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
SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY
TUESDAY, JANUARY 28, 2014 AT 6:00 P.M.
CHARLIE BENSON MEMORIAL HALL, CITY HALL

1. **6:00 P.M. - ROLL CALL** – *Council/Agency*

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENTS:**
   Anyone wishing to address the City Council 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.*

4. **CONSENT AGENDA:** ***Action Items***
   - **A. MINUTES:**
     1. December 17, 2013, Successor Agency and City Council Meeting
     2. December 11, 2013, Planning Commission Meeting - Cancelled
   - **B. MONTHLY REPORTS:**
     1. Claims, December 2013
     2. Unpaid Bills Detail December 2013
     3. Financials, December 2013 vs. December 2012
     4. Fire Department Response Report, December 2013
     5. Police Activity Report, December 2013

5. **OLD BUSINESS:** None

6. NEW BUSINESS:

A. Waste Hauler Franchise Negotiations *Action Item*

B. Fiscal Year 2012-2013 Audit Report; Lavorato and Darling, CPA's *Information Item*

C. Mid-Year Budget Review; City Manager Dawson *Information Item*

D. Consider Resolution No. SA2014-01, A Resolution of the Successor Agency to the Former Del Rey Oaks Redevelopment Agency Approving a Due Diligence Review of Unobligated Balances of the Non-Housing and Housing Funds of the Former Redevelopment Agency Conducted in Accordance with Health and Safety Code Sections 34179.5 and 34179.6(b) *Action Item*

E. Golf Driving Range Potential Uses;
Safeway Gas Station
Tope's Sustainable Garden Center *Action Item*

7. STAFF REPORTS:

A. City Manager Report

8. MAYOR AND COUNCIL REPORTS

9. CORRESPONDENCE:

A. Monterey Regional Waste Management District Meeting Highlights

10. 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.

PUBLIC COMMENTS:
Anyone wishing to address the City Council on matters to be heard under closed session may do so now.

A. Employee Appointment; City Attorney (Govt. Code Section 54957)

11. SET NEXT MEETING DATE: Establish Tuesday, **February 25, 2014**, 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.

JOINT MEETING OF THE CITY OF DEL REY OAKS CITY COUNCIL AND SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY, TUESDAY, DECEMBER 17, 2013 AT 6:00 P.M., CHARLIE BENSON MEMORIAL HALL, CITY HALL

(These are action minutes only, they are not to be considered verbatim)

Present: Council Member/Agency Member Ventimiglia, Cecilio, Allion, Vice Mayor/Agency Vice Chair Clark and Mayor/Agency Chair Edelen

Absent: None

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

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

PLEDGE OF ALLEGIANCE: Led by Assistant City/Assistant Agency Attorney Aquino

PRESENTATION:

State Assembly Member Mark Stone:

Stated he is happy to do a brief presentation about the last year in the legislature. Was on the Santa Cruz Board of Supervisors prior to being a State Assemblyman. Serves on many committees, water being one of them and is working on everyone having drinkable water coming out of each tap. There will be a water bond on the next election in 2014. Also sits on the prison reform committee for AB109 and on a committee on toxins in oceans. Legislature resumes on January 6th so now is the time to get any ideas to him that he can take to Sacramento. On the RDA problem in the legislature they are looking at tools for the former redevelopment agencies. The speaker of the assembly listened to him when they talked about RDA issues. Stated that Republicans and Democrats are talking to each other now and they are breaking down the political barriers and striving to keep that communication open.

Mayor Edelen: Thanked him for all his hard work.

Vice Mayor Clark: Thanked him for helping us and thanked him for AB946 for MST.

Council Member Allion: With regard to the water bond 2014, would you suggest communicating by letter to the committee, the board?

Mark Stone: Letter to the committee chair, letting him know what works, what doesn't work, etc. and also a letter to the sister committee in the Senate. We did have a balanced budget this year and it's the first time in 30 years this has happened. Finally building toward a rainy day.

City Manager Dawson: Thanked Mark Stone for the help on the successor agency and how he has really smoothed the way.

Mark Stone: Thanked him for contacting their office and was happy to help. Offered to help wherever needed.

Public Comment:

Alice Green, Saucito: Fabulous presentation! Interested in asking about his thoughts on desal on how it effects the coastal area.

Mark Stone: Sat on the coastal commission for 3 years. Always has asked communities to work on other solutions, less complicated solutions prior to desal because of the overall cost and environmental impact. Feels this area has done an excellent job in looking at all the alternatives.

PUBLIC COMMENT:

Mayor Edelen: Opened public comment for any items not on the agenda.

Rolf Langland, Paloma Rd: Appeals to the City for openness in the city government, in the case of the proposed Safeway gas station and traffic light. Time and again the citizen's have asked for the former golf driving range to remain open park land. Feels there potential lawsuits. Feels this is too close to Monterey residents. DRO is not a privately run organization!

Pat Lintel, Rosita Rd: Came here to appose a gas station behind Safeway. We have a gas station across the street and one next to Safeway. Feels it's a pity that to have that as the entrance to our city. Too many entrances to Canyon Del Rey already causing traffic problems already. Worst congested area on the peninsula. Another signal would back up traffic even more. Was her understanding that the City was working with the Monterey Parks department and wants to know what happened? The residents feel they need to be included in the planning. The residents have overwhelmingly requested DRO stay green.

Mayor Edelen: The City Manager is responsible for looking for revenue sources. The Council is responsible for deciding if this is a good idea. He stated this will go before the public, then before the Council then a decision will be made. This is not your only opportunity to speak.

Council Member Allion: No matter what gets presented there is still a long CEQA process that the city has to go through. This will be very public.

Mayor Edelen: This will be very clear and open. The Planning Commission will also look at this.

Irene Barlich: Gas stations are all over, it's part of a city. Whenever we (the city) want to accomplish something there are all those naysayers that shoot it down. We need income! To eventually fix our potholes, the sewers need repair, who's going to pay for it? If all the naysayers don't want anything then reach in your pocket, pay for it!

Lydia (inaudible): Came down CDR and saw 2 pine trees catch fire. Cannot think of a gas station behind Safeway. Has not come up with any ideas and feels that our greatest asset is families. Find a way HOW to do it. Can't we carve a few lots to sell for homes to support our families?

Warren Kaufman, Ralston: Concerned about a gas station because he looks at the area.

Conner Carlson: Youth of Del Rey Oaks. The City Manager is taking a look at different ways to make money. How can we talk about it and submit ideas? and where?

City Manager Dawson: Feel free to take a card and contact me directly.

Kim Svetich-Will: Speaks on behalf of about 5 homes within 50 feet of the gas station. She is also a representative of the Monterey homeowners group. Appeals to the council to listen to their constituents. Also on behalf of a DRO resident who could not be here. Question, do we need another gas station? Urges the city to wait for the resolution of the Ft. Ord lawsuit. He made

comment about the Starbucks on the corner of Canyon Del Rey Rd and Del Monte and how it was a good idea to begin with but now they regret it.

Joan Davidson: Very disappointed in the dog park, there are problems with people not following the rules. Dogs off leash, dog poop everywhere.

CONSENT AGENDA:

A. MINUTES:

1. October 22, 2013, City Council Meeting
2. November 4, 2013, Special City Council Meeting
3. November 19, 2013, City Council Meeting – Cancelled
4. October 09, 2013, Regular Planning Commission Meeting

B. MONTHLY REPORTS:

1. Claims, November 2013
2. Unpaid Bills Detail through November 2013
3. Financial reports November 2013/Comparison to November 2013
4. Fire Department Response Report, November 2013
5. Police Activity Report, November 2013

C. MISCELLANEOUS:

1. 2014 City Council and Planning Commission Meeting Calendar

Mayor Edelen: Are there any items to pull?

Council Member Ventimiglia: Wants to pull 5A1 and 5B2.

Council Member Allion: Wants to pull 5B2.

Council Member Ventimiglia: Did the [Peffley's] issue get resolved?

City Manager Dawson: Yes within two days

Council Member Ventimiglia. Also wanted to point out the payables for the people that left they needed to know this but apparently they only are interested in one part.

Council Member Allion: End of 2012 we had $180,000 now we have $116,000 so our reserves are down.

Motion to approve:	*Council Member Allion*
Seconded:	*Vice Mayor Clark*
Public Comments:	*None*
Motion passed:	*5-0*

OLD BUSINESS:

The Council considered **ITEM 6.A.,** Ordinance 276 Amending the Del Rey oaks Municipal Code to Establish Additional Animal Control Regulations. *(Second Reading)*

Council Member Allion: We just had someone complain about the dog park and not being enforced. This is the same thing how can we enforce this?

Council Member Ventimiglia: Unless there is a way to at least initially inspect this, he can't support it.

Mayor Edelen: Asked for motion.

Motion to approve:	*Vice Mayor Clark*
Seconded:	*Council Member Ceclio*
Public Comment:	*None*
Motion passed:	*3 (Edelen, Clark, Cecilio) - 2 (Ventimiglia/Allion)*

NEW BUSINESS:

The Council considered **ITEM 7.A.,** Consider 2014 Regional Agencies Boards and Committee Representative Appointment List

Mayor Edelen: Everyone said yes to their assignments but wanted to make a couple corrections. On the water JPS he is on the board but not on the TAC committee, Daniel Dawson is the TAC representative and on the Water Pollution Control Agency there is no alternate. Dennis Allion is the representative but with no alternate.

Motion to approve:	*Council Member Cecilio*
Second:	*Vice Mayor Clark*
Public Comment:	*None*
Motion passed:	*5-0*

The Council considered **ITEM 7.B.,** Consider Resolution SA2013-01, A Resolution of the Successor Agency to the Former Del Rey oaks Redevelopment Agency approving a Long Range Property Management Plan Prepared Pursuant to AB 1484 Section 32191.5 for Disposition of a Real Property Assets of the Former Redevelopment Agency *(Agency Item)*

Agency Executive Director Dawson: Stated Assembly Member Stone was very helpful in guiding Kim (Agency Secretary Carvalho) through this process. Kim did a great job in gathering together an oversight board who review what the Successor Agency recommends. He listed off the members of the oversight board:

Supervisor Jane Parker for the County of Monterey
Harvey Kuffner for the Monterey County Office of Education
Be Astengo for the County Library Special District
Vicki Nakamura for the Community College Chancellors Office
Mayor Jerry Edelen for the City
City Manager Daniel Dawson for the employees of the City
David Kimball citizen representative for the County to be confirmed at the next County Board of Supervisors meeting on January 7th.

What this resolution is asking you to do is approve the long range property management plan (LRPMP) so we can have your property transferred back to the City. Any assets we sell on the former Ft. Ord has to be split 50/50 with FORA. This LMPRP is what is legally required to be filed with the State and what the oversight board will be looking at.

Motion to approve:	*Agency Member Allion*
Seconded:	*Agency Vice Chair Clark*
Public Comment:	*None*
Motion passed:	*5-0*

STAFF REPORT:

City Manager Report:

Went for a long walk through the park and counted 6 piles of dog poop along the creek and at least 4 people walking their dogs off leash and when talked to about this, they were indignant about being asked. Safeway has not submitted anything to the City. A senior living facility has expressed interest in a portion of Ft. Ord. We need to get through the DOF process before we can talk about any other plans including the Solar Farm plan. 13th had excess insurance authority meeting and to put it in perspective they have a 500 million dollar treasury. Council Member Allion and he met with the auditors for their presentation in January with a mid-year budget report. Thanked Sgt. Bourquin for attending the communications meeting about their 2 million cost over-run! Reported to the council that the judge finally remanded the lawsuit with Federal back to the peninsula from Delaware. Will be attending Monterey Bay Area managers group Friday.

COUNCIL REPORTS:

Council Member Allion:

Attended the workshop on water, parks, and wildlife. David Stoldt did a superb job on representing the water district. A lot of public comment. Hoping that if a water bond can be passed in 2014 we can get some money. Special session on waste hauling.

Council Member Cecilio:

Met with the civil grand jury about mosquito abatement district. The grand jury is meeting with a lot of cities on positive things. Seaside Sanitation district found that the bicycle shop on Del Monte was on septic and that Carlton Drive people need to eventually be hooked up to the sewer system.

Vice Mayor Clark:

Attended MST and talked about getting grant money to purchase new busses. The Santa's Workshop was a great success. Big congratulations to Reserve Officer Laurits for representing DRO.

Council Member Allion: Also mentioned the article in the weekly about Reserve Officer Salopek helping with an injured police dog and our emergency vets in Stone Creek.

Council Member Ventimiglia:

Attended both of his meetings. Community human services has a good positive cash flow. AMBAG wasn't going to meet in December but decided to because of some urgent items.

Mayor Edelen:

Attended veterans ceremony, veterans admin ceremony, CSUMB business school ground breaking, president of CSUMB ceremony, San Luis Obispo tax meeting, FORA presentation for HABLE, Leadership Monterey Peninsula, CSUMB FORA Colloquium to give everyone a common base to work from, FORA, TAMC, Water JPA, Hospitality, Realtor, aquarium, Watermaster, receptions all to attend. A lot of people don't know that you get a lot more done at some of the social networking than you do at the actual meetings. After a glass of wine you can get a lot done.

CORRESPONDENSE:

Mayor Edelen:

Announced the correspondence in the packet:

A. DROPD Personnel Action Record
B. Monterey Regional Waste Management District Meeting Highlights for October and November, 2013
C. League of California Cities letter
D. League of California City 2013 Annual Report

And announced there would be no closed session since the news today from the courts was announced by the City Manager.

7:28 p.m.: Adjourn from the regular meeting.

Next meeting: Tuesday, January 28, 2013 at 6:00 P.M.

Approved:

_____

Signature Date

CITY OF DEL REY OAKS

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

December 6, 2013

-NOTICE-

NOTICE IS HEREBY GIVEN THAT THE REGULAR
DEL REY OAKS PLANNING COMMISSION MEETING:

WEDNESDAY, DECEMBER 11, 2013 AT 6:00 P.M.

HAS BEEN CANCELLED
DUE TO A LACK OF ITEMS TO BE HEARD

THE NEXT REGULAR SCHEDULED PLANNING COMMISSION
MEETING WILL BE HELD ON:

WEDNESDAY, JANUARY 8, 2014 AT 6:00 P.M.

AT THE CHARLIE BENSON MEMORIAL HALL,
650 CANYON DEL REY ROAD, DEL REY OAKS

KAREN MINAMI
Deputy City Clerk

CITY OF DEL REY OAKS
Claims Report
December 2013

Date	Num	Name	Memo	Amount
ADAMSON INDUSTRIES				
12/30/2013	13936	ADAMSON INDUS...		8,528.10
Total ADAMSON INDUSTRIES				8,528.10
AFLAC				
12/30/2013	13937	AFLAC		563.60
Total AFLAC				563.60
ALAN'S AUTO GLASS				
12/30/2013	13938	ALAN'S AUTO GLA...	#61 WINDOW REPLACEMENT	295.00
Total ALAN'S AUTO GLASS				295.00
ALLIANT INSURANCE				
12/30/2013	13939	ALLIANT INSURA...	WESTERN CITIES PHYSICAL DAMAGE POLICY ...	253.87
Total ALLIANT INSURANCE				253.87
AMERICAN LOCK & KEY				
12/30/2013	13940	AMERICAN LOCK ...	LOCKS AND KEYS-inv. 22810&22403	21.68
Total AMERICAN LOCK & KEY				21.68
AT&T CAL NET 2				
12/30/2013	13941	AT&T CAL NET 2		454.36
Total AT&T CAL NET 2				454.36
BAY SERVICE AUTOMOTIVE				
12/30/2013	13942	BAY SERVICE AU...		2,534.29
Total BAY SERVICE AUTOMOTIVE				2,534.29
Bob Ingersoll				
12/30/2013	13943	Bob Ingersoll	reim. for security equipment for camera installation	51.11
Total Bob Ingersoll				51.11
BOUND TREE				
12/30/2013	13944	BOUND TREE		123.88
Total BOUND TREE				123.88
BROWN&BROWN INSURANCE				
12/30/2013	13945	BROWN&BROWN I...	Installment payment on Crime Policy inv. 155628 20...	500.00
Total BROWN&BROWN INSURANCE				500.00
BROWNELLS, INC.				
12/30/2013	13946	BROWNELLS, INC.		842.38
Total BROWNELLS, INC.				842.38
CALIFORNIA-AMERICAN WATER				
12/30/2013	13947	CALIFORNIA-AME...		1,159.62
Total CALIFORNIA-AMERICAN WATER				1,159.62
CALIFORNIA BUILDING STANDARDS COMMISSION				
12/30/2013	13948	CALIFORNIA BUIL...	BUILDING STANDARD STATE FEE 4/1/13-6/30/13	14.40
Total CALIFORNIA BUILDING STANDARDS COMMISSION				14.40
CENTRAL COAST TREE AND TIMBER SERV				
12/30/2013	13949	CENTRAL COAST ...	CHIP VARIOUS BRUSH PILES THROUGH OUT Cl...	825.00
Total CENTRAL COAST TREE AND TIMBER SERV				825.00
CITY OF MONTEREY				
12/30/2013	13950	CITY OF MONTER...		5,755.07
Total CITY OF MONTEREY				5,755.07
CITY OF SALINAS, ATTORNEY SERVICES				
12/30/2013	13951	CITY OF SALINAS, ...		2,594.65
Total CITY OF SALINAS, ATTORNEY SERVICES				2,594.65
CITY OF SEASIDE				
12/30/2013	13952	CITY OF SEASIDE	STREET SWEEPING FEB 13	1,256.10

CITY OF DEL REY OAKS
Claims Report
December 2013

Date	Num	Name	Memo	Amount
Total CITY OF SEASIDE				1,256.10
CO-POWER				
12/30/2013	13953	CO-POWER	DEC 13 DELTA DENTAL PREMIUM INV. 385478	1,701.97
Total CO-POWER				1,701.97
COMCAST HIGH SPEED INTERNET				
12/30/2013	13954	COMCAST HIGH S...	VOID: K.M. PAID BY PHONE TO AVOID INTERN...	
12/30/2013	13954	COMCAST HIGH S...	VOID: K.M. PAID BY PHONE TO AVOID INTERN...	
Total COMCAST HIGH SPEED INTERNET				
COMMUNITY HOSPITAL OF MTY				
12/30/2013	13955	COMMUNITY HOS...	BLOOD ALCOHOL DRAW FEE-7/6/13	20.00
Total COMMUNITY HOSPITAL OF MTY				20.00
COUNTY OF MONTEREY -ELECTION DEPT.				
12/30/2013	13956	COUNTY OF MON...	NOV. 2012- PRESIDENTIAL GENERAL ELECTION	5,318.67
Total COUNTY OF MONTEREY -ELECTION DEPT.				5,318.67
CREEGAN & D'ANGELO				
12/30/2013	13957	CREEGAN & D'AN...	MRSWMP MANAGEMENT COMMITTEE AND W...	3,808.00
Total CREEGAN & D'ANGELO				3,808.00
CUTRUFELLI'S				
12/30/2013	13958	CUTRUFELLI'S	PD HATS WITH PATCHES and NAMES	43.00
Total CUTRUFELLI'S				43.00
David Nguyen, Officer				
12/13/2013	13930	David Nguyen, Officer	Wellness Benefit	149.00
Total David Nguyen, Officer				149.00
DEPT OF CONSERVATION				
12/30/2013	13959	DEPT OF CONSER...	smip fee's for 4/1/13-6/30/13	20.55
Total DEPT OF CONSERVATION				20.55
ENTERSECT CORPORATION				
12/30/2013	13960	ENTERSECT CORP...		158.00
Total ENTERSECT CORPORATION				158.00
FIRST AMERICAN REAL ESTATE SOLUTIONS				
12/30/2013	13961	FIRST AMERICAN ...	METRO SCAN- ADDRESS SERVICE-SEPT 13	115.00
Total FIRST AMERICAN REAL ESTATE SOLUTIONS				115.00
FIRST CHOICE SERVICES				
12/30/2013	13962	FIRST CHOICE SER...		151.60
Total FIRST CHOICE SERVICES				151.60
FORD MOTOR CREDIT COMPANY				
12/30/2013	13963	FORD MOTOR CRE...	CM UNIT #71 LEASE INVOICE #1075252	4,409.73
Total FORD MOTOR CREDIT COMPANY				4,409.73
GALL'S INC.				
12/30/2013	13991	GALL'S INC.	POLICE SUPPLIES INV#000717249	184.91
Total GALL'S INC.				184.91
GLOBALSTAR USA				
12/30/2013	13964	GLOBALSTAR USA		163.98
Total GLOBALSTAR USA				163.98
GOLDFARB & LIPMAN				
12/30/2013	13933	GOLDFARB & LIP...	INV -104274 NEW FORT ORD DIVISION AND TR...	4,255.00
Total GOLDFARB & LIPMAN				4,255.00
HOME DEPOT CRC				
12/30/2013	13965	HOME DEPOT CRC	ACCT. # 6035 3220 0248 6219 SUPPLIES AND MA...	775.31
Total HOME DEPOT CRC				775.31

CITY OF DEL REY OAKS
Claims Report
December 2013

Date	Num	Name	Memo	Amount
I.M.P.A.C.GOVERNM'T SER				
12/30/2013	13966	I.M.P.A.C.GOVERN...	ACCT. 4246044555649924-NOV 2013	766.19
Total I.M.P.A.C.GOVERNM'T SER				766.19
IE SOLUTIONS				
12/30/2013	13967	IE SOLUTIONS		487.50
Total IE SOLUTIONS				487.50
JAMES DE CHALK				
12/30/2013	13968	JAMES DE CHALK		975.00
Total JAMES DE CHALK				975.00
JAMES J. HILL III				
12/03/2013	13926	JAMES J. HILL III	VOID: REIMBURSE FOR POLICE DOG CHK #425...	
12/03/2013	13926	JAMES J. HILL III	VOID: REIMBURSE FOR POLICE DOG CHK #425...	
Total JAMES J. HILL III				
JOE JOHNSON				
12/13/2013	13931	JOE JOHNSON	Wellness Benefit	160.00
Total JOE JOHNSON				160.00
JR BOOTS				
12/30/2013	13969	JR BOOTS	WORK BOOTS FOR JOE JOHNSON	254.92
Total JR BOOTS				254.92
KELLY-MOORE PAINT CO.INC				
12/30/2013	13992	KELLY-MOORE PA...	SUPPLIES OCT 2013	45.65
Total KELLY-MOORE PAINT CO.INC				45.65
LAVARATO & DARLING, INC.				
12/30/2013	13970	LAVARATO & DA...		25,000.00
Total LAVARATO & DARLING, INC.				25,000.00
MARTINS' IRRIGATION SUP				
12/30/2013	13993	MARTINS' IRRIGA...	IRRIGATION SUPPLIES	57.56
Total MARTINS' IRRIGATION SUP				57.56
MICHAEL C. KIMBALL				
12/30/2013	13971	MICHAEL C. KIMB...	PATCHES FOR P/D	352.50
Total MICHAEL C. KIMBALL				352.50
MONTEREY AUTO SUPPLY INC.				
12/30/2013	13994	MONTEREY AUTO...	SUPPLIES SEPT. OCT. 2013	307.51
Total MONTEREY AUTO SUPPLY INC.				307.51
MONTEREY BAY AREA INSURANCE FUND				
12/30/2013	13972	MONTEREY BAY ...		37,937.06
Total MONTEREY BAY AREA INSURANCE FUND				37,937.06
MONTEREY BAY TECHNOLOGIES				
12/30/2013	13973	MONTEREY BAY T...		566.98
Total MONTEREY BAY TECHNOLOGIES				566.98
MONTEREY COUNTY PARKS				
12/30/2013	13995	MONTEREY COUN...		900.00
Total MONTEREY COUNTY PARKS				900.00
MONTEREY COUNTY SHERIFF				
12/30/2013	13974	MONTEREY COUN...	ACJIS 4TH QUARTER 2013	1,151.36
Total MONTEREY COUNTY SHERIFF				1,151.36
MONTEREY COUNTY TAX COLLECTOR				
12/30/2013	13996	MONTEREY COUN...		328.18
Total MONTEREY COUNTY TAX COLLECTOR				328.18
MONTEREY PENINSULA CHAMBER OF COMMERCE				
12/30/2013	13975	MONTEREY PENIN...	INV. 14441 11/1/13-11/1/14	400.00

CITY OF DEL REY OAKS
Claims Report
December 2013

Date	Num	Name	Memo	Amount
Total MONTEREY PENINSULA CHAMBER OF COMMERCE				400.00
MONTEREY PENINSULA REGIONAL WATER AUTH.				
12/30/2013	13997	MONTEREY PENIN...	2013-14 JPA membership contribution	8,288.00
Total MONTEREY PENINSULA REGIONAL WATER AUTH.				8,288.00
MRWPCA				
12/30/2013	13998	MRWPCA	MRSWMP CITY SERVICE FEE	77.28
Total MRWPCA				77.28
MTRY BAY OFFICE PRODUCTS				
12/30/2013	13976	MTRY BAY OFFIC...		1,211.49
Total MTRY BAY OFFICE PRODUCTS				1,211.49
MTRY COUNTY PEACE ASSOC,				
12/30/2013	13999	MTRY COUNTY PE...	SHOOTING RANGE USE 7/2/12,7/4/12,10/8/12,10/9...	575.00
Total MTRY COUNTY PEACE ASSOC,				575.00
MTRY CTY EMERGENCY SERV				
12/30/2013	13977	MTRY CTY EMER...		43,407.00
Total MTRY CTY EMERGENCY SERV				43,407.00
NEILL ENGINEERS CORP				
12/30/2013	14000	NEILL ENGINEERS...	RETAINER FOR 7/1/12-9/30/12	300.00
Total NEILL ENGINEERS CORP				300.00
NEXTEL COMMUNICATION				
12/30/2013	13978	NEXTEL COMMUN...		779.41
Total NEXTEL COMMUNICATION				779.41
OFFICE DEPOT				
12/30/2013	13979	OFFICE DEPOT		1,417.26
Total OFFICE DEPOT				1,417.26
OFFICE EQUIPMENT FINANCE SERVICES				
12/30/2013	13980	OFFICE EQUIPME...		505.43
Total OFFICE EQUIPMENT FINANCE SERVICES				505.43
P.E.R.S.-HEALTH				
12/20/2013	13934	P.E.R.S.-HEALTH		38,585.27
Total P.E.R.S.-HEALTH				38,585.27
PACHULSKI, STANG, ZIEHL & JONES LLP				
12/30/2013	114	PACHULSKI, STAN...	Professional Services Rendered though 11/30/13 Fede...	11,143.90
Total PACHULSKI, STANG, ZIEHL & JONES LLP				11,143.90
PENINSULA WELDING SUPPLY				
12/30/2013	14001	PENINSULA WELD...		16.00
Total PENINSULA WELDING SUPPLY				16.00
PERS				
12/20/2013	13935	PERS		41,619.84
Total PERS				41,619.84
PERS - 457 PLAN				
12/13/2013	13932	PERS - 457 PLAN		1,300.00
Total PERS - 457 PLAN				1,300.00
PG&E				
12/30/2013	14002	PG&E	GAS & ELECTRIC 8/14/13-9/12/13	2,484.94
Total PG&E				2,484.94
PG&E-GJM&218				
12/30/2013	14003	PG&E-GJM&218	6817283169-2	44.37
Total PG&E-GJM&218				44.37
PITNEY BOWES-QTLY INV				

CITY OF DEL REY OAKS
Claims Report
December 2013

Date	Num	Name	Memo	Amount
12/30/2013	13981	PITNEY BOWES-Q...	postage machine rental invoice #5427068-SP13	192.69
Total PITNEY BOWES-QTLY INV				192.69
PNC Equipment Finance				
12/30/2013	13982	PNC Equipment Fina...	PD RADIO LEASE INV. 4644216 (QUARTERLY P...	5,497.70
Total PNC Equipment Finance				5,497.70
PURE WATER				
12/30/2013	13983	PURE WATER		152.15
Total PURE WATER				152.15
QuickBooks Payroll Service				
12/04/2013		QuickBooks Payroll ...	Amended return fee	360.00
12/04/2013		QuickBooks Payroll ...	Amended return fee	310.00
12/12/2013		QuickBooks Payroll ...	Fee for 10 direct deposit(s) at $1.50 each	15.00
12/12/2013		QuickBooks Payroll ...	Fee for 12 employee(s) paid	18.00
12/12/2013		QuickBooks Payroll ...	Monthly processing fee for Dec 2013	89.00
12/12/2013		QuickBooks Payroll ...	No state fee for CA for Dec 2013	
12/12/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/11/2013	4.75
12/12/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/11/2013	4,435.00
12/12/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/11/2013	526.69
12/12/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/11/2013	526.69
12/12/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/11/2013	49.15
12/12/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/11/2013	49.15
12/12/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/11/2013	1,565.02
12/12/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/11/2013	242.36
12/12/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/11/2013	24,774.83
12/12/2013		QuickBooks Payroll ...	Fee for 2 direct deposit(s) at $1.50 each	3.00
12/12/2013		QuickBooks Payroll ...	Fee for 2 employee(s) paid	3.00
12/12/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/11/2013	656.00
12/12/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/11/2013	88.24
12/12/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/11/2013	88.24
12/12/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/11/2013	217.69
12/12/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/11/2013	25.24
12/12/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/11/2013	5,098.21
12/30/2013		QuickBooks Payroll ...	Fee for 12 direct deposit(s) at $1.50 each	18.00
12/30/2013		QuickBooks Payroll ...	Fee for 17 employee(s) paid	25.50
12/30/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/20/2013	12.26
12/30/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/20/2013	4,840.35
12/30/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/20/2013	561.14
12/30/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/20/2013	561.14
12/30/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/20/2013	126.67
12/30/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/20/2013	126.67
12/30/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/20/2013	1,686.99
12/30/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/20/2013	266.11
12/30/2013		QuickBooks Payroll ...	Created by Payroll Service on 12/20/2013	27,048.79
Total QuickBooks Payroll Service				74,418.88
Randy's Sandwich Shop				
12/30/2013	14004	Randy's Sandwich Sh...	FOOD FOR P.D.	136.00
Total Randy's Sandwich Shop				136.00
RYAN RANCH PRINTERS				
12/30/2013	13984	RYAN RANCH PRI...	BUSINESS CARDs INV. 14569	162.38
Total RYAN RANCH PRINTERS				162.38
SAN DIEGO POLICE EQUIPMENT, INC.				
12/30/2013	13985	SAN DIEGO POLIC...	DEPT. AMMO ORDERED 7/9/13 INV. 607387	1,638.88
Total SAN DIEGO POLICE EQUIPMENT, INC.				1,638.88
SHRED-IT				
12/30/2013	14005	SHRED-IT	SHREDDING SERVICE-9402440290 AUG. 2013 SE...	57.89
Total SHRED-IT				57.89
SPCA OF MONTEREY COUNTY				
12/30/2013	13986	SPCA OF MONTER...		1,560.00

CITY OF DEL REY OAKS
Claims Report
December 2013

Date	Num	Name	Memo	Amount
Total SPCA OF MONTEREY COUNTY				1,560.00
SPECIAL OPERATIONS TECHNOLOGIES, INC.				
12/30/2013	13987	SPECIAL OPERATI...	POLICE SUPPLIES INV. 29114A	557.41
Total SPECIAL OPERATIONS TECHNOLOGIES, INC.				557.41
TERMINIX				
12/30/2013	13988	TERMINIX	6099531	126.00
Total TERMINIX				126.00
UNION BANK Charges				
12/31/2013	EFT12312013	UNION BANK Char...	Bank Charges December 2013	227.28
Total UNION BANK Charges				227.28
UNITED SITE SERVICES				
12/30/2013	13989	UNITED SITE SER...		266.22
Total UNITED SITE SERVICES				266.22
VALLEY SAW & GARDEN EQUIP				
12/30/2013	14006	VALLEY SAW & G...	INVOICE 206285 WEED EATER SUPPLIES	159.51
Total VALLEY SAW & GARDEN EQUIP				159.51
VSP				
12/30/2013	13990	VSP	VISION SERVICE PLAN DEC 2013	162.48
Total VSP				162.48
WILSON ELECTRONICS				
12/30/2013	14007	WILSON ELECTR...	ANTENNAS AND MOUNT FOR #80 PD WILL REI...	272.45
Total WILSON ELECTRONICS				272.45
ZUSTAN K-9				
12/03/2013	13927	ZUSTAN K-9	K-9 COST, ORIGINALLY PAID BY JAMES HILL C...	7,000.00
Total ZUSTAN K-9				7,000.00
TOTAL				**361,081.35**

