



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

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

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

CITY COUNCIL SPECIAL MEETING Monday, March 3, 2025 4:30 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 using the Zoom teleconference module, provided that there is access to Zoom during the meeting. Zoom comments will be taken after the in-person comments. The public can also email comments to cityclerk@ci.carmel.ca.us. Comments must be received at least 2 hours before the meeting in order to be provided to the legislative body. Comments received after that time and up to the beginning of the meeting will be made part of the record.

Tour Time - 3:30 PM

TOUR OF INSPECTION

Prior to calling the meeting to order, the Board/Commission will conduct an on-site tour of inspection of the properties listed on the agenda and the public is welcome to join. After the tour is complete, the Board/Commission will begin the meeting in the City Council Chambers no earlier than the time noted on the agenda.

- A. Southwest Corner of Santa Rita and 1st Street, Carmel (PERM EN 250005 - Salehi)
- B. Santa Lucia Avenue, 2 Northeast of Scenic, Carmel (APP 25-032 - Jensen)

CALL TO ORDER AND ROLL CALL - 4:30 PM

PUBLIC APPEARANCES

Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public

Appearances. Each person's comments shall be limited to 3 minutes, or as otherwise established by the Chair. Persons are not required to provide their names, however, it is helpful for speakers to state their names so they may be identified in the minutes of the meeting. Under the Brown Act, public comment for matters on the agenda must relate to that agenda item and public comments for matters not on the agenda must relate to the subject matter jurisdiction of this legislative body. If a member of the public attending the meeting remotely violates the Brown Act by failing to comply with these requirements of the Brown Act, then that speaker will be muted.

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, Board or Commission or the public may ask that any items be considered individually for purposes of Council, Board or Commission discussion and/ or for public comment. Unless that is done, one motion may be used to adopt all recommended actions.

1. February 3 & 10, 2025, Special Meeting Minutes and February 4, 2025, Regular Meeting Minutes
2. January 2025 Monthly Reports
3. January 2025 Check Register Summary
4. Resolution 2025-020 Amending City Council appointments to the Monterey Salinas Transit (MST) Board of Directors, and the Transportation Agency of Monterey County (TAMC) Board of Directors
5. Resolution 2025-021, authorizing the serving of alcohol on public property, and the erection of tents on public property for the Carmel Culinary Week
6. Resolution 2025-022, authorizing the serving of alcohol and public property for the Carmel Public Library Foundation's Donor Salute event Sunday, March 9, 2025 and the Sterling Circle event, Sunday, June 8, 2025

ORDERS OF BUSINESS

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

1. Receive Presentation from the Carmel Area Wastewater District on the Scenic Road Pipeline Replacement Project and Authorize Issuance of an Encroachment Permit with Special Conditions of Approval (Estimated time - 10 min)
2. Resolution 2025-023, authorizing the City Administrator to execute a Professional Services Agreement with Moffatt & Nichol, Inc. for coastal engineering and environmental services related to the Carmel Beach Coastal Protection and Access Improvement Projects, with a not-to-exceed budget of \$399,013 (Estimated time - 15 min)
3. Resolution 2025-024, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Advance Design Consultants, Inc. for Electric Panel Upgrades and Electric Vehicle Charging related projects, for a not-to-exceed fee of \$58,020 (Estimated time - 15 min)
4. Resolution 2025-025, Adopting Policy 2025-01 "Social Media Policy" establishing guidelines and procedures for the City's participation in social media and authorizing the City Administrator to administer the City's social media program (Estimated time - 20 min)

5. Discuss City Policy C89-02: City Council Meetings/Orders of Council/Agenda Packets/Minutes of Meeting and Agenda Distribution and provide direction to City Administrator (Estimated time - 15 min)

CLOSED SESSION

- A. Public Employee Performance Evaluation pursuant to Government Code Section 54957;
Title: City Administrator
- B. Public Employee Performance Evaluation pursuant to Government Code Section 54957;
Title: City Attorney
- C. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6:
Agency Designated Representatives: City Attorney Brian Pierik, Assistant City Administrator Brandon Swanson, Senior HR Analyst Marisa Bermudez, Police Commander Todd Trayer, and Police Chief Paul Tomasi
Employee Organization: Carmel Fire Ambulance Association

ADJOURNMENT

4. Correspondence Received After Agenda Posting
5. Presentations received after agenda posting

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

SPECIAL NOTICES TO PUBLIC

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



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

March 3, 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: February 3 & 10, 2025, Special Meeting Minutes and February 4, 2025, Regular Meeting Minutes

RECOMMENDATION:

Approve Draft Minutes.

BACKGROUND/SUMMARY:

The City Council routinely approves minutes of its meetings.

FISCAL IMPACT:

None.

PRIOR CITY COUNCIL ACTION:

None

ATTACHMENTS:

- Attachment 1) February 3, 2025, Special Meeting Minutes
- Attachment 2) February 4, 2025, Regular Meeting Minutes
- Attachment 3) February 10, 2025, Special Meeting Minutes

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

SPECIAL MEETING MINUTES

Monday, February 3, 2025

CALL TO ORDER AND ROLL CALL

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

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

EXTRAORDINARY BUSINESS

City Administrator Rerig announced that the city is preparing for this week's storms.

A. Presentation on Fire Preparedness in the Village

City staff, including the Police Chief, Fire Chief, Interim Public Works Director, City Forester, Building Official, and Assistant City Administrator, provided a joint presentation on the City's emergency preparedness and response. The presentation covered preparedness, response, recovery, and mitigation efforts, including training, planning, equipment, emergency operations, communication methods, evacuation routes, temporary assistance centers, wildfire resilience, and the county evacuation map.

Public comment:

Carolyn Hardy

Donna Manning

Linda Calafiore

Chris Hardy

No name

Laura Bolling

Maryann Schicketanz

Karen Ferlito

Laurie Flanagan

Council received the presentation and engaged in discussion. Councilmember Baron suggested considering the entire village as a high-fire severity zone, not just the Pescadero and MTNP areas. He proposed a future discussion on fire inspections for private properties, particularly for second homeowners who may not be available to schedule them. He also recommended exploring ways to protect local fire insurance policies.

PUBLIC APPEARANCES

Maryann Schicketanz
Karen Ferlito
Cindy Lloyd

ORDERS OF BUSINESS

A. Discuss City Policy C89-02: City Council Meetings/Orders of Council/Agenda Packets/Minutes of Meeting and Agenda Distribution and provide direction to City Administrator - ***Item continued to March 3, 2025***

Mayor Byrne said that due to the lateness of the meeting, and this item is not time sensitive, he requested to continue this to the March agenda and received no objections from Council. Item continued to March.

CONSENT AGENDA

The consent agenda items were approved with one vote.

Motion by Councilmember Buder to approve consent agenda items 1-7, seconded by Councilmember Dramov, and approved 5-0-0-0 by the following roll call vote:

AYES: Councilmembers Baron, Buder, Delves, Dramov, and Mayor Byrne

NOES: None

ABSENT: None

ABSTAIN: None

Item 1 - January 7 & 13, 2025, Special Meeting Minutes and January 14, 2025, Regular Meeting Minutes - ***Approved 5-0-0-0***

Item 2 - December 2024 Monthly Reports - ***Approved, 5-0-0-0***

Item 3 - December 2024 Check Register Summary - ***Approved 5-0-0-0***

Item 4 - Resolution 2025-09 rescinding and replacing Resolution 2024-094, authorizing the City Administrator to establish and adopt the new class specification and salary schedule of Library Associate, adopt revisions to the current Librarian I and II classes and new salary schedules in accordance with Municipal Code 2.52.590(B) - ***Approved 5-0-0-0***

Item 5 - Resolution 2025-010 authorizing the consumption of alcohol at the Farmers' Market Third Thursday events in 2025 - ***Approved 5-0-0-0***

Item 6 - Resolution 2025-011, authorizing the serving of alcohol on public property, and the erection of tents on public property for the Carmel Art Festival - ***Approved 5-0-0-0***

Item 7 - Resolution 2025-012 Authorizing a refund of Design Study application fees, associated with DS 24-331 (Susko), in the amount of \$1,869.75 to Holdren Lietzke Architecture - **Approved 5-0-0-0**

RECESS

Council took a recess at 6:08 p.m. and resumed the meeting at 6:20 pm.

ORDERS OF BUSINESS

Item 8 - Resolution 2025-013 receiving the Annual Comprehensive Financial Report (ACFR) for the fiscal year ending June 30, 2024

Finance Manager Jayme Fields provided a brief overview of the Annual Comprehensive Financial Report (ACFR) and introduced Sheldon Chavan from Chavan and Associates LLP, who conducted the City's annual audit. He summarized the findings of the audit to Council.

Councilmember Dramov asked about conducting a real estate appraisal of the Flanders Mansion and Scout House to better assess the City's net position. City Administrator Rerig agreed to explore the feasibility and noted that an appraisal may involve costs.

Public comment:

None

Motion by Mayor Pro Tem Delves to adopt Resolution 2025-013, formally accepting the ACFR for fiscal year ending June 30, 2024, with corrections to typographical errors in the transmittal letter, 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 9 - Resolution 2025-014 for a Professional Services Agreement with Conti, LLC, with a not to exceed value of \$110,543, to complete Audio/Visual upgrades to the Council Chambers

Assistant City Administrator Swanson presented a request for additional funding and an agreement with Conti LLC to upgrade the audio-visual equipment and renovate the dais in the Council Chambers.

Public comment:

None

Council thanked Mr. Swanson and IT Director Joel Staker for taking on this project for much needed upgrades.

Motion by Councilmember Dramov to adopt Resolution 2025-014 to enter into an agreement with Conti LLC for audio visual upgrades to the Council Chambers, 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

Item 10 - Discussion on establishing a Financial Stewardship Workgroup and an Emergency Preparedness Workgroup

City Administrator Rerig outlined the proposed composition, purpose, and potential discussion topics for a Financial Stewardship Workgroup.

Mayor Byrne proposed creating a Financial Stewardship Ad Hoc Committee for six months to evaluate the best structure for a long-term standing committee. Mayor Pro Tem Delves supported the idea, emphasizing the need for greater public engagement, policy review, and clearer budget presentation. Mayor Byrne recommended appointing Mayor Pro Tem Delves and Councilmember Buder to the committee.

Councilmember Baron expressed hesitation about forming a Financial Stewardship ad hoc committee at this time, preferring to wait until new Councilmembers experience the current budget process. He also sought clarification on the role of a future standing committee and stressed that it should focus on reporting improvements rather than auditing or directing staff.

Councilmember Buder supported the ad hoc committee, citing the value of subcommittees conducting research and making recommendations. Councilmember Dramov welcomed the financial expertise of new Councilmembers and saw potential benefits in a standing committee.

Public Comment: None.

City Administrator Rerig advised against forming an Emergency Preparedness Working Group, as professional staff already coordinate efforts through multi-agency mutual aid and volunteer groups like CERT. The Council unanimously agreed. Councilmember Buder noted the need to reconcile the City's wildfire protection plan with design guidelines, as current policies conflict.

Motion by Councilmember Dramov to establish a Financial Stewardship ad hoc committee, consisting of Mayor Pro Tem Delves and Councilmember Buder, for 6 months to review financial policies and processes and present its findings and recommendations to the City Council at the end of the 6 months. Motion 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

CLOSED SESSION

Mayor Byrne read the closed session title.

A. Public Employee Performance Evaluation pursuant to Government Code Section 54957;

Title: City Administrator

Public comment: none

ADJOURNMENT

Council adjourned to closed session at 7:42 PM.

APPROVED:

ATTEST:

Dale Byrne, Mayor

Nova Romero, MMC, City Clerk

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

REGULAR MEETING MINUTES

Tuesday, February 4, 2025

CALL TO ORDER AND ROLL CALL

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

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

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Delves led the pledge of allegiance.

EXTRAORDINARY BUSINESS

A. Carmel High School Report Out

3 CHS students spoke about the Sports Medicine program.

B. Introduction of New City Employees

SR HR Analyst Marisa Bermudez introduced several new employees hired by the City.

C. Non-Profit Spotlight - Harmony at Home

Julianne Leavy, President and CEO of Harmony and Home gave a presentation on her non-profit's mission, which aims to break cycles of violence and abuse by equipping children, young adults, and families with the skills and confidence to lead healthy lives.

PUBLIC APPEARANCES

Cindy Lloyd

Nancy Twomey

Laura Bolling

Robert Knight

No name

Lydia Morell

Ian Martin

Victoria Beach

Evan Russell

Melanie Billig

Craig Rose

ANNOUNCEMENTS

A. City Administrator - reminded everyone there is a Special City Council meeting next Monday, February 10th on the Police Building Project. He said that Council will have a Strategic Planning Workshop on February 27th and addressing public comments, mentioned that Flanders Mansion is one of the priorities that will be discussed.

B. City Attorney - no announcements.

C. Councilmember Buder – reported that the Affordable Housing Alternatives (AHA) Group and the City are working on amending the City’s Housing Element and there are opportunities for volunteers to help with this.

Councilmember Dramov - announced that the Robinson Jeffers Tor House was designated as a national historic landmark, and there will be a ceremony to celebrate this designation in May.

Mayor Byrne – announced he and Mr. Rerig will be attending an annual County legislative update with the Board of Supervisors, State and Federal elected officials.

ORDERS OF BUSINESS

Mayor Byrne requested to move up items #5 and #6 to the beginning of the meeting.

Item 5 - Resolution 2025-019 ratifying appointments to the Planning Commission, and Forest and Beach Commission

City Clerk Romero summarized the item, outlining the Boards and Commissions recruitment process. Mayor Byrne shared his interview experience and thanked all applicants. He then introduced Neal Rutta and Mel Ahlborn, the top candidates for the Forest and Beach Commission and Planning Commission, respectively.

Public Comment: None

Motion by Councilmember Dramov, to adopt Resolution 2025-019 ratifying appointments to the Planning Commission, and Forest and Beach Commission, 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 6 - Discussion of Draft Agreement with Carmel Public Library Foundation Regarding Harrison Memorial Library Centennial Restoration and Request for Direction

City Attorney Pierik presented the item, summarizing the Carmel Public Library Foundation (CPLF)'s draft agreement and potential risks for the City. He offered alternative agreement language to minimize risk and advised that the Council could provide specific direction to staff on contract negotiations with the CPLF.

Council took a recess at 6:39 p.m., and resumed the meeting at 6:52 p.m.

CPLF Chair Marci Mo and CPLF Executive Director Alexandra Fallon spoke in favor of the proposed agreement on behalf of the Foundation. CPLF Attorney Brian Call stated that the proposed contract had undergone at least four iterations before reaching the final version presented to the Council and requested Council approval.

Public Comment:

Lettie Bennett
Polly Osborn
Susan Prest
Pam Nyman
Lacy Williams
Erik Dyar
Helen Wolf
Ken Cranstone
Cindy Lloyd
Alexandra Fallon
Jackie Henning
Susan Galvan
Kent Seavey
Carolyn Hardy
Nancy Twomey
Mary Smith

Council expressed gratitude for CPLF's support of the Library renovation project while discussing concerns about the proposed agreement. Councilmember Buder supported the project but stressed the need to protect the City legally. Mayor Pro Tem Delves suggested a joint venture where the City cedes some control in exchange for funding, proposing an oversight committee and a joint bank account with dual signatures.

Councilmember Dramov voiced support for a legally protective agreement ensuring the City retains final authority. Councilmember Baron agreed the City could cede some power but cautioned against delegating too much authority, emphasizing compliance with state laws. Mayor Byrne supported the project and suggested Library Director Ashlee Wright be on the oversight committee.

Council unanimously agreed on prioritization the project, acknowledging time sensitivity and the need for a City-weighted oversight committee due to legal constraints. City Attorney Pierik requested clarification on funding, contingencies, and committee composition before negotiating with CPLF's attorney. Councilmember Buder proposed a 25% contingency, with any excess costs split 50/50 between the City and CPLF.

Councilmember Buder made a motion directing City staff to return with an amended agreement between the City and the CPLF that includes the following:

- **The Project Executive Committee will consist of three city-appointed and two CPLF-appointed members, with specific member composition to be determined.**
- **The CPLF will have mutual approval on key decisions, as outlined in the City Attorney's presentation: Design, Changes in Design, Contract with Architect, Contract with Construction Contractor, Notice Inviting Bids, Award of Contract for Construction (Lowest Responsible Bidder), Phases for Construction Work if found feasible by Architect.**
- **Deposits will be made into a segregated City bank account in advance of each phase, with funds coming from the CPLF.**
- **The contingency amount will be 25% of the anticipated cost.**
- **Cost overruns exceeding the contingency will be shared 50/50 between the City and CPLF.**
- **Recitals will be included that the contract processes will conform with state law, City Municipal Code and Policies, as well as the processes of the Library Board of Trustees, Planning Commission, Historic Resources Board.**
- **The Project Executive Committee will provide opportunities for community input.**
- **The parties agree to comply with applicable laws and in the event the parties come to a disagreement the matter will be resolved under state law.**

The motion also confirms that City staff will prioritize the project and ensure adherence to the Library Master Plan. Motion seconded by Mayor Pro Tem Delves, and approved 5-0-0, 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 break at 8:55 p.m. and returned at 9:07 p.m.

Mayor Byrne suggested that Items #2 and #3 be continued to March due to the lateness of the meeting.

Public Comment:

Brian Sours

Motion by Mayor Pro Tem Delves to continue agenda items #2 and #3, and JB seconded.

Motion approved 5-0-0 by the following roll call vote:

AYES: Councilmembers Baron, Buder, Delves, Dramov, and Mayor Byrne

NOES: None

ABSENT: None

ABSTAIN: None

Item 2 - Resolution 2025-016, authorizing the City Administrator to execute a Professional Services Agreement with Moffatt & Nichol, Inc. for coastal engineering and environmental services related to the Carmel Beach Coastal Protection and Access Improvement Projects, with a not-to-exceed budget of \$399,013 - ***Item continued to March, 2025***

Item 3 - Resolution 2025-017, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Advance Design Consultants, Inc. for Electric Panel Upgrades and Electric Vehicle Charging related projects, for a not-to-exceed fee of \$58,020 - ***Item continued to March, 2025***

Item 4 - Resolution 2025-018, authorizing the City Administrator to execute Amendment No. 3 to the Professional Services Agreement (PSA) with AUSONIO, INC. for Project Management Services for a fee increase of \$50,000 and a not-to-exceed fee of \$175,000 for Fiscal Year 2024/25

Project Manager Javier Hernandez presented a summary of the ongoing projects managed by Ausonio. He outlined the additional funds required to complete these projects and pay Ausonio for work already completed.

Public Comment:

None

Mayor Byrne stated that the city is currently exploring alternative solutions to the elevator project at the Sunset Center and proposed that the elevator project be removed from Ausonio's list and that the proposed budget increase be reduced by \$20,000 to reflect this change.

Motion by Mayor Pro Tem Delves to adopt Resolution 2025-018, approving Amendment No. 3 to the agreement with Ausonio Inc. for Project Management Services, with the amendment to the Resolution that the increase be \$30,000 instead of \$50,000, seconded by Mayor Byrne, and approved 4-1-0-0, by the following roll call vote:

AYES: Councilmembers Baron, Buder, Delves, and Mayor Byrne

NOES: Councilmember Dramov

ABSENT: None

ABSTAIN: None

Item 1 - Receive the Ad Hoc Committee report from staff and provide direction regarding the future of the Flock camera system, and consider adoption of Resolution 2025-015 authorizing the City Administrator to execute a modified agreement with Flock Safety Group Inc. for the continued use of Automated License Plate Reader (ALPR) technology, with provisions for the new number of cameras leased, and language added to the agreement that protects the privacy of Carmel-by-the-Sea residents, in an amount not to exceed \$30,000 over two years

Chief Tomasi presented on the item and summarized the Flock Camera Ad Hoc Committee's recommendations resulting from several community meetings. He requested further direction from the Council. Councilmember Dramov, a former member of the Flock Camera Ad Hoc Committee, also gave a presentation on Flock.

Public Comment:

Nancy Twomey
Ian Martin
Victoria Beach
Michael McWalters
Christy Hollenbeck

Commander Trayer shared his experience using Flock cameras in San Jose. The Council voiced a preference for retaining the existing 6 "wing" cameras and supplementing them with only a few more cameras placed at city entry/exit points to cover other perimeter areas. Council expressed concerns about Flock Camera Group's reputation brought up by members of the public and discussed exploring other vendors. The Council concurred with Chief Tomasi's recommendation that the Police Department incorporate the efficacy and utilization of the ALPR cameras into their annual report.

Motion by Mayor Pro Tem Delves adopt Resolution 2025-015 to execute a modified agreement with Flock Safety Group for the continued lease of the existing 6 “wing” cameras for 2 years, with an option to add up to 6 more perimeter cameras in the future, adding language to the agreement to protect the privacy of residents, and directing staff to research other ALPR companies over the next 2 years to explore alternative vendors, seconded by Councilmember Dramov, and approved 4-1-0-0, by the following roll call vote:
AYES: Councilmembers Buder, Delves, Dramov, and Mayor Byrne
NOES: Councilmember Baron
ABSENT: None
ABSTAIN: None

FUTURE AGENDA ITEMS

None

ADJOURNMENT

Meeting adjourned at 10:51 p.m.

APPROVED:

ATTEST:

Dale Byrne, Mayor

Nova Romero, MMC, City Clerk

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

SPECIAL MEETING MINUTES

Monday, February 10, 2025

CALL TO ORDER AND ROLL CALL

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

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

ORDERS OF BUSINESS

Item 1 - Receive status report and provide policy guidance on the Carmel Police Department Project

Police Chief Tomasi gave a presentation summarizing the following:

Project Background & History:

- The Police Department building was deemed not historic in 2017 but is due for re-evaluation.
- Previous architect Kassavan's plans were developed in 2017 but put on hold during COVID in 2020.

Project Objectives:

- Upgrade police and public works facilities to meet legal codes, ensure safety, and accommodate current and future community needs.

Key Policy Considerations:

- Confirm or amend previous Council guidance.
- Define functional needs for Police and Public Works.
- Determine necessary repairs and code upgrades.

Council Policy Questions:

- Should current project plans be revised?
- Should the scope address only immediate needs or allow for future expansion?
- Is further justification needed for the Police/Public Works analysis?
- Does Council need a detailed review of building deficiencies and compliance issues?

Chief Tomasi highlighted urgent safety and structural issues with the outdated police building, emphasizing that it is beyond repair and requires immediate action. He noted that the 2023 conditions assessment identified major structural and functional deficiencies. He urged the Council to provide clear direction on next steps to address these concerns.

Public Comment:

Safwat Malek, local architect with Enviro, presented his designs for renovation of the police building

Ken White

Rich Pepe

Cynthia Williams

Andi Carr

Hugo Ferlito

Joe DiNucci

Maryann Schickentanz

Amy Lind

Greg Johnson

Al Saroyan

Christy Hollenbeck

Councilmember Baron noted that in 2017 the police department project lacked direction and was led by an inexperienced architect. He added that last year, the Council changed direction and prioritized rebuilding on the existing site and changed directions to the new architect, Indigo+Hammond, to design plans that integrate the current structure while adhering to city guidelines for views, open space, and a campus-like design. He reiterated that only remodeling on the current site has been explored as an option. He proposed evaluating a smaller new building by removing features like the firing range, to allow for a fair comparison.

Councilmember Dramov thanked local Architect Safwat Malek for presenting draft plans and expressed a preference for his proposal over continuing with Indigo's plans. She stressed the need to focus on financing and supported a phased approach to minimize disruptions.

Councilmember Buder said that the issue is complicated and requires a structured decision-making process, including:

1. Whether the facility will house only the Police Department or also Public Works (PW).
2. Plans for the PW yard.
3. Essential vs. optional facility components.
4. Budget constraints and funding options.
5. Whether to renovate or completely rebuild.

He stressed the importance of exploring funding sources, considering debt service projections, and potentially issuing bonds to fund a long-term solution. Mayor Pro Tem Delves agreed, stating that the primary options are a major remodel or a full rebuild—neither of which will be inexpensive. He emphasized the need to determine funding limits and explore municipal financing options, and suggested evaluating city-owned properties, such as the Vista Lobos building, to determine if relocation of Public Works offices would free up current building space for the Police Department's needs.

Mayor Byrne asked what temporary solutions, such as a building for evidence storage and security improvements, could be implemented. He requested that the City Administrator and

Police Chief identify the most essential public safety upgrades and work on finding immediate solutions to the most urgent safety and operational concerns. City Administrator Rerig noted that \$2.5 million is available in the budget for urgent repairs or temporary measures. Mayor Byrne also shared that Congressman Panetta may be able to secure federal funding for the project if "shovel-ready" plans are prepared.

City Administrator Rerig asked the Council if they would like to hold a special meeting to review the police needs analysis, including space requirements and cost estimates, and refine the list accordingly. The Council agreed to schedule a follow-up meeting to:

- Review and compare the needs analysis with the architect's floor area estimates and costs.
- Determine if any elements can be adjusted to reduce the overall size and cost of the project.
- Consider renaming the project as the *Police and Public Works Building Project* to reflect its broader scope.

ADJOURNMENT

Meeting adjourned at 7:06 pm.

APPROVED:

ATTEST:

Dale Byrne, Mayor

Nova Romero, MMC, City Clerk



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

March 3, 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: January 2025 Monthly Reports

RECOMMENDATION:

Review and receive monthly reports.

BACKGROUND/SUMMARY:

This is a monthly series of reports:

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

FISCAL IMPACT:

N/A

PRIOR CITY COUNCIL ACTION:

N/A

ATTACHMENTS:

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



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:	January 1, 2025
APPROVED BY:	Anna Ginette, Director of Community Planning and Building

JANUARY 2025 – DEPARTMENT ACTIVITY REPORT

I. PLANNING PERMIT APPLICATIONS:

In January 2025, **32** planning permit applications were received.

II. BUSINESS LICENSE APPLICATIONS:

In January 2025, **5** business license applications were received.

III. BUILDING PERMIT APPLICATIONS:

In January 2025, **49** building permit applications were received.

IV. CODE COMPLIANCE CASES:

In January 2025, **3** new code compliance cases were created.

V. TRANSIENT RENTAL COMPLIANCE CASES:

In January 2025, **3** new transient rental compliance cases were created.

VI. ENCROACHMENT PERMIT APPLICATIONS:

In January 2025, **25** encroachment permit applications were received.

VII. TREE PERMIT APPLICATIONS:

In January 2025, **43** tree permit applications were received.

Table 1 includes the following January 2025 totals:

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

January 2025 totals are provided alongside January 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	ENCROACHMENTS	TREE REMOVAL & PRUNING
2024 YTD Totals	33	9	45	33	6	21	26
2025 YTD Totals	32	5	49	3	3	25	43
YTD % Difference	- 3.03%	- 44.44%	+8.89%	- 90.91%	-50.00%	+19.05%	+65.38%



Planning Permit Report

01/01/2025 - 01/31/2025

Permit #	Permit Type	Permit Identifier	Track	Project Description	Address/Location	Date Received	Date Approved	Status
25032	Appeal	APP 25032 (Jensen)		DS 24321 (Jensen): Denial of a Track 1 Design Study Referral, DS 24321 (Jensen), for the replacement of an existing wood shake roof with a new metal roof on an existing single-family residence located on Santa Lucia 2 NE of Scenic in the Single-Family Residential (R-1) District. APN: 010-293-013-000	Santa Lucia 2 NE of Scenic	1/27/2025		In Review
25031	Appeal	APP 25031 (Brown)		DS 24164 (Brown): Approval of a Combined Concept and Final Design Study (DS 24164), and associated Coastal Development Permit for substantial alterations to an existing single-family residence, and Variance (VA 24263) for modifications to maximum site coverage regulations located at Scenic Road 3 southeast of 12th Avenue located in the Single Family Residential (R-1) Zoning District, Beach and Riparian (BR) Overlay, and Park (P) Overlay. APN: 010-292-011	Scenic Road 3 SE 12th Avenue	1/28/2025		In Review
25030	Historic Evaluation			I am requesting a historical evaluation for my property that closed escrow 1/31/25 (current owner information may not be yet updated). I am planning to improve/remodel the property and would like to skip the preliminary evaluation stage (if applicable) and go straight to phase 1 of the evaluation. I would like to use Meg Clovis as the historian for this evaluation, and I spoke to Jake Olander and he confirmed this.	25988 Ridgewood Rd			In Review
25029	Historic Evaluation			Currently requesting a Phase 1 Intensive Historical Assessment to determine if the existing building will be designated as historic.	SW Corner of Junipero & 5th			In Review
25028	Preliminary Site Assessment	PSA 25028 (Kshire Property)						In Review
25027	Sign	SI 25027						In Review
25026	Historic Evaluation	HE 25026 (Minelli)						In Review

25025	Temporary Use Permit	TUP 25025 (Grasing's Restaurant)	<p>DATE & TIME: Friday 01/31/2025, 7:00PM- 10PM.</p> <p>EVENT DESCRIPTION: Vocalist and acoustic guitarist with small speaker and microphone; easy listening music; family dinner.</p> <p>NUMBER OF GUESTS: Twenty (20) guests.</p> <p>CONDITIONS: Music shall not be audible outside of the restaurant to the extent that it disturbs occupants of adjacent properties.</p> <p>At no time shall the dining space exceed its posted building occupancy.</p>	NW Corner of 6th & Mission Street	1/31/2025	1/31/2025	In Review
25024	Use Permit		<p>Samali Perfumes LLC, a locally founded and operated business, seeks a use permit to transition its primary retail focus from clothing to the sale of premium, handcrafted perfumes and essential oils. Inspired by the natural beauty of Carmel and the rich fragrances of Dubai, our products are meticulously crafted to reflect the region's botanical treasures, with many fragrances named after iconic local landmarks and flora. Currently operating under a "retail" designation, we propose to reclassify our store to "cosmetics" to align with our core business of selling luxury fragrances. While we will continue to offer a curated selection of designer clothing and unique jewelry, perfumes will become the primary focus. This shift will allow us to better serve our loyal customer base and attract tourists seeking unique, locally inspired souvenirs. As a business deeply connected to the Monterey Peninsula, we are committed to enhancing Carmel's vibrant community by offering high-quality, niche fragrances that embody the charm and artistic spirit of the area. We believe this change will contribute to the local economy and provide residents and visitors alike with a truly unique shopping experience. We respectfully request approval for the use permit to reclassify our store's designation to "cosmetics" and look forward to continuing our contribution to Carmel's cultural and economic landscape.</p>	Lincoln 2 SW of Ocean Unit A			Pending Assignment
25023	Temporary Use Permit	TUP 25023 (7th & Dolores - Tent)	<p>Installation of a 1,500sf outdoors tent to cover patio from Jan 31, 2025 - February 18, 2025. Tent to be illuminated from the interior and will not have live music. Total occupancy of tent not to exceed seating for 45 guests and tent to operate from 5:00 PM - 10:00 PM in conjunction with restaurant operating hours.</p>	SE Corner of Dolores & 7th	1/30/2025	1/30/2025	Approved

25022	Authorized Work	AW 25022 (Alfait)		Install 4-foot wide decomposed granite walkway in the public right-of-way in place of the concrete walkway recently demolished.	Torres Street 2 SW 10th Avenue	1/27/2025	1/30/2025	In Review
25021	Design Review			Home Renovation and Addition	Santa Fe - 2NE of Fifth Avenue			Pending Assignment
25020	Design Study		One	Add (2) Skylights in roof over Living Room	Lincoln 3SW of 12th Street			Pending Assignment
25019	Design Study			Remodel of existing single family residence; new exterior finishes, doors, windows and roof; new attached ADU. Site improvements to paving and planters.	Carmelo 2 NE of Scenic			Pending Assignment
25018	Design Review			New accessory Dwelling Unit over existing attached garage. 409 SF ADU. All exterior colors and materials to match existing.	Trail View 2 SE of Flanders Way			Pending Assignment
25017	Design Study			Remodel of existing 1,106 SF residence and 465 SF addition. Add new detached 224 SF garage in the front yard setback	Santa Rita Street 3 NE of 1st Avenue			Pending Assignment
25016	Design Study	DS 25016 (Faia)	One	Replace existing wood shake roof with new Class A (fire proof) standing seam metal roof	NEC Torres & 2nd Ave	1/24/2025		In Review
25015	Design Review			Section 6409(a) Eligible Facilities Request (EFR) to modify an existing T-Mobile wireless facility.	Torres St & 5th Avenue			Corrections Required
25014	Bench Dedication	BD 25014 (Tsukamoto)		NEW PLAQUE ON EXISTING ROCK BENCH: Outside Devendorf Park, Ocean & Mission. PLAQUE INSCRIPTION: "EISEI AND REIKO TSUKAMOTO."	NE Corner of Ocean & Mission	1/22/2025		Pending Assignment
25013	Preliminary Site Assessment			PRELIMINARY SITE ASSESSMENT	Corner of Viscaino and Mountain View			Pending Assignment
25012	Historic Evaluation	HE 25012 (Church of the Wayfarer)		Historic evaluation for building for associated roof replacement.	NW Corner of Lincoln & 7th	1/22/2025		Closed
25011	Coastal Development Permit	CDP 25011 (Hallman) INCOMPLETE		Remove and replace asphalt driveway with new asphalt driveway.	Scenic 7 SE of 8th	1/22/2025		Pending Assignment
25010	Historic Evaluation			Tear off 2 layers of comp shingles on north side only and reroof using Owens Corning Duration comp shingles-Color Chateau Green	NW Lincoln St. and 7th Ave.			Closed
25009	Historic Evaluation	HE 25009 (Damore) PENDING OWNER MAILING		HISTORIC EVAL - PHASE 1 INTENSIVE. We'd like to skip the preliminary evaluation and go straight to the full historic review. We'd like to request the review to be completed by Seth Bergstein.	San Carlos Street 2 NW 11th Street Camel, CA 93921			Pending Assignment
25008	Design Study	DS 25008 (Hardie)	One	Replace existing french doors with new casement window in same location. Colors and materials to match existing.	8th 2 NE OF Santa Fe	1/22/2025		In Review

25007	Preliminary Site Assessment	PSA 25007 (Smith & Chi) INCOMPLETE APP & OUTDATED		PROPOSED PROJECT: (1) Additions to the existing SFD for primary bedroom, studio and enlarged kitchen. (2) Addition of a detached garage with ADU on second floor. (3) Repairs and restoration of the original structure. (4) Landscaping and fence.	Monte Verde 2 NW of 12th			Pending Assignment
25006	Lot Line Adjustment	LLA 25006 (Sarepta)		Lot line adjustment, APNs 010-165-024 & 010-165-025	Dolores 4 SE of 13th	1/16/2025		In Review
25005	Notice of Exempt Work	EW 25005 (Matteson Living Trust)		Paint exterior of house.	Lincoln 3 SW of 12th	1/14/2025	1/17/2025	Approved
25004	Reasonable Accommodation	RA 25004 (Garren) PENDING	One	Install new lift at SFD, exterior. No grading and no tree removal.	Santa Rita 4 NE of 6th	1/14/2025		In Review
25003	Preliminary Site Assessment	PSA 25003 (White)		Tear down both buildings and Rebuild SFR and attached ADU	Vizcaino 8 SE of Mountain View	1/10/2025		In Review
25002	Preliminary Site Assessment	PSA 25002 (5855 Junipero, LLC)		130 SQ FT ADDITION TO RESIDENCE; NEW DETACHED GARAGE (264 SF); total proposed additional floor area = 394 SQ FT	5855 JUNIPERO AVE			In Review
25001	Design Review	DR 25001 (Pine Inn)	One	This approval of Design Review (DR 25001) reauthorizes an expired Design Review approval (DR 22-303) for an in-kind re-roof for the removal of approximately 10,000 SF of existing roof shingles, and installation of new CertainTeed Landmark 30-year shingles in color black over sloped portion of roof and approximately 4,000 SF of the flat portions of roof to be reroofed using CertainTeed Flintlastic SA membrane in color moire black at the "Pine Inn". This approval also authorizes as-necessary in-kind replacement of any existing dry rotted or damaged wood roof sheathing planks at soffits, sculpted roof rafters tails and sculpted outrigger tails during the re-roofing process for the northwest building at the Pine Inn site. All work shall be completed in-kind to match the existing condition. The project is located at the northwest corner of Monte Verde Street and Ocean Avenue in the Central Commercial (CC) Zoning District and located within the Downtown Conservation as depicted on the plans and scope of work prepared by Erik Dyar dated approved by Community Planning & Building on January 23, 2025, unless modified by the conditions of approval contained herein.	NE Corner of Ocean Ave and Monte Verde St	1/3/2025	1/23/2025	Approved

Total Records: 32

2/4/2025



Business License Report

01/01/2025 - 01/31/2025

Entity #	Application Type	Business Name	Business Description	Location	Date Received	Date Approved	Status
25005							
25004	New Business	Carmel Modern	Art Gallery - multiple artist designation carry over from Galerie Plein Aire	6th St between Dolores and Lincoln	1/27/2025		In Review
25003	New Business	Owl & Kittycat	A whimsical, well-curated shop, selling artwork, gently used designer clothing, vintage accessories, gifts, and home decor	SE Corner of San Carlos and 7th	1/8/2025		In Review
25002	New Business	The Diesel Gallery	Art Gallery	San Carlos between Ocean Ave & 7th Street	1/6/2025		In Review
25001	Ownership Change	Carmel Belle	Food, beverages, some retail items	San Carlos 3 SW of Ocean	1/6/2025		In Review

Total Records: 5

2/4/2025



Building Permit Report

01/01/2025 - 01/31/2025

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
250049	1/31/2025	1/31/2025	Installation of 1,500 outdoors tent to cover patio from January 31, 2025 - February 18, 2025. CONDITIONS: TENT OCCUPANCY NOT TO EXCEED 60. NO PROPANE PATIO HEATERS AUTHORIZED IN TENT AREA.	11,900	Building	SE Corner of Dolores & 7th
250048	1/30/2025		Interior renovation of kitchen area.	15,000	Building	SW Corner of Carmelo & 7th
250047	1/30/2025	1/30/2025	Remove and replace tankless water heater - with same tankless model -NNPE240A2NG	3,500	Plumbing	SE Corner of Carmelo & 4th
250046	1/29/2025	1/29/2025	Remove and replace tankless water heater - Install Nortiz NR980D-NG2 outdoor unit	2,900	Plumbing	SW Corner of Monte Verde & 12th
250045	1/29/2025	1/29/2025	Exploratory demolition permit to examine concrete perimeter foundation and saw cut slab diagnosis. Cut sheetrock at finished floor and up less than 12" for sill plate anchoring diagnosis.	5,000	Demolition	4th 2 NE of Torres
250044	1/29/2025		Install gas line & trench for prefab firepit.	10,000	Plumbing	SW corner of Mountain View & Vizcaino
250043	1/29/2025		Replacement of display case on west end of building on Ocean Ave in-kind.	3,200	Building	NE Corner of Dolores & Ocean
250042	1/28/2025	1/29/2025	Installation of new water heater.	1,000	Plumbing	Torres 3 SE of Mountain View
250041	1/28/2025		Replace existing shower/tub with new walk in jetted tub with 20 amp dedicated circuit – no change in footprint, drain will not be moved.	8,000	Building	Monte Verde 2 SW of 5th
250040	1/28/2025	1/28/2025	Remove and Replace 75 gallon water heater - install Bradford White BRG275h6n	3,200	Plumbing	SE Corner of Carmelo & 2nd

250039	1/27/2025		Remove damaged drywall caused by a roof leak and repair the affected areas in Magnolia and Willow, including patching drywall underneath the roof deck. Remove the existing roofing material, clean and prepare the roof surface, and install DensDeck 1/4" 4x8 primed panels to provide Class A fire-rated protection. Install Versico TPO Reinforced Roofing Membrane and two TPO scupper box drains to ensure proper drainage. Complete the repair and waterproofing of the rooftop decks above the building named Gypsy Cottage, ensuring all areas are fully restored and sealed.	7,500	Roofing	SE Corner of Casanova & 7th
250038	1/24/2025	1/24/2025	Remove leaking water heater - install new Bradford White BRG130T6N 30 gallon heater to code	2,300	Plumbing	Torres 5 SW of Mountain View
250037	1/24/2025	1/24/2025	R&R 80K BTU FURNACE	9,562	Mechanical	5th 2 SW of Perry Newberry
250036				0		
250035	1/23/2025	1/23/2025	Replace eight wood windows in kind to match existing windows in design, size, and material.	0	Exempt Work	San Carlos 3 SW of 1st
250034	1/21/2025	1/22/2025	Replace gas line from meter to building for furnace feed. 21' of 2" pipe, 80' of 1" galvanized and 15' of 1" galvanized to connect.	9,150	Plumbing	San Carlos 3 NE of 6th
250033	1/22/2025	1/22/2025	Install new Presidential TL roof system at the main house and detached car port in color "Autumn". Install new tar and gravel roof system at flat roof on the main house.	35,216	Building	SE Corner of Junipero & 10th
250032	1/22/2025		Bathroom Renovation	19,218	Building	Lincoln 5 SW of 9th
250031	1/17/2025		Install new gas fire place insert.	8,255	Plumbing	NE Corner of Santa Fe & 1st
250030	1/16/2025		Remove and replace flooring with new laminate flooring. Remove bathroom floor tile and replace with new tile. Paint interior of unit space. Install new baseboards.	0	Exempt Work	Lincoln 3 NE of 8th
250029	1/16/2025	1/16/2025	Remove and replace boiler in-kind.	13,794	Mechanical	Carmelo 3 SE of 9th

250028	1/16/2025		Conversion of existing garage, Bath/Bedroom #1 into a Junior ADU. Relocate W/D Hook up into Main house. Replace Garage Doors with French Door and Sidelights. No structural modifications and no change to building footprint or site coverage.	60,000	Building	Scenic 3 NW of 8th
250027	1/16/2025	1/16/2025	Cosmetic remodel of bathroom to include: Vanity, sink, and counter top replacement, floor tile replacement, toilet to be replaced with 1.28 gpf toilet. No location changes to existing plumbing and electrical.	0	Exempt Work	2996 Franciscan Way
250026	1/16/2025		1. NEW 749.6SF SECOND STORY ADDITION & ROOF OVER EXISTING LEVEL TO AN EXISTING ONE STORY SFD. 2. NO TREE REMOVAL & GRADING 3. NO CHANGES ARE PROPOSED TO THE EXISTING ONE-CAR DETACHED GARAGE	426,105	Building	Guadalupe 2 NE of 1st
250025	1/16/2025	1/16/2025	Tear off existing wood shake shingles. Install new underlayment and 32 squares of Landmark TL composition shingles in the color "Shenandoah". Home has existing copper gutters that will not be removed or worked on.	70,645	Roofing	Carmelo 6 NE of 4th
250024	1/16/2025	1/29/2025	Replace stairs to unit #3 in-kind. Bring all guardrails up to code by adding a metal extension.	18,000	Building	Mission 3 NE of 5th
250023	1/16/2025	1/16/2025	Upgrade main electrical panel from 100 to 200.	4,000	Electrical	NE Corner of Lincoln & 2nd
250022	1/16/2025	1/16/2025	Replace galvanized water line from meter to house in-kind.	3,000	Plumbing	Dolores 4 SE of 13th
250021	1/16/2025	1/24/2025	Solar PV - Roof-mounted on the detached garage - 10 Solar Panels AC - Total system size 4.25 kW, (New 200A MSP will be installed by a separate Electrical Contractor on a separate permit)	29,980	Electrical	NE Corner of Lincoln & 2nd
250020	1/14/2025	1/24/2025	Addition of a shower to existing half bathroom.	20,000	Building	Crespi 7 SE of Mountain View
250019	1/14/2025	1/23/2025	Tear off two layers on the northside of tile and comp shingle roof. Install new Owens Corning Duration shingle in color "Chateau Green" to be an in-kind replacement of the existing material.	22,912	Roofing	NW Corner of Lincoln & 7th
250018	1/13/2025		Remove existing shower and replace with new curbless shower.	5,000	Building	1st 2 NW of Santa Fe
250017	1/13/2025	1/13/2025	Replace 3 meter electrical panel in same location with no additional load.	4,000	Electrical	Mission 3 SW of 4th

250016	1/13/2025		Addition of a single-story detached ADU (260sf remodeled from existing garage and 430sf new addition)	430,000	Building	SW Corner of Torres & 8th
250015	1/10/2025	1/10/2025	Re-roof: Remove existing composition roof on the house and detached garage. Replace with a Class A, CertainTeed Landmark TL, color Country Grey	47,920	Roofing	NE Corner of Lincoln & 2nd
250014	1/10/2025	1/28/2025	Sitework to include: Demolition of existing wood retaining wall and fence along Eastern edge of the property. New retaining wall to be constructed out of CMU block, to be veneered with stucco finish on the lower face of wall. New fence at top of grade, set back 6" from proposed retaining wall. New fence to be constructed out of traditional grape stakes.	50,000	Building	Forest 2 SE of 8th
250013	1/10/2025		708sf addition to a two-story residence at the rear of the property. Remodel existing layout and interior hallway to add necessary stairs. Addition of a 68sf balcony off the primary bedroom.	362,140	Building	4910 Monterey St
250012	1/10/2025	1/10/2025	New furniture, fixtures, and improvements to eight guest rooms to finish phase two remodel project.	210,000	Building	NE Corner of Monte Verde & 7th
250011	1/10/2025		Replacement of 11 windows and 1 door. Four openings will be modified from existing to include one ea window new opening and new header. All windows will be aluminum clad with wood and simulated divided light grids.	69,000	Building	Forest 5 SW of Ocean
250010	1/9/2025		TI project to build out unit in San Carlos Square for the new Carmel Creperie restaurant.	75,000	Building	San Carlos 2 NE of 7th
250009	1/9/2025	1/13/2025	Garage Only - tear off existing composition roof and replace with a new composition roof from CertainTeed TL in color "Country Grey".	7,860	Roofing	SW Corner of Monte Verde & 10th
250008	1/9/2025	1/27/2025	Bathroom remodel	75,000	Building	8th 3 SE of Monte Verde
250007	1/8/2025	1/9/2025	Remove and replace water heater - install Bradford White 40 gallon in pan - with earthquake straps and t & p to daylight.	2,300	Plumbing	San Carlos 5 NE of 1st
250006	1/9/2025		Install 8.4 kWDC/6.9 kWAC roof mounted PV system - 21 panels/microinverters/battery	51,810	Electrical	Carmelo 2 NW of 12th
250005	1/6/2025	1/9/2025	Remove wood shakes add new substrate and replace with Landmark TL shingles in Shenadoah color.	30,000	Roofing	San Antonio 2 SE of 8th
250004	1/9/2025	1/9/2025	Furnace change out in the attic.	7,878	Mechanical	Vizcaino 2 NE of Flanders

250003	1/3/2025	1/9/2025	Water Heater Replacement.	2,500	Plumbing	Lincoln 5 SW of 9th
250002	1/2/2025	1/9/2025	Remove and replace original roof with Landmark TL composition shingle roof in color "Country Gray" as well as add CertainTeed cap sheet roof system at three cricket locations.	42,600	Roofing	Santa Rita 2 NE of 6th
250001	1/2/2025	1/13/2025	Commercial TI of existing unit. Replace floor, replace fixtures in restrooms, voluntary accessibility improvements in both existing restrooms.	15,000	Building	NW Corner of Junipero & 6th

Total Records: 49

2/4/2025



Code Compliance Report

01/01/2025 - 01/31/2025

Case #	Case Date	Status	Location	Problem Description	Date Received	Date Closed
25003	1/14/2025	Open	NW Corner of 5th and Carpenter	Potential water discharge from the property under construction	1/14/2025	
25002	1/14/2025		26090 LADERA DR	Multiple violations, incl. work done without permits: ADU construction, basement addition, electrical work.	11/21/2024	
25001	1/14/2025	Open	San Antonio 5 SE 8th	Unpermitted exterior modifications to residence	12/20/2024	

Total Records: 3

2/4/2025



Transient Rental Report

01/01/2025 - 01/31/2025

Case #	Street	Status	Date Received	Last Status Date	Date Closed
25016	Casanova	1st NOV sent	1/21/2025	1/24/2025	
25014	Lobos	1st NOV sent	1/16/2025	1/16/2025	
25006	San Antonio	Potential STR identified	1/6/2025	1/6/2025	

Total Records: 3

2/6/2025



Encroachment Permit Report

01/01/2025 - 01/31/2025

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
250025	Perm Ench	1/30/2025	Legalize retaining wall installation along the eastern edge of a new driveway installation.	SE Corner of San Antonio & Ocean		In Review
250024	Temp Ench	1/29/2025	PG&E to remove overhead service, install underground service, install secondary breakers and install overhead transformer.	Perry Newberry 4 SW of 5th		In Review
250023	Temp Ench	1/28/2025	PG&E to complete gas maintenance, excavate a 4'x5' bell hole. PM# 35599158. CONDITION: "Do Not Enter" signs placed at the intersection of Junipero and 10th in the southbound lane.	Junipero 5 NE of 10th	1/30/2025	Issued
250022	Temp Ench	1/27/2025	Expand scope of existing encroachment permit, TEMP EN 240221 to include: overlashing approx. 1439', access 27 existing poles, & 3 existing power supply cabinets.	Various throughout City	1/28/2025	Issued
250021	Temp Ench	1/24/2025	Closure of sidewalk and one parking stall to load/unload roofing materials.	Lincoln 4 NE of 6th	1/28/2025	Issued
250020	Temp Ench	1/23/2025	New driveway on property and improved asphalt approach and 12" berm.	2730 Santa Lucia Ave		In Review
250019	Temp Ench	1/22/2025	Trench and bellhole to connect new sewer line to main.	SW Corner of Vizcaino & Mountain View	1/23/2025	Issued
250018	Temp Ench	1/22/2025	PG&E to replace underground service and secondary enclosure. PG&E to trench for secondary and enclosure replacement.	Scenic 3 SW of Ocean	1/22/2025	Issued
250017	Temp Ench	1/22/2025	Saw cut sidewalk from gas meter to flower bed and replace gas line from meter to building. CONDITION: Pedestrian control and "Sidewalk Closed Ahead" signs to be implemented around work site.	San Carlos 3 NE of 6th	1/22/2025	Issued
250016	Perm Ench	1/22/2025	Remove 7" stonewall curb to widen driveway. Rebuild a new stone retaining wall to match existing.	Ocean 4 NE of Guadalupe		In Review

250015	Temp Ench	1/17/2025	Reserve parking stalls and load/unload roofing materials.	NW Corner of Lincoln & 7th		In Review
250014	Temp Ench	1/17/2025	5'x5' asphalt restoration.	Monte Verde 3 SE of 8th	1/22/2025	Issued
250013	Temp Ench	1/17/2025	PG&E to replace pole and install new pole top antenna.	Carmelo 4 SE of 10th		In Review
250012	Temp Ench	1/15/2025	Reservation of parking spaces and closure of sidewalk areas to facilitate new tile, sidewalk, and concrete on property.	NW Corner of Mission & 8th		In Review
250011	Temp Ench	1/15/2025	Replace full sewer lateral from property to City main.	Carmelo 4 SW of 11th	1/16/2025	Issued
250010	Temp Ench	1/15/2025	8'x10' asphalt restoration.	NE Corner of Santa Fe & 8th	1/15/2025	Issued
250009	Temp Ench	1/15/2025	PG&E to replace poles, overhead service & overhead transformer. PG&E to install overhead transformer. PM# 35539368. CONDITION: TCP shall show a detour sign at Junipero and 12th detouring southbound traffic right onto 12th and a detour sign at Mission and 12th detouring left, southbound onto Mission.	25965 Junipero St	1/16/2025	Issued
250008	Temp Ench	1/13/2025	Trenching for installation of conduit for PG&E underground service line.	Casanova 4 SW of 13th	1/16/2025	Issued
250007	Perm Ench	1/13/2025	Sewer main replacement project using open trench and pipe bursting methods. This project also includes manhole rehabilitation and replacement.	Scenic between Ocean and Santa Lucia		In Review
250006	Driveway	1/10/2025	Remove and replace 660sf asphalt driveway with a new asphalt driveway.	Scenic 7 SE of 8th		In Review
250005	Perm Ench	1/9/2025	Legalize and approve existing retaining wall along the East side of the driveway, the existing retaining walls with historic carmel stone veneer, and planters with stone curbs.	SW Corner of Santa Rita & 1st		In Review
250004	Temp Ench	1/9/2025	PG&E pole replacement/tree trim, same hole set. PM# 35549875	SE Corner of Monte Verde & 4th	1/9/2025	Issued
250003	Temp Ench	1/3/2025	PG&E to install underground service, replace pole, and replace overhead transformer. PM# 35436539	NW Corner of San Carlos & 10th	1/9/2025	Issued

250002	Temp Ench	1/2/2025	Excavate a 6'x6' pit in the asphalt to repair damages made during a water leak repair.	Ocean 152' SW of Scenic	1/3/2025	Issued
250001	Temp Ench	1/2/2025	6'x27' asphalt restoration for CalAm.	Mission 3 NW of 11th	1/2/2025	Issued

Total Records: 25

2/4/2025



Tree Permit Report

01/01/2025 - 01/31/2025

Permit #	Permit Date	Permit Type	Location of Property	Description	Status	Approved Date
25001	1/2/2025	1. Tree Evaluation	Perry Newberry Way 3 NW of 6th	EVALUATION: 1 40' Acacia Tree on NE Corner of lot; seeking permit to remove tree entirely	In Review	
25002	1/3/2025	2. Tree Removal/Pruning	Santa Fe between 3rd and 4th, 3rd house on NE side	Prune trees	In Review	
25003	1/3/2025	4. Emergency Tree Work	2NW of Carpenter & 3rd, Carmel, CA 93924	1 Pine Tree Removal	Approved	1/7/2025
25004	1/6/2025	2. Tree Removal/Pruning	San Carlos 2 SW of 10th	1 30 DBH Monterey pine	In Review	
25005	1/6/2025	1. Tree Evaluation	Dolores 4 SE of 13th	1 Monterey pine (36" DBH) + 2 Coastal live Oaks (6" and 5" DBH) = total 3 trees	Approved	1/10/2025
25006	1/6/2025	2. Tree Removal/Pruning	Backyard Crespi 6 SE of Mountain View	Evaluate existing trees	Approved	1/14/2025
25007	1/6/2025	2. Tree Removal/Pruning	Monte Verde 4 SW of Ocean	Cypress (one) 65 feet	Approved	1/7/2025
25008	1/7/2025	2. Tree Removal/Pruning	Lincoln 2 NE of 3rd	1- 30" pine tree	In Review	
25009	1/7/2025	1. Tree Evaluation	Casanova 7 SE of 13th	EVALUATION: 2 Large Oak Trees for pruning (unknown - I see several 4" branches that appear dead)	Approved	1/17/2025
25010	1/8/2025	2. Tree Removal/Pruning	NW Corner of Carpenter and 5th	Removal of one redwood, one oak, and prune one oak damaged in storm	Approved	1/8/2025

25011	1/8/2025	1. Tree Evaluation	Lobos 2 NW of 4th	FOR REMOVAL: Monterey pine, large, very old- with storm, tree roots are unstable and uneven ground, falling limbs after tree maintenance, saw multiple Monterey pine bark beetles on ground	Approved	1/10/2025
25012	1/10/2025			VOID- DUPLICATE	Closed	
25013	1/10/2025	2. Tree Removal/Pruning	Dolores 4 SE of 13th	1 Monterey pine (36" DBH) + 4 Coastal live Oaks (6", 5", 5", 5" DBH) = total 5 trees	Approved	1/14/2025
25014	1/10/2025	2. Tree Removal/Pruning	SE Corner of 3rd and Santa Rita	REMOVAL: Dead Oak Tree - 25' Tall - 20' Spread	In Review	
25015	1/10/2025	2. Tree Removal/Pruning	LINCOLN 5 NE & 2nd Ave, Carmel, CA 93921	Evaluate dead oak tree for removal.	In Review	
25016	1/13/2025	2. Tree Removal/Pruning	2nd Ave 2 SE of Junipero	2 pines #698 18 inch diameter, # 699 30 inch diameter	In Review	
25017	1/14/2025	2. Tree Removal/Pruning	Carpenter 2 NE of 2nd	PRUNING: the PG&E wires are going through the trees. Cypress tree in front of my house on city property	In Review	
25018	1/15/2025	2. Tree Removal/Pruning	8th Ave 2 SE of Torres	REMOVAL: 42 in. Oak tree in backyard of residence	In Review	
25019	1/15/2025	2. Tree Removal/Pruning	Guadalupe 3 NW of 3rd	PRUNING: One broken limb and many dead branches	In Review	
25020	1/15/2025	2. Tree Removal/Pruning	NE Corner of 2nd and Lincoln	PRUNING: Oak	In Review	
25021	1/15/2025	2. Tree Removal/Pruning	Lobos 2 NW of 4th	Monterey pine, large, very old- with storm, tree roots are unstable and uneven ground, falling limbs after tree maintenance, saw multiple Monterey pine bark beetles on ground	Approved	1/16/2025
25022	1/16/2025	2. Tree Removal/Pruning	Lincoln Street 3rd lot north west of 11th	Residential lot on Lincoln close to 11th	Approved	1/17/2025

25023	1/16/2025	1. Tree Evaluation	O SW Corner of Santa Rita & 3rd	dying large city oak tree/evaluation & removal	Approved	1/27/2025
25024	1/16/2025	1. Tree Evaluation	Camino Real 6 SW of 2nd	Acacia and Junk(Unknown Species)	Approved	1/31/2025
25025	1/17/2025	2. Tree Removal/Pruning	Mission + 3rd	1st option- remove tree, leaning towards residence and contacting roof. 2nd option- remove 6" codominant leader contacting roof.	In Review	
25026	1/17/2025	1. Tree Evaluation	Dolores 4 SE of 10th	1 pine tree approximate 100' height	Approved	1/23/2025
25027	1/17/2025	2. Tree Removal/Pruning	Santa Fe and 5th Avenue, Southeast corner	remove one 18" oak tree	In Review	
25028	1/21/2025			VOID- DUPLICATE OF 24-384	In Review	
25029	1/21/2025	2. Tree Removal/Pruning	San Carlos 3 NE of 11th	1 branch of 1 Quercus Agrifolia, Aprox 8-10" diameter	In Review	
25030	1/22/2025	2. Tree Removal/Pruning	Junipero 3 NE of 11th	PRUNING: 2 overgrown trees, 42 inches circumference. Multiple branches leaning on wires overhead.	In Review	
25031	1/23/2025	2. Tree Removal/Pruning	Monte Verde 5 SW of Ocean	REMOVAL: One very large tree in diameter and height (over 50 feet); Monterey pine	Approved	1/24/2025
25032	1/23/2025	1. Tree Evaluation	Dolores 2 SW of 10th	EVALUATION: 1 oak tree and 2 other trees blocking gate. PRUNING: Would like to prune both for full access to the property	In Review	
25033	1/24/2025	1. Tree Evaluation	SE Corner of San Antonio and 13th (tree is on 13th)	FOR PRUNING OR REMOVAL: Cypress tree, 5'8" at base and very tall (150 ft??) 9" thick roots ~30 ft long, three or more roots	In Review	
25034	1/24/2025	2. Tree Removal/Pruning	Santa Rita 5 SE of Ocean Ave.	REMOVAL: 1 oak tree located in the front of the proeprty. Approx 18-20 feet.	Approved	1/30/2025
25035	1/27/2025	2. Tree Removal/Pruning	Casanova 7 SE of 13th	2 Large Oak Trees for pruning (unknown - I see several 4" branches that appear dead)	In Review	

25036	1/27/2025	2. Tree Removal/Pruning	Dolores 4 SE of 10th	1 pine tree approximate 100' height	In Review	
25037	1/27/2025	2. Tree Removal/Pruning	Lincoln 3 SE of 11th	REMOVAL: leaning oak on right side of the front yard	In Review	
25038	1/27/2025	2. Tree Removal/Pruning	Casanova 3 NW of 13th	REMOVAL: 2 oaks 1. front yard 15' 2. Backyard 17'	In Review	
25039	1/27/2025	2. Tree Removal/Pruning	Camino Real 2 SW of 2nd	PRUNING: Remove dying oak limbs from the north side of property	In Review	
25040	1/28/2025	2. Tree Removal/Pruning	NW Corner of 6th and Carpenter	REMOVAL: 1 oak tree on the left side of the property	In Review	
25041	1/30/2025	2. Tree Removal/Pruning	0 NW Corner of Dolores & 3rd in Carmel-by-the-Sea	Removal of two coast live oaks measured multistems at 14", 9", 10", 12" and another approx. 16"	In Review	
25042	1/31/2025	2. Tree Removal/Pruning	Guadalupe 4 NW of 3rd	1 Pine & 1 Oak REMOVAL: hopefully	Approved	2/3/2025
25043	1/31/2025	1. Tree Evaluation	SW Corner of Lopez & 4th	1 Monterey pine w/appx 44" diameter	In Review	

Total Records: 43

2/4/2025



CITY OF CARMEL-BY-THE-SEA Monthly Report

Public Safety

January 2025

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

AMBULANCE REPORT

Summary of Carmel Fire Ambulance January 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 January 2025, the ambulance was unable to meet the performance measure. The response time was 90% with (5) code-3 call over 5 minutes.

