



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

REGULAR MEETING Tuesday, May 6, 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/86890317537> Webinar ID: 868 9031 7537 Passcode:
100836 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.

OPEN SESSION 4:30 PM

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

EXTRAORDINARY BUSINESS

- A.** Carmel High School Report Out (Estimated time - 3 min)
- B.** Non-Profit Spotlight - Carmel Youth Center (Estimated time - 3 min)
- C.** Proclamation Recognizing Two Public Works Employees (Estimated time - 3 min)
- D.** Proclamation Recognizing May 18-24, 2025 as National Public Works

Week (Estimated time - 3 min)

- E. Report from See Monterey (Estimated time - 5 min)

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.

ANNOUNCEMENTS (Estimated time - 5 min)

- A. City Administrator Announcements
- B. City Attorney Announcements
- C. Councilmember Announcements

PUBLIC HEARINGS

- 1. Resolution 2025-041 adopting Fiscal Year 2025-2026 Fee schedule for Administrative Services, Community Planning and Building, Public Safety, Public Works, Community Activities and Library Services (Estimated time - 30 min)

ORDERS OF BUSINESS

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

- 2. Receive the Fiscal Year 2025-2026 Recommended Budget (Estimated time - 60 min)
- 3. Consideration of Resolution 2025-042, authorizing the City Administrator to enter into a Professional Services Agreement with Opticos for a not-to-exceed fee of \$180,000 to prepare objective design and development standards (ODDS) for multi-family residential, mixed-used residential, and accessory dwelling units. (Estimated time - 60 min)
- 4. Receive a report regarding options for the future of ambulance services in Carmel-by-the-Sea, and direction to staff regarding an agreement to contract ambulance services with Monterey Fire as previously recommended by the City's Ambulance Ad Hoc Committee (Estimated time - 30 min)
- 5. Discuss proposed changes to City Policy C89-02: City Council Meetings, Orders of Council, Agenda Packets, Minutes of Meeting and Agenda Distribution, and provide direction to the City Administrator (Estimated time - 30 min)

FUTURE AGENDA ITEMS

ADJOURNMENT

- 6. Correspondence Received After Agenda Posting

7. 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).

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

Honoring Rene Aldama and Miguel Manzano

WHEREAS, on March 24, 2025, City of Carmel-by-the-Sea Public Works employees Rene Aldama and Miguel Manzano demonstrated extraordinary courage and swift action in the face of a life-threatening emergency; and

WHEREAS, their quick thinking, calm under pressure, and immediate response played a critical role in rescuing a resident experiencing a serious medical emergency, preventing what could have been a tragic loss of life; and

WHEREAS, Rene Aldama and Miguel Manzano's heroic efforts reflect the highest ideals of public service and human compassion, going above and beyond the call of duty to ensure the safety and well-being of a fellow community member; and

WHEREAS, their selfless actions are a testament to their character and their deep commitment to the people of Carmel-by-the-Sea, setting an inspiring example for all city employees and residents alike; and

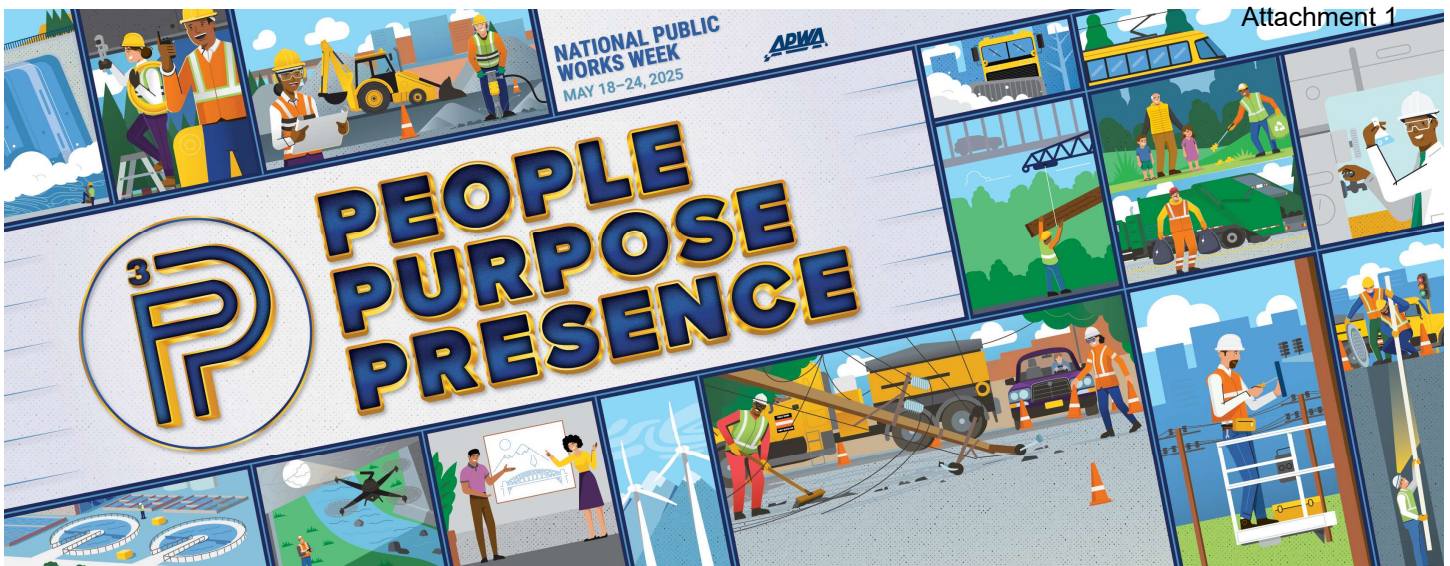
NOW, THEREFORE, I, Dale Byrne, Mayor of the City of Carmel-by-the-Sea on behalf of the City Council and the residents of our community, do hereby recognize and honor

Rene Aldama and Miguel Manzano

for their extraordinary heroism, unwavering dedication, and compassionate service, and extend our deepest gratitude for their lifesaving actions on March 24, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of May, in the year two thousand twenty-five, in Carmel-by-the-Sea, California.

Dale Byrne, Mayor



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL

**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA RECOGNIZING MAY 18-24, 2025, AS
NATIONAL PUBLIC WORKS WEEK**

“People, Purpose, Presence”

WHEREAS, public works professionals focus on infrastructure, parks, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of City of Carmel-by-the-Sea; and

WHEREAS, streets, parks, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our City’s transportation, storm drain system, public buildings, utilities, green infrastructure, and other facilities essentials for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of Carmel-by-the-Sea to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association.

NOW THEREFORE BE IT RESOLVED, I, Dale Byrne, Mayor of Carmel-by-the-Sea, do hereby designate the week of May 18–24, 2025, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed,

DONE at the City of Carmel-by-the-Sea, California this 6th day of May 2025.

Dale Byrne, Mayor



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

May 6, 2025
EXTRAORDINARY BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Chip Rerig, City Administrator

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Report from See Monterey (Estimated time - 5 min)

RECOMMENDATION:

BACKGROUND/SUMMARY:

FISCAL IMPACT:

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:



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

May 6, 2025
PUBLIC HEARINGS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Jayne Fields, Finance Manager
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2025-041 adopting Fiscal Year 2025-2026 Fee schedule for Administrative Services, Community Planning and Building, Public Safety, Public Works, Community Activities and Library Services (Estimated time - 30 min)

RECOMMENDATION:

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

BACKGROUND/SUMMARY:

Background

The City provides a variety of services that benefit specific customers, such as the issuance of business licenses, planning and building permits, and tree removal permits. In accordance with State law, the City is legally allowed to charge a fee to the user of a specific service to recover the cost of providing the service. The current user fee schedule for FY 24-25 is included as **Attachment 3** for reference.

To help determine the cost of providing certain services, as well as to develop alternative and more equitable ways to finance some services, the City hired Revenue and Cost Specialists, LLC to complete a cost of services study in March 2023. The proposed Fiscal Year 2025-2026 fee schedule ("FY 25-26") is based on this study and incorporates an inflationary adjustment of 2.4 percent to all existing fees.

Executive Summary

The purpose of this agenda item is to provide an update regarding fees, and for Council to adopt the proposed master fee schedule for the upcoming fiscal year. The fees will become effective 60-days after adoption of the resolution, which is July 5, 2025. Since the prior fee schedules have been annually adjusted for inflation, overall the Proposed Fiscal Year 2025-2026 fees (**Attachment 2**) are consistent with the current fee schedule.

The proposed fees associated with the charges for services are intended to recover as close to 100% of the City's cost of providing the service from the user, or beneficiary, of the service, without going over. However, Council may determine that certain services have a community-wide benefit and choose to reduce

fees associated with certain services. The Council may also determine that a waiver be made available if there is an inability to pay. If fees are reduced to less than 100% of cost recovery, then the difference between the cost of the service and the fee charged to the user needs to be made up, or subsidized, by other General Fund revenues. This in turn means that there would be less General Fund revenue available for other community-wide services. Staff recommends that Council strive to achieve nearly full cost recovery for services.

On April 1, 2025, the City Council received a presentation on the proposed Updated Fee Schedule for Fiscal Year 2025–26. In accordance with public noticing requirements, the proposed schedule was published online and noticed in the newspaper 10 days prior to the public hearing. A second notice was published two weeks ago in preparation for the Council's final review and consideration of adoption of the Updated Fee Schedule.

The attached schedule includes one correction from the April 1st presentation, increasing the fee to match the invoice that the City pays for that service. There are some additional fees that should be included on the master fee schedule but the City is still in the process of completing studies thereon. Those fees will be brought back for approval separately. In addition, the City is researching the possibility of implementing a fee waiver where there is an inability to pay.

A new time study for all fees will be taking place in the next fiscal year.

Recommendation

Staff recommends that the City Council adopt Resolution 2025-041 (**Attachment 1**) adopting the Updated Fee Schedule for FY 25-26 included as Attachment 2. If adopted, the fee schedule will go into effect on July 4, 2025, 60 days after adoption.

FISCAL IMPACT:

Consistent with financial policy C94-01, the proposed fee schedule includes an annual adjustment based upon the San Francisco-Oakland Consumer Price Index (CPI), which was calculated by the Bureau of Labor and Statistics at 2.4 percent for the year ending December 2024. The Fiscal Year 2025-2026 Proposed Budget includes a 2.4 percent increase on the revenues known as “charges for services”.

The revenue from fees allows the City to recover its costs for providing a service from the direct recipient, or user, like property, sales and use and transient occupancy taxes, are needed to help offset the cost of providing those services. This means that the overall General Fund revenues are not subsidizing user fees, therefore more of the General Fund is available to fund community-wide activities that have a public benefit, like libraries, public safety, and public works.

PRIOR CITY COUNCIL ACTION:

Council adopted the Fiscal Year 2024-2025 fee schedule on June 4, 2024.

ATTACHMENTS:

Attachment 1) Resolution 2025-041

Attachment 2) Proposed FY 25-26 User Fee Schedule

Attachment 3) Current User Fee Schedule (FY 24-25)

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

RESOLUTION NO. 2025-041

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
ADOPTING THE FISCAL YEAR 2025-2026 FEE SCHEDULE FOR ADMINISTRATIVE
SERVICES, COMMUNITY PLANNING AND BUILDING, PUBLIC SAFETY AND PUBLIC
WORKS SERVICES**

WHEREAS, in accordance with City Financial Policies, Policy 94-01, the City shall review the relationship between fees/charges and the cost of providing services at least every three years; and

WHEREAS, the City of Carmel-by-the-Sea retained Revenue and Cost Specialists, LLC, to prepare the "Fee Study Update Report" in March 2023 to identify the City's reasonable costs borne for providing services; the beneficiaries of those services, and the revenues generated by those paying fees for receiving services; and

WHEREAS, the City wishes to comply with both the letter and the spirit of Article XIII B of the California Constitution and limit the growth of taxes; and,

WHEREAS, pursuant to Government Code Section 66016, the specific fees and charges to be levied for services must be adopted by the City Council by ordinance or resolution, after holding a public hearing; and,

WHEREAS, a notice of a public hearing has been published in the Carmel Pine Cone on March 7, 2025 and a public hearing to review the existing service charges was held on April 1, 2025; and

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

Section 1. Fee Schedule Adoption. The following schedule of fees and charges are hereby directed to be computed by and applied by the various City departments, and to be collected by the City Finance Department for the herein listed special services when provided by the City or its designated contractors.

Section 2. Separate Fee for Each Process. All fees set forth by this resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a "per unit" of measurement basis, the fee is for each identified unit or portion thereof within the indicated ranges of such units.

Section 3. Listing of Fees. The following fees shall be charged and collected for the following enumerated services, as shown in Exhibit A.

Section 4. Interpretations. This Resolution may be interpreted by the City department heads in consultation with the City Administrator and, should there be a conflict between two fees, the lower in dollar amount of the two shall be applied.

A. It is the intention of the City Council to review the fees and charges as determined and set out herein based on the City's next Annual Budget and all the City's costs reasonably borne as established at that time and, as and if warranted, to revise such fees and charges based thereon.

Section 5. Constitutionality. If any portion of this Resolution is declared invalid or unconstitutional then it is the intention of the City Council to have passed the entire Resolution and all its component parts, and all other sections of this Resolution shall remain in full force and effect.

Section 6. Repealer. All resolutions and other actions of the City Council in conflict with the contents of this Resolution are hereby repealed.

Section 7. Effective Date. This Resolution shall go into full force and effect on July 1, 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 1st day of April, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dale Byrne
Mayor

Nova Romero
City Clerk

PROPOSED FEE SCHEDULE EFFECTIVE JULY 1, 2025 - JUNE 30, 2026

**Proposed
Fee**

COMMUNITY PLANNING & BUILDING

Design Study and Review

TRACK 1 DESIGN REVIEW/STUDY - MINOR	\$725 per application	725.00
TRACK 1 DESIGN REVIEW/STUDY - MAJOR	\$1,040 per application	1,040.00
TRACK 1 DESIGN REVIEW/STUDY-STREAMLINE	\$373 per application	373.00
TRACK 1 DESIGN REVIEW/STUDY - REFERRAL TO PLANNING COMMISSION	\$1,875 per application in addition to the base Track 1 fee	1,875.00
TRACK 1 DESIGN REVIEW/STUDY-REFERRAL TO HISTORIC RESOURCES BOARD	\$1,875 per application in addition to the base Track 1 fee	1,875.00
TRACK 2 DESIGN REVIEW - MINOR	\$4,108 per application	4,108.00
TRACK 2 DESIGN REVIEW - MAJOR	\$6,235 per application	6,235.00
TRACK 2 DESIGN REVIEW - MAJOR NEW COMMERCIAL BUILDING	\$2,974 per application plus a deposit determined by staff with charges at the fully allocated hourly rates for Project Planner	2,974.00
PRELIMINARY SITE ASSESSMENT	\$1,571 per application	1,571.00
REASONABLE ACCOMODATION	\$205 per application, plus fee for associated Design Study/Design Review as applicable	205.00
VOLUMETRIC ANALYSIS	\$142 per application plus \$1,500 deposit with charges at the fully allocated hourly rates plus any outside costs.	142.00

Use Permit and Other Services

USE PERMIT	\$3,215 per application	3,215.00
USE PERMIT AMENDMENT	\$2,905 per application	2,905.00
TEMPORARY USE PERMIT	\$173 per application	173.00
RESTRICTED COMMERCIAL USE TRANSFER REQUEST	\$594 per application	594.00
WATER CREDIT TRANSFER REQUEST	\$3,257 per application	3,257.00
VARIANCE	\$1,881 per application	1,881.00
PRELIMINARY APPLICATION REVIEW - STAFF	\$1,434 per application with 50% of this fee credited towards future planning fees for this project.	1,434.00
PRELIMINARY APPLICATION REVIEW - PUBLIC HEARING (PLANNING COMMISSION, CITY COUNCIL, ETC.)	\$3,940 per application with 50% of this fee credited towards future planning fees for this project.	3,940.00
COASTAL DEVELOPMENT PERMIT - DEVELOPMENT	\$184 per application - Added to other Planning fees	184.00
COASTAL DEVELOPMENT PERMIT - EVENT	\$777 per application	777.00
LANDSCAPE PLAN CHECK/INSPECTION	\$725 per plan/inspection	725.00

PROPOSED FEE SCHEDULE EFFECTIVE JULY 1, 2025 - JUNE 30, 2026		Proposed Fee
PLANNING TECHNICAL ASSISTANCE	Charge the fully allocated hourly rate for all personnel involved after 15 minutes.	
TOBACCO RETAIL LICENSE	Current fee as adopted by the Monterey County Board of Supervisors	
EXTRAORDINARY DEVELOPMENT	Deposit amount TBD based on scope of project, with charges at the fully allocated hourly rates plus any outside costs	
Amendments, Annexations and Agreements		
SPECIFIC PLAN/SPECIFIC PLAN AMENDMENT GENERAL PLAN AMENDMENT SPHERE OF INFLUENCE AMENDMENT ZONING CODE AMENDMENT	\$5,253 deposit with charges at the fully allocated hourly rates plus outside costs	5,253.00
ANNEXATION DEVELOPMENT AGREEMENT	\$10,503 deposit with charges at the fully allocated hourly rates plus outside costs	10,506.00
Environmental Review Maps and Lot Lines		
ENVIRONMENTAL REVIEW (IS/ND/EIR)	Contract cost plus 10%	
FILING ENVIRONMENTAL NOTICE OF EXEMPTION	\$520 per application plus associated Monterey County fees	520.00
MITIGATION MONITORING	\$3,152 deposit with charges at the fully allocated hourly rates plus outside costs.	3,152.00
TENTATIVE/FINAL MAP	\$4,202 deposit with charges at the fully allocated hourly rates plus any outside costs.	4,202.00
AMENDED FINAL MAP	\$1,051 deposit with charges at the fully allocated hourly rates plus any outside costs.	1,051.00
CERTIFICATE OF COMPLIANCE	\$788 per application plus actual contract cost	788.00
LOT LINE ADJUSTMENT/SUBDIV - PLANNING COMMISSION	\$1,108 per application plus actual contract cost	1,108.00
LOT MERGER	\$898 per application plus actual contract cost	898.00
Historic Evaluation		
PRELIMINARY PHASE 1 - INITIAL ASSESSMENT OF HISTORIC SIGNIFICANCE	\$326 per application	474.00
PHASE 1 - HISTORIC EVALUATION	\$426 per application plus actual cost for Historian review with \$1,500 deposit	426.00
PHASE 2 - HISTORIC EVALUATION (INCLUDES HISTORIC RESOURCES BOARD HEARING)	\$2,143 per application plus actual cost for Historian review with \$1,500 deposit	2,143.00
APPEAL TO HISTORIC RESOURCES BOARD	\$1,576 per application plus actual cost for Historian review with \$1,500 deposit	1,576.00
MILLS ACT CONTRACT APPLICATION	\$3,603 per application plus actual cost to record contract with County of Monterey	3,603.00
MILLS ACT MAINTENANCE PLAN REVIEW	\$1,051 deposit with charges at the fully allocated hourly rates plus any outside costs for qualified professional to review plan.	1,051.00
MILLS ACT 5-YEAR INSPECTION	\$525 deposit with charges at the fully allocated hourly rates plus any outside costs for qualified professional	525.00

PROPOSED FEE SCHEDULE EFFECTIVE JULY 1, 2025 - JUNE 30, 2026		Proposed Fee
MILLS ACT 10-YEAR MAINTENANCE PLAN REVIEW	\$1,051 deposit with charges at the fully allocated hourly rates plus any outside costs for qualified professional to review plan.	1,051.00
Determinations, Extensions and Appeals		
PLANNING COMMISSION CODE DETERMINATION	\$1,828 per application	1,828.00
ZONING COMPLIANCE DETERMINATION	Charge the fully allocated hourly rates for all personnel involved with a one hour minimum	
PERMIT TIME EXTENSION - STAFF	\$420 per application	420.00
PERMIT TIME EXTENSION - PLANNING COMMISSION	\$1,135 per application	1,135.00
PERMIT TIME EXTENSION - CITY COUNCIL	\$1,098 per application	1,098.00
PUBLIC HEARING CONTINUANCE - PLANNING COMMISSION	\$872 per continuance	872.00
PUBLIC HEARING CONTINUANCE - COUNCIL	\$878 per continuance	878.00
APPEAL TO PLANNING COMMISSION	\$2,044 per appeal - No charge for appeals of Coastal Development Permits (CDPs) within the Coastal Commission Appeal Jurisdiction (CMC 17.20.140)	2,044.00
APPEAL TO CITY COUNCIL	\$2,190 per appeal - No charge for appeals of Coastal Development Permits (CDPs) within the Coastal Commission Appeal Jurisdiction (CMC 17.20.140)	2,190.00
Sign and Banners		
SIGN APPLICATION	\$473 per application	473.00
SIGN REFERRAL TO PLANNING COMMISSION	\$1,581 per application	1,581.00
RELOCATE EXISTING SIGN	\$252 per application	252.00
TEMPORARY SIGN PERMIT	No permit fee required	0.00
BANNER APPLICATION	\$0 per application, applicant bears the fully burdened cost of installation through City approved third-party vendors	
Building Services		
BUILDING RELOCATION	Deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs	
LARGE FAMILY DAY CARE (RESIDENTIAL)	\$2,437 per application	2,437.00
GENERAL PLAN UPDATE	3.5% of all Building & Safety permits	
BUILDING PLAN CHECK	Based on Building and Safety Construction Valuation	
BUILDING INSPECTION	Based on Building and Safety Construction Valuation	
BUILDING RE-INSPECTION	\$153 per re-inspection	153.00
BUILDING PERMIT APPLICATION EXTENSION	\$99 per extension (maximum of 4)	99.00
BUILDING PERMIT EXTENSION	\$158 per extension (maximum of 2)	158.00
BUILDING PERMIT PRE-APPLICATION CONFERENCE	\$357 per application	357.00
BUILDING SINGLE TRADE PERMIT	\$173 per permit	173.00

PROPOSED FEE SCHEDULE EFFECTIVE JULY 1, 2025 - JUNE 30, 2026		Proposed Fee
ON-SITE DRIVEWAY PERMIT	\$415 per permit	415.00
SOLAR PLAN CHECK/INSPECTION PERMIT	Plan Check AND Inspection - \$473 plus \$15 per kW over 15kW (Per Assembly Bill 1414)	473.00
RE-ROOF PERMIT	\$273 per permit	273.00
BUILDING BOARD APPEAL	\$1,193 per appeal	1,193.00
DUPLICATE INSPECTION CARD	\$63 per card	63.00
BUILDING TECHNICAL ASSISTANCE	Charge the fully allocated hourly rate for all personnel involved after 15 minutes.	
STOP WORK INVESTIGATION	\$651 per investigation plus double all Building Permit fees	651.00
TEMPORARY CERTIFICATE OF OCCUPANCY	\$237 per application	237.00
ALTERNATE MATERIALS/METHODS REVIEW	\$231 per application plus actual cost of City Staff for all time over one hour.	231.00
BUILDING PHASED WORK REQUEST	\$331 per application	331.00
BUILDING TECHNOLOGY SURCHARGE	\$9 per permit	9.00
Bench Program		
NEW BENCH LOCATION	\$1,009 per application plus the actual cost of the bench and plaque (plus \$750 for future maintenance) plus \$2,005 if a public hearing is required.	1,009.00
ADOPTION OF EXISTING BENCH	\$399 per application plus the actual cost of the bench and plaque (plus \$750 for future maintenance) plus \$530 if a public hearing is required.	399.00
REPLACEMENT OF BENCH PLAQUE	\$515 per application plus the actual cost of the plaque plus \$530 if a public hearing is required.	515.00
Encroachment Permits		
TEMPORARY ENCROACHMENT PERMIT	\$362 per permit	362.00
STREET EXCAVATION	\$841 per permit, plus \$8.75/lineal foot of work being performed	841.00
PERMANENT ENCROACHMENT PERMIT	\$499 per permit plus \$8.75/lineal foot Plus cost of any damage to public right-of-way or street as determined by the Public Works Director Plus cost of and Design Study/Design Review as needed Plus cost of referral to City Council if needed.	499.00
TRAFFIC CONTROL PLAN REVIEW/INSPECTION	\$710 per review plus \$405 per each additional review	710.00
SIDEWALK VENDING PERMIT	\$469 per new applications	469.00
	\$231 per renewal	231.00
USE OF ONLINE ELECTRONIC PAYMENT - CP&B DEPARTMENT	3.5% OF CHARGED AMOUNT	
USE OF CREDIT CARD/ DEBIT CARD - CP&B DEPARTMENT	3.5% OF CHARGED AMOUNT	
PUBLIC WORKS/FORESTRY		
TREE EVALUATION	\$205 per application	205.00

PROPOSED FEE SCHEDULE EFFECTIVE JULY 1, 2025 - JUNE 30, 2026		Proposed Fee
TREE REMOVAL PERMIT - DEAD TREE	\$205 per permit	205.00
TREE REMOVAL PERMIT	\$698 per permit	698.00
TREE PRUNING PERMIT	\$268 per permit	268.00
APPEAL TO FOREST & BEACH COMMISSION	\$1,891 per appeal plus actual outside costs	1,891.00
APPEAL TO CITY COUNCIL	\$1,891 per appeal plus actual outside costs	1,891.00
REMOVAL OF PRIVATE TREE FALL IN PUBLIC RIGHT-OF-WAY	Charge the fully allocated hourly rate for all personnel involved plus any outside costs	
DAMAGE TO CITY PROPERTY	Charge the fully allocated hourly rate for all personnel involved plus any outside costs	
USE OF ONLINE ELECTRONIC PAYMENT- PUBLIC WORKS DEPT	3.5% OF CHARGED AMOUNT	
USE OF CREDIT CARD/ DEBIT CARD- PUBLIC WORKS DEPT	3.5% OF CHARGED AMOUNT	
PUBLIC SAFETY		
Police Services		
LOUD PARTY PUBLIC DISTURBANCE RESPONSE	First Response - No Charge	0.00
	Second Response the same day - \$229 per response	229.00
	Third Response within a calendar year - \$574 per response	574.00
POLICE FALSE ALARM RESPONSE	First Activation - \$115	115.00
	Second Activation - \$137	137.00
	Each Subsequent Activation in a calendar year - \$207	207.00
ALARM PERMIT	New - \$40 per permit	40.00
	Renewal - \$29 per permit	29.00
VEHICLE IMPOUND RELEASE	\$161 per vehicle	161.00
MISDEMEANOR BOOKING	Non-Carmel bookings - \$172 per booking	172.00
MISCELLANEOUS POLICE PERMIT	\$212 per application plus DOJ fees	212.00
FINGERPRINTING ON REQUEST	\$40 plus outside agency fees	40.00
CLEARANCE FORM TRAVEL LETTER	\$57 per letter	57.00
VIN VERIFICATION	\$57 per vehicle	57.00
CITATION SIGN-OFF	Non-Carmel citations - \$29 per citation	29.00
SIGN ABATEMENT	\$29 per sign	29.00
POLICE COURT WITNESS	Fees are set by the court	
POLICE REPORT COPY	1st 10 pages - No Charge, Each additional page - \$0.25	0.25
POLICE PHOTOGRAPH COPY	photo - \$6 per photo, digital - \$6 per disk	6.00
USE OF ONLINE ELECTRONIC PAYMENT	3.5% OF CHARGED AMOUNT	
USE OF CREDIT CARD/ DEBIT CARD	2.5% OF CHARGED AMOUNT	

PROPOSED FEE SCHEDULE EFFECTIVE JULY 1, 2025 - JUNE 30, 2026

**Proposed
Fee**

Animal Services

ANIMAL IMPOUND	Within a calendar year:	
	First impound - \$115	115.00
	Second impound - \$137	137.00
	Third and subsequent impounds - \$161	161.00
ANIMAL TRANSPORT	Local Transport - \$29 per transport	29.00
	To County Animal Shelter - \$104 per transport	104.00

Parking

RESIDENT/EMPLOYEE PARKING PERMIT	\$35 per permit	35.00
	\$127 Misuse of Residential Permit	127.00
CONTRACTOR PARKING PERMIT	\$18 non specific	18.00
	\$29 space specific	29.00
NORTON COURT PARKING GARAGE	\$2,520 annually per space, \$630 quarterly per space	2,520.00
USE OF ONLINE ELECTRONIC PAYMENT	3.5% OF CHARGED AMOUNT	

Fire Services

FIRE PLAN CHECK/ REVIEW/INSPECTIONS	Current fee schedule as adopted by City of Monterey Council	
USE OF ONLINE ELECTRONIC PAYMENT	3.5% OF CHARGED AMOUNT	
USE OF CREDIT CARD/ DEBIT CARD	2.5% OF CHARGED AMOUNT	
AMBULANCE TRANSPORT SERVICES	Current fee schedule as adopted by Monterey County ambulance transport	

ADMINISTRATIVE SERVICES

NEW BUSINESS REGISTRATION PROCESS	Fixed Location - \$356 per application + \$4 State fee	356.00
	In & About - \$24 per application + \$4 State fee	24.00
	Home License - \$150 per application	150.00
BUSINESS REGISTER RENEWAL PROCESS	\$18 per renewal	18.00
DUPLICATE BUSINESS LICENSE	\$11 per license	11.00
CHANGE BUSINESS NAME	\$24 per business	24.00
USE OF ONLINE ELECTRONIC PAYMENT	3.5% OF CHARGED AMOUNT	

Finance

NSF CHECK PROCESSING	\$46 per NSF check	46.00
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City Clerk

DOCUMENT REPRODUCTION/SCANNING	First 10 copies - No Charge	0.00
	Additional copies - \$0.25 per copy	0.25
	FPPC copies - \$0.15 per copy plus \$5 for retrieval of documents if more than five years old plus postage cost if mailed	0.15
ELECTRONIC FILE COPY	\$5 per device	6.00
DOCUMENT CERTIFICATION	\$11 per document	11.00
RECORD COMPILATION	Record Compilation/Creation - charge the fully allocated hourly rate for all personnel involved plus any outside costs.	

PROPOSED FEE SCHEDULE EFFECTIVE JULY 1, 2025 - JUNE 30, 2026		Proposed Fee
LOCAL CANDIDATE FILING	\$25 per candidate- Fee is set by the State	25.00
LOCAL INITIATIVE PROCESSING	\$200 per initiative- This fee is limited by the State Law - Elections Code Section 9202(b) - Fee is refundable to the filer, if within one year of filing the notice of intent, the elections official certifies the sufficiency of the petition.	200.00
USE OF ONLINE ELECTRONIC PAYMENT	3.5% OF CHARGED AMOUNT	
USE OF CREDIT CARD/ DEBIT CARD	2.5% OF CHARGED AMOUNT	
COMMUNITY ACTIVITIES		
BEACH SPECIAL EVENT PERMIT	Processing: Non-Profit/School - \$211 per permit	211.00
	Processing: Other - \$726 per permit	726.00
	Rental: Non-Profit/School - \$293 per rental plus \$500 refundable damage deposit	293.00
	Rental: Other - \$586 per rental plus \$500 refundable damage deposit	586.00
	Sounds Permit: Non-Profit/School - \$12 per permit	12.00
	Sounds Permit: Other - \$29 per permit	29.00
SPECIAL EVENT PERMIT	Processing: Non-Profit/School - \$211 per permit	211.00
	Processing: Other - \$726 per permit	726.00
	Rental: Non-Profit/School - \$293 per rental plus \$500 refundable damage deposit	293.00
	Rental: Other - \$586 per rental plus \$500 refundable damage deposit	586.00
	With Alcohol: Non-Profit/School - \$53 per permit	53.00
	With Alcohol: Other - \$211 per permit	211.00
	Sounds Permit: Non-Profit/School - \$12 per permit	12.00
SPECIAL EVENT OVERTIME SERVICES	Sounds Permit: Other - \$29 per permit	29.00
	Overtime Staff time: Non-Profit/School - Charge 25% of the fully allocated hourly rates for all personnel involved	
	Overtime Staff time: Other - Charge 100% of the fully allocated hourly rates for all personnel involved	
	Barricade Rental - \$1,171 Resident Block Party - No Charge	1,171.00
	Parking Stall Rental: Non-Profit/School - \$211 per permit plus \$100 per stall/day	211.00
	Parking Stall Rental: Other - \$861 per permit plus \$100 per stall/day	861.00
FILM PERMIT	Parking Stall Rental: Peak Demand Rental - \$200 per stall/day	
	Non-Profit/Student - \$129	129.00
	Other: Still Photo - \$328	328.00
COMMUNITY ACTIVITIES APPEAL	Other: Motion Picture - \$691	691.00
	867 per appeal	867.00
FACILITY RENTAL	\$29 per hour plus \$125 refundable cleaning deposit	29.00
USE OF ONLINE ELECTRONIC PAYMENT	3.5% OF CHARGED AMOUNT	
USE OF CREDIT CARD/ DEBIT CARD	2.5% OF CHARGED AMOUNT	
Library		
INTERLIBRARY LOAN PROCESSING	\$3 per item	3.00

PROPOSED FEE SCHEDULE EFFECTIVE JULY 1, 2025 - JUNE 30, 2026		Proposed Fee
LOST/DAMAGED MATERIALS PROCESSING	Actual cost of lost or damaged materials	
SELF SERVE LIBRARY COPYING	Black and White - \$0.20 per copy	0.20

FEE SCHEDULE EFFECTIVE AUGUST 5, 2024 - JUNE 30, 2025		Fee
COMMUNITY PLANNING & BUILDING		
Design Study and Review		
TRACK 1 DESIGN REVIEW/STUDY - MINOR	\$708 per application	708.00
TRACK 1 DESIGN REVIEW/STUDY - MAJOR	\$1,016 per application	1,016.00
TRACK 1 DESIGN REVIEW/STUDY - STREAMLINE	\$364 per application	364.00
TRACK 1 DESIGN REVIEW/STUDY - REFERRAL TO PLANNING COMMISSION	\$1,831 per application in addition to the base Track 1 fee Attachment 3	1,831.00
TRACK 1 DESIGN REVIEW/STUDY - REFERRAL TO HISTORIC RESOURCES BOARD	\$1,831 per application in addition to the base Track 1 fee	1,831.00
TRACK 2 DESIGN REVIEW - MINOR	\$4,012 per application	4,012.00
TRACK 2 DESIGN REVIEW - MAJOR	\$6,089 per application	6,089.00
TRACK 2 DESIGN REVIEW - MAJOR, NEW COMMERCIAL BUILDING	\$2,904 per application plus a deposit determined by staff with charges at the fully allocated hourly rates for Project Planner	2,904.00
PRELIMINARY SITE ASSESSMENT	\$1,534 per application	1,534.00
REASONABLE ACCOMMODATION	\$200 per application plus fee for associated Design Study/Design Review as applicable	200.00
VOLUMETRIC ANALYSIS	\$139 per application plus \$1,500 deposit with charges at the fully allocated hourly rates plus any outside costs	139.00
Use Permit and Other Services		
USE PERMIT	\$3,140 per application	3,140.00
USE PERMIT AMENDMENT	\$2,837 per application	2,837.00
TEMPORARY USE PERMIT	\$169 per application	169.00
RESTRICTED COMMERCIAL USE TRANSFER REQUEST	\$580 per application	580.00
WATER CREDIT TRANSFER REQUEST	\$3,181 per application	3,181.00
VARIANCE	\$1,837 per application	1,837.00
PRELIMINARY APPLICATION REVIEW - STAFF	\$1,400 per application with 50% of this fee credited towards future planning fees for this project	1,400.00
PRELIMINARY APPLICATION REVIEW - PUBLIC HEARING (PLANNING COMMISSION, CITY COUNCIL, ETC.)	\$3,848 per application with 50% of this fee credited towards future planning fees for this project	3,848.00
COASTAL DEVELOPMENT PERMIT - DEVELOPMENT	\$180 per application - Added to other Planning fees	180.00
COASTAL DEVELOPMENT PERMIT - EVENT	\$759 per application	759.00
LANDSCAPE PLAN CHECK/INSPECTION	\$708 per plan/inspection	708.00
PLANNING TECHNICAL ASSISTANCE	Charge the fully allocated hourly rate for all personnel involved after 15 minutes.	
TOBACCO RETAIL LICENSE	Current fee as adopted by the Monterey County Board of Supervisors	
EXTRAORDINARY DEVELOPMENT	Deposit amount TBD based on scope of project, with charges at the fully allocated hourly rates plus any outside costs	
Amendments, Annexations and Agreements		
SPECIFIC PLAN/SPECIFIC PLAN AMENDMENT GENERAL PLAN AMENDMENT SPHERE OF INFLUENCE AMENDMENT ZONING CODE AMENDMENT	\$5,130 deposit with charges at the fully allocated hourly rates plus outside costs	5,130.00
ANNEXATION DEVELOPMENT AGREEMENT	\$10,260 deposit with charges at the fully allocated hourly rates plus outside costs	10,260.00
Environmental Review Maps and Lot Lines		
ENVIRONMENTAL REVIEW (IS/ND/EIR)	Contract cost plus 10%	
FILING ENVIRONMENTAL NOTICE OF EXEMPTION	\$508 per application plus associated Monterey County fees	508.00
MITIGATION MONITORING	\$3,078 deposit with charges at the fully allocated hourly rates plus outside costs	3,078.00
TENTATIVE/FINAL MAP	\$4,104 deposit with charges at the fully allocated hourly rates plus any outside costs	4,104.00
AMENDED FINAL MAP	\$1,026 deposit with charges at the fully allocated hourly rates plus any outside costs	1,026.00
CERTIFICATE OF COMPLIANCE	\$770 per application plus actual contract cost	770.00
LOT LINE ADJUSTMENT/SUBDIV - PLANNING COMMISSION	\$1,082 per application plus actual contract cost	1,082.00
LOT MERGER	\$877 per application plus actual contract cost	877.00
Historic Evaluation		

FEE SCHEDULE EFFECTIVE AUGUST 5, 2024 - JUNE 30, 2025		Fee
PRELIMINARY PHASE 1 - INITIAL ASSESSMENT OF HISTORIC SIGNIFICANCE	\$318 per application	318.00
PHASE 1 - HISTORIC EVALUATION	\$416 per application plus actual cost for Historian review with \$1,500 deposit	416.00
PHASE 2 - HISTORIC EVALUATION (INCLUDES HISTORIC RESOURCES BOARD HEARING)	\$2,093 per application plus actual cost for Historian review with \$1,500 deposit	2,093.00
APPEAL TO HISTORIC RESOURCES BOARD	\$1,539 per application plus actual cost for Historian review with \$1,500 deposit	1,539.00
MILLS ACT CONTRACT APPLICATION	\$3,519 per application plus actual cost to record contract with County of Monterey	3,519.00
MILLS ACT MAINTENANCE PLAN REVIEW	\$1,026 deposit with charges at the fully allocated hourly rates plus any outside costs for qualified professional to review plan	1,026.00
MILLS ACT 5-YEAR INSPECTION	\$513 deposit with charges at the fully allocated hourly rates plus any outside costs for qualified professional	513.00
MILLS ACT 10-YEAR MAINTENANCE PLAN REVIEW	\$1,026 deposit with charges at the fully allocated hourly rates plus any outside costs for qualified professional to review plan	1,026.00
Determinations, Extensions and Appeals		
PLANNING COMMISSION CODE DETERMINATION	\$1,785 per application	1,785.00
ZONING COMPLIANCE DETERMINATION	Charge the fully allocated hourly rates for all personnel involved with a one-hour minimum	
PERMIT TIME EXTENSION - STAFF	\$410 per application	410.00
PERMIT TIME EXTENSION - PLANNING COMMISSION	\$1,180 per application	1,108.00
PERMIT TIME EXTENSION - CITY COUNCIL	\$1,072 per application	1,072.00
PUBLIC HEARING CONTINUANCE - PLANNING COMMISSION	\$852 per continuance	852.00
PUBLIC HEARING CONTINUANCE - COUNCIL	\$857 per continuance	857.00
APPEAL TO PLANNING COMMISSION	\$1,996 per appeal - No charge for appeals of Coastal Development Permits (CDPs) within the Coastal Commission Appeal Jurisdiction (CMC 17.20.140)	1,996.00
APPEAL TO CITY COUNCIL	\$2,139 per appeal - No charge for appeals of Coastal Development Permits (CDPs) within the Coastal Commission Appeal Jurisdiction (CMC 17.20.140)	2,139.00
Sign and Banners		
SIGN APPLICATION	\$462 per application	462.00
SIGN REFERRAL TO PLANNING COMMISSION	\$1,544 per application	1,544.00
RELOCATE EXISTING SIGN	\$246 per application	246.00
TEMPORARY SIGN PERMIT	No permit fee required	0.00
BANNER APPLICATION	\$0 per application; applicant bears the fully burdened cost of installation through City-approved third-party vendors	
Building Services		
BUILDING RELOCATION	Deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs	
LARGE FAMILY DAY CARE (RESIDENTIAL)	\$2,380 per application	2,380.00
GENERAL PLAN UPDATE	3.5% of all Building & Safety permits	
BUILDING PLAN CHECK	Based on Building and Safety Construction Valuation	
BUILDING INSPECTION	Based on Building and Safety Construction Valuation	
BUILDING RE-INSPECTION	\$149 per re-inspection	149.00
BUILDING PERMIT APPLICATION EXTENSION	\$97 per extension (maximum of 4)	97.00
BUILDING PERMIT EXTENSION	\$154 per extension (maximum of 2)	154.00
BUILDING PERMIT PRE-APPLICATION CONFERENCE	\$349 per application	349.00
BUILDING SINGLE TRADE PERMIT	\$169 per permit	169.00
ON-SITE DRIVEWAY PERMIT	\$405 per permit	405.00
SOLAR PLAN CHECK/INSPECTION PERMIT	Plan Check AND Inspection - \$462 plus \$15 per kW over 15kW (Per Assembly Bill 1414)	462.00
RE-ROOF PERMIT	\$267 per permit	267.00
BUILDING BOARD APPEAL	\$1,165 per appeal	1,165.00
DUPLICATE INSPECTION CARD	\$62 per card	62.00
BUILDING TECHNICAL ASSISTANCE	Charge the fully allocated hourly rate for all personnel involved after 15 minutes.	
STOP WORK INVESTIGATION	\$636 per investigation plus double all Building Permit fees	636.00
TEMPORARY CERTIFICATE OF OCCUPANCY	\$231 per application	231.00
ALTERNATE MATERIALS/METHODS REVIEW	\$226 per application plus actual cost of City Staff for all time over one hour	226.00
BUILDING PHASED WORK REQUEST	\$323 per application	323.00

FEE SCHEDULE EFFECTIVE AUGUST 5, 2024 - JUNE 30, 2025		Fee
BUILDING TECHNOLOGY SURCHARGE	\$8 per permit	8.00
Bench Program		
NEW BENCH LOCATION	\$985 per application plus the actual cost of the bench and plaque (plus \$750 for future maintenance) plus \$2,005 if a public hearing is required	985.00
ADOPTION OF EXISTING BENCH	\$390 per application plus the actual cost of the plaque (plus \$750 for future maintenance) plus \$530 if a public hearing is required	390.00
REPLACEMENT OF BENCH PLAQUE	\$503 per application plus the actual cost of the plaque plus \$530 if a public hearing is required	503.00
Encroachment Permits Attachment 3		
TEMPORARY ENCROACHMENT PERMIT	\$354 per permit	354.00
STREET EXCAVATION	\$821 per permit plus \$8.75/linear foot of work being performed	821.00
PERMANENT ENCROACHMENT PERMIT	\$487 per permit plus \$8.75/linear foot Plus cost of any damage to public right-of-way or street as determined by the Public Works Director Plus cost of Design Study/Design Review as needed Plus cost of referral to City Council if needed	487.00
TRAFFIC CONTROL PLAN REVIEW/INSPECTION	\$693 per review plus \$405 per each additional review	693.00
SIDEWALK VENDING PERMIT	\$458 per new application	458.00
	\$226 per renewal	226.00
USE OF ONLINE ELECTRONIC PAYMENT - CP&B DEPARTMENT	3.5% OF CHARGED AMOUNT	
USE OF CREDIT/DEBIT CARD - CP&B DEPARTMENT	3.5% OF CHARGED AMOUNT	
PUBLIC WORKS/FORESTRY		
TREE EVALUATION	\$200 per application	200.00
TREE REMOVAL PERMIT - DEAD TREE	\$200 per permit	200.00
TREE REMOVAL PERMIT	\$682 per permit	682.00
TREE PRUNING PERMIT	\$262 per permit	262.00
PRUNING OR REMOVAL OF CITY TREE USING PRIVATE FUNDS UNDER CITY FORESTER INSTRUCTIONS	No permit fee required	0.00
APPEAL TO FOREST & BEACH COMMISSION	\$1,847 per appeal plus actual outside costs	1,847.00
APPEAL TO CITY COUNCIL	\$1,847 per appeal plus actual outside costs	1,847.00
REMOVAL OF PRIVATE TREE FALL IN PUBLIC RIGHT-OF-WAY	Charge the fully allocated hourly rate for all personnel involved plus any outside costs	
DAMAGE TO CITY PROPERTY	Charge the fully allocated hourly rate for all personnel involved plus any outside costs	
USE OF ONLINE ELECTRONIC PAYMENT - PUBLIC WORKS DEPT	3.5% OF CHARGED AMOUNT	
USE OF CREDIT/DEBIT CARD - PUBLIC WORKS DEPT	3.5% OF CHARGED AMOUNT	
PUBLIC SAFETY		
Police Services		
LOUD PARTY PUBLIC DISTURBANCE RESPONSE	First Response - No Charge	0.00
	Second Response the same day - \$224 per response	224.00
	Third Response within a calendar year - \$561 per response	561.00
POLICE FALSE ALARM RESPONSE	First Activation - \$112	112.00
	Second Activation - \$134	134.00
	Each Subsequent Activation in a calendar year - \$202	202.00
ALARM PERMIT	New - \$39 per permit	39.00
	Renewal - \$28 per permit	28.00
VEHICLE IMPOUND RELEASE	\$157 per vehicle	157.00
MISDEMEANOR BOOKING	Non-Carmel bookings - \$168 per booking	168.00
MISCELLANEOUS POLICE PERMIT	\$207 per application plus DOJ fees	207.00
FINGERPRINTING ON REQUEST	\$39 plus outside agency fees	39.00
CLEARANCE FORM TRAVEL LETTER	\$56 per letter	56.00
VIN VERIFICATION	\$56 per vehicle	56.00

FEE SCHEDULE EFFECTIVE AUGUST 5, 2024 - JUNE 30, 2025		Fee
CITATION SIGN-OFF	Non-Carmel citations - \$28 per citation	28.00
SIGN ABATEMENT	\$28 per sign	28.00
POLICE COURT WITNESS	Fees are set by the court	
POLICE REPORT COPY	First 10 pages - No Charge. Each additional page - \$0.20.	0.20
POLICE PHOTOGRAPH COPY	Photo - \$5 per photo. Digital - \$5 per disk.	5.00
Animal Services		
ANIMAL IMPOUND	Within a calendar year:	
	First impound - \$112	112.00
	Second impound - \$134	134.00
	Third and subsequent impounds - \$157	157.00
ANIMAL TRANSPORT	Local Transport - \$28 per transport	28.00
	To County Animal Shelter - \$102 per transport	102.00
Parking		
RESIDENT/EMPLOYEE PARKING PERMIT	\$34 per permit	34.00
	\$124 Misuse of Residential Permit	124.00
CONTRACTOR PARKING PERMIT	\$17 non-specific	17.00
	\$28 space-specific	28.00
NORTON COURT PARKING GARAGE	\$2,460 annually per space, \$615 quarterly per space	2,460.00
Fire Services		
FIRE PLAN CHECK/ REVIEW/INSPECTIONS	Current fee schedule as adopted by City of Monterey Council	
USE OF CREDIT/DEBIT CARD - PUBLIC SAFETY DEPTS	2.5% OF CHARGED AMOUNT	
ADMINISTRATIVE SERVICES		
NEW BUSINESS LICENSE/REGISTRATION PROCESS	Fixed Location - \$348 per application + \$4 State fee (\$352)	348.00
	In-and-Out - \$23 per application + \$4 State fee (\$27)	23.00
	Home Occupation - \$146 per application + \$4 State fee (\$150)	146.00
BUSINESS LICENSE RENEWAL PROCESS	\$17 per renewal	17.00
DUPLICATE BUSINESS LICENSE	\$10 per license	10.00
CHANGE BUSINESS NAME	\$23 per business	23.00
Finance		
NSF CHECK PROCESSING	\$45 per NSF check	45.00
City Clerk		
DOCUMENT REPRODUCTION/SCANNING	First 10 copies - No Charge	0.00
	Additional copies - \$0.20 per copy	0.20
	FPPC copies - \$0.10 per copy plus \$5 for retrieval of documents if more than five years old plus postage cost if mailed	0.10
ELECTRONIC FILE COPY	\$5 per device	5.00
DOCUMENT CERTIFICATION	\$10 per document	10.00
RECORD COMPILATION	Record Compilation/Creation - charge the fully allocated hourly rate for all personnel involved plus any outside costs.	
LOCAL CANDIDATE FILING	\$25 per candidate. Fee is set by the State.	25.00
LOCAL INITIATIVE PROCESSING	\$200 per initiative. This fee is limited by the State Law, Elections Code Section 9202(b). Fee is refundable to the filer, if within one year of filing the notice of intent, the elections official certifies the sufficiency of the petition.	200.00
USE OF CREDIT/DEBIT CARD - ADMINISTRATION DEPT	2.5% OF CHARGED AMOUNT	



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

May 6, 2025
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Jayme Fields, Finance Manager
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Receive the Fiscal Year 2025-2026 Recommended Budget (Estimated time - 60 min)

RECOMMENDATION:

Receive the Fiscal Year 2025-2026 Recommended Budget.

BACKGROUND/SUMMARY:

Assumptions and Proposed Policy Changes

In early 2025, the Financial Stewardship Workgroup (FSW) was stood up by the Council to work with staff through the creation of the FY25/26 budget (**Attachment 1**). As a product of those meetings this draft budget represents a notable change in how it was constructed, including revenue and expense assumptions, salary projections, and even the application of potentially new financial policies that are being proposed this year. The following section is intended to give Council an overview of these assumptions before being presented with the budget numbers, and the associated challenges that will need consideration.

Modified Assumptions

In collaboration with the FSW, this year's budget was derived through some modified assumptions from previous years:

- Projected Salaries: In previous years, salary costs were projected with the assumption of the position being compensated at the top step. While this was accurate for some, there are employees who will not reach their top step even with an annual COLA increase. This provided some "salary savings" in the overall budget. This assumption has been changed to project each employee at the salary step they will achieve in FY25/26. The ramification of this change is that there will not be salary savings available during the year if unexpected expenses arise.

- Vacant Positions: In previous years, vacant positions were budgeted as if they would all be filled on the first day of the new fiscal year. This added to the salary savings in the budget, but also allowed HR to move as quickly as possible to fill positions. This assumption has been changed, to estimate that the +/- 10 vacant positions will not be filled and receiving a paycheck for 3 to 4 months, thereby reducing the cost of labor. The ramification of this, is that if recruitments are able to move faster, some salaries will be over the budgeted amount.
- TOT Revenue: In previous years, TOT was budgeted based off of the previous year's budgeted amount (not actuals). This was a conservative approach, as regularly the TOT actual amounts came in above budget. This year, the TOT assumption was based off FY24/25 projected actual, with a 2% decrease based on projections in the hospitality industry. The ramification of this change is that our revenue assumptions are no longer conservative. In other words, the City is much less likely to see more revenue than expected and will be more susceptible to volatility in the travel industry. This is important, as TOT is one of the three "legs" of the City's revenue "stool".
- Sales and Use Taxes: In previous years, the City has budgeted for increases in sales and use taxes consistent with the Consumer Price Index (CPI). This has given the City a steady and reliable income stream. This year, based on advice from the City's professional sales tax consultant, our sales and use taxes are still projected to increase, but below CPI. The reason for this adjustment, is based on data showing that Carmel-by-the-Sea is one of the only cities in the region than expect to see any increase in these taxes. Most surrounding agencies are projecting a loss in sales and use tax revenues in FY25/26. The ramification of this assumption, is that effectively another one of the "legs" of the city's revenue "stool" will be shorter than it has been in previous years

Proposed New Policies

Staff and the FSW are suggesting some new budget policies. A separate report has been prepared and is being considered by Council at this meeting with all of the suggested policy changes, but the following are the key ones to consider when receiving the draft FY25/26 Budget:

- 90%/10% Revenue Split: One recommended policy, which would act as a foundational structure for the overall budget, is aspiring to fund Operational Expenses and Capital Expenses wholly from the City's projected revenues at a split of 90% and 10%, respectively. In other words, if the projected revenues were \$30 Million, then the goal for that year's Operating Expenses would be \$27 Million, and Capital Expenses would be \$3 Million. The ramifications of this policy would be that each year, if operating or capital expenses are projected to outpace their allocation of revenue, Council will need to consider things like cutting expenses, finding additional revenue sources or deciding to not meet the policy goal and pull from fund balance. In essence, this becomes a forcing factor each year. As a policy, this 90/10 split is recommended to be aspirational, so that the City can work towards reaching it more consistently each year.
- CIP Project Carry-Over: Previously, at the end of a fiscal year, any CIP projects that were not complete, but would continue the following year, had all of the associated revenue pulled away, and placed in fund balance. Then, these funds would be reallocated in the following year's budget to the project. This practice effectively created a break in the financial tracking for the project and made the total CIP cost somewhat inaccurate since it included funding that was appropriated in the prior year. This proposed changed allows an approved CIP project to would live on in the financials, carrying over each year with its funding intact. The ramification of this change is that each year the CIP budget

will be more reflective of what new funds are actually needed to do a project. In addition, this multi-year approach will allow for better and more accurate tracking of each project's budget.

