



# CITY OF DEL REY OAKS

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## AGENDA REGULAR MEETING OF THE CITY OF DEL REY OAKS CITY COUNCIL TUESDAY, DECEMBER 16, 2014 AT 6:00 P.M. CHARLIE BENSON MEMORIAL HALL, CITY HALL

1. 6:00 P.M. - ROLL CALL – *Council*

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. November 18, 2014 City Council Meeting
2. November 12, 2014 Draft Planning Commission Meeting

B. MONTHLY REPORTS:

1. Claims, November 2014
2. Unpaid Bills Detail, All
3. Financials, November 2014 vs. November 2013
4. Fire Department Response Report, November 2014
5. Police Activity Report, November 2014

C. MISCELLANEOUS

1. 2015 City Council and Planning Commission Calendar of Meetings
2. 2015 Regional Agencies Boards & Committees Representatives Appointment List

**5. OLD BUSINESS: None**

**6. NEW BUSINESS**

- A. Consider Resolution 2014-14, A Resolution of the City Council of the City of Del Rey Oaks Authorizing the City Manager to Execute an Agreement with Tim Meroney for Building Inspection and Plan Review Services.
- B. Consider Resolution 2014-15, A Resolution of the City Council of the City of Del Rey Oaks Authorizing the City Manager to Execute an Agreement with Mike Rachel for Building Inspection Services
- C. Consider Resolution 2014-16, A Resolution of the City Council of the City of Del Rey Oaks Authorizing the City Manager to Execute a Lease Agreement with Del Rey Oaks Garden Center
- D. Consider Resolution 2014-17, A Resolution of the City Council of the City of Del Rey Oaks canvassing the November 4, 2014, General Election for Measure R, Local Transactions and Use Tax
- E. Consider Resolution 2014-18, A Resolution of the City Council of the City of Del Rey Oaks Authorizing the City Manager to Execute Agreements with the State Board of Equalization for Implementation of a Local Transactions and Use Tax
- F. Consider Resolution 2014-19, A Resolution of the City Council of the City of Del Rey Oaks canvassing the November 4, 2014, General Election for Two City Council seats and the Mayor's Seat
- G. Recognition of Council Member Cecilio

**7. STAFF REPORTS:**

- A. City Manager Report

**8. MAYOR AND COUNCIL REPORTS**

**9. CORRESPONDENCE:**

**A.** Awards presented to Officer David Olmos in recognition of his participation in the 1984 State Championship for Baseball:

1. Certificate of Recognition from the California State Assembly presented by Assemblymember, 30<sup>th</sup> District, Luis A. Alejo
2. Certificate of Achievement from Hartnell Athletics Hall of Fame

**B.** Letter from Seaside Police Chief to Chief Ron Langford

**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.

**A.** Conference with Legal Counsel – Anticipated Litigation

- 1) Claim against City with Significant exposure to litigation pursuant to subdivision (b) of Section 54965.9: 1 case

**11. SET NEXT MEETING DATE:** Establish Tuesday, **January 27, 2015**, at 6:00 P.M. as the date and time of the Council's next regular meeting.

**Note:** The meeting date is one week earlier than the regular meeting date because of the holiday.

**12. 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.**

**CITY OF DEL REY OAKS CITY COUNCIL REGULAR MEETING CONVENED  
AT 6:00 P.M. ON TUESDAY, NOVEMBER 18, 2014 IN THE CHARLES BENSON  
MEMORIAL HALL, CITY HALL**

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**Present:** Council Member Ventimiglia, Cecilio, Allion, Vice Mayor Clark, and Mayor Edelen

**Absent:** None

**Also present:** City Attorney Trujillo, City Manager Dawson and Deputy City Clerk Carvalho

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

**PLEDGE OF ALLEGIANCE:** Led by Vice Mayor Clark

**PUBLIC COMMENT:** None

**Mayor Edelen:** Made a change in the order of the agenda to accommodate the tight schedule of William Merry, Monterey Regional Waste Management District. Item 6.A. Resolution 2014-13 will be heard first.

The Council considered **ITEM 6.A.**, Consider Resolution 2014-13, A Resolution approving amendment to Joint Exercise of Powers Agreement for Monterey Regional Waste Management Authority. Presentation by: William Merry, General Manager MRWMD

**Mayor Edelen:** Introduced William Merry, General Manager MRWMD.

**William Merry:** Proposing the new franchise agreements with this there would be improvements to the infrastructure and primarily to the Materials Recovery Facility (MRF) where they recycle 30% of all material coming into the district. The equipment is old and needs to be replaced and upgraded, and secondly propose to park trucks at the facility and to fuel the trucks with compressed natural gas. That total capital project is 30 million and since there is no debt at the district they would incur new debt. They are putting together the financing packet. This is an amendment to the JPA.

**Mayor Edelen:** Paragraph 7.02, are we giving up control of where our recyclables go?

**William Merry:** It is the City's decision where the blue bin goes. In a year after the MRF is upgraded then they will ask them to bring the blue bin to the district.

**Motion to approve:** Council Member Ventimiglia

**Second:** Council Member Clark

**Public comment:** None

**Vote:** 5-0

**CONSENT AGENDA:**

A. Minutes

1. October 28, 2014, City Council Meeting
2. October 8, 2014, Planning Commission Meeting

**B. Monthly Reports:**

1. Claims, October 2014
2. Unpaid Bills Detail All
3. Financial reports October 2014/Comparison to October 2013
4. Fire Department Response Report, October 2014
5. Police Activity Report, October 2014

**Motion to approve:** Council Member Clark

**Second:** Council Member Cecilio

**Public comment:** None

**Vote:** 5-0

**OLD BUSINESS:**

**OPEN PUBLIC HEARING**

The Council considered ITEM 5.A., Consider Ordinance 279, An Ordinance of the Council of the City of Del Rey Oaks Adding Chapter 4.00, Titled Medical Cannabis Dispensaries to the Del Rey Oaks City Municipal Code. (*Second Reading*)

**Mayor Edelen:** Asked for Council questions.

**Vice Mayor Clark:** Think it's very important to listen to our citizens and not all the residents outside the city. Stated we are a family community and we need to set an example for our kids and grandkids.

**Council Member Allion:** How will people even know this is there. What type of signage?

**City Manager Dawson:** Signage to match existing signage already down there but no flashing lights etc.

**Council Member Allion:** National report states as perception of risk goes down, risk of abuse goes up. Apologized if he came across as emotional at the last meeting. Wants to focus on the education of young people and to divert some of the profit to youth education and wants to have more discussion of how we would do that. Important to address concerns. Reiterate his understanding that in the absence of freedom is the intervention of government. This allows some freedom to service their clientele and it is the City's responsibility to control the rules? The ordinance is very clear that we will not be making this available to the young people. Believes we have a good ordinance.

**Mayor Edelen:** Will agendize the educational aspect down the road

**City Manager Dawson:** Page 9. E13A Language added about any profit generated will go to preventing youth drug abuse.

**City Council Allion:** Agrees with the Mayor that additional language should be added.

**Public Comment**

**Eddie Hadcock, Salinas:** Thanked the council. Stated he is in long term recovery celebrated 15 years yesterday. He was a long term meth and heroin user and it started with marijuana use. Very glad to hear education is part of it. He believes that youth will be hanging around it when it

opens. Asked that when allocating funds for prevention to think about Sun Street Centers for funding also.

**Ms. Taukeman, Monterey and Sun Street Centers:** Will this open the houses to marijuana grows? They find that that easier it is for adults to get it the easier is it for youth to get it. Felt more time should have been spend in researching this item and bringing it before the public.

**Maria Le Morales, Director of Drug and Alcohol Program at Sun Street Center:** Please consider Sun Street Centers for funding and other youth organization.

**Mayor Edelen asked for a motion to wave the reading of the ordinance:**

**Council Member Ventimiglia so moved.**

**Second: Council Member Allion**

**Vote: 4-1 (Clark)**

**Motion to adopt ordinance 279: Council Member Cecilio**

**Second: Council Member Ventimiglia**

**Council Member Allion:** We did spend a considerable amount of time investigating this item, thanked the staff and Planning Commission

**Mayor Edelen:** Called for a roll call vote

**Council Member Ventimiglia: Aye**

**Council Member Cecilio: Aye**

**Council Member Allion: Aye**

**Vice Mayor Clark: No**

**Mayor Edelen: Aye**

**Motion passed: 4-1**

#### **NEW BUSINESS:**

The Council considered **ITEM 6.B. Consider Employee Recognition: A One-Time Award to Non-Exempt Employees' Compensation Time Benefit**

**City Manager Dawson:** Stated that we did have this without much notice last time and Vice Mayor Clark asked that this be agendized appropriately. We got a one-time infusion of cash from the sale of the property. This will be for all staff with the exception of himself and the Chief. This will have a non-effect on the budget because \$30,000 of his salary will be covered by the new developers.

**Council Member Allion:** This is a budget neutral item. Applaud the City Manager for his efforts to recognize the staff. Stated he is in favor.

**Vice Mayor Clark:** Stated she just wanted transparency and thought it should be more clear.

**Council Member Cecilio:** Well deserved, stating he owns his own business and you have to take care of your employees.

**Council Member Ventimiglia:** Agrees with Council Members.

**Motion to approve: Council Member Ventimiglia**

**Second: Council Member Cecilio**

**Public comment: None**

**Vote: 5-0**

## **STAFF REPORTS:**

**City Manager Dawson:** Attended Airport Master Plan committee. The FAA required modifications at the airport are still happening, the airport access points are varied. Last 2 public work shops will be listed on their website.

**Council Member Ventimiglia:** What is the castle type structure?

**City Manager Dawson:** That is the runway structure improvements required by the FAA. Tom Greer will be retiring in July. Attended Planning Commission on the 12<sup>th</sup>. The Planning Commission approved the Topes project to come back to the City Council on the 16<sup>th</sup>. Rural admin meeting attended. Election results are in and there will be a new team member on the council and has mixed emotion about losing Council Member Cecilio. The sales tax passed with 65%. Attended the Civil Grand Jury, MBASIA, and he will be an evaluator for the consultants for a new 911 system. They need to be more competitive and municipal finance will have a convention here.

## **MAYOR AND COUNCIL REPORTS**

**Council Member Allion:** MOU will become an MOA regarding groundwater replenishment the farmers and agency have come to an understanding. Source waters will be replaced in the Seaside aquifers and feels the ground water will be done before the desal. William Merry will be retiring in 6 months. He's been there 28 years at the district. He will be in Europe for the birth of his grandchild. Will miss the meeting in December and took the chance to say it's been an honor to sit next to Cecilio all these years.

**Council Member Cecilio:** Attended Seaside Sanitation and Mosquito Abatement but nothing to report.

**Vice Mayor Clark:** Attended MST and the 1/8% tax went through and this will really help the seniors, disabled and veterans.

**Council Member Ventimiglia:** Attended AMBAG which was quite informative. Financial report was done. Hayashi and Wayland did their audit and noted that GASB 68 rules are changing. Where current liabilities have to be noted relating to CalPERS.

**City Manager Dawson:** How will the transition with the new council member change in the committee assignments?

**Mayor Edelen:** The new member will take Council Member Cecilio's positions unless someone wants to change.

**Council Member Cecilio:** Wants to stay on the mosquito abatement as a resident and is assigned to it until 2018.

**Mayor Edelen:** Agreed. Attended FORA where the lawsuit with Marina was won on Preston Park for 35 million dollars. Water Peninsula Water Management Authority will be sending us a rebate of \$2,500 because they have been really frugal this year.

**Council Member Allion:** Would like to understand why the highest paid public servant in Monterey County who is Mr. Houlemard got a raise?

**Mayor Edelen:** It's a merit incentive for him to stay, it's not a raise. It seems he is making a lot of money but he needs incentive to stay on board until FORA ends. He's secured a lot of funding for

FORA. He's a public servant and by nature they should not make much. The attempt was made to have a merit increase but it was not in his contract. He combined the contract, then had an evaluation last year, and that's when the merit increase was discussed. The percentage increase will be discussed.

**Council Member Alloin:** Stated that this came up at Water Pollution and Waste Management meetings where William Merry's and Kieth Isreal's compensations were being discussed and Michael Houlemard's salary jumped out as the highest.

**CORRESPONDENCE:** None

**CLOSED SESSION:**

**Mayor Edelen:** Opened public comment for the closed session item.

**Public Comment:**

**Brad Slama, Monterey Peninsula Partners:** Stated that any chance he gets to evaluate the City Manager he's going to. He is never late, keeps his word, making this deal was not easy and stated he navigated the waters really well. He's pushing the envelope in going forward. His knowledge is invaluable. Gives him an A! Stated they are pushing through the process and should have some kind of a site plan by February.

**Mayor Edelen:** Announced we will have closed session at 5 p.m. next week prior to the regular meeting at 6 p.m.

**6:52 p.m.:** Adjourned for a brief recess prior to closed session

**6:58 p.m.:** Convened into closed session

**7:10 p.m.:** Adjourned from Closed session and reported out the following:

**City Manager Dawson:** The item under closed session was discussed and will be continued until 5 p.m. on the 16<sup>th</sup>. There was no action taken.

**7:14 p.m.:** Adjourned to the next regular meeting to be held on Tuesday, December 16<sup>th</sup> 2014 at 5:00 p.m.

**Attest:**

**Date:**

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**DRAFT**

**REGULAR MONTHLY MEETING DEL REY OAKS PLANNING  
COMMISSION WEDNESDAY, NOVEMBER 12, 2014 AT 6:00 P.M.  
CHARLIE BENSON MEMORIAL HALL**

**Present:** Commissioner Reikes, Goetzelt, Jaksha, Weir, Hayworth, Green and  
Chairman Gaglioti

**Absent:** None

**Also Present:** City Manager Dawson, City Attorney Trujillo and Deputy City Clerk  
Minami

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

The Commission considered **ITEM 3.A.**, Planning Commission Meeting Minutes,  
October 8, 2014

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

*No comments*

*7-0*

**PUBLIC COMMENT:**

None

**BUILDING REPORT:**

The Commission accepted **ITEM 5.A.**, Building Activity Report, Oct. 2014

**NEW BUSINESS:**

None

**OLD BUSINESS:**

<b>Applicant's Name:</b>	Mark Bordonaro/Frank Lucido
<b>Business Owner's Name:</b>	Andy Tope/ Tope's Sustainable Garden Center
<b>File Number:</b>	ARC#14-02&CUP#14-08
<b>Site Location:</b>	899 Rosita Rd, at end of Angelus Way
<b>Planning Area:</b>	APN# 012-551-006
<b>Environmental Status:</b>	Draft Initial Study – Negative Declaration

**Project Description:** The applicants are requesting an Architectural Review and a Conditional Use Permit to remodel two existing buildings, upgrade and landscape the grounds, and operate Tope's Sustainable Garden Center. The proposed project would take place on a 1.96-acre portion of the former Del Rey Oaks Driving Range Property.

**Chairman Gaglioti and Commissioner Jaksha** step down, they both own house's 500 feet from proposed project.

**Commissioner Weir** takes over as Vice Chair for this item.

**Frank Lucido, Applicant:** Revised application, much smaller than the original plan, it's now less than 2 acres. The Topes Family wants to be a part of the business community and work with all of the concerns that they heard at the last meeting. Response to letter from two DRO residents and one Monterey Resident. Most information is simply not true. There is one zoning map and it's an overlay. (shows map) The property is zoned as C1V, Commercial Visitor Overlay and it's part of park land. The zoning has been the same for over 30 years. The Application shows where project will be and where it's won't be. Less disturbance, the better. Animal's will not be displaced with the new plan.

**Josh Harwayne, DDA:** Initial Study is available at all locations that it's legally required to be, and a biologist report wasn't necessary for this smaller project.

**Commissioner Green:** Still needs further information about map.

**City Manager Dawson:** The area is a subcategory of the zoned park area. Regarding the letter, the project is well within the "other municipal purpose". Explains the map.

**Rolf Langland, Resident:** *from seat in the back:* Any park in the city is zoned "P"?

**City Manager Dawson:** Yes.

**Vice Chair Weir:** Asked for one person at a time to speak and there will be a time for public comment.

**City Attorney Trujillo:** Government code 25515 states that The Legislature finds that cities and counties are faced with critical revenue shortages and a need for additional revenue sources. The Legislature finds that counties own property can be developed into commercial, industrial, and cultural uses, to provide a means to produce additional revenue sources for the benefit of the City.

**Frank Lucido, Applicant:** Amount of employees will be the same, again the statement in the letter is simply not true. Employee's may vary and some might be part time, depending on season. The noise that will be generated by this business will be no different than lawn mowers, leaf blowers, trucks, motorcycles in the city every day. Lots of home based commercial business in residential neighborhood throughout the City. Provide landscaping and gardening supplies to the community at affordable rates, and the yards around here need help.

**Dan Dawson, City Manager:** This company listened to the concerns of the residents, they hired Frank Lucido and sized down the project considerably.

**Frank Lucido, Applicant:** After last meeting went back to Mr. Tope and informed him of the items of concern and how expensive it would be and he said to do it, he listened to the people. Now he has done everything that the people asked for, some of the people still don't like it. It's hard to hit a moving target.

**Commissioner Green:** Didn't see boundaries markers, but saw orange markers. Can people still walk along the trail?

**Frank Lucido, Applicant:** If you can walk now, that won't change. The boundaries this will be part of the lease agreement, they weren't marked. Just the architectural changes were flagged.

**City Manager Dawson:** A public easement maintained by Topes will be part of the agreement.

**Commissioner Hayworth:** Were postings done in a timely manner?

**City Manager Dawson:** Posted everywhere required, in the packet and on line. Applicants have gone above and beyond.

**Commissioner Hayworth:** Limited access to the rest of the City property.

**City Manager Dawson:** Mostly wetlands, very expensive to mitigate and has strong indication from City Council to keep it as is.

**Commissioner Hayworth:** Customers and days of the week?

**Frank Lucido, Applicant:** The projection is no more than when the driving range was in business. Plenty of room for parking and turn around area. Have to check with C.O.P.

**Marc Bordonaro, Applicant:** Monday through Thursday are the busy commercial days and Saturday is the busy residential day.

**Commissioner Green:** Difficult to envision boundaries of lease area.

**Frank Lucido, Applicant:** Explains where project would be on the map. And rest assured there will be public access.

**City Manager Dawson:** As a Planning Commission you can make it a condition of the use permit.

**Frank Lucido, Applicant:** Mr. Topes is willing to do that.

**Commissioner Hayworth:** Lighting?

**Frank Lucido, Applicant:** All within the cities lighting requirement and will not be any nuisance to the surrounding area. Will be much better than when it was a golf driving range.

**Commissioner Reikes:** What is the cut out at the top of drawing next to tennis courts?

**Frank Lucido, Applicant:** We stayed out of that area because that was what we were asked to do.

**Commissioner Reikes:** Two generators in the City, what are they for? Are they maintained?

**City Manager Dawson:** Seaside Sanitation, emergency generators. The City has a City Council person on the Seaside Sanitation Board.

**Commissioner Goetzelt:** What kind of trees and why remove?

**Frank Lucido, Applicant:** Eucalyptus. Mostly because of sewer lines, and entrance to business. Trying not to remove, but can't avoid some removal. They are also going to shape and manicure to help the life of the tree and to help to be a sound buffer.

**Vice Chair Weir:** Mentions the letters that were submitted. One from Monterey Bay Unified Air Pollution Control District regarding pollutants that may be disturbed during construction. One from concerned residents that Frank Lucido referred to at the beginning of the meeting.