54 Calls for service in CBTS Average response time: 3:59 min.
49 Code 3 calls for service –Five calls over 5:00 min.

- 1/14/25; Dolores & Vista; **(6:18 min)** – Time of Day.
- 1/26/25; Santa Fe & 3rd; **(5:56 min)** – Time of Day.
- 1/30/25; Franciscan Way; **(5:13 min)** - Distance to Call.
- 1/20/25; Monte Verde & 12th; **(6:10 min)** -Distance to Call.
- 1/30/25; San Antonio & 13th; **(5:13 min)**- Distance to Call.

MONTEREY FIRE REPORT

Summary of Monterey Fire January 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 January 2025 the fire department was unable to meet the performance measure. The response time was 93% with (5) code-3 calls over 5 minutes.

78 total calls for service in CBTS Average response time: 3:43 min.
67total Code-3 calls

*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%.

1/30/25; Franciscan Way; **(5:24 min)** – Distance to Call.
1/05/25; Forest & 8th; **(9:51 min)**- Delay Due Staging for Crew Safety.
1/20/25; Monte Verde & 12th **(6:52 min)**- Responded from Monterey.
1/02/25; Scenic & Martin **(5:07 min)**- Distance to Call.
1/12/25; Mission & 2nd; **(7:22 min)** - Distance to Call.

BEACH FIRES

There were 0 illegal beach fire recorded during the month of Janaury and no propane fires.

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



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS)						
Medical assist, assist EMS crew	1/9/2025 2:43 PM	250109-MNT00239	0:04:59	2957 SANTA LUCIA AVE		3
Medical assist, assist EMS crew	1/19/2025 3:01 PM	250119-MNT00516	0:02:13	OCEAN AVE	JUNIPERO AVE	3
Medical assist, assist EMS crew	1/25/2025 12:43 AM	250125-MNT00669	0:04:10	TORRES ST	6TH AVE	3
Medical assist, assist EMS crew	1/26/2025 4:00 AM	250126-MNT00700	0:04:32	3RD AVE	SANTA FE ST	3
Medical assist, assist EMS crew	1/27/2025 8:15 AM	250127-MNT00730	0:03:57	LOPEZ AVE	2ND AVE	3
Medical assist, assist EMS crew	1/30/2025 11:20 PM	250130-MNT00819	0:05:24	2928 FRANCISCAN WAY		3
Medical assist, assist EMS crew	1/31/2025 11:23 AM	250131-MNT00831	0:04:39	CAMINO REAL ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	1/1/2025 4:03 AM	250101-MNT00004	0:03:48	MISSION ST	3RD AVE	3
EMS call, excluding vehicle accident with injury	1/1/2025 2:49 PM	250101-MNT00018	0:04:26	MISSION ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	1/2/2025 4:15 PM	250102-MNT00048	0:03:11	2ND AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	1/3/2025 12:09 AM	250103-MNT00058	0:04:18	OCEAN AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	1/3/2025 12:03 PM	250103-MNT00069	0:04:59	5104 MONTEREY ST		3
EMS call, excluding vehicle accident with injury	1/4/2025 3:53 AM	250104-MNT00086	0:04:01	DOLORES ST	1ST AVE	3
EMS call, excluding vehicle accident with injury	1/5/2025 12:42 AM	250105-MNT00114	0:09:51	8TH AVE	FOREST RD	3
EMS call, excluding vehicle accident with injury	1/5/2025 2:36 AM	250105-MNT00117	0:03:30	LINCOLN ST	9TH AVE	3
EMS call, excluding vehicle accident with injury	1/5/2025 2:36 AM	250105-MNT00118	0:03:30	LINCOLN ST	9TH AVE	3
EMS call, excluding vehicle accident with injury	1/5/2025 8:37 PM	250105-MNT00141	0:03:37	MONTE VERDE ST	12TH AVE	3
EMS call, excluding vehicle accident with injury	1/6/2025 4:23 AM	250106-MNT00148	0:04:54	DOLORES ST	VISTA AVE	3
EMS call, excluding vehicle accident with injury	1/7/2025 10:26 AM	250107-MNT00176	0:02:11	12TH AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	1/9/2025 9:58 AM	250109-MNT00233	0:02:17	SAN CARLOS ST	9TH AVE	3
EMS call, excluding vehicle accident with injury	1/9/2025 3:10 PM	250109-MNT00243	0:01:39	MONTE VERDE ST	10TH AVE	3
EMS call, excluding vehicle accident with injury	1/10/2025 3:27 PM	250110-MNT00265	0:02:30	DOLORES ST	3RD AVE	3
EMS call, excluding vehicle accident with injury	1/11/2025 7:47 AM	250111-MNT00273	0:03:32	DOLORES ST	VISTA AVE	3
EMS call, excluding vehicle accident with injury	1/11/2025 11:40 AM	250111-MNT00281	0:02:00	2ND AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	1/11/2025 12:10 PM	250111-MNT00283	0:02:23	JUNIPERO AVE	11TH AVE	3
EMS call, excluding vehicle accident with injury	1/11/2025 7:20 PM	250111-MNT00294	0:02:53	DOLORES ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	1/12/2025 9:10 AM	250112-MNT00307	0:03:30	MONTE VERDE ST	9TH AVE	3
EMS call, excluding vehicle accident with injury	1/12/2025 5:19 PM	250112-MNT00323	0:03:48	CAMINO REAL ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	1/13/2025 6:10 PM	250113-MNT00344	0:02:02	OCEAN AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	1/13/2025 8:47 PM	250113-MNT00351	0:03:39	LOBOS ST	2ND AVE	3
EMS call, excluding vehicle accident with injury	1/14/2025 1:46 AM	250114-MNT00354	0:06:02	DOLORES ST	VISTA AVE	2

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS) cont.						
EMS call, excluding vehicle accident with injury	1/16/2025 7:49 PM	250116-MNT00422	0:02:03	6TH AVE	DOLORES ST	3
EMS call, excluding vehicle accident with injury	1/17/2025 1:42 PM	250117-MNT00444	0:02:29	DOLORES ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	1/17/2025 11:16 PM	250117-MNT00462	0:04:51	GUADALUPE ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	1/18/2025 11:27 AM	250118-MNT00475	0:02:22	4TH AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	1/18/2025 2:40 PM	250118-MNT00480	0:04:33	SCENIC RD	SANTA LUCIA AVE	3
EMS call, excluding vehicle accident with injury	1/19/2025 2:22 PM	250119-MNT00513	0:04:07	MISSION ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	1/20/2025 10:54 AM	250120-MNT00536	0:04:05	2ND AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	1/20/2025 3:46 PM	250120-MNT00545	0:00:46	3RD AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	1/21/2025 12:05 AM	250121-MNT00553	0:04:40	CASANOVA ST	12TH AVE	3
EMS call, excluding vehicle accident with injury	1/22/2025 9:21 PM	250122-MNT00606	0:02:48	OCEAN AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	1/24/2025 6:48 AM	250124-MNT00636	0:00:05	3RD AVE	SANTA FE ST	3
EMS call, excluding vehicle accident with injury	1/27/2025 10:47 AM	250127-MNT00736	0:04:31	4903 MONTEREY ST		3
43			0:03:37			
322-399 Series (Rescues)						
Motor vehicle accident with injuries	1/17/2025 12:05 PM	250117-MNT00443	0:04:17	MONTE VERDE ST	13TH AVE	3
Motor vehicle/pedestrian accident (MV Ped)	1/4/2025 3:23 PM	250104-MNT00103	0:02:06	OCEAN AVE	JUNIPERO AVE	3
Motor vehicle accident with no injuries.	1/27/2025 4:45 PM	250127-MNT00743	0:02:37	6TH AVE	LINCOLN ST	3
3			0:03:00			
400 Series (Hazardous Material)						
Carbon monoxide incident	1/30/2025 7:53 PM	250130-MNT00814	0:03:57	JUNIPERO AVE	4TH AVE	3
Electrical wiring/equipment problem, other	1/11/2025 12:14 PM	250111-MNT00284	0:02:18	SAN CARLOS ST	13TH AVE	3
Electrical wiring/equipment problem, other	1/25/2025 2:20 PM	250125-MNT00683	0:04:00	LINCOLN ST	2ND AVE	3
Power line down	1/6/2025 2:08 PM	250106-MNT00157	0:04:50	10TH AVE	CARMELO ST	3
4			0:03:46			
500 & 600 Series (Service Calls)						
Water problem, other	1/19/2025 9:07 AM	250119-MNT00507	0:03:10	MISSION ST	4TH AVE	2
Water or steam leak	1/8/2025 4:04 PM	250108-MNT00217	0:03:56	8TH AVE	SANTA FE ST	3
Water or steam leak	1/18/2025 12:50 PM	250118-MNT00478	0:05:56	VISTA AVE & VISTA 2 NE	O VISTA 2 NE OF JUNIPERO	2
Animal rescue	1/7/2025 7:04 PM	250107-MNT00192	0:04:08	3024 SANTA LUCIA AVE		3
Public service assistance, other	1/12/2025 10:34 AM	250112-MNT00312	0:04:35	MONTE VERDE ST	9TH AVE	3
Public service assistance, other	1/24/2025 2:01 PM	250124-MNT00653	0:05:10	3RD AVE	SANTA FE ST	2
Public service	1/4/2025 1:19 PM	250104-MNT00098	0:03:23	4TH AVE	CAMINO REAL ST	3
Public service	1/18/2025 7:21 PM	250118-MNT00492	0:03:02	DOLORES ST	DOLORES 2 NE 8TH STREET	3
Public service	1/20/2025 5:48 AM	250120-MNT00529	0:06:52	MONTE VERDE ST	12TH AVE	3
Public service	1/26/2025 1:58 PM	250126-MNT00715	0:07:24	DOLORES ST	VISTA AVE	2
Public service	1/26/2025 3:42 PM	250126-MNT00719	0:07:35	OCEAN AVE	LINCOLN ST	2

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
500 & 600 Series (Service Calls) cont.						
Assist invalid	1/5/2025 1:40 AM	250105-MNT00116	0:04:03	DOLORES ST	VISTA AVE	2
Assist invalid	1/12/2025 3:16 PM	250112-MNT00321	0:03:18	MONTE VERDE ST	9TH AVE	2
Assist invalid	1/15/2025 1:51 AM	250115-MNT00373	0:04:40	SAN ANTONIO AVE	OCEAN AVE	3
Assist invalid	1/16/2025 9:21 AM	250116-MNT00406	0:06:20	26010 RIDGEWOOD RD		2
Assist invalid	1/17/2025 8:48 AM	250117-MNT00433	0:02:10	CARMELO ST	OCEAN AVE	2
Assist invalid	1/23/2025 2:51 PM	250123-MNT00622	0:06:07	26010 RIDGEWOOD RD		2
No incident found on arrival at dispatch address	1/2/2025 1:04 PM	250102-MNT00040	0:05:07	SCENIC RD	MARTIN WAY	3
No incident found on arrival at dispatch address	1/12/2025 9:23 AM	250112-MNT00309	0:07:22	MISSION ST	2ND AVE	3
Smoke scare, odor of smoke	1/9/2025 6:33 PM	250109-MNT00250	0:03:27	TORRES ST	1ST AVE	3
Smoke scare, odor of smoke	1/12/2025 10:56 AM	250112-MNT00314	0:05:00	LOBOS ST	2ND AVE	3
			21	0:04:54		

700 Series (False Alarms)

Smoke detector activation due to malfunction	1/21/2025 3:21 PM	250121-MNT00565	0:03:42	MONTE VERDE ST	12TH AVE	3
Alarm system sounded due to malfunction	1/3/2025 10:53 AM	250103-MNT00067	0:03:05	OCEAN AVE	LINCOLN ST	3
Alarm system sounded due to malfunction	1/8/2025 11:31 AM	250108-MNT00205	0:03:48	OCEAN AVE	LINCOLN ST	3
Alarm system sounded due to malfunction	1/23/2025 1:21 PM	250123-MNT00620	0:02:20	OCEAN AVE	DOLORES ST	3
Alarm system sounded due to malfunction	1/29/2025 2:50 PM	250129-MNT00778	0:02:12	OCEAN AVE	DOLORES ST	3
Detector activation, no fire - unintentional	1/30/2025 12:13 PM	250130-MNT00800	0:04:30	13TH AVE	SAN ANTONIO AVE	3
Alarm system activation, no fire - unintentional	1/8/2025 12:11 PM	250108-MNT00208	0:04:00	MONTE VERDE ST	9TH AVE	3
			7	0:03:22		

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

- 250130-MNT00819 Delay due to distance
- 250105-MNT00114 Delay due to staging for crew safety
- 250120-MNT00529 Delay due to distance
- 250102-MNT00040 Delay due to distance
- 250112-MNT00309 Delay due to distance

Code 2 Calls	11
Code 3 Calls	67
Total # of Incidents	78
% Under 5 Minute Response Time	93%



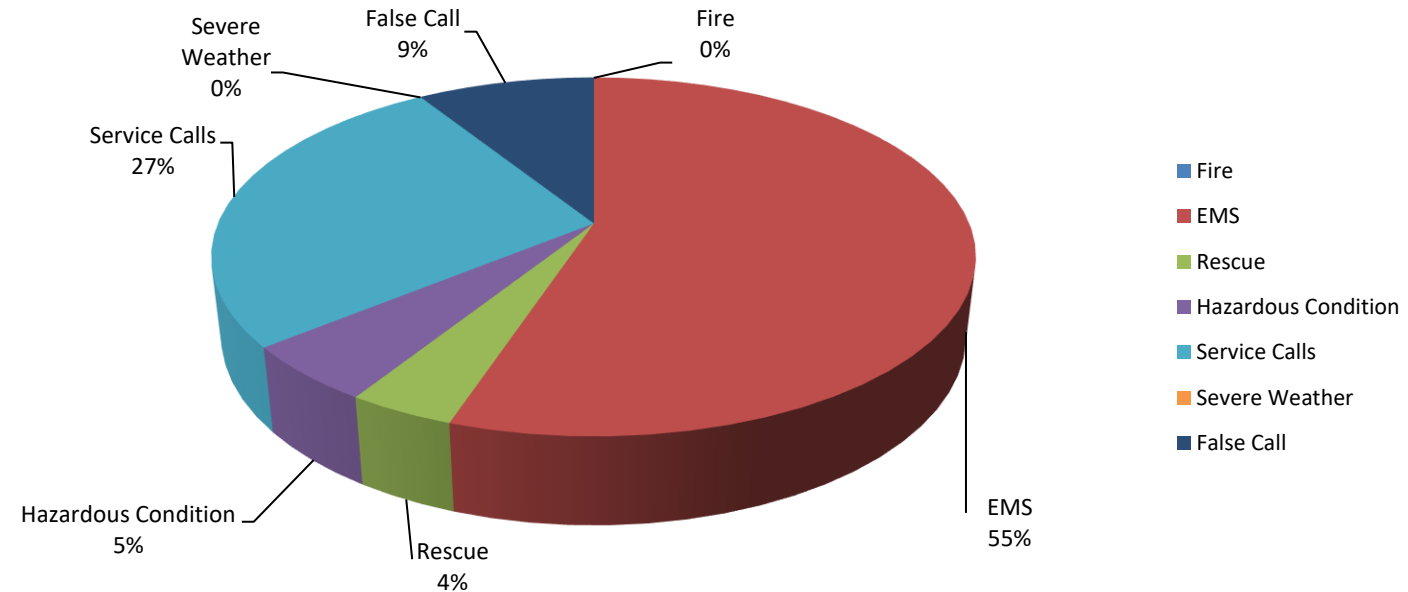
CARMEL-BY-THE-SEA
JANUARY 2025



Response Summary Report by Incident Type

Type of Call	Number	Average Response Time
Fire	0	0:00
EMS	43	3:37
Rescue	3	3:00
Hazardous Condition	4	3:46
Service Calls	21	4:54
Severe Weather	0	0:00
False Call	7	3:22

Total Responses 78 3:43



Total Code 3 Calls: 67

Response Times for Code 3

Calls ≤ 5 minutes: 93%



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



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS)						
EMS call, excluding vehicle accident with injury	01/02/2025 04:16 PM	250102-CFA00004	00:03:12	2ND AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	01/03/2025 12:09 AM	250103-CFA00005	00:03:55	OCEAN AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	01/03/2025 12:04 PM	250103-CFA00007	00:03:56	5104 MONTEREY ST		3
EMS call, excluding vehicle accident with injury	01/04/2025 03:53 AM	250104-CFA00008	00:05:20	DOLORES ST	1ST AVE	3
EMS call, excluding vehicle accident with injury	01/05/2025 12:43 AM	250105-CFA00012	00:04:37	8TH AVE	FOREST RD	3
EMS call, excluding vehicle accident with injury	01/05/2025 01:42 AM	250105-CFA00013	00:04:08	DOLORES ST	VISTA AVE	3
EMS call, excluding vehicle accident with injury	01/05/2025 02:37 AM	250105-CFA00014	00:03:00	LINCOLN ST	9TH AVE	3
EMS call, excluding vehicle accident with injury	01/07/2025 10:27 AM	250107-CFA00021	00:04:04	12TH AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	01/09/2025 09:59 AM	250109-CFA00030	00:02:55	SAN CARLOS ST	9TH AVE	3
EMS call, excluding vehicle accident with injury	01/09/2025 02:43 PM	250109-CFA00031	00:04:19	2957 SANTA LUCIA AVE		3
EMS call, excluding vehicle accident with injury	01/09/2025 03:11 PM	250109-CFA00032	00:04:07	MONTE VERDE ST	10TH AVE	3
EMS call, excluding vehicle accident with injury	01/10/2025 03:28 PM	250110-CFA00035	00:02:45	DOLORES ST	3RD AVE	3
EMS call, excluding vehicle accident with injury	01/11/2025 07:49 AM	250111-CFA00037	00:03:36	DOLORES ST	VISTA AVE	3
EMS call, excluding vehicle accident with injury	01/11/2025 07:20 PM	250111-CFA00038	00:02:00	LINCOLN ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	01/12/2025 09:11 AM	250112-CFA00039	00:03:48	MONTE VERDE ST	9TH AVE	3
EMS call, excluding vehicle accident with injury	01/12/2025 05:20 PM	250112-CFA00041	00:03:53	CAMINO REAL ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	01/13/2025 06:11 PM	250113-CFA00042	00:02:14	OCEAN AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	01/13/2025 08:47 PM	250113-CFA00043	00:03:54	LOBOS ST	2ND AVE	3
EMS call, excluding vehicle accident with injury	01/14/2025 01:47 AM	250114-CFA00044	00:06:18	DOLORES ST	VISTA AVE	3
EMS call, excluding vehicle accident with injury	01/15/2025 01:52 AM	250115-CFA00045	00:04:43	SAN ANTONIO AVE	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	01/16/2025 07:50 PM	250116-CFA00051	00:02:00	6TH AVE	DOLORES ST	3
EMS call, excluding vehicle accident with injury	01/17/2025 12:06 PM	250117-CFA00055	00:03:57	MONTE VERDE ST	13TH AVE	3
EMS call, excluding vehicle accident with injury	01/17/2025 01:42 PM	250117-CFA00056	00:02:16	DOLORES ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	01/17/2025 11:17 PM	250117-CFA00057	00:04:59	GUADALUPE ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	01/18/2025 11:28 AM	250118-CFA00058	00:01:59	4TH AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	01/18/2025 02:42 PM	250118-CFA00061	00:04:10	SCENIC RD	SANTA LUCIA AVE	3
EMS call, excluding vehicle accident with injury	01/18/2025 07:22 PM	250118-CFA00062	00:02:46	DOLORES ST	8TH AVE	3
EMS call, excluding vehicle accident with injury	01/19/2025 03:03 PM	250119-CFA00066	00:01:40	OCEAN AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	01/20/2025 10:55 AM	250120-CFA00071	00:04:22	2ND AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	01/20/2025 03:46 PM	250120-CFA00072	00:01:00	3RD AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	01/21/2025 12:06 AM	250121-CFA00074	00:04:52	CASANOVA ST	12TH AVE	3
EMS call, excluding vehicle accident with injury	01/22/2025 09:22 PM	250122-CFA00081	00:02:50	OCEAN AVE	LINCOLN 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	01/24/2025 06:48 AM	250124-CFA00088	00:00:05	3RD AVE	SANTA FE ST	3
EMS call, excluding vehicle accident with injury	01/25/2025 12:43 AM	250125-CFA00093	00:04:02	TORRES ST	6TH AVE	3
EMS call, excluding vehicle accident with injury	01/26/2025 04:00 AM	250126-CFA00096	00:05:56	3RD AVE	SANTA FE ST	3
EMS call, excluding vehicle accident with injury	01/27/2025 08:17 AM	250127-CFA00099	00:02:00	LOPEZ AVE	2ND AVE	3
EMS call, excluding vehicle accident with injury	01/27/2025 10:47 AM	250127-CFA00100	00:04:12	4903 MONTEREY ST		3
EMS call, excluding vehicle accident with injury	01/30/2025 11:21 PM	250130-CFA00111	00:05:13	2928 FRANCISCAN WAY		3
EMS call, excluding vehicle accident with injury	01/31/2025 11:24 AM	250131-CFA00114	00:04:38	CAMINO REAL ST	13TH AVE	3
39			0:03:35			

322-399 Series (Rescues)

Motor vehicle/pedestrian accident (MV Ped)	01/04/2025 03:24 PM	250104-CFA00011	00:02:17	OCEAN AVE	JUNIPERO AVE	3
Motor vehicle accident with no injuries.	01/27/2025 04:46 PM	250127-CFA00101	00:02:56	6TH AVE	LINCOLN ST	3
Water & ice-related rescue, other	01/02/2025 01:05 PM	250102-CFA00003	00:04:36	SCENIC RD	MARTIN WAY	3
3			0:03:16			

400 Series (Hazardous Material)

Hazardous condition, other	01/06/2025 02:09 PM	250106-CFA00017	00:04:51	10TH AVE	CARMELO ST	3
Hazardous condition, other	01/25/2025 02:21 PM	250125-CFA00094	00:05:42	LINCOLN ST	2ND AVE	2
2			0:05:17			

500 & 600 Series (Service Calls)

Water or steam leak	01/19/2025 09:08 AM	250119-CFA00063	00:03:19	MISSION ST	4TH AVE	2
Assist invalid	01/16/2025 09:22 AM	250116-CFA00047	00:05:26	26010 RIDGEWOOD RD		2
Assist invalid	01/17/2025 08:48 AM	250117-CFA00052	00:03:55	CARMELO ST	OCEAN AVE	3
Assist invalid	01/26/2025 02:02 PM	250126-CFA00098	00:02:50	DOLORES ST	VISTA AVE	2
4			0:03:53			

700 Series (False Alarms)

False alarm or false call, other	01/09/2025 06:33 PM	250109-CFA00033	00:03:09	TORRES ST	1ST AVE	2
False alarm or false call, other	01/20/2025 05:49 AM	250120-CFA00068	00:06:10	MONTE VERDE ST	12TH AVE	3
Alarm system activation, no fire - unintentional	01/23/2025 01:22 PM	250123-CFA00084	00:02:48	OCEAN AVE	DOLORES ST	3
Alarm system activation, no fire - unintentional	01/29/2025 02:51 PM	250129-CFA00105	00:02:31	OCEAN AVE	DOLORES ST	3
Alarm system activation, no fire - unintentional	01/30/2025 12:14 PM	250130-CFA00108	00:05:13	13TH AVE	SAN ANTONIO AVE	3
Carbon monoxide detector activation, no CO	01/30/2025 07:54 PM	250130-CFA00110	00:03:35	JUNIPERO AVE	4TH AVE	3
6			0:03:54			

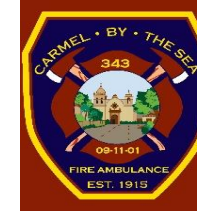
Over 5 Minute Response Times Cause of Delay: Code 3 Responses

- 250114-CFA00044 Delayed due to time of day
- 250126-CFA00096 Delayed due to time of day
- 250130-CFA00111 Delayed due to distance
- 250120-CFA00068 Delayed due to distance
- 250130-CFA00108 Delayed due to distance

Code 2 Calls	5
Code 3 Calls	49
Total # of Incidents	54
% Under 5 Minute Response Time	90%
Total Average Response Time	0:03:59



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



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
CARMEL HIGHLANDS						
EMS call, excluding vehicle accident with injury	1/6/2025	250106-CFA00016	00:12:23	2700 MAL PASO LN	PASO LN	3
EMS call, excluding vehicle accident with injury	1/16/2025	250116-CFA00048	00:08:46	73 FERN CANYON RD		3
EMS call, excluding vehicle accident with injury	1/26/2025	250126-CFA00097	00:13:08	135 BOYD WAY		3
EMS call, excluding vehicle accident with injury	1/27/2025	250127-CFA00103	00:09:08	155 HIGHLAND DR		3
Motor vehicle accident with injuries	1/16/2025	250116-CFA00049	00:08:44	14 YANKEE POINT DR		3
5			0:10:26			
CYPRESS						
EMS call, excluding vehicle accident with injury	1/6/2025	250106-CFA00018	00:05:24	RIO RD	HWY 1	3
EMS call, excluding vehicle accident with injury	1/6/2025	250106-CFA00019	00:07:09	3650 RIO RD		3
EMS call, excluding vehicle accident with injury	1/8/2025	250108-CFA00025	00:07:57	25417 CARMEL KNOLLS DR		3
EMS call, excluding vehicle accident with injury	1/8/2025	250108-CFA00028	00:06:10	3415 RIO RD		3
EMS call, excluding vehicle accident with injury	1/9/2025	250109-CFA00029	00:06:29	25527 FLANDERS DR		3
EMS call, excluding vehicle accident with injury	1/10/2025	250110-CFA00034	00:05:30	26045 CARMEL KNOLLS DR		3
EMS call, excluding vehicle accident with injury	1/18/2025	250118-CFA00060	00:06:29	26165 S CARMEL HILLS DR		3
EMS call, excluding vehicle accident with injury	1/19/2025	250119-CFA00067	00:05:30	2947 ALTA AVE		3
EMS call, excluding vehicle accident with injury	1/20/2025	250120-CFA00069	00:08:26	26153 MESA DR		2
EMS call, excluding vehicle accident with injury	1/21/2025	250121-CFA00075	00:09:22	26361 OCEAN VIEW AVE		3
EMS call, excluding vehicle accident with injury	1/23/2025	250123-CFA00087	00:07:53	26344 CARMEL RANCHO LN		2
EMS call, excluding vehicle accident with injury	1/24/2025	250124-CFA00089	00:03:51	173 CROSSROADS BLVD		3
EMS call, excluding vehicle accident with injury	1/27/2025	250127-CFA00102	00:05:18	26135		3
EMS call, excluding vehicle accident with injury	1/28/2025	250128-CFA00104	00:07:01	26135		3
EMS call, excluding vehicle accident with injury	1/29/2025	250129-CFA00106	00:05:22	26346 RIVER PARK PL		3
EMS call, excluding vehicle accident with injury	1/30/2025	250130-CFA00107	00:07:36	25021 VALLEY PL		3
Motor vehicle accident with injuries	1/20/2025	250120-CFA00070	00:06:29	CARPENTER ST	SERRA AVE	3
Motor vehicle accident with injuries	1/21/2025	250121-CFA00076	00:06:09	4380 CARMEL VALLEY RD		3
18			0:06:34			
MONTEREY						
EMS call, excluding vehicle accident with injury	1/10/2025	250110-CFA00036	00:09:18	492 VAN BUREN ST		3
EMS call, excluding vehicle accident with injury	1/17/2025	250117-CFA00054	00:05:19	371 PARK AVE		3
EMS call, excluding vehicle accident with injury	1/21/2025	250121-CFA00078	00:10:20	1277 CASTRO RD		3
EMS call, excluding vehicle accident with injury	1/22/2025	250122-CFA00080	00:13:23	2 UPPER RAGSDALE DR		3
EMS call, excluding vehicle accident with injury	1/24/2025	250124-CFA00092	00:11:05	200 IRIS CANYON RD		3
5			0:09:53			

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
PACIFIC GROVE						
EMS call, excluding vehicle accident with injury	1/22/2025	250122-CFA00079	00:15:55	1014 DEL MONTE BLVD		3
EMS call, excluding vehicle accident with injury	1/25/2025	250125-CFA00095	00:14:31	1010 PACIFIC GROVE LN		3
EMS call, excluding vehicle accident with injury	1/30/2025	250130-CFA00109	00:20:01	650 JEWELL AVE		2
EMS call, excluding vehicle accident with injury	1/31/2025	250131-CFA00115	00:13:24	515 HILLCREST AVE		3
4			0:15:58			
PEBBLE BEACH						
EMS call, excluding vehicle accident with injury	1/8/2025	250108-CFA00026	00:14:06	SPYGLASS HILL RD	SEVENTEEN MILE DR	2
EMS call, excluding vehicle accident with injury	1/8/2025	250108-CFA00027	00:07:43	1500 CYPRESS DR		3
EMS call, excluding vehicle accident with injury	1/19/2025	250119-CFA00065	00:08:10	3212 PALMERO WAY		3
EMS call, excluding vehicle accident with injury	1/24/2025	250124-CFA00091	00:11:14	1700 SEVENTEEN MILE DR		3
4			0:10:18			
SEASIDE						
EMS call, excluding vehicle accident with injury	1/6/2025	250106-CFA00020	00:09:48	1055 FREMONT BLVD		3
EMS call, excluding vehicle accident with injury	1/15/2025	250115-CFA00046	00:14:00	901 TORO COURT		3
EMS call, excluding vehicle accident with injury	1/31/2025	250131-1001-CARMEL	00:11:49	1156 FREMONT BLVD		3
3			0:11:52			

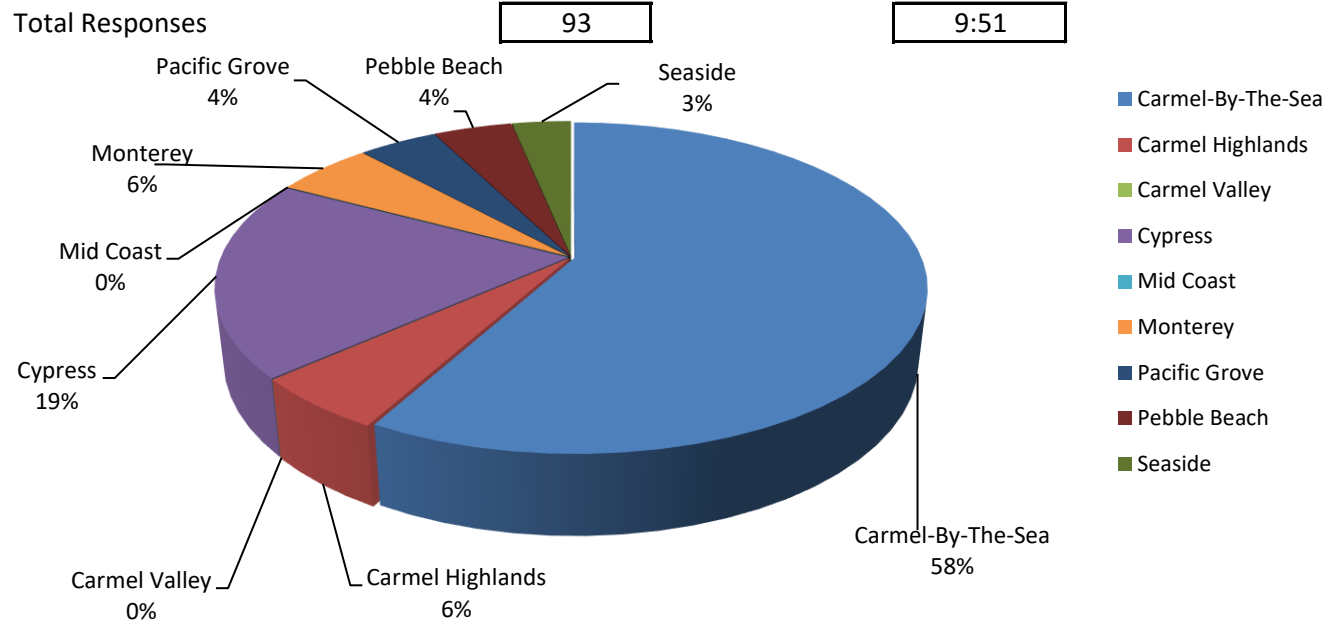
Code 2 Calls	4
Code 3 Calls	35
Total # of Incidents	39
Total Average Response Time	0:10:50



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



<u>District Response</u>	<u>Number</u>	<u>Average Response Time</u>
Carmel-By-The-Sea	54	3:59
Carmel Highlands	5	10:26
Carmel Valley	0	0:00
Cypress	18	6:34
Mid Coast	0	0:00
Monterey	5	9:53
Pacific Grove	4	15:58
Pebble Beach	4	10:18
Seaside	3	11:52



Total Code 3 Calls:	49
CFA Response Times for Code 3 Calls ≤ 5 minutes:	90%

request number	Date Requested	10-day response date	14-day extension due date	records requested	requestor	date completed	notes
25-1	1/3/2025	1/13/2025	1/24/2025	Maintenance Costs for Flanders Mansion for the past 10 years (Jan. 2014 to present).	Mike Buffo	ongoing	Sent first set of records found (maintenance invoices for Flanders 2018-2024) on 1/17/2025. Will continue to search and release additional records on a rolling basis
25-2	1/6/2025	1/16/2025		I would like to request the police record in the case of William Eric STRAUSS	Christopher Paes	1/6/2025	informed requester they must contact the Police Dept. directly to make the request.
25-3	1/6/2025	1/16/2025		a list of all vendors used by the Police Dept. from 1/1/2022 to present, and a list of all purchase orders for the Police Dept. for the same time frame	Justin Cunningham, ZipBuffalo.com	1/27/2025	records sent 1/27/2025
25-4	1/13/2025	1/23/2025		historic building permits/land use restriction records for 5315 Carmel Valley Road, Carmel	Adrian Angel	1/21/2025	no responsive records. The property location is in the County of Monterey.
25-5	1/13/2025	1/23/2025		Hazardous materials inventory, etc, records for 5315 Carmel Valley Road, Carmel	Adrian Angel	1/21/2025	no responsive records. The property location is in the County of Monterey.
25-6	1/23/2025	2/3/2025	3/14/2025	Carmel employee salaries for the year 2024, that includes each employee's name, title, base pay, overtime, holiday pay, sick pay, vacation pay, deferred comp, allowances, retirement plan contributions, etc., and total compensation in a sortable Excel spreadsheet.	Mary Schley	deadline extended to late March	Deadline extended to March 2025. Let requester know that we currently do not have the responsive records compiled but will have the report ready sometime in March.
25-7	1/28/2025	2/7/2025		Any records related to the construction of the "San Antonio Pathway" that was built by the Pebble Beach Co. and finished in 2010 for the U.S. World Open. Any records related to the project would be appreciated.	Andi Carr	2/7/2025	No responsive records found. Notified requester by phone on 2/7/2025.
25-7.5	1/21/2025	1/31/2025		copies of Resolutions 90-50 thru 90-59	Doug Schmitz	2/4/2025	records sent 2/4/2025

Request No.	Request Date & Received By	10-Day Due Date	Info Requested	Requestor	Date Completed by PSO	Status	Delivery Method
2025-001	12/31/24	01/10/25	Jones, Thomas 03/28/51	Pennsylvania State Police	01/05/25 mw	No record	Email sent
2025-002	12/31/24	01/10/25	CG2000259	DOJ	01/05/2025 mw	completed	email sent - mw
2025-003	01/01/25 mw	01/11/25	CA2300015	Kennedy Archer & Giffen Atty	01/05/2025 mw	completed	mailed
2025-004	01/08/25 mw	01/18/25	Record check Wynar	FBI -	01/13/2025 mw	completed	emailed
2025-005	01/10/25 mw	01/20/25	CQ2200503 Strauss	NCSC - naval	01/13/2025 mw	completed	emailed
2025-006	01/13/2025 ALI	01/23/25	CG0600590	Department of Corrections	01/13/2025 ALI	completed	emailed ALI
2025-007	1/13/2025 ALI	01/23/25	All reports/CFS between 01/01/2023 - 01/01/2025	Hole, Jason Barry	01/21/2025 mw	completed	mailed
2025-008	01/13/2025 mw	01/23/25	CC2400466	Lexis Nexis	01/14/2025 mw	completed	mailed
2025-009	01/14/25	01/24/25 mw	900873 242 case archives ?	DOJ		Purged	DOJ notified via fax
2025-010	1/21/2025 ALI	01/31/25	CG2500016	Kircher, Cheryl	1/22/2025	completed	mailed by DA
2025-011	01/27/2025 ALI	02/06/25	CG2300250	RVU/DOJ	01/27/2025 ALI	completed	faxed ALI
2025-012	01/27/2025 ALI	02/06/25	CG2500030	Probation Officer J. De Jesus County of San Mateo	01/27/2025 ALI	completed	emailed ALI
2025-013	01/27/2025 ALI	02/06/25	CA2500008	Metropolitan Reporting Bureau	01/27/2025 ALI	completed	mailed ALI
2025-014	01/28/2025 ALI	02/07/25	CG2300250	US Probation Office	01/28/2025 ALI	completed	faxed ALI
2025-015	1/30/25 DA	02/09/25	CA2500029	Metropolitan Reporting Bureau	1/30/25 DA	completed	mailed by DA



CITY OF CARMEL-BY-THE-SEA

Public Works Department January 2025 Report

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Mary Bilse, Acting Public Works Director
SUBMITTED ON:	February 13, 2025
APPROVED BY:	Chip Rerig, City Administrator

City Council Meeting of January 7, 13, and 14, 2025

- Appointed Council Member Bob Delves the Mayor Pro Tempore for 2025.
- Council agreed to terminate all existing ad hoc committees, and create new ones as needed.
- Council approved a resolution to approve the mid-year budget adjustments.
- Council directed staff to schedule a community meeting to discuss the Police Department Building Project (meeting is scheduled for February 10, 2025).
- City Administrator announced that the City will have a presentation on the City's wildfire prevention strategies on February 3rd City Council meeting. He announced that the audiovisual (AV) system in Council chambers will be upgraded.

Forest and Beach Commission Meeting of January 16, 2025

- Announced Earth and Arbor Day Scheduled for April 26, 2025.
- Provided a status update and revised the Interim Pickleball Rules.
- Approved a recommendation to the City Council regarding adoption of an Artificial Turf Policy prohibiting the installation of artificial turf/synthetic grass in the City.
- Staff presented the revised Community Engagement Survey for the Carmel Coastal Engineering and Adaptation Study.
- City Forester presented the Forester's Report for December 2024.
- The Acting Public Works Director presented the Public Works Department Report for December 2024.

Volunteer Groups

- Volunteers from Carmel Cares lead over 230 weekly cleanup sessions along the Scenic Pathway.
- Carmel Cares volunteered with Santa Lucia Conservancy at the North Dunes and Forest Theater on Martin Luther King Day. They removed over 300 pounds of invasive species at the North Dunes and two pickup truck loads of trimmings at Forest Theater.
- The Carmel Cares Downtown Detail have 20 regularly scheduled volunteers who deadheaded the median along Ocean Avenue and cleaned up the landscaping in Downtown Carmel.
- The Garden Club is working to maintain and beautify the North Dunes and the City Hall gardens.
- Friends of Mission Trail Nature Preserve will present their Work Effort Overview to the Forest & Beach Commission in February 2025.

Environmental Programs

- Submitted and received grant funds reimbursement for the Coastal Engineering Study, Phase 2 Project from the California Coastal Commission.
- Reviewed and scheduled a time to present the Coastal Engineering Study Adaptation Strategies for the March Forest & Beach and Planning Commission meetings.
- Modified the Community Survey associated with Sea Level Rise based on feedback received at the January 16th Forest and Beach Commission meeting.
- Reviewed and conducted final stormwater plan checks for private construction sites.
- Researched grant opportunities for electric vehicle chargers for Vista Lobos and Sunset Center parking lot.
- Coordinated with Carmel Cares regarding the Carmel Beach Cleanup presentation to the Forest & Beach Commission.
- Attended regional agency meetings (Monterey Regional Stormwater Management Program and ReGen Monterey).
- Issued new waivers in accordance with SB 1383 for recycling/organics program's collection services.
- Continued to coordinate with vendors for the Earth/Arbor Day on April 26, 2025.

Facility Maintenance

- Upgraded the heating, sump system, and coordinated with the roof repairs at City Hall.
- Successfully resolved a plumbing issue at the Vista Lobos facility
- Meetings to review the Sunset Center elevator repairs.
- Discussed Fire Station improvements for the large engine.
- Reviewed ADA railing proposal at Devendorf Park.
- Coordination with Vista Lobos office improvements for carpet installation.
- Coordinate the Fire Station roll-up door and construction project in garage.
- Upgraded the vault epoxy at the Harrison Memorial Library and Children's Library.
- Coordinate the Norton Court roll up door and security system.
- Initiated surveys of City Facilities for maintenance review.
- Coordinated locking/unlocking pickleball nets at Forest Hill Park.

Project Management for the Capital Improvement Program

4 Leaf Projects:

- For the Police Building Project, Council received a Status Report and reviewed the Conceptual Design. Council directed staff to schedule a community meeting (February 10, 2025) to discuss the Police Department Building project further and receive public input.

Ausonio, Inc. Projects:

- For the City Hall Roof Replacement Project, contract was awarded to California Constructors in the amount of \$175,340, which includes a 10% contingency, is complete. Construction is 99% complete and Contractor is working through their final punch list items.
- The Sunset Center Cottage Window Repairs Project contract in the amount of \$161,040, which includes a 10% contingency, to Pro-Ex Construction was awarded at the August City Council Meeting. Construction is 99% complete and Pro-Ex is working through their final punch list items. The Notice of Completion has been filed with the County of Monterey.
- For the San Antonio Pathway Repair Project, Second to Fourth Avenues, contract was awarded at the October 2024 City Council meeting to Sharp Engineering and Construction in the amount of \$503,470. Construction on this project began in December 2024 and is now 75% complete. Construction paused on January 28th for the ProAm and will restart construction on February 5, 2025.

- For the Sunset Center Retaining Walls Repair Project, ZFA submitted 90% plans and technical specifications. An extra work authorization was issued to ZFA for repairs of two large cracks in another wall in the north parking lot. This project is being reviewed by Public Works staff and will go to Council for additional funding in March 2025.

Wallace Group Projects:

- For the FY 2023/2024 City-wide Paving Project, staff is reviewing a proposed contract amendment for the creation of the FY 2024/25 conglomerate paving project approved by Council with a budget of 2.8 million. The design for this project is 95% complete and is expected to go out to bid in spring 2024.
- For the Shoreline Infrastructure Repair Project, the Request for Proposal was issued seeking coastal engineering and environmental firms to design and acquire environmental permitting for the repair of two structurally-damaged beach access stairs, reconstruction of the Fourth Avenue seawall/outfall, and to assess, prioritize, and provide cost estimates for all other shoreline infrastructure identified in the Coastal Engineering Study, Phase 1 Condition Assessment Report. The City selected Moffett and Nichol and will go to Council in March 2025.

Additional Capital Improvement Projects:

- For the MTNP 3 Drainage Projects, which includes drainage piping near the Rio Road entrance, an 85-foot boardwalk over a bog, and reconstruction of a large swale. This project was awarded to Monterey Peninsula Engineers in the summer of 2024, and construction was completed by the end of 2024.
- For the four City-wide Drainage Improvement Projects, Neill Engineering completed plans and technical specifications. The project was advertised in September 2024 and the contract was awarded to Coastal Paving & Excavation in January 2025. The start of construction is February 2025.

Street Maintenance

- Continued maintenance of potholes, sign maintenance, and placing decomposed granite in tree wells.
- Painted curbs in Downtown Carmel.
- Prepared and posted 160 No Parking signs for Pro Am Golf Tournament.
- Constructed a rock-lined drainage channel at San Carlos and Second Avenue to prevent further erosion.
- Repaired the split rail fence on Camino Del Monte.
- Initiated the sidewalk and gutter survey for tripping hazards in Downtown Carmel.
- Replaced mutt mitts and cleaned up trash receptacles.
- Repaired plywood at Scenic Avenue and Twelfth beach stairs.
- Picked up massive piles of debris at Mission Trail Nature Preserve.
- Removed exposed gabion rocks and overlay a lift of decomposed granite in Mission Trail Nature Preserve.
- Constructed and installed new signs at Carmel Plaza along Junipero Street.
- Constructed and installed new signs at Forest Hill Park tennis courts.

Forestry, Parks, and Beach

- Refer to City Forester's Report.



CITY OF CARMEL-BY-THE-SEA Monthly Report

City Forester's Report

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

Forestry, Parks, and Beach Highlights:

Carmel Forest Master Plan (CFMP):

- Selected consultant (Dudek) to lead the environmental review of our draft update to the Carmel Forest Management Plan. Currently working on their contract.
-

Contractors:

- Met with West Coast Arborists and issued task orders for them to remove all logs from Rio Park, as well as to clean up Forest Theater.
- Tree contractors are finishing up current task orders and will receive large task orders for the remainder of the fiscal year.

City Staff and Crews:

- City Tree Crew removed 15 dead, dying, or dangerous trees and pruned 27 trees providing clearance for roads and stop signs.
- City staff and contractors started locking pickleball nets on off-days.
- Staff held interviews for an unfilled tree crew position that was created through Council action this for fiscal year.
- City Forester and Administrative Analyst Met with the Friends of Carmel Forest to discuss trees along Scenic as well as planting throughout town.

Permit Information

2025 Permitted removals, pruning, and required planting												
	Tree permits received	Tree permits Issued	Site Inspections Performed	Total Prunings	Total Removals	Removal of Upper	Removal of Lower	Required to Plant Upper	Required to Plant Lower	No room for new tree	Meets Density Rec.	Total Number of Trees Required
January	43	26	9	10	18	12	6	7	9	0	2	16
February												
March												
April												
May												
June												
July												
August												
September												
October												
November												
December												
2024 Totals	43	26	9	10	18	12	6	7	9	0	2	16

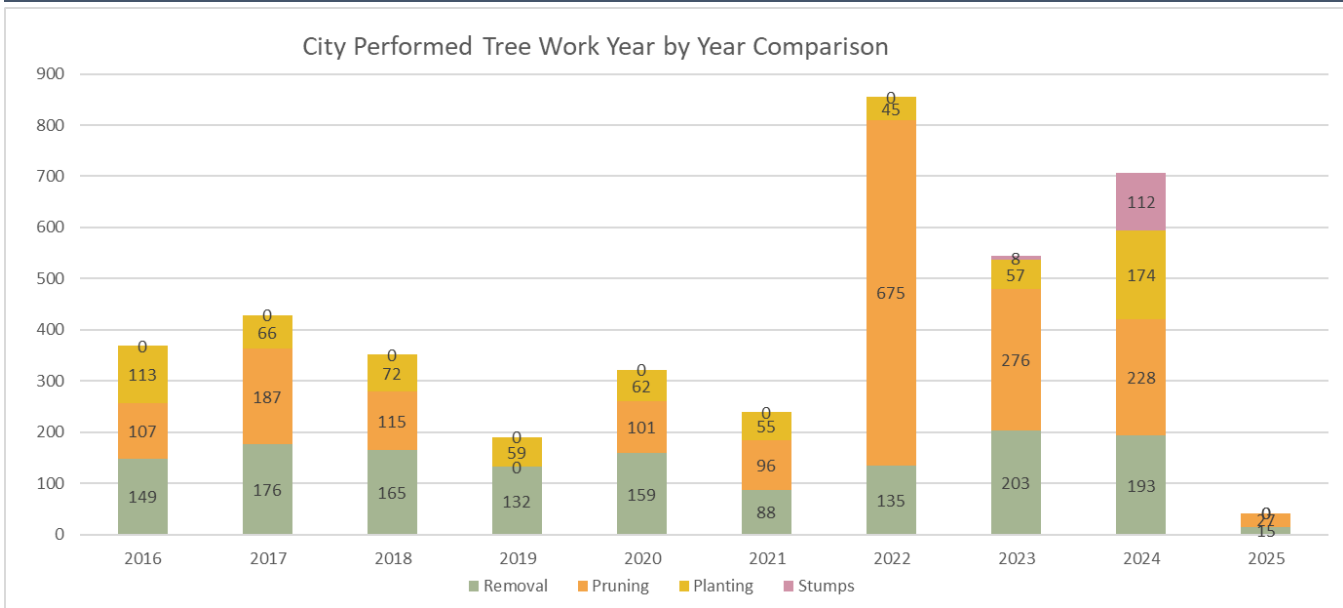


Historic permitted removals and required planting		
	Re-planting of upper	Re-planting of lower
2013	31	29
2014	35	20
2017	15	28
2018	1	18
2019	53	63
2020	70	28
2021	81	54
2022	48	37
2023	164	72
2024	118	113
2025*	7	9

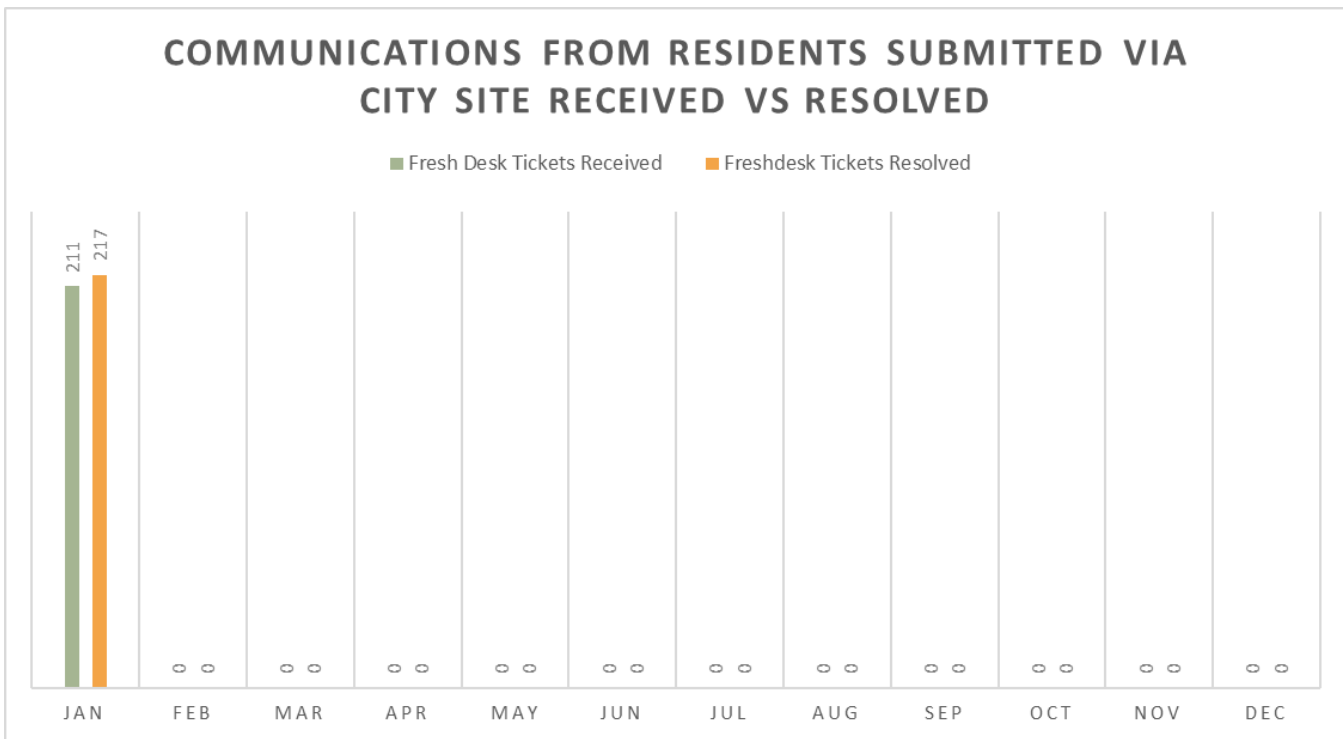
*Year to date

Historic permitted removals and required planting								
Year	Permitted removals	Removal of upper	Removal of lower	Replanting Required	Replanting of upper	Replanting of lower	Replanting %	Applications processed
2021	204	81	123	135	81	54	66.18%	213
2022	149	82	67	85	48	37	57.05%	155
2023	324	211	113	223	164	72	68.83%	336
2024	231	110	121	231	118	113	100.00%	391
2025	18	12	6	16	7	9	88.89%	43





Year to date – Includes work performed by City crew as well as on call tree contractors.



