - Supplies for Forestry Division	08/25/2025	2,066.76
56240	Val Gaino	Mileage for CCEC Conference	08/25/2025	148.90
56243	Zero Waste USA	Zero Waste- Mutt Mitts	08/25/2025	6,642.40
56244	Zumar Industries, Inc.	8/5/25 53411	08/25/2025	750.33
56253	Carmel Towing & Garage	Carmel Towing- Fuel for PW Vehicles	08/29/2025	2,104.20
56254	Cintas Corporation	Cintas- Uniforms for PW	08/29/2025	490.89
56256	Edges Electrical Group	Edges Electrical Supply -	08/29/2025	47.36
56257	Javier Hernandez	Travel reimbursement for APWA conference	08/29/2025	357.48
56258	Martins Irrigation Supply, INC.	Martins Irrigation	08/29/2025	125.86
56259	MJ Murphy Lumber and Hardware	MJ Murphy Lumber and Hardware- Lumber	08/29/2025	1,358.58
56260	Municipal Maintenance Equipment	MME- Sweeper gutter brooms	08/29/2025	1,913.05
56261	Napa Auto Parts	Monterey Auto Supply, Napa- Vehicle Supplies	08/29/2025	62.02
56262	Robert Half	Temporary staff for Forestry permit tech	08/29/2025	5,571.00
56263	Scarborough Lumber & Building	Scarborough Ace Hardware - STREETS	08/29/2025	76.09
56264	Sentry Alarm Systems	Sentry Alarm Systems - City facility alarm service	08/29/2025	467.05
56267	Tom Ford	Reimbursement for getting city vehicle cleaned	08/29/2025	41.45
56268	US Bank	THE BAGEL BAKERY-CARM Materials for the Storm Water Training class for all Public Works	08/29/2025	73.70
56268	US Bank	CASQA 2025 CONF For Valerie Gaino to attend the California Stormwater Quality Association C	08/29/2025	885.00
56268	US Bank	SOUTHWEST training travel	08/29/2025	123.96
56268	US Bank	GRAINGER Pole pruner and pole saw kit	08/29/2025	495.00
56268	US Bank	SHERRILLTREE Pole Pruner Poles	08/29/2025	137.82
56268	US Bank	KEITH DAY COMPANY, INC Forestry supplies	08/29/2025	540.49
56268	US Bank	76 - LEMOS 76 Propane for Shop	08/29/2025	51.49
56268	US Bank	WINNERS AWARDS & ENGRAVI Bench plaque paid for with donation.	08/29/2025	360.53
56268	US Bank	LUCKY #703 Propane for shop	08/29/2025	81.53
56268	US Bank	PANERA BREAD #601799 O food for public works staff meeting	08/29/2025	41.78
56269	Valley Saw & Garden Equipment	Valley Saw tree supplies	08/29/2025	3,165.63
Total for Department: 119 Public Works				96,815.16
Department: 120 Library				
56181	Pacific Grove Self Storage	Storage Unit - Document storage	08/14/2025	407.00
Total for Department: 120 Library				407.00
Department: 121 Community Activities				
56239	US Bank	FY 2025-2026 Farmers' Market health dept. permit	08/25/2025	1,475.99
56239	US Bank	Name plates for CA Commission members	08/25/2025	92.81
Total for Department: 121 Community Activities				1,568.80
Department: 122 Economic Revitalization				
56164	Carmel Chamber of Commerce	Visitor Center support Jul-Dec FY 25-26	08/14/2025	30,000.00
56185	See Monterey	TOT Destination Marketing Jurisdiction Investment Q1, 07/01-9/30	08/14/2025	59,495.25
56191	Visit Carmel	Marketing and Economic Development Funding FY 25-26	08/14/2025	30,000.00
Total for Department: 122 Economic Revitalization				119,495.25
Department: 130 Non-Departmental				
56147	PG&E	Citywide gas and electric services	08/11/2025	20,674.16
56156	Alliant Insurance Services	AST Pollution Premium	08/14/2025	903.86
56195	Alliant Insurance Services	AST Pollution Premium	08/25/2025	1,513.00
56201	Cal-Am Water Company	Water service citywide	08/25/2025	21,980.20
56226	PG&E	Citywide gas and electric services	08/25/2025	426.97
56230	Prism Public Risk Innovation	April-June 2025 General Liability, Program 1	08/25/2025	23,010.72
Total for Department: 130 Non-Departmental				68,508.91
Department: 311 Capital Projects				
56143	Mystaire	48" Latitude Fentanyl Series C Ductless hood-Includes all filter	08/11/2025	12,867.62
56150	SHI International Corp	EOC laptop purchase: 1 HP Probbok 460 G11 Notebook	08/11/2025	13,150.00
56175	Margaret Clovis	HE 25-216 (Library Annex) - Library CIP	08/14/2025	1,440.00
56210	Cypress Painting & Decorating, Inc.	Fire Department painting and patch repairs	08/25/2025	4,860.00
Total for Department: 311 Capital Projects				32,317.62
Department: 513 Veh & Equip Replacement				
56159	Attention to Decal	PD Vehicle Details	08/14/2025	1,957.00
56192	Watsonville Ford	2025 Ford Explorer Purchase 1FM5K8AC2SGB34974	08/14/2025	122,960.32
Total for Department: 513 Veh & Equip Replacement				124,917.32
Grand Total				1,294,176.46



CITY OF CARMEL-BY-THE-SEA
City Council
Staff Report

October 6, 2025

CONSENT AGENDA (Estimated time - 5 min)

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2025-082 establishing the meeting dates of the City Council for calendar year 2026

RECOMMENDATION:

Adopt Resolution 2025-082 establishing the meeting dates of the City Council for calendar year 2026.

BACKGROUND / SUMMARY:

The Municipal Code requires the City Council to adopt an annual meeting calendar by December for the following year. To prepare this calendar, the Mayor and Mayor Pro Tem meet in advance to review the proposed 2026 meeting schedule. The attached Resolution (**Attachment 1**) lists the proposed Regular and Special City Council meeting dates for 2026.

Under the Municipal Code, Regular Meetings are generally held on the first Tuesday of each month at 4:30 p.m. A Special Meeting is typically scheduled for the Monday prior to the Regular Meeting, unless otherwise established from time to time. When a Tour of Inspection is scheduled on the same day as a Regular or Special Meeting, the time and location of the tour will be included in that meeting's agenda.

The proposed 2026 calendar also adjusts for holidays that fall in the first week of the month to avoid conflicts. Adoption of this Resolution will set a consistent meeting schedule for the 2026 calendar year, while allowing enough time for staff to prepare and for the Council to review upcoming agendas.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

Council routinely adopts the annual meeting schedule by Resolution for the following year at the end of the previous year.

ATTACHMENTS:

1. Resolution 2025-082

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

RESOLUTION NO. 2025-082

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
ESTABLISHING THE MEETING DATES OF THE CITY COUNCIL FOR CALENDAR YEAR
2026**

WHEREAS, Section 2.04.010 of the City's Municipal Code stipulates that the Council regular meetings are held on the first Tuesday of the month beginning at 4:30 p.m. and the Tour of Inspection (Special Meeting) are held on the Monday prior to the regular meeting of the month, unless otherwise established from time to time by Resolution; and

WHEREAS, the Mayor and Mayor Pro Tem have proposed the 2026 Council Meeting Calendar to establish a balanced calendar, taking into consideration City Holidays, to allow sufficient time for agenda packet preparation and review; and

WHEREAS, the proposed 2026 City Council Meeting dates are attached as Exhibit A.

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

Approve the calendar of the City Council Meetings for calendar year 2026 as attached hereto as Exhibit A.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
this 6th day of October, 2025, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dale Byrne
Mayor

Nova Romero, MMC
City Clerk

EXHIBIT A

2026 City Council Meeting Dates

Special Council Meeting (Monday preceding the Regular meeting) 3:00 p.m.	City Council Regular Meeting (Tuesday) 4:30 p.m.
January 12*	January 13*
February 2	February 3
March 2	March 3
April 6	April 7
May 4	May 5
June 1	June 2
July 6	July 7
August 3	August 4
August 31*	September 1*
October 5	October 6
November 2	November 3
December 7	December 8

*Due to holiday at the beginning of the month



CITY OF CARMEL-BY-THE-SEA
City Council
Staff Report

October 6, 2025

CONSENT AGENDA (Estimated time - 5 min)

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Rob Culver, Public Works Superintendent

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2025-083 authorizing the purchase of a 2025 Ford F-550 LT40 Utility Bucket Truck from Terex Utilities under Sourcewell Contract Number 110421-TER in the amount of \$196,173

RECOMMENDATION:

Adopt Resolution 2025-083 authorizing the purchase of a 2025 Ford F-550 LT40 Utility Bucket Truck from Terex Utilities under Sourcewell Contract Number 110421-TER in the amount of \$196,173.

BACKGROUND / SUMMARY:

The Public Works Department has obtained a quote to replace a 1995 Ford F-800 Hi-Ranger bucket truck with a new 2025 Ford F-550 LT40 utility bucket truck. The existing bucket truck is 31 years old, and its large size presents significant challenges for maneuvering on our city's small, narrow streets. A new, smaller bucket truck would be easier to operate, more agile in tight spaces, and more efficient for our operational and maintenance needs.

This truck would be used on a daily basis by the Public Works Forestry Division for inspecting tree canopies, tree trimming, removals, and hanging banners when needed.

Staff recommends that City Council adopt Resolution 2025-000 (**Attachment 1**) authorizing the purchase of a 2025 Ford F-550 LT40 utility bucket truck.

Quotes were obtained by Terex Utilities from Sourcewell, a local government procurement agency under contract number 110121-TER (**Attachment 2**).

FISCAL IMPACT:

Funding for this bucket truck was included in the Council-approved Capital Improvement Plan budget for Fiscal Year 2025/2026 with funding of \$180,000. The price quote for the new truck is \$196,174. We have identified discretionary funds totaling \$28,142, which are available after the recent purchase of two Ford electric Lightnings (Resolution 2025-073). These funds can be utilized to cover the difference between the approved budget and the cost of the new bucket truck.

PRIOR CITY COUNCIL ACTION:

At the June 3rd 2025 Council meeting, Council approved the FY 2025/26 Capital Improvement Plan which included an appropriation of \$180,000 from the Vehicle and Equipment Fund for a Utility Bucket Truck.

At the September 8th 2025 Council meeting, Council approved Resolution 2025-073 for the purchase of (2) electric 2025 Ford F-150 Lightnings from Watsonville Ford under Sourcewell contract #091521-NEF in the amount of \$121,857.56.

ATTACHMENTS:

1. Resolution 2025-083
2. Terex Quote

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

RESOLUTION NO. 2025-083

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA APPROVING
THE PURCHASE OF A 2025 FORD F-550 LT40 UTILITY BUCKET TRUCK FROM TEREX
UTILITIES IN THE AMOUNT OF \$196,173**

WHEREAS, The existing Public Works Forestry Divisions bucket truck, a 1995 Ford F-800 Hi-Ranger, is thirty years old, its large size presents significant challenges for maneuvering on our city's small, narrow streets; and

WHEREAS, A new, smaller bucket truck would be easier to operate, more agile in tight spaces, and more efficient for our operational and maintenance needs; and

WHEREAS, This truck would be used on a daily basis by the Public Works Forestry Division for inspecting tree canopies, tree trimming, removals, and hanging banners when needed; and

WHEREAS, Quotes were obtained by Terex Utilities from Sourcewell, a local government procurement agency under contract number 110121-TER; and

WHEREAS, At the June 3rd, 2025, Council meeting, Council approved the FY 25/26 Capital Improvement Plan which included an appropriation of \$180,000 from the Vehicle and Equipment Fund for a Utility Bucket Truck; and

WHEREAS, Discretionary funds totaling \$28,142, which are available after the recent purchase of two Ford electric Lightnings (Resolution 2025-073). These funds will be utilized to cover the difference between the approved budget and the cost of the new bucket truck (\$196,174); and

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

Authorize the purchase of a 2025 Ford F-550 LT40 utility bucket truck in the amount of \$196,174.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this
6th day of October 2025, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dale Byrne, Mayor

Nova Romero, MMC, City Clerk



ATTACHMENT 2
Customer Order Acknowledgement

Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 08/21/2025

All Stock Trucks Are Subject To Prior Sale

Company: City of Carmel

Address: Junipero Street

Phone: 831-901-4888

City, State: Carmel-By-The-Sea, CA

Contact: Rob Culver

Email: RCULVER@CI.CARMEL.CA.US

TEREX Quote #: QU34884

Sourcewell Contract Number: 110421-TER

Stock Truck or Slot #:

Unit Model: LT40

Baseline Price: \$ 196,173.00

FET Tax Estimate: If Applicable

Service Center Upfit:

Grand Total: \$ 196,173.00

This written description and attached specifications have been produced by Terex USA, LLC dba Terex Utilities and shall not be released, disclosed, nor duplicated without the written permission of Terex USA, LLC dba Terex Utilities.

Prices are subject to change until shipment. Applicable taxes and any applicable surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. **Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice.** Chassis payment is due within 30 days of chassis receipt at our facility. Quote withdrawn after 60 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. For roadside assistance call 1-800-448-7825.

Terex-purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. For roadside assistance call 1-800-FTL-HELP.

Notes: 1) Delivery Terms are CPT - 2020 .
- Delivery to customer included.

2) Payment Terms are INV 30 .

3) Delivery days from receipt of order shall be 230-260 Days .

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Buyer agrees that it shall not export or re-export Terex equipment or parts, technology, information or warranty related services directly or with its knowledge indirectly into: (a) Russia, Belarus or the following regions of Ukraine: Crimea, Sevastopol, Donetsk People's Republic (DNR), Luhansk People's Republic (LNR), Kherson and Zaporizhzhia; or (b) Iran, Cuba, Syria or North Korea without first obtaining written approval from Seller.

Terex USA, LLC dba Terex Utilities

Terex Utilities Inc.

Account Manager:

Matt Mayer

Accepted By: Rob Culver

PO Number: 2026000312

Grand Total: \$ 196,173

Date: 9-12-25



CITY OF CARMEL-BY-THE-SEA
City Council
Staff Report

October 6, 2025

CONSENT AGENDA (Estimated time - 5 min)

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Katherine Wallace, Associate Planner

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2025-084 authorizing a refund of a Design Review application fee in the amount of \$3,611.25 to Esperanza Carmel Commercial LLC

RECOMMENDATION:

Adopt Resolution 2025-084 authorizing a refund of a Design Review application fee in the amount of \$3,611.25 to Esperanza Carmel Commercial LLC.

BACKGROUND / SUMMARY:

On July 2, 2024, Ryan Aeschliman, Development Director, submitted a Design Review application for the property located on Lincoln Street 3 southwest of Ocean Avenue in the Central Commercial (CC) District. The proposed project was a roof deck located above a commercial building on APN 010-191-001-000, to be accessed via the La Rambla building on APN 010-201-002-000. The application fee was \$4,815 (\$990 for the Track 1 Major Design Review; \$1,785 for a Design Review Referral to the Planning Commission; and \$2,040 for a Phase 2 Historic Evaluation). On September 24, 2025, Ryan Aeschliman submitted a request to withdraw the application.

Adoption of the attached Resolution (**Attachment 1**) will authorize a refund of 75% of the permit fee cost in accordance with CMC Section 17.02.120 (Fees), which allows a partial refund of fees in the amount of 75% for applications that are withdrawn before a determination has been made as to whether the application is complete.

CMC Section 3.06.060 (Return of Funds) requires refunds of \$1,000 or more to be approved by Council. Specifically, Section 3.06.060 states that “from time to time it

becomes necessary to refund certain permit fees, taxes, licenses, etc., in the normal course of City business. Upon recommendation from the Assistant City Administrator, the City Administrator or his/her duly authorized representative is authorized to approve such refunds in an amount not to exceed \$1,000. All refunds over \$1,000 shall require approval by the City Council.”

FISCAL IMPACT:

Other than the cost of processing the refund, there is no fiscal impact to the City for issuing the permit fee refund.

PRIOR CITY COUNCIL ACTION:

N/A

ATTACHMENTS:

1. Resolution 2025-084

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

RESOLUTION NO. 2025-084

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING A REFUND OF A DESIGN REVIEW APPLICATION FEE IN THE AMOUNT OF \$3,611.25 TO ESPERANZA CARMEL COMMERCIAL LLC

WHEREAS, the applicant, Ryan Aeschliman, Development Director, submitted Design Review application DR 24201 (Esperanza Carmel Commercial LLC) on behalf of Esperanza Carmel Commercial LLC on July 2, 2024; and

WHEREAS, the application fees collected totaled \$4,815 (\$990 for the Track 1 Major Design Review; \$1,785 for a Design Review Referral to the Planning Commission; and \$2,040 for a Phase 2 Historic Evaluation) for the review of the application; and

WHEREAS, the permit fee was paid by Carmel Realty Company Property Management Esperanza Carmel Commercial, LLC, on July 22, 2024; and

WHEREAS, on September 24, 2025 the applicant submitted a request to withdraw the application; and

WHEREAS, CMC Section 17.02.120 (Fees) allows a partial refund of permit fees in the amount of 75% for applications that are withdrawn before a determination that the application is complete is made; and

WHEREAS, the applicant withdrew the application on September 24, 2025 prior to staff deeming the application complete; and

WHEREAS, the applicant is entitled to a 75% refund of the permit fee which amounts to \$3,611.25; and

WHEREAS, CMC Section 3.06.060 (Return of Funds) requires refunds of \$1,000 or more to be approved by the City Council.

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

Authorize a refund of \$3,611.25 to Esperanza Carmel Commercial LLC, which is 75% of the total collected permit fees for a Design Review application (DR 24201) submitted on July 2, 2024.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA, this 6th day of October, 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

October 6, 2025
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Marnie Waffle, Principal Planner, AICP

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2025-085 Authorizing the City Administrator to Execute a Professional Services Agreement with Opticos for a not-to-exceed fee of \$212,290 to prepare objective design and development standards (ODDS) for accessory dwelling units, multifamily residential, and mixed-use residential *(Estimated time - 20 min)*

RECOMMENDATION:

Adopt Resolution 2025-085 Authorizing the City Administrator to enter into a Professional Services Agreement (PSA) with Opticos Design, Inc., for a not-to-exceed fee of \$212,290 to prepare objective design and development standards (ODDS) for accessory dwelling units, multifamily residential, and mixed-use residential.

BACKGROUND / SUMMARY:

Executive Summary

The City Council adopted the 6th cycle Housing Element on April 8, 2024. One of the implementation programs is the creation of objective design and development standards (ODDS) for multifamily housing. In December 2024, the city released a Request for Proposals (RFP) to solicit a consultant to prepare the ODDS. The City Council considered entering into a Professional Services Agreement with Opticos Design, Inc., for the preparation of ODDS for Carmel-by-the-Sea at the September 9, 2025, meeting and continued the discussion with direction to include more community engagement. The proposal now includes seven community meetings, the addition of a Principal team member, a 16-month project timeline, and a total contract cost of \$212,290. Adoption of the attached Resolution (**Attachment 1**) will approve the revised

agreement and proposal from Opticos (**Attachments 2 & 3**).

Background

Objective design and development standards, also known as ODDS, are a different way of writing design guidelines that eliminate subjectivity and provide developers with more certainty in the design review process, and reduce the time required to review and process multifamily housing applications, all while allowing cities and counties to maintain control over community character.

The ODDS approach to design guidelines transforms subjective design standards, such as *"human-scaled entries are encouraged,"* to objective ones - *"a front entry shall consist of a single door that is no taller than 7 feet, 6 inches."* Just as standards related to building height, floor area, and setbacks do not create identical building forms on every lot, ODDS do not result in identical architectural design. Also, ODDS should not be confused with pre-approved plans, which are a fixed number of building designs intended to be reproduced in the same form and appearance.

6th Cycle Housing Element

The City Council adopted the 6th cycle Housing Element on April 8, 2024. Chapter 2 of the adopted Housing Element contains the Goals, Policies, and Programs. Goal HE-1 is to *facilitate housing construction*. Policy 4 is to *improve development review and approval processes*. Program 1.4.B is to *create objective design and development standards to provide clarity and more objectivity in the review of multifamily housing projects*.

One of the benefits of adopting objective design and development standards (ODDS) is to incentivize and accelerate the construction of affordable housing. Program 1.4.B states the City will create ODDS for multifamily housing projects that include at least one deed-restricted affordable housing unit. Additionally, housing projects located on sites listed in the Sites Inventory (Appendix C, Table C-3) that incorporate at least 20 percent of the units as affordable could also utilize ODDS.

Purchasing System (CMC Chapter 3.12)

Carmel Municipal Code Section 3.12.120 (Professional Services) allows the city to utilize requests for proposals (RFP) when considering the retention of professional services. "Professional Services" is defined as services provided to the city by independent consultants that are predominantly intellectual and varied in character – as opposed to manual or routine in nature – which require specialized knowledge of an advanced type generally acquired from study at an institution of higher learning, and entail the exercise of a wide degree of discretion and judgment when performing the services (e.g., lawyers, engineers, architects, certified public accountants and land use planners).

Request for Proposals (RFP)

The city released a Request for Proposals (RFP) on December 18, 2024 (linked [HERE](#)). The deadline to submit proposals was February 3, 2025. Firms had 6 weeks to submit proposals; however, only one proposal, from William Fisher Architecture, was received. The overlap between the release of the proposal in mid-December and the holiday season may have affected the response rate. As a result, the city extended the RFP deadline twice: first to March 3rd and then to March 24th. As a result of the two extensions, the city received two additional proposals, one from M-Group and the other from Opticos.

City staff reviewed all three proposals and found two to be responsive to the RFP: M-Group and Opticos. Both firms are well-qualified to prepare ODDS and have demonstrated experience and proficiency in producing ODDS for various municipalities throughout California. The Community Planning and Building Department staff reviewed both proposals and interviewed the firms on their approach to the project before selecting the best candidate. Opticos Design was chosen due to their depth of experience, detailed proposal, and approach to developing ODDS for Carmel (the original proposal submitted by Opticos Design is linked [HERE](#)).

Opticos Design, Inc.

Opticos is a nationally recognized urban design, planning, and architecture firm passionate about creating vibrant, healthy, and sustainable places. For over 25 years, they have prepared downtown plans, revitalization strategies, and form-based codes (FBCs), including ODDS, for 23 California communities seeking to comply with new pro-housing State Laws, and provided strategic advice for communities nationwide. They have maintained a consistent and highly respected track record with private and public clients who seek quality design responsive to the local context and public processes that are inclusive and effective in navigating complex local issues. They collaborate with the public, the development community, and planning staff to develop solutions and standards that deliver high-quality design and more housing choices. Opticos Design is well known for its work on missing middle housing and authored the Association of Bay Area Governments (ABAG) Handbook on Objective Design Standards.

Project Scope

The approach to developing ODDS will be based on a field visit and microscale documentation of properties in Carmel, as well as their design elements by the Opticos Design team. A range of styles will be identified along with their character-defining details. This information will be used to engage the community in conversations about preferred architectural styles. Up to three architectural styles will be selected as prevalent styles and will form the basis for the ODDS. Within each style, a menu of design standards will be available, presented in an easy-to-use, graphically rich design format. The ODDS will meet applicable State law for projects that qualify for a

streamlined application review.

Below is a summary of outreach efforts included in the revised proposal.

- Virtual Local Industry Roundtable (1)
- In-Person Community Meetings (7)
- Virtual Planning Commission Study Sessions (2)
- In-Person Adoption Hearings (2)

The preparation of ODDS is divided into two phases: Phase One is for ADUs, and Phase Two is for Multi-Family/Mixed-Use buildings. ODDS for ADUs have been prioritized in Phase One and will be prepared in the first 8 months of the project. The following 8 months will focus on developing ODDS for multifamily and mixed-use projects. Including adoption hearings, the project is estimated to take 16 months to complete.

ODDS for Accessory Dwelling Units (ADUs)

Due to the increasing number of accessory dwelling units receiving building permits over the past few years, ODDS for ADUs has been prioritized in the first 8 months of this project. Four community meetings and a Planning Commission study session will provide opportunities for the community to actively participate and provide feedback during the development of ODDS.

The revised work plan currently budgets for two public hearings at the end of the project. If the City Council prefers to have the ADU ODDS fully adopted upon completion at the 8-month mark, an additional two public hearings would need to be added to the proposed budget, detailed work plan, and project schedule. The City Council can direct staff to include the additional public hearings in a motion to approve the contract. Or, the ODDS for ADUs can be adopted concurrently with the ODDS for multifamily and mixed-use projects.

ODDS for Multifamily & Mixed Use Projects

Objective design standards for multifamily and mixed-use projects will commence in earnest following the completion of the ODDS for ADUs. They are estimated to take 8 months to complete. Three additional community meetings and a Planning Commission study session devoted to the multifamily and mixed-use ODDS would be scheduled at key points during the development of the design standards, ensuring opportunities for the community to actively participate and provide feedback during the development of ODDS.

Environmental Review

CEQA Guidelines Section 15378.b.5 states that a project does not include governmental fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. The action by the City Council would authorize the City Administrator to enter into a PSA with a consultant to prepare ODDS that may be utilized for future unknown

developments. It is not an activity that would result in either a direct or indirect physical change to the environment. Therefore, it is not a project subject to CEQA, as defined in Public Resources Code Section 21065 and CEQA Guidelines Section 15378.

FISCAL IMPACT:

The contract cost is a not-to-exceed amount of \$212,290. Additionally, the city secured grant funding in the amount of \$79,985 as part of the Regional Early Action Planning (REAP) 2.0 program.

PRIOR CITY COUNCIL ACTION:

The preparation of objective design and development standards is an implementation measure of the 6th cycle Housing Element adopted by the City Council on April 8, 2024.

