



CITY OF DEL REY OAKS

650 CANYON DEL REY RD. • DEL REY OAKS, CALIFORNIA 93940
PHONE (831) 394-8511 • FAX (831) 394-6421

AGENDA

**JOINT MEETING
OF THE CITY OF DEL REY OAKS
CITY COUNCIL AND REDEVELOPMENT AGENCY
TUESDAY, SEPTEMBER 27, 2011 at 6:00 P.M.
CHARLIE BENSON MEMORIAL HALL, CITY HALL**

1. **6:00 P.M. - ROLL CALL** – *Council and RDA*
2. **PLEDGE OF ALLEGIANCE**
3. **PROCLAMATIONS:**
 - A. A Proclamation Declaring the Week of September 17, 2011 through September 23, 2011 as Constitution Week.
4. **PUBLIC COMMENTS:**

Anyone wishing to address the City Council or Agency on matters not appearing on the Agenda may do so now. The public may comment on any other matter listed on the Agenda at the time the matter is being considered. *There will be a time limit of not more than three minutes for each speaker. No action will be taken on matters brought up under this item and all comments will be referred to staff.*
5. **CONSENT AGENDA:** *Action Items*
 - A. **MINUTES:**
 1. August 23, 2011, Regular RDA and City Council Meeting
 2. August 10, 2011, Regular Planning Commission Meeting
 - B. **MONTHLY REPORTS:**
 1. Claims, August 2011
 2. Financials, August 2011
 3. Fire Department Response Report, August 2011
 4. Police Activity Report, August 2011
 - C. **MISCELLANEOUS**
 1. Resolution 2011-17, a Resolution of the City Council Approving the Agreement for Building Inspection and Plan Review Services.

6. OLD BUSINESS:

- A. Ordinance 275, An Ordinance of the City Council of the City of Del Rey Oaks enacted pursuant to Health and Safety Code Section 34193 to elect and implement participation by the City of Del Rey Oaks and the Redevelopment Agency of the City of Del Rey Oaks in the Alternative Voluntary Redevelopment Program pursuant to Part 1.9 of the California Community Redevelopment Law. *This item has been continued indefinitely*

7. NEW BUSINESS:

Action Items

- A. Planning Commissioner Applications review, presentations, vote and swearing in of Commissioners voted in at the August 23, 2011 and September 27, 2011 meetings.
Applicants: Suzanne Wallin, Mike Ventimiglia and Andrew Clarke
- B. Consider Resolution No. 2011-15, A Resolution of the Del Rey Oaks City Council Approving Adoption of California Public Employees' Deferred Compensation Plan
- C. Consider Resolution No. 2011-16, A Resolution of the Del Rey Oaks City Council Approving Adoption of the City of Del Rey Oaks Environmentally Preferable Purchasing Policy (EPPP).

8. STAFF REPORTS:

- A. City Manager Report

9. MAYOR AND COUNCIL REPORTS

10. CORRESPONDENCE:

- A. Monterey Regional Waste Management District, Highlights of the Board Meeting August 2011
- B. Monterey-Salinas Transit, Board of Directors Meeting Agenda for September 2011
- C. Monterey Regional Water Pollution Control Agency, Highlights from August 2011 Meeting.

11. CLOSED SESSION: As permitted by Government Code Section 54956 et. seq. the Council may adjourn to a Closed Session to consider specific matters dealing with certain litigation, personnel, or labor/real property negotiations

- A. Existing litigation pursuant to Government Code Section 54956.9(a), City of Del Rey Oaks v. Federal/JER Associates, LLC et al., Monterey County Superior Court Case No. M107509.

12. **SET NEXT MEETING DATE:** Establish **Tuesday, October 25, 2011**, at **6:00 P.M.** as the date and time of the Council's next regular meeting.

13. **ADJOURNMENT**

Information distributed to the Council at the meeting becomes part of the public record. A copy of written material, pictures, etc. must be provided to the secretary for this purpose. All enclosures and materials regarding these agenda items are available for public review at the Del Rey Oaks City Hall, 650 Canyon Del Rey Road, Del Rey Oaks.



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PROCLAMATION

A Proclamation Declaring the
Week of September 17, 2011 through September 23, 2011
as Constitution Week



WHEREAS on September 17, 2011 marks the two hundred twenty fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September, 17, 2011 through September 23, 2011 as Constitution Week.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, Jerry B. Edelen, Mayor of the City of Del Rey Oaks, on behalf of the City Council and citizens of Del Rey Oaks, hereby proclaim September 17, 2010 through September 23, 2010 to be Constitution Week.

Dated this 27th day of September, 2011

JERRY B. EDELEN
Mayor

JOINT MEETING OF THE CITY OF DEL REY OAKS REDEVELOPMENT AGENCY AND CITY COUNCIL CONVENED AT 6:00 P.M. ON TUESDAY, AUGUST 23, 2011 IN THE CHARLES BENSON MEMORIAL HALL, CITY HALL

Present: Agency/Council Members Zuccaro, Cecilio, Allion (6:03 pm), Agency Chair/Mayor Edelen

Absent: Agency/Council Member Clark

Also present: RDA/City Attorney Callihan, Executive Director/City Manager Dawson and Agency Secretary/Deputy City Clerk Carvalho

Meeting came to order at 6:00 p.m. and roll call was taken.

PLEDGE OF ALLEGIANCE: Led by Dawson

PROCLAMATION:

The Council heard **ITEM 3.A.**, A Proclamation Recognizing the Food Bank of Monterey County

Agency Chair/Mayor Edelen: Read the proclamation into the record.

Lee Hulquist, of Food Bank of Monterey County: Thanked the Council for the proclamation and left the staff with cards to give out to anyone that might need their services. She looks forward to coming every year during September.

PRESENTATION:

The Council heard **ITEM 4.A.**, MST's Assistant General Manager/Director of Finance & Administration, Hunter Harvath grant-funded Senior Voucher Program recently approved by the Regional Taxi Authority (RTA)

Agency Chair/Mayor Edelen: Stated MST is a great organization and has worked closely with them for years.

Hunter Harvath: Monterey Salinas Transit is the administrator for the Taxi Authority. They have been working on programs to help seniors. They secured a \$250,000 grant to fund this new senior voucher program. The old program required the senior to pay 50% the city would pay 25% and the cab company would absorb the rest. This made some drivers not want to pick up seniors on this program. This new program would be a 50/50 funded program. The grant would pay half and the City would be paying the other half with the senior paying \$3.00 co-pay per ride. They will be monitored and the city will only pay for the Del Rey Oaks residents. The City would have control over how the tickets are handled meaning who would be eligible to purchase them.

Agency/Council Member Zuccaro: How much do we a lot for the year?

Executive Director/City Manager Dawson: \$200

Agency/Council Member Zuccaro: If we go over that then they would bill us for an additional \$100 or so?

Hunter Harvath: Correct.

Agency/Council Member Allion: How many people use this service?

Executive Director/City Manager Dawson: It's sporadic.

Planning Commissioner Thayer: What is the age limitation?

Hunter Harvath: 65

Kathi Buckley Smith: How were the packets sold previously and what if another city's buy everything? Will all cab companies accept them?

Hunter Harvath: There is plenty of money so no worry about that. Not familiar with how it has been done in the past. They are still working out the logistics and hope that all cab companies will accept them.

George Jaksha: What about handicapped?

Hunter Harvath: The grant says yes but it would be up to the cities to determine if people with disabilities would qualify.

Agency/Council Member Zuccaro: The cab companies would sign up for this so are they enthusiastic?

Hunter Harvath: They have one in Salinas and one in Carmel signed up so far. There may come a time when this would be a requirement for getting a permit to operate.

Agency Chair/Mayor Edelen: When we get the vouchers it would have the names of the cab companies accepting the voucher?

Hunter Harvath: Yes you would know which companies would be accepting them.

Agency Chair/Mayor Edelen: This was an informational item only so no action needs to be taken. He thanked Hunter Harvath for presenting this new program.

PUBLIC COMMENT: None

CONSENT AGENDA:

A. Minutes

1. July 26, 2011, Regular City Council Meeting
2. July 12, 2011, Regular Planning Commission Meeting

B. Monthly Reports:

1. Claims, July 2011
2. Financials, July 2011
3. Fire Department Response Report, July 2011
4. Police Activity Report, July 2011

Agency/Council Member Allion: Requested to pull item 6.B.2., wants all the Council Members to know that our reserves have dropped down to \$200,000. He stated we have to

watch this carefully and if our expenses exceed our revenue then we will have to reduce expenses.

Motion: Agency/Council Member Zuccaro
Second: Agency/Council Member Cecilio
Public Comment: None
Vote: 4-0

OLD BUSINESS: None

NEW BUSINESS:

RDA/City Attorney Callihan: Requested that a motion be made to add an urgent item to the agenda. He stated that this would be a resolution to authorize the city to make payments on the RDA to the state to establish an enforcement obligation payment schedule. Stating this is a technicality and is being done because of the decision of the State to eliminate redevelopment agencies.

Motion: Agency/Council Member Cecilio to add the non-agendized resolution to the agenda.
Second: Agency/Council Member Allion
Public Comment: None
Vote: 4-0

The Council heard **ITEM 8.A.**, Ordinance 275, An Ordinance of the City Council of the City of Del Rey Oaks enacted pursuant to Health and Safety Code Section 34193 to elect and implement participation by the City of Del Rey Oaks and the Redevelopment Agency of the City of Del Rey Oaks in Alternative Voluntary Redevelopment Program pursuant to Part 1.9 of the California Community Redevelopment Law. *(First Reading)*

RDA/City Attorney Callihan: The state took action to dissolve RDA's. The City has to opt in, to keep the RDA alive. This is a paper chase for the RDA to stay in the game.

Motion: Agency/Council Member Allion to introduce Ordinance 275
Second: Agency/Council Member Zuccaro
Public Comment: None
Vote: 4-0

The Council heard **ITEM 8.A.1.** Planning Commissioner Applications review, presentations, vote and swearing in of Commissioners. Applicants: Frank Lucido, Jr and William A. Thayer

Agency Chair/Mayor Edelen: Thirty days ago we put the notice in for the three open seats on the Planning Commission. We had two that applied within the deadline, and two that applied after the deadline. We will put the ad out again and anyone that applied late could

roll over to the next one. They would need to let the clerk know that they want to continue on for next month.

Agency/Council Members Allion and Zuccaro: Both feel that we should hear the ones that applied and go out for the open seat separately.

Agency Chair/Mayor Edelen: Feels we have the best Planning Commission we've ever had, stating that Del Rey Oaks is a tight knit community.

Zuccaro motion to accept application/Cecilio

Motion: *Agency/Council Member Zuccaro to accept applications and swear in the two Planning Commissioners at the next City Council meeting in September.*

Second: *Agency/Council Member Cecilio*

Public Comment: *None*

Vote: *4-0*

STAFF REPORTS:

City Manager/Executive Director Dawson: August 3rd he attended the retirement of Darby Fuerst for the Water Management District. He met with FORA about the alignment of General Jim Moore and South Boundary to be at grade. He met about possible uses for the 17 acre site. He attended Monterey Bay Area Manager's group which he chairs and met at the Monterey Peninsula Golf Club. Les White (AMBAG) met with Manager's Group and AMBAG report was given. Announced the annual Coast Cleanup is September 17th and gave website to sign up. Car week events: DROPD did a wonderful job with the tremendous amount of traffic. He announced Strong City Strong State is a message the League of California Cities is rolling out, go to strongcitiesstrongstate.org. We will put a link on the website. He talked about the changes in the city, Citizens Action Group and the park. The herald will have an article also. Court date on Friday and it will be discussed in closed session. The result is that the defendant Federal Development LLC was required to submit a cross-complaint which they did. Our attorney will apply for a summary judgment which will take place hopefully in November.

COUNCIL REPORTS:

Agency/Council Member Allion: Wants to comment on the work that the public works department and the Gabilan crew has done to clear up the fire danger along the park and was pleased to see it done. Went down to the bathrooms in the park and saw all the work that was done and it looks great! Attended the Water Pollution Control Agency board meeting and recycled water was the main topic of comment. Doesn't understand the lack of desire to use the water we already have. The cost of cleaning the water we have is half the cost of a desal [desalination] plant. There are other options and people don't know about them. 22 million gallons of water is treated by the plant every day! 100% of it goes to watering fields and it has to be mixed with river water. They mix the two together and have been for 11 years with no adverse effects. The only issue has been salt in the treated water

but that is the only minor issue. He attended the CASA meeting California Association of Sanitary Associations. Attended the Waste Management board meeting and they approved at 2.4 % increase in COLA [cost of living allowance] tipping fees. He attended the strategic planning meeting for Waste Management to improve facilities for recycling and stated that the hawk program is a huge success and they are keeping the seagulls out of the dump.

Agency/Council Member Cecilio: Attended both of his meetings (Mosquito Abatement District and MCWMD) and the Seaside Sanitation district meeting for Council Member Clark.

Agency/Council Member Zuccaro: Attended AMBAG met Les White the new director and had a presentation on a truck to rail program to get some vehicles off the road to transport long distances via train. He announced that October is Rideshare Month. He informed us that Superkids and Superteens will be going into schools to help counsel kids that might need it since school counselors are no longer at schools regularly.

Agency Chair/Mayor Edelen: Talked about DRO garage sale and it was a huge with about 70 families participating. Every year it gets better and better. He attended the Naval Postgraduate School Leadership Council, FORA meeting where closed session was explosive, joint CSUMB and Monterey County Business Council trying to get more businesses to the peninsula. He stated the Coastguard was trying to get Homeland security to come here and train at our Mount site on the former Ft. Ord, and after a long process of phone calls and using his connections to the community, Homeland Security will have access to the Mount Site. He stated that one of the reasons we are in politics is to move things forward. He stated that he wanted to clear up some misinformation printed in the Herald about the Regional Water Project. The Mayor's Association was asked to form an advisory committee. This committee truly can't control anything and is solely an advisory committee for the Regional Water Project. Not all six Mayors can be on the committee so they elected two Mayors to participate of the six peninsula Mayors. The decision was made that all the Mayors sign a confidentiality agreement so that if there was a closed session item the two Mayor's couldn't discuss with the outside Mayors anything from closed session because it would be considered open session. When 90 days has passed and until the first phase of the water project is complete, then they could discuss it because it would be public knowledge at that point. The bottom line is that Mayor's always have to bring everything to their respective councils for approval prior to any decisions so this agreement was merely a formality. There are no secrets. If there is a moratorium it will destroy tourism on the peninsula. Del Rey Oaks will be affected the least unlike Pacific Grove, Carmel and Monterey. The Mayor's are not sitting back and there is a lot going on with the Water Management District, the Water Master and the Seaside Water Basin and they are trying to make things happen. He announced the Del Rey Oaks Picnic will be on Sunday, September 18th with the annual Chili Cook Off happening again this year.

