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, FEBRUARY 25, 2020 AT 6:00 P.M.
CHARLIE BENSON MEMORIAL HALL, CITY HALL

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

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION: Reverend Robert Hellam of Church of the Oaks**

4. **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.***

5. **PRESENTATION:**
   A. **Pure Water Monterey Project Progress Report: Paul Sciuto, Monterey One Water**

6. **PROCLAMATION:**
   A. **Black History Month**

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

8. **MAYOR AND COUNCIL REPORTS**

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

   A. **MINUTES: (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)**
      1. **January 28, 2020 Regular City Council Meeting**
      2. **January 8, 2020, Regular Planning Commission Meeting - Canceled**
   B. **MONTHLY REPORTS: (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)**
      1. **Claims, January 2020**
      2. **Unpaid Bills Detail, All**
      3. **Financials, January 2020 and January 2019**
      4. **Fire Department Response Report, January 2020**
      5. **Police Activity Report, January 2020**

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

10. **OLD BUSINESS: None**

11. **NEW BUSINESS: (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)** ***Action/Information Items***

    A. **Discuss the Fort Ord Recreational Trail and Greenway (FORTAG) Master Agreement and Supplemental Agreement** *Information*
    B. **Receive a Report on the Mid-Year Budget Review for FY 2019-2020, and Consider Approval of the Amended FY 2019-2020 Budget** *Action*
    C. **Consider Contract Award for the Spring 2020 Street Slurry Project** *Action*
    D. **Discuss City Council Agenda Management** *Action*

12. **CORRESPONDENCE:**
    A. **Letter from Food Bank for Monterey County**

13. **CLOSED SESSION: None**

14. **NEXT MEETING DATE: Tuesday, March 24, 2020, at 6 P.M.**

15. **ADJOURNMENT**

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

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PROCLAMATION

Honoring Black History Month
February 2020

WHEREAS, the city of Del Rey Oaks is committed to diversity, equity, inclusion and mutual respect as a fundamental aspect of a healthy, thriving community; and

WHEREAS, In 1976, as part of the nation's bicentennial, Black History Month was formally adopted to honor and affirm the importance of African American History throughout our American experience, and serves to promote cultural enrichment, ethnic pride, and self-esteem; and

WHEREAS, During Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual and political development: and

WHEREAS, Black History Month is a time for all Americans to remember the stories and teachings of those who helped build our nation, took a stance against prejudice to build lives of dignity and opportunity, advanced the cause of civil rights and strengthened families and communities; and

WHEREAS, the Black community has been the target of discrimination and violence based on identity, which conflicts with our core values as a community; and

WHEREAS, The observance of Black History Month calls our Nation's attention to the continued need to battle racism and look to the future to continue to improve society so that we live up to the ideals of freedom, equality and justice;

NOW, THEREFORE, I, Mayor Alison Kerr, do hereby proclaim February 2020 as Black History Month. I urge all citizens to celebrate our diverse heritage and culture and continue our efforts to create a world that is more just, peaceful and prosperous for all.

IN WITNESS WHEREOF I have hereunto set my hand this 25th day of February, 2020.

Signed

_____

Alison Kerr, Mayor

CITY OF DEL REY OAKS CITY COUNCIL REGULAR MEETING CONVENED AT 6:00 P.M. ON TUESDAY, JANUARY 28, 2020 IN THE CHARLES BENSON MEMORIAL HALL, CITY HALL

Present: Council Member Gaglioti, Goetzelt, Vice Mayor Clark, Mayor Kerr
Absent: Council Member Lintell
Also present: City Attorney Lorca, City Manager Pick, Assistant to the City Manager/Deputy City Clerk Carvalho and Deputy City Clerk Minami

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

PLEDGE OF ALLEGIANCE led by Susan Ragsdale-Cronin

INVOCATION: Reverend Robert Hellam of Church of the Oaks

PUBLIC COMMENT:
(The public comment portion was transcribed from the video tape of the meeting in order to capture all comments and suggestions on these important topics.)

Mary Solsing, Hillwil Pl.: Began by thanking the Council and staff for the public works projects and the safety improvements that have been made over the past couple of years. Really appreciates them. Especially appreciates the standard with the speed meter on it. She thinks it's slowed down considerably. She said she knows it slowed her down. She was here on a different matter. She was here to request further safety measures on Portola. She is walker and really enjoys being in a city full of walkers. She enjoys meeting her neighbors, and enjoys meeting the people who are walking their dogs on leashes, but on Portola it creates a congestion problem where there are cars parked on both sides of the street, and you get one or two or three or half a dozen pedestrians and maybe a dog or two and then a car coming in one directly and another car coming in the other direction. It's congestion. She has been here for a while and it seems that we use to be more courteous and that now drivers are tending to be a bit more aggressive. Since she's into baring her soul tonight, she finds that as someone else is aggressive, she tends to react in kind. So she's here to ask the Council to make some improvements on Portola and doesn't like to come with just a complaint, but has some suggestions. One of them is to provide uniform sidewalks where the dogs and the people could mosey along. Mr. Pick, who she met with a few days ago, said that would be the resident's financial responsibility. Thinks the City could contribute if they were to so choose. She realizes that is a very expensive and probably ultimate correctly for the problem. She thought of a couple other things, one of them being to restrict the parking to one side of the street and that probably would not be met with a lot of grace by the residents on Portola and a third one would be to turn Portola into a one way street and that probably wouldn't be met with a lot of grace by anyone who drives on Portola including herself. She finally settled on, and would like to bring to your attention the idea of painting a striped white dotted line down the center of Portola. She thinks just as the meters for speed have improved safety through the awareness of drivers, that a dotted line down the center line would improve safety through the awareness of those people parking cars, the drivers that are

transferring back and forth, the walkers but not the dogs, she doesn't feel they will pay any attention to the white lines. Why is she concerned? As the congestion goes on there is going to come a time where there may be an incident involving a pedestrian, maybe involving a dog, maybe a side-swiped car, maybe two cars paying bumper tag in the middle of the street. She doesn't want to see that and is sure the council doesn't either. Thanked the council.

Dennis Allion, Los Encinos: Stated he wanted to piggyback on what she (Mary Solsing) said, a lot of citizens have banded together to do a lot of good things in Del Rey Oaks, enhance the quality of life for residents. A special nod to Ron Fucci and the citizens who make personal efforts to beautify our city. That's the good stuff. Now the not so good. He was prompted to investigate the facts behind Mayor Kerr's public accusation made in November City Council meeting of unethical behavior by Council Member Gaglitoti. He found the accusation to be ill-conceived. Minutes of the Monterey One Water recycled water committee which is a open to the public meeting is where John made a motion which was unanimously passed to the Monterey One Water board for discussion. That indicated that there was more than just himself that thought the matter worthy of further consideration. As was evidenced by numerous public testimonies in that November City Council meeting, there are differences of opinion regarding desalination and the Pure Water expansion. Further, since the report in question was commissioned by Monterey One Water it was completely legal and within its discretion to delay release the document to the public while it reviewed the report, which, by the way, none of the committee members had seen, so they didn't know what it said. There was nothing unethical in what Council Member Gaglioti proposed. You might disagree with him but he did nothing unethical. In a separate matter from the December meeting, he was surprised by the apparent conflict of interest between you, Mayor, and you relationship with LandWatch which has now sued the City. On your campaign website you had proclaimed your proud membership in LandWatch. Within 24 hours of his bringing this to her attention, he noticed that it was removed from your website, the reference to LandWatch. It does cause him to wonder where her allegiance lies. Is she with LandWatch or are you for our City of Del Rey Oaks? She made a proposed amendment to the housing element which denuded the Housing Element removing three or four areas for the City for our affordable housing. It sounded more like it could have been drafted more by LandWatch than herself. Her off would leave additional dwelling units as the only truly viable alternative for our city. Now while additional dwelling units might be a very reasonable way to address it, it shouldn't be the only way to address the affordable housing element. He is not alone in the City in believing that it's possible and critical that our community oversees the environmentally, socially and economically responsible development of the former Fort Ord Property to include affordable housing. The Council voted in the best interest of the city to move on and approve the housing element. You, Mayor, being the only dissenting vote. Thanked the council.

Alice Green, Saucito: Stated she fully supports LandWatch's Lawsuit, sorry to say. She thinks they are right. Unfortunately because the City is designated parcel 2 and three, the 17 acres and down there through the park as the only alternatives, she would like to propose; okay obviously she thinks we all agree with additional dwelling units as a good thing. She doesn't think that's a good idea, so that's one thing. Another idea she had was, and entails a lot of issues that could be highly problematic, nevertheless, in the light industrial area, rezone, redo, put something there. That seems to her to be something to think about anyway. She is just presenting that as

an idea. The way to not, because those are such sensitive ecologically areas that it would be a shame to start building on them, with the water shed issues and everything. So that's her idea.
Douglas McKenzie, Saucito: He was going to defer his comments until the end but however, given what he's just heard, he would like to suggest, with our indulgence that the item 11.B.1. to wit, the conference with legal counsel regarding the existing litigation be moved to old business.
Mayor Kerr: It's a closed session because there is a legal discussion that happens.
Douglas McKenzie: He understands that, but given the discussion that we just heard about the allegations from Mr. Allion he thinks it appropriate.
Mayor Kerr: Everyone has the right to express their opinions during public comment. She asked for any further public comment.
Gary Kreeger, Quendale: He just wanted to note that he doesn't think that being a LandWatch supporter or any other organization supporter is necessarily in congruous with sort of the best interest of the city. He thinks that he sat through three hours of the Planning Commission and he also voted against the housing element because quite frankly there was a high likelihood we would end up exactly where we're at. Thought that there was a better way forward, which is his understanding of what he thinks the Mayor tried to do. Felt we could have found a interim solution and come back around to the Fort Ord land in the future and didn't think it had to be address right now. There did seem to be an issue with getting the housing element approved which he thought was a good idea to get the money. So, just wanted to look at a different perspective on that and appreciates the efforts on trying to get something through that was going to stay out of court, get us some money and Fort Ord land's not going anywhere. We are going to do the right thing when the time comes, and it's going to come, and we are going to develop in an appropriate manner. Feels it's going to happen and not stay empty forever, but didn't' have to happen by 31, December. Thanked the council.
Ken Rutherford, Via Verde: He stated he just wanted to also indicate that he was not present for the last council meeting but was present for the planning commission meeting talking about the housing element. He stated he thought there was some discussion at that time about the letter from LandWatch and the very good legal points they made and how we were trying to avoid litigation. He spoke at the meeting, several people did. The only person that reached out after I spoke and expressed my concern, was the Mayor, who apparently watched that planning commission meeting and asked what his concerns were and enlisted by assistance in talking about those concerns. Before he gets to the bad part, he wants to get to the good point. We had a coffee with the Mayor earlier this month where we talked about safety on the roads. He brought up the fact that he'd like to have more safety on Via Verde and also Rosita because he walks up those streets and it's pretty dangerous as well. We had a very good productive meeting with the citizens and the Mayor. He wants to say that the Mayor is the one that is reaching out to us and representing the city and he was so impressed with LandWatch and their letter at that planning commission meeting that he went on their website and joined LandWatch because they provide information to our city leaders to help them in your negotiations with FORA. Asked if he was correct on that? He stated he'd leave that open for their discussion. He stated he's sure that all of you have run to be on the City Council or Mayor because you have the best interest of our City at heart and he hopes that continues. Thanked the council.

PRESENTATION:

A. Swearing in of Officer Kristofer Moore

Chief Hoyne: Stated how hard they are working to make the best police department for the City. He reviewed some of the improvements that have been made, gave some background on

Kristofer Moore stating we are fortunate to have been able to have him join our team. Officer Moore's Mother pinned his badge on his uniform after his swearing in.

STAFF REPORTS:

City Manager Pick: Reported on the PD's apprehension of a robbery suspect over the holidays, LandWatch's lawsuit against the City, passing the first Housing Element since 1992, public work's accomplishments, the sunset of FORA, California Native Plant Society's delaying our biggest capital project, bids being accepted for solar on City Hall, attending the new Mayor's and council members academy in Sacramento, water concerns, speaking with HCD regarding our planning work program, continues talks with 2 potential developers, going out for bid on the Spring 2020 Street Slurry Seal project, the completed audit of police services for the airport and citizen's Action Group meeting and discussing being a Tree City USA in conjunction with Earth Day.

COUNCIL REPORT:

Council Member Gaglioti: Reported on the Watermaster Board asking Bob Jaques to investigate funding to acquire more water, consumers using more water than can be regenerated into the water basin, protective measures being looked at to help prevent salt water intrusion, the desal plant being the only project that will produce enough water, ASR (Advanced Storage Recovery) being the process of pumping excess water out of the river and putting it back into the water basin, Monterey One Water's recycled water project producing water but that it hasn't been certified yet for drinking and that we are not using the industrial waste water which makes up 16% of our water source.

Council Member Goetzelt: Stated there were no meetings over the holidays. Councilwoman Lintell attended the AMBAG meeting for her but as she is ill tonight she doesn't know what they talked about other than she did get a copy of their audit. In the new year attended Mosquito Abatement District, and reported on a potential new building, that statewide there has been 214 West Nile virus cases and what diseases certain mosquitos carry, the need to take care of any standing water to help prevent mosquito, that the district will give pond owners mosquito eating fish for free and that they monitor the Frog Pond for mosquitos and treat as needed using drones.

Vice Mayor Clark: Stated she attended MST, and reported on the Mobility Center being open, transit systems for veterans, how difficult it is to get transit drivers, the incentives they are offering, and the state's big push to have zero emission busses which are not ADA compliant and really expensive. She also reported on getting more children and teenage books in the Little Free Libraries around the city.

Council Member Goetzelt: Announced that effective the 1st of Jan all veterans that have a service rated disability, and have a veterans service card can now use the commissary.

Mayor Kerr: Reported on Mayor's art council's first art sale, TAMC board meeting and nominating committee, Salinas rail moving forward, public hearing about FORTAG, Monterey Community Power meeting, that they will be getting a new name, our power will come in on Jan 1, 2021, the Mayor's meeting heard from an organization that is trying to match elders who have large homes with people to rent rooms to help with income, lower rents, etc., storm water capture project discussed with 2 other local Mayors, and attending the special city council meeting on Dec 17th on the Housing element. Then after the first of the new year she attended Mayor's gathering where Congressman Panetta attended, Sustainable Del Rey oaks, What's on

your Mind, Annual Women's March, MLK celebration, New Mayors and council members academy in Sacramento which was a really nice opportunity to meet returning mayors and council members announcing their next executive level training will be here in June in Monterey. Thanked Council Member Lintell for attending TAMC for her and announced that ballots are coming soon encouraging residents to help their neighbors and new 18 year olds who are ready to vote and announced the new Emergency Preparedness Mayor's group and Historical Relationship with the Airport Groups.

CONSENT AGENDA:

A. MINUTES

1. November 26, 2019, Regular City Council Meeting
2. December 17, 2019, Special City Council Meeting
3. November 13, 2019, Regular Planning Commission Meeting
4. November 25, 2019, Special Planning Commission Meeting

B. REPORTS

1. Claims Report, November/December 2019
2. Unpaid Bills Detail, All
3. Financials November/December 2019 and November/December 2018
4. Fire Department Response Report, November/December 2019
5. Police Activity Report, November/December 2019

C. MISCELLANEOUS:

1. Strategic Planning Grid

Mayor Kerr: Announced consent agenda and explained the public comment process for consent agenda items.

City Manager Pick: Announced that the Strategic Planning Grid has been updated and a copy is on the table and before the council.

Public Comment:

Douglas McKenzie, Saucito: Asked if all the minutes listed are on the website?

Mayor Kerr: Answered yes.

Motion to approve consent agenda by Vice Mayor Clark
Second by Council Member Gaglioti
Public Comment: No further comments received

MOTION WAS UNANIMOUS

NEW BUSINESS:

The Council considered **ITEM 9.A.**, Receive a Presentation on the Regional Habitat Conservation Plan for the Former Fort Ord Properties, including, Potential Joint Powers Authority Formation; Existing FORA Habitat Management Plan; and Funding Requirements.

Information Only

City Manager Pick: Stated the item before them is an information only item and it's an update on the status of the regional habitat conservation planning for the former Fort Ord properties and will include a brief discussing about JPA formation the existing FORA Habitat Management

Plan and a little bit about funding. Introduced Erin Harwayne of Denise Duffy and Associates and Kendall Flint and Steve Flint of RGS. He stated this is important for our city because it is the mechanism by which we will manage the habitat on the former Fort Ord property and it will impact how we develop the property.
*A PowerPoint presentation was shown and both Erin Harwayne and Kendall Flint took part in a detailed explanation of this very complex process. (Attachment A)
Erin Harwayne: Stated she has been with Denise Duffy and Associates for 20 years and has extensive knowledge on the habitat plan and endangered species on the former Fort Ord. She explained what the Habitat Plan consists of and that there are 8 covered species: Three of these are on Del Rey Oaks properties.
Kendall Flint, RGS: Denise Duffy and Associates (DDA) and other consultants have been working on this. The Habitat Working Group was formed and is meeting weekly to discuss how much this is going to cost the cities and do we look at a habitat conservation plan. The current HCP envisions full Fort Ord Build out within 50 years. The cities has a hard time with this so a phasing is being looked at to break this down into 15, 25 and 50 year goals. One of the potentials is to form a JPA to continue to look at these options. FORA is in charge of the EIR and Fish and Game is in charge of the EIS. All of this is in flux. FORA has no part of this JPA! This is a way the interest agencies can continue this discussion. If each agency goes on their own it will be a lot more expensive because each agency will have to negotiate with fish and game. When FORA goes away who takes on the role of the things that go boom on the land. Seaside is being considered to manage this after FORA goes away. The other things that goes to Seaside is the water rights should the feds find water. Secondary issue is getting rid of old buildings. A bond is in discussion.
The Habitat Working Group will be doing all the heavy listing. If the FORA board gives the money to the JPA then there has to be guidelines and agreements of how to use those funds.
There was extensive questions and answers between the Council and presenters. See Attachment A for an overview.

The Council considered **ITEM 9.A**, Consider RGS Scope of Work for Project Management
City Manager Pick: The genesis of this is the sunset of FORA. Normally we would go out and get bids but we didn't do this for a very specific reason. City has an agreement with RGS for HR already. Kendal and Steve (Flint) have been working with FORA for over a year. Rather than paying a consultant to learn, RGS comes with that knowledge. Doing an RFP would take time and money to do this. Staff recommendation is council approve agreement with RGS. Another option would have been to hire another employee. Convinced this is a temporary situation.
Public Comment:
Alexis Bunton: Thanked the City Manager for making something so complex easy to understand. Asked if RGS can guarantee they will get it done in that time period and were the funds for this planned?
Doug Burton: Looks like this is a quality group, what are the projects, should these funds be used for something else?
Ken Rutherford: What other agencies do you represent? Are you on contract with FORA?
Frederica Jones: Asked about the term and cost. Asking about future costs. Can't some of this be delegated to the City Attorney and not RGS?

Katy Kreeger: How will you be sharing your work with the public? Is there a way to have this to the public so the public has time to digest this? Really want to be able to see the product.
Gary Kreeger: Is a monthly update possible?
City Attorney Lorca: The work product would be subject to the PRA. Any contract would be reviewed.
Mayor Kerr: Has done contracting for the DOD. Completely agrees that Dino needs access to expertise. Concerned about the financial implication, the finance committee meeting is next week and the mid-year budget review is next month. Wants to table this until next month when the budget is presented. Wants to see more public comment.
City Manager Pick: We project a positive ending fund balance with this contract and other expenditures. Time matters at this point. Waiting 30 days will matter. Would ask that this begins February 1st not March 1st. This is also an extension of an existing RGS contract.

Motion to approve consent agenda by Council Member Gaglioti
Second by Vice Mayor Clark
Public Comment: No further comment received

MOTION WAS UNANIMOUS

CLOSED SESSION:

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

A. Public Comment on Closed Session Items: Anyone wishing to address the City Council on an item to be discussed in closed session may do so nay. There will be a time limit of not more than three minutes for each speaker. No action will be taken on matters brought up under this public comment period.
B. Closed Session Items:
   1) Conference with Legal Counsel – Existing Litigation (Gov't Code 549569(a)) LandWatch *Monterey County vs. City of Del Rey Oaks et al.* (Monterey County Superior Court Case No. 19CV005255
C. Adjourn to Open Session
D. Report out by City Attorney

Mayor Kerr: Announced closed session and opened public comment:
Jim Clark, Via Verde: Stated that Denise Duffy eviscerated all of LandWatch's attorney's comments at the last meeting and it was amazing to witness.