The Draft FY25/26 Budget

In accordance with Carmel Municipal Code Section 3.06.020, prior to the beginning of each fiscal year, the City Administrator shall prepare and submit to the City Council a proposed operating and capital budget for the forthcoming fiscal year. The proposed budget, referred to as the Fiscal Year 2025-2026 (FY 25-26) Recommended Budget of \$43.2 million is submitted for Council's consideration.

- The proposed expenditures total \$43.2 million and include the General Fund operating budget (\$32.1 million), debt service (\$509,100), pension unfunded liability (\$2.7 million), and capital budget (\$7.9 million).
- The proposed revenues total \$34.7 million include property taxes (\$9.2 million), sales tax (\$10.4 million), transient occupancy tax (\$9.1 million), and other revenue (\$6.0 million).
- The FY 25-26 Recommended Budget requires the use of \$9.3 million in prior years' fund balance in order to balance, unless additional reductions are made.
- This means that the budget is balanced, but it requires tapping into the City's unassigned fund balance.

FY25-26 Recommended Revenues	\$34,714,265
General Fund Operating Expenditures	28,626,319
Debt Service Expenditures	509,100
Pension Unfunded Liability Mitigation Expenditures	2,708,158
Capital Outlay Expenditures	7,894,000
FY25-26 Recommended Expenditures	\$39,737,577

Note, Capital Outlay Expenditures above are for new projects and do not include \$3,460,000 of projects that have not been completed and are being carried over from the 2024-2025 fiscal year.

The current total fund balance is estimated to end the FY 24-25 at \$42 million which includes all restricted, reserved and unassigned funds. The City Council has the authority to tap into the unassigned fund balance, which makes up \$22 million of that total.

Financial Stewardship Workgroup (FSW)

The FSW and City staff have been working together to analyze budget assumptions and forecast operating returns. It has been a very fruitful collaboration, and will continue to serve the City well. We have learned that there is a high degree of uncertainty across taxing agencies for the coming year and tourism industry

groups are forecasting declines. Thus, for the primary revenues of the City of Carmel by the Sea, the budget assumes minimal growth in property and sales taxes, and a decrease in transient occupancy taxes.

Likewise, operating costs have been closely scrutinized by Administration and the FSW. Throughout the City's operations, several projects have been put on hold and current operating levels have been being scrutinized. Even with these changes, operating costs (including increasing pension contributions) are exceeding revenue forecasts in the coming fiscal year.

In other words, the FSW and staff have worked closely to "trim the fat" and scrutinize every aspect of the City's budget to not only more precisely budget expenses and revenues, but also to look at assumptions and what the fiscal future might hold for the City.

As a result of these efforts, the budgeted amounts for revenue and operating expenses have very little room for uncertainty, and any significant changes caused by unforeseen circumstances will need to be brought back to the City Council. Although the City is able to prepare a balanced budget, it once again requires the use of unassigned fund balance, which may not be a sustainable tactic into the future.

With that in mind, Council should also consider one of the proposed policies introduced earlier in this report – the aspirational goal of a 90%/10% split of revenue. If this policy were to be implemented this year, the City would not meet the goal without further modifications. As the budget stands right now, operating expenses would need to be reduced by \$601,000 dollars in order to meet the goal (or revenues increased). On the other hand, the City could still implement this new goal, but lean on the fact that it is aspirational and get as close as possible this year while continuing to work towards a 90/10 split over future budget years.

The following table shows how the City's current draft FY25/26 budget would hold up against the proposed 90/10 split policy:

	Actual <u>Expenditures</u>	% of <u>Revenue</u>	Excess <u>Expenditures</u>
Operating Expenditures (Shall not exceed 90% of revenues)	31,844,000	92%	601,000
CIP (Shall be a minimum of 10% of revenues)	7,894,000	23%	4,423,000

If the Council wishes to adopt this new aspirational policy goal of a 90/10 split of revenue, and wishes to make significant operational changes to fully meet the target in the first year, the following options could be considered to cut \$601,000 from the budget:

- The City could enact a hiring freeze for the coming year, as the operations of all the departments are analyzed. Each staffing need would be assessed on an individual basis during the coming year. **This option could reduce operational expenses by as much as \$996,000.**
- Rather than freezing all positions, the City could hold or eliminate budgeted positions not yet filled in specific departments, for example:
 - o Public Works: The second Project Manager, the additional Tree Permit Technician, Maintenance Worker, and the Assistant City Forester. **This option could reduce**

operational expenses by approximately \$625K

o Planning: Principal Planner **This option could reduce operational expenses by approximately \$215K**

- The City could reduce the days/hours of library service as this is not a required service for public safety **This option could reduce operational expenses by approximately \$50K**
- The City could eliminate the Community Service Grant Program. **This option could reduce operational expenses by approximately \$40K**
- The City could put on a fewer or no community activities in FY25/26 **This option could reduce operational expenses up to approximately \$300K**

Looking back over previous years, and applying this proposed 90/10 policy measure, it highlights a trend of Operating Expenditures eclipsing 90% of Revenues that has existed for a number of years.

Fiscal Year	2022-2023	2023-2024	2024-2025	2025-2026
Total Revenues	30,331,500	30,927,502	31,431,249	34,714,265
Total Operating Expenditures	27,397,842	29,937,227	31,308,044	31,843,577
Operating Expenditures as a % of Revenue	90%	97%	100%	92%
Policy limit of 90%	27,298,350	27,834,752	28,288,124	31,242,839
Operating Expenditures in excess of 90% of Revenue	99,492	2,102,475	3,019,920	600,739

In future years, contract obligations and pressure from vendors will potentially result in greater shortfalls. Whether or not a hiring freeze or any of these other expense reductions are enacted, the City Administration will be exploring additional measures over the coming years to help move closer to this goal of a 90/10 split, including:

- Exploring opportunities to increase fees by performing an operations study which will potentially identify necessary increases to fees as well as more effective fee collection strategies.
- Reducing the costs of ongoing contract services
- Researching other more permanent revenue opportunities with the FSW
- Continue to explore grant opportunities

At this time, CIP expenditures are able to be funded from previously set-aside fund balance. Regardless of whether the 90/10 policy is adopted by Council, it is critical to note that in future years, that fund balance will have been utilized and the CIP budget will be limited to the amount of revenues that is available after expenditures for operations.

Next Steps

Staff will provide a brief overview of the budget as part of the May 6, 2025 Council meeting. In addition, a budget workshop is scheduled for May 21, 2025. Staff will present a detailed review of the budget during the forthcoming workshop, present responses to any questions that staff may receive in advance of the meeting, and receive preliminary direction from Council on the budget. This direction will be incorporated into the FY 25-26 Recommended Budget, which will be considered for adoption by Council on June 3, 2025.

FISCAL IMPACT:

There is no fiscal impact associated with receiving the FY 25-26 Recommended Budget. Forthcoming direction by Council may change the planned expenditures in Fiscal Year 25-26.

PRIOR CITY COUNCIL ACTION:

Council participated in a Priorities Workshop on February 27, 2025 and received a presentation regarding the Five-Year Forecast and CIP on March 24, 2025.

ATTACHMENTS:

Attachment 1) FY25-26 Recommended Budget Book



Fiscal Year 2025-2026

RECOMMENDED BUDGET

CITY OF CARMEL-BY-THE-SEA



CITY OF CARMEL-BY-THE-SEA
P.O. BOX CC, CARMEL-BY-THE-SEA, CA 93921
T: (831) 620-2000
www.ci.carmel.ca.us

CITY LEADERSHIP



DALE BYRNE,
MAYOR



BOB DELVES,
MAYOR PRO TEMPORE



JEFF BARON,
COUNCILMEMBER



HANS BUDER,
COUNCILMEMBER



ALISSANDRA DRAMOV,
COUNCILMEMBER



CHIP RERIG,
CITY ADMINISTRATOR

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INTRODUCTION

BUDGET MESSAGE

Honorable Mayor Byrne, City Councilmembers, and Residents of Carmel-by-the-Sea:

In accordance with Carmel Municipal Code Section 3.06.020, I present the City's operating and capital budget for the fiscal year 2025-2026 ("FY 25-26") with tentative adoption on June 3, 2025. This budget reflects a conservative view of revenues in the face of increased economic uncertainties while continuing to maintain service levels at those of prior years. During the year, City has invested significant resources addressing high interest community projects such as the General Plan Housing Element, the Police Station Project and tree maintenance throughout the City, and there is more work to be done. This work is reflected in the proposed budget. Please allow me to reinforce that we have a strong and dedicated workforce, and unparalleled leadership from the City Council combined with an impassioned and solutions-oriented citizenry.

The Operating Budget serves as a policy document, financial plan, operations guide, and communications device. It is a living document that reflects the City Council's strategic goals and objectives and provides a framework to meet future challenges such as rising operational costs and limited growth in revenues.

As we move forward and plan to implement the Fiscal Year 25-26 operating budget in the upcoming year, it is important to take into consideration the various factors that impact our financial health at the global, national, State, and local levels.

At the global level, we continue to face economic uncertainty and instability due to high interest rates, changes in leisure travel patterns, market distress, and volatility in financial markets. Ambiguity in national public policy leads to delays and curtailment in capital investment. Tariff impositions fluctuate daily, often lacking specificity. Other sources of volatility include global events, inflation concerns, and potential reductions in the Fed Funds rate. Pressures on the consumer result in prioritized day-to-day expenditures which erode discretionary spending due to weakened consumer confidence. We would be wise to anticipate and prepare for potential impacts on the City's financial situation.

At the national level, the personal savings have decreased from roughly 5.4% in February of 2024 to 4.6% in February of 2025. This trend could add to a greater sell-off of investments and potentially steep market declines. Helping to hold this trend in check, home prices on the national level remain strong but could be overvalued.

At the state level, California faces its own set of challenges. The state has a large and diverse economy, but it also has a high cost of living and a significant homeless population. The state's budget is also impacted by various factors such as natural disasters, healthcare costs, and public education funding. Very recently, the Governor has signaled the need to

make cuts to the State Budget, which could impact grant funding anticipated to be received by local governments like ours.

At the local level, Monterey County is no exception to its own set of challenges: aging infrastructure, affordable housing shortage, and rising healthcare costs. Our County-wide tourism industry continues to remain below pre-COVID levels. The City's three major sources of General Fund revenue (Property Tax, Sales and Use Tax and Transient Occupancy Tax) continue to increase, but only slightly as economic factors and international relations make for uncertainty. This trend has led to a flattening of occupancy in our hotels, running at a 66% annual occupancy rate over the past three fiscal years. It is also worth noting that as Highway 1 through Big Sur is routinely impacted by natural disaster events, we will continue to see less visitor trade and traffic coming up along the coast from the L.A. area and bringing important visitor dollars to the Peninsula

The factors identified above may reflect a monetary tightening that could impact the City's revenue pillars into the future. As such, we approached our budget planning with an understanding of these factors and their potential impacts on our financial health. This budget is a thoughtful representation working together internally and with the community to identify areas where we can maintain costs at status quo, and where there may be room to cautiously spend budgetary dollars to enhance services for the Village. Given trends though, the City needs to begin to explore the need for additional sources of revenue to maintain our financial stability or adopt a position of significantly reducing costs in future fiscal years.

The adopted budget is not operationally balanced, meaning the total projected incoming revenue does not fully compensate for our projected expenditures. The budget is, however, structurally balanced – balanced by strategically using “unrestricted fund balance”. As discussed at the budget hearings, “unrestricted fund balance” is different than our “restricted fund balance” and “reserved fund balance”. The “unrestricted fund balance” is not required to be set aside or used for a specific purpose each year, since it comes from revenue that was not spent over past fiscal years as planned (e.g.: unspent Capital Improvement Program dollars or increased revenues received). The use of these “unrestricted fund balance” dollars makes it possible to address the past and current direction of Council, which is to maintain core services, invest heavily in deferred infrastructure maintenance, natural resource management and community character. We are fortunate to have an available “unrestricted fund balance”, accumulated through the prudent budgeting in past years, to close the gap in revenue that we are forecasting. In total, the funds needed to structurally balance the budget equal \$5,023,312. Using this amount will consume roughly 22% of our current year operational reserve and unassigned fund balances, the remainder of which will continue to be saved.

STAFFING

After an increase in the previous Fiscal Year, we will see a small decrease in the number of City staff. This will be accomplished in part by a restructuring of some existing positions to meet the changing operational needs of the City and to respond to the City Council and Community's desires for additional services. In total in the FY25-26 budget, it appears that only .75 FTE is being eliminated from the entire workforce, but this number does not reflect the full story. The budget adds two Police Officers, while shifting hours and responsibilities offset these increases with 0.5 and 2.25 reductions to the staffing in Community Activities and the Library as previously unfilled position are eliminated. Within other areas of the City, currently vacant positions in Finance, Planning, Police, Project Management and Forestry and Beach are budgeted to remain unfilled for several months in the 2025-2026 fiscal year. While the total number of FTEs has remained relatively unchanged, the net result of these changes is an increase in salary expense as compensation for the new positions exceeds the positions eliminated.

CAPITAL IMPROVEMENT AND MAINTENANCE

Capital Improvement Projects

In its Priorities Workshop on February 27, 2025, and again on March 24, 2025, the City Council reviewed the FY 25-26 Capital Improvement Plan. Comprised of 32 CIP projects and 9 Vehicle and Equipment projects, the combined total CIP investment for new projects would be \$6,684,000 – a figure that includes both internal and external funding. Capital projects included in the adopted budget consist of rehabilitation of City facilities, sidewalk and street improvements, enhanced public safety, Citywide ADA improvements, and protection and preservation of the natural environment. More generally speaking, the FY 25-26 budget recognizes the importance of investing in our “green” infrastructure (Mission Trails Nature Preserve, Sand Ramp at Eighth Avenue, Scenic Pathway and Shoreline Repairs, forest maintenance, etc.) and includes funding for continuation of the Paving project, Library Master planning, and improvements at Sunset Center, Forest Theatre and other City facilities.

Vehicle & Equipment Fund

The total vehicle acquisition costs for FY 25-26 are budgeted at \$1,210,000, including the cost of new ambulance as well as other vehicles. These expenditures exceed the City's annual replacement reserve target of 10% or approximately \$500,000. The City will continue to maintain the Vehicle & Equipment replacement reserve at 10% of the estimated replacement value of the City's vehicles and equipment, adjusted annually based on CPI.

FISCAL YEAR 25/26 BUDGET AT A GLANCE

FY25-26 Recommended Revenues	\$34,714,265
General Fund Operating Expenditures	28,626,319
Debt Service Expenditures	509,100
Pension Unfunded Liability Mitigation Expenditures	2,708,158
Capital Outlay Expenditures	7,894,000
FY25-26 Recommended Expenditures	\$39,737,577
Use of Fund Balance for Capital Projects	\$5,023,312
Funded Full Time Equivalent (FTE) positions	96.50

Many of you know the level of respect I have for the lessons one can learn by studying the past. And while much of my message may seem dour, history teaches us that economic cycles are intrinsic to local government. Consequently, as clear as I can be about the likelihood of an unavoidable future down cycle in two of our three major revenue pillars, I am equally as confident about the inevitable upcycle to follow. The budget I am presenting is not intended to be irrepressibly contrarian; it is meant to be cautious and realistic. In the long term, I remain bullish, and indeed optimistic about our future.

My profound thanks to my department heads, and especially our Finance Division team, for developing a budget that is realistic given the realities that we are facing. I look forward to Council's leadership and guidance as we balance fiscal sustainability with the need to fund projects and services for our community.

Respectfully submitted,

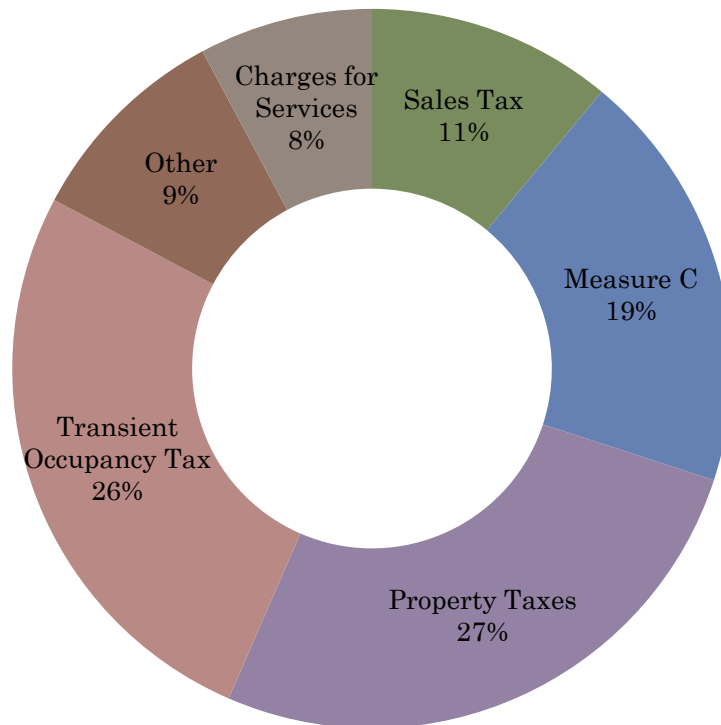


Chip Rerig
City Administrator

REVENUE

The FY 25-26 Budget includes \$34.7 million in estimated new revenue. As illustrated in the chart below, statewide sales tax (Sales Tax) and local Measure C district tax, contribute 30% and is the largest City revenue source. This reveals the importance and impact of the voter approved of Measure C in 2020. Property Tax reflects its customary stable growth accounting for 27% of the budgeted revenue. Hotel Tax (TOT) remains at 26% of budgeted revenue, followed by Other Revenues and Charges for Services combined at 17%.

FY 25-26 Citywide Revenue Sources



Source	Budget
Property Taxes	\$9,198,405
Sales Tax	3,828,119
Measure C	6,595,056
Other	3,272,484
Charges for Services	2,711,085
Transient Occupancy Tax	9,109,116
Total	\$34,714,265

Property taxes are estimated at \$9.2 million, reflecting a 4% projected growth over the previous year's adopted budget and 2.5% growth over forecast actual. The City's portion of the Sales Tax is \$3.8 million and Measure C is \$6.6 million, which represent 11% and 19% of total revenue respectively. The significance of the March 2020 Carmel voter approval of Measure C, at a renewed rate of 1.5%, cannot be understated. Amid COVID-19, Measure C provided a financial lifeline allowing for the continuance of core City services and still factors significantly in funding both operational and capital needs. This FY 25-26 Budget projects a continuation of status quo in Measure C and Sales Tax trends as consumers remain cautious of inflation and overall price increases of goods and services.

Transient Occupancy Tax ("TOT") is levied at 10% of the rent charged by a hostelry operator within the City. Adopted at \$9 million, TOT accounts for 26% of revenues, a 2% increase over FY 24-25 budget and a -2% decrease over forecast actual. Charges for Services are fees collected from a specific user of a service, such as plan review, building inspection and ambulance transports and account for \$2.7 million, or 8% of the budget. The category of "Other" revenue includes General Fund revenues from business license tax, franchise fee and other intergovernmental revenue as well as restricted revenue for Community Oriented Policing Services (COPS), road maintenance and transportation-related projects and federal and State grants for planning, parks, and radio communications.

Table 1: Estimated Performance and Recommended Budget for Major Revenue Sources

Key Revenues	FY 21-22 Actual	FY 22-23 Actual	FY23-24 Actual	FY24-25 Estimated Actual	FY25-26 Recommended Budget
Property Taxes	\$7,694,722	\$8,136,928	\$8,770,848	\$8,974,083	\$9,198,405
Sales Tax	\$3,626,263	\$3,469,412	\$3,692,470	\$3,753,350	\$3,828,119
Measure C	\$5,970,464	\$5,868,695	\$6,386,122	\$6,484,814	\$6,595,056
TOT	\$7,787,643	\$8,455,742	\$8,579,344	\$9,295,016	\$9,109,116
Total	\$25,079,092	\$25,930,777	\$27,428,783	\$28,507,264	\$28,730,696

The City's three major sources of revenue include Property Tax, Sales and Use Taxes, and Transient Occupancy Tax (As detailed in Table 1 above entitled "Estimated Performance and Recommended Budget for Major Revenue Sources").

PROPERTY TAXES

The desirability of Carmel-by-the-Sea as a place to reside, coupled with its limited housing stock, contribute to a strong local real estate market. Property tax revenue has been increasing on average by 6% over the past 9 years.

The State median home price is expected to rise 2% from FY 24-25 to FY 25-26. The City has budgeted Property Tax revenue to increase 2.5% over last fiscal year's estimated actual, unlike it has done in prior years due to a softening in the housing market. This budget conservatively projects growth yet remains confident in the stability of Carmel's property tax performance.

SALES AND USE TAXES

The majority of the City's sales and use taxes are attributed to businesses within the categories known as general consumer goods and restaurants. The City receives a portion (1%) of the statewide sales tax, known as Bradley-Burns tax, as well as revenue from a local sales tax. On March 3, 2020, the Carmel electorate voted and approved Measure C to increase the sales tax rate to 1.5%. The timing of Measure C helped minimize the effects of reduced sales tax revenue suffered during the pandemic, allowing the City to survive and recover to pre-pandemic levels by fiscal year 2020-2021. The City estimates FY 24-25 sales and use tax revenue at \$10.2 million, just a 2% increase over FY 23-24 actual revenue of \$10 million.

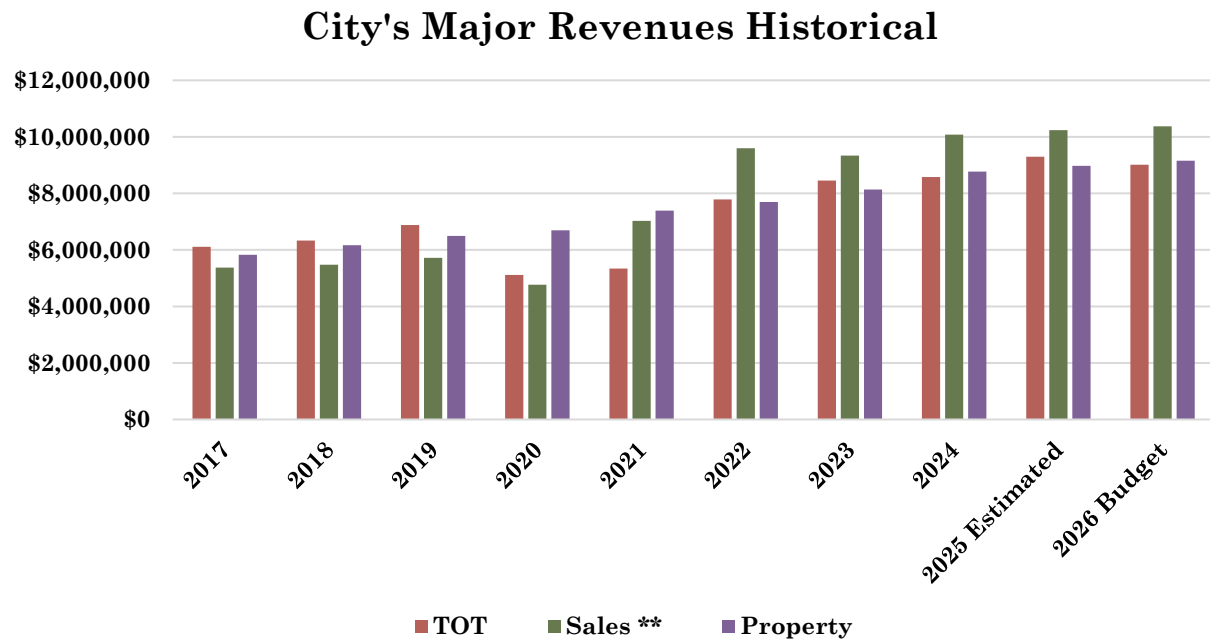
The City remains conservative and vigilant to the current trends, as we are aware that geopolitical tensions, inflation concerns, and interest rates drive consumer spending patterns even at the local level. Consumer spending for certain goods and services remains high, particularly for online shopping and dining. General consumer goods spending is expected to slowly increase by the end of FY 25-26, with limited 1.1% growth over prior fiscal year. We project stagnant sales tax activity in FY 25-26 and estimate \$3.8 million for local sales tax and \$6.6 million for Measure C, for a total of \$10.4 million, a 1.8% increase over the prior year.

TRANSIENT OCCUPANCY TAX

The FY 25-26 Budget for TOT revenue is \$9.1 million, which assumes continued occupancy at the current fiscal year's rate. In FY 24-25, daily occupancy rates have been lower while the daily room rates are higher over prior fiscal year. For the reasons noted above under Sales and Use Taxes, as well as Highway 1 Big Sur closures and slowing international travel, we remain guarded in our TOT revenue. We anticipate a 3% decrease in FY 25-26 TOT over FY 24-25 estimated actuals.

As the City looks forward to its future revenues that fund services, capital projects and other initiatives, stepping back and reviewing the City's historic performance is of value. The charts below depict the performance of the City's three major revenue sources over the last 10 years.

Fiscal Year *	TOT	Sales **	Property
2017	\$6,112,347	\$5,373,800	\$5,825,889
2018	\$6,329,074	\$5,476,123	\$6,163,959
2019	\$6,882,015	\$5,719,521	\$6,496,558
2020	\$5,115,277	\$4,766,313	\$6,690,948
2021	\$5,339,285	\$7,028,041	\$7,389,656
2022	\$7,787,643	\$9,596,727	\$7,694,722
2023	\$8,455,742	\$9,338,107	\$8,136,928
2024	\$8,579,344	\$10,078,592	\$8,770,848
2025 Estimated	\$9,295,016	\$10,238,164	\$8,974,083
2026 Budget	\$9,109,116	\$10,423,175	\$9,198,405
*ending June 30th			
** Combination of Bradley Burns & Measure C 1.5%			



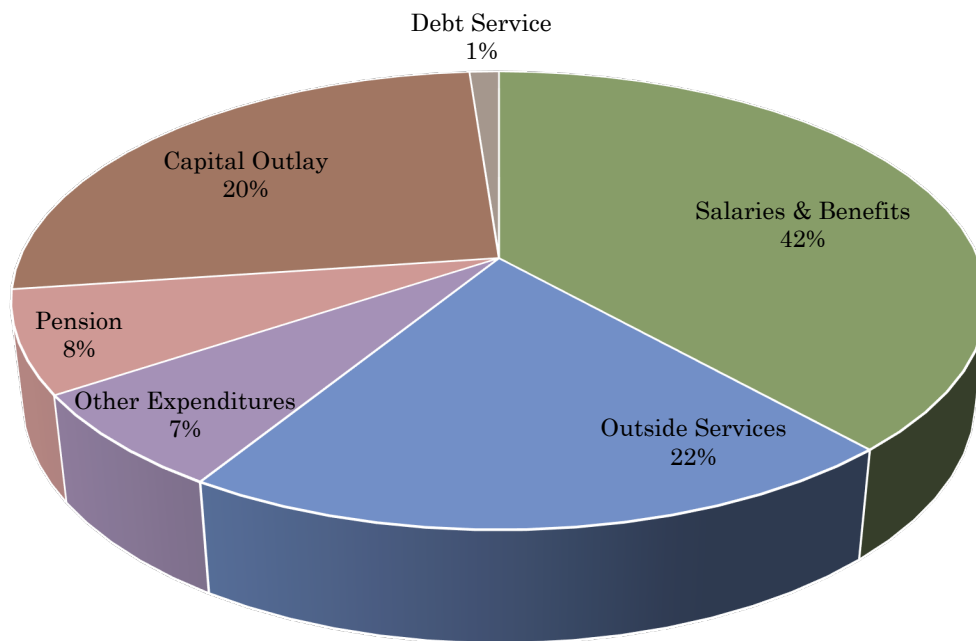
EXPENDITURES

The FY 25-26 Budget totals \$39.7 million, which consists of the following:

- Operating Budget, or General Fund, totals \$31.3 million, or 79%, of the citywide budget
- Debt service totals \$509,100, or 1% of the citywide budget
- Capital outlay, including Capital Improvement Projects (\$6.7 million) and Vehicles and Equipment (\$1.2 million), makes up 20% of the budget

The Operating Budget consists of the City's departments and services. Debt is based upon required payments toward various bonds issued by the City or by other governmental agencies on behalf of the City. As shown in the chart below, the FY 25-26 Budget includes the Operating Budget, Pension UAL payments, Capital Outlay and Debt Service. The Operating Budget is further categorized by types of expenditure including salaries and benefits, outside services, and other expenditures as explained below.

FY 25-26 Expenditure by Type



Type of Expenditure	Budget
Salaries & Benefits	\$16,757,971
Outside Services	8,889,601
Other Expenditures	2,978,747
Pension	2,708,158
Capital Outlay	7,894,000
Debt Service	509,100
Total	\$39,737,577

The City's largest expenditure is related to the cost of personnel. Salaries and benefits total \$16.7 million and account for 42% of the citywide budget. The second largest type of expenditure is Outside Services. This category includes various line-item accounts, such as advertising and noticing, contract services and community promotions. Contract services are used as an alternative to City staff directly providing the service due to cost savings or the specialized nature of the work being performed and include funding for expenses such as fire service provided by the City of Monterey (\$3.3 million); support for the operations of the Sunset Center and other marketing activities (\$1.2 million); legal services (\$517,000); tree care and landscape maintenance (\$473,000) and janitorial service (\$289,000). Capital Outlay is the third largest type of expenditure at \$7.9 million, or 20% of the budget.

Other expenditures total \$3 million and account for 7% of the citywide budget. This category includes various line-item accounts such as retiree healthcare and citywide operational expenses like property tax assessments and utilities. Also included here are the City's general liability and property insurance premiums (\$1.1 million) and expenses such as public works materials and supplies, telecommunications, fuel, training and conferences, vehicle maintenance, medical and safety supplies and printing and postage.

Pension expenses total \$2.7 million, or 8%, of the budget and only include the annual required unfunded pension liability. The City will also make its final annual funding transfer to the City's Section 115 trust (\$1.0 million) for pension mitigation, which is intended to help reduce the long-term liability of pensions.

The citywide budget is rounded out with Debt Service (\$509,100) accounting for 1% of the citywide budget.

Another way to view operating expenditures is by function, as depicted in the FY 25-26 Expenditures by Function illustration below. Capital Outlay makes up 20% of operating expenditures. The public safety functions of Ambulance, Fire and Police make up 27% of the budget. The Public Works Department is the next largest operating expenditure at 15% followed by Citywide at 12% of the budget, as it includes the City's unfunded actuarial pension liability. In total, Administration, Council, Planning, Legal, Marketing (including the Sunset Center), and Library and Community Activities represent the remaining 25% of the Operating Budget.

FY 25-26 Expenditures by Function



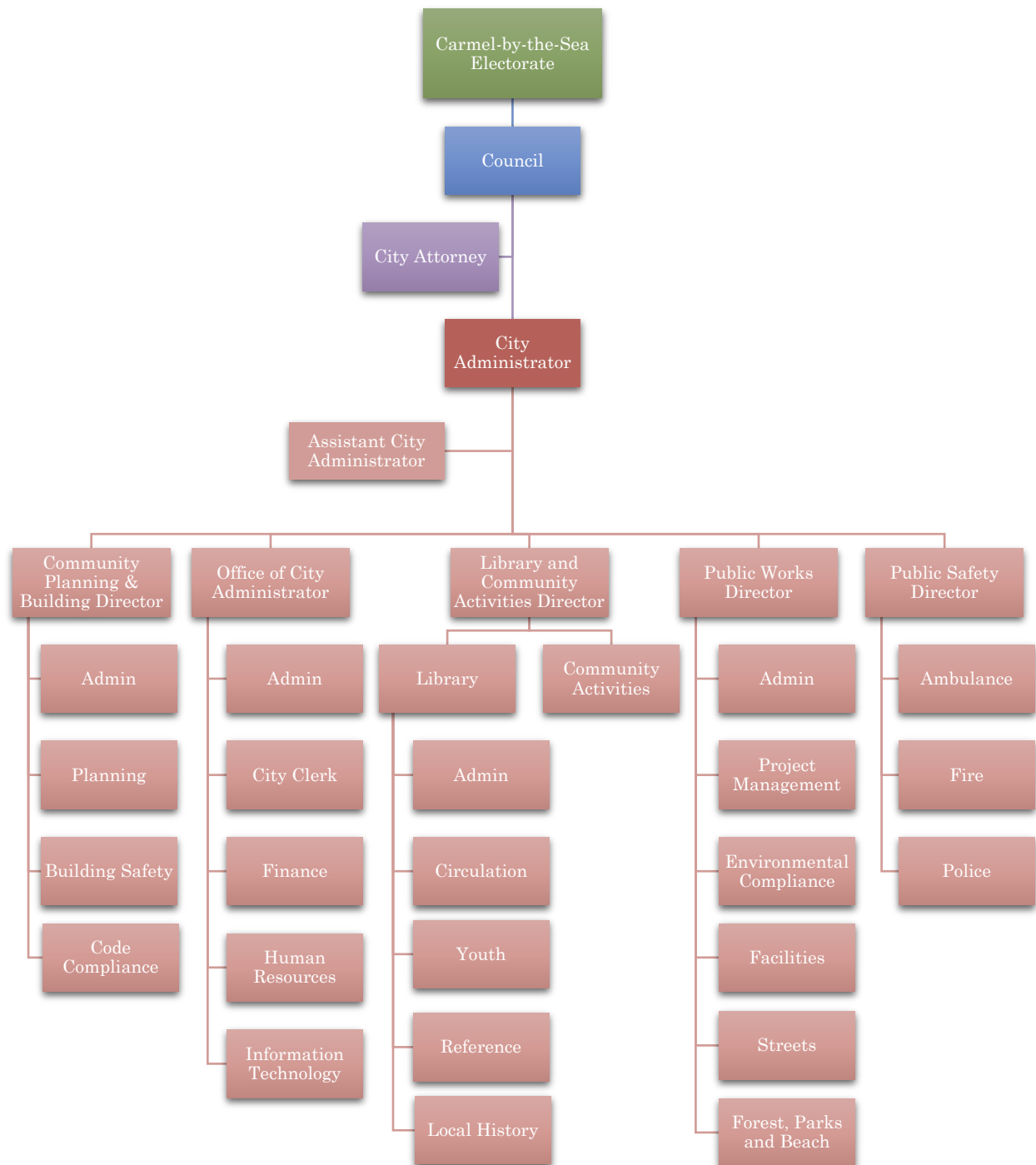
Total Expenditures		
	Budget	%
Administration	\$3,852,933	10%
Citywide	4,814,943	12%
Council	248,779	1%
Legal	517,000	1%
Planning	2,371,920	6%
Ambulance	1,832,358	5%
Fire	3,417,424	9%
Police	5,544,067	14%
Marketing	1,167,981	3%
Library	1,488,126	4%
Community Activities	247,190	1%
Public Works	5,831,756	15%
Operating Budget	\$31,334,477	79%
Debt	509,100	1%
Capital	7,894,000	20%
Total	\$39,737,577	100%

FY25-26 AUTHORIZED POSITIONS

Department and Title	FY 24/25 Adopted	FY 25/26 Proposed	Change
Council			
Councilmember	4.00	4.00	0.00
Mayor	1.00	1.00	0.00
City Council Total	5.00	5.00	0.00
Administration			
City Administrator	1.00	1.00	0.00
Assistant City Administrator	1.00	1.00	0.00
Administrative Analyst	1.00	1.00	0.00
Administrative Coordinator	1.00	1.00	0.00
City Clerk	1.00	1.00	0.00
Finance Manager	1.00	1.00	0.00
Accountant	1.00	1.00	0.00
Finance Analyst	1.00	1.00	0.00
Finance Specialist	1.00	1.00	0.00
Human Resources Manager	1.00	1.00	0.00
Information Services / Network Manager	1.00	1.00	0.00
IT Help Desk/Technician	1.00	1.00	0.00
Administration Total	12.00	12.00	0.00
Community Activities			
Community Services Assistant	1.00	0.50	-0.50
Executive Assistant	0.50	0.50	0.00
Community Activities Total	1.50	1.00	-0.50
Library			
Director of Library and Community Services	1.00	1.00	0.00
Supervising Librarian	2.00	2.00	0.00
Librarian	1.00	1.00	0.00
Library Associate	0.00	3.00	3.00
Library Assistant (full-time)	4.00	1.00	-3.00
Executive Assistant	0.50	0.50	0.00
Librarian II (Local History)	1.00	0.00	-1.00
Hourly Librarian I	1.00	1.00	0.00
Hourly Library Assistant	3.25	2.00	-1.25
Library Total	13.75	11.50	-2.25
Community Planning & Building			
Planning & Building Services Director	1.00	1.00	0.00
Principal Planner	2.00	2.00	0.00
Senior Planner	0.00	1.00	1.00
Associate Planner	2.00	2.00	0.00
Assistant Planner	1.00	0.50	-0.50

Administrative Coordinator	1.00	1.00	0.00
Building Official	1.00	1.00	0.00
Building Inspector	1.00	1.00	0.00
Permit Technician	1.00	1.00	0.00
Code Compliance Coordinator	2.00	1.50	-0.50
Community Planning & Building Total	12.00	12.00	0.00
Public Works			
Director of Public Works	1.00	1.00	0.00
Administrative Coordinator	1.00	1.00	0.00
Public Works Superintendent	1.00	1.00	0.00
Street Supervisor	1.00	1.00	0.00
Streets Maintenance Worker III	2.00	2.00	0.00
Streets Maintenance Worker I/II	5.00	5.00	0.00
Facilities Maintenance Supervisor	1.00	1.00	0.00
Facilities Maintenance Specialist	1.00	1.00	0.00
Environmental Compliance Manager	1.00	1.00	0.00
Administrative Analyst	1.00	1.00	0.00
Project Manager	2.00	2.00	0.00
City Forester	1.00	1.00	0.00
Assistant City Forester	1.00	1.00	0.00
Tree Climber & Care Specialist	1.00	1.00	0.00
Administrative Analyst	1.00	1.00	0.00
F&B Maintenance Worker I/II	3.00	3.00	0.00
Tree Permit Technician	1.00	1.00	0.00
Public Works Total	25.00	25.00	0.00
Police			
Public Safety Director	1.00	1.00	0.00
Police Commander	1.00	1.00	0.00
Sergeant	2.00	3.00	1.00
Police Officer	9.00	10.00	1.00
Police Services Supervisor	1.00	1.00	0.00
Police Services Officer	6.00	6.00	0.00
Community Services Officer/Animal Control	2.00	2.00	0.00
Police Total	22.00	24.00	2.00
Ambulance			
Paramedics	6.00	6.00	0.00
Ambulance Total	6.00	6.00	0.00
Citywide Total Funded Positions	97.25	96.50	-0.75

ORGANIZATIONAL CHART



OPERATING BUDGET

GENERAL FUND - 101
(CITY DEPARTMENTS AND SERVICES)

CITY COUNCIL

The City Council consists of the Mayor and four Councilmembers, elected at large by the citizens of Carmel-by-the-Sea on a non-partisan basis. The City Council is the policy-making legislative body of the City. The Council adopts the annual budget, enacts ordinances, and approves major contracts, acquisitions, and leases. With the advice and assistance of the City Administrator and City Attorney, the City Council reviews proposals to meet the community's needs, initiates action for new policies and allocates resources.

2024-2025 INITIATIVES AND ACCOMPLISHMENTS

- Develop Telecommunication Ordinance consistent with federal law
- Stormwater Ordinance Update
- Car Week Safety and Impacts
- Review barriers to construction of affordable housing (Housing Element Adoption)

2025-2026 PRIORITIES

- Continued oversight of the implementation of the strategic plan and updating of City priorities to include some of the following: plan for natural areas, reduce fire risk, review opportunities for enhanced fire/ambulance service; develop forest management plan and update tree ordinance; update zoning code & design guidelines; ADU ordinance; wireless ordinance; increase beautification effort; review barriers to affordable housing; explore street addresses, develop a facilities master plan; underground utilities rule 20A; explore reinstatement of design review board; explore opportunities for Flanders Mansion and Scout House.
- Continue to respond to any forthcoming State legislation that undermines local control, especially as it relates to local land-use decisions.

BUDGET SUMMARY AND SERVICE IMPACTS

- Community Promotions includes \$36,000 for the Council discretionary grant program, \$3,000 for United Way 211, \$4,000 for the Monterey County Film Commission, \$7,500 for the Central Coast Small Business Development Center and \$78,000 for the cost of courier service for the mail delivery program for a total budget of \$128,500.

City Council				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-110-00-41008	Salaries -Elected	\$9,600	\$10,351	\$9,600
101-110-00-41101	Retirement	88	175	179
101-110-00-41104	Health Insurance	52,517	37,161	24,755
101-110-00-41105	Social Security	484	530	0
101-110-00-41106	Medicare	139	150	139
101-110-00-41108	Worker's Comp	160	3,122	541
Salaries & Benefits Subtotal		\$62,988	\$51,489	\$35,214
101-110-00-42005	Community Promotions	\$128,600	\$167,153	\$128,500
101-110-00-42007	Regional Memberships	50,546	50,546	53,065
101-110-00-42101	Office Supplies	450	0	450
101-110-00-42302	Conferences & Meetings	10,350	12,703	31,550
Services & Supplies Subtotal		\$189,946	\$230,402	\$213,565
Total		\$252,934	\$281,891	\$248,779

Regional Memberships				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-110-00-42007	TAMC	\$1,295	\$1,295	\$1,360
101-110-00-42007	AMBAG	3,950	3,950	4,100
101-110-00-42007	Monterey Pen. Chamber of Commerce	900	900	950
101-110-00-42007	Monterey County Mayors Association	1,575	1,575	1,700
101-110-00-42007	Monterey County Business Council	500	500	525
101-110-00-42007	MBUAPCA	1,900	1,900	2,000
101-110-00-42007	League of CA Cities	3,380	3,380	3,600
101-110-00-42007	League of CA Cities- Monterey Bay	300	300	315
101-110-00-42007	LAFCo	16,796	16,796	18,000
101-110-00-42007	Community Human Services	19,175	19,175	19,700
101-110-00-42007	CoastWalks/Coastal Trail Association	300	300	315
101-110-00-42007	Carmel Chamber of Commerce	475	475	500
Total		\$50,546	\$50,546	\$53,065



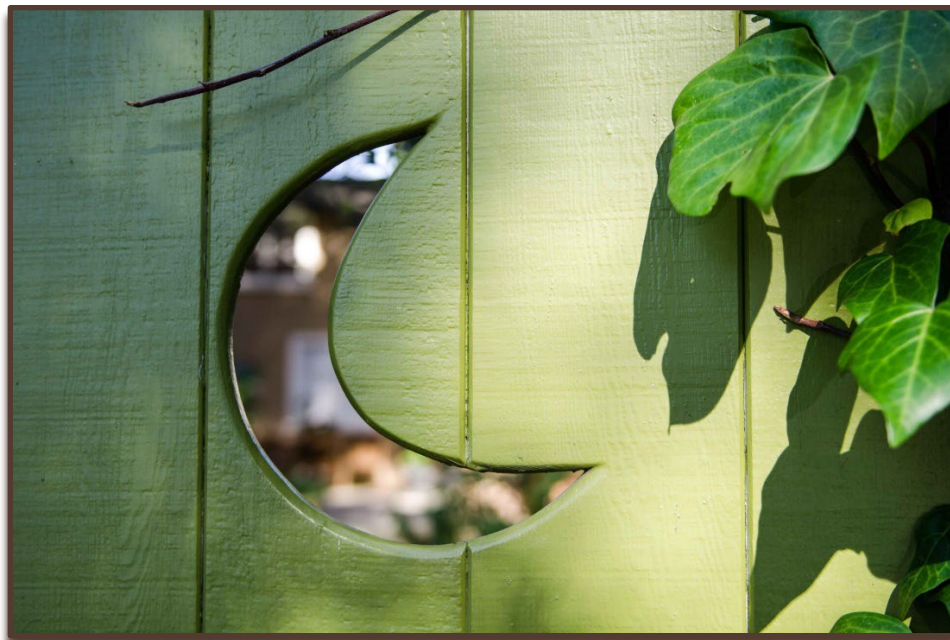
CITY ATTORNEY

The City Council appoints the City Attorney. The City Attorney represents the City as legal counsel and provides legal advice and/or training to the City Council, City Administrator, boards, commissions, and departments; investigates and resolves claims against the City; defends the City in litigation and administrative actions; initiates and prosecutes litigation on behalf of the City; and drafts and reviews legal documents and agenda items.

BUDGET SUMMARY AND SERVICE IMPACTS

- The FY 25-26 City Attorney budget totals \$517,000 and consists of \$435,000 for general legal services and \$75,000 for other specialized legal assistance from the City attorney's office, including labor negotiations and personnel. The budget also includes \$7,000 for the City attorney's annual performance evaluation. There are no changes from FY 24-25 adopted budget.
- \$75,000 is budgeted for supplementary specialized legal costs, such as wireless communications and labor negotiations.

City Attorney				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-112-00-42001	Contract Services	\$442,000	\$399,171	\$442,000
101-112-00-42004	Legal Costs	75,000	18,158	75,000
Total		\$517,000	\$417,329	\$517,000



ADMINISTRATION

The City Administrator is appointed by the City Council and is ultimately responsible for the enforcement of City laws and ordinances; ensuring that the orders of the City Council are executed; preparing the budget and monitoring City finances; and managing day-to-day operations of all City Departments. The Assistant City Administrator serves at the behest of the City Administrator to assist in managing the activities and operations of the City, act in the absence of the City Administrator, and serve as the Director of the centralized administrative city functions of City Clerk, Finance, Human Resources, and Information Technology.

2024-2025 INITIATIVES AND ACCOMPLISHMENTS

- Successfully adopted a Social Media Policy and launched official City Instagram and Facebook accounts to enhance public engagement.
- Procured ArchiveSocial to ensure compliance with public records laws by archiving all social media activity.
- Acquired an ethics training and tracking module for City Council, Commissioners, and staff to improve compliance and streamline reporting.
- Awarded Certificate of Achievement for Excellence in Financial Reporting for the City's Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2023.
- Purchased a new agenda management system, currently in the data migration, training, and implementation phase, to improve workflow and public accessibility.
- Conducted a successful municipal election in November 2024.
- Managed and coordinated recruitment efforts for City Boards and Commissions.
- Issued 617 fixed location and 1158 in & about business licenses
- 249 high heel permits issued in FY24-25, a 50% increase over the 166 high permits issued in the prior year.
- Replaced the city's high availability firewalls with new state-of-the-art hardware for many years of stable network security features and capabilities.
- IT audit by firewall expert to improve the configuration of and significantly strengthen the City's overall network security.
- Replacement of core switches that tie our servers, storage and various network switches in the city together to make a complete enterprise grade system.
- Improved our remote management and monitoring system by adding significant capabilities to that system.

- Windows 11 workstations roll out in 2024. IT deployed 15 new workstations and refurbished 7 systems to increase the RAM and maximize the usefulness and life of the hardware.

2025-2026 PRIORITIES

- Digitize all historic City records, including Resolutions, Ordinances, and Meeting Minutes, to improve accessibility and preserve institutional history.
- Explore Street Addresses
- Strategically implement Laserfiche software to create a centralized, web-based platform for efficient records management and public access.
- Evaluate and identify cost-effective off-site storage solutions to reduce physical storage needs and optimize space within City facilities.
- Review and update reserve and financial policies.
- Creation of web dashboard interface for more transparent fiscal reporting
- Implement an electronic payment portal for the collection of administrative fees, including business licenses, TOT tax collections, and CRID administration.
- Upgrade computer fleet to Windows 11 and prepare to pay for extended security update costs for any remaining Windows 10 computers. (\$61/yr per PC)
- Analyze departmental software priorities so that a strategic plan is developed which minimizes incompatible software.



BUDGET SUMMARY AND SERVICE IMPACTS

Office of the City Administrator				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-111-00-41001	Salaries	\$1,849,792	\$1,688,028	\$1,941,453
101-111-00-41005	Overtime	0	29	0
101-111-00-41101	Retirement	125,810	102,562	120,362
101-111-00-41103	Deferred Compensation	48,261	46,348	45,431
101-111-00-41104	Health Insurance	363,609	295,216	409,231
101-111-00-41106	Medicare	26,821	24,342	28,151
101-111-00-41107	LTD/STD/Life	1,691	1,458	4,073
101-111-00-41108	Worker's Comp	40,958	75,569	94,502
101-111-00-41109	Benefits-MOU Obligations	10,400	9,672	10,400
Salaries & Benefits Subtotal		\$2,467,342	\$2,243,224	\$2,653,603
101-111-00-42001	Contract Services	\$198,615	\$197,734	\$431,500
101-111-00-42002	Recruiting Services	71,100	18,652	57,500
101-111-00-42003	Auditing Services	87,000	38,325	96,500
101-111-00-42006	Records Management	7,000	10,251	25,000
101-111-00-42009	Advertising and Legal Notice	22,900	10,833	15,000
101-111-00-42015	Other Services	24,800	23,575	13,575
101-111-00-42101	Office Supplies	10,875	6,566	7,875
101-111-00-42102	Publications & Subscriptions	277,568	304,016	275,400
101-111-00-42105	Materials and Supplies	0	408	500
101-111-00-42106	Small Tools and Equipment	1,200	0	0
101-111-00-42115	Other Supplies	0	0	5,000
101-111-00-42202	Equipment Maintenance	23,100	9,850	8,750
101-111-00-42301	Training & Education	8,712	6,798	18,400
101-111-00-42302	Conferences & Meetings	22,125	14,245	17,625
101-111-00-42304	Dues & Memberships	12,550	3,282	3,580
101-111-00-42306	Employee Programs	3,000	83	6,000
101-111-00-42307	Employee Appreciation Costs	18,500	26,093	20,000
101-111-00-42403	Printing	9,800	5,769	5,900
101-111-00-42404	Shipping/Postage/Freight	24,545	11,835	500
101-111-00-42405	Telephone and Communications	109,500	140,799	125,000
101-111-00-42406	Bank & Merchant Fees	4,000	4,573	4,500
101-111-00-42407	Computer Non Capital	2,000	2,136	40,000
101-111-00-42410	Pre-employment Costs	3,000	2,680	4,000
Services & Supplies Subtotal		\$941,890	\$838,502	\$1,182,105
Total		\$3,409,232	\$3,081,726	\$3,835,708



ADMINISTRATION

The Administration Divisional budget includes funding for the City Administrator's performance evaluation within contract services, office supplies, copier fees, and the citywide postage meter.

Administration				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-111-10-42001	Contract Services	\$44,900	\$16,445	\$10,000
101-111-10-42015	Other Services	24,800	23,575	2,350
101-111-10-42101	Office Supplies	9,375	5,853	6,375
101-111-10-42102	Publications & Subscriptions	540	209	540
101-111-10-42302	Conferences & Meetings	11,325	13,722	5,325
101-111-10-42304	Dues & Memberships	5,350	2,915	1,350
101-111-10-42403	Printing	100	0	100
101-111-10-42404	Shipping/Postage/Freight	24,545	11,835	500
Services & Supplies Subtotal		\$120,935	\$74,554	\$26,540

CITY CLERK

The City Clerk provides timely and accessible service in response to all inquiries and requests for public information and records, and is responsible for the administration of elections, public records requests processing, records management, and the legislative process. The Clerk Records the City's legislative history through approved minutes and maintaining City Ordinances and the Municipal Code; facilitates applications for appointments to boards and commissions and coordinates Statements of Economic Interest as well as campaign and other financial disclosure-related filings.

City Clerk				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Proposed Budget
101-111-11-42001	Contract Services	\$52,300	\$51,413	\$48,300
101-111-11-42006	Records Management	7,000	10,251	25,000
101-111-11-42009	Advertising and Legal Notice	15,000	9,006	15,000
101-111-11-42101	Office Supplies	1,000	448	1,000
101-111-11-42115	Other Supplies	0	0	5,000
101-111-11-42302	Conferences & Meetings	2,000	487	3,000
101-111-11-42304	Dues & Memberships	500	143	500
101-111-11-42403	Printing	5,500	3,590	2,500
Services & Supplies Subtotal		\$83,300	\$75,336	\$100,300

FINANCE

Finance provides financial analysis, management and reporting through the development of the annual budget, ongoing financial monitoring and reporting of revenues and expenditures. Routine financial duties including vendor payments, payroll, business license processing and the collection of the transient occupancy tax and the administration of pass-through funding to the hospitality and tourism improvement districts. The Finance Department also provides treasury services, invests revenue, and issues and manages debt.

Finance				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-111-12-42001	Contract Services	\$47,710	\$89,516	\$69,200
101-111-12-42003	Auditing Services	87,000	38,325	96,500
101-111-12-42101	Office Supplies	0	46	0
101-111-12-42102	Publications & Subscriptions	21,000	1,887	29,350
101-111-12-42301	Training & Education	2,500	1,735	2,400
101-111-12-42304	Dues & Memberships	600	225	350
101-111-12-42403	Printing	3,800	1,798	2,900
101-111-12-42406	Bank & Merchant Fees	4,000	4,573	4,500
Services & Supplies Subtotal		\$166,610	\$138,105	\$205,200

HUMAN RESOURCES

Human Resources (HR) recruits, develops, and retains a diverse, well-qualified workforce that reflects the high standards of the community, and leads the City Departments in positive employee relations, talent management, succession planning, and employee engagement. Services include employee orientation, recruitment, performance assessment, compensation and job classification assessments, safety and wellness programs, and organization development. HR Staff is responsible for negotiating Memorandums of Understanding with the City's three labor bargaining units, subject to Council direction and approval.