**Frank Lucido, Applicant:** The pollutants from the old buildings will be mitigated during the plan check and building permit phase of the project.

**PUBLIC COMMENT:**

**Rolf Langland, 996 Paloma Rd:** Lease item was removed from City Council Agenda with no notice. Were the issues with the wetlands recently “discovered”, because there have been projects brought to the Council and Commission that were bigger than this one and the wetlands were never mentioned? Discovered 1.97 acres? Map of where the wetlands are located?

**Frank Lucido, Applicant:** The 1.97 acres were “identified”. This project is outside of the wetlands, because it was “identified” not discovered by DDA and they modified the project.

**Rolf Langland:** Was the other project in the wetlands?

**Frank Lucido:** Part of it was, yes.

**Rolf Langland:** Did you know?

**Frank Lucido:** Yes, we knew and had a plan for migration.

**Rolf Langland:** What is the difference from this land and surrounding area? Since this was identified as outside the wetlands, what’s outside of the boundry?

**Frank Lucido:** As long as this project is outside the wetlands, it really doesn’t matter.

Presenting the map from City Hall, and explains it. Would be glad to answer questions, one at a time.

**Rolf Langland:** The City municipal code doesn’t have a provision for C1V, park land.

**Frank Lucido:** That was addressed earlier in the meeting.

**Vice Chair Weir:** It’s getting argumentative.

**Rolf Langland:** Not receiving answers to questions. (Asks again about the zoning map)

**Frank Lucido:** This is the reason it’s difficult to meet the needs of the people. All questions are answered.

**Rolf Langland:** Official zoning map, from general plan? Where’s the C1V parkland on this one, it’s on the other map. Where’s the official map!

**Frank Lucido:** Right here (pointing to the map) we have answered your questions. The 1.97 acres is not on the zoning map because it hasn’t been developed as of yet. The map is from 1984, at least.

**Rolf Langland:** Any proposed project on parkland in City will be considered.

**Vice Chair Weir:** It would come to Planning Commission and handle like any other proposed project in the City. Maybe need to have a better copy of the zoning map.

**Frank Lucido:** It’s an over lay map, looks different.

**Kim Svetich-Will, 57 Melway Circle:** Reads her letter into record and appreciates the downsizing of the project. Neg Dec, zoning isn’t clear and seems like there is a zoning change. Spirit of the deed, the golf range went along with the deed and municipal use. Wants clarification about traffic, because it wasn’t addressed. Any business will add to the noise from hwy 218. Hours and days of operation aren’t clear in application.

Concerned for the residents of Rosita Road. Wants the Commission to tour it together and to visit some homes surrounding the project to see it from a different view. Page 18 of the Draft Initial Study, about Storm water requirement and acreage disturbed.

**Frank Lucido:** Less than one acre will be “disturbed” and under the amount allowed. The project is Topes Sustainable Garden Center, no chain saws or tree service at this location, will be a good partner. The reason that chain saws are mentioned is because of the repair shop. Trying hard to address all of the issues. Years of golf balls and bright lights at night.

**George Jaksha, 1130 Rosita:** Owns the house that overlooks the property. People don’t want anything built there, the applicants are bending over backwards to be accommodating to everyone. If folks don’t want anything down there, then lease it from the city and leave it alone.

**Shelly and Craig, Residents of 29 Ralston Dr. Monterey:** Bought home in December of 2013. Their house overlooks the “saw shop” and doesn’t want to hear noise from equipment. Shows picture to Commission of how close it is to their back yard. Clearly hears voices in her house from the canyon now and it will be much louder. No flood lights! Hours of operation? Not enough parking for employees and public. Huge difference between truck delivering materials and residential shoppers and traffic. Application is too vague, no specific days and times and lacks details. What are the terms of the lease?

**City Manager Dawson:** There will be no project until a lease is approved by the City Council.

**Frank Lucido:** The days and times weren’t finalized until getting feed back from this meeting and the City. Monday through Saturday and some Sunday’s. Everyone wants different hours and we will follow what the City wants and allows. They want to be a good partner.

**Chris Palma, 854 Portola Drive:** People of Portola hear more than anyone, wants the Commission and applicant to tour his house to hear the noise. Why no traffic study? Chippers? Industrial application in a residential area? How will the chips get to the bay? Not a good use.

**Mark Bordonaro:** No chippers on this project, still in discussion with the City Manager about different location for that part of business. Chips will be brought in.

**Vice Chair Weir:** Explains that studies were performed.

**Chris Palma, 854 Portola Drive:** By a company hired by the applicant?

**Vice Chair Weir:** No, by the City.

**Frank Lucido:** Once the trees are manicured, the noise will be buffered.

**Vice Chair Weir:** All the necessary studies have been done and are available to review.

**Josh Harwayne, Denise Duffy and Assoc:** Explains the process of the Negative Declaration and when a full study is necessary and when it’s not. It wasn’t necessary for this application.

**Pat Lintell, 860 Rosita Rd.:** Why moving business from Monterey?

**Mark Bordonaro:** Location too small and it’s on a one way street.

**Pat Lintell:** Wet lands, under 2 acres code restriction?

**City Attorney Trujillo:** There are no restrictions with this application.

**Frank Lucido:** Assures everyone there are no shenanigans’ going on, it’s just the way it fell, with the project outline and the wet lands.

**Pat Lintell:** City needs to control the land. Doesn’t like the wording in the application regarding the hours of operation. When will the large trucks be on the road, what time and the Hwy 218 is going to be much worse. More stop signs are needed. Concerned about the noise. Objects to the large trucks. Wants a traffic study, doesn’t understand how the Commission can

approve without a study and answers to all of these questions. Noise will be unacceptable on both sides of Hwy 218 on a daily basis. There needs to be a corridor that the City has control over, like around the dog park.

**Frank Lucido:** Have addressed all of the issues with studies prepared by Denise Duffy and will work with city staff regarding hours of operation and put restrictions on the delivery trucks. There is a Church and Pre-school down there which are also commercial use and we will respect them and be good neighbors. When it comes to light and noise, we will use both the Municipal Code and common sense. Apologizes for losing his composer earlier.

**John Gaglioti, 864 Portola Drive:** CEQA is a double edge sword because the traffic and noise doesn't meet the requirements as shown in the Draft Initial Study. Meet with all concerned and this project **drastically** reduces noise, lights and traffic. No Wilson Way needed. Thinks the project is good and likes that the applicant listened to the concerns and down side project considerably. Always been commercial use. Has lived for more than 40 years in the house overlooking this land, has a love/hate relationship with this land. Dealt with years of bright lights and broken windows from the golf balls. Land looks horrible now and this project will make it look good. Good use of land. Asks for clarification from Josh.

**Josh Harwayne, DDA:** According to Cal-Trans data from Hwy 218 and the general plan for the City this project. 15000 cars that use 218 now and this project will have **very insignificant** increase on the traffic flow. Study didn't meet the thresh holds for CEQA.

Ambient sound next to a highway, must be a **very significant** noise to make more noise than what is there already. If chain saws are going all day, every day: very different than the proposed repair of equipment. Not significant to require more studies, than what was preformed.

**Kim Svetich-Will:** There needed to be a traffic study done on Rosita not just Hwy 218. Was the study done for a flat plane or canyon, makes a huge difference.

**Commissioner Goetzelt:** In favor of the smaller project in general. City needs to keep a strict easement for foot access for public use and keep Wilson Way for City use only. Would like to have a traffic study of intersections of Angelus and Rosita and 218 going uphill turn, it's already dangerous and not sure what will happen once the project is built.

**Commissioner Reikes:** In favor of the project. Old business had traffic, coming and going. All neighbor hoods have big trucks with back up beepers delivering and driving up and down the street during the day and into the evening. Dog's go crazy barking in the neighborhood because the UPS truck, every day. The decibel levels will not be different in this neighborhood than others. The City has a noise ordinance.

**Commissioner Hayworth:** Thanks both the applicant and the public. In favor of project once the hours of operation are settled. The "saw shop" name is an issue, and location might be a problem, can it be moved? Truck size? Easement will need to be big enough for a vehicle to have access to property. In favor of the current hours and would like to put into the something in the lease agreement for the easement.

**Mark Bordonaro:** The hours in Monterey are Monday through Friday 7:30am-5:00pm, Saturday 7:30am-12:00pm and open 6 Sunday's a year.

**City Manager Dawson:** The Commission can decide on the hours tonight and make it a condition of the decision or leave it up to staff.

**Commissioner Green:** Main concern is the intersection of 218 and Rosita Rd, not as easy Trucks to get on the highway. Still confused about the zoning because it's zoned as "P", but on the application for "C1V". Basically really likes the project, just wants clarification on the zoning.

**Commissioner Hayworth:** Can the vendors and bigger Topes trucks make deliveries at specific times and routed to the east, when Safeway was built out the Commission made those conditions on deliveries.

**Vice Chair Weir:** Dramatic change from the first application and likes it. Going to be beautiful and better than it's ever been. Very clear that the applicant listened to the concerns from the first meeting and made appropriate changes.

**Motion by Commissioner Reikes to approve ARC #14-02 & CUP#14-08 with the conditional approval that an easement wide enough to fit a truck be maintained, amended by Commissioner Hayworth for hours to be set: Monday through Friday 7:30 - 5:00, Saturday 7:30 – noon and limited to 12 Sunday's a year, seconded by Commissioner Hayworth.**

**No public comment was received.**

**Motion passed 5-0**

**Chairman Gaglioti and Commissioner Jaksha return to the dais.**

#### **ANNOUNCEMENTS/COMMENTS:**

**Commissioner Hayworth:** Good to see all sides of the community.

**City Manager Dawson:** Important for the Commission to know that the staff hires consultants such as Denise Duffy and Associates that know the CEQA laws and work for us and the residents of the City. Explains the CEQA process and Hwy 218.

Not appropriate to question the study.

**Commissioner Jaksha:** Wishes that the public wouldn't leave, because they needed to hear about the consultants.

**Commissioner Weir leaves, has to go home 8:08pm**

**Commissioner Goetzelt:** Will miss the next two City Council Meetings.

**NEXT MEETING:** Wednesday, December 10, 2014 at 6:00 p.m.

**8:10 p.m. Meeting Adjourned**

**Approved:**



**CITY OF DEL REY OAKS**  
**Claims Report**  
November 2014

	Date	Num	Name	Memo	Amount
<b>AFLAC</b>					
	11/13/2014	14546	AFLAC	NOV 14 EMPLOYEE PAID PREMIUM INV. 09900	281.80
Total AFLAC					281.80
<b>AMERICAN LOCK &amp; KEY</b>					
	11/13/2014	14547	AMERICAN LOCK & KEY	BAL. OF INV. 26835	70.74
Total AMERICAN LOCK & KEY					70.74
<b>AMERICAN SUPPLY COMPANY</b>					
	11/13/2014	14548	AMERICAN SUPPLY COMPANY	INV.0096429-PARK BATHROOM SUPPLIES	95.37
Total AMERICAN SUPPLY COMPANY					95.37
<b>Andy Ciandro</b>					
	11/13/2014	14549	Andy Ciandro	Refund Park Reservation	100.00
Total Andy Ciandro					100.00
<b>AT&amp;T CAL NET 2</b>					
	11/13/2014	14550	AT&T CAL NET 2	PHONE 8/19/14-9/18/14	232.52
Total AT&T CAL NET 2					232.52
<b>BOUND TREE</b>					
	11/13/2014	14551	BOUND TREE	MEDICAL SUPPLIES INV. 96298537	70.62
Total BOUND TREE					70.62
<b>CAJPA</b>					
	11/13/2014	14552	CAJPA	INV. 7440198	350.00
Total CAJPA					350.00
<b>CALIFORNIA-AMERICAN WATER</b>					
	11/13/2014	14553	CALIFORNIA-AMERICAN WATER		906.55
Total CALIFORNIA-AMERICAN WATER					906.55
<b>CARVALHO, KIMBERLY R</b>					
	11/13/2014	14544	CARVALHO, KIMBERLY R	Wellness Benefit	75.00
Total CARVALHO, KIMBERLY R					75.00
<b>CHEVRON</b>					
	11/13/2014	14554	CHEVRON	OCT. AND NOV. 2014 FUEL	1,970.66
Total CHEVRON					1,970.66

**CITY OF DEL REY OAKS**

**Claims Report**

November 2014

	Date	Num	Name	Memo	Amount
<b>CHRISTINA M. TRUJILLO, ATTORNEY AT LAW</b>					
	11/13/2014	14555	CHRISTINA M. TRUJILLO, ATTORNEY AT LAW	LEGAL SERVICES SEPT. 1-30, 2014	1,250.00
Total CHRISTINA M. TRUJILLO, ATTORNEY AT LAW					1,250.00
<b>CITY OF MONTEREY</b>					
	11/13/2014	14556	CITY OF MONTEREY	INV. 61835 AUG 2014 INSPECTION COSTS	1,482.54
Total CITY OF MONTEREY					1,482.54
<b>CITY OF SEASIDE</b>					
	11/13/2014	14557	CITY OF SEASIDE		41,660.72
Total CITY OF SEASIDE					41,660.72
<b>CO-POWER</b>					
	11/13/2014	14558	CO-POWER	NOV 14 DELTA DENTAL PREMIUM	1,781.96
Total CO-POWER					1,781.96
<b>COMMUNITY HOSPITAL OF MTY</b>					
	11/13/2014	14559	COMMUNITY HOSPITAL OF MTY		60.00
Total COMMUNITY HOSPITAL OF MTY					60.00
<b>COMMUNITY HUMAN SERVICES</b>					
	11/13/2014	14560	COMMUNITY HUMAN SERVICES	JPA 2014-15	3,300.00
Total COMMUNITY HUMAN SERVICES					3,300.00
<b>DEPT OF CONSERVATION</b>					
	11/13/2014	14561	DEPT OF CONSERVATION	snip fee's for 1/1/14-3/31/14	19.29
Total DEPT OF CONSERVATION					19.29
<b>FEDEX</b>					
	11/13/2014	14562	FEDEX	SHIPPING PAPERWORK FOR GRANT	48.18
Total FEDEX					48.18
<b>FINEGAN, B ATTY AT LAW</b>					
	11/07/2014	14543	FINEGAN, B ATTY AT LAW	WORK DONE FOR FEDERAL DEVELOPMENT A	21,837.50
Total FINEGAN, B ATTY AT LAW					21,837.50
<b>GLOBALSTAR USA</b>					
	11/13/2014	14563	GLOBALSTAR USA	SATELITE PHONE SEPT 2014	54.09
Total GLOBALSTAR USA					54.09

**CITY OF DEL REY OAKS**

**Claims Report**

November 2014

	Date	Num	Name	Memo	Amount
<b>HICKS PLUMBING</b>					
	11/13/2014	14564	HICKS PLUMBING	INV 200, CLEANED OUT MAIN SEWER AT PARK	180.00
Total HICKS PLUMBING					180.00
<b>HOME DEPOT CRC</b>					
	11/13/2014	14565	HOME DEPOT CRC	ACCT. # 6035 3220 0248 6219 DOG PARK SUPPL	329.28
Total HOME DEPOT CRC					329.28
<b>L.M.P.A.C.GOVERNMT SER</b>					
	11/13/2014	14566	L.M.P.A.C.GOVERNMT SER	MANAGING ACCOUNT #: 4246-0445-5564-9924 C	2,110.58
Total L.M.P.A.C.GOVERNMT SER					2,110.58
<b>IE SOLUTIONS</b>					
	11/13/2014	14567	IE SOLUTIONS	INV. 14-1103 REMOTE SESSION WITH KIM TO	37.50
Total IE SOLUTIONS					37.50
<b>JAMES DE CHALK</b>					
	11/13/2014	14568	JAMES DE CHALK		675.00
Total JAMES DE CHALK					675.00
<b>KELLY-MOORE PAINT CO.INC</b>					
	11/13/2014	14569	KELLY-MOORE PAINT CO.INC	SUPPLIES SEPT. 2014	25.15
Total KELLY-MOORE PAINT CO.INC					25.15
<b>LEAGUE OF CALIFORNIA CITIES</b>					
	11/13/2014	14570	LEAGUE OF CALIFORNIA CITIES		50.00
Total LEAGUE OF CALIFORNIA CITIES					50.00
<b>MARTINS' IRRIGATION SUP</b>					
	11/13/2014	14571	MARTINS' IRRIGATION SUP	IRRIGATION SUPPLIES INV 455846	769.29
Total MARTINS' IRRIGATION SUP					769.29
<b>MONTEREY BAY AREA INSURANCE FUND</b>					
	11/13/2014	14572	MONTEREY BAY AREA INSURANCE FUND		23,436.48
Total MONTEREY BAY AREA INSURANCE FUND					23,436.48
<b>MONTEREY BAY TECHNOLOGIES</b>					
	11/13/2014	14573	MONTEREY BAY TECHNOLOGIES		1,164.80
Total MONTEREY BAY TECHNOLOGIES					1,164.80

**CITY OF DEL REY OAKS**

**Claims Report**

November 2014

	Date	Num	Name	Memo	Amount
<b>MONTEREY COUNTY BUSINESS COUNCIL</b>					
	11/13/2014	14574	MONTEREY COUNTY BUSINESS COUNCIL	ANNUAL MEMBERSHIP 10/1/14-9/30/15	500.00
Total MONTEREY COUNTY BUSINESS COUNCIL					500.00
<b>MONTEREY PENINSULA CHAMBER OF COMMERCE</b>					
	11/13/2014	14575	MONTEREY PENINSULA CHAMBER OF COMMERCE	INV. 15230 11/1/14-11/1/15	400.00
Total MONTEREY PENINSULA CHAMBER OF COMMERCE					400.00
<b>MONTEREY TIRE SERVICE</b>					
	11/13/2014	14625	MONTEREY TIRE SERVICE	acct. 1-59724 TIRES AND WORK ON #61, #62 and	1,090.94
Total MONTEREY TIRE SERVICE					1,090.94
<b>MRWPCA</b>					
	11/13/2014	14608	MRWPCA	MRWPCA 9/1/14-10/31/14	39.66
Total MRWPCA					39.66
<b>MTRY BAY OFFICE PRODUCTS</b>					
	11/13/2014	14609	MTRY BAY OFFICE PRODUCTS	CONTRACT INVOICE #222786	775.23
Total MTRY BAY OFFICE PRODUCTS					775.23
<b>MTRY CTY EMERGENCY SERV</b>					
	11/13/2014	14610	MTRY CTY EMERGENCY SERV	Q1 NGEN	3,696.19
Total MTRY CTY EMERGENCY SERV					3,696.19
<b>MTRY CTY INFORMATION TECH-TELECOMMUNION</b>					
	11/13/2014	14611	MTRY CTY INFORMATION TECH-TELECOMMUNION	RADIO REPAIR AND MAINTENANCE 8/28/14	240.00
Total MTRY CTY INFORMATION TECH-TELECOMMUNION					240.00
<b>NEXTEL COMMUNICATION</b>					
	11/13/2014	14612	NEXTEL COMMUNICATION	NEXTEL RADIO- PW/PD/CM 9/12/14-10/11/14	382.15
Total NEXTEL COMMUNICATION					382.15
<b>OFFICE DEPOT</b>					
	11/13/2014	14613	OFFICE DEPOT		660.05
Total OFFICE DEPOT					660.05
<b>OFFICE EQUIPMENT FINANCE SERVICES</b>					
	11/13/2014	14614	OFFICE EQUIPMENT FINANCE SERVICES		522.52
Total OFFICE EQUIPMENT FINANCE SERVICES					522.52