8:44 pm: Adjourned to closed session

8:58 p.m. Reconvened into open session
City Attorney Lorca: Stated as to the matter of LandWatch vs. City of Del Rey Oaks, status was provided to Council and Council provided him with direction but no reportable action taken.

8:58 p.m.: Adjourned to next meeting date of Tuesday, February 25, 2020 at 6 pm.

Attest: **Date:**

FORA
Fort Ord Reuse Authority

HCP EIR/EIS and Transition Update

Presentation to City of Del Rey Oaks

January 28, 2020

Erin Harwayne, DDA
Kendall Flint, RGS

U.S. Army's Habitat Management Plan

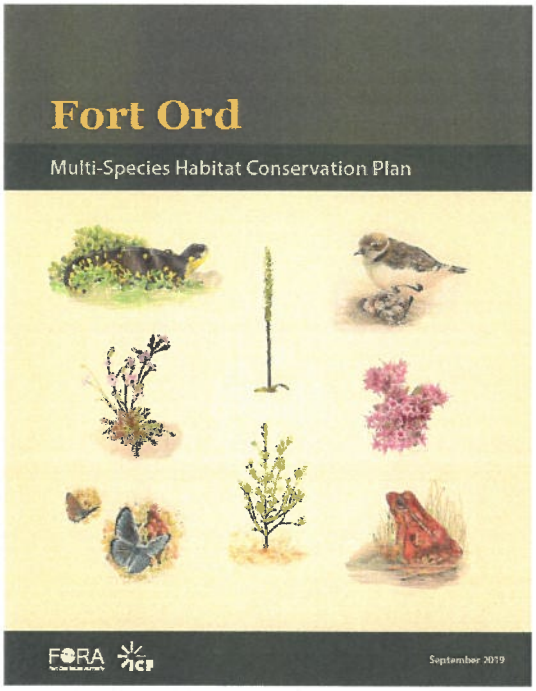
FORA
Fort Ord Reuse Authority

- Federal Endangered Species Act Consultation
- Required by Biological Opinion
- Approved Federal Agreement (Army and USFWS)
- Established Preserve System
- Authorized take for cleanup
- Signatories agreed to fulfill habitat management and borderlands requirements

What is a Habitat Conservation Plan?

FORA
Fort Ord Reuse Authority

- Required for Federal ESA Incidental Take Permit (ITP) application
- "Take"
- Identifies effects of take, minimization measures, and funding
- Non-Federal entities



HCP Land Use Designations

FORA
Fort Ord Reuse Authority

- Habitat Management Areas
- Designated Development Areas
- Borderlands

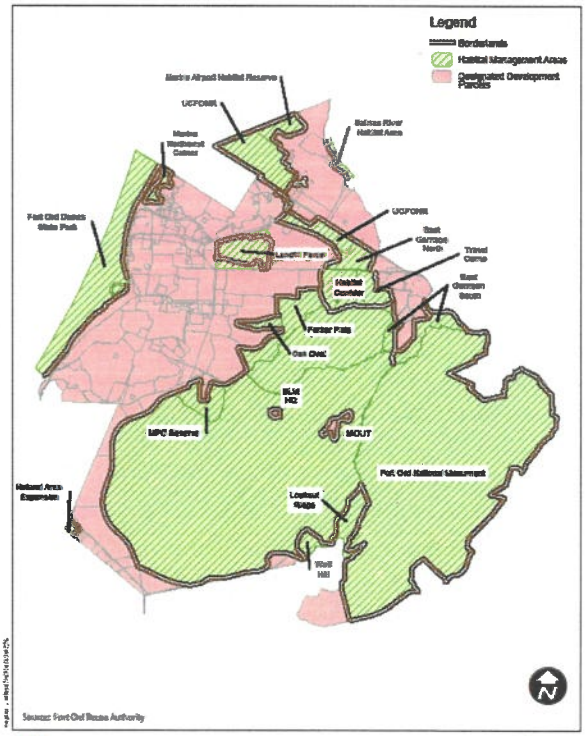


Figure 3-1
HCP Land Use Designations

Covered Species

FORA
Fort Ord Reuse Authority

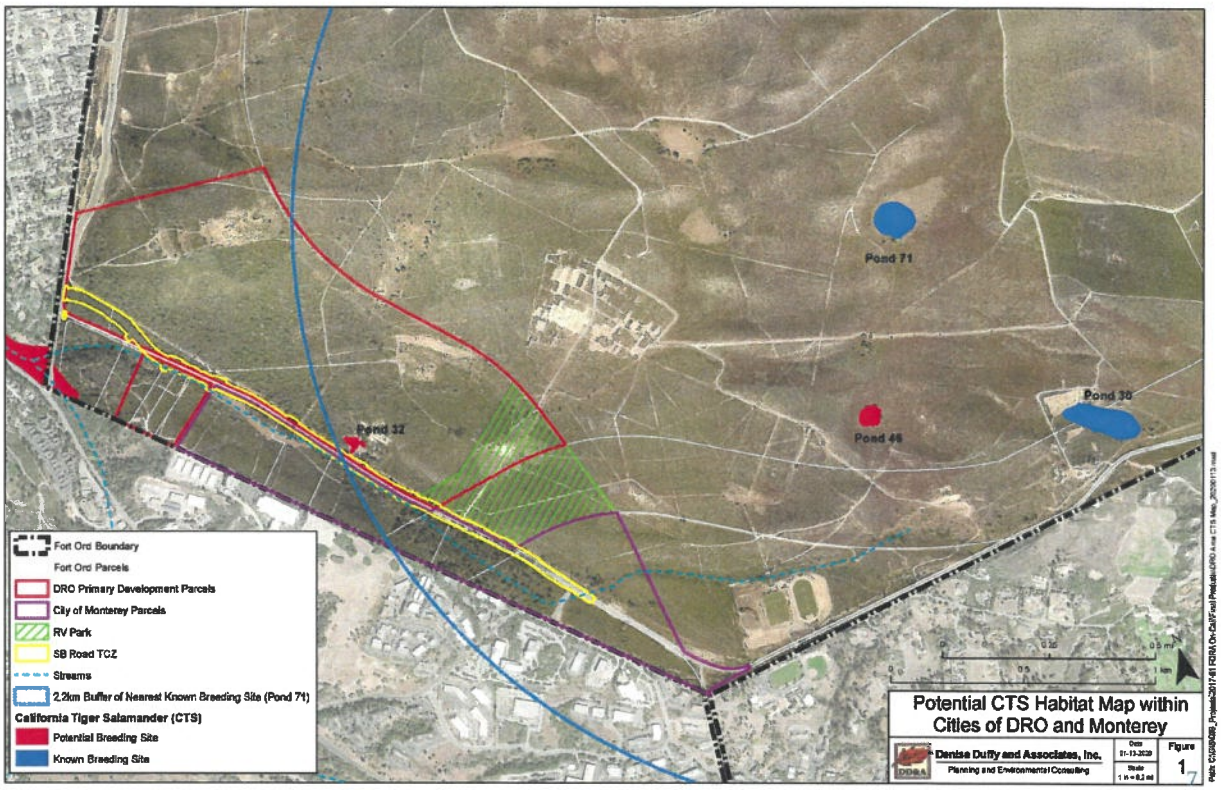
Draft HCP and Environmental Review

FORA
Fort Ord Reuse Authority

- California Environmental Quality Act (CEQA)
- National Environmental Policy Act (NEPA)
- Draft Environmental Impact Report (EIR)/ Environmental Impact Statement (EIS)
- Public Review: November 1 – December 16, 2019
- 30+ comment letters received
- Respond to Comments/Finalize Documents

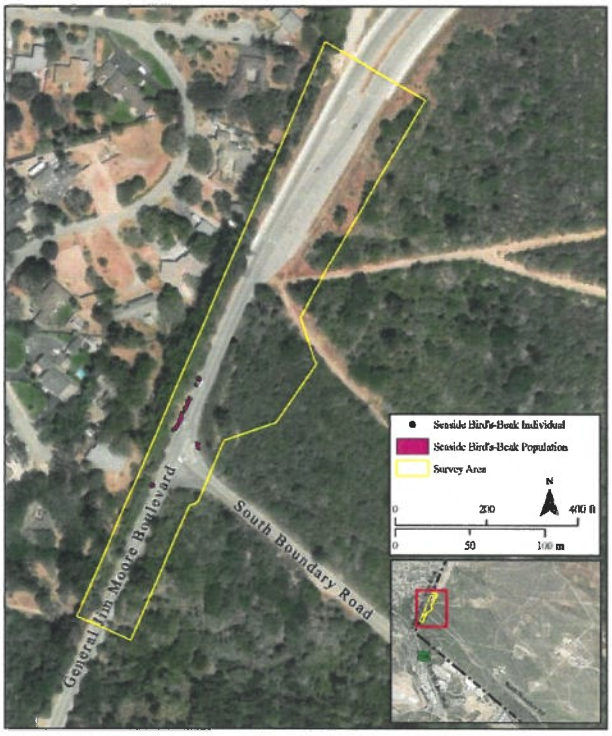
Potential California Tiger Salamander Habitat

FORA
Fort Ord Reuse Authority



Seaside Bird's Beak

FORA
Fort Ord Reuse Authority



General Jim Moore Blvd./ South Boundary Rd. Summer Rare Plant Survey Results	Date: 11/29/2018 Scale: 1 in = 168 ft Project: FORA On-Call	Denise Duffy & Associates, Inc.	Figure 2

HCP & EIS/EIR Schedule

FORA
Fort Ord Reuse Authority

- **Nov 1-Dec 16, 2019:** Public Review of Draft HCP & EIS/EIR
- **November 20, 2019:** Public Meeting
- **Nov-Jan 2020:** Review/Respond to Comments
- **Jan-Feb 2020:** Habitat Working Group/Outreach
- **March-May 2020:** Finalize HCP & EIS/EIR
- **May 2020:** FORA Board Action – HCP & EIS/EIR
- **May 2020:** Permittee Actions

Habitat Working Group

FORA
Fort Ord Reuse Authority

- Collaborative effort to review options for environmental compliance:
  - Cost analysis (EPS, DDA and ICF)
  - Potential Revisions to the HCP
  - Comparison of costs and benefits of HCP or HMP
- Potential formation of a Joint Powers Authority or other mechanism for:
  - Continued discussion post-FORA
  - Options for funding habitat plans/programs
  - Determination of regional or individual approach to Habitat

Overall Schedule

FORA
Fort Ord Reuse Authority

- HWG Meetings Fridays, 10:00 AM – Noon through March
- FORA Board Actions
  - February 13: Second Vote re: ESCA/EDC Successor Agency (City of Seaside)
  - March 12: HWG Recommendations
  - March 12
  - June 11: Final Board Meeting
- June 30, 2020: FORA Sunset
  - TAMC Regional Fee Collection
  - CFD Ends
  - County assumes administration functions/finance/records retention.

CITY OF DEL REY OAKS

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

December 20, 2019

-NOTICE-

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

WEDNESDAY, JANUARY 8, 2020 AT 6:00 P.M.

HAS BEEN CANCELLED
DUE TO LACK OF ITEMS TO BE HEARD

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

WEDNESDAY, FEBRUARY 12, 2020 AT 6:00 P.M.

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

KAREN MINAMI
Deputy City Clerk

City of Del Rey Oaks

Check/Voucher Register - Claims Report

10100 - General Checking

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

Check #	Document D...	Vendor Name	Transaction Description	Check Amount
18706	1/30/2020	MONTEREY COUNTY TAX COLLE...	DIRECT CHARGES AND SPECIAL ASSESSMENTS	(282.88)
18728	1/8/2020	CHRISTOPHER LAWSON	Lawson Vacation Pmt	1,690.20
18729	1/16/2020	AMERICAN LOCK & KEY	KEYS	8.74
18730	1/16/2020	AMERICAN SUPPLY COMPANY	SUPPLIES	175.90
18731	1/16/2020	ATHEA OCCUPATIONAL MEDICINE	PHYSICAL BACK GROUND ON MOORE	978.00
18732	1/16/2020	AT&T CAL NET 2	PHONE	533.41
18733	1/16/2020	CALIFORNIA-AMERICAN WATER	WATER THROUGH OUT CITY NOV AND DEC 2019	599.61
18734	1/16/2020	CHAVAN AND ASSOCIATES, LLP	2018-19 MEASURE X AUDIT	1,750.00
18735	1/16/2020	CITY OF SEASIDE	1ST QUARTER FIRE CONTRACT	50,212.50
18736	1/16/2020	CO-POWER	DENTAL FOR JAN 2020	2,402.93
18737	1/16/2020	COLANTUONO, HIGHSMITH & W...	LEGAL SERVICES REGARDING BALLOT MEASURE	423.50
18738	1/16/2020	COMCAST BUSINESS	INTERNET AIRPORT	158.44
18739	1/16/2020	CORELOGIC SOLUTIONS, LLC.	METROSCAN ADDRESS SERVICE JAN. 2019	115.00
18740	1/16/2020	CORONADO DEISEL MOBILE SER...	BBQ GRILL PITS	1,226.81
	1/16/2020	CORONADO DEISEL MOBILE SER...	BBQ GRILLS	836.48
	1/16/2020	CORONADO DEISEL MOBILE SER...	REPAIR AND MAINTENANCE #32	199.39
	1/16/2020	CORONADO DEISEL MOBILE SER...	REPAIR AND MAINTENANCE #93	75.00
	1/16/2020	CORONADO DEISEL MOBILE SER...	REPAIR AND MAINTENANCE #98	362.94
	1/16/2020	CORONADO DEISEL MOBILE SER...	REPAIR AND MAINTENANCE ON #90	225.00
	1/16/2020	CORONADO DEISEL MOBILE SER...	REPAIR AND MAINTENANCE ON #97	410.55
	1/16/2020	CORONADO DEISEL MOBILE SER...	REPAIR AND MANTENANCE #94	75.00
	1/16/2020	CORONADO DEISEL MOBILE SER...	REPAIRS AND MAINTENANCE ON #32	398.91
18741	1/16/2020	DANIAL D. PICK	REIMB FOR CITYMANAGER LUNCH	15.00
18742	1/16/2020	DEL REY OAKS GARDEN	SUPPLIES	66.18
18743	1/16/2020	ECONOMIC&PLANNING SYSTEMS...	LAND USE PROFESSIONAL SERVICES 11/1/19-11/30/19 FORT ORD DA NEGOTIATION	8,120.00
	1/16/2020	ECONOMIC&PLANNING SYSTEMS...	PROFESSIONAL SERVICES 12/1-12/31/19	3,035.00
18744	1/16/2020	FENTON & KELLER	CITY ATTORNEY GENERAL SERVICES NOV 2019	19,271.25
18745	1/16/2020	FINEGAN, B ATTY AT LAW	GROUP PROJECT WORK	140.00
18746	1/16/2020	FORT ORD REUSE AUTHORITY	FORA LOAN REPAYMENT FEB 2020	31,096.50
18747	1/16/2020	GLOBALSTAR USA	SAT. PHONE	108.61
18748	1/16/2020	GOVERNMENT FINANCIAL SOLU...	DEC 2019 PROFESSIONAL ACCOUNTING SERVICES	1,820.00
18749	1/16/2020	G.P.S. SOLUTIONS	BUILDING AND PLAN CHECK SERVICES FOR DEC. 2019	4,124.36
18750	1/16/2020	GRANITEROCK #26438	STORM WATER SUPPLIES	55.72
	1/16/2020	GRANITEROCK #26438	SUPPLIES FOR STORM WATER PROTECTION	85.67
18751	1/16/2020	HINDERITER DE LLAMAS AND AS...	CANNABIS INSPECTION SERVICES	6,250.00
18752	1/16/2020	I.M.P.A.C.GOVERNM'T SER	VARIOUS CREDIT CARD CHARGES DEC 2019	12,991.87
18753	1/16/2020	JA FENCING	GATE AND FENCE REPAIR ON FORMER FORT ORD LAND	1,100.00
18754	1/16/2020	JAMES DE CHALK	MONTHLY CLEANING SERVICES	375.00
18755	1/16/2020	KELLY-MOORE PAINT CO.INC	PAINT AND SUPPLIES	263.83
18756	1/16/2020	LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES	150.00
18757	1/16/2020	MAGGIORA BROTHERS DRILLIN...	WELL TESTING	1,812.50

City of Del Rey Oaks

Check/Voucher Register - Claims Report

10100 - General Checking

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

Check #	Document D...	Vendor Name	Transaction Description	Check Amount
18758	1/16/2020	MARTINS IRRIGATION SUPPLY, I...	LANDSCAPING SUPPLIES AND EQUIPMENT THROUGH OUT THE CITY AND CITY HALL	2,038.86
18759	1/16/2020	MONTEREY BAY TECHNOLOGIES	IT SERVICES IN DEC. AND YEARLY ONLINE PROTECTION	1,498.00
18760	1/16/2020	MONTEREY ONE WATER	MRSWMP 2019-2020	13,081.72
18761	1/16/2020	MTRY CTY EMERGENCY SERV	Q1&Q2 NGEN	4,633.86
18762	1/16/2020	MTRY CTY INFORMATION TECH-...	RADIO PROGRAMMING	49.82
18763	1/16/2020	OFFICE DEPOT	OFFICE SUPPLIES	62.84
	1/16/2020	OFFICE DEPOT	OFFICE SUPPLIES PD	359.42
	1/16/2020	OFFICE DEPOT	PD SUPPLIES	30.94
	1/16/2020	OFFICE DEPOT	SUPPLIES	84.46
18764	1/16/2020	OFFICE EQUIPMENT FINANCE SE...	LEASE ON CLERKS OFFICE COPIER	375.71
	1/16/2020	OFFICE EQUIPMENT FINANCE SE...	PD COPIER LEASE	117.99
18765	1/16/2020	PACIFIC SMOG	SMOG INSPECTION	39.75
18766	1/16/2020	PG&E	PGE THROUGH OUT CITY 12/21/19-12/22/19	2,254.80
18767	1/16/2020	PG&E-GJM&218	LIGHT AT GJM AND 218	51.47
18768	1/16/2020	PITNEY BOWES PURCHASE POWER	POSTAGE	216.46
18769	1/16/2020	PRECISION ALARMS AND AUTO...	ALARM SERVICE	158.00
18770	1/16/2020	PURE WATER	WATER	46.75
18771	1/16/2020	SALINAS VALLEY TIRE	TIRE SERVICE ON TRACTOR	80.00
18772	1/16/2020	SHELL FLEET PLUS-WEX BANK	FUEL	356.95
18773	1/16/2020	SIGN WORKS	SIGNAGE	65.25
18774	1/16/2020	TEICHERT CONTRUCATION	RETENTION BILL FOR 2018-19 ROAD WORK	33,396.47
18775	1/16/2020	TERMINIX	PEST CONTROL	80.00
18776	1/16/2020	THE MAYNARD GROUP	PHONE MAINTENANCE	67.00
18777	1/16/2020	VSP	VISION PLAN JAN 2020	204.48
18778	1/30/2020	ALISON KERR	REIMB FOR TRAVEL TO SAC CONF	221.95
18779	1/30/2020	AT&T CAL NET 2	PHONE CHARGES	529.00
18780	1/30/2020	AT&T MOBIILITY	CELL PHONE FOR PD	687.38
18781	1/30/2020	BRIAN FINEGAN	ENRA REVISIONS	800.00
	1/30/2020	BRIAN FINEGAN	HOUSING ELEMENT ISSUES	840.00
18782	1/30/2020	CALIFORNIA-AMERICAN WATER	WATER THROUGH OUT THE CITY DEC 2019	446.08
18783	1/30/2020	CALIFORNIA BUILDING STANDA...	FEES 10/1/19-12/31/19	9.90
18784	1/30/2020	CO-POWER	FEB DENTAL	2,201.59
18785	1/30/2020	COMCAST BUSINESS	INTERNET AND TV FOR PD AND CITY HALL	263.49
	1/30/2020	COMCAST BUSINESS	INTERNET AND TV FOR PD AT AIRPORT OFFICE	173.34
18786	1/30/2020	CORONADO DEISEL MOBILE SER...	#92 REPAIR AND MAINTENANCE	920.36
	1/30/2020	CORONADO DEISEL MOBILE SER...	REPAIR AND MAINENTANCE ON #99	204.08
	1/30/2020	CORONADO DEISEL MOBILE SER...	REPAIR AND MAINTANENCE ON #90	281.17
	1/30/2020	CORONADO DEISEL MOBILE SER...	REPAIR AND MAINTENANCE ON #90	985.29
	1/30/2020	CORONADO DEISEL MOBILE SER...	REPAIR AND MAINTENANCE ON #91	923.33
	1/30/2020	CORONADO DEISEL MOBILE SER...	REPAIR AND MAINTENANCE ON #92	477.81
	1/30/2020	CORONADO DEISEL MOBILE SER...	REPAIR AND MAINTENANCE ON #93	300.00
18787	1/30/2020	COUNTY OF MONTEREY	RADIO REPAIR	49.82
18788	1/30/2020	CYPRESS COAST FORD	REPAIR AND MAINTENANCE ON #97	139.95
	1/30/2020	CYPRESS COAST FORD	REPAIR ON #97	2,875.95
18789	1/30/2020	DANIAL D. PICK	REIMB FOR TRAVEL AND TRAINING EXPENCE SAC CONF	266.95