Agency Chair/Mayor Edelen announced the item to be discussed in closed session:

Existing litigation pursuant to Government Code Section 54956.9(a),
City of Del Rey Oaks v. Federal/JER Associates, LLC et al., Monterey
County Superior Court Case No. M107509.

Public Comment: None

7:01 p.m.: Adjourned

7:04 p.m.: Reconvened into closed session

7:34 p.m.: Adjourned from closed session into open session and reported the following:

Executive Director/City Manager Dawson: Reported that information was given and no action was taken.

7:35 p.m.: Meeting adjourned

Next meeting: **Tuesday, September 27th, 2011, 6 p.m.**

Approved

Signature of Attending Clerk

Date

**REGULAR MONTHLY MEETING DEL REY OAKS PLANNING
COMMISSION WEDNESDAY, AUGUST 10, 2011 AT 6:00 P.M.
CHARLIE BENSON MEMORIAL HALL**

Present: Commissioner Jaksha, Hayworth, Thayer, Larson, Lucido, and Vice
Chair Weir.

Absent: Chairman Clarke

Also Present: Deputy City Clerk Minami and City Attorney Callihan

PLEDGE OF ALLEGIANCE: Lead by Vice Chair Weir

CONSENT AGENDA:

The Commission considered **ITEM 4.A.**, Planning Commission Meeting Minutes,
July 13, 2011.

*Motion by Commissioner Hayworth to approve, seconded by Commissioner
Jaksha*

There were no comments received

Motion passed 6-0

PUBLIC COMMENT:

None

REPORTS:

The Commission considered **ITEM 5.A.** Building Activity Report, July 2011
Report was accepted.

Vice Chair Weir: What is 451-453 CDR?

Deputy City Clerk Minami: Tenant Improvement at Stone Creek Center, will be
a 24 hour pet hospital and specialist.

There were no public comments received.

NEW BUSINESS:

The Commission considered **ITEM 6.A.**,

Project Name: Scott Hudson/Susan Phillips

File Number: ARC 11-05

Site Location: 983 Portola Drive

Planning Area: APN#012-491-001

Environmental Status: Categorically Exempt

Project Description: Requesting Architectural Review to construct a 12'x12' sunroom addition to back of single family dwelling and to add fencing to create a side yard on south east corner of property. Materials and colors to match existing residence.

Recommended Action: Analyze provided material, make appropriate findings and give direction to staff.

Commissioner Larson owns property within 500 feet of the project site and steps down from dais.

Mike LaPage, Contractor for the Applicant: After having the survey performed, they are proposing that the 12'x12' sunroom change to a 10'x13' sunroom, because the 12'x12' original plan goes into the setback. Hands photo to the Commission. Describes project and why applicant needs to extend the side yard fence extended for more room for gardening. The proposed fence is 34' from the north east corner and they already pulled it back, as so it wouldn't hinder the view of the neighbors. Mrs. Phillips has already paid to have the existing fence built in the back that is the same on both sides, it's a "very neighbor" friendly fence.

Commissioner Thayer: Materials won't match, as stated in the description of project. It's prefabricated and it will be different materials.

Mike LaPage: Vinyl siding and aluminum will be an almond color and will slightly match the color of the existing house.

Vice Chair Weir: Letter states that the neighbor is concerned about small decorative white fence having to come down.

Public Comment:

Victor Garcia, 3 Tweed Place: In addition to the letter, wants to add that his house is the last house before Seaside, and susceptible to crime. With a fence, his family will be more "cut off" from the street and Del Rey Oaks, feels that it is a public safety issue.

Deputy City Clerk Minami: Handed the pictures that the residents of 3 Tweed sent via e-mail.

Commissioner Jaksha: Would the applicant be willing to drop the height to 5 feet? It's "six of one and half a dozen of another", because if someone wants to hide behind something they will, even a three foot shrub. Applicant has already made a concession.

Commissioner Hayworth: Will they have to re-submit because of the size difference? Referred to dispute letter, drove around to notice if there are other fences like the proposed, and there are several in his neighborhood.

Deputy City Clerk Minami: They would not have to resubmit for design review, but they will have to make the mentioned changes, for the plan check procedure.

Commissioner Lucido: The letter from Chief Langford states that public safety is not an issue, and that makes a huge difference to hear that. Fence meets the requirements according to the Municipal Code. A site survey is a must, and would have answered a lot of questions tonight.

Deputy City Clerk Minami: Both the home owner and the contractor were notified of the site survey requirement.

Public Comment:

Victor Garcia, 3 Tweed Place: His wife read somewhere that the neighbor has to approve of the project, or it can't be done.

Vice Chair Weir: Explains the appeal process, if the neighbor isn't satisfied with outcome of the decision.

Commissioner Lucido: We don't need the neighbor's approval.

City Attorney Callihan: Nothing in the code regarding neighbor's approval, just the appeal process when they don't approve.

Mike LaPage: They placed the site markers and thought that would be enough. Trying to save the home owner money. If the Commission wants to go above and beyond that, they would be willing to do a site survey. Usually with City Inspectors, site markers are enough.

Commissioner Lucido: Again, a site survey would have made this process easier and answered questions regarding who's land the new fence will be on. Del Rey Oaks is different than other Cities, as we have building requirements that we request to be followed. It's not going above and beyond, it's doing what is asked.

Mike LaPage: Tried working with neighbors and they are willing to bring it back more if necessary.

Commissioner Thayer: The neighbors need to work it out, not our responsibility.

Mike LaPage: Asks if the neighbor is fine with the fence, and they would be glad to bring it in a bit if he wants.

Victor Garcia: Likes the process and would be glad to talk to Mrs. Phillips about fence.

City Attorney Callihan: This is the time to evaluate the application in front of Commission. Not the Commission's responsibility to figure out the fence issue.

Vice Chair Weir: View is improved with the new fence it's better than what is there now; cars, garbage cans, and dirt. Glad that Chief Langford inspected.

Motion by Commissioner Thayer to approve item #6.A: Scott Hudson/Susan Phillips, ARC #11-05, 983 Portola Drive, APN #012-491-001, Environmental Status is Categorically Exempt, with the condition that a site survey is submitted and meets the building requirements of the City, also the plans will include the changes discussed tonight, *seconded by Commissioner Hayworth.*

Mike LaPage: Is the fence approved tonight?

Vice Chair Weir: Yes.

There were no other comments received

Motion passed 5-0

Commissioner Larson returns to the dais.

OLD BUSINESS: None

ANNOUNCEMENTS/COMMENTS:

Commissioner Jaksha: Garage Sale was a huge success, next is the picnic.

Commissioner Larson: Great job on the garage sale.

Commissioner Lucido: The reason he wasn't in town for the garage sale is that his wife was doing a "one woman play" in Hollywood that weekend. Next she will be at the Wharf Theater. All proceeds go to the Seaside Women's Crisis Center.

NEXT MEETING: Wednesday, September 14, 2011 at 6:00 p.m.

6:50 p.m. Meeting Adjourned

Approved:

CITY OF DEL REY OAKS
Claims Report
 August 2011

Date	Num	Name	Memo	Amount
AFLAC 8/10/2011	12376	AFLAC	Premiums-employee paid-INV. 158755 (AUGUST PRE...	281.80
8/30/2011	12398	AFLAC	Premiums-employee paid-INV. 591805 (SEPTEMBER ...	281.80
Total AFLAC				563.60
ALLIANT INSURANCE 8/30/2011	12399	ALLIANT INSURAN...	VEHICLE INSURANCE 7/1/11-7/1/12	1,982.40
Total ALLIANT INSURANCE				1,982.40
BAY SERVICE AUTOMOTIVE 8/30/2011	12400	BAY SERVICE AUT...		1,635.78
Total BAY SERVICE AUTOMOTIVE				1,635.78
BROWNELLS, INC. 8/30/2011	12401	BROWNELLS, INC.	MISC. POLICE EQUIP. INV. 06745848.00	151.40
Total BROWNELLS, INC.				151.40
CALIFORNIA-AMERICAN WATER 8/30/2011	12402	CALIFORNIA-AMER...	6/21-7/21/11 WATER	267.18
Total CALIFORNIA-AMERICAN WATER				267.18
CALIFORNIA TOWING 8/10/2011	12377	CALIFORNIA TOWI...	TOW SERVICE 6/2/11	180.00
Total CALIFORNIA TOWING				180.00
CO-POWER 8/30/2011	12403	CO-POWER	SEPT 11 DELTA DENTAL PREMIUM	2,076.59
Total CO-POWER				2,076.59
COMCAST HIGH SPEED INTERNET 8/10/2011	12378	COMCAST HIGH SP...	INTERNET JULY 2011	66.61
Total COMCAST HIGH SPEED INTERNET				66.61
CONSOLIDATED ELECTRICAL 8/30/2011	12404	CONSOLIDATED EL...	ELEC. SUPPLIES	78.79
Total CONSOLIDATED ELECTRICAL				78.79
CRYSTAL SPRINGS WATER CO. 8/30/2011	12405	CRYSTAL SPRINGS ...	ACCT 056258/WATER/ JULY 2011	96.92
Total CRYSTAL SPRINGS WATER CO.				96.92
DUPLICATION CONNECTION 8/30/2011	12406	DUPLICATION CON...	COPY OF MEETING MINUTES (CASSETTE TO CD)	43.30
Total DUPLICATION CONNECTION				43.30
ENTERSECT CORPORATION 8/30/2011	12407	ENTERSECT CORPO...	INV. 39569 POLICE ONLINE SERVICE-JULY 2011	79.00

CITY OF DEL REY OAKS
Claims Report
 August 2011

Date	Num	Name	Memo	Amount
Total INTERSECT CORPORATION				79.00
FIRST CHOICE SERVICES				
8/30/2011	12408	FIRST CHOICE SER...	Coffee and condmtns	81.30
Total FIRST CHOICE SERVICES				81.30
FIRST NATIONAL BANK CHARGE				
8/31/2011		FIRST NATIONAL B...	BANK FEES	96.94
Total FIRST NATIONAL BANK CHARGE				96.94
GLOBALSTAR USA				
8/30/2011	12409	GLOBALSTAR USA	SATELITE PHONE	26.98
Total GLOBALSTAR USA				26.98
HOME DEPOT CRC				
8/10/2011	12379	HOME DEPOT CRC	ACCT. # 6035 3220 0248 6219	562.95
Total HOME DEPOT CRC				562.95
HYDRO TURF				
8/30/2011	12410	HYDRO TURF	LANDSCAPING TOOLS AND SUPPLIES	139.34
Total HYDRO TURF				139.34
I.M.P.A.C.GOVERNMT SER				
8/30/2011	12411	I.M.P.A.C.GOVERN...	ACCT. 4246044555649924 JULY 2011	839.63
Total I.M.P.A.C.GOVERNMT SER				839.63
IE SOLUTIONS				
8/10/2011	12380	IE SOLUTIONS	INV. 11-1079 QUICK BOOKS CONSULTING-AUDIT	262.50
8/30/2011	12412	IE SOLUTIONS	INV. 11-1092 QUICK BOOKS CONSULTING-AUDIT	675.00
Total IE SOLUTIONS				937.50
JAMES DE CHALK				
8/30/2011	12413	JAMES DE CHALK	JULY 2011	300.00
Total JAMES DE CHALK				300.00
JOE JOHNSON				
8/15/2011	12388	JOE JOHNSON	Wellness Reimbursement	700.00
Total JOE JOHNSON				700.00
KENNETH JENSEN				
8/30/2011	12394	KENNETH JENSEN	PARK RENTAL FEE REFUND (RENTED FOR 9/24/11)	50.00
Total KENNETH JENSEN				50.00
LANGFORD, RONALD J.				
8/30/2011	12395	LANGFORD, RONA...	REIM. FOR OFFICER PHYSICAL.2011	445.00
Total LANGFORD, RONALD J				445.00
M&S BUILDING SUPPLY, INC.				

CITY OF DEL REY OAKS
Claims Report
 August 2011

Date	Num	Name	Memo	Amount
8/30/2011	12414	M&S BUILDING SUP...	SUPPLIES FOR PD JULY 2011	32.43
Total M&S BUILDING SUPPLY, INC.				32.43
8/30/2011	12415	MARTINS' IRRIGATI...	IRRIGATION SUPPLIES	108.39
Total MARTINS' IRRIGATION SUP				108.39
8/30/2011	12396	MARYBELL FERNA...	PARK RENTAL REFUND 8/21/11	150.00
Total MARYBELL FERNANDEZ				150.00
8/30/2011	12397	MITESH PATEL	REIMBURSEMENT FOR GRANT WRITING SEMINA...	724.07
Total MITESH PATEL				724.07
8/30/2011	12416	MONTEREY AUTO SUPPLY INC.	MONTEREY AUTO ...	525.28
Total MONTEREY AUTO SUPPLY INC.				525.28
8/30/2011	12417	MONTEREY BAY AREA INSURANCE FUND	MONTHLY INSTALLMENT FOR W/C LOAN \$3304 L...	14,437.77
Total MONTEREY BAY AREA INSURANCE FUND				14,437.77
8/30/2011	12418	MONTEREY COUNTY WEEKLY CLASSIFIEDS	PC VACANCY NOTICE 7/28/11	119.00
Total MONTEREY COUNTY WEEKLY CLASSIFIEDS				119.00
8/30/2011	12419	MRWPCA	City Collection 7/1/11-8/31/11	28.95
Total MRWPCA				28.95
8/10/2011	12381	NEXTEL COMMUNICATION	NEXTEL RADIO- CLK/PW/PD/CM	427.04
Total NEXTEL COMMUNICATION				427.04
8/10/2011	12382	OFFICE DEPOT	OFFICE DEPOT	119.26
8/30/2011	12420	OFFICE DEPOT	OFFICE DEPOT	1,028.90
Total OFFICE DEPOT				1,148.16
8/30/2011	12421	OFFICE EQUIPMENT FINANCE SERVICES	LEASE PAYMENT FOR COPIER-AUG 11 INV. 18156...	270.11
Total OFFICE EQUIPMENT FINANCE SERVICES				270.11
8/30/2011	12422	ORCHARD SUPPLY	RED BULL SUPPLIES 2011	392.63
Total ORCHARD SUPPLY				392.63