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

Master Plan Inventory Catch up

ORIGINAL LIST PRESENTED TO COUNCIL (2024)							
	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Very Poor</u>	<u>Dead</u>	<u>Totals</u>
<u>PROW</u>	119	4,827	4,886	726	127	186	10,871
<u>Median</u>	17	44	15	2	3	5	86
FEBRUARY 2025							
	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Very Poor</u>	<u>Dead</u>	<u>Totals</u>
<u>PROW</u>	119	4,904 (+77)	4,915 (+29)	718 (-8)	124 (-3)	162 (-24)	12813 (+1,942)
<u>Median</u>	17	182 (+138)	180 (+165)	24 (+22)	6 (+3)	6 (+1)	456 (+370)



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

March 3, 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: January 2025 Check Register Summary

RECOMMENDATION:

Approve the check register for January 2025.

BACKGROUND/SUMMARY:

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

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

As a supplement to the check register, staff have included information about the contract balances for vendors who received payments during the month of October 2024. This data can be found on the last page of the report.

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

FISCAL IMPACT:

The check register summary for January 2025, totals \$1,436,480.30.

PRIOR CITY COUNCIL ACTION:

Council ratified the December 2024 check register at the February 3, 2025 special council meeting.

ATTACHMENTS:

Attachment 1) January 2025 Check Register Summary

January 2025 Check Register

Attachment 1

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 000				
54945	County of Monterey-Treasury Division	Dec 2024 traffic citation funds collected	01/17/2025	1,962.50
11025001	CALPERS	Active Medical Premiums	01/10/2025	160,204.39
Total for Department: 000				162,166.89
Department: 110 City Council				
54925	Peninsula Messenger LLC	Mail service sorting and delivery	01/10/2025	7,568.00
54949	Hans Buder	Reimburse for Luncheon/Mty Business Council 3/25/2025	01/17/2025	50.00
55024	Mayon Capital, Inc	Mail delivery service - Feb and Mar 2025	01/30/2025	11,000.00
Total for Department: 110 City Council				18,618.00
Department: 111 City Administration				
54887	SESAC -	Music Performance License	01/03/2025	610.00
54891	US Bank	Target: holiday staff lunch supplies - gingerbread house kits, candy	01/03/2025	133.96
54903	Alhambra	Water service-City Hall	01/10/2025	207.35
54905	Amazon Web Services Inc	Data and cloud storage fees	01/10/2025	509.18
54907	AT&T	Telephone service citywide	01/10/2025	2,590.26
54911	Comcast	Cable service PD	01/10/2025	555.74
54914	Digital Deployment	Website support agreement:Maint, training, security and updates	01/10/2025	700.00
54915	IAMP Pro Audio/Anthony J. Nocita	Set-up, live production, associated support of city meetings and	01/10/2025	2,700.00
54916	Iron Mountain	Records storage and management services	01/10/2025	1,714.94
54922	MRC	Xerox copier usage citywide	01/10/2025	9.98
54923	Office Depot, Inc.	Office supplies Admin	01/10/2025	129.37
54932	T-Mobile	Monthly cell service, usage and purchases	01/10/2025	1,028.44
54934	Verizon Wireless	Cell phone sales and usage	01/10/2025	4,482.82
54937	AT&T	Telephone service citywide	01/17/2025	1,053.09
54939	Bobby Richards	Reimburse for vehicle expenses League of Ca Cities conf Oct 2024	01/17/2025	236.73
54941	Carmel Pine Cone	Legal noticing	01/17/2025	1,280.25
54950	Image Sales	Employee ID Badges	01/17/2025	110.35
54952	Minuteman Press	Checks	01/17/2025	1,198.70
54959	PC Specialists, Inc	Arctic Wolf subscription	01/17/2025	27,491.28
54963	Quality Print & Copy	Printing service-Business cards,stationary,envelopes	01/17/2025	218.50
54964	Regional Government Services	Payroll services	01/17/2025	6,412.50
54966	Same Day Shred	Admin-Document shredding services	01/17/2025	50.00
54974	US Bank	New York Times:sSubscription	01/17/2025	23.00
54974	US Bank	MMANC: Membership Garary	01/17/2025	95.00
54974	US Bank	League of Ca Cities: conference fee Fields	01/17/2025	564.57
54974	US Bank	Carmel Bakery: Employee Appreciation	01/17/2025	30.16
54974	US Bank	Terry's Lounge: Employee Appreciation	01/17/2025	61.47
54974	US Bank	Freshworks: IT subscription	01/17/2025	232.00
54974	US Bank	Constant Contact: subscription	01/17/2025	88.00
55001	IWORQ	Software management services and support:Add'l letters and forms	01/24/2025	14,125.00
55012	US Bank	Mission Bistro: Police incident investigation	01/24/2025	739.11
55012	US Bank	La Playa Hotel: Use of facilities Police investigation	01/24/2025	503.92
55012	US Bank	Lucky's: HR interview panel expenses	01/24/2025	95.03
55012	US Bank	Eco Products: supplies for employee holiday lunch	01/24/2025	428.58
55012	US Bank	See's Candy: supplies for employee holiday lunch	01/24/2025	102.25
55033	Alhambra	Water service-City Hall	01/31/2025	169.88
55034	AT&T	Telephone service citywide	01/31/2025	1,025.70
55037	Comcast	Cable service PD	01/31/2025	569.83
55044	MRC	Xerox copier usage citywide	01/31/2025	9.98
55045	Office Depot, Inc.	Office supplies Admin	01/31/2025	251.10
55048	SRS Private Investigations	Marik Enterprises LLC invoice 2024-180	01/31/2025	160.00
55049	Tangent Computer, Inc	DMARC DKIM SPF Planning and Deployment Subscription	01/31/2025	995.00
55050	US Bank	Junction Networks: IT telephone	01/31/2025	879.77
55050	US Bank	Microsoft: IT subscription	01/31/2025	726.36
55050	US Bank	Apple Store: Airpods	01/31/2025	272.03
55050	US Bank	Bitwarden: IT subscription	01/31/2025	30.00
55050	US Bank	Junction Networks: IT telephone	01/31/2025	381.97
55050	US Bank	Freshworks: IT subscription	01/31/2025	750.00
55050	US Bank	Zoom: IT subscription	01/31/2025	667.84
55050	US Bank	Metrofax: HR subscription	01/31/2025	11.95
55050	US Bank	Adobe: IT subscription	01/31/2025	775.12

55050	US Bank	Backblaze: IT subscription	01/31/2025	77.74
55050	US Bank	Google Cloud: IT subscription	01/31/2025	2.34
11025001	CALPERS	Medical Admin fee	01/10/2025	485.51

Attachment 1

Total for Department: 111 City Administration 78,753.65

Department: 112 City Attorney

54993	Burke, Williams & Sorensen, LLP	City Attorney services	01/24/2025	1,254.00
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Total for Department: 112 City Attorney 1,254.00

Department: 115 Community Planning & Building

54884	Chico State Enterprises-Accts Rec	FY 24-25: Website - GIS Map (layers, functions, etc.)	01/03/2025	1,032.75
54885	Lisa Wise Consulting	Consulting: Affordable Housing Alternatives	01/03/2025	2,000.00
54886	Polaris Land Surveying, Inc	RVW Parcel Map for Hog's Breath property.	01/03/2025	1,500.00
54890	Universal Staffing Inc	Temporary staffing services: Diane Backer	01/03/2025	14,322.00
54892	Veronica Tam and Associates	Carmel Sites Strategy	01/03/2025	8,715.00
54999	Engineered Fire Systems	FY 23-24: Fire Systems Review	01/24/2025	1,125.00
55004	Marnie Waffle	CA Housing & Community Development Conference Reimbursement	01/24/2025	448.11
55007	Office Depot, Inc.	FY 23-24: Office Supplies, CP&B Dept.	01/24/2025	640.18
55008	Past Consultants LLC	FY 23-24: Historic Context Statement Update:Phase Two	01/24/2025	27,540.00
55011	U.S. CAD	Bluebeam Complete Annual Subscription	01/24/2025	2,835.00
55045	Office Depot, Inc.	FY 24-25: Office Supplies, CP&B Dept.	01/31/2025	65.58
55050	US Bank	Marriot: Conference Hotel, Marnie Waffle	01/31/2025	882.65

Total for Department: 115 Community Planning & Bu 61,106.27

Department: 116 Police

54902	Abel Suppressor Co	Police Dept supplies	01/10/2025	1,021.50
54904	Altius Medical	Medican/bio hazard waste disposal	01/10/2025	103.00
54912	Community Hospital of the Monterey Peninsula	PD Testing services	01/10/2025	27.00
54913	Department of Justice/Accounting Office	Outfitting police vehicle	01/10/2025	32.00
54918	Jays Tires	Outfitting police vehicle	01/10/2025	5,335.74
54919	JD Repairs, Inc	PD Auto repair services	01/10/2025	2,710.07
54929	Swift Car Wash	Car washes Police Dept	01/10/2025	160.00
54930	T2 Systems Canada Inc.	Digital Iris Scanner Service	01/10/2025	235.00
54931	T2 Systems, Inc	MobilePay subscription monthly fee	01/10/2025	83.33
54933	Transunion Risk & Alterna	PD: Monthly fee for information services	01/10/2025	75.00
54942	Carmel Towing & Garage	PD Fuel charges	01/17/2025	1,326.73
54943	Chaplin and Hill Investigative	Investigative services	01/17/2025	12,516.27
54946	Deanna Dickman	Reimburse for VIP training/refreshment expense	01/17/2025	173.71
54948	Federico's Embroidery	PD : CERT expenses	01/17/2025	152.80
54990	Alhambra	Water service-Police Dept	01/24/2025	253.89
55002	Javier Auto Services	Amb Auto Repairs	01/24/2025	1,039.17
55006	Nichols Consulting	Prep of SB 90-State Mandated Cost Claims	01/24/2025	3,454.00
55009	Swift Car Wash	Car washes Police Dept	01/24/2025	160.00
55010	Transunion Risk & Alterna	PD: Monthly fee for information services	01/24/2025	75.00
55012	US Bank	Area419: Safety equipment Bruno	01/24/2025	326.25
55012	US Bank	Chevron: fuel	01/24/2025	35.17
55012	US Bank	PD Equipment maint	01/24/2025	262.69
55012	US Bank	Watsonville Ford: repair service MachE patrol	01/24/2025	461.77
55012	US Bank	Ford Motor Co.: Ford connected charge station	01/24/2025	872.91
55012	US Bank	Starbucks: Police incident debrief	01/24/2025	16.95
55012	US Bank	Monterey: Parking downtown	01/24/2025	9.00
55012	US Bank	Monterey: Parking downtown	01/24/2025	7.00
55012	US Bank	Starbucks: Police incident debrief	01/24/2025	71.00
55012	US Bank	KTLLC: dispatch training	01/24/2025	199.00
55012	US Bank	Jersey Mikes: retirement lunch Johnson	01/24/2025	90.50
55012	US Bank	Safeway: retirement lunch Johnson	01/24/2025	15.34
55013	Wayside Garage	Auto repairs PD	01/24/2025	553.01
55039	Department of Justice/Accounting Office	PD:Fingerprinting services	01/31/2025	79.00
55042	JD Repairs, Inc	PD Vehicle repairs	01/31/2025	7,438.50
55046	Online Policing Solutions, Inc	NPS-AID Learning Center access	01/31/2025	749.00

Total for Department: 116 Police 40,121.30

Department: 117 Fire

54903	Alhambra	Water service-Fire Dept	01/10/2025	176.46
54910	City Of Monterey	FY 24-25 Monthly fee Interim Fire Admin/Emerg Incident Mgmt	01/10/2025	271,133.00
54921	Mission Linen Service	Fire Dept laundry service	01/10/2025	394.42
54996	Curtis Pacific North Division	Repairs sales order#935264	01/24/2025	26,588.50

55000	First Alarm	Alarm services-Fire Station	01/24/2025	338.55
55005	Mission Linen Service	Fire Dept laundry service	01/24/2025	384.42

Attachment 1

Total for Department: 117 Fire 299,015.35

Department: 118 Ambulance

54906	American Supply Company	Janitorial Supplies-Amb Dept	01/10/2025	169.34
54908	Bound Tree Medical LLC	Medical supplies	01/10/2025	4,940.13
54910	City Of Monterey	Ambulance Administration fee	01/10/2025	2,268.50
54917	Isaac Eckel	Reimburse for Paramedic license renewal	01/10/2025	250.00
54926	Peninsula Welding & Medical Supply, inc.	Ambulance Dept-Oxygen/hazardous materials transport service	01/10/2025	161.11
54935	Wittman Enterprises, LLC	Ambulance billing service	01/10/2025	2,443.60
54991	American Supply Company	Janitorial Supplies-Amb Dept	01/24/2025	37.25
54995	City Of Monterey	Ambulance overtime reimbursement for staffing by Monterey Fire	01/24/2025	13,553.13
54998	Dr. James Stubblefield, MD, Inc	Annual contract:Medical director Fire Agency Provider Controlled	01/24/2025	8,000.00
55014	Wittman Enterprises, LLC	Ambulance billing service	01/24/2025	2,879.16
55036	CENCAL EMS Training,LLC	Annual Paramedic license - Myles Routh	01/31/2025	250.00

Total for Department: 118 Ambulance 34,952.22

Department: 119 Public Works

54940	Carmel Area Wastewater District	Annual storm drain cleaning	01/17/2025	5,101.38
54944	Cintas Corporation	Uniform Services	01/17/2025	418.70
54951	Metropolitan Transportation Commission	Annual Subscription 9/24/24 #4926-AR13569	01/17/2025	3,000.00
54953	MJ Murphy Lumber and Hardware	Lumber	01/17/2025	506.58
54954	Monterey Bay Air Resources District	Permit renewal.12/27/24 FAC-599_12-27-2024	01/17/2025	1,596.00
54956	Napa Auto Parts	PW vehicle supplies	01/17/2025	38.77
54958	Office Depot, Inc.	Office Supplies for PW Admin	01/17/2025	294.88
54961	Poe's Plumbing & Backflow	Hydro-jetter to remove roots, mud for clogged line 12/20/24 #I-3	01/17/2025	700.00
54962	Pureserve Building Service	FM Janitorial services Citywide	01/17/2025	22,428.86
54963	Quality Print & Copy	Business Cards VG 12/10/24 #24115	01/17/2025	472.72
54965	Robert Half	Temp help in Forestry	01/17/2025	3,386.32
54967	Scarborough Lumber & Building	Public Works Streets supplies	01/17/2025	176.49
54969	Sherwin-Williams Co.	PW Paint and paint supplies 12/10/24 #7083-0	01/17/2025	462.83
54971	Tope's Tree Service Inc.	Tree work in City	01/17/2025	11,820.00
54972	Town and Country Gardening	Tree work in City	01/17/2025	15,557.67
54973	Tree Stuff Lockbox No 639707	Forestry Supplies	01/17/2025	808.62
54974	US Bank	Pizza My Heart: Employee Appreciation	01/17/2025	269.57
54974	US Bank	USPS: forestry supplies return	01/17/2025	38.45
54974	US Bank	Portabella: lunch meeting SLR Survey	01/17/2025	80.00
54975	Valley Hills Nursery	Plants and Trees	01/17/2025	1,433.19
54978	West Coast Arborists Inc .	Tree work in City	01/17/2025	30,472.00
54994	Carmel Cares-Dale Byrne, President	Reimburse for sidewalk pressure washing On The Spot	01/24/2025	13,500.00
54995	City Of Monterey	Vehicle repairs	01/24/2025	8,377.10
55015	Ailing House Pest Control	FM Pest control services Citywide	01/30/2025	424.00
55016	Alhambra	Water for PW	01/30/2025	209.33
55017	Carmel Towing & Garage	Fuel for PW vehicles	01/30/2025	2,348.18
55018	Cintas Corporation	Uniform Services	01/30/2025	189.55
55019	Cypress Coast Ford/Lincoln	PW Auto repairs	01/30/2025	327.68
55022	Golden State Portables	Portables for City sites	01/30/2025	3,466.00
55023	Granite Rock Company	Supplies for PW Streets	01/30/2025	243.84
55025	Nicole Nedeff	Consulting Ecologist for the FMP	01/30/2025	2,635.00
55026	Pacific Smog	Smog certificates	01/30/2025	105.50
55027	R & S Erection of Monterey Bay Inc	FM Misc services	01/30/2025	1,512.40
55028	Robert Half	Temp help in Forestry	01/30/2025	697.02
55029	Scarborough Lumber & Building	FM Materials and Supplies	01/30/2025	118.45
55030	Town and Country Gardening	Tree work in City	01/30/2025	17,153.67
55031	US Bank	Home Depot: Vista Lobos office project materials	01/30/2025	545.94
55031	US Bank	PetSmart: Devendorf pond fish food and supplies	01/30/2025	131.92
55031	US Bank	Amazon: Purifier air filters	01/30/2025	511.42
55031	US Bank	Ace Hardware: Fire Department screen replacement	01/30/2025	248.00
55031	US Bank	Home Depot: Holiday tree lighting materials	01/30/2025	235.86
55031	US Bank	Home Depot: Winter prep tools and supplies	01/30/2025	1,629.22
55032	Zero Waste USA	Mutt Mitts	01/30/2025	6,205.40

Total for Department: 119 Public Works 159,878.51

Department: 120 Library

54924	Pacific Grove Self Storage	Storage Unit - Document storage	01/10/2025	407.00
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Total for Department: 120 Library	407.00
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Department: 121 Community Activities

Attachment 1

54889	The Christmas Light Pros	Holiday tree lights	01/03/2025	19,375.00
54891	US Bank	Yard Envy: Christmas lighting bulbs	01/03/2025	960.96
54891	US Bank	Vistaprint: Foam Poster boards	01/03/2025	136.75
54891	US Bank	WalMart: Holiday supplies	01/03/2025	23.92
54891	US Bank	Amazon: Holiday supplies	01/03/2025	109.66
54891	US Bank	Carmel Lions Club: Marketplace	01/03/2025	108.00
54891	US Bank	Dollartree: Glitter	01/03/2025	13.66
54891	US Bank	Trader Joe's: Gift Cards and poinsetta	01/03/2025	245.82
54891	US Bank	Micheal's: Wreath and bow	01/03/2025	18.56
54891	US Bank	Home Depot: 24hr Plug mechanical timer with grounded outlets	01/03/2025	174.63

Total for Department: 121 Community Activities	21,166.96
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Department: 122 Economic Revitalization

54888	Sunset Cultural Center Inc.	Current fiscal year Operating Grant	01/03/2025	187,500.00
54928	See Monterey	Destination marketing Jurisdiction	01/10/2025	56,574.25
54976	Visit Carmel	Marketing and Economic Development funding FY 24-25	01/17/2025	30,000.00

Total for Department: 122 Economic Revitalization	274,074.25
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Department: 130 Non-Departmental

54909	Cal-Am Water Company	Water service citywide	01/10/2025	12,630.78
54927	PG&E	Citywide gas and electric services	01/10/2025	17,959.22
54960	PG&E	Citywide gas and electric services	01/17/2025	4,010.74
55035	Cal-Am Water Company	Water service citywide	01/31/2025	14,091.49
11025001	CALPERS	Retired Medical Premiums	01/10/2025	6,638.00

Total for Department: 130 Non-Departmental	55,330.23
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Department: 311 Capital Projects

54936	AA Safe and Security Co	Norton Court Garage Security access system upgrade	01/17/2025	6,919.10
54938	Ausonio, Inc	Sunset Center Cottage Window	01/17/2025	26,114.81
54947	Dudek	Environmental support:Drainage and erosion control plan reviews,	01/17/2025	2,702.50
54955	Monterey Peninsula Engineering	All equipment, material and labor to complete MTNP, 3 Stream/Dra	01/17/2025	21,688.45
54957	Nicole Nedef	Consulting various city projects	01/17/2025	425.00
54968	Sharp Engineering and Construction, Inc	Construction services:San Antonio Ave Walkway repairs per contra	01/17/2025	142,642.50
54970	Ten Over Studio, Inc	Sunset Center Cottage Windows	01/17/2025	2,089.90
54977	Wallace Group	Shoreline infrastructure repair	01/17/2025	292.50
54979	ZFA Structural Engineering	Stuctural engineering design services: Lincoln Street Bridge	01/17/2025	15,700.00
55020	Davey Resource Group, Inc.	Admin support UFMP	01/30/2025	2,019.50
55021	EMC Planning Group, Inc	Outreach Adaptation Pathway Development	01/30/2025	9,041.41

Total for Department: 311 Capital Projects	229,635.67
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Grand Total	1,436,480.30
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CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

March 3, 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 2025-020 Amending City Council appointments to the Monterey Salinas Transit (MST) Board of Directors, and the Transportation Agency of Monterey County (TAMC) Board of Directors

RECOMMENDATION:

Adopt Resolution 2025-020 Amending City Council appointments to the Monterey Salinas Transit (MST) Board of Directors, and the Transportation Agency of Monterey County (TAMC) Board of Directors.

BACKGROUND/SUMMARY:

In addition to their responsibilities on the City Council, Council Members serve as the City's representatives to various outside agencies. On January 7, 2025, the City Council adopted Resolution 2025-01, which appointed Councilmembers to various outside agency boards, including Monterey Salinas Transit (MST) and Transportation Agency of Monterey County (TAMC).

Since that time, a request has been made to modify the appointments for the MST Board of Directors and the TAMC Board of Directors as follows:

- Appoint Councilmember Baron as the Primary TAMC Board Member for 2025
- Appoint Mayor Pro Tem Delves as the Alternate TAMC Board Member for 2025

- Appoint Mayor Pro Tem Delves as the Primary MST Board Member for 2025
- Appoint Councilmember Baron as the Alternate MST Board Member for 2025

Recommendation

Since appointments to outside agencies require Council approval, the attached Resolution confirms the proposed changes. Adopting the attached Resolution will formalize the revised Council appointments to the MST and TAMC Boards. If approved, the City Clerk will notify MST and TAMC of the updated appointments.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

PRIOR CITY COUNCIL ACTION:

The City Council routinely appoints members to outside agencies by Resolution at the beginning of each year or as necessary.

ATTACHMENTS:

Attachment 1) Resolution 2020-020

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

Attachment 1

RESOLUTION NO. 2025-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AMENDING THE CITY COUNCIL APPOINTMENTS TO THE MONTEREY SALINAS TRANSIT (MST) BOARD OF DIRECTORS, AND THE TRANSPORTATION AGENCY OF MONTEREY COUNTY (TAMC) BOARD OF DIRECTORS

WHEREAS, City Councilmembers serve as representatives of the City of Carmel-by-the-Sea on various regional boards and committees in addition to their duties on the Council; and

WHEREAS, at the beginning of each year, or whenever necessary, it is appropriate to appoint or reappoint Councilmembers to these outside agency Boards and Committees; and

WHEREAS, the City Council appoints or reappoints members to these external boards and committees at the beginning of each year or as needed; and

WHEREAS, on January 7, 2025, the City Council adopted Resolution No. 2025-01, approving appointments to various external agencies; and

WHEREAS, the City Council has determined that changes to the City's representation on the Monterey-Salinas Transit (MST) Board of Directors and the Transportation Agency for Monterey County (TAMC) Board of Directors are necessary for 2025.

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

- Appoint Councilmember Baron as the Primary TAMC Board Member for 2025
- Appoint Mayor Pro Tem Delves as the Alternate TAMC Board Member for 2025
- Appoint Mayor Pro Tem Delves as the Primary MST Board Member for 2025
- Appoint Councilmember Baron as the Alternate MST Board Member for 2025

BE IT FURTHER RESOLVED that these changes are documented in Exhibit A attached to this Resolution.

PASSED AND ADOPTED by the City Council of the City of Carmel-by-the-Sea on this 3rd day of March, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dale Byrne, Mayor

Nova Romero, MMC, City Clerk

EXHIBIT A

2025 Representatives to Outside Agencies			
Outside Agencies Appointed by City Council	Primary Member	Alternate Member (if applicable)	Meeting Date/Time of each Month
Monterey Salinas Transit (MST) Board of Directors	Delves	Baron	2 nd Monday 10:00 a.m.
Transportation Agency of Monterey County (TAMC) Board of Directors (2 year term ends 12/2025)	Baron	Delves	4 th Wednesday or as sched. 9:00 a.m.



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

March 3, 2025

CONSENT AGENDA (Estimated time - 5 min)

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Ashlee Wright, Director, Libraries & Community Activities
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2025-021, authorizing the serving of alcohol on public property, and the erection of tents on public property for the Carmel Culinary Week

RECOMMENDATION:

Adopt Resolution 2025-021, authorizing the serving of alcohol on public property, and the erection of tents on public property for the Carmel Culinary Week

BACKGROUND/SUMMARY:

The 5th Annual Carmel Culinary Week is scheduled to take place May 30 - June 7 2025. It features immersive food and wine experiences, curated menus, and special offerings at participating restaurants.

Party in the Plaza will kick things off on Friday, May 30 and the popular Culinary Showdown at the Carmel Farmers' Market will return on Thursday, June 5. With the goal of creating more village-wide events that integrate more restaurants and create a festival atmosphere throughout the village Visit Carmel is proposing two new events to be held on public property during culinary week:

- Tuesday, June 3 - La Dolce Vita on Dolores (Dolores Street between Ocean and Seventh Avenues) an Italian themed, family style dinner
- Friday, June 6 - Boho Bites & Beats (Dolores Street between Fifth and Sixth Avenues - to the post office driveway) an international themed immersive experience

At the Tuesday, June 3 and Friday, June 6 events the serving of alcohol and erection of tents is proposed on public property. For the serving of alcohol on public property and erection of tents on public property, approval is required by City Council as follows:

- Per Carmel Municipal Code section 9.20.020, it is unlawful for any person to drink any alcoholic beverage in or upon any public place within the City. The City Council may, however authorize exceptions to the code for specific events of limited duration by adopting a resolution.
- Per Carmel Municipal Code section 12.32.060, it is unlawful to construct or erect any tent upon any public property. The City Council may, however authorize exceptions to the code for specific events of

limited duration by adopting a resolution.

Culinary Week first launched in January 2020 and moved to June in 2022 and has continued to evolve. In addition to the two new events above, there will also be an event Thursday, June 5 - Soiree by the Sea at the La Playa Hotel.

FISCAL IMPACT:

There is no fiscal impact associated with adopting the resolution.

PRIOR CITY COUNCIL ACTION:

There is no prior Council action for this event.

ATTACHMENTS:

Attachment 1) Resolution 2025-021

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

RESOLUTION NO. 2025-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CONSUMPTION OF ALCOHOL ON PUBLIC PROPERTY AND THE ERECTION OF TENTS ON PUBLIC PROPERTY FOR CARMEL CULINARY WEEK TO BE HELD MAY 30 – JUNE 7, 2025

WHEREAS, the 5th Annual Carmel Culinary Week will be held May 30th through June 7th, 2025; and

WHEREAS, the event features immersive food and wine experiences, curated menus, and special offerings at participating restaurants; and

WHEREAS, with the goal of creating more village-wide events that integrate more restaurants and create a festival atmosphere throughout the village, two new events that will be held on public property are being added during Carmel Culinary Week: 1. La Dolce Vita on Dolores on Tuesday, June 3 and 2. Boho Bites & Beats on Friday, June 6; and

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

WHEREAS, Chapter and section 12.32.060, it is unlawful to construct or erect any tent upon any public property, but that the City Council may, however, authorize exceptions to the code for specific events of limited duration by adopting a resolution.

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

Authorize the consumption of alcohol and the erection of tents for two events during the 5th Annual Carmel Culinary Week on:

1. Tuesday, June 3, 2025 on Dolores Street between Ocean and Seventh Avenues for the La Dolce Vita on Dolores event
2. Friday, June 6, 2025 on Dolores Street between Fifth and Sixth Avenues (to the post office driveway) for the Boho Bites & Beats event

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 3rd day of March 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dale Byrne, Mayor

ATTEST:

_ Nova Romero, MMC, City Clerk



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

March 3, 2025

CONSENT AGENDA (Estimated time - 5 min)

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Ashlee Wright, Director, Libraries & Community Activities
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2025-022, authorizing the serving of alcohol and public property for the Carmel Public Library Foundation's Donor Salute event Sunday, March 9, 2025 and the Sterling Circle event, Sunday, June 8, 2025

RECOMMENDATION:

Adopt Resolution 2025-022, authorizing the serving of alcohol and public property for the Carmel Public Library Foundation's Donor Salute event Sunday, March 9, 2025 and the Sterling Circle event, Sunday, June 8, 2025

BACKGROUND/SUMMARY:

The Carmel Public Library Foundation (CPLF) is requesting (Attachment 1) the use of the Harrison Memorial Library to hold its annual Donor Salute event, on Sunday, March 9, 2025. Donor salute is held each year to thank those who donate \$100 or more in a calendar year to the CPLF.

The CPLF is also requesting the use of the Harrison Memorial Library to hold its annual Sterling Circle event on Sunday, June 8, 2025 from 3:00pm - 5:00pm at the Main Library. The Sterling Circle event is held annually to thank the CPLF Planned Giving Program donors.

Both Donor Salute and Sterling Circle are opportunities for the CPLF to extend its gratitude and appreciation to its donors for their support.

Per City Policy C89-47 "Support Groups Policy" (Attachment 2), the use of library facilities shall be determined by the Harrison Memorial Library Board of Trustees, with the exception of events at which alcoholic beverages are offered. The Board of Trustees considered the CPLF's request at its February 26, 2025 meeting and approved the use of the Harrison Memorial Library for both events.

Wine is proposed to be served at each event. Per Carmel Municipal Code section 9.20.020, it is unlawful for any person to drink any alcoholic beverage in or upon any public place within the City. The City Council may, however authorize exceptions to the code for specific events of limited duration by adopting a resolution. Also, per policy C89-47, the City will not provide insurance coverage for any City Support Groups in a City building at which alcohol is served, unless the activity is officially co-sponsored by resolution of the City Council. The Trustees also voted to recommend that the City authorize the co-sponsorship for both of the events.

This request was submitted less than thirty (30) days advance in the case of Donor Salute, as required by City Policy 89-47. However, Donor Salute is an important annual event where CPLF and staff connect with and thank donors, which is even more critical as the CPLF embarks on a capital campaign for the renovation of the Harrison Memorial Library. As such, staff recommends that the Council accept the Trustees recommendation to approve and recommend that the City council co-sponsor and approve the serving of alcohol at each event.

FISCAL IMPACT:

Donors to the Carmel Public Library Foundation provide almost 100% of the funds for the Library's operating budget.

PRIOR CITY COUNCIL ACTION:

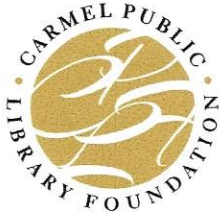
N/A

ATTACHMENTS:

Attachment 1 - Letter of Request

Attachment 2 - Support Group Policy

Attachment 3 - Resolution 2025-022



February 6, 2025

Ashlee Wright, Library Director
& Library Board Trustees
Sixth and Mission St.
Carmel, CA 93921

Dear Ms. Wright & Library Board Trustees:

The Carmel Public Library Foundation respectfully requests consideration to hold our donor cultivation events: the Donor Salute on Sunday, March 9, 2025 from 3:00-5:00pm and the Sterling Circle on Sunday, June 8, 2025 from 3:00-5:00pm at the Harrison Memorial Library.

We plan to serve wine and hors d'oeuvres at each of the events. We are eager to obtain whatever approvals are necessary. Please let us know if you require any further information or documentation.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Fallon", is written over a horizontal line.

Alexandra Fallon, Executive Director
Carmel Public Library Foundation

**CITY OF CARMEL-BY-THE-SEA
POLICY AND PROCEDURE**

Subject: Support Groups Policy	Policy/Procedure No: C89-47
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Effective Date: 3 October 1989	Authority: Resolution No. 89-121
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Purpose:

To establish a formal procedure for relationships between the City and its support groups.

Policy/Procedure:

As fully set forth in the policy document, attached.

Responsible Party:

City Administrator/City Council

Department of Origin:

Administration/City Council

Revision Dates:

6 March 1990 (Resolution No. 90-26)
 4 August 1992 (Resolution No. 92-70)
 3 April 2007 (Resolution No. 2007-19)
 2 October 2012 (Resolution No. 2012-70)
 7 September 2021 (Resolution No. 2021-046)
 4 January 2022 (Resolution No. 2022-009)

Rescinded Date:**City Administrator Approval:**

Signature

Date

Support Groups Policy September 21, 1989

General:

The City Council recognizes that individuals of the community will join together from time to time in support groups to assist the municipal organization (City) or one of its departments for a variety of reasons. The City Council also recognizes the value of the assistance so provided by support groups and encourages the formation of such groups where appropriate and/or a need exists. So that both the City and its entities and the support groups have a clear understanding of the nature and extent of the relationship, the following guidelines have been developed and adopted by the City Council.

Definition:

Support groups are associations of individuals who have voluntarily joined together in a unit whose sole or primary purpose is to provide assistance – monetary, social, cultural or otherwise – but not political – to the City or one of its departments.

Nature of Relationship:

The City recognizes the importance of support groups to the financial, social, cultural and environmental fabric of our community as well as the need for private support groups to be independent and freed of the restrictions which are applicable to public entities. It is also recognized by the City that a relationship will exist between support groups and the City. It is the intent of the City to keep the relationship with all support groups to a minimum, recognizing that support groups are private in existence, a status which requires neither the specific public noticing, reporting and liability responsibilities of, nor financial assistance from, the City.

While members of support groups have the freedom of association guaranteed by the Constitution, the support group is recognized by the City as a private body.

City Involvement with Support Groups/Personnel:

City personnel, whether elected, employed or appointed, shall not serve on the board of directors (either as a member or in an ex officio capacity) of a support group. Employees of support groups are not City employees and support groups and their officers shall refrain from representing themselves as agents or officers of the City. City staff will be assigned by the City Administrator to serve in a liaison capacity and to provide technical assistance to support groups if requested.

Use of City Facilities*:

Support groups are entitled to free use of City facilities for meetings, either general membership, board, executive committee, or special committee as long as:

- a) The date and time are convenient to the operation and maintenance of the facility in which the meet is desired;
- b) The meeting room is not needed for a City board, committee or commission meeting;

- c) The meeting is to occur during regular hours of operation or does not require the scheduling of staff beyond regular schedules if held at a time other than regular hours;
- d) The desired room is available;
- e) The City will not incur a substantial cost for providing the room; and
- f) The use of the City facilities by the support group is in furtherance of the interests of the City.

The City shall draw up an agreement with each support group which shall outline the terms and conditions for the free use of meeting rooms and of storage space. Support groups may also store assets and belongings in a public facility subject to a valid Hold Harmless Agreement and certificate of insurance being on file with the City Clerk's office and naming the City as an additional insured party, and provided that the space is not required for municipal properties.

City facilities, with the exception of library facilities, may not be used to provide free space or equipment for the business office of the support group. The use of Library facilities shall be determined by the Harrison Memorial Library Board of Trustees, with the exception of events held at these facilities at which alcoholic beverages are offered. Limitations on such use are described in this Policy in the paragraph titled "Insurance".*

Use of City Equipment*:

No support group, its officers or members, shall utilize any equipment belonging to the City and/or any of its departments except audio/visual equipment and room furnishings which are normally provided upon request with the use of a room. City equipment is defined but is not limited to telephones, desks, copy machines, computers and computer terminals, mail and stamping devices, facsimile machines, typewriters and adding machines. The City Administrator may grant use of City equipment in special circumstances. The use of library equipment shall be determined by the Harrison Memorial Library Board of Trustees.*

Membership Rolls:

Membership rolls of support groups and the City can be exchanged if an agreement is reached between the parties and is consistent with both State and Federal laws.

Postage:

Each support group shall secure and maintain its own Post Office box or mailing address. The City's or a City department's Post Office box or bulk mailing permit is to be used for official City business only. Each support group shall incur all expenses associated with the mailing of its literature, minutes, agendas and fund-raising requests.

* For statutory provisions governing use of library facilities and equipment, see Education Code, Title 1, Division 1, Part 11, Chapter 5, Section 18919 and Carmel-by-the-Sea Municipal Code Section 2.72.050.

Political Activities:

No support group, organized for the purpose of assisting the City or one of its departments shall partake, either officially or unofficially, in any political activity involving the City of Carmel-by-the-Sea, its officers, employees, or facilities. Political activity includes, but is not limited to:

- Mayoral and City Council elections
- Local ballot issues
- Involvement in administrative or personnel matters

Support Groups are encouraged to use proper and accepted internal City communication channels and the public appearances section of City Council meetings.

Insurance:

The City will provide general liability insurance coverage for support groups including the cost of the insurance deductible as long as the support groups are meeting or holding events in public buildings or at public facilities. If a support group meets away from a public building or public facility and/or outside the City limits, then it shall be the option of the support group as to whether it desires to secure insurance protection. The City will not provide insurance protection for activities and events held outside of the City limits or away from public buildings and/or public facilities and will not provide coverage at any activity where alcoholic beverages are being served unless such activity is officially sanctioned and cosponsored via a Resolution of the City Council.

Should support groups desire to serve alcoholic beverages at an event, either in a public building or at a public facility, the support group will be required to secure its own insurance coverage, unless the City Council adopts a Resolution of co-sponsorship.

Co-Sponsorship:

A Resolution of the City Council of the City of Carmel-by-the-Sea is required in order for the City to co-sponsor with any support group any event, performance, activity or function, whether one-time, cumulative or ongoing.

Fund-Raising Events within Public Facilities:

The City recognizes that support groups from time to time will request the utilization of public facilities for fund-raising activities. Such requests for the use of public facilities shall be forwarded to the City Council for its review at least thirty (30) days prior to the scheduled event. The City will give preferential consideration to support groups over other groups for fund-raising activities within public facilities.

Requests for the use of Library facilities shall be forwarded to the Harrison Memorial Library Board of Trustees for its review at least thirty days (30) prior to the scheduled event.* However, any event approved by the Library Board of Trustees at which alcoholic beverages are to be offered must also have prior approval of the City Council as set forth in this Policy in the paragraph titled "Insurance".

Support Groups are cautioned that obtaining such approval by both bodies could take seven weeks or more, depending on the scheduling of their respective meetings.

Bylaws:

Each support group shall provide a copy of its current bylaws to the City Clerk.

Annual Audit:

The City requires a copy of the annual audit, review or internal financial report of each support group.

Responsibility for Implementation of Policy:

The City Administrator is delegated as the City official responsible for the implementation of this policy.

Periodic Review:

The City Council will, from time to time, review the intent and content of this policy and make any necessary amendments which it deems necessary to protect the interests of the City and the support groups. All support groups will be notified whenever a review is determined to be needed.

* For statutory provisions governing use of library facilities and equipment, see Education Code, Title 1, Division 1, Part 11, Chapter 5, Section 18919 and Carmel-by-the-Sea Municipal Code Section 2.72.050.

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

RESOLUTION NO. 2022-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DESIGNATING CARMEL COMMUNITY EMERGENCY RESPONSE TEAM (CERT) AS AN OFFICIAL CITY SUPPORT GROUP IN ACCORDANCE WITH SUPPORT GROUP POLICY NO. 89-47

WHEREAS, in October 1989, the City Council adopted Resolution 89-121, the Support Group Policy, which establishes the relationship between the City and private groups; and

WHEREAS, in May 1990, the City Council adopted Resolution No. 90-47 designating the support groups of the City; and

WHEREAS, according to their website, Carmel CERT is a group dedicated to preparedness and assisting others in their neighborhood or workplace following an event; and

WHEREAS, Carmel CERT has already performed tremendous volunteer efforts, such as: COVID vaccination process, winter storm assistance, down power lines, beach closures, special event assistance, lost person support, and enhanced preparedness for any emergency; and

WHEREAS, Carmel CERT is directly connected with Monterey Fire Department and Monterey CERT which provides training support, CERT leadership, and extra staff for larger scale events.

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

1. Require Carmel by-the-Sea CERT to provide all documentation pursuant to Policy No. 89-47.
2. Designate the following groups as Support Groups pursuant to Policy No. 89-47:
 - a. Friends of Harrison Memorial Library
 - b. Carmel Public Library Foundation
 - c. Friends of Carmel Forest
 - d. Friends of Sunset Foundation
 - e. Lester Rowntree Native Plant Garden Committee
 - f. Friends of Mission Trail Nature Preserve
 - g. Carmel Cares
 - h. Carmel CERT (upon City Council approval and compliance with #1)
3. Authorize the City Administrator to submit the updated list of support groups to the insurance carrier.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 4th day of January, 2022, by the following vote:**

AYES: COUNCIL MEMBERS BARON, FERLITO, THEIS, MAYOR PRO TEM RICHARDS,
MAYOR POTTER


NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

APPROVED:

ATTEST:



Dave Potter
Mayor



Ashlee Wright
Acting City Clerk

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

RESOLUTION NO. 2025-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING CITY CO-SPONSORSHIP OF THE CARMEL PUBLIC LIBRARY FOUNDATION'S ANNUAL DONOR SALUTE AT THE MAIN LIBRARY ON SUNDAY, MARCH 9, 2025 AT WHICH ALCOHOL WILL BE SERVED AND AUTHORIZING CITY CO- SPONSORSHIP OF THE CARMEL PUBLIC LIBRARY FOUNDATION'S STERLING CIRCLE EVENT AT THE MAIN LIBRARY ON SUNDAY, JUNE 8, 2025

WHEREAS, the Harrison Memorial Library Board of Trustees and the Carmel Public Library Foundation are requesting City co-sponsorship of the Annual Donor Salute on Sunday, March 9, 2025, from 3:00 p.m. to 5:00 p.m. at Harrison Memorial Library; and

WHEREAS, the Harrison Memorial Library Board of Trustees and the Carmel Public Library Foundation are requesting City co-sponsorship of the Sterling Circle event on Sunday, June 8, 2025, from 3:00 p.m. to 5:00 p.m. at Harrison Memorial Library; and

WHEREAS, per Carmel Municipal Code section 9.20.020, it is unlawful for any person to drink any alcoholic beverage in or upon any public place within the City unless the City authorizes an exception to the code for specific events of limited duration by adopting a resolution; and

WHEREAS, City Policy C89-07 requires City Support Groups to obtain City Council approval to cosponsor events at which alcohol is served; and

WHEREAS, it is necessary to notify the City's insurance carrier of the co-sponsorship.

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

1. Agree to co-sponsor the Carmel Public Library Foundation's Annual Donor Salute on March 9, 2025.
2. Agree to co-sponsor the Carmel Public Library Foundation's Sterling Circle event on June 8, 2025.
3. Authorize the City Administrator to notify the Harrison Memorial Library Board of Trustees and Carmel Public Library Foundation of the Council's concurrence to co-sponsor the event.
4. Authorize the City Administrator to officially notify the City's insurance carrier of the co-sponsorship.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 3rd day of March, 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dave Potter, Mayor

ATTEST:

Nova Romero, MMC, City Clerk



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

March 3, 2025
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Javier Hernandez, Project Manager
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Receive Presentation from the Carmel Area Wastewater District on the Scenic Road Pipeline Replacement Project and Authorize Issuance of an Encroachment Permit with Special Conditions of Approval (Estimated time - 10 min)

RECOMMENDATION:

Receive the presentation and adopt a motion to authorize the issuance of an Encroachment Permit with Special Conditions of Approval to the Carmel Area Wastewater District.

BACKGROUND/SUMMARY:

Project Background

The Carmel Area Wastewater District (CAWD) is finalizing plans to replace aging wastewater infrastructure in portions of the City and the County, enhancing the long-term reliability of the wastewater system. The project will replace approximately 10,561 linear feet (about 2.0 miles) of existing sewer mains, with the installation of new pipelines. These improvements are aimed at replacing outdated infrastructure, not increasing the system's overall conveyance capacity. CAWD has applied for a permanent City Encroachment Permit (**Attachment 1**) to proceed with construction in Fall 2025.

As detailed in **Attachment 2**, the project will take place along Scenic Road, from Ocean Avenue to Santa Lucia, within the City limits. It includes the replacement of approximately 0.9 miles of existing gravity sewer main. The project alignment is entirely located within the roadway right-of-way and CAWD easement along Scenic Road, bordered by single-family residences to the east and Carmel Beach to the west. A small section (approximately 150 linear feet) of the project will extend onto Santa Lucia.

The project will replace the existing 8-inch gravity sewer main using two construction methods:

1. **Pipe bursting**, where the existing pipe is expanded or broken in place, and a new pipe liner is inserted - resulting in minimal surface disturbance.
2. **Traditional open trench excavation**, which involves cutting, removing, and replacing the pipe. Launching and receiving pits will be excavated at both ends of the pipe.

Throughout the alignment, there are existing sewer laterals that connect residential properties to the sewer main. A total of 235 lateral reconnections will be made where sewer line replacement occurs. The sewer will be installed

at the same depth and alignment, continuing to serve residential properties.

This project is part of CAWD's broader infrastructure upgrade program, which aims to replace aging infrastructure and ensure a more reliable sewer system for its customers. Upon completion of the pipeline installation, the streets will be resurfaced with a micro-surfacing treatment at no cost to the City.

Project Benefits

- Replace sewer mains that are over 75 years old and deteriorating
- Reduce the risk of sewage leaks and spills
- Improve the long-term reliability of the sewer system
- Install new private service lateral "wye" connections to the mainline sewer

Project Status

CAWD is in the final stages of completing the design plans, technical specifications, and bidding documents for the project. After a public bidding process, a contractor is expected to be selected by Summer 2025, with construction scheduled to begin in early Fall 2025. Construction is anticipated to take approximately nine months to complete.

Public Works staff, including the Director, Project Manager, Superintendent, and City Forester, have reviewed the project plans to assess construction impacts on the City. The Community Planning and Building Department has reviewed the design for code compliance. The traffic control plans will be reviewed and approved by the City's Police Department and Public Works staff. Additionally, no trees will be impacted by this project.

Special Conditions of Approval:

To minimize impacts to the community before, during, and after construction, Public Works has developed over 50 Special Conditions of Approval for the Encroachment Permit. These conditions were negotiated with and accepted by CAWD. A list of the conditions can be found in **Attachment 3**. Key conditions include:

- Provide \$5 million in general liability insurance coverage
- Provide public notices and signage with a 24/7 hotline for concerns
- Coordinate with Police, Fire, GreenWaste, and other relevant entities
- Adhere to approved traffic control plans
- Provide detours around active construction zones
- Ensure local resident ingress and egress at all times
- Provide updated construction schedules to the City
- Coordinate with the City on potential construction shutdowns during special events
- Reconstruct any damage to private and public property

CAWD and their engineering consultant, MNS, will manage construction and oversee the contractor. Public Works will ensure adherence to the approved traffic control plans, inspect street restoration work, and ensure compliance with the Conditions of Approval. The Directors of Public Works and Public Safety have the authority to halt the project immediately should significant safety concerns arise.

At the March 3, 2025 City Council meeting, Patrick Treanor, P.E., CAWD's District Engineer, will present an overview of the project, anticipated construction impacts, and key mitigation measures.

ENVIRONMENTAL REVIEW

The Planning Commission adopted Resolution 2024-073-PC on September 11, 2024, approving the Initial Study and Mitigated Negative Declaration for the Scenic Road Pipeline Replacement Project, as prepared by the Lead Agency, Carmel Area Wastewater District. Additionally, the Planning Commission adopted Resolution 2024-074-PC on September 11, 2024, approving Coastal Development Permit 24149 for the replacement of the existing sewer mains within the Scenic Road right-of-way between

Ocean and Martin Way.

FISCAL IMPACT:

Based on the length of pipeline project, the Encroachment Permit fee will be \$487.00.

PRIOR CITY COUNCIL ACTION:

N/A

ATTACHMENTS:

Attachment 1) Encroachment Permit Application

Attachment 2) Site Map

Attachment 3) Final Conditions of Approval



**PERMANENT ENCROACHMENT
PERMIT APPLICATION**

City of Carmel-by-the-Sea
Department of Community Planning & Building
P.O. Box CC, Carmel, CA 93921
(831) 620-2010 OFFICE

EN Attachment 1
FEE PD _____
REC # _____
Copy Given to: _____
Date: _____

1. Property Owner: Carmel Area Wastewater District Date: 5/28/24

2. Project Location: Primarily along Scenic Road

Block: Ocean Ave.-17th Ave. Lot(s): N/A Parcel #: N/A

Mailing Address: 3945 RIO RD City: Carmel State: CA Zip: 93922

3. Contractor/Contact Person (Circle One): Hope Laborin

Mailing Address: 2025 Gateway Place, Suite 328 City: San Jose State: CA Zip: 95110

Telephone # (408) 213-5122 E-Mail: hmaloney@mnsengineers.com

Contractor State Lic #: N/A Contractor City Lic #: N/A
Type: N/A

4. Date Work is Scheduled to Begin: Fall 2025 Projected Completion Date: Spring 2026

PLEASE ATTACH SITE PLAN AND PHOTOS DETAILING PROPOSED

FULLY DESCRIBE ALL WORK PROPOSED: Sewer main replacement project using open trench and pipe bursting methods. The project also includes manhole rehabilitation and replacement.

→PLEASE NOTIFY **USA DIG** (Call 811) **48 HOURS PRIOR** TO DIGGING

→PLEASE NOTIFY **PUBLIC WORKS DEPT.** (831-620-2074) **48 HOURS PRIOR** TO START OF WORK

→CONTROL OF DRAINAGE DURING **AND** AFTER CONSTRUCTION IS **REQUIRED.**

Applicant Acknowledgement

I understand and agree to comply with all pertinent conditions, standards and requirements as specified by the Carmel Municipal Code, State, County and Federal regulations pertaining to this permit application. I agree to properly maintain the subject work at no expense to the City and to indemnify the City from any liability arising from the permit issued. Acceptance by the City of the work described hereon is not a waiver of my obligations as stated herein.

Applicant Name (Print Clearly): Hope Maloney

Signature: Hope Maloney  Date: 1/10/2025

CITY USE ONLY BELOW

Lead Department: Planning & Building

Public Works

Public Works: Approve/Disapprove

Forestry/Beach: Approve/Disapprove

By: _____ Date: _____

By: _____ Date: _____

Planning Department: Approve/Disapprove
(Optional)

Police Department: Approve/Disapprove
(Optional)

By: _____ Date: _____

By: _____ Date: _____

Additional Insurance: Approve/Disapprove
(Optional)

By: _____ Date: _____

Please protect all trees during construction:

→HAND DIG WITHIN 10 FEET OF TREES.

→NOTIFY FORESTER OF ROOTS 2” OR MORE THAT NEED TO BE CUT.

FINAL INSPECTION FROM PUBLIC WORKS: _____

DATE: _____

Attachment 1

**INSTRUCTIONS TO THE APPLICANT
PERMIT FOR ENCROACHMENT IN THE PUBLIC RIGHT-OF-WAY
CITY OF CARMEL-BY-THE-SEA**

An application for an encroachment in the public right-of-way includes all of the following steps.

1. Encroachment Permit Application

This is the first step in the process of requesting the City’s approval for an encroachment in the public right-of-way. The application and the form entitled “Information Regarding Improvements in the ROW” are to be completed and returned, along with the encroachment application fee, as determined by the master fee schedule, to the Department of Community Planning & Building. A site plan sketch on an 8.5” x 11” sheet is also typically required (refer to the Site Plan Requirements handout, included with this application packet).

2. Hold Harmless Encroachment Agreement

Upon preliminary staff approval of the Encroachment Permit Application forms, submittal of the Hold Harmless Encroachment Agreement is required. This document must be executed by the legal owner(s) of the property adjacent to the public right-of-way upon which the encroachment is planned to be installed. The names must be written and signed as they appear in the official records of the City, i.e., “William L. and Elizabeth W. Jones” – not “Bill and Liz Jones.” The applicant(s)’ signature(s) must be notarized.

Special attention should be paid to paragraph 3 of this Agreement and the insurance requirements set forth therein. If the application is approved, **WORK MAY NOT BEGIN** until the Certificate of Insurance is on file with the City Clerk’s Office.

IMPORTANT NOTICE

TO THE AGENT PROVIDING INSURANCE COVERAGE ON THE ADDITIONAL INSURED POLICY FORM

When required to supply Liability Insurance, either in the amount of **\$2,000,000** in combined single limit insurance for personal injury and/or property damage per occurrence and **\$4,000,000** in aggregate caused by or due to the present of the encroachment in the CC, SC, RC and R-4 districts OR **\$500,000** in the R-1 district it is imperative that the additional insurance coverage be in the form of an “endorsement” using the following language:

3. Notice Pursuant to Municipal Code § 12.08.110

“The City of Carmel-by-the-Sea, its elected officials, officers, agents and employees are additionally insured under the policy.”

INFORMATION REGARDING IMPROVEMENTS IN THE PUBLIC

RIGHT-OF-WAY

NAME: Hope Maloney

MAILING ADDRESS: 2025 Gateway Pl #328, San Jose, CA 95110

TELEPHONE: (Business): (408) 213-5122 (Home or Cell): (408) 213-5122
(E-Mail Address): hmaloney@mnsengineers.com

EXACT LOCATION OF PROPOSED ENCROACHMENT(S): See attached documents.

BLOCK: N/A Lot(s): N/A APN: N/A

TYPE OF ENCROACHMENT(S): If there is more than one required (e.g. fence and steps), please list each separately. Attach additional sheet(s) if necessary.

- 1. Sewer main and manhole replacements - see attached documents.
2.
3.

DIMENSION(S) OF ENCROACHMENT(S): (Attach an 8 1/2" x 11" site plan showing all existing and proposed improvements in the right-of-way.)

- 1. See attached documents.
2.
3.

TYPE OF MATERIAL TO BE USED FOR EACH ENCROACHMENT REQUESTED:

- 1. See attached documents.
2.
3.

WHEN RECORDED, MAIL TO:

CITY OF CARMEL-BY-THE-SEA
ATTN: ENCROACHMENTS
PO BOX CC
CARMEL-BY-THE-SEA, CA 93921

THIS SPACE FOR RECORDER'S USE ONLY

HOLD HARMLESS ENCROACHMENT AGREEMENT

AGREEMENT made this _____ day of _____, 20___, between the CITY OF CARMEL-BY-THE-SEA, hereinafter called CITY, and _____, hereinafter called OWNER, with reference to the following facts:

OWNER is in possession of and owns certain real property in CITY known as Block _____, Lot(s) _____, Assessor's Parcel No. _____ Zoning District _____, street location _____.

OWNER has requested from CITY permission to construct and maintain a structural encroachment on CITY street or sidewalk area adjacent to or near the property, described as follows:

_____.

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, agree as follows:

1. CITY grants permission to OWNER to construct and maintain a structural encroachment on CITY street or sidewalk area adjacent to or near OWNER'S property, as described above. Said permission is subject to the following conditions:

- a. Execution of the Hold Harmless Agreement and compliance with the provisions of paragraph 3 below.
- b. _____

2. OWNER, his successors and assigns, agrees to name CITY an additional insured and to hold CITY harmless from any and all claims, actions and demands of third parties of any kind, character and description arising out of or due to any accident or mishap in, on , or about said structural encroachment so constructed or so maintained or any error or omission resulting in personal injury or property damage.