City of Del Rey Oaks

Check/Voucher Register - Claims Report

10100 - General Checking

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

Check #	Document D...	Vendor Name	Transaction Description	Check Amount
	1/30/2020	DANIAL D. PICK	TRAVEL EXPENSE REIMB FOR SACRAMENTO CONF.	266.95
18790	1/30/2020	DENISE DUFFY & ASSOCIATES	FORMER FORT ORD	5,157.00
	1/30/2020	DENISE DUFFY & ASSOCIATES	GENERAL ON CALL CONSULTING	3,406.50
	1/30/2020	DENISE DUFFY & ASSOCIATES	HOUSING ELEMENT	26,654.75
18791	1/30/2020	DEPARTMENT OF FORESTRY AN...	FEES 10/1/19-12/31/19	21.49
18792	1/30/2020	FENTON & KELLER	LEGAL SERVICES FOR DEC 2019	13,120.00
18793	1/30/2020	GOVERNMENT TRAINING AGENC...	RECORDS SUPERVISOR TRAINING MARCH 9-13, 2020	517.00
18794	1/30/2020	HARRIS CORPORATION	BATTERIES FOR HARRIS RADIOS	1,883.31
18795	1/30/2020	LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES FOR 2020	1,148.00
18796	1/30/2020	MICHELE BALL	REIMB BALL FOR TRAVEL AND 2 WEEK TRAINING EXPENSES	2,881.73
18797	1/30/2020	MONTEREY BAY OFFICE PRODU...	MONTHLY LEASE FOR PD COPIER	222.87
18798	1/30/2020	MONTEREY COUNTY ANIMAL	ANIMAL SERVICES 2ND QTR	160.00
18799	1/30/2020	MONTEREY COUNTY SHERIFF	10/1/19-12/31/19	2,162.38
18800	1/30/2020	MONTEREY COUNTY WEEKLY CL...	LEGAL NOTICE FOR SLURRY SEAL	294.00
18801	1/30/2020	MONTEREY CTY MAYOR'S ASSN	ANNUAL DUES FOR MONTEREY COUNTY MAYORS ASSOCIATION 2020	1,500.00
18802	1/30/2020	MONTEREY TIRE SERVICE	TIRE REPAIR PW TRUCK	27.46
18803	1/30/2020	MP EXPRESS	PARKING VIOLATION NOTICES	578.73
18804	1/30/2020	M&S BUILDING SUPPLY, INC.	SUPPLIES	99.16
18805	1/30/2020	MTRY BAY OFFICE PRODUCTS	EQUIP CONTRACT ON CLERK'S COPIER	1,218.69
18806	1/30/2020	OFFICE DEPOT	BATTERIES	10.48
	1/30/2020	OFFICE DEPOT	OFFICE FURNITURE FOR PD	901.35
	1/30/2020	OFFICE DEPOT	OFFICE SUPPLIES	135.83
	1/30/2020	OFFICE DEPOT	SUPPLIES	109.17
	1/30/2020	OFFICE DEPOT	SUPPLIES FOR CITY HALL	14.76
18807	1/30/2020	OFFICE EQUIPMENT FINANCE SE...	MONTHLY LEASE ON CLERKS COPIER	375.71
18808	1/30/2020	PITNEY BOWES PURCHASE POWER	POSTAGE AND SUPPLIES	260.74
18809	1/30/2020	RECYCLING BIN	PARK GARBAGE AND RECYCLE CONTAINERS	7,093.00
18810	1/30/2020	REGIONAL GOVERNMENT SERIV...	CONTRACT HR SERVICES FOR DEC 2019	9,115.00
	1/30/2020	REGIONAL GOVERNMENT SERIV...	CONTRACTED SERVICES FOR HR	110.88
18811	1/30/2020	RYAN RANCH PRINTERS	BUSINESS CARD PRODUCTION	162.70
18812	1/30/2020	SIG SAUER	POLICE SUPPLIES	1,418.00
18813	1/30/2020	SOUTH BAY REGIONAL PUBLIC S...	DEFENSIVE TACTICS INSTRUCTOR COURSE FOR BALL	482.00
18814	1/30/2020	STATE OF CALIFORNIA - DOJ	FINGERPRINT	49.00
18815	1/30/2020	THOMAS DOWSON	REIMB FOR SUPPLIES	80.41
18816	1/30/2020	THOMSON WEST	WEST INFORMATION CHARGES DEC. 2019	236.23
18817	1/30/2020	TORRES ELECTRIC	ELECT WORK DONE IN CLERKS OFFICE FAX MACHINE ETC	350.00
	1/30/2020	TORRES ELECTRIC	ELECT WORK DONE IN PD AND LOBBY	495.00
	1/30/2020	TORRES ELECTRIC	ELECTRICAL WORK DONE ON LOCKER ROOM AND STORAGE ROOM FOR PD	930.00
18818	1/30/2020	VSP	FEB VISION COVERAGE	266.40
CD-20-02	1/30/2020	UNION BANK CHARGES	Bank Fees	30.00
CD-20-03	1/30/2020	NORTH AMERICAN BANK CARD	CC Fees Jan 2020	181.74
CD-20-04	1/17/2020	ADP	Payroll fees	295.20
EFT CHEV ...	1/13/2020	WEX BANK-CHEVRON	CHEVRON BILL DEC 2019	1,910.07
EFTPERSJ...	1/7/2020	P.E.R.S.-HEALTH	PERS HEALTH JANUARY 2020	26,875.04

City of Del Rey Oaks

Check/Voucher Register - Claims Report

10100 - General Checking

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

Check #	Document D...	Vendor Name	Transaction Description	Check Amount
EFTPERSR...	1/7/2020	PERS	PERS RETIRE 2019-12-1	8,011.36
EFTUNFUN...	1/7/2020	PERS	PERSUNFUNDEDLIABJAN20	13,673.63
PERSEFTFEB	1/28/2020	P.E.R.S.-HEALTH	PERS HEALTH FEB 2020	22,371.54
Report Total				383,670.62

Unpaid Bills Detail

There were no open or unpaid invoices at the time of the printing of this packet.

City of Del Rey Oaks

Statement of Revenue and Expenditures - Unposted Transactions Included In Report

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

		Current Period Actual	Total Budget	Percent of Budget Used
Revenue				
Property Taxes				
P/T-Secured	41110	267,993.75	440,000.00	60.90%
P/T-Unsecured	41120	17,796.84	16,700.00	106.56%
P/T-Prior Secured	41130	3,469.99	5,000.00	69.39%
Prior Unsecured	41140	0.00	100.00	0.00%
P/T-Unitary Tax	41150	4,082.01	8,200.00	49.78%
P/T-Sb813	41160	4,411.69	9,400.00	46.93%
Property Tax - Vlf	41170	72,543.00	150,000.00	48.36%
P/T-Int/Penal	41180	726.49	700.00	103.78%
Total Property Taxes		371,023.77	630,100.00	58.88%
Other Taxes				
Sales Tax	42210	234,010.06	430,000.00	54.42%
Sales Tax - Add On	42220	567,298.20	800,000.00	70.91%
Cannabis Tax	42222	357,234.73	850,000.00	42.02%
Transient Occupancy Tax	42230	35,477.52	5,000.00	709.55%
Property Transfer Tax	42250	6,482.30	8,600.00	75.37%
Sewer Impact	42290	15,487.82	14,300.00	108.30%
Gas Franchises	42761	0.00	5,500.00	0.00%
Electric Franchises	42762	0.00	17,500.00	0.00%
Garbage Franchises	42763	47,158.46	86,500.00	54.51%
Cable Tv Franchises	42764	12,828.42	20,500.00	62.57%
Water Franchises	42765	0.00	16,000.00	0.00%
Total Other Taxes		1,275,977.51	2,253,900.00	56.61%
Licenses and Permits				
Business Licenses	42310	210,177.92	200,000.00	105.08%
SB1473 Evironmental Assessment Fee	43312	31.26	100.00	31.26%
Building Permits	43320	20,726.48	10,000.00	207.26%
Cannabis Business Permit	43325	0.00	42,500.00	0.00%
Plan Check Fees	43330	11,620.96	5,000.00	232.41%
Street Opening Permits Fees	43340	2,650.00	4,300.00	61.62%
Plumbing Permits	43350	875.00	1,200.00	72.91%
Electrical Permits	43360	625.00	1,000.00	62.50%
Other Licenses/Permits	43390	200.00	1,000.00	20.00%
Total Licenses and Permits		246,906.62	265,100.00	93.14%
Reimbursements				
Sb1186 Disability Access Fund	43311	844.00	900.00	93.77%
Total Reimbursements		844.00	900.00	93.78%
Fines and Forfeitures				
Fines & Forfeitures	45000	260.00	0.00	0.00%
Vehicle Code Fines	45510	9,666.22	10,000.00	96.66%
Total Fines and Forfeitures		9,926.22	10,000.00	99.26%
Other				
Interest Earned	46100	17,098.77	900.00	1,899.86%
HOPTR	47130	325.38	1,500.00	21.69%
Vehicle License Collection	47140	0.00	900.00	0.00%
Prop 172	47750	7,549.90	14,700.00	51.35%
Traffic Congestion Relief-Ab438	47770	1,949.40	1,000.00	194.94%
Total Other		26,923.45	19,000.00	141.70%
Grants				
Cop Monies	47240	114,280.97	100,000.00	114.28%
Grants - Wellness	47760	0.00	7,500.00	0.00%
FORA Caretaker Grant	47767	193,750.00	179,000.00	108.24%
SB 1 Funds	47777	10,719.92	0.00	0.00%
Police Grants Other Agencies	47780	342.80	12,500.00	2.74%
Grant Other Agencies	47783	350.00	0.00	0.00%
Total Grants		319,443.69	299,000.00	106.84%
Current Services				
Police Reports	48210	6,884.38	1,000.00	688.43%
Police Services	48211	(486.88)	5,000.00	(9.73)%
Public Events	48212	35,159.00	40,500.00	86.81%
Airport Police Services	48220	632,205.57	1,124,800.00	56.20%
Use Permits	48805	19,295.00	33,000.00	58.46%
Maps/Publications	48810	33.00	300.00	11.00%
Property Inspections	48825	2,675.00	3,500.00	76.42%

City of Del Rey Oaks

Statement of Revenue and Expenditures - Unposted Transactions Included In Report

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

		Current Period Actual	Total Budget	Percent of Budget Used
Miscellaneous Services	48840	10,235.11	20,000.00	51.17%
Total Current Services		706,000.18	1,228,100.00	57.49%
Parks and Recreation				
Park Rental	48910	2,677.00	8,000.00	33.46%
Rental City Facilities	48920	14,394.70	35,000.00	41.12%
Total Parks and Recreation		17,071.70	43,000.00	39.70%
Other Financing Sources				
Rental Income Garden Center	46815	18,000.00	60,000.00	30.00%
Total Other Financing Sources		18,000.00	60,000.00	30.00%
Total Revenue		2,992,117.14	4,809,100.00	62.22%
Expense				
Payroll and Benefits				
Payroll	61105	747,648.56	1,391,400.00	53.73%
Temp Payroll	61107	7,349.82	20,000.00	36.74%
Overtime	61110	68,511.08	108,000.00	63.43%
Council Member Stipend	61115	0.00	7,500.00	0.00%
Reserves Payroll	61120	37,920.00	40,000.00	94.80%
PERS Retirement	61125	153,079.91	309,700.00	49.42%
PERS 457 Expense	61126	9,456.25	0.00	0.00%
Dental Expense CC	61127	1,856.66	12,000.00	15.47%
Medicare	61130	12,605.55	20,510.00	61.46%
Dental Expense	61135	14,696.07	33,000.00	44.53%
Health Ins	61140	184,460.01	325,700.00	56.63%
Vision Ins	61145	778.26	4,500.00	17.29%
Workers Comp	61150	100,000.00	326,100.00	30.66%
Wellness Program	61155	2,197.27	7,500.00	29.29%
Uniform Allowance	61160	2,500.00	11,000.00	22.72%
Admin Leave	61175	5,970.92	0.00	0.00%
Auto Allowance	61180	2,925.00	5,400.00	54.16%
Total Payroll and Benefits		1,351,955.36	2,622,310.00	51.56%
Payroll Expense				
Payroll Expense	62310	1,365.46	3,500.00	39.01%
Total Payroll Expense		1,365.46	3,500.00	39.01%
Bank Service Charges				
Bank Service Charges	62320	510.33	5,000.00	10.20%
Total Bank Service Charges		510.33	5,000.00	10.21%
Supplies				
Materials/Supply	62410	41,156.09	69,700.00	59.04%
Ammunition	62420	0.00	7,000.00	0.00%
Office Supplies	62430	11,955.29	23,300.00	51.31%
Accounting Software	62431	0.00	6,200.00	0.00%
Special Supply Police	62440	16,673.20	46,700.00	35.70%
Total Supplies		69,784.58	152,900.00	45.64%
Utilites and Services				
Repair/Maintenance	63505	63,001.62	87,000.00	72.41%
Street Sweeping	63510	1,847.28	16,000.00	11.54%
Gabilan Crew	63515	0.00	10,000.00	0.00%
Utilities/Pge	63520	7,354.20	13,000.00	56.57%
Utilities/Water	63525	3,652.91	6,500.00	56.19%
Telephone / Internet	63530	12,595.47	19,100.00	65.94%
Website Design & Maintenance	63535	702.99	4,700.00	14.95%
Postage / Shipping	63540	2,442.10	2,900.00	84.21%
Total Utilites and Services		91,596.57	159,200.00	57.54%
Other Services				
Accounting Software	64310	2,550.00	0.00	0.00%
Municipal Code Service	64320	0.00	2,000.00	0.00%
Personnel Recruit & Pre-Employment	64545	1,150.00	7,000.00	16.42%
Member/Dues/Contributions	64550	64,830.42	48,500.00	133.67%
Ad/Promotion City Cncl	64555	625.00	1,200.00	52.08%
Legal Advert	64560	294.00	8,200.00	3.58%
Books and Periodicals	64565	617.30	1,900.00	32.48%
Strategic Planning	64570	5,420.36	15,000.00	36.13%
Printing / Publications	64575	741.43	0.00	0.00%
Misc Expenses	64580	870.60	0.00	0.00%

City of Del Rey Oaks

Statement of Revenue and Expenditures - Unposted Transactions Included In Report

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

		Current Period Actual	Total Budget	Percent of Budget Used
Election Cost	64588	132.55	5,000.00	2.65%
Total Other Services		77,231.66	88,800.00	86.97%
Outside Services				
Training Police	63605	27,673.67	41,600.00	66.52%
Other Permits Pw/Engnr	63610	0.00	1,700.00	0.00%
Liability/Prop Non-Dpt	63620	48,177.84	71,400.00	67.47%
Contractual Services - Audit	63625	30,150.00	30,250.00	99.66%
Contactual Services - IT	63635	7,298.00	10,000.00	72.98%
Contractual Services - Planning	63640	162,682.60	135,000.00	120.50%
Contractual Services - Accounting	63645	24,703.45	35,000.00	70.58%
Contractual Services - Legal	63650	75,281.88	100,000.00	75.28%
Contractual Services - HR	63652	13,405.38	20,000.00	67.02%
Janitorial Fund	63660	2,325.00	4,000.00	58.12%
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		391,697.82	528,950.00	74.05%
Auto Ops				
Auto Ops - Supplies / Equip	62710	9,330.39	27,500.00	33.92%
Auto Ops - Fuel	62720	16,754.38	39,000.00	42.95%
Auto Repair/Maintenance	63730	13,631.16	35,000.00	38.94%
Interest Expense	65971	6,557.81	0.00	0.00%
Auto Replacement	66735	89,411.75	89,500.00	99.90%
Total Auto Ops		135,685.49	191,000.00	71.04%
Police and Fire				
Fire Seaside	63810	50,212.50	200,850.00	25.00%
Animal Regulation Fire	63820	480.00	1,600.00	30.00%
Fund Jail & Prisoner	63830	0.00	100.00	0.00%
Acjis System Police	63840	2,162.38	7,000.00	30.89%
Total Police and Fire		52,854.88	209,550.00	25.22%
Street Lighting and Storm Water				
Street Lighting	63910	6,834.29	15,000.00	45.56%
Storm Water Project - Phase 4	64920	18,823.36	35,500.00	53.02%
S.M.I.P.	64930	164.79	200.00	82.39%
Sb 1473	64940	46.60	100.00	46.60%
Total Street Lighting and Storm Water		25,869.04	50,800.00	50.92%
Capital Improvement				
Capital Improvements	63955	0.00	330,000.00	0.00%
Total Capital Improvement		0.00	330,000.00	0.00%
Debt Service				
Principal - Fora Loan	65101	459,672.08	552,900.00	83.13%
Total Debt Service		459,672.08	552,900.00	83.14%
Total Expense		2,658,223.27	4,894,910.00	54.31%
Net Income		333,893.87	(85,810.00)	(389.10)%

U.S BANCORP SERVICE CENTER
P. O. Box 6343
Fargo, ND 58125-6343

DEL REY OAKS

ACCOUNT NUMBER	
STATEMENT DATE	01-22-20
TOTAL ACTIVITY	$ 3,799.44

CITY STAFF
650 CANYON DEL REY RD
DEL REY OAKS CA 93940-5505

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

Cardholder Date Approver Date

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION		AMOUNT
12-26	12-25	CONFERENCING 888-289-0593 CA PUR ID: 1608769143 TAX: 0.00	conference calling	100.94
01-03	01-02	TLO TRANSUNION 561-988-4200 FL PUR ID: 248536-201912-156 TAX: 0.00	PD monthly computer charge	50.00
01-08	01-07	LGC 916-448-1198 CA PUR ID: 11668572 TAX: 0.00	Mayor's conference - Yosemite	450.00
01-08	01-07	AMZN MKTP US*4T4AX5HL3 AMZN.COM/BILL WA PUR ID: 341 TAX: 14.75	Clerks office equipment	174.20
01-10	01-08	HOTELSCOM9206122451399 HOTELS.COM N PUR ID: 69q85p2anle TAX: 0.00	Mayor's Hotel for conference	1,036.24
01-10	01-09	SQ *ELITE TRANSLING SAN LORENZO CA PUR ID: XT3G4JLIWVWAG10WJ TAX: 0.00	Transcription of meeting	1,813.32
01-10	01-09	AMZN MKTP US*SS3392R63 AMZN.COM/BILL WA PUR ID: 112-4657078-29554 TAX: 1.32	Flash memory cards for PD	15.57
01-13	01-12	HIGHTAIL SPACES.HIGHTA CA PUR ID: IN1G0BQVCOGUA9VTUCSTWBZH TAX: 0.00	Yearly computer program for Clerks	144.00
01-13	01-11	AMZN MKTP US*7V7OO4BA3 AMZN.COM/BILL WA PUR ID: 112-8721714-91466 TAX: 1.28	Clock for City Hall	15.17

Default Accounting Code:

CUSTOMER SERVICE CALL

800-344-5696

ACCOUNT NUMBER	
STATEMENT DATE	DISPUTED AMOUNT
01-22-20	$ .00

SEND BILLING INQUIRIES TO:

C/O U.S. BANCORP SERVICE CENTER, INC
U.S. BANK NATIONAL ASSOCIATION
P.O. BOX 6335
FARGO, ND 58125-6335

AMOUNT DUE

$ 0.00

DO NOT REMIT

ACCOUNT SUMMARY	
PREVIOUS BALANCE	$.00
PURCHASES &	
CASH ADVANCES	$.00
CASH ADVANCE FEE	$.00
TOTAL ACTIVITY	**$3,799.44**

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usbank.