CITY OF DEL REY OAKS
Unpaid Bills Detail
July through December 2013

Date	Name	Memo	Account	Class	Amount	Balance	Due Date
ADAMSON INDUSTRIES							
09/16/2013	ADAMSON INDUSTRIES	INV 114609 AMMUNITION ordered 4/25/13	60440 · SPECIAL SUPPLY POLICE	172 POLICE	4,426.80	4,426.80	09/26/2013
09/25/2013	ADAMSON INDUSTRIES	INV 115410 AMMUNITION ordered 4/25/13	60440 · SPECIAL SUPPLY POLICE	172 POLICE	4,101.30	8,528.10	10/05/2013
Total ADAMSON INDUSTRIES					8,528.10	8,528.10	
AT&T CAL NET 2							
12/19/2013	AT&T CAL NET 2	PHONE 11/19/13-12/18/13	60530 · TELEPHONE / INTERNET	172 POLICE	144.36	144.36	01/18/2014
12/19/2013	AT&T CAL NET 2	PHONE 11/19/13-12/18/13	60530 · TELEPHONE / INTERNET	General Gover...	63.40	207.76	01/18/2014
12/19/2013	AT&T CAL NET 2	PHONE 11/19/13-12/18/13	60530 · TELEPHONE / INTERNET	311 PUB WKS...	15.13	222.89	01/18/2014
Total AT&T CAL NET 2					222.89	222.89	
BARTEL ASSOCIATIONS, LLC							
09/20/2013	BARTEL ASSOCIATIONS, LLC	ACTUARIAL CONSULTING SERVICES FOR 2012...	60625 · CONTRACTUAL AUDIT	General Gover...	531.25	531.25	10/20/2013
11/25/2013	BARTEL ASSOCIATIONS, LLC	ACTUARIAL CONSULTING SERVICES FOR 2012...	60625 · CONTRACTUAL AUDIT	General Gover...	2,062.50	2,593.75	12/05/2013
Total BARTEL ASSOCIATIONS, LLC					2,593.75	2,593.75	
BOUND TREE							
12/06/2013	BOUND TREE	MEDICAL SUPPLIES INV. 81280640	60410 · MATERIALS/SUPPLY	172 POLICE	40.31	40.31	01/05/2014
12/12/2013	BOUND TREE	MEDICAL SUPPLIES INV. 81285012	60410 · MATERIALS/SUPPLY	172 POLICE	40.31	80.62	01/11/2014
Total BOUND TREE					80.62	80.62	
BROWNELLS, INC.							
07/01/2013	BROWNELLS, INC.	MISC. POLICE EQUIP. INV.09092527.00	60440 · SPECIAL SUPPLY POLICE	172 POLICE	298.95	298.95	07/11/2013
07/11/2013	BROWNELLS, INC.	MISC. POLICE EQUIP. INV.09121827.00	60440 · SPECIAL SUPPLY POLICE	172 POLICE	273.93	572.88	07/21/2013
07/24/2013	BROWNELLS, INC.	MISC. POLICE EQUIP. INV. 09157969.00	60440 · SPECIAL SUPPLY POLICE	172 POLICE	139.57	712.45	08/03/2013
Total BROWNELLS, INC.					712.45	712.45	
CALIFORNIA-AMERICAN WATER							
12/05/2013	CALIFORNIA-AMERICAN WA...	650 CANYON DEL REY RD. ACCT. 1015-210018...	60525 · UTILITIES/WATER	General Gover...	237.15	237.15	01/04/2014
12/05/2013	CALIFORNIA-AMERICAN WA...	1044 PORTOLA DR. ACCT. 1015-WATER 10/24/1...	60525 · UTILITIES/WATER	411 PARKS/R...	25.89	263.04	01/04/2014
12/05/2013	CALIFORNIA-AMERICAN WA...	33 QUENDALE 1015-210018799016 WATER 10/24...	60525 · UTILITIES/WATER	411 PARKS/R...	25.89	288.93	01/04/2014
12/05/2013	CALIFORNIA-AMERICAN WA...	950 ANGELUS WAY ACCT. 1015-210021327653 ...	60525 · UTILITIES/WATER	411 PARKS/R...	87.69	376.62	01/04/2014
12/05/2013	CALIFORNIA-AMERICAN WA...	8 LOS ENCINOS ACCT. 1015-210021397607 WAT...	60525 · UTILITIES/WATER	411 PARKS/R...	64.73	441.35	01/04/2014
12/05/2013	CALIFORNIA-AMERICAN WA...	59 LOS ENCINOS ACCT. 1015-210021396208 WA...	60525 · UTILITIES/WATER	411 PARKS/R...	25.89	467.24	01/04/2014
12/05/2013	CALIFORNIA-AMERICAN WA...	800 ROSITA RD. ACCT. 10152100221255352 WAT...	60525 · UTILITIES/WATER	172 POLICE:1...	47.97	515.21	01/04/2014
12/05/2013	CALIFORNIA-AMERICAN WA...	899 ROSITA RD ACCT. 1015-21002651943 WATE...	60525 · UTILITIES/WATER	411 PARKS/R...	46.55	561.76	01/04/2014
Total CALIFORNIA-AMERICAN WATER					561.76	561.76	
CITY OF MONTEREY							
08/14/2013	CITY OF MONTEREY	INV. 55282 PAVEMENT MARKING AND 4 FABRI...	60505 · REPAIR/MAINTENANCE	311 PUB WKS...	420.01	420.01	08/24/2013
08/27/2013	CITY OF MONTEREY	INV. 55320 JULY FUEL COSTS MISC FUEL	60720 · AUTO OPS - FUEL	311 PUB WKS...	295.37	715.38	09/06/2013
08/27/2013	CITY OF MONTEREY	INV. 55320 JULY FUEL COSTS #60	60720 · AUTO OPS - FUEL	172 POLICE	348.59	1,063.97	09/06/2013
08/27/2013	CITY OF MONTEREY	INV. 55320 JULY FUEL COSTS #61	60720 · AUTO OPS - FUEL	172 POLICE	143.32	1,207.29	09/06/2013
08/27/2013	CITY OF MONTEREY	INV. 55320 JULY FUEL COSTS #62	60720 · AUTO OPS - FUEL	172 POLICE	201.08	1,408.37	09/06/2013
08/27/2013	CITY OF MONTEREY	INV. 55320 JULY FUEL COSTS #63	60720 · AUTO OPS - FUEL	172 POLICE	768.79	2,177.16	09/06/2013
08/27/2013	CITY OF MONTEREY	INV. 55320 JULY FUEL COSTS #80	60720 · AUTO OPS - FUEL	172 POLICE	499.43	2,676.59	09/06/2013
08/27/2013	CITY OF MONTEREY	INV. 55320 JULY FUEL COSTS #32	60720 · AUTO OPS - FUEL	311 PUB WKS...	167.93	2,844.52	09/06/2013
08/27/2013	CITY OF MONTEREY	INV. 55320 JULY FUEL COSTS #33	60720 · AUTO OPS - FUEL	311 PUB WKS...	249.48	3,094.00	09/06/2013
09/05/2013	CITY OF MONTEREY	INV. 55529 BUILDING INSPECTIONS JULY 2013	60640 · CONTRACTUAL SVCS PLANNING	301 PUB WKS...	405.00	3,499.00	09/15/2013
09/30/2013	CITY OF MONTEREY	INV. 55588 FUEL AUG. 2013 #60	60720 · AUTO OPS - FUEL	172 POLICE	436.17	3,935.17	10/10/2013
09/30/2013	CITY OF MONTEREY	INV. 55588 FUEL AUG. 2013 #61	60720 · AUTO OPS - FUEL	172 POLICE	239.43	4,174.60	10/10/2013
09/30/2013	CITY OF MONTEREY	INV. 55588 FUEL AUG. 2013 #62	60720 · AUTO OPS - FUEL	172 POLICE	268.31	4,442.91	10/10/2013
09/30/2013	CITY OF MONTEREY	INV. 55588 FUEL AUG. 2013 #63	60720 · AUTO OPS - FUEL	172 POLICE	809.74	5,252.65	10/10/2013
09/30/2013	CITY OF MONTEREY	INV. 55588 FUEL AUG. 2013 #68	60720 · AUTO OPS - FUEL	172 POLICE	77.32	5,329.97	10/10/2013
09/30/2013	CITY OF MONTEREY	INV. 55588 FUEL AUG. 2013 #80	60720 · AUTO OPS - FUEL	172 POLICE	398.08	5,728.05	10/10/2013

CITY OF DEL REY OAKS
Unpaid Bills Detail
July through December 2013

Date	Name	Memo	Account	Class	Amount	Balance	Due Date
09/30/2013	CITY OF MONTEREY	INV. 55588 FUEL AUG. 2013 #32	60720 · AUTO OPS - FUEL	311 PUB WKS...	210.85	5,938.90	10/10/2013
10/03/2013	CITY OF MONTEREY	INV. 56444 AUGUST 2013 INSPECTION SERVIC...	60640 · CONTRACTUAL SVCS PLANNING	301 PUB WKS...	3,111.81	9,050.71	10/13/2013
10/10/2013	CITY OF MONTEREY	INV. 56473 FUEL SEPT 2013 MISC FUEL	60720 · AUTO OPS - FUEL	311 PUB WKS...	66.88	9,117.59	10/20/2013
10/10/2013	CITY OF MONTEREY	INV. 56473 FUEL SEPT 2013 #60	60720 · AUTO OPS - FUEL	172 POLICE	419.07	9,536.66	10/20/2013
10/10/2013	CITY OF MONTEREY	INV. 56473 FUEL SEPT 2013 #61	60700 · AUTO OPERATION	172 POLICE	48.52	9,585.18	10/20/2013
10/10/2013	CITY OF MONTEREY	INV. 56473 FUEL SEPT 2013 #62	60720 · AUTO OPS - FUEL	172 POLICE	188.08	9,773.26	10/20/2013
10/10/2013	CITY OF MONTEREY	INV. 56473 FUEL SEPT 2013 #63	60720 · AUTO OPS - FUEL	172 POLICE	750.39	10,523.65	10/20/2013
10/10/2013	CITY OF MONTEREY	INV. 56473 FUEL SEPT 2013 #80	60720 · AUTO OPS - FUEL	172 POLICE	451.55	10,975.20	10/20/2013
10/10/2013	CITY OF MONTEREY	INV. 56473 FUEL SEPT 2013 #32	60720 · AUTO OPS - FUEL	311 PUB WKS...	154.83	11,130.03	10/20/2013
10/10/2013	CITY OF MONTEREY	INV. 56473 FUEL SEPT 2013 #33	60720 · AUTO OPS - FUEL	311 PUB WKS...	244.73	11,374.76	10/20/2013
10/28/2013	CITY OF MONTEREY	INV. 56526 PLAN CHECK SERVICES SEPT 2013	60640 · CONTRACTUAL SVCS PLANNING	301 PUB WKS...	431.34	11,806.10	11/07/2013
11/18/2013	CITY OF MONTEREY	INV. 56756 OCTOBER 2013 FUEL MISC FUEL	60720 · AUTO OPS - FUEL	411 PARKS/R...	331.32	12,137.42	11/28/2013
11/18/2013	CITY OF MONTEREY	INV. 56756 OCTOBER 2013 FUEL #60	60720 · AUTO OPS - FUEL	172 POLICE	341.95	12,479.37	11/28/2013
11/18/2013	CITY OF MONTEREY	INV. 56756 OCTOBER 2013 FUEL #62	60720 · AUTO OPS - FUEL	172 POLICE	172.10	12,651.47	11/28/2013
11/18/2013	CITY OF MONTEREY	INV. 56756 OCTOBER 2013 FUEL #63	60720 · AUTO OPS - FUEL	172 POLICE	632.67	13,284.14	11/28/2013
11/18/2013	CITY OF MONTEREY	INV. 56756 OCTOBER 2013 FUEL #80	60720 · AUTO OPS - FUEL	172 POLICE	480.74	13,764.88	11/28/2013
11/18/2013	CITY OF MONTEREY	INV. 56756 OCTOBER 2013 FUEL #33	60720 · AUTO OPS - FUEL	172 POLICE	259.53	14,024.41	11/28/2013
11/26/2013	CITY OF MONTEREY	INV. 56778 OCTOBER 2013 BUILDING AND PLA...	60640 · CONTRACTUAL SVCS PLANNING	301 PUB WKS...	1,199.37	15,223.78	12/26/2013
12/13/2013	CITY OF MONTEREY	INV. 57265 NOV. 2013 FUEL COSTS MISC FUEL	60720 · AUTO OPS - FUEL	311 PUB WKS...	29.76	15,253.54	01/12/2014
12/13/2013	CITY OF MONTEREY	INV. 57265 NOV. 2013 FUEL COSTS #60	60700 · AUTO OPERATION	172 POLICE	249.36	15,502.90	01/12/2014
12/13/2013	CITY OF MONTEREY	INV. 57265 NOV. 2013 FUEL COSTS #62	60700 · AUTO OPERATION	172 POLICE	146.91	15,649.81	01/12/2014
12/13/2013	CITY OF MONTEREY	INV. 57265 NOV. 2013 FUEL COSTS #63	60700 · AUTO OPERATION	172 POLICE	803.93	16,453.74	01/12/2014
12/13/2013	CITY OF MONTEREY	INV. 57265 NOV. 2013 FUEL COSTS #80	60700 · AUTO OPERATION	172 POLICE	529.26	16,983.00	01/12/2014
12/13/2013	CITY OF MONTEREY	INV. 57265 NOV. 2013 FUEL COSTS #33	60700 · AUTO OPERATION	311 PUB WKS...	245.49	17,228.49	01/12/2014
Total CITY OF MONTEREY					17,228.49	17,228.49	
CITY OF SEASIDE							
07/18/2013	CITY OF SEASIDE	2nd QUARTER 2013 FIRE RESPONSES 4/1/13-6/3...	60810 · FIRE SEASIDE	172 POLICE:1...	26,335.32	26,335.32	07/28/2013
08/01/2013	CITY OF SEASIDE	STREET SWEEPING JULY 2013	60510 · STREET SWEEPING	311 PUB WKS...	1,323.84	27,659.16	08/11/2013
10/03/2013	CITY OF SEASIDE	STREET SWEEPING SEPT 2013	60510 · STREET SWEEPING	311 PUB WKS...	1,323.84	28,983.00	10/13/2013
10/17/2013	CITY OF SEASIDE	FIRE CONTRACT 7/1/13 - 9/30/13	60810 · FIRE SEASIDE	172 POLICE:1...	33,750.00	62,733.00	10/27/2013
10/24/2013	CITY OF SEASIDE	STREET SWEEPING OCT. 2013	60510 · STREET SWEEPING	311 PUB WKS...	1,323.84	64,056.84	11/03/2013
12/19/2013	CITY OF SEASIDE	STREET SWEEPING NOV 2013	60510 · STREET SWEEPING	311 PUB WKS...	1,284.06	65,340.90	01/18/2014
Total CITY OF SEASIDE					65,340.90	65,340.90	
COMCAST HIGH SPEED INTERNET							
12/05/2013	COMCAST HIGH SPEED INTE...	INTERNET AND TELEVISION CONNECTION IN ...	60530 · TELEPHONE / INTERNET	172 POLICE	59.32	59.32	01/04/2014
12/05/2013	COMCAST HIGH SPEED INTE...	INTERENT 12/10-1/9	60530 · TELEPHONE / INTERNET	General Gover...	32.85	92.17	01/04/2014
Total COMCAST HIGH SPEED INTERNET					92.17	92.17	
CREEGAN & D'ANGELO							
07/31/2013	CREEGAN & D'ANGELO	MRSWMP MANAGEMENT COMMITTEE AND W...	60650 · CONTRACTUAL SVCS - LEGAL	General Gover...	4,301.50	4,301.50	08/10/2013
08/31/2013	CREEGAN & D'ANGELO	MRSWMP MANAGEMENT COMMITTEE AND W...	60650 · CONTRACTUAL SVCS - LEGAL	General Gover...	3,696.00	7,997.50	09/10/2013
09/30/2013	CREEGAN & D'ANGELO	MRSWMP MANAGEMENT COMMITTEE AND W...	60650 · CONTRACTUAL SVCS - LEGAL	General Gover...	5,092.50	13,090.00	10/10/2013
10/31/2013	CREEGAN & D'ANGELO	MRSWMP MANAGEMENT COMMITTEE AND W...	60650 · CONTRACTUAL SVCS - LEGAL	General Gover...	2,861.25	15,951.25	11/10/2013
11/30/2013	CREEGAN & D'ANGELO	MRSWMP MANAGEMENT COMMITTEE AND W...	60650 · CONTRACTUAL SVCS - LEGAL	General Gover...	2,576.00	18,527.25	12/30/2013
12/31/2013	CREEGAN & D'ANGELO	MRSWMP MANAGEMENT COMMITTEE AND W...	60650 · CONTRACTUAL SVCS - LEGAL	General Gover...	1,008.00	19,535.25	01/30/2014
Total CREEGAN & D'ANGELO					19,535.25	19,535.25	
FIRST AMERICAN REAL ESTATE SOLUTIONS							
12/31/2013	FIRST AMERICAN REAL ESTA...	METRO SCAN- ADDRESS SERVICE-DEC 13	60530 · TELEPHONE / INTERNET	172 POLICE	57.50	57.50	01/30/2014
12/31/2013	FIRST AMERICAN REAL ESTA...	METRO SCAN- ADDRESS SERVICE-DEC 13	60530 · TELEPHONE / INTERNET	General Gover...	57.50	115.00	01/30/2014
Total FIRST AMERICAN REAL ESTATE SOLUTIONS					115.00	115.00	
GOLDFARB & LIPMAN							

CITY OF DEL REY OAKS
Unpaid Bills Detail
July through December 2013

Date	Name	Memo	Account	Class	Amount	Balance	Due Date
07/17/2013	GOLDFARB & LIPMAN	NEW FORT ORD DIVISION & TRANSFER: FEES ...	16020 · DUE FROM DEVELOPER (DUE FROM D...	General Gover...	2,998.77	2,998.77	07/27/2013
09/13/2013	GOLDFARB & LIPMAN	NEW FORT ORD DIVISION & TRANSFER: FEES ...	16020 · DUE FROM DEVELOPER (DUE FROM D...	General Gover...	4,097.61	7,096.38	09/23/2013
10/17/2013	GOLDFARB & LIPMAN	NEW FORT ORD DIVISION & TRANSFER: FEES ...	16020 · DUE FROM DEVELOPER (DUE FROM D...	General Gover...	1,671.30	8,767.68	10/27/2013
Total GOLDFARB & LIPMAN					8,767.68	8,767.68	
HOME DEPOT CRC							
12/29/2013	HOME DEPOT CRC	ACCT. # 6035 3220 0248 6219 SUPPLIES AND MA...	60410 · MATERIALS/SUPPLY	172 POLICE	362.15	362.15	01/23/2014
12/29/2013	HOME DEPOT CRC	ACCT. # 6035 3220 0248 6219 SUPPLIES AND MA...	60410 · MATERIALS/SUPPLY	411 PARKS/R...	362.16	724.31	01/23/2014
Total HOME DEPOT CRC					724.31	724.31	
LEAGUE OF CALIFORNIA CITIES							
12/06/2013	LEAGUE OF CALIFORNIA CITI...	MEMEBERSHIP DUES FOR 2014, INV 136686	60550 · MEMBER/DUES/CONTRIBUTIONS	General Gover...	1,025.00	1,025.00	01/05/2014
Total LEAGUE OF CALIFORNIA CITIES					1,025.00	1,025.00	
MONTEREY BAY AREA INSURANCE FUND							
07/01/2013	MONTEREY BAY AREA INSU...	JULY 2013: 2013-14 MONTHLY W/C PAYMENT $...	60150 · WORKERS COMP	General Gover...	16,489.91	16,489.91	07/11/2013
08/01/2013	MONTEREY BAY AREA INSU...	AUG. 2013 MONTHLY PAYMENT FOR 2013-14 $...	60150 · WORKERS COMP	General Gover...	16,489.91	32,979.82	08/11/2013
09/01/2013	MONTEREY BAY AREA INSU...	SEPT. 2013 MONTHLY PAYMENT FOR 2013-14 ...	60150 · WORKERS COMP	General Gover...	16,489.91	49,469.73	09/11/2013
10/01/2013	MONTEREY BAY AREA INSU...	OCT. 2013 MONTHLY PAYMENT FOR 2013-14 $...	60150 · WORKERS COMP	General Gover...	16,489.91	65,959.64	10/11/2013
11/01/2013	MONTEREY BAY AREA INSU...	NOV. 2013 MONTHLY PAYMENT FOR 2013-14 ...	60150 · WORKERS COMP	General Gover...	16,489.91	82,449.55	11/11/2013
11/13/2013	MONTEREY BAY AREA INSU...	2013-14 LIABILITY TOTAL $18,373.00-1/2 DUE 7/...	60620 · LIABILITY/PROP NON-DPT	General Gover...	9,186.00	91,635.55	01/31/2014
12/01/2013	MONTEREY BAY AREA INSU...	DEC 2013 MONTHLY PAYMENT FOR 2013-14 $...	60150 · WORKERS COMP	General Gover...	16,489.91	108,125.46	12/11/2013
Total MONTEREY BAY AREA INSURANCE FUND					108,125.46	108,125.46	
MONTEREY BAY TECHNOLOGIES							
10/09/2013	MONTEREY BAY TECHNOLO...	IT SERVICES RETAINER OCTOBER 2013 INV. 13...	60635 · DATA PROCESSING	General Gover...	350.00	350.00	11/08/2013
11/06/2013	MONTEREY BAY TECHNOLO...	IT SERVICES RETAINER NOV 2013 INV. 139110	60635 · DATA PROCESSING	General Gover...	350.00	700.00	12/06/2013
12/03/2013	MONTEREY BAY TECHNOLO...	IT SERVICES RETAINER DEC 2013 INV. 139120	60635 · DATA PROCESSING	General Gover...	350.00	1,050.00	01/02/2014
Total MONTEREY BAY TECHNOLOGIES					1,050.00	1,050.00	
MONTEREY COUNTY SHERIFF							
12/04/2013	MONTEREY COUNTY SHERIFF	ACJIS SYSTEM 1ST QUARTER FY 2014	60840 · ACJIS SYSTEM POLICE	172 POLICE	1,269.73	1,269.73	12/14/2013
Total MONTEREY COUNTY SHERIFF					1,269.73	1,269.73	
MONTEREY GARAGE TOWING AND STORAGE							
10/01/2013	MONTEREY GARAGE TOWIN...	SRT TRUCK #70 TOW SERVICE ON 7/31/13	60730 · AUTO REPAIR/MAINTENANCE	172 POLICE	75.00	75.00	10/11/2013
Total MONTEREY GARAGE TOWING AND STORAGE					75.00	75.00	
MRWPCA							
10/03/2013	MRWPCA	MRSWMP (STORM WATER) 2013-2014	60920 · STORM WATER PROJECT - PHASE 4	301 PUB WKS...	3,173.00	3,173.00	10/13/2013
Total MRWPCA					3,173.00	3,173.00	
MTRY BAY OFFICE PRODUCTS							
12/11/2013	MTRY BAY OFFICE PRODUCTS	CONTRACT INVOICE #192987 BASE RATE CHA...	60505 · REPAIR/MAINTENANCE	General Gover...	478.86	478.86	01/10/2014
12/11/2013	MTRY BAY OFFICE PRODUCTS	CONTRACT OVERAGE CHARGE INV. 192987 9/1...	60505 · REPAIR/MAINTENANCE	172 POLICE	617.14	1,096.00	01/10/2014
12/11/2013	MTRY BAY OFFICE PRODUCTS	FREIGHT SUR CHARGE	60505 · REPAIR/MAINTENANCE	General Gover...	54.80	1,150.80	01/10/2014
12/11/2013	MTRY BAY OFFICE PRODUCTS	TAX ON LEASE AMOUNT	60500 · UTILITIES & SERVICES	General Gover...	32.61	1,183.41	01/10/2014
Total MTRY BAY OFFICE PRODUCTS					1,183.41	1,183.41	
NEILL ENGINEERS CORP							
07/15/2013	NEILL ENGINEERS CORP	RETAINER FOR 4/1/13-6/30/13	60610 · OTHER PERMITS PW/ENGNR	301 PUB WKS...	300.00	300.00	07/25/2013
Total NEILL ENGINEERS CORP					300.00	300.00	
NEXTEL COMMUNICATION							
12/13/2013	NEXTEL COMMUNICATION	NEXTEL RADIO- PW/PD/CM 11/12/13-12/11/13	60530 · TELEPHONE / INTERNET	301 PUB WKS...	60.73	60.73	01/12/2014

CITY OF DEL REY OAKS
Unpaid Bills Detail
July through December 2013

Date	Name	Memo	Account	Class	Amount	Balance	Due Date
12/13/2013	NEXTEL COMMUNICATION	NEXTEL RADIO- PW/PD/CM 11/12/13-12/11/13	60530 · TELEPHONE / INTERNET	172 POLICE	211.94	272.67	01/12/2014
12/13/2013	NEXTEL COMMUNICATION	NEXTEL RADIO- PW/PD/CM 11/12/13-12/11/13	60530 · TELEPHONE / INTERNET	General Gover...	112.66	385.33	01/12/2014
Total NEXTEL COMMUNICATION					385.33	385.33	
NORTH AMERICAN RESCUE, LLC							
12/05/2013	NORTH AMERICAN RESCUE, ...	INV. IN141162 TRAUMA KIT/MEDICAL SUPPLIES	60410 · MATERIALS/SUPPLY	172 POLICE	461.94	461.94	01/04/2014
12/16/2013	NORTH AMERICAN RESCUE, ...	INV. IN141855-MEDICAL SUPPLIES	60440 · SPECIAL SUPPLY POLICE	172 POLICE	277.24	739.18	01/15/2014
Total NORTH AMERICAN RESCUE, LLC					739.18	739.18	
OFFICE DEPOT							
11/11/2013	OFFICE DEPOT	INV. 682317171001	60430 · OFFICE SUPPLIES	General Gover...	17.34	17.34	11/21/2013
11/11/2013	OFFICE DEPOT	INV. 682373921001	60410 · MATERIALS/SUPPLY	General Gover...	3.03	20.37	11/21/2013
11/12/2013	OFFICE DEPOT	NV. 681930863001	60430 · OFFICE SUPPLIES	172 POLICE	15.74	36.11	11/22/2013
11/15/2013	OFFICE DEPOT	INV. 683406234001 (MEDICAL SUPPLIES)	60410 · MATERIALS/SUPPLY	172 POLICE	199.61	235.72	11/25/2013
11/20/2013	OFFICE DEPOT	INV. 687285399001	60410 · MATERIALS/SUPPLY	General Gover...	4.00	239.72	11/30/2013
11/21/2013	OFFICE DEPOT	INV. 687453355001	60430 · OFFICE SUPPLIES	General Gover...	21.97	261.69	12/01/2013
11/26/2013	OFFICE DEPOT	INV. 684237383001	60410 · MATERIALS/SUPPLY	General Gover...	33.46	295.15	12/06/2013
12/03/2013	OFFICE DEPOT	INV. 685239253001	60430 · OFFICE SUPPLIES	General Gover...	14.53	309.68	01/02/2014
12/09/2013	OFFICE DEPOT	INV. 686032050001	60410 · MATERIALS/SUPPLY	172 POLICE	23.86	333.54	01/08/2014
12/10/2013	OFFICE DEPOT	INV. 685958687001	60430 · OFFICE SUPPLIES	General Gover...	21.47	355.01	01/09/2014
12/10/2013	OFFICE DEPOT	INV. 688135599001	60410 · MATERIALS/SUPPLY	172 POLICE	60.30	415.31	01/09/2014
12/13/2013	OFFICE DEPOT	INV. 688858478001	60430 · OFFICE SUPPLIES	General Gover...	28.35	443.66	01/12/2014
12/13/2013	OFFICE DEPOT	INV. 689022346001	60410 · MATERIALS/SUPPLY	General Gover...	84.13	527.79	01/12/2014
12/18/2013	OFFICE DEPOT	INV. 688135599001	60430 · OFFICE SUPPLIES	General Gover...	17.21	545.00	01/17/2014
Total OFFICE DEPOT					545.00	545.00	
OFFICE EQUIPMENT FINANCE SERVICES							
12/11/2013	OFFICE EQUIPMENT FINANC...	LEASE PAYMENT FOR COPIER-INV. 242882934	60430 · OFFICE SUPPLIES	General Gover...	117.44	117.44	01/10/2014
12/11/2013	OFFICE EQUIPMENT FINANC...	LEASE PAYMENT FOR COPIER-INV. 242882934	60430 · OFFICE SUPPLIES	172 POLICE	117.44	234.88	01/10/2014
12/11/2013	OFFICE EQUIPMENT FINANC...	late fees	60430 · OFFICE SUPPLIES	General Gover...	70.46	305.34	01/10/2014
Total OFFICE EQUIPMENT FINANCE SERVICES					305.34	305.34	
PERS							
07/01/2013	PERS	75001 7/1/13-7/15/13 Payroll 7-2013-1	20140 · PERS PAYABLE	172 POLICE	1,018.01	1,018.01	07/11/2013
07/01/2013	PERS	75005 7/1/13-7/15/13 Payroll 7-2013-1	20140 · PERS PAYABLE	172 POLICE	1,194.96	2,212.97	07/11/2013
07/01/2013	PERS	Dan Dawson	60125 · PERS	General Gover...	545.63	2,758.60	07/11/2013
07/01/2013	PERS	85%- Kim Carvalho	60125 · PERS	General Gover...	178.29	2,936.89	07/11/2013
07/01/2013	PERS	15% - Kim Carvalho	60125 · PERS	General Gover...	31.46	2,968.35	07/11/2013
07/01/2013	PERS	85% - Karen Minami	60125 · PERS	General Gover...	37.46	3,005.81	07/11/2013
07/01/2013	PERS	15% - Karen Minami	60125 · PERS	General Gover...	212.26	3,218.07	07/11/2013
07/01/2013	PERS	60% - Joe Johnson	60125 · PERS	311 PUB WKS...	122.32	3,340.39	07/11/2013
07/01/2013	PERS	40% - Joe Johnson	60125 · PERS	411 PARKS/R...	81.54	3,421.93	07/11/2013
07/01/2013	PERS	PD	60125 · PERS	172 POLICE	4,515.01	7,936.94	07/11/2013
07/01/2013	PERS	75005 7/1/13-7/15/13 Payroll 7-2013-1 Langford unif...	20140 · PERS PAYABLE	172 POLICE	70.00	8,006.94	07/11/2013
07/01/2013	PERS	PD - Langford uniform allowance	60125 · PERS	172 POLICE	264.49	8,271.43	07/11/2013
07/01/2013	PERS	ADMIN FEES (PAYROLL PERIOD 6-2013-1, $200....	60125 · PERS	General Gover...	400.00	8,671.43	07/11/2013
07/15/2013	PERS	75001 7/16/13-7/31/13 Payroll 7-2013-2	20140 · PERS PAYABLE	172 POLICE	1,022.69	9,694.12	07/25/2013
07/15/2013	PERS	75005 7/16/13-7/31/13 Payroll 7-2013-2	20140 · PERS PAYABLE	172 POLICE	1,144.63	10,838.75	07/25/2013
07/15/2013	PERS	Dan Dawson	60125 · PERS	General Gover...	545.63	11,384.38	07/25/2013
07/15/2013	PERS	85%- Kim Carvalho	60125 · PERS	General Gover...	200.57	11,584.95	07/25/2013
07/15/2013	PERS	15% - Kim Carvalho	60125 · PERS	General Gover...	35.40	11,620.35	07/25/2013
07/15/2013	PERS	85% - Karen Minami	60125 · PERS	General Gover...	33.71	11,654.06	07/25/2013
07/15/2013	PERS	15% - Karen Minami	60125 · PERS	General Gover...	191.04	11,845.10	07/25/2013
07/15/2013	PERS	60% - Joe Johnson	60125 · PERS	311 PUB WKS...	124.90	11,970.00	07/25/2013
07/15/2013	PERS	40% - Joe Johnson	60125 · PERS	411 PARKS/R...	83.27	12,053.27	07/25/2013

CITY OF DEL REY OAKS
Unpaid Bills Detail
July through December 2013

Date	Name	Memo	Account	Class	Amount	Balance	Due Date
07/15/2013	PERS	PD	60125 · PERS	172 POLICE	4,324.83	16,378.10	07/25/2013
07/15/2013	PERS	ADMIN FEE PAYROLL PERIOD 7-2013-02	60125 · PERS	General Gover...	200.00	16,578.10	07/25/2013
08/01/2013	PERS	75001 8/1/13-8/15/13 Payroll 8-2013-1	20140 · PERS PAYABLE	172 POLICE	980.58	17,558.68	08/11/2013
08/01/2013	PERS	75005 8/1/13-8/15/13 Payroll 8-2013-1	20140 · PERS PAYABLE	172 POLICE	1,185.61	18,744.29	08/11/2013
08/01/2013	PERS	Dan Dawson	60125 · PERS	General Gover...	545.63	19,289.92	08/11/2013
08/01/2013	PERS	85%- Kim Carvalho	60125 · PERS	General Gover...	199.46	19,489.38	08/11/2013
08/01/2013	PERS	15% - Kim Carvalho	60125 · PERS	General Gover...	35.20	19,524.58	08/11/2013
08/01/2013	PERS	85% - Karen Minami	60125 · PERS	General Gover...	29.97	19,554.55	08/11/2013
08/01/2013	PERS	15% - Karen Minami	60125 · PERS	General Gover...	169.81	19,724.36	08/11/2013
08/01/2013	PERS	60% - Joe Johnson	60125 · PERS	311 PUB WKS...	110.66	19,835.02	08/11/2013
08/01/2013	PERS	40% - Joe Johnson	60125 · PERS	411 PARKS/R...	73.78	19,908.80	08/11/2013
08/01/2013	PERS	PD	60125 · PERS	172 POLICE	4,479.71	24,388.51	08/11/2013
08/01/2013	PERS	ADMIN FEE FOR PAYROLL PERIOD 8-2013-1	60125 · PERS	General Gover...	200.00	24,588.51	08/11/2013
08/15/2013	PERS	75001 8/15/13-8/31/13 Payroll 8-2013-2	20140 · PERS PAYABLE	172 POLICE	961.37	25,549.88	08/25/2013
08/15/2013	PERS	75005 8/15/13-8/31/13 Payroll 8-2013-2	20140 · PERS PAYABLE	172 POLICE	1,145.54	26,695.42	08/25/2013
08/15/2013	PERS	Dan Dawson	60125 · PERS	General Gover...	545.63	27,241.05	08/25/2013
08/15/2013	PERS	85%- Kim Carvalho	60125 · PERS	General Gover...	178.29	27,419.34	08/25/2013
08/15/2013	PERS	15% - Kim Carvalho	60125 · PERS	General Gover...	31.46	27,450.80	08/25/2013
08/15/2013	PERS	85% - Karen Minami	60125 · PERS	General Gover...	31.09	27,481.89	08/25/2013
08/15/2013	PERS	15% - Karen Minami	60125 · PERS	General Gover...	176.18	27,658.07	08/25/2013
08/15/2013	PERS	60% - Joe Johnson	60125 · PERS	311 PUB WKS...	107.43	27,765.50	08/25/2013
08/15/2013	PERS	40% - Joe Johnson	60125 · PERS	411 PARKS/R...	71.62	27,837.12	08/25/2013
08/15/2013	PERS	PD	60125 · PERS	172 POLICE	4,328.30	32,165.42	08/25/2013
08/15/2013	PERS	ADMIN FEE FOR PAYROLL PERIOD 8-2013-2	60125 · PERS	General Gover...	200.00	32,365.42	08/25/2013
09/01/2013	PERS	75001 9/1/13-9/15/13 Payroll 9-2013-1	20140 · PERS PAYABLE	172 POLICE	1,070.80	33,436.22	09/11/2013
09/01/2013	PERS	75005 9/1/13-9/15/13 Payroll 9-2013-1	20140 · PERS PAYABLE	172 POLICE	1,255.37	34,691.59	09/11/2013
09/01/2013	PERS	Dan Dawson	60125 · PERS	General Gover...	545.63	35,237.22	09/11/2013
09/01/2013	PERS	85%- Kim Carvalho	60125 · PERS	General Gover...	218.41	35,455.63	09/11/2013
09/01/2013	PERS	15% - Kim Carvalho	60125 · PERS	General Gover...	38.54	35,494.17	09/11/2013
09/01/2013	PERS	85% - Karen Minami	60125 · PERS	General Gover...	36.71	35,530.88	09/11/2013
09/01/2013	PERS	15% - Karen Minami	60125 · PERS	General Gover...	208.02	35,738.90	09/11/2013
09/01/2013	PERS	60% - Joe Johnson	60125 · PERS	311 PUB WKS...	134.59	35,873.49	09/11/2013
09/01/2013	PERS	40% - Joe Johnson	60125 · PERS	411 PARKS/R...	89.73	35,963.22	09/11/2013
09/01/2013	PERS	PD	60125 · PERS	172 POLICE	4,743.28	40,706.50	09/11/2013
09/15/2013	PERS	75001 9/15/13-9/30/13 Payroll 9-2013-2	20140 · PERS PAYABLE	172 POLICE	1,011.03	41,717.53	09/25/2013
09/15/2013	PERS	75005 9/15/13-9/30/13 Payroll 9-2013-2	20140 · PERS PAYABLE	172 POLICE	1,201.40	42,918.93	09/25/2013
09/15/2013	PERS	Dan Dawson	60125 · PERS	General Gover...	545.63	43,464.56	09/25/2013
09/15/2013	PERS	85%- Kim Carvalho	60125 · PERS	General Gover...	200.57	43,665.13	09/25/2013
09/15/2013	PERS	15% - Kim Carvalho	60125 · PERS	General Gover...	35.40	43,700.53	09/25/2013
09/15/2013	PERS	85% - Karen Minami	60125 · PERS	General Gover...	33.90	43,734.43	09/25/2013
09/15/2013	PERS	15% - Karen Minami	60125 · PERS	General Gover...	192.10	43,926.53	09/25/2013
09/15/2013	PERS	60% - Joe Johnson	60125 · PERS	311 PUB WKS...	115.84	44,042.37	09/25/2013
09/15/2013	PERS	40% - Joe Johnson	60125 · PERS	411 PARKS/R...	77.23	44,119.60	09/25/2013
09/15/2013	PERS	PD	60125 · PERS	172 POLICE	4,539.34	48,658.94	09/25/2013
Total PERS					48,658.94	48,658.94	
PG&E							
11/21/2013	PG&E	EQUIPMENT BUILDING GAS & ELECTRIC 10/22...	60520 · UTILITIES/PGE	General Gover...	244.00	244.00	12/21/2013
11/21/2013	PG&E	CITY HALLGAS & ELECTRIC 10/22/13-11/20/13	60520 · UTILITIES/PGE	General Gover...	30.20	274.20	12/21/2013
11/21/2013	PG&E	CITY HALLGAS & ELECTRIC10/22/13-11/20/13	60520 · UTILITIES/PGE	General Gover...	537.56	811.76	12/21/2013
11/21/2013	PG&E	STREET LIGHTING GAS & ELECTRIC 10/22/13-1...	60910 · STREET LIGHTING	301 PUB WKS...	1,276.73	2,088.49	12/21/2013
11/21/2013	PG&E	STREET LIGHTING GAS & ELECTRIC 10/22/13-1...	60910 · STREET LIGHTING	301 PUB WKS...	26.80	2,115.29	12/21/2013
11/21/2013	PG&E	STREET LIGHTING INVENTORYGAS & ELECTR...	60910 · STREET LIGHTING	301 PUB WKS...	23.31	2,138.60	12/21/2013
11/21/2013	PG&E	STREET LIGHTING INVENTORY GAS & ELECT...	60520 · UTILITIES/PGE	301 PUB WKS...	26.80	2,165.40	12/21/2013
11/21/2013	PG&E	CITY HALLGAS & ELECTRIC 10/22/13-11/20/13	60520 · UTILITIES/PGE	General Gover...	61.73	2,227.13	12/21/2013

