



CITY OF DEL REY OAKS

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

REGULAR MEETING OF THE CITY OF DEL REY OAKS CITY COUNCIL TUESDAY, JUNE 23, 2020 AT 6:00 P.M.

**MEETING TO BE HELD VIRTUALLY ONLY
AT THE FOLLOWING ZOOM LINK PER GOVERNOR NEWSOM'S EXECUTIVE
ORDERS N-29-20 AND N-33-20 REGARDING COVID-19 PROTOCOLS:**

*Click on link below
If you are not able to,
then copy and paste or type the link into your browser
You must have a computer with a camera or smart phone to participate in
the video portion of the meeting.*

Join Zoom Meeting
<https://zoom.us/j/173400555>
Meeting ID: 173 400 555 Password: 913653

To participate telephonically, call either number below.

*+1 669 900 6833 US (San Jose)
+1 408 638 0968 US (San Jose)*

1. 6:00 P.M. - ROLL CALL – *Council*
2. PUBLIC COMMENTS: General Public Comment must deal with matters subject to the jurisdiction of the City and the Council that are not on the Agenda. 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.*
3. PROCLAMATIONS:
 - A. Proclamation for Racial Equity
 - B. Proclamation for Pride Month

- 4. **CONSENT AGENDA:** *Action Items*
 - A. **MINUTES: (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)**
 - 1. **May 26, 2020 Regular City Council Meeting**
 - 2. **June 2, 2020 Special City Council Meeting**
 - 3. **May 13, 2020 Regular Planning Commission Meeting**

 - B. **MONTHLY REPORTS: (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)**
 - 1. **Claims, May 2020**
 - 2. **Unpaid Bills Detail, All**
 - 3. **Financials, May 2020 and May 2019**
 - 4. **Fire Department Response Report, May 2020**
 - 5. **Police Activity Report, May 2020**

 - C. **MISCELLANEOUS (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)**
 - 1. **Updated Strategic Planning Grid**
 - 2. **Election Resolution 2020-14**
 - 3. **FORTAG Master Agreement Revisions**

- 5. **OLD BUSINESS:** *Action/Information Items*
 - A. **Consider Second Reading of Ordinance 302, Modifying Chapter 17.59 of the Del Rey Oaks Municipal Code Relating to Signs as Recommended by the Planning Commission**
 - B. **Consider the General Plan Annual Progress Report**

- 6. **NEW BUSINESS:** *Action/Information Items*
 - A. **Consider the 2020-2022 Municipal Budget**
 - B. **Consider the Monterey County Emergency Communications Agreement**
 - C. **Consider an Agreement with TAMC for the RSTP funding**
 - D. **Consider an Agreement for RMS equipment for Police Department**

- 7. **STAFF REPORTS:**
 - A. **City Manager Report**

- 8. **MAYOR AND COUNCIL REPORTS**
 - A. **Council Member Goetzelt Written Report**

- 9. **CORRESPONDENCE:**
 - A. **MST Board Meeting Highlights**
 - B. **TAMC Board Meeting Highlights**

10. **CLOSED SESSION:** As permitted by Government Code Section 54956 et. seq. the Council may adjourn to a Closed Session to consider specific matters dealing with certain litigation, personnel, or labor/real property negotiations.
MEETING TO BE HELD VIRTUALLY ONLY PER GOVERNOR NEWSOM'S EXECUTIVE ORDERS N-29-20 AND N-33-20 REGARDING COVID-19 PROTOCOLS: The Council alone will participate in the Closed Session portion of the meeting via invitation. They will return to the open zoom link meeting listed above upon adjourning from closed session.
- A. **Public Comment on Closed Session Items:** Anyone wishing to address the City Council on an item to be discussed in closed session may do so now. 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 public comment period.
- B. **Closed Session Items:**
- 2) Conference with Legal Counsel – Existing Litigation (Gov't Code § 54956.9(a)) *Robert Austin vs. City of Del Rey Oaks et al.* (Monterey County Superior Court Case No. 20CV001323.)
 - 3) Conference with Legal Counsel - Existing Litigation (Gov't Code § 54956.9(a)) *California Native Plant Society v. Fort Ord Reuse Authority et. al.* (Monterey County Superior Court Case No. 20CV001529.)
 - 4) Public Employee Performance Evaluation (Gov't Code §54957)
Title: City Manager
 - 5) Conference with Labor Negotiators (Gov't Code § 54957.6) Agency Designated Representatives: Mayor Alison Kerr and Vice-Mayor Kristin Clark. Unrepresented Employee: Dino Pick, City Manager
- C. **Adjourn to Open Session**
D. **Report Out By City Attorney**

11. **NEXT MEETING DATE:** Tuesday, August 25, 2020, at 6:00pm

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.

How do I join a Zoom meeting?

There are 3 ways to join a Zoom meeting:

- With the Zoom app on your desktop
- From the Zoom website
- Or via telephone dial-in

Note: The host will have to start the meeting first so you can join.

From the Zoom app:

1. Click on Join

Join Zoom Meeting

<https://zoom.us/j/173400555>

Meeting ID: 173 400 555

To participate telephonically, call either number below.

+1 669 900 6833 US (San Jose)

+1 408 638 0968 US (San Jose)

2. Enter the Meeting ID (see the box to the right)
3. You can then choose whether to come into the meeting with your audio or video enabled or disabled

From the Zoom website:

1. Go to the zoom website: <https://www.zoom.us/join>
2. Enter the Meeting ID (See the box above)
3. You can then choose whether to come into the meeting with your audio or video enabled or disabled

Telephone dial in:

1. The dial in information is in the box above.
2. Dial one of the two numbers and follow the prompts.



CITY OF DEL REY OAKS

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

Proclamation

Recognition of Racial Equity

WHEREAS, as members of a culturally and ethnically diverse society, we are committed to the fundamental principle that all people are created equal with the right to life, liberty and the pursuit of happiness; and

WHEREAS, the recent deaths of George Floyd, Rayshard Brooks, Breonna Taylor and Ahmaud Arbery are part of a long history of violence perpetuated against black individuals in this country; and

WHEREAS, such violence stems from intolerance and the City of Del Rey Oaks abhors such intolerance and is committed to recognizing the dignity of all people; and

WHEREAS, verbal and physical acts to threaten or intimidate any people are not consistent with our core values, are not part of our culture, and do not reflect who we are; and

WHEREAS, a safe community requires open communication, diverse perspectives and a foundation built on tolerance and trust; and

WHEREAS, we respect and celebrate the richness and variety of cultures, values, traditions and uniqueness as they contribute to the tapestry of our community; and

WHEREAS, each of us can and should promote inclusiveness, celebrate diversity, support all fellow community members, prevent the spread of misinformation and reject hate and bias in all forms which will make Del Rey Oaks a stronger and healthier community; and

WHEREAS, the city council, city staff and police department personnel are committed to policies and practices that respect the life and rights of every individual; and

NOW, THEREFORE BE IT RESOLVED that, I, Alison Kerr, Mayor of Del Rey Oaks, do hereby proclaim that we affirm our community's shared values of compassion, inclusion, respect, and dignity; and our commitment to building an environment, and a community, in which everyone is valued and everyone has the opportunity to thrive; and we encourage all citizens to likewise affirm these values of inclusion and work with us and each other to improve racial equity in Del Rey Oaks.

Signed this 23rd day of June, 2020

Alison Kerr, Mayor



CITY OF DEL REY OAKS

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

Proclamation Recognition of Pride Month June 2020

WHEREAS, the City of Del Rey Oaks has a diverse Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ+) community and is committed to supporting visibility, dignity and equity for all its residents; and

WHEREAS, many of the residents and business owners within the City of Del Rey Oaks who contribute to the enrichment of our City are a part of the LGBTQ+ community; and

WHEREAS, Del Rey Oaks is strengthened by the diversity of ethnic, cultural, racial, gender and sexual identities of its residents and business community members, all of which contribute to the character, talent, economy and leadership of our City.

WHEREAS, while critical steps have been made toward full LGBTQ+ equity and equality, members of our national, state and local community still face discrimination, exclusion and prejudice simply for being who they are and for whom they love; and

WHEREAS, discrimination against people from the LGBTQ+ community and around the world make it imperative for cities like Del Rey Oaks to stand up and show support for our LGBTQ+ residents; and

WHEREAS, we respect and celebrate the richness and variety of cultures, values, traditions and uniqueness as they contribute to the tapestry of our community; and

WHEREAS, each of us can and should promote inclusiveness, celebrate diversity, support all fellow community members, prevent the spread of misinformation and reject hate and bias in all forms which will make Del Rey Oaks a stronger and healthier community; and

WHEREAS, June was chosen as national Pride Month to commemorate the 1969 protests and demonstrations in response to raids at the Stonewall Inn in New York's Greenwich Village; and

WHEREAS, June has become a symbolic month in which LGBTQ community and allies come together in various celebrations of pride; and

NOW THEREFORE BE IT RESOLVED that, I, Alison Kerr, Mayor of Del Rey Oaks, do hereby proclaim the month of June as LGBTQ+ Pride month, and encourage all residents to actively promote, support and help build a culture of inclusiveness and acceptance.

Signed this 23rd day of June, 2020

Alison Kerr, Mayor

**CITY OF DEL REY OAKS CITY COUNCIL REGULAR MEETING CONVENED AT 6:00 P.M.
ON TUESDAY, MAY 26, 2020 VIA ZOOM ON LINE MEETING**

Present: Council Member Goetzelt, Council Member Lintell, Vice Mayor Clark and Mayor Kerr

Absent: Council Member Gaglioti

Also present: City Attorney Lorca, City Manager Pick, Deputy City Clerk Minami and City Finance Clerk Carvalho

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

PUBLIC COMMENT:

Scott Donaldson: Great news! The citizen's action group will have a partnership with Safeway to give out 50 cards for \$50 each on June 6th between 10:00-12:00 to Del Rey Oaks citizens only. First 50 people. DROCAG will be taking donations at the time and all COVID 19 protocol will be strictly followed.

Kim Shirley: Thanks Dino and Mayor Kerr for the letters, coffee's and community campfires. Helps the city feel connected, good for everyone. This Council needs to vote for the will of the people of the City. Water bills are already high. Council Member Gaglioti's vote will cause them to go to the highest competition. His vote was a break in ethics, expects more from the City Council.

Gary Kreeger: Thanks Dino and Mayor Kerr because he is now meeting new people. Council Member Gaglioti's vote and unethical behavior needs to be brought to for front. The majority of residents supported Public Water Now and support Monterey One Water, this is just like Monterey Bay Community Power all over again! Cal Am will falter.

Dennis Allion: Thanks entire Council. Taken aback by comments made about Council Member Gaglioti. The term unethical is unwarranted, just because you don't agree with him. The plan is flawed. It's not meeting potential, no agreement to support and already over budget. To approve the SEIR would have been a mistake, DRO wasn't the only city to vote against it. A public apology is needed to Council Member Gaglioti!

Ken Rutherford: Thanks Staff, Council and the folks doing the butterfly garden for all of the hard work. If the SEIR would have been certified, doesn't mean it would move forward. It is irresponsible of Council Member Gaglioti to kill the project. Disappointed didn't get a professional email response from him.

Jim Clark: Thanks Staff, Council and Police Department. Thanks Dennis for striking a balance. So many people aren't here because they think the status quo is working well. Not everyone is behind Monterey One Water.

Scott Laxier: Council Member Gaglioti's lack of accountability minimizes his position. It is deceit and cowardice. He made a choice with a failure to have a backup plan when he voted against the SEIR. He is a bully. DRO needs authentic leaders! The Council should follow a code of ethics. Shady dealings don't come from ethical leaders.

Federica Jones: Council Member Gaglioti's unethical behavior during the Water One Water meeting is being noticed. You didn't listen to the residents when asked him to be replaced, and

still not listening. There are others that want the Cal Am project. Residents are noticing his relationships with some Council and City Manager too.

Mayor Kerr reads the Proclamations.

PROCLAMATIONS:

- A. **Military Appreciation Month - Mayor Kerr reads**
- B. **National Public Works Week – Mayor Kerr reads**

CONSENT AGENDA:

A. MINUTES

- 1. April 28, 2020, Regular City Council Meeting
- 2. March 11, 2020, Planning Commission Meeting

B. REPORTS

- 1. Claims Report, April 2020
- 2. Unpaid Bills Detail, All
- 3. Financials April 2020 and April 2019
- 4. Fire Department Response Report, April 2020
- 5. Police Activity Report, April 2020

C. MISCELLANEOUS:

- 1. Updated Strategic Planning Grid
- 2. Amended Resolution Adopting a List of Projects for FY 20-21 Funded by SB1

Mayor Kerr: Pulled the minutes from the April 28th meeting to correct a sentence to reflect what she said about the signs staying up for 45 days.

***Motion to approve consent agenda with the change to the minutes from last City Council Meeting
by Vice Mayor Clark
Second by Council Member Lintell***

MOTION PASSED UNANIMOUSLY VIA ROLL CALL VOTE

Public Comment: No further comments received

Mayor Kerr: For the record, the Capital Improvement Projects funds are moving from this fiscal year to next.

OLD BUSINESS:

Consider an Urgency Ordinance Relating to a Temporary Moratorium o Eviction Tenants, and Declaring the Ordinance to Be an Urgency Measure to Take Effect Immediately Upon Adoption.

Council Member Goetzelt: This is just to extend to August 31st?

Mayor Kerr: Yes, best estimate of time and Council can shorten or extend it at a future meeting.

***Motion to approve Item 5.A. as presented by Council Member Goetzelt
Second by Vice Mayor Clark***

MOTION PASSED UNANIMOUSLY VIA ROLL CALL VOTE

Public Comment: No further comments received

NEW BUSINESS:

Mayor Kerr: Move Item 6.D to the first of the items to accommodate Charles McKee of Monterey County.

Consider a letter of support for Monterey County variance request

City Manager Pick: The City has a letter of support for the County variance request. It's important to be on the record with support.

Charles McKee: Thanks all. Shares time line of items for the Shelter in Place. From the shut down to where we are now. Efforts of Monterey County Health is based on public health needs. New cases, test results etc. The Monterey County attests that we can move through phase 2 and is seeking a position from the City Council tonight. What is best for you? As we move into this stage, we have to keep up the precautions. State will withhold funds if a City or County has violations, which is devastating for all.

Council Member Goetzelt: In support it, for physical, mental and financial reasons.

Council Member Lintell: Wants to move forward, concerned about dine in restaurants.

Charles McKee: They submitted to the State, should be a quick turnaround. A revised SIP order as soon as the State approves the attestation request it will go up on website. Business must comply with general practices. Employees must be trained and city regulations must be followed.

Council Member Lintell: Requirement for temperature check?

Charles McKee: Doesn't know for sure.

Vice Mayor Clark: Supports it and wants people to realize it's good behaviors we should continue.

Mayor Kerr: Unprecedented pandemic, and grateful to Dr. Moreno for his mythical course he is taking the County. In support of it but want to keep up the protocol.

***Motion to approve Item 6.D. as presented by Council Member Goetzelt
Second by Vice Mayor Clark***

MOTION PASSED UNANIMOUSLY VIA ROLL CALL VOTE

Public Comment: No further comments received

Consider an Agreement with Marina Coast Water District Regarding Water and Wastewater Services

City Manager Pick: Explains the purpose of the agreement is for the provision of potable and non-potable water to the City's former Fort Ord properties. Recognizing the rights and obligations, more important now than ever since FORA is going away on June 30th. Pending consideration and approval by Council, MCWD staff will refer the Agreement to the Board for approval.

Keith Van Der Maaten: This point in history we are all looking forward to the relationship. Been FORA, now it will be the Del Rey Oaks and others joining in later, DRO is the first. FORA allocated water to DRO and it's up to MCWD to make it happen.

Vice Mayor Clark: Long time coming, glad to be working with them.

Mayor Kerr: On Page 4 items 3 & 4: not guaranteeing the acre footage and reduction? Why can't it be guaranteed?

Keith Van Der Maaten: Simply don't know about ground water program at this point. There is a ground water sustainability program. Augmentation of water is in the Master Plan. Lots of projects, maybe even desal. MCWD believes that solutions will be found.

Mayor Kerr: Would like a copy of the Master Plan. Can water be transferred?

Keith Van Der Maaten: No.

Mayor Kerr: Who owns the sewer?

Keith Van Der Maaten: Del Rey Oaks and Seaside Sanitation manages it, Monterey One Water owns those rights.

Mayor Kerr: Phases?

Keith Van Der Maaten: Phase one is collaboration with Monterey One Water. Phase two is treatment, about 5 years. Monterey One Water owns the treatment and MCWD owns the facilities.

Mayor Kerr: Committees?

Keith Van Der Maaten: Open to options. Committees can be staff and Council or Dino and MCWD to meet.

Mayor Kerr: How is it appointed?

Council Member Goetzelt: Board is “at large”.

Mayor Kerr: Annexation?

Keith Van Der Maaten: Have spoken with Dino about it. Mostly physical difficulty, but they would like it to happen.

City Attorney Lorca: Discussion has covered questions. Agree to agree.

***Motion to approve Item 6.A. as presented by Vice Mayor Clark
Second by Council Member Lintell***

MOTION PASSED UNANIMOUSLY VIA ROLL CALL VOTE

Public Comment: No further comments received

Consider a Memorandum of Agreement with FORA for the South Boundary Road Project

City Manager Pick: This will be the biggest project in the City’s history. This MOA is for the transfer of funds and project responsibility for the SBR and the intersection at General Jim Moore improvements. FORA will assign Whitson contract to the City.

Council Member Goetzelt: Supports the plan and taking the lead in the construction and management of SBR is very important.

Council Member Lintell: Taking control is good.

Vice Mayor Clark: Wish it was before FORA sunsets, but is in full support.

Mayor Kerr: What happens if there isn’t enough money?

City Manager Pick: Separate agreement with City of Monterey for Rancho Saucito etc. If costs run over, then the Council will make that decision to approve project and costs.

Mayor Kerr: Two different pots of money. With a round about coming, litigation will be next, what happens then?

City Manager Pick: No reason in the world to go to court. Both agencies can save a lot of money. Native Plant Society and the City are both committed to finding middle ground. Will do everything to stay out of court.

Mayor Kerr: The design and construction are fenced and we must use prevailing wage.

City Manager Pick: This is not a private project, yes prevailing wage.

Vice Mayor Clark: That road serves Monterey, are we able to get them to maintain it?

Mayor Kerr: It can be a separate agreement.

PUBLIC COMMENT:

Scott Waltz: Worked very hard with FORA on FORTAG design and is listed as a stake holder with Whitson, would like that not to change.

City Manager Pick: FORTAG will be important stakeholders and looking forward to making it right with FORTAG.

Scott Waltz: Please confirm as soon as possible.

Jim Clark: Will personally dig up the endangered plants and move them.

***Motion to approve Item 6.B. as presented by Council Member Goetzelt
Second by Council Member Lintell***

MOTION PASSED UNANIMOUSLY VIA ROLL CALL VOTE

Public Comment: No further comments received

Consider a Joint Community Facilities Agreement with FORA for Habitat Related Services

City Manager Pick: Approximately \$750,000.00 in funds. The purpose of the funds can be used for EIR, CEQA litigation, manage habitat and to maintain the City barrier among other items. But it is not for the conservation of habitat. The transferred funds will be held separately and used only on certain expenses.

Council Member Goetzelt: Fenced pot of funds, it's fair. In support.

Vice Mayor Clark: What happens if it exceeds \$750,000.00?

City Manager Pick: Depends on what happens with FORA sunsets and with the HCP. Could be a regional habitat committee. All of this will be decided by Council. All future mitigation will be paid for by developers.

Mayor Kerr: Funding will go into different pots, wants a clear idea of what that will look like and that public can see "pots".

City Attorney Lorca: This is just for the amount of funds.

City Manager Pick: Important to recognize that because of Council Member Gaglioti's work on the FORA board, the City ended up with more funds.

***Motion to approve Item 6.C. as presented by Vice Mayor Clark
Second by Council Member Goetzelt***

MOTION PASSED UNANIMOUSLY VIA ROLL CALL VOTE

Public Comment: No further comments received

STAFF REPORT:

City Manager Pick: Staff submitted the LEAP grant application to the State for a potential planning grant of \$65,000. AMBAG met Wednesday and discussed Regional Early Action Planning, the regional grant program. There is the potential for the City to receive an additional \$65,000 through this program. AMBAG is still developing the plan and application process for REAP. The AMBAG board will consider the plan at its June meeting. Coffee with the CM Tuesday evening with about 8 people. The FORTAG agreement and resolution have been signed and submitted to TAMC. The Staff transition plan is under development to coincide with State

and County reopening phases. The Planning Commission meeting Wednesday reviewed the General Plan Annual Progress Report. Staff will revise the report based on Commission and public input prior to presenting to Council on June 2. Participated as guest speaker in the Presidio of Monterey's Memorial Day Ceremony, which was recorded Friday for release this week. The budget committee is reviewed a draft budget that will come before Council in June that is balanced, does not require lay-offs, and leaves our strategic economic uncertainty reserve intact. Most jurisdictions cannot say the same, and I am thankful for the leadership of this and previous Councils for the policies and decisions that allow us to be where we are. Ron continues to care and maintain the park and City Hall without help from Gab crews or GA workers. He is doing a terrific job. PG&E is doing tree trimming around the City and coordinating with Ron. Ron is also taking this opportunity to update our inventories and records of City owned equipment. Mori contacted City Hall to amend his CUP application to request the expanded footprint behind the business and additional Sundays. Pending the submission staff will schedule it for Planning Commission in June. Staff contacted one of our two development teams. They confirmed that they are still interested in being the developer the City selects for our Fort Ord property, but said that they are not making any new commitments to develop until the uncertainty of the current environment is reduced. City submitted a comment letter on the Airport's Safety Improvement Project Environmental Assessment. Staff spoke with Monterey Peninsula Partners to answer questions about infrastructure and habitat management. The RV Resort project continues to await the extension of utility infrastructure before applying for a construction permit. Public Works planted new flowers in our gateway monuments, repaired a broken water line and disposed of trash dumped along South Boundary Road.

COUNCIL REPORT:

Council Member Goetzelt: Notes are in the packet. There are three sites to go to if a dead bird to found: SPCA, Mosquito Abatement or West Nile website.

Council Member Lintell: Attended Seaside Sanitation: Approved an amendment to agreement with Harris & Assoc for an amount not to exceed \$49,980 for the Fremont, Broadway & Ortiz sewer main upgrades project. Attended Community Services: It was reported by the Development Director that grants and donations are looking good. But next year is expected to be a tough one as there will be cuts in largest contracts. The CEO reported the COVID-19 expenses are about \$22,000. Of that amount, approximately \$6,500 was related to technology – remote access services and on-line meeting software etc. The rest was for personal protective equipment. Have placed 22 homeless individuals in 18 motel rooms. Our Counselors are providing case management twice weekly and lodgers will be allowed to stay at least 30 days. The Access to mental Health Program produced income equal to its expenses for 2 months. This is a result of the 2nd round of layoffs. The program still does not have a Program Officer.

Vice Mayor Clark: Reviewed the MST highlights. Buses only allowing for 10 riders at a time. MST received grant money for driver barriers. Trying to keep the main lines open. Because of CARES Act, in good shape for 1.5 years.

Mayor Kerr: Very busy with COVID 19 related zoom meetings to stay up to date. Supervisor Parker spoke at

Zoom Campfire on Thursday. Mayors meeting every other week. Weekly updates with more neighborhood news. Attended the Budget Committee meeting. Held a What's on your Mind?. The reports/highlights should be put in reports not correspondence.

PUBLIC COMMENT: NO FURTHER COMMENT RECEIVED

Mayor Kerr announced the item to be heard on closed session and opened public comment; seeing none, public comment was closed.

CLOSED SESSION:

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. Public Comment on Closed Session Items: Anyone wishing to address the City Council on an item to be discussed in closed session may do so nay. 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 public comment period.
- B. Closed Session Items:
 - 1) Conference with Legal Counsel – Existing Litigation (Gov't Code 54956.9(a)) *LandWatch Monterey County vs. City of Del Rey Oaks et al.* (Monterey County Superior Court Case No. 19CV005255)
 - 2) Conference with Legal Counsel – Existing Litigation (Gov't Code § 54956.9(a)) *Robert vs. City of Del Rey Oaks et al.* (Monterey County Superior Court case No. 20CV001323.)
- C. Adjourn to Open Session
- D. Report out by City Attorney

8:00 pm: Adjourned to closed session

8:15p.m. Reconvened into open session

City Attorney Lorca: Stated as to the matters of *LandWatch vs. City of Del Rey Oaks* and *Robert vs. City of Del Rey Oaks*, status was provided to Council and Council provided him with direction but no reportable action taken.

8:15p.m.: Adjourned to next meeting date of Tuesday, June 23, 2020 at 6 pm.

Attest:

Date:

**CITY OF DEL REY OAKS CITY COUNCIL REGULAR MEETING CONVENED AT 6:00 P.M.
ON TUESDAY, JUNE 2, 2020 VIA ZOOM ON LINE MEETING**

Present: Council Member Goetzelt, Council Member Gaglioti, Council Member Lintell (6:01)
Vice Mayor Clark and Mayor Kerr

Absent: None

Also present: City Attorney Lorca, City Manager Pick, Deputy City Clerk Minami and City Finance Clerk Carvalho

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

PUBLIC COMMENT:

Kim Shirley: Thanks Chief Hoyne for his letter on Nextdoor, very meaningful. Peaceful protests in Monterey and Seaside and thanks the surrounding Police Departments.

Ken Rutherford: Echo's Kim's message. Good to know surrounded by supportive Police.

Scott Donaldson: 50 Del Rey Oaks residents will be able to get a Safeway card for \$50.00 at the corner of Quendale and Portola on June 6 from 10-12. The Herald and the Weekly will be running stories about the giveaway and partnership with DROCAG and Safeway. All Covid19 protocols will be followed.

NEW BUSINESS:

Consider the General Plan Annual Progress Report

City Manager Pick: Annual requirement to the State. Received terrific input from the Planning Commissioners and public, made some adjustments and this document is the result.

Introduces Denise Duffy.

Denise Duffy: Reviews slide show (next page). The Resolution for this item will be brought for acceptance to Council on the 23rd of June.

City of Del Rey Oaks General Plan Review

1

Agenda

- Purpose of Meeting
- Annual Report on Del Rey Oaks General Plan
- Status/Review of Elements & Policies
- Questions/Discussion
- Next Steps

Annual Review Report Purpose

2

To provide enough information to:

- Allow local legislative bodies to assess how the general plan is being implemented in accordance with adopted goals, policies, and implementation measures.
- Provide enough information to identify necessary course adjustments or modifications to the general plan as a means to improve local implementation.

Annual Review Report Purpose

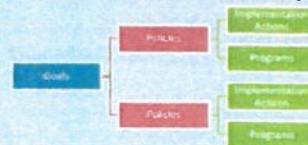
3

- Provide correlation between land use decisions that have been made since the last reporting period and the goals, policies, and implementation measures contained in the general plan.
- Provide information regarding local agency progress in meeting its share of regional housing needs and removing governmental constraints to the development of housing.

Contents of General Plans

4

- Goals, objectives, policies and programs.
- The level of detail in each element shall reflect the needs of the community.



Del Rey Oaks General Plan - GP and Review History

5

- ▶ 1988 Plan - last comprehensive General Plan
- ▶ Update 1997 focused on Former Fort Ord Property
- ▶ Current General Plan – is a combination of 1988 Policies the 1997 General Plan Update for the Former Fort Ord
- ▶ Comprehensive Review of all General Plan Policies 2016-2017 with Planning Commission, City Council 2017
- ▶ Housing Element adopted December 2019

Review of General Plans

6

- ▶ After adoption by the local agency, there are requirements for review and reporting
- ▶ Office of Planning and Research (OPR) under § 65400 requires Planning Commissions to review and report to City Council on implementation of General Plans
- ▶ City Council then considers and adopt a resolution on the report/progress and provides this to OPR

City of Del Rey Oaks General Plan Review

7

- ▶ Review of Elements & Policies
- ▶ Questions/Discussion
- ▶ Next Steps

City Manager Pick: Reviews changes that were made on the grid based on comments from the Planning Commissioners and public.

Vice Mayor Clark: A lot of good information and very thought out. One thing she would like to see is a walkable City and the Stone House where Tarpy's is located be turned into a historical building.

Council Member Lintell: Dino answered most of the questions. Asks about The Garden Center Expansion, wants the Planning Commissioners to consider 2.L.8 in the document. Doesn't want document to state "Mayor's advisory committee's" in L.16, it should be changed to something else. Thanks Denise.

Council Member Goetzelt: In C.11 policy summary annexation for years now, needs to be updated. From S.5 wants all houses in the City to run on City utilities, even the houses on septic. During the time it is getting hooked up on Ft. Ord, do those houses too. Lack of walkability from General Jim Moore east to the shopping center is a problem. The City can gain walkability if we get access to the storage driveway and gates, you can see directly to Tarpy's driveway from the storage business. Hwy 218 is a hazard.

Council Member Gaglioti: Isn't that something we can do it's just two gates. From C.7 what is the City take on the section about the realignment of HWY 68?

Denise Duffy: C.7 isn't applicable. Taking notes as we go, this isn't a General Plan update though, that is the time we clean these types of things up. Great exercise.

Council Member Gaglioti: What does "support" mean?

Denise Duffy: It's a policy directive. Example would be the City does not "support" the airport access road.

Council Member Gaglioti: What happens when the developer idea doesn't match up?

Denise Duffy: They can apply for a General Plan Amendment and it would have to be approved by Council.

Council Member Gaglioti: On C/OS-5c it can be misconstrued.

City Manager Pick: Change the word "much" to "some". Set aside for open space and Native Plant Society.

Mayor Kerr: Add the parcels numbers to the wording also.

Council Member Gaglioti: Good recommendation.

Council Member Goetzelt: Due to historical and geographical, it is very limited to what can go on the 17 acres.

Council Member Gaglioti: N.1 some are more sensitive to noise but as a jurisdiction we can't control a lot of that issue, it's a Federal decision.

City Manager Pick: It puts us on the record. Example is the letter to the Airport regarding the EIR, it's powerful.

Council Member Gaglioti: Was on the Planning Commission when the General Plan was reviewed, it was fun.

Mayor Kerr: What about the use of the word “complete” in the implemented column? Some aren’t completed.

Denise Duffy: Let’s delete the word “complete”.

Mayor Kerr: The Planning Commission has a lot to consider when looking at items, is there a document to assist? Thinking of new Commissioners.

Denise Duffy: No. This document refers to the Planning Commissioners at first level of review for development.

City Manager Pick: L.13, moved the RV storage to the Airport and give priority to Del Rey Oaks residents.

Mayor Kerr: C.2, justification based on TAMC.

Denise Duffy: Old language (VMT vs. LOS), policy is still outdated.

Mayor Kerr: S.6a, which parcels are the former Ft. Ord, doesn’t see it.

Denise Duffy: It’s the whole city, including the Ft. Ord parcels.

Mayor Kerr: Would like the phrase “drainage” changed to “Arroyo Creek”.

City Manager Pick: S.7 The city has identified water and sewer line along South Boundary Road.

Mayor Kerr: C/OS-5d, Work Memorial Park needs to be added. C/OS-7, not just about frog pond, additional items regarding city. C/OS-9, upland and siltation due to run off is the Airport. N.2 regarding noise study, has City ever received anything?

City Manager Pick: Denise has a noise monitoring study from 2007 by the Airport, nothing more recent.

Mayor Kerr: As far as progress, is it past year or cumulative efforts?

Denise Duffy: Usually cumulative.

PUBLIC COMMENT:

Kim Shirley: Thanks Dino for being a good listener and implementing the changes. C-OS-5d, The 17 acres needs to be conserved as open spaces.

Denise Duffy: Needs to be updated.

Denise Allion: Thanks Council Member Goetzelt and Council Member Gaglioti for their comments because really wants a beer garden and walkability. Any development must integrate both sides of the city. Hwy 218 is not safe.

Vice Mayor Clark: Wants the storage areas turned into a “downtown” Del Rey Oaks.

Council Member Goetzelt: Agrees with Vice Mayor Clark about downtown and wants to have mixed use too. Nature has made it impossible to build on most of the 17 acres.

City Manager Pick: Will bring this back with changes and the resolution on June 23rd.

Mayor Kerr: No further action.

Consider the Resolution to Approve GreenWaste Recovery Rate Schedule for 2020-2021

City Manager Pick: In the past rates increased year after year. Since the rates were in line during the cost base recovery, the City has had their eye on it. Other cities are much higher, our increase in the next year will be only 2.4%. Introduces Dave Hilton.

Vice Mayor Clark: Will it be the same for commercial as residential?

Dave Hilton: Yes.

Council Member Goetzelt: HOA at Oaks is different, good news for their budget.

Council Member Gaglioti: What if we don't adopt the resolution?

City Manager Pick: Obligated to adopt it, per the agreement.

Mayor Kerr: Food waste index based adjustment for only commercial and multi-family units? When will residents get the food waste collection?

Dave Hilton: Not currently in the area, nowhere to compost items. Only commercial are charged for it if they opt in. SB 1383 will make it happen. Maybe 2 years?

PUBLIC COMMENT:

Dennis Allion: SB1383 requirement is coming down the road, won't have a choice. Important to know that because of COVID19 the district will have a 15-20% decline in revenue. Possible layoffs for a balanced budget. Tipping fees will go up 5% in the next year and the indirectly effect consumers.

Scott Donaldson: What happens to the plastic political signs?

City Manager Pick: Will ask question of GreenWaste for Scott.

**Motion to approve Item 3.B. as presented by Vice Chair Clark
Second by Council Member Gaglioti**

MOTION PASSED UNANIMOUSLY VIA ROLL CALL VOTE

Public Comment: No further comments received

Consider First Reading of Ordinance 302, Modifying Chapter 17.59 of the Del Rey Oaks Municipal Code Relating to Signs as Recommended by the Planning Commission

City Manager Pick: Planning Commission worked hard on this. Chairman Donaldson did most of the work and Alex Lorca put this together. There are two options tonight because of the confusion of the motion from the last meeting regarding temporary signs.

Option A: leaves in 45-day limit but removes option to put sign back up. Option B: removes all reference to 45 days, no limit. Another option would be to revise this later. Have a subcommittee

or to start over. But recommends adopting Option A even though Option B would be easier to enforce. Clarify that an “ancillary information sign” is not necessarily a temporary sign.

Vice Mayor Clark: Supports “A” because it’s better than the original. Even though it’s costing attorney fees, it’s important to have it in place for the upcoming elections season. The City works on a complaint basis. Wants it to state “45 days in a calendar year”.

Council Member Lintell: Support option A also. Temporary signs need to be more definitive. Maybe “consecutive days”.

Council Member Goetzelt: Supporting option A. But with the run-off primary election in November, impractical to say “in a calendar year”. If someone wants a permanent sign, go to Planning Commission and get approval.

Council Member Gaglioti: Clarify that option A does point out a change.

City Manager Pick: Set period of days, 45 is the limit. Doesn’t specify a reuse time.

Council Member Gaglioti: No road in DRO signs temporary?

City Manager Pick: Depends on the construction.

Mayor Kerr: Apologize for the confusion on her part. Wanted one statement deleted, not the entire section. Wants the word campaign changed to homeowner. There is inconsistency in time limit before signs is removed. Wants paragraph to state 10 days, not 30 days.

City Attorney Lorca: They can be merged.

Mayor Kerr: The section regarding ancillary signs don’t align. One section states 1 square foot and the other states 3 square feet.

City Manager Pick: It’s sign and aggregate.

Mayor Kerr: Remembers the discussion the last time about a total of 3 square feet for signs.

City Manager Pick: One section is about ancillary signs can be 1 square foot and the other section is about restricting the aggregate to 3 square feet for several signs.

City Attorney Lorca: Not prohibited, but not exempt anymore and would need approval.

Mayor Kerr: The last discussion was about 3 square feet limit.

City Manager Pick: If that is what you would like, we can do it.

Mayor Kerr: Will come back to it after public comment.

PUBLIC COMMENT:

Ken Rutherford: Would like to see this sent this back for a tighter, cleaner version rather than produce a sub-par work product. It will be confusing to residents. Many specifics can be changed. Do we really need this kind of regulation in our City? It’s not the spirit of Del Rey Oaks. Consider freedom of speech. Supports option B, with no limits.

Scott Donaldson: Kim Shirley asked for it to be put on agenda. Commissioners worked hard on this, dedicated 2 meetings to it. They listened to public and made changes. Majority of concerns addressed. Expanded 10 fold, went from 8 square feet to 80. They used Monterey as a template.

Kim Shirley: A lot of work, 3 different meetings, a lot of chances. Enforcement, health and safety would be removed, alarming how different.

Scott Donaldson: There is some redundancies in the document, if it doesn’t get approved by elections season, then so be it.

PUBLIC COMMENT CLOSED

Mayor Kerr: Would be glad to be on subcommittee.

Council Member Gaglioti: The change in square feet will help him put signs up where he wants them. It's a slippery slope when it comes to type of signs. Freedom of speech is the corner stone of our democracy. But in over 50 years of living here, ever had a problem with signs before. Does not support option A, but supports option B. Or it can go back to Planning Commission to take another swing at it.

City Attorney Lorca: Council can approve as presented option A or B as presented, something on the book for a second reading.

Vice Mayor Clark: What about hate signs? I know we must be careful about freedom of speech. We must have a way to monitor the bad things too. The Oaks doesn't allow signs at all. City hall needs the tools to address these issues. The nice part of living here. We need clear guidelines, and let's not split hairs. Option A until a better one is brought up.

Council Member Lintell: Enforcement to remove signs for safety issues is important. Have a special category for political signs. Thanks to the Planning Commission.

City Attorney Lorca: Enacting regulation on political signs isn't permissible.

Council Member Goetzelt: Must have something in place for when hazards need to be removed.

Council Member Gaglioti: Hazard is being addressed, not an issue. The Supreme court recognizes free speech is protected, it's the law of the land. Asks what Vice Mayor Clark's "unbecoming to whom"? A lot of "if's" in her statement. Complaint driven doesn't work either. All of this can be challenged in court and asks the Council to rethink this because of free speech.

Vice Mayor Clark: Asks City Attorney for opinion.

City Attorney Lorca: City can regulate square footage, time, place and matter.

Motion to approve Item 3.C., Option B with changes from tonight, no second motion received. Motion died.

Mayor Kerr: What version does the Council prefer?

Council Member Gaglioti: Not appropriate to do a survey of which option we want.

**Motion to approve Item 3.C., to accept Option A and to establish a sub-committee to address the entire ordinance and come back to Council with any revisions by Vice Chair Clark
Second by Council Member Lintell**

Council Member Gaglioti: Can they look at Option B?

Council Member Goetzelt: It's up to the Council when it comes back to us with recommendations.

City Attorney Lorca: Recommends to add the composition of the subcommittee in the motion.

Vice Mayor Clark: The subcommittee will be comprised of two City Council and two Planning Commissioners.

Friendly Amendment by Mayor Kerr: to include two residents.

Vice Mayor Clark: How will the residents be selected?

Mayor Kerr: A quick application.

City Attorney Lorca: The two City Council members should be tasked with selection on the two Planning Commissioners and two residents.

Council Member Gaglioti: Wants to be on subcommittee.

Mayor Kerr: Should that be in same motion or a second motion?

City Attorney Lorca: They should select what option they want and move forward with a subcommittee.

Mayor Kerr to clarify motion: Adopt Option A, to establish subcommittee of two City Council, two Planning Commissioners and two residents to address the scope of Option A.

Council Member Gaglioti: Would like the subcommittee to be able review entire ordinance.

Vice Mayor Clark: Yes, the entire ordinance.

Ayes: *Council Member Lintell, Council Member Goetzelt, Vice Mayor Clark and Mayor Kerr*

Noes: *Council Member Gaglioti*

MOTION PASSED 4-1 VIA ROLL CALL VOTE

Motion to establish subcommittee of Mayor Kerr and Council Member Gaglioti by Council Member Goetzelt

City Attorney Lorca: Motion should include that the two Council Members will pick the two Planning Commissioners and two residents. Come back with suggested changes to the ordinance as is the first reading tonight and to be fully adopted later this month.

Council Member Goetzelt: Agrees with City Attorney.

Second by Council Member Lintell

MOTION PASSED UNANIMOUSLY VIA ROLL CALL VOTE

Public Comment: *No further comments received*

City Manager Pick: To clarify, first motion was 4-1 to adopt option A to establish subcommittee of two city council, two planning commission and 2 residents to review the entire ordinance. And a second motion to have Mayor Kerr and Council Member Gaglioti be on the subcommittee.

Council Member Goetzelt: Council members will select planning commissioners and residents.

City Council Minutes – June 2, 2020

Council Member Lintell: Wishes to make a comment that isn't on the agenda. Thanks Scott and the planning commission for all of their wonderful work. Thanks Chief Hoyne for the beautiful letter and being such a great leader, the City is very fortunate.

8:20p.m.: Adjourned to next meeting date of Tuesday, June 23, 2020 at 6 pm.

Attest:

Date:

**CITY OF DEL REY OAKS PLANNING COMMISSION REGULAR MEETING
CONVENED AT 6:00 P.M. ON WEDNESDAY, MAY 13, 2020 VIA ZOOM
MEETING**

Present: Chairman Donaldson, Vice Chair Hayworth, Commissioner Jaksha, Commissioner Kreeger, Commissioner Hallock 6:15pm and Commissioner Burton 6:10

Absent: None

Also present: City Manager Pick and Deputy City Clerk Minami

Meeting came to order at 6:05 p.m. and roll call was taken.

CONSENT AGENDA:

Motion to approve: Commissioner Jaksha

Second: Commissioner Kreeger

Public Comment: None

Vote: Approved 5-0

PUBLIC COMMENT:

None

REPORTS:

Commission Jaksha: Status of 1007 Paloma?

Deputy City Clerk Minami: No response to expired permit letter, it's been referred to Building Official.

Accepted

NEW BUSINESS:

A. Swearing in of newly appointed Planning Commissioner-Denise Wood

Chairman Donaldson: Even before the "shelter in place" oath of office was performed on video or over the phone. Reads the Oath of Office and asks Denise Wood to repeat. She is sworn in as Planning Commissioner Wood.

Commission Burton entered Zoom meeting

B. Approval of the Annual Progress Report for the General Plan Update-City Manager Pick

City Manager Pick: Receiving comments tonight. Next this item will go to City Council

Planning Commissioner Jaksha: Looks good but complicated.

Planning Commissioner Hayworth: Level of Service?

City Manager Pick: The State is moving to VMT rather than Level of Service.

Planning Commission Hallock entered the Zoom meeting

Planning Commissioner Hallock: Thanked Denise Duffy and her team. VMT rather than level of service is the norm for 2020.

Planning Commissioner Kreeger: Enjoyed reading it, thanks. What happens with FORA going away? Doesn't the Airport have a noise monitor system, wants to see the results. CONA issues with flooding refers to S.6. Residents complain and nothing happens.

City Manager Pick: City Council and Planning Commission will have many opportunities to hear these items. The FORA deeds carry certain restrictions. Relates to environmental review. Will be tested when other Cities do other building.

Planning Commissioner Wood: Will underground utilities happen in her lifetime? The Parks district maintains Frog Pond, not the City of Monterey.

City Manager Pick: The challenge is financial. Correct.

Planning Commissioner Wood: It is very expensive.

Planning Commissioner Burton: S.W.A.T., 66 items should connect. Why not more priorities to the General Plan.

City Manager Pick: The General Plan looks to future decades to guide over time. The Housing Element update is different priorities for housing, ADU's, Emergency Shelter ordinance. Other areas haven't been updated yet. The S.W.A.T. analyses is done twice a year at the Strategic Planning Sessions and they tie it back to the General Plan. If the Commission and Council would like to include the 66 items it will require able resources, target dates, and who is getting it done. General Plan was written 30 years ago, it stands up. More resources now than ever. The General Plan doesn't specify who will do the work and when it will be done. That is where the Strategic Planning Sessions come into the picture.

Chairman Donaldson: The General Plan is critical and needs citizen input and feedback. Items need to be put on the agenda, vetted and shaped by citizens. C.10-C.15 will help shape FORTAG. C.17 Airport section has weathered the test of time. Noise level will be addressed during the EIR.

PUBLIC COMMENT:

Kim Shirley: Points out a few typos. Wants PS-1 clearer. 17 acres is zoned as open space and should be included in the zoning. Wants the creek mentioned in C/OS-4, proud of the creek. Attends the Airport meeting and asks if City Manager ever attends. Regarding N-6, the big planes are still a problem, but the small general aviation is better now. L-5 doesn't make sense, doesn't feel there is a connection between the Airport and the City. Thanks Mayor Kerr for getting volunteers involved, refers to L-16.

Karen Harris: Grateful to the City for public to share in this exercise. It doesn't address development on Ft Ord, if this document guides us, then we need to deal with Ft. Ord.

PUBLIN COMMENT CLOSED

Chairman Donaldson: The General Plan is a tool during the process. The public will have a voice during any conversation about development on Ft. Ord. Any project will be on an agenda and get maximum opportunities for public input.

Commissioner Kreeger: Is there an issue with time, can we hear it again with changes? When did we as a City decide about values, is this from the Strategic Planning Session? Why aren't those meetings held so more residents can attend?

City Manager Pick: We are in good shape for time. All of the changes will be implemented and then this report goes to City Council. Commissions may address the Council at the meeting. It's an important document, but it's an annual report. Also working with DDA and Chairman Donaldson to look at GP updates, as needed.

Commissioner Kreeger: The sign ordinance took a long time.

City Manager Pick: That is a law, this is a report. This document will guide us. The Community Facilities Agreement will be heard on the next City Council Meeting. It's huge help for residents to go to the Airport meetings.

Motion to approve item 7.B., and to allow staff time to notate comments and recommendations on the Annual Progress Report for the General Plan Update, before it goes to City Council:

Second:

Public Comment:

Vote:

Commissioner Jaksha

Commissioner Hayworth

None

7-0

Motion passes

COMMISSIONER REPORTS:

Commissioner Jaksha: No wonder the Airport won't work with us, because of the no road signs. We all of the bend a little.

7:15 p.m., Adjourned to next meeting date June 10, 2020 at 6:00 pm.

