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, SEPTEMBER 22, 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
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Meeting ID: **842 3378 5800**

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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. **CONSENT AGENDA:** ***Action Items***

   A. **MINUTES: (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)**
      1. **August 25, 2020 Regular City Council Meeting**
      2. **September 9, 2020 Regular Planning Commission Meeting-*draft***

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

   C. **MISCELLANEOUS (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)**
      1. **Updated Strategic Planning Grid**

4. **NEW BUSINESS:** ***Action Items***

   A. **Receive an Update and Provide Direction on South Boundary Road Project**
   B. **Consider City Comment Letter to Airport Regarding Airport Master Plan EIR Amendment**
   C. **Consider City Manager Leave of Absence and Appointment of Jeff Hoyne as Acting City Manager and Chris Bourquin as Acting Chief of Police**
   D. **Consider Contracting with Regional Governmental Services for Financial Services**

5. **STAFF REPORTS:**
   A. **City Manager Report**

6. **MAYOR AND COUNCIL REPORTS**
   A. **City Council Member Goetzelt**

7. **CORRESPONDENCE:**
   A. **MST Board Meeting Highlights**
   B. **TAMC Board Meeting Highlights**
   C. **AMBAG Agenda**
   D. **Mosquito Abatement Agenda**

8. **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:

1) 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.)

C. Adjourn to Open Session

D. Report Out By City Attorney

9. NEXT MEETING DATE: Tuesday, October 27, 2020, at 6:00pm

10. ADJOURNMENT

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

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CITY OF DEL REY OAKS CITY COUNCIL REGULAR MEETING CONVENED AT 6:00 P.M. ON TUESDAY, AUGUST 25, 2020 VIA ZOOM ON LINE MEETING

Present: Council Member Goetzelt, Council Member Gaglioti (6:07), Council Member Lintell (6:01) Vice Mayor Clark and Mayor Kerr
Absent: None
Also present: City Attorney Lorca, City Manager Pick, Chief Hoyne, Deputy City Clerk Minami and Deputy City Treasurer Carvalho

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

PUBLIC COMMENT:
Mary Solseng: Item 8 on Strategic Planning document is the 3 year goals. Wants to know when and how will the public be able to give input for any development on the Former Ft. Ord and hopefully it is before the negotiations. Hopefully the developers are willing to listen to citizen concerns. Reads Dennis Allion's statement from last months minutes. Why is he speaking on behalf of City Council and staff, just curious, does he have inside information?
Dennis Allion: Was on the City Council for many years and the process does not change. The process gives developers opportunity for public input, they listen to the desire of the residents. He was on Planning Commission the last time. During the current election, still trying to accuse Council Member Gaglioti of unethical behavior. Even the legal counsel from Water Management found there was not any unethical behavior on John's part. Just because one disagreed with John's actions, does not make his actions unethical. There isn't any connection between his business and the water company.

Mayor Kerr reads the Proclamations.
PROCLAMATIONS:

A. Commander Bourquin:25 Years of Service- Mayor Kerr reads

Chief Hoyne: Invaluable to the department and to him. Chris has knowledge of the department's history, the city and the residents that is irreplaceable. Without him, he would be lost. Presented him with proclamation and a plaque from the department.
Commander Bourquin: 25 years ago, started hanging around the department with Tom Nguyen, the reason still here is they hired him. Seen very lean times, remembers watching election results to see if public safety tax passed to make sure they still had jobs. This the best this department has ever been, by a long shot. One of the main reasons is Chief Hoyne. There are never any surprises working for him. Love that they laugh a lot and work hard too. Thank his City Manager, the hardest working person he knows. Thanks him for contracting with Steve Belcher and thanks Belcher for recommending Hoyne. The department is lucky compared to other cities! Worked with 4 different Mayors, several City Council Members and a few City Managers. The City Council

takes the vision and runs with it, they have spent the last 10-15 years making the City stand on it's own without the Public Safety Tax. Thank you.
Chief Hoyne: Thanks everyone.

B. 100th Year Anniversary of 19th Amendment Passage– Mayor Kerr reads

PRESENTATION: Monterey One Water

Paul Sciuto, GM of Monterey One Water: Prop 218 potential rate increase. Five-year plan to raise rates for capital improvements on infrastructure. Because of pandemic the delinquencies have risen.

COVID - 19 Impacts on M1W Revenues

Revenue Category	Projected Reductions FY 20-21	
Residential/Commercial Related User Fees Delinquencies: Monterey February Bills 10.5%	10% to 15%	$3.3 to $4.5 million
Development/Connection (Capacity) Fees Decrease April-May 20 vs April-May 19 – > 95%	90%	$800,000
Other User Fees Decrease in April 2020 vs April 2019 - 56%	28%	$800,000
Estimated Total Impact	**$4.9 to $6.1 million**	

Monterey One Water

Base Budget

Base Budget *Includes the following significant reductions to expenses*	**$29.2 Million**

Initial Cuts Taken to Address Projected Revenue Shortfalls:

- Reductions to Operating Expenses $ 2.19 million
- Initiation of a Hiring Freeze $ 952 K
- Deferment of Lower-Risk CIP $ 1.65 million
- Decrease Board Stipend by 50% $ 12 K

Additional Steps Needed In Order to:

- Maintain Reserve Levels and;
- Maintain a 125% minimum bond coverage ratio

Monterey One Water

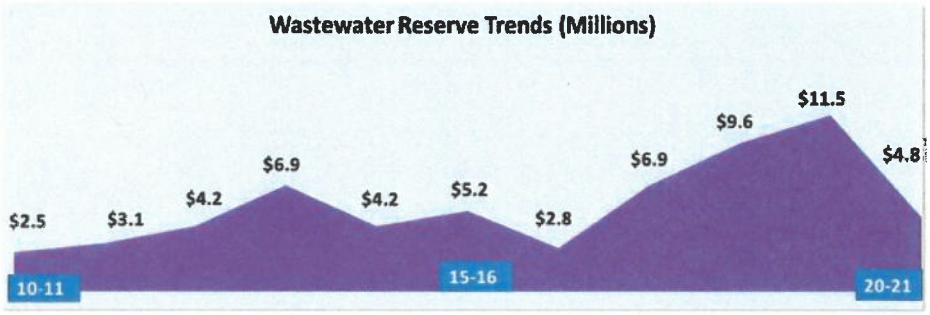
Proposed Additional Steps

Item	Additional Revenue / Cost Savings
Additional Revenue Generated from Rate Increase	$2.565M*
8-13 days of Furlough and Deferred COLA for All Staff	$435K
Total Needed Additional Revenues / Expense Cuts	**$3.0 M**

*** Increase Residential Rates by $3.50 monthly for FY 2020-21**

Monterey One Water

Trends of Available Reserves for Wastewater Fund



Monterey One Water

Even with cutting the budget and drawing money from reserves, there is still a short fall. Bond coverage ratio. The old board has always been a pay as you go, with a history of reserves. 11.5 million isn't that much. With the pandemic, it just isn't financially stable. The late payments were tax liens, but now with the Governor declaring that property taxes can be paid late, doesn't help the delinquencies.

Vice Mayor Clark: Residents were upset with Green Waste increased rates. Once the pandemic is over, will the rates go lower?

Paul Sciuto: No. 30,000 protests needed for no increase.

Council Member Goetzelt: Small increases are more acceptable. Been on many Condo Associations, small doesn't have much impact. Special assessments are hard to accept. Need to maintain the infrastructure for the future.

Council Member Gaglioti: The proposed is to get through the emergency, before the pandemic the rate increases were much bigger. Needs 10 million for deferred maintenance only.

Paul Sciuto: Reviewed slides regarding deferred maintenance.
Mayor Kerr: The board made some unwise decisions in the past. Can you get loans from the State?
Paul Sciuto: Yes, 30 year loan at 1% but there is a limit how much to borrow and what it is for. Bond rating is important. Board has to figure out what to finance and what to pay as we go.
Mayor Kerr: Water purchase agreement?
Paul Sciuto: The board didn't want to hold money that they felt was the publics. The water purchase agreement is different.

PUBLIC COMMENT:

Dennis Allion: Must have historical prospective. Following the financial uncertainty of 9-11, no rate increases for long periods of time. 10 years with no increase and a growing back log of deferred maintenance. Board is taking responsible action right now.
Bill Cronin: 39 years working at MRWPCA. In support of it. There was a time where it was $12.00 a month, artificially low for many years. They need 10-15 million for repairs. Furloughs before winter hits?
Paul Sciuto: Furloughs through the fiscal year. Delinquencies are the greatest hit.
John Tilly: Are you ready to pay a 6 figure legal bill?
Paul Sciuto: For the dispute with Water Management District.
Vice Mayor Clark: Can you apply for grants?
Paul Sciuto: Yes, has been successful, but grants are not for deferred maintenance. The have received 15 million from State and 1.4 from Federal under Board direction. They have partnered with City of Salinas, and that was fairly successful.

NEW BUSINESS:

Mayor Kerr: Checking account balance is 2 million. But the $748,000 for habitat and the $500,000 for South Boundary is in there and that is ear marked. Asked Dino about the $104,000 PERS payment and the City was able to avoid paying interest and made a lump sum payment rather than paying monthly interest. Good work.

CONSENT AGENDA:

A. MINUTES
1. June 23, 2020, Regular City Council Meeting
2. June 10, 2020, Draft Regular Planning Commission Meeting

B. REPORTS
1. Claims Report, June/July 2020
2. Unpaid Bills Detail, All
3. Financials June/July 2020 and June/July 2019
4. Fire Department Response Report, June/July 2020
5. Police Activity Report, June/July 2020

C. MISCELLANEOUS:

1. Updated Strategic Planning Grid
2. Resolution to Dissolve the Mayors Water Authority JPA
3. Response to 2019/2020 Monterey County Civil Grand Jury Final Report response regarding overdue responses to 2018/2019 Rape Kit Processing in Monterey County Civil Grand Jury Report
4. Response to 2019/2020 Monterey County Civil Grand Jury Final Report regarding sexual harassment prevention and compliance

Motion to approve consent agenda by Vice Mayor Clark
Second by Council Member Lintell

MOTION PASSED UNANIMOUSLY VIA ROLL CALL VOTE

OLD BUSINESS:

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

City Manager Pick: No complaints yet and the one example of this is the cannabis business that is renting a city building asking to defer rent.
Vice Mayor Clark: Appropriate.
Council Member Lintell: Approves of it.
Council Member Goetzelt: In favor of extending.
Council Member Gaglioti: Other jurisdictions have a bigger need and have systems in place for the city to take on the hardship with forgivable loans rather than pushing out the payments.
Mayor Kerr: Like Monterey?
Council Member Gaglioti: Doesn't know what they are doing. Federal loans really help businesses. Staff should look into it.
Council Member Goetzelt: Federal block grants available. Believes that Monterey is using grants to fund forgivable loans.
Mayor Kerr: Is County also November 30th ?
City Manager Pick: Doesn't know but will find out.

PUBLIC COMMENT

Dennis Allion: Even though the bank balances are high now, those funds are restricted. Be careful not to give away money that we will need. Remembers what it was like when balances were very low.

Motion to approve item 6.A. Consider an Urgency Ordinance Relating to a Temporary Moratorium on Evicting Tenants, and Declaring the Ordinance to Be an Urgency Measure to Take Effect Immediately Upon Adoption
by Vice Mayor Clark

Second by Council Member Gaglioti

MOTION PASSED UNANIMOUSLY VIA ROLL CALL VOTE

NEW BUSINESS:

A. Consider the creation of a Police Advisory Committee

City Manager Pick: Chief Hoyne recognized the need for this committee and implemented this for Council consideration. Very impressive.
Chief Hoyne: Unprecedented times with pandemic, fires and social unrest. Wants to keep a positive relationship between the PD and residents. Compared to other cities, DROPD is extremely well supported. Rather than criticism, they get thank you cards and baskets of cookies. To continue with that wanted to form a Police Advisory Committee. Several cities have formed or are starting them.
The Police Advisory Committee (PAC) will review and make recommendations to the Chief of Police on policies, procedures, operations, problem-solving strategies, and community relations. Be comprised of up to 7 members, five residential members, and two business/stakeholder members. Committee members must be 18 years of age or older and residents of the City of Del Rey Oaks. Business or Stakeholder members must be at least 18 years of age and shall serve in a leadership role in a business, faith, community, or similar organization that operates in the City of Del Rey Oaks. Members will be selected by each sitting City Council member shall nominate one resident of Del Rey Oaks for appointment to the committee. The City Manager will nominate two at large business or stakeholder members for appointment to the committee. All members must be approved by the City Council prior to appointment. All appointments shall serve two-year terms. Terms are renewable with approval of the City Council. Chairperson and vice-chair shall be appointed on an annual basis by the Mayor, with approval of the City Council. The PAC will act in an advisory capacity to the Chief of Police providing review and making recommendations on Police Department policies, procedures, operations, problem solving strategies, and community relations. Each PAC member will attend an 8-hour Police Department orientation session presented by Police Department staff. With a short background check. This orientation will consist of training and information specific to department operations and current law enforcement issues. The Chief of Police will serve as the liaison to the committee. The Chief of Police would set Committee agendas, schedule meetings, and report back to the City Council on a regular basis regarding the outcome(s) of Committee meetings. The committee should meet at least quarterly, with meetings scheduled by the Chief of Police or their designee. This ties into the Strategic Plan that will be on a future agenda, this committee is in it. DROPD is as the forefront.

Vice Mayor Clark: It is well thought out and balanced. Such a great department, meetings will be short. Look at great example of Officer Baza's letter in the packet. Moved to DRO because of the PD, residents love the PD. Maybe a packet of information in it, for anyone that is interested in learning about the committee.
Chief Hoyne: Will put something together in short order.
Council Member Lintell: Outstanding PD, no protests like other cities. They wave to folks, talk to the kids and this will keep it that way. Thanks Chief.
Council Member Goetzelt: 34 years of military service. This is a wonderful two-way street. Smart way to keep the community involved. Thanks Chief.
Mayor Kerr: Will we be aware of misconduct in personal and professional life?
Chief Hoyne: This is not an oversight board, will not review misconduct. It's part of the Peace Officer Bill of Rights, prohibited by law to speak about personnel matters. Names cannot be released and there is very limited discussion of information.
Mayor Kerr: What are other communities doing?
Chief Hoyne: Will reach out to find out.
Mayor Kerr: Wants parameters to include mandatory ride along, an airport representative and would like a committee spokesperson to report out to Council rather the Chief. How soon can we start, considering the upcoming election with 3 seats up. Excited!
Chief Hoyne: Could be up and operational with the next quarter.
Council Member Gaglioti: Would the members by sworn in?
Chief Hoyne: No, it would be like other committees.
City Attorney Lorca: Not necessary.
Council Member Gaglioti: What is the role of the committee member and how hands on? More than one ride along required.
Chief Hoyne: It's is flexible right now, it's the first draft. It's your committee.
Council Member Gaglioti: What is the term?
Chief Hoyne: Two years. No oversight on incidents and discipline. It is meant to be a be a holistic look at the operations of the Police Department. What we do and why we do it.
Council Member Gaglioti: When growing up in DRO, there was a Youth Officer, it was the former Chief Feather. It was a Cop on the beat, type of thing. Would a youth officer be part of the plan?
Chief Hoyne: The committee could look at it.

PUBLIC COMMENT:

Scott Waltz: Wants the City Council to cut the cake, so we can have diversity on the committee. Why the Mayor to pick Chair and Vice Chair?
Chief Hoyne: Subject to change, City Council wishes.

Council Goetzelt: The Mayor appointments are with Council approval only. Would like to see it started soon.

Motion to approve Item 7.A. Consider the creation of a Police Advisory Committee with the addition of an Airport Representative on the committee by Mayor Kerr
Second by Council Member Gaglioti

MOTION PASSED UNANIMOUSLY VIA ROLL CALL VOTE

STAFF REPORTS:

City Manager Pick: Thankful for no lighting strikes and Cal Fire made progress to contain the wildfires. Thankfully DRO made it through the scare. We all know families who have been evacuated due to the fires. Chief's home avoided destruction though his car did not. Now the DROPD has an evacuation plan in place thanks to Chief and his command staff, had it done in 12 hours' time. Will be useful in any type of emergency, not just fire. And the department helped County Sheriff with the evacuation notices. Great job.
We are in better shape than most with our budget and keeping a close eye on money in and out. Solar panels are up, and City Hall is using less PG&E. Slurry project is complete, used thermoplastic rather than paint, it will last much longer. We decided not to re-mark cross walk close to Tweed, it gave a false since of security. Ron and Sherman did a great job. Ron has been painting berms with reflective paint and installing bollards on the medians in the City. City Hall will be staffed 5 days a week during the month of October to ensure access to ballot box. The challenges we face continue, and the community is handling with grace, thank you.
Vice Mayor Clark: Contactless payment system on MST buses, grant funded. MST helping with the evacuations. Received a grant for 9 million for new buses.
Sad to say that Mary Pounds has passed away. Started in 1995, and at that time it was only Mary Pounds and Elenore Fitzsimmons in the audience for the meetings. Wants to thank them. Both were very involved in Citizen Actions Group. Request to have the meeting adjourned in Mary's name.
Council Member Lintell: So sorry to Chief. Attended Seaside Sanitation where they adopted the resolution for the authorization by District Board Members of wire transfers of Seaside County sanitation District funds held in the Monterey County Investment pool. The Del Monte Lift station upgrades will be completed in November, the Canyon Del Rey near completion and the Rosita Rd had been reported to be completed in July but they are still waiting on PG&E for the new electric meter. Community Human Services approved the increase of vacation accrual for Managers from 240 to 248 hours. Approved exempt salary threshold that is mandated by California. Approved at Safe Place from 2 full time and 1.5 nurse to 3 full time nurses. CEO reported Elm street flooding due to break in pipe in roadway. 8 men were relocated to motels.

Cost of relocation will be covered by insurance. Damage was $50,000.00. Casa de Noche Buena progressing on schedule, opening in November 2020.

Chief Hoyne: Thanks everyone for the concern, folks are worse off, and he is fine but appreciates it.

Council Member Goetzelt: All reports are in the packet. Wants to add that only 10 human cases of West Nile cases, that is 1/10th the norm. They started a fly over before the fires to find mosquito breeding grounds, must pause that because of fires. AMBAG review housing needs numbers.

Council Member Gaglioti: Gave an extensive report on Monterey One Water and the situation as it relates to the desalination project, board meetings and correspondence. Water Master hasn't meet since April. TAC meeting. JPA was written before Salinas got so big, need a weighted vote.