**CITY OF DEL REY OAKS**

**Claims Report**

November 2014

	Date	Num	Name	Memo	Amount
<b>PENINSULA WELDING SUPPLY</b>					
	11/13/2014	14615	PENINSULA WELDING SUPPLY	OXYGEN (MEDICAL SUPPLIES) acct. #00702	34.24
<b>Total PENINSULA WELDING SUPPLY</b>					34.24
<b>PERS</b>					
	11/13/2014	14616	PERS		34,252.30
<b>Total PERS</b>					34,252.30
<b>PG&amp;E</b>					
	11/13/2014	14617	PG&E	GAS & ELECTRIC 9/24/14-10/22/14	2,704.25
<b>Total PG&amp;E</b>					2,704.25
<b>PG&amp;E-GJM&amp;218</b>					
	11/13/2014	14618	PG&E-GJM&218	6817283169-2	47.70
<b>Total PG&amp;E-GJM&amp;218</b>					47.70
<b>PURE WATER</b>					
	11/13/2014	14619	PURE WATER	DRINKING WATER INV. 252035	84.19
<b>Total PURE WATER</b>					84.19
<b>QuickBooks Payroll Service</b>					
	11/03/2014		QuickBooks Payroll Service	Fee for 1 employee(s) paid	1.50
	11/03/2014		QuickBooks Payroll Service	Monthly processing fee for Nov 2014	99.00
	11/03/2014		QuickBooks Payroll Service	No state fee for CA for Nov 2014	
	11/03/2014		QuickBooks Payroll Service	Created by Payroll Service on 10/31/2014	94.00
	11/03/2014		QuickBooks Payroll Service	Created by Payroll Service on 10/31/2014	22.58
	11/03/2014		QuickBooks Payroll Service	Created by Payroll Service on 10/31/2014	22.58
	11/03/2014		QuickBooks Payroll Service	Created by Payroll Service on 10/31/2014	10.43
	11/03/2014		QuickBooks Payroll Service	Created by Payroll Service on 10/31/2014	15.57
	11/13/2014		QuickBooks Payroll Service	Fee for 10 direct deposit(s) at \$1.60 each	16.00
	11/13/2014		QuickBooks Payroll Service	Fee for 11 employee(s) paid	16.50
	11/13/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/12/2014	3.21
	11/13/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/12/2014	4,501.00
	11/13/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/12/2014	504.73
	11/13/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/12/2014	504.73
	11/13/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/12/2014	33.23
	11/13/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/12/2014	33.23
	11/13/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/12/2014	1,513.29
	11/13/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/12/2014	227.22

**CITY OF DEL REY OAKS**

**Claims Report**

November 2014

	Date	Num	Name	Memo	Amount
	11/13/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/12/2014	24,128.97
	11/13/2014		QuickBooks Payroll Service	Fee for 2 direct deposit(s) at \$1.60 each	3.20
	11/13/2014		QuickBooks Payroll Service	Fee for 2 employee(s) paid	3.00
	11/13/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/12/2014	394.00
	11/13/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/12/2014	64.41
	11/13/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/12/2014	64.41
	11/13/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/12/2014	95.76
	11/13/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/12/2014	12.61
	11/13/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/12/2014	3,875.31
	11/25/2014		QuickBooks Payroll Service	Fee for 10 direct deposit(s) at \$1.60 each	16.00
	11/25/2014		QuickBooks Payroll Service	Fee for 11 employee(s) paid	16.50
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	1.34
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	4,555.00
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	503.61
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	503.61
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	13.84
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	13.84
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	1,538.52
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	226.44
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	24,362.86
	11/25/2014		QuickBooks Payroll Service	Fee for 2 direct deposit(s) at \$1.60 each	3.20
	11/25/2014		QuickBooks Payroll Service	Fee for 5 employee(s) paid	7.50
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	3.75
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	91.35
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	9.06
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	9.06
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	38.75
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	38.75
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	6.25
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	296.89
	11/25/2014		QuickBooks Payroll Service	Fee for 3 direct deposit(s) at \$1.60 each	4.80
	11/25/2014		QuickBooks Payroll Service	Fee for 4 employee(s) paid	6.00
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	238.00
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	64.88
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	64.88
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	38.27
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	20.58
	11/25/2014		QuickBooks Payroll Service	Created by Payroll Service on 11/24/2014	3,363.57
<b>Total QuickBooks Payroll Service</b>					<b>72,317.57</b>

**CITY OF DEL REY OAKS**

**Claims Report**

November 2014

	Date	Num	Name	Memo	Amount
<b>SHELL OIL COMPANY</b>					
	11/13/2014	14620	SHELL OIL COMPANY	FUEL SEPT and OCT 2014	586.11
Total SHELL OIL COMPANY					586.11
<b>SHRED-IT</b>					
	11/13/2014	14621	SHRED-IT	BALANCE DUE ACCT. 15568233	16.17
Total SHRED-IT					16.17
<b>SILKE COMMUNICATIONS</b>					
	11/13/2014	14622	SILKE COMMUNICATIONS	REPROGAMMED RADIOS	47.50
Total SILKE COMMUNICATIONS					47.50
<b>SPCA OF MONTEREY COUNTY</b>					
	11/13/2014	14623	SPCA OF MONTEREY COUNTY	SEPT 2014 ANIMAL SERVICES	257.08
Total SPCA OF MONTEREY COUNTY					257.08
<b>TERMINIX</b>					
	11/13/2014	14624	TERMINIX	6099531	65.00
Total TERMINIX					65.00
<b>UNION BANK Charges</b>					
	11/30/2014	EFT11302014	UNION BANK Charges	Bank Monthly Charges	203.43
Total UNION BANK Charges					203.43
<b>TOTAL</b>					<b>223,347.90</b>

11:02 AM

12/08/14

Accrual Basis

CITY OF DEL REY OAKS

Unpaid Bills Detail

All Transactions

Date	Name	Memo	Account	Class	Amount	Balance	Due Date
<b>GOLDFARB &amp; LIPMAN</b>							
03/19/2013	GOLDFARB & LIPMAN	INV -107918, CURRENT FEES THROUGH ...	16020 · DUE FROM DEVELOPER (DUE F...	General Gov...	25,042.49	25,042.49	03/29/2013
04/17/2013	GOLDFARB & LIPMAN	INV #108082-FEES THROUGH 3/31/13	16020 · DUE FROM DEVELOPER (DUE F...	General Gov...	38,874.26	63,916.75	04/27/2013
11/18/2013	GOLDFARB & LIPMAN	INV - 110408 CURRENT FEES 10/1/13-10/3...	16020 · DUE FROM DEVELOPER (DUE F...	General Gov...	244.25	64,161.00	12/18/2013
12/16/2013	GOLDFARB & LIPMAN	INV - 110736 CURRENT FEE 11/21/13	16020 · DUE FROM DEVELOPER (DUE F...	General Gov...	225.00	64,386.00	01/15/2014
12/16/2013	GOLDFARB & LIPMAN	INV - 110737 CURRENT FEES 11/1/13-11/3...	16020 · DUE FROM DEVELOPER (DUE F...	General Gov...	3,098.59	67,484.59	01/15/2014
02/19/2014	GOLDFARB & LIPMAN	INV - 111339 CURRENT FEES THROUGH ...	16020 · DUE FROM DEVELOPER (DUE F...	General Gov...	1,850.00	69,334.59	03/21/2014
02/19/2014	GOLDFARB & LIPMAN	INV - 111390 CURRENT FEES THROUGH ...	16020 · DUE FROM DEVELOPER (DUE F...	General Gov...	1,354.50	70,689.09	03/21/2014
03/18/2014	GOLDFARB & LIPMAN	INV 111623 -CURRENT FEE THROUGH 2/...	16020 · DUE FROM DEVELOPER (DUE F...	General Gov...	1,475.00	72,164.09	04/17/2014
04/14/2014	GOLDFARB & LIPMAN	INV 112024 -CURRENT FEE THROUGH 3/...	16020 · DUE FROM DEVELOPER (DUE F...	General Gov...	3,770.78	75,934.87	05/14/2014
04/14/2014	GOLDFARB & LIPMAN	INV 112023-CURRENT FEE THROUGH 3/3...	16020 · DUE FROM DEVELOPER (DUE F...	General Gov...	1,773.60	77,708.47	05/14/2014
05/19/2014	GOLDFARB & LIPMAN	INV 112325 -CURRENT FEE THROUGH 4/...	16020 · DUE FROM DEVELOPER (DUE F...	General Gov...	2,675.00	80,383.47	06/18/2014
05/19/2014	GOLDFARB & LIPMAN	INV 112326 -CURRENT FEE THROUGH 4/...	16020 · DUE FROM DEVELOPER (DUE F...	General Gov...	7,182.51	87,565.98	06/18/2014
06/19/2014	GOLDFARB & LIPMAN	INV 112700 -CURRENT FEE THROUGH 5/...	16020 · DUE FROM DEVELOPER (DUE F...	General Gov...	7,595.19	95,161.17	07/19/2014
06/19/2014	GOLDFARB & LIPMAN	INV 112699 -CURRENT FEE THROUGH 5/...	16020 · DUE FROM DEVELOPER (DUE F...	General Gov...	1,350.00	96,511.17	07/19/2014
07/15/2014	GOLDFARB & LIPMAN	INV 112876 - CURRENT FEES THROUGH ...	16020 · DUE FROM DEVELOPER (DUE F...	General Gov...	2,174.00	98,685.17	08/14/2014
08/19/2014	GOLDFARB & LIPMAN	INV 113221 - CURRENT FEES THROUGH ...	16020 · DUE FROM DEVELOPER (DUE F...	General Gov...	2,253.08	100,938.25	09/18/2014
08/19/2014	GOLDFARB & LIPMAN	INV 113222 - CURRENT FEES THROUGH 7...	16020 · DUE FROM DEVELOPER (DUE F...	General Gov...	2,610.00	103,548.25	09/18/2014
08/19/2014	GOLDFARB & LIPMAN	INV 113222-6- CURRENT FEES THROUGH...	16020 · DUE FROM DEVELOPER (DUE F...	General Gov...	52.00	103,600.25	09/18/2014
11/17/2014	GOLDFARB & LIPMAN	INV 114124 CURRENT FEES THROUGH 1...	60655 · CONTRL RETAINER LEGAL	General Gov...	595.27	104,195.52	12/17/2014
Total GOLDFARB & LIPMAN					104,195.52	104,195.52	
<b>MONTEREY BAY AREA INSURANCE FUND</b>							
12/01/2014	MONTEREY BAY AREA I...	DEC 2014 WORK COMP PREMIUM 2014-...	60150 · WORKERS COMP	General Gov...	11,718.24	11,718.24	12/31/2014
Total MONTEREY BAY AREA INSURANCE FUND					11,718.24	11,718.24	
<b>NEXTEL COMMUNICATION</b>							
11/15/2014	NEXTEL COMMUNICATI...	NEXTEL RADIO- PW/PD/CM 10/12/14-11/1...	60530 · TELEPHONE / INTERNET	301 PUB W...	63.02	63.02	12/15/2014
11/15/2014	NEXTEL COMMUNICATI...	NEXTEL RADIO- PW/PD/CM 10/12/14-11/1...	60530 · TELEPHONE / INTERNET	172 POLICE	182.77	245.79	12/15/2014
11/15/2014	NEXTEL COMMUNICATI...	NEXTEL RADIO- PW/PD/CM 10/12/14-11/1...	60530 · TELEPHONE / INTERNET	General Gov...	132.56	378.35	12/15/2014
Total NEXTEL COMMUNICATION					378.35	378.35	
<b>TOTAL</b>					<b>116,292.11</b>	<b>116,292.11</b>	

**CITY OF DEL REY OAKS**  
**FISCAL YEAR TO DATE 2014/2015 BUDGET VS. ACTUAL**  
 July through November 2014

		Jul - Nov 14	Budget	% of Budget
<b>Income</b>				
<b>40100 · PROPERTY TAXES</b>				
	40110 · P/T-SECURED		350,000.00	
	40120 · P/T-UNSECURED		13,500.00	
	40130 · P/T-PRIOR SECURED		5,000.00	
	40150 · P/T-UNITARY TAX		6,500.00	
	40160 · P/T-SB813		6,000.00	
	40170 · PROPERTY TAX - VLF		114,000.00	
	40180 · P/T-INT/PENAL		200.00	
	40190 · P/T - ADMINISTRATIVE FEE		(5,000.00)	
<b>Total 40100 · PROPERTY TAXES</b>			490,200.00	
<b>40500 · FINES &amp; FORFEITURES</b>				
	40510 · VEHICLE CODE FINES	5,208.90	14,000.00	37%
<b>Total 40500 · FINES &amp; FORFEITURES</b>		5,208.90	14,000.00	37%
<b>40900 · PARKS/RECREATION</b>				
	40900 · PARKS/RECREATION - Other	(100.00)		
	40910 · PARK RENTAL	2,150.00	5,200.00	41%
	40920 · RV RENTAL PARKS	13,185.00	31,000.00	43%
<b>Total 40900 · PARKS/RECREATION</b>		15,235.00	36,200.00	42%
<b>41000 · OTHER</b>				
	41050 · GAS TAX 2107.5	1,000.00	1,000.00	100%
	41030 · GAS TAX 2106	2,842.20	6,250.00	45%
	41020 · GAS TAX 2105	3,079.63	6,000.00	51%
	41040 · GAS TAX 2107	4,215.56	9,000.00	47%
	41010 · GAS TAX 2103	6,760.95	15,000.00	45%
<b>Total 41000 · OTHER</b>		17,898.34	37,250.00	48%
<b>40700 · OTHER AGENCY REVENUE</b>				
	40770 · TRAFFIC CONGESTION RELIEF-AB438		4,500.00	
	40710 · MOTOR VEHICLE LICENSE FEE(MVLF)		1,000.00	
	40730 · HOPTR		1,200.00	
	40600 · INTEREST EARNED	85.26	100.00	85%
	40740 · VEHICLE LICENSE COLLECTION	682.36	800.00	85%
	40760 · GRANTS	4,329.71	8,000.00	54%
	40750 · PROP 172	6,216.79	10,000.00	62%
	40783 · GRANT OTHER AGENCIES	26,516.00		100%
<b>Total 40700 · OTHER AGENCY REVENUE</b>		37,830.12	25,600.00	148%
<b>40300 · LICENSES &amp; PERMITS</b>				
	40340 · STREET OPENING PERMITS FEES	(1,322.86)	2,000.00	-66%
	40380 · SB 1473 STATE SURCHG ON PERMITS	23.00		100%

**CITY OF DEL REY OAKS**  
**FISCAL YEAR TO DATE 2014/2015 BUDGET VS. ACTUAL**  
 July through November 2014

	Jul - Nov 14	Budget	% of Budget
<b>40300 · LICENSES &amp; PERMITS - Other</b>	120.00		
<b>40350 · PLUMBING PERMITS</b>	240.00	1,500.00	16%
<b>40360 · ELECTRICAL PERMITS</b>	480.00	1,000.00	48%
<b>40390 · OTHER LICENSES/PERMITS</b>	499.95	600.00	83%
<b>40330 · PLAN CHECK FEES</b>	5,699.42	10,000.00	57%
<b>40320 · BUILDING PERMITS</b>	12,326.44	18,000.00	68%
<b>40786 · DEVELOPER PYMT FEES/PERMITS</b>	103,407.10		
<b>40310 · BUSINESS LICENSES</b>	166,318.99	185,000.00	90%
<b>Total 40300 · LICENSES &amp; PERMITS</b>	<b>287,792.04</b>	<b>218,100.00</b>	<b>132%</b>
<b>40200 · OTHER TAXES</b>			
<b>40290 · SEWER IMPACT</b>		8,500.00	
<b>40280 · WATER FRANCHISES</b>		13,000.00	
<b>40230 · SALES TAX IN LIEU - 3-FLIP</b>		82,000.00	
<b>40265 · ELECTRIC FRANCHISES</b>		17,000.00	
<b>40260 · GAS FRANCHISES</b>		4,500.00	
<b>40250 · PROPERTY TRANSFER TAX</b>	4,044.42	4,500.00	90%
<b>40275 · CABLE TV FRANCHISES</b>	12,503.35	30,000.00	42%
<b>40270 · GARBAGE FRANCHISES</b>	14,219.67	40,000.00	36%
<b>40240 · COP MONIES</b>	39,563.36	100,000.00	40%
<b>40210 · SALES TAX</b>	100,615.73	295,000.00	34%
<b>40220 · SALES TAX - ADD ON</b>	154,489.61	475,000.00	33%
<b>Total 40200 · OTHER TAXES</b>	<b>325,436.14</b>	<b>1,069,500.00</b>	<b>30%</b>
<b>40800 · CURRENT SERVICES</b>			
<b>40810 · MAPS/PUBLICATIONS</b>		250.00	
<b>40820 · POLICE REPORTS</b>	740.00	1,200.00	62%
<b>40825 · PROPERTY INSPECTIONS</b>	1,500.00	3,000.00	50%
<b>40850 · PD DONATIONS</b>	1,596.87	5,000.00	32%
<b>40815 · RENTAL INCOME FORMER GOLF RANGE</b>	1,750.00	5,000.00	35%
<b>40835 · PUBLIC EVENTS</b>	5,100.00	65,000.00	8%
<b>40830 · POLICE SERVICES</b>	6,400.00	6,000.00	107%
<b>40805 · USE PERMITS</b>	8,085.00	12,500.00	65%
<b>40840 · MISCELLANEOUS SERVICES</b>	11,679.54	6,500.00	180%
<b>40845 · MISC REVENUE</b>	1,350,970.83		100%
<b>Total 40800 · CURRENT SERVICES</b>	<b>1,387,822.24</b>	<b>104,450.00</b>	<b>1329%</b>
<b>Total Income</b>	<b>2,077,222.78</b>	<b>1,995,300.00</b>	<b>104%</b>