Attest:

Date:

**City of Del Rey Oaks
Check/Voucher Register - Claims Report**

10100 - General Checking
From 5/1/2020 Through 5/31/2020

Check #	Document D...	Vendor Name	Transaction Description	Check Amount
19004	5/4/2020	AT&T CAL NET 2	TELEPHONE SERVICE	528.72
19005	5/4/2020	CALIFORNIA-AMERICAN WATER	WATER FOR APRIL 2020	405.44
19006	5/4/2020	CALIFORNIA BUILDING STANDA...	SMIP FEES1/1/20-3/31/20	7.20
19007	5/4/2020	CENTER FOR EDUCATION & EMP...	SUBSCRIPTION	159.00
19008	5/4/2020	CITY OF SEASIDE	3RD QTR FIRE CONTRACT INVOICE	50,212.50
19009	5/4/2020	COMCAST BUSINESS	INTERNET AT AIRPORT	183.21
19010	5/4/2020	COMMUNITY HOSPITAL OF MTY	BLOOD TEST	27.00
19011	5/4/2020	CORONADO DEISEL MOBILE SER...	#32 MAINTENANCE	394.18
19012	5/4/2020	DENISE DUFFY & ASSOCIATES	HOUSINING ELEMENT WORK	20,899.50
19013	5/4/2020	DEPT OF CONSERVATION	SB1473 FEES FOR 1/1/20-3/31/20	11.24
19014	5/4/2020	ECONOMIC&PLANNING SYSTEMS...	FORT ORD NEGOTIATION	4,345.00
19015	5/4/2020	FEDEX	SHIPPING	36.00
19016	5/4/2020	FENTON & KELLER	MARCH CITY ATTORNEY GENERAL SERVICES	18,056.65
19017	5/4/2020	GOVERNMENT FINANCIAL SOLU...	MARCH 2020 ACCOUNTING SERVICES	1,295.00
19018	5/4/2020	HINDERITER DE LLAMAS AND AS...	CANNABIS FINANCIAL AUDITS ON II INC AND ALL-OUT DIST	12,000.00
19019	5/4/2020	I.M.P.A.C.GOVERNMT SER	VARIOUS VISA CHARGES	1,227.77
19020	5/4/2020	JAMES DE CHALK	CLEANING SERVICE FOR APRIL	300.00
19021	5/4/2020	JEFF ANDOY	REIM FOR UNIFORM	34.91
19022	5/4/2020	MONTEREY COUNTY EMERGENC...	FY 2019-20 NGEN O&M Q4	2,316.93
19023	5/4/2020	OFFICE DEPOT	SUPPLIES	26.04
	5/4/2020	OFFICE DEPOT	SUPPLIES FOR PD	249.20
19024	5/4/2020	US BANK	LEASE ON COPIER IN CITY HALL	375.71
19025	5/4/2020	PG&E-GJM&218	LIGHTAT GJM & 218	55.78
19026	5/4/2020	REGIONAL GOVERNMENT SERIV...	CONTRACT SERVICES HR	1,090.00
	5/4/2020	REGIONAL GOVERNMENT SERIV...	CONTRACT SERVICES PLANNING	240.00
19027	5/4/2020	R.K. WILSON PLUMBING, INC.	LABOR AND MATERIAL TO INSTALL WATER FOUNTAINS IN PARK	2,874.23
19028	5/4/2020	VSP	VISION COVERAGE FOR MAY 2020	320.47
19029	5/18/2020	AT&T MOBILITY	PD Cellular	686.57
19030	5/18/2020	CALIFORNIA-AMERICAN WATER	Portola/Quendale Island	32.35
19031	5/18/2020	CENTER FOR EDUCATION & EMP...	2020 Annual Renewal	159.00
19032	5/18/2020	COMCAST BUSINESS	Internet May-June 2020	0.00
19033	5/18/2020	CORELOGIC SOLUTIONS, LLC.	Mid-May 2020 Bills	115.00
19034	5/18/2020	COUNTY OF MONTEREY, EDD	Unemployment Payment reimbursement for (Ball, Rice, Pereda)	0.00
19035	5/18/2020	CYPRESS COAST FORD	#94 Crown Vic Airbag control	288.41
19036	5/18/2020	DANIAL D. PICK	Wellness Reimbursement for 2020	500.00
19037	5/18/2020	DEL REY OAKS GARDEN	Plants City Hall Planters	733.80
	5/18/2020	DEL REY OAKS GARDEN	Push Trimmer parts for repair	160.22
19038	5/18/2020	FORT ORD REUSE AUTHORITY	May 2020 FORA Loan Pmt	31,096.58
19039	5/18/2020	GLOBALSTAR USA	Sat Phone	0.00
19040	5/18/2020	GRANITTEROCK #26438	Safety Glasses	0.00
19041	5/18/2020	HOME DEPOT	Gopher supplies	119.63
19042	5/18/2020	KRISTOFER MOORE	Shipping Reimbursement	23.31
19043	5/18/2020	MARTINS IRRIGATION SUPPLY, I...	Park pipe repair supplies	0.00
19044	5/18/2020	MONTEREY AUTO SUPPLY INC.	2.5 DEF	31.65
19045	5/18/2020	MONTEREY BAY OFFICE PRODU...	PD Copier Lease	127.80
19046	5/18/2020	MONTEREY COUNTY SHERIFF	Jan 20-Mar 20 ACJIS System	2,505.64
19047	5/18/2020	MONTEREY REGIONA WASTE M...	Annual contract management services Mar 2018-Feb 2019	2,500.00
	5/18/2020	MONTEREY REGIONA WASTE M...	Annual contract management services Mar 2019-Feb 2020	2,500.00

City of Del Rey Oaks
Check/Voucher Register - Claims Report

10100 - General Checking
From 5/1/2020 Through 5/31/2020

Check #	Document D...	Vendor Name	Transaction Description	Check Amount
19048	5/18/2020	OFFICE DEPOT	Office Supplies	0.00
	5/18/2020	OFFICE DEPOT	paper clips, batteries	0.00
19049	5/18/2020	PG&E	Gas/Electric Throughout City	2,178.00
19050	5/18/2020	POLICE EXEC RESEARCH FORUM	PD Exec Research Forum Membership	150.00
19051	5/18/2020	PRECISION ALARMS AND AUTO...	Alarm/Security Monitoring	0.00
19052	5/18/2020	PURE WATER	Drinking Water	0.00
19053	5/18/2020	SHELL OIL COMPANY	Fuel Streets and Parks	0.00
19054	5/18/2020	TERMINIX	Pest Control	85.00
19055	5/18/2020	THE MAYNARD GROUP	Phones and voicemail	0.00
19056	5/21/2020	COMCAST BUSINESS	Internet May-June 2020	0.00
	5/22/2020			0.00
19057	5/21/2020	GLOBALSTAR USA	Sat Phone	0.00
19058	5/21/2020	GRANITEROCK #26438	Safety Glasses	0.00
19059	5/21/2020	MARTINS IRRIGATION SUPPLY, I...	Park pipe repair supplies	0.00
19060	5/21/2020	OFFICE DEPOT	Office Supplies	0.00
	5/21/2020	OFFICE DEPOT	paper clips, batteries	0.00
19061	5/21/2020	PRECISION ALARMS AND AUTO...	Alarm/Security Monitoring	0.00
19062	5/21/2020	PURE WATER	Drinking Water	0.00
19063	5/21/2020	SHELL OIL COMPANY	Fuel Streets and Parks	0.00
19064	5/21/2020	THE MAYNARD GROUP	Phones and voicemail	0.00
496005262...	5/13/2020	CHEVRON	Chevron	1,301.14
EFT PERS ...	5/5/2020	PERS	PERS UAL MAY	13,673.63
EFTPERSH...	5/1/2020	P.E.R.S.-HEALTH	PERS HEALTH MAY	20,989.93
Report Total				197,629.34

City of Del Rey Oaks
Unpaid Bills Detail Through
06/30/2020

Document N...	ID	Name	Transaction Description	Effective ...	GL Code	Debit	Credit
1444	CADIENTEVICKIE	VICKIE CADIENTE	refund park rental	6/18/2020	21000		100.00
1444	CADIENTEVICKIE	VICKIE CADIENTE	refund park rental	6/18/2020	61196	100.00	
Total 1444						100.00	100.00
82026573	CORELOGICSOLU...	CORELOGIC SOLUTIONS, LLC.	METROSCAN PROPERTY SE...	6/9/2020	21000		115.00
82026573	CORELOGICSOLU...	CORELOGIC SOLUTIONS, LLC.	METROSCAN PROPERTY SE...	6/9/2020	62430	115.00	
Total 820265...						115.00	115.00
9580	CORONADODEISE...	CORONADO DEISEL MOBIL...	#92 TUNE UP	6/18/2020	21000		249.21
9580	CORONADODEISE...	CORONADO DEISEL MOBIL...	#92 TUNE UP	6/18/2020	63730	249.21	
Total 9580						249.21	249.21
L1266788064	COUNTYOFMONT...	COUNTY OF MONTEREY, EDD	Reverse invoice to post to c...	6/9/2020	21000		6,108.36
L1266788064	COUNTYOFMONT...	COUNTY OF MONTEREY, EDD	Reverse invoice to post to c...	6/9/2020	61105	6,108.36	
Total L12667...						6,108.36	6,108.36
34	GPSSOLUTIONS	G.P.S. SOLUTIONS	BUILDING AND PLANNING ...	6/9/2020	21000		2,146.57
34	GPSSOLUTIONS	G.P.S. SOLUTIONS	BUILDING AND PLANNING ...	6/9/2020	63640	2,146.57	
Total 34						2,146.57	2,146.57
1733557	HYDROTURF	HYDRO TURF	WEED CONTROL SUPPLIES	6/9/2020	21000		131.94
1733557	HYDROTURF	HYDRO TURF	WEED CONTROL SUPPLIES	6/9/2020	63505	131.94	
Total 1733557						131.94	131.94
20-001	INTOXIMETERSINC	INTOXIMETERS, INC.	AERO PRECISION RIFLES	6/9/2020	21000		5,488.29
20-001	INTOXIMETERSINC	INTOXIMETERS, INC.	AERO PRECISION RIFLES	6/9/2020	62420	5,488.29	
Total 20-001						5,488.29	5,488.29
722091	MONTEREYAUTO...	MONTEREY AUTO SUPPLY I...	OIL	6/5/2020	21000		67.40
722091	MONTEREYAUTO...	MONTEREY AUTO SUPPLY I...	OIL	6/5/2020	63730	67.40	
Total 722091						67.40	67.40
415933464	MONTEREBAYOF...	MONTEREY BAY OFFICE PR...	PD COPIER	6/18/2020	21000		128.16
415933464	MONTEREBAYOF...	MONTEREY BAY OFFICE PR...	PD COPIER	6/18/2020	63505	128.16	

City of Del Rey Oaks

Unposted General Ledger Transactions

Document N...	ID	Name	Transaction Description	Effective ...	GL Code	Debit	Credit
Total 415933...						128.16	128.16
209060	MONTEREYBAYTE...	MONTEREY BAY TECHNOLO...	IT RETAINER MAR-JUNE 20...	6/8/2020	21000		5,437.40
209060	MONTEREYBAYTE...	MONTEREY BAY TECHNOLO...	IT RETAINER MAR-JUNE 20...	6/8/2020	63505	5,437.40	
Total 209060						5,437.40	5,437.40
500562604001	OFFICEDEPOT	OFFICE DEPOT	PAPER	6/18/2020	21000		62.84
500562604001	OFFICEDEPOT	OFFICE DEPOT	PAPER	6/18/2020	62430	62.84	
Total 500562...						62.84	62.84
502530961001	OFFICEDEPOT	OFFICE DEPOT	BINDERS	6/18/2020	21000		30.15
502530961001	OFFICEDEPOT	OFFICE DEPOT	BINDERS	6/18/2020	62430	30.15	
Total 502530...						30.15	30.15
502947839001	OFFICEDEPOT	OFFICE DEPOT	WATER, PAPER TOWELS, SP...	6/5/2020	21000		50.56
502947839001	OFFICEDEPOT	OFFICE DEPOT	WATER, PAPER TOWELS, SP...	6/5/2020	62430	50.56	
Total 502947 ...						50.56	50.56
397120319	TERMINIX	TERMINIX	PEST CONTROL	6/5/2020	21000		90.00
397120319	TERMINIX	TERMINIX	PEST CONTROL	6/5/2020	63505	90.00	
Total 397120...						90.00	90.00
Report Total						20,205.88	20,205.88

City of Del Rey Oaks
Statement of Revenue and Expenditures - Unposted Transactions Included In Report

From 7/1/2019 Through 5/31/2020

		Current Period Actual	Total Budget	Percent of Budget Used
Revenue				
Property Taxes				
P/T-Secured	41110	472,091.53	440,000.00	107.29%
P/T-Unsecured	41120	17,796.84	16,700.00	106.56%
P/T-Prior Secured	41130	4,478.79	5,000.00	89.57%
Prior Unsecured	41140	0.00	100.00	0.00%
P/T-Unitary Tax	41150	8,056.84	8,200.00	98.25%
P/T-Sb813	41160	7,714.00	9,400.00	82.06%
Property Tax - Vlf	41170	141,186.36	150,000.00	94.12%
P/T-Int/Penal	41180	<u>1,454.22</u>	<u>700.00</u>	<u>207.74%</u>
Total Property Taxes		652,778.58	630,100.00	103.60%
Other Taxes				
Sales Tax	42210	340,015.24	430,000.00	79.07%
Sales Tax - Add On	42220	770,497.03	800,000.00	96.31%
Cannabis Tax	42222	582,519.09	725,000.00	80.34%
Transient Occupancy Tax	42230	40,096.38	40,000.00	100.24%
Property Transfer Tax	42250	8,133.13	10,000.00	81.33%
Sewer Impact	42290	15,487.82	15,400.00	100.57%
Gas Franchises	42761	5,500.47	5,500.00	100.00%
Electric Franchises	42762	17,644.76	17,500.00	100.82%
Garbage Franchises	42763	96,824.61	86,500.00	111.93%
Cable Tv Franchises	42764	25,645.35	20,500.00	125.09%
Water Franchises	42765	<u>16,869.03</u>	<u>16,000.00</u>	<u>105.43%</u>
Total Other Taxes		1,919,232.91	2,166,400.00	88.59%
Licenses and Permits				
Business Licenses	42310	211,798.85	210,000.00	100.85%
SB1473 Evironmental Assessment Fee	43312	41.26	100.00	41.26%
Building Permits	43320	26,250.96	30,000.00	87.50%
Cannabis Business Permit	43325	20,000.00	42,500.00	47.05%
Plan Check Fees	43330	12,797.24	15,000.00	85.31%
Street Opening Permits Fees	43340	4,350.00	4,300.00	101.16%
Plumbing Permits	43350	1,625.00	1,200.00	135.41%
Electrical Permits	43360	1,000.00	1,000.00	100.00%
Other Licenses/Permits	43390	<u>200.00</u>	<u>1,000.00</u>	<u>20.00%</u>
Total Licenses and Permits		278,063.31	305,100.00	91.14%
Reimbursements				
Sb1186 Disability Access Fund	43311	<u>916.00</u>	<u>900.00</u>	<u>101.77%</u>
Total Reimbursements		916.00	900.00	101.78%
Fines and Forfeitures				
Vehicle Code Fines	45510	<u>11,719.05</u>	<u>13,000.00</u>	<u>90.14%</u>
Total Fines and Forfeitures		11,719.05	13,000.00	90.15%
Other				
Interest Earned	46100	34,010.46	30,000.00	113.36%
HOPTR	47130	1,084.60	1,500.00	72.30%
Vehicle License Collection	47140	0.00	900.00	0.00%
Prop 172	47750	12,553.58	14,700.00	85.39%
Traffic Congestion Relief-Ab438	47770	<u>1,949.40</u>	<u>1,000.00</u>	<u>194.94%</u>
Total Other		49,598.04	48,100.00	103.11%
Grants				
Cop Monies	47240	147,614.29	155,000.00	95.23%
Grants - Wellness	47760	7,500.00	7,500.00	100.00%
FORA Caretaker Grant	47767	193,750.00	143,750.00	134.78%
Police Grants Other Agencies	47780	4,888.06	12,500.00	39.10%
Grant Other Agencies	47783	<u>350.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Grants		354,102.35	318,750.00	111.09%
Current Services				
Police Reports	48210	4,425.38	1,000.00	442.53%
Police Services	48211	14,293.12	5,000.00	285.86%
Public Events	48212	35,159.00	40,500.00	86.81%
Airport Police Services	48220	1,008,742.79	1,124,800.00	89.68%
Use Permits	48805	25,205.00	33,000.00	76.37%
Maps/Publications	48810	33.00	300.00	11.00%
Property Inspections	48825	4,175.00	3,500.00	119.28%
Miscellaneous Services	48840	<u>184,676.12</u>	<u>194,000.00</u>	<u>95.19%</u>
Total Current Services		1,276,709.41	1,402,100.00	91.06%

City of Del Rey Oaks
Statement of Revenue and Expenditures - Unposted Transactions Included In Report

From 7/1/2019 Through 5/31/2020

		<u>Current Period Actual</u>	<u>Total Budget</u>	<u>Percent of Budget Used</u>
Parks and Recreation				
Rental - Park	48910	2,777.00	8,000.00	34.71%
Total Parks and Recreation		2,777.00	8,000.00	34.71%
Other Financing Sources				
Rental - Garden Ctr	46815	33,000.00	56,000.00	58.92%
Rental - PW Bldg	46817	8,000.00	35,000.00	22.85%
Total Other Financing Sources		41,000.00	91,000.00	45.05%
Total Revenue		4,586,896.65	4,983,450.00	92.04%
Expense				
Payroll and Benefits				
Payroll	61105	1,081,624.68	1,329,400.00	81.36%
Temp Payroll	61107	9,360.66	20,000.00	46.80%
Overtime	61110	87,533.91	133,000.00	65.81%
Council Member Stipend	61115	400.00	7,500.00	5.33%
Reserves Payroll	61120	47,505.00	58,000.00	81.90%
PERS UAL	61124	138,770.38	164,100.00	84.56%
PERS Retirement	61125	128,151.34	145,600.00	88.01%
Dental Exp - City Council	61127	3,183.02	12,000.00	26.52%
Medicare	61130	17,826.86	20,510.00	86.91%
Dental Expense	61135	22,540.01	33,000.00	68.30%
Health Ins	61140	251,401.93	325,700.00	77.18%
Vision Ins	61145	1,949.70	4,500.00	43.32%
Workers Comp	61150	289,379.00	289,400.00	99.99%
Wellness Program	61155	3,693.93	7,500.00	49.25%
Uniform Allowance	61160	4,750.00	11,000.00	43.18%
Admin Leave	61175	5,970.92	0.00	0.00%
Auto Allowance	61180	4,275.00	5,400.00	79.16%
Total Payroll and Benefits		2,098,316.34	2,566,610.00	81.75%
Payroll Expense				
Payroll Expense	62310	(258.83)	3,500.00	(7.39)%
Total Payroll Expense		(258.83)	3,500.00	(7.40)%
Bank Service Charges				
Bank Service Charges	62320	879.34	1,000.00	87.93%
Total Bank Service Charges		879.34	1,000.00	87.93%
Supplies				
Materials/Supply	62410	59,974.43	62,700.00	95.65%
Ammunition	62420	0.00	7,000.00	0.00%
Office Supplies	62430	16,558.16	18,300.00	90.48%
Accounting Software	62431	3,168.00	3,200.00	99.00%
Special Supply Police	62440	48,045.50	53,700.00	89.47%
PD Safety Equip Lease - Principal	62460	0.00	16,500.00	0.00%
Total Supplies		127,746.09	161,400.00	79.15%
Utilites and Services				
Repair/Maintenance	63505	87,406.32	87,000.00	100.46%
Street Sweeping	63510	1,847.28	14,000.00	13.19%
Gabilan Crew	63515	0.00	5,000.00	0.00%
Utilities/Pge	63520	10,710.81	13,000.00	82.39%
Utilities/Water	63525	5,618.48	6,500.00	86.43%
Telephone / Internet	63530	17,125.77	19,100.00	89.66%
Website Design & Maintenance	63535	2,785.00	2,700.00	103.14%
Postage / Shipping	63540	2,908.14	2,900.00	100.28%
Total Utilites and Services		128,401.80	150,200.00	85.49%
Other Services				
Municipal Code Service	64320	395.00	2,000.00	19.75%
Personnel Recruit & Pre-Employment	64545	2,953.00	7,000.00	42.18%
Member/Dues/Contributions	64550	42,554.19	48,500.00	87.74%
Ad/Promotion City Cnd	64555	875.00	1,200.00	72.91%
Legal Advert	64560	3,827.17	6,200.00	61.72%
Books and Periodicals	64565	1,756.80	1,900.00	92.46%
Strategic Planning	64570	10,733.17	10,000.00	107.33%
Misc Expenses	64580	870.60	0.00	0.00%
Election Cost	64588	5,132.55	5,000.00	102.65%
Total Other Services		69,097.48	81,800.00	84.47%
Outside Services				

City of Del Rey Oaks
Statement of Revenue and Expenditures - Unposted Transactions Included In Report

From 7/1/2019 Through 5/31/2020

		<u>Current Period Actual</u>	<u>Total Budget</u>	<u>Percent of Budget Used</u>
Training Police	63605	33,826.03	46,600.00	72.58%
Other Permits Pw/Engnr	63610	0.00	1,200.00	0.00%
Liability/Prop Non-Dpt	63620	86,487.18	71,400.00	121.13%
Contractual Services - Audit	63625	34,954.21	30,250.00	115.55%
Contractual Services - IT	63635	11,523.00	10,000.00	115.23%
Contractual Services - Planning	63640	201,687.29	215,000.00	93.80%
Contractual Services - Accounting	63645	31,731.45	35,000.00	90.66%
Contractual Services - Legal	63650	145,483.24	150,000.00	96.98%
Contractual Services - HR	63652	14,495.38	20,000.00	72.47%
Contractual Services - PM	63653	1,520.00	50,000.00	3.04%
Janitorial Fund	63660	3,424.29	4,000.00	85.60%
Radio Dispatch Police	63665	5,321.24	76,000.00	7.00%
Comm Hum Serv Non-Dept	63670	<u>4,000.00</u>	<u>4,000.00</u>	<u>100.00%</u>
Total Outside Services		574,453.31	713,450.00	80.52%
Auto Ops				
Auto Ops - Supplies / Equip	62710	9,973.25	22,500.00	44.32%
Auto Ops - Fuel	62720	24,836.40	30,000.00	82.78%
Auto Repair/Maintenance	63730	16,872.22	20,000.00	84.36%
Auto Replacement	66735	<u>89,411.75</u>	<u>89,500.00</u>	<u>99.90%</u>
Total Auto Ops		141,093.62	162,000.00	87.09%
Police and Fire				
Fire Seaside	63810	150,637.50	200,850.00	75.00%
Animal Regulation Fire	63820	480.00	1,600.00	30.00%
Fund Jail & Prisoner	63830	0.00	100.00	0.00%
Acjis System Police	63840	<u>4,668.02</u>	<u>7,000.00</u>	<u>66.68%</u>
Total Police and Fire		155,785.52	209,550.00	74.34%
Street Lighting and Storm Water				
Street Lighting	63910	10,388.69	15,000.00	69.25%
Storm Water Project - Phase 4	64920	23,873.00	35,500.00	67.24%
S.M.I.P.	64930	150.50	200.00	75.25%
Sb 1473	64940	<u>57.84</u>	<u>100.00</u>	<u>57.84%</u>
Total Street Lighting and Storm Water		34,470.03	50,800.00	67.85%
Capital Improvement				
Capital Improvements	63955	<u>131,468.17</u>	<u>330,000.00</u>	<u>39.83%</u>
Total Capital Improvement		131,468.17	330,000.00	39.84%
Debt Service				
Principal - Fora Loan	65101	<u>552,961.82</u>	<u>552,900.00</u>	<u>100.01%</u>
Total Debt Service		<u>552,961.82</u>	<u>552,900.00</u>	<u>100.01%</u>
Total Expense		<u>4,014,414.69</u>	<u>4,983,210.00</u>	<u>80.56%</u>
Net Income		<u>572,481.96</u>	<u>240.00</u>	<u>238,534.16%</u>

**CASH FUND BALANCE REPORT
CITY OF DEL REY OAKS
AS OF MAY 31, 2020**

<u>Account Number</u>	<u>Description</u>	<u>Ending Balance</u>
10100	General Checking	\$646,164
10110	LAIF Account	\$1,359,567
	<i>Economic Uncertainty Fund</i>	\$1,359,567
10150	PARS Investment <i>(Restricted)</i>	\$305,848
10180	Monterey Peninsula Properties	<u>\$9,063</u>
	Total All Accounts	\$2,320,642

PRIOR FISCAL YEAR
City of Del Rey Oaks

Statement of Revenue and Expenditures - Unposted Transactions Included In Report

From 7/1/2018 Through 5/31/2019

		Current Period Actual	Total Budget	Percent of Budget Used
Revenue				
Property Taxes				
P/T-Secured	41110	458,979.03	440,000.00	104.31%
P/T-Unsecured	41120	16,662.51	15,500.00	107.50%
P/T-Prior Secured	41130	5,602.43	5,000.00	112.04%
Prior Unsecured	41140	192.03	100.00	192.03%
P/T-Unitary Tax	41150	8,196.52	8,200.00	99.95%
P/T-Sb813	41160	10,084.92	8,300.00	121.50%
Property Tax - Vlf	41170	78,404.00	150,000.00	52.26%
P/T-Int/Penal	41180	<u>(4,286.86)</u>	<u>700.00</u>	<u>(612.40)%</u>
Total Property Taxes		573,834.58	627,800.00	91.40%
Other Taxes				
Sales Tax	42210	348,544.09	425,000.00	82.01%
Sales Tax - Add On	42220	725,218.08	800,000.00	90.65%
Cannabis Tax	42222	861,439.13	850,000.00	101.34%
Transient Occupancy Tax	42230	7,644.45	15,000.00	50.96%
Property Transfer Tax	42250	10,218.77	8,000.00	127.73%
Sewer Impact	42290	0.00	14,300.00	0.00%
Gas Franchises	42761	4,899.65	5,500.00	89.08%
Electric Franchises	42762	17,137.41	17,500.00	97.92%
Garbage Franchises	42763	74,696.55	86,500.00	86.35%
Cable Tv Franchises	42764	19,716.12	20,500.00	96.17%
Water Franchises	42765	<u>17,423.24</u>	<u>16,000.00</u>	<u>108.89%</u>
Total Other Taxes		2,086,937.49	2,258,300.00	92.41%
Licenses and Permits				
Business Licenses	42310	189,617.46	200,000.00	94.80%
SB1473 Evironmental Assessment Fee	43312	36.00	50.00	72.00%
Building Permits	43320	18,374.30	10,000.00	183.74%
Cannabis Business Permit	43325	47,673.80	42,500.00	112.17%
Plan Check Fees	43330	8,428.67	5,000.00	168.57%
Street Opening Permits Fees	43340	2,397.96	4,300.00	55.76%
Plumbing Permits	43350	625.00	1,200.00	52.08%
Electrical Permits	43360	750.00	1,000.00	75.00%
Other Licenses/Permits	43390	<u>8,049.25</u>	<u>1,000.00</u>	<u>804.92%</u>
Total Licenses and Permits		275,952.44	265,050.00	104.11%
Reimbursements				
Sb1186 Disability Access Fund	43311	<u>898.00</u>	<u>900.00</u>	<u>99.77%</u>
Total Reimbursements		898.00	900.00	99.78%
Fines and Forfeitures				
Vehicle Code Fines	45510	<u>10,672.52</u>	<u>10,000.00</u>	<u>106.72%</u>
Total Fines and Forfeitures		10,672.52	10,000.00	106.73%
Other				
Interest Earned	46100	259.96	935.00	27.80%
HOPTR	47130	1,112.03	1,500.00	74.13%
Vehicle License Collection	47140	78,654.00	885.00	8,887.45%
Prop 172	47750	11,265.79	10,000.00	112.65%
Traffic Congestion Relief-Ab438	47770	<u>0.00</u>	<u>1,000.00</u>	<u>0.00%</u>
Total Other		91,291.78	14,320.00	637.51%
Grants				
Cop Monies	47240	140,413.21	100,000.00	140.41%
Grants - Wellness	47760	0.00	7,500.00	0.00%
FORA Caretaker Grant	47767	132,720.99	179,567.00	73.91%
Measure X	47775	185,384.64	861,300.00	21.52%
Sb 1 Funds	47777	<u>22,063.37</u>	<u>19,400.00</u>	<u>113.72%</u>

**PRIOR FISCAL YEAR
City of Del Rey Oaks**

Statement of Revenue and Expenditures - Unposted Transactions Included In Report

From 7/1/2018 Through 5/31/2019

		Current Period Actual	Total Budget	Percent of Budget Used
Police Grants Other Agencies	47780	1,914.04	12,500.00	15.31%
Grant Other Agencies	47783	10,000.00	0.00	0.00%
Total Grants		492,496.25	1,180,267.00	41.73%
Current Services				
Police Reports	48210	6,213.25	1,000.00	621.32%
Police Services	48211	31,588.59	5,000.00	631.77%
Public Events	48212	19,937.50	40,500.00	49.22%
Airport Police Services	48220	602,059.11	758,056.00	79.42%
Use Permits	48805	27,730.00	33,000.00	84.03%
Maps/Publications	48810	120.00	350.00	34.28%
Property Inspections	48825	4,500.00	3,500.00	128.57%
Miscellaneous Services	48840	26,537.29	20,000.00	132.68%
Donation - Other Non-Pd	48844	5,000.00	0.00	0.00%
Total Current Services		723,685.74	861,406.00	84.01%
Parks and Recreation				
Park Rental	48910	4,802.94	8,000.00	60.03%
Rv Rental Parks	48920	(9,102.80)	35,000.00	(26.00)%
Total Parks and Recreation		(4,299.86)	43,000.00	(10.00)%
Other Financing Sources				
Rental Income Garden Center	46815	33,250.00	36,000.00	92.36%
Gas Tax 2103	47010	4,963.28	6,694.00	74.14%
Gas Tax 2105	47020	7,534.19	9,760.00	77.19%
Gas Tax 2106	47030	7,293.77	8,880.00	82.13%
Gas Tax 2107	47040	9,275.95	12,600.00	73.61%
Gas Tax 2107.5	47050	1,000.00	1,000.00	100.00%
Total Other Financing Sources		63,317.19	74,934.00	84.50%
Total Revenue		4,314,786.13	5,335,977.00	80.86%
Expense				
Payroll and Benefits				
Payroll	61105	1,121,199.93	1,288,560.00	87.01%
Overtime	61110	101,283.69	88,800.00	114.05%
Council Member Stipend	61115	6,496.99	7,500.00	86.62%
Reserves Payroll	61120	49,908.44	53,800.00	92.76%
Pers	61125	302,720.07	265,700.00	113.93%
Medicare	61130	18,411.71	19,450.00	94.66%
Dental Expense	61135	23,296.42	15,000.00	155.30%
Health Ins	61140	208,382.68	244,510.00	85.22%
Vision Ins	61145	2,322.42	1,500.00	154.82%
Workers Comp	61150	195,259.00	195,020.00	100.12%
Wellness Program	61155	4,348.93	7,500.00	57.98%
Uniform Allowance	61160	5,750.00	8,800.00	65.34%
Opeb	61170	0.00	17,200.00	0.00%
Admin Leave	61175	1,471.10	6,900.00	21.32%
Auto Allowance	61180	2,250.00	5,400.00	41.66%
Total Payroll and Benefits		2,043,101.38	2,225,640.00	91.80%
Payroll Expense				
Payroll Expense	62310	(5,779.66)	3,500.00	(165.13)%
Total Payroll Expense		(5,779.66)	3,500.00	(165.13)%
Bank Service Charges				
Bank Service Charges	62320	877.75	5,000.00	17.55%
Total Bank Service Charges		877.75	5,000.00	17.56%
Supplies				
Materials/Supply	62410	54,585.50	47,100.00	115.89%
Ammunition	62420	5,119.15	7,000.00	73.13%

PRIOR FISCAL YEAR
City of Del Rey Oaks

Statement of Revenue and Expenditures - Unposted Transactions Included In Report

From 7/1/2018 Through 5/31/2019

		Current Period Actual	Total Budget	Percent of Budget Used
Office Supplies	62430	16,315.46	21,300.00	76.59%
Accounting Software	62431	11,293.00	6,200.00	182.14%
MuniCode Updates	62432	1,625.00	1,000.00	162.50%
Special Supply Police	62440	<u>45,523.42</u>	<u>46,700.00</u>	97.48%
Total Supplies		134,461.53	129,300.00	103.99%
Utilites and Services				
Repair/Maintenance	63505	150,246.40	159,500.00	94.19%
Street Sweeping	63510	7,823.52	16,000.00	48.89%
Gabilan Crew	63515	1,126.81	10,000.00	11.26%
Utilities/Pge	63520	11,805.77	13,000.00	90.81%
Utilities/Water	63525	4,956.79	6,500.00	76.25%
Telephone / Internet	63530	20,333.27	19,100.00	106.45%
Website Design & Maintenance	63535	5,615.48	3,000.00	187.18%
Postage / Shipping	63540	<u>2,574.36</u>	<u>2,900.00</u>	88.77%
Total Utilites and Services		204,482.40	230,000.00	88.91%
Other Services				
Personnel Recruit & Pre-Employment	64545	20,356.49	20,000.00	101.78%
Member/Dues/Contributions	64550	51,137.79	45,000.00	113.63%
Legal Advert	64560	6,391.88	8,200.00	77.94%
Books and Periodicals	64565	992.94	1,000.00	99.29%
Strategic Planning	64570	11,276.97	15,000.00	75.17%
Misc Expenses	64580	751.49	5,600.00	13.41%
Election Cost	64588	<u>3,930.85</u>	<u>5,000.00</u>	78.61%
Total Other Services		94,838.41	99,800.00	95.03%
Outside Services				
Training Police	63605	25,820.25	32,600.00	79.20%
Other Permits Pw/Engnr	63610	0.00	1,700.00	0.00%
Liability/Prop Non-Dpt	63620	61,957.90	61,200.00	101.23%
Contractual Services - Audit	63625	26,695.27	26,750.00	99.79%
Contractual Services - IT	63635	4,929.00	3,700.00	133.21%
Contractual Services - Planning	63640	110,076.35	135,000.00	81.53%
Contractual Services - Cop	63641	27,716.25	27,700.00	100.05%
Contractual Services - Pw	63644	19,791.68	19,800.00	99.95%
Contractual Services - Accounting	63645	46,761.75	35,000.00	133.60%
Contractual Services - Legal	63650	76,834.62	100,000.00	76.83%
Janitorial Fund	63660	3,225.00	4,000.00	80.62%
Radio Dispatch Police	63665	9,044.23	59,300.00	15.25%
Comm Hum Serv Non-Dept	63670	<u>3,800.00</u>	<u>3,800.00</u>	100.00%
Total Outside Services		416,652.30	510,550.00	81.61%
Auto Ops				
Auto Ops - Supplies / Equip	62710	18,266.55	24,000.00	76.11%
Auto Ops - Fuel	62720	33,933.78	33,800.00	100.39%
Auto Repair/Maintenance	63730	12,265.33	16,300.00	75.24%
Auto Lease Payments-Principal	65740	15,395.95	9,800.00	157.10%
Auto Lease Payments-Interest	65741	477.25	1,100.00	43.38%
CDBG Capital Improvements	66310	46,000.00	0.00	0.00%
Auto Replacement	66735	<u>87,255.38</u>	<u>87,255.00</u>	100.00%
Total Auto Ops		213,594.24	172,255.00	124.00%
Police and Fire				
Fire Seaside	63810	146,250.00	195,000.00	75.00%
Animal Regulation Fire	63820	960.00	1,600.00	60.00%
Fund Jail & Prisoner	63830	0.00	50.00	0.00%
Acjis System Police	63840	<u>8,552.82</u>	<u>7,000.00</u>	122.18%
Total Police and Fire		155,762.82	203,650.00	76.49%

PRIOR FISCAL YEAR
City of Del Rey Oaks

Statement of Revenue and Expenditures - Unposted Transactions Included In Report

From 7/1/2018 Through 5/31/2019

		Current Period Actual	Total Budget	Percent of Budget Used
Street Lighting and Storm Water				
Street Lighting	63910	14,481.63	15,000.00	96.54%
Storm Water Project - Phase 4	64920	26,311.44	35,500.00	74.11%
S.M.I.P.	64930	53.90	200.00	26.95%
Sb 1473	64940	41.00	100.00	41.00%
Total Street Lighting and Storm Water		40,887.97	50,800.00	80.49%
Capital Improvement				
Capital Improvements	63955	277,627.45	1,225,011.00	22.66%
Total Capital Improvement		277,627.45	1,225,011.00	22.66%
Total Expense		3,576,506.59	4,855,506.00	73.66%
Net Income		738,279.54	480,471.00	153.65%

PRIOR FISCAL YEAR

Display Account Balances - City of Del Rey Oaks
as of 5/31/2019

<u>GL</u>	<u>GL Description</u>	<u>Ending Balance</u>
10100	General Checking	\$ 610,128.91
10110	LAIF	\$ 1,501,323.34
10180	Monterey Peninsula Partners	\$ 9,077.75
		<u>\$ 2,120,530.00</u>



POLICE

DEL REY OAKS

City Council Report

May, 2020

Completed by C. Bourquin

ARRESTS:

YEAR TO DATE

<i>Felony Arrests</i>	0	1
<i>Misdemeanor Arrests</i>	1	10
<i>Warrant Arrests (OJ)</i>	0	2
TOTAL ARRESTS	1	13

ASSAULTS:

YEAR TO DATE

<i>Simple Assault</i>	1	2
<i>Domestic Violence</i>	0	1
<i>Weapon Involved</i>	0	0
TOTAL ASSAULTS	1	3

BURGLARIES:

<i>Residential</i>	0	0
<i>Commercial</i>	1	3
<i>From Locked Vehicle</i>	0	1
<i>Other</i>	0	0
TOTAL BURGLARIES	1	4

TRAFFIC ACCIDENTS:

<i>Non-Injury Accidents</i>	1	10
<i>Injury Accidents</i>	0	0
TOTAL ACCIDENTS	1	10

GRAND & PETTY THEFTS:

<i>Residential</i>	0	1
<i>Commercial</i>	0	5
<i>Shoplifting</i>	0	4
<i>From Motor Vehicle</i>	1	4
<i>Other</i>	1	2
TOTAL THEFTS	2	16

ALARMS:

<i>Residential</i>	0	3
<i>Commercial</i>	5	52
TOTAL ALARMS	5	55

DUI ENFORCEMENT:

0	4
----------	----------

CITATIONS ISSUED:

<i>Traffic Citations Issued</i>	1	27
<i>Parking Citations Issued</i>	7	80
<i>Admin Citations Issued</i>	0	3
<i>Warning Citations</i>	0	15
TOTAL CITATIONS ISSUED	08	125

REPORTS FILED:

19	109
-----------	------------

TOTAL ACTIVITY:

293	1441
------------	-------------



FIRE DEPARTMENT

1635 Broadway Avenue
Seaside, CA 93955

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

June 18, 2020

Dino Pick, City Manager
Del Rey Oaks City Hall
650 Canyon Del Rey
Del Rey Oaks, CA 93940

Dear Mr. Pick:

Enclosed is a copy of the response reports for the Seaside Fire Department response to Del Rey Oaks for the period of May 1, 2020 through May 31, 2020.

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

Incident #

200517-SEA01071
200520-SEA01091
200527-SEA01141

200530-SEA01164
200530-SEA01169

There are a total of five (5) fire calls for the month of May. If you have any questions, please contact me.

Sincerely,

Paul Blaha
Division Chief
CC: File

SEASIDE FIRE DEPARTMENT
City of Del Rey Oaks - Response Report

Incident Date	Incident Number	Alarm Time	Arrival Time	Response Time (Minutes)	Incident Type Code	District	Street Or Highway Name	Priority
5/17/2020	200517-SEA01071	6:41:56 PM	6:46:25 PM	4.48	321	029	CANYON DEL REY	Emergent
5/20/2020	200520-SEA01091	11:25:20 AM	11:29:15 AM	3.92	6111	029	CANYON DEL REY	Emergent
5/27/2020	200527-SEA01141	2:43:21 PM	2:47:43 PM	4.37	321	029	CANYON DEL REY	Emergent
5/30/2020	200530-SEA01164	12:07:50 AM	12:13:34 AM	5.73	100	029	CANYON DEL REY	Emergent
5/30/2020	200530-SEA01169	6:49:35 PM	6:57:32 PM	7.95	510	029	CANYON DEL REY	Non-Emergent

Total Calls 5

LEGEND CODE:	INCIDENT TYPE:
100-173	FIRE
200-261	OVERPRESSURE
300-381	MEDICAL RESPONSE
400-482	HAZARDOUS CONDITION
500-571	SERVICE CALL
600-672	GOOD INTENT CALL
700-751	FALSE ALARM/FALSE CALL
800-810	SEVERE WEATHER
900-811	SPECIAL/CITIZEN COMPLAINT

CITY OF DEL REY OAKS SIX-MONTH STRATEGIC OBJECTIVES

March 3, 2020 – September 1, 2020
As of June 23, 2020

THREE-YEAR GOAL: <i>Ensure fiscal stability</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the April 28, 2020 City Council meeting	City Manager	Recommend to the City Council any changes to the Position Control List and Budget for City finance functions.	X			Revised job descriptions to focus finance duties in Kim's position, including title change. Moved Kim's desk into office to allow quiet finance focused work environment. Karen and part time position will handle non-finance related work load. Duties transitioned and staff is back in the office. PT position is included in proposed budget.
2. At the May 26, 2020 City Council meeting	City Manager	Report to the City Council the results and potential actions of the Cannabis Business Audits.	X			Karen working with HdL. HdL. processing audits.
3. At the June 23, 2020 City Council meeting	City Manager	Present to the City Council for consideration a Two-Year Budget.		X		Staff will present to Council on June 23.
4. At the August 25, 2020 City Council meeting	City Manager	Report to the City Council on the feasibility of a contract grant writer.		X		Mayor has provided a potential candidate.

<p>FUTURE: At the November 2020 City Council meeting</p>	<p>City Manager</p>	<p>Present to the City Council for action the disposition of the Federal LLC debt.</p>				
---	---------------------	--	--	--	--	--

THREE-YEAR GOAL: *Update the City's General Plan, beginning with the Housing Element*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By May 1, 2020	City Manager	Present to the City Council the status on the consolidation of background materials for developers.		X		Staff preparing structured due diligence for development teams. COVID-19 has paused this work.
2. At the August 25, 2020 City Council meeting	City Manager	Present to the City Council an update on potential funding sources (e.g., grants, cost-sharing) for updating the General Plan.		X		Staff received tentative approval of grant application for \$65k in LEAP funds. Staff working with AMBAG to apply for additional regional grant funds also in the amount of \$65k.
3. By September 1, 2020	City Manager and consultant Denise Duffy	Hold a Housing Element Study Session for the City Council and Planning Commission, including consideration of an Emergency Shelter overlay, with public input.		X		Beginning to plan with planning staff based on receipt of LEAP grant.

THREE-YEAR GOAL: <i>Develop City-owned properties sustainably with public input</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the March 24, 2020 City Council meeting	City Manager	Present a contract for solar panel installation on City Hall for Council consideration.	X			Council approved contract. Staff will execute the contract once new budget is approved.
2. At the April 28, 2020 City Council meeting	City Council	Consider accepting an escrow account and funds, and a contract with Wtison Engineers, concerning South Boundary Road.	X			FORA board and City Council approved escrow terms. FORA board approved \$8.8M for project. Staff working with FORA to open accounts and transfer funds. FOR A and City Council approved MOA for project transfer. Working to open escrow accounts and transfer funds.
3. At the May 26, 2020 City Council meeting	City Manager	Present an agreement with Marina Coast Water District (MCWD) for provision of water service to the City's Former Fort Ord property to the City Council for consideration.	X			Council approved on May 26 th . MCWD Board to consider agreement soon.
4. At the June 23, 2020 City Council meeting	City Manager, working with the City Attorney	Present a Joint Powers Authority (JPA) agreement for Habitat Conservation Plan (HCP) oversight to the City Council for consideration.			X	HCP EIR being finalized for FORA board approval. HCP endowment funds to be distributed to jurisdictions according to FORA Board approved distribution. Council approved agreement on May 26 for fund transfer. JPA will be discussed among land-use jurisdictions.
5. At the June 23, 2020 City Council meeting	City Manager	Present to the City Council for action an amended agreement with California Native Plants Society.		X		City meeting with CNPS to ascertain their desires.

<p>6. At the June 23, 2020 City Council meeting</p>	<p>City Manager, working with the City Attorney</p>	<p>Ensure that the owner of Del Rey Oaks Gardens is compliant with their conditional use permit and lease.</p>	<p>X</p>		<p>Staff sent Mr. Mori non-compliance letter in July 2019. Planning staff met with Mr. Mori on March 1st to discuss CUP application. Staff contacted Mr. Mori on April 14th to urge compliance. Staff met again with Mr. Mori in early May and found partial compliance with CUP. Mr. Mori is scheduled for July PC. Needs to place story poles to show encroached area.</p>
<p>7. At the August 25, 2020 City Council meeting</p>	<p>City Manager</p>	<p>Present to the City Council the status of water allocation for the former RV storage lot.</p>		<p>X</p>	<p>Staff preparing to present to planning commission for public discussion.</p>
<p>8. At the August 25, 2020 City Council meeting</p>	<p>City Manager</p>	<p>Present an Exclusive Negotiating Agreement for the former Fort Ord property with developers for City Council consideration.</p>			<p>On hold due to COVID related economic pressures.</p>
<p>9. At the August 25, 2020 City Council meeting</p>	<p>City Manager</p>	<p>Provide an update on the Spring 2020 and Spring 2021 street projects.</p>		<p>X</p>	<p>Spring 2020 slurry seal contract will be executed after Council approves FY20-21 budget.</p>
<p>FUTURE: At the September 22, 2020 City Council meeting</p>	<p>City Manager</p>	<p>Present to the City Council for action Community Facilities District and Development Impact Fees for all City-owned properties.</p>			

THREE-YEAR GOAL: *Enhance the City's effectiveness and efficiency*

WHEN	WHO	WHAT	STATUS		COMMENTS
			DONE	ON TARGET REVISED	
1. At the August 25, 2020 City Council meeting and yearly thereafter	City Manager and the IT consultant	Evaluate our IT security posture and, if needed, make recommendations for improvement.		X	

RESOLUTION NO. 2020-14

RESOLUTION ORDERING AN ELECTION, REQUESTING THE COUNTY ELECTIONS DEPARTMENT TO CONDUCT THE ELECTION, AND REQUESTING CONSOLIDATION OF THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION FOR THE CITY OF DEL REY OAKS

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election. The city or district shall reimburse the county in full for the services performed upon presentation of a bill to the City or district; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation. The resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, pursuant to Elections Code Section 13307, whenever an election called by a district, city, or other political subdivision has offices to be filled, it is required to fix and determine the number of words that a candidate may submit on the candidate's statement to be either 200 or 400 words and to determine if the candidate shall be responsible for the cost of the statement; and

WHEREAS, Elections Code Section 15651 requires the city to determine the means and manner in which a tie vote is to be resolved in the event that two or more persons receive an equal number of votes and the highest number of votes ("tie votes") for an office to be voted upon; and

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on November 3, 2020; and

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the governing body of the City of Del Rey Oak hereby orders an election be called and consolidated with any and all elections

also called to be held on **November 3, 2020** insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the Board of Supervisors of the County of Monterey to order such consolidation under Elections Code Section 10401 and 10403.

BE IT FURTHER RESOLVED AND ORDERED that pursuant to Elections Code section 10002 said governing body hereby requests the Board of Supervisors to permit the Monterey County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services.

BE IT FURTHER RESOLVED AND ORDERED that the Monterey County elections department conduct the election for the purpose of electing four (3) Members to its Governing Body on the November 3, 2020 ballot.

RECITALS

SECTION I. The General Municipal Election for the year 2020 is hereby called and shall be held in Del Rey Oaks, under and by virtue of the provisions of Article 3 of California Elections Code, on the 3rd day of November 2020, said date being the first Tuesday following the first Monday in November 2020.

SECTION II. The following officers of Del Rey Oaks shall be elected at said General Municipal Election, to wit:

- Mayor, one (1), for a term of two years.
- Councilmember, two (2), for a term of four years.

SECTION III. Nomination papers shall be filed with the Del Rey Oaks City Clerk's Office not later than 5:00 p.m. on Friday, August 7, 2020.

SECTION IV. Pursuant to the provisions of Section 13307 of the Elections Code of the State of California, the City Council has determined that candidates for office may file a written statement of qualifications with their nomination papers, said statement not to exceed 200 words in length, with those candidates filing said statements to pay the cost of such statement as determined by the Registrar of Voters.

SECTION V. The official ballot to be used at said election shall conform to the provisions of said City and the laws of the State of California with relation thereto.

SECTION VI. The City authorizes the Registrar of Voters to consolidate this election with any other election on November 3, 2020 for the convenience of the registered voters and to effectuate any cost savings by such consolidation.

SECTION VII. The County of Monterey Elections Department is hereby directed to publish such notices as are provided by law for the holding of the municipal election, which said notices shall be published in an adjudicated newspaper and circulated in the City of Del Rey Oaks and hereby designated for that purpose.

SECTION VIII. Said General Municipal Election shall be held and conducted, and the votes thereof canvassed, and the return thereof made, and the results thereof ascertained and determined as herein provided, and in all particulars not described by this Resolution, said General Municipal Election shall be held as provided by law for the holding of municipal elections in said City; and the Registrar of Voters of the County of Monterey is authorized to canvass the return and certify the results to said Council of Del Rey Oaks.

SECTION VIII. Pursuant to Section 6. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Monterey Registrar of Voters, the City Council, in accordance with Election Code Section 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION VIII. The City Clerk shall enter the results into the record following receipt of the declared results in accordance with Elections Code Section 10264. The City Clerk shall sign and deliver to each person elected a certificate of election and administer the oath of office to each person elected. This Resolution shall be forthwith entered upon the minutes of this Council and kept and maintained by the City Clerk of Del Rey Oaks.

SECTION X. The City Clerk is hereby authorized and directed to certify to the due adoption of this Resolution and to transmit a certified copy to the Elections Department and the Board of Supervisors of Monterey County.

PASSED AND APPROVED by City of Del Rey Oaks, this 23rd day of June 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:



CITY OF DEL REY OAKS

Staff Report

DATE: June 23, 2020

TO: Honorable Mayor and City Council

FROM: Jeffrey J. Hoyne, Chief of Police

SUBJECT: Approve the Fort Ord Regional Trail and Greenway project (FORTAG Project) revised Master Agreement, and authorize the City Manager to execute the Master Agreement.