Mayor Kerr: The TAMC Board overview isn't in the packet. There was no meeting in July, and tomorrow is the next one. The Del Rey Oaks position on this Advisory Committee for TAMC has been open for a long time. Would you like to represent our city? Please notify us if you are interested. The Sign Ordinance Committee Meeting is on the 26th. As the first council/public committee for the city, got off to a confusing start. Now ensured processes are clean and any work done previous to the June meeting has been publicly shared. On track and our next public meeting is tomorrow evening at 6:00 pm. Went on Police Ride Along with Officer Nguyen. In addition to a thorough review of every residential and business area within Del Rey Oaks (as well as a few neighboring streets) and parts of the airport, was able to observe the evening shift change, and a simulated adaptable training module in action. Highly recommends a Ride A Long for anyone interested in our police force. Many thanks to all of the officers, especially Officer Nguyen, who answered all of my questions and shared stories of their experiences. Each Monday there is meeting with Supervisors, Mayors and other County level Executives. The main topic of discussing is ongoing COVID issues, testing, data and activities addressing such. Frustration expressed about a glitch in the state reporting technology that resulted in the local reporting of the number of COVID cases being too low, then to make up for the mistake, too high. There was much discussion about the opening of schools. More recent dialogues centered around fire related information. Both myself and City Manager have included updates and resources in weekly emails. Every other Friday the county Mayors meet. All struck by the recent deaths of 2 long time mayors, Salinas Mayor Gunther and Seaside former Mayor Rubio. Mayor Gunther was on many local boards, voted for replacements to those boards. Discussed updated fire and COVID issues. As a new mayor, to ensure everyone has the opportunity to participate, proposed that all mayoral appointments be reviewed and voted on each January after elections. Joined a Zoom White House COVID-19 briefing. Found our local meetings far more informative and relevant. Participated in a Wear A Mask video that was done by Montage Health and the Community Hospital of the Monterey Peninsula. Every other Saturday attends Monterey Peninsula Housing Coalition meetings, discussed a possible MPUSD housing bond which has since been voted down by MPUSD, received a presentation by COVIA - a housing matching organization looking to expand into Monterey County, and the Monterey Peninsula Renters United. Watched the Monterey Airport Board meeting, where unfortunately they have decided to put the potential North Side Road back on the table as a possibility, but moving it to their long-term plans.

Board Chair Leffel assured city during the March council meeting that possibility was off their radar. The city is working on a response letter. Met with a resident, Chief and City Manager to discuss a young man in our neighborhood with particular needs. Appreciates them taking the time to understand the circumstances and come up with helpful guidance. Have attended a few discussions with Monterey and Santa Cruz county professionals about the possibility of a Public Bank in our region. The state of California passed legislation establishing the possibility for 10 to be created. A public bank would keep moneys locally rather than with a national bank. And based on the structure of any eventual bank, these banks could fund local infrastructure needs at a lower cost. Met with City Manager and Regional Parks District representative, and staff to discuss a new former Ft Ord piece of property they acquired directly next to Frog Pond #2. Their Executive Director was called away unexpectedly so will be rescheduling. Invited our Parks representative Dr. Kevin Raskoff to attend one of my weekly Campfires to discuss the status of the parks. Other Weekly Campfires included: Sustainable Del Rey Oaks discussing their Healthy Households Project. Everyone should have received a flyer on their doorstep on how they might participate. Proudly have a flag. A League of Women Voters Board member joined us to celebrate the 100th anniversary of the 19th amendment, and how that ties to the League's creation and continued work on behalf of all voters. I highly recommend their site for impartial, non-partisan information on upcoming election measures. Their next general meeting will host our Monterey County Registrar of Voters. This Thursday we welcome Tanya Barham whose work focuses on helping communities go net-positive. You may have heard of net zero, where you produce all the power you need, therefore using 0 power from the electrical grid. Ms. Barham helps communities create more power than they need so they can earn extra money by selling the excess. Attended a Saturday work day with the Friends of Arroyo del Rey. Led by KimMarie Hansen, the groups focus is on the health of our creek. We began chronicling various areas of the creek with photographs along the frog pond down to Safeway. The Mayor Advisory Committee for Parks has been meeting. Have a new chair Teri Laxier and will be focusing on Work Memorial Park. The Mayor Advisory Committee for Arts & Culture met several times and there are discussions about a public mural, and more encouraging chalk art throughout the city. The Mayor Advisory Committee for Disaster Preparedness is reconvening tomorrow evening. Had stopped meeting once COVID-19 hit, but now seems like the perfect time to get back to the job. Acknowledge the kindness of our community and our residents. Volunteered for All-In Monterey on Sunday. This all volunteer group started feeding hospitality workers lost jobs when restaurants and hotels were shut down. Then they started delivering to other families effected by job loss. Now they provide resources for fire evacuees. One can donate or volunteer by driving to Seaside High and following well marked signs. Dani Colbasso, our Neighborhood Lead has started a Donation Drive for Animals. Old pick up is parked on Portola with a sign if you'd like to drop off animals supplies. 3 year old Maverick wants to honor our firefighters and is asking for neighbors to create appreciative signs that we will place all together somewhere in town. You can drop your sign off at the Portola/Saucito triangle.

CORRESPONDENCE:

Mayor Kerr: Recognize the letter of thanks from a DRO resident regarding Officer Noe Baza.

Mayor Kerr announced the item to be heard on closed session and opened public comment.

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:

1) 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.)

Douglas MacKenzie: Would like to hear report out on votes in closed session.

8:15 p.m.: Adjourned to closed session

NO FURTHER PUBLIC COMMENT RECEIVED

8:41p.m.: Reconvened into open session

City Attorney Lorca: Stated as to the matters of California Native Plant Society vs. Fort Ord Reuse Authority, update given to Council and no reportable action taken.

8:42p.m.: Adjourned to next meeting date of Tuesday, September 22, 2020 at 6 pm.

Attest: _____ **Date:** _____

CITY OF DEL REY OAKS PLANNING COMMISSION REGULAR MEETING CONVENED AT 6:00 P.M. ON WEDNESDAY, SEPTEMBER 9, 2020 VIA ZOOM

Present: Chairman Donaldson, Vice Chair Hayworth, Commissioner Jaksha, Commissioner Kreeger, Commissioner Hallock and Commissioner Burton
Absent: Commissioner Wood
Also present: City Manager Pick, City Attorney Lorca, Deputy City Clerk Minami and Deputy City Treasurer Carvalho

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

CONSENT AGENDA:

Motion to approve: ***Commissioner Hayworth***
Second: ***Commissioner Jaksha***
Public Comment: ***None***
Vote: ***Approved 6-0***

PUBLIC COMMENT:

City Manager Pick: Wishes to announce the retirement of Kim Carvalho, last day is October 9th. She is moving to Arizona to be with family and now we must figure out how to live without her. She will be missed. Wishes her the best!
Chairman Donaldson: Speaking for the entire Commission, they are all grateful to her.
Deputy City Treasurer Carvalho: It's been a pleasure.

REPORTS:

Commissioner Hayworth: Nice to see activity.
Accepted

NEW BUSINESS:

Consider City Comment Letter to Airport Regarding Airport Master Plan EIR Addendum

Chairman Donaldson: Requested this item to be put on the PC agenda, to send a clear message to the Airport. A road is against General Plan and has been for over 2 decades. Went into further explanation of the attachment to the letter.
City Manager Pick: Very short notice (in mail on Friday) on the Master Plan EIR Addendum regarding the north side access road. A contravention of all of the comments heard at the meeting and by the Chair of the Airport Committee. A round table is needed. The purpose for tonight is

to answer questions, to make edits and to recommend the City Council approval for the submission to the Airport.
Commissioner Burton: Searching his mind to find an objective to stop the road, what impact this will have on City.
City Manager Pick: Staff's objective is to comply with General Plan, clear prohibition of the road and to enforce it. This will be the 3rd letter and now on the environmental reports. Timing of the letter is important. The subsidence is the General Plan and the resident's concerns will all be part of the public report. This will not fade. It will be well documented what exactly the Planning Commission and City Council want for the City.
Vice Chair Hayworth: Why do they keep coming back, it's like they are beating a dead horse. The first 2 letters were clear and so if this one.
Commissioner Hallock: City Manager Pick very clearly explained and answered questions. Stands with City. Points out some grammatical errors that need to be corrected.
City Manager Pick: Letter needs a rewrite, thank you Commissioner Hallock.
Commissioner Kreeger: Too bad this is happening; it will happen again. We have stateg very clearly that we don't want the road, hopefully won't bother us for the couple of years.
Chairman Donaldson: Lost Commissioner Jaksha due to technical difficulty and will come back for his input when he logs back on to zoom.

PUBLIC COMMENT:

Kim Shirley: Battling this for decades and glad it is at the Planning Commission. Excited about the round table idea, more communication will only benefit the City.
Ken Rutherford: Thanks Kim. Confused why it's going to the Planning Commission. Wants the letter to only address the short term to long term and the timing. The other items should be in another letter and don't delude it. Disappointed that more city staff wasn't at the meeting. This letter lets Leffel off the hook and it shouldn't. City shouldn't be making a recommendation regarding the north access service road, don't take a position on hanger location. The letter should be limited to the road and timing, only be in the benefit of the city and citizens.
Chairman Donaldson: Thank you, feedback and comments are important.
Fredrica Jones: Been to many Airport Board meetings and a round table is an excellent idea, more transparency is important. Their M.O. is short turnaround time makes, it hard to respond. Ken had good comments.

PUBLIC COMMENT CLOSED

Commissioner Jaksha: Worries that they will step on little Del Rey Oaks and take advantage. At one point, years ago they asked for a road and it almost got approved. The Airport put millions of dollars into the Monterey area.

Chairman Donaldson: This is the time to get comments from Planning Commissioners and public on the record. We have an overwhelming majority of DRO residents against this road. Recommends approval as written or with edits.
City Manager Pick: Clear edits given by Commissioner Hallock. Communication paragraph need to have City Attorney look at it. Will reference tape to help integrate Ken's comments. Doesn't see any harm in how it is written but doesn't want to discount Ken's comments. Staff is looking for some broad direction tonight.
Chairman Donaldson: Asks City Attorney Lorca if he has additional comments?
City Attorney Lorca: City Manager Pick made a good point for broad direction. Will review letter with a fine-tooth comb.
Chairman Donaldson: Take into account Commissioner Hallock's edits, then have the City Council make the specific changes to narrow it down.
Commissioner Kreeger: Is there a time limit? Rewrite the short term ties into the long term?
City Manager Pick: The letter is after the fact, but sooner is better.

Motion to approve item 6.A., **City Comment Letter to Airport Regarding Airport Master Plan EIR Addendum** as presented with the legal review of section 1, paragraph 3 of the letter

	Commissioner Hallock
Second:	***Commissioner Jaksha***
Public Comment:	***None***
Vote:	***6-0***

MOTION PASSED UNANIMOUSLY VIA ROLL CALL VOTE

Chairman Donaldson: Sending a stronger message with a better document, thanks the public.

COMMISSIONER REPORTS:

Commissioner Jaksha: Apologizes for losing connection. Letter is good and really likes the round table idea. Will miss Kim, sad to see her go.
Commissioner Burton: Thank you Kim for everything
City Manager Pick: Del Rey Oaks Garden Center CUP continued to a future meeting because TAMC requested more time to review. More staff work needs to be done. Deconfliction potential route of FORTAG. Should be heard in November.

KimMarie Hanson: The park land behind Safeway was donated, needs to be made beautiful, wants it kept an open space. Doesn't feel comfortable on walking path at Garden Center, not neat and clean. No construction is better, so no Airport road.

6:50 p.m., Adjourned to next meeting date October 14, 2020 at 6:00 pm.

Attest: **Date:**

_____ _____

DRAFT

City of Del Rey Oaks
Check/Voucher Register - Claims Report for Council Packet
From 8/1/2020 Through 8/31/2020

Check Number	ID	GL Code	Transaction Description	Check Amount
19190	ATTCALNET2	10100	Phones 06/19/2020 - 07/18/2020	444.10
19191	ATTMOBIILITY	10100	PD CELLULAR	689.15
19192	BECKSSHOES2	10100	Boots PW Fucci	176.44
19193	CALIFORNIA-AME...	10100	1015-210018796550 Water Portola Island	32.55
	CALIFORNIA-AME...	10100	1015-210018869991 Water City Hall	433.89
	CALIFORNIA-AME...	10100	1015-210021092445 Water Calle Del Oaks Island	32.55
	CALIFORNIA-AME...	10100	1015-210021255352 Water 800 Rosita Rd	34.01
	CALIFORNIA-AME...	10100	1015-210021327653 Water Old Town Hall	83.18
	CALIFORNIA-AME...	10100	1015-210021396208 Water 59 Los Encinos island	207.41
	CALIFORNIA-AME...	10100	1015-210021397607 Water 8 Los Encinos	177.02
19194	CITYOFSEASIDE	10100	June 2020 Final Fire invoice	50,212.50
19195	COMCASTBUSINESS	10100	internet	183.77
19196	CORDICOPSYCHO...	10100	Baum Psych eval	400.00
19197	DENISEDUFFYASS...	10100	17-Acre site Planning fees Jan/Feb 2020	506.25
	DENISEDUFFYASS...	10100	Airport Services Jan & Feb 2020	393.75
	DENISEDUFFYASS...	10100	On Call Planning Consulting	2,623.25
19198	DENNISGALLION	10100	GARDEN CENTER	567.75
19199	FENTONKELLER	10100	ATTORNEY FEES JUNE 2020	17,935.18
	FENTONKELLER	10100	Attorney's fees	15,940.25
19200	GALLSINC	10100	Andoy	735.02
19201	IMPACGOVERNMT	10100	PD Visa Charges	558.53
	IMPACGOVERNMT	10100	Visa Charge CM	14.99
19202	MBARD	10100	PER CAPITA ASSESSMENT FY 20-21	781.14
19203	MONTEREYCOUN...	10100	election Notice	147.00
19204	MONTEREYTIRES...	10100	Range Van Repairs	285.23
	MONTEREYTIRES...	10100	Unit 91 Repairs	21.73
19205	MUNICODE	10100	Annual Billing for Website	3,100.00
	MUNICODE	10100	ANNUAL MUNICIPAL CODE HOSTING 20-21	395.00
19206	OFFICEDEPOT	10100	Bathroom supplies	86.95
	OFFICEDEPOT	10100	briefcases	126.71
	OFFICEDEPOT	10100	labels	7.39
	OFFICEDEPOT	10100	Office supplies	62.91
	OFFICEDEPOT	10100	paper	62.84
	OFFICEDEPOT	10100	scanner, usb, office supplies	323.59
	OFFICEDEPOT	10100	supplies	25.05
19207	PGE	10100	Gen Jim Moor Intersection	51.54
19208	SMITHENRIGHTL...	10100	Weed abatement for Road project	2,319.59
19209	Solex	10100	Due upon completeion of design engineering/applications	1,000.00
	Solex	10100	Due Upon Deliver of all Materials	17,745.48
	Solex	10100	Due upon execution of agreement	1,000.00
	Solex	10100	Materials deposit, due prior to shipment of materials	17,745.48
19210	THOMSONWEST	10100	June 2020 Billing	248.04
	THOMSONWEST	10100	May Billing	248.04
19211	VALSPLUMBING&...	10100	Remove Gas heater PD	1,365.14
19212	VSP	10100	VISION PLAN JULY 2020	290.87
19213	AMERICANLOCKKEY	10100	Desk keys	86.56
19214	ATTCALNET2	10100	Phones 06/19/2020-07/18/2020	101.55

City of Del Rey Oaks
Check/Voucher Register - Claims Report for Council Packet
From 8/1/2020 Through 8/31/2020

Check Number	ID	GL Code	Transaction Description	Check Amount
19215	CO-POWER	10100	DENTAL COVERAGE AUGUST 2020	2,337.10
19216	DENISEDUFFYASS...	10100	Former Fort Ord Jan/Feb 2020	803.25
19217	HDLCOMPANIES	10100	Audit Services - Sales Tax and Contract services Sales Tax	1,061.25
19218	IMPACGOVERNMT	10100	Visa City Hall	5,002.69
19219	OFFICEDEPOT	10100	Postits	13.10
19220	SHRED-IT	10100	shredding services	109.68
19221	TERMINIX	10100	Pest Control	90.00
19222	TORRESELECTRIC	10100	Front door intercomm installation	245.00
19223	USBANK	10100	City Hall Copier Lease	375.71
19224	CALIFORNIA-AME...	10100	33 quendale	32.52
19225	CITYCLERKSASSO...	10100	city clerks assoc of ca dues	45.00
19226	COMCASTBUSINESS	10100	Internet/Cable July 2020	273.57
19227	COMMUNITYHUM...	10100	Annual Allocation FY 20-21	4,100.00
19228	CORELOGICSOLU...	10100	address services	115.00
19229	COUNTYOFMONT...	10100	Count Assessment parking July 2020	90.00
	COUNTYOFMONT...	10100	Parking overage July 2020	256.68
	COUNTYOFMONT...	10100	Parking overages June 2020	216.65
19230	DELREYOAKSGAR...	10100	Plants	18.98
19231	DENISEDUFFYASS...	10100	Garden Center	567.75
19232	ENVIROMASTERS...	10100	Sanitizing spray services July 2020	410.00
19233	GLOBALSTARUSA	10100	sat phone	110.64
19234	GPSSOLUTIONS	10100	July Billing for Building and Planning Services	6,818.10
19235	HOMEDEPOT	10100	Supplies	156.20
19236	JAMESDECHALK	10100	528782 - July Cleaning Services	300.00
19237	KELLY-MOOREPAI...	10100	paint rollers	16.40
	KELLY-MOOREPAI...	10100	Reflective paint	264.65
19238	MARTINSIRRIGAT...	10100	Plumbing suplies park	101.13
19239	MBSBUSSYSTEMS	10100	City Hall copier	633.66
19240	MONTEREYAUTO...	10100	mower parts	65.44
19241	MONTEREYBAYOF...	10100	PD Copier	127.98
19242	MONTEREYBAYTE...	10100	Computer - Minami	1,361.02
	MONTEREYBAYTE...	10100	Retainer for IT plus additional services	2,680.00
	MONTEREYBAYTE...	10100	UPS Pick, Soundbar and keyboard Hoyne	210.82
19243	MONTEREYCOUN...	10100	FY 19/20 Emergency Services Billing	67,417.74
19244	MONTEREYONEW...	10100	Sewer July 2020	50.80
19245	MONTEREYTIRES...	10100	flat repair	21.73
	MONTEREYTIRES...	10100	Tires	450.85
19246	OFFICEDEPOT	10100	files	10.71
	OFFICEDEPOT	10100	hanging folders and files	74.27
	OFFICEDEPOT	10100	Paper, water, batteries	98.18
	OFFICEDEPOT	10100	postits	14.08
19247	PGE	10100	Electric and Gas Services July 2020	2,239.09
19248	PRECISIONALAR...	10100	July Alarm monitoring	158.00
19249	PROSQUAD	10100	Dirkes uniform	54.57
	PROSQUAD	10100	Dirkes Uniforms	536.52
	PROSQUAD	10100	Hoyne uniforms	482.75
19250	PUREWATER	10100	Water City Hall/PD	61.75
19251	SMITHENRIGHTL...	10100	Lateral Line Repair Park	135.50
19252	Solex	10100	Balance of Solar installation on City Hall	15,461.00
19253	SOUTHBAYREGIO...	10100	Interview & Interrogation training - Moore	160.00
	SOUTHBAYREGIO...	10100	Supervisory Course - Perez	425.00
19254	STAPLES	10100	Batteries	22.93
19255	TERMINIX	10100	Pest control	90.00