The HR divisional budget includes funding for implementing new employee supplemental benefits, managing an updated and expanded citywide safety program, and digitizing personnel records using Laserfiche. Funding for the staff appreciation events, such as the annual holiday party, is now separately reflected in the budget under Employee Appreciation.

HR				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-111-13-42001	Contract Services	\$8,100	\$6,404	\$90,000
101-111-13-42002	Recruiting Services	71,100	18,652	57,500
101-111-13-42009	Advertising & Legal Notice	7,900	1,828	6,000
101-111-13-42101	Office Supplies	500	219	500
101-111-13-42102	Publications & Subscriptions	1,700	125	25,300
101-111-13-42301	Training & Education	1,500	888	6,000
101-111-13-42302	Conferences & Meetings	8,800	36	3,800
101-111-13-42304	Dues & Memberships	6,100	0	680
101-111-13-42306	Employee Programs	3,000	83	6,000
101-111-13-42307	Employee Appreciation Costs	18,500	26,093	20,000
101-111-13-42403	Printing	400	381	400
101-111-13-42410	Pre-employment Costs	3,000	2,680	4,000
Services & Supplies Subtotal		\$130,600	\$57,387	\$220,180

INFORMATION TECHNOLOGY

Information Technology (IT) provides innovative and secure technology solutions that support City departments in delivering quality services to the community. The purpose of IT is to provide a broad range of high-quality technology-related solutions to employees, departments, Councilmembers, and the community. In addition, IT supports and

continuously improves essential technology infrastructure for enabling day-to-day operations of the City.

IT				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-111-14-42001	Contract Services	\$45,605	\$33,957	\$214,000
101-111-14-42102	Publications & Subscriptions	254,328	301,795	220,210
101-111-14-42105	Materials and Supplies	0	408	500
101-111-14-42106	Small Tools and Equipment	1,200	0	0
101-111-14-42202	Equipment Maintenance	23,100	9,850	8,750
101-111-14-42301	Training & Education	2,612	3,918	10,000
101-111-14-42302	Conferences & Meetings	0	0	5,500
101-111-14-42304	Dues & Memberships	0	0	700
101-111-14-42405	Telephone and Communications	109,500	140,799	125,000
101-111-14-42407	Computer Non capital	2,000	2,136	40,000
Services & Supplies Subtotal		\$438,345	\$492,863	\$624,660



CITYWIDE (NON-DEPARTMENTAL)

Citywide, or Non-Departmental costs, are expenses that are spread across the entire organization. These items include the unfunded pension liability, the City's insurance premiums for general liability and property insurance, and the City's share of costs toward retiree healthcare. Other operational expenses include utilities, property tax assessments and the administrative fee charged by Monterey County for property tax collection.

BUDGET SUMMARY AND SERVICE IMPACTS

- In addition to the employer contribution toward retirement for City employees, the City also is responsible for pension obligations for the unfunded actuarial liability ("UAL"). This amount increases by \$408,672 or 18%, in FY 25-26 compared to the FY 24-25 Adopted Budget. The FY24-25 lump sum payment was paid in July 2024 for a savings of \$76,865
- The City will pay the annual lump sum UAL in July, which will result in approximately \$87,633 of interest savings.
- On September 7, 2021, Council authorized the adoption of a Section 115 Trust known as the Public Agencies Post Employment Benefits Trust administered by the Public Agency Retirement Service (PARS). Since then, City staff has deposited four (4) \$1 million annual contributions into the Trust, which were approved by Council to be made over a period of five years. The City will be contributing the fifth and final annual \$1 million tranche into the Section 115 Trust in FY 25-26.
- The City's liability insurance premiums are budgeted at \$1,103,940, an increase by \$125,000, or 11%.
- The utility expenses for the Forest Theater are separated out for tracking purposes, as required by the lease with the Pacific Repertory Theater.

Non-Departmental				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-130-00-42501	Liability Insurance Premium	\$1,102,500	\$979,407	\$1,103,940
101-130-00-42503	PERS UAL Payment	2,299,486	2,298,486	2,708,158
101-130-00-42504	Insurance Claims Paid	50,000	0	100,000
101-130-00-42505	Utilities	324,500	396,481	464,000
101-130-00-42506	Property Tax Assessments	100,000	94,134	100,000
101-130-00-42508	Unemployment Costs	15,000	10,541	15,000
101-130-00-42510	Retiree Health Share	95,000	84,207	87,000
101-130-00-42511	County Property Tax Admin Fees	98,000	98,000	75,000
101-130-00-42512	Forest Theater Utilities	10,000	0	10,000
Total		\$4,094,486	\$3,961,255	\$4,663,098

ECONOMIC DEVELOPMENT

Two of the City's unique facilities include the performing arts venue known as the Sunset Community and Cultural Center and the Forest Theater, an outdoor amphitheater. These locations support musical performances, lectures and other cultural activities that enhance the quality of life for residents and promote the City and the Monterey Peninsula as an artistic and cultural destination.

In 2017, the City entered into a lease agreement with the Sunset Cultural Center, Inc. (SCC) for the management of these facilities and the terms of the lease require the City to make an annual grant to SCC to support operations. In 2021, Sunset Cultural Center, Inc.'s management of the Forest Theater ended. The annual grant for management of only Sunset Center remains in the budget.

In 2021, the City entered into a lease agreement with Pacific Repertory Theater (Pac Rep) for the management of the Forest Theater. This new lease does not require an operational grant payment. Rather, the City pays for a portion of utilities and repairs, which are budgeted in the Citywide (Non-Departmental) and Public Works budgets, respectively.

The City funds two organizations, *Visit Carmel* and *See Monterey* to manage visitors. Visit Carmel, as the City's destination marketing organization (DMO), maintains the City's official travel website (www.carmelcalifornia.com) and develops targeted and seasonal marketing campaigns to encourage visitors to stay overnight, dine, and shop within the Village. See Monterey, as the DMO for all of Monterey County, works to manage and educate visitors coming to the broader County who may also choose to visit Carmel-by-the-Sea.

In addition to supporting these visitor management organizations with General Fund revenues, the City also collects a tourism improvement district assessment from its lodging establishments on behalf of the County and remits these pass-thru funds to See Monterey on a bi-monthly basis. The City also collects an assessment on lodging through the Carmel Hospitality Improvement District and remits these funds to Visit Carmel for the marketing of overnight stays within the Village during mid-week and the non-peak season. As of January 1, 2019, the City also began collecting an assessment from full-service restaurants on behalf of the Carmel Restaurant Improvement District (CRID) and remits these funds to Visit Carmel for marketing efforts to increase food and beverage sales within the City. An ordinance of the City Council renewed the CRID for a term of nine years and six months beginning January 1, 2024 and ending on June 30, 2033.

Another partner agency is the Carmel Chamber of Commerce, which operates the Visitor Center in town, publishes a comprehensive visitor guide, and assists businesses. The Chamber also supports small businesses and provides services to assist its members, including listing businesses on the Chamber website, providing educational programs,

conducting outreach with businesses via weekly business walks with City elected officials and staff and marketing opportunities to “shop locally”.

BUDGET SUMMARY AND SERVICE IMPACTS

Funding for Visit Carmel has and continues to be budgeted in the amount of \$120,000 annually. Funding to See Monterey is \$270,000, which equates to 3% of the FY 25-26 Transient Occupancy Tax revenue budget of \$9.1 million.

Marketing & Economic Development				
Account Number	Details	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-122-00-42008	SCC- Sunset Center Operating Grant	\$750,000	\$750,000	\$750,000
101-122-00-42008	See Monterey	226,297	226,297	270,485
101-122-00-42008	Visit Carmel	120,000	120,000	120,000
101-122-00-42008	Carmel Chamber of Commerce	60,000	60,000	60,000
Total		\$1,156,297	\$1,156,297	\$1,200,485



LIBRARY AND COMMUNITY ACTIVITIES

LIBRARY

The Library is an efficient medium for the free and equitable distribution and exchange of books, information, and ideas; and a recognized social center providing the community with a place to learn, interact and gather. The Library aspires to be a welcoming place, in-person and virtually, where reading, learning and imagination thrive; a recognized leader and respected voice in our community; and a model library in our industry.

A five-member Board of Trustees appointed by the City Council governs the Library. The Harrison Memorial Library Board of Trustees, the Carmel Public Library Foundation, Harrison Memorial Library Friends of the Library, and the City work together in partnership to sustain the vital and historic tradition of providing free public library service of excellent quality for the residents and visitors of the City of Carmel and the Monterey Peninsula.



2024-2025 WORKLOAD INDICATORS / PERFORMANCE MEASURES

- 19,773 reference and information questions were answered.
- 4,253 library cards were issued.
- 84,967 library items were circulated.
- 6,841 people attended library programs.
- 136,542 visits were made to the library.
- 9,723 log-ins were made to library wi-fi.
- 115,162 digital items (e-books, audios, magazines, films, music) were accessed.
- 10 new oral history interviews were captured.

2024-2025 INITIATIVES AND ACCOMPLISHMENTS

- Increased the number and type of Adult programs at the Harrison Library, including music, crafts, educational, history, and games - encouraging community connection both among adults and intergenerationally.

- Reconfigured the vault in the Local History Department to better align with archival standards for storage.
- Negotiated a contract with the Carmel Public Library Foundation for the funding of the renovation of the Harrison Memorial Library

2025-2026 PRIORITIES

- Begin working on accomplishing new Library Strategic Plan objectives including resource sharing with Monterey and Pacific Grove Libraries.
- Develop a plan and cost analysis for the relocation of library services during the Harrison Memorial Library renovation project



BUDGET SUMMARY AND SERVICE IMPACTS

The City funds the personnel and building maintenance costs for operating the Main and Park Branch libraries. The sources of funding for library materials, programs and services are the Carmel Public Library Foundation, the Friends of the Library, and other donations.

Library				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-120-00-41001	Salaries	\$920,168	\$787,355	\$891,531
101-120-00-41003	Salaries -Part time	301,662	111,175	258,518
101-120-00-41101	Retirement	58,669	52,159	55,657
101-120-00-41103	Deferred Compensation	15,600	10,163	11,152
101-120-00-41104	Health Insurance	158,212	126,199	154,350
101-120-00-41105	Social Security	18,703	6,029	16,028
101-120-00-41106	Medicare	17,716	12,924	16,676
101-120-00-41107	LTD/STD/Life	1,205	978	1,350
101-120-00-41108	Worker's Comp	30,324	45,503	57,804
101-120-00-41109	Benefits-MOU Obligations	16,640	14,082	14,560
Salaries & Benefits Subtotal		\$1,538,899	\$1,166,567	\$1,477,626
101-120-00-42001	Contract Services	\$6,530	\$5,539	\$10,500
Services & Supplies Subtotal		\$6,530	\$5,539	\$10,500
Total		\$1,545,429	\$1,172,106	\$1,488,126



COMMUNITY ACTIVITIES



The Community Activities Department encourages and supports the interaction of neighbors, friends, families and visitors through the shared experience of special events, programs, and gatherings which bring the community together virtually and in-person safely on the City's streets and in its parks and create opportunities to interact, celebrate, enrich people's lives, and promote inclusiveness.

The Community Activities Department facilitates the weekly Farmers' Market, permitting special events, beach events, and filming, in addition to organizing the City's annual special events (Memorial Day, 4th of July, Sandcastle Contest, Pumpkin Roll, Halloween Parade, Veteran's Day, Homecrafters' Marketplace, and Holiday Menorah and Tree-lighting).

2024-2025 WORKLOAD INDICATORS / PERFORMANCE MEASURES

- Planned and facilitated ten City special events
- An estimated 6,000 people attended City Special Events.
- Issued 53 event, beach, and film permits.

2024-2025 INITIATIVES AND ACCOMPLISHMENTS

- Collaborated with Public Works on a combined Community, Earth, and Arbor Day celebration, in addition to the annual Community Day event in the Fall.
- Continue to work with Car Week event organizers to build Car Week in Carmel back to something like it was pre-pandemic.



2025-2026 PRIORITIES

- Explore potential new initiative and events with community partners.
- Explore options for a new Community Activities Commission with commissioners.



- Continuing to facilitate community gatherings and special events, and ensure that processes are streamlined and conducive to encouraging events within the bounds of current city regulations.
- Continue to keep the Council informed on new initiatives and provide report outs on items like Car Week and the Farmers' Market.

BUDGET SUMMARY AND SERVICE IMPACTS

Community Activities Department expenses include costs for advertising, banners and signage, event and office supplies for City events, equipment replacements, Community Activities Commission initiatives, and the Farmers' Market.

Community Activities				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-121-00-41001	Salaries	\$154,116	\$48,282	\$60,403
101-121-00-41101	Retirement	14,672	4,593	5,370
101-121-00-41103	Deferred Compensation	2,100	600	1,200
101-121-00-41104	Health Insurance	35,379	5,351	13,770
101-121-00-41106	Medicare	2,235	675	1,291
101-121-00-41107	LTD/STD/Life	205	57	203
101-121-00-41108	Worker's Comp	9,948	4,375	5,558
101-121-00-41109	Benefits-MOU Obligations	2,080	0	0
Salaries & Benefits Subtotal		\$220,735	\$63,933	\$87,795
101-121-00-42001	Contract Services	\$88,245	\$90,226	\$111,040
101-121-00-42005	Community Promotions	23,465	13,578	9,340
101-121-00-42009	Advertising and Legal Notice	8,300	2,381	6,950
101-121-00-42101	Office Supplies	250	253	200
101-121-00-42403	Printing	300	362	1,440
Services & Supplies Subtotal		\$120,560	\$106,800	\$128,970
Total		\$341,295	\$170,732	\$216,765

COMMUNITY PLANNING AND BUILDING

The Community Planning and Building Department (CPB) includes the Planning, Building and Code Compliance Divisions and is responsible for preserving community character while fostering a vibrant community and a high quality of life for its residents, businesses and visitors.

PLANNING

The Planning Division processes current development applications, maintains the General Plan, and ensures that capital programs, zoning and other activities of the City are consistent with the goals and policies of the Plan.

BUILDING SAFETY

The Building Safety Division is responsible for plans examination and inspections of City and private development projects to ensure compliance with building codes.

CODE COMPLIANCE

The Code Compliance Division ensures compliance with the City Municipal Code. This function includes public education and outreach on existing laws and resolving code violations.



2024-2025 INITIATIVES AND ACCOMPLISHMENTS

- Continued implementation of the CPB 2019 strategic plan, with a focus on customer service, technology, and streamlining processes.



- Began year one of eight to implement the General Plan Housing Element and utilize State grant funding through the Regional Early Action Planning (REAP) 2.0 program.
- Adopted Phase 2 (final phase) of the Historic Context Statement update.
- Completed a successful recruitment to install a new Director of Community Planning and Building
- Engaged staff to participate in more training opportunities to continue the professionalization and growth of the Community Planning and Building Department.
- Certified LCP Amendment for Citywide Wireless Ordinance

2025-2026 PRIORITIES

- Complete the scanning/digitizing of rolled building plans currently in storage at Vista Lobos.
- Formalize a Long-Range Planning work plan to help with planning and tracking ordinance related tasks.
- Adopt the General plan Safety Element updates by December 2025
- Adoption of: (1) updated Accessory Dwelling Unit Ordinance; (2) updated Beach Fire Ordinance.
- Adoption of updated Design Guidelines and Zoning Code through the Design Traditions 1.5 Project.



BUDGET SUMMARY AND SERVICE IMPACTS

Community Planning & Building				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-115-00-41001	Salaries	\$1,305,494	\$1,073,094	\$1,561,919
101-115-00-41005	Overtime	3,623	1,662	0
101-115-00-41101	Retirement	81,116	53,787	83,399
101-115-00-41103	Deferred Compensation	10,200	7,369	11,896
101-115-00-41104	Health Insurance	348,542	232,628	327,028
101-115-00-41106	Medicare	20,423	15,052	22,648
101-115-00-41107	LTD/STD/Life	1,664	1,223	1,994
101-115-00-41108	Worker's Comp	30,330	51,954	69,768
101-115-00-41109	Benefits-MOU Obligations	20,800	18,534	22,880
Salaries & Benefits Subtotal		\$1,822,192	\$1,455,303	\$2,101,532
101-115-00-42001	Contract Services	\$344,833	\$304,719	\$209,135
101-115-00-42009	Advertising and Legal Notice	500	0	0
101-115-00-42101	Office Supplies	6,400	1,820	7,100
101-115-00-42102	Publications & Subscriptions	1,425	334	18,138
101-115-00-42104	Safety Equipment and Supplies	2,700	0	1,700
101-115-00-42107	Gas and Oil	250	0	100
101-115-00-42115	Other Supplies	3,950	1,694	4,300
101-115-00-42301	Training & Education	12,305	5,099	11,305
101-115-00-42302	Conferences & Meetings	10,150	4,045	10,700
101-115-00-42304	Dues & Memberships	5,880	1,095	6,760
101-115-00-42403	Printing	1,000	2,001	1,150
Services & Supplies Subtotal		\$389,393	\$320,807	\$270,388
Total		\$2,211,584	\$1,776,110	\$2,371,920

Planning contract services (\$79,200 total) includes items such as Safety Element updates, Housing Element Amendments, and GIS updates. The City will receive various State grant awards to offset some of the contract services associated with the Housing Element implementation.

In an effort to continue professionalizing and growing the Board and Commission members along with the Community Planning and Building Department staff, the overall budget for training and education has been increased to include training for boards and commissions.



Community Planning & Building: Planning				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-115-20-42001	Contract Services	\$239,033	\$290,471	\$79,200
101-115-20-42009	Advertising and Legal Notice	500	0	0
101-115-20-42101	Office Supplies	6,400	1,820	7,100
101-115-20-42102	Publications & Subscriptions	1,425	244	1,138
101-115-20-42104	Safety Equipment and Supplies	2,700	0	1,700
101-115-20-42115	Other Supplies	1,750	1,262	575
101-115-20-42301	Training & Education	6,825	2,994	6,825
101-115-20-42302	Conferences & Meetings	4,000	1,859	4,000
101-115-20-42304	Dues & Memberships	3,800	750	4,680
101-115-20-42403	Printing	1,000	2,001	1,150
Services & Supplies Subtotal		\$267,433	\$301,401	\$106,368

Community Planning & Building: Building				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-115-21-42001	Contract Services	\$90,800	\$14,026	\$114,935
101-115-21-42102	Publications & Subscriptions	0	90	17,000
101-115-21-42107	Gas and Oil	250	0	100
101-115-21-42115	Other Supplies	2,200	431	2,225
101-115-21-42301	Training & Education	4,480	2,105	4,480
101-115-21-42302	Conferences & Meetings	3,350	2,114	4,300
101-115-21-42304	Dues & Memberships	2,080	345	2,080
Services & Supplies Subtotal		\$103,160	\$19,112	\$145,120

Community Planning & Building: Code Compliance				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-115-22-42001	Contract Services	\$15,000	\$222	\$15,000
101-115-22-42115	Other Supplies	0	0	1,500
101-115-22-42301	Training & Education	1,000	0	0
101-115-22-42302	Conferences & Meetings	2,800	71	2,400
Services & Supplies Subtotal		\$18,800	\$293	\$18,900

PUBLIC WORKS

The mission of the Public Works Department is to plan, design, construct, operate, and maintain public infrastructure, streets, sidewalks, storm drains, building facilities, the urban forest, parks, and beach that contribute to the health, safety, and well-being of the Village. Public Works consists of an administrative unit and five operating divisions with responsibilities as follows:

ADMINISTRATION

The Administration Division prepares Council agenda reports, monthly status reports, and annual 5-year Capital Improvement Plan, make presentations, serves as Executive Team liaison to the Forest and Beach Commission and on the Transportation Agency for Monterey County Technical Advisory Committee (TAMC TAC) and Traffic Safety Committees, liaison to volunteer groups throughout the City, performs engineering services, and provides administrative support, budgeting, scheduling, and performance oversight of the operating divisions.

STREET MAINTENANCE

The Street Maintenance Division supervises Public Works field personnel, prioritizes and allocates equipment, tools, and material resources, repairs streets, potholes, sidewalks, curbs, fencing, storm drainage system, berms, traffic signs, striping, and pavement markings, performs street sweeping, provides fleet maintenance services, reviews utility and encroachment permit applications, supports City events, and provides emergency response.



FACILITIES MAINTENANCE

The Facilities Maintenance Division maintains and repairs 20 City-owned buildings and facilities with 137,000 square feet, including 8 historic buildings nearly 100 years old, supports facility renovation capital improvements, oversees janitorial contract, obtains quotes and manages building trade contractors, implements ADA projects, and performs annual fire safety apparatus, generators, and backflow inspections.

ENVIRONMENTAL COMPLIANCE

The Environmental Compliance Division enforces State storm water quality and waste reduction/recycling regulations, oversees the City's waste hauler contract, implements Climate Action and Adaptation Plan projects, serves on ReGen Monterey and Monterey Regional Stormwater



Management Program TAC committees, manages sensitive projects in the North Dunes and Mission Trail Nature Preserve (MTNP), evaluates energy reduction initiatives, and coordinates with partners on resiliency, environmental, and sustainability-focused projects.



FORESTRY, PARKS AND BEACH

The Forestry, Parks and Beach Division performs tree management for 12,000+ City trees, including planting, pruning, and removal services, prepares reports and presentations for Forest & Beach Commission meetings, maintains eight City parks, Carmel Beach, open spaces, and landscaped islands, collaborates with volunteer organizations, processes tree removal/pruning permits, reviews private development applications, manages multiple on-call tree care and landscape maintenance service contractors, and provides emergency response during storms.

PROJECT MANAGEMENT

The Project Management Division implements planning, engineering, design, public bidding, and construction- of capital improvement projects, including transportation, drainage, and facility renovation projects, performs condition assessments, manages consultants and contractors, coordinates with utilities and other City departments, prepares special conditions of approval for major encroachment permits, checks technical reports and plans, obtains permits, and prepares specifications, contract documents, and cost estimates.

2024-2025 INITIATIVES AND ACCOMPLISHMENTS

Street and Sidewalk Maintenance

- Used 28 tons of asphalt for in-house street repairs.
- Installed a split rail fence on Ocean Avenue (San Antonio to Del Mar).
- Created and installed new bus parking signs on Junipero Street and Carmel Plaza.
- Completed slurry seal of the City Hall parking lot.
- Completed the AB 413 daylighting changes.
- Began the 24/25 Drainage Repair Project.
- Implemented new sidewalk survey software.
- Repaired dozens of downtown sidewalks and associated tree wells.

Habitat Restoration & Environmental Oversight

- Supported volunteer and reporting efforts at the North Dunes Habitat Restoration Area with Native Solutions and Denise Duffy & Associates.



- Installed new signage and created trail maps at all five entrances of Mission Trail Nature Preserve (MTNP) with Friends of MTNP (FOMTNP).
- Oversaw MTNP 3 Streams Project compliance with ACOE, RWQCB, and CDFW permits.
- Regularly cleaned the beach and conducted in-house sand redistribution at Del Mar Dunes and cleaned log piles in Rio Park.
- Implemented Phase 2 of the Sea Level Rise/Coastal Adaptation Strategies

presented to Planning and Forest & Beach Commissions.

- Launched a new Sea Level Rise/Adaptation Strategies Community Survey.
- Repaired six beach access stairways under two Emergency Coastal Development Permits.
- Conducted bird nesting surveys in compliance with the Migratory Bird Treaty Act and the California Fish and Game Code.

Stormwater & Waste Management

- Revamped SB 1383 waiver program and CalRecycle procurement records.
- Updated restaurant stormwater inspection records.
- Submitted the 2024 Stormwater Annual Report to the Regional Water Quality Control Board.
- Conducted bi-annual stormwater trainings for Police and Fire Departments.
- Supported Monterey Regional Stormwater Management Program as a Training & Contract subcommittee member.
- Worked with ReGen to compile the Electronic Annual Report (EAR) to CalRecycle.

Facilities Improvements & Repairs

- Constructed three new Public Works offices and one cubicle at Vista Lobos; remodeled restroom and began window frame replacements.
- Upgraded Sunset Center's Carpenter Hall heating system and Yoga Cottage roof tiles.
- Replaced commercial roll-up doors, faulty Fire Station door motor, and installed additional panic alarms at Public Works and libraries.
- Upgraded electrical panels (Ocean/Junipero), lighting (Flanders Mansion garage), and 911 public phones citywide.



- Completed painting projects at Harrison Memorial Library and Sunset Center; replaced sheetrock at Park Branch Library.
- Restored Flanders Mansion front door and repaired the skylight at Forest Hill Park tennis court restroom.
- Repaired City Hall sump system, replaced ceiling tiles, and painted the lobby.
- Completed Devendorf Park pond UV filtration system and Del Mar beach restroom drainage repairs.
- Painted Del Mar restrooms and repaired Piccadilly Park's artistic fountain.
- Repaired and upgraded Public Works rear access gate system.
- Performed city-wide window cleaning, gutter cleaning, and ADA/key control upgrades at City Hall and Public Works.

Urbanized Forest, Parks & Landscaping

- Removed over 175 dead, dying, or diseased trees and removed over 300 stumps, far exceeding our goals set for Year 1 of our 3-Year 'Catch-Up Plan' to address a backlog of tree-related work.
- Evaluated and rendered a decision on 300+ permits applications for tree prunings or removals.
- Maintained 48 landscaping sites throughout the City by management of an on-call contractor.
- Identified over 100 locations with lines attached to tall tree stumps which are being used as utility poles and began the removal of dozens with the aid and coordination of utility companies.
- Continued the deliberate, collaborative, and precise development of the Carmel Forest Master Plan alongside feedback from our residents, the Steering Committee, and our on-call ecologist.



- Completed beautification projects, including re-landscaping Ocean Avenue medians, and transitioned the Scenic pathway maintenance to City oversight, previously led by Carmel Cares.
- Worked closely with our partners FOMTNP and Friends of Carmel Forest to enhance our downtown beauty by planting the ‘right tree, right location’ model, as well as managing the removal of invasive tree species, plants, and mastication surrounding walking trails.
- Assumed administrative responsibility of the tree permit process from the Community Planning & Building Department.
- Updated and streamlined the tree permit process to merge all applications onto one form, both digitally and hard copies.

Community Engagement & Events

- Held the third annual Earth/Arbor Day Celebration.
- Installed dozens of new Ribbon Cans and replaced several lids.
- Held Workshop for the Carmel Local Coastal Program Sea Level Rise/Adaptation Strategies.
- Held ceremony for new Red Eagle sign installation.
- Worked with FOMTNP and presented e-bike regulations to the Forest & Beach Commission.
- Held multiple Community meetings for the Carmel Forest Management Plan.
- Coordinated with TAMC to hold the Regional Vision Zero Action Plan Public Workshop.

2025-2026 PRIORITIES

- Procure Compact Track Loader and two EV pickup trucks
- Start the Conglomerate Paving Project and Sidewalk Replacement CIP
- Design/construction of shoreline infrastructure repairs
- Construct the Fourth Avenue outfall
- Construct the Junipero bypass drainage project
- Design MTNP stream projects 4 & 5
- Develop a Copper Policy
- Implement beautification projects, notably the re-landscaping of the First Murphy park
- Install new split rail fencing at the north end of the North Dunes Habitat Restoration Area
- Construct four of the Carmel Beach Coastal Protection and Access Improvements Projects
- Continue North Dunes Restoration Improvements and Reporting
- Prepare a new Amendment to the Coastal Development Permit for the North Dunes Habitat Restoration Area

- Repair retaining walls at Sunset Center
- Install insulated windows at Fire station and upgrades to accommodate fire engine
- Fire service backflows upgrades for City Hall and both libraries
- Conduct Phase II of Sunset Center painting
- Replace over a dozen windows at Park Branch Library
- Complete Sunset Center Yoga center re-roofing
- City Hall exterior shingles replacement and handrail painting
- Flanders Mansion window frame/gutter painting
- First Murphy House painting, water intrusion, dry rot repairs
- Repair of leaks into Public Works garage
- Complete Year 2 goals (128 dead & dying tree removals and 220+ stump removals) of our 3-Year 'Catch-Up Plan' to address a backlog of tree-related work.



BUDGET SUMMARY AND SERVICE IMPACTS

Public Works Department Total				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-119-00-41001	Salaries	\$2,641,852	\$2,210,445	\$2,835,400
101-119-00-41005	Overtime	15,000	10,869	11,000
101-119-00-41101	Retirement	174,564	143,655	175,756
101-119-00-41103	Deferred Compensation	26,523	19,375	16,669
101-119-00-41104	Health Insurance	631,333	453,890	676,760
101-119-00-41106	Medicare	39,190	31,838	41,272
101-119-00-41107	LTD/STD/Life	3,287	2,574	3,989
101-119-00-41108	Worker's Comp	130,340	103,908	133,155
101-119-00-41109	Benefits-MOU Obligations	39,520	34,046	39,520
	Salaries & Benefits Subtotal	\$3,701,609	\$3,010,602	\$3,933,521
101-119-00-42001	Contract Services	\$2,416,862	\$988,480	\$1,439,125
101-119-00-42009	Advertising and Legal Notice	5,000	2,364	4,075
101-119-00-42101	Office Supplies	3,000	1,894	6,000
101-119-00-42102	Publications & Subscriptions	8,000	9,922	19,000
101-119-00-42104	Safety Equipment and Supplies	10,000	11,717	11,000
101-119-00-42105	Materials and Supplies	257,650	222,556	269,475
101-119-00-42106	Small Tools and Equipment	4,095	55	17,500
101-119-00-42107	Gas and Oil	30,000	26,592	38,000
101-119-00-42202	Equipment Maintenance	20,405	2,906	12,000
101-119-00-42203	Vehicle Maintenance	38,000	26,967	39,500
101-119-00-42301	Training & Education	15,000	1,605	14,000
101-119-00-42304	Dues & Memberships	3,180	0	4,060
101-119-00-42403	Printing	2,000	0	0
101-119-00-42408	Permits and Licenses	13,200	17,721	14,500
101-119-00-42409	Rentals	10,000	4,980	10,000
	Services & Supplies Subtotal	\$2,836,392	\$1,317,760	\$1,898,235
	Total	\$6,538,001	\$4,328,362	\$5,831,756

ADMINISTRATION

The Administration Division budget includes funding for Contract Services (\$19,700), including uniforms and software contracts, training (\$14,000), subscriptions (\$19,000), and office supplies (\$6,000).

PW Administration				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-119-40-42001	Contract Services	\$32,200	\$15,514	\$19,700
101-119-40-42009	Advertising and Legal Notice	5,000	2,364	4,075
101-119-40-42101	Office Supplies	3,000	1,894	6,000
101-119-40-42102	Publications & Subscriptions	8,000	9,922	19,000
101-119-40-42104	Safety Equipment and Supplies	10,000	11,717	11,000
101-119-40-42301	Training & Education	15,000	1,605	14,000
101-119-40-42304	Dues & Memberships	3,180	0	4,060
101-119-40-42403	Printing	2,000	0	0
Services & Supplies Subtotal		\$78,380	\$43,017	\$77,835

STREET MAINTENANCE

The Street Maintenance Division budget includes funding for Materials and Supplies (\$71,500) for mutt mitts (\$30,000), asphalt, sidewalk pavers, and traffic paint, Equipment and Vehicle Maintenance (\$39,500), Fuel (\$38,000), and Contract Services (\$61,300).

PW Street				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-119-41-42001	Contract Services	\$66,000	\$56,220	\$61,300
101-119-41-42105	Materials and Supplies	81,100	84,362	71,500
101-119-41-42106	Small Tools and Equipment	4,095	55	17,500
101-119-41-42107	Gas and Oil	30,000	26,592	38,000
101-119-41-42202	Equipment Maintenance	20,405	2,906	12,000
101-119-41-42203	Vehicle Maintenance	38,000	26,967	39,500
101-119-41-42409	Rentals	10,000	4,980	10,000
Services & Supplies Subtotal		\$249,600	\$202,081	\$249,800

FACILITIES MAINTENANCE

The budget for the Facilities Maintenance Division includes funding for Contract Services (\$624,585) including janitorial (\$289,085), alarm monitoring, and generator services, HVAC, plumbing, roofing, and electrical repairs, and Materials & Supplies (\$99,500) for doors, hardware, lighting, filters, plumbing, and first aid supplies.

PW Facilities				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-119-42-42001	Contract Services	\$606,762	\$492,207	\$624,585
101-119-42-42105	Materials and Supplies	94,350	75,132	99,500
Services & Supplies Subtotal		\$701,112	\$567,339	\$724,085

ENVIRONMENTAL COMPLIANCE

The Environmental Compliance Division budget includes funding for Contract Services (\$248,200), including SB1383 implementation, recycling containers, and waste hauler oversight (\$8,200), stormwater quality enforcement and watershed monitoring (\$26,000). Cleaning of storm drains, on-call environmental consultants, and climate change initiatives, and Permits and Licenses (\$14,500) for stormwater and Air Resources District permits and MTNP invasive removals and North Dunes habitat monitoring services.

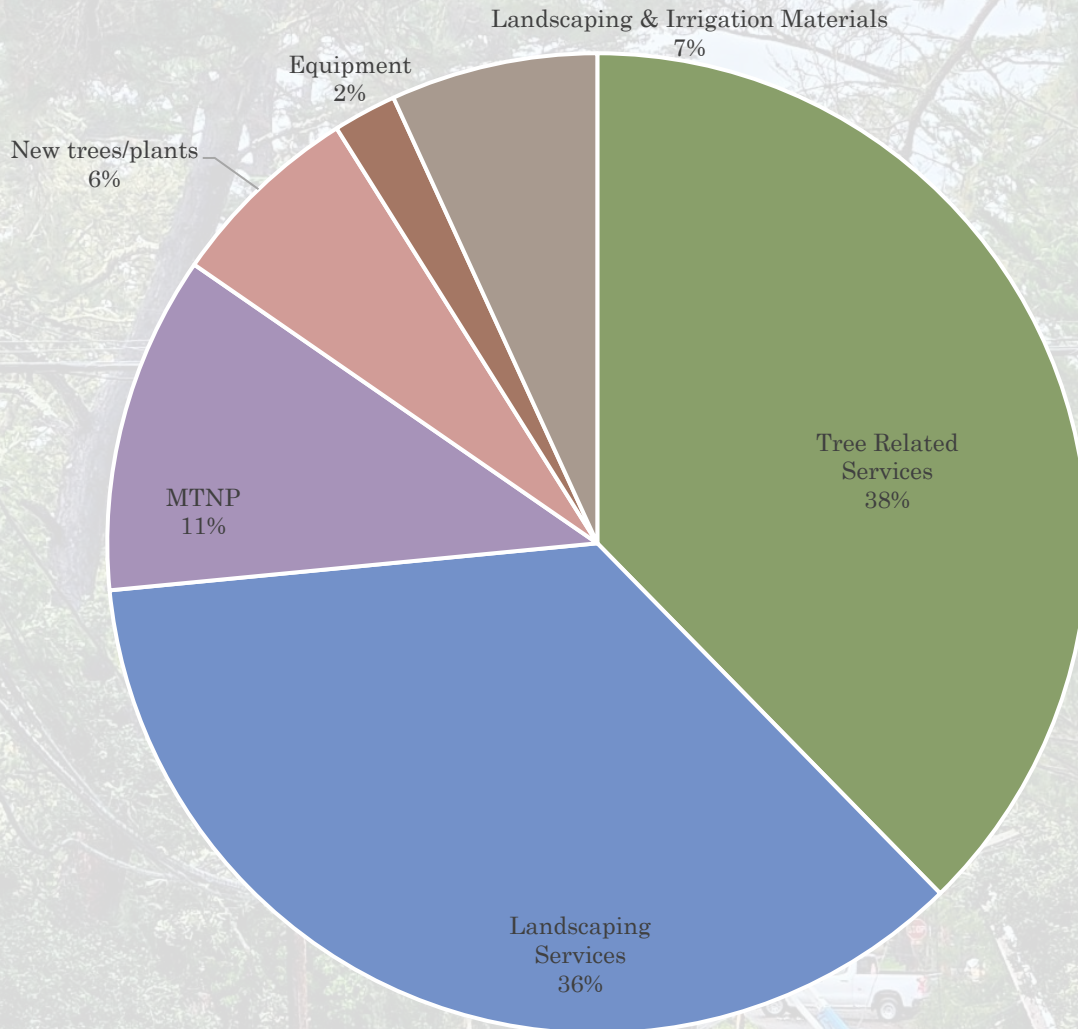
PW Environmental Compliance				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-119-43-42001	Contract Services	\$282,700	\$63,202	\$188,200
101-119-43-42408	Permits and Licenses	13,200	17,721	14,500
Services & Supplies Subtotal		\$295,900	\$80,923	\$202,700

FORESTRY, PARKS AND BEACH

The Forestry, Parks, and Beach Division budget includes funding for Contract Services (\$545,340), including tree contractors for removals, pruning, stump grinding, MTNP tree work, beautification projects, landscape maintenance contract (\$183,500), and materials and supplies (\$98,475).

PW Forest & Beach				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-119-45-42001	Contract Services	\$1,429,200	\$361,336	\$545,340
101-119-45-42105	Materials and Supplies	82,200	63,062	98,475
Services & Supplies Subtotal		\$1,511,400	\$424,398	\$643,815

FY25-26 Forestry, Parks & Beach Expenditure Detail



Type of Expenditure	Budget	%
Tree Related Services	\$ 242,500	38%
Landscaping Services	230,500	36%
MTNP	71,840	11%
New trees/plants	41,500	6%
Equipment	13,500	2%
Landscaping & Irrigation Materials	43,975	7%
Total	\$ 643,815	100%

PUBLIC SAFETY

The Director of Public Safety/Police Chief manages the Public Safety Department and three distinct functions:

POLICE DEPARTMENT

The Police Department is responsible for law enforcement and crime prevention within the City. The mission of the Department is to protect and serve, with the primary responsibility of ensuring the rights of citizens and visitors to live in peace and safety. It also oversees the management and operation of the Emergency Operations Center; the Volunteers in Policing Program (VIPs) that assists with daily clerical activities, errands, public outreach and special events and the City Community Emergency Response Team (CERT) of volunteers ready to assist the community during an emergency situation.

FIRE DEPARTMENT

The Fire Department is primarily responsible for saving lives and protecting property through the prevention and control of fires. The Fire Department has operated under a contract with the City of Monterey since 2012. The Public Safety Department manages the contract with the City of Monterey and is responsible for oversight of needed equipment and supplies.



CARMEL FIRE AMBULANCE

Carmel Fire Ambulance provides advanced life support ambulance service to the residents of Carmel-by-the-Sea. Ambulance staffing includes paramedic-firefighters and emergency medical technician-firefighters to provide front line medical emergency response and all-hazard response as a key component of the City's public safety services.

2024-2025 INITIATIVES AND ACCOMPLISHMENTS

- Vacancies were filled to include, (1) Police Commander, (1) Police Officer, and (3) Dispatchers.
- Began developing new contract language for Fire services with the City of Monterey.
- A new radio tower was purchased in conjunction with Monterey County and a grant through the Bay Area Urban Areas Security Initiative (UASI). The installation of the tower was completed allowing the police department to communicate with other county agencies on the digital network.
- The police department purchased three electric vehicles, including two for patrol use.

- Volunteer groups like (VIPS) volunteers in policing and (CERT) Community Emergency Response Team were utilized during a number of emergencies and community events.
- Completion for the AB481 legal requirement to inform the public about the police department's use of Military Equipment.
- Implementation of AB413 "Daylighting Bill" to protect pedestrians at curbed crosswalks throughout the village.
- Completion for the Flock Camera Ad Hoc Committee resulting in a change in the number, use, and location of Flock Cameras in the village.

2025-2026 PRIORITIES

- Continue recruitments to fill additional Police Officer positions and be fully staffed.
- Continue work towards the completion of the Police Department Remodel Project.
- Resolution of the proposed Ambulance Merger with Monterey Fire.
- Update the City Emergency Operations Plan.
- Implement a Police Social Media Presence.
- Expand the Seniors Helping Seniors program to include an App for seniors needing special care during emergencies.

BUDGET SUMMARY AND SERVICE IMPACTS

POLICE DEPARTMENT

- The FY 25-26 Budget reflects a total decrease of \$86,000 from the FY 24-25 Budget.
- The Department will continue to focus on patrol and response to public safety needs.
- The FY 25-26 Budget reflects a decrease of \$246,000 in services and supplies over the FY 24-25 Budget. The decrease is primarily the result of the change in contract service for the Flock camera system and reduced vehicle repair costs. Training expenses were increased to add leadership training for supervisors, required continued education training for officers, and academy training for new hires. Contract services include expenses critical to operations including dispatch, jail booking and animal services provided by Monterey County; tasers, body and surveillance cameras and associated maintenance costs.

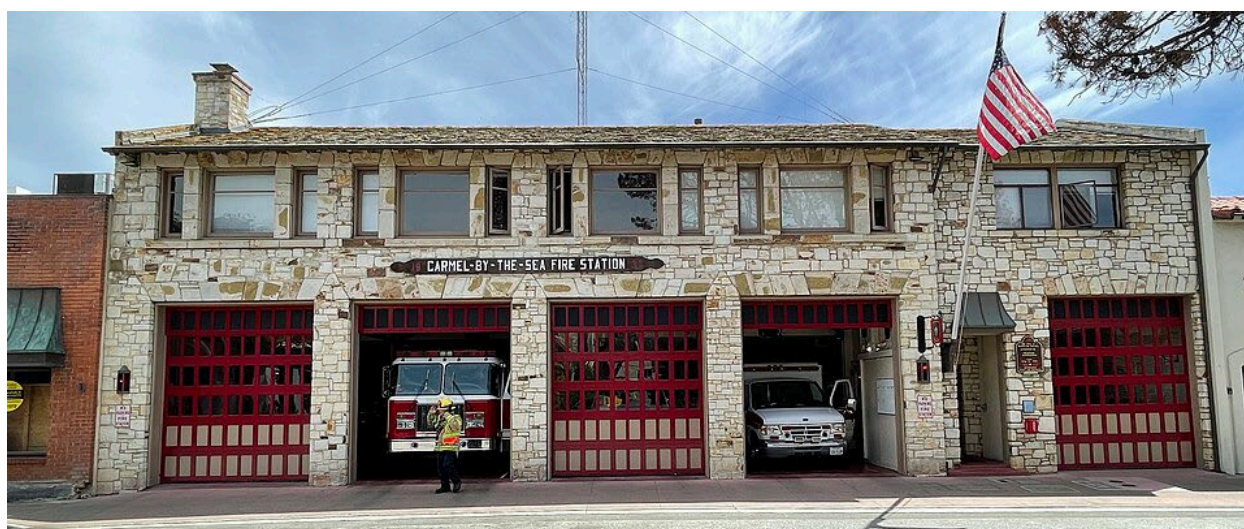


Police				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-116-00-41001	Salaries	\$706,786	\$595,605	\$897,295
101-116-00-41002	Salaries -Safety	2,173,856	1,813,760	2,389,538
101-116-00-41005	Overtime	0	0	37,500
101-116-00-41006	Overtime -Safety	395,000	519,579	112,500
101-116-00-41009	Holiday in Lieu	160,018	146,433	116,197
101-116-00-41101	Retirement	56,159	42,909	58,227
101-116-00-41102	Retirement -Safety	364,915	314,180	287,018
101-116-00-41103	Deferred Compensation	176,051	205,953	198,322
101-116-00-41104	Health Insurance	531,906	370,994	636,750
101-116-00-41106	Medicare	47,397	46,592	51,786
101-116-00-41107	LTD/STD/Life	3,117	2,470	3,084
101-116-00-41108	Worker's Comp	188,860	141,590	179,870
101-116-00-41111	Uniform Allowance	23,040	21,090	18,460
Salaries & Benefits Subtotal		\$4,827,105	\$4,221,156	\$4,986,547
101-116-00-42001	Contract Services	\$365,779	\$180,924	\$250,000
101-116-00-42005	Community Promotions	4,500	1,600	5,300
101-116-00-42101	Office Supplies	8,800	6,004	8,800
101-116-00-42102	Publications & Subscriptions	420	0	420
101-116-00-42104	Safety Equipment and Supplies	114,000	38,956	50,000
101-116-00-42107	Gas and Oil	55,000	31,614	35,000
101-116-00-42201	Building Maintenance	2,000	229	2,000
101-116-00-42202	Equipment Maintenance	81,200	43,955	85,700
101-116-00-42203	Vehicle Maintenance	93,000	75,734	40,000
101-116-00-42301	Training & Education	36,000	53,418	50,000
101-116-00-42304	Dues & Memberships	1,475	1,755	1,400
101-116-00-42403	Printing	6,300	0	6,300
101-116-00-42404	Shipping/Postage/Freight	600	20	600
101-116-00-42405	Telephone and Communications	9,500	783	10,000
101-116-00-42415	Other Expenditures	24,800	30,389	12,000
Services & Supplies Subtotal		\$803,374	\$465,383	\$557,520
Total		\$5,630,479	\$4,686,539	\$5,544,067

FIRE DEPARTMENT

- The FY 25-26 Budget reflects a total decrease of \$111,000 from the FY 24-25 Amended Budget.
- Contract services include fire services provided by the City of Monterey (\$3,253,597).
- The FY 25-26 Budget also includes funding for fuel (\$22,000) and vehicle maintenance (\$40,000) as Carmel is responsible for vehicle repair and replacement under the contract with Monterey.

Fire				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-117-00-42001	Contract Services	\$3,382,924	\$3,020,982	\$3,346,924
101-117-00-42005	Community Promotions	1,000	487	1,000
101-117-00-42103	Medical Supplies	3,000	0	3,000
101-117-00-42104	Safety Equipment and Supplies	13,100	2,402	0
101-117-00-42107	Gas and Oil	19,000	6,260	22,000
101-117-00-42202	Equipment Maintenance	4,450	0	4,500
101-117-00-42203	Vehicle Maintenance	105,000	100,414	40,000
Total		\$3,528,474	\$3,130,544	\$3,417,424



CARMEL FIRE AMBULANCE

- The FY 25-26 Budget reflects a total decrease of \$90,000 from the FY 24-25 Amended Budget.
- The budget is based on the City's current minimum operating cost to maintain management of the ambulance services.
- Contract services include station coverage by the City of Monterey as needed (\$88,300), ambulance billing (\$48,000), Monterey Fire management of Ambulance personnel (\$28,000). Other major expenses include medical supplies (\$48,000), fuel and vehicle maintenance (\$21,000 and \$70,000 respectively), safety equipment (\$17,500) and required training to maintain credentials (\$15,000).

Ambulance				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
101-118-00-41002	Salaries -Safety	\$828,493	\$744,029	\$875,140
101-118-00-41006	Overtime -Safety	282,480	262,434	140,000
101-118-00-41009	Holiday in Lieu	53,920	82,137	79,287
101-118-00-41102	Retirement -Safety	118,036	90,627	115,608
101-118-00-41103	Deferred Compensation	5,400	5,100	3,900
101-118-00-41104	Health Insurance	133,767	85,651	159,012
101-118-00-41106	Medicare	14,903	15,507	15,919
101-118-00-41107	LTD/STD/Life	791	623	590
101-118-00-41108	Worker's Comp	101,080	46,288	58,802
101-118-00-41111	Uniform Allowance	5,400	3,000	3,450
Salaries & Benefits Subtotal		\$1,544,270	\$1,335,397	\$1,451,708
101-118-00-42001	Contract Services	\$195,902	\$174,497	\$200,000
101-118-00-42101	Office Supplies	1,000	0	0
101-118-00-42103	Medical Supplies	48,150	50,338	48,150
101-118-00-42104	Safety Equipment and Supplies	17,500	0	17,500
101-118-00-42107	Gas and Oil	26,000	6,479	21,000
101-118-00-42201	Building Maintenance	10,000	984	5,000
101-118-00-42202	Equipment Maintenance	4,000	994	4,000
101-118-00-42203	Vehicle Maintenance	62,000	41,336	70,000
101-118-00-42301	Training & Education	14,150	1,188	15,000
Services & Supplies Subtotal		\$378,702	\$275,815	\$380,650
Total		\$1,922,972	\$1,611,212	\$1,832,358



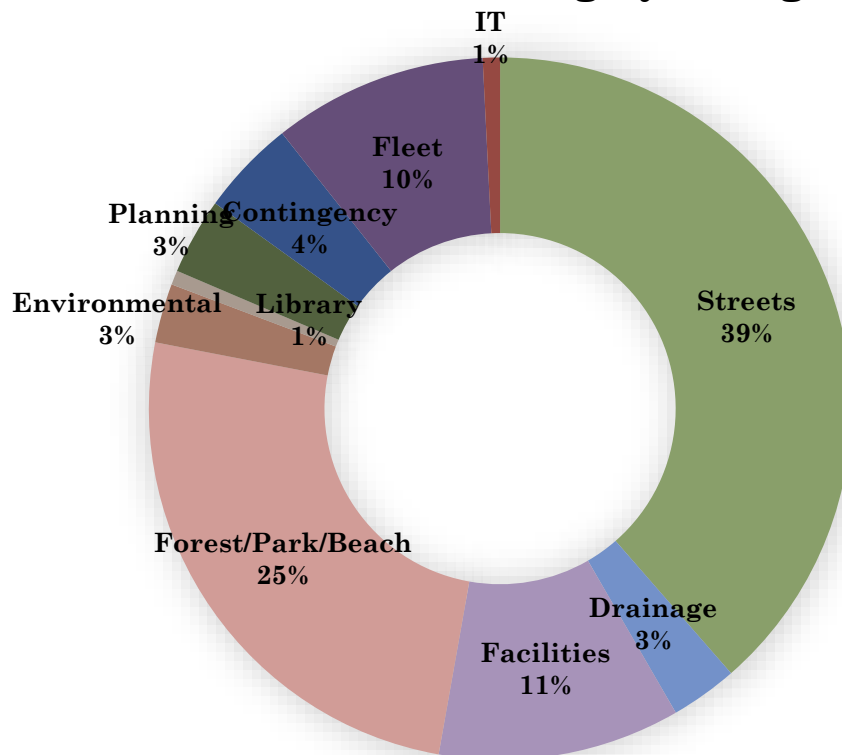
CAPITAL IMPROVEMENT PLAN (CIP)

CAPITAL IMPROVEMENT PLAN

The FY 25-26 Budget includes \$7.9 million for capital projects. This level of capital spending represents 20% of the total citywide budget of \$39.7 million and requires the use of \$5.0 million of the City's unassigned fund balance. Sales tax revenue generated by Measure C, the City's local sales tax, also plays a pivotal role in providing a funding source for the City's capital needs. The presence of state and county gas and transit taxes also provide a consistent base, albeit partial, for much needed street projects. That said, the five-year capital plan points out that, as vital as these funding sources are, they cannot cover the full scope of identified improvements in the long-term requiring that we attend to the highest needs and deferring others until funding becomes available.

Capital outlay funds several types of projects as depicted below in the "FY 25-26 CIP Funding by Category" chart. Streets account for 39% of capital expense, with a proposed budget of \$4.38 million, largely funded by revenues the City receives specifically for street maintenance and other transportation-related projects. The FY 25-26 Budget recognizes the importance of facility investments including \$1.265 million for deferred facility maintenance items that address Sunset Center elevator, painting and Yoga Center reroof, Forest Theater Stage, Fire station upgrades, City Hall exterior shingles, and Sunset Center Cottage Window Repairs.

FY 25-26 CIP Funding by Category



Drainage projects reach \$1,075,000 or 25%% of the CIP budget, and include Reconstruction of the Fourth Ave Outfall and MTNP Streams 5-6 Drainage project. Included in this fiscal year's budget is a \$500,000 CIP Contingency to provide funds when needed to award construction contracts that may have outdated cost estimates, such as for carry-over projects, the scope of essential work has increased, and/or when construction bids are competitive, but higher than available funds. Capital outlay includes \$1.2 million for the projects listed in the Vehicle and Equipment Fund table below.

VEHICLE AND EQUIPMENT FUND

Vehicle and Equipment Fund		
Account Number	Account Description	FY25-26 Recommended Budget
503-513-00-43004	Ambulance Heart Monitor	\$35,000
503-513-00-43005	Ambulance	450,000
503-513-00-43005	PW Compact Track Loader	125,000
503-513-00-43005	PW EV Trucks (2)	150,000
503-513-00-43005	Police Patrol Vehicles (2)	150,000
503-513-00-43005	Forestry Utility Bucket Truck	180,000
503-513-00-43006	Police Radios Year 5 of 6	30,000
503-513-00-43007	IT Network Refresh	40,000
503-513-00-43007	Wireless Access Point	50,000
Vehicle and Equipment Total		\$1,210,000

Funding for vehicles and equipment prioritizes public safety response capabilities, including enhanced communications and the purchase of new vehicles. A focus on environmentally friendly vehicles is evident in this year's spending plan.

Ambulance Hear Monitor (\$35,000)

This project involves the purchase of new monitors to improve emergency medical care by enabling real-time cardiac assessment during transport, ensuring faster, more effective treatment for patients with heart-related conditions.

Ambulance (\$450,000)

A contract to build the new ambulance and furnish equipment for \$410,000 was executed last fiscal year. Delivery is anticipated in late 2025. Funding of \$400,000 from the Vehicle and Equipment Fund and a \$50,000 donation will be programmed in FY 25-26.