U.S BANCORP SERVICE CENTER
P. O. Box 6343
Fargo, ND 58125-6343

DEL REY OAKS

ACCOUNT NUMBER	
STATEMENT DATE	01-22-20
TOTAL ACTIVITY	$ 157.74

POLICE DEPARTMENT
CITY OF DEL REY OAKS
650 CANYON DEL REY
DEL REY OAKS CA 93940-5505

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

Cardholder Date Approver Date

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION		AMOUNT
01-08	01-07	USPS.COM CLICKNSHIP 800-344-7779 DC PUR ID: 48139588630414375 TAX: 0.00	PD shipping	10.70
01-08	01-08	AMZN MKTP US*UD3ZT5GV3 AMZN.COM/BILL WA PUR ID: 114-8591915-22642 TAX: 1.48	PD office supplies	17.46
01-14	01-13	THE UPS STORE #1075 SEASIDE CA PUR ID: 032167 TAX: 0.00	PD shipping	14.68
01-15	01-15	AMZN MKTP US*OR8TD8HM3 AMZN.COM/BILL WA PUR ID: 114-8893525-87002 TAX: 5.13	PD office equipment	60.60
01-15	01-15	AMAZON.COM*RR0SD6E23 AMZN.COM/BILL WA PUR ID: 114-0969161-31218 TAX: 4.60	PD key locker	54.30

Default Accounting Code: 210

CUSTOMER SERVICE CALL	ACCOUNT NUMBER		ACCOUNT SUMMARY	
800-344-5696	STATEMENT DATE 01-22-20	DISPUTED AMOUNT $ .00	PREVIOUS BALANCE	$.00
			PURCHASES &	
SEND BILLING INQUIRIES TO:	AMOUNT DUE		CASH ADVANCES	$.00
C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	$ 0.00 DO NOT REMIT		CASH ADVANCE FEE	$.00
			TOTAL ACTIVITY	$157.74

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

Account Number	Description	Ending Balance
10100	**General Checking**	**$424,456.34**
10110	**LAIF Account**	**$1,525,887.81**
	Economic Uncertainty Fund	$1,525,887.81
10150	**PARS Investment** *(Restricted)*	**$300,741.66**
10180	**Monterey Peninsula Properties**	**$9,062.62**
	Total All Accounts	**$2,260,148.43**

PRIOR FISCAL YEAR

City of Del Rey Oaks

Statement of Revenue and Expenditures - Unposted Transactions Included In Report

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

		Current Period Actual	Total Budget	Percent of Budget Used
Revenue				
Property Taxes				
P/T-Secured	41110	250,526.87	440,000.00	56.93%
P/T-Unsecured	41120	16,662.51	15,500.00	107.50%
P/T-Prior Secured	41130	4,363.19	5,000.00	87.26%
Prior Unsecured	41140	192.03	100.00	192.03%
P/T-Unitary Tax	41150	4,114.03	8,200.00	50.17%
P/T-Sb813	41160	5,887.18	8,300.00	70.92%
Property Tax - Vlf	41170	78,404.00	150,000.00	52.26%
P/T-Int/Penal	41180	394.16	700.00	56.30%
Total Property Taxes		360,543.97	627,800.00	57.43%
Other Taxes				
Sales Tax	42210	262,878.06	425,000.00	61.85%
Sales Tax - Add On	42220	540,336.62	800,000.00	67.54%
Cannabis Tax	42222	482,109.52	900,000.00	53.56%
Transient Occupancy Tax	42230	2,315.50	25,000.00	9.26%
Property Transfer Tax	42250	6,405.04	8,000.00	80.06%
Sewer Impact	42290	0.00	14,300.00	0.00%
Gas Franchises	42761	0.00	5,500.00	0.00%
Electric Franchises	42762	125.00	17,500.00	0.71%
Garbage Franchises	42763	50,366.58	86,500.00	58.22%
Cable Tv Franchises	42764	13,021.42	20,500.00	63.51%
Water Franchises	42765	0.00	16,000.00	0.00%
Total Other Taxes		1,357,557.74	2,318,300.00	58.56%
Licenses and Permits				
Business Licenses	42310	187,086.46	200,000.00	93.54%
SB1473 Evironmental Assessment Fee	43312	18.00	50.00	36.00%
Building Permits	43320	7,996.27	25,000.00	31.98%
Cannabis Business Permit	43325	47,673.80	30,000.00	158.91%
Plan Check Fees	43330	1,665.93	13,000.00	12.81%
Street Opening Permits Fees	43340	2,397.96	4,300.00	55.76%
Plumbing Permits	43350	375.00	1,200.00	31.25%
Electrical Permits	43360	500.00	1,000.00	50.00%
Other Licenses/Permits	43390	857.82	1,000.00	85.78%
Total Licenses and Permits		248,571.24	275,550.00	90.21%
Reimbursements				
Sb1186 Disability Access Fund	43311	815.00	165.00	493.93%
Total Reimbursements		815.00	165.00	493.94%
Fines and Forfeitures				
Vehicle Code Fines	45510	7,164.38	10,000.00	71.64%
Total Fines and Forfeitures		7,164.38	10,000.00	71.64%
Other				
Interest Earned	46100	0.00	1,100.00	0.00%
HOPTR	47130	333.61	2,300.00	14.50%
Vehicle License Collection	47140	250.00	885.00	28.24%
Prop 172	47750	8,481.25	12,700.00	66.78%
Traffic Congestion Relief-Ab438	47770	0.00	1,900.00	0.00%
Total Other		9,064.86	18,885.00	48.00%
Grants				
Cop Monies	47240	107,079.89	100,000.00	107.07%
Grants - Wellness	47760	0.00	7,500.00	0.00%
FORA Caretaker Grant	47767	94,755.87	115,000.00	82.39%
Measure X	47775	128,106.68	861,300.00	14.87%
Sb 1 Funds	47777	14,878.16	11,400.00	130.51%

PRIOR FISCAL YEAR

City of Del Rey Oaks

Statement of Revenue and Expenditures - Unposted Transactions Included In Report

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

		Current Period Actual	Total Budget	Percent of Budget Used
Police Grants Other Agencies	47780	0.00	2,500.00	0.00%
Total Grants		344,820.60	1,097,700.00	31.41%
Current Services				
Police Reports	48210	590.00	1,500.00	39.33%
Police Services	48211	63,660.24	5,000.00	1,273.20%
Public Events	48212	0.00	40,500.00	0.00%
Airport Police Services	48220	304,395.54	758,056.00	40.15%
Use Permits	48805	23,330.00	28,000.00	83.32%
Maps/Publications	48810	90.00	350.00	25.71%
Property Inspections	48825	2,500.00	3,500.00	71.42%
Miscellaneous Services	48840	5,395.42	35,000.00	15.41%
Total Current Services		399,961.20	871,906.00	45.87%
Parks and Recreation				
Park Rental	48910	3,037.94	8,000.00	37.97%
Rv Rental Parks	48920	14,991.00	35,000.00	42.83%
Total Parks and Recreation		18,028.94	43,000.00	41.93%
Other Financing Sources				
Rental Income Garden Center	46815	250.00	36,000.00	0.69%
Gas Tax 2103	47010	3,735.04	6,694.00	55.79%
Gas Tax 2105	47020	4,714.61	9,760.00	48.30%
Gas Tax 2106	47030	4,451.01	8,880.00	50.12%
Gas Tax 2107	47040	5,654.46	12,600.00	44.87%
Gas Tax 2107.5	47050	1,000.00	1,000.00	100.00%
Total Other Financing Sources		19,805.12	74,934.00	26.43%
Total Revenue		2,766,333.05	5,338,240.00	51.82%
Expense				
Payroll and Benefits				
Payroll	61105	628,376.00	1,288,560.00	48.76%
Overtime	61110	50,631.03	113,800.00	44.49%
Council Member Stipend	61115	3,996.99	7,500.00	53.29%
Reserves Payroll	61120	31,638.44	28,800.00	109.85%
Pers	61125	215,607.21	265,700.00	81.14%
Medicare	61130	10,031.12	19,450.00	51.57%
Dental Expense	61135	18,660.78	12,700.00	146.93%
Health Ins	61140	119,999.06	264,510.00	45.36%
Vision Ins	61145	1,211.30	1,500.00	80.75%
Workers Comp	61150	195,259.00	195,020.00	100.12%
Wellness Program	61155	2,324.83	10,180.00	22.83%
Uniform Allowance	61160	3,500.00	8,800.00	39.77%
Opeb	61170	0.00	17,200.00	0.00%
Admin Leave	61175	0.00	6,900.00	0.00%
Auto Allowance	61180	0.00	5,400.00	0.00%
Total Payroll and Benefits		1,281,235.76	2,246,020.00	57.04%
Payroll Expense				
Payroll Expense	62310	(22,774.30)	3,500.00	(650.69)%
Total Payroll Expense		(22,774.30)	3,500.00	(650.69)%
Bank Service Charges				
Bank Service Charges	62320	670.95	5,000.00	13.41%
Total Bank Service Charges		670.95	5,000.00	13.42%
Supplies				
Materials/Supply	62410	30,990.15	41,700.00	74.31%
Ammunition	62420	2,127.08	10,000.00	21.27%
Office Supplies	62430	11,600.98	21,300.00	54.46%
Accounting Software	62431	6,200.00	4,000.00	155.00%

PRIOR FISCAL YEAR

City of Del Rey Oaks

Statement of Revenue and Expenditures - Unposted Transactions Included In Report

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

		Current Period Actual	Total Budget	Percent of Budget Used
MuniCode Updates	62432	1,625.00	600.00	270.83%
Special Supply Police	62440	28,167.01	43,700.00	64.45%
Total Supplies		80,710.22	121,300.00	66.54%
Utilites and Services				
Repair/Maintenance	63505	50,256.75	99,500.00	50.50%
Street Sweeping	63510	7,823.52	16,000.00	48.89%
Gabilan Crew	63515	1,126.81	25,000.00	4.50%
Utilities/Pge	63520	7,603.56	13,000.00	58.48%
Utilities/Water	63525	3,308.43	6,500.00	50.89%
Telephone / Internet	63530	13,976.83	16,100.00	86.81%
Website Design & Maintenance	63535	1,019.98	3,000.00	33.99%
Postage / Shipping	63540	1,998.82	2,900.00	68.92%
Total Utilites and Services		87,114.70	182,000.00	47.87%
Other Services				
Personnel Recruit & Pre-Employment	64545	17,510.89	11,200.00	156.34%
Member/Dues/Contributions	64550	44,020.28	38,600.00	114.04%
Legal Advert	64560	4,573.88	8,200.00	55.77%
Books and Periodicals	64565	767.96	600.00	127.99%
Strategic Planning	64570	11,064.61	15,000.00	73.76%
Misc Expenses	64580	0.00	5,600.00	0.00%
Election Cost	64588	0.00	5,000.00	0.00%
Total Other Services		77,937.62	84,200.00	92.56%
Outside Services				
Training Police	63605	9,583.54	32,600.00	29.39%
Other Permits Pw/Engnr	63610	0.00	1,700.00	0.00%
Liability/Prop Non-Dpt	63620	61,841.90	60,000.00	103.06%
Contractual Audit	63625	19,800.00	26,750.00	74.01%
Data Processing	63635	2,790.00	3,700.00	75.40%
Contractual Svcs Planning	63640	34,521.44	135,000.00	25.57%
Contractual Services - Cop	63641	27,716.25	27,700.00	100.05%
Contractural Services - Pw	63644	19,791.68	12,500.00	158.33%
Contractual Accounting	63645	30,514.75	30,000.00	101.71%
Contractual Svcs - Legal	63650	45,276.37	100,000.00	45.27%
Janitorial Fund	63660	1,950.00	4,000.00	48.75%
Radio Dispatch Police	63665	(2,204.07)	59,300.00	(3.71)%
Comm Hum Serv Non-Dept	63670	3,800.00	3,800.00	100.00%
Total Outside Services		255,381.86	497,050.00	51.38%
Auto Ops				
Auto Ops - Supplies / Equip	62710	1,621.65	24,000.00	6.75%
Auto Ops - Fuel	62720	21,988.72	28,800.00	76.34%
Auto Repair/Maintenance	63730	3,976.90	21,300.00	18.67%
Auto Lease Payments-Principal	65740	4,934.90	9,800.00	50.35%
Auto Lease Payments-Interest	65741	477.25	1,100.00	43.38%
Auto Replacement	66735	87,255.38	40,000.00	218.13%
Total Auto Ops		120,254.80	125,000.00	96.20%
Police and Fire				
Fire Seaside	63810	97,500.00	195,000.00	50.00%
Animal Regulation Fire	63820	960.00	1,600.00	60.00%
Fund Jail & Prisoner	63830	0.00	50.00	0.00%
Acjis System Police	63840	6,727.36	7,000.00	96.10%
Total Police and Fire		105,187.36	203,650.00	51.65%
Street Lighting and Storm Water				
Street Lighting	63910	9,701.20	15,000.00	64.67%
Storm Water Project - Phase 4	64920	8,332.22	35,500.00	23.47%

PRIOR FISCAL YEAR

City of Del Rey Oaks

Statement of Revenue and Expenditures - Unposted Transactions Included In Report

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

		Current Period Actual	Total Budget	Percent of Budget Used
S.M.I.P.	64930	40.92	200.00	20.46%
Sb 1473	64940	34.80	100.00	34.80%
Total Street Lighting and Storm Water		18,109.14	50,800.00	35.65%
Capital Improvement				
Capital Improvements	63955	244,953.45	1,225,011.00	19.99%
Total Capital Improvement		244,953.45	1,225,011.00	20.00%
Total Expense		2,248,781.56	4,743,531.00	47.41%
Net Income		517,551.49	594,709.00	87.02%

PRIOR FISCAL YEAR

Cash Account Balances - City of Del Rey Oaks
as of 1/31/2019

GL	GL Description	Ending Balance
10100	General Checking	$ 1,388,413.07
10110	LAIF	$ 15,961.62
10180	Monterey Peninsula Partners	$ 9,077.75
		$ 1,413,452.44

FIRE DEPARTMENT
1635 Broadway Avenue
Seaside, CA 93955

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

February 3, 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 January 1, 2020 through January 31, 2020.

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

Incident #	
200102-SEA00008	200112-SEA00091
200102-SEA00010	200119-SEA00156
200104-SEA00037	200126-SEA00201
200105-SEA00041	200127-SEA00210
200110-SEA00074	

There are a total of nine (9) fire calls for the month of January. If you have any questions, please contact me.

Sincerely,

Melissa Failauga
Sr. Administrative Assistant
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
1/2/2020	200102-SEA00008	8:38:52 AM	8:44:37 AM	5.75	150	029	CANYON DEL REY	Emergent
1/2/2020	200102-SEA00010	9:58:40 AM	10:07:34 AM	8.90	651	029	CHIQUITO	Emergent Downgraded to Non-Emergent
1/4/2020	200104-SEA00037	8:12:14 PM	8:18:06 PM	5.87	321	029	QUAIL RUN	Emergent
1/5/2020	200105-SEA00041	10:09:36 AM	10:15:01 AM	5.42	321	029	ROSITA	Emergent
1/10/2020	200110-SEA00074	7:17:53 AM	7:25:31 AM	7.63	321	029	CARLTON	Non-Emergent
1/12/2020	200112-SEA00091	11:23:14 AM	11:29:44 AM	6.50	411	029	PORTOLA	Non-Emergent
1/19/2020	200119-SEA00156	11:48:01 PM	11:54:22 PM	6.35	311	029	PORTOLA	Emergent
1/26/2020	200126-SEA00201	1:40:39 PM	1:48:00 PM	7.35	611	029	CANYON DEL REY	Emergent
1/27/2020	200127-SEA00210	2:51:40 PM	2:58:58 PM	7.30	321	029	ROSITA	Emergent

Total Calls 9

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*

Total Fire Calls for FY 2019-2020 = 79

POLICE
DEL REY OAKS

City Council Report
Jan, 2020
Completed by C. Bourquin

ARRESTS:

		YEAR TO DATE
Felony Arrests	0	0
Misdemeanor Arrests	2	2
Warrant Arrests (OJ)	0	0
TOTAL ARRESTS	**2**	**2**

ASSAULTS:

		YEAR TO DATE
Simple Assault	0	0
Domestic Violence	0	0
Weapon Involved	0	0
TOTAL ASSAULTS	**0**	**0**

BURGLARIES:

Residential	0	0
Commercial	0	0
From Locked Vehicle	0	0
Other	0	0
TOTAL BURGLARIES	**0**	**0**

TRAFFIC ACCIDENTS:

Non-Injury Accidents	2	2
Injury Accidents	0	0
TOTAL ACCIDENTS	**2**	**2**

GRAND & PETTY THEFTS:

Residential	1	1
Commercial	2	2
Shoplifting	0	0
From Motor Vehicle	0	0
Other	0	0
TOTAL THEFTS	**3**	**3**

ALARMS:

Residential	0	0
Commercial	11	11
TOTAL ALARMS	**11**	**11**

DUI ENFORCEMENT:

2	**2**

CITATIONS ISSUED:

Traffic Citations Issued	18	18
Parking Citations Issued	38	38
Admin Citations Issued	1	1
Warning Citations	3	3
TOTAL CITATIONS ISSUED	**60**	**60**

REPORTS FILED:

21	**21**

TOTAL ACTIVITY:

366	**366**

CITY OF DEL REY OAKS
SIX-MONTH STRATEGIC OBJECTIVES
AS of February 25, 2020

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

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the October 22, 2019 City Council meeting	City Manager	Recommend to the City Council for action a ballot measure for the March 2020 Primary Election to make permanent the current 1% sales tax.	X			Council declared an Emergency Declaration allowing the ballot measure to be placed on the March primary election. Council also approved the ordinance language. Staff published the ballot measure language on November 11th. On March 3rd ballot.
2. At the November 26, 2019 City Council meeting	City Manager, with input from the Finance Committee	Recommend to the City Council for action disposition of the 2018-2019 ending fund balance.	X			Finance Committee met on 11/15. Recommendations approved on 11/26. Staff implemented Council direction. Increased PARS trust to $300k, and Economic Uncertainty Reserve to $1.2M.
3. By February 1, 2020	City Manager	Report to the City Council the results of the cannabis business compliance, inspections and audits.	X			Compliance inspections took place 11/21. Corrections being made by businesses and inspected by City. Audits ongoing.
4. At the February 25, 2020 City Council meeting	City Manager	Present to the City Council for direction options on increasing TOT.		X		Options include raising TOT or building a hotel. Staff does not recommend increasing tax rate. Hotel may be a component of future development.

5. At the February 25, 2020 City Council meeting	City Manager	Present the 2019-2020 mid-year budget proposed changes to the City Council for action.		X		Staff presenting to City Council on February 25th.
6. At the February 25, 2020 City Council meeting	City Manager	Present to the City Council for action the disposition of the Federal LLC debt.			X	Recommend waiting for end of fiscal year to see if tax measure passes and assess impacts of FORA sunset on budget before making recommendations.

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 September 7, 2019	City Manager and consultant Denise Duffy	Hold a Housing Element Study Session for the City Council and the public.	X			Draft Housing Element posted online 8/30. Study Session held 9/4. PC reviewed HE 9/10 and directed it be submitted to State. Submitted to HCD 9/19.
2. At the November 26, 2019 City Council meeting	City Manager	Recommend to the City Council for action the final draft Housing Element update due by December 31, 2019.	X			City received initial comments from HCD on 10/9. Revised draft submitted to HCD 10/18. State accepted revised HE 11/14. IS comment period closes 11/22. PC meeting to consider 11/25. CC adopted on12/17. Pursuing zoning ordinance update and HE update for 2020-2023 period.
3. At the February 25, 2020 City Council meeting	City Manager	Explore options and present to the City Council for direction potential funding sources (e.g., grants, cost sharing) for updating the General Plan.		X		Pursuing Local Government Planning Support Program Funds through AMBAG and HCD. Application deadline is July 1 for $60,000 grant. Also applying for regional funds, amount unspecified at this time.