**CITY OF DEL REY OAKS**  
**FISCAL YEAR TO DATE 2014/2015 BUDGET VS. ACTUAL**  
 July through November 2014

		Jul - Nov 14	Budget	% of Budget
<b>Expense</b>				
	69800 · Uncategorized Expenses (Expenses not categorized elsewhere)	213.58		
	60300 · BANK SERVICE CHARGES	424.02	2,500.00	17%
	60200 · PAYROLL EXPENSES	1,002.90	7,500.00	13%
	<b>60900 · STREETS &amp; STORM WATER</b>			
	60940 · SB 1473	15.30		100%
	60930 · S.M.I.P.	45.83	150.00	31%
	60900 · STREETS & STORM WATER - Other	435.89		
	60920 · STORM WATER PROJECT - PHASE 4	5,905.32	8,000.00	74%
	60910 · STREET LIGHTING	6,142.15	13,000.00	47%
	<b>Total 60900 · STREETS &amp; STORM WATER</b>	<b>12,544.49</b>	<b>21,150.00</b>	<b>59%</b>
	<b>60700 · AUTO OPERATION</b>			
	60730 · AUTO REPAIR/MAINTENANCE	193.93	9,000.00	2%
	60710 · AUTO OPS - SUPPLIES / EQUIP	1,033.87	1,000.00	103%
	60740 · AUTO LEASE PAYMENTS	7,680.18	14,800.00	52%
	60720 · AUTO OPS - FUEL	10,823.18	22,000.00	49%
	<b>Total 60700 · AUTO OPERATION</b>	<b>19,731.16</b>	<b>46,800.00</b>	<b>42%</b>
	<b>60400 · SUPPLIES</b>			
	60430 · OFFICE SUPPLIES	4,661.72	15,000.00	31%
	60410 · MATERIALS/SUPPLY	10,751.84	17,500.00	61%
	60440 · SPECIAL SUPPLY POLICE	12,848.72	40,000.00	32%
	<b>Total 60400 · SUPPLIES</b>	<b>28,262.28</b>	<b>72,500.00</b>	<b>39%</b>
	<b>70100 · MISC EXPENSES</b>			
	70110 · RECONCILIATION DISCREPENCIES	(65.00)		
	70100 · MISC EXPENSES - Other	43,175.00		
	<b>Total 70100 · MISC EXPENSES</b>	<b>43,110.00</b>		<b>100%</b>
	<b>60500 · UTILITIES &amp; SERVICES</b>			
	60515 · GABILAN CREW		9,000.00	
	60565 · BOOK/PERIODICAL	23.88	150.00	16%
	60500 · UTILITIES & SERVICES - Other	57.75		100%
	60560 · LEGAL ADVERT NON-DEPT	439.95	1,000.00	44%
	60570 · MEETING CITY CNCL	478.87	1,000.00	48%
	60555 · AD/PROMOTION CITY CNCL	625.00	7,500.00	8%
	60575 · PRINTING / PUBLICATIONS	1,408.41		100%
	60540 · POSTAGE / SHIPPING	1,435.33	3,000.00	48%
	60545 · TRAVEL/CONFERENCE	1,514.48	9,000.00	17%
	60525 · UTILITIES/WATER	2,524.22	7,500.00	34%
	60535 · WEBSITE DESIGN & MAINTENANCE	2,829.00	500.00	566%
	60530 · TELEPHONE / INTERNET	4,065.97	9,000.00	45%
	60520 · UTILITIES/PGE	4,843.18	10,000.00	48%
	60510 · STREET SWEEPING	8,970.70	27,000.00	33%

**CITY OF DEL REY OAKS**  
**FISCAL YEAR TO DATE 2014/2015 BUDGET VS. ACTUAL**  
**July through November 2014**

		Jul - Nov 14	Budget	% of Budget
	60550 • MEMBER/DUES/CONTRIBUTIONS	10,456.00	52,000.00	20%
	60505 • REPAIR/MAINTENANCE	21,536.97	30,000.00	72%
	<b>Total 60500 • UTILITIES &amp; SERVICES</b>	<b>61,209.71</b>	<b>166,650.00</b>	<b>37%</b>
	<b>60800 • POLICE AND FIRE</b>			
	60840 • ACJIS SYSTEM POLICE	1,018.23	4,000.00	25%
	60830 • FUND JAIL & PRISONER	2,476.00	1,000.00	248%
	60820 • ANIMAL REGULATION FIRE	3,315.20	3,500.00	95%
	60810 • FIRE SEASIDE	75,000.00	120,000.00	63%
	<b>Total 60800 • POLICE AND FIRE</b>	<b>81,809.43</b>	<b>128,500.00</b>	<b>64%</b>
	<b>60600 • OUTSIDE SERVICES</b>			
	60605 • TRAINING POLICE	200.00	12,000.00	2%
	60610 • OTHER PERMITS PW/ENGR	600.00	5,000.00	12%
	60660 • JANITORIAL FUND	1,350.00	3,500.00	39%
	60635 • DATA PROCESSING	2,302.30	5,000.00	46%
	60670 • COMM HUM SERV NON-DEPT	3,300.00	3,200.00	103%
	60655 • CONTRL RETAINER LEGAL	5,595.27	15,000.00	37%
	60620 • LIABILITY/PROP NON-DPT	13,463.50	38,045.00	35%
	60640 • CONTRACTUAL SVCS PLANNING	19,510.37	12,500.00	156%
	60625 • CONTRACTUAL AUDIT	20,892.65	30,000.00	70%
	60650 • CONTRACTUAL SVCS - LEGAL	33,527.58	25,000.00	134%
	60665 • RADIO DISPATCH POLICE	47,312.39	47,000.00	101%
	<b>Total 60600 • OUTSIDE SERVICES</b>	<b>148,054.06</b>	<b>196,245.00</b>	<b>75%</b>
	<b>60100 • PAYROLL &amp; BENEFITS</b>			
	60195 • Reimbursements - Exp	13.00		100%
	60145 • VISION INS	691.60	2,000.00	35%
	60160 • UNIFORM ALLOWANCE	1,250.00	5,500.00	23%
	60155 • WELLNESS PROGRAM	2,125.48	8,000.00	27%
	60115 • COUNCIL MEMBER STIPEND	2,500.00	6,000.00	42%
	60110 • OVERTIME	3,298.70	15,000.00	22%
	60120 • RESERVES PAYROLL	3,851.93	20,000.00	19%
	60130 • MEDICARE	6,073.98	13,000.00	47%
	60135 • DENTAL EXPENSE	8,869.80	23,000.00	39%
	60172 • GF PAYROLL/COPS GRANT	19,033.94		100%
	60125 • PERS	49,299.39	165,000.00	30%
	60140 • HEALTH INS	49,487.02	160,000.00	31%
	60150 • WORKERS COMP	59,102.20	159,440.00	37%
	60105 • PAYROLL	390,695.21	780,000.00	50%
	<b>Total 60100 • PAYROLL &amp; BENEFITS</b>	<b>596,292.25</b>	<b>1,356,940.00</b>	<b>44%</b>
	<b>Total Expense</b>	<b>992,653.88</b>	<b>1,998,785.00</b>	<b>50%</b>
	<b>Total Revenue</b>	<b>2,077,222.78</b>	<b>1,995,300.00</b>	<b>104%</b>
	<b>Total Expenditures</b>	<b>992,653.88</b>	<b>1,998,785.00</b>	<b>50%</b>
	<b>Total Operating Revenue Less Expenditures this fiscal year to date</b>	<b>1,084,568.90</b>	<b>(3,485.00)</b>	<b>54%</b>

**CITY OF DEL REY OAKS**  
**CASH BALANCES**  
 As of November 30, 2014

			Nov 30, 14
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
		10100 · GENERAL CHECKING	266,034.54
		10110 · LAIF CITY - 246	15,578.54
		10180 · DEV - MONTEREY PENINSULA PARTNE	100,000.00
		<b>Total Checking/Savings</b>	<b>381,613.08</b>
		<b>Total Current Assets</b>	<b>381,613.08</b>
<b>TOTAL ASSETS</b>			<b>381,613.08</b>

**CITY OF DEL REY OAKS**  
**FISCAL YEAR 2012/2013 BUDGET VS ACTUAL**  
**5 Months Ended Nov 30, 2013**

	Actual Total FY 2013-2014	Budget FY2013-2014	% of Amount Budget
<b>Revenue</b>			
<b>PROPERTY TAXES</b>			
P/T-SECURED	\$ -	\$ 335,000.00	0%
P/T-UNITARY TAX	\$ -	\$ 6,100.00	0%
P/T-UNSECURED	\$ -	\$ 13,500.00	0%
P/T-SB813	\$ -	\$ 5,000.00	0%
P/T-PRIOR SECURED	\$ -	\$ 6,000.00	0%
PROPERTY TAX - VLF	\$ -	\$ 112,000.00	0%
P/T-INT/PENAL	\$ -	\$ 200.00	0%
P/T - ADMINISTRATIVE FEE	\$ -	\$ (5,000.00)	0%
<b>TOTAL PROPERTY TAXES</b>	<b>0.00</b>	<b>472,800.00</b>	<b>0%</b>
<b>OTHER TAXES</b>			
SALES TAX	\$ 99,040.05	\$ 285,000.00	35%
SALES TAX - ADD ON	\$ 156,302.27	\$ 445,000.00	35%
SALES TAX IN LIEU - 3-FLIP	\$ -	\$ 82,000.00	0%
COP MONIES	\$ 33,333.33	\$ 100,000.00	33%
PROPERTY TRANSFER TAX	\$ 3,941.02	\$ 4,500.00	88%
GAS FRANCHISES	\$ -	\$ 4,500.00	0%
ELECTRIC FRANCHISES	\$ -	\$ 17,000.00	0%
GARBAGE FRANCHISES	\$ 9,470.70	\$ 40,000.00	24%
CABLE TV FRANCHISES	\$ 12,424.65	\$ 25,000.00	50%
WATER FRANCHISES	\$ -	\$ 12,000.00	0%
SEWER IMPACT	\$ 11,370.83	\$ 8,500.00	134%
<b>TOTAL OTHER TAXES</b>	<b>325,892.85</b>	<b>1,023,500.00</b>	<b>32%</b>
<b>LICENSES &amp; PERMITS</b>			
BUSINESS LICENSES	\$ 182,644.83	\$ 185,000.00	99%
BUILDING PERMITS	\$ 9,308.77	\$ 18,000.00	52%
PLAN CHECK FEES	\$ 3,624.96	\$ 10,000.00	36%
STREET OPENING PERMITS FEES	\$ 2,150.00	\$ 2,000.00	108%
PLUMBING PERMITS	\$ 600.00	\$ 1,500.00	40%
ELECTRICAL PERMITS	\$ 840.00	\$ 1,000.00	84%
SB 1473 STATE SURCHG ON PERMITS	\$ 18.50	\$ -	
OTHER LICENSES/PERMITS	\$ 419.58	\$ 600.00	70%
<b>TOTAL LICENSES &amp; PERMITS</b>	<b>199,606.64</b>	<b>218,100.00</b>	<b>92%</b>
<b>FINES &amp; FORFEITURES</b>			
VEHICLE CODE FINES	\$ 5,992.31	\$ 14,000.00	43%
<b>TOTAL FINES &amp; FOREITURES</b>	<b>5,992.31</b>	<b>14,000.00</b>	<b>43%</b>
<b>INTEREST EARNED</b>			
INTEREST EARNED	\$ 376.96	\$ 100.00	377%
<b>TOTAL INTEREST EARNED</b>	<b>376.96</b>	<b>100.00</b>	<b>377%</b>

**CITY OF DEL REY OAKS**  
**FISCAL YEAR 2012/2013 BUDGET VS ACTUAL**  
**5 Months Ended Nov 30, 2013**

<b>OTHER AGENCY REVENUE</b>			
MOTOR VEHICLE LICENSE FEE(MVLF)	\$ -	\$ 1,000.00	0%
VEHICLE LICENSE COLLECTION	\$ -	\$ 800.00	0%
HOPTR	\$ -	1,200.00	0%
PROP 172	\$ 4,955.81	10,000.00	50%
GRANTS	\$ -	\$ 8,000.00	0%
TRAFFIC CONGESTION RELIEF-AB438	\$ -	\$ 4,500.00	0%
<b>TOTAL OTHER AGENCY REVENUE</b>	<b>4,955.81</b>	<b>25,500.00</b>	<b>19%</b>
<b>CURRENT SERVICES</b>			
USE PERMITS	\$ 5,450.00	\$ 8,500.00	64%
MAPS/PUBLICATIONS	\$ 9.20	\$ 250.00	4%
RENTAL INCOME	\$ 3,245.00	\$ 20,000.00	16%
POLICE REPORTS	\$ 520.00	\$ 1,200.00	43%
PROPERTY INSPECTIONS	\$ 2,100.00	\$ 3,000.00	70%
POLICE SERVICES	\$ 1,750.00	\$ 22,000.00	8%
PUBLIC EVENTS	\$ 40,700.00	\$ 65,000.00	63%
MISCELLANEOUS SERVICES	\$ 3,053.59	22,000.00	14%
PD DONATIONS	\$ 7,373.41	\$ 5,000.00	147%
<b>TOTAL CURRENT SERVICES</b>	<b>64,201.20</b>	<b>146,950.00</b>	<b>44%</b>
<b>PARKS/RECREATION</b>			
PARK RENTAL	\$ 2,050.00	\$ 5,200.00	39%
RV RENTAL PARKS	\$ 13,235.00	\$ 31,000.00	43%
<b>TOTAL PARKS &amp; RECREATION</b>	<b>15,285.00</b>	<b>36,200.00</b>	<b>42%</b>
<b>OTHER</b>			
GAS TAX 2107	\$ 4,022.00	\$ 9,000.00	45%
GAS TAX 2106	\$ 2,786.92	\$ 6,250.00	45%
GAS TAX 2107.5	\$ 1,000.00	\$ 1,000.00	100%
GAS TAX 2105	\$ 2,465.82	6,000.00	41%
GAS TAX 2103	\$ 7,492.12	15,000.00	50%
<b>TOTAL OTHER</b>	<b>17,766.86</b>	<b>37,250.00</b>	<b>48%</b>
<b>Total Revenue</b>	<b>\$ 634,067.63</b>	<b>1,974,400.00</b>	<b>32%</b>

**CITY OF DEL REY OAKS**  
**FISCAL YEAR 2012/2013 BUDGET VS ACTUAL**  
**5 Months Ended Nov 30, 2013**

<b>Expenditures</b>			
<b>PAYROLL &amp; BENEFITS</b>			
PAYROLL	\$ 362,934.35	\$ 730,000.00	50%
OVERTIME	\$ 7,431.32	\$ 25,000.00	30%
COUNCIL MEMBER STIPEND	\$ 2,500.00	\$ 6,000.00	42%
RESERVES PAYROLL	\$ 12,683.47	\$ 23,356.00	54%
PERS	\$ 38,746.95	\$ 154,296.00	25%
MEDICARE	\$ 5,716.36	\$ 13,000.00	44%
DENTAL EXPENSE	\$ 8,812.61	\$ 20,000.00	44%
HEALTH INS	\$ 63,213.39	\$ 170,000.00	37%
VISION INS	\$ 812.40	\$ 2,000.00	41%
WORKERS COMP	\$ 17,001.11	\$ 157,260.00	11%
WELLNESS PROGRAM	\$ 2,694.39	\$ 5,500.00	49%
UNIFORM ALLOWANCE	\$ 2,800.00	\$ 8,000.00	35%
<b>TOTAL PAYROLL &amp; BENEFITS</b>	<b>525,346.35</b>	<b>1,314,412.00</b>	<b>40%</b>
<b>PAYROLL EXPENSES</b>			
PAYROLL EXPENSES	\$ 1,161.02	\$ 2,750.00	42%
<b>TOTAL PAYROLL EXPENSES</b>	<b>\$ 1,161.02</b>	<b>\$ 2,750.00</b>	<b>42%</b>
<b>BANK SERVICE CHARGES</b>			
BANK SERVICE CHARGES	\$ 1,102.82	\$ 2,000.00	55%
<b>TOTAL BANK SERVICE CHARGES</b>	<b>\$ 1,102.82</b>	<b>\$ 2,000.00</b>	<b>55%</b>
<b>SUPPLIES</b>			
SPECIAL SUPPLY POLICE	\$ 23,028.90	\$ 40,000.00	58%
MATERIALS/SUPPLY	\$ 6,622.86	\$ 15,000.00	44%
OFFICE SUPPLIES	\$ 2,936.18	\$ 10,000.00	29%
<b>TOTAL SUPPLIES</b>	<b>\$ 32,587.94</b>	<b>\$ 65,000.00</b>	<b>50%</b>
<b>UTILITIES &amp; SERVICES</b>			
REPAIR/MAINTENANCE	\$ 7,509.75	\$ 30,000.00	25%
STREET SWEEPING	\$ 3,971.52	\$ 27,000.00	15%
GABILAN CREW	\$ 825.00	\$ 4,000.00	21%
UTILITIES/PGE	\$ 4,486.85	\$ 10,000.00	45%
UTILITIES/WATER	\$ 3,542.36	\$ 7,500.00	47%
TELEPHONE / INTERNET	\$ 4,015.99	\$ 9,000.00	45%
WEBSITE DESIGN & MAINTENANCE	\$ 411.25	\$ 500.00	82%
POSTAGE / SHIPPING	\$ 1,162.24	\$ 3,000.00	39%
TRAVEL/CONFERENCE	\$ 5,919.86	\$ 5,000.00	118%
MEMBER/DUES/CONTRIBUTIONS	\$ 11,348.79	\$ 52,000.00	22%
AD/PROMOTION CITY CNCL	\$ 625.00	\$ 7,500.00	8%
LEGAL ADVERT NON-DEPT	\$ -	\$ 1,000.00	0%
MEETING CITY CNCL	\$ -	\$ 1,000.00	0%
BOOK/PERIODICAL	\$ -	\$ 150.00	0%
<b>TOTAL UTILITIES &amp; SERVICES</b>	<b>\$ 43,818.61</b>	<b>\$ 157,650.00</b>	<b>28%</b>

**CITY OF DEL REY OAKS**  
**FISCAL YEAR 2012/2013 BUDGET VS ACTUAL**  
**5 Months Ended Nov 30, 2013**

<b>OUTSIDE SERVICES</b>			
TRAINING POLICE	\$ 1,025.00	\$ 5,000.00	21%
OTHER PERMITS PW/ENGR	\$ 300.00	\$ 5,000.00	6%
LIABILITY/PROP NON-DPT	\$ 80,712.50	\$ 35,000.00	231%
CONTRACTUAL AUDIT	\$ 26,556.40	\$ 25,000.00	106%
CONTRACTUAL SVCS PLANNING	\$ 3,948.15	\$ 12,500.00	32%
CONTRACTUAL SVCS - LEGAL	\$ 15,951.25	\$ 30,000.00	53%
CONTRL RETAINER LEGAL	\$ 5,664.79	\$ 13,000.00	44%
JANITORIAL FUND	\$ 1,650.00	\$ 3,500.00	47%
RADIO DISPATCH POLICE	\$ 43,407.00	\$ 42,000.00	103%
COMM HUM SERV NON-DEPT	\$ 3,200.00	\$ 3,200.00	100%
<b>TOTAL OUTSIDE SERVICES</b>	<b>\$ 184,632.07</b>	<b>\$ 177,700.00</b>	<b>104%</b>
<b>AUTO OPERATION</b>			
AUTO OPS - SUPPLIES / EQUIP	\$ 214.14	\$ 1,000.00	21%
AUTO OPS - FUEL	\$ 10,597.17	\$ 27,500.00	39%
AUTO REPAIR/MAINTENANCE	\$ 3,033.78	\$ 9,000.00	34%
AUTO LEASE PAYMENTS	\$ (187.64)	\$ 14,800.00	-1%
<b>TOTAL AUTO OPERATION</b>	<b>\$ 13,657.45</b>	<b>\$ 52,300.00</b>	<b>26%</b>
<b>POLICE AND FIRE</b>			
FUND JAIL & PRISONER	\$ 20.00	\$ 1,000.00	2%
ACJIS SYSTEM POLICE	\$ 1,574.14	\$ 4,000.00	39%
ANIMAL REGULATION FIRE	\$ 2,687.20	\$ 3,000.00	90%
FIRE SEASIDE	\$ 60,085.32	\$ 120,000.00	50%
<b>TOTAL POLICE AND FIRE</b>	<b>\$ 64,366.66</b>	<b>\$ 128,000.00</b>	<b>50%</b>
<b>STREETS &amp; STORM WATER</b>			
S.M.I.P.	\$ 20.55	\$ 150.00	14%
STREET LIGHTING	\$ 5,551.06	\$ 15,000.00	37%
STORM WATER PROJECT - PHASE 4	\$ 8,114.28	\$ 8,000.00	101%
<b>TOTAL STREETS &amp; STORM WATER</b>	<b>\$ 14,028.47</b>	<b>\$ 23,150.00</b>	<b>61%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 880,701.39</b>	<b>\$ 1,922,962.00</b>	<b>46%</b>
<b>Total Revenue</b>	<b>\$ 634,067.63</b>		
<b>Total Expenditures</b>	<b>\$ 880,701.39</b>		
<b>Total Operating Revenue Less Expenditures this fiscal year to date</b>	<b>\$ (246,633.76)</b>		

**CITY OF DEL REY OAKS**

**CASH BALANCES AS OF NOVEMBER 30, 2013**

	1000 · GENERAL CHECKING	\$61,582.77
	1008 · LAIF CITY - 246	\$40,804.69
	1011 · DEV - BRANDENBURG	\$14,064.06
	<b>Total City Checking/Savings</b>	<b>\$116,451.52</b>
	<b>GRAND TOTAL CASH BALANCES</b>	<b>\$116,451.52</b>



**FIRE DEPARTMENT**

1635 Broadway Avenue  
Seaside, CA 93955

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

December 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 November 1, 2014 through November 30, 2014.