CITY OF DEL REY OAKS
Claims Report
 August 2011

Date	Num	Name	Memo	Amount
P.E.R.S.-HEALTH 8/30/2011	12423	P.E.R.S.-HEALTH	HEALTH PREMIUM SEPT 2011	13,314.75
Total P.E.R.S.-HEALTH				13,314.75
PG&E 8/30/2011	12424	PG&E	GAS 6/15/11-7/16/11 ELEC 6/15/11-7/26/11	2,503.34
Total PG&E				2,503.34
PG&E-GJM&218 8/30/2011	12425	PG&E-GJM&218	6817283169-2	39.98
Total PG&E-GJM&218				39.98
PITNEY BOWES PURCHASE POWER 8/30/2011	12426	PITNEY BOWES PU...	POSTAGE ACCT. 8000900003463050	249.31
Total PITNEY BOWES PURCHASE POWER				249.31
QuickBooks Payroll Service				
8/12/2011		QuickBooks Payroll S...	Monthly processing fee for August 2011	69.00
8/12/2011		QuickBooks Payroll S...	No state fee for CA for August 2011	24.00
8/12/2011		QuickBooks Payroll S...	Fee for 16 employee(s) paid	15.00
8/12/2011		QuickBooks Payroll S...	Fee for 12 direct deposit(s) at \$1.25 each	1,582.90
8/12/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/10/2011	480.32
8/12/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/10/2011	26,900.74
8/12/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/10/2011	5,300.00
8/12/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/10/2011	580.38
8/12/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/10/2011	580.38
8/12/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/10/2011	38.07
8/12/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/10/2011	25.79
8/12/2011		QuickBooks Payroll S...	Fee for 1 employee(s) paid	1.50
8/12/2011		QuickBooks Payroll S...	Fee for 1 direct deposit(s) at \$1.25 each	1.25
8/12/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/10/2011	14.13
8/12/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/10/2011	1,145.81
8/12/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/10/2011	17.07
8/12/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/10/2011	17.07
8/30/2011		QuickBooks Payroll S...	Fee for 5 employee(s) paid	7.50
8/30/2011		QuickBooks Payroll S...	Fee for 1 direct deposit(s) at \$1.25 each	1.25
8/30/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/29/2011	7.50
8/30/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/29/2011	93.15
8/30/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/29/2011	0.60
8/30/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/29/2011	302.74
8/30/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/29/2011	9.06
8/30/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/29/2011	9.06
8/30/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/29/2011	38.75
8/30/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/29/2011	26.25
8/30/2011		QuickBooks Payroll S...	Fee for 15 employee(s) paid	22.50
8/30/2011		QuickBooks Payroll S...	Fee for 12 direct deposit(s) at \$1.25 each	15.00
8/30/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/29/2011	1,537.66

CITY OF DEL REY OAKS
Claims Report
 August 2011

Date	Num	Name	Memo	Amount
8/30/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/29/2011	357.39
8/30/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/29/2011	26,934.84
8/30/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/29/2011	5,194.00
8/30/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/29/2011	568.83
8/30/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/29/2011	568.83
8/30/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/29/2011	38.76
8/30/2011		QuickBooks Payroll S...	Created by Payroll Service on 08/29/2011	26.26
Total QuickBooks Payroll Service				72,553.34
RYAN RANCH PRINTERS				
8/30/2011	12427	RYAN RANCH PRIN...	LETTERHEAD ENVELOPES AND LETTERHEAD ST...	700.64
Total RYAN RANCH PRINTERS				700.64
SHELL OIL COMPANY				
8/30/2011	12428	SHELL OIL COMPA...	ACCT 079-056-693-FUEL FOR JULY 2011	227.87
Total SHELL OIL COMPANY				227.87
SPCA OF MONTEREY COUNTY				
8/30/2011	12429	SPCA OF MONTERE...	JUNE 11 ANIMAL SERVICES	50.96
Total SPCA OF MONTEREY COUNTY				50.96
SUNSTAR MEDIA				
8/30/2011	12430	SUNSTAR MEDIA	WEBSITE MONTHLY WEB SERVICE PER CONTRA...	95.00
Total SUNSTAR MEDIA				95.00
TERMINIX				
8/30/2011	12431	TERMINIX	PEST CONTROL AND MAINTENANCE-6/2011	59.00
Total TERMINIX				59.00
THE HERALD				
8/30/2011	12432	THE HERALD	ORD 274 7/20/11	340.68
Total THE HERALD				340.68
VSP				
8/30/2011	12433	VSP	VISION PLAN SEPT 2011	164.10
Total VSP				164.10
ZENDA HEATING AND SHEETMETAL,INC				
8/10/2011	12383	ZENDA HEATING A...	REFUND OF BUSINESS LICENSE FEE-DIDNT RENE...	20.00
Total ZENDA HEATING AND SHEETMETAL,INC				20.00
TOTAL				120,084.01

CITY OF DEL REY OAKS
FISCAL YEAR 2011/2012 BUDGET VS ACTUAL

2 Months Ended Aug 31, 2011

	Actual Total FY 2011-2012	Budget FY2011-2012	% of Amount Budget
Revenue			
PROPERTY TAXES			
P/T-SECURED	\$ -	\$ 341,618.00	0%
P/T-UNITARY TAX	\$ -	\$ 5,666.00	0%
P/T-UNSECURED	\$ -	\$ 13,736.00	0%
P/T-SB813	\$ -	\$ 2,850.00	0%
P/T-PRIOR SECURED	\$ -	\$ 16,652.00	0%
PROPERTY TAX - VLF	\$ -	\$ 115,208.00	0%
P/T-INT/PENAL	\$ -	\$ 176.00	0%
P/T - ADMINISTRATIVE FEE	\$ -	\$ (7,946.00)	0%
TOTAL PROPERTY TAXES	0.00	487,960.00	0.00 %
OTHER TAXES			
SALES TAX	\$ 36,400.00	\$ 275,468.00	13%
SALES TAX IN LIEU - 3-FLIP	\$ -	\$ 80,969.00	0%
Sales Tax - Add On	\$ 56,500.00	\$ 446,166.00	13%
COP MONIES	\$ 25,000.00	\$ 100,000.00	25%
PROPERTY TRANSFER TAX	\$ -	\$ 3,360.00	0%
GAS FRANCHISES	\$ -	\$ 4,944.00	0%
ELECTRIC FRANCHISES	\$ -	\$ 16,497.00	0%
GARBAGE FRANCHISES	\$ 14,491.06	\$ 40,467.00	36%
CABLE TV FRANCHISES	\$ 5,976.29	\$ 24,212.00	25%
WATER FRANCHISES	\$ -	\$ 7,873.00	0%
SEWER IMPACT	\$ -	\$ 8,615.00	0%
TOTAL OTHER TAXES	138,367.35	1,008,571.00	13.72 %
LICENSES & PERMITS			
BUSINESS LICENSES	\$ 163,582.53	\$ 174,397.00	94%
BUILDING PERMITS	\$ 3,740.75	\$ 8,288.00	45%
PLAN CHECK FEES	\$ 2,051.42	\$ 3,715.00	55%
STREET OPENING PERMITS FEES	\$ (100.00)	\$ 630.00	-16%
PLUMBING PERMITS	\$ -	\$ 1,764.00	0%
ELECTRICAL PERMITS	\$ 100.00	\$ 735.00	14%
SB 1473 STATE SURCHG ON PERMITS	\$ 15.00	\$ -	
OTHER LICENSES/PERMITS	\$ 31.79	\$ 500.00	6%
TOTAL LICENSES & PERMITS	169,421.49	190,029.00	89.16 %
FINES & FORFEITURES			
VEHICLE CODE FINES	\$ 3,450.50	\$ 17,073.00	20%
TOTAL FINES & FOREITURES	3,450.50	17,073.00	20.21 %
INTEREST EARNED			
INTEREST EARNED	\$ 508.37	\$ 2,755.00	18%
TOTAL INTEREST EARNED	508.37	2,755.00	18.45 %

CITY OF DEL REY OAKS
FISCAL YEAR 2011/2012 BUDGET VS ACTUAL
2 Months Ended Aug 31, 2011

OTHER AGENCY REVENUE			
MOTOR VEHICLE LICENSE FEE(MVLF)	\$ 3,487.71	\$ 5,106.00	68%
HOPTR	\$ -	\$ 1,276.00	0%
PROP 172	\$ 1,758.90	\$ 6,410.00	27%
GRANTS	\$ -	\$ 8,000.00	0%
TRAFFIC CONGESTION RELIEF-AB438	\$ -	\$ 4,337.00	0%
POLICE GRANTS OTHER AGENCIES	\$ -	\$ 8,400.00	0%
TOTAL OTHER AGENCY REVENUE	5,246.61	33,529.00	15.65 %
CURRENT SERVICES			
USE PERMITS	\$ 1,890.00	\$ 4,436.00	43%
MAPS/PUBLICATIONS	\$ 260.00	\$ 163.00	160%
RENTAL INCOME	\$ 1,701.00	\$ 9,824.00	17%
POLICE REPORTS	\$ 146.00	\$ 854.00	17%
PROPERTY INSPECTIONS	\$ 200.00	\$ 1,995.00	10%
POLICE SERVICES	\$ 2,750.00	\$ 15,398.00	18%
PUBLIC EVENTS	\$ 44,950.00	\$ 47,544.00	95%
MISCELLANEOUS SERVICES	\$ 8.67	\$ 7,545.00	0%
PD DONATIONS	\$ 2,917.92	\$ 5,250.00	56%
TOTAL CURRENT SERVICES	54,823.59	93,009.00	58.94 %
PARKS/RECREATION			
PARK RENTAL	\$ 800.00	\$ 5,460.00	15%
RV RENTAL PARKS	\$ 4,880.00	\$ 25,846.00	19%
TOTAL PARKS & RECREATION	5,680.00	31,306.00	18.14 %
OTHER			
GAS TAX 2107	\$ 2,082.10	\$ 18,864.00	11%
GAS TAX 2106	\$ 1,400.77	\$ 7,618.00	18%
GAS TAX 2107.5	\$ 1,000.00	\$ 1,050.00	95%
GAS TAX 2105	\$ 1,417.82	\$ 7,960.00	18%
TOTAL OTHER	5,900.69	35,492.00	16.63 %
Total Revenue	\$ 383,398.60	\$ 1,899,724.00	20%

CITY OF DEL REY OAKS
FISCAL YEAR 2011/2012 BUDGET VS ACTUAL
2 Months Ended Aug 31, 2011

Expenditures			
Payroll & Benefits			
OVERTIME	\$ 5,125.60	\$ 20,000.00	26%
PAYROLL	\$ 159,033.63	\$ 843,528.00	19%
COUNCIL MEMBER STIPEND	\$ 1,000.00	\$ 6,000.00	17%
RESERVES PAYROLL	\$ 8,250.95	\$ 30,000.00	28%
PERS	\$ 7,362.43	\$ 157,260.00	5%
MEDICARE	\$ 2,510.13	\$ 12,000.00	21%
DENTAL EXPENSE	\$ 4,173.18	\$ 29,019.00	14%
HEALTH INS	\$ 26,633.50	\$ 165,864.00	16%
VISION INS	\$ 482.56	\$ 1,581.00	31%
WORKERS COMP	\$ 41,720.54	\$ 175,000.00	24%
WELLNESS PROGRAM	\$ 2,391.21	\$ 8,000.00	30%
UNIFORM ALLOWANCE	\$ 2,000.00	\$ 5,500.00	36%
TOTAL PAYROLL & BENEFITS	\$ 260,683.73	\$ 1,453,752.00	18%
Payroll Expenses			
Payroll Expenses	\$ 403.02	\$ 1,951.00	21%
TOTAL PAYROLL EXPENSES	\$ 403.02	\$ 1,951.00	21%
Bank Service Charges			
Bank Service Charges	\$ 261.10	\$ 1,583.00	16%
TOTAL BANK SERVICE CHARGES	\$ 261.10	\$ 1,583.00	16%
SUPPLIES			
MATERIALS/SUPPLY	\$ 5,861.06	\$ 21,500.00	27%
AMMUNITION (PD Donation Pd for most)	\$ 6,516.86	\$ 5,000.00	130%
OFFICE SUPPLIES	\$ 1,249.25	\$ 12,000.00	10%
SPECIAL SUPPLY POLICE	\$ 936.83	\$ 5,000.00	19%
TOTAL SUPPLIES	\$ 14,564.00	\$ 43,500.00	33%
UTILITIES & SERVICES			
REPAIR/MAINTENANCE	\$ 4,306.48	\$ 24,315.00	18%
STREET SWEEPING	\$ 2,497.78	\$ -	
GABILAN CREW	\$ 872.58	\$ 2,052.00	43%
UTILITIES/PGE	\$ 1,137.37	\$ 7,252.00	16%
UTILITIES/WATER	\$ 296.13	\$ 2,470.00	12%
TELEPHONE / INTERNET	\$ 1,773.05	\$ 13,791.00	13%
WEBSITE DESIGN & MAINTENANCE	\$ 190.00	\$ 4,500.00	4%
POSTAGE / SHIPPING	\$ 725.99	\$ 1,837.00	40%
TRAVEL/CONFERENCE	\$ 773.18	\$ 11,298.00	7%
MEMBER/DUES/CONTRIBUTIONS	\$ 3,858.08	\$ 9,573.00	40%
AD/PROMOTION CITY CNCL	\$ 1,000.70	\$ 2,111.00	47%
LEGAL ADVERT NON-DEPT	\$ -	\$ 215.00	0%
MEETING CITY CNCL	\$ 43.30	\$ 952.00	5%
BOOK/PERIODICAL	\$ -	\$ 140.00	0%
TOTAL UTILITIES & Services	\$ 17,474.64	\$ 80,506.00	22%

CITY OF DEL REY OAKS
FISCAL YEAR 2011/2012 BUDGET VS ACTUAL
2 Months Ended Aug 31, 2011

OUTSIDE SERVICES			
TRAINING POLICE	\$ 1,305.00	\$ 8,632.00	15%
OTHER PERMITS PW/ENGR	\$ 300.00	\$ 3,735.00	8%
LIABILITY/PROP NON-DPT	\$ 4,004.40	\$ 25,000.00	16%
CONTRACTUAL AUDIT	\$ -	\$ 25,000.00	0%
DATA PROCESSING	\$ 1,637.50	\$ 3,850.00	43%
CONTRACTUAL SVCS PLANNING	\$ 1,205.66	\$ 2,500.00	48%
CONTRACTUAL SVCS - LEGAL	\$ -	\$ 9,992.00	0%
CONTRL RETAINER LEGAL	\$ 2,047.49	\$ 10,360.00	20%
JANITORIAL FUND	\$ 300.00	\$ 3,250.00	9%
RADIO DISPATCH POLICE	\$ 40,106.00	\$ 38,260.00	105%
COMM HUM SERV NON-DEPT	\$ 3,100.00	\$ 3,057.00	101%
TOTAL OUTSIDE SERVICES	\$ 54,006.05	\$ 133,636.00	40%
AUTO OPERATION			
AUTO OPS - SUPPLIES / EQUIP	\$ 167.77	\$ 1,160.00	14%
AUTO OPS - FUEL	\$ 227.87	\$ 18,393.00	1%
AUTO REPAIR/MAINTENANCE	\$ 2,239.00	\$ 9,357.00	24%
AUTO LEASE PAYMENTS	\$ -	\$ 12,250.00	0%
TOTAL AUTO OPERATION	\$ 2,634.64	\$ 41,160.00	6%
POLICE AND FIRE			
FUND JAIL & PRISONER	\$ 111.34	\$ 1,238.00	9%
ACJIS SYSTEM POLICE	\$ 1,845.54	\$ 5,405.00	34%
ANIMAL REGULATION FIRE	\$ 287.12	\$ 2,724.00	11%
FIRE SEASIDE	\$ 32,684.20	\$ 116,000.00	28%
TOTAL POLICE & FIRE	\$ 34,928.20	\$ 125,367.00	28%
STREETS & STORM WATER			
S.M.I.P.	\$ 6.46	\$ 51.00	13%
SB 1473	\$ 3.60	\$ -	
STREET LIGHTING	\$ 1,444.47	\$ 14,163.00	10%
STORM WATER PROJECT - PHASE 4	\$ -	\$ 5,480.00	0%
TOTAL STREETS & STORM WATER	\$ 1,454.53	\$ 19,694.00	7%
TOTAL EXPENDITURES	\$ 386,409.91	\$ 1,901,149.00	20%
Total Revenue	\$ 383,398.60		
Total Expenditures	\$ 386,409.91		
Total Operating Revenue Less			
Expenditures this fiscal year to date	\$ (3,011.31)		