ATTACHMENTS:

1. Resolution 2025-085
2. Revised PSA - Opticos Design Inc
3. Revised Opticos Proposal (Exhibit A)

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

RESOLUTION NO. 2025-085

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AND EXECUTE A
PROFESSIONAL SERVICE AGREEMENT WITH OPTICOS DESIGN INC., FOR A NOT-
TO-EXCEED FEE OF \$212,290, TO PREPARE OBJECTIVE DESIGN AND
DEVELOPMENT STANDARDS FOR MIXED-USE RESIDENTIAL, MULTI-FAMILY
RESIDENTIAL, AND ACCESSORY DWELLING UNITS**

WHEREAS, on April 8, 2024, the City Council adopted the 6th cycle Housing Element, and on April 24, 2025, it was certified by the State of California Housing and Community Development (HCD) Department as being in substantial compliance with State law; and

WHEREAS, Program 1.4.B, Objective Design and Development Standards, has been included in the 6th cycle Housing Element to reduce subjectivity and uncertainty in the design review process and accelerate the review and approval process; and

WHEREAS, the City issued a Request for Proposals (RFP) on December 18, 2024, with a deadline of February 3, 2025; and

WHEREAS, due to a low response rate, the city extended the deadline twice, first to March 3rd and again to March 24th; and

WHEREAS, the city received a total of three proposals, two of which met the minimum qualifications outlined in the request for proposals; and

WHEREAS, staff reviewed the two proposals, one from M-Group and the other from Opticos Design, Inc., and found both to have the qualifications and experience to prepare objective design and development standards for Carmel-by-the-Sea; and

WHEREAS, staff selected Opticos Design, Inc. as the most qualified consultant based on their form-based approach to objective design and development standards and extensive use of graphics to depict design elements; and

WHEREAS, Opticos Design, Inc.'s experience includes authoring the Objective Design Standards Handbook for residential and mixed-use projects for the Association of Bay Area Governments (ABAG), for the cities of Santa Barbara and San Anselmo, and many other communities; and

WHEREAS, the project will be funded in part by a REAP 2.0 grant in the amount of \$79,985; and

WHEREAS, CEQA Guidelines Section 15378.b.5 states that a “project” does not include governmental fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. As demonstrated above, preparation of the ODDS is intended to reduce subjectivity and uncertainty in the design review process. It is not an activity that would result in either a direct or indirect physical change to the environment and is not a project under CEQA as defined in Public Resources Code Section 21065 and CEQA Guidelines Section 15378; and

WHEREAS, on September 9, 2025, Council directed staff to work with Opticos to develop a revised proposal that increases the number of community engagement meetings to seven, adds a Principal team member, provides a 16-month project timeline, and sets a total not-to-exceed cost of \$212,290 for these services.

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

Authorize the City Administrator to execute a Professional Services Agreement with Opticos Design, Inc., for a not-to-exceed fee of \$212,290 to create objective design and development standards for mixed-use residential, multi-family residential, and accessory dwelling units, and conduct seven (7) community engagement sessions.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA on this 6th day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dale Byrne, Mayor

Nova Romero, MMC, City Clerk

PROFESSIONAL SERVICES AGREEMENT
OPTICOS
for the creation of
Objective Design and Development Standards (ODDS)
Agreement #

THIS AGREEMENT is executed this 9th day of September, 2025, by and between the City of Carmel-By-The-Sea, a municipal corporation (hereinafter "City"), and Opticos Design, Inc. (hereinafter "Consultant"), collectively referred to herein as the "parties".

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

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

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

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

1. SERVICES

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: develop objective design and development standards (ODDS) for qualifying accessory dwelling units, multi-family residential, and mixed-use projects. The Scope of Services is attached hereto as **Exhibit A**. The Scope of Services under this Agreement should include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel, and general description of services that will be performed, as further set forth in this Agreement and attachments hereto. Consultant agrees to all of the following:
- i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
 - ii. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in **Exhibit A**, Key Personnel, Compensation, and Fee Schedule, which is made a part of this Agreement.
 - iii. Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in **Exhibit A** to perform the

services required under this Agreement. Consultant must notify City and obtain City's written approval with respect to any changes in key personnel prior to the performance of any services by replacement personnel.

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

B. Change Orders.

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

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

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

2. **COMPENSATION**

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Key Personnel, Compensation, and Fee Schedule (**Exhibit A**), for a base scope of work (not including optional tasks) in an amount not-to-exceed **\$212,290.00**. Should City elect to engage Consultant in optional tasks, the procedures set forth in subsection 1.B Change Orders shall be followed. 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 been performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant must submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide the invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:
 - i. Project Title, the City's Purchase Order number, and the City's Project Code(s) for each project;
 - ii. Invoice number and date;

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

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

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

Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, the City will pay on each such invoice within thirty (30) days of receipt; provided, however, that Consultant submits an invoice which is not incorrect, incomplete, or not in accord with the provisions of this Agreement. If any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission, and the City will not be obligated

to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be non-conforming to the terms of this Agreement.

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

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

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

Monterey, or other federal, state, regional, or governmental agency which provides funding for these Services.

- iv. Consultant must include the requirements of Section 2F, "Audit and Examination of Accounts," in all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of the Services. All records which pertain to actual disputes, litigation, appeals, or claims must be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals, or claims.

3. AGREEMENT TERM

- A. **Term**. The work under this Agreement will commence upon execution of this contract and must be completed by **March 31, 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. **Timely Work**. Consultant will perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term," and Section 3.C, "Project Schedule," of this Agreement. Failure to perform is deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule**. Services must be completed by Consultant in accordance with the Project Schedule set forth in **Exhibit A**. The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant will provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant must promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed**. Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City will issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

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

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

5. REPRESENTATIVES AND COMMUNICATIONS

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

Name: Marnie R. Waffle, AICP
 Title: Principal Planner
 Company: City of Carmel-by-the-Sea
 Address: PO Box CC, Carmel-by-the-Sea, CA 93921
 Telephone: (831) 620-2057
 Email: mwaffle@ci.carmel.ca.us

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

Name: Drew Finke
 Title: Senior Associate
 Address: 2100 Milvia Street, Suite 125, Berkeley, CA 94704
 Telephone: (510) 809-9518
 Email: drew.finke@opticosdesign.com

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

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable to the City),

indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

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

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

7. **INSURANCE**

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

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

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

volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means, including other insurance, or which is intended to defeat the intent or protection of an additional insured.

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

8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code

Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.

- B. Consultant, its agents, employees, and subconsultants must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence, and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances, and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.
- C. Consultant must furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement. Consultant may not use the City premises, property (including equipment, instruments, or supplies), or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee will evaluate the work. If the quality of work is not satisfactory, City, in its discretion, may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

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

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and will remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors, or assignees may have in the Materials.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, will be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify, and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents, and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials will be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant must forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** The provisions contained in Section 10, Ownership and Use of Materials survives the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant must provide such additional copies, and the City will compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant must keep confidential and may not disclose, publish, or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant may not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant must promptly transmit to the

City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will survive the expiration or earlier termination of this Agreement.

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

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

12. CONFLICT OF INTEREST

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

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

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

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

Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;

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

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement (“Dispute”) using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City’s Project Representative and Consultant’s Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will be promptly referred to the City Administrator or designee, and the Consultant’s Principal, who will meet and confer, in good faith, to resolve the Dispute to the mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court’s Court-Directed Mediator Panel list. The duration of any such mediation may not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) will be borne equally by the parties, and each party will bear its own costs of participating in mediation. The mediation will take place within or in close proximity to the City of Carmel-by-the-Sea.

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

- D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator will have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A “Prevailing Party” will be determined in the Arbitration, and the

prevailing party will be entitled to reasonable attorney's fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs will include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees will be considered costs recoverable in that proceeding and will be included in any award.

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools, and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Fails to observe or comply with the City's reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or
 - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant.
- C. **Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City will pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.

- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant must:
 - a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 - b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
- iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means, including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

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

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, may not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.

- C. **Force Majeure**. Either party is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder is reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings**. The headings do not govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement**. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations, and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services." Any Change Order to this Agreement will be effective only if it is in writing, signed by both parties hereto, and will prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits**. In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement will take precedence.
- G. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will constitute one and the same Agreement.
- H. **Multiple Copies of Agreement**. Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that governs, should any difference exist among counterparts of this Agreement.
- I. **Authority**. Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability**. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Limitations of liability and indemnities will survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-Exclusive Agreement**. This Agreement is non-exclusive, and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.

- L. **Assignment of Interest.** The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state, and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

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

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

Chip Rerig, City Administrator

Consultant Signature

Date

Printed Name Date

Title

Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____
Brian Pierik, Esq., City Attorney

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____

Exhibit A: Revised Scope of Services, Key Personnel, Compensation, Fee Schedule, Project Schedule

Objective Design and Development Standards Proposal

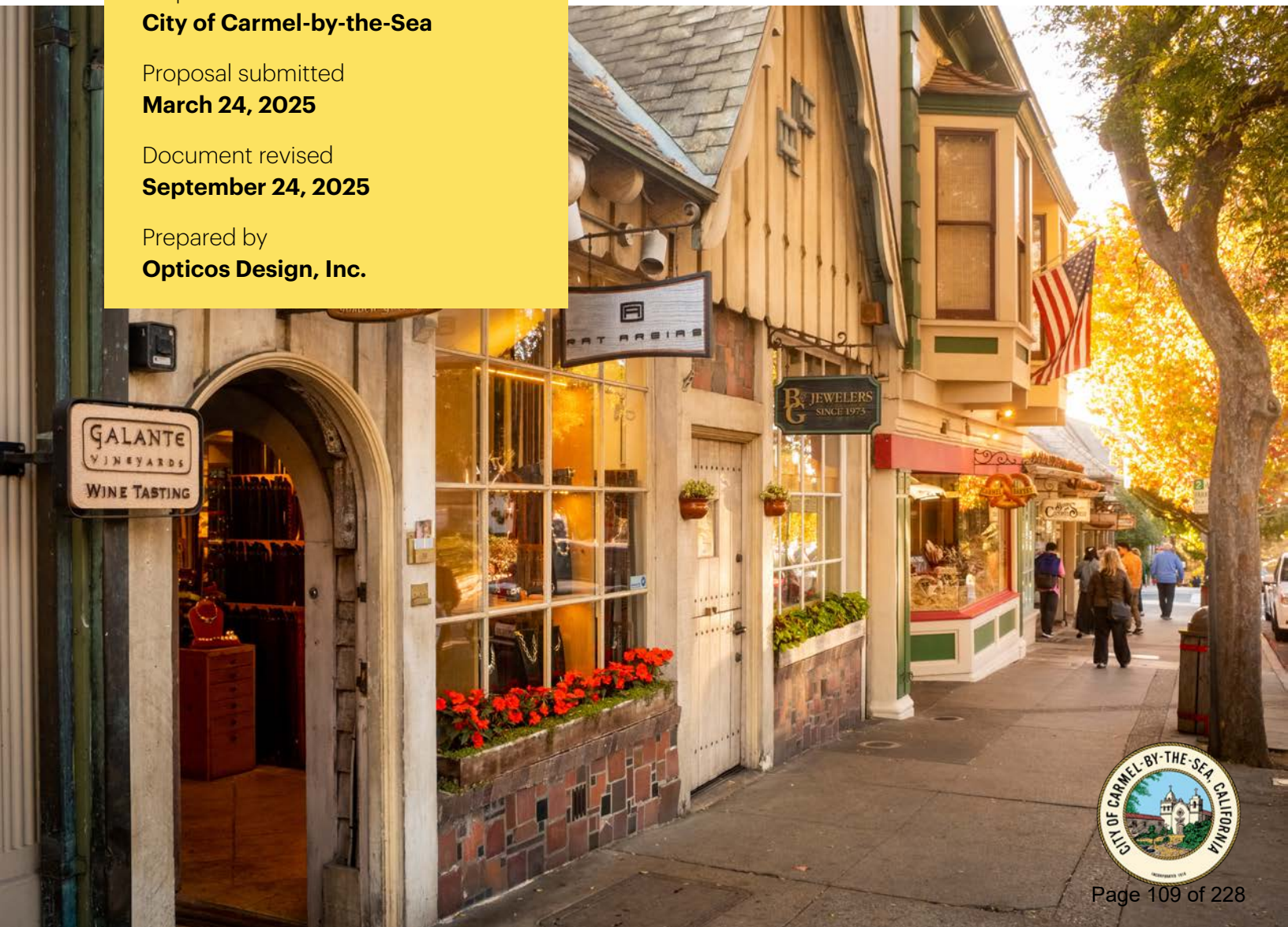
CITY OF CARMEL-BY-THE-SEA

Prepared for
City of Carmel-by-the-Sea

Proposal submitted
March 24, 2025

Document revised
September 24, 2025

Prepared by
Opticos Design, Inc.



Prepared For:



City of Carmel-by-the-Sea

Community Planning & Development
Department
Monte Verde 4 SE Ocean Avenue
PO Box CC
Carmel-by-the-Sea, CA 93921
www.ci.carmel.ca.us

ATTN: Marnie Waffle, AICP, Principal Planner
831.620.2057
housing@ci.carmel.ca.us

Prepared By:

Opticos Design, Inc.

2100 Milvia Street, Suite 125
Berkeley, California 94704
510.558.6957

We are urban
designers and
architects who
believe in the
transformative
power of
beautiful,
sustainable,
walkable
communities
for all.

Certified



Corporation™

In 2007, Opticos became a founding
B Corporation, establishing triple
bottom line of social, economic, and
environmental responsibility.

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Cover Letter

March 24, 2025

City of Carmel-by-the-Sea

Marnie Waffle, AICP, Principal Planner
Community Planning and Building Department
housing@ci.carmel.ca.us

Re: RFP for Objective Design and Development Standards for Qualifying Accessory Dwelling Units, Multi-Family Residential, and Mixed-Use Residential Projects

Dear Marnie and Selection Committee,

We are excited to submit our proposal for professional services to prepare objective design and development standards (ODDS) for Carmel-by-the-Sea!

We understand that Carmel wants ODDS that honor the architectural history and diversity of the village and generate buildings that respect the scale and character of the village through high-quality building design, architectural style, context-sensitive massing, and sensitive height transitions. We have extensive experience with these topics in preparing ODDS for over two dozen communities. The breadth of our experience provides a wide variety of approaches and solutions from which to start working with you on your ODDS to make each new building complement Carmel's unique physical character and appeal.

Opticos is a nationally recognized urban design, planning, and architecture firm passionate about creating vibrant, healthy, and sustainable places. For over 25 years, we have prepared downtown plans, revitalization strategies, form-based codes (FBC), including ODDS for 23 California communities seeking compliance with new pro-housing State Laws, and provided strategic advice for communities nationwide. We maintain a consistent and highly respected track record with private and public clients who come to us for quality design responsive to local context and public processes that is inclusive and effective in navigating complex local issues. We work together with the public, the development community, and planning staff to arrive at solutions and standards to deliver high-quality design and more housing choices.

As leaders in advocating for and creating walkable places, we specialize in implementing walkable development through form-based standards and, more recently, ODDS. We are also national leaders in advocating, writing design standards, and designing for Missing Middle Housing, which can help Carmel address small multi-family housing that is in scale with existing houses.

As a California-certified Small Business, we bring a high level of principal involvement and care to every project. As a B Corporation, our work reflects our commitment to a triple bottom line of social, economic, and environmental sustainability.

Our proposal articulates our approach to working closely with you and the community to deliver your ODDS. Key highlights of our experience and methodology include:

“Opticos was hired specifically because of their expertise in community engagement and form-based code to draft a Specific Plan for the Vallco area. Their comprehensive and thoughtful engagement strategy and ability to communicate alternatives through design and visualization, were invaluable to winning support. It was an unprecedented process, and it was a real pleasure to work with the Opticos team.”

Aarti Shrivastava
Assistant City Manager/
Director of Community
Development,
City of Cupertino, CA

■ Experience with ODDS

Our ODDS work leverages our FBC experience in creating clear and effective codes that enable streamlined permitting and review. Our ODDS work includes extensive documentation and standardization of multiple local architectural styles as well as other style-neutral best-practice strategies for design standards developed for individual communities as well as regionally applicable toolkits for Marin County and its towns; all this work readies our team for your ODDS.

■ Experience with Missing Middle Housing Implementation

We understand this scale of housing extremely well, especially through Daniel Parolek's research and book "Missing Middle Housing." We have helped communities implement Missing Middle Housing, the one- to two-story spectrum of housing choices between single-family housing and three to four-story multi-family or mixed-use development. We have done this in a wide range of ways:

- ABAG Handbook of Objective Design Standards
- ODDS for California jurisdictions, including Santa Barbara, Corte Madera, San Anselmo, Belvedere, Marin County, and Santa Rosa
- ODDS for the 82 towns and cities in the Puget Sound region of Washington state.

■ Team of Experts in Coding and Architecture

We are experts at writing design and development standards because we understand sites, buildings, and their individual design elements in detail. A key feature of our approach is our Microscale Documentation, which documents Carmel's "DNA" for desired outcomes and turns that information into ODDS that generate new buildings to complement Carmel's unique physical character and appeal.

Every project we take on is a priority for us, so staff can feel comfortable knowing we are committed to delivering the best process and products possible. Our team includes the key members with the technical expertise and experience essential to the success of this project: several who have experience working as public-sector planners or private-sector architects, giving them perspective on how these regulations are used and applied daily.

Per the requirements of the RFP, we state that we have reviewed and accept the City's contract template, with the qualification that we reserve the right to negotiate the terms of that agreement depending on the final scope of services. We are excited and ready to work with you.

Best regards,



Tony Perez

Senior Associate, Code Reform Team Leader
805.377.1209 | tony.perez@opticosdesign.com



Drew Finke

Senior Associate, Urban Design Team Leader
510.809.9518 | drew.finke@opticosdesign.com

Certification Forms



ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

The undersigned declares:

I/We Opticos Design, Inc. (Insert Name) have the following financial, business, or other relationship with the **City of Carmel-by-the-Sea** that may have an impact upon the outcome of the contract. If none, please specify that no other relationships may have an impact on this contract or Project.

No relationships may have an impact on this contract or Project.

I/We Opticos Design, Inc. (Insert Name) have the following current clients who may have a financial interest in the outcome of this contract. If none, please specify that no other clients may have a financial interest with an impact on this contract or Project.

No other clients may have a financial interest with an impact on this contract or Project.

Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the Consultant covenants that neither it, its subcontractors nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP. Consultant certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of the City. Through its submittal of a proposal, Consultant acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the City if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Consultants, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Consultant, or who has quoted prices on materials to a Consultant, is not thereby

disqualified from submitting a sub-proposal or quoting prices to other Consultants. Reasonable ground for believing that any Consultant is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Consultant is interested. If there is reason to believe that collusion exists among the Consultants, the City may refuse to consider proposals from participants in such collusion. Consultants shall submit as part of their proposals documents the completed Non-Collusion Declaration provided herein.

I, on behalf of the Consultant, 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 _____
[date], at Berkeley [city], CA [state].

Opticos Design, Inc.

President

Consultant Name (Person, Firm, Corp.)

Title of Authorized Representative

2100 Milvia St., Suite 125

Karen Parolek

Address

Name of Authorized Representative

Berkeley, CA 94704

City, State, Zip

3/21/25

(Date)

Karen E Parolek
(Signed)

ATTACHMENT 3 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

CONSULTANT HEREBY CERTIFIES that the Consultant has reviewed and understands the insurance coverage requirements specified in the RFP. Should the Consultant be awarded a contract for Services, Consultant further certifies that the Consultant can meet the specified requirements for insurance, including insurance coverage of any subcontractors, and agrees to name the **City of Carmel-by-the-Sea** as additional insured for the Services specified.

By certifying this form, the Consultant also understands the Worker's Compensation insurance requirement per the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's 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 the work of this contract.

Opticos Design, Inc.

Printed Name of Consultant (Person, Firm, or Corporation)

Karen E Parolek

Signature of Consultant's Authorized Representative

Karen Parolek, Its President

Name & Title of Authorized Representative

3/21/25

Date Signed

Review of Scope



Project Approach

The Opticos team understands the City's commitment to **facilitating new housing** and achieving **high-quality design** in new ADUs, multi-family and mixed-use buildings. We propose the following approach to meet the community's objective of high-quality design that reinforces the identity and unique physical character of Carmel-by-the-Sea:

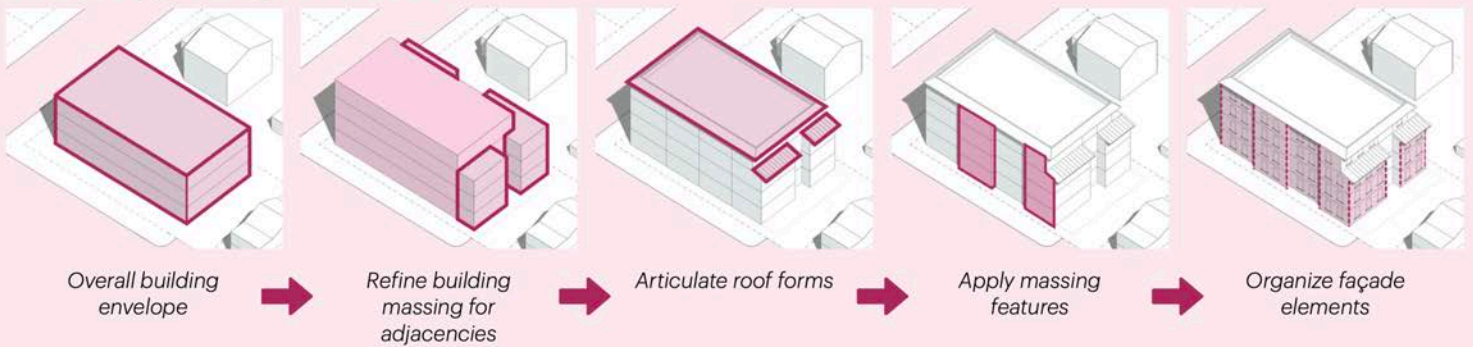
1. Draw on our deep experience preparing objective design and development standards (ODDS).

We have been preparing zoning standards through form-based codes for over 20 years across the US. We have used our national experience to prepare ODDS in 23 California jurisdictions in the past six years for a range of buildings similar to those envisioned in Carmel-by-the-Sea: from lower-intensity house-scale buildings to moderate and higher-intensity block-scale buildings. We recently completed the ABAG Handbook of Objective Design and Development Standards reflecting our experience in designing buildings and regulating building and site design through form-based codes.

We have a deep understanding of the large and small patterns in communities that contribute to their physical character and appeal. We find the following characteristics vitally important to visual appeal of buildings and their neighborhoods: the width of buildings as perceived from the street as well as their length as seen by neighbors across the property line; the scale of entries to a building, the way the building entry relates to the sidewalk (e.g., large front yard, porch, dooryard, terrace, shop front), where the parking is located, the height, massing and organization of each façade, the size and vertical orientation of openings, the eave type and its details. We will gather this important information, Carmel's "DNA," through microscale documentation of your desired outcomes. Through this experience and documentation, we will prepare ODDS that reflect Carmel-by-the-Sea's unique physical character and appeal.

Q CLOSER LOOK

Building Design Process



2. Identify standards for different scales of buildings and their contexts.

A common practice in the writing of design standards is to treat building design as simply bulk that improves as it's "chipped away." This approach often leads to compliant but unsatisfying design outcomes and frustrated applicants, as these practices don't work well with floor plans to produce much-needed housing. Instead of a general approach, we'll review what design approaches are valued by the community. We'll then identify the building massing and façade articulation standards effective on house-scale buildings distinct from those effective on larger block-scale buildings.

3. Provide predictable and realistic height transition standards.

We'll review the existing standards to see what's needed to improve compatibility between new and existing buildings on abutting parcels. For instance, house-scale massing techniques better achieve an effective transition in building size than simply requiring upper-story setbacks. Based on the allowed building envelope in each neighborhood, we'll coordinate the relevant building design, massing, and adjacency standards for effective and realistic transitions for infill development. We recommend the optional Task C. Site Tests & Visualizations to show what new standards would produce on a specific parcel.

4. Make the new standards user-friendly, objective, and easy to implement to streamline the process.

Several of our team members previously worked as City planning staff, giving them a solid understanding of how standards need to be communicated to the designer, developer, administrator, and community member. We'll use that experience to review representative project plans and review processes to understand what's working and what could be refined or improved. With that background and over two decades of writing form-based zoning and design standards in compliance with State Law, we'll prepare clear standards, graphics, and diagrams to convey the community's requirements.

5. Work closely with you and the community.

Our work is much more effective when it's not seen as "the consultant's project" and instead is an engaged community and City staff investing in the project from start to adoption and implementation.

We will prepare for and facilitate the following outreach opportunities, which are further detailed in our proposed Work Plan Task 2. Targeted Community Engagement:

- Local Design & Development Industry Roundtable Meetings (total one; virtual)
- Community Meeting (total one; in-person)
- Planning Commission Study Sessions (total two; virtual)



We also facilitate a highly collaborative process with City staff through numerous Working Sessions throughout the project process to gain insight on outcomes seen as effective and if there is room for improvement.

We maintain clear, open, and intentional communication between City staff and the consultant team through the following coordination methods, further detailed in Task 1. Project Startup & Management:

- Regularly scheduled team check-in calls using screen share and video conference.
- Project status updates that highlight task progress, identify key milestones and deliverable dates, and articulate action items, upcoming task responsibilities, and next steps.
- Shared cloud storage for team collaboration, including file sharing, project contacts, and real-time document collaboration.

We know things change and that any project management approach is only as good as its capacity to accommodate changing realities. By facilitating a collaborative approach founded on open communication and accessible project information, it is our intent to create a team structure that makes it possible to identify changes early-on, and to efficiently pivot as needed to accommodate that change.

6. Tailor a work plan that builds on the Proposed Scope of Services outlined in the RFP.

We propose a work plan that focuses on the City's objective for ODDS to address high quality building design, architectural style, and height transitions. To accomplish this, we propose the following key questions to guide our work throughout the project process:

- What specifically needs to be regulated and to what degree?
- Are the standards responsive to the community's expectations and the needs of the local development industry?

Our work plan is aimed at ultimately producing a stand-alone document of design standards to be adopted by resolution. We provide a detailed work plan as an Appendix that incorporates the Proposed Scope of Services outlined in the RFP and refined with City staff, and includes additions tailored to successfully complete this project.



Experience + Expertise



Who We Are



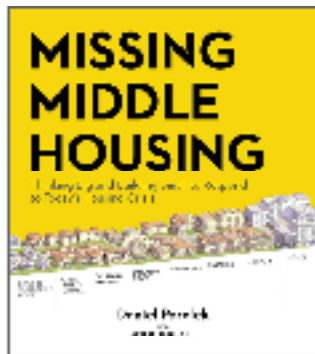
Opticos is a team of urban designers, architects, and strategists that partners with clients who want to lead the way in providing vibrant, diverse, walkable urban places. Because we approach each project with innovation and creative problem solving in mind, we function just as much as a think tank as a consulting firm.

