



CITY OF DEL REY OAKS

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

REGULAR CITY COUNCIL MEETING AGENDA OF THE CITY OF DEL REY OAKS CITY COUNCIL TUESDAY, DECEMBER 19, 2023 AT 6:00 PM

Del Rey Oaks City Hall is inviting you to an **IN-PERSON MEETING AT CITY HALL**

PLEASE NOTE THIS WILL BE LIVE STREAMED FOR VIEWING ONLY
YOU WILL NOT BE ABLE TO MAKE PUBLIC COMMENTS ON ZOOM

Join Zoom Meeting

<https://us02web.zoom.us/j/88238320493>

- 1. ROLL CALL - Council**
- 2. PLEDGE OF ALLEGIANCE**
- 3. 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.**
- 4. CONSENT AGENDA:**
 - A. MINUTES: (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)**
 - [1.](#) November 14, 2023, Regular City Council Meeting
 - [2.](#) November 8, 2023, Regular Planning Commission Meeting
 - B. MONTHLY REPORTS: (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)**
 - [1.](#) Financials November 2022 - November 2023
 - [2.](#) Fire Department Response Report, November 2023
 - [3.](#) Police Activity Report, November 2023

C. MISCELLANEOUS: (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)

- 1.** Approval of 2024 Regional Agencies Boards & Committees Representatives Appointment List
- 2.** Approval of the 2024 City Meeting Calendar
- 3.** Approval of Appointment of Councilmember John Uy as Vice Mayor for the 2024 calendar year
- 4.** Consider a Contribution of \$2,500 to the Monterey County Business Council as part of a Regional Local Match for the MCBC to host the Small Business Development Center
- 5.** Authorize the Establishment of a Deputy City Clerk/Permit Clerk Position in the Fiscal Year 2023-24 Budget

5. OLD BUSINESS: None

6. NEW BUSINESS:

- A.** Adopt Resolution 2023-22 to Approve Professional Services Agreements with Whitson Engineers and Denise Duffy & Associates for Engineering and Environmental Services for the South Boundary Road Realignment and General Jim Moore Blvd. Intersection Project
- B.** First Reading of Tobacco Retailer License Ordinance and Smoke Free Public Place Ordinance

7. STAFF REPORTS:

- A.** Council Reports

8. CORRESPONDENCE:

- B.** TAMC Highlights
MST Highlights

9. NEXT MEETING DATE:

10. ADJOURNMENT

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

City of Del Rey Oaks

**City Hall
650 Canyon Del Rey Blvd
Del Rey Oaks, CA 93940**



Action Minutes

Tuesday November 14, 2023 - 6:00 PM

City Council – Regular Meeting

Del Rey Oaks City Council

**Scott Donaldson – Mayor
Kim Shirley – Vice Mayor
Jeremy Hallock – Councilmember
John Uy – Councilmember
Bill Ragsdale-Cronin - Councilmember**

6:00 PM – Called to Order:

The meeting was called to order by Mayor Donaldson.

Roll Call:

Present: Mayor Donaldson, Councilmember Shirley, Councilmember Hallock, Councilmember Ragsdale-Cronin and Councilmember Uy.

Absent: None

Also Present: City Manager Guertin, Chief Bourquin, City Attorney Lorca, and City Clerk Minami

Pledge of Allegiance:

Mayor Donaldson led the Pledge of Allegiance

Public Comment: None

PUBLIC COMMENT IS CLOSED

CONSENT AGENDA:

Action Items

A. MINUTES: (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)

- 1. October 18, 2023 Special City Council Meeting Minutes
- 2. October 24, 2023 Regular City Council Meeting Minutes
- 3. October 11, 2023 Regular Planning Commission Meeting Minutes

B. MONTHLY REPORTS: (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)

- 1. Financials, October 2023
- 2. Fire Department Response Report, October 2023
- 3. Police Activity Report, October 2023

C. MISCELLANEOUS: (CEQA: as to all, not a project per Guidelines Article 20, Section 15378) None

A motion was made by **Council Member Hallock**, seconded by **Vice Mayor Shirley** to approve the consent agenda item as presented.

Motion passes unanimously 5-0

NEW BUSINESS:

- A. Receive a presentation from City Planner Denise Duffy and Associates on the State of California Department of Housing and Community Development’s comment on the City’s 6th Cycle Housing element draft and consider revisions. Denise Duffy is ill. John Guertin and Troy Lawson take questions and comments from the City Council.

City Manager Guertin: Shared the slide show and explained the progress, timeline, and HCD’s comments. Standard checklist that HCD follows. Will need modification to the ADU ordinance. There are fines if we miss December 15th deadline. A lot of opportunity to make comments and ask questions, with all of the meetings we have had in the last year. The next meeting will be the final meeting for comments.

Council Member Uy: Wants to incorporate Blue Zone.

City Manager Guertin: Being able to afford being housing is a key to healthy living.

Vice Mayor Shirley: When does K1 and K2 sites become “needed”. Affirmative action and integrated affordable housing.

Troy Lawson: Better transportation with mixed community opportunities.

City Manager Guertin: Other issues to prepare K1 and K2 sites, beyond water and then it will be rezoned.

Mayor Donaldson: Thanks everyone for the hard work.

Council Member Uy: There are ways to apply for federal funding.

Mayor Donaldson: We have REAP funding.

Public Comment:

Mike Obrien: Too expensive, will this fall on city and taxpayers like 20 year ago. The county will take us and we will be bankrupt.

PUBLIC COMMENT IS CLOSED

City Manager Report: Storm session is coming, reminds folk about storm drainage to clear. Great job by Ron and Gab. Crew for fire fuel reduction project

NEXT MEETING DATE: Tuesday, December 19, 2023 at 6:00pm

ADJOURNMENT: 6:55pm

Attest:

Date:

City of Del Rey Oaks

**City Hall
650 Canyon Del Rey Blvd
Del Rey Oaks, CA 93940**



Action Minutes

Wednesday, November 8, 2023 - 6:00 PM

Planning Commission – Regular Meeting

Del Rey Oaks Planning Commission

Mike Hayworth – Chair

Denise Wood – Vice Chair

George Jaksha – Commissioner

Gary Kreeger – Commissioner

Louise Goetzelt - Commissioner

Ann Ahmadi – Commissioner

Celine Pinet - Commissioner

6:00PM – Called to Order:

The meeting was called to order by Chair Hayworth.

Roll Call:

Present: Chair Hayworth, Commissioner Jaksha, Commissioner Amadi, and Commissioner Goetzelt, Commissioner Kreeger, Commissioner Pinet, Vice Chair Wood.

Staff Present:

City Manager Guertin and City Clerk Minami

Pledge of Allegiance:

Chair Hayworth led the Pledge of Allegiance.

Consent Agenda:

A. Adopt October 11, 2023, Planning Commission Meeting Minutes

A motion to approve was made by Commissioner Goetzelt and seconded by Commissioner Pinet. Minutes were approved 7-0

Public Comment: None

Reports:

The Building Activity Report was accepted unanimously.

Old Business:

None

New Business:

- A. Planning Commission will receive presentation on State of California Department of Housing and Community Development Comments on 6th Cycle Housing Element draft and consider revisions. Denise Duffy and Associates

Denise Duffy shared a detailed slide show and took questions and comments from Planning Commissioners, while reviewing the timeline and progress of the comments from HCD. Information item only, no action was taken.

Public Comment: None

Announcements:

Commissioner Kreeger: Reminds all about Holiday function on Dec. 2nd.

Next Meeting Date: Wednesday, December 13, 2023 at 6pm

Adjournment:

6:40 pm

Attest:

Date:



CITY OF DEL REY OAKS

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

Staff Report

General Fund

DATE: December 19, 2023

TO: Honorable Mayor and Members of the City Council

FROM: John Guertin, City Manager

SUBJECT: Receive November 2023 Financial Reports

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

Consideration

Receive financial reports for the month of November 2023.

Background

The City Council routinely receives financial reports for the previous month.

Summary & Discussion

Attached are the November financial reports.

- November 2023 Cash Balances – The report shows where the City’s funds are invested. The City continue to have a healthy cash balance \$12,894,865 of which \$4,247,276 are unrestricted.
- November 2023 Checks Issued Register –This is a listing of all the payments issued during the month. The total checks issued of \$179,411.
- November 2023 General Fund Summary – This is a one-page summary of the General Fund, the City’s main operating fund. For the month of November, the General Fund shows revenue of \$359,226. As of 11/30/2023 the General Fund shows an operating deficit of \$82,621. At 41.67% of the year (5 months) the revenues are slightly lower at 37.42% and the expenditures are at 39.18% of the budget. The Property Taxes at 16.3% of the budget are received only twice a year, December and April.
- November 2023 YTD Budget v. Actual Detail – This report shows the line-item detail for all revenues and expenditures by fund and department.

Fiscal Impacts

None. This is informational only.

Recommendation

Staff recommends receiving the reports.

ATTACHMENTS:

- November 2023 Cash and Investment
- November 2023 Checks Register
- November 2023 General Fund Summary
- November 2023 YTD Budget v. Actual Detail

Respectfully Submitted,

John Guertin
City Manager

**City of Del Rey Oaks
Summary of Cash & Investments
As of 11/30/2023**

Accounts

Unrestricted

General Checking	\$ 364,083.24	
Local Agency Investment Fund		
Reserve for Economic Uncertainties	1,652,182.00	3.840%
Unappropriated Funds	2,231,010.49	3.840%
Total Unrestricted	<u>4,247,275.73</u>	

Restricted

PARS	313,545.79	
Dev - Monterey Peninsula Partner	9,062.62	
Fidelity Title Escrow Acct - GJM/SBR Intersection	1,056,168.00	
Fidelity Title Escrow Acct - SBR Construction	7,268,813.00	
Total Restricted	<u>8,647,589.41</u>	

Total Cash and Investments **\$ 12,894,865.14**

City of Del Rey Oaks
Check/Voucher Register
From 11/01/2023 Through 11/30/2023

Check Number	Payee	Transaction Description	Check Amount
113023	ADP	ADP fees	584.83
113024	PERS	Retired Annuitant Fee	1,400.00
113025	P.E.R.S.-HEALTH	CalPERS 1800 Health 11/2023	28,507.37
113026	SHELL FLEET PLUS-WEX BANK	Fuel fees 10/2023	707.93
113027	WEX BANK-CHEVRON	Fuel charges for 10/2023	3,498.56
21704	AT&T MOBILITY	Acct #287290891231 Mobile Service Period 11-03-23 to 12-02-23	613.80
21705	CALIFORNIA-AMERICAN WATER	Acct #1015-210018796550 Service Period 09-20-23 to 10-19-23	46.32
	CALIFORNIA-AMERICAN WATER	Acct #1015-210018799016 Service Period 09-20-23 to 10-19-23	39.54
	CALIFORNIA-AMERICAN WATER	Acct #1015-210018869991 Service Period 09-20-23 to 10-20-23	175.70
	CALIFORNIA-AMERICAN WATER	Acct #1015-210021092445 Service Period 09-20-23 to 10-19-23	43.18
	CALIFORNIA-AMERICAN WATER	Acct #1015-210021255352 Service Period 09-20-23 to 10-19-23	35.33
	CALIFORNIA-AMERICAN WATER	Acct #1015-210021327653 Service Period 09-20-23 to 10-19-23	149.07
	CALIFORNIA-AMERICAN WATER	Acct #1015-210021396208 Service Period 09-20-23 to 10-19-23	64.33
	CALIFORNIA-AMERICAN WATER	Acct #1015-210021397607 Service Period 09-20-23 to 10-19-23	114.92
21706	CORONADO DEISEL MOBILE SERVICES	Inv #011181 Service Call - Power Mower	389.92
	CORONADO DEISEL MOBILE SERVICES	Inv 011182 - Service Call -repair Cheaper	179.62
	CORONADO DEISEL MOBILE SERVICES	Service Call - Lube Job & Safety Inspection. Replaced Damaged Water Pump	2,211.92
21707	Express Services, Inc	Acct #20340225 Admin Assistant for 09/24/2023	429.00
	Express Services, Inc	Acct #20340225 Admin Assistant for 10-15-23	511.50
	Express Services, Inc	Acct #20340225 Admin Assistant for 10/22/23	544.50
21708	GLOBALSTAR USA	Acct #AC00115154 Wireless Service Period 10-16-23 to 11-15-23	133.37
21709	G.P.S. SOLUTIONS	October 2023 - Building Permits, Plan Check Fees, Electrical Permits	3,038.65
21710	HOME DEPOT CRC	Acct #5194-3374 - Supplies	80.45
	HOME DEPOT CRC	Acct #5194-3374 Supplies	77.33
21711	JAMES DE CHALK	October 2023 - Janitorial Services	500.00
21712	John Guertin	Employee Reimbursement for MBAISA Board Meeting Parking	35.00
21713	MARTINS IRRIGATION SUPPLY, INC.	Inv #643868 - Supplies	4.02
21714	KAREN MINAMI	Employee Reimbursement - Wellness Program	449.20
21715	MONTEREY BAY TECHNOLOGIES	November 2023 - IT Services	1,800.00
21716	Monterey County, Environmental Health	Direct Cost Per MOA for Services 04-01-23 to 06-30-23	36.05
21717	MONTEREY COUNTY WEEKLY CLASSIFIEDS	Acct #060200-00001 Legal Notice - Ordinance 315	346.50
21718	MONTEREY TIRE SERVICE	Inv 1-115107 Complete Tire Replacement on Ford Explorer Unit 97	693.90
21719	NEILL ENGINEERS CORP	WO 8473 - Engineering Services	2,646.75
21720	ODP Business Solutions, LLC	Acct #29696772 - Office Supplies	211.61
21721	PG&E	Acct #4283033409-2 Service Period 09-21-23 to 10-22-23	2,076.65
	PG&E	Acct #6817283169-2 PG&E Service Period 09-13-23 to 10-12-23	62.90
21722	PowerDMS, Inc.	Cust #A-29487 PlanIt Scheduling Software 12-01-23 to 11-30-24	1,630.00
21723	PRECISION ALARMS AND AUTOMATION	Acct #33-1550 October 2023 - Fire Alarm System Monitoring	170.00
21724	PURE WATER	Inv 423978 - Office Supplies	59.75
21725	RON FUCCI	Employee Reimbursement - Travel-CalFire	69.85
		Cust #DEL003 - Traffic Collision Diagramming Software - Annual Sub 11-10-23 to 11-09-24	280.00
21726	SmartSafety Software		280.00
21727	SOUTH BAY REGIONAL PUBLIC SAFETY TRAIN	Inv #224215 Crisis Intervention Training Academy - Brian Perez	80.00
21728	T-Mobile USA Inc. Law Enforcement Finance	CR#23-130 GPS Locate and Timing Advance	125.00
21729	UNITED SITE SERVICES	Acct #00098059 Service Call for 1 Trl Mnt Rest Out	484.84
21730	US Bank Equipment Finance	0673430 - November 2023 Konica Minolta Copier	397.84
	US Bank Equipment Finance	INV 513707042 November Konica Minolta Copier Contract	176.40
21731	Verizon	9947573153 Mobile Service Period 09-24-23 to 10-23-23	80.02
21732	AMERICAN LOCK & KEY	Supplies - Primus Keys	286.79
21733	AMERICAN SUPPLY COMPANY	Customer #6043 - Supplies	101.06
21734	AT&T CAL NET 2	Acct #9391033790 Mobile Service Period 10-19-23 to 11-18-23	134.76
	AT&T CAL NET 2	Acct #9391033791 Mobile Service Period 10-19-23 to 11-18-23	277

City of Del Rey Oaks
Check/Voucher Register
From 11/01/2023 Through 11/30/2023

Check Number	Payee	Transaction Description	Check Amount
	AT&T CAL NET 2	Acct #9391081967 Service Period 10-15-23 to 11-14-23	838.74
21735	AT&T MOBILITY	Acct #287304221758 Mobile Servcie Period 11-03-23 to 12-02-23	40.24
21736	CALIFORNIA-AMERICAN WATER	1015-210021255352 Service Period 10-20-23 to 11-17-23	35.84
	CALIFORNIA-AMERICAN WATER	Acct #1015-210018796550 Service Period 10-20-23 to 11-17-23	39.65
	CALIFORNIA-AMERICAN WATER	Acct #1015-210018799016 Service Period 10-20-23 to 11-17-23	39.55
	CALIFORNIA-AMERICAN WATER	Acct #1015-210018869991 Service Period 10-20-23 to 11-17-23	895.13
	CALIFORNIA-AMERICAN WATER	Acct #1015-210021092445 Service Period 10-20-23 to 11-17-23	43.24
	CALIFORNIA-AMERICAN WATER	Acct #1015-210021327653 Service Period 10-20-23 to 11-17-23	149.10
	CALIFORNIA-AMERICAN WATER	Acct #1015-210021396208 Service Period 10-20-23 to 11-17-23	60.09
	CALIFORNIA-AMERICAN WATER	Acct #1015-210021397607 Service Period 10-20-23 to 11-17-23	114.73
21737	CALIFORNIA BUILDING STANDARDS COMMI!	CBSC - 093023 Fees	13.77
21738	CALIFORNIA POLICE CHIEFS ASSOC.	Invoice 4166 Cal Chief's Annual Training Symposium	825.00
21739	Christopher L. Bourquin	Employee Reimbursement- Travel Expense	688.35
21740	CoPower	ID #145153 - Dental Coverage - December 2023	2,177.32
21741	COMCAST BUSINESS	Acct #8155100230699260 Interenet Service Period 11-18-23 to 12-17-23	285.29
	COMCAST BUSINESS	Acct #8155100280008479 Internet Service Period 11-10-23 to 12-09-23	378.31
21742	CORELOGIC SOLUTIONS, LLC.	Acct #2010-705640-RR681524 October 2023 Data Search Service	154.50
21743	Express Services, Inc	Acct #20340225 Admin Assistan 10-29-23	363.00
	Express Services, Inc	Acct #20340225 Admin Assistant Period of 11-15-23	363.00
21744	FENTON & KELLER	Inv #135670 - October 2023 Housing Element Update	2,440.00
	FENTON & KELLER	Inv #135671 - October 2023- Legal Service Public Records	1,311.50
	FENTON & KELLER	Inv #135672 - October 2023 Legal Services City Attorney General Services	10,894.55
21745	GLOBALSTAR USA	Acct AC00115154 Wireless Service Period 11-16-23 to 12-15-23	133.37
21746	Hana Gardens Del Rey Oaks	Inv #220000212864 - Supplies	96.11
21747	I.M.P.A.C.GOVERNM'T SER	Acct 4246044555649924 Charge Period Ending 11-21-23	10,698.95
21748	JAMES DE CHALK	374813 - November 2023 Janitorial Service	500.00
21749	LOUISE GOETZELT	Louise Goetz - Employee Reimb for CoHable Lunch meeting	75.00
21750	MBS BUSINESS SYSTEMS	Acct #3948511 - KonicaMinolta Contract Base Rate Plus Overage	163.08
21751	County of Monterey	MFY 2023/24 Q3 Cost Emergency Communications	15,407.82
21752	MONTEREY COUNTY TAX COLLECTOR	Asst #012-541-032-000 FY 2023-2024 Property Tax-Angelus Way	109.40
21753	Motorola Solutions	Trans #1411044808 M500 In-Car System w/ V300 Body Worn Camera	21,319.32
21754	M&S BUILDING SUPPLY, INC.	2309-186400 Supplies	89.36
21755	Napa Auto Parts	Inv #4006-020684 - Supplies, repair flat	256.05
21756	ODP Business Solutions, LLC	341250735001 - Supplies	58.76
	ODP Business Solutions, LLC	Acct #29696772 - Printer Toner	107.35
	ODP Business Solutions, LLC	Acct #29696772 - Supplies	218.59
	ODP Business Solutions, LLC	Acct #29696772 - Toner Supplies	107.35
21757	PG&E	Acct #6817283169-2 Service Period 10-13-23 to 11-10-23	62.69
21758	PRECISION ALARMS AND AUTOMATION	Acct #33-1550 - November 2023 Fire Alarm System Monitoring	170.00
21759	Quality Print & Copy	Cust #150 - Office Supplies	72.35
21760	REGIONAL GOVERNMENT SERIVCES	Inv #15820 - October 2023 Contract Services	29,787.10
21761	ROGER GUZMAN	Roger Guzman Employee Reimbursement - Training & Travel	285.00
21762	RYAN RANCH PRINTERS	Cust #150 - Office Supplies	309.47
21763	STATE WATER RESOURCE CONTROL BOARD	SW-0268977 FY 2023-2024 Annual Permit Fee Facility #3-27M2000147	7,067.00
21764	Stericycle, Inc.	Cust #10001102747 - October 2023 Shredding Services	175.91
21765	TERMINIX	Cust #6099531 - October 2023 Pest Control	102.00
21766	US Bank Equipment Finance	INV #516248754 Konica Lease 0687291	293.68
21767	Valerie Guardiola	Acron Newsletter Design	400.00
21768	VSP	ID #30004100 December 2023 - Vision Plan	261.27
PERS1110231--1	PERS	PERS 3100 Contribution Retirement 10/21-11/3/23 -Plan 1364	542.46
PERS1110231--2	PERS	PERS 3100 Contribution Retirment 10/21-11/03/23 -Plan 1365	4,048.17

City of Del Rey Oaks
Check/Voucher Register
From 11/01/2023 Through 11/30/2023

Check Number	Payee	Transaction Description	Check Amount
PERS1110231--3	PERS	PERS 3100 Contribution Retirement 10/21-11/3/23 -Plan 25623	3,842.11
PERS1110231--4	PERS	PERS 3100 Contribution Retirement 10/21-11/3/23 -Plan 26934	907.10
PERS1110231--6	PERS	CalPERS 1900 457 (11/10) Contribution 11/15/23	2,800.00
Report Total			<u>179,411.01</u>

City of Del Rey Oaks
Statement of Revenues and Expenditures-General Fund Summary
100 - General Fund

From 11/1/2023 Through 11/30/2023

	FY 2024 Budget - Revised	November 2023 Actual	FY 2024 YTD Actual	Percent Collected/Spent
Revenue				
Property Taxes	767,700.00	0.00	0.00	0.00%
Sales Tax	1,313,000.00	157,672.85	618,625.43	47.11%
Other Taxes	487,500.00	37,750.02	237,929.89	48.80%
Licenses and Permits	286,300.00	11,140.64	86,402.69	30.17%
Fines and Forfeitures	10,200.00	685.53	5,489.00	53.81%
Other Revenue	12,200.00	29.00	56,314.99	461.59%
Grants	264,520.00	22,661.16	193,599.79	73.18%
Airport Police Services	1,376,500.00	110,457.00	441,828.00	32.09%
Current Services	186,700.00	18,829.87	120,509.82	64.54%
Total Revenue	<u>4,704,620.00</u>	<u>359,226.07</u>	<u>1,760,699.61</u>	<u>37.42%</u>
Expenditures				
Council	32,200.00	2,481.52	7,313.09	22.71%
City Clerk	443,900.00	25,279.76	179,626.24	40.46%
City Manager	318,300.00	20,288.85	129,852.07	40.79%
Audit/Treasurer	288,100.00	30,646.47	133,612.87	46.37%
Legal	201,500.00	14,992.55	40,681.88	20.18%
Planning & Building Regulation	105,400.00	8,605.32	42,309.80	40.14%
Government Buildings	19,100.00	102.00	908.00	4.75%
Non-Departmental	42,700.00	153.59	22,181.49	51.94%
Police	2,668,790.00	166,068.18	1,098,836.78	41.17%
Fire/Animal Control	227,600.00	0.00	56,878.75	24.99%
Public Works/Streets	313,530.00	24,573.86	116,145.54	37.04%
Parks/Recreation	43,500.00	966.21	14,973.87	34.42%
Total Expenditures	<u>4,704,620.00</u>	<u>294,158.31</u>	<u>1,843,320.38</u>	<u>39.18%</u>
Net Revenues	0.00	65,067.76	(82,620.77)	0.00%
Other Financing Sources and Uses				
Uses				
Transfers Out to CIP	(193,900.00)	0.00	0.00	0.00%
Total Uses	<u>(193,900.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Other Financing Sources and Uses	<u>(193,900.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Net Revenues After Other Financing Sources and Uses	<u>(193,900.00)</u>	<u>65,067.76</u>	<u>(82,620.77)</u>	<u>42.60%</u>

**City of Del Rey Oaks
Statement of Revenues and Expenditures-YTD Budget v. Actual Detail**

100 - General Fund
From 11/1/2023 Through 11/30/2023

		FY 2024 Budget - Revised	November 2023 Actual	FY 2024 YTD Actual	Percent Collected/Used
Revenue					
Non Department Specific	000				
P/T-Secured	41110	531,000.00	0.00	0.00	0.00%
P/T-Unsecured	41120	24,500.00	0.00	0.00	0.00%
P/T-Prior Secured	41130	6,100.00	0.00	0.00	0.00%
Prior Unsecured	41140	100.00	0.00	0.00	0.00%
P/T-Unitary Tax	41150	10,000.00	0.00	0.00	0.00%
P/T-Supplemental Roll (SB813)	41160	12,200.00	0.00	0.00	0.00%
Property Tax - VLF	41170	183,000.00	0.00	0.00	0.00%
Prop Tax-Interest/Penalty	41180	800.00	0.00	0.00	0.00%
Sales Tax	42210	470,000.00	51,106.77	210,407.09	44.76%
Sales Tax - 145 (Measure S-1%)	42220	562,000.00	71,313.50	272,603.93	48.50%
Sales Tax -409 (Measure R 1/2%)	42221	281,000.00	35,252.58	135,614.41	48.26%
Cannabis Tax	42222	99,000.00	0.00	53,359.60	53.89%
Transient Occupancy Tax	42230	190,000.00	5,640.28	116,325.79	61.22%
Property Transfer Tax	42250	5,000.00	756.25	4,304.30	86.08%
Sewer Impact	42290	15,000.00	0.00	0.00	0.00%
Business Licenses	42310	210,000.00	228.00	54,425.47	25.91%
Gas Franchises	42761	8,000.00	0.00	0.00	0.00%
Electric Franchises	42762	21,500.00	0.00	0.00	0.00%
Garbage Franchises	42763	100,000.00	25,329.90	51,487.18	51.48%
Cable Tv Franchises	42764	26,000.00	6,023.59	12,453.02	47.89%
Water Franchises	42765	23,000.00	0.00	0.00	0.00%
SB1186 Disability Access Fund	43311	1,000.00	12.00	394.00	39.40%
SB1473 Environmental Assessment Fee	43312	100.00	2.00	23.30	23.30%
Building Permits	43320	40,000.00	1,448.76	12,742.06	31.85%
Cannabis Business Permit	43325	10,000.00	0.00	4,000.00	40.00%
Plan Check Fees	43330	17,000.00	7,886.88	11,386.86	66.98%
Street Opening Permits Fees	43340	5,000.00	1,200.00	2,450.00	49.00%
Plumbing Permits	43350	1,600.00	375.00	1,000.00	62.50%
Electrical Permits	43360	1,600.00	0.00	375.00	23.43%
Other Licenses/Permits	43390	1,000.00	0.00	0.00	0.00%
Fines & Forfeitures	45000	200.00	152.53	995.00	497.50%
Vehicle Code Fines	45510	5,000.00	305.00	914.00	18.28%
Parking and Admin Fines	45512	5,000.00	228.00	3,580.00	71.60%
Interest Earned	46100	10,000.00	0.00	64,684.76	646.84%
Interest Earned-PARS	46101	0.00	0.00	(9,382.24)	0.00%
Rental Income - Garden Center	46815	36,000.00	3,000.00	17,000.00	47.22%
Rental Income - Airport RV	46816	35,000.00	4,325.24	18,940.39	54.11%
Rental Income - PW Bldg (CHC Enterprise)	46817	24,000.00	2,000.00	6,000.00	25.00%
HOPTR	47130	1,200.00	0.00	0.00	0.00%
COPS	47240	165,200.00	8,333.37	127,825.65	77.37%
AMBAG REAP Grant - Housing Element	47241	0.00	12,847.75	20,980.25	0.00%
HCD LEAP Grant - Housing Element	47242	0.00	0.00	18,226.50	0.00%
SB1383 Organics Recycling	47243	9,000.00	0.00	0.00	0.00%
Prop 172	47750	25,000.00	1,480.04	7,550.74	30.20%
Wellness Program	47760	7,500.00	0.00	7,500.00	100.00%