CEQA: The Transportation Agency for Monterey County (TAMC) is the lead agency on the FORTAG project. TAMC prepared and approved an Environmental Impact Report on the project in compliance with the California Environmental Quality Act (CEQA). As a responsible agency, the City of Del Rey Oaks and all other participating jurisdictions are required to consider whether the Environmental Impact Report is adequate, and adopt the Mitigation Monitoring and Reporting Program and findings for decision as well. The City of Del Rey Oaks found the Environmental Impact Report adequate, and adopted the Mitigation Monitoring and Reporting Program and findings at the April 28, 2020 City Council meeting. No further action regarding CEQA is required.

Recommendation

Approve the FORTAG amended Master Agreement between TAMC, the city of Del Rey Oaks, and various other local public agencies, and authorize the City Manager to execute the Master Agreement.

Background

The FORTAG project was conceived in 2012 as a regional active transportation corridor consisting of a 24.2-mile continuous bicycle and pedestrian trail with an open-space buffer on both sides. FORTAG will connect to 7.5 miles of existing Monterey Bay Sanctuary Scenic Trail, for a total 31.7 regional trail in the Monterey Peninsula that will connect with the existing and planned active transportation network, and will provide connections to unpaved trails in the Fort Ord National Monument.

On March 25, 2020 the TAMC Board of Directors approved the Final EIR, including the Mitigation Monitoring and Reporting Program, and the Master Plan for the FORTAG Project.

On April 28, 2020 the City of Del Rey Oaks approved the FORTAG Master Agreement and found the Environmental Impact Report adequate, and adopted the Mitigation Monitoring and Reporting Program and findings. Since then the Master Agreement has been revised at the request of several participating responsible agencies to clarify responsibilities, primarily through the upcoming supplemental agreements required as responsible agencies move forward with constructing the sections located within their jurisdiction.

Discussion

Staff has reviewed the amended Master Agreement and found that the changes were primarily clarifying in nature, and there were no revisions that imposed additional risk or duty on the City. Therefore, Staff recommends Council approve the amended FORTAG Master Agreement and direct the City Manager to execute it on behalf of the City.

Note that Staff will return to Council at a future date with a Supplemental Agreement for the segment through the City of Del Rey Oaks, which will detail the design and construction of that portion of the FORTAG Project as well as compliance with the covenants (i.e. mitigation measures, development, construction, operation, maintenance) of the Master Agreement for the trail segment.

Fiscal Impact

There is no immediate fiscal impact of entering into the Master Agreement. There will be an increase in maintenance costs after the trail is built.

Recommended Action

Adopt a resolution that:

Approves the attached Amended Master Agreement between and among TAMC, the County of Monterey, the cities of Seaside, Marina, Monterey, Del Rey Oaks, the California State University Monterey Bay, University of California Santa Cruz, and the Monterey Regional Park District; and

Authorizes the City Manager to execute the Amended Master Agreement on behalf of the City of Del Rey Oaks.

Attachments:

Amended FORTAG Master Agreement (clean version)
Amended FORTAG Master Agreement (strike through version)

Documents Incorporated by Reference:

Final TAMC EIR - (found at the TAMC website: <https://www.tamcmonterey.org/measure-x/programs-projects/fort-ord-regional-trail-greenway>)
FORTAG Mitigation Monitoring and Reporting Program

Respectfully Submitted,

Jeffrey J. Hoyne, Chief of Police

Approved by
Dino Pick, City Manager

FORTAG MASTER AGREEMENT

This MASTER AGREEMENT (the "Agreement") is entered into by and among the Transportation Agency for the County of Monterey ("TAMC"), the County of Monterey ("County"), the City of Del Rey Oaks ("Del Rey Oaks"), the City of Marina ("Marina"), the City of Monterey ("Monterey"), the City of Seaside ("Seaside"), the Monterey Peninsula Regional Parks District ("MPRPD"), the University of California, Santa Cruz ("UCSC"), and California State University at Monterey Bay ("CSUMB"). TAMC, the County, the cities named herein, the District, and UCSC and CSUMB may be referred to collectively as the "Parties." The Parties other than TAMC may be referred to collectively as the "Underlying Jurisdictions." The notice and contact information of the Parties are attached hereto as Exhibit A.

RECITALS

This agreement is based on the following facts and circumstances:

- A. **Adoption of Measure X.** On November 6, 2016, a ballot measure known as the Transportation Safety & Investment Plan, or "Measure X," was adopted by the voters of Monterey County. The measure is anticipated to generate an estimated \$20 million annually for a total of \$600 million over thirty years, through a retail transactions and use tax of three-eighths of one percent (3/8%). Among the transportation safety and mobility projects identified for funding through Measure X is the Fort Ord Regional Trail And Greenway ("FORTAG"). Approximately \$20 million in Measure X funding was identified in the Measure X Transportation Safety & Investment Expenditure Plan for the FORTAG proposal.
- B. **FORTAG Project.** FORTAG has been proposed as an approximately 27-mile continuous 12-foot wide paved bicycle and pedestrian trail with an open-space buffer on both sides. FORTAG is proposed to extend over and within the jurisdiction of each of the Parties hereto. TAMC was designated the Lead Agency for review of the FORTAG proposal under environmental laws.
- C. **Environmental Documentation.** In compliance with the California Environmental Quality Act ("CEQA") TAMC has prepared and certified the FORTAG Final EIR (SCH # 2019060053), and has approved a Mitigation Monitoring and Reporting Plan, and has further adopted findings with respect thereto. A map designating the evaluated FORTAG alignment is attached hereto as Exhibit B.

- D. Need for Collective and Coordinated Action.** In order to ensure the efficient and effective development of FORTAG, and to avoid segmentation of the project, the Parties agree on the need for collective and coordinated actions by the Parties, including the possible dedication of rights of way, and the need to maintain any improvements approved within a Parties' jurisdiction.
- E. Mitigation of Regional Transportation Impacts of Local Development and Promotion of Active Transportation.** Development, implementation and maintenance of FORTAG, as it may be approved under applicable environmental laws, is anticipated to: assist in the mitigation of transportation impacts of local development; reduce greenhouse gasses; improve the health of residents and visitors by enhancing accessibility and providing a safe connection between residential areas, schools, workplaces, regional parks, and city services; provide community health benefits from active transportation routes and stress reducing enjoyment of open spaces; and create economic benefits from associated retail, hospitality, and competitive events.
- F. Priority for Eligibility for Matching Funds or Other Funding.** The Parties also agree that demonstration of cooperative, collective and coordinated actions with respect to FORTAG are likely to enhance the ability of the Parties to seek and obtain additional funding from State, Federal and/or other avenues for FORTAG.
- G. Intent and Purpose of this Agreement.** The overall intent of this Agreement is to effectuate FORTAG by having TAMC undertake the primary planning, development and construction of FORTAG with the engagement and approval of the Underlying Jurisdictions, as more fully described in this Master Agreement and by having the Underlying Jurisdiction(s) accept ownership and responsibility for completed segments of FORTAG and to maintain and operate FORTAG as cohesively as possible for the health, safety and benefit of the public. The purpose of this Agreement is to set forth the rights and responsibilities of the Parties to fulfill this overall intent.

NOW, THEREFORE, the Parties agree:

Section I.
Parties

The Parties to this Agreement are those parties that are signatory hereto, or signatory in the future, which include the County of Monterey, Del Rey Oaks, Marina, Monterey, Seaside, UCSC, CSUMB, MPRPD and TAMC.

Section II.
Effective Date

This Agreement shall be effective as to a Party, and that Party shall receive the benefits and accept the obligations, described herein on the date that this Agreement is approved by the governing body of said Party.

Section III.
Covenants of TAMC

With respect to each Underlying Jurisdiction that is a Party to this Agreement, TAMC shall:

- A. **Funding Commitment.** TAMC shall provide funding assistance to a Party, consistent with the Measure X Investment Plan, of Measure X Funds for the planning, development and construction of FORTAG segments, as such segments are approved by an Underlying Jurisdiction through a Supplemental Agreement pursuant to Section V.A., and funding is available. No Underlying Jurisdiction shall be required to contribute funds towards the planning or construction of a FORTAG segment; provided TAMC shall not be required to pay for staff time or other resources of an Underlying Jurisdiction.
- B. **Grant Assistance.** TAMC shall assist Underlying Jurisdictions with applying for and obtaining grant funding for the construction, repair, or re-construction of approved FORTAG segments.
- C. **Planning Assistance.** TAMC shall provide significant planning and development assistance for the construction of FORTAG segments, as such segments are approved by an Underlying Jurisdiction and funding is available.
- D. **Development and Construction.** TAMC shall, with the consent of the Underlying Jurisdiction, undertake the development and construction of FORTAG segments that have received final design and alignment approval by the Underlying Jurisdiction through a Supplemental Agreement.

Section IV.
Covenants of Underlying Jurisdictions

- A. With respect to the entirety of FORTAG:
 - 1. **Cooperation with TAMC and other Underlying Jurisdictions.** Each Party shall cooperate with TAMC and each other Party in order to fulfill the intent of this Agreement and the FORTAG Project, being the funding, development and

operation of a sustainable active bicycle and pedestrian trail connecting Underlying Jurisdictions, existing trails, and communities. Such cooperation shall not require any Party to approve or enter into a Supplemental Agreement for any segment within that Party's underlying jurisdiction.

2. Public Outreach and Education. Each Party shall participate in periodic public outreach and educational efforts, designed to encourage and educate the public on responsible trail use and preservation of the open space and vistas made available by FORTAG, as well as respect for the flora and fauna found along FORTAG's alignment and the greater community.

B. With respect to each segment of FORTAG, including any segment phase, that is approved by an Underlying Jurisdiction, such approving Party shall:

1. Cooperate and assist TAMC in developing and finalizing designs and in seeking funding for the development of segments (or phases of segments) of FORTAG within its jurisdiction.
2. Accept and enforce all appropriate mitigation and monitoring conditions identified in FORTAG environmental documents for and specific to the segment(s) of FORTAG within the boundaries of the Underlying Jurisdiction.
3. Incorporate the FORTAG Project alignment applicable to the boundaries of the Underlying Jurisdiction into planning and other entitlement documents as necessary and appropriate, subject to final design and alignment approval by the Underlying Jurisdiction, after applicable environmental review by that Underlying Jurisdiction.
4. Undertake appropriate review and approval of plans and specifications for each segment of FORTAG to be developed and constructed within the boundaries of the Underlying Jurisdiction in accordance with any Supplemental Agreement.
5. Dedicate land or easement rights to TAMC or agreed upon third parties, as necessary, to permit the development of FORTAG in accordance with the final design specifications approved by the Underlying Jurisdiction pursuant to an approved Supplemental Agreement.
6. To the extent allowed by law, require the dedication of rights in entitlement documents for properties not owned by the Underlying Jurisdiction, and,

where appropriate, require the construction of segment alignments as a condition of approval for new development applications.

7. Pursuant to a Supplemental Agreement, accept ownership of the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction. The Underlying Jurisdiction may, in its reasonable discretion, cause portions of segments to be owned or retained by other responsible parties, with the consent and approval of TAMC, but only for the purpose of ensuring compliance with the Master Agreement and if necessary any applicable Supplemental Agreement.
8. Provide for the reasonable maintenance of the segment(s) of FORTAG completed with the boundaries of the Underlying Jurisdiction.
9. Adopt and enforce such reasonable use and operations rules and regulations as the Underlying Jurisdiction deems necessary and appropriate for the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction.

Section V. **Mutual Covenants**

- A. Design and Development of Segment Phases. As any given segment (or phase thereof) of FORTAG is identified by TAMC and an Underlying Jurisdiction for development and receives sufficient funding therefor, TAMC and the Underlying Jurisdiction for such segment shall enter into a Supplemental Agreement. Each Supplemental Agreement will, among other things, specify in greater detail the manner in which the parties will comply with these covenants, consistent with the terms and conditions of relevant funding agreements, and/or such other arrangements between the applicable Parties with respect to trail connectivity. Such Supplemental Agreements shall be duly approved by the applicable parties and a Memorandum of Supplemental Agreement, identifying the basic terms of such agreements, including all funding therefore, shall be attached to this Master Agreement in subsequent exhibits. By way of example, it is anticipated that the City of Del Rey Oaks, the Monterey Peninsula Parks District, the City of Seaside, and TAMC will enter into a Supplemental Agreement soon after their respective approvals of this Master Agreement, and in connection therewith, will receive funds from an Active Transportation Grant. The basic terms of the "Phase One Canyon Del Rey/SR 218 Segment" Supplemental Agreement, consistent with grant funding requirements, will be memorialized and attached to this Master Agreement as Exhibit C. The Parties agree that any such

Memorandum of Supplemental Agreement may be attached to this Master Agreement without further action by the Underlying Jurisdictions.

B. Term and Termination. This Agreement shall remain in effect as to each Underlying Jurisdiction from the date of approval until terminated as provided herein.

1. This Agreement may be terminated at any time by the mutual consent of all the Parties.
2. This Agreement may be terminated as to TAMC and an Underlying Jurisdiction upon the mutual consent, which shall not be unreasonably withheld, of TAMC and the Underlying Jurisdiction, provided that 60 days' certified mail notice, as provided in Section IX.B., is given to all other Underlying Jurisdictions that are Parties to this Agreement.

C. Indemnity by TAMC. With regard to construction of a FORTAG segment by TAMC, the Underlying Jurisdiction, its governing body, elected officials, any officer, consultant, agent, or employee thereof shall not be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Agreement. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that TAMC shall fully defend, indemnify, and hold harmless an Underlying Jurisdiction, and its governing body, elected officials, all its officers, agents, and employees from any liability imposed on the Underlying Jurisdiction for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Agreement.

Agreements with FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).

D. Indemnity by Underlying Jurisdiction. Neither TAMC, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by an Underlying Jurisdiction in connection with this Agreement or any work or action taken by an Underlying Jurisdiction with Measure X or other funds related to the FORTAG Project. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that the Underlying Jurisdiction shall fully

defend, indemnify and hold harmless TAMC, its governing body, and all its officers, agents, and employees, from any liability imposed on TAMC for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the Underlying Jurisdiction pursuant to this Agreement or any work or action taken by an Underlying Jurisdiction related to the FORTAG Project.

Agreements with FORTAG contractors hired by the Underlying Jurisdiction shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s). To the extent that the Underlying Jurisdiction requires or permits a portion of a segment of FORTAG to be constructed by others not a party to this Master Agreement, the Underlying Jurisdiction shall require that agreements with FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).

- E. Mutual Indemnification Among Parties. Except as otherwise provided in this Agreement, each Party to this Agreement agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent or wrongful acts or omissions for the indemnifying party or its officials, officers, employees or agents. In the event of liability imposed upon any of the Parties to this Agreement, for injury that is caused by the negligent or wrongful act or omission of any of the Parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement.
- F. Respect for Land Use Authority and Implementation of FORTAG. This Master Agreement is evidence of the Parties' mutual intent to fund, design, construct and operate and maintain an inter-connected trail and bikeway within and between the jurisdictional boundaries of the Underlying Jurisdiction. TAMC and each Underlying Jurisdiction acknowledges the land use authority of each Underlying Jurisdiction and covenants not to construct any segment of FORTAG without the consent and approval of the applicable Underlying Jurisdiction by means of a Supplemental Agreement. Each Underlying Jurisdiction, in turn, acknowledges the existing and future significant commitment of TAMC in the implementation of FORTAG for the benefit of the

Underlying Jurisdiction and covenants to work towards incorporating FORTAG into its land use planning.

Section VI.
Amendments

This Agreement may be amended at any time by a written amendment approved by all of the Parties as evidenced by approval by the governing board or council of each Party. Any amendment to the alignment shown in Exhibit B and approved in the FORTAG Final EIR shall require environmental review prior to consideration.

Section VII.
Sole Agreements

This Agreement, together with the Memorandum of Understanding Re Designation of Lead Agency, approved by TAMC on September 27, 2017, are the sole agreements on the subject matters of this Agreement between and among the Parties with respect to FORTAG. No provision in either of those agreements shall preclude an Underlying Jurisdiction from exercising its discretionary authority for final design specifications and alignment, following appropriate environmental review as may be required. The parties acknowledge that Supplemental Agreements, as described in Section V. may be approved and attached as exhibits to this Master Agreement without changing or otherwise amending the provisions described in this Agreement.

Section VIII.
CEQA Lead Agency Designation

Consistent with that Memorandum of Understanding approved by TAMC on September 27, 2017, the Parties confirm that for purposes of compliance with the California Environmental Quality Act (CEQA), Public Resources Code section 21000, et. seq., for environmental review of the FORTAG proposal, that TAMC is the lead agency, and all other Parties are responsible agencies. Prior to taking action to approve this Agreement and any FORTAG segment within its jurisdiction, each Underlying Jurisdiction shall certify that it has complied with the appropriate provisions of the California Environmental Quality Act as required by law.

Section IX.
Miscellaneous

- A. Dispute Resolution. If any dispute arises between the Parties under this Agreement, the Parties shall resolve the dispute in accordance with this Section IX(A).

1. **Duty to Meet and Confer.** The Parties shall first meet and confer in good faith and attempt to resolve the matter between themselves. Each Party shall make all reasonable efforts to provide to the other Parties all the information in its possession that is relevant to the dispute, so that all Parties have the information needed to reach agreement. If these negotiations fail to produce agreement after fifteen (15) days from the initial demand, any disputing Party may proceed to mediation or judicial resolution pursuant to subsections (2) and (3).
 2. **Mediation.** If meeting and conferring do not resolve the dispute, and if all disputing Parties wish to pursue mediation, then the matter shall be submitted for formal mediation to the Mediation Center of Monterey County, the American Arbitration Association, the Judicial Arbitration and Mediation Services, or such other mediation service as the Parties may mutually agree upon. Any disputing Party may terminate the mediation if it fails to produce agreement within forty-five (45) days from selection of the mediator. The expenses of such mediation shall be shared equally between the disputing Parties.
 3. **Judicial Resolution.** If the dispute is not or cannot be resolved by meeting and conferring and/or mediation, then any disputing Party may commence an action in the Superior Court of Monterey County.
- B. **Notices.** Any notice or instrument required to be given or delivered by mail under this Agreement shall be deposited with the United States Postal Service, registered or certified mail, postage prepaid, and addressed to the addresses of the Parties as shown on Exhibit A. Such notice shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States mail. All other notices may be provided by regular mail to the addresses shown in Exhibit A, and/or to by facsimile or email transmission to the numbers and addresses shown associated with the respective parties, also in Exhibit A. Receipt of such notices shall be deemed complete by close of business on the next business day after transmission.
- C. **Partial Invalidity.** If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The governing body of each of the Parties hereby declares they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Agreement irrespective of the fact that any one or more sections, subsections,

sentences, clauses, phrases, or portions of this Agreement be declared invalid or unenforceable.

- D. Governing Law; Interpretation. This Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California. This Agreement has been arrived at through good faith negotiation between the Parties; each Party waives the provisions of Civil Code Section 1654 concerning the interpretation of this Agreement.
- E. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Parties.
- F. Assignment. The Parties hereto shall not assign any rights or obligations under this Agreement without the written consent of all the other Parties.
- G. Waiver. Any waiver of any terms of this Agreement shall be in writing signed by each applicable Party thereto. 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.
- H. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.

Section X.
Execution and Signatures

The Board of Directors of TAMC, the Board of Supervisors of the County of Monterey, the city councils of the cities enumerated herein, and the appropriate approving bodies for UCSC, MPRPD and CSUMB, have each authorized the execution of this Agreement, as evidenced by the authorized signatures below on the dates specified below. This Agreement may be signed in counterparts with the signature pages attached to form a complete document.

APPROVED BY:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: _____
Its: _____
Date: _____

Approved as to form:

TAMC Counsel

COUNTY OF MONTEREY

By: _____
Its: _____
Date: _____

Approved as to form:

County Counsel

CITY OF DEL REY OAKS

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

CITY OF MARINA

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

CITY OF MONTEREY

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

CITY OF SEASIDE

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

UNIVERSITY OF CALIFORNIA, SANTA CRUZ

By: _____
Its: _____
Date: _____

Approved as to form:

Legal Counsel

CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY

By: _____
Its: _____
Date: _____

Approved as to form:

Legal Counsel

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By: _____
Its: _____
Date: _____

Approved as to form:

Legal Counsel

**EXHIBIT A
NOTICE / CONTACT INFORMATION**

TAMC	Executive Director 55-B Plaza Circle Salinas, CA 93901 (831) 775-0903 Name @tamc.org
COUNTY OF MONTEREY	Title Address Salinas, CA 93901 (831) Email address
CITY OF DEL REY OAKS	Title 650 Canyon Del Rey Del Rey Oaks, CA 93940 (831) Email address
CITY OF MARINA	Title 211 Hillcrest Ave. Marina, CA 93933 (831) Email address
CITY OF MONTEREY	Hans Uslar, City Manager 580 Pacific Street Monterey; CA 93940 (831) 646-3760 uslar@monterey.org
CITY OF SEASIDE	Title 440 Harcourt Ave. Seaside, CA 93955 (831) Email address
UNIVERSITY OF CALIFORNIA, SANTA CRUZ	Title ADDRESS ADDRESS Phone Email address

CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY	Title ADDRESS ADDRESS Phone Email address
MONTEREY PENINSULA REGIONAL PARK DISTRICT	Title ADDRESS ADDRESS Phone Email address

FORTAG MASTER AGREEMENT

This MASTER AGREEMENT (the "Agreement") is entered into by and among the Transportation Agency for the County of Monterey ("TAMC"), the County of Monterey ("County"), the City of Del Rey Oaks ("Del Rey Oaks"), the City of Marina ("Marina"), the City of Monterey ("Monterey"), the City of Seaside ("Seaside"), the Monterey Peninsula Regional Parks District ("MPRPD"), the University of California, Santa Cruz ("UCSC"), and California State University at Monterey Bay ("CSUMB"). TAMC, the County, the cities named herein, the District, and UCSC and CSUMB may be referred to collectively as the "Parties." The Parties other than TAMC may be referred to collectively as the "Underlying Jurisdictions." The notice and contact information of the Parties are attached hereto as Exhibit A.

RECITALS

This agreement is based on the following facts and circumstances:

- A. **Adoption of Measure X.** On November 6, 2016, a ballot measure known as the Transportation Safety & Investment Plan, or "Measure X," was adopted by the voters of Monterey County. The measure is anticipated to generate an estimated \$20 million annually for a total of \$600 million over thirty years, through a retail transactions and use tax of three-eighths of one percent (3/8%). Among the transportation safety and mobility projects identified for funding through Measure X is the Fort Ord Regional Trail And Greenway ("FORTAG"). Approximately \$20 million in Measure X funding was identified in the Measure X Transportation Safety & Investment Expenditure Plan for the FORTAG proposal.
- B. **FORTAG Project.** FORTAG has been proposed as an approximately 27-mile continuous 12-foot wide paved bicycle and pedestrian trail with an open-space buffer on both sides. ~~A map designating the FORTAG alignment is attached hereto as Exhibit B.~~ FORTAG is proposed to extend over and within the jurisdiction of each of the Parties hereto. TAMC was designated the Lead Agency for review of the FORTAG proposal under environmental laws.
- C. **Environmental Documentation.** In compliance with the California Environmental Quality Act ("CEQA") TAMC has prepared and certified the FORTAG Final EIR (SCH # 2019060053), and has approved a Mitigation Monitoring and Reporting Plan, and has further adopted findings with respect thereto. A map designating the evaluated FORTAG alignment is attached hereto as Exhibit B.

- D. **Need for Collective and Coordinated Action.** In order to ensure the efficient and effective development of FORTAG, and to avoid segmentation of the project, the Parties agree on the need for collective and coordinated actions by the Parties, including the possible dedication of rights of way, and the need to maintain any improvements approved within a Parties' jurisdiction.
- E. **Mitigation of Regional Transportation Impacts of Local Development and Promotion of Active Transportation.** Development, implementation and maintenance of FORTAG, as it may be approved under applicable environmental laws, is anticipated to: assist in the mitigation of transportation impacts of local development; reduce greenhouse gasses; improve the health of residents and visitors by enhancing accessibility and providing a safe connection between residential areas, schools, workplaces, regional parks, and city services; provide community health benefits from active transportation routes and stress reducing enjoyment of open spaces; and create economic benefits from associated retail, hospitality, and competitive events.
- F. **Priority for Eligibility for Matching Funds or Other Funding.** The Parties also agree that demonstration of cooperative, collective and coordinated actions with respect to FORTAG are likely to enhance the ability of the Parties to seek and obtain additional funding from State, Federal and/or other avenues for FORTAG.
- G. **Intent and Purpose of this Agreement.** The overall intent of this Agreement is to effectuate FORTAG by having TAMC undertake the primary planning, development and construction of FORTAG with the engagement and approval of the Underlying Jurisdictions, as more fully described in this Master Agreement and by having the Underlying Jurisdiction(s) accept ownership and responsibility for completed segments of FORTAG and to maintain and operate FORTAG as cohesively as possible for the health, safety and benefit of the public. The purpose of this Agreement is to set forth the rights and responsibilities of the Parties to fulfill this overall intent.

NOW, THEREFORE, the Parties agree:

Section I. **Parties**

The Parties to this Agreement are those parties that are signatory hereto, or signatory in the future, which include the County of Monterey, Del Rey Oaks, Marina, Monterey, Seaside, UCSC, CSUMB, MPRPD and TAMC.

Section II.
Effective Date

This Agreement shall be effective as to a Party, and that Party shall receive the benefits and accept the obligations, described herein on the date that this Agreement is approved by the governing body of said Party.

Section III.
Covenants of TAMC

With respect to each Underlying Jurisdiction that is a Party to this Agreement, TAMC shall:

- A. Funding Commitment. TAMC shall provide funding assistance to a Party, consistent with the Measure X Investment Plan, of Measure X Funds for the planning, development and construction of FORTAG segments, as such segments are approved by an Underlying Jurisdiction through a Supplemental Agreement pursuant to Section V.A., and funding is available. No Underlying Jurisdiction shall be required to contribute funds towards the planning or construction of a FORTAG segment; provided TAMC shall not be required to pay for staff time or other resources of an Underlying Jurisdiction.
- B. Grant Assistance. TAMC shall assist Underlying Jurisdictions with applying for and obtaining grant funding for the construction, repair, or re-construction of approved FORTAG segments.
- C. Planning Assistance. TAMC shall provide significant planning and development assistance for the construction of FORTAG segments, as such segments are approved by an Underlying Jurisdiction and funding is available.
- D. Development and Construction. TAMC shall, with the consent of the Underlying Jurisdiction, undertake the development and construction of FORTAG segments that have received final design and alignment approval by the Underlying Jurisdiction through a Supplemental Agreement.

Section IV.
Covenants of Underlying Jurisdictions

- A. With respect to the entirety of FORTAG:
 - 1. Cooperation with TAMC and other Underlying Jurisdictions. Each Party shall cooperate with TAMC and each other Party in order to fulfill the intent of this Agreement and the FORTAG Project, being the funding, development and

operation of a sustainable active bicycle and pedestrian trail connecting Underlying Jurisdictions, existing trails, and communities. Such cooperation shall not require any Party to approve or enter into a Supplemental Agreement for any segment within that Party's underlying jurisdiction.

2. Public Outreach and Education. Each Party shall participate in periodic public outreach and educational efforts, designed to encourage and educate the public on responsible trail use and preservation of the open space and vistas made available by FORTAG, as well as respect for the flora and fauna found along FORTAG's alignment and the greater community.

B. With respect to each segment of FORTAG, including any segment phase, that is approved by an Underlying Jurisdiction, such approving Party shall:

1. Cooperate and assist TAMC in developing and finalizing designs and in seeking funding for the development of segments (or phases of segments) of FORTAG within its jurisdiction.
2. Accept and enforce all appropriate mitigation and monitoring conditions identified in FORTAG environmental documents for and specific to the segment(s) of FORTAG within the boundaries of the Underlying Jurisdiction.
3. Incorporate the FORTAG Project alignment applicable to the boundaries of the Underlying Jurisdiction into planning and other entitlement documents as necessary and appropriate, subject to final design and alignment approval by the Underlying Jurisdiction, after applicable environmental review by that Underlying Jurisdiction.
4. Undertake appropriate review and approval of plans and specifications for each segment of FORTAG to be developed and constructed within the boundaries of the Underlying Jurisdiction in accordance with any Supplemental Agreement.
5. Dedicate land or easement rights to TAMC or agreed upon third parties, as necessary, to permit the development of FORTAG in accordance with the final design specifications approved by the Underlying Jurisdiction pursuant to an approved Supplemental Agreement ~~over the approved alignment.~~
6. To the extent allowed by law, Rrequire the dedication of rights in entitlement documents for properties not owned by the Underlying

Jurisdiction, and, where appropriate, require the construction of segment alignments as a condition of approval for new development applications part of larger approved developments.

7. Pursuant to a Supplemental Agreement, A accept ownership of the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction. The Underlying Jurisdiction may, in its reasonable discretion, and/or cause portions of segments to be owned or retained by other responsible parties, with the consent and approval of TAMC, but only for the purpose of to ensure compliance with the Master Agreement and if necessary any applicable Supplemental Agreement.
8. Provide for the reasonable maintenance of the segment(s) of FORTAG completed with the boundaries of the Underlying Jurisdiction.
9. Adopt and enforce such reasonable use and operations rules and regulations as the Underlying Jurisdiction deems necessary and appropriate for the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction.

Section V. **Mutual Covenants**

- A. Design and Development of Segment Phases. As any given segment (or phase thereof) of FORTAG is identified by TAMC and an Underlying Jurisdiction for development and receives sufficient funding therefor, TAMC and the Underlying Jurisdiction for such segment shall enter into a Supplemental Agreement. Each Supplemental Agreement will, among other things, specifying in greater detail the manner in which the parties will comply with these covenants, consistent with the terms and conditions of relevant funding agreements, and/or such other arrangements between the applicable Parties with respect to trail connectivity. Such Supplemental Agreements shall be duly approved by the applicable parties and a Memorandum of Supplemental Agreement, identifying the basic terms of such agreements, including all funding therefore, shall be attached to this Master Agreement in subsequent exhibits. By way of example, it is anticipated that the City of Del Rey Oaks, the Monterey Peninsula Parks District, the City of Seaside, and TAMC will enter into a Supplemental Agreement soon after their respective approvals of this Master Agreement, and in connection therewith, will receive funds from an Active Transportation Grant. The basic terms of the "Phase One Canyon Del Rey/SR 218 Segment" Supplemental Agreement, consistent with grant funding requirements, will be memorialized and attached to this Master Agreement as Exhibit C. The Parties agree that any such

Memorandum of Supplemental Agreement may be attached to this Master Agreement without further action by the Underlying Jurisdictions.

- B. Term and Termination. This Agreement shall remain in effect as to each Underlying Jurisdiction from the date of approval until terminated as provided herein.
1. This Agreement may be terminated at any time by the mutual consent of all the Parties.
 2. This Agreement may be terminated as to TAMC and an Underlying Jurisdiction upon the mutual consent, which shall not be unreasonably withheld, of TAMC and the Underlying Jurisdiction, provided that 60 days' certified mail notice, as provided in Section IX.B., is given to all other Underlying Jurisdictions that are Parties to this Agreement.
- C. Indemnity by TAMC. With regard to construction of a FORTAG segment by TAMC, the Underlying Jurisdiction, its governing body, elected officials, any officer, consultant, agent, or employee thereof shall not be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Agreement. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that TAMC shall fully defend, indemnify, and hold harmless an Underlying Jurisdiction, and its governing body, elected officials, all its officers, agents, and employees from any liability imposed on the Underlying Jurisdiction for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Agreement.

Agreements with FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).

- D. Indemnity by Underlying Jurisdiction. Neither TAMC, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by an Underlying Jurisdiction in connection with this Agreement or any work or action taken by an Underlying Jurisdiction with Measure X or other funds related to the FORTAG Project. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that the Underlying Jurisdiction shall fully

defend, indemnify and hold harmless TAMC, its governing body, and all its officers, agents, and employees, from any liability imposed on TAMC for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the Underlying Jurisdiction pursuant to this Agreement or any work or action taken by an Underlying Jurisdiction related to the FORTAG Project.

Agreements with FORTAG contractors hired by the Underlying Jurisdiction shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s). To the extent that the Underlying Jurisdiction requires or permits a portion of a segment of FORTAG to be constructed by others not a party to this Master Agreement, the Underlying Jurisdiction shall require that agreements with FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).

- E. Mutual Indemnification Among Parties. Except as otherwise provided in this Agreement, each Party to this Agreement agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent or wrongful acts or omissions for the indemnifying party or its officials, officers, employees or agents. In the event of liability imposed upon any of the Parties to this Agreement, for injury that is caused by the negligent or wrongful act or omission of any of the Parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement.

- F. Respect for Land Use Authority and Implementation of FORTAG. This Master Agreement is evidence of the Parties' mutual intent to fund, design, construct and operate and maintain an inter-connected trail and bikeway within and between the jurisdictional boundaries of the Underlying Jurisdiction. TAMC and each Underlying Jurisdiction acknowledges the land use authority of each Underlying Jurisdiction and covenants not to construct any segment of FORTAG without the consent and approval of the applicable Underlying Jurisdiction by means of a Supplemental Agreement. Each Underlying Jurisdiction, in turn, acknowledges the existing and future significant commitment of TAMC in the implementation of FORTAG for the benefit of the

Underlying Jurisdiction and covenants to work towards incorporating FORTAG into its land use planning.

Section VI. Amendments

This Agreement may be amended at any time by a written amendment approved by all of the Parties as evidenced by approval by the governing board or council of each Party. Any amendment to the alignment shown in Exhibit B and approved in the FORTAG Final EIR shall require environmental review prior to consideration.

Section VII. Sole Agreements

This Agreement, together with the Memorandum of Understanding Re Designation of Lead Agency, approved by TAMC on September 27, 2017, are the sole agreements on the subject matters of this Agreement between and among the Parties with respect to FORTAG. No provision in either of those agreements shall preclude an Underlying Jurisdiction from exercising its discretionary authority for final design specifications and alignment, following appropriate environmental review as may be required. The parties acknowledge that Supplemental Agreements, as described in Section V. may be approved and attached as exhibits to this Master Agreement without changing or otherwise amending the provisions described in this Agreement.

Section VIII. CEQA Lead Agency Designation

Consistent with that Memorandum of Understanding approved by TAMC on September 27, 2017, the Parties confirm that for purposes of compliance with the California Environmental Quality Act (CEQA), Public Resources Code section 21000, et. seq., for environmental review of the FORTAG proposal, that TAMC is the lead agency, and all other Parties are responsible agencies. Prior to taking action to approve this Agreement and any FORTAG segment within its jurisdiction, each Underlying Jurisdiction shall certify that it has complied with the appropriate provisions of the California Environmental Quality Act as required by law reviewed and considered the information contained in the environmental documents certified by TAMC.

Section IX. Miscellaneous

- A. Dispute Resolution. If any dispute arises between the Parties under this Agreement, the Parties shall resolve the dispute in accordance with this Section IX(A).
1. Duty to Meet and Confer. The Parties shall first meet and confer in good faith and attempt to resolve the matter between themselves. Each Party shall make all reasonable efforts to provide to the other Parties all the information in its possession that is relevant to the dispute, so that all Parties have the information needed to reach agreement. If these negotiations fail to produce agreement after fifteen (15) days from the initial demand, any disputing Party may proceed to mediation or judicial resolution pursuant to subsections (2) and (3).
 2. Mediation. If meeting and conferring do not resolve the dispute, and if all disputing Parties wish to pursue mediation, then the matter shall be submitted for formal mediation to the Mediation Center of Monterey County, the American Arbitration Association, the Judicial Arbitration and Mediation Services, or such other mediation service as the Parties may mutually agree upon. Any disputing Party may terminate the mediation if it fails to produce agreement within forty-five (45) days from selection of the mediator. The expenses of such mediation shall be shared equally between the disputing Parties.
 3. Judicial Resolution. If the dispute is not or cannot be resolved by meeting and conferring and/or mediation, then any disputing Party may commence an action in the Superior Court of Monterey County.
- B. Notices. Any notice or instrument required to be given or delivered by mail under this Agreement shall be deposited with the United States Postal Service, registered or certified mail, postage prepaid, and addressed to the addresses of the Parties as shown on Exhibit A. Such notice shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States mail. All other notices may be provided by regular mail to the addresses shown in Exhibit A, and/or to by facsimile or email transmission to the numbers and addresses shown associated with the respective parties, also in Exhibit A. Receipt of such notices shall be deemed complete by close of business on the next business day after transmission.
- C. Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

The governing body of each of the Parties hereby declares they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Agreement irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Agreement be declared invalid or unenforceable.

- D. Governing Law; Interpretation. This Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California. This Agreement has been arrived at through good faith negotiation between the Parties; each Party waives the provisions of Civil Code Section 1654 concerning the interpretation of this Agreement.
- E. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Parties.
- F. Assignment. The Parties hereto shall not assign any rights or obligations under this Agreement without the written consent of all the other Parties.
- G. Waiver. Any waiver of any terms of this Agreement shall be in writing signed by each applicable Party thereto. 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.
- H. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.

Section X.
Execution and Signatures

The Board of Directors of TAMC, the Board of Supervisors of the County of Monterey, the city councils of the cities enumerated herein, and the appropriate approving bodies for UCSC, MPRPD and CSUMB, have each authorized the execution of this Agreement, as evidenced by the authorized signatures below on the dates specified below. This Agreement may be signed in counterparts with the signature pages attached to form a complete document.

APPROVED BY:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: _____
Its: _____
Date: _____

Approved as to form:

TAMC Counsel

COUNTY OF MONTEREY

By: _____
Its: _____
Date: _____

Approved as to form:

County Counsel

CITY OF DEL REY OAKS

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

CITY OF MARINA

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

CITY OF MONTEREY

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

CITY OF SEASIDE

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

UNIVERSITY OF CALIFORNIA, SANTA CRUZ

By: _____
Its: _____
Date: _____

Approved as to form:

Legal Counsel

CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY

By: _____
Its: _____
Date: _____

Approved as to form:

Legal Counsel

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By: _____
Its: _____
Date: _____

Approved as to form:

Legal Counsel

**EXHIBIT A
NOTICE / CONTACT INFORMATION**

TAMC	Executive Director 55-B Plaza Circle Salinas, CA 93901 (831) 775-0903 Name @tamc.org
COUNTY OF MONTEREY	Title Address Salinas, CA 93901 (831) Email address
CITY OF DEL REY OAKS	Title 650 Canyon Del Rey Del Rey Oaks, CA 93940 (831) Email address
CITY OF MARINA	Title 211 Hillcrest Ave. Marina, CA 93933 (831) Email address
CITY OF MONTEREY	Hans Uslar, City Manager 580 Pacific Street Monterey, CA 93940 (831) 646-3760 uslar@monterey.org
CITY OF SEASIDE	Title 440 Harcourt Ave. Seaside, CA 93955 (831) Email address
UNIVERSITY OF CALIFORNIA, SANTA CRUZ	Title ADDRESS ADDRESS Phone Email address

CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY	Title ADDRESS ADDRESS Phone Email address
MONTEREY PENINSULA REGIONAL PARK DISTRICT	Title ADDRESS ADDRESS Phone Email address



CITY OF DEL REY OAKS

Staff Report

DATE: June 23, 2020
TO: Honorable Mayor and City Council
FROM: Danial D. Pick, City Manager
SUBJECT: Hold a second reading of an Ordinance to amend Section 17.59 of the City of Del Rey Oaks Municipal Code relating to signs.

CEQA: This action does not constitute a project within the meaning of Section 15378(a) of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly. If this action is found to be a project under CEQA, it is exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

Recommendation

Hold a second reading of an ordinance to amend Chapter 17.59 of the City of Del Rey Oaks Municipal Code (DROMC) relating to signs.

Summary & Discussion

At its June 2020 regular meeting, Council approved the first reading of an ordinance to revise DROMC Chapter 17.59 relating to signs.

Council also approved the formation of a sub-committee to further evaluate Chapter 17.59 in the future; this effort is separate and distinct from the second reading of the attached ordinance.

Fiscal Impacts

None.

Recommended Action

Hold a second reading of an ordinance to amend Chapter 17.59 of the DROMC relating to signs.

ATTACHMENTS:

Ordinance

Respectfully Submitted,

Danial Pick
City Manager

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL REY OAKS,
CALIFORNIA, AMENDING CHAPTER 17.59 "SIGNS" OF THE DEL REY OAKS
MUNICIPAL CODE**

WHEREAS, the City's sign ordinance is over 20 years old;

WHEREAS, amendments to the sign ordinance are necessary to clarify the language therein, as well as to bring the ordinance up to date; and

WHEREAS, enactment of this ordinance is not subject to the California Environmental Quality Act (CEQA) as it is not a project pursuant to Guidelines Section 15378 because it has no potential for resulting in physical change to the environment directly or indirectly. If this action is found to be a project under CEQA, it is exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Del Rey Oaks, California as follows:

SECTION 1. The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.

SECTION 2. The text set forth in existing Chapter 17.59 of the Del Rey Oaks Municipal Code entitled, "Signs" shall be amended by the addition of all text shown in bold, italic underscored text (***bold, italic***), and deletion by strikethrough (~~strikethrough~~) as follows:

CHAPTER 17.59 – SIGNS

17.59.010 - Purpose and intent.

It is the purpose and intent of this Chapter to provide the City of Del Rey Oaks with a viable and practical set of sign regulations that will: promote the orderly growth of the community; facilitate the continual upgrading of the community; preserve the natural beauty of Del Rey Oaks while simultaneously protecting the rights of property and business owners to display signs and the right of individuals to live, work and visit a city that is free from the usual blight that would result from under-**regulation** or non-regulation of signs.

These sign regulations, pursuant to the provisions of the Del Rey Oaks General Plan, set forth the minimum acceptable standards necessary to protect and safeguard the life, peace, health, safety, property and general welfare of the public by regulating among other things the

location, placement, size, number, area, type, illumination and maintenance of signs and sign structures.

In addition to the standards specified above, it is hereby set forth that a primary goal of these regulations shall be to insure that signs and sign structures are considered in light of the architectural and landscape design of the buildings and properties along with individual setting or location of the buildings and properties; and to avoid visual clutter and out of scale impacts.

17.59.020 - Application.

No sign shall be placed, displayed, painted, posted, printed, tacked, fastened, erected, relocated, ~~or constructed or otherwise~~ except as provided in this Chapter.

17.59.030 - Responsibility.

It shall be the sole responsibility of the person making application to place, construct, erect, alter, relocate, tack, fasten, paint, post or display any sign in the City of Del Rey Oaks to obtain the necessary authorization from the owner or lessee of the property.

17.59.040 - Planning commission approval required.

Planning Commission approval shall be required of all signs unless otherwise specified in this Chapter. A fee shall be collected by the City Clerk prior to consideration of any sign by the Planning Commission. The fee shall be established from time to time by Resolution of the City Council.

In order to facilitate the Planning Commission approval process, any person seeking to obtain Planning Commission approval shall submit accurate plans, scale drawings, color boards, examples of materials or any such other information specified by the City Manager showing the size, shape, location, color, materials and physical relationship to the site of the sign and sign structure. Any decision of the Planning Commission may be appealed, in writing, to the City Council within 20 days of the decision.

During the course of review and approval, the Planning Commission or the City Council on appeal may approve, disapprove, conditionally approve, or modify the plans as submitted in order to insure compliance with the spirit and intent of this Chapter.

17.59.050 - Sign permit required.

In order to ensure that the Planning Commission is provided with an opportunity to review the placement, construction, erection, relocation or alteration of any and all signs in the City of Del Rey Oaks, it is required, unless otherwise specified herein, that a sign permit shall be obtained from the City Clerk prior to the placement, construction, relocation, alteration or otherwise erection of the sign.

Any person seeking to obtain a sign permit shall provide the City Clerk with any and all necessary detailed plans, scale drawings or other materials and samples or information required by the City Clerk along with written evidence that Planning Commission approval has been obtained for the sign. Following a review of the materials and design submitted, the City Clerk may issue the sign permit or, if appropriate shall, require that a Building Permit be obtained pursuant to the provisions of the Uniform Building Code (UBC) in lieu of a sign permit. A fee shall be collected by the City Clerk prior to the issuance of any sign or building permit. The fee shall be the same as for a minor use permit and shall be established from time to time by Resolution of the City Council. The fee for a building permit shall be as specified in the **City's Master Fee Schedule. UBC.**

17.59.060 - Enforcement.

The regulations contained in this Chapter shall be enforced as are other zoning, building and safety regulations as set forth in the Del Rey Oaks Municipal Code, **which may include, without limitation, enforcement pursuant to Chapters 1.16 and 1.19.**

Any sign not in compliance with this Chapter is hereby declared to be a public nuisance and may be abated pursuant to the provisions of Sections 8.28.050 through 8.28.200, or pursuant to state law.

Each sign installed, created, erected, or maintained in violation of this Chapter shall be considered a separate violation.

17.59.070 - Remedies.

Notwithstanding, the procedures for enforcement set forth in the Del Rey Oaks Municipal Code, the City of Del Rey Oaks is hereby authorized to **enforce this Chapter** ~~proceed~~ in any other fashion, way, or procedure permitted by law.

17.59.080 - Exemptions.

The provisions and regulations of this Chapter shall not apply to the following signs **should the stated conditions be met. However, the following signs shall be subject to all safety provisions contained in this Chapter. Should the stated conditions not be met, Planning Commission review and a sign permit are required.** ~~provided, however, that the following signs shall be subject to all safety provisions contained in this Chapter:~~

- ~~A. Official signs and notices, public utility signs, public directional signs;~~
- ~~B. Professional nameplates not exceeding three square feet in area;~~
- ~~C. Temporary (30-day) signs of a directional nature approved by the City Manager;~~
- ~~D. Emergency, public service or other temporary (30-day) non-advertising signs as approved by the City Council;~~

- ~~E. Memorial signs on tablets, names and dates of buildings when cut into any masonry surface or when flush mounted and constructed of bronze or other noncombustible materials;~~
- ~~F. Freestanding mailboxes designating the name and address of the person serviced by the mailbox;~~
- ~~G. Signs placed by the City of Del Rey Oaks.~~

<i>Exempt Sign</i>	<i>Conditions</i>
<i>Address Signs, Including in Mailboxes</i>	<i>Maximum letter height of 12 inches and maximum area of 4 square feet</i>
<i>Building Identification Signs</i>	<i>Names and dates of buildings maximum letter height of 18 inches and maximum area of 5 square feet</i>
<i>Ancillary Information Signs</i>	<i>Maximum aggregate area of 3 square feet</i>
<i>Construction Site Signs</i>	<i>Maximum aggregate area of 20 square feet per street frontage</i>
<i>Government Signs</i>	<i>Traffic control signs</i>
	<i>Transit signs not exceeding 3 square feet</i>
	<i>Street identification signs</i>
	<i>Utility signs</i>
	<i>Signs on City property for City civic events, services, and direction</i>
<i>Temporary Private Party Signs During Construction Projects that</i>	<ul style="list-style-type: none"> • <i>Permitted only during periods of construction in adjacent right-of-way; the signs must be removed immediately upon restoration of</i>

Exempt Sign	Conditions
are Placed in the Adjacent Right-of-Way	<p>traffic flow on the affected right-of-way construction zone</p> <ul style="list-style-type: none"> • The lot or parcel on which the business is located must be immediately adjacent to the right-of-way construction zone • Temporary signs are limited to 1 per business, per street front and are limited to 20 square feet in area and can be no more than 5 feet in height • Any signs on public sidewalks must give clearance of 5 feet for pedestrians to pass by • No illumination
Temporary Private Party Signs on Private Property	Temporary signs displaying a noncommercial (e.g., ideological, religious, political) message
	Maximum aggregate area of 16 square feet per individual sign and 80 square feet cumulative total area for all temporary signs on a property
Interior Signs	Any sign not visible from another lot of record or from a public right-of-way
No Trespassing/No Parking Signs	Must be posted in compliance with Federal, State and local laws
Parking Lot Signs	Maximum area of 3 square feet per sign and maximum of 1 sign per 3 parking spaces
Personally Attended Signs in Traditional Public Forum Areas	Temporary signs may be displayed daily from 7:00 a.m. until 9:00 p.m., except on occasions when the City Council or other public body with offices in the City is holding a public hearing or meeting. On such occasions, the display period is extended to 30 minutes after such meeting is officially adjourned

Exempt Sign	Conditions
	<i>The maximum size of any 1 sign is not to exceed 32 square feet, and the height is not to exceed 10 feet as measured from the ground</i>
	<i>The maximum distance between a person and a personally attended sign is 5 feet</i>
	<i>In order to serve the City's interests in traffic flow and safety, persons displaying signs under this section may not stand in any vehicular traffic lane when a roadway is open for use by vehicles, and persons displaying signs on public sidewalks must give clearance of 5 feet for pedestrians to pass by</i>
Real Estate Signs	<i>Maximum of 1 sign per street frontage</i>
	<i>Maximum area of 12 square feet</i>
Signs Required by Federal or State Law	<i>Signs required for compliance with the Americans with Disabilities Act (ADA), California Coastal Act, etc.</i>
Handheld Signs in Traditional Public Forum Areas	<i>Temporary signs may be displayed daily, in traditional public forum areas, from 7:00 a.m. until 9:00 p.m., except on occasions when the City Council or other public body with offices in the City is holding a public hearing or meeting. On such occasions, the display period is extended to 30 minutes after such meeting is officially adjourned</i>
	<i>Maximum aggregate area of 6 square feet</i>
	<i>In order to serve the City's interests in traffic flow and safety, persons displaying signs under this section may not stand in any vehicular</i>

Exempt Sign	Conditions
	traffic lane when a roadway is open for use by vehicles, and persons displaying signs on public sidewalks must give clearance of 5 feet for pedestrians to pass by
Window Displays	A window display is an arrangement of merchandise, including graphics and text, that is at least 18 inches in depth and is displayed in a building window
	Must be 4 square feet or less to be exempt

17.59.090 - Nonconforming signs.