3. OWNER, agrees to provide CITY and maintain a certificate of insurance from an insurance carrier acceptable to CITY certifying that OWNER has public liability and property damage insurance with limits of not less than \$500,000 combined single limit for personal injury and/or property damage for property located in the R-1 zoning district and limits of not less than \$4,000,000 for property located in all other zoning districts. The certificate must indicate this insurance is primary over any other valid or collectible insurance CITY may have, insures owner’s performance of this Hold Harmless Agreement and that the Carrier will notify CITY in the event of any material change in the policy, including the nonrenewal thereof. Said Certificate of Insurance must name CITY, its elected officials, officers, agents and employees as additional insured insofar as the insurance pertains to this encroachment. Owner further agrees to maintain said insurance as long as said encroachment remains on CITY property.

In the event of cancellation or nonrenewal, the insurance company will give thirty (30) days’ written notice to CITY. The Certificate must be signed by an authorized employee of the insurance carrier and mailed to: City Clerk, Carmel-by-the-Sea, P.O. Box CC, Carmel-by-the-Sea, CA 93921.

4. CITY may terminate and revoke this Agreement at any time that it is determined by the City Council to be in the best interests of City and necessary to promote the public health, safety or welfare. Any expenses caused to OWNER, his successors or assigns, by termination of this Agreement shall be borne by OWNER, his successors or assigns.

5. The parties agree that this contract is for the direct benefit of the land in that it makes the property more usable and increases its value, as such, agree that the covenants herein shall run with the land, and the parties agree that the covenants shall bind the successors and assigns of OWNER.

CITY OF CARMEL-BY-THE-SEA:

OWNER(S):

By: Chip Rerig, City Administrator or Designee

Print Name

ATTEST:

Britt Avrit, City Clerk

Print Name

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____
Insert Name and Title of the Officer

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) , or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)





PUBLIC WORKS PLAN REVIEW

DATE: 02/14/2025

NAME: Scenic Road Pipeline Replacement Project

LOCATION: Scenic Road from Ocean Avenue to Santa Lucia Avenue

PREPARED BY: Javier Hernandez, PM

REVIEW RECOMMENDATION: Conditions of Approval

GENERAL: *DO NOT resubmit plans for recheck until comments from all disciplines have been addressed.*

The Scenic Road Pipeline Replacement Project (Project) is a major undertaking by Carmel Area Wastewater District (CAWD), their construction Contractor, (Contractor, or Permittee), and Engineer of Record consultant.

Construction of this Project will have significant impacts to the City of Carmel-by-the-Sea's roadway infrastructure, traffic, citizens, and businesses.

The following Conditions of Approval of the Encroachment Permit have been developed jointly by CAWD and the City of Carmel-by-the-Sea (City) to minimize the impacts and inconvenience to the public while accommodating construction of a difficult and unique pipeline rehabilitation project. CAWD, the Contractor, and City acknowledge that the conditions and work performed under this Permit may not be all-inclusive and that not every situation during construction can be ascertained at the time that these Conditions of Approval are issued. Consequently, the parties agree to work together in good faith to resolve field conflicts expeditiously, adapt these conditions to fit actual field conditions, and provide workmanship in the best interest of the public.

All Conditions of Approval are subject to modification and addition by the City to ensure the safety and welfare of the public, construction workers, and public and private property. References to the City means the Director of Public Works or his designee, including assigned contracted personnel, if any.

Conditions of Approval

1. The City has completed the issuance of a Coastal Development Permit for this project which included environmental review. The applicant, Carmel Area Wastewater District, was the Lead CEQA Agency and adopted a Mitigated Negative Declaration for the project.
2. As-built drawings shall be submitted to the City prior to acceptance of the surface improvements.
3. Public Relations: CAWD shall implement the following outreach program as a minimum during construction of the Project:
 - a) Project shall be presented at City Council Meeting prior to approval,

- b) Local/neighborhood meetings throughout the project may be required.
 - c) Door hangers and notices
 - d) Project barricades shall identify Project name and include Project owner contact information.
 - e) Magnetic truck signs (optional)
4. Council Meeting/Study Session: CAWD to make additional presentations to the City Council upon request.
 5. Joint Utility Coordination Meetings: CAWD to continue to attend and present updates at bi-monthly Joint Utility Coordination Meetings.
 6. Plan Checking: During construction of the Project, the City will provide plan checking services for: revisions to traffic control plans, ADA ramps, relocated sewer laterals, relocated storm drain pipelines, intersection modifications, and street and sidewalk improvements that cannot be reconstructed to meet preconstruction conditions in accordance with ADA standards, due to utility conflicts or similar reasons.
 7. Construction Inspection: Quality Control (QC) Inspection shall be performed by CAWD or CAWD's contracted consultant(s). The City's inspections, whether by City staff, consultants, or combination, is intended for Quality Assurance (QA) purposes. City requests copies of all QC inspection daily inspection reports, and all QC materials testing results performed by independent firm related to trench backfill, compaction, trench restoration, and final resurfacing. City will make City's QA inspection reports and materials testing reports available to CAWD upon request.
 8. Right-of-Way: Provide evidence to the City of any right-of-entry permits and/or temporary or permanent easements on private properties within City limits.
 9. Permits (Other): Provide City with a copy of the following permit for this Project:
 - a) California Department of Health Services Office of Drinking Water Variance for Water/Sewer line separation requirements if applicable.
 10. The City's Pavement Rehabilitation Project: While no conflicts are anticipated, the City and Contractor will meet in good faith to determine a resolution which minimizes impacts to both construction projects which may occur in close proximity on a temporary basis.
 11. Key City Events: CAWD's Project Manager and City's Project Manager to coordinate during construction and advise construction team of upcoming City events. City to provided listing of key City Events, and Contractor will make good faith efforts to reduce public inconvenience, or cease operations, during City events.
 12. Conformed Plans: Provide City with one (1) full size and one (1) half size set of conformed plans and one (1) copy of the specifications with all appendices prior to the start of construction at no cost to City.
 13. Street Trees: No trees are to be removed under this Permit. Contractor's arborist to contact City Forester at (831) 877-0949 for site consultations prior to trimming any canopy or roots of any City tree. Any trees damaged by Contractor's operations shall be replaced and maintained for a period for up to five (5) years as required by the City Forester. Roots no larger than 2 inches

shall not be cut without approval by the City Forester. The City's Forester will walk the project prior to start of construction to identify potential concerning areas or tree locations.

15. Discharges are not permitted into the City's storm drain system, including into lakes or streams. This applies to construction water and future operations of the pipeline. Discharges into the sanitary sewer system require prior approval of CAWD.
16. Staging Areas: provide to the City legal evidence of the use of all staging area(s) located within City limits.
17. Haul Roads: Haul roads will follow pipeline alignment and approved traffic control plans to the extent possible. Deviations require prior approval of the City.
18. Striping/Markings: Existing signs, striping, pavement legends, and markings damaged or removed by construction operations will be restored to current City standards and as directed by the City. Provide temporary pavement markings and striping on arterials in accordance with MUTCD and Caltrans standards. Provide permanent striping, legends, and markings within 10 business days of permanent pavement restoration. City to provide specifications on painting, striping, and markings.
19. Parking Notices, Tees and Stalls: provide a minimum of 72-hour advance notices for no parking zones every 50 feet in each direction affected. Restore parking tees per City standard detail. Parking notices will indicate the start date and anticipated duration of work within the affected area. Please do not be overlay conservative in completion dates. Coordinate no parking zones with the City's Project Manager.
20. Crosswalks: Restore crosswalk striping per City standard regardless of existing condition.
21. Ingress, Egress, and Parking Impacts: Notify, coordinate, and resolve access, ingress, egress, special needs (disabilities), and parking issues with all private property owners/tenants and businesses along the pipeline route. Contractor to always provide access to residents.
22. Incomplete Street Openings (barriers and steel plates): Where street openings cannot be backfilled during the day of opening, suitable barriers shall be placed around the excavation to prevent accidents, and lighted barricades shall be continuously maintained at the opening site. Alternatively, steel plates may be placed over or flush with the trench if traffic would otherwise be impeded. Steel traffic plates may be used at the end of trench in order to start work the following day without having to re-excavate the trench. No more the two steel plates shall be used at the finishing end of trench.

Temporary trench repair: all streets shall be temporarily restored with either cold mix or hot mix asphalt (HMA). The temporary trench patch must be kept in good condition with a reasonably smooth riding surface until structural pavement restoration. If cold mix asphalt is used, at the discretion of the City, the Contractor may be required to pave with the initial half of the alignment with HMA if the conditions or required maintenance of cold mix asphalt continues to be an issue.

The temporary trench repair asphalt shall be removed prior to structural pavement restoration. Asphalt replacement shall extend 1' beyond trench cut on each side of the trench. Where gutter edge or nearest lane line is less than 3' from trench limit, pave merit shall be replaced to gutter edge or to nearest lane line. When adjacent trenches are less than 3' from edge to edge, asphalt between trenches shall be removed and replaced. Additional pavement beyond the trench limits will be evaluated with site inspections if damage from construction to surrounding pavement occurs. The structural pavement restoration will be paved to a depth of at least 1" greater than existing pavement thickness.

Final surface restoration: within 3 months of pipeline completion, or as otherwise agreed to by the City, all streets along the pipeline alignment shall be completed with final resurfacing (gutter to gutter, or curb to curb). Preference will be given to pave/resurface long segments of streets at one time. Areas of defective pavement shall be removed and replaced prior to resurfacing in coordination with City inspection and City standards. Pavement resurfacing shall be micro-surfacing on both residential and arterial streets. Micro-Surfacing designs to be pre-approved by the City.

23. Contractor to avoid trenching or work that would trigger ADA ramps. Contractor shall contact the City if there are any questions or concerns about which work could trigger ADA ramps.
24. Prior to issuance of a Building Permit, the applicant shall submit a completed BMP tracking form for review and approval by the City. The Contractor shall implement the best management practices and have them in place prior to any construction operation being initialized. bmp details have been added to the contract documents. Contractor responsible for any additional measures that may be required for this project, or to obtain approval by the City.
25. Construction Operations:
 - A) cover all trucks hauling soil.
 - B) sweep all paved roads daily or as directed by City.
 - C) enclose or cover daily exposed stockpiles.
 - D) trees and vegetation not planned for removal or trimming shall be protected in place prior to construction.
 - E) on-site spill containment measures shall be available at all work headings.
 - F) in addition to other required notifications, "Contractor" shall also promptly notify the City of any archaeological findings in the event any are encountered. Cease all operations immediately and follow State and Regional requirements.
 - G) in addition to other required notifications, "Contractor" shall also promptly notify the City of findings of any human remains in the event any are encountered. Cease all operations immediately and follow State and Regional requirements.
 - H) designate worker parking areas that minimize parking displacement, and review worker parking strategies with City.
26. Project Schedules: Provide the City a construction "3 week look ahead" schedule on a regular basis. In lieu of a weekly construction schedule, a detailed project schedule will be required on at least a monthly basis.
27. Protection: Trench compaction shall be limited to the use of a compactor in a manner that induces an external load at the point of compaction of no greater than 2,450 psf at the following locations:
 - Locations where utilities (storm drain and water) are found to be located within 6'-5" of the outside diameter of the pipeline (i.e. based on USA markings and/or potholing), and
 - All crossings where the sewer is located below the water main.
 in lieu of compaction, the Contractor may backfill the trench with City-approved cement slurry.
28. Potholing: Pothole data shall be incorporated into As-built/red line set.

29. Emergency Contacts: Contractor to provide a list of at least three (3) names of 24/7 emergency contacts who can respond to accidents, traffic control and trench restoration issues. In addition, CAWD shall furnish and maintain an updated, comprehensive list of all project stakeholders, to include primary and alternate contacts, including CAWD, engineer of record, CalAM, PG&E, AT&T, Comcast, County of Monterey, and other key stakeholders.
30. Construction Work Hours: Night time work under this permit is not allowed. All other work is to be completed within the hours of 8:00 am -5:00 pm, Monday through Friday. If after hours, weekend, or holiday work is requested, prior authorization must be granted by the City. Additionally, no work will be permitted on Scenic Road between Memorial Day weekend and Labor Day. The City will charge an additional fee for all the work occurring outside of standard working hours.
31. Relocated Utilities: While no relocations of City facilities are anticipated at this time, if necessary, they will be properly planned, designed, and coordinated in advance of construction as a result of potholing. In the event that an unforeseen condition during construction requires the prompt realignment or relocation of an existing City utility or facility (i.e. water or storm drain pipe, drainage inlet), the Contractor/engineer of record shall provide sketches of both the existing condition and proposed condition in plan and profile, along with photographs and the improvement plans illustrating the exact location. A meeting will then be held at the site, or a phone conference will be held as soon as possible. Upon the City's assessment and approval, the work may proceed. The relocated facility will be shown on the as built plans. In the event of an emergency where immediate repairs are warranted, Contractor/engineer of record shall make a good faith effort to contact the City prior to making emergency repairs.
32. Traffic Control Plans: TCP's for the Project shall be submitted and approved by the City prior to commencement of construction. Additional or modifications to approved traffic control plans must also be approved by City prior to construction along the affected street segment. Final TCPs to be provided by Contractor.
33. Pedestrian/Bicycle Detour Plans: Provide safe provisions for pedestrians and bicycles around construction zones as required by the City.
34. Hazardous Materials: Handle, treat, and/or dispose of hazardous materials per specifications or as otherwise directed by the regulatory agency having jurisdiction.
35. Preconstruction Video: Contractor to provide the City with a preconstruction video of existing surface improvements shown from both directions, of acceptable clarity and quality to the City. In addition, provide copy of preconstruction photographs of specific locations within two (2) business days as requested by City.
36. Survey Monuments: Survey monuments removed or damaged due to construction operations shall be restored by a licensed land surveyor. All survey monuments located within the trench patch shall be replaced in accordance with City standard.
37. U.S.A. Notification: At least 2 days before any excavation, Contractor must contact underground service alert at 1-800-227-2600.
38. Cutting Street Surfaces: all concrete and asphalt streets, and concrete and asphalt sidewalks, curbs, gutters, medians, and dikes, will be saw cut with smooth straight edges unless otherwise approved by the City.
39. Headings: To prevent multiple, simultaneous traffic detours, no more than one pipeline heading is permitted on this project at one time within the City limits without prior approval from the City.

40. Clean Up: Upon completion of work along a street segment, all materials, traffic control devices, scraps and other materials and debris shall be entirely removed and the right of way left in a condition satisfactory to the City.
41. Damage to Existing Facilities: Promptly make repairs to the public right-of-way or underground utilities that are damaged by the work authorized by this permit. Damage to City streets outside of the pipeline alignment caused by construction operations, and specifically including haul routes, shall also be repaired to pre-construction conditions. These repairs shall be to the satisfaction of the City. Damage to third party utilities shall be repaired as required by the applicable utility's owner.
42. Storage of Materials: No stockpiling of material will be allowed along the sidewalk or on private property. Stockpiling along the street must be contained within the barricaded/protected areas of work site or as approved by the City. No stockpiling shall be located in the drainage path.
43. Concrete Washout Locations: Locations must be pre-approved by the City.
44. Emergency Access: Always maintain access for emergency vehicles.
45. Emergency Response Notifications: Contractor shall notify police and fire (831) 624-6403, and ambulance service providers at least 48 hours in advance as to proposed road/lane closures, detours, and alternate routes available.
46. School Zones: Avoid truck trips through designated school zones during school drop off and pickup hours. Provide construction schedule updates to the schools for bus route coordination.
47. Road Closure Notifications: Notify MST, GreenWaste, Waste Management, school districts and affected residences and businesses at least 48 hours in advance as to proposed closures and alternate routes available.
48. Private Improvements: Restore, repair, or replace private property improvements damaged by construction operations to the pre-construction conditions as commercially practical and to the private property owner's satisfaction. In the event the private property owner is not satisfied with the restoration or repair of damaged improvements, CAWD's Project Manager, and/or other such representative, shall meet with the property owner to resolve the issue.
49. Construction Progress Meetings: City expects to be invited and be able to actively participate in stakeholder construction progress meetings. Regardless of attendance, the City shall receive copies of progress meeting agendas and meeting minutes.
50. Construction Correspondence: City requests to be copied on project correspondence, submittals, RFI's, etc. pertaining to restoration of surface improvements within the City limits.
51. Final Inspection: Prior to a final inspection, all surface improvement work must be approved to the satisfaction of the City in accordance with applicable specifications and standards.
52. Insurance: Permit holder shall furnish a Certificate of Insurance showing there is in force the following valid policy showing the permit holder as the named insured and showing: a) commercial general liability-a minimum \$5,000,000 combined single limit per occurrence for bodily injury and property damage including products and completed operations, and 2) workers compensation and employers liability; limit of not less than \$1,000,000 per accident as required by the labor code of the state of California. Permit holder hereby waives any rights of subrogation against the City respecting worker's compensation. Commercial general liability certificate must be accompanied by the following endorsements: 1) the City of Carmel by the sea, its officials, officers, directors,

employees, agents and volunteers (hereinafter "City covered parties") are named as additional insureds; 2) notice of cancellation or changes of coverage shall be given to the City. The insurance is primary insurance with respect to the City covered parties. Any other insurance the City may have shall be considered excess insurance only. Permit holder's insurance shall also include a separation of insured's provision so that permit holder's insurance shall apply separately to each insured against whom liability is asserted. Failure of the Contractor to obtain and maintain the insurance as noted above may cause the denial and/or revocation of the Contractor's permit, at the sole and absolute discretion of the City.

53. Business Licenses: Contractor and consultants are required to possess or obtain a City of Carmel-by-the-Sea business license prior to the start of work.
54. Work along Scenic Road will be limited to 20 working days. This effort shall be coordinated with the City and all residents affected shall be notified a minimum of two weeks in advance.
55. Pedestrian access to the beach shall not be obstructed or closed at anytime without prior approval from the City.



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

March 3, 2025
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Javier Hernandez, Project Manager
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2025-023, authorizing the City Administrator to execute a Professional Services Agreement with Moffatt & Nichol, Inc. for coastal engineering and environmental services related to the Carmel Beach Coastal Protection and Access Improvement Projects, with a not-to-exceed budget of \$399,013 (Estimated time - 15 min)

RECOMMENDATION:

Adopt Resolution 2025-023 (**Attachment 1**), authorizing the City Administrator to execute a Professional Services Agreement (**Attachment 2**) with Moffatt & Nichol, Inc. for coastal engineering and environmental services related to the Carmel Beach Coastal Protection and Access Improvement Projects, with a not-to-exceed budget of \$399,013.

BACKGROUND/SUMMARY:

Background

In June 2021, the City Council adopted Resolution 2021-033, approving the Capital Improvement Plan (CIP), which included the *Beach Sand and Wall Inspections* project, with an allocated budget of \$25,000. This project aimed to assess the rates of beach and sand loss along the coastline by reviewing existing data and aerial imagery. These inspections were essential for understanding coastal erosion trends and identifying areas that required further intervention or preservation efforts.

In June 2022, the City Council adopted Resolution 2022-048, approving 25 Capital Improvement Projects (CIPs) for Fiscal Year 2022/23, including the *Sea Level Rise/Coastal Engineering Report* project. This project was allocated a budget of \$150,000 and was structured to gather critical data and analysis to inform long-term decisions related to the durability and maintenance of the City's coastal resources and infrastructure. Recognizing potential overlaps in objectives, this project was efficiently combined with the *Beach Sand Survey and Wall Inspections* project, which had been carried over from the previous fiscal year.

In November 2022, the City Administrator executed a contract with EMC Planning Group, Inc. (EMC) to analyze four key coastal sections outlined in the Climate Committee Implementation Appendix. These

sections were as follows:

1. Armored private properties on the bluffs at the north end (Pescadero Canyon area).
2. Mostly natural, unarmored North Dunes area.
3. Unarmored dunes along private property between Eighth Ave. and Del Mar Parking Lot.
4. Mostly armored bluffs along Scenic Road south of Eighth Ave.

The goal of this project was to assess the current coastal conditions, identify vulnerabilities to sea level rise and erosion, and develop actionable recommendations for long-term coastal management. EMC's approach was structured around a series of tasks aimed at evaluating these conditions and preparing an action plan including the following scope:

- Coastal Engineering Condition Evaluation – Assessing the structural condition and resilience of coastal protection infrastructure
- Shoreline and Beach Change Analysis – Analyzing historical and current trends in beach and shoreline changes, including both seasonal fluctuations and long-term erosion patterns.
- Shoreline and Beach Erosion Exposure Modeling – Modeling future erosion risks under various scenarios, including sea level rise and storm surges.
- Coastal Hazard and Sea Level Rise Vulnerability, High Priority Adaptation Identification, and Action Plan – Identifying vulnerable areas and proposing high-priority adaptation strategies for each coastal section.

In July 2023, a "no cost" amendment (Amendment No. 1) was executed to the EMC agreement, adding an additional task to review the City's existing hazard policies, specifically the Local Coastal Program (LCP). This was to ensure alignment with the City's adaptation strategies and guide future updates to the LCP as necessary.

In April 2023, Haro, Kasunich, and Associates performed an assessment and evaluated the condition of key shoreline infrastructure (stairs, revetments, and sea walls) and identified critical repairs necessary to ensure long-term coastal resilience. These assessments were performed following extensive damage observe following winter storms in 2022/23. Their findings are contained within the *Carmel Beach Coastal Protection Assessment Report (Attachment 3)* and included the following recommendations:

- **Seawalls:** Of the 11 existing seawalls, 2-4 were identified as needing repairs, with the Fourth Avenue Outfall Wall marked as a high priority for immediate repair.
- **Beach Access Stairs:** Of 11 beach access stairs, 9 were found to be in need of repair, with three identified as high priority due to severe damage, two of which had been closed following winter storms.
- **Rock Revetments:** Of 6 existing rock revetments, 4 require repairs, with 3 of these being high priority due to their critical role in protecting coastal infrastructure.

In June 2023, Council adopted Resolution 2023-067, approving 16 new Capital Improvement Projects (CIPs) for FY 2023/24, including carry-over projects from FY 2021/22 and 2022/23. To address the most urgent repairs identified in the assessment by Haro Kasunich, the *Shoreline Infrastructure Repairs* project was allocated a budget of \$250,000. The total estimated cost for the engineering design, environmental permitting, and construction of all necessary repairs is expected to exceed \$2 million over the next few years. This initial \$250,000 allocated for FY 2023/24 was intended to begin the engineering and design work for these repairs, focusing on the highest-priority tasks, including repairing the Fourth Avenue Outfall Wall seawall and restoring the high-priority beach access stairs, particularly those that were closed due to

storm damage.

In March to May 2024, City Staff performed repairs to re-open select stairs that experienced additional damage from storms in winter 2023/2024. These repairs were able to be completed within 30 to 60 days to reopen access and were performed under an Emergency Coastal Development Permit (ECDP). Multiple stairs remain closed due to more extensive structural repairs required or lack of beach sand causing an unsafe transition at the bottom stair landing. At this time, it was determined a more robust plan be developed and an engineering firm consulted to design the repairs and evaluate more long term solutions to maintain select beach/stair access year round and increase the resiliency of existing infrastructure to resist future storm damage and sea level rise.

Summary

In June 2024, the Council adopted Resolution 2024-047 for the FY 2024/25 CIP, which included the carry-over of previous fiscal year projects, including the *Shoreline Infrastructure Repair Project* (with an increased budget of \$400,000) and the *Shoreline Wall – Fourth Avenue Outfall Project* (with a budget of \$250,000) described in more detail below.

Shoreline Infrastructure Repair Project (FY 2024/25):

This project will begin engineering and design for the highest-priority shoreline repairs and beach access stair restorations. It will use materials similar to those already in place, streamlining the regulatory approval process. The initial phase will help estimate future costs and develop a phased approach for the repairs. A Request for Proposal (RFP) has been prepared to hire a consultant with expertise in environmental permitting, coastal and structural engineering, and cost estimating. Funding for this project includes the \$250,000 allocated in FY 2023/24, plus an additional \$100,000 reallocated from the Coastal Engineering Study, Phase 2, and approximately \$50,000 from a FEMA grant for stair repairs.

Fourth Avenue Outfall Seawall Repair (FY 2024/25):

The Fourth Avenue Outfall seawall was identified as the highest priority for repair in the 2023 Carmel Beach Coastal Infrastructure Condition Assessment. The seawall has significant structural issues, including an undermined foundation, cracks, and exposed corroded steel. The assessment recommended complete reconstruction, including the drainage box culvert outfall. This new project for FY 2024/25 has a budget of \$250,000 for engineering design and environmental permitting. Construction is estimated at \$900,000 and will be included in the 5-Year CIP for FY 2025/26.

Consultant Selection Process (2024):

To proceed with planning, design, and construction of the two projects above, a professional engineering consultant is required. In May 2024, the City advertised Requests for Statements of Qualifications (SOQs) from consultants to develop a multi-phased plan for coastal protection and access improvements. The project aims to develop an improvement and repair capital improvement program to maintain safe coastal access via stairways and perform coastal protection improvements for existing seawalls and revetments.

In July 2024, the City received three submissions from EnGeo, MME, and Moffat & Nichol. After a comprehensive evaluation by a Selection Committee, Moffat & Nichol was determined to be the most qualified for the project.

Scope of Services, Fee, and Schedule:

As outlined in the Professional Services Agreement, Moffat & Nichol will perform the following tasks:

Task	Scope of Work	Budget
1	Wood Stairs – Existing Condition Survey Report	\$90,160
2	Stairs Repair Project – 10th Ave North (ST7) and 12th Ave (ST4)	\$163,695
4	Fourth Ave Seawall Repair Project (S10)	\$87,146
Total		\$341,001

The base fee for these services was negotiated at \$341,001. The anticipated timeline includes completing Task 1 within 3 months, while Tasks 2 and 3 are expected to be ready for construction by Spring/Summer 2026, mainly due to environmental permitting requirements.

Additionally, a budget of \$58,012 is allocated for as-needed geotechnical support services throughout the agreement term, which expires on June 30, 2027. This work may be authorized pending the repair or replacement recommendations from Task 1 – Existing Condition Survey Report and is summarized below.

Task	Scope of Work	Budget
1	Wood Stairs – Existing Condition Survey Report	\$16,583
2/4	Geotechnical Drilling Investigation for Stairs Repair Project – 10th Ave North (ST7) and 12th Ave (ST4) and Fourth Ave Seawall Repair Project (S10)	\$41,429
Total		\$58,012

FISCAL IMPACT:

The following table recaps the current budget associated with the Carmel Beach Coastal Protection project with a total budget of \$650,000.

No.	Project/Task	Firm	Budget
A	Wallace Group Project Management	Wallace Group	\$63,594
B	Coastal Protection Stairs & Seawall Assessment + Design	Moffatt & Nichol	\$399,013
C	Budget Allowance for Construction Phase	TBD	\$187,393
Total			\$650,000

All expenditures for these projects are covered in the Capital Projects fund Account No. 301-311-00-43008

PRIOR CITY COUNCIL ACTION:

In June 2021, the City Council adopted the Capital Improvement Plan (CIP), which included the Beach Sand and Wall Inspections project, with an allocated budget of \$25,000. This project aimed to assess the rates of beach and sand loss along the coastline by reviewing existing data and aerial imagery. These inspections were essential for understanding coastal erosion trends and identifying areas that required further intervention or preservation efforts.

In June 2022, the City Council adopted Resolution 2022-048, approving 25 Capital Improvement Projects (CIPs) for Fiscal Year 2022/23, including the Sea Level Rise/Coastal Engineering Report project. This project was allocated a budget of \$150,000 and was designed to gather critical data and analysis to inform long-term decisions related to the durability and maintenance of the City's coastal resources and infrastructure. Recognizing potential overlaps in objectives, this project was efficiently combined with the Beach Sand Survey and Wall Inspections project, which had been carried over from the previous fiscal year.

In June 2023, Council adopted Resolution 2023-067, approving 16 new Capital Improvement Projects (CIPs) for FY 2023/24, including carry-over projects from FY 2021/22 and 2022/23. One of these projects was the Shoreline Infrastructure Repairs project, which was allocated a budget of \$250,000. This project arose from the recommendations in the Coastal Engineering Study, specifically its Shoreline Conditions Assessment. The assessment evaluated the condition of key shoreline infrastructure and identified critical repairs necessary to ensure long-term coastal resilience.

In June 2024, the Council adopted Resolution 2024-047 for the FY 2024/25 CIP, which included the carry-over of previous fiscal year projects, such as the Shoreline Infrastructure Repair Project (with an increased budget of \$400,000) and the Shoreline Wall – Fourth Avenue Outfall Project (with a budget of \$250,000).

ATTACHMENTS:

Attachment 1) Resolution 2025-023

Attachment 2) Professional Services Agreement

Attachment 3) Carmel Beach Adaptation Coastal Protection Assessment

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

RESOLUTION NO. 2025-023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH MOFFATT & NICHOL, INC. FOR COASTAL ENGINEERING AND
ENVIRONMENTAL SERVICES RELATED TO THE CARMEL BEACH COASTAL PROTECTION
AND ACCESS IMPROVEMENT PROJECTS, WITH A NOT-TO-EXCEED BUDGET OF \$399,013**

WHEREAS, in June 2021, Council adopted Resolution 2021-033 approving capital improvement projects for Fiscal Year (FY) 2021/22, including Beach Sand and Wall Inspection Project, with a budget of \$25,000; and

WHEREAS, in June 2022, Council adopted Resolution 2022-048 approving capital improvement projects for Fiscal Year (FY) 2022/23, including the Sea Level Rise/Coastal Engineering Report Project, with a budget of \$150,000; and

WHEREAS, in November 2022, the City Administrator executed a Professional Services Agreement with EMC Planning Group, Inc., in an amount of \$175,000, to analyze four key coastal sections outlined in the Climate Committee Implementation Appendix; and

WHEREAS, in April 2023 Haro Kasunich performed an assessment and evaluated the conditions of key shoreline infrastructures and identified critical repairs necessary to ensure long-term coastal resilience. Their findings are contained within the Carmel Beach Coastal Projection Assessment Report; and

WHEREAS, in June 2023, Council adopted Resolution 2023-067 approving 16 new Capital Improvement Projects (CIPs) for FY 2023/24, including carry-over projects from FY 2021/22 and 2022/23. To address the most urgent repairs identified in the assessment by Haro Kasunich, the Shoreline Infrastructure Repairs project, with a budget of \$250,000; and

WHEREAS, in June 2024, Council adopted Resolution 2024-047 approving the capital improvement projects for Fiscal Year (FY) 2024/25, including the *Shoreline Infrastructure Repair Project* (with an increased budget of \$400,000) and the *Shoreline Wall – Fourth Avenue Outfall Project* (with a budget of \$250,000); and

WHEREAS, in May 2024, the City advertised Requests for Statements of Qualifications (SOQs) from consultants to develop a multi-phased plan for coastal protection and access improvements; and

WHEREAS, in July 2024, the City received three submissions from EnGeo, MME, and Moffat & Nichol. After a comprehensive evaluation by a Selection Committee, Moffat & Nichol was determined to be the most qualified for the project; and

WHEREAS, sufficient funding is available for these services in the Capital Projects fund account, leaving a balance of approximately \$187,393 for subsequent construction.

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

Authorize the City Administrator to execute the Professional Services Agreement with Moffatt & Nichol, Inc. for coastal engineering and environmental services associated with the Carmel Beach Coastal Protection and Access Improvement Projects, for a not-to-exceed fee of \$399,013.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 3rd day of March 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dale Byrne, Mayor

Nova Romero, MMC, City Clerk

PROFESSIONAL SERVICES AGREEMENT
for the
Carmel Beach Coastal Protection and Access Improvement Projects

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

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

B. Change Orders.

- i. Agreements and Change Orders exceeding Fifty-Nine Thousand Nine Hundred and Ninety-Nine Dollars (\$59,999.00) require City Council approval to be valid.
- ii. The City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by the City Council and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.
- iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Administrator with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

C. Familiarity with Services and Site.

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

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

2. COMPENSATION

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Key Personnel, Compensation, and Fee Schedule (Exhibit "B"), in a base amount not-to-exceed Three Hundred Forty-One Thousand and One Dollars (\$341,001). A Supplemental Services budget of Fifty-Eight Thousand and Twelve Dollars (\$58,012) is available, but only upon prior written authorization by the City for as-needed geotechnical support services. The combined amount of Three Hundred and Ninety Nine Thousand and Twelve Dollars (\$399,013) is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant must submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;
 - ii. Invoice number and date;
 - iii. A brief description of services performed for each project phase and/or task;
 - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;

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

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

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

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

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

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

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

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

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement will commence by February 15, 2025 and must be completed by June 30th, 2027 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)," in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Timely Work.** Consultant will perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term," and Section 3.C, "Project Schedule," of this Agreement. Failure to perform is deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule.** Services must be completed by Consultant in accordance with the Project Schedule set forth in Exhibit "C." The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant will provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant must promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City will issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

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

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

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

5. REPRESENTATIVES AND COMMUNICATIONS

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

Name: Javier Hernandez
 Title: Project Manager
 Address: Junipero St, Carmel-By-The-Sea, CA 93921
 Telephone: 831-427-7665
 Email: jhernandez@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: Jaclyn Gnusti
 Title: Senior Coastal Engineer
 Company: Moffatt & Nichol
 Address: 2185 N California Blvd, Suite 500, Walnut Creek, CA 934596
 Telephone: 925-944-5411
 Email: jgnusti@moffattnichol.com

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

6. **INDEMNIFICATION**

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including 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. The general 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 represents 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 represents that it is familiar with all laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.
- C. Consultant must furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant may not use the City premises, property

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

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

9. CITY INFORMATION AND RESOURCES

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

10. OWNERSHIP AND USE OF MATERIALS

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

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

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

11. CONFIDENTIALITY

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

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

12. CONFLICT OF INTEREST

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

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

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

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

13. DISPUTE RESOLUTION

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

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

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

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

14. TERMINATION OF AGREEMENT

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

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

15. LEGAL ACTION / VENUE

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

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

16. MISCELLANEOUS PROVISIONS

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

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

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

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

City Administrator

Consultant Signature

Printed Name

Date

Printed Name

Date

Title

Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____
Brian Pierik, Esq., City Attorney

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____

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

Exhibit "A" - Scope of Services

PROPOSAL

Produced for the City of Carmel-by-the-Sea
July 2024

Pages from:

COASTAL ENGINEERING AND ENVIRONMENTAL SERVICES FOR
**CARMEL BEACH COASTAL
PROTECTION AND ACCESS
IMPROVEMENTS**
RFP #23-24-007



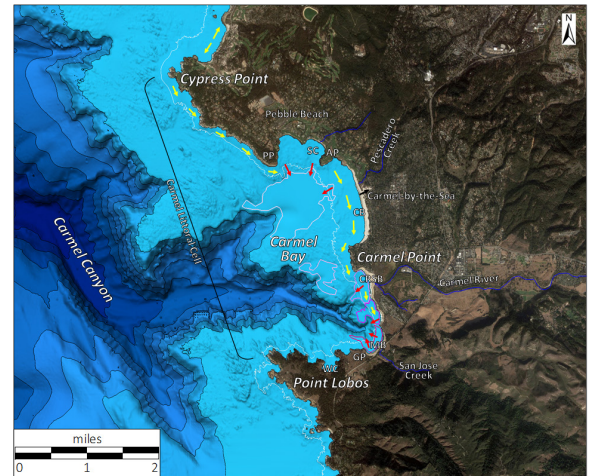
SECTION 5. PROJECT UNDERSTANDING AND APPROACH

Understanding

We understand that the City’s primary goals for this project are the Development and Design of a Multi-Phased Project for Coastal Protection and Access improvements. The City has conducted recent studies for the area that include a Condition Assessment of the seawalls, revetments and stair structures, and a Coastal Hazards Vulnerability Assessment. The City now seeks to develop both a Near-Term Repair Design for damaged stairways and seawall, and a Long-Term Repair and Implementation Strategy for the remaining structures along the beach. We also understand that the City is seeking cost effective, environmentally conscious, and robust solutions to improve the public access experience along the beach, while respecting the natural coastal environment.

THE CARMEL LITTORAL CELL

It is important to understand the physical setting when developing a long-term strategy that both preserves recreational public access and addresses future climate change. Carmel Bay exists as a result of two headlands that form the limits of the Carmel Littoral Cell - Cypress Point and Point Lobos. Within this cell lies Carmel Beach, which varies seasonally in response to the wave climate with a wider summer beach and a narrower winter beach. Sand transport is generally north to south. The characteristic white sand originates from erosion of the cliffs upcoast of the Bay. In this dynamic environment, structures must be designed to withstand wave impacts and founded securely in the marine terrace hardpan under the sand to resist wave-induced scour and erosion.



Carmel Littoral Cell between Cypress Point and Point Lobos. Yellow arrows indicate sand transport direction, red arrows denote losses, black arrow indicates accumulation of sand via dune building.

Approach

Our approach is structured into four main activities, some of which apply to multiple tasks in the scope of work:

1. Project Initiation, Field Investigations, and Information Assessment
2. Coastal Protection and Access Improvements Program Level Planning
3. Design Process for Repair and Replacement of Structures
4. Environmental Permitting

Activity 1 will be performed first, while Activities 2 through 4 will be performed somewhat concurrently to maximize efficiency. Program Level planning will be initiated with the stairway and seawall Design Process so that creative ideas from the long-term plan may be considered in the near-term repairs, avoiding a default to the “replace-in-kind” approach. The Environmental Permitting component will also begin at the same time to ideally result in final approvals prior to completion of 90% design packages.

PROJECT INITIATION, FIELD INVESTIGATIONS, AND INFORMATION ASSESSMENT

Key members of the Team will attend a kick-off meeting with City staff to discuss project objectives and expectations, and to start the process for logging existing site assessments and inspection reports. Based on the meeting, a concise Project Plan will be prepared with goals, tasks, milestones, and communication protocols. Following kick-off, field investigations will be conducted for structural inspection, surveying, and geotechnical sampling. Investigations will address all structures listed in Task 3 of the RFP for efficiency. The results of the surveying will be used to develop existing condition mapping in support of coastal processes evaluation and design of improvements, including a 3-Dimensional terrain model to visualize the beach, trail, walls, and staircases. The geotechnical subsurface exploration will help define

the profile, consistency and depth of the beach sand and bedrock deposits for analysis of bearing capacities, potential settlement and future storm-induced erosion, followed by development of recommendations to address geotechnical concerns for the stability of the existing seawalls, rock revetments, and stairways. All field data and findings will be integrated with the existing information as described in the following sections. We anticipate that we will be able to rely on the recent coastal studies for data, and supplement with additional analysis if needed for the design documents.



This is an example of a 3-dimensional model developed by CSW/ST2 for Cliff Drive in Capitola to support the planning of bluff stabilization. Using Autodesk® ReCap™, we can establish precise elevations along the entire bluff.

COASTAL PROTECTION AND ACCESS IMPROVEMENTS PROGRAM LEVEL PLANNING

Using the assembled information, we will develop and evaluate a range of conceptual improvement alternatives for long-term stairway, revetment, and seawall resiliency. Those alternatives found to be feasible will be further evaluated to identify preferred alternatives based on technical merit, cost, service life, and environmental impact. For the stairs, we will evaluate timber and timber-substitute/composite materials (shown to have greater longevity than timber while being cost effective) as well as the potential use of cast-in-place concrete. For the seawall, we will investigate if an alternative design is beneficial since the current damage may reveal an inherent problem with the existing system. For example, we will evaluate the merits of a supplemental soil nail wall faced with sculpted shotcrete versus a pile supported structure. We also plan to consider alternatives to the existing 3x3 concrete outfall, such as a circular HDPE pipeline to provide better resiliency to degradation and lateral deformation, or simply lining the existing culvert. We will also evaluate potential energy dissipation measures at the outfall, such as installing a scour apron.

DESIGN PROCESS FOR REPAIR AND REPLACEMENT OF STRUCTURES

In coordination with the City, conceptual design for the stairs and seawall will begin immediately after completion of the field investigations, and concurrent with the long-term strategy development (Program Level Planning). The purpose of the concurrent timing is to allow an opportunity to incorporate a potential long-term solution into the near-term repair that could be otherwise overlooked. At a minimum, the stair design will include designing safe access to the beach at varying topographic elevations. For the seawall design, we will develop options and discuss with the City if a simple and temporary repair is preferable to a full replacement alternative. Specific focus areas for the access stairs and seawall include: 1) Establishing the elevation of the marine terrace below the beach; 2) Seasonal variation of the beach profile; 3) Wave runup associated with typical winter and episodic storms; 4) Wave forces for design of stairways, landings, and wall elements exposed to wave loads.

ENVIRONMENTAL PERMITTING

DD&A will lead the CEQA Review and preparation of environmental document(s). Assuming that the repairs for Stairways ST4 and ST7 and Seawall S10 are constructed simultaneously or within a short time span of each other, we propose a cost-effective and time-efficient approach of combining the CEQA review into a single Initial Study/Mitigated Negative Declaration (IS/MND). If the level of repairs indicate minimal environmental impacts, we will discuss the option of Categorical Exemptions for one or both of them with the City's planning and legal team. It is assumed that the City will be the lead agency under CEQA and will have local permitting authority to issue the Coastal Development Permit (CDP) under its certified Local Coastal Program (LCP). DD&A recognizes the sensitivity of the project area being located in an Area of Special Biological Significance (ASBS) and Carmel Bay State Marine Conservation Area (SMCA) where protecting water quality, biological resources, and cultural resources are of extreme importance. These environmental topics will be thoroughly analyzed in the IS/MND to avoid and minimize potentially significant impacts.

SECTION 7. SCOPE OF WORK

Tasks 1 through 4 are arranged per the RFP. They assume separate bid packages for Task 2 repairs to Stairway 4 (ST4) and Stairway 7 (ST7), and to Task 4 replacement to Seawall 10 (S10), resulting in two construction events. If the City combines the two projects, our design and construction services can be condensed.

TASK 1: WOOD STAIRS – EXISTING CONDITIONS SURVEY

This task includes performing a condition site survey and development of preliminary repair or replacement recommendations for the following six wooden stairways as identified in the City of Carmel Coastal Protection Evaluation: ST1, ST4, ST6, ST7, ST8, AND ST11.

We will lead a site visit to perform site reconnaissance for geotechnical and surveying events, and visual inspections to supplement and update site condition information in the 2023 stair evaluation (such as foundations, structural members, and tread surfaces).

Following the reconnaissance visit, CSW/ST2 will set project survey controls, extract a three-dimensional model from a drone-based survey for visualization using Autodesk® ReCap™, and perform supplemental survey using traditional methods to acquire the top of landing for conformance with accessible standards and bottom the bottom stair to marine terrace.

Haley & Aldrich will then conduct field investigations, likely using a CPT crawler pending site accessibility. A Geotechnical Conditions and Recommendations Technical Memorandum will be prepared for use in design (Tasks 2 and 4), and long-term planning of coastal protection and access improvements (Task 3).

We will also prepare a Condition Survey Report to include:

- Site condition assessment, including visual inspection.
- Preliminary repair or replacement concepts, using timber or timber substitute.
- High level concept for concrete replacement.
- Regulatory discussion, including approach, anticipated approvals, and conditions.
- Budget-level design, permitting, and construction costs for repair and replacement concepts.

DELIVERABLES:

- Topographic survey data and maps of the stairways; Data and 3-D model for seawalls and revetments (Tasks 3 and 4)
- Draft and final Geotechnical Conditions and Recommendations Technical Memorandum
- Draft and final Condition Survey Report for stairways only

TASK 2: STAIR ST7 AND STAIR ST4 REPAIR PROJECT – PS&E

This task includes preparing bid documents for ST4 and ST7 based on preferred stairway repair concepts in the Condition Survey Report (Task 1). It also includes preparing an IS/MND for CEQA and permit applications that will cover both the stairway project and the seawall project (Task 4) for efficiency. We anticipate that permits will be required from California Department of Fish and Wildlife (Marine), U.S. Army Corps of Engineers (Sections 10 and 404), Regional Water Quality Control Board (Section 401), and NOAA-Monterey Bay National Marine Sanctuary. As part of the Corps permit process, we will also coordinate with NOAA Fisheries and U.S. Fish and Wildlife Service. Additionally, a Coastal Development Permit (CDP) will be processed by the City under their certified Local Coastal Program (LCP) and Cultural Study, AB 52 consultation, and Biological Study will be included in the environmental review process. No other technical studies are anticipated.

Regulatory conditions will be integrated into the design. The 50%, 90% and Final packages will include a bid form and drawings. The 50% package will include an annotated technical specification outline, and the 90% and Final packages will include complete technical specifications and an estimate of probable cost. The Final package will be stamped by the engineer of record. All packages will be submitted electronically, with hard copies upon request. It is assumed that the City will provide its standard construction contract boilerplate documents.

**Exhibit "B" - Key Personnel,
Compensation, and Fee
Schedule**

PROPOSAL

Produced for the City of Carmel-by-the-Sea
July 2024

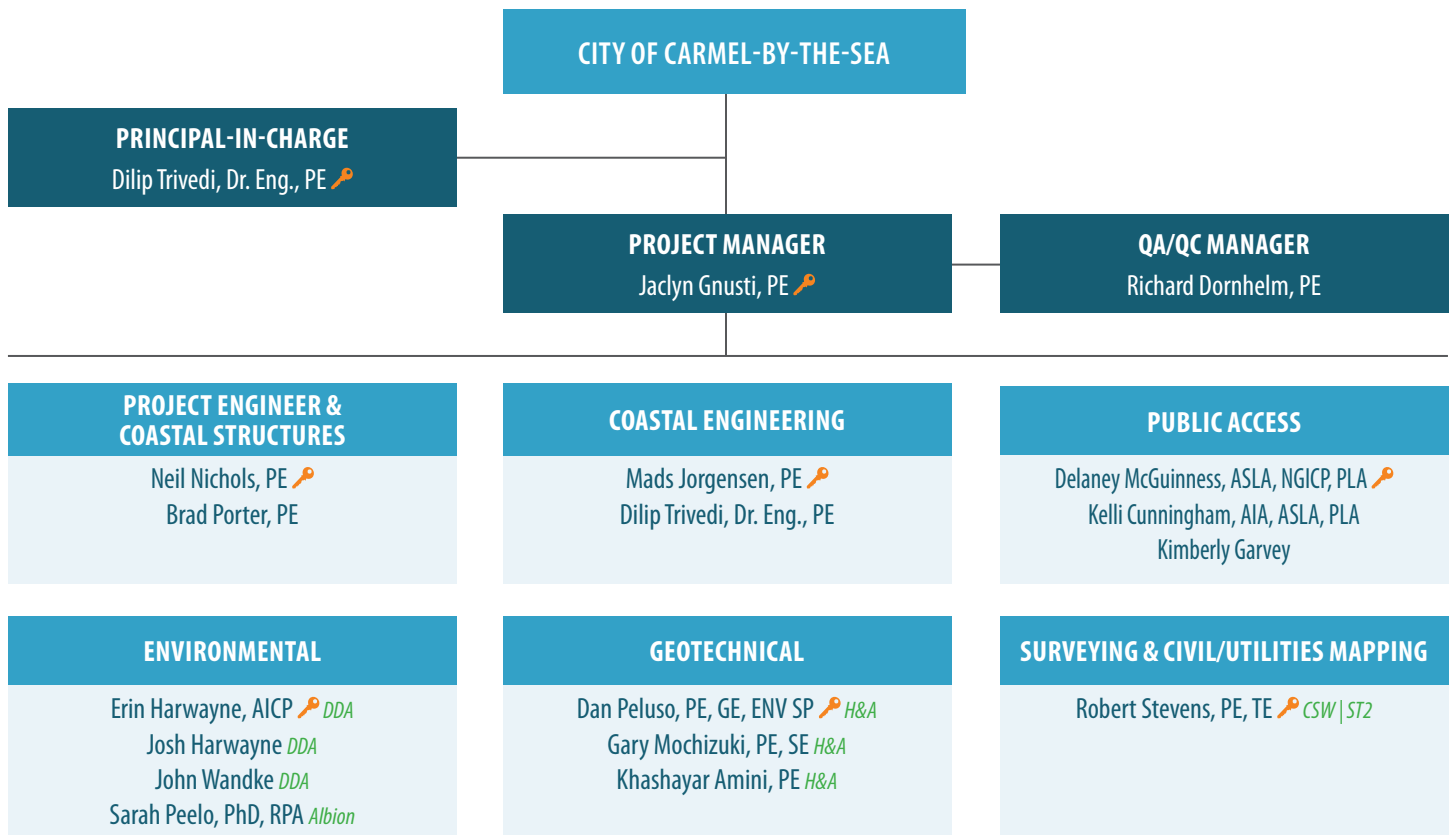
**COASTAL ENGINEERING AND ENVIRONMENTAL SERVICES FOR
CARMEL BEACH COASTAL
PROTECTION AND ACCESS
IMPROVEMENTS
RFP #23-24-007**



SECTION 4. PROJECT TEAM AND QUALIFICATIONS

Organizational Chart

Moffatt & Nichol’s proposed organizational chart is shown below. Key staff are highlighted below with short biographies elaborating on their qualifications on the following page and are available and committed to this project. Full resumes for our key staff are included in the Appendix.



All staff is Moffatt & Nichol unless noted. Denotes key staff

AVAILABILITY

Key Staff	Firm	Availability
Principal-in-Charge	M&N	25%
Project Manager	M&N	50%
Coastal Structures Lead	M&N	25%
Coastal Engineering Lead	M&N	25%
Public Access Lead	M&N	25%
Environmental Lead	DDA	30%
Geotechnical Lead	H&A	As-needed
Surveying & Civil/Utilities Mapping Lead	CSW/ST2	As-needed

Our Key Staff

DILIP TRIVEDI, DR. ENG., PE

Principal-in-Charge



Dilip brings more than 35 years of experience in civil and coastal engineering, with emphasis on leading technical studies as well as implementing projects on the waterfront. His recent projects include coastal analysis in Monterey County, sea level rise and public use planning for large urban redevelopment projects on former Navy bases in San Francisco, restoration planning for several North Bay diked baylands, design and analyses for former salt ponds in the South Bay, and FEMA flooding studies throughout the South Bay.

JACLYN GNUSTI, PE

Project Manager



Jaclyn will serve as project manager and the primary point of contact for the City on this project. She has 25 years of experience providing thoughtful and collaborative leadership throughout implementation of all phases of successful and sustainable coastal and aquatic improvement, restoration and development projects throughout California. As a seasoned project manager and engineer, she is experienced at prioritizing client and stakeholder needs while having the foresight to balance regulatory commitments with efficient design.

NEIL NICHOLS, PE

Project Engineer & Coastal Structures



Neil has been involved in the design and construction of coastal, civil, and transportation engineering projects for 30 years. His experience includes shoreline improvement design, urban waterfront facilities, storm drain outfalls, wetland restoration, flood control, and transportation facilities. He has also provided construction support of civil, coastal, and transportation projects.

MADS JORGENSEN, PE

Coastal Engineering



Mads has 29 years of coastal engineering experience with coastal hazards, sea-level rise, and hydrology and hydraulic analyses. He has substantial experience in data analysis, preparation of study reports, hydrodynamic and hydraulic modeling, flood hazards, sea-level rise assessments, climate change adaptation and mitigation, and design of shore protection and hydraulic structures.

DELANEY MCGUINNESS, ASLA

Public Access



Delaney is a licensed Landscape Architect with primary experience in coastal planning, stormwater management, and public engagement. Delaney draws on her fine arts background to connect with people in her community and beyond to cultivate an actionable, shared understanding of our role in climate adaptation.

ERIN HARWAYNE, AICP

Environmental



Erin has 24 years of experience in managing complex projects where inter-agency coordination, resource management, and public outreach are integrally important. She is an expert at preparing all types of environmental documentation in compliance with CEQA and NEPA for coastal projects.

DAN PELUSO, PE, GE, ENV SP | Geotechnical

Dan brings 38 years of geotechnical experience on a variety of projects relating to coastal infrastructure projects. He brings local knowledge of Monterey Bay geologic hazards and experience with preparing design and modifications to allow permitting by the CCC.

ROBERT STEVENS, PE, TE | Surveying & Mapping

Robert specializes in developing and supporting private and public infrastructure projects. Engaged throughout the life of the project, his planning, design, and construction-support experience includes providing coastal surveying and mapping services using drone, scanning and traditional methods.



Moffatt & Nichol Fee Proposal Detail - Revision 1
Carmel Beach Coastal Protection and Access Improvements

Task	Description	M&N	Sub-Consultants					Fee
			CSW/ST2	DD&A	H&A	10% Markup	Total	
1	Wood Stairs - Existing Condition Report	\$56,729	\$24,799	\$5,593		\$3,039	\$33,431	\$90,160
2	Stair ST7 and Stair ST4 Repair Project	\$72,735		\$68,775		\$6,878	\$75,653	\$148,388
4	Seawall S10 Replacement Project	\$87,146					\$0	\$87,146
Total Labor		\$216,610	\$24,799	\$74,368	\$0	\$9,917	\$109,084	\$325,694
Other Direct Costs		\$990	\$200	\$12,816		\$1,302	\$14,318	\$15,308
Total Project Estimate*		\$217,600	\$24,999	\$87,184	\$0	\$11,218	\$123,401	\$341,001

*Final Fee is rounded to nearest dollar.

AS NEEDED GEOTECHNICAL SUPPORT (to be determined during Task 1)								
Task	Description	M&N	Sub-Consultants					Fee
			CSW/ST2	DD&A	H&A	10% Markup	Total	
1	Wood Stairs - Existing Condition Report				\$14,936	\$1,494	\$16,430	\$16,430
2	Stair ST7 and Stair ST4 Repair Project				\$23,085	\$2,309	\$25,394	\$25,394
4	Seawall S10 Replacement Project							\$0
Total Labor					\$38,021	\$3,802	\$41,823	\$41,823
Other Direct Costs					\$14,718	\$1,472	\$16,189	\$16,189
Total Project Estimate*					\$52,739	\$5,274	\$58,012	\$58,012

*Final Fee is rounded to nearest dollar.

Revised budget estimates
 from email from Jaclyn Gnusti
 on 11/21/24.