**City of Del Rey Oaks
Statement of Revenues and Expenditures-YTD Budget v. Actual Detail**

100 - General Fund
From 11/1/2023 Through 11/30/2023

		FY 2024 Budget - Revised	November 2023 Actual	FY 2024 YTD Actual	Percent Collected/Used
Police Grants & Other Reimbursements	47780	5,000.00	0.00	5,982.87	119.65%
POST Reimbursements	47781	3,000.00	0.00	5,533.78	184.45%
DEA Reimbursements	47782	44,000.00	0.00	0.00	0.00%
Grant Other Agencies	47783	5,820.00	0.00	0.00	0.00%
Police Service Fees	48210	1,000.00	0.00	607.00	60.70%
Police Services-Special Events	48211	48,000.00	6,375.00	6,375.00	13.28%
Public Events	48212	5,000.00	0.00	7,500.00	150.00%
Use Permits	48805	20,000.00	2,500.00	14,375.89	71.87%
Maps/Publications	48810	100.00	0.00	0.00	0.00%
Property Inspections	48825	4,500.00	0.00	750.00	16.66%
Miscellaneous Revenue	48840	10,000.00	529.63	46,712.32	467.12%
Rental - Park	48910	3,100.00	100.00	2,249.22	72.55%
Miscellaneous Refunds	48930	0.00	17.00	618.47	0.00%
Total Non Department Specific		3,328,120.00	248,769.07	1,318,871.61	39.63%
Police	210				
Airport Police Services	48220	1,376,500.00	110,457.00	441,828.00	32.09%
Total Police		1,376,500.00	110,457.00	441,828.00	32.10%
Total Revenue		4,704,620.00	359,226.07	1,760,699.61	37.42%

Expense

Council	110				
Council Member Stipend	61115	7,500.00	0.00	772.31	10.29%
Medicare-ER	61130	200.00	0.00	36.24	18.12%
Social Security-ER	61131	500.00	0.00	155.00	31.00%
Unemployment Ins-Fed & State	61132	100.00	0.00	15.00	15.00%
Dental Expense	61135	11,400.00	381.52	2,037.11	17.86%
Materials/Supply	62410	0.00	0.00	100.00	0.00%
Membership Dues-Professional Org	64550	4,000.00	0.00	340.35	8.50%
Strategic Planning	64570	5,000.00	0.00	0.00	0.00%
Travel Expenses	64610	3,500.00	2,100.00	3,857.08	110.20%
Total Council		32,200.00	2,481.52	7,313.09	22.71%
City Clerk	111				
Payroll	61105	149,600.00	11,889.52	58,050.92	38.80%
Temp Payroll	61107	10,000.00	0.00	0.00	0.00%
Overtime	61110	20,000.00	737.72	2,385.47	11.92%
PERS UAL	61124	36,900.00	0.00	36,879.00	99.94%
PERS Retirement	61125	13,800.00	445.35	4,457.45	32.30%
Medicare-ER	61130	2,200.00	183.10	870.85	39.58%
Unemployment Ins-Fed & State	61132	200.00	0.00	0.00	0.00%
Dental Expense	61135	3,200.00	190.76	953.80	29.80%
Health Insurance	61140	60,500.00	3,657.02	18,320.47	30.28%
Health Insurance -Retiree	61141	1,800.00	0.00	0.00	0.00%
Vision Ins	61145	500.00	27.89	155.96	31.19%
Workers Comp and EAP	61150	9,100.00	0.00	4,844.48	53.23%
Wellness Program	61155	1,000.00	449.20	749.20	74.92%
Materials/Supply	62410	16,300.00	107.32	1,813.87	11.12%
Office Supplies	62430	11,200.00	537.41	2,222.81	19.84%
Repair/Maintenance	63505	3,000.00	0.00	597.23	19.90%
Other Outside Services	63508	0.00	655.79	1,742.78	0.00%
Shredding Services	63509	1,000.00	0.00	355.72	35.57%
Telephone	63530	7,700.00	1,116.00	3,809.64	49.47%
Website Design & Maintenance	63535	3,800.00	0.00	0.00	0.00%

**City of Del Rey Oaks
Statement of Revenues and Expenditures-YTD Budget v. Actual Detail**

100 - General Fund
From 11/1/2023 Through 11/30/2023

		FY 2024 Budget - Revised	November 2023 Actual	FY 2024 YTD Actual	Percent Collected/Used
Postage / Shipping	63540	4,000.00	0.00	1,126.20	28.15%
Training	63605	5,000.00	0.00	1,324.59	26.49%
Insurance-Liability	63620	17,370.00	0.00	8,684.57	49.99%
Insurance-Property	63621	230.00	0.00	1,264.14	549.62%
Contract Services - IT	63635	6,000.00	900.00	6,893.75	114.89%
HR Services-RGS	63652	31,500.00	0.00	0.00	0.00%
Temporary Assistance	63657	0.00	2,211.00	5,506.05	0.00%
Janitorial Services	63660	0.00	500.00	750.00	0.00%
Software/Server Subscription	64310	2,000.00	438.30	6,467.02	323.35%
Agenda Management System	64315	5,000.00	0.00	4,920.00	98.40%
Document Management System	64316	1,500.00	0.00	437.50	29.16%
Municipal Code Service	64320	10,000.00	0.00	1,097.25	10.97%
Membership Dues-Professional Org	64550	3,200.00	0.00	285.00	8.90%
Membership Dues-Government Agency	64552	1,300.00	0.00	650.00	50.00%
Printing / Publications	64575	2,000.00	1,233.38	1,233.38	61.66%
Travel Expenses	64610	0.00	0.00	602.35	0.00%
Furniture & Equipment	66300	3,000.00	0.00	174.79	5.82%
Total City Clerk		443,900.00	25,279.76	179,626.24	40.47%
City Manager	120				
Payroll	61105	192,500.00	15,548.80	83,739.93	43.50%
PERS UAL	61124	1,000.00	0.00	0.00	0.00%
PERS Retirement	61125	14,800.00	79.68	4,951.01	33.45%
Medicare-ER	61130	2,800.00	225.46	1,213.18	43.32%
Unemployment Ins-Fed & State	61132	100.00	0.00	0.00	0.00%
Dental Expense	61135	1,600.00	193.29	966.45	60.40%
Health Insurance	61140	30,200.00	3,120.31	15,601.55	51.66%
Vision Ins	61145	200.00	29.60	118.40	59.20%
Workers Comp and EAP	61150	11,700.00	0.00	6,025.74	51.50%
Wellness Program	61155	500.00	0.00	0.00	0.00%
Auto Allowance	61180	5,400.00	415.40	2,076.96	38.46%
Materials/Supply	62410	0.00	35.83	35.83	0.00%
Office Supplies	62430	1,500.00	605.48	605.48	40.36%
Insurance-Liability	63620	22,405.00	0.00	11,201.12	49.99%
Insurance-Property	63621	295.00	0.00	1,629.24	552.28%
Membership Dues-Professional Org	64550	0.00	0.00	300.00	0.00%
Books and Periodicals	64565	300.00	0.00	0.00	0.00%
Travel Expenses	64610	8,000.00	35.00	1,387.18	17.33%
Contingency	66905	25,000.00	0.00	0.00	0.00%
Total City Manager		318,300.00	20,288.85	129,852.07	40.80%
Audit/Treasurer	130				
ADP Payroll Fees	62310	3,500.00	584.83	2,882.15	82.34%
Bank Service Charges	62320	4,600.00	274.54	2,691.87	58.51%
Grant Writing Services	62327	30,000.00	0.00	0.00	0.00%
Accounting Software	62431	3,600.00	0.00	8,493.75	235.93%
Audit-Finance	63625	29,000.00	0.00	16,950.00	58.44%
Audit -Sales Tax	63626	5,000.00	0.00	0.00	0.00%
Actuarial Services	63627	4,500.00	0.00	0.00	0.00%
Accounting Services-RGS	63645	207,900.00	29,787.10	102,595.10	49.34%
Total Audit/Treasurer		288,100.00	30,646.47	133,612.87	46.38%
Legal	150				
Legal Services	63650	200,000.00	14,646.05	39,080.83	19.54%

**City of Del Rey Oaks
Statement of Revenues and Expenditures-YTD Budget v. Actual Detail**

100 - General Fund
From 11/1/2023 Through 11/30/2023

		FY 2024 Budget - Revised	November 2023 Actual	FY 2024 YTD Actual	Percent Collected/Used
Legal Advert	64560	1,500.00	346.50	1,141.11	76.07%
Misc Expenses	64580	0.00	0.00	459.94	0.00%
Total Legal		201,500.00	14,992.55	40,681.88	20.19%
Planning & Building Regulation	160				
Economic Development Services	63639	20,000.00	0.00	0.00	0.00%
Planning Services	63640	40,000.00	0.00	9,800.00	24.50%
Contract Services - Housing Element	63642	0.00	0.00	12,845.90	0.00%
Building Inspections Services	63648	32,400.00	2,748.15	12,492.23	38.55%
Engineering Services	63649	5,000.00	2,646.75	3,629.25	72.58%
Code Enforcement Services	63656	5,000.00	290.50	622.50	12.45%
Travel Expenses	64610	3,000.00	2,919.92	2,919.92	97.33%
Total Planning & Building Regulation		105,400.00	8,605.32	42,309.80	40.14%
Government Buildings	180				
Repair/Maintenance	63505	16,100.00	0.00	204.00	1.26%
Other Outside Services	63508	0.00	102.00	204.00	0.00%
Janitorial Services	63660	3,000.00	0.00	500.00	16.66%
Total Government Buildings		19,100.00	102.00	908.00	4.75%
Non-Departmental	190				
Materials/Supply	62410	6,200.00	30.42	65.24	1.05%
Telephone	63530	1,000.00	0.00	123.32	12.33%
Insurance-Liability	63620	12,830.00	0.00	6,414.74	49.99%
Insurance-Property	63621	170.00	0.00	1,875.35	1,103.14%
Membership Dues-Professional Org	64550	4,300.00	0.00	0.00	0.00%
Membership Dues-Non Profit Agency Contrib	64551	11,800.00	0.00	8,279.00	70.16%
Membership Dues-Government Agency	64552	5,100.00	0.00	5,131.68	100.62%
Misc Expenses	64580	1,000.00	123.17	273.17	27.31%
S.M.I.P.	64930	200.00	0.00	18.99	9.49%
SB 1473	64940	100.00	0.00	0.00	0.00%
Total Non-Departmental		42,700.00	153.59	22,181.49	51.95%
Police	210				
Payroll	61105	1,081,000.00	74,919.74	370,685.19	34.29%
Overtime	61110	110,000.00	4,561.31	78,323.07	71.20%
Overtime-DEA	61111	44,000.00	0.00	0.00	0.00%
Reserves Payroll	61120	80,000.00	4,047.41	39,958.88	49.94%
PERS UAL - After 06/30/18	61123	1,000.00	0.00	1,020.00	102.00%
PERS UAL	61124	102,000.00	0.00	101,918.00	99.91%
PERS Retirement	61125	136,500.00	6,147.63	49,477.90	36.24%
PERS 457 Expense	61126	32,400.00	1,200.00	11,100.00	34.25%
Medicare-ER	61130	15,700.00	1,209.25	7,097.53	45.20%
Social Security-ER	61131	1,600.00	13.26	693.79	43.36%
Unemployment Ins-Fed & State	61132	10,500.00	1.78	105.95	1.00%
Dental Expense	61135	17,900.00	1,284.77	6,314.34	35.27%
Health Insurance	61140	296,400.00	18,797.10	93,130.66	31.42%
Health Insurance -Retiree	61141	2,000.00	151.00	755.00	37.75%
Vision Ins	61145	2,900.00	187.27	1,194.20	41.17%
Workers Comp and EAP	61150	172,400.00	0.00	88,182.44	51.14%
Wellness Program	61155	5,300.00	0.00	0.00	0.00%
Uniform Allowance	61160	10,000.00	0.00	2,250.00	22.50%

**City of Del Rey Oaks
Statement of Revenues and Expenditures-YTD Budget v. Actual Detail**

100 - General Fund
From 11/1/2023 Through 11/30/2023

		FY 2024 Budget - Revised	November 2023 Actual	FY 2024 YTD Actual	Percent Collected/Used
Materials/Supply	62410	35,000.00	173.42	(880.18)	(2.51)%
Ammunition	62420	5,000.00	0.00	0.00	0.00%
Body Armor Vests	62422	5,820.00	0.00	6,330.00	108.76%
Office Supplies	62430	3,000.00	467.65	1,251.57	41.71%
PD Safety Equip Lease - Principal	62460	24,300.00	0.00	0.00	0.00%
PD Safety Equip Lease - Interest	62461	1,000.00	0.00	0.00	0.00%
Auto Ops - Supplies / Equip	62710	2,500.00	0.00	0.00	0.00%
Auto Ops - Fuel	62720	30,000.00	3,498.56	15,248.41	50.82%
Repair/Maintenance	63505	14,000.00	0.00	480.00	3.42%
Other Outside Services	63508	0.00	891.12	2,501.16	0.00%
Shredding Services	63509	1,000.00	0.00	355.73	35.57%
Telephone	63530	14,000.00	1,095.32	6,141.02	43.86%
Internet	63531	2,500.00	663.60	3,266.71	130.66%
Annual Maintenance-Records Management Software	63537	6,020.00	0.00	2,902.79	48.21%
Annual Maintenance	63538	3,400.00	0.00	0.00	0.00%
Annual Maintenance-MDT	63539	3,300.00	0.00	0.00	0.00%
Postage / Shipping	63540	500.00	15.75	68.43	13.68%
Training	63605	15,000.00	770.75	2,233.65	14.89%
Insurance-Liability	63620	125,435.00	0.00	80,673.30	64.31%
Insurance-Property	63621	1,665.00	0.00	10,065.45	604.53%
Audit-Finance	63625	4,500.00	0.00	0.00	0.00%
Contract Services - IT	63635	6,000.00	900.00	6,581.25	109.68%
Contract Services-Others	63637	4,200.00	161.05	2,791.05	66.45%
HR Services-RGS	63652	3,000.00	0.00	0.00	0.00%
Janitorial Services	63660	3,000.00	500.00	1,250.00	41.66%
911-Radio Dispatch	63665	58,500.00	13,416.10	41,280.13	70.56%
911-Inform MDT Terminal Service	63666	1,500.00	0.00	0.00	0.00%
911-Notification System	63667	400.00	0.00	0.00	0.00%
911-NGEN O&M	63668	8,000.00	1,991.72	5,976.16	74.70%
911-NGEN Debt	63669	5,200.00	0.00	5,128.32	98.62%
Auto Repair/Maintenance	63730	14,000.00	2,905.82	8,605.90	61.47%
Parking & Admin Citations Services	63812	5,000.00	0.00	1,725.55	34.51%
Animal Regulation Fire	63820	500.00	0.00	239.00	47.80%
Fund Jail & Prisoner	63830	200.00	0.00	0.00	0.00%
ACJIS System	63840	9,000.00	0.00	0.00	0.00%
Software/Server Subscription	64310	12,000.00	2,049.92	12,515.05	104.29%
Computer Server	64318	3,500.00	0.00	0.00	0.00%
Personnel Recruit & Pre-Employment	64545	3,000.00	0.00	957.26	31.90%
Membership Dues-Professional Org	64550	4,000.00	0.00	1,822.80	45.57%
Books and Periodicals	64565	900.00	0.00	0.00	0.00%
Printing / Publications	64575	3,000.00	1,079.21	1,079.21	35.97%
Travel Expenses	64610	13,000.00	1,648.35	4,720.79	36.31%
Principal-Motorola Lease-Cameras	65104	21,350.00	21,319.32	21,319.32	99.85%
Vehicle Replacement	66735	70,000.00	0.00	0.00	0.00%
Total Police		2,668,790.00	166,068.18	1,098,836.78	41.17%
Fire/Animal Control					

**City of Del Rey Oaks
Statement of Revenues and Expenditures-YTD Budget v. Actual Detail**

100 - General Fund
From 11/1/2023 Through 11/30/2023

		FY 2024 Budget - Revised	November 2023 Actual	FY 2024 YTD Actual	Percent Collected/Used
Fire Seaside	63810	227,600.00	0.00	56,878.75	24.99%
Total Fire/Animal Control		227,600.00	0.00	56,878.75	24.99%
Public Works/Streets	311				
Payroll	61105	83,600.00	6,428.80	32,217.53	38.53%
Overtime	61110	3,000.00	0.00	0.00	0.00%
PERS UAL	61124	1,000.00	0.00	0.00	0.00%
PERS Retirement	61125	6,500.00	246.87	2,450.53	37.70%
Medicare-ER	61130	1,300.00	93.22	466.10	35.85%
Unemployment Ins-Fed & State	61132	100.00	0.00	0.00	0.00%
Dental Expense	61135	1,600.00	126.98	634.90	39.68%
Health Insurance	61140	30,300.00	2,400.24	12,001.20	39.60%
Vision Ins	61145	300.00	16.51	99.06	33.02%
Workers Comp and EAP	61150	5,200.00	0.00	2,749.74	52.87%
Wellness Program	61155	500.00	0.00	576.93	115.38%
Materials/Supply	62410	16,500.00	846.41	2,566.81	15.55%
Office Supplies	62430	1,500.00	200.96	400.96	26.73%
Auto Ops - Supplies / Equip	62710	2,500.00	645.97	645.97	25.83%
Auto Ops - Fuel	62720	5,000.00	707.93	2,281.62	45.63%
Repair/Maintenance	63505	41,000.00	179.62	5,849.40	14.26%
Other Outside Services	63508	0.00	0.00	440.00	0.00%
Gabilan Crew	63515	5,000.00	484.84	484.84	9.69%
Utilities - PG&E	63520	15,000.00	2,202.24	8,630.18	57.53%
Utilities - Water	63525	4,000.00	1,440.17	2,733.00	68.32%
Telephone	63530	0.00	40.24	206.11	0.00%
Training	63605	5,000.00	675.00	675.00	13.50%
Insurance-Liability	63620	10,660.00	0.00	5,329.17	49.99%
Insurance-Property	63621	140.00	0.00	775.50	553.92%
Insurance-Vehicles	63622	4,500.00	0.00	4,267.00	94.82%
Organic Waste Regs Services	63654	9,000.00	0.00	0.00	0.00%
Auto Repair/Maintenance	63730	8,300.00	0.00	1,724.14	20.77%
Printing / Publications	64575	1,250.00	770.86	770.86	61.66%
Storm Water Project - Phase 4	64920	23,000.00	7,067.00	7,067.00	30.72%
Equipment	66302	0.00	0.00	20,101.99	0.00%
Contingency	66905	27,780.00	0.00	0.00	0.00%
Total Public Works/Streets		313,530.00	24,573.86	116,145.54	37.04%
Parks/Recreation	411				
Materials/Supply	62410	15,500.00	290.81	6,852.52	44.20%
Office Supplies	62430	0.00	0.00	68.19	0.00%
Repair/Maintenance	63505	25,000.00	0.00	6,447.00	25.78%
Utilities - Water	63525	3,000.00	605.55	1,536.31	51.21%
Travel Expenses	64610	0.00	69.85	69.85	0.00%
Total Parks/Recreation		43,500.00	966.21	14,973.87	34.42%
Total Expense		4,704,620.00	294,158.31	1,843,320.38	39.18%
Other Financing Sources and Uses					
Non Department Specific	000				
Transfers Out to CIP	81001	(193,900.00)	0.00	0.00	0.00%
Total Non Department Specific		(193,900.00)	0.00	0.00	0.00%
Total Other Financing Sources and Uses		(193,900.00)	0.00	0.00	0.00%
Excess(Deficit) of Revenue Over Expenditures		(193,900.00)	65,067.76	(82,620.77)	42.60%

City of Del Rey Oaks
Statement of Revenues and Expenditures-YTD Budget v. Actual Detail

210 - Gas Tax Fund
 From 11/1/2023 Through 11/30/2023

		FY 2024 Budget - Revised	November 2023 Actual	FY 2024 YTD Actual	Percent Collected/Used
Revenue					
Non Department Specific	000				
Gas Tax 2103	47010	14,600.00	0.00	6,624.76	45.37%
Gas Tax 2105	47020	10,000.00	0.00	4,052.19	40.52%
Gas Tax 2106	47030	9,000.00	0.00	3,767.19	41.85%
Gas Tax 2107	47040	11,900.00	0.00	5,581.49	46.90%
Gas Tax 2107.5	47050	<u>1,000.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>100.00%</u>
Total Non Department Specific		<u>46,500.00</u>	<u>0.00</u>	<u>21,025.63</u>	<u>45.22%</u>
Total Revenue		<u><u>46,500.00</u></u>	<u><u>0.00</u></u>	<u><u>21,025.63</u></u>	<u><u>45.22%</u></u>
Expense					
Public Works/Streets	311				
Street Sweeping	63510	10,000.00	0.00	0.00	0.00%
Street Lighting	63910	<u>15,000.00</u>	<u>0.00</u>	<u>1,951.39</u>	<u>13.00%</u>
Total Public Works/Streets		<u>25,000.00</u>	<u>0.00</u>	<u>1,951.39</u>	<u>7.81%</u>
Total Expense		<u><u>25,000.00</u></u>	<u><u>0.00</u></u>	<u><u>1,951.39</u></u>	<u><u>7.81%</u></u>
Excess(Deficit) of Revenue Over Expenditures		21,500.00	0.00	19,074.24	88.71%

City of Del Rey Oaks
Statement of Revenues and Expenditures-YTD Budget v. Actual Detail

211 - SB1 Fund-RMRA
 From 11/1/2023 Through 11/30/2023

		FY 2024 Budget - Revised	November 2023 Actual	FY 2024 YTD Actual	Percent Collected/Used
Revenue					
Non Department Specific	000				
SB 1 Funds	47777	38,900.00	0.00	12,826.29	32.97%
Total Non Department Specific		38,900.00	0.00	12,826.29	32.97%
General Government (Header)					
SB 1 Funds	47777	0.00	3,593.82	3,593.82	0.00%
Total General Government (Header)		0.00	3,593.82	3,593.82	0.00%
Total Revenue		<u>38,900.00</u>	<u>3,593.82</u>	<u>16,420.11</u>	<u>42.21%</u>
Expense					
Curb Repair	536				
Curb and Gutter Repair	66327	20,000.00	0.00	0.00	0.00%
Total Curb Repair		20,000.00	0.00	0.00	0.00%
Saucito/Work Gutter & Curb	537				
Curb and Gutter Repair	66327	40,000.00	0.00	0.00	0.00%
Total Saucito/Work Gutter & Curb		40,000.00	0.00	0.00	0.00%
Via Verde Curb & Gutter Repair	538				
Curb and Gutter Repair	66327	90,000.00	0.00	13,195.00	14.66%
Total Via Verde Curb & Gutter Repair		90,000.00	0.00	13,195.00	14.66%
Total Expense		<u>150,000.00</u>	<u>0.00</u>	<u>13,195.00</u>	<u>8.80%</u>
Excess(Deficit) of Revenue Over Expenditures		(111,100.00)	3,593.82	3,225.11	(2.90)%

City of Del Rey Oaks
Statement of Revenues and Expenditures-YTD Budget v. Actual Detail

212 - Measure X Fund
 From 11/1/2023 Through 11/30/2023

		<u>FY 2024 Budget - Revised</u>	<u>November 2023 Actual</u>	<u>FY 2024 YTD Actual</u>	<u>Percent Collected/Used</u>
Revenue					
Non Department Specific	000				
Measure X	47775	<u>94,400.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Non Department Specific		<u>94,400.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Revenue		<u>94,400.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Expense					
Via Verde/Los Encinos Street Repair	524				
Street Improvements	66410	<u>30,000.00</u>	<u>0.00</u>	<u>39,480.00</u>	<u>131.60%</u>
Total Via Verde/Los Encinos Street Repair		<u>30,000.00</u>	<u>0.00</u>	<u>39,480.00</u>	<u>131.60%</u>
Angelus/Rosita Storm Drain Repair (Engineering)	525				
Street Improvements	66410	<u>10,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Angelus/Rosita Storm Drain Repair (Engineering)		<u>10,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Angelus/Rosita Storm Drain Repair (Construction)	526				
Street Improvements	66410	<u>60,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Angelus/Rosita Storm Drain Repair (Construction)		<u>60,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Debt Service - Measure X	610				
Principal - Measure X Loan	65103	<u>80,400.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Interest - Measure X	65203	<u>14,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Debt Service - Measure X		<u>94,400.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Expense		<u>194,400.00</u>	<u>0.00</u>	<u>39,480.00</u>	<u>20.31%</u>
Excess(Deficit) of Revenue Over Expenditures		(100,000.00)	0.00	(39,480.00)	39.48%

City of Del Rey Oaks
Statement of Revenues and Expenditures-YTD Budget v. Actual Detail

221 - FORA Habitat Management Fund

From 11/1/2023 Through 11/30/2023

		<u>FY 2024 Budget - Revised</u>	<u>November 2023 Actual</u>	<u>FY 2024 YTD Actual</u>	<u>Percent Collected/Used</u>
Expense					
Planning & Building Regulation	160				
Contract Services - Habitat Management Plan	63646	34,536.50	0.00	0.00	0.00%
Total Planning & Building Regulation		<u>34,536.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Expense		<u>34,536.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Excess(Deficit) of Revenue Over Expenditures		(34,536.50)	0.00	0.00	0.00%

**City of Del Rey Oaks
Statement of Revenues and Expenditures-YTD Budget v. Actual Detail**

223 - ARPA Fund
From 11/1/2023 Through 11/30/2023

		<u>FY 2024 Budget - Revised</u>	<u>November 2023 Actual</u>	<u>FY 2024 YTD Actual</u>	<u>Percent Collected/Used</u>
Expense					
Police	210				
Mobile Data Terminals	66305	5,998.17	0.00	465.55	7.76%
Portable Radios	66306	<u>2,589.89</u>	<u>0.00</u>	<u>2,548.26</u>	<u>98.39%</u>
Total Police		8,588.06	0.00	3,013.81	35.09%
City Hall Parking Lot Imp	527				
Parking Lot Improvements & Repairs	66425	100,000.00	0.00	0.00	0.00%
Total City Hall Parking Lot Imp		<u>100,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Expense		<u>108,588.06</u>	<u>0.00</u>	<u>3,013.81</u>	<u>2.78%</u>
Excess(Deficit) of Revenue Over Expenditures		(108,588.06)	0.00	(3,013.81)	2.77%

City of Del Rey Oaks
Statement of Revenues and Expenditures-YTD Budget v. Actual Detail

231 - BSCC-Officer Wellness & Mental Health Grant

From 11/1/2023 Through 11/30/2023

		<u>FY 2024 Budget - Revised</u>	<u>November 2023 Actual</u>	<u>FY 2024 YTD Actual</u>	<u>Percent Collected/Used</u>
Expense					
Police	210				
Law Enforcement Wellness App	64314	<u>2,000.00</u>	<u>0.00</u>	<u>1,999.00</u>	<u>99.95%</u>
Total Police		<u>2,000.00</u>	<u>0.00</u>	<u>1,999.00</u>	<u>99.95%</u>
Total Expense		<u>2,000.00</u>	<u>0.00</u>	<u>1,999.00</u>	<u>99.95%</u>
Excess(Deficit) of Revenue Over Expenditures		(2,000.00)	0.00	(1,999.00)	99.95%

City of Del Rey Oaks
Statement of Revenues and Expenditures-YTD Budget v. Actual Detail

235 - Asset Forfeitures
 From 11/1/2023 Through 11/30/2023

		<u>FY 2024 Budget - Revised</u>	<u>November 2023 Actual</u>	<u>FY 2024 YTD Actual</u>	<u>Percent Collected/Used</u>
Revenue					
Police	210				
Police Grants & Other Reimbursements	47780	5,000.00	0.00	0.00	0.00%
Total Police		<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Revenue		<u><u>5,000.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00%</u></u>
Excess(Deficit) of Revenue Over Expenditures		5,000.00	0.00	0.00	0.00%

**City of Del Rey Oaks
Statement of Revenues and Expenditures-YTD Budget v. Actual Detail**

301 - Capital Projects
From 11/1/2023 Through 11/30/2023

		FY 2024 Budget - Revised	November 2023 Actual	FY 2024 YTD Actual	Percent Collected/Used
Expense					
Housing Element 6th Cycle	532				
Housing Element Cost - 6th Cycle	63638	138,900.00	0.00	0.00	0.00%
		<hr/>	<hr/>	<hr/>	<hr/>
Total Housing Element 6th Cycle		138,900.00	0.00	0.00	0.00%
Vehicle Replacement	533				
Vehicle Replacement	66735	35,000.00	0.00	0.00	0.00%
		<hr/>	<hr/>	<hr/>	<hr/>
Total Vehicle Replacement		35,000.00	0.00	0.00	0.00%
City Hall Facility Repairs & Upgrades	541				
Repairs and Improvements	66322	10,000.00	0.00	0.00	0.00%
		<hr/>	<hr/>	<hr/>	<hr/>
Total City Hall Facility Repairs & Upgrades		10,000.00	0.00	0.00	0.00%
Council Chamber Technology Project	542				
Technology Upgrades	66323	10,000.00	0.00	0.00	0.00%
		<hr/>	<hr/>	<hr/>	<hr/>
Total Council Chamber Technology Project		10,000.00	0.00	0.00	0.00%
		<hr/>	<hr/>	<hr/>	<hr/>
Total Expense		193,900.00	0.00	0.00	0.00%
Other Financing Sources and Uses					
Housing Element 6th Cycle	532				
Transfers In from GF	82001	138,900.00	0.00	0.00	0.00%
		<hr/>	<hr/>	<hr/>	<hr/>
Total Housing Element 6th Cycle		138,900.00	0.00	0.00	0.00%
Vehicle Replacement	533				
Transfers In from GF	82001	35,000.00	0.00	0.00	0.00%
		<hr/>	<hr/>	<hr/>	<hr/>
Total Vehicle Replacement		35,000.00	0.00	0.00	0.00%
City Hall Facility Repairs & Upgrades	541				
Transfers In from GF	82001	10,000.00	0.00	0.00	0.00%
		<hr/>	<hr/>	<hr/>	<hr/>
Total City Hall Facility Repairs & Upgrades		10,000.00	0.00	0.00	0.00%
Council Chamber Technology Project	542				
Transfers In from GF	82001	10,000.00	0.00	0.00	0.00%
		<hr/>	<hr/>	<hr/>	<hr/>
Total Council Chamber Technology Project		10,000.00	0.00	0.00	0.00%
		<hr/>	<hr/>	<hr/>	<hr/>
Total Other Financing Sources and Uses		193,900.00	0.00	0.00	0.00%
		<hr/>	<hr/>	<hr/>	<hr/>
Excess(Deficit) of Revenue Over Expenditures		0.00	0.00	0.00	0.00%

City of Del Rey Oaks
Statement of Revenues and Expenditures-YTD Budget v. Actual Detail

321 - SBR Engineering Fund
 From 11/1/2023 Through 11/30/2023

		<u>FY 2024 Budget - Revised</u>	<u>November 2023 Actual</u>	<u>FY 2024 YTD Actual</u>	<u>Percent Collected/Used</u>
Expense					
SBR Engineering	518				
Contract Services - Engineering	63611	<u>505,830.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total SBR Engineering		<u>505,830.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Expense		<u>505,830.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Excess(Deficit) of Revenue Over Expenditures		(505,830.00)	0.00	0.00	0.00%



FIRE DEPARTMENT

1635 Broadway Avenue
Seaside, CA 93955

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

December 7, 2023

John Guertin, City Manager
Del Rey Oaks City Hall
650 Canyon Del Rey
Del Rey Oaks, CA 93940

Dear Mr. Guertin:

Enclosed is a copy of the response reports for the Seaside Fire Department response to Del Rey Oaks for the period of November 1, 2023 through November 30, 2023.