Any permanent sign lawfully existing prior to the adoption of **the ordinance codified in** this Chapter and not conforming to the provisions **of the ordinance codified** contained in this Chapter is declared to be a lawfully **legal** nonconforming sign and may remain as such.

No such nonconforming sign shall in any way be altered, relocated, replaced or reworded unless the sign can be made to conform to all provisions of this Chapter. Nothing in this section shall be construed to prohibit the normal maintenance and repair of lawfully nonconforming signs.

Failure of City staff to notify the property owner and/or the operator of a nonconforming sign does not authorize the continued use of the sign or release the property owner and/or operator from compliance with this section.

17.59.100 - Maintenance and construction provisions.

A. Applicable Standards. The appropriate sections of the Uniform Building Code (UBC), the Uniform Electric Code (UEC) or any amendment thereto adopted by the City of Del Rey Oaks shall apply to the construction, placement, or display, **maintenance, and repair** of signs in the City of Del Rey Oaks. **All signs shall be installed and maintained indefinitely as shown on the approved plans, unless a formal request for revision or alteration is approved by the Planning Commission. Signs and sign structures shall at all times be maintained in a state of good repair including all braces, bolts, structural parts, supporting frames and fastenings.**

B. Prohibited Construction. All signs having internal or built-in illumination shall be constructed wholly of noncombustible materials or other such fire resistive materials as approved by the Planning Commission. Guide wires or exposed strut-like sign structures shall

not be utilized. ~~Signs and sign structures shall at all times be maintained in a state of good repair including all braces, bolts, structural parts, supporting frames and fastenings.~~

C. Sign Removal. *When wall mounted signs are removed, the wall behind the sign shall be repaired and painted to match the rest of the wall within thirty (30) days of the date of the removal.*

D. Regular Maintenance. No permit shall be required for repainting, cleaning or other normal maintenance and repair of a sign unless the structure, design, size, color location or character is altered.

E. Duration and Extension. *If a building permit has not been granted within two (2) years of the date of approval of the sign permit or if a sign not requiring a building permit has not been installed within two (2) years of the date of approval of the sign permit, the sign permit approval shall be null and void, unless extended by the Planning Commission. Requests for an extension shall be made in writing a minimum of ten (10) days prior to the expiration date.*

F. Where possible, signs should encourage and enhance a village-like atmosphere with the emphasis being on the use of wood signs and avoiding the use of signs made from single-use plastic products, as appropriate.

17.59.110 - Safety provisions.

In addition to all other maintenance and construction provisions contained in this Chapter, all signs within the City of Del Rey Oaks shall comply with the following provisions:

A. Obstructions to doors, windows or fire escapes. ~~¶~~**No** sign shall be erected, relocated, altered, maintained or otherwise so as to prevent ingress to or egress from any door, window or fire escape or in violation of the Uniform Fire Code. No sign shall be attached to a standpipe, gutter, drain or fire escape, except signs referring specifically to the standpipe, gutter, drain or fire escape to which it is attached.

B. Signs not to obstruct traffic signals. ~~¶~~**No** sign regulated by this Chapter shall be erected at any location where, by reason of its position **or design**, it will obstruct or confuse the view of any authorized traffic sign, signal or device.

C. Exterior of signs. ~~On~~**No** all signs which are erected within five feet of a public street or sidewalk, ~~no~~ nails, tacks, or wires shall be permitted to protrude **from any sign** therefrom. All structural trim maintained in conjunction with, attached to, or superimposed upon any sign shall be safely and securely built or attached to the sign structure.

D. Signs shall not extend into the runway protection zone **of the Monterey Regional Airport** in such a manner as to interfere with the purposes of that zone.

17.59.120 - Abandoned signs and abatement thereof.

A. No person shall maintain or permit to be maintained on any premises owned or controlled by said person any sign which has been abandoned. Any such sign shall be

promptly abated. Any sign which is located on property which becomes vacant for a period of six months or more, and any sign which was erected for an occupant or business unrelated to the present occupant or his business and any sign which pertains to a time, event or purpose which no longer pertains, shall be presumed to have been abandoned **after a lapse of thirty (30) days. Any such sign shall be deemed a public nuisance and shall be removed within thirty (30) days by the owner of the property on which the sign is located.**

B. Unless some other form of abatement is approved by the City Manager in writing, abatement of abandoned signs shall be accomplished in the following manner:

1. Signs painted on buildings, walls, fences or structures shall be abated by removal of the paint constituting the sign or by painting over the sign, **in a color matching the existing background**, in such a way that the sign shall not thereafter become visible.

2. Other types of signs may be abated by removal of the sign including its dependent structures and supports, unless the sign conforms to the provisions contained in this Chapter in which case all faces of the sign shall be screened from view in a manner satisfactory to the City Manager.

C. Upon failure of any person to remove a sign as required herein, the City Manager, or their delegate, is hereby expressly authorized to enter upon private property to effect such abatement, and it shall be unlawful for any person to interfere with, hinder or refuse to allow entrance upon private property for such purpose. The cost of such abatement shall constitute a lien upon the property and shall bear interest at the rate established by the City Council from the date a notice of lien is filed in the office of the County Recorder.

17.59.130 - Illumination of signs.

All illuminated signs in the City of Del Rey Oaks shall comply with the following standards:

A. The use of high intensity, unshielded or undiffused lights shall not be permitted.

B. Lights or illumination shall be shielded, oriented or diffused so as to eliminate undue glare onto adjacent properties.

C. Lights shall be shielded or diffused in such a manner as to eliminate the possibility of conflict with safe traffic movement.

D. The Planning Commission, and City Council, on appeal, shall retain the right to require reduction in the intensity of illumination after the installation of any illuminated sign if said illumination creates any undue glare, annoyance or hazard.

17.59.140 - Abatement of signs on public property and signs presenting health or safety hazards.

A. Signs on Public Property. **Unless specifically provided for in this Chapter, No** sign may be placed in or upon any public right-of-way, the exterior of any public building, any

public grounds or property thereon, any public utility pole or appurtenance thereof, wherever located, or any tree on public property. **Any sign installed or placed on public property, including signs within the public right-of-way that do not comply with the requirements of this Chapter, shall be forfeited to the public and subject to immediate confiscation. When a temporary sign is confiscated by city staff from public property, staff shall notify the campaign of record within seven days of confiscating the sign and afford the campaign the opportunity to retrieve the sign. If the campaign has not retrieved the sign within ten days of notice, the city may dispose of the signs. In addition to other remedies hereunder, the city shall have the right to recover from the owner or person placing such a sign the full costs of removal and disposal of such sign, including any administrative staff costs and attorneys' fees incurred to enforce this Chapter.** ~~Any such sign may be summarily removed and impounded by the Police Chief or City Manager or their respective delegates.~~

B. Signs on Private Property Presenting Health or Safety Hazards. No sign may be placed upon any property in a manner which creates a public health or safety hazard. Any sign placed on, above or adjacent to any street, sidewalk or right-of-way which creates a health or safety hazard through obstructing vision or use of such street, sidewalk or right-of-way may be summarily removed by the Police Chief or City Manager or their respective delegates. Any sign so removed shall be returned to the owner upon payment of the costs of removal and storage. Any sign placed on or about private property which creates a health or safety hazard, including obstructing vision in the public right-of-way, may be removed by the Police Chief or City Manager or their respective delegates to a position on the private property where it does not create a health or safety hazard.

C. Impounded Signs. Any sign impounded under the provisions of subsections (A) or (B) above shall be stored for a period of not less than 30 days at which time the signs may be salvaged, sold or destroyed in order to defray the costs of removal and storage. The person responsible for the placement of such sign shall be liable for the cost incurred in the removal and storage of the sign and the Police Department and City Clerk are authorized to **effect** the collection of said cost.

D. Noticing Sign Owners. If the person who owns a sign which has been removed pursuant to this section can be identified, the City official who has removed said sign shall notify that person of the reasons the sign has been removed, the location of the sign and the procedures for the return of the sign.

17.59.150 - Definitions.

Ancillary Information Signs. Small signs generally used in commercial business including, but not limited to, information regarding credit cards, property management, hours of operation, OPEN, etc. Also, small signs generally posted for non-commercial and informational purposes, including, but not limited to, security signs, "beware of dog" signs, "no trespassing" signs, and "no solicitation" signs.

~~I. Official **Government** Signs and Notices. Signs and notices placed by public officers or public agencies within their territorial or zoning jurisdiction and pursuant to and in accordance with direction or authorization contained in federal, state, or local law for the purposes of carrying out an official duty or responsibility. Historical markers authorized by state law and placed by state or local governmental agencies or nonprofit historical societies shall be considered as official signs.~~

Personally Attended. Means that a person is at all times physically present within five (5) feet of a Temporary Sign displaying a noncommercial (e.g., political, ideological, religious) message.

~~D. Primary Business Frontage. That frontage of a building containing the primary or most important entrance to the occupancy thereon. In such cases where there are multiple entrances, the Planning Commission shall determine which frontage is the primary frontage. In no case shall more than one primary business frontage be permitted.~~

~~K. Public Directional Signs. Signs containing directional information about public places owned or operated by federal, state or local governments or their agencies; publicly owned natural phenomena, historic, cultural, scientific and educational sites; and publicly owned or operated areas of natural scenic beauty or naturally suited for outdoor recreation, deemed to be in the interest of the traveling public.~~

~~J. Public Utility Signs. Warning signs, informational signs, notices or markers which are customarily placed by public or private utilities, as essential to their operations.~~

~~E. Secondary Business Frontage. That frontage of a building containing any entrance other than a primary business frontage. In no case shall more than two secondary business frontages be permitted.~~

~~H. Service Station. A business which is primarily in the business of providing service to vehicles such as gasoline, oil, tire, mechanical assistance, parts, etc., and not including convenience markets that sell gasoline, diesel fuel or oil.~~

~~G. Shopping Center. Commercial and retail buildings and associated facilities which have been designed and developed as an integrated unit containing more than four separately owned and operated businesses which function as an integral unit and which utilize common off-street parking.~~

~~A. Sign. Any letters, figures, design, symbol, trademark or illuminating device intended to attract attention to any person, partnership, corporation or unincorporated association, or any place, subject, public performance, article, machine or merchandise, whatsoever, and painted, printed, constructed, erected or displayed in any manner whatsoever.~~

~~B. Sign Area. That area enclosed by a square, rectangle, triangle or other shape which connects the extreme points or edges of the sign, excluding the supporting structure which~~

does not form part of the sign proper. Sign area shall include only one face of any double-faced sign and shall include all faces of any multi-faced sign containing more than two faces. For the purpose of this definition, the faces of a double-faced sign shall be parallel.

~~G. Sign Area Allotment. The maximum area of signs that may be displayed on any site, premises, business, building, parcel, lot or otherwise not including signs specifically exempted in this Chapter.~~

~~L. Temporary Signs. **A sign constructed of cloth, canvas, light fabric, cardboard, wallboard, poster board, or other light materials, with or without frames, and mounted in a nonpermanent manner, displaying a noncommercial message which remains in use not more than forty-five (45) consecutive days.** Temporary signs of any type, including, but not limited to, banners, which are not be displayed for a period longer than 30 days.~~

~~F. Uniform Building Code, Uniform Electrical Code, Uniform Mechanical Code. Those codes which are currently in full force and effect as adopted by the City Council including any amendments or additions thereto adopted from time to time by the City Council.~~

Window Display. A window display is an arrangement of merchandise, including graphics and text, that is at least eighteen (18) inches in depth and is displayed in a building window. If a window display includes a sign greater than four (4) square feet located within eighteen (18) inches of the window surface, it is considered a sign.

Window Sign. A sign painted directly on a window, affixed to the inside of a window, or located inside facing a window and located within eighteen (18) inches of a window surface.

17.59.160 - Prohibited signs.

The following signs shall be prohibited in the City of Del Rey Oaks. Descriptions of these signs are included in this section. Additional definitions pertaining to this Chapter are contained in Sections 17.59.150 and 17.59.170.

~~A. Portable Signs. Signs capable of standing without support or attachment to a structure or the ground; except A-frame signs approved under section 17.59.170.~~

~~B. Animated Signs. Signs that involve animation, rotation, flashing, projections, scintillation, or any type of movement not including barber pole signs or time, date and temperature signs.~~

~~C. Billboard Signs and Banners. Off-site advertising signs that are designed to direct attention to a business, commodity, service or entertainment, sold or offered elsewhere than on the premises or property on which the sign is located. Exceptions: not including temporary (30-day) signs or banners that are approved by the Planning Commission and which are to be used for the purpose of advertising an event of general civic interest or that are to be used as temporary (30-day) off-site directional signs, including such as one-time only grand opening signs etc.~~

~~D. Roof Signs. Signs that are attached to, supported by, mounted on or project above a roof or other architectural feature including, but not limited to mansards, parapets and the like.~~

~~E. Projecting Signs. Signs that are suspended from or that are supported by a wall, building or structure and project more than three feet outward therefrom or signs that project into the public right-of-way. No provision contained herein shall be construed to prohibit the display or construction of freestanding signs.~~

~~F. Characterization Signs. Signs characterizing a person, object, place, etc.~~

<i>Prohibited Signs</i>
<i>Any sign that exceed 32 square feet of sign area.</i>
<i>Attention-getting signs and devices that involve animation, rotation, flashing, projections, scintillation, or any type of movement, excluding barber poles, time, date, and temperature signs.</i>
<i>Backlit translucent awning signs</i>
<i>Electronic message signs (excludes traffic control signs)</i>
<i>Private party signs mounted, erected, maintained, or displayed on City property or in the right-of-way except as otherwise authorized in this Chapter. Any sign in the City right of way that is less than five feet from the back side of the curb abutting a property, or where there is no curb, five feet from the edge of the asphalt. This prohibition shall not apply to the use of City property pursuant to a special event permit, license agreement, concession, or lease.</i>
<i>Highly reflective and fluorescent (day-glow) signs</i>
<i>Off-site advertising signs that are designed to direct attention to a business, commodity, service, or entertainment, sold, or offered elsewhere than on the premises or property on which the sign is located (except for Temporary Signs)</i>
<i>Roof Signs. Signs that are attached to, supported by, mounted on or project above a roof or other architectural feature including, but not limited to mansards, parapets, and the like.</i>

<i>Projecting Signs. Signs that are suspended from or that are supported by a wall, building or structure and project more than three feet outward therefrom or signs that project into the public right-of-way. No provision contained herein shall be construed to prohibit the display or construction of freestanding signs.</i>
<i>Signs posted on trees, utility poles, traffic signposts, light posts, traffic signals, or any other official traffic control device</i>
<i>Signs placed or maintained so as to interfere with free ingress to or egress from any door, window or fire escape, or parking lot</i>
<i>Signs which simulate or imitate in size, color, lettering or design any traffic sign or signal, or which make use of words, symbols or characters in such a manner as to interfere with, mislead, or confuse pedestrian or vehicular traffic</i>
<i>Signs which are prohibited in a specific plan, master plan, area plan, or similar land use document adopted by the City Council</i>

17.59.170 - Permitted signs.

The following signs shall be permitted in the City of Del Rey Oaks subject to the provisions ***and conditions*** contained in this Section and this Chapter, ***including, where indicated, Planning Commission review and the issuance of a sign permit.*** Definitions of permitted signs are included in this Section. Additional definitions pertaining to this Chapter are contained in Sections 17.59.150 and 17.59.160.

Permitted Sign	Description and Conditions
Accessory Ancillary Signs	A sign of a secondary nature, e.g., savings stamp signs , credit card signs, not exceeding one square foot. Such signs are not included in the maximum sign area allotment. Planning Commission <i>approval</i> is not required. A sign permit is not required.
Barber Pole Signs	A striped pole characteristic of barbershops. Such signs may rotate. One such sign may be permitted per business in addition

Permitted Sign	Description and Conditions
	to any other signs permitted by this Chapter. Planning Commission approval is required. A sign permit is required.
Directional and Public Service Signs	<p>Public service signs, approved by the Planning Commission, including time and temperature devices and signs indicating the location or direction of a place or area on the premises upon which the sign is located.</p> <p>Such signs are not included in the maximum sign area allotment if they are deemed necessary and appropriate by the City Manager. Planning Commission approval is not required. A sign permit is not required. Such signs may be placed within required yard or setback areas. Planning Commission approval is required. A sign permit is required.</p>
Freestanding Signs	Freestanding signs of a permanent nature not attached to any portion of a building and not projecting over or through a roof, eaves of a building or any public right-of-way. Planning Commission approval is required. A sign permit is required.
Awning, Marquee, or Canopy Signs	<p>An awning sign is one that is A-sign attached to the face of or supported by an awning. (Awning: a roof-like cover, usually of canvas extending over or before a place). A marquee or canopy sign is one that is attached to or supported by a marquee or canopy.</p> <p>Such signs must be parallel to the face to which attached and must not hang lower or project above the face to which attached. Site and architectural Planning Commission approval is required. A sign permit is required.</p>
Marquee or Canopy Signs	<p>A sign attached to or supported by a marquee or canopy.</p> <p>Such signs must be parallel to the face to which they are attached and may not be made of cloth, canvas or other</p>

Permitted Sign	Description and Conditions
	<p>material of a similar nature nor shall such signs hang lower or project above the face to which attached. Planning Commission approval is required. A sign permit is required.</p>
Nameplates	<p>Professional nameplates and occupation signs exceeding three square feet in area.</p> <p>Planning Commission approval is required. A sign permit is required.</p>
Reader Board Signs	<p>A sign with detachable or interchangeable letters.</p> <p>Planning Commission approval is required. A sign permit is required.</p>
Under Canopy Signs	<p>Such signs that do not exceed four square feet will not be included in the maximum sign area allotment. Any such sign exceeding four square feet shall be included in the maximum sign area allotment. Such signs shall have a minimum clearance of seven feet six inches above the sidewalk.</p> <p>Planning Commission approval is required. A sign permit is required.</p>
Wall Signs	<p>A sign of either solid face construction or individual letters placed against the exterior wall of any building or structure. Such signs shall not extend more than one foot beyond the wall.</p> <p>Planning Commission approval is required. A sign permit is required.</p>

Permitted Sign	Description and Conditions
<p>Window Signs (Temporary – 30 45-Day).</p>	<p>Signs that are painted, placed, taped, displayed or otherwise suspended within three feet of any window that are visible from outside the a place of business and that are designed to be displayed for a maximum of 30 45 days.</p> <p>Such signs are permitted to cover no more than 50 percent of the area of the window. Such signs may not be displayed more than 30 45 days. Such signs are not included in the maximum sign area allotment.</p> <p>Planning Commission approval is not required. A sign permit is not required.</p>
<p>Window Signs (Permanent)</p>	<p>Signs that are painted, placed, taped, displayed or otherwise suspended within three feet of any window that are visible from outside the a place of business and that are designed to be displayed for more than 30 45 days.</p> <p>Such signs are permitted to cover no more than ten percent of the area of the window. Such signs are not included in the maximum sign area allotment.</p> <p>Planning Commission approval is not required. A sign permit is not required.</p>
<p>Monument Sign.</p>	<p>A low profile free-standing sign incorporating the design and building materials and accenting the architectural theme of buildings within the same development.</p> <p>Such signs shall be considered the same as a free-standing sign.</p>

Permitted Sign	Description and Conditions
Real Estate Signs.	Real estate signs shall be permitted as specified conditioned in Section 17.59.240 080 of this Chapter.
Portable A-Frame Signs	<p>A portable sign constructed of two faces which are connected by hinges at the top, forming the shape of an A when viewed at right angles to the face.</p> <p>Each business may be allowed one such sign. The sign shall be placed at ground level with a maximum height of four feet and be no larger than three feet by four feet and shall be placed at least four feet from vehicle entrances and exits and not in the public right-of-way.</p> <p><i>Sign advertising real estate open houses shall be placed at ground level with a maximum height of four feet and be no larger than three feet by four feet and shall be placed at least four feet. Such signs may be placed off the site on private property for the purpose of advertising that the subject property is open for inspection. One additional such sign may be displayed on the premises that is open for inspection.</i></p> <p><i>Portable signs shall only be permitted from dawn until dusk.</i></p> <p>Planning Commission approval is required. A sign permit is required.</p>
Signs in General	<p>Any sign which is not listed under permitted or prohibited signs (Section 17.59.160 and this section, respectively) shall be considered individually by the Planning Commission pursuant to Section 17.59.210. who shall determine whether the sign falls in the permitted or prohibited category.</p>

Permitted Sign	Description and Conditions
	<p>If the Planning Commission determines that such sign falls in the permitted category, permission to display such sign, signs or signing program shall be granted subject to any and all conditions the Planning Commission may find necessary to achieve the spirit, purpose and intent of this Chapter.</p> <p>The conditions of approval may include but not be limited to requiring Planning Commission approval and a sign permit.</p>
Flags	<p>Flags of any government entity are permitted. A sign permit is not required.</p> <p>Flags announcing commercial or business identity must receive Planning Commission approval and a sign permit.</p>

17.59.180 - Sign regulations for commercial and industrial districts C-1, C-2, P-C, L-M and M districts.

A. Sign Area. One and one-half square feet are permitted for every foot of primary business frontage to a maximum of 100 square feet per business. One-half square foot is permitted for every foot of secondary business frontage to a maximum of 25 square feet for each secondary business frontage.

B. Number of Signs. No more than two signs may be permitted per business, unless otherwise approved by the Planning Commission. Under canopy signs are not counted for the purposes of this Section.

C. Type of Signs. Any sign specified under Section 17.59.170, may be displayed in accordance with the provisions of this Chapter.

D. General Provisions. All signs and signing programs specified below shall be subject to review and approval by the Planning Commission and shall require a sign permit.

1. Shopping centers may be permitted to erect a free-standing identification sign which may also indicate the principal tenant and other services available on the site. Said sign shall be located adjacent to the principal street frontage and shall not

exceed 100 square feet in area or 25 feet in height. If the shopping center has more than one principal street frontage, two such signs may be permitted. The sign area and sign height specified in this Section are the maximum limits and the Planning Commission reserves the right to approve lesser sign area or height.

2. Industrial parks containing more than four buildings designed to be architecturally compatible, whether or not on the same parcel of land, shall be permitted to place monument signs along, at, or adjacent to principal entrances to the park. Such signs shall not exceed 200 square feet or ten feet in height. The actual size, height and number of signs shall be specified by the Planning Commission.

3. Real estate signs shall be permitted ~~subject to the provisions as~~ **conditioned in** of Section 17.59.240 ~~080~~.

E. Master Signing Program Approval Required. Any and all commercial, office or industrial developments designed to contain more than four occupancies, businesses or buildings are required to obtain approval of a master signing program from the Planning Commission. Said master signing program plans must be prepared, reviewed and approved by the Planning Commission prior to the issuance of any occupancy permit in the development. Plans for the master signing program shall include specifications, descriptions and locations of all signs to be displayed on the site including, but not limited to, advertising, identification, directional and public service signs. The Planning Commission may approve, conditionally approve or modify said plans in order to ensure that the master signing program is in accordance with the purpose, spirit and intent of this Chapter. Any decision of the Planning Commission on a master signing program may be appealed to the City Council. Appeals shall be in writing and shall be filed with the City Council within 20 days of the decision.

Approved master signing programs may be modified from time to time by the Planning Commission or by the City Council through the appeal process.

17.59.190 –~~Sign r~~Regulations for residential districts R-1 and, R-2 districts.

A. Single Family Dwellings, Duplexes, Triplexes, and Fourplexes. One nameplate not exceeding three square feet per dwelling. Planning Commission approval is not required. A sign permit is not required.

B. Multiple Family Dwellings. Dwellings containing more than four dwelling units may be permitted a maximum of two signs, each containing a maximum of 30 square feet. Planning Commission approval is required. A sign permit is required.

~~C. Church Signs. Same as Section B above.~~

~~E C. Public, Quasi-Public, Halls, Organizations, Clubs, Lodges and All Similar Uses. Same as Section B above.~~

~~ED.~~ Nonresidential uses not otherwise specified herein including, but not limited to, hotels, motels, professional offices, and other non-residential uses that may be permitted in residential zoning districts. Signs for such uses shall be regulated by Section 17.59.180.

~~FE.~~ Real Estate Signs. Real estate signs shall be permitted ~~subject to the provisions as conditioned in~~ of Section 17.59.210 ~~080~~.

~~GF.~~ All signs not permitted by subsections (A) through (~~FE~~) above or regulated ~~elsewhere in this Chapter by section 17.59.220~~ are prohibited.

17.59.200 – Sign Regulations for districts other than commercial, industrial, and residential.

~~A.~~ All signs, other than real estate signs which are regulated in ~~Section 17.59.210~~ and those regulated by ~~section 17.59.220~~, shall require approval by the Planning Commission *pursuant to Section 17.59.210*, or the City Council through the appeal process. Appeals may be made of any decision of the Planning Commission as specified in Section 17.59.040. No sign shall be approved unless and until a finding is made that the proposed sign is consistent with the purpose, spirit and intent of this Chapter.

17.59.210 – Real estate signs.

~~1.~~ The following regulations shall apply to real estate signs in the City of Del Rey Oaks.

~~A. Sale, Rental or Lease Signs.~~ Except as provided in ~~Section 17.59.210 (D)~~ any property being advertised for sale, rent or lease may have one temporary (30-day) sign on the property. Such sign shall not exceed 12 square feet in area. Planning Commission approval is not required. A sign permit is not required.

~~B. Subdivision Signs.~~ In the subdivision of land, the land being subdivided may have no more than two signs posted upon it advertising the subdivision. Each sign shall not exceed 32 square feet in area. Planning Commission approval is not required. A sign permit is required.

~~C. Under Construction Signs.~~ Under construction signs shall not exceed 20 square feet in area. No more than one such sign shall be permitted. Planning Commission approval is not required. A sign permit is required. Such signs may only be in place during actual construction.

~~D. Portable, Temporary (30-Day) Signs Displayed on Private Property.~~ In advertising a property for sale, rental or lease, a portable sign, not exceeding six square feet in area may be placed off the site on private property for the purpose of advertising that the subject property is open for inspection. One additional such sign may be displayed on the premises

~~that is open for inspection. Such signs shall only be displayed when the premises are open for inspection and Planning Commission approval is not required. A sign permit is not required.~~

~~E. Model Home Signs. Signs identifying model homes may be displayed on the property upon which the model homes are located. Such signs shall be located adjacent to the entrance of the model home. Such signs shall not exceed eight square feet in area nor three feet in height. Planning Commission approval is not required. A sign permit is not required.~~

~~F. General Provision. Any signs not specifically permitted under the provisions of Section 17.59.210 are prohibited unless and until a sign permit is secured from the City Clerk.~~

17.59.210 - Signs not otherwise regulated; Sign Permit and Planning Commission Review.

Upon application to the Planning Commission for a sign permit, any sign(s) not otherwise regulated by this Chapter may be allowed upon application to the Planning Commission so long as the Planning Commission finds that:

- 1. The sign(s) will not materially conflict with the character of the neighborhood in which it will be displayed; and***
- 2. The value of property in the zone will not be significantly decreased by the erection or maintenance of the sign(s).***
- 3. A finding is made that the sign(s) will better achieve the purpose and objectives of this chapter than the strict application of said sign regulation.***

~~A. General Provisions. The following provisions apply to all signs not otherwise regulated by this chapter, including, but not limited to, those expressing a political, religious, or sociological viewpoint, including election signs:~~

~~1. No such sign shall be located upon any public street, alley, sidewalk, right-of-way, easement, or other governmental property.~~

~~2. All such signs shall be erected, altered and maintained in accordance with the Uniform Building Code and the safety provisions set forth in Section 17.59.110 of this chapter.~~

~~3. All such signs must be stationary and unlighted.~~

~~4. Such signs shall be freestanding, except in the R-1 District said signs may be either attached to the outside of a window or wall of a building. Any freestanding sign shall be located at least five feet from any property line and may not encroach upon required parking or driveways.~~

~~5. The posting of any sign regulated by this section shall not in any way affect a property owner's right to erect signs permitted by other provisions of this chapter.~~

~~6. Planning Commission approval is not required. A sign permit is not required.~~

~~7. Consent of Owner or Occupant. No sign regulated by this section may be posted without the consent of the owner or legal occupant of the premises on which the sign is posted.~~

~~8. Area of Signs. No sign regulated by this section shall exceed 32 square feet of sign area.~~

~~9. Signs in the R-1 District. The total area of all signs regulated by this section on any one property in the R-1, single-family residential district shall not exceed eight square feet. However, in this district, the number of such signs on any one property is not limited, provided the total area of all signs does not exceed eight square feet.~~

~~10. Signs in All Districts Other Than the R-1 District. In all zoning districts except the R-1 district, signs regulated by this section shall be placed only upon those vacant portions of a property which are not covered by structures, landscaping, parking areas or driveways, with the signs on any one property which includes at least 4,000 square feet of said vacant area to be limited to not more than one square foot of sign area for each 125 square feet of said vacant area. For properties which include less than 4,000 square feet of vacant area, each such property shall still be allowed up to 32 square feet of sign area without the need to satisfy the previous sentence's restriction that signs be allowed only upon vacant areas and with no limitation upon the number of signs composing the 32 square feet.~~

~~11. Time Limitations. Signs regulated by this section may be posted not more than 60 days prior to an event to which they pertain. All such signs must be removed within five days after the event to which they pertain or within 65 days of their initial posting whichever occurs first.~~

~~12. Responsibility for Removal. It shall be the property owner's responsibility to remove all signs regulated by this section within the time limitations specified above, whether or not the owner has consented to the posting or construction of such signs.~~

~~B. Greater Sign Area and Time limitations Allowable Pursuant to Use Permit and Planning Commission Approval.~~

~~1. Upon application to the Planning Commission for a use permit, a sign area greater than otherwise allowed by this section may be allowed so long as the Planning Commission finds that:~~

~~a. The sign will not materially conflict with the character of the neighborhood in which it will be displayed; and~~

~~b. The value of property in the zone will not be significantly decreased by the erection or maintenance of the sign.~~

~~2. Use permits for such signs shall be granted for a period of not more than one year.~~

17.59.220 - Maximum Total Sign Area

A. Signs in the R-1 District. *The total area of all signs – temporary and permanent - regulated by this Chapter on any one property in the R-1, single-family residential district shall not exceed 160 square feet. However, in this district, the number of such signs on any one property is not limited, provided the total area of all signs does not exceed 160 square feet.*

B. Signs in All Districts Other Than the R-1 District. *In all zoning districts except the R-1 district, signs on any one parcel with at least 4,000 square feet shall be limited to not more than 250 square feet of total area for all signs. For parcels of less than 4,000 square feet shall be limited to not more than 200 square feet of total area for all signs.*

17.59. 230 - Sign Variance

A. Purpose and intent. *The purpose of the sign code variance procedure is to recognize unique situations that limit the view of a permitted sign and provide a reasonable alternative to the sign placement or location.*

B. Applicability. *When the strict or literal interpretation or enforcement of the regulations of this Chapter would result in practical difficulties, unnecessary hardships, or results inconsistent with the general purpose of this Chapter, the Planning Commission shall have the authority to grant a variance from the following provisions of this sign code:*

1. Sign height, *provided that the sign may not be raised more than twenty-five percent above that which would otherwise be permitted; and*

2. Sign area, *provided that the sign may not be increased in area more than twenty-five percent above that which would otherwise be permitted; and*

3. Sign location, *provided that no more than two legally permitted signs are located along any one building frontage.*

C. Required Findings. *In reviewing a sign variance request, the Planning Commission shall consider and clearly establish the following findings of fact regarding the request sign variance:*

1. it will not endanger the public health, safety or general welfare;

2. it will not injure the value of adjoining or abutting property;

3. it will not result in any significant environmental impacts;

4. it will be in harmony with the area in which it is located;

5. it will be in conformity with the zoning ordinance, general plan and/or specific plan; and

6. for applications regarding commercial signs, it will not grant or constitute a special privilege to the applicant over other similarly situated businesses.

D. Conditions. The Planning Commission may condition its approval, and such conditions may be in addition to those allowed pursuant to this Chapter.

E. Applicability of Chapter. All other applicable provisions of this Chapter shall apply to any sign variance granted pursuant to this Section, including, without limitation, construction standards, design standards, and safety standards.

F. Appeal. Any decision of the Planning Commission regarding a sign variance may be appealed, in writing, to the City Council within 20 days of the decision.

17.59.230 – Neighborhood signs.

~~Signs identifying a neighborhood or development not exceeding 50 square feet in area, may be permitted. Planning Commission approval is required. A sign permit is required.~~

17.59.240 – Service stations.

~~In addition to the signing permitted under Section 17.59.180, service stations may be permitted to display two additional signs each of which shall not exceed 16 square feet. Such signs shall be permanently affixed to the ground or a structure. Planning Commission approval is required. A sign permit is required.~~

17.59.250 – Highway signs.

~~Commercially zoned properties having frontage on Highway 218 and Highway 68 are hereby declared to be sites of special significance and any and all signs and signing programs shall be approved by the Planning Commission or the City Council on appeal. In considering a sign or signing program for a site of special significance, the following items shall be considered: the signing needs of the proposed use; the location of the site in relation to highway access; the responsibility of the City to protect and preserve the natural beauty of Highway 218 and Highway 68 while balancing the City's need for a healthy highway-oriented visitor-serving industry. Any decision of the Planning Commission concerning a site of special significance may be appealed, in writing, within 20 days of the decision of the Planning Commission.~~

17.59.260 – Signs for advertising purposes.

~~Unless otherwise provided in this Chapter, no permanent sign shall be erected, constructed, placed, tacked, fastened, displayed, painted, posted, printed or otherwise where more than 25 percent of the area of such sign is used for advertising purposes. Seventy five percent of the~~

~~area of such signs shall be used solely for naming, designating or identifying the enterprise or calling.~~

~~17.59.270 – Historic signs.~~

~~Signs in historic areas and on historic buildings shall be minimized and shall be appropriate to the an historic setting.~~

17.59.280 240- Severability.

If any section, subsection, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion is a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereof.

17.59.290 250- Repeal provision.

Any and all other sign regulations contained in Title 17, Zoning, of the City of Del Rey Oaks Municipal Code in conflict with this Chapter are hereby repealed.

SECTION 3. Environmental Determination. The City Council finds the enactment of this ordinance is not subject to the California Environmental Quality Act (CEQA) as it is not a project pursuant to Guidelines Section 15378 because it has no potential for resulting in physical change to the environment directly or indirectly. In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 4. This ordinance shall take effect thirty (30) days following its final adoption.

SECTION 5. Severability. If any provision, section, paragraph, sentence, clause, or phrase of this ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses, or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 6. Publication. The City Clerk of the City of Del Rey Oaks, California, is hereby directed to publish in a newspaper of general circulation.

INTRODUCED AND APPROVED by the City Council of the City of Del Rey Oaks, California, at its ~~special~~regular meeting held on the 23rdnd day of June 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ALISON KERR, Mayor

ATTEST:

DANIAL PICK, City Clerk



CITY OF DEL REY OAKS

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

June 23, 2020

TO: City of Del Rey Oaks City Council

FROM: City Manager and DD&A, City Consulting Planners

SUBJECT: Annual Progress Report on the Implementation of the General Plan

Government Code Section 65400 requires the City to annually prepare a report regarding the status of the City's General Plan and progress in its implementation (2019 General Plan Progress Annual Report). This Annual Progress Report (APR) must be provided to the Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD). The annual progress report provides a means to monitor the actions taken to implement the City's General Plan. This allows the City to consider if annually if changes are needed in the plan or its implementation programs.

The format and content of this Annual Report was prepared in accordance with the State's submittal requirements under California Government Code Section 65400. This General Plan Annual Report is a reporting document and does not create or alter policy. The content is provided for informational purposes only and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15306.

The Annual Report also provides information regarding the City's progress in meeting its share of regional housing needs and summarizes the degree to which the General Plan complies with statutory requirement pursuant to Government Code Section 65040.2. The City adopted the 2019 Housing Element on December 17, 2019 as required by Government Code Section 65580 et seq. The 2019 Housing Element is a multi-year housing plan for the 5th Planning Cycle, 2015-2023 planning period. The City of Del Rey Oaks submitted the Housing Annual Progress Report to HCD and OPR (on the Housing Element progress) on April 1, 2020. This General Plan Annual Progress Report is also due to HDR and Office of Planning and Research (OPR) annually. Due to the pandemic, the report due date submittal was delayed until May.

The City Council met on June 2 to review the General Plan APR. Council and the public provided comment to staff. The attached GP report reflects that input.

Recommendation: Recommend the City Council adopt a resolution approving the APR and directing that it be filed with HCD.

Respectfully Submitted

Dino Pick

Attachments to the Staff Report

- A City of Del Rey Oaks General Plan Implementation Progress Report
- B Resolution 2020-12

**City of Del Rey Oaks
General Plan Annual Progress Report Implementation Status/Analysis
June 23, 2020**

Policy Number	Policy Summary	Implementation Status	Justification for Finding/Implementation Progress
Land Use Element			
L-1	The city of Del Rey Oaks shall work with adjoining cities, special districts, County, Fort Ord Reuse Authority and regional agencies on matters of zoning, land use planning, transportation planning and water shed management to assure that all development projects and actions are consistent with the goals and policies contained in the City's General Plan, and that such projects and actions shall minimize adverse community and environmental impacts.	Ongoing Policies Implemented regularly	The City works regularly with local agencies to ensure consistency between regional development and City General Plan policies. The City has worked particularly closely with the Fort Ord Reuse Authority to ensure the City General Plan is in conformance with the Fort Ord Reuse Plan.
L-2	The City shall work with the Local Agency Formation Commission (LAFCO) to define the City's Sphere of Influence and prepare a plan for providing services for the Fort Ord reuse area to facilitate annexation.	Complete	The City has worked closely with LAFCO when the City annexed property on former Fort Ord. The annexation discussed in this policy is complete.
L-3	The City shall continue to work with the Monterey Peninsula Airport District to ensure land use compatibility of the airport's proposed north side development plan. The City shall work with the Airport District to ensure that the District will implement a buffer/open space area that reduces the impact on the adjoining residential units in the City.	Ongoing/Policies Implemented regularly	The City works closely with the Monterey Peninsula Airport District to ensure land use compatibility including providing comment on plans. In addition, a 100-foot buffer along the northern airport property line has been designated as Open Space to provide separation for the City to reduce impacts on the residents.
L-4	The City shall work with the Airport District to ensure that the Airport District will not compete with the City's market for future development of light industry, research, visitor serving, and office uses.	Ongoing/Policies Implemented regularly	The City communicates with the Airport District regarding development plans and provides comment during environmental review to address conflicts with the City's General Plan and planned future development.
L-5	The airport shall not expand its present aviation operation. If expansion is necessary to accommodate projected passenger demand, it should be moved away from populated areas prior to further improvement and capital investments.	Ongoing/Policies Implemented regularly	City is working with the airport on their general plan update, which will expand facilities but not in areas that should affect the City.
L-6	New commercial uses shall be compatible with the character of the community and not generate impacts that would create a significant adverse effect on existing uses.	Ongoing/Policies Implemented regularly	All new commercial projects are reviewed for consistency with the City's character and uses by the City Planning Commission, overseen by the City Council. One recent example includes the Stone Creek Shopping Center development in which there was continuous discussion between the developer and City about viewsheds, character of the shopping center, and impacts of uses.
L-7	Undergrounding of utilities and other forms of enhancement shall be pursued as practicable on public and private property.	Ongoing/Policies Implemented regularly	The City's Planning Commission encourages undergrounding of facilities in new development, the Stone Creek Shopping Center undergrounded utilities but there has not been a lot of major development in City recently. The City is currently accumulating money from PG&E yearly and saving those funds to be able to underground whole sections of the City.

**City of Del Rey Oaks
General Plan Annual Progress Report Implementation Status/Analysis
June 23, 2020**

Policy Number	Policy Summary	Implementation Status	Justification for Finding/Implementation Progress
<i>L-8</i>	New development along Canyon Del Rey should be reviewed from the standpoint of the “view from the road,” in addition to normal site plan review criteria. Buildings should be modulated for interest and softened by trees and landscaping.	Ongoing/Policies Implemented regularly	There has not been a lot of new development along Canyon Del Rey. During development of the Stone Creek Shopping Center Project, a program was developed to preserve and plant oak trees, maintain open space, and incorporate native vegetation into landscaping.
<i>L-9</i>	Native vegetation along Canyon Del Rey should be preserved and entrances to the City enhanced by landscaping.	Ongoing/Policies Implemented regularly	See policy L-8. Stone Creek Shopping Center as an entrance to the City was considered during the development of the project and native landscaping was incorporated.
<i>L-10</i>	New commercial uses shall consider its’ affects on glare, bright lights, or electrical interference that would affect airport operations.	Ongoing/Policies Implemented regularly	The City Council and Planning Commission take these factors into consideration for all new commercial development.
<i>L-11</i>	Commercially zoned areas shall include standards for: visual appearance, landscaping, screening of storage and trash, building bulk, height, exterior treatment, and relationship to Canyon Del Rey Road and Highway 68.	Ongoing/Policies Implemented regularly	The City Council and Planning Commission take these factors into consideration for all new commercial development.
<i>L-12</i>	New and/or remodeled and expanded residential structures shall be visually attractive and compatible with the existing residential neighborhoods and their appearance.	Ongoing/Policies Implemented regularly	Multiple remodeling and residential expansion projects come before the Planning Commission every year and these policies and design factors are considered.
<i>L-13</i>	Efforts shall be made to control long-term parking of vehicles on streets, and boats, trailers and recreation vehicles on property where they detract from the orderly appearance of the neighborhood.	Ongoing/Policies Implemented regularly	The City has various ordinances setting standards for parking of all types of vehicles to conserve the character of the City.
<i>L-14</i>	The City should continue to support the Association of Monterey Bay Area Governments in its efforts to disseminate information and to develop technical assistance programs.	Ongoing/Policies Implemented regularly	The City is a member of Association of Monterey Bay Area Governments and supports their projects and programs.
<i>L-15</i>	The City shall facilitate community input and feedback in various methods including the City’s ACORN publication.	Ongoing/Policies Implemented regularly	A primary goal of the City is to facilitate community input and feedback; all community meetings are open to the public and advertised on their website. In addition, community input is encouraged, and public participation plays a major role in all City projects including the City’s Housing Element update, sign ordinance and short term rental ordinance.
<i>L-16</i>	The City should encourage volunteer participation for their citizens.	Ongoing/Policies Implemented regularly	The City encourages volunteer participation in programs such as the Citizen’s Action Group, Sustainable Del Rey Oaks, various Mayor’s advisory committees, and through efforts such as “Adopt an Island” where volunteers beautify public open space. The Planning Commission is made up of resident volunteers.

Circulation Element

**City of Del Rey Oaks
General Plan Annual Progress Report Implementation Status/Analysis
June 23, 2020**

Policy Number	Policy Summary	Implementation Status	Justification for Finding/Implementation Progress
C-1	Level of Service (LOS) shall be as defined by the most recent planning method in the Highway Capacity Manual (HCM) for intersections during the weekday afternoon peak hour.	Needs Update	This policy is outdated and needs updating.
C-2	All intersections on Highway 218 within the City are part of the adopted Monterey County Congestion Management Program (CMP) network. Proposed new land uses shall require mitigation measures to assure that the CMP LOS standards are met for those intersections. These measures may include, but not be limited to a fair share of the City's costs to fund the recommended regional transportation projects. The CMP LOS standards are as follows: Intersection - CMP Standard 1. Highway 218 @Highway 68 - LOS E 2. Highway 218 @ N. Fremont - LOS D	Needs Update	Senate Bill (SB) 743, signed in 2013, changes the way transportation studies are conducted in CEQA documents. See C-3 below. This policy is outdated and needs updating.
C-3	Proposed new land uses shall require mitigation measures to assure that the LOS will not degrade below LOS "C" or the current (1995) LOS – whichever is lower for all other intersections within the City.	Needs Update	Senate Bill (SB) 743, signed in 2013, changes the way transportation studies are conducted in CEQA documents. Vehicle miles traveled (VMT) replaces motorist delay and level of service (LOS) as the metric for impact determination. The City will consider adopting updated VMT thresholds and guidelines to address the shift from delay-based LOS CEQA traffic analyses to VMT CEQA traffic analyses. This policy is outdated and needs updating.
C-4	To minimize the adverse impact of through-traffic traversing the City, widening or other actions which increase such traffic on Highway 218 west of North-South Road or City streets will be discouraged or not permitted by the City. Conversely, actions which reduce or divert such traffic will be favored or implemented by the City.	No Issue	No widening has occurred on Highway 218. It is the policy of the City that if new development has the potential for an adverse impact on traffic the City would require a traffic study and environmental clearance document to determine mitigation that would minimize traffic impacts. Also North/South Road is now called General Jim Moore, this should be changed when GP is revised/updated.
C-5	Super trucks shall not be allowed off State highways within City limits.	No Issue	No issue.
C-6	For proposed new land uses, new off-street parking shall be required, adequate for the motor vehicle parking demand generated by such proposed use(s). Joint use parking is encouraged.	Ongoing Policies Implemented regularly	All new proposed land uses are reviewed for parking and traffic impacts by the City Planning Commission, overseen by the City Council.
C-7	The City does not support any realignment of Highway 68 which will significantly impact the intersection of Canyon Del Rey and Highway 68 and result in land use and fiscal impacts on the City due to the loss of commercial property at the east entrance to the community.	Needs Update	Re-alignment of Highway 68 and Canyon Del Rey has not been proposed; no realignment proposed or occurred for any significant portion of this area. Policy reference needs update.
C-8	Minimize the potential negative impact of the reopening of North-South Road.	Complete/Policies	North-South Road was reopened and renamed as General Jim

**City of Del Rey Oaks
General Plan Annual Progress Report Implementation Status/Analysis
June 23, 2020**

Policy Number	Policy Summary	Implementation Status	Justification for Finding/Implementation Progress
C-9	The City supports the Monterey County Congestion Management Program and voluntary Trip Reduction Ordinance adopted by the Transportation Agency for Monterey County.	Needs Update	Moore Boulevard. Potential negative impacts of reopening of the road were minimized through traffic calming measures such as traffic lights, stop signs, raised concrete center divide, etc. Also North/South Road is now called General Jim Moore, this should be changed when GP is revised/updated. See Policy C-2 above.
C-10	To reduce the need for motor vehicle trips, mixed, complementary land use will be promoted where feasible.	Ongoing/Policies Implemented regularly	The City seeks a mixed use development on its Fort Ord property that will promote walkability. The City strongly supports the TAMC-led Fort Ord Recreational Trail and Greenway project to promote walkability through the City.
C-10a	The City will coordinate and assist with TAMC and AMBAG in providing funding for an efficient regional transportation network.	Ongoing/Policies Implemented regularly	The City works closely with TAMC and AMBAG, TAMC has development different regional fees associated with new development, therefore if new development does occur the City would be required to pay the appropriate fees.
C-10b	Support and participate in regional and state planning efforts and funding programs to provide an efficient regional transportation network.	Ongoing/Policies Implemented regularly	The City is collaborating with FORA, TAMC, and the City of Monterey on the South Boundary Road project to provide for a separated mixed use path along South Boundary Road, and potential round-about at the intersection with General Jim Moore Blvd.
C-10c	Land use and circulation plans shall be integrated to create an environment that supports a multi-modal transportation system. Development shall be directed to areas with a confluence of transportation facilities (auto, buses, bicycles, pedestrian, etc.)	No Issue	There has not been much significant new development in the City.
C-11	In order to provide or promote a safe, interconnected network of bicycle and pedestrian routes linking homes with places of work, school, recreation, shopping, transit centers and other activity centers both within the City and nearby, four Class II City Bike Routes are hereby designated and adopted: <ul style="list-style-type: none"> ▪ Highway 218 within City limits; ▪ North/South Road from City limit to Highway 218 (requested Fort Ord annexation area) ▪ Carlton Drive from Highway 218 to the City limit. ▪ South Boundary Road (requested Fort Ord annexation area) 	Need Update/Policies Implemented regularly	The City has adopted some of these bike lanes including a Class II bike lane along Highway 218 traveling west, the City supports the proposed Fort Ord Rec Trail and Greenway (FORTAG) which will provide regional bike trail connections through the cities of Monterey, Del Rey Oaks, Seaside, and Marina. The funded FORTAG segment will install a raised bike path on Carlton Drive. The South Boundary Road project will include a separated mixed-use path from GJM to Rancho Saucito Road in Monterey. (Note: the reference to “requested Fort Ord annexation area” is outdated and should be deleted. Also North/South Road is now called General Jim Moore, this should be changed when GP is revised/updated)
C-12	Any improvement, repavement or signalization on the three designated City Bike	No Issue	See C-11.