CITY OF DEL REY OAKS
Unpaid Bills Detail
July through December 2013

Date	Name	Memo	Account	Class	Amount	Balance	Due Date
11/21/2013	PG&E	CITY HALLGAS & ELECTRIC 10/22/13-11/20/13	60520 · UTILITIES/PGE	General Gover...	7.84	2,234.97	12/21/2013
11/21/2013	PG&E	OLD TOWN HALL AND PARK LIGHTING GAS &...	60520 · UTILITIES/PGE	General Gover...	58.34	2,293.31	12/21/2013
11/21/2013	PG&E	OLD TOWN HALL AND PARK LIGHTINGGAS & ...	60520 · UTILITIES/PGE	General Gover...	7.84	2,301.15	12/21/2013
11/21/2013	PG&E	FORMER GOLF DRIVING BUILDING GAS & ELE...	60520 · UTILITIES/PGE	General Gover.	27.63	2,328.78	12/21/2013
Total PG&E					2,328.78	2,328.78	
PG&E-GJM&218							
12/13/2013	PG&E-GJM&218	GAS & ELECTRIC GJM & 218 LIGHT	60910 · STREET LIGHTING	301 PUB WKS...	46.49	46.49	01/12/2014
Total PG&E-GJM&218					46.49	46.49	
SHRED-IT							
12/18/2013	SHRED-IT	SHREDDING SERVICE-9402971190 DEC. 2013 SE...	60430 · OFFICE SUPPLIES	General Gover...	57.89	57.89	01/17/2014
Total SHRED-IT					57.89	57.89	
SPCA OF MONTEREY COUNTY							
11/06/2013	SPCA OF MONTEREY COUNTY	OCT 2013 ANIMAL SERVICES	60820 · ANIMAL REGULATION FIRE	172 POLICE:1...	247.60	247.60	11/16/2013
12/06/2013	SPCA OF MONTEREY COUNTY	NOV 2013 ANIMAL SERVICES	60820 · ANIMAL REGULATION FIRE	172 POLICE:1...	618.00	865.60	01/05/2014
Total SPCA OF MONTEREY COUNTY					865.60	865.60	
SPECIAL OPERATIONS TECHNOLOGIES, INC.							
10/17/2013	SPECIAL OPERATIONS TECH...	POLICE SUPPLIES INV. 30612A	60440 · SPECIAL SUPPLY POLICE	172 POLICE	250.00	250.00	10/27/2013
Total SPECIAL OPERATIONS TECHNOLOGIES, INC.					250.00	250.00	
THE HERALD							
12/31/2013	THE HERALD	OVERSIGHT BOARD NOTICE 12/26/13	60560 · LEGAL ADVERT NON-DEPT	General Gover...	217.52	217.52	01/30/2014
Total THE HERALD					217.52	217.52	
UNITED SITE SERVICES							
12/05/2013	UNITED SITE SERVICES	PORTABLE TOILET FOR THE PARK 12/5/13-1/1/14	60505 · REPAIR/MAINTENANCE	411 PARKS/R...	117.79	117.79	01/04/2014
Total UNITED SITE SERVICES					117.79	117.79	
TOTAL					**295,222.83**	**295,222.83**	

CITY OF DEL REY OAKS
FISCAL YEAR TO DATE 2013/2014 BUDGET VS. ACTUAL
July through December 2013

	Jul - Dec 13	Budget	% of Budget
Ordinary Income/Expense			
Income			
40100 · PROPERTY TAXES			
40110 · P/T-SECURED	195,161.53	335,000.00	58.3%
40120 · P/T-UNSECURED	12,838.76	13,500.00	95.1%
40130 · P/T-PRIOR SECURED	3,208.15	6,000.00	53.5%
40150 · P/T-UNITARY TAX	3,292.41	6,100.00	54.0%
40160 · P/T-SB813	2,922.84	5,000.00	58.5%
40170 · PROPERTY TAX - VLF	57,217.50	112,000.00	51.1%
40180 · P/T-INT/PENAL		200.00	
40190 · P/T - ADMINISTRATIVE FEE		(5,000.00)	
Total 40100 · PROPERTY TAXES	274,641.19	472,800.00	58.1%
40200 · OTHER TAXES			
40210 · SALES TAX	115,517.76	285,000.00	40.5%
40220 · SALES TAX - ADD ON	190,716.90	445,000.00	42.9%
40230 · SALES TAX IN LIEU - 3-FLIP	38,390.62	82,000.00	46.8%
40240 · COP MONIES	42,232.33	100,000.00	42.2%
40250 · PROPERTY TRANSFER TAX	5,416.67	4,500.00	120.4%
40260 · GAS FRANCHISES		4,500.00	
40265 · ELECTRIC FRANCHISES		17,000.00	
40270 · GARBAGE FRANCHISES	14,371.41	40,000.00	35.9%
40275 · CABLE TV FRANCHISES	12,424.65	25,000.00	49.7%
40280 · WATER FRANCHISES		12,000.00	
40290 · SEWER IMPACT	11,370.83	8,500.00	133.8%
Total 40200 · OTHER TAXES	430,441.17	1,023,500.00	42.1%
40300 · LICENSES & PERMITS			
40310 · BUSINESS LICENSES	182,958.63	185,000.00	98.9%
40320 · BUILDING PERMITS	9,805.51	18,000.00	54.5%
40330 · PLAN CHECK FEES	5,094.84	10,000.00	50.9%
40340 · STREET OPENING PERMITS FEES	2,540.00	2,000.00	127.0%
40350 · PLUMBING PERMITS	1,080.00	1,500.00	72.0%
40360 · ELECTRICAL PERMITS	840.00	1,000.00	84.0%
40380 · SB 1473 STATE SURCHG ON PERMI...	18.50		100.0%
40390 · OTHER LICENSES/PERMITS	444.58	600.00	74.1%
Total 40300 · LICENSES & PERMITS	202,782.06	218,100.00	93.0%
40500 · FINES & FORFEITURES			
40510 · VEHICLE CODE FINES	6,463.22	14,000.00	46.2%
Total 40500 · FINES & FORFEITURES	6,463.22	14,000.00	46.2%
40600 · INTEREST EARNED	475.12	100.00	475.1%
40700 · OTHER AGENCY REVENUE			
40710 · MOTOR VEHICLE LICENSE FEE(M...		1,000.00	
40730 · HOPTR	685.00	1,200.00	57.1%
40740 · VEHICLE LICENSE COLLECTION		800.00	
40750 · PROP 172	5,981.01	10,000.00	59.8%
40760 · GRANTS		8,000.00	
40770 · TRAFFIC CONGESTION RELIEF-AB...		4,500.00	
Total 40700 · OTHER AGENCY REVENUE	6,666.01	25,500.00	26.1%
40800 · CURRENT SERVICES			
40805 · USE PERMITS	5,450.00	8,500.00	64.1%
40810 · MAPS/PUBLICATIONS	9.20	250.00	3.7%
40815 · RENTAL INCOME	2,995.00	20,000.00	15.0%
40820 · POLICE REPORTS	545.00	1,200.00	45.4%
40825 · PROPERTY INSPECTIONS	2,100.00	3,000.00	70.0%
40830 · POLICE SERVICES	4,500.00	22,000.00	20.5%
40835 · PUBLIC EVENTS	40,700.00	65,000.00	62.6%
40840 · MISCELLANEOUS SERVICES	3,058.59	22,000.00	13.9%
40850 · PD DONATIONS	7,373.41	5,000.00	147.5%
Total 40800 · CURRENT SERVICES	66,731.20	146,950.00	45.4%

CITY OF DEL REY OAKS
FISCAL YEAR TO DATE 2013/2014 BUDGET VS. ACTUAL
July through December 2013

	Jul - Dec 13	Budget	% of Budget
40900 · PARKS/RECREATION			
40910 · PARK RENTAL	2,050.00	5,200.00	39.4%
40920 · RV RENTAL PARKS	16,000.00	31,000.00	51.6%
Total 40900 · PARKS/RECREATION	18,050.00	36,200.00	49.9%
41000 · OTHER			
41010 · GAS TAX 2103	11,558.79	15,000.00	77.1%
41020 · GAS TAX 2105	3,720.54	6,000.00	62.0%
41030 · GAS TAX 2106	4,198.17	6,250.00	67.2%
41040 · GAS TAX 2107	5,960.85	9,000.00	66.2%
41050 · GAS TAX 2107.5	1,000.00	1,000.00	100.0%
Total 41000 · OTHER	26,438.35	37,250.00	71.0%
Total Income	1,032,688.32	1,974,400.00	52.3%
Gross Profit	1,032,688.32	1,974,400.00	52.3%
Expense			
60100 · PAYROLL & BENEFITS			
60172 · GF PAYROLL/COPS GRANT	13,141.24		
60105 · PAYROLL	437,076.88	730,000.00	59.9%
60110 · OVERTIME	7,755.35	25,000.00	31.0%
60115 · COUNCIL MEMBER STIPEND	3,000.00	6,000.00	50.0%
60120 · RESERVES PAYROLL	14,894.15	23,356.00	63.8%
60125 · PERS	37,446.95	154,296.00	24.3%
60130 · MEDICARE	6,892.43	13,000.00	53.0%
60135 · DENTAL EXPENSE	10,534.58	20,000.00	52.7%
60140 · HEALTH INS	76,387.90	170,000.00	44.9%
60145 · VISION INS	974.88	2,000.00	48.7%
60150 · WORKERS COMP	99,450.66	157,260.00	63.2%
60155 · WELLNESS PROGRAM	3,003.39	5,500.00	54.6%
60160 · UNIFORM ALLOWANCE	4,050.00	8,000.00	50.6%
Total 60100 · PAYROLL & BENEFITS	714,608.41	1,314,412.00	54.4%
60200 · PAYROLL EXPENSES	5,880.20	2,750.00	213.8%
60300 · BANK SERVICE CHARGES	1,330.10	2,000.00	66.5%
60400 · SUPPLIES			
60410 · MATERIALS/SUPPLY	11,249.61	15,000.00	75.0%
60420 · AMMUNITION	8.02		100.0%
60430 · OFFICE SUPPLIES	5,220.64	10,000.00	52.2%
60440 · SPECIAL SUPPLY POLICE	23,407.14	40,000.00	58.5%
60400 · SUPPLIES - Other	138.03		
Total 60400 · SUPPLIES	40,023.44	65,000.00	61.6%
60500 · UTILITIES & SERVICES			
60505 · REPAIR/MAINTENANCE	9,650.29	30,000.00	32.2%
60510 · STREET SWEEPING	5,255.58	27,000.00	19.5%
60515 · GABILAN CREW	1,125.00	4,000.00	28.1%
60520 · UTILITIES/PGE	5,488.79	10,000.00	54.9%
60525 · UTILITIES/WATER	3,434.51	7,500.00	45.8%
60530 · TELEPHONE / INTERNET	5,276.06	9,000.00	58.6%
60535 · WEBSITE DESIGN & MAINTENANCE	506.25	500.00	101.3%
60540 · POSTAGE / SHIPPING	1,821.72	3,000.00	60.7%
60545 · TRAVEL/CONFERENCE	5,919.86	5,000.00	118.4%
60550 · MEMBER/DUES/CONTRIBUTIONS	12,373.79	52,000.00	23.8%
60555 · AD/PROMOTION CITY CNCL	750.00	7,500.00	10.0%
60560 · LEGAL ADVERT NON-DEPT	217.52	1,000.00	21.8%
60565 · BOOK/PERIODICAL		150.00	
60570 · MEETING CITY CNCL		1,000.00	
60500 · UTILITIES & SERVICES - Other	65.22		
Total 60500 · UTILITIES & SERVICES	51,884.59	157,650.00	32.9%

CITY OF DEL REY OAKS
FISCAL YEAR TO DATE 2013/2014 BUDGET VS. ACTUAL
July through December 2013

	Jul - Dec 13	Budget	% of Budget
60600 · OUTSIDE SERVICES			
60605 · TRAINING POLICE	8,025.00	5,000.00	160.5%
60610 · OTHER PERMITS PW/ENGNR	300.00	5,000.00	6.0%
60620 · LIABILITY/PROP NON-DPT	14,916.95	35,000.00	42.6%
60625 · CONTRACTUAL AUDIT	27,593.75	25,000.00	110.4%
60635 · DATA PROCESSING	3,956.78	3,500.00	113.1%
60640 · CONTRACTUAL SVCS PLANNING	5,147.52	12,500.00	41.2%
60650 · CONTRACTUAL SVCS - LEGAL	19,535.25	30,000.00	65.1%
60655 · CONTRL RETAINER LEGAL	6,699.87	13,000.00	51.5%
60660 · JANITORIAL FUND	2,025.00	3,500.00	57.9%
60665 · RADIO DISPATCH POLICE	43,407.00	42,000.00	103.4%
60670 · COMM HUM SERV NON-DEPT	3,200.00	3,200.00	100.0%
Total 60600 · OUTSIDE SERVICES	134,807.12	177,700.00	75.9%
60700 · AUTO OPERATION			
60710 · AUTO OPS - SUPPLIES / EQUIP	214.14	1,000.00	21.4%
60720 · AUTO OPS - FUEL	10,818.88	27,500.00	39.3%
60730 · AUTO REPAIR/MAINTENANCE	3,033.78	9,000.00	33.7%
60740 · AUTO LEASE PAYMENTS	(187.64)	14,800.00	(1.3)%
60700 · AUTO OPERATION - Other	2,023.47		
Total 60700 · AUTO OPERATION	15,902.63	52,300.00	30.4%
60800 · POLICE AND FIRE			
60810 · FIRE SEASIDE	60,085.32	120,000.00	50.1%
60820 · ANIMAL REGULATION FIRE	3,305.20	3,000.00	110.2%
60830 · FUND JAIL & PRISONER	40.00	1,000.00	4.0%
60840 · ACJIS SYSTEM POLICE	2,843.87	4,000.00	71.1%
Total 60800 · POLICE AND FIRE	66,274.39	128,000.00	51.8%
60900 · STREETS & STORM WATER			
60910 · STREET LIGHTING	6,924.39	15,000.00	46.2%
60920 · STORM WATER PROJECT - PHASE 4	8,152.92	8,000.00	101.9%
60930 · S.M.I.P.	35.87	150.00	23.9%
60940 · SB 1473	21.15		100.0%
Total 60900 · STREETS & STORM WATER	15,134.33	23,150.00	65.4%
70100 · MISC EXPENSES	164.09		100.0%
Total Expense	1,046,009.30	1,922,962.00	54.4%
Net Ordinary Income	(13,320.98)	51,438.00	(25.9)%
Net Income	**(13,320.98)**	**51,438.00**	**(25.9)%**

CITY OF DEL REY OAKS
CASH BALANCES
As of December 31, 2013

ASSETS	
Current Assets	
Checking/Savings	
10100 · GENERAL CHECKING	$108,249.81
10110 · LAIF CITY - 246	$40,804.69
10190 · DEV - BRANDENBURG	$2,920.16
Total Checking/Savings	$151,974.66
Total Current Assets	$151,974.66
TOTAL ASSETS	**$151,974.66**

CITY OF DEL REY OAKS
FISCAL YEAR 2012/2013 BUDGET VS ACTUAL
2 Quarters Ended Dec 31, 2012

	Actual Total FY 2012-2013	Budget FY2012-2013	% of Amount Budget
Revenue			
PROPERTY TAXES			
P/T-SECURED	$ 187,352.96	$ 330,100.00	57%
P/T-UNITARY TAX	$ 3,201.69	$ 6,100.00	52%
P/T-UNSECURED	$ 13,079.59	$ 13,500.00	97%
P/T-SB813	$ 2,409.44	$ 4,200.00	57%
P/T-PRIOR SECURED	$ 4,051.19	$ 10,000.00	41%
PROPERTY TAX - VLF	$ 55,005.50	$ 112,000.00	49%
P/T-INT/PENAL	$ 89.74	$ 200.00	45%
P/T - ADMINISTRATIVE FEE	$ -	$ (7,145.00)	0%
TOTAL PROPERTY TAXES	**265,190.11**	**468,955.00**	**56.55 %**
OTHER TAXES			
SALES TAX	$ 119,167.57	$ 280,000.00	43%
SALES TAX IN LIEU - 3-FLIP	$ 41,052.03	$ 85,000.00	48%
Sales Tax - Add On	$ 187,437.12	$ 445,000.00	42%
COP MONIES	$ 25,000.00	$ 100,000.00	25%
PROPERTY TRANSFER TAX	$ 2,389.75	$ 3,500.00	68%
GAS FRANCHISES	$ -	$ 5,000.00	0%
ELECTRIC FRANCHISES	$ -	$ 17,500.00	0%
GARBAGE FRANCHISES	$ 18,826.82	$ 43,500.00	43%
CABLE TV FRANCHISES	$ 12,263.42	$ 22,000.00	56%
WATER FRANCHISES	$ -	$ 9,000.00	0%
SEWER IMPACT	$ 8,297.98	$ 9,000.00	92%
TOTAL OTHER TAXES	**414,434.69**	**1,019,500.00**	**40.65 %**
LICENSES & PERMITS			
BUSINESS LICENSES	$ 183,234.66	$ 172,000.00	107%
BUILDING PERMITS	$ 6,152.94	$ 20,000.00	31%
PLAN CHECK FEES	$ 3,863.58	$ 7,500.00	52%
STREET OPENING PERMITS FEES	$ 300.00	$ 500.00	60%
PLUMBING PERMITS	$ 560.00	$ 1,000.00	56%
ELECTRICAL PERMITS	$ 265.00	$ 1,000.00	27%
SB 1473 STATE SURCHG ON PERMITS	$ 16.94	$ -	
OTHER LICENSES/PERMITS	$ 167.50	$ 500.00	34%
TOTAL LICENSES & PERMITS	**194,560.62**	**202,500.00**	**96.08 %**
FINES & FORFEITURES			
VEHICLE CODE FINES	$ 6,579.13	$ 17,500.00	38%
TOTAL FINES & FOREITURES	**6,579.13**	**17,500.00**	**37.60 %**
INTEREST EARNED			
INTEREST EARNED	$ 99.04	$ 800.00	12%
TOTAL INTEREST EARNED	**99.04**	**800.00**	**12.38 %**

CITY OF DEL REY OAKS
FISCAL YEAR 2012/2013 BUDGET VS ACTUAL
2 Quarters Ended Dec 31, 2012

OTHER AGENCY REVENUE			
MOTOR VEHICLE LICENSE FEE(MVLF)	$ 847.79	$ 3,500.00	24%
HOPTR	$ 344.37	$ 1,200.00	29%
PROP 172	$ 4,862.76	$ 9,000.00	54%
GRANTS	$ 13,785.67	$ 8,000.00	172%
TRAFFIC CONGESTION RELIEF-AB438	0.00	4,500.00	0.00 %
TOTAL OTHER AGENCY REVENUE	**19,840.59**	**26,200.00**	**75.73 %**
CURRENT SERVICES			
USE PERMITS	$ 3,385.00	$ 4,500.00	75%
MAPS/PUBLICATIONS	$ -	$ 450.00	0%
RENTAL INCOME	$ -	$ 45,000.00	0%
POLICE REPORTS	$ 565.00	$ 1,200.00	47%
PROPERTY INSPECTIONS	$ 300.00	$ 2,000.00	15%
POLICE SERVICES	$ 8,500.00	$ 21,000.00	40%
PUBLIC EVENTS	$ 48,200.00	$ 58,000.00	83%
MISCELLANEOUS SERVICES	$ 13,059.50	$ 12,500.00	104%
PD DONATIONS	$ 3,944.41	$ 5,000.00	79%
TOTAL CURRENT SERVICES	**77,953.91**	**149,650.00**	**52.09 %**
PARKS/RECREATION			
PARK RENTAL	$ 2,939.92	$ 5,000.00	59%
RV RENTAL PARKS	$ 16,005.00	$ 25,000.00	64%
TOTAL PARKS & RECREATION	**18,944.92**	**30,000.00**	**63.15 %**
OTHER			
GAS TAX 2107	$ 4,754.65	$ 20,000.00	24%
GAS TAX 2106	$ 3,528.98	$ 7,000.00	50%
GAS TAX 2107.5	$ 1,000.00	$ -	
GAS TAX 2105	$ 3,170.06	$ 8,000.00	40%
TOTAL OTHER	**12,453.69**	**35,000.00**	**35.58 %**
Total Revenue	**$ 1,010,056.70**	**1,950,105.00**	**52%**

CITY OF DEL REY OAKS
FISCAL YEAR 2012/2013 BUDGET VS ACTUAL
2 Quarters Ended Dec 31, 2012

Expenditures			
Payroll & Benefits			
OVERTIME	$ 13,258.33	$ 25,000.00	53%
PAYROLL	$ 344,028.79	$ 793,851.00	43%
COUNCIL MEMBER STIPEND	$ 3,000.00	$ 6,000.00	50%
RESERVES PAYROLL	$ 12,281.51	$ 25,000.00	49%
PERS	$ 81,742.70	$ 185,000.00	44%
MEDICARE	$ 6,573.65	$ 14,000.00	47%
DENTAL EXPENSE	$ 11,591.62	$ 18,000.00	64%
HEALTH INS	$ 77,461.39	$ 160,000.00	48%
VISION INS	$ 895.54	$ 2,500.00	36%
WORKERS COMP	$ 144,429.22	$ 175,000.00	83%
WELLNESS PROGRAM	$ 4,498.81	$ 5,500.00	82%
UNIFORM ALLOWANCE	$ 4,500.00	$ 8,000.00	56%
TOTAL PAYROLL & BENEFITS	**$ 704,261.56**	**$ 1,417,851.00**	**50%**
Payroll Expenses			
Payroll Expenses	$ 1,080.47	$ 1,951.00	55%
TOTAL PAYROLL EXPENSES	**$ 1,080.47**	**$ 1,951.00**	**55%**
Bank Service Charges			
Bank Service Charges	$ 1,087.27	$ 2,000.00	54%
TOTAL BANK SERVICE CHARGES	**$ 1,087.27**	**$ 2,000.00**	**54%**
SUPPLIES			
MATERIALS/SUPPLY	$ 11,854.70	$ 21,500.00	55%
OFFICE SUPPLIES	$ 6,311.76	$ 12,000.00	53%
SPECIAL SUPPLY POLICE	$ 17,446.80	$ 27,500.00	63%
TOTAL SUPPLIES	**$ 35,613.26**	**$ 61,000.00**	**58%**
UTILITIES & SERVICES			
REPAIR/MAINTENANCE	$ 23,737.22	$ 25,000.00	95%
STREET SWEEPING	$ 5,949.98	$ 6,000.00	99%
GABILAN CREW	$ 2,043.36	$ 7,500.00	27%
UTILITIES/PGE	$ 6,072.61	$ 10,000.00	61%
UTILITIES/WATER	$ 3,284.33	$ 3,500.00	94%
TELEPHONE / INTERNET	$ 4,754.03	$ 12,000.00	40%
WEBSITE DESIGN & MAINTENANCE	$ 506.25	$ 1,500.00	34%
POSTAGE / SHIPPING	$ 2,238.01	$ 3,500.00	64%
TRAVEL/CONFERENCE	$ 2,243.01	$ 9,000.00	25%
MEMBER/DUES/CONTRIBUTIONS	$ 10,766.72	$ 15,000.00	72%
AD/PROMOTION CITY CNCL	$ 1,674.53	$ 3,500.00	48%
LEGAL ADVERT NON-DEPT	$ -	$ 215.00	0%
MEETING CITY CNCL	$ 528.25	$ 952.00	55%
BOOK/PERIODICAL	$ 29.12	$ 140.00	21%
TOTAL UTILITIES & SERVICES	**$ 63,827.42**	**$ 97,807.00**	**65%**

CITY OF DEL REY OAKS
FISCAL YEAR 2012/2013 BUDGET VS ACTUAL
2 Quarters Ended Dec 31, 2012

OUTSIDE SERVICES				
TRAINING POLICE	$ 750.00	$ 10,000.00	8%	
OTHER PERMITS PW/ENGNR	$ 600.00	$ 6,500.00	9%	
LIABILITY/PROP NON-DPT	$ 3,029.68	$ 20,000.00	15%	
CONTRACTUAL AUDIT	$ 9,676.90	$ 20,000.00	48%	
DATA PROCESSING	$ 4,743.47	$ 3,850.00	123%	
CONTRACTUAL SVCS PLANNING	$ 4,755.00	$ 9,000.00	53%	
CONTRACTUAL SVCS - LEGAL	$ 10,860.00	$ 12,000.00	91%	
CONTRL RETAINER LEGAL	$ 5,120.59	$ 12,000.00	43%	
JANITORIAL FUND	$ 2,250.00	$ 3,250.00	69%	
RADIO DISPATCH POLICE	$ 41,379.00	$ 45,000.00	92%	
COMM HUM SERV NON-DEPT	$ -	$ 3,200.00	0%	
TOTAL OUTSIDE SERVICES	**$ 83,164.64**	**$ 144,800.00**	**57%**	
AUTO OPERATION				
AUTO OPS - SUPPLIES / EQUIP	$ 469.19	$ 1,100.00	43%	
AUTO OPS - FUEL	$ 11,896.97	$ 27,500.00	43%	
AUTO REPAIR/MAINTENANCE	$ 12,798.38	$ 9,000.00	142%	
AUTO LEASE PAYMENTS	$ 4,331.76	$ 9,200.00	47%	
TOTAL AUTO OPERATION	**$ 29,496.30**	**$ 46,800.00**	**63%**	
POLICE AND FIRE				
FUND JAIL & PRISONER	$ 120.00	$ 1,250.00	10%	
ACJIS SYSTEM POLICE	$ 1,236.31	$ 5,405.00	23%	
ANIMAL REGULATION FIRE	$ 3,311.04	$ 3,000.00	110%	
FIRE SEASIDE	$ 92,484.30	$ 125,000.00	74%	
TOTAL POLICE & FIRE	**$ 97,151.65**	**$ 134,655.00**	**72%**	
STREETS & STORM WATER				
S.M.I.P.	$ 103.09	$ 51.00	202%	
SB 1473	$ 45.10	$ -		
STREET LIGHTING	$ 8,261.14	$ 16,000.00	52%	
STORM WATER PROJECT - PHASE 4	9,090.00	8,500.00	106.94 %	
TOTAL STREETS & STORM WATER	**$ 17,499.33**	**$ 24,551.00**	**71%**	
TOTAL EXPENDITURES	**$ 1,033,181.90**	**$ 1,931,415.00**	**53%**	
Total Revenue	**$ 1,010,056.70**			
Total Expenditures	**$ 1,033,181.90**			
Total Operating Revenue Less Expenditures this fiscal year to date	**$ (23,125.20)**			

CITY OF DEL REY OAKS
CASH FUNDS BALANCE REPORT
AS OF DECEMBER 31, 2012

CITY OF DEL REY OAKS	
CASH BALANCES AS OF DECEMBER 31, 2012	
1000 · GENERAL CHECKING	$318,046.96
1008 · LAIF CITY - 246	$75,050.62
1011 · DEV - BRANDENBURG	$51,359.71
1012 · DEV - SLAMA	$15,000.00
Total City Checking/Savings	**$459,457.29**
GRAND TOTAL CASH BALANCES	**$459,457.29**

FIRE DEPARTMENT
1635 Broadway Avenue
Seaside, CA 93955

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

January 2, 2014

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 December 1, 2013 through December 31, 2013.

The Seaside Fire Department responded to the following incidents in the month of December:

Incident #
13-2356
13-2374
13-2383
13-2384
13-2387
13-2399
~~13-2408~~
13-2410
13-2411
13-2418
13-2530
13-2554
13-2557

There are a total of thirteen (13) fire calls for the month of December. If you have any questions, please contact me.

Sincerely,

M. Failauga

Melissa Failauga
Office Assistant
CC: File

SEASIDE FIRE DEPARTMENT

City of Del Rey Oaks - Reponse Report

Fiscal Year 2013-2014

Date	Dispatch	Arrival	Total Reponse	Street	Alarm Type	Incident Type	District	Calls Per Mnth
07/01/13	14:42:40	14:47:31	0:04:51	SAUCITO	3	321	29	
07/02/13	19:03:37	19:08:55	0:05:18	BAXTER	3	321	29	
07/11/13	17:52:42	17:56:27	0:03:45	CARLTON	3	321	29	
07/12/13	16:10:39	16:18:01	0:07:22	CANYON DEL REY	1	511	29	
07/13/13	19:01:53	19:06:24	0:04:31	HIGHWAY 68	3	321	29	**July**
07/18/13	14:50:06	14:54:28	0:04:22	BAXTER	3	321	29	**10 Calls**
07/20/13	8:56:52	9:03:32	0:06:40	PORTOLA	3	321	29	
07/22/13	16:31:35	16:34:53	0:03:18	LOS ENCINOS	2	554	29	
07/26/13	13:50:50	13:55:42	0:04:52	CANYON DEL REY	3	321	29	
07/30/13	21:02:48	21:07:48	0:05:00	ALTA	3	321	29	
08/02/13	21:22:29	21:27:13	0:04:44	ALTA	3	321	29	
08/03/13	16:06:08	16:14:08	0:08:00	ARLINGTON	2	510	29	
08/03/13	15:20:03	15:24:02	0:03:59	CANYON DEL REY	3	323	29	
08/05/13	19:18:05	19:25:47	0:07:42	ROSITA	1	510	29	
08/07/13	0:18:10	0:25:03	0:06:53	BRAE	1	551	29	
08/07/13	11:12:21	11:14:36	0:02:15	CARLTON	3	321	29	
08/11/13	16:04:00	16:09:23	0:05:23	VIA VERDE	3	321	29	
08/16/13	14:19:00	14:19:00	0:00:00	CANYON DEL REY	2	520	29	**August**
08/19/13	22:32:14	22:38:09	0:05:55	CANYON DEL REY	3	321	29	**16 Calls**
08/20/13	18:36:30	18:44:37	0:08:07	ROSITA	3	730	29	
08/24/13	5:20:29	5:26:43	0:06:14	CANYON DEL REY	3	151	29	
08/24/13	8:40:51	8:43:53	0:03:02	PORTOLA	3	142	29	
08/25/13	10:50:29	10:54:38	0:04:09	BAXTER	3	321	29	
08/25/13	11:49:42	11:55:05	0:05:23	CARLTON	2	554	29	
08/25/13	17:24:24	17:28:11	0:03:47	LOCH	3	321	29	
08/31/13	4:54:53	5:02:03	0:07:10	PORTOLA	3	321	29	
09/03/13	11:07:09	11:11:33	0:04:24	CANYON DEL REY	3	321	29	
09/04/13	21:12:43	21:19:17	0:06:34	ANGELUS	3	321	29	
09/06/13	10:29:24	10:34:52	0:05:28	QUENDALE	3	321	29	
09/06/13	15:40:27	15:45:56	0:05:29	CARLTON	2	550	29	
09/10/13	20:42:19	20:47:41	0:05:22	QUAIL RUN	3	321	29	**September**
09/14/13	20:54:23	21:00:06	0:05:43	ROSITA	3	321	29	**10 Calls**
09/17/13	20:09:00	20:15:23	0:06:23	ROSITA	3	321	29	
09/20/13	9:45:05	9:50:08	0:05:03	PALOMA	3	321	29	
09/20/13	9:50:08	9:50:08	0:00:00	PALOMA	2	500	29	
09/30/13	13:32:39	13:40:20	0:07:41	ALTA	2	521	29	
10/02/13	7:40:05	7:45:32	0:05:27	ARLINGTON	3	745	29	
10/12/13	3:52:31	4:00:27	0:07:56	PHEASANT RIDGE	2	736	29	
10/12/13	23:47:00	23:54:00	0:07:00	SAUCITO	3	321	29	**October**
10/14/13	10:56:40	10:56:40	0:00:00	WORK	2	600	29	**7 Calls**
10/17/13	10:15:36	10:20:04	0:04:28	CANYON DEL REY	3	321	29	
10/25/13	14:17:37	14:24:05	0:06:28	ROSITA	3	321	29	
10/30/13	20:15:20	20:21:55	0:06:35	ROSITA	3	321	29	
11/01/13	21:12:07	21:21:01	0:08:54	ARBOR	2	522	29	
11/01/13	21:44:49	21:48:53	0:04:04	LOS ENCINOS	3	522	29	
11/02/13	14:30:05	14:30:05	0:05:12	PHEASANT RIDGE	2	510	29	**November**
11/06/13	11:39:43	11:39:43	0:00:00	CANYON DEL REY	2	321	29	**10 Calls**
11/14/13	12:58:30	13:03:16	0:04:46	CARLTON	3	321	29	
11/15/13	14:11:59	14:15:36	0:03:37	PALOMA	3	321	29	
11/17/13	15:52:52	15:57:05	0:04:13	CARLTON	3	321	29	
11/18/13	10:29:16	10:34:05	0:05:29	MALCOLM	3	321	29	
11/23/13	18:20:00	18:23:00	0:03:00	GEN JIM MOORE	3	322	29	
11/23/13	21:44:51	21:49:22	0:04:31	CANYON DEL REY	2	353	29	

Date	Dispatch	Arrival	Total Reponse	Street	Alarm Type	Incident Type	District	Calls Per Mnth
12/01/13	2.05.32	2.10.13	0.04.41	CANYON DEL REY	3	111	29	
12/03/13	16.03.23	16.07.50	0.04.27	CARLTON	3	554	29	
12/05/13	0.55.09	1.03.09	0.08.00	ROSITA	3	321	29	
12/04/13	15.08.29	15.08.29	0.00.00	LOS ENCINOS	1	522	29	
12/04/13	15.19.34	15.27.10	0.07.36	VIA VERDE	3	321	29	
12/06/13	20.44.51	20.50.39	0.05.48	VIA VERDE	3	321	29	**December**
12/08/13	14.48.02	14.49.47	0.01.45	QUAIL RUN	3	743	29	**12 Calls**
12/08/13	14.48.02	14.49.47	0.01.45	QUAIL RUN	2	553	29	
12/09/13	14.34.36	14.37.02	0.02.26	CANYON DEL REY	3	321	29	
12/28/13	19.56.39	20.01.35	0.04.56	ANGELUS	3	111	29	
12/25/13	6.59.37	7.02.38	0.06.01	ARLINGTON	3	321	29	
12/29/13	3.16.07	3.18.16	0.02.09	CANYON DEL REY	2	571	29	
						Total Calls To Date This Fiscal Year		**65**

LEGEND			
CODE:	***INCIDENT TYPE:***	***CODE:***	***INCIDENT TYPE:***
100-173	*FIRE*	*500-571*	*SERVICE CALL*
200-251	*OVERPRESSURE*	*600-672*	*GOOD INTENT CALL*
300-381	*MEDICAL RESPONSE*	*700-751*	*FALSE ALARM/FALSE CALL*
400-482	*HAZARDOUS CONDITION*	*800-810*	*SEVERE WEATHER*
		900-911	*SPECIAL/CITIZEN COMPLAINT*

Del Rey Oaks Police Department
Monthly Report of Activity
DECEMBER- 2013
Completed By: Ron Langford, COP

ARRESTS:

		YEAR END
Felony Arrests		
Misdemeanor Arrests	03	
Warrant Arrests (OJ)		
TOTAL ARRESTS	**03**	**44**

REPORTS FILED:

09	**159**

BURGLARIES:

Residential		
Commercial		
From Locked Vehicle		
Other		
TOTAL BURGLARIES	**00**	**10**

GRAND & PETTY THEFTS:

Residential		
Commercial		
Shoplifting		
From Motor Vehicle		
Other	01	
TOTAL THEFTS	**01**	**29**

CITATIONS ISSUED:

Traffic Citations Issued	01	
Parking Citations Issued		
Admin Citations Issued		
TOTAL CITATION ISSUED	**01**	**228**

ASSAULTS:

		YEAR END
Simple Assault		
Domestic Violence	**01**	
Weapon Involved		
TOTAL ASSAULTS	01	03

TRAFFIC ACCIDENTS:

Non-Injury Accidents		
Injury Accidents		
TOTAL ACCIDENTS	**00**	**23**

TOWED & STORED VEHICLES:

00	**07**

ALARMS:

Residential		
Commercial		
TOTAL ALARMS	**00**	**00**

DUI ENFORCEMENT:

01	
01	**11**

CITY OF DEL REY OAKS

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

TO: Honorable Mayor and Member of the City Council

FROM: Daniel Dawson, City Manager

DATE: January 28, 2014

SUBJECT: Solid waste, recycling and organics collection franchise

RECOMMENDATION

Direct the City Manager to initiate negotiations, in cooperation with other peninsula cities and the Pebble Beach Community Services District, for a franchise agreement with Green Waste Recovery for the collection of solid waste, recyclables, and organics necessary to serve Del Rey Oaks residents and businesses. These negotiations will address the specific needs of Del Rey Oaks residents and businesses, and rates to be charged to customers based on the final cost proposal.