CITY OF DEL REY OAKS
FISCAL YEAR 2011/2012 BUDGET VS ACTUAL
 2 Months Ended Aug 31, 2011

CAPTIAL OUTLAY FOR FISCAL YEAR 2011-2012			
Other Income			
Portola/Carlton (Prop 1B) CIP	\$ -	\$ 400,000.00	0%
Total Other Income	\$ -	\$ 400,000.00	0%
Other Expenses			
CAPITAL OUTLAY	\$ -	\$ -	
PORTOLA / CARLTON (PROP 1B)	\$ -	\$ 400,000.00	0%
Total Other Expenses	\$ -	\$ 400,000.00	0%

**CITY OF DEL REY OAKS
CASH FUNDS BALANCE REPORT
AS OF AUGUST 31, 2011**

CITY OF DEL REY OAKS		
CASH BALANCES AS OF AUGUST 31, 2011		
	1000 · GENERAL CHECKING	\$35,718.24
	1008 · LAIF CITY - 246	\$269,485.30
	Total City Checking/Savings	\$305,203.54
REDEVELOPMENT AGENCY		
CASH BALANCES AS OF AUGUST 31, 2011		
	10-1001 · GENERAL CHECKING	\$0.00
	10-1003 · DUFFY EIR/CEQA CHECKING	\$0.00
	10-1002 · LAIF RDA ACCOUNT	\$412.81
	Total RDA Checking/Savings	\$412.81
GRAND TOTAL CASH BALANCES		\$305,616.35



FIRE DEPARTMENT

1635 Broadway Avenue
Seaside, CA 93955

Telephone (831) 899-6790
FAX (831) 899-6261

September 1, 2011

Chief Langford
Del Rey Oaks City Hall
650 Canyon Del Rey
Del Rey Oaks, CA 93940

Dear Chief Langford:

Enclosed is a copy of the response reports for the Seaside Fire Department response to Del Rey Oaks for the period of August 1, 2011 through August 31, 2011.

The City of Del Rey Oaks will be billed for the following incident numbers:

Incident #
11-0001438
11-0001469

There are a total of two fire calls for the month of August. If you have any questions, please contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Melissa Failauga".

Melissa Failauga
Facility Receptionist
CC: File

Seaside Fire Department

Incident List by Alarm Date/Time

Alarm Date Between {08/01/2011} And {08/31/2011}
and District = "029 "

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
11-0001348-000	08/10/2011	13:27:00	1101 ROSITA RD /Del Rey O	611 Dispatched & cancelled en ro
11-0001389-000	08/16/2011	14:27:00	25 WORK AVE /Del Rey Oaks	611 Dispatched & cancelled en ro
11-0001430-000	08/22/2011	20:32:00	7 BORONDA WAY /Del Rey Oa	6111 Cancelled upon arrival, no
11-0001438-000	08/24/2011	08:41:00	19 WORK AVE /Del Rey Oaks	321 EMS call, excluding vehicle
11-0001469-000	08/28/2011	14:06:00	45 LOS ENCINOS DR /Del Re	321 EMS call, excluding vehicle
11-0001479-000	08/30/2011	07:36:00	13 LOS ENCINOS DR	6111 Cancelled upon arrival, no

Total Incident Count

2

total = 2 calls



Del Rey Oaks Police Department
 Monthly Report of Activity
 August – 2011
 Completed By: Ron Langford, COP

ARRESTS

Prior Year

Prior Year

<i>Felony Arrests</i>	02	
<i>Misdemeanor Arrests</i>	03	
<i>Warrant Arrests (OJ)</i>		
TOTAL ARRESTS	05	06

<i>Simple Assault</i>	02	
<i>Domestic Violence</i>		
<i>Weapon Involved</i>		
TOTAL ASSAULTS	02	00

REPORTS FILED:

19	27
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TRAFFIC ACCIDENTS:

Prior Year

<i>Non-Injury Accidents</i>	05	
<i>Injury Accidents</i>	01	
TOTAL ACCIDENTS	06	02

BURGLARIES:

Prior Year

<i>Residential</i>		
<i>Commercial</i>		
<i>From Locked Vehicle</i>		
<i>Other</i>		
TOTAL BURGLARIES	00	00

TOWED & STORED VEHICLES:

Prior Year

03	10
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ALARMS:

Prior Year

<i>Residential</i>		
<i>Commercial</i>		
TOTAL ALARMS	00	00

GRAND & PETTY THEFTS:

Prior Year

<i>Residential</i>		
<i>Commercial</i>		
<i>Shoplifting</i>	01	
<i>From Motor Vehicle</i>		
<i>Other</i>		
TOTAL THEFTS	01	04

DUI ENFORCEMENT:

Prior Year

02	01
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CITATIONS ISSUED:

Prior Year

<i>Traffic Citations Issued</i>	29	
<i>Parking Citations Issued</i>		
<i>Admin Citations Issued</i>		
TOTAL CITATION ISSUED	29	32

RESOLUTION NO. 2011-17

A RESOLUTION OF THE DEL REY OAKS CITY COUNCIL APPROVING THE AGREEMENT FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES

WHEREAS, the City of Del Rey Oaks desires to utilize the City of Monterey for plan review services, inspections of buildings related to approved plans and all applicable building-related codes, and administrative assistance related to these services, as outlined in detail in the attached Exhibit A; and

WHEREAS, Monterey is willing and qualified to provide such services to Del Rey Oaks upon the terms and conditions set forth in the Agreement; and

WHEREAS, California Government Code section 54981 provides the City Councils of Monterey and Del Rey Oaks with the authority to contract for performance of municipal services by the former within the territory of the later; and

WHEREAS, the City of Monterey authorized this agreement on June 7, 2011 by the passage of Resolution No. 11-073.

NOW, THEREFORE, BE IT RESOLVED that the City of Del Rey Oaks authorizes this agreement as set forth in Exhibit A.

Passed and adopted as a resolution of the City Council of the City of Del Rey Oaks at a meeting held on September 27th, 2011.

AYES:

NOES:

ABSENT:

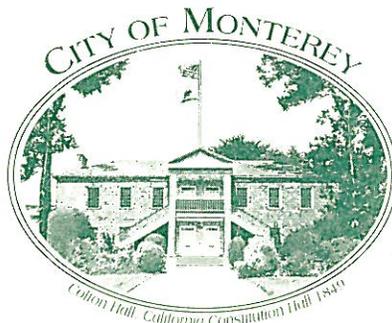
ABSTAIN:

APPROVED:

Jerry B. Edelen, Mayor

ATTEST:

Daniel Dawson, City Clerk



August 18, 2011

BUILDING SAFETY & INSPECTION

City of Del Rey Oaks
Daniel Dawson
650 Canyon Del Rey
Del Rey Oaks, CA 93940

Dear Mr. Dawson:

Enclosed please find Agreement for Building Inspection and Plan Review Services between the City of Monterey and City of Del Rey Oaks.

Please sign where indicated, and return original to:

City of Monterey
Permit and Inspection Services division
Attn: Lisa Feliciano
City Hall
Monterey, CA 93940

Should you have any questions concerning this matter, please contact our office at 831-646-3891.

Sincerely,

John D. Kuehl
Chief of Inspection Services/Building Official

Lisa J. Feliciano
Administrative Assistant, II

JDK:lf

enc: Agreement for Building Inspection and Plan Review Services

**AGREEMENT FOR BUILDING INSPECTION
AND PLAN REVIEW SERVICES**

City of Monterey and City of Del Rey Oaks

THIS AGREEMENT for Building Inspection and Plan Review Services is made and entered into this 18th day of August, 2011, by and between the City of Monterey (hereinafter "Monterey"), a municipal corporation, as the service provider, and the City of Del Rey Oaks, a municipal corporation (hereinafter "Del Rey Oaks").

WHEREAS, Del Rey Oaks desires to utilize the City of Monterey for plan review services, inspections of buildings related to approved plans and all applicable building-related codes, and administrative assistance related to these services, as outlined in detail in the attached Exhibit A; and

WHEREAS, Monterey is willing and qualified to provide such services to Del Rey Oaks upon the terms and conditions set forth herein; and

WHEREAS, California Government Code section 54981 provides the City Councils of Monterey and Del Rey Oaks with the authority to contract for performance of municipal services by the former within the territory of the later; and

WHEREAS, the City of Monterey authorized this agreement on June 7, 2011 by the passage of Resolution No. 11-073; and

WHEREAS, the City of Del Rey Oaks authorized this agreement on [_____, 2011] by the passage of Resolution No. [_____].

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, Monterey and Del Rey Oaks agree as follows:

1. **SERVICES TO BE PROVIDED.** The City of Del Rey Oaks hereby engages Monterey to perform, and Monterey hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement.

1.01. **FINAL DECISION AUTHORITY.** Del Rey Oaks's City Manager, or designee, shall have final decision authority over the results of the services performed on behalf of Del Rey Oaks, and all work performed by Monterey shall be to the satisfaction of Del Rey Oaks's City Manager or designee. In instances where a dispute arises over the City Manager or designee's determination, Del Rey Oaks's City Manager or designee shall render a final decision.

1.02. **DUTIES OF MONTEREY AND DEL REY OAKS. See Exhibit A.**

1.03. **EXTRA WORK.** Monterey shall not perform extra work without written authorization from Del Rey Oaks's City Manager or designee. Any extra work so authorized shall be within the general scope of work set forth in this Agreement.

2. **PAYMENTS BY DEL REY OAKS.** Del Rey Oaks shall pay Monterey in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this agreement. Fees are generally based on percentage of fees collected by the City of Del Rey Oaks.

3. **TERM OF AGREEMENT.**

3.01. **INITIAL TERM.** The term of this Agreement shall be from August 18, 2011 through August 17, 2012, unless sooner terminated pursuant to the terms set forth in section 8 herein.

3.02. **EXTENSIONS.** This Agreement may be extended by consecutive one (1) year periods, or for shorter extension periods as agreed to by the parties, by written mutual agreement of both parties' City Managers specifying the renewal and end dates. At the time of any extension, or at any other time during the term of the Agreement, the labor rates schedule (**Exhibit A**) may be adjusted by written agreement between the City Managers of each party. Should either party decide not to extend the Agreement beyond the initial (1) year or subsequent (1) year terms, notice of such decision shall be provided to the other party no later than 12 months before the expiration date of the Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement.

Exhibit A Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.01. Monterey warrants that Monterey and Monterey's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed (if applicable) to perform the work and deliver the services required under this Agreement, and that they are not employees of Del Rey Oaks.

5.02. Monterey, its agents, employees and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. Monterey shall furnish all personnel necessary to carry out the specific services set forth in Exhibit A herein, except as otherwise specified in this Agreement. Monterey shall not use Del Rey Oaks's premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

5.04. Monterey shall perform all services set forth in Exhibit A in a timely manner consistent with the time Monterey would perform similar services within its own jurisdiction whenever possible; however, Monterey projects shall be given priority over Del Rey Oaks projects if scheduling conflicts arise and Monterey shall not be liable for any delays in performing Del Rey Oaks's work if such delays are caused by such scheduling conflicts.

6. EXCLUSIONS

- a. All discretionary reviews including, but not limited to: California Environmental Quality Act; National Environmental Protection Act; Clean Water Act; National Pollutant Discharge Elimination System Storm Water Post-Construction or local codes and regulations.
- b. Review of project submittals for compliance with conditions of approval.
- c. Inspection of projects to determine if conditions of approval have been met.

7. PAYMENT CONDITIONS.

7.01. Payment for Monterey's services under this Agreement shall be made by Del Rey Oaks upon the monthly submission to Del Rey Oaks by Monterey of an invoice for services rendered by Monterey in the preceding month. Payment shall be made within thirty (30) days after receipt of such invoice. An additional two percent (2%) will be paid as a late payment carrying charge for each thirty days of delinquency thereafter. Any disputed invoices shall be brought to Monterey's attention within ten (10) days of receipt or invoices will be deemed acceptable.

7.02. Del Rey Oaks and Monterey acknowledge that there may be partially completed projects at both the beginning and the end of term of this Agreement or any extensions thereof. There will therefore be cases when applicant fees have been paid to Del Rey Oaks prior to the beginning of the term of this Agreement but the project is completed during the term of this Agreement, resulting in Monterey providing services on a project during the term of this Agreement but not receiving a percentage of the fees paid to Del Rey Oaks for that project. There will also be cases when applicant fees are paid to Del Rey Oaks during the term of this Agreement or any extensions thereof, but the project is not completed during the term of the Agreement or any extensions thereof, resulting in Monterey receiving a percentage of the fees for that project but not completing the services on that project. Del Rey Oaks and Monterey agree that the payments to Monterey as provided in Exhibit A shall be deemed fair compensation for the work provided by Monterey during the term of this Agreement, regardless of the partially completed projects at the beginning and the end of the term of this Agreement or any extensions thereof.

7.03. Monterey shall receive payment for work performed pursuant to the payment provisions set forth in Exhibit A, regardless of whether Del Rey Oaks elects to charge fees. For projects subject to waivers of fees, Del Rey Oaks shall calculate the amount of fees otherwise due, and pay Monterey accordingly.

7.04. Monterey shall not receive reimbursement for travel expenses unless set forth in Exhibit A herein.

8. TERMINATION.

8.01. During the term of this Agreement, either party may terminate the Agreement for any reason by giving written notice of termination to the other party at least sixty (60) days prior to the effective date of termination. In the event of an adverse claim or litigation involving either party and related to the services of this Agreement, this Agreement may be terminated by either party

giving written notice at least thirty (30) days prior to the effective date of termination. Any termination notice shall set forth the effective date of termination.

8.02. Del Rey Oaks may cancel and terminate this Agreement for good cause effective immediately upon written notice to Monterey. "Good cause" includes the failure of Monterey to perform the required services at the time and in the manner provided under this Agreement. If Del Rey Oaks terminates this Agreement for good cause, Del Rey Oaks may be relieved of the payment of any consideration to Monterey, and Del Rey Oaks may proceed with the work in any manner which Del Rey Oaks deems proper. The cost to Del Rey Oaks shall be deducted from any sum due the Monterey under this Agreement.