Moffatt & Nichol Fee Proposal Detail - Revision 1
Carmel Beach Coastal Protection and Access Improvements




Project Number: P241545 Subconsultant Markup: 10%
 Project Manager: Jaclyn Gnusti Other Direct Costs Markup 10%
 Project Director: Dilip Trivedi

STAFF-HOUR BUDGET																	
LABOR CLASSIFICATIONS & CONTRACT RATES																	
Principal (QA/QC) P-9, P-8	Supervisory Eng/Sci P-7	Senior Engineer/Sci P-6	Eng/Sci III P-5	Eng/Sci II P-4	Eng/Sci I P-3	Staff Eng/Sci P-1, P-2	Sr CADD T-4	CADD Dsg. T-4	CADD II T-3	CADD I T-2, T-1	Sr. PA A-4	Admin II/WP A-4, A-3	PA/Gen Clerical A-1, A-2	STAFF-HOUR	LABOR COST		
Key Staff Name:	Dilip Trivedi	Jaclyn Gnusti	Neil Nichols	-As Needed-	Delaney McGuinness	-As Needed-	-As Needed-	-As Needed-	-As Needed-	-As Needed-	-As Needed-	-As Needed-	-As Needed-				
Anticipated Support Staff Name (subject to change):	Richard Dornhelm	Brad Porter; Jack Fink; Kim Garvey	-As Needed-	Cheng-Feng Tsai	Justin Estrada	-As Needed-	-As Needed-	-As Needed-	-As Needed-	-As Needed-	-As Needed-	-As Needed-	-As Needed-				
Task	Rate:	\$343.00	\$328.00	\$315.00	\$297.00	\$261.00	\$235.00	\$189.00	\$255.00	\$240.00	\$206.00	\$153.00	\$150.00	\$120.00	\$100.00	SUBTOTALS	SUBTOTALS
1	Wood Stairs - Existing Condition Report	13	58			102				2	24		8			207	\$56,729.00
2	Stair ST7 and Stair ST4 Repair Project	11	25	26	48	84				4	72		4			274	\$72,735.00
4	Seawall S10 Replacement Project	14	20	32	48	128				4	80		4			330	\$87,146.00
TOTAL STAFF HOURS		38	103	58	96	314				10	176		16			811	
M&N LABOR COST		\$13,034.00	\$33,784.00	\$18,270.00	\$28,512.00	\$81,954.00				\$2,400.00	\$36,256.00		\$2,400.00				\$216,610.00

OTHER DIRECT COSTS	Fee	Markup	Total
Airfare			
Lodging			
Meals			
Mileage/Rental Car	\$400	\$40	\$440
Outside Reproduction			
Postage/Delivery			
Telephone			
I&R			
Misc.	\$500	\$50	\$550
Other Direct Costs Totals:	\$900	\$90	\$990

PROJECT SUMMARY	
Total M&N Labor Cost	\$216,610
Total Other Direct Costs:	\$900
Mark-up on ODCs:	\$90
Total Project Estimate	\$217,600

<p style="text-align: center;">Carmel Beach</p> <p style="text-align: center;">SUMMARY OF PRIME CONSULTANT LABOR EFFORT</p> 	CSWST2						Attachment 2	
	Existing Conditions Survey							
	Robert Stevens PIC	Josh Woelbing Survey Manager	Varies Surveyor 3	Varies Surveyor 2	Varies Surveyor 1	Varies Survey Team	Total Hours	Total Base Fee
Billable Rate (\$/ hour)	269.00	240.00	194.00	175.00	144.00	340.00		
Task 1 Wood Stairs - Existing Conditions Survey								
1.1 Field Survey for Stairs		4			4	8	16	\$4,256
1.2 Update Base Map	1	2			10		13	\$2,189
Task 1 Wood Stairs - Existing Conditions Survey Subtotal:	1	6	0	0	14	8	29	\$6,445
Task 2 Stair 7 Repair Project								
2.1 Design Phase							0	\$0
2.2 Construction Phase - Provide Control				2			2	\$350
Task 2 Stair 7 Repair Project Subtotal:	0	0	0	2	0	0	2	\$350
Task 4 Seawall S10 Replacement Project								
4.1 Design Phase							0	\$0
4.2 Construction Phase - Provide Control				2			2	\$350
Task 4 Seawall S10 Replacement Project Subtotal:	0	0	0	2	0	0	2	\$350
Total Labor Expenses	3	14	2	44	21	28	112	\$24,799
Reimbursable Expenses								
Travel and Printing								\$200
Total Reimbursable Expenses:								\$200
Total Labor and Expense Fee								\$24,999

All fees included in M&N Task 1

DD&A, Inc. Cost Estimate

for

Carmel Beach Coastal Protection and Access Improvements Projects

Task		Principal	Sr. Project Manager	Senior Scientist or Planner	Associate Scientist or Planner	Assistant Scientist or Planner	GIS/Computer Specialist	Administration and Editing	Hours Per Task	Subtotal	Cost Per Task
1	Project Initiation/Site visit	1	6		10		2	1	20		3,079.00
1a	<i>Wood Stairs Environmental and Permitting Approach</i>		2	2	4	8	2	1	19		2,514.00
2	Stairs and Seawall IS/MND										
2a	Draft and Final Project Description		2	4	8	16	6	2	38		4,888.00
2b	Early Coordination with Responsible and Interested Agencies	1	2	8	8	4	2		25		3,693.00
2c	Prepare Technical Studies										8,896.00
	<i>Biological Resources Report (DD&A)</i>		2	12	10	28	8	4	64	8,244.00	
	<i>Cultural Study and AB 52</i>		2		2				4	652.00	
2d	Prepare Administrative Draft IS/MND	1	4	8	28	48	10	2	101		13,169.00
2e	Prepare Public Review Draft IS/MND		2	4	10	16	2	4	38		4,824.00
2f	Respond to Public Comments and Prepare Final IS/MND	1	4	12	14	24	2	8	65		8,529.00
2g	Prepare Mitigation Monitoring and Reporting Program		2	2	4	6		2	16		2,108.00
2h	City Council Meeting and Additional Meeting Attendance		10		8	6	2	4	30		4,268.00
2j	Stair and Seawall Permitting		4	16	40	60	16	8	144		18,400.00
	Total Hours	4	42	68	146	216	52	36	564		
	Hourly Rate	\$265.00	\$192.00	\$156.00	\$134.00	\$120.00	\$122.00	\$78.00			
	Total Labor	\$ 1,060	\$ 8,064	\$ 10,608	\$ 19,564	\$ 25,920	\$ 6,344	\$ 2,808			\$ 74,368
Subconsultants:											\$ 10,794
Albion (Cultural Resources Report and AB 52 Compliance)										\$ 10,794	
Expenses:											\$ 350
Mileage (at current IRS mileage rate)										\$ 100	
Miscellaneous (communication, GIS/Trimble, postage, courier etc.)										\$ 250	
Subtotal											\$ 11,144
Administration Fee (15%)											\$ 1,672
Total Budget											\$ 87,184

Haley & Aldrich, Inc.

Carmel Beach Coastal Protection and Access Improvements Projects

P211381 - Carmel Coastal Protection			Task 1: Wood Stairs – Existing Conditions Survey Subtotal		Task 2 & Task 4: Stair 7 & 4 Repair Project and Seawall 10 Replacement Project - (PS&E) Subtotal		Total	
Category	Name	Rate	Quantity	Amount	Quantity	Amount	Quantity	Amount
Principal		355	16	\$5,680.00	4	\$1,420.00	20	\$7,100.00
Senior Project Manager		262	8	\$2,096.00	16	\$4,192.00	24	\$6,288.00
Senior Technical Specialist		219	18	\$3,942.00	21	\$4,599.00	39	\$8,541.00
Technical Specialist		200	8	\$1,600.00	46	\$9,200.00	54	\$10,800.00
Project Professional		191	6	\$1,146.00	18	\$3,438.00	24	\$4,584.00
Project Support		118	4	\$472.00	2	\$236.00	6	\$708.00
Labor Total			60	\$14,936.00	107	\$23,085.00	167	\$38,021.00
Permit	Monterey County	932.80			1.00	\$932.80	1	\$932.80
Mileage		0.74	150.00	\$110.55	600.00	\$442.20	750	\$552.75
Mileage		0.74					-	\$0.00
Select Category		0.74					-	\$0.00
Expense Total			150	\$110.55	601	\$1,375.00	751	\$1,485.55
Subcontractors	ConeTec Inc.	9,020.00			1.00	\$9,020.00	1	\$9,020.00
Laboratory Testing	Cooper Testing Laboratory, Inc.	1,980.00			1.00	\$1,980.00	1	\$1,980.00
Subcontractors	Geotech Utility Locating	1,980.00			1.00	\$1,980.00	1	\$1,980.00
Consultant Total					3.00	\$12,980.00	3	\$12,980.00
Unit	Field Supplies - Daily	28.00	1.00	\$28.00	2.00	\$56.00	3.00	\$252.00
Unit Total			1.00	\$28.00	2.00	\$56.00	3.00	\$252.00
Grand Total:				\$15,074.55		\$37,496.00		\$52,738.55

FEES FOR SERVICES

Fees for services will be based on the time worked on the project by staff personnel plus reimbursable expenses. The fee will be computed as follows.

1. Labor related fees will be computed based on personnel billing rates in effect at the time the services are performed. Personnel billing rates are subject to revision on, or about, 1 January and 1 July of each year. The hourly rates are fully inclusive of fringe benefits, burden, and fee. Current rates are provided in the table below.

<i>Classification</i>	<i>Hourly Rate</i>
<i>Project Support</i>	<i>\$118</i>
<i>Technician</i>	<i>\$118</i>
<i>Project Technician</i>	<i>\$130</i>
<i>Senior Technician</i>	<i>\$142</i>
<i>Project Controls</i>	<i>\$143</i>
<i>Staff Professional 1</i>	<i>\$155</i>
<i>Staff Professional 2</i>	<i>\$172</i>
<i>Project Professional</i>	<i>\$191</i>
<i>Technical Specialist</i>	<i>\$200</i>
<i>Project Manager / Senior Technical Specialist</i>	<i>\$219</i>
<i>Senior Project Manager / Technical Expert</i>	<i>\$262</i>
<i>Program Manager / Senior Technical Expert</i>	<i>\$335</i>
<i>Principal</i>	<i>\$355</i>
<i>Senior Principal</i>	<i>\$375</i>

2. Pre-trial conferences, depositions, and expert testimony will be billed at one and one-half (1.5) times the rates quoted above.
3. Second and Third Shift, Weekend, and Holiday hours will be billed at \$40/hour premium. Second and Third Shifts are those starting between 4 PM and 4 AM.
4. Field visits will be billed at 4-hour minimum; night shifts will be billed at 8-hour minimum. Cancellation of scheduled night shift within 24 hours will be charged the full 8 hours.
5. Direct non-salary expenses will be billed at our cost plus fifteen (15) percent, except for employee vehicle use which will be billed at IRS allowed mileage rates.
6. General project-related expenses such as mobile phone expenses (including mobile app fees); in-house reproduction; printing costs for reports, drawings, and other project records; mail and overnight document delivery; and long-term electronic and paper document storage will be billed as a general communication fee at a rate of four (4) percent of the labor charges.
7. Subcontractors will be billed at our cost plus fifteen (15) percent.
8. Equipment and laboratory testing will be billed at rates listed in the attached Equipment and Laboratory Rate Schedules, as applicable.

EQUIPMENT RATE SCHEDULE

AIR MONITORING EQUIPMENT	Daily	Weekly	Monthly
<i>Drager/Rae Sampling Kit (tubes not included)</i>	\$10	\$40	\$120
<i>Dust Monitor</i>	\$100	\$400	\$1,200
<i>Four-Gas Meter</i>	\$43	\$172	\$516
<i>Photoionization Detector - 10.6 or 11.7 eV</i>	\$70	\$280	\$840
FIELD TESTING	Daily	Weekly	Monthly
<i>Double Ring Infiltrometer</i>	\$250	---	---
<i>Field Supplies</i>	\$28	\$112	\$448
<i>Guelph Permeameter</i>	\$150	---	---
<i>Inclinometer Readings</i>	\$250	---	---
<i>Sand Cone Field Density Kit</i>	\$75	\$225	\$725
<i>pH Meter</i>	\$15	\$60	\$180
<i>Pile Load Testing (per test)</i>	\$1,500	---	---
<i>Plate Load Tester (per day)</i>	\$50	---	---
<i>Pit Box Test (per day)</i>	\$400	---	---
<i>Slug Test Kit (per day)</i>	\$350	---	---
<i>Wood Pile Load Testing (per test)</i>	\$250	---	---
SAMPLING EQUIPMENT	Daily	Weekly	Monthly
<i>Groundwater Sampling Bundle with Bladder Pump</i>	\$315	\$1,000	\$3,000
<i>Groundwater Sampling Bundle with Peristaltic Pump</i>	\$250	\$750	\$2,100
<i>Groundwater Sampling Bundle with Grundfos Pump</i>	\$350	\$1,100	\$3,100
<i>Rotohammer Drill</i>	\$100	\$400	---
<i>Soil Sampling or Tank Pull Equipment Bundle</i>	\$150	\$350	\$1,050
<i>Soil Vapor Sampling Bundle</i>	\$400	\$1,400	\$2,600
<i>Turbidity Meter</i>	\$20	\$80	\$240
<i>YSI Meter with Flow Cell</i>	\$100	\$400	\$1,200
WATER LEVEL METERS AND INTERFACE PROBES	Daily	Weekly	Monthly
<i>Barologger</i>	\$10	\$40	\$120
<i>Levelogger</i>	\$25	\$100	\$300
<i>Oil/Water Interface Probe</i>	\$50	\$200	\$600
<i>Water Level Indicator</i>	\$20	\$80	\$240
GEOTECHNICAL INSTRUMENTATION	Daily	Weekly	Monthly
<i>Cone Penetrometer</i>	\$15	\$60	\$180
<i>Crack Monitors - Electronic Datalogger</i>	---	\$120	\$360
<i>Dynamic Cone Penetrometer</i>	\$150	---	---
<i>Electronic Readout Box</i>	\$25	\$100	\$300
<i>Geokon LC-2 Single Channel Logger</i>	---	\$80	\$240
<i>Geokon - CR 800 Vibrating Wire Datalogger with Modem</i>	---	\$100	\$300
<i>Geokon GK 401 Vibrating Wire Readout Box</i>	\$50	\$100	\$300
<i>In-Place Inclinometer Rental</i>	---	---	\$1,250
<i>Modem</i>	---	---	\$250
<i>Nuclear Density Gauge</i>	\$100	\$300	\$900

EQUIPMENT RATE SCHEDULE (continued)

GEOTECHNICAL INSTRUMENTATION (continued)	Daily	Weekly	Monthly
Power System - Battery	\$5	\$20	\$60
Power System - Solar	\$15	\$60	\$180
Seismograph - Manual	\$75	\$225	\$725
Seismograph - Remote Units	\$100	\$275	\$825
Tiltmeter	---	\$150	\$450
Vibration and Sound Monitoring Station	\$125	\$325	\$925
VDV Web Service	---	---	\$200
UAS DATA ACQUISITION & PROCESSING	Daily	Weekly	Monthly
UAS Digital Imagery Equipment	---	\$200	\$800
UAS Digital Imagery w/Ground Control Package (UAS + GNSS)	---	\$300	\$1,200
UAS Hyperspectral Equipment	---	\$300	\$1,200
UAS Hyperspectral w/Ground Control Package (UAS w/HS + GNSS)	---	\$400	\$1,600
LiDAR SCANNING & PROCESSING	Daily	Weekly	Monthly
LiDAR Scanning Equipment (Terrestrial & Aerial)	---	\$400	\$1,600
LiDAR Equipment w/Ground Control Package (LiDAR + GNSS)	---	\$500	\$2,000
MISCELLANEOUS	Daily	Weekly	Monthly
Camera - Digital	\$10		
Decontamination Kit (each)	\$50	---	---
Field Truck (including fuel)	\$95	\$380	\$1,140
Generator	\$50	\$200	\$600
GeoTech Sample Jars 16 oz. (per box)	\$10	---	---
GPS Unit	\$150	\$600	\$1,800
Harness with Restraint Lanyard	\$40	\$160	\$480
Motorola CP200d Radio (pair)	---	\$35	\$140
Personal Protective Equipment - Level C (per person)	\$45	---	---
R/V Catalyst - 26 Ft Sampling Vessel	\$600	---	---
Research Nets	\$60	---	---
Sampling Tubing (roll)	\$20	---	---
Saximeter II	\$35	\$140	\$420
Sound Level Meter	\$50	\$200	\$600
Tool Trailer	\$300	---	---

LABORATORY RATE SCHEDULE

SOIL CLASSIFICATION AND INDEX TESTS	Unit Price
<i>Atterberg Limits - 1 Point</i>	\$125
<i>Atterberg Limits - 3 Point</i>	\$180
<i>Grain Size - Hydrometer and Sieve Analysis</i>	\$300
<i>Grain Size - 200 Wash</i>	\$100
<i>Grain Size- Sieve Analysis (Standard Sample)</i>	\$125
<i>Grain Size - Sieve Analysis (Bulk Sample)</i>	\$150
<i>Grain Size - Hydrometer</i>	\$175
<i>Water Content</i>	\$25
<i>Organic Content</i>	\$75
<i>Specific Gravity</i>	\$125
<i>Visual Classification</i>	\$15
SOIL MOISTURE-DENSITY TESTS	Unit Price
<i>Bulk Density</i>	\$100
<i>California Bearing Ratio (CBR)</i>	\$650
<i>Proctor - 1 Point</i>	\$120
<i>Proctor - 4 Point</i>	\$250
<i>Proctor - 4 Point (Cohesive Soil)</i>	\$300
SOIL CONSOLIDATION AND STRENGTH TESTS	Unit Price
<i>Consolidation - Constant Rate of Strain (CRS)</i>	\$650
<i>Consolidation - Incremental</i>	\$500
<i>Unconfined Compression</i>	\$100
<i>Direct Simple Shear (DSS)</i>	\$300
<i>Cyclic Direct Simple Shear (CDSS)</i>	\$650
<i>Triaxial Compression - Isotropic Consolidation</i>	\$500
<i>Triaxial Compression - Ko/anisotropic Consolidation</i>	\$800
<i>Triaxial Compression - Unconsolidated</i>	\$300
SURCHARGE RATES	Unit Price
<i>Atterberg Limits Dry Prep</i>	\$15
<i>Atterberg Limits Organic Classification</i>	\$40
<i>Sample Preparation</i>	\$120
<i>Triaxial High Pressure (over 100 psi)</i>	\$100
<i>Tube Cut (per cut)</i>	\$25
<i>Tube Extrusion</i>	\$100

Additional H&A Laboratory analyses, pricing, and rush rates available upon request.

DELIVERABLES:

- Draft and final IS/MND
- Draft and final permit application packages
- 50%, 90%, and Final Bid Document Packages

TASK 4: SEAWALL S10 REPLACEMENT PROJECT

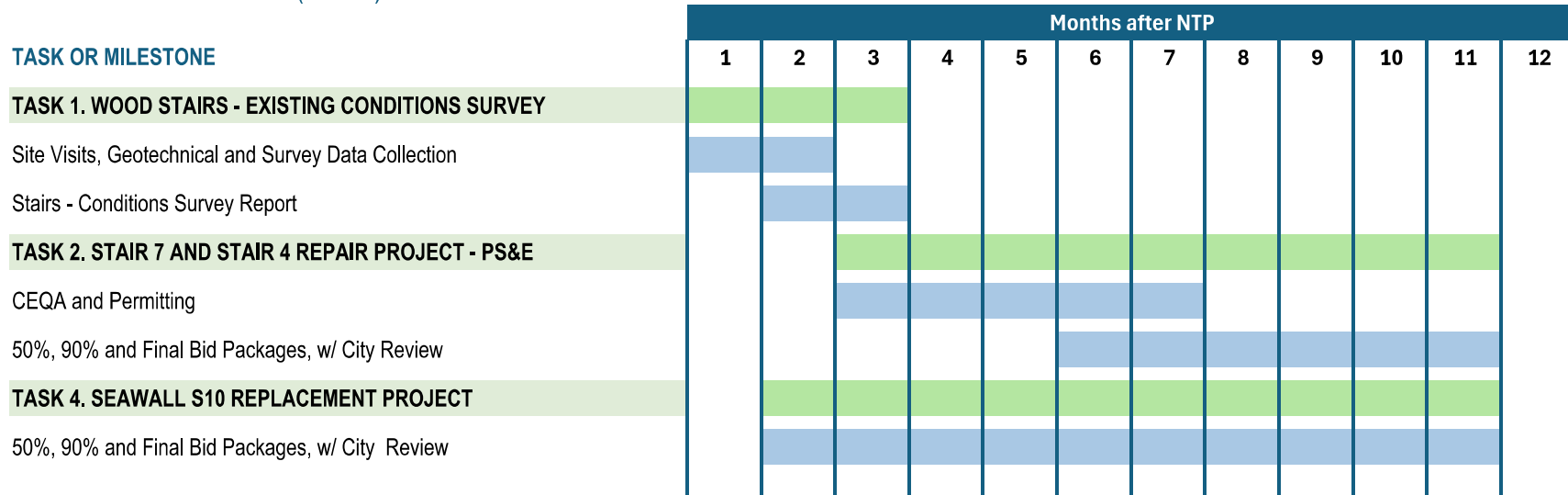
This task includes preparation of a bid package for the replacement of S10. CEQA and permitting efforts will have been covered in Task 2. This bid package will be prepared independently from the stairway repair bid package in Task 2. All deliverables for this task will be the same as the Task 2 deliverables but applicable only to the Seawall.

DELIVERABLES:

- Preliminary concept memorandum (basis of design)
- 50%, 90%, and Final Bid Document Packages

Exhibit "C" - Project Schedule

SECTION 8. SCHEDULE (Rev. 1)



Assumptions:

1. This schedule represents a reasonable timeline for processing site investigation information and completing the CEQA and permitting approvals.
 - We aim to align permit acquisition approximately midway of the 90% design efforts to allow time to incorporate permit conditions. However, if the CEQA and permitting process can be completed more rapidly than assumed, our schedule can be condensed accordingly. Likewise, if the CEQA and permitting efforts take longer, this schedule may be extended.
2. Task 1 - City review of draft report will not exceed two weeks.
3. Task 2 and Task 4:
 - City review of IS/MND and permit packages will not exceed two weeks.
 - 12 weeks allotted for agency permit processing; If longer, Tasks 2 and 4 will be impacted.
 - City review of 50% and 90% Bid Packages will not exceed two weeks each; City will review bids, award, and contract within four weeks.

Date: 27 April 2023
Client: City of Carmel
Subject: Carmel Beach Coastal Protection Assessment
Reference: Carmel Beach Adaptation Plan
Project No.: 12176

CARMEL BEACH COASTAL PROTECTION ASSESSMENT REPORT

EXECUTIVE SUMMARY

Previous evaluations of coastal protection structures have focused on maintenance and repair. For this evaluation HKA inventoried the length, footprint and other factors. Using engineering judgment HKA determined the effectiveness of restacking rip rap revetment structures and lateral/vertical extensions of both revetments and vertical seawalls. HKA estimated the existing life of structure until it ceases to adequately provide protection for the bluff and roadway. HKA provided this written condition and assessment report and tabular inventory.

In December 2022 through February 2023 Haro Kasunich and Associates Inc. evaluated the condition of the coastal protection structures and stairways that were visible at Carmel Beach. Fortunately, severe winter storms and ocean wave runup scoured portions of the beach in early 2023, temporarily removing beach sand that covered the lower portions of some coastal protection structures, allowing them to be inspected. These structures consisted of 8 publicly owned seawalls, 6 publicly owned revetments and 11 publicly owned stairways were inspected. Two privately owned seawalls (S1 and S11), one at each end of the beach were viewed from the beach but not inspected in detail. One coastal access path retaining wall that is not subject to wave runup or wave impact was viewed but not evaluated. In total we inspected 5537 lineal feet of coastline, which contained 4119 lineal feet of coastal armoring.

The Appendices in this report include a Coastal Protection Datasheet (in Appendix A) listing and detailing numerous characteristics of the coastal protection structures we evaluated; as well as a Coastal Protection Map (in Appendix B) locating and labeling the coastal protection structures we evaluated. Vertical seawalls are labeled with S, sloping revetments are labeled with R and stairways are labeled with ST. Our evaluation began at the Frank Lloyd Wright home at the south (downcoast) end of Carmel Beach and ended at Pescadero Creek at the north (upcoast) end of

Carmel beach.

All but one of the publicly owned seawalls are presently providing adequate protection. One seawall is in need of replacement (S10; at the Dunes Outfall); potential collapse of this structure poses a risk to beach users. We recommend this seawall have a high priority for replacement; a detailed set of plans and specifications will be required for that work. One spot on another seawall at a failed storm drain outlet needs repair (S7; by 10th Avenue), which we rank as a medium priority. There was an area of exposed concrete grout on the beach seaward of S3; by 13th Avenue; this poses a hazard to barefoot beach users. In our opinion most of the seawalls have at least 30 years of remaining useful life, with the exception of seawall S10 at the Dunes Outfall, which could fail anytime in the next 10 years.

Of the 6 rip-rap revetments, only 4 could be assessed because the other two (R5 and R6) were buried by beach and dune sand. All four of those revetments need repair, with 3 of them found to be high priority and 1 to be medium priority. None of the 4 are providing adequate protection along their full lengths. The anticipated repairs at 3 of the revetments (The north 1/3 of R1, the south 1/4 of R3, and the north 1/3 of R4) consist of restacking the quarrystone rip-rap boulders; a detailed set of plans and specifications will be required for that work. The north 1/3 of one of the revetments (R1; by Santa Lucia Avenue) is oversteepened and potentially unstable, posing a safety risk to beach users. Revetment R2 (in Cooks Cove between 12th and 13th Avenue) is composed of undersized quarrystone and is failing. The south 1/4 of Revetment R3 (between 11th Avenue and 12th Avenue) is poorly stacked had has evidence of instability. The north 1/3 Of Revetment R4 consists of very undersized rock that provides little coastal protection. We recommend the two revetments that were buried by beach and dune sand be inspected and evaluated whenever they are next exposed.

Of the 11 stairways we inspected, we found that 9 are in need of repair. We found that 4 have high priority for repair; 4 have medium priority for repair; and 3 have low priority for repair. Three have bent or broken or missing guards and/or handrails. Two were undermined and had vertical drop-offs from the lowest stair tread to the beach as a result of natural beach scour. Three terminate at an elevation before they reach the beach, requiring beach users to traverse slippery irregular rip-rap or bedrock surfaces to traverse the remaining distance to the beach. Two have worn and irregular tread surfaces. Three appear to have substantial corrosion of hardware and reinforcing bar. Further evaluation of the structure by an independent licensed structural engineer

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(and if need be a licensed corrosion engineer) should be scheduled to verify the structure is safe for public use. Regular maintenance of all stairways is essential for pedestrian safety. Of the 11 stairways inspected, we found that 3 pose risks to stairway users during periods (seasons) of beach scour, 5 will pose risks to stairway users until they are repaired, and 1 is unknown until a structural and corrosion inspection is completed, which we recommend be a high priority.

Table 1 is a condensed version of Appendix A, containing selected data and findings concerning the coastal protection structures and stairways that Haro Kasunich and Associates Inc. evaluated.

TABLE 1 City of Carmel Coastal Protection Data

4/21/2023 Haro Kasunich and Associates, Inc.

Structure Identifier	Approximate Location	Adequate Protection?	Repair Needed?	Risk to Beach Users	Priority of Repair	Estimated Existing Life of Structure Until it Ceases to Protect Coastal Access Path, Stairs and Roadway (Yrs)	Notes
Seawalls							
S1	At FLW House	YES	UNKNOWN	NO	NA	30+?	Private Property, Upcoast Corner Will Need Maintenance at Some Future Point
S2	FLW Home to Santa Lucia Avenue	YES	NO	NO	VERY LOW	30+	Good Condition, Slight Undermining Noted in Two Spots
S3	13th Avenue	YES	NO	YES	VERY LOW (Upcoast) LOW (Downcoast)	Upcoast Part = 50 Downcoast Part = 20+	In Cove, Sloppy Pumped Concrete on Beach, Downcoast Part is Subject to Slow Undermining
S4	N of 13th Avenue	YES	NO	NO	VERY LOW	Most =30+	Mostly Good Condition; Founded on Bedrock Platform
S5	Outfall at 12th Avenue	YES	NO	NO	VERY LOW	30+	Good Condition, Monitor Annually
S6	Scenic Rd Retaining Wall	YES	NO	NO	NA	Not a Coastal Protection Structure	Short Coastal Path Wall Not Subject to Wave Impact
S7	Between Stairways 6 and 7	YES	YES	NO	MEDIUM	30	Wall Crack Below Failed Metal 16" Dia Storm Drain Pipe Thru Seawall; Pipe Replacement Needed
S8	Retaining Wall at 8th Ave	YES	NO	NO	VERY LOW	30+	Blufftop Retaining Wall Around Pump Station
S9	Outfall at 8th Ave	YES	NO	NO	VERY LOW	20	CMP Storm Drain Headwall ; 60 LF Scattered Rip-rap Below; Rip-rap Foundation Condition Uncertain
S10	Dunes Outfall	NO	YES	YES	HIGH	0 to 10 Until Collapse	Failing/Failed 3'x3' Box Culvert Storm Drain Outfall Wall; Needs Replacement
S11	At Pescadero Creek Home	YES	UNKNOWN	NO	NA	30?	Private Property; Not Evaluated, No Obvious Need for Repairs is Evident

TABLE 1 City of Carmel Coastal Protection Data

4/21/2023 Haro Kasunich and Associates, Inc.

Structure Identifier	Approximate Location	Adequate Protection?	Repair Needed?	Risk to Beach Users	Priority of Repair	Estimated Existing Life of Structure Until it Ceases to Protect Coastal Access Path, Stairs and Roadway (Yrs)	Notes
Revetments							
R1	Between S2 and S3	NO Upcoast 1/3	YES Upcoast 1/3	YES	HIGH	Upcoast 1/3 = 0	Upcoast 1/3 Oversteepened, No Filter Fabric Unstable, Potentially Unsafe
R2	Between S3 and S4	NO	YES	NO	HIGH	0 to 5	Failing Structure, Has Voids, Undersized Quarystone
R3	Between 11th and 12th Ave	YES Upcoast 3/4	YES Downcoast 1/4	NO	MEDIUM (Downcoast 1/4) VERY LOW (Upcoast 3/4)	Downcoast 1/4 = 10 Upcoast 3/4 = 30	Downcoast 1/4 Poorly Stacked, Has Had Instability; Upcoast 3/4 REJA 1983
R4	Between 10th and 11th Ave	NO Upcoast 1/3	YES Upcoast 1/3	NO	HIGH (Upcoast 1/3), UNKNOWN (Downcoast 2/3)	Upcoast 1/3 = 0 to 5 Downcoast 2/3 = Unknown	Undersized rock, Upcoast 1/3; Few Quarystones Visible; Back Beach Vegetated 12/2022; Monitor When Exposed
R5	Between 8th and 10th Ave	MAYBE	Unable to Assess	NO	Unable to Assess	Unknown	Few Quarystones Visible 1/2023; Monitor When Exposed; May Be Founded on Sand; Downcoast End Has Slumped;
R6	At Ocean Avenue	MAYBE	Unable to Assess	NO	Unable to Assess	10 to 30 years?	Few Quarystones Visible 1/2023; Monitor When Exposed; May Be Founded on Sand; Downcoast End Has Slumped;

TABLE 1 City of Carmel Coastal Protection Data

4/21/2023 Haro Kasunich and Associates, Inc.

Structure Identifier	Approximate Location	Adequate Protection?	Repair Needed?	Risk to Beach Users	Priority of Repair	Estimated Existing Life of Structure Until it Ceases to Protect Coastal Access Path, Stairs and Roadway (Yrs)	Notes
Stairways							
ST1	Martin Way	NA	YES	UNKNOWN**	MEDIUM***	Regular Maintenance Essential	Corroded Structural Elements, Footing on Bedrock
ST2	Santa Lucia Avenue	NA	YES	NO	LOW	Regular Maintenance Essential	Downcoast Railing Bent from Log Impact
ST3	13th Avenue	NA	NO	YES During Scour Events	NONE NOW	Regular Maintenance Essential	Great Condition, Stairs End on Elevated Bedrock Platform; Consider Extending Stairs to Scoured Beach Level
ST4	12th Avenue	NA	YES	YES	HIGH	Regular Maintenance Essential	Hazardous; Undermined in EG Fig 1 (2016) Hardware Corroded
ST5	11th Avenue	NA	YES	YES During Scour Events	MEDIUM	Regular Maintenance Essential	Concrete Treads Worn; Stairs End on Elevated Bedrock Platform; Consider Extending Stairs to Scoured Beach Level
ST6	S of 10th Avenue	NA	YES	YES	MEDIUM	Regular Maintenance Essential	Needs Minor Tread Work; Corroded Rebar Exposed; Concrete Spalling
ST7	N of 10th Avenue	NA	YES	YES During Scour Events	HIGH***	Regular Maintenance Essential	Toe of Stairs Undermined by Scour 1/2023; Hazardous; Easton (2016) Said Look at 2008 CRP Photo
ST8	9th Avenue	NA	YES	YES During Scour Events	HIGH	Regular Maintenance Essential	Stairway Terminates Before Reaching Beach During Scour; Needs Seaward Extension Across Revetment
ST9	8th Avenue	NA	YES	YES	MEDIUM	Regular Maintenance Essential	Rock and Mortar Steps; Worn Natural Rock Surfaced Treads Create Slippery Condition
ST10	Ocean Avenue	NA	NO	NO	NONE NOW	Regular Maintenance Essential	Coastal Overlook and Boardwalk Subject to Wave Impact
ST11	Dunes	NA	YES	YES	HIGH	Regular Maintenance Essential	Hazardous; Broken Guard and Handrail Upcoast Side of lowest Run

REPORT AND PHOTOGRAPHS



Photograph 1: Privately Owned Seawall S1 on December 22, 2022

Photograph 1 shows a seawall located on private property at the well-known Frank Lloyd Wright designed oceanfront home at the southern end of Carmel Beach on December 22, 2022. It appears to be in good condition. At some point it will need maintenance and/or repair. Close inspection was not possible without entering onto the private property.



Photograph 2: Unnamed shotcrete between S1 and S2 on December 22, 2022

Photograph 2 shows some shotcrete or gunite fascia exists on the bedrock portion of the coastal bluff face between S1 and S2 (where located on the map contained in Appendix B) north from the Frank Lloyd Wright home on December 22, 2022. Its age, origin, and position relative to the boundary between the privately owned and publically owned upland parcel's common boundary line is unknown. It looks to be in good condition.



Photograph 3: Seawall S2 on December 22, 2022

Photograph 3 shows a view looking north at Seawall S2, which extends from the Frank Lloyd Wright home to Santa Lucia Avenue, on December 22, 2022. This seawall is in good condition.



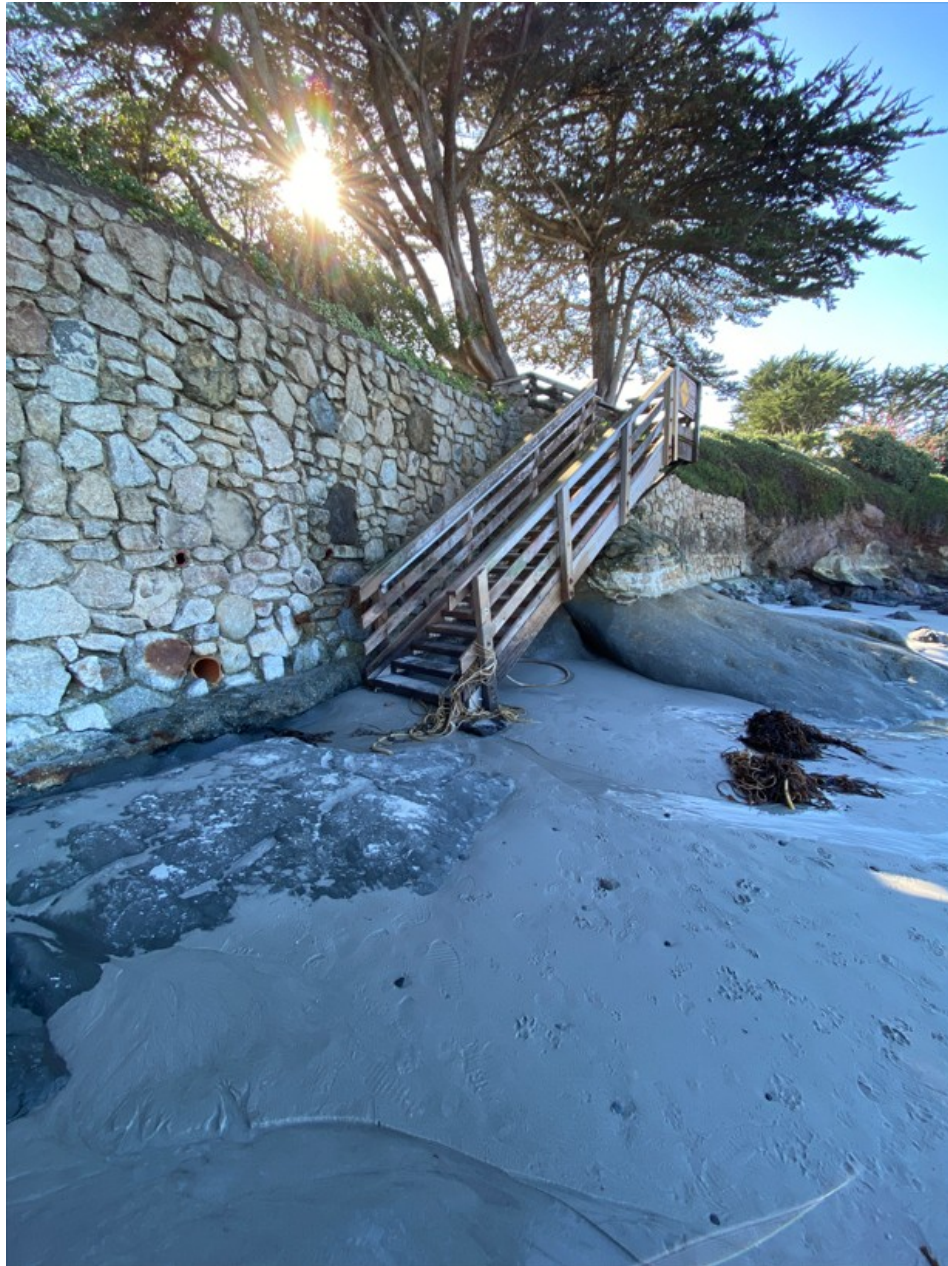
Photograph 4: Stairway ST1 on December 22, 2022

Photograph 4 shows Public Access Stairway ST1 located at Martin Way on December 22, 2022 which is in average condition.



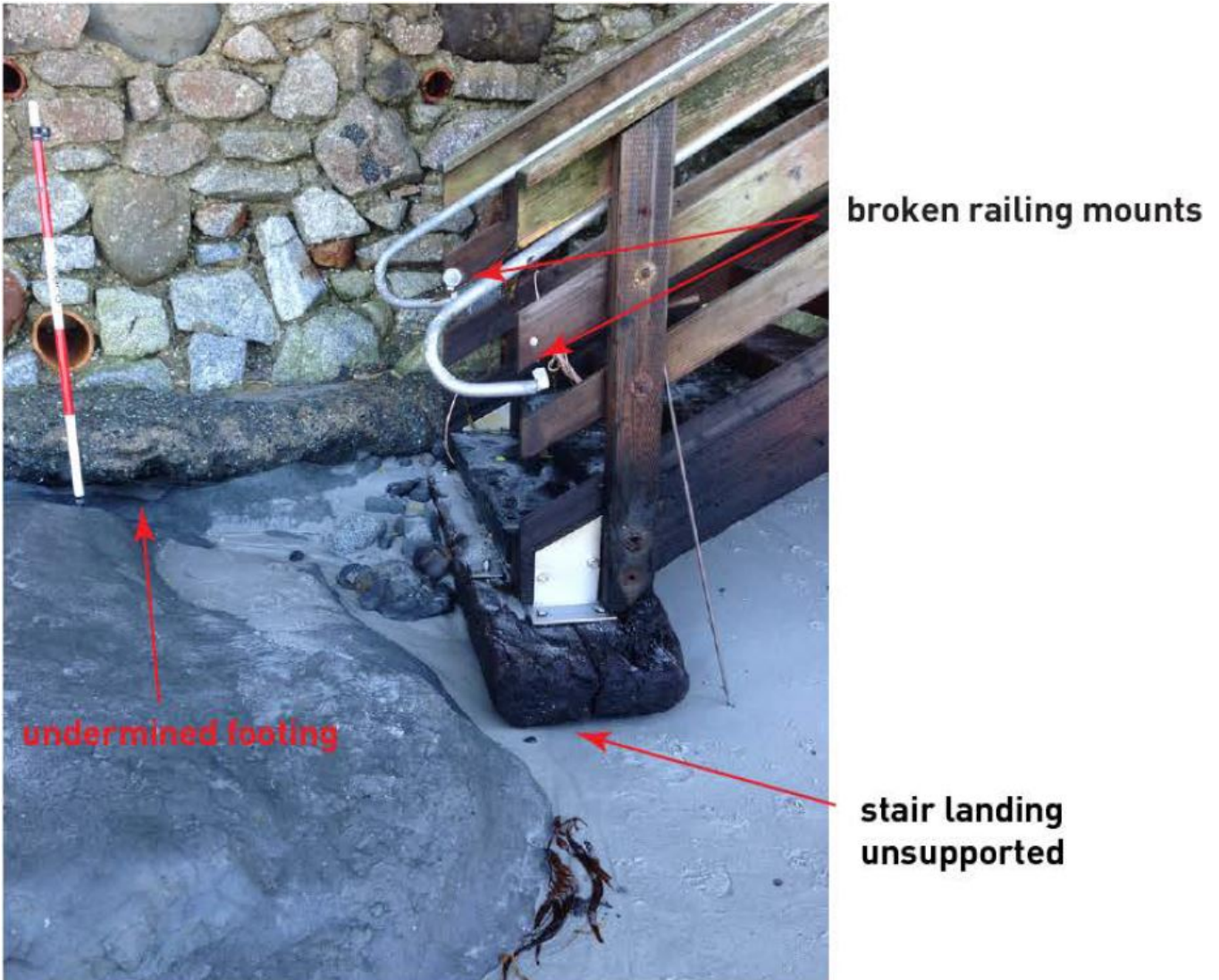
Photograph 5: Public Access Stairway ST1 on December 22, 2022

Photograph 5 shows Public Access Stairway ST1 on December 22, 2022. Corrodible fasteners and brackets were used on this stairway and those are deteriorating. At some point it will need maintenance and/or repair. Visually it appears satisfactory to us at this time. Further evaluation of the structure by an independent licensed structural engineer (and if need be a licensed corrosion engineer) should be scheduled to verify the structure is safe for public use, and recommend any needed repairs.



Photograph 6: Showing Stairway ST1 on January 30, 2023

Photograph 6: shows Stairway ST1 along Seawall S2 on January 30, 2023. The beach sand level was scoured lower compared to December 2022. The Seawall S2 foundation is exposed and is bearing upon sandstone bedrock; no maintenance is presently recommended.



Photograph 7: Showing Stairway ST1 in February 2016 (Photo from Easton Geology)

Stairway ST1 was unsupported in 2016 as shown in Photograph 7 by Easton Geology. The landing area is an irregular surface and the seawall footing is slightly undermined. We recommend it be verified that the stairway structure is presently founded upon bedrock. Repairs appear to be needed due to corrosion of fasteners and hardware. We rank the repair as a medium priority, pending structural and corrosion inspection, which we rank as a high priority. There is an unknown risk to users of the stairs.



Photograph 8: Showing Seawall S2 on January 30, 2023

Photograph 8 shows Seawall S2 on January 30, 2023 inspection. No rip riprap revetments seaward of the seawall were evident during our inspection. Some bedrock platform exposures are observed seaward of seawall, indicating scour levels were near the bottom of the sand deposit.



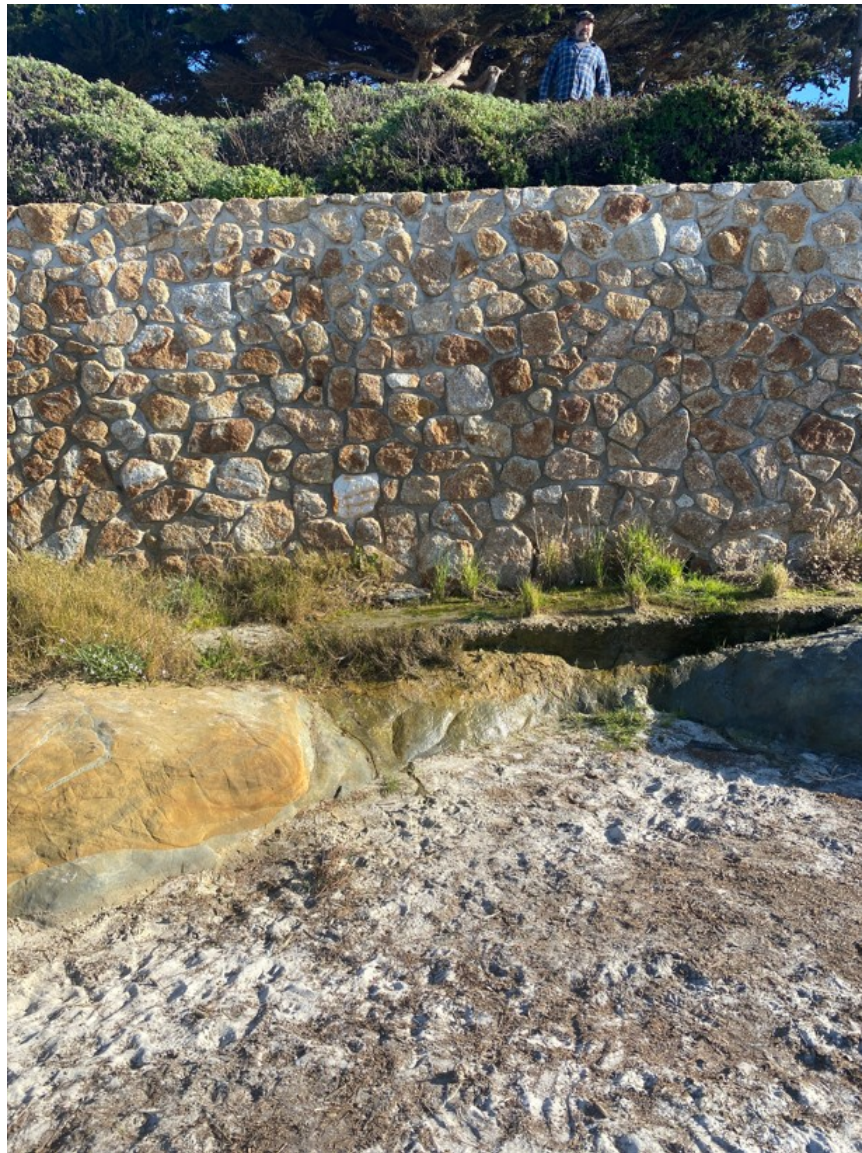
Photograph 9: Seawall S2 on December 22, 2022

Photograph 9 shows Public Access Seawall S2 on December 22, 2022. The exposed portion is in excellent condition. The seawall foundation is buried by beach sand, which is normal. After severe ocean storms in January 2023 we revisited this location and almost all of this seawall's foundation was still buried by beach sand. Whenever it is next exposed by natural beach sand scour processes, it should be inspected. That may not be for a decade, but could be possible this winter. No repairs appear needed at this time and the seawall does not pose any extraordinary risks to beach users. This seawall appears to have more than 30 years of remaining life.



Photograph 10: Storm Drain near NorthNorthern End of Seawall S2 on December 22, 2022

Photograph 10 shows a Storm Drain Outfall near the north end of Seawall S2 on December 22, 2022. Storm runoff had gullied the beach sand at that location. Minor erosion had occurred adjacent to the seawall foundation footing. This location should be periodically monitored as time passes, so that if repairs are needed (such as plugging cavity under the footing) they can be done in a timely manner. No repair work is presently needed.



Photograph 11: North End of Seawall S2 on December 22, 2022

Photograph 11 shows an area at the northern end of Seawall S2 on December 22, 2022, where the edge of the seawall footing is exposed and it has been slightly undermined. Easton Geology inspected this location as well. Photograph 12 (below) is an Easton Geology photograph of the north end of Seawall S2 showing it was undermined in 2016. Comparison of that photo with the 2022 photo (above) shows there has been very little change in the conditions; there has been no continued undermining during that 7 year period. It is likely that this area was buried in beach sand during most of those 7 years; when the bedrock supporting the footing is buried, wave action does not contact the bedrock and no erosion or bedrock retreat occurs under the footing.

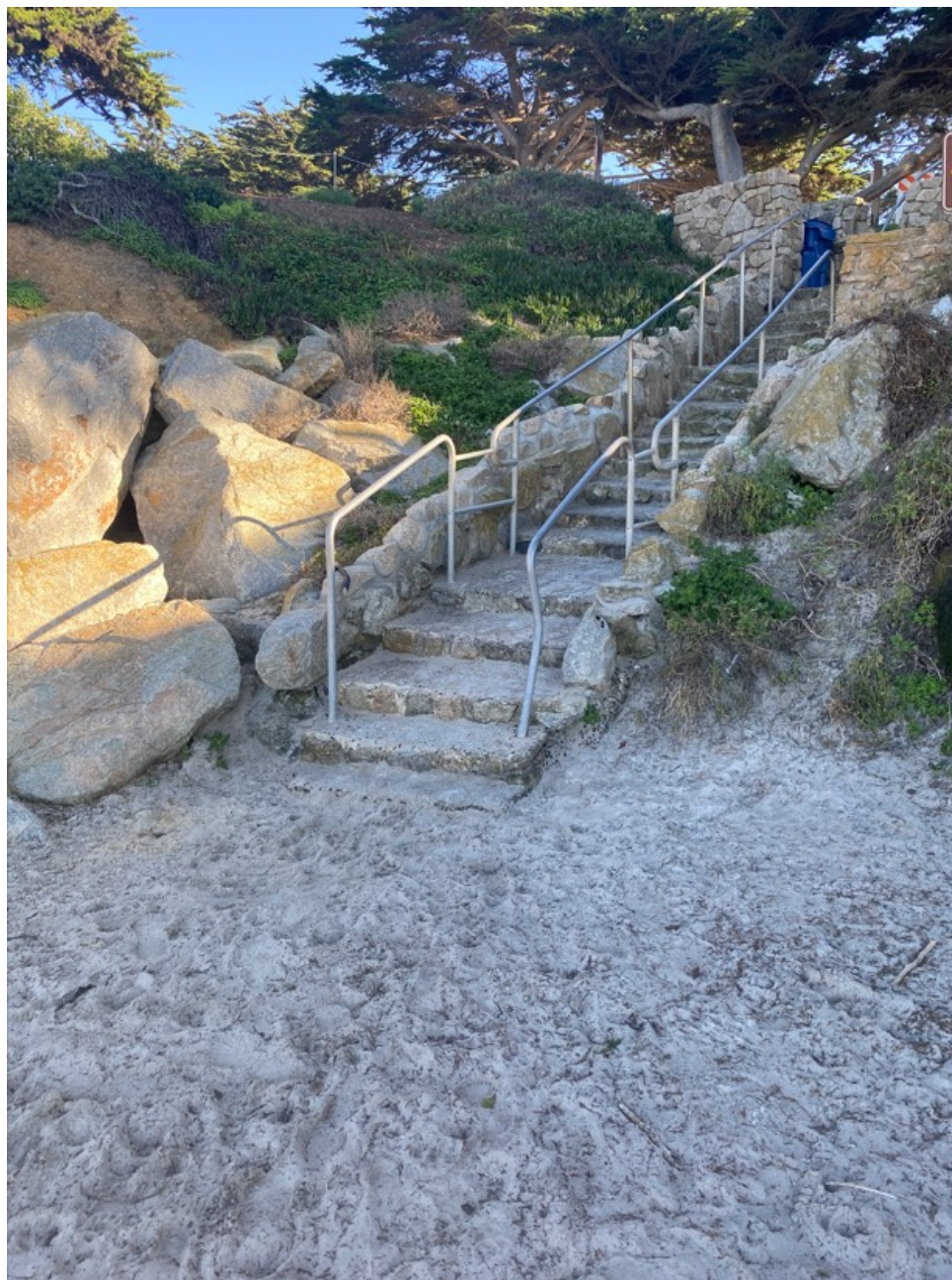


Photograph 12: Easton Geology Photograph of the North End of Seawall S2 in June 2016



Photograph 13: North End of Seawall S2 on December 22, 2022

Photograph 13 shows the very northern tip of Seawall S2 on December 22, 2022, where noticeable groundwater seepage is present. The end of the seawall was historically undermined and a repair consisting of a small concrete patch was done in the past. This area appears to be in reasonable condition, and the seawall appears to be stable.



Photograph 14: Public Access Stairway ST2 on December 22, 2022

Photograph 14 shows the seaward portion of Public Access Stairway ST2, located at Santa Lucia Avenue, on December 22, 2022, which is in good condition. The south handrail of ST2 is bent; likely from a wave carried log impacting it. The stairway seems functional despite this minor damage. The bottom of the stairway foundation is buried by beach sand, which is the normal condition.



Photograph 15: Showing Revetment R1 and Stairway ST2 on January 30, 2023

Photograph 15 shows Revetment R1, which is located between Seawalls S2 and S3, and shows Stairway ST2 during our January 30, 2023 inspection after severe ocean storms occurred in January 2023 and it was still buried by beach sand. Whenever it is next exposed by natural beach sand scour processes, it should be inspected. That may not be for a decade but could be possible this winter. The estimated life of Stairway ST1 is 30 years or more. The south railing is bent from floating log impact. This does not pose a substantial risk to users of the stairs. We rank the repair as a low priority.

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Photograph 16: Showing Revetment R1 on January 30, 2023

Photograph 16: shows Revetment R1 on January 30, 2023.

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Photograph 17: Revetment R1 on December 22, 2022

Photograph 17 shows the southern end of Revetment R1 on December 22, 2022, which consists of oversteep riprap, making it relatively unstable. One displaced boulder (a "fugitive" rock) can be seen poking out of the beach sand seaward of the revetment. Historic instability and the use of undersized boulders to construct this revetment have caused cavities to develop in the revetment and have diminished the erosion protection it provides. We recommend the holes in the revetment structure be filled and the 1 to 4 ton rocks be restacked. It is presently unsafe.



Photograph 18: Revetment R1 Showing Undersized Overly Steep Riprap on December 22, 2022



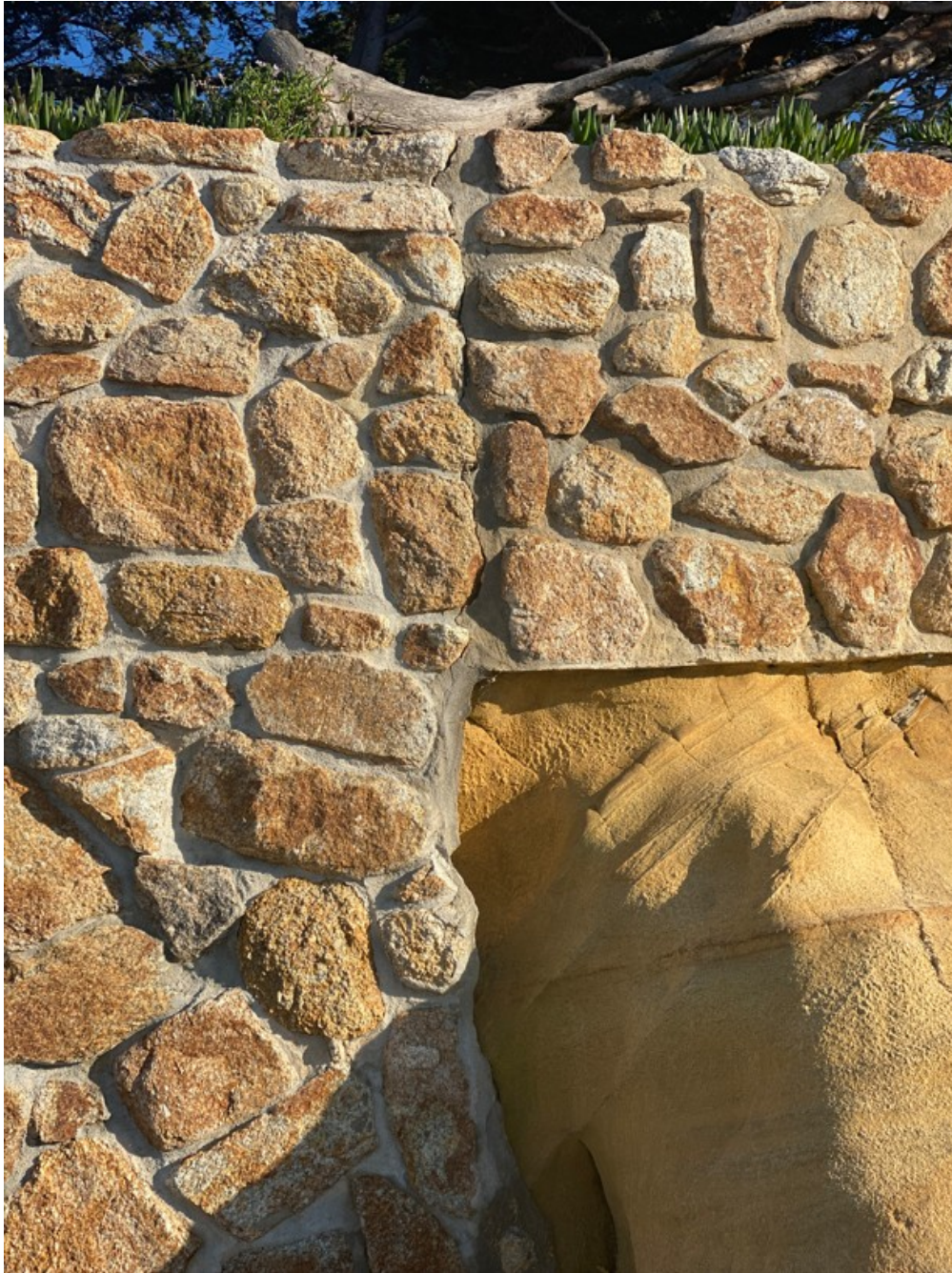
Photograph 19: Revetment R1 on December 22, 2022

Photograph 19 shows the northern end of Revetment R1 on December 22, 2022, which consists of overly steep riprap at a 0.5:1 (H:V) gradient. The northern 1/3 of the Revetment R1 riprap is unstable, poses risks to beach users, and we recommend it has a high priority for repair. We recommend bringing in additional larger riprap quarrystone boulders to lower the revetment gradient. Alternately the revetment could be removed and replaced with a vertical seawall to match the appearance of the other nearby seawalls along Carmel Beach.