Public Works Compact Track Loader (\$125,000)

The purchase of a compact track loader will significantly improve the City's beach maintenance operations. Currently, the lack of a dedicated equipment ramp for beach access makes transporting machinery onto the beach difficult and inefficient. This purchase will enhance our ability to perform essential tasks such as sand redistribution and erosion control on the Del Mar and Volleyball Dunes. These areas are crucial for both recreational

use and ecological health, and proactive maintenance is vital for their preservation. The compact track loader will provide the necessary mobility and power to navigate the sandy terrain effectively. We are requesting the inclusion of a flail mower and a street broom as attachments to further broaden the machine's utility. The flail mower will assist in vegetation management throughout the City, and the street broom will be used for debris removal and maintaining cleanliness in the Del Mar parking lot. This proactive approach will save time and resources by preventing more significant issues from developing.

Public Works EV Trucks (2) (\$150,000)

The Public Works Department plans to replace a 2000 Dodge Dakota and a 2002 Ford Ranger due to their age, condition, and wear by acquiring two Electric Vehicle (EV) trucks. These EV trucks will be used across all divisions of the Public Works Department. Given the department's heavy reliance on its fleet of trucks for routine maintenance, repairs, equipment transportation, and emergency response, the transition to EV trucks will reduce the City's carbon footprint and lower fuel and maintenance expenses. Additionally, acquiring these EV trucks aligns with the State's mandate for increasing EV adoption in municipal fleets. By proactively transitioning to electric vehicles, the City demonstrates its commitment to environmental sustainability and compliance with state regulations. This initiative will position the City of Carmel as a leader in adopting clean energy solutions and contribute to a healthier environment for our community.

Police Patrol Vehicles (2) (\$150,000)

The Police Department would replace two Dodge Durango vehicles with two Ford Explorer patrol vehicles due to mechanical issues with their engines.

Forestry Utility Bucket Truck (\$180,000)

The Forestry Division would replace the old high-ranger bucket truck with a specialized utility bucket vehicle equipped with a hydraulic lifting system and an attached bucket or platform. This truck would be used on a daily basis by the Forestry Maintenance crew for inspecting tree canopies and tree trimming and removal.

Police Radios Lease (Years 5 of 6) (\$30,000)

Twenty-two (22) radios were purchased in 2021 with a payment schedule of \$30,000 per year for six years, with funding from the Vehicle and Equipment Fund.

IT Network Refresh (\$40,000)

Funding will be used to upgrade and modernize the City's existing network infrastructure to enhance performance, reliability, and security. The City would replace outdated hardware, implement faster and more scalable solutions, and seamless connectivity for all departments and services. The project will focus on improving cybersecurity measures.

Wireless Access Point (\$50,000)

Funding will be used to purchase and install new Wireless Access Points (WAPs) throughout city facilities to enhance wireless connectivity and ensure reliable, high-speed internet access for employees and city operations. The project will upgrade outdated or insufficient wireless infrastructure, providing better coverage, faster speeds, and improved

security across public buildings and departments. These upgrades will also support the growing demand for mobile devices.

CAPITAL PROJECTS FUND

The Capital Projects budget for expenditures includes 32 new projects for a total of \$6.7 million. In addition, \$3.5 million of projects started but not finished in FY 2024-2025 will be carried-over as a part of reserved fund balance.

Category	Description	FY25-26 Recommended Budget
New Capital Projects		
Streets	Resurfacing Parking Lots (CL,SC)	300,000
Streets	Road Segment Project (10 road segments)	300,000
Streets	Scenic/Santa Lucia ADA Parking	20,000
Streets	Sidewalks	500,000
Streets	Sunset Center Retaining Walls Construction	450,000
Drainage	Junipero Bypass Pipe - Design	175,000
Drainage	MTNP Stream Projects 5 - 6 Design	175,000
Facilities	ADA Upgrade, Year 8	20,000
Facilities	City Hall Exterior Shingles	70,000
Facilities	Design Repairs - CH, FS	150,000
Facilities	Fire Backflows to Code (3 bldgs)	200,000
Facilities	Fire Station Upgrades	175,000
Facilities	Forest Theater Stage	60,000
Facilities	Park Branch Library Window Repairs	50,000
Facilities	Picadilly Restroom Expansion Design	70,000
Facilities	Police / Public Works Building Project	50,000
Facilities	Sunset Center Elevator Power Unit	120,000
Facilities	Sunset Center Painting, Phase 2	250,000
Facilities	Sunset Center Yoga Center Reroof	50,000
Forest/Park/Beach	Rio and Junipero Ave Median Enhancements	100,000
Forest/Park/Beach	Reconstruction of the Fourth Ave Outfall	900,000
Forest/Park/Beach	Shoreline Repairs Stairs Construction	300,000
Forest/Park/Beach	Forest Plan Implementation Year 2	739,000
Forest/Park/Beach	Devendorf Park Improvements	50,000
Forest/Park/Beach	Sand Ramp at Eighth Avenue	275,000
Forest/Park/Beach	Scenic Pathway Enhancements	100,000
Environmental	Ribbon Trash/Recycling Cans, Liners, Parts	60,000
Library	Library Master Plan, Administration	50,000
Library	UV film replacement HML windows	25,000
Planning	Planning ODDS element	200,000
Planning	CEQA MTNP CFMP	200,000
Contingency	CIP Contingency	500,000
Total New CIP		\$6,684,000

Carryover Capital Projects		
Streets	Conglomerate Paving Project - Carryover	2,810,000
Forest/Park/Beach	Shoreline Infrastructure Repair - Carryover	400,000
Environmental	Coastal Engineering Study, Phase 2 - Carryover	250,000
Total Carryover Capital Projects		\$3,460,000

STREETS

Conglomerate Paving Project - Carryover (\$2,810,000)

Annual Paving Project, FY 23-24: In April 2023, Council adopted a list of streets to be included in the FY 23-24 Annual Paving Project. The City's annual Maintenance of Effort is approximately \$700,000 for FY 25-26 leverages external funds via TAMC from Measure X, Gas Tax, SB 1 - the Road Maintenance and Rehabilitation Account (RMRHA), and the Regional Surface Transportation Program (RSTIP). This project includes design and construction of asphalt pavement overlays of five roadway segments, including Upper Ocean Avenue and Santa Lucia Avenue, between Dolores Street and Rio Road, removal of failed pavement sections and providing a slurry seal treatment on 21 road segments predominately in residential neighborhoods, and replacing broken sidewalks with permeable pavers along five road segments in the downtown area.

All of these improvements, which have a construction cost estimate of \$1.68 million, will be included in the Conglomerate Paving Project for FY 2025-26. However, several of the most expensive roadways may be included in the construction bid documents as additive bids and awarded if sufficient funding is available upon receiving the bid proposals.

Annual Paving Project, FY 21-22: Construction of this Project is substantially complete. This project included paving overlays along Junipero Street, between Third and Fourth Avenues, at the Junipero-Camino del Monte intersection, and along Santa Fe Street between Fifth and Sixth and Avenues. Also, the City's first application of a micro-surfacing pavement treatment was completed along Junipero Street, between Fourth and Ocean Avenues, and along San Carlos Street, between Eighth and Thirteenth Avenues. Four large downtown sidewalk repairs were also completed. No budget remains from this project.

Due to higher than anticipated construction bids received for this Annual Paving Project for FY 21-22, four additive bid items were not awarded for the construction contract. The bid items were for paving overlays along San Antonio Avenue, between Fourth and Ocean Avenues, San Antonio, between Ocean and Eighth Avenues, Monte Verde Street, between Fourth and Ocean Avenues, and along Torres Street, from Third to Fifth Avenues. All four of these bid additives, which have a construction cost estimate of \$835,000, will be merged into the Conglomerate Paving Project FY 25-26.

Concrete Street Repairs, FY 22-23: The design of this project is complete and “shovel ready” for construction; however, the construction cost estimate is nearly \$3 million. Therefore, the majority of this project will be shelved until future capital funding becomes available. The project includes repairs and resurfacing of concrete intersections at Ocean-San Antonio, San Carlos-Fifth, San Carlos- Sixth, and ADA ramps and bulb out improvements at the Junipero-Seventh intersection. Also, structural repairs and resurfacing are included along Ocean Avenue, between Monte Verde and San Antonio, as well as the three intermittent side streets, up to the sidewalks, on both sides of Ocean Avenue. In addition, the project includes repairs and resurfacing of San Carlos Street between Fifth and Sixth Avenues. Only one portion of this project will be included in the Conglomerate Paving Project – Reconstruction of the San Antonio-Ocean Avenue intersection – which has a cost estimate of \$293,000.



Resurfacing Parking Lots (CL,SC) (\$300,000)

The allocated funding will be used for the required asphalt pavement maintenance at the Children's Library and the Sunset Center Main Lot. This work will address necessary repairs and improvements to maintain the safety and functionality of the parking lots. The funding will cover resurfacing, patching, and other asphalt-related maintenance tasks.

Road Segment Project (10 road segments) (\$300,000)

Funding will be used to address pavement maintenance needs on ten streets that were identified through the City's use of StreetSaver, a pavement management software that helps prioritize repairs based on condition, usage, and cost-effectiveness. These specific streets were selected due to their current condition ratings and maintenance needs, as outlined in the pavement management analysis. The list of streets and associated work was previously discussed with the City Council at the March 24, 2025 meeting.

Scenic/Santa Lucia ADA Parking (\$20,000)

Funding will be used for the installation of an ADA-compliant parking stall through pavement restriping and associated improvements. Additionally, an ADA-compliant access ramp will be installed to provide accessible entry to the scenic pathway. These improvements will enhance accessibility and ensure compliance with current ADA standards, allowing more users to safely enjoy the pathway.

Sidewalks (\$500,000)

Funding will be used for sidewalk repairs in areas that pose trip hazards, ensuring safer pedestrian access throughout the city. This will involve identifying and repairing damaged

or uneven sections of sidewalk to prevent accidents and improve walkability. The repairs will focus on high-traffic areas and locations with the most significant safety concerns.

Sunset Center Retaining Walls Construction (\$450,000)

Funding will be used for the construction of one structural retaining wall in the Sunset Center North Lot located on the north side adjacent to Eighth Avenue, which poses a hazard to the public. This wall has already been designed in the current year's CIP and requires funding for construction.

DRAINAGE

Junipero Bypass Pipe – Design (\$175,000)

The design improvements aim to address capacity issues along Junipero and Ocean, including the installation of a parallel 30-inch pipe on Junipero Street between Fifth and Seventh Avenues and a parallel 24-inch pipe near Fifth Avenue and Torres Street. These upgrades will enhance flow and reduce hydraulic grade line (HGL) peaks. Coordination with the Mission Street Bypass and Fifth Avenue projects may also be considered during the design phase.

MTNP Stream Projects 4-5 Design (\$175,000)

The next stage of the MTNP project addresses the fourth and fifth of eight stream restoration and drainage improvements recommended in the 2019 MTNP Stream Stability Study. The first three projects were completed in late 2024. Any future work now requires updated environmental permits from the U.S. Army Corps of Engineers, the California Department of Fish and Wildlife Service, and the State Regional Water Quality Control Board.

The proposed improvements aim to eliminate stream incision threatening the Serra Trail, restore a more natural stream channel alignment, and reroute a section of the Doolittle Trail that is degrading the stream bank, eroding vegetation, and creating a safety hazard.

Site #4 work includes the design, permitting and implementation of:

- Demolition of the existing concrete ford and installation of a naturalized stream channel
- Construction of a new pedestrian bridge
- Establishment of a new trail through the redwood grove
- Habitat restoration and monitoring

Site #5 work includes the design, permitting, and implementation of:

- Realignment of Mission Creek just below the confluence, through the midpoint of the valley between the Willow Trail and Serra Trail.

In addition, staff is exploring a grant opportunity through the California Wildlife Conservation Board, which offers up to \$1 million for design and up to \$3 million for project implementation.

FACILITIES

ADA Upgrade, Year 8 (\$20,000)

A \$20,000 budget has been allocated for ADA upgrades within the city, aimed at improving accessibility for individuals with disabilities. The funds will be used to address areas in need of compliance, enhancing public spaces and facilities to ensure they meet ADA standards. Specific upgrade areas will be determined based on the city's infrastructure needs.

City Hall Exterior Shingles (\$70,000)

Funding will be used for the repair and restoration of wood shingles on the exterior walls of City Hall, as they need maintenance and some may require replacement. This work will address areas of wear and deterioration, helping to preserve the building's exterior. The project will ensure the structure remains protected and visually appealing.



Design Repairs – City Hall, Fire Station, Vista Lobos (\$150,000)

Funding to be used for repairs to City facilities as recommended in the Facilities Conditions Assessment prepared by Bureau Veritas. These repairs are necessary to address maintenance issues, ensuring the safety, functionality, and efficiency of city buildings. This funding will support ongoing efforts by supplementing the work of the City's Facilities Maintenance Department, specifically for repairs that exceed their current capacity or technical capabilities. The improvements will help prevent further deterioration and reduce long-term repair costs.

Fire Backflows to Code (3 bldgs) (\$200,000)

Funding to be used for fire backflow improvements at three locations: City Hall, HML Library, and Park Branch Library, to bring them into compliance with current code requirements. These upgrades are essential to ensure the safety and effectiveness of the fire suppression systems at each facility. The improvements will address existing deficiencies and help meet regulatory standards.

Fire Station Upgrades (\$175,000)

Funding to be used for upgrades to the Fire Station to accommodate a newly purchased fire truck. These upgrades will include modifications to the station's bays, ensuring they are large enough to house the new equipment safely and efficiently.

Forest Theater Stage (\$60,000)

Funding will be used for the replacement of the wooden stage deck and its incidental support system, which are currently showing significant signs of deterioration. The existing structure has experienced wear over time and needs replacement to ensure safety, structural integrity, and continued usability for performances and events.

Park Branch Library Window Repairs (\$50,000)

Funding will be used for window repairs at Park Branch Library, which includes replacing 18 deteriorated double-pane windows. These windows have lost their insulation, resulting in a persistent steamy appearance, and the wood trim is also deteriorating. Once replaced, the windows will be restored, and the trim will undergo necessary painting.

Picadilly Restroom Expansion Design (\$70,000)

Funding will be allocated for the design of an expansion to the Picadilly restroom, one of the City's most heavily used facilities. During peak summer months, the line for this single-toilet restroom often extends to the sidewalk, highlighting the need for increased capacity.



Police/Public Works Building Project (\$50,000)

Funding allocated for immediate safety repairs while exploratory actions are taken on the future of the Police and Public Works building.

Sunset Center Elevator Power Unit (\$120,000)

Funding will be used for the replacement of the Sunset Center's power unit, including the hydraulic valves. The existing system has reached the end of its useful life and requires an upgrade to ensure continued reliable operation.

Sunset Center Painting, Phase 2 (\$250,000)

Funding will be used for Phase 2 of painting the Sunset Center. This phase will complete the painting of areas not addressed in the previously completed work, enhancing the facility's appearance and protecting surfaces from wear and damage. As a cost-saving measure, staff will incorporate design and project management efforts completed during Phase 1 to streamline the process and reduce overall expenses.

Sunset Center Yoga Center Reroof (\$50,000)

Funding will be used for the roof replacement at the Sunset Center Yoga Center, which is over 30 years old and requires frequent maintenance. The new roof will address ongoing issues and provide long-term durability. This replacement will ensure the facility remains safe and protected from weather-related damage.

FOREST, PARKS AND BEACH

Shoreline Infrastructure Repair (\$400,000)

The first phase of the Coastal Engineering Study included a Shoreline Infrastructure Condition Assessment. The Assessment concluded that 2-4 existing seawalls need repairs, with the highest priority repair being the Fourth Avenue Outfall. Eleven coastal access stairs were assessed with 9 stairs needing repairs, and two stairs are currently closed due to structural damage resulting from winter storms. In addition, of the 6 rock revetments, 4



are high priority in need of repair; one in its entirety and others in some portions. The total cost for engineering design, environmental permits, and construction for all of these repairs will likely exceed \$2 million over the next few years, as outlined in the 5-Year CIP.

This Shoreline Infrastructure Repair Project will initiate the engineering and design of the highest priority repairs, as well as repairing the remaining damaged beach access stairs with similar materials as a “maintenance project”. This approach

is expected to streamline the regulatory approval process. This initial project will also allow the City to better estimate costs and phasing to complete future shoreline infrastructure repairs. A Request for Proposal has been prepared to retain a consultant with expertise in environmental permitting, coastal and structural engineering, and cost estimating.

Project funding for FY 23-24 was initially set at \$250,000. An additional \$100,000 previously budgeted for the Coastal Engineering Study, Phase 2 was reallocated to the Shoreline Infrastructure Project, and a FEMA grant of approximately \$50,000 was received for beach stair repairs. All funds will be carried over into FY 25-26.

Rio and Junipero Ave Median Enhancements (\$100,000)

Funding will be used to design and implement enhancements to the existing medians along Rio Road and Junipero Avenue. Improvements would include new landscaping and irrigation upgrades.

Reconstruction of the Fourth Ave Outfall (\$900,000)

Funding will be used for construction work to replace the outfall structure at 4th Avenue, which is showing significant structural deficiencies and is in a high level of disrepair. The existing structure is at risk of further deterioration, impacting the surrounding area. Design work for the replacement is being initiated in the current fiscal year, with construction aimed at restoring the outfall’s functionality, preventing further erosion, and ensuring the long-term stability of the area.

Shoreline Repairs Stairs Construction (\$300,000)

Funding will be used for construction work to reconstruct stairs damaged by winter storms and the effects of sea level rise. The stairs located north of 10th Avenue and on Twelfth Avenue have sustained deterioration and damage from these storms. Design work for the reconstruction will begin in the current fiscal year, with the goal of restoring safe access while addressing future environmental conditions. The anticipated cost is based on replacing the stairs with wooden structures, consistent with the existing design and environmental considerations. The design phase of the previously approved Shoreline Infrastructure Project (Task 1), which was authorized by City Council on March 24, 2025, is currently underway. Upon completion of this assessment, staff will return to Council with a potential recommendation to reconstruct the existing stairs using new concrete structures, with preliminary engineer's estimates placing the cost at approximately \$400,000 per stair.

Forest Plan Implementations Year 2 (\$739,000)

Budget reflects dead/unsafe tree removals and the backlog of stumps, all part of a 3-year tree maintenance catch-up plan, which began last fiscal year and is expected to culminate in the Fiscal Year 2026-27. In Year 1, the City removed over 175 dead, dying, or diseased trees and removed over 300 stumps, far exceeding our goals.

Devendorf Park Improvements (\$50,000)

Allocated funding will be used to support a series of improvements within Devendorf Park, including enhancements to the War Memorials to preserve their condition and appearance, restoration and upgrades to the existing fishpond to improve its functionality and aesthetic, and the installation of a new guard rail/fence along Sixth Avenue to enhance public safety and define the area. These efforts aim to preserve historic features, improve site aesthetics, and ensure a safer and more welcoming environment for visitors.

Sand Ramp at Eighth Avenue (\$275,000)

Funding will be used for the design and reconstruction of the access sand ramp near Eighth Avenue, which has been repeatedly damaged by winter storms and the impacts of sea level rise. The ramp no longer exists in its current location due to extensive damage. Design work for the new ramp will begin in the current fiscal year, with reconstruction aimed at ensuring safe and reliable access while addressing future environmental challenges.

Scenic Pathway Enhancements (\$100,000)

Funding would be used to resurface and stabilize the existing decomposed granite (DG) pathway along Scenic Pathway, as well as the installation of new signage.

ENVIRONMENTAL

Ribbon Trash/Recycling Cans, Liners, Parts (\$60,000)

The City plans include replacing a portion of its aging cans each year.

Coastal Engineering Study, Phase II (\$250,000)

This study was identified in the City Council-adopted Climate Adaptation Plan as a critical document for sea level rise resilience planning to ensure the City has the tools necessary to make decisions related to the long-term maintenance of coastal resources. All five primary tasks in Phase I are complete, including the Shoreline Infrastructure Condition Evaluation, Shoreline and Beach Exposure Modeling, Coastal Hazard and Sea Level Rise Vulnerability Assessment, and Policy Review. Key findings were presented to the Forest and Beach Commission, Climate Committee, and City Council in 2023 and 2024.

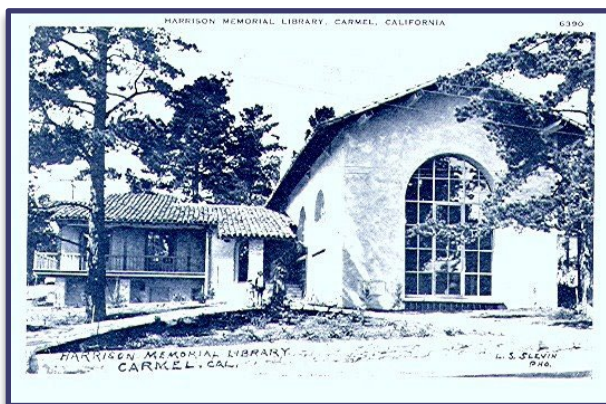
Phase II is a carry-over project that is now underway, and will focus on hazards policy review and revisions, public outreach and engagement, socio-economic analysis, adaptation strategies, pathway development, and development of the City's Local Coastal Program Amendment. This project is fully funded under a recently-executed, \$500,000 Local Coastal Program Grant Agreement awarded by the California Coastal Commission.



LIBRARIES

Library Master Plan – Administration (\$50,000)

Funding will be used to oversee and administer the interior renovations of the Harrison Memorial Library. This project will be a private-public partnership between the Carmel Public Library Foundation and the City of Carmel-by-the-Sea. The library requires essential upgrades to meet modern standards, including improvements to plumbing, electrical systems, and ADA compliance.



UV Film Replacement HML windows (\$25,000)

Replace UV film for the Harrison Memorial Library windows. Life span is 10 years and was last applied in 2011.

PLANNING

Create Objective Development Design Standards (ODDS) (\$200,000)

ODDS created to provide objective (ministerial) design and development regulations for affordable housing projects in compliance with State Law.

CEQA MTNP CFMP (\$200,000)

Environmental compliance work for projects to be completed in Mission Trails Nature Preserve and for adoption of the Carmel Forest Management Plan.

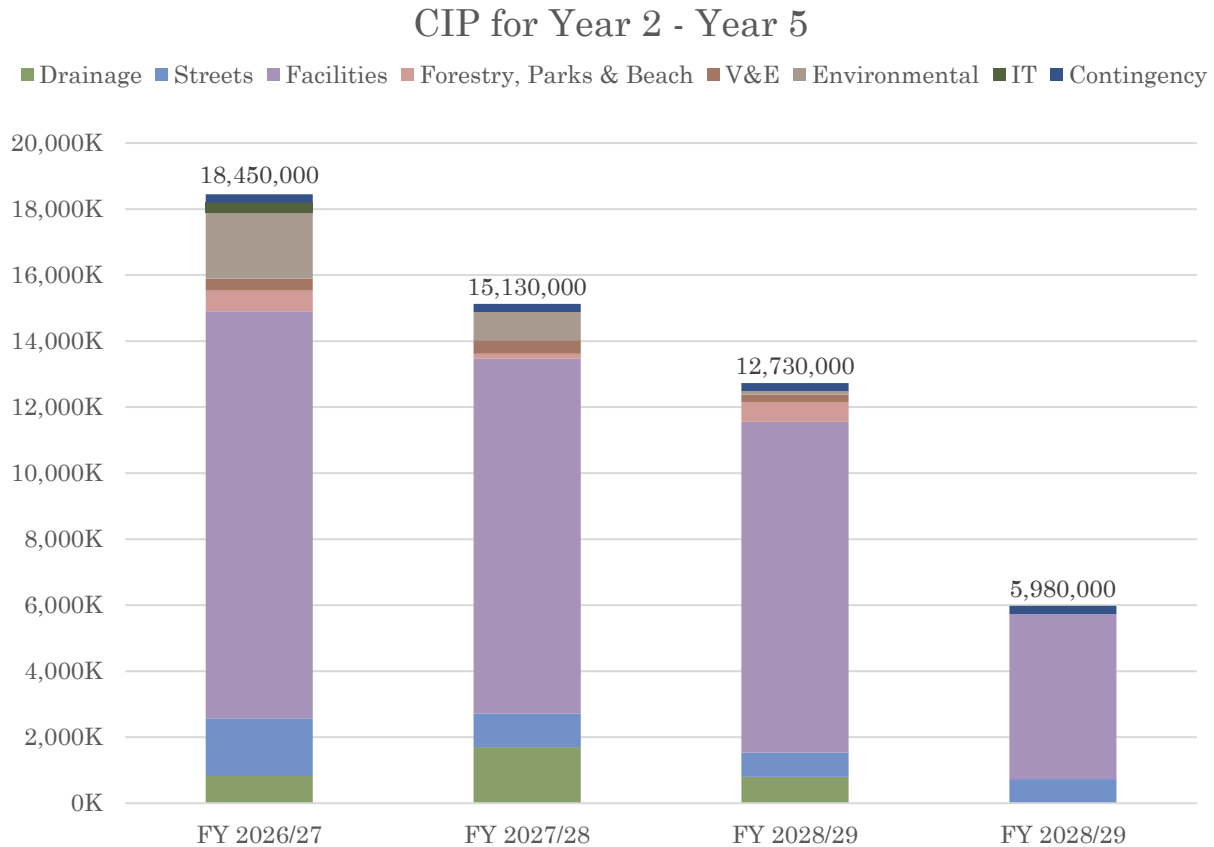
CIP PLANNING

CIP Contingency Fund (\$500,000)

A \$500,000 Contingency Fund will be budgeted to cover any shortfalls to award construction contracts or to close out projects.



KEY PROJECTS AND FUNDING NEEDS FOR YEARS 2 THROUGH 5 OF THE CAPITAL IMPROVEMENT PLAN (CIP)



The 5-year CIP has been updated and is available on the City's website. Although only the first year (FY25-26) is funded as part of this Adopted Budget, the remaining four years serve as an advance planning tool to identify anticipated future projects.

The 5-year CIP is a "snapshot" in time of anticipated needs for future infrastructure revitalization funding in coming years. As a dynamic planning document, the CIP for years 2 through 5 is subject to change as updated information becomes available. A multi-year plan also accommodates scheduling larger projects into multiple years to allow more projects to be underway concurrently, and to allocate construction funding only when those funds are needed.

It should be noted that the needs for infrastructure renewal and facility repairs far exceed the anticipated revenue over the subsequent four years as well.

The following are key projects and preliminary budget estimates, by asset category, for years 2 through 5 of the CIP:

Drainage: Includes highest priority drainage repairs and upsizing for 20-year storm events as identified in the 2023 Storm Drain Master Plan Update, bottleneck reconfigurations, and CDS reconstruction. Projects include: Junipero Bypass (\$1.75M), 4th Ave CDS (\$525K), and Drainage Repairs (\$1.05M) = **\$3.33M**.

Streets: Annual paving Maintenance of Effort (MOE) and Transportation Agency for Monterey County (TAMC) match funding are budgeted for each fiscal year for Streets Projects (\$2.45M City plus \$1.6M external funds). In addition, the City also has the following Street projects planned: Bicycle Master Plan (\$70K), Sidewalks (\$500K), Lincoln 4th trestle bridge (\$150K), Pavement Survey Update (\$30K), and Resurfacing Parking Lots (\$300K)= **\$4.2M City plus \$2.1M external funds via TAMC**.

Facilities: As a placeholder, a total allocation of \$35M is included to cover final design and Police Building Construction (whether a new station or renovation of the existing building) plus launching the design of the Public Works building renovations. This major project will obviously require a dedicated funding source once a project concept is approved, and these numbers will be adjusted as more information and scheduling becomes available.

Additional facility renovation projects include: ADA Updates (\$65K), Sunset Center Retaining Walls (\$900K), Flanders Structural Shoring (\$250K), City Hall FCA: Fire, Doors, Lighting (\$400K), Park Restroom Repairs (\$150K), Facility Assessment - Flanders, Restrooms (\$85K), Devendorf Bathrooms (\$50K), Sunset Center Portico (\$475K), Fire Station FCA: Roof, Windows, Alarm (\$500K), Sunset Center Railings (\$225K) = **\$28.1M**.

Forestry Parks, and Beach: Design and construction of the remaining five (5) Mission Trail Nature Preserve (MTNP) stream stability projects (\$1.25M), and construction of the MTNP Doolittle Bridge (\$125K) = **\$1.38M**.

Fleet and Equipment: Replace aging Police, Fire, and Public Works vehicles with Electric Vehicles where possible. Replace broken and outdated heavy equipment, including Streets Department 2 Pickup EVs (\$150K) , Forestry Department water truck (\$120K), Police Department speed radar trailer (\$25K) and animal control vehicle (\$75K), Police Department admin EV vehicles (\$75K), patrol EV vehicles (\$225K), and parking EV vehicle (\$75K). This category includes full funding for the Police radios lease (\$95K) = **\$1M plus \$90K 3CE rebates**.

Environmental and Climate Change: Shoreline infrastructure repairs (\$1.65M), Sunset Center EV Parking (\$1M), Climate Action Plan projects (\$150K) and energy upgrade initiatives (\$150K) = **\$2.95M**



IT: Equipment replacements (\$240K), Police records management system (\$200K), and GIS applications expansion (\$30K) = **\$0.31M**.

Library: It is difficult to estimate costs for the library as major renovations proposed under the Library Master Plan are largely subject to donor funding.

Contingency: A contingency fund will be budgeted annually to cover any shortfalls to awarded construction contracts or to close out projects = **\$1M**

Years 2 Through 5 Needs Summary

The total estimated investment of City funds identified for years 2 through 5 is **\$41.56M**. This amount exceeds anticipated CIP fund revenues over those four years plus any ending fund balance that may be available in those future years. However, without proper investment, the condition of the City's infrastructure will decline and worsen, eventually requiring more costly repairs. Therefore, additional revenue sources should be considered.

HISTORICAL CAPITAL IMPROVEMENT PLAN (CIP) LOOKBACK

Fiscal Year	Projects	Total Spent
2017 - 2018	2	465,637
2018 - 2019	5	37,375
2019 - 2020	11	366,708
2020 - 2021	0	0
2021 - 2022	8	217,941
2022 - 2023	20	1,096,079
2023 - 2024	22	2,760,886
2024 - 2025	22	2,016,854



DEBT SERVICE

FUND 401

DEBT SERVICE – FUND 401

Debt Service includes payments for the 2020 Refunding Lease Revenue Bonds. These payments total \$509,100 as shown below.

2020 Refunding Lease Revenue Bonds

On September 10, 2010, City Council approved issuance and sale of certificates to finance improvements and the Sunset Center (the Sunset Theater Project), including the refinancing of the City's lease payment obligation related to the preliminary financing of the Sunset Center (the 2010 Refunding Lease Revenue Bond). The Certificate of Participation (COP) of approximately \$7.6 million included a maturity date of November 1, 2031. On September 3, 2020, the Public Improvement Authority and City Council determined that a refunding of the 2010 Bond was in the City's best interest to take advantage of historically low interest rates and to achieve cash flow savings in light of the economic impact of the pandemic on the City's revenues. The 2020 Refunding Lease Revenue Bond of approximately \$3.9 million matures on November 1, 2032. The City made its first principal payment in FY 23-24 after two years of interest only payments.

Funding Sources

General Fund revenue is the source of funding for debt service obligations. The General Fund (Fund 101) will transfer \$509,100 to Debt Service (Fund 401) in FY 25-26 with approximately 75% of that going to the principal.

Debt Service: Total				
Account Number	Account Description	FY24-25 Amended Budget	FY24-25 Estimated Actual	FY25-26 Recommended Budget
401-411-00-44001	Principal	\$375,000	\$375,000	\$380,000
401-411-00-44002	Interest	141,600	141,568	126,600
401-411-00-44003	Administrative Fees	2,500	2,105	2,500
Total		\$519,100	\$518,673	\$509,100

FY 24-25 Debt Service by Bond				
Bond	Principal	Interest	Fee	Total
Sunset Center	\$380,000	\$126,600	\$2,500	\$509,100
Total	\$380,000	\$126,600	\$2,500	\$509,100

OTHER FUNDS

OTHER FUNDS OVERVIEW

The City uses what is known as a “fund” accounting structure, which house and track resources (i.e.: money) that are limited in their use by law or governing agency. The major governmental funds are the General Fund, Measure D and Capital Projects.

DISCRETIONARY FUNDS

The first set of funds listed below are “discretionary”, meaning there are no legal restrictions on their use and can be used at the discretion of Council for services and projects.

General Fund (Fund 101)

Most of the City’s revenues and the expenditure budgets for City services and daily governmental operations are housed within the General Fund (Fund 101) and this is where the majority of the City’s financial activity occurs. The major revenue sources associated with the General Fund include property tax, the City’s share of the statewide sales and use tax, charges for services, franchise fees, business tax, and intergovernmental revenue. These revenues are considered to be general in nature. Throughout this budget document, the General Fund is also referred to as the “Operating Budget” and City financial policy recommends maintaining a 15% Reserve of the total amount, which the City will continue to do in FY 24-25.

Hostelry Fund (102)

This fund is used to house the Transient Occupancy Tax (TOT) which is collected and is intended to fund the portion of the municipal budget covering community and cultural and recreation activities including, but not limited to Sunset Center and the Forest Theater, parks, public facilities and municipal structures, and parking lots; acquisition and improvement of parks, recreation land and other municipal purposes as determined from time to time by the City Council; provided, that all such uses shall be in accordance with the General Plan of the City and General Fund for usual and current expenses. City financial policy recommends a reserve of 10% of TOT revenues, which the City will continue to do in FY 24-25.

Measure C Sales Tax (Fund 206)

Carmel voters approved a temporary (10 year) 1% increase in the transactions and use tax in 2012 known as Measure D. On March 3, 2020, voters approved Measure C, which increases the tax to 1.5% for 20 years. Measure C may be used for debt service, capital

projects and general City services. Fund 206 is used to house revenue from these tax sources.

RESTRICTED FUNDS

The next set of funds are “restricted”, meaning there are requirements prescribed by the local, state or federal governmental agencies regarding how these funds may be used.

Gas Tax (Fund 201)

This fund is used to house revenues collected in accordance with California Streets and Highway Code.

Transportation Safety (Fund 202)

Measure X, a 30-year 3/8 of one-percent transactions and use tax, was passed by the voters in November 2016 to fund transportation safety and mobility projects in Monterey County. This fund houses dollars for expenditures for eligible transportation safety projects.

COPS Grant

This fund houses dollars for expenditures for the Department of Justice Community Oriented Policing Services (COPS) grant for public safety. This fund transfers into the General Fund for the Police Department budget.

Parking in Lieu (Fund 204)

This fund is used to house dollars for activities associated with parking in-lieu fees as prescribed by Carmel Municipal Code Section 17.38.040.

Asset Seizure (Fund 205)

This fund houses dollars for expenditures related to asset seizures.

CAPITAL PROJECTS FUND

Capital Projects (Fund 301)

This fund houses resources utilized, committed, assigned or restricted for capital projects.

DEBT SERVICE FUND

Debt Service (Fund 401)

This fund houses dollars related to the repayment of the Certificate of Participation, Pension Obligation Bond and capital lease obligations.

INTERNAL SERVICE FUNDS

Workers Compensation (Fund 501)

This fund houses monies meant for workers' compensation insurance provided to departments on a cost reimbursement basis.

Other Post-Employment Benefits (OPEB) Liability Reserve Fund

This fund houses dollars for other post-employment benefits.

Vehicle and Equipment Replacement Fund

This fund is to set aside to house financial resources for future purchases of replacement equipment essential to the operations of the City.

AGENCY FUNDS

Refundable Deposits

This fund houses monies received that are unearned at the time of acquisition and required to be returned by the City unless they are earned.





CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

May 6, 2025
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Marnie R. Waffle, AICP, Principal Planner
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Consideration of Resolution 2025-042, authorizing the City Administrator to enter into a Professional Services Agreement with Opticos for a not-to-exceed fee of \$180,000 to prepare objective design and development standards (ODDS) for multi-family residential, mixed-used residential, and accessory dwelling units. (Estimated time - 60 min)

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2025-042:

1. Finding that authorizing the City Administrator to enter into a Professional Services Agreement is not a project under CEQA as defined in Public Resources Code Section 21065 and CEQA Guidelines Section 15378; and
2. Authorizing the City Administrator to enter into a Professional Services Agreement (PSA) with Opticos Design, Inc., for a not-to-exceed fee of \$180,000 to prepare objective design and development standards (ODDS) for multi-family residential, mixed-use residential, and accessory dwelling units.

BACKGROUND/SUMMARY:

Executive Summary:

The City Council adopted the 6th cycle Housing Element on April 8, 2024. One of the implementation programs is the creation of objective design and development standards (ODDS) for multi-family housing. In December 2024, the city released a Request for Proposals to solicit a consultant to prepare the ODDS. The City Council will consider entering into a Professional Services Agreement with Opticos Design, Inc., for the preparation of ODDS for Carmel-by-the-Sea.

Background:

6th Cycle Housing Element

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

housing projects. The intent of adopting ODDS is to incentivize and accelerate the construction of affordable housing. Multi-family housing projects with at least one deed-restricted affordable housing unit could utilize the ODDS. Housing projects located on sites listed in the Sites Inventory (Appendix C, Table C-3) that incorporate at least 20 percent of the units as affordable could also utilize the ODDS. The timeline to adopt the ODDS is December 2025.

Purchasing System (CMC Chapter 3.12)

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

Request for Proposals (RFP)

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

City staff reviewed all three proposals and found two responsive to the RFP, M-Group and Opticos. Both firms are well qualified to prepare objective design and development standards and have demonstrated experience and proficiency in producing ODDS for various municipalities throughout California.

Opticos Design, Inc.

Opticos Design is a team of urban designers and architects. The firm was founded in 2000 and is well known for their work on missing middle housing. They authored the Association of Bay Area Governments (ABAG) Handbook on Objective Design Standards and have prepared standards for numerous jurisdictions including Santa Barbara, San Anselmo, Belvedere and many others.

Environmental Review

CEQA Guidelines Section 15378.b.5 states that a project does not include governmental fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. The action by the City Council would authorize the City Administrator to enter into a PSA with a consultant to prepare ODDS that may be utilized for future unknown developments. It is not an activity that would result in either a direct or indirect physical change to the environment. Therefore, it is not a project under CEQA as defined in Public Resources Code Section 21065 and CEQA Guidelines Section 15378.

FISCAL IMPACT:

Consultant fees for the project are \$180,000, excluding optional tasks. The cost will be paid in part with grant funding provided by the Regional Early Action Planning (REAP) 2.0 program (\$79,985).

PRIOR CITY COUNCIL ACTION:

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

ATTACHMENTS:

Attachment 1) Resolution 2025-042

Attachment 2) Professional Services Agreement

Attachment 3) Opticos Proposal

Attachment 4) RFP Dated December 18, 2024

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

RESOLUTION NO. 2025-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA FINDING THAT AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT IS NOT A PROJECT UNDER CEQA AS DEFINED IN PUBLIC RESOURCES CODE SECTION 21065 AND CEQA GUIDELINES SECTION 15378 AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH OPTICOS DESIGN INC., FOR A NOT-TO-EXCEED FEE OF \$180,000, TO PREPARE OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS FOR MIXED-USE RESIDENTIAL, MULTI-FAMILY RESIDENTIAL, AND ACCESSORY DWELLING UNITS.

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

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

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

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

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

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

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

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

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

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

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

Authorize the City Administrator to execute a Professional Services Agreement with Opticos Design, Inc., for a not-to-exceed fee of \$180,000 to create objective design and development standards for mixed-use residential, multi-family residential, and accessory dwelling units.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dale Byrne
Mayor

Nova Romero, MMC
City Clerk

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

THIS AGREEMENT is executed this 6th day of May, 2025, by and between the City of Carmel-By-The-Sea, a municipal corporation (hereinafter "City"), and Opticos Design, Inc. (hereinafter "Consultant"), collectively referred to herein as the "parties".

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

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

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

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

1. SERVICES

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

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

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

B. Change Orders.

- i. Agreements and Change Orders require City Council approval to be valid.
- ii. The City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid to the 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 A**), for a base scope of work (not including optional tasks) in an amount not-to-exceed **\$180,000.00**. Should City elect to engage Consultant in optional tasks, the procedures set forth in subsection 1.B Change Orders shall be followed. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates, and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not 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; and
- xiii. Copies of subconsultant and vendor lien releases.

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

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

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

Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be non-conforming to the terms of this Agreement.

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

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

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

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

3. AGREEMENT TERM

- A. **Term**. The work under this Agreement will commence upon execution of this contract and must be completed by **March 31, 2026**, unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)," in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Timely Work**. Consultant will perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term," and Section 3.C, "Project Schedule," of this Agreement. Failure to perform is deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule**. Services must be completed by Consultant in accordance with the Project Schedule set forth in **Exhibit A**. The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant will provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant must promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed**. Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City will issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.
- E. Notwithstanding the foregoing, Consultant is not responsible for delays caused by factors beyond Consultant's reasonable control, including but not limited to failure of the City to furnish timely information or approve or disapprove of Consultant's services promptly, or delays caused by faulty or delayed performance by City. When such delays occur, City agrees Consultant is not responsible for damages, nor shall Consultant be deemed to be in default of this Agreement. City and Consultant shall work together to establish a revised schedule if such delays occur. In

addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant will perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto in **Exhibit A**.
- B. **Substitution of Employees or Subconsultants:**
 - i. Consultant may not substitute any key employee or subconsultant listed in **Exhibit A** without the prior written approval of the City, and such approval will not be unreasonably withheld. The City will not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
 - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant may, upon written request from the City, replace such employee or subconsultant. Consultant must, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
 - iii. Whether or not the City consents to or requests a substitution of any employee or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.
- E. **Independent Contractor:**
 - i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City may not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is

solely liable for the work quality and conditions of any partners, employees and subconsultants.

- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant will be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. Consultant will defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

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

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

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

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

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents, or employees with regard to Services as may be required by the City to 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 loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, 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 Indemnatee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnatee.

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

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

7. INSURANCE

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

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on an occurrence basis or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant must maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.

E. Other Insurance Requirements:

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

Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.

- vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.
- ix. If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
- x. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- xi. Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.
- xii. The Consultant hereby waives any right of subrogation that any of its insurers may have or that they may accrue out of the payment of any claim related to the Consultant's

performance of this Agreement, regardless of whether any endorsements required by this section are obtained.

8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.
- C. Consultant must furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant may not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City consistent with Section 1.A.v of this Agreement, 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.

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

11. CONFIDENTIALITY

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

performance of the Services under this Agreement. Consultant must promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will survive the expiration or earlier termination of this Agreement.

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

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

12. CONFLICT OF INTEREST

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

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

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

- A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;

- D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;
- E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm, or corporation.

13. DISPUTE RESOLUTION

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

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

- D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator will have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California

and is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A “Prevailing Party” will be determined in the Arbitration, and the prevailing party will be entitled to reasonable attorney’s fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs will include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees will be considered costs recoverable in that proceeding, and be included in any award.

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools, and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Fails to observe or comply with the City’s reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or
 - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon thirty (30) 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 completed deliverables prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
- iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

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

16. MISCELLANEOUS PROVISIONS

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

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

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

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

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

Chip Rerig, City Administrator

Karen E Parolek
Consultant Signature

Printed Name Date

Karen Parolek 05/01/25
Printed Name Date

President
Title

Opticos Design, Inc.
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, Key Personnel, Compensation, Fee Schedule, Project Schedule

Meet the Team

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

CITY OF CARMEL-BY-THE-SEA

OPTICOS DESIGN, INC.



Stefan Pallegriani
Founding Principal



Tony Perez
Senior Associate,
Zoning Reform & Planning



Drew Finke
Senior Associate,
Urban Design



Cecilia Kim
Associate II



Xenia Alygizoue
Associate I

Project Schedule

The Opticos team proposes to complete the project within eight months, as shown below, for the base scope of work. This schedule assumes staff review period of two weeks per deliverable and does not include time for the scheduling and holding of public hearings. Opticos will work with City staff to refine the schedule at project startup and provide updates throughout the duration of the project.

Task 1 Project Startup & Management

- 1.1 Project Startup & Kickoff Meeting
- 1.2 Coordination calls with City (12)
- 1.3 Administration & Quality Control

Task 2 Targeted Community Engagement

- 2.1 Working Session #1: Key Projects/Outcomes
- 2.2 Local Industry Roundtable Meeting #1
- 2.3 Planning Commission Study Sessions (2)
- 2.4 Community Meetings (in-person) (3)

Task 3 Research

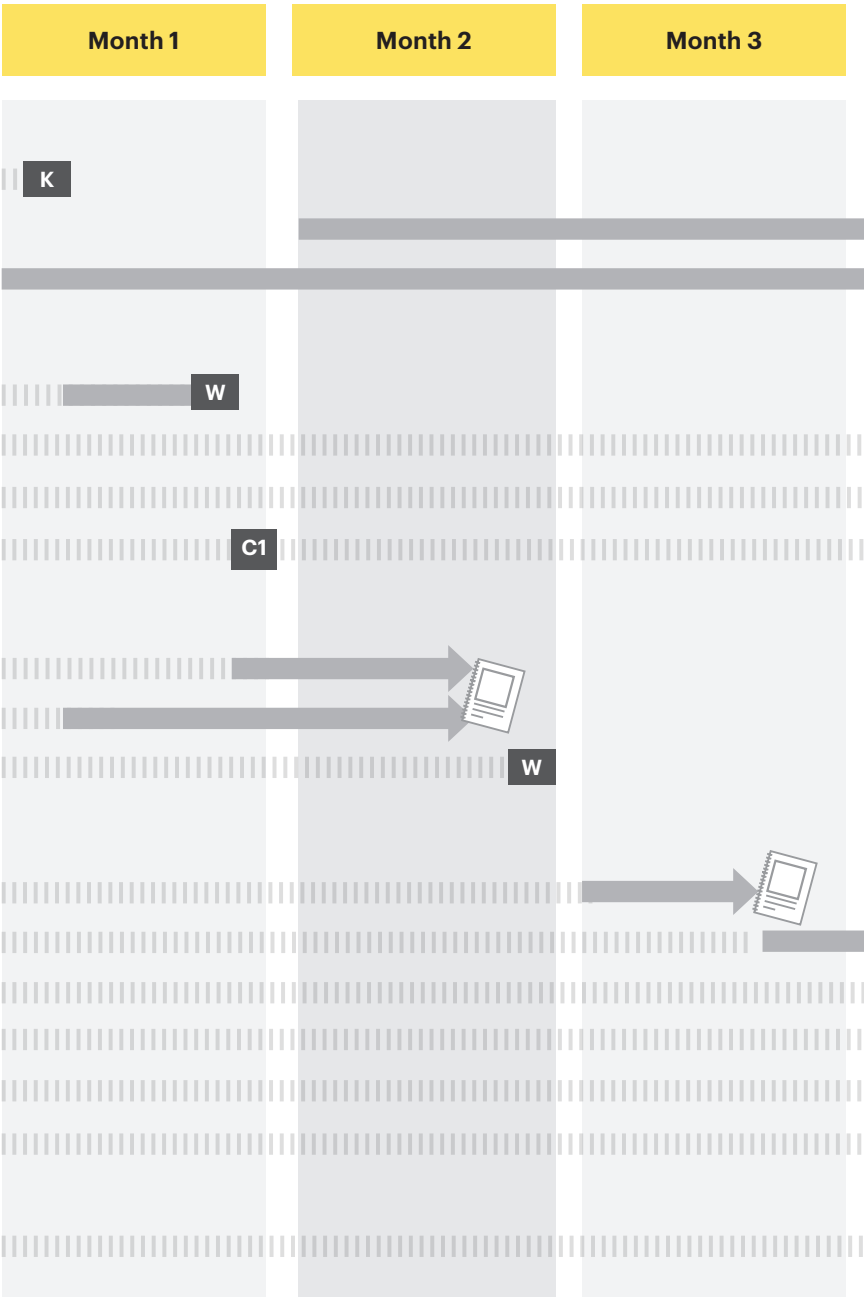
- 3.1 Field Visit and Microscale Documentation
- 3.2 Review of Background Documents and Key Projects
- 3.3 Working Session #2: Findings and Recommendations

Task 4 Objective Standards

- 4.1 Outline for ODDS
- 4.2 Administrative Draft ODDS
- 4.3 Public Draft ODDS
- 4.4 Working Session #3: Public Draft ODDS
- 4.5 Final ODDS, as adopted
- 4.6 ODDS Checklist

Task 5 Public Meetings

- ## 5.1 Meeting Attendance & Support (2)



Key Deliverables

- Summary of Findings Memo
- Outline for ODDS
- Administrative Draft ODDS
- Public Draft ODDS
- Final ODDS
- ODDS Checklist

Key Meetings

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

Community Meetings

- C1** Project Introduction
- C2** ODDS Approach + Initial Strategies
- C3** Public Review Draft ODDS

Fee Schedule



Preliminary Fee Schedule

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

A summary cost table is included on the next page, providing totals by task as described in our detailed work plan. A detailed cost table with details of personnel hours can be provided upon request. Our "not-to-exceed" fixed fee for our base scope of work is \$90,000.

Additional Terms for Budget

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

Any additional tasks performed outside of those specified above, such as attending additional meetings or completing additional revisions beyond the hours or number of revisions specified above, will be compensated at the hourly rates listed in the table above (subject to increase by five percent (5%) on January 1 of each calendar year occurring during the term of this agreement.)

Rates Schedule

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



Proposed Budget

PROPOSED WORK PLAN		FEES
Task 1	Project Startup & Management	\$20,510
1.1	Project Startup & Kickoff Meeting	\$2,350
1.2	Coordination calls with City (12)	\$9,240
1.3	Administration & Quality Control	\$8,920
Task 2	Targeted Community Engagement	\$22,045
2.1	Working Session #1: Key Projects & Outcomes	\$2,455
2.2	Local Industry Roundtable Meeting #1	\$3,810
2.3	Joint PC/CC Study Sessions (2)	\$5,430
2.4	Community Meetings (3)	\$10,350
Task 3	Research	\$21,280
3.1	Field Visit and Microscale Documentation	\$13,330
3.2	Review of Background Documents and Key Projects	\$5,730
3.3	Working Session #2: Findings and Recommendations	\$2,220
Task 4	Objective Design Standards	\$109,095
4.1	Outline for ODDS	\$2,990
4.2	Administrative Draft ODDS	\$57,330
4.3	Public Draft ODDS	\$26,640
4.4	Working Session #3: Public Draft ODDS	\$2,455
4.5	Final ODDS, as adopted	\$9,680
4.6	ODDS Checklist	\$10,000
Task 5	Public Meetings	\$5,220
5.1	Meeting Attendance & Support (2; in-person)	\$5,220
Expenses		\$1,850
Total Base Scope of Work (not including Optional Tasks)		\$180,000
Optional Tasks		
2.2A	Local Industry Roundtable #2	\$4,000
4.2A	Additional Architectural Style (each)	\$15,000
4.2B	Site Test & Visualization (each)	\$10,000
4.2C	Project Review Testing (each)	\$5,000
4.2D	Screencheck Draft ODDS	\$15,000

Detailed Work Plan

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

Task 1. Project Startup & Management

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

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

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

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

Task 1 Deliverables

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

Requests for City staff:

- Support in scheduling kickoff meeting and recurring coordination meetings

Task 2. Targeted Community Engagement

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

2.1 Working Session #1: Key Projects & Outcomes.

Opticos will facilitate a virtual 1.5-hour working session with City staff to hear about key projects and gain insight on what is seen as effective and what needs to be addressed for improvement. This can be in the standards for entire buildings or certain elements of a building.

2.2 Local Industry Roundtable Meeting #1.

In collaboration with City staff, Opticos will prepare for and facilitate a virtual roundtable meeting with local design and development industry professionals. This meeting will seek input and feedback from local designers, developers, builders, and realtors to share approach and receive feedback. We will engage the group in a discussion focusing on ideas for addressing the ODDS. We will also provide our experience to the group on the effectiveness of certain standards (e.g., daylight plane, upper story setback, maximum building length, architectural style, etc.).

(Optional Task) 2.3 Local Design & Development Industry Roundtable Meeting #2.

In coordination with City staff, the Opticos team will prepare for and facilitate a second virtual roundtable meeting with local design and development industry professionals. This meeting will seek input and feedback from local designers, developers, builders and realtors on the Draft ODDS.

2.3 Planning Commission Study Sessions (2).

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

the Planning Commission, scheduled at key project milestones.

2.4 Community Meeting. Two Opticos members will facilitate up to 3 in-person community meeting to present and receive feedback on key issues over the course of this project. We are open to your ideas on how to structure this meeting; initially, we propose these meetings as "Open House" format with a presentation and discussion portion at the beginning for attendees to ask questions, present ideas, and use in their review of the Open House materials posted on the walls of the venue. The first meeting, which is intended as an introduction to the project, is proposed to occur in parallel with the Field Visit included in Task 3.1

Task 2 Deliverables

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

Requests for City staff:

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

Task 3. Research

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

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

Opticos will identify the range of styles in Carmel-by-the-Sea and the prevalent style(s). We will prepare a diagram of sub-areas annotated with a range of styles, prevalent styles, and any character-defining architectural elements. We will use this information in the targeted community engagement to ask the following questions, among others:

- Which styles are preferred by the Community?

- Where does the Community think it important to regulate architectural style?
- Are there certain architectural elements, independent of style, that are preferred?