City of Del Rey Oaks

Check/Voucher Register - Claims Report for Council Packet

From 8/1/2020 Through 8/31/2020

Check Number	ID	GL Code	Transaction Description	Check Amount
19256	THEMAYNARDGR...	10100	July Telephone System	67.00
19257	THOMSONWEST	10100	West information charges	248.04
19258	ADAMSONPOLICE...	10100	Aug 2020 Ending Bills	586.68
19259	AMERICANLOCKKEY	10100	Padlocks	44.79
19260	ATTCALNET2	10100	Phones July 2020	536.24
19261	ATTMOBIILITY	10100	Aug 2020 Cellular service	689.15
19262	AXONENTERPRIS...	10100	Annual License Payment	3,500.37
19263	BONDBLACKTOPINC	10100	2020 Slurry Seal Project	123,278.00
19264	COMCASTBUSINESS	10100	Airport Internet	183.78
19265	COMMUNITYHUM...	10100	CASA Homeless Shelter Project 2020	1,699.00
19266	CORONADODEISE...	10100	#33 f150 PW truck service	283.69
	CORONADODEISE...	10100	#33 Repairs	223.78
	CORONADODEISE...	10100	#97 Repairs	239.69
	CORONADODEISE...	10100	Chief's SUV service	256.48
19267	DANIALDPICK	10100	Electric Bike	500.00
19268	FENTONKELLER	10100	Attorney fees CNPS July 2020	6,209.25
	FENTONKELLER	10100	Attorney Professional Services July	11,437.50
19269	MINAMIKAREN	10100	exercise video	114.00
19270	OFFICEDEPOT	10100	batteries, misc office supplies	33.73
	OFFICEDEPOT	10100	Office Supplies	13.45
	OFFICEDEPOT	10100	paper towels restrooms	40.14
	OFFICEDEPOT	10100	Plastic File boxes	424.16
19271	PGE	10100	SBR/218 Signals Electric	101.31
19272	PITNEYBOWESPU...	10100	Postage Meter refill	402.25
19273	RGS	10100	Contract Services	2,862.50
19274	SHRED-IT	10100	Shredding services July 2020	109.36
19275	SMITHENRIGHTL...	10100	Repair backflow on Los Encinos	201.16
19276	TORRESELECTRIC	10100	2 LED fixtures in PD	290.00
19277	USBANK	10100	Copier lease City Hall	375.71
19278	VSP	10100	VISION PLAN AUG 2020	290.87
20200804-1	CHEVRON	10100	GAS CHARGES	830.16
20200804-2	TURBODATASYST...	10100	surcharges over collected fines	143.50
457 08152020	PERS	10100	PERS 457 08152020	950.00
ChevFee 072...	WEXBANK	10100	Chevron Fees	39.99
Chevron 06/...	WEXBANK	10100	Chevron Pmt	1,796.31
Chevron 072...	WEXBANK	10100	Chevron July 2020	2,074.27
Health 082020	PERS-HEALTH	10100	PERS HEALTH 08/2020	22,902.39
Report Total				440,963.51

There were no unpaid bills as of August 31, 2020

City of Del Rey Oaks

Statement of Revenue and Expenditures - Unposted Transactions Included In Report

From 7/1/2020 Through 8/31/2020

		Current Period Actual	Total Budget	Percent of Budget Used
Revenue				
Property Taxes				
P/T-Secured	41110	0.00	440,000.00	0.00%
P/T-Unsecured	41120	0.00	18,000.00	0.00%
P/T-Prior Secured	41130	0.00	5,000.00	0.00%
Prior Unsecured	41140	0.00	100.00	0.00%
P/T-Unitary Tax	41150	0.00	8,200.00	0.00%
P/T-Sb813	41160	0.00	9,400.00	0.00%
Property Tax - Vlf	41170	0.00	142,000.00	0.00%
P/T-Int/Penal	41180	0.00	1,500.00	0.00%
Total Property Taxes		0.00	624,200.00	0.00%
Other Taxes				
Sales Tax	42210	39,995.76	365,500.00	10.94%
Sales Tax - Add On	42220	139,466.74	680,000.00	20.50%
Cannabis Tax	42222	63,540.43	580,000.00	10.95%
Transient Occupancy Tax	42230	3,592.35	30,000.00	11.97%
Property Transfer Tax	42250	858.00	10,000.00	8.58%
Sewer Impact	42290	0.00	15,400.00	0.00%
Gas Franchises	42761	0.00	5,500.00	0.00%
Electric Franchises	42762	0.00	17,500.00	0.00%
Garbage Franchises	42763	0.00	97,000.00	0.00%
Cable Tv Franchises	42764	6,391.15	20,000.00	31.95%
Water Franchises	42765	0.00	17,000.00	0.00%
Total Other Taxes		253,844.43	1,837,900.00	13.81%
Licenses and Permits				
Business Licenses	42310	188,973.21	210,000.00	89.98%
SB1473 Evironmental Assessment Fee	43312	8.39	50.00	16.78%
Building Permits	43320	8,788.84	23,540.00	37.33%
Cannabis Business Permit	43325	5,000.00	35,000.00	14.28%
Plan Check Fees	43330	5,310.97	11,500.00	46.18%
Street Opening Permits Fees	43340	500.00	4,300.00	11.62%
Plumbing Permits	43350	375.00	1,600.00	23.43%
Electrical Permits	43360	375.00	1,000.00	37.50%
Other Licenses/Permits	43390	176.00	300.00	58.66%
Total Licenses and Permits		209,507.41	287,290.00	72.93%
Reimbursements				
Sb1186 Disability Access Fund	43311	684.00	900.00	76.00%
Total Reimbursements		684.00	900.00	76.00%
Fines and Forfeitures				
Vehicle Code Fines	45510	857.42	12,000.00	7.14%
Total Fines and Forfeitures		857.42	12,000.00	7.15%
Other				
Interest Earned	46100	0.00	40,000.00	0.00%
HOPTR	47130	0.00	1,200.00	0.00%
Prop 172	47750	914.24	13,000.00	7.03%
Traffic Congestion Relief-Ab438	47770	0.00	2,100.00	0.00%
Total Other		914.24	56,300.00	1.62%
Grants				
Cop Monies	47240	16,666.66	100,000.00	16.66%
CARES Act	47340	16,666.00	0.00	0.00%
Grants - Wellness	47760	0.00	7,500.00	0.00%
Police Grants Other Agencies	47780	0.00	5,000.00	0.00%
Total Grants		33,332.66	112,500.00	29.63%
Current Services				
Police Reports	48210	334.00	4,200.00	7.95%
Police Services	48211	0.00	16,000.00	0.00%
Public Events	48212	0.00	35,000.00	0.00%
Airport Police Services	48220	94,736.93	1,003,662.00	9.43%
Use Permits	48805	3,380.00	28,000.00	12.07%
Maps/Publications	48810	50.00	100.00	50.00%
Property Inspections	48825	500.00	4,500.00	11.11%
Miscellaneous Services	48840	1,238.66	11,000.00	11.26%
Total Current Services		100,239.59	1,102,462.00	9.09%
Parks and Recreation				
Rental - Park	48910	0.00	4,000.00	0.00%

City of Del Rey Oaks

Statement of Revenue and Expenditures - Unposted Transactions Included In Report

From 7/1/2020 Through 8/31/2020

		Current Period Actual	Total Budget	Percent of Budget Used
Total Parks and Recreation		0.00	4,000.00	0.00%
Other Financing Sources				
Rental - Garden Ctr	46815	6,000.00	36,000.00	16.66%
Rental - Airport RV	46816	5,800.00	35,000.00	16.57%
Rental - PW Bldg	46817	0.00	48,000.00	0.00%
Total Other Financing Sources		11,800.00	119,000.00	9.92%
Total Revenue		611,179.75	4,156,552.00	14.70%
Expense				
Payroll and Benefits				
Payroll	61105	223,829.55	1,326,200.00	16.87%
Temp Payroll	61107	934.50	20,000.00	4.67%
Overtime	61110	14,408.04	105,000.00	13.72%
Council Member Stipend	61115	800.00	4,800.00	16.66%
Reserves Payroll	61120	14,092.50	50,000.00	28.18%
PERS UAL	61124	103,998.00	107,700.00	96.56%
PERS Retirement	61125	6,090.08	148,900.00	4.09%
Dental Exp - City Council	61127	331.59	6,715.00	4.93%
Medicare	61130	3,785.20	19,500.00	19.41%
Dental Expense	61135	2,005.51	25,400.00	7.89%
Health Ins	61140	22,902.39	295,300.00	7.75%
Vision Ins	61145	581.74	3,900.00	14.91%
Workers Comp	61150	100,000.00	196,700.00	50.83%
Wellness Program	61155	1,114.00	7,600.00	14.65%
Uniform Allowance	61160	0.00	10,000.00	0.00%
Deferred Compensation	61165	1,500.00	12,000.00	12.50%
Admin Leave	61175	6,922.80	7,000.00	98.89%
Auto Allowance	61180	900.00	5,400.00	16.66%
Total Payroll and Benefits		504,195.90	2,352,115.00	21.44%
Payroll Expense				
Payroll Expense	62310	(2,567.30)	1,100.00	(233.39)%
Total Payroll Expense		(2,567.30)	1,100.00	(233.39)%
Bank Service Charges				
Bank Service Charges	62320	0.00	1,000.00	0.00%
Total Bank Service Charges		0.00	1,000.00	0.00%
Supplies				
Materials/Supply	62410	3,795.37	58,000.00	6.54%
Ammunition	62420	0.00	4,000.00	0.00%
Office Supplies	62430	5,341.75	16,260.00	32.85%
Accounting Software	62431	0.00	3,200.00	0.00%
Special Supply Police	62440	7,539.44	35,000.00	21.54%
PD Safety Equip Lease - Principal	62460	0.00	16,500.00	0.00%
Total Supplies		16,676.56	132,960.00	12.54%
Utilites and Services				
Repair/Maintenance	63505	5,361.97	77,000.00	6.96%
Street Sweeping	63510	0.00	10,000.00	0.00%
Gabilan Crew	63515	0.00	5,000.00	0.00%
Utilities/Pge	63520	2,391.94	12,000.00	19.93%
Utilities/Water	63525	1,320.34	4,500.00	29.34%
Telephone / Internet	63530	4,431.38	19,000.00	23.32%
Website Design & Maintenance	63535	3,100.00	3,200.00	96.87%
Postage / Shipping	63540	0.00	2,900.00	0.00%
Total Utilites and Services		16,605.63	133,600.00	12.43%
Other Services				
Municipal Code Service	64320	395.00	1,500.00	26.33%
Personnel Recruit & Pre-Employment	64545	451.00	3,500.00	12.88%
Member/Dues/Contributions	64550	11,013.14	56,000.00	19.66%
Ad/Promotion City Cncl	64555	168.00	1,220.00	13.77%
Legal Advert	64560	147.00	1,500.00	9.80%
Books and Periodicals	64565	85.00	1,500.00	5.66%
Strategic Planning	64570	0.00	11,000.00	0.00%
Misc Expenses	64580	(240.50)	1,000.00	(24.05)%
Election Cost	64588	0.00	9,500.00	0.00%
Total Other Services		12,018.64	86,720.00	13.86%
Outside Services				

City of Del Rey Oaks

Statement of Revenue and Expenditures - Unposted Transactions Included In Report

From 7/1/2020 Through 8/31/2020

		Current Period Actual	Total Budget	Percent of Budget Used
Training Police	63605	2,340.74	23,600.00	9.91%
Liability/Prop Non-Dpt	63620	48,826.34	85,000.00	57.44%
Contractual Services - Audit	63625	1,061.25	35,000.00	3.03%
Contactual Services - IT	63635	2,680.00	10,000.00	26.80%
Contractual Services - Planning	63640	13,934.40	150,000.00	9.28%
Contractual Services - Accounting	63645	4,515.00	35,000.00	12.90%
Contractual Services - Legal	63650	51,612.18	150,000.00	34.40%
Contractual Services - HR	63652	2,862.50	10,000.00	28.62%
Contractual Services - PM	63653	0.00	25,000.00	0.00%
Janitorial Fund	63660	675.00	4,000.00	16.87%
Radio Dispatch Police	63665	0.00	77,520.00	0.00%
Comm Hum Serv Non-Dept	63670	0.00	5,669.00	0.00%
Total Outside Services		128,507.41	610,789.00	21.04%
Auto Ops				
Auto Ops - Supplies / Equip	62710	0.00	12,500.00	0.00%
Auto Ops - Fuel	62720	4,220.52	30,000.00	14.06%
Auto Repair/Maintenance	63730	1,476.22	20,000.00	7.38%
Total Auto Ops		5,696.74	62,500.00	9.11%
Police and Fire				
Fire Seaside	63810	50,212.50	208,850.00	24.04%
Animal Regulation Fire	63820	160.00	500.00	32.00%
Fund Jail & Prisoner	63830	0.00	100.00	0.00%
Acjis System Police	63840	1,771.18	7,000.00	25.30%
Total Police and Fire		52,143.68	216,450.00	24.09%
Street Lighting and Storm Water				
Street Lighting	63910	0.00	15,000.00	0.00%
Storm Water Project - Phase 4	64920	0.00	23,000.00	0.00%
S.M.I.P.	64930	(0.65)	200.00	(0.32)%
Sb 1473	64940	(1.00)	100.00	(1.00)%
Total Street Lighting and Storm Water		(1.65)	38,300.00	(0.00)%
Capital Improvement				
Capital Improvements	63955	178,549.55	310,000.00	57.59%
Total Capital Improvement		178,549.55	310,000.00	57.60%
Total Expense		911,825.16	3,945,534.00	23.11%
Net Income		(300,645.41)	211,018.00	(142.47)%

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

Account Number	Description	Ending Balance
10100	**General Checking**	**$287,451**
10110	**LAIF Account**	**$2,833,730**
	Economic Uncertainty Fund	$1,539,312
	Habitat Management (Restricted)	$775,854
	South Boundary Road Contracts	$518,564
10150	**PARS Investment** *(Restricted)*	**$323,717**
Escrow #1	**Intersection - GJM & SBR** *(Restricted*	**$1,056,168**
Escrow #2	**South Boundary Road** *(Restricted)*	**$7,268,813**
PG&E	**Undergounding Account** *(Restricted)*	**$382,077**
10180	**Monterey Peninsula Properties**	**$9,063**
	Total All Accounts	**$12,161,018**

usbank.

P.O. BOX 6343
FARGO ND 58125-6343

STATEMENT DATE	08-24-2020
AMOUNT DUE	$4,161.05
NEW BALANCE	$4,161.05

PAYMENT DUE ON RECEIPT

000001139 01 SP 0.560 106481225414377 P

DEL REY OAKS
KAREN MINAMI
CITY OF DEL REY OAKS
650 CANYON DEL REY RD
DEL REY OAKS CA 93940-5594

AMOUNT ENCLOSED

$

Please make check payable to "U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEMS
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

Previous Balance	+ Purchases And Other Charges	+ Cash Advances	+ Cash Advance Fees	+ Late Payment Charges	- Credits	- Payments	= New Balance
$5,576.21	$4,299.97	$0.00	$.00	$0.00	$138.92	$5,576.21	$4,161.05

CORPORATE ACCOUNT ACTIVITY

DEL REY OAKS — **TOTAL CORPORATE ACTIVITY** $5,576.21 CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-11	08-08	74798260224000000000076	PAYMENT - THANK YOU 00000 C	5,002.69 PY
08-11	08-08	74798260224000000000084	PAYMENT - THANK YOU 00000 C	573.52 PY

NEW ACTIVITY

DANIAL D PICK

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$14.99	$0.00	$14.99

Post Date	Tran Date	Description	Transaction Description	Amount
08-20	08-19	ZOOM subscription	ZOOM.US 888-799-9666 CA	14.99

CUSTOMER SERVICE CALL

800-344-5696

STATEMENT DATE	DISPUTED AMOUNT
08/24/20	.00

SEND BILLING INQUIRIES TO:

U.S. Bank National Association

C/O U.S. Bancorp Purchasing Card Program
P.O. Box 6335
Fargo, ND 58125-6335

AMOUNT DUE

4,161.05

ACCOUNT SUMMARY	
PREVIOUS BALANCE	5,576.21
PURCHASES & OTHER CHARGES	4,299.97
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	138.92
PAYMENTS	5,576.21
ACCOUNT BALANCE	**4,161.05**

Company Name: DEL REY OAKS
Statement Date: 08-24-2020

NEW ACTIVITY

CITY STAFF

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$138.92	$1,435.66	$0.00	$1,296.74

Post Date	Tran Date	Description	Transaction Description	Amount
07-23	07-22	Filing Supplies	AMZN MKTP US*MV0872DP1 AM AMZN.COM/BILL WA	85.81
07-27	07-25	Conference call Service	CONFERENCING 888-289-0593 CA	33.29
7-30	07-29	Return Door Camera	AMZN MKTP US AMZN.COM/BILL WA	62.46 CR
8-03	08-02	Door Camera	AMZN MKTP US*MF19U5XH1 AMZN.COM/BILL WA	76.46
08-04	08-03	Credit Card Processing	TLO TRANSUNION 561-988-4200 FL	50.00
08-07	08-07	Reflective markers	FIRE HOSE DIRECT 888-975-0858 NC	131.82
08-07	08-06	Delineaters roads	TRAFFICSAFETYSTORE.COM 610-701-0844 PA	543.71
08-10	08-08	Door Bell	AMZN MKTP US*MF6EJ9XI2 AMZN.COM/BILL WA	30.58
08-13	08-12	Water Pitcher	AMAZON.COM*MF3JL82R2 AMZN AMZN.COM/BILL WA	8.29
08-13	08-13	Cabinets	AMZN MKTP US*MM0227N11 AMZN.COM/BILL WA	148.56
08-14	08-14	Television/Internet EFT Pmt	COMCAST CALIFORNIA 800-266-2278 CA	273.57
08-17	08-14	Door Camera Return	AMZN MKTP US AMZN.COM/BILL WA	76.46 CR
08-17	08-15	Toilet paper	AMAZON.COM*MF1TU7IB0 AMZN.COM/BILL WA	30.58
08-20	08-19	Office Supplies	AMZN MKTP US*MM41D8H31 AMZN.COM/BILL WA	22.99

POLICE DEPARTMENT

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$2,849.32	$0.00	$2,849.32

Post Date	Tran Date	Description	Transaction Description	Amount
7-27	07-24	Shipping PD	FEDEX OFFIC14800014837 SEASIDE CA	9.81
8-05	08-04	Batteries PD Flashlights	AMZN MKTP US*MF8PT13C2 AMZN.COM/BILL WA	35.98
08-05	08-04	Gun cleaning supplies	AMZN MKTP US*MF4O86B41 AMZN.COM/BILL WA	44.25
08-05	08-03	Office Supplies	PREMIER FOOD SAFETY CORPO 714-4510075 CA	5.95
08-10	08-08	Fuel PD	CHEVRON 0210857 MONTEREY CA	52.03
08-10	08-09	Gun Cleaning Supplies	AMZN MKTP US*MF5UK75E2 AMZN.COM/BILL WA	207.25
08-12	08-11	Chevron EFT Pmt	WU *9295688210 877-989-3268 CO	1,836.29
08-12	08-11	Binding PD folders	FEDEX OFFIC14800014837 SEASIDE CA	245.32
08-17	08-15	Coffee Maker	AMAZON.COM*MM11Y5EC1 AMZN.COM/BILL WA	120.16
08-19	08-18	Frame	AMZN MKTP US*MM93M14L0 AMZN.COM/BILL WA	39.32
08-20	08-19	Compostable cups	AMZN MKTP US*MM4JI0ZY0 AMZN.COM/BILL WA	96.35
08-21	08-20	Chief Veh Smoke Cleaning	DEL REY CAR WASH MONTEREY CA	30.95
08-21	08-20	Frame	AMZN MKTP US*MM5PJ63R0 AMZN.COM/BILL WA	39.32
08-24	08-21	Fire Evac Supplies	SAFEWAY #2841 DEL REY OAKS CA	86.34