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

Incident #

231111-SEA02987	231117-SEA03041	231126-SEA03119
231112-SEA02999	231118-SEA03044	231126-SEA03121
231115-SEA03029	231118-SEA03048	231128-SEA03134
231115-SEA03030	231120-SEA03067	231128-SEA03143
231116-SEA03035	231124-SEA03106	231128-SEA03144

There are Fifteen (15) fire calls for the month of November. If you have any questions, please contact me.

Sincerely,

Paul Blaha
Deputy Fire Chief
CC: File

**SEASIDE FIRE DEPARTMENT
City of Del Rey Oaks - Response Report**

Incident Date	Incident Number	Alarm Time	Arrival Time	Response Time (Minutas)	Incident Type Code	District	Street Or Highway Name	Priority
11/11/2023	231111-SEA02987	4:13:56 PM	4:20:28 PM	5.95	321	29	Work	Emergent
11/12/2023	231112-SEA02999	4:38:10 PM	4:45:27 PM	6.78	6111	29	Rosita	Emergent
11/15/2023	231115-SEA03029	8:21:19 PM	12/7/2023 20:27	5.23	6111	29	Canyon Del Rey	Emergent
11/15/2023	231115-SEA03030	8:38:16 PM	8:46:01 PM	6.85	6111	29	Canyon Del Rey	Emergent
11/16/2023	231116-SEA03035	10:46:35 AM	10:58:42 AM	11.50	321	29	Canyon Del Rey	Emergent
11/17/2023	231117-SEA03041	10:10:54 AM	10:15:47 AM	4.88	324	29	Canyon Del Rey	Emergent
11/18/2023	231118-SEA03044	3:05:26 AM	3:12:54 AM	7.47	6111	29	Quail Run	Emergent
11/18/2023	231118-SEA03048	9:46:45 AM	9:51:39 AM	4.68	521	29	Carlton	Non-Emergent
11/20/2023	231120-SEA03067	10:06:40 AM	10:13:54 AM	4.17	324	29	Rosita	Emergent
11/24/2023	231124-SEA03106	3:10:35 PM	3:19:07 PM	7.75	6111	29	Rosita	Emergent
11/26/2023	231126-SEA03119	1:25:40 PM	1:30:43 PM	4.02	1001	29	CANYON DEL REY	Emergent
11/26/2023	231126-SEA03121	4:51:50 PM	5:01:26 PM	8.03	622	29	Pheasant Ridge	Non-Emergent
11/28/2023	231128-SEA03134	3:21:43 AM	3:29:05 AM	6.88	311	29	ROSITA	Emergent
11/28/2023	231128-SEA03143	6:37:07 PM	6:42:40 PM	4.83	321	29	Carlton	Emergent
11/28/2023	231128-SEA03144	8:10:25 PM	8:16:38 PM	5.48	6111	29	Los Encinos	Emergent

Total Calls 15

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



Seaside Fire Department

1635 Broadway Avenue
Seaside, CA. 93955 831-899-6790

INCIDENT

Incident Number	Incident Date	NFIRS Number	Incident Type	
231116-SEA03035	11/16/2023	0003081	(321) - EMS call, excluding vehicle accident with injury	
FDID	Station	Shift	District	
27080	Seaside Fire	B shift	029	
Initial Dispatch Code				
MED				
Alarms	Working Fire?	COVID-19 was a factor	Critical Incident	Critical Incident Team
	No	Unknown	No	
Temporary Resident Involvement				
None				
Hazardous Materials Released				
Action Taken 1				
(32) - Provide basic life support (BLS)				

AID

Aid Given/Received
(N) - None

LOCATION

Location Type			
(1) - Street address			
Address			
540 Canyon Del Rey Boulevard, DEL REY OAKS, California, 93940			
Cross Street, USNG, or Directions	Latitude	Longitude	Census Tract
	36.58626800	-121.83049000	
Detector Alerted Occupant			
Property Use	Mixed Use		
(200) - Educational, other			

TIMES

PSAP Received	Dispatch Notified Time	Alarm Time
10:46:35, 11/16/2023	10:46:35, 11/16/2023	10:46:35, 11/16/2023
Arrival Time	Water on Fire Time	At Patient Time
10:58:42, 11/16/2023		
Loss Stop Time	Controlled Time	Last Unit Cleared Time
		11:35:58, 11/16/2023

TIMES

Total On Scene Time **0 hrs 37 mins 16 sec**
 Total Incident Time **0 hrs 49 mins 23 sec**

COUNTS

Counts Include Aid Received?
No

Suppression:		EMS:		Other:	
Apparatus	Personnel	Apparatus	Personnel	Apparatus	Personnel
1	8	0	0	0	0

AUTHORIZATION

Report Writer:

Name	Employee Number	Assignment	Authorization Date
Hicks, Jason	H01726	Captain	11/17/2023

Officer in Charge:

Name	Employee Number	Assignment	Authorization Date
Hicks, Jason	H01726	Captain	11/17/2023

Quality Control:

Name	Authorization Date
Nava, David	11/20/2023

INCIDENT NARRATIVE

See Incident EHR

Unit Reports

T6271

Use	Responding From	Priority
(1) - Suppression	Station 1	Emergent

Response Delays
Directions/Unable to Locate, Distance

Dispatch Time	Enroute Time	Arrival Time
10:47:12, 11/16/2023	10:48:48, 11/16/2023	10:58:42, 11/16/2023

At Patient Time	Clear Time	In District Time
	11:35:58, 11/16/2023	

Actions Taken:
Provide basic life support (BLS)

Personnel
Jason Hicks, Ben Flores, LEE MURRAY, Jonathan Gonzalez



POLICE

DEL REY OAKS

City Council Report

Nov 2023

Chris Bourquin - Chief

Case #	Date	Offense Code 1	Offense Code Description	DRO	MPAD	OJ	Residential	Commercial
Case #	Date	Offense Code 1						
23-283	11/01/2023	171.5(C)(11) PC	Unlawful Possession of weapon		X			
23-284	11/01/2023	Information Only						
23-285	11/02/2023	470(A) PC	Forgery	X				X
23-286	11/02/2023	AOD	Outside Assist			X		
23-287	11/04/2023	484(A) PC	Theft	X				X
23-288	11/04/2023	Information Only						
23-289	11/06/2023	374.8(B) PC	Illegal Dumping		X			X
23-290	11/06/2023	Information Only						
23-291	11/09/2023	Found Property						
23-292	11/09/2023	Towed Vehicle						
23-293	11/10/2023	484(A) PC	Theft/CITE	X				X
23-294	11/11/2023	Information Only						
23-295	11/14/2023	Information Only						
23-296	11/15/2023	ACN	Accident/14061VC Driver	X			X	
23-297	11/15/2023	Information Only						
23-298	11/16/2023	Outside Warrant/M	Arrest			X		
23-299	11/17/2023	20002(A)(1) VC	Hit & Run	X				X
23-300	11/17/2023	530 PC	Identity Theft	X			X	
23-301	11/19/2023	12500(A) VC	CITE			X		
23-302	11/19/2023	459 PC	Burglary	X			X	
23-303	11/20/2023	487(A) PC	Grand Theft	X				X
23-304	11/20/2023	ACPP	Accident	X				
23-305	11/20/2023	459 PC	Burglary	X				X
23-306	11/23/2023	245(A)(1) PC	ADW Stabbing	X				X
23-307	11/24/2023	23153(A) VC	DUI/Arrest	X				X
23-308	11/27/2023	Information Only						
23-309	11/28/2023	Information Only						
23-310	11/29/2023	484(A) PC	Theft	X			X	
23-311	11/30/2023	Outside Warrant/M	Arrest			X		
29 CASES								

Calls for Service	
Month	YTD
303	3,624

Case Reports	
Month	YTD
29	311

Alarms					
Residential		Commercial		MPAD	
Mo.	YTD	Mo.	YTD	Mo.	YTD
2	16	0	32	1	57

Citations					
Moving		Parking		Warning	
Mo.	YTD	Mo.	YTD	Mo.	YTD
7	121	37	308	19	226



Group A Offense Report

Printed On: 12/01/2023

Page 1 of 1

Item 3.

Beginning Date: 11/01/2023

Ending Date: 11/30/2023

Agency: All

Offense	Reported in 2023	Reported in 2022	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	NA
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	NA
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	NA
Non-consensual Sex Offenses:							
Rape	0	0	NA	0	0.00%	0.00%	NA
Sodomy	0	0	NA	0	0.00%	0.00%	NA
Sexual Assault with Object	0	0	NA	0	0.00%	0.00%	NA
Fondling	0	0	NA	0	0.00%	0.00%	NA
Aggravated Assault	1	0	NA	1	100.00%	50.00%	NA
Simple Assault	0	0	NA	0	0.00%	0.00%	NA
Intimidation	1	0	NA	0	0.00%	50.00%	NA
Kidnapping/Abduction	0	0	NA	0	0.00%	0.00%	NA
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	NA
Statutory Rape	0	0	NA	0	0.00%	0.00%	NA
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	NA
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	NA
Crimes Against Persons Total	2	0	NA	1	50%	18.18%	NA
Robbery	0	0	NA	0	0.00%	0.00%	NA
Burglary/Breaking & Entering	2	0	NA	0	0.00%	25.00%	NA
Larceny/Theft Offenses	4	7	-42.86%	1	25.00%	50.00%	NA
Motor Vehicle Theft	0	0	NA	0	0.00%	0.00%	NA
Arson	0	0	NA	0	0.00%	0.00%	NA
Destruction Of Property	0	0	NA	0	0.00%	0.00%	NA
Counterfeiting/Forgery	1	0	NA	0	0.00%	12.50%	NA
Fraud Offense	1	0	NA	0	0.00%	12.50%	NA
Embezzlement	0	0	NA	0	0.00%	0.00%	NA
Extortion/Blackmail	0	0	NA	0	0.00%	0.00%	NA
Bribery	0	0	NA	0	0.00%	0.00%	NA
Stolen Property Offenses	0	1	-100.00%	0	0.00%	0.00%	NA
Crimes Against Property Total	8	8	0%	1	12.5%	72.73%	NA
Drug/Narcotic Violations	0	0	NA	0	0.00%	0.00%	NA
Drug Equipment Violations	0	0	NA	0	0.00%	0.00%	NA
Gambling Offenses	0	0	NA	0	0.00%	0.00%	NA
Pornography/Obscene Material	0	0	NA	0	0.00%	0.00%	NA
Prostitution	0	0	NA	0	0.00%	0.00%	NA
Weapons Law Violation	1	0	NA	0	0.00%	100.00%	NA
Animal Cruelty	0	0	NA	0	0.00%	0.00%	NA
Crimes Against Society Total	1	0	NA	0	0.00%	9.09%	NA
Total Group "A" Offenses	11	8	37.5%	2	18.18%	100%	NA

Note: The Rate per 100,000 will be 'NA' when the Adjusted Population Base is Zero.



Group A Offense Report

Printed On: 12/01/2023

Page 1 of 1

Item 3.

Beginning Date: 01/01/2023

Ending Date: 11/30/2023

Agency: All

Offense	Reported in 2023	Reported in 2022	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	NA
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	NA
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	NA
Non-consensual Sex Offenses:							
Rape	1	0	NA	0	0.00%	6.67%	NA
Sodomy	1	0	NA	0	0.00%	6.67%	NA
Sexual Assault with Object	0	0	NA	0	0.00%	0.00%	NA
Fondling	0	1	-100.00%	0	0.00%	0.00%	NA
Aggravated Assault	4	4	0.00%	1	25.00%	26.67%	NA
Simple Assault	3	7	-57.14%	0	0.00%	20.00%	NA
Intimidation	6	2	200.00%	4	66.67%	40.00%	NA
Kidnapping/Abduction	0	0	NA	0	0.00%	0.00%	NA
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	NA
Statutory Rape	0	0	NA	0	0.00%	0.00%	NA
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	NA
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	NA
Crimes Against Persons Total	15	14	7.14%	5	33.33%	14.42%	NA
Robbery	0	0	NA	0	0.00%	0.00%	NA
Burglary/Breaking & Entering	6	1	500.00%	0	0.00%	8.45%	NA
Larceny/Theft Offenses	38	74	-48.65%	10	26.32%	53.52%	NA
Motor Vehicle Theft	1	3	-66.67%	0	0.00%	1.41%	NA
Arson	0	0	NA	0	0.00%	0.00%	NA
Destruction Of Property	9	13	-30.77%	2	22.22%	12.68%	NA
Counterfeiting/Forgery	2	2	0.00%	0	0.00%	2.82%	NA
Fraud Offense	13	12	8.33%	0	0.00%	18.31%	NA
Embezzlement	0	0	NA	0	0.00%	0.00%	NA
Extortion/Blackmail	0	0	NA	0	0.00%	0.00%	NA
Bribery	0	0	NA	0	0.00%	0.00%	NA
Stolen Property Offenses	2	2	0.00%	2	100.00%	2.82%	NA
Crimes Against Property Total	71	107	-33.64%	14	19.72%	68.27%	NA
Drug/Narcotic Violations	6	5	20.00%	5	83.33%	33.33%	NA
Drug Equipment Violations	7	6	16.67%	6	85.71%	38.89%	NA
Gambling Offenses	0	0	NA	0	0.00%	0.00%	NA
Pornography/Obscene Material	2	0	NA	1	50.00%	11.11%	NA
Prostitution	0	0	NA	0	0.00%	0.00%	NA
Weapons Law Violation	2	4	-50.00%	0	0.00%	11.11%	NA
Animal Cruelty	1	0	NA	0	0.00%	5.56%	NA
Crimes Against Society Total	18	15	20%	12	66.67%	17.31%	NA
Total Group "A" Offenses	104	136	-23.53%	31	29.81%	100%	NA

Note: The Rate per 100,000 will be 'NA' when the Adjusted Population Base is Zero.



2024 CITY OF DEL REY OAKS REGIONAL AGENCIES BOARDS & COMMITTEES REPRESENTATIVES APPOINTMENT LIST

AGENCY	STIPEND	MEMBER
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SPECIAL DISTRICTS

<p>1) ReGen Monterey * 4 year term through 2024 Felipe Melchor, General Manager 14201 Del Monte Blvd., Marina 384-5313 / Website: www.mrwmd.org <i>Meeting: 3rd Friday of each month at 9:30 a.m.</i></p>	\$100/mtg	Shirley
<p>2) Monterey-Salinas Transit Carl Sedoryk, General Manager 19 Upper Ragsdale Dr. #200, Monterey 899-2558 / Website: www.mst.org <i>Meeting: 2nd Monday of each month at 10:00 a.m.</i></p> <p>Mo Co Regional Taxi Authority Administered by MST <i>Meeting: Once a year</i></p>	\$100/mtg	Shirley Hallock
<p>3) Northern Salinas Valley Mosquito Abatement * 2 year term through 2024 Kenneth Klemme, Manager-Biologist 342 Airport Blvd, Salinas 373-2483 / Website: www.montereycountymosquito.com <i>Meeting: 2nd Tuesday of each month at 12:00 p.m.</i></p>	\$100/mtg	Goetzelt
<p>4) Seaside County Sanitation District Chair: Jerry Blackwelder</p> <p>440 Harcourt Avenue, Seaside 899-6230 / Website: www.ci.seaside.ca.us <i>Meeting: 2nd Tuesday of each month at 9:30 a.m.</i></p>	\$100/mtg	Uy Ragsdale-Cronin
<p>5) M. Peninsula Water Management District (MPWMD) David Stoldt, General Manager 5 Harris Court, Bldg. G, Monterey 658-5600 / Website: www.mpwmd.dst.ca.us/mpwmd.htm <i>Meeting: 3rd Monday of each month at 7:00 p.m</i></p>	No compensation	Hallock (PAC) Guertin (TAC)

JOINT POWERS AUTHORITIES

Item 1.

- | | | |
|--|--------------------------------|----------------------------|
| 1) Association of Monterey Bay Governments
Maura F. Twomey, Executive Director
24580 Silver Cloud Ct., Monterey
883-3750 or info@ambag.org / Website: www.ambag.org
<i>Meeting: 2nd Wednesday of each month at 6:00 p.m.</i> | \$50/mtg. | Uy
Shirley |
| 2) Community Human Services
Robin McCrae, Executive Director
2560 Garden Road, Ste 201, Monterey
658-3811 or info@chservices.org / Website: www.chservices.org
<i>Meeting: 3rd Thursday of each month at 11:00 a.m.</i> | No compensation | Hallock
Ragsdale-Cronin |
| 3) Monterey One Water (MRWPCA)
Paul A. Sciuto, General Manager
5 Harris Court, Bldg. D, Monterey
372-3367 / Website: www.mrwpc.org
<i>Meeting: Last Monday of each month at 6:00 p.m.</i> | \$50/mtg
\$100 after July 1 | Donaldson
Shirley |

SPECIALY CONSTRUCTED ORGANIZATION

- | | | |
|--|------------|-----------------|
| 1) Transportation Agency for Monterey County (TAMC)
Debbie Hale, Executive Director
55-B Plaza Circle, Salinas
775-0903 / Website: www.tamcmonterey.org
<i>Meeting: 4th Wednesday of each month at 9:00 a.m.</i> | \$100/mtg. | Donaldson
Uy |
|--|------------|-----------------|

MISCELLANEOUS

- | | | |
|--|-----------------|--------------------------------|
| 1. City Selection (Mayors)
<i>Meeting: 1st Friday of each month at 11:30 a.m.</i> | No compensation | Donaldson |
| 2. Monterey Bay Area Insurance Fund (MBAIF)
Michael Simmons, Risk Manager
100 Pine St., 11 th Floor, San Francisco
(415)403-1400 / Website: www.mbasia.org
<i>Meeting: 1st Monday of each month at 9:30 a.m.</i> | | Guertin |
| 3. Seaside Groundwater Basin Watermaster
Dewey D. Evans, Chief Executive Officer

2600 Garden Road, Suite 228, Monterey
641-0113 / Website: www.seasidebasinwatermaster.org
<i>Meeting: 1st Wednesday of each month at 2:00 p.m.</i> | No compensation | Shirley
Ragsdale-
Cronin |

Approved as to form and content at a Regular Meeting of the City Council of the City of Del Rey Oaks held on December 19, 2023.

Signed: _____ Scott Donaldson, Mayor Attest: _____ Karen Minami, City Clerk

As of June 21, 2023	
Public Safety:	Council Members Hallock, Uy and Shirley
Park/Rec:	Council Members Hallock, Ragsdale-Cronin and Shirley
Public Works:	Council Member Ragsdale-Cronin, Uy and Mayor Donaldson
Finance:	Council Members Ragsdale-Cronin, Shirley, and Mayor Donaldson

2024

JANUARY

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

FEBRUARY

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MARCH

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APRIL

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29	30					

MAY

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27	28	29	30	31		

JUNE

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JULY

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29	30	31				

AUGUST

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SEPTEMBER

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OCTOBER

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28	29	30	31			

NOVEMBER

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DECEMBER

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23	24	25	26	27	28	29
30	31					



CITY OF DEL REY OAKS

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

DATE: December 19, 2023
TO: Honorable Mayor and City Council
FROM: John Guertin, City Manager
SUBJECT: Appointment of Vice Mayor for 2024

CEQA: Enactment of this resolution is not subject to the California Environmental Quality Act (CEQA) as it is not a project pursuant to Guidelines Section 15378 (b)(5) because it is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment.

Recommended Action

That the Council approve the appointment of Councilmember John Uy as Vice Mayor for the 2024 calendar year.

Discussion

California Government Code Section 36801 requires the appointment of a mayor pro tempore or Vice Mayor. At the beginning of 2023, the Council selected Councilmember Shirley to be Vice Mayor for 2023 and that Councilmember Uy would be next in the rotation.

Fiscal Impacts

None.

Respectfully Submitted,

John Guertin
City Manager



CITY OF DEL REY OAKS

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

DATE: December 19, 2023

TO: Honorable Mayor and City Council

FROM: John Guertin, City Manager

SUBJECT: Consider a Contribution of \$2,500 to the Monterey County Business Council as Part of a Regional Local Match for the MCBC to Host the Small Business Development Center

CEQA: This is not a project for the purposes of the California Environmental Quality Act (CEQA) and has no potential for resulting in either a direct or indirect impact on the environment.

Recommended Action

It is recommended that the City Council consider approving a partnership with the Monterey County Business Council (MCBC) through a local match contribution of \$2,500 and authorizing the City Manager to execute said agreement on behalf of the City if MCBC's application for the Small Business Development Center (SBDC) is awarded.

Background

The Small Business Development Center (SBDC) is a federal, Small Business Administration (SBA) funded program to assist small businesses with resources necessary to be successful. This includes creating business plans, assistance with human resources, access to capital to ensure business owners are creating a solid foundation for their company, and more. Cal Coastal through U.C. Merced (UCM) currently operates the SBDC in the City of Salinas and over the last 12 months assisted 839 local businesses in Monterey County. No businesses located in Del Rey Oaks took advantage of their services in this time period. The location of its offices only in Salinas may have served as an impediment for local business to fully tap into SBDC's services. However, if MCBC is successful in its application to host the SBDC, the City of Monterey has committed to hosting a satellite office.

UCM, who manages multiple SBDC's for the Small Business Administration throughout California was notified in October that Cal Coastal is not opting to renew their agreement with UCM for the SBDC designation. Without a local agency willing to step in to host the SBDC, Monterey County stands to lose this valuable resource. Fortunately, MCBC has agreed to step up as the local host, but the turnaround time to apply is tight with a deadline to apply by December 15, 2023. MCBC is currently the only local agency applying for the designation.

Discussion

MCBC is requesting a local match from the City of \$2,5000 towards the total match requirement of \$120,000. This match is needed to secure \$400,000 for the federal Small Business Administration (SBA) Small Business Development Center (SBDC) program. In addition to Del Rey Oaks, MCBC is requesting funding from all cities throughout Monterey County. Most other cities have committed to contributing \$5,000 to \$10,000 with the County committed to contributing the rest to reach the \$120,000 total.

MCBC plans to apply for CA GoBiz (Technical Assistance Program) funding in 2024 that would defray the need for future contributions from the City. The local match from Del Rey Oaks would only be needed if MCBC is awarded the designation.

Fiscal Impacts

It is recommended that the City commit \$2,500 for the first year of the grant toward the local match requirement of the Small Business Development Center (SBDC) program. Funding would come from General Fund fund balance. This funding is contingent on MCBC securing the SBDC designation and will not be granted to the MCBC if the application is unsuccessful.

Attachments

- Monterey County Business Council Partnership Request

Respectfully Submitted,

John Guertin
City Manager



Overview

The Small Business Development Center (SBDC) is a federal, Small Business Administration (SBA) funded program to assist small businesses with resources necessary to be successful. This includes creating business plans, assistance with human resources, access to capital to ensure business owners are creating a solid foundation for their company, and more. Over the last 12 months, SBDC has assisted 839 local businesses in Monterey County.

The SBDC is currently hosted by Cal Coastal (a financial institution) through U.C. Merced (UCM), who manages multiple SBDC's for the Small Business Administration throughout California. Cal Coastal notified U.C. Merced in October that they are opting not to renew their agreement with UCM for the SBDC designation. The Request for Proposals to host the SBDC was released at the end of October, with a tight deadline to apply by December 15th, 2023.

The current SBDC and Monterey County Business Council (MCBC) have worked collaboratively for years, referring business owners back and forth to each other based on the needs of the companies. MCBC has been working in partnership with the County of Monterey to assist businesses recover from the pandemic - the entirely bilingual staff at MCBC is active in all areas of the county, both in seminars and on foot, engaging businesses. The opportunity to expand those SBDC services to MCBC is a seamless progression for MCBC.

Plan

If selected as the host, Monterey County Business Council plans to run the SBDC a little differently than its current setup---requesting partnerships with the City of Soledad and City of Monterey for satellite offices in South County and Monterey Peninsula, in addition to the home base office in Salinas. This allows business owners to have access to the SBDC services in their area without traveling to Salinas, which is currently the only location. There is also a plan to expand outreach to South County and Monterey Peninsula, to ensure the assistance to those areas increases dramatically.

MCBC currently has bilingual staff, expertly trained in outreach and assistance to businesses – the progression of working as the SBDC is a natural fit.

Funding

MCBC is currently the only local agency applying for the designation. MCBC recognizes the need for the SBDC, and understands if no one applies, Monterey County loses the Small Business

Development Center entirely. There is a local match requirement of \$120,000 for the \$400K federal SBA Small Business Development Center (SBDC) program. There is CA GoBiz (Technical Assistance Program) funding available that MCBC plans to apply for in 2024 (the current SBDC has it), but with one month to submit the RFP, MCBC is unable to secure it from the state for the RFP application. The requirement for funding is promissory for the RFP – the local match would only be required if MCBC is awarded the designation.

The requirement for funding is promissory for the RFP – the local match would only be required if MCBC is awarded the designation.

MCBC has secured \$10,000 from the City of Monterey and a satellite location in Monterey and is currently asking for financial commitments from multiple cities. We have confirmation of the following:

County of Monterey - \$64,000 – confirmed

Monterey - \$10K and satellite office - confirmed

Carmel - \$5K - confirmed

King City - \$5K - confirmed

Gonzales- \$5K – confirmed

Marina - \$5K – confirmed

Seaside - \$5K confirmed

Soledad - \$10K and satellite office (going to council for approval on 12/5)

Greenfield - \$5K (going to council for approval on 12/12)

We are contacting and sending a template staff report with the funding request to:

Sand City - \$5K (requested to add to next council meeting)

Pacific Grove- \$5K (requested to add to next meeting)

Del Rey Oaks - \$5K

Request

MCBC is respectfully requesting \$5,000 from the City of Del Rey Oaks towards the local match requirement. We also recognize the variance in size of cities and their respective budgets in Monterey County, so we understand if DRO cannot meet the \$5K amount---but would ask for participation at some level to show the commitment from all cities. The match would be contingent upon the SBA grant being awarded to Monterey County Business Council.



CITY OF DEL REY OAKS

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

DATE: December 19, 2023

TO: Honorable Mayor and City Council

FROM: John Guertin, City Manager

SUBJECT: Authorize the Establishment of a Deputy City Clerk/Permit Clerk Position in the Fiscal Year 2023-24 Budget

CEQA: This is not a project for the purposes of the California Environmental Quality Act (CEQA) and has no potential for resulting in either a direct or indirect impact on the environment.

Recommended Action

It is recommended that the City Council consider approving the Job Description for a Deputy City Clerk/Permit Clerk and amend the Fiscal Year 2023-24 budget to include new position.