3.2 Review of Background Documents and Key Projects.

1. **Background Documents.** Opticos will review the General Plan's Land Use & Community Character Element and current Design Guidelines to understand the policy direction for what the objective design standards are to allow or require. We will also review the Local Coastal Plan and applicable chapters of the Carmel Municipal Code to identify how the ODDS can be incorporated without conflict.
2. **Key Projects.** Using the following questions, Opticos will review up to four representative sets of plans for accessory dwelling units, multi-family residential and mixed-use residential projects to gain insight and clarity of standards compared to outcomes:
 - How are the current standards being interpreted and applied by project designers and developers?
 - Are there gaps in what the standards intend versus what complies with them?

3.3 Working Session #2: Findings and

Recommendations. The Opticos team will facilitate a working session with City staff to discuss the findings and recommendations from Tasks 3.1 and 3.2

Task 3 Deliverables

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

Requests for City staff:

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

Task 4. Objective Standards

Using the results of targeted community engagement and direction from City staff, the Opticos team will work closely with City staff to prepare the ODDS.

4.1 Outline for ODDS. Opticos will prepare an outline to show the proposed content and organization..

4.2 Administrative Draft ODDS. Opticos will develop form-based ODDS, including diagrams and tables, that clearly communicate design intent and requirements for building and architectural design, and compatibility between new development and surrounding neighborhoods. The ODDS will include standards for up to **three architectural styles** consistent with the prevalent styles found from Task 3.1.

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

(Optional Task) 4.2A Additional Architectural Style.

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

(Optional Task) 4.2B Site Test & Visualization. Using standards from the Administrative Draft ODDS, we will conduct tests on representative or opportunity sites for physical compatibility with the existing context. The test will be used to understand if the design outcomes indicate any gaps in the draft standards. This information will be used to refine the Public Draft ODDS.

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

(Optional Task) 4.2C Project Review Testing. We will test project applications (recently approved or under review) using the Administrative Draft ODDS to gain insight into the project review process and to understand how those projects do or do not meet the draft standards. Findings from the project review testing will be used to refine the Public Draft ODDS.

(Optional Task) 4.2D Screencheck Draft ODDS. Opticos will prepare and submit to City staff for internal review

a Screencheck Draft of the ODDS that addresses the comments received on the Administrative Draft ODDS

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

4.4 Working Session #3: Public Draft ODDS. Opticos will schedule a working session with City staff to discuss feedback on the Public Draft ODDS and confirm edits for the final ODDS.

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

4.6 ODDS Checklist. Based on the Final ODDS, Opticos will prepare an automated checklist of the adopted ODDS. The checklist will be created to ensure that both applicants and staff can easily understand the requirements for projects eligible for ministerial approval under State law and the City Code.

Task 4 Deliverables

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

Requests for City staff:

- Timely review of drafts and consolidated comments

Task 5. Public Meetings

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

Task 5 Deliverables

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

Requests for City staff:

- Review and direction on draft staff reports for public hearings from the Opticos team



Attachment 3



Objective Design and Development Standards Proposal

CITY OF CARMEL-BY-THE-SEA

Prepared for
City of Carmel-by-the-Sea

Document updated
April 24, 2025

Prepared by
Opticos Design, Inc.



Prepared For:



City of Carmel-by-the-Sea

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

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

Prepared By:

Opticos Design, Inc.

2100 Milvia Street, Suite 125
Berkeley, California 94704
510.558.6957

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

Certified



Corporation™

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

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Cover Letter

March 24, 2025

City of Carmel-by-the-Sea

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

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

Dear Marnie and Selection Committee,

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

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

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

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

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

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

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

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

■ Experience with ODDS

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

■ Experience with Missing Middle Housing Implementation

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

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

■ Team of Experts in Coding and Architecture

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

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

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

Best regards,



Tony Perez

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



Drew Finke

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

Certification Forms



ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

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

The undersigned declares:

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

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

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

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

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

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

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

I, on behalf of the Consultant, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
[date], at Berkeley [city], CA [state].

Opticos Design, Inc.

Consultant Name (Person, Firm, Corp.)

President

Title of Authorized Representative

2100 Milvia St., Suite 125

Address

Karen Parolek

Name of Authorized Representative

Berkeley, CA 94704

City, State, Zip

3/21/25

(Date)

Karen E Parolek
(Signed)

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

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

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

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

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

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Opticos Design, Inc.

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

Karen E Parolek

Signature of Consultant's Authorized Representative

Karen Parolek, Its President

Name & Title of Authorized Representative

3/21/25

Date Signed

Review of Scope



Project Approach

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

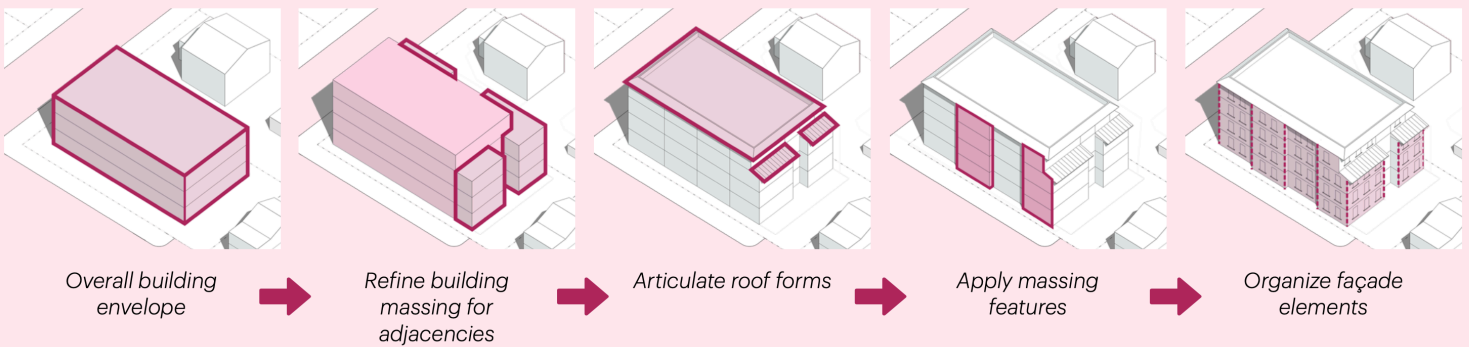
1. Draw on our deep experience preparing objective design and development standards (ODDS).

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

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

Q CLOSER LOOK

Building Design Process



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

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

3. Provide predictable and realistic height transition standards.

We'll review the existing standards to see what's needed to improve compatibility between new and existing buildings on abutting parcels. For instance, house-scale massing techniques better achieve an effective transition in building size than simply requiring upper-story setbacks. Based on the allowed building envelope in each neighborhood, we'll coordinate the relevant building design, massing, and adjacency standards for effective and realistic transitions for infill development. We recommend the optional Task 4.7 Site Tests & Visualizations to show what new standards would produce on a specific parcel.

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

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

5. Work closely with you and the community.

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

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

- Working Session with City Planning Staff to gain insight on outcomes seen as effective and if there is room for improvement.
- Local Design & Development Industry Roundtable Meetings (total two; virtual)
- Subcommittee Meetings (total two; virtual)
- Community Meeting (total one; in-person)



- Meetings with Review Boards (total two; one in-person and one virtual)
- Planning Commission and City Council Study Sessions (total two; virtual)

Through clear, open, and intentional communication, we maintain a highly collaborative process with City staff and the consultant team. To facilitate this, we include the following coordination methods, further detailed in Task 1. Project Kickoff & Management:

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

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

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

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

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

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



Experience + Expertise



Who We Are



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

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



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

Architects of Missing Middle Housing



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

Architects of the Missing Middle Movement

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

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

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



Professional
Builder



CNU



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

Amy Albert

Editor-in-Chief, Professional Builder



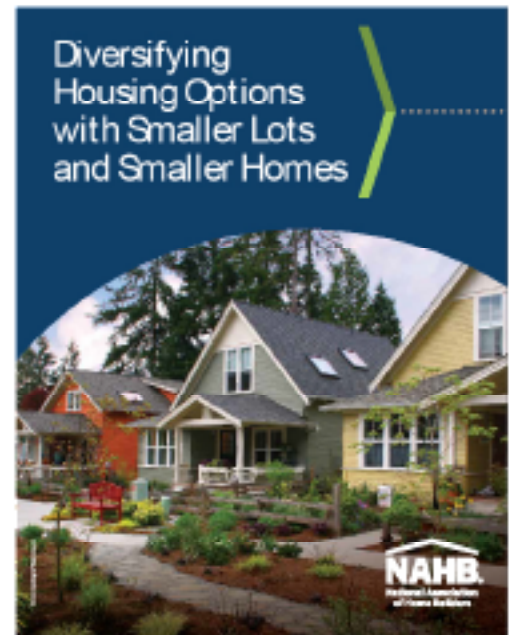
Public Sector Services

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

Private Sector Services

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

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



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

Press:



Podcasts & Radio:



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



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

● Carmel-by-the-Sea

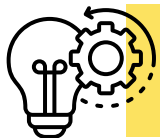
8

Why Opticos for Carmel-by-the-Sea?

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



ODDS + 20 Years of Form-Based Coding



Implementation Expertise

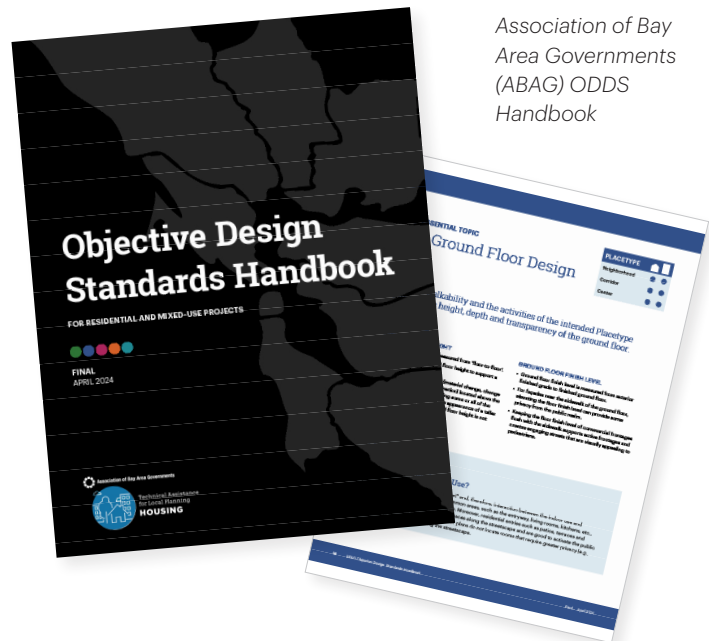


High-Touch + High-Tech Outreach

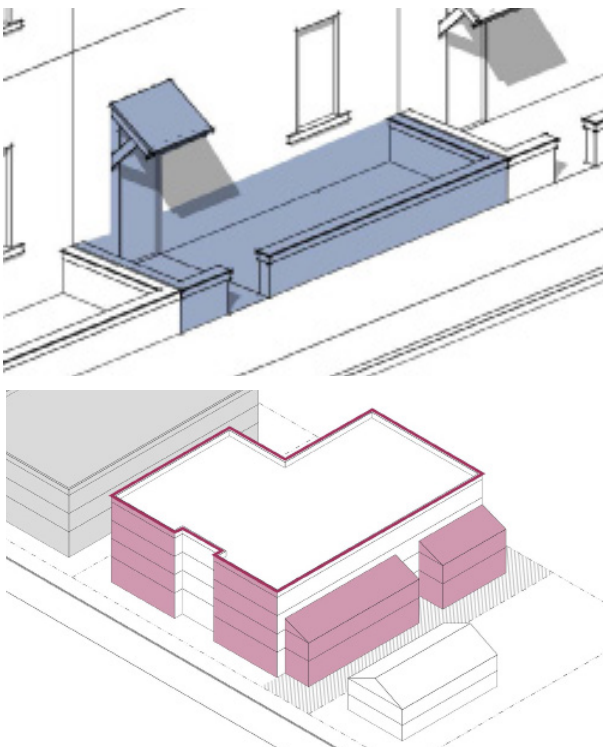
Objective Design and Development Standards (ODDS) + Coding

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

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

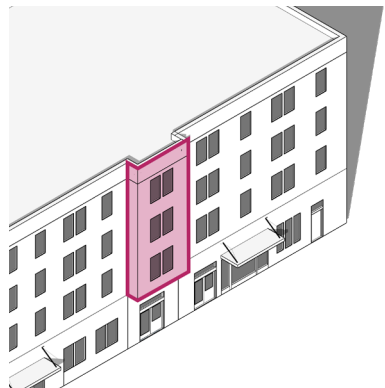
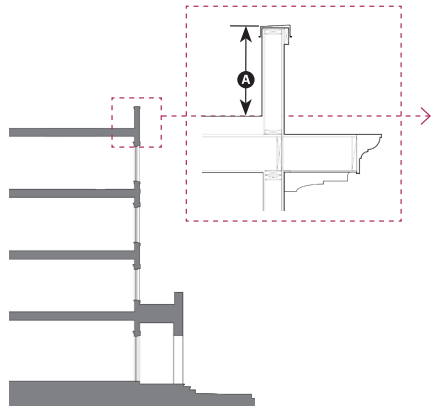


Association of Bay Area Governments (ABAG) ODDS Handbook

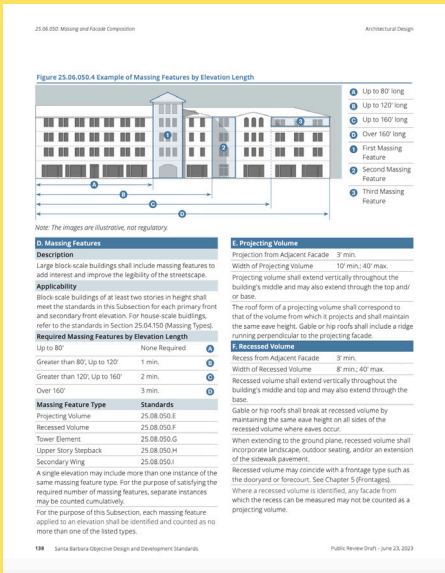
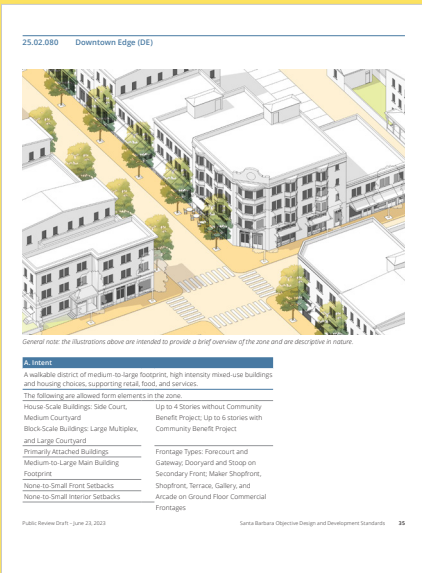


We'll customize your standards.

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



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



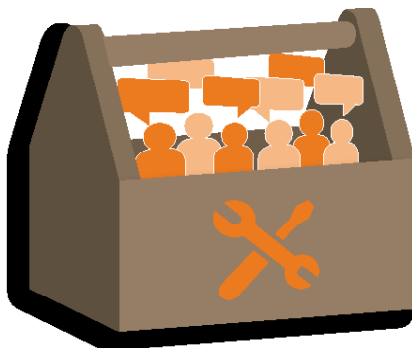
Downtown and Citywide ODDS for the City of Santa Barbara

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



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

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



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

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



Involving Underrepresented Communities in the Planning Process

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

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

Qualifications




Meet the Team


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

CITY OF CARMEL-BY-THE-SEA


OPTICOS DESIGN, INC.




Stefan Pallegriani
Founding Principal




Tony Perez
Senior Associate,
Zoning Reform & Planning



Drew Finke
Senior Associate,
Urban Design



Cecilia Kim
Associate II



Xenia Alygizoue
Associate I



Stefan Pellegrini, RA, AICP, LEED AP



Education

*Master of Urban Design
University of California, Berkeley*

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

Licenses

*California Licensed Architect
#C32904*

Memberships

*American Institute of Certified
Planners
Certificate #020186*

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

Relevant Project Experience

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

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

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

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

*Downtown Specific Plan and FBC
Hayward, CA*

Principal

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

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

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



Tony Perez



Education

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

Teaching

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

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

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

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

Relevant Projects

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

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

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

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

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

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

Senior Associate, Team Leader

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

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

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



Drew Finke



Education

*Master of Urban + Regional Planning
UCLA*

*Bachelor of Architecture
University of Texas at Austin*

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

Relevant Project Experience

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

*Downtown Specific Plan and FBC
Hayward, CA*

*Urban Design Guidelines
Memphis, TN*

*Bitterroot Ranch Design Guidelines
Hamilton, MT*

*CodeNEXT Citywide Code Update
Austin, TX*

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

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

Senior Associate

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

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

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



Cecilia J. Kim, PhD



Education

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

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

*ME in City Planning, Hongik
University, Seoul*

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

Memberships

American Planning Association

Urban Land Institute

Congress of the New Urbanism

Relevant Project Experience

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

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

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

*Citywide Zoning Code
Columbus, OH*

Planning Manager (Associate II)

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

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

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

Publications

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

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

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



Xenia Alygizou, AAA, AICP



Education

*Master in Public Anthropology
Boston University*

*Master of Urban Design
University of California, Berkeley*

*Master and Bachelor in
Architectural Engineering
National Technical University
of Athens*

Memberships

*American Anthropological
Association (AAA)*

*American Planning Association (APA),
APA California*

Association of Cultural Heritage

*European Association of Social
Anthropologists*

Relevant Project Experience

*Sacramento Missing Middle Study,
Sacramento, CA*

*San Rafael Downtown Precise Plan
San Rafael, CA*

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

*Midtown Development Plan + FBC
Santa Fe, NM*

*Urban Design Guidelines
Memphis, TN*

Associate I

Xenia is an architect, urban designer, and sociocultural anthropologist. Her cross-discipline approach is rooted in her keen awareness of the cultural, social, and physical elements that shape urban environments. Since joining Opticos Design in 2017, she has drawn on her diverse educational background and extensive experience to contribute to a wide range of urban design and planning projects across communities in the United States.

Xenia dedicates her work to advancing urban places through the lenses of lived experiences, urban storytelling, place analysis, and community engagement. She specializes in integrating cultural and physical insights into comprehensive plans, master plans, form-based codes, and innovative design concepts, ensuring that each project is contextually sensitive and future-ready. Her role extends beyond design; she works with residents and city staff to define their visions via urban planning principles.

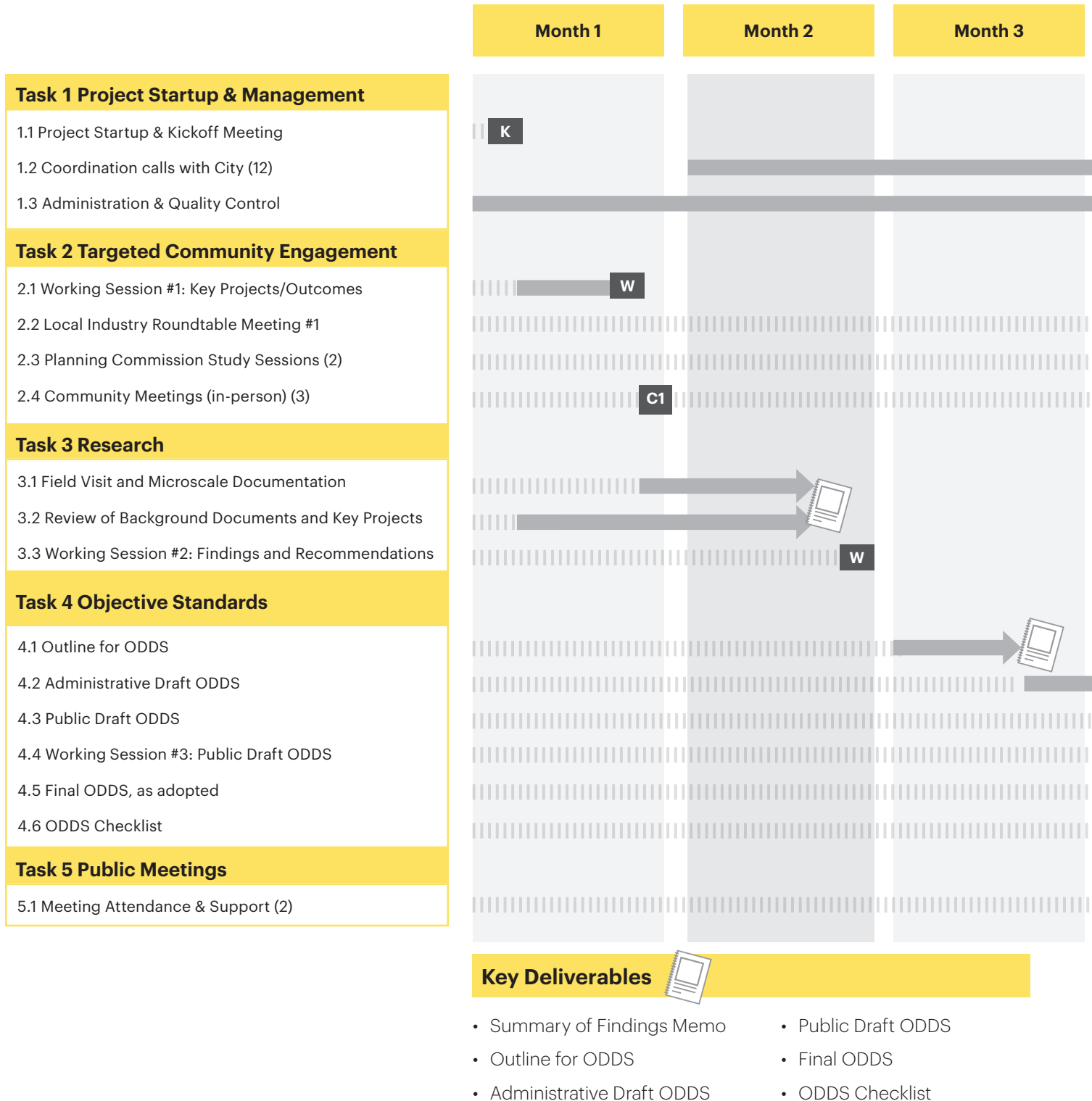
In addition to her work at Opticos, Xenia serves on the board of Mary Elizabeth Inn, a nonprofit organization in San Francisco dedicated to providing safe and supportive housing for women in need. When she is not in the design studio, Xenia can be found in Berkeley and San Francisco neighborhoods, hiking somewhere on the California coast, baking, or writing. Her most recent pieces include anthropological research on the emerging participatory planning in the Eastern Mediterranean, and migration patterns in the small isolated islands of the Aegean Archipelago.

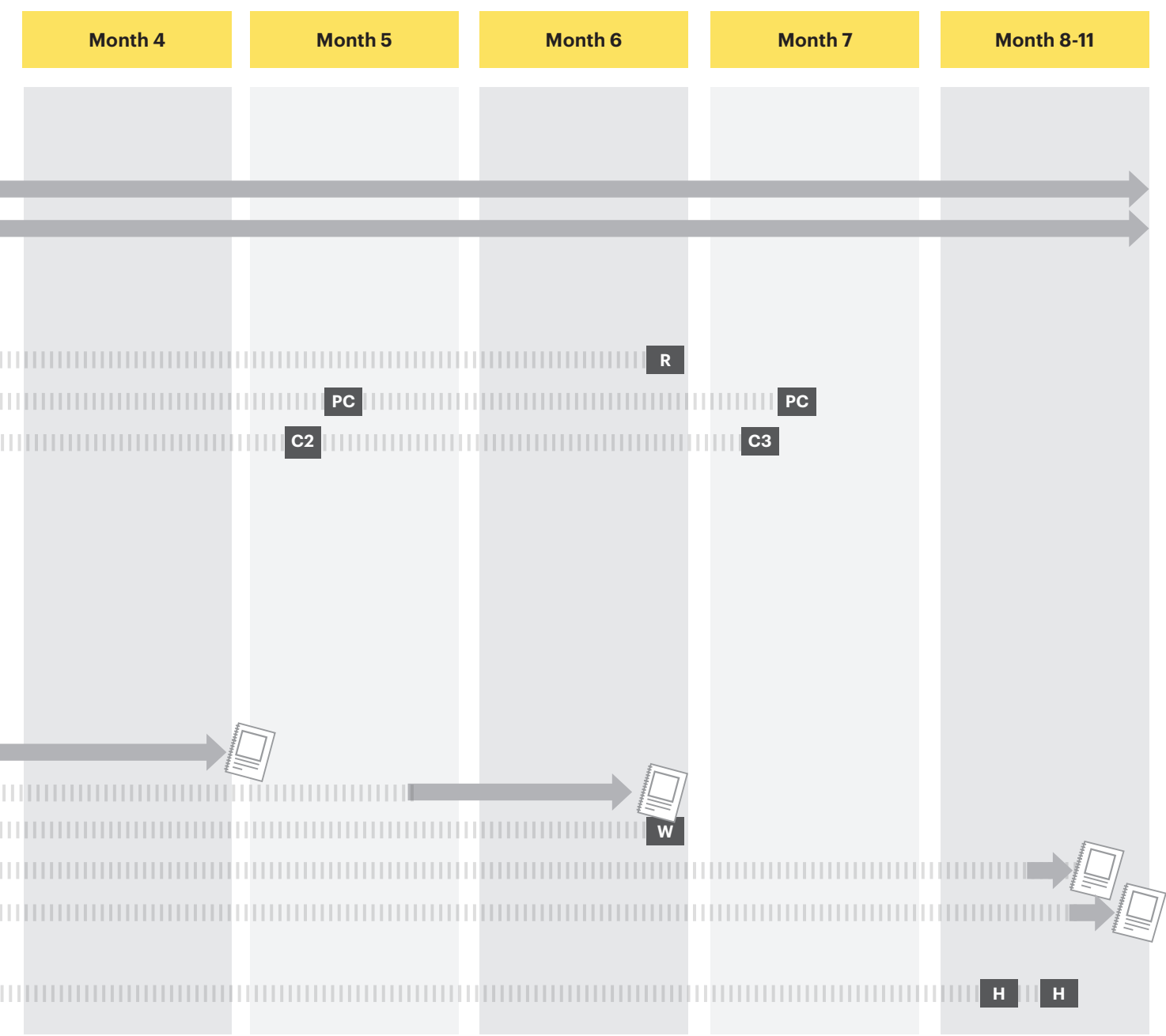
Timeline



Project Schedule

The Opticos team proposes to complete the project within eight months, as shown below, for the base scope of work. This schedule assumes staff review period of two weeks per deliverable and does not include time for the scheduling and holding of public hearings. Opticos will work with City staff to refine the schedule at project startup and provide updates throughout the duration of the project.





Key Meetings

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

Community Meetings

- C1** Project Introduction
- C2** ODDS Approach + Initial Strategies
- C3** Public Review Draft ODDS

Samples





Project Samples

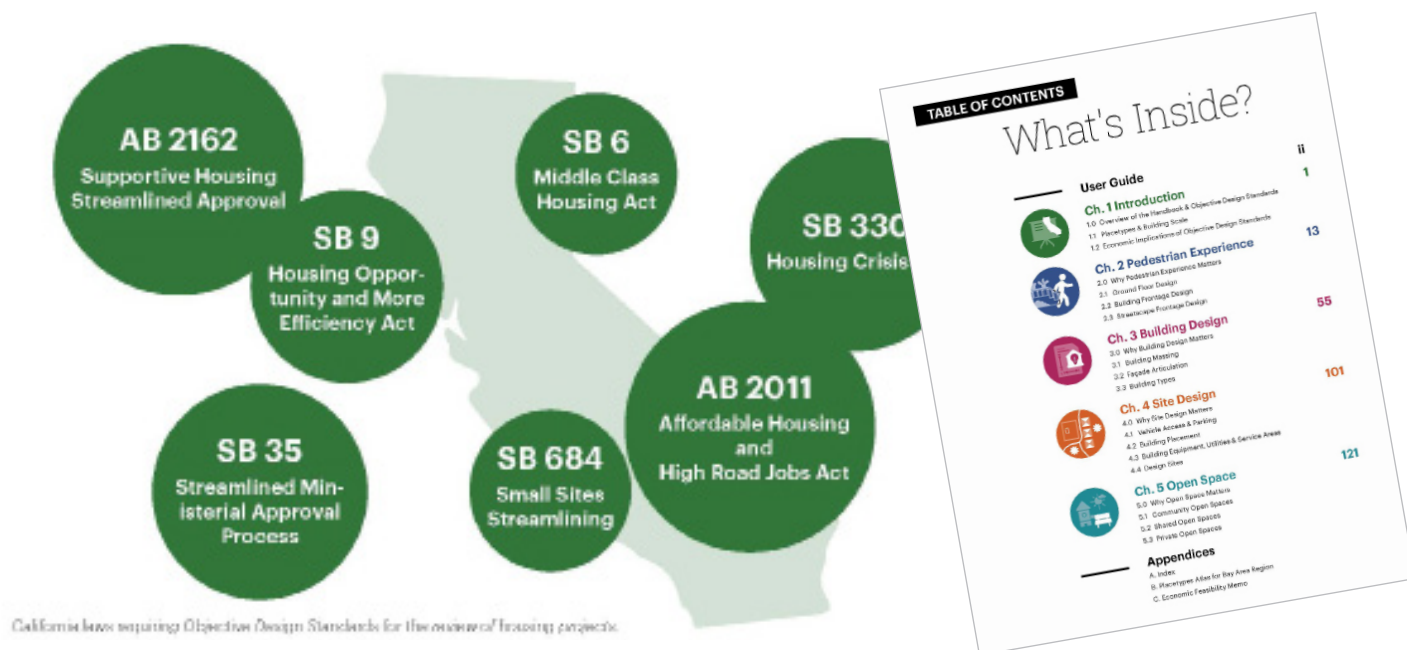
This section provides project samples for the Opticos team. The list below provides links to the project for your review.

Opticos Design, Inc.

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

Objective Design Standards Handbook

San Francisco Bay Region, California | 2024



Project Area + Context

San Francisco Bay Region

Degree of Change

Evolution with Targeted Transformation

Products

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

Status

Completed and being used by local jurisdictions

Team

Opticos Lead; Cascadia Partners (Economic)

Reference

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

Expert Advice and Best Practices in Preparing Objective Design Standards

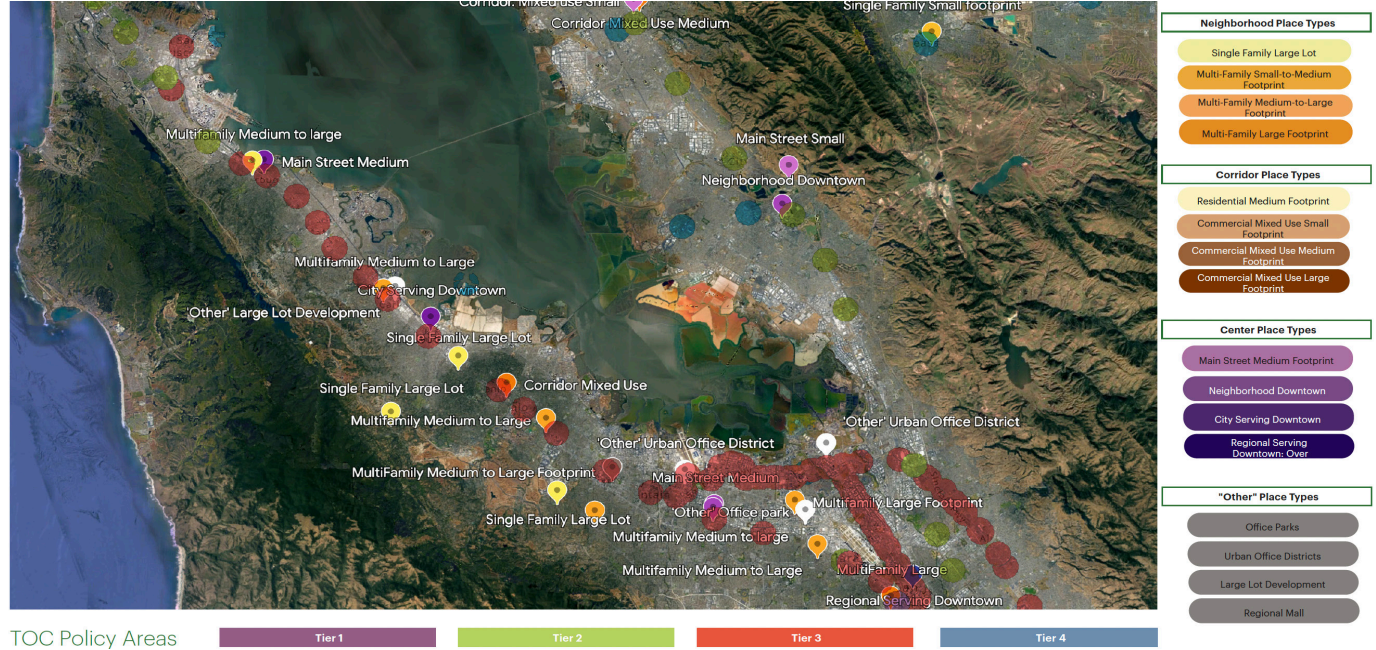
In 2023, the 9-County Association of Bay Area Governments hired Opticos to prepare a resource for its 101 jurisdictions to streamline housing production. The California legislature has passed several laws to increase and streamline housing production. A key need from those laws is to approve certain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

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

Highlights

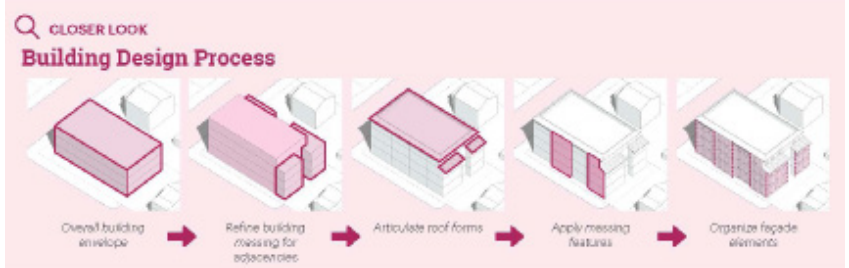
1. **Placetypes analysis** established foundation for the key design topics and objective standards included in the Handbook.
2. The Handbook includes objective standards for **essential and supplemental topics**.
3. The Handbook is intended to be used as a reference by jurisdictions to **customize and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

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



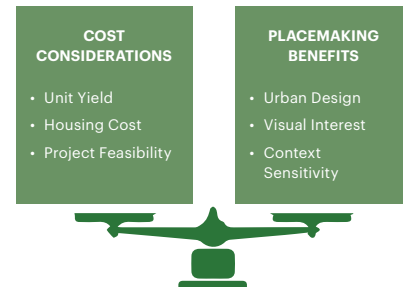
The Handbook is absolutely responsive to our region's needs. Opticos produced a truly **innovative resource** that we knew we needed but didn't know what it would be."

Ada Chan
Bay Area Metro



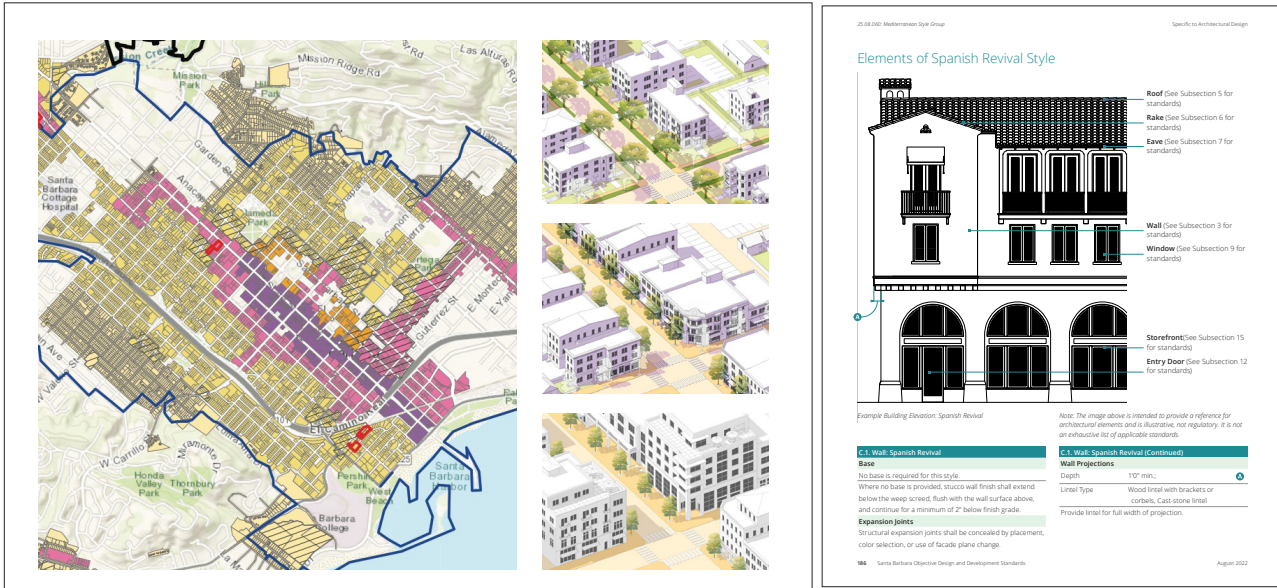
The Handbook provides ways to craft standards so that individual buildings are designed in response to their intended physical scale and context.

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



Objective Design Standards

Santa Barbara, California | 2024



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

Project Area + Context

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

Degree of Change

Envisioned Transformative
Change

Budget

\$304,745

Status

Pending Adoption in Summer
2024

Team

Opticos

Reference

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

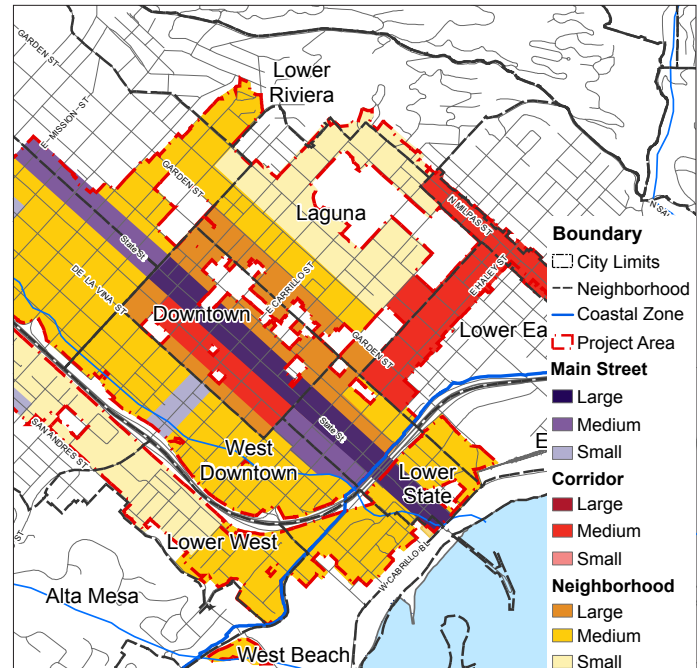
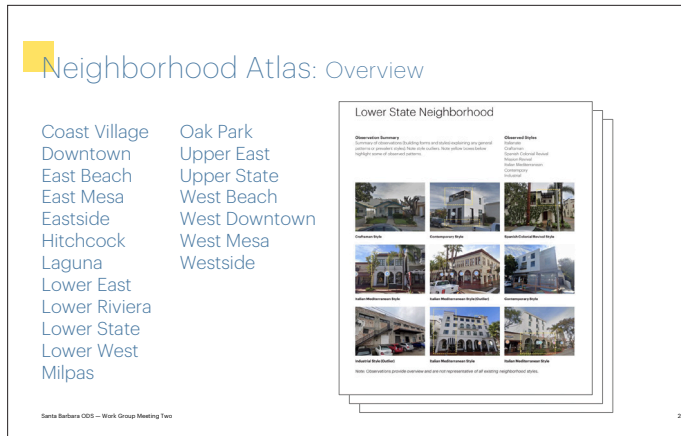
New zoning and architectural standards intended to streamline housing production

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

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

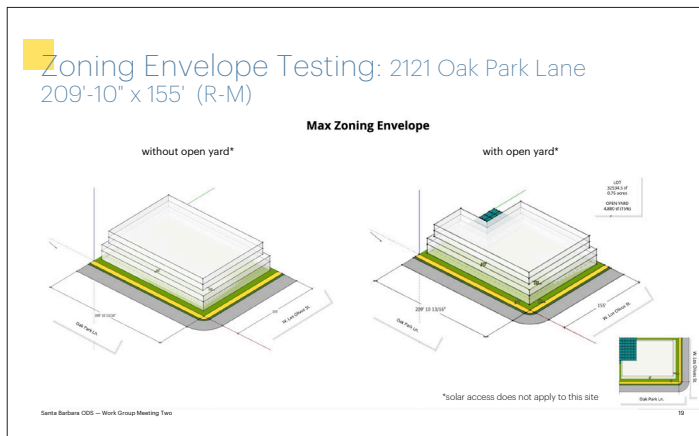
Highlights

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



Neighborhood Atlas

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



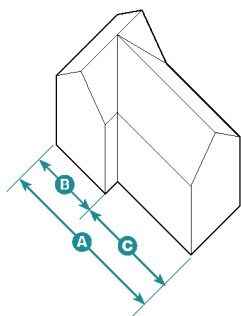
“Wow, Opticos tackled this challenging problem very **thoroughly and effectively**, and created a document that achieved something I was not sure was possible.”

City of Santa Barbara

Test Fits

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

Gable L (2/5 + 3/5)



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

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

7. Massing Composition (Continued)

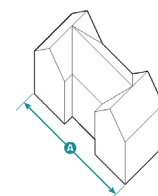
Center Gable (1/3 + 1/3 + 1/3)



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

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

Twin Gable

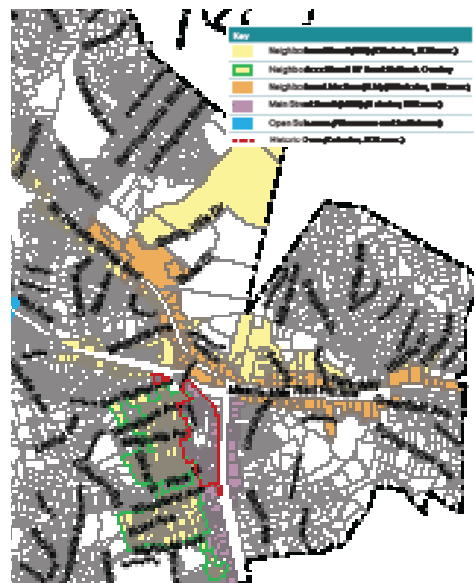


This massing type divides the facade into three parts, with the middle part set back slightly to create a shallow open space. The roof is sloped and may be either hipped or gabled.

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

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

San Anselmo, California | 2024



Samples

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



D) 58 Magnolia Ave | Site Test



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

Left: Existing buildings informed the Architectural standards.



Above and Right:

ODS standards focused on regulating architecture and site design.

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Disclosure of Litigation

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

References



ATTACHMENT 2 - REFERENCES

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

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

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

Reference No. 1.

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

Description of services performed including costs.

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

Reference No. 2.

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

(next page)

Description of services performed including costs.

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

Reference No. 3

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

Name of Agency

Agency Address

Ada Chan

Regional Manager, Regional Planner

Contact Name

Contact Title

415-820-7958

achan@bayareametro.gov

Contact Telephone

Contact Email Address

9/20/22 - 4/30/24

\$400,000

Contract Period

Contract Amount

Description of services performed including costs.

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

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



Consultant Signature

Karen Parolek, Its President

Printed Name

3/21/25

Date

Insurance Coverage





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Attachment 3
7/18/2024

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Karen Maldonado PHONE (A/C, No, Ext): 626-696-1899 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com
INSURED Opticos Design, Inc. 2100 Milvia Street, Suite 125 Berkeley CA 94704	INSURER(S) AFFORDING COVERAGE INSURER A : XL Specialty Insurance Company INSURER B : Travelers Property Casualty Company of America INSURER C : The Travelers Indemnity Company of Connecticut INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2127007875 **REVISION NUMBER:**

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. The Umbrella Policy is follow form to its underlying Policies: General Liability/Auto Liability/Employers Liability.
Proof of coverage(s) for use on proposals. An Actual certificate will be issued at the request of the above Named Insured.

CERTIFICATE HOLDER	CANCELLATION 30 Day Notice of Cancellation
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

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

Designated Projects:

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

Designated Locations:

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

PROVISIONS

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

- c. Persons or organizations making claims or bringing "suits"; or
 - d. "Projects" or "locations".
- 3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**:
 - 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
 - (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage B; and
 - (3) Medical expenses under Coverage C.
 - b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
 that can be attributed only to operations at a single "project".
 - (2) The Designated Project Aggregate Limit applies separately to each "project".
 - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Project Aggregate Limit does not apply to damages

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

- (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
 that can be attributed only to operations at a single "location".
 - (2) The Designated Location Aggregate Limit applies separately to each "location".
 - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in

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

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

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

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

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

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

General Aggregate Limit applies will reduce:

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Location of Covered Operations:

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

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

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

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

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

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

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

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

CG D3 61 03 05

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Insurance Coverage

DATE OF ISSUE: 07/02/2024

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Location And Description Of Completed Operations

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

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

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

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

CG 20 37 07 04

CG T8 02 08 24
Insurance Coverage

DATE OF ISSUE: 07/02/2024

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

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c. Method Of Sharing

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

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

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

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

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

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

5. Premium Audit

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

6. Representations

By accepting this policy, you agree:

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

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

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

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

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

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

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

Sale Of Pharmaceuticals

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

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

"Incidental medical services" means:

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

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

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

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

K. MEDICAL PAYMENTS – INCREASED LIMIT

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

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

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

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

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

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

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

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

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

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

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

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



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB7J712856

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

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

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

Schedule

Person or Organization

Job Description

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

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

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

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 7/18/2024

Page 1 of 1

Fee Schedule



Preliminary Fee Schedule

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

A summary cost table is included on the next page, providing totals by task as described in our detailed work plan. A detailed cost table with details of personnel hours can be provided upon request. Our "not-to-exceed" fixed fee for our base scope of work is \$90,000.

Additional Terms for Budget

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

Any additional tasks performed outside of those specified above, such as attending additional meetings or completing additional revisions beyond the hours or number of revisions specified above, will be compensated at the hourly rates listed in the table above (subject to increase by five percent (5%) on January 1 of each calendar year occurring during the term of this agreement.)

Rates Schedule

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



Proposed Budget

PROPOSED WORK PLAN		FEES
Task 1	Project Startup & Management	\$20,510
1.1	Project Startup & Kickoff Meeting	\$2,350
1.2	Coordination calls with City (12)	\$9,240
1.3	Administration & Quality Control	\$8,920
Task 2	Targeted Community Engagement	\$22,045
2.1	Working Session #1: Key Projects & Outcomes	\$2,455
2.2	Local Industry Roundtable Meeting #1	\$3,810
2.3	Joint PC/CC Study Sessions (2)	\$5,430
2.4	Community Meetings (3)	\$10,350
Task 3	Research	\$21,280
3.1	Field Visit and Microscale Documentation	\$13,330
3.2	Review of Background Documents and Key Projects	\$5,730
3.3	Working Session #2: Findings and Recommendations	\$2,220
Task 4	Objective Design Standards	\$109,095
4.1	Outline for ODDS	\$2,990
4.2	Administrative Draft ODDS	\$57,330
4.3	Public Draft ODDS	\$26,640
4.4	Working Session #3: Public Draft ODDS	\$2,455
4.5	Final ODDS, as adopted	\$9,680
4.6	ODDS Checklist	\$10,000
Task 5	Public Meetings	\$5,220
5.1	Meeting Attendance & Support (2; in-person)	\$5,220
Expenses		\$1,850
Total Base Scope of Work (not including Optional Tasks)		\$180,000
Optional Tasks		
2.2A	Local Industry Roundtable #2	\$4,000
4.2A	Additional Architectural Style (each)	\$15,000
4.2B	Site Test & Visualization (each)	\$10,000
4.2C	Project Review Testing (each)	\$5,000
4.2D	Screencheck Draft ODDS	\$15,000

Appendix



Detailed Work Plan

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

Task 1. Project Startup & Management

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

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

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

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

Task 1 Deliverables

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

Requests for City staff:

- Support in scheduling kickoff meeting and recurring coordination meetings

Task 2. Targeted Community Engagement

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

2.1 Working Session #1: Key Projects & Outcomes.

Opticos will facilitate a virtual 1.5-hour working session with City staff to hear about key projects and gain insight on what is seen as effective and what needs to be addressed for improvement. This can be in the standards for entire buildings or certain elements of a building.

2.2 Local Industry Roundtable Meeting #1.

In collaboration with City staff, Opticos will prepare for and facilitate a virtual roundtable meeting with local design and development industry professionals. This meeting will seek input and feedback from local designers, developers, builders, and realtors to share approach and receive feedback. We will engage the group in a discussion focusing on ideas for addressing the ODDS. We will also provide our experience to the group on the effectiveness of certain standards (e.g., daylight plane, upper story setback, maximum building length, architectural style, etc.).

(Optional Task) 2.3 Local Design & Development Industry Roundtable Meeting #2.

In coordination with City staff, the Opticos team will prepare for and facilitate a second virtual roundtable meeting with local design and development industry professionals. This meeting will seek input and feedback from local designers, developers, builders and realtors on the Draft ODDS.

2.3 Planning Commission Study Sessions (2).

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

the Planning Commission, scheduled at key project milestones.

2.4 Community Meeting. Two Opticos members will facilitate up to 3 in-person community meeting to present and receive feedback on key issues over the course of this project. We are open to your ideas on how to structure this meeting; initially, we propose these meetings as "Open House" format with a presentation and discussion portion at the beginning for attendees to ask questions, present ideas, and use in their review of the Open House materials posted on the walls of the venue. The first meeting, which is intended as an introduction to the project, is proposed to occur in parallel with the Field Visit included in Task 3.1

Task 2 Deliverables

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

Requests for City staff:

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

Task 3. Research

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

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

Opticos will identify the range of styles in Carmel-by-the-Sea and the prevalent style(s). We will prepare a diagram of sub-areas annotated with a range of styles, prevalent styles, and any character-defining architectural elements. We will use this information in the targeted community engagement to ask the following questions, among others:

- Which styles are preferred by the Community?

- Where does the Community think it important to regulate architectural style?
- Are there certain architectural elements, independent of style, that are preferred?

3.2 Review of Background Documents and Key Projects.

1. **Background Documents.** Opticos will review the General Plan's Land Use & Community Character Element and current Design Guidelines to understand the policy direction for what the objective design standards are to allow or require. We will also review the Local Coastal Plan and applicable chapters of the Carmel Municipal Code to identify how the ODDS can be incorporated without conflict.
2. **Key Projects.** Using the following questions, Opticos will review up to four representative sets of plans for accessory dwelling units, multi-family residential and mixed-use residential projects to gain insight and clarity of standards compared to outcomes:
 - How are the current standards being interpreted and applied by project designers and developers?
 - Are there gaps in what the standards intend versus what complies with them?

3.3 Working Session #2: Findings and

Recommendations. The Opticos team will facilitate a working session with City staff to discuss the findings and recommendations from Tasks 3.1 and 3.2

Task 3 Deliverables

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

Requests for City staff:

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

Task 4. Objective Standards

Using the results of targeted community engagement and direction from City staff, the Opticos team will work closely with City staff to prepare the ODDS.

4.1 Outline for ODDS. Opticos will prepare an outline to show the proposed content and organization..

4.2 Administrative Draft ODDS. Opticos will develop form-based ODDS, including diagrams and tables, that clearly communicate design intent and requirements for building and architectural design, and compatibility between new development and surrounding neighborhoods. The ODDS will include standards for up to **three architectural styles** consistent with the prevalent styles found from Task 3.1.

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

(Optional Task) 4.2A Additional Architectural Style.

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

(Optional Task) 4.2B Site Test & Visualization. Using standards from the Administrative Draft ODDS, we will conduct tests on representative or opportunity sites for physical compatibility with the existing context. The test will be used to understand if the design outcomes indicate any gaps in the draft standards. This information will be used to refine the Public Draft ODDS.

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

(Optional Task) 4.2C Project Review Testing. We will test project applications (recently approved or under review) using the Administrative Draft ODDS to gain insight into the project review process and to understand how those projects do or do not meet the draft standards. Findings from the project review testing will be used to refine the Public Draft ODDS.

(Optional Task) 4.2D Screencheck Draft ODDS. Opticos will prepare and submit to City staff for internal review

a Screencheck Draft of the ODDS that addresses the comments received on the Administrative Draft ODDS

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

4.4 Working Session #3: Public Draft ODDS. Opticos will schedule a working session with City staff to discuss feedback on the Public Draft ODDS and confirm edits for the final ODDS.

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

4.6 ODDS Checklist. Based on the Final ODDS, Opticos will prepare an automated checklist of the adopted ODDS. The checklist will be created to ensure that both applicants and staff can easily understand the requirements for projects eligible for ministerial approval under State law and the City Code.

Task 4 Deliverables

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

Requests for City staff:

- Timely review of drafts and consolidated comments

Task 5. Public Meetings

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

Task 5 Deliverables

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

Requests for City staff:

- Review and direction on draft staff reports for public hearings from the Opticos team

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We look forward to speaking with you.



Opticos Design, Inc.

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Berkeley, California 94704
510.558.6957
info@opticosdesign.com

Certified



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

City of Carmel-by-the-Sea
REQUEST FOR PROPOSALS



**OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS
CONSULTANT SERVICES**

Objective Design and Development Standards (ODDS) for Qualifying
Accessory Dwelling Units, Multi-Family Residential, and
Mixed-Use Residential Projects

Date Issued:

Wednesday, December 18, 2024

Submittal Deadline:

Monday, February 3, 2025, at 5:00 P.M.