**City of Del Rey Oaks
General Plan Annual Progress Report Implementation Status/Analysis
June 23, 2020**

Policy Number	Policy Summary	Implementation Status	Justification for Finding/Implementation Progress
	Routes permitted by the City shall include Type II bike lanes on both sides of the affected segment of those routes.	Ongoing/Policies Implemented regularly	All new non-residential land uses, of which there have been very few within the City, must adhere to California Environmental Quality Act standards, therefore if they do have the potential to generate adverse traffic impacts those impacts would be evaluated in a traffic study and mitigation measures to reduce those impacts would be required, these may include new bicycle routes.
C-13	New non-residential land uses which generate significant adverse traffic impacts shall dedicate an easement or make a monetary contribution, if appropriate, toward the completion of adopted Bicycle Routes.	Ongoing/Policies Implemented regularly	Though there has not been much new development in the City, the Planning Commission reviews all new projects and promotes multi-modal transportation and walkability
C-14	For all proposed new land uses in the City, provision for bicycle circulation, sidewalks and pedestrian-friendly design will be required.	No Issue	See policy C-10 above.
C-15	Land use and circulation plans shall be integrated to create an environment that supports a multimodal transportation system. Development shall be directed to areas with a confluence of transportation facilities (auto, bus, bicycle, pedestrian, etc.).	Ongoing/Policies Implemented regularly	The City works closely with MST to continue to provide service to the City and regional connections.
C-16	The City will seek to continue and expand the provisions of MST or other transit services to existing and new users.	Ongoing/Policies Implemented regularly	The City submitted written comment during the Airport District's Master Plan EIR opposing a north side access road through the City in 2018. The Airport changed its plan to propose access through an existing road in Monterey to its north side.
C-17	The City will not support the potential north side access from Highway 218 and Del Rey Gardens Drive or any airport access road through the City of Del Rey Oaks.	Ongoing/Policies Implemented regularly	
Public Services Element			
S-1	New development shall be required to "pay its own way" and not overly burden existing City residences and services consistent with applicable laws.	Ongoing/Policies Implemented regularly	New development is required to evaluate its potential adverse effects on services and other environmental impacts under CEQA and identify potential mitigation if applicable.
S-2	The City shall encourage the appropriate agency to look into replacing deteriorated sewer and water lines.	Ongoing/Actions for Implementation Underway	California American Water Company has done some water line replacement along General Jim Moore Boulevard and Carlton Drive within the City. Seaside County Sanitation District (SCSD) has improved a lift station at Rosita and Angelus.
S-3	All new development shall connect to a municipal water and sewer system.	Ongoing/Policies Implemented	The City Council and Planning Commission take these factors into consideration for all new development.
S-4	Gravity flow for sewer and water service shall be employed wherever feasible and	Ongoing/Policies	The City Council and Planning Commission take these factors

**City of Del Rey Oaks
General Plan Annual Progress Report Implementation Status/Analysis
June 23, 2020**

Policy Number	Policy Summary	Implementation Status	Justification for Finding/Implementation Progress
	appropriate.	Implemented regularly	into consideration for all new development.
S-5	The City should work closely with the Seaside Sanitation District and the County Health Department in encouraging all homes to be connected to the sanitary sewer system.	Ongoing/Policies Implemented regularly	Some houses within the City are still on septic, but new lines on General Jim Moore Boulevard encourage and allow for more houses to connect. The City is working with SCSD to address sewer improvements to help implement this policy.
S-6	Engineered drainage plans shall be required for all development projects.	Ongoing/Policies Implemented regularly	Engineering drainage plans are required under CEQA and reviewed by the City for all new development, of which there has not been much in the City.
S-6a	The direct discharge of stormwater or other drainage from new impervious surfaces created by development of the office park (OP) parcel into the ephemeral drainage in the natural area expansion (NAE) parcel will be prohibited. No increase in the rate of flow of stormwater runoff beyond pre-development levels will be allowed. Stormwater runoff from developed areas in excess of pre-development quantities shall be managed on site through the use of basins, percolation wells, pits, infiltration galleries, or any other technical or engineering methods which are appropriate to accomplish these requirements will be utilized for development on polygon 31b.	Ongoing	This policy is in reference to the former Fort Ord area(s). There has not been any new significant development in these areas however, new development is required to evaluate its potential adverse effects on hydrology and water quality under CEQA and identify potential mitigation if applicable.
S-7	The City shall identify public infrastructure needs to schedule improvements necessary for achieving long term land use and community development objectives.	Ongoing/Actions for Implementation Underway	The City has identified public infrastructure improvements including South Boundary Road, water, sewer and power infrastructure on the former Ft Ord property to allow future development based on zoning.
S-8	The City shall develop a water allocation program identifying priority water connections.	Ongoing/Actions for Implementation Underway	The Monterey Peninsula Water Management District (MPWMD) and Marina Coast Water District (MCWD) regulate the allocation of water within the Monterey Peninsula including the City's former Fort Ord area.
S-9	The City shall encourage waste minimization and source reduction of all wastes.	Ongoing/Policies Implemented regularly	This is required under state mandate.
Parks and Recreation			
PS-1	A Park Master Plan should be developed to address the maintenance and upgrade to the City's parks.	No Current Actions for Implementation Underway	There has not been a Park Master Plan developed due to lack of budget.
PS-2	New development should provide landscaping, natural areas of open space, recreation areas or amenities wherever appropriate.	Ongoing/Policies Implemented	The City's review process under the Planning Commission and City Council take this policy into account, for provision

**City of Del Rey Oaks
General Plan Annual Progress Report Implementation Status/Analysis
June 23, 2020**

Policy Number	Policy Summary	Implementation Status	Justification for Finding/Implementation Progress
Open Space/Conservation			
C/OS-1	<p>The City will encourage protection of scenic resources by:</p> <ul style="list-style-type: none"> a. Locate structures away from ridgelines, steep slopes, or in other highly visible locations unless site review and design makes it desirable; b. Utilize natural landforms and vegetation for screening structures, access roads, building foundations, and cut and fill slopes; 	Ongoing/Policies Implemented regularly	The design, location, and use of natural landforms of new development are considered by the City Council and Planning Commission.
C/OS-2	<p>The City should actively communicate and coordinate with surrounding jurisdictions and water agencies in preventing erosion, pollution and siltation of the Canyon Del Rey drainage system.</p>	Ongoing/Policies Implemented regularly	The City actively coordinates with local agencies as a member of the Monterey Regional Storm Water Management Program to prevent soil erosion, pollution and siltation of the Canyon Del Rey drainage system. In addition the California Environmental Quality Act limits/prevents impacts to geologic and water resources, therefore any project proposed for development along Canyon Del Rey that may have an adverse impact on the drainage system would be subject to assess and mitigate for any adverse impacts under the California Environmental Quality Act.
C/OS-3	Wildlife habitat and wildlife corridors shall be preserved.	Ongoing/Policies Implemented regularly	The City is committed to preserving wildlife habitat and wildlife corridors by preserving large areas of open space and maintaining natural vegetation at the frog pond.
C/OS-4	Significant stands of riparian vegetation shall be subject to only minimal cutting and removal, and then only when proven unavoidable.	Ongoing/Policies Implemented regularly	The City is committed to maintaining native vegetation, there is not much riparian vegetation in the City, and the Monterey Regional Parks District maintains the vegetation of the frog pond with the goal of preserving the natural riparian vegetation.
C/OS-5	The existing system of green belts and open spaces should be preserved and maintained.	Ongoing/Policies Implemented regularly	The City is committed to maintaining green belts and open spaces, and has set aside multiple parcels for this purpose.
C/OS-5a	Encourage the conservation and preservation of irreplaceable natural resources and open space at former Fort Ord.	Ongoing/Policies Implemented regularly	The former Fort Ord annexed a large portion of land to the City. Some of this land has been preserved as open space, including the CNPS area parcel. A portion of the former Fort Ord area annexed is limited by geographic slope and other land constraints. This may encourage some additional open space/conservation in this area.
C/OS-5b	The City shall use open space as a buffer between various types of land use.	Ongoing/Policies	The City has several areas designated as open space with the

**City of Del Rey Oaks
General Plan Annual Progress Report Implementation Status/Analysis
June 23, 2020**

Policy Number	Policy Summary	Implementation Status	Justification for Finding/Implementation Progress
<i>C/OS-5c</i>	The City shall review each development project in the former Fort Ord annexation area with regard to the need for open space buffers between land uses.	Ongoing/Policies Implemented regularly	The annexed land from former Fort Ord includes a conservation area which the City is working with the Monterey Regional Park District on.
<i>C/OS-5d</i>	The City shall review each future development project for compatibility with adjacent open space land uses and require that suitable open space buffers are incorporated into the development plan of incompatible land uses as a condition of project approval.	Ongoing/Policies Implemented regularly	The City Planning Commission considers open space buffers and land use compatibility when reviewing new development. The upcoming RV Park Project has worked with FORTAG (Fort Ord Rec Trail and Greenway). Also the City has designated a portion of property for the California Native Plant Society. Work Memorial Park is also designated as open space.
<i>C/OS-5e</i>	The City shall ensure that all habitat conservation and corridor areas identified in the Fort Ord Habitat Management Plan (HMP) are protected from degradation due to development within or adjacent to these areas. This shall be accomplished by assuring that all new developments in the Fort Ord Reuse Area adheres to the management requirements of the HMP and the policies of the Fort Ord Reuse Area Plan.	Policies Implemented regularly	The City has adopted each of the policies in the Fort Ord Reuse Area Plan as part of their General Plan update; this includes compliance with the HMP.
<i>C/OS-5f</i>	The City shall encourage the preservation of small pockets of habitat and populations of special status species within and around developed areas, in accordance with the recommendations of the HMP and Fort Ord Reuse Area Plan. This shall be accomplished by requiring project applicants to conduct surveys to verify sensitive species and/or habitats on the site and developing a plan for avoiding or salvaging these resources, where feasible.	Policies Implemented regularly	Please see Policy C/OS-5e, above.
<i>C/OS-5g</i>	The City shall provide for the protection and mitigation of impacts of wetland areas consistent with applicable state and Federal regulations.	Policies Implemented regularly	The City Council and Planning Commission review ensure all new projects in the City comply with applicable state and Federal regulations.
<i>C/OS-6</i>	The City will encourage the Monterey Regional Parks District to ensure water quality of the Frog Pond, develop and maintain areas of open viewsheds of the Frog Pond along Canyon Del Rey and North/South Road.	Policies Implemented regularly	The City works closely with Monterey Regional Parks District (MRPD) to implement this policy relative to the Frog Pond and MRPD property.
<i>C/OS-7</i>	Maintain the green belt along the Canyon Del Rey drainage way.	Ongoing/Policies Implemented regularly	Consistent with C/OS-6 above, viewshed of Frog Pond.
<i>C/OS-8</i>	Surface water quality shall be maintained, and areas of ground water recharge kept free of contamination.	Ongoing/Policies Implemented regularly	The City Council and Planning Commission review ensure these policies are implemented when new development occurs; in addition under CEQA any potential impacts to hydrology/water quality are evaluated and mitigation is

**City of Del Rey Oaks
General Plan Annual Progress Report Implementation Status/Analysis
June 23, 2020**

Policy Number	Policy Summary	Implementation Status	Justification for Finding/Implementation Progress
<i>C/OS-9</i>	The City should continue to communicate and coordinate with surrounding jurisdictions in preventing channel erosion and siltation in Del Rey Oaks due to increase water runoff from urban development in upland areas.	Ongoing/Policies Implemented regularly	The City works closely with surrounding jurisdictions to maintain safe conditions for their residents, including preventing channel erosion and siltation due to increased water runoff from urban development in upland areas such as the former Fort Ord area and the hillside upland below the Airport property. In addition, under CEQA any potential impacts to hydrology/water quality are evaluated and mitigation is required where significant.
<i>C/OS-10</i>	All lands within 50 feet of an active or potentially active fault lands of 25% slope and above, unstable soil areas and areas subject to periodic flooding should generally be kept free of development until further detailed geotechnical studies prove these lands safe to the City's satisfaction.	Ongoing/Policies Implemented regularly	The City Council and Planning Commission consider this policy when approving new development projects.
<i>C/OS-11</i>	The City shall work with the appropriate Water Management District to encourage water conservation, retrofitting, education, reclamation and reuse.	Ongoing/Policies Implemented regularly	City is a part of the Monterey Peninsula Water Management District and the MCWD; the City implements water conservation projects in collaboration with the Water Management District and MCWD.
<i>C/OS-12</i>	Water usage and conservation of water will be considered as part of all land use decisions.	Ongoing/Policies Implemented regularly	The City Council and Planning Commission considers this policy when approving all new development projects.
<i>C/OS-13</i>	The City will encourage the improvement of air quality in Del Rey Oaks and in the region by implementing the measures described in the Monterey Bay Air Quality Management Plan. Such measures include, but are not limited to, measures to reduce dependence on the automobile and encourage the use of alternate modes of transportation such as buses, bicycling and walking.	Ongoing/Policies Implemented regularly	Under each project subject to CEQA, air quality modeling is required, and it is documented how these projects are consistent with Air Quality Management Plans and policies.
<i>C/OS-14</i>	The City will study the opportunities for the preservation of the Stonehouse building located adjacent to Highway 218 and Highway 68.	Ongoing/Policies Implemented regularly	Stonehouse has been preserved as a part of Tarry's Roadhouse winery. City may also pursue consideration of historic designation for preservation.
<i>C/OS-15</i>	If development of a site uncovers cultural resources, the recommendations of Appendix K, of the Guidelines for Implementation of the California Environmental Quality Act shall be followed for identification, documentation and preservation of the resource.	Ongoing/Policies Implemented regularly	Under each project subject to CEQA, cultural resources are considered, new development is subject to policies specific to Appendix K.
<i>C/OS-16</i>	The City shall document and record data or information relevant to prehistoric and historic cultural resources which may be impacted by proposed development. The accumulation of such data shall act as a tool to assist decision-makers in determinations of the potential development effects to prehistoric and historic resources located within the City.	Ongoing/Policies Implemented regularly	Under CEQA all new development projects are required to assess impacts to prehistoric and historic cultural resources, in addition projects are required to consult with local Native American tribes.

**City of Del Rey Oaks
General Plan Annual Progress Report Implementation Status/Analysis
June 23, 2020**

Policy Number	Policy Summary	Implementation Status	Justification for Finding/Implementation Progress
Noise			
<i>N-1</i>	<p>Strong support shall be given to:</p> <ul style="list-style-type: none"> a. Proposals for restricting the use of high noise emitting aircraft; b. State and Federal regulations to quiet jet engines; c. Reduction in flight frequency, particularly in the most noise sensitive time periods; d. Maintenance of restrictions on nighttime flights; e. Use of approach and departure flight paths that minimize noise over residential areas of the City; f. Use of the natural terrain, buildings and landscape buffers to shield noise emitted to residential areas; and g. Runway 6-24 should not be used due to noise and safety impacts of nearby residents. 	Ongoing Policies Implemented regularly. Needs Update	The City works with the airport at the elected, staff, and citizen levels to ensure residents are protected from operational noise created by the airport. Runway 6-24 has been closed for safety and noise abatement purposes.
<i>N-2</i>	The City shall encourage the Airport District to continue to install a noise monitoring system that will provide information for setting local noise standards and provide a means of evaluating the effectiveness of noise abatement strategies.	Ongoing Policies Implemented regularly	The City reviews airport operations and policies; the City is investigation whether the airport has a noise monitoring system. The City will continue to work with the Airport to address citizens' concerns for noise attenuation.
<i>N-3</i>	Emphasis shall be placed upon the reduction of noise through administrative and physical techniques, such as cluster zoning, Building Code regulations (soundproofing, acoustical construction techniques), Health Code regulations, City Planning Commission review (acoustical architectural design, acoustical site planning, berms, and landscaping buffers) and Environmental Impact Reporting.	Ongoing/Policies Implemented regularly	Under CEQA all new development projects are required to assess impacts to noise and if significant it is required to identify mitigation measures for these impacts, these mitigation measures can be those outlined in this policy.
<i>N-4</i>	Noise/land use compatibility shall be considered impacted if exposed to noise levels on the exterior of a building that exceeds 65 dB, and on the interior of a building exceeds 45 dB.	Ongoing/Policies Implemented regularly	Noise and land/use compatibility is considered when approving new development.
<i>N-5</i>	Any future improvements to Canyon Del Rey must include noise attenuation measures to ensure that resultant indoor and outdoor noise levels are within recommended acceptable levels for residential land use.	Ongoing	No new development has occurred or is proposed to Canyon del Rey; however as road improvements are planned they would have to include attenuation measures as stated in this policy.
<i>N-6</i>	The City will work with the Monterey Peninsula Airport District to minimize the noise impacts of the proposed increase in airport operations and changes in different types of aircraft will not be supported by the City.	Policies Implemented regularly	The City works with the airport at the elected, staff and citizen levels to ensure noise attenuation measures are met. Additionally, the small size of the airport limits the size of aircraft capable of landing and taking off.

Resolution No. 2020-12

Resolution of the City Council of the City of Del Rey Oaks, California Approving the 2019 Annual Progress Report on the Implementation of the General Plan

WHEREAS, the State of California requires non-charter cities and counties to have adopted a General Plan to provide guidance and direction for develop activities; and,

WHEREAS, the City of Del Rey Oaks current General Plan was last updated on December 1998, Resolution No. 98-20; and,

WHEREAS, the General Plan contains the seven State-required elements and one additional element as follows: Land Use Element, Circulation Element, Public Services Element, Parks and Recreation Element, Open Space/Conservation Element, Noise Element, Implementation Element, and Housing Element; and,

WHEREAS, each element of the General Plan concludes with a set of implementation actions and programs that are intended to carry out a policy and achieve specific objectives; and,

WHEREAS, California Government Code Section 65400(a)(2)(A) requires the City to annually prepare a report regarding the status of the City's general Plan and progress in its implementation ("report"); and,

WHEREAS, California Government Code Section 65400(a)(2)(B) requires the City to include in the report the City's progress in meeting its share of regional housing needs and the City submitted the City's Annual Progress Report for Housing to HCD on April 1, 2020 of this year; and

WHEREAS, California Government Code Section 65400(a)(2)(C) requires the City to include in the report an assessment of the degree to which the General Plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the General Plan; and,

WHEREAS, California Government Code Section 65400(a)(2) requires the City to submit the report to the Governor's Office of Planning and Research ("OPR") annually; and this year, HCD provided extended period for submittal due to the current pandemic this year; and

WHEREAS, the Planning Commission received the General Plan 2019 Annual Report ("Annual Progress Report") at their May 13, 2020 meeting; and

WHEREAS, the City Council considered the General Plan 2019 Annual Report ("Annual Progress Report") on June 2, 2020; at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the City Council has considered the entire administrative record, including the staff reports, the contents of the 2019 Annual Report, a copy of which is attached hereto as Exhibit 1, and oral and written testimony from interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEL REY OAKS AS FOLLOWS:

SECTION 1. That the City of Del Rey Oaks has completed the 2019 Annual Report as required by California Government Code section 65400.

SECTION 2. That the 2019 Annual Report provided herein as Exhibit 1 is found to be consistent with the suggested content by the State Guidelines and is hereby accepted.

SECTION 3. That Denise Duffy and Associates, on behalf of the City as the City's Planning Consultant, is hereby authorized and directed to submit the 2019 General Plan Annual Progress Report to the Governor's Office of OPR.

APPROVED AND ADOPTED by the City Council of the City of Del Rey Oaks at a regular meeting held on the 23rd day of June, 2020.

Ayes: Council Members:

Noes: Council Members:

Abstained: Council Members:

Absent: Council Members:

City of Del Rey Oaks, California

Attest:

Dino Pick, City Manager

Alison Kerr, Mayor



CITY OF DEL REY OAKS

Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Dino Pick, City Manager

DATE: June 23, 2020

SUBJECT: Proposed Budget for Fiscal Year 2020-2021 and 2021-22

We are pleased to present the City's Proposed Two-Year Budget for Fiscal Years 2020-21 and 2021-22. It allows the Council and staff to strategically allocate available resources. The budget is presented in 3 primary parts: General Fund, Restricted Funds and FORA Funding Allocations. The FORA funds include General and Restricted funds and are presented separately to allow a more accurate comparison of the proposed budget to the current year.

The current year estimated ending fund balance is \$665,309. Of that balance, \$310,000 is restricted for capital improvements that were not completed in the current fiscal year due to the pandemic and will be transferred to FY 2020-21 for completion of the Council-approved projects. This will be discussed in detail on page 5 of this report. \$174,000 is allocated to pay back the LAIF transfer done at mid-year. This will bring our Economic Uncertainty Reserve from \$1,359,567 to \$1,533,567. This leaves an estimated surplus of \$181,309. Staff recommends the disposition of these funds await completion of the City's annual financial audit.

GENERAL FUND

City of Del Rey Oaks						
General Fund Budget Summary						
FY 2020-21						
	Current Period Actual	Current FY 2019-2020	Proposed FY 2020-2021	Increase (Decrease)	Proposed FY 2021-2022	Increase (Decrease)
2020-21 Estimated Revenues	4,547,077.60	4,983,450.00	4,156,552.00	-17%	4,317,593.00	4%
2020-21 Estimated Expenditures	3,881,768.48	4,983,210.00	3,945,534.00	-21%	3,910,813.00	-1%
Surplus (Deficit) Revenues	<u>665,309.12</u>	<u>240.00</u>	<u>211,018.00</u>		<u>406,780.00</u>	

The Proposed 2020-21 budget represents a 17% decrease in revenue and a 21% decrease in expenses while the proposed 2021-22 budget represents a 4% increase in revenue and a 1% decrease in expenses. The primary planning assumption for this two-year period is that the pandemic induced recession will continue into at least the first half of FY20-21, with revenues increasing slightly in FY21-22. Staff is proud to present a balanced budget with an anticipated surplus.

Overview of General Fund Major Changes for FY 2020-21

Revenues

General Fund revenues are estimated to decrease by \$826,898 (17%). The primary factors are:

- Anticipated decrease of \$184,500 in Sales Tax due to the coronavirus pandemic and subsequent economic downturn.
- The loss of an estimated \$155,000 in Cannabis and Transient Occupancy Tax partly due to the coronavirus pandemic and also competition.
- The loss of \$143,750 in FORA Caretaker Grant funds with the sunset of FORA June 30, 2020.
- A reduction of \$121,138 in the Airport Police Services contract which is based upon and offset by one-year only emergency reductions in police expense for FY20-21.

Expenditures

The proposed appropriation of \$3,945,534 reflects a decrease of \$1,037,676 (21%) under the current appropriation. The primary factors are as follows:

- Decrease of \$552,900 in FORA loan payments because the City retired the debt in FY 19-20.
- Decrease of \$214,495 in Salary and Benefits with workers compensation premiums decreasing due to lack of workplace injuries, freezing of one vacant full-time police officer position, and no COLA or pay increases for staff.
- Decrease of \$104,250 in Outside Services due mostly to reductions in contractual services for consultants. Much of this work has been reassigned to city staff.
- Decrease of \$310,000 in Capital Improvements since the \$330,000 budgeted for projects in 2019-20 will be carried over to FY 20-21 less any funds used in the current fiscal year.

Assumptions for FY 2021-22

The 2021-22 budget estimate is based on the following assumptions:

- Anticipating no increase in Property or Sales Tax in case of slow recovery from FY 2020-21 downturn and potential longer-term recession.
- Increase in Airport Police Contract due primarily to resuming the standard contract formula.
- Increase in Payroll and Benefits with the reinstatement of one full time officer and potential cost of living increase for staff.
- \$200,000 planned for new streets capital project.

Details of the General Fund Budget for FY 2020-2021

Payroll and Benefits - \$2,352,115

Employee payroll and benefits costs account for 65% of the budget. The proposed budget contains 14 full time positions (1 police Officer position frozen for FY 20-21), and one half-time temporary position to assist with the increased administrative workload at City Hall.

Following are the detail personnel costs:

		Current Period Actual	Current FY 2019-2020	Increase (Decrease)	Proposed FY 2020-2021	Proposed FY 2021-2022
Payroll	61105	1,081,624.68	1,329,400.00	(3,200.00)	1,326,200.00	1,349,124.00
Temp Payroll	61107	9,360.66	20,000.00	0.00	20,000.00	20,000.00
Overtime	61110	87,533.91	133,000.00	(28,000.00)	105,000.00	108,000.00
Council Member Stipend	61115	400.00	7,500.00	(2,700.00)	4,800.00	7,500.00
Reserves Payroll	61120	47,505.00	58,000.00	(8,000.00)	50,000.00	50,000.00
PERS UAL	61124	138,770.38	164,100.00	(56,400.00)	107,700.00	108,300.00
PERS Retirement	61125	111,667.80	145,600.00	3,300.00	148,900.00	160,300.00
Dental Exp - City Council	61127	3,183.02	12,000.00	(5,285.00)	6,715.00	6,715.00
Medicare	61130	17,826.86	20,510.00	(1,010.00)	19,500.00	19,800.00
Dental Expense	61135	22,540.01	33,000.00	(7,600.00)	25,400.00	26,000.00
Health Ins	61140	251,401.93	325,700.00	(30,400.00)	295,300.00	299,989.00
Vision Ins	61145	1,949.70	4,500.00	(600.00)	3,900.00	3,665.00
Workers Comp	61150	289,379.00	289,400.00	(92,700.00)	196,700.00	196,700.00
Wellness Program	61155	3,693.93	7,500.00	100.00	7,600.00	7,600.00
Uniform Allowance	61160	4,750.00	11,000.00	(1,000.00)	10,000.00	11,000.00
Deferred Compensation	61165	0.00	0.00	12,000.00	12,000.00	12,000.00
Admin Leave	61175	5,970.92	0.00	7,000.00	7,000.00	7,000.00
Auto Allowance	61180	4,275.00	5,400.00	0.00	5,400.00	5,400.00
Total Payroll and Benefits	0.00	<u>2,081,832.80</u>	<u>2,566,610.00</u>	<u>(214,495.00)</u>	<u>2,352,115.00</u>	<u>2,399,093.00</u>
Percent Decrease					(8.4%)	1.9%

Personnel costs are budgeted to decrease 8.4% (\$214,495) in 2020-21 and estimated to increase 1.9% in 2021-22.

Medical Insurance premiums are expected to increase around 10% half-way through the year.

CalPERS Employer Normal Cost and CalPERS Unfunded Accrued Liability Cost - \$256,600

The FY 2020-2021 CalPERS retirement costs have been stated separately from CalPERS Unfunded Liability for the purpose of the Airport Police Contract calculations. The total FY 2020-2021 CalPERS retirement costs of \$256,600 is divided into two parts – Employer Normal Cost of \$148,900 paid as a percent of payroll, and Unfunded Accrued Liability of \$107,700 paid as a fixed dollar amount supplied by CalPERS Actuaries each year.

The table below shows the Employer Normal Costs based on CalPERS Actuarial Valuations and the Employer Unfunded Accrued Liability (UAL) required contributions for FY 2020-21 and FY 2021-22.

The costs shown below are included in the proposed document.

Employer Plan	FY 2020-21	UAL 2020-21	FY 2021-22	UAL 2021-22
Miscellaneous	8.79%	\$27,893	8.80%	\$33,000
PEPRA Miscellaneous	7.73%	\$1,142	7.70%	\$1,200
PEPRA Safety Police	11.11%	\$1,565	11.10%	\$1,600
Safety	14.81%	\$76,977	14.80%	\$90,900

Outside Services - \$609,200

The Outside Services budget reflects a decrease of \$104,250 primarily due to the reduction in contract services with outside consultants.

Supplies - \$132,960

The Supplies budget decreased \$28,440 due to deliberate one-year reduction in expenses planned cutbacks of materials.

Utilities and Services - \$133,600

The Utilities and Services budget decreased by \$16,600 due to planned cutbacks and historical usage from FY 2019-2020.

Other Services - \$86,720

The Other Services budget has remained relatively flat from the previous year.

Auto Operations - \$62,500

The Auto Operations budget reflects a decrease of \$99,500 primarily due to \$89,500 of FORA Caretaker Grant funds that were used to replace a Public Works truck.

Use of Projected FY 2020-21 Surplus Funds - \$211,018

Staff recommends Council wait for the annual financial audit before deciding how to allocate surplus funds.

RESTRICTED FUNDS

While the General Fund is the City's primary fund, the City maintains other funds for tracking revenues restricted by law for specific uses. Below are the restricted funds the City receives. These funds are to be used specifically on street related projects and repairs.

Restricted Funds						
		Current Period Actual	Current FY 2019-2020	FY 19-20 to FY 20-21 Difference	Proposed FY 2020- 2021	Proposed FY 2021- 2022
Revenue						
Other Financing Sources						
Gas Tax 2103	47010	8,081.92	6,200.00	2,300.00	8,500.00	8,500.00
Gas Tax 2105	47020	5,572.06	9,400.00	(2,900.00)	6,500.00	6,500.00
Gas Tax 2106	47030	5,117.68	8,870.00	(2,870.00)	6,000.00	6,000.00
Gas Tax 2107	47040	6,661.88	12,270.00	(4,270.00)	8,000.00	8,000.00
Gas Tax 2107.5	47050	1,000.00	1,000.00	0.00	1,000.00	1,000.00
Measure X Advance	47774	683,148.74	676,800.00	(676,800.00)	0.00	0.00
Measure X	47775	0.00	0.00	70,000.00	70,000.00	80,000.00
SB 1 Funds	47777	26,643.88	26,760.00	0.00	26,760.00	26,700.00
Total Other Financing Sources		<u>736,226.16</u>	<u>741,300.00</u>	<u>(614,540.00)</u>	<u>126,760.00</u>	<u>136,700.00</u>
Total Revenue		<u>736,226.16</u>	<u>741,300.00</u>	<u>(614,540.00)</u>	<u>126,760.00</u>	<u>136,700.00</u>

The Gas Tax Fund and SB1 Fund are used to account for gas tax revenues and SB1 monies which can only be used for street related purposes. In FY 2020-21 these funds are being used to pay for the street improvements project accounted for in the Measure X Fund. In future years these funds are proposed to help pay for the City's annual street maintenance projects.

The Measure X Fund is used to account for monies allocated under Measure X, which is administered by TAMC. In FY 2018-19 the City received an advance of \$861,300 of future Measure X revenues to pay for the City's largest street improvement project budgeted at \$1,225,011. The difference between the \$861,300 from Measure X and the \$1,225,011 came from General Fund, Gas Tax and SB1. TAMC will withhold the City's Measure X allocation until the loan is repaid.

Capital Improvements of \$310,000 Carried Over from FY 2019-2020

The FY19-20 budget includes \$330,000 in Capital Projects of which \$310,000 will be carried over to FY 2020-21. These funds were not used due to the pandemic. These funds are to be used for the following projects in FY 2020-21:

		Current Period Actual	Current FY 2019-2020	Increase (Decrease)	Proposed FY 2020-2021	Proposed FY 2021-2022
Capital Improvement						
2020 Slurry Seal Project	63955	19,802.50	200,000.00	(180,000.00)	180,000.00	200,000.00
Solar Project on City Hall	63955	0.00	80,000.00	(80,000.00)	80,000.00	0.00
South Boundary Road Sewer Design Project	63955	0.00	50,000.00	(50,000.00)	50,000.00	0.00
Total Capital Improvement		<u>19,802.50</u>	<u>330,000.00</u>	<u>(310,000.00)</u>	<u>310,000.00</u>	<u>200,000.00</u>

FORA FUNDING ALLOCATIONS

With the sunset of FORA on June 30, 2020, funds that had been set aside for projects within Del Rey Oaks have been transferred to the City for specific uses.

The funds that have been transferred to the City will be appropriated for the following uses:

- Intersection improvements of General Jim Moore and South Boundary Road – \$1,056,168
- South Boundary Road Construction - \$7,268,813
- South Boundary Road Consulting and Contracts - \$518,564
- Joint Community Facilities District Agreement for Habitat - \$748,071

RECOMMENDATION

Council adopt the following attached resolutions:

- Resolution 2020-15 Budget for Fiscal Year 2020-2021 and 2021-2022
- Resolution 2020-16 Salary Schedule 07/01/2020 for Fiscal Year 2020-2021
- Resolution 2020-17 Position Control List for Fiscal Year 2020-2021
- Resolution 2020-18 Establishing an Appropriations Limit for Fiscal Year 2020-2021
- Resolution 2020-19 Establishing a Promotional Fund for Fiscal Year 2020-2021
- Resolution 2020-20 Approving the Expenditure of the COPS Grant
- Resolution 2020-21 Adopting a Fee Schedule
- Resolution 2020-22 Memberships and Contributions for Fiscal Year 2020-2021

CONCLUSION

This conservative budget keeps the city on a path toward stability in uncertain times.

Respectfully submitted,

Danial Pick
City Manager

RESOLUTION NO. 2020-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL REY OAKS APPROVING A TWO-YEAR BUDGET FOR FISCAL YEARS 2020-2021 AND 2021-2022

-oOo-

WHEREAS, the City of Del Rey Oaks staff is required to present a balanced budget prior to the start of each fiscal year which begins July 1 of the current year; and

WHEREAS, the City established a two-year budget process starting in 2019; and

WHEREAS, the City Staff works diligently to present a transparent, fiscally responsible, and balanced budget; and

WHEREAS, the Budget presented for Fiscal Years 2020-2021 and 2021-2022 is transparent, fiscally responsible, and balanced.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Rey Oaks, California that Resolution 2020-15 is hereby approved.

PASSED AND ADOPTED at a regular meeting of the Del Rey Oaks City Council duly held on June 23, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Alison Kerr, Mayor

ATTEST:

Danial D. Pick, City Clerk

City of Del Rey Oaks
Proposed Fiscal Year 2020-2021
2-Year Budget

		Current Period Actual	Current FY 2019-2020	Increase (Decrease)	Proposed FY 2020-2021	Proposed FY 2021-2022
Revenue						
Property Taxes						
P/T-Secured	41110	472,091.53	440,000.00	0.00	440,000.00	440,000.00
P/T-Unsecured	41120	17,796.84	16,700.00	1,300.00	18,000.00	20,000.00
P/T-Prior Secured	41130	4,478.79	5,000.00	0.00	5,000.00	5,000.00
Prior Unsecured	41140	0.00	100.00	0.00	100.00	100.00
P/T-Unitary Tax	41150	8,056.84	8,200.00	0.00	8,200.00	8,200.00
P/T-Sb813	41160	7,714.00	9,400.00	0.00	9,400.00	9,400.00
Property Tax - Vlf	41170	141,186.36	150,000.00	(8,000.00)	142,000.00	142,000.00
P/T-Int/Penal	41180	<u>1,454.22</u>	<u>700.00</u>	<u>800.00</u>	<u>1,500.00</u>	<u>1,500.00</u>
Total Property Taxes		652,778.58	630,100.00	(5,900.00)	624,200.00	626,200.00
Other Taxes						
Sales Tax	42210	321,025.36	430,000.00	(64,500.00)	365,500.00	365,500.00
Sales Tax - Add On	42220	721,847.00	800,000.00	(120,000.00)	680,000.00	680,000.00
Cannabis Tax	42222	582,519.09	725,000.00	(145,000.00)	580,000.00	550,000.00
Transient Occupancy Tax	42230	40,096.38	40,000.00	(10,000.00)	30,000.00	30,000.00
Property Transfer Tax	42250	8,133.13	10,000.00	0.00	10,000.00	10,000.00
Sewer Impact	42290	15,487.82	15,400.00	0.00	15,400.00	15,400.00
Gas Franchises	42761	5,500.47	5,500.00	0.00	5,500.00	5,500.00
Electric Franchises	42762	17,644.76	17,500.00	0.00	17,500.00	17,500.00
Garbage Franchises	42763	96,824.61	86,500.00	10,500.00	97,000.00	97,000.00
Cable Tv Franchises	42764	25,645.35	20,500.00	(500.00)	20,000.00	20,000.00
Water Franchises	42765	<u>16,869.03</u>	<u>16,000.00</u>	<u>1,000.00</u>	<u>17,000.00</u>	<u>17,000.00</u>
Total Other Taxes		1,851,593.00	2,166,400.00	(328,500.00)	1,837,900.00	1,807,900.00
Licenses and Permits						
Business Licenses	42310	211,798.85	210,000.00	0.00	210,000.00	210,000.00
SB1473 Evironmental Assessment Fee	43312	41.26	100.00	(50.00)	50.00	50.00
Building Permits	43320	26,250.96	30,000.00	(6,460.00)	23,540.00	23,000.00
Cannabis Business Permit*	43325	20,000.00	42,500.00	(7,500.00)	35,000.00	35,000.00
Plan Check Fees	43330	12,797.24	15,000.00	(3,500.00)	11,500.00	11,000.00
Street Opening Permits Fees	43340	4,350.00	4,300.00	0.00	4,300.00	4,300.00
Plumbing Permits	43350	1,625.00	1,200.00	400.00	1,600.00	1,600.00
Electrical Permits	43360	1,000.00	1,000.00	0.00	1,000.00	1,000.00
Other Licenses/Permits	43390	<u>200.00</u>	<u>1,000.00</u>	<u>(700.00)</u>	<u>300.00</u>	<u>300.00</u>
Total Licenses and Permits		278,063.31	305,100.00	(17,810.00)	287,290.00	286,250.00
Reimbursements						
Sb1186 Disability Access Fund	43311	<u>916.00</u>	<u>900.00</u>	<u>0.00</u>	<u>900.00</u>	<u>900.00</u>
Total Reimbursements		916.00	900.00	0.00	900.00	900.00
Fines and Forfeitures						
Vehicle Code Fines	45510	<u>11,719.05</u>	<u>13,000.00</u>	<u>(1,000.00)</u>	<u>12,000.00</u>	<u>12,000.00</u>
Total Fines and Forfeitures		11,719.05	13,000.00	(1,000.00)	12,000.00	12,000.00
Other						
Interest Earned	46100	34,010.46	30,000.00	10,000.00	40,000.00	40,000.00
HOPTR	47130	1,084.60	1,500.00	(300.00)	1,200.00	1,200.00
Vehicle License Collection	47140	0.00	900.00	(900.00)	0.00	0.00
Prop 172	47750	12,553.58	14,700.00	(1,700.00)	13,000.00	13,000.00
Traffic Congestion Relief-Ab438	47770	<u>1,949.40</u>	<u>1,000.00</u>	<u>1,100.00</u>	<u>2,100.00</u>	<u>2,100.00</u>
Total Other		49,598.04	48,100.00	8,200.00	56,300.00	56,300.00
Grants						
Cop Monies	47240	147,614.29	155,000.00	(55,000.00)	100,000.00	100,000.00

City of Del Rey Oaks
Proposed Fiscal Year 2020-2021
2-Year Budget

		Current Period Actual	Current FY 2019-2020	Increase (Decrease)	Proposed FY 2020-2021	Proposed FY 2021-2022
Grants - Wellness	47760	7,500.00	7,500.00	0.00	7,500.00	7,500.00
FORA Caretaker Grant	47767	193,750.00	143,750.00	(143,750.00)	0.00	0.00
Police Grants Other Agencies	47780	4,888.06	12,500.00	(7,500.00)	5,000.00	5,000.00
Grant Other Agencies	47783	<u>350.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Grants		354,102.35	318,750.00	(206,250.00)	112,500.00	112,500.00
Current Services						
Police Reports	48210	4,425.38	1,000.00	3,200.00	4,200.00	4,200.00
Police Services	48211	14,293.12	5,000.00	11,000.00	16,000.00	16,000.00
Public Events	48212	35,159.00	40,500.00	(5,500.00)	35,000.00	45,000.00
Airport Police Services*	48220	1,008,742.79	1,124,800.00	(121,138.00)	1,003,662.00	1,181,743.00
Use Permits	48805	25,205.00	33,000.00	(5,000.00)	28,000.00	28,000.00
Maps/Publications	48810	33.00	300.00	(200.00)	100.00	100.00
Property Inspections	48825	4,425.00	3,500.00	1,000.00	4,500.00	4,500.00
Miscellaneous Services	48840	<u>184,676.12</u>	<u>194,000.00</u>	<u>(183,000.00)</u>	<u>11,000.00</u>	<u>11,000.00</u>
Total Current Services		1,276,959.41	1,402,100.00	(299,638.00)	1,102,462.00	1,290,543.00
Parks and Recreation						
Rental - Park	48910	<u>2,777.00</u>	<u>8,000.00</u>	<u>(4,000.00)</u>	<u>4,000.00</u>	<u>6,000.00</u>
Total Parks and Recreation		2,777.00	8,000.00	(4,000.00)	4,000.00	6,000.00
Other Financing Sources						
Rental - Garden Ctr	46815	33,000.00	56,000.00	(20,000.00)	36,000.00	36,000.00
Rental - Airport RV	46816	27,570.86	0.00	35,000.00	35,000.00	35,000.00
Rental - PW Bldg	46817	<u>8,000.00</u>	<u>35,000.00</u>	<u>13,000.00</u>	<u>48,000.00</u>	<u>48,000.00</u>
Total Other Financing Sources		<u>68,570.86</u>	<u>91,000.00</u>	<u>28,000.00</u>	<u>119,000.00</u>	<u>119,000.00</u>
Total Revenue		<u>4,547,077.60</u>	<u>4,983,450.00</u>	<u>(826,898.00)</u>	<u>4,156,552.00</u>	<u>4,317,593.00</u>
Expense						
Payroll and Benefits						
Payroll	61105	1,081,624.68	1,329,400.00	(3,200.00)	1,326,200.00	1,349,124.00
Temp Payroll	61107	9,360.66	20,000.00	0.00	20,000.00	20,000.00
Overtime	61110	87,533.91	133,000.00	(28,000.00)	105,000.00	108,000.00
Council Member Stipend	61115	400.00	7,500.00	(2,700.00)	4,800.00	7,500.00
Reserves Payroll	61120	47,505.00	58,000.00	(8,000.00)	50,000.00	50,000.00
PERS UAL	61124	138,770.38	164,100.00	(56,400.00)	107,700.00	108,300.00
PERS Retirement	61125	111,667.80	145,600.00	3,300.00	148,900.00	160,300.00
Dental Exp - City Council	61127	3,183.02	12,000.00	(5,285.00)	6,715.00	6,715.00
Medicare	61130	17,826.86	20,510.00	(1,010.00)	19,500.00	19,800.00
Dental Expense	61135	22,540.01	33,000.00	(7,600.00)	25,400.00	26,000.00
Health Ins	61140	251,401.93	325,700.00	(30,400.00)	295,300.00	299,989.00
Vision Ins	61145	1,949.70	4,500.00	(600.00)	3,900.00	3,665.00
Workers Comp	61150	289,379.00	289,400.00	(92,700.00)	196,700.00	196,700.00
Wellness Program	61155	3,693.93	7,500.00	100.00	7,600.00	7,600.00
Uniform Allowance	61160	4,750.00	11,000.00	(1,000.00)	10,000.00	11,000.00
Deferred Compensation	61165	0.00	0.00	12,000.00	12,000.00	12,000.00
Admin Leave	61175	5,970.92	0.00	7,000.00	7,000.00	7,000.00
Auto Allowance	61180	<u>4,275.00</u>	<u>5,400.00</u>	<u>0.00</u>	<u>5,400.00</u>	<u>5,400.00</u>
Total Payroll and Benefits		2,081,832.80	2,566,610.00	(214,495.00)	2,352,115.00	2,399,093.00
Payroll Expense						
Payroll Expense	62310	<u>(258.83)</u>	<u>3,500.00</u>	<u>(2,400.00)</u>	<u>1,100.00</u>	<u>1,100.00</u>
Total Payroll Expense		(258.83)	3,500.00	(2,400.00)	1,100.00	1,100.00
Bank Service Charges						
Bank Service Charges	62320	<u>879.34</u>	<u>1,000.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>1,000.00</u>
Total Bank Service Charges		879.34	1,000.00	0.00	1,000.00	1,000.00

City of Del Rey Oaks
Proposed Fiscal Year 2020-2021
2-Year Budget

		Current Period Actual	Current FY 2019-2020	Increase (Decrease)	Proposed FY 2020-2021	Proposed FY 2021-2022
Supplies						
Materials/Supply	62410	55,929.18	62,700.00	(4,700.00)	58,000.00	58,000.00
Ammunition	62420	0.00	7,000.00	(3,000.00)	4,000.00	5,000.00
Office Supplies	62430	16,558.16	18,300.00	(2,040.00)	16,260.00	16,000.00
Accounting Software	62431	3,168.00	3,200.00	0.00	3,200.00	3,200.00
Special Supply Police	62440	48,045.50	53,700.00	(18,700.00)	35,000.00	40,000.00
PD Safety Equip Lease - Principal	62460	0.00	16,500.00	0.00	16,500.00	16,500.00
Total Supplies		123,700.84	161,400.00	(28,440.00)	132,960.00	138,700.00
Utilites and Services						
Repair/Maintenance	63505	91,451.57	87,000.00	(10,000.00)	77,000.00	75,000.00
Street Sweeping	63510	1,847.28	14,000.00	(4,000.00)	10,000.00	10,000.00
Gabilan Crew	63515	0.00	5,000.00	0.00	5,000.00	5,000.00
Utilities/Pge	63520	10,710.81	13,000.00	(1,000.00)	12,000.00	13,000.00
Utilities/Water	63525	5,618.48	6,500.00	(2,000.00)	4,500.00	4,500.00
Telephone / Internet	63530	17,125.77	19,100.00	(100.00)	19,000.00	19,500.00
Website Design & Maintenance	63535	2,785.00	2,700.00	500.00	3,200.00	3,200.00
Postage / Shipping	63540	2,908.14	2,900.00	0.00	2,900.00	2,900.00
Total Utilites and Services		132,447.05	150,200.00	(16,600.00)	133,600.00	133,100.00
Other Services						
Municipal Code Service	64320	395.00	2,000.00	(500.00)	1,500.00	1,500.00
Personnel Recruit & Pre-Employment	64545	2,953.00	7,000.00	(3,500.00)	3,500.00	4,000.00
Member/Dues/Contributions	64550	42,554.19	48,500.00	7,500.00	56,000.00	56,000.00
Ad/Promotion City Cncl	64555	875.00	1,200.00	20.00	1,220.00	1,220.00
Legal Advert	64560	3,827.17	6,200.00	(4,700.00)	1,500.00	1,600.00
Books and Periodicals	64565	1,756.80	1,900.00	(400.00)	1,500.00	1,500.00
Strategic Planning	64570	10,733.17	10,000.00	1,000.00	11,000.00	11,000.00
Misc Expenses	64580	870.60	0.00	1,000.00	1,000.00	1,000.00
Election Cost	64588	5,132.55	5,000.00	4,500.00	9,500.00	9,500.00
Total Other Services		69,097.48	81,800.00	4,920.00	86,720.00	87,320.00
Outside Services						
Training Police	63605	33,826.03	46,600.00	(23,000.00)	23,600.00	35,000.00
Other Permits Pw/Engnr	63610	0.00	1,200.00	(1,200.00)	0.00	0.00
Liability/Prop Non-Dpt	63620	86,487.18	71,400.00	13,600.00	85,000.00	85,000.00
Contractual Services - Audit	63625	34,954.21	30,250.00	4,750.00	35,000.00	36,000.00
Contactual Services - IT	63635	11,523.00	10,000.00	0.00	10,000.00	10,200.00
Contractual Services - Planning	63640	197,190.29	215,000.00	(65,000.00)	150,000.00	160,000.00
Contractual Services - Accounting	63645	31,731.45	35,000.00	0.00	35,000.00	35,000.00
Contractual Services - Legal	63650	145,483.24	150,000.00	0.00	150,000.00	150,000.00
Contractual Services - HR	63652	14,495.38	20,000.00	(10,000.00)	10,000.00	10,000.00
Contractual Services - PM	63653	1,520.00	50,000.00	(25,000.00)	25,000.00	25,000.00
Janitorial Fund	63660	3,424.29	4,000.00	0.00	4,000.00	4,000.00
Radio Dispatch Police	63665	5,321.24	76,000.00	1,520.00	77,520.00	77,520.00
Comm Hum Serv Non-Dept	63670	4,000.00	4,000.00	1,669.00	5,669.00	4,080.00
Total Outside Services		569,956.31	713,450.00	(102,661.00)	610,789.00	631,800.00
Auto Ops						
Auto Ops - Supplies / Equip	62710	9,973.25	22,500.00	(10,000.00)	12,500.00	13,500.00
Auto Ops - Fuel	62720	24,836.40	30,000.00	0.00	30,000.00	30,000.00
Auto Repair/Maintenance	63730	16,872.22	20,000.00	0.00	20,000.00	20,000.00
Auto Replacement	66735	89,411.75	89,500.00	(89,500.00)	0.00	0.00
Total Auto Ops		141,093.62	162,000.00	(99,500.00)	62,500.00	63,500.00