DISCUSSION

Del Rey Oakes awarded an exclusive franchise agreement for the collection of solid waste to (the predecessor of) Waste Management, Inc. in 1995. The City's residents and businesses have been well served by Waste Management throughout the term of the current agreement. However, as is true with any exclusive franchise awarded by a public agency with a private service provider, the City has awarded a monopoly to a single service provider. Thus, it is imperative that at appropriate intervals and existing agreement be re-examined, updated, and the opportunity to re-open to all potential service providers. Statewide recycling goals and other regulations are changing, so now is a particularly appropriate time to re-examine services and rates.

The City's current franchise agreement with Waste Management expires in April, 2015; the franchise agreements for most of the other jurisdictions on the peninsula expire at roughly the same time. As a result, the Monterey Regional Waste Management District (District) sponsored a three-year process to assist its member agencies secure state-of-the-industry franchise agreements designed to best serve the needs of residents and businesses in each jurisdiction, and to position the peninsula to achieve State recycling goals. Under the District's leadership, the member agencies developed an open, competitive procurement process and issued an RFP to solicit proposals from companies

interesting in providing solid waste, recyclable materials and organic materials collection. Participating agencies include the cities of Carmel-by-the-Sea, Del Rey Oaks, Marina, Pacific Grove, Sand City, and Seaside, as well as the Pebble Beach Community services District. (The city of Monterey and the County are on a different franchise agreement schedule and chose to not participate in this process.) The governing bodies of all of the member agencies reviewed and approved the RFP at a public meeting.

The collaborative process has secured many advantages. By working cooperatively, the agencies: combined their expertise; secured the expertise of an experienced consultant; were assisted by representatives of regions that had gone through this process before; were able to attract as proposers companies that might not have been interested in working with just one agency; incorporated public input from the public meetings of each of the member jurisdictions and the many meetings of the District board over the three years; and secured proposed services and rates that are benefitting from significant economies of scale.

The attached report, prepared by District staff and the consultant, detail the process, the proposals from the four finalist firms, and the reasons for the decision by all of the member agencies to unanimously recommend negotiating franchise agreements with Green Waste Recovery. The representative of all member agencies of the Technical Advisory Committee determined unanimously that Green Waste will best meet the current and future needs of their citizenry. Green Waste demonstrated the ability and willingness to take advantage of new technologies to comply with the ever changing regulatory statutes and meet the individual needs of each participating agency, by providing excellent service, value, and an overall collection and diversion system responsive to the community needs and desires.

No city should make a decision to change franchise haulers lightly. If the competing proposals were roughly equivalent, then the City would want to take considerable pause before deciding how best to proceed. In this case, however, negotiating a new franchise agreement with Green Waste appears to be a significant benefit to the entire Del Rey Oaks community.

- **Lower Rates.** The Green Waste proposal may actually lower some or all residential and commercial rates throughout the City, subject to the specific rate negotiations that will occur next.

- **Acceptance of all requirements in proposed contract.** Green Waste accepted all of the provisions of the proposed franchise agreement. This limits the scope of the negotiations necessary to convert their final cost proposal into customer rates,

as well as other service issues that the City may find in its interest to resolve during this process. In comparison, Waste Management took 48 exceptions to the draft agreement (the most significant of which are presented in Attachment 3)

- **Additional services and improved systems.** Green Waste and the other proposers committed in its proposal to services over and above those currently available:
  - Residential mixed organics collection;
  - Commercial organics collection;
  - Expanded bulky item collection; and
  - Enhanced public education and outreach.

  In addition, Green Waste committed to a level of services not offered in the other proposals, including:
  - Superior recycling, public education, and outreach plans;
  - Proactive leadership for regional recycling and waste reduction efforts;
  - Commitment to the State's 75% recycling goal;
  - A local operations and customer service presence; and
  - Local purchasing of goods, services, and supplies.

In addition, Green Waste has committed to meeting or exceeding the current standards in all other relevant areas, including:

- **Community involvement.** Waste Management has been an active community participant, sponsoring youth sports, donating waste collection services for community events, and otherwise demonstrating a high level of social responsibility. Green Waste has demonstrated in its current communities, and has formally committed to achieve in Del Rey Oaks, the same or higher level of involvement.

- **Employee continuation.** The drivers and other line employees with Waste Management have gained extensive knowledge of our community and built positive, long-lasting relationships with our residents and businesses. Their knowledge of our needs and their service orientation are a primary determinant of the level of service currently being offered by Waste Management. Green Waste has committed to hire all Waste Management drivers and other staffs who choose to continue serving Del Rey Oaks. Green Waste has already signed a letter of agreement with the union representing these employees. As an example of Green Waste's ability to adhere to such a commitment, Green Waste took over the solid waste collection services from Waste Management for large portions of Santa Cruz County in 2007. A total of 54 of Waste Management's drivers chose to

move over to Green Waste; Green Waste reports that all 54 are still working for Green Waste and serving those communities.

- **Smooth Transition.** If handled poorly, a transition between waste haulers can cause significant disruptions in a community. Fortunately, both Waste Management and Green Waste are highly professional firms, have engineered smooth transitions with each other in the past, and have committed to doing so here, if a change in franchise haulers is in fact undertaken. Green Waste has engineered seven transitions since 2007, with other haulers, including Waste Management, all of them successful.

Thus, in this case, one proposer is offering the City, its residents, and business both the lowest overall cost and, as a result of the suite of services being offered, the best overall value.

The participating jurisdictions either have or will be, addressing this same issue over the ensuing month. The process then calls for the jurisdictions to jointly negotiate with Green Waste any remaining issues and then for each jurisdiction to work with Green Waste to address any services or adjustments specific to that community.

FISCAL IMPACT

There is no significant impact from a direction to negotiate. If a new agreement is successfully consummated, there is likely to be a significant positive impact on the community and on the City. The City currently receives approximately $45,000 in franchise fee revenue annually.

OPTIONS

1. Council may direct negotiations with the existing waste hauler.
2. Council may direct negotiations with one of the other proposers listed as finalists.
3. Council may concur with staff recommendation to negotiate with Green Waste Recovery.

ATTACHMENTS

1. MRWMD Evaluation Committee Recommendation and Cost Proposal Comparison
2. Letter Agreement between Green Waste and Local 270
3. Summary of WMI Proposed Exceptions

Date: January 3, 2014

To: General Manager

From: Deputy General Manager for Community Programs

Subject: Recommendation of Franchisee for New Solid Waste, Recycling, and Organics Collection Agreements

EXECUTIVE SUMMARY

Following the development of a model franchise agreement, the Technical Advisory Committee (TAC) of the Monterey Regional Waste Management District (District) drafted and issued a competitive request for proposals (RFP) that resulted in proposals from four qualified firms. The evaluation committee of the TAC extensively reviewed and discussed those proposals, and now recommends that GreenWaste Recovery of San Jose be selected as the new solid waste, recycling, and organics collection franchisee in each of the seven participating member agencies of the District for a ten-year term beginning in 2015. The TAC found GreenWaste Recovery's proposal provided the greatest overall value relative to the stated objectives of the RFP process, as approved by each of the participating agencies. Some of the key distinguishing characteristics of GreenWaste Recovery's proposal that form the basis for this recommendation include:

1. GreenWaste Recovery generally offers the lowest overall cost of service for the base and alternative proposals (NOTE: there are some conditions and communities where Waste Management offered lower cost options).
2. GreenWaste Recovery, uniquely, took no significant exceptions to the draft franchise agreement that was approved by each of the participating agencies. This ensures that the participating agencies will get the business terms that they wanted. Additionally, neither the agency nor the customer will be required to assume more risk.
3. GreenWaste Recovery demonstrated a commitment to the communities' goal of reaching a 75% recycling rate by 2020 – consistent with the state goal established in AB 341 and the local 75% recycling goal adopted by the District. The TAC believes that GreenWaste Recovery will provide leadership in this area, working proactively with the participating agencies to promote continual improvement to achieve this goal.
4. GreenWaste Recovery demonstrated flexibility in its partnership with the communities. This was evidenced in several ways, including: their options for processing recyclables, desire to partner with the District on aspects of their proposal, willingness to serve any number of the participating agencies, and a variety of approaches to community engagement and outreach.
5. A smooth transition between service providers. GreenWaste Recovery has demonstrated success in implementing services and particularly in transitioning franchise services from other contractors, while retaining local drivers. They described transitioning seven franchises from Waste Management and two from Recology since 2007. In their 2007 Santa Cruz County transitions from Waste Management, GreenWaste Recovery reports hiring 54 drivers from the previous operation and notes that all of those drivers remain employed with them today.

Assuming that each agency accepts and approves the recommendation of the TAC, the next step in the process is for the participating agency staff to meet with the identified service provider to finalize the negotiation of rates to be charged to customers and any other contractual terms. Each participating agency's acceptance and approval of this recommendation is only an authorization for their staff to proceed with the negotiation – it is specifically not an authorization to enter into the franchise agreement.

PROCESS OVERVIEW

The District TAC, on behalf of the cities of Carmel-by-the-Sea, Del Rey Oaks, Marina, Pacific Grove, Sand City, Seaside, and the Pebble Beach Community Services District (hereinafter "Participating Agencies"), requested proposals for the collection of solid waste, recyclable materials, and organic materials. While the District has facilitated the process, through its TAC, each participating agency will enter into a separate franchise agreement with the service provider that is selected.

Each participating agency wanted to ensure the rates charged in their community reflect their specific cost of service and are not subsidizing (or being subsidized by) other communities. As such, the participating agencies requested that each proposer provide separate proposal cost forms, specific to each participating agency, along with a proposed cost savings resulting from the award of multiple agreements to one company.

The process began in January 2011 when the District enlisted the professional services of HF&H Consultants. This firm is recognized as a leader in the State in working with public agencies and local government to develop state-of-the-industry franchise agreements, competitively select service providers, and negotiate fair contracts. Next, the District funded development of a model franchise agreement for member agency use. The terms of the new agreement were developed and agreed upon by all participating agency TAC members.

After the model franchise agreement was finalized by the participating agencies, it was circulated to potential proposers to solicit their feedback. The purpose for soliciting this input was to ensure any significant issues, from the industry's perspective, were addressed in advance of the proposal process. The TAC considered the comments received and made appropriate adjustments to the model franchise agreement.

The District and TAC began developing the RFP in October 2012. One of the approaches to the RFP process was that the base services requested in the RFP were programs and services similar to the current services provided in each participating agency. The RFP relied heavily on the District's July 2012 waste characterization analysis when considering system design. This characterization study helped the TAC understand the constituent parts of the waste stream and to develop programs to target the largest remaining recyclable or compostable material types. This resulted in four optional alternative services:

1. **Residential Mixed Organics Collection:** This program allows residents to recycle their food scraps and food-soiled paper by placing them in their green cart along with yard trimmings for composting.
2. **Commercial Organics Collection:** This would expand the current pilot program to include any food generating business that wanted to participate in recycling their food waste.
3. **Expanded Bulky Item Collection:** This would expand the current bulky item program frequency and range of acceptable materials, and would reorient the collection program to partner with the District's Last Chance Mercantile to maximize re-use.

4. **Enhanced Public Education and Outreach:** This would significantly increase the volume, frequency, and effectiveness of communication with the public with the goal of increasing participation among residential and commercial customers while minimizing contamination in waste reduction, recycling, reuse, and composting programs.

Each alternative service was priced separately as an option to provide transparency to elected officials and the public when making program and service choices that could impact rates. The RFP also asked proposers for cost savings proposals, if appropriate.

The final RFP was approved by the District Board as well as each of the participating agency's individual elected bodies in April and May 2013. The RFP was issued on May 28, 2013 to eight potential service providers and two statewide industry associations. The RFP, model franchise agreement, and all attachments were posted to the HF&H website for download.

A pre-proposal meeting was held at the District's offices on June 20, 2013. It was mandatory for all interested parties to attend and the District reserved the right to reject proposals received from proposers that did not attend. The interested parties were asked to submit any questions regarding the RFP by July 12 via email. There were four addenda distributed to interested parties between June 27 and July 19. The addenda responded to questions from interested parties, clarified data, and provided additional information that became available after the issuance of the RFP.

In response to requests from proposers, the proposal deadline was extended from the original due date of August 16 to September 13, 2013. The District received proposals from four companies: Bayside Sanitation of Santa Clara, GreenWaste Recovery of San Jose; Monarch Resource Recovery of Fresno; and, Waste Management, Inc. of Houston, Texas.

An evaluation committee was assembled by the District TAC to perform a detailed evaluation of the proposals. This included a comprehensive review of the proposals received. The factors that were considered by the evaluation committee when evaluating each proposal included: responsiveness to the RFP; the company's collection experience, key personnel, performance record, and financial stability; the technical proposal for base services; technical proposal for alternative services; implementation plan, acceptance of the RFP and franchise terms; environmental considerations; and, cost proposals.

The evaluation committee was comprised of the following: at least one staff person from each participating agency; senior District staff; the District's HF&H consultant; an outside agency expert from the City of Monterey; and, an outside industry expert from the South Bayside Waste Management Authority who recently went through a similar multi-agency competitive procurement.

Interviews of all four proposers were conducted at the District's offices on October 30, 2013. Each team of proposers was interviewed for 90 minutes by the evaluation committee.

Public presentations were made by all four proposers at Seaside City Hall on November 18, 2013. The goal of these presentations was to communicate the highlights of each proposal to the public and to help the public understand the companies, their capabilities, and their approaches to providing service. The evaluation committee conducted two additional meetings to discuss the proposals and develop recommendations to the District Board and the elected body of each of the participating agencies.

SUMMARY OF PROPOSALS RECEIVED

As noted above, proposals were received from four companies (Bayside Sanitation, GreenWaste Recovery, Monarch Resource Recovery, and Waste Management). Each of the four companies is qualified and financially capable of performing the work described in the RFP and each has demonstrated experience providing similar services in other communities.

The following presents a brief summary of the distinguishing elements of each proposal. The proposals received include descriptions of the operational, staffing, capital, implementation, customer service, public outreach, and other plans of the proposer that are necessary elements of performing the work. In the interest of transparency and to provide the public with the full and unabridged details of each proposal, they have been made available to the public at www.hfh-consultants.com/MRWMD/. Printed copies of the proposals may also be reviewed during MRWMD office hours, by appointment.

Bayside Sanitation

- **Recycling and Public Outreach:** Bayside Sanitation believes that they would be capable of achieving the recovery rate requested in the RFP, if the alternative services identified in the RFP were adopted and if the participating agencies took a more exclusive approach to the management of construction and demolition debris.

- **Facilities:** Bayside Sanitation would lease space for vehicle parking, vehicle maintenance, and administrative/customer service offices from the District. In addition, Bayside Sanitation would deliver recyclables collected under these contracts to the District's MRF.

- **Vehicles & Fueling:** Bayside Sanitation would utilize a Compressed Natural Gas (CNG) fleet and would establish a CNG fueling station at the vehicle parking area leased from the District. Bayside Sanitation has experience with three similar fueling stations and CNG equipment.

- **Implementation:** The implementation plan provided by Bayside Sanitation was thorough and demonstrated their data-driven and technology-oriented approach to understanding the service requirements and ensuring the success of the roll-out. During the interview, the owners committed to being personally focused on the transition and start-up. They gave an example of this dedication in a previous roll-out. In the City of Livermore, the owners provided their personal cell phone numbers to customers who had problems to ensure satisfactory resolution of their issues.

- **Labor:** Bayside Sanitation has expressed their interest in retaining the employees that are currently providing service in the area (especially the drivers, supervisors, and customer service staff). Bayside Sanitation also stated their willingness to sign a Memorandum of Understanding with the employee bargaining groups to demonstrate their commitment to working with the local labor organization.

- **Local Presence:** Bayside Sanitation would establish a local presence at the District's facility and would do as much local purchasing as economically feasible. The owners of the company are located in the Bay Area and a local management team would be hired.

- **Cost of Service:** Bayside Sanitation was generally a higher-cost proposal, being the most expensive in the combined (all participating agencies) base proposal and second most expensive in the proposal including all alternate services. They did offer the lowest cost of service for the two smallest communities: Del Rey Oaks and Sand City; however, they stated in their interview that it would be impractical for them to receive and execute the contract for a small portion of the service area because of the facility requirements and their need to reallocate certain overhead and facility costs.
- **Contract Exceptions:** Bayside Sanitation took 18 exceptions to the draft franchise language (the second most of any proposal) with half of those exceptions representing issues of medium or high significance to the participating agencies. Notably, they asked that the compensation methodology be revised such that all wage and benefit expenses for unionized workers be passed through to the ratepayers and not indexed.

GreenWaste Recovery

- **Recycling and Public Outreach:** The evaluation committee felt that GreenWaste Recovery's recycling, public education, and outreach plans were superior to any of the other proposals. GreenWaste Recovery included all of the education and outreach requirements of proposal alternative #4 in their base proposal at no additional cost. Their stated reason for this is that they believe the education and outreach is critical to achieving a 75% recycling rate by 2020, consistent with the state goal established in AB 341 and the local 75% recycling goal adopted by the District. GreenWaste Recovery demonstrated through the interview, public presentation, and examples of their activities in other communities that they will provide proactive leadership for regional recycling and waste reduction efforts.
- **Facilities:** GreenWaste Recovery would lease space for vehicle parking, vehicle maintenance, and administrative/customer service offices from the District. GreenWaste Recovery will either: transfer recyclables at the District's facility and process them at their recycling facility in San Jose, resulting in a guaranteed $30/ton rebate to customers for the life of the agreement(s); or, deliver the recyclables to the District for processing.
- **Vehicles & Fueling:** GreenWaste Recovery would utilize a CNG fleet and would establish a CNG fueling station at the vehicle parking area leased from the District.
- **Implementation:** GreenWaste Recovery provided a thorough and well-documented implementation plan that clearly identifies the major issues that are likely to occur during the transition and their approach to resolving those issues. During their interview, GreenWaste Recovery talked about how their focus during a transition is primarily to ensure the material is collected and that the company's internal issues have to be secondary to the customers' need. GreenWaste Recovery illustrated their service transition capability by noting that they have successfully transitioned seven franchises from Waste Management and two from Recology during a recent seven-year period.
- **Labor:** GreenWaste Recovery expressed their desire to retain the current labor force that provides service to the community currently and noted their success in transitioning former Waste Management organized labor forces in previous transitions. In fact, GreenWaste Recovery reports that they continue to employ 100% of the work force (54 employees) that they transitioned from Waste Management in their Santa Cruz County, Capitola, Scotts Valley, and State Beach contracts in 2007.
- **Local Presence:** GreenWaste Recovery is currently providing service in several jurisdictions in Santa Cruz County and at CSUMB. They would establish a local operations and customer service presence for these contracts at the District's facility. GreenWaste Recovery would establish relationships locally for purchasing

the goods, services, and supplies needed to provide service under the agreement. GreenWaste Recovery has been actively involved in the community for the past several years and would expand their support and involvement in local environmental activities and community groups. The General Manager (GM) that will be responsible for these contracts was previously Waste Management's local manager for operations in Monterey and Santa Cruz counties. Notably, the GM would split time between Santa Cruz County operations and the Peninsula communities.

- **Cost of Service:** Looking at all of the service areas as a whole, GreenWaste Recovery offers the lowest cost of service for the base and alternate service packages. GreenWaste Recovery was more expensive than Waste Management in the individual communities of Carmel and Sand City for both the base and alternative services.
- **Contract Exceptions:** GreenWaste Recovery took only one exception to the draft franchise agreement which the evaluation committee considers insignificant (a minor change to a noticing requirement on insurance). The ability to proceed on the business terms and under the risk allocation that the agencies defined at the outset of the process is a significant distinguishing factor for GreenWaste Recovery.

Monarch Resource Recovery

- **Recycling and Public Outreach:** Monarch Resource Recovery offered a very robust recycling and public outreach program. This program includes the use of a recycling outreach consulting group to train local college interns to provide technical assistance to each and every business and multi-family property in the service area. In addition, Monarch's proposal provides for the most staffing for the public education and outreach efforts that will be needed to achieve the recycling goals of the agencies.
- **Facilities:** Monarch Resource Recovery would lease space for vehicle parking, vehicle maintenance, and administrative/customer service offices from the District. In addition, Monarch Resource Recovery would deliver recyclables collected under these contracts to the District's MRF and has arranged for back-up capacity with A&S Metals of Castroville.
- **Vehicles & Fueling:** Monarch Resource Recovery would utilize a CNG fleet and would establish a CNG fueling station at the vehicle parking area leased from the District.
- **Implementation:** Monarch Resource Recovery prepared a thorough transition plan that clearly articulates their process and includes frequent meetings with participating agency staff to ensure that they are aware of issues and involved in the process. Monarch Resource Recovery illustrated their experience with complex transitions in their recent two-month transition in the City of Fresno where the company assumed the City's former employees, vehicles, containers, and customer data and had to quickly prepare for and implement the new services.
- **Labor:** Monarch Resource Recovery expressed their desire to retain the current employees who are providing service to ensure continuity and described a number of previous transitions where retaining the employees was critical to the success of the transition. Monarch Resource Recovery is willing to work with an organized labor group and assumed the costs of the current collective bargaining agreement in their estimate of labor costs, however none of their current labor force is represented.
- **Local Presence:** Monarch's owners are located in Kerman, California (near Fresno) and they would establish a local management team that would be dedicated to the operations in Monterey County. The company would engage in local purchasing for the services, goods, and supplies required to provide service under this agreement.

- **Cost of Service:** Monarch Resource Recovery was generally the highest-cost proposal. Monarch Resource Recovery presented a significant discount for the award of combinations of multiple participating agencies, the biggest discount coming from the award of all contracts. Even with the significant discount for the award of multiple participating agencies, Monarch Resource Recovery was still the most expensive.
- **Contract Exceptions**: Monarch Resource Recovery took 13 exceptions to the draft franchise agreement with 8 of those exceptions being in areas that the evaluation committee believed to be of medium or high significance to the participating agencies.

Waste Management

- **Recycling and Public Outreach:** Waste Management is the only company under Alternative #2 to offer universal rollout of commercial organics collection service to all businesses (as opposed to targeting food generating businesses only). This comes at an expense nearly double that (approximately $400,000/year) of what is assumed by GreenWaste Recovery. In addition, Waste Management (under Alternative #4) is proposing the highest spending (though not the highest staffing) on enhanced public education. The evaluation committee is concerned that Waste Management did not understand the participating agencies' goals for an improved recycling system. This concern comes from several issues in their proposal, interview, and public presentation:
  - Waste Management did not initially understand that the Cities of Marina and Seaside would implement universal green waste collection in an effort to increase diversion.
  - Waste Management initially proposed a 10% per year increase in the number of customers participating in the commercial food waste program. When pressed for the current participation, they identified only 10 current customers. Adding one customer per year is inconsistent with the goal of having all food generating businesses participate in this program. Once these assumptions were questioned by the evaluation committee, Waste Management did revise their proposal to have the most robust commercial organics collection program of any of the proposers.
  - Waste Management offered a cost saving proposal that would reduce recycling and green waste collection frequency from weekly to every-other-week. The evaluation committee believes that this reduced collection frequency would have a negative impact on diversion of between 2,000 and 5,000 tons per year and considered that this alternative was not responsive to the diversion goal stated in the RFP.
  - Waste Management offers no financial value for the recyclables collected in the community and will not deliver those recyclables to the District's material recovery facility (MRF) for processing, given their ownership of a preexisting MRF in Castroville.
  - During the interviews and public presentation, Waste Management presented an overview of the programs it currently provides and did not explain in detail any new programs or services necessary to help achieve the community's recycling diversion goals. The committee believes that this perspective is contrary to the community's desire to be sustainability leaders and to continuously improve programs aimed at increasing recycling and sustainability.
- **Facilities:** Waste Management would operate out of their current facility in Castroville. Waste Management would process recyclables at the Castroville MRF. Waste Management offered to establish a local call center for customer service; however, that option would add $685,000 per year to their proposed cost of service for the whole service area (and, depending on how that cost was allocated, would change their overall cost ranking in several communities).

- **Vehicles & Fueling:** Waste Management has already begun to convert their fleet to CNG, using landfill gas produced at the Altamont Landfill, located in Alameda County. The balance of the fleet would be converted to CNG under these agreements.
- **Implementation:** Waste Management is in the unique position of having a much smaller scale implementation, given that the facilities, some equipment, customer data, and routing are already in place. They could, uniquely, begin implementation in advance of the expiration of the current contracts. Waste Management's initial implementation plan submittal was a high-level outline that did not provide sufficient detail for the evaluation committee to understand if they would be adequately prepared for the transition. Upon request, Waste Management prepared a much more thorough implementation plan documenting the details of their approach and their resource capacity.
- **Labor:** Waste Management would utilize their current labor force.
- **Cost of Service:** Waste Management offered the second lowest cost of service, overall, for the base and alternative proposals. They were the lowest cost base and alternate proposal for Carmel and the lowest viable proposal for Sand City (note: Bayside was the absolute lowest, but they stated that they could not offer that pricing on a stand-alone basis if only awarded one participating agency's franchise agreement). In addition, Waste Management submitted two cost saving proposals, which allowed for a lower cost. The committee does not believe that these cost saving approaches, especially Cost Saving Proposal #2, are consistent with the communities' desires and the goals of the RFP:
    - **Cost Saving Proposal 1 – Existing Capital**: Waste Management proposed to phase in new trucks and containers at a rate of approximately 10% per year. This would result in used equipment being in place for nearly all of the term of the new franchise agreements. The committee included a requirement in the RFP and franchise for the selected contractor to implement brand new equipment throughout the service area that establishes a uniform container color coding scheme matching the approach of other communities throughout the state (blue for recycling, green for green waste, and black or grey for waste). The committee believes (and other proposers reinforced) that the current container inventory is dilapidated and does a poor job of communicating to the customer what materials are placed in which container. The committee believes that this is an impediment to the "high quality and consistent services" and the achievement of "high levels of customer engagement" in recycling that were stated goals in the RFP. A survey was done to document the condition of the existing container inventory and that research is presented in Attachment B.
    - **Cost Saving Proposal 2 – Every Other Week Recycling/Green Waste**: Waste Management proposed to modify the current program of collecting recycling and green waste on a weekly basis. Waste Management proposed to establish a program where customers would alternate collection weeks with one week being a green waste week and the next week being a recycling week. The committee believes that this is a significant step backwards and would have a significant and negative impact on the level of recycling in the community. Accordingly, the committee considered the proposal to be unresponsive to the RFP recycling goal.
    - **Contract Exceptions**: Waste Management took the largest number of exceptions (48) and the most significant exceptions (30) to the model franchise agreement. When questioned about some of the specific terms, Waste Management was willing to withdraw its position on many of the most severe issues. While the severity and number of the contract issues has been reduced by their clarifications, the number of issues remaining to be negotiated with Waste Management is significant and the risk allocation they have proposed places the most risk on the participating agencies of any of the proposers.

BASIS FOR EVALUATION COMMITTEE RECOMMENDATION

The evaluation committee considered each of the evaluation criteria identified in Section 6.2 of the RFP as well as the goals and objectives of the RFP process in making their recommendation. The basis for the committee's recommendation of GreenWaste Recovery is presented below with regard to each of the goals and objectives of the process.

1. Maximizing Quality and Consistency of Services

Service quality is one of the consistent features of the solid waste collection industry and most companies do a very good job at providing responsive customer-service. All four proposers highlighted their focus on service quality through their proposals, interviews, and public presentations. All proposers have implemented systems for tracking the quality of service provided by their drivers and customer service teams.

The evaluation committee felt that the significant distinguishing factor in this objective was Waste Management's Cost Savings #1 proposal utilizing the equipment (particularly the containers) currently in service for a significant period of time before purchasing new equipment. This approach, while producing cost savings, does not meet the goal of maximizing quality and consistency of service. Based on the survey of conditions in each of the communities, it is clear to the evaluation committee that Waste Management's existing equipment is of poor quality (e.g. broken lift bars, cracked lids, vandalized carts and bins, etc.) and functionality (e.g. numerous and inconsistent color coding, incorrect labeling, containers with other communities' branding, etc.). The committee believes that accepting Waste Management's Cost Savings #1 proposal would be contrary to the stated objective.

An additional distinguishing factor was the inclusion of a local customer service call center in the base proposals for Bayside, GreenWaste, and Monarch to ensure familiarity with local communities and conditions. Waste Management would require an additional $685,000 per year to establish a local call center for all seven participating agencies. The committee believes that this local familiarity is an important element of service quality.

2. Minimizing Cost of Services to Customers

GreenWaste Recovery offers the lowest overall pricing for the system that was requested in the RFP, $16,104,824 (base proposal or $16,522,778 for Recycling @ District MRF scenario) vs. Waste Management at $16,734,782. In addition, GreenWaste Recovery provided the most favorable responses to interview questions about the dynamics of negotiating future changes to services that may save money for customers.

Waste Management offers a lower cost option in Carmel and Sand City for both the base and alternative services and in Del Rey Oaks for the base services. If the $685,000 annual cost to establish a local call center was included in their proposal, Waste Management would likely not have the lowest cost in Del Rey Oaks or Sand City. If one of Waste Management's cost saving alternatives were selected they would be the lowest cost option in nearly every agency. As noted above, the evaluation committee does not recommend that the participating agencies consider either of the two "cost saving" proposals from Waste Management because those approaches do not meet the stated objectives of: 1) maximizing quality and consistency of services; 2) meeting the state and local 75% recycling goal; and, 3) providing state-of-the-industry services that maximize resource value and customer involvement.

It is worth noting that while Waste Management offers a lower cost under certain pricing scenarios, the committee is concerned that those costs may not accurately reflect true costs given the number of contractual exceptions taken by the company. The contractual issues that remain to be negotiated with Waste Management could result in a significant increase in risk (especially future rate escalation) to the participating agencies and customers, relative to GreenWaste Recovery who has accepted all of the terms of the draft agreement. Additionally, it should be noted that Waste Management's annual costs for alternative programs specified in the RFP are approximately $1.2 million or double that of GreenWaste Recovery.

Attachment A presents a series of tables illustrating the proposed pricing options, in aggregate and for each of the participating agencies. The percentages presented at the bottom of each table indicate the estimated percentage change relative to the current revenue received by the current service provider in each community. The current revenues presented are estimated based on Waste Management's representations in their franchise fee payments to each agency. These estimates are based on historical reporting of revenues (some going back to 2012) and do not accurately reflect the current customer base, subscription level, and rates charged. The percentages presented are specifically not the rate adjustment that will be experienced by customers. The specific rate impact to each sector and service level remains to be negotiated with the selected service provider and may be significantly different from the percentages identified here, either in total or for given service levels.

3. Meeting the State's 75% Recycling Goal Locally by 2020

The evaluation committee believes that GreenWaste Recovery demonstrated through their proposal, interview, and public presentation that they would be a good partner to move the communities to the 75% recycling goal. GreenWaste Recovery was the only company that acknowledged the hauler-controlled recycling rate requirement in their proposal and specifically identified how that requirement would be achieved. GreenWaste Recovery demonstrated their commitment to achieving this goal by including all of the recycling education and outreach (requested as Alternative #4 in the RFP) in their base pricing, noting that if this community wants to get to a 75% diversion level, the education and outreach cannot be a stand-alone option and needs to be included in the overall cost of services. During the public presentations when other companies focused on service delivery, internal systems, or productivity issues, GreenWaste Recovery focused on their vision for the recycling system and the innovative nature of their company in working with communities to move to higher levels of recycling.

While the committee felt that Monarch Resource Recovery would provide a similarly beneficial partnership with regard to recycling, the difference in cost between the two firms was significant.

4. Providing State-of-the-Industry Services that Maximize Resource Value and Customer Involvement

GreenWaste Recovery and Monarch Resource Recovery both provided significant value relative to this objective. Both companies took an aggressive approach to engaging customers in the system. One element of this approach was their focus on being community partners and providing the education, outreach, and hands-on technical assistance to make sure that the community understands how best to participate in the system. Both GreenWaste Recovery and Monarch Resource Recovery focused on the "maximize resource value" portion of this objective by emphasizing monitoring and customer feed-back systems that would help to minimize the contamination of recyclables; thereby increasing the value of those recyclables in the commodity markets.

The committee was impressed with the systems integration approach proposed by Bayside and appreciated the company's willingness to share their computer systems in a transparent way with agency staff.

While Waste Management described the modernization and integration of their information systems, the systems demonstrated were focused on internal issues like driver productivity and safety and were not generally customer-facing. Waste Management's Cost Saving #2 proposal would reduce recycling and green waste service to customers by 50% – the reverse of a twenty five-year trend in the industry to offer greater levels of recycling and green waste service.

5. Receiving Franchise Fees

All proposers agreed to pay the franchise fees that were identified in the RFP and none of the proposers offered additional incentives, therefore this objective did not ultimately provide any differentiation among proposers.

CONCLUSION

Current franchise collection agreements are based on a contract nearly twenty years old. Public education, customer service, reporting standards, rate adjustment methodology, and diversion activities have evolved over the years to a standard that, by comparison, makes current franchise contracts in this community appear nearly obsolete. After decades where local collection contracts were simply extended with the existing provider, this RFP process marks the first time that local franchise agreements have been subject to a competitive procurement process.

Over the ten year base-term of these agreements, the collective value of the collection contracts among the seven participating agencies exceeds $170,000,000. This process is intended to ensure that the participating agencies receive excellent service, value, and an overall collection and diversion system most responsive to community needs and desires. With the selection of GreenWaste Recovery, the TAC believes the participating agencies will receive the highest level of service at the most competitive cost while providing the greatest overall benefit to the participating agencies, residents and businesses. The TAC believes the selection of GreenWaste Recovery is in the best interest of the participating agencies.