Background

In Fiscal Year 2019-20, the City's front office was adequately staffed with an Assistant to the City Manager/City Clerk, Deputy City Clerk, and a part-time Administrative Assistant. However, following the retirement of the Assistant to the City Manager/City Clerk in 2020, adjustments were made to the staffing plan. Karen Minami was promoted from Deputy City Clerk to the vacant position, and, given the unique circumstances of the pandemic, the Council approved the decision to leave the Deputy City Clerk position vacant while upgrading the Administrative Assistant position to full-time status. This staffing configuration has remained in place since 2021.

Discussion

As our community emerges from the challenges posed by the pandemic, City administrative services and operational demands have rebounded to peak, pre-pandemic levels. Since the implementation of the current staffing plan, there has been a sustained increase in workload and service demands. Factors contributing to this uptick include a return to in-person meetings, a rise in the number of meetings and events, heightened permit activity, management of significant Public Works and Parks projects, oversight of the short-term rental program and business licenses, conduct of special elections, and ongoing efforts to enhance processes and technology.

Given the compelling need to address the increased workload and service demands on City Administration, it is recommended that the City Council approves the Job Description for the Deputy City Clerk/Permit Clerk position and amends the Fiscal Year 2023-24 budget to incorporate this new

position. This will help ensure that our city continues to provide efficient and effective services to our residents and businesses.

Fiscal Impacts

The anticipated cost of the new position, which will be filled at Step 1 in the salary range, is \$63,440, plus associated benefits. These costs will be covered by salary savings resulting from the unfilled Sergeant position, ensuring a budget-neutral impact.

Attachments

- Deputy City Clerk/Permit Clerk Job Description
- Amended Salary Schedule

Respectfully Submitted,

John Guertin
City Manager



CITY OF DEL REY OAKS

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

Job Description: Deputy City Clerk/Permit Clerk

Definition

Under direction, the Deputy City Clerk/Permit Clerk performs a wide variety of clerical duties such as receptionist, permit processing, dog park registrations, park rental scheduling, records management, data entry, word processing, and customer service. The position assists the City Clerk with maintaining the official records of the City and other commissions and committees, including minutes and actions taken; provides a variety of public service activities including taking in payments, resolving customer service problems and providing information and assistance regarding City services and procedures.

Supervisory Relationship

Reports to the City Clerk. Works independently under the guidance of City policies, procedures, ordinances, and codes.

Examples of Duties (Illustrative Only)

Front Counter Duties:

- Greets the public at the counter and on the telephone. Answers questions regarding the permit processes, park rentals, short-term-rental (STR) applications and license requirements, refers technical inquiries to proper staff. Schedules inspections. Provides explanation of policies and procedures, processes application materials, provides cashiering services.
- Reviews and accepts permit applications, initiates permit cases, and processes "over-the-counter" permits. Issues permits to the public.
- Reviews and processes short-term-rental (STR) applications and licenses, including updating registration tracking spreadsheets, mails compliance letters, and tracks management/ownership changes on rental properties.
- Processes and tracks dog park registrations.
- Schedules and processes park facility rentals.

Clerk Duties:

- Utilizes a variety of computer programs, including a (STR) tracking system, word processing, spreadsheet and database applications.
- Maintains filing systems. Assists staff and public with record requests.
- Prepares routine correspondence and takes meeting notes. Assists with special and routine mailings.
- Collects and receipts payments for building, encroachment, fence and other permits, business licenses and other revenues due to the City.
- Assists with business license tracking, and billing.
- Performs other related duties within the scope of the classification.

Knowledge, Skills, and Abilities

The City Clerk should possess the following knowledge, skills, and abilities:

- Standard office practices and procedures including ability to file alpha-numerically, indexing, cross reference methods, etc.
- Good working knowledge of standard office equipment operation, including desktop computers and standard office software applications.
- Purpose, practices, and policies of the City, including the operational relationships between the City, other governmental agencies and community groups and agencies.
- Knowledge of business English including reading, composition, punctuation, spelling, grammar and format. Legible handwriting.
- Knowledge of record-keeping principles and procedures.
- Good oral communication skills, interpersonal sensitivity, assertiveness and stress tolerance for dealing with the public.
- Strong customer service skills to work with a variety of citizens and personnel using tact, courtesy and good judgment.
- Strong computer skills including word processing, data entry/retrieval, spreadsheet applications.
- Good written communication skills to prepare minutes, correspondence and reports.
- Ability to work independently in carrying out position responsibilities.
- Ability to handle several tasks simultaneously and to plan and organize work to meet deadlines while maintaining accuracy and attention to detail in an environment of frequent interruptions.

Education and Experience

Any combination of training and experience that provides the required knowledge, skills, and abilities is qualifying. A typical qualification would be:

- Two years clerical experience in a busy office environment, including public reception duties with extensive public contact.
- Experience utilizing a variety of computer software applications including data entry/retrieval, spreadsheets, word processing, files maintenance and records management.

License and Certificates

The Deputy City Clerk/Permit Clerk should possess or have the ability to obtain:

- A Notary Public certification.
- A Certified Municipal Clerk certification is highly desirable.

Working Conditions:

Physical Demands:

Work is performed primarily in a standard office setting with moderate noise levels and controlled temperature conditions. The position involves using standard office equipment, including a computer. While the role is primarily sedentary, standing and walking between work areas may be required. The Deputy City Clerk/Permit Clerk should have finger dexterity to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Occasionally, the employee may need to bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. The ability to lift, carry, push, and pull materials and objects up to 25 pounds is also necessary.

Environmental Elements:

The Deputy City Clerk/Permit Clerk works in an office environment with controlled temperature conditions and no direct exposure to hazardous physical substances.

Special Requirements:

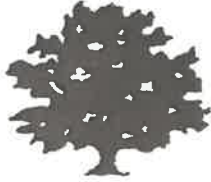
The Deputy City Clerk/Permit Clerk is required to attend various meetings, some of which may occur at night.

Note: This job description is not exhaustive and may be subject to changes and additional duties as assigned by the City Clerk and/or City Manager.

CITY OF DEL REY OAKS Revise 12/19/23
SALARY SCHEDULE FOR FISCAL YEAR 2023-2024

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Contract
City Manager	Per Contract					
Monthly						16,844.50
Bi-weekly						7,774.40
Hourly Rate						97.18
Annual						202,134.00
Chief of Police	Per Contract					
Monthly						13,333.33
Bi-weekly						6,154.00
Hourly Rate						76.93
Annual	-	-	-	-	-	160,000.00
City Clerk						
Monthly	6,974.92	7,323.33	7,689.08	8,073.83	8,477.75	
Bi-weekly	3,219.20	3,380.00	3,548.80	3,726.40	3,912.80	
Hourly Rate	40.24	42.25	44.36	46.58	48.91	
Annual	83,699.00	87,880.00	92,269.00	96,886.00	101,733.00	
Deputy City Clerk/Permit Clerk						
Monthly	5,286.67	5,551.83	5,829.17	6,120.42	6,427.17	
Bi-weekly	2,440.00	2,562.40	2,690.40	2,824.80	2,966.40	
Hourly Rate	30.50	32.03	33.63	35.31	37.08	
Annual	63,440.00	66,622.00	69,950.00	73,445.00	77,126.00	
Administrative Assistant						
Monthly	4,550.00	4,777.08	5,016.25	5,267.58	5,531.08	
Bi-weekly	2,100.00	2,204.80	2,315.20	2,431.20	2,552.80	
Hourly Rate	26.25	27.56	28.94	30.39	31.91	
Annual	54,600.00	57,325.00	60,195.00	63,211.00	66,373.00	
Police Commander						
Monthly	8,526.67	8,952.58	9,400.33	9,869.83	10,363.08	
Bi-weekly	3,935.40	4,131.96	4,338.60	4,555.32	4,782.96	
Hourly Rate	46.85	49.19	51.65	54.23	56.94	
Annual	102,320.00	107,431.00	112,804.00	118,438.00	124,357.00	
Police Sergeant						
Monthly	7,525.67	7,902.42	8,297.42	8,712.33	9,147.33	
Bi-weekly	3,473.40	3,647.28	3,829.56	4,021.08	4,221.84	
Hourly Rate	41.35	43.42	45.59	47.87	50.26	
Annual	90,308.00	94,829.00	99,569.00	104,548.00	109,768.00	
Police Officer						
Monthly	6,490.08	6,814.08	7,154.42	7,513.00	7,887.92	
Bi-weekly	2,995.44	3,144.96	3,302.04	3,467.52	3,640.56	
Hourly Rate	35.66	37.44	39.31	41.28	43.34	
Annual	77,881.00	81,769.00	85,853.00	90,156.00	94,655.00	
Public Works Supervisor						

Monthly	5,655.83	5,938.42	6,234.83	6,546.83	6,964.50	
Bi-weekly	2,610.40	2,740.80	2,877.60	3,021.60	3,214.40	
Hourly Rate	32.63	34.26	35.97	37.77	40.18	
Annual	67,870.00	71,261.00	74,818.00	78,562.00	83,574.00	
Temporary/Part Time EE						
Hourly Rate	At the discretion of the City Manager				50.00	



CITY OF DEL REY OAKS

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

DATE: December 19, 2023

TO: Honorable Mayor and City Council

FROM: John Guertin, City Manager

SUBJECT: Adopt Resolution 2023-22 to Approve Professional Services Agreements with Whitson Engineers and Denise Duffy & Associates for Engineering and Environmental Services for the South Boundary Road Realignment and General Jim Moore Blvd. Intersection Project

CEQA: The actions contemplated in this Resolution do not constitute a project within the meaning of Section 15378(a) of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly, and is not a “project” pursuant to Section 15378(b)(5). If this Resolution is found to be a project under CEQA, it is exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

Recommended Action

It is recommended that the City Council adopt a resolution to authorize the City Manager to execute agreements with Whitson Engineers and Denise Duffy & Associates for Engineering and Environmental Services for the South Boundary Road Realignment and General Jim Moore Blvd. Intersection Project.

Background

In May 2020, the City entered into a Memorandum of Agreement Regarding Funding to be provided for the South Boundary Roadway and the Intersection at General Jim Moore Boulevard Improvements with the Fort Ord Reuse Authority. The following is a summary of key provisions of the MOA:

- The City of Del Rey Oaks will undertake management of the improvements to South Boundary Roadway and the intersection at General Jim Moore Boulevard with the funds transferred from FORA pursuant to the MOA.
- FORA: 1) funded two escrow holding accounts - one for the estimated construction costs of South Boundary Roadway Improvements for Seven Million Two Hundred Sixty Nine Thousand Eight Hundred Thirteen Dollars (\$7,269,813), and one for the estimated construction costs of the Intersection at General Jim Moore Boulevard for One Million Fifty Six

Thousand One Hundred Sixty Eight Dollars (\$1,056,168); and 2) transfer to the City of Del Rey Oaks the combined design services estimate for the Improvements of Five Hundred Eighteen Thousand Five Hundred Sixty Four Dollars (\$518,564).

- FORA will assign the Whitson contract work associated with the design of the improvements to the City.
- The City will assume responsibility for any further necessary environmental analysis, review, or approvals, and for the implementation and supervision of any mitigation measures or monitoring program adopted in connection with any environmental approvals for the improvements, as well as any required coordination with the City of Monterey or any other governmental entities.

Discussion

With the impacts of the pandemic and negotiations with the California Native Plant Society regarding establishment of a habitat preserve on a parcel at the corner of South Boundary and General Jim Moore, the work envisioned in the MOA has not been delayed. Due to the significant time delay, changes in the planned location of the Gen. Jim Moore intersection, and the need for additional environmental review, staff is recommending that the City approve new agreements with Whitson Engineers and Denise Duffy & Associates in order to address the modified scopes of work.

With the approval of the attached agreement with Whitson Engineers the City will be continuing Engineering and Land Surveying services for the design of the operational and safety improvements of the South Boundary Road project. The work will include design efforts to incorporate the new alignment and move the project through the CEQA process towards construction. Whitson's proposal will assist with the CEQA analysis, design of the roadway, and civil engineering support during the construction stage of the project. To meet the needs of the project they have carried over their design team from their previous contract with FORA. The Project Team includes:

Whitson Engineers Project Management|Civil Engineering|Land Surveying
 Kimley-Horn Traffic Engineering
 Earth Systems Geotechnical Engineering
 Aurum Consulting Engineers Electrical Engineering and Lighting Design

The total cost of the Whitson scope of work is \$651,900 (not to exceed \$655,400).

Denise Duffy & Associates, Inc. (DD&A) has provided a proposal to provide environmental consulting services for the South Boundary Road Realignment and General Jim Moore Boulevard Intersection Project (proposed project). Specifically, the proposal includes environmental consulting services to review and analyze the proposed project in accordance with the California Environmental Quality Act (CEQA).

The total cost of the DD&A scope of work is \$97,993.

These proposals were solicited from Whitson and DD&A as sole source services due to the extent of the consultant's involvement with the project to date under contract with FORA and later with, through assignment of the contract, with the City.

Fiscal Impacts

The costs associated with these contracts totals \$ 749,893 (Whitson \$651,900 and DD&A \$97,993) and will be covered by funds transferred to the City by FORA. Work associated with this project will be contingent upon the availability of these funds to cover all costs.

Attachments

- Resolution 2023-22

Respectfully Submitted,

John Guertin
City Manager

Resolution No. 2023-22**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL REY OAKS
APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF PROFESSIONAL SERVICE
AGREEMENTS WITH WHITSON ENGINEERS AND DENISE DUFFY & ASSOCIATED FOR
ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE SOUTH BOUNDARY ROAD
REALIGNMENT AND GENERAL JIM MOORE BOULEVARD INTERSECTION PROJECT**

WHEREAS, the Fort Ord Reuse Authority (“FORA”) initiated agreements with Whiston Engineers and Denise Duffy & Associates for engineering and environmental services in connection with the relocation and reconfiguration of the existing intersection of General Jim Moore Boulevard with South Boundary Road and an upgrade of that portion of South Boundary Road located between its intersection with General Jim Moore Boulevard.

WHEREAS, the existence of FORA terminated in accordance with state law on June 30, 2020 (“FORA’s Termination Date”).

WHEREAS, in May 2020, the City of Del Rey Oaks executed a Memorandum of Agreement (MOA) with FORA to take over efforts to complete the project.

WHEREAS, the City also agreed to undertake responsibility for any further necessary environmental analysis, review, or approvals, implementation and supervision of any mitigation measures or monitoring program adopted in connection with any environmental approvals for the improvements, and any required coordination with the City of Monterey or any other governmental entities.

WHEREAS, the City wishes to re-engage Whiston Engineers and Denise Duffy & Associates to continue their work associated with the project.

WHEREAS, the actions contemplated in this Resolution do not constitute a project within the meaning of Section 15378(a) of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly, and is not a “project” pursuant to Section 15378(b)(5). If this Resolution is found to be a project under CEQA, it is exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

NOW THEREFORE BE IT RESOLVED the City Council of Del Rey Oaks hereby resolves as follows:

1. The foregoing recitals are true and correct.
2. Approves a Professional Services Agreement with Whiston Engineers for Civil Engineering and Land Surveying Services for an amount not to exceed \$655,400 (Exhibit A).
3. Approves a Professional Services Agreement with Denise Duffy & Associates for

Environmental Consulting Services for an amount not to exceed \$97,993 (Exhibit B).

- 4. The City Manager is hereby authorized and directed to make necessary accounting and budgetary entries.
- 5. The City Manager is authorized to execute the Agreements on behalf of City subject to final review by the City Attorney.
- 6. This Resolution shall take effect immediately.

INTRODUCED AND ADOPTED ON December 19, 2023, by the City Council of Del Rey Oaks by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVE:

Scott Donaldson, Mayor

ATTEST:

Karen Minami, City Clerk

CITY OF DEL REY OAKS
AGREEMENT FOR CIVIL ENGINEERING & LAND SURVEYING SERVICES
(SOUTH BOUNDARY ROAD REALIGNMENT AND GENERAL JIM MOORE BLVD.
INTERSECTION PROJECT)

THIS AGREEMENT (“Agreement”) is executed _____, 20____ by and between the CITY OF DEL REY OAKS, a municipal corporation (hereinafter “City”), and Whitson Engineers (hereinafter “Consultant”), 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 Consultant to perform the services required by this Agreement as City does not have the capability to perform such work;

WHEREAS, Consultant 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, Consultant 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.** Consultant agrees to provide to the City, as the scope of services under this Agreement, the following services: Civil Engineering & Land Surveying Services for the South Boundary Road Realignment and General Jim Moore Boulevard Intersection Project. The scope of services are further described in: 1) “Scope of Services” attached hereto as Exhibit “A;” and 2) “Hourly Rate Schedule” for Whitson Engineers, Kimley-Horn and Associates, Inc., Earth Systems, and Aurum Consulting Engineers as Exhibit “B.” In case of any conflict between these documents, this Agreement shall take first precedence, Consultant’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 Consultant agrees to accept as full and fair consideration for the performance of this Agreement \$651,900 (not to exceed \$655,400). 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.** Consultant shall submit written invoices to the City. Consultant’s invoices shall include a brief description of services performed.

3. AGREEMENT TERM

A. **Term.** The work under this Agreement shall commence at the mutual reasonable agreement of the parties.

B. **Timely Work.** Consultant 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 CONSULTANT

A. **Independent Consultant.**

i. Consultant is an independent consultant. 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 Consultant 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. Consultant 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 Consultant’s performance of services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant’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 Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant 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: John Guertin
Title: City Manager
Address: 650 Canyon Del Rey Blvd. Del Rey Oaks, CA 93940

{A|L-01481074;1}

Telephone: 831-394-8511

B. **Consultant's Representative.** Consultant appoints the individual named below as its contact person for the purposes of this Agreement.

Name: Andrew Hunter
 Title: Principal, Whitson Engineers
 Address: 6 Harris Court, Monterey, CA 93940
 Telephone: 831-649-5225

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

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law Consultant shall 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 Consultant, anyone directly or indirectly employed by Consultant, or anyone Consultant controls (collectively "Liabilities"). Consultant shall have liability for reasonable and necessary defense costs incurred by persons indemnified to the extent caused by Consultant's negligence herein and recoverable under applicable law on account of negligence. 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

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant 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.

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C. **Workers' Compensation Insurance.** If Consultant employs others in the performance of this Agreement, Consultant 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 Consultant'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, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Manager. Consultant 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 Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Consultant 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. Consultant warrants that Consultant and Consultant's employees performing services under this Agreement are specially trained and experienced to perform the services described herein.

B. Consultant 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. Consultant 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.

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Consultant 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 Consultant’s Estimate.

D. Consultant 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 Consultant to review the quality of work and resolve the matters of concern.

9. CITY INFORMATION AND RESOURCES

A. **City Resources.** The City acknowledges that Consultant’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 Consultant. To the extent that the City fails to provide City resources, Consultant 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 Consultant be entitled to extra compensation for same.

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

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 Consultant under this Agreement (collectively, “the Materials”) are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, vendors, successors or assignees may have in the Materials. Consultant 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 Consultant 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 Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant 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.

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11. DISPUTE RESOLUTION

The City Manager and Consultant 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 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 Consultant 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 Consultant 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, Consultant is in default of its obligations contained in this Agreement if Consultant:

- 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, Consultant 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,

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sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant’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 Consultant 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 Consultant 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 Consultant expressly reserve the right to enter into agreements with other Consultants 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

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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.** Consultant 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, Proposal for Civil Engineering & Land Surveying Services.

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

WHITSON ENGINEERS

John Guertin,
City Manager

Andrew Hunter,
Principal

Date

Date



Civil Engineering + Land Surveying

6 Harris Court, Monterey, CA 93940 | 831.649.5225

whitsonengineers.com

October 13, 2023

Project No.: 3685.08

ATTACHMENT A

SCOPE OF SERVICES

To Provide Civil Engineering and Land Surveying Services for:

South Boundary Road
 (South Boundary Road from General Jim Moore Blvd to Rancho Saucito Lane – 7,600')
 Del Rey Oaks, California

SCOPE OF SERVICES

Task 1 – Land Surveying

1.1 Supplemental Surveying

Supplement the previously obtained aerial topography with a ground survey to verify ground elevations and physical features where there is a lack of ground visibility from the aerial survey or where greater detail is needed to support the design effort.

Task 2 – Preliminary Civil Engineering

2.1 30% Improvement Plans

Revise the June 2019 Improvement Plans to include a roundabout at the General Jim Moore Blvd Intersection as generally depicted on the June 15, 2020 Exhibit by Whitson Engineers for review by the City and project stakeholders and use with the CEQA analysis.

The new CEQA analysis of the roadway allows for the opportunity to improve roadway edge conditions and conforms. The roadway corridor grading along South Boundary Road will be refined as such and a new limit of work will be provided to DD&A for their review.

30% Plans will include an intersection sight distance analysis, proposed lane configuration, typical street sections, preliminary plan and profile information, schematic drainage design, and preliminary limits of grading.

For this scope of work, it is assumed that intersections or driveways to accommodate future development along the roadway corridor will not be included.

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2.2 Earthwork Calculations

Prepare new earthwork calculations of the 30% Improvement Plans to evaluate cut and fill quantities of the current design compared to the new topographic survey data. Quantities shall be segregated by Munitions Response Areas (MRA) per DTSC recommendations.

Consult with City staff and the Munitions Response Coordinator regarding the earthwork balance and the ability to transfer soil between different MRA parcels, per DTSC guidance on the Soils Management Plan (by others).

2.3 Conceptual Stormwater Facility Sizing

Perform preliminary analysis for new storm water control features at the new roundabout at General Jim Moore Boulevard and to address proposed grading and drainage modifications along the remainder of South Boundary Road.

2.4 Stakeholder Coordination

Coordinate and attend up to two (2) meetings with project stakeholders to review preliminary engineering data on the 30% Improvement Plans, including design criteria, public access, edge conditions, intersection and driveway locations, utility needs, and storm drainage.

2.5 CEQA Coordination

Provide support services to the City and DD&A as a part of their CEQA Analysis of the roadway project. Support could entail answering questions and providing data regarding the limits of construction, project quantities, and schedule. Review the draft project description for compliance with the draft plans.

Task 3 – Final Civil Engineering Design

3.1 60% PS&E – Draft Set

Prepare new 60% Improvement Plans, Specifications and Estimate. Submit progress prints electronically to the City for distribution and review. (Hard copy prints can also be provided if requested as a reimbursable expense.) 60% Plans shall expand on the 30% Plans to include the following additional information:

- Street and Storm Drain Construction Details
- Contour Grading Plans. Conformance to existing improvements at intersections and project edge conditions.
- Drainage Plan expanded to include pipe sizes, slopes, and details for infiltration facilities.
- Schematic proposed utility locations based on stakeholder and utility agency coordination.

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- Pavement Delineation and Sign Plans. Plan to include the proposed signage and striping improvements along the roadway and at intersections, including number of lanes, lane widths, and crosswalks.
- Erosion Control Plans (1"=100') with construction related BMP details.

3.2 Earthwork Analysis

Prepare updated earthwork calculations and a Mass-Haul Diagram of the 60% Improvement Plans to evaluate refined cut and fill quantities. Quantities shall be segregated by property and ESCA status.

3.3 Storm Water Control Plan and O&M Plan

Prepare a Storm Water Control Plan (SWCP) for the project at the 60%, 90% and 100% design phases to document how stormwater is managed within the future right-of-way per City of Del Rey Oaks and City of Monterey design requirements and the cities' MS4 permits. The SWCP is anticipated to address:

- Implementation of "Low Impact Design" strategies such as impervious area disconnection (Tier 1),
- On-site treatment of the 85th percentile 24-hour storm event, including run-on (Tier 2),
- On-site retention of the 95th percentile 24-hour storm event (Tier 3),
- On-site detention of the 2- through 10-year storm events (Tier 4), and
- Storm drain system conveyance.

Develop two Stormwater Control Facilities Operation and Maintenance Plans (O&M Plans). One O&M Plan will be prepared for storm water control facilities within each jurisdiction (City of Monterey and City of Del Rey Oaks).

3.4 Stakeholder Coordination

Coordinate and attend up to four (4) meetings with project stakeholders to review plans and reports, answer questions, address comments, and attend meetings regarding the 60% Improvement Plans.

3.5 Stormwater Pollution Prevention Plan (SWPPP)

Prepare a project SWPPP to obtain coverage under the State Construction General Permit and Assist the City Representative in uploading (to the SWRCB website) and certifying the Project Registration Documents (PRDs). PRDs include the SWPPP with signed Qualified SWPPP Developer (QSD) and Owner certifications; Water Pollution Control Drawings; a Site Map; the Notice of Intent; the project's Risk Level Determination; and the Annual Fee (to be paid by the City).

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Print and provide the City with one SWPPP binder and electronic pdf copy for use during construction.

3.6 90% PS&E – Plan Check Set

Address comments received on the 60% submittal and prepare 90% Improvement Plans, Specifications and Estimates for the subject intersection. The 90% submittal will be provided electronically to the City for distribution and review. (Hard copy prints can also be provided if requested as a reimbursable expense.) The 90% plans shall be expanded to include the following additional information:

- Staged Construction Plans (if necessary)
- Quantity Sheets (if necessary)

3.7 100% PS&E – Bid Set

Address comments received on the 90% submittal and prepare 100% Improvement Plans for bidding. The Bid Set will be provided electronically for electronic bid posting by the city. (Hard copy prints can also be provided if requested as a reimbursable expense.)

Task 4 – Miscellaneous Tasks and Project Management

4.1 Additional Meetings and Project Management

Attend additional meetings and assist City staff with reviewing and coordinating the Improvement Plan submittal package with other local agencies and stakeholders. Potential meetings and coordination could involve the following: the City of Del Rey Oaks, the City of Seaside, the City of Monterey, Transportation Agency of Monterey County (TAMC), Laguna Seca Raceway, Monterey County Parks Department, California Native Plant Society (CNPS), Fort Ord Recreation Trail And Greenway (FORTAG), Monterey Salinas Transit (MST), Marina Coast Water District (MCWD), Seaside County Sanitation District (SCSD), and Monterey Regional Water Pollution Control Agency (MRWPCA). (40 hours of a Principal and Senior Civil Engineer have been budgeted for this task)

Provide Project Management Services to include Client and Agency communication, consultant coordination, quality control reviews, scheduling, contract management, administration, or other items requested by the City Project Manager.

4.2 Miscellaneous Tasks and Exhibits

Perform additional tasks and prepare miscellaneous exhibits as requested by the City.

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4.3 Trail Circulation

Prepare Trail Circulation Exhibits showing the existing and proposed trail network for coordination with TAMC and a proposed FORTAG at-grade crossings of South Boundary Road.

Task 5 – Right-of-Way Engineering

5.1 Property Research

Review title reports and research record property and right-of-way maps for parcels along the subject corridor.

5.2 Boundary Survey along Roadway Corridor

Layout record boundary and right-of-way and locate sufficient monumentation to establish the final position of the existing property lines that surround the proposed right-of-way alignment.

5.3 Right-of-Way Exhibits for each Property

Prepare up to four (4) colored right-of-way exhibits for each property that is impacted by the subject roadway. Exhibits to include limits and areas of proposed right-of-way within the subject property, proposed points of access and areas of non-access

5.4 Legal Descriptions and Plat Maps

Prepare up to four (4) legal descriptions and plat maps for the acquisition of right-of-way, construction easements and access control as required to implement the design. Deeds are to be prepared and recorded by others.

5.5 Record of Survey

Prepare and submit a Record of Survey for the new road right-of-way to the County Surveyor for review and recordation.

5.6 Monumentation

Set monuments at new right-of-way as shown on the approved Record of Survey.

Task 6 – Bid Phase Support

6.1 Bid Support

The City shall be responsible for posting the bid documents on electronic bid sites and for any distribution of hard copies. The City will control the bidding process conducting the pre-bid meeting, collecting requests for information (RFIs), disseminating the RFI responses and any addendums. The City will also conduct the bid opening. Whitson Engineers will provide bid support, review and answer RFIs and prepare addenda to

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bid solicitation documents. Participate in project pre-construction planning, and project material review and kick-off.

Task 7 – Civil Engineering Construction Support

7.1 Engineering Support During Construction

The City's construction manager shall manage the requests for information (RFIs) and the shop drawing review during the construction phase. Whitson Engineers' responsibility under this scope of work is to provide written RFI responses when requested by the City.

Perform site observations as necessary and when requested of the construction activities for general conformance with the contract documents. Written Field Reports of each visit shall be submitted to the City. 12 site visits are included in this Scope of Services, including a final site investigation and written punch list.

7.2 Stormwater Control Measure Construction Observations

Provide Stormwater Control Measure (SCM) construction observations as required by Monterey County, City of Monterey and City of Del Rey Oaks. The following observations are anticipated:

- a. SCM excavation – Measure excavation area and elevation, and observe subgrade condition
- b. Structure installation – Measure structure elevations and observe all structures, pipes and appurtenances
- c. Bioretention soil / finished grade – Measure pond area and grading, and observe finished BSM condition
- d. Final – Observe condition of the completed ponds, including mulch, irrigation and plants

At the completion of construction, provide the Engineer's Stormwater Control Measure Certification

7.3 Record Drawings

Upon completion of roadway construction, Whitson Engineers shall compile and prepare a signed set of Record Drawings (per Contractor mark-ups and plan revisions brought to the attention of the engineer) of the project in electronic file (PDF) in AutoCAD format such as DXF or DWG. Compile project Designs, RFI's, Change Orders, and other project documents and provide to the City in an electronically accessible format (preferable PDF).