Photograph 20: Showing Revetment R1 and the Southern End of Seawall S3 on January 30, 2023

Photograph 20 shows Revetment R1 and the South End of Seawall S3 on January 30, 2023.



Photograph 21: Very Southern End of Seawall S3 on December 22, 2022

Photograph 21 shows Seawall S3 where it's foundation is founded on bedrock and steps upward at the very southern end of Seawall S3, which is located near 13th Avenue, on December 22, 2022. A vertical crack, which appears to be a shrinkage crack or expansion crack, is visible, but is not of concern.



Photograph 22: Southern End of Seawall S3 on December 22, 2022

Photograph 22 shows a view looking to the south along Seawall S3 on December 22, 2022.



Photograph 23: Concrete Debris on Beach at Base of Seawall S3 on December 22, 2022

Photograph 23 shows Seawall S3 on December 22, 2022 which has pumped concrete debris located on the beach at base of the seawall. Easton Geology inspected Seawall S3 in February 2016 and again in June 2016 for the City. Photograph 24 from Easton Geology shows that the beach was more scoured then than during our 2022 and 2023 inspections.



Photograph 24: Southern End of Seawall S3 in February 2016 Photographed by Easton Geology Showing Pumped Concrete Repair of Undermining of Seawall S3



Photograph 25: Looking North at Seawall S3 on December 22, 2022

Photograph 25 is looking north along Seawall S3 on December 22, 2022. At that time the seawall foundation was buried by beach sand, which is normal. After severe ocean storms in January 2023, we revisited this location and it was still partially buried by beach sand. This seawall, including the portion of the foundation we were able to inspect, appears to be in satisfactory condition. Whenever it is next exposed by natural beach sand scour processes, it should be inspected. That may not be for a decade but could be possible during any winter. Except for the possible removal of some of the pumped concrete on the beach at the southern end, no repairs appear needed at this time, and the seawall does not pose any significant risks to beach users. This seawall appears to have more than 30 years of remaining life.

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Photograph 26: Seawall S3 Showing Missing Rock on December 22, 2022



Photograph 27: Public Access Stairway ST3 on December 22, 2022

Photograph 27 shows the seaward portion of Public Access Stairway ST3 located at 13th Avenue, on December 22, 2022, which is in good condition. Seawall S3 is on both sides of ST3.



**Photograph 28: Showing Public Access Stairway ST3 with Seawall S3 on Both Sides
On January 30, 2023**

Photograph 28 shows the seaward portion of Public Access Stairway ST3 on January 30, 2023, when beach sand levels were scoured much lower in elevation than in December 2022. Stairway ST3 is primarily a rock and mortar set of steps that appear to be performing well. This staircase terminates onto a bedrock platform that was an approximately 5 feet vertical height drop from the platform down to beach level at the time of the photograph. This is not a safe transition for public use and it should be investigated for a safer alternative stair termination that accounts for scoured beach conditions. Stairway ST3 repairs do not appear to be needed, but extension of the stairs does appear to be prudent. There is risk to users of the stairs because they do not extend to beach level during periods of low sand levels from scouring. We rank extension of the stairs to beach level as a low priority if they are securely closed off at both the top and bottom during times of low beach levels.

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North of Public Beach Access Stairway ST3, Seawall S3 had an exposed foundation in February 2016. Easton's June 2016 letter states "exposed undercuts (*identified and documented in February 2016*) between the wall footing and the underlying bedrock within the 13th Avenue Cove (*referred to as S3 in this document*) were filled with concrete" (*between February and June 2016*) (*italicized portions added by HKA for clarity*). Photographs 29 and 30 from Easton Geology illustrate the condition of S3 in 2016.



Photograph 29: Seawall S3 Just North of ST4 in February 2016 (Easton Geology)



Photograph 30: Seawall S3 Just North from ST4 in February 2016 (Easton Geology)

Photograph 30 shows that the footing of Seawall was bearing on bedrock and slightly undermined in 2016.



Photograph 31: Looking South at Seawall S3 Adjacent to ST3 on January 30, 2023

Photograph 31 shows Seawall S3 at the south end of Cooks Cove, adjacent to ST3, showing its foundation is still bearing on a sandstone bedrock platform, and the footing remains slightly undermined. It is still performing well, and we have no recommended maintenance at this time. We note that when beach sand levels are naturally higher, the footing is buried and naturally protected from wave impact, resulting in no undermining occurring during those time periods, which are typically present in most years all year long. We recommend the undermining shown in Photographs 30 and 31 be photographically monitored whenever it is exposed, to verify the that undermining is occurring atover time.



Photograph 32: North End of Seawall S3 on December 22, 2022

Photograph 32 shows the north end of Seawall S3 where it adjoins Revetment R2 on December 22, 2022. The north end of Seawall S3 was historically slightly undermined, and the resultant cavities have been repaired with concrete patchwork, and or grouted riprap. The north end of Seawall S3 appears to be stable.



Photograph 32: Showing Revetment R2 between Seawalls S3 and S4 on January 30, 2023

As shown in Photograph 32, the beach at Revetment R2, which is located between Seawalls S3 and S4, had similar sand levels on January 30, 2023 as it did during our December 2022 inspection.



Photograph 33: Showing South End of Revetment R2 on December 22, 2022

Photograph 33 shows the south end of Revetment R2 on December 22, 2022, which has some displaced fugitive riprap. The revetment surface gradient is not uniform and the coastal erosion protection this revetment provides could be improved from restacking the riprap boulders. Revetment R2 includes a large volume of undersized riprap, which is vulnerable to plucking from wave attack. Revetment R2 poses risks to beach users, and we recommend it as a high priority for repair. The base of the revetment was buried by beach sand during our inspections and so its condition is unknown. Whenever it is next exposed by natural beach sand scour processes, it should be inspected. That may not be for a decade but could be possible any winter.



Photograph 34: Showing North End of Revetment R2 on December 22, 2022

Photograph 34 shows the north end of Revetment R2 on December 22, 2022,



Photograph 35: Showing Seawall S4 on January 30, 2023

Photograph 35 shows the southern portion of Seawall S4 on January 30, 2023 which is in similar conditions to when our December inspection was done. This seawall is in good to excellent condition and is founded on the bedrock platform. No repairs appear to be needed.



Photograph 36: Showing North Portion of Seawall S4 on December 22, 2022

Photograph 36 shows the north portion of Seawall S4 on December 22, 2022, which is founded on a natural bedrock platform that is elevated above the beach level. This wall was designed by Neill Engineers and constructed in 2001.



Photograph 37: Showing Unnamed Rip-rap Boulders North of Seawall S4 on December 22, 2022

Photograph 37 shows a few rip-rap boulders located north of Seawall S4 and south of Public Access Stairway ST4 on December 22, 2022. These boulders are founded on a natural bedrock platform that is elevated above the beach level. They presently appear stable.



Photograph 38: Showing Public Access Stairway ST4 on December 22, 2022

Photograph 38 Shows Public Access Stairway ST4, located at 12th Avenue, on December 22, 2022. This stairway was undermined as shown in Photograph 39 (below) contained in a letter from Easton Geology dated February 8, 2016



Photograph 39: Undermined Stairway ST4 in February 2016 (Easton Geology)

The undermined portion of Stairway ST4 that was visible in 2016 was not visible during our December 2022 inspection but was subsequently exposed by beach scour and visible in our January 2023 inspection. The metallic hardware for the railing is severely corroded and is expanding and splitting the timber framework of these stairs, which are located at 12th Avenue.

As shown in Photograph 40 (below) the foundation of Public Access Stairway ST4 was not exposed during either our December 2022 inspection or our January 2023 inspection. Whenever it is next exposed by natural beach sand scour processes, it should be inspected. That may not be for a decade but could be possible during any winter.

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Photograph 40: Showing Base of Stairway ST4 naturally buried in beach sand on December 22, 2022

Stairway ST4 has severely corroded hardware and fasteners as well as some split timber elements, as shown in Photographs 41 and 42 below. Further evaluation of the structure by an independent licensed structural engineer (and if need be a licensed corrosion engineer) should be scheduled to verify the structure is safe for public use, and recommend any needed repairs.

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Photograph 41: Showing Corroded Hardware and Split Timbers on Stairway ST4 on December 22, 2022



Photograph 42: Showing Corroded Hardware and Split Timbers on Stairway ST4 on December 22, 2022

Stairway ST4 repairs appear to be needed due to corrosion of fasteners and hardware, split timbers, and the vertical drop off and lack of foundation support at the base of the stairs during times of beach scour. Extension of the stairs does appear to be prudent. There is risk to users of the stairs because they do not extend to beach level during periods of low elevation sand levels. Due to the vertical drop off we rank extension of the stairs to beach level as a high priority and recommend prompt structural and corrosion inspection. There is a high risk to users of the stairs.

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Photograph 43 (below) shows a storm drain outfall just northeast of Stairway ST4 with a rock and mortar seawall that armors the bluff face below the outfall that is Seawall S5. A small amount of riprap below the outfall and Seawall S5 was barely visible during our December 2022 inspection.



Photograph 43: Storm Drain Outfall and Seawall S5 Northeast from Stairway ST4 on December 22, 2022

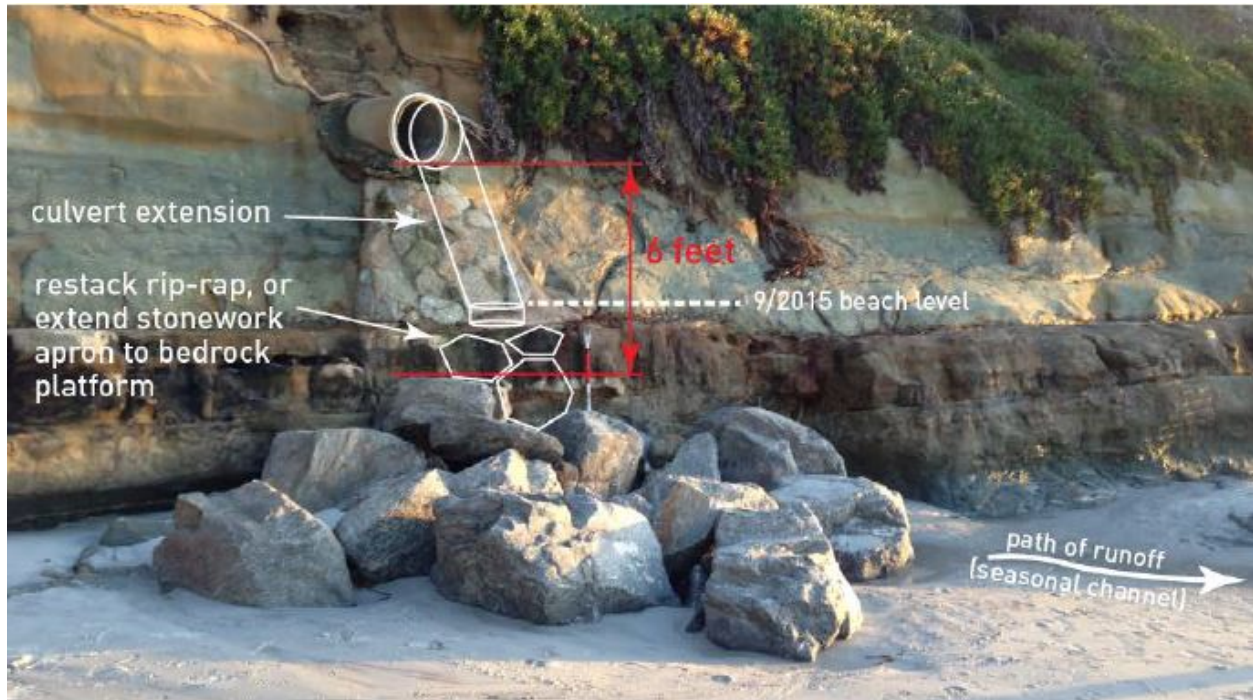
Seawall S5 is immediately below the storm drain outfall near 12th Avenue.



Photograph 44: Storm Drain Outfall with Minor Armoring Between ST4 and R3 on January 30, 2023

As Photograph 44 shows, a greater amount of riprap below the outfall and Seawall S5 was visible during our January 2022 inspection. The rip-rap dissipates the energy from the runoff flowing onto the beach and serves to reduce bedrock erosion during times of low beach elevation.

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**Photograph 45: Seawall S5 Just North from ST4 in February 2016 (Easton Geology)
 Easton Geology's Recommendations Are Shown on the Photo**

Photograph 43 shows a storm drain outfall with minor armoring (Seawall S5) south of Revetment R5 and Stairway ST4 on December 22, 2022. Photograph 44 shows the same outfall and Seawall S5 after during January 2023 when considerable additional sand scour had occurred, exposing the grouted riprap energy dissipater placed on the bedrock platform below the outfall. About 75% of the coastal bluff height consists of erosion resistant bedrock, and appears to be in good shape. A seawall may be needed to slow bluff retreat in the future. Photograph 45 by Easton Geology (above) shows the conditions in February 2016, and includes their recommendations regarding extending the culvert and restacking the rip-rap they made at that time. Seawall S5 has no maintenance recommended by HKA at this time. It appears to have at least 30 years remaining life.

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Revetment R5, which is between 8th and 10th Avenue, starts northnorth from Seawall S5.



Photograph 46: Looking South along Revetment R3 towards ST4 on December 22, 2022



Photograph 47: Revetment R3 Showing Scattered Rip-rap Boulders on December 22, 2022

Photograph 47 shows Revetment R3 with scattered rip-rap boulders on December 22, 2022. We recommend that Revetment R3 be restacked to increase coastal protection and reduce the revetment footprint.



**Photograph 48: Revetment R3 Showing Area of Rip-rap on December 22, 2022
Where the Public Could Benefit from Quarystone Re-stacking**

The southern 1/4 of the Revetment R3 riprap unstable, poses risks to beach users, and we recommend it as a high priority for repair. The over-steepened portion of R3 should be re-stacked to alower gradient to increase its stability and provide better coastal protection.



Photograph 49: Showing Revetment R3 Looking South on January 30, 2023

Most of the portion of R3 shown in Photograph 49 has begun to slump and requires routine maintenance. needs to be re-stacked. The portion of R3 shown in Photograph 48 appears to have been constructed at a different time using smaller rock that may have been dumped into place rather than placed boulder by boulder, perhaps due to emergency conditions during construction. There is displaced undersized rock at the toe of the revetment at a lower gradient, and the revetment appears to be founded on the sandstone bedrock platform and we expect it will continue to provide service for 10 to 20 years. However, the rip-rap boulders are subject to displacement from wave impact. We recommend a vertical reinforced concrete seawall with rock fascia be designed and planned for and considered as a replacement for this portion of the R3 Revetment. The public coastal access at the top of the bluff is reliant upon bluff toe stability, which is currently provided by the R3 rip-rap armoring.



Photograph 50: Most of Revetment R3 is in Good Condition on December 22, 2022

The northern three-quarters of Revetment R3 is composed of 2-to-4-ton riprap stacked at approximately a 1.5 to 1.7 to 1 (H:V) gradient and looks to be performing well. No maintenance is recommended here.



Photograph 51: Showing the Middle Portion of Revetment R3 on January 30, 2023

Photograph 51 shows the middle portion of Revetment R3 with bearing support on the bedrock platform and on the outboard side of keyway, with the bedrock still providing lateral support of the toe of the structure, except in a couple locations. Two over-steepened sections could benefit from re-stacking, however, this riprap revetment is in good condition and performing well.



Photograph 52: Showing Revetment R3 Looking North on January 30, 2023

Photographs 51 and 52 show Revetment R3 looking north and south. The portion of R3 shown in Photograph 52 is in great condition.



Photograph 53: Profile View of Revetment R3 on January 30, 2023

Photograph 53 is a profile view of Revetment R3. It was constructed following the severe 1983 storms with the toe of riprap revetment structure properly keyed into the bedrock platform, and still is performing well.

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Photograph 54: Over-steepened portion of Revetment R3 on December 22, 2022

Photograph 55 shows that small portions near the north end of Revetment R3 are overly steep and could be re-stacked to be more stable and resistant to wave impact energy. During repair of the south 1/4 of R3, this area should be checked and the positions of a few boulders should be adjusted to improve boulder stability.



Photograph 55: Another Profile View of Revetment R3 on January 30, 2023



Photograph 56: Showing Stairway ST5 on January 30, 2023

Stairway ST5 is located at 11th Avenue and terminates on a bedrock platform, which is exposed when natural beach scour has lowered the beach elevation.



Photograph 57: Showing Stairway ST5 on January 30, 2023

Stairway ST5 repairs are needed due to corrosion of the concrete reinforcing, concrete spalling, and worn irregular concrete tread surfaces. We rank the concrete repair as a medium priority to abate slip and fall hazards. There is risk to users of the stairs because they do not extend to beach level during sand scour events. Extension of the stairs appears to be prudent. We rank extension of the stairs to beach level as a low priority if they are securely closed off at both the top and bottom during times when beach sand

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elevations are low as a result of periodic natural beach scour.



Photograph 58: Showing Stairway ST5 and North End of Revetment R6 on December 22, 2023

Photographs 57 and 58 show Stairway ST5 before and after the severe January 2023 coastal storms and ocean wave events that resulted in beach scouring. Photograph 58 is a December 2022 photo of ST5 to show the influence of the scour event on beach conditions. This staircase is bearing upon sandstone bedrock platform and appears to be stable. The handrails are in decent shape. The ST5 stair treads are

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worn and cracked and should be resurfaced.

We note that Seawall S6, which was initially mapped by Integral Consulting as a seawall, is not actually a seawall, but rather is a blufftop retaining wall located at the top of the bluff along Scenic Road. It is not influenced by the ocean. It appears to be in good condition; no repairs appear needed.



Photograph 59: Showing Bluff South of Revetment R4 on January 30, 2023

At the time of our inspection along the bluff face between Stairway ST5 and Revetment R4, a sandstone bedrock platform was discontinuously exposed, with very few fugitive riprap boulders exposed along the toe of the bluff at beach level. The bedrock exposed in the vertical lower bluff face appears to be erosion resistant and in good shape. No maintenance or armoring is necessary now. However, a future bluff face seawall with artificial rock fascia may be needed in the future to retard long-term erosion.



Photograph 60: Showing Very Few Boulders Exposed in Revetment R4 Area on December 22, 2022

Revetment R4 is located between 9th Avenue and 10th Avenue and was mapped by Integral Consulting extending from Stairway 5 and Stairway 6.



**Photograph 61: Northern 1/3 of Revetment R4 Showing Scattered Undersize Riprap Boulders
on January 30, 2023**

Photograph 61 shows Revetment R4 in profile view showing over 50% of the visible structure is composed of very undersized scattered rock, that is subject to displacement and scattering onto the beach from wave action. The northern 1/3 of the Revetment R4 riprap is unstable, poses risks to beach users and we recommend it as a high priority for repair. Because this structure is composed of undersized, unstable rock, it increases the rate of bedrock erosion when the boulders are tumbled by wave action and abrade the bluff and bedrock platform. We recommend bringing in additional larger riprap quarystone boulders to lower the revetment gradient. Alternately the revetment could be removed and replaced with a vertical seawall to match the appearance of the other nearby seawalls along Carmel Beach.



**Photograph 62: Northern 1/3 of Revetment R4 Showing Very Undersized Scattered Rock
on January 30, 2023**

We recommend that Revetment R4, which is composed of very undersized scattered rock be completely reconstructed or replaced with a vertical concrete seawall faced with rock fascia.



**Photograph 63: Showing Few Boulders Exposed at the North End of Revetment R4
On December 22, 2022**

Photographs 61, 62 and 63 show Revetment R4, which is comprised of mostly undersized rock and broken concrete debris. The exposed portion of R4 where we observed substantially undersized scattered rock is approximately 225 feet in length and 8 to 10 feet tall. This structure has been undermined and has collapsed. Undersized riprap has been tumbling around in the wave action and is abrading the bedrock platform seaward of the riprap revetment structure toe. Future wave action could cause the steep slope below the path to slump, undermining the large cypress trees and public pathway along Scenic Road. A vertical concrete seawall at the toe of the bluff would be a preferred alternative here, as opposed to the riprap revetment structure, which requires more maintenance, and takes up a larger footprint.

Recommended maintenance and repair is to clean up the undersized riprap and replace it with a properly engineered, riprap revetment structure, founded into the bedrock platform. Alternately, this revetment could be removed, uncovering beach area, and a vertical seawall could be constructed at the toe of the bluff to prevent Scenic Road from being undermined.



Photograph 64: Showing Stairway ST6 on December 22, 2022

Photograph 64 shows Stairway ST6 is located south of 10th Avenue. The base of the stairs was buried in beach sand.

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Photograph 65: Showing Recent Maintenance on Stairway ST6 on December 22, 2022

Photographs 65, 66 and 67 show Stairway ST6, which is a combination reinforced concrete (lower portion) to wooden (upper portion) public beach access staircase. The base of the staircase is founded on the sandstone bedrock platform below the beach sand. Several stair treads have spalled concrete areas, exposing highly corroded rebar, which is expanding, resulting in internal pressures within the concrete, which causes the stair treads to spall. This spalling creates a hazardous condition, and we recommend it be repaired and maintained to a safe standard for public use, using corrosion resistant reinforcing bar such as ChromX 4100 or 9100. Stairway ST5 repairs are needed due to corrosion of the concrete reinforcing, concrete spalling, and worn irregular concrete tread surfaces. We rank the concrete repair as a medium priority to abate slip and fall hazards.



Photograph 66: Stairway ST6 Well Founded in Bedrock on January 30, 2023



Photograph 67: Stairway ST6 with Tread Deterioration on January 30, 2023

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Photograph 68: South Foundation of Seawall S7 on January 30, 2023

Photograph 68 shows the south foundation of Seawall S7, located between Stairways ST6 and ST7, is bearing on the sandstone bedrock platform. The foundation is in good condition. Seawall S7 is flanked by the north end of R6.



Photograph 69: Storm Drain Outfall near South End of Seawall S7 on January 30, 2023

Photograph 69 shows the south end of Seawall S7 where a 24-inch diameter concrete storm drain culvert outfall is in good condition. No maintenance is recommended here.



Photograph 70: Seawall S7 Foundation on January 30, 2023

Photograph 70 shows the Seawall S7 foundation, which was partially exposed during our inspection. This foundation appears to be a conventional spread footing foundation, approximately 20 inches wide at its toe and embedded in bearing upon the sandstone bedrock platform. The seawall above grade has slowly deteriorating mortar between individual rocks that form the wall face. The seawall foundation appears to be in good condition, and no maintenance is recommended at this time.



Photograph 71: Seawall S7 Foundation on January 30, 2023

Photograph 71 shows a view looking down coast at Seawall S7, showing additional exposed foundation area that is bearing on the sandstone bedrock platform.



Photograph 72: Storm Drain in Seawall S7 on January 30, 2023

Photograph 72 shows a storm drain culvert projecting out of the top portion of S7. This culvert is composed of highly corroded corrugated metal pipe that is 16 inches in diameter and appears to be collapsed about 3 feet landward of the wall. We observed large cracks in the seawall just below the culvert outfall. We recommend replacing this corrugated metal culvert with watertight HDPE N-12 storm drainpipe. We classified this as a medium priority. Except for this area of recommended repair, Seawall S7 has 30 years of remaining life.



Photograph 72: Stairway ST7 on December 22,2022

Photograph 72 shows Stairway ST7, which is located north of 10th Avenue.



Photograph 73: Stairway ST7 on January 30, 2023

Photographs 72 and 73 show Stairway ST7 at different beach scour conditions. Photo 73 shows the lower end of the stairs ending in mid-air at the time of our January inspection. Stairway ST7 repairs are needed due to corrosion of fasteners and hardware, and the vertical drop off and lack of foundation support at the base of the stairs during times of low beach surface elevations from scour. We rank the repair as a high priority and recommend prompt structural and corrosion inspection. There is a high risk to users of the stairs.



Photograph 74: Stairway ST7 on January 30, 2023 Showing Undermining

Photograph 74 illustrates the 2 1/2-foot vertical drop down to current beach sand elevation after the considerable winter scour event. At the time of our inspection the stairs were unsafe for public use in this condition. Extension of the stairs does appear to be prudent. We recommend that the stairs should be structurally evaluated and extended down to a landing constructed on the bedrock platform that they are secured to at their base. There is risk to users of the stairs because they do not extend to beach level during times of low beach sand surface elevations. Due to the vertical drop off we rank extension of the stairs to beach level as a high priority and recommend prompt structural and corrosion inspection. There is a high risk to users of the stairs.



Photograph 75: South Portion of Revetment R5 on January 30, 2023 Showing Bedrock Platform Below Beach Sand and Old Erosional Scarp in Ice Plant Above Revetment

Photograph 75 shows the southern end of Revetment R5, which is located between 8th Avenue and 10th Avenue, and was possibly initially founded on beach sand in an emergency effort to buttress the bluff failure above it. The wave action then likely scoured away the beach sand, and undermined the emergency revetment, causing it to collapse, and spread boulders out onto the beach.



Photograph 76: Showing Collapsed Southern End of Revetment R5 on January 30, 2023

Photograph 76 shows the southern end of Revetment R5, which has partially collapsed, and a majority of the riprap is now fugitive. We recommend re-stacking the fugitive riprap boulders on and at the toe of the existing revetment at a 1.5 to 1 slope gradient with the total base of the revetment structure founded below the beach sand on the bedrock platform.



Photograph 77: Southern Portion of Revetment R5 on January 30, 2023 Showing Steep Slope

Photograph 77 shows the southern portion of Revetment R5 and large cypress trees on the bluff face where driftwood has washed up onto the bluff face by waverunup. The upper portion of the riprap revetment looks steep. The top of the riprap revetment elevation is unknown. The estimated total height of the riprap revetment is 12 to 15 feet high and is likely sloped at a 1.5:1 or 2:1 (H to V) slope gradient.

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Photograph 78: Central Portion of Revetment R5 on January 30, 2023

Photograph 78 shows the central portion of Revetment R5, where the coastal access path at the top of the bluff is dependent on bluff toe armoring and stability. A riprap revetment structure which is armoring the toe of the bluff is barely visible. About 3 to 5 feet of the revetment height is visible. The total height of a revetment is unknown, but estimated at 12 to 15 feet. Future wave action could cause the steep slope below the path to slump, undermining the large cypress trees, and public pathway along Scenic Road. A vertical concrete seawall at the toe of the bluff would be a preferred alternative here, as opposed to the riprap revetment structure, which requires more maintenance, and takes up a larger footprint.



Photograph 79: Showing Beach Access Stairway ST8 on January 30, 2023

Photograph 79 shows Beach Access Stairway ST8, which is near 9th Avenue just south of the central part of Revetment R5. It is a wooden stairway that is in good condition; however, it terminates before reaching the beach when the beach sand levels are seasonally low. We recommend that that the stairway be extended approximately 12 vertical feet down to the bedrock platform (which is presently buried by beach sand) at beach level. The existing beach access path across the R5 rip-rap below these stairs is hazardous and poses risk to stair users attempting to cross the revetment. Extension of the stairs is a high priority. This stairway does not have any other maintenance recommended at this time. Extending the stairway across the rip-rap revetment should be done carefully. A detailed design study will be necessary to properly found the stairway in and seaward of Revetment R5.



Photograph 80: Showing South End of Central Portion of Revetment R5 on January 30, 2023

Photograph 80 shows the south end of the central portion of Revetment R5 adjacent to Stairway ST8.



Photograph 81: Small Amount of Revetment R5 Riprap on January 30, 2023

As shown in Photograph 81, in the center portion of Revetment R5 we observed a small amount of visible riprap which was approximately 12 feet long and 6 feet tall. It was not possible to see enough riprap to draw meaningful conclusions regarding the extent, dimensions, condition and need for repair (if any) of this reported structure.

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Photograph 82: Showing A Small Amount of Additional Revetment R5 Riprap on January 30, 2023



Photograph 83: Showing Additional Revetment R5 Rip-rap on January 30, 2023



Photograph 84: Showing a Small Amount of Revetment R5 Riprap on January 30, 2023

Photographs 82, 83 and 84 show the location of the center portion of Revetment R5 where we observed approximately 100 linear feet of 3- to 5-foot-high rip-rap that was exposed. It was not possible to see enough riprap to draw meaningful conclusions regarding the extent, dimensions and condition of this reported structure. We suspect most of this revetment structure is below sand level, not visible during our inspection.



Photograph 85: Location of North Area of Revetment R5 on January 30, 2023

We observed the area where the north portion of Revetment R5 was mapped by Integral Consulting. No riprap was visible.



Photograph 86: Stairway ST9 on January 30, 2023

Photographs 86 and 87 show Stairway ST9, which is near 8th Avenue, is a set of rock and mortar landscape or decorative steps. No recommended maintenance at this time is needed. The natural rock (Carmel Stone) treads are becoming worn, and their irregular surface should be evaluated for safety and code compliance by a qualified professional. A detailed study would be required to assess how to protect the stairs from being undermined.



Photograph 87: Toe Conditions at Seaward End of Stairway ST9 on January 30, 2023

Because the treads of Stairway ST9 are worn and have an irregular (bumpy) surface that poses some slip and fall risks to stair users, we recommend they be repaired and classify that as a medium priority.



Photograph 88: Seawall S8 on January 30, 2023

Photograph 88 shows Seawall S8 on January 3, 2023. It is a retaining wall (not a seawall) near 8th Avenue and Stairway ST9 and appears to be supporting a cut slope created to construct a municipal infrastructure system. It is not influenced by ocean wave impact. Seawall S8 appears to have at least 30 years of remaining life and no repairs are needed now.



Photograph 89: Revetment R5 and Seawall S9, Showing Small Amount of Riprap Boulders on January 30, 2023

Photograph 89 shows that Seawall S9 is a storm drainpipe headwall just north of 8th Avenue. No noticeable maintenance is recommended at this time. As exposed during our inspection, the north end of Revetment R5 has scattered riprap in this location and it does not seem laterally continuous. During our inspection, only the crest of the revetment structure was visible during inspection. Seawall S9 appears to have 20 years of remaining life and no repairs are needed now.



Photograph 90: Stairway ST10 Overlook Platform on January 30, 2023

Photograph 90 shows a Public Overlook Platform at the end of a boardwalk at the end of Ocean Avenue, we have named ST10, as seen on January 30, 2023. Our firm (Haro Kasunich and Associates Inc.) assisted in the design of this overlook in 2012. The ST10 wooden platform has reinforced concrete piers supporting it that appear to be performing reasonably well and we do not note the need for any maintenance at this time. We estimate the anticipated life of the structure is approximately 20 years. We recommend that the platform structure be monitored for deterioration of the wood and corrosion of the metallic hardware and reinforcing. If any problems are noted in the future, appropriate maintenance and repair should be done.



Photograph 91: Revetment R6 Showing Small Amount of Rip-rap Boulders on January 30, 2023

Photograph 91 shows riprap that forms part of the R6 Revetment structure seaward of the end of Ocean Avenue which incorporates a storm drain outfall, as seen on January 30, 2023. The rip rap has an approximately 2:1 (H to V) surface slope gradient and the exposed portion is 6 to 7 feet tall. The remainder of the revetment, including its foundation condition, is buried in sand and is unlikely to be visible until the next extreme scour event. Whenever it is next exposed by natural beach sand scour processes, it should be inspected. That may not be for a decade but could be possible during any winter. Based on what we observed, no maintenance is presently recommended. We estimate the lifespan of this structure is 10 to 30 years, depending upon its foundation condition.

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Photograph 92: Seawall S10 on January 30, 2023

Photographs 92, 93, 94 and 95 show Seawall S10 on January 30, 2022. This seawall is a storm drain headwall for a 3 by 3-foot reinforced concrete box culvert located in the dunes area north of Ocean Avenue. It is in poor condition. Photograph 92 shows that the central part of the Seawall S12 foundation is bearing upon sandstone bedrock. In adjacent areas the foundation is partially undermined horizontally up to 16 inches at the toe.



Photograph 93: Central Part of Foundation of Seawall S10 on January 30, 2023

Photograph 93 is a photograph that shows concrete spalling, exposing steel reinforcement.



Photograph 94: Seawall S10 on January 30, 2023

Photograph 94 is a photograph that shows Seawall S12 being undermined where it steps up the coastal bluff on the north side. Also visible is that the guard at the top of the wall is broken creating an unsafe condition there that needs to be remedied.



Photograph 95: Seawall S10 on January 30, 2023

Photograph 95 is a photograph that shows a large structural crack in Seawall S12 above the box. The crack is wider at the top than the bottom and the wall has been displaced. Reinforcing bars have been exposed by spalling concrete. It appears the south side of the seawall has rotated out in the seaward direction. The north side of the seawall appears to be vertical (plumb) and straight. Most of the rebar of the structure is corroded and not salvageable. We recommend reconstruction of the box culvert and seawall in its entirety. The down coast end of the seawall is outflanked and has been partially undermined, contributing to instability on that side of the structure. This structure has 0 to 10 years of remaining service life before it may collapse. It could collapse catastrophically this year. We do not expect it to survive 10 years. We recommend the City budget for and construct a new structure as soon as possible. This structure poses risks to beach users, and we recommend it have a high priority for replacement



Photograph 96: Stairway ST11 on January 30, 2023

Photograph 96 shows Public Beach Access Stairway ST11, located in the dunes area north of Ocean Avenue, on January 30, 2022. Our firm (Haro Kasunich and Associates Inc.) designed this stairway. The lowest elevation run of the stairway has a damaged handrail, minor corrosion in a few spots along the handrail, a broken wooden guard and handrail on the north side of the lowest flight of stairs. The bottom 3 or so feet of the stairs were buried in beach sand at the time of our inspection. We recommend re-inspection during the next natural beach scour event that exposes the lowest portion of the stairs which were founded on bedrock at the time of initial construction. Further evaluation of the structure by an independent licensed structural engineer (and if need be, a licensed corrosion engineer) should be scheduled to verify the structure condition is safe for public use. We recommend the broken guard and handrail be repaired or replaced for the sake of pedestrian safety, and rank that as a high priority, since the current conditions pose slip and fall risks to stair users.

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Photographs 97, 98 and 99 show Seawall S11 on January 30, 2022. This is a privately owned seawall and is the furthest north coastal protection structure protecting the furthest north home in the City of Carmel. The total height of the seawall is unknown. Photograph 71 shows the north portion. At the time of our inspection 6 to 10 feet of retaining wall was exposed above the beach sand level. The seawall appeared to be in good condition, and we did not observe any maintenance or repair that was needed.



Photograph 97: South Portion of Privately Owned Seawall S11 on January 30, 2023

Photograph 97 shows the south part of Seawall S11 on January 30, 2022. The south portion is approximately 6 feet high. This portion includes a private access stairway at the south end. The seawall appeared to be in good condition, and we did not observe any maintenance or repair that was needed.



Photograph 98: Central Portion of Privately Owned Seawall S13 Center on January 30, 2023

Photograph 98 shows the central part of Seawall S11 on January 30, 2022. The center portion is approximately 6 feet high. The seawall appeared to be in good condition, and we did not observe any maintenance or repair that was needed.



Photograph 73: North Portion of Privately Owned Seawall S11 on January 30, 2023

Seawall S11 connects to a retaining wall along the margin of Pescadero Creek that has steel H-beam soldier piles and wood lagging. Evaluation of it is outside of our scope of services.

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References

Easton Geology, 8 February 2016, Mid-winter Assessment of Shoreline Improvements at Carmel Beach, Carmel-by-the-Sea, California.
Easton Geology, 13 June 2016, Second Winter Inspection of Shoreline Improvements at Carmel Beach, Carmel-by-the-Sea, California

APPENDIX A

Carmel Adaptation Coastal Protection Datasheet Dated 4-27-2023

APPENDIX A Haro Kasunich and Associates, Inc.

City of Carmel Coastal Protection Datasheet

4/27/2023

Structure Identifier	Approximate Location	Date of Inspection	Length (Ft)*	Visible Height (Ft)	Total Height (Ft)	Guesstimated Footprint Area (Ft ²)	Estimated Surface Slope Gradient (H:V)	Estimated Quarrystone Size Range (Tons)	Estimated Rip Rap Volume (CY)	Adequate Protection?	Repair Needed?	Risk to Beach Users	Priority of Repair	Estimated Existing Life of Structure Until it Ceases to Protect Coastal Access Path, Stairs and Roadway (Yrs)	Note 1	Note 2
Seawalls																
S1	At FLW House	12/22/2022 & 1/30/2023	27	5	5	162	0:1 (Vertical)	NA	0	YES	UNKNOWN	NO	NA	30+?	Private Property, Not evaluated; Upcoast Corner Will Need Maintenance at Some Future Point	Private Property
S2	FLW Home to Santa Lucia	12/22/2022 & 1/30/2023	565	8 to 13	8 to 13	1695	0:1 (Vertical)	NA	0	YES	NO	NO	VERY LOW	30+	Good Condition, Slight Undermining Noted in Two Spots	Upcoast End (Last 5 Ft) Has been Undermined and Patched, Some Seepage Below Wall
S3	13th Avenue	12/22/2022 & 1/30/2023	556	6 to 14	11 to 14?	1668	0:1 (Vertical)	NA	0	YES	NO	YES	VERY LOW (Upcoast) LOW (Downcoast)	Upcoast Part = 50, Downcoast = 20+	In Cove, Sloppy Pumped Concrete on Beach; Downcoast Part is Subject to Slow Undermining	Upcoast Part is Newer Neill Engineers Wall (2010?)
S4	N of 13th Avenue	12/22/2022 & 1/30/2023	168	6 to 8	6 to 8	504	0:1 (Vertical)	NA	0	YES	NO	NO	VERY LOW	Most <30+	Mostly Good Condition; Founded on Bedrock Platform	
S5	Outfall at 12th Avenue	12/22/2022 & 1/30/2023	13	8	8	39	0:1 (Vertical)	NA	0	YES	NO	NO	VERY LOW	30+	Good Condition, Monitor Annually	Small Storm Drain Splash Block Armor
S6	Scenic Rd Retaining Wall	12/22/2022 & 1/30/2023	317	3	3	951	0:1 (Vertical)	NA	0	YES	NO	NO	NA	Not a Coastal Protection Structure	Short Coastal Path Wall Not Subject to Wave Impact	
S7	Between Stairways 6 and 7	12/22/2022 & 1/30/2023	241	8 to 13	8 to 13	723	0:1 (Vertical)	NA	0	YES	YES	NO	MEDIUM	30	Wall Crack Below Failed Metal 16" Dia Storm Drain Pipe Thru Seawall; Pipe Replacement Needed	Mortar is starting to deteriorate; maintenance consisting of mortar tuck pointing by a stone mason is needed
S8	Retaining Wall at 8th Ave	1/30/2023	37	2 to 4	2 to 4	111	0:1 (Vertical)	NA	0	YES	NO	NO	VERY LOW	30+	Blufftop Retaining Wall Around Pump Station	Good Condition
S9	Outfall at 8th Ave	1/30/2023	13	8 to 10	8 to 10	39	0:1 (Vertical)	NA	0	YES	NO	NO	VERY LOW	20	CMP Storm Drain Headwall; 60 LF Scattered Rip-rap Below; Rip-rap Foundation Condition Uncertain	Monitor during Scour
S10	Dunes Outfall	1/30/2023	31	15	15	93	0:1 (Vertical)	NA	0	NO	YES	YES	HIGH	0 to 10 Until Collapse	Falling/Failed 3'x3' Box Culvert Storm Drain Outfall Wall, Needs Replacement	Concrete Cracked, Undermined, Outflanked, Corroded Rebar, Visually Undesirable; Replacement Recommended
S11	At Pescadero Creek Home	1/30/2023	290	6 to 10	Unknown	2900	0:1 (Vertical)	NA	0	YES	UNKNOWN	NO	NA	30?	Private Property; Not Evaluated, No Obvious Need for Repairs is Evident	Private Property
Revetments																
R1	Between S2 and S3	12/22/2022 & 1/30/2023	118			2360	Upcoast 1/3 is 1:1	Upcoast 1/3 is 1 Ton		NO; Upcoast 1/3	YES; Upcoast 1/3	YES	HIGH	Upcoast 1/3 = 0	Upcoast 1/3 Oversteepened, No Filter Fabric, Unstable, Potentially Unsafe	Public Will Benefit from Replacement
R2	Between S3 and S4	12/22/2022 & 1/30/2023	50			1000	3:1?	< 1 Ton		NO	YES	NO	HIGH	0 to 5	Falling Structure, Has Voids, Undersized Quarrystone	Public Will Benefit from Restacking or Replacement; Consider Vertical Wall Here
R3	Between 11th and 12th Ave	12/22/2022 & 1/30/2023	406	Unknown	Unknown	8120	1.5 to 2:0.1	Upcoast 3/4; 2 to 4 Ton		YES; Upcoast 3/4	YES; Downcoast 1/4	NO	MEDIUM (Downcoast 1/4); VERY LOW (Upcoast 3/4)	Downcoast 1/4 = 10; Upcoast 3/4 = 30	Downcoast 1/4 Poorly Stacked, Has Had Instability; Upcoast 3/4 REIA 1983	Upper 1/2? Covered by iceplants; Could Not Inspect It
R4	Between 10th and 11th Ave	12/22/2022 & 1/30/2023	336	Unknown	Unknown	6720	Unknown	Unknown	Unknown	NO; Upcoast 1/3	YES; Upcoast 1/3	NO	HIGH (Upcoast 1/3); UNKNOWN (Downcoast 2/3)	Upcoast 1/3 = 0 to 5; Downcoast 2/3 = Unknown	Undersized rock Upcoast 1/3; Few Quarrystones Visible; Back Beach Vegetated 12/2022; Monitor When Exposed	Downcoast 2/3 Not Exposed Enough to Inspect Now; Recommend Re-Inspection When Exposed
R5	Between 8th and 10th Ave	1/30/2023	815	6**	Unknown	16300	Unknown	Unknown	Unknown	MAYBE	Unable to Assess	NO	Unable to Assess	Unknown	Few Quarrystones Visible 1/2023; Monitor When Exposed; May Be Founded on Sand; Downcoast End Has Slumped;	Not Exposed Enough to Inspect Now; Recommend Re-Inspection When Exposed
R6	At Ocean Avenue	1/30/2023	136	6 to 7			2:1			MAYBE	Unable to Assess	NO	Unable to Assess	10 to 30 years?	Few Quarrystones Visible 1/2023; Monitor When Exposed; May Be Founded on Sand; Downcoast End Has Slumped;	Not Exposed Enough to Inspect Now; Recommend Re-Inspection When Exposed
Stairways																
ST1	Martin Way	12/22/2022 & 1/30/2023	NA	NA	NA	NA	NA	NA	NA	NA	YES	UNKNOWN***	MEDIUM***	Regular Maintenance is Essential	Corroded Structural Elements, Footing on Bedrock	Maintenance is Essential for Pedestrian Safety
ST2	Santa Lucia Avenue	12/22/2022 & 1/30/2023	NA	NA	Attachment 3	NA	NA	NA	NA	NA	YES	NO	NONE NOW	Regular Maintenance is Essential	Downcoast Railing Bent from Log Impact	Maintenance is Essential for Pedestrian Safety
ST3	13th Avenue	12/22/2022 & 1/30/2023	NA	NA	NA	NA	NA	NA	NA	NA	YES	YES During Scour Events	LOW	Regular Maintenance is Essential	Great Condition, Stairs End on Elevated Bedrock Platform; Consider Extending Stairs to Scoured Beach Level	Maintenance is Essential for Pedestrian Safety
ST4	12th Avenue	12/22/2022 & 1/30/2023	NA	NA	NA	NA	NA	NA	NA	NA	YES	YES	HIGH	Regular Maintenance is Essential	Hazardous; Undermined in EG Fig 1 (D0167); Corroded Hardware	Maintenance is Essential for Pedestrian Safety
ST5	11th Avenue	12/22/2022 & 1/30/2023	NA	NA	NA	NA	NA	NA	NA	NA	YES	YES During Scour Events	MEDIUM	Regular Maintenance is Essential	Concrete Treads Worn; Stairs End on Elevated Bedrock Platform; Consider Extending Stairs to Scoured Beach Level	Maintenance is Essential for Pedestrian Safety
ST6	5 of 10th Avenue	12/22/2022 & 1/30/2023	NA	NA	NA	NA	NA	NA	NA	NA	YES	YES	MEDIUM	Regular Maintenance is Essential	Needs Minor Tread Work; Corroded Rebar Exposed; Concrete Spalling	Maintenance is Essential for Pedestrian Safety
ST7	N of 10th Avenue	1/30/2023	NA	NA	NA	NA	NA	NA	NA	NA	YES	YES During Scour Events	HIGH***	Regular Maintenance is Essential	Toe of Stairs Undermined by Scour 1/2023; Hazardous; Easton (2016) Said Look at 2008 CRP Photo	Maintenance is Essential for Pedestrian Safety
ST8	9th Avenue	1/30/2023	NA	NA	NA	NA	NA	NA	NA	NA	YES	YES During Scour Events	HIGH	Regular Maintenance is Essential	Stairway Terminates Before Reaching Beach During Scour; Needs Seaward Extension Across Revetment	Maintenance is Essential for Pedestrian Safety
ST9	8th Avenue	1/30/2023	NA	NA	NA	NA	NA	NA	NA	NA	YES	YES	MEDIUM	Regular Maintenance is Essential	Rock and Mortar Steps; Worn Natural Rock Surfaced Treads Create Slippery Condition	Maintenance is Essential for Pedestrian Safety
ST10	Ocean Avenue	1/30/2023	NA	NA	NA	NA	NA	NA	NA	NA	NO	NO	NONE NOW	Regular Maintenance is Essential	Coastal Overlook and Boardwalk; Not Subject to Wave Impact	Maintenance is Essential for Pedestrian Safety
ST11	Dunes	1/30/2023	NA	NA	NA	NA	NA	NA	NA	NA	YES	YES	HIGH	Regular Maintenance is Essential	Hazardous; Broken Guard and Handrail on Upcoast Side of lowest Run	Maintenance is Essential for Pedestrian Safety

Total Armor Length (feet) 4119
 Total Coastline Length (feet) 5537

* = As mapped by Integral consulting; Some structures may not exist or be of different as-built length
 ** = Scattered Spots Along < 10% of Length Observed
 *** = Structural and Corrosion Inspection is High Priority

27 April 2023
Coastal Protection Evaluation 22 December 2022 thru 30 January 2023
Carmel Adaptation Plan - Carmel Beach All Areas
Project No. 12176
Page 108

APPENDIX B

Carmel Coastal Protection Map With Structure Identifiers and Structure Lengths Dated 4-27-2023



S# = SEAWALL NUMBER WITH APPROXIMATE LENGTH IN FEET NOTED

R# = REVETMENT NUMBER WITH APPROXIMATE LENGTH IN FEET NOTED

ST# = STAIRWAY NUMBER

2023-4-27 Carmel Coastal Protection Structures & Stairways



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

March 3, 2025
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Javier Hernandez, Project Manager
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2025-024, authorizing the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Advance Design Consultants, Inc. for Electric Panel Upgrades and Electric Vehicle Charging related projects, for a not-to-exceed fee of \$58,020 (Estimated time - 15 min)

RECOMMENDATION:

Adopt Resolution 2025-024 (**Attachment 1**), authorizing the City Administrator to execute Amendment No. 1 (**Attachment 2**) to the Professional Services Agreement with Advance Design Consultants, Inc. for Electric Panel Upgrades and Electric Vehicle Charging related projects, for a not-to-exceed fee of \$58,020.

BACKGROUND/SUMMARY:

In June 2022, the City Council approved Resolution 2022-048, which allocated funding for 25 Capital Improvement Projects for Fiscal Year (FY) 2022/23. Among these projects, the Electrical Panel Upgrades for City Hall, Public Works, Sunset Center, and Vista Lobos Facilities were included, with a total budget of \$75,000.

In December 2022, the City Administrator entered into a contract with PG&E to install a new meter and related equipment, valued at \$200,000, at no cost to the City. This installation will provide discounted power to new EV charging stations along the southern row of the Vista Lobos parking lot, including a high-capacity station for the electric street sweeper. The plan also includes rerouting the existing dual-capacity EV charger, which is currently powered by the near-capacity electrical panel at the Vista Lobos building, to take advantage of the discounted power rates.

In June 2023, the Council adopted Resolution 2023-067, approving 16 new FY 2023/24 Capital Improvement Projects, including the Sunset Center North Lot Electrical Panel Replacement Project with a budget of \$100,000. Located along Eighth Avenue, the existing panel is overburdened, frequently causing breakers to trip and resulting in EV charging stations being taken out of service. The panel has also been flagged by the Building Official. It currently powers the parking lot lights, the CERT Connex box, and five EV charging stations. The replacement panel will be properly sized to support current loads and accommodate additional EV charging stations, subject to PG&E service charges.

In July 2023, the Council adopted Resolution 2023-071, authorizing the City Administrator to execute a Professional Services Agreement with Advance Design Consultants, Inc. for electrical engineering services related to the electric panel upgrades and other associated projects, for a not-to-exceed fee of \$79,560.

In June 2024, the Council adopted Resolution 2024-047 for the FY 2024/25 Capital Improvement Plan, approving the carryover of prior fiscal year projects. This included the Sunset Center North Lot Electrical Panel Replacement Project, with a budget of \$100,000, and the Vista Lobos: 3 EV Charging Stations and Building Electrical Panel project, with a budget of \$460,000, for a combined total of \$560,000.

To proceed with the design and construction phases for both projects, an amendment to the existing agreement with Advance Design Consultants is required. Amendment No. 1 includes additional electrical engineering design services for the Sunset Center North Lot and construction support for both the Sunset Center and Vista Lobos projects. The amendment has been negotiated for a not-to-exceed fee of \$58,020 and includes a provision for \$15,000 in on-call electrical and mechanical engineering services to address urgent facility maintenance needs through June 30, 2026. This ensures timely expert support for ongoing maintenance and repairs at these facilities.

FISCAL IMPACT:

Engineering design and construction support services by Advance Design Consultants for Amendment No. 1 are outlined in the table below:

No.	Scope of Work	Fee
1	Sunset Center – Parking Commercial Service Relocation	\$19,760
2	Vista Lobos – Construction Support Services (Fleet and Commercial)	\$11,630
3	Sunset Center – Construction Support Services (Rule 29 and Commercial)	\$11,630
4	On-Call Architecture-Engineering Services	\$15,000
Total		\$58,020

The total fee for Advance Design Consultants, including the original Agreement authorization of \$79,560, plus this Amendment No. 1 for a not-to-exceed fee of \$58,020, is \$137,580.

The two electrical projects have been bundled for efficiency in design, bidding, and construction, resulting in cost savings through economies of scale. However, due to ongoing inflation, rising construction labor costs, and supply chain challenges, additional funds may be required once the construction contract is awarded. The FY 2024/25 Capital Improvement Program includes a Contingency Fund to address these potential needs.

The following table provides a recap of the current budget allocations for the Sunset Center North Lot Electrical Panel Replacement Project (\$100,000) and the Vista Lobos: 3 EV Charging Stations and Building Electrical Panel (\$460,000).

No.	Project/Task	Firm	Fee
1	Sunset Center – North Parking Lot Electric Panel Upgrade	Advance Design Consultants, Inc.	\$1,824
2	Design and Construction Support Services for Electric Panel Upgrades and Electric Vehicle Charging Related Projects	Advance Design Consultants, Inc.	\$58,020
3	Budget Available for Electrical Improvements	TBD	\$500,156
Total			\$560,000

All expenditures for these projects are covered in the Capital Projects Fund, Account No. 301-311-00-43008.

PRIOR CITY COUNCIL ACTION:

In June 2022, the City Council approved Resolution 2022-048, which included 25 Capital Improvement Projects for Fiscal Year (FY) 2022/23. Among these projects was the Electrical Panel Upgrades for City Hall, Public Works, Sunset Center, and Vista Lobos Facilities, with an allocated budget of \$75,000.

In June 2023, Council adopted Resolution 2023-067, approving 16 new Capital Improvement Projects for FY 2023/24, including the Sunset Center North Lot Electrical Panel Replacement Project with a budget of \$100,000.

In July 2023, Council adopted Resolution 2023-071, authorizing the City Administrator to execute a Professional Services Agreement with Advance Design Consultants, Inc. for electrical engineering services related to electric panel upgrades and related projects, for a not-to-exceed fee of \$79,560.

In June 2024, the Council adopted Resolution 2024-047 for the FY 2024/25 Capital Improvement Plan (CIP), approving the carryover of prior fiscal year projects. This included the Sunset Center North Lot Electrical Panel Replacement Project, with a budget of \$100,000, and the Vista Lobos: 3 EV Charging Stations and Building Electrical Panel project, with a budget of \$460,000, for a total combined budget of \$560,000.

ATTACHMENTS:

- Attachment 1) Resolution 2025-024
- Attachment 2) Amendment No. 1

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

RESOLUTION NO. 2025-024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 1 TO THE
PROFESSIONAL SERVICES AGREEMENT WITH ADVANCE DESIGN CONSULTANTS, INC.
FOR PROFESSIONAL ELECTRICAL ENGINEERING AND CONSTRUCTION SUPPORT
SERVICES FOR A NOT-TO-EXCEED FEE OF \$58,020 FOR FISCAL YEAR 2024/25**

WHEREAS, in June 2022, Council adopted Resolution 2022-048 approving capital improvement projects for Fiscal Year 2022/23, including the Electric Panel Upgrades Project for four City buildings; and

WHEREAS, in December 2022, the City Administrator executed a contract with PG&E to install electrical equipment in the Vista Lobos parking lot, at no cost to the City, to allow for new electric vehicle charging stations and reduce power loads for the Vista Lobos building; and

WHEREAS, in June 2023, Council adopted Resolution 2023-067 approving capital improvement projects for Fiscal Year 2023/24, including the Sunset Center North Lot Electrical Panel Replacement Project; and

WHEREAS, based on Statements of Qualifications received from four firms, an evaluation committee selected Advance Design Consultants (ADC) as best qualified to provide electrical and mechanical engineering services for these types of projects; and

WHEREAS, a Professional Services Agreement was prepared with ADC for electrical panel evaluations, designs, and construction support services for the Vista Lobos and Sunset Center projects for a base fee of \$64,560; and

WHEREAS, a budget of \$15,000 is included to provide on-call, as-needed electrical or mechanical services for urgent safety repairs, for a combined not-to-exceed fee of \$79,560 and a term expiring on June 30, 2025; and

WHEREAS, Amendment No. 1 to the Professional Services Agreement was negotiated with Advance Design Consultants, Inc. to provide electrical service relocation design and EV charging station construction support at Vista Lobos and Sunset Center; and

WHEREAS, per Amendment No. 1, a budget of \$15,000 is included to provide on-call, as-needed electrical or mechanical services for urgent safety repairs and PG&E construction coordination, for a combined not-to-exceed fee of \$58,020 and a term expiring on June 30, 2026; and

WHEREAS, the original Professional Services Agreement in the amount of \$79,560, together with Amendment No. 1 in the amount of \$58,020, results in a total contract value of \$137,580; and

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

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

Authorize the City Administrator to execute Amendment No. 1 to the Professional Services Agreement with Advance Design Consultants, Inc. for Engineering and Construction support services for a not-to-exceed fee of \$58,020 for Fiscal Year 2024/25.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 3rd day of March, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dale Byrne, Mayor

Nova Romero, MMC, City Clerk

**AMENDMENT NO. 1 TO
AGREEMENT # PWD-AVDSN-198-23-24**

**PROFESSIONAL ELECTRICAL ENGINEERING SERVICES
FOR FISCAL YEAR 2023/24**

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea** and **Advance Design Consultants, Inc.**, parties to Agreement #PWD-AVDSN-198-23-24 (the "Agreement") executed on July 20, 2023.