Jeff Lindenthal

Attachment A
Cost Proposal Comparison

ALL AGENCIES

	BSI	GWR		MRR	WMI		
	Base Proposal	Base Proposal	Recycling @ MRWMD	Base Proposal	Base Proposal	Cost Saving 1	Cost Saving 2
Annual Cost of Operations							
Labor-Related Costs	$4,431,376	$2,595,418	$2,595,418	$3,257,577	$2,679,762	$2,601,533	$2,183,091
Vehicle-Related Costs	$815,122	$325,335	$325,335	$611,400	$846,957	$902,210	$691,253
Fuel Costs	$214,931	$470,724	$470,724	$609,115	$454,474	$817,353	$656,162
Other Costs	$399,604	$502,111	$502,111	$171,820	$181,758	$179,198	$167,646
Direct Depreciation	$2,235,224	$1,445,145	$1,445,145	$1,584,488	$1,854,708	$1,061,393	$906,851
Total Allocated Costs - Labor, Vehicle, Fuel & Other	$2,704,332	$3,784,131	$3,784,131	$4,621,279	$2,649,460	$2,492,172	$2,126,319
Total Allocated Costs - Depreciation & Start-Up	$333,561	$454,263	$454,263	$128,123	$0	$0	$0
Total Annual Cost of Operations	**$11,134,150**	**$9,577,126**	**$9,577,126**	**$10,983,802**	**$8,667,119**	**$8,053,857**	**$6,731,322**
Profit	**$1,237,128**	**$1,609,346**	**$1,609,346**	**$1,220,422**	**$3,370,546**	**$2,684,619**	**$2,553,260**
Pass-Through Costs							
Disposal Cost	$2,033,185	$2,124,485	$2,124,485	$2,046,122	$2,033,154	$2,033,154	$2,033,154
Net Processing Costs	$684,464	$291,575	$664,878	$696,829	$693,332	$693,332	$677,807
Interest Expense	$520,397	$310,706	$310,706	$737,426	$0	$0	$0
Direct Lease Costs	$0	$0	$0	$0	$0	$0	$0
Total Allocated Costs - Lease	$250,000	$306,728	$306,728	$250,000	$0	$0	$0
Total Pass-Through Costs	**$3,488,045**	**$3,033,495**	**$3,406,797**	**$3,730,377**	**$2,726,486**	**$2,726,486**	**$2,710,961**
Total Costs before City Fees*	**$15,859,324**	**$14,219,967**	**$14,593,270**	**$15,934,602**	**$14,764,151**	**$13,464,963**	**$11,995,544**
City Fees							
Franchise Fee	$1,938,473	$1,744,524	$1,786,242	$1,770,494	$1,832,301	$1,676,154	$1,499,578
Litter Abatement Fee	$147,056	$140,333	$143,267	$164,224	$138,330	$110,392	$101,117
Total City Fees	**$2,085,528**	**$1,884,857**	**$1,929,508**	**$1,934,718**	**$1,970,631**	**$1,786,546**	**$1,600,695**
Total Proposed Annual Costs	**$17,944,852**	**$16,104,824**	**$16,522,778**	**$17,869,319**	**$16,734,782**	**$15,251,509**	**$13,596,239**
Alternative 1 - SFD Mixed Organics	($2,711)	$14,250	$14,250	$286,637	$88,086	$88,086	$88,086
Alternative 2 - Commercial Organics	$387,297	$423,175	$423,175	$194,191	$817,039	$817,039	$817,039
Alternative 3 - Expanded Bulky Item Events	$253,933	($3,179)	($3,179)	$537,353	$22,517	$22,517	$22,517
Alternative 4 - Enhanced Public Education/Outreach	$90,659	$184,600	$184,600	$209,594	$305,556	$305,556	$305,556
Local Call Center	Included	Included	Included	Included	$685,000	$685,000	$685,000
Total Proposed Annual Costs - Base + Alternatives	**$18,674,030**	**$16,723,669**	**$17,141,623**	**$19,097,096**	**$18,652,981**	**$17,169,707**	**$15,514,437**
$15,370,850	**Impact vs. Current Revenues**						
Base Services vs. Current Revenue	17%	5%	7%	16%	9%	-1%	-12%
Base & Alternate Services vs. Current Revenue	21%	9%	12%	24%	21%	12%	1%

Attachment A
Cost Proposal Comparison

CARMEL

	BSI	GWR		MRR	WMI		
	Base Proposal	Base Proposal	Recycling @ MRWMD	Base Proposal	Base Proposal	Cost Saving 1	Cost Saving 2
Annual Cost of Operations							
Labor-Related Costs	$1,210,390	$556,705	$556,705	$716,939	$355,244	$355,244	$278,539
Vehicle-Related Costs	$144,086	$63,169	$63,169	$114,400	$107,455	$107,455	$79,112
Fuel Costs	$36,896	$62,419	$62,419	$106,800	$59,941	$120,128	$90,441
Other Costs	$68,976	$73,596	$73,596	$39,120	$11,351	$11,351	$9,623
Direct Depreciation	$296,798	$184,627	$184,627	$241,479	$203,648	$136,345	$111,826
Total Allocated Costs - Labor, Vehicle, Fuel & Other	$304,576	$636,068	$636,068	$1,011,313	$364,220	$363,420	$302,909
Total Allocated Costs - Depreciation & Start-Up	$37,567	$58,516	$58,516	$26,000	$0	$0	$0
Total Annual Cost of Operations	**$2,099,288**	**$1,635,100**	**$1,635,100**	**$2,256,050**	**$1,101,858**	**$1,093,943**	**$872,451**
Profit	**$233,254**	**$268,854**	**$268,854**	**$250,672**	**$428,501**	**$364,648**	**$330,930**
Pass-Through Costs							
Disposal Cost	$167,138	$186,544	$186,544	$167,656	$167,153	$167,153	$167,153
Net Processing Costs	$91,495	$26,311	$90,027	$95,914	$93,455	$93,455	$77,930
Interest Expense	$92,496	$39,695	$39,695	$52,163	$0	$0	$0
Direct Lease Costs	$0	$0	$0	$0	$0	$0	$0
Total Allocated Costs - Lease	$28,156	$43,233	$43,233	$250,000	$0	$0	$0
Total Pass-Through Costs	**$379,285**	**$295,783**	**$359,499**	**$565,732**	**$260,607**	**$260,607**	**$245,082**
Total Costs before City Fees*	**$2,711,827**	**$2,199,736**	**$2,263,453**	**$3,072,455**	**$1,790,966**	**$1,719,197**	**$1,448,462**
City Fees							
Franchise Fee	$301,284	$244,415	$251,494	$341,350	$198,976	$191,003	$160,924
Total City Fees	**$301,284**	**$244,415**	**$251,494**	**$341,350**	**$198,976**	**$191,003**	**$160,924**
	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%
Total Proposed Annual Costs - Base	**$3,013,111**	**$2,444,151**	**$2,514,947**	**$3,413,804**	**$1,989,942**	**$1,910,200**	**$1,609,386**
Alternative 1 - SFD Mixed Organics	($1,544)	$1,800	$1,800	$140,290	$19,562	$19,562	$19,562
Alternative 2 - Commercial Organics	$53,243	$44,695	$44,695	$132,437	$256,903	$256,903	$256,903
Alternative 3 - Expanded Bulky Item Events	$32,421	($95)	($95)	$129,420	$0	$0	$0
Alternative 4 - Enhanced Public Education/Outreach	$18,463	$34,143	$34,143	$149,137	$31,142	$31,142	$31,142
Local Call Center	Included	Included	Included	Included	$ 87,085	$ 93,042	$ 88,783
Total Proposed Annual Costs - Base + Alternatives	**$3,115,693**	**$2,524,693**	**$2,595,489**	**$3,965,088**	**$2,384,634**	**$2,310,850**	**$2,005,777**
$2,011,280	**Impact vs. Current Revenues**						
Base Services vs. Current Revenue	50%	22%	25%	70%	-1%	-5%	-20%
Base & Alternate Services vs. Current Revenue	55%	26%	29%	97%	19%	15%	0%

Attachment A
Cost Proposal Comparison

DEL REY OAKS

	BSI	GWR		MRR	WMI		
	Base Proposal	Base Proposal	Recycling @ MRWMD	Base Proposal	Base Proposal	Cost Saving 1	Cost Saving 2
Annual Cost of Operations							
Labor-Related Costs	$96,642	$58,888	$58,888	$158,926	$78,364	$78,364	$66,576
Vehicle-Related Costs	$20,056	$7,901	$7,901	$43,550	$21,879	$21,879	$16,127
Fuel Costs	$5,284	$13,950	$13,950	$40,380	$14,109	$17,042	$14,896
Other Costs	$9,864	$12,648	$12,648	$20,580	$2,609	$2,609	$2,278
Direct Depreciation	$56,810	$42,664	$42,664	$113,245	$62,676	$50,780	$43,438
Total Allocated Costs - Labor, Vehicle, Fuel & Other	$68,595	$119,802	$119,802	$328,863	$64,683	$63,423	$52,211
Total Allocated Costs - Depreciation & Start-Up	$8,461	$14,110	$14,110	$12,000	$0	$0	$0
Total Annual Cost of Operations	**$265,712**	**$269,963**	**$269,963**	**$717,544**	**$244,320**	**$234,097**	**$195,525**
Profit	**$29,524**	**$71,677**	**$71,677**	**$79,727**	**$95,013**	**$78,032**	**$74,165**
Pass-Through Costs							
Disposal Cost	$52,537	$55,675	$55,675	$52,538	$52,526	$52,526	$52,526
Net Processing Costs	$11,857	($6,646)	$11,551	$11,412	$12,099	$12,099	$12,099
Interest Expense	$12,658	$9,173	$9,173	$29,799	$0	$0	$0
Direct Lease Costs	$0	$0	$0	$0	$0	$0	$0
Total Allocated Costs - Lease	$6,341	$8,450	$8,450	$250,000	$0	$0	$0
Total Pass-Through Costs	**$83,392**	**$66,652**	**$84,849**	**$343,749**	**$64,625**	**$64,625**	**$64,625**
Total Costs before City Fees*	**$378,628**	**$408,292**	**$426,489**	**$1,141,021**	**$403,959**	**$376,755**	**$334,315**
City Fees							
Franchise Fee	$42,066	$45,365	$47,387	$126,767	$44,880	$41,857	$37,142
Total City Fees	**$42,066**	**$45,365**	**$47,387**	**$126,767**	**$44,880**	**$41,857**	**$37,142**
	10%	10%	10%	10%	10%	10%	10%
Total Proposed Annual Costs	**$420,693**	**$453,657**	**$473,876**	**$1,267,788**	**$448,839**	**$418,612**	**$371,458**
Alternative 1 - SFD Mixed Organics	($26)	$300	$300	$51,921	$1,973	$1,973	$1,973
Alternative 2 - Commercial Organics	$10,172	$3,197	$3,197	$81,699	$8,487	$8,487	$8,487
Alternative 3 - Expanded Bulky Item Events	$6,425	($12)	($12)	$135,170	$1,287	$1,287	$1,287
Alternative 4 - Enhanced Public Education/Outreach	$2,090	$330	$330	$134,010	$6,753	$6,753	$6,753
Local Call Center	Included	Included	Included	Included	$ 19,310	$ 19,911	$ 19,897
Total Proposed Annual Costs - Alternatives	**$439,355**	**$457,472**	**$477,691**	**$1,670,589**	**$486,648**	**$457,022**	**$409,854**
$423,200	**Impact vs. Current Revenues**						
Base Services vs. Current Revenue	-1%	7%	12%	200%	6%	-1%	-12%
Base & Alternate Services vs. Current Revenue	4%	8%	13%	295%	15%	8%	-3%

Attachment A
Cost Proposal Comparison

MARINA

	BSI	GWR		MRR	WMI		
	Base Proposal	Base Proposal	Recycling @ MRWMD	Base Proposal	Base Proposal	Cost Saving 1	Cost Saving 2
Annual Cost of Operations							
Labor-Related Costs	$720,325	$469,587	$469,587	$661,330	$442,579	$442,579	$364,232
Vehicle-Related Costs	$150,791	$58,791	$58,791	$139,800	$160,992	$185,923	$137,767
Fuel Costs	$39,829	$89,921	$89,921	$132,600	$78,283	$187,439	$154,180
Other Costs	$74,006	$96,733	$96,733	$47,270	$14,517	$14,517	$12,278
Direct Depreciation	$443,745	$274,407	$274,407	$349,305	$362,139	$180,843	$153,450
Total Allocated Costs - Labor, Vehicle, Fuel & Other	$518,455	$681,730	$681,730	$980,657	$473,926	$457,577	$384,563
Total Allocated Costs - Depreciation & Start-Up	$63,948	$91,702	$91,702	$18,050	$0	$0	$0
Total Annual Cost of Operations	**$2,011,099**	**$1,762,871**	**$1,762,871**	**$2,329,011**	**$1,532,434**	**$1,468,877**	**$1,206,471**
Profit	**$223,455**	**$238,255**	**$238,255**	**$258,779**	**$595,947**	**$489,626**	**$457,627**
Pass-Through Costs							
Disposal Cost	$452,466	$470,617	$470,617	$452,474	$452,450	$452,450	$452,450
Net Processing Costs	$100,501	$43,156	$98,006	$101,124	$101,121	$101,121	$101,121
Interest Expense	$96,382	$58,997	$58,997	$122,300	$0	$0	$0
Direct Lease Costs	$0	$0	$0	$0	$0	$0	$0
Total Allocated Costs - Lease	$47,928	$57,166	$57,166	$237,500	$0	$0	$0
Total Pass-Through Costs	**$697,276**	**$629,937**	**$684,786**	**$913,398**	**$553,571**	**$553,571**	**$553,571**
Total Costs before City Fees*	**$2,931,830**	**$2,631,062**	**$2,685,912**	**$3,501,188**	**$2,681,952**	**$2,512,074**	**$2,217,669**
City Fees							
Franchise Fee	$325,726	$292,332	$298,434	$388,982	$297,965	$279,091	$246,383
Total City Fees	**$325,726**	**$292,332**	**$298,434**	**$388,982**	**$297,965**	**$279,091**	**$246,383**
	10%	10%	10%	10%	10%	10%	10%
Total Proposed Annual Costs	**$3,257,557**	**$2,923,395**	**$2,984,346**	**$3,890,170**	**$2,979,917**	**$2,791,165**	**$2,464,052**
Alternative 1 - SFD Mixed Organics	$350	$2,700	$2,700	$114,868	$5,516	$5,516	$5,516
Alternative 2 - Commercial Organics	$129,760	$96,346	$96,346	$150,140	$144,637	$144,637	$144,637
Alternative 3 - Expanded Bulky Item Events	$51,019	($1,102)	($1,102)	$183,961	$4,685	$4,685	$4,685
Alternative 4 - Enhanced Public Education/Outreach	$17,116	$34,838	$34,838	$187,841	$66,997	$66,997	$66,997
Local Call Center	Included	Included	Included	Included	$ 121,115	$ 124,932	$ 122,774
Total Proposed Annual Costs - Alternatives	**$3,455,802**	**$3,056,176**	**$3,117,128**	**$4,526,981**	**$3,322,867**	**$3,137,931**	**$2,808,661**
$2,938,781	**Impact vs. Current Revenues**						
Base Services vs. Current Revenue	11%	-1%	2%	32%	1%	-5%	-16%
Base & Alternate Services vs. Current Revenue	18%	4%	6%	54%	13%	7%	-4%

Attachment A
Cost Proposal Comparison

PACIFIC GROVE

	BSI	GWR		MRR	WMI		
	Base Proposal	Base Proposal	Recycling @ MRWMD	Base Proposal	Base Proposal	Cost Saving 1	Cost Saving 2
Annual Cost of Operations							
Labor-Related Costs	$791,533	$527,001	$527,001	$828,707	$602,779	$524,550	$452,779
Vehicle-Related Costs	$163,944	$68,278	$68,278	$172,000	$183,755	$184,531	$163,543
Fuel Costs	$43,945	$107,845	$107,845	$208,200	$84,073	$115,319	$85,187
Other Costs	$81,341	$116,254	$116,254	$53,400	$117,284	$114,723	$112,918
Direct Depreciation	$469,991	$332,495	$332,495	$380,175	$420,097	$199,671	$177,975
Total Allocated Costs - Labor, Vehicle, Fuel & Other	$626,780	$811,889	$811,889	$1,151,204	$627,170	$471,638	$400,846
Total Allocated Costs - Depreciation & Start-Up	$77,309	$100,151	$100,151	$20,000	$0	$0	$0
Total Annual Cost of Operations	**$2,254,842**	**$2,063,913**	**$2,063,913**	**$2,813,686**	**$2,035,158**	**$1,610,432**	**$1,393,247**
Profit	**$250,538**	**$394,740**	**$394,740**	**$312,632**	**$791,450**	**$536,811**	**$528,473**
Pass-Through Costs							
Disposal Cost	$381,276	$400,572	$400,572	$381,795	$381,294	$381,294	$381,294
Net Processing Costs	$154,315	$86,626	$151,187	$157,398	$155,804	$155,804	$155,804
Interest Expense	$104,910	$71,486	$71,486	$77,842	$0	$0	$0
Direct Lease Costs	$0	$0	$0	$0	$0	$0	$0
Total Allocated Costs - Lease	$57,942	$70,663	$70,663	$250,000	$0	$0	$0
Total Pass-Through Costs	**$698,444**	**$629,347**	**$693,907**	**$867,034**	**$537,098**	**$537,098**	**$537,098**
Total Costs before City Fees*	**$3,203,824**	**$3,088,000**	**$3,152,561**	**$3,993,351**	**$3,363,705**	**$2,684,340**	**$2,458,817**
City Fees							
Franchise Fee	$372,283	$358,861	$366,364	$443,661	$389,115	$310,526	$284,437
Litter Abatement Fee	$147,056	$141,750	$144,714	$164,224	$138,330	$110,392	$101,117
Total City Fees	**$519,338**	**$500,611**	**$511,078**	**$607,886**	**$527,446**	**$420,918**	**$385,555**
	14%	14%	14%	13%	14%	14%	14%
Total Proposed Annual Costs	**$3,723,162**	**$3,588,612**	**$3,663,639**	**$4,601,237**	**$3,891,151**	**$3,105,258**	**$2,844,372**
Alternative 1 - SFD Mixed Organics	($1,825)	$4,200	$4,200	$27,946	$34,929	$34,929	$34,929
Alternative 2 - Commercial Organics	$103,072	$89,880	$89,880	$141,417	$153,072	$153,072	$153,072
Alternative 3 - Expanded Bulky Item Events	$63,963	($77)	($77)	$144,968	$6,152	$6,152	$6,152
Alternative 4 - Enhanced Public Education/Outreach	$29,554	$73,157	$73,157	$157,202	$74,534	$74,534	$74,534
Local Call Center	Included	Included	Included	Included	$ 160,847	$ 136,971	$ 141,781
Total Proposed Annual Costs - Alternatives	**$3,917,927**	**$3,755,772**	**$3,830,798**	**$5,072,769**	**$4,320,685**	**$3,510,916**	**$3,254,840**
$4,022,990	**Impact vs. Current Revenues**						
Base Services vs. Current Revenue	-7%	-11%	-9%	14%	-3%	-23%	-29%
Base & Alternate Services vs. Current Revenue	-3%	-7%	-5%	26%	7%	-13%	-19%

Attachment A
Cost Proposal Comparison

PEBBLE BEACH

	BSI	GWR		MRR	WMI		
	Base Proposal	Base Proposal	Recycling @ MRWMD	Base Proposal	Base Proposal	Cost Saving 1	Cost Saving 2
Annual Cost of Operations							
Labor-Related Costs	$449,596	$344,283	$344,283	$441,340	$352,516	$352,516	$290,394
Vehicle-Related Costs	$93,134	$43,201	$43,201	$96,250	$109,057	$115,868	$81,447
Fuel Costs	$24,807	$64,693	$64,693	$118,200	$70,032	$102,540	$83,852
Other Costs	$46,047	$61,265	$61,265	$34,250	$11,947	$11,947	$9,424
Direct Depreciation	$261,897	$189,330	$189,330	$223,895	$228,470	$156,629	$121,958
Total Allocated Costs - Labor, Vehicle, Fuel & Other	$351,993	$463,230	$463,230	$798,756	$307,522	$311,355	$253,707
Total Allocated Costs - Depreciation & Start-Up	$43,416	$60,256	$60,256	$19,000	$0	$0	$0
Total Annual Cost of Operations	**$1,270,889**	**$1,226,258**	**$1,226,258**	**$1,731,691**	**$1,079,543**	**$1,050,855**	**$840,780**
Profit	**$141,210**	**$200,200**	**$200,200**	**$192,410**	**$419,822**	**$350,285**	**$318,917**
Pass-Through Costs							
Disposal Cost	$162,262	$181,471	$181,471	$162,780	$162,236	$162,236	$162,236
Net Processing Costs	$130,105	$38,689	$128,576	$110,614	$131,932	$131,932	$131,932
Interest Expense	$58,796	$40,706	$40,706	$46,705	$0	$0	$0
Direct Lease Costs	$0	$0	$0	$0	$0	$0	$0
Total Allocated Costs - Lease	$32,540	$41,676	$41,676	$250,000	$0	$0	$0
Total Pass-Through Costs	**$383,703**	**$302,542**	**$392,429**	**$570,098**	**$294,168**	**$294,168**	**$294,168**
Total Costs before City Fees*	**$1,795,801**	**$1,728,999**	**$1,818,886**	**$2,494,199**	**$1,793,534**	**$1,695,308**	**$1,453,865**
City Fees							
Franchise Fee	$89,790	$91,118	$95,855	$131,195	$94,397	$89,227	$76,519
Total City Fees	**$89,790**	**$91,118**	**$95,855**	**$131,195**	**$94,397**	**$89,227**	**$76,519**
	5%	5%	5%	5%	5%	5%	5%
Total Proposed Annual Costs	**$1,885,591**	**$1,820,117**	**$1,914,742**	**$2,625,394**	**$1,887,930**	**$1,784,534**	**$1,530,384**
Alternative 1 - SFD Mixed Organics	$113	$2,220	$2,220	$136,440	$23,855	$23,855	$23,855
Alternative 2 - Commercial Organics	$15,219	$38,459	$38,459	$80,523	$28,254	$28,254	$28,254
Alternative 3 - Expanded Bulky Item Events	$28,842	($57)	($57)	$143,793	$3,061	$3,061	$3,061
Alternative 4 - Enhanced Public Education/Outreach	$5,740	($1,943)	($1,943)	$151,980	$25,474	$25,474	$25,474
Local Call Center	Included	Included	Included	Included	$ 85,321	$ 89,378	$ 85,560
Total Proposed Annual Costs - Alternatives	**$1,935,506**	**$1,858,796**	**$1,953,421**	**$3,138,129**	**$2,053,894**	**$1,954,555**	**$1,696,588**
$1,500,000	**Impact vs. Current Revenues**						
Base Services vs. Current Revenue	26%	21%	28%	75%	26%	19%	2%
Base & Alternate Services vs. Current Revenue	29%	24%	30%	109%	37%	30%	13%

Attachment A
Cost Proposal Comparison

SAND CITY

	BSI	GWR		MRR	WMI		
	Base Proposal	Base Proposal	Recycling @ MRWMD	Base Proposal	Base Proposal	Cost Saving 1	Cost Saving 2
Annual Cost of Operations							
Labor-Related Costs	$64,999	$52,896	$52,896	$77,964	$109,970	$109,970	$109,527
Vehicle-Related Costs	$13,986	$6,510	$6,510	$29,670	$18,044	$18,044	$17,747
Fuel Costs	$3,381	$9,201	$9,201	$33,420	$8,989	$19,761	$19,679
Other Costs	$6,589	$7,226	$7,226	$14,290	$2,504	$2,504	$2,497
Direct Depreciation	$39,772	$30,657	$30,657	$65,678	$50,693	$29,174	$28,918
Total Allocated Costs - Labor, Vehicle, Fuel & Other	$23,801	$109,377	$109,377	$313,391	$62,792	$60,168	$59,861
Total Allocated Costs - Depreciation & Start-Up	$2,936	$5,648	$5,648	$6,000	$0	$0	$0
Total Annual Cost of Operations	**$155,464**	**$221,516**	**$221,516**	**$540,413**	**$252,993**	**$239,622**	**$238,228**
Profit	**$17,274**	**$158,593**	**$158,593**	**$60,046**	**$98,386**	**$79,874**	**$90,362**
Pass-Through Costs							
Disposal Cost	$54,441	$59,041	$59,041	$54,959	$54,441	$54,441	$54,441
Net Processing Costs	$17,547	$10,485	$17,466	$1,418	$18,592	$18,592	$18,592
Interest Expense	$8,357	$6,591	$6,591	$20,490	$0	$0	$0
Direct Lease Costs	$0	$0	$0	$0	$0	$0	$0
Total Allocated Costs - Lease	$2,200	$4,212	$4,212	$250,000	$0	$0	$0
Total Pass-Through Costs	**$82,546**	**$80,328**	**$87,310**	**$326,866**	**$73,033**	**$73,033**	**$73,033**
Total Costs before City Fees*	**$255,284**	**$460,437**	**$467,419**	**$927,325**	**$424,412**	**$392,529**	**$401,624**
City Fees							
Franchise Fee	$28,362	$51,160	$51,935	$103,035	$47,152	$43,610	$44,620
Total City Fees	**$28,362**	**$51,160**	**$51,935**	**$103,035**	**$47,152**	**$43,610**	**$44,620**
	10%	10%	10%	10%	10%	10%	10%
Total Proposed Annual Costs	**$283,646**	**$511,597**	**$519,355**	**$1,030,360**	**$471,564**	**$436,139**	**$446,244**
Alternative 1 - SFD Mixed Organics	($333)	$30	$30	$38,879	$14	$14	$14
Alternative 2 - Commercial Organics	$37,667	$14,685	$14,685	$73,658	$31,091	$31,091	$31,091
Alternative 3 - Expanded Bulky Item Events	$4,849	($15)	($15)	$114,633	$212	$212	$212
Alternative 4 - Enhanced Public Education/Outreach	$5,384	$5,958	$5,958	$123,010	$1,322	$1,322	$1,322
Local Call Center	Included	Included	Included	Included	$ 19,995	$ 20,380	$ 24,243
Total Proposed Annual Costs - Alternatives	**$331,214**	**$532,254**	**$540,012**	**$1,380,540**	**$524,198**	**$489,158**	**$503,126**
$438,565	**Impact vs. Current Revenues**						
Base Services vs. Current Revenue	-35%	17%	18%	135%	8%	-1%	2%
Base & Alternate Services vs. Current Revenue	-24%	21%	23%	215%	20%	12%	15%

Attachment A
Cost Proposal Comparison

SEASIDE

	BSI	GWR		MRR	WMI		
	Base Proposal	Base Proposal	Recycling @ MRWMD	Base Proposal	Base Proposal	Cost Saving 1	Cost Saving 2
Annual Cost of Operations							
Labor-Related Costs	$1,097,892	$612,275	$612,275	$745,563	$738,310	$738,310	$621,044
Vehicle-Related Costs	$229,127	$80,771	$80,771	$178,200	$245,775	$268,510	$195,511
Fuel Costs	$60,790	$127,449	$127,449	$183,000	$139,048	$255,124	$207,929
Other Costs	$112,781	$139,460	$139,460	$57,010	$21,547	$21,547	$18,629
Direct Depreciation	$666,211	$405,561	$405,561	$451,795	$526,985	$307,950	$269,285
Total Allocated Costs - Labor, Vehicle, Fuel & Other	$810,132	$1,000,259	$1,000,259	$1,468,423	$749,147	$764,591	$672,222
Total Allocated Costs - Depreciation & Start-Up	$99,924	$128,469	$128,469	$32,000	$0	$0	$0
Total Annual Cost of Operations	**$3,076,857**	**$2,494,245**	**$2,494,245**	**$3,115,991**	**$2,420,812**	**$2,356,032**	**$1,984,620**
Profit	**$341,873**	**$293,283**	**$293,283**	**$346,221**	**$941,427**	**$785,344**	**$752,787**
Pass-Through Costs							
Disposal Cost	$763,065	$792,026	$792,026	$790,467	$763,054	$763,054	$763,054
Net Processing Costs	$178,645	$95,900	$174,780	$184,214	$180,331	$180,331	$180,331
Interest Expense	$146,799	$87,196	$87,196	$152,523	$0	$0	$0
Direct Lease Costs	$0	$0	$0	$0	$0	$0	$0
Total Allocated Costs - Lease	$74,892	$84,427	$84,427	$250,000	$0	$0	$0
Total Pass-Through Costs	**$1,163,400**	**$1,059,549**	**$1,138,429**	**$1,377,203**	**$943,385**	**$943,385**	**$943,385**
Total Costs before City Fees*	**$4,582,130**	**$3,847,077**	**$3,925,957**	**$4,839,415**	**$4,305,623**	**$4,084,760**	**$3,680,792**
City Fees							
Franchise Fee	$778,962	$678,894	$692,814	$853,818	$759,816	$720,840	$649,551
Total City Fees	**$778,962**	**$678,894**	**$692,814**	**$853,818**	**$759,816**	**$720,840**	**$649,551**
	15%	15%	15%	15%	15%	15%	15%
Total Proposed Annual Costs	**$5,361,092**	**$4,525,971**	**$4,618,771**	**$5,693,233**	**$5,065,439**	**$4,805,600**	**$4,330,343**
Alternative 1 - SFD Mixed Organics	$553	$3,000	$3,000	$160,937	$2,237	$2,237	$2,237
Alternative 2 - Commercial Organics	$38,163	$135,914	$135,914	$174,135	$194,596	$194,596	$194,596
Alternative 3 - Expanded Bulky Item Events	$66,414	($1,821)	($1,821)	$224,733	$7,121	$7,121	$7,121
Alternative 4 - Enhanced Public Education/Outreach	$12,311	$38,117	$38,117	$208,596	$99,333	$99,333	$99,333
Local Call Center	Included	Included	Included	Included	$ 191,327	$ 200,386	$ 201,961
Total Proposed Annual Costs - Alternatives	**$5,478,533**	**$4,701,180**	**$4,793,981**	**$6,461,635**	**$5,560,053**	**$5,309,274**	**$4,835,591**
$4,036,034	**Impact vs. Current Revenues**						
Base Services vs. Current Revenue	33%	12%	14%	41%	26%	19%	7%
Base & Alternate Services vs. Current Revenue	36%	16%	19%	60%	38%	32%	20%

ATTACHMENT 2

Northern California District Council of Laborers

Affiliated with the Laborers' International Union of North America

Business Manager: Oscar De La Torre | Secretary-Treasurer: David Gorgas | President: Doyle Radford | Vice President: Sam Robinson | Sergeant at Arms: Jack Munoz

Executive Board Members: Randy LeMoine | Victor Parra | Bruce Rust

Auditors: Enrique Arguello | Fernando Estrada | Jeff Hayes

Laborers' Local 67
8400 Enterprise Way
Suite 119
Oakland, CA 94621

Laborers' Local 73
3984 Cherokee Road
Stockton, CA 95215

Laborers' Local 166
8400 Enterprise Way
Suite 103
Oakland, CA 94621

Laborers' Local 185
1320 National Drive
Sacramento, CA 95834

Laborers' Local 261
3271 - 18th Street
San Francisco, CA 94110

Laborers' Local 270
609 Emory Street
San Jose, CA 95110

Laborers' Local 294
5431 East Hedges
Fresno, CA 93727

Laborers' Local 304
29475 Mission Blvd
Hayward, CA 94544

Laborers' Local 324
611 Berrellesa Street
Martinez, CA 94553

Laborers' Local 886
8400 Enterprise Way
Suite 110
Oakland, CA 94621

Laborers' Local 1130
PO Box 3448
Modesto, CA 95353

NCDCL
4780 Chabot Drive
Suite 200
Pleasanton, CA 94588
P 925-469-6800
F 925-469-6900
NCDCLABORERS.ORG

LETTER OF UNDERSTANDING

BETWEEN

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS
and
LABORERS' LOCAL 270

AND

GREEN WASTE RECOVERY OF SAN JOSE, CA

GREEN WASTE RECOVERY OF SAN JOSE, CA hereby agrees to adopt and be bound by the terms and conditions of the May 1, 2013 through April 30, 2016 agreement between the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliate LABORERS' LOCAL 270, and CARMEL MARINA CORPORATION, SALINAS DISPOSAL SERVICE, INC. and RURAL DISPOS-ALL (USA Waste of California, Inc., dba Carmel Marina Corporation, aka Waste Management) through the term of the agreement, for the Cities of Carmel-by-the-Sea, Del Rey Oaks, Marina, Pacific Grove, Sand City, Seaside and the Pebble Beach Community Services District.

GREEN WASTE RECOVERY OF SAN JOSE, CA

By _____

General Manager
Title

1-8-14
Date

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

By _____
Oscar De La Torre, Business Manager

01-07-14
Date

LABORERS' LOCAL 270

By _____

Title

Date

MRWMD Collection Services RFP Process
Summary of Most Significant Exceptions Taken by Waste Management

SECTION 2.1: Waste Management proposes to eliminate the Agency's sole option to extend the agreement and makes that option mutual. This significantly impairs the agency's ability to time their future contract transition on the agency's terms.
NOTE: Waste Management offered on December 13 to withdraw this request "provided that certain other exceptions raised by WM, or variations thereof, are negotiated into the final agreement".

Section 5.5: Waste Management proposes to eliminate the customer's ability to request a container replacement at the customer's discretion/need and limited the opportunity to one time per customer during the term of the agreement.

SECTIONS 5.8 and 10.5: Waste Management proposes to eliminate the administrative nature of managing performance standards under the agreement and subjects all administrative determinations to the legislative body and/or litigation.

SECTION 7.8: Waste Management proposes to limit the number of times that their billings (and resultant franchise fee payments to agencies) can be audited during the term of the agreement to two (from an unlimited number). They also propose to limit the reimbursement of the agency's cost (in the event they were found to have paid franchise fees incorrectly) to $10,000. They also increased the amount of the allowable errors from 1% of billings to 5% of billings.
NOTE: Waste Management offered on December 13 to withdraw this exception.

SECTION 8.3: Waste Management proposes to modify the standard of "failure to achieve reasonable profitability" with "increased operational costs" in the event of an extraordinary rate adjustment (typically resulting from a change in law or agency-requested change in service). This would allow Waste Management to increase rates to customers solely because their cost of service has increased, even if their revenues have increased by a greater amount.

SECTIONS 10.1(F) and 10.1(K): Waste Management proposes to exclude Force Majeure events from being an event of default and places no time restriction on how long they could go without providing service to customers before the contract could be found in default and terminated. The specific labor disruptions that WM added in the contract pertain to a "lock-out" by their management of their employees which would prevent their employees from providing service to customers. The TAC was willing to be flexible about labor-initiated work disruptions, but feels that a lock-out is totally within the control of the company's management and should not be an excuse for non-performance.
NOTE: Waste Management stated in their December 13 letter that they are "willing to be flexible on this language provided that performance will be excused in to a certain extent in the event of labor disruptions".

SECTION 10.1 (I): Waste Management proposed to delete the provision that would allow the agency to find them in default in the event that the company made false or misleading statements, including as an inducement to the award of the subject contract. This would allow the company to make false and misleading statements during the proposal process without any consequence.

SECTION 10.1 (L): Waste Management proposed to substantially eliminate the agencies right to find the agreement in default in the event of some criminal activity on the part of the contractor involving the contract. Their replacement remedy was to reassign the management employees responsible in the event of a narrowly defined set of criminal activities.

MRWMD Collection Services RFP Process
Summary of Most Significant Exceptions Taken by Waste Management

NOTE: Waste Management declined to modify their position on this in their December 13 letter indicating a concern that a non-managerial employee could participate in some criminal behavior that harms the company and the company could be found in default.

SECTION 10.1 (O): Waste management proposed to eliminate the provision that would allow the agency to find them in default for a failure to perform a material obligation of the agreement.
NOTE: Waste Management offered on December 13 to withdraw this exception.

SECTION 10.2: Waste Management proposed to eliminate the agency's ability to terminate the agreement for default in the event of repeated failures to perform the same obligation under the agreement during a two year period.
NOTE: Waste Management declined to modify their position on this in their December 13 letter indicating their concern that repeated failures on minor issues could result in termination.