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Task 8 – Traffic Engineering (Kimley-Horn)

8.1 CEQA and Transportation Operational Analysis

This task includes a CEQA and Transportation Operational Analysis for the proposed improvements. VMT will address the changes to South Boundary Road, General Jim Boulevard and the construction of the roundabout. An initial assessment of the improvements planned per the FORA plan indicates that there will not be a significant VMT, safety, or multimodal impacts. VMT will be conducted, assuming no widening or adding travel lanes on South Boundary Road and a single lane roundabout, and no adding of lanes being added to General Jim Moor Boulevard.

The addition of the new Housing Element units along South Boundary Road for the neighboring agencies will however add additional trips onto the roads and this will be assessed separately for disclosure purposes. The analysis will identify the threshold at which the single lane roundabout will not operate at acceptable v/c. Land use and traffic volumes will be taken from either previous analysis, or the newest AMBAG model. Housing Element and other new project data will be added for cumulative conditions.

A CEQA memorandum will be prepared and responses to Administrative and Draft documents performed.

8.2 Meetings and Coordination

This task includes the management of the project from initiation through completion of the PS&E. The services provided include project initiation, planning, administration, coordination, attending meetings, and quality control, as described below. We assume a contract duration of 12 months for work described under this task.

a. Project Management and Administration

Kimley-Horn will provide project management and administration services for the project. Kimley-Horn will spend time each month (up to 12 months) invoicing (with associated back up), monitoring progress against budget and overall quality assurance (QA). Specific quality control (QC) efforts for each deliverable document are included in the task covering that document. Kimley-Horn will create a schedule for construction deliverables and will update it during the life of the project as necessary.

b. Project Development (PDT) Meetings and Coordination

Kimley-Horn will coordinate and conduct an initial project kick-off meeting with the Client, and other stakeholders as identified by the Client, to discuss and establish the preferred approach to design issues. Key outcomes of this meeting will be summarized in a brief memorandum and will serve as a basis of design.

Consultant will attend up to two (2) total in-person meetings (including the kick-off meeting) with the Client for project status and review of plan submittals, with the

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remaining coordination assumed to be via phone or email. We have assumed a budget of 20 hours for general coordination and 4 hours for each in-person meeting.

c. Quality Control

Kimley-Horn will apply a Quality Control process that will be implemented throughout the life of the project. A designated senior roadway engineer will perform independent reviews ahead of major submittals (Geometric Approval Drawings, 60%PS&E, 90% PS&E, and 100% PS&E).

8.3 Preliminary Engineering

This task includes preliminary engineering design and studies in support of the preparation of base maps and plan sheets during development of the improvement plans. The task concludes with geometric approval of the proposed roundabout to be included in the improvement plan package.

a. Roundabout Operations

This task will determine the roundabout operations and test service life and design life sensitivity based on roundabout capacity models and design year volumes. The roundabout capacity and operations analysis will be conducted using Sidra Intersection 9.1 software with the HCM 7 and the Sidra Standard capacity models.

The following items are included in this task:

- Perform peak hour intersection Level of Service (LOS) and queuing analysis for roundabout control during existing and future peak hour design year scenarios. Report the peak hour average control delay, LOS, volume to capacity ratio (v/c), and 95th percentile queue length for each approach by movement. Queue estimates will be examined relative to available storage lengths to nearby driveways and adjacent intersections.
- Conduct variable runs to test the sensitivity of the roundabout to changes in geometric and traffic flow conditions.

b. Concept Refinement

The primary purpose of this task is to verify the footprint of the study intersection. Kimley-Horn will review the project documents relative to the placement of the roundabout and project constraints. The refined concept will evaluate approach and departure alignment alternatives, including the channelization of approach, circulatory, and departure lanes, with respect to known project constraints, design vehicles, right of way, local access, and utilities. Roundabout design will be in conformance with principles described in NCHRP Report 1043.

The roundabout conceptual layouts will be prepared using project CADD files. The layouts will include pavement markings and color-coded areas identifying

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landscape opportunities and potential sight line constraints based on the estimated sight lines. Project constraints and right of way will be identified.

Kimley-Horn will incorporate planned storm water strategies, prepared by Whitson Engineers, for target stormwater run-off and treatment areas within the roundabout project improvement area and improvements to the planned drainage infrastructure.

Key features evaluated during this phase include:

- Number of approach, departure, and circulatory lanes
- Channelization and striping strategies for circulating lanes and design vehicle accommodation
- Approach and departure alignment
- Design speed, design vehicle, and sight line considerations (Preliminary calculations will be conducted at this phase of concept refinement. Final design check calculations will be completed during Task 2.4 geometric approval)
- Local access impacts and circulation
- Travel paths for bicyclists and pedestrians
- Continuity for pedestrian travel and access to transit facilities
- Estimated functional area of intersection based on roundabout geometric features and roundabout design influence areas

Up to two concepts will be considered at each intersection. This may include alternative means to achieve target safety performance measures, pedestrian & vehicle site circulation, right-of-way impacts, utility avoidance, storm water treatment, environmental avoidance/mitigation areas, etc. In some cases, and at the discretion of the engineer, there could be a hybrid of various features that help explore the range of options and tradeoffs for each concept. Options and tradeoffs typically include variations on the roundabout inscribed circle diameter and central island, location of the roundabout, and variations in the approach and departure geometry.

It is assumed that constraints at the project location will be identified and provided prior to development of the refined project concepts. This scope assumes development of two draft concept layouts for review by the client. After review by the client, one round of adjustments to the layout is included.

The preferred concept layout will serve as the basis for optimization of the roundabout and geometric approval as described under Task 8.2c.

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c. Roundabout Geometric Approval Drawings

i. Preliminary Engineering of Roundabout

Geometric Approval (Horizontal)

Consultant will prepare preliminary engineering drawings and design check calculations to obtain geometric approval of the preferred concept. Preliminary engineering plans are assumed to extend to the point where the improvements conform with existing street infrastructure or proposed street typical section, whichever is less.

Preliminary engineering drawings will be prepared to identify the horizontal design limits of critical geometric elements such as curb geometry, lane widths, channelization, lane transitions, pavement markings, sightlines, and conform conditions to either the existing street infrastructure or proposed typical street section. The functional area of the intersection will be defined. Typical sections of each leg, the roundabout circulatory roadway and central island will be prepared.

We assume that all constraints, storm water treatment areas, and other above and below ground considerations will be provided prior to the start of this task.

Design checks specific to vehicles navigating roundabout intersections will be calculated and documented in a technical memorandum. Roundabout curb geometry and lane markings will be adjusted to achieve target design values for estimated speeds, design vehicles, and sight lines. If site conditions or other constraints require a deviation from guidance described in NCHRP Report 1043 – Chapter 9 Geometric Design Process and performance Checks, the deviation will be identified in the technical memorandum along with a description why the deviation is being requested. The following design checks will be evaluated for vehicles:

- Fastest path estimation for R1 through R5
- Swept path and tire tracking for design vehicles (Assume up to two design vehicles)
- Intersection angle of visibility
- Intersection Sight Distance
- Stopping Sight Distance
- Path overlap estimation for multi-lane entries and departures

Preliminary centerline and curb profiles will be generated to a level sufficient to identify estimated grading of the roadway finished surface, potential vertical considerations to achieve target sight lines, and to identify drainage patterns. A preliminary contour plan of the finished surface will be prepared as a design check

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for drainage, right-of-way, sight line, high center of gravity vehicle stability, and driver comfort.

i. Roundabout Geometric Approval

This task is established to achieve geometric approval of the roundabout through the City. The format of the GAD deliverable will be a single-sheet roll plot of the project area. This roll plot will include curb geometry, striping, with general informational callouts of the improvements, hatches to denote areas of improvements, contour grading plan, centerline profiles, and linework for the existing utilities and preliminary underground drainage improvements (provided by the client), and typical sections.

We assume after one round of revisions, consultation, and response to consolidated comments, the roundabout will be considered geometrically approved. After approval, any requests or directions to change the horizontal curb geometry within the functional area of the roundabout will be considered out of scope work.

The following deliverables are assumed for this task:

- Roundabout Geometric Approval layout roll plot and Design Check Technical Memorandum
- Preliminary contour plan in pdf and CADD format

8.4 Quality Control Reviews

The following tasks include support for one roundabout. A key component of our services during this task is to ensure compliance with the approved design check memorandum. In addition, a quality control review of improvements within the functional intersection area will be conducted for general conformance with roundabout design principles including a composite check of sight lines considering landscaping, signing, lighting, and other proposed street elements.}).

a. Construction Document Support

Provide up to 40 hours of as-needed roundabout design consultation and vertical design support services to Whitson Engineers.

b. Peer Review of Construction Documents

Kimley-Horn will provide two rounds of peer review of the roundabout, assumed to occur at the 60% and 90% levels of completeness. For the peer review, we will review construction plans provided by the Client. The results of the peer review will be documented by red-line mark-ups on the construction plans and returned no earlier than 10 working days from the receipt of the plans.

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8.5 Design Support During Construction

Kimley-Horn team will coordinate with and provide support to the Client during construction. We assume this task to occur over 12 months. The following list of services may be provided as requested by the Client. In providing these services, our scope includes up to 40 hours of Kimley-Horn staff time.

Effort beyond the assumed scope can be provided for additional scope and fee.

Pre-Construction Meeting

Attend the pre-construction meeting (up to two Kimley-Horn staff). We assume meeting to be conducted in person at the City offices or other location to be determined.

Visits to Site

Kimley-Horn will make visits as directed by Client. Such site visits will not be exhaustive or extend to every aspect of Contractor's work.

Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

Clarifications and Interpretations

Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.

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Task 9 – Geotechnical Engineering (Earth Systems)

9.1 Geotechnical Report

Update Geotechnical Report to conform to current Caltrans pavement design standards and common geotechnical engineering practice to include the summary of the previously completed infiltration testing.

Task 10 – Electrical Engineering & Lighting Design (Aurum Consulting Engineers)

10.1 Streetlight Design

Prepare a street light design of the subject roadway, including a photometric plan. For this scope of work, it is assumed that intersections to accommodate future development along the roadway corridor will not be included. Streetlights to be public and per City standards of the applicable jurisdiction. Aurum Consulting Engineers will provide support for this task as a sub-consultant to Whitson Engineers.

The Scope of Work will include the following:

- Coordination with PG&E.
- Load Calculations and Single Line Diagram.
- Electrical Service and Distribution.
- Street Lighting and Control.
- Power and Lighting Plans.
- Photometric Plans.
- Green Building Standards Code Compliance Assistance for required measures.
- Coordination with Civil Engineer.
- Electrical Specifications.
- Site visit to establish existing conditions to the extent necessary to accomplish the electrical design.
- Construction Support Services.
 - Construction support includes review of submittals, responding to questions from the field, one on-site review of the Contractor's work upon request and a final walk-through observation report of the completed work. Regularly scheduled job meetings during construction of periodic on-site inspections are not included in the scope of work (weekly or bi-weekly meetings).

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COMPENSATION

Progress Billings and Authorized Additional Services will be billed on Time and Materials basis in accordance with the rates shown on the attached Hourly Rate Schedules, for a Total Not to Exceed \$655,400. Subconsultants will be invoiced with a 7.5% markup.

Our anticipated task budgets are as follows:

Task 1 – Land Surveying	\$15,700
Task 2 – Preliminary Civil Engineering	\$50,600
Task 3 – Final Civil Engineering Design	\$168,000
Task 4 – Misc. Tasks and Project Management	\$44,000
Task 5 – Right-of-Way Engineering	\$60,400
Task 6 – Bid Phase Support	\$10,900
Task 7 – Civil Engineering Construction Support	\$74,600
Task 8 – Traffic Engineering (Kimley-Horn)	\$193,000
Task 9 – Geotechnical Engineering (Earth Systems)	\$3,800
Task 10 – Electrical Engineering & Lighting Design (Aurum)	\$30,900
Total	\$651,900

Since billings will be made on a Time and Materials basis the actual billed amounts will vary from the individual task amounts shown above. The total billed under the contract will not exceed the total contract Not to Exceed Amount without prior authorization.

REIMBURSABLES

Budget \$3,500

(Per Rate Schedule)

- 1 Printing and Computer Plots
- 2 Delivery Services and Fed Ex
- 3 Computer Disks / Files for Others
- 4 Mileage
- 5 Other Tasks Requested by Client or Agencies

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Assumptions:

1. This proposal is for one phase of work and will include delivery of sets (electronic PDF files) of Improvement Plans for the four (4) identified submittals (30, 60, 90, and 100%) as noted above. Signed original reports will also be provided along with electronic PDF's.
2. The alignment for South Boundary Road will not change and will match the June 2019 Improvement Plans and the June 15, 2020 "Shifted" Roundabout Conceptual Layout Exhibit previously prepared by Whitson Engineers. Other primary design criteria - pavement section, road typical section, design speed, storm water control strategy - will be as shown on the June 2019 Improvement Plans.
3. All road grading can be achieved without the need for retaining walls.
4. Since driveway or intersection locations are unknown at this time, driveway aprons will not be provided for the adjacent development parcels.
5. Water/sewer system design will be performed under separate contract to MCWD and Seaside County Sanitation District.
6. The South Boundary Road / General Jim Moore Blvd roundabout intersection to be included with the South Boundary Road design as a single set of Improvement Plans.
7. Since this project is located within the former Fort Ord, Whitson Engineers will pay prevailing wages for survey field work and will provide certified payrolls to Client if requested.
8. City will separately contract a real property specialist or right of way agent, who will perform any necessary appraisals and prepare right-of-way acquisition documents.
9. Construction of monument wells and setting of brass disks will be by others. Whitson Engineers will set straddlers for monument locations, and punch brass disks as described in Task 5. Note that brass disks can be provided to Contractor as a reimbursable expense if needed.
10. The City's own forces or a construction management (CM) firm will handle standard construction management, earthwork, and compaction testing. A Resident Engineer (RE) representing the City will oversee the construction. Earthwork observation and compaction testing are not in the scope of work.
11. Design Team will review and approve or take other appropriate action with respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
12. This proposal is for work to be performed within 2023 and 2024. Work beyond this shall incorporate Cost of Living Adjustments which shall be equal to the Consumer Price Index. Cost of Living Adjustments to occur annually starting on January 1, 2025. Adjustments shall be applied to the outstanding balance of the contract.

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South Boundary Road

Exclusions:

The following work is specifically excluded from the Scope of Services:

1. Payment of governmental or agency fees.
2. Obtaining title reports or title fees.
3. Potholing of existing underground improvements.
4. Soil Management Plans, Munitions Response Coordinator Services, or DTSC Coordination.
5. Additional Percolation Tests beyond those obtained in 2019.
6. Dry utility design other than streetlights.
7. Sanitary sewer or water design, except for coordination with utility agencies.
8. Landscape Plans, except as provided in the erosion control plans for stabilization.
9. Traffic Control and Public Access Control Plans (to be provided by Contractor)
10. Traffic Counts.
11. Qualified SWPPP Practitioner (QSP) services, including site inspections and stormwater sampling and analysis activities that are required by the SWPPP.
12. Construction-phase QSD services (i.e. amending the SWPPP and/or Erosion Control Plan during construction).
13. SWPPP Notice of Termination (to be provided by the QSP).
14. Alternative Alignment Analysis or designs.
15. Environmental documents or surveys (to be provided by DD&A).
16. Additional technical studies other than those listed above.
17. Appraisals or other right-of-way agent tasks, except general coordination service as part of Task 5.
18. Evaluation of site geology.
19. Assessment of the soil for corrosivity, mold or other microbial content, asbestos, lead, contaminants or other chemical properties.
20. Estimates of material shrinkage.
21. Construction issues within the domain of contractors.
22. Revisions after the substantial completion of the documents.
23. Design Team shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Design Team shall not have the authority or responsibility to stop the work of any Contractor.

Please note that Whitson Engineers can provide the above services if specifically requested by the City for an additional fee.



Civil Engineering + Land Surveying

6 Harris Court, Monterey, CA 93940 | 831.649.5225

whitsonengineers.com

ATTACHMENT B HOURLY RATE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 260.00
Senior Civil Engineer	\$ 215.00
Senior Land Surveyor	\$ 215.00
Civil Engineer	\$ 195.00
Land Surveyor	\$ 195.00
Senior Associate Engineer / Surveyor	\$ 185.00
Associate Engineer / Surveyor	\$ 165.00
Assistant Engineer / Surveyor	\$ 145.00
Senior Engineering / Survey Technician	\$ 140.00
Engineering / Survey Technician	\$ 135.00
Administrative Support	\$ 85.00
Engineering Aide	\$ 80.00
Expert Witness / Court Hearing	\$ 335.00
Field Surveying*	
One Person Survey Crew (Prevailing Wage)	\$ 230.00
Two Person Survey Crew (Prevailing Wage)	\$ 390.00
Reimbursables	
Professional Services by Others	Cost Plus 7.5%
In-House Large Format Plotting / Copies (Black & White)	\$0.54 / S.F.
In-House Plots, Prints, Copies (Color/Special Media)	Rates vary, available upon request
In-House Prints / Copies (Black & White)	\$0.10/sheet for 8.5x11, \$0.54/sheet for 11x17
Materials, Postage, Reproduction, Telephone	Cost Plus 15%
Mileage	Per Current Federal Rate

*Survey Crew rates are Prevailing Wage
Rates effective January 1, 2024

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Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$140 - \$190
Analyst II	\$190 - \$250
Professional	\$240 - \$280
Senior Professional I	\$290 - \$345
Senior Professional II	\$360 - \$420
Senior Technical Support	\$125 - \$305
Technical Support	\$115 - \$180
Support Staff	\$95 - \$160

Effective through June 30, 2024

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract



EARTH SYSTEMS

Northern California | Fremont | Hollister | Salinas | www.earthsystems.com

FEE SCHEDULE

(Effective January 1, 2023)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

<u>PERSONNEL</u>	<u>Hourly Rate</u>
Principal Professional.....	\$250.00
Associate Professional	\$220.00
Senior Professional	\$200.00
Project Professional	\$180.00
Staff Professional	\$150.00
CWI & Special Inspector, Prevailing Wage*	\$150.00
Technician, Prevailing Wage*	\$145.00
Special Services/Caltrans Technician, Prevailing Wage*	\$145.00
Special Services Technician.....	\$130.00
CWI Inspector	\$120.00
Special Inspector	\$120.00
Technical Assistant.....	\$105.00
Technician	\$110.00
Clerical/Administrative	\$100.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES, GENERAL

1. Field services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge, and billed in 2-hour increments.
2. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
3. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 4 p.m. the day prior to the scheduled work.
4. Mileage is invoiced at a rate of \$0.95/mile (portal-to-portal).
5. Nuclear density gauge charge: \$15.00/hour.
6. Weekly special inspection report charge: \$100.00
7. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
8. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
9. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
10. Rates are effective through December 31, 2023.

PREVAILING WAGE PROJECTS

1. Field services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, and billed in 4-hour increments.
2. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. Projects where State regulations require electronic submittal of Certified Payroll to DIR for prevailing wage will be assessed a fee of \$100.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.



EARTH SYSTEMS

FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2023)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$110.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$125.00
Atterberg Limits: Plasticity Index	\$260.00
California Bearing Ratio, 3 points; incl. ref maximum density	\$650.00
California Bearing Ratio, 9 points; incl. ref maximum density	\$945.00
Consolidation, one dimensional.....	\$225.00
Consolidation, timed, per point	\$100.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity).....	Per Quote
Direct Shear, 3 points minimum.....	\$315.00
Expansion Index Test.....	\$205.00
Maximum Density and Optimum Moisture: 4" Mold	\$300.00
Maximum Density and Optimum Moisture: 6" Mold	\$340.00
Maximum Density and Optimum Moisture: California Impact	\$305.00
Moisture and Unit Weight Determination, from Ring Samples	\$45.00
Moisture Only.....	\$40.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$325.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts	\$375.00
Hydro Collapse Potential.....	\$165.00
Sieve/Hydrometer Anlys, assumed specific grvty, w/200 wash.....	\$250.00
Sieve Analysis, Aggregate Base/Subbase	\$155.00
Sieve Analysis 200 wash only	\$150.00
Sieve Analysis with wash.....	\$135.00
Sieve Analysis, Oversize Material	\$215.00
Specific Gravity	\$150.00
Swell Test, undisturbed.....	\$205.00
Swell Test, remolded.....	\$230.00
Unconfined Compressive Strength, untreated.....	\$150.00
Unconfined Compressive Strength, lime or cement treated mtrl.....	\$490.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc).....	Per Quote
Field Testing using Thermal Resistivity Meter.....	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate).....	\$300.00
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate)	\$560.00
Absorption, Coarse Aggregate	\$100.00
Absorption, Fine Aggregate.....	\$150.00
Clay Lumps and Friable Particles in Aggregate.....	\$125.00
Cleanness Value of Coarse Aggregate	\$175.00
Crushed Particles, each size	\$150.00



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2023)

CONCRETE AGGREGATE (Cont.)

Durability Index, Coarse or Fine Aggregate.....	\$200.00
Flat and Elongated Particles in Aggregate.....	\$125.00
Organic Impurities in Fine Aggregate.....	\$100.00
Potential Reactivity of Aggr by Chemical Method, ea size.....	Per Quote
Sand Equivalent.....	\$170.00
Sieve Analysis, washed.....	\$200.00
Soundness, Sodium Sulfate, 5 cycles.....	\$450.00
Specific Gravity, Coarse Aggregate.....	\$150.00
Specific Gravity, Fine Aggregate.....	\$150.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG.....	\$285.00
Unit Weight of Aggregate.....	\$150.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders per cylinder.....	\$45.00*
Compression Test of Cored Samples, cored at laboratory.....	\$120.00
Compression Test of cores delivered by others.....	\$100.00
Compression Test of Lightweight Concrete.....	\$50.00*
Density of Concrete Cylinders.....	\$80.00
Density of Hardened Concrete.....	\$105.00
Flexural Strength, Simple Beam with Third Point Loading.....	\$180.00
Grading of Shotcrete Cores.....	\$190.00
Sample Storage, monthly per sample.....	\$45.00
Shrinkage, set of 3.....	\$400.00
Unit Weight of Lightweight Concrete.....	\$130.00
Enviro. Recycling Fee, per cylinder, core or beam.....	\$2.00
Enviro. Recycling Fee, per flex beam.....	\$3.00
Enviro. Recycle Fee/Form Stripping, per shotcrete panel/beam.....	\$65.00

MASONRY

Absorption of Block, set of 3.....	\$165.00
Compression Test, 2" x 4" Mortar Cylinders.....	\$40.00*
Compression Test, 3" x 3" x 6" Grout Samples.....	\$60.00*
Compression Test on Block, set of 3.....	\$165.00
Compression Test on Grouted Prisms, includes cutting.....	\$165.00*
Compression Test on Masonry Cores.....	\$85.00
Coring of Grouted Masonry by Subcontractor.....	cost + 20%
Masonry Shrinkage, set of 3.....	\$245.00
Moisture Content of Block as received, set of 3.....	\$105.00
Shear Test on Masonry Cores, 2 faces.....	\$150.00
Specific Gravity and Unit Weight of Block, set of 3.....	\$170.00
Enviro. Recycling Fee, per masonry prism.....	\$3.00
Enviro. Recycling Fee, per mortar or grout sample.....	\$2.00

* Includes formal report of test results following 28-Day tests.

FIREPROOFING

Fireproof Bond Test.....	Per Quote
Fireproofing Density Test (1).....	\$80.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples.....	\$80.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3.....	\$240.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5.....	\$400.00



FEE SCHEDULE - MATERIALS TESTING
(Effective January 1, 2023)

ASPHALT CONCRETE (Cont.)

Compaction of Lab Spls, Mrshl Mthd set of 3 –(50 blows/side).....	\$245.00
Compaction of Lab Spls, Mrshl Mthd set of 3 –(75 blows/side).....	\$260.00
Extraction of Oil from A.C. Mixtures.....	Per Quote
Extraction of Oil from Rubberized Mixtures.....	Per Quote
Gyratory Compactor, per set of field mixed asphalt	\$495.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$890.00
Ignition Oven Binder Cntnt, after initial corr value is det.....	\$275.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3.....	\$850.00
Ignition Oven Gradation Correction Value, per mix design.....	Per Quote
Moisture Content	\$50.00
Sieve Analysis of Extracted Aggregate.....	\$285.00
Sieve Analysis of Ignition Oven Residue	\$270.00
Specific Gravity, Theoretical Maximum, Rice Method	\$170.00
Stability and Flow, Marshall Apparatus, set of 3.....	\$240.00
Stabilometer, Hveem S-Value, set of 3.....	\$350.00
Enviro. Recycling Fee, per sample	\$2.00
Enviro. Recycling Fee for Extracted Oils	\$45.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl.....	\$80.00
Pipe Flattening Test, sample preparation not included	\$75.00
Reinforcing Steel Coupler Tensile and Slip Tests.....	\$250.00
Structural Steel Bend Test, sample preparation not included	\$80.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, sample prep not included	\$80.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$170.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18	Per Quote
Enviro. Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator	\$115.00/day
Anchor Pull Test Equipment.....	\$45.00/hr.
Bailer (disposable) w/dedicated rope	\$35.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transmission Kit.....	\$45.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw	\$90.00/day
Double Ring Infiltrometer (per set)	\$165.00/day
Drum Dolly.....	\$40.00/day
Drums	\$90.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	cost + 20%
Hand Auger/Sampler Equipment	\$65.00/day
Lock n, Load VOC Sample Pres. Sys.	\$35.00/ea.



EARTH SYSTEMS

FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2023)

EQUIPMENT/CHARGES (Cont.) (Does Not Include Personnel)

Magnetic Particle Equipment	\$25.00/hr
Non-Destructive Testing Equipment	\$45.00/hr
Manometer	\$155.00/day
Mini-Troll Groundwater Level Transducer	\$115.00/day
Mobile Laboratory	Per Quote
Nuclear Density Equipment.....	\$15.00/hr.
Paint Thickness Meter	Per Quote
Vehicle with Percolation Tank System	\$260.00/day
Personal Protective Equipment Level C.....	Per Quote
Pile Driving Equipment (for pile load testing)	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer).....	\$80.00/day
Reinforcing Steel Locating Equipment (DR-Meter)	\$200.00/day
Relative Humidity Meter	\$100.00/day
Off Road Vehicle.....	Per Quote
Safety and Specialty Equipment.....	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	\$255.00/day
Slope Inclinator Equipment, per hole	Per Quote
Soil Sampling Containers (metal)	\$25.00/ea.
Soil Sampling Containers (glass).....	\$10.00/ea.
Tape Extensometer	Per Quote
Tension Equipment	\$200.00/day
Torque Wrench	\$80.00/day
Water Level Indicator	\$55.00/day
Windsor Probe, set of 3.....	Per Quote
Per Diem	Per Quote
DIR Compliance/eCPR, per week.....	\$100.00
DSA Box Posting, ea.....	\$100.00
DSA Lab Compliance, per week.....	\$100.00
Vehicle Mileage Charge.....	\$.95



EXPERT WITNESS SERVICES

(Effective January 1, 2023)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$100.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.

2023 HOURLY RATE SCHEDULE

<u>ENGINEERING DIRECTOR</u>	\$217/hr
<u>SENIOR PROJECT MANAGER</u>	\$194/hr
<u>PROJECT MANAGER</u>	\$188/hr
<u>ELECTRICAL DESIGNER</u>	\$178/hr
<u>CADD MANAGER</u>	\$139/hr
<u>DRAFTER</u>	\$119/hr
<u>BOOKKEEPER</u>	\$86/hr
<u>ADMINISTRATIVE ASSISTANT</u>	\$75/hr

CITY OF DEL REY OAKS
AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES
(SOUTH BOUNDARY ROAD REALIGNMENT AND GENERAL JIM MOORE BLVD.
INTERSECTION PROJECT)

THIS AGREEMENT (“Agreement”) is executed _____, 20____ by and between the CITY OF DEL REY OAKS, a municipal corporation (hereinafter “City”), and Denise Duffy & Associates, Inc. (hereinafter “Consultant”), 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 Consultant to perform the services required by this Agreement as City does not have the capability to perform such work;

WHEREAS, Consultant 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, Consultant 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.** Consultant agrees to provide to the City, as the scope of services under this Agreement, the following services: Environmental Consulting Services for the South Boundary Road Realignment and General Jim Moore Boulevard Intersection Project. The scope of services are further described in: 1) “Proposal” attached hereto as Exhibit “A.” In case of any conflict between these documents, this Agreement shall take first precedence, Consultant’s response shall take second precedence, any Special Provisions shall take third precedence, and any 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 Consultant agrees to accept as full and fair consideration for the performance of this Agreement \$97,993. 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**. Consultant shall submit written invoices to the City. Consultant's invoices shall include a brief description of services performed.