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

<u>Incident #</u>	14-2283
14-2187	14-2291
14-2210	14-2295
14-2205	14-2355
14-2214	14-2356
14-2219	14-2360
14-2267	

There are a total of ten (12) fire calls for the month of November. If you have any questions, please contact me.

Sincerely,

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

Melissa Failauga  
Office Assistant  
CC: File





**Del Rey Oaks Police Department**  
**Monthly Report of Activity**  
**NOV - 2014**  
**Completed By: Ron Langford, COP**

**ARRESTS:**

YEAR TO DATE

<i>Felony Arrests</i>		
<i>Misdemeanor Arrests</i>	3	
<i>Warrant Arrests (OJ)</i>		
<b>TOTAL ARRESTS</b>	<b>03</b>	<b>75</b>

**ASSAULTS:**

YEAR TO DATE

<i>Simple Assault</i>		
<i>Domestic Violence</i>		
<i>Weapon Involved</i>		
<b>TOTAL ASSAULTS</b>	<b>00</b>	<b>08</b>

**REPORTS FILED:**

<b>19</b>	<b>213</b>
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**TRAFFIC ACCIDENTS:**

<i>Non-Injury Accidents</i>	1	
<i>Injury Accidents</i>		
<b>TOTAL ACCIDENTS</b>	<b>01</b>	<b>29</b>

**BURGLARIES:**

<i>Residential</i>		
<i>Commercial</i>		
<i>From Locked Vehicle</i>		
<i>Other</i>		
<b>TOTAL BURGLARIES</b>	<b>00</b>	<b>09</b>

**TOWED & STORED VEHICLES:**

<b>02</b>	<b>21</b>
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**GRAND & PETTY THEFTS:**

<i>Residential</i>		
<i>Commercial</i>		
<i>Shoplifting</i>	01	
<i>From Motor Vehicle</i>		
<i>Other</i>		
<b>TOTAL THEFTS</b>	<b>01</b>	<b>29</b>

**ALARMS:**

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

**DUI ENFORCEMENT:**

<b>03</b>	<b>25</b>

**CITATIONS ISSUED:**

<i>Traffic Citations Issued</i>	50	
<i>Parking Citations Issued</i>		
<i>Admin Citations Issued</i>		
<b>TOTAL CITATION ISSUED</b>	<b>50</b>	<b>461</b>



# 2015 Del Rey Oaks Meeting Calendar



City Council Meetings



Planning Commission Meetings

## January

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## February

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

## March

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## April

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## May

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## June

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## September

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## October

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## November

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## December

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		



**CITY OF DEL REY OAKS  
2015  
REGIONAL AGENCIES BOARDS & COMMITTEES  
REPRESENTATIVES APPOINTMENT LIST**

<b><u>REGIONAL AGENCIES BOARDS &amp; COMMITTEES</u></b>	<b><u>PRINCIPAL</u></b>	<b><u>ALTERNATE</u></b>
<b>Association Monterey Bay Area Government (AMBAG)</b> Maura F. Twomey, Executive Director 445 Reservation Road, Suite G, Marina 883-3750 or <a href="mailto:info@ambag.org">info@ambag.org</a> / Website: <a href="http://www.ambag.org">www.ambag.org</a> <u>Meeting: 2<sup>nd</sup> Wednesday of each month at 6:00 p.m.</u>	Ventimiglia	Lintell
<b>City Selection (Mayors)</b> <u>Meeting: 1<sup>st</sup> Friday of each month at 11:30 a.m.</u>	Edelen	None
<b>Community Human Services (CHS)</b> Robin McCrae, Executive Director 2560 Garden Road, Ste 201, Monterey 658-3811 or <a href="mailto:info@chservices.org">info@chservices.org</a> / Website: <a href="http://www.chservices.org">www.chservices.org</a> <u>Meeting: 3<sup>rd</sup> Thursday of each month at 11:00 a.m.</u>	Ventimiglia	Lintell
<b>Del Rey Oaks Budget Committee</b> <u>Meeting: As Necessary</u>	Edelen/Allion/Dawson	None
<b>Fort Ord Reuse Authority (FORA)</b> Michael Houlemard, Executive Officer 920 2 <sup>nd</sup> Ave., Ste. A, Marina 883-3672 / Website: <a href="http://www.fora.org">www.fora.org</a> <u>Meeting: 2<sup>nd</sup> Friday of each month at 3:30 p.m.</u>	Edelen  Dawson (Admin) (Capital Improvmnt) (Water & Wastewater)	Clark
<b>Monterey Bay Area Insurance Fund (MBAIF)</b> Michael Simmons, Risk Manager 100 Pine St., 11 <sup>th</sup> Floor, San Francisco (415)403-1400 / Website: <a href="http://www.mbasia.org">www.mbasia.org</a> <u>Meeting: 1<sup>st</sup> Monday of each month at 9:30 a.m.</u>	Dawson	Allion
<b>Monterey Peninsula Water Management District (MPWMD)</b> David Stoldt, General Manager 5 Harris Court, Bldg. G, Monterey 658-5600 / Website: <a href="http://www.mpwmd.dst.ca.us/mpwmd.htm">www.mpwmd.dst.ca.us/mpwmd.htm</a> <u>Meeting: 3<sup>rd</sup> Monday of each month at 7:00 p.m.</u>	Lintell (PAC) Dawson (TAC)	Edelen (PAC)
<b>Monterey Peninsula Regional Water Authority</b> Board of Directors, City Representatives 580 Pacific St., Monterey 899-6707 / Website: <a href="http://www.mprwa.org">www.mprwa.org</a> <u>Meeting: 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 7:00 p.m.</u>	Edelen (Board) Dawson (TAC)	None

<b><u>REGIONAL AGENCIES BOARDS &amp; COMMITTEES</u></b>	<b><u>PRINCIPAL</u></b>	<b><u>ALTERNATE</u></b>
<b>Monterey Regional Tax Authority</b> Board of Directors, City Representatives One Ryan Ranch Road, Monterey Website: <a href="http://www.mryrta.org">www.mryrta.org</a> <i>Meeting: Quarterly the 4<sup>th</sup> or 5<sup>th</sup> Monday at 10:00 a.m.</i>	Clark	Ventimiglia
<b>Monterey Regional Waste Management District (MRWMD)</b> William Merry, General Manager 14201 Del Monte Blvd., Monterey 384-5313 / Website: <a href="http://www.mrwmd.org">www.mrwmd.org</a> <i>Meeting: 3<sup>rd</sup> Friday of each month at 9:30 a.m.</i>	Allion  Dawson (TAC)	None
<b>Monterey Regional Water Pollution Control Agency (MRWPCA)</b> Keith Israel, General Manager 5 Harris Court, Bldg. D, Monterey 372-3367 / Website: <a href="http://www.mrwPCA.org">www.mrwPCA.org</a> <i>Meeting: Last Monday of each month at 7:00 p.m.</i>	Allion	None
<b>Monterey-Salinas Transit (MST)</b> Carl Sedoryk, General Manager One Ryan Ranch Road, Monterey 899-2558 / Website: <a href="http://www.mst.org">www.mst.org</a> <i>Meeting: 2<sup>nd</sup> Monday of each month at 10:00 a.m.</i>	Clark	Ventimiglia
<b>Northern Salinas Valley Mosquito Abatement District</b> Kenneth Klemme, Manager-Biologist 342 Airport Blvd, Salinas 373-2483 / Website: <a href="http://www.montereycountymosquito.com">www.montereycountymosquito.com</a> <i>Meeting: 2nd Tuesday of each month at 12:00 p.m.</i>	Cecilio (thru 01/02/18)	None
<b>Seaside County Sanitation District</b> David Pendergrass, Chair 440 Harcourt Avenue, Seaside 899-6230 / Website: <a href="http://www.ci.seaside.ca.us">www.ci.seaside.ca.us</a> <i>Meeting: 2<sup>nd</sup> Tuesday of each month at 9:30 a.m.</i>	Lintell	Clark
<b>Seaside Groundwater Basin Watermaster</b> Dewey D. Evans, Chief Executive Officer 2600 Garden Road, Suite 228, Monterey 641-0113 / Website: <a href="http://www.seasidebasinwatermaster.org">www.seasidebasinwatermaster.org</a> <i>Meeting: 1<sup>st</sup> Wednesday of each month at 2:00 p.m.</i>	Edelen  Dawson (TAC)	Clark
<b>Transportation Agency for Monterey County (TAMC)</b> Debbie Hale, Executive Director 55-B Plaza Circle, Salinas 775-0903 / Website: <a href="http://www.tamcmonterey.org">www.tamcmonterey.org</a> <i>Meeting: 4<sup>th</sup> Wednesday of each month at 9:00 a.m.</i>	Edelen  Dawson (TAC)	Clark

Approved as to form and content at a regular meeting of the City Council of the City of Del Rey Oaks held on December 16, 2014.

Attest: \_\_\_\_\_  
 Kim Carvalho, Deputy City Clerk

**RESOLUTION NO. 2014-14**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF DEL REY OAKS  
APPROVING AN AGREEMENT FOR BUILDING INSPECTION AND PLAN REVIEW  
SERVICES WITH TIMOTHY J. MERONEY**

WHEREAS, the City of Monterey did not renew the contract with the City of Del Rey Oaks (“City”) for plan review and inspection services; and

WHEREAS, the city was given only 2 week’s notice to replace these services which caused an immediate need, leaving no time to go out for bid for these services which is customary; and

WHEREAS, Timothy J. Meroney came highly recommended with past experience at the City of Carmel, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Del Rey Oaks that the “Agreement” attached will serve as a contract between the City of Del Rey Oaks and Timothy J. Meroney for Building Inspection and Plan Review Services as stated therein.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Del Rey Oaks held on December 16, 2014, by the following vote, to wit:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

---

Jerry B. Edelen, Mayor

ATTEST:

---

Daniel J. Dawson, City Clerk

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

**Timothy J. Meroney and City of Del Rey Oaks**

THIS AGREEMENT for Building Inspection and Plan Review Services is made and entered into this \_\_\_\_\_, 2014 by and between Timothy J. Meroney (hereinafter "Contractor"), a municipal corporation, as the service provider, and the City of Del Rey Oaks, a municipal corporation (hereinafter "Del Rey Oaks").

WHEREAS, Del Rey Oaks desires to utilize Contractor for plan review services, building inspections and administrative assistance related to these services, as outlined in detail in the attached Exhibit A; and

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

WHEREAS, the City Council of Del Rey Oaks desires to contract with Contractor for performance of the enumerated municipal services stated herein; and

WHEREAS, Contractor the City Council finds and determined that this Contract to provide plan check review, building inspection and administrative related services is beneficial to the public; and

WHEREAS, the City of Del Rey Oaks authorized this agreement on December 16, 2014 by the passage of Resolution No. 2014-14

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

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

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

1.2. **DUTIES OF CONTRACTOR AND DEL REY OAKS.** See **Exhibit A.**

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

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

3. **TERM OF AGREEMENT.**

3.1. **INITIAL TERM.** The term of this Agreement shall be from \_\_\_\_\_ through \_\_\_\_\_, unless sooner terminated pursuant to the terms set forth in Section 8 herein.

3.2. **EXTENSIONS.** This Agreement may be extended by consecutive one (1) year periods, or for shorter extension periods as agreed to by the parties, by written mutual agreement of both parties specifying the renewal and end dates. At the time of any extension, or at any other time during the term of the Agreement, the labor rates schedule (**Exhibit A**) may be adjusted by written agreement between the parties. Should either party decide not to extend the Agreement beyond the initial (1) year or subsequent (1) year terms, notice of such decision shall be provided to the other party no later than 30 days before the expiration date of the Agreement.

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

**Exhibit A      Scope of Services/Payment Provisions**

5. **PERFORMANCE STANDARDS.**

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

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

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

5.4. Contractor shall perform all services set forth in Exhibit A in a timely manner consistent with the time Contractor would perform similar services in the community; however, City of Del Rey Oaks projects shall be given priority over private paid projects if scheduling conflicts arise.

## 6. EXCLUSIONS

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

## 7. PAYMENT CONDITIONS.

7.1. Payment for Contractor's services under this Agreement shall be made by Del Rey Oaks upon the monthly submission to Del Rey Oaks by Contractor of an invoice for services rendered by Contractor in the preceding month. Payment shall be made within thirty (30) days after receipt of such invoice. Any disputed invoices shall be brought to Contractor's attention within ten (15) days of receipt or invoices will be deemed acceptable.

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

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

7.4. Contractor shall not receive reimbursement for travel expenses unless set forth in Exhibit A herein.

## 8. TERMINATION.

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

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

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

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

## 9. IMMUNITY.

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

As Del Rey Oaks's authorized representative, Contractor shall be recognized as having rights to any immunities it is entitled to. In no event shall any duties contained in Exhibit A, or otherwise herein, negate any legal protections or immunities available to the parties under state or federal law.

## 10. INDEMNIFICATION.

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

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

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

## **11. INSURANCE.**

- 11.1 Each party shall maintain in effect, at its own cost and expense, the following insurance coverage provided either through a bonafide program of self-insurance, commercial insurance policies, or any combination thereof as follows:
- 11.2 Commercial General Liability or Public Liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Each party shall prove that is self insured to the limits specified or have its insurance policy endorsed to name the other party additionally insured.
- a. Auto Liability including owned, leased, non-owned, and hired automobiles, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
  - b. If a party employs others in the performance of this Agreement, that party shall maintain Workers' Compensation in accordance with California Labor Code section 3700 with a minimum of \$1,000,000 per occurrence for employer's liability, for the duration of time that such workers are employed.
  - c. Each party shall maintain in effect throughout the term of this agreement all risk property insurance, excluding earthquake and flood, on all permanent property of an insurable nature in an amount sufficient to cover at least 100% of the replacement costs of said property.
- 11.03 All insurance required by this Agreement shall:
- a. Be placed (1) with companies admitted to transact insurance business in the State of California and with a current A.M. Best rating of no less than A: VI or with carriers with a current A.M. Best rating of no less than A: VII; or (2) disclosed self-insurance with limits acceptable to the other party
  - b. Provide that the party's insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the other party and that the insurance of the other party shall not be called upon to contribute to a loss covered by a party's insurance.
  - c. Subsequent to execution of this Agreement, each party shall file certificates of insurance with the other party evidencing that the required insurance is in effect

12. **NON-DISCRIMINATION.** During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are

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

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

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

<b>FOR DEL REY OAKS:</b> Daniel Dawson City Manager City of Del Rey Oaks	<b>FOR TIMOTHY J. MERONEY :</b> Timothy J. Meroney
650 Canyon Del Rey Del Rey Oaks, CA 93940	24780 Santa Rita Street Carmel, CA 93923
831-394-8511	831-238-6383

15. **MISCELLANEOUS PROVISIONS.**

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

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

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

15.4. Contractor. The term "Contractor" or "Timothy J. Meroney" as used in this Agreement includes Timothy J. Meroney's officers, agents, and employees acting on Timothy J. Meroney's behalf in the performance of this Agreement.

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

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

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

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

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

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

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

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

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

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

15.15. Authority. Any individual executing this Agreement on behalf of Del Rey Oaks or Contractor represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

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

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

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

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

CITY OF DEL REY OAKS

TIMOTHY J. MERONEY

\_\_\_\_\_  
Daniel J. Dawson, City Manager

\_\_\_\_\_  
Timothy J. Meroney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

### I Timothy J. Meroney to Provide the Following:

#### *A. Plan Review Services:*

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

#### *B. Inspection Services:*

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

II City of Del Rey Oaks to Provide the Following:

*A. Plan Review Services:*

- ◆ All fees to be established by the City of Del Rey Oaks. There will be a minimum plan review fee of \$90.00. Revision fees will be based on \$90.00 per hour.

*B. Building Inspection Services:*

- ◆ Inspection fees are based on \$75.00 per hour.

**RESOLUTION NO. 2014-15**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF DEL REY OAKS  
APPROVING AN AGREEMENT FOR BUILDING INSPECTION SERVICES  
WITH MICHAEL K. RACHEL**

WHEREAS, the City of Monterey did not renew the contract with the City of Del Rey Oaks (“City”) for inspection services; and

WHEREAS, the city was given only 2 week’s notice to replace these services which caused an immediate need leaving no time to go out for bid for these services which is customary; and

WHEREAS, Michael K. Rachel came highly recommended with past experience at the City of Carmel, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Del Rey Oaks that the “Agreement” attached will serve as a contract between the City of Del Rey Oaks and Michael K. Rachel for Building Inspection Services as stated therein.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Del Rey Oaks held on December 16, 2014, by the following vote, to wit:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

---

Jerry B. Edelen, Mayor

ATTEST:

---

Daniel J. Dawson, City Clerk

**AGREEMENT FOR BUILDING  
INSPECTION SERVICES**

**Michael K. Rachel and City of Del Rey Oaks**

THIS AGREEMENT for Building Inspection Services is made and entered into this \_\_\_\_\_, 2014 by and between Michael K. Rachel (hereinafter "Contractor"), a municipal corporation, as the service provider, and the City of Del Rey Oaks, a municipal corporation (hereinafter "Del Rey Oaks").

WHEREAS, Del Rey Oaks desires to utilize Contractor building inspection and administrative assistance related to these services, as outlined in detail in the attached Exhibit A; and

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

WHEREAS, the City Council of Del Rey Oaks desires to contract with Contractor for performance of the enumerated municipal services stated herein; and

WHEREAS, Contractor the City Council finds and determined that this Contract to provide building inspection and administrative related services is beneficial to the public; and

WHEREAS, the City of Del Rey Oaks authorized this agreement on December 16, 2014 by the passage of Resolution No. 2014-15

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

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

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

1.2. **DUTIES OF CONTRACTOR AND DEL REY OAKS.**

See Duties of the Parties in **Exhibit A.**

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

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

**3. TERM OF AGREEMENT.**

3.1. **INITIAL TERM.** The term of this Agreement shall be from \_\_\_\_\_ through \_\_\_\_\_, unless sooner terminated pursuant to the terms set forth in Section 8 herein.

3.2. **EXTENSIONS.** This Agreement may be extended by consecutive one (1) year periods, or for shorter extension periods as agreed to by the parties, by written mutual agreement of both parties' City Managers specifying the renewal and end dates. At the time of any extension, or at any other time during the term of the Agreement, the labor rates schedule (**Exhibit A**) may be adjusted by written agreement between each party. Should either party decide not to extend the Agreement beyond the initial (1) year or subsequent (1) year terms, notice of such decision shall be provided to the other party no later than 30 days before the expiration date of the Agreement.

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

**Exhibit A      Scope of Services/Payment Provisions**

**5. PERFORMANCE STANDARDS.**

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

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

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

5.4. Contractor shall perform all services set forth in Exhibit A in a timely manner consistent with the time Contractor would perform similar services in the community; however, City of Del Rey Oaks projects shall be given priority over private paid projects if scheduling conflicts arise.