SECTION 10.4: Waste Management proposes to limit the records that the agency can possess upon termination of the agreement to include only those that are reasonably necessary for continued collection services and specifically excludes access to computer system records. Since all such records would be kept in their computer systems, this exception essentially eliminates the effectiveness of the provision and thereby the agency's ability to secure information necessary to transition the service smoothly in the event of a termination.

SECTION 10.7: Waste Management proposes to be excused from performance for the first seven days of their own labor unrest and specifically adds **"lock-outs"** to the list of labor unrest conditions. The TAC was particularly concerned with this given Waste Management's recent and protracted lock-out of its employees in Alameda County that resulted in service disruptions to tens of thousands of residents and businesses in the East Bay. Added to that concern is the fact that the labor agreement will have to be negotiated within 18 months of the new contracts and a concern that they may be planning to utilize that tactic during those negotiations. Lock-outs are harmful to the public receiving the service as well as the work force that is attempting to bargain with the company and the TAC could not support a provision that would hold the company harmless in the event of a management-directed "lock-out".
NOTE: Waste Management declined to modify their position on this in their December 13 letter.

Section 12.2: Waste Management proposes to add a provision that would allow the contract to overrule local municipal codes in the event of a conflict between the contract and the municipal code, thereby significantly reducing the legislative power of the agency.

SECTION 13.5: Waste Management proposes to eliminate "non-material" from the definition of provisions that may be deemed invalid and unenforceable in the event of an adverse judicial interpretation regarding some unrelated portion of the agreement.
NOTE: Waste Management offered on December 13 to withdraw this exception.

EXHIBIT E: Waste Management proposes to make the agency's adoption of rate adjustments mandatory by June 1 of each year and eliminates the agency's ability to make a "good faith effort" towards such adoption.
NOTE: Waste Management stated in their December 13 letter that "if we can clarify in the agreement that WM will receive properly supported rate increases...then WM will withdraw its exception..."

RESOLUTION NO. SA2014-01

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER DEL REY OAKS REDEVELOPMENT AGENCY APPROVING A DUE DILIGENCE REVIEW OF UNOBLIGATED BALANCES OF THE NON-HOUSING AND HOUSING FUNDS OF THE FORMER REDEDVELOPMENT AGENCY CONDUCTED IN ACCORDANCE WITH HEALTH AND SAFETY CODE SECTIONS 34179.5 AND 34179.6(b)

WHEREAS, the Successor Agency to the former Del Rey Oaks Redevelopment Agency retained the services of Lavorato and Darling, Certified Public Accountants in accordance with Health and Safety Code Sections 34179.5 and 34179.6(b) to perform a Due Diligence Review of all Unobligated Balance of the Non-Housing and Housing Funds of the former Redevelopment Agency; and

WHEREAS, the Successor Agency to the former Del Rey Oaks Redevelopment Agency at a noticed public meeting reviewed and approved the Successor Agency to the former Del Rey Oaks Redevelopment Agency Due Diligence Review performed by Lavorato and Darling; and

WHEREAS, the Successor Agency to the former Del Rey Oaks Redevelopment Agency accepts the findings of the Due Diligence Review and furthermore requests the Due Diligence Review to be sent before the Oversight Board of the Successor Agency to the former Del Rey Oaks Redevelopment Agency for review.

****

I hereby certify that the foregoing was duly passed and adopted by the Successor Agency of the Former Del Rey Oaks Redevelopment Agency, Monterey County, State of California, at a regular meeting thereof held on January 28, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST: _____
Daniel Dawson, Successor Agency Executive Director

APPROVED AS TO LEGAL FORM:

_____
Christopher Callihan, Successor Agency Attorney

LAVORATO & DARLING, INC
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF AICPA DIVISION FOR CPA FIRMS - PRIVATE COMPANIES PRACTICE SECTION

Department of Finance
915 L. Street
Sacramento Ca. 95814

December 14, 2012

Dear Madam or Sir,

My client, The City of Del Rey Oaks, has requested that we prepare and present a Due Diligence Report for the dissolution of the City of Del Rey Oaks Redevelopment Agency. Enclosed please find a copy of the City of Del Rey Oaks Due Diligence report for your review.

If you have any questions, or are in need of any additional information, please do not hesitate to call.

Very Truly Yours,

Pamela Darling
Pamela E. Darling
Certified Public Accountant

246 CAPITOL STREET • SALINAS, CA 93901 • 831.422.9083 • FAX: 831.422.0717

City of Del Rey Oaks

Redevelopment Agency

Due Diligence Report

December 13, 2012

City of Del Rey Oaks – Redevelopment Agency
Due Diligence Report

Table of Contents

Section One	Summary of Balances Available For Allocation to Affected Taxing Entities
Section Two A	State Controller's office Asset Transfer Assessment Assembly Bill X1 26
Section Two B	Enforceable Obligation Schedule Pursuant to AB1X 26
Section Three	RDA Asset Transfer Review Exit Conference
Section Four	Financial Statements with Independent Auditor's Report
Section Five	Capital Assets Inventory Listing
Section Six	Quitclaim Deed
Section Seven	Redevelopment Agencies Financial Transaction Report (2011)
Section Eight	Notes

City of Del Rey Oaks

Redevelopment Agency

Due Diligence Report

Section One

Summary of Balances Available For Allocation to Affected Taxing Entities

SUMMARY OF BALANCES AVAILABLE FOR ALLOCATION TO AFFECTED TAXING ENTITIES

Total amount of assets held by the successor agency as of June 30, 2012 (procedure 5)	$	11,479,604
Add the amount of any assets transferred to the city or other parties for which an enforceable obligation with a third party requiring such transfer and obligating the use of the transferred assets did not exist (procedures 2 and 3)		
Less assets legally restricted for uses specified by debt covenants, grant restrictions, or restrictions imposed by other governments (procedure 6)		-
Less assets that are not cash or cash equivalents (e.g., physical assets) - (procedure 7)		(11,479,192)
Less balances that are legally restricted for the funding of an enforceable obligation (net of projected annual revenues available to fund those obligations) - (procedure 8		-
Less balances needed to satisfy ROPS for the 2012-13 fiscal year (procedure 9)		-
Less the amount of payments made on July 12, 2012 to the County Auditor-Controller as directed by the California Department of Finance		-
Amount to be remitted to county for disbursement to taxing entities	$	412

Note that separate computations are required for the Low and Moderate Income Housing Fund held by the Successor Agency and for all other funds held by the Successor Agency.

NOTES: For each line shown above, an exhibit should be attached showing the composition of the summarized amount.

If the review finds that there are insufficient funds available to provide the full amount due, the cause of the insufficiency should be demonstrated in a separate schedule.

	Redevelopment Agency 12 Months Ended 6/30/2010	Redevelopment Agency 12 Months Ended 6/30/2011	Redevelopment Agency 7 Months Ended 1/31/2012	Successor Agency 5 Months Ended 6/30/2012
Assets (modified accrual basis)				
	$ -	$ -	$ -	$ -
Cash & Investments	50,701	412	412	412
Restricted Cash	24,659	-	-	-
Interest Receivable	29	-	-	-
Receivables from Developer	1,001,646	1,077,742	107,742	107,742
Capital Assets (Non Depreciable)	11,330,200	11,330,200	11,330,200	11,330,200
Capital Assets (Net of Depreciation	45,000	41,250	41,250	41,250
		-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
Total Assets	$ 12,452,235	$ 12,449,604	$ 11,479,604	$ 11,479,604
Liabilities (modified accrual basis)				
Accounts Payable	$ 28,405	$ 102,049	$ 102,049	$ 102,049
Due to City	530,245	539,683	59,334	59,334
Deposit				
Deposit from Developer	50,000	50,000	50,000	50,000
Due from Developer		60,220		
Deferred Revenue Developer	899,709	1,155,732	1,155,732	1,155,732
Long-Term Liabilities	908,786	951,259	1,431,607	1,431,607
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
Total Liabilities	$ 2,417,145	$ 2,858,943	$ 2,798,723	$ 2,798,722
	-	-	-	-
Equity	10,035,090	9,590,661	7,249,274	7,249,274
Total Liabilities + Equity	$ 12,452,235	$ 12,449,604	$ 11,479,604	$ 11,479,603
Total Revenues:	$ 638,514	$ -	$ -	$ -
Total Expenditures:	$ 638,529	$ 446,663	$ -	$ -
Total Transfers:	$ -	$ -	$ -	$ -
Net change in equity	$ 638,514	$ (446,663)	$ -	$ -
Beginning Equity:	$ 10,673,604	$ 10,035,090	$ 9,590,661	$ 9,590,661
Prior Period Adjustment		$ 2,234		
Ending Equity:	$ 10,035,090	$ 9,590,661	$ 9,590,661	$ 9,590,661

Other Information (show year end balances for all four periods presented):				
Capital assets as of end of year	$ 11,375,200.00	$ 11,371,450.00	$ 11,371,450.00	$ 11,371,450.00
Long-term debt as of end of year	$ 908,786.00	$ 951,259.00	$ 1,431,607.00	$ 1,431,607.00

City of Del Rey Oaks

Redevelopment Agency

Due Diligence Report

Section Two A

State Controller's Office Asset Transfers Assessment
Assembly Bill X1 26

STATE CONTROLLER'S OFFICE
ASSET TRANSFER ASSESSMENT
ASSEMBLY BILL X1 26

FORMER REDEVELOPMENT AGENCY NAME: Del Rey Oaks Redevelopment Agency
11-DIGIT ID #: 13982724600
SUCCESSOR AGENCY: City of Del Rey Oaks
DATE PREPARED: 5/9/2012
CONTACT NAME: Daniel Dawson
PHONE: 831-394-8511
TITLE: City Manager
E-MAIL ADDRESS: citymanager@delreyoaks.org

A	B		C		D		E
	Carrying Value as of		If the assessment was transferred to a city, county, or other public agency between January 1, 2011, and January 31, 2012 (exclude housing assets), complete the following.		Was the asset contractually committed or encumbered to a third party after June 28, 2011?		Was the transfer reversed?
Asset Description	December 31, 2010	January 31, 2012	Transfer Date	Public Agency	Yes / No	If yes, list date	Yes / No
Approx. 360 acre parcel on former Ft. Ord	$11,330,200	$11,330,200	1/31/2012	City of Del Rey Oaks	No		No

City of Del Rey Oaks

Redevelopment Agency

Due Diligence Report

Section Two B

Enforceable Obligation Schedule
Pursuant to AB1X 26

RESOLUTION NO. 2011-03 (N.C.S.)

A RESOLUTION OF THE DEL REY OAKS REDEVELOPMENT AGENCY APPROVING AND ADOPTING AN ENFORCEABLE OBLIGATION SCHEDULE PURSUANT TO AB1X 26

WHEREAS, pursuant to the California 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; and

WHEREAS, 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; and

WHEREAS, ABX1 26 (the "Dissolution Act") became effective on June 29, 2011, and among other requirements the Dissolution Act requires the Agency to adopt an Enforceable Obligation Payment Schedule (the "EOPS") within sixty (60) days after June 29, 2011; and

WHEREAS, the EOPS is to list certain information about the enforceable debts and obligations of the Agency and the adoption of the EOPS would allow the Agency to make payments on the debts and obligations listed on the EOPS; and

WHEREAS, the Agency and City staff have reviewed the status of the Agency and have determined that the Agency currently has no enforceable debts or obligations as defined in the Dissolution Act, and have prepared the EOPS attached hereto as "Exhibit A" to reflect the fact that the Agency currently has no enforceable debts or obligations.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Del Rey Oaks that the above recitals are true and correct and are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that the Agency hereby approves and adopted the Enforceable Obligation Payment Schedule which is attached hereto as "Exhibit A"; and

BE IT FURTHER RESOLVED, that the City Manager of the City is hereby authorized as the Agency's designated representative to whom all questions related to the Enforceable Obligation Payment Schedule; and

BE IT FURTHER RESOLVED, that the City Manager of the City is hereby authorized and directed

1. to post the Enforceable Obligation Payment Schedule on the City's website;

2. to notify by mail or electronic means the County Auditor-Controller, the Department of Finance, and the State Controller of the Agency's action to adopt the Enforceable Obligation Payment

Schedule and to provide those persons with the internet website location of the posted schedule and of the contact information for the Agency's designated contact; and

3. to take such other actions and to execute such other documents as are appropriate to effectuate the intent of this Resolution.

BE IT FURTHER RESOLVED, that nothing contained herein shall prohibit the Authority from making other lawful payments which do not appear on the attached Enforceable Obligation Payment Schedule.

The above and foregoing resolution was duly and regularly passed and adopted at a meeting by the Redevelopment Agency of the City of Del Rey Oaks on the 23rd day of August 2011, by the following vote:

AYES: AGENCY MEMBERS: Zuccaro, Cecilio, Allion and Agency Chair Edelen

NOES:

ABSENT: Agency Member Clark

ABSTAIN:

APPROVED:

Jerry B. Edelen, Agency Chairperson

ATTEST:

Daniel Dawson, Agency Secretary

EXHIBIT A

Name of Redevelopment Agency: Redevelopment Agency of the City of Del Rey Oaks
Project Area(s): Del Rey Oaks Redevelopment Project

ENFORCEABLE OBLIGATION PAYMENT SCHEDULE
Per AB 26—Section 34167 and 34169 (*)

	Project Name/Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by Month					
						Aug**	Sept	Oct	Nov	Dec	Total
1)	None	None	None	None	None	$0	$0	$0	$0	$0	$0
2)											
3)											
4)											
5)											
6)											
7)											
8)											
9)											
10)											
11)											
12)											
13)											
14)											
15)											
16)											
17)											
18)											
19)											
20)											
21)											
22)											
23)											
Totals – This Page				$0	$0	$0	$0	$0	$0	$0	$0
Totals – Other Obligations				$0	$0	$0	$0	$0	$0	$0	$0
Grand Total – All Pages				$0	$0	$0	$0	$0	$0	$0	$0

* This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than August. It is valid through 12/31/11. It is the basis for the Preliminary Draft Recognized Obligation Payment Schedule (ROPS), which must be prepared by the dissolving Agency by 9/30/11. (The draft ROPS must be prepared by the Successor Agency by 11/30/11.) If an agency adopted a continuation ordinance per ABX1 27, this EOPS will not be valid and there is no need to prepare a ROPS.

** Include only payments to be made after the adoption of the EOPS.

EXHIBIT A

Name of Redevelopment Agency: Redevelopment Agency of the City of Del Rey Oaks
Project Area(s): Del Rey Oaks Redevelopment Project

OTHER OBLIGATION PAYMENT SCHEDULE
Per AB 26—Section 34167 and 34169 (*)

	Project Name/Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by Month					
						Aug**	Sept	Oct	Nov	Dec	Total
1)	None	None	None	None	None	$0	$0	$0	$0	$0	$0
2)											
3)											
4)											
5)											
6)											
7)											
8)											
9)											
10)											
11)											
12)											
13)											
14)											
15)											
16)											
17)											
18)											
19)											
20)											
21)											
22)											
23)											
Totals – Other Obligations				$0	$0	$0	$0	$0	$0	$0	$0

* This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than August. It is valid through 12/31/11. It is the basis for the Preliminary Draft Recognized Obligation Payment Schedule (ROPS), which must be prepared by the dissolving Agency by 9/30/11. (The draft ROPS must be prepared by the Successor Agency by 11/30/11.) If an agency adopted a continuation ordinance per ABX1 27, this EOPS will not be valid and there is no need to prepare a ROPS.

** Include only payments to be made after the adoption of the EOPS.

City of Del Rey Oaks

Redevelopment Agency

Due Diligence Report

Section Three

RDA Asset Transfer Review Exit Conference

January 1, 2011 through January 31. 2012

S13-RDA-921

AGENCY: CITY OF DEL REY OAKS
RDA ASSET TRANSFER REVIEW
EXIT CONFERENCE
JANUARY 1, 2011 THROUGH JANUARY 31, 2012
S13-RDA-921

W/P NO.
PREPARED BY: KL, EP
DATE: NOV. 8, 2012

OBJECTIVE: The objective of the review was to determine the community's legislative body and the dissolved redevelopment agency's compliance with Assembly Bill X1 26 regarding the disposition of the former redevelopment agency's assets.

Health and Safety Code section 34167.5 states, in part:

> Commencing on the effective date of the act adding this part, the Controller shall review the activities of redevelopment agencies in the state to determine whether an asset transfer has occurred after January 1, 2011, between the city or county, or city and county that created a redevelopment agency or any other public agency, and the redevelopment agency. If such an asset transfer did occur during that period and the government agency that received the assets is not contractually committed to a third party for the expenditure or encumbrance of those assets, to the extent not prohibited by state and federal law, the Controller shall order the available assets to be returned to the redevelopment agency or, on or after October 1, 2011, to the successor agency, if a successor agency is established pursuant to Part 1.85 (commencing with Section 34170). Upon receiving such an order from the Controller, an affected local agency shall, as soon as practicable, reverse the transfer and return the applicable assets to the redevelopment agency or, on or after October 1, 2011, to the successor agency, if a successor agency is established pursuant to Part 1.85 (commencing with Section 34170).

SCOPE: The scope of the review generally covered the period January 1, 2011, through January 31, 2012. We reviewed plans, minutes, agreements, loans, and other documents, etc. outside this time period to help us ascertain the validity of any asset transfers.

FINDINGS:

- The Fort Ord property, APN# 031-191-011 was transferred on 1/31/2011 to the City of Del Rey Oaks. The deed of this property will need to be transferred to the Del Rey Oaks Successor Agency.

ACKNOWLEDGEMENT OF DISCUSSION

The above items were discussed and are understood. Signing **does not** indicate concurrence.

SUCCESSOR AGENCY REPRESENTATIVE

11/8/12
DATE

City of Del Rey Oaks

Redevelopment Agency

Due Diligence Report

Section Four

Financial Statements
With
Independent Auditor's Report
Year Ended June 30, 2011

CITY OF DEL REY OAKS, CALIFORNIA

REDEVELOPMENT AGENCY OF THE CITY OF DEL REY OAKS

FINANCIAL STATEMENTS

with

INDEPENDENT AUDITOR'S REPORT

YEAR ENDED JUNE 30, 2011

REDEVELOPMENT AGENCY OF THE CITY OF DEL REY OAKS

(A Component Unit of the City of Del Rey Oaks, California)

Table of Contents

	Page
Independent Auditors' Report	1
Financial Statements:	
Government-Wide Financial Statements	
Statement of Net Assets	2
Statement of Activities	3
Fund Financial Statements	
Balance Sheet	4
Reconciliation of Governmental Fund Balances to the Goverment-Wide Statement of Net Assets	5
Statement of Revenues, Expenditures, and Changes in Fund Balances	6
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Fund to the Government-Wide Statements of Activities	7
Notes to the Financial Statements	8-15
Other Reports and Schedules	
Report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards	16-17
Schedules of Findings	18-19

INDEPENDENT AUDITORS' REPORT

Honorable Mayor
and Members of the City Council
of the Redevelopment Agency of the City of Del Rey Oaks
Del Rey Oaks, California

We have audited the accompanying financial statements of the governmental activities, the aggregate discretely presented component units and major fund of the Redevelopment Agency of the City of Del Rey Oaks, (the Agency), a component unit of the City of Del Rey Oaks, California as of and for the year ended June 30, 2011, which collectively comprise the Agency's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the Agency's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the State Controller. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund of the Redevelopment Agency of the City of Del Rey Oaks, California, as of June 30, 2011, and the respective changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Management has omitted the management's discussion and analysis comparison schedule that accounting principles generally accepted in the United States of America require to be presented as a supplement to the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Lavorato & Darling, Inc.
Certified Public Accountants
Salinas, California 93901

Date: 2-17-2012

REDEVELOPMENT AGENCY OF THE CITY OF DEL REY OAKS
(A Component Unit of the City of Del Rey Oaks, California)
GOVERNMENT-WIDE FINANCIAL STATEMENTS
STATEMENT OF NET ASSETS
JUNE 30, 2011

See Independent Auditors' Report

	Governmental Activities
ASSETS	
Current assets:	
Cash and investments	$ 412
Total Current Assets:	412
Noncurrent assets:	
Receivable from developer	1,077,742
Capital assets not being depreciated	11,330,200
Capital assets, net of depreciation	41,250
	12,449,192
	$ 12,449,604
LIABILITIES & NET ASSETS	
Current liabilities:	
Accounts payable	$ 102,049
Deposit	539,683
Total Current Liabilities:	641,732
Noncurrent liabilities:	
Deposits from developer	50,000
Due from Developer	60,220
Deferred revenue, developer	1,155,732
Long-term liabilities	951,259
	2,217,211
NET ASSETS	
Invested in capital assets	11,378,950
Unreserved (deficit)	(1,788,289)
Total Net Assets	9,590,661
	$ 12,449,604

The accompanying notes are an integral part of these financial statements.

REDEVELOPMENT AGENCY OF THE CITY OF DEL REY OAKS
(A Component Unit of the City of Del Rey Oaks, California)
GOVERNMENT-WIDE FINANCIAL STATEMENTS
STATEMENT OF NET ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2011

See Independent Auditors' Report

	Operating Expense	Program Revenue	Net (Expenses) Revenues
FUNCTIONS/PROGRAMS			
Governmental activities:			
Community Development	$ 118,989	$ -	$ (118,989)
Interest on long-term liabilities	313,857	-	(313,857)
Pollution and liability insurance	13,817	-	(13,817)
Total governmental activities	$ 446,663	$ -	$ (446,663)
CHANGE IN NET ASSETS			(446,663)
NET ASSETS, BEGINNING OF YEAR			10,035,090
Prior period adjustments			2,234
NET ASSETS END OF YEAR			$ 9,590,661

The accompanying notes are an integral part of these financial statements.

REDEVELOPMENT AGENCY OF THE CITY OF DEL REY OAKS
(A Component Unit of the City of Del Rey Oaks, California)
GOVERNMENTAL FUND
BALANCE SHEET
JUNE 30, 2011

See Independent Auditors' Report

	Capital Projects Fund
ASSETS	
Cash and investments	412
Total assets	$ 412
LIABILITIES AND FUND BALANCE (DEFICIT)	
LIABILITIES	
Accounts payable	102,049
Due to City	539,683
Total liabilities	641,732
FUND BALANCE (DEFICIT)	
Unreserved	(641,320)
Total fund balance (deficit)	(641,320)
Total liabilities and fund balance (deficit)	**$ 412**

The accompanying notes are an integral part of these financial statements.

REDEVELOPMENT AGENCY OF THE CITY OF DEL REY OAKS
(A Component Unit of the City of Del Rey Oaks, California)
RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET
TO THE GOVERNMENT - WIDE STATEMENT OF NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2011

See Independent Auditors' Report

Total Fund Balances - Total Governmental Funds (page 4)	$	(641,320)
Reconciliation from Statement of Net Assets:		
RECEIVABLES		
Amounts due from developer are not available to pay for current period expenditure and, therefore, are not reported in the Governmental Funds fund balance		
Receivable from developer		1,077,742
CAPITAL ASSETS		
Capital assets used in governmental funds are not current financial resources and, therefore, are not reported in the Governmental Funds		
Capital assets not being depreciated		11,330,200
Capital assets, net of depreciation		41,250
LONG-TERM LIABILITIES		
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the Governmental Funds Balance Sheet		
Deposits from developer		(50,000)
Due from developer		(60,220)
Deferred revenue, developer		(1,155,732)
Long-term liabilities		(951,259)
NET ASSETS	$	9,590,661

The accompanying notes are an integral part of these financial statements.

REDEVELOPMENT AGENCY OF THE CITY OF DEL REY OAKS
(A Component Unit of the City of Del Rey Oaks, California)
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE (DEFICIT) - GOVERNMENTAL FUND
FOR THE YEAR ENDED JUNE 30, 2011

See Independent Auditors' Report

	Capital Projects
EXPENDITURES:	
Current:	
Community development	118,989
Interest and fiscal charges	15,361
Pollution & liability insurance	13,817
Total expenditures	148,167
NET CHANGE IN FUND BALANCE (DEFICIT)	(148,167)
Prior Period Adjustment	(9,892)
FUND BALANCE, BEGINNING OF YEAR	(483,261)
FUND BALANCE (DEFICIT), END OF YEAR	$ (641,320)

The accompanying notes are an integral part of these financial statements.

REDEVELOPMENT AGENCY OF THE CITY OF DEL REY OAKS
(A Component Unit of the City of Del Rey Oaks, California)
RECONCILIATION OF THE GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE (DEFICIT) TO THE GOVERNMENT-WIDE STATEMENTS OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2011

See Independent Auditors' Report

NET CHANGE IN FUND BALANCE (page 6)	$	(148,167)
Reconciliation from the Statement of Activities are different because:		
Interest expense on long-term debt is reported in the Government-Wide Statement of Activities but does not require the use of current financial resources. Therefore, this interest expense is not recorded as an expenditure in Governmental Funds. The following amount represents net (increase)/decrease in accrued interest payable.		
Accrued interest on Federal/JER Associates I		(42,473)
Accrued interest on Pollution Insurance		(256,023)
CHANGE IN NET ASSETS (page 3)	$	(446,663)

The accompanying notes are an integral part of these financial statements.

NOTE 1 Financial Reporting Entity and Summary of Significant Accounting Policies

The basic financial statements of the Redevelopment Agency of the City of Del Rey Oaks (Agency) are in conformity with generally accepted accounting principles as applied to governmental units. The Governmental Accounting Standards Board is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant policies of the Agency are described below.

Reporting Entity

The Redevelopment Agency of the City of Del Rey Oaks was established on January 26, 1999 by the City of Del Rey Oaks pursuant to the Community Redevelopment Law of California (Health and Safety Code Section 33000 et. seq.). The Agency, which is a component unit of the City, was established to carry out various redevelopment projects within the City.

The Agency is an integral part of the City and, accordingly, financial statements are a component unit of the basic financial statements of the City. A component unit is a separate governmental unit, agency or nonprofit corporation which, when combined with all other component units, constitutes the reporting entity as defined in the City's basic financial statements. The Agency is governed by a board consisting of the City's Council members, and although it is legally separate from the City, it is considered to be a component unit because of the significance of its operational and financial relationship with the City.

Basis of Presentation and Accounting

The basic financial statements include both government-wide and fund financial statements.

Government-Wide Statements

The government - wide financial statements include the statement of net assets and the statement of net activities and report information on all of the activities of the Agency.

The Statement of Net Assets presents the Agency's assets and liabilities, with the difference reported as net assets. Net assets are reported in three categories:

* *Invested in capital assets, net of related debt* consists of capital assets, net of accumulated depreciation and reduced by outstanding balances for bonds, notes and other debt attributable to the acquisition, construction, or improvement of those assets.
* *Restricted fund balances* result when constraints placed on net assets use are either externally imposed or imposed by law through constitutional provisions or enabling legislation. The Agency has no restricted net assets.
* *Unrestricted fund balance* consist of net assets that are not subject to donor imposed stipulations. Unrestricted net assets often have constraints on resources imposed by management which can be removed or modified.

NOTE 1 Financial Reporting Entity and Summary of Significant Accounting Policies - Continued

Fund Financial Statements

In the governmental fund financial statements, reserves and designations segregate portions of fund balances. Restrictions of fund balances are for amounts that are not available or are legally restricted by outside parties for use for a specific purpose.

As a result, the Agency has no restricted assets at June 30, 2011.

Separate fund based financial statements are provided for governmental funds. The Agency has no proprietary or fiduciary funds. Major individual governmental funds are reported separately in the fund financial statements. Any nonmajor funds are combined in the fund financial statements. The Agency has no nonmajor funds.

Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Agency considers revenue to be available if they are collected within 60 days of the end of the current fiscal period. Grant revenues availability period is generally considered to be one year. Expenditures generally are recorded when a liability is incurred. However, debt service, expenditures, and claims and judgments, are recognized in governmental funds. Proceeds of general long-term debt are reported as other financing sources.

Charges for services, contributions and miscellaneous revenues are recorded as revenues when received in cash as the resulting receivable is immaterial.

The Agency reports the following major governmental fund:

Capital Projects Fund accounts for financial resources to be used for administrative expenditures related to redevelopment projects and for the acquisition or construction of major capital facilities and infrastructure improvements.

Cash, Cash Equivalents and Investments

The Agency considers highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents. Investments consist of deposits with the Local Agency Investment Fund and are accounted for at fair market value.

NOTE 1 Financial Reporting Entity and Summary of Significant Accounting Policies - Continued

Receivables

The Agency utilizes the allowance method with respect to doubtful accounts. The allowance at June 30, 2011 was zero.

Capital Assets

Property, facilities, equipment and infrastructure purchased or acquired is carried at historical cost. Contributed fixed assets are recorded at estimated fair market value at the time received. Capital assets are defined by the Agency as assets with an initial cost of more that $5,000 for equipment, $25,000 for facilities and improvements, $150,000 for infrastructure and all land and an estimated useful life in excess of one year.

Property, facilities, equipment and infrastructure of the Agency are depreciated using the straight-line method over a useful life of 20 years.

Deferred Revenue - Developer

Deferred revenue is recorded for assets recognized in connection with a transaction before the earnings process is completed. Due to the option agreement default, the deferred revenue is a contra account to the receivable from the developer.

Long-Term Liabilities

In the government-wide financial statements, long-term liabilities and other long-term obligations are reported as liabilities in the applicable governmental activities.

Personnel

The Agency has no employees. All personnel services are provided by the City of Del Rey Oaks and reimbursed by the Agency.

Compensated Absences

The Agency does not record a liability for accrued annual leave, vacation and sick leave benefits for personnel services, since this is a liability of the City of Del Rey Oaks.

Use of Restricted Resources

When both restricted and unrestricted resources are available for use, it is the Agency's policy to use restricted resources first, then unrestricted resources as they are needed.

Taxes and Assessments

The Agency has the authority to levy tax, but receives tax increment directly from the County of Monterey. Tax increment is the additional property tax created in a redevelopment project area, which exceeds the base year (year of plan adoption) value due to improvements and reassessments. Property tax revenue is recognized when measurable and collectible. The Agency has not realized taxable improvements or reassessments within the project area and therefore, has not generated any tax increment from its activities.

NOTE 1 Financial Reporting Entity and Summary of Significant Accounting Policies - Continued

Inter-fund Transactions

Interfund loans on the Governmental Funds Balance Sheet include loans from the City to finance projects whose related revenues occur subsequent to the expenditures. Interfund loans will be repaid as cash flow permits.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 2 Cash and Investments

Cash and investments as of June 30, 2011 are comprised of the following:

Investment in Local Agency Investment Fund	$ 412
Total cash and investments	$ 412

Investments

The Agency's investments consist of the State Treasurer's Local Agency Investment Fund. All investments are recorded at fair market value. The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law. The market of the pledged securities in the collateral pool must equal 100% of the total amount deposited by the public agencies. The investment of state pooled funds is governed by state law, by policies adopted by the Pooled Money Investment Board and by accepted ranges of interest bearing securities, such as Treasury Notes, prime commercial paper, certain California municipal and agency obligations, highly rated corporate bonds, obligations or such agencies as Fannie Mae, and negotiable certificates of deposit. Also allowed are time deposits in California banks, savings and loans, and credit unions that have not less than a satisfactory Community Reinvestment Act rating. The value of each participating dollar equals the fair value divided by the amortization costs. The Agency's fair value of the position in the pool is the same as the value of the pool shares.

Interest Rate and Credit Risk

Interest rate risk is the risk of loss due to the fair value of an investment falling due to interest rates rising. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. Information about the sensitivity of the fair values of the Agency's investments to market interest rate fluctuations is provided by the following table that reflects the maturity date of each investment:

Note 2 Cash and Investments - Continued

		Investment Maturities		
Investment Type	Fair Value	0-6 months	6-12 months	1-5 years
State of California Local Agency Investment Fund	$ 412	$ 412	$ 0	$ 0

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. It is the Agency's policy to purchase investments with the minimum ratings required by the California Government Code. The Local Agency Investment Fund is not rated.

Concentration of Credit Risk

The Agency's investment policy does not include limitations on amounts that can be invested in any one issuer. A majority of the Agency's funds are invested in LAIF.

Custodial Credit Risk

Custodial credit risk generally applies only to direct investments in marketable securities and not to indirect investments in securities through the use of mutual funds or governmental investment pools, such as LAIF.

Note 3 Restricted Cash

As of June 30, 2011, there was no restricted cash held by the Agency.

Note 4 Receivable from Developer

In July 2003, the City/Agency entered into an Agreement to Negotiate Exclusively with Federal/JER Associates I, LLC for the development of the Agency's owned land. As part of that agreement, the developer agreed to deposit funds to reimburse the City/Agency for all legal and consulting fees, and staff overhead costs incurred as part of the negotiation process. In February 2007, the Agency entered into agreements with the developer to deposit funds for the Agency for the costs of environmental and permit approval consulting services. The agreements were amended to revise time schedules, repayment and loan provisions. In February 2009, the Agency notified the developer of default. Due to the default and economic conditions, the Agency may not be able to collect the loan receivable of $1,077,742 due from the developer, of which $1,077,742 is included as deferred revenue as stated in the government-wide statement of net assets. The Agency is currently in a lawsuit with Federal/JER Associates I, LLC.

Note 5 Capital Assets

Capital assets activity for the year ended June 30, 2011 is as follows:

	Beginning	Additions	Ending Balance
Non-depreciable assets			
Land	$ 11,330,200	-	$ 11,330,200
Depreciable assets			
Well	75,000	-	$ 75,000
Less accumulated depreciatio	(30,000)	(3,750)	$ (33,750)
Depreciable assets, net	45,000	(3,750)	$ 41,250
Total capital assets, net	$ 11,375,200	$ (3,750)	$ 11,371,450

Depreciation expense was charged to functions/programs of the primary government as follows:

The non-depreciable asset consists of one donated parcel of raw land consisting of approximately 324 acres within the former Fort Ord Army Base. Valuation used when received in 2005 was $75,000/acre based upon an informal estimate of comparable values of raw land. Since that time, land values of similar parcels declined to an estimated value between $25,000 - $50,000/acre based upon a professional opinion of a California licensed real estate broker. As a result, the Agency board approved to mark down to market value the per acre value of the land to $35,000/acre as of June 30, 2009.

Note 6 Due to City

The Agency received loans from the City to pay expenditures in furtherance of the redevelopment program. The advances accrue interest based on the Local Agency Investment Fund rate at June 30 of the applicable fiscal year the funds were advanced, ranging from 1.44% to 6.18%. The Agency intends to repay the City in future years with tax increment revenue, when the land within the Redevelopment Agency project area is developed. At June 30, 2011, the combined principal and interest balance due to the City was $539,683.

Note 7 Long-term Liabilities

Long-term Payables

Long-term payable include $539,683 advanced by creditor consultants to finance planning costs incurred with the formation of the Agency. The consultants agree to defer payment for their fees until such time as the Agency received payment for sale of Agency-owned property or receipt of tax increment revenue.

Long-term Payables - Developer Agreement

The Agency has incurred expenses for the fiscal year ended June 30, 2011. They have incurred them under the assumption that a new developer will pay those bills once they receive the contract to proceed with the Ford Ord project. The current balance is $60,220.

Note 7 Long-term Liabilities - Continued

Note Payable - Federal/JER Associates I, LLC

The Agency and Federal/JER Associates I, LLC entered into a promissory note on March 3, 2006 in the amount of $350,000. The note bears interest at the rate of 5% per annum, compounded annually, until the entire outstanding amount is repaid in full or forgiven in accordance with the terms of the note. The note is to be paid back in future years with available tax increment revenue.

The Agency and Federal/JER Associates I, LLC entered into a promissory note on May 31, 2007 in the amount of $358,669. The note bears interest at the rate of 5% per annum, compounded annually, until the entire outstanding amount is repaid in full or forgiven in accordance with the terms of the note. The note is to be paid back in future years with available tax increment revenue.

The loans were part of an option agreement to sell the land the Agency received on the former Ford Ord Army Base to Federal/JER Associates I, LLC.