To us, architecture and planning must play a role in defining more sustainable, equitable, healthy, compact patterns of development that improve the quality of life for everyone. This starts with revitalizing existing urban places, but also must include the transformation of suburban places into more urban ones and the creation of thoughtful, new walkable urban communities.



As a group of like-minded designers looking to make an impact in the world, we strive to integrate social, environmental, and economic responsibility into all that we do. Professionally, we're one of the first B Corporations and a founding California Benefit Corporation, a revolutionary new kind of business dedicated to a triple bottom line. Outside of work, we shop locally, live small, and go car-free whenever possible. The only parking issue we experience in our office is a shortage of bike racks!

Missing Middle Housing



Opticos Founder Daniel Parolek authored the book "Missing Middle Housing: Thinking Big and Building Small to Respond to Today's Housing Crisis."

Architects of the Missing Middle Movement

Opticos Design is well known as the architects of the Missing Middle Housing movement. In 2010, Opticos Principal Dan Parolek coined the term, in 2014 we created the Missing Middle Housing diagram, and in 2015 the company launched a free online resource for all: missingmiddlehousing.com. Hundreds of thousands of visitors visit the website each year, and it was voted one of Planizen's top 10 Planning Websites of 2019.

Daniel Parolek recently completed a book titled "Missing Middle Housing: Thinking Big and Building Small to Respond to Today's Housing Crisis," published by Island Press in July 2020. Opticos Design and the concept of Missing Middle Housing have been featured in publications such as the Washington Post, San Francisco Chronicle, Next City, Professional Builder Magazine, Urban Land, and the National Association of Realtor's publication, On Common Ground. Daniel and the Opticos team have given hundreds of presentations and webinars on this topic. In 2017, Opticos was selected by AARP to educate AARP members about the value of walkable living and Missing Middle Housing choices. We are passionate about educating communities about this topic.

Missing Middle Housing has become a movement that is informing housing solutions across the country and internationally.



“Missing Middle Housing provides homebuilders with a practical way to address changing market and demographic trends—diversifying their portfolios and investing in communities in the process.”

Amy Albert

Editor-in-Chief, Professional Builder



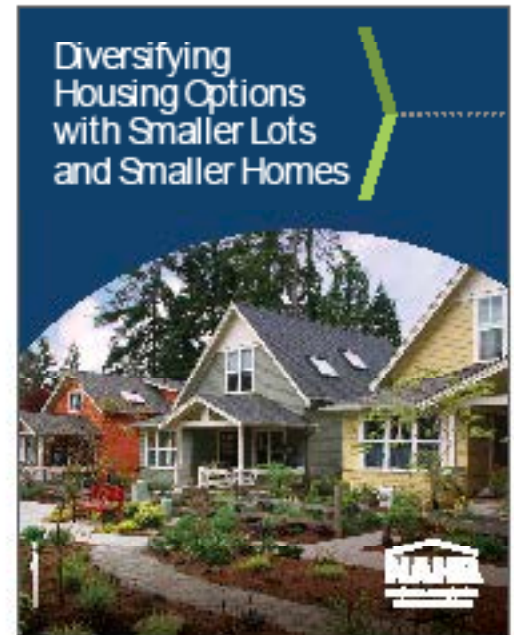
Public Sector Services

Opticos Design works with public agencies, including Cities and Counties, to remove barriers and enable Missing Middle Housing. Specifically, we offer Missing Middle Scans™ to identify barriers in Comprehensive Plans, housing policies, Specific Plans, and area plan. We then suggest targeted zoning fixes or comprehensive updates to zoning codes and/or plans for areas such as downtown-adjacent neighborhoods, areas transitioning from Transit-Oriented Development, and corridors focused on enabling this range of housing choices.

Private Sector Services

Opticos Design works with developers to integrate innovative Missing Middle housing product types into their portfolios to respond to the gap in the housing market. This work includes master planning and architecture ranging from individual infill lots to hundreds of acres. Missing Middle Housing types help bridge the gap between what the market wants and needs, and what is being provided. This work includes multifamily and for sale housing on both small and large sites. Opticos Design worked on the country's first Missing Middle Neighborhood, Prairie Queen, in the Omaha, Nebraska metro. Opticos also worked on the award-winning project known as Mewa Housing located in the Salt Lake City Region. The project received a Charter Award from the Congress for New Urbanism and a Gold Nugget Award in 2019. Finally, we also worked on an award-winning Pocket Neighborhood in Healdsburg, California that won support in a challenging community due to its thoughtful design.

The movement has begun. Will you play your role in responding to today's housing crisis?



Opticos lead research funded by NAHB to identify zoning best practices being used across the country.

Press:

The Washington Post

Professional
Builder

NAHB

STRONG
TOWNS

NEXT
CITY

R
HARVARD

Podcasts & Radio:

The Howard Stern
INSIGHT ON
BUSINESS

INFINITE
EARTH
RADIO

Opticos Design

www.opticosdesign.com

Our **California** Objective Design + Development Standards Experience



- 1 Marin County and 11 cities (5 customized by Opticos)
- 2 City of Campbell (Downtown and Citywide)
- 3 City of San Rafael (Downtown)
- 4 City of Davis (Downtown)
- 5 City of Folsom
- 6 City of Orinda (Downtown and Citywide)
- 7 City of Sebastopol (Downtown and Citywide)
- 8 City of Santa Barbara (Downtown and Citywide)
- 9 ABAG (Handbook on ODDS)
- 10 City of Richmond
- 11 City of Citrus Heights
- 12 City of Los Altos
- 13 City of Mountain View
- 14 City of Santa Rosa
- 15 City of Lafayette

● Carmel-by-the-Sea

8

Why Opticos for Carmel-by-the-Sea?

The Opticos team's unique skills, approach and experience align well with the City's desire to create ODDS that promote high-quality design and architectural standards to the existing ODDS. The following pages elaborate on the key areas of expertise that make our team a good fit for Carmel-by-the-Sea and present recent examples of relevant projects:



ODDS + 20 Years of Form-Based Coding



Implementation Expertise

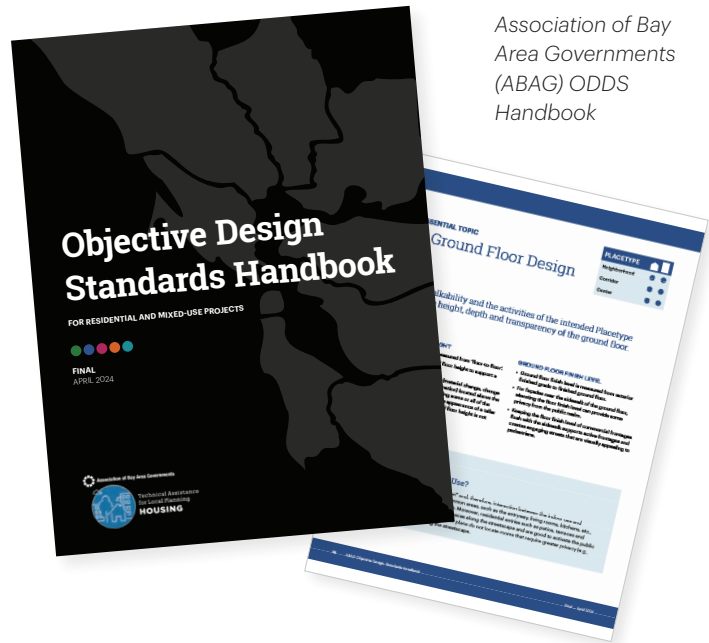


High-Touch + High-Tech Outreach

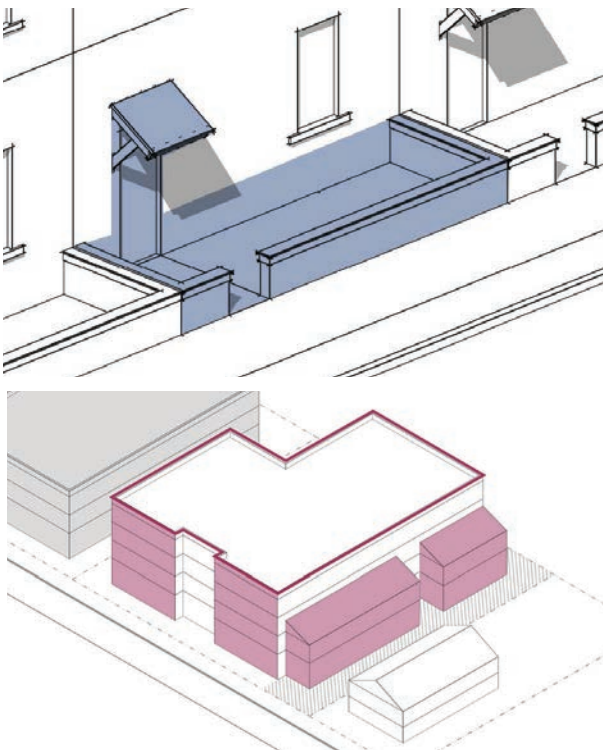
Objective Design and Development Standards (ODDS) + Coding

Opticos Design brings its 20+ years of zoning and form-based code experience across the U.S. to prepare objective design and development standards for over a dozen California cities. We've been preparing zoning and standards for a long time so when cities asked us to prepare ODDS, it was a natural for us. We prepare ODDS to implement the community's RHNA goals while delivering buildings and designs that fit their context and location, for a streamlined review process.

Our ODDS strategy is to refine or replace existing zoning to improve housing yield, built form, and increase usability rather than simply adding another layer of regulations.

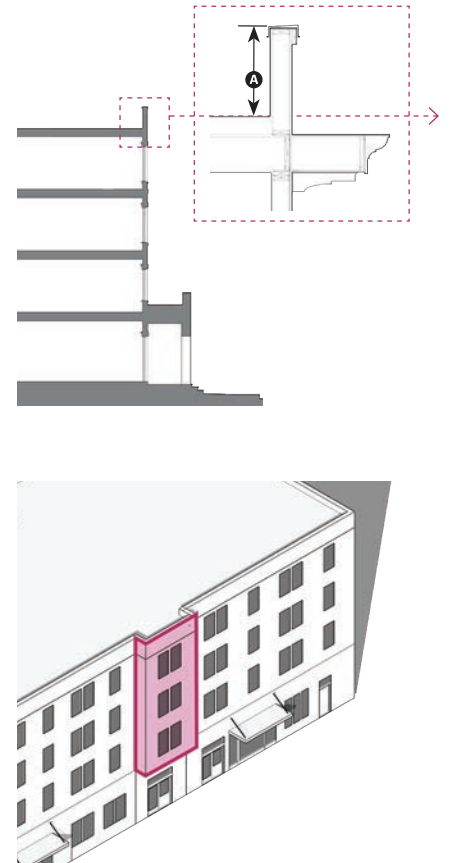


Association of Bay Area Governments (ABAG) ODDS Handbook

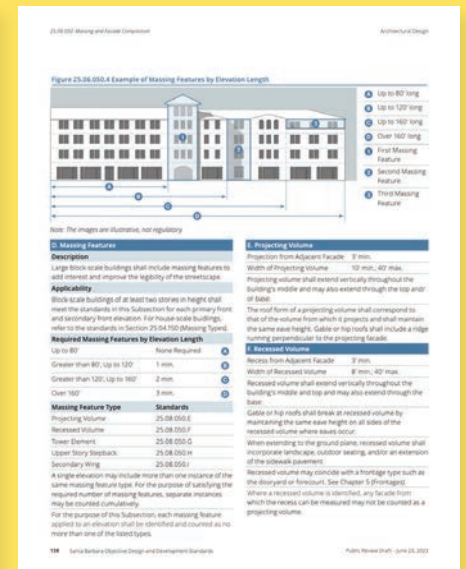
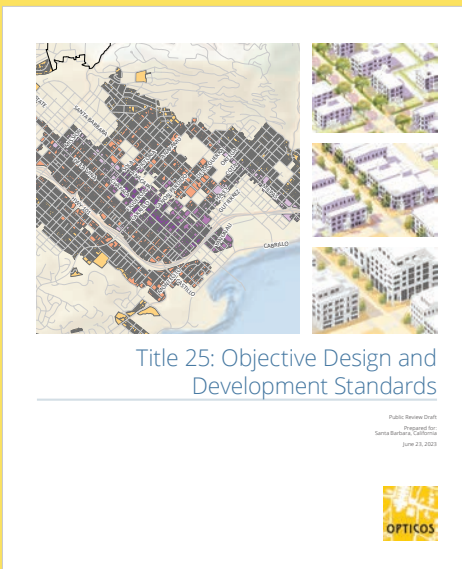


We'll customize your standards.

- 1 Menu of design and development standards for you to choose from depending on your housing goals and community expectations.
- 2 Working with you upfront to understand what your community wants the standards to make.
- 3 Testing the standards throughout the process to make sure and make what's expected and prevent what's not wanted.
- 4 Easy to use, graphically-rich design and development standards.



Producing more housing through **context-sensitive**, objective standards



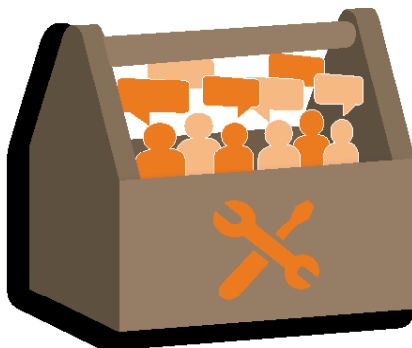
Downtown and Citywide ODDS for the City of Santa Barbara

High-Touch + High-Tech Outreach for Effective, Equitable Engagement



Our Community Engagement Toolbox: Developed and Refined Through 20 Years of Working with Neighborhoods Nationwide

“We utilize collaborative design, a curated engagement toolbox and local knowledge to effectively guide engagement in your community



Opticos integrates a robust, hands-on public engagement strategy into all of our planning and coding processes in order to ensure community ownership and effective implementation. Our first multi-day charrette was 20 years ago, when we participated in an extremely contentious charrette led by Bill Lennertz, former Executive Director of the National Charrette Institute, which went on to be the case study for The Charrette Handbook. To put it simply, we learned from the best on one of the most complicated but highly successful charrette processes in the country. Since then, we have refined

and adapted our charrette process for a variety of challenging situations to gain consensus and effectively engage underserved communities. We've worked all over the country, including over 30 communities in California. Over the years, we have expanded beyond the charrette to develop our Community Engagement Toolbox that includes a variety of techniques for effective communication, both verbal and graphic. We adapt our approach for each project to meet its and the community's individual needs.



Involving Underrepresented Communities in the Planning Process

We actively include local community outreach specialists with "boots on the ground" experience to ensure that our community engagement process identifies those historically left out of the planning process, and embeds them in decision-making. Key strategies include:

- **Go to them.** Often within these populations there exists apathy or mistrust rooted in history. The first step is showing respect by extending and showing up on their turf at community meetings, markets or festivals. Connect with those who have trusting relationships with the community such as religious leaders, social support organizations and sports leaders. Let these people take the lead on how to connect with their community.
- **Communicate.** Don't discount the use of social media and online engagement. Covid-19 has increased the percentage of people who can participate online.
- **Build trust.** Make the process worth their participation. Underserved communities may not see it worth the effort to get involved. Often there is a history of disappointments related to unfulfilled promises. The most important first step is to just listen, allowing people to express the important issues. The project team must then propose design solutions that respond to peoples values and issues. People must believe that their input can have an impact on their community.

Qualifications



Meet the Team

Opticos has assembled a team of highly skilled professionals who combine extensive technical qualifications and numerous years of experience working in the region. Below is our team's organization chart of key staff followed by their resumes. We will maintain the same personnel throughout the project; however, if any change is required due to unforeseeable circumstances, we will seek the City's approval in advance through personnel qualifications review and oral interviews with City staff.

CITY OF CARMEL-BY-THE-SEA

OPTICOS DESIGN, INC.



Stefan Pallegriani
 Founding Principal



Tony Perez
 Senior Associate,
 Zoning Reform & Planning



Drew Finke
 Senior Associate,
 Urban Design



Cecilia Kim
 Associate II,
 Planning Manager



Joseph Abbamonte
 Senior Designer



Stefan Pellegrini, RA, AICP, LEED AP



Education

*Master of Urban Design
University of California, Berkeley*

*Bachelor of Architecture
Magna Cum Laude
University of Notre Dame*

Licenses

*California Licensed Architect
#C32904*

Memberships

*American Institute of Certified
Planners
Certificate #020186*

*American Planning Association (APA)
Small Town and Rural (STAR) Division*

Relevant Project Experience

*Objective Design Standards
Handbook for Residential and Mixed-
Use Projects, Association of Bay Area
Governments*

*Marin Objective Design +
Development Standards Toolkit
Marin County, CA*

*Puget Sound Regional Missing
Middle Zoning Toolkit & Resources,
Puget Sound Region, WA*

*Livable Corridors Form-Based
Code + Architectural Standards
Richmond, CA*

*Downtown Specific Plan and FBC
Hayward, CA*

Principal

Stefan Pellegrini's educational degrees and professional experience in both architecture and urban design make him an expert project leader at all building scales, from single-family homes to regional plans. He has extensive experience traveling and teaching workshops abroad, a roster of groundbreaking and award-winning projects to his credit, and he is uniquely skilled at bringing diverse people and opinions together at the table to resolve conflicts and turn disagreements into productive projects. Adept at analyzing a place and drawing his ideas on paper, with a passion for traditional architecture, Stefan meticulously considers every aspect and angle of a project to create beautiful places and spaces that thrive.

His strong interest in revitalizing places, especially rural small towns and inner-city areas, comes from a childhood spent in the rust belt town of Muncie, Indiana, seeing first-hand the impact of declining industry. Before joining Opticos in 2002, Stefan brought this understanding to his work at the nationally renowned firm Urban Design Associates in Pittsburgh, Pennsylvania, where he was a senior designer and project manager for over 50 urban design and architecture projects, including groundbreaking plans that redesigned public housing into mixed-income communities through the HOPE VI program in five states (one of which won an AIA Honor Award for Urban Design), and new housing developments in North Carolina and Alabama. He also played an instrumental role in UDA's resurrection of Architectural Pattern Books.

Stefan brings an international perspective to the firm. The recipient of a number of fellowships, including the prestigious Skidmore, Owings, and Merrill Foundation Urban Design Traveling Fellowship, he has spent months studying architecture and planning all over the world, including Scandinavia, North Africa, and Southern Europe. In addition, Stefan is fluent in Italian.



Tony Perez



Senior Associate, Team Leader

Tony leads Opticos' Zoning Reform and Planning Team to focus on a variety of zoning work: Zoning audits, Missing Middle Housing Scans, Form-Based Code and Objective Design and Development Standards preparation, and citywide Zoning Ordinance Updates. With 36 years of experience, including 12 as a public sector planner, Tony Perez has spent the last 24 years helping communities improve their zoning codes with a focus on writing Form-Based Codes. An expert in translating policy direction into clear and implementable development standards, Tony works to enable the community's vision by identifying and addressing barriers and writing responsive standards.

A leader in advancing the implementation of Missing Middle Housing as well as the practice of Form-Based Codes, Tony is an energetic educator and enjoys working with public sector planners across the United States.

Tony is from the California Delta town of Isleton and lives with his family in Southern California.

Education

*B.S. Urban and Regional Planning,
Cal Poly Pomona*

Teaching

*Instructor: PLAN 590 "Place-based
Planning, Design, and Zoning", Spring
2025*

*Instructor: UP 252 "Form-Based
Planning + Coding" UCLA, Winter
2015 and 2016*

*Instructor: URP 498 "Form-Based
Planning + Zoning" Cal Poly Pomona,
Spring 2013, 2017, 2018*

*Instructor: FBC 101 + 201, Form-
Based Codes Institute*

Relevant Projects

*Multi-Family Development and
Design Standards, Campbell, CA*

*Objective Design and Development
Standards, San Anselmo, CA*

*Objective Design and Development
Standards, Santa Barbara, CA*

*Objective Design Standards
Handbook for Residential and Mixed-
Use Projects, Association of Bay Area
Governments*

*Folsom Corridor Objective Design
and Development Standards,
Folsom, CA*

*Marin Objective Design +
Development Standards Toolkit,
Marin County, CA*



Drew Finke



Education

*Master of Urban + Regional Planning
UCLA*

*Bachelor of Architecture
University of Texas at Austin*

*Bachelor of Arts in Urban Studies
University of Texas at Austin*

Relevant Project Experience

*Livable Corridors Form-Based
Code + Architectural Standards
Richmond, CA*

*Downtown Specific Plan and FBC
Hayward, CA*

*Urban Design Guidelines
Memphis, TN*

*Bitterroot Ranch Design Guidelines
Hamilton, MT*

*CodeNEXT Citywide Code Update
Austin, TX*

*South County Community Plan
and FBC
Kauai County, HI*

*West County Community Plan
and FBC
Kauai County, HI*

Senior Associate

Drawing on his training in architecture and planning, Drew's work sustains and strength-ens local culture and traditions through thoughtful, community-driven designs and policies that reinforce a community's unique sense of place. Drew's work is animated by an interest in how walkable, equitable, sustainable and beautiful neighborhoods, main streets and downtowns can thrive in a wide range of contexts, be they big cities or small towns.

Since joining Opticos in 2013, Drew has applied this sensibility to impactful projects in a variety of places, from an award-winning place-based comprehensive plan and follow-up implementation charrettes in Memphis, Tennessee, to contextually-sensitive form-based codes for rural Kaua'i County in Hawai'i, and neighborhood plans for an affordable Missing Middle Housing neighborhood in Mammoth Lakes, California. Uniting these projects is an emphasis on authentic community engagement and feasible implementation strategies that empower communities and provide confidence in the face of change.

Drew enjoys getting to know a place through its food, and can be found at farmers markets and local dives whenever visiting a new place.



Cecilia J. Kim, PhD



Education

*PhD in Planning, Policy and Design,
University of California, Irvine*

*MPL in Planning, University of
Southern California, Los Angeles*

*ME in City Planning, Hongik
University, Seoul*

*BE in Civil and Urban Engineering,
Hongik University, Seoul*

Memberships

American Planning Association

Urban Land Institute

Congress of the New Urbanism

Relevant Project Experience

*Objective Design Standards
Handbook for Residential and Mixed-
Use Projects
Association of Bay Area
Governments*

*Multi-Family Development and
Design Standards
Campbell, CA*

*Folsom Corridor Objective Design
and Development Standards,
Folsom, CA*

*Citywide Zoning Code
Columbus, OH*

Planning Manager (Associate II)

With a unique educational and professional background that blends the disciplines of design, planning, and engineering, Cecilia brings a distinctive perspective and solution-oriented approach to leadership and project management. She excels at translating visions into visual graphics that help engage the community and spark the creative design process of projects. Her personal mission is to have a positive impact on the communities she works with to create long lasting places of value and strong community connections.

Throughout her two decades of experience, Cecilia has adeptly handled multiple roles as project manager, urban designer, and policy planner. She is skilled at coordinating projects across diverse professional disciplines, mediums, and departments. From land use and community engagement to development regulations and sustainability policies, Cecilia's wide range of knowledge and experience has helped clients find creative solutions through collaborative and innovative efforts. She has a particular passion for development codes and specializes in form-based codes and objective design and development standards.

Cecilia's passion for urban design and planning began as a child fascinated with building a Lego city in her closet. She continues to cultivate this passion in young planners through mentorship and teaching, having taught at the University of California, Irvine and California State University, Northridge. Outside of the studio, she enjoys playing tennis and is a national champion as part of the winning team in the 2016 Mylan WTT Rec League.

Publications

Garde, A. & Kim, C. (2017). Form-Based Codes for Zoning Reform: Insights from Cities in Southern California. *Journal of the American Planning Association*, 83 (4), 346-364

Garde, A., Kim, C. & Tsai, O. (2015). Form-Based or Euclidean Zoning Codes? Learning from Miami 21. *Journal of the American Planning Association*, 81 (1), 46-66

John Randolph Haynes and Dora Haynes Foundation. (2014). Evaluation of the effectiveness of form-based codes in promoting sustainability: Insights from Southern California. Los Angeles, CA: Garde, A. (Grant Report).



Joseph Abbamonte



Senior Designer

Born in the suburbs of the Metro-Atlanta area, Joseph is passionate about exploring, studying, and promoting lively, walkable cities and neighborhoods. His travel experiences in Europe, Cuba, and throughout the United States have given Joseph an exposure to and appreciation of context sensitive architecture and urban design. His work demonstrates an attention to detail and time tested design principles. Joseph's training in classical and traditional architecture in addition to his experience at Opticos has formed the backbone of his design philosophy. Namely that architecture and urban design should serve people through functional, sustainable, and beautiful design.

Since joining Opticos in 2016, Joseph has been a primary designer in multiple marquee architecture and urban design projects. Through his work at Opticos, Joseph has experience designing every building type in the Missing Middle Housing palette. In addition to contributing to the design of the masterplan of a new Missing Middle neighborhood in Papillion Nebraska, Joseph helped develop the architecture of all 18 building types designed for the site. Joseph was also a designer in the development of the architecture and site plan for a new neighborhood in Tempe, Arizona, the country's first car-free neighborhood designed from scratch. Joseph also worked on architecture and master planning for projects in Baton Rouge, Washington D.C., and San Miguel de Allende, Mexico. In addition to architecture and master planning projects, Joseph has experience working on a variety of FBC's, Specific Plans, and Urban Analysis projects, including work ranging from focused zoning analysis in San Carlos, California to a large, complex project in Cupertino, California involving a FBC and Specific Plan.

In his spare time, Joseph enjoys sketching beautiful buildings (especially Catholic churches), playing pickup soccer around the Bay Area, and exploring new places.