## **6. EXCLUSIONS**

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

## **7. PAYMENT CONDITIONS.**

7.1. Payment for Contractor's services under this Agreement shall be made by Del Rey Oaks upon the monthly submission to Del Rey Oaks by Contractor of an invoice for services rendered by Contractor in the preceding month. Payment shall be made within thirty (30) days after receipt of such invoice. An additional two percent (2%) will be paid as a late payment carrying charge for each thirty days of delinquency thereafter. Any disputed invoices shall be brought to Contractors attention within ten (15) days of receipt or invoices will be deemed acceptable.

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

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

7.4. Contractor shall not receive reimbursement for travel expenses unless set forth in Exhibit A herein.

## **8. TERMINATION.**

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

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

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

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

## 9. IMMUNITY.

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

As Del Rey Oaks's authorized representative, Contractor shall be recognized as having rights to any immunities it is entitled to. In no event shall any duties contained in Exhibit A, or otherwise herein, negate any legal protections or immunities available to the parties under state or federal law.

## 10. INDEMNIFICATION.

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

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

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

## **11. INSURANCE.**

- 11.1 Each party shall maintain in effect, at its own cost and expense, the following insurance coverage provided either through a bonafide program of self-insurance, commercial insurance policies, or any combination thereof as follows:
- 11.2 Commercial General Liability or Public Liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Each party shall prove that is self insured to the limits specified or have its insurance policy endorsed to name the other party additionally insured.
- a. Auto Liability including owned, leased, non-owned, and hired automobiles, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
  - b. If a party employs others in the performance of this Agreement, that party shall maintain Workers' Compensation in accordance with California Labor Code section 3700 with a minimum of \$1,000,000 per occurrence for employer's liability, for the duration of time that such workers are employed.
  - c. Each party shall maintain in effect throughout the term of this agreement all risk property insurance, excluding earthquake and flood, on all permanent property of an insurable nature in an amount sufficient to cover at least 100% of the replacement costs of said property.
- 11.03 All insurance required by this Agreement shall:
- a. Be placed (1) with companies admitted to transact insurance business in the State of California and with a current A.M. Best rating of no less than A: VI or with carriers with a current A.M. Best rating of no less than A: VII; or (2) disclosed self-insurance with limits acceptable to the other party
  - b. Provide that contractor's insurance is primary and that Del Rey Oak's insurance is non-contributing insurance to the insurance of the other party and shall not be called upon to contribute to a loss covered by a party's insurance.
  - c. Subsequent to execution of this Agreement, each party shall file certificates of insurance with the other party evidencing that the required insurance is in effect

12. **NON-DISCRIMINATION.** During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are

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

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

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

<b>FOR DEL REY OAKS:</b> Daniel Dawson City Manager City of Del Rey Oaks	<b>FOR MICHAEL K. RACHEL:</b> Michael K. Rachel
650 Canyon Del Rey Del Rey Oaks, CA 93940	PO Box 5605 Carmel, CA 93921
831-394-8511	831-241-0948

15. **MISCELLANEOUS PROVISIONS.**

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

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

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

15.4. Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.

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

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

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

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

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

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

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

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

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

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

15.15. Authority. Any individual executing this Agreement on behalf of Del Rey Oaks or the Contractor represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

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

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

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

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

CITY OF DEL REY OAKS

MICHAEL K. RACHEL

\_\_\_\_\_  
Daniel J. Dawson, City Manager

\_\_\_\_\_  
Michael K. Rachel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A SCOPE OF SERVICES/PAYMENT  
PROVISIONS

I Michael K. Rachel to Provide the Following:

*B. Inspection Services:*

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

II City of Del Rey Oaks to Provide the Following:

*Building Inspection Services:* Inspection fees are based on \$75.00 per hour.

**RESOLUTION NO. 2014-16**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF DEL REY OAKS  
AUTHORIZING CITY MANAGER TO EXECUTE  
A LEASE AGREEMENT BETWEEN THE CITY OF DEL REY OAKS AND  
DEL REY OAKS GARDEN CENTER**

WHEREAS, on November 12, 2014 the Planning Commission considered an application requesting an Architectural Review and a Conditional Use Permit to remodel two existing buildings, upgrade and landscape the grounds, and operate Del Rey Oaks Garden Center. The proposed project would take place on a 1.96 acre portion of the former Del Rey Oaks Driving Range Property; and

WHEREAS, the Planning Commission approved the Conditional Use Permit.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Del Rey Oaks that the "Lease Agreement" is hereby approved and the City Manager is hereby authorized to execute said agreement.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Del Rey Oaks held on December 16, 2014, by the following vote, to wit:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

---

Jerry B. Edelen, Mayor

ATTEST:

---

Daniel J. Dawson, City Clerk

CITY OF DEL REY OAKS  
LEASE AGREEMENT  
PORTIONS OF WORK MEMORIAL PARK

DEL REY OAKS GARDEN CENTER.

This Lease Agreement (“Lease”) is executed at Del Rey Oaks, California, this \_\_\_\_ day of \_\_\_\_\_, 2014 (the “Effective Date”), by and between THE CITY OF DEL REY OAKS, a Municipal Corporation, hereinafter referred to as “City” and Del Rey Oaks Garden Center hereinafter referred to as “Tenant.” Each is sometimes referred to individually herein as a “Party” and both are collectively referred to herein as “the Parties.”

**RECITALS**

WHEREAS, the City owns the real property and the improvements thereon located in the City of Del Rey Oaks, Monterey County, California, which is commonly known as “Work Memorial Park”; and

WHEREAS, the City desires to lease a portion of the Work Memorial Park to the Tenant, for the purpose of operating a Retail Garden Center and associated operations; and

WHEREAS, the City Council finds and determines that this Lease and the use of a portion of Work Memorial Park pursuant to this Lease for Del Rey Oaks Garden Center is beneficial to the public.

NOW, THEREFORE, City leases to Tenant and Tenant leases from City the land described herein, upon the terms and conditions as follows:

**1. Premises.**

The City hereby leases to the Tenant and the Tenant hereby leases from the City that portion of Work Memorial Park more particularly shown and described in Exhibit “A”, together with any improvements thereon (the “Premises”).

**2. Term of Lease.**

**A. Definitions.**

“Commencement Date” shall mean the earlier of (a) one hundred and eighty (180) days from issuance of a building permit or (b) the date Tenant receives Building Permit Final and Notice of Occupancy from City to operate the Del Rey Oaks Garden Center business.

“Initial Term” shall mean the initial term commencing on the Commencement Date and, unless extended in accordance with this Lease, ending at 12:01 a.m. on December 31 of the tenth (10th) full year after the Commencement Date (the “Expiration Date”).

“Extension Period(s)” shall mean additional and consecutive period(s) of five (5) years.

“**Term**” shall mean the Initial Term and the Extension Period(s), if any.

“**Option Denial**” shall mean City’s option to deny Tenant’s Extension Option(s).

“**Effective Date**” shall mean execution of Lease.

**B. Initial Term.** This Lease shall be effective as of the Effective Date; however, the rights and obligations ascribed to the Parties herein shall not arise until the Commencement Date. This Lease shall continue in full force and effect for the Initial Term, as defined above, unless extended or terminated sooner pursuant to the terms of this Lease.

### **C. Extension Period(s)**

The City shall have the right and option (the “**Extension Option(s)**”) to extend the Term of this Lease for the number of **Extension Period(s)** set forth below. In order for an Extension Option to be granted by the City, Tenant must deliver a written notice to City requesting an extension of the term (an “**Option Notice Request**”) at least ninety (90) days prior to the conclusion of the Initial Term, or at least ninety (90) days prior to the last day of the then-ongoing Extension Period, as the case may be, and receive written approval from City. Upon receipt of Tenant’s Option Request, City shall have thirty (60) days to approve or deny the request by written notice to Tenant. If Tenant fails to timely give any Option Notice Request, or if City denies any requested Extension Option in accordance herewith, all rights and privileges granted to Tenant shall terminate at the end of the then on-going term.

### **3. Use of Premises.**

Tenant proposes to use the Premises for the operation of a Retail Garden Center and other activities customarily associated with or incidental to the operation of a Retail Garden Center including sale or rental of garden related merchandise as permitted by Conditional Use Permit issued by the City or as permitted by other approval or permit which may be required by the City (collectively, the “**Proposed Usage**”). Tenant shall not use the Premises for the sale of garden supplies not for as permitted by unlawful purpose or in a manner as to create a nuisance and shall comply with all applicable federal, state, and local laws, rules and regulations applicable to the Premises or the use conducted on the Premises pursuant to this Lease.

City shall not unreasonably withhold its approval of the Proposed Usage. If the Proposed Usage is denied at as permitted by time prior to the Commencement Date, for as permitted by reason, by as permitted by City governmental or administrative official, agency, department, or employee, this Lease shall be null and void and of no further force or effect.

### **4. Rent.**

This Lease shall be in effect as of the Effective Date; however, Tenant’s obligation to pay rent, shall commence on the Commencement Date.

The **Rent** shall be \$3,000.00 per month payable monthly. Rental payments shall be delinquent if not paid by the tenth (10th) of the month. A ten percent (10%) late payment charge shall attach to delinquent payments. The rent shall be fixed and shall not increase for each year Initial Term.

The Rent shall be fixed during each five (5) year Extension Period except as noted above. The Rent shall be adjusted commencing with the first Extension Period and agreed at that time.

### **5. Utilities.**

Tenant agrees to arrange to have furnished and shall pay for all the water, fuel, gas, oil, heat, electricity, power, materials and services, including, sewer service charges and janitorial services and maintenance services, which may be furnished to or used in or about said Premises during the term of this Lease and to keep said Premises free and clear of any lien or encumbrances of any kind whatsoever created by Tenant's acts or omissions. The City shall not be liable in any manner for any failure or interruption of any utility service furnished to the Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease.

### **6. Irrigation Well.**

Other than as specifically set forth in this section, Tenant shall have no rights, title or interest in or to the water well and improvements located on or under the Premises. Tenant agrees to repair, maintain and operate the existing well on said Premises consistent with all local, state and federal laws. Tenant may utilize, free of charge, water required for irrigation of areas directly relating to the Proposed Usage and necessary to maintain the Premises in an attractive condition. City shall have the right to use any surplus water not reasonably needed by the Tenant for the Proposed Usage. If City determines to use such water, City will install an inline flow meter and pay for its proportionate share of the costs of operation, maintenance and repair of said well. Tenant shall be responsible to maintain production and consumption records relating to the use of the well. City may also install an additional well on the Premises for its own use, in which case the City will exercise its best efforts to minimize any impact upon the business operations of the Tenant and it shall compensate Tenant for any loss of business directly caused by such well installation.

### **7. Improvements.**

**A. Consent of City.** Tenant shall have no right or authority to make improvements or alterations to the Premises or to construct any new buildings or structures on any part of the Premises without the express written consent of the City and without full compliance with all applicable laws, rules, and regulations, including those pertaining to environmental review and the issuance of permits and approvals.

**B. Costs.** All costs of design, approval and construction shall be paid by Tenant, including but not limited to, architectural and engineering costs, all governmental jurisdiction fees, permits and exactions. City shall not unreasonably withhold its approval.

**C. Ownership of Improvements and Alterations.**

All structural improvements or alterations made or installed on the Premises by the Tenant, or any other person or entity, shall be considered part of the Premises and on the expiration or earlier termination of this Lease shall remain on the Premises and shall become the property of the City unless the City provides written notice to the Tenant at the time the City gives its consent to the improvements or alterations that such improvements or alterations be removed in which case Tenant shall remove the same prior to expiration or within thirty (30) days after early termination of this Agreement. Notwithstanding the above, all items of equipment, machinery, furniture, furnishings, fixtures, and other personal property placed or installed on the Premises by the Tenant shall remain the personal property of the Tenant regardless of the mode or manner of attachment and may be removed by the Tenant at any time throughout and including expiration of the then current term, provided that Tenant shall repair any damage caused by said removal, reasonable wear and tear excepted. Such personal property remaining after the expiration of thirty (30) days after early termination shall be deemed abandoned by the Tenant and shall become the property of the City.

All improvements and alterations to the Leased Premises, including those with regard to landscaping and installation, shall be done in accordance with all applicable laws, regulations, and standards including, but not limited to, the Del Rey Oaks Municipal Code and all applicable development standards.

**8. Use of the Leased Premises.**

**A. Condition of Premises.**

Tenant acknowledges personal inspection of the Premises and the surrounding areas and evaluation of the extent to which the physical condition of the Premises and the surrounding areas will or may affect the operation of the Premises. Tenant expressly acknowledges its acceptance of the Premises in its “As Is, Where Is” condition and acknowledges the City has made no representations or warranties as to the condition of the Premises or its fitness for the uses intended by the Tenant hereunder. Tenant shall make no demands upon the City for any improvements or alterations of the Premises.

Tenant covenants and agrees to maintain the Premises and surrounding property in good repair and in an attractive condition at all times. Should the Tenant fail to maintain said Premises and property in good repair and in an attractive condition, City shall give written notice reciting any defects in the condition of the Premises or property. If Tenant fails to correct said defects within twenty (20) days after receipt of said notice, City shall have the right to enter and make repairs, billing Tenant for cost of repairs.

**B.Non-Discrimination.**

Tenant shall not discriminate on the basis of a person's place of residence, race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex or sexual orientation, against any user or potential user of the Premises. The Tenant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and non-discrimination in the provision of any service or the offering of use of any portion of the Premises.

**C.Americans With Disabilities Act (ADA) and Title 24 Compliance.**

Tenant shall ensure and shall be responsible for ensuring that all buildings, structures, and other facilities located on the Premises or installed or constructed by it on the Premises are compliant with the Americans With Disabilities Act and Title 24 of the California Code of Regulations and Tenant shall be solely responsible for making any repairs or improvements necessary to bring such buildings, structures, and other facilities into compliance.

**D.Grounds Maintenance.**

Tenant shall be solely responsible for all grounds maintenance services including, but not limited to, the obligation to mow, edge, trim, reseed, fertilize, irrigate, and renovate the turf areas located on the Premises, as well as provide the necessary maintenance of any landscaping located on the Premises.

**E.Accident Reports.**

Tenant shall immediately report to the City in writing any accident or occurrence causing, or reasonably estimated to have caused, more than ten thousand dollars (\$10,000) worth of property damage or any serious injury to person or to property that occurs on or in connection with the Premises. This written report shall contain the names and the addresses of the parties involved, a statement of the circumstances, the date and the hour, the names and addresses of any witnesses, and any other pertinent information.

**E.Quality Assurance.**

By entering into this Lease, Tenant agrees that its management and operation of the Premises pursuant to this Lease shall be performed in a fully competent manner. By entering into this Lease, Tenant further agrees and represents to the City that Tenant possesses or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the services contemplated under this Lease and that the City relies upon the professional skills of Tenant to do and to perform Tenant's work.

## **9. Compliance With Law.**

Tenant agrees, at its sole cost and expense, to comply with all the requirements now in force, or which may hereafter be in force, of all municipal, county, state and federal authorities, pertaining to the Premises, or the operations conducted thereon, and to faithfully observe and secure compliance with, in the use of the Premises, all applicable federal, state, and local laws, rules, and regulations now in force or which may hereafter be in force. Nothing herein shall be constructed to allow Tenant to use the Premises without obtaining all permits required by the Del Rey Oaks Municipal Code.

## **10. Taxes.**

Tenant agrees to pay before delinquency all taxes, assessments and fees assessed or levied upon Tenant or the Premises, whatsoever, including the land- and any buildings, structures, machines, appliances or other property or improvements of any nature whatsoever, erected, installed or maintained by Tenant or by reason of the business or other activities of Tenant upon or in connection with the leased Premises. Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxation, and that Lessee may be subject to further payment of property or possessory interest taxes levied on such interest. Tenant further agrees that all such tax payments shall not reduce any rent due to the City hereunder and that any such taxes shall be paid by Tenant before becoming delinquent.

## **11. Indemnity.**

Tenant agrees that City, its agents, officers and employees, shall not be liable for any claims, alleged liabilities, penalties, fines or for any damage to the good, properties, or effects of Lessee, its sublessees or representatives, agents, employees, guests, licensees, invitees, patrons or clientele or any other person whomsoever, or for personal injuries to, or deaths of any persons, whether alleged to have been caused by or resulting from any acts or omissions of Tenant in or about the Premises, or any act or omission of any person or from any defect in any part of the Premises or from any other cause or reason whatsoever arising from the use and occupancy of the Premises. Tenant agrees to indemnify, hold free and harmless, and defend City and its authorized agents, officers and employees against any of the foregoing alleged liabilities and any costs and expenses incurred by City on account of any claim or claims thereafter. Tenant shall not be liable for acts or omissions of the City or any of its employees, officers or agents. This indemnification and hold harmless obligation shall apply whether or not such insurance policies have been determined applicable to any of such damages or claims for damages. Tenant's obligation with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or the termination of this Lease, as to claims arising or accruing prior to the expiration or the termination of this Lease.

Tenant shall be fully responsible for any and all damage done to the Premises, damage to personal property of private individuals or other property of the public, and for any injury to any individual, including any guest, employee, agent, licensee, invitee or member of the City that

results from the affirmative act and/or negligence of the Tenant or Tenant's agents, employees, invitees or licensees.

The City assumes no responsibility for the guarding or the safe-keeping of the Premises or any of the equipment or improvements located thereon or used in connection with Tenant's use of the Premises. Tenant waives all claims against the City, its officers, employees, agents, and volunteers for any damage to such equipment or improvements and for injuries to any employees and/or volunteers or their agents, guests or invitees in or about the Premises arising from any cause at any time.

## **12. Insurance Coverage.**

**A.** During the entire term of this Lease, Tenant agrees to procure and maintain Comprehensive General Liability (CGL) insurance with an insurance company satisfactory to City licensed to do business in California, naming City and its officers and employees as an additional insured, to protect against loss from liability imposed by law for damages occurring on or related to the Premises on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of City or Tenant, or any person acting for City or Tenant, or under their control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of City or Tenant, or any person acting for City or Tenant, or under their control or direction. Such insurance shall also provide for and protect City against incurring any legal cost in defending claims for alleged loss.

**B.** Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this Lease in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) COMBINED SINGLE LIMIT LIABILITY PER OCCURRENCE, with a general aggregate of TWO MILLION DOLLARS (\$2,000,000).

**C.** Tenant agrees to submit a policy of said insurance to City on or before the effective date of this agreement indicating full coverage of the contractual liability imposed by this agreement and stipulating that the insurance company shall not terminate, cancel or limit said policy in any manner without at least thirty (30) days' prior written notice thereof to City, and to provide a full and correct copy of the entire policy within ninety (90) days of execution of the Lease.

**D.** If the operation under this Lease results in an increased or decreased risk, in the reasonable opinion of City, then Tenant agrees that minimum limits hereinabove designated shall be changed accordingly upon request by the City. Tenant agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which the Tenant may be held responsible for the payment of damages to persons or property resulting from Tenant's activities, the activities of its sublessees or the activities of any person or persons for which Tenant is otherwise responsible.

E. Tenant also agrees to procure and maintain during the entire term of this Lease a Workers' Compensation Insurance Policy. Evidence of this insurance shall be provided to the City in the form of a Certificate of Insurance and the insurer must give thirty (30) days' written notice to the City before cancellation or non-renewal of the policy.