City of Del Rey Oaks
Proposed Fiscal Year 2020-2021
2-Year Budget

		Current Period Actual	Current FY 2019-2020	Increase (Decrease)	Proposed FY 2020-2021	Proposed FY 2021-2022
Police and Fire						
Fire Seaside	63810	150,637.50	200,850.00	8,000.00	208,850.00	210,000.00
Animal Regulation Fire	63820	480.00	1,600.00	(1,100.00)	500.00	500.00
Fund Jail & Prisoner	63830	0.00	100.00	0.00	100.00	100.00
Acjis System Police	63840	<u>4,668.02</u>	<u>7,000.00</u>	<u>0.00</u>	<u>7,000.00</u>	<u>7,000.00</u>
Total Police and Fire		155,785.52	209,550.00	6,900.00	216,450.00	217,600.00
Street Lighting and Storm Water						
Street Lighting	63910	10,388.69	15,000.00	0.00	15,000.00	15,300.00
Storm Water Project - Phase 4	64920	23,873.00	35,500.00	(12,500.00)	23,000.00	22,000.00
S.M.I.P.	64930	150.50	200.00	0.00	200.00	200.00
Sb 1473	64940	<u>57.84</u>	<u>100.00</u>	<u>0.00</u>	<u>100.00</u>	<u>100.00</u>
Total Street Lighting and Storm Water		34,470.03	50,800.00	(12,500.00)	38,300.00	37,600.00
Capital Improvement						
2020 Slurry Seal Project	63955	19,802.50	200,000.00	(180,000.00)	180,000.00	200,000.00
Solar Project on City Hall	63955	0.00	80,000.00	(80,000.00)	80,000.00	0.00
South Boundary Road Sewer Design Project	63955	<u>0.00</u>	<u>50,000.00</u>	<u>(50,000.00)</u>	<u>50,000.00</u>	<u>0.00</u>
Total Capital Improvement		19,802.50	330,000.00	(310,000.00)	310,000.00	200,000.00
Debt Service						
Principal - Fora Loan	65101	552,961.82	552,900.00	(552,900.00)	0.00	0.00
Total Debt Service		<u>552,961.82</u>	<u>552,900.00</u>	<u>(552,900.00)</u>	<u>0.00</u>	<u>0.00</u>
Total Expense		<u>3,881,768.48</u>	<u>4,983,210.00</u>	<u>(1,327,676.00)</u>	<u>3,945,534.00</u>	<u>3,910,813.00</u>
Net Income		<u>665,309.12</u>	<u>240.00</u>	<u>500,778.00</u>	<u>211,018.00</u>	<u>406,780.00</u>

RESTRICTED FUNDS						
		Current Period Actual	Current FY 2019-2020	FY 19-20 to FY 20-21 Difference	Proposed FY 2020-2021	Proposed FY 2021-2022
Revenue						
Other Financing Sources						
Gas Tax 2103	47010	8,081.92	6,200.00	2,300.00	8,500.00	8,500.00
Gas Tax 2105	47020	5,572.06	9,400.00	(2,900.00)	6,500.00	6,500.00
Gas Tax 2106	47030	5,117.68	8,870.00	(2,870.00)	6,000.00	6,000.00
Gas Tax 2107	47040	6,661.88	12,270.00	(4,270.00)	8,000.00	8,000.00
Gas Tax 2107.5	47050	1,000.00	1,000.00	0.00	1,000.00	1,000.00
Measure X Advance	47774	683,148.74	676,800.00	(676,800.00)	0.00	0.00
Measure X	47775	0.00	0.00	70,000.00	70,000.00	80,000.00
SB 1 Funds	47777	26,643.88	26,760.00	0.00	26,760.00	26,700.00
Total Other Financing Sources		<u>736,226.16</u>	<u>741,300.00</u>	<u>(614,540.00)</u>	<u>126,760.00</u>	<u>136,700.00</u>
Total Revenue		<u>736,226.16</u>	<u>741,300.00</u>	<u>(614,540.00)</u>	<u>126,760.00</u>	<u>136,700.00</u>
Expense						
Capital Improvement						
Debt Service on Measure X Advance	65103	0.00	0.00	0.00	70,000.00	80,000.00
Capital Improvements	63955	19,802.00	330,000.00	(310,000.00)	310,000.00	200,000.00
Total Capital Improvement		<u>19,802.00</u>	<u>330,000.00</u>	<u>(310,000.00)</u>	<u>380,000.00</u>	<u>280,000.00</u>
Total Expense		<u>19,802.00</u>	<u>330,000.00</u>	<u>(310,000.00)</u>	<u>380,000.00</u>	<u>280,000.00</u>
Net Income		<u>716,424.16</u>	<u>411,300.00</u>	<u>(304,540.00)</u>	<u>(253,240.00)</u>	<u>(143,300.00)</u>
AIRPORT POLICE SERVICES AGREEMENT						
Description	Cost	Notes				
FY 2018-2019						
Salary	\$571,943					
Benefits	\$322,865					
Outside Services	\$62,600					
Equipment and Supplies	\$47,500					
Vehicle Operations	\$27,500					
Training	\$20,000					
Admin	\$45,000					
One Time Credit- Airport Vehicles/Equip	<u>(\$65,000)</u>					
Total	\$1,032,408	Approx. 9 Months of contract was \$758,056				
FY 2019-2020						
Prior Year Budget (No one time credit)	\$1,097,400	Includes \$45,000 Admin				
Plus 2.5%	<u>\$27,400</u>					
Total	\$1,124,800					
FY 2020-2021						
Prior Year Budget	\$1,124,800	Includes \$45,000 Admin				
Plus 2.5%	\$28,120					
Minus 12.94% one-time cost reduction to assist Airport with COVID-19 decreases in revenue	<u>(\$149,258)</u>	(\$121,138) prior to annual 2.5% increase				
Total	\$1,003,662					
FY 2021-2022						
Prior Year Budget (No COVID decrease)	\$1,152,920	Includes \$45,000 Admin				
Plus 2.5%	<u>\$28,823</u>					
Total	\$1,181,743					
FORA FUNDING ALLOCATIONS						
Purpose		Current Period Actual	Current FY 2019-2020	FY 19-20 to FY 20-21 Difference	Proposed FY 2020-2021	Proposed FY 2021-2022
Intersection - GJM & SBR		0.00	1,056,168.00	(1,056,168.00)	1,056,168.00	0.00
South Boundary Road		0.00	7,268,813.00	(7,268,813.00)	7,268,813.00	0.00
SBR Consulting & Contractions		0.00	518,564.00	(518,564.00)	518,564.00	0.00
Joint Facilities District Agrmnt		0.00	748,071.00	(748,071.00)	748,071.00	0.00
Total Funding All Accounts		<u>0.00</u>	<u>9,591,616.00</u>	<u>(9,591,616.00)</u>	<u>9,591,616.00</u>	<u>0.00</u>

RESOLUTION NO. 2020-16
A RESOLUTION OF THE CITY OF DEL REY OAKS ESTABLISHING
SALARIES FOR THE FISCAL YEAR 2020-2021

BE IT RESOLVED by the City Council of the City of Del Rey Oaks, as follows:
That for the fiscal year 2020-2021, commencing July 1, 2020 the following salary plan is adopted.

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
City Manager					15,000.00
BI-WEEKLY	Per Contract				7,500.00
HOURLY RATE					86.54
					180,000.00
Deputy City Treasurer	6,642.92	6,999.25	7,349.25	7,716.75	8,102.58
BI-WEEKLY	3,321.46	3,499.63	3,674.63	3,858.38	4,051.29
HOURLY RATE	38.32	40.38	42.40	44.52	46.75
Deputy City Clerk	5,034.50	5,299.50	5,578.42	5,872.08	6,181.17
BI-WEEKLY	2,517.25	2,649.75	2,789.21	2,936.04	3,090.58
HOURLY RATE	29.05	30.57	32.18	33.88	35.66
Chief of Police					13,916.67
BI-WEEKLY	Per Contract				6,958.33
HOURLY RATE					80.29
					167,000.00
Police Commander	7,031.08	7,401.17	7,790.75	8,200.83	8,610.92
BI-WEEKLY	3,515.54	3,700.58	3,895.38	4,100.42	4,305.46
HOURLY RATE	40.56	42.70	44.95	47.31	49.68
Police Sergeant	6,205.42	6,532.08	6,858.75	7,201.75	7,743.25
BI-WEEKLY	2,816.55	2,957.70	3,104.64	3,260.00	3,423.78
HOURLY RATE	35.80	37.69	39.57	41.55	44.67
Police Corporal	5,780.00	6,084.18	6,388.42	6,707.83	7,043.25
BI-WEEKLY	2,890.00	3,042.09	3,194.21	3,353.92	3,521.63
HOURLY RATE	33.35	35.10	36.86	38.70	40.63
Police Officer	5,351.75	5,633.50	5,914.00	6,209.75	6,520.25
BI-WEEKLY	2,675.88	2,816.75	2,957.00	3,104.88	3,260.13
HOURLY RATE	30.88	32.50	34.12	35.83	37.62
	4,020.98	4,222.02	4,436.11	4,657.81	4,888.20
Public Works Employee 1	4,467.08	4,702.25	4,949.75	5,210.33	5,484.58
BI-WEEKLY	2,233.54	2,351.13	2,474.88	2,605.17	2,742.29
HOURLY RATE	25.77	27.13	28.56	30.06	31.64
Temporary/Part Time Employees					
BI-WEEKLY	Up to this amount, at the discretion of the City Manager				N/A
HOURLY RATE					50.00

1. City Council Members shall be paid the sum of \$100.00 per month for attendance at all regular and special council meetings unless previously granted a leave of absence with pay, or unless excused by the Mayor.

2. All Employees of the City pay the full employee paid percent contribution to each employee's PERS account.

3. The Police Chief and City Manager's salaries are per individual contract.

4. Police Reserve officers are paid at a rate of \$30.00 per hour worked.

PASSED AND ADOPTED at a regular meeting of the Del Rey Oaks City Council duly held on June 23, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest:

Alison Kerr, Mayor

Danial D. Pick, City Clerk

RESOLUTION NO. 2020-17

A RESOLUTION OF THE CITY OF DEL REY OAKS ESTABLISHING A POSITION CONTROL LIST FOR THE FISCAL YEAR 2020-2021

-oOo-

Position	Actual 2019-20	Proposed 2020-21	Proposed 2021-22
City Manager	1.00	1.00	1.00
Deputy City Treasurer	0.00	1.00	1.00
Assistant to the City Manager	1.00	0.00	0.00
Deputy City Clerk	1.00	1.00	1.00
Administrative Assistant	.50	.50	.50
Chief of Police	1.00	1.00	1.00
Commander	1.00	1.00	1.00
Sergeant	3.00	3.00	3.00
Police Officer	6.00	(1 frozen) 5.00	6.00
Maintenance	1.00	1.00	1.00
Total Positions	<u>15.50</u>	<u>14.50</u>	<u>15.50</u>

PASSED AND ADOPTED at a regular meeting of the Del Rey Oaks City Council duly held on June 23, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Alison Kerr, Mayor

ATTEST:

Danial D. Pick, City Clerk

RESOLUTION NO. 2020-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL REY OAKS ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2020-2021 PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION

-oOo-

WHEREAS, Article XIII B of the California Constitution provides that the total annual appropriations subject to limitation of each governmental entity, including this City, shall not exceed the appropriation limit of such entity of government for the prior year adjusted for changes in the cost of living or personal income and population, except as otherwise provided for in said Article XIII B and implementing State statutes; and

WHEREAS, pursuant to said Article XIII B of said California Constitution, and 7900 et seq. of the California Government Code, the City is required to set its appropriations limit for each fiscal year; and

WHEREAS, the City Council of the City of Del Rey Oaks has interpreted the technical provisions of said Proposition 4 computations and has caused a technical review to be made of the documentation for the City's said appropriation limitation, and has caused the numbers upon which the City's appropriation limit was and is based to be calculated on the basis of increase/decrease in city or county population; and

WHEREAS, based on such calculations the City Clerk has determined the said appropriation limit and pursuant to Section 7910 of said California Government Code has made available to the public the documentation used in the determination of said appropriation limit;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Rey Oaks, California that said appropriation limit for fiscal year 2020-2021 shall be and is hereby set in the amount of \$4,777,490 for said fiscal year. The Appropriations from Proceeds of Taxes Subject to the Limit is \$2,650,115.

Therefore, the City's Appropriations Subject to the Limit are under the Appropriations Limit.

PASSED AND ADOPTED at a regular meeting of the Del Rey Oaks City Council duly held on June 23, 2020 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Alison Kerr, Mayor

ATTEST:

Danial D. Pick, City Clerk

CITY OF DEL REY OAKS
APPROPRIATIONS LIMIT CALCULATION
FY 2020-21

SCHEDULE 1

2019-20 Appropriation Limit		<u>\$4,620,020</u>
Add: 2019-20 Multiplier	x	<u>1.0341</u>
2019-20 Appropriation Limit		<u><u>4,777,490</u></u>

Note: The multiplier is calculated based on information provided by the State Department of Finance as follows:

California per Capita personal Income	3.73 percent
Change in County's population:	-0.31 percent

Convert the above percentages to factors and multiply

	1.0373
x	<u>0.9969</u>
FY 2020-21 Multiplier	<u><u>1.0341</u></u>

CITY OF DEL REY OAKS
 SCHEDULE TO CATEGORIZE REVENUE
 FY 2020-21

SCHEDULE 2

	PROCEEDS FROM TAXES	NON-PROCEEDS FROM TAXES
<u>GENERAL FUND</u>		
<u>TAXES</u>		
PROPERTY TAXES	624,200	
SALES TAX	1,045,500	
OTHER TAXES	830,000	
FRANCHISE FEES		172,400
<u>LICENSES AND PERMITS</u>		287,290
<u>FINES AND PENALTIES</u>		12,000
<u>INTERGOVERNMENTAL</u>		112,500
<u>USE OF PROPERTY</u>		125,000
<u>CHARGES FOR SERVICES</u>		1,074,342
<u>OTHER REVENUE</u>		20,000
<u>MX - TRANSPORTATION SAFETY & INVESTMENT</u>	70,000	
<u>SB1 ROAD MAINTENANCE & REHAB</u>	26,700	
<u>SPECIAL GAS TAX FUND</u>	30,000	0
<u>ALL FUNDS</u>		
INVESTMENT EARNINGS	23,715	16,285
	2,650,115	1,819,817
<u>INVESTMENT EARNINGS DISTRIBUTION</u>		
PROCEEDS FROM TAXES	2,626,400	59.29%
NON-PROCEEDS FROM TAXES	1,803,532	40.71%
	4,429,932	100.00%
General Fund	40,000	
Measure X Transportation Fund	0	
SB1 Road Maintenance Fund	0	
Special Gas Tax Fund	0	
Total Investment Earnings	40,000	

CITY OF DEL REY OAKS
APPROPRIATIONS SUBJECT TO LIMITATION
FY 2020-21

SCHEDULE 3

Proceeds of Taxes	2,650,115
Exclusions:	<u>0</u>
Appropriations Subject to Limitation	2,650,115
Appropriations Limit	<u>4,433,366</u>
Appropriations Over/(Under) Limit	<u><u>(1,783,251)</u></u>

RESOLUTION NO. 2020-19

A RESOLUTION OF THE CITY OF DEL REY OAKS ESTABLISHING A PROMOTION FUND FOR THE FISCAL
YEAR 2020-2021

-oOo-

BE IT RESOLVED by the City Council of the City of Del Rey Oaks, as follows: That for the promotion and advertising of the City for the fiscal year 2020-2021 there is appropriated the sum of \$1,500.00, payable at the monthly rate of \$125.00, which shall be paid to the Mayor, for her discretionary use, as other claims are paid by the City. Said sum shall be paid monthly without itemization. Said sum shall be charged to the Advertising and Promotion Funds of said City.

PASSED AND ADOPTED at a regular meeting of the Del Rey Oaks City Council duly held on June 23
2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Alison Kerr, Mayor

ATTEST:

Danial D. Pick, City Clerk

RESOLUTION NO. 2020-20

A RESOLUTION APPROVING THE EXPENDITURE PLAN OF FUNDS FROM THE SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND

-oOo-

WHEREAS, SB 736 provides for the allocation of funds from the Supplemental Law Enforcement Services Fund for distribution to counties through the Citizens' Option for Public Safety (COPS) Program for further distribution to local agencies;

WHEREAS, SB 736 prohibits said distribution by counties until a city provides a spending plan for said funds, which must be spent for front-line law enforcement services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Rey Oaks that it does hereby approve the expenditure of funds received from the Supplemental Law Enforcement Services Fund through the Citizens' Option for Public Safety (COPS) Program, for the following:

1. Continued employment of a full-time police officer who was hired with said funds previously received.
2. Un-programmed overtime for police officers.
3. Un-programmed training for police officers.

PASSED AND ADOPTED by the City Council of the City of Del Rey Oaks at a regular meeting duly held on June 23, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Alison Kerr, Mayor

ATTEST:

Danial D. Pick, City Clerk

RESOLUTION NO. 2020-21

A RESOLUTION ADOPTING A FEE SCHEDULE FOR CERTAIN CHARGES FOR CITY SUBDIVISION,
PLANNING AND RELATED SERVICES AND CERTAIN CHARGES FOR CITY SERVICES

-oOo-

BE IT RESOLVED by the City Council of the City of Del Rey Oaks that attached Exhibit A Planning and Related Fee Schedule for subdivisions, planning and other related services furnished by the City, is hereby adopted, effective immediately.

PASSED AND ADOPTED by the City Council of the City of Del Rey Oaks at a regular meeting duly held on June 23, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Alison Kerr, Mayor

ATTEST:

Danial D. Pick, City Clerk

City of Del Rey Oaks Fee Schedule Establishing Certain Fees Effective July 1, 2020

CITY OF DEL REY OAKS FEE SCHEDULE		FEE
Planning		
Architectural Review Committee Review:		
Commercial		
Major	(New commercial)	\$1,990
Minor	(Commercial additions, remodels, exterior tenant improvements,	\$620
Residential		
Major	(New one or two-story buildings, or second-story additions)	\$840
Minor	(One-story additions, exterior alterations to one-story buildings or one-story of a two-story)	\$200
Architectural Review Committee Sign Review:		
Major	(Large monument signs, multiple freestanding signs, pole signs, internally illuminated signs)	\$680
Minor	(All signs not included above)	\$120
	Architectural Review/Solar Panels	No Fee
Appeal Fees		
	Appeals of Planning Commission Decisions to City Council	\$370
	Appeals of Staff Decisions/Home Occupation Permits	\$170
Environmental Review		
	Environmental Impact Report	contract price + 17%
	Environmental Initial Study Leading to a Negative Declaration (Excludes Fish and Game Fee and technical studies)	\$3,570
	Environmental Exemption	\$100
Use Permits		
Master	(Projects requiring environmental review and/or multiple permits)	\$4,000 deposit
Major	(Commercial, industrial, multi-family, cannabis)	\$2,990
Minor	(Single-family residential uses)	\$820
Cannabis		
	Annual Cannabis Business Permit	\$5,000
	Cannabis Tax	5% of Gross Receipts
Short Term Rental		
New	One-time approval fee Whole Home or Home Share	\$820
Annual	Whole Home	\$500
	Home Share	\$250
Permits		
	Home Occupation (Business) Permit due every year	\$150
	Home Occupational Use Permit Application Fee	\$10
	Permit Extension	\$780
	Reopen Permit	\$850
	Special Permits (Temporary use)	\$280
	Special Sign Permit (Temporary window/banner sign)	\$170
	Investigative fee for work without permit(s)	Cost of the permit
	Missed Inspections or work not complete	\$95/hour
	Electrical/Plumbing/Mechanical Permit	\$125
	Grading Permit Fee	\$120
	Tree Removal/Significant Alteration Permit	\$50
	Residential Property Inspections Reports - Single Family Dwelling	\$250
	Duplicate Job Card	\$25
Variance Permit		
Master	(Multiple variances for commercial, multi-family or industrial projects)	\$1,410
Major	(One variance {coverage, height, parking adjustments} for commercial, multi-family or industrial sites)	\$980
Minor	(One variance - residential fences, setbacks, parking, etc.)	\$820

CITY OF DEL REY OAKS FEE SCHEDULE		FEE
Engineering		
Encroachment Permit (Residential)		\$250
Encroachment Permit (Commercial)	\$300 plus 2% of cost of public improvements requires plan check	
Street Opening Permit (Residential)		\$250
Street Opening Permit (Commercial)	\$300 plus 2% of cost of public improvements requires plan check	
Driveway, Curb, Gutter, Sidewalk Permit		\$150
Construction Activity Road Impact Fee	1% of the sum of the building permit's project valuation	
Storm Water Review & Inspection Fee		\$250 plus \$95/hour for plan review & inspection
Zoning Permits		
R-1 District		\$100
D District (Condo.)		\$100
Hotel/motel/multi-family		\$200
1-7 units		\$925
8-36 units		\$125/unit
>36 units		Negotiated fee for cost of service
Commercial & Industrial		
<15,000 sf		\$500+140 K/sf
>15,000		Negotiated fee for cost of service
Additional meetings		\$400
Reclassification or Rezoning		
Major text (alterations of existing sections)		\$1,500 Deposit/cost of service
Minor text (addition of new section)		\$1,000/1st section charged+\$300 for each additional section
Standard Subdivision Map		
Tentative		\$1,800 + \$100/lot
Exceptions		\$700/lot w/exceptions
Minor		\$1,600
Exceptions		\$700/lot w/exceptions
Additional meetings for minor text amendments		\$120
Final Map		
Processing		\$750 + \$60/lot
Parcel Map		\$600 per map
Lot Line Adjustment		\$1,000
General Plan Amendment		
Minor Text (alterations of existing sections)		Contract Cost plus 10%
Major Text (addition of new sections)		Contract Cost plus 15%
Printed Material		
Copies		\$0.20 per page
R-1 Guidelines		\$10
Commercial Guidelines		\$10
Council Packet Yearly Subscription		\$180
Sign Ordinance		\$10
Subdivision Ordinance		\$10
Zoning Ordinance Text		\$15
General Plan Text		\$20
Development Agreement		
<p>Consultant fee, plus 30% of consultant fees to cover normal staff costs, plus 15% of consultant fee as a contingency fund to cover unanticipated costs, plus duplication. These fees shall be considered advances and should the actual cost be less than the fee advanced, the excess shall be returned to the applicant; should the actual cost be more than the fee advanced, the difference shall be paid by the applicant.</p> <p>Applicant shall, in addition to those fees listed in this fee schedule, pay the actual cost of legal advertising.</p> <p>It is the City policy and requirement that processing of development or planning projects be fully cost recoverable. Application fees are intended to reimburse the City for minimal costs incurred for the normal or routine amount of time necessary to process applicant's requests. If additional or other unusual time is required on a particular project, then the developer/applicant will be charged for these additional costs to the City, plus a 30% administrative overhead fee.</p>		

CITY OF DEL REY OAKS FEE SCHEDULE		FEE
SERVICES		
Reports		
Accident Report		\$25
Police Report		\$25
Police / Fire Fees		
Hazardous Materials / Fire Response fee/Traffic Accident - (Fire presence required)		\$2,500
False Alarm / Fire Response / Fire Alarm - Sprinkler System (Fire presence required)		\$2,500
Fingerprinting - Hard Card		\$25 per card
Fingerprinting - Livescan		\$70
Special Events		\$125 per hour
Vehicle Repossession		\$25
Vehicle Storage Release		\$250
Citation Sign-Off		\$25
VIN Verification		\$25
Police Shoulder Patch Request		\$20
False Police Alarm Fees		
1st alarm within 60 days		No Charge
2nd alarm within 60 days		\$150
Subsequent Alarms		\$250
Duplication Fees		
Duplication of Audio Tape		\$50 Each
Duplication of DVD (Council Meeting, Etc.)		\$50 Each
Duplication of DVD / Police Photos		\$50 Each
Enlargement of Photographs		City's cost
Returned Check Fee		
Stop Payment/NSF		\$35
Miscellaneous Fees		
Maps		\$5
Business License Application Fee		\$26
Dog park annual registration fee		Free membership - Replacement key \$10
County of Monterey Animal Services		Actual Cost to City to be paid by owner
Park Barbeque Reservation Fees:		
Residents:	Groups of 1 to 50	\$50
	Groups of 51 to 100	\$100
	Groups of 101 to 150	\$150
Non-Residents:	Groups of 1 to 50	\$100
	Groups of 51 to 100	\$150
	Groups of 101 to 150	\$200
Bounce House Permit		\$50
Temporary Day Use Permit		\$50
Old Town Hall Reservation Fees:		
Resident :	First 3 hours (per hour)	\$50
	Each additional hour	\$25
	Cleaning Fee	\$10
	Use Permit	\$50
	Refundable Cleaning/Damage Deposit	\$250
Non-Resident:	First 3 hours (per hour)	\$70
	Each additional hour	\$25
	Cleaning Fee	\$10
	Use Permit	\$50
	Refundable Cleaning/Damage Deposit	\$250
Non-Profit:	First 3 hours (per hour)	\$40
	Each additional hour	\$15
	Cleaning Fee	\$10
	Use Permit	\$50
	Refundable Cleaning/Damage Deposit	\$250

RESOLUTION NO. 2020-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL REY OAKS ESTABLISHING A MEMBERSHIP AND CONTRIBUTION SCHEDULE FOR THE FISCAL YEAR 2020-2021

-oOo-

WHEREAS, the City of Del Rey Oaks is represented by Council on several boards and commissions; and

WHEREAS, these memberships require annual dues to cover the cost of our representation on the board or commission; and

WHEREAS, the City also receives requests for funding donations from several local and regional organization; and

WHEREAS, the City staff have reviewed these requests and recommend either Fully Fund, Partially Fund or Do Not Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Rey Oaks, California that the attached chart designates the level of funding approved by the City Council for said fiscal year.

PASSED AND ADOPTED at a regular meeting of the Del Rey Oaks City Council duly held on June 23, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED

Alison Kerr, Mayor

ATTEST:

Danial D. Pick, City Clerk

Membership and Contribution Schedule

Agency	FY 19-20 Payments	FY 20-21 Requests		Staff Recommendation Fully Fund (FF) Partially Fund (PF) Do Not Fund (DNF)
		Memberships	Contributions	
Association of Monterey Bay Area Governments	\$883	\$883		FF
CA Law Enforcement Assoc. of Records Supervisors, Inc.	\$50	\$50		FF
CA Peace Officers Association	\$125	\$125		FF
CA Police Chiefs Association	\$440	\$440		FF
Center for Education & Employment Law	\$159	\$159		FF
Community Human Services	\$4,000	\$4,000	\$1,669	FF
Del Rey Oaks Citizens Action Group			\$5,000	DNF
FBI-LEEDA	\$50	\$50		FF
League of California Cities	\$1,148	\$1,148		FF
MCCLEOA	\$150	\$150		FF
Monterey Bay Area Manager's Group	\$10	\$10		FF
Monterey Bay Defense Alliance		\$500		FF
Monterey Bay Economic Partnership	\$2,500	\$2,500		FF
Monterey Bay Unified Air	\$815	\$815		FF
Monterey County Business Council		\$500		FF
Monterey County Convention & Visitor Bureau	\$1,000		\$1,000	DNF
Monterey County Film Commission			\$500	DNF
Monterey County Mayor's Association	\$1,500	\$1,500		FF
Monterey Peninsula Chamber of Commerce	\$480	\$480		FF
Police Exec Research Forum	\$150	\$150		FF
PORAC LDF	\$150	\$150		FF
Public Agency Risk Management Association	\$150	\$150		FF
Sustainable Del Rey Oaks			\$1,000	DNF
Transportation Agency for Monterey County	\$552	\$552		FF
United Way Monterey County			\$5,000	DNF
Total	\$14,312	\$14,312	\$14,169	
Recommended Appropriations		<u>\$15,981</u>		



CITY OF DEL REY OAKS

Staff Report

DATE: June 23, 2020

TO: Honorable Mayor and City Council

FROM: Jeffrey J. Hoyne, Chief of Police

SUBJECT: Approve the Agreement for 911 Emergency Communications Services/Governance and authorize the City Manager to execute the Agreement.

CEQA: This action does not constitute a project within the meaning of Section 15378(a) of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly. If this action is found to be a project under CEQA, it is exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

Recommendation

Approve an Agreement for 911 Emergency Communications Services and Governance between the City of Del Rey Oaks, the County of Monterey, and various other local public agencies. Authorize the City Manager to execute the Agreement.

Background

The City of Del Rey Oaks, along with 17 additional public agencies, utilize the Monterey County Emergency Communications Center (MCECC) for emergency communications services. These services include emergency call taking, call logging, and 911 dispatching. The City has participated in a similar agreement since at least 2001. This new agreement defines the governance structure more clearly and defines operational and administrative rights and responsibilities in more detail. It does not expose the City to any new fiscal or legal responsibilities.

Discussion

The MCECC is the only service provider in Monterey County that is equipped to handle 911 and dispatch services for the City for its police and fire services. The benefits of this service include professional emergency communications services, coordinated public safety communications among regional agencies, and reduced expenditures through regional cost sharing. Staff has reviewed the agreement and discussed the agreement with the 911 Emergency Communications Executive and Operational boards and recommends approving this agreement.

Fiscal Impact

The City of Del Rey Oaks spends approximately \$70,000 a year on emergency communications services for police operations. Fifty percent of that is shared with the Monterey Peninsula Airport District through the City's police services agreement with the District. The City's portion of fire

service dispatch is included in the Seaside Fire Services contract. There are no new anticipated costs to the City at this time.

Recommended Action

Approve the Agreement for 911 Emergency Communications Services.

Authorize the City Manager to execute the Agreement.

Attachments:

Agreement for 911 Emergency Communications Services

Respectfully Submitted,

Jeffrey J. Hoyne

Approved by
Dino Pick
City Manager

**AGREEMENT
FOR 9-1-1 EMERGENCY COMMUNICATIONS SERVICES AND
GOVERNANCE**

This agreement is made and entered into as of the date of last signature, by and between the County of Monterey, a political subdivision of the State of California (“County”) and the Cities, Fire Districts, and other organizations listed below (County and these entities are, collectively, the “Parties”):

	Fire	Police
City of Carmel-by-the-Sea	X	
City of Del Rey Oaks		X
City of Gonzales	X	X
City of Greenfield	X	X
City of King	X	X
City of Marina	X	X
City of Monterey	X	X
City of Pacific Grove	X	X
City of Salinas	X	X
City of Sand City		X
City of Seaside	X	X
City of Soledad	X	X
Monterey County Regional Fire Protection District	X	
North County Fire Protection District of Monterey County	X	
Big Sur Fire Brigade	X	
Miscellaneous Agencies		
California State University, Monterey Bay		X
Monterey Peninsula Airport District	X	X
Correctional Training/ Salinas Valley State Prison	X	X

RECITALS

WHEREAS, the Parties desire to participate in a countywide public safety communications and emergency 9-1-1 dispatch system, hereinafter “System,” consisting of all necessary 9-1-1 call taking, logging, dispatching, communications, and other related services and technology for law enforcement, fire, emergency medical, and other services;

WHEREAS, the Parties desire to collaborate as partners to better serve the public with the understanding that a formal structure will enable the County to work with representatives of the Parties and users of the System to achieve clear policy direction and consistent coordination regarding emergency dispatch services;

WHEREAS, the County, through its Department of Emergency Communications and under the governance of the Board of Supervisors, is willing and able to furnish such services through a mutually agreeable cost sharing plan;

WHEREAS, the Parties agree that there will be mutually owned and/or licensed equipment and resources such as, but not limited to: facilities for housing staff or equipment; radio communications sites, radio consoles, frequencies, radio equipment, telephone system(s), a computer aided dispatch system and other shared infrastructure that exists today and may be installed in the future;

WHEREAS, the Parties desire to work in partnership to provide direction and decision-making on items such as operations, budget, strategy, and vision as they pertain to the County's provision of emergency call taking, non-emergency call taking, fire, law enforcement and medical dispatching, and associated emergency communications services; and

WHEREAS, the County has previously provided these services pursuant to a written agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS

- A Assets: Real estate, structures, equipment, and intellectual property dedicated to, used by, or generated for use in the 9-1-1 communications system and associated emergency services. "County Assets" include property purchased or otherwise acquired by the County, without financial contributions from other member Agencies. "System Assets" include property purchased or otherwise acquired by the Parties in common. Those Parties that did not contribute to the purchase, acquisition, or generation of an asset do not hold ownership rights in that asset.
- B County: The County has several roles as administrator of the system, provider of services, and as a recipient of services. A "County Service Department" refers to a department of the County that directly bills Emergency Communications for services.
- C County Board of Supervisors: The Board of Supervisors for Monterey County, pursuant to Government Code section 25000, is the governing body for Monterey County. It has final authority regarding all aspects of the 9-1-1 system, including budget, for delivery of emergency communications services.
- D COWCAP: County-wide Cost Allocation Plan. The COWCAP is the mechanism used by the County to bill overhead charges to County departments.
- E Director: The Director of the Monterey County Emergency Communications Department, a County employee, as further described herein.

- F Emergency Communications Department (ECD): A County department that provides emergency communications services.
- G Emergency Medical Service (EMS) Agency. An agency within the County Health Department works with partners to provide medical care to pre-hospital emergency patients by maintaining an EMS system, paramedic/ambulance franchise.
- H Executive Board: The Executive Board is comprised of certain executives of the Parties and represents the Parties as specified in this agreement.
- I Fiscal Year: A "Fiscal Year" is defined as the Fiscal Year for the County of Monterey from July 1 of each year to June 30 of the following year.
- J Emergency Communications Boards: The Emergency Communications Boards are the Executive Board and the Operations Board whose responsibilities are specified in this agreement.
- K Information Technology Department (ITD): A County department that provides infrastructure, operations, and maintenance services for the County's emergency communications systems.
- L Operations Board: The Operations Board is comprised of certain Chiefs of the law enforcement and fire protection agencies that are Users, as defined below, directly receiving services as specified in this agreement.
- M Parties: The County and the Cities, Fire Districts, and other organizations that are signatory to this agreement.
- N User: any entity directly receiving emergency communications services from the County through ECD, including County Departments, such as but not limited to, the Monterey County Sheriff and the Emergency Medical Services vendor utilized by Monterey County, and including the public safety departments and sub-entities of the Parties to this agreement. The Parties understand and agree that each Party may have one or more Users of ECD services pursuant to this agreement.
- O Miscellaneous Agencies: Agencies such as Municipal, State and Federal entities that that contract for services with the County of Monterey for Emergency Communications, e.g. State College and Correctional Facilities.

2. DIRECTOR OF EMERGENCY COMMUNICATIONS

- A The Director of the Emergency Communications Department is a County of Monterey department head position.
- B The duties of the Director of the Emergency Communications Department (the Director) are to plan, organize, coordinate, administer, and direct all activities of the Emergency Communications Department.
- C The Director shall be selected by the County Administrative Officer (CAO).

1. In the selection of the Director, the CAO shall seek concurrence from the Executive Board, but the CAO shall retain authority to select, hire, evaluate, discipline and release the Director.
2. In reviewing the performance of the Director, the CAO shall consult with the Executive Board, and shall receive a written statement from the Executive Board regarding the Director's performance in meeting the standard herein, which will become part of the overall review, but all personnel evaluation decisions regarding the Director shall be the sole purview of the CAO.

D The Director will consult with the Emergency Communications Boards (EC Boards) in matters related to ECD operational priorities, financial and budgetary requirements, policies and problem solving. ECD operational decisions shall be the sole purview of the County, acting through the Director.

E The Director, at the request of the Executive Board, will seek accreditation from an appropriate accreditation group.

3. EMERGENCY COMMUNICATIONS BOARDS

A The Parties agree to the formation of the Emergency Communications Boards to consult and advise on the emergency communications and dispatch services provided by the Monterey County Emergency Communications Department. Responsibilities of the EC Boards are defined herein. For those items where the EC Boards do not have direct responsibility, such as, but not limited to, labor relations, the County shall coordinate and collaborate in good faith with the Parties through the EC Boards. The governance structure established by any other agreement affecting the delivery of 911 emergency communications, dispatch services and radio communications system (commonly referred to as "NGEN") is revoked to the extent that it conflicts with the governance structure established by this agreement.

B The EC Boards shall work in conjunction with the Director in developing a strategic plan for the delivery of emergency communications services.

4. EXECUTIVE BOARD

A Voting members: Comprised of four City Managers---one city manager representing Salinas, one city manager representing the South County Cities of Gonzales, Greenfield, Soledad, and King City, one city manager representing the North Peninsula Cities of Marina, Seaside, and Sand City, and one city manager representing the South Peninsula Cities of Carmel-by-the Sea, Monterey, Del Rey Oaks, and Pacific Grove; plus one representative of the Fire Districts, one representative of the Monterey County Sheriff, and the County Administrative Officer, for a total of seven (7) voting Executive Board members. No designees will be allowed for these positions.

- B The three City Managers representing the South County Cities, North Peninsula Cities, and the South Peninsula Cities, and the Fire District representative will be selected by members of the Monterey Bay Area Manager's Group.
- C Each Voting Member will have one equally weighted vote. Voting Members must be Present for their vote to count. To be considered Present a Voting Member must attend in person or through Ralph M. Brown Act, Government Code section 54950-54963 (Brown Act) compliant remote attendance for their vote to count. The weight of each vote shall be dependent upon how many voting members are Present with the total weight always equaling 100% and a quorum must be Present for voting to occur.
- D A quorum shall be four of the voting members present who represent greater than 50% of the Center dispatch funding as delineated in the most recent dispatch billing statement.
1. All recommendations and other actions taken by the Executive Board pursuant to this agreement require a unanimous vote of a quorum at a duly noticed and conducted meeting, that includes the following non-voting advisors:
 - 1 Operations Board Chairperson or Vice Chair
 - 2 Monterey County Emergency Communications Department Director or their designee
 2. The following non-voting advisors of the Executive Board are NOT required to be present at a meeting for a vote on any recommendation or action are:
 - 1 Monterey County Emergency Medical Services Bureau Chief
 - 2 Monterey County Information Technology Department Director
 3. The presence or absence of an advisor at a meeting of the Executive Board shall not count towards establishing a quorum.
- E The Executive Board shall meet at least quarterly and shall give reasonable notice of all meetings to all Users and all Parties. Meetings of the Executive Board shall be conducted in compliance with the requirements of the Brown Act.
- F Executive Board meeting agendas will be physically posted and electronically posted on the Emergency Communications Department web site in accordance with Brown Act requirements.
- G The Executive Board shall elect a chair and such other officers as it sees fit. The Executive Board may establish procedures for its business and operations, create committees composed of the Party representatives or other persons, and perform such other acts that do not violate the terms of this agreement, the bylaws adopted by the Executive Board or applicable law.

H Tenure: In the event of removal, resignation, or death of a voting member of the Executive Board, the entity responsible for appointment of that member shall promptly appoint a successor to fill the position.

I Executive Board Duties

1. The Parties understand and agree that the Executive Board has the responsibility, under this agreement, to make recommendations that affect the costs, nature and scope of the emergency communications services provided to their organizations; all recommendations regarding the costs, nature, and scope of the emergency communications services provided to the Parties under this agreement shall be made at Executive Board meetings at which a quorum of voting members is present; all recommendations made by the Executive Board shall be enacted by a unanimous vote of the quorum.
2. From time to time, ECD's budget may be augmented pursuant to this Agreement to provide special funding as needed for reasons such as, but not limited to, purchase of special or upgraded equipment, replacement of failed equipment, purchase of emergency communications system software and hardware, and physical communications site upgrades; the Executive Board shall recommend equitable apportionment of such special costs among the Parties, as otherwise provided in this agreement.
3. The Executive Board may recommend that the County, acting through the Board of Supervisors, enter into binding service agreements on behalf of all Parties or it may recommend that a service is referred to the affected Users' governing bodies for approval before a service is implemented.
4. The Executive Board may make recommendations to the County, through ECD, regarding emergency communications services program and budget-related issues. Executive Board members shall be responsible for providing information on emergency communications services program and budget issues to the Users that they represent. Users shall present such information to their governing bodies, as they deem appropriate.
5. The Executive Board shall have responsibility to propose to the Parties fiscal policies that affect Parties and Users.
6. The Executive Board shall meet at least quarterly, provided a quorum can be present, to receive reports from the Director or designee on all policy matters pertaining to budget, personnel, equipment, operations, or fiscal issues which could affect costs to Users. The Executive Board may

- review items presented by the County, items initiated by members of Executive Board and items initiated by Parties and Users.
7. Notwithstanding the duties of the Executive Board to recommend policies regarding emergency communications services, where services provided or administered by ECD are not used by all the Parties, the representatives of those Parties using the respective services shall have primary responsibility for recommending policies with respect to those services; these policies shall not conflict with County-wide policies or other ECD departmental policies. Any costs of special services shall be the responsibility of the using Party(s). County will determine policy on unique services used by specified Parties, taking into account their recommendations, made pursuant to this provision.
 8. The Executive Board may appoint Standing and Ad Hoc Committee(s) as necessary to advise it on technical matters or to consider special issues.
 9. The Executive Board shall provide policy recommendations and input to the Director. Operational decisions on the delivery of 911 services shall be the sole purview of the County, acting through the Director as provided in **Section 2, subsection D** of this Agreement.
 10. The Executive Board may request financial or performance audit(s) of the Emergency Communications Department, including that the auditor be independent from the County. The costs of an independent financial audit shall be borne, proportionally, by the Parties as specified in this agreement. Upon the Executive Board's request for an audit, the Emergency Communications Department will cooperate in such audits.
 11. Bylaws. The Executive Board shall adopt bylaws consistent with this agreement, which may be amended from time to time. These by-laws shall be the guiding governance document for the Executive Board in performing its duties under this agreement. In the event of a conflict between the Executive Board's By-Laws and this agreement, this agreement shall prevail.
 - 1 The Executive Board shall provide 30-days advance notice to the Parties of any scheduled Executive Board meeting at which it will consider a proposal to amend the by-laws.
 - 2 Amendments to the bylaws must be approved using a weighted vote of the Executive Board per the voting requirements in **Section 4** of this Agreement.

5. OPERATIONS BOARD

- A Membership of the Operations Board consists of executives, or their designees, from three law enforcement agencies, three fire protection agencies, the Monterey County Sheriff, Salinas Police Chief, Salinas Fire Chief, and the Director of the County Emergency Communications Department, for a total of ten (10) members.
- B Representatives of the law enforcement agencies and the fire protection agencies will be selected by their respective Chiefs associations.
- C The Parties agree that attendance and full participation by all Operations Board members is crucial. A quorum shall be established for each meeting of the Operations Board. After 3 unexcused absences by any one member of the Operations Board, the entity or entities represented by that member shall appoint a different individual to serve as a member of the Operations Board.
- D Each member has one vote; there shall be no weighted voting.
- E The affirmative vote by a majority of a quorum of the voting members present at an Operations Board meeting is required for the Operations Board to take action.
- F Key responsibilities of the Operations Board include:
 - 1. Developing and recommending operational requirements for ECD provided services and capital improvements.
 - 2. Tasking internal User Groups to resolve issues, develop protocols; investigate technologies, and address other operational issues associated with emergency communications and dispatch services.
 - 3. Providing recommendations to the Executive Board on operational policies, goals, and operational enhancements, including those that have budgetary implications.
 - 4. Receive reports from the Director on service goals and the status on meeting those goals.
 - 5. Meets monthly and additionally as needed.
- G Duties
 - 1. The Operations Board shall provide operational policy recommendations to the Director through the Executive Board.
 - 2. The Operations Board shall have responsibility to provide recommendations regarding matters pertaining to operating policies that affect Users.
 - 3. The Operations Board shall receive reports from the Director or designee on all policy matters pertaining to budget, personnel, equipment, operations, or fiscal issues which could affect costs to Users and Parties. The Operations Board may review items presented by the County,

initiated by members of the Operations Board, and initiated by Users and Parties.

4. Where services are provided or administered by ECD, and are not used by all the Parties, the representatives of those Parties using the respective services shall have primary responsibility for recommending operational policies with respect to those services; these policies shall not conflict with County-wide policies or with ECD departmental policies. Any costs of special services shall be the responsibility of the using Party(s). County will determine policy on unique services used by specified Parties, taking into account their recommendations, made pursuant to this provision.
5. The Operations Board may appoint Standing and Ad Hoc Committee(s) as necessary to advise it on technical matters or to consider special issues.
6. In advance of addition of new technology or services that increase costs to User Agencies, the Operations Board shall identify and recommend cost sharing and funding mechanisms. This shall include technology and services that are funded by grants but that may have future additional costs such as for maintenance.
7. The Operations Board shall provide recommendations regarding management of System Assets such as, but not limited to: telecommunications equipment and computer aided dispatch equipment.
8. The Operations Board will recommend to the Executive Board, as it sees fit, programmatic performance audits and reviews of the Emergency Communications Department.
9. Bylaws. The Operations Board shall adopt bylaws consistent with this agreement, which may be amended from time to time. These by-laws shall be the guiding governance document for the Operations Board in performing its duties under this agreement. In the event of a conflict between the By-Laws and this agreement, this agreement shall prevail.
 - 1 The Operations Board shall provide 30-days advance notice to the Parties of any scheduled Operations Board meeting at which it will consider a proposal to amend the by-laws.
 - 2 Amendments to Operations Board bylaws must be approved by all members of the Operations Board.

6. USER GROUPS

- A The following User Groups shall meet as directed by their oversight organizations and serve as forums for discussion of dispatch-related issues:

1. The Dedicated Fire Dispatch (DFD) subcommittee of the Monterey County Fire Chiefs Association.
2. The Monterey County Law Enforcement Agency Association (MCLEAA) subcommittee of the Monterey County Chief Law Enforcement Officers Association.
3. Other Technical User Group(s) as needed.

B User Groups may make recommendations to the Operations Board.

7. COUNTY OBLIGATIONS

- A The County shall provide all answering services for calls made to the Emergency 9-1-1 telephone number.
- B The County shall provide all answering services for calls made to Users' non-emergency, secondary telephone numbers.
- C The County shall dispatch User law enforcement, fire, and emergency medical field units and shall provide associated services, including status reporting and activity reports.
- D The County, through the EMS Agency, will provide guidance on the treatment of emergency calls identified as "medical calls" received by ECD.
- E The County shall, upon agreement with the individual Parties, provide responses to urgent or emergency data inquiries made by Users' field units.
- F The County shall provide after-hours dispatch of User's non-public safety (administrative) staff in accordance with operating procedures mutually agreed to by the User and County.
- G The County will provide other additional public safety call taking/dispatch related services to User agencies as recommended by the Operations and Executive Boards. Costs associated with the additional services will be borne by the User agency pursuant to written agreement.
- H The County shall provide and maintain all necessary consoles, and telephone systems, located in its communications center(s).
- I The County shall operate, maintain, and otherwise manage all telecommunications sites and transmission media identified as components of the System that are necessary to facilitate the common, countywide public safety communications and emergency 9-1-1 dispatch system. All other mobile, base, and remote radio and data transmission equipment and terminals designed to serve an individual User exclusively shall be provided for and maintained at that User's expense.
- J County shall coordinate, administer, and maintain all systems defined by the EC Boards to benefit all Parties and Users, including development of standard operating procedures that may include training of Parties' and Users' staff to meet their responsibilities. All systems shall be maintained and operated

9-1-1 Emergency Services and Governance Agreement

consistent with applicable federal, state, and local laws, rules and regulations such as the State of California Department of Justice and Federal Communications Commission.