Issued By: City of Carmel-by-the-Sea
Community Planning & Building Department
Monte Verde 4 SE Ocean Avenue
PO Box CC
Carmel-by-the-Sea, CA 93921
www.ci.carmel.ca.us

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Proposals Due: Monday, February 3, 2025, at 5:00 pm.

Consultants may view and download this RFP electronically from the City's website at www.ci.carmel.ca.us. Consultants are responsible for checking the City's website for any updates and addenda related to this RFP. For any questions or assistance, please reach out to the City's contact: housing@ci.carmel.ca.us.

Schedule of Activities: The City reserves the right to amend the schedule below as necessary.

RFP released	December 18, 2024
Deadline for Questions Submitted (5:00 p.m.)	January 17, 2025
Proposal Submission Deadline (5:00 p.m.)	February 3, 2025
Proposal Evaluation	February 17, 2025
Consultant Interviews/Presentations (if necessary)	Week of February 17, 2025
Contract Negotiations and Execution	Week of February 24, 2025

City Contact: For all questions related to the RFP, email the City's Contact listed below:

Marnie R. Waffle, AICP, Principal Planner
City of Carmel-by-the-Sea
Community Planning & Building Department
PO Box CC
Carmel-by-the-Sea, CA 93921
(831) 620-2057
housing@ci.carmel.ca.us

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

A. Purpose

The City of Carmel-by-the-Sea (City) is seeking proposals from qualified professional consultants to develop objective design and development standards for qualifying accessory dwelling units, multi-family residential, and mixed-use residential projects. Consultants may either be individuals or firms.

B. Overview

The City of Carmel-by-the-Sea is one-square-mile with a population just over 3,000 people. Carmel is a coastal village located wholly within the coastal zone and is known internationally for its white sand beach, quaint downtown, and charming architecture. Incorporated in 1916, Carmel is a community founded by artists and writers. The absence of formal sidewalks in the residential district contributes to the forest character of the village which also contains over 80 acres of parkland.

While Carmel is primarily a residential community, the commercial district boasts over 800 businesses providing a wide array of products and services. It is a world-renowned destination with numerous hotels, restaurants, and shops, art galleries, theatres and music venues. Over 300 buildings are listed on the local historic inventory.

The City is seeking a Consultant to develop objective design and development standards for accessory dwelling units, multi-family residential, and mixed-use residential projects. The standards should honor the architectural history and diversity of the village. The integration of new buildings should respect the scale and character of the village. Particular attention should be given to high-quality building design, architectural style, massing, and height transitions.

Objective design review standards are defined under State law as, *“standards that involve no personal or subjective judgement by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal”* (California Government Code, Section 65913.4).

Carmel’s current Residential Design Guidelines and Commercial Design Guidelines were adopted by the City Council in the early 2000’s, and can be found at:

<https://ci.carmel.ca.us/post/design-studyreview-process>, under **Design Guidelines**

The Carmel General Plan also includes a **Land Use & Community Character Element** which can be found at: <https://ci.carmel.ca.us/post/general-plan>

Consultants are encouraged to review existing policies and guidelines to understand the qualities and architectural heritage of the village. The City is establishing objective design and development standards to:

- Comply with recent State housing legislation.
- Implement streamlined and ministerial review processes for qualifying housing projects.
- Ensure that qualifying projects align with the City's architectural heritage.
- Provide a set of clear criteria to guide development.
- Establish an objective framework by which a qualifying project will be evaluated.

This is an implementing program of the City's 6th cycle housing element adopted by the City Council and certified by the State Department of Housing and Community Development in April 2024.

C. Minimum Qualifications

The city is seeking proposals from Consultants with the following minimum qualifications including work experience in coastal areas with unique architectural character:

1. All Consultants must demonstrate that they meet the qualifications set forth in this RFP.
2. Consultants shall identify all key personnel, and each must meet the qualifications set forth in this RFP.
3. Consultants must demonstrate hands-on experience with the development of objective design and development standards.
4. Consultants must have strong communication skills and the ability to communicate effectively with the community and decision makers.
5. Consultants must demonstrate that they have no connection to the city and its staff that could impact their performance of services.
6. All Consultants shall provide at least three references.

The selected Consultant shall have knowledge of the California Coastal Act and Local Coastal Plans, and experience in preparing planning documents, including objective design and development standards, design guidelines, development regulations, and municipal code amendments. The selected Consultant should have the following knowledge and experience:

- Development of objective standards related to high-quality building design, architectural style, and height transitions.
- Experience in preparing design guidelines, objective design standards, and similar planning documents.
- Knowledge of the California Coastal Act and Local Coastal Plans.
- Ability to interpret and apply applicable Carmel-by-the-Sea codes, policies, standards, and guidelines.
- Provide timely responses to the city.

- Ability to provide insurance and indemnities to the City. Professional liability insurance is required. The terms and conditions of the Professional Services Agreement will be negotiated at the appropriate time.
- Experience working with subcontracted consultants where appropriate.

Consultants shall also comply with the following provisions:

1. Each Consultant is responsible for determining and complying with all applicable City business licensing requirements.
2. Each Consultant is responsible for determining and complying with all applicable professional licensing requirements.

D. General Provisions and Requirements

1. Questions related to contract administration matters should be directed to the City's Contact at housing@ci.carmel.ca.us.
2. The Consultant shall maintain any key personnel throughout the duration of the services provided. The Consultant shall conduct their business in a professional manner to schedule and support their personnel to provide the scope of services in a timely and professional manner. The city must approve of any key personnel changes in advance through personnel qualifications review and oral interviews with City staff.
3. The Consultant shall verify that all information submitted to the City is up to the Consultant's professional standards and satisfaction. Note and report any discrepancies observed in the course of professional activities covered by the services.
4. Deliverables will be submitted in electronic format (PDF) and in native document formats such as Word, Excel, etc. unless otherwise specified.

E. Scope of Services

The city is seeking proposals from Consultants with qualifications and work experience in developing objective design and development standards related to high-quality building design, architectural style, and height transitions. All objective design and development standards shall address accessory dwelling units, multi-family residential and mixed-use residential projects. The objective design and development standards shall be developed consistent with the purpose and intent of existing residential and commercial design guidelines as well as the City of Carmel-by-the-Sea General Plan and Local Coastal Plan for the review of qualifying housing development applications as required by State law.

Typical services include, but are not limited to:

- Initial meetings with staff.
- Review and analysis of existing planning documents: General Plan, Local Coastal Plan, Residential Design Guidelines, Commercial Design Guidelines, and applicable chapters of the Carmel Municipal Code.

- Field visits and windshield surveys of existing housing developments.
- Proposal scope, products (documents), and schedule.
- Attendance at public meetings to present proposals as required.
- Preparation of administrative draft documents.
- Preparation of draft documents for public review.
- Review of draft documents, including review by applicable committees and attendance at public meetings as required.
- Preparation of final documents for adoption.
- Recommendations for the next steps.

F. Proposal Format and Submittal Requirements

Submitting the Proposal

The proposal must be received by the city no later than Monday, February 3, 2025, at 5:00 p.m. The city requires that all proposals be submitted electronically via email or file sharing sites. The proposal shall be clearly marked for “**City of Carmel-by-the-Sea – Objective Design and Development Standards Proposal**” and emailed to:

Marnie R. Waffle, AICP, Principal Planner
City of Carmel-by-the-Sea
Community Planning and Building Department
housing@ci.carmel.ca.us

Each Consultant is responsible for confirming the City’s receipt of the proposal. Receipt of a proposal by any other City office will not constitute “delivery” as required by this proposal. Each Consultant assumes full responsibility for the timely delivery of its proposal. Any proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant. No Consultant may submit more than one proposal for this work.

Each proposal must include the following information:

Cover Letter (Maximum 2 pages): Cover letter giving an overview of the Consultant’s general expertise, experience, and ability to perform the scope of services described in this RFP. Include a statement of your general philosophy to undertaking the work. The cover letter shall be signed by an authorized representative of the firm. **Attachment 4** is the City’s standard contract for the Professional Services Agreement. In the cover letter, state that the City’s contract template is acceptable to the Consultant or list any exceptions or change requests to the contract provisions.

Certification Forms: Complete and sign the following certification forms,

Attachment 1 – Conflict of Interest Statement

Attachment 2 – References**Attachment 3 – Statement regarding Insurance Coverage and Worker's Compensation Insurance Acknowledgment Certificate**

Review of Scope of Services (Maximum 3 pages): Consultants must comment on their ability to realistically provide the services listed in the Proposed Scope of Services as outlined. Provide comments and suggest modifications, changes, and/or additions as appropriate. Indicate your approach to the project and what specialized skills, services, or unique insights you or your team would bring to the project. Proposals should include how action items would be identified to accomplish the goals and objectives. Describe how and when data and materials will be delivered to the city.

Experience and Expertise: Discuss prior related experience satisfying Minimum Qualifications and what would make you or your firm qualified for development of objective design and development standards consultant services. Emphasize projects of similar scope and magnitude. Any prior expertise in the implementation mechanisms should be explained. Describe experience in the development of objective design and development standards.

Qualifications of Key Personnel: Identify a project manager and key individuals on the Consultant's team and their resumes highlighting relevant qualifications and experiences. Indicate projects that they were assigned to and their specific roles and responsibilities.

Provide a statement regarding the team or firm's commitment to keep the same personnel throughout this engagement with the city.

Timeline: Provide a timeline for each element of the proposal that is both rigorous and realistic. The timeline should include how the project will be managed and scheduled and potential ways to phase this work aligned to the approach.

Samples: Provide one to three examples of work products (electronically) involving objective design and development standards.

Disclosure of Litigation/Discipline: If you or firm has ever been disciplined or censured by any regulatory body, disclose the principal facts. If, within the last five years, you or your firm has ever been involved in litigation or other legal proceedings relating to the provision of services, provide an explanation and indicate the current status or disposition of the proceedings.

References (see Attachment 2): A minimum of three (3) current references from past projects (of similar scope) must be provided. All references must contain relevant projects completed within the past five (5) years. Provide the following information for each reference:

Firm, Owner, or Agency Name, Address, Telephone Number, and Email Address
Project Description, List of Services Provided

Insurance Coverage: If applicable, identify carriers, types, and limits of insurance carried. If selected by the City, the Consultant shall maintain minimum coverage requirements for commercial general liability, automobile liability, professional liability, and workers' compensation as specified in the Professional Services Agreement unless waived by the City Attorney. The Consultant may achieve the required limits and coverage through a combination of primary and excess or umbrella liability insurance provided such policies result in the same or greater coverage as the coverage required by City, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. If selected by the City, the Consultant shall cause the insurance policies required herein to include the City, and their respective officials, officers, employees, and volunteers as additional insureds for claims caused in whole or in part by the Consultant's negligent acts or omissions. The Consultant shall provide certificates of insurance to the City that evidence compliance with the above.

Preliminary Fee Schedule: Submit a Preliminary Fee Schedule for services provided by the Consultant. The Preliminary Fee Schedule shall be inclusive of all potential work and labor including, but not limited to, the Consultant's costs for site visits and travel expenses. Each element of the proposal should be itemized and include a time frame, specific personnel to complete, and the cost associated with the item. The City reserves the right to select from the menu of ideas presented in the proposal.

Note: This project is being funded, in part, through a Regional Early Action Planning (REAP) 2.0 grant. REAP 2.0 was established through AB 140 (July 2021). The Association of Monterey Bay Governments (AMBAG) approved the grant guidelines in June 2023. The City of Carmel-by-the-Sea has been awarded \$79,985.00.

Addenda: If any revisions to this RFP become necessary, the City shall provide responses and clarifications to questions via addenda. The last day for the issuance of an addendum is **Friday, January 24, 2025**.

Addenda to this RFP, if issued, will be posted on the City's website at www.ci.carmel.ca.us. All Consultants shall verify whether the City has issued an addendum for this Project prior to submitting their proposal and ensure that all requirements of addenda are included.

G. Evaluation Process

The evaluation of proposals shall be within the sole judgment and discretion of the City. All contacts during the evaluation phase shall be through the City's Contact only. Consultants shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Consultant to contact any reviewers of the proposals except for the City's Contact may jeopardize the integrity of the evaluation and selection process and risk possible disqualification.

During the proposal evaluation process, written questions or requests for clarification may be submitted by the city to a Consultant regarding its proposal or related matters. Failure to respond

in a timely manner to any such questions or requests may be grounds for the elimination of the Consultant from further consideration.

The city will evaluate each proposal meeting the qualification requirements set forth in this RFP. After the review of proposals, the highest-ranked Consultants may be invited for oral interviews as part of the selection process, if necessary. The Consultant will be notified of the time and date of oral interviews (likely over Zoom) and if any additional information may be required to be submitted.

The City shall be the sole judge of the evaluation of all proposals. The City's decision shall be final. The City reserves the right to reject any and all proposals and waive any irregularity or minor defects in any proposal received.

H. Proposal Evaluation Criteria

The following criteria will be used to evaluate the proposals:

- 1. Conflict of Interest Statement and Non-Collusion Declaration (Pass/Fail)**
 - a. Disclosure of any financial, business, or other relationship with the City of Carmel-by-the-Sea that may have an impact upon performance of services.
 - b. List of current clients who may have a financial interest in the outcome of this contract.
- 2. Completeness/Organization of the Proposal (5 points)**
 - a. Proposal that is current, accurate, and complete in accordance with the requirements of this RFP. The proposal format and organization shall follow the requirements herein. Proposals that do not include the content requirements identified within this RFP and subsequent addenda and do not address items listed shall be considered incomplete.
- 3. Organization and Approach (10 points)**
 - a. Familiarity with the desired services and demonstrates understanding of objectives.
 - b. Similar experience in development of objective design and development standards in the public and/or non-profit sectors.
- 4. Qualifications & Experiences (10 points)**
 - a. Meets Minimum Qualifications.
 - b. Identifies relevant experience, specific qualifications, and technical expertise.
 - c. Demonstrates a history of success in the development of objective design and development standards for other clients.
- 5. Consultant Accessibility (5 points)**
 - a. A statement addressing ability to fulfill the required responsibilities.

6. References (10 points)

- a. Provide references with the names of at least three (3) agencies the Consultant has previously consulted for in the past five (5) years.

The City will consider any requested changes to the City's standard contract template but may not be able to accommodate all requested changes.

I. Oral Interview (if necessary)

If necessary, the top-ranking Consultant(s) may be invited to participate in Oral Interviews for a Consultant presentation and Q&A session. A Consultant will be notified of the time and date for oral interviews (likely over Zoom) and if any additional information may be required to be submitted.

Following the City's determination of the best qualified Consultant for this work, scope of services and final terms will be negotiated, and the Consultant and the City will execute the City's standard Professional Services Agreement (**Attachment 4**).

The proposed schedule is as follows:

<u>Activity</u>	<u>Anticipated Dates</u>
RFP released	December 18, 2024
Deadline for Questions Submitted (5:00 p.m.)	January 17, 2025
Proposal Submission Deadline (5:00 p.m.)	February 3, 2025
Proposal Evaluation	February 17, 2025
Consultant Interviews/Presentations (if necessary)	Week of February 17, 2025
Contract Negotiations and Execution	Week of February 24, 2025

J. Additional Information

1. **Reservation of Rights.** The City reserves the right to accept or reject any or all proposals, or to alter the selection process if warranted, to postpone the selection process for its own convenience at any time, and to waive any defects in the RFP. The City also reserves the right to accept or reject any individual subconsultant that a candidate proposes to use. This RFP and the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the City and the Consultants. The City's standard form of consultant agreement will form the basis of the contract between the parties.
2. **Consultant's Costs.** Each Consultant responding to this RFP acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs, and travel expenses, including but not limited to vehicle miles, vehicle rentals, flights, transit fares, and meals, are at the Consultant's sole expense. The City shall not, under any circumstances, be responsible for any cost or expense incurred by the Consultant. In addition, each Consultant

acknowledges and agrees that all documentation and/or materials submitted with the RFP shall remain the property of the City.

3. **Communicating with the City.** If you have any questions regarding this RFP, please communicate with the City's Contact:

Marnie R. Waffle, AICP, Principal Planner
City of Carmel-by-the-Sea
Community Planning and Building Department
PO Box CC
Carmel-by-the-Sea, CA 93921
(831) 620-2057
housing@ci.carmel.ca.us

The City's sole point of contact for this RFP shall be the City's Contact who shall administer the RFP process. All communications shall be submitted in writing and shall specifically refer to this RFP (identify in the subject line). Only answers issued by the Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. No contact with other City staff, City Council members, or any other public official concerning the Project during the RFP process is allowed. A violation of this provision may result in the disqualification of the Consultant.

4. **Public Record.** All responses to this RFP become property of the City and will be kept confidential, subject to the requirements of the California Public Records Act, until a recommendation for the award of a contract has been announced. Submittals are subject to public inspection and disclosure under the California Public Records Act. (Cal. Govt. Code sections 6250 *et seq*). Unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, or any other written communication between the City and any Consultant, and between City employees or consultants, regarding the procurement, shall be available to the public. In any event, the City shall have no liability to Consultant for making disclosures required by the California Public Records Act or other law, court order, legal proceeding discovery request, investigative demand, subpoena, or order from a regulatory body having jurisdiction over either of the parties. Nothing contained herein shall be construed as requiring or obligating the City to withhold information in violation of the California Public Records Act or other laws.
5. **Equal Opportunity.** The City hereby notifies all Consultants that it will affirmatively insure that in any contract entered into pursuant to this procurement, minority business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations or beliefs, sex, age, physical disability, medical condition, marital status, pregnancy, or other protected characteristic as set forth hereunder.

6. **Governing Law.** The laws of the State of California shall govern the interpretation and enforcement of the contract. Legal action may be instituted only in the Monterey County Superior Court, State of California, or the United States District Court for the Northern District of California.
7. **Adherence to All Local, State, and Federal Laws and Requirements.** The Consultant shall adhere to all applicable federal, state, and local laws, ordinances, statutes, rules and regulations, and rulings or directives of any agencies having jurisdiction relevant in any way to the Consultant's scope of work.

K. Attachments

The following attachments are incorporated into the Request for Qualifications:

Attachment 1 – Conflict of Interest Statement

Attachment 2 – References

Attachment 3 – Statement regarding insurance coverage and worker's compensation insurance
acknowledgement certificate

Attachment 4 – Standard Consultant Services Agreement

ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

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

The undersigned declares:

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

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

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

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

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

I, on behalf of the Consultant, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
[date], at _____[city], _____[state].

Consultant Name	(Person, Firm, Corp.)	Title of Authorized Representative
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Address	Name of Authorized Representative
---------	-----------------------------------

City, State, Zip

(Date)

(Signed)

ATTACHMENT 2 - REFERENCES**OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES*****THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL***

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

Reference No. 1.

Name of Agency

Agency Address

Contact Name

Contact Title

Contact Telephone

Contact Email Address

Contract Period

Contract Amount**Description of services performed including costs.**

Reference No. 2.

Name of Agency

Agency Address

Contact Name

Contact Title

Contact Telephone

Contact Email Address

Contract Period

Contract Amount

(next page)

Description of services performed including costs.

Reference No. 3

Name of Agency

Agency Address

Contact Name

Contact Title

Contact Telephone

Contact Email Address

Contract Period

Contract Amount

Description of services performed including costs.

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

Consultant Signature

Printed Name

Date

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

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

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

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

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

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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

Signature of Consultant's Authorized Representative

Name & Title of Authorized Representative

Date Signed

ATTACHMENT 4 - CITY OF CARMEL-BY-THE-SEA STANDARD CONSULTANT SERVICES AGREEMENT

[ATTACHED BEHIND THIS PAGE]



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

May 6, 2025
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brandon Swanson, Assistant City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Receive a report regarding options for the future of ambulance services in Carmel-by-the-Sea, and direction to staff regarding an agreement to contract ambulance services with Monterey Fire as previously recommended by the City's Ambulance Ad Hoc Committee (Estimated time - 30 min)

RECOMMENDATION:

It is recommended that the City Council receive a report regarding options for the future of ambulance services in Carmel-by-the-Sea, and direct staff to proceed with an agreement to contract ambulance services with Monterey Fire as previously recommended by the City's Ambulance Ad Hoc Committee.

BACKGROUND/SUMMARY:

Overview

For over 35 years, the City of Carmel-by-the-Sea has benefited from shared fire services through various arrangements, most recently since 2012 with the City of Monterey. This collaborative model has proven operationally efficient, mutually advantageous, cost-effective, and has provided significant service-level improvements for Carmel-by-the-Sea residents.

On January 1, 2012, the City began operating its own ambulance service consisting of six (6) firefighter/paramedics, with oversight falling under the Public Safety Director/Chief of Police. Although this model has been managed successfully, it has had its share of challenges, including maintaining staffing levels, high overtime, and our ability to keep the ambulance fully in service as required by the County who oversees our paramedic license.

The city has benefited from having a public safety director with a unique knowledge of the licensing requirements to maintain an ambulance service which is not common in a Police Chief. However, during the Chief's absence, a lack of administrative knowledge created compliance challenges with County and state licensing requirements. These challenges suggest it could be time to consider a new and more efficient model of management to retain a city controlled Fire/Ambulance service for our residents.

201 Rights

The city's ability to legally operate/control an ambulance is an important component of any decision the city council makes. Since 1930, the city has continuously maintained ambulance service in the village. In 1980, California passed a law requiring standards for any agency who elected to manage its own ambulance service. Part of this legislation involves a commonly used term, known as "201 Rights".

"201 rights" refer to a status granted to certain cities and fire districts in California that provided prehospital emergency medical services (EMS) before June 1, 1980. Cities with this 201 status are authorized to continue providing EMS at their existing levels until they cease operation. If a City ceases operating its own ambulance, service then falls under the county control for ambulance service (i.e.: American Medical Response, "AMR"). The city retains its 201 right to this day. Should the city elect to contract out its ambulance service to Monterey Fire, it would not impact the city's "201 Rights".

Carmel-by-the-Sea's long time dedication to providing city ambulance service has resulted in it being the last city to retain 201 rights in Monterey County. All other cities have relinquished their ambulance service and elected to utilize the county contracted service, currently provided by AMR.

Ad Hoc Committee

With concerns over sustainability of the Carmel Fire/Ambulance, the city formed an Ad Hoc committee in 2020 to explore solutions to the management of the ambulance. The Ad Hoc Committee comprised of two council members and four residents who spent multiple meetings learning about the ambulance operation. Over the course of these meetings, they developed two important city goals for whatever decision was made. The specific goals established by the Ad Hoc were:

1. Ensuring Carmel Retains its Ambulance Service ("201 Rights")
2. Improving Service for the Residents

The Ad Hoc was particularly concerned with the potential for the City to lose its 201 right for ambulance service. As previously stated, contracting ambulance service with Monterey Fire would not jeopardize these 201 rights. What the Ad Hoc recognized could jeopardize 201 rights, was failure to meet County and State requirements of our paramedic license agreement, including continuous operation.

Since 2012, the City has had staffing challenges which have both led to a growing number of incidents where the ambulance has been taken out of service. Additionally, with leadership changes in the Police Department, a number of other licensing requirements have also not been met, leading to the County recently notifying the city of potential license violations.

The Ad Hoc also learned that contracting with Monterey Fire would ensure that a paramedic always rode on both the Ambulance and the fire engine. This would mean a paramedic was first to the site for all emergencies in the village, even if the fire truck arrived first, which often happens.

Ultimately, the Ad Hoc Committee recommended that the City move forward with contracting ambulance services with Monterey Fire. Firstly, to prevent the city from losing its 201 rights, which was goal number one. Secondly, because it was learned that access to Monterey's larger staffing resources would allow for an even higher level of service for the city's residents, which was goal number 2.

It was these Ad Hoc findings, which still hold true today, that necessitate considering changes to the ambulance management model.

Changes to Ambulance Operation Model

The following are options for the council to consider which would allow the City to maintain 201 rights to ambulance service in the village. In each of these options, the goals of the ad hoc would be met at varying levels. The first option, which is contracting to Monterey Fire, is staff's recommendation because it fully aligns with the recommendation from the city's Ad Hoc Committee. The other options would still allow the City to retain its 201 rights, at least in the short term, but are not recommended by staff. more detailed cost comparisons, which include assumptions, are included as **Attachment 1**.

Option 1 (Recommended): Contract Ambulance Service to Monterey Fire

Total Cost (Salaries, Benefits, Admin., Supplies): \$2.40 Million

This contract model would ensure that Carmel-by-the-Sea's ambulance was always staffed with two firefighters per shift: one firefighter/paramedic and one firefighter Emergency Medical Technician (EMT). This would increase staffing flexibility, ensuring that a paramedic remains in the city and responds to every medical emergency in the village, even if the ambulance responds to a county call outside the city. This enhanced staffing model, which includes access to a larger employee pool, would allow for 24/7 ambulance coverage, eliminating service interruptions due to staffing shortages, and reduced overtime. Additionally, the integration with Monterey Fire's system would provide operational benefits, such as maximizing resource utilization, enhanced fire protection services, and seamless coordination during major emergency events. With this model both of the Ah Hoc committee goals are met.

This model meets both the Ad Hoc's goal of ensuring Carmel retains its 201 rights to operate an ambulance while improving services for residents. In essence, the ambulance service would look the same as it does today, remaining in the Carmel Fire Station, fully staffed, with many of the same faces that work there today. The only noticeable difference would be the patch on the arm of the staff which would say "Monterey Fire".

Monterey's proposal leverages the proven benefits of shared governance, offering enhanced operational efficiencies, access to a depth of resources, and a higher level of service for the residents, businesses, and visitors of Carmel-by-the-Sea. Monterey Fire has a successful history of providing outstanding fire services to neighboring jurisdictions, including Carmel-by-the-Sea, Pacific Grove, and others.

Option 2 (Not Recommended): City Operational Model at Enhanced Level (Monterey Equivalent)

Total Cost (Salaries, Benefits, Admin., Supplies): \$2.95 Million

NOTE: Cost to maintain current model with no enhancements = \$2.14 Million

As identified in this report, this current model is not sustainable if the city wishes to retain 201 rights and uphold a service commitment to the residents. Under the current operational model, Carmel-by-the-Sea staffs one ambulance with two paramedics who are responsible for emergency medical response both in the village and as a part of the county response as the closest available ambulance. The staffing model includes 6-full time Firefighter Paramedics to operate the ambulance 24/7/365. Oversight of the operations falls under the Director of Public Safety (Chief of Police) and administrative assistance is done in part by both police department staff and finance.

The cost reflected to maintain our current service model with enhancements includes the following changes to maintain the requirements of our paramedic license agreement with the state. It also better aligns the cost with what Monterey is proposing in their service proposal in order to make a realistic comparison.

- Add two paramedics to reduce overtime and ensure adequate staffing to allow for vacations, sick time, and training.
- Add a management component, including a Fire Captain who can manage the operation including the oversight of required licensing requirements. (currently being done by the Public Safety Director)

Option 3 (Not Recommended): Maintain City Operational Model - Add Paramedic on Fire Engine

Total Cost (Salaries, Benefits, Admin., Supplies): \$2.21 Million

This option would keep the ambulance operating as is, with the exception of paying Monterey Fire to ensure that there was always a paramedic available to staff the fire engine under the existing fire services contract. This option meets the second goal of the Ad Hoc, which was to improve service to the residents by having a paramedic respond to every medical in the village. Staff contacted Monterey Fire, and the cost of this additional service would be approximately \$70,000 per year.

This option would partially meet the improved service goal established by the Ad Hoc Committee but the city would still be in jeopardy of losing 201 rights by not improving our staffing and management model. As previously mentioned, Monterey County has recently identified that we aren't meeting the obligation of our paramedic service agreement. This option only results in our ability to provide a paramedic to our residents on every call, even when the ambulance is out of the city. This model would not improve our overall ambulance service or create a management structure to ensure that the city retains its 201 rights.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

None for this action.

ATTACHMENTS:

Attachment 1) Ambulance Merger Costs

BASELINE - Existing Carmel Fire/Ambulance Operation Model

2025-2026	Estimated
Revenues - with full staffing and price increases	<u>1,004,422</u>
2025-2026	
Ambulance Salaries and Benefits	1,598,978
Repairs, supplies, services	386,276
Other Expenditures - Administration	150,955
Total Cost	<u>2,136,209</u>
2025-2026 net loss	(1,131,787)

Includes salary costs for staffing of six (including overtime), plus an expense allocation for accounts payable, HR, supervision and administration.

Option 1 - Contract Ambulance Service to Monterey Fire

2025-2026	Estimated
Revenues	<u>1,004,422</u>
2025-2026	
Ambulance Salaries and Benefits	1,792,785
Repairs, supplies, services	310,404
Other Expenditures - Administration	300,321
Total Cost	<u>2,403,510</u>
2025-2026 net loss	(1,399,088)

Option 2 -City Operational Model at Enhanced Level (Monterey Equivalent)

2025-2026	Estimated
Revenues - with full staffing and price increases	<u>1,004,422</u>
2025-2026	
Ambulance Salaries and Benefits	2,409,811
Repairs, supplies, services	386,276
Other Expenditures - Administration	150,955
Total Cost	<u>2,947,042</u>
2025-2026 net loss	(1,942,620)

Updated to include same staffing as Monterey proposal (i.e. eight staff and one supervisor) plus an expense allocation for accounts payable, HR, supervision and administration.

Notes:

All scenarios require the purchase of a new ambulance (410,000)

Scenarios assume that the current pension contributions are sufficient to cover incurred liabilities.



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

May 6, 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 proposed changes to City Policy C89-02: City Council Meetings, Orders of Council, Agenda Packets, Minutes of Meeting and Agenda Distribution, and provide direction to the City Administrator (Estimated time - 30 min)

RECOMMENDATION:

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

BACKGROUND/SUMMARY:

BACKGROUND

Mayor Byrne requested that the City Council review City Policy C89-02, City Council Meetings, Orders of Council, Agenda Packets, Minutes of Meeting and Agenda Distribution ("Policy") and discuss potential updates. The Policy is **Attachment 1** to this Staff Report.

Proposed Changes to Policy

On March 31, 2025, there was a discussion at the City Council meeting regarding possible changes to the Policy. The changes discussed during that meeting included the following which are shown in track changes to the Policy (**Attachment 2**) and a clean version accepting those changes (**Attachment 3**):

1. Agenda Preparation – the Mayor and Mayor Pro Tem will look 3-6 months ahead when planning the Council agenda.
2. Meeting Procedures - Requiring presentation slides to be made available to Council and the public by 5 pm on the Friday before meetings.
3. Set specific start times for items likely to draw high public interest (e.g. street addresses).
4. Acknowledge receipt of written public comments (emails/letters).
5. The Mayor will ask for the number of people who wish to speak on a particular item and may adjust

the public comment time accordingly.

6. Include general public comment on Regular Meeting agendas, but not Special Meeting Agendas.
7. Ask speakers to avoid repeating prior comments and instead express agreement with the previous comment.
8. Add this language to the City Council Agendas: Brown Act Requirements: general public comments must be on matters related to matters of the legislative bodies jurisdiction. Comments on agenda items must relate to that agenda item. Anyone who does not follow these requirements of the Brown Act in person or via teleconference will be muted.
9. Add to the Meeting Procedures the option for some Council discussion before public comments.
10. Curfew - Implement a 9:30 pm meeting curfew. Council must vote to continue the meeting past 9:30 pm.
11. Hold appeal hearings on a separate meeting date during the day, if possible.

Other Items for Further Discussion/Direction

Other items that were discussed at the Council meeting on March 31, 2025 which have not been included in Attachment due to a need for further discussion and direction include the following:

1. Extraordinary Business Items - Keep to 3 min per item
2. Consider adding a special meeting later in the month, or start meetings earlier in the day, such as 3 pm.
3. Consider the Monterey meeting model, with an afternoon session general public comment, a dinner break/closed session, and an evening session with another general public comment period.
4. Consider ordering public comments by duration with the following preference: 1-minute speakers first, followed by 2-minute and then 3-minute speakers. There are no provisions in the Brown Act which expressly allow such a preference. Further research can be done upon direction by the City Council.
5. Consider whether the City can give preference during general public comment to City residents. There are no provisions in the Brown Act which expressly allows such a preference. Further research can be done upon direction by the City Council.
6. Consider the Coastal Commission process of going on line before the meeting to register for public comment. The Coastal Commission is a State agency and the meeting procedures are governed by the Bagley Keene Act instead of the Brown Act which applies to local agencies. Further research can be done upon direction by the City Council.
7. Consider a time limit for the general public comment period. Note: The current Policy reserves to the Council the right to limit the duration of Public Appearances to thirty minutes total.

FISCAL IMPACT:

No direct fiscal impact for this action.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1) Current Policy C89-02

Attachment 2) REDLINE - Draft proposed changes to Policy C89-02

Attachment 3) Clean Version - with Proposed Changes to Policy C89-02

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

Subject: City Council Meetings/Orders of Council/Agenda Packets/Minutes of Meeting and Agenda Distribution	Policy/Procedure No: C89-02
Effective Date: 2 August 1988	Authority: Resolution No. 88-89

Purpose:

To provide a guide for the City Council and staff for the conduct of public meetings, agenda and minute preparation and distribution of agenda packets.

Policy/Procedure:

1. Adoption of action minutes as outlined in the attached memorandum from the League of California Cities .
2. Adoption of City Clerk's policy regarding agenda packets (No packets shall be disseminated until the packets are made available to the City Council).
3. Adoption of the sequence of the Orders of Council as set forth in the policy attached.

Responsible Party:

City Administrator/City Clerk

Department of Origin:

Administration/City Council

Revision Dates:

2 March 2009 (28 October 2008 Council Retreat)
5 June 2012 (Resolution No. 2012-33)
6 October 2020 (Resolution No. 2020-063)

Rescinded Date :

C89-02

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL
RULES AND PROCEDURES

The City Council is composed of five members: Mayor and four Council Members. The Mayor serves a two-year term and members of the City Council serve four year terms.

I. ELECTED OFFICIALS

A. Mayor (directly elected since 1978)

The Mayor is the chair of the meeting and, as such, presides at all Council meetings. As the titular head of the City Council, the Mayor represents the City at quasi-governmental and social functions and may represent the City Council before other governmental bodies on specific matters as may be authorized by the City Council.

B. Mayor Pro Tempore

The Mayor Pro Tempore is appointed by the Mayor in December or at the first meeting after the City Council is seated following an election. This appointment is announced by the Mayor, but does not need to be ratified by the City Council. In the absence of the Mayor, the Mayor Pro Tempore shall chair the City Council meetings and may attend social/quasi-governmental functions on behalf of the City.

C. Absence of both the Mayor and Mayor Pro Tempore

In the absence of both the Mayor and Mayor Pro Tempore, members of the City Council shall appoint an acting Mayor Pro Tempore, who shall have the powers and duties of the Mayor Pro Tempore as described above.

II. CITY COUNCIL MEETINGS

City Council meeting dates and types (e.g. Regular, Special, Closed Session, Tour of Inspection) are regulated by Chapter 2 of the Municipal Code.

A. Agenda

Only items that are agendized may be acted on at any Council meeting.

- Agenda Preparation

The draft agenda is prepared by the City Administrator and City Clerk with the input of all department directors and is reviewed at weekly staff Management meetings.

- Agenda Finalization

The Mayor and Mayor Pro Tempore meet with the City Administrator and City Clerk prior to the meeting to finalize the draft agenda.

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

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**PROPOSED CHANGES TO CITY OF
CARMEL-BY-THE-SEA POLICY AND PROCEDURE**

Subject:	City Council Meetings/Orders of Council/Agenda Packets/Minutes of Meeting and Agenda Distribution	Policy/Procedure No: C89-02
Effective Date:	2 August 1988	Authority: Resolution No. 88-89

Purpose:

To provide a guide for the City Council and staff for the conduct of public meetings, agenda and minute preparation and distribution of agenda packets.

Policy/Procedure:

1. Adoption of action minutes as outlined in the attached memorandum from the League of California Cities .
2. Adoption of City Clerk's policy regarding agenda packets (No packets shall be disseminated until the packets are made available to the City Council).
3. Adoption of the sequence of the Orders of Council as set forth in the policy attached.

Responsible Party:

City Administrator/City Clerk

Department of Origin:

Administration/City Council

Revision Dates:

2 March 2009 (28 October 2008 Council Retreat)

5 June 2012 (Resolution No. 2012-33)

6 October 2020 (Resolution No. 2020-063)

Rescinded Date :

CITY OF CARMEL-BY-THE-SEA CITY COUNCIL RULES AND PROCEDURES

The City Council is composed of five members: Mayor and four Council Members. The Mayor serves a two- year term and members of the City Council serve four year terms.

I. ELECTED OFFICIALS

A. Mayor (directly elected since 1978)

The Mayor is the chair of the meeting and, as such, presides at all Council meetings. As the titular head of the City Council, the Mayor represents the City at quasi-governmental and social functions and may represent the City Council before other governmental bodies on specific matters as may be authorized by the City Council.

B. Mayor Pro Tempore

The Mayor Pro Tempore is appointed by the Mayor in December or at the first meeting after the City Council is seated following an election. This appointment is announced by the Mayor, but does not need to be ratified by the City Council. In the absence of the Mayor, the Mayor Pro Tempore shall chair the City Council meetings and may attend social/quasi-governmental functions on behalf of the City.

C. Absence of both the Mayor and Mayor Pro Tempore

In the absence of both the Mayor and Mayor Pro Tempore, members of the City Council shall appoint an acting Mayor Pro Tempore, who shall have the powers and duties of the Mayor Pro Tempore as described above.

II. CITY COUNCIL MEETINGS

City Council meeting dates and types (e.g. Regular, Special, Closed Session, Tour of Inspection) are regulated by Chapter 2 of the Municipal Code.

A. Agenda

Only items that are agendized may be acted on at any Council meeting.

- Agenda Preparation

The draft agenda is prepared by the City Administrator and City Clerk with the input of all department directors and is reviewed at weekly staff Management meetings.

- Agenda Finalization

The Mayor and Mayor Pro Tempore meet with the City Administrator and City Clerk prior to the meeting to finalize the draft agenda. The Mayor and Mayor Pro Tempore will look three to six months ahead when planning the Council agenda. (CHANGE NO. 1)

- Continuance of Agenda Item

Any City Council member who is ill or will be away from the City may request, in writing, that an item of "personal interest" or a "major issue" be continued to the next meeting. The City Council shall vote on the issue of continuance.

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- Agenda Posting

The Agenda is posted (City Hall, Main Library and Post Office bulletin boards and on the City Website) 6 days prior to a regular meeting and a minimum of 24 hours prior to a Special Meeting.

Presentation materials for agenda items shall be posted with the Agenda Packet or no later than 5 pm on the Friday before the City Council meeting. (CHANGE NO. 2)

Agendas may include a specific start time for an item. If there is a specific start time for an item, the Council will complete the consideration of the item in progress and then proceed to consider the item which has a specific start time. (CHANGE NO. 3)

B. Orders of City Council Business

The Orders of City Council business are adopted by Resolution of the City Council. The Orders of City Council Business are:

- Extraordinary Business

This category allows the City Council to recognize volunteers, employees, and present certificates of appreciation and awards.

- Announcements from City Council Members & City Administrator & City Clerk

This category allows an opportunity for City Council Members to comment on meetings attended of outside agencies and the City Administrator to give a brief report to the City Council and receive presentations that require little or no action. The City Clerk will announce whether the City has received and posted written public comments for any agenda items. (CHANGE NO. 4)

- Public Appearances

The public has opportunities to speak to the City Council. The Public Appearances section allows persons to speak a maximum of three minutes, or as otherwise established by the City Council, on items of City business, other than those scheduled agenda items for Regular City Council meetings. Matters not appearing on the City Council's agenda will not receive action at that meeting but may be referred to staff for a future meeting or resolution outside of a City Council meeting. The City Council reserves the right to limit the duration of the Public Appearances section of the agenda to thirty minutes total. Mayor may ask for the number of people who wish to speak on an item and may adjust the public comment time accordingly. (CHANGE NO. 5) For Special City Council meetings, public comment will be allowed on the item or items listed on the Special Meeting Agenda. (CHANGE NO. 6)

Members of the public are entitled to directly address the City Council concerning any item that is described in the notice of the City Council meeting during consideration of that item. Public comments or testimony on agenda items other than Public Appearances shall be limited to a maximum of three minutes per speaker.

Speakers may be requested to consider making a statement that they agree with the comments of a prior speaker. (CHANGE NO. 7)

Under the Brown Act, comments on agenda items must relate to that specific item, and comments on non-agenda items must fall within the legislative body's jurisdiction. Remote or in-person participants who do not comply with the requirements of the Brown Act will be muted. (CHANGE NO. 8)

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- Consent Agenda

Consent Agenda items will be voted on in one motion unless removed. The Consent Agenda consists of routine and non-controversial City matters that can be as a whole approved by a single majority vote. Any City Council Member or member of the public may ask to have an item pulled from the Consent Agenda for discussion. Such items are normally moved to the end of the meeting.

If a City Council Member has a question for information only about a Consent Agenda item, the Member should ask prior to the meeting, rather than pulling the item for discussion during the meeting.

Corrections to the Minutes are given to the City Clerk prior to the meeting so that corrections can be made prior to their adoption.

- Orders of Council

Orders of Council include reports of committee/commissions, ordinances and resolutions, public hearings, reports of officials, unfinished business, and council matters.

Public Hearings consist of zoning amendments, General Plan amendments, appeals of Commission decisions and other items mandated by the State. If the Public Hearing is an appeal, appellants are allowed a total of 10 minutes to speak on their own behalf after the staff report and at the close of public comment in order to have the opportunity to rebut public comments. Other speakers will be allowed three minutes. Formal Public Hearings must be advertised pursuant to State and Government Codes.

Ordinances are the most binding form of action the City Council can take. They are codified as the Municipal Code of the City of Carmel-by-the-Sea which is the municipal law of the City. The City Council has authority to pass ordinances through Government Code Section 37100, as long as these ordinances do not conflict with the laws and Constitution of the State of California or of the United States. Ordinances require two readings and do not become effective until 30 days after the second reading, unless it is an Urgency Ordinance

A resolution is a formal form of a motion normally utilized to set forth policy of the City. Each resolution, in addition to being referenced by number and brief title in the minutes, will be recorded as provided by law and maintained in numerical sequence as a permanent record of the City in a separate set of books. Resolutions are used for various reasons, such as when specifically required by law, when needed as a separate evidentiary document to be transmitted to another governmental agency, or where the frequency of future references back to its contents warrants a separate document to facilitate such future reference and research.

III. CONDUCT OF CITY COUNCIL MEETINGS

A. General Procedure

It is the policy of the Council not to become involved in entanglements over parliamentary procedure. Pursuant to the Municipal Code, the Chair shall have authority to prevent the misuse of motions, or the abuse of any privilege, or obstruction of the business of the Council by ruling any such matter out of order. The Mayor will assist the Council to focus on the agenda, discussions and deliberations. He/she has been delegated the responsibility to control the debate and order of the speakers.

B. Questions Addressed to a Council Member

With the concurrence of the Mayor, a Council Member holding the floor may address a question to another Council Member. That Council Member may respond while the floor is still held by the Council Member asking the question.

Council Members will limit their comments to the subject matter, item or motion being currently considered by the Council. They will govern themselves as to the length of their comments or presentation.

C. Meeting Procedures for review of Each Item on the Agenda (with the exception of Public Hearings: (CHANGE NO. 9))

- *1. The Mayor will read the agenda item under discussion.
- *2. Staff will present a brief report unless Council directs that no staff report is necessary.
3. Upon recognition by Mayor, Members of the City Council may ask questions of staff.
4. Mayor may request Council discussion on an item before public comment
5. Mayor will ask for public comment in chambers and then remote
6. Mayor will ask for Council discussion
- 4.7. Mayor will ask Council to take action for an action item including motions, resolutions, ordinances and directions to staff.

~~Upon recognition by the Mayor, Members of City Council may ask questions of the staff prior to opening of the discussion to members of the audience.~~

D. Public input/oral presentations

Any member of the public wishing to address the Council orally on a specific agenda item may do so when the item is taken up by Council, or as otherwise specified by the Council or its presiding officer. Oral presentations are limited to three minutes, unless otherwise provided.

Persons who anticipate oral presentations exceeding three minutes are encouraged to submit comments in writing to the City Clerk, by the Tuesday prior to the meeting so they may be included in the agenda packet. In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address Council on the same subject matter, the presiding officer may request that a spokesperson be chosen by the group. A specified time limit also may be set for the total presentation for any group.

- Close of Public Comment

Once public comment is closed, it cannot be reopened unless Council agrees by consensus.

- Staff response to questions from the public.

Based on staff responses to the public, members of the City Council may wish to address further questions to staff.

- The Mayor/City Administrator/Attorney shall remind the City Council of the action before Council.

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- 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.

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- Motions to reconsider

Motions to reconsider a matter may be made at the same meeting or at the next succeeding meeting following a Council action for reconsideration on. Such motions must be made by a Council Member voting in favor of the original motion.

- Staff announcement of decision

The Mayor, City Administrator, City Attorney, or City Clerk shall announce the vote and passage or failure of an item.

- Curfew (CHANGE NO. 10)

New items will not be started after 9:30 pm unless the City Council votes to extend the time of the City Council meeting.

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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

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Page 7

No person will be permitted during the hearing to speak about matters or present any evidence that is not germane to the matter being considered. A determination of relevance shall be made by the Mayor or City Attorney, but may be appealed by any Member of the City Council.

Public Hearings may be scheduled for special City Council meetings except for Public Hearings for the adoption of a regular ordinance. (CHANGE 11).

F. Minutes of Meeting Policy (C 89-02)

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Amended: October 6, 2020

COUNCIL MINUTES

A. PREFACE

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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

C89-02

Whenever the basic law or rules of a city require that a certain procedure must be followed prior to any action taken in adopting an ordinance or resolution, the minutes should show such compliance. This would include a statement referring to the previous introduction of the ordinance and would include a reference on an urgency ordinance that it is an urgency ordinance.

3. Votes cast for or against adoption of ordinances and resolutions

aa. Presumption of validity of ordinances and resolutions. There is a presumption in favor of the due and regular adoption or rejection of a city ordinance or resolution, if there are any official records to support that presumption, and that the votes were cast in substantial accordance with the requirements of the law or regulations pertaining to such matters.

This is particularly true where the ordinance or resolution contains a certificate signed by the mayor and/or clerk.

bb. Voting procedure governing adoption of ordinances and regulations (See Chapter VI on legislative Procedures)

d. Reports of officers

1. . Written reports

Since any written record is the best evidence of its contents, a written report presented at a City Council meeting need only be mentioned in the minutes by reference to:

aa. Name or title of the officer

bb. Date of the report

cc. Subject or title of report

dd. Disposition made of report, if any

PROPOSED CHANGES TO CITY OF CARMEL-BY-THE-SEA POLICY AND PROCEDURE

Subject:	City Council Meetings/Orders of Council/Agenda Packets/Minutes of Meeting and Agenda Distribution	Policy/Procedure No: C89-02
Effective Date:	2 August 1988	Authority: Resolution No. 88-89

Purpose:

To provide a guide for the City Council and staff for the conduct of public meetings, agenda and minute preparation and distribution of agenda packets.

Policy/Procedure:

1. Adoption of action minutes as outlined in the attached memorandum from the League of California Cities .
2. Adoption of City Clerk's policy regarding agenda packets (No packets shall be disseminated until the packets are made available to the City Council).
3. Adoption of the sequence of the Orders of Council as set forth in the policy attached.

Responsible Party:

City Administrator/City Clerk

Department of Origin:

Administration/City Council

Revision Dates:

2 March 2009 (28 October 2008 Council Retreat)
5 June 2012 (Resolution No. 2012-33)
6 October 2020 (Resolution No. 2020-063)

Rescinded Date :

CITY OF CARMEL-BY-THE-SEA CITY COUNCIL RULES AND PROCEDURES

The City Council is composed of five members: Mayor and four Council Members. The Mayor serves a two- year term and members of the City Council serve four year terms.

I. ELECTED OFFICIALS

A. Mayor (directly elected since 1978)

The Mayor is the chair of the meeting and, as such, presides at all Council meetings. As the titular head of the City Council, the Mayor represents the City at quasi-governmental and social functions and may represent the City Council before other governmental bodies on specific matters as may be authorized by the City Council.

B. Mayor Pro Tempore

The Mayor Pro Tempore is appointed by the Mayor in December or at the first meeting after the City Council is seated following an election. This appointment is announced by the Mayor, but does not need to be ratified by the City Council. In the absence of the Mayor, the Mayor Pro Tempore shall chair the City Council meetings and may attend social/quasi-governmental functions on behalf of the City.

C. Absence of both the Mayor and Mayor Pro Tempore

In the absence of both the Mayor and Mayor Pro Tempore, members of the City Council shall appoint an acting Mayor Pro Tempore, who shall have the powers and duties of the Mayor Pro Tempore as described above.

II. CITY COUNCIL MEETINGS

City Council meeting dates and types (e.g. Regular, Special, Closed Session, Tour of Inspection) are regulated by Chapter 2 of the Municipal Code.

A. Agenda

Only items that are agendized may be acted on at any Council meeting.

- Agenda Preparation

The draft agenda is prepared by the City Administrator and City Clerk with the input of all department directors and is reviewed at weekly staff Management meetings.

- Agenda Finalization

The Mayor and Mayor Pro Tempore meet with the City Administrator and City Clerk prior to the meeting to finalize the draft agenda. The Mayor and Mayor Pro Tempore will look three to six months ahead when planning the Council agenda.

- Continuance of Agenda Item

Any City Council member who is ill or will be away from the City may request, in writing, that an item of "personal interest" or a "major issue" be continued to the next meeting. The City Council shall vote on the issue of continuance.

- **Agenda Posting**

The Agenda is posted (City Hall, Main Library and Post Office bulletin boards and on the City Website) 6 days prior to a regular meeting and a minimum of 24 hours prior to a Special Meeting.

Presentation materials for agenda items shall be posted with the Agenda Packet or no later than 5 pm on the Friday before the City Council meeting.

Agendas may include a specific start time for an item. If there is a specific start time for an item, the Council will complete the consideration of the item in progress and then proceed to consider the item which has a specific start time.

B. Orders of City Council Business

The Orders of City Council business are adopted by Resolution of the City Council. The Orders of City Council Business are:

- **Extraordinary Business**

This category allows the City Council to recognize volunteers, employees, and present certificates of appreciation and awards.

- **Announcements from City Council Members & City Administrator & City Clerk**

This category allows an opportunity for City Council Members to comment on meetings attended of outside agencies and the City Administrator to give a brief report to the City Council and receive presentations that require little or no action. The City Clerk will announce whether the City has received and posted written public comments for any agenda items.

- **Public Appearances**

The public has opportunities to speak to the City Council. The Public Appearances section allows persons to speak a maximum of three minutes, or as otherwise established by the City Council, on items of City business, other than those scheduled agenda items for Regular City Council meetings.. Matters not appearing on the City Council's agenda will not receive action at that meeting but may be referred to staff for a future meeting or resolution outside of a City Council meeting. The City Council reserves the right to limit the duration of the Public Appearances section of the agenda to thirty minutes total. Mayor may ask for the number of people who wish to speak on an item and may adjust the public comment time accordingly. For Special City Council meetings, public comment will be allowed on the item or items listed on the Special Meeting Agenda.

Members of the public are entitled to directly address the City Council concerning any item that is described in the notice of the City Council meeting during consideration of that item. Public comments or testimony on agenda items other than Public Appearances shall be limited to a maximum of three minutes per speaker.

Speakers may be requested to consider making a statement that they agree with the comments of a prior speaker.

Under the Brown Act, comments on agenda items must relate to that specific item, and comments on non-agenda items must fall within the legislative body's jurisdiction. Remote or in-person participants who do not comply with the requirements of the Brown Act will be muted.

- **Consent Agenda**

Consent Agenda items will be voted on in one motion unless removed. The Consent Agenda consists of routine and non-controversial City matters that can be as a whole approved by a single majority vote. Any City Council Member or member of the public may ask to have an item pulled from the Consent Agenda for discussion. Such items are normally moved to the end of the meeting.

If a City Council Member has a question for information only about a Consent Agenda item, the Member should ask prior to the meeting, rather than pulling the item for discussion during the meeting.

Corrections to the Minutes are given to the City Clerk prior to the meeting so that corrections can be made prior to their adoption.

- **Orders of Council**

Orders of Council include reports of committee/commissions, ordinances and resolutions, public hearings, reports of officials, unfinished business, and council matters.

Public Hearings consist of zoning amendments, General Plan amendments, appeals of Commission decisions and other items mandated by the State. If the Public Hearing is an appeal, appellants are allowed a total of 10 minutes to speak on their own behalf after the staff report and at the close of public comment in order to have the opportunity to rebut public comments. Other speakers will be allowed three minutes. Formal Public Hearings must be advertised pursuant to State and Government Codes.

Ordinances are the most binding form of action the City Council can take. They are codified as the Municipal Code of the City of Carmel-by-the-Sea which is the municipal law of the City. The City Council has authority to pass ordinances through Government Code Section 37100, as long as these ordinances do not conflict with the laws and Constitution of the State of California or of the United States. Ordinances require two readings and do not become effective until 30 days after the second reading, unless it is an Urgency Ordinance

A resolution is a formal form of a motion normally utilized to set forth policy of the City. Each resolution, in addition to being referenced by number and brief title in the minutes, will be recorded as provided by law and maintained in numerical sequence as a permanent record of the City in a separate set of books. Resolutions are used for various reasons, such as when specifically required by law, when needed as a separate evidentiary document to be transmitted to another governmental agency, or where the frequency of future references back to its contents warrants a separate document to facilitate such future reference and research.