C

THREE-YEAR GOAL: ***Develop City-owned properties sustainably with public input***						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. At the August 27, 2019 City Council meeting	City Manager	Present an Exclusive Negotiating Agreement for City Council consideration for the former Fort Ord property.			X	Council approved ENRA on Aug 27. Document executed on X. Development partnership dissolved. City published RFQ on 10/11. Three submittals received by 10/25. Working with top two candidates on way forward to an ENRA.
2. At the September 24, 2019 City Council meeting and monthly thereafter	City Manager, working with FORA	Provide to the City Council an update on the South Boundary Road Project.			X	City Attorney drafting proposal to CNPS concerning nature preserve. Staff working with FORA to establish escrow account to transfer project funds and transfer Whitson Engineers contract. Expect both items to FORA Board for action in March, then CC for action.
3. At the October 22, 2019 City Council meeting	City Manager, working with Public Works Staff	Present to the City Council the formation of an official City Parks and Recreation Advisory Commission, including a City Council liaison, to advise City Council and City Staff.			X	Public beautification projects will be reviewed by Planning Commission.

4. At the November 26, 2019 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	City letter sent to Garden Center. Met on-site to discuss application packet needed for Planning Commission review. Incomplete application received on 10/14. Staff responded with incomplete letter in January. Received response from applicant on February 18th. Staff reviewing for CEQA analysis, then Planning Commission.
5. At the November 26, 2019 City Council meeting	City Manager, working with the City Attorney	Present a master FORA transition agreement to the City Council for consideration.			X	FORA extension bill did not pass. Planning for transition is accelerated to protect the City. Expect transition agreement to be ready for Council review in March.
6. At the November 26, 2019 City Council meeting	City Manager, working with the City Attorney	Present an agreement with FORA for the transfer of the South Boundary Road project to the City Council for consideration.			X	Expect escrow agreement and transfer of Whitson Engineers contract to FOR A board in March then CC in March or April.
7. At the November 26, 2020 City Council meeting	City Manager, working with the City Attorney	Present an agreement with Marina Coast Water District (MCWD) for provision of water service to the City's Former Ft Ord property to the City Council for consideration.			X	City Attorney has reviewed. Awaiting City of Monterey analysis.
8. At the January 28, 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	Workshop took place 11/20. Habitat discussion to CC on 1/28. Expect a financial analysis and transition-JPA agreement to be considered by CC in March/April. Working group meeting weekly.

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

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the September 24, 2019 City Council meeting	City Manager	Report to the City Council all volunteer programs requiring City Staff time or resources.			X	Agendized for 10/22 City Council meeting for initial direction.
2. By October 15, 2019	City Manager	Launch the City's updated website.	X			New website launched on 9/20.
3. At the October 22, 2019 City Council meeting	City Manager	Recommend a HR consultant to the City Council for consideration.	X			HR scope of services approved by Council on 11/26.
4. By November 1, 2019	City Manager and Police Chief	Present written information to the City Council on Police Department computer and radio replacement needs.			X	Police Department reviewing needs.
5. By December 1, 2019	City Manager	Review our IT security posture and recommend in writing necessary changes to the City Council for consideration.			X	CM met with County and City IT managers and Naval Postgraduate School CIO to discuss IT posture and cyber security threats. Action delayed due to unanticipated FORA related workload.

CITY OF DEL REY OAKS
STAFF REPORT

DATE: February 25, 2019

TO: Honorable Mayor and City Council

FROM: Danial D. Pick, City Manager

SUBJECT: Fort Ord Recreational Trail and Greenway (FORTAG) Master Agreement and Supplemental Agreement

CEQA: This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378 as it is a real property negotiation activity of the City that will not result in direct or indirect physical changes in the environment.

RECOMMENDATION

That Council receive a report and provide direction to staff.

BACKGROUND

The Fort Ord Regional Trail and Greenway (FORTAG) is a proposed regional active transportation corridor which was identified in Measure X as a regional bike and pedestrian safety project. TAMC is the lead agency for program-level environmental review.

The Fort Ord Regional Trail & Greenway began as a grassroots proposal developed by private citizens and is part of a larger effort to connect communities in former Fort Ord to each other and to education, employment, community and recreation centers. FORTAG is a proposed new paved regional active transportation route that will serve as a safe pedestrian and bicycle corridor connecting Seaside, Marina, Del Rey Oaks, Monterey and unincorporated community residents to California State University Monterey Bay, the Fort Ord National Monument and the Monterey Bay Sanctuary Scenic Trail.

The FORTAG concept is proposed as a 24.2-mile continuous bicycle and pedestrian trail with an open-space buffer on both sides. FORTAG will connect to 7.5 miles of existing Monterey Bay Sanctuary Scenic Trail, for a total 31.7 regional trail in the Monterey Peninsula that will connect with the existing and planned active transportation network, and will provide connections to unpaved trails in the Fort Ord National Monument. FORTAG is designed to accommodate people of all ages and abilities, and will have an open space buffer for the majority of the route.

The project appears to be consistent with the goals and policies in the Regional Transportation Plan and Bicycle & Pedestrian Master Plan to promote safer bicycling and walking facilities and to reduce greenhouse gas emissions. Since its inception in 2012, the proposal has achieved several key milestones. In August 2015, the TAMC Board directed staff to assist in identifying funding for the concept. In March 2016, the Fort Ord Reuse Authority Board of Directors adopted a draft trails concept following the FORTAG alignment. In November 2016, Monterey

County voters approved Measure X that identified a $20 million allocation for FORTAG. In October 2017 TAMC was designated as lead agency. TAMC secured $10.3 million in State Active Transportation Program (ATP) grant funds to construct the first segment of the trail through the Cities of Del Rey Oaks and Seaside. In November 2019 the Draft Environmental Impact Report (DEIR) was published for public comment.

SUMMARY AND DISCUSSION

The Master Agreement (attachment 1) concerns the overall project. The Supplemental Agreement (attachment 2) concerns the segment through Del Rey Oaks and Seaside. The purpose of this agenda item is to discuss the two agreements and answer questions from Council and the public. No action will be taken on these agreements at this time. The TAMC Board will consider certification of the Final EIR at their March meeting. Staff will bring both of the agreements to Council in April 2020 for consideration.

FISCAL IMPACT

There is no impact from receiving this report.

Respectfully Submitted,

_____

Danial Pick
City Manager

Attachments:

1. FORTAG Master Agreement
2. Supplemental Agreement to FORTAG Master Agreement Segment One (Del Rey Oaks-Hwy 218)

FORTAG MASTER AGREEMENT

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

RECITALS

This agreement is based on the following facts and circumstances:

A. **Adoption of Measure X.** On November 6, 2016, a ballot measure known as the Transportation Safety & Investment Plan, or "Measure X," was adopted by the voters of Monterey County. The measure is anticipated to generate an estimated $20 million annually for a total of $600 million over thirty years, through a retail transactions and use tax of three-eighths of one percent (3/8%). Among the transportation safety and mobility projects identified for funding through Measure X is the Fort Ord Regional Trail And Greenway ("FORTAG"). Approximately $20 million in Measure X funding was identified in the Measure X Transportation Safety & Investment Expenditure Plan for the FORTAG proposal.

B. **FORTAG Project**. FORTAG has been proposed as an approximately 27-mile continuous 12-foot wide paved bicycle and pedestrian trail with an open-space buffer on both sides. A map designating the proposed FORTAG alignment is attached hereto as Exhibit B. FORTAG is currently proposed to extend over and within the jurisdiction of each of the Parties hereto. TAMC has already been designated the Lead Agency for review of the FORTAG proposal under environmental laws.

C. **Need for Collective and Coordinated Action**. In order to ensure the efficient and effective development of FORTAG, and to avoid segmentation of the project, the Parties agree on the need for collective and coordinated actions by the Parties, including the possible dedication of rights of way, and the need to maintain any improvements approved within a Parties' jurisdiction.

D. **Mitigation of Regional Transportation Impacts of Local Development and Promotion of Active Transportation.** Development, implementation and maintenance of FORTAG, as it may be approved under applicable environmental laws, is anticipated

to: assist in the mitigation of transportation impacts of local development; reduce greenhouse gasses; improve the health of residents and visitors by providing a safe connection between residential areas, schools, workplaces, regional parks, and city services; provide community health benefits from active transportation routes and stress reducing enjoyment of open spaces; and create economic benefits from associated retail, hospitality, and competitive events.

E. **Priority for Eligibility for Matching Funds or Other Funding.** The Parties also agree that demonstration of cooperative, collective and coordinated actions with respect to FORTAG are likely to enhance the ability of the Parties to seek and obtain additional funding from State, Federal and/or other avenues for FORTAG.

F. **Intent and Purpose of this Agreement.** The overall intent of this Agreement is to effectuate FORTAG by having TAMC undertake the primary planning, development and construction of FORTAG, and by having the Underlying Jurisdiction(s) accept ownership and responsibility for completed segments of FORTAG and to maintain and operate FORTAG as cohesively as possible for the health, safety and benefit of the public. The purpose of this Agreement is to set forth the rights and responsibilities of the Parties to fulfill this overall intent.

NOW, THEREFORE, the Parties agree:

Section I.
Parties

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

Section II.
Effective Date

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

Section III.
Covenants of TAMC

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

A. Funding Commitment. TAMC shall provide funding assistance to a Party, consistent with the Measure X Investment Plan, of Measure X Funds for the planning, development

and construction of FORTAG segments, as such segments are approved by an Underlying Jurisdiction and funding is available.

B. Grant Assistance. TAMC shall assist Underlying Jurisdictions with applying for and obtaining grant funding for the construction, repair, or re-construction of approved FORTAG segments.

C. Planning Assistance. TAMC shall provide significant planning and development assistance for the construction of FORTAG segments, as such segments are approved by an Underlying Jurisdiction and funding is available.

D. Development and Construction. TAMC shall, with the consent of the Underlying Jurisdiction, undertake the development and construction of FORTAG segments.

Section IV.
Covenants of Underlying Jurisdictions

A. With respect to the entirety of FORTAG:

1. Cooperation with TAMC and other Underlying Jurisdictions. Each Party shall cooperate with TAMC and each other Party in order to fulfill the intent of this Agreement and FORTAG, being the funding, development and operation of a sustainable active bicycle and pedestrian trail connecting Party jurisdictions, existing trails, and communities.

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

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

1. Cooperate with TAMC in seeking funding for the development of segments of FORTAG within its jurisdiction.

2. Accept and enforce all appropriate Mitigation and Monitoring conditions identified for the segment(s) of FORTAG within the boundaries of the Underlying Jurisdiction.

3. Incorporate FORTAG alignment applicable to the boundaries of the Underlying Jurisdiction into planning and entitlement documents.

4. Dedicate land or easement rights, as necessary, to permit the development of FORTAG over the approved alignment.

5. Require the dedication of rights in entitlement documents for properties not owned by the Underlying Jurisdiction, and, where appropriate, require the construction of segment alignments as part of larger approved developments.

6. Undertake appropriate review and approval of plans and specifications for each segment of FORTAG to be developed and constructed within the boundaries of the Underlying Jurisdiction.

7. Accept ownership of the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction and/or, with the consent and approval of TAMC, cause portions of segments to be owned or retained by other responsible parties.

8. Provide for the reasonable maintenance of the segment(s) of FORTAG completed with the boundaries of the Underlying Jurisdiction.

9. Adopt and enforce such reasonable use and operations rules and regulations as the Underlying Jurisdiction deems necessary and appropriate for the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction.

As any given segment of FORTAG is identified for development and receives sufficient funding therefor, the Underlying Jurisdiction for such segment shall enter into a Supplemental Agreement specifying in greater detail the manner in which it will comply with these covenants, consistent with the terms and conditions of relevant funding agreements. Such Supplemental Agreements shall be duly approved by the applicable parties and a Memorandum of Supplemental Agreement, identifying the basic terms of such agreements, including all funding therefore, shall be attached to this Master Agreement in subsequent exhibits. By way of example, it is anticipated that the City of Del Rey Oaks will enter into a Supplemental Agreement soon after its approval of this Master Agreement, and in connection therewith, will receive funds from an Active Transportation Grant. The basic terms of such Supplemental Agreement, consistent with grant funding requirements, will be memorialized and attached to this Master Agreement as Exhibit C.

Section V.
Mutual Covenants

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

1. This Agreement may be terminated at any time by the mutual consent of all the Parties.

2. This Agreement may be terminated as to TAMC and an Underlying Jurisdiction upon the mutual consent of TAMC and the Underlying Jurisdiction, provided that 60 days' certified mail notice, as provided in Section IX.B., is given to all other Underlying Jurisdictions that are Parties to this Agreement.

B. Indemnity by TAMC. With regard to construction of a FORTAG segment by TAMC, neither Underlying Jurisdiction, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Agreement. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that TAMC shall fully defend, indemnify, and hold harmless an Underlying Jurisdiction, and its governing body, elected officials, all its officers, agents, employees, and volunteers from any liability imposed on the Underlying Jurisdiction for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Agreement.

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

C. Indemnity by Underlying Jurisdiction. Neither TAMC, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by an Underlying Jurisdiction in connection with this Agreement or any work or action taken with Measure X or funds related to the FORTAG Project. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that the Underlying Jurisdiction shall fully defend, indemnify and hold harmless TAMC, its governing body, and all its officers, agents, and employees, from any liability imposed on TAMC for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the Underlying Jurisdiction pursuant to this Agreement or any work or action taken with FORTAG.

Payments to FORTAG contractors hired by the Underlying Jurisdiction shall include reasonable requirements for indemnification and insurance, as appropriate for

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

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

Section VI.
Amendments

This Agreement may be amended at any time by an amendment approved by 2/3rds of the Parties as evidenced by approval by the governing board or council of each Party.

Section VII.
Sole Agreements

This Agreement, together with the Memorandum of Understanding Re Designation of Lead Agency, approved by TAMC on September 27, 2017, and TAMC Ordinance No. 2016-01, are the sole agreements on the subject matters of this Agreement between and among the Parties with respect to FORTAG. The parties acknowledge that Supplemental Agreements, as described in Section IV. may be approved and attached to this Master Agreement without changing or otherwise amending the provisions described in this Agreement.

Section VIII.
CEQA Lead Agency Designation

Consistent with that Memorandum of Understanding approved by TAMC on September 27, 2017, the Parties confirm that for purposes of compliance with the California Environmental

Quality Act (CEQA), Public Resources Code section 21000, et. seq., for environmental review of the FORTAG proposal, that the TAMC shall be the lead agency, and all other Parties shall be responsible agencies. Prior to taking action to approve the FORTAG proposal within its jurisdiction, each responsible agency shall certify that it has reviewed and considered the information contained in the environmental determination made by TAMC.

Section IX.
Miscellaneous

A. Arbitration. Any controversy or claim between any two or more of the Parties to this Agreement with respect to disputes, demands, differences, controversies or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice by mail of its intention to arbitrate to every other party to this Agreement. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but that desires to join in the arbitration may, within ten (10) business days of service upon it of such notice, file a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) business days of the service of the initial demand for arbitration, the initiating party and the respondent(s) shall each designate a person to act as an arbitrator. The two designated arbitrators shall mutually designate a third person to act as arbitrator. The three arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Sections 1280, *et seq.*. The Parties to this Agreement agree that the decision of the arbitrators shall be binding.

B. Notices. Any notice or instrument required to be given or delivered by mail shall be deposited in any United States Post Office, registered or certified, postage prepaid, and addressed to the addresses of the Parties as shown on such in Exhibit A. Such notice shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office. All other notices may be provided by regular mail to the addresses shown in Exhibit A, and/or to by facsimile or email transmission to the numbers and addresses shown associated with the respective parties, also in Exhibit A. Receipt of such notices shall be deemed complete by close of business on the next business day after transmission.

C. Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be

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

D. Governing Law; Interpretation. This Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California. This Agreement has been arrived at through good faith negotiation between the Parties; each Party waives the provisions of Civil Code Section 1654 concerning the interpretation of this Agreement.

E. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Parties.

F. Assignment. The Parties hereto shall not assign any rights or obligations under this Agreement without the written consent of all the other Parties.

g. Waiver. Any waiver of any terms of this Agreement shall be in writing signed by each applicable Party thereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

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

Section X.
Execution and Signatures

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

APPROVED BY:

[Signatures on following pages]

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By:_____
Its:_____
Date: _____

Approved as to form:

_____
TAMC Counsel

COUNTY OF MONTEREY

By:_____
Its:_____
Date: _____

Approved as to form:

_____
County Counsel

CITY OF DEL REY OAKS

By:_____
Its:_____
Date: _____

Approved as to form:

_____
City Attorney

CITY OF MARINA

By:_____
Its:_____
Date: _____

Approved as to form:

_____
City Attorney

CITY OF MONTEREY

By:_____
Its:_____
Date: _____

Approved as to form:

_____
City Attorney

CITY OF SEASIDE

By:_____
Its:_____
Date: _____

Approved as to form:

_____
City Attorney

UNIVERSITY OF CALIFORNIA, SANTA CRUZ

By:_____
Its:_____
Date: _____

Approved as to form:

_____
Legal Counsel

CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY

By:_____
Its:_____
Date: _____

Approved as to form:

_____
Legal Counsel

EXHIBIT A
NOTICE/CONTACT INFORMATION

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

CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY		Title ADDRESS ADDRESS Phone Email address

SUPPLEMENTAL AGREEMENT
TO
FORTAG MASTER AGREEMENT
SEGMENT ONE
(DEL REY OAKS – Rte. 218)

This Supplemental Agreement among the Transportation Agency for Monterey County ("TAMC"), the City of Del Rey Oaks ("Del Rey Oaks"), the City of Seaside ("Seaside"), and the Monterey Peninsula Regional Parks District ("District") supplements and is entered into pursuant to the MASTER AGREEMENT (the "Master Agreement") by and among TAMC, Del Rey Oaks, Seaside, District, and the County of Monterey ("County"), the City of Marina ("Marina"), the City of Monterey ("Monterey"), the University of California, Santa Cruz ("UCSC"), and California State University at Monterey Bay ("CSUMB"). For purposes of this Supplemental Agreement, TAMC, Del Rey Oaks, Seaside and District may be referred to collectively as the "Parties." The Parties to the Master Agreement other than TAMC may be referred to collectively as the "Underlying Jurisdictions."

RECITALS

This agreement is based on the following facts and circumstances:

A. **Adoption of Measure X.** On November 6, 2016, a ballot measure known as the Transportation Safety & Investment Plan, or "Measure X," was adopted by the voters of Monterey County. The measure is anticipated to generate an estimated $20 million annually for a total of $600 million over thirty years, through a retail transactions and use tax of three-eighths of one percent (3/8%). Among the transportation safety and mobility projects identified for funding through Measure X is the Fort Ord Regional Trail And Greenway ("FORTAG"). Approximately $20 million in Measure X funding was identified in the Measure X Transportation Safety & Investment Expenditure Plan for the FORTAG proposal.

B. **Approval and Adoption of Master Agreement.** On February __, 2020, TAMC certified an Environmental Impact Report, made appropriate findings, and approved a Master Agreement among the Parties and Underlying Jurisdictions with respect to the development of FORTAG. Del Rey Oaks made its own environmental findings and approved the Master Agreement on DATE, 2020. Seaside made its own environmental findings and approved the Master Agreement on DATE, 2020. The District made its own environmental findings and approved the Master Agreement on DATE, 2020.

C. **FORTAG Project**. FORTAG is an approximate 28-mile continuous 12-foot wide paved bicycle and pedestrian trail with an open-space buffer on both sides. A map designating the approved FORTAG alignment is attached to the Master Agreement as Exhibit B.