3. AGREEMENT TERM

A. **Term**. The work under this Agreement shall commence at the mutual reasonable agreement of the parties.

B. **Timely Work**. Consultant 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 CONSULTANT

A. **Independent Consultant**.

i. Consultant is an independent consultant. 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 Consultant 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. Consultant 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 Consultant's performance of services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant'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 Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant 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: John Guertin
 Title: City Manager
 Address: 650 Canyon Del Rey Blvd. Del Rey Oaks, CA 93940
 Telephone: 831-394-8511

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B. **Consultant's Representative.** Consultant appoints the individual named below as its contact person for the purposes of this Agreement.

Name: Erin Harwayne
Title: Project Manager, Denise Duffy & Associates, Inc.
Address: 947 Cass Street, Suite 5, Monterey, CA 93940
Telephone: 831-373-4341

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

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law Consultant shall 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 Consultant, anyone directly or indirectly employed by Consultant, or anyone Consultant controls (collectively "Liabilities"). Consultant shall have liability for reasonable and necessary defense costs incurred by persons indemnified to the extent caused by Consultant's negligence herein and recoverable under applicable law on account of negligence. 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

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant 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.

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C. **Workers' Compensation Insurance.** If Consultant employs others in the performance of this Agreement, Consultant 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 Consultant'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, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Manager. Consultant 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 Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Consultant 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. Consultant warrants that Consultant and Consultant's employees performing services under this Agreement are specially trained and experienced to perform the services described herein.

B. Consultant 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. Consultant 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. Consultant shall not use the City premises, property (including equipment, instruments, or supplies)

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or personnel for any purpose other than in the performance of its obligations under this Agreement, the RFP, or Consultant's Estimate.

D. Consultant 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 Consultant to review the quality of work and resolve the matters of concern.

9. CITY INFORMATION AND RESOURCES

A. **City Resources.** The City acknowledges that Consultant'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 Consultant. To the extent that the City fails to provide City resources, Consultant 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 Consultant be entitled to extra compensation for same.

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

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 Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, vendors, successors or assignees may have in the Materials. Consultant 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 Consultant 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 Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant 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

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The City Manager and Consultant 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 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 Consultant 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 Consultant 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, Consultant is in default of its obligations contained in this Agreement if Consultant:

- 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, Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant expressly reserve the right to enter into agreements with other Consultants 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.

{AIL-01481066;1}

K. **Laws.** Consultant 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, Proposal to Provide Environmental Consulting Services

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

DENISE DUFFY & ASSOCIATES, INC.

John Guertin,
City Manager

Erin Harwayne
Project Manager

Date

Date

**PROPOSAL
TO PROVIDE
ENVIRONMENTAL CONSULTING SERVICES
FOR THE
SOUTH BOUNDARY ROAD REALIGNMENT AND GENERAL JIM
MOORE BOULEVARD INTERSECTION PROJECT**

October 18, 2023

Task 1. Project Initiation/Data Collection

DD&A will initiate the project by consulting with the City and Whitson Engineers (project engineer) to obtain pertinent reports, project information, and design plans. Project initiation will include the following tasks:

- Review available background information,
- Conduct initial project management,
- Attend a kick-off meeting with the City and project engineer to discuss the project documentation approach and finalize the scope of work,
- Identify data and documentation needs,
- Confirm format, quantities, and distribution of deliverables, and
- Establish a schedule and protocols for communication.

During this task, DD&A will visit the site to assess the environmental conditions of the site and its surroundings. DD&A will collect, compile, and refine data needed to complete the environmental documentation. Where applicable, the data assembled will be incorporated into a GIS database to assist in the environmental evaluation. Data gathered as part of this task will be reviewed and used to develop a comprehensive picture of the environmental resources that may be affected by the proposed project. DD&A assumes maximum use of available data for this analysis. During this task, DD&A will complete a review and assessment of the information already available and identify any outstanding data needs.

Deliverable(s): Kick-off Meeting Materials, List of Information Needs; Revised Scope, budget, and schedule if necessary

Task 2. Early Coordination with Responsible Agencies & Interested Parties

Early coordination with responsible agencies and interested parties will be an important part of the proposed project, which may include but are not limited to, the following:

- City of Monterey
- County of Monterey
- City of Seaside
- Monterey Peninsula Regional Park District
- Transportation Agency for Monterey County (TAMC)/Fort Ord Regional Trail and Greenway (FORTAG)
- Marina Coast Water District (MCWD)
- Seaside County Sanitation District
- Monterey Regional Airport

- California Department of Fish and Wildlife (CDFW)
- Bureau of Land Management (BLM)
- Keep Fort Ord Wild (KFOW)
- California Native Plant Society (CNPS)
- U.S. Fish and Wildlife Service (USFWS)

This scope of work assumes up to five (5) meetings, as determined necessary. This scope of work assumes DD&A will facilitate the meetings (assumed to be virtual or in-person) and provide all necessary meeting materials, including, but not limited to, agendas, meeting notes, PowerPoint presentations, etc. DD&A will submit drafts of all meeting materials to the City and project engineer for review and comment prior to meeting distribution.

Deliverable(s): Meeting Materials

Task 3. Draft and Final Project Description

DD&A will review the proposed plans for the South Boundary Road Realignment and General Jim Moore Boulevard Intersection project, and prepare a Draft and Final Project Description. This scope of work assumes that the City and project engineer will provide sufficient project information for DD&A to prepare a Draft Project Description. DD&A will prepare a Draft Project Description defining all aspects of the project, including, but not limited to, project background, location, goals and objectives, limits of construction, construction schedule and equipment, and graphics to illustrate the project plans. This scope of work assumes site plans and drawings will be provided by Whitson. DD&A will submit a Draft Project Description electronically to the City, Whitson, and legal counsel for review and comment. Based on comments received, DD&A will finalize the Project Description for inclusion in the environmental document and technical studies. This scope of work assumes one round of comments.

Deliverable(s): Draft and Final Project Description

Task 4. Prepare Technical Studies

Based on the project information provided and knowledge of resources within the project site and vicinity, it is assumed the following technical studies will be required for the environmental analysis. If additional technical subconsultants are determined to be required at a later date (e.g., geotechnical or hydrology/water quality analyses), an amendment to this proposal would be required or the technical subconsultants could be contracted directly with the City.

Air Quality/Greenhouse Gas Emissions

An Air Quality & Greenhouse Gas (GHG) Emissions Impact Analysis will be conducted by AMBIENT Air Quality and Noise Consulting. Regional & local air quality, as well as meteorological conditions in the vicinity of the project site, will be described. In addition, the local topographic effects on pollutant dispersal and applicable air quality regulatory framework, standards, and significance thresholds will be discussed. The analysis of air quality impacts will be based on the Monterey Bay Air Resources District's (MBARD) recommended guidance. The *California Emissions Estimator Model* and the *Road Construction Emissions Model* (CalEEMod) will be used to estimate short-term emissions of criteria air pollutants and GHG emissions, based on construction information provided by Whitson. To the extent that changes in regional vehicle miles traveled (VMT) is available and to the extent possible, emissions modeling will also be conducted to quantify changes in long-term (i.e., operational) emissions attributable to the proposed project. Emissions modeling will be conducted for each phase of the proposed project and discussed separately. Localized air quality impacts, including emissions of carbon monoxide, particulate matter, and toxic air contaminants are anticipated to be minor and will also be qualitatively assessed. The preparation of dispersion modeling and health risk assessments is not anticipated to be required and is not included.

Air quality and GHG impacts will be compared with applicable MBARD significance thresholds for determination of significance. A list of mitigation measures will be prepared for any impacts found to be significant or potentially significant. The effectiveness of proposed mitigation measures will be quantified and included in the CEQA documentation.

Biological Resources Report

DD&A biologists will visit the site to assess the environmental conditions of the site and its surroundings. Pre-survey research will be conducted utilizing available resources, including CDFW’s California Natural Diversity Database (CNDDDB), CNPS lists, local experts, and other published and unpublished materials as related to CEQA and regulatory permitting requirements. To the extent feasible, DD&A will rely on data collected during previous surveys of the project site. As such, the site visit will focus mostly on confirming existing data and analyzing impacts based on project plans. DD&A will collect, compile, and refine data needed to complete the environmental documentation. Data gathered as part of this task will be reviewed and used to develop a comprehensive picture of the biological resources that may be affected by the project.

DD&A will prepare a Draft Biological Resources Report of sufficient content and format to satisfy the relevant resource and responsible agencies. The Biological Resources Report will include the following items:

- A description of the existing biological resources on and surrounding the site.
- Maps and descriptions of general and sensitive habitats, and special-status plant and animal species known or anticipated to be present.
- An assessment of the direct and indirect impacts to sensitive biological resources, including potential impacts from construction disturbance and maintenance activities.
- Recommendations on the significance of the potential impacts,
- Identification of mitigation for any significant biological impacts.

Updated Tree Inventory

DD&A’s Certified Arborist will conduct a field inventory of protected trees per Municipal Code within the revised construction limits and prepare an updated inventory, relying on existing tree data as determined appropriate by the arborist. The updated inventory will be used to inform project design to minimize impacts to protected trees. The inventory will include: identification of all protected trees by species, size, and class (including landmark/heritage trees); assessment of tree health; and collection of all other pertinent tree information required by code. An updated map will also be prepared depicting the locations of all protected trees along with a corresponding table of tree information collected. This task includes coordination with the project engineer and the City to discuss potential plan modifications to further avoid and minimize impacts to protected trees.

Cultural & Tribal Resources

Under Assembly Bill (AB) 52 requirements, tribal consultation should be completed by the City, as the CEQA lead agency, or through an authorized agent of the lead agency. DD&A will retain an archaeological consultant to complete consultation per AB 52 requirements. The consultant will contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the project area. In addition, the NAHC will provide a list of Native American contacts for the project that they believe should be contacted for additional information. This contact list will be provided to the City to facilitate its obligations under AB 52, as applicable. Under this task, the consultant will provide the City with an agency and tribal list as well as draft coordination letters that can be used to reach out to agencies and tribes that might have input into the environmental review process prior to the environmental analysis being finalized. NOTE: These letters will need to be sent out by the City on official City letterhead. The consultant will also conduct a field survey and prepare a report of the findings, including the results of the AB 52 consultation and any necessary measures to reduce impacts to a less-than-significant level. DD&A will summarize the report in the IS/MND.

Noise

A Noise & Groundborne Vibration Impact Analysis will be performed by AMBIENT Air Quality & Noise Consulting. The noise impact analysis will include a description of the existing noise environment, including nearby noise sources and noise-sensitive receptors, based on existing environmental documentation and a review of site reconnaissance data. Relevant background information, including noise fundamentals, descriptors, and applicable federal, state, and local regulatory framework, will be described.

To assess potential construction noise impacts, sensitive receptors and their relative exposure to the proposed project area (considering topographic barriers and distance) will be identified. Noise levels of specific construction equipment will be determined and resultant noise levels at nearby land uses (at given distances from the source) will be calculated. Long-term (i.e., operational) traffic noise levels will be quantified for existing and proposed project conditions, based on traffic data to be obtained from the traffic analysis prepared for the project by the City. Groundborne vibration levels associated with construction equipment will be discussed and predicted vibration levels at nearby land uses will be quantified. Groundborne vibration levels will be evaluated in comparison to commonly applied thresholds for structural damage and human annoyance. Long-term increases in operational vibration levels are anticipated to be minor and will be qualitatively discussed.

The significance of noise impacts will be determined in comparison to applicable City noise standards. Mitigation measures will be identified for any impacts found to be significant or potentially significant. The effectiveness of proposed mitigation measures will be quantified and included in the CEQA documentation.

Transportation

The IS/MND will incorporate the transportation and Vehicle Miles Traveled (VMT) analyses prepared by Kimley-Horn to analyze transportation impacts that may result from the construction and operation of the project.

Deliverable(s): Draft and Final Technical Studies will be submitted concurrently with the IS draft submittals detailed in Task 5

Task 5. Prepare Draft CEQA Document

Based on our review of the proposed project, communication with City staff, and knowledge of the resources in the project area and vicinity, it is assumed that an Initial Study/Mitigated Negative Declaration (IS/MND) will be the appropriate level of CEQA analysis for the proposed project. Per Section 15063 of CEQA Guidelines, the IS/MND will contain the following sections:

1. **Table of Contents**
2. **Project Description.** Description of project background, location, elements, and objectives supplemented with graphics to illustrate the proposed project. DD&A will provide the required maps, graphics, and figures needed to adequately define the project impact areas.
3. **Environmental Setting, Impacts, Mitigation, and Completed CEQA Checklist.** For each environmental topic, the document will include a discussion of existing conditions and will identify potential environmental impacts. The impact analysis will apply specific thresholds for determining the significance of impacts, consistent with criteria set forth in CEQA, City, State, and Federal standards, as well as applicable case law. Impacts evaluated include direct, indirect, construction/short-term, operational/long-term, and irreversible. The project impact section will present potentially significant impacts and identify mitigation that avoids, eliminates, or reduces impacts to a less-than-significant level, where feasible.
4. **Graphics.** Preparation of appropriate graphics and tables to present the environmental analysis.
5. **References.** Identification of all sources and persons contacted during preparation of the document.

The following key environmental topics will be specifically addressed in the IS/MND, in addition to all other elements required by CEQA Guidelines Appendix G:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology/Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology/Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population/Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities/Service Systems
- Wildfire

For all environmental topics, the IS/MND will include a discussion of existing conditions and will identify potential environmental impacts of the project using significance criteria (i.e., thresholds of significance) to determine the level of impact for each identified issue. The impact section will present potentially significant impacts and identify mitigation that avoids, eliminates, or reduces impacts to a less-than-significant level. This scope assumes that mitigation measures or project design changes will be available and feasible to successfully reduce impacts to a less-than-significant level.

DD&A will submit an electronic copy of the Administrative Draft IS/MND, including draft technical studies, to the City, legal counsel, and project engineer (project team) for review and comment. After review of the Administrative Draft IS/MND, DD&A will revise the document based on the comments received. DD&A assumes that the project team will provide one set of written comments on the Administrative Draft IS/MND, either in letter form or on a single copy of the document. DD&A will then submit an electronic Screencheck Draft, Draft Notice of Completion (NOC), Draft Summary Form, and Draft Notice of Intent (NOI) for final review by the project team.

After review of the Screencheck Draft IS/MND and draft notices, DD&A will finalize the documents and prepare the Public Draft IS/MND and notices for public distribution and filing with the Monterey County Clerk and State Clearinghouse/Office of Planning and Research (OPR) for the required 30-day public review period. DD&A will file the NOI with the Monterey County Clerk and, if requested on the City's behalf, DD&A will upload the Public Draft IS/MND to the State Clearinghouse's "CEQA Submit" system, in fulfillment of CEQA requirements for state-level review.

The document will be available in Adobe Acrobat (pdf) format for posting on the City's website. This scope assumes that all public mailings, emails, and publications (of documentation, notices, etc.) will be conducted and paid for by the City. This task assumes that the City will be responsible for publishing the notice in the Monterey County Weekly or other local newspaper. DD&A will provide copies of the NOI to be posted at City Hall and other publicly available locations. DD&A will also post a copy of the NOI on-site. DD&A will provide one hard copy of the Public Draft IS/MND for public viewing at City Hall.

Deliverable(s): Administrative, Screencheck, and Public Draft IS/MND and Notices

Task 6. Prepare Final CEQA Document

DD&A will respond to public comments on the Public Draft IS/MND received during the public review period. DD&A, in consultation with the project team, will prepare formal responses to these comments. The comment letters and responses, as well as any necessary changes to the text of the Public Draft IS/MND, will be incorporated into the Draft Final IS/MND and Draft Mitigation Monitoring and Reporting Program

(MMRP) and submitted to the project team for review and comment. After receiving and incorporating comments from the project team, DD&A will prepare the Final IS/MND, MMRP, and a Notice of Determination (NOD) for filing with the Monterey County Clerk and State Clearinghouse/OPR. The document will be available in Adobe Acrobat (pdf) format for posting on the City’s website. This scope of work assumes that the City will provide draft staff report, resolution, and findings to DD&A for review and comment. This scope assumes that all public mailings, emails, and publications (of documentation, notices, etc.) and will be conducted and paid for by the City, including the NOD filing fee.

Deliverable(s): Draft and Final IS/MND, MMRP, and NOD

Task 7. Project Management, Meetings, and Coordination

DD&A will work in close coordination with the project team throughout the duration of the project, including phone and email correspondence. In addition to the meetings described in Tasks 1 and 2, DD&A will attend up to five (5) additional meetings/conference calls throughout the duration of the project, including public meeting attendance for consideration of the project and CEQA document. This scope of work assumes DD&A will assist with the preparation of meeting materials and presentation at the public meeting, as needed. In addition, DD&A will provide project management services, including subconsultant administration and management, schedule and budget monitoring and reporting, and client coordination up to the total estimated budget provided.

Deliverable(s): Meeting Materials

ASSUMPTIONS

This scope assumes that the City will conduct all distribution tasks required by CEQA. This scope assumes that the City will have minimal and typical comments on the draft documents. If excessive comments are received, additional budget may be required. This scope assumes that the City will review document drafts in an expeditious manner. If the project timeline is extended resulting from excessive review and response times, additional budget may be required. This scope assumes that the project description will not change after initiating the document preparation. If changes to the project occur, additional budget may be required.

This scope and budget assume no additional technical reports not identified herein will be required for completion of the CEQA document. If additional technical subconsultants are determined to be required at a later date, a scope and budget amendment would be required or the technical subconsultants would be contracted directly through the City. This budget also assumes that only electronic formats of the CEQA document and associated notices will be produced. If any additional hardcopies are requested by the City, an amendment to the contract would be required and the cost would be based on the production cost.

Budget

The not-to-exceed cost to complete the tasks above is \$97,993, and is outlined by task in the attached spreadsheet.



CITY OF DEL REY OAKS

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

DATE: December 19, 2023

TO: Honorable Mayor and City Council

FROM: John Guertin, City Manager

SUBJECT: First Reading of Tobacco Retailer License Ordinance and Smoke Free Public Place Ordinance

CEQA: This activity is covered by the commonsense exemption that the California Environmental Quality Act (CEQA) applies only to projects that have the potential to have a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Recommended Action

It is recommended that the City Council:

1. Open a public hearing; and
2. Consider introducing and reading by title only and waiving further reading Ordinance 316, Adopting a Comprehensive Tobacco Retailer License; and
3. Consider introducing and reading the title only and waiving the further reading of Ordinance 317 Establishing a Smoke-Free Public Place.

Background

The proposed ordinances have been brought forward for consideration by Council members Shirley and Hallock in coordination with staff from the County of Monterey Health Department. An overview of the proposed ordinances was presented to the Council on October 24, 2023 and staff was directed to bring the attached ordinances to the Council for consideration.

Discussion

Currently, the City of Del Rey Oaks is part of the of the Peninsula Cities work of Blue Zone Projects, a Monterey County-wide initiative committed to ensuring that all people have a fair and just opportunity to live a long and healthy life. One of the focal points for the Blue Zones Project is their "Tobacco Policy" which encourages local agencies to create an environment where smoking (including vaping) and the use of nicotine is less desirable, accessible, and acceptable.¹

¹ 2021 Monterey County Peninsula Cities Blueprint,
<https://info.bluezonesproject.com/montereycounty>.

Tobacco Retailing License

Monterey County enacted an ordinance to establish tobacco licensing regulations. The County has asked local jurisdictions to adopt tobacco licensing ordinances mirroring the County so the County can enforce compliance with tobacco laws uniformly throughout the County. Attachment 1 (Comprehensive Tobacco Retail License Ordinance #316) would ensure tobacco retailers comply with tobacco control laws and business standards. This ordinance would also meet the Blue Zone's intent to decrease secondhand smoke exposure (including aerosol from e-cigarettes and smoke from marijuana) and reduce access to, and availability of smoking, vaping, and tobacco products. The proposed ordinance before the City Council is modeled after the County's Ordinance (Attachment 3).

Smoke-Free Public Places

The Monterey County Health Department has advised staff that tobacco use is the number one cause of preventable deaths in California.² Secondhand smoke has repeatedly been identified as a health hazard and the U.S. Surgeon General has concluded that there is no risk-free level of exposure to secondhand smoke.³ Over the last decade, many California communities have passed tobacco-free laws or regulations that cover outdoor areas such as parks, recreational facilities, beaches, outdoor workplaces, restaurant and bar patios, transit waiting areas, and public events such as county fairs and farmers' markets. As of January 2019, more than 235 California cities and counties had adopted outdoor secondhand smoke ordinances.⁴ Attachment 2 (Smoke-Free Public Place Ordinance #317) is based on a model ordinance that can be modified for local purposes to limit exposure to secondhand smoke.

These proposed ordinances are submitted for City Council consideration.

Fiscal Impacts

There are no fiscal impacts associated with consideration of this item.

Attachments

- Comprehensive Tobacco Retailer Licensing Ordinance #316
- Establishing a Smoke Free Public Place Ordinance #317
- Monterey County Code Chapter 7.80 TOBACCO RETAILER LICENSE

Respectfully Submitted,

John Guertin
City Manager

² United States Department of Health and Human Services, The Health Consequences of Smoking: 50 Years of Progress. A Report of the Surgeon General (2014).

https://www.ncbi.nlm.nih.gov/books/NBK179276/pdf/Bookshelf_NBK179276.pdf

³United States Department of Health and Human Services, The Health Consequences of Involuntary Exposure to Tobacco Smoke, A Report of the Surgeon General (2006), <https://www.cdc.gov/tobacco/sgr/2006/pdfs/no-riskfree.pdf>

⁴ Tam D. Vuong, California Tobacco Facts and Figures, California Department of Health (2019)

ORDINANCE NO. 316**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL REY OAKS AMENDING TITLE 5 OF THE DEL REY OAKS MUNICIPAL CODE BY ADDING CHAPTER 5.28, "TOBACCO RETAILER LICENSE"**

WHEREAS, the State of California enacted California Business and Professions Code, Division 8.6, entitled "Cigarette and Tobacco Products Licensing Act of 2003" (the "Act") to control tobacco sales; and

WHEREAS, the Act explicitly permits cities and counties to enact local tobacco retail licensing ordinances, and allows for the suspension or revocation of a local license for a violation of any state tobacco control law (Cal. Bus. & Prof. Code § 22971.3); and

WHEREAS, pursuant to the authority established by the Act applicable to a local entity's ability to adopt tobacco licensing regulations, Monterey County ("County") enacted Ordinance 5200 adding Chapter 7.80, "Tobacco Retailer License" to the County Code establishing licensing requirements for tobacco retailing to "encourage responsible retailing of tobacco" and to "discourage violations of tobacco-related laws"; and

WHEREAS, over 200 cities and counties in California have passed tobacco retailer licensing ordinances in an effort to stop youth from using tobacco; and

WHEREAS, a majority of cities within the County have adopted a tobacco retail licensing ordinance; and

WHEREAS, the City of Del Rey Oaks ("City") has a substantial interest in protecting youth and underserved populations from the harms of tobacco use; and

WHEREAS, despite the state's efforts to limit youth access to tobacco, youth are still able to access tobacco products, as evidenced by the following: In 2022, 27.7 percent of retailers illegally sold tobacco to young adult decoys; almost 90% of adults who smoke began by age 18, and 99% began by age 26; disparities in tobacco use exist among California high school students, with higher rates found among LGBTQ, American Indian, and Pacific Islander youth; in 2023, 20.3% of high school students in California had tried some sort of tobacco product, and almost 18% of high school students have tried vapes; and

WHEREAS, youth are more receptive to and influenced by tobacco advertising compared to adults, and the tobacco industry spends an estimated \$485 billion in tobacco advertising in California each year; and

WHEREAS, research indicates that the density and proximity of tobacco retailers increase smoking behaviors, including number of cigarettes smoked per day, particularly in neighborhoods experiencing poverty; and

WHEREAS, the density of tobacco retailers near adolescents' homes has been associated with increased youth smoking rates and initiation of noncigarette tobacco product use; and

WHEREAS, adults who smoke are likely to have a harder time quitting when residential proximity to tobacco retailers is closer and density is higher; and

WHEREAS, the City Council finds that a local licensing system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the City in order to protect the health, safety, and welfare of our residents; and

WHEREAS, the County Health Department has asked for local jurisdictions to adopt tobacco licensing ordinances mirroring the County's, so the County can enforce compliance with tobacco laws uniformly throughout the County and improve overall compliance while limiting sales to minors; and

WHEREAS, City staff and County staff have a long history of working together to promote community health and wellness; and

WHEREAS, the activity is covered by the commonsense exemption that the California Environmental Quality Act (CEQA) applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA pursuant to Section 15061(b)(3) the CEQA Guidelines;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF DEL REY OAKS DOES ORDAIN AS FOLLOWS:

Section 1. Findings.

1. The City Council finds and determines the recitals set forth above to be true and correct and by this reference, incorporates the same herein as findings.
2. The City Council finds that the recitals set forth above contain persuasive support for the proposition that the City has adequate authority to allow and regulate tobacco retail sales in the City.
3. The City Council hereby finds that it is in the best interest of the health, safety and welfare of the residents of the City to establish regulations that will license tobacco retail sales within the City.
4. The City wishes to adopt regulations that mirror County Code 7.80 so as to allow either the City or the County to oversee and enforce provisions applicable to licensing tobacco retailers.

Section 2. New Chapter 5.28, "Tobacco Retail Licensing" is hereby added to Title 5, BUSINESS LICENSES AND REGULATIONS, of the Del Rey Oaks Municipal Code as follows:

CHAPTER 5.28 - TOBACCO RETAILER LICENSE

Sections:

- 5.28.010 Monterey County Tobacco Retailer License Provisions Adopted

5.28.010 Monterey County Tobacco Retailer License Provisions Adopted

A. Monterey County Code Chapter 7.80, titled "Tobacco Retailer License" pertaining to tobacco retailer products, as may be amended, is hereby adopted by the city and incorporated by reference into this Chapter, and made a part hereof, and shall be enforced within the limits of the city.

B. For purposes of the city, the following terms shall apply to incorporation of the Monterey County ordinance into this Chapter.

1. All reference to the term “unincorporated areas of the County of Monterey,” “County of Monterey,” “Monterey County,” or “County” in the Monterey County Code shall be amended to include the term “city limits of Del Rey Oaks.”
2. All reference to the term “County of Monterey,” “Monterey County,” or “County” in the Monterey County Code shall be amended to include the term “City of Del Rey Oaks.”
3. All reference to the term “Chapter” in the Monterey County Code shall be to the term “Chapter” in the Del Rey Oaks Municipal Code.
4. All reference to the term “Code” in the Monterey County Code shall be to the Del Rey Oaks Municipal Code.
5. All reference to the term “Board of Supervisors of the County of Monterey,” in the Monterey County Code shall be amended to include the term “Del Rey Oaks City Council.”

C. Basis for Establishing the Tobacco Retail License Program. The Monterey County Code titled “Chapter 7.80 – Tobacco Retail License,” with accompanying Chapter section and all subsequent revisions or amendments, are hereby adopted by reference and declared to be a part of this Chapter.

D. A violation of the Monterey County ordinance is considered an infraction and a violation of the Del Rey Oaks Municipal Code and may be enforced pursuant to Chapter 1.19.

Section 3. Severability.

It is the intent of the City Council of the City of Del Rey Oaks to supplement applicable state and federal law and not to duplicate or contradict such law and this ordinance shall be construed consistently with that intention. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase independently, even if any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases were declared invalid or unenforceable.

Further, if any section, subsection, subdivision, paragraph, sentence, clause, or phrase of Monterey County Code Chapter 7.80, titled “Tobacco Retailer License”, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase of Monterey County Code Chapter 7.80 independently, even if any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases were declared invalid or unenforceable.

Section 4. Effective Date.