The balance of the notes payable to Federal/JER Associates I as of June 30, 2011 is $891,925 and includes $42,473 in current year accrued interest. In February 2009, the developer defaulted on the option agreement terms. Due to the option agreement default, the Agency may not be liable to repay the developer. Consequently a future debt repayment schedule cannot be determined.

Long-term liabilities balance and transactions for the year ended June 30, 2011 are as follows:

	Balance June 30, 2010	Additions	Balance June 30, 2011
Long-term liabilities			
Long-term payables	$ 59,334	$ -	$ 59,334
L/T-Developer Agreement	60,220	-	60,220
Federal/JER Associates	849,452	42,473	891,925
Total	$ 969,006	$ 42,473	$ 1,011,479

Note 8 Fund Balance Deficit

The Capital Projects fund had a fund balance deficit of $586,049 at June 30, 2011. The deficit is expected to be eliminated from future tax increment revenues.

Note 9 Commitments

Plan Implementation

The Agency is committed to implementation of the Redevelopment Plan. On March 23, 2010, the Agency reviewed the Plan and approved a Five Year Implementation Plan for the fiscal years 2009/10 through 2011/12.

Note 9 Commitments - Continued

Commitment to Other Agencies

In 2005, the Fort Ord Reuse Authority financed the purchase of Pollution Legal Liability insurance at a cost of $6 million on behalf of local jurisdictions who will receive a portion of the former Fort Ord Army Base property. The City of Del Rey Oaks' and the Agency's share of the annual loan repayments are $256,023 commencing on July 15, 2005 and ending July 1, 2011.

Federal/JER Associates I, LLC agreed to take over the repayment obligation of the Agency to FORA beginning July 15, 2008. The developer did not make the July 15, 2008 and July 15, 2009 payments and is in default of the agreement. The Agency made both payments.

The Agency entered into an agreement with FORA to make monthly payment of $21,858 for the repayment of the Pollution Legal Liability insurance. However, no payments were made for fiscal year ended June 30, 2011.

Note 10 Related Party Disclosures

The City of Del Rey Oaks provided personnel, administrative and financial services for the Agency. The Agency incurred $5,187 in service costs for the year ended June 30, 2011.

Note 11 Contingent Liabilities

The Agency is subject to litigation arising from the normal course of business. Federal Del Rey Associates and Federal/JER Associates have filed a cross-complaint against the Agency, as described in Note 4 - Receivable from Developer. The Agency will continue to incur legal expenses. Future legal costs at this point cannot be determined. According to the Agency's attorneys, discovery in the case has not been completed and it is currently not possible to estimate a potential loss.

Note 12 Subsequent Events

Effective January 2012 the State of California dissolved all Redevelopment agencies. The City of Del Rey Oaks passed a resolution March 22, 2011 allowing the Agency to transfer title of the property held to the City. On January 24, 2012, the City was appointed the successor trustee of the Agency and all assets were transfered. As of January 31, 2012, the deeds were notarized.

OTHER REPORTS AND SCHEDULE OF FINDINGS

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the City Council
Redevelopment Agency of the City of Del Rey Oaks (the Agency)
Del Rey Oaks, California

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Redevelopment Agency of the City of Del Rey Oaks, California as of and for the year ended June 30, 2011, have issued our report thereon dated February 20, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*,[1] issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Agency's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with

those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of the Agency's. In a separate letter dated February 17, 2012.

This report is intended solely for the information and use of management, City Council, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Lavorato & Darling, Inc.
Certified Public Accountants
Salinas, California 93901

REDEVELOPMENT AGENCY OF THE CITY OF DEL REY OAKS
(A Component Unit of the City of Del Rey Oaks, California)
SCHEDULE OF FINDINGS
FOR THE YEAR ENDED JUNE 30, 2011

Current Year

Repeat finding number 10-01 - Annual Reports Submission

Prior Year

Finding 10-01 - Annual Reports Submission

The Agency did not file Annual Reports timely leading them to be out of compliance with California Health & Safety Code Section 33080.1

Status of prior year finding: see below

a. Independent auditor's report on financial statements - repeat finding

b. Independent auditor's report on compliance - repeat finding

c. Annual Report of Financial Transactions of Community Redevelopment Agencies, Health & Safety Code Section 33080.5 - implemented

Finding 10-02 - Annual Report Preparation and Submission

The Redevelopment Agency did not file Annual Reports timely leading them to be out of compliance with the California Health and Safety Code Section 33080.1

Status of prior year finding: implemented

a. Housing activities report, Health & Safety Code Section 33080.4 and Section 33080.7

b. Blight progress report, Health & Safety Code Section 33080.4

c. Property Report, Health & Safety Code Section 33080.4

Finding 10-03 & 10-04 - Five-Year Implementation Plan Preparation

Status of prior year finding: implemented

a. The Agency had not prepared a new five-year Implementation Plan for the period March 26, 2008 through March 25, 2013.

Finding 10-05 - Adoption of Annual Budget Preparation

Status of prior year findings: implemented

a. The Agency did not adopt a budget for fiscal years ending 2008-09 and 2009-10.

City of Del Rey Oaks

Redevelopment Agency

Due Diligence Report

Section Five

Capital Asset Inventory Listing

Book Asset Detail 7/01/11 - 6/30/12

FYE: 6/30/2012

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: FURNITURE & EQUIPMENT												
12		BACHHOE (MAINT YARD)	9/01/89	6,302.00	0.00	0.00	6,302.00	0.00	6,302.00	0.00	S/L	10.0
13		2 ITT F6010B L.E. POCKET SCOI	8/07/96	5,678.00	0.00	0.00	5,678.00	0.00	5,678.00	0.00	S/L	5.0
14		TRACTOR	9/24/97	7,636.00	0.00	0.00	7,636.00	0.00	7,636.00	0.00	S/L	10.0
15		2 CUSTOM SIGNALS VIDEO CA	8/25/00	10,729.00	0.00	0.00	10,729.00	0.00	10,729.00	0.00	S/L	10.0
16		LUCENT TECH TELEPHONE SY	10/01/00	9,235.00	0.00	0.00	9,235.00	0.00	9,235.00	0.00	S/L	5.0
17		UNIT 68 EQUIPMENT	10/02/00	10,249.00	0.00	0.00	10,249.00	0.00	10,249.00	0.00	S/L	5.0
18		NH TC40 TRACTOR (MAINT YA	3/26/02	18,018.00	0.00	0.00	16,666.80	1,351.20	18,018.00	0.00	S/L	10.0
19		BANDIT MODEL 200 CHIPPER (	10/31/02	20,378.00	0.00	0.00	17,660.80	2,037.80	19,698.60	679.40	S/L	10.0
20		SIMRAD RIFLE SCOPE	2/01/04	9,000.00	0.00	0.00	9,000.00	0.00	9,000.00	0.00	S/L	5.0
21		POLICE TACTICAL ROBOT	10/03/06	6,970.00	0.00	0.00	6,622.00	348.00	6,970.00	0.00	S/L	5.0
22		PD UNIT EQUIPMENT	7/17/07	10,594.00	0.00	0.00	5,296.25	1,324.25	6,620.50	3,973.50	S/L	8.0
23		PARK PLAYGROUND EQUIPME	3/14/08	35,000.00	0.00	0.00	23,333.00	7,000.00	30,333.00	4,667.00	S/L	5.0
24		CHIEF VEHICLE EQUIPMENT	6/09/10	10,513.00	0.00	0.00	1,971.13	1,314.13	3,285.26	7,227.74	S/L	8.0
		FURNITURE & EQUIPMENT		160,302.00	0.00c	0.00	130,378.98	13,375.38	143,754.36	16,547.64		
Group: LAND & BUILDINGS - DRO												
1		TOWN HALL	7/01/60	16,830.00	0.00	0.00	16,830.00	0.00	16,830.00	0.00	S/L	40.0
2		CITY HALL	7/01/60	86,092.00	0.00	0.00	86,092.00	0.00	86,092.00	0.00	S/L	40.0
3		EQUIPMENT BUILDING (MAINT	7/01/60	5,319.00	0.00	0.00	5,319.00	0.00	5,319.00	0.00	S/L	40.0
4		REST ROOM REMOLDING (PAR	7/01/60	27,806.00	0.00	0.00	27,806.00	0.00	27,806.00	0.00	S/L	40.0
5		R.V. STORAGE (MAINT YARD)	7/01/60	45,402.00	0.00	0.00	45,402.00	0.00	45,402.00	0.00	S/L	40.0
6		PARKING LOT RESURFACING	3/01/88	10,030.00	0.00	0.00	10,030.00	0.00	10,030.00	0.00	S/L	15.0
7		CITY WELL & PUMP	3/01/88	12,080.00	0.00	0.00	12,080.00	0.00	12,080.00	0.00	S/L	20.0
8		WELL	6/01/88	6,668.00	0.00	0.00	6,668.00	0.00	6,668.00	0.00	S/L	20.0
9		RETAINING WALL	2/01/95	11,070.00	0.00	0.00	11,070.00	0.00	11,070.00	0.00	S/L	15.0
10		POLICE LOCKER ROOM (DONA	7/01/02	50,242.00	0.00	0.00	22,609.10	2,512.10	25,121.20	25,120.80	S/L	20.0
11		TENNIS COURTS (BY PARK)	11/01/05	124,813.00	0.00	0.00	35,363.65	6,240.65	41,604.30	83,208.70	S/L	20.0
40		PARK PROJECT IMPROV 2011	4/22/11	104,671.49	0.00	0.00	436.13	2,616.79	3,052.92	101,618.57	S/L	40.0
		LAND & BUILDINGS - DRO		501,023.49	0.00c	0.00	279,705.88	11,369.54	291,075.42	209,948.07		
Group: LAND - RDA												
38		LAND	6/26/02	11,330,200.00	0.00	0.00	0.00	0.00	0.00	11,330,200.00	Land	0.0
		LAND - RDA		11,330,200.00	0.00c	0.00	0.00	0.00	0.00	11,330,200.00		
Group: STRUCTURE & IMPROV-RDA												
39		SHEA WELL	6/26/02	75,000.00	0.00	0.00	33,750.00	3,750.00	37,500.00	37,500.00	S/L	20.0
		STRUCTURE & IMPROV-RDA		75,000.00	0.00c	0.00	33,750.00	3,750.00	37,500.00	37,500.00		
Group: VEHICLES - DRO												
25		1994 JACOBSON TRAILER	10/12/94	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	0.00	S/L	10.0
27		PUBLIC WORKS DUMP TRUCK	7/26/96	29,648.00	0.00	0.00	29,648.00	0.00	29,648.00	0.00	S/L	8.0
28		2000 FORD CROWN VIC (68)	10/02/00	24,126.00	0.00	0.00	24,126.00	0.00	24,126.00	0.00	S/L	8.0

Book Asset Detail 7/01/11 - 6/30/12

FYE: 6/30/2012

Asset	dt	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: VEHICLES - DRO (continued)													
29		FORD F3550 (7932)	11/20/01	33,993.00	0.00		0.00	33,993.00	0.00	33,993.00	0.00	S/L	8.0
30		2003 FORD CROWN VIC (60)	10/10/03	15,305.00	0.00		0.00	14,348.13	956.87	15,305.00	0.00	S/L	8.0
31		2003 FORD CROWN VIC (61)	10/10/03	14,200.00	0.00		0.00	13,313.00	887.00	14,200.00	0.00	S/L	8.0
32		1993 FORD CROWN VIC (70)	11/04/03	15,000.00	0.00		0.00	14,063.00	937.00	15,000.00	0.00	S/L	8.0
33		2007 FORD CROWN VIC (7062)	3/13/07	24,305.00	0.00		0.00	13,038.13	3,038.13	16,076.26	8,228.74	S/L	8.0
34		2007 FORD CROWN VIC (7036)	3/13/07	24,305.00	0.00		0.00	13,038.13	3,038.13	16,076.26	8,228.74	S/L	8.0
35		2007 FORD F150 (7933) CAPITAI	10/23/07	28,517.00	0.00		0.00	13,070.63	3,564.63	16,635.26	11,881.74	S/L	8.0
36		2010 FORD (7080) (CAPITAL LE/	11/30/09	36,746.00	0.00		0.00	6,890.25	4,593.25	11,483.50	25,262.50	S/L	8.0
37		2000 FORD CROWN VIC(67)	10/02/00	24,009.00	0.00		0.00	24,009.00	0.00	24,009.00	0.00	S/L	8.0
		VEHICLES - DRO		271,654.00	0.00	c	0.00	201,037.27	17,015.01	218,052.28	53,601.72		
		Grand Total		12,358,179.49	0.00	c	0.00	644,872.13	45,509.93	690,382.06	11,647,797.43		

Please Note: Assets associated with the RDA of the City of Del Rey Oaks are highlighted, all other assets are for of the City of Del Rey Oaks

City of Del Rey Oaks

Redevelopment Agency

Due Diligence Report

Section Six

Quitclaim Deed
Parcels-E29a, E29b.1, E31b, E31c, and E36
Buildings – TR2961,TR9242,TR9251,TR9260

WHEN RECORDED RETURN TO:

Attn: Kim Carvalho
City of Del Rey Oaks
650 Canyon Del Rey Rd.
Del Rey Oaks CA 93940

RECORDER STAMP

QUITCLAIM DEED FOR PARCELS E29a, E29b.1, E31a, E31b, E31c, and E36, AND BUILDINGS TR2961, TR9242, TR9251, and TR9260 FORMER FORT ORD, MONTEREY, CALIFORNIA
(Fort Ord Reuse Authority to the Redevelopment Agency of the City of Del Rey Oaks)

THIS QUITCLAIM DEED ("Deed") is made as of the 31st day of January, 2012, among the **REDEVELOPMENT AGENCY OF THE CITY OF DEL REY OAKS,** a public body, corporate and politic **(the "Grantor"),** , and the **CITY OF DEL REY OAKS (the "Grantee").**

WHEREAS, The United States of America ("Government") was the owner of certain real property, improvements and other rights appurtenant thereto together with all personal property thereon, located on the former Fort Ord, Monterey County, California, which was utilized as a military installation;

WHEREAS, The military installation at Fort Ord was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public Law 101-510; 10 U.S.C. § 2687 note);

WHEREAS, section 2859 of the National Defense Authorization Act for Fiscal Year 1996, (Public Law 104-106), authorized the Government to sell portions of the former Fort Ord to the **Grantor** as surplus property;

WHEREAS, the Fort Ord Reuse Authority and the Government entered into the Memorandum of Agreement Between the United States of America Acting By and Through the Secretary of the Army, United States Department of the Army and the Fort Ord Reuse Authority For the Sale of Portions of the former Fort Ord, California, dated the 20th day of June 2000, ("MOA") and MOA Amendment No. 1, dated the 23rd day of October 2001, which sets forth the specific terms and conditions of the sale of portions of the former Fort Ord located in Monterey County, California;

QUITCLAIM DEED FOR PARCELS E29a, E29b.1, E31a, E31b, E31c, AND E36, AND BUILDINGS ON THE FORMER FORT ORD

WHEREAS, pursuant to the MOA, the Government conveyed the property known as portions of Parcels E29a, E29b.1, E31a, E31b, E31c, and E36, and Buildings Nos. TR2961, TR9242, TR9251, and TR9260 ("DRO Early Transfer Property"), on the former Fort Ord by quitclaim deed to the Fort Ord Reuse Authority on December , 2005 ("Government Deed") and the Fort Ord Reuse Authority conveyed the DRO Early Transfer Property to the Grantor on March 6, 2006;

WITNESSETH

The **Grantor,** for and in consideration of the sum of one dollar ($1.00) plus other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, releases and quitclaims to the **Grantee,** its successors and assigns forever, all such interest, right, title, and claim as the **Grantor** has in and to portions of Parcels E29a, E29b.1, E31a, E31b, E31c, and E36, and Buildings Nos. TR2961, TR9242, TR9251, and TR9260, consisting of approximately 323.72 acres (the "Property"), more particularly described in Exhibit "A", attached hereto and made a part hereof and including the following:

A. All buildings, facilities, roadways, and other improvements, including the storm drainage systems and the telephone system infrastructure, and any other improvements thereon,

B. All appurtenant easements and other rights appurtenant thereto, permits, licenses, and privileges not otherwise excluded herein, and

C. All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto.

Grantee covenants for itself, its successors, and assigns and every successor in interest to the Property, or any part thereof, that **Grantee** and such successors and assigns shall comply with all provisions of the Implementation Agreement as if the **Grantee** were the referenced Jurisdiction under the Implementation Agreement and specifically agrees to comply with the Deed Restrictions and Covenants set forth in Exhibit F of the Implementation Agreement as if such Deed Restrictions and Covenants were separately recorded prior to the recordation of this Deed.

The Government Deed conveying the Property to the Fort Ord Reuse Authority and a Covenant to Restrict Use of Property ("CRUP") were recorded prior to the recordation of this Deed. In the CRUP and in its transfer of the Property to the Fort Ord Reuse Authority, the Government provided certain information regarding the environmental condition of the Property. The **Grantor** has no knowledge regarding the accuracy or adequacy of such information.

QUITCLAIM DEED FOR PARCELS E29a, E29b.1, E31a, E31b, E31c, AND E36, AND BUILDINGS ON THE FORMER FORT ORD

The italicized information below is copied verbatim (except as discussed below) from the Government deed conveying the Property to the Fort Ord Reuse Authority. The **Grantee** hereby acknowledges and assumes all responsibilities with regard to the Property placed upon the Fort Ord Reuse Authority under the terms of the aforesaid Government deed to Fort Ord Reuse Authority and subsequently placed on the Grantor and **Grantor** grants to **Grantee** all benefits with regard to the Property under the terms of the aforesaid Government deed. Within the italicized information only, the term "Grantor" shall mean the Government, and the term "Grantee" shall mean the Fort Ord Reuse Authority ("FORA"); to avoid confusion, the words "the Government" have been added in parenthesis after the word "Grantor", and "FORA" has been added in parenthesis after the word "Grantee".

II. EXCLUSIONS AND RESERVATIONS

*This conveyance is made subject to the following **EXCLUSIONS** and **RESERVATIONS:***

A. The Property is taken by the Grantee ("FORA") subject to any and all valid and existing recorded outstanding liens, leases, easements, and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record.

(1) The Grantee ("FORA") acknowledges and agrees that the Property is taken by Grantee ("FORA") subject to the "Agreement and Irrevocable Offer to Dedicate By Gift" between the Redevelopment Agency of the City of Del Rey Oaks and Caltrans dated September 13, 2005 and attached hereto as Exhibit G.

B. The Grantor ("the Government") reserves a right of access to any and all portions of the Property for environmental investigation and remediation, or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the Grantor ("the Government"). These rights shall be exercisable in any case in which a remedial action, response action or corrective action or investigation of a release or threat of release is found to be necessary after the date of conveyance of the Property, or such access is necessary to carry out a remedial action, response action or corrective action on adjoining property. Pursuant to this reservation, the United States and its officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable notice to the Grantee ("FORA"), or the then owner and any authorized occupant of the Property) to

enter upon the Property and conduct investigations and surveys, to include drillings, test-pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment. The Grantee ("FORA") agrees that notwithstanding any other provisions of this Deed, the Grantor ("the Government") assumes no liability to the Grantee ("FORA"), the then owner, or any other person, should the Grantor's ("the Government") exercise of its rights hereunder interfere with the Grantee's ("FORA") use of the Property, such interference to be avoided by Grantor ("the Government") to the extent reasonably practicable.

C. Access to USA Media Group, LLC, or its successor in interest, to TV cable lines is reserved until expiration of its existing franchise agreement, November 19, 2005.

D. The reserved rights and easements set forth in this section are subject to the following terms and conditions:

(1) to comply with all applicable Federal law and lawful existing regulations;

(2) to allow the occupancy and use by the Grantee ("FORA"), its successors, assigns, permittees, or lessees of any part of the easement areas not actually occupied or required for the purpose of the full and safe utilization thereof by the Grantor ("the Government"), so long as such occupancy and use does not compromise the ability of the Grantor ("the Government") to use the easements for their intended purposes, as set forth herein;

(3) that the easements granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easements unless approved in writing by the fee holder of the land subject to the easement;

(4) that any transfer of the easements by assignment, lease, operating agreement, or otherwise must include language that the transferee agrees to comply with and be bound by the terms and conditions of the original grant;

(5) that, unless otherwise provided, no interest granted shall give the Grantor ("the Government") any right to remove any material, earth, or stone

for consideration or other purpose except as necessary in exercising its rights hereunder; and

(6) to restore any easement area so far as it is reasonably possible to do so upon abandonment or release of any easement as provided herein, unless this requirement is waived in writing by the then owner of the Property.

E. Grantor ("the Government") reserves mineral rights that Grantor ("the Government") owns with the right of surface entry in a manner that does not unreasonably interfere with Grantee's ("FORA") development and quiet enjoyment of the Property.

***TO HAVE AND TO HOLD** the Property unto the Grantee ("FORA") and its successors and assigns forever, provided that this Deed is made and accepted upon each of the following notices, covenants, restrictions, and conditions which shall be binding upon and enforceable against the Grantee ("FORA"), its successors and assigns, in perpetuity, as follows:*

III. "AS IS, WHERE IS"

The Property is conveyed in an "As Is, Where Is" condition without any representation, warranty or guarantee, except as otherwise stated herein, by the Grantor ("the Government") as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the Grantor ("the Government") to make any alterations, repairs, or additions, and said Grantor ("the Government") shall not be liable for any latent or patent defects in the Property. This section shall not affect the Grantor's ("the Government") responsibility under CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION and INDEMNITY herein.

IV. FEDERAL FACILITIES AGREEMENT ("FFA")

The Grantor ("the Government") acknowledges that former Fort Ord has been identified as a National Priority List ("NPL") Site under CERCLA. The Grantee ("FORA") acknowledges that the Grantor ("the Government") has provided it with a copy of the FFA entered into by the EPA Region IX, the State of California, and the United States Department of the Army, effective on February 1990, and will provide the Grantee ("FORA") with a copy of any amendments thereto. The Grantee ("FORA") agrees that should any conflict arise between the

terms of the FFA as they presently exist or may be amended, and the provisions of this Property transfer, the terms of the FFA will take precedence. The Grantee ("FORA") further agrees that notwithstanding any other provisions of the Property transfer, the Grantor ("the Government") assumes no liability to the Grantee ("FORA"), should implementation of the FFA interfere with their use of the Property. The Grantee ("FORA"), or any subsequent transferee, shall have no claim on account of any such interference against the Grantor ("the Government") or any officer, agent, employee or contractor thereof, such interference to be avoided by Grantor ("the Government") to the extent reasonably practicable. Grantor ("the Government") agrees to use its best efforts to ensure that any amendment to the FFA will not be inconsistent or incompatible with the Grantee's ("FORA") use of the Property.

V. CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION

A. Pursuant to Section 120(h)(3) of CERCLA, as amended, 42 U.S.C. § 9601 et seq., the Finding of Suitability for Early Transfer ("FOSET") attached hereto and made a part hereof as Exhibit "D", and an environmental baseline survey ("EBS") known as Community Environmental Response Facilitation Act report, which is referenced in the FOSET, set forth the Grantor's ("the Government") knowledge of the environmental condition of the Property. The FOSET sets forth the basis for the Grantor's ("the Government") determination that the Property is suitable for transfer. The Grantee ("FORA") is hereby made aware of the notifications contained in the EBS and the FOSET. The Grantee ("FORA") has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property and deems the Property to be safe for the Grantee's ("FORA") intended use. The Grantor ("the Government") represents that the Property is environmentally suitable for transfer to Grantee ("FORA") for the purposes identified in the Final Fort Ord Base Reuse Plan dated December 12, 1994, as amended on June 13, 1997, as approved by the Grantee ("FORA"). If, after conveyance of the Property to Grantee ("FORA"), there is an actual or threatened release of a hazardous substance on the Property, or in the event that a hazardous substance is discovered on the Property after the date of this conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, Grantee ("FORA") or its successor or assigns shall be responsible for such release or newly discovered substance unless such release or such newly discovered substance was due to Grantor's ("the Government") activities, ownership, use, presence on, or occupation of the Property, or the activities of Grantor's ("the Government") contractors and/or agents. Grantee ("FORA"),

its successors and assigns, each of them to the extent responsible, as consideration for this conveyance, agrees to release Grantor ("the Government") from liability or responsibility for any claims arising out of or in any way predicated on: (a) the Grantee's ("FORA"), its successors' and assigns' negligent or willful release of any hazardous substance or petroleum product present on the Property; and (b) for any release of any hazardous substance or petroleum product, where such substance or product was placed on the Property by Grantee ("FORA"), its successors or assigns at any time, or by any non-Army person or entity after the date of this conveyance.

B. All response actions necessary to protect human health and the environment will be the responsibility of the Grantor ("the Government"), with respect to any hazardous substance remaining on the Property as a result of storage, release, or disposal prior to the date of this conveyance.

C. Any additional remedial action found to be necessary after the date of this conveyance, with regard to such hazardous substances remaining on the Property, which are either not currently known to the Grantor ("the Government") or do not now require remediation, shall be conducted by the Grantor ("the Government"). This covenant shall not apply to the extent that the Grantee ("FORA") or its successors or assigns is a potentially responsible party under CERCLA with respect to such hazardous substances.

D. The Grantor ("the Government") covenants that upon completion of any removal or remediation action that removes the risk giving rise to any restriction on future use or any limitation of activities contained in a deed or lease for the Property or in any other document relating to the Property, the Grantor ("the Government"), without any payment of funds by the United States, agrees to cooperate with the Grantee ("FORA"), its successors or assigns, in any application, permit, easement or effort to obtain approval from appropriate Federal, state or local authorities for the purpose of removing any such restriction or limitation, which the Grantee ("FORA"), its successors or assigns, shall seek to remove or eliminate. Grantor ("the Government") agrees to provide a release deed for such restriction or limitation, to the extent such release deed in within Grantor's ("the Government") authority.

E. Without the express written consent of the Grantor ("the Government") in each case first obtained, neither the Grantee ("FORA"), its successors or assigns, nor any other person or entity acting for or on behalf of the Grantee ("FORA"), its successors or assigns, shall interfere with any response action being taken on the Property by or on behalf of the Grantor ("the Government"), or

interrupt, relocate, or otherwise interfere with any Grantor ("the Government") applied remediation system now or in the future located, over, through, or across any portion of the Property.

F. Once the remedy has been determined and is in place, the Army, with the concurrence of EPA and DTSC, shall execute and deliver to the Grantee ("FORA"), or its successor and assigns, an appropriate document, containing a warranty that all response actions necessary to protect human health and the environment with respect to any substances remaining on the Property on the date of this transfer, have been taken as required by law. This warranty shall be in a form that is recordable in the Office of the Recorder, Monterey County, California.

VI. INDEMNITY

The Grantor ("the Government") recognizes its obligation to hold harmless, defend, and indemnify the Grantee ("FORA") and any successor, assignee, transferee, lender, or lessee of the Grantee ("FORA") or its successors and assigns, as required and limited by Section 330 of Public Law 102-484, the Department of Defense Authorization Act of 1993, as amended (10 U.S.C. § 2687, note) and to otherwise meet its obligations under Federal law.

VII. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

This notice is applicable to Parcel E29a.

A. The Grantee ("FORA") is hereby informed and does acknowledge that non-friable asbestos or asbestos-containing material has been found on Parcel E29a, as described in the asbestos survey referenced in the FOSET. Such asbestos does not present a "release or threat of release into the environment" as defined by CERCLA.

B. The Grantee ("FORA") covenants and agrees that its use and occupancy of Parcel E29a will be in compliance with all applicable laws relating to asbestos; and that the Grantor ("the Government") assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the Grantee ("FORA"), its successors or assigns, sublessees, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on Parcel E29a after this conveyance of Parcel E29a, whether the Grantee ("FORA"), its successors or assigns have properly warned or failed to properly

warn the individual(s) injured. The Grantee ("FORA") agrees to be responsible for any future remediation of asbestos found to be necessary on Parcel E29a as a result of the Grantee's ("FORA") activities.

C. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

D. The Grantee ("FORA") acknowledges that it has inspected Parcel E29a as to its asbestos content and condition and any hazardous or environmental conditions relating thereto.

E. The Grantee ("FORA") further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of Parcel E29a, which exposure occurs after this conveyance of Parcel E29a to the Grantee ("FORA"). The Grantee's ("FORA") obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

VIII. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT AND COVENANT

This notice is applicable to Parcels E29a and E29b.1.

A. The Grantee ("FORA") is hereby informed and does acknowledge that all buildings on Parcels E29a and E29b.1, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to

pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means dwelling units, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, available for use by residents and child occupied buildings visited regularly by the same child 6 years of age or under on at least two different days within any week including day-care centers, pre-school and kindergarten classrooms but not including land used for agricultural, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

B. Buildings constructed prior to 1978 are assumed to contain lead-based paint. Buildings constructed after 1977 are assumed to be free of lead-based paint. No other surveys or studies assessing the possible presence of lead-based paint in former or existing buildings on Parcels E29a and E29b.1 where performed by the Grantor ("the Government"). All purchasers must receive the federally approved pamphlet on lead poisoning prevention. The Grantee ("FORA") hereby acknowledges receipt of all of the information described in this Subparagraph.

C. The Grantee ("FORA") acknowledges that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this Deed.

D. The Grantee ("FORA") covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on Parcels E29a and E29b.1 as Residential Real Property, as defined in Subparagraph A, above, without complying with this section and all applicable Federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of Parcels E29a and E29b.1 where their use subsequent to this conveyance is intended for residential habitation, the Grantee ("FORA") specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X).

E. The Grantee ("FORA") shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) Perform a reevaluation of the Risk Assessment if more than 12 months have elapsed since the date of the last Risk Assessment; (2) Comply with the joint HUD and EPA Disclosure Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective

purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments; (3) Abate lead dust and lead-based paint hazards in pre-1960 residential real property, as defined in Subparagraph A, above, in accordance with the procedures in 24 CFR 35; (4) Abate soil-lead hazards in pre-1978 residential real property, as defined in Subparagraph A, above, in accordance with the procedures in 24 CFR 35; (5) Abate lead-soil hazards following demolition and redevelopment of structures in areas that will be developed as residential real property; (6) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L); (7) Perform the activities described in this Subparagraph within 12 months of the date of the lead-based paint risk assessment and prior to occupancy or use of the residential real property; and (8) Send a copy of the clearance documentation to the Grantor ("the Government").

F. In complying with these requirements, the Grantee ("FORA"), its successors and assigns, covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on Parcels E29a and E29b.1 found to be necessary as a result of the subsequent use of Parcels E29a and E29b.1 for residential purposes. The Grantee ("FORA") covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

G. The Grantee ("FORA") further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in a manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint or lead-based paint hazards on Parcels E29a and E29b.1 if used for residential purposes after the date of this conveyance of Parcels E29a and E29b.

H. The covenants, restrictions, and requirements of this Section shall be binding upon the Grantee ("FORA"), its successors and assigns and all future owners and shall be deemed to run with the land. The Grantee ("FORA") on behalf of itself, its successors and assigns covenants that it will include and make legally binding, this Section in all subsequent transfers, leases, or conveyance documents.

IX. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN ("MEC") AND STORAGE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES

A. The Grantor ("the Government") hereby notifies the Grantee ("FORA") that munitions response ("MR") actions (investigations) identified MRS-DRO.1, MRS-DRO.2 and MRS-43, as described on Plate 2- Attachment 3 of the FOSET, as areas of former military munitions use. The three munitions response sites ("MRSs") have undergone investigations including sampling and removal of MEC over all of the early transfer area. However, there is a potential for MEC to be present. In the event the Grantee ("FORA"), its successors, or assigns, should discover any MEC on the Property, they shall not attempt to disturb, remove or destroy it, but shall immediately do the following: (1) notify the Presidio of Monterey Police Department via telephone at (831) 242-7851 and (2) complete Section A of the Munitions and Explosives of Concern Incident Reporting Form (Exhibit "E" attached hereto and made a part hereof), fax the form to the Presidio of Monterey Police Department at (831) 242-7740. Competent Grantor ("the Government") or Grantor ("the Government")-designated explosives ordnance disposal ("EOD") personnel will be dispatched promptly to dispose of such MEC properly and to take all remedial action necessary to protect human health and the environment, at no expense to the Grantee ("FORA"). The Grantee ("FORA") hereby acknowledges receipt of the "Ordnance and Explosives Safety Alert" pamphlet and the MEC Incident Reporting Form.

B The Grantor ("the Government") has completed an investigation for military munitions on the Property. The area has been searched and cleared of all MEC detected. Based on the results of the removal operations, no further MR actions are recommended within the Property. However, a portion of Parcels E29a and E29b.1 (within 11 grids in the Range 26 berm area, as identified in Exhibit "F" attached hereto and made a part hereof) is transferred with restrictions in accordance with AR 405-90, Appendix D-4(b). The berm area includes 11 MEC removal grids identified as requiring construction support during intrusive work operations that exceed a depth of 4 feet. The Army will provide construction support within the 11 grid area during soil excavation or movement at depths exceeding 4 feet. Additional information on construction support activities is provided in Section 5.0 of Attachment 2 of the FOSET. All intrusive operations in this area (exceeding a depth of 4 feet) shall be in accordance with Engineer Manual ("EM") 1110-1-4009, Engineer Regulation ("ER") 1110-1-8153, Engineer Pamphlet ("EP") 1110-1-18, and EP 75-1-2. Machine gun links found in this area indicate that the excavated level of the berm, in some areas, does not match the surrounding undisturbed terrain. The specific location of each of the 11 grids is delineated in the OE-15 DRO.1-2 After-Action Report (Parsons, 2003) and shown on Plate 3-Attachment 3 of the FOSET (for informational purposes only). The use and/or occupancy of the Property may be

limited or restricted, as necessary, under the following scenarios: (1) to provide the required minimum separation distance employed during intrusive MEC response actions that may occur on or adjacent to the Property; and (2) if Army-implemented prescribed burns are necessary for the purpose of MEC response actions in adjacent areas. If MEC is found and necessitates immediate in-place disposal because it is unsafe to move, a minimum separation distance of 200 feet will be used for the detonation. A buffer of 200 feet has been cleared between Parcels E29a and E29b.1 and the habitat area to the east of these parcels prior to the transfer of the Property.

C. The Grantor's ("the Government") assessment indicated that the remaining portions of Parcels E29a, E29b.1, and Parcels E31a, E31b, E31c, and E36, can be transferred with no restriction on land use. However, the Army has agreed to enter into a Covenant To Restrict Use Of Property ("Covenant") with DTSC pursuant to California Civil Code Section 1471(c). The City of Del Rey Oaks has agreed to the Covenant. The Covenant will place additional use restrictions on all of the transferring property and will be signed prior to transfer. The Army and the DTSC agree that the use of the Property will be restricted as set forth in the Covenant and described in Section 8.0 of the FOSET.

D. As agreed to by the DTSC, FORA, and the Redevelopment Agency of Del Rey Oaks in the Del Rey Oaks Former Fort Ord Resort Property Agreement ("Agreement"), the City of Del Rey Oaks will provide on-site expert MEC construction support on all of the Property, except as provided in CONSTRUCTION SUPPORT herein.

E. Because the Grantor ("the Government") cannot guarantee that all MEC has been removed, the Grantor ("the Government") recommends reasonable and prudent precautions be taken when conducting intrusive operations on the Property and will, at Grantor's ("the Government") expense, provide construction worker MEC recognition training.

F. Pursuant to an agreement with the DTSC, the City of Del Rey Oaks has adopted a City Ordinance (Chapter 15.48) that addresses the potential UXO risk by requiring permits for certain excavation activities. The City of Del Rey Oaks has designated as an "Ordnance Remediation District," all real property within the City's land use jurisdiction and that was formerly part of Fort Ord and identified as a possible location of UXO.