D. **Receipt of ATP Cycle 4 Grant by Del Rey Oaks**. As part of their rights and obligations under Measure X and the Master Agreement, TAMC and Del Rey Oaks coordinated in applying for, and have received funds under the State of California's Active Transportation Program for the development of a 1.5 mile segment of FORTAG within the jurisdiction of Del Rey Oaks, and including portions within the jurisdiction of Seaside and the District(herein, "Segment One"). A map designating the approved alignment of Segment One is attached hereto as Exhibit 1.

NOW, THEREFORE, the Parties agree:

Section I.
Parties

The Parties to this Supplemental Agreement are Del Rey Oaks, Seaside, the District, and TAMC.

Section II.
Effective Date

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

Section III.
Implementation of Mitigation Measures

Consistent with Section IV. of the Master Agreement, and its environmental findings made in connection with the approval of the Master Agreement, Del Rey Oaks hereby adopts the Supplemental Mitigation Measures listed in the Mitigation, Monitoring and Reporting Program ("MMRP"). More specifically, for Segment One, such mitigation measures include:

A. The placement of solid waste receptacles at LOCATION(s)
B. The collection of trash from such receptacles at least weekly
C. The installation and maintenance of Dog Waste Disposal Bag Dispensers at the locations of the solid waste receptacles
D. Causing the collection of litter along Segment One at least _____
E. Incorporating Segment One into the police patrols of Del Rey Oaks and Seaside, and cooperating with patrols by other Underlying Jurisdictions

F. Installing and maintaining signage regarding Trail Safety and Courtesy at LOCATIONS
G. Inspecting and maintaining the trail conditions along Segment One in good condition
H. Developing monitoring and reporting methodology for sharing of information among the Underlying Jurisdictions in order to promote safety, reduce potential vandalism, and create and maintain a cohesive experience for FORTAG users
I. Hold at least one public meeting each year to report on the status of FORTAG use in Segment One, and receive comments from the public.

The City shall retain the discretion as to the implementation of these mitigation measures.

A copy of a Supplemental MMRP for Segment One is attached hereto and incorporated herein as Exhibit 2.

Section IV.
Covenants of TAMC

With respect to City and this Supplemental Agreement, TAMC shall:

A. Funding Commitment. TAMC has, and shall continue to provide funding assistance to plan, engineer, and construct Segment One, as described below, in an amount up to $_____

B. Planning Assistance. TAMC has, and shall continue to provide planning and development assistance for the construction of the Del Rey Oaks segment as follows:

D. Development and Construction. TAMC shall undertake the development and construction of Segment One, consistent with the terms of the ATP Cycle 4 Grant Agreement, Number _____.

Section V.
Covenants of Del Rey Oaks

A. With respect to Segment One of FORTAG, Del Rey Oaks shall:

1. Continue to cooperate with TAMC in seeking funding for the development of segments of FORTAG within its jurisdiction.

2. Accept and enforce all appropriate Mitigation and Monitoring conditions identified for the segment(s) of FORTAG within the boundaries of Del Rey Oaks, including those described in Section III and Exhibit 2.

3. Undertake appropriate review and approval of plans and specifications for Segment One of FORTAG within the jurisdiction of Del Rey Oaks.

7. Accept ownership of that portion of Segment One of FORTAG completed within the boundaries of Del Rey Oaks.

8. Provide for the reasonable maintenance of the Segment One of FORTAG within the boundaries of Del Rey Oaks.

9. Prior to the completion of construction of Segment One of FORTAG, adopt and enforce such reasonable use and operations rules and regulations as Del Rey Oaks deems necessary and appropriate to accomplish the Supplemental MMRP attached as Exhibit 2.

10. Provide a minimum of ninety (90) days advanced notice to TAMC, and conduct a duly noticed public hearing, prior to any effort to modify the use and operations rules and regulations adopted pursuant to Section V., paragraph 9, above.

Section VI.
Covenants of Seaside

A. With respect to Segment One of FORTAG, Seaside shall:

1. Continue to cooperate with TAMC in seeking funding for the development of segments of FORTAG within its jurisdiction.

2. Accept and enforce all appropriate Mitigation and Monitoring conditions identified for the segment(s) of FORTAG within the boundaries of Seaside, including those described in Section III and Exhibit 2.

3. Undertake appropriate review and approval of plans and specifications for Segment One of FORTAG with the jurisdiction of Seaside.

7. Accept ownership of that portion of Segment One of FORTAG completed within the boundaries of Seaside.

8. Provide for the reasonable maintenance of the Segment One of FORTAG within the boundaries of Seaside.

9. Prior to the completion of construction of Segment One of FORTAG, adopt and enforce such reasonable use and operations rules and regulations as Seaside

deems necessary and appropriate to accomplish the Supplemental MMRP attached as Exhibit 2.

10. Provide a minimum of ninety (90) days advanced notice to TAMC, and conduct a duly noticed public hearing, prior to any effort to modify the use and operations rules and regulations adopted pursuant to Section VI., paragraph 9, above.

Section VII.
Covenants of District

A. With respect to Segment One of FORTAG, District shall:

1. Continue to cooperate with TAMC in seeking funding for the development of segments of FORTAG within its jurisdiction.

2. Accept and enforce all appropriate Mitigation and Monitoring conditions identified for the segment(s) of FORTAG within the boundaries of the District, including those described in Section III and Exhibit 2.

3. Undertake appropriate review and approval of plans and specifications for Segment One of FORTAG with the jurisdiction of the District.

7. Accept ownership of that portion of Segment One of FORTAG completed within the boundaries of the District.

8. Provide for the reasonable maintenance of the Segment One of FORTAG within the boundaries of the District.

9. Prior to the completion of construction of Segment One of FORTAG, adopt and enforce such reasonable use and operations rules and regulations as the District deems necessary and appropriate to accomplish the Supplemental MMRP attached as Exhibit 2.

10. Provide a minimum of ninety (90) days advanced notice to TAMC, and conduct a duly noticed public hearing, prior to any effort to modify the use and operations rules and regulations adopted pursuant to Section VII., paragraph 9, above.

Section VIII.
Mutual Covenants

A. Covenants of Master Agreement Retained. Nothing in this Supplemental Agreement shall impede or replace the Covenants, both Mutual Covenants and Covenants by TAMC and/or Del Rey Oaks, Seaside or the District in the Master Agreement.

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

1. This Agreement may be terminated at any time by the mutual consent of both Parties, provided that 60 days' certified mail notice, as provided in Section XI.B., is given to all other Underlying Jurisdictions that are Parties to this Agreement.

B. Indemnity by TAMC. With regard to construction of Segment One by TAMC, neither Del Rey Oaks, Seaside, the District, nor any of their respective governing bodies, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Supplemental Agreement. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that TAMC shall fully defend, indemnify, and hold harmless Del Rey Oaks, Seaside, the District, and any of their respective governing bodies, elected officials, all its officers, agents, employees and volunteers from any liability imposed on Del Rey Oaks, Seaside or the District for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Supplemental Agreement.

Payments to FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the Parties to this Supplemental Agreement.

C. Indemnity by Del Rey Oaks. Neither TAMC, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Del Rey Oaks in connection with this Supplemental Agreement or any work or action taken with Measure X or funds related to the FORTAG Project. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that Del Rey Oaks shall fully defend, indemnify and hold harmless TAMC, its governing body, and all its officers, agents, and employees, from any liability imposed on TAMC for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Del Rey Oaks pursuant to this Supplemental Agreement or any work or action taken with FORTAG.

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

D. Indemnity by Seaside. Neither TAMC, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Seaside in connection with this Supplemental Agreement or any work or action taken with Measure X or funds related to the FORTAG Project. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that Seaside shall fully defend, indemnify and hold harmless TAMC, its governing body, and all its officers, agents, and employees, from any liability imposed on TAMC for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Seaside pursuant to this Supplemental Agreement or any work or action taken with FORTAG.

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

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

governing body, and all its officers, agents, and employees, from any liability imposed on TAMC for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by District pursuant to this Supplemental Agreement or any work or action taken with FORTAG.

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

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

Section IX.
Amendments

This Supplemental Agreement may be amended at any time by an amendment approved by the Parties; provided that no amendment shall modify the Master Agreement, except in accordance with Section VI. of the Master Agreement.

Section X.
Integration of Agreements

This Supplemental Agreement, together with the Master Agreement, and TAMC Ordinance No. 2016-01, are the sole agreements on the subject matters of this Supplemental Agreement between and among the Parties with respect to FORTAG.

Section XI.
Miscellaneous

A. Arbitration. Any controversy or claim between the Parties to this Supplemental Agreement with respect to disputes, demands, differences, controversies or misunderstandings arising in relation to interpretation of this Supplemental Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice by mail of its intention to arbitrate to every other party to this Supplemental Agreement and/or Master Agreement, depending on the nature of the dispute. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but that desires to join in the arbitration may, within ten (10) business days of service upon it of such notice, file a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) business days of the service of the initial demand for arbitration, the initiating party and the respondent(s) shall each designate a person to act as an arbitrator. The two designated arbitrators shall mutually designate a third person to act as arbitrator. The three arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Sections 1280, *et seq.*. The Parties to this Agreement agree that the decision of the arbitrators shall be binding.

B. Notices. Any notice or instrument required to be given or delivered by mail shall be deposited in any United States Post Office, registered or certified, postage prepaid, and addressed to the addresses of the Parties as shown on such in Exhibit A of the Master Agreement. Such notice shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office. All other notices may be provided by regular mail to the addresses shown in Exhibit A of the Master Agreement, and/or to by facsimile or email transmission to the numbers and addresses shown associated with the respective parties. Receipt of such notices shall be deemed complete by close of business on the next business day after transmission.

C. Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Supplemental Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and

shall be valid and enforceable to the fullest extent permitted by law. The governing body of each of the Parties hereto hereby declares they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Supplemental Agreement irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Supplemental Agreement be declared invalid or unenforceable.

D. Governing Law; Interpretation. This Supplemental Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California. This Supplemental Agreement has been arrived at through good faith negotiation between the Parties; each Party waives the provisions of Civil Code Section 1654 concerning the interpretation of this Supplemental Agreement.

E. No Third-Party Beneficiaries. This Supplemental Agreement is intended solely for the benefit of the Parties to this Supplemental Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Parties. TAMC, Del Rey Oaks, Seaside, the District, or any Underlying Jurisdiction.

F. Assignment. The Parties hereto shall not assign any rights or obligations under this Supplemental Agreement with the written consent of the other Parties.

G. Waiver. Any waiver of any terms of this Supplemental Agreement shall be in writing signed by each applicable Party thereto. A waiver of any of the terms and conditions of this Supplemental Agreement shall not be construed as a waiver of any other terms or conditions in this Supplemental Agreement.

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

I. Counterparts. This Supplemental Agreement may be signed in counterparts with the signature pages attached to form a complete document.

Section X.
Execution and Signatures

The Board of Directors of TAMC, the City Council of the City of Del Rey Oaks, the City Council of the City of Seaside, and the Monterey Peninsula Regional Parks District have each authorized the execution of this Agreement, as evidenced by the authorized signatures below on the dates specified below.

APPROVED BY:

[Signatures on following pages]

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By:_____
Its:_____
Date: _____

Approved as to form:

_____
TAMC Counsel

CITY OF DEL REY OAKS

By:_____
Its:_____
Date: _____

Approved as to form:

_____
City Attorney

CITY OF SEASIDE

By:_____
Its:_____
Date: _____

Approved as to form:

_____
City Attorney

MONTEREY PENISULA REGIONAL PARKS DISTRICT

By:_____
Its:_____
Date: _____

Approved as to form:

_____
District Counsel

EXHIBIT 1
MAP OF SEGMENT ONE ALIGNMENT

EXHIBIT 2
SUPPLEMENTAL MITIGATION MONITORING AND REPORTING PROGRAM

CITY OF DEL REY OAKS

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

Date: February 25, 2019

TO: Honorable Mayor and Members of the City Council

FROM: Danial D. Pick, City Manager

SUBJECT: Mid-Year Budget Review and Amendment for Fiscal Year 2019-2020

CEQA: This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378 as it is an organizational activity of the City that will not result in direct or indirect physical changes in the environment.

Recommendation

Receive the Mid-Year Budget Review and approve the Mid-Year Budget Amendment appropriating an additional $87,950 and the changes in the Position Control List.

Background

We are pleased to present the Mid-Year Budget Amendment for Fiscal Year 2019-20. The mid-year budget uses actual revenues and expenditures through December 31, 2019 and incorporates staff's best revised estimates for revenue and expenditures for the remainder of the fiscal year. The budget amendment also includes several appropriation requests for Council consideration.

Summary & Discussion

Table 1.1 shows the impact of the mid-year budget adjustments and is summarized below.

Table 1.1

City of Del Rey Oaks
General Fund Budget Summary
FY 2019-20

	7/1/2019 Original Budget	12/31/2019 YTD Budget	Mid-Year Adjustments	Amended Budget
2019-20 Estimated Revenues	4,809,100	4,809,100	350	4,809,450
2019-20 Appropriations	(4,444,510)	(4,894,910)	(88,300)	(4,983,210)
Surplus (Deficit) Revenues	364,590	(85,810)	(87,950)	(173,760)

Supplemental Appropriations through December 31, 2019

Table 1.2 shows the changes to the original adopted budget before the mid-year adjustments:

Table 1.2

Original Appropriations	$ 4,444,510	
Supplemental Appropriations thru 12/31/19		
FORA Loan Down Payment *	210,900	Funded from ending fund balance @ 6/30/2019
City Hall Solar Panels *	80,000	Funded from ending fund balance @ 6/30/2019
South Boundary Road Sewer line Design	50,000	Funded by fund balance to be reimbursed from future development
Dump Truck from FORA Caretaker Grant	89,500	Missed this appropriation in original budget, FORA reimbursed
HR Services Contract	20,000	Funded by Anticipated Revenue
Subtotal Supplemental Appropriations	450,400	
12/31/2019 Net Appropriations	**$ 4,894,910**	

As noted above in Table 1.2, $290,900* of the supplemental appropriations came from the June 30, 2019 ending unassigned fund balance. The FORA Loan payment of $210, 900 was scheduled to be paid in last fiscal year but due to late approval by FORA it was not paid until August of this fiscal year. $80,000 for solar panels was approved by the Council as part of the use of the ending fund balance. $50,000 for the South Boundary Road Sewer Line Design is funded from the fund balance with an expectation that those funds will be recovered from future development. $89,500 for a new Public Works dump truck was reimbursed by the FORA Caretaker Grant and was approved by Council, but was not accounted for in the original budget. $20,000 HR Services Contract was approved by Council as part of the use of the ending fund balance.

Mid-Year Budget Adjustments

The proposed Mid-Year budget adjustments will result in revenue increasing $350 (Table 1.3), while appropriations are requested to increase $88,300 (Table 1.4). This results in a net negative impact of $87,950 which will be funded by the existing fund balance. The detail of the changes is explained in the following tables.

Revenue Changes

Table 1.3 below shows all the revenue accounts that need to be revised.

Table 1.3

		Current Period Actual	Total Budget	Percent of Budget Used	Revised Budget	Increase (Decrease)
Revenue						
Cannabis Tax	42222	314,841	850,000	37%	725,000	(125,000)
Transient Occupancy Tax	42230	23,324	5,000	466%	40,000	35,000
Property Transfer Tax	42250	6,118	8,600	71%	10,000	1,400
Sewer Impact	42290	15,488	14,300	108%	15,400	1,100
Business Licenses	42310	209,752	200,000	105%	210,000	10,000
Building Permits	43320	20,626	10,000	206%	30,000	20,000
Plan Check Fees	43330	11,265	5,000	225%	15,000	10,000
Vehicle Code Fines	45510	8,561	10,000	86%	13,000	3,000
Interest Earned	46100	17,099	900	1900%	30,000	29,100
COP Grant	47240	105,948	100,000	106%	155,000	55,000
FORA Caretaker Grant	47767	50,000	179,000	28%	143,750	(35,250)
Rental Income	46815	15,000	60,000	25%	56,000	(4,000)
Total Revenue						**350**

The revenue adjustments (Table 1.3) are a decrease of $125,000 in cannabis tax, a decrease in FORA Caretaker Grant and a decrease in Rental Income. The Cannabis decrease is due to issues with the dispensary and the temporary downturn of sales due to health concerns related to some vaping products, those are anticipated to recover over time with all cannabis locations undergoing audits to validate reported earnings. The FORA Caretaker Grant decrease is due to a request for additional funding that has not yet been approved by the FORA Board but was added in error to the total anticipated grants. The Rental Income decrease is due to an adjustment of anticipated revenue from Del Rey Oaks Garden Center and Integral Innovations lease agreements with the city. Overall the $164,250 reduction in revenue is offset by a projected increase of $164,600 for a net total change in projected annual revenue of $350.

Appropriation Changes

Table 1.4 below summarizes the changes in appropriations:

① PERS Unfunded Liability (UAL) has been historically included in Account 61125 PERS Retirement along with payroll, fees, and retirement contributions. Account 61124 PERS Unfunded Liability has been created to keep DRO UAL separate. These are the sole responsibility of DRO and cannot be used to calculate the annual Airport Services Agreement renewal.

② PERS Retirement original account minus UAL.

The major changes are shown in Table 1.4 as follows:

Table 1.4

	Account Number	Current Period Actual	Total Budget	Percent of Budget Used	Revised Budget	Increase (Decrease)
Expenditures						
Payroll	61105	627,487	1,391,400	45%	1,329,400	(62,000)
Overtime	61110	67,692	108,000	63%	133,000	25,000
Reserves Payroll	61120	36,030	40,000	90%	58,000	18,000
PERS Unfunded Liability (UAL)①	61124				164,100	164,100
PERS Retirement ②	61125	134,709	309,700	43%	145,600	(164,100)
Workers Comp	61150	100,000	326,100	31%	289,400	(36,700)
Materials/Supply	62410	28,956	69,700	42%	62,700	(7,000)
Office Supplies	62430	7,867	23,300	34%	18,300	(5,000)
Accounting Software	62431	0	6,200	0%	3,200	(3,000)
Special Supply Police	62240	12,850	46,700	28%	53,700	7,000
Street Sweeping	63510	1,847	16,000	12%	14,000	(2,000)
Gabilan Crew	63515	0	10,000	0%	5,000	(5,000)
Website Design & Maintenance	63535	703	4,700	15%	2,700	(2,000)
Police Safety Equipment Lease	62460	16,478	0	0%	16,500	16,500
Legal Advert	64560	0	8,200	0%	6,200	(2,000)
Strategic Planning	64570	5,420	15,000	36%	10,000	(5,000)
Training Police	63605	23,598	41,600	57%	46,600	5,000
Other Permits PW/Engnr	63610	0	1,700	0%	1,200	(500)
Auto Ops - Supplies / Equip	62710	9,330	27,500	34%	22,500	(5,000)
Auto Ops - Fuel	62720	14,597	39,000	37%	30,000	(9,000)
Auto Repair and Maintenance	63730	2,932	35,000	10%	20,000	(15,000)
			Net Police and Public Works Changes			(87,700)
Bank Service Charges	62320	299	5,000	6%	1,000	(4,000)
Contractual Services - Planning	63640	158,850	135,000	115%	215,000	80,000
Contractual Services - Legal	63650	60,662	100,000	61%	150,000	50,000
Contractual Services - Project Management	63653				50,000	50,000
Net Increase in Appropriations						**88,300**

- $87,700 net decrease in Police and Public Works operations. Additional police funding is requested for overtime and reserves payroll due to being short-staffed in the police department. This is offset by salary savings from the vacancies.
- $4,000 net decrease in Bank Service Charges from change in account type
- $80,000 increase for Planning services for updating the Housing Element
- $50,000 increase for Legal Services for the additional legal work required as part of the housing element and FORA dissolution agreements.
- $50,000 increase for Project Management services to manage the overall temporary increase in City workload caused mainly by the dissolution of FORA.

Change in Police Staffing

Staff recommends changing one Police Officer position to a Sergeant position. This results in 3 Sergeants and 6 Officers, ensuring that there is always a supervisor on duty.

No budget adjustment is necessary this year for this change because there are sufficient savings in the budget due to being short-staffed during part of the year. For FY 2020-21 the fiscal impact is estimated to be $2,200. The minimal increase is due to the structure of the salary schedule. A 2nd step Sergeant makes $2,200 annually more than a top step Officer. There will be increases in future years as the Sergeant moves up to 5th step gradually.