- K County, on behalf of all Parties, shall continue to seek grant opportunities, shall make applications for grants and other external sources of funds with authorization by the County Board of Supervisors, and shall utilize any such funds received to proportionately offset all Parties' portion of project expenses.
- L County shall provide technical expertise in emergency communications and dispatch services and as well as associated administrative services such as, but not limited to, human resources, budgeting, auditor, treasurer, and technical support.
- M County shall timely notify the EC Boards about pending County labor negotiations, County salary and benefit increases, County layoffs, County observance of winter recess, and similar, in so far as such issues could impact the delivery or costs of emergency communications services pursuant to this agreement. County will consider input provided by the EC Boards regarding the effects of such issues on their interests
- N With the approval of the County Board of Supervisors, County shall be the signatory on agreements with third-party vendors for services such as, but not limited to, support of systems required under this agreement.
- O County shall provide appropriate management and supervision for all emergency communications and dispatch services including associated administrative services. The EC Boards may identify alternate options for services that would otherwise be provided by County. Any alternative services determined feasible by the EC Boards may be recommended to County, which shall consider such recommendations in good faith subject to limitations of law.
- P The County shall bill to Users all costs associated with providing 9-1-1 emergency call taking, non-emergency call-taking, law enforcement dispatch, fire dispatch, emergency medical dispatch, and other emergency communications or associated services in accordance with **Section 14** of this agreement.
- Q The County will support, participate in, and cooperate with financial and programmatic audits and reviews of the Emergency Communications Department as recommended by the Executive and Operations Boards.
- R For direct and indirect costs that County will bill to Users as part of this agreement, County shall provide invoices or other available supporting documents in a timely manner and in accordance with **Section 14** of this agreement.

S County-requested projects requiring contribution from the Parties shall be submitted by the County, through the Director, to the Executive Board, in advance of incurring costs. The Executive Board shall make recommendations to the County on the projects and costs.

8. RESPONSIBILITIES OF THE USERS AND PARTIES

- A Each Party, through its representative on the EC Boards, shall assist in oversight of management and operation of the emergency communications system and system components and shall provide technical and operational input necessary for effective design and use of the system to meet individual and collective needs.
- B Each Party shall be responsible for communicating with its constituents and governing bodies about the emergency communications systems.
- C Each Party shall, at its own cost, be responsible for the procurement, maintenance, and replacement of its assets that are not System Assets. Such assets must be (1) compatible with the systems used by Monterey County Emergency Communications Department, (2) serve an individual User, and (3) used by that User's personnel at that Party's expense. Each Party shall pay all costs associated with those assets.
- D Each Party using Mobile Data Communications System (MDCS) equipment shall, at its own cost, be responsible for procurement and utilization of equipment that is compatible with and will interface with the County MDCS system in place at that time. Parties and Users, at their own cost, will be responsible for coordinating connectivity with Information Technology Department (ITD).
- E The Executive Board, with recommendations from the Operations Board, may recommend to the County cost sharing formulas on behalf of all Users for additional future communications services provided by the County.
- F All Parties shall provide information requested by the EC Boards such as device inventory, in a timely manner.
- G Each Party shall comply with future requirements as recommended by the Operations Board. This may include but is not limited to required operational agreements, training, or upgrades of systems to comply with state or federal requirements.
- H Where requested by Executive Board, all Parties shall cooperate in seeking grants or supporting the acquisition of external funding such as grants or earmarks. If any portion of the emergency communications system is funded with monies received by any Party pursuant to a contract with the State or Federal government, all Parties will comply, as required, with all the provisions of said contract, to the extent applicable to each Party. Upon request, the Party

which is the grantee shall deliver a copy of said contract or grant or earmark documentation to any requesting Party at no cost to the requestor.

9. TERM AND RENEWAL OF THE AGREEMENT

- A The Effective Date of this agreement shall be the date that all Parties have signed the agreement, with the County signing last. Simultaneous to the effective date of the agreement, the County and the Parties agree that the following agreements are revoked and are no longer in effect:
1. All pre-existing 9-1-1 Services Agreements including by-laws, addressing emergency communications and dispatch services in Monterey County.
- B The initial term of this agreement shall be for three years plus the remainder of the fiscal year that the agreement is executed, unless terminated sooner by mutual consent of all Parties.
1. Any Party seeking to withdraw may do so starting with the end of year three of the agreement and only after providing a two-year advance notice to the Executive Board and to all other Parties as specified in **Section 9, subsection D** below.
- C Upon completion of the initial three-year term, this agreement shall automatically be renewed for successive periods of two years.
- D Any Party seeking to withdraw may do so only after providing a two-year (24 months) advance written notice to (1) the Executive Board and (ii) to all other Parties. Notices of intention to withdraw shall be mailed or delivered to (i) each member of the Executive Board and (ii) to each Party at the address identified on the signature pages of this agreement.
- E If a Party withdraws pursuant to this Section, the agreement will remain valid for those Parties that have elected to remain party to this agreement and any costs that are shared among the Parties shall be reallocated to reflect proportionate share for the Parties continuing to participate. All costs for the remainder of the fiscal year that a party withdraws in is the responsibility of the withdrawing party.
- F In the event of withdrawal by a Party which is providing resources (such as licenses, site, or other resources) to the benefit of all Users, that resource shall be left intact and in service and that Party shall negotiate in good faith with the County and remaining Parties for continuing use of that resource.
- G Voluntary Withdrawal.
1. A withdrawing Party shall provide the EC Boards with written notice of intent to withdraw twenty-four (24) months before the effective date of withdrawal, a written timetable for withdrawal, and a description of the way the withdrawal will be conducted. The withdrawing Party's plan for withdrawal shall minimize disruption to other Parties and Users. The withdrawing Party shall provide any other appropriate information
-
- 9-1-1 Emergency Services and Governance Agreement

requested by the EC Boards or the Director, to allow the development of strategies to mitigate disruption to the remaining Users.

2. Such withdrawing Party shall continue to fund its portion of the Emergency Communications budget pursuant to this agreement for 24 months after issuance of its notice of withdrawal.
3. A withdrawing Party shall agree to a buy-out agreement to retire any financial obligations of the withdrawing Party. The Party will remain responsible for any services that will continue to be provided, such as the Emergency Notification System or regional dispatch services and for any outstanding NGEN or other debt service Costs incurred in support of emergency communications systems assets.
4. Upon withdrawal, the withdrawing Party relinquishes all rights to System Assets.
5. If the Party discontinues receiving dispatch services but remains within ECD's Public Safety Answering Point (PSAP) jurisdiction for answering 9-1-1 emergency calls and other non-emergency calls for service, those services will continue to be billed to the Party under the provisions of a renegotiated agreement with the County as a Miscellaneous User.
6. If the withdrawing Party is a voting member of the EC Boards, that Party shall maintain full voting rights as an EC Board member until the effective date of its actual withdrawal from the emergency communications system. A withdrawing Party's voting membership on EC Board ends if the Party's representative is replaced by vote of his/her appointing authority or if the withdrawing Party chooses to resign its membership on an EC Board.
7. A withdrawing Party that is a member of an EC Board shall notify the applicable appointing authority of its intention to withdraw at the same time that it notifies the other Parties of its withdrawal. If a withdrawing Party holds a seat on an EC Board representing other parties, that Party's seat shall be reassigned immediately upon receipt of the written notice to withdraw.
8. A Party that has withdrawn from its participation in the emergency communications system shall not be entitled to refund of any costs that it has incurred for the system through to the date of termination.

H Termination for Cause. The County, in consultation with the Executive Board, may terminate the participation of any Party for cause, including a Party's failure to fully fund or fully pay budgeted costs, as well as any other breach of this agreement (default). Cause for termination includes compliance with any requirement imposed upon the Parties as specified in this agreement.

9-1-1 Emergency Services and Governance Agreement

1. The Termination for Cause process shall include the following steps:
 - 1 Written notice by the Director of the Emergency Communications Department or designee to the Party, with a copy to Executive Board members. Such notice shall advise the Party of the reason for possible termination. The notice shall further advise that the Party may cure its default within thirty (30) days of the notice and thereby avoid termination.
 - 2 If the defaulting Party begins to cure such default, the thirty (30) day cure period will be extended by additional thirty (30) day extensions, for as long as the defaulting Party continues to diligently prosecute such a cure to completion.
 - 3 If the defaulting Party does not cure the default within thirty (30) days, termination of the defaulting Party shall be placed on the agenda for next Executive Board meeting. The Executive Board shall request in writing that the defaulting Party attend that meeting. The defaulting Party shall be asked to provide either (1) a plan for curing its default or (2) a plan for withdrawal, as detailed below.
 - 4 If the Executive Board finds the defaulting Party's plan for curing its default unacceptable, the Executive Board may determine by majority vote to recommend to the County that it terminate the defaulting Party's participation in the emergency communications system or to take other appropriate measures (e.g. lien).
 - 5 If the Executive Board decides to recommend termination of the defaulting Party from the emergency communications system, the Executive Board shall provide written notice to the defaulting Party that it recommends to the County that services provided under this agreement be terminated, effective twenty-four (24) months following the date of delivery of the notice. A copy of the written notice of recommended termination delivered to a defaulting Party shall be provided to County. The County retains final authority and discretion to terminate a defaulting party and to determine the date that services provided under this agreement will be terminated.
 - 6 A Party terminated by the County for cause remains liable for its portion of emergency communications system costs up to the effective termination date, as well as applicable damages, collection costs, and interest.

- 7 The Executive Board may recommend to the County allocation of remaining System Assets among the Parties to the County or it may recommend to the County allowing the terminated Party to retain the value of its System Assets, with the stipulation that use of the system will not be made available to that Party, unless and until the Party agrees to cure all defaults/breaches as set out above.
2. The terminated Party forfeits all other rights. If the terminated Party holds a seat on the Executive Board, that seat shall be reassigned immediately upon termination.
3. Rights of Remaining Parties. Once the un-depreciated value of the system assets used by the defaulting Party is determined, the Executive Board may recommend to the County reallocating the system value and allocating system costs proportionally among the remaining parties. A Party that has been terminated by the County or that has withdrawn from participation shall not be entitled to refund of any costs that it has incurred for the system to the date of termination.
- I Dissolution. This agreement may be voluntarily terminated by the agreement of all the Parties. As part of the termination of this agreement and dissolution of the system, the County, upon recommendation of the EC Boards, shall distribute System Assets in proportion to the contribution made by all Parties.

10. SERVICE QUALITY AND CONDITIONS

- A The quality of system services to be provided to all Parties and Users shall, in the absence of explicitly adopted exceptions, be equal to or above established industry standards. The adopted standards and best practices shall be based upon those established by APCO, NFPA, NENA, POST, ISO, CalOES 911 Branch, and others identified by the Operations Board. In those areas where there are no industry standards, or where the established standard is not appropriate for Monterey County, the Director shall recommend standards and advise the Operations Board regarding budgetary, service level and other resources required to meet those standards. The Operations Board shall consider those recommendations and agree to appropriate System standards in good faith.
- B Emergency Communications systems performance shall be measured in accordance with those standards developed as indicated above. The Director shall report at least annually to Parties and Users regarding performance. The Operations Board shall review the level of performance being achieved for each agency/User and for the whole operation in comparison to the standards and in comparison, to the levels of performance achieved in previous periods. Established standards shall be achieved for each member Agency/User and for

9-1-1 Emergency Services and Governance Agreement

the system. In reviewing system performance, the Operations Board shall consider staffing, technology, or other limitations impacting the ability to meet standards. The reporting interval may differ for different standards. At least annually, however, the comprehensive set of measures shall be reported to the Parties and Users and shall be reviewed by the Operations Board.

- C The County, in consultation with the EC Boards, will evaluate the feasibility of accreditation by appropriate accrediting groups, (i.e., CALEA, APCO, etc.), taking into account the investment of County staffing levels and County resources required. Final decision regarding pursuit of accreditation will remain in the sole discretion of the County. The accreditations referred to by this provision of this Agreement do not refer to or include accreditation of the County's ambulance services provider.
- D During the budget development process, the Director shall recommend, and the Operations Board shall evaluate, the nature and scope of services to be provided to Users. The Operations Board shall consider requests from Users desiring increased levels of service; such requests may be recommended to the County through the Executive Board, subject to staffing and other constraints, based upon the User's agreement to pay the incremental costs of those enhanced service levels.
- E Procedures related to dispatch operations will be developed by the Director, with input from the Operations Board and with input, as needed, from recognized advisory groups (e.g., Law Chiefs or Fire Chiefs.) Any dispute or conflict regarding a dispatch procedure will first be addressed by the Director to determine if a resolution can be reached. If no resolution can be agreed to by the affected parties, the Operations and Executive Boards may be consulted, with the final determination of appropriate action to be made by the County, acting through the Director of the Emergency Communications Department.
- F The Director or his/her designee will promptly investigate all complaints received from any User or citizen and shall respond in a timely manner to the complaining party. The Director shall regularly report to the EC Boards with a summary of complaints received and their resolution and shall provide additional information to individual Users involved in a complaint upon request.

11. ADDITION OF NEW MEMBERS

- A Any government organization that is not a party to this agreement on the effective date of this agreement may become a Party upon: (a) the recommendation of the Emergency Communications Department; (b) the recommendation of the Executive Board by majority vote; (c) payment of a pro rata share of all previously incurred costs that the County determines will benefit the requesting organization and are thereby appropriate to assess to the

9-1-1 Emergency Services and Governance Agreement

organization; and (d) execution of a written agreement with the County subjecting the requesting organization to the terms and conditions of this agreement. The County may execute an amendment to this agreement to include a new Party.

- B The Executive Board may recommend by majority vote, imposing one-time fees upon new Parties to offset costs incurred in previous fiscal years (buy-in fees). Buy-in fees include but are not limited to facility construction, major equipment purchases, and software. Buy-in fees will be incorporated into the budget for emergency communications services.
- C Under special circumstances, such as but not limited to manmade or natural disaster, acts of God, and acts of civil unrest, temporary access to the emergency communications system may be provided to non-Parties. This access may be recommended by the Operations Board or, if time does not permit, the Director may approve non-party access and notify the EC Boards. Non-Parties may be required by the County to reimburse the County or Parties and Users any costs resulting from temporary emergency access.

12. BUDGET DEVELOPMENT PROCESS

- A Program and budget related decisions shall be developed by the County with input from the Executive Board and the Operations Board, and ECD staff. The Executive Board will review staff recommendations and provide final recommendations to the County. The County Board of Supervisors shall have final authority over program and budget related decisions.
- B The Executive Board shall review the Emergency Communications Department's annual budget request prior to County's budget hearings. The County shall provide all relevant information, including information about indirect costs, in a timely manner, allowing sufficient time for the Executive Board to evaluate and make requests for information.
- C The Executive Board will advise regarding the Emergency Communications Department budget and service levels to be proposed to the Board of Supervisors and to the Parties' governing bodies, as applicable, in the form of recommended budgets and augmentation requests, in accordance with procedures established by the County. The Executive Board will provide recommendations to staff working with County service departments in reviewing charges and levels of service provided by the Emergency Communications Department. In the event that the Executive Board does not concur with the County's Recommended Budget, the Director and the Chair of the Executive Board shall present the Executive Board's recommendations regarding emergency communications budget and service levels directly to the County Board of Supervisors. Final

budget approval regarding budgets and funding of service levels are the responsibility of the County Board of Supervisors.

- D The County of Monterey Emergency Communications Department will provide reports on future budgets, current year budget management and cost control, personnel (recruitment, hiring, retention), and special project status on an ongoing and annual basis as requested by the Executive Board.
- E County Administrative Office staff will present ECD annual forecasts and recommended budgets for the County Board of Supervisors' consideration, including information on alternative funding/service levels and Countywide service department charges.

13. 9-1-1 RESERVE ACCOUNT

- A The Emergency Communications Department shall regularly report accounting for the 9-1-1 Reserve Account to the Executive Board. As authorized by the County Board of Supervisors, the 9-1-1 Reserve Account will be restricted for expenditures as recommended by the EC boards, with final determination on expenditures to be made by the County and will be maintained in an interest-bearing restricted fund, until the funds are expended.
- B The purpose of the 9-1-1 Reserve Account is to fiscally support capital expenditures, the future acquisition of major equipment (such as computer systems), and to spread out major expenditures over time, thereby reducing the need for large assessments to the Parties. The 9-1-1 Reserve Account will enable County and the Parties to better prepare budgets and facilitate long term fiscal planning.
- C Funds in the 9-1-1 Reserve Account shall be readily accessible to the Emergency Communications Department to use for appropriate expenditures that benefit the Parties and Users.
- D The Director shall present 9-1-1 Reserve Account accounting reports to the Executive Board monthly or as requested.
- E Accumulation of interest in the 9-1-1 Reserve Account will accrue to the benefit of the emergency communications systems.

14. COST SHARING PLAN FOR PARTIES AND USERS

- A Until replaced by an NGEN Operations and Maintenance (O & M) Governance and Financing Agreement, Radio system O & M fees are billed on a quarterly basis by ECD. O & M fees are determined by the number of radio users on the system as recommended by Operations Board and the Executive Board. Radio system O & M costs are determined by the Information Technology Department (ITD) and ECD.

1. The payment shall be due (“Due Date”) thirty (30) days after the billing date. County shall bill the Users no later than the end of each calendar quarter for the prior calendar quarter. For example, July through September would be billed before the end of December of the same fiscal year.

B ECD will invoice each Party separately, either annually, biannually, or quarterly in arrears for fees for Dispatch Services, the Emergency Notification System, Inform Mobile Licensing, the NGEN Debt Service and other special charges to Parties and Users. County will consult with the Executive Board at least ten (10) days before the start of each fiscal year regarding the frequency of billing and methodology of billing to actual expenses or budgeted expenses per **subsection 1** below. The County, through ECD, may exercise its discretion and bill agencies either annually, bi-annually, or quarterly, in order to maintain adequate reserves in the special revenue fund dedicated to provision of 911 services.

- 1 In consideration of the foregoing, each Party will pay to the County, on an annual, biannual, or quarterly basis, an amount derived by the formula set forth below based on the year-to-date actual costs or budgeted costs.
- 2 Invoices shall be sent via email to the email address listed in the signature block of this Agreement. Invoices will be mailed via certified mail ONLY at the written request of the Party or User Agency to the ECD. This mailing address and email address may be changed only with written notice to ECD. An email to the current Director will suffice.
- 3 The funding formula for user agencies may include 5.0% of the County of Monterey’s total Proposition 172 revenue from the two year prior audited actual Proposition 172 revenue to offset the total charges incurred by all Parties to this agreement as determined annually by the Monterey County Board of Supervisors during the budget process.
- 4 The Countywide Cost Allocation Plan (COWCAP) will be utilized to capture and bill the indirect costs incurred by the County which are associated with the operations of the Monterey County Emergency Communications Department.

C Formula Definitions:

A	Actual cost of dispatch service (Source: County of Monterey Auditor/Controller's expenditure report for the Billing Period.)
B	Amount to be paid by the State of California, and/or other agencies not party to this agreement, to the County of Monterey for emergency 9-1-1 operations.
C	Actual Annual cost subject to percentage distribution.
D	Most recently available assessed valuation of real property of the Party. (Source: "Monterey County Tax Rates" for the Billing Year.)
E	Most recently available assessed valuation of real property in the County of Monterey less the assessed valuation of real property attributed to organizations not receiving direct dispatch services. (Source: "Monterey County Tax Rates" for the billing year.)
F	Most recently available resident population of each Party. (source: for county and cities, "State of California Department of Finance Data" for the billing year and for Fire Districts, "Inventory of Local Agencies" as provided by the Local Agency Formation Commission for the County of Monterey.)
G	Most recently available total population of the County of Monterey, less the population of agencies not receiving direct dispatch services. (Source: for county and cities, "State of California Department of Finance Data" and for Fire Districts, "Inventory of Local Agencies" as provided by the Local Agency Formation Commission for the County of Monterey.)
H	Annual Workload total for each Party based on billing period. (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)
I	Annual Workload total for all law enforcement, fire, special emergency, and other emergency response units for the billing period. (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)
J	Party net percentage (Derived by applying equal weight to Party Percentage of Assessed Valuation, Resident Population and Dispatch Workload.) For Fire Districts and Fire Only Users this net percentage is multiplied by 10%.
K	Party Gross Bill.
L	Party's Prop 172 offset shall be computed by taking the Party's original billing and dividing that by the total billing of all Parties subject to Prop 172 reduction, which is a percentage of the total billing. That percentage is multiplied by the total gross Prop 172 amount to derive the individual Party's percentage share of the Prop 172 funding.

D Cost Allocation Formula:

(1) $A - B = C$

(2)
$$\left[\frac{D}{E} + \frac{F}{G} + \frac{H}{I} \right] \text{ Divided by } 3 = J$$

(3) $C \times J = K$

(4) $K - L = \text{Charge to the Party for the billing year.}$

- E In addition to the foregoing formula, the County may, after consultation and recommendations with the Executive Board and the Operations Board, augment the formula on a pro rata basis to include provisions of special funding for any purpose such as, but not limited to, adding to the 9-1-1 Reserve Account, supporting needed projects to replace software, hardware, dispatch furniture, major building repair, etc. Withdrawals from the 9-1-1 Reserve Account shall be recommended to the County through majority vote of the Executive Board.
- F The County may consult with the Executive Board and may choose to select other source documents to replace those defined in the Formula Definitions above if the County determines that the new documents provide more accurate information.
- G The Workload component of the billing formula will be periodically evaluated by the Operations Board which shall report its findings to the Executive Board. Changes to the Workload component may be recommended to the County by the Executive Board, which changes may be implemented by the County, in its discretion, as appropriate.
- H The County of Monterey Emergency Communications Department shall bill each Party on an annual, biannual, or quarterly individual basis.
- I Delinquency. If a Party does not pay its fees for service as set forth above on or before the Due Date, the amount unpaid shall be deemed delinquent. A "Delinquency Fee" in the amount of five percent (5 %) of the delinquent amount shall be added to the amount owed and charged to the Party. The delinquency fee shall be applied to the amount owed (the amount owed includes any previously added delinquency fee) every thirty (30) days until such time the bill is paid in full. If a Party does not pay the delinquent amount and any delinquency fee within ninety (90) calendar days from the Due Date, the County is authorized to withhold and offset from any lawful source whatsoever otherwise due to the Party, including the regular apportionment of property tax revenue, an amount sufficient to satisfy the delinquent amount and delinquency fees.
- J Billing Dispute: If a Party or Parties dispute payment owed to County, each Party shall notify County within 15 calendar days of its receipt of its invoice. This notice shall include sufficient details about the dispute for County to review and act. County shall provide any requested information within 15 calendar days. If County is unable to respond within 15 calendar days, the Party disputing the billing shall be relieved of any delinquency payment until 15 days after the information is provided.

15. PAYMENT PROVISIONS FOR MISCELLANEOUS AGENCIES

A ECD shall invoice each Miscellaneous Agency in alignment with the invoicing schedule as outlined in **Section 14, subsection B** of this Agreement.

B The formula to determine costs is as follows:

Formula Definitions

A	Miscellaneous Agency Workload (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)
B	Annual Workload total for all law enforcement, fire, special emergency, and other emergency response units for the billing period. (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)
C	Miscellaneous Agency net percentage
D	Actual cost of dispatch service (Source: County of Monterey Auditor/Controller’s expenditure report for the Billing Period.)
E	Charge to the Miscellaneous Agency for the billing year.

Cost Allocation Formula for Miscellaneous Agencies:

$$(1) \quad \frac{A}{B} = C$$

$$(2) \quad C \times D = E$$

C In addition to the foregoing formula, the County may, after consultation and recommendations with the Executive Board and the Operations Board, augment the formula on a pro rata basis to include provisions of special funding for any purpose such as, but not limited to, adding to the 9-1-1 Reserve Account, supporting needed projects to replace software, hardware, dispatch furniture, major building repair, etc. Withdrawals from the 9-1-1 Reserve Account shall be recommended to the County through majority vote of the Executive Board.

D The County may consult with the Executive Board and may choose to select other source documents to replace those defined in the Formula Definitions above if the County determines that the new documents provide more accurate information.

E The Workload component of the billing formula will be periodically evaluated by the Operations Board which shall report its findings to the Executive Board. Changes to the Workload component may be recommended to the County by the Executive Board, which changes may be implemented by the County, in its discretion, as appropriate.

F The County of Monterey Emergency Communications Department shall bill each Miscellaneous Agency on an annual, biannual, or quarterly individual basis.

G Delinquency. If a Miscellaneous Agency does not pay its fees for service as set forth above on or before the Due Date, the amount unpaid shall be deemed

delinquent. A "Delinquency Fee" in the amount of five percent (5 %) of the delinquent amount shall be added to the amount owed and charged to the Miscellaneous Agency. The delinquency fee shall be applied to the amount owed (the amount owed includes any previously added delinquency fee) every thirty (30) days until such time the bill is paid in full. If a Miscellaneous Agency does not pay the delinquent amount and any delinquency fee within ninety (90) calendar days from the Due Date, the County is authorized to withhold and offset from any lawful source whatsoever otherwise due to the Miscellaneous Agency, including the regular apportionment of property tax revenue, an amount sufficient to satisfy the delinquent amount and delinquency fees.

- H Billing Dispute: If a Miscellaneous Agency(s) dispute payment owed to County, each Miscellaneous Agency shall notify County within 15 calendar days of its receipt of its invoice. This notice shall include sufficient details about the dispute for County to review and act. County shall provide any requested information within 15 calendar days. If County is unable to respond within 15 calendar days, the Miscellaneous Agency disputing the billing shall be relieved of any delinquency payment until 15 days after the information is provided.

16. ONGOING USE OF 9-1-1 DISPATCH CENTER

- A As provided in the Agreement for the Construction and Funding of a Consolidated Dispatch Center for 9-1-1 emergency communications, effective on July 1, 2001, County shall provide the land located at 1322 Natividad Road, Salinas at no cost to the Parties and Users for the duration of its use for the purposes set forth in that agreement and in this agreement.
- B The County shall permit the Users to use the 9-1-1 Dispatch Center of the consolidated Emergency Services Center including its equipment, fixtures, and furnishings for the period of time that the facility is used for 9-1-1 dispatch services.
- C The County and the Parties shall be jointly responsible for costs of maintenance of the 9-1-1 Dispatch Center.

17. RECORDS AND CONFIDENTIALITY

- A **Confidentiality:** County and the Parties and Users and their officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws which provide for the confidentiality of records and other information. No Party shall disclose any confidential information, any confidential records, or other confidential information received from any Party to this agreement or prepared in connection with the performance of this agreement, unless the other Party specifically permits such disclosure of records or information. All requests for disclosure of confidential information shall be promptly transmitted to the owner of the information. Notwithstanding these duties of confidentiality, the Parties

9-1-1 Emergency Services and Governance Agreement

acknowledge that the Parties and the County are government agencies subject to the California Public Records Act, which requires disclosure of public records subject to exceptions. The Parties and the County will mutually cooperate to comply with the California Public Records Act disclosure obligations, consistent with these confidentiality obligations.

- B **Maintenance of Records:** The County shall prepare, maintain, and preserve all reports and records that may be required by federal, state, or local rules and regulations related to services performed under this agreement. The County shall maintain such records in accordance with the provisions of the County and ECD Record Retention policies. The Parties shall maintain such records in accordance with their records retention policies. If any litigation, claim, negotiation, audit exception, or other action relating to this agreement is asserted, the County and the Parties shall retain such records until such action is resolved.

18. COUNTY INDEMNIFICATION OF PARTIES AND PARTIES' WAIVER OF CLAIMS AGAINST THE COUNTY

- A County hereby agrees to indemnify and hold harmless each Party, its officers, agents, employees, and authorized volunteers from any and all claims, demands, judgments or decrees made or rendered against each Party, its officers, agents or employees by reason of any injury, death or damage suffered or sustained by any person or entity caused by, or alleged to have been caused by or arising out of the provision of the emergency communications services by the County as set forth in this agreement.
- B Further, County, at its own cost, expense and risk, shall defend any and all suits, actions, or other legal proceedings arising from the provision of emergency communications services by the County pursuant to this agreement that may be brought or instituted by third parties against each Party, its officers, agents, employees, or authorized volunteers, and shall pay and satisfy any judgment or decree that may be rendered against each Party, its officers, agents or employees in any such suit, action, or other legal proceedings. Each Party agrees to promptly notify County of any suit, action, or other legal proceeding asserted against it by third parties which arises from the provision of emergency communications services as specified in this agreement and each Party agrees to cooperate with County in the defense of such claims.
- C In return for and in recognition of County's acceptance of liability, as set forth above, each Party agrees that it will not sue, make any demand or claim, or otherwise prosecute or assert liability against the County for any claim, demand, judgment, or decree of any nature caused by or arising out of the provision of the emergency communications services by the County set forth in this agreement. This waiver of liability against the County by the Parties applies to

9-1-1 Emergency Services and Governance Agreement

claims, demands, judgments or decrees which are asserted by third parties and to claims, demands, judgments or decrees which could be asserted by the Parties against the County.

D Survival of Indemnification and Waiver of Liability Obligations

1. The indemnification and defense obligations assumed by County and the waiver of liability against the County agreed to by the Parties, established above, shall survive the termination of this agreement, the withdrawal of any Party from this Agreement, and the termination of any Party from this Agreement. These obligations and the waiver of liability shall extend to the expiration of the statute of limitations applicable to any claims arising from this agreement and the provision of emergency communications services pursuant to this agreement.

19. INSURANCE

- A Without limiting the foregoing indemnification, all Parties shall maintain in force at all times during the performance of this agreement, a policy or policies of insurance as follows, and in the minimum limits of liability as stated herein:
- B Comprehensive general liability, including but not limited to premises, personal injuries, products, and completed operations for combined single limit of not less than \$1,000,000 per occurrence.
- C Comprehensive automobile liability, including but not limited to property damage, bodily injury, and personal injuries for combined single limit of not less than \$1,000,000 per occurrence.
- D Workers' Compensation covering statutory requirements of the State of California and Employer's Liability of not less than \$1,000,000 per occurrence.
- E In the event any Party is lawfully self-insured in any or all of the aforementioned insurance areas, upon the request of a Party a letter certifying those areas of coverage, and in the minimum amounts as set forth in this agreement, shall be furnished to the requesting party prior to execution of this agreement.
- F Except with respect to Workers' Compensation insurance, each Party maintaining commercial insurance or excess insurance shall provide an endorsement naming the County, its officers, agents, and employees as additional insureds and shall provide that such commercial insurance is primary to any other commercial insurance maintained by the County; and the County shall, under any commercial insurance or excess insurance it maintains, provide an endorsement naming each Party, its officers, agents, and employees as additional insureds and shall provide that such commercial insurance is primary to any other commercial insurance maintained by each Party.

20. GENERAL PROVISIONS

- A Amendment. This agreement may be amended or modified only by an instrument in writing signed by all the Parties hereto; except for an Amendment of adding a new Party as described in **Section 11** of this Agreement.
- B Effect on Existing Agreements:
1. Agreement for 9-1-1 Emergency Communications Dispatch Services (the City and Fire District 9-1-1 Service Agreement): Upon final execution of this agreement by the County and all Parties, the 9-1-1 Service Agreement executed by the County in 2001 and any amendments to that agreement shall terminate and shall no longer be of any force or effect.
 2. Agreement for 9-1-1 Emergency Communications Dispatch Services for Miscellaneous Agencies (the miscellaneous agency 9-1-1 Service Agreements): Upon final execution of this agreement by the County and miscellaneous agencies, the 9-1-1 Service Agreement executed by the County in 2001 and any amendments to that agreement shall terminate and shall no longer be of any force or effect.
- C Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this agreement.
- D Successors and Assigns. This agreement and the rights, privileges, duties, and obligations of the Parties hereunder, 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.
- E Assignment. No Party may assign, sell, or otherwise transfer its interest or obligations in this agreement without the prior written consent of the County upon the recommendation of the Executive Board. Any organization wishing to participate in this system shall participate through this agreement and may not participate through agreements with other participating agencies. Any such purported assignment is null and void.
- F Compliance with Applicable Law. The Parties shall comply with all applicable federal, state, and local laws and regulations in performing this agreement.
- G Severability. If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this agreement, the validity of the remaining portions or provisions shall not be affected thereby.

- H Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this agreement.
- I Time is of the Essence. Time is of the essence in each and all of the provisions of this agreement.
- J Governing Law. This agreement shall be governed by and interpreted under the laws of the State of California. Venue of any dispute arising from this agreement shall be in the Superior Court of California, in the County of Monterey.
- K Construction of Agreement. The Parties agree that each Party has fully participated in the review and revision of this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this agreement or any amendment hereto.
- L 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.
- M Authority. Any individual executing this agreement on behalf of a Party represents and warrants hereby that he or she has the requisite authority to enter into this agreement on behalf of such Party and to bind the Party to the terms and conditions of the same.
- N Integration. This agreement, including the exhibits hereto, shall represent the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the Parties as of the effective date hereof.
- O Change of Address. The mailing addresses, email addresses, phone numbers, and Party contacts may change and it is the responsibility of the Parties to notify the County as specified in paragraph (P) within ten days of said change.
- P Notices. Notices required under this agreement shall be emailed or delivered personally or by first-class, postage pre-paid mail as follows:

COUNTY OF MONTEREY
Director of Emergency Communications
1322 Natividad Road
Salinas, CA 93906
831.769.8883

IN WITNESS WHEREOF, the COUNTY and each of the Agencies have caused this agreement to be executed by their duly authorized representative as of the day and year written above.

COUNTY OF MONTEREY:	
Name (printed)	_____
Signature:	_____
Date:	_____
Director of Emergency Communications	
Address: _____	

APPROVED AS TO FORM:	
Name (printed)	_____
Signature:	_____
Date:	_____
Deputy County Counsel	
APPROVED AS TO FISCAL PROVISIONS:	
Name (printed)	_____
Signature:	_____
Date:	_____
Auditor-Controller	

Parties (one per page)

City of Carmel-by-the-Sea Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Del Rey Oaks Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Gonzales Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Greenfield Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of King Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Marina Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Monterey Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Pacific Grove Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Salinas Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Sand Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Seaside Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Soledad Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

Monterey County Regional Fire Protection District Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

Monterey Peninsula Airport District Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

North County Fire Protection District of Monterey County Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

Big Sur Fire Brigade Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

California State University, Monterey Bay Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

Correctional Training/ Salinas Valley State Prison Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only



CITY OF DEL REY OAKS

Staff Report

TO: Honorable Mayor and Member of the City Council
FROM: Dino Pick, City Manager
DATE: June 23, 2020
SUBJECT: Approve TAMC Master State & Federal Funding Agreement

RECOMMENDATION:

Adopt a resolution of the City of Del Rey Oaks (enclosure 1) approving the TAMC Master State & Federal Funding Agreement and authorize the City Manager to sign it.

DISCUSSION:

On March 25, 2020, the TAMC Board of Directors approved a fund estimate for the Regional Surface Transportation Program (RSTP) that included funding for both fair-share and competitive grants. In order to claim reimbursement for this funding (and other State and Federal sources that pass through TAMC), the attached Master State & Federal Funding Agreement must be executed. This agreement replaces the previous master funding agreement, which has expired, and includes a three year term.

ISSUE:

An agreement with TAMC is required to receive RSTP and other State and Federal funds that pass through TAMC.

FISCAL IMPACT:

Approval of this agreement will allow the City to receive \$52,596.65 in fare share RSTP funds, apply for competitive RSTP funds and potentially receive other State and Federal funds that pass through TAMC.

RECOMMENDATION:

Staff recommends that Council adopt a resolution approving the attached TAMC Master State & Federal Funding Agreement and authorize the City Manager to sign it.

Enc 1 Resolution No.2020-13

**AGREEMENT BETWEEN THE
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND THE CITY OF DEL REY OAKS
FOR THE ALLOCATION OF FUNDING APPROVED BY
THE TRANSPORTATION AGENCY BOARD OF DIRECTORS**

This agreement is made on June 23, 2020 by and between the City of Del Rey Oaks, a public body, hereinafter referred to as "Recipient," and the Transportation Agency for Monterey County, hereinafter referred to as "TAMC."

WHEREAS, TAMC is the state-designated Regional Transportation Planning Agency for Monterey County; and

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, TAMC has entered into a separate agreement with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual federal Surface Transportation Block Grant Program (STBGP) apportionment to Caltrans in exchange for state funds for specified fiscal year(s); and

WHEREAS, TAMC is authorized to use these exchanged funds (hereinafter referred to as "RSTP Exchange Funds") to assist local agencies to promote projects which otherwise qualify for STBGP funds; and

WHEREAS, as authorized by Chapter 2, Title 21, Rule 6640 of the Transportation Development Act, one of the duties of TAMC is to administer the provisions of the Transportation Development Act in apportioning Local Transportation Funds (LTF) for the Transportation Development Act 2% (TDA 2%) program for bicycle and pedestrian projects pursuant to Article 3 of that law, and to the Cities, County, and Monterey-Salinas Transit;

WHEREAS, as authorized by the Joint Powers Agreement for the Monterey County Regional Development Impact Fee Agency, TAMC is designated to administer and allocate regional development impact fee revenues (RDIF) to projects identified in the approved Strategic Expenditure Plan; and

WHEREAS, the TAMC Board of Directors has approved the allocation of funds toward the projects listed in Exhibit A; and

WHEREAS, it is contemplated by TAMC and the Recipient that the amount of funding and the projects designated in Exhibit A may change from time to time as set forth below; and

WHEREAS, TAMC has requested the Monterey County Auditor-Controller to establish a separate fund for the Federal Apportionment Exchange Program and such a separate fund has been established.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RULES FOR RSTP EXCHANGE FUNDS

- A. TAMC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.
- B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

2. RULES FOR TDA 2%

- A. TAMC agrees to allocate TDA 2% funds under the Transportation Development Act only for projects as authorized under the Transportation Development Act Section 99234 Claims for Pedestrian and Bicycle Facilities.
- B. The Recipient agrees to use TDA 2% funds only for TDA 2% eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

3. RULES FOR RDIF

- A. TAMC agrees to allocate RDIF funds under the Joint Powers Agreement only for projects as authorized by the TAMC Board of Directors in the approved Strategic Expenditure Plan.
- B. The Recipient agrees to use RDIF funds only for RDIF eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

4. ADMINISTRATIVE POLICIES

- A. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement, by means of approval by the TAMC Board of Directors of a revised Exhibit A, which shall be designated by a date and number (e.g., "Exhibit A-1 (DATE)").
- B. The Recipient agrees to submit an annual report to TAMC by April 30 describing the progress towards completion for all projects listed in Exhibit A.
- C. The Recipient agrees to mention TAMC's role in funding the project in any press releases or media events held by the Recipient to promote a funded project.
- D. TAMC agrees to reimburse the Recipient within 30 days of receipt of a completed claim form (Exhibit B) from the Recipient.
- E. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were awarded by the TAMC Board of Directors, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow TAMC to refuse reimbursement and to reprogram such funds for other purposes.

5. COST PRINCIPLES

- A. Recipient agrees to comply with Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements.
- B. Recipient agrees to:
 - (a) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and
 - (b) comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

Every sub-recipient receiving funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

6. THIRD PARTY CONTRACTING

- A. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).
- B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 10, below.
- C. In addition to the above, the pre-award requirements of third party contractor/consultants with Recipient shall be consistent with Local Program Procedures as published by Caltrans.

7. ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

8. RIGHT TO AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Recipient shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, TAMC, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision..

9. TRAVEL AND SUBSISTENCE

Payments to Recipient for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the TAMC on demand.

10. PROJECT COMPLETION

Recipient agrees to provide to the TAMC a short report summarizing total project costs and milestones, including before and after photos of the project, for each project within sixty (60) days of completion.

11. GOVERNING LAWS

This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

12. CONFLICT OF INTEREST

Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

13. CONSTRUCTION OF AGREEMENT

The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

14. WAIVER

Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

15. SUCCESSORS AND ASSIGNS

This Agreement and all rights, privileges, duties and obligations hereunder, 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.

16. TIME IS OF THE ESSENCE

The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

17. EXECUTION OF AGREEMENT

Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. 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.

18. ENTIRE AGREEMENT

This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

19. TERMINATION DATE

This Agreement shall remain in effect for a period of three (3) years from the date of this Agreement.

IN WITNESS WHEREOF, TAMC and Recipient execute this Agreement as follows:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Debra L. Hale
Executive Director

Date

**Recipient:
CITY OF DEL REY OAKS**

Dino Pick
City Manager

Date

Approved as to Form:

Kathryn Reimann
TAMC Counsel

Date

Alex Lorca, City Attorney
City of Del Rey Oaks

Date

RESOLUTION NO. 2020-13

**A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE
TRANSPORTATION AGENCY FOR MONTEREY COUNTY AND THE
CITY OF DEL REY OAKS FOR THE ALLOCATION OF FUNDING
APPROVED BY THE TRANSPORTATION AGENCY BOARD OF
DIRECTORS**

WHEREAS, the TAMC is the state-designated Regional Transportation Planning Agency for Monterey County; and

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, the TAMC has entered into a separate agreement with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual Regional Surface Transportation Program (RSTP) apportionment to Caltrans in exchange for state funds for specified fiscal year(s); and

WHEREAS, the TAMC is authorized to use these exchanged funds (hereinafter RSTP Exchange Funds) to assist local agencies to promote projects which otherwise qualify for RSTP funds; and

WHEREAS, as authorized by Chapter 2, Title 21, Rule 6640 of the Transportation Development Act, one of the duties of the TAMC is to administer the provisions of the Transportation Development Act in apportioning Local Transportation Funds (LTF) for the Transportation Development Act 2% (TDA 2%) program for bicycle and pedestrian projects pursuant to Article 3 of that law, and to the Cities, County, and Monterey-Salinas Transit; and

WHEREAS, as authorized by the Joint Powers Agreement for the Monterey County Regional Development Impact Fee Agency, the TAMC is designated to administer and allocate regional development impact fee revenues (RDIF) to projects identified in the approved Strategic Expenditure Plan; and

WHEREAS, the TAMC Board has approved the allocation of funds as listed in Exhibit A of the agreement at Attachment 1; and

WHEREAS, it is contemplated by TAMC and the City of Del Rey Oaks that the amount of funding may change from time to time; and

WHEREAS, approval of this agreement will allow the City to receive fair share RSTP funds, apply for competitive RSTP funds and potentially receive other State and Federal funds that pass through TAMC.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Del Rey Oaks does hereby agree to enter into the Agreement between the Transportation Agency for Monterey County and the City of Del Rey Oaks for the Allocation of Funding Approved by the Transportation Agency Board of Directors and authorizes the City Manager to sign said agreement.

PASSED AND ADOPTED by the City Council of the City of Del Rey Oaks at a regular meeting duly held on June 23, 2020, by the following vote:

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

Alison Kerr, Mayor

ATTEST:

Danial D. Pick, City Clerk

Attachment 1 Agreement between the TAMC and the City of Del Rey Oaks for the allocation of funding approved by the Transportation Agency board of directors



CITY OF DEL REY OAKS

DATE: June 23, 2020

TO: Honorable Mayor and City Council

FROM: Jeffrey J. Hoyne, Chief of Police

SUBJECT: Consider a contract to purchase a new Police Records Management System to replace current system.

CEQA: This action does not constitute a project within the meaning of Section 15378(a) of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly. If this action is found to be a project under CEQA, it is exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

Recommendation

Approve a contract with Sun Ridge Systems for new RIMS Records Management System (RMS) software, licensing and support to replace the Police Department's current Omnigo RMS.

Background

Records Management Systems (RMS) are the main component of police departments' record keeping efforts. RMS is a database for the storage of case reports, accident reports, field interviews, and other sensitive Law Enforcement information. An RMS system also provides search tools to recall information from past incidents, and report tools to extract data for mandatory State and National reporting. For the last 22 years, the Department has contracted with Omnigo to provide this service. Omnigo RMS is based in St. Louis, Missouri. The Omnigo RMS system the Police Department currently operates is a generic product that did not take into account potential changes in state and national reporting requirements. It also has limited search and data extraction capabilities compared to more modern systems.

In January 2021, California agencies will begin reporting National Incident Based Reporting System (NIBRS) statistical crime data. Currently, California agencies have 8 crime classifications which are reported in the UCR (Uniform Crime Reports) system that NIBRS will be replacing. NIBRS will have 52 crime classifications and another 10 in a schedule 2 classification. The ability to properly report these incidents is both a federal and state requirement demanding a robust RMS system to extract data to meet the reporting requirements. Omnigo RMS does not have this capability, and does not have the ability to connect to other law enforcement records databases in the State of California, which is critical for information and data sharing.

Proposal

The Del Rey Oaks Police Department seeks to replace its current Omnigo RMS system with the Sun Ridge Systems RIMS RMS System to comply with national and state reporting requirements in 2021. Two qualifying replacement systems were researched based upon their local and regional use by other California law enforcement agencies. These were TracNet RMS and Sun Ridge Systems RIMS RMS. TracNet is a local vendor based in Pacific Grove, California and was developed by a former Pacific Grove reserve police officer. TracNet is a competent system and is used by nearly all Law Enforcement agencies in Monterey County. A major issue with TracNet is its affordability. Initial costs for software alone are approximately \$100,000. Annual system maintenance is estimated to be approximately \$10,000. Additionally, TracNet is a small company with limited resources devoted to product improvement and innovation should requirements change even more in the future.

Sun Ridge Systems RIMS RMS has been in service since 1985. Sun Ridge Systems is headquartered in El Dorado Hills, California. They provide RMS software for 179 Police Departments in California and specialize in serving small to mid-sized Departments. Sun Ridge Systems is a growing and innovative vendor that has the ability to meet the needs of California agencies required to comply with new and expanding crime and statistical reporting purposes. Sun Ridge Systems RIMS RMS meets all current California reporting guidelines and is widely respected by both police department records personnel, as well as police officers. Records personnel like its data storage and retrieval capabilities and police officers like its ease of use for completing case reports. Additionally, Sun Ridge Systems RIMS RMS is approximately one third the cost for software acquisition, and one fourth the annual maintenance costs of the TracNet system.

Fiscal Impact

The total commitment in this action is approximately \$82,440 which includes a \$10,000 payment in FY19-20, plus 5 years of lease payments at \$12,088 per year, plus three years of server payments at \$4,000 per year. The lease/purchase of the software, as well as software licensing and support from Sunridge Systems is spread over five years. The lease/purchase of the Dell server is spread over three years. The quotes from Sun Ridge Systems and Dell are listed below and include a \$10,000 Sun Ridge Systems lease paydown from the FY 2019/2020 budget with annual payments starting in FY 2020-2021. Annual cost for years 1 through 3 is \$16,088 and for years 4 and 5 it is \$12,088. After year 5 the cost would be approximately \$3,375 annually. The City currently pays annual licensing and support fees of \$3,218.50 on our Omnigo RMS system, which would be discontinued.

Additionally, this replacement project is another example of an economic benefit under the current Police Services Agreement with the Monterey Peninsula Airport District. Prior to the Police Services Agreement, the Airport Police Department also utilized the Omnigo RMS system, and would have faced the same RMS upgrade costs as the City. Both agencies now operate under one system resulting in a 50% cost savings since the Airport District will pay for 50% of the cost of the new system. Please see the RMS replacement cost summaries below:

RMS Replacement Yearly Lease/Purchase Cost Estimate(s)

Years	Cost	RMS / Server
1-3	\$16,088	RIMS Software + Licensing & Support / Dell Server
4-5	\$12,088	RIMS Software + Licensing & Support
6 +	\$3,375	RIMS Licensing / Support

Total Lease/Purchase Estimate – RMS Package

Sun Ridge Systems RMS Package	Buyout	Lease/Purchase
RIMS Records Management Software	\$12,000	4% Interest X 5 years
RIMS Property Room Bar Coding Software	\$2,000	
iRIMS Mobile App	\$2,500	
RIMS CIBRS Reporting Software	\$5,000	
Citizen RIMS Public Access Software	\$1,000	
Worth Data Bar Coding Equipment	\$1,700	
Installation / Training	\$25,865	
First Year Support / Updates	\$3,375	
Total	\$53,597	\$14,389
Lease Paydown	-\$10,000	
	\$43,597	\$12,088

Total Lease/Purchase Estimate - Server

Dell	Buyout	Lease / Purchase
Power Edge R440 Server		.358% Interest X 3 years
Pro support 7/24 Technical (Phone)		
Pro support (Next Day On-Site)		
Total	\$10,929.46	\$4,000.00 / Est.