Education

Bachelor of Architecture, University of Notre Dame

Relevant Project Experience

*Pre-Approved ADU Plans + Toolkit
Richmond, CA*

*Pre-Approved ADU Plan
Pittsburg, CA*

*Pre-Approved Backyard Casita Plans
Tucson, AZ*

*Healdsburg Downtown Housing
Capacity Study
Healdsburg, CA*

*Culdesac Tempe Car-Free
Neighborhood
Tempe, AZ*

*Vallco Town Center Specific Plan
Cupertino CA*

*Hayward Form-Based Code (FBC)
Hayward, CA*

*Workforce Courtyard Housing
Santa Maria, CA*

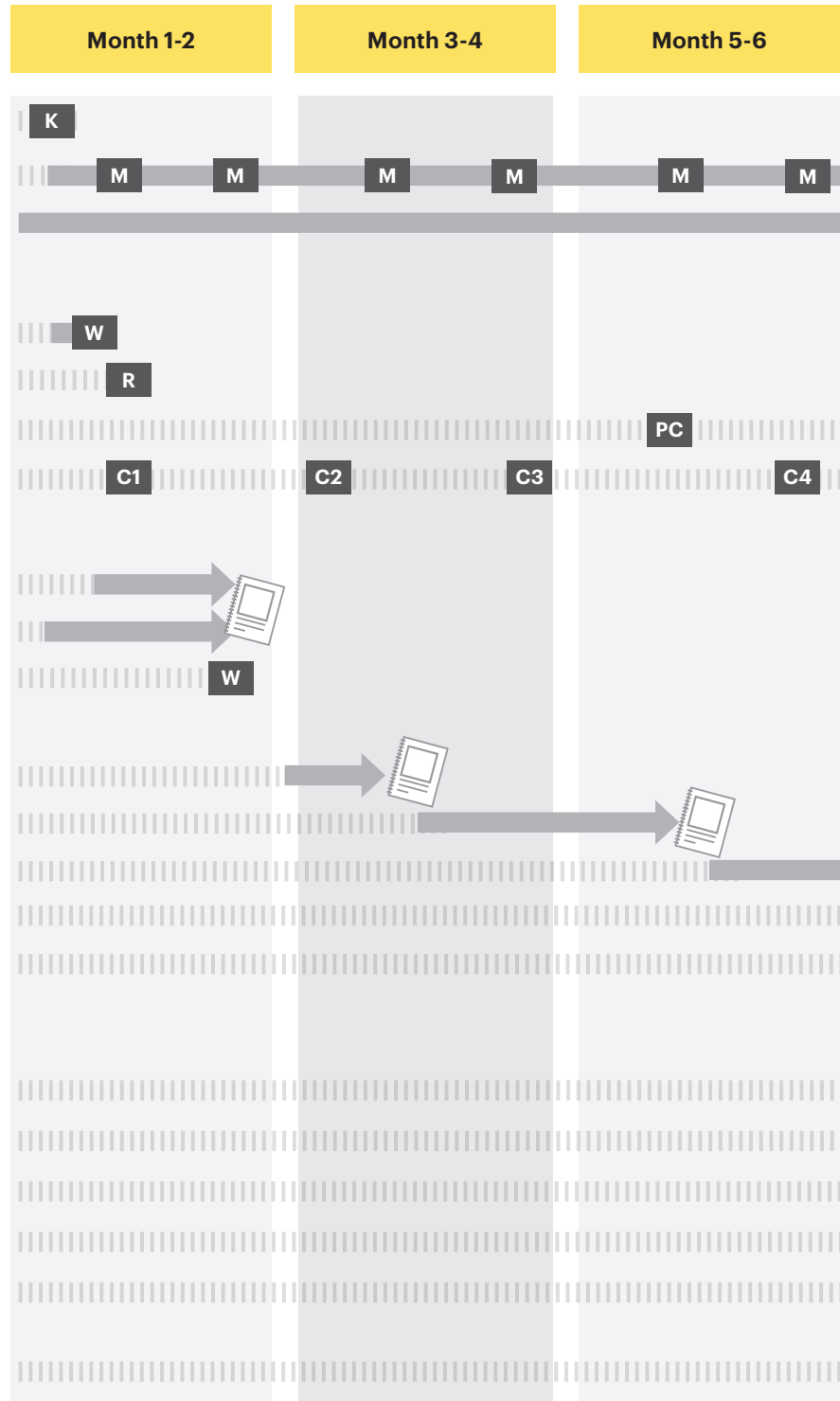
Timeline



Project Schedule

The Opticos team proposes to complete the project within 16 months, as shown below. This schedule assumes staff review period of two weeks per deliverable and may change due to the scheduling and holding of public hearings. Opticos will work with City staff to refine the schedule at project startup and provide updates throughout the duration of the project.

Task 1 Project Startup & Management
1.1 Project Startup & Kickoff Meeting
1.2 Coordination calls with City (16)
1.3 Administration & Quality Control
Task 2 Targeted Community Engagement
2.1 Working Session #1: Key Projects/Outcomes
2.2 Local Industry Roundtable Meeting (1 virtual)
2.3 Planning Commission Study Sessions (2 virtual)
2.4 Community Meetings (7 in person)
Task 3 Research
3.1 Field Visit and Microscale Documentation
3.2 Review of Background Documents and Key Projects
3.3 Working Session #2: Findings and Recommendations
Task 4 Objective Standards for ADUs
4.1 Outline + Style Sheet for ODDS for ADUs
4.2 Administrative Draft ODDS for ADUs
4.3 Public Draft ODDS for ADUs
4.4 Working Session #3: Public Draft ODDS for ADUs
4.5 Final ODDS for ADUs, as adopted
Task 5 Objective Standards for Mixed-Use + Multi-family
5.1 Outline + Style Sheet for ODDS for MU+MF
5.2 Administrative Draft ODDS for MU+MF
5.3 Public Draft ODDS for MU+MF
5.4 Working Session #4: Public Draft ODDS for MU+MF
5.5 Final ODDS for MU+MF, as adopted
Task 6 Public Meetings
6.1 Meeting Attendance & Support (2 in person)



Key Meetings

- K** Kickoff Meeting
- W** City Staff Working Session
- R** Roundtable Meeting
- PC** Planning Commission Study Session
- H** Public Hearings

Community Meetings

- C1** Introductory
- C2** ADU ODDS
- C3** ADU ODDS
- C4** ADU ODDS
- C5** MF/MU ODDS
- C6** MF/MU ODDS
- C7** MF/MU ODDS



Key Deliverables

- Summary of Task 3 Memo
- Administrative Draft ODDS
- Public Draft ODDS
- Final ODDS
- ODDS Checklist

Samples





Project Samples

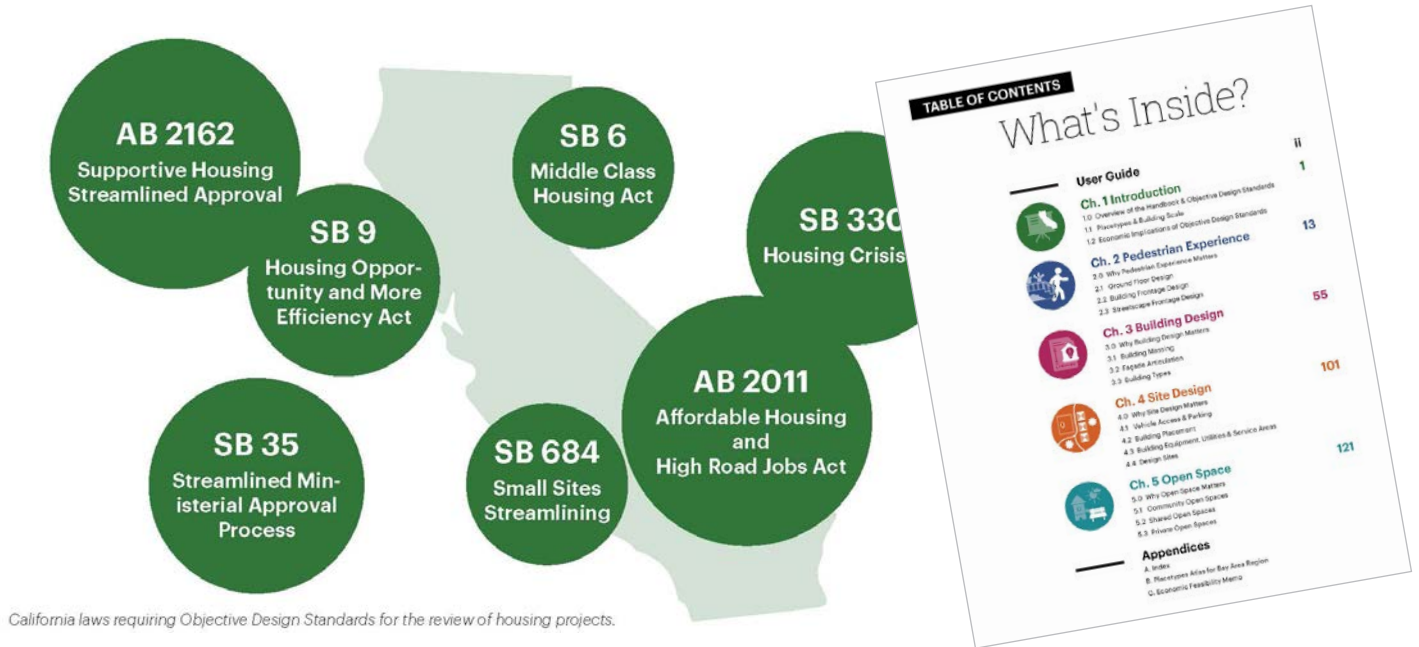
This section provides project samples for the Opticos team. The list below provides links to the project for your review.

Opticos Design, Inc.

- Objective Design Standards Handbook, Association of Bay Area Governments
- Objective Design and Development Standards, Santa Barbara, CA (Adopted)
- Objective Design and Development Standards, San Anselmo, CA (Adopted)

Objective Design Standards Handbook

San Francisco Bay Region, California | 2024



Project Area + Context
San Francisco Bay Region

Degree of Change
Evolution with Targeted Transformation

Products
Placetypes Atlas; ODS Handbook; Catalogue of ready-to-use standards

Status
Completed and being used by local jurisdictions

Team
Opticos Lead; Cascadia Partners (Economic)

Reference
Ada Chan, Regional Planner
Association of Bay Area Governments Metropolitan Transportation Commission
375 Beale Street, Ste 800
San Francisco, CA 94105
415.820.7958
achan@bayareametro.gov

Expert Advice and Best Practices in Preparing Objective Design Standards

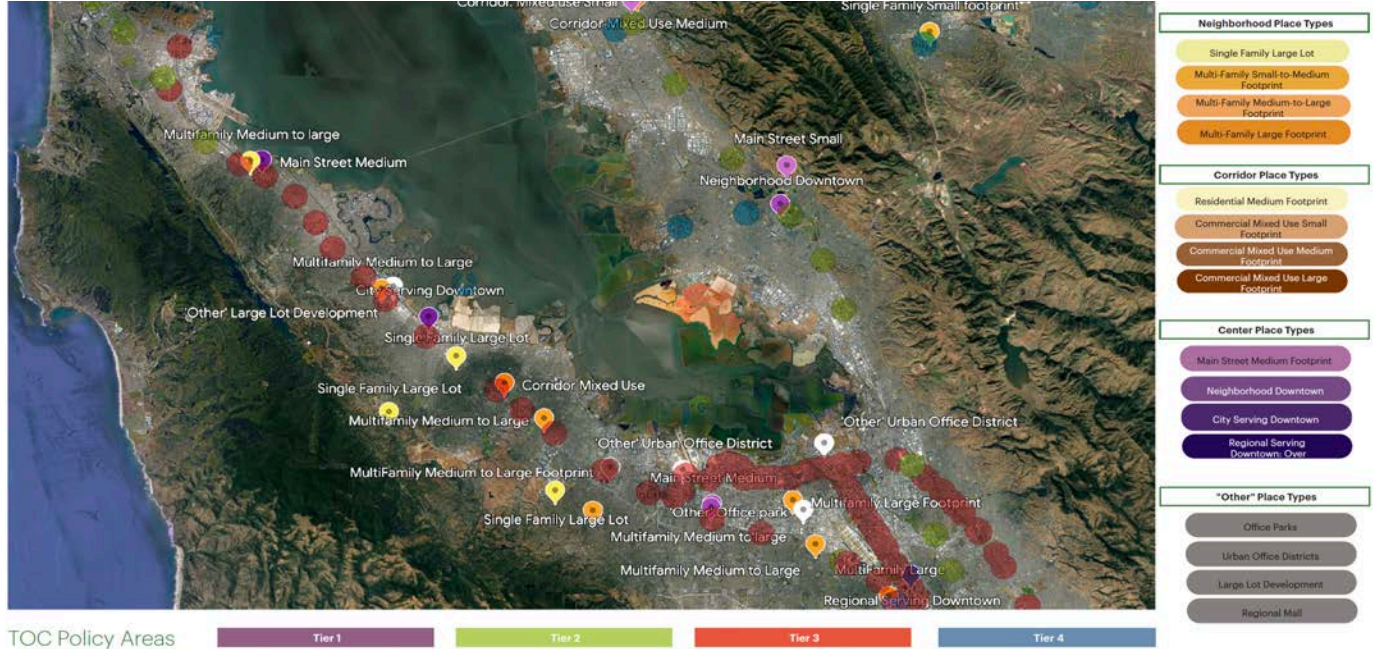
In 2023, the 9-County Association of Bay Area Governments hired Opticos to prepare a resource for its 101 jurisdictions to streamline housing production. The California legislature has passed several laws to increase and streamline housing production. A key need from those laws is to approve certain projects administratively, without discretionary review, using only objective standards.

Working with a 17-member steering committee, Opticos prepared a Handbook of Objective Design Standards (ODS) that addresses four key design topics: Pedestrian Experience, Building Design, Site Design, and Open Space. The Handbook advises why and when to include certain standards along with economic implications provided by Cascadia Partners. The standards are coordinated to six sizes/intensities of neighborhoods, corridors, and centers (i.e., placetypes), enabling readers to easily find the type of area they want, the advice, and example standards to inform or use directly.

Highlights

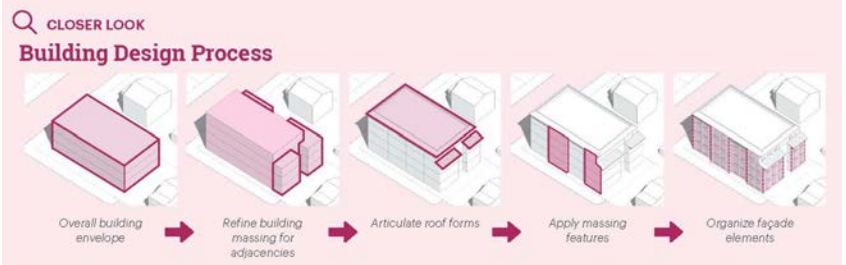
1. **Placetypes analysis** established foundation for the key design topics and objective standards included in the Handbook.
2. The Handbook includes objective standards for **essential and supplemental topics**.
3. The Handbook is intended to be used as a reference by jurisdictions to **customize and refine their local ODS**.

The Handbook coordinates standards with the applicable Placetypes found throughout San Francisco Bay Region



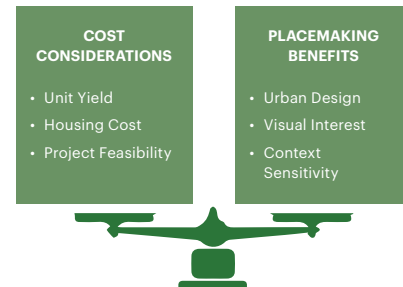
“The Handbook is absolutely responsive to our region's needs. Opticos produced a truly **innovative resource** that we knew we needed but didn't know what it would be.”

Ada Chan
Bay Area Metro



The Handbook provides ways to craft standards so that individual buildings are designed in response to their intended physical scale and context.

Economic analysis conducted by Cascadia Partners provides insight on considerations to balance project costs with long-term placemaking benefits.



Objective Design Standards

Santa Barbara, California | 2024



The ODS completely replaces existing zoning districts and replaces existing architectural guidelines

Project Area + Context

Citywide
Downtown, Neighborhood
Main Streets, low to moderate
intensity Neighborhoods and
Corridors

Degree of Change

Envisioned Transformative
Change

Budget

\$304,745

Status

Pending Adoption in Summer
2024

Team

Opticos

Reference

Rosie Dyste, Project Planner
805.564.5470 x4599
rdyste@SantaBarbaraCA.gov

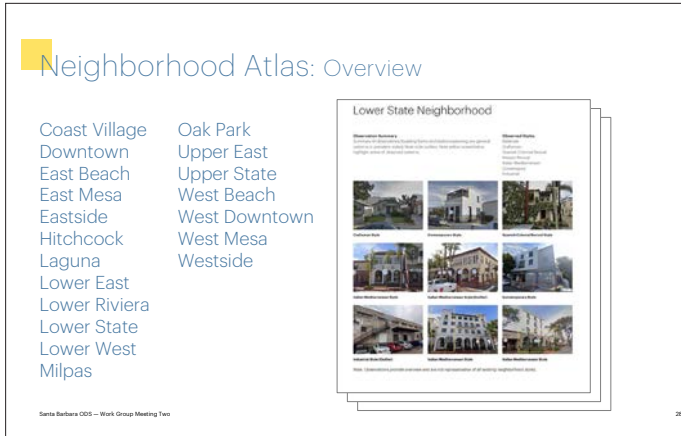
New zoning and architectural standards intended to streamline housing production

Opticos was hired to prepare Citywide Objective Design Standards (ODS), which included both the creation of zoning districts and the replacement of the comprehensive but sometimes subjective existing architectural guidelines. To ensure the new standards were place-based, the first step was to analyze the different neighborhoods and their characteristics and categorize them in a Neighborhood Atlas. The city's goals for this project were:

- Facilitate and streamline production of multi-unit housing
- Provide clear guidance and design expectations to applicants, staff, and decision makers.
- Ensure all new multi-unit housing development is designed to be sensitive and compatible with existing architecture, historic resources, and neighborhoods.
- Use an open and inclusive public process to draft design standards for the City's diverse multi-unit neighborhoods.

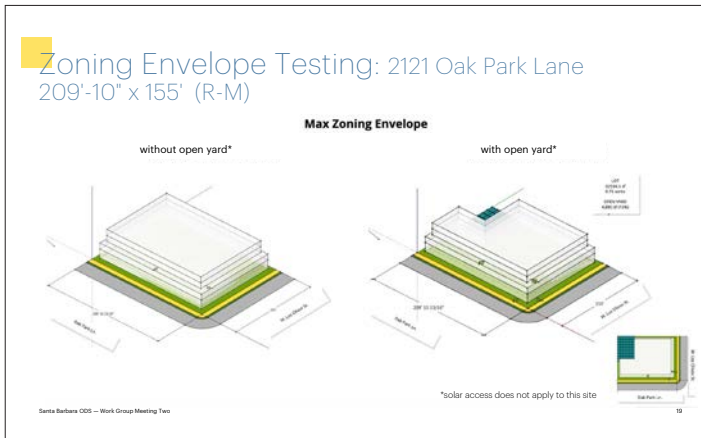
Highlights

1. ODS being prepared for a community with a **strong design review culture**.
2. Preparing ODS that help rather than limit the **very creative architectural community**.
3. Creating **context-sensitive** ODS founded on detailed place analysis
4. Preparing **Objective Architectural Style Standards** that leave room for creativity.



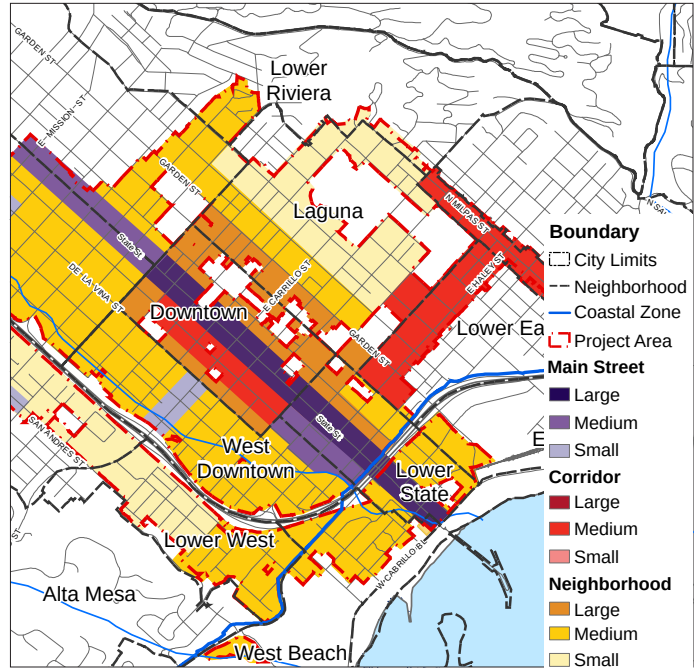
Neighborhood Atlas

Careful analysis of the characteristics of different neighborhoods was compiled into a Neighborhood Atlas that informed which new zoning and architectural standards would apply to each neighborhood.



Test Fits

After the initial draft of the zoning were completed, the team tested potential build out on several typical lot sizes within each zoning district.



“Wow, Opticos tackled this challenging problem very **thoroughly and effectively**, and created a document that achieved something I was not sure was possible.”

City of Santa Barbara

Gable L (2/5 + 3/5)

A 3D perspective diagram of a building facade with five bays. The first two bays on the left are projecting, and the remaining three bays are set back, creating a shallow forecourt. The roof is sloped with gables at the projecting bays. Dimension lines at the base indicate: 'A' for the width of the projecting bays, 'B' for the width of the set-back bays, and 'C' for the total width of the facade.

This massing type divides the facade into five equal parts, with two parts projecting and three parts set back to create a shallow forecourt. The roof is sloped with gables at the projecting two parts.

Number of Bays	5 bays	A
Main Body Width	Max. allowed by Subsection 3 of this building type	
Massing Proportions	2/5	B
	3/5	C

7. Massing Composition (Continued)

Center Gable (1/3 + 1/3 + 1/3)

A 3D perspective diagram of a building facade with three equal parts. The middle part is projecting, while the two side parts are set back. The roof is sloped and may be either hipped or gabled. Dimension lines at the base indicate 'A' for the width of each of the three parts.

This massing type divides the facade into three equal parts, with the middle third projecting. The roof is sloped and may be either hipped or gabled.

Number of Bays	3-6 bays	A
Main Body Width	Max. allowed by Subsection 3 of this building type	
Massing Proportions	1/3 each	B

Twin Gable

A 3D perspective diagram of a building facade with three parts. The middle part is set back slightly from the two side parts, creating a shallow open space. The roof is sloped and may be either hipped or gabled. A dimension line at the base indicates 'A' for the width of the entire facade.

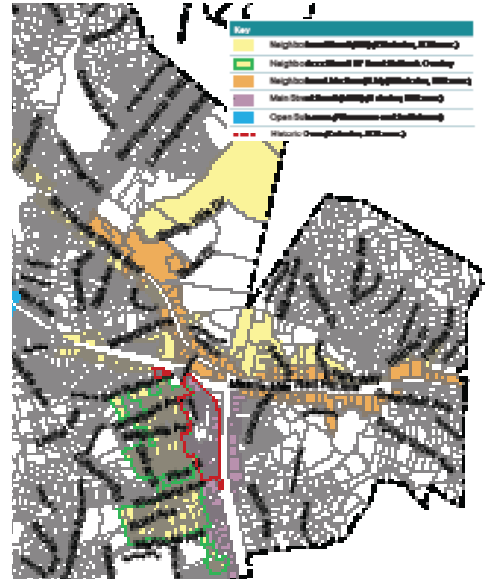
This massing type divides the facade into three parts, with the middle part set back slightly to create a shallow open space. The roof is sloped and may be either hipped or gabled.

Number of Bays	3-6 bays	A
Main Body Width	Max. allowed by Subsection 3 of this building type	

The ODDS provide building footprint and massing composition standards that are coordinated with the allowed architectural styles.

Objective Design and Development Standards

San Anselmo, California | 2024



Project Area + Context

Citywide - Properties zoned for multi-family and commercial mixed-use development

Degree of Change

Envisioned Transformative Change

Products

Objective Design Standards including site visualizations, new zoning and architectural standards

Status

Adopted

Reference

Heidi Scoble, Planning Director
Town of San Anselmo
415-258-4636
hscoble@townofsananselmo.org

New Zoning and Architectural Standards Provide Alternative Ministerial Path to Planning Approvals

The Town of San Anselmo hired Opticos Design Inc., to customize the Marin County ODDS Toolkit, a form-based code that Opticos developed for Marin County cities and towns. The intent of the ODS is to provide applicants and developers with a clear understanding of the Town's expectations for multi-family and commercial mixed-use developments. The ODS provide clear and effective standards to streamline review processes and enable more housing production.

Highlights

1. ODS standards address proposed **Housing Element** densities.
2. Opticos prepared **visual simulations for five housing sites** to demonstrate standards.
3. ODS **standards for public frontage allow transition** to existing frontage conditions.
4. **Engagement with Planning Commission Subcommittee** composed of two local architects.

A) 100 Center/613 Sir Francis Drake Blvd | Site Test

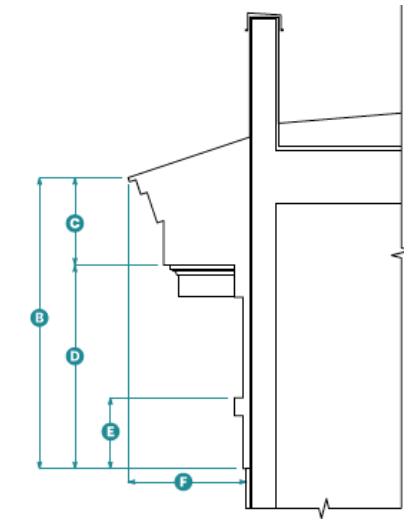


D) 58 Magnolia Ave | Site Test



Above: Town staff directed Opticos to test specific site development scenarios. The test results were used to refine the ODS standards.

Left: Existing buildings informed the Architectural standards.



Above and Right:

ODS standards focused on regulating architecture and site design.



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Disclosure of Litigation

Opticos has neither been disciplined or censured by any regulatory body, nor, within the last five years, been involved in litigation or other legal proceedings relating to the provision of services.

References



ATTACHMENT 2 - REFERENCES

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

List three (3) references for work of a similar nature to the Services performed within the last five (5) years. Use additional sheets as necessary.

Reference No. 1.