F. Waiver of Subrogation. Tenant, to the extent and limits of insurance coverage applicable under any policy of insurance procured as required under this Lease, releases the City, its officers, employees, and agents from any claims for damage to any person or to the Premises, or any part thereof including the buildings, fixtures, personal property, and other improvements or alterations located thereon, of either the City or the Tenant, including loss of income, that are caused by or result from risks insured against under any insurance policies required by this Lease and in force at the time of any such damage.

Tenant shall cause each such insurance policy obtained by it including, but not limited to the Workers Compensation insurance required by this Lease, to provide that the insurance company waives all rights of recovery by way of subrogation against the City in connection with any damage or injury covered by such policy. The City shall not be liable to Tenant or to any other party for any damage caused by fire or any other risk insured against under any property insurance policy carried under the terms of this Lease, to the extent and limits of coverage applicable under any policy of insurance procured as required under this Lease.

### **13. Assignment or Sublease.**

Tenant shall not assign this Lease or any interest therein, nor lease or underlet the said Premises, or any part thereof, or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person, including any concessionaire or otherwise place control of the Premises under a corporation or partnership without the written consent of City first had and obtained, and a consent to one assignment, subletting or occupancy shall not act as a consent to any subsequent subletting or assignment and any assignment without the prior written consent of City, shall at the option of City, terminate this Lease and any such purported assignment, sublease, occupancy or use shall be null and void. City shall not unreasonably withhold its consent to such an assignment, sublease or use in which the assignee or other person continues the business of the assignor.

### **14. Entry by City and Public Easement.**

Tenant will permit the City's representatives to enter the Premises for the purposes of determining compliance with this Lease, making of repairs, vehicle access for maintenance of City's Park and tennis courts. No such entry provided by this section shall constitute an eviction of Tenant or a disturbance of its quiet enjoyment to use and to occupy the Premises. Public access for bicycle and pedestrian traffic shall be provided.

### **15. Conduct of Business.**

Tenant shall conduct its business in a first-class manner and shall not use the Premises for, nor carry on nor permit upon said Premises, any offensive, noisy, unsafe or dangerous trade, business, manufacture, or occupation, or any nuisance. The Premises shall not be used or permitted to be used in whole or in part during the said term of the Lease for any purposes or uses in violation of any laws, ordinances, regulations, or rules of any public authority at any time applicable thereto, specifically including but not limited to those laws relating to any alcoholic beverage license; and Tenant expressly agrees at all times during the term of this Lease at Tenant's own cost to construct, repair, maintain, and do all things necessary to maintain the Premises, in a clean, neat, safe and sanitary manner and in compliance with any and all laws, ordinances, rules and regulations of any public authority in force during the term of this Lease.

Tenant may store on the Premises only personal property that the Tenant owns, leases or rents and shall not improperly store any flammable materials, explosives or other dangerous or hazardous materials.

### **16. Hours of Operation.**

Tenant agrees that the public use of the Premises shall be restricted to 7:30A.M. until 5:30P.M. Monday – Friday, 8:00A.M. until 3:00P.M. Saturday and twelve (12) Sunday's a calendar year and in accord with all applicable laws and ordinances with all hours subject to any restrictions contained in the Del Rey Oaks Municipal code.

### **17. Signs.**

No temporary or permanent signs shall be placed or installed upon the Premises and no existing signs shall be altered without the prior written consent of City.

### **18. No Right to Encumber.**

Tenant may not encumber the Premises, this Lease, its leasehold estate or its improvements thereon by deed of trust, mortgage, chattel mortgage, lien or other security-type instrument or other encumbrance for any purpose whatsoever without City's written consent. City shall not unreasonably withhold its consent.

### **19. Default.**

Upon breach of this Lease by Tenant, then City, besides other rights or remedies it may have in law or in equity, shall have all of the following remedies:

a) The remedies provided for by California Civil code §1951.2 including, but not limited to, the right to recover the worth at the time of the award of the amount by which unpaid rent for the balance of the term until the time of the award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided, as computed pursuant to subdivision (b) of §1951.2 of the California civil code.

b) The right, by mailed or delivered notice to Tenant, to terminate this Lease.

c) The power to enter the Premises and remove therefrom all persons and property; such property may be stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. City may from time-to-time sublet the Premises, or any part thereof, for such term or terms (which may extend beyond the term hereof) and at such rentals and upon such other terms as City in its sole discretion may deem advisable with the right to make alterations and repairs to said Premises; upon each such subletting.

1) Tenant shall be immediately liable to pay to City, in addition to indebtedness other than rent due hereunder, the cost of such subletting and of such alterations and repairs, incurred by City and the amount by which the rent hereunder for the period of such subletting (to the end of the term hereof) exceeds the amount agreed to be paid as rent for the Premises for such period of such subletting; or

2) At the option of City, rents received from such subletting shall be applied: First to payment of indebtedness other than rent due hereunder from Tenant to City; second, to the payment of costs of such subletting and of such alterations and repairs; third, to payment of rent due and unpaid hereunder; and the residue, if any, shall be held by City and applied in payment of future rent as the same becomes due hereunder.

3) If Tenant has been credited with any rent to be received by each subletting under: option (1), and such rent shall not be promptly paid to City by the sublessees, or if such rentals received from such subletting under option (2) during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to City. Such deficiency shall be calculated and paid monthly. No taking possession of said premises by City shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant. Notwithstanding any such subletting without termination, City may at any time thereafter elect to terminate this Lease for such previous breach.

d) Upon application by City, a receiver for Tenant shall be appointed to take possession of the premises and to exercise all the rights granted to City set forth in subparagraph (3) above, and apply any rentals collected from the leased Premises as therein provided.

## **20. Lease Validity.**

If any portion of this Lease is or shall be held to be invalid, such invalidity shall not affect the validity of the balance or remainder of same. There are no covenants and warranties other than those express herein, other than the City's warranty of title declaring that it owns the subject property.

### **21. Holding Over.**

This Lease shall terminate without further notice at expiration of the Term. Any holding over by Tenant after expiration shall not constitute a renewal or extension or give Tenant any rights in or to the Premises except as otherwise expressly provided in this Lease. In the event of holding over, without waiver of default and without extension of the Lease, Tenant shall agree that the rental value shall be 200% of the amount derived in accordance with paragraph 4 herein, and Tenant shall pay the increased amount to City during any period of holdover tenancy, whether said tenancy shall be lawful or not.

### **22. Time is of the Essence.**

Time is of the essence of each and all of the terms and provisions of this Lease and this Lease shall inure to the benefit of and be binding upon the parties hereto and any successor of Tenant as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations and agreements in this Lease shall extend to and bind any assigns or sublessees of Tenant.

### **23. Waiver.**

The waiver by City of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by City shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent. Failure on the part of City to require or exact full and complete compliance with any of the covenants, conditions or agreements of this Lease shall not be construed as in any manner changing the terms hereof and shall not prevent City from enforcing any provision hereof.

The failure to exercise any right or option or privilege hereunder by City shall not preclude the City from exercising any right, option or privilege hereunder, and shall not be deemed a waiver of said right, option or privilege, nor shall it relieve Tenant from Tenant's obligation to perform each and every covenant and condition on City's part to be performed hereunder nor from damages or other remedy for failure to perform or meet the obligations of this Lease.

### **24. Recordation.**

The City shall record this Lease with the Monterey County Recorder.

### **25. Negation of Partnership.**

It is expressly understood and agreed by both parties that Tenant, while using and occupying the Premises and complying with any of the terms and conditions of this Lease, is a tenant of the City and is not an employee or agent of the City and this lease is not intended, and

shall not be construed, to create the relationship of agent, contractor, servant, employee, partnership, joint venture or association.

**26. Attorney's Fees.**

In case suit should be brought for recovery of the Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

**27. Notices.**

All notices to City shall be addressed to:

City Manager  
City of Del Rey Oaks  
650 Canyon Del Rey Road  
Del Rey Oaks, California, 93940

All notices to Tenant shall be addressed to:

Del Rey Oaks Garden Center  
899 Rosita Rd.  
Del Rey Oaks, California, 93940

**28. Arbitration.**

If both parties in their sole discretion agree in writing in advance, claims, disputes and other controversies arising out of or relating to this Lease shall be decided by arbitration according to the rules and practices of the American Arbitration Association, and any such arbitration decision shall be binding on the parties and enforceable in court.

**29. Entire Agreement.**

This Lease contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Lease has been or is relied on by either party. Each party has relied on its own examination of this Lease, the counsel of its own advisors, and the warranties, representations and covenants in the Lease itself. The failure or refusal of either party to inspect the Premises, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

### **30. Successors.**

Subject to the provisions of this Lease on assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall insure to the benefit of the heirs, successors, executors, administrators, assigns, sublessees, tenants, subtenants and personal representatives of the respective parties.

**31. Joint and Several Liability.** Tenant and each and all of the officers of the Tenant, shall be jointly and severally liable hereunder. All individuals signing this Lease as users of the Premises shall be jointly and severally liable for the obligations imposed upon the Tenant hereunder.

**32. Jurisdiction.** This Lease shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Lease shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

**33. Force Majeure.** Neither the City nor the Tenant shall be deemed in breach of this Lease for failure to perform any of the obligations or the duties imposed upon it under this Lease as the direct result of any reason beyond its reasonable control including, without limitation, acts of God, terrorist attacks, riots, strikes, fires, storms or any regulation of any federal, state or local government or agency thereof; however, such excuse shall continue only during the pendency of the particular occurrence or force majeure.

**34. Conflict of Interest.** Tenant warrants and declares that, to the best of its knowledge, it has no interest, and shall not knowingly acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Lease a violation of any applicable local, state or federal law. In the event that any conflict of interest should nevertheless arise, Tenant shall promptly notify the City of the existence of such conflict of interest so that the City may determine whether to terminate this Lease.

**35. Rights and Obligations Under this Lease.** By entering into this Lease, the Parties do not intend to create any obligations express or implied other than those set out herein; further, this Lease shall not create any rights in any party not a signatory hereto.

**36. Licenses.** If any license or permit of any kind is required of the Tenant, its representatives, agents or employees by federal, state or local law, Tenant warrants that such licenses or permits have been or will be obtained, are valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

**37. Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.

**38. Warranty of Authority.** Each Party represents and warrants that it has the right, power, and authority to enter into this Lease. Each Party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Lease for it, to enter into this Lease.

**39. Joint Representation.** The language of all parts of this Lease shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the Party preparing or drafting the Lease, or any part thereof, shall be applicable or invoked.

**40. Records and Reporting.** In addition to any reporting or record-keeping that may be required under this Lease, Tenant shall be responsible for making any regulatory reporting that may be required for any activities performed by it under this Lease.

**41. Audit and Examination of Accounts.** Tenant hereby agrees to disclose and to make available to the City and its representatives any and all information, reports or books of records or accounts pertaining to this Lease. All records provided for in this section are to be maintained and made available throughout the performance of this Lease and for a period of not less than five (5) years, additionally any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than five (5) years after final resolution of such disputes, litigation, appeals or claims.

**42. Exhibits Incorporated.** All exhibits and/or attachments referred to in this Lease and attached to it are hereby incorporated by this reference. In the event of a conflict between any of the terms of this Lease and any of the terms of an exhibit or attachment to this Lease, the terms of the Lease shall control the respective duties and liabilities of the Parties.

**43. Headings.** The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Lease.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City of Del Rey Oaks and of Del Rey Oaks Garden Center have entered into this Lease.

CITY OF DEL REY OAKS

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_, 2014

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney  
City of Del Rey Oaks

Dated: \_\_\_\_\_, 2014

**ATTEST:**

\_\_\_\_\_  
City Clerk

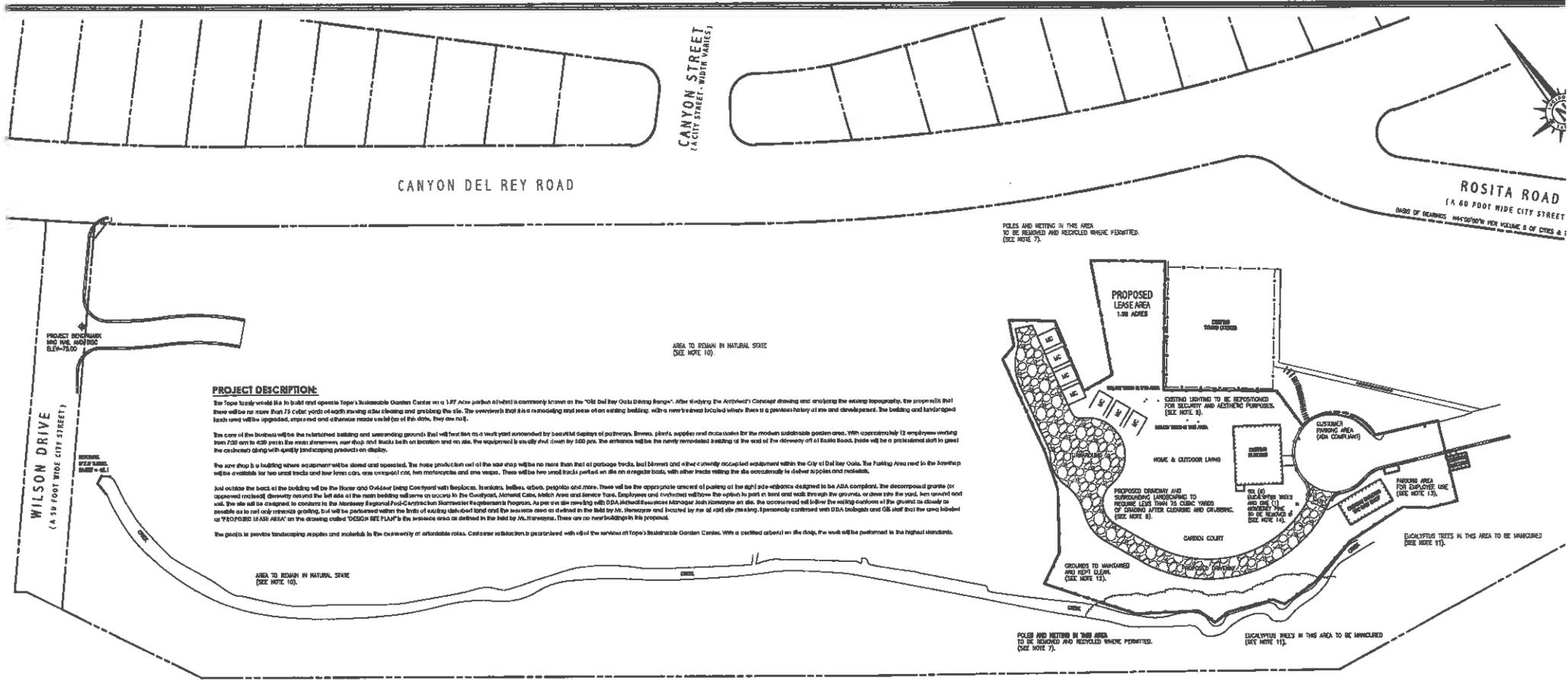
Dated: \_\_\_\_\_, 2014

**TENANT:**

Del Rey Oaks Garden Center

\_\_\_\_\_  
Mark Bordonaro

Dated: \_\_\_\_\_, 2014



**PROJECT DESCRIPTION:**

The Topé family will be in full and operate Topé's Sustainable Garden Center on a 1.97 Acre parcel in what is commonly known as the "Old Del Rey Oaks Dining Center". After studying the Architect's Concept drawing and enclosing the existing topography, the project will first have to be re-sited to meet the City's 75 cubic yard of debris removal and grading the site. The existing site is a recycling and reuse of an existing building, which has been located where there is a previous history of use and development. The building and landscaped lawn will be upgraded, improved and otherwise made viable (top of the site, they say so).

The core of the business will be the restaurant building and surrounding grounds that will feature a courtyard surrounded by beautiful displays of pathways, benches, plants, supplies and materials for the modern sustainable garden area. With approximately 12 employees working from 7:30 am to 4:30 pm the main showroom, repair shop and back bay on location and on site, the equipment is evenly split down by 500 per. The entrance will be the newly renovated building at the end of the driveway off of Bunko Road. There will be a professional staff to greet the customer along with quality landscaping services on display.

The repair shop is a building where equipment will be stored and operated. The noise production out of the shop will be no more than that of garbage trucks, fuel blenders and other currently occupied equipment within the City of Del Rey Oaks. The Parking Area next to the driveway will be available for two small trucks and four larger cars, one compact car, two motorcycles and one van. There will be two small trucks parked on the on storage bins, with other trucks using the site occasionally to deliver supplies and materials.

Just outside the back of the building will be the House and Outdoor Living Center with landscape. In addition, benches, patios and more. There will be the appropriate amount of parking at the right side entrance designed to be ADA compliant. The decomposed granite (or approved material) driveway on the left side of the main building will serve as access to the Garden, Harvest Case, Utility Area and Service Area. Employees and customers will have the option to park in front and walk through the grounds, or drive into the yard, then connect and walk. The site will be designed to conform to the Monterey Regional Post-Construction Stormwater Requirements Program. As per a meeting with DDA Michael Deane and Manager Josh Hovavanyan on site, the access will follow the existing contours of the ground as closely as possible so as to not only preserve grading, but will be performed within the limits of existing disturbed land and the historic area as defined in the field by Mr. Hovavanyan and located by the old site marking. It is proposed to confirm with DDA biologist and GIS staff that the area labeled as "PROPOSED LEASE AREA" on the drawing called "DESIGN SITE PLAN" is the business area as defined in the field by Mr. Hovavanyan. There are no trees subject to the proposal.

The goal is to provide landscaping services and materials to the community of sustainable retail. Center relocation is pre-arranged with all of the tenants of Topé's Sustainable Garden Center. With a certified arborist on the site, the work will be performed to the highest standards.