Department: 00000 Total:	$4,161.05
Division: 00000 Total:	$4,161.05

PRIOR FISCAL YEAR

City of Del Rey Oaks

Statement of Revenue and Expenditures - Unposted Transactions Included In Report

From 8/1/2019 Through 8/31/2019

		Current Period Actual	Total Budget	Percent of Budget Used
Revenue				
Property Taxes				
P/T-Secured	41110	0.00	440,000.00	0.00%
P/T-Unsecured	41120	0.00	16,700.00	0.00%
P/T-Prior Secured	41130	0.00	5,000.00	0.00%
Prior Unsecured	41140	0.00	100.00	0.00%
P/T-Unitary Tax	41150	0.00	8,200.00	0.00%
P/T-Sb813	41160	0.00	9,400.00	0.00%
Property Tax - Vlf	41170	0.00	150,000.00	0.00%
P/T-Int/Penal	41180	0.00	700.00	0.00%
Total Property Taxes		0.00	630,100.00	0.00%
Other Taxes				
Sales Tax	42210	54,030.77	430,000.00	27.58%
Sales Tax - Add On	42220	26,717.76	800,000.00	14.59%
Cannabis Tax	42222	64,873.08	850,000.00	11.25%
Transient Occupancy Tax	42230	8,037.35	5,000.00	160.74%
Property Transfer Tax	42250	1,979.45	8,600.00	23.01%
Sewer Impact	42290	0.00	14,300.00	0.00%
Gas Franchises	42761	0.00	5,500.00	0.00%
Electric Franchises	42762	0.00	17,500.00	0.00%
Garbage Franchises	42763	23,130.62	86,500.00	26.74%
Cable Tv Franchises	42764	6,484.88	20,500.00	31.63%
Water Franchises	42765	0.00	16,000.00	0.00%
Total Other Taxes		185,253.91	2,253,900.00	16.44%
Licenses and Permits				
Business Licenses	42310	170,855.74	200,000.00	98.19%
SB1473 Evironmental Assessment Fee	43312	28.80	100.00	10.00%
Building Permits	43320	6,209.49	10,000.00	64.86%
Cannabis Business Permit	43325	0.00	42,500.00	0.00%
Plan Check Fees	43330	4,751.16	5,000.00	95.02%
Street Opening Permits Fees	43340	250.00	4,300.00	25.58%
Plumbing Permits	43350	125.00	1,200.00	10.41%
Electrical Permits	43360	0.00	1,000.00	12.50%
Other Licenses/Permits	43390	25.00	1,000.00	20.00%
Total Licenses and Permits		182,245.19	265,100.00	78.91%
Reimbursements				
Sb1186 Disability Access Fund	43311	504.00	900.00	76.88%
Total Reimbursements		504.00	900.00	76.89%
Fines and Forfeitures				
Vehicle Code Fines	45510	3,372.91	10,000.00	33.72%
Total Fines and Forfeitures		3,372.91	10,000.00	33.73%
Other				
Interest Earned	46100	0.00	900.00	0.00%
HOPTR	47130	0.00	1,500.00	0.00%
Vehicle License Collection	47140	0.00	900.00	0.00%
Prop 172	47750	2,555.16	14,700.00	17.38%
Traffic Congestion Relief-Ab438	47770	0.00	1,000.00	0.00%
Total Other		2,555.16	19,000.00	13.45%
Grants				
Cop Monies	47240	16,666.66	100,000.00	16.66%
Grants - Wellness	47760	0.00	7,500.00	0.00%
FORA Caretaker Grant	47767	0.00	179,000.00	0.00%
Measure X	47775	15,219.50	676,800.00	78.50%
Sb 1 Funds	47777	2,628.73	26,760.00	29.44%
Police Grants Other Agencies	47780	0.00	12,500.00	0.00%
Total Grants		34,514.89	1,002,560.00	55.44%
Current Services				
Police Reports	48210	500.20	1,000.00	100.59%
Police Services	48211	309.00	5,000.00	6.18%
Public Events	48212	0.00	40,500.00	0.00%
Airport Police Services	48220	86,034.00	1,124,800.00	7.64%
Use Permits	48805	4,865.00	33,000.00	19.68%
Maps/Publications	48810	0.00	300.00	0.00%
Property Inspections	48825	750.00	3,500.00	28.57%
Miscellaneous Services	48840	1,523.56	20,000.00	7.74%

PRIOR FISCAL YEAR

City of Del Rey Oaks

Statement of Revenue and Expenditures - Unposted Transactions Included In Report

From 8/1/2019 Through 8/31/2019

		Current Period Actual	Total Budget	Percent of Budget Used
Total Current Services		93,981.76	1,228,100.00	7.85%
Parks and Recreation				
Park Rental	48910	600.00	8,000.00	18.77%
Rental City Facilities	48920	7,301.50	35,000.00	17.53%
Total Parks and Recreation		7,901.50	43,000.00	17.77%
Other Financing Sources				
Rental Income Garden Center	46815	0.00	60,000.00	5.00%
Gas Tax 2103	47010	1,499.09	6,200.00	34.51%
Gas Tax 2105	47020	829.92	9,400.00	15.59%
Gas Tax 2106	47030	708.71	8,870.00	15.93%
Gas Tax 2107	47040	427.91	12,270.00	10.29%
Gas Tax 2107.5	47050	0.00	1,000.00	100.00%
Total Other Financing Sources		3,465.63	97,740.00	10.52%
Total Revenue		513,794.95	5,550,400.00	22.64%
Expense				
Payroll and Benefits				
Payroll	61105	112,208.67	1,391,400.00	16.58%
Temp Payroll	61107	0.00	20,000.00	0.00%
Overtime	61110	21,182.73	108,000.00	33.75%
Council Member Stipend	61115	0.00	7,500.00	0.00%
Reserves Payroll	61120	3,615.00	40,000.00	20.43%
Pers	61125	13,673.63	309,700.00	7.91%
Dental Expense	61127	0.00	12,000.00	0.00%
Medicare	61130	1,991.08	20,510.00	19.55%
Dental Expense	61135	2,270.05	33,000.00	14.36%
Health Ins	61140	21,689.65	325,700.00	20.92%
Vision Ins	61145	0.00	4,500.00	6.83%
Workers Comp	61150	0.00	326,100.00	30.66%
Wellness Program	61155	0.00	7,500.00	7.98%
Uniform Allowance	61160	0.00	11,000.00	0.00%
Auto Allowance	61180	450.00	5,400.00	16.66%
Total Payroll and Benefits		177,080.81	2,622,310.00	18.25%
Payroll Expense				
Payroll Expense	62310	272.80	3,500.00	23.22%
Total Payroll Expense		272.80	3,500.00	23.23%
Bank Service Charges				
Bank Service Charges	62320	417.18	5,000.00	(15.33)%
Total Bank Service Charges		417.18	5,000.00	(15.33)%
Supplies				
Materials/Supply	62410	4,901.66	69,700.00	15.65%
Ammunition	62420	0.00	7,000.00	0.00%
Office Supplies	62430	957.93	23,300.00	5.70%
Accounting Software	62431	0.00	6,200.00	0.00%
Special Supply Police	62440	372.64	46,700.00	1.82%
Total Supplies		6,232.23	152,900.00	8.56%
Utilites and Services				
Repair/Maintenance	63505	7,985.39	87,000.00	20.71%
Street Sweeping	63510	0.00	16,000.00	0.00%
Gabilan Crew	63515	0.00	10,000.00	0.00%
Utilities/Pge	63520	1,298.08	13,000.00	18.63%
Utilities/Water	63525	0.00	6,500.00	9.18%
Telephone / Internet	63530	1,668.45	19,100.00	17.46%
Website Design & Maintenance	63535	95.00	4,700.00	12.44%
Postage / Shipping	63540	497.78	2,900.00	27.04%
Total Utilites and Services		11,544.70	159,200.00	16.17%
Other Services				
Personnel Recruit & Pre-Employment	64545	25.00	7,000.00	0.35%
Member/Dues/Contributions	64550	2,122.87	48,500.00	58.29%
Legal Advert	64560	0.00	8,200.00	0.00%
Books and Periodicals	64565	0.00	1,900.00	16.90%
Strategic Planning	64570	4,736.88	15,000.00	31.57%
Election Cost	64588	0.00	5,000.00	0.00%
Total Other Services		6,884.75	85,600.00	38.97%
Outside Services				

PRIOR FISCAL YEAR

City of Del Rey Oaks

Statement of Revenue and Expenditures - Unposted Transactions Included In Report

From 8/1/2019 Through 8/31/2019

		Current Period Actual	Total Budget	Percent of Budget Used
Training Police	63605	4,504.00	41,600.00	30.54%
Other Permits Pw/Engnr	63610	0.00	1,700.00	0.00%
Liability/Prop Non-Dpt	63620	0.00	71,400.00	66.04%
Contractual Services - Audit	63625	0.00	30,250.00	32.23%
Contactual Services - IT	63635	0.00	10,000.00	11.00%
Contractual Services - Planning	63640	7,539.14	135,000.00	6.97%
Contractual Services - Accounting	63645	4,018.45	35,000.00	11.48%
Contractual Services - Legal	63650	2,825.00	100,000.00	13.61%
Janitorial Fund	63660	0.00	4,000.00	9.37%
Radio Dispatch Police	63665	0.00	76,000.00	0.00%
Comm Hum Serv Non-Dept	63670	0.00	4,000.00	0.00%
Total Outside Services		18,886.59	508,950.00	19.28%
Auto Ops				
Auto Ops - Supplies / Equip	62710	881.21	27,500.00	32.08%
Auto Ops - Fuel	62720	3,600.25	39,000.00	10.69%
Auto Repair/Maintenance	63730	765.46	35,000.00	2.58%
Total Auto Ops		5,246.92	101,500.00	13.69%
Police and Fire				
Fire Seaside	63810	0.00	200,850.00	0.00%
Animal Regulation Fire	63820	0.00	1,600.00	0.00%
Fund Jail & Prisoner	63830	0.00	100.00	0.00%
Acjis System Police	63840	0.00	7,000.00	0.00%
Total Police and Fire		0.00	209,550.00	0.00%
Street Lighting and Storm Water				
Street Lighting	63910	1,068.56	15,000.00	14.77%
Storm Water Project - Phase 4	64920	49.64	35,500.00	0.13%
S.M.I.P.	64930	(0.78)	200.00	35.53%
Sb 1473	64940	17.80	100.00	17.80%
Total Street Lighting and Storm Water		1,135.22	50,800.00	4.64%
Capital Improvement				
Capital Improvements	63955	0.00	484,840.00	0.00%
Total Capital Improvement		0.00	484,840.00	0.00%
Total Expense		227,701.20	4,384,150.00	15.17%
Net Income		286,093.75	1,166,250.00	50.65%

PRIOR FISCAL YEAR

Display Account Balances - City of Del Rey Oaks
as of 8/31/2019

Account Number	Description	Ending Balance
10100	**General Checking**	**$97,239.63**
10110	**LAIF Account**	**$1,501,221.58**
	Economic Uncertainty Fund	$525,000.00
	LAIF Unrestricted Fund	$976,221.58
10180	**Monterey Peninsula Properties**	
		$9,077.75
	Total All Accounts	**$1,607,538.96**

FIRE DEPARTMENT
1635 Broadway Avenue
Seaside, CA 93955

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

September 1, 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 August 1, 2020 through August 31, 2020.

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

Incident #

200805-SEA01671
200816-SEA01767
200824-SEA01829

There are a total of three (3) fire calls for the month of August. 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
8/5/2020	200805-SEA01671	10:33:15 AM	10:39:15 AM	6.00	6111	29	Portola	Emergent
8/16/2020	200816-SEA01767	7:09:36 AM	7:15:07 AM	5.52	142	29	South Boundary Road	Emergent
8/24/2020	200824-SEA01829	1:47:30 PM	1:53:59 PM	6.48	321	29	Quial Run	Emergent

Total Calls 3

LEGEND CODE:	INCIDENT TYPE:
100-173	*FIRE*
200-251	*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*
900-911	*SPECIAL/CITIZEN COMPLAINT*

POLICE
DEL REY OAKS

City Council Report
August, 2020

Completed by C. Bourquin

ARRESTS:

		YEAR TO DATE
Felony Arrests	1	2
Misdemeanor Arrests	2	14
Warrant Arrests (OJ)	0	2
TOTAL ARRESTS	**3**	**18**

ASSAULTS:

		YEAR TO DATE
Simple Assault	1	3
Domestic Violence	1	3
Weapon Involved	0	0
TOTAL ASSAULTS	**2**	**6**

BURGLARIES:

Residential	1	1
Commercial	0	3
From Locked Vehicle	1	2
Other	0	0
TOTAL BURGLARIES	**1**	**5**

TRAFFIC ACCIDENTS:

Non-Injury Accidents	3	18
Injury Accidents	0	1
TOTAL ACCIDENTS	**3**	**19**

GRAND & PETTY THEFTS:

Residential	1	3
Commercial	2	7
Shoplifting	0	5
From Motor Vehicle	0	8
Other	0	2
TOTAL THEFTS	**3**	**25**

ALARMS:

Residential	0	6
Commercial	9	73
TOTAL ALARMS	**9**	**79**

DUI ENFORCEMENT:

0	**4**

CITATIONS ISSUED:

Traffic Citations Issued	1	29
Parking Citations Issued	8	104
Admin Citations Issued	0	3
Warning Citations	1	17
TOTAL CITATIONS ISSUED	**10**	**153**

REPORTS FILED:

15	**174**

TOTAL ACTIVITY:

344	**2421**

CITY OF DEL REY OAKS
SIX-MONTH STRATEGIC OBJECTIVES

March 3, 2020 – September 1, 2020
As of September 22, 2020

THREE-YEAR GOAL: ***Ensure fiscal stability***

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. Due to Kim's departure, staff recommending RGS contract for financial services.
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			
3. At the June 23, 2020 City Council meeting	City Manager	Present to the City Council for consideration a Two-Year Budget.	X			Council adopted 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	COVID constrains delaying this action.
FUTURE: At the November 2020 City Council meeting	City Manager	Present to the City Council for action the disposition of the Federal LLC debt.				

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	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 approval of grant application for $65k in LEAP funds. Staff applying for additional $65k in REAP (Regional) grant funds.
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 planning work based on receipt of LEAP grant. Revising zoning ordinance for public hearing in November 2020.

THREE-YEAR GOAL: ***Develop City-owned properties sustainably with public input***

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. Solar panels installed in August.
2. At the April 28, 2020 City Council meeting	City Council	Consider accepting an escrow account and funds, and a contract with Witson Engineers, concerning South Boundary Road.	X			$8.8M transferred into two escrow accounts. MOA and Whitson contract transfer approved.
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 26th. MCWD Board approved in June.
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 adopted. HCP endowment funds distributed to jurisdictions. Council approved agreement on May 26 for fund transfer. JPA will be potentially discussed among land-use jurisdictions in the future.
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	Pending mediation or negotiated agreement.
6. At the June 23, 2020 City Council meeting	City Manager, working with the City Attorney	Ensure that the owner of Del Rey Oaks Gardens is compliant with their conditional use permit and lease.			X	Mr. Mori is scheduled for November PC.
7. At the August 25, 2020 City Council meeting	City Manager	Present to the City Council the status of water allocation for the former RV storage lot.			X	Staff preparing to present to planning commission for public discussion in November.

8. At the August 25, 2020 City Council meeting	City Manager	Present an Exclusive Negotiating Agreement for the former Fort Ord property with developers for City Council consideration.			X	On hold due to COVID related economic pressures.
9. At the August 25, 2020 City Council meeting	City Manager	Provide an update on the Spring 2020 and Spring 2021 street projects.	X			Spring 2020 slurry seal project completed in August.
FUTURE: At the September 22, 2020 City Council meeting	City Manager	Present to the City Council for action Community Facilities District and Development Impact Fees for all City-owned properties.			X	Delayed due to COVID related impacts.

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			Growing cyber threat. Additional cyber security measures enacted for banking. Additional cyber security insurance coverage obtained through risk management group.

City of Del Rey Oaks
City Council Meeting
Tuesday, September 22, 2020

South Boundary Road and General Jim Moore Boulevard Intersection Project Update

Dino Pick, City Manager
Erin Harwayne, DD&A
Andrew Hunter, Whitson Engineers

Presentation Overview

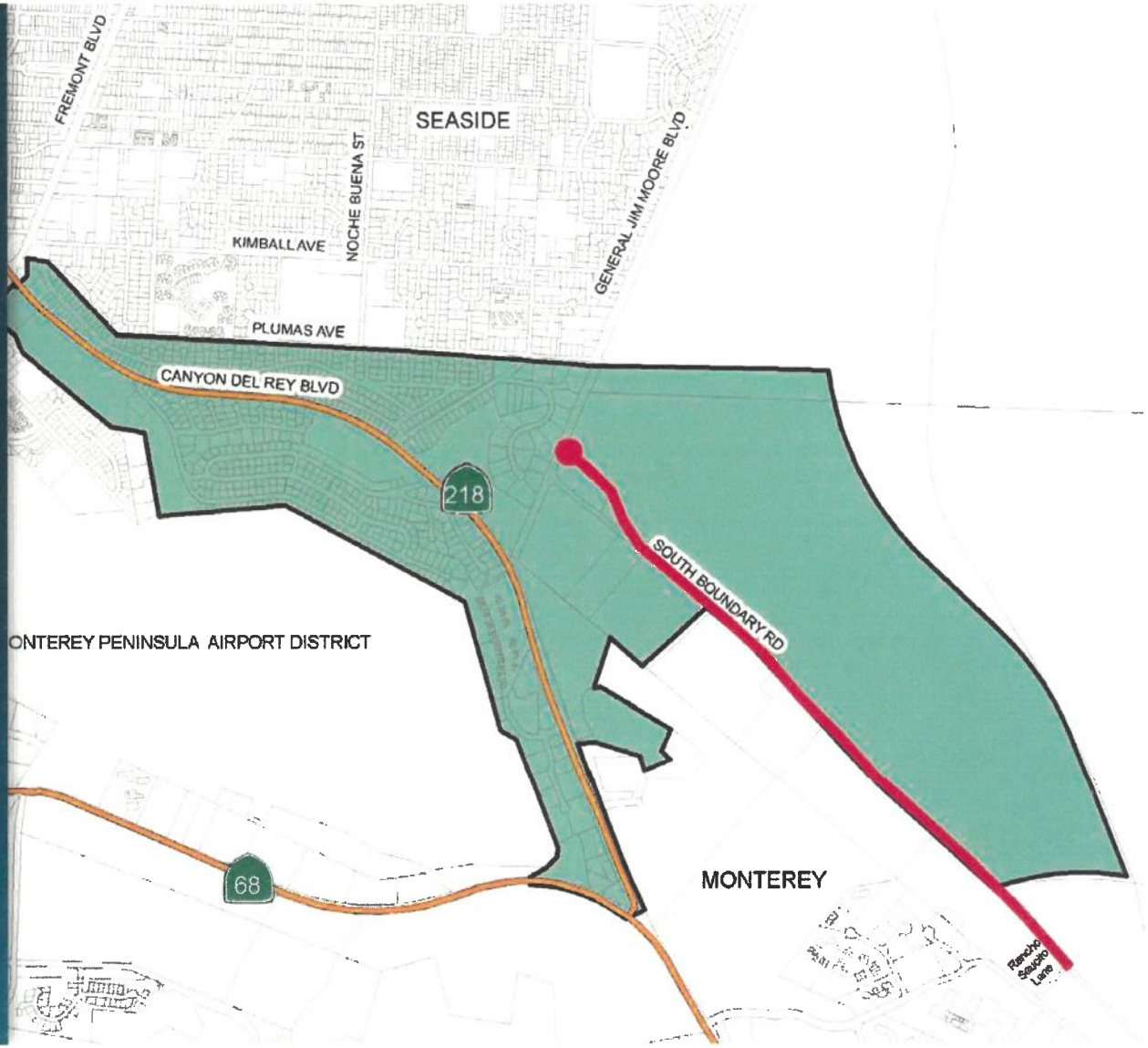
- Project Overview
- Engineering and Design
- Environmental Review
- Staff Recommendation/Next Steps
- Questions and Answers