This ordinance shall be in full force and effect thirty (30) days following its passage and adoption, as certified by the City Clerk. This foregoing ordinance was introduced at a regular meeting of the City Council and read on the 19th day of December 2023 and was adopted on the XXth day of XXX 202X, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

SIGNED:

Scott Donaldson, Mayor

ATTEST:

Karen Minami, City Clerk

ORDINANCE NO. 317

AN ORDINANCE OF THE CITY OF DEL REY OAKS AMENDING TITLE 9, "CONDUCT ON PUBLIC PROPERTY," OF THE DEL REY OAKS MUNICIPAL CODE BY DELETING SECTION 9.05.100, "SMOKING ON PUBLIC PROPERTY," AND AMENDING TITLE 8, "HEALTH AND SAFETY," OF THE DEL REY OAKS MUNICIPAL CODE BY ADDING CHAPTER 8.38, "SMOKE FREE PUBLIC PLACES," TO REGULATE SMOKING AND TOBACCO USE

WHEREAS, secondhand smoke has been repeatedly identified as a health hazard; and

WHEREAS, exposure to secondhand smoke anywhere has negative health impacts, and exposure to secondhand smoke can occur at significant levels outdoors; and

WHEREAS, smoking cigarettes near building entryways can increase air pollution levels by more than two times background levels, with maximum levels reaching the "hazardous" range on the United States Environmental Protection Agency's Air Quality Index; and

WHEREAS, exposure to secondhand smoke causes death and disease, as since 1964 approximately 2.5 million nonsmokers have died from health problems caused by exposure to secondhand smoke; and

WHEREAS, secondhand smoke was responsible for an estimated 34,000 heart disease-related and 7,300 lung cancer-related deaths among adult nonsmokers each year during 2005 - 2009 in the United States; and

WHEREAS, secondhand cannabis smoke has been identified as a health hazard, as evidenced by the following:

- The California Environmental Protection Agency includes cannabis smoke on the Proposition 65 list of chemicals known to the state of California to cause cancer;
- Cannabis smoke contains at least 33 known carcinogens;
- In one study, exposure to cannabis smoke in an unventilated setting resulted in detectable levels of cannabinoids in non-smoker participants' blood and urine, and participants experienced minor increases in heart rate and impaired cognitive performance; and
- A recent systematic review of the literature concluded that secondhand exposure to cannabis smoke leads to cannabinoid metabolites in bodily fluids and individuals experiencing self-reported psychoactive effects; and

WHEREAS, significant disparities in tobacco use exist in California, which create barriers to health equity as African American (17.0%) and American Indian (19.1%) Californians report a higher smoking prevalence than white Californians (11.8%); and

WHEREAS, Californians with the highest levels of educational attainment and annual household income report the lowest smoking rates; and

WHEREAS, smokeless tobacco is not a safe alternative to smoking and causes its own share of death and disease, as smokeless tobacco use can lead to nicotine addiction, and cause oral, esophageal, and pancreatic cancers; and

WHEREAS, smokeless tobacco use is associated with increased risk for heart disease and stroke and stillbirth and preterm delivery; and

WHEREAS, electronic smoking device aerosol may be considered a health hazard, as evidenced by the following:

- Research has found electronic smoking device aerosol contains at least 12 chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm, such as formaldehyde, acetaldehyde, lead, nickel, chromium, arsenic, and toluene;
- Electronic smoking device aerosol is not harmless water vapor as it contains varying concentrations of particles and chemicals with some studies finding particle sizes and nicotine concentrations similar to, or even exceeding, conventional cigarette smoke;
- Evidence continues to build that exposure to electronic smoking device aerosol, including secondhand exposure, has immediate impacts on the human respiratory and cardiovascular systems, and poses a risk to human health; and
- Given the increasing prevalence of electronic smoking device use, especially among youth and young adults, widespread nicotine exposure resulting in addiction and other harmful consequences of serious concerns; and

WHEREAS, the activity is covered by the commonsense exemption that the California Environmental Quality Act (CEQA) applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA pursuant to Section 15061(b)(3) the CEQA Guidelines;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF DEL REY OAKS DOES ORDAIN AS FOLLOWS:

Section 1. Findings.

The City Council finds and determines the recitals set forth above to be true and correct and by this reference, incorporates the same herein as findings.

Section 2. Existing Municipal Code section 9.05.100 of Chapter 9.05, titled “Smoking On Public Property” shall be amended by the deletion of all text as shown in ~~strikeout~~ (strikeout text) below:

~~9.05.100 – Smoking on public property. —~~

~~No person shall smoke a cigar, cigarette, pipe or other smoking material, in any city building or portion thereof, except in those areas wherein “smoking permitted” signs are posted.~~

Section 3. New Chapter 8.38, “Smoke Free Public Places” is hereby added to Title 8, HEALTH AND SAFETY, of the Del Rey Oaks Municipal Code as follows:

CHAPTER 8.38 SMOKE FREE PUBLIC PLACES

Sections:

8.38.010 Purpose and Intent.

8.38.020 Definitions.

8.38.030 Prohibition of Smoking in Unenclosed Areas.

8.38.040 Smoke Free Buffer Zones.

8.38.050 Tobacco Waste.

8.38.060 Enforcement.

8.38.070 Violation and Penalties.

8.38.010 Purpose and Intent.

The council of the City of Del Rey Oaks hereby finds:

(a) Numerous studies have found that tobacco smoke is a major contributor to indoor air pollution; and

(b) Reliable studies have shown that breathing secondhand smoke is a significant health hazard for certain population groups, including elderly people, those with cardiovascular disease, and those with impaired respiratory function, including asthmatics and those with obstructive airway disease; and

(c) Health hazards induced by breathing secondhand smoke include lung cancer, respiratory infection, decreased exercise tolerance, decreased respiratory function, bronchoconstriction, and bronchospasm; and

(d) The smoking or vaping of tobacco, or any other plant or substance, is a proven danger to health; and

(e) Section 6404.5 of the California Labor Code prohibits smoking in a “place of employment,” with certain exceptions, and provides that local government may regulate smoking in any areas not included within the definition of place of employment. The provisions of this chapter are intended to prohibit smoking in areas deemed by the council as worthy of regulation, such areas, in the opinion of the council, not covered by Labor Code Section 6404.5, as may be amended.

(f) The use of electronic smoking devices has increased significantly in recent years, and studies on electronic smoking devices’ vapor emissions and cartridge contents have found a number of dangerous substances.

8.38.020 Definitions.

For the purposes of this chapter the following definitions shall govern unless the context clearly requires otherwise.

A. “Cannabis” has the meaning set forth in California Business and Professions Code Section 26001, as that section may be amended from time to time.

B. “Electronic smoking device” means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. This shall not include inhalers or medical devices prescribed by a physician for medical purposes.

- C. “Enclosed area” means all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent.
- D. “Multi-unit Residence” means property containing three or more units, including, but not limited to, apartment buildings, common interest developments, senior and assisted living facilities, and long-term health care facilities.
- E. “Outdoor Dining Area” means any publicly or privately owned outdoor area, including streets and sidewalks, that is available to or customarily used by the general public or an employee, and that is designed, established, or regularly used for consuming food or drink.
- F. “Person” means any natural person, business, corporation, partnership, cooperative association, personal representative, receiver, trustee, assignee, or any other legal entity.
- G. “Public event areas” means any publicly or privately owned place used for an event open to the general public, regardless of any fee or age requirement, including a farmers’ market, parade, fair, or festival.
- H. “Public place” means any publicly or privately owned place that is open to the general public, regardless of any fee or age requirement, including public parks, streets, parking lots, plazas, shopping areas, stadiums, or sporting facilities.
- I. “Recreational area” means any publicly or privately owned area, including streets and sidewalks located within the area, that is open to the general public for recreational purposes, regardless of any fee or age requirement. The term “Recreational Area” includes, but is not limited to, facilities, parks, playgrounds, athletic fields, restrooms, picnic areas, spectator and concession areas, walking paths, gardens, vernal ponds, hiking trails, bike paths, riding trails, roller and ice-skating rinks, and skateboard parks.
- J. “Service area” means any publicly or privately owned area, including streets and sidewalks, designed to be used or is regularly used by one or more persons to receive a service, wait to receive a service, or to make a transaction, whether or not such service or transaction includes the exchange of money. The term “service area” includes, but is not limited to, areas including or within 25 feet of information kiosks, automatic teller machines (ATMs), service lines, bus stops or shelters, or cab stands.
- K. “Service lines” means an outdoor line, in any publicly or privately owned area, in which one or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money, including but not limited to, ATM lines, concert lines, food vendor lines, mobile vendor lines, movie ticket lines, and sporting event lines.
- L. “Smoke” or “Smoking” means: (1) inhaling, exhaling, or burning, any tobacco, nicotine, cannabis, or plant product, whether natural or synthetic; (2) carrying any lighted, heated, or activated tobacco, nicotine, cannabis, or plant product, whether natural or synthetic, intended for inhalation; or (3) using an electronic smoking device or hookah.

M. "Tobacco Product" means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, hookah, tobacco, snuff, chewing tobacco, dipping tobacco, bidis, or any other preparation of tobacco, and any product or formulation of matter containing biologically active amounts of nicotine that is product or matter that will be introduced into the human body.

N. "Tobacco product waste" means any component, part, or remnant of any tobacco product. Tobacco product waste includes any waste that is produced from the use of a tobacco product, including all tobacco product packaging and incidental waste such as lighters or matches, whether or not it contains tobacco or nicotine.

O. "Tobacco use" means the act of smoking or the consumption of any other tobacco product in any form.

P. "Unenclosed area" means any area that is not an enclosed area.

8.38.030 Prohibition of Smoking in Unenclosed Areas.

A. Smoking is prohibited in the unenclosed areas of the following places within the city:

- 1. Recreational areas
- 2. Service areas
- 3. Outdoor dining areas
- 4. Public event areas
- 5. Sidewalks
- 6. Public places

B. Nothing in this chapter prohibits any person or employer with control over any property from prohibiting smoking and tobacco use on any part of such property, even if smoking or tobacco use is not otherwise prohibited in that area.

8.38.040 Smoke Free Buffer Zones

Smoking in all unenclosed areas shall be prohibited within 25 feet from any area in which smoking is prohibited under Section 8.38.030 of this chapter or by any other law. This prohibition shall not apply to unenclosed areas of private residential properties that are not multi-unit residences.

8.38.050 Tobacco Waste

A. No person or employer shall permit smoking ash receptacles within an area under their control and in which smoking is prohibited by law, including within twenty-five (25) feet from any area in which smoking is prohibited. The presence of smoking ash receptacles in violation of this subsection shall not be a defense to a charge of smoking in violation of any provision of this chapter.

B. No person shall dispose of tobacco product waste within the boundaries of an area in which smoking is prohibited.

8.38.060 Enforcement

A. No person shall permit smoking or tobacco use in an area that is under the control of that person and in which smoking, or tobacco use is prohibited by this article or any other law.

- B. Event organizers shall post no smoking signs at an entrance to the event. Signs shall have letters of no less than one inch in height and shall include the international “No Smoking” symbol and may be printed.
- C. A person that has control of an area in which smoking and tobacco use is prohibited by this chapter shall direct anyone who is smoking or using tobacco in violation of this chapter to extinguish the product being smoked or stop using the tobacco product.
- D. No person shall intimidate, threaten any reprisal, or effect any reprisal, for the purpose of retaliating against another person who seeks to attain compliance with this chapter.

8.38.070 Violations and Penalties.

Enforcement of these provisions shall be governed by Chapters 1.19 of the Del Rey Oaks Municipal Code. Each instance of smoking or tobacco use in violation of this chapter shall be an infraction and constitute a separate violation. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

Section 3. California Environmental Quality Act (CEQA).

The adoption of this ordinance is exempt from the California Environmental Quality Act, based on 14 California Code of Regulations Section 15061(b)(3), where, as the case here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment because no change in existing permitted uses of land results from adoption of this ordinance, and to the extent impacts associated with the proposed location of cultivation and manufacturing facilities exist, they have been previously addressed in other environmental documents.

Section 4. Severability.

It is the intent of the City Council of the City of Del Rey Oaks to supplement applicable state and federal law and not to duplicate or contradict such law and this ordinance shall be construed consistently with that intention. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase independently, even if any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases were declared invalid or unenforceable.

Section 5. Effective Date.

This ordinance shall be in full force and effect thirty (30) days following its passage and adoption, as certified by the City Clerk.

This ordinance was introduced and read on the 19th day of December 2023 and was finally adopted on the XXth day of XXX 202X, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

SIGNED:

Scott Donaldson, Mayor

ATTEST:

Karen Minami, City Clerk

Chapter 7.80 TOBACCO RETAILER LICENSE

7.80.010 Purpose and application.

- A. In promoting the health, safety, and general welfare of its residents, the County has a substantial interest in encouraging compliance with Federal, State, and local laws regulating tobacco sales and use.
- B. State law permits local governments to enact ordinances regarding the local licensing of retailers of tobacco and allows for the suspension or revocation of a local license for a violation of any State tobacco control law.
- C. This Chapter is adopted to: (1) ensure compliance with business standards and practices of the County; (2) encourage responsible retailing of tobacco; (3) promote the health and welfare of youth by discouraging the commercial exploitation of underage tobacco users; and (4) discourage violations of tobacco-related laws, but not to expand or reduce the degree to which the acts regulated by Federal or State law are criminally proscribed or otherwise regulated.
- D. This Chapter applies in the unincorporated area of the County of Monterey.

(Ord. No. 5200, § 1, 5-15-2012; Ord. No. 5372, § 2, 3-15-2022)

7.80.020 Definitions.

For the purpose of this Chapter, the following words and terms shall have the following meaning:

- A. "Department" means the Monterey County Health Department.
- B. "Drug paraphernalia" shall have the definitions set forth in California Health and Safety Code Section 11014.5, as that Section may be amended from time to time.
- C. "Flavored tobacco product" shall mean any tobacco product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by a consumer either prior to, or during the consumption of, a tobacco product, including but not limited to, any taste or smell relating to fruit, menthol, mint, wintergreen, chocolate, cocoa, vanilla, honey or any candy, dessert, alcoholic beverage, herb or spice.
- D. "Health Officer" means the Health Officer of the County of Monterey or his or her designee.
- E. "License" means a Tobacco Retailer License issued by the County pursuant to this Chapter.
- F. "Licensee" means any Proprietor holding a License issued by the County pursuant to this Chapter.
- G. "License Fee" means the charge established by resolution of the Board of Supervisors of the County of Monterey, calculated to recover the reasonable regulatory costs of issuing and administering licenses, retailer education, performing investigations, inspections, and the administrative enforcement and adjudication thereof.
- H. "Person" means any natural person, partnership, cooperative, association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.
- I. "Proprietor" means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten (10) percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest

shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.

- J. "Tobacco paraphernalia" means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, and any other item designed or used for the smoking or ingestion of tobacco products.
- K. "Tobacco product" means any substance containing tobacco leaf- including but not limited to cigarettes, cigars, pipe tobacco, hookah, tobacco, snuff, chewing tobacco, dipping tobacco, bidis, or any other preparation of tobacco - and any product or formulation of matter containing biologically active amounts of nicotine that is product or matter will be introduced into the human body, but does not include any product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco product dependence.
- L. "Tobacco retailer" means any person who engages in tobacco retailing.
- M. "Tobacco retailing" means selling, offering for sale, exchanging, or offering to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia without regard to the quantity sold, offered for sale, exchanged, or offered for exchange.
- N. "Sale," "sell" or "to sell" means any transaction where, for any consideration, ownership is transferred from one (1) person or entity to another including, but not limited to any transfer of title or possession for consideration, exchange or barter, in any manner by any means.
- O. "Single use electronic cigarette" means any single-use device or delivery system sold in combination with nicotine which can be used to deliver to a person nicotine in aerosolized or vaporized form, including but not limited to, a single-use e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. Single use electronic cigarettes shall not include any product that has been approved by the Food and Drug Administration for sale as a tobacco cessation product or other therapeutic purposes where that product is marketed and sold solely for such approved use.
- P. "State" means the State of California.

(Ord. No. 5200, § 1, 5-15-2012; Ord. No. 5372 , § 2, 3-15-2022)

7.80.030 Mandatory license.

- A. Any person who is or intends to become a tobacco retailer shall obtain pursuant to this Chapter a license for each fixed location at which tobacco retailing is to occur.
- B. Any person who is a tobacco retailer as of the effective date of the ordinance enacting this Chapter shall obtain a license within ninety (90) days of the effective date of the ordinance that enacted this Chapter.
- C. Any person who intends to act as a tobacco retailer shall obtain a license prior to acting as a tobacco retailer.
- D. Each license shall be prominently displayed in a publicly visible location at the licensed location.
- E. Nothing in this Chapter shall be construed to grant any licensee any status or right other than to act as a tobacco retailer at the location identified on the face of the license, subject to compliance with all other applicable laws, regulations, or ordinances.
- F. Nothing in this Chapter shall be construed to render inapplicable, supersede, or apply in lieu of any other provision of applicable law.

(Ord. No. 5200, § 1, 5-15-2012)

7.80.040 Issuance of license.

- A. No license shall be issued to authorize tobacco retailing at other than a fixed business location. It is unlawful for any person to engage in tobacco retailing at non-fixed locations. For example, tobacco retailing by persons on foot and tobacco retailing from vehicles are prohibited.
- B. No license shall be issued to authorize tobacco retailing at a temporary or recurring temporary event. For example, tobacco retailing at flea markets and farmers' markets is prohibited.
- C. No license shall be issued to authorize tobacco retailing at any location for which a license suspension is in effect or during a period of ineligibility following a revocation pursuant to Section 7.80.100.
- D. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license issued, it shall be a violation of this Chapter for a licensee, or any of the licensee's agents or employees, to violate any local, State, or Federal law applicable to tobacco products, tobacco paraphernalia, or tobacco retailing.
- E. No person engaged in tobacco retailing shall sell or transfer a tobacco product or tobacco paraphernalia to another person who appears to be under the age of twenty-seven (27) without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under State law to purchase and possess the tobacco product or tobacco paraphernalia.
- F. No person who is younger than the minimum age established by State law for the purchase or possession of tobacco products shall engage in tobacco retailing.
- G. It shall be a violation of this Chapter for any tobacco retailer or any of the tobacco retailer's agents or employees to sell or offer for sale, or to possess with intent to sell or offer for sale, any flavored tobacco product.
 - 1. It should be a rebuttable presumption that a tobacco retailer in possession of four (4) or more flavored tobacco products, including, but not limited to, individual flavored tobacco products, packages of flavored tobacco products, or any combination thereof, possesses such flavored tobacco products with intent to sell or offer for sale.
 - 2. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer, manufacturer, or any employee or agent of a tobacco retailer or manufacturer has:
 - a. Made a public statement or claim that the tobacco product imparts a characterizing flavor;
 - b. Used text and/or images on the tobacco products' labeling or packaging to explicitly or implicitly indicate that the tobacco product imparts a characterizing flavor; or
 - c. Taken action directed to consumers that would be reasonably expected to cause consumers to believe the tobacco product imparts a characterizing flavor.
- H. It shall be a violation of this Chapter for any tobacco retailer or any of the tobacco retailer's agents or employees to sell or offer for sale, or to possess with intent to sell or offer for sale, any single use electronic cigarette.

(Ord. No. 5200, § 1, 5-15-2012; Ord. No. 5372, § 2, 3-15-2022)

7.80.050 Applications for license.

All applications for a license shall be submitted to the Department in the name of each proprietor proposing to conduct tobacco retailing and signed by each prospective proprietor or an authorized agent. Each license application must be accompanied by the required license fee, which is set by resolution of the Board of

Supervisors. A proprietor proposing to conduct tobacco retailing at more than one (1) location shall submit a separate application for each location. Every application shall contain the following information:

- A. The name, address, and telephone number of each prospective proprietor;
- B. The business name, address, and telephone number of the fixed location for which the license is sought;
- C. Whether or not each prospective proprietor has previously been issued a license pursuant to this Chapter that is, or was at any time, suspended or revoked and, if so, the date of the suspension or revocation;
- D. Proof that the location for which a license is sought has been issued a valid State cigarette and tobacco products retail license by the State of California Board of Equalization pursuant to the California Cigarette and Tobacco Products Licensing Act of 2003 (Cal. Bus. & Prof. Code, §§ 22970 et seq.);
- E. A statement signed by each prospective proprietor that no drug paraphernalia is or will be sold at the location for which the license is sought;
- F. A statement signed by each prospective proprietor that the proprietor is informed of the laws affecting licenses; and
- G. Such other information as the County deems necessary for the administration of this Chapter.

(Ord. No. 5200, § 1, 5-15-2012)

7.80.060 Issuance of a license.

- A. Upon the receipt of a complete application for a license and the license fee required by this Chapter, the Health Officer shall issue a license unless one (1) or more of the following grounds exists:
 1. The application is incomplete or inaccurate;
 2. The application seeks authorization for tobacco retailing at a location for which a suspension is in effect pursuant to this Chapter, for which a license has been revoked pursuant to this Chapter, or for which this Chapter otherwise prohibits issuance of licenses;
 3. The application seeks authorization for tobacco retailing for a prospective proprietor for whom a suspension is in effect pursuant to this Chapter for the subject location or another location, whose license has been revoked pursuant to this Chapter for the subject location or another location, or to whom this Chapter otherwise prohibits a license to be issued;
 4. The Department has information that the prospective proprietor or his or her agent or employee has violated any local, State or Federal tobacco control law, including this Chapter, within the preceding twelve (12) months; or
 5. The application seeks authorization for tobacco retailing that is prohibited pursuant to this Chapter, that is otherwise unlawful pursuant to this Code, or that is unlawful pursuant to any other local, State, or Federal law.
- B. Any denial of an application for a license shall be in writing, setting forth the reasons for the denial and notifying the applicant for a license that the decision to deny an application for a license shall become final unless the applicant seeks an appeal pursuant to Section 7.80.130 within fourteen (14) calendar days of the date of service of the Health Officer's decision. Service of the decision shall be provided in accordance with the service requirements set forth in Subsection A of Section 7.80.120.

- C. All information required to be submitted pursuant to Section 7.80.050 in order to apply for a license shall be updated whenever the information changes. A tobacco retailer shall provide the Department with any updates within ten (10) business days of a change.

(Ord. No. 5200, § 1, 5-15-2012)

7.80.070 License renewal and expiration.

- A. A license is invalid unless the appropriate license fee has been paid in full and the term of the license has not expired. The term of a license is one (1) year beginning each fiscal year on July 1st and ending on June 30th of the following year. Each tobacco retailer shall apply for the renewal of his or her license and submit the license fee no later than thirty (30) calendar days prior to expiration of the term.
- B. A license that is not timely renewed shall expire at the end of its term. To reinstate a license that has expired, or to renew a license not timely renewed pursuant to Subsection A of this Section, the proprietor must:
1. Submit the license fee; and
 2. Submit a signed affidavit affirming that the proprietor:
 - a. Has not sold and will not sell any tobacco product or tobacco paraphernalia after the license expiration date and before the license is renewed; or
 - b. Has waited the appropriate ineligibility period established for tobacco retailing without a license, as set forth in Section 7.80.110, before seeking renewal of the license.

(Ord. No. 5200, § 1, 5-15-2012)

7.80.080 License nontransferable.

- A. A license may not be transferred from one person to another or from one location to another. Whenever a tobacco retailing location has a change in proprietors, a new license is required.
- B. Notwithstanding any other provision of this Chapter, prior violations at a location shall continue to be counted against a location, and license ineligibility periods shall continue to apply to a location unless:
1. The location has been fully transferred to an entirely new proprietor or fully transferred to entirely new proprietors; and
 2. The new proprietor(s) provides the Department with clear and convincing evidence that the new proprietor(s) has acquired or is acquiring the location in an arm's length transaction. As used in this Section, the term "arm's length transaction" shall mean a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two (2) informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this Chapter is not an arm's length transaction.

(Ord. No. 5200, § 1, 5-15-2012)

7.80.090 Inspections, investigations and enforcement.

- A. Compliance with this Chapter shall be monitored by the Department or any law enforcement officer. Employees of the Department or a law enforcement officer may conduct compliance checks, including but

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not limited to youth decoy operations. Any law enforcement officer may enforce the penal provisions of this Chapter. Compliance checks may be unannounced.

- B. The County shall not enforce any tobacco-related minimum age law against a person who otherwise might be in violation of such law because of the person's age (hereinafter "youth decoy") if the potential violation occurs when:
1. The youth decoy is participating in a compliance check supervised by an employee of the Department or a law enforcement officer;
 2. The youth decoy is acting as an agent of a person designated by the County to monitor compliance with this Chapter;
 3. The youth decoy is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by the Department; or
 4. The youth decoy has an immunity letter from the District Attorney's Office.
- C. Whenever evidence of a violation of this Chapter is obtained in any part through the participation of a person under the age of eighteen (18) years old, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this Chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

(Ord. No. 5200, § 1, 5-15-2012)

7.80.100 Suspension or revocation of license.

- A. In addition to any other remedy authorized by law, after notice and opportunity to be heard pursuant to Section 7.80.120 of this Chapter, a license may be suspended or revoked as provided in this Section if the Health Officer finds by a preponderance of the evidence that the licensee, or any of the licensee's agents or employees, has:
1. Violated any of the requirements, conditions prohibitions of this Chapter; or
 2. Pleaded guilty, "no contest" or its equivalent, or admitted to any of the following:
 - a. The original or renewal application contained incorrect, false, or misleading information;
 - b. One or more of the grounds for denial listed in Section 7.80.060 existed before the license was issued; or
 - c. A licensee is convicted of a misdemeanor or felony violation of any Federal, State, or local tobacco retailing law or regulation, including any provision of this Chapter.
- B. During any period of suspension or revocation, the licensee shall remove all tobacco products and tobacco paraphernalia from public view. Failure to do so may be considered a subsequent violation.
- C. When the Health Officer finds a violation as set forth in Subsection A of this Section, the license shall be suspended or revoked as follows:
1. Upon a finding by the Health Officer of a first license violation, the license shall be suspended for sixty (60) days;
 2. Upon a finding by the Health Officer of a second license violation within any sixty (60) month period, the license shall be suspended for one hundred twenty (120) days;
 3. Upon a finding by the Health Officer of a third license violation in any sixty (60) month period, the license shall be suspended for one hundred eighty (180) days; and

4. Upon a finding by the Health Officer of a fourth license violation within any sixty (60) month period, the license shall be revoked and no new license shall issue for the location until five (5) years has passed from the date of revocation.
- D. Violation by a licensee at one location shall not be construed as a violation at another location of the same licensee, nor shall violations by a prior licensee at the same location be accumulated against a subsequent licensee at the same location.
- E. A license shall be revoked if the Health Officer finds that one or more of the grounds for denial of an application for a license pursuant to Section 7.80.060 existed at the time the application was made or at any time before the license was issued.

(Ord. No. 5200, § 1, 5-15-2012)

7.80.110 Penalties for tobacco retailing without a license.

- A. In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the Health Officer finds after notice and opportunity to be heard pursuant to Section 7.80.120 of this Chapter, that any person has engaged in tobacco retailing at a location without a valid license, either directly or through the person's agents or employees, the person shall be ineligible to apply for, or to be issued, a License as follows:
 1. After a first violation of this Section at a location, no new license may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until sixty (60) days have passed from the date of the violation.
 2. After a second violation of this Section at a location within any sixty (60) month period, no new license may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until one hundred eighty (180) days have passed from the date of the violation.
 3. After a third or subsequent violation of this Section at a location within any sixty (60) month period, no new license may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until five (5) years have passed from the date of the violation.
- B. Any imposition of a penalty pursuant to this Section shall be in writing, setting forth the reasons for the imposition of a penalty and notifying the person subject to the penalty that the decision to impose the penalty shall become final unless the person seeks an appeal pursuant to Section 7.80.130 within fourteen (14) calendar days of the date of service of the Health Officer's decision. Service of the decision shall be provided in accordance with the service requirements set forth in Subsection A of Section 7.80.120.

(Ord. No. 5200, § 1, 5-15-2012)

7.80.120 Health Officer decision.

- A. Upon determining the existence of any of the grounds pursuant to this Chapter for the suspension or revocation of a license, or the imposition of a penalty for tobacco retailing without a license, the Health Officer shall issue a notice of intended decision to the applicant for a license, the licensee, or the person against whom the penalty for tobacco retailing without a license is directed. The notice shall be provided by personal service or by first class mail, postage prepaid, and shall include a copy of the affidavit or certificate of mailing.

- B. The notice of intended decision shall state all the grounds upon which the revocation, suspension, or imposition of penalty is based.
- C. The notice of intended decision shall specify the effective date of the action.
- D. The notice of intended decision shall state that the Health Officer shall give the applicant for a license, the licensee, or the person against whom the penalty for tobacco retailing without a license is directed an opportunity to request a hearing thereon. The hearing shall be an informal hearing before the Health Officer. Following the hearing, or within a reasonable time if no hearing is requested, the Health Officer shall issue a decision and serve the decision in accordance with the service requirements set forth in Subsection A of this Section.
- E. The decision of the Health Officer shall be in writing, setting forth the reasons for the decision, and shall advise the applicant for a license, the licensee, or the person against whom the penalty for tobacco retailing without a license is directed that the decision to suspend or revoke the license, or to impose the penalty for tobacco retailing without a license shall become final unless the applicant for a license, the licensee, or the person against whom the penalty for tobacco retailing without a license is directed seeks an appeal pursuant to Section 7.80.130.