**NOTES:**

- BOUNDARY LOCATIONS SHOWN HEREON WERE DETERMINED WITH THE BENEFIT OF A FIELD SURVEY SUPPLEMENTED BY RECORD DATA. ALL BOUNDARY DATA SHOWN HEREON ARE FROM THE RECORDS, AND IS SHOWN APPROXIMATE ONLY - NOT FOR CONSTRUCTION.
- ENTITLEMENTS OR ENCUMBRANCES AFFECTING THIS PROPERTY MAY NOT NECESSARILY BE SHOWN.
- DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
- ALL DESIGN INFORMATION IS CONCEPTUAL ONLY, NOT FOR CONSTRUCTION.
- TREE TYPES ARE INDICATED WHERE KNOWN. DIAMETERS OF TREES (IF ANY) ARE SHOWN IN INCHES AND ARE APPROXIMATE ONLY. TO BE VERIFIED BY AN APPROVED ARBORIST. TREES SMALLER THAN 4" ARE NOT NECESSARILY SHOWN. DIRECTION OF GROWTH AND DRIP LINE SHAPE TO BE VERIFIED BY OTHERS.
- ALL STORM DRAIN SYSTEM DESIGN SHALL CONFORM TO THE MONTEREY REGIONAL POST-CONSTRUCTION STORMWATER REQUIREMENTS PROGRAM AND ALSO COORDINATED WITH CITY OF DEL REY OAKS PUBLIC WORKS DEPARTMENT.
- THE EXISTING POLES AND NETTING ARE TO BE REMOVED AND RECYCLED IF POSSIBLE, ALONG WITH OTHER MATERIAL, FROM THE FORMER GOLF DRIVING RANGE.
- THE NEW ACCESS DRIVEWAY WILL BE SURFACED WITH DECOMPOSED GRANITE AND/OR ACCEPTABLE SURFACE TO CONFORM WITH THE MONTEREY REGIONAL POST-CONSTRUCTION STORMWATER REQUIREMENTS PROGRAM.
- THE FACILITY CURRENTLY HAS OUTDOOR LIGHTING INSTALLED IN VARIOUS PLACES. THE PLAN IS TO REPOSITION THE LIGHTS FOR NOT ONLY SECURITY REASONS, BUT ALSO AESTHETIC PURPOSES IN AN ATTEMPT TO MITIGATE THE POSSIBLE ISSUES WITH NEIGHBORING BUSINESSES, RESIDENTIAL UNITS AND HIGHWAY TRAFFIC.
- THE AREA PREVIOUSLY PROPOSED AS A WORK YARD, PLANT AND FLOWER DISPLAY, NO PONDS, AND WALKING PATH ARE NO LONGER PART OF THIS PROPOSAL AND WILL REMAIN IN ITS NATURAL STATE.
- THE TREES TO BE TRIMMED AND MANICURED MAY BE PERFORMED WITH AN EYE TOWARD CREATING A HEALTHIER BUFFER BETWEEN THE GARDEN CENTER AND THE RESIDENTS ON CASANOVA STREET AND MIDWAY CIRCLE IN MONTEREY.
- THE ENTIRE SITE WILL BE KEPT CLEAN AND CLEAR CONSISTENT WITH BUSINESSES OF THIS NATURE. THE VEHICLES WILL BE PARKED IN THE APPROPRIATE STALLS AT THE END OF THE WORKDAY.
- PARKING AREA TO BE SURFACED WITH DECOMPOSED GRANITE AND/OR ACCEPTABLE SURFACE TO CONFORM WITH THE MONTEREY REGIONAL POST-CONSTRUCTION STORMWATER REQUIREMENTS PROGRAM.
- TREES TO BE REMOVED ARE TWO (2) 36" EUCALYPTUS, ONE (1) 24" EUCALYPTUS, TWO (2) 18" EUCALYPTUS, ONE (1) 12" EUCALYPTUS, AND ONE (1) 1" PINE.
- DAYS AND HOURS OF OPERATION TO BE DETERMINED.

**LEGEND:**

	PROPOSED LEASE AREA
	RECORD RIGHT OF WAY
	RECORD LOT LINE
	PROJECT BENCHMARK
	NEW WOOD FENCE AROUND PERIMETER OF FACILITY
	NEW ACCESS DRIVEWAY (SEE NOTE 8)
MC	= MATERIAL CRIB
EP	= EDGE OF EXISTING PAVEMENT
ACC	= EXISTING ASPHALT CONCRETE DRIVE
	EDGE OF FOLIAGE

THIS MAP CORRECTLY REPRESENTS A SURVEY PREPARED BY ME AND/OR UNDER MY DIRECTION, FROM FIELD DATA COLLECTED IN JANUARY OF 2012 THROUGH MARCH OF 2014.

DATE: MARCH 24, 2014  
REVISED DATE: OCTOBER 16, 2014

**BASIS OF BEARINGS:**  
THE BEARING OF N44°00'00"W AS SHOWN ON THE MAP FILED IN VOLUME 6 OF CITIES & TOWNS AT PAGE 42 AS FOUND MONUMENTED BUT NOT SHOWN HEREON IS THE BASIS OF BEARINGS FOR THIS SURVEY.

**BENCHMARK:**  
ELEVATIONS FOR THIS SURVEY ARE BASED ON AN ASSUMED DATUM. AN ELEVATION OF 76.00 HAS BEEN ASSIGNED TO A MAG NAIL & DISC SET IN THE PAVEMENT NEAR THE NORTHWESTERLY CORNER OF THE SUBJECT PROPERTY AS SHOWN HEREON.

**LEASE AREA LEGAL DESCRIPTION:**  
To be determined through negotiations with the City of Del Rey Oaks.

# DESIGN SITE PLAN

OF

## TOPE'S SUSTAINABLE GARDEN CENTER

AT

899 ROSITA ROAD  
DEL REY OAKS, CALIFORNIA

PREPARED FOR

**Marc Bordonaro Constructio**

by **LUCIDO SURVEYORS** Del Rey O

Boundary and Construction Surveys • Topographic and PL  
ALTA Surveys and GIS Database Management • Land Plan

SCALE: 1" = 50' PROJECT No. 1249

SHEET ONE OF ONE

**RESOLUTION NO. 2014-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL REY OAKS  
CANVASSING THE NOVEMBER 4, 2014,  
GENERAL MUNICIPAL ELECTION**

-oOo-

WHEREAS, A General Municipal Election was held on Tuesday, November 4, 2014, for the election to impose a one half (1/2) cent sales and use tax as required by the provisions of the laws of the State of California; and

WHEREAS, this is the time a place specified by law for the Council to meet and proceed to canvas the votes cast at said election.

NOW, THEREFORE, BE IT RESOLVED, BY THE City Council of the City of Del Rey Oaks that it is found and determined:

1. That the total number of votes cast at said election was 602 and that the Measure received the number of votes for the following:
  - a) Yes: 371
  - No: 211

That tax required a majority vote to pass and to be in effect for a five (5) year term starting immediately.

PASSED AND ADOPTED by the City Council of the City of Del Rey Oaks at a regular meeting duly held on December 16, 2014, by the following vote:

AYES: COUNCIL MEMBERS:  
NOES: COUNCIL MEMBERS:  
ABSENT: COUNCIL MEMBERS:

\_\_\_\_\_  
Jerry B. Edelen, Mayor

ATTEST:

\_\_\_\_\_  
Daniel J. Dawson, City Clerk

# CERTIFICATE OF REGISTRAR OF VOTERS

In the Matter of the CANVASS OF THE VOTE CAST )  
at the **City of Del Rey Oaks Election** )  
held on November 4, 2014 )

I, **Claudio Valenzuela**, Registrar of Voters of the County of Monterey, State of California hereby certify;

**THAT** an election was held within the boundaries of the City of Del Rey Oaks on November 4, 2014 for the purpose of submitting Measure "R" to the qualified electors and; I caused to have processed and recorded the votes from the canvass of all ballots cast at said election within the boundaries of the City of Del Rey Oaks.

I **HEREBY FURTHER CERTIFY** that the record of votes cast at said election are set forth in Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth at length.

**IN WITNESS WHEREOF**, I hereunto affix my hand and seal this Monday, November 24, 2014 and file this date with City of Del Rey Oaks.



**Claudio Valenzuela**  
Registrar of Voters



**RESOLUTION NO. 2014-18**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF DEL REY OAKS  
AUTHORIZING CITY MANAGER TO EXECUTE  
AGREEMENTS WITH THE STATE BOARD OF EQUALIZATION FOR  
IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX.**

WHEREAS, on June 24, 2014, the City Council approved Ordinance No. 278 amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the State Board of Equalization (Board) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Board will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Board requires that the City enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of said taxes, and

Whereas, the Board requires that the City Council authorize the agreements;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Del Rey Oaks that the "Preparatory Agreement" attached as Exhibit A and the "Administrative Agreement" attached as Exhibit B are hereby approved and the City Manager is hereby authorized to execute each agreement.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Del Rey Oaks held on December 16, 2014, by the following vote, to wit:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

---

Jerry B. Edelen, Mayor

ATTEST:

---

Daniel J. Dawson, City Clerk

**AGREEMENT FOR STATE ADMINISTRATION  
OF CITY TRANSACTIONS AND USE TAXES**

The City Council of the City of Del Rey Oaks has adopted, and the voters of the City of Del Rey Oaks (hereafter called "City" or "District") have approved by the required majority vote, the City of Del Rey Oaks Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the State Board of Equalization, (hereinafter called the "Board") and the City do agree as follows:

**ARTICLE I  
DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 279, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

**ARTICLE II  
ADMINISTRATION AND COLLECTION  
OF CITY TAXES**

**A. Administration.** The Board and City agree that the Board shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

**B. Other Applicable Laws.** City agrees that all provisions of law applicable to the administration and operation of the State Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Board pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

**C. Transmittal of money.**

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

**D. Rules.** The Board shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

**E. Preference.** Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Board shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

**F. Security.** The Board agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Board shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Board.

**G. Records of the Board.**

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Board agrees to permit authorized personnel of the City to examine the records of the Board, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Board's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Board pursuant to this Agreement.

**H. Annexation.** City agrees that the Board shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Board. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

**ARTICLE III**  
**ALLOCATION OF TAX**

**A. Allocation.** In the administration of the Board's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Board, to all districts with which the Board has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Board, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

**B. Vehicles, Vessels, and Aircraft.** For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Board in determining the place of use.

#### **ARTICLE IV COMPENSATION**

The City agrees to pay to the Board as the Board's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Board for the City.

#### **ARTICLE V MISCELLANEOUS PROVISIONS**

**A. Communications.** Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization  
P.O. Box 942879  
Sacramento, California 94279-0032  
Attention: Administrator, RAAS

Communications and notices to be sent to the City shall be addressed to:

City of Del Rey Oaks  
650 Canyon Del Rey Rd  
Del Rey Oaks CA 93940

**Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.**

**B. Term.** The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on April 1, 2015 . This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Board completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

**C. Notice of Repeal of Ordinance.** City shall give the Board written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

**ARTICLE VI**  
**ADMINISTRATION OF TAXES IF THE**  
**ORDINANCE IS CHALLENGED AS BEING INVALID**

**A. Impoundment of funds.**

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Board the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

**B. Costs of administration.** Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Board may retain all payments made by City to Board to prepare to administer the City Ordinance.

2. City will pay to Board and allow Board to retain Board's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Board or to the State of California the amount of any taxes plus interest and penalties, if any, that Board or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Board its costs for rebating or refunding such taxes, interest, or penalties. Board's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Board's staff for use in making these rebates or refunds and any other costs incurred by Board which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Board's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Board. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Board in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Board in connection with such refunds shall be billed by Board on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Board shall bill City on or before the 25th of each month for all costs incurred by Board for the preceding calendar month. City shall pay to Board the amount of such costs on or before the last day of the succeeding month and shall pay to Board the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Board costs incurred in making those refunds.

CITY OF DEL REY OAKS

STATE BOARD OF EQUALIZATION

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
Brian Manuel, Administrator  
Return Analysis & Allocation Section

\_\_\_\_\_  
Daniel J. Dawson  
(Typed Name)

\_\_\_\_\_  
City Manager  
(Title)

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE  
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of City of Del Rey Oaks, hereinafter called *City*, and the STATE BOARD OF EQUALIZATION, hereinafter called *Board*, do agree as follows:

1. The Board agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Board at the times and in the amounts hereinafter specified all of the Board's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Board's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Board's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Board. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Board shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Board shall be billed by the Board periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Board the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Board's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization  
P.O. Box 942879  
Sacramento, California 94279-0032  
Attention: Administrator, RAAS

Communications and notices to be sent to City shall be addressed to:

City of Del Rey Oaks  
650 Canyon Del Rey Rd  
Del Rey Oaks CA 93940

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Board has received all payments due from City under the terms of this agreement.

CITY OF DEL REY OAKS

STATE BOARD OF EQUALIZATION

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
Brian Manuel, Administrator  
Return Analysis & Allocation Section

Daniel J. Dawson  
(Typed Name)

City Manager  
(Title)

(Rev. 11/14)

**CITY OF DEL REY OAKS GENERAL TRANSACTIONS AND USE TAX**

All legal correspondence should be mailed to the following address:

Jurisdiction: City of Del Rey Oaks

Title: City Manager

Address: 650 Canyon Del Rey Rd

Del Rey Oaks CA 93940

Financial correspondence (Non-confidential information) should be mailed to the following address:

Note: Confidential information may be sent only to positions authorized by resolution

Jurisdiction: City of Del Rey Oaks

Title: Deputy City Clerk

Address: 650 Canyon Del Rey Rd

Del Rey Oaks CA 93940

Paper warrants (if issued) and Monthly/quarterly statements of transactions and use tax payments should be mailed to the following address:

Jurisdiction: City of Del Rey Oaks

Title: Deputy City Clerk

Address: 650 Canyon Del Rey Rd

Del Rey Oaks CA 93940

Name: Daniel J. Dawson

Signature: \_\_\_\_\_

Title: City Manager

Date: December 16, 2014

**RESOLUTION NO. 2014-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL REY OAKS  
CANVASSING THE NOVEMBER 4, 2014,  
GENERAL MUNICIPAL ELECTION**

**OROS**

WHEREAS, A General Municipal Election was held on Tuesday, November 4, 2014, for the election of certain officers as required by the provisions of the laws of the State of California; and

WHEREAS, this is the time and place specified by law for the Council to meet and proceed to canvas the votes cast at said election.

NOW, THEREFORE, BE IT RESOLVED, BY THE City Council of the City of Del Rey Oaks that it is found and determined:

1. That the total number of votes cast at said election was 602 and that the following persons received the number of votes for the following offices:
  - a) For the Office of Mayor, Two-Year Term:

<u>Name</u>	<u>Number of Votes</u>
Jerry B. Edelen	<b>479</b>

That the person receiving the highest number of votes cast at said election for the Office of Mayor was Jerry B. Edelen, and is hereby declared to be elected to said office for a two (2) year term.

- b) For the Office of Council Member, two (2) Four-Year Terms:

<u>Name</u>	<u>Number of Votes</u>
Patricia "Pat" Lintell	<b>318</b>
Dennis Allion	<b>309</b>
Jeff Cecilio	<b>270</b>

That two persons receiving the highest number of votes cast at said election for the four (4) year term office of City Council Members were: Pat Lintell and Dennis Allion and said persons are hereby declared to be elected for a four (4) year term to said office.

PASSED AND ADOPTED by the City Council of the City of Del Rey Oaks at a regular meeting duly held on December 16, 2014, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

---

Jerry B. Edelen, Mayor

ATTEST:

---

Daniel Dawson, City Clerk

**CERTIFICATE OF THE REGISTRAR OF VOTERS**

In the Matter of the CANVASS OF VOTE CAST )  
at the City of Del Rey Oaks )  
November 4, 2014 Election )

I, **Claudio Valenzuela**, Registrar of Voters of the County of Monterey, State of California hereby certify;

**THAT** an election was held within the boundaries of the City of Del Rey Oaks, on November 4, 2014 for the purpose of electing one Mayor and two City Council Members to the City of Del Rey Oaks, and; I caused to have processed and recorded the votes from the canvass of all ballots cast at said election within the boundaries of the City of Del Rey Oaks.

I **HEREBY FURTHER CERTIFY** that the record of votes cast at said election are set forth in Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth at length.

**IN WITNESS WHEREOF**, I hereunto affix my hand and seal this Monday, November 24, 2014 and file this date with the City of Del Rey Oaks.



**Claudio Valenzuela**  
Registrar of Voters



COUNTY OF MONTEREY Statement of Vote  
CONSOLIDATED GENERAL ELECTION **EXHIBIT A**

DEL REY OAKS														
	Registration	Ballots Cast	Turnout (%)	DEL REY OAKS, MAYOR JERRY B. EDELEN	DEL REY OAKS, MEMBER, CITY COUNCIL PATRICIA "PAT" LINTELL	JEFF CECILIO	DENNIS ALLION							
4064 4064	1090	200	18.35	147	99	81	98							
4064 - VBM	1090	402	36.88	332	219	189	211							
Precinct Totals	1090	200	18.35	147	99	81	98							
VBM Totals	1090	402	36.88	332	219	189	211							
Grand Totals	1090	602	55.23	479	318	270	309							
CALIFORNIA	1090	602	55.23	479	318	270	309							
20th CONGRESS	1090	602	55.23	479	318	270	309							
17th SENATORIAL DISTRICT	1090	602	55.23	479	318	270	309							
29th ASSEMBLY DISTRICT	1090	602	55.23	479	318	270	309							
2nd DIST. BOARD OF EQUALIZA	1090	602	55.23	479	318	270	309							
6th APPELLATE COURT	1090	602	55.23	479	318	270	309							
4th SUPERVISORIAL DISTRICT	1090	602	55.23	479	318	270	309							
DEL REY OAKS	1090	602	55.23	479	318	270	309							



# CITY OF DEL REY OAKS

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

## A PROCLAMATION HONORING JEFF CECILIO FOR HIS DEDICATION TO THE CITY OF DEL REY OAKS



**WHEREAS**, Mr. Jeff Cecilio has been an active member of the City of Del Rey Oaks community for many years; and

**WHEREAS**, Mr. Jeff Cecilio is a entrepreneur owning Monterey Fire Extinguishers located in Sand City, California; and

**WHEREAS**, Mr. Jeff Cecilio was an active member of the Planning Commission from 2003-2004; and

**WHEREAS**, Mr. Jeff Cecilio has been on the City Council from 2006-2014; and

**WHEREAS**, Mr. Jeff Cecilio has served with dedication and commitment to his assigned committees and boards serving on the Seaside Sanitation District Board, the Northern Salinas Valley Mosquito Abatement District Board and Monterey Peninsula Water Management District's Policy Advisory Committee; and

**WHEREAS**, Mr. Jeff Cecilio will be missed for both his insight and his steadfast commitment to the betterment of the city he served.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Jerry B. Edelen, Mayor of Del Rey Oaks, the City Council and all citizens of our fair City, do hereby thank Mr. Jeff Cecilio for his many years of dedicated service and devotion to the City of Del Rey Oaks.

Dated this 16th day of December, 2014

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**Jerry B. Edelen, Mayor**

CALIFORNIA LEGISLATURE

# Assembly

CERTIFICATE OF RECOGNITION

**David Olmos**

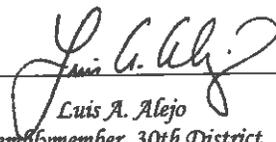
***1984 State Championship Baseball Team***

*On behalf of the California State Assembly, I, Assemblymember Luis A. Alejo congratulate you on your induction to the Hartnell Community College Athletics Hall of Fame. Through teamwork, dedication, and perseverance, the Hartnell Community College baseball program made state recognition.*

*Congratulations! Go Panthers!*

*Presented on Saturday, November 15<sup>th</sup>, 2014*



  
Luis A. Alejo  
Assemblymember, 30th District

**Hartnell Athletics Hall of Fame**  
**CLASS *of* 2014**

**David Olmos**  
**1984 State Championship Baseball Team**

**November 15, 2014**



**Dr. Willard Lewallen**  
Superintendent/President



**Dan Teresa**  
Athletics Director



**HARTNELL COLLEGE**





**SEASIDE POLICE DEPARTMENT**

**Vicki L.H. Myers, Chief of Police  
Louis Lumpkin, Deputy Chief**

*Honor, Pride, and Commitment*

440 Harcourt Avenue  
Seaside, CA 93955

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FAX (831) 899-6297  
TDD (831) 899-6217

November 23, 2014

Chief R. Langford  
Del Rey Oaks Police Department  
650 Canyon Del Rey  
Del Rey Oaks, California 93940

Dear Chief Langford:

On November 22, 2014, one of my Seaside Police Officers responded to a domestic that resulted in an officer-involved-shooting. At the same time other priority calls were received, to include a robbery alarm, a gun-shot victim arriving at CHOMP, and a second domestic/attempt homicide incident.

As always, your officers immediately responded to assist. In addition, when I arrived on scene (but not surprisingly), you arrived a few seconds behind me to offer support and resources. As a result, service to our community did not skip a beat, thanks to the efforts of your officers, the Monterey Police Department, the Monterey District Attorney's Office, and the Monterey County Sheriff's Office.

Please share our sincere appreciation with your officers. Please do not hesitate to call on me if we can ever return the favor.

Sincerely,

Vicki L. H. Myers  
Chief of Police