8.03. Monterey may cancel and terminate this Agreement for good cause effective immediately upon written notice to Del Rey Oaks. "Good cause" includes but is not limited to failure of Del Rey Oaks to pay Monterey at the time and in the manner provided under this Agreement or other failure of Del Rey Oaks to fulfill its responsibilities set forth in Exhibit A herein. Termination of this Agreement pursuant to this section shall not be construed to limit Monterey's right to obtain, by any means available at law, the amount Del Rey Oaks still owes Monterey.

9. IMMUNITY.

As it is mandated by the California Building Code and Uniform Administrative Code, the Building Official is directed through employees or deputies to perform certain tasks as described in said Codes and, when acting in accordance with said Codes, is afforded certain protection from liability.

As Del Rey Oaks's authorized representative, Monterey shall be recognized as having rights to any immunities it is entitled to. In no event shall any duties contained in Exhibit A, or otherwise herein, negate any legal protections or immunities available to the parties under state or federal law. Monterey's liability, including, without limitation, that referenced in Section 10 herein, shall be limited to an amount not to exceed the fee earned for each project.

10. INDEMNIFICATION.

10.01. Each party shall indemnify, defend and hold harmless the other party, to the extent allowed by law and in proportion to fault, against any and all third-party liability for claims, demands, costs or judgments (direct, indirect, incidental or consequential) involving bodily injury, personal injury, death, property damage or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from the acts or omissions of its own officers, agents, employees or representatives carried out pursuant to the obligations of this Agreement.

10.02. Each party will protect, defend, indemnify and hold harmless the other party (including their officials, employees and agents as the same may be constituted now and from time to time hereafter) from and against any and all liabilities, losses, damages, expenses or costs, whatsoever (including reasonable attorneys' fees, costs and expenses), which may arise against or be incurred by the other party as a result of or in connection with any actual or alleged breach of this Agreement by either party.

10.03. These indemnity provisions shall survive the termination or expiration of this Agreement. Further, each party will be liable to the other party for attorneys' fees, costs and expenses, and all other costs and expenses whatsoever, which are incurred by the other party in enforcing these indemnity provisions.

11. **INSURANCE.**

11.01 Each party shall maintain in effect, at its own cost and expense, the following insurance coverage provided either through a bonafide program of self-insurance, commercial insurance policies, or any combination thereof as follows:

11.02 Commercial General Liability or Public Liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Each party shall prove that is self insured to the limits specified or have its insurance policy endorsed to name the other party additionally insured.

- a. Auto Liability including owned, leased, non-owned, and hired automobiles, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b. If a party employs others in the performance of this Agreement, that party shall maintain Workers' Compensation in accordance with California Labor Code section 3700 with a minimum of \$1,000,000 per occurrence for employer's liability, for the duration of time that such workers are employed.
- c. Each party shall maintain in effect throughout the term of this agreement all risk property insurance, excluding earthquake and flood, on all permanent property of an insurable nature in an amount sufficient to cover at least 100% of the replacement costs of said property.

11.03 All insurance required by this Agreement shall:

- a. be placed (1) with companies admitted to transact insurance business in the State of California and with a current A.M. Best rating of no less than A:VI or with carriers with a current A.M. Best rating of no less than A:VII; or (2) disclosed self-insurance with limits acceptable to the other party
- b. provide that each party's insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the other party and that the insurance of the other party shall not be called upon to contribute to a loss covered by a party's insurance.
- c. subsequent to execution of this Agreement, each party shall file certificates of insurance with the other party evidencing that the required insurance is in effect.

12. **NON-DISCRIMINATION.** During the performance of this Agreement, Monterey, and its subcontractors, shall 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 (over 40), or sexual orientation, either in Monterey's employment practices or in the furnishing of services to recipients. Monterey shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are

free of such discrimination. Monterey and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, Monterey is at all times acting and performing as an independent contractor and not as an employee of Del Rey Oaks. No offer or obligation of permanent employment with Del Rey Oaks or particular Del Rey Oaks department or agency is intended in any manner, and Monterey shall not become entitled by virtue of this Agreement to receive from Del Rey Oaks any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to Del Rey Oaks's and Monterey's contract administrators at the addresses listed below:

FOR DEL REY OAKS: Daniel Dawson City Manager City of Del Rey Oaks	FOR MONTEREY: Fred Meurer City Manager City of Monterey
<hr/> Name and Title 650 Canyon Del Rey Del Rey Oaks, CA 93940	<hr/> Name and Title 580 Pacific Street Monterey, CA 93940
<hr/> Address	<hr/> Address
831-394-8511	831-646-3760
<hr/> Phone	<hr/> Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01. Conflict of Interest. Monterey represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by Del Rey Oaks and Monterey.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by Del Rey Oaks and Monterey. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term “Monterey” as used in this Agreement includes Monterey’s officers, agents, and employees acting on Monterey’s behalf in the performance of this Agreement.

15.05. Disputes. Monterey shall continue to perform under this Agreement during any dispute. Monterey and Del Rey Oaks hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

15.06. Assignment and Subcontracting. The Monterey shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of Del Rey Oaks. None of the services covered by this Agreement shall be subcontracted without the prior written approval of Del Rey Oaks. Notwithstanding any such subcontract, Monterey shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of Del Rey Oaks and Monterey under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both Del Rey Oaks and Monterey expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. Del Rey Oaks and Monterey agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of Del Rey Oaks or the Monterey 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.

15.16. Integration. This Agreement, including the exhibits and any documents incorporated by reference, represent the entire Agreement between Del Rey Oaks and the Monterey with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between Del Rey Oaks and the Monterey as of the effective date of this Agreement, which is the date that Del Rey Oaks signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

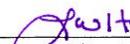
15.18 Severability. If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract 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.

IN WITNESS WHEREOF, Del Rey Oaks and Monterey have executed this Agreement as of the day and year written on the first page herein.

CITY OF MONTEREY

By:  _____
City Manager

Approved as to form:

 _____
Monterey City Attorney

CITY OF DEL REY OAKS

By: _____
City Manager

Approved as to form:

 _____
Monterey Risk Manager

EXHIBIT A
SCOPE OF SERVICES/PAYMENT PROVISIONS

I City of Monterey to Provide the Following:

A. Plan Review Services:

- ◆ Plan review services under the direction of ICC certified plan reviewers.
- ◆ Provide plan review for conformance to regulations contained in Del Rey Oaks's adopted codes.
- ◆ Provide applicant or designee with a list of plan check correction comments to achieve conformance with Del Rey Oaks's adopted codes.
- ◆ Expedited plan review will be available with prior approval (additional fees will be charged to the applicant).
- ◆ Provide all necessary liaisons with applicant or designee with regard to plan check comments.
- ◆ Perform review of revisions to plans that have been previously approved for permit issuance.
- ◆ Plan check turnaround times as follows, unless different turnaround times are agreed to by both City Managers:
 - ◆ 20 working days – new commercial building
 - ◆ 15 working days – new SFD, major remodel
 - ◆ 10 working days – minor projects
 - ◆ 5 working days – revisions or plan changes
 - ◆ Rechecks are half the original plan check time

B. Inspection Services:

- ◆ Building inspection services with 24-hour lead time (inspection requests received before 2:00pm will be scheduled for the next business day. Requests received after 2:00 pm will be scheduled the following business day). All inspectors will be ICC certified.
- ◆ Provide inspection of buildings to ensure compliance with the approved plans and all applicable codes.
- ◆ Emergency response 24/7. All responders will be ICC certified inspectors. A list of inspectors within 20-minutes response time will be provided to dispatch for after hours response.
- ◆ After hours, weekends and holiday emergency inspections available with 72-hour minimum notice and prior approval (additional fees will be required).
- ◆ Respond and report as required to Building Code violations.
- ◆ Residential Property Inspection Reports.

C. Staff Functions to Include

- ◆ Plans Examiners
- ◆ Building Inspectors
- ◆ Administrative assistance on an as-needed basis

II City of Del Rey Oaks to Provide the Following:

A. *Plan Review Services:*

- ◆ An amount equal to 75% of the plan review fees collected. All fees to be established by the City of Del Rey Oaks. There will be a minimum plan review fee of \$84.00. Revision fees will be based on \$84.00 per hour. Expedited plan review will be 90% of the fees collected.

B. *Building Inspection Services:*

- ◆ Inspection fees are based on \$81.00 per hour.
- ◆ Any after hour inspection requests will be charged at \$122.00 per hour with a two-hour minimum (72-hour minimum lead time).

ORDINANCE NO. 275

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL REY OAKS ENACTED PURSUANT TO HEALTH AND SAFETY CODE SECTION 34193 TO ELECT AND IMPLEMENT PARTICIPATION BY THE CITY OF DEL REY OAKS AND THE REDEVELOPMENT AGENCY OF THE CITY OF DEL REY OAKS IN THE ALTERNATIVE VOLUNTARY REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW

THE CITY COUNCIL OF THE CITY OF DEL REY OAKS DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS AND BACKGROUND INFORMATION

a. Pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*; the "Redevelopment Law"), the City Council (the "City Council") of the City of Del Rey Oaks (the "City") adopted Ordinance No. 250 on January 26, 1999 declaring the need for the Redevelopment Agency of the City of Del Rey Oaks (the "Agency") to function in the City.

b. Also in accordance with the Redevelopment Law, the City Council adopted Ordinance No. 257 on July 22, 2003 adopting the Redevelopment Plan For the Del Rey Oaks Redevelopment Project (the "Redevelopment Plan"), and the Agency is responsible for implementing the Redevelopment Plan pursuant to the Redevelopment Law.

c. ABx1 26 (the "Dissolution Act") and ABx1 27 (the "Voluntary Program Act"; and together with the Dissolution Act, the "Redevelopment Restructuring Acts") have been enacted to significantly modify the Redevelopment Law generally as follows:

1. The Dissolution Act first immediately suspends all new redevelopment activities and incurrence of indebtedness, and dissolves redevelopment agencies effective October 1, 2011; and

2. The Voluntary Program Act, through the addition of Part 1.9 to the Redevelopment Law (the "Alternative Voluntary Redevelopment Program"), then allows a redevelopment agency to avoid dissolution under the Dissolution Act by opting into an alternative voluntary redevelopment program requiring specified annual contributions to local school and special districts.

d. Specifically, Section 34193(a) of the Redevelopment Law (as added to the Redevelopment Law by the Voluntary Program Act) authorizes the City Council to enact an ordinance to comply with Part 1.9 of the Redevelopment Law, thereby exempting the Agency from the provisions of the Dissolution Act, and enabling the Agency to continue to exist and function under the Redevelopment Law, so long as the City and the Agency comply with the Alternative Voluntary Redevelopment Program set forth in Part 1.9 of the Redevelopment Law.

e. Through the adoption and enactment of this Ordinance, it is the intent of the City Council to enact the ordinance described in Section 34193(a) of the Redevelopment Law and to participate for itself and on behalf of the Agency in the Alternative Voluntary Redevelopment Program set forth in Part 1.9 of the Redevelopment Law.

f. Pursuant to Section 34193.2(b) of the Redevelopment Law, the City Council understands that participation in the Alternative Voluntary Redevelopment Program requires remittance of certain payments as set forth in the Voluntary Program Act (as further described below), and also constitutes an agreement on the part of the City, in the event the City fails to make such remittance payments, to assign its rights to any payments owed by the Agency, including, but not limited to, payments from loan agreements, to the State of California.

g. The City Council does not intend, by enactment of this Ordinance, to waive any rights of appeal regarding the amount of any remittance payments established by the California Department of Finance, as provided in the Voluntary Program Act.

h. On August 11, 2011, the California Supreme Court agreed to review the California Redevelopment Association and League of California Cities' petition challenging the constitutionality of the Redevelopment Restructuring Acts and issued an order granting a partial stay on specified portions of the Redevelopment Restructuring Acts (the "Stay").

i. On August 17, 2011, the California Supreme Court modified the order with respect to the Stay.

j. Accordingly, the City Council intends to adopt this Ordinance understanding that it will be effective only upon the lifting of the Stay and the court's determination that the Voluntary Program Act is constitutional.

SECTION 2. ENACTMENT OF ORDINANCE PURSUANT TO REDEVELOPMENT LAW SECTION 34193(a)

To the extent required by law to maintain the existence and powers of the Agency under the Redevelopment Law (including the Redevelopment Restructuring Acts), the City Council hereby enacts the ordinance authorized by Section 34193(a) of the Redevelopment Law, whereby the City, on behalf of itself and the Agency, elects to and will comply with the provisions of Part 1.9 of the Redevelopment Law, including the making of the community remittance payments called for in Section 34194 of the Redevelopment Law (the "Remittance Payments"), and whereby the Agency will no longer be subject to dissolution or the other prohibitions and limitations of Parts 1.8 and 1.85 of the Redevelopment Law as added by the Dissolution Act.

SECTION 3. ADDITIONAL UNDERSTANDINGS AND INTENT

It is the understanding and intent of the City Council that, once the Agency is again authorized to enter into agreements under the Redevelopment Law, the City will enter into an agreement with the Agency as authorized pursuant to Section 34194.2 of the Redevelopment Law, whereby the

Agency will transfer annual portions of its tax increment to the City in amounts not to exceed the annual Remittance Payments (the "Agency Transfer Payments") to enable the City, directly or indirectly, to make the annual Remittance Payments. Unless otherwise specified by resolution of the City Council, it is the City Council's intent that the City's annual Remittance Payments shall be made exclusively from the Agency Transfer Payments or from other funds that become available as a result of the City's receipt of the Agency Transfer Payments. The City Council does not intend, by enactment of this Ordinance, to pledge any of its general fund revenues or other assets to make the Remittance Payments, it being understood by the City Council that any Remittance Payments will be funded solely from the Agency Transfer Payments and/or other assets transferred to the City in accordance with the Voluntary Program Act.

SECTION 4. AUTHORIZATION OF IMPLEMENTING ACTIONS

The City Manager or the City Manager's designee is hereby authorized, on behalf of the City, to take any actions necessary to implement this Ordinance and comply with the Voluntary Program Act, including, without limitation, providing required notices to the County Auditor-Controller, the State Controller, and the Department of Finance, entering into any agreements with the Agency to obtain the Agency Transfer Payments, and making the Remittance Payments.

SECTION 5. CEQA

The City Council finds, under Title 14 of the California Code of Regulations, Section 15378(b)(4), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project, but instead consists of the creation and continuation of a governmental funding mechanism for potential future projects and programs, and does not commit funds to any specific project or program. The appropriate environmental review shall be completed in accordance with CEQA prior to the commencement of any future Agency-supported project or program. The City Council therefore directs that a Notice of Exemption be filed with the County Clerk of the County of Monterey in accordance with the CEQA guidelines.

SECTION 6. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, clauses or phrases be declared unconstitutional or invalid.