Fiscal Impacts

Table 1.5 below shows the impact on the General Fund balance beginning with the FY 2018-2019 audited numbers and incorporating all changes.

Table 1.5

General Fund - Fund Balance Changes	Unappropiated	Economic Uncertainty	Pension Trust	Totals
6/30/19 Audited Balances	1,446,942	525,000	150,018	2,121,960
Previous Fund Balance Allocations	(1,366,942)	1,216,942	150,000	
Use of Economic Uncertainty Reserve	(80,000)	(93,760)		(173,760)
6/30/20 Estimated Fund Balance	0	1,648,182	300,018	1,948,200

At June 30, 2020 the Economic Uncertainty Reserve is estimated to be $1,648,182 which is 34% of the General Fund revenue. In addition, the Section 115 Pension Trust will be approximately $300,018.

Recommended Action

Receive the Mid-Year Budget Review and approve the Mid-Year Budget Amendment appropriating an additional $87,950 and the changes in the Position Control List.

ATTACHMENTS:

- Resolution 2020-01 City of Del Rey Oaks Proposed Mid-Year Budget Amendment for FY 2019-2020
- Resolution 2020-02 City of Del Rey Oaks Position Control list for FY 2019-2020

Respectfully submitted,

_____

Dino Pick
City Manager

RESOLUTION 2020-01

City of Del Rey Oaks

Mid-Year Budget Amendment

FY 2019-2020

		Prior Year Current Period Actual	Current Period Actual	Total Budget	Percent Used	Revised Budget	Increase (Decrease)
Revenue							
Property Taxes							
P/T-Secured	41110	250,527	267,994	440,000	60.91%	440,000	-
P/T-Unsecured	41120	16,663	17,797	16,700	106.57%	16,700	-
P/T-Prior Secured	41130	4,363	3,470	5,000	69.40%	5,000	-
Prior Unsecured	41140	192	-	100	0.00%	100	-
P/T-Unitary Tax	41150	4,114	4,082	8,200	49.78%	8,200	-
P/T-Sb813	41160	5,887	4,412	9,400	46.93%	9,400	-
Property Tax - Vlf	41170	78,404	72,543	150,000	48.36%	150,000	-
P/T-Int/Penal	41180	394	726	700	103.78%	700	-
Total Property Taxes		360,544	371,024	630,100	58.88%	630,100	-
Other Taxes							
Sales Tax	42210	220,657	190,638	430,000	44.33%	430,000	-
Sales Tax - Add On	42220	440,811	460,641	800,000	57.58%	800,000	-
Cannabis Tax	42222	407,719	314,841	850,000	37.04%	725,000	(125,000.00)
Transient Occupancy Tax	42230	-	23,324	5,000	466.48%	40,000	35,000.00
Property Transfer Tax	42250	4,576	6,118	8,600	71.14%	10,000	1,400.00
Sewer Impact	42290	-	15,488	14,300	108.31%	15,400	1,100.00
Gas Franchises	42761	-	-	5,500	0.00%	5,500	-
Electric Franchises	42762	-	-	17,500	0.00%	17,500	-
Garbage Franchises	42763	50,367	47,158	86,500	54.52%	86,500	-
Cable Tv Franchises	42764	13,021	12,828	20,500	62.58%	20,500	-
Water Franchises	42765	-	-	16,000	0.00%	16,000	-
Total Other Taxes		1,137,152	1,071,037	2,253,900	47.52%	2,166,400	
Licenses and Permits							-
Business Licenses	42310	184,476	209,752	200,000	104.88%	210,000	10,000.00
SB1473 Evironmental Assessment Fee	43312	15	30	100	30.26%	100	-
Building Permits	43320	7,061	20,626	10,000	206.26%	30,000	20,000.00
Cannabis Business Permit	43325	27,674	-	42,500	0.00%	42,500	-
Plan Check Fees	43330	1,666	11,265	5,000	225.29%	15,000	10,000.00
Street Opening Permits Fees	43340	2,398	2,400	4,300	55.81%	4,300	-
Plumbing Permits	43350	250	875	1,200	72.92%	1,200	-
Electrical Permits	43360	500	500	1,000	50.00%	1,000	-
Other Licenses/Permits	43390	829	200	1,000	20.00%	1,000	-
Total Licenses and Permits		224,869	245,648	265,100	92.66%	305,100	
Reimbursements							-
Sb1186 Disability Access Fund	43311	802	820	900	91.11%	900	-
Total Reimbursements		802	820	900	91.11%	900	-
Fines and Forfeitures							-
Fines & Forfeitures	45000	-	260	-	0.00%	-	-
Vehicle Code Fines	45510	3,233	8,561	10,000	85.61%	13,000	3,000.00
Total Fines and Forfeitures		3,233	8,821	10,000	88.21%	13,000	
Other							-
Interest Earned	46100	163	17,099	900	1899.86%	30,000	29,100.00
HOPTR	47130	334	325	1,500	21.69%	1,500	-
Vehicle License Collection	47140	250	-	900	0.00%	900	-
Prop 172	47750	5,951	6,364	14,700	43.29%	14,700	-
Traffic Congestion Relief-Ab438	47770	-	-	1,000	0.00%	1,000	-
Total Other		6,698	23,788	19,000	125.20%	48,100	
Grants							-
COP Grant	47240	98,747	105,948	100,000	105.95%	155,000	55,000.00
Grants - Wellness	47760	-	-	7,500	0.00%	7,500	-
FORA Caretaker Grant	47767	52,727	50,000	179,000	27.93%	143,750	(35,250.00)
Police Grants Other Agencies	47780	-	-	12,500	0.00%	12,500	-
Total Grants		151,474	155,948	299,000	52.16%	318,750	
Current Services							-
Police Reports	48210	490	3,839	1,000	383.94%	1,000	-
Police Services	48211	63,235	4,356	5,000	87.12%	5,000	-
Public Events	48212	-	35,159	40,500	86.81%	40,500	-
Airport Police Services	48220	256,513	538,469	1,124,800	47.87%	1,124,800	-
Use Permits	48805	23,345	17,055	33,000	51.68%	33,000	-
Maps/Publications	48810	90	3	300	1.00%	300	-
Property Inspections	48825	2,250	2,550	3,500	72.86%	3,500	-
Miscellaneous Services	48840	5,356	10,235	20,000	51.17%	20,000	-
Donation - Other Non-Pd	48844	4,000	-	-	0.00%	-	-
Total Current Services		355,279	611,666	1,228,100	49.81%	1,228,100	-

City of Del Rey Oaks
Mid-Year Budget Amendment
FY 2019-2020

		Prior Year Current Period Actual	Current Period Actual	Total Budget	Percent Used	Revised Budget	Increase (Decrease)
Parks and Recreation							-
Park Rental	48910	2,823	2,402	8,000	30.03%	8,000	-
Rental City Facilities	48920	23,130	11,495	35,000	32.84%	35,000	-
Total Parks and Recreation		25,953	13,897	43,000	32.32%	43,000	-
Other Financing Sources							-
Rental Income Garden Center	46815	6,250	15,000	60,000	25.00%	56,000	(4,000.00)
Total Other Financing Sources		6,250	15,000	60,000	25.00%	56,000	
Total Revenue		2,303,263	2,519,754	4,809,100	52.40%	4,809,450	**350.00**
Expense							
Payroll and Benefits							
Payroll	61105	687,333	627,487	1,391,400	45.10%	1,329,400	(62,000.00)
Temp Payroll	61107	-	7,350	20,000	36.75%	20,000	-
Overtime	61110	45,161	67,692	108,000	62.68%	133,000	25,000.00
Council Member Stipend	61115	3,780	-	7,500	0.00%	7,500	-
Reserves Payroll	61120	26,883	36,030	40,000	90.08%	58,000	18,000.00
PERS Unfunded Liability (UAL)	61124					164,100	164,100.00
PERS Retirement	61125	166,159	134,709	309,700	43.50%	145,600	(164,100.00)
PERS 457 Expense	61126	-	9,456	-		-	-
Dental Expense CC	61127	-	1,525	12,000	12.71%	12,000	-
Medicare	61130	9,078	10,845	20,510	52.88%	20,510	-
Dental Expense	61135	16,574	12,826	33,000	38.87%	33,000	-
Health Ins	61140	95,500	162,088	325,700	49.77%	325,700	-
Vision Ins	61145	963	512	4,500	11.37%	4,500	-
Workers Comp	61150	104,225	100,000	326,100	30.67%	289,400	(36,700.00)
Wellness Program	61155	2,325	2,197	7,500	29.30%	7,500	-
Uniform Allowance	61160	3,500	2,500	11,000	22.73%	11,000	-
Admin Leave	61175	-	5,971	-	0.00%	-	-
Auto Allowance	61180	-	2,475	5,400	45.83%	5,400	-
Total Payroll and Benefits		1,161,482	1,183,664	2,622,310	45.14%	2,566,610	
Payroll Expense							
Payroll Expense	62310	22,774	2,285	3,500	65.27%	3,500	-
Total Payroll Expense		22,774	2,285	3,500	65.27%	3,500	-
Bank Service Charges							-
Bank Service Charges	62320	3,109	299	5,000	5.97%	1,000	(4,000.00)
Total Bank Service Charges		3,109	299	5,000	5.97%	1,000	
Supplies							
Materials/Supply	62410	24,689	28,956	69,700	41.54%	62,700	(7,000.00)
Ammunition	62420	2,127	-	7,000	0.00%	7,000	-
Office Supplies	62430	10,452	7,867	23,300	33.76%	18,300	(5,000.00)
Accounting Software	62431	6,200	-	6,200	0.00%	3,200	(3,000.00)
MuniCode Updates	62432	922	-	-	0.00%	-	-
Special Supply Police	62440	27,889	12,850	46,700	27.52%	53,700	7,000.00
Total Supplies		72,279	49,673	152,900	32.49%	144,900	
Utilites and Services							
Repair/Maintenance	63505	47,574	54,117	87,000	62.20%	87,000	-
Street Sweeping	63510	3,912	1,847	16,000	11.55%	14,000	(2,000.00)
Gabilan Crew	63515	446	-	10,000	0.00%	5,000	(5,000.00)
Utilities/Pge	63520	7,682	6,092	13,000	46.86%	13,000	-
Utilities/Water	63525	2,938	3,157	6,500	48.57%	6,500	-
Telephone / Internet	63530	12,147	10,055	19,100	52.64%	19,100	-
Website Design & Maintenance	63535	1,020	703	4,700	14.96%	2,700	(2,000.00)
Postage / Shipping	63540	1,732	1,940	2,900	66.88%	2,900	-
Total Utilites and Services		77,451	77,911	159,200	48.94%	150,200	
Other Services							-
Muni Code Service	64320	-	-	2,000	0.00%	2,000	-
Personnel Recruit & Pre-Employment	64545	15,621	123	7,000	1.76%	7,000	-
Police Safety Equipment Lease	62460	-	16,478	-		16,500	16,500.00
Member/Dues/Contributions	64550	42,620	40,601	48,500	83.71%	48,500	-
Ad/Promotion City Cncl	64555	-	375	1,200	0.00%	1,200	-
Legal Advert	64560	2,827	-	8,200	0.00%	6,200	(2,000.00)
Books and Periodicals	64565	695	617	1,900	32.49%	1,900	-
Strategic Planning	64570	70	5,420	15,000	36.14%	10,000	(5,000.00)
Misc Expenses	64580	-	871	-	0.00%	-	-
Election Cost	64588	-	133	5,000	2.65%	5,000	-
Total Other Services		61,834	64,617	88,800	72.77%	98,300	

City of Del Rey Oaks
Mid-Year Budget Amendment
FY 2019-2020

		Prior Year Current Period Actual	Current Period Actual	Total Budget	Percent Used	Revised Budget	Increase (Decrease)
Outside Services							
Training Police	63605	7,607	23,598	41,600	56.73%	46,600	5,000.00
Other Permits Pw/Engnr	63610	-	-	1,700	0.00%	1,200	(500.00)
Liability/Prop Non-Dpt	63620	32,121	47,758	71,400	66.89%	71,400	-
Contractual Services - Audit	63625	15,250	28,400	30,250	93.88%	30,250	-
Contactual Services - IT	63635	2,790	7,298	10,000	72.98%	10,000	-
Contractual Services - Planning	63640	33,016	155,850	135,000	115.44%	215,000	80,000.00
Contractual Services - Cop	63641	27,716	-	-	0.00%	-	-
Contractural Services - Pw	63644	19,792	-	-	0.00%	-	-
Contractual Services - Accounting	63645	26,701	22,883	35,000	65.38%	35,000	-
Contractual Services - Legal	63650	34,150	60,662	100,000	60.66%	150,000	50,000.00
Contractual Services - Project Manager	63653			-		50,000	50,000.00
Contractual Services - HR Services	63652		9,115	20,000	45.58%	20,000	-
Janitorial Fund	63660	1,950	2,025	4,000	50.63%	4,000	-
Radio Dispatch Police	63665	(4,454)	-	76,000	0.00%	76,000	-
Comm Hum Serv Non-Dept	63670	3,800	-	4,000	0.00%	4,000	-
Total Outside Services		200,439	357,589	528,950	67.60%	713,450	
Auto Ops							-
Auto Ops - Supplies / Equip	62710	979	9,330	27,500	33.93%	22,500	(5,000.00)
Auto Ops - Fuel	62720	19,440	14,597	39,000	37.43%	30,000	(9,000.00)
Auto Repair/Maintenance	63730	2,932	3,356	35,000	9.59%	20,000	(15,000.00)
Auto Lease Payments-Principal	65740	4,935	-	-	0.00%	-	-
Auto Lease Payments-Interest	65741	477	-	-	0.00%	-	-
Interest Expense	65971	-	6,558	-	0.00%	-	-
Auto Replacement	66735	87,255	89,412	89,500	99.90%	89,500	-
Total Auto Ops		116,018	123,253	191,000	64.53%	162,000	
Police and Fire							
Fire Seaside	63810	48,750	50,213	200,850	25.00%	200,850	-
Animal Regulation Fire	63820	800	320	1,600	20.00%	1,600	-
Fund Jail & Prisoner	63830	-	-	100	0.00%	100	-
Acjis System Police	63840	5,152	-	7,000	0.00%	7,000	-
Total Police and Fire		54,702	50,533	209,550	24.11%	209,550	-
Street Lighting and Storm Water							-
Street Lighting	63910	9,384	5,732	15,000	38.21%	15,000	-
Storm Water Project - Phase 4	64920	8,285	5,742	35,500	16.17%	35,500	-
S.M.I.P.	64930	44	122	200	60.91%	200	-
Sb 1473	64940	34	37	100	36.70%	100	-
Total Street Lighting and Storm Water		17,747	11,632	50,800	22.90%	50,800	-
Capital Improvement							-
Slurry Seal Project	63955	244,953	111,666	200,000	55.83%	200,000	-
City Hall Solar Panels	63955			80,000		80,000	-
South Boundary Rd Sewer Design	63955			50,000		50,000	-
Total Capital Improvement		244,953	111,666	330,000	33.84%	330,000	-
Debt Service							-
Principal - FORA Loan	65101	-	428,576	552,900	77.51%	552,900	-
Total Debt Service		-	428,576	552,900		552,900	-
Total Expense		2,032,791	2,461,696	4,894,910	50.29%	4,983,210	**88,300.00**
Net Income		270,472	58,058	(85,810)	96.20%	(173,760)	**(87,950.00)**

NOW THEREFORE be it resolved that the City Council of the City of Del Rey Oaks authorizes the appropriation of an additional $87,950 and allocates said funds as described in this resolution.

PASSED AND ADOPTED at a regular meeting of the Del Rey Oaks City Council duly held on February 25, 2020 by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

Approve:

Alison Kerr, Mayor

Attest:

Danial D. Pick, City Clerk

RESOLUTION NO. 2020-02

A RESOLUTION OF THE CITY OF DEL REY OAKS ESTABLISHING A POSITION CONTROL LIST FOR THE FISCAL YEAR 2019-2020

-oOo-

	Actual	Revised Actual
Position	2019-20	2019-20
City Manager	1.00	1.00
Assistant to the City Manager/Deputy City Clerk	1.00	1.00
Deputy City Clerk	1.00	1.00
Administrative Assistant	.5	.5
Chief of Police	1.00	1.00
Commander	1.00	1.00
Sergeant	2.00	3.00
Police Officer	7.00	6.00
Maintenance - Frozen	1.00	1.00
Total Positions	**15.50**	**15.50**

PASSED AND ADOPTED at a regular meeting of the Del Rey Oaks City Council duly held on February 25, 2020, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

_____
Alison Kerr, Mayor

ATTEST:

_____
Danial D. Pick, City Clerk

CITY OF DEL REY OAKS
STAFF REPORT

DATE: February 25, 2020

TO: Honorable Mayor and City Council

FROM: Danial D. Pick, City Manager

SUBJECT: Award of Contract for 2020 Slurry Seal Project (Capital Improvement Program)

CEQA: This action is exempt from California Environmental Quality Act (CEQA) review pursuant to CEQA Guidelines section 15301 as it involves the repair, maintenance or minor alteration of existing facilities involving no expansion of the use beyond that presently existing.

RECOMMENDATION

Approve award of a street slurry seal contract to Bond Blacktop in the amount of $113,240, authorize the City Manager to sign the contract, and authorize the City Manager to expend up to 15% ($17,000) in addition for unforeseen contingencies, estimated City Engineer's project administration cost of approximately $5,000, and estimated cost of preparation work to remove tree roots and patch cracks and potholes of approximately $10,000 for a total authorization of $145,240.

BACKGROUND

Like many municipalities State-wide, the City of Del Rey Oaks' streets are in need of maintenance. The cost to maintain a street increases dramatically after a certain point in the pavement's life. The City's approach is to maximize the limited funds allocated to extend the life of as many streets as possible. The majority of the streets were done in 2019 with the remainder scheduled for 2020. County Measure X and State Senate Bill 1(the Road Repair and Accountability Act of 2017), has brought much needed revenue to address the remainder of deferred street maintenance with any overage being paid for with cannabis tax revenue.

Council approved a Capital Improvement Program (CIP) project in the 2019-2020 budget for street slurry to finish the deferred maintenance of our streets. The City Engineer conducted a Pavement Condition Assessment to classify all City streets. Council approved the City Engineer's recommendation for scope of work, which consists of:

Cul-du-sacs along Angelus Way
- Arlington Place
- Avalon Place
- Altura Place
- Arbor Place
- Adair Place

Rosita Road from Canyon Del Rey to Angelus Way
Portola Drive from Fremont Street to Setter Place
Canyon Street from Canyon Del Rey to Portola Drive
Brae Place
Los Encinos Drive

Work Ave from Canyon Del Rey to Saucito Avenue

SUMMARY AND DISCUSSION

City staff placed a call for bids in accordance with the City of Del Rey Oaks Purchasing Ordinance based on the Council approved scope of work. The call for bids was published twice in local publications. The City received Bids were opened for the City of Del Rey Oaks 2020 Slurry Seal Project on February 13, 2020. 4 bids were received from the following Contractors, listed in ascending order below:

Contractor	
Bond Blacktop, Union City	$113,240
Dryco Construction, Fremont	$123,327
VSS International, Sacramento	$130,120
American Asphalt	$130,540

The City Engineer's estimate for the slurry seal project was $176,375.

The bid proposals were reviewed for mathematical accuracy, bid bond, and other proposal requirements. All proposals were in order and considered responsive bids. A copy of the Tabulation of Bids is enclosed. Staff recommends the contract be awarded to the low bidder, Bond Blacktop. Pending Council approval, staff expects construction to begin in April or May of 2020.

Staff estimates the City Engineer's project administration cost to be approximately $5,000. Staff estimates preparation work to remove tree roots and patch cracks and potholes to cost approximately $10,000.

FISCAL IMPACT

The fiscal impact of this action is $145,240. All costs will be paid from the $200,000 appropriated by Council for a street slurry project in the 2019-2020 budget.

ATTACHMENT(S)

1. Memorandum from City Engineer (Neill Engineers) concerning 2020 Slurry Seal Project
2. Tabulated Results Spreadsheet
3. Bond Blacktop RFP Submission
4. Agreement for 2020 Slurry Seal Project

Respectfully Submitted,

_____

Danial Pick
City Manager

NEILL ENGINEERS Corp.

SHERMAN W. LOW, R.C.E.
GARY W. WHITE, P.L.S.