<u>County of Marin, CA</u>	<u>3501 Civic Center Dr Ste 329, San Rafael, CA 94903</u>
Name of Agency	Agency Address
<u>Jillian Nameth Zeiger</u>	<u>Principal Manager</u>
Contact Name	Contact Title
<u>415-473-7549</u>	<u>jillian.zeiger@marincounty.gov</u>
Contact Telephone	Contact Email Address
<u>6/22/21 - extended to 12/31/25</u>	<u>\$442,462.49</u>
Contract Period	Contract Amount

Description of services performed including costs.

Prepared Objective Design and Development Standards Toolkit for 11 jurisdictions in Marin County. Also provided supporting services, ranging from architectural style documentation, site testing, and meeting facilitation.

Reference No. 2.

<u>Town of San Anselmo</u>	<u>525 San Anselmo Avenue, Second Floor San Anselmo, CA 94960</u>
Name of Agency	Agency Address
<u>Heidi Scoble</u>	<u>Planning and Building Director</u>
Contact Name	Contact Title
<u>415-258-4636</u>	<u>hscoble@townofsananselmo.org</u>
Contact Telephone	Contact Email Address
<u>2019-2023, adopted</u>	<u>\$153,000</u>
Contract Period	Contract Amount

(next page)

Description of services performed including costs.

The Town of San Anselmo hired Opticos Design Inc., to customize the Marin County ODDS Toolkit, a form-based code that Opticos developed for Marin County cities and towns.

Reference No. 3

Metropolitan Transportation Committee (MTC) Bay Area Metro Center
 Association of Bay Area Governments (ABAG) 375 Beale St, Ste 800, San Francisco, CA 94105

Name of Agency

Agency Address

Ada Chan

Regional Manager, Regional Planner

Contact Name

Contact Title

415-820-7958

achan@bayareametro.gov

Contact Telephone

Contact Email Address

9/20/22 - 4/30/24

\$400,000

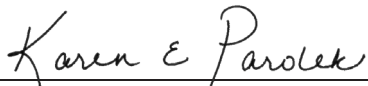
Contract Period

Contract Amount

Description of services performed including costs.

Facilitated 5 Technical Advisory Committee workshops with member jurisdictions.
 Prepared Handbook of ODDS showing the reason for certain standards, when to consider applying certain standards, downloadable graphics, diagrams, and standards and provisional numerical values, plus editable files for jurisdictions to customize for their needs.

I hereby certify that the Consultant performed the work listed above.



Consultant Signature

Karen Parolek, Its President

Printed Name

3/21/25

Date

Insurance Coverage





CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT A

ATTACHMENT 3

DATE (MM/DD/YYYY)

7/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745
OPTIDES-02

CONTACT NAME: Karen Maldonado

PHONE (A/C, No, Ext): 626-696-1899

FAX (A/C, No):

E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : XL Specialty Insurance Company

37885

INSURER B : Travelers Property Casualty Company of America

25674

INSURER C : The Travelers Indemnity Company of Connecticut

25682

INSURER D :

INSURER E :

INSURER F :

INSURED
Opticos Design, Inc.
2100 Milvia Street, Suite 125
Berkeley CA 94704

COVERAGES

CERTIFICATE NUMBER: 2127007875

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☐ Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	6801H486252	8/16/2024	8/16/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ NoOwned Auto	Y	Y	BA0S474363	8/16/2024	8/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y	Y	CUP9F054182	8/16/2024	8/16/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	UB7J712856	8/16/2024	8/16/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			DPR5027561	4/10/2024	4/10/2025	Per Claim Aggregate Limit \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. The Umbrella Policy is follow form to its underlying Policies: General Liability/Auto Liability/Employers Liability.
Proof of coverage(s) for use on proposals. An Actual certificate will be issued at the request of the above Named Insured.

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 680-1H486252

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS
AND DESIGNATED PROJECT AND LOCATION
AGGREGATE LIMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS**LIMITS OF INSURANCE**

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	\$ 4,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000

Designated Projects:

Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.

Designated Locations:

All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

PROVISIONS

- The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
- The following replaces Paragraph 1. of **SECTION III – LIMITS OF INSURANCE:**
 - Insureds;
 - Claims made or "suits" brought;
- The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:

- c. Persons or organizations making claims or bringing "suits"; or
 - d. "Projects" or "locations".
- 3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**:
 - 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
 - (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage B; and
 - (3) Medical expenses under Coverage C.
 - b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "project".
 - (2) The Designated Project Aggregate Limit applies separately to each "project".
 - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Project Aggregate Limit does not apply to damages

under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".
 - (2) The Designated Location Aggregate Limit applies separately to each "location".
 - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in

Paragraph **2.d.** below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and
 - (b) Damages under Coverage **B**.
- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.
- (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE:**

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG D3 61 03 05

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Insurance Coverage

DATE OF ISSUE: 07/02/2024

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

CG T8 02 08 24
Insurance Coverage

DATE OF ISSUE: 07/02/2024

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City of Carmel-by-the-Sea | Objective Design and Development Standards Proposal

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COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB7J712856

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 7/18/2024

Page 1 of 1

Fee Schedule



Preliminary Fee Schedule

This section provides a description of the expected budget for the work described for **Objective Design Standards Consultant Services** in the RFP.

A summary cost table is included on the next page, providing totals by task as described in our detailed work plan. A detailed cost table with details of personnel hours can be provided upon request.

Additional Terms for Budget

1. Budget does not include rental or purchasing fees for space or equipment for workshops, charrettes and other meetings. (Consultant to bring computers and drafting supplies.) Consultant will not be responsible for any such planning or expenses.
2. Budget does not include food for participants other than the design team for workshops, charrette and working sessions.
3. Budget does not include postage associated with public outreach and marketing.
4. Budget does not include installation of any and all public outreach media including but not limited to banners and signage.
5. In the interest of environmental considerations, the consultant will provide a PDF file of each deliverable unless otherwise specified.
6. Client shall be paid on a fee basis for performance of services under this agreement in accordance with the table above.

Any additional tasks performed outside of those specified in the Proposed Work Plan, such as attending additional meetings or completing additional revisions beyond the hours or number of revisions in the Detailed Plan of Work, will be compensated at the hourly rates listed in the table below. Rates shall increase by five percent (5%) on January 1 of each calendar year.

Rates Schedule

Position at Opticos Design - 2025	Hourly Rate
Managing Principal	\$350
Principal	\$315
Senior Associate	\$260
Associate II	\$235
Associate I	\$210
Senior Designer	\$195
Designer	\$185

Proposed Budget

PROPOSED WORK PLAN		FEES
Task 1	Project Startup & Management	\$25,410
1.1	Project Startup & Kickoff Meeting	\$2,290
1.2	Coordination calls with City (16)	\$14,480
1.3	Administration & Quality Control	\$8,640
Task 2	Targeted Community Engagement	\$36,780
2.1	Working Session #1: Key Projects & Outcomes	\$1,810
2.2	Local Industry Roundtable Meeting #1	\$2,240
2.3	Planning Commission Study Sessions (2 virtual)	\$3,750
2.4	Community Meeting (7 in person)	\$28,980
Task 3	Research	\$24,340
3.1	Field Visit and Microscale Documentation	\$17,700
3.2	Review of Background Documents and Key Projects	\$4,830
3.3	Working Session #2: Findings and Recommendations	\$1,810
Task 4	Objective Design Standards for ADUs	\$35,010
4.1	Outline + Style Sheet for ODDS for ADUs	\$1,770
4.2	Administrative Draft ODDS for ADUs	\$16,320
4.3	Public Draft ODDS for ADUs	\$11,100
4.4	Working Session #3: Public Draft ODDS for ADUs	\$1,810
4.5	Final ODDS for ADUs, as adopted	\$4,010
Task 5	Objective Design Standards for Mixed-use + Multi-family	\$69,030
5.1	Outline + Style Sheet for ODDS for MU+MF	\$1,380
5.2	Administrative Draft ODDS for MU+MF	\$36,840
5.3	Public Draft ODDS for MU+MF	\$21,500
5.4	Working Session #3: Public Draft ODDS for MU+MF	\$1,810
5.5	Final ODDS for MU+MF, as adopted	\$7,500
Task 6	Public Meetings	\$6,720
6.1	Meeting Attendance & Support (2 in-person)	\$6,720
Expenses		\$15,000
Total Base Scope of Work (not including Optional Tasks)		\$212,290
Optional Tasks		
A.	Local Industry Roundtable #2	\$4,000
B.	Additional Architectural Style (each)	\$15,000
C.	Site Test & Visualization (each)	\$10,000
D.	Project Review Testing (each)	\$5,000
E.	Screencheck Draft ODDS (each)	\$15,000
F.	ODDS Checklist (each)	\$10,000
G.	Additional Meetings (each)	\$4,200

Appendix



Detailed Work Plan

This section describes our proposed tasks to successfully complete the work defined in the RFP, and refined with City staff. For each task, we have identified deliverables and requests for City staff.

Task 1. Project Startup & Management

Opticos' project management is characterized by a highly collaborative approach founded on open communication and accessible project information. Working closely with you, we will manage the process and efficiently pivot as needed to accommodate change.

1.1 Project Startup & Kickoff Meeting. Opticos will prepare for and facilitate a virtual meeting with City staff to kick off the project and confirm project goals, finalize schedules and deliverables, establish protocols for communication, share project information, and coordinate project tasks. This can be an opportunity to refine the scope, consider optional/additional tasks, and discuss outreach goals. The Kickoff Meeting and Working Session #1 (Task 2.1) will be the initial meetings with staff.

1.2 Coordination calls with City. Opticos will establish a schedule for regular team check-in calls using video conference (biweekly and as needed, up to 12) with City staff. Agendas will be available beforehand, and meeting notes will be shared through a cloud file-sharing system.

1.3 Administration & Quality Control. Opticos will manage the project to stay on schedule, within scope and budget, and maintain quality assurance. Meeting notes, including action items and deliverable dates, will be provided within the week of the meeting. Progress reports will be provided monthly, including a regularly updated project schedule and invoices.

Task 1 Deliverables

- Kickoff meeting agenda and meeting notes (PDF)
- Coordination meeting agenda and meeting notes (PDF)
- Monthly invoice, including progress report

Requests for City staff:

- Support in scheduling kickoff meeting and recurring coordination meetings

Task 2. Targeted Community Engagement

Meaningful input from the community and decision-makers throughout the project process is key to the success of the ODDS.

2.1 Working Session #1: Key Projects & Outcomes.

Early in the project process, Opticos will facilitate a virtual one-hour working session with City staff to hear about key projects and gain insight on what is seen as effective and what needs to be addressed for improvement. This can be in the standards for entire buildings or certain elements of a building.

2.2 Local Industry Roundtable Meeting (1).

In collaboration with City staff, Opticos will prepare for and facilitate a one-hour virtual roundtable meeting with local design and development industry professionals. This meeting will seek input and feedback from local designers, developers, builders, and realtors to receive feedback on the Public Draft ODDS for both ADUs and Mixed-use+Multi-family. We will work with City staff to identify local professionals for the meeting.

2.3 Planning Commission Study Sessions (2).

In coordination with City staff, the Opticos team will prepare for and facilitate two virtual study sessions with the Planning Commission.

The first Study Session will be to review and gain feedback from the Planning Commission on the Public Draft ODDS for ADUs. The second Study Session will be to review and gain feedback on the Public Draft ODDS for Mixed-use+Multi-family.

2.4 Community Meeting (7). Two Opticos members will facilitate seven in-person community meetings to present and receive feedback on key activities and deliverables over the course of the project. We are open to your ideas on how to structure these meetings; initially, we propose these meetings as "Open House" format with a presentation and discussion portion at the beginning for attendees to ask questions, present ideas, and use in their review of the Open House materials posted on the walls of the venue. The first introductory meeting is proposed to occur on the same day as the field visit in Task 3.1.

Task 2 Deliverables

- Engagement preparation and facilitation, including materials and summary notes for community meetings (PDF)

Requests for City staff:

- Support in planning logistics and attendance at events by key City staff

Task 3. Research

The Opticos team will establish an understanding of Carmel-by-the-Sea from a physical and design perspective and a policy and regulatory perspective. This research will help in the targeted community engagement and in preparing the ODDS.

3.1 Field Visit and Microscale Documentation. Opticos will coordinate with City staff to prepare for and facilitate an in-person tour of key areas and projects. We will also prepare microscale documentation by measuring and photographing key and representative projects and design elements. This information will directly inform the new ODDS with Carmel's "DNA."

Opticos will identify the range of styles in Carmel-by-the-Sea and the prevalent style(s). We will prepare a diagram of sub-areas annotated with a range of styles, prevalent styles, and any character-defining architectural elements to identify the community's preferred architectural styles. From this set of styles, the ODDS will include standards for up to six styles in up to three subgroups.

3.2 Review of Background Documents and Key Projects.

- 1. Background Documents.** Opticos will review the General Plan's Land Use & Community Character Element and current Design Guidelines to understand the policy direction for what the objective design standards are to allow or require. We will also review the Local Coastal Plan and applicable chapters of the Carmel Municipal Code to identify how the ODDS can be incorporated without conflict.
- 2. Key Projects.** Using the following questions, Opticos will review up to nine representative sets of plans for accessory dwelling units (three plans), multi-family residential (three plans) and mixed-use residential projects (three plans) to gain insight and clarity of standards compared to outcomes:

- How are the current standards being interpreted and applied by project designers and developers?
- Are there gaps in what the standards intend versus what complies with them?

3.3 Working Session #2: Findings and Recommendations.

The Opticos team will facilitate a one-hour virtual working session with City staff to discuss the findings and recommendations from Tasks 3.1 and 3.2

Task 3 Deliverables

- Summary of Task 3 Findings (Memo; up to 10 pages)
- Working Session agenda and notes (PDF)

Requests for City staff:

- Provide Opticos team with up to nine projects that include key desired outcomes and outcomes to be avoided
- Timely response to data request

Task 4. Objective Standards for ADUs

The Opticos team will work closely with City staff to prepare ODDS for ADUs.

4.1 Outline + Style Sheet for ODDS for ADUs. Opticos will prepare an outline to show the proposed content and organization specific to ODDS for Accessory Dwelling Units (ADUs). Included with this outline will be a style sheet that demonstrates the proposed look and feel of the ODDS documents, including example page layouts, fonts, colors, and numbering. Efforts will be made to identify a style and layout that could double as a "checklist" for applicants and reviewers to make the document as user-friendly, as possible.

4.2 Administrative Draft ODDS for ADUs. Opticos will develop form-based ODDS specific to ADUs, including diagrams and tables, that clearly communicate design intent and requirements for building and architectural design. The ODDS will include standards for up to six architectural styles in three subgroups (e.g., Mediterranean style group includes Spanish Colonial, Revival and Italian Mediterranean styles) consistent with the prevalent styles found from Task 3.1.

We will ensure that the document complies with applicable State laws and enables streamlined review by providing clear and measurable standards. The document will be designed to convey detailed information in a graphically rich, user-friendly format.

4.3 Public Draft ODDS for ADUs. Based on input and direction on Administrative Draft ODDS, Opticos will prepare and submit the Public Draft ODDS specific to ADUs to the City for review and discussion at Planning Commission and City Council hearings and for distribution to the general public for review and comment.

4.4 Working Session #3: Public Draft ODDS for ADUs.

Opticos will schedule a one-hour virtual working session with City staff to discuss feedback on the Public Draft ODDS for ADUs, confirm edits for the Final ODDS for ADUs, and discuss the Outline for ODDS for multi-family and mixed-use buildings.

4.5 Final ODDS for ADUs, as adopted. Upon adoption of the ODDS for ADUs, Opticos will prepare final revisions to the ODDS to reflect the City Council's final actions.

Task 4 Deliverables

- Outline + Style Sheet (PDF)
- Agenda + Meeting Summary for Working Session
- Administrative Draft, Public Draft, and Final ODDS (IND & PDF file formats)

Requests for City staff:

- Timely review of drafts and consolidated comments
- Attendance at working session

Task 5. Objective Standards for MU+MF

Along with lessons learned in developing ODDS for ADUs, the Opticos team will work closely with City staff to prepare the ODDS for mixed-use and multi-family (MU+MF) projects.

5.1 Outline + Style Sheet for ODDS for MU+MF. Opticos will prepare an outline to show the proposed content and organization specific to ODDS for MU+MF projects. Included with this outline will be a style sheet that demonstrates the proposed look and feel of the ODDS documents, including example page layouts, fonts, colors, and numbering. If appropriate, this could follow the layout and style used for ODDS for ADUs.

5.2 Administrative Draft ODDS for MU+MF. Opticos will develop form-based ODDS specific to multi-family and mixed-use projects, including diagrams and tables, that clearly communicate design intent and requirements for building and architectural design. The Administrative Draft ODDS for MU+MF will include standards for up to six architectural styles in three subgroups (e.g., Mediterranean style group includes Spanish Colonial, Revival and Italian Mediterranean styles) consistent with the prevalent styles found from Task 3.1.

We will ensure that the document complies with applicable State laws and enables streamlined review by providing clear and measurable standards. The document will be designed to convey detailed information in a graphically rich, user-friendly format.

5.3 Public Draft ODDS for MU+MF. Based on input and direction on Administrative Draft ODDS for MU+MF, Opticos will prepare and submit the Public Draft ODDS specific to multi-family and mixed-use projects for to the City for review and for discussion at Planning Commission and City Council hearings and for distribution to the general public for review and comment.

5.4 Working Session #4: Public Draft ODDS for MU+MF. Opticos will schedule a one-hour virtual working session with City staff to discuss feedback on the Public Draft ODDS for MU+MF and confirm edits for the Final ODDS for MU+MF.

5.5 Final ODDS for MU+MF, as adopted. Upon adoption of the Public Draft ODDS for MU+MF, Opticos will prepare final revisions to the ODDS to reflect the City Council's final actions.

Task 5 Deliverables

- Administrative Draft, Public Draft, and Final ODDS (IND & PDF file formats)

Requests for City staff:

- Timely review of drafts and consolidated comments

Task 6. Public Meetings

6.1 Meeting Attendance & Support (2). One member of the Opticos team will attend up to two public meetings in person during the ODDS adoption process. We will support City staff in preparing for the meetings and will make presentations at the meetings at the City's request.

Task 6 Deliverables

- In-person attendance at public meetings (up to two total), including support to City staff in the preparation of materials and reports

Requests for City staff:

- Review and direction on draft presentation materials

Optional Tasks

Optional Task A. Additional Architectural Style.

Opticos will prepare standards for an architectural style in addition to those provided in this proposed work plan. The additional style is assumed to be one that Opticos has previously regulated. If it is not one that we have previously regulated, we will need more information from the City to provide a fee estimate.

Optional Task B. Site Test & Visualization. Using standards from the Administrative Draft ODDS (for ADUs or MU+MF), we will conduct tests on representative or opportunity sites for physical compatibility with the existing context. The test will be used to understand if the design outcomes indicate any gaps in the draft standards. This information will be used to refine the Public Draft ODDS.

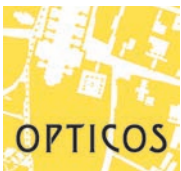
Opticos will prepare up to two site visualizations for each site test. The visualizations will illustrate a typical level of information and detail as regulated by the Administrative Draft ODDS.

Optional Task C. Project Review Testing. We will test project applications (recently approved or under review) using the Administrative Draft ODDS (for ADUs or MU+MF) to gain insight into the project review process and to understand how those projects do or do not meet the draft standards. Findings from the project review testing will be used to refine the Public Draft ODDS.

Optional Task D. Screencheck Draft ODDS. Opticos will prepare and submit to City staff for internal review a Screencheck Draft of the ODDS (for ADUs or MU+MF) that addresses the comments received on the Administrative Draft ODDS.

Optional Task E. ODDS Checklist. In the event that the ODDS cannot be formatted as a checklist, Opticos will prepare a standalone checklist document or interactive checklist for the Final ODDS (for ADUs or MU+MF). The checklist will be created to ensure that both applicants and staff can easily understand the requirements for projects eligible for ministerial approval under State law and the City Code.

We look forward to speaking with you.

**Opticos Design, Inc.**

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510.558.6957
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Certified

In 2007, Opticos became a founding B Corporation, establishing a triple bottom line of social, economic, and environmental responsibility.



CITY OF CARMEL-BY-THE-SEA
City Council
Staff Report

October 6, 2025
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Anna Ginette, Community Planning & Building Director

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Receive a presentation on the Mills Act, discuss potential policy amendment options and provide direction to staff regarding the preparation of proposed policy modifications for future Council consideration *(Estimated time - 45 min)*

RECOMMENDATION:

Staff recommends the City Council receive a presentation on the Mills Act, discuss potential policy amendment options, and provide direction to staff regarding the preparation of proposed policy modifications for future Council consideration.

BACKGROUND / SUMMARY:

Executive Summary

On October 4, 2022, the City Council discussed potential amendments to the Mills Act policy (see **Attachment 1** – Resolution No. 2016-018). The discussion revealed general Council support for the program, with recognition of the community benefit resulting from the preservation and maintenance of historic properties. However, some council members expressed a desire to reconsider the length of a contract, limit the number of contracts at any given time and consider a dollar value cap on the tax break. Additionally, concern was raised about high revenue-generating commercial properties receiving a 20-year tax reduction.

At the November 7, 2023 meeting the City Council discussed limiting contract subsidies to restoration and rehabilitation only, excluding landscaping costs, temporarily halt new contract applications, and found certain elements of the City of Santa Barbara's

program acceptable. Subsequent to deliberation, the Mayor appointed 2 council members to form an ad hoc committee to discuss the Mills Act Policy, and Council provided the following direction:

- Do not limit the Mills Act program to certain land uses;
- Consider imposing an assessed value threshold;
- Consider establishing a maximum threshold for lost tax revenue from Mills Act properties;
- Do not allow properties that were rehabilitated prior to entering into a contract to qualify for the program if the only future work is routine maintenance; and
- Return with an Urgency Ordinance placing a moratorium on new Mills Act Contract applications.

Upon direction by the City Council, staff returned with a draft ordinance and on December 4, 2023, the City Council adopted Urgency Ordinance No. 2023-008 (**Attachment 2**). Section 4 of this ordinance states that the City will not accept or process any applications for Mills Act Contracts during the time that the Urgency Ordinance is in place. The intent of this prohibition was to allow staff to analyze how Mills Act Contracts affect local revenue and explore options to modify the City's policy for the council to consider and weigh potential implications related to historic preservation and funding.

Staff is now returning with the appropriate information to facilitate Council's discussion to determine whether or not to pursue potential policy revisions. This report provides an overview of the existing policy, a discussion of possible modifications, and implementation details from other jurisdictions across the State. Staff is seeking guidance from the Council on Policy modifications, if desired, and would return to Council at a later date with a revised Policy for consideration.

Background

The Mills Act was adopted by the State of California in 1972. The City of Carmel-by-the-Sea adopted a Mills Act program as part of the Local Coastal Program in 2004.

The Mills Act program is an agreement between the City and a property owner of a historic building whereby the property owner benefits from a reduction in property taxes while assuring the City that the historic resource is rehabilitated, maintained, and preserved. Properties must be included on both the Carmel Historic Inventory and the Carmel Register of Historic Resources prior to being eligible for a Mills Act contract.

To be listed on the Carmel Historic Inventory, an assessment of historical significance must be conducted to determine whether the property is eligible. Eligible properties are those which represent at least one theme in the City's Historic Context Statement, retain substantial integrity, are at least 50 years of age, are associated with significant

events or people, embody distinctive characteristics and/or yield information important to prehistory or local, state, or national history.

To be listed on the Carmel Register, a property owner must submit a request in writing and their request must be approved by the Historic Resources Board. Listing on the Register provides benefits such as waiver of on-site parking, preservation of existing non-conformities, Federal rehabilitation tax credits, building permit fee reduction of 25% and participation in the Mills Act program.

In addition to being listed on the Carmel Historic Inventory and the Carmel Register, a property must be preserved in its historic size, form and design without significant alterations or additions. Moreover, any future addition or alteration must comply with the Secretary's Standards for the Treatment of Historic Properties. Modifications cannot alter, damage, or diminish any primary elevation or character-defining features of a property. Additions cannot increase the floor area by more than 15 percent beyond the amount established in the documented original or historic design nor result in a second-story addition to a single-story historic resource.

Mills Act Policy

Prior to adoption of Urgency Ordinance No. 2023-008, the City's policy regarding Mills Act contracts allowed approval for up to 15 new contracts over a 3-calendar year period. Between 2011 and 2022, the City has entered into a total of 14 Mills Act Contracts. The greatest occurrences were in 2016 and 2022, where a total of 4 contracts were approved each year. In 2022, the City approved the first Mills Act contract for a commercial property, the Carmel Beach Hotel & Spa (formerly known as the Colonial Terrace Inn). See **Attachment 3** – Approved Mills Act Contracts.

Mills Act and Property Taxes

[California Revenue and Taxation Code, Article 1.9, Sections 439 -439.4](#) provides the law for assessing the value of enforceably restricted historical properties (i.e. properties under Mills Act Contracts). Under this law, the Monterey County Assessor's Office shall not consider the sales data on similar properties as the assessed value; instead, a capitalization of income method must be used. This results in a reduction in property tax liability as a property's value based on market sales data is much higher.

In using the capitalization of income method, the County of Monterey Assessor must determine the income to be capitalized- a property's fair rent less allowed expenditures or expenses (gross income less operating income) and divide it by the capitalization rate. This rate involves several components (interest, historical property risk, property tax, and amortization. In addition, the calculated rate used in valuing an owner-occupied single family dwelling is different than the rate used for all other properties (commercial, industrial, etc.). For additional information/explanation, see the [State Board of Equalization Guidelines for the Assessment of Historical Property](#).

OPTIONS MOVING FORWARD

The options below are in response to the Council's request. Although local jurisdictions have the option to adopt and limit a Mills Act program, limitations are subject to areas where the city has the power to regulate. For example, limitations based on the net worth of a property owner or the number of properties under one ownership would not be lawful.

Length of Contracts & Notices of Nonrenewal

In 2023, Council discussed the length of contracts and Notices of Nonrenewal and considered whether or not contracts should be endless, or if they should have a hard end date requiring re-application.