Project Overview

- Safety improvements to South Boundary Rd (SB Rd)
- New intersection with General Jim Moore Boulevard (GJMB)
- Fort Ord Reuse Authority (FORA) lead agency
  - 2005 – GJMB Improvements
  - 2010 – SB Rd Improvements

Vicinity Map

- About 7,300 feet from GJMB to Ryan Ranch
- Within Cities of Del Rey Oaks and Monterey



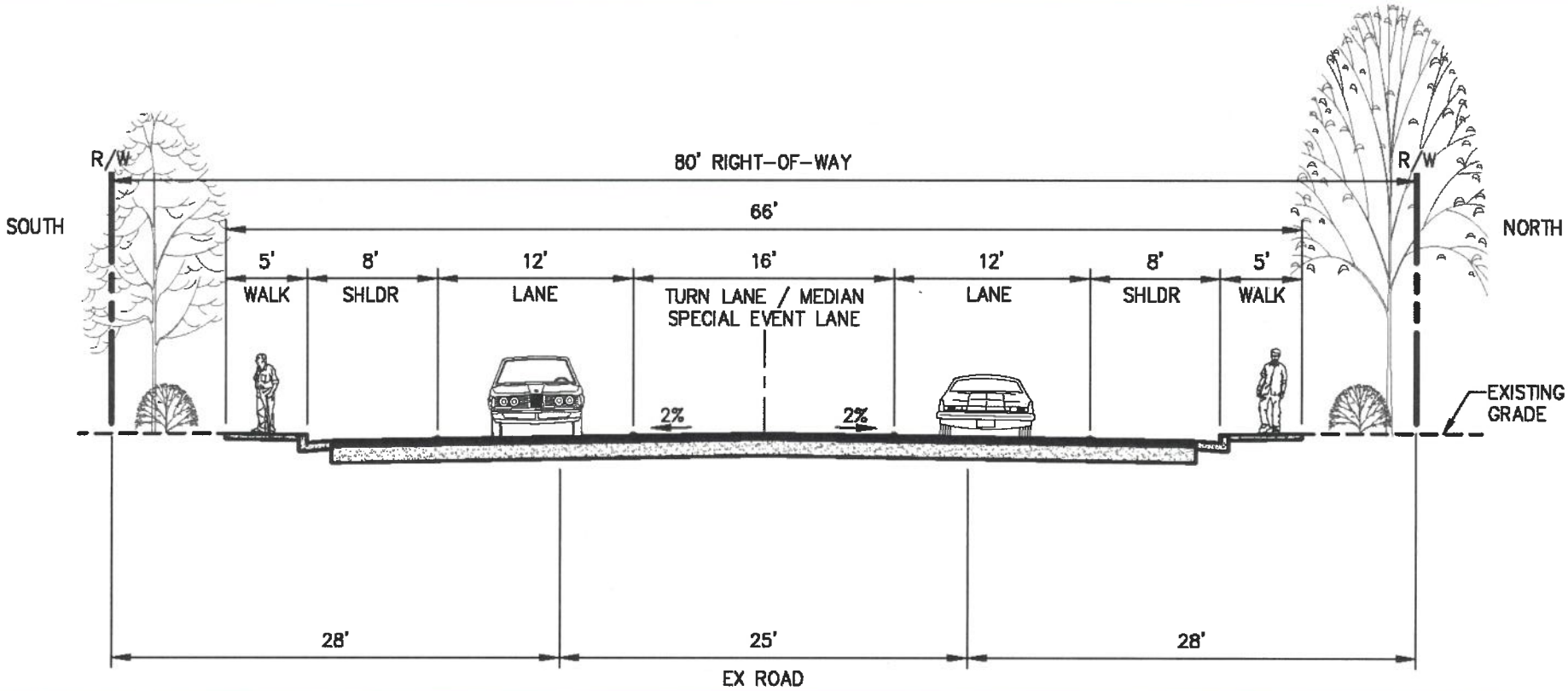
Why Now?

- December 2017 – FORA Initiated Completion of Design Process for Construction Bid Documents
- June 30, 2020 – FORA dissolved and passed project to City
- July 1, 2020 – City receives funding and takes control of project
- July 1, 2020 – City Planning and Engineering Staff is tasked with reviewing the project with a fresh set of eyes

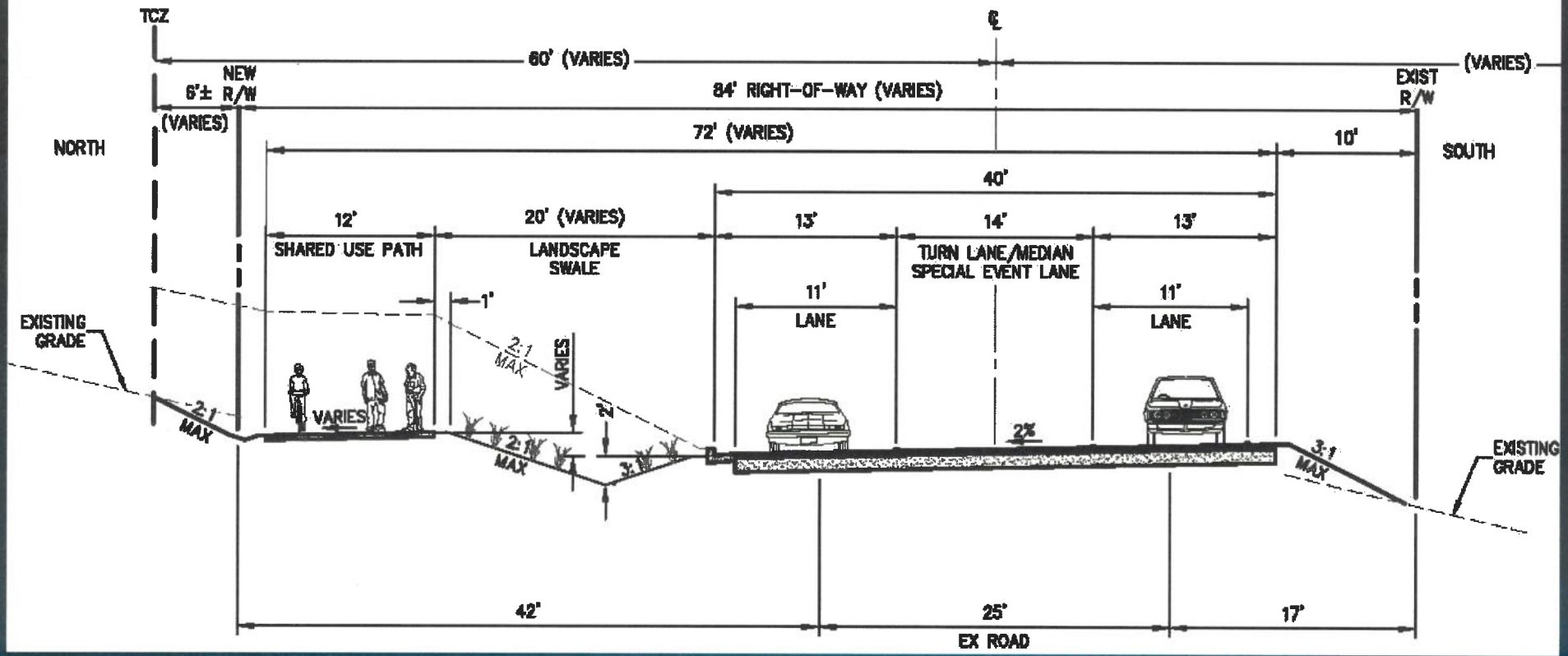
Engineering and Design

- 2010 30% Design Plans
- Contracted to provide 100% Plans for Construction
- Preliminary Design Modifications
  - Modified Road Section
  - Roundabout Intersection
- Reduce costs, safer, & less environmental impact

2010 Cross Section

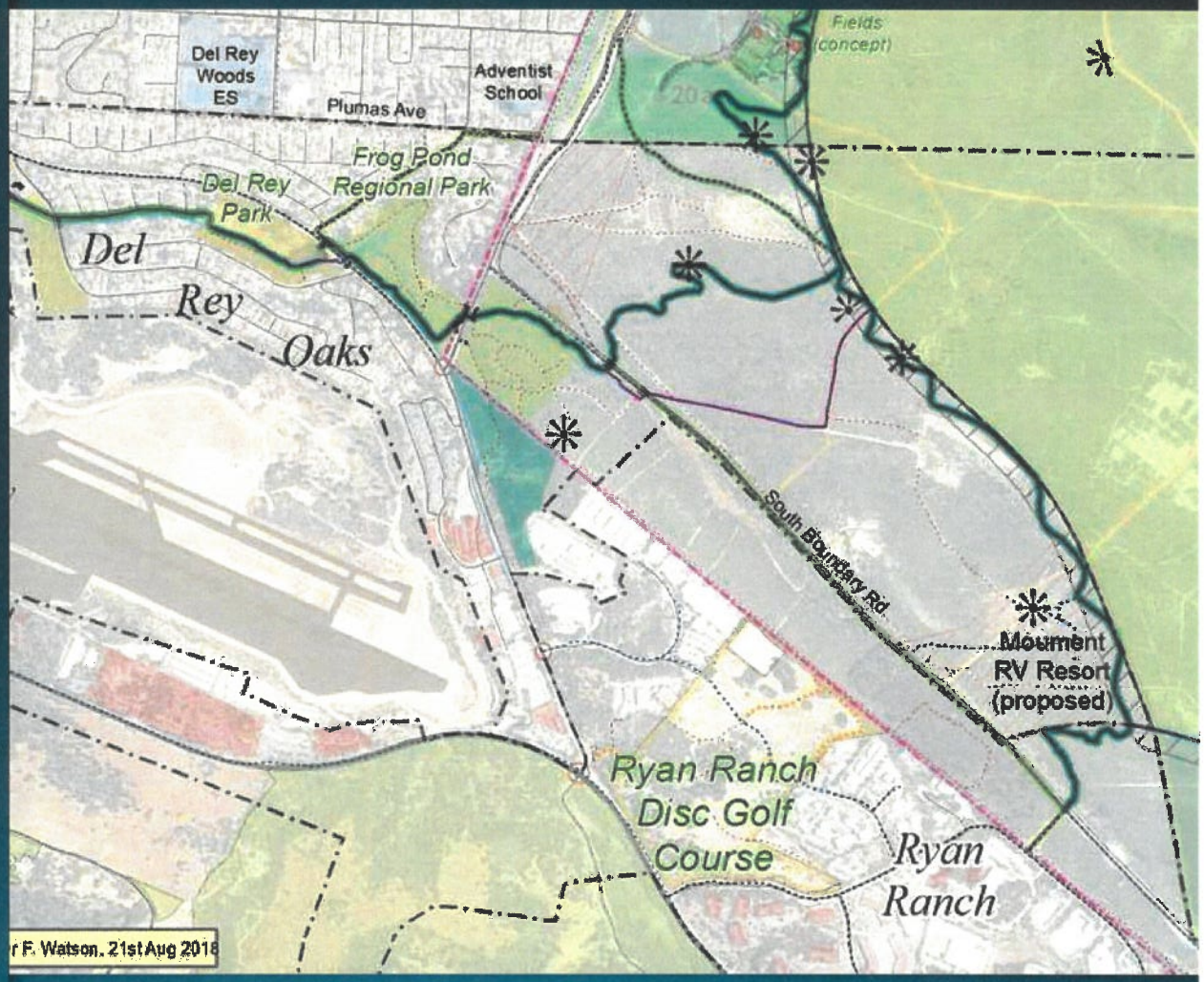


2020 Preliminary Cross Section



Trail Connections

- Shared Use Path Connectivity to FORTAG, GJMB, and Ryan Ranch



Environmental

CEQA/NEPA Completed, BUT…

- Implementation of Mitigation Measures Required
  - Compliance with Federal and State Endangered Species Acts – incidental take permits
    - California Tiger Salamander
    - Seaside Bird's-Beak
- Native Plant Reserve #1 North

Environmental

- Fresh, Holistic Review of Preliminary Design Modifications
- Seaside Bird's-Beak Permitting – lengthy and costly process
- Conducted focused, protocol-level surveys for Seaside Bird's-Beak in area to north of alignment - None observed
- Shifting alignment north would ***avoid*** impacts to Seaside Bird's-Beak and ***avoid*** ESA permitting process for this species
  - Cheaper, faster, and reduces environmental impacts

	South Boundary Road Alignment and General Jim Moore Blvd Intersection Options				
Factors	1	2	3	4	5
	Modified Road Section, 2010 Alignment, with Roundabout (Current Design)	**Modified Road Section, Shifted North Alignment, with Roundabout or Signalized Intersection**	**Modified Road Section, 2010 Alignment, with Signalized Intersection**	**Existing Alignment (maintenance only with no new construction/ no environmental impacts)**	**2010 Road Section and Alignment, with Stop Controlled Intersection (as identified in adopted EA/IS)**
ENVIRONMENTAL CONSIDERATIONS					
1) CEQA COMPLIANCE	Likely an Addendum to include GJMB roundabout and other changes since original CEQA document	Likely a Supplemental IS/MND to include GJMB intersection/ roundabout and new alignment	Likely an Addendum to include changes since original CEQA document	Likely no additional CEQA documentation because improvements would be limited to existing pavement/disturbed areas	Already completed; assume no additional CEQA documentation required
Timeline	1 month	2 months	1 month	N/A	N/A
Cost	$5,000	$55,000	$2,500	N/A	N/A
2) IMPLEMENTATION OF MITIGATION MEASURES	**Yes $30,000**	**Yes $30,000**	**Yes $30,000**	**No $0**	**Yes $30,000**
3) INCIDENTAL TAKE PERMIT	**Yes**	**Yes**	**Yes**	**No**	**Yes**
California Tiger Salamander	Yes	Yes	Yes	No	Yes
Seaside Bird's-Beak	Yes	No	Yes	No	Yes
Timeline	12 months	4-6 months	12 months	N/A	12 months
Cost	$920,000	$420,000	$920,000	$0	$920,000
CONSTRUCTION CONSIDERATIONS					
PROPERTY NEGOTIATIONS	**Yes**	**Yes**	**Yes**	**No**	**Yes**
CONSTRUCTION SUPPORT PLAN (MEC) COST	**$50,000**	**$50,000**	**$50,000**	**$0**	**$50,000**
CONSTRUCTION DOCUMENT COST	**$340,000**	**$450,000**	**$355,000**	**$50,000**	**$500,000**
CONSTRUCTION DOCUMENT DURATION	**5 months**	**8 months**	**6 months**	**4 months**	**8 months**
CONSTRUCTION HARD COSTS	**$8,160,000**	**$8,320,000** (estimated)	**$8,700,000**	**$2,000,000** (assumed)	**$8,160,000** (estimated)
CONSTRUCTION SOFT COSTS	**$1,515,000**	**$1,525,000**	**$1,515,000**	**$135,000**	**$1,525,000**
MEC-CSP IMPLEMENTATION COST	**$220,000**	**$220,000**	**$220,000**	**$0**	**$220,000**
COSTS					
Total Costs	**$11,335,000**	**$11,185,000**	**$11,887,500**	**$2,435,000**	**$11,435,000**
TIMELINE					
Total Timeline	**12 months**	**10 months**	**14 months**	**4 months**	**16 months**

Staff Recommendations

- Multi-Modal Transportation Safety Project
  - Safe Intersection, Shared-Use Path, Special Event Traffic, Improved Drainage
  - Utilities - extends water, sewer, power, communications
  - Monterey Peninsula Properties, LLC
- Initial staff due diligence indicates shifting alignment to the north would be less expensive, require less time, and is environmentally preferred

Next Steps

- Receive Public Input
- Receive Council Input
- Receive Direction from Council

Staff recommends proceeding with preliminary design and environmental review of a shifted northern alignment

Questions?

	South Boundary Road Alignment and General Jim Moore Blvd Intersection Options				
Factors	**1**	**2**	**3**	**4**	**5**
	Modified Road Section, 2010 Alignment, with Roundabout (Current Design)	**Modified Road Section, Shifted North Alignment, with Roundabout or Signalized Intersection**	**Modified Road Section, 2010 Alignment, with Signalized Intersection**	**Existing Alignment (maintenance only with no new construction/ no environmental impacts)**	**2010 Road Section and Alignment, with Stop Controlled Intersection (as identified in adopted EA/IS)**
ENVIRONMENTAL CONSIDERATIONS					
1) CEQA COMPLIANCE	Likely an Addendum to include GJMB roundabout and other changes since original CEQA document	Likely a Supplemental IS/MND to include GJMB intersection/ roundabout and new alignment	Likely an Addendum to include changes since original CEQA document	Likely no additional CEQA documentation because improvements would be limited to existing pavement/disturbed areas	Already completed; assume no additional CEQA documentation required
Timeline	1 month	2 months	1 month	N/A	N/A
Cost	$5,000	$55,000	$2,500	N/A	N/A
2) IMPLEMENTATION OF MITIGATION MEASURES	**Yes $30,000**	**Yes $30,000**	**Yes $30,000**	**No $0**	**Yes $30,000**
3) INCIDENTAL TAKE PERMIT	**Yes**	**Yes**	**Yes**	**No**	**Yes**
California Tiger Salamander	Yes	Yes	Yes	No	Yes
Seaside Bird's-Beak	Yes	No	Yes	No	Yes
Timeline	12 months	4-6 months	12 months	N/A	12 months
Cost	$920,000	$420,000	$920,000	$0	$920,000
CONSTRUCTION CONSIDERATIONS					
PROPERTY NEGOTIATIONS	**Yes**	**Yes**	**Yes**	**No**	**Yes**
CONSTRUCTION SUPPORT PLAN (MEC) COST	**$50,000**	**$50,000**	**$50,000**	**$0**	**$50,000**
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COSTS					
Total Costs	**$11,335,000**	**$11,185,000**	**$11,887,500**	**$2,435,000**	**$11,435,000**
TIMELINE					
Total Timeline	**12 months**	**10 months**	**14 months**	**4 months**	**16 months**

California Native Plant Society

Monterey Bay Chapter – P.O. Box 221303, Carmel, CA 93922

September 21, 2020

Mayor Alison Kerr and Members of the City Council
City of Del Rey Oaks
Via email: info@delreyoaks.org ; kminami@delreyoaks.org ; akerr@delreyoaks.org

SUBJECT: September 22, 2020 City Council Meeting
Agenda Item: 4.A. Receive an Update and Provide Direction on South Boundary Road Project

Dear Mayor Kerr and Members of the City Council:

The Monterey Bay Chapter of the California Native Plant Society (CNPS) thanks the City for exploring the feasibility of a more northerly road alignment that would relocate the new roundabout and intersection of South Boundary Road and General Jim Moore Blvd to avoid impacts to the 4.63-acre Habitat Reserve, which CNPS refers to as Plant Reserve 1 North. The Army referred to the 4.63-acre Habitat Reserve as Parcel E29.a.1.