2. The Agreement is amended as follows:

a. Section 1, Services, is amended to include the following engineering and constructions support services and related services during Fiscal Year 2024/25, as described in the Scope of Services in Exhibit A.1:

- Sunset Center Parking – Commercial Electric Service Relocation Design
- Vista Lobos – Construction Support Services
 - Commercial Service Relocation and Electric Vehicle Charging Station Construction.
 - Fleet Electric Vehicle Charging Station Construction.
- Sunset Center – Construction Support Services
 - Commercial Service Relocation
 - Rule 29 Electric Vehicle Charging Station Construction
- On-Call, As-Needed Services,

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

Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Fee Schedule (Exhibit "B.1"), in a total amount not-to-exceed Fifty-Eight Thousand Twenty Dollars (\$58,020.00) for services performed in Fiscal Year 2024/25. Therefore, the "Maximum Authorized Expenditure" under this Agreement, including Amendment No. 1, is One Hundred Thirty-Seven Thousand Five Hundred Eighty Dollars (\$137,580).

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

The work under this Agreement will commence by July 20, 2023 and must be completed by June 30, 2026 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement.

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

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

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

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

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

CONSULTANT:

By: _____ Date: _____

CITY:

By: _____ Date: _____
Chip Rerig, City Administrator

ATTEST:

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

Exhibit A.1 - Scope of Services for Amendment No. 1

The scope of work shall include the following;

1. Sunset Center Parking Commercial Service Relocation

- a. Provide electrical engineering for construction documents to relocate the existing commercial service relocation at Sunset Center Parking Lot. This will include a new concrete housekeeping pad and equipment seismic anchorage for relocated equipment.

2. Vista Lobos - Construction Support Services

- a. Provide response to RFI's, equipment submittal review and provide 3 construction site visits.
- b. (Fleet and Commercial) construction expected to begin March 2025

3. Sunset Center - Construction Support Services

- a. Provide response to RFI's, equipment submittal review and provide 3 construction site visits.
- b. (Both Rule 29 and Commercial) construction expected to begin July 2025.

4. On-Call Architecture-Engineering Services

- a. Provide engineering services on an on-call basis, scope, and fees to be negotiated.
- b. Refer to the 2025 hourly rate sheet attached.

5. Extend PSA contract to "June 30th 2026"

Total cost time and material cost to provide value engineering services fee is:

\$ 58,020 (Fifty-Eight thousand, Twenty dollars)

ENGINEERING SERVICES
Fee Proposal to the CITY OF CARMEL

Attachment 2

TASK DESCRIPTION	PERSONNEL								TASK TOTAL VALUE	
	PRINCIPAL	PROJECT MANAGER	ARCHITECT/ STRUCTURAL	SENIOR ENGINEER	DESIGN ENGINEER	REVIT/CADD DESIGNER	CADD DRAFTER	CLERICAL		TOTAL HOURS
Task 1: Sunset Center Parking Commercial Service Relocation									\$19,760	
Kick-Off Meeting	2	2	2	2	0	0	2	1	11	\$2,200
Mobilization / Programming / Scheduling	0	2	0	0	0	0	0	0	2	\$430
Field Work / As-Built (ASMEP)	0	0	0	0	0	0	0	0	0	\$0
General Schematic Design	0	0	0	2	4	0	2	0	8	\$1,330
Structural Schematic Design	0	1	2	0	0	0	4	0	7	\$1,205
Electrical Schematic Design	0	0	0	2	4	0	4	0	10	\$1,590
Quality Assurance/Control	1	1	1	2	4	0	4	0	13	\$2,315
30% SD Review Meeting	1	1	0	2	4	0	0	2	10	\$1,720
General Construction Design	0	0	0	2	4	0	1	0	7	\$1,200
Structural Construction Design	0	1	2	0	0	0	4	0	7	\$1,205
Electrical Construction Design	0	0	0	2	4	0	4	0	10	\$1,590
Quality Assurance/Control	1	2	1	2	4	0	4	0	14	\$2,530
90% CD Review Meeting	1	2	0	2	4	0	0	3	12	\$2,015
100% CD Review Meeting	0	2	0	0	0	0	0	0	2	\$430
Task 2: Vista Lobos Construction Support									\$11,630	
Bid-Walk Meeting Support	0	4	0	0	0	0	0	4	8	\$1,180
Submittal Review	0	2	0	8	0	0	0	8	18	\$2,710
RFI Review	0	2	0	8	0	0	0	8	18	\$2,710
Site Inspections (qty. 3)	0	12	0	0	0	0	0	0	12	\$2,580
"As-Builts" and Close-Out	0	2	0	4	0	0	8	2	16	\$2,450
Task 3: Sunset Center Construction Support									\$11,630	
Bid-Walk Meeting Support	0	4	0	0	0	0	0	4	8	\$1,180
Submittal Review	0	2	0	8	0	0	0	8	18	\$2,710
RFI Review	0	2	0	8	0	0	0	8	18	\$2,710
Site Inspections (qty. 3)	0	12	0	0	0	0	0	0	12	\$2,580
"As-Builts" and Close-Out	0	2	0	4	0	0	8	2	16	\$2,450
Task 4: On-Call Services									\$15,000	
Subtotal Hours	6	58	8	58	32	0	45	50		
RATE	\$275	\$215	\$235	\$205	\$165	\$190	\$130	\$80		
PERSONNEL COST	\$1,650	\$12,470	\$1,880	\$11,890	\$5,280	\$0	\$5,850	\$4,000		
TOTAL									\$58,020	

FORM G - HOURLY RATE SHEET

No.	Key Personnel from FORM C	Role	Fully Burdened Hourly Rates		
			7/1/2022 to 6/30/2023	7/1/2023 to 6/30/2024	7/1/2024 to 6/30/2025
1.	Lorenzo Rios, P.E.	Principal-in-Charge	\$260	\$260	\$275
2.	Lorenzo Rios Jr., P.E.	Project Manager	\$200	\$200	\$215
3.	Craig Olivier, P.E.	Project Manager/Sr. Cost Estimator	\$200	\$200	\$215
4.	Gewargis Youssefi, P.E. LEED AP	Sr. Mechanical Engineer	\$190	\$190	\$205
5.	David Hammond, P.E.	Sr. Plumbing Engineer	\$190	\$190	\$205
6.	Alex Hernandez, P.E.	Sr. Electrical Engineer	\$190	\$190	\$205
No.	Other Staff (or Classifications)	Role	Fully Burdened Hourly Rates		
			7/1/2022 to 6/30/2023	7/1/2023 to 6/30/2024	7/1/2024 to 6/30/2025
7.	Mechanical Designer		\$155	\$155	\$165
8.	Electrical Designer		\$155	\$155	\$165
9.	Drafter		\$120	\$120	\$130
10.	Spec Writer		\$120	\$120	\$125
11.	Clerical		\$80	\$80	\$85
12.	Architect		\$220	\$220	\$235
13.	Architect – Designer		\$180	\$180	\$190
14.	Cost Estimator		\$175	\$175	\$185

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

Software Yes No
 Phone/Cell Yes No
 Mileage Yes No

Vehicles Yes No
 Printing Yes No
 Postage/Courier Yes No

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

March 3, 2025
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Emily Garay, Administrative Analyst
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2025-025, Adopting Policy 2025-01 “Social Media Policy” establishing guidelines and procedures for the City’s participation in social media and authorizing the City Administrator to administer the City’s social media program (Estimated time - 20 min)

RECOMMENDATION:

Adopt Resolution 2025-025, Adopting Policy 2025-01 “Social Media Policy” establishing guidelines and procedures for the City’s participation in social media and authorizing the City Administrator to administer the City’s social media program.

BACKGROUND/SUMMARY:

More and more, people rely on online sources that resonate with their interests, and social media provides an open and transparent way for local governments to connect directly with their communities. As social media continues to grow in reach and influence, local governments are increasingly using these platforms to deliver services more efficiently, reaching diverse demographic groups and meeting operational goals faster than traditional communication methods may allow. By utilizing social media sites such as Facebook, X (formerly Twitter), and Instagram, local governments can engage in meaningful dialogue with the public, share important information, and provide access to essential services by redirecting or linking to official City resources.

Recognizing that social media is a widely used form of communication and may serve as a tool to reach a wide audience of the Carmel-by-the-Sea community, the City Council identified “Develop and Implement a Social Media Plan” as a City Council strategic priority. City Council directed staff to research social media use by municipalities and social media policies adopted by neighboring cities.

Staff’s research in developing this Social Media Policy (“Policy”) included examining neighboring Cities’ social media policies, development of social media programs, best practices, and management strategies to enable the City to develop and implement a successful social media program. In order to take advantage of these new communications tools effectively and in compliance with applicable federal, state, and local laws and regulations, including without limitation such as the free speech laws, the Brown Act (specifically, Assembly Bill 992, and the California Public Records Act, staff will develop administrative training, “Best Practices,” standards of content and consistent engagement, and a social media “handbook” for authorized

social media staff to refer to and implement into their respective department's social media presence.

The City has an overriding interest and expectation in protecting the integrity of information posted on City social media and in deciding what is "announced" or "spoken" on behalf of the City on social media sites. The City encourages the use of social media by designated staff to facilitate communication, foster transparency, community engagement, and further the goals of the City and the mission of its departments.

The Policy will establish the social media policy guidelines and procedures for the City of Carmel-by-the-Sea's participation in, administering, and City staff use of City social media sites created, operated, maintained, and managed by City staff and any authorized designated individuals conveying information to members of the public on behalf of the City.

Establishing a social media presence creates an opportunity for the City to disseminate accurate information to members of the community wherever they are; to create a reliable and concise channel for City information. The City's website (ci.camel.ca.us) will remain the City's primary means of internet communication and City social media sites will redirect or link to the City's website for more detailed information, appropriate documents, forms, etc.

The City will utilize social media to enhance traditional methods of communication to engage with the community and convey accurate information and updates, where appropriate. The adoption of this Policy enables the City to establish a social media presence and supplement current outreach and engagement to build awareness of projects, initiatives, events, and meetings, as well as to promote civic pride within the community.

Social media offers a unique opportunity for local governments to improve communication, build trust, promote their work, and engage with people who are directly impacted by decisions. This Policy sets the framework for effective and responsible social media use to strengthen the City's connection with the community.

The City Attorney has reviewed and approved the attached policy. Staff recommends that the City Council adopt the Social Media Policy to authorize the City Administrator to build and administer the City's social media program.

FISCAL IMPACT:

There will be no direct fiscal impact with the adoption of Policy A2025-01 "Social Media Policy", at this time, other than staff time to develop and implement the program.

PRIOR CITY COUNCIL ACTION:

N/A

ATTACHMENTS:

Attachment 1) Resolution 2025-025
Attachment 2) Social Media Policy

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

RESOLUTION NO. 2025-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA ADOPTING POLICY 2025-01, “SOCIAL MEDIA POLICY”, ESTABLISHING GUIDELINES AND PROCEDURES FOR THE CITY’S PARTICIPATION IN SOCIAL MEDIA AND AUTHORIZING THE CITY ADMINISTRATOR TO DEVELOP AND ADMINISTER THE CITY’S SOCIAL MEDIA PLAN

WHEREAS, as social media continues to grow in reach and influence, local governments are increasingly using these platforms to deliver services more efficiently, reaching diverse demographic groups and meeting operational goals faster than traditional communication methods may allow;

WHEREAS, by utilizing social media sites local governments can engage in meaningful dialogue, share important information, and provide access to essential services by redirecting or linking to official City resources;

WHEREAS, the City Council identified, “Develop and Implement a Social Media Plan” as a City Council strategic priority and directed staff to research municipal social media use;

WHEREAS, a social media policy will enable staff to build and implement a social media plan;

WHEREAS, the proposed policy establishes guidelines and procedures for the City’s participation in, administering, and City staff use of City social media sites created, operated, maintained, and managed by City staff and any authorized employees conveying information to members of the public on behalf of the City;

WHEREAS, the City has an overriding interest and expectation in protecting the integrity of information posted on City social media and in deciding what is “announced” or “spoken” on behalf of the City on social media sites;

WHEREAS, the establishment of City social media accounts by any department is subject to approval by the City Administrator or their designee and each department will be responsible for adhering to this policy

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

Adopt Policy 2025-01 “Social Media Policy” establishing guidelines and procedures for the City’s participation in social media and authorizing the City Administrator to develop and administer the City’s social media program.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
this 3rd day of March 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

SOCIAL MEDIA POLICY

Policy 2025-01

Office of the City Administrator

Carmel-by-the-Sea, CA 93921



City of Carmel-by-the-Sea Social Media Policy

I. Purpose

The purpose of this Social Media Policy (“Policy”) is to establish the social media policy guidelines and procedures for the City of Carmel-by-the-Sea’s participation in, administering, and City staff use of City Social Media Sites (“City social media”) created, operated, maintained, and managed by the City Administrator and any authorized designated individuals conveying information to members of the public on behalf of the City.

The City has an overriding interest and expectation in protecting the integrity of information posted on City social media and in deciding what is “announced” or “spoken” on behalf of the City on social media sites. The City encourages the use of social media by designated staff to facilitate communication, foster transparency, community engagement, and further the goals of the City and the mission of its departments.

II. Definitions

- A. “Social media sites” or “social media” refers to internet-based resources that have a participatory element by integrating user-generated content, allowing people to communicate, share information, share photos, share videos, share audio, and exchange text and other multimedia files with others through some form of online or cellular network platform. Examples include, but are not limited to, Facebook, X (formerly Twitter), Instagram, YouTube, LinkedIn, Flickr, and TikTok.
- B. “City Administrator” shall mean the City Administrator and/or their designee.
- C. “Authorized Employee” means any City employee who has been authorized by a Department Head or the City Administrator to operate and post on a City social media site.
- D. “City social media sites” or “City social media” refer to social media sites established, operated, managed, and maintained by the City.
- E. “City Staff” or “Staff” refers to all Authorized Employees, consultants, providers, and contractors acting in an official capacity when communicating with the public on behalf of the City on City social media.

III. General Policy

- A. The City’s official website (<https://ci.carmel.ca.us>) will remain the City’s primary and predominant internet presence.

- B. The City will use official City social media sites as communication tools to disseminate accurate, direct information about City business to the public and as informational channels to increase the City's ability to broadcast its messages to the widest possible audience. The City will approach the use of Social Media tools as consistently as possible.
- C. City, by its use of social media sites and by the creation and implementation of this Policy, intends to create a limited public forum. All content and responsive comments, when enabled, are limited to City business. Repetitive comments or comments in violation of this Policy shall be removed from public view and archived. Comments may or may not be enabled, at City's discretion.
- D. City social media sites may contain content, including but not limited to, advertisements or hyperlinks, over which the City has no control. The City does not endorse any hyperlink or advertisement placed on City social media sites by the social media site's owners, vendors, or partners.
- E. City social media sites shall bear the name and/or an official seal or logo of the City or the appropriate department.
- F. Whenever possible, City social media sites should clearly state that such accounts are maintained by the City and comply with the City's Social Media Policy.
- G. Wherever possible, content posted to the City's social media will also be made available on the City's website.
- H. Wherever possible, content posted to the City's social media shall contain hyperlinks directing users back to the City's official website for in-depth information, forms, documents or online services necessary to conduct business with the City.
- I. Wherever possible, the City's Social Media Policy should be displayed to users or made available by hyperlink.
- J. Operating any City social media site shall comply with all applicable City policies pertaining to communications and the use of the internet by City Staff.
- K. Authorized Employees on City social media sites shall conduct themselves at all times as a professional representative of the City and in accordance with all City policies. Failure to do so may result in disciplinary action.
- L. Authorized Employees shall:
 - a. Be transparent and truthful when posting. Always be careful and considerate.

- b. Be timely – Authorized Employees should regularly review the City’s social media sites they are assigned to ensure content is current, accurate, and appropriate.
 - c. Be cautious – ensure efforts are transparent, do not violate the City’s privacy, confidentiality, and legal guidelines and requirements. Do not publish any material that is confidential or internal to the City.
 - d. Be upfront and quick with a correction, and promptly notify the relevant Department Head.
- M. The City Administrator may, in their sole discretion, revoke the Authorized Employee status of any member of the City’s Staff at any time. Similarly, in relation to a Department Head’s own department, a Department Head may, in their sole discretion, revoke the Authorized Employee status of any member of that department at any time
- N. City social media accounts shall adhere to applicable federal, state, and local laws, regulations, and policies.
- O. City social media sites shall comply with usage rules and regulations required by the site provider, including privacy policies.
- P. City social media sites shall be managed consistent with the Brown Act. Members of the City Council, Commissions and/or Boards shall not respond to, react (e.g., “like,” “love”, “thumbs up,” or any other emoji/reaction), “share,” “repost” or otherwise participate in any published postings, or use the site or any form of electronic communication to respond to, blog, or engage in serial meetings, or otherwise discuss, deliberate, or express opinions on any issue within the subject matter jurisdiction of the body. This applies to posts by the City and posts by Councilmembers, Commissioners, and/or Board members on their official social media pages, or posts on personal social media pages that address City business. City social media sites are subject to the California Public Records Act, the Freedom of Information Act, subpoenas, and court orders. Any content maintained on a City social media site that is related to City business, including a list of subscribers, posted communication, and communication submitted for posting, is a public record and may be subject to disclosure in accordance with applicable law.
- Q. California state law and relevant City records retention schedules apply to social media tools and content. Each department will be responsible for maintaining the records for its social media sites. All social media records shall be preserved for the

required retention period in the City's archiving system in a format that preserves the integrity of the original record and is easily accessible.

- R. The City Administrator shall monitor content on City social media to ensure adherence to both the Policy and the interest and goals of the City.
- S. The City reserves the right to restrict or remove any content that is deemed in violation of this Policy, any other City policy, or any applicable law.
- T. The City reserves the right to terminate any City social media site at any time without notice.
- U. The City reserves the right to deny access to the social media site for any individual who violates this Policy at any time and without prior notice
- V. The City reserves the right to change, modify, or amend all or part of this Policy at any time.

IV. City Social Media Authorization and Establishment

- A. The establishment of City social media accounts by any department is subject to approval by the City Administrator. The City Administrator is responsible for authorizing City Staff to use social media on behalf of the City.
- B. Department Heads will inform the City Administrator in writing of their department's proposal to create a new social media site. The site may not be activated until written approval by the City Administrator is received. Department Heads will create and maintain complex passwords, and will update those passwords periodically.
- C. Authorized users shall be provided a copy of this Policy and are required to acknowledge their understanding and acceptance by signing and returning a copy to the City Administrator and retaining a copy for their record.
- D. Additionally, Staff is authorized to create, manage, and maintain a City social media site will contact, in writing, the City's IT Manager providing the written authorization to establish a City social media site and shall include the account name and address, login information, intended use of the account, and the names and contact information of employees responsible for maintaining the account.
- E. The IT Manager shall maintain a list of all City social media site addresses, handles, and official account names, maintain names of all Authorized Employees of these accounts, and maintain a list of associated user identifications. The Department Heads shall provide all this information to the IT Manager at the time the

department creates any social media site, and immediately whenever any such information is changed.

- F. All City social media sites shall utilize authorized City contact information for account set-up, monitoring, and access. The use of personal email accounts or phone numbers by any City employee is not allowed for the purpose of setting-up, monitoring, or accessing a City social media account.
 - a. Access to City social media sites should be during work hours, on City-owned equipment, and should be restricted to official business only. However, there may be circumstances under which authorized employees may be required to post, check, view, or respond to notifications or communications related to a City's social media sites while off duty, such as during emergencies or City events.
- G. Devices, such as, but not limited to, computers, laptops, tablets, and mobile devices used to administer City social media sites shall have up-to-date software to protect against destructive technical incidents, including but not limited to, cyber, virus, and spyware/adware attacks.
- H. Department Heads or their designee will inform the City Administrator and IT Manager in writing of administrative changes to existing sites or approval of any new social media sites.
- I. Daily maintenance and monitoring of social media sites is the responsibility of the applicable City Department Head or their designee.

V. Content Guidelines

1. The content of City social media sites shall only pertain to City, City-sponsored, or City-endorsed programs, services, and events. Content includes, but is not limited to: information, photographs, videos, and hyperlinks.
2. The City shall have full permission or rights to any content posted by the City, including photographs and videos.
3. Any employee authorized to post items on any of the City's social media shall review, be familiar with, and comply with the social media site's use policies and terms and conditions.
4. The City assumes no liability for any inaccuracies these social media sites might contain and does not guarantee that the social media will be uninterrupted, permanent, or error-free.

5. The department responsible for the implementation of the social media site shall monitor its respective site for comments requesting responses from the City and for comments in violation of this Policy.
6. Designated departmental staff will be responsible for the content and upkeep of any social media sites their department creates. Only authorized staff may use social media on behalf of the City and/or a City department.
7. Although posts and comments are encouraged on the City's social media sites that allow posts/comments, all posted content must relate to discussion of City programs, services, projects, issues, events, and activities.
8. Any authorized Staff to post items on any of the City's social media sites shall not express their own personal views or concerns through such postings. Instead, postings on any of the City's social media sites by an authorized City employee shall only reflect the views of the City.
9. Postings or comments to City social media sites shall NOT contain any of the following. The following listed inappropriate forms or content shall not be permitted and are subject to removal and/or restriction on public comment forums:
 - a. Any personal information, including photos and memes, except for the names of employees whose job duties include being available for contact by the public;
 - b. Information that may compromise the safety or security of the public, public systems, or employees;
 - c. Comments or content that are off-subject or out of context;
 - d. Comments or content not related to the business of the City, including random or unintelligible comments;
 - e. Comments or content in support of, or opposition to, political campaigns, candidates, or ballot measures;
 - f. Profane language, sexual content, pornography, obscenity, or links to any such content;
 - g. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, disability, sexual orientation/identity, political affiliations, citizenship, marital status, military/veteran status, national origin, physical or mental disability, as well offensive terms or content that targets protected classes by federal, state, or local laws;
 - h. Solicitations of commerce, including but not limited to, advertising of any business or product for sale;

- i. Content that incites, promotes, or encourages illegal activity; content in violation of any federal, state, or local law;
 - j. Content that violates a legal ownership interest, such as copyright, of any other party.
10. These guidelines shall be displayed to users or made available by hyperlink on all City social media sites. Any content removed based on these guidelines must be retained by the responsible department designee.
11. Generally, no photos of identifiable individuals should be posted on the City's social media sites without a signed photo release or consent from that individual, unless the photo was taken at a public event, the individual had no reasonable expectation of privacy, or the photo is otherwise a public record under State or Federal law. If the City intends to use photos from community events on a City social media site, the best practice is to ensure a posted notice regarding this planned use at that City event.
12. Communications made through the City's social media in no way constitute a legal notice or an official notice or comment to the City of Carmel-by-the-Sea. To provide an official notice or comment about a specific City project or program, please contact the appropriate department.
13. Any social media used by the City must provide a mechanism for Staff to remove posts that violate City policy. Any social media that does not provide such a mechanism cannot be used.
14. The City reserves the right to implement or remove any functionality of its social media site, when deemed appropriate by the City Administrator. This includes, but is not limited to, information, articles, pictures, videos, or any other form of communication that is posted on a City social media site.
15. The City will approach the use of social media tools as consistently as possible, in accordance to an approved style guide and procedure.
16. The use of a "like" (or similar) feature between the City and a private person or entity does not indicate the City's endorsement of that person or entity's actions or comments. The City's interactions with members of the public on social media do not constitute an official endorsement of those comments or policies.
17. City social media sites are not to be used as campaign tools. However, they may provide objective information about election procedures, ballot instructions, polling locations, candidate forums, and debates as a means of conveying information to members of the public regarding upcoming elections. State and federal campaign

laws and City policies and ordinances governing elected officials' activities shall be followed.

18. The sharing of posts or information from other public entities shall be allowed if such sharing helps the City meet its goals or objectives, or if it has been determined by the Department Head or their designee to be beneficial to the community.
19. The following documentation will be developed and adopted by the City Administrator for City Social Media Sites:
 - a. Operational and use guidelines;
 - b. Standards and processes for managing accounts on social media sites; and
 - c. Enterprise-wide design standards.



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

March 3, 2025
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brian Pierik, City Attorney
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Discuss City Policy C89-02: City Council Meetings/Orders of Council/Agenda Packets/Minutes of Meeting and Agenda Distribution and provide direction to City Administrator (Estimated time - 15 min)

RECOMMENDATION:

Discuss City Policy C89-02: City Council Meetings/Orders of Council/Agenda Packets/Minutes of Meeting and Agenda Distribution and provide direction to City Administrator.

BACKGROUND/SUMMARY:

Mayor Byrne has requested that this item be presented to the City Council for discussion.

Attached is City Policy C89-02: City Council Meetings/Orders of Council/Agenda Packets/Minutes of Meeting and Agenda Distribution.

Section III of the Policy is entitled "Conduct of City Council Meetings". Sub-section C is on Meeting Procedures for review of each item on the Agenda (with the exception of Public Hearings). Sub-section C currently reads:

C. Meeting Procedures for review of Each Item on the Agenda (with the exception of Public Hearings):

- The Mayor will read the agenda item under discussion.
- Staff will present a brief report.
- City Council questions of staff

Possible changes to Section III C on the process for considering agenda items could include the following:

- (1) Mayor will read the agenda item under discussion.
- (2) Mayor will ask if any Councilmember wishes for a staff presentation

- (3) Mayor will ask staff to present a brief presentation if requested.
- (4) Mayor will ask City Council if there are any questions for staff
- (5) Mayor will ask for Public Comment in chambers and then remote
- (6) Mayor will ask Council for discussion.
- (7) Mayor will ask Council to take action for an action items including motions, resolutions, ordinances and requests for direction to staff.

Regarding Step (2) on requesting a staff presentation, the thought is that the Agenda packet for the Council meeting was posted with all Staff Reports at least 72 hours prior to the Council meeting so the Council and public have had an opportunity to review the Staff Reports and there may not need to be a staff presentation on the item unless a Councilmember requests a presentation. The request could be for a full presentation by staff or only a presentation on certain points within the Staff Report.

Section II B of the Policy is entitled “Orders of City Council Business”, which includes a subheading on “Public Appearances”.

Possible changes to Section II B “Public Appearances” could be adding a 3rd paragraph to include the following:

Under the Brown Act, public comments for matters on the agenda must relate to that agenda item and public comments for matters not on the agenda must relate to the subject matter jurisdiction of this legislative body. If a member of the public attending the meeting remotely violates the Brown Act by failing to comply with these requirements of the Brown Act, then that speaker will be muted.

This language could be added to confirm the scope of public comment permissible under the Brown Act.

Next Steps

If the Council finds that one or more of the changes described to Policy C89-02 are appropriate, then staff can return to the Council at the March meeting with a revised Policy C89-02 incorporating those changes.

FISCAL IMPACT:

No direct fiscal impact for this action.

PRIOR CITY COUNCIL ACTION:

Adoption of Policy/Procedure No. C89-02 and revisions on March 2, 2009; June 2012 (Resolution No. 2012-33) and October 6, 2020 (Resolution No. 2020-063).

ATTACHMENTS:

Attachment 1) City Policy C89-02: City Council Meetings/Orders of Council/Agenda Packets/Minutes of Meeting and Agenda Distribution

**CITY OF CARMEL-BY-THE-SEA
POLICY AND PROCEDURE**

Subject: City Council Meetings/Orders of Council/Agenda Packets/Minutes of Meeting and Agenda Distribution	Policy/Procedure No: C89-02
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Effective Date: 2 August 1988	Authority: Resolution No. 88-89
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Purpose:

To provide a guide for the City Council and staff for the conduct of public meetings, agenda and minute preparation and distribution of agenda packets.

Policy/Procedure:

1. Adoption of action minutes as outlined in the attached memorandum from the League of California Cities.
2. Adoption of City Clerk's policy regarding agenda packets (No packets shall be disseminated until the packets are made available to the City Council).
3. Adoption of the sequence of the Orders of Council as set forth in the policy attached.

Responsible Party:

City Administrator/City Clerk

Department of Origin:

Administration/City Council

Revision Dates:

2 March 2009 (28 October 2008 Council Retreat)
5 June 2012 (Resolution No. 2012-33)
6 October 2020 (Resolution No. 2020-063)

Rescinded Date :

C89-02

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL
RULES AND PROCEDURES

The City Council is composed of five members: Mayor and four Council Members. The Mayor serves a two-year term and members of the City Council serve four year terms.

I. ELECTED OFFICIALS

A. Mayor (directly elected since 1978)

The Mayor is the chair of the meeting and, as such, presides at all Council meetings. As the titular head of the City Council, the Mayor represents the City at quasi-governmental and social functions and may represent the City Council before other governmental bodies on specific matters as may be authorized by the City Council.

B. Mayor Pro Tempore

The Mayor Pro Tempore is appointed by the Mayor in December or at the first meeting after the City Council is seated following an election. This appointment is announced by the Mayor, but does not need to be ratified by the City Council. In the absence of the Mayor, the Mayor Pro Tempore shall chair the City Council meetings and may attend social/quasi-governmental functions on behalf of the City.

C. Absence of both the Mayor and Mayor Pro Tempore

In the absence of both the Mayor and Mayor Pro Tempore, members of the City Council shall appoint an acting Mayor Pro Tempore, who shall have the powers and duties of the Mayor Pro Tempore as described above.

II. CITY COUNCIL MEETINGS

City Council meeting dates and types (e.g. Regular, Special, Closed Session, Tour of Inspection) are regulated by Chapter 2 of the Municipal Code.

A. Agenda

Only items that are agendized may be acted on at any Council meeting.

- Agenda Preparation

The draft agenda is prepared by the City Administrator and City Clerk with the input of all department directors and is reviewed at weekly staff Management meetings.

- Agenda Finalization

The Mayor and Mayor Pro Tempore meet with the City Administrator and City Clerk prior to the meeting to finalize the draft agenda.

C89-02

- Continuance of Agenda Item

Any City Council member who is ill or will be away from the City may request, in writing, that an item of "personal interest" or a "major issue" be continued to the next meeting. The City Council shall vote on the issue of continuance.

- Agenda Posting

The Agenda is posted (City Hall, Main Library and Post Office bulletin boards and on the City Website) 6 days prior to a regular meeting and a minimum of 24 hours prior to a Special Meeting.

B. Orders of City Council Business

The Orders of City Council business are adopted by Resolution of the City Council. The Orders of City Council Business are:

- Extraordinary Business

This category allows the City Council to recognize volunteers, employees, present certificates of appreciation and awards.

- Announcements from City Council Members & City Administrator

This category allows an opportunity for City Council Members to comment on meetings attended of outside agencies and the City Administrator to give a brief report to the City Council and receive presentations that require little or no action.

- Public Appearances

The public has opportunities to speak to the City Council. The Public Appearances section allows persons to speak a maximum of three minutes, or as otherwise established by the City Council, on items of City business, other than those scheduled agenda items. Matters not appearing on the City Council's agenda will not receive action at that meeting but may be referred to staff for a future meeting or resolution outside of a City Council meeting. The City Council reserves the right to limit the duration of the Public Appearances section of the agenda to thirty minutes total.

Members of the public are entitled to directly address the City Council concerning any item that is described in the notice of the City Council meeting during consideration of that item. Public comments or testimony on agenda items other than Public Appearances shall be limited to a maximum of three minutes per speaker.

- Consent Agenda

Consent Agenda items will be voted on in one motion unless removed. The Consent Agenda consists of routine and non-controversial City matters that can be as a whole approved by a single majority vote. Any City Council Member or member of the public may ask to have an item pulled from the Consent Agenda for discussion. Such items are normally moved to the end of the meeting.

If a City Council Member has a question for information only about a Consent Agenda item, the Member should ask prior to the meeting, rather than pulling the item for discussion during the meeting.

Corrections to the Minutes are given to the City Clerk prior to the meeting so that corrections can be made prior to their adoption.

- Orders of Council

Orders of Council include reports of committee/commissions, ordinances and resolutions, public hearings, reports of officials, unfinished business, and council matters.

Public Hearings consist of zoning amendments, General Plan amendments, appeals of Commission decisions and other items mandated by the State. If the Public Hearing is an appeal, appellants are allowed a total of 10 minutes to speak on their own behalf after the staff report and at the close of public comment in order to have the opportunity to rebut public comments. Other speakers will be allowed three minutes. Formal Public Hearings must be advertised pursuant to State and Government Codes.

Ordinances are the most binding form of action the City Council can take. They are codified as the Municipal Code of the City of Carmel-by-the-Sea which is the municipal law of the City. The City Council has authority to pass ordinances through Government Code Section 37100, as long as these ordinances do not conflict with the laws and Constitution of the State of California or of the United States. Ordinances require two readings and do not become effective until 30 days after the second reading, unless it is an Urgency Ordinance

A resolution is a formal form of a motion normally utilized to set forth policy of the City. Each resolution, in addition to being referenced by number and brief title in the minutes, will be recorded as provided by law and maintained in numerical sequence as a permanent record of the City in a separate set of books. Resolutions are used for various reasons, such as when specifically required by law, when needed as a separate evidentiary document to be transmitted to another governmental agency, or where the frequency of future references back to its contents warrants a separate document to facilitate such future reference and research.

III. CONDUCT OF CITY COUNCIL MEETINGS

A. General Procedure

It is the policy of the Council not to become involved in entanglements over parliamentary procedure. Pursuant to the Municipal Code, the Chair shall have authority to prevent the misuse of motions, or the abuse of any privilege, or obstruction of the business of the Council by ruling any such matter out of order. The Mayor will assist the Council to focus on the agenda, discussions and deliberations. He/she has been delegated the responsibility to control the debate and order of the speakers.

B. Questions Addressed to a Council Member

With the concurrence of the Mayor, a Council Member holding the floor may address a question to another Council Member. That Council Member may respond while the floor is still held by the Council Member asking the question.

Council Members will limit their comments to the subject matter, item or motion being currently considered by the Council. They will govern themselves as to the length of their comments or presentation.

C. Meeting Procedures for review of Each Item on the Agenda (with the exception of Public Hearings):

- The Mayor will read the agenda item under discussion.
- Staff will present a brief report.
- City Council questions of staff.

Upon recognition by the Mayor, Members of City Council may ask questions of the staff prior to opening of the discussion to members of the audience.

D. Public input/oral presentations

Any member of the public wishing to address the Council orally on a specific agenda item may do so when the item is taken up by Council, or as otherwise specified by the Council or its presiding officer. Oral presentations are limited to three minutes, unless otherwise provided.

Persons who anticipate oral presentations exceeding three minutes are encouraged to submit comments in writing to the City Clerk, by the Tuesday prior to the meeting so they may be included in the agenda packet. In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address Council on the same subject matter, the presiding officer may request that a spokesperson be chosen by the group. A specified time limit also may be set for the total presentation for any group.

- Close of Public Comment

Once public comment is closed, it cannot be reopened unless Council agrees by consensus.

- Staff response to questions from the public.

Based on staff responses to the public, members of the City Council may wish to address further questions to staff.

- The Mayor/City Administrator/Attorney shall remind the City Council of the action before Council.
- City Council discussion
- City Council action/motions

Before a motion can be considered or debated, it must be seconded. Once the motion has been properly made and seconded, the Chair shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any City Council Member properly recognized by the Chair. Once the matter has been fully discussed and the Chair calls for a vote, no further discussion will be allowed.

Council Members may be allowed to explain their vote briefly for the record. Once a vote is taken, all Council Members shall support the action taken.

- Substitute motions

When a motion is on the floor, any member of City Council may make a substitute motion. If the substitute motion is seconded, it shall be acted upon prior to acting on the main motion.

- Tie votes

A tie vote results in a failed motion. In such an instance, any member of the Council may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making persons or body from which the appeal was taken.

- Motions to reconsider

Motions to reconsider a matter may be made at the same meeting or at the next succeeding meeting following a Council action for reconsideration. Such motions must be made by a Council Member voting in favor of the original motion.

- Staff announcement of decision

The Mayor, City Administrator, City Attorney, or City Clerk shall announce the vote and passage or failure of an item.

E. Meeting Procedure for formal Appeals/Public Hearings

When a matter for public hearing comes before the City Council, the Mayor shall inquire if there are any persons present who desire to speak on the matter which is to be heard or to present any evidence regarding the matter.

The procedure for holding City Council appeals differs from other items where the public is allowed to speak in that appellants are allowed to have 10 minutes to make a presentation, including closing comments. The public testimony follows, after which the appellants are given an opportunity for rebuttal or closing arguments.

- Public comments/discussion

No person will be permitted during the hearing to speak about matters or present any evidence that is not germane to the matter being considered. A determination of relevance shall be made by the Mayor or City Attorney, but may be appealed by any Member of the City Council.

F. Minutes of Meeting Policy (C 89-02)

The Minutes of the City Council meeting are action minutes and do not reflect City Council commentary and discussion. However, if a Council Member wishes to include comments in the record, they will be included if so requested at the meeting (e.g. "for the record, I wish to state..."). All motions made, even those made without a second are to be included in the minutes.

- Items entered into the record

All agenda items/documentation/correspondence received at a Council meeting shall be retained in the City's records.

- Distribution

The minutes shall be distributed to members of the City Council for comment and/or correction in the Council packet. The City Clerk will correct the minutes prior to the meeting, and if the correction is substantive, copies of the corrected minutes shall be distributed to all members of the Council.

G. Official Recordings of the Meeting

All City Council meetings are recorded. This ensures accuracy of the minutes and provides a temporary record of the City Council proceedings. Once the minutes are approved, legally, the recordings do not have to be retained. However, recordings of the Council meetings; Planning Commission meetings, and recordings of other commissions/boards shall be retained pursuant to the City's adopted Retention Schedule.

Amended: October 6, 2020

COUNCIL MINUTES

A. PREFACE

City Clerks in general law cities are specifically required to keep a record, journal or minutes of the council meetings (Gov. C. 36814, 40801). Cities governed by freeholder's charters are usually subject to the same requirements. Although there is no legal necessity to do so, it is appropriate to mention, introductorily, in the minutes that the meeting was convened and held as noticed.

B. PURPOSE OF COUNCIL MINUTES

A most important principle of corporation law, applicable to private, public, and municipal corporations, is that such organizations can only act through their officers and employees. These corporations are governed by fixed rules found in the basic law of the organization; in charter and state statutes in the case of municipal corporations.

When these factors are considered, the keeping of a good record of council proceedings becomes obvious. A sufficient record must be kept to furnish evidence that the City Council has complied with the law or rules by which it is governed, thus pointing to the need for accurate and clear records of council proceedings. Finally, if accurate, complete, and unambiguous minutes of City Council meetings are recorded, these facts themselves will be treated as conclusive evidence of the facts therein stated.

C. FORM AND CONTENTS OF COUNCIL MEETING MINUTES

1. Standard Forms:

Use of standardized format is recommended to develop uniformity on minute entries and to save time in composing the record.

2. Jurisdictional Matters

To establish proof that jurisdictional requirements for holding a meeting have been complied with, it is important that minutes contain the following:

- a.** Date, hour, and place of meeting.
- b.** Whether it is a regular, adjourned, or special meeting.
- c.** A proper notice has been given if it is a special meeting.
- d.** The names of council members in attendance (in case a council member arrives late, or departs before adjournment, the minutes should show the time of arrival and/or departure at that point in the proceedings).

3. Approval of Minutes of Previous Meetings

Although there is no legal requirement that minutes be approved by the City Council, this traditional procedure is advisable as it lends further weight to the accuracy and completeness of the record. It is recommended that the City Council be furnished copies of minutes in sufficient time prior to a City Council meeting to avoid any necessity of reading of the minutes by the clerk. When approved as written, or as changed by the City Council, the minutes are considered to be official.

4. Record of Action Taken

The minutes need only record:

a. Petitions and communications

1. Date of the document
2. Subject
3. Authors, if only a few
4. Number of signers, if numerous
5. Action taken

The minutes need not record the comments made by members of the City Council concerning the merit or lack of merit of the petition or requests contained in the document, unless expressly requested by the officer making such comment. The reason for the latter observation is that the document speaks for itself, and it has no legal significance until the City Council acts or refuses to act with respect thereto.

b. Consideration of bids

1. Record of bids filed and opened
 - a. The subject matter of the bids
 - b. The compliance with all requirements for the advertising for such bids.
 - c. The names of all bidders, and the total amounts of their respective bids.
2. Action taken with respect to bids.
 - a. It is preferable that a resolution, prepared or approved by the City Attorney, be used in awarding contracts to the successful bidder. When this is done, the minutes need only refer to the resolution in recording the action taken.
 - b. If the City Council determines to accept a bid which is not the lowest in amount, it is advisable that the minutes show that such bid was "the lowest reasonable bid". Whether the minutes should include a record of the matters leading to the determination of "responsibility" is a decision clerks might well review with their City Attorneys.
 - c. Ordinances and resolutions

1. Introduction

The information which should be recorded in City Council minutes, with respect to the introduction of an ordinance, depends upon the particular rules or practices of each city on the subject. Thus, if the practice requires that before an ordinance or resolution can be acted upon, it shall be introduced by one City Council Member, and seconded by another, this information should be recorded in the minutes. Generally speaking, minutes should record the following data concerning the introduction of an ordinance or resolution:

- aa. The title or subject matter
- bb. The names of the City Council Members introducing and seconding

2. Compliance with jurisdictional requirements prior to action taken on ordinances or resolutions

Whenever the basic law or rules of a city require that a certain procedure must be followed prior to any action taken in adopting an ordinance or resolution, the minutes should show such compliance. This would include a statement referring to the previous introduction of the ordinance and would include a reference on an urgency ordinance that it is an urgency ordinance.

3. Votes cast for or against adoption of ordinances and resolutions

aa. Presumption of validity of ordinances and resolutions. There is a presumption in favor of the due and regular adoption or rejection of a city ordinance or resolution, if there are any official records to support that presumption, and that the votes were cast in substantial accordance with the requirements of the law or regulations pertaining to such matters.

This is particularly true where the ordinance or resolution contains a certificate signed by the mayor and/or clerk.

bb. Voting procedure governing adoption of ordinances and regulations (See Chapter VI on legislative Procedures)

d. Reports of officers

1. . Written reports

Since any written record is the best evidence of its contents, a written report presented at a City Council meeting need only be mentioned in the minutes by reference to:

- aa. Name or title of the officer
- bb. Date of the report
- cc. Subject or title of report
- dd. Disposition made of report, if any



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

**March 3, 2025
ADJOURNMENT**

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Correspondence Received After Agenda Posting

RECOMMENDATION:

BACKGROUND/SUMMARY:

FISCAL IMPACT:

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

- 3-3-2025 - letter from Forest Hill Park Neighbors
- 3-3-2025 - Letter from Western States News Service

MAR 03 2025

Office of the City Clerk

E-MAIL ADDRESS:

PANOS@PANOSLAGOSLAW.COM

The Law Offices of
Panos Lagos

6569 GLEN OAKS WAY
OAKLAND, CA 94611

TEL. (510) 530-4078
FAX (510) 530-4725

March 3, 2025

VIA HAND DELIVERY

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

Re: Proposed Construction on Mission Street 2, 3, and 4 NE of First Avenue
[DS 24207, DS2408, and DS2409 (Hermle-Collins)]

My Clients: Residents in the Forest Hill Park neighborhood of Carmel

Dear Mayor Byrne, City Council Members, and Planning Commissioners,

I represent residents in the Forest Hill Park neighborhood of Carmel. My clients are very concerned about the three adjacent modern designed houses proposed for construction on Mission Street 2, 3, and 4 NE of First Avenue [DS 24207, DS2408, and DS2409 (Hermle-Collins)], which includes the demolition of three existing old single-story homes. The detailed points that my clients articulated in formal public comments they submitted on these three proposed homes still stand.

The City of Carmel has established an illegal pattern of not implementing the California Environmental Quality Act (CEQA) for project permit applications that clearly should have triggered it. If you fail to implement CEQA again in this case I will file a lawsuit on behalf of my clients to force you to do so and to seek damages.

My clients concerns came to a head at the November 13, 2024 Planning Commission hearing regarding conceptual design consideration for the third house. The Commission acknowledged that they did not receive my client's written public comments that were submitted, and receipt verified, before the hearing. They acknowledged that they "had no chance to read it." This put my client's at a decided disadvantage, particularly with regard to specific CEQA requirements. After hearing my client's oral public comment, the Commission approved the motion to "continue to a date uncertain." Key Commissioner expectations were stated, as follows:

- "I think you have to start over here."
- "There are 12 objections you can't overcome."
- "Should be consistent with the neighborhood."
- "I think you have to do a do-over and include the community."
- "Think seriously about single-story."
- "Reflect character of the neighborhood."
- "Some work needs to be done here between the neighborhood and the applicant."
- "Give the applicant time to work something out that everyone can live with, that will be an asset to the neighborhood, and continue quality of life."

City of Carmel-by-the-Sea

Re: Proposed Construction on Mission Street 2, 3, and 4 NE of First Avenue
[DS 24207, DS2408, and DS2409 (Hermle-Collins)]

My Clients: Residents in the Forest Hill Park neighborhood of Carmel

March 3, 2025

Page 2

To date, the applicant has not adequately responded to the expectations and direction of the Commission. The applicant has not implemented any semblance of a project “do-over” and has ignored the other two proposed homes.

The three proposed homes constitute a single development and must not be segmented. Each home was submitted simultaneously under a separate land use permit application, but they are:

- Proposed by the **same owner**,
- Designed by the **same architect**,
- Constructed by the **same builder**,
- Coordinated in terms of **design, landscaping, and construction schedule**,
- and **adjacent to each other, side by side**.

Under CEQA Guidelines § 15378(a), “the whole of the action must be considered which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment” including “activity involving the issuance of a permit.” Agencies cannot improperly segment a single project into smaller parts to avoid environmental review. The City’s approach to processing the homes as three separate individual projects is an illegitimate attempt to evade CEQA.

Unfortunately, “conceptual approval” of two of the three houses was granted by the Planning Commission on October 9, 2024. As addressed above, Planning Commission approval of the third home has been delayed due to extensive feedback from my clients. Consistent with CEQA and Planning Commission direction, conceptual approval of the first two homes must be reassessed along with the third home. The final decision to approve or reject the three homes must not take place until after legitimate CEQA documentation is completed.

CEQA documentation must encompass the whole project, meaning all three homes must be considered a single project, and must identify, assess, and mitigate potential environmental and public health and safety impacts resulting from the construction phase of the project, and potential impacts to the resident’s view sheds and privacy, the elementary school a tenth of a mile away, and the traditional character of the neighborhood having 9 historically significant homes. CEQA documentation must also address cumulative impacts, particularly the project’s contribution to potential adverse effects associated with numerous foreseeable construction activities in Carmel.

Regrettably, there has been no CEQA consideration, analysis, or activity to date. I strongly encourage you to reverse this and avoid potentially protracted legal actions that will put the City at risk of liability.

City of Carmel-by-the-Sea

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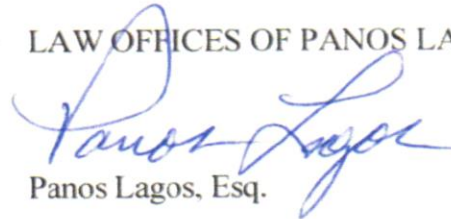
March 3, 2025

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Your cooperation is appreciated.

Very truly yours,

LAW OFFICES OF PANOS LAGOS



Panos Lagos, Esq.

PL/ah



**Carmel-
by-the-Sea**

Nova Romero <nromero@ci.carmel.ca.us>

Documents for the record

Western States News Service <westernstatesnewsservice@gmail.com>
To: cityclerk@ci.carmel.ca.us

Mon, Mar 3, 2025 at 1:19 PM

This is for the special meeting today. Please distribute to all council members, City Manager, and City Attorney.
Thank you,
G.R.A.
Senior Editor

4 attachments



Western States News Service Issue XLI City Managers.pdf
1095K



Your City Government City Managers Anne Garni Brochure Redone 2024.pdf
115K



Sustainable Development Forum Scrutinized Register Pajaronian 1998.pdf
149K



Governor Carr Colorado Regionalization 2 pages.pdf
1242K



WESTERN STATES NEWS SERVICE

Issue XLI

City Manager is Usurping Power of Elected Officials

Reprint of an article originally printed in the mid 1980's

By Andrew Russo

A fast-disappearing phenomenon in American municipal politics is the existence of the council-mayor form of government with a mayor rooted - in the local community and directly answerable to the people. Instead, since World War II, there has been a dramatic and dangerous shift toward the one-man municipal dictatorship embodied in the council-manager form of government.

Today, roughly 50 million Americans live in communities governed by this system. The International City Management Association (ICMA) boasts that the council-manager plan "has become the most popular form of local government in the United States in communities of more than 10,000 citizens."

In 1983, I was a candidate or the City Council of Salinas, California, home town of author John Steinbeck and "lettuce bowl" of the nation. My campaign was based on opposition to the fraudulent form of representative government - known as the council-manager plan.

To my dismay, I found the public almost totally unaware of the fact that their popularly elected mayor exercised no real executive authority in the community. Hardly a handful knew that the city

was not run by the council in conjunction with the mayor, but by an overpaid, imported, unelected "planner" known as the city manager.

During the course of the campaign, it became ridiculous to see the two contenders for mayor spending vast sums of money to win an office that, for all practical purposes, is merely a ceremonial affair concerned with cutting ribbons and judging bakeoffs.

The council-manager form of local government is the brainchild of the National Municipal League (NML), & satellite of the Rockefeller-financed Public Administration Service. The NML has been promoting this revolutionary form of government since 1915. It has also busied itself with writing "model" city charters that effectively remove power from the hands of the people and transfer it to unelected "experts" and "planners." Many communities have been shocked to discover that their charters were not composed by the members of the community, but "provided" to the community by the NML.

Under the council-manager system, the voters of the municipality elect a council and mayor (unless the mayor is elected by the council members) to "govern" city affairs. These officials, in reality, do not govern the city. That

power is invested in an unelected city manager, who is appointed by the council.

The manager need not be, and usually is not, a citizen of the locality he serves. Most managers are transferred from city to city. They are professionals, 85 per cent of whom come to their jobs from previous government positions. They are planners.

REVEALING MANUAL:

A manual published by ICMA tells us: "Under traditional council-manager theory, the city manager has responsibility for the recommendation of policy, . . . Under this arrangement, the manager is supposed to have virtually free rein in the selection of such key personnel as department heads. The manager is usually the chief budget officer of the city and, consequently, is required to prepare and submit a budget to the council. In sum, the manager 'runs' the city."

It couldn't be put more clearly.

Anne Garni, a former city council woman from the central California town of Santa Cruz, writes: "When elected to the City Council, I had a rude awakening. I learned that our City Charter restricted the elected members of the Council from interfering with the city manager. In reading a little booklet that explained how the council-manager plan worked, it said: "The mayor, as presiding officer of the council, is the ceremonial head of the city. He is the official greeter, ribbon cutter etc. In no case should he be considered the executive or administrative head of the city or so conduct himself to give others that impression".

Indeed, the city manager is jealous of his prerogatives. The City Management Code of Ethics urges managers to "resist any encroachment on professional

responsibilities...Be free to carry out official policies without interference."

In some cities, council members can be jailed or fined for "interfering" with the city manager.

In most communities governed under the council-manager scheme, the council members and mayor are part-time officials. They are either not paid or receive just a nominal salary, they all have other employment. Such a situation is just what the city manager wants. Anne Garni writes: "Because the members of the council do not get paid, they cannot afford to take time from their regular employment to investigate the various issues, but have to rely on the recommendations of the city manager.

"He tells them only what he wishes them to know. He is supported by the 'city' attorney and the department heads, who, for the most part, rationalize his proposals, for they are his employees. The power of hiring and firing department heads rests with the city manager alone. These employees have no recourse or appeal to the city council, thus making the role of the city manager a virtual dictatorship."

She concludes that the members of the council "are nothing more than window dressing to make the public think that they still have representative government."

Indeed, the aforementioned ICMA manual, "Council-Manager Government in Small-Cities," all but lets the cat out of the bag: "The successful city manager should always make his council look good. Advise them and help them reach sound decisions, but leave the ultimate policy decisions in their hands; give them all the information and advice that they need to make their decisions, but do not try to be a 'power behind the throne' or an invisible dictator.

"Salvage their mistakes, but do not become a rubber stamp for council decisions; remember that the manager's professional standing can be destroyed if he appears to willingly let the council make all decisions. Where possible, give the council credit for city accomplishments."

How revealing. Who can come away from that quote without realizing that it is indeed the city manager who is the "invisible dictator" of the community? The arrogant and condescending attitude toward the people's elected representatives on the council that surfaces in the ICMA manual's statement is typical of the elitists' sheer contempt for the people and their ability to run their own lives.

'CARTE BLANCHE'

Since the city manager is not responsible to the public (and often can't be removed by the council without a super majority vote) and has the ability to keep the council in the dark about city affairs, he has an effective *carte blanche* to run the community the way he wishes. Such an ominous concentration of power in the hands of a single individual, especially one who has no roots in (and, thus, no loyalty to) the local community he governs.

How many know of the wheeling and dealing and manipulations perpetrated by their city managers in the back rooms of city hall, while the mayor and council members are at home watching "Kate and Allie"? How about the less-than honest men who have become rich under this system? Or the pernicious sewer taxes and fees imposed on the people from on high, without their consent?

The council-manager form of municipal government is an integral Rockefeller-sponsored

regional government scheme. Regional government essentially seeks to remove power from the hands of the people and their elected officials and transfer it to unelected "planners" and "experts." These "planners" and "experts" are vested with great power and function as a kind of regional "politburo." The ultimate aim of the regionalists is to totally obliterate the states and localities, making them mere administrative units of an all-powerful central government based in Washington. (The Soviet Union has regional government.)*

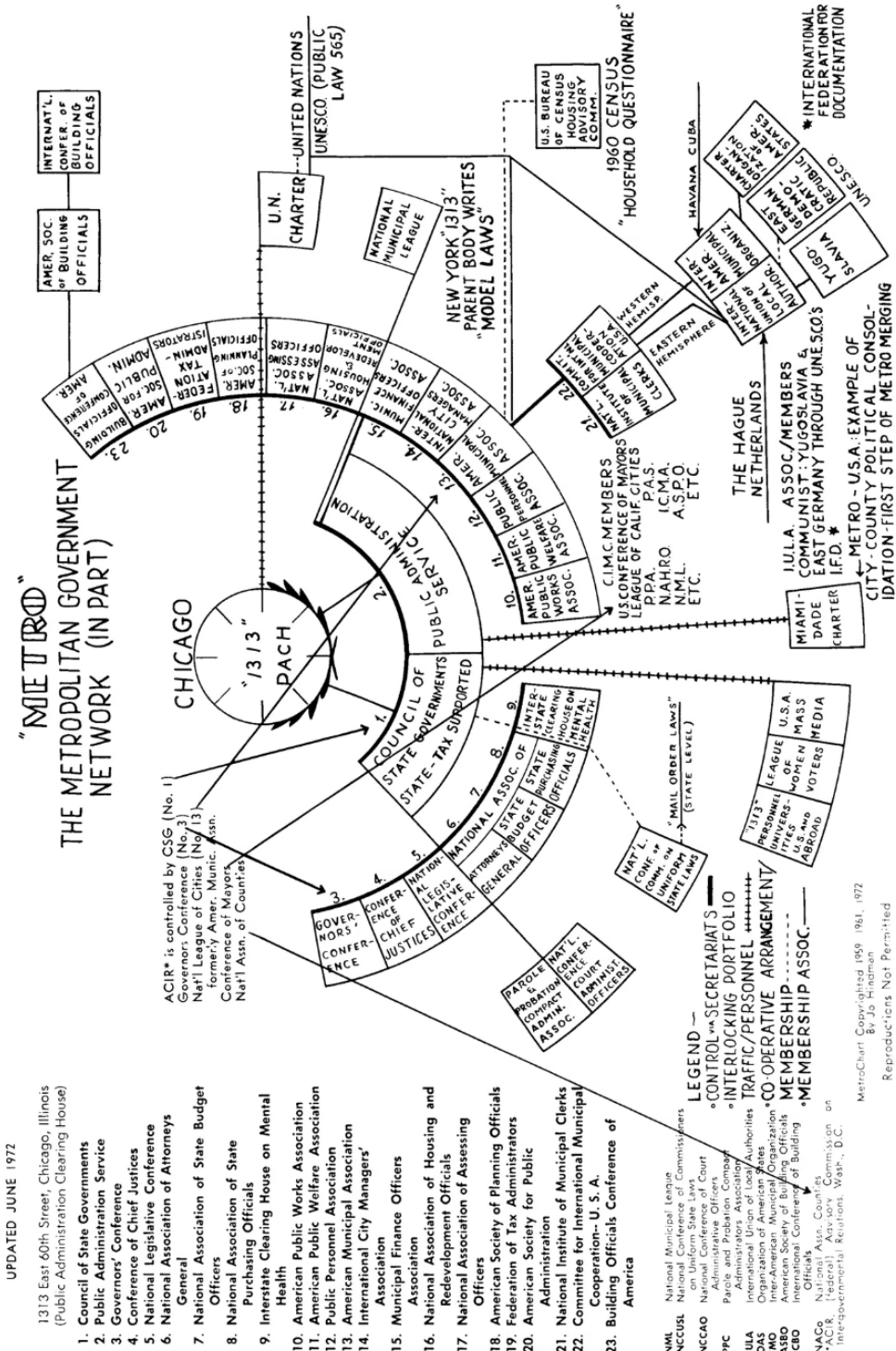
H.G. Wells in his book "New Worlds for Old," wrote about the designs of the Fabian socialists in England: "With them socialism ceased to be an open revolution and became a plot. Functions were to be shifted quietly, unostentatiously, from the representative to the official he appointed.