In 2020, the City Attorney reviewed the contract language for consistency with State law and our local Mills Act program and on March 3, 2020, the City Council approved the standard contract language (**Attachment 4**). In accordance with State law, the term of the contract is 10 years. Each year on the anniversary date of the contract, one year is automatically added to the term of the contract. This creates a rolling 10-year contract that automatically renews until such time that either the City or the property owner provides a written notice of non-renewal. Essentially, each January 1st, the 10-year contract restarts.

If the City desires to end a contract, the City must provide the property owner with written Notice of Non-renewal at least 60 days prior to the annual renewal date. Property owners who desire to end a contract must give written notice to the City at least 90 days prior to the annual renewal date. If a Notice of Non-renewal is provided, the contract will expire 9 years from the renewal date of the following January 1st. An example is provided below:

The City enters into a Mills Act Contract on January 1, 2025. The term of the contract is 10 years. The contract expires on December 31, 2034.

On the first anniversary date of the contract, January 1, 2026, one year is automatically added to the contract term. The new contract expiration date is December 31, 2035.

On the second anniversary date of the contract, January 1, 2027, one year is automatically added to the contract term. The new contract expiration date is December 31, 2036.

However, on November 1, 2027, 60 days prior to the third anniversary date of January 1, 2028, the City issues a Notice of Nonrenewal. The contract expiration date is now fixed at December 31, 2036. Additional years are no longer automatically added to the contract term.

To date, the City has not issued any Notices of Nonrenewal, and no property owners have issued Notices of Nonrenewal. If the City were to issue such notices no later than November 1, 2025, all of the existing Mills Act contracts would expire on December 31, 2034.

The homeowners of the 4 contracts approved in 2022, would see a property tax benefit for 10 years. Whereas, the homeowner whose contract was approved in 2011 would see a property tax benefit for 20 years.

If the Council directs staff to issue a Notice of Nonrenewal on all 14 existing contracts, they would expire at the end of 2034 and the City would have zero Mills Act contracts, assuming the City did not enter into any new contracts.

Staff is seeking direction from the City Council on whether to issue Notices of Nonrenewal and if so, under what circumstances and when.

Potential Policy Restrictions

In the 2023 staff report, the Council was informed that data on Mills Act programs from 73 jurisdictions throughout California was gathered. During deliberation, the Council identified further exploration into the City of Santa Barbara Mills Act program. As summarized in their Information and Submittal Packet - [Mills Act Contract for Historic Resources](#), the city limits their annual revenue loss to \$260,000. Once this limit is reached, applications for contracts are not accepted until the next calendar year. This approach allows the city to support the spirit of the Mills Act, while considering their fiscal responsibility related to other essential public services.

Another option to consider would be to establish a value cap for properties submitting an application. For example, the County of Monterey ([Monterey County Code Section 18.28.040](#)) states that in order for a property to be eligible, the fair market value of residential properties cannot exceed \$3 million and for commercial properties, the fair market value cannot exceed \$5 million. However, if a property was found to meet the eligibility exceptions to the limitation set forth in 18.28.080.B, the Board of Supervisors have the ability to approve a contract. This approach is similar to Santa Barbara's. However, as explained in the valuation methodology discussed above, the actual amount of tax revenue affected would depend on the property.

Staff is seeking direction from the City Council on whether to amend the Mills Act Policy to place limits on the annual number of contracts, assessed valuation, land use type or annual tax revenue loss.

Other Item of Interest

Application Fees & Inspections: The current application fee for a Mills Act Contract is \$3,603. The fee is set at an amount intended to cover staff's time processing the application. Following approval and recordation of the contract, homeowners are

required to obtain design review approval and/or building permits to carry out the improvements in their rehabilitation plans. Additional fees are collected for these applications and includes the associated inspection costs for the work being performed.

FISCAL IMPACT:

The City accepts a diminished tax base from properties with Mills Act Contracts in exchange for assurances that historic resources will be rehabilitated, restored, and maintained. Property taxes equal 1% of the property's assessed value. The City of Carmel-by-the-Sea receives 6% of the 1%, and County schools receive 60% of the 1%. A spreadsheet titled "Pre - Post- Taxes (no fees)" provides tax figures for properties where data is available; note that tax records are not publicly accessible prior to 2016 (**Attachment 5**). A spreadsheet titled "Actual Tax Reductions" provides financial data - based on 2024-2025 tax figures - as it relates to City and School tax impacts (as well as impacts to libraries, water resources, successor agencies, special districts, and County) for all properties with approved Mills Act contracts (**Attachment 6**).

The attached spreadsheets contain several pieces of information about taxes related to each of the City's Mills Act Contract properties, and staff will be prepared to discuss them at the hearing. However, two pieces of information worth mentioning in this report are the actual reduction in tax revenue experienced by the City and the School District because of the existing Mills Act Contracts for the 2024-25 Tax Year. As detailed on the spreadsheet, the total actual loss in tax revenue over all the existing Mills Act Contracts is \$4,575.06. The total loss experienced by the School District over all contracts in the same period is \$45,750.58.

PRIOR CITY COUNCIL ACTION:

On June 8, 2010, the City Council adopted Resolution 2010-42 approving a limit of three Mills Act Contracts for residential properties within a calendar year and requiring the City Council to evaluate the program again in five years.

On September 13, 2016, the City Council adopted Resolution 2016-068 limiting the number of Mills Act Contracts to fifteen during any three-calendar-year period and requiring the City Council to evaluate the program after three years.

On March 3, 2020, the City Council reviewed the Mills Act policy and did not make any changes. The Council also reviewed and accepted standard contract language for Mills Act Contracts.

On October 4, 2022, and April 4, 2023, the City Council discussed the Mills Act policy and directed staff to return at a later date with additional information. No changes to the program were made. Jerry Gatt, Monterey County Appraiser, attended the April 4, 2023 City Council meeting to answer questions about the assessment process. A record of the [meeting is available to view online here](#).

On October 3, 2023, the City Council agenda included four public hearings for Mills Act Contract applications: MA 23-116 (Esperanza Carmel, LLC); MA 23-117 (Griffin); MA

23-146 (Lopez 5 NW, LLC); and MA 23-103 (Cypress Inn). The Council continued all four public hearings to December 5, 2023 and directed staff to return with additional information about the fiscal impact of approved contracts, specifically in regards to lost tax revenue to schools and the City.

On November 7, 2023, information on the fiscal impact of approved projects was considered by the City Council. Subsequent to their deliberation, the Council provided specific direction (see discussion above) and return at the next meeting with an Urgency Ordinance to put a moratorium on any new Mills Act applications until the current policy is reviewed and updated.

ATTACHMENTS:

1. Resolution 2016-068
2. Urgency Ordinance 2023-008
3. Approved Mills Act Contracts
4. Standard Mills Act Contract
5. Pre - Post Tax
6. Actual Tax Reductions

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

RESOLUTION NO. 2016-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA ESTABLISHING A LIMIT ON THE NUMBER OF MILLS ACT CONTRACTS THAT CAN BE APPROVED TO FIFTEEN DURING ANY THREE CALENDER YEAR PERIOD AND REQUIRING THE CITY COUNCIL TO EVALUATE THE PROGRAM AFTER THREE YEARS

WHEREAS, the City has adopted a General Plan and Municipal Code that strive to protect the village character through clear policies and regulations that guide historic preservation; and

WHEREAS, the Mills Act was adopted by the State of California in 1972; and

WHEREAS, jurisdictions are not required to implement the Mills Act, but participating jurisdictions may establish specific application requirements to suit local needs; and

WHEREAS, the City adopted the Mills Act as a potential benefit to property owners of historic resources as part of the Local Coastal Program; and

WHEREAS, the City Council recognizes the potential benefits of the program but also the potential fiscal impacts that could result from the unlimited approval of Mills Act Contracts; and

WHEREAS, establishing a limit on the number of contracts that can be approved will allow the City to implement the Mills Act Program without significantly impacting a revenue source that is vital to the City's operating budget; and

WHEREAS, in 2010 the City Council adopted Resolution 2010-42 which limited the number of Mills Act contracts to 3 per calendar year; and

WHEREAS, Resolution 2010-42 will be superseded by the adoption of this resolution; and

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

1. Limit the number of Mills Act Contracts that can be approved to fifteen (15) in any three calendar year period.
2. Require the City Council to review the Mills Act Program in three (3) years, in the year 2018, to determine whether to continue offering Mills Act Contracts or make revisions as necessary.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 13th day of September, 2016 by the following roll call vote:

AYES:	COUNCILMEMBERS:	Hardy, Reimers, Richards, Theis, Dallas
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None

SIGNED:


Steve G. Dallas, Mayor

ATTEST:


Ashlee Wright, City Clerk

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

URGENCY ORDINANCE NO. 2023-008

URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA REGARDING MILLS ACT CONTRACTS

WHEREAS, the Mills Act is found in Government Code Sections 50280 to 50290 (Historic Property Contracts) and the related Sections in the Revenue and Taxation Code Sections 439 to 439.4; and

WHEREAS, the Mills Act authorizes a city to contract with the owner of property for the preservation of a qualified historical property; and

WHEREAS, Section 17.32.010 of the City of Carmel-by-the-Sea ("City") Municipal Code, hereafter "CMC", describes the purposes of Chapter 17.32 "Historic Preservation" to establish standards, procedures and regulations to promote identification, and preservation, and enhancement of historic resources including buildings, structures, objects, sites, districts and archaeological resources that represent the unique architectural, cultural, historic and prehistoric identity of Carmel-by-the-Sea; and

WHEREAS, Section 17.32.100 B 6 c of the City Municipal Code identifies the findings that the Historic Resources Board (HRB) and the City Council shall make to grant approval of a Mills Act contract; and

WHEREAS, City Council Resolution No. 2016-068 limits the number of Mills Act contracts that can be approved to fifteen (15) in any three year calendar period; and

WHEREAS, on November 7, 2023, the City Council reviewed the Mills Act policies of the City which include Chapter 17.32 of the Municipal Code and Resolution 2016-068 and gave direction for an Urgency Ordinance to be presented to the City Council whereby the City would not accept any applications for a Mills Act contract until after the City has completed its review of the City Mills Act policies; and

WHEREAS, this Urgency Ordinance does not apply to the four Mills Act Contracts that were presented to the City Council at its meeting on October 3, 2023; and

WHEREAS, based upon the foregoing, the City Council finds pursuant to Government Code Section 36937 (b) that this Urgency Ordinance is necessary for the immediate preservation of the public peace, health and safety to allow the City sufficient time to the complete review of the City Mills Act Contract policies and make any necessary changes to those policies to ensure historic preservation as provided by Chapter 17.32 of the CMC.

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

SECTION 1. Incorporation of Findings. The City Council of the City of Carmel- by- the-Sea incorporates the Recitals above by reference as though fully set forth here.

SECTION 2. Codification. This Ordinance shall not be codified in the City of Carmel-by-the-Sea Municipal Code.

SECTION 3. CEQA/Environmental Findings. The City Council exercises its independent judgment and finds that this Urgency Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed Urgency Ordinance maintains the status quo and prevents changes in the environment pending the completion of the contemplated municipal code review. Because there is no possibility that this Urgency Ordinance may have a significant adverse effect on the environment, the adoption of this Urgency Ordinance is exempt from CEQA.

SECTION 4. Mills Act Contracts. The City will not accept or process any applications for Mills Act Contracts during the time that this Urgency Ordinance is in effect except that this Urgency Ordinance does not apply to the four Mills Act Contracts that were presented to the City Council at its meeting on October 3, 2023.

Section 5. Authorization of City Administrator. The City Administrator and his/her designee(s) are hereby authorized to take all necessary action to implement and enforce this Urgency Ordinance.

Section 6. Severability. If any section, subsection, sentence, clause, or phrase of this Urgency Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of Urgency Ordinance. The City Council declares that it would have passed this Urgency Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Urgency Ordinance would be subsequently declared invalid or unconstitutional.

Section 7. Effective Date and Duration. This Urgency Ordinance enacted under California Government Code Section 36937 will take effect immediately upon adoption by a four fifths (4/5) vote of the City Council. This Urgency Ordinance will remain in effect until rescinded by the City Council.

Section 8. Publication. The City Clerk is directed to certify this Urgency Ordinance and cause it to be published in the manner required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL BY-THE-SEA this 4th day of December, 2023, by the following vote:

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

NOES: None

ABSENT: None

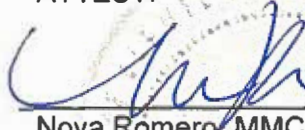
ABSTAIN: None

APPROVED:



Dave Potter
Mayor

ATTEST:


 Nova Romero, MMC
 City Clerk

**CITY OF CARMEL-BY-THE-SEA
APPROVED MILLS ACT CONTRACTS**

	APN	Property Owner	Historic Property Name	Address	Document #	Date of Council Agreement	Date of Recording	Effective Date	Contract Term	Restoration/Maintenance Estimate (over 10 yrs)
				Block and Lot						
1.	010-191-005	Esperanza Carmel Commercial, LLC	Sundial Lodge	Monte Verde 2 NE of 7th Block 74, Lots 18, 20 L'Auberge Carmel	2023015553	4/4/2023	5/23/2023	1/1/2023	1/1/2043	\$850,000
2.	010-193-010	Strom & Miller	Enoch A. Lewis House	Monte Verde 2 NE of 9 th Block 94, Lot 18	2022050874	11/3/2022	12/2/2022	1/1/2023	1/1/2043	\$182,450
3.	010-253-018	Ludwick	Frederick Ten Winkel House	SEC San Antonio & 4th Block: HH, Lot 28	2022050876	11/16/2022	12/2/2022	1/1/2023	1/1/2043	\$485,000
4.	010-055-021	Prentiss-Mermer	Marion Daniels Shand House	Vizcaino 12 SW of Mountain View Block: 102, Lot 12 & 13	2022050875	11/3/2022	12/2/2022	1/1/2023	1/1/2043	\$526,000
5.	010-286-015	Esperanza Carmel Commercial, LLC	Colonial Terrace Inn	NEC 13 th & San Antonio Block: Y, Lot: 7, 9, 10, 12, 14, 16 Colonial Terrace Inn/Carmel Beach Hotel & Spa	2022050873	11/3/2022	12/2/2022	1/1/2023	1/1/2043	\$3,545,959
6.	010-232-030	David DiGirolamo & Diana Morshead	Albert Henry Hill House	Lopez St 3 NW of 4 th Ave Block: LL, Lot: ¼ N. of 7 & 9	2020011244	11/4/2019	3/5/2020	1/1/2020	1/1/2040	\$1,471,272
7.	010-039-007	Sandra J. Markowski	Doll's House	NWC Santa Rita & Ocean Ave Block: 66, Lots: 2, 3, 4 (south part)	2017067462	12/5/2017	12/7/2017	1/1/2018	1/1/2038	\$183,450
8.	010-154-005	Scott and Robbin Lonergan	Lloyd C. Miller Cottage	NEC Dolores St & 12th Ave Block: 131, Lot: 14	2016069522	11/4/2016	11/16/2016	1/1/2017	1/1/2037	\$73,400
9.	010-115-006	Ken Rheume	Francis Whitaker Cottage	Vista Ave, 2 NW of Mission Ave Block: 4 ½, Lots: W. ½ of 17 & 19	2016069521	11/4/2016	11/16/2016	1/1/2017	1/1/2037	\$81,020
10.	010-165-015 / 010-165-015	Brad Slingerland and Anna Speers	Las Abuelas	NWC of Santa Lucia & San Carlos St Block: 143, Lots: 31, 33 and 35	2016069520	11/4/2016	11/16/2016	1/1/2017	1/1/2037	\$359,669
11.	010-164-001	The Sharon B. Holtkamp and Kenneth W. Holtkamp AB Living Trust	Ross E. Bonham House	SWC San Carlos St & 12th Ave Block: 137, Lot: 1	2016069519	11/4/2016	11/16/2016	1/1/2017	1/1/2037	\$257,200
12.*	010-041-001	Charles Whittington	Florence Lockwood Studio/House	SWC Ocean & Forest Ave Block: 83, Lot: 1	2014064199	12/8/2014	12/22/2014	1/1/2015	1/1/2035	\$45,250
13.*	009-164-008	Kim & Roy Sheingart	Kathryn Waite House	NEC Carpenter & 5th Block: 2A, Lot: 14	2013078015	8/6/2013	12/31/2013	1/1/2014	1/1/2034	\$123,500
14.*	010-287-006	Buff LaGrange	John Bathen House	2552 Santa Lucia Ave Block: Z, Lots: east part 14 & 16	2012062739	10/3/2012	10/12/2012	1/1/2013	1/1/2033	\$315,284
15.*	010-108-012	Stephanie Ager Kirz	Curtain Call	Junipero Ave, 2 NW of 3 rd Ave Block: 27 Lot: 15	2011066366	11/10/2011	11/18/2011	1/1/2012	1/1/2032	\$187,786

***NOTE: For these properties, a "pre" and "post" analysis was not able to be completed. The City was unable to obtain tax records prior to 2016 because they are not available to the public, so no "pre" numbers were available.**

RECORDING REQUESTED BY
CITY OF CARMEL-BY-THE-SEA

AND WHEN RECORDED MAIL TO

Carmel City Hall
Attn: Community Planning & Building
P.O. Box CC
Carmel-By-The-Sea, CA 93921

This space reserved for the Recorder’s use only

CITY OF CARMEL-BY-THE-SEA
MILLS ACT HISTORIC PROPERTY PRESERVATION CONTRACT

THIS AGREEMENT is made and entered by and between the CITY OF CARMEL-BY-THE-SEA a municipal corporation (hereinafter referred to as “City”), and **PROPERTY OWNER** (hereinafter referred to as “Owner”).

RECITALS

- (i) California Government Code Section 50280, et seq. (known as the Mills Act) authorizes cities to enter into contracts with the owners of qualified historic properties to provide for their appropriate use, maintenance and restoration such that these historic properties retain their historic characteristics;
- (ii) The Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at **ADDRESS** (APN: **123-456-789**), Carmel-By-The-Sea, California, (hereinafter referred to as the “Historic Property”). A legal description of the Historic Property is attached hereto, marked as “**Exhibit A**” and is incorporated herein by reference;
- (iii) The property is identified as a historic resource on the City of Carmel-By-The-Sea’s Historic Inventory and Register of Historic Resources and is further described in the DPR 523A Form attached hereto, marked as “**Exhibit B**” and is incorporated herein by reference;
- (iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, as it exists at the date of this contract and as described in the City’s Register of Historic Resources and the National Register of Historic Places, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

1. **INCORPORATION OF RECITALS.** All recitals are incorporated into this Agreement.
2. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective and commence on the date the Agreement is signed by the City, unless otherwise indicated by the County of Monterey, and shall remain in effect for a minimum term of ten (10) years thereafter.
3. **AUTOMATIC RENEWAL.** Each year, upon the anniversary of the effective date of this Agreement (hereinafter referred to as "annual renewal date"), one (1) year shall be added automatically to the term of this Agreement, unless timely notice of nonrenewal is given as provided in paragraph 4 of this Agreement. The total length of the contract shall not exceed twenty (20) years.
4. **NOTICE OF NONRENEWAL.** If City or Owner desires in any year not to renew this Agreement, that party shall serve written notice of nonrenewal in advance of the annual renewal date of this Agreement as follows: Owner must serve written notice of nonrenewal at least ninety (90) days prior to the annual renewal date; City must serve written notice of the nonrenewal at least sixty (60) days prior to the annual renewal date. If notice is not received, the Agreement shall automatically be renewed for another year. Upon receipt by Owner of a notice of nonrenewal from the City, Owner may make a written protest. At any time prior to the annual renewal date, City may withdraw its notice of nonrenewal.
5. **EFFECT OF NOTICE OF NONRENEWAL.** If either City or Owner serves timely notice of nonrenewal in any year, and this contract is not renewed, this Agreement shall remain in effect shall remain in effect for the balance of the period remaining since the original execution or the last annual renewal date.
6. **FEES.** The City may require that the Owner(s) of the Historic Property pay a fee that shall not exceed the reasonable cost of providing services, such as inspections, pursuant to Government Code Section 50281.1 (Article 12 of Chapter 1 of Part 1 of Division 1 of Title 5 of the Government Code), for which the fee is charged.
7. **VALUATION OF PROPERTY.** During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.
8. **PRESERVATION OF PROPERTY.** Owner shall preserve and maintain the characteristics of historical significance of the Historic Property and agrees to complete rehabilitation and/or maintenance activities as defined in the Rehabilitation/Restoration and Maintenance Plan attached as "Exhibit C". Requests for revisions to the Maintenance and

Rehabilitation plan shall be reviewed by the Historic Resources Board prior to implementation. In addition, Owner shall comply with the terms of the City's Historic Preservation Ordinance (CMC 17.32). Owners shall not be permitted to further impede any view corridor with any new structure, including but not limited to walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.

9. **RESTORATION OF PROPERTY.** Owner shall, where necessary, restore and rehabilitate the Historic Property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, U. S. Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and the City of Carmel-by-the-Sea, all as amended.
10. **INSPECTIONS.** Owner shall allow periodic examinations, at least every five (5) years, with reasonable notice thereof, of the interior and exterior of the Historic Property by representatives of the County of Monterey Assessor and the City of Carmel-By-The-Sea as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. The City will coordinate inspections by such other agencies that have jurisdiction and will keep them to the minimum necessary to determinate such compliance.
11. **PROVISION OF INFORMATION.** Owner shall furnish City with any and all information required by City, in order to determine the eligibility of the Historic Property, and that City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.
12. **ANNUAL REPORT.** Owner shall submit an annual report at least 90 days prior to each annual renewal date (October 1st) to the Department of Planning and Building specifying all work that has been done to maintain and preserve the historic resource over the preceding year in compliance with the approved maintenance plan.
13. **CANCELLATION.** The City has the right to cancel the contract if the owner allows the property to deteriorate to the point that it no longer meets the standards for a qualified historical property. The City also has the right to cancel this contract if the owner(s) breaches the provisions of paragraph's # 8, 9, 10 or 12 of this Agreement after the City has provided reasonable notice of any failure to comply with the agreement, and a public hearing. Notice of the hearing shall be mailed to the last known address of each owner of the property, with the notice conforming to the provisions of Government Code section 6061., If after notice and a hearing, the contract is cancelled, termination of the Agreement is immediate, and the owner shall pay a cancellation fee equal to 12.5 percent of the current fair market value of the property, as determined by the Monterey County Assessor as though the property were free of the contractual restriction. The cancellation fee shall be paid to the Assessor, at the time and in the manner that the Assessor shall prescribe. City's right to cancel this Agreement pursuant to this paragraph

shall in no way limit or restrict its rights or legal remedies arising from City's Historic Preservation Ordinance and Municipal Code.

14. **ENFORCEMENT OF AGREEMENT.** In lieu of and/or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement.
15. **WAIVER.** City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All remedies at law or in equity, which are not otherwise provided for this Agreement or in City's regulations governing historic properties are available to City to pursue in the event there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.
16. **BINDING EFFECT OF AGREEMENT.** Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. A successor in interest shall have the same rights and obligations under this Agreement as the original owner who executed the Agreement.
Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.
17. **NOTICE.** Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: Carmel-By-The-Sea
Community Planning & Building Department
Attn: Community Planning & Building Director
P.O. Box CC
Carmel-By-The-Sea, CA 93921

Owner: Name
 Address
 City, State, Zip

Notice to successors in interest to either party shall be sent to the appropriate address. In the case of future Owner(s) of the Historic Property, notice shall be sent to the address on file with the county property tax office in power at the time.

18. **RECORDATION.** No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Monterey. From and after the time of the recordation, this Agreement shall impart a notice thereof to all persons as is afforded under state law.
19. **STATE LAW.** The Owner or agent of Owner shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of the date of this Agreement.
20. **GOVERNING LAW; VENUE.** This Agreement shall be constructed and governed in accordance with the laws of the State of California. Should either party to this agreement bring legal action against the other, the case shall be handled in Monterey County, California and the party prevailing in such action shall be entitled to a reasonable attorney fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment together with all costs.
21. **AMENDMENTS.** This agreement may be amended in whole or in part, only by a written-recorded instrument executed by the parties hereto.
22. **DESTRUCTION OF PROPERTY; EMINENT DOMAIN; CANCELLATION.** If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be preplaced, this Agreement shall be cancelled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code Section 50286 shall be imposed if the Agreement is cancelled pursuant to this paragraph. Such Agreement shall be null and void for all purposes of determining the value of the property so acquired.
23. **INDEMNIFICATION.** Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any

federal, state or local government agency, arising out of or incident to the direct or indirect use, operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner’s activities in connection with the Historic Property; and (iii) any restriction on the use of development of the Historic Property, from application or enforcement of the City’s Municipal Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys’ fees, and related costs or expenses, and the reimbursement of the City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. Owner’s obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

24. **SEVERABILITY.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

IN WITNESS THEREOF, the City and Owners have executed this Agreement on the day and year written above.