During public comment prior to the June 23, 2020 City Council closed session, CNPS advocated moving any future road development northwards to achieve the following goals:

- Avoid the 4.63-acre Habitat Reserve.
- Avoid removing old growth, high quality Maritime Chaparral and the special status species the Habitat Reserve supports.
- Avoid the need for an Incidental Take Permit for the Endangered Seaside bird's beak.
- Reduce the amount of soil grading and placement of unused fill, which would reduce impacts and could reduce costs.

Populations of several special status species including the California Endangered Seaside bird's beak could be conserved by moving all road development sufficiently far north of Plant Reserve 1 North, along with other steps to maintain the integrity and values of the 4.63-acre Habitat Reserve. CNPS urges you to take affirmative steps to assure protection in perpetuity of the 4.63-acre Habitat Reserve.

We have not seen any maps or drawings of the proposed new northerly realignment and we look forward to reviewing those and working with the City to ensure that no impacts occur to the 4.63-acre Habitat Reserve.

Sincerely,

Brian LeNeve
President

CITY OF DEL REY OAKS

650 CANYON DEL REY RD. · DEL REY OAKS, CALIFORNIA 93940
PHONE (831) 394-8511 · FAX (831) 394-642

September 25, 2020

Mr. Michael La Pier, AAE Executive Director
Monterey Regional Airport
200 Fred Kane Drive, Suite 200
Monterey, CA 93940

Subject: City of Del Rey Oaks Comments on Addendum to the Final Environmental Impact Report on the Monterey Regional Airport Master Plan

Dear Mr. La Pier:

On August 10, 2020, the City of Del Rey Oaks ("City") received a mailed notice of the August 12, 2020 Monterey Regional Airport Board ("Airport") Regular Meeting Agenda. This agenda included an action item entitled "Addendum to Final Environmental Impact Report, the Mitigation Monitoring and Reporting Program, and Related CEQA Findings and Statement of Overriding Considerations, for the Minor Project Modifications to the Approved Monterey Regional Airport Master Plan" ("Addendum"). The City appreciates the opportunity to provide comments and requests as they relate to this item:

1. Communication

After the FAA EA determination that no road may go through DRO, and that position being reiterated by the Airport Chair at the March 24 Del Rey Oaks city council meeting, the City was taken aback when the Airport District published the Addendum as it continues to include a North side access road through Del Rey Oaks, but now in its long term plans.

The City recognizes the lack of communication and coordination with City staff in advance of this announcement.

While the dialogue during the Airport Board meeting revolved around the Airport's proposed short-term projects, it failed to adequately address the consequences of the short-term projects to the over-all Airport Master Plan over the long-term.

Requests:
a) The City of Del Rey Oaks again encourages the Airport to establish a Community Roundtable that would include elected officials from local jurisdictions and other stakeholders affected by Airport operations. This Roundtable would openly and collectively address noise and environmental issues and ensure dissemination of project information in a timely manner. Please see Enclosure 1: FAA Community Roundtable Information Sheet.

b) With the extraordinary circumstances due to COVID-19 and closure of many buildings, to ensure proper and timely notification, we request all announcements be sent via the postal service and email.

2. **Traffic**

During its Environmental Assessment for Proposed Airfield Safety Enhancement Project for Taxiway "A" Relocation & Associated Building Relocations (FAA EA), the FAA acknowledged, in accordance with 49 U.S.C. §47106(a)(1), the FAA cannot approve any road alignment alternative through the City of Del Rey Oaks until the City of Del Rey Oaks changes its General Plan Policy C- 17.
Airport Board Chair Mary Anne Leffel confirmed that there would be no road through the City of Del Rey Oaks while she served on the board during her presentation at the City of Del Rey Oaks City Council meeting on March 24, 2020. See Enclosure 1: Council Meeting Video Link

The City reiterated its opposition to a north side access road through the City of Del Rey Oaks in its comment letter on the FAA EA dated May 1, 2020 (Enclosure 3.). This letter follows the earlier opposition to the Airport Master Plan on Nov. 18, 2018 (Enclosure 4.)

The City of Del Rey Oaks General Plan includes several policies in relation to Airport activity and its potential effects on the city. In particular, General Plan Policy C-17 states, "The city will not support the potential north side access from Highway 218 and Del Rey Gardens Drive or any airport access through the City of Del Rey Oaks."

The inclusion of a road through the City of Del Rey Oaks in any Airport document is inconsistent with our General Plan and is not supported by the city.

The city has no desire or plan to amend its General Plan in this manner.

Requests:
a) We respectfully request the Airport Board implement long-term access to the north side of the airport using the Northeast Service Road Improvement tied to the 68 frontage road.

b) We respectfully request the Amendment be reconsidered for consistency with the FAA EA finding, by removing any reference to a north side access road through the City of Del Rey Oaks.

3. **The City would also like to reiterate previous statements for consistency:**

a. Noise Impacts
The City has adopted open space/conservation and noise policies. There is insufficient data to effectively analyze the impacts on City Policies because there is no specific plan for the proposed north side development at the Airport. Therefore, further environmental analysis would be required if more specific long-term projects are implemented to assess construction, aircraft and vehicular noise.

b. ARRF Location
The City continues to support the location of the ARRF remaining on the South side of the Airport, which would ensure continuation of rapid off-airport firefighting response times and prevent emergency vehicles from traveling through and near adjoining jurisdictions' residential areas.

c. Construction of General Aviation Hangars and traffic reduction on Airport Road
The City supports the location of the newly constructed aviation hangars as outlined in the proposed action. The City supports access during the construction phase via the improved NE service road, also called the construction haul route. The City also supports continued efforts to reduce overall vehicle trips along Airport Road, such as those resulting from the recent termination of certain leases on the North side.

d. Existing Environmental Contaminants
The City urges the Airport to take every precaution to protect residents of neighboring jurisdictions, Airport employees and visitors as well as adjacent downhill properties and waterways from existing and introduced contaminants during and after construction of the proposed action.

The city respectfully requests the Monterey Regional Airport Board seriously consider our requests to:

1. Establish a Community Roundtable for transparency
2. Send meeting notices to key stakeholder via email as well as postal service
3. Provide long-term access to the north side of the airport using the improved Northeast Service Road connected to the 68 frontage road.
4. Remove any reference to an access road through the City of Del Rey Oaks in all planning documents, both short term and long term.

Sincerely,

Alison Kerr
Mayor
City of Del Rey Oaks

Enclosure
1. FAA Community Roundtable Information Sheet.
2. Video Link
3. Enclosure 3: Letter May 20
4. Enclosure 4: Letter Nov 8, 2018

https://www.faa.gov/air_traffic/community_involvement/media/FAA_Community_Roundtable_Info_Sheet.pdf

FAA

Community Roundtable Information Sheet

Federal Aviation Administration

There are many different community engagement mechanisms that can be used to address aircraft noise or other concerns, depending on the circumstances. This information sheet provides information on one of those mechanisms, Community Roundtables.

What is a "Roundtable"?

- "Roundtable," in the aviation context, is generally a term for an organization designed to address community concerns over a sustained period of time regarding aircraft operations often associated with a nearby airport.
- Most roundtables are voluntarily formed by an airport, local government, or through an agreement among multiple jurisdictions. The most productive roundtables are typically made up of representatives from multiple communities around an airport, who are or may be affected by aircraft operations, and the airline industry and other stakeholders – often in an advisory role or on technical committees and working groups, who can offer additional perspectives and expertise.
- Roundtables typically have group-approved charters or bylaws that provide an agreed upon structure for membership, running meetings, the scope of the issues being addressed by the roundtable, and making decisions.

How can a Roundtable help?

- A roundtable brings together airport, community, and airline industry representatives to collaboratively identify and discuss issues of concern and possible resolutions at the same time.
- A roundtable may elect to make recommendations, including possible changes in operations, which could address community noise or other concerns. Ideally, applicable recommendations are first coordinated through the airport who will then, as appropriate, forward them to the applicable entity (e.g., the FAA, airlines, or zoning authority).
- A roundtable can assist and advise the FAA on community outreach or information needs, and help the FAA understand community priorities.

What is FAA's Role?

- FAA representatives can participate in roundtable meetings to provide technical information and advice, but should not be members and do not vote on roundtable recommendations. The most productive roundtables invite FAA representatives either as regular attendees or on an as-needed basis, providing a clear agenda topic with sufficient advance notice to enable FAA to identify appropriate representation and prepare information.
- The FAA can support roundtables in several ways. For example, the FAA Air Traffic Organization can provide technical expertise on operational issues and airspace procedural design when requested by the roundtable. Similarly, the FAA Office of Airports can provide information about airport operations, airport design, and grant assurances, as well as important information regarding an airport's role in the *voluntary* Part 150 noise compatibility planning program, and the regional and national system of airports.
- The FAA looks to the roundtable to make recommendations, ideally in coordination with the airport, that have some recognition of the impacts (e.g., to the airspace and all potentially affected communities) and reflect thorough discussion/vetting before raising them to the applicable entity (e.g., potential airspace operational changes to the FAA, flight schedule concerns to the airlines) for consideration.
- After the FAA determines a thoroughly discussed/vetted recommendation for an airspace operational change to be initially feasible and flyable, from a safety and efficiency perspective, the FAA has to conduct mandated environmental and safety reviews. If the FAA determines it can proceed with the recommendation, these reviews can have many steps, are dependent on available resources and may take a period of months or years to begin or accomplish. The FAA can provide the roundtable with more detailed information about the processes, timetables, and milestones where the roundtable can expect to be updated by the FAA on the environmental and safety reviews.
- In the FAA's experience, the most effective roundtable recommendations reflect consensus among its membership – which includes considering issues and inputs from all potentially affected communities. Consensus recommendations tend to result in long-term, satisfactory solutions and often reflect the need to balance competing interests.

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

RECEIVED
MAY 01 2020
MONTEREY PENINSULA
AIRPORT DISTRICT

May 1, 2020

Mr. Michael La Pier, AAE Executive Director
Monterey Regional Airport
200 Fred Kane Drive, Suite 200
Monterey, CA 93940

Subject: City of Del Rey Oaks Comments on Draft Environmental Assessment for Proposed Airfield Safety Enhancement Project for Taxiway "A" Relocation & Associated Building Relocations

Dear Mr. La Pier:

The City of Del Rey Oaks ("City") appreciates the opportunity to provide comments to the Draft Environmental Assessment (EA) associated with the proposed Airport Safety Enhancement Project for Taxiway "A" Relocation & Associated Building Relocation (Proposed Action).

The City understands and supports the Airport's efforts to implement improvements that will enable Monterey Regional Airport to continue to accommodate safe air travel. The City appreciates the changes made to the project based on our comment letter for the Airport Master Plan EIR dated November 8, 2018 and public comment received by the Airport Board. We also appreciate the presentation by Airport Board Chair Mary Anne Leffel at the City of Del Rey Oaks City Council meeting on March 24, 2020.

Del Rey Oaks residents have expressed concern about the potential of a North Side access road through the City, and increased noise pollution associated with development on the North side. The City of Del Rey Oaks appreciates the consideration and subsequent decision to select another option for the North Side access. The City of Del Rey Oaks respectfully submits the following comments as it relates to the proposed action:

1. "North Side" Road
   The City continues to oppose a North side access road. The City acknowledges that the FAA, in accordance with 49 U.S.C. §47106(a)(1), cannot approve any road alignment alternative through the City of Del Rey Oaks until the City of Del Rey Oaks changes its General Plan Policy C-17. The City has no plan to amend its General Plan in this manner.

2. Noise Impacts
   The City has adopted open space/conservation and noise policies. There is insufficient data to effectively analyze the impacts on City Policies because there is no specific plan for the proposed north side development at the Airport. Therefore, further environmental analysis would be required if more specific long-term projects are implemented to assess construction, aircraft and vehicular noise.

3. ARRF Location
   The City supports the location of the ARRF remaining on the South side of the Airport, which would ensure continuation of rapid off-airport firefighting response times and prevent emergency vehicles from traveling through and near adjoining jurisdictions' residential areas.

4. Construction of General Aviation Hangars and traffic reduction on Airport Road
   The City supports the location of the newly constructed aviation hangars as outlined in the proposed action with long term access via Airport Road. The City supports access during the construction phase via the improved NE service road, also called the construction haul route. The City also supports continued efforts to reduce overall vehicle trips along Airport Road, such as those resulting from the recent termination of certain leases on the North side.

5. Existing Environmental Contaminants
   The City urges the Airport to take every precaution to protect residents of neighboring jurisdictions, Airport employees and visitors as well as adjacent downhill properties and waterways from existing and introduced contaminants during and after construction of the proposed action.

The City of Del Rey Oaks encourages the Monterey Regional Airport to provide on-going public outreach as this project and its effects upon our residents move forward. The establishment of an Airport Roundtable with local jurisdictions would help to disseminate project information, address noise and environmental issues and provide a valuable public venue for continued dialogue with stakeholders.

Sincerely,

Alison Kerr
Mayor
City of Del Rey Oaks

CITY OF DEL REY OAKS

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

RECEIVED
NOV 09 2018
MONTEREY PENINSULA AIRPORT DISTRICT

November 8, 2018

Mr. Michael La Pier,
AAE Executive
Director Monterey
Regional Airport
200 Fred Kane Drive, Suite
200
Monterey, CA
93940

Subject: City of Del Rey Oaks Comments on Draft Environmental Impact Report for Proposed Airport Master Plan

Dear Mr. La Pier:

The City of Del Rey Oaks ("City") appreciates the opportunity to provide comments to the Draft Environmental Impact Report (DEIR) associated with the proposed Airport Master Plan. The City understands and supports the Airport's efforts to implement improvements that will enable Monterey Regional Airport to accommodate safe air travel responsive to projected future demand (the "Project"). However, the City does not support the Project as proposed (Proposed Project).

Instead, the City supports the Project as described under Alternative 2 (No "North Side Road") with access via Fremont Street and Airport Road in the City of Monterey, which does not come through the City and is therefore consistent with the City's General Plan. Moreover, Alternative 2 reduces environmental impacts, retains all the major projects of the Proposed Project, and meets all four Project Objectives:

- Enhance Airport Safety
- Prepare for Future Aviation Demand
- Incorporate Airport Sustainability Goals
- Increase Airport Self-Sufficiency.

The City disagrees Alternative 2 would be inconsistent with the City's Open Space/Conservation Element goal (Goal 2) to protect the Canyon Del Rey drainage system water quality, runoff, and flow. The DEIR states that a new "north side" road would increase impervious surface compared to the Proposed Project and Alternative 1. As a result, the amount of uncontrolled runoff would increase without appropriate avoidance and minimization measures incorporated into the design of the new road. If uncontrolled runoff from the airport property above Del Rey Gardens Drive continues to flow downhill, onto Del Rey Gardens Drive, and into the drainage as stated in the DEIR, the Monterey Regional Airport and/or future project proponents in the non-aviation development area are required to resolve this issue in compliance with the Clean Water Act's National Pollutant Discharge Elimination System Stormwater Program, in addition to compliance with other environmental regulations.

Del Rey Oaks residents have expressed concern about the potential of a North Side access road through the City, its related impacts on traffic congestion in the City, and increased noise pollution associated with development on the North side. The City of Del Rey Oaks respectfully submits the following comments as it relates to the proposed improvements in conjunction with the Airport Master Plan Project:

1. "North Side" Road

The City does not support a North Side access road through Del Rey Oaks. Any plan allowing for Airport traffic through a Del Rey Oaks access road is inconsistent with the City's General Plan. Any Alternative of the Master Plan that would have such effect is not supported by the City.

The Proposed Project and Alternative 1 recommend a proposed "north side" road that would require a connection to Del Rey Gardens Drive. The City's General Plan Policy C-17 states, "[t]he City will not support the potential north side access from Highway 218 and Del Rey Gardens Drive or any airport access through the City of Del Rey Oaks." Should the Airport submit an application for a General Plan amendment in the future, such a process would require public outreach in the event that the Airport Board approves this component of the Proposed Project or Alternative 1. Compliance with the California Environmental Quality Act will be required for any General Plan amendment to consider impacts related to the proposed "north side" road.

The City supports Alternative 2, which would access the North Side through the City of Monterey.

2. Traffic Impacts

Should the Airport adopt the EIR and submit an application for a General Plan amendment, the application would also need to consider City circulation policies. Policy C-13 requires that new non-residential land uses that generate significant adverse impacts shall dedicate an easement or make a monetary contribution toward completion of adopted bicycle routes. The Proposed Project and Alternative 1 are inconsistent with Policy C-13. Further, Policy C-3 states City intersection levels of service (LOS) shall remain at LOS C or above (or at LOS levels from 1995 when the policies were adopted, if lower). As stated in the DEIR, an in-depth traffic analysis of Alternative 2 with the distribution of long-term traffic from the north side of the airport through the Casanova Oak Knoll neighborhood would be required to fully determine the extent and significance of the impacts to intersections and highway segments that are projected to operate deficiently under future conditions. In addition, without a specific plan for the proposed long-term development on the north side of the Airport, construction traffic impacts are unknown. Therefore, further traffic studies would be required when more project-specific information is known for the non-aviation development area in order to determine the significance of long-term and short-term construction traffic impacts under the Proposed Project or Alternative 1 and whether they are consistent with Policy C-3.

3. Noise Impacts

The City has adopted open space/conservation and noise policies. There is insufficient data to effectively analyze the impacts on City Policies because there is no specific plan for the proposed long-term north side development at the Airport. Therefore, further environmental analysis would be required when more specific long-term projects are implemented. A vehicular noise study was completed as part of the EIR to analyze potential noise impacts related to the proposed "north side" road. A consistency analysis will be made by the City if it considers a General Plan amendment for the proposed "north side" road.

Sincerely,

Jerry Edelen, Mayor

CITY OF DEL REY OAKS

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

DATE: September 22, 2020

TO: Honorable Mayor and City Council

FROM: Dino Pick, City Manager

SUBJECT: **Consider City Manager Leave of Absence and Appointment of Jeff Hoyne as Acting City Manager and Chris Bourquin as Acting Chief of Police**

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, and is not a "project" pursuant to Section 15378(b)(5).

RECOMMENDATION:

Consider an unpaid leave of absence for the City Manager through February 15, 2021. Consider appointing Jeff Hoyne as Acting City Manager and Chris Bourquin as Acting Police Chief through February 15, 2021.

BACKGROUND/DISCUSSION:

The City Manager has been asked to serve in a senior position in the Department of Defense starting in October. He is requesting an unpaid leave of absence through February 16, 2021. Based on the length of the requested leave of absence the City of Del Rey Oaks Municipal Code calls for the Council to appoint an Acting City Manager. Staff recommends that Chief Jeff Hoyne be made Acting City Manager and Commander Bourquin be made Acting Chief of Police through February 16, 2021. Contract amendments for Dino Pick and Jeff Hoyne will be required.

The workload for the City is anticipated to be reduced through February due to COVID-related economic impacts and the recent completion of significant work efforts. Issues relating to FORA's dissolution such as the establishment of escrow accounts, transfer of funds, execution of agreements with Marina Coast Water District, Whitson Engineers, and FORA for South Boundary Road are complete. The City team is equipped to handle the projected workload with Jeff Hoyne as Acting City Manager.

The Police Department is functioning very well and the recent hiring of two high quality reserve officers, including Kyle Baum is very helpful. The Department will perform well under the leadership of Acting Chief of Police Bourquin. This period will also provide an excellent professional development opportunity for both Jeff Hoyne and Chris Bourquin.