Just so.

Today, most Americans living in communities governed by the council-manager system do not realize that they have been denied representative government. It should be the duty of all Populists to mobilize against this form of municipal tyranny, and for the return of the traditional council-mayor system.

In the months ahead, many localities all across the land will be electing council members. Let's make our voice heard and promote to the fullest our creed of "Power to the People." After all, if we Populists are to restore government of the people, by the people, and for the people in this nation, we ought to start working at the level of government closest to the people, namely the local level.

*"The Metrocrats" and "Blame Metro" are two of Jo Hindman's famed exposés of the collectivist scheme known as metropolitan government.



UPDATED JUNE 1972

1313 East 60th Street, Chicago, Illinois
(Public Administration Clearing House)

1. Council of State Governments
2. Public Administration Service
3. Governors' Conference
4. Conference of Chief Justices
5. National Legislative Conference
6. National Association of Attorneys General
7. National Association of State Budget Officers
8. National Association of State Purchasing Officials
9. Interstate Clearing House on Mental Health
10. American Public Works Association
11. American Public Welfare Association
12. Public Personnel Association
13. American Municipal Association
14. International City Managers' Association
15. Municipal Finance Officers Association
16. National Association of Housing and Redevelopment Officials
17. National Association of Assessing Officers
18. American Society of Planning Officials
19. Federation of Tax Administrators
20. American Society for Public Administration
21. National Institute of Municipal Clerks
22. Committee for International Municipal Cooperation-- U. S. A.
23. Building Officials Conference of America

LEGEND --
 • CONTROL vs. SECRETARIATS
 • INTERLOCKING PORTFOLIO
 • TRAFFIC/PERSONNEL
 • CO-OPERATIVE ARRANGEMENT
 • MEMBERSHIP ASSOC.

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Or if you would like to be informed of ... or want to participate in any upcoming debate on this subject,

Please send an email to:

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WESTERN STATES NEWS SERVICE URGES ALL THE CITY'S FACTIONS TO CONSIDER THE DIFFERENCES BETWEEN THE PRESENT GENERAL POWERS CHARTER AND ONE WHERE THE CITIZENS HAVE MUCH MORE TO SAY.

"Never again will we accept our government in a blindly faithful apathetic way. I ask you to investigate..."

Don Holt (Former Placentia City Councilman)

A durable statement made some years ago concerning government.

Test the knowledge of your elected representatives and candidates! Do they know about these organizations? Ask them what they think about them!

Permission is granted to reprint when credit is given to Anne Garni.

Reprinted by Western States News Service Inc.

See below for **State, National, and International entities** (mostly Non-Governmental Organizations, ie. "unofficial", usually non-profits) **effecting local Government in California**. Similar organizations are at work in all the States of the United States... and in other Countries.

California League of Cities

<https://www.calcities.org/>

California Forward

<https://cafwd.org/>

California Association of Councils of Governments (CALCOG)

<https://calcog.org/>

The Association of Monterey Bay Area Governments

<https://www.ambag.org/>

Common Cause

<https://www.commoncause.org/>

California State Association of Counties

<https://www.counties.org/>

International City/County Management Association

<https://www.icma.org/>

National Civic League

<https://www.nationalcivicleague.org/>

City Managers and "Model City Charters"

Your City Government

By Anne Garni

(The following was written by Ms. Garni after having served as Councilwoman in Santa Cruz, California.)

Reprinted from original- exact date of writing unknown, most likely 1979 or 1980.

AWESOME POWERS

The majority of cities today are governed by City Managers. It wasn't until after being elected to the City Council in Santa Cruz that I first became aware of the **shift of responsibilities from the elected officials to appointed executives**. This is true of counties, too, but I would like to center in on the awesome powers placed in the hands of the city manager by the adoption of the "Model City Charter" which has been made a part of most city governments.

Less-than-honest men

Less-than-honest men have become wealthy under this system, and still others have been deprived of their livelihood through the manipulations of zoning laws and the selective enforcement of various restrictions.

National Municipal League

In delving into the history of the council-manager form of government, we have learned that our "Model City Charter" **was not written by the people of Santa Cruz, for the people of Santa Cruz**, but was fathered by Richard S. Childs, former President of the National Municipal League; the organization that has been publishing and implementing this revolutionary form of government throughout the country since 1915. The league credits Richard S. Childs as being the man **"who in this century has had the greatest impact on local government."**

Directed by Rockefeller money

The National Municipal League is a satellite of the Public Administration Service, more commonly known as the 1313 Center because of its address at 1313 East 60th Street in Chi-

cago. This Center was founded, financed and directed by Rockefeller money. Public administrators are trained by this institution and are placed in city, county, state and federal positions, taking over the responsibilities formerly vested in our elected representatives- always in the name of "efficiency".

TO SIX MONTHS IN JAIL

Our Model City Charter **restricts the elected officials from carrying out the wishes of the voters**. Section 809 reads: "No interference between the Council and the City Manager." It further states that **"Any Councilman who violates this provision, or votes for a resolution or ordinance in violation hereof, shall be guilty of a misdemeanor,"** which is punishable by up to six months in jail, a \$500 fine and the loss of the council seat.**

Not an American Citizen

City Managers are members of the International City Managers' Association. The charter does not even require that this man be an American citizen. It states only that he become a bona fide resident of the city after his appointment. City managers are imports into the cities that they control.

A government monopoly

In analyzing the history of the present system of public administration on the different levels of government, it becomes apparent that the bureaucracies control the elected officials, rather than the other way around. We are moving from a representative form of government and the free enterprise system to a socialistic dictatorship. As we move further into a socialist state, both power and money move from the people to the ruling elite. So-

cialism can only work in a dictatorship- a government monopoly. It requires the centralization of money and power to siphon the earnings of the workers through the bureaucracy, then redistributing what is left back to the communities, with the usual strings attached. A free enterprise system can only work and flourish when government is restricted from competing with, and dominating the economy.

The Council on Foreign Relations

The Rockefeller family, who influenced the revolutionary changes in our government through grants, are monopolists and international socialists, not advocates of the competitive free enterprise system, nor of a government of, by and for the people. Their money had a great deal of influence on the indoctrination of students in the social sciences; their money has financed the Council on Foreign Relations, the Public Administration Clearing House (1313), the Brookings Institution, the National Bureau of Economic Research, the Russian Institute, etc. These institutions serve to bring about a centralization of money and power in a world dictatorship.

RETURN TO AN ELECTED EXECUTIVE

More and more responsibilities are shifted from elected representatives to appointed bureaucrats. It is important to start where the people have more influence, and that is at the local level. The first task then would be to work toward the abolition of the council-manager form of government and a return to an elected executive.

***This appears to have been removed since the original publishing of this brochure.*

Sustainable Development Forum Scrutinized

By Jack Ward, Local Columnist

REPRINT OF ARTICLE: *Register-Pajaronian*, Saturday, March 28, 1998- Page 5

On March 13, I attended the Regional Sustainable Development Strategy Forum in Monterey. For those of you that are superstitious, you may note that it was — Friday the 13th.

The forum was presented by the Futures Network and Association of Bay Area Governments (AMBAG). Many cities of the area were represented and our own State Senator, Bruce McPherson, and U.S. Congressman, Sam Farr, were speakers.

You would think with all this government



participation there would be some symbolic recognition of California and the United States. But there was no state or U.S. flag. Needless to say the Pledge of Allegiance was also conspicuously absent. One wonders if the promoters know the words to the pledge. In the future, organizers may consider honoring the country that allows them the freedom to hold such events.

It became immediately obvious that this was to be a tightly controlled event. Several pieces of reading material were available for people to read, but when a man passed out information challenging

the motives of sustainable development, he was physically confronted and threatened with eviction.

Organizers frantically attempted to retrieve all of the unauthorized flyers. They even snatched material from the hands of members of the audience. When the dialogue descended to discussions of lawsuits the representative from the Futures Network backed off.



If I hadn't personally witnessed this attempt to throttle free speech, I wouldn't have believed it. I guess differing opinions are not allowed in their sustainable development world, but we still have the U.S. constitution that protects free speech- popular or not. Remember, this was a public event and participation was openly solicited in the media. But the organizers wanted to control all the reading material. The ghost of Joseph Goebbels and his "thought police" would be proud.

After the keynote speech, there were only three questions allowed. One was particularly amusing. A Santa Cruz activist asked how to respond to the "militia types" that oppose sustainable development.

I guess the point was, anyone that oppose sustainable development is a "militia type". If we were in the type-casting business, I guess supporters could be portrayed as left-wing kooks. But name-calling won't address the concerns of the day.

After the keynote address, we broke into six different discussion groups. Since I could only attend one of these groups, I had to interview others for a composite view of what happened in other discussion groups. An over-riding observation was the tight control over the discussions. The groups were led by a “resource leader” and a “facilitator”. Between the two of them, the direction and tone of the discussions were tightly controlled. Certain individuals were given numerous opportunities to speak, while others never had an opportunity to express their opinions.

When we reconvened and the moderators reported on the results of the discussions no questions were permitted. Several people told me afterward that any similarity between the concerns expressed and the results reported were purely coincidental. When you know the desired results - conducting a tightly controlled group discussion is a low risk exercise. I know because I have done it. Several years ago I was trying to convince some individuals to accept an un-popular course of action. Normal discussions produced little results. When a professional facilitator offered his services everything turned around.

I explained the desired results and the facilitator took it from there. He broke the large group into smaller discussion groups. He controlled the discussions, emphasizing the desired points and trivializing opposition. After each session he gave a consensus report to the entire group. Since no one attended all sessions it was impossible to argue against this consensus report. After several sessions the entire group had “agreed” to the desired course of action. Group pressure intimidated and silenced the original opposition. So much for the consensus process.

The sustainable development forum followed a similar process: What disturbed me the most was there was no discussion or consideration for the effect sustainable development will have on our individual liberty, private property rights, free market economy and our national sovereignty. Clearly the Santa Cruz Agenda 21 plan for attaining sustainable development attacks all four.

The good news is - no consensus was reached. There was no rush to judgment. Many people have expressed concerns regarding sustainable development and the direction it will take. To ensure we are not sold out by a bunch of global elitists, I strongly urge you to attend future sustainable development forums.

**Don't be
intimidated by
those that want
to trample on
your
constitutional
rights.**

Before you go, re-read the U.S. constitution and then listen intently. Don't just listen to the warm fuzzy platitudes, ask yourself how this will affect our individual liberty, private property rights, free market economy and national sovereignty. Don't be intimidated by those that want to trample on your constitutional rights. Remember we have constitutional rights citizens of other countries don't enjoy. That is their problem- not ours. Don't accept the Gorbachev doctrine that we must surrender our national sovereignty to satisfy his idea of a global wonderland.

Jack Ward, a 30-year resident of the Monterey Bay area and an aerospace retiree, provides a conservative perspective on local, state and national issues These views are solely those of Mr. Ward and not necessarily those of the Register-Pajaronian

REPRINT OF ARTICLE: Register-Pajaronian, Saturday, March 28, 1998

Perils of Regionalization

The following 7 quotes are from former Colorado Governor (1887-1950) Ralph Lawrence Carr.

1.

“This regional authority constitutes the most violent attack upon the American Constitutional way of life that has ever been made and as it will grow, if unchecked, it will develop the bitterest issue which the American people have encountered since slavery.

There are those who charge that we are narrow minded when we do not accept a so-called national viewpoint. The answer is that our country is so large, its climatic differences, its geographical conditions, the nature of local resources and the make-up and the mental attitudes and customs of our people are such that no man can sit in Washington and draw a pattern to which the lives of all must be made to conform with any degree of success.”

2.

“There exists in this country today a plan to commence the remodeling of the lives of American freemen on the basis so dictatorial, so monarchistic, so bureaucratic that its very exposition proves its hostility to our American form of government.”

3.

“The basic complaint against these proposals is that they are against the theory of life which has built this country. The individual would be submerged utterly to bring him down to the plane of every unfortunate human, regardless of his capacities and his potentialities. Freemen would no longer be permitted to function and to grow and to build and to produce for the improvement of themselves and their children, and for the everlasting benefit of mankind.”

4.

“Has any good reason appeared to change this plan of living? Have we come to the point in this country where it is necessary, in order to live, that we must modify and control the attitudes and thoughts and actions of every human being in America according to a chart developed by some group which would make us conform to a national scheme?”

5.

“No scheme of government has ever succeeded in making all men equal economically, socially and educationally.

Such social planning fails to take into account the fact that, while all men are born politically equal under our system of government energy and brain power, inventive genius and untold personal factors, as well as rainfall, heat and cold, attitude and other outside conditions combine to defeat any plan such as is now suggested.”

6.

“Once a regional authority is established, it will furnish the basis for a system which will control our industries, our farming, our education, our lives.”

7.

“The real question is whether any group of men may determine what is best for freemen by forcing their ideas upon the people in such a manner as to nullify many of the rights and privileges guaranteed to the individual under the Constitution.”



ACIR has been described as the new Nazism, and labeled as "far more sinister and deadly than the Communist Party itself."

With an attempted takeover of any country (as it was in Nazi Germany) it is essential that the power to govern be stolen from the hands of the people and shifted to the control of an all-powerful Government. Just such a Master Plan has been in the works in the United States since the early 1930's. That plan, innocuously called Regional or Metro Government, is purportedly for the purpose of streamlining our City, County and State Governments. In reality, however, it acts to strip us and our Local Agencies of all control over our lives . . . surrendering it to an all-powerful Central Government. Whether you call it Controlism, Nazism or Communism . . . the results are the same . . . SLAVERY . . . at every level of our lives.

The purpose of presenting a brief ACIR summary here is simply to expose the tip of the iceberg so that our nation will not fatally strike it in the darkness and sink like the Titanic. As you can see from the surrounding material, this Master Plan has already been implemented in Belgium, France, Great Britain, the Soviet Union and is well under way here. The Iceberg drifts closer.

Working under the title of the Advisory Committee on Intergovernmental Relations, this sophisticated "World Cell" system of subversion is cancerous. ACIR is the C.F.R.'s underground, quietly working while America sleeps. They have actually installed a parallel system of government similar to the one that eventually seized power under Adolph Hitler

With the help of the President . . . Executive Order #11647 has been implemented with all the power of law while having bypassed the Congress. This law divides the United States into Federal Regions (Soviets) to be run by "Federal Regional Councils." Once these councils have gained complete control the blending of all Countries via One World-Metro Government will be inevitable.

It is our sincere hope that The People will heed this warning and take back the reins of Government at the local level. This act alone will destroy Rockefeller's Regional Government before it destroys the last shred of freedom in the World.





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

**March 3, 2025
ADJOURNMENT**

TO: Honorable Mayor and City Council Members
SUBMITTED BY: Chip Rerig, City Administrator
APPROVED BY: Chip Rerig, City Administrator
SUBJECT: Presentations received after agenda posting

RECOMMENDATION:

BACKGROUND/SUMMARY:

FISCAL IMPACT:

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Social Media Policy PPT
CAWD Scenic Rd Pipeline PPT
Moffat and Nichol PPT
ADC PPT
Policy on Council Procedures PPT



City of Carmel-by-the-Sea

City Social Media Policy

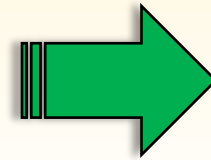
Special City Council Meeting
March 3, 2025



City of Carmel-by-the-Sea

City Council Priorities

1. Financial Sustainability
2. Natural Environment/
Village Character
3. Community Engagement
4. Infrastructure
5. Business Environment



**Effective, Reliable,
Responsive Government**



City of Carmel-by-the-Sea

Social Media as a Tool for Communication

- Enhances communication, engagement, and transparency
- Promotes a wider reach than traditional communication methods
- Allows staff to provide real-time updates on City news, events, extended road closures, and weather alerts
- Serves as a resource for the community to get valuable information straight from a trusted source

An effective tool for *this* City?

- Community member comments and input from previous Council workshops
- Provides an opportunity to augment communication with the community
- A tool to “meet people where they are”



City of Carmel-by-the-Sea

Social Media by the Numbers

YouTube is the most widely used online platform

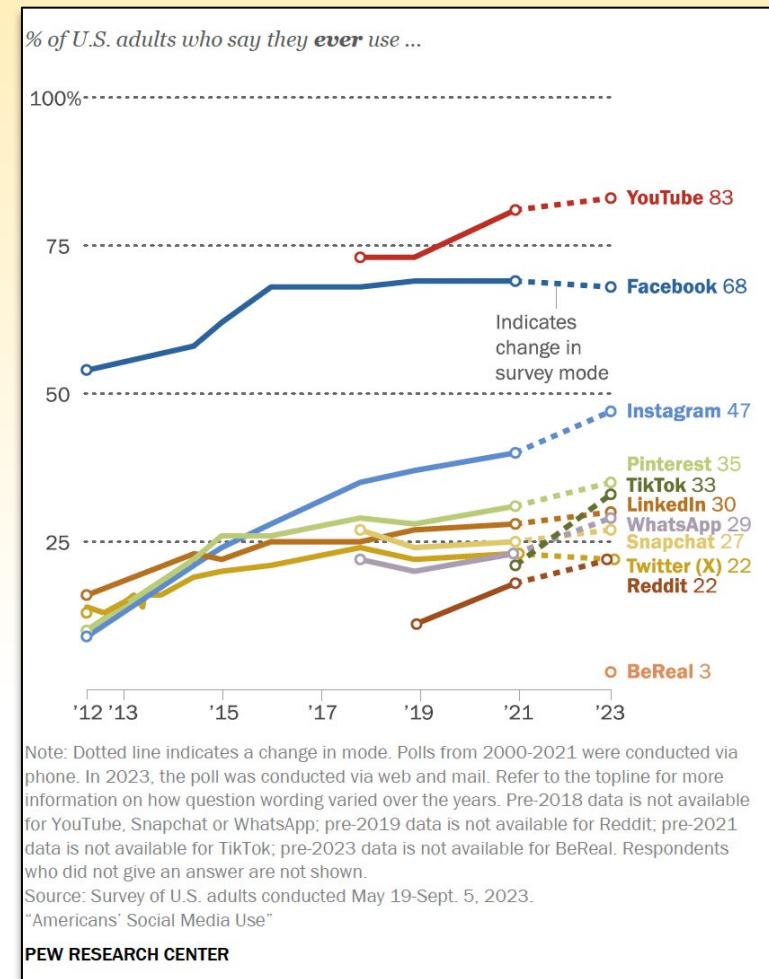
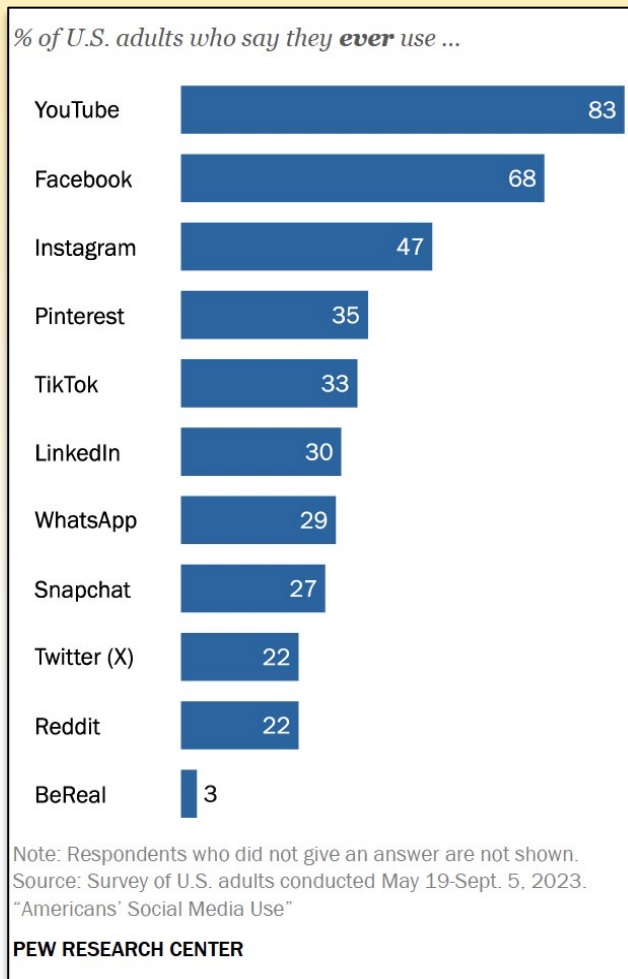
❖ Eight-in-ten adults in the U.S. reported using it

Facebook is a dominant social media platform

❖ 68% of adults in the U.S. reported using the platform

About half of U.S. adults have used Instagram

❖ 47% reported using the platform





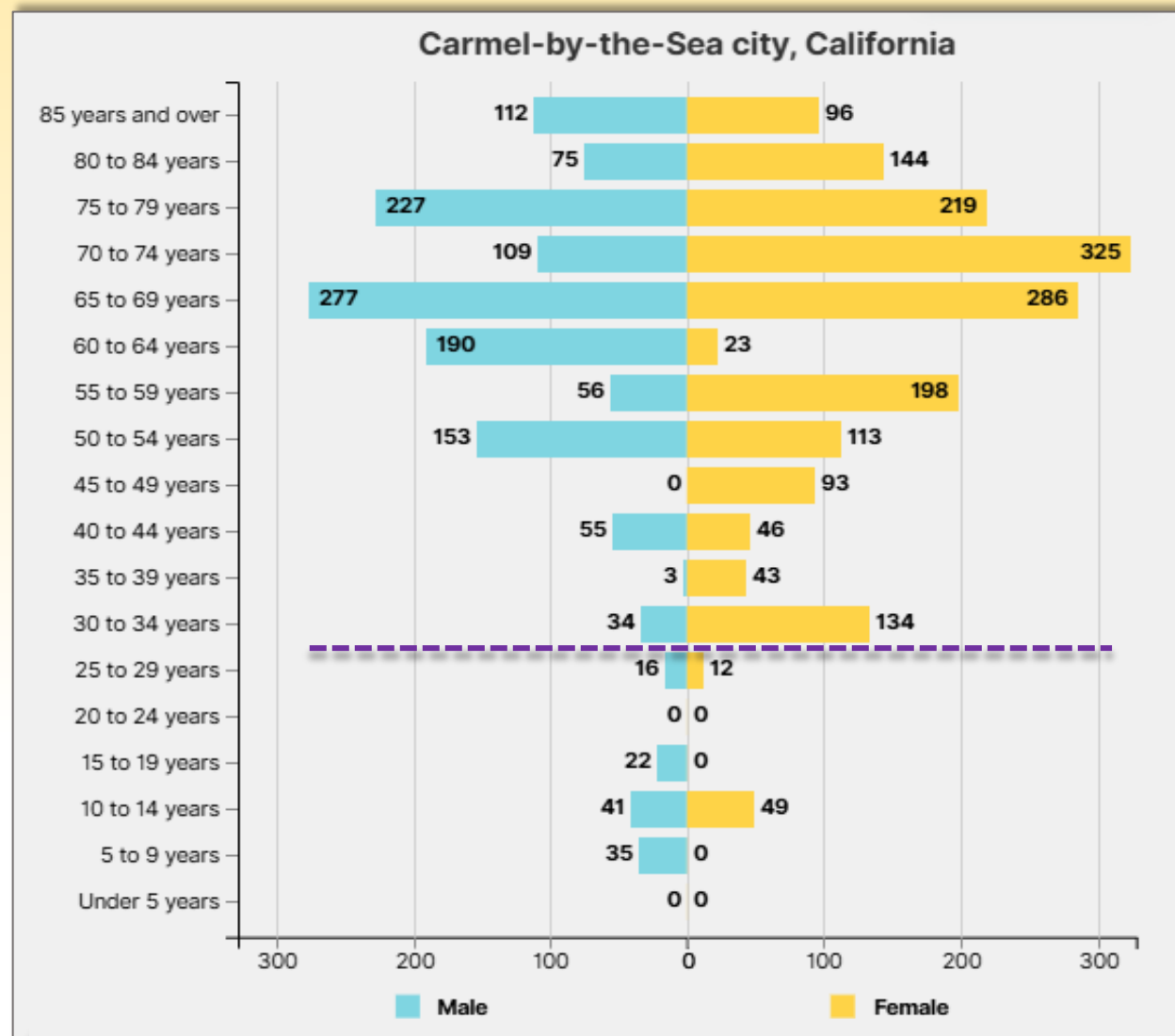
City of Carmel-by-the-Sea

Population = 3,220

- 2020 Census Data
- Median Age: 68.9

	Ages 18-29	30-49	50-64	65+
Facebook	68	78	70	59
Instagram	76	66	36	19
LinkedIn	40	41	30	15
X (formerly Twitter)	38	25	15	8
Pinterest	43	43	33	22
Snapchat	65	32	14	4
YouTube	93	94	86	65
WhatsApp	30	40	28	18
Reddit	46	35	11	4
TikTok	59	40	26	10
BeReal	10	2	1	<1

Note: Respondents who did not give an answer are not shown.
Source: Survey of U.S. adults conducted Feb. 1-June 10, 2024.





City of Carmel-by-the-Sea

City of Carmel-by-the-Sea Social Media Policy

I. Purpose

The purpose of this Social Media Policy ("Policy") is to establish the social media policy guidelines and procedures for the City of Carmel-by-the-Sea's participation in, administering, and City staff use of City Social Media Sites ("City social media") created, operated, maintained, and managed by the City Administrator and any authorized designated individuals conveying information to members of the public on behalf of the City.

The City has an overriding interest and expectation in protecting the integrity of information posted on City social media and in deciding what is "announced" or "spoken" on behalf of the City on social media sites. The City encourages the use of social media by designated staff to facilitate communication, foster transparency, community engagement, and further the goals of the City and the mission of its departments.

II. Definitions

A. "Social media sites" or "social media" refers to internet-based resources that have a participatory element by integrating user-generated content, allowing people to communicate, share information, share photos, share videos, share audio, and exchange text and other multimedia files with others through some form of online or cellular network platform. Examples include, but are not limited to, Facebook, X (formerly Twitter), Instagram, YouTube, LinkedIn, Flickr, and TikTok.

B. "City Administrator" shall mean the City Administrator and/or their designee.

C. "Authorized Employee" means any City employee who has been authorized by a Department Head or the City Administrator to operate and post on a City social media site.

D. "City social media sites" or "City social media" refer to social media sites established, operated, managed, and maintained by the City.

E. "City Staff" or "Staff" refers to all Authorized Employees, consultants, providers, and contractors acting in an official capacity when communicating with the public on behalf of the City on City social media.

III. General Policy

A. The City's official website (<https://ci.carmel.ca.us>) will remain the City's primary and predominant internet presence.

- Establishes guidelines for the City's use of social media
- Content guidelines
- The City's official website remains the primary internet presence
- Outlines process to create a City social media account
- Legal Compliance and Restrictions
 - Brown Act Compliance
 - Public Records Act
 - Content Restrictions

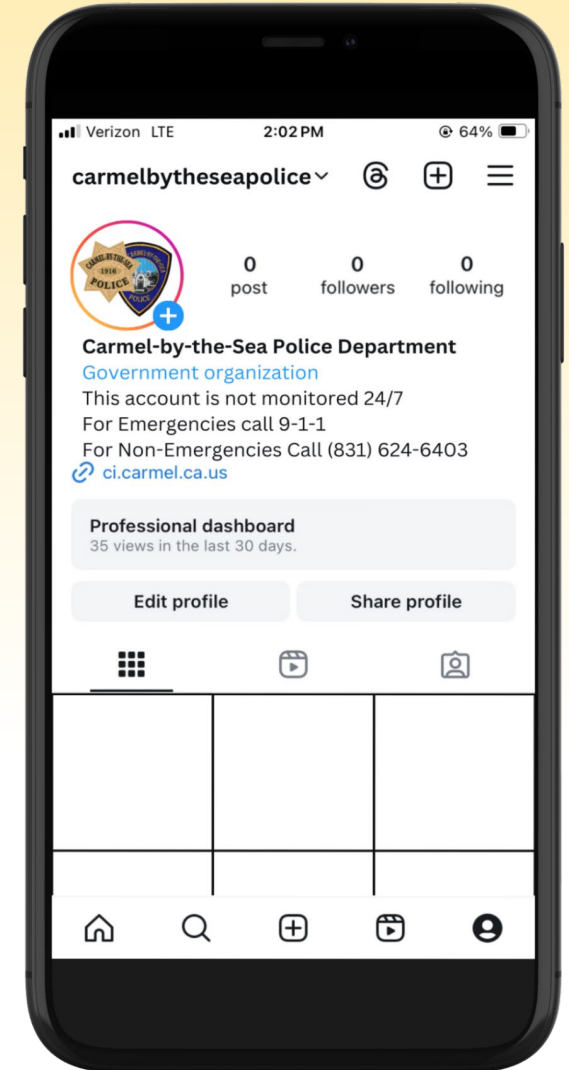
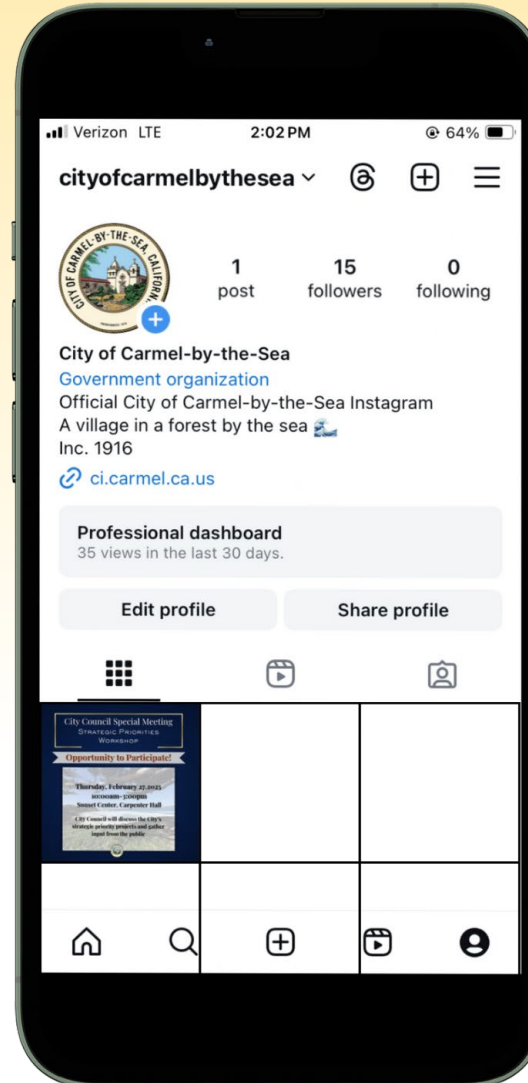




City of Carmel-by-the-Sea



Instagram





City of Carmel-by-the-Sea





City of Carmel-by-the-Sea

Questions?



City of Carmel-by-the-Sea

End of Presentation



City of Carmel-by-the-Sea



Follow the City on Instagram!
@cityofcarmelbythesea



Videos of Meetings and Friday Vlog
@CityofCarmelbytheSea

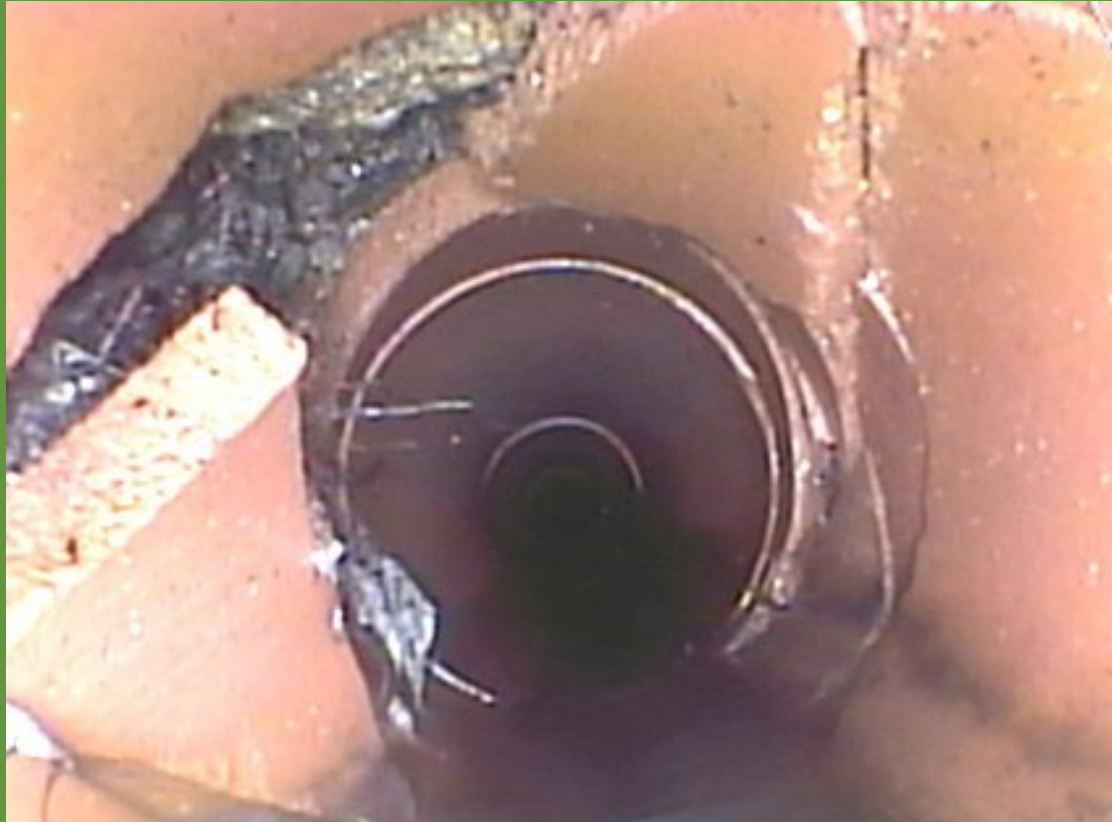


Carmel Area Wastewater District Scenic Rd Pipeline Replacement Project

Critical Infrastructure Renewal, Investing in the Future of Carmel



Clay Pipe is Prone to Fracturing



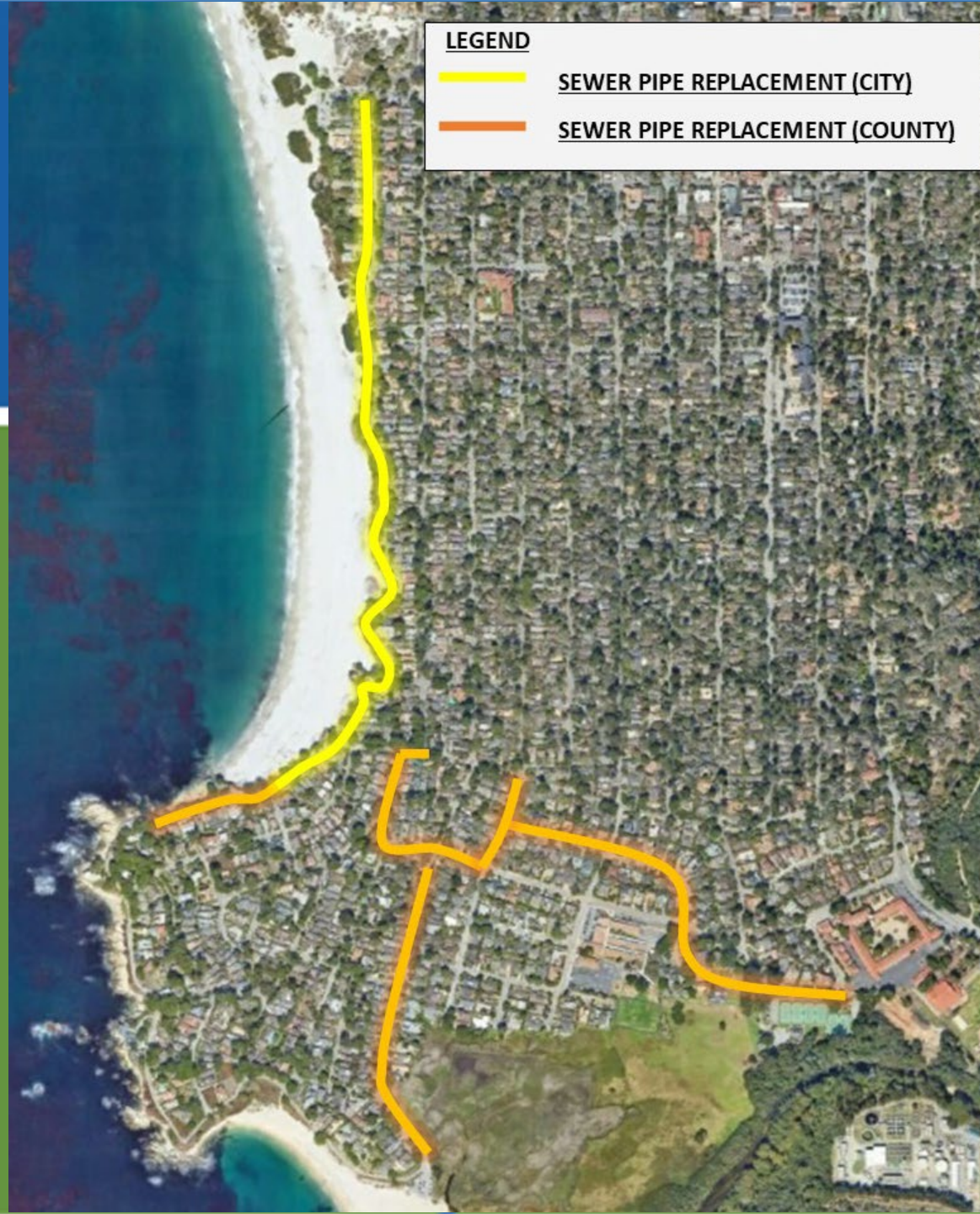
New Pipe is Seamless and Resilient (Allows for Pipe Bursting Install)



Scenic Rd Pipeline Replacement Project

2 Miles of Aging Clay Sewers

- Scenic Rd
- Carmelo St
- San Antonio Ave
- Camino Real
- 14th Ave
- 15th Ave
- Mission Ranch
- Dolores St



How will this impact access to the beach or the pedestrian trail on Scenic Rd?



- Pedestrian access to the beach and Scenic Road walking path will not be impacted.
- The work on the main part of Scenic Road would be scheduled for the “off season”.



How will Scenic Rd be impacted?



- The project will cause road closures to non-resident traffic as work moves down streets.
- Streets will be open to all traffic at the end of the workday and on weekends.
- Residents on Scenic Rd will be allowed access to/from their driveways during construction
- No street parking will be allowed (day or night) adjacent to construction areas.
- Full resurfacing of the street will occur at the end of the project.

Will emergency services be impacted?



- No.
- Emergency services (fire, ambulance, police) will have priority over the construction activities. There will be no reduction in the capacity for emergency response.
- Emergency services will be kept informed of the project so they are prepared for changing road conditions.

Will my sewer service be impacted?



- There will be an ~8-hour period when we are connecting house laterals to the new pipe.
- We will request that you don't use your sewer during this short period.
- However, you will still be able to use your facilities during this time if needed and we will deal with it on the other end of the pipe.



How can I stay informed?



- CAWD will be conducting extensive public outreach to help inform residents and visitors of this critical infrastructure project.
- Public Outreach includes the CAWD website (cawd.org), direct mailing to residents on affected streets, presentations to community groups, public meetings, and project signage.
- There will be a Community Meeting prior to construction (likely at the Carmel Foundation).

Patrick Treanor, P.E.
District Engineer
(831) 624-1248
treanor@cawd.org



Carmel Beach Coastal Protection & Access Improvements Projects

Adopt Resolution 2025-023

Authorizing the City Administrator to execute a
Professional Services Agreement with
Moffatt & Nichol, Inc

for the

*Carmel Beach Coastal Protection
and Access Improvement Projects*

City Council Special Meeting
March 3, 2025





Timeline

2022/23 – *Sea Level Rise/Coastal Engineering Report Project* by EMC Planning Group which evaluated:

- Condition Assessment
- Shoreline & Beach Change Analysis
- Shoreline & Beach Erosion Exposure Modeling
- Coastal Hazard & Sea Level Rise
- *Local Coastal Program (LCP) review*

Winter 2022/23 – Severe winter storms (king tides and large swells) resulted in damage to stairs and revetments

April 2023 – *Haro, Kasunich condition assessment of stairs, revetments, and sea walls.*

2023/2024 – *Shoreline Infrastructure Repairs Project* (amended in 2025 with budget of \$650,000)

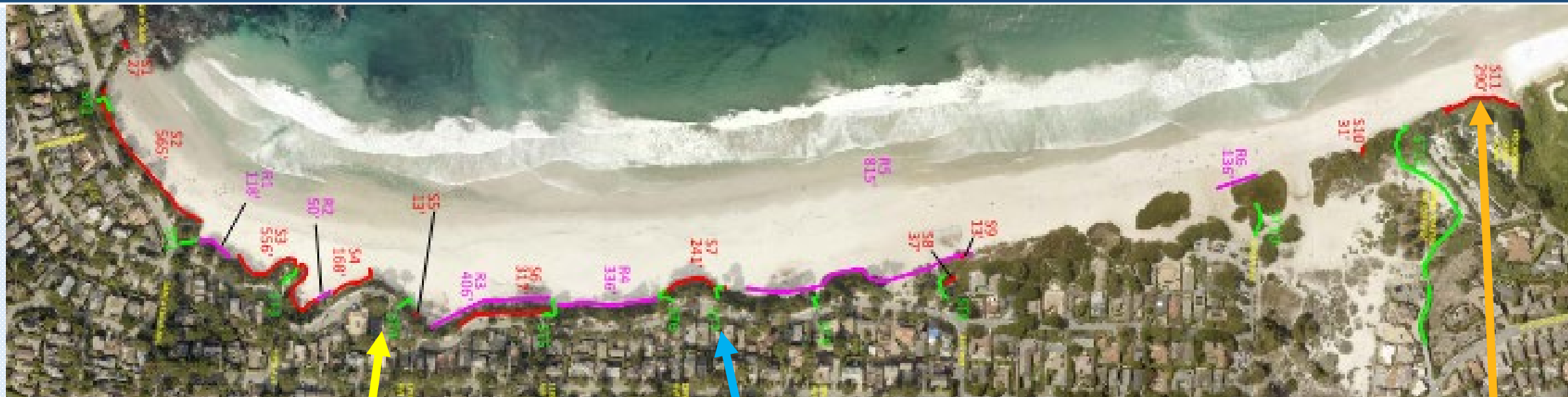
- Fourth Avenue Outfall Seawall Repair/Replacement
- Tenth Ave & Twelfth Ave Stair Structural Repairs

Winter 2023/24 – More storms. More damage. Most stair repairs made by City staff and reopened in Spring 2024. Few remain closed. Need engineering/construction project = Coastal Commission Permits

July 2024 – Request for Proposal from engineering consultants. Three received with Moffatt & Nichol selected.



Infrastructure Condition Assessment





Drainage System Repairs Projects

Task	Scope of Work	Budget
1	Wood Stairs – Existing Condition Report	\$90,160
1A	Geotechnical Analysis (if needed)	\$16,583
2	Stair Repair Projects – Tenth Ave North and Twelfth Ave	\$163,695
4	Fourth Ave Outfall Seawall Repair Project	\$87,146
2A/4A	Geotechnical Drilling Investigation (if needed)	\$41,429
	Total	\$399,013

Task 1 – Structural (and possible geotechnical) assessment of existing stairs. Evaluate access needs to replace with concrete

Task 2/4 – Develop Plans and Specifications for construction project to perform major repairs or replacement
Both projects assumed extensive regulatory permitting will be required including
(Coastal Commission, Fish & Wildlife, etc.)

Estimated Schedule: Bid Winter 2025. Repairs in Spring 2026 (due to time for Environmental Evaluation/permits)



Coastal Protection Budget & Funding

Budget
Recap:

Company	Services	Cost
Wallace Group	Project Management	\$63,594
Moffatt & Nichol	Design & Engineering Services	\$399,012
TBD	Construction Phase	\$187,393
	Total	\$650,000

Funding:

Source	Amount
FY 2023/24 – Shoreline Infrastructure	\$250,000
FY 2024/25 – Shoreline Infrastructure Repair (Additional Funding)	\$150,000
FY 2024/25 – Fourth Ave Outfall Project	\$250,000
Total	\$650,000



Conclusion

Entering into a Professional Services Agreement with Moffatt & Nichol, Inc. would offer the following benefits to the City:

1. Secure a contract with an industry-leading Engineering firm specializing in shoreline adaptation
2. Provide the City with the opportunity to award them additional coastal projects, such as the sand access ramp, through an amendment to their contract



Recommendation

Adopt Resolution 2025-023

Authorizing the City Administrator to execute a
Professional Services Agreement with

Moffatt & Nichol, Inc

for the

*Carmel Beach Coastal Protection
and Access Improvement Projects*

in the amount of \$399,013



CITY OF CARMEL-BY-THE-SEA

**Resolution 2025-024,
Authorizing the City Administrator
Execute Amendment No. 1 to the
Professional Services Agreement with
Advance Design Consultants, Inc.**

City Council Special Meeting

March 3, 2025



Advance Design Consultants, Inc. History

July 2023 – Original PSA with Advance Design Consultants, Inc. for \$76,560

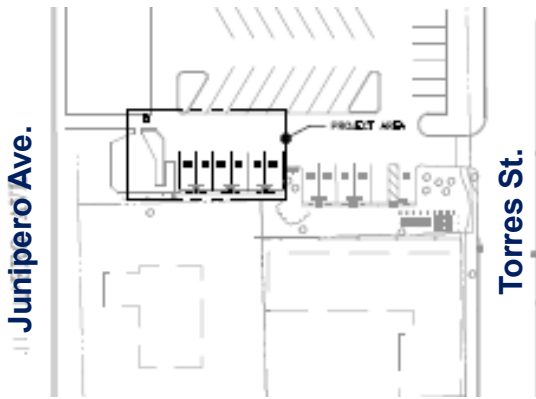
1. Electrical Panels Load Monitoring (Vista Lobos, City Hall, Fire Station, and Ocean Avenue Median) - Complete
2. Design Documents for New Fleet Electric Vehicle (EV) Charging Stations and Upgrade to Existing Commercial EV Charging Stations – 95% Complete
3. Design Documents for Sunset Center Parking Lot Upgrades including replacing of the Main-Panel and Sub Panels serving parking lot lighting and existing EV Charging Stations.
4. On-Call Services – Used for design of the Vista Lobos Panel as recommended by Task 1 of assessment.

January 2025 – Pending Amendment No.1 for \$58,020

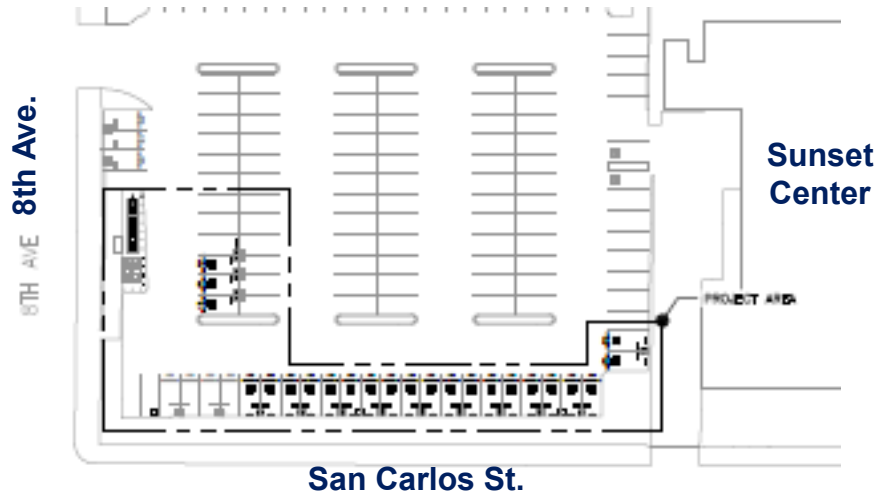
5. Finalize Design and provide Construction Support at Vista Lobos for both Fleet and Commercial EV Charger installation.
6. Provide Design and Construction Support at Sunset Center Parking Lot for EV Charger Installation.



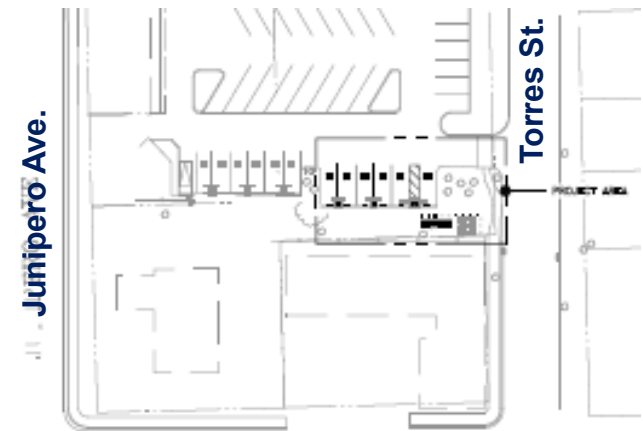
Proposed EV Project Locations



**Vista Lobos Parking Lot
Commercial EV Upgrade**



**Sunset Center Parking Lot EV
Chargers Upgrade**



**Vista Lobos Parking Lot
Fleet EV Chargers**



Conclusion

Approval of Amendment No. 1 has a budget increase of \$58,020 to facilitate the following:

- Finish Design and Construction of EV Charging Stations at both Vista Lobos Parking Lot and Sunset Center North Lot which would aid in electrifying City of Carmel's Fleet.
- Oversee the replacement of the Electrical Panel at the existing Vista Lobos Buildings.
- On-Call Services budget (\$15,000 Budget for as needed Electrical Engineering or related services.)



Recommendation

Adopt Resolution 2025-024

**Authorizing the City Administrator Execute
Amendment No. 1 to the Professional Services
Agreement with Advance Design Consultants, Inc.
Authorizing a Budget increase of \$58,020**

City Council Special Meeting

March 3, 2025



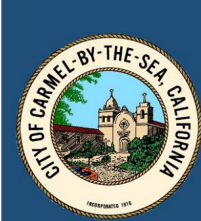
CITY OF CARMEL-BY-THE-SEA

Item # 5

Review & Discuss City Policy C89-02 –
Proposed Changes to Meeting Procedures and Public
Appearances

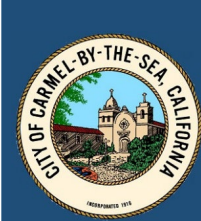
City Council Special Meeting

March 3, 2025



Background

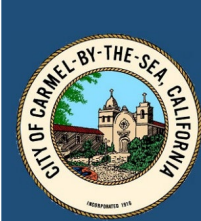
- Mayor Byrne has requested a discussion on City Policy C89-02.
- This policy governs City Council meetings, agenda procedures, and public appearances. It was adopted in 1988, and revised in 2009, 2012, and 2020.
- The purpose of this item to review current the current policy language, consider proposed changes, and provide direction for next steps.



Current Policy – Meeting Procedures

Section III.C: Procedures for Reviewing Agenda Items (Except Public Hearings)

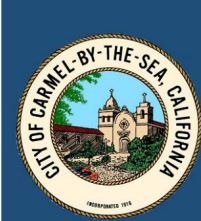
1. The Mayor reads the agenda item.
2. Staff presents a brief report.
3. City Council asks staff questions.



Possible Changes to Meeting Procedures

Section III.C: Procedures for Reviewing Agenda Items (Except Public Hearings)

1. Mayor will read the agenda item under discussion.
2. Mayor will ask if any Councilmember wishes for a staff presentation
3. Mayor will ask staff to present a brief presentation if requested.
4. Mayor will ask City Council if there are any questions for staff
5. Mayor will ask for Public Comment in chambers and then remote
6. Mayor will ask Council for discussion.
7. Mayor will ask Council to take action for an action items including motions, resolutions, ordinances and requests for direction to staff.



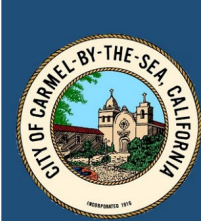
Rationale for Proposed Changes

Adding step 2:

- The Agenda packet, including Staff Reports, is posted at least 72 hours before the meeting.
- This allows Council and the public time to review information in advance.
- A staff presentation may not always be necessary unless a Councilmember requests it.
- Requests can be for a full presentation or a discussion of specific points.

Adding Steps 5-7:

- These are steps that are mentioned in the policy already. Adding them here in the lists of steps provides an overview of the meeting procedures for review of each agenda item.

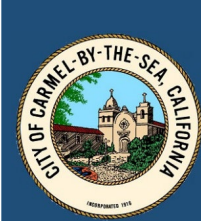


Current Policy – Public Appearances

Section II.B: Public Appearances:

The public has opportunities to speak to the City Council. The Public Appearances section allows persons to speak a maximum of three minutes, or as otherwise established by the City Council, on items of City business, other than those scheduled agenda items. Matters not appearing on the City Council's agenda will not receive action at that meeting but may be referred to staff for a future meeting or resolution outside of a City Council meeting. The City Council reserves the right to limit the duration of the Public Appearances section of the agenda to thirty minutes total.

Members of the public are entitled to directly address the City Council concerning any item that is described in the notice of the City Council meeting during consideration of that item. Public comments or testimony on agenda items other than Public Appearances shall be limited to a maximum of three minutes per speaker.

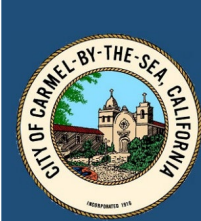


Proposed Changes to Public Appearances

Possible changes to Section II B “Public Appearances” could be adding a 3rd paragraph to include the following:

“Under the Brown Act, public comments for matters on the agenda must relate to that agenda item and public comments for matters not on the agenda must relate to the subject matter jurisdiction of this legislative body. If a member of the public attending the meeting remotely violates the Brown Act by failing to comply with these requirements of the Brown Act, then that speaker will be muted.”

- This language could be added as a 3rd paragraph under “Public Appearances” to confirm the scope of public comment permissible under the Brown Act.
- There is no specific language on handling remote speaker violations under the Brown Act in the current Policy.

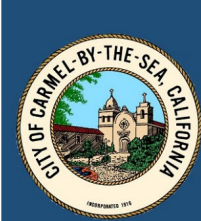


Other Possible Changes

Estimated times added to the agenda:

Since February, the agendas have been posted with estimated time lengths included for each item, to help give an idea of how long the meeting will last.

Council may direct staff to include a section to the policy regarding “Estimated Times” being added to City Council agendas.



Other Possible Changes

Additional Changes to Public Appearances Policy to consider:

- Set a Time Limit: Consider limiting public comments on non-agenda items to 30 minutes.
 - Up to 10 speakers at 3 minutes each.
 - If more than 10 speakers, adjust to 1-2 minutes per speaker.
- Alternative Approach:
 - 30 minutes at the start of the meeting.
 - Additional 30 minutes at the end if needed.
- Other cities, such as City of Monterey, set time limits for total length of public comment total times to 30 minutes for non-agenda items, and 15 minutes per agenda item.



Next Steps

If the Council finds that one or more of the changes described to Policy C89-02 are appropriate, then staff can return to the Council at a future meeting with a revised Policy C89-02 incorporating those changes.



End of Presentation

Questions?