CITY OF CARMEL-BY-THE-SEA:

By: _____ Date: _____

Name: Richard L. Rerig (“Chip”)
Title: City Administrator

PROPERTY OWNER(S):

By: _____ Date: _____

Name:
Title: Property Owner

By: _____ Date: _____

Name:
Title: Property Owner

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
DPR 523A FORM

EXHIBIT C
REHABILITATION/RESTORATION AND MAINTENANCE PLAN

Pre and Post Mills Act Contract Property Taxes by Property

APN	Property Owner	Historic Property Name	Mills Act Contract Effective Date	Taxes (2024-2025)	Taxes (2023-2024)	Taxes (2022-23)	Taxes (2021-22)	Taxes (2020-21)	Taxes (2019-20)	Taxes (2018-19)	Taxes (2017-18)	Taxes (2016-17)	% Change from last year of pre-contract to first year of post-contract	\$ Change from last year of pre-contract to first year of post-contract	Sale Date
010-191-005	Esperanza Carmel Commercial, LLC	Sundial Lodge (now, L'Auberge)	1/1/2023	\$141,962.00	\$146,113.80	\$143,248.84	\$145,254.04	\$72,522.94	\$75,229.84	\$72,775.50	\$70,477.20	\$69,511.30	-3%	N/A	1/10/2020
010-193-010	Strom & Miller	Enoch A. Lewis House	1/1/2023	\$5,561.00	\$4,640.00	\$18,205.36	\$17,848.40	\$17,665.40	\$17, 319.02	\$16, 979.46	\$16, 646.52	\$16, 320.14	-75%	(\$13,565.36)	12/17/2015
010-253-018	Ludwick	Frederick Ten Winkel House	1/1/2023	\$5,131.00	\$3,850.00	\$777.08	\$691.88	\$684.08	\$669.30	\$654.82	\$640.62	\$626.70	395%	\$3,072.92	12/3/2021
010-055-021	Prentiss-Mermer	Marion Daniels Shand House	1/1/2023	\$4,712.00	\$3,520.00	\$21,950.00	\$9,371.42	\$9,275.34	\$9,093.48	\$8,915.18	\$8,740.38	\$8,569.02	-84%	(\$18,430.00)	12/15/2021
010-286-015	Esperanza Carmel Commercial, LLC	Colonial Terrace Inn (now, Carmel Beach	1/1/2023	\$109,563.00	\$61,108.44	\$127,192.68	\$124,698.72	\$123,420.10	\$78,983.00	\$79,109.50	\$79,207.40	\$111,932.36	-52%	(\$66,084.24)	12/29/2019
010-232-030	David DiGirolamo & Diana Morshead	Albert Henry Hill House	1/1/2020	\$6,028.00	\$5,120.00	\$6,517.80	\$6,390.00	\$5,840.00	\$16,268.58	\$15,949.60	\$15,636.88	\$15,330.28	-64%	(\$10,428.58)	12/10/2015
010-039-007	Sandra J. Markowski	Doll's House	1/1/2018	\$4,484.00	\$3,040.00	\$4,240.00	\$3,930.00	\$2,560.00	\$2,400.00	\$2,400.00	\$5,673.23	\$5,562.02	-58%	(\$3,273.23)	4/24/2017
010-154-005	Scott and Robbin Lonergan	Lloyd C. Miller Cottage	1/1/2017	\$4,173.00	\$3,200.00	\$5,140.00	\$5,020.00	\$2,335.80	\$2,252.44	\$2,435.00	\$3,302.40	\$14,450.00	-77%	(\$11,147.60)	8/10/2015
010-115-006	Ken Rheaume	Francis Whitaker Cottage	1/1/2017	\$3,469.00	\$2,400.00	\$3,550.00	\$3,460.00	\$2,631.60	\$2,335.86	\$3,075.00	\$3,926.24	\$8,658.02	-55%	(\$4,731.78)	3/4/2016
010-165-044 / 010-165-015	Brad Slingerlend and Anna Speers	Las Abuelas	1/1/2017	\$29,521.00	\$6,800.00	\$8,370.00	\$7,500.00	\$6,058.80	N/A	\$6,079.20	\$33,048.00	\$1,565.00	-82%	(\$26,968.80)	APN 010-165-044 sold 08/30/2023. PRIOR APN 010-165-015 sold 05/12/016
010-164-001	The Sharon B. Holtkamp and Kenneth	Ross E. Bonham House	1/1/2017	\$5,800.00	\$4,800.00	\$6,250.00	\$5,480.00	\$2,740.00	\$2,502.72	\$3,400.00	\$4,318.21	\$796.72	-21%	(\$918.21)	2/10/2022
010-041-001	Charles Whittington	Florence Lockwood Studio/House	1/1/2015	\$3,707.00	\$2,650.00	\$4,394.00	\$4,340.00	\$1,690.00	\$1,401.52	\$2,028.78	\$1,989.00	\$1,950.00	N/A	N/A	4/23/2013
009-164-008	Kim & Roy Sheingart	Kathryn Waite House	1/1/2014	\$4,867.00	\$3,840.00	\$5,090.00	\$4,860.00	\$1,690.00	\$1,226.32	\$1,368.12	\$1,341.30	\$1,315.00	N/A	N/A	12/22/1992
010-287-006	Buff LaGrange	John Bathen House	1/1/2013	\$5,261.00	\$4,210.00	\$5,760.00	\$5,620.00	\$2,220.00	\$1,431.64	\$1,719.48	\$1,684.40	\$1,650.00	N/A	N/A	12/3/2003
010-108-012	Stephanie Ager Kirz	Curtain Call	1/1/2012	\$6,752.00	\$4,830.00	\$6,550.00	\$4,860.00	\$1,650.00	\$1,251.36	\$3,510.80	\$3,441.98	\$3,374.50	N/A	N/A	11/19/2010

-
- Property Tax PRE Mills Act Contract
-
- Property Tax POST Mills Act Contract
-
- NOTE: This property sold the the year before a Mills Act Contract was went into effect.

		TOTAL PROPERTY TAX COLLECTED			FULL DISTRIBUTION OF 1% PROPERTY TAX REVENUE																					ATTACHMENT 6		
2024-25 TAX YEAR WITH MILLS ACT ("Pre") vs. LAST TAX YEAR WITHOUT MILLS ACT ("Post")																												
	Historic Property Name	Tax Rate Pre Mills Act	Tax Rate Post Mills Act	Tax Rate Post Mills Act	Schools Pre Mills Act	Schools Post Mills Act	Schools Post Mills Act	City of Carmel by the Sea Pre Mills Act	City of Carmel by the Sea Post Mills Act	City of Carmel by the Sea Post Mills Act	Libraries Pre Mills Act	Libraries Post Mills Act	Libraries Post Mills Act	Water Resources Pre Mills Act	Water Resources Post Mills Act	Water Resources Post Mills Act	Successor Agencies Pre Mills Act	Successor Agencies Post Mills Act	Successor Agencies Post Mills Act	Special Districts Pre Mills Act	Special Districts Post Mills Act	Special Districts Post Mills Act	Monterey County Pre Mills Act	Monterey County Post Mills Act	Monterey County Post Mills Act			
		1%	1%	Difference	60%	60%	Difference	6%	6%	Difference	1%	1%	Difference	1%	1%	Difference	9%	9%	Difference	8%	8%	Difference	15%	15%	Difference			
1.*	Sundial Lodge	\$146,114	\$141,962	\$4,151.80	\$ 87,668.28	\$ 85,177.20	\$2,491.08	\$ 8,766.83	\$ 8,517.72	(\$249.11)	\$ 1,461.14	\$ 1,419.62	(\$41.52)	\$ 1,461.14	\$ 1,419.62	(\$41.52)	\$ 13,150.24	\$ 12,776.58	(\$373.66)	\$ 11,689.10	\$ 11,356.96	(\$332.14)	\$ 21,917.07	\$ 21,294.30	(\$622.77)			
2.	Enoch A. Lewis House	\$18,205	\$5,561	(\$12,644.36)	\$ 10,923.22	\$ 3,336.60	(\$7,586.62)	\$ 1,092.32	\$ 333.66	(\$758.66)	\$ 182.05	\$ 55.61	(\$126.44)	\$ 182.05	\$ 55.61	(\$126.44)	\$ 1,638.48	\$ 500.49	(\$1,137.99)	\$ 1,456.43	\$ 444.88	(\$1,011.55)	\$ 2,730.80	\$ 834.15	(\$1,896.65)			
3.	Frederick Ten Winkel House	\$777	\$5,131	\$4,353.92	\$ 466.25	\$ 3,078.60	\$2,612.35	\$ 46.62	\$ 307.86	\$261.24	\$ 7.77	\$ 51.31	\$43.54	\$ 7.77	\$ 51.31	\$43.54	\$ 69.94	\$ 461.79	\$391.85	\$ 62.17	\$ 410.48	\$348.31	\$ 116.56	\$ 769.65	\$653.09			
4.	Marion Daniels Shand House	\$21,950	\$4,712	(\$17,238.00)	\$ 13,170.00	\$ 2,827.20	(\$10,342.80)	\$ 1,317.00	\$ 282.72	(\$1,034.28)	\$ 219.50	\$ 47.12	(\$172.38)	\$ 219.50	\$ 47.12	(\$172.38)	\$ 1,975.50	\$ 424.08	(\$1,551.42)	\$ 1,756.00	\$ 376.96	(\$1,379.04)	\$ 3,292.50	\$ 706.80	(\$2,585.70)			
5.	Colonial Terrace Inn	\$127,193	\$109,563	(\$17,629.68)	\$ 76,315.61	\$ 65,737.80	(\$10,577.81)	\$ 7,631.56	\$ 6,573.78	(\$1,057.78)	\$ 1,271.93	\$ 1,095.63	(\$176.30)	\$ 1,271.93	\$ 1,095.63	(\$176.30)	\$ 11,447.34	\$ 9,860.67	(\$1,586.67)	\$ 10,175.41	\$ 8,765.04	(\$1,410.37)	\$ 19,078.90	\$ 16,434.45	(\$2,644.45)			
6.	Albert Henry Hill House	\$16,269	\$6,028	(\$10,240.58)	\$ 9,761.15	\$ 3,616.80	(\$6,144.35)	\$ 976.11	\$ 361.68	(\$614.43)	\$ 162.69	\$ 60.28	(\$102.41)	\$ 162.69	\$ 60.28	(\$102.41)	\$ 1,464.17	\$ 542.52	(\$921.65)	\$ 1,301.49	\$ 482.24	(\$819.25)	\$ 2,440.29	\$ 904.20	(\$1,536.09)			
7.	Doll's House	\$5,673	\$4,484	(\$1,189.23)	\$ 3,403.94	\$ 2,690.40	(\$713.54)	\$ 340.39	\$ 269.04	(\$71.35)	\$ 56.73	\$ 44.84	(\$11.89)	\$ 56.73	\$ 44.84	(\$11.89)	\$ 510.59	\$ 403.56	(\$107.03)	\$ 453.86	\$ 358.72	(\$95.14)	\$ 850.98	\$ 672.60	(\$178.38)			
8.	Lloyd C. Miller Cottage	\$14,450	\$4,173	(\$10,277.00)	\$ 8,670.00	\$ 2,503.80	(\$6,166.20)	\$ 867.00	\$ 250.38	(\$616.62)	\$ 144.50	\$ 41.73	(\$102.77)	\$ 144.50	\$ 41.73	(\$102.77)	\$ 1,300.50	\$ 375.57	(\$924.93)	\$ 1,156.00	\$ 333.84	(\$822.16)	\$ 2,167.50	\$ 625.95	(\$1,541.55)			
9.	Francis Whitaker	\$8,658	\$3,469	(\$5,189.02)	\$ 5,194.81	\$ 2,081.40	(\$3,113.41)	\$ 519.48	\$ 208.14	(\$311.34)	\$ 86.58	\$ 34.69	(\$51.89)	\$ 86.58	\$ 34.69	(\$51.89)	\$ 779.22	\$ 312.21	(\$467.01)	\$ 692.64	\$ 277.52	(\$415.12)	\$ 1,298.70	\$ 520.35	(\$778.35)			
10.	Las Abuelas	\$33,048	\$29,521	(\$3,527.00)	\$ 19,828.80	\$ 17,712.60	(\$2,116.20)	\$ 1,982.88	\$ 1,771.26	(\$211.62)	\$ 330.48	\$ 295.21	(\$35.27)	\$ 330.48	\$ 295.21	(\$35.27)	\$ 2,974.32	\$ 2,656.89	(\$317.43)	\$ 2,643.84	\$ 2,361.68	(\$282.16)	\$ 4,957.20	\$ 4,428.15	(\$529.05)			
11.	Ross E. Bonham House	\$4,318	\$5,800	\$1,481.79	\$ 2,590.93	\$ 3,480.00	\$889.07	\$ 259.09	\$ 348.00	\$88.91	\$ 43.18	\$ 58.00	\$14.82	\$ 43.18	\$ 58.00	\$14.82	\$ 388.64	\$ 522.00	\$133.36	\$ 345.46	\$ 464.00	\$118.54	\$ 647.73	\$ 870.00	\$222.27			
12.*	Florence Lockwood	\$0	\$0	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00			
13.*	Kathryn Waite House	\$0	\$0	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00			
14.*	John Bathen House	\$0	\$0	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00			
15.*	Curtain Call	\$0	\$0	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00			
TOTALS		\$412,185	\$260,122	(\$152,062.72)	\$ 237,992.98	\$ 192,242.40	(\$45,750.58)	\$ 23,799.30	\$ 19,224.24	(\$4,575.06)	\$ 3,966.55	\$ 3,204.04	(\$762.51)	\$ 3,966.55	\$ 3,204.04	(\$762.51)	\$ 35,698.95	\$ 28,836.36	(\$6,862.59)	\$ 31,732.40	\$ 25,632.32	(\$6,100.08)	\$ 59,498.24	\$ 48,060.60	(\$11,437.64)			



CITY OF CARMEL-BY-THE-SEA
City Council
Staff Report

October 6, 2025
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Mary Bilse, Environmental Programs Manager

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2025-086 Approving a Memorandum of Understanding with Monterey Regional Waste Management District, dBA ReGen Monterey, in support of Franchise Agreement Planning *(Estimated time - 20 min)*

RECOMMENDATION:

Adopt Resolution 2025-086 (**Attachment 1**) Approving a Memorandum of Understanding with Monterey Regional Waste Management District, dBA ReGen Monterey, in support of Franchise Agreement Planning.

BACKGROUND / SUMMARY:

The City of Carmel-by-the-Sea, like other cities in the region, maintains franchise agreements for the collection and handling of solid waste within its jurisdiction. In 2010, ReGen Monterey facilitated a competitive bid process for franchise agreements by hiring HF&H Consultants to lead the effort. HF&H subsequently issued a Request for Proposals (RFP) for curbside collection services covering the term from 2015 to 2025. As a result of that process, GreenWaste was selected to serve seven of ReGen Monterey's nine member agencies (excluding the City of Monterey and County of Monterey). The agreement term was later extended to 15 years, with the current expiration date set for 2030.

As the current contracts approach the end of their term, ReGen Monterey's Technical Advisory Committee (TAC) has formed a subcommittee to begin planning for the issuance of a new RFP for curbside collection services, or to explore a potential contract extension with the current provider.

For the seven participating member agencies, a unified regional approach to solid waste collection planning offers several benefits:

- Collaborative Framework and Governance
- Financial Benefits and Cost Efficiencies
- Expertise and Professional Support
- Operational and Service Advantages
- Administrative and Staffing Support
- Strategic and Long-Term Benefits
- Risk Mitigation and Quality Assurance

Consultant Selection Process and Recommendation

To support franchise planning efforts, four consulting firms were invited to submit proposals based on a defined scope of work. Each consultant was asked to provide hourly rates and estimated hours by task. ReGen Monterey received one complete proposal, with fee estimates, from HF&H Consultants.

A staff-led selection committee reviewed the HF&H proposal and found it to be comprehensive and fully aligned with the requested scope. The committee's recommendation to proceed with HF&H was reviewed and supported by the TAC subcommittee.

As part of their proposal, HF&H recommended engaging a third-party public opinion research firm to conduct a statistically valid survey of residential customers, using a survey instrument developed by HF&H. This effort is intended to support meaningful public and stakeholder engagement by assessing satisfaction with the current service provider and informing the development of next generation franchise agreements.

Planned engagement activities include:

- Statistically valid surveys of residential, commercial, and multi-family customers
- Virtual meetings with industry stakeholders
- Public presentations to member agency councils

Memorandum of Understanding

ReGen Monterey has drafted a Memorandum of Understanding (MOU) with its member agencies to facilitate reimbursement for franchise planning costs. The draft MOU was reviewed by legal counsel from each member agency, and their feedback has been incorporated into the final version, included as **Attachment 2**.

FISCAL IMPACT:

Costs for services provided under this MOU is proposed to be shared among

participating member agencies as outlined in Exhibit B of the agreement. Funding for the City's share of costs over the planning period is expected to be \$76,374. The contract ReGen will hold with the consultant is a "time and materials" contract and assumes all seven (7) participating member agencies see the process to the end. No immediate budget amendment is required at this time.

PRIOR CITY COUNCIL ACTION:

No Prior Council Action regarding this item.

ATTACHMENTS:

1. Resolution 2025-086
2. ReGen Franchise Planning Memorandum of Understanding

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

RESOLUTION NO. 2025-086

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN MONTEREY REGIONAL
WASTE MANAGEMENT DISTRICT (DBA REGEN MONTEREY) AND PARTICIPATING
MEMBER AGENCIES REGARDING ASSISTANCE WITH FRANCHISE AGREEMENT
MATTERS AND AUTHORIZING THE CITY TO EXECUTE THE MEMORANDUM OF
UNDERSTANDING**

WHEREAS, the City of Carmel-by-the-Sea (City) is a member agency of the Monterey Regional Waste Management District (dba ReGen Monterey); and,

WHEREAS, the City and other participating member agencies have existing solid waste franchise agreements that require administrative oversight and future planning; and,

WHEREAS, the participating member agencies and ReGen Monterey have determined that regional coordination and shared technical support will improve efficiency and service delivery; and,

WHEREAS, ReGen Monterey, through its Technical Advisory Committee and a working subcommittee, has developed a Memorandum of Understanding (MOU) outlining the scope of coordinated activities, cost sharing, and administrative procedures; and,

WHEREAS, the proposed MOU provides a voluntary framework for participating agencies to share costs and benefit from technical support provided by ReGen Monterey and its contractors, while retaining full authority over their own franchise agreements; and,

WHEREAS, participation in the MOU is in the best interest of the City of Carmel-by-the-Sea to ensure collaborative and cost-effective management of solid waste franchise matters.

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

- The City Council hereby approves the Memorandum of Understanding between the Monterey Regional Waste Management District (dba ReGen Monterey) and the participating member agencies regarding assistance with franchise agreement matters.
- The City Administrator is authorized to execute the MOU, including any future amendments to Exhibits A and B as contemplated by the terms of the MOU, provided such amendments do not materially increase the City's financial obligations without further Council approval.
- This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 6th day of October, 2025, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dale Byrne
Mayor

Nova Romero, MMC
City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT DBA
 REGEN MONTEREY AND ITS PARTICIPATING MEMBER AGENCIES
 REGARDING ASSISTANCE WITH
 FRANCHISE AGREEMENT MATTERS

This Memorandum of Understanding (“MOU”) is made and entered into as of the date of the signatures set forth below by and between the MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT DBA REGEN MONTEREY (“ReGen Monterey,” or “ReGen”), a California Garbage and Refuse Disposal District, and its participating member agencies the cities of CARMEL-BY-THE-SEA, DEL REY OAKS, MARINA, PACIFIC GROVE, SAND CITY, and SEASIDE; and the PEBBLE BEACH COMMUNITY SERVICES DISTRICT (“Participating Member Agencies”). Collectively these entities shall be known herein as “Parties” or individually as a “Party.”

Recitals

- A. The Participating Member Agencies have jurisdiction and authority to make adequate provisions for solid waste collection within their territories. The Participating Member Agencies have certain rights and interests related to administration and management of their existing franchise agreements, planning for future franchise agreements, and other matters within the Participating Member Agencies’ jurisdiction related to solid waste.
- B. The Participating Member Agencies have determined that it is in their best interest to coordinate some of these activities. This coordination is being facilitated by ReGen Monterey’s Technical Advisory Committee (TAC) through a subcommittee comprised of staff from each Participating Member Agency and ReGen.
- C. The Participating Member Agencies have further determined that ReGen Monterey has the expertise and resources necessary to support the Participating Member Agencies in their implementation of these activities and have now requested that ReGen incur costs to provide these activities.
- D. The Participating Member Agencies have agreed to reimburse the ReGen Monterey for proportionate shares of certain costs incurred by the ReGen for these activities.
- E. The form and content of this MOU have been presented to the TAC subcommittee, and the TAC subcommittee has recommended it for approval by the Parties.

NOW THEREFORE, in consideration of the mutual benefits to be derived by ReGen Monterey and the Participating Member Agencies, and of the promises contained in this MOU, the Parties agree as follows:

Section 1. Recitals: The recitals set forth above are incorporated into this MOU.

Section 2. Purpose: The purpose of this MOU is to provide a structure for the Participating Member Agencies to authorize ReGen Monterey to perform certain activities to support the Participating Member Agencies' in their administration and management of their existing franchise agreements, plan for future franchise agreements, and implement other matters within the Participating Member Agencies' jurisdiction related to solid waste ("Coordination Activities"), and reimburse ReGen for such Coordination Activities it performs.

Section 3. Voluntary: This MOU is voluntarily entered into by the Parties for the purpose of coordinating the Coordination Activities.

Section 4. Term: This MOU shall become effective on the date of its full execution by the Parties and shall remain in effect until the services are completed, or it is earlier terminated in accordance with Section 8 of this Agreement.

Section 5. Scope of Work, Costs & Cost Sharing: The scope of work for the Coordination Activities, and associated costs, are set out in Exhibit A, entitled Detailed Activities and Costs, attached hereto and incorporated herein. Allocation of such costs to the Participating Member Agencies is set out in Exhibit B, entitled Participating Member Agencies' Annual Proportionate Shares and Costs, attached hereto and incorporated herein.

No later than March 1 of each year, and at such other times as directed by the Parties, the TAC subcommittee shall meet to consider and, if deemed necessary, recommend modifications to Exhibits A and B; subject to approval of such modified Exhibits A and B by ReGen Monterey and each Participating Member Agency, this MOU shall be deemed amended to incorporate such modified Exhibits A and B.

Section 6. ReGen Monterey Agrees:

(a) ReGen staff will manage the Coordination Activities as identified in Exhibit A, which activities may include contracting with third party vendors when reasonably necessary and paying those vendors for contracted costs.

(b) Two times per year, on dates to be determined by the TAC subcommittee, ReGen will invoice Participating Member Agencies for each Participating Member Agency's proportionate share of estimated costs as shown in Exhibit B with each invoice to be fifty percent (50%) of the Participating Member Agency's estimated share of costs.

(c) ReGen Monterey will maintain an accounting of activities and actual incurred costs and provide reconciliation of payments annually. Differences between estimated costs and actual incurred costs will result in either: 1) an adjustment made to the final annual payment for each Participating Member Agency, or 2) such cost difference shall be incorporated into the subsequent year cost allocation.

Section 7. The Participating Member Agencies Agree:

(a) To reimburse ReGen Monterey for all expenses incurred by ReGen under this MOU in accordance with each Participating Member Agency's proportionate share as shown on Exhibit B.

(b) To make a full-faith effort to cooperate with one another and with ReGen Monterey to achieve the purposes of this MOU by providing information, reviewing information in a timely manner, and informing their respective administration and governing bodies.

Section 8. Early Termination. Any Party may terminate its participation in this MOU effective at the conclusion of a phase of work (as described in Exhibit A) upon giving written notice to the other Parties. Within ten (10) days following a Party's termination date, such party shall pay ReGen all charges then due and payable and shall pay when determined any additional charges in effect prior to their termination date, that shall later come due under the MOU, as provided in and subject to the limits set out in Exhibits A and B. The costs for the scope of work occurring after the effective date of any such early termination shall be reallocated among the remaining Participating Member Agencies and this MOU shall be deemed amended to incorporate such reallocation in Exhibit B.

Section 9. General Provisions.

(a) This MOU is binding and for the benefit of the respective successors, heirs, and assigns of each Party; provided however, no Participating Member Agency may assign its respective rights or obligations under this MOU without the prior written consent of ReGen Monterey.

(b) This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. The Parties agree that the jurisdiction and venue of any dispute between the Parties will be the Superior Court of California of the County of Monterey.

(c) If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

(d) Waiver by the any Party to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

(e) This MOU may be executed in any number of counterparts, each of which is an original but all of which taken together will constitute one and the same instrument, provided, however, that such counterparts have been delivered to all parties to this MOU. A signature delivered on any counterpart by electronic means will for all purposes be deemed to be an original signature to this MOU. The term "electronic means" means one that is executed by applying an electronic signature using technology mutually acceptable to the Parties.

(f) All parties acknowledge they have been represented, or have had the opportunity to be represented, by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU will be construed according to its fair language. Any ambiguities will be resolved in a collaborative manner by the Parties and must be rectified by amending this MOU.

(g) This MOU supersedes and replaces all prior MOUs between the Parties hereto relating to the subject matter of this MOU.

(h) Nothing in this MOU may be construed as giving a Party the right or ability to bind the other Party and nothing in this MOU may be construed to create any joint liability with regard to, or as a result of, the activities undertaken by the other Party or its agents. All officers, directors, employees, representatives, and agents of a Party will remain the officers, directors, employees, representatives, and agents of that Party and will be subject to the laws, procedures, rules, and policies governing such Party.

(i) Nothing herein may be considered as creating any rights and/or obligations by any of the Parties to this MOU to any third parties, beyond those otherwise required and established by law.

(j) Each entity signing below warrants and represents that it has the power, authority and right to act on behalf of its Party and to bind its Party in accordance with this MOU.

(k) From time to time, by mutual agreement, the Parties may reopen, in whole or in part, elements of this MOU, including modifying the member agencies participating in the MOU if approved by each Participating Member Agency. Except as provided in Section 5 above, this MOU may not be changed, modified, or amended, in whole or in part, except in a writing signed by an authorized representative of each Party.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the date of their respective signatures.

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT dba REGEN MONTEREY

By: _____ DATE: _____

APPROVED AS TO FORM:

CITY OF CARMEL-BY-THE-SEA

By: _____ DATE: _____

APPROVED AS TO FORM:

CITY OF DEL REY OAKS

By: _____ DATE: _____

APPROVED AS TO FORM:

CITY OF MARINA

By: _____ DATE: _____

APPROVED AS TO FORM:

CITY OF PACIFIC GROVE

By: _____ DATE: _____

APPROVED AS TO FORM:

SAND CITY

By: _____ DATE: _____

APPROVED AS TO FORM:

CITY OF SEASIDE

By: _____ DATE: _____

APPROVED AS TO FORM:

PEBBLE BEACH COMMUNITY SERVICES DISTRICT

By: _____ DATE: _____

APPROVED AS TO FORM:

EXHIBIT A

DETAILED ACTIVITIES & COSTS

Scope of Work

ReGen Monterey, through its own forces or through retention of third-party consultants, will perform the following Coordination Activities:

1. Support Participating Member Agencies' Development of Next Generation of Franchise Agreements. The scope generally includes the following phases, and is described in more detail in the HF&H proposal dated March 26, 2025:

Phase 1.	Public and Stakeholder Engagement
Phase 2.	Solicitation Document Design and Drafting
Phase 3.	RFP Process Support
Phase 4.	Negotiations
2. Other Support Tasks as Assigned by the Participating Member Agencies. Such tasks may include retention of a third-party consultant to perform a survey(s).