This proposal would provide a net savings to the City during the City Manager's absence, should Council approve it. The City will continue to operate at a high state of service because of the cohesive professional team in place.

Kim Carvalho submitted her resignation effective October 9, 2020. Staff recommends transitioning her duties to our financial consultant Roberto Moreno with an expanded scope of work. Roberto knows the City's financials due to his years of financial consulting service to the City. He joined Regional Government Solutions (RGS) some months ago so the City needed to transition its current contract with Moreno to RGS, regardless of Kim's status. Kim's departure has made this contract transition more urgent and gives the City an opportunity to modify its scope. Staff recommends this contract solution as a trial through the mid-year budget review in February. If outsourcing the City's financial functions, which many small Cities do, is successful, then the City can forego hiring a finance employee. Staff also recommends increasing part-time employee Randy Birch's hours to help Karen Minami deal with non-financial City administration. The proposal is cost-neutral and allows staff to test the solution through mid-year budget review and come back with a report to Council as to its advantages and disadvantages.

FISCAL IMPACT:

The City would save approximately $69,034 during the proposed leave of absence based on the following analysis and resulting recommendation. The City would save $77,334 from the fully burdened cost of the City Manager position. Staff recommends a salary of $180,000 (a $13,000 increase) for the Acting City Manager and $110,000 (a $12,000 increase) for the Acting Chief of Police. Both increases would be effective only for the period of leave of absence, with an estimated cost of $8,300 for the leave period.

The remaining 9 months of salary and benefits for the Deputy City Treasurer amount to $86,250. Staff will make a recommendation in a separate staff report regarding how these funds may be allocated to fund the RGS contract. No additional funds are needed at this time for the Administrative Assistant position. If needed, staff will recommend an adjustment at mid-year.

APPROVED

_____

Dino Pick, City Manager

ATTACHMENTS:

City Manager Leave of Absence Agreement

LEAVE OF ABSENCE AGREEMENT
BETWEEN THE CITY OF DEL REY OAKS AND DANIAL PICK

This Leave of Absence Agreement (the "Agreement") is made and entered into by and between the City of Del Rey Oaks (the "City") and Danial Pick (the "City Manager").

RECITALS

WHEREAS, on July 26, 2017, the City and the City Manager entered into the City Manager Employment Agreement between the City of Del Rey Oaks and Danial Pick (the "Employment Agreement"); and

WHEREAS, the City Manager has requested, and the City has approved, a special leave of absence to perform work for the United States Department of Defense, the anticipated period of which is September 28, 2020 through February 16, 2021; and

WHEREAS, the City and City Manager are entering into this Agreement in order to set forth the terms and conditions of such special leave of absence.

AGREEMENT

1. Leave of Absence. The City hereby authorizes the City Manager to take a special leave of absence ("Special Leave") in order to perform work for the United States Department of Defense. Such Special Leave is anticipated to commence on September 28, 2020 and continue through February 15, 2021, but shall only become effective upon the Effective Date, defined herein.

2. Effective Date. This Agreement shall be effective as of the date the City Manager provides written notice to the City Attorney ("Effective Date").

3. Term of Employment Agreement. Commencing upon the Effective Date of this Agreement, the Term of the City Manager's employment with the City, as set forth in Section 4 of the Employment Agreement, shall be tolled, thereby extending the Term of the City Manager's employment until December 15, 2022, or the date of earlier termination in accordance with provisions in the Employment Agreement.

4. Compensation and Benefits. The Special Leave is unpaid to the extent that accrued Vacation Leave or Administrative Leave is not used. If the City Manager chooses to use accrued Vacation Leave or Administrative Leave, the City will deduct such payments from the City Manager's pay through the regular payroll deductions. Time spent on Special Leave is not considered time worked for purposes of determining eligibility for benefits, and benefits and vacation shall not continue to accrue during Special Leave.

5. Failure to Return. The City Manager's failure to return to work on February 16, 2021 shall, absent prior agreement by the City, be considered a resignation within the terms of Section 6.G of the Employment Agreement.

6. Notices. Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

CITY:	CITY MANAGER:
City of Del Rey Oaks	Danial Pick
650 Canyon Del Rey Road	(Address on file.)
Del Rey Oaks, CA 93940	

7. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of City Manager by City, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.

8. Modifications. Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto.

9. Waiver. The failure of either party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that, or any other, term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

10. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

11. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey.

[Signatures follow on next page.]

CITY OF DEL REY OAKS

By:_____ Date:_____

Alison Kerr
Mayor

By:_____ Date:_____

Danial Pick
City Manager

ACTING CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF DEL REY OAKS AND JEFFREY HOYNE

This Agreement for Employment of Acting City Manager ("Agreement") is made and entered by and between the City of Del Rey Oaks (the "City") and Jeffrey Hoyne ("Employee").

RECITALS

WHEREAS, prior to the Effective Date, Employee was employed by the City as the City's Police Chief, the terms of such employment are set forth in the Employment Agreement Between the City of Del Rey Oaks and Jeffrey Hoyne, effective September 1, 2018 ("Chief Agreement");

WHEREAS, the City has approved a temporary special leave of absence for the City Manager, the date of which is anticipated to be from September 28, 2020 through February 15, 2021;

WHEREAS, in accordance with the provisions of the Del Rey Oaks Municipal Code section 2.08.050, because the City Manager's special leave of absence shall extend over a more than four-month period, the Del Rey Oaks City Council desires to appoint Employee as Acting City Manager of the City of Del Rey Oaks, temporarily, for the anticipated period of September 28, 2020 through February 15, 2021;

WHEREAS, Employee has requested, and the City has approved, a special leave of absence from his position as the City's Police Chief in order to perform services as the Acting City Manager, for the anticipated period of September 28, 2020 through February 15, 2021; and

WHEREAS, City and Employee now desire to agree in writing to the terms and conditions of Employee's employment as Acting City Manager.

NOW, THEREFORE, in consideration of the respective and mutual covenants hereinafter contained and made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and subject to all the terms and conditions hereof, the parties agree as follows:

AGREEMENT

1. Special Leave of Absence from Employment as Police Chief. The City hereby authorizes Employee to take a special leave of absence ("Special Leave") from his employment as Police Chief in order to accept the temporary position of Acting City Manager as provided in this Agreement. Such Special Leave is anticipated to commence on September 28, 2020 and continue through February 15, 2021, but shall only become effective upon the Effective Date, defined herein.

2. Effective Date and Term of Agreement. This Agreement shall be effective as of the date the City Manager provides written notice to the City Attorney ("Effective Date"). The

Term of this Agreement shall commence upon the Effective Date and continue through February 15, 2021.

3. At-Will Employment. Notwithstanding any provision contained in this Agreement to the contrary, Employee understands and agrees that he serves at the pleasure of City and may be terminated prior to expiration of this Agreement at the will of the City, and Employee shall not have any vested right to his position as Acting City Manager.

4. Rights, Duties, and Obligations Under The Chief Agreement.

a. During the Term of this Agreement, the following sections of the Chief Agreement, attached hereto as Exhibit 1, are superseded and replaced by this Agreement and will **not** be effective:

i. Section 1 – Duties
ii. Section 2 – Term; Termination; Severance Compensation
iii. Section 4 – Salary and Compensation
iv. Section 5 – Performance Evaluation
v. Section 16 – Indemnification
vi. Section 17 – Bonding
vii. Section 18 – Other Terms and Conditions of Employment
viii. Section 19 – Notices
ix. Section 20 – Government Code 53243-53243.4

b. During the Term of this Agreement, the following sections of the Chief Agreement, attached hereto as Exhibit 1, remain in effect and are incorporated by this reference into this Agreement:

i. Section 3 – Non-Industrial Injury/Illness
ii. Section 6 – Hours of Work
iii. Section 7 – Automobile Use
iv. Section 8 – Vacation and Sick Leave
v. Section 9 – Bereavement Leave
vi. Section 10 – Medical, Dental, Vision, Insurance and Other Benefits
vii. Section 11 – Holidays
viii. Section 12 – Retirement
ix. Section 13 – Deferred Compensation Plan
x. Section 14 – Dues and Subscriptions
xi. Section 15 – Professional Development
xii. Section 21 – General Provisions

c. During the Term of this Agreement, Employee shall remain a member of the Del Rey Oaks Police Department, in a non-supervisorial capacity, in order to meet the operational requirements of the Police Department. In the exercise of his duties as a peace officer, Employee shall comply with all federal, state, and local laws, including the Del Rey Oaks PD CA Policy Manual.

d. The parties expressly agree that any restrictions of Employee's peace officer functions under this Agreement shall not affect his status for purposes of retirement.

e. The parties intend that upon expiration of the Term of this Agreement, Employee will resume his duties as Police Chief of City and the Chief Agreement dated September 1, 2018 shall then govern the terms of Employee's employment with City.

5. Powers, Duties, and Responsibilities of the Acting City Manager.

a. Employee shall perform all functions and duties – as well as have all powers granted pursuant to – the City Manager under the laws of the State of California, the Del Rey Oaks Municipal Code, the ordinances, resolutions, City Personnel Rules, and customs of the City, and perform all other duties and functions as shall from time to time be assigned by the Del Rey Oaks City Council ("City Council").

b. Employee shall seek City Council approval prior to the hiring or termination of any City employee or volunteer.

c. Employee shall ensure all contracts obligating the City shall be brought before City Council for their approval before their execution.

d. Employee shall at all times faithfully obey all federal, state, local, and City laws.

6. Devotion to City Business. Employee's position as Acting City Manager is full-time. Employee agrees to devote his full productive time and ability and attention to City business during the term of this Agreement. Employee shall not engage in any business, educational, professional, charitable, or other activities that would conflict or materially interfere with performance of his City Manager duties, except as may be specifically authorized or requested by the City Council.

7. Base Salary. During the Term of this Agreement, Employee shall be paid an annual salary of one hundred eighty thousand dollars and no cents ($180,000.00), less all applicable federal, state, and local withholdings. During the Term of this Agreement, Employee will only receive compensation as stated in this paragraph for performing his duties as Acting City Manager, and he will not receive compensation related to his former employment as the Police Chief of City.

8. Termination of Employment as Acting City Manager.

a. Either the City or Employee may terminate this Agreement, with or without cause, upon thirty (30) days' written notice. If Employee provides thirty (30) days' written notice to terminate his employment, but does not work the full thirty (30) days during the notice period, his monthly salary will be prorated and he will be paid only for days actually worked up to and including the termination date.

b. Upon termination of this Agreement, Employee will resume his duties as Police Chief of City and the Chief Agreement dated September 1, 2018 shall then govern the terms of Employee's employment with City.

9. Severance. Upon termination of this Agreement, Employee shall not be entitled to severance.

10. Indemnification.

a. City shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. If City compromises or settles any such claim or suit, City shall pay the amount of any settlement, or if the claim results in a judgment against Employee, City shall pay any such judgment. This indemnification does not apply to any act, action, or omission arising out of the gross negligence, willful misconduct on the part of Employee, or acts of Employee outside the scope of his duties.

b. Notwithstanding any other provision in this Agreement and in accordance with California Government Code Sections 3511.1, 3511.2, 53243, 53243.1, and 53243.2, the following limitations apply to City's obligations to Employee:

i. In the event Employee is placed on paid leave pending an investigation, Employee shall reimburse such pay to City if he is subsequently convicted of a crime that constitutes "abuse of office or position."

ii. In the event City pays for Employee's legal criminal defense, he shall fully reimburse such funds to City if he is subsequently convicted of a crime that constitutes "abuse of office or position."

iii. If this Agreement is terminated, any cash settlement related to the termination that Employee may receive from City must be fully reimbursed to City if he is subsequently convicted of a crime that constitutes "abuse of office or position."

iv. For the purposes of this Agreement, "abuse of office or position" shall be defined as in California Government Code Section 53243.4.

11. Notices: Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

CITY:	CITY MANAGER:
Mayor of the City of Del Rey Oaks City of Del Rey Oaks 650 Canyon Del Rey Road Del Rey Oaks, CA 93940	Jeffrey Hoyne (Address on file.)

12. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment as Acting City Manager during the Term of this Agreement, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party with respect to Employee's employment as Acting City Manager during the Term of this Agreement.

This Agreement is entered into this ____day of _____, 2020.

CITY OF DEL REY OAKS

By:_____ Date:_____

Alison Kerr
Mayor

By:_____ Date:_____

Jeffrey Hoyne

CITY OF DEL REY OAKS

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

DATE: September 22, 2020

TO: Honorable Mayor and City Council

FROM: Kim Carvalho, Deputy City Treasurer

SUBJECT: Agreement with Regional Government Services, Inc. for Financial Services

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, and is not a "project" pursuant to Section 15378(b)(5).

RECOMMENDATION:

Consider approving Financial Services Agreement with Regional Government Services, Inc. ("RGS").

BACKGROUND/DISCUSSION:

We have established an excellent working relationship with RGS since our agreement dated November 21, 2019. They have supplied Human Resource services for the Police Department and City Hall with professionalism and solid results. Roberto Moreno, our long-time financial consultant, has recently joined RGS as a full-time staff member and has added his vast knowledge of city finance to the RGS team.

As the Deputy City Treasurer is retiring, we have been working with Mr. Moreno regarding the transition of this position to RGS as well as establishing a new agreement for his services. The Deputy City Treasurer duties are crucial to the continued financial stability of the City and they are primarily:

- Accounts Payable
- Payroll
- Bank Reconciliations
- Audit Support
- Accounts Receivable
- CalPERS Processing
- Council Financial Reporting

While these are significant in their effect on the financial health of the City, they are also necessary daily duties of this position. They require knowledge of city government finance, fund accounting and the ability to utilize multiple software platforms needed to accomplish these processes. This is why the vast expertise of RGS is optimal to the transition of these duties. They have dedicated team members that are familiar with MIP Fund Accounting, ADP Payroll systems and CalPERS, all of which are used by the City. They offer the background, experience, and stability of their organization for these services. Mr. Moreno will continue to oversee the finances of the city as well as leading budget preparations and annual government audit and monthly council reporting.

{AJL-01033389;1}

Staff recommends approval of the Financial Services Agreements with RGS.

FISCAL IMPACT:

The total not-to-exceed contract amount is $131,000. This includes $35,000 previously budgeted for Mr. Moreno's services and $96,000 for the duties of the Deputy City Treasurer as listed above.

The current salary, benefits, CalPERS unfunded liability and overtime of the Deputy City Treasurer is approximately $140,000 annually.

The implementation of the agreement will be a $44,000 annual net savings to the city.

Respectfully Submitted:

_____

Kim Carvalho, Deputy City Treasurer

ATTACHMENTS:

Financial Services Agreement with RGS

RGS | REGIONAL GOVERNMENT SERVICES

SERVING PUBLIC AGENCIES SINCE 2002

RGS is committed to reducing paper waste by converting to electronic processes. Toward these waste reduction goals, RGS uses DocuSign to digitally sign and execute our Agreements. DocuSign provides a secure and legally binding digital signature process which eliminates the need for printing and distribution of documents for signature. Additionally, and especially under the current health and safety restrictions, RGS requests that agencies use electronic payment methods whenever possible to reduce mailing and paper expenses. RGS requests your assistance with meeting these waste reduction goals by joining us in the use of DocuSign and electronic payment methods during our collaboration.

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- Expert Services: RGS serves exclusively public sector agencies with its team of public-sector experts.
- Innovation: RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- Customer Driven: RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs.
- Perseverance: Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- Open Source Sharing: RGS tracks emerging best practices and shares them, learning openly from each other's hard-won experience.
- Commitment: Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

Agreement for Management and Administrative Services

This Agreement for Management Services ("Agreement") is made and entered into as of the 23rd day of September 2020, by and between the **CITY OF DEL REY OAKS,** a municipal Agency ("Agency"), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a "Party" and, collectively, the "Parties").

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

A. That Agency desires to engage RGS to render certain services to it;

B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and

C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. **Services**. The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

1.1 **Standard of Performance**. RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.

1.2 **Service Advisor**. To ensure quality and consistency for the services provided, RGS also assigns a service advisor to Agency. The service advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically service advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.

1.3 **Reassignment of Personnel**. Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons.

1.4 **Time**. RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.

Section 2. **Term of Agreement and Termination**. Services shall commence on or about September 23, 2020, and this Agreement is anticipated to remain in force to June 31, 2021, at which time services may continue on a month-to-month basis until one party terminates the Agreement, or if Exhibit A contains a "not to exceed" amount, until that amount of charges has been reached, at which point the Parties shall either amend or terminate this Agreement. This Agreement may be terminated by either Party, with or without cause, upon 30 days' written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. **Compensation**. Payment for services under this Agreement shall not exceed $131,000 and shall be as provided in the **Exhibits**.

Section 4. **Effective Date**. This Agreement shall become effective on the date first herein above written.

Section 5. **Relationship of Parties**.

5.1 It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS' services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:

5.1.1 Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee's Social Security Number or other similar personally identifying information.

5.1.2 Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, "third party" means another government agency, private company, or individual.

5.1.3 In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.

5.2 RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency's objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.

5.3 Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**.

5.4 RGS employees may require access to Agency's computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)

5.5 Agency shall not have any right to discharge any employee of RGS from RGS employment.

5.6 RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. **Loss Occurrence Coverage**. RGS is self-insured and maintains loss occurrence coverage through its membership in the Municipal Insurance Cooperative ("MIC"), a California Joint Powers Authority, which is a risk purchasing joint powers authority. Consistent with sections 990.4 and 990.8 of the Government Code, the MIC provides coverage to RGS, in excess of its member retained limit, against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

6.1 **Workers' Compensation Coverage**.

6.1.1 **General requirements**. RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than $1,000,000.00 per occurrence.

6.1.2 **Waiver of subrogation**. The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

6.2 Commercial General, Automobile, and Professional Liability Coverages.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than $2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than $2,000,000 aggregated for bodily injury, personal injury, and property damage.

6.2.2 Minimum scope of coverage. The MIC Memorandum of Coverage (MOC) is not written on ISO forms but provides coverage at least as broad as the latest version of the following: (A) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

6.3 Professional Liability Insurance. RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions.

6.4 All Policies Requirements.

6.4.1 Coverage requirements. Each of the following shall be included in the coverage or added as an endorsement:

a. Agency and its officers, employees, agents, and volunteers shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.

b. An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and volunteers.

c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

6.4.2 Acceptability of coverage providers. All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.

6.4.3 Verification of coverage. Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized by the MIC to bind coverage on its behalf. Agency reserves the right to require complete, certified copies of all MOC at any time.

6.4.4 Subcontractors. RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.4.5 Variation. During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.

6.4.6 Deductibles and Self-Insured Retentions. RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.

6.4.7 Maintenance of Coverages. The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.

6.4.8 Notice of Cancellation or Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.

Section 7. Legal Requirements.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Reporting Requirements. If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.

7.4 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

7.5 **Licenses and Permits**. RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

7.6 **Nondiscrimination and Equal Opportunity**. RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

8.1 **Records Created as Part of RGS' Performance**. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.

8.2 **Confidential Information**. RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

8.3 **RGS Books and Records**. RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 **Inspection and Audit of Records**. Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

Section 9. **Non-assignment**. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. **Amendments**. This Agreement may be amended or modified only by written Agreement signed by both Parties.

Section 11. **Validity**. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. **Disputes**. Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

Section 13. **Venue/Attorneys' Fees**. Any suit or action initiated by either party shall be brought in Monterey County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 14. **Mediation**. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 15. **Employment Offers to RGS Staff.** Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 16. **Entire Agreement**. This Agreement, including the **Exhibits**, comprises the entire Agreement.