Recommended Action

Authorize RMS replacement to comply with 2021 mandated reporting requirements.

Authorize a contract between the City of Del Rey Oaks and Sun Ridge Systems RIMS RMS.

Authorize the City Manager to execute the contract.

Attachments:

Sun Ridge Systems RIMS RMS Software Quote
 Dell Server Lease/Purchase Quote
 Sun Ridge Systems RIMS RMS Software Contract

Attachments:

Sun Ridge Systems RIMS Quote
 Dell server quote



To: Commander Chris Bourquin, Del Rey Oaks Police Department
From: Carol Jackson
Subject: Quotation for RIMS Software with Down Payment
Date: June 2, 2020

The following is an updated quotation for RIMS software based upon your recent request. The quotation reflects a down payment of \$10,000 upon contract signing with the balance financed over a 5-year lease purchase.

Item	Price
RIMS Records Management Software	\$12,000
RIMS Property Room Bar Coding Software	\$2,000
Citizen RIMS Public Access Software	\$1,000
iRIMS Law Mobile App Software	\$2,500
RIMS CIBRS Reporting Software	\$5,000
Worth Data Bar Coding Equipment (See Bar Coding Equipment note)	\$1,700
Installation and Training (Includes 6 days on site - see Installation & Training note)	\$25,865
First Year Support and Updates	\$3,375
RIMS Computer-Aided Dispatch Software [Not Included]	N/A
RIMS Mobile Computer Software [Not Included]	N/A
RIMS E911 Link Software [Not Included]	N/A
RIMS State Link Software (CLETS) [Not Included]	N/A
RIMS In Station Mapping Software [Not Included]	N/A
RIMS Mobile Mapping Software [Not Included]	N/A
RIMS Collaborate Data Sharing Software [Not Included]	N/A
RIMS InCustody Jail Management Software [Not Included]	N/A
RIMS Officer Training Management Software [Not Included]	N/A
RIMS Fire Station Printing Software [Not Included]	N/A
RIMS Fire Records Management Link Software [Not Included]	N/A
RIMS AFIS Link Software [Not Included]	N/A
RIMS Text Paging Link Software [Not Included]	N/A
RIMS Alarm Panel Link Software [Not Included]	N/A
RIMS AutoCite Link Software [Not Included]	N/A
RIMS CopLogic Link Software [Not Included]	N/A
RIMS CopLink Link Software [Not Included]	N/A
RIMS ProQ&A Link Software [Not Included]	N/A
iRIMS Fire Mobile App Software [Not Included]	N/A
iRIMS InCustody Mobile App Software [Not Included]	N/A
California Sales Tax	\$157
TOTAL	\$53,597

Bar Coding Equipment. Worth Data is the manufacturer of the bar coding equipment. It includes a base station and wireless scanning terminal. These devices include a 2-year manufacturer's warranty and are not maintained by Sun Ridge. You must also purchase an inexpensive printer and labels for bar coding labels: DYMO LabelWriter 450 Turbo Label Printer and Dymo Labels # 30256. They are available at your local computer/office supply store or on the Internet.

Installation and Training: The number of onsite training and support days includes the following. All training is end user training unless specified otherwise. The number and types of classes must be confirmed by you.

<u>Task</u>	<u>Days</u>
Business Process Review	1
Officer Training	2 (2 sessions, 1 day/session)
Records Training	1
Property Room Training	1
Go Live	1

System Requirements

Database Software. RIMS requires Microsoft SQL Server database software. This has not been included in the quotation on the assumption that you already have licenses or can obtain them for a lesser cost than we can offer.

System Hardware. RIMS requires the following minimum hardware.

Minimum Specifications (If using existing PCs)

PC Workstations	Server
Windows 7+	Microsoft WIndows 2012 R2+ Server
4 GB RAM	16 GB RAM
Any size disk	1 TB Disk
	SQL Server 2012+

Recommended Specifications (If purchasing new PCs)

PC Workstations	Server
Windows 10+	Microsoft Windows Server 2016+
8 GB RAM	32 GB RAM
Any size disk	2 TB Disk
	Microsoft SQL Server 2016+

We utilize Bomgar Remote Access software for installation and follow-on support services. Bomgar software is provided by Sun Ridge Systems; there is no cost to you.

Lease-Purchase Plan Options

We offer the following lease-purchase plans at 4% interest. The amount financed reflects an initial down payment of \$10,000, with the remaining amount (\$43,597 less the First Year Support and Updates amount of \$3,375) reflected in the lease amounts below.

<u>Lease Term</u>	<u>Lease Payment</u>	<u>Support Payment</u>	<u>Total Annual Payment</u>
5 years	\$8,713	\$3,375	\$12,088

Terms of Lease

Annual Payments are due at the beginning of each year financed. The first payment is due upon contract signing. After the second year the lease can be canceled and the products returned by Lessee at any time with 60 days notice. At the end of the lease Lessee will own a perpetual license for the software and only have to make an annual support payment.

This quotation is valid for 90 days and may change thereafter.

If you have any questions please call me at 800-474-2565. Thank you for your continued interest in RIMS.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000059611576.1	Sales Rep	David Jordan
Total	\$10,929.46	Phone	(800) 456-3355, 5139180
Customer #	17865625	Email	David_Jordan@Dell.com
Quoted On	Apr. 15, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	May. 15, 2020		CITY OF DEL REY OAKS PD
Solution ID	12376717		650 CANYON DEL REY RD
Deal ID	17496284		DEL REY OAKS, CA 93940-5505

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
David Jordan

Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE CITY OF DEL REY OAKS PD 650 CANYON DEL REY RD DEL REY OAKS, CA 93940-5505 (831) 394-9333	Standard Delivery

Product	Unit Price	Qty	Subtotal
PowerEdge R440 - [amer_r440_12423]	\$10,091.10	1	\$10,091.10

Subtotal:	\$10,091.10
Shipping:	\$0.00
Non-Taxable Amount:	\$1,028.05
Taxable Amount:	\$9,063.05
Estimated Tax:	\$838.36
<hr/>	
Total:	\$10,929.46

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

ACCOUNTS PAYABLE
CITY OF DEL REY OAKS PD
650 CANYON DEL REY RD
DEL REY OAKS, CA 93940-5505
(831) 394-9333

Shipping Method

Standard Delivery

PowerEdge R440 - [amer_r440_12423]	\$10,091.10	Qty 1	Subtotal \$10,091.10
---	--------------------	-----------------	--------------------------------

Estimated delivery if purchased today:

May. 05, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
PowerEdge R440 Server	210-ALZE	-	1	-
PowerEdge R440 MLK Motherboard V2	384-BCHR	-	1	-
Trusted Platform Module 2.0	461-AAEM	-	1	-
2.5" Chassis with up to 8 Hot Plug Hard Drives	321-BCUV	-	1	-
Internal PERC	405-AAOM	-	1	-
PowerEdge R440 Shipping	340-BSFX	-	1	-
PowerEdge R440 x8 Shipping Material, V2	340-COSL	-	1	-
Intel Xeon Silver 4215 2.5G, 8C/16T, 9.6GT/s, 11M Cache, Turbo, HT (85W) DDR4-2400	338-BSDP	-	1	-
Intel Xeon Silver 4215 2.5G, 8C/16T, 9.6GT/s, 11M Cache, Turbo, HT (85W) DDR4-2400	338-BSDP	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
Standard Heat Sink	412-AAJT	-	1	-
Standard Heat Sink for 2nd CPU	412-AAJU	-	1	-
2666MT/s RDIMMs	370-ADNU	-	1	-
Performance Optimized	370-AAIP	-	1	-
RAID 10	780-BCDQ	-	1	-
PERC H740P RAID Controller, LP Adapter	405-AAML	-	1	-
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH	403-BBPT	-	1	-
Windows Server 2019 Standard,16CORE,FI,No Med, No CAL, Multi Language	634-BSFE	-	1	-
Windows Server 2019 Standard,16CORE,Digitally Fulfilled Recovery Image, Multi Language	528-CFIB	-	1	-
Windows Server 2019 Standard,No Media,WS2012R2 Std Downgrade DF Media, Multi Language	528-CHGD	-	1	-
Windows Server 2019 Standard,No Media,WS2016 Std Downgrade DF Media, Multi Language	528-CHGE	-	1	-
Windows Server 2019 Standard,No Media,WS2016 STD Downgrade Media, Multi Language	634-BSGN	-	1	-
iDRAC9,Enterprise	385-BBKT	-	1	-
OpenManage Enterprise Advanced	528-BIYY	-	1	-
iDRAC Group Manager, Enabled	379-BCQV	-	1	-

iDRAC,Factory Generated Password	379-BCSF	-	1	-
Riser Config 1, 1 x 16 FH	330-BBHL	-	1	-
On-Board LOM	542-BBBP	-	1	-
DVD ROM, SATA, Internal	429-ABBR	-	1	-
Dual, Hot Plug, Redundant Power Supply (1+1), 550W	450-AGOY	-	1	-
LCD Bezel	325-BCHG	-	1	-
Dell EMC Luggage Tag	350-BBKT	-	1	-
No Quick Sync	350-BBKR	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
ReadyRails Sliding Rails With Cable Management Arm	770-BCKT	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
Hyper-V role enabled with pre-installed Standard or DataCenter Ed OS on incl Virtual HDD	618-BBEC	-	1	-
Microsoft SQL Server 2019 Standard,OEM, Includes 5 Device CALs, NFI, ENGLISH	634-BUWS	-	1	-
US Order	332-1286	-	1	-
iDRAC Service Module (ISM), Pre-Installed in OS	379-BCQW	-	1	-
PowerEdge R440 CE, CCC, BIS Marking	389-DSXL	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	815-3441	-	1	-
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 5 Years	815-3483	-	1	-
ProSupport: 7x24 HW/SW Technical Support and Assistance, 5 Years	815-3497	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
On-Site Installation Declined	900-9997	-	1	-
16GB RDIMM, 2666MT/s, Dual Rank	370-ADND	-	6	-
480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3 DWPD, 2628 TBW	400-AZUT	-	6	-
5-pack of Windows Server 2019/2016 User CALs (Standard or Datacenter)	634-BSFN	-	1	-
10-pack of Windows Server 2019/2016 User CALs (Standard or Datacenter)	634-BSFS	-	1	-
Broadcom 5720 Dual Port 1 GbE Network LOM Mezz Card	540-BBZD	-	1	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-

Subtotal:	\$10,091.10
Shipping:	\$0.00
Estimated Tax:	\$838.36
Total:	\$10,929.46

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below), and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

SUN RIDGE SYSTEMS, INC. SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement ("Agreement") is executed in duplicate as of June 16, 2020, between Sun Ridge Systems, Inc., a California corporation ("Sun Ridge"), and City of Del Rey Oaks, a political subdivision of the State of California ("the City") located at 650 Canyon Del Rey Blvd, Del Rey Oaks, 93940.

Section 1. Agreement. That for and in consideration of payments and agreements hereinafter mentioned to be made and performed by the City, and under the conditions set forth in this Agreement, Sun Ridge agrees to provide computer software ("Software") and services ("Services") to the City as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. The Software support and maintenance services to be provided by Sun Ridge as part of the Services are more specifically described in Exhibit C attached hereto and incorporated herein ("Software Support Services Agreement").

Section 2. City Project Manager. Sun Ridge shall work under the general direction of _____ in fulfilling this Agreement.

Section 3. Scope of Work. The project that is the subject of this Agreement shall consist of the delivery by Sun Ridge to the City of the Software and Services (the "Project") described in Exhibit A.

Section 4. Payment Schedule. In consideration for the Software and Services to be provided by Sun Ridge under this Agreement, the City agrees to pay Sun Ridge the Total Contract Amount ("Contract Amount") given in Exhibit B according to the following initial down payment and lease-purchase schedule ("Lease-Purchase Schedule"):

Initial Down Payment (shall become billable by Sun Ridge upon signing of this Agreement by both parties): \$10,000

<u>Year</u>	<u>Lease-Purchase Payment</u>	<u>Support Payment</u>	<u>Total Payment</u>
1	\$8,713	\$3,375	\$12,088
2	\$8,713	\$3,375	\$12,088
3	\$8,713	\$3,375	\$12,088
4	\$8,713	\$3,375	\$12,088
5	\$8,713	\$3,375	\$12,088

- Lease rate is 4% compounded annually.
- The Year 1 payment shall be billable by Sun Ridge upon Operational Use (as defined in Section 8 below).
- The remaining year's payments will be due on each anniversary date of the Final Acceptance Notice. For example, if the date of the Final Acceptance Notice should be x/1/20, then the 2nd payment due date would be x/1/21, 3rd payment due date x/1/22, etc.).

- The Lease-Purchase cannot be cancelled by Lessee before the end of the second year of the lease and requires a 60-day notice, subject to the provisions of Section 12. In the event of termination of the Lease-Purchase, all products shall be returned by the City to Sun Ridge.
- After all Lease Purchase Payments are made the City shall own the Licenses to the Software listed in Exhibit A.

Section 5. Invoices. Invoices shall be sent to:

Upon receipt of the invoice, the City shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by the City within thirty (30) days after the City's receipt thereof.

In addition to any other amounts for which City is liable under this Agreement, City agrees to pay to Sun Ridge a late charge equal to one percent (1%) of the amount due if City fails to pay Sun Ridge any amount that is due and owing pursuant to this Agreement within sixty (60) days after City's receipt of an invoice from Sun Ridge. In addition, any invoiced amounts that are due and owing under this Agreement which City fails to pay to Sun Ridge within ninety (90) days after City's receipt of an invoice from Sun Ridge shall thereafter bear interest at the rate of twelve percent (12%) per annum or the highest interest rate allowed by applicable law, whichever is less.

Section 6. Term of Agreement. Unless terminated earlier in accordance with the provisions of this Agreement or applicable law, the term of this Agreement ("Term") shall be from the date shown on the first page of this Agreement through completion of the Project. Completion of the Project means the installation by Sun Ridge of all of the Software, the completion by Sun Ridge of all training and other Services and the payment by the City to Sun Ridge of the entire Contract Amount. The Project schedule is to be separately generated and agreed to between the parties. Notwithstanding the foregoing, the License described in Section 9 below will remain in effect until it is terminated pursuant to Section 9.

Section 7. Warranty/Disclaimer of Liability.

a. Sun Ridge warrants that upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. The City's sole and exclusive remedy for breach of this warranty will be repair or replacement of the Software. Sun Ridge will make reasonable efforts to correct errors in the Software, but does not warrant that the Software is error-free or will perform without interruption. The City has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

b. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO THE SOFTWARE, EXPRESS OR IMPLIED, AND SUN RIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR LOST BUSINESS, DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER PART OF THE PRODUCT. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE CITY FOR THE PRODUCT.

Section 8. Final Acceptance. For thirty (30) days from the beginning of Agency's Operational Use of the Software or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Test Period"), Agency shall test the system for defects and anomalies. "Operational Use" is defined as the Agency's use of the Sun Ridge Software in the course of the Agency's daily business activities. During the Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by Agency under the Software Support Services Agreement (Exhibit C). At the end of the Test Period, Agency shall accept or reject the Software as follows:

a. If City determines that the Software is performing to its satisfaction it shall immediately provide written notice to Sun Ridge of final acceptance of the Software ("Final Acceptance Notice"), and upon receipt of a valid invoice from Sun Ridge, shall process and pay the final milestone of the Contract Amount including any additional outstanding milestone Payment Amounts. Any remaining issues with the Software shall be covered as part of the original cost of the system and handled as maintenance items under the Software Support Services Agreement (Exhibit C).

b. If City decides to not accept the Software, then it must so notify Sun Ridge in writing within five (5) calendar days after the end of the Test Period (a "Rejection Notice"). If a Rejection Notice is given, this Agreement shall be automatically terminated and all payments already made by City to Sun Ridge, less the cost of project management, installation, data conversion, and training services provided up to the date of termination shall be returned to City by Sun Ridge within thirty (30) days after receipt of the notice. The terms of Section 11 and all other provisions of this Agreement that expressly survive such termination shall apply.

c. If City fails to provide a Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then City's final acceptance of the Software shall be considered to have occurred and City and Sun Ridge shall proceed as described in section 8.a above.

Section 9. Software License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Sun Ridge grants to the City a nonexclusive and non-transferable license, effective upon the City's Final Acceptance of the Software pursuant to Section 8 above, to use the Software in connection with the City's normal and customary daily operations substantially as they exist as of the date of commencement of the Term as described below (the "License"). The City shall acquire no ownership or other rights in or to the Software except for the License granted hereunder, and title to the Software shall at all times remain with Sun Ridge.

a. The following additional terms, conditions and limitations apply to the License:

i. The City may use the Software on all computers in the City's agency and in any other agencies explicitly agreed to in writing by Sun Ridge;

ii. The City may make a copy of the Software for backup or modification purposes only in support of the City's authorized use of the Software hereunder as Sun Ridge has expressly authorized; and

iii. No one using the Software, and no one for whose benefit the Software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the Software or any part or copies thereof to any third party.

iv. The City shall not transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency.

v. The City shall not use the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component.

vi. The City shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge.

vii. The License granted under this Agreement shall apply only to the object code for the Software. No one using the Software, and no one for whose benefit the Software is being used, shall have the right to use or have access to the source code for the Software, and neither the City nor anyone using the Software pursuant to this License will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software.

viii. The City acknowledges that the Software and the Documentation constitute trade secrets of Sun Ridge. The City agrees to maintain the confidentiality of the Software and the Documentation, and shall take commercially reasonable steps to preserve that confidentiality pursuant to Section 12 of this Agreement.

b. The term of the License shall commence upon Final Acceptance of the Software by the City, and shall continue until the License is terminated as provided below.

i. Sun Ridge may immediately terminate the License in the event of any failure by the City to comply with the terms or conditions of this Agreement by giving written notice of such termination to the City. In the event the City has leased the Software from Sun Ridge, the License will terminate automatically upon termination of the lease. Upon such termination, the City shall immediately cease further use of the Software and will cause all copies of the Software to be destroyed or returned to Sun Ridge.

ii. The City may terminate the License at any time by giving written notice thereof to Sun Ridge and by destroying or returning to Sun Ridge all copies of the Software. The City acknowledges and agrees that any election by the City to terminate the License hereunder will not entitle the City to any refund of amounts paid or compensation of any kind from Sun Ridge.

iii. Upon any termination or expiration of the License, an authorized representative of the City shall certify in writing to Sun Ridge that all copies of the Software and the Documentation which were the subject of the License have either been destroyed or returned to Sun Ridge as required above.

iv. The provisions of Sections 7 and 11 through 13, inclusive, shall survive the expiration or termination of this Agreement.

c. Sun Ridge may, at its option, release updates to or new versions of the Software. If the City elects to obtain any update or new version of the Software, the use of such update or new version will be subject to the terms and conditions of this Agreement.

d. Except as expressly provided in this Agreement, Sun Ridge retains all intellectual property rights and other rights to the Software, Documentation (as defined below), and the source code for the Software.

Section 10. Indemnity and Insurance.

a. Sun Ridge agrees to indemnify, defend, and hold harmless the City and its officers, directors, shareholders, employees, and agents (the "City Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees ("Claims"), arising out of or relating to (i) any claimed or actual infringement of a third-party's intellectual property rights or (ii) the negligence or willful misconduct of any employee or agent of Sun Ridge occurring during or as a result of Sun Ridge's performance of its obligations hereunder, provided that Sun Ridge shall have no indemnity or other obligations to the City hereunder to the extent any such Claims arise from or are the result of the negligence or other fault of the City or its employees, agents or other contractors not affiliated with Sun Ridge. This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement. .

b. During the term of this Agreement, Sun Ridge shall comply with the following insurance requirements:

i. Workers' Compensation. Sun Ridge shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Sun Ridge may have for workers' compensation. Said policy shall also include employer's liability coverage of \$1,000,000 per accident for bodily injury or disease.

ii. General Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, and property damage personal injury; coverage includes products and completed operations,. Said insurance shall provide (1) that the City, its officers, and employees shall be included as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and non-contributory.

iii. Automobile Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement business automobile liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Said insurance shall provide (2) that the policy shall operate as primary insurance, and non-contributory.

iv. Certificates of Insurance. Sun Ridge shall file with City upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City prior to the effective date of such cancellation, or change in coverage.

Section 11. Termination Rights. Either party may terminate this Agreement upon material breach of any of the terms of this Agreement by the other Party, after first giving the other party written notice of such breach and thirty (30) days to cure. If the breaching party does not cure the breach within the allotted time, the Agreement will be terminated. Upon Termination, each party will return, delete, or destroy any copies, whether tangible or electronic, of Confidential Information obtained from the other party pursuant to this Agreement, including but not limited to any Documentation and any Confidential Information stored on any equipment that may be returned, and certify to the other party in writing within five (5) business days of the termination date that it has done so.

Section 12. Confidential Information. "Confidential Information" means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including but not limited to the Software and the Documentation pertaining thereto. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of Confidential Information, or is lawfully obtained from a third party. "Documentation" means those visually readable materials developed by or for Sun Ridge for use in connection with the Software, in either written or electronic form.

Each party agrees to protect the other party's Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a "need to know" basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the parties shall cooperate and take all reasonable acts (without significant cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information specifically requested by the tribunal or person compelling such disclosure shall be provided and no interpretation or analysis of such data prepared for the purpose of such disclosure shall be disclosed unless approved the party whose Confidential Information is at issue or required by law.

Ownership and title of any and all reports or records produced by the City's use of the Software shall automatically be vested in the City and no further agreement will be necessary to transfer ownership to City.

Section 13. General Terms.

a. Governing Law. This Agreement will be construed by and enforced in accordance with the laws of the state of California.

b. Mediation. If a dispute arises from or related to this Agreement or the breach of this Agreement and if such dispute cannot be settled through direct discussions,

the parties agree to first endeavor to settle the dispute in an amicable manner by mediation to be held in Monterey County, California. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.

c. Assignment. Parties may not transfer, assign, or sublicense this Agreement, any license hereunder, or any of its rights or duties hereunder to any other person, site or corporation without the prior written consent of the other party. Any attempted transfer, assignment, or sublicense made without prior written consent shall be completely void.

d. Notice. Any notice requested or permitted to be given hereunder shall be sent prepaid, certified mail, return receipt requested, and shall be deemed to have been given on the third (3rd) business day after mailing to the other party as follows: to the City at the address indicated in the initial paragraph of this Agreement or to Facsimile No. _____; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, Facsimile No. (530) 672-2385. Notices may be given by facsimile transmission to such number as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such number with confirmation of a successful transmission.

e. Independent Contractors. The parties to this Agreement shall constitute independent contractors. Nothing in this Agreement shall be construed as establishing any employment, partnership, joint venture or similar arrangement between the parties, and no party has any authority to commit any other party to any obligation to any other person or entity, unless expressly agreed to in writing signed by such party.

f. Force Majeure. Sun Ridge shall not be responsible for interruption of, interference with, diminution of, or suspension of any of its products or services, including performance failure, which are caused by strike, lockout, riot, epidemics, war, government regulation, fire, flood, natural disaster, acts of God, utility failures, losses or injuries arising directly or indirectly from criminal acts, negligent acts of others, malfunctions or inadequacies of equipment or service not directly within the control of Sun Ridge.

g. Authorization/Entire Agreement/Modification. This Agreement will be effective upon signing by the City and Sun Ridge. This Agreement is the complete and final Agreement of the parties relating to the subject of this Agreement and it replaces and supersedes any prior or contemporaneous oral or written understandings or agreements. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

h. ATTORNEYS FEES AND ENFORCEMENT. If it becomes necessary to engage in legal proceedings to enforce or interpret any of the provisions of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees incurred in connection with such proceedings. ___

This Agreement has been executed by the parties hereto, from the date shown on the first page.

SUN RIDGE SYSTEMS, INC.

City of Del Rey Oaks

By: _____
Anthony B. Richards

By: _____

Its: President

Its:

Exhibit A Scope of Work

Section 1 – Software Licenses

The City has purchased licenses for the following RIMS software applications:

- RIMS Records Management Software
- RIMS Property Room Bar Coding Software
- Citizen RIMS Public Access Software
- iRIMS Law Mobile App Software
- RIMS CIBRS Reporting Software

Section 2 - Project Schedule. Upon execution of the Agreement, Sun Ridge and the City shall define a mutually agreed on project schedule by task. Sun Ridge and the City will do its best to meet task completion dates; however, the schedule is tentative and subject to change.

Section 3 – Hardware. Sun Ridge of providing one (1) Worth Data Bar Code scanning unit.

Section 4 - Installation. Sun Ridge shall install all software applications listed above along with product documentation on the City-owned servers. All installation will be accomplished via remote access to the City provided servers. The City is free to distribute electronic and hardcopy versions of the documentation as necessary. Sun Ridge shall instruct City IT on how to install the RIMS client software as well as other RIMS products on City provided workstations and smartphone devices.

Section 5 – Configuration. Sun Ridge shall provide the following instruction sessions to the City's designated RIMS Administrators:

Initial Setup: Consists of two (2) sessions, not to exceed four (4) hours per session instruction on the preliminary configuration of RIMS. Initial Setup is conducted over the phone and via remote access to the City RIMS via remote access. The City will be given specific assignments to be completed at the conclusion of the sessions.

RIMS Business Process Review (aka "RIMS Configuration and Setup"0: Consists of one (1) days onsite. This session continues the system setup that was started with the Initial Setup sessions. The RIMS Administrators will be instructed on how to configure RIMS to most closely meet the desired operational procedures of the Police Department. In some cases, the RIMS Administrators may find that modifying existing procedures may be desired in order to take full advantage of RIMS functionality. The RIMS Administrators will additionally be instructed/assisted in setting up the remaining tables and values needed for the modules the City is sharing with the County. Discussions will include:

- Customization of drop down menu choices for data validation fields
- The Police Department's records management operational decisions
- Paper flow vs paperless vs less paper for records
- Selection of case format type

Section 6 - Data Conversion. Not included.

RIMS is currently UCR compliant. As of today, CA DOJ has yet to announce its process or schedule for testing/certification of the submission of CIBRS data. Therefore, we are assuming

you will begin using RIMS prior to CIBRS implementation. The scope of this project includes the cost of converting your data into the CIBRS format at a time the CIBRS is available.

Section 9 - Integration. No interfaces provided.

Section 10 - Training. The following training is “end user training” and shall be conducted on-site at a City provided location. Training days are contiguous, including weekends. Class times are 0800 to no later than 1700. Sun Ridge will provide a training plan at least 30 days prior to the first training session.

<u>Training Description</u>	<u>Number of Days</u>	<u>Number of Students</u>	<u>Max</u>
Officer/iRIMS Training	2 days (1 session, 2 days/session)	2 students per workstation	20
Records Training	1 day (+ Day 1 of Officer)	1 student per workstation	10
Property Room Training	1 day (+ Day 1 of Officer)	1 student per workstation	5

Section 11 - Go Live Support. One (1) Sun Ridge staff will be on site for one (1) day during the initial cutover to RIMS to answer questions and to address any system problems.

Section 12 - The City’s Responsibilities. The City is responsible for the following:

- Installation of all remaining client workstations
- Installation of all remaining smart phone devices
- Coordinate and schedule resources of the City to include IT staff
- Identify RIMS
- Provide system and other third-party software including SQL, ERSI Licenses, Windows Server 2017+ (64 bit)
- Provide data communications infrastructure (network, wireless, internet, intranet)
- Provide Geofile (aka “street file”) source and build-out
- Ensure accuracy of the geofile
- Ensure all user-maintained configuration and data validation tables are completed prior to the start of training
- Provide training facilities, workstations and ensure access to RIMS training database from the training location
- Schedule the City staff into requisite classes
- Provide all hardware meeting the following minimum specifications per the following link: <https://sunridgesystems.com/home/services/technical-information/>.

Exhibit B – Contract Amount

Item	Price
RIMS Records Management Software	\$12,000
RIMS Property Room Bar Coding Software	\$2,000
Citizen RIMS Public Access Software	\$1,000
iRIMS Law Mobile App Software	\$2,500
RIMS CIBRS Reporting Software	\$5,000
Worth Data Bar Coding Equipment (See Bar Coding Equipment note)	\$1,700
Installation and Training (Includes 6 days on site - see Installation & Training note)	\$25,865
First Year Support and Updates	\$3,375
California Sales Tax	\$157
TOTAL	\$53,597

Exhibit C – Support Services Agreement

Under this agreement Sun Ridge agrees to provide the following services and products to the City:

1. **Coverage Hours.** Sun Ridge will provide a toll free phone number for the City to call whenever a covered problem occurs. Normal service hours will be Monday-Friday, 8AM-5PM PST, with the exception of New Years Day, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day ("common holidays"). However, for instances with the City's system is completely inoperable due to a Sun Ridge software problem ("critical problems") preventing basic system operation service will be available 24 hours, 7 days a week, common holidays included.
2. **Sun Ridge Response to reported problems.** Sun Ridge agrees to provide service and assistance as expeditiously as possible as follows:
 - a. Most problems will be resolved with the initial phone call.
 - b. For problems that cannot be immediately resolved, Sun Ridge will work to resolve the problem based on the severity of the problem *and* the urgency reported by the City.
 - For critical problems, Sun Ridge personnel will work with the City until the situation is resolved.
 - For problems that are not critical problems that have a lesser though continuing impact on operations of the City ("non-critical problems"), Sun Ridge will endeavor to provide a solution or work around within 72 hours of the problem being reported to Sun Ridge by the City.
 - For problems that are not critical problems and are not non-critical problems ("minor problems") Sun Ridge may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.
3. **City equipment and software responsibilities.** The City agrees to allow Sun Ridge to remotely connect to the City's system when a problem is reported. Sun Ridge uses Bomgar Remote Support Software for this purpose. Bomgar software provides superior security and does so over an ordinary internet connection via a Sun Ridge server that hosts a Bomgar security hardware device.

Sun Ridge will use this connection to examine data files related to reported problems and to provide updates and corrections when necessary.
4. **Provision of software updates.** Sun Ridge will provide at no additional cost all new enhanced and updated versions of software licensed to the City. This software will be

provided with detailed installation instructions for installation by the City. If desired, the City may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the Sun Ridge ftp web site. Sun Ridge will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.

5. **Term.** The term of this Support Services agreement shall be one (1) year from the system cutover date and shall be automatically annually renewed for another year upon annual payment of invoice.

8. **Limitations.** Sun Ridge agrees to provide support only for public safety application software provided by Sun Ridge. Other software used by the City (word processing, spreadsheet, etc.) is not included in this agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although Sun Ridge may assist the City in isolating problems to this software. Also specifically excluded is responsibility for administration, support, or maintenance of your server, computer network, operating systems, or database (Microsoft SQL Server). The City may request that Sun Ridge provide support services outside the limitations of this Support Services agreement. If Sun Ridge agrees to provide any requested additional support services, which Sun Ridge may do or decline to do in its sole discretion, such support services will be provided at Sun Ridge's then-current rate and on such other terms and conditions as Sun Ridge may require.

This agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners and other computer peripheral devices with the exception that Sun Ridge will assist the City in determining whether a problem is RIMS application software in nature.

Meetings' Report: Louise Goetzelt

June 2020

Del Rey Oaks City Council Meeting

Northern Salinas Valley Mosquito Abatement District (NSVMAD):

June 9, 2020: This was a relatively short meeting, see attached agenda. The matter concerning the 2020-2021 parcel assessment was tabled to a special meeting on June 19 at 12:00. This was due to a typographical error in the published notice.

Manager's Report: Thus far this year, there have only been a total 29 birds that tested positive for West Nile Fever, these were in 10 CA counties. None in Monterey County. Plans for the district's new building were sent to the city for approval and to an architect for cost estimates.

A Special Meeting of the NSVMAD concerning the 2020-2021 parcel assessment is scheduled for 12:00 on June 19, 2020.

Association of Monterey Bay Area Governments (AMBAG):

June 10, 2020: The board approved the distribution/allocation of Regional Early Action Plan (REAP) funds for housing planning. Cities with a population under 20,000 are eligible to apply for a grant of \$65,000 to be used for housing related actions (but not actual construction). The application forms should be available before the end of June 2020. Funds could be distributed as soon as July 2020 and must be used before July 2023.

The board was provided an update on the Hwy 1 Climate Resiliency Study, which is looking at potential solutions to protect the road between the junction of 183 near Castroville to the Santa Cruz county line, as well as the railroad line that runs through Elkhorn Slough, from sea level rise. It is a remarkably interesting study, with a lot of diverse participants, from transportation agencies, AMBAG, conservation organizations such as The Nature Conservancy, and financial analysis organization like The Center for the Blue Economy. This is not a plan or design study, nor an environmental impact study. It is a study to try to identify economically and environmentally feasible options to protect these important transportation corridors while at the same time protecting, and maybe even expanding the sensitive area of the Elkhorn Slough. For more information go to <https://resilientca.org/case-studies/central-coast-highway-1-climate-resiliency/>. A PowerPoint presentation of the meeting, which includes the briefings on the REAP and the Hwy 1 Resiliency Study is available at <https://ambag.org/meetings-archive>.

I also participated in the development of the city's budget for Fiscal years 2020-2021 and 2021-2022.



**822nd REGULAR MEETING
OF THE
BOARD OF TRUSTEES**

342 Airport Blvd
Salinas, CA 93905

****Join us by Zoom****

<https://us02web.zoom.us/j/8314226438?pwd=QkZCQW0yd3dkaXkxVXovRjVqOHFhQT09>

For more ways to connect please go to bottom of the page

~AGENDA~

June 9, 2020

12:00 P.M. Noon

Accessible Public Meetings: Upon request, Northern Salinas Valley Mosquito Abatement District will provide written agenda materials in appropriate alternative formats, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number and a brief description of the requested materials and preferred alternative format or auxiliary aid or service at least thirty (30) days before the meeting. Requests should be sent to: Northern Salinas Valley Mosquito Abatement District, 342 Airport Blvd. Salinas, CA 93905.

1. CALL TO ORDER:

2. ROLL CALL—ESTABLISHMENT OF QUORUM

Chair Jeff Cecilio – *County of Monterey*, Vice Chair Don Cranford – *County of Monterey*, Secretary Nancy Amadeo – *City of Marina*, Carl Hansen – *County of Monterey*, Mary Ann Carbone – *City of Sand City*, Jim Tashiro – *City of Salinas*, Diane deLorimier – *City of Monterey*, Jason Campbell – *City of Seaside*, Alissa Kispersky, Alternate – *City of Seaside*, Louise Goetzelt – *City of Del Rey Oaks*

3. PUBLIC INPUT (Limited to 3 minutes)

The consent calendar includes routine items that can be approved with a single motion and vote. A member of the Board of Trustees may request that any item be pulled from the Consent Calendar for separate consideration.

4. CONSENT CALENDAR:

- A. **APPROVAL OF THE MINUTES: May 12, 2020**
- B. **PAYROLL WARRANTS: May 2020 \$87,113.99**
- C. **COMMERCIAL WARRANTS: May 2020 \$23,650.25**
- D. **UMPQUA BANK: April 2020 \$8,289.06 (Included in Commercial Warrants)**
- E. **TIME DISTRIBUTION: May 2020**
- F. **BALANCE SHEET: May 2020**
- G. **SCHEDULE OF EXPENDITURES: May 2020**
- H. **Q1 & Q2 COMPILATION FINANCIAL STATEMENTS**

5. **OTHER BUISNESS:**
OPENING OF PUBLIC HEARING FOR THE 20-21 BENEFIT ASSESSMENT

6. **ACTION ITEMS:**
NONE

7. **MONTHLY AND OPERATIONS REPORT:**
Ken Klemme, District Manager/Biologist

8. **TRUSTEE COMMENTS:**

Adjournment to June 19th special meeting at noon.

IMPORANT NOTICE REGARDING COVID-19 AND TELECONFERENCED MEETINGS:

Based on the mandates by the Governor in Executive Order 33-20 and the County Public Health Officer to shelter in place and the guidance from the CDC, to minimize the spread of the coronavirus, please note the following changes to the District's ordinary meeting procedures:

- The District offices are **not** open to the public at this time.
- The meeting will be conducted via teleconference using Zoom. (See Executive Order 29-20)
- All members of the public seeking to observe and/or to address the local legislative body may participate in the meeting telephonically or otherwise electronically in the manner described below.

HOW TO OBSERVE THE MEETING: Join Zoom Meeting

<https://us02web.zoom.us/j/8314226438?pwd=QkZCQW0yd3dkaXkxVXovRjVqOHFxQT09>

Meeting ID: 832 422 6438

Password: mosquito

One tap mobile

One tap mobile
+16699006833,,8314226438#,1#,626473# US (San Jose)
+12532158782,,8314226438#,1#,626473# US (Tacoma)

HOW TO SUBMIT PUBLIC COMMENTS:

Before the Meeting: Please email your comments to info@montereycountymosquito.com, write "Public Comment" in the subject line. In

the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (not to exceed three minutes at staff's cadence), prominently write "Read Aloud at Meeting" at the top of the email. All comments received before 12:00 PM the day of the meeting will be included as an agenda supplement on the District's website under the relevant meeting date and provided to the Trustees at the meeting.

Comments received after this time will be treated as contemporaneous comments.

Contemporaneous Comments: During the meeting, the Board President or designee will announce the opportunity to make public comments and identify the cut off time for submission. Please email your comments to info@montereycountymosquito.com, write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. Once the public comment period is closed, all comments timely received will be read aloud at the meeting (not to exceed three minutes at staff's cadence). Comments received after the close of the public comment period will be added to the record after the meeting.

AMBAG

Board of Directors Agenda

Association of Monterey Bay Area Governments

P.O. Box 2453, Seaside, California 93955-2453

Phone: (831) 883-3750

Fax: (831) 883-3755

Email: info@ambag.org



Meeting Via GoToWebinar

DATE: June 10, 2020

TIME: 6:00 PM

Please register for the AMBAG Board of Directors meeting at

<https://attendee.gotowebinar.com/register/3664314221912976907>

The AMBAG Board of Directors meeting will NOT be held at the Marina Library, Community Room, 190 Seaside Circle, Marina, CA 93933 as originally scheduled in light of Governor Newsom's State of Emergency declaration regarding the COVID-19 outbreak and in accordance with Executive Order N-29-20 and the shelter in place directive. The meeting will be conducted via GoToWebinar. The AMBAG Board of Directors will participate in the meeting from individual remote locations. We apologize in advance for any technical difficulties.

Members of the public will need to attend the meeting remotely via GoToWebinar.

Persons who wish to address the AMBAG Board of Directors on an item to be considered at this meeting are asked to submit comments in writing at info@ambag.org by 5:00 PM, Tuesday, June 9, 2020. The subject line should read "Public Comment for the June 10, 2020 Board of Directors Meeting". The agency clerk will read up to 3 minutes of any public comment submitted.

To participate via GoToWebinar, please register for the June 10, 2020 AMBAG Board of Directors meeting using the following link: <https://attendee.gotowebinar.com/register/3664314221912976907>

You will be provided dial-in information and instructions to join the meeting.

If you have any questions, please contact Ana Flores, Senior Executive Assistant at aflores@ambag.org or at 831-883-3750.

-
1. CALL TO ORDER
 2. ROLL CALL
 3. ORAL COMMUNICATIONS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA
(A maximum of three minutes on any subject not on the agenda)
 4. ORAL COMMUNICATIONS FROM THE BOARD ON ITEMS NOT ON THE AGENDA

5. COMMITTEE REPORTS

- A. Executive/Finance Committee**
Recommended Action: INFORMATION
• **President McShane**

Receive oral report.

- B. Monterey Bay National Marine Sanctuary (MBNMS) Advisory Council (SAC) Meeting**
Recommended Action: DIRECT
• **President McShane**

The next meeting is scheduled on June 19, 2020.

- 6. EXECUTIVE DIRECTOR'S REPORT**
Recommended Action: INFORMATION
• **Maura Twomey, Executive Director**

- 7. CONSENT AGENDA**
Recommended Action: APPROVE

Note: Actions listed for each item represents staff recommendation. The Board of Directors may, at its discretion, take any action on the items listed in the consent agenda.

- A. Draft Minutes of the May 13, 2020 AMBAG Board of Directors Meeting**
• **Ana Flores, Senior Executive Assistant**

Approve the draft minutes of the May 13, 2020 AMBAG Board of Directors meeting. (Page 5)

- B. AMBAG Regional Clearinghouse Monthly Newsletter**
• **Will Condon, Planner**

Accept the clearinghouse monthly newsletter. (Page 11)

- C. AMBAG Energy Watch Update Report**
• **Amaury Berteaud, Special Projects Manager**

Accept the Energy Watch update report. (Page 15)

D. Memorandum of Understanding (MOU) between AMBAG and Monterey Bay Community Power (MBCP) for the Development of Annual Community-Wide GHG Inventories for MBCP Member Agencies

- Amaury Berteaud, Special Projects Manager

Approve the MOU between AMBAG and MBCP for the Development of Annual Community-Wide GHG Inventories for MBCP Member Agencies and authorize the Executive Director to execute the MOU. (Page 19)

E. Memorandum of Understanding (MOU) between AMBAG, San Luis Obispo Air Control Pollution District, and San Luis Obispo Council of Governments for the Development of 2018 Community-Wide GHG Inventories for six San Luis Obispo jurisdictions.

- Amaury Berteaud, Special Projects Manager

Approve the MOU between AMBAG, San Luis Obispo Air Control Pollution District, and San Luis Obispo Council of Governments for the development of 2018 community-Wide GHG inventories for six San Luis Obispo jurisdictions and authorize the Executive Director to execute the MOU. (Page 29)

F. Draft Amendment No. 4 to the FY 2019-20 Monterey Bay Region Overall Work Program (OWP) and Budget

- Bhupendra Patel, Ph.D., Director of Modeling

Approve Draft Amendment No. 4 to the FY 2019-20 OWP and Budget. (Page 41)

G. Financial Update Report

- Errol Osteraa, Director of Finance & Administration

Accept the financial update report which provides an update on AMBAG's current financial position and accompanying financial statements. (Page 55)

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND POSSIBLE ACTION

9. PLANNING

A. Draft Approach for the Allocation of Regional Early Action Planning Funding
Recommended Action: APPROVE

- Heather Adamson, Director of Planning

Approve the approach for the allocation of the AMBAG Regional Housing Planning (REAP) Funding. (Page 61)

B. Central Coast Highway 1 Climate Resiliency Study

Recommended Action: INFORMATION

- Heather Adamson, Director of Planning

Receive a presentation on the draft report for the Central Coast Highway 1 Climate Resiliency Study. (Page 65)

10. ADJOURNMENT

REFERENCE ITEMS:

- A. 2020 Schedule of Meetings (Page 75)
- B. Acronym Guide (Page 77)

NEXT MEETING:

The 2020 AMBAG Board of Directors meeting locations are subject to change and may be held remotely in light of Governor Newsom's State of Emergency declaration regarding the COVID-19 outbreak and in accordance with Executive Order N-29-20 and the shelter in place directives.

Date: August 12, 2020

Location: TBD

Executive/Finance Committee Meeting: 5:00 PM

Board of Directors Meeting: 6:00 PM

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. If you have a request for disability-related modification or accommodation, including auxiliary aids or services, contact Ana Flores, AMBAG, 831-883-3750, or email aflores@ambag.org at least 48 hours prior to the meeting date.



MST HIGHLIGHTS

May 11, 2020

MAY EMPLOYEE OF THE MONTH

The MST Board unanimously adopted Resolution 2020-22 recognizing Humberto Hernandez as the May 2020 Employee of the Month for his outstanding contribution to MST and to the entire community.

APPROVED FEMA PROJECTS ASSOCIATED WITH COVID-19

The MST Board unanimously approved resolution 2020-23 authorizing the certification and assurances, agent forms and execution of FEMA Projects associated with the COVID-19 Pandemic, FEMA event #4482-DR-CA.

APPROVED FORA ISSUANCE OF BONDS TO REMOVE BLIGHTED BUILDINGS

The MST Board unanimously approved resolution 2020-24 authorizing General Manager/CEO to enter into a Building Removal Funding Agreement with the Fort Ord Reuse Authority and the City of Marina to remove MST-owned buildings within the area of the former Fort Ord.

APPROVED THE PURCHASE OF DRIVER PROTECTION BARRIERS

The MST Board unanimously approved the purchase of up to ninety-six (96) Driver Protection Barriers from Gillig at a cost not to exceed \$576, 000.

RECEIVED COVID-19 INCIDENT RESPONSE UPDATE

The MST Board received a report from the General Manager/CEO on activities related to COVID-19 pandemic incident response recovery and provided direction.

CONDUCTED WORKSHOP ON PLANNING COVID-19 RECOVERY

The MST Board received a report from the General Manager/CEO and conducted a workshop with MST Staff on planning COVID-19 Recovery. Chair LeBarre appointed a COVID-19 Recovery Ad Hoc Committee consisting of board members LeBarre (King City), Barrera (Salinas), and Albert (Monterey).

NEXT MST BOARD MEETING

The next MST board meeting will be held on June 8, 2020.

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

www.tamcmonterey.org

HIGHLIGHTS

May 27, 2020



TAMC Board Presents Public Works Week Proclamation

The Transportation Agency Board of Directors adopted a proclamation to declare that the week of May 17 through 23 as National Public Works Week. The Board joined others from around California and the United States to pay tribute to public works professionals, engineers, managers, and employees and recognize the substantial contributions they make to our community's health, safety, and quality of life. Celebrating Public Works Week allows TAMC the opportunity to thank the men and woman who provide these valuable services to our community.

Caltrans Presented Big Sur Traffic Management Plan to TAMC Board of Directors

The TAMC Board of Directors received a presentation from John Olejnik, Senior Transportation Planner, Caltrans District 5, on the Big Sur Highway 1 Sustainable Transportation Demand Management Plan.

The Plan addresses issues associated with the Highway 1 corridor, including limited off-highway parking, visitors walking along the highway, increased travel times, guidelines for potential electric vehicle charging stations, and other operational concerns. Also addressed are the physical and environmental constraints which limit the ability and appropriateness of expanding the footprint of roads, parking areas, and other transportation infrastructure.

The Plan developed with input from a Stakeholder Advisory Committee, which included the Transportation Agency and other stakeholders from different regions along the corridor as well as interested residents, provides a collaborative and comprehensive framework to address the increasing visitor demand along the Big Sur Coast in an efficient and environmentally sustainable way.

[Big Sur Highway 1 Sustainable Transportation Demand Management Plan](#)

Measure X Senior & Disabled Cycle Two Grant Awards Approved

The TAMC Board of Director approved \$1.5 million of Measure X Senior & Disabled Transportation funds to Cycle 2 Award Grants to ITN Monterey County, Alliance on Aging, and Partnership for Children, and the option to fund Kernes Memorial Pool if there are sufficient funds leftover from Cycle 1.

The Cycle Two Grant Funds, covering fiscal years 2020/21, 2021/22, and 2022/23 will be used to increase transportation services for seniors and those with disabilities in communities from Big Sur to North County and the Salinas Valley.

With the grant, ITN Monterey County will continue to provide 24 hours/7days-a-week, arm-through-arm, door-through-door transportation service for seniors and adults with visual impairments throughout the county and implement their Rural Pilot Expansion program.

Alliance on Aging will use their funding to provide information/referral to existing transportation providers, one-on-one travel trainings, distribute bus passes, and advocacy efforts in South and North County.

Partnership for Children will use their funds to provide transportation services for Monterey County children living with serious illnesses who must travel to children's hospitals in the Bay Area for medical care.

Kernes Memorial Pool request is to fund their wheelchair accessible taxi subsidy program to provide low and very low-income senior and disabled residents with transport to the pool for therapeutic aquatic services.

Measure X Funding Agreement with MST Authorized for South County Facility

In a move, which would provide jobs, increased transit service to South County and lower greenhouse gas emissions, the TAMC Board authorized a Measure X funding agreement with Monterey Salinas Transit in an amount not to exceed \$10,359,695, to support the construction of the South County Maintenance and Operations Facility in King City. Upon the approval of the agreement, MST immediately used this funding as leverage and applied for an \$8 million low-interest federal loan for the remaining funding needed to finance this Measure X project.