GILBERT M. NEILL, R.C.E.

SUBDIVISIONS, LAND PLANNING
WATER SUPPLY, SANITATION,
SURVEYING, AIRPORTS
MUNICIPALITIES

CONSULTING ENGINEERS
MISSION and FIFTH—BOX LL
CARMEL, CALIFORNIA 93921
(831) 624-2110
FAX: (831) 624-3693

February 14, 2020

Mr. Dino Pick, City Manager
City of Del Rey Oaks
650 Canyon Del Rey
Del Rey Oaks, CA 93940

Re: 2020 Slurry Seal Project

Dear Mr. Pick,

Bids were opened for the City of Del Rey Oaks 2020 Slurry Seal Project on February 13, 2020.

Four bids were received from the following Contractors, listed in ascending order below:

Contractor	
Bond Blacktop, Union City	$113,240.00
Dryco Construction, Fremont	$123,327.00
Valley Slurry Seal International, W. Sacramento	$130,120.00
American Asphalt, Hayward	$130,540.00
Engineer's Estimate	$176,375.00

The bid proposals were reviewed for mathematical accuracy, bid bond, and other proposal requirements. All proposals were in order; and are considered responsive bids. A copy of the Tabulation of Bids is enclosed.

We recommend that the contract be awarded to the low bidder, Bond Blacktop. They are the same Contractor who performed the work for the City's previous slurry seal project in 2018.

Very truly yours,

Sherman W. Low

Sherman W. Low, PE
City Engineer

w/enclosures

Owner: CITY OF DEL REY OAKS

Project: 2020 SLURRY SEAL PROJECT

TABULATION OF BIDS

Engineer: NEILL ENGINEERS CORP., Carmel, CA

Bid Opening: Thursday, February 13, 2020

				ENGINEER'S ESTIMATE		BOND BLACKTOP		DRYCO CONSTRUCTION		VSS INTERNATIONAL		AMERICAN ASPHALT REPAIR & RESURFACING	
#	Description	Quantity	Unit	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount
1	Crack Seal (11 Street Segments)	1	LS	$20,000.00	$20,000.00	$14,400.00	$14,400.00	$6,000.00	$6,000.00	$15,822.00	$15,822.00	$18,180.00	$18,180.00
2	Striping & Markings Removal (11 Street Segments)	1	LS	$10,000.00	$10,000.00	$6,150.00	$6,150.00	$5,885.00	$5,885.00	$8,816.00	$8,816.00	$7,450.00	$7,450.00
3	Type II Slurry Seal	305,500	SF	$0.44	$134,420.00	$0.28	$85,540.00	$0.34	$103,870.00	$0.32	$97,760.00	$0.32	$97,760.00
4	Standard Crosswalk, First Coat (1-white, 1-yellow)	2	EA	$750.00	$1,500.00	$700.000	$1,400.00	$742.000	$1,484.00	$756.000	$1,512.00	$700.000	$1,400.00
5	Stop Bar, First Coat	8	EA	$175.00	$1,400.00	$150.00	$1,200.00	$159.00	$1,272.00	$162.00	$1,296.00	$150.00	$1,200.00
6	"STOP" Legend, First Coat	8	EA	$185.00	$1,480.00	$165.00	$1,320.00	$175.00	$1,400.00	$178.20	$1,425.60	$165.00	$1,320.00
7	"25" Legend, First Coat	2	EA	$675.00	$1,350.00	$145.00	$290.00	$154.00	$308.00	$156.60	$313.20	$145.00	$290.00
8	Standard Crosswalk, Final Coat (1-white, 1-yellow)	2	EA	$675.00	$1,350.00	$400.00	$800.00	$424.00	$848.00	$432.00	$864.00	$400.00	$800.00
9	Stop Bar, Final Coat	8	EA	$150.00	$1,200.00	$90.00	$720.00	$95.00	$760.00	$97.20	$777.60	$90.00	$720.00
10	"STOP" Legend, Final Coat	8	EA	$175.00	$1,400.00	$90.00	$720.00	$95.00	$760.00	$97.20	$777.60	$90.00	$720.00
11	"25" Legend, Final Coat	2	EA	$650.00	$1,300.00	$80.00	$160.00	$85.00	$170.00	$86.40	$172.80	$80.00	$160.00
12	Re-fresh Stop Bar	3	EA	$150.00	$450.00	$90.00	$270.00	$95.00	$285.00	$97.20	$291.60	$90.00	$270.00
13	Re-fresh "STOP" Legend	3	EA	$175.00	$525.00	$90.00	$270.00	$95.00	$285.00	$97.20	$291.60	$90.00	$270.00
	TOTAL:				$176,375.00		$113,240.00		$123,327.00		$130,120.00		$130,540.00
							LOW BID						

WO: 8442

EXHIBIT A

CITY OF DEL REY OAKS
Monterey County, California

2020 SLURRY SEAL PROJECT

PROPOSAL FORMS

PROPOSAL TO THE CITY OF DEL REY OAKS, CALIFORNIA

2020 SLURRY SEAL PROJECT

NAME OF BIDDER Bond Blacktop, Inc.

BUSINESS ADDRESS 27607 Industrial Blvd, Hayward, CA 94545

PLACE OF RESIDENCE _____

GENERAL DESCRIPTION

The construction referred to herein is in the City of Del Rey Oaks, Monterey County, California, located on existing streets within the corporate limits of the City of Del Rey Oaks, and is to be constructed in accordance with the plans therefore, the Special Provisions, Technical Specifications, and the Contract annexed hereto and in accordance with the 2015 Standard Specifications of the State of California, Department of Transportation.

Said work to be done is shown in part upon a set of drawings consisting of 2 sheets entitled "2020 Slurry Seal Project", dated January 2020.

TO THE CITY COUNCIL:

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the City of Del Rey Oaks in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth and that he will take in full payment therefore the following unit prices, to wit:

CITY OF DEL REY OAKS
BIDDING SCHEDULE

2020 SLURRY SEAL PROJECT

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1.	Crack Seal (11 Street Segments)	Lump Sum	$ 14,400.00	$ 14,400.00
2.	Striping & Markings Removal (11 Street Segments)	Lump Sum	$ 6150.00	$ 6150.00
3.	Type II Slurry Seal	305,500 SF	$ 0.28	$ 85,540.00
4.	Standard Crosswalk, First Coat (1-white, 1-yellow)	2 Ea	$ 700.00	$ 1400.00
5.	Stop Bar, First Coat	8 Ea	$ 150.00	$ 1200.00
6.	"STOP" Legend, First Coat	8 Ea	$ 165.00	$ 1320.00
7.	"25" Legend, First Coat	2 Ea	$ 145.00	$ 290.00
8.	Standard Crosswalk, Final Coat (1-white, 1-yellow)	2 Ea	$ 400.00	$ 800.00
9.	Stop Bar, Final Coat	8 Ea	$ 90.00	$ 720.00
10.	"STOP" Legend, Final Coat	8 Ea	$ 90.00	$ 720.00
11.	"25" Legend, Final Coat	2 Ea	$ 80.00	$ 160.00
12.	Re-fresh Stop Bar	3 Ea	$ 90.00	$ 270.00
13.	Re-fresh "STOP" Legend	3 Ea	$ 90.00	$ 270.00
			TOTAL	$ 113,240.00

In case of discrepancy between the unit prices and the extended amounts, unit prices shall prevail.

The quantities as set forth under the foregoing items are approximate only. The undersigned agrees that these quantities may be increased or decreased, or the relative amounts of the various items varied, without claim for damage, or loss of anticipated profit.

The undersigned has examined the location of the proposed work and is familiar with the plans and specifications and the local conditions at the place where the work is to be done. The undersigned has checked all the above figures and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

The undersigned understands that the City reserves the right to reject any and all bids and to waive any informalities in bids received and may at its option make the award that in the judgment of the City is to the best interest of the City. Award of contract will be to the lowest responsible bidder.

It is agreed that this proposal may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof.

Enclosed herein is a (bidder's bond, certified check, cashier's check) for the sum of
10%
_____
_____dollars being not less than ten (10) percent of the total amount of this proposal and the undersigned agrees that, in case of his default in executing the contract and the necessary bonds after award and due notice thereof, the said check or bond and the money payable thereon shall become and remain the property of the City as liquidated damages without proof of actual loss.

Attached hereto is a true and correct statement of Contractor's Subcontractors proposed to be used on the proposed public work.

Licensed in accordance with an act providing for the registration of Contractor,
License No.: 746432
Name of Business: Bond Blacktop, Inc.
Full Legal Name of Licensee: Debbie Dillon

Organized as (check one)
___ Individual
___ Partnership
X Corporation
___ Other: Describe _____

SIGN HERE By _____
Name and Title
Debbie Dillon, President

BIDDER'S STATEMENT OF SUBCONTRACTORS

The undersigned submits herewith a list of subcontractors whom he proposes to employ on the work, with the proper firm name and business address of each.

Chrisp Company
Firm Name

Aaron Patton
Principal Name

43650 Osgood Rd, Fremont, CA 94539
Address

Striping / Striping removal
Portion of Work

Firm Name

Principal Name

Address

Portion of Work

Firm Name

Principal Name

Address

Portion of Work

Signed

Bond No.

BIDDER'S BOND

For: City of Del Rey Oaks
Monterey County, California

KNOW ALL MEN BY THESE PRESENTS,
THAT WE Bond Blacktop, Inc.
P.O. Box 616
Union City, CA 94587

AS PRINCIPAL, and

The Ohio Casualty Insurance Company
1340 Treat Blvd. Suite 400
Walnut Creek, CA 94597

AS SURETY,

are held and firmly bound unto the City of Del Rey Oaks, hereinafter called the City, in the penal sum of TEN PER CENT (10%) of the TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said principal to the City of Del Rey Oaks, Monterey County, California, for the work described below, for the payment of which sum in lawful money of the United States, as well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly an severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of ten percent (10%) of the total amount of the bid.

THE CONDITION OF THIS OBLIGATION IS SUCH

that whereas the Principal has submitted the above-mentioned bid to the City of Del Rey Oaks for certain construction specifically described as follows, for which the bids are to be opened at 650 Canyon Del Ray Blvd., Del Rey Oaks, CA 93940 California, on February 13, 2020, for 2020 Slurry Seal Project

(insert date of bid opening)

Various City of Del Rey Oaks Streets

(COPY HERE THE EXACT DESCRIPTION OF WORK INCLUDING LOCATION, AS IT APPEARS ON THE PROPOSAL)

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract in the prescribed form, in accordance with the bid, and files the two bonds with the City of Del Rey Oaks, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 7th day of February, 2020 A.D.

The Ohio Casualty Insurance Company

BY: _____

Jocelyn Y. Quirt,

Attorney-in-Fact

Bond Blacktop, Inc.

BY: _____

Debbie Dillon

President

Principal

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Calaveras)

On February 7, 2020 before me, A. Leonard, Notary Public
(insert name and title of the officer)

personally appeared Jocelyn Y. Quirt,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature A. Leonard (Seal)

A. LEONARD
Notary Public - California
Calaveras County
Commission # 2307963
My Comm. Expires Oct 6, 2023

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8201748-969762**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jocelyn Y. Quirt

all of the city of Valley Springs state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of August, 2019.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS ★ THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE ★ WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA ★

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of February, 2020.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS ★ THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE ★ WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA ★

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CITY OF DEL REY OAKS
AGREEMENT FOR 2020 SLURRY SEAL PROJECT

THIS AGREEMENT ("Agreement") is executed this 1st day of March, 2020, by and between the CITY OF DEL REY OAKS, a municipal corporation, (hereinafter "City"), and Bond Blacktop (hereinafter "Contractor "), each of which is referred to herein as a "party," and collectively referred to herein as the "parties".

RECITALS

WHEREAS, the City wishes to engage Contractor to perform the services required by this Agreement as City does not have the capability to perform such work; and

WHEREAS, Contractor is customarily engaged in the business of providing the services required herein and is willing to provide such services on the following terms and conditions; and

WHEREAS, Contractor represents it is specially trained, experienced, and competent to perform the services required by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

A. **Scope of Services**. Contractor agrees to provide to the City, as the scope of services under this Agreement, the following services: 2020 Slurry Seal Project . The scope of services are further described in: 1) "Base Bid" attached hereto as Exhibit "A"; 2) "Technical Specifications" Exhibit "B"; and 3) the Contractor's Response to RFP attached hereto as Exhibit "C." In case of any conflict between these documents, this Agreement shall take first precedence, Contractor's response shall take second precedence, the Special Provisions shall take third precedence, and the Technical Specification shall take fourth precedence.

B. **Amendment of Services**. The parties may make changes to the scope of services as defined in Section 1.A above. The parties shall agree in writing prior to commencement of any such changes.

2. COMPENSATION

A. **Total Fee**. The City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement $113,240. If the City determines the services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until the services have been satisfactorily performed.

B. **Invoicing**. Contractor shall submit written invoices to the City. Contractor's invoices shall include a brief description of services performed.

3. AGREEMENT TERM

A. **Term**. The work under this Agreement shall commence on _____.

B. **Timely Work**. Contractor shall perform all services in a timely fashion. Failure to perform shall be deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

4. INDEPENDENT CONTRACTOR

A. **Independent Contractor**.

i. Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture.

ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Contractor shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of services under this Agreement. In connection therewith, Contractor shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Contractor's failure to pay such taxes.

B. **Not an Agent of the City**. Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Contractor, or the employer of anyone working for or subcontracted by Contractor, and Contractor must not do anything that would result in anyone working for or subcontracted by Contractor being considered an employee of the City. Contractor is not, and must not claim to be, an agent of the City.

5. REPRESENTATIVES AND COMMUNICATIONS

A. **City's Representative**. The City appoints the individual named below as the City's contact person for the purposes of this Agreement.

Name: Danial Pick
Title: City Manager
Address: 650 Canyon Del Rey Blvd. Del Rey Oaks, CA 93940
Telephone: 831- 394-8511

B. **Contractor's Representative**. Contractor appoints the person named below as its contract person for the purposes of this Agreement.

Name: [Name]
Title: [Title]
Address: 27607 Industrial Blvd, Hayward, CA 94545
Telephone: (510) 783-9909

C. **Communications and Notices**. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Contractor hereby agrees to the following indemnification clause:

To the fullest extent permitted by law Contractor shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of experts, consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Contractor, anyone directly or indirectly employed by Contractor, or anyone Contractor controls (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the gross negligence or willful misconduct of such Indemnitee.

7. INSURANCE

Contractor shall submit and maintain in full force all insurance as described herein. Without altering or limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

B. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than $1,000,000 per occurrence.

C. Workers' Compensation Insurance. If Contractor employs others in the performance of this Agreement, Contractor shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of $1,000,000 per occurrence.

D. Other Insurance Requirements:

i. The City shall be a named additional insured on Contractor's policy.

ii. All insurance required under this Agreement must be written by an insurance company either:

1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;

or

2. an insurance company with a current A.M. Best rating of no less than A:VII.

iii. Prior to the start of work under this Agreement, Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Manager. Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information on the certificate then on file, including, without limitation, the amount of coverages or the term of coverages.

iv. Neither the insurance requirements hereunder, nor acceptance or approval of Contractor's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnity obligations under this Agreement.

v. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. PERFORMANCE STANDARDS

A. Contractor warrants that Contractor and Contractor's employees performing services under this Agreement are specially trained and experienced to perform the services described herein.

B. Contractor and its employees shall perform all services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professionals in similar fields. All services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

C. Contractor shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Contractor shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement, the RFP, or Contractor's Estimate.

D. Contractor agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City Manager or his or her designee shall perform an evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Contractor to review the quality of work and resolve the matters of concern.

9. CITY INFORMATION AND RESOURCES

A. **City Resources.** The City acknowledges that Contractor's ability to provide services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Contractor. To the extent that the City fails to provide City resources, Contractor shall not be liable for any resulting delay in services, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Contractor be entitled to extra compensation for same.

B. **Obligations of Contractor.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Contractor, and all responsibility related to performance of services shall be and remain with Contractor.

10. OWNERSHIP AND USE OF MATERIALS

A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Contractor under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Contractor or another party may have physical possession of them or a portion thereof. Contractor hereby waives, in favor of the City, any moral rights Contractor, its employees, vendors, successors or assignees may have in the Materials. Contractor agrees that all copyrights, which arise from creation of the work or services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.

B. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Contractor to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Contractor requesting delivery by Contractor to the City of all or any part of the Materials in which event Contractor shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

11. DISPUTE RESOLUTION

The City Manager and Contractor shall make reasonable efforts to resolve any dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations.

If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days either party may, by notice to the other party, submit the dispute for formal mediation to a mediator selected mutually by the parties. The cost of the mediation

(including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the Monterey County.

Should either party not be satisfied with the outcome of the mediation, the matter may be submitted to a court of competent jurisdiction.

All claims by Contractor against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6).

12. TERMINATION OF AGREEMENT

A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Contractor defaults or fails to deliver the services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, and may be issued without any prior notice. Without limitation, Contractor is in default of its obligations contained in this Agreement if Contractor:

i. Fails to perform the required services within the term and/or in the manner provided under this Agreement;
ii. Fails to observe or comply with the City's reasonable instructions;
iii. Otherwise violates any provision of this Agreement.

13. LEGAL ACTION / VENUE

Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.

14. MISCELLANEOUS PROVISIONS

A. **Non-discrimination**. During the performance of this Agreement, Contractor shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Contractor's employment practices or in the furnishing of services to recipients.

B. **Acceptance of Services Not a Release**. Acceptance by the City of services to be performed under this Agreement does not operate as a release of Contractor from professional responsibility for the services performed.

C. **Headings**. The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.

D. **Entire Agreement**. This Agreement, including the Exhibits attached hereto, constitute the entire agreement between the parties hereto with respect to the terms, conditions, and services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

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

F. **Multiple Copies of Agreement**. Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.

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

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

I. **Non-exclusive Agreement**. This Agreement is non-exclusive and both the City and Contractor expressly reserve the right to enter into agreements with other Contractors for the same or similar services, or may have its own employees perform the same or similar services.

J. **Assignment of Interest**. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

K. **Laws**. Contractor agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Del Rey Oaks.

L. **Exhibits**. The following Exhibits are incorporated herein by reference as if fully set forth: Exhibit A, Contractor's Response to RFP; Exhibit B, Special Provisions; Exhibit C, Technical Specifications; Exhibit D, Proposal Form; Exhibit E, Bidder's Bond; Exhibit F, Faithful Performance Bond; and Exhibit G, Material and Labor Bond.

IN WITNESS WHEREOF, the parties enter into this Agreement on the day and year first above written in Del Rey Oaks, California.

CITY OF DEL REY OAKS	CONTRACTOR
_____	_____
Danial Pick, City Manager	[Name] [Title]
_____	_____
Date	Date

food bank FOR monterey county

RECEIVED
FEB 20 2020
CITY OF DEL REY OAKS
CITY CLERK

February 3, 2020

Dear Friends at The City of Del Rey Oaks,

Thank you for participating in the Food Bank for Monterey County's 2019 Holiday Food Drive. The generosity of 330 community merchants, businesses, schools, faith communities, including 25 fire departments, police departments and city halls and others who welcomed our volunteers and helped fill the barrels, made this year's Food Drive especially meaningful. Together we collected over **90,000** pounds of food! Thank you!

We are fortunate to have assistance from a caring and dedicated community that is committed to assisting us in the elimination of hunger in Monterey County.

Obtaining enough food is a daily struggle for thousands of families in Monterey County. Being undernourished is devastating and particularly hard on children and seniors. Your kindness and generosity will allow the Food Bank for Monterey County to continue providing food assistance to needy members of the community throughout the year.

If you and your colleagues would like to learn more about the Food Bank for Monterey County, please consider visiting the Food Bank for a tour of the warehouse, to learn about the Food Bank's programs, and to discuss how we can address hunger in Monterey County.

Please contact Stephanie Robles, our Community Partnership Coordinator, to arrange a visit. Stephanie's email is srobles@food4hungry.org and the office phone number is (831) 758-1523.

Thank you so very much for your support!

Sincerely,

Melissa Kendrick
Executive Director

353 West Rossi Street, Salinas, CA 93907 • (831) 758-1523 • FoodBankForMontereyCounty.org