Section 17. **Indemnification.**

17.1 **RGS' indemnity obligations**.
RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

Training disclaimer
Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. RGS' obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed $500,000.

17.2 **Agency's indemnity obligations**. Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action,

or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

17.3 Obligations and indemnity related to defined benefit retirement plan participation.

a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a defined benefit pension Plan, or Social Security) or ("Retirement Program"), it is possible that the Retirement Plan may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.

b. In the event that the Retirement Program initiates an inquiry that includes examination of whether individuals providing services to Agency are Agency's employees, Agency shall inform RGS within five days and share all communications and documents from the Retirement Program that it may legally share. Agency and RGS shall cooperate to determine the manner of responding to the inquiry and what, if any, documents to provide.

c. In the event that the Retirement Program makes a finding that one or more RGS employees are employees of Agency, Agency shall promptly inform RGS and share all communications and documents from the Retirement Program that it may legally share. RGS and Agency shall cooperate in determining how to respond to the Retirement Program, including but not limited to whether and how to make any corrections described by the Retirement Program.

d. RGS and Agency each reserves the right to file an appeal of the Retirement Program's finding that an RGS employee is an employee of Agency and should be registered with the Retirement Program as an employee of Agency and to challenge such a decision in court. Agency assigns its right to file an appeal of such a finding, if Agency does not itself file an appeal. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in pursuit of the action.

e. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an appeal or court challenge. In the event that (1) Retirement Program finds that an RGS employee is an employee of Agency and should be registered in the Retirement Program as an employee of the Agency; (2) Retirement

Program finds that a payment is required to register the employee as an employee of Agency; and (3) neither RGS nor Agency challenges those **findings or the payment is upheld in a final appeal or court decision, RGS'** obligation for any payments to Agency for Retirement Program benefits **shall be limited to 50% of the employer's share of those payments that** Agency may be required to pay.

Section 18. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

Agency: City of Del Rey Oaks
650 Canyon Del Rey Blvd.
Del Rey Oaks, CA 93940

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924
Email: contracts@rgs.ca.gov

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: _____ **Agency**

By: _____
Danial "Dino" Pick, City Manager

DATED: _____ **Regional Government Services Authority**

By: _____
Richard H. Averett, Executive Director

Exhibit A

Compensation.

1. **Fees**. Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

   RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder, including salaries and benefits of employees. The Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

   Consequently, the Parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. On July 1 of each year, RGS' hourly bill rates will be adjusted by the percentage change in the Consumer Price Index (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI") for the twelve months through the end of December of the prior year. Irrespective of the movement of the CPI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a five percentage (5%) change, excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the CPI for the twelve months through the end of December of the prior year.

2. **Reimbursement of RGS' Administrative Cost**. Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.

3. **Terms of Payment**. RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

   Payment Process/Address. RGS prefers invoices be paid electronically. Please contact RGS for electronic payment instructions —

   Jefferson Kise, MBA, RGS Finance and Operations Manager
   (831) 308-2718 | jkise@rgs.ca.gov

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

Should it be necessary for payments to be made by check then please use the following address:

Regional Government Services Authority
PO Box 1350 | Carmel Valley, CA 93924

AGENCY CONTACTS

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Karen Minami, Deputy City Clerk	kminami@delreyoaks.org

Agency Insurance Contact. Please provide the contact person to whom the certificate of coverage should be sent:

NAME	EMAIL
Karen Minami, Deputy City Clerk	kminami@delreyoaks.org

RGS STAFF

CLASSIFICATION	HOURLY RATE*
Chief Operating Officer	$135 to $220
Deputy Chief Operating Officer	$130 to $195
Senior/Lead Advisor	$125 to $190
Advisor	$115 to $160
Project Advisor	$105 to $125
Project Coordinator	$85 to $120
Technical Specialist	$75 to $115

*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed of $131,000 for services provided.

Exhibit B

Scope of Services. Subject to the terms and conditions of this Agreement, RGS shall assign RGS employee(s) to serve as Finance Advisor(s) to the Agency, which may require performing any or all of the functions described below:

1. Provide immediate ongoing consultative services to the City Manager. This work may be done either onsite or remotely. Such services may include the following:
   - 1.1. Project Services
     - 1.1.1. Audit management project – review MIP accounting software for accuracy; write up adjusting journal entries; review financial statements; prepare audit schedules requested by auditors; facilitate communication between auditors and city staff.
     - 1.1.2. Budget development project – review proposed budget for accuracy; analyze budget estimates; provide guidance to develop a comprehensive budget document
     - 1.1.3. QC and reporting services - Review MIP on a quarterly basis for quality control; provide quality control for monthly bank statement reconciliation; develop monthly financial reports
   - 1.2. Technical Advisory Support and Coaching
     - 1.2.1. Advise and support agency staff effort with all phases AP function utilizing appropriate controls.
     - 1.2.2. Advise and support agency staff effort with all phases of the Accounts Receivable and Cash Collections functions
     - 1.2.3. Advise and support agency staff effort with Payroll and benefit payments, including best practices in recording said payments into MIP accounting software
   - 1.3. Be reasonably available to respond to questions or requests for assistance with implementation of recommendations or provide advice about emerging issues during the normal work week.

2. Projects and activities may be modified on request of the Agency.

3. Projects may be directed to other RGS staff with equal or lower bill rates, as needed to fulfill the Agency's requests for finance and administrative systems support.

4. Agency Customers are to be served by agency employees.

City Councilmember Report

Sep 22, 2020

Louise Goetzelt

Aug 26, 2020: attended a short United Veterans Council of Monterey County (UVC) meeting.

This was primarily to receive an up-date on the expenditure of emergency assistance funds over the past few months. The UVC provides small grants to assist veterans with such things as rent, security deposits, car repairs, etc. Requests general come through the Monterey County Military and Veterans Affairs Office, the Veterans Transition Center (VTC) or Nations First.org (formerly known as the Veterans Resource Center). The requests are vetted to ensure the person is a veteran/veteran's family. The funds are not given directly to the veteran, rather paid to the landlord, car repair shop, etc. The fund has paid for hotel nights for veterans displaced by the recent fires. Once a displaced veteran has been forced into hotel lodging, even if only for one night, the veteran becomes eligible for permanent or transition housing assistance. So, the UVC covers the cost of one night in a hotel.

The UVC also decided to cancel this year's Monterey County Veteran of the Year dinner, due to the on-going health situation. They are looking into options for some type of virtual presentation, possibly to be broadcast on the local channel(s) (channel 25, etc.). A small expenditure was approved in advance to support videography efforts.

Sep 8, 2020: attended the Northern Salinas Valley Mosquito Abatement District (NSVMAD) board meeting. This meeting was held in person, with tables set up in the district's garage, enabling "social distancing."

The board received a briefing from Bill Morton, Municipal Finance Corporation (MFC). MFC specializes in helping municipal organizations obtain loans/financing for projects such as building construction. (Kind of a mortgage broker" for public entities.) He provided an up-date on the financing for the district's new building and explained the ins and outs of the unique methods required when financing public infrastructure/buildings.

The district is continuing to work with the city of Salinas to finalize approval of the building and site plans. This process has been slowed due to the current restrictions that limit "in-person" contact/meetings.

The district completed its analysis of the results of the fly-over to identify pools, spas, ponds, etc., with stagnant water. Letters have been sent to the property owners/residents.

West Nile Disease incidence continues to be exceptionally low throughout California this year, with only 45 human cases thus far.

Sep 9, 2020: attended the Association of Monterey Bay Area Governments (AMBAG) virtual board meeting.

The board approved an amendment to the Water Quality Memorandum of Agreement that extends the current agreement until 2025. It was noted that there have been many changes in regulations since the original agreement was signed in 2015, and currently the Monterey Bay National Marine Sanctuary (MBNMS) Management Plan is undergoing revision. The extension of the Water Quality MOA is to keep the current advisory group (which has no statutory/ regulatory authority) in place through the time needed to complete the sanctuary's revised management plan. This revision is expected to be completed in the next 12 – 15 months and then sent to signatories for approval. Once approved, the WQA MOA will be revised and sent for signatories' approval.

The board received informational briefings on AMBAG's draft Procurement Manual. AMBAG's Procurement Policies & Procedures Manual was last adopted by the Board in November 2014. The current version has been updated to address changes in state and federal regulations and to provide for additional flexibility in efficiently and effectively accomplishing the procurement requirements.

The board also received an update on 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy. AMBAG adopted the 2040 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) in June 2018. Federal and state law requires that AMBAG prepare a long-range transportation plan every four years. In accordance with state and federal guidelines, the 2045 MTP/SCS is scheduled for adoption by the Board of Directors in June 2022.

Details about the Sep 9, 2020 briefings are available on the AMBAG website: https://ambag.org/meetings-archive

MST HIGHLIGHTS
SEPTEMBER 14, 2020 Board Meeting

SEPTEMBER EMPLOYEE OF THE MONTH
The MST Board approved resolution 2021-06 recognizing Lisa Cox, Risk and Security Manager, as Employee of the Month for September 2020.

RETIREMENT RESOLUTION
The MST Board approved retirement resolution 2021-09 recognizing Rudy Mora, coach operator, for his 21 years of service and outstanding contribution to MST and the entire community.

APPROVED SB1 STATE TRANSIT ASSISTANCE / STATE OF GOOD REPAIR PROGRAM OF PROJECTS
The MST Board approved SB1 State Transit Assistance/ State of Good Repair Grant resolution 2020-07.

APPOINTED NEW MOBILITY ADVISORY COMMITTEEE MEMBER
The MST Board approved the new appointment of Steven Macias, executive director for the Blind and Visually Impaired Center of Monterey County to the Mobility Advisory Committee.

RECEIVED COVID-19 INCIDENT RESPONSE AND RECOVERY PLANNING UPDATE
The MST Board received a report from the General Manager/CEO on activities related to COVID-19 pandemic incident response and recovery planning.

RECEIVED UPDATE ON PROPOSED BUSWAY AND RAPID TRANSIT PROJECT
The MST Board received an update on the Proposed MST SURF! Busway and Rapid Transit Project.

APPROVED MST FFY2021-FFY2023 DBE OVERALL TRIENNIAL GOAL
The MST Board approved MST's FFY2021-FFY2023 Disadvantaged Business Enterprise (DBE) Overall Triennial Goal.

ADOPTED TITLE VI PROGRAM UPDATE

The MST Board approved resolution 2021-08 and adopted the 2020-2023 Title VI Program Update.

RECEIVED MV TRANSIT REIMBURSEMENT REQUEST OF CARES ELIGIBLE EXPENSES

The MST Board received a report on MV Transportation's request for reimbursement of CARES eligible expenses and provided direction to MST Staff to return this matter to the MST Board at a future date and include a final contract amendment for review and further consideration.

RECEIVED REPORT ON CITY OF SALINAS TRANSIT INVESTMENTS

The MST Board received a report on the City of Salinas Transit Investments.

NEXT MST BOARD MEETING

The next regular MST Board meeting will be held on October 12, 2020.

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

www.tamcmonterey.org

HIGHLIGHTS

August 26, 2020

TAMC Board Receives Revised Measure X Revenue Forecasts

The Transportation Agency Board of Directors learned that using an initial conservative estimate of $20 million to estimate Measure X annual revenues proved to be wise decision during a staff presentation on the revised revenue forecast. Actual Measure X revenues that were as high as $30.5 million in fiscal year 2018/19 fell to $23.5 million in fiscal year 2019/20 due to the impacts of COVID-19. The most recent forecast for the next three years estimates revenues will bounce back to between $26.7 million to $27.4 million annually.

This projection combined with the Board's decision to continue programming Measure X funds to match the initial estimate of $20 million per year, still provides full funding for near-term Measure X projects as programmed in the 2019 Integrated Funding Plan.

These priority projects include the Imjin Road Widening project, which uses $17 million of Measure X funds as match to a $19 million SB1 Local Partnership Program grant, the Highway 218 Segment of the Fort Ord Regional Trail and Greenway, which uses $1.0 million of Measure X funds as a match to a $9.2 million Active Transportation Program grant, and the State Route 156 / Castroville Boulevard project, pending receipt of $20 million of grant funds with $2.5 million of Measure X as match.

Measure X Sales Tax Projections

Measure X Cash Flow - August 2020 Revision

TAMC Board Approves Competitive Grand Funding for Local Projects

The TAMC Board of Directors approved nearly $11.39 million for a three-year competitive grants program to fund local transportation projects. The resolution follow's the Board's decision to fund allocations for a new round of competitive funds in March.

The approval of the resolution will fund the following projects through the competitive grant program for fiscal years 2020/21 through 2022/23:

- Salinas - Boronda Road Congestion Relief Project - $4,000,000
- Salinas - Bardin Road Safe Routes to School - $1,800,000
- King City - Complete Streets Downtown Streetscape - $950,000
- Monterey - Traffic System, Pedestrian/Bike Upgrades - $1,680,000
- Salinas - Pedestrian Crossing Enhancements - $545,000
- Pacific Grove - Point Pinos Trail Project - $382,000
- Greenfield - Walnut Avenue Pedestrian/Bike Improvements - $590,000
- Seaside - Broadway Avenue Corridor Improvements - $600,000

CSUMB Student Appointed to the Measure X Citizens Oversight Committee

The TAMC Board of Director appointed Cal State University, Monterey Bay student, Natalie Olivas to serve as the alternate youth representative on the Measure X Citizens Oversight Committee. Her appointment fills a long-standing vacancy on the committee that has existed since members were appointed by the TAMC Board in 2017.

Members of the Citizens Oversight Committee represent a diverse range of community interests to assure that a broad range of geographic and stakeholder interests on represented on the committee. Their duty is to ensure that Measure X funds are spent according to the terms of the Measure X Transportation Safety & Investment Plan.
Youth representation on the committee is one of the additional appointments the Board deemed to be important to assure that a broad range of geographic and stakeholders' interests are represented.

The Plan, approved by voters in November 2016, is anticipated to generate an estimated $600 million over 30 years for transportation projects & programs in Monterey County.

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: September 9, 2020
TIME: 6:00 PM

Please register for the AMBAG Board of Directors meeting at
https://attendee.gotowebinar.com/register/9149075146949070347

The AMBAG Board of Directors meeting will NOT be held at the Corralitos Community Center, 35 Brown's Valley Road, Corralitos, CA 95076 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, September 8, 2020. The subject line should read "Public Comment for the September 9, 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 September 9, 2020 AMBAG Board of Directors meeting using the following link: https://attendee.gotowebinar.com/register/9149075146949070347

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.

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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. PRESENTATIONS

A. Water Quality Memorandum of Agreements Amendment 001

Recommended Action: APPROVE

- **Bridget Hoover, Director, MBNMS Water Quality Protection Program**
- **Maura Twomey, Executive Director**

Approve the Amendment 001 to the Water Quality Memorandum of Agreement. (Page 5)

6. 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**

Receive a report from President McShane on the August 21, 2020 SAC meeting. The next meeting is scheduled on October 16, 2020.

7. EXECUTIVE DIRECTOR'S REPORT

Recommended Action: INFORMATION

- **Maura Twomey, Executive Director**

8. 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 August 12, 2020 AMBAG Board of Directors Meeting

- Ana Flores, Senior Executive Assistant

Approve the draft minutes of the August 12, 2020 AMBAG Board of Directors meeting. (Page 11)

B. AMBAG Regional Clearinghouse Monthly Newsletter

- Miranda Taylor, Planner

Accept the clearinghouse monthly newsletter. (Page 23)

C. **AMBAG Sustainability Program Update**
- Amaury Berteaud, Special Projects Manager

Accept the AMBAG Sustainability Program update. (Page 29)

D. **Central Coast Coalition Memorandum of Understanding (MOU)**
- Maura Twomey, Executive Director

Approve the Central Coast Coalition MOU. (Page 33)

E. **Authorized Check Signers for AMBAG Bank Accounts**
- Errol Osteraa, Director of Finance & Administration

Approve the individuals with check signing authority for the Association of Monterey Bay Area Governments (AMBAG) bank accounts. (Page 43)

F. **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 47)

9. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND POSSIBLE ACTION

10. ADMINISTRATION

A. **DRAFT AMBAG Procurement Manual**
Recommended Action: INFORMATION
- **Diane Eidam, Retired Annuitant**

Receive a presentation from Diane Eidam, **Retired Annuitant** on the Draft AMBAG Procurement Manual. (Page 53)

11. PLANNING

A. **2045 Metropolitan Transportation Plan/Sustainable Communities Strategy Update**
Recommended Action: INFORMATION
- Heather Adamson, Director of Planning

Receive an update on the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy. (Page 55)

12. CLOSED SESSION

As permitted by Government Code Section 54956 et seq. of the State of California, the Board of Directors may adjourn to Closed Session to consider specific matters.

A. EVALUATION OF PERFORMANCE

Government Code Section 54957

1. Title: Executive Director

13. RECONVENE FROM CLOSED SESSION

Recommended Action: ACCEPT

- **President McShane**

Accept the report.

14. ADJOURNMENT

REFERENCE ITEMS:

A. 2020 Schedule of Meetings (Page 61)
B. Acronym Guide (Page 63)

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: **October 14, 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.

NORTHERN SALINAS VALLEY
MOSQUITO ABATEMENT DISTRICT

825th REGULAR MEETING
OF THE
BOARD OF TRUSTEES

342 Airport Blvd
Salinas, CA 93905

~AGENDA~

September 8, 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: August 11, 2020**
B. **PAYROLL WARRANTS: $88,868.01 August 2020**
C. **COMMERCIAL WARRANTS: $36,745.28 August 2020**
D. **UMPQUA BANK: July 2020 $2,586.31 (*Included in Commercial Warrants*)**
E. **TIME DISTRIBUTION: August 2020**
F. **BALANCE SHEET: August 2020**
G. **SCHEDULE OF EXPENDITURES: August 2020**
H. **Q3 COMPILATION OF FINANCIAL STATEMENTS**

5. **OTHER BUISNESS:**

A. **Bill Morton of Municipal Finance Corporation to discuss and outline Resolutions and Policies as they pertain to the District's financing for the 926 East Blanco project.**

B. **Discussion of Trustee business travel during pandemic.**

C. **Updates regarding 926 E. Blanco Rd. project.**

6. **ACTION ITEMS:**

A. **RESOLUTION NO. 2021-02**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE NORTHERN SALINAS VALLEY MOSQUITO ABATEMENT DISTRICT DEBT MANAGEMENT POLICY

B. **APPROVAL OF POLICY NO. 1110**

NORTHERN SALINAS VALLEY MOSQUITO ABATEMENT DISTRICT DEBT MANAGEMENT POLICY

C. **RESOLUTION NO. 2021-03**

A RESOLUTION OF THE NORTHERN SALINAS VALLEY MOSQUITO ABATEMENT DISTRICT APPROVING A SITE LEASE, A PROJECT FUND AGREEMENT AND A LEASE AGREEMENT; MAKING CERTAIN DETERMINATIONS RELATING THERETO; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

7. **MONTHLY AND OPERATIONS REPORT:** **Ken Klemme, District Manager/Biologist**

8. **TRUSTEE COMMENTS:**

Adjournment to October 13, 2020 at noon.

08/25/20 CC Minutes	09/09/20 PC Minutes	Financial Reports	Fire/PD Reports	Strategic Planning Grid	SBR	Airport Letter	Staff Changes

RGS Contract

Council Reports

Correspondence