SECTION 7. ENACTMENT AND EFFECTIVE DATES

This Ordinance is deemed enacted as of September 23, 2011 for purposes of Section 34193(a) of the Redevelopment Law, and shall take effect and will be enforced thirty (30) days after its adoption, conditioned upon the lifting of the Stay and the Court's determination that the Voluntary Program Act is constitutional.

SECTION 8. PUBLICATION AND POSTING

The City Clerk is directed to post and/or publish this Ordinance (or summary thereof) as required by law.

The foregoing Ordinance was duly introduced before the City Council of the City of Del Rey Oaks, County of Monterey, at a regular meeting of the City Council held on the 23rd day of August, 2011, and finally adopted at a regular meeting of the City Council held on the 27th day of September, 2011, by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Monterey County
The Herald

www.montereyherald.com

A Media News Group Newspaper

PO BOX 271 • MONTEREY, CALIFORNIA 93942-0271

831-646-4387

Fax: 831-372-4225

Email: mhlegals@montereyherald.com

DEL REY OAKS

Account No. 2140476

650 CANYON DEL REY RD.

DEL REY OAKS, CA 93940

Legal No. 0004138877

NOTICE OF VACANCY

Total Cost: \$281.76

Ordered by: kminami@delreyoaks.org

PROOF OF PUBLICATION

STATE OF CALIFORNIA

County of Monterey

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Herald, a newspaper of general circulation, printed and published daily and Sunday in the City of Monterey, County of Monterey, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice, of which the annexed is a printed copy (set in type not smaller than 7 point), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

08/28/11, 08/31/11

I certify (or declare), under penalty of perjury, that the foregoing is true and correct

Executed on 08/31/2011 at Monterey, California.



Signature

This space is reserved for the County Clerk's Filing Stamp



NOTICE IS HEREBY GIVEN that the Del Rey Oaks City Council is currently receiving applications for 1 vacant seat on the Planning Commission. The term will expire June 2015. In order to be appointed, a person must be a registered voter in the City.

The application form may be obtained at Del Rey Oaks City Hall, City Clerk's Office between the hours of 8:00 A.M. and 5:00 P.M. or on the City website www.delreyoaks.org under forms and downloads. Applications must be completed and received by the City Clerk no later than 12:00 P.M., Wednesday September 21, 2011.

Review of applications and the appointment will be done at the Regular City Council Meeting on Tuesday, September 27th, 2011, at 6:00 P.M. Applicants should be available at the meeting.

If any member of the public has questions regarding the process, they should contact the City Clerk or City Manager at 394-8511, or stop by the Del Rey Oaks City Hall, 650 Canyon Del Rey Road, Del Rey Oaks, CA.
Published AUGUST 28 & 31, 2011

RECEIVED
831 394 3080
SEP 01 2011
DEL REY OAKS
CITY CLERK



CITY OF DEL REY OAKS

APPLICATION FOR APPOINTMENT

Return completed application to City Hall, 650 Canyon Del Rey Road
Phone (831)394-8511 Fax (831)394-6421 www.delreyoaks.org

OFFICE TO WHICH YOU WISH TO BE APPOINTED: Planning Commissioner

NAME: Suzanne Wallin

ADDRESS: 1025 Via Verde PHONE: 394-3080

OCCUPATION: realtor, bookkeeper

WORK ADDRESS: n/a

HOW LONG HAVE YOU BEEN A RESIDENT OF DEL REY OAKS: 29 years

PREVIOUS SERVICE TO THE CITY: none

EXPERIENCE RELATED TO THE APPOINTMENT: real estate agent, worked for a property management company for 18 years, have been a resident of the city for 29 years, father was a contractor so have background in building.

WHY DO YOU WISH TO BE APPOINTED: I have interest in the city, the direction it is going, and it's future.

AS FAR AS YOU KNOW, WHAT WILL BE EXPECTED OF YOU IF YOU ARE APPOINTED:
Attend planning commission meeting once a month, check plans, go to site inspections.

REFERENCES (OPTIONAL):

NAME	ADDRESS	PHONE
Kathi Smith	1017 Via Verde, Del Rey Oaks, CA	394-3884
Margaret Cotter	18 Los Encinos Drive, Del Rey Oaks, CA	324-0634
Nancy Allison	1044 Paloma Ave, Del Rey Oaks, CA	402-4471

SIGNATURE: *Suzanne Wallin* DATE: August 16, 2011

RECEIVED

AUG 30 2011

DEL REY OAKS
CITY CLERK



CITY OF DEL REY OAKS APPLICATION FOR APPOINTMENT

Return completed application to City Hall, 650 Canyon Del Rey Road
Phone (831)394-8511 Fax (831)394-6421 www.delreyoaks.org

OFFICE TO WHICH YOU WISH TO BE APPOINTED: Planning Commissioner

NAME: MIKE VENTIMIGLIA

ADDRESS: 10 Alta Circle PHONE: 831-596-0657

OCCUPATION: Retired Firefighter / Part Time Fire Inspector

WORK ADDRESS: 610 Pacific St. Monterey, CA.

HOW LONG HAVE YOU BEEN A RESIDENT OF DEL REY OAKS: 42 years

PREVIOUS SERVICE TO THE CITY: 2 years. ARC / PLANNING COMMISSION
18 years City Council,

EXPERIENCE RELATED TO THE APPOINTMENT: Past knowledge of City. And
Working, Code & Ordinances still active
And follow City Development

WHY DO YOU WISH TO BE APPOINTED: Active interest in City.
And Development, enjoy making change
For the general economic health of the city.

AS FAR AS YOU KNOW, WHAT WILL BE EXPECTED OF YOU IF YOU ARE APPOINTED:
Meeting at least once a month, site visitation.
hearings on land use, and property use.

REFERENCES (OPTIONAL):

NAME	ADDRESS	PHONE
CAROL KAPLAN	5 Alta Circle	394-5120
PAM TRENNER Nelson	1011 Potola	394-6912
Jeff Cecilio	74 Carlson	372-6760

SIGNATURE: Mike Ventimiglia DATE: 8/28/11

RECEIVED

SEP 21 2011

DEL REY OAKS
CITY CLERK



CITY OF DEL REY OAKS

APPLICATION FOR APPOINTMENT

Return completed application to City Hall, 650 Canyon Del Rey Road
Phone (831)394-8511 Fax (831)394-6421 www.delreyoaks.org

OFFICE TO WHICH YOU WISH TO BE APPOINTED: Planning Commissioner

NAME: Andrew Clarke

ADDRESS: 926 Angelus Way, Del Rey Oaks, CA PHONE: (831) 596-7368

OCCUPATION: Assistant Controller

WORK ADDRESS: 249 Williams Road, Salinas, CA

HOW LONG HAVE YOU BEEN A RESIDENT OF DEL REY OAKS: 10 Years

PREVIOUS SERVICE TO THE CITY: Planning Commissioner, DROCAG

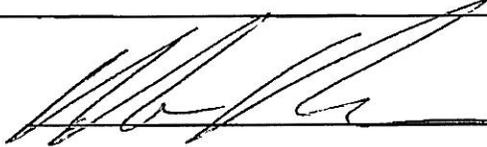
EXPERIENCE RELATED TO THE APPOINTMENT: I have served on the Planning Commission for six years most recently serving as Chair. I have a working knowledge of the Municipal Code and as well as experience with design and construction.

WHY DO YOU WISH TO BE APPOINTED: I would liked to be reappointed so that I can continue to serve my city and fellow residents. I also feel that my experience and leadership skills will help to fulfill the goals outlined by the general plan & the city council.

AS FAR AS YOU KNOW, WHAT WILL BE EXPECTED OF YOU IF YOU ARE APPOINTED:
The Planning Commission is responsible for reviewing and recommending approval to the city council of building designs, variance requests and other city planning elements,

REFERENCES (OPTIONAL):

NAME	ADDRESS	PHONE
George Jaksha	1060 Paloma Road, DRO, CA	(831) 394-1968
Carl Sedoryk	810 Arbor Place, DRO, CA	(831) 899-1593

SIGNATURE:  DATE: Aug. 24, 2011

RESOLUTION NO. 2011-15

A RESOLUTION OF THE DEL REY OAKS CITY COUNCIL APPROVING ADOPTION OF CALIFORNIA PUBLIC EMPLOYEES' DEFERRED COMPENSATION PLAN

WHEREAS, the City of Del Rey Oaks desires to establish a deferred compensation plan for the benefit of its employees; and

WHEREAS, the Board of Administration (the "Board") of the California Public Employees' Retirement System ("CalPERS") has established the California Public Employees Deferred Compensation Plan (the "CalPERS Plan") which may be adopted by a governmental employer the employees of which are public employees; and

WHEREAS, the City of Del Rey Oaks believes that the CalPERS Plan and the investment options available there under will provide valuable benefits to its employees; and

WHEREAS, the Board has appointed ING to perform administrative services under the CalPERS Plan and to act as the Board's agent in all matters relating to the administration of the CalPERS Plan;

NOW, THEREFORE, BE IT RESOLVED that the City of Del Rey Oaks adopts the CalPERS Plan for the benefit of its employees and authorizes and directs the City Manager to execute the attached adoption agreement on behalf of the City of Del Rey Oaks and to provide ING with such information and cooperation as may be needed on an ongoing basis in the administration of the CalPERS plan. A copy of this resolution, the agreement, and any attachments thereto shall be on file in the office of the City Clerk.

Passed and adopted as a resolution of the City Council of the City of Del Rey Oaks at a meeting held on September 27th, 2011.

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Jerry B. Edelen, Mayor

ATTEST:

Daniel Dawson, City Clerk



SUPPLEMENTAL INCOME PLANS

EMPLOYER ADOPTION AGREEMENT

By executing this Agreement, the employer identified below (the "Employer") adopts the California Public Employees' Deferred Compensation Plan (the "Plan") for the benefit of its employees. The Employer further agrees and represents as follows:

1. The Employer is a political subdivision of the State of California eligible to adopt the Plan for the benefit of its employees.
2. The Employer has duly adopted a resolution (copy attached) or taken such other official action as required for its lawful adoption and implementation of this Plan and has authorized the undersigned to execute this agreement on behalf of the Employer.
3. The Employer has been furnished with and reviewed a copy of the Plan document which explains the rights and obligations of the Employer under the Plan, as well as the rights and options available to the Employer's employees under the Plan; the Employer agrees to follow the terms of the Plan document, which are incorporated herein by reference.
4. The Employer understands and agrees that all amounts deferred under the Plan are to be invested in the Public Employees' Deferred Compensation Fund (the "Fund"), an investment entity established to hold amounts deferred under the Plan, and that the Employer shall have no right to sell, redeem, or otherwise liquidate its investments in the Fund, except as provided under Article 9 of the Plan.
5. The Employer understands that, except for certain responsibilities delegated to the Employer under the Plan, the administration of the Plan and Fund is subject to the exclusive control of the Board of Administration of the Public Employees' Retirement System (the "Board"). The Employer further understands that the Board has appointed ING to perform administrative services under the Plan and to act as the Board's agent in all matters relating to administration of the Plan; the Employer agrees to deal directly with ING (or any successor agent duly appointed by the Board) on all matters relating to its participation in the Plan and to cooperate with ING in the dissemination of Plan information to the Employer's employees. For purposes of this Agreement, the term "administrative services" shall include, but not be limited to, establishing and maintaining accounts for Plan participants, providing regular accounting reports, and other general record keeping and administrative functions necessary for proper maintenance of the Plan.
6. The information set forth on the attached specifications data page is complete and accurate and may be relied upon by the Board and ING in the administration of the Plan on behalf of the Employer and its employees, unless and until the Employer has provided ING with a written modification of such specifications.
7. The Employer has been furnished with a copy of a manual that describes the procedures to be followed by the Employer in the administration of the Plan for its employees, and the Employer agrees to adhere to the procedures set forth in that manual, and in any revisions thereof, or procedural notices that are hereafter furnished to the Employer.
8. The Employer agrees to make the Plan available to its employees and otherwise to abide by this Agreement commencing on the effective date shown on the attached specifications page; this Agreement shall remain in full force and effect unless terminated by the Employer or the Board upon sixty (60) days notice.

(Name of Employer) City of Del Rey Oaks

By: Daniel Dawson

(Title) City Manager

Date: _____

Accepted by ING on behalf of the Board of Administration of the Public Employees' Retirement System

By: _____

Date: _____ Witness: _____



SUPPLEMENTAL INCOME PLANS

Loan Rules and Procedures

This document is hereby adopted by CalPERS pursuant to its authority under Article 8 of the Plan Document, and is intended to comply with the requirements of Section 457 and Section 72(p)(2) of the Internal Revenue Code, and the Federal Truth-in-Lending Act. CalPERS reserves the right to amend or revise this document at any time.

Effective for all loans granted pursuant to the Plan Document, the following rules and procedures shall apply:

1. Any Participant, as that term is defined in Article 1 of the Plan Document, may apply for a loan from the Plan. The charge to the Participant will be \$50 per loan application. There are no annual maintenance fees or asset-based fees.
2. A Participant may apply for a loan over the Customer Service Line or Internet site maintained for the Plan.
3. If the loan application is approved, the Participant will receive the loan check along with a *Truth-in-Lending Disclosure Statement*. The promissory note and security agreement will be printed on the back of the loan check. The notice will contain the amount financed, the finance charge, the loan's annual percentage rate, the repayment procedure, the security interest and a copy for the participant.
4. The minimum loan amount is \$1,000. The maximum loan amount is the lesser of: (1) 50 percent of the Participant's vested account balance as of the Valuation Date immediately preceding the date on which the loan is approved, or (2) \$50,000, less the highest outstanding loan balance over the last 12 months. For the purpose of determining the maximum loan amount available to a Participant, any loan from any other plan maintained by a participating employer will be treated as if it were a loan made from this Plan, and the Participant's vested interest under the other plan will be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph will not be applied so as to allow the amount of a loan from this Plan to exceed the amount that would otherwise be permitted under federal law.
5. If a Participant has an outstanding loan from any other plan maintained by a participating employer, CalPERS will accept a transfer of the Participant's unencumbered account balance from the other plan, less the amount of the outstanding loan balance payable to the other plan,
6. If a Participant has an outstanding loan with the CalPERS 457 Plan and requests a transfer of his or her account to another plan maintained by a participating employer, CalPERS will process the transfer of the Participant's unencumbered account balance less the outstanding loan balance payable to the CalPERS 457 Plan. Further transfer requests will not be processed until the Participant's loan with the CalPERS 457 Plan has been repaid in full.
7. The minimum time period for borrowing is one year. The maximum time period for borrowing is 5 years.
8. The maximum number of loans permitted at one time is one. No new loan may be taken until the outstanding loan is paid off. Loan refinancing is not allowed.
9. A loan to a Participant may only be secured by an interest in the Participant's vested account balance.