III. CONDUCT OF CITY COUNCIL MEETINGS

A. General Procedure

It is the policy of the Council not to become involved in entanglements over parliamentary procedure. Pursuant to the Municipal Code, the Chair shall have authority to prevent the misuse of motions, or the abuse of any privilege, or obstruction of the business of the Council by ruling any such matter out of order. The Mayor will assist the Council to focus on the agenda, discussions and deliberations. He/she has been delegated the responsibility to control the debate and order of the speakers.

B. Questions Addressed to a Council Member

With the concurrence of the Mayor, a Council Member holding the floor may address a question to another Council Member. That Council Member may respond while the floor is still held by the Council Member asking the question.

Council Members will limit their comments to the subject matter, item or motion being currently considered by the Council. They will govern themselves as to the length of their comments or presentation.

C. Meeting Procedures for review of Each Item on the Agenda (with the exception of Public Hearings:

1. The Mayor will read the agenda item under discussion.
2. Staff will present a brief report unless Council directs that no staff report is necessary.
3. Upon recognition by Mayor, Members of the City Council may ask questions of staff.
4. Mayor may request Council discussion on an item before public comment
5. Mayor will ask for public comment in chambers and then remote
6. Mayor will ask for Council discussion
7. Mayor will ask Council to take action for an action item including motions, resolutions, ordinances and directions to staff.

D. Public input/oral presentations

Any member of the public wishing to address the Council orally on a specific agenda item may do so when the item is taken up by Council, or as otherwise specified by the Council or its presiding officer. Oral presentations are limited to three minutes, unless otherwise provided.

Persons who anticipate oral presentations exceeding three minutes are encouraged to submit comments in writing to the City Clerk, by the Tuesday prior to the meeting so they may be included in the agenda packet. In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address Council on the same subject matter, the presiding officer may request that a spokesperson be chosen by the group. A specified time limit also may be set for the total presentation for any group.

- Close of Public Comment

Once public comment is closed, it cannot be reopened unless Council agrees by consensus.

- Staff response to questions from the public.

Based on staff responses to the public, members of the City Council may wish to address further questions to staff.

- The Mayor/City Administrator/Attorney shall remind the City Council of the action before Council.
- City Council discussion

- City Council action/motions

Before a motion can be considered or debated, it must be seconded. Once the motion has been properly made and seconded, the Chair shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any City Council Member properly recognized by the Chair. Once the matter has been fully discussed and the Chair calls for a vote, no further discussion will be allowed.

Council Members may be allowed to explain their vote briefly for the record. Once a vote is taken, all Council Members shall support the action taken.

- Substitute motions

When a motion is on the floor, any member of City Council may make a substitute motion. If the substitute motion is seconded, it shall be acted upon prior to acting on the main motion.

- Tie votes

A tie vote results in a failed motion. In such an instance, any member of the Council may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making persons or body from which the appeal was taken.

- Motions to reconsider

Motions to reconsider a matter may be made at the same meeting or at the next succeeding meeting following a Council action for reconsideration on. Such motions must be made by a Council Member voting in favor of the original motion.

- Staff announcement of decision

The Mayor, City Administrator, City Attorney, or City Clerk shall announce the vote and passage or failure of an item.

- Curfew

New items will not be started after 9:30 pm unless the City Council votes to extend the time of the City Council meeting.

E. Meeting Procedure for formal Appeals/Public Hearings

When a matter for public hearing comes before the City Council, the Mayor shall inquire if there are any persons present who desire to speak on the matter which is to be heard or to present any evidence regarding the matter.

The procedure for holding City Council appeals differs from other items where the public is allowed to speak in that appellants are allowed to have 10 minutes to make a presentation, including closing comments. The public testimony follows, after which the appellants are given an opportunity for rebuttal or closing arguments.

- Public comments/discussion

No person will be permitted during the hearing to speak about matters or present any evidence that is not germane to the matter being considered. A determination of relevance shall be made

by the Mayor or City Attorney, but may be appealed by any Member of the City Council.

Public Hearings may be scheduled for special City Council meetings except for Public Hearings for the adoption of a regular ordinance.

F. Minutes of Meeting Policy (C 89-02)

The Minutes of the City Council meeting are action minutes and do not reflect City Council commentary and discussion. However, if a Council Member wishes to include comments in the record, they will be included if so requested at the meeting (e.g. "for the record, I wish to state..."). All motions made, even those made without a second are to be included in the minutes.

- Items entered into the record

All agenda items/documentation/correspondence received at a Council meeting shall be retained in the City's records.

- Distribution

The minutes shall be distributed to members of the City Council for comment and/or correction in the Council packet. The City Clerk will correct the minutes prior to the meeting, and if the correction is substantive, copies of the corrected minutes shall be distributed to all members of the Council.

G. Official Recording of the Meeting

All City Council meetings are recorded. This ensures accuracy of the minutes and provides a temporary record of the City Council proceedings. Once the minutes are approved, legally, the recordings do not have to be retained. However, recordings of the Council meetings; Planning Commission meetings, and recordings of other commissions/boards shall be retained pursuant to the City's adopted Retention Schedule.

Amended: October 6, 2020

COUNCIL MINUTES

A. PREFACE

City Clerks in general law cities are specifically required to keep a record, journal or minutes of the council meetings (Gov. C. 36814, 40801). Cities governed by freeholder's charters are usually subject to the same 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
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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.

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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.
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 - 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:

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 - 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

May 6, 2025
ADJOURNMENT

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Chip Rerig, City Administrator

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Correspondence Received After Agenda Posting

RECOMMENDATION:

BACKGROUND/SUMMARY:

FISCAL IMPACT:

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Letter from Carmel Chamber of Commerce
Correspondence #1 - Lenhard
Correspondence #2 - Twomey



April 29, 2025

City of Carmel-by-the-Sea

Attention: Mayor Byrne, Mayor Pro-Tem Delves,
Councilmembers Baron, Buder, Dramov, & City Administrator Rerig
P.O. Box CC
Carmel-by-the-Sea, CA 93921

Re: FY 2025–2026 Budget Request – Carmel Chamber of Commerce

Dear Mayor Byrne, Mayor Pro-Tem Delves, Councilmembers Baron, Buder, Dramov, and City Administrator Rerig,

On behalf of the Carmel Chamber of Commerce, I am pleased to submit our budget request for the 2025–2026 fiscal year. We are sincerely thankful for the City’s steadfast partnership and the shared progress we’ve made in support of our wonderful village. It has been a joyful and productive year, and we are proud of the momentum we’ve built—together.

Over the past year, the Chamber has grown in exciting ways, enhancing our ability to serve both our business community and the many visitors who fall in love with Carmel-by-the-Sea. From supporting local entrepreneurs to warmly welcoming guests at the Visitor Center, our work is rooted in community, collaboration, and a deep appreciation for the spirit of Carmel.

To continue this important work, we respectfully request a budget allocation of **\$60,000** for fiscal year 2025–2026. This funding will directly support the ongoing operations of the Visitor Center, including staffing, visitor services, community outreach, and workforce development. These efforts not only elevate the visitor experience but also create lasting benefits for our local economy and quality of life.

Our team—staff and volunteers alike—brings energy and dedication to every interaction, and we are especially proud of the growth and excellence on display at the Visitor Center. With heart and hospitality, we aim to make every potential guest a lifelong admirer and advocate of Carmel-by-the-Sea.

We take seriously our responsibility to use City funds wisely and transparently. Each dollar entrusted to us is invested thoughtfully to sustain the charm, vitality, and economic health of our beloved community.

Thank you for caring so deeply about Carmel and for the trust you place in the Chamber. We are excited about the future and eager to continue building on the strong foundation we’ve created.

With gratitude and in partnership,

Kati Enea

President & CEO
Carmel Chamber of Commerce

**Carmel-
by-the-Sea**

Attachment 2

Nova Romero <nromero@ci.carmel.ca.us>

Fwd: God's Admonishments ... My Appellate Brief Attached!

1 message

Matthew Lenhard <upstatenytransparency@gmail.com>

Thu, May 1, 2025 at 6:05 AM

To: jbaron@ci.carmel.ca.us, dbyrne@ci.carmel.ca.us, rdelves@ci.carmel.ca.us, hbuder@ci.carmel.ca.us, adramov@ci.carmel.ca.us, cityclerk@ci.carmel.ca.us, ctescher@ci.carmel.ca.us, ajesselnick@ci.carmel.ca.us, rbrown@ci.carmel.ca.us, cbjorklunc@ci.carmel.ca.us, mbilse@ci.carmel.ca.us, djett@ci.carmel.ca.us, emartin@ci.carmel.ca.us, kbrezoczky@ci.carmel.ca.us, gmontmorency@ci.carmel.ca.us, jkrisher@ci.carmel.ca.us, mgorham@ci.carmel.ca.us, smurphy@ci.carmel.ca.us, ppardue@ci.carmel.ca.us, mwilliams@ci.carmel.ca.us, "jchroman@ci.carmel.ca.us" <jchroman@ci.carmel.ca.us>, "egoodhue@ci.carmel.ca.us" <egoodhue@ci.carmel.ca.us>, "edyar@ci.carmel.ca.us" <edyar@ci.carmel.ca.us>, "kgualtieri@ci.carmel.ca.us" <kgualtieri@ci.carmel.ca.us>, "kpomeroy@ci.carmel.ca.us" <kpomeroy@ci.carmel.ca.us>, "mlepage@ci.carmel.ca.us" <mlepage@ci.carmel.ca.us>, "slocke@ci.carmel.ca.us" <slocke@ci.carmel.ca.us>, "eallen@ci.carmel.ca.us" <eallen@ci.carmel.ca.us>, "skarapetkov@ci.carmel.ca.us" <skarapetkov@ci.carmel.ca.us>, nromero@ci.carmel.ca.us, aaubuchon@ci.carmel.ca.us, crerig@ci.carmel.ca.us, communityactivities@ci.carmel.ca.us, building@ci.carmel.ca.us, code.compliance@ci.carmel.ca.us, planning@ci.carmel.ca.us, policedept@ci.carmel.ca.us, publicworks@ci.carmel.ca.us, mbilse@cbts.us, rculver@ci.carmel.ca.us, rosasae@countyofmonterey.gov, tnietorosasae@countyofmonterey.gov, kboydrosasae@countyofmonterey.gov, jsmithrosasae@countyofmonterey.gov, tlanquistrosasae@countyofmonterey.gov, eandersonrosasae@countyofmonterey.gov

FYI Oath Breakers & Corrupt Un-American behaving SCUM of the CORRUPT Carmel, California city council AND CORRUPT oath breakers in leadership from the CORRUPT county of Monterey, California.

This morning I sent this email to a gowning distribution list of Journalists, Social Media / YouTube Influencers, Civil Rights Activists AND just straight up overburdened & angry Americans from the "EX-middle / working class", but I forgot to CC in all the CORRUPT Oath Breaking criminals that continue to fuel this fight that they started with corruption on 07/03/2020 with the CORRUPT actions of a couple of Violent, badged, criminals & civil rights violators from the Carmel PD that day when they can be seen violently attacking Theresa and a man "walking his dog", whom they almost drowned in the surf when they violently jumped him unlawfully!

Fckx You Carmel & Monterey California PUBLIC Servants!

We The People Demand Better!

Matt - (Angry American overburdened taxpayer, father and member of the "EX-middle / working class")

Email: UPStateNYTransparency@gmail.com

"We must all hang together, or most assuredly, we shall all hang separately."

"Those who would give up essential Liberty, to purchase a little temporary Safety, deserve neither Liberty nor Safety."

- Benjamin Franklin

----- Forwarded message -----

From: **Matthew Lenhard** <upstatenytransparency@gmail.com>

Date: Thu, May 1, 2025 at 8:49 AM

Subject: Fwd: God's Admonishments ... My Appellate Brief Attached!

To: Matthew Lenhard <upstatenytransparency@gmail.com>, Matthew Lenhard <[REDACTED]>

Good morning oppressed American taxpayers & Journalists, etc. etc....

For those of you who may not have received an update directly from our friend and "corruption fighter" Theresa Buccola today, I wanted to add some of my commentary & screenshots from her past updates & story.

Good Morning! For anyone who might be following along with Theresa Buccola's quest for justice & government accountability in the corrupt state of California, from the corrupt town of "Carmel By The Sea" / Carmel, California, corrupt county of Monterey, California AND now extreme corruption she has uncovered and been documenting in the Federal Courts, I received an email from here this morning to update anyone who would care to follow along with her story. Theresa Buccola you might remember from around the Covid related unconstitutional lockdowns as being the woman who was unlawfully arrested along with a man out walking his dog in the ocean along the beach by a couple of badged oath breaking criminals from the Carmel police department who violently and unlawfully attacked them & arrested them! (Oh, and almost drown the man walking his dog when they choose to unlawfully go hands-on and tackle him facedown into the water / surf!!) Anyway, if you remember I have been updating these chats about her story as they come out because the level of CORRUPTION she has uncovered related to ALL public officials in ALL of the areas I had previously listed above, including federal judges, is staggering! Here is the words from her update email today along with the .pdf files from her lawsuits in federal court. (I will also include a screenshot below if the pasted text is not very readable in this chat window.): -

Dear Those Who Knew It Was a Lie All Along,

The appellate brief was uploaded in the 11th hour Monday evening, (attached below). This case continues to unfold in ways that reflect God's judgment on arrogance. If you haven't seen this, here are two photos I submitted into the record last February:

Devendorf Park copy Extract.002.png

Attachment 2

The "Honorable" Judge Cousins never acknowledged these photos-- until he terminated my case.

Apparently, I got four attorneys "admonished", not three as I previously thought. Admonishments are judicial warnings for legal failings. These WERE IN ADDITION TO: the attorney for Carmel losing his 20 year partnership, and both he and his firm being investigated by the Standing Committee for "all matters in which they appear before the Court". Ouch. A fraction of the fraud, deception and lies I've uncovered the past five years. They're just not facing that these were not mere coincidences, but repeated Judicial warnings ... from the only Judge that matters.

I would recommend people read in the brief where I shredded the "Emergency Services Proclamation" in my analysis of "heeding advice" during one of the Hearings (pages 14 and 32 from the brief, and Carmel's Proclamation attached as 199-03). In other words, that document, what the entire lockdown in CA was predicated upon, never had any authority over us. It could be one of the details people refer to later and however remote, it does have the possibility of becoming a landmark case in exposing the scam. They've already uploaded a brand new 300 pages of documents to try and derail the appeal— that I now have to slog through over the next few weeks, while trying to make stained glass art. Whatever position they may assert, I'll find a way around it. Eventually, and I don't know when, they are going to have to accept the consequences. It's particularly irritating that if this federal judge wasn't so busy covering for them left, right and center, I would have won last March.

Help me to live to fight another day with cashapp if you have it: \$theresabuccola or <https://www.givesendgo.com/G3FDT>, They count on people succumbing to despair and being unable to stay in the ring while holding down their other commitments. It is regrettable-- they're stubbornly refusing to accept ... I'm just the messenger and small potatoes ... compared to who they're really up against. 🌈

Thank you everyone for your time, and when you get a chance, let me know how you're doing. Many blessings, freedom peeps.

~Theresa

www.theresabuccola.com

<https://www.youtube.com/watch?v=j9qQDEimsR4> www.theresabuccola.com



Theresa Buccola - Latest YouTube News Video from 05/01/2025 UPDATE Documenting Entire Story From Attacks and Unlawful Oath Breakers Actions starting it all on 07/03/2020, to the CORRUPTION she has encountered since while fighting an uphill battle alone in court against our corrupt government at ALL levels:

- https://youtu.be/j9qQDEimsR4?si=Qs193_ZjZVmrX0DK

God's Admonishments ... My Appellate Brief Attached! 🌈🌈🌈

Theresa Buccola
to Theresa, bcc: updates/theresabuccola.com

Dear Those Who Know It Was a Lie All Along

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Carmel-by-the-Sea promised this event on June 20, 2020, saying it was "Individuals coming together under that policy 199-03 First Amendment, the right to gather".

... but declined the beach & disaster area, two weeks later, on July 1, 2020 and scheduled this event and instead what was standing was not the result of members, alone, after finding us to risk the beach, because "The great outdoors are always open to Carmel, so please come."

The "Honorable" Judge Cousins never acknowledged these photos-- until he terminated my case.

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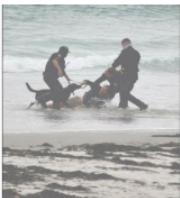
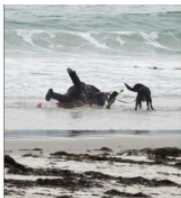
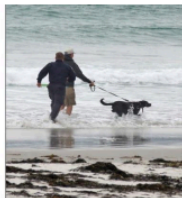
~Theresa

www.theresabuccola.com
<https://www.youtube.com/watch?v=j9qQDEimsR4> www.theresabuccola.com
<https://www.courts.ca.gov/22/index.cfm?id=16> the beach is permanently open, everyone's pet scheduled here

California Attorneys Granted Motions By Judge *After Being CAUGHT* *Practicing Law Outside Jurisdiction*

One Motion Granted Two Days *After* This Was Reported To The Court By Pro Se Litigant.
Collusion Involving Magistrates, Judges, Court Personnel, and Defendants?

Pro Se Litigant Theresa Irene Buccola Uncovers Judicial Bias; Court Corruption; Massive Evidence Spoliation and Concealment; and Five Counts of Perjury Committed By Attorneys in 290+ Docket-Entry Federal Lawsuit



Press Photos, LEFT: A Standing Army Of Men Lay Siege To Carmel Beach, CA, As We Celebrate Our Liberation From Tyranny, 2020. Carmel Destroyed the Arrest Footage, and the Footage was Never Disclosed Before its Destruction

PHOTOS/JULIAN WIEDMANN

As Sloppy As They Wanna Be Jonathan D. Redford, along with his entire firm, Carpenter, Rothans and Dumont LLP, supposed "attorneys" for the defendants Carmel-By-The-Sea and the five individuals, have been referred over to the Standards Committee on Professional Conduct, after Buccola—not the presiding magistrate judge Nathanael Cousins—discovered and reported that Redford had neither filed his Notice of Appearance, nor was he admitted to practice law in the Northern District Court as claimed, for 607 days into the case, leaving the defendants without a defense, and in default. This rendered every document Redford attempted to file on behalf of his clients *null and void*. And yet the court granted every single one of Redford's Motions to Dismiss anyway. This fatal error of Redford's was Buccola's discovery, and it lead to the loss of Redford's 20-year partnership in Carpenter Rothans and Dumont LLP and employment contract. Three attorneys, one being Redford, were

also sanctioned by the court due to Buccola's research.

Abuse of Discretion After leaving it up to the firm to withdraw Redford, the Northern District Court and magistrate Cousins gave Carpenter, Rothans and Dumont LLP carte blanche to proceed within Buccola's case, despite the void defense left by Redford and over Buccola's multiple objections. Buccola's further due diligence found that one of Redford's replacements, Esther K. Teixeira, made the same false claim as Redford being she was not admitted to practice law in the Northern District Court. Inexplicably, Teixeira was not referred to the Standards Committee and was also permitted by the court to remain on Buccola's case. Teixeira remains employed at Carpenter, Rothans and Dumont LLP, and is presently listed on their website as a "commissioned officer in the United States Army Reserve, Judge Advocate General's Corps. As a judge advocate, Ms. Teixeira possesses

legal expertise in military criminal law, administrative law, and national security law."

Internal Review and Judicial Failure Emporium Judge Casey Pitts of the Northern District Court, after conducting a "careful review of the proceedings,"⁴ determined that "... nothing in the record could lead a reasonable person to question the impartiality of Judge Cousins," ignoring Cousins' overt flouting of that court's own Professional Standards on which they pride themselves. These would include Redford's and Teixeira's fatal errors, the rampant destruction of evidence by the defendants (all felonies), and the five felonies committed by the attorneys themselves during litigation. And yet Cousins administered the fatal blow, not to the defendants, but to Buccola, by dismissing her case with prejudice. This was obviously a concerted effort by multiple agents to effect one certain outcome: the assured success of

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Website: www.theresabuccola.com
Email: lionessofthecoast@yahoo.com

YouTube: www.youtube.com/@TheresaBuccola
GiveSendGo: www.givesendgo.com/G3FDT
CashApp: [stheresabuccola](https://cash.app/stheresabuccola)



criminal agencies over the People's rights. Where is Chief Judge Richard Seeborg's oversight? Is he not concerned with a systemic failure in his own judiciary?

Tampering and Destruction of Evidence Carefully Ignored By The Northern District Court From within months of her first arrest, Buccola has been requesting admissible and integral evidence held by all defendants, but to no avail. Buccola is in receipt of myriad records showing either careful ambivalence or orchestrated concealment by the defendants (and aided by the court) regarding the defendants' tampering with, and destruction and withholding of, the People's evidence. Buccola has uncovered Monterey County and Carmel, as a matter of practice, delegate the destruction of critical "routine video recordings"/evidence to Artificial Intelligence, in violation of California law, specifically, California Government Code 34090.6(a).

Tainted Settlement Conference In her attempts to schedule a Settlement Conference to negotiate directly with the defendants, beginning in May 2024, Buccola uncovered ex parte communication; one count of perjury; conflicting statements as to why one of the defendants, Chip Rerig, could not attend in person; and violations of ADR Local Rule 7-3 and the Settlement

Conference magistrate judge's (DeMarchi) own standing orders on required attendees. When Buccola attempted to hold the defendants/attorneys to DeMarchi's standing orders, DeMarchi disconnected the conference call. County Counsel, Sam Beiderwell, confessed in an email to Buccola that the Board of Supervisors (The People) are typically excluded from settlement negotiations: "This practice is consistent with how the County has conducted settlement conferences in this Court in the past, including in this case." The attorneys also feigned ignorance to the multiple references in emails to the settlement conferences being in person and then demanded a remote appearance. Despite evidence of these crimes and violations being presented to the court, Cousins paid no heed and DeMarchi cancelled the Settlement Conference.

Misappropriation of Funds The People deserve to know if their tax dollars are being used to double-cross them in the courts. Four Independence Day Weekends have passed since a standing army lay siege to Carmel Beach and it is astounding that the court has allowed this malfeasance to continue to thwart the justice The People seek. This case stands as a beacon to the Northern District Court to return its focus to the protection of the rights of the People and to acknowledge its deteriorating image in the eyes of the public.

Monterey County Stained Glass Artist Sustains Long Fight To Protect The People's Rights To Walk In Nature Without Fear of Attack By Public Servants Theresa Irene Buccola creates geometric puzzles of light from glass and metal in her Carmel, California studio.

In consideration of the Fourth of July Weekend and her artistic nature, Buccola was drawn to Carmel Beach merely to observe how Carmel-By-The-Sea, City Hall and its police department could "close" Carmel Beach. The artist was livid by what she saw: one police vehicle patrolled the water's edge, successfully clearing the beach of any human activity except for one lone, peaceful man walking his dog in the surf. This man was stalked the length of the beach and then tackled from behind by three Carmel-By-The-Sea police officers. That violence was a real enough threat to terrify anyone else who was thinking of stepping foot onto the sand. Except Buccola. She was arrested.

Buccola was arrested again trying to obtain the body-camera footage of the first arrest. In July 2023, she was able to get the "warrants" recalled and the three criminal charges dismissed – without an attorney. She also filed a federal lawsuit in the Northern District Court of California and had gotten nearly 300 docket entries in before magistrate judge Cousins dismissed her case—when he had no authority to do so. Buccola has been called an "aggressive litigant" by the California State Bar regarding this case.

Facebook: www.facebook.com/theresa.buccola.3
Website: www.theresabuccola.com
Email: lionessofthecoast@yahoo.com

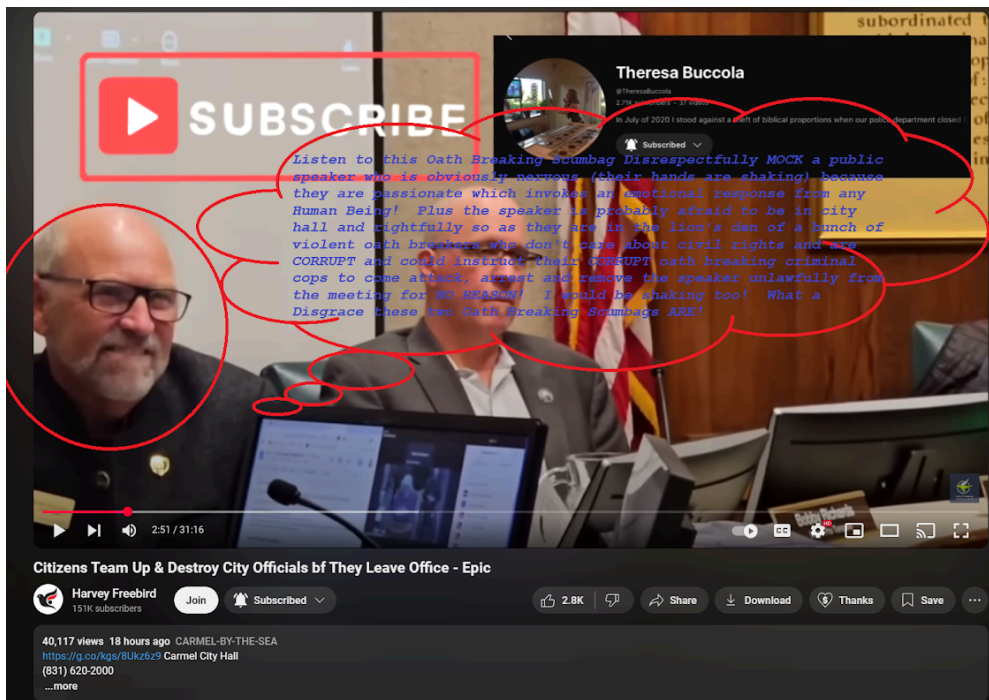
YouTube: www.youtube.com/@TheresaBuccola
GiveSendGo: www.givesendgo.com/G3FDT
CashApp: [theresabuccola](https://cash.app/$theresabuccola)

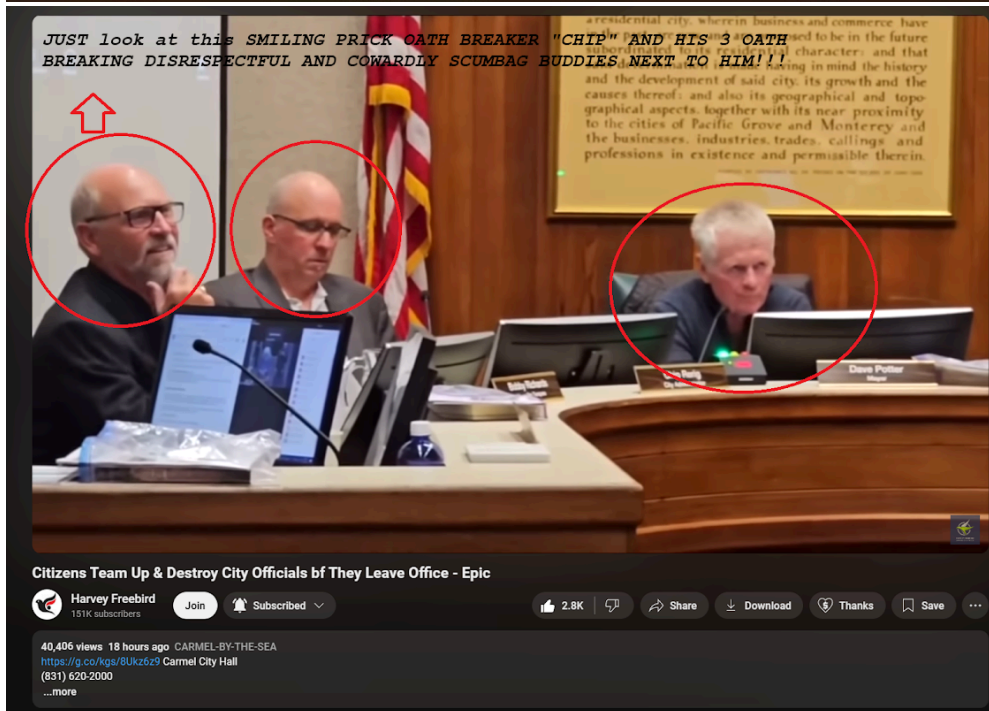
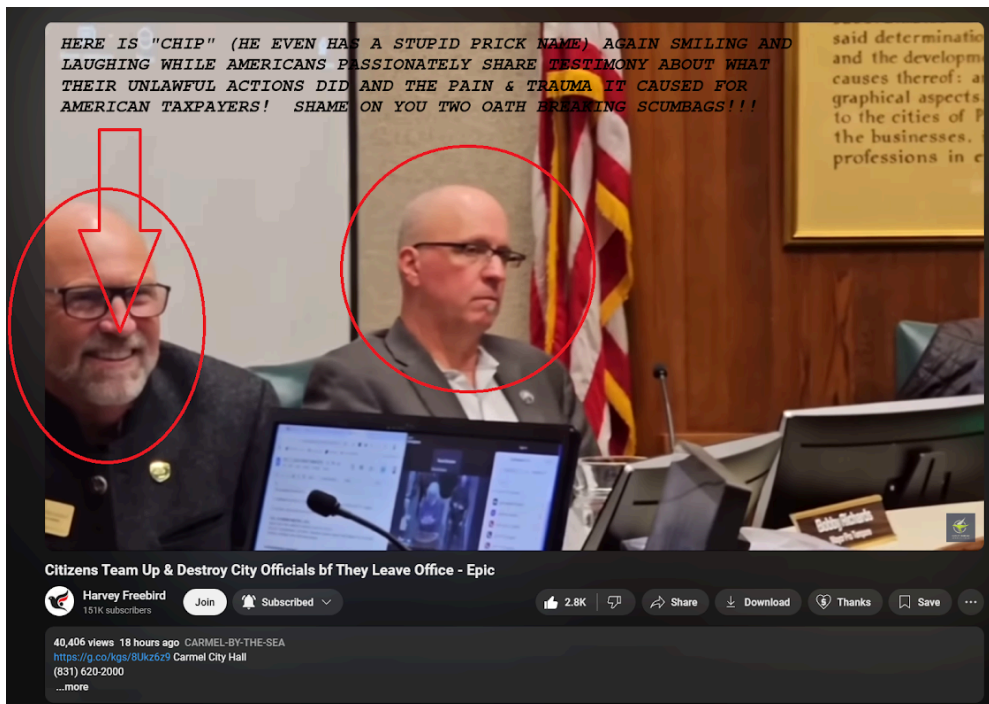
These images are held up and turned back and forth, facing both the Council Members and the gallery.

Citizens Team Up & Destroy City Officials b/c They Leave Office - Epic

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2020-07-04 T00:02:36Z
AXON FLEX 2 X83101938

OFFICERS JOSEPH BOUCHER AND GREG JOHNSON WERE WILLING TO THROW A MAN IN A CAGE FOR THE FOURTH OF JULY WEEKEND, FOR WALKING HIS DOG ON THE BEACH AFTER BEING INVITED TO DO SO BY MAYOR DAVE POTTER AND CITY MANAGER CHIP RERIG.

***City Council meeting starts at 11:17**

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THESE OATH BREAKING CRIMINALS NEED TO BE CHARGED AND SENT TO PRISON FOR CIVIL RIGHTS VIOLATIONS USC TITLE 42 SECTION 1983 - CONSPIRACY TO DEPRIVE AN ANYONE OF THEIR CIVIL RIGHTS UNDER THE COLOR OF LAW!!! SCUMBAGS!

Council Man Bobby Richards

Mayor Dave Potter

Council Man Jeff Baron

SECTION 2. It is hereby ordered that the following rules shall apply for the use of City beaches at all times:

2.1 No person shall have on the beach any of the following: coolers or other containers for the storage of food or drinks, umbrellas, shade structures or tents, beach equipment, BBOs, chairs, tables, fireworks or propane or other fuel tanks.

2.3 No person shall engage in the following activities at the beach: group activities, sports except as allowed by subsection 2.2, sitting, lounging, picnics, sunbathing, BBOs or fires of any kind.

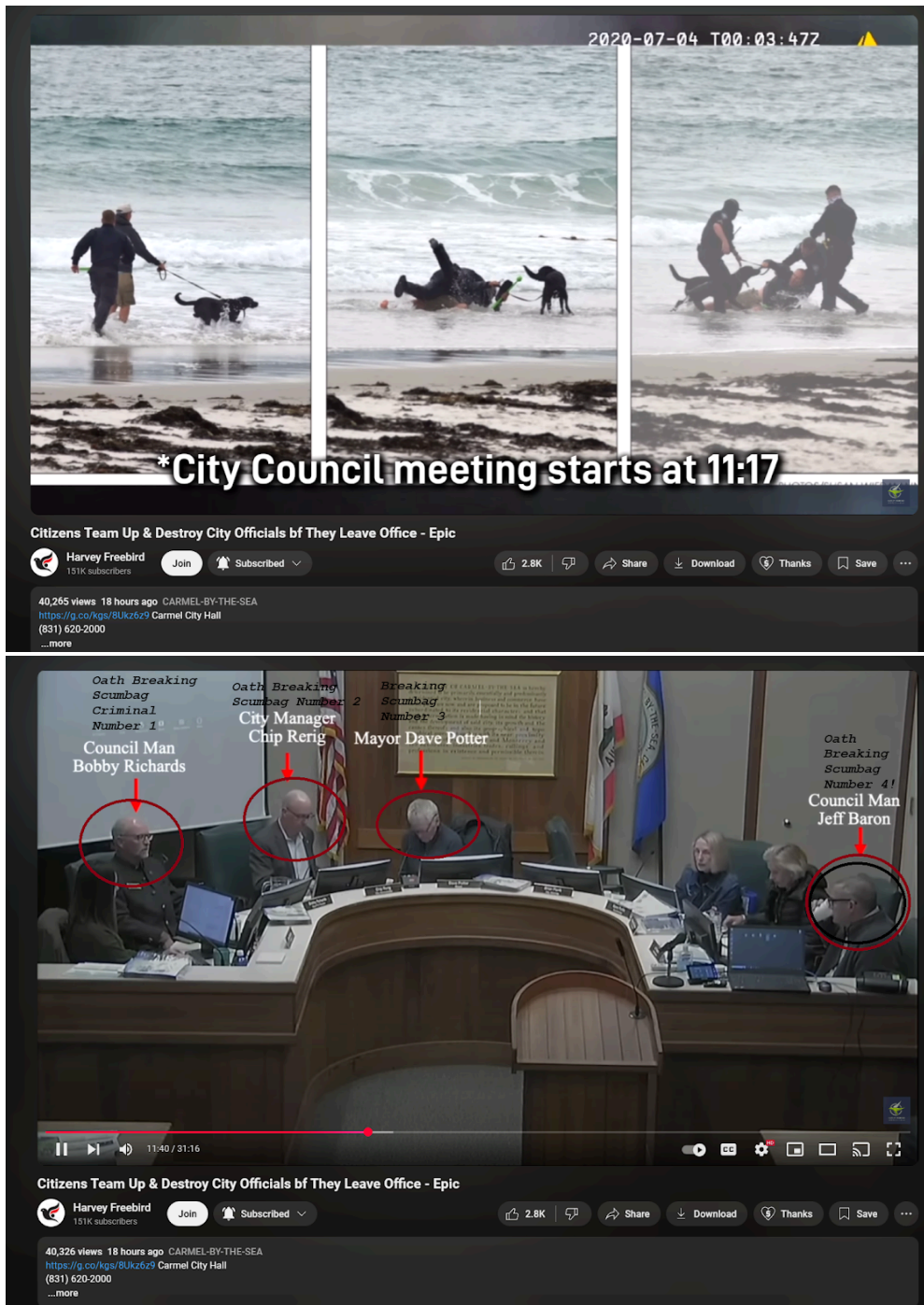
SECTION 3. This Order shall be punishable as set forth in the City Municipal Code Section 1.16.010 and Section 2.64.100.

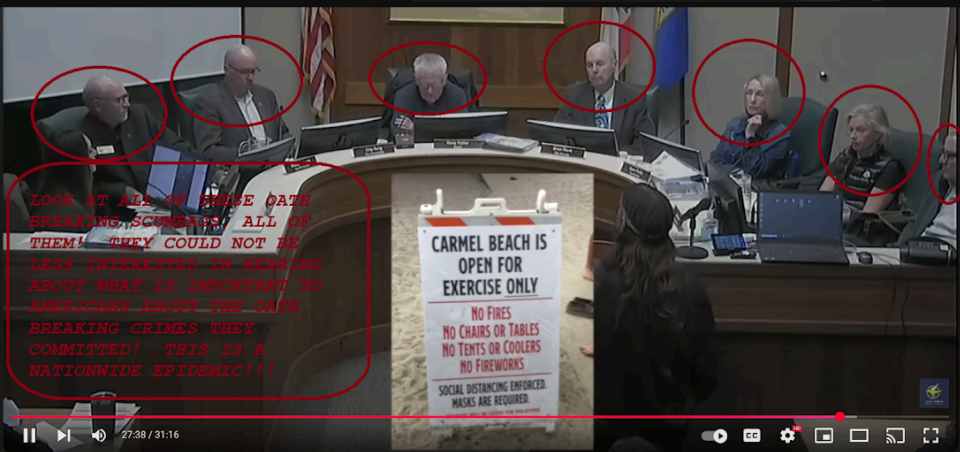
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LOOK AT ALL OF THESE DATE
BREAKING SCUMBAGS! ALL OF
THEM! THEY COULD NOT BE
LESS INTERESTED IN HEARING
ABOUT WHAT IS IMPORTANT TO
AMERICANS ABOUT THE DATE
BREAKING CRIMES THEY
COMMITTED! THIS IS A
NATIONWIDE EPIDEMIC!!!

CARMEL BEACH IS
OPEN FOR
EXERCISE ONLY

NO FIRES
NO CHAIRS OR TABLES
NO TENTS OR COOLERS
NO FIREWORKS

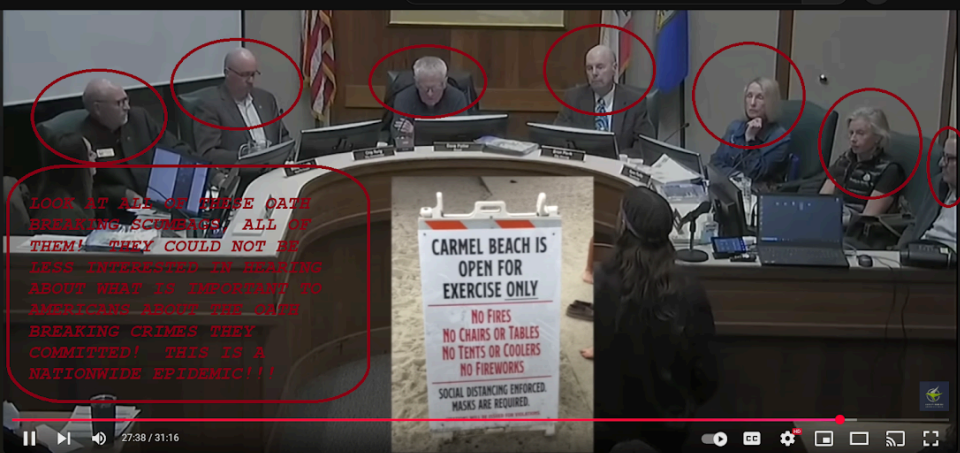
SOCIAL DISTANCING ENFORCED.
MASKS ARE REQUIRED.

Citizens Team Up & Destroy City Officials bf They Leave Office - Epic

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Staycation GUIDE You'll be vacationing near home this summer — and we've got some great ideas to help you make it awesome — *inside this week*

The Carmel Pine Cone

Volume 106 No. 28 www.carmelpinecone.com July 10-16, 2020

TRUSTED BY LOCALS AND LOVED BY VISITORS SINCE 1915

Just another day walking the dog on Carmel Beach



After following him for a mile as he walked in the surf in defiance of the closure of the beach Friday and repeatedly ordering him to leave, police officer Joe Boucher went into the surf to stop Santa Clara resident Jay Endsley, tackling him. Other officers helped get Endsley back on his feet and handcuffed. Endsley's dog apparently thought the whole ordeal was great.

Police arrest two for defying shutdown

By MARY SCHLEY

OFFICERS TOOK a man to jail after he refused to stop walking his dog on Carmel Beach Friday afternoon, prompting one of them to tackle him in the surf as the dog looked on. Police also arrested a local woman who was protesting the beach closure — which was ordered by city officials in order to keep anticipated July 4 crowds away as coronavirus infections continue to climb — but Sgt. Jeff Watkins said they were the only two who resisted to the point of being taken into custody during the holiday weekend.

When 59-year-old Jay Endsley of Santa Clara ducked under police tape at the foot of Ocean Avenue Friday afternoon to take his dog for a walk on the beach, a community emergency response team volunteer, a fire captain and others told him the area was closed and that he needed to come back up, but he refused to listen.

"He went under police tape while being told on a bullhorn, 'You can't go down there,' but he defied it," Watkins said. "His only response was, 'There is no beach down there.'"

A TV news crew covering the beach closures caught the incident on video, too, as officers went down onto the sand

See **ARRESTS** page 16A

Peninsula businesses benefit from millions in payroll 'loans'

By MARY SCHLEY

STEVENSON SCHOOL received between \$2 million and \$5 million in payroll protection loans from the Small Business Administration, while the Esalen Institute, Post Ranch Inn and other local businesses borrowed between \$1 million and \$2 million, according to data released by the SBA last week. And they'll likely never have to pay any of it back.

All told, more than 120 businesses in Carmel, Carmel Valley, Pebble Beach, Pacific Grove and Big Sur got SBA Payroll Protection Program loans in amounts between \$150,000 and \$5 million. Nearly a thousand more received smaller amounts from the program, which on July 4 was extended by Congress and President Donald Trump from a June 30 end date to Aug. 8. Most of that money — more than \$36 million in the smaller loans and many millions of dollars more in the larger payouts — will come from current taxpayers or be borrowed against future ones.

All told, 4,475,599 PPP loans totaling a mindboggling

See **PPP** page 15A

COUNTY ANNOUNCES 'AGGRESSIVE' CAMPAIGN IN CORONAVIRUS HOTSPOTS

By KELLY NIX

MONTEREY COUNTY officials this week announced a "very aggressive" public messaging campaign

16A The Carmel Pine Cone July 10, 2020

ARRESTS

From page 1A

in pursuit of Endsley, who began walking in the surf with his dog.

"He was asked several times to come out of the water, and he said, 'No, I think if I'm in the water, I'm safe,'" Watkins recounted.

After officers concluded he would not come out of the surf willingly, they went in after him.

"I wouldn't say the officers fought with him, but he was not compliant," Watkins said. "The officers had to go into the water to get him, and they struggled with him in the

water line a little bit before he ultimately got handcuffed."

Freelance photographer and writer Susan Wiedmann saw the police department's SUV on the beach and watched it follow the man and his leashed black dog to the south end as another officer did so on foot.

"The guy ignored the car and the officer and kept walking rapidly, even though the dog kept turning around and wagging its tail at the officer," she said. "The guy made a quick U-turn near the Wright house and began walking back the way he had come."

She watched as the officer on foot removed some of his gear to go into the water after Endsley. "The ensuing arrest resulted in the three of them in shallow water," she said. "The man didn't seem to be cooperative, and another officer and an animal control officer showed up to assist."

They helped Endsley up out of the water and handcuffed him.

"The dog, perhaps a black Lab, appeared very friendly as it was put into the animal control vehicle," she added.

Wiedmann said others watching "seemed to be divided between being angry at the guy for ignoring the new beach closure and those that were angry at the police for enforcing it."

'Whenever and wherever'

Shortly after they arrested Endsley, officers contacted 54-year-old local stained-glass artist Theresa Buccola for also being on the beach in defiance of the closure. On social media, she later explained that she chose to go to the beach and be arrested to prove a point.

"It was made for us by the Creator of the universe. As children of the Creator, we have every right to be in nature — whenever and wherever we want," she wrote. "Through our inaction, we are allowing the government to steal one of the most beautiful gifts from God, the only way the government knows how: through intimidation, violence, threats and lies. We must not let this happen."

Watkins said Buccola had called the police department about an hour earlier to ask about the beach closure. "She asked if she would be arrested if she went, and we told her she would," he said. "She even put it on social media: 'About to be arrested. On Carmel Beach.'"

Many of her friends supported her actions.

Continues next page

Shirley M. Olmsted

November 6, 1928 - June 23, 2020

A VERY SPECIAL WOMAN
WHO LEFT US WITH WONDERFUL MEMORIES.
YOU WILL BE MISSED, SHIRLEY GIRL.



celebrate the life of Adriana will be held at a future time and place, yet to be determined.

to share memories and leave condolences to the family.

July 10, 2020 The Carmel Pine Cone 17A

From previous page

Watkins noted that the closures, which started July 3 at beaches in Carmel, Pacific Grove, Pebble Beach and Monterey, were intended to prevent people from congregating and potentially spreading coronavirus, especially with tourist traffic ramping back up after a three-month shutdown.

"We're trying to be safe for our residents and for the community, because we are a tourist location," he said. "Both of them went to jail fully knowing what they were doing."

Endsley was arrested for obstructing a police officer and entering a posted "disaster area," both misdemeanors, and Buccola was arrested for entering a posted disaster area and carrying bear mace, which is considered a "teargas weapon" under the state penal code. Possessing it is also a misdemeanor.

Everyone else cordial

While many were disappointed by the closures, which weren't announced until the afternoon of July 2 and were made even more frustrating by the fact the weather was so gorgeous over the holiday weekend,

Watkins said people generally responded politely when police and volunteers told them they couldn't be on the beach.

"Everyone else we talked to was pretty cordial," he said of the roughly 30 people officers spoke with over the course of three days. "They would see us coming and turn

around and say they were sorry and walk back up off the beach."

Some were in small groups that had gathered on Scenic to watch the sunset and would start to wander down onto the sand.

"Most people were pretty mellow," Watkins said.

Warning to boil water in Monterey

BECAUSE OF a water main break near Aquajito Road in Monterey this week, officials are warning residents in that area to only use boiled tap water or bottled water for drinking and cooking.

The break, which happened Tuesday night, compelled utility California American Water, the State Water Resources Control Board and other local and state agencies to issue the boiling water warning to residents who live in the area.

Affected neighborhoods include Aquajito Oaks, Fisherman's Flats, the Naval Postgraduate School, Monterey Peninsula College, and the Fairgrounds. The water is safe for bathing and hand washing.

In Loving Memory Of
Alfonso Guardado Yañez

We The People Demand Better!

Matt

Email: UPStateNYTransparency@gmail.com

"We must all hang together, or most assuredly, we shall all hang separately."

"Those who would give up essential Liberty, to purchase a little temporary Safety, deserve neither Liberty nor Safety."

- Benjamin Franklin

----- Forwarded message -----

From: **Theresa Buccola** <[REDACTED]>

Date: Wed, Apr 30, 2025 at 6:37 PM

Subject: God's Admonishments ... My Appellate Brief Attached!

To: Theresa Buccola <[REDACTED]>

Dear Those Who Knew It Was a Lie All Along,

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Carmel by the Sea promoted this event on June 20, 2020, saying it was "...individuals coming together under that pesky little First Amendment, the right to gather"...

... but declared the beach a disaster area, two weeks later, on July 3, 2020 and attacked this tourist and myself who were standing way out in the middle of nowhere, alone, after inviting us to visit the beach, because "The great outdoors are always open in Carmel, so please come:



The "Honorable" Judge Cousins never acknowledged these photos-- until he terminated my case.

Apparently, I got four attorneys "admonished", not three as I previously thought. Admonishments are judicial warnings for legal failings. These **WERE IN ADDITION TO**: the attorney for Carmel losing his 20 year partnership, and both he and his firm being investigated by the Standing Committee for "all matters in which they appear before the Court". Ouch. A fraction of the fraud, deception and lies I've uncovered the past five years. They're just not facing that these were not mere coincidences, but repeated Judicial warnings ... from the only Judge that matters.

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~Theresa

www.theresabuccola.com

<https://www.youtube.com/watch?v=j9qQDEimsR4>. www.theresabuccola.com

<https://www.crow777radio.com/610-the-beach-is-permanently-open-wannabe-autocrats-get-schooled-free/>

We The People Demand Better!


Matt

Email: UPStateNYTransparency@gmail.com

"We must all hang together, or most assuredly, we shall all hang separately."
"Those who would give up essential Liberty, to purchase a little temporary Safety, deserve neither Liberty nor Safety."
- Benjamin Franklin

2 attachments

 **199.03.pdf**
3958K

 **Theresa Irene Buccola's Appellate Brief.pdf**
1427K

**Carmel-
by-the-Sea****Nova Romero <nromero@ci.carmel.ca.us>**

Tuesday's City Council - Budget Book item #2

Nancy Twomey <twomeyconnection@gmail.com>

Mon, May 5, 2025 at 11:31 AM

To: City of Carmel-by-the-Sea <cityclerk@ci.carmel.ca.us>, jfields@ci.carmel.ca.us

Cc: Chip Rerig <crerig@ci.carmel.ca.us>, Brandon Swanson <bswanson@ci.carmel.ca.us>

A few items - to clarify - Tuesday eveand/or minimally at the later in May workshop.

1. At a Council meeting earlier this year - we talked about exposing specific "operational expense budget" items more clearly. These items are dominantly in the Public Works area. Some of these look to be exposed on Slide #4 in the presentation. But we don't currently see what \$'s are estimated in these operational items and if this is an increase or decrease from prior budgets/actuals. -
 - o For example Tree related work/\$'s - I see on page 50 of the Budget book - more of the details...but not with it compared to this year's budget/actual estimate) Is this possible to represent these more clearly? If I'm not seeing this and it is there - please.
2. And on slide #11, the "Fund Balance for Capital Projects" of over 5 million. I assume again, that these dollars are the estimated \$'s that were in last years budget - but were not spent - due to project delays or that the larger projects behind these \$'s are multi year projects - so are not expected to be needed in this fiscal year. <-- please clarify if my assumptions are correct or not.
3. And continuing on this prior question - are the (beyond the nonemergency/quick fix) dollars in last/this years' budget for the Police Building project (due to delayed decision making) now included in the \$5 million amount?

Thank you!

--

Nancy Ann Twomey**Carmel by the Sea Resident**C-650-740-3477 twomeyconnection@gmail.com



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

May 6, 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:

Policy on Council Procedures PPT
See Monterey Update PPT
Fee Schedule Update FY 25-26 PPT
FY 25-26 Budget Overview PPT



CITY OF CARMEL-BY-THE-SEA

Item # 5 Review & Discuss City Policy C89-02 – Proposed Changes to Meeting Procedures and Public Appearances

City Council Meeting
May 6, 2025



Background

- Mayor Byrne 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.
- On March 31, 2025, the City Council discussed possible changes to Policy C89-02.
- The purpose of this item to review possible policy changes and provide direction for next steps.



Proposed Changes to Meeting Procedures

1. Agenda Preparation – the Mayor and Mayor Pro Tem will look 3-6 months ahead when planning the Council agenda.
2. Meeting Procedures - Requiring presentation slides to be made available to Council and the public by 5 pm on the Friday before meetings.
3. Set specific start times for items likely to draw high public interest (e.g. street addresses).
4. Acknowledge receipt of written public comments (emails/letters).
5. The Mayor will ask for the number of people who wish to speak on a particular item and may adjust the public comment time accordingly.
6. Include general public comment on Regular Meeting agendas, but not Special Meeting Agendas.



Proposed Changes to Meeting Procedures – Cont'd

7. Ask speakers to avoid repeating prior comments and instead express agreement with the previous comment.
8. Add this language to the City Council Agendas: Brown Act Requirements: general public comments must be on matters related to matters of the legislative bodies jurisdiction. Comments on agenda items must relate to that agenda item. Anyone who does not follow these requirements of the Brown Act in person or via teleconference will be muted.
9. Add to the Meeting Procedures the option for some Council discussion before public comments.
10. Curfew - Implement a 9:30 pm meeting curfew. Council must vote to continue the meeting past 9:30 pm.
11. Hold appeal hearings on a separate meeting date during the day, if possible.



Additional Potential Changes to Policy

1. Extraordinary Business Items - Keep to 3 min per item
2. Consider adding a special meeting later in the month, or start meetings earlier in the day, such as 3 pm.
3. Consider the Monterey meeting model, with an afternoon session general public comment, a dinner break/closed session, and an evening session with another general public comment period.
4. Consider ordering public comments by duration with the following preference: 1-minute speakers first, followed by 2-minute and then 3-minute speakers. There are no provisions in the Brown Act which expressly allow such a preference. Further research can be done upon direction by the City Council.



Additional Potential Changes to Policy

5. Consider whether the City can give preference during general public comment to City residents. There are no provisions in the Brown Act which expressly allows such a preference. Further research can be done upon direction by the City Council.
6. Consider the Coastal Commission process of going on line before the meeting to register for public comment. The Coastal Commission is a State agency and the meeting procedures are governed by the Bagley Keene Act instead of the Brown Act which applies to local agencies. Further research can be done upon direction by the City Council.
7. Consider a time limit for the general public comment period. Note: The current Policy reserves to the Council the right to limit the duration of Public Appearances to thirty minutes total.
8. Consider setting general public comment for non-agenda items at the end of the Regular Council meetings to allow Council to complete Agenda first.



