



## **Carmel Public Library Foundation Memorandum**

**To:** Carmel-by-the-Sea Mayor and City Council Members

**From:** Marci Meaux and Alexandra Fallon

**Date:** March 11, 2025

**Subject:** Carmel Public Library Foundation (Foundation) & City of Carmel by-the-Sea (City)  
Harrison Memorial Library Centennial Restoration Agreement

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Following the February 4th City Council meeting, where revisions to the agreement were directed based on the City Attorney's concerns, we received an updated version and have carefully reviewed it. Our attorney, Brian Call, has been working with the City's attorney, Brian Pierik, to address these revisions and craft a response that fosters a fair and mutually acceptable resolution.

The Centennial Restoration of Carmel's Harrison Memorial Library is governed by principles grounded in the philanthropic heritage of the historic 1928 Maybeck and Murphy Building:

**I. Privately Funded:** Architectural design, engineering, construction, physical accessibility, seismic upgrades, technology, furnishings, and signage will all be paid for through the major Centennial Fundraising Campaign undertaken by the Carmel Public Library Foundation. The estimated project cost, including the contingency, is \$17.5 million.

**II. Community-Based:** Project leadership is community-based in a private/public partnership with the City, beginning with the formation in 2024 of the Architect Selection Committee chaired by Lacy Williams Buck and Marci Meaux. The distinguished architect selected for this prestigious assignment is Moore Ruble Yudell Architects. Buzz Yudell is a long-time Carmel resident and homeowner.

**III. Faithfulness to Architectural Preservation and the Spirit of Carmel:** From the beginning of the Architect Selection Process, the project has been defined by fidelity to the preservation and historical ethos that has given Carmel much of its character and distinctiveness.

**IV. Highly Participatory:** Carmel's Harrison Memorial Library is an iconic community asset and a beloved institution. The design process will be highly inclusive, with major community input sought and incorporated during the initial schematic design phase.

**V. Timeliness:** The Centennial Restoration is urgent, with the need for this major undertaking having built up over the last quarter-century. The Carmel Public Library Foundation is committed to having the work completed within the Library's Centennial Year, ending December 31, 2028.

Two key tenets remain central to this agreement:

1. **Partnership with the City** – Collaboration is essential to ensuring the success of this project. A shared commitment between the City and the Foundation will help achieve an outcome the community can take pride in. In response to concerns regarding the Project Executive Committee, we have removed references to a joint committee. Instead, we propose that the City Council establish an ad-hoc committee composed of two appointed council members. The ad-hoc committee members can then join committees established by the Foundation in order that the City and the Foundation can establish effective communication as they proceed as partners to achieve the goals of the Project.
2. **Funding Model** – CPLF will hold the funds and pay invoices. To address the City's concern about avoiding any unnecessary disputes regarding contractors' invoices possibly leading to legal action, we have formalized the process that invoices certified as payable by the City Finance Director will be paid by CPLF. During the construction phase, the architect will also certify that work meets specifications, and the City Finance Director will certify that payment is due—at which point CPLF will process the payment. We acknowledge the City's concerns and believe this structure represents a significant concession by CPLF to provide assurance regarding invoice payments.

**Revisions Based on City Council's Motion:**

- **Project Executive Committee Eliminated** – To address concerns related to governance, CPLF will instead form internal committees as needed, while the City will appoint an ad hoc committee composed of two Council Members to facilitate coordination and cooperation.
- **Mutual Approval on Key Decisions** – CPLF and the City will have joint approval authority over design, design modifications, and contracts with the architect and construction contractor.
- **Funding Commitments & Payment Process** – CPLF will acknowledge that funds have been raised prior to the start of each phase and, as expressed above, will pay invoices as due following certification by the City Finance Director. During construction, the architect will certify that work meets specifications, after which the City Finance Director will confirm payment is due—at which point CPLF will process the payment.
- **Contingency & Cost Overruns** – A construction contingency will be set at 15%, with CPLF committing to cover this amount if needed. Any cost overruns are subject to review and approval by the City and the CPLF. Approved cost overruns can be allocated between the City and CPLF at the time of a cost overrun approval. With best practices contract management and thorough pre-construction due diligence, the likelihood of

cost overruns that would exceed the 15% contingency should be minimal to non-existent.

- **Contractual & Regulatory Compliance** – All processes will adhere to state law, City Municipal Code, and oversight by relevant City boards and commissions.
- **City Fees & Agreement Terms** – The City will cover all application and permitting fees. The provision allowing the City to terminate the agreement without cause has necessarily been removed.

We greatly appreciate your thoughtful engagement and our historic partnership and look forward to finalizing an agreement that upholds our shared commitment to restoring Harrison Memorial Library by its centennial in 1928.