Except as expressly provided above, all activities related to administration and management of Participating Member Agency franchise agreements and other tasks within the jurisdiction of the Participating Member Agency remain with the Participating Member Agency.

Estimated Costs

The not to exceed budget for the Coordination Activities is \$534,620. The estimated fees per phase is summarized below, and is described in more detail in the HF&H proposal dated March 26, 2025:

Phase 1.	\$122,840 + \$35,000 (third-party survey consultant)
Phase 2.	\$102,310
Phase 3.	\$161,120
Phase 4.	\$108,500

The above is an estimate of the costs to provide the Coordination Activities per Phase; actual costs may vary based on level of effort required, change in assumptions, change in requested scope, significant and unanticipated issues or concerns, and other factors. Notwithstanding the foregoing, HF&H shall not incur time or expense that exceeds the specified not to exceed amount without the prior written approval of ReGen, which ReGen shall not grant without the prior written approval of the Parties.

As provided in Section 5 of the MOU, no later than March 1 of each year, and at such other times as directed by the Parties, the TAC subcommittee shall meet to consider and, if deemed necessary, recommend modifications to this Exhibit A, including establishing a budget for services in each Fiscal Year.

ReGen will submit invoices to the Participating Member Agencies on an annual basis (or more frequently, if requested) to reimburse ReGen for the Participating Member Agency's proportionate share of the actual cost of services incurred under this MOU in the invoice period. Participating Member Agencies shall endeavor to make payment within forty-five (45) days after receipt of the invoice.

EXHIBIT B**PARTICIPATING MEMBER AGENCIES'
PROPORTIONATE SHARES & COSTS**

	% of Total	Per Agency Estimated Total Cost
Carmel-by-the-Sea	14.29%	\$76,374
Del Rey Oaks	14.29%	\$76,374
Marina	14.29%	\$76,374
Pacific Grove	14.29%	\$76,374
Pebble Beach CSD	14.29%	\$76,374
Sand City	14.29%	\$76,374
Seaside	14.29%	\$76,374
TOTAL	100%	\$534,618



HF&H Consultants

590 Ygnacio Valley Rd. Suite 105
Walnut Creek, CA 94596
Phone: (925) 977-6950
Web: hfh-consultants.com

March 26, 2025

Zoë Shoats
Director of Communications
ReGen Monterey
14201 Del Monte Blvd
Salinas, CA 93908

Sent via email

Subject: Proposal to Support Collection Franchise Planning

Dear Zoë Shoats,

HF&H Consultants, LLC (HF&H) is pleased to present this proposal to the Monterey Regional Waste Management District (ReGen) to assist in the development of the next generation solid waste collection franchise agreement for ReGen and its member agencies. This will be a multi-year project between now and the end of the franchise agreement, including multiple phases that have been detailed in our scope of work below.

Scope of Work

This scope of work outlines the tasks and activities for a comprehensive collection services planning project, divided into four phases: Public and Stakeholder Engagement, Solicitation Document Design and Drafting, RFP Process Support, and Negotiations. Each phase is carefully designed to support the goals of ReGen and its member agencies as they consider their next generation franchise agreement.

PHASE 1: PUBLIC & STAKEHOLDER ENGAGEMENT

During Phase 1, HF&H will support ReGen and its member agencies in the performance of public and stakeholder engagement related to the next generation franchise agreement. The goal of this phase of the project is to gather sufficient information from the public and stakeholders to inform decision-making about: 1) the extent of cooperation among the member agencies in the upcoming contracting process; and, 2) whether the member agencies intend to negotiate extended or restated contracts with their existing service providers or issue a competitive Request for Proposals (RFP) to choose the new provider. This will include conducting the following activities:

1. Member Agency Staff – HF&H will meet monthly with ReGen’s subcommittee that has been formed for the purpose of the next generation franchise agreement project. HF&H will prepare agendas for these meetings, facilitate the meetings, and provide meeting summaries with action items following each meeting. These meetings will be used to work through high level decisions like process, schedule, involved parties, etc., and will also be used to discuss the work conducted under this project with the members of the subcommittee who we understand will steer this effort. This task is assumed to cover the



period from May 2025 through March 2026. We assume that eight of these 10 meetings will be virtual.

2. Residential Customers – HF&H will develop a survey instrument to use in gathering input about services, affordability, and satisfaction from residential customers throughout the service area. HF&H strongly recommends that the surveys be conducted by a third-party public opinion survey firm in a statistically valid manner, and HF&H has not included the cost of that third party in our proposal. If that option is not selected, HF&H recommends that each member agency promote an online survey through newsletters, email lists, and other methods available to them to encourage participation. It may also be possible to request that the current haulers promote the survey through bill inserts. HF&H has not included any budget for promoting the survey nor coordinating with parties that do. HF&H has budgeted up to 40 hours of in-person intercept surveying using that same survey instrument at locations throughout the service area identified by ReGen staff and/or the subcommittee members.
3. Commercial & Multi-Family Customers – HF&H will participate in up to eight in-person meetings with commercial and multi-family customer groups to make a presentation and solicit their input on service needs, affordability, and satisfaction. These customers are less likely to participate in surveys and their feedback tends to be more nuanced and specific to their business type. This in-person approach will facilitate a more candid and nuanced understanding of the needs. HF&H assumes that the same presentation can be used in each meeting, with only updates to the name of the group and the date of the meeting needed.
4. Industry Stakeholders – HF&H will facilitate a series of virtual meetings with up to six industry stakeholders that could provide services under the next generation franchise agreement. These industry stakeholder meetings are intended to offer the subcommittee an opportunity to meet potential future service providers and understand their experience, service options, and innovative approaches. These meetings would include the two incumbent service providers as well as up to four additional interested parties.
5. Report Out to City Councils – Following the engagement work performed in this Phase 1, HF&H will prepare and present to the subcommittee a PowerPoint style presentation that documents the results of the engagement with each group of stakeholders, identifies potential services and contract terms to include in the next generation franchise agreement, and identifies datapoints that may inform a decision on whether to negotiate with the existing provider(s) or conduct a competitive RFP process. HF&H will consider feedback from the subcommittee regarding the presentation and will make one round of revisions to the presentation before finalizing it. This presentation will then be used to discuss the RFP or negotiate policy question with the ReGen Board of Directors and subsequently each member agency's City Council. HF&H assumes that the subcommittee will make a staff-level recommendation regarding whether to negotiate or use a competitive process and that recommendation would be included in the presentations to the elected bodies. HF&H assumes that each agency will only require one meeting for this presentation. If additional meetings or analysis are required for a specific agency, HF&H recommends that agency contracts separately with HF&H for those services.

PHASE 2: SOLICITATION DOCUMENT DESIGN & DRAFTING

During Phase 2 of this project, HF&H will support ReGen and its member agencies in the design and drafting of the next generation franchise agreement model and the request document sent to potential proposers. The specifics of this task, including the extent of



changes to the agreement and whether it will be solicited on a sole-source or competitive basis will be largely determined in Phase 1. As such, the scope of this task is defined broadly and flexibly to allow the project to follow the direction of the elected bodies. This phase of the project will include the following tasks:

1. Subcommittee Meetings – HF&H will meet monthly with ReGen’s subcommittee that has been formed for the purpose of the next generation franchise agreement project. HF&H will prepare agendas for these meetings, facilitate the meetings, and provide meeting summaries with action items following each meeting. These meetings will be used to work through detailed design and drafting issues and will also be used to discuss the work conducted under this project with the members of the subcommittee who we understand will steer this effort. This task is assumed to cover the period from April 2026 through December 2026. We assume that eight of these 10 meetings will be virtual.
2. Update Model Franchise Agreement – HF&H will prepare an updated franchise agreement model document that will combine the current GreenWaste Recovery base agreement with all amendments that have been negotiated to date (mostly including SB 1383). We will also address new issues that have been included in modern franchise agreements, including the handling of zero emission vehicles, extended producer responsibility programs, and modernized approaches for customer service and outreach. Finally, we will incorporate changes to programs and contract terms that are requested by consensus in the subcommittee’s design discussions or that have been directed in the City Council discussions had in Phase 1. HF&H will provide a draft of this agreement to the subcommittee for review and comments. HF&H anticipates that each agency will prepare their own set of comments and that the comments from each agency will be consolidated and non-conflicting. HF&H will discuss these comments with the subcommittee at a monthly meeting to review consensus comments and attempt to reconcile comments from multiple parties that may be in conflict. Each agency will be responsible for reviewing and providing data on agency-specific needs, contract terms, and services.
3. Draft Solicitation Document – HF&H will prepare a document to solicit proposal(s) from either the existing provider (i.e., a “mini-RFP”) or from a competitive field (i.e., a traditional RFP like was done in 2012/13). The document will present the current and desired services for each participating agency, proposal format and content requirements, and evaluation criteria. The solicitation document will be developed based on the direction received in Phase 1 and from the subcommittee. HF&H will provide a draft of this agreement to the subcommittee for review and comments. HF&H anticipates that each agency will prepare their own set of comments and that the comments from each agency will be consolidated and non-conflicting. HF&H will discuss these comments with the subcommittee at a monthly meeting to review consensus comments and to attempt to reconcile comments from multiple parties that may be in conflict. Each agency will be responsible for reviewing and providing data on agency-specific needs, contract terms, and services.
4. Presentation to Participating Agency City Councils – Once the solicitation document and draft agreements have been finalized, HF&H will prepare a model presentation for each of the participating agencies to use with their City Council to inform them about the new franchise agreement, describe the process being used to solicit proposals, and preview any changes in services. HF&H anticipates that each agency will make this presentation as an informational item for their City Council. If an agency would like HF&H to present



the information to their City Council, HF&H would contract separately with each agency that desires that service.

PHASE 3: RFP PROCESS SUPPORT

During Phase 3 of this project, HF&H will support ReGen and its member agencies in the process of issuing the mini-RFP document, as determined in Phase 1 and developed in Phase 2, managing the process for proposer(s) to prepare their response, and conducting the initial review of proposals received. The level of effort budgeted for this task assumes a competitive RFP and the receipt and evaluation of up to four collection proposals. If the decision in Phase 1 is to conduct a sole-source negotiation with the existing service provider, this budget will need to be revised to reflect the lower level of effort associated with reviewing fewer companies' proposals. This phase of the project will include:

1. Subcommittee Meetings – HF&H will meet monthly with ReGen's subcommittee that has been formed for the purpose of the next generation franchise agreement project. HF&H will prepare agendas for these meetings, facilitate the meetings, and provide meeting summaries with action items following each meeting. These meetings will be used to discuss the work conducted under this project with the members of the subcommittee who we understand will steer this effort. This task is assumed to cover the period from January 2027 through June 2027. We assume that four of these six meetings will be virtual.
2. Issue RFP – In the event of a competitive RFP, HF&H will develop a dedicated RFP website to house the RFP documents and manage communication with proposers. HF&H will post all of the final documents to that site. HF&H will advertise the RFP process to the industry stakeholders engaged in Phase 1, HF&H's list of over 150 interested parties in RFP processes, and will post the RFP notice to industry email groups and associations to ensure all interested parties are aware of it. In the event of a sole-source process, the documents will simply be emailed directly to the company's key representatives.
3. Pre-Proposal Meeting – HF&H will facilitate an in-person pre-proposal meeting at ReGen's offices. This meeting will include a presentation to the proposers outlining the requirements and timelines of the RFP process. The meeting would also, ideally, include a tour or site walk of the ReGen hauling yard so that non-incumbent providers understand the extent of the facilities available to them.
4. Manage Proposer Q&A – HF&H will facilitate the questions and answers with proposers during the RFP process. HF&H anticipates up to 50 questions from proposers about the scope, process, facilities, customer profiles, programs, billing terms, etc., that are included in the RFP and franchise agreement. This is a normal part of the RFP process that is important for ensuring their understanding and receiving the best possible proposals. HF&H anticipates that ReGen staff will be available to support responses related to ReGen facilities and that member agency staff will be available to support responses related to agency-specific services.
5. Initial Proposal Evaluation – HF&H will conduct an initial evaluation of the proposals received to ensure completeness and compliance with the requirements of the RFP. This review will simply identify any areas of the required proposal(s) that were missing and will produce a recommendation for the subcommittee about which proposals to: 1) accept; 2) accept with certain required corrections; or, 3) reject as non-compliant.
6. Technical Review – HF&H will perform an initial technical review of each of the received proposals. HF&H will prepare a high level summary of each proposal's technical approach to be used in briefing the subcommittee and later to present information to City Councils.



HF&H will also prepare clarification and interview questions resulting from the review of the technical proposals.

7. **Cost Review** – HF&H will perform an initial review of the cost proposals received. This review will include a mathematical accuracy and logical consistency check as well as benchmarking the proposal against current service costs and other proposals received in the region through other RFPs. HF&H will prepare a high level summary of each proposal's costs to be used in briefing the subcommittee and later to present information to the City Councils. HF&H will also prepare clarification and interview questions resulting from the review of the cost proposals.
8. **Contract Exception Review** – HF&H will perform a review of the contract term exceptions proposed by each of the respondents. This review will include assessing the number and nature of the exceptions as well as assessing the likelihood of successful negotiations with each proposer. This task will produce an "exceptions digest" that will be used as a tool both for briefing the subcommittee and in the negotiations process with the successful proposer.
9. **Proposer Interviews** – HF&H will facilitate interviews with each proposer at the ReGen offices or some other location on the Peninsula provided by ReGen or one of the participating agencies. HF&H anticipates that all interviews will be conducted over two consecutive days and that each interview will be approximately 90 minutes in duration, in addition to pre- and post- meetings with the subcommittee to prepare for and debrief the interviews. Following the final interview, HF&H will facilitate a meeting of the subcommittee to make a recommendation on which proposer(s) to enter into negotiations with. HF&H will not make a recommendation but will help to facilitate the subcommittee's evaluation and recommendation.

PHASE 4: NEGOTIATIONS

During Phase 4 of this project, HF&H will support ReGen and its member agencies in the negotiation of the final model franchise agreement with the selected provider. This proposal assumes that only one company will be included in the final negotiations. If the subcommittee determines that parallel negotiations with more than one proposer are appropriate, this budget will need to be amended to reflect the additional time required for the additional negotiation. This phase of the project will include the following tasks:

1. **Subcommittee Meetings** – HF&H will meet monthly with ReGen's subcommittee that has been formed for the purpose of the next generation franchise agreement project. HF&H will prepare agendas for these meetings, facilitate the meetings, and provide meeting summaries with action items following each meeting. These meetings will be used to discuss the work conducted under this project with the members of the subcommittee who we understand will steer this effort. This task is assumed to cover the period from July 2027 through December 2027. We assume that four of these six meetings will be virtual.
2. **Group Negotiations** – HF&H will lead the negotiations with the selected proposer, though we assume participation by a portion of the subcommittee that is identified as the negotiation team. These negotiations will be focused on achieving agreement on all common business terms, scope items, and compensation issues. These negotiations will not include issues that are unique to one or two agencies – such negotiations should be performed following the group negotiations and would be performed under a separate scope of work and budget from this task. HF&H assumes that there will be a total of four negotiations sessions, all in-person hosted somewhere on the Monterey Peninsula by



ReGen or one of the member agencies. HF&H will prepare for and facilitate the negotiations, draft revisions to the contract based on those negotiations, and manage changes to the cost proposals resulting from the negotiations. HF&H will brief the subcommittee through the meetings performed under this phase. HF&H will produce a final model franchise agreement for execution by each agency, subject to any agency-specific negotiations that need to be conducted related to agency-specific rates or services.

3. Presentation to Elected Bodies – HF&H will prepare a model presentation for use in presenting the recommendation for award of the franchise agreement to the various elected bodies. HF&H assumes that the subcommittee will preview the presentation at a subcommittee meeting and will provide feedback and requests for edits at that meeting. HF&H will finalize the presentation based on that feedback and will then make the presentation to the ReGen Board of Directors. HF&H will provide that presentation to each of the member agencies who may choose to present the recommendation to their city council or engage HF&H separately to support them in making that presentation.

Budget

The proposed budget for this project is \$499,620, as detailed in the fee estimate on the following page. Hourly rates for professional and administrative personnel through December 31, 2025 are outlined in Attachment A and will increase by three percent on January 1 of each subsequent year.



Figure 1. Fee Estimate

		Executive	Sr Project Manager	Sr Associate	Sr Associate	Associate	Administrative	Total Hours	Proposed Cost
		\$365	\$315	\$250	\$240	\$200	\$170		
Phase 1	Public & Stakeholder Engagement								
1a	SubCommittee Meetings	40	0	64	0	0	0	104	\$30,600
1b	Residential Surveys	4	0	54	24	30	0	112	\$26,720
1c	Commercial & MFD Surveys	4	0	40	8	0	0	52	\$13,380
1d	Industry Stakeholders	8	0	16	0	0	0	24	\$6,920
1e	Report & Revise	16	4	24	8	0	4	56	\$15,700
1f	Present to Elected Bodies	48	0	48	0	0	0	96	\$29,520
	Task 1	120	4	246	40	30	4	444	\$122,840
Phase 2	Solicitation Design & Drafting								
2a	SubCommittee Meetings	40	40	0	0	0	0	80	\$27,200
2b	Update Model Franchise	8	56	24	0	60	0	148	\$38,560
2c	Prepare Solicitation Document	8	44	24	0	24	12	112	\$29,620
2d	Presentation to City Councils	2	8	12	0	0	4	26	\$6,930
	Task 2	58	148	60	0	84	16	366	\$102,310
Phase 3	RFP Process Support								
3a	SubCommittee Meetings	28	28	0	0	0	0	56	\$19,040
3b	Issue RFP	0	2	0	0	4	4	10	\$2,110
3c	Pre-Proposal Meeting	6	8	4	0	0	4	22	\$6,390
3d	Proposer Q&A	6	18	12	0	12	8	56	\$14,620
3e	Initial Proposal Evaluation	4	16	8	0	24	0	52	\$13,300
3f	Technical Review	16	48	32	0	16	8	120	\$33,520
3g	Cost Review	8	56	0	40	0	0	104	\$30,160
3h	Contract Exceptions Review	8	40	24	0	40	0	112	\$29,520
3i	Proposer Interview(s)	16	16	2	0	2	4	40	\$12,460
	Task 3	92	232	82	40	98	28	572	\$161,120
Phase 4	Negotiations								
4a	SubCommittee Meetings	28	28	0	0	0	0	56	\$19,040
4b	Group Negotiations	48	112	60	0	60	0	280	\$79,800
4c	Presentation to Elected Bodies	8	12	0	0	8	8	36	\$9,660
	Task 4	84	152	60	0	68	8	372	\$108,500
Total Costs									
Labor		354	536	448	80	280	56	1,754	\$494,770
Out-of-Pocket Expenses									\$4,850
Total Budget									\$499,620

In the event that the total proposed budget is more than is required to perform the work, HF&H will bill ReGen the lesser amount. If it appears that more hours or expenses will be required than have been estimated here, HF&H will work with ReGen staff to determine the appropriate way to meet that need, which may include assignment of tasks to ReGen staff or adjustment to the budget.



Zoë Shoats
March 26, 2025
Page 8 of 8

* * * * *

HF&H appreciates this opportunity to be of service to ReGen and its member agencies and we look forward to starting work as soon as we receive your authorization to proceed. Should you have any questions or comments, please do not hesitate to contact me directly at (925) 977-6959 or rchilton@hfh-consultants.com.

Sincerely,
HF&H Consultants, LLC

A handwritten signature in black ink, appearing to read 'Rob Hilton', written over a horizontal line.

Rob Hilton
President

Attachment A – Standard Hourly Rates and Billing Arrangements



Attachment A: Standard Hourly Rates and Billing Arrangements

(Effective January 1, 2025)

PROFESSIONAL FEES

Hourly rates for professional and administrative personnel are as follows:

Position	Rate
Executive	\$330 - \$365
Senior Project Manager	\$305 - \$325
Project Manager	\$275 - \$285
Senior Associate	\$225 - \$270
Associate Analyst	\$185 - \$205
Assistant Analyst	\$160 - \$180
Administrative Staff	\$135 - \$170

DIRECT EXPENSES

Standard charges for common direct expenses are as follows:

Automobile Travel.....	Prevailing IRS mileage rate
Airfare and Public Transit.....	Actual Cost

BILLING POLICIES

Our policy is to bill for our services based on the standard hourly rates of the staff member assigned, multiplied by the time required to perform the client-related tasks, plus the direct expenses as described above. In implementing this policy, we adhere to the following practices:

- It is our standard practice to e-mail invoices to our clients, although hard copies of invoices can be sent to clients on request.
- We round to the nearest one-quarter hour (e.g., if two hours and 55 minutes are spent on a task, it is recorded as three hours, if two hours and 5 minutes are spent on a task, it is recorded as two hours). A minimum charge of one-quarter hour is charged for any client work performed in a day.
- We do not markup out-of-pocket expenses; however, we may charge administrative or professional time related to the provision of the goods and services associated with these charges.
- If subcontractors are used, HF&H reserves the right to charge a 10% markup.
- Mileage fees are based on the round-trip distance from the point of origin.
- If a client's change to a previously scheduled meeting results in penalties being assessed by a third party (e.g., airline cancellation fee), then the client will bear the cost of these penalties.



Attachment A: Standard Hourly Rates and Billing Arrangements

(Effective January 1, 2025)

While no minimum fee for a consulting engagement has been established, it is unlikely (given the nature of our services) that we can gain an understanding of a client's particular requirement, identify alternatives, and recommend a solution in less than twenty-four consulting hours.

INSURANCE

We maintain the following policies of insurance with carriers doing business in California:

- Commercial General Liability Insurance (\$2,000,000 Occurrence/\$4,000,000 Aggregate)
- Workers' Compensation (\$1,000,000)
- Professional Liability Insurance (\$2,000,000 Occurrence/\$2,000,000 Aggregate)
- Hired and Non-Owned Auto Liability¹ (\$2,000,000)
- Umbrella Liability (\$3,000,000 Occurrence/\$3,000,000 Aggregate)
- Cyber Liability (\$1,000,000 Each Claim)

All costs incurred in complying with additional coverages or limits (excluding additional insured and waiver of subrogation endorsements) become the responsibility of the client and are not included in the fees for services or direct charges but are billed in addition to the contract at cost, plus any professional or administrative fees.

INVOICES AND PAYMENT FOR SERVICES

Our time reporting and billing system has certain standard formats that are designed to provide our clients with a detailed invoice of the time and charges associated with their engagement and we typically discuss these with our clients at our kick-off meeting. We are also pleased to provide our clients with a custom invoice format, but we will have to bill the client for time spent conforming our invoices to their unique requirements.

Billings for professional services and charges are submitted every month, in order that our clients can more closely monitor our services.

¹ HF&H Consultants does not own any company automobiles.

Benefits of Regional Solid Waste Franchise Collection Planning

Complied by ReGen Monterey

Collaborative Framework & Governance

- **Unified Regional Model:** Creates a platform where all member agencies work together toward consistent, efficient solid waste collection services while maintaining positions for local community needs and priorities
- **Strengthened Negotiating Position:** Collective bargaining power increases leverage with haulers, resulting in better contract terms, service levels, and pricing than individual agencies could achieve alone
- **Shared Decision-Making:** Establishes a process where all agencies have input on service standards, performance metrics, and contract specifications

Financial Benefits & Cost Efficiencies

- **Equitable Cost-Sharing:** Pooled funding split evenly among participating agencies reflects shared value while keeping individual costs manageable and predictable
- **Economies of Scale:** Larger service areas and combined tonnage volumes enable more competitive pricing and reduced per-unit costs for residents and businesses
- **Reduced Administrative Costs:** Eliminates duplicative procurement processes, legal reviews, and contract management expenses across multiple agencies
- **Shared Infrastructure Benefits:** Agencies selecting common haulers benefit from shared facilities like truck yards, and maintenance facilities, improving operational efficiency

Expertise & Professional Support

- **Shared Consultant Access:** Single expert consultant provides informed, professional guidance for complex negotiations while avoiding duplicative consulting costs across agencies
- **Specialized Knowledge:** Access to industry expertise in waste management trends, regulatory compliance, and best practices that individual agencies might not afford independently
- **Consistent Contract Standards:** Professional oversight ensures uniform service quality standards, performance metrics, and accountability measures across the region

Operational & Service Advantages

- **Optimized Route Efficiency:** Coordinated service areas enable more efficient routing, reducing truck traffic, emissions, and wear on local roads

- **Standardized Service Levels:** Consistent collection schedules, container standards, and customer service protocols create predictable experiences for residents
- **Enhanced Service Quality:** Larger contracts attract more qualified haulers and enable investment in newer, cleaner equipment and technology
- **Improved Emergency Response:** Coordinated backup coverage and resource sharing during equipment failures or natural disasters

Administrative & Staffing Support

- **Addresses Limited Staff Capacity:** Some agencies lack in-house expertise or dedicated time to manage complex franchise negotiations independently
- **Streamlined Procurement:** Single coordinated process reduces administrative burden on individual agency staff while maintaining competitive bidding
- **Ongoing Contract Management:** Shared oversight of performance monitoring, complaint resolution, and contract compliance reduces individual agency workload
- **ReGen's Coordination Role:** Leverages ReGen's established success in regional coordination (demonstrated through SB 1383 compliance support) to provide administrative backbone without becoming a contracting party

Strategic & Long-Term Benefits

- **Regional Consistency:** Creates a uniform waste management approach that supports regional sustainability goals and reduces confusion for multi-jurisdictional businesses
- **Enhanced Compliance Support:** Coordinated approach better positions agencies to meet evolving state regulations like SB 1383 and future environmental mandates
- **Market Stability:** Larger, longer-term contracts provide haulers with business certainty, encouraging investment in improved services and equipment
- **Future Adaptability:** Regional framework enables coordinated responses to emerging waste management challenges, technology advances, and regulatory changes

Risk Mitigation & Quality Assurance

- **Reduced Procurement Risk:** Shared expertise and resources minimize the risk of flawed contract terms or inadequate service specifications
- **Performance Accountability:** Coordinated oversight creates stronger enforcement mechanisms and faster resolution of service issues
- **Financial Security:** Larger contracts with established haulers reduce risk of service disruptions due to contractor financial instability
- **Legal Protection:** Shared legal review and contract development provides stronger protection against disputes and ensures compliance with procurement laws