Next Steps

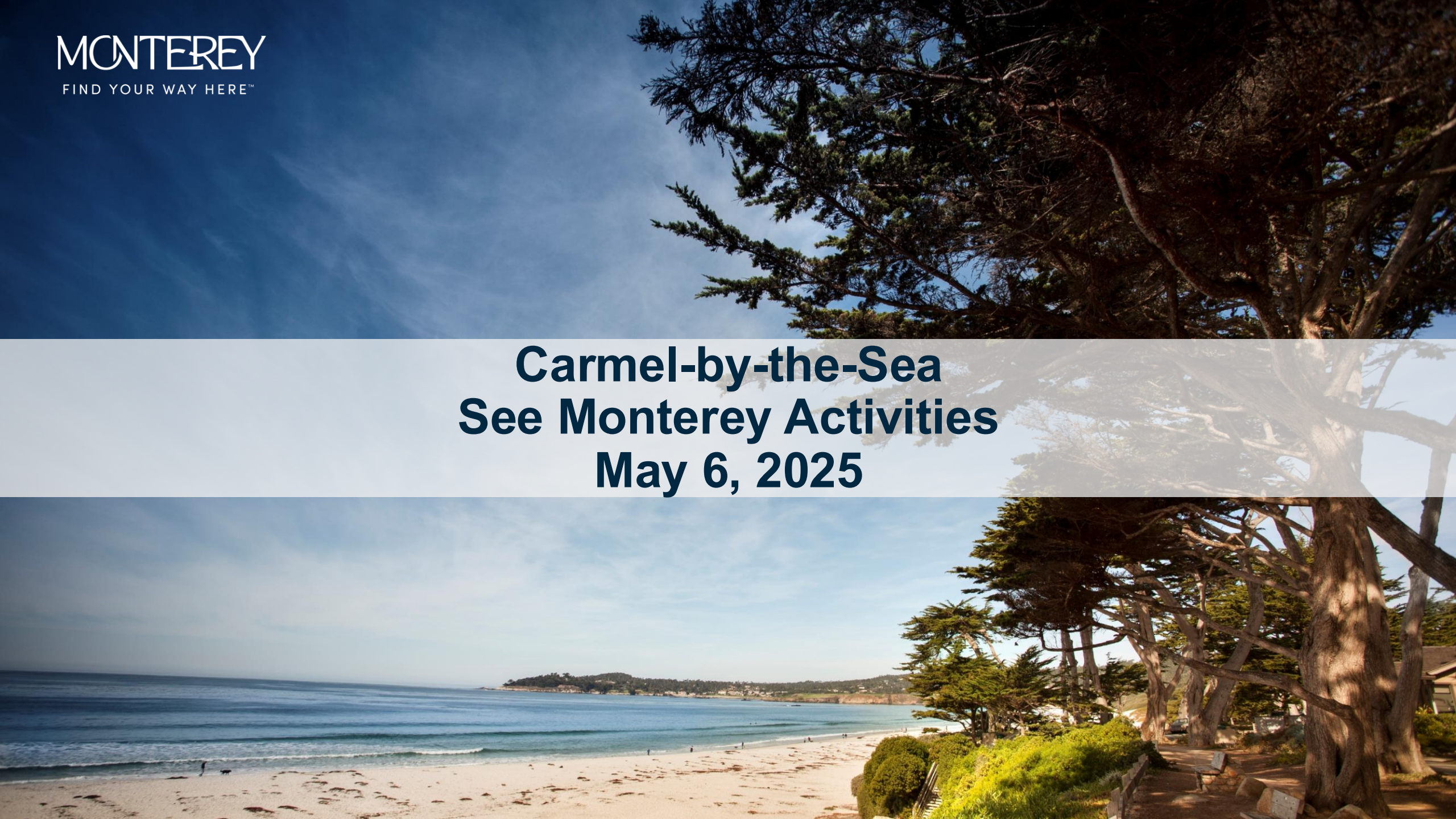
If the Council finds that one or more of the changes described to Policy C89-02 are appropriate, then staff can return to the Council at a future meeting with a revised Policy C89-02 incorporating those changes.



End of Presentation

Questions?

**Carmel-by-the-Sea
See Monterey Activities
May 6, 2025**



SEE MONTEREY

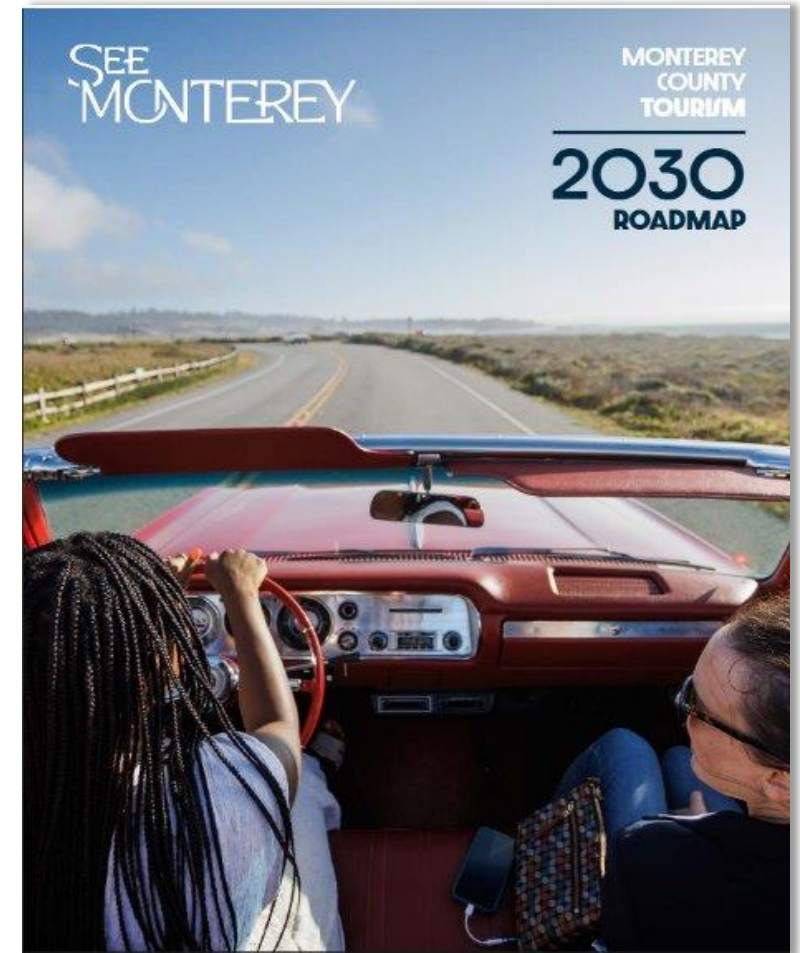
Destination Marketing Organization

VISION

A thriving tourism economy that enriches Monterey County's economic vitality and quality of life.

MISSION

To generate community prosperity for Monterey County through the responsible promotion and growth of the tourism economy



FY2024-25 Summary by the Numbers (Jul-Dec)

Leveraging the City of Carmel-by-the-Sea's YTD investment of \$113,148.5 with the combined jurisdiction and hotel investments yielded a tremendous ROI for our entire community. See Monterey' marketing communications efforts contributed to reaching over **5.3 million** travel-ready households and more than **400,000** ad-influenced trips to Monterey County.

City of Carmel-by-the-Sea Business Development ROI

- **Economic impact: \$62,456**
- Leads: **48**
 - Potential room nights: **3,467**
 - Potential new business: **1,801**
- Booked groups: **3**
- Booked room nights: **110**
- Business Referrals - **91**

City of Carmel-by-the-Sea Marketing Communications ROI

- Partner-site conversion: **32.9k clicks** from SeeMonterey.com to a local business
- Social engagements: **13,600 engagements** (likes, comments, shares, link clicks, and video views)
- Earned media impressions: **233.2M**
- PR ad equivalency: **\$685,250**

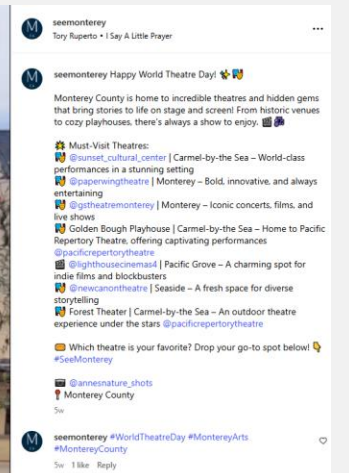
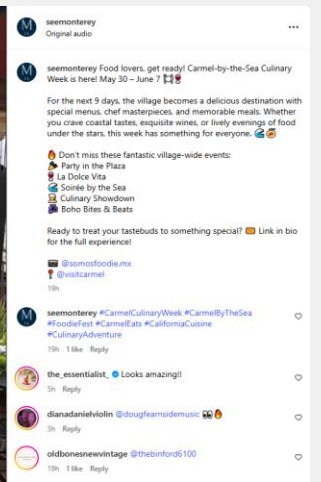
City of Carmel-by-the-Sea Business Membership

- Total members: **68 members**
- Events promoted: **39 events promoted**
- Member workshops: Social Media, Responsible Travel, Travel Trade & International Travel
- Collaboration: Visit Carmel, Carmel Chamber, Carmel Cares

See Monterey website & visitor app results

- Total web sessions: **18,800 sessions**
- New downloads of app: **1,867 downloads**
- Total App users: **1,415 Monthly Average Users**

Marketing Communications Advertising, PR, Social Media



Business Development Travel Trade

6 familiarization trips (FAMs)

44 international tour operators and travel advisors experienced 13 partners' product

New packaged travel product selling online

Example: Journeyscapes and Ocean Holidays (UK)

FIT distribution

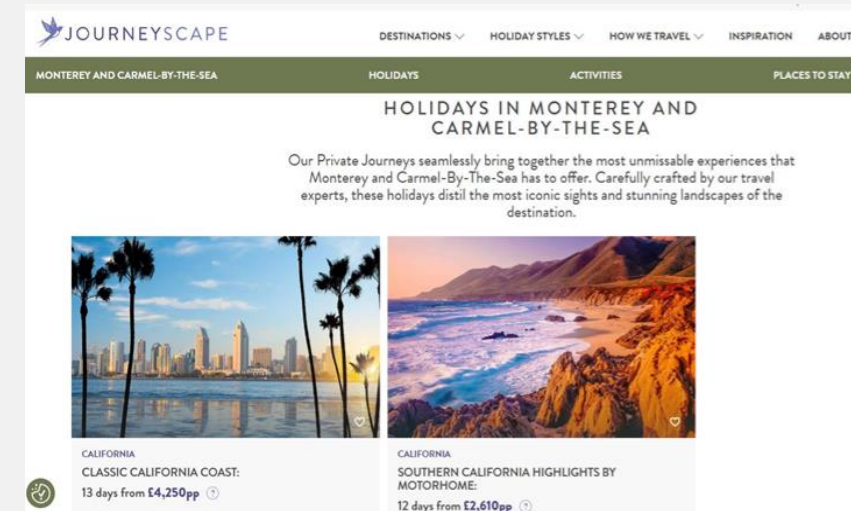
7 hotels are now bookable to int'l tour operators and agents on global distribution channels through wholesale partners Bonotel and TourMappers

Product education to over 1,200 qualified travel buyers at tradeshow, sales missions and webinars

Virtuoso Travel Week, ILTM North America, ILTM Cannes, Brand USA Travel Week

4 trade marketing campaigns to boost winter, spring hotel bookings

Internova, Signature Travel Network, Bonotel, Hopper



What's Next?

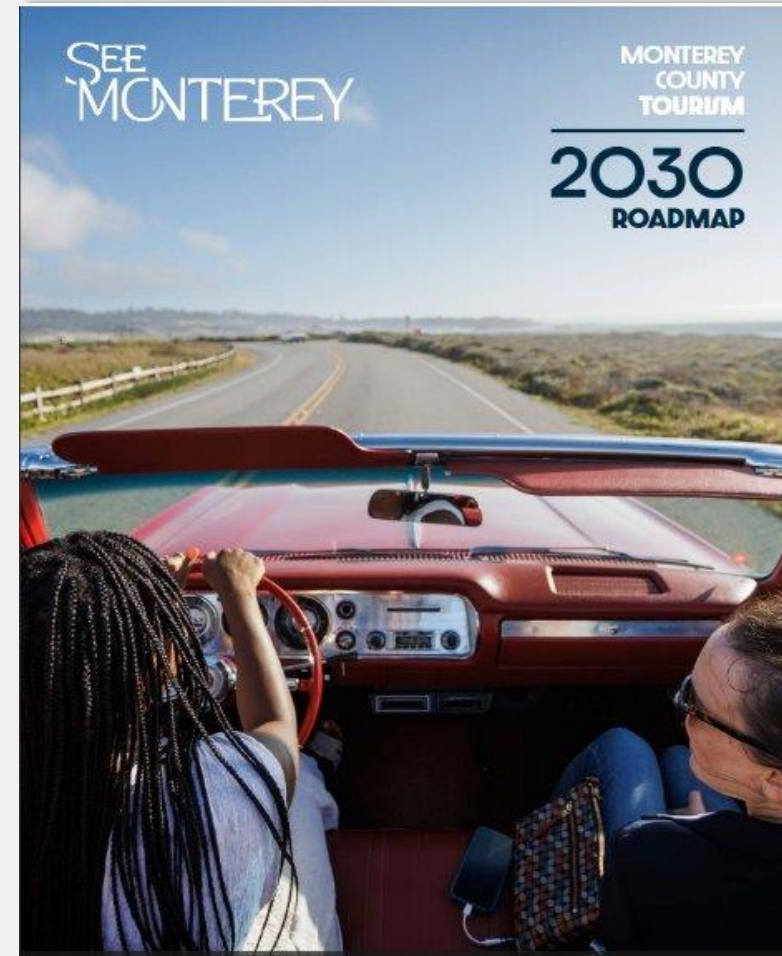
MCT 2030



Monterey County Tourism 2030 Roadmap

Maximizing Tourism Economy Potential

- Intended to sharpen focus over next half decade
- Includes new Resident Sentiment Study & Visitor Profile Study
- Considers major challenges and opportunities in the coming years
- Relies on community-wide collaboration, planning and implementation



CHALLENGES

Economic Uncertainty

 The New York Times

Traveling Abroad? If You're Paying With Dollars, Your Trip Is on Sale.

The dollar's strength against the euro, the yen and other foreign currencies means bargains for U.S. travelers.



BUSINESS
Tariff threats and uncertainty could weigh on consumers, drag down US economy, gov't report suggests

US tourism industry faces drop-off as immigration agenda deters travellers

LOCAL NEWS

International tourists are rethinking travel to the U.S.: What this means for L.A.

by: [David Lazarus](#)

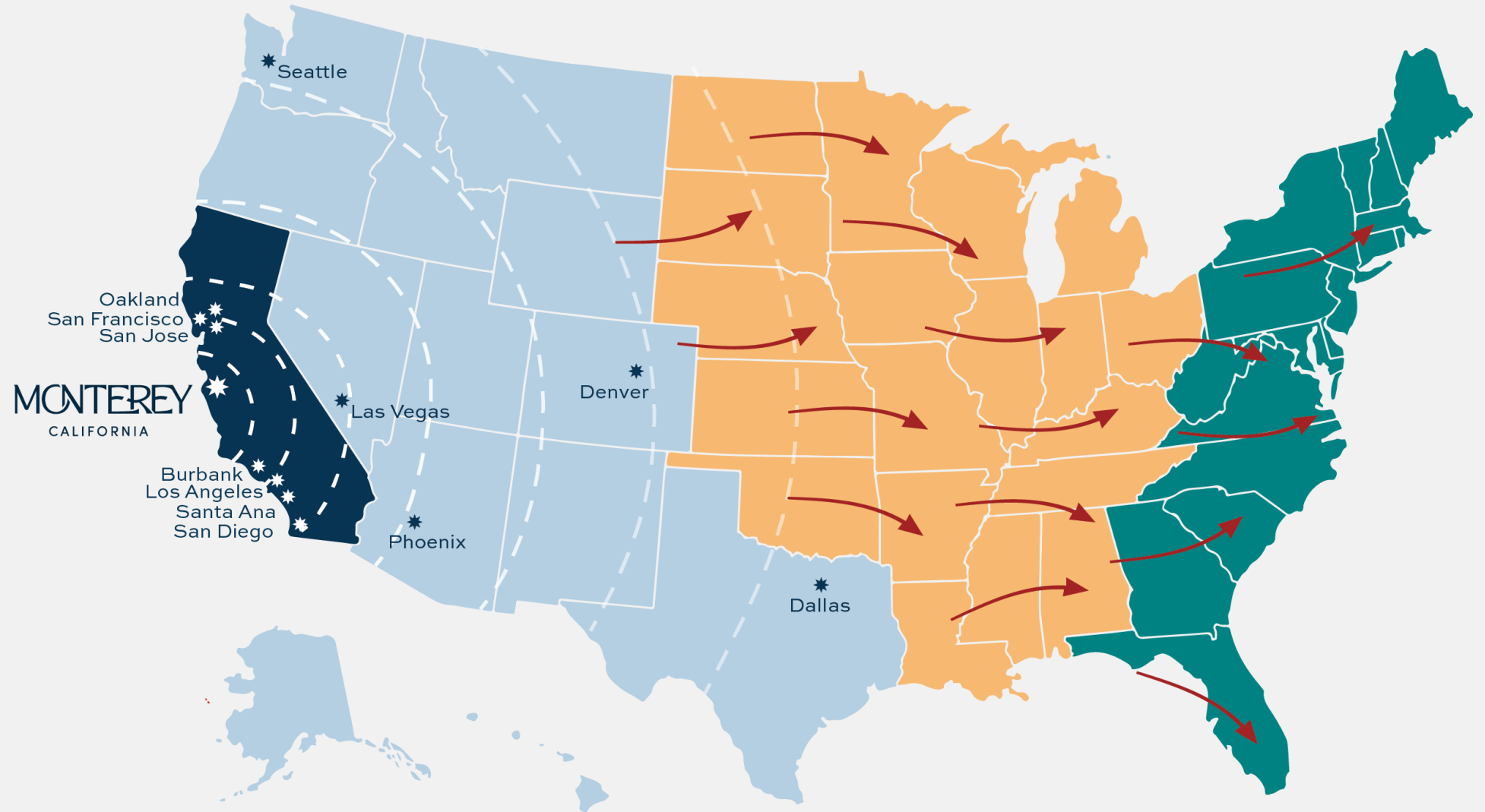
Posted: Mar 27, 2025 / 07:44 AM PDT

Updated: Mar 27, 2025 / 07:44 AM PDT





Marketing Reach



MCT 2030

Key Imperatives

- Raise the tide for all – grow market share
- Attract visitors from further away – tend to stay longer and spend more
- Tourism dispersion – spread travelers throughout the entire county
- Transportation Collaboration – with MRY, MST, TAMC
- Evolve Events – make current events work harder; attract new

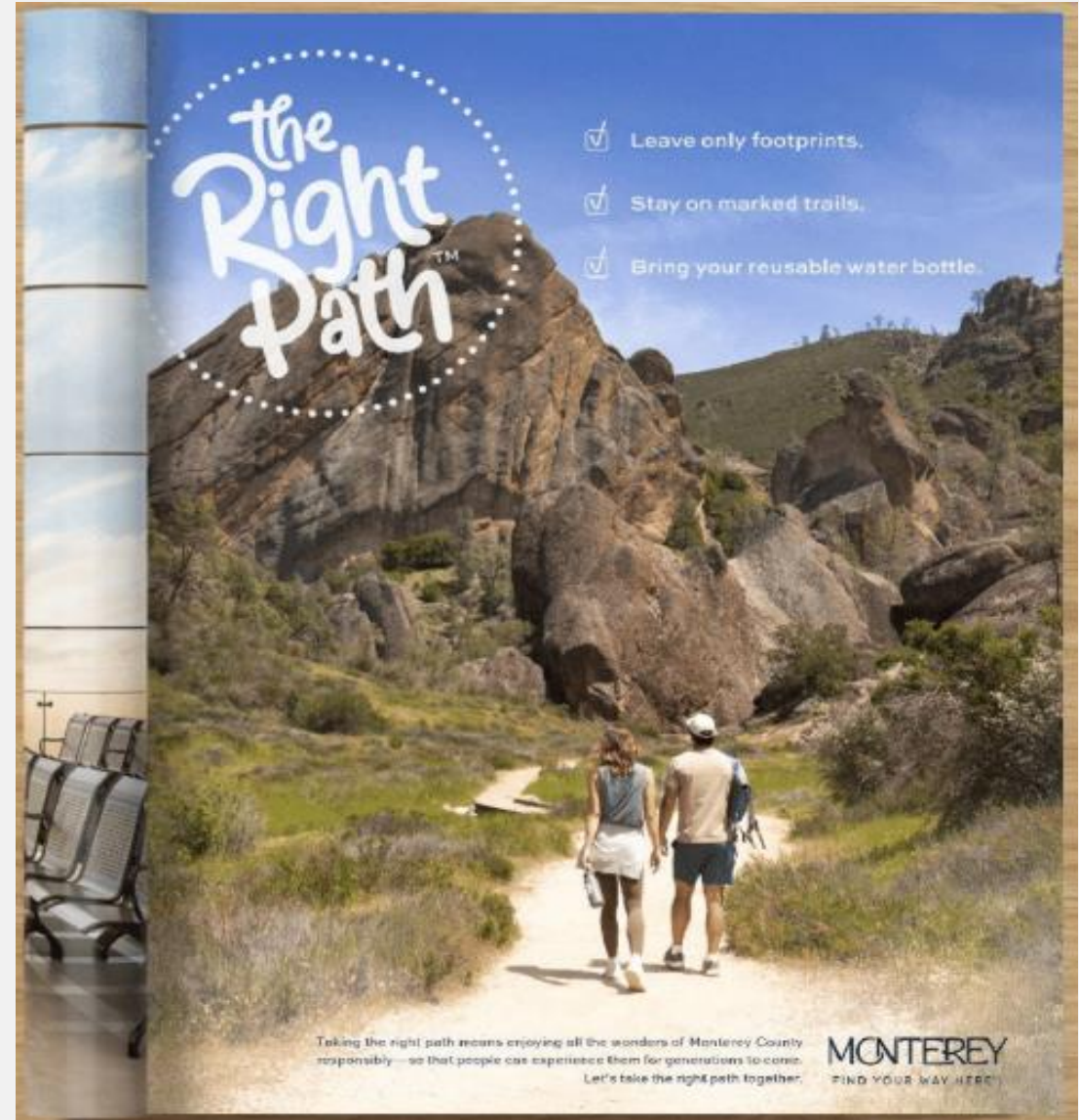


Responsible Travel

The Right Path

The Right Path goes beyond environmental sustainability, incorporating several key elements aimed at minimizing negative impacts and enhancing positive outcomes.

- Environmental Stewardship
- Cultural and Community Respect
- Support for Local Businesses
- Respect for Local Communities
- Education and Awareness



Thank you for your continued partnership.



CITY OF CARMEL-BY-THE-SEA

Approve Fiscal Year 2025-2026 Fee Schedule

City Council Meeting

May 6, 2025



Background and Purpose

- City is legally allowed to recover “reasonably-borne” costs of services provided to identifiable customers / “users”
- Costs are based on a Fee Study (last performed FY 23-24)
- Fees are updated for CPI between studies
- Current Year CPI adjustment is +2.4% (Local Area = San Francisco-Oakland-Hayward)
- Review and Approve FY 25-26 Fee Schedule



Updates to Fee Schedule

- Fee schedule includes Community Activities and Library Fees, updated to catch-up for CPI not previously applied
- Fee schedule also clarifies that Ambulance fees are tied to those published by the County of Monterey
- Fee schedule corrected to reflect the actual cost of the historic evaluation invoice being paid by the City



Updates Not Included in the Fee Schedule

- Bring back additional fees not currently in the fee schedule
 - The City has identified certain costs that are not currently addressed in the fee schedule
 - The City has identified a potential way to waive fees for those unable to pay
- New cost study is budgeted for the coming year



Recommendation and Discussion

- Staff recommends the continuation of full cost recovery for charges for services
- Recommend adoption of FY 25-26 fees as proposed (including San Francisco-Oakland-Hayward area CPI of 2.4%)
- This schedule becomes effective 60 days after adoption, on July 5, 2025, per State of California Government Code Section 66017 (a).
- Additional fees and waiver will be brought back as soon as they are ready.



End of Presentation

Questions?



CITY OF CARMEL-BY-THE-SEA

Fiscal Year 2025-2026 Recommended Budget Overview Presentation

May 6, 2025



Budget Timeline

FY 25-26 Budget Overview Presentation

May 6, 2025

FY 25-26 Budget Workshop on May 21, 2025
@ 3:30pm

- Details provided on revenue, expenditures, staffing
- Responses to budget questions received as of May 18

May 21, 2025

May 6–18 2025

Submit budget questions

June 3, 2025

FY 25-26 Budget Adoption scheduled for
June 3, 2025

- Inclusive of revisions per direction received on May 6 and May 21
- Responses to budget questions received through May 23



Budget Process

- Department Manager requests based on the current year's experience.
- Revenues forecast based on consultation with industry experts.
- The Financial Stewardship Workgroup examined revenue assumptions and operations detail as the City seeks to 'trim the fat'
- Operations scrutinized in light of potential economic weaknesses and trends in increased costs, resulting in:
 - Modified assumptions
 - Cuts to existing staffing plans
 - Elimination of requested new positions
 - Cancellation or reduction of planned projects



Budget Process – Examples of Analyzed Projects

Description (Department1)	Description (Eb Detail)
City Clerk	Sy Tech - Vital records scanning and digitizing
City Clerk	Record/File migration project
City Clerk	CivicPlus Boards and Commissions Portal
City Council	Mobile Meeting A/V Broadcast
Community Activities	New Stages SUPPLIES/EQUIP./MISC
Community Activities	Event Photography NEW PROGRAM/EVENTS
Community Activities	Silent Dance Party NEW PROGRAM/EVENTS
Finance	Revenue Specialist - Cost Study/Efficiency Study
Finance	Web Dashboard Interface - Transparancy in Fiscal Reporting
Human Resources	Sy Tech - HR file scanning and digitizing project
Human Resources	NEOGOV - HR and timekeeping systems
Human Resources	New HRMS Software
Information Technology	Plante Moran - IT Strategic Plan - Quote
Information Technology	Paid Internship Program - 1000 hrs @ \$25
Information Technology	Network Security Planning - Tabletop
Information Technology	Smart Village - Wifi Planning
Information Technology	Conduit System - Planning Phase
Information Technology	Wireless Access Point
Information Technology	Computer Replacement Program - (5 year replacement) 15 of 85
Vehicle & Equipment Replacemnt	IT Network Refresh
CPB	Safety Element Contract
CPB	MND Addendum for HE6 Amendment

Description (Department1)	Description (Eb Detail)
CPB	GIS Updates & Main
CPB	Host Compliance, short term rental enforcement
	Joe Shabram Conservation work needed on 7 pieces of City art on display
	- Northeast Document Conservation Center (NEDCC) report, September 2024
Library	Brett Trotter Transportation to and from for the conservation work to be completed
Library	Underground Service Alert Nor Cal USA Tickets (increase for more sidewalks and tree planting and/or stumps)
PW Administration	FreshDesk add-on for Facilities
PW Administration	AutoCad & Civil3D
PW Environmental Division	North Dunes Habitat Monitoring (DD&A)
PW Environmental Division	ASBS Watershed Monitoring
PW Environmental Division	CAWD Contract - Vactor CDS, Basin Cleanings
PW Environmental Division	On-Call Environmental Services (CEQA, Permits, Biol)
PW Environmental Division	Climate Action/Adaptation Plan Initiatives
PW Environmental Division	North Dunes Volunteer Management (Native Solutions)
PW Facilities Maintenance	First Murphy House painting
PW Facilities Maintenance	Emergency Generator Services
PW Facilities Maintenance	Fire Station epoxy flooring
PW Forest,Parks & Beach	Devil Mountain Wholesale Nursery trees, plants, native seeds
PW Forest,Parks & Beach	Vineyard Rock Products (FY 25/26 Beautification project (First Murphy), irrigation, bordering, shrubs/flowers/grasses/plants)
PW Streets Division	Ausonio Outside Labor, Sidewalk repairs. Non CIP Projects
PW Streets Division	Pressure washing
PW Streets Division	New concrete scarifier grinder



Budget Process – Examples of Analyzed Operations

Description (Department1)	Description (Eb Detail)	Description (Department1)	Description (Eb Detail)
Administration	Grant Writing	Finance	TOT Audit aprox 1800 per audit
Community Activities	Weekly Market FARMERS' MARKET	Fire	Spring water
Community Activities	3rd Thursday FARMERS' MARKET		Repairs/MaintNew engine coming but may also be delayed. Repair costs are
Community Activities	New Stages SUPPLIES/EQUIP./MISC	Fire	high and vehicles are needing more repairs
	Christmas Tree Lights Pros (Additional Lights) HOLIDAY TREE / MENORAH	Human Resources	Recruiting Firm & Candidate Travel Reimbursement
Community Activities	LIGHTING	Human Resources	Traffic Patterns - Vilcia Rodriguez- contract?
Community Activities	Christmas Tree Lights Pros (Tree) HOLIDAY TREE / MENORAH LIGHTING	Human Resources	Employee Appreciation
Community Activities	Glastonbury HOLIDAY TREE / MENORAH LIGHTING	Information Technology	IAMP - audio visual services
Community Activities	Event Photography NEW PROGRAM/EVENTS	Information Technology	Paid Internship Program - 1000 hrs @ \$25
Community Activities	Silent Dance Party NEW PROGRAM/EVENTS	Information Technology	ATT
Community Activities	Stage Rental HOLIDAY TREE / MENORAH LIGHTING	Information Technology	Verizon
Community Activities	Glastonbury VETERAN'S DAY	Information Technology	VOIP phone service
Community Activities	Banners for Ocean Avenue HOLIDAY TREE / MENORAH LIGHTING	Police	Comcast, Verizon, ATT air cards, internet
Community Activities	Pumpkins PUMPKIN ROLL	Police	contract services
Community Activities	Candy/Hot dogs/chips/water CITY BIRTHDAY/PARADE	PW Forest,Parks & Beach	Landscaping Citywide Town & Country
Community Activities	Misc SUPPLIES/EQUIP./MISC	PW Forest,Parks & Beach	West Coast Arborists - Tree work in the City
Community Activities	Replacement tents SUPPLIES/EQUIP./MISC	PW Forest,Parks & Beach	MTNP Drainage Project Town & Country
Community Activities	Tech for the band (Here&Now) CITY BIRTHDAY/PARADE	PW Forest,Parks & Beach	Landscaping Scenic Pathway Town & Country
	Decorations (replacements) (incl, candy giveaways) HOLIDAY TREE / MENORAH	PW Forest,Parks & Beach	MTNP Removal/Clean Up
Community Activities	LIGHTING	PW Forest,Parks & Beach	Landscaping First Murphy Town & Country
Community Activities	Halloween lights CITY BIRTHDAY/PARADE	PW Forest,Parks & Beach	Landscaping Mission Trails Town & Country
Economic		PW Forest,Parks & Beach	Devil Mountain Wholesale Nursery trees, plants, native seeds
Development	Sunset Cultural Center	PW Forest,Parks & Beach	Vineyard Rock Products (FY 25/26 Beautification project (First Murphy),
Economic		PW Forest,Parks & Beach	irrigation, bordering, shrubs/flowers/grasses/plants)
Development	MCCVB - 3% of TOT budget	PW Forest,Parks & Beach	Drought Resistant Nursery Trees and plants
Economic			
Development	Visit Carmel		
Economic			
Development	Chamber of Commerce		



Comparison of Current and Prior Budget

Compared to the prior year's budget, this year is different:

- Revenues based on forecasts of collections, not past budgets
- Salaries are based on forecast actual, not “top step” worst case
- Most requested new and unfilled positions eliminated; remaining approved vacancies forecast for delayed hiring

Comparison of Budgets	FY 2025-2026	FY 2024-2025
Recommended Revenues	\$34,714,265	\$31,431,249
General Fund Operating Expenditures	28,626,319	28,413,593
Debt Service Expenditures	509,100	519,100
Pension Unfunded Liability Expenditures	2,708,158	2,375,351
Capital Outlay Expenditures	7,894,000	12,184,000
Recommended Expenditures	\$39,737,577	\$43,492,044
Funded Full Time Equivalent (FTE) position:	96.50	97.25



FY 25-26 Budget at-a-Glance

FY25-26 Recommended Revenues	\$34,714,265
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Debt Service Expenditures	509,100
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FY25-26 Recommended Expenditures	\$39,737,577
Use of Fund Balance for Capital Projects	\$5,023,312
Funded Full Time Equivalent (FTE) positions	96.50



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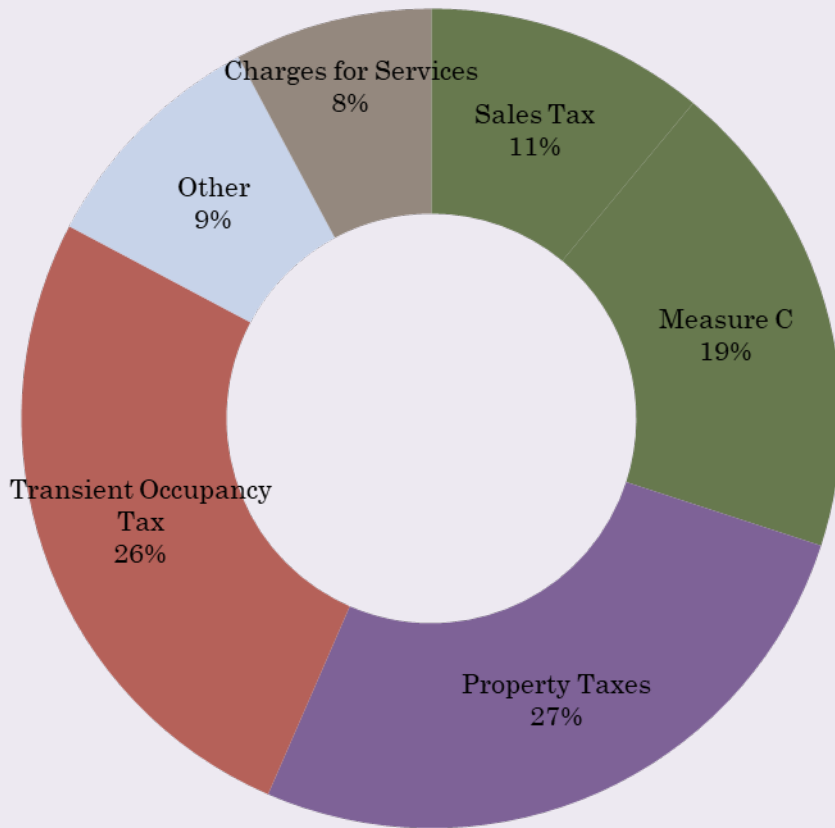
FY 25-26 Budget at-a-Glance

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Revenues at-a-Glance

FY 25-26 Citywide Revenue Sources



Source	Budget	% of Budget
Sales Tax	\$3,828,119	11%
Measure C	6,595,056	19%
Property Taxes	9,198,405	27%
Transient Occupancy Tax	9,109,116	26%
Other	3,272,484	9%
Charges for Services	2,711,085	8%
<i>Building</i>	<i>1,006,537</i>	<i>37%</i>
<i>Ambulance</i>	<i>1,004,422</i>	<i>37%</i>
<i>Planning</i>	<i>259,705</i>	<i>10%</i>
<i>Other Departmental Charges</i>	<i>440,421</i>	<i>16%</i>
Total	\$ 34,714,265	100%



Major Revenue Assumptions

Key Revenues	FY 21-22 Actual	FY 22-23 Actual	FY23-24 Actual	FY24-25 Estimated Actual	FY25-26 Recommended Budget
Property Taxes	\$7,694,722	\$8,136,928	\$8,770,848	\$8,974,083	\$9,198,405
Sales Tax	\$3,626,263	\$3,469,412	\$3,692,470	\$3,753,350	\$3,828,119
Measure C	\$5,970,464	\$5,868,695	\$6,386,122	\$6,484,814	\$6,595,056
TOT	\$7,787,643	\$8,455,742	\$8,579,344	\$9,295,016	\$9,109,116
Total	\$25,079,092	\$25,930,777	\$27,428,783	\$28,507,264	\$28,730,696

Key Revenue Assumptions

Property Taxes: Assuming steady growth at 2.5% increase over FY24-25 Estimated Actual

Sales Tax: Projecting 2% increase over FY24- 25 Estimated Actual

Measure C: Predicting 1.7% increase over FY24-25 Estimated Actual

TOT: Guarded FY25-26 projections due to uncertainty of travel and consumer spending.
Projecting a 2% decrease over FY24-25 Estimated Actual



Assumptions - Explained

- TOT Revenue:

- Forecast actual collections not previous budget
- Industry projected decrease
- No longer a conservative budget.

- Sales and Use Taxes:

- Budgeting for a modest increase in Sales taxes
- Unlike other cities in the area and throughout the State
- Based on advice from the City's professional sales tax consultants



FY 25-26 Budget | \$39.7 MILLION



\$19.5M

EMPLOYEES

Salaries & Benefits,
Pension Unfunded
Liability, Worker's Comp



\$11.9M

COMMUNITY

Operating expenditures for
services and supplies



\$7.9M

CIP

public safety, hardscape and
green infrastructure,
technology for operations,
environmentally friendly
vehicles, facilities' deferred
maintenance



\$509K

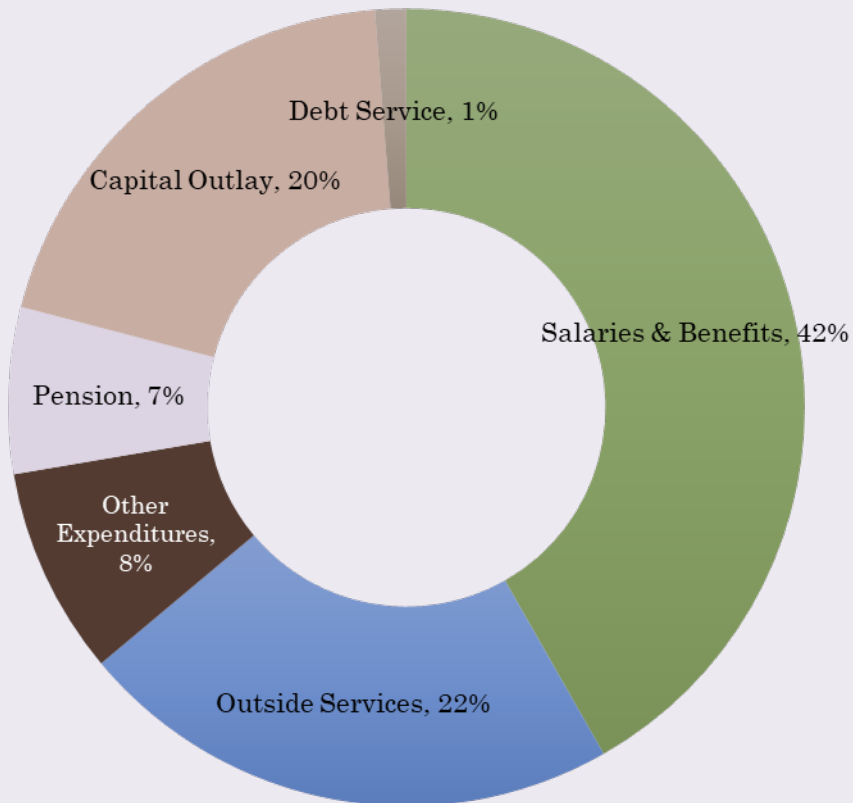
DEBT

2020 Refunding Lease
Revenue Bonds



Expenditures at-a-Glance

FY 25-26 Expenditure by Type

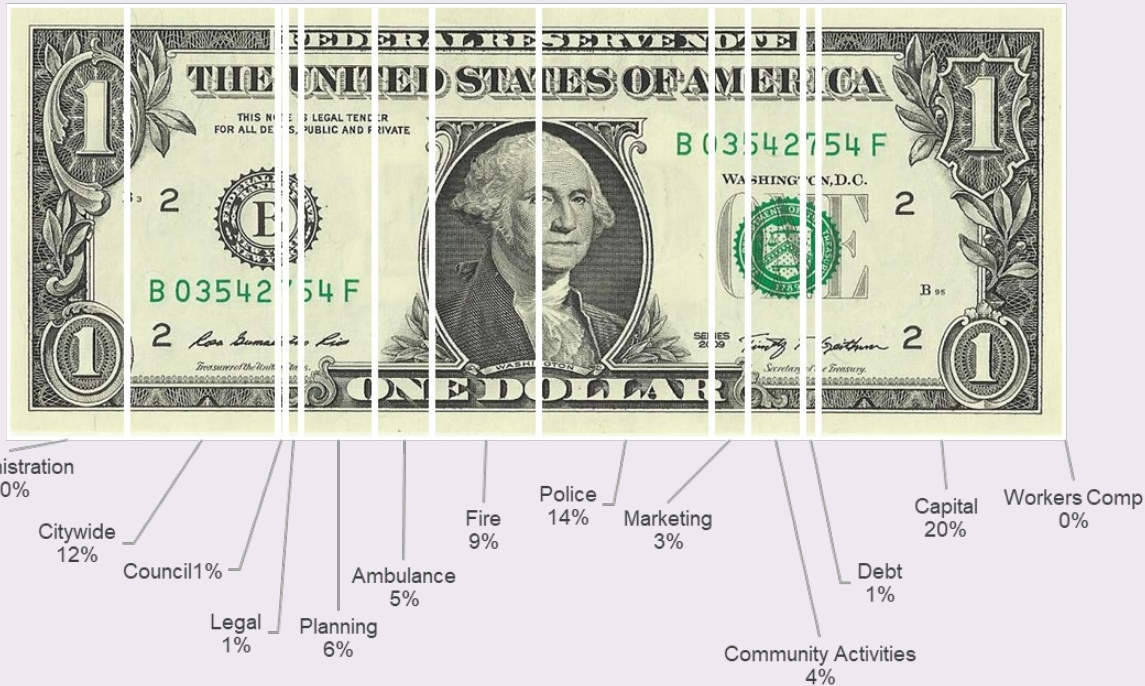


Type of Expenditure	Budget
Salaries & Benefits	\$16,757,971
Outside Services	8,889,601
Other Expenditures	2,978,747
Pension	2,708,158
Capital Outlay	7,894,000
Debt Service	509,100
Total	\$39,737,577



Expenditures by Function

FY 25-26 Expenditures by Function



Total Expenditures	Budget	%
Administration	\$3,852,933	10%
Citywide	4,814,943	12%
Council	248,779	1%
Legal	517,000	1%
Planning	2,371,920	6%
Ambulance	1,832,358	5%
Fire	3,417,424	9%
Police	5,544,067	14%
Marketing	1,167,981	3%
Library	1,488,126	4%
Community Activities	247,190	1%
Public Works	5,831,756	15%
Operating Budget	\$31,334,477	79%
Debt	509,100	1%
Capital	7,894,000	20%
Total	\$39,737,577	100%

FY 25-26 Expenditures by Function



Administration
10%

Citywide
12%

Council
1%

Legal
1%

Planning
6%

Ambulance
5%

Fire
9%

Police
14%

Marketing
3%

Community Activities
4%

Debt
1%

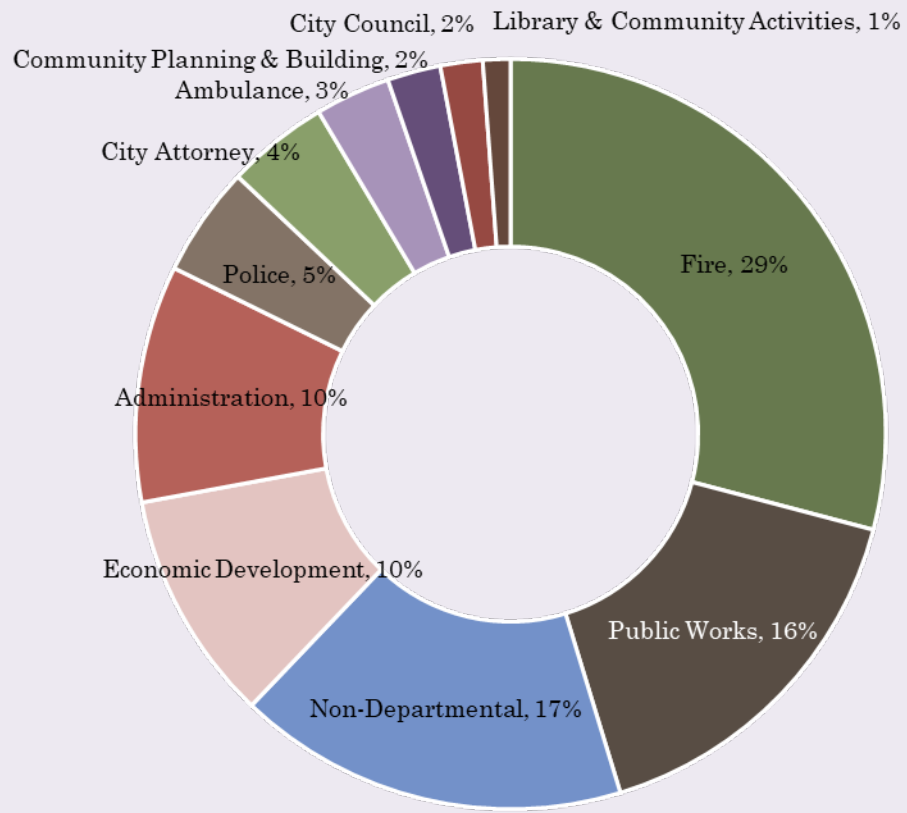
Capital
20%

Workers Comp
0%



Operating Budget | \$11.7 M

FY 25-26 Services & Supplies by Department



Department	FY25-26 Recommended Budget	% of Budget
Fire	\$3,417,424	29%
Public Works	1,898,235	16%
Non-Departmental	1,979,785	17%
Economic Development	1,167,981	10%
Administration	1,199,330	10%
Police	557,520	5%
City Attorney	517,000	4%
Ambulance	380,650	3%
Community Planning & Building	270,388	2%
City Council	213,565	2%
Library & Community Activities	139,470	1%
Total	\$11,741,348	100%



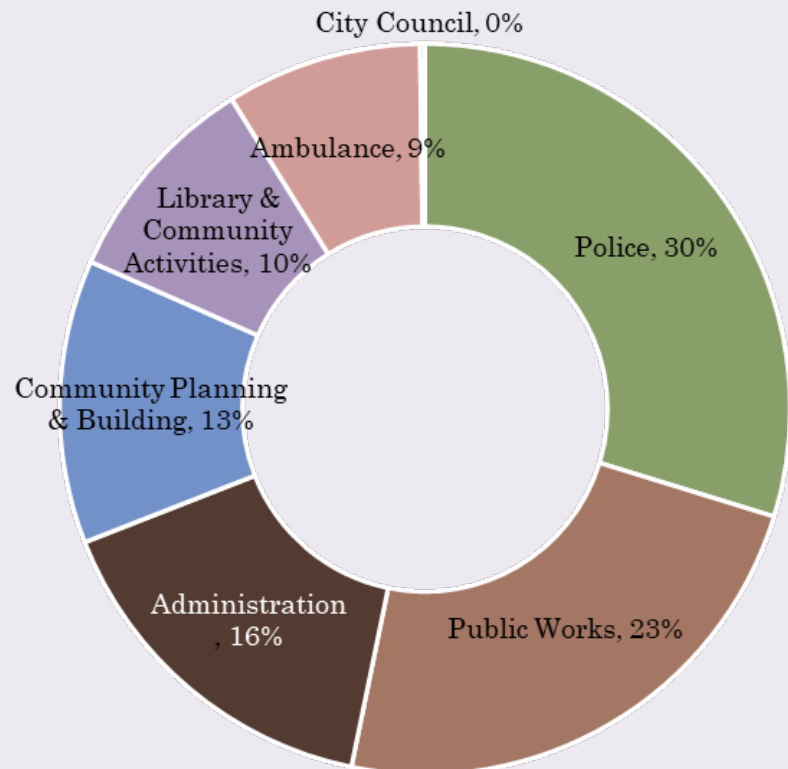
Key Changes to Operating Budget

- Key positions to be filled by current year-end put pressure on budget
- Contract services and overtime are budgeted at reduced levels
- Other operating Costs unchanged (no CPI increases)



Salaries & Benefits Budget | \$16.8 M

FY 25-26 Salaries & Benefits Expenditure by Department



FY25-26 Recommended		
Department	Budget	% of Budget
Police	\$4,986,547	30%
Public Works	3,933,521	23%
Administration	2,653,603	16%
Community Planning & Building	2,101,532	13%
Library & Community Activities	1,595,846	10%
Ambulance	1,451,708	9%
City Council	35,214	0%
Total	\$16,757,971	100%



Staffing and Salary Assumptions

- **Projected Salaries:** at actual step for FY25/26 vs top step.

Ramification – no “salary savings” if unexpected expenses arise.

- **Vacant Positions:** as not filled for an average of 4 months.

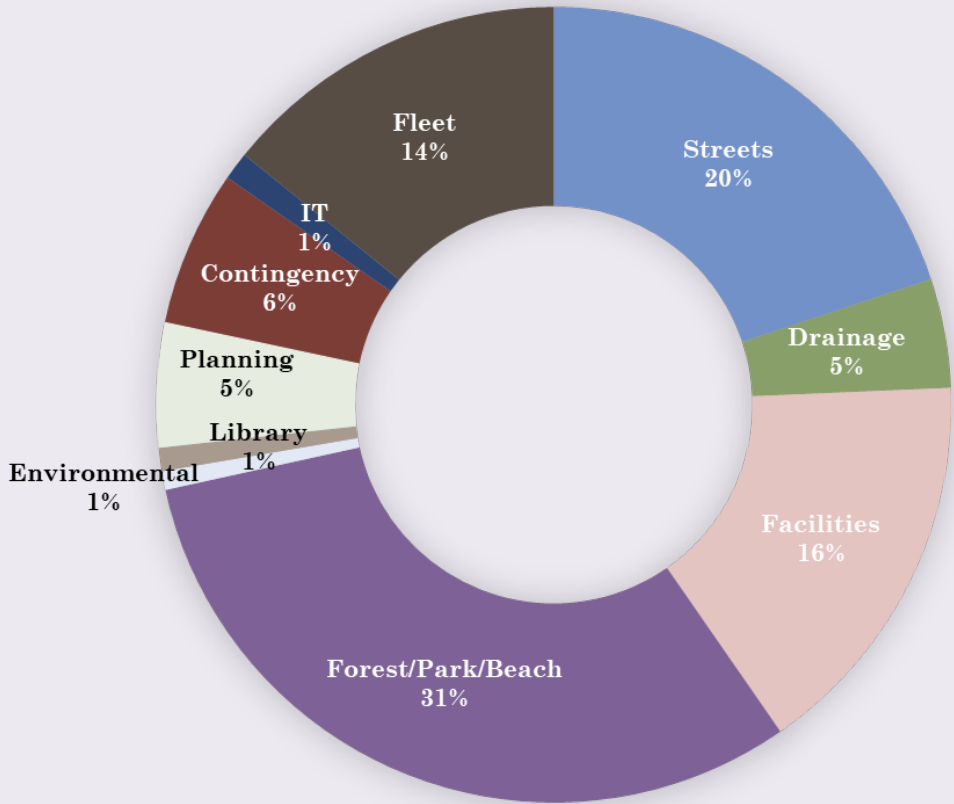
Ramification - salaries over budget if recruitments occur faster.

Department and Title	Adopted	Proposed	Change
Community Services Assistant	1.00	0.50	-0.50
Library Associate	0.00	3.00	3.00
Library Assistant (full-time)	4.00	1.00	-3.00
Librarian II (Local History)	1.00	0.00	-1.00
Hourly Library Assistant	3.25	2.00	-1.25
Senior Planner	0.00	1.00	1.00
Assistant Planner	1.00	0.50	-0.50
Code Compliance Coordinator	2.00	1.50	-0.50
Sergeant	2.00	3.00	1.00
Police Officer	9.00	10.00	1.00
Citywide Total Funded Positions	97.25	96.50	-0.75



Capital Projects at-a-Glance

FY 25-26 CIP Funding by Category



Category	Amount of Budget	
Streets	\$1,570,000	20%
Drainage	\$350,000	4%
Facilities	\$1,265,000	16%
Forest/Park/Beach	\$2,464,000	31%
Environmental	\$60,000	1%
Library	\$75,000	1%
Planning	\$400,000	5%
Contingency	\$500,000	6%
IT	\$90,000	1%
Fleet	\$1,120,000	14%
Total	\$7,894,000	100%

Note, new Capital Outlay Funding above does not include carryover for uncompleted projects of \$3,460,000.



Budget Timeline – Next Steps

FY 25-26 Budget Overview Presentation

May 6, 2025

FY 25-26 Budget Workshop on May 21, 2025
@ 3:30pm

- Details provided on revenue, expenditures, staffing
- Responses to budget questions received as of May 18

May 21, 2025

May 6–18 2025

Submit budget questions

June 3, 2025

FY 25-26 Budget Adoption scheduled for
June 3, 2025

- Inclusive of revisions per direction received on May 6 and May 21
- Responses to budget questions received through May 23



Recommendation

Receive FY 25-26 Budget Overview Presentation

Submit budget questions to all the following on or before May 18:

budget@ci.carmel.ca.us



Questions?