10. Loan disbursements will be taken pro rata across all money sources and investment funds in the Participant's account.
11. A loan will bear an interest rate of the Prime Rate plus one percent. All repayments plus interest will inure to the Participant's account.
12. Loan repayments will be automatically deducted from the Employer's payroll system, and remitted with the regular payroll beginning the second month, or as soon thereafter as is administratively practicable. Payroll transmission including loan repayments will be via an automated process.
13. Loan repayments by the Participant will be reinvested according to the Participant's current investment elections.
14. A Participant may prepay his/her loan in full at any time by paying the outstanding loan balance by cashier's check or certified check. Partial payments are not allowed.
15. CalPERS will treat a loan in default if any scheduled repayment remains unpaid after the expiration of the maximum grace period – the last day of the calendar quarter following the calendar quarter in which the required repayment was due, or if there is outstanding principal existing on the loan after the last scheduled repayment date. If a loan is defaulted, the Participant's vested account balance will be offset by the outstanding loan balance to the extent that a distribution from such account is permissible under the Plan. This will be reported as earned income and a 1099R will be issued. The Participant will be permanently ineligible for any future loans from the Plan and will be prohibited from making contributions to the Plan until 12 calendar months has elapsed from the date the defaulted loan has been repaid in full.
16. Upon death, disability, retirement or termination of employment, the Participant's outstanding loan balance will be immediately due and payable. Failure to repay upon death, disability, retirement or termination will be deemed a distribution and will be reported as earned income and a 1099R will be issued.



SUPPLEMENTAL INCOME PLANS

LOAN PROGRAM EMPLOYER ENROLLMENT

Please note: you must have an automated payroll process in order to participate in the loan program.

I. GENERAL INFORMATION

Employer Name: _____ Employer Plan Number (if applicable): _____

II. ADOPTION OF CALPERS 457 LOAN PROGRAM

By signing this form, the Employer, the sponsor of the Plan referenced above, which began participating in the CalPERS 457 Program pursuant to an Adoption Agreement dated _____, _____, hereby adopts the CalPERS 457 Loan Program.

The Employer will deduct loan repayments directly from employee salary and remit payments along with deferrals. The repayment method for contributions and loan repayments must be made by an acceptable automated method.

III. SIGNATURES

Employer's Signature _____ Date ___/___/___

Please return form to:

Standard Delivery: CalPERS 457 Plan
Attn: Administration
P.O. Box 2647
Lewiston, ME 04241

Overnight Delivery: ING
CalPERS 457 Plan Administration
1775 Lisbon Road
Lewiston, ME 04240

Fax Delivery: (888) 228-6185

RESOLUTION NO. 2011-16

A RESOLUTION OF THE CITY OF DEL REY OAKS CITY COUNCIL APPROVING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF DEL REY OAKS IS ELIGIBLE.

WHEREAS, Public Resources Code section 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle), to administer various Grant Programs (grants) in furtherance of the state of California's effort to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, and applicant's governing body to declare by Resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that The City of Del Rey Oaks City Council, authorizes the submittal of application(s) to CalRecycle for all grant for which The City of Del Rey Oaks is eligible.

BE IT FUTHER RESOLVED that the City Manager, or his designee is hereby authorized and empowered to execute in the name of The City of Del Rey Oaks all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of the Resolution

PASSED AND ADOPTED this

AYES:

NOES:

ABSTAIN:

ABSENT:

Jerry B. Edelen, Mayor

ATTEST:

Daniel Dawson, City Clerk



CITY OF DEL REY OAKS ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

1.0 STATEMENT OF POLICY

It is the policy of The City of Del Rey Oaks to:

- Institute practices that reduce waste by increasing product efficiency and effectiveness,
- Purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable, and
- Purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, are lead-free and mercury-free, and use wood from sustainably harvested forests.

2.0 PURPOSE

This Policy is adopted in order to:

- Conserve natural resources,
- Minimize environmental impacts such as pollution and use of water and energy,
- Eliminate or reduce toxics that create hazards to workers and our community, support strong recycling markets,
- Reduce materials that are landfilled,
- Increase the use and availability of environmentally preferable products that protect the environment,
- Identify environmentally preferable products and distribution systems,
- Reward manufacturers and vendors that reduce environmental impacts in their production and distribution systems or services,
- Create a model for successfully purchasing environmentally preferable products that encourages other purchasers in our community to adopt similar goals.

3.0 SPECIFICATIONS

3.1 Source Reduction

- 3.1.1 The City of Del Rey Oaks shall institute practices that reduce waste and result in the purchase of fewer products whenever practicable and cost-effective, but without reducing safety or workplace quality.
- 3.1.2 The City of Del Rey Oaks shall purchase remanufactured products such as laser toner cartridges, tires, furniture, equipment and automotive parts whenever practicable, but without reducing safety, quality of effectiveness.

- 3.1.3 The City of Del Rey Oaks shall require all equipment bought after the adoption of this policy to be compatible with source reduction goals as referred to in this section (3.1), when practicable.
- 3.1.4 All buyers shall consider short-term and long-term costs in comparing product alternatives, when feasible. This includes evaluation of total costs expected during the time a product is owned, including, but not limited to, acquisition, extended warranties, operation, supplies, maintenance, disposal costs and expected lifetime compared to other alternatives.
- 3.1.5 Products that are durable, long lasting, reusable or refillable are preferred whenever feasible.
- 3.1.6 The City of Del Rey Oaks requests vendors to eliminate packaging or use the minimum amount necessary for product protection, to the greatest extent practicable.
- 3.1.7 Packaging that is reusable, recyclable or compostable is preferred, when suitable uses and programs exist.
- 3.1.8 Vendors shall be encouraged to take back and reuse pallets and packaging materials.
- 3.1.9 Suppliers of electronic equipment, including but not limited to computers, monitors, printers, and copiers, shall be required to take back equipment for reuse or environmentally safe recycling when The City of Del Rey Oaks discards or replaces such equipment, whenever possible.

3.2 Recycled Content Products

- 3.2.1 All products for which the United States Environmental Protection Agency (U.S. EPA) has established minimum recycled content standard guidelines, such as those for printing paper, office paper, janitorial paper, construction, landscaping, park and recreation, transportation, vehicles, miscellaneous, and no-paper office products, shall contain the highest postconsumer content practicable, but no less than the minimum recycled content standards established by the U.S. EPA Guidelines.
- 3.2.2 Copiers and printers bought shall be compatible with the use of recycled content products.
- 3.2.3 In accordance with California Public Contract Code, Sec. 10409, the City of Del Rey Oaks shall purchase re-refined lubrication and industrial oil for use in its vehicles and other equipment, as long as it is certified by the American Petroleum Institute (API) as appropriate for use in such equipment.
- 3.2.4 When specifying asphalt concrete, aggregate base or Portland cement concrete for road construction projects, The City of Del Rey Oaks shall use recycled, reusable or reground materials when practicable.
- 3.2.5 The City of Del Rey Oaks shall specify and purchase recycled content transportation products, including signs, cones, parking stops, delineators, and barricades.
- 3.2.6 All pre-printed recycled content papers intended for distribution that are purchased or produced shall contain a statement that the paper is recycled content.

3.3 Energy and Water Savings

- 3.3.1 Where applicable, energy-efficient equipment shall be purchased with the most up-to-date energy efficiency functions. This includes, but is not limited to, high efficiency space heating systems and high efficiency space cooling equipment.
- 3.3.2 When practicable, the City of Del Rey Oaks shall replace inefficient lighting with energy-efficient equipment.
- 3.3.3 All products purchased by the City of Del Rey Oaks and for which the U.S. EPA Energy Star certification is available shall meet Energy Star certification, when practicable. When Energy Star labels are not available, choose energy-efficient products that are in the upper 25% of energy efficiency as designed by the Federal Energy Management Program.
- 3.3.4 The City of Del Rey Oaks shall purchase water-saving products whenever practicable.

3.4 Green Building – Construction and Renovations

- 3.4.1 All building and renovation undertaken by the City of Del Rey Oaks shall follow Green Building practices for design, construction, and operation where appropriate, as described in the LEED™ Rating System.

3.5 Landscaping

- 3.5.1 All landscaping renovations, construction and maintenance by the City of Del Rey Oaks shall employ sustainable landscape management techniques for design, construction and maintenance whenever possible, including, but not limited to, integrated pest management, grasscycling, drip irrigation, composting, and procurement and use of mulch and compost that give preference to those produced from regionally generated plant debris and/or food waster programs.
- 3.5.2 Plants should be selected to minimize waste by choosing species for purchase that are appropriate to the microclimate, species that can grow to their natural size in the space allotted them, and perennial rather than annuals for color. Native and drought-tolerant plants that require no or minimal watering once established are preferred.
- 3.5.3 Hardscapes and landscape structures constructed of recycled content materials are encouraged. The City of Del Rey Oaks shall limit the amount of impervious surfaces in the landscape, wherever practicable. Permeable substitutes are encouraged for walkways, patios and driveways.

3.6 Toxics and Pollution

- 3.6.2 The use of chlorofluorocarbon-containing refrigerants, solvents and other products shall be phased out and new purchases shall not contain them.
- 3.6.3 All surfactants and detergents shall be readily biodegradable and, where practicable, shall not contain phosphates.
- 3.6.4 When maintaining buildings and landscapes, the City of Del Rey Oaks shall manage pest problems through prevention and physical, mechanical and biological controls. The City of Del Rey Oaks may either adopt and implement an organic pest management policy and practices or adopt and implement an Integrated Pest Management (IPM) policy and practices using the least toxic pest control as a last resort.

- 3.6.5 When maintaining building, the City of Del Rey Oaks shall use products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, and low or no formaldehyde when purchasing materials such as paint, carpeting, adhesives, furniture and casework.
- 3.6.6 The City of Del Rey Oaks shall reduce or eliminate its use of products that contribute to the formation of dioxins and furans. This includes, but is not limited to:
- Purchasing paper, paper products, and janitorial paper products that are unbleached or that are processed without chlorine or chlorine derivatives, whenever possible.
 - Prohibiting purchase of products that use polyvinyl chloride (PVC) such as, but not limited to, office binders, furniture, flooring, and medical supplies whenever practicable.
- 3.6.7 The City of Del Rey Oaks shall purchase products and equipment with no lead or mercury whenever possible. For products that contain lead or mercury, The City of Del Rey Oaks shall give preference to those products with lower quantities of these metals and to vendors with established lead and mercury recovery programs.
- 3.6.8 When replacing vehicles, the City of Del Rey Oaks shall consider less-polluting alternatives to diesel such as compressed natural gas, biobased fuels, hybrids, electric batteries, and fuel cells, as available.

3.7 Forest Conservation

- 3.7.1 To the greatest extent practicable, the City of Del Rey Oaks shall not procure wood products such as lumber and paper that originate from forests harvested in an environmentally unsustainable manner. When possible, the City of Del Rey Oaks shall give preference to wood products that are certified to be sustainably harvested by a comprehensive, performance-based certification system. The system shall include independent third-party audits, with standards equivalent to, or stricter than, those of the Forest Stewardship Council certification.

3.8 Agricultural Bio-Based Products

- 3.8.1 Vehicle fuels made from non-wood, plant-based contents such as vegetable oils are encouraged whenever practicable.
- 3.8.2 Paper, paper products and construction products made from non-wood, plant-based contents such as agricultural crops and residues' are encouraged whenever practicable.

4.0 PRIORITIES

- 4.1 The health and safety of workers and citizens is of utmost importance and takes precedence over all other policies.
- 4.2 The City of Del Rey Oaks has developed a successful recycling system and recognizes that recycled content products are essential to the continuing viability of that recycling system and for the foundation of an environmentally sound production system. Therefore, to the greatest extent practicable, recycled content shall be included in products that also meet other specifications, such as chlorine free or bio-based.

- 4.3 Nothing contained in this policy shall be construed as requiring a department, purchaser or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time.
- 4.4 Nothing contained in this policy shall be construed as requiring the City of Del Rey Oaks, department, purchaser or contractor to take any action that conflicts with local, state or federal requirements.

5.0 IMPLEMENTATION

- 5.1 The City Manager shall implement this policy in coordination with other appropriate jurisdiction personnel.
- 5.2 Successful bidders shall certify in writing that the environmental attributes claimed in competitive bids are accurate. In compliance with State law, vendors shall be required to specify the minimum or actual percentage of recovered and postconsumer material in their projects, even when such percentages are zero.
- 5.3 Upon request, buyers making the selection from competitive bids shall be able to provide justification for product choices that do not meet the environmentally preferable purchasing criteria in this policy.
- 5.4 Purchasers shall include business certified by the *Monterey Bay Area Green Business Program* in requests for products and services.
- 5.5 Vendors, contractors, and grantees shall be encouraged to comply with applicable sections of this policy for products and services.

6.0 PROGRAM EVALUATION

- 6.1 The City Manager shall periodically evaluate the success of this policy's implementation.

7.0 DEFINITIONS

- 7.1 "Agricultural Bio-Based Products" means commercial or industrial products (other than food or feed) that utilize agricultural crops or residues but does not include products made from forestry materials.
- 7.2 "Monterey Bay Area Green Business Program" is a partnership of governments and businesses that certifies the environmental performance of government agencies and businesses.
- 7.3 "Buyer" means anyone authorized to purchase or contract for purchases on behalf of this jurisdiction or its subdivisions.
- 7.4 "Chlorine free" means products processed without chlorine or chlorine derivatives.
- 7.5 "Contractor" means any person, group of persons, business, consultant, designing architect, association, partnership, corporation, supplier, vendor or other entity that has a contract with the City of Del Rey Oaks or serves in a subcontracting capacity with an entity having a contract with the City of Del Rey Oaks for the provision of good or services.

- 7.6 “Dioxins and furans” are a group of chemical compounds that are classified as persistent, bioaccumulative, and toxic by the Environmental Protection Agency.
- 7.7 “Energy Star” means the U.S. EPA’s energy efficiency product labeling program.
- 7.8 “Energy Efficient Product” means a product that is in the upper 25% of energy efficiency for all similar products, or that is at least 10% more efficient than the minimum level that meets Federal standards.
- 7.9 “Federal Energy Management Program” is a program of the Department of Energy that issues a series of *Product Energy Efficiency Recommendations* that identify recommended efficiency levels for energy-using products.
- 7.10 The “Forest Stewardship Council” is a global organization that certifies responsible, on-the-ground forest management according to rigorous standards developed by a broad variety of stakeholders groups.
- 7.11 “Integrated Pest Management (IPM)” is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicated they are needed according to established guidelines, and treatments are making with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment.
- 7.12 “LEED™ Rating System” means the self-assessing system developed by the U.S. Green Building Council designed for rating new and existing commercial, institutional, and high rise residential buildings.
- 7.13 “Organic Pest Management” prohibits the use and application of toxic chemical pesticides and strives to prevent pest problems through the application of natural, organic horticultural and maintenance practices. All pest control products shall be in keeping with, but not limited to, those products on the approved list of California Certified Organic Foods (CCOF).
- 7.14 “Postconsumer Material” means a finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.
- 7.15 “Practical” and “Practicable” mean whenever possible and compatible with local, state and federal law, without reducing safety, quality, or effectiveness and where the project or service is available at reasonable cost in a reasonable period of time.
- 7.16 “Preconsumer Material” means material or by-products generated after manufacture of a product is complete but before the product reaches the end-use consumer. Preconsumer material does not include mill and manufacturing trim, scrap, or broke which is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
- 7.17 “Proposition 65” means a list of chemicals that are known to the State of California to cause cancer, birth defects or other reproductive harm.