G. This notice is provided pursuant to CERCLA 120(h)(3)(a)(i). The Army has performed munitions response actions on the Del Rey Oaks parcel

pursuant to the Fort Ord Federal Facilities Agreement. These munitions response actions found approximately 244 unexploded ordnance (UXO) items, such as 35mm subcaliber practice rockets and 2.36-inch rockets. These UXO were destroyed by detonation. Because these items were actively managed for treatment on a closed range, these UXO items are solid wastes. Additionally, because these UXO were capable of detonation or explosive reaction, they have been identified as characteristic (reactivity) hazardous waste and, therefore, are also CERCLA hazardous substances. In conjunction with the munitions response activities on these closed ranges, the Army has concluded that hazardous substances in the form of certain UXO were stored, released, or disposed of in excess of the CERCLA reportable quantities listed in 40 Code of Federal Regulation (CFR) Part 302.4. A release of lead also occurred as the result of the military's use of small arms ammunition on the firing ranges located within Parcel E29a. Soil containing residual lead from spent ammunition that exceeded the risk-based target cleanup levels (TCLs) was excavated and removed under the Fort Ord Installation Restoration Program (IRP).

X. LONG TERM MEC RISK MANAGEMENT

Unless modified by the MR remedial investigation/feasibility study, long-term risk management measures that will be implemented for MRS-DRO.1, MRS-DRO.2 and MRS-43 include: (1) annual notification and invitation to the Grantee ("FORA") to the annual public education meeting; (2) recurring reviews by the Grantor ("the Government") to determine if the response actions taken at the MR sites continue to be adequate; (3) a covenant to be entered into between the Army and the State of California, placing restrictions on all of the transferring property; (4) an ordinance adopted by the City of Del Rey Oaks requiring a permit for ground disturbing activities (in addition to those contained in the current building code); (5) an agreement between the State of California, FORA, and the City of Del Rey Oaks, which will include continuous community MEC education and awareness programs, construction worker MEC recognition training, construction support, and the installation of perimeter fencing prior to the commencement of construction, and (6) a close-out report documenting that the recurring reviews and response actions have effectively addressed the risks posed at the MR sites.

XI. CONSTRUCTION SUPPORT

FORA, the DTSC, and the City of Del Rey Oaks have agreed that construction support will be required during all intrusive work operations on the

Property and the City of Del Rey Oaks will provide on-site expert MEC construction support on all of the Property. The Army will only provide construction support for all intrusive activities exceeding a depth of 4 feet within the "range 26 berm" (11 grid area), which is described on Exhibit F and delineated in the OE-15DRO.1-2 After Action Report and shown on Plate 3-Attachment 3 of the FOSET. All construction support activities will be in compliance with EP 75-1-2, ER 1110-1-8153, EP 1110-1-18, and EM 1110-1-4009

XII. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF PESTICIDES AND COVENANT

A. The Grantee ("FORA") is hereby informed and does acknowledge that pesticides may be present on the Property. To the best of Grantor's ("the Government") knowledge, the presence of pesticides does not currently pose a threat to human health or the environment, and the use and application of any pesticide product by the Grantor ("the Government") was in accordance with its intended purpose, and in accordance with CERCLA § 107 (i), which states:

No person (including the Grantor ("the Government") or any State or Indian tribe) may recover under the authority of this section for any response costs or damages resulting from the application of a pesticide product registered under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.). Nothing in this paragraph shall affect or modify in any way the obligations or liability of any person under any other provision of State or Federal law, including common law, for damages, injury, or loss resulting from a release of any hazardous substance or for removal or remedial action or the costs of removal or remedial action of such hazardous substance.

B. Upon request, the Grantor ("the Government") agrees to furnish to the Grantee ("FORA") any and all records in its possession related to the use of the pesticides necessary for the continued compliance by the Grantee ("FORA") with applicable laws and regulations related to the use of pesticides.

C. The Grantee ("FORA") covenants and agrees that its possession, potential use and continued management of the Property, including any demolition of structures, will be in compliance with all applicable laws relating to hazardous substance/pesticides and hazardous wastes.

XIII. NOTICE OF THE PRESENCE OF THREATENED AND ENDANGERED SPECIES

RARE, THREATENED AND ENDANGERED SPECIES MANAGEMENT

A. The Property contains habitat occupied and/or potentially occupied by several sensitive wildlife and plant species, some of which are listed or proposed for listing as threatened or endangered under the ESA. Applicable laws and regulations restrict activities that involve the potential loss of populations and habitats of listed species. To fulfill Grantor's ("the Government") commitment in the Fort Ord Disposal and Reuse Environmental Impact Statement Record of Decision, made in accordance with the National Environmental Policy Act of 1969, 42 U.S.C § 4321 et seq., this Deed requires the conservation of these sensitive wildlife and plant species and their habitats consistent with the U.S. Fish and Wildlife Service Biological Opinions for disposal of the former Fort Ord lands issued pursuant to Section 7 of the ESA on March 30, 1999, October 22, 2002, and March 14, 2005, respectively. By requiring Grantee ("FORA"), and its successors and assigns to comply with the Installation-Wide Multispecies HMP, Grantor ("the Government") intends to fulfill its responsibilities under Section 7 of the ESA and to minimize future conflicts between species protection and economic development of portions of the Property.

B. Grantee ("FORA") acknowledges that it has received a copy of the HMP. The HMP, which is incorporated herein by reference, provides a basewide framework for disposal of lands within former Fort Ord wherein development and potential loss of species and/or habitat is anticipated to occur in certain areas of the former Fort Ord (the HMP Development Areas) while permanent species and habitat conservation is guaranteed within other areas of the former Fort Ord (i.e., the HMP Reserve and Corridor parcels). Disposal of former Fort Ord lands in accordance with and subject to the restrictions of the HMP is intended to satisfy the Army's responsibilities under Section 7 of the ESA.

C. The following parcels of land within the Property hereby conveyed to Grantee ("FORA") are subject to the specific use restrictions and/or conservation, management, monitoring, and reporting requirements identified for the parcel in the HMP:

1. Development with Reserve Areas or Development with Restrictions Parcels E31a, E31b, and E31c; and

2. Borderland Development Areas Along Natural Resource Management Area ("NRMA") Interface: Parcels E29a and E29b.1.

D. Any boundary modifications to the Development with Reserve Areas or Development with Restrictions parcels or the Borderland Development Areas Along NRMA Interface must be approved in writing by the U. S. Fish and Wildlife Service ("USFWS") and must maintain the viability of the HMP for species and habitat conservation.

E. The HMP describes existing habitat and the likely presence of sensitive wildlife and plant species that are treated as target species in the HMP. Some of the target species are currently listed or proposed for listing as threatened or endangered under the ESA. The HMP establishes general conservation and management requirements applicable to the Property to conserve the HMP species. These requirements are intended to meet mitigation obligations applicable to the Property resulting from the Army disposal and development reuse actions. Under the HMP, all target species are treated as if listed under the ESA and are subject to avoidance, protection, conservations and restoration requirements. Grantee ("FORA"), its successors or assigns, shall be responsible for implementing and funding each of the following requirements set forth in the HMP as applicable to the Property:

1. implement all avoidance, protection, conservation and restoration requirements identified in the HMP as applicable to the Property and shall cooperate with adjacent property owners in implementing mitigation requirements identified in the HMP for adjacent sensitive habitat areas.

2. protect and conserve the HMP target species and their habitats within the Property, and, other than those actions required to fulfill a habitat restoration requirement applicable to the Property or as otherwise authorized by the USFWS through an incidental take statement or permit, shall not remove any vegetation, cut any trees, disturb any soil, or undertake any other actions that would impair the conservation of the species or their habitats Grantee ("FORA") shall accomplish the Resource Conservation Requirements and Management Requirements identified in Chapter 4 of the HMP as applicable to any portion of the Property.

3. manage, through an agency or entity approved by USFWS, each HMP parcel, or portion thereof, within the Property that is required in the HMP to be managed for the conservation of the HMP species and their habitats, in accordance with the provisions of the HMP.

4. directly, or indirectly through its USFWS approved habitat manager, implement the management guidelines applicable to the parcel through the development of a site-specific management plan. The requirements of the

HMP and the site-specific management plan may be modified or refined through the Coordinated Resource Management and Planning ("CRMP") process or with the concurrence of USFWS (and, as appropriate, CDFG) as new information or changed conditions indicate the need for adaptive management changes.

5. restrict access to the Property in accordance with the HMP, but shall allow access to the Property, upon reasonable notice of not less than 48 hours, by USFWS, and its designated agents, for the purpose of monitoring Grantee's ("FORA") compliance with, and for such other purposes as are identified in the HMP.

6. comply with all monitoring and reporting requirements set forth in the HMP that are applicable to the Property, and shall provide an annual monitoring report, as provided for in the HMP, to the Bureau of Land Management ("BLM") on or before November 1 of each year, or such other date as may be hereafter agreed to by USFWS and BLM.

7. Grantee ("FORA") covenants for itself, its successors and assigns, that it shall include and otherwise make legally binding the provisions of the HMP in any deed, lease, right of entry, or other legal instrument by which Grantee ("FORA") divests itself of any interest in all or a portion of the Property. The covenants, conditions, restrictions and requirements of this Deed and the provisions of the HMP shall run with the land. The covenants, conditions, restrictions and requirements of this Deed and the HMP benefit the lands retained by the Grantor ("the Government") that formerly comprised Fort Ord, as well as the public generally. Management responsibility for the Property may only be transferred as a condition of the transfer of the Property, with the consent of the USFWS. USFWS may require the establishment of a perpetual trust fund to pay for the management of the Property as a condition of transfer of management responsibility from Grantee ("FORA").

8. This conveyance is made subject to the following ENFORCEMENT PROVISIONS:

a. If Grantor ("the Government") (or its assigns), acting through the USFWS or a successor designated agency, determines that Grantee ("FORA") is violating or threatens to violate the provisions of Section XIII of this Deed or the provisions of the HMP, Grantor ("the Government") shall provide written notice to Grantee ("FORA") of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the provisions of

Section XIII of this Deed or the provisions of the HMP, to restore the portion of the Property so injured. If Grantee ("FORA") fails to cure a violation within sixty (60) days after receipt of notice thereof from Grantor ("the Government"), or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, or fails to continue to diligently cure such violation until finally cured, Grantor ("the Government") may bring an action at law or in equity in a court of competent jurisdiction to enforce the covenants, conditions, reservations and restrictions of this Deed and the provisions of the HMP, to enjoin the violation, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the covenants, conditions, reservations and restrictions of this Deed or the provisions of the HMP, or injury to any conservation value protected by this Deed or the HMP, and to require the restoration of the Property to the condition that existed prior to such injury. If Grantor ("the Government"), in its good faith and reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the species and habitat conservation values of the Property, Grantor ("the Government") may pursue its remedies under this paragraph without prior notice to Grantee ("FORA") or without waiting for the period provided for the cure to expire. Grantor's ("the Government") rights under this paragraph apply equally in the event of either actual or threatened violations of covenants, conditions, reservations and restrictions of this Deed or the provisions of the HMP, and Grantee ("FORA") acknowledges that Grantor's ("the Government") remedies at law for any of said violations are inadequate and Grantor ("the Government") shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantor ("the Government") may be entitled, including specific performance of the covenants, conditions, reservations and restrictions of this Deed and the provisions of the HMP.

b. Enforcement of the covenants, conditions, reservations and restrictions in this Deed and the provisions of the HMP shall be at the discretion of Grantor ("the Government"), and any forbearance by Grantor ("the Government") to exercise its rights under this Deed and the HMP in the event of any such breach or violation of any provision of this Deed or the HMP by Grantee ("FORA") shall not be deemed or construed to be a waiver by Grantor ("the Government") of such provision or of any subsequent breach or violation of the same or any other provision of this Deed or the HMP or of any of Grantor's ("the Government") rights under this Deed or the HMP. No delay or omission by Grantor ("the Government") in the exercise of any right or remedy upon any breach or violation by Grantee ("FORA") shall impair such right or remedy or be construed as a waiver.

c. In addition to satisfying Army's responsibilities under Section 7 of the ESA, Grantee's ("FORA") compliance with the covenants, conditions, reservations and restrictions contained in this Deed and with the provisions of the HMP are intended to satisfy mitigation obligations included in any future incidental take permit issued by USFWS pursuant to Section 10(a) (1) (B) of the ESA which authorizes the incidental take of a target HMP species on the Property. Grantee ("FORA") acknowledges that neither this Deed nor the HMP authorizes the incidental take of any species listed under the ESA. Authorization to incidentally take any target HMP wildlife species must be obtained by Grantee ("FORA") separately, or through participation in a broader habitat conservation plan and Section 10(a)(1)(B) permit based on the HMP and approved by USFWS.

XIV. AIR NAVIGATION RESERVATION AND RESTRICTIONS

The Monterey Airport is in close proximity to the Property. Accordingly, in coordination with the Federal Aviation Administration, the Grantee ("FORA") covenants and agrees, on behalf of itself, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, that, when applicable, there will be no construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, Objects Affecting Navigable Airspace, or under the authority of the Federal Aviation Act of 1968, as amended.

XV. NO LIABILITY FOR NON-ARMY CONTAMINATION

The Grantor ("the Government") shall not incur liability for additional response action or corrective action found to be necessary after the date of this Deed in any case in which the Grantee ("FORA") or its successors or assigns, or other non-Army entities, is identified as the party responsible for contamination of the Property.

XVI. ENFORCEMENT AND NOTICE REQUIREMENT

A. The provisions of this Deed benefit the governments of the United States of America, the State of California, acting on behalf of the public in general, the local governments, and the lands retained by the Grantor ("the Government") and, therefore, are enforceable, by resort to specific performance or legal process by the United States, the State of California, the local governments, and by the Grantor

("the Government"), and its successors and assigns. Enforcement of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to exercise their rights under this Deed in the event of a breach of any term of this Deed, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this Deed. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. The enforcement rights set forth in this Deed against the Grantee ("FORA"), or its successors and assigns, shall only apply with respect to the Property conveyed herein and held by such Grantee ("FORA"), its successors or assigns, and only with respect to matters occurring during the period of time such Grantee ("FORA"), its successors or assigns, owned or occupied such Property or any portion thereof.

B. The Grantee ("FORA"), its successors or assigns, shall neither transfer the Property, nor any portion thereof, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion, to the extent applicable to the Property or any portion thereof, of the environmental protection provisions contained in this Deed: Federal Facilities Agreement ("FFA"); CERCLA Covenants, Notice, and Environmental Remediation; Notice of the Presence of Asbestos and Covenant; Notice of the Presence of Lead-Based Paint and Covenant; Notice of the Potential for the Presence of Munitions And Explosives Of Concern ("MEC"); Long Term MEC Risk Management; Construction Support; Notice of the Potential for the Presence of Pesticides and Covenant; Notice of the Presence of Threatened and Endangered Species; Air Navigation Reservation and Restrictions; No Liability for Non-Army Contamination; Enforcement and Notice Requirement, and shall require the inclusion, to the extent applicable, of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

C. The obligations imposed in this Deed upon the successors or assigns of Grantee ("FORA") shall only extend to the portion of the Property conveyed to any such successor or assign.

XVII. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the Grantee ("FORA") covenants for itself, its successors and assigns, that the Grantee ("FORA"), and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon in

violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and the Rehabilitation Act of 1973, as amended. (29 U.S.C. § 794). The Grantor ("the Government") shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

The responsibilities and obligations placed upon, and the benefits provided to, the **Grantor** by the Government shall run with the land and be binding on and inure to the benefit of all subsequent owners of the Property unless or until such responsibilities, obligations, or benefits are released pursuant to the provisions set forth in the MOA and the Government deed. **Grantee** and its successors and assigns, respectively, shall not be liable for any breach of such responsibilities and obligations with regard to the Property arising from any matters or events occurring after transfer of ownership of the Property by **Grantee** or its successors and assigns, respectively; provided, however, that each such party shall, notwithstanding such transfer, remain liable for any breach of such responsibilities and obligations to the extent caused by the fault or negligence of such party.

General Provisions:

A. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed to effectuate the purpose of this Deed and the policy and purpose of CERCLA. If any provision of this Deed is found to be ambiguous, an interpretation consistent with the purpose of this Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

B. Severability. If any provision of this Deed, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

C. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of title in any respect.

D. Captions. The captions in this Deed have been inserted solely for convenience of reference and are not a part of this Deed and shall have no effect upon construction or interpretation.

E. Right to Perform. Any right which is exercisable by the **Grantee**, and its successors and assigns, to perform under this Deed may also be performed, in the event of non-performance by the **Grantee**, or its successors and assigns, by a lender of the **Grantee** and its successors and assigns.

The conditions, restrictions, and covenants set forth in this Deed are a binding servitude on the herein conveyed Property and will be deemed to run with the land in perpetuity. Restrictions, stipulations and covenants contained herein will be inserted by the **Grantee** verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof. All rights and powers reserved to the **Grantor,** and all references in this Deed to **Grantor** shall include its successors in interest. The **Grantor** may agree to waive, eliminate, or reduce the obligations contained in the covenants, PROVIDED, HOWEVER, that the failure of the **Grantor** or its successors to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the **Grantee**, its successors and assigns, with respect to such future performance shall be continued in full force and effect.

[Signature Pages Follow]

QUITCLAIM DEED FOR PARCELS E29a, E29b.1, E31a, E31b, E31c, AND E36, AND BUILDINGS ON THE FORMER FORT ORD

IN WITNESS WHEREOF, the Grantor, the **REDEVELOPMENT AGENCY OF THE CITY OF DEL REY OAKS**, has caused these presents to be executed this 31st day of January, 2012.

THE REDEVELOPMENT AGENCY OF THE CITY OF DEL REY OAKS

By: J. B. Edelen AKA: Jerry Beard Edelen
Jerry B. Edelen, Agency Chairman

SSTATE OF CALIFORNIA)
)
COUNTY OF MONTEREY)

On JAN. 31, 2012, before me, THANH VAN NGUYEN, Notary Public, personally appeared JERRY BEARD EDELEN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

THANH VAN NGUYEN
Commission # 1913475
Notary Public - California
Monterey County
My Comm. Expires Dec 14, 2014

Notary Public

QUITCLAIM DEED FOR PARCELS E29a, E29b.1, E31a, E31b, E31c, AND E36, AND BUILDINGS ON THE FORMER FORT ORD

ACCEPTANCE:

In Testimony Whereof, witness the signature of the **THE CITY OF DEL REY OAKS,** this 31st day of January, 2012 hereby accepts and approves this Deed for itself, its successors and assigns, and agrees to all the conditions, reservations, restrictions, and terms contained therein.

THE CITY OF DEL REY OAKS

By: _____ AKA: Jerry Beard Edelen
Jerry B. Edelen, Mayor

STATE OF CALIFORNIA)
)
COUNTY OF MONTEREY)

On JAN. 31, 2012, before me, THANH VAN NGUYEN, Notary Public, personally appeared JERRY BEARD EDELEN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

THANH VAN NGUYEN
Commission # 1913475
Notary Public - California
Monterey County
My Comm. Expires Dec 14, 2014

_____
Notary Public

City of Del Rey Oaks

Redevelopment Agency

Due Diligence Report

Section Seven

Redevelopment Agencies Financial Transaction Report
Fiscal Year 2011

Redevelopment Agency Of The City Of Del Rey Oaks

Redevelopment Agencies Financial Transactions Report

Balance Sheet - Liabilities and Other Credits

Fiscal Year 2011	Capital Projects Funds	Debt Service Funds	Low/Moderate Income Housing Funds	Special Revenue/Other Funds	General Long-Term Debt	General Fixed Assets	Total
Liabilities and Other Credits							
Accounts Payable	441,931						$441,931
Interest Payable							$0
Tax Anticipation Notes Payable							$0
Loans Payable							$0
Other Liabilities	330,544						$330,544
Due to Capital Projects Fund							$0
Due to Debt Service Fund							$0
Due to Low/Moderate Income Housing Fund							$0
Due to Special Revenue/Other Funds							$0
Tax Allocation Bonds Payable							$0
Lease Revenue, Certificates of Participation Payable, Financing Authority Bonds							$0
All Other Long-Term Debt					1,334,936		$1,334,936
Total Liabilities and Other Credits	$772,475	$0	$0	$0	$1,334,936		$2,107,411

Redevelopment Agency Of The City Of Del Rey Oaks

Redevelopment Agencies Financial Transactions Report

Balance Sheet - Liabilities and Other Credits

Fiscal Year 2011	Capital Projects Funds	Debt Service Funds	Low/Moderate Income Housing Funds	Special Revenue/Other Funds	General Long-Term Debt	General Fixed Assets	Total
Equities							
Investment In General Fixed Assets						12,145,674	$12,145,674
Fund Balance Reserved	0						$0
Fund Balance Unreserved-Designated							$0
Fund Balance Unreserved-Undesignated							$0
Total Equities	$0	$0	$0	$0		$12,145,674	$12,145,674
Total Liabilities, Other Credits, and Equities	$772,475	$0	$0	$0	$1,334,936	$12,145,674	$14,253,085

Redevelopment Agency Of The City Of Del Rey Oaks

Redevelopment Agencies Financial Transactions Report

Statement of Income and Expenditures

Revenues - Consolidated

Fiscal Year 2011

	Captial Project Funds	Debt Service Funds	Low/Moderate Income Housing Funds	Special Revenue/Other Funds	Total
Tax Increment Gross	$0	$0	$0	$0	$0
Special Supplemental Subvention	$0	$0	$0	$0	$0
Property Assessments	$0	$0	$0	$0	$0
Sales and Use Tax	$0	$0	$0	$0	$0
Transient Occupancy Tax	$0	$0	$0	$0	$0
Interest Income	$0	$0	$0	$0	$0
Rental Income	$0	$0	$0	$0	$0
Lease Income	$0	$0	$0	$0	$0
Sale of Real Estate	$0	$0	$0	$0	$0
Gain on Land Held for Resale	$0	$0	$0	$0	$0
Federal Grants	$0	$0	$0	$0	$0
Grants from Other Agencies	($73,149)	$0	$0	$0	($73,149)
Bond Administrative Fees	$0	$0	$0	$0	$0
Other Revenues	$60,220	$0	$0	$0	$60,220
Total Revenues	($12,929)	$0	$0	$0	($12,929)

Redevelopment Agency Of The City Of Del Rey Oaks

Redevelopment Agencies Financial Transactions Report

Statement of Income and Expenditures

Expenditures - Consolidated

Fiscal Year 2011

	Capital Projects Funds	Debt Service Funds	Low/Moderate Income Housing Funds	Special Revenue/Other Funds	Total
Administration Costs	$59,992	$0	$0	$0	$59,992
Professional Services	$11,623	$0	$0	$0	$11,623
Planning, Survey, and Design	$4,580	$0	$0	$0	$4,580
Real Estate Purchases	$0	$0	$0	$0	$0
Acquisition Expense	$0	$0	$0	$0	$0
Operation of Acquired Property	$0	$0	$0	$0	$0
Relocation Costs	$0	$0	$0	$0	$0
Relocation Payments	$0	$0	$0	$0	$0
Site Clearance Costs	$0	$0	$0	$0	$0
Project Improvement / Construction Costs	$1,318	$0	$0	$0	$1,318
Disposal Costs	$0	$0	$0	$0	$0
Loss on Disposition of Land Held for Resale	$0	$0	$0	$0	$0

Redevelopment Agency Of The City Of Del Rey Oaks

Redevelopment Agencies Financial Transactions Report

Statement of Income and Expenditures

Expenditures - Consolidated

Fiscal Year 2011

	Capital Projects Funds	Debt Service Funds	Low/Moderate Income Housing Funds	Special Revenue/Other Funds	Total
	A	B	C	D	E
Decline in Value of Land Held for Resale	$0	$0	$0	$0	$0
Rehabilitation Costs	$0	$0	$0	$0	$0
Rehabilitation Grants	$0	$0	$0	$0	$0
Interest Expense	$0	$0	$0	$0	$0
Fixed Asset Acquisitions	$0	$0	$0	$0	$0
Subsidies to Low and Moderate Income Housing Fund	$0	$0	$0	$0	$0
Debt Issuance Costs	$0	$0	$0	$0	$0
Other Expenditures Including Pass Through Payment(s)	$0	$0	$0	$0	$0
Debt Principal Payments:					
Tax Allocation Bonds and Notes	$0	$0	$0	$0	$0
Revenue Bonds and Certificates of Participation	$0	$0	$0	$0	$0
City/County Advances and Loans	$0	$0	$0	$0	$0
U.S., State and Other Long-Term Debt	$0	$0	$0	$0	$0
Total Expenditures	$77,513	$0	$0	$0	$77,513
Excess (Deficiency) Revenues Over (Under) Expenditures	($90,442)	$0	$0	$0	($90,442)

Redevelopment Agency Of The City Of Del Rey Oaks

Redevelopment Agencies Financial Transactions Report

Agency Long-Term Debt

Fiscal Year 2011

Project Area Name Del Rey Oaks Fort Ord Redevelopment Project

Forward from Prior Year	Yes
Bond Type	City/County Debt
Year of Authorization	2001
Principal Amount Authorized	530,245
Principal Amount Issued	530,245
Purpose of Issue	Redevelopment Program Expenses
Maturity Date Beginning Year	2001
Maturity Date Ending Year	2021
Principal Amount Unmatured Beginning of Fiscal Year	$530,245
Adjustment Made During Year	0
Adjustment Explanation	
Interest Added to Principal	
Principal Amount Issued During Fiscal Year	
Principal Amount Matured During Fiscal Year	9,051
Principal Amount Defeased During Fiscal Year	0
Principal Amount Unmatured End of Fiscal Year	$521,194
Principal Amount In Default	
Interest In Default	

Bond Types Allowed:

Tax Allocation Bonds; Revenue Bonds; Certificates of Participation; Tax Allocation Notes; Financing Authority Bonds; City/County Debt; US;State; Loans; Lease Obligations; Notes; Deferred Pass-Throughs; Deferred Compensation; Other

Redevelopment Agency Of The City Of Del Rey Oaks

Redevelopment Agencies Financial Transactions Report

Agency Long-Term Debt

Fiscal Year 2011

Project Area Name Del Rey Oaks Fort Ord Redevelopment Project

Forward from Prior Year	Yes
Bond Type	Notes
Year of Authorization	2005
Principal Amount Authorized	1,750,000
Principal Amount Issued	849,452
Purpose of Issue	Redevelopment
Maturity Date Beginning Year	2005
Maturity Date Ending Year	2048
Principal Amount Unmatured Beginning of Fiscal Year	$849,452
Adjustment Made During Year	
Adjustment Explanation	
Interest Added to Principal	
Principal Amount Issued During Fiscal Year	
Principal Amount Matured During Fiscal Year	95,044
Principal Amount Defeased During Fiscal Year	
Principal Amount Unmatured End of Fiscal Year	$754,408
Principal Amount In Default	
Interest In Default	

Bond Types Allowed:

Tax Allocation Bonds; Revenue Bonds; Certificates of Participation; Tax Allocation Notes; Financing Authority Bonds; City/County Debt; US;State; Loans; Lease Obligations; Notes; Deferred Pass-Throughs; Deferred Compensation; Other

Redevelopment Agency Of The City Of Del Rey Oaks

Redevelopment Agencies Financial Transactions Report

Agency Long-Term Debt

Fiscal Year 2011

Project Area Name Del Rey Oaks Fort Ord Redevelopment Project

Forward from Prior Year	Yes
Bond Type	Other
Year of Authorization	2004
Principal Amount Authorized	530,245
Principal Amount Issued	530,245
Purpose of Issue	Future Projects
Maturity Date Beginning Year	2004
Maturity Date Ending Year	2021
Principal Amount Unmatured Beginning of Fiscal Year	$59,334
Adjustment Made During Year	
Adjustment Explanation	
Interest Added to Principal	
Principal Amount Issued During Fiscal Year	
Principal Amount Matured During Fiscal Year	
Principal Amount Defeased During Fiscal Year	
Principal Amount Unmatured End of Fiscal Year	$59,334
Principal Amount In Default	
Interest In Default	

Bond Types Allowed:

Tax Allocation Bonds; Revenue Bonds; Certificates of Participation; Tax Allocation Notes; Financing Authority Bonds; City/County Debt; US/State Loans; Lease Obligations; Notes; Deferred Pass-Throughs; Deferred Compensation; Other

Redevelopment Agency Of The City Of Del Rey Oaks

Redevelopment Agencies Financial Transactions Report

Statement of Income and Expenditures - Revenues

Fiscal Year 2011

Project Area Name Del Rey Oaks Fort Ord Redevelopment Project

	Capital Project Funds	Debt Service Funds	Low/Moderate Income Housing Funds	Special Revenue/Other Funds	Total
Tax Increment Gross *(Include All Apportionments)*					$0
Special Supplemental Subvention					$0
Property Assessments					$0
Sales and Use Tax					$0
Transient Occupancy Tax					$0
Interest Income					$0
Rental Income					$0
Lease Income					$0
Sale of Real Estate					$0
Gain on Land Held for Resale					$0
Federal Grants					$0
Grants from Other Agencies	-73,149				($73,149)
Bond Administrative Fees					$0
Other Revenues	60,220				$60,220
Total Revenues	($12,929)	$0	$0	$0	($12,929)

Redevelopment Agency Of The City Of Del Rey Oaks

Redevelopment Agencies Financial Transactions Report

Statement of Income and Expenditures - Expenditures

Fiscal Year 2011

Project Area Name Del Rey Oaks Fort Ord Redevelopment Project

	Capital Project Funds	Debt Service Funds	Low/Moderate Income Housing	Special Revenue/Other	Total
Administration Costs	59,992				$59,992
Professional Services	11,623				$11,623
Planning, Survey, and Design	4,580				$4,580
Real Estate Purchases					$0
Acquisition Expense					$0
Operation of Acquired Property					$0
Relocation Costs					$0
Relocation Payments					$0
Site Clearance Costs					$0
Project Improvement / Construction Costs	1,318				$1,318
Disposal Costs					$0
Loss on Disposition of Land Held for Resale					$0

Redevelopment Agency Of The City Of Del Rey Oaks

Redevelopment Agencies Financial Transactions Report

Statement of Income and Expenditures - Expenditures

Fiscal Year 2011

Project Area Name Del Rey Oaks Fort Ord Redevelopment Project

	Capital Project Funds	Debt Service Funds	Low/Moderate Income Housing	Special Revenue/Other	Total
Decline in Value of Land Held for Resale					$0
Rehabilitation Costs					$0
Rehabilitation Grants					$0
Interest Expense					$0
Fixed Asset Acquisitions					$0
Subsidies to Low and Moderate Income Housing					$0
Debt Issuance Costs					$0
Other Expenditures Including Pass-Through Payment(s)					$0
Debt Principal Payments:					
Tax Allocation Bonds and Notes					$0
Revenue Bonds, Certificates of Participation, Financing Authority Bonds					$0
City/County Advances and Loans					$0
All Other Long-Term Debt					$0
Total Expenditures	$77,513	$0	$0	$0	$77,513
Excess (Deficiency) Revenues over (under) Expenditures	($90,442)	$0	$0	$0	($90,442)

Redevelopment Agency Of The City Of Del Rey Oaks

Redevelopment Agencies Financial Transactions Report

Balance Sheet - Assets and Other Debits

Fiscal Year 2011	Capital Projects Funds	Debt Service Funds	Low/Moderate Income Housing Funds	Special Revenue/Other Funds	General Long-Term Debt	General Fixed Assets	Total
Assets and Other Debits							
Cash and Imprest Cash	412						$412
Cash with Fiscal Agent							$0
Tax Increments Receivable							$0
Accounts Receivable	772,063						$772,063
Accrued Interest Receivable							$0
Loans Receivable	0						$0
Contracts Receivable							$0
Lease Payments Receivable							$0
Unearned Finance Charge							$0
Due from Capital Projects Fund							$0
Due from Debt Service Fund							$0
Due from Low/Moderate Income Housing Fund							$0
Due from Special Revenue/Other Funds							$0

Redevelopment Agency Of The City Of Del Rey Oaks

Redevelopment Agencies Financial Transactions Report

Balance Sheet - Assets and Other Debits

Fiscal Year 2011	Capital Projects Funds	Debt Service Funds	Low/Moderate Income Housing Funds	Special Revenue/Other Funds	General Long-Term Debt	General Fixed Assets	Total
Investments	0						$0
Other Assets	0						$0
Investments: Land Held for Resale	0						$0
Allowance for Decline in Value of Land Held for Resale							$0
Fixed Assets, Land, Structures, and Improvements						12,145,674	$12,145,674
Equipment							$0
Amount Available in Debt Service Fund							$0
Amount to be Provided for Payment of Long-Term Debt					1,334,936		$1,334,936
Total Assets and Other Debits	$772,475	$0	$0	$0	$1,334,936	$12,145,674	$14,253,085

(Must Equal Total Liabilities, Other Credits, and Equities)

City of Del Rey Oaks

Redevelopment Agency

Due Diligence Report

Section Eight

Notes

Notes

1. Our intention has been to include all documents that have been requested or recommended as part of the dissolution of Development Agency Due Diligent report. In some cases we have omitted recommended documentation that is not relevant to the City of Del Ray Oak Redevelopment Agency.

   If after review of the enclosed report, you are in need of additional information to clarify or support a position, please let us know and we will forward the information upon your request.

2. A RDA Asset Transfer Review (see Section 2A for complete details) was conducted in early November of 2012. The scope of the review covered the period January 1, 2011 through January 31, 2012. The purpose was to ascertain the validity of any asset transferred.

   Findings were limited. The Fort Ord property, APN#031-191-011 was transferred on 1/31/2011 to the City of Del Rey Oaks. The deed of this property will need to be transferred to the Del Rey Oaks Successor Agency. The City is in the process of making the changes needed to be in compliance.

3.) During the period between July 1, 2011 and the Assets Transfer, January 31, 2012, there were no transactions complete, either revenue or expense based.

Summary of Proposal for Lease of Driving Range Property as submitted by Topes Sustainable Garden Center

- Lease term desired: 10 -15 years at $2500-4500/mo
- General Use of Property: Garden Services and Retail Landscape Supplies
- History in Business: Currently successful in Monterey and has outgrown existing facility
- Hours of Operation: 730am – 5 pm M-F and Sat 8am – 4pm Seasonally on Sunday 9am – 2pm
- Full time # employees: 2

General Comments: This use would have minimum impacts and would produce revenue in the form of Lease Revenue and Sales Tax Revenue.

BOARD OF DIRECTORS
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VICE CHAIR

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MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

Home of the Last Chance Mountain

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GENERAL MANAGER/
DISTRICT ENGINEER

TIMOTHY S. FLANAGAN
ASST. GENERAL MANAGER

RICHARD SHEDDEN, P.E.
SENIOR ENGINEER

ROBERT WELLINGTON
COUNSEL

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CITY OF DEL REY OAKS
CITY CLERK

MEMORANDUM

DATE January 7, 2014

TO: Del Rey Oaks City Council

FROM: Dennis Allion

SUBJECT: Highlights of December 20, 2013 Regular Board Meeting

The highlights of the meeting are as follows:

1) Under consent, the Board approved an amendment to the General Manager's employment contract.

2) Ms. Renee Ostrander, Assistant Division Chief for the Customer Account Services Division of the California Public Employees Retirement System (CalPers), provided the Board with a presentation regarding the Public Employee Pension Reform Act of 2013 (PEPRA) and its effect to the District. She advised that information can also be found on their website at www.calpers.ca.gov.

3) A revised Request for Proposals (RFP) for a Countywide Study, and Agreement to participate in the County-wide process, was reviewed and approved by the Board. The study is expected to provide information to improve the waste management system countywide for the betterment of all jurisdictions.

4) Staff reported on District production of biogas and use of compressed natural gas (CNG) for fleet vehicles. With the potential to be able to provide CNG fuel to fleet vehicles, such as for trucks of the franchised garbage haulers, staff believes that it is prudent that a feasibility analysis for the development of a refuse collection truck parking, maintenance, a CNG fueling station, and general office facility, be conducted. The Board authorized staff to conduct a feasibility analysis.

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

Dennis Allion, Chair
Monterey Regional Waste Management District

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