- 7.18 "Recovered Material" means fragments of products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes preconsumer and postconsumer material but does not include excess resources of the manufacturing process.
- 7.19 "Recycled Content" means the percentage of recovered material, including preconsumer and postconsumer materials, in a product.
- 7.20 "Recycled Content Standard" means the minimum level of recovered material and/or postconsumer material necessary for products to qualify as "recycled products."
- 7.21 "Recycled Product" means a product that meets The City of Del Rey Oaks recycled content policy objectives for postconsumer and recovered material.
- 7.22 "Remanufactured Product" means any product diverted from the supply of discarded materials by refurbishing and marketing said product without substantial change to its original form.
- 7.23 "Reused Product" means any product designed to be used many time for the same other purposes without additional processing except for specific requirements such as cleaning, painting or minor repairs.
- 7.24 "Source Reduction" refers to products that result in a net reduction in the generation of waste compared to their previous or alternate version and include durable, reusable and remanufactured projects: products with no, or reduced, toxic constituents; and products marketed with no, or reduced, packaging.
- 7.25 The "Toxic Release Inventory" (TRI) is a publicly available U.S. EPA database that contains information on toxic chemical release and other waste management activities reported annually by certain covered industry groups as well as federal facilities.
- 7.26 "U.S. EPA Guidelines" means the Comprehensive Procurement Guidelines established by the U.S. Environmental Protection Agency for federal agency purchases as of May 2002 and any subsequent versions adopted.
- 7.27 "Water-Saving Products" are those that are in the upper 25% of water conservation for all similar products, or at least 10% more water-conserving than the minimum level that meets the Federal standards.

8.0 EFFECTIVE DATES

- 8.1 This policy shall take effect on _____.

BOARD OF DIRECTORS

LEO LASKA
CHAIR

SUE McCLOUD
VICE CHAIR

GARY BALES
DAVID PENDERGRASS
LIBBY DOWNEY
JANE PARKER
IAN OGLESBY
BRUCE DELGADO
DENNIS ALLION



WILLIAM MERRY, P.E., BCEE
GENERAL MANAGER/
DISTRICT ENGINEER

TIMOTHY S. FLANAGAN
ASST. GENERAL MANAGER

RICHARD SHEDDEN, P.E.
SENIOR ENGINEER

RICHARD NORTON
ADMIN. SERVICES MGR.

ROBERT WELLINGTON
COUNSEL

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

Home of the Just Cause Movement

MEMORANDUM

RECEIVED
AUG 25 2011
DEL REY OAKS
CITY CLERK

DATE August 23, 2011
TO: Del Rey Oaks City Council
FROM: Dennis Allion
SUBJECT: Highlights of the August 19, 2011 Board Meeting

The highlights of the meeting are as follows:

- 1) Under consent, and since time is of essence when purchasing used equipment, the Board authorized the General Manager to purchase a used off-road water tanker, used in site operations and for fire protection, at a cost not to exceed \$400,000. Also under consent, the Board awarded a contract for painting of the administration building exterior to the low bidder D&S Painting, Inc., of Seaside, CA, for the bid price of \$23,300.
- 2) The Board accepted a report from the Finance Committee Chair summarizing the August 3, 2011 meeting. Discussion centered on the Final Budget for Fiscal Year 2011/12, in which it was recommended that staff present the Final Budget without a cost of living adjustment (COLA) and, as an alternate, with a 2.4% COLA to the landfill tipping fee effective January 1, 2012 based on the most recent Bureau of Labor Statistics Consumer Price Index (CPI). The Finance Committee recommended adopting the budget with a COLA.
- 3) Following discussion on power sales options, the Board authorized a 10-Year Power Sales Agreement with PG&E to sell power from Landfill Gas to Energy Units 1 and 4 for a price of \$92.08 per megawatt-hour. Staff will continue to investigate the opportunity to create a Community Choice Aggregation in Monterey County.
- 4) On a vote of 8-1, the Board authorized the continuation of the Bird Mitigation Management program with Wingmaster Falconry Service at a cost not to exceed \$170,000 annually. The District is required under its operating permits to control the presence of birds at the landfill and the use of falcons has resulted in an eco-friendly, low impact method to control unwanted, large populations of birds. Staff will look for ways to reduce the costs with the program, and will be reporting back to the Board in 2012.
- 5) Following discussion by the Board on adopting the budget with and without a 2.4% landfill tipping fee COLA, the Board adopted Resolution 2011-08 approving the Final Budget for fiscal year 2011/12 to include the COLA, on a vote of 7-2. The increase in the tipping fee is needed in an attempt to keep pace with the rising costs of operating expenses such as a 40% increase in fuel costs, compliance with

unfunded state mandates for household hazardous waste and waste screening, batteries, fluorescent tubes, and treated lumber; and new State mandates for recycling, storm water runoff, and control of emissions to the atmosphere. The COLA increase of \$1.25 per ton, which represents approximately a \$0.20 increase to the monthly garbage bill, will increase the landfill tipping fee from \$47.00 per ton to \$48.25 per ton, effective January 1, 2012. The tipping fee at the Monterey Peninsula Landfill is the lowest in the region compared to approximately \$65 per ton for the Salinas Valley Waste Management Authority and for the County of Santa Cruz.

The budget includes \$20,733,000 in revenues, and expenditures of \$23,740,500 including cash operating expenses, capital outlays, debt reduction, and increases in restricted reserves resulting in a \$3,007,500 decrease in unrestricted cash.

- 6) District Safety Manager reported on employee injuries and property loss incidents for fiscal year 2010/11. The Board commended all employees for their efforts as the number of incidents and injuries has been steadily and significantly reduced. A most notable example is in the District's Materials Recovery Facility (MRF) where there were no reportable injuries during fiscal year 2010/11, after working 158,000 person-hours. Almost half of the District's 120 employees work in MRF. Additionally, General Manager commended Board members for their participation in the Special District Risk Management Authority (SDRMA) safety program which saved the District \$72,000 in reduced insurance premiums.

If you have any questions or need more information, please contact General Manager William Merry at 384-5313, or me.

Dennis Allion, Director
Monterey Regional Waste Management District



TRANSIT DISTRICT MEMBERS:

City of Carmel-by-the-Sea • City of Del Rey Oaks • City of Gonzales • City of Greenfield
City of King • City of Marina • City of Monterey • City of Pacific Grove • City of Salinas
City of Sand City • City of Seaside • City of Soledad • County of Monterey

Board of Directors Regular Meeting

Monday, September 12, 2011

MST Conference Room
One Ryan Ranch Road, Monterey

10:00 a.m.

TRANSPORTATION: Ride Line 8 Ryan Ranch-Edgewater to MST Office

1. CALL TO ORDER

- 1-1. Roll call.
- 1-2. Pledge of Allegiance.

2. CONSENT AGENDA

- 2-1. Review highlights of Agenda. (Carl Sedoryk)

These items will be approved by a single motion. Anyone may request that an item be discussed and considered separately.

- 2-2. Adopt Resolution 2012-04 recognizing Carl Wulf, Facilities Manager, as Employee of the Month for August, 2011. (Robert Weber)
- 2-3. Adopt Resolution 2012-05 recognizing Agustin Ruelas, Advanced Mechanic, as Employee of the Month for September, 2011. (Mike Hernandez)
- 2-4. Disposal of property left aboard buses. (Sonia Bannister)
- 2-5. Minutes of the regular meeting of July 11, 2011. (Deanna Smith)
- 2-6. Financial Report – June, 2011. (Kathy Williams)
- 2-7. Financial Report -- July, 2011. (Kathy Williams)
- 2-8. Claim Rejections – Tamayo, Ceiro. (Ben Newman)
- 2-9. Approve sale of 1957 GMC. Bus (Michael Hernandez)
- 2-10. General Manager/CEO's Contract Renewal. (Kelly Halcon)

- 2-11. Fremont-Lighthouse BRT Contingency Budget and Modifications to Contract. (Hunter Harvath)

End of Consent Agenda

3. SPECIAL PRESENTATIONS

- 3-1. August Employee of the Month – Carl Wulf, Facilities Manager. (Robert Weber)
- 3-2. September Employee of the Month – Agustin Ruelas, Advanced Mechanic. (Mike Hernandez)
- 3-3. Board Resource Guide online presentation and Paperless Agenda Survey. (Carl Sedoryk)

4. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

Members of the public may address the Board on any matter related to the jurisdiction of MST but not on the agenda. There is a time limit of not more than three minutes for each speaker. The Board will not take action or respond immediately to any public comments presented, but may choose to follow-up at a later time, either individually, through staff, or on a subsequent agenda.

5. COMMITTEE REPORTS

No action required unless specifically noted.

- 5-1. Legislative Committee Minutes of July 11, 2011. (Deanna Smith)
- 5-2. Revised Finance Committee Minutes of May 9, 2011. (Angela Dawson)
- 5-3. Marketing Committee Minutes of August 29, 2011. (Zoe Shoats)

6. BIDS/PROPOSALS

- 6-1. Exercise \$96,000 option year three with Occlink for worker's compensation employer-based management program. (Kelly Halcon)

7. PUBLIC HEARINGS

8. UNFINISHED BUSINESS

9. NEW BUSINESS

10. REPORTS & INFORMATION ITEMS

The Board will receive and file these reports, which do not require any action by the Board.

- 10-1. General Manager/CEO Report.
- 10-2. TAMC Highlights – August, 2011.
- 10-3. Board Satisfaction Survey Results. (Kelly Halcon)
- 10-4. Federal Gas Tax Extension Update. (Carl Sedoryk)
- 10-5. APTA 2011 Update, Impacts of the Recession on Public Transportation Agencies. (Carl Sedoryk)
- 10-6. Safety Update, *Why aren't there seatbelts on buses?* aaa.com/via, September/October 2011. (Carl Sedoryk)
- 10-7. Washington D. C. Lobbyist report – July and August, 2011.
- 10-8. State Lobbyist Report – July and August, 2011.
- 10-9. Staff trip reports.
- 10-10. New Benefit Options. (Kelly Halcon)
- 10-11. Correspondence, Assembly Member Luis Alejo re: transit project bond sale.

11. COMMENTS BY BOARD MEMBERS

- 11-1. Reports on meetings attended by Board members at MST expense (AB1234).

12. REFERRALS BY BOARD MEMBERS

- 12-1 Officer Term Limits. (Carl Sedoryk)
- 12-2 90-Day Analysis of New Fare Structure. (Kathy Williams)

13. ANNOUNCEMENTS

14. ATTACHMENTS

- 14-1 Disbursement Journal for June and July, 2011 Financial Report.

15. CLOSED SESSION

As permitted by Government Code §64956 et seq. of the State of California, the Board of Directors may adjourn to Closed Session to consider specific matters dealing with personnel and/or pending possible litigation and/or conferring with the Board's Meyers-Milias-Brown Act representative.

15-1. Conference with Labor Negotiators – Monterey-Salinas Transit Employee Association (MSTEA) and MST (D. Laredo, K. Halcon) (§54957.6)

15-2. Conference with Legal Counsel-Litigation- Tabitha Stanislaw and James Conboy (§ 54956.9) (K. Halcon) (Enclosure)

15-3. General Manager Performance Evaluation – (K. Halcon) (§54957 (b)) (No enclosure)

15-4 Conference with property negotiators. (Parcel # APN 032-171-005, L.2.3, L.2.4.1, L.2.4.2, APN 031-011-056-000) (No enclosure) (Carl Sedoryk)

15-5 Conference with Legal Counsel-Litigation-Landwatch v. County of Monterey. (Monterey Superior Court Case No. M113552) (No enclosure) (Carl Sedoryk)

16. RETURN TO OPEN SESSION

16-1. Report on Closed Session and possible action.

17. ADJOURN

NEXT MEETING DATE: October 10, 2011 in MST Conference Room.

NEXT AGENDA DEADLINE: September 28, 2011

Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection at the Monterey-Salinas Transit Administration office at 1 Ryan Ranch Road, Monterey, CA during normal business hours.

Upon request, MST will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service at least 5 days before the meeting. Requests should be sent to Deanna Smith, MST, One Ryan Ranch Road, Monterey, CA 93940 or dsmith@mst.org.



Monterey Regional Water Pollution Control Agency

*"Dedicated to meeting the wastewater and reclamation needs
of our member agencies, while protecting the environment."*

Administration Office:
5 Harris Court, Bldg. D, Monterey, CA 93940-5756
(831) 372-3367 or 422-1001, FAX: (831) 372-6178
Website: www.mrwPCA.org

DRAFT

MEMORANDUM

TO: BOARD MEMBER ENTITIES OF MRWPCA

FROM: RON STEFANI, MRWPCA BOARD CHAIR

DATE: SEPTEMBER 13, 2011

SUBJECT: HIGHLIGHTS OF THE AUGUST 29, 2011 BOARD MEETING

1. Significant contract awards:
 - a. Replacement of two more Variable Frequency Drives at Salinas Pump Station (four VFDs previously replaced – two more next fiscal year)
 - b. Replacement of ION Chromatograph system by Laboratory (taking advantage of 10-year trade-in value for new system)
2. Board approved Recycled Water Committee's recommendations to contract with a) Separation Processes Inc. for Pilot Test Program Planning Evaluation Services for the Groundwater Replenishment Project (GWR), and, b) TRG & Associates to develop an Outreach Plan. RWC also recommended staff provide a detailed work plan for accelerating the GWR. This project represents a current strategic goal of the Board to develop the Groundwater Replenishment Project.
3. Board approved Budget/Personnel Committee's recommendations to approve MOU with MRWMD for Renewable Energy Facility and Bio-Solids Master Plan Project and to have staff consider options to further enhance outreach efforts to the community.
4. Presentation by General Manager and Principal Engineer provided an update on Groundwater Replenishment Project. Four years of general planning and pre-engineering completed – Phase II of Regional Water Program. Background information about GWR: 8,000 AFY water discharged to the Bay – only 2,700 AFY needed for recharging the Seaside Aquifer; modeling successful Orange County project; energy efficient/smaller carbon footprint to produce replenishment water at reasonable cost.

For more information, please contact General Manger Keith Israel at 645-4601 or go to the MRWPCA website to see the full Board Agenda – www.mrwPCA.org.

Joint Powers Authority Member Entities:

Boronda County Sanitation District, Castroville Community Services Water District, County of Monterey, Del Rey Oaks, Fort Ord, Marina Coast Water District, Monterey, Moss Landing County Sanitation District, Pacific Grove, Salinas, Sand City, and Seaside.