(Ord. No. 5200, § 1, 5-15-2012)

7.80.130 Appeal procedures.

With regard to any denial of an application for a license pursuant to Section 7.80.060 or any decision issued by the Health Officer pursuant to Section 7.80.120, the following rules apply:

- A. A decision of the Health Officer to deny an application for a license, to suspend or revoke a license, or to impose a penalty for tobacco retailing without a license can be appealed to a Hearing Officer, subject to the following requirements and procedures. A person served with a decision issued pursuant to Subsection B of Section 7.80.060 or Subsection D of Section 7.80.120 may seek an appeal by filing with the Health Officer a written request for hearing within fourteen (14) calendar days of service of the decision. Failure to timely file a written request for hearing shall be deemed a waiver of the right to challenge the decision of the Health Officer and a failure to exhaust administrative remedies. The hearing officers shall be individuals selected by the County who may hear the appeals, issue subpoenas, receive evidence to administer oaths, rule on questions of law and the admissibility of evidence, prepare a record of the proceedings, and issue orders with regard to an appeal.
- B. The Hearing Officer shall schedule a hearing.
 - 1. Written notice of the time, date and location of a hearing before the Hearing Officer shall be given by personal service or by first class mail, postage prepaid, including a copy of the affidavit or certificate of mailing, to the appellant.
 - 2. Hearing Procedures.
 - a. Requirements for Taking Testimony. In any proceeding before a Hearing Officer, oral testimony offered as evidence shall be taken only on oath or affirmation, and the Hearing Officer, his/her clerk, or other designee shall have the power to administer oaths and affirmations and to certify to official acts. Oaths of witnesses may be given individually or en masse. Witnesses shall be asked to raise their right hands and to swear or affirm that the testimony they shall give will be the truth, the whole truth, and nothing but the truth.
 - b. Continuances. The Hearing Officer may continue the hearing as determined appropriate by the Hearing Officer.

- c. Administrative Interpretations. In conducting the hearing, the Hearing Officer shall consider the previously established interpretation of an ordinance provision by the Department charged with its enforcement unless that interpretation is shown to be clearly erroneous or unauthorized.
 - d. Hearing Officer Decisions. Within thirty (30) calendar days after the close of the hearing, the Hearing Officer shall issue a written decision, including a statement of the basis for the decision. The Hearing Officer's written decision shall constitute the final administrative decision of the County.
 - e. In the event a civil action is initiated to obtain enforcement of the decision of the Hearing Officer, and judgment is entered to enforce the decision, the person against whom the order of enforcement has been entered shall be liable to pay the County's total costs of enforcement, including reasonable attorney's fees.
- C. The appellant's failure to appear at the hearing on appeal shall constitute an abandonment of the review request and a failure to exhaust administrative remedies.

(Ord. No. 5200, § 1, 5-15-2012)

7.80.140 Other penalties.

The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.

- A. Violations of this Chapter may, in the discretion of the District Attorney, be prosecuted as infractions or misdemeanors.
- B. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall constitute a violation.
- C. Violations of this Chapter are hereby declared to be public nuisances.

(Ord. No. 5200, § 1, 5-15-2012)

7.80.150 Stipulated fine in lieu of hearing.

For a first or second alleged violation of this Chapter within any sixty (60) month period, the Health Officer may allow a tobacco retailer alleged to have violated this Chapter to stipulate in writing to the penalties provided in this Section in lieu of the penalties that would otherwise apply pursuant to this Chapter and to forego any right the tobacco retailer may have to a hearing pursuant to Section 7.80.130. Notice of any stipulation shall be provided to the Sheriff's Office, and no hearing shall be held. Stipulations shall not be confidential, shall be in writing, and shall contain the following terms plus any other noncriminal provisions established by the Health Officer in the interests of justice:

- A. After a first alleged violation of the Chapter at a location:
 1. An agreement by the tobacco retailer to stop acting as a tobacco retailer for one (1) day;
 2. An administrative penalty of one thousand and no/100ths (\$1,000.00) dollars;
 3. An admission by the tobacco retailer that the first alleged violation of the Chapter at the location occurred; and
 4. An agreement that the first alleged violation of the Chapter at the location shall be considered in determining the penalty for any future violation.

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- B. After a second alleged violation of the Chapter at a location within any sixty (60) month period:
1. An agreement by the tobacco retailer to stop acting as a tobacco retailer for ten (10) days;
 2. An administrative penalty of five thousand and no/100ths (\$5,000.00) dollars;
 3. An admission by the tobacco retailer that the second alleged violation of the Chapter at the location occurred; and
 4. An agreement by the tobacco retailer that the second alleged violation of the Chapter at the location will be considered in determining the penalty for any future violations.

(Ord. No. 5200, § 1, 5-15-2012)

7.80.160 Implementation.

The Department shall begin implementing the provisions of this Chapter effective July 1, 2012.

(Ord. No. 5200, § 1, 5-15-2012)

7.80.170 Severability.

If any provision of this Chapter or the application thereof to any person or circumstance is held invalid, the remainder of this Chapter or the application of such provision to other persons or circumstances shall not be affected thereby.

(Ord. No. 5200, § 1, 5-15-2012)

Kim Shirley's Council Report for Tuesday, December 19, 2023

Wednesday, Nov. 8th- League of Women Voters- Lunch and Learn- This meeting was an opportunity to learn about the process of Restorative Justice and how it's being used in Monterey County. Restorative justice is a model that brings both the victim and the offender together to acknowledge accountability, work towards reparation, and offering empathy to those affected so that things can be made as right as possible moving forward. This is not only used in our schools but also in the justice system, with the idea that this will help break the cycle of over incarceration since 89% of those who go through this process do not reoffend upon being released. To learn more about this, the Corrections Program Manager from our county jail, Charles DaSilva facilitated a panel of experts which included someone who worked in the juvenile justice system, our assistant District Attorney, and an assistant Public Defender to talk about this beneficial process. Some of the takeaways for me was that this is a process that brings vulnerability which allows growth for the offenders and a way for the victim to heal. It really seems like such a positive way to change the culture of our institutions. I also learned that our Board of Supervisors instituted a Restorative Justice Commission which is the only one in the State! Especially after learning of the benefits, it made me so happy to hear that our County is committed to this process.

Wednesday, Nov. 8th- Planning Commission Mtg- I attended this Planning Commission meeting as it was the first opportunity to learn more about our comment letter that we received from the State Department of Housing and Community Development (HCD) on our 6th cycle Housing Element. From the presentation, it seems that our letter was similar to other letters that were received by other jurisdictions. The edits they are asking for do seem overwhelming, but I'm happy that our planner Denise Duffy and Associates is working hard to complete the edits by the State's due date of December 15th. For me, the Housing Element takes time to understand and knowing that the City Council would be covering this the following week, attending this meeting allowed me that extra time to understand the requests, our potential responses, and it gave me a chance to jot down some questions of my own.

Saturday, Nov. 11th- Sustainable Del Rey Oaks Butterfly Garden Workday- What a beautiful day it was to gather for a couple of hours to pull weeds and trim back some plants! Many thanks goes to Sustainable Del Rey Oaks for organizing these workdays and maintaining this parcel of city land. The dedicated volunteers are so hardworking and put in a lot of effort into making this space a lovely place to spend time. With two picnic tables now in this location, I hope others don't forget that this is a special space to bring a lunch and enjoy the natural visitors in the garden (including the cats from the Garden Center!).

Monday, Nov. 13th- Monterey-Salinas Transit Board Mtg- Please see the MST board highlights in our agenda packet.

Tuesday, Nov. 14th- Salvation Army's Annual Red Kettle Kickoff- Wow! Is this an organization that both knows how to have fun and raise a lot of money in one afternoon! I was grateful to be invited to this event by Salvation Army Board Member and DRO resident, Frederica Jones. It took place at the Inn in Spanish Bay and included a lovely lunch (and the BEST cookies for dessert), and the fun antics of KSBW reporters Erin Clark and Dan Green. Let's just say that the span of two hours, we laughed, rang little red bells, participated in an auction, and had table captains running around the ballroom collecting cash in red kettles. There was never a dull moment! Nice music and fun(d) times were had by all. In the end, they raised just over \$140,000! I do appreciate all that the Salvation Army does for our community so it was so fun to participate and see the giving hearts of everyone who attended.

Tuesday, Nov. 14th- City Council Mtg- Similar to the Planning Commission meeting the week before, the Council was given the opportunity to learn more about the comments that we received from the State Department of Housing and Community Development (HCD) on our draft 6th Cycle Housing Element. Between viewing the Planning Commission meeting and reviewing the comments from HCD, I spent quite a bit of time trying to understand what it is we need to edit in order to successfully meet the Dec. 15th deadline. I asked some clarifying questions, but I also am wondering about some of the larger questions, such as this- in our effort to "Affirmatively Further Fair Housing" (HCD requirement), I'm wondering if there's a program that could help us establish our former Fort Ord property as a high value development in terms amenities, transportation, and outdoor spaces, while also putting most of our affordable housing in this location. I certainly don't want to segregate this community, so I look forward to discussing how we can fully positively integrate any new development into our city. In this housing element, we're also relying on ADU's (accessory dwelling units) so I'll be interested in seeing how the city is able to keep up with the commitment to this type of building. I'm also interested in water and how that will be addressed on the former Fort Ord given the settlement cap of 6,160 residential units that are allowed (some feel that this cap has already been mostly allotted). HCD has been informed of this settlement, but I'm curious how they may respond even as we provide additional information about the water that has been promised to us through the Marina Coast Water District (our water provider for our Fort Ord property). I know we'll have more meetings coming up regarding our edits for the 6th Cycle Housing Element. I'm grateful for our staff's work on this important topic and look forward to more discussions.

Thursday, Nov. 16th- City Finance Mtg- This was our first finance meeting in several months, so it was good to come together to talk about some updates. Besides reviewing our latest financials (budget looks good!), we had three other topics of discussion for this meeting. The first was discussing the possibility of hiring a deputy city clerk in City Hall,

which I'm very supportive of. Our city does a lot with its limited staff and many are working above and beyond what they should actually be required to do. An additional staff person would relieve these burdens and allow staff to focus more on their actual job responsibilities. Next, we discussed the possibility of increasing our Transient Occupancy Tax (TOT) through a ballot initiative (would need 50% +1 to pass) which would bring in an estimated \$30,000 of additional revenue. Since we don't have any hotels in our city (yet) this tax would apply to our short-term rentals that we have in our city. Our current TOT rate is 10% and city manager Guertin is proposing a 2% increase which is inline with other jurisdictions (average is approximately 11%). We all agreed this would be worthwhile to further explore. Lastly, we discussed putting out a request for proposals (RFP) for a comprehensive fee study. One has not been done in our city for many years and so it's important to evaluate where we're charging too little or sometimes too much for services within our city. As a city we can't make money, but we certainly want to make sure we're covering our costs. We also all agreed that this would be an important next step.

Friday, Nov. 17th- ReGen Monterey Board Mtg- This meeting marked the last board meeting for our Pebble Beach representative, Leo Laska, who is retiring from the board after 20 years. I sat next to Leo on the dias when I first arrived and I appreciated his wisdom and historical context for the organization. He was also very kind and friendly, which was so welcomed when I was the newbie on the board. He will be missed! Another presentation during this meeting was an update on the feasibility study between ReGen Monterey and M1W to look at renewable energy projects that can be achieved between our two organizations. In addition to looking at solar, wind, and batteries, they're focusing on looking at organics to energy as well as a microgrid that can be built to increase our resilience as vital public services. I think we're all excited about the potential and it will take lots of money to move these projects forward, but it's important work to look at specific projects that can benefit both of our orgnaizations.

Our other agenda items addressed our equipment that we're cycling out of commission, sending either to auction or for scrap metal, and then looking at our purchases which will get us closer to the state requirement of having 100% of the cleanest burning engines by 2026.

We received an update from our Technical Advisory Committee (TAC) for SB 1383 (the organic waste recycling bill) and I was happy to hear that there will be another round of funding from CalRecycle which the TAC is applying for on behalf of the jurisdictions. This grant will amount to \$75,000 for each jurisdiction and will help pay for all the work that's coming from the TAC including helping with the edible food recovery program and the required procurement of compost for each city.

Lastly, the other big item from this meeting was the election of our new board chair and vice chair. Jason Campbell, our current chair and representative from Seaside, was stepping down as he did not run for city council again and was serving out the last year of

his term. I'm excited to report that the nominating committee suggested that I serve as board chair and that Mayor Bruce Delgado serve as vice chair for this next year. This nomination was unanimously approved. I'm grateful and honored to serve as chair on this board. It will be a new challenge for me, but I'm looking forward to it, knowing I will learn a lot from this opportunity while serving an organization that I deeply respect.

Friday, Nov. 17th- LandWatch Luncheon- I left the ReGen Monterey Board meeting and ran to the LandWatch luncheon! As always, it was such a wonderful event since it's a place where I get to see so many people from the community that all support sustainable development with an emphasis on curbing climate change. The keynote speaker for the afternoon was MPUSD Superintendent, PK Diffenbaugh. He delivered a talk that addressed how housing is affecting the school district. There is a significant number of students who are considered unhoused with the district, with no permanent place they can call home. Additionally, MPUSD has a fairly significant number of new teachers that leaves the district every year because of their lack of ability to find affordable housing. His message certainly drove home the need to address housing for both of these sectors. On that note, I know that our 6th cycle Housing Element does address the property that MPUSD owns in Del Rey Oaks and provides that as an opportunity for affordable housing. All in all, this luncheon is always well attended and was a nice opportunity to meet up with others in the community who value sustainability.

Saturday, December 1st- Monterey Bay Braver Angels Alliance- I did not attend this meeting as a DRO Council member, but I'd still like to share this experience as others may be interested in learning more about this positive project. Braver Angels is a non-profit, nationwide, volunteer-led group who's mission is to "Bring Americans together to bridge the partisan divide and strengthen our democratic republic." The idea is that it brings together Democrats and Republicans (hopefully in equal numbers or at least in a 60/40 ratio) so that we can practice the skills necessary for finding common ground and moving forward in a manner that supports thoughtful dialogue and kind interactions. Doesn't that sound great? We are so lucky to have one of our own residents, Deanna Ross who is spearheading the effort. In order to form this "Alliance" there needs to be both a blue leaning and a red leaning co-chair, which was established at the first meeting (Deanna is our blue and Mike Gibbs from PG is our red). In this meeting we shared a word that we associated with America (I chose "freedom"), learned more about Braver Angels, and talked about why we were attending. In listening to the participants, many people are hurting from lost relationships (neighbors, families, friends) and feeling uneasy because of the political division within the country. It was also clear that everyone was genuinely interested in working together and creating a positive place for learning and preserving the democracy we all know and love. So, if you're interested in checking out this positive opportunity, let me know and I'll put you in touch with Deanna. Our next meeting is Saturday, January 6th from 10:30-12:00 pm in the Sam Karas room at MPC. We do have more Democrats than Republicans who attended the first meeting, so we'd especially love to have more red leaning folks join the group. I'm looking forward to participating!

Wednesday, December 6th- ReGen Finance Committee Mtg- We covered two ongoing topics for this meeting which will be the only ReGen meeting for the month. First, we talked about the transfer of the state regulated composting permits which are currently held by our on-site contracted composter Keith Day. Because ReGen has greater capacity for dealing with the ongoing regulations and paperwork associated with the permits and because it provides a level of assurance that we will have greater control of composting on our site, ReGen was happy to take on the responsibility of the permits and Keith Day was thankful for the exchange. And since Keith Day is doing such a great job with the composting, in exchange we are offering him a longer lease contract (15 years with two, 5 yr extensions). Once it's all finalized, it will be a win-win for both organizations.

The second item that we discussed was the white paper that's being produced by staff which will talk about the history of waste disposal in the state and then also provide some history about waste disposal within ReGen. We can all learn from this history (especially since we'll have two new board members in January) and it will help us understand where we're at now in terms of accepting waste not only from our member jurisdictions, but also accepting regional waste from outside the member jurisdictions. This greater understanding will help us as we encounter additional waste contracts in the future and will give us all a better understanding as we move forward in addressing not only trash, but recycling, compost, and energy producing capabilities of the landfill.

Wednesday, December 6th- Special Joint Planning Commission/City Council Mtg- This special meeting was to review the most recent updates and edits to our 6th Cycle Housing Element based on the comment letter we received from the State Department of Housing and Community Development (HCD). The meeting was focused on the updated policies and programs that are within the Housing Element. I had questions on various topics including housing vouchers, ADUs (accessory dwelling units), and water (to clarify our ability to guarantee water availability on the former Fort Ord property). I also asked about how the city will go about identifying houses in our city that may qualify for rehabilitation funds. In the end, I was happy to see Denise Duffy and Associates and our staff address the topics of concern from the comment letter. I also feel that they did a good job of addressing many of the comments that were brought up from previous meetings about the Housing Element. It also made me realize that we will be working on implementing and solidifying many of these housing policies in the next 8 years (most things will happen within the first two years of having a compliant Housing Element). It's been a lot of work now, but really, it has just begun.

Monday, December 11th- Monterey-Salinas Transit- Administrative Performance Committee- In this meeting we learned that the ridership for MST has increased 25% in the last month. Although we are below our ridership levels that we had pre-COVID, with the Better Bus Network that was implemented 1 year ago, we're really seeing a steady increase each month which is great news. We also received a state legislature update

during this meeting where it was noted that there's a projected deficit coming into the next fiscal year. Besides possibly affecting future funding for transit, it may also impact the already appropriated funds (money that has been set aside for transit in the future). The good news for us is that our CEO/General Manager, Carl Sedoryk was recently appointed to a state-wide transit taskforce that was newly created, so he'll be a great advocate for medium sized transit and those on the central coast. The good news on the federal update was that there is still money available from the Infrastructure bill for transit. No surprise, but the House is looking to drastically cut appropriations for transit giving a \$2 billion difference compared to the desires of the Senate. No doubt, there will be interesting times ahead.

Monday, December 11th- Monterey-Salinas Transit Board Mtg- Please see the MST board highlights in our agenda packet.

Council Report from Councilmember John Uy December 19, 2023

I. Council Report: AMBAG Board of Directors Meeting - November 8, 2023

I am pleased to provide you with an update on the recent regular board of directors meeting of the Association of Monterey Bay Area Governments (AMBAG) that took place on November 8, 2023. As your representative on the board, it is my duty to keep you informed about the important discussions and decisions made during these meetings.

During the meeting, we discussed several key topics that are of great significance to our community and the entire Monterey Bay region. One of the highlights was the presentation of the revised draft regional growth forecast. This forecast provides valuable insights into population, housing, and employment trends, which will help us plan for the future and ensure sustainable growth in our area. We had a productive discussion on the forecast results and provided feedback to further refine the projections.

Additionally, the board had the opportunity to review and approve the Final 2023 Public Participation Plan. This plan outlines the strategies and guidelines for engaging the public in the decision-making process for regional planning projects. By adopting this plan, we are ensuring that our community's voice is heard and that we are actively involving residents in shaping the future of our region.

Another important item on the agenda was the approval of projects recommended for award under the Regional Early Action Planning Grants (REAP 2.0) Regional Competitive Grant Program. These grants will support initiatives aimed at improving transportation infrastructure, housing, and community development in our region. It is exciting to see these projects move forward, as they will have a direct impact on our community and contribute to our overall well-being.

Furthermore, the board received a report from the Executive Director, Maura Twomey, who provided updates on various ongoing initiatives and programs. Her report highlighted the progress made in implementing the 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy, which aims to create a safe, resilient, and equitable future for our region. It is reassuring to see the dedication and commitment of our executive director in leading these efforts.

Lastly, I would like to remind you that public participation is highly encouraged in these meetings. Your input is invaluable, and it helps us make informed decisions that reflect the needs and aspirations of our community.

In conclusion, the AMBAG Board of Directors meeting on November 8, 2023, was a productive and collaborative gathering where important decisions were made to shape the future of our region. As your representative, I remain committed to advocating for the best interests of Del Rey Oaks and ensuring that our community's voice is heard at the regional level.

II. Council Report: Message of Councilmember John Uy on Veteran’s Day (November 10, 2023)



I am filled with a profound sense of gratitude and pride as we reflect upon the remarkable contributions of our veterans and their families to the fabric of our community. Today, we stand united in paying tribute to the selfless individuals who have dedicated their lives to serving and protecting our great nation.

To our beloved veterans, we owe a debt that words alone cannot express. Your sacrifice, courage, and unwavering commitment to defending the values we hold dear have shaped the very essence of our community. Your sacrifices, often made far from home and in the face of adversity, have not only safeguarded our freedoms but have also inspired us to be better, to do better, and to cherish the liberties we enjoy.

To the families of our veterans, we acknowledge and honor your steadfast support. Behind every

brave service member is a network of loved ones who endure the challenges of separation and uncertainty. Your strength and resilience do not go unnoticed, and we are deeply grateful for the sacrifices you've made in the name of service to our country.

As we come together to commemorate Veterans Day, let us also reaffirm our commitment to supporting our veterans and their families. Whether through outreach programs, community

initiatives, or simple acts of kindness, let us ensure that the gratitude we express today extends into our everyday lives.

To our veterans and their families, you are not just a part of our community; you are the heart and soul of it. Your sacrifices have forged a legacy of bravery and resilience that will inspire generations to come. May this Veterans Day serve as a poignant reminder of the debt we owe, the gratitude we feel, and the unity that binds us all as proud members of this extraordinary community.

III. Council Report: Regular Meeting of the DRO City Council on November 14, 2023

I am pleased to share with you the outcomes of our recent City Council meeting held on November 14, 2023. We convened with a singular yet significant agenda item: to receive a presentation from the Planning Commission Consultants, Denise Duffy and Associates, on the State of California Department of Housing and Community Development's Comment letter on the 6th Cycle Housing Element HCD Review Draft, and to consider potential revisions.

The 6th Cycle Housing Element is a critical component of our city's planning process. It outlines our commitment to meeting the housing needs of our community, particularly for low and very-low-income households. The State's Department of Housing and Community Development (HCD) had provided comments on our draft, and this meeting was an opportunity for us to review and consider these comments.

Denise Duffy and Associates, our trusted consultants, provided a comprehensive presentation on the HCD's comments. They highlighted key areas for improvement, including the need for more specific commitments to actions and timelines in our housing programs, and the need to address housing for extremely low-income households and farmworkers. They also emphasized the importance of establishing processes and procedures to comply with Senate Bill 35, which mandates streamlined permit processes for certain housing developments.

We also opened the floor for public input, a cornerstone of our democratic process. We remain committed to hearing your voices and incorporating your feedback into our plans. We understand that the decisions we make impact each and every one of you, and we value your insights and perspectives.

After careful consideration of the presentation and the HCD's comments, we are now in the process of revising our 6th Cycle Housing Element to meet the statutory deadline on December 15, 2023. We are committed to ensuring that our housing plan not only meets state requirements but also addresses the unique needs of our Del Rey Oaks community.

We are proud of the progress we have made so far and are excited about the opportunities that lie ahead. We believe that by working together, we can create a housing plan that ensures everyone in Del Rey Oaks has access to safe, affordable, and quality housing.

Thank you for your continued engagement and support. Together, we are building a stronger, more inclusive Del Rey Oaks.

IV. Council Report: Thanksgiving Message of Councilmember John Uy during the Thanksgiving Season



As we gather around our tables and in our hearts this Thanksgiving, let's take a moment to reflect on the abundance of blessings that grace our lives. ✨ This year has reminded us of the strength within our community and the power of togetherness.

I'm endlessly grateful for the opportunity to serve our wonderful town. Each day, I'm inspired by the kindness, resilience, and compassion that define Del Rey Oaks. Your unwavering support and dedication to making our community thrive truly make a difference.

Let's cherish this time to celebrate the spirit of gratitude, embracing the joy found in simple moments and the warmth of being surrounded by loved ones. ❤️👨👩👧👦

Remember, as we express our gratitude, we must never forget that the highest appreciation is not to utter words but to live by them. Let's continue to uplift each other, extend a helping hand, and spread kindness wherever we go.

Wishing you all a Thanksgiving filled with love, laughter, and the company of cherished friends and family. May the spirit of gratitude guide us today and every day.

🍁🌟 Happy Thanksgiving, Del Rey Oaks! 🌟🍁

V. Council Report: Supervisor Wendy Root Askew's 'Holiday Hello' Commissioner Appreciation & Community Open House on December 1, 2023



It is with immense pleasure and gratitude that I share with you the heartwarming experience I had the privilege to be a part of at Supervisor Wendy Root Askew's 'Holiday Hello' Commissioner Appreciation & Community Open House on December 1, 2023.

This enchanting evening was a testament to the unwavering dedication and commitment of Supervisor Askew and her team towards fostering unity, collaboration, and progress in our district. The event

was not just a gathering; it was a celebration of the tireless efforts put forth in steering our community towards a brighter future.

In the heart of this warm and welcoming atmosphere, I witnessed firsthand the genuine passion and commitment Supervisor Askew holds for our community. Her leadership and unwavering support have been instrumental in propelling Del Rey Oaks towards growth and prosperity.

As a councilman representing our vibrant city under Supervisor Askew's jurisdiction, I am deeply grateful for her steadfast support and guidance throughout my tenure. Her visionary initiatives and collaborative spirit have played an integral role in advancing our shared goals for Del Rey Oaks.

Supervisor Askew's dedication to community initiatives, her foresight, and her steadfast commitment to progress have made an indelible impact on our district. Her leadership shines as a guiding light, steering us towards a future teeming with positivity, growth, and opportunity.

I extend my heartfelt gratitude to Supervisor Askew for her tireless efforts, unwavering vision, and invaluable contributions that continue to elevate our community. Here's to a future marked by continued collaboration, progress, and a shared commitment to the prosperity of Del Rey Oaks.



In closing, I express my deepest appreciation for the opportunity to participate in this heartening event. Let us carry forward the spirit of unity and collaboration nurtured during the 'Holiday Hello' into our endeavors, working hand in hand for the betterment of our beloved Del Rey Oaks.

VI. Council Report: Season's Greetings from Councilmember John Uy on December 6, 2023: Embracing Our Tapestry of Traditions

Dear Residents of Del Rey Oaks,



As we immerse ourselves in the magic of this season, I am filled with a profound sense of gratitude for the rich tapestry of traditions that illuminate our community during these special days. From the gleaming candles of Hanukkah to the radiant joy of St. Lucia Day, and the myriad celebrations leading up to the New Year, our diversity becomes a source of strength and beauty.

It's in the flickering lights of the menorah and the joyful

gatherings for St. Lucia Day that we find the threads weaving our community together. The Winter Solstice marks a time of renewal, reminding us of the ever-revolving cycle of life and the promise of brighter days ahead.

As Christmas arrives, it brings with it a spirit of generosity, kindness, and togetherness. But our celebrations don't end there. We embrace the stories of Boxing Day and the heritage of Kwanzaa, finding unity in the richness of our differences and drawing strength from our shared humanity.

The anticipation of Omisoka heralds reflection and hope, bidding farewell to the old year and beckoning in the promise of a fresh start on New Year's Eve and Day.

In this mosaic of celebrations, let us cherish the moments spent with loved ones, embrace the diversity that colors our traditions, and find solace in the unity that binds us together as a community. Our differences are the brushstrokes painting a vibrant portrait of Del Rey Oaks.

May this holiday season fill your homes with laughter, your hearts with warmth, and your lives with a tapestry of beautiful moments that linger as cherished memories throughout the coming year.

From my family to yours, I extend heartfelt wishes for peace, happiness, and an abundance of joy this holiday season.

Warmest Regards,
Councilmember John Uy

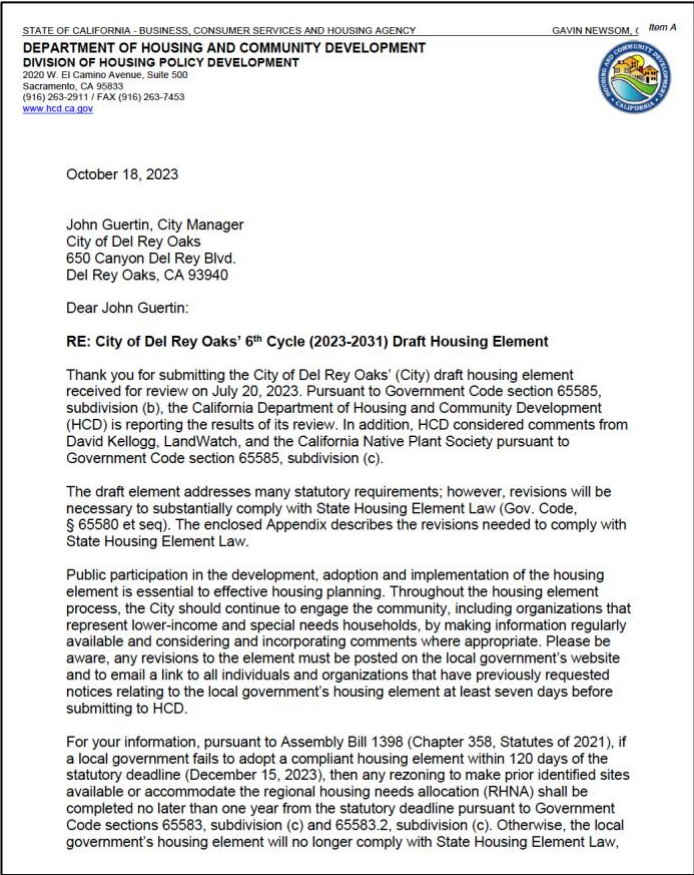


May your holiday season be adorned with the love of family, the warmth of friendship, and the magic of the festive spirit. As we gather around the tree, we're reminded of the true gifts in life – the people who make it meaningful.

Thank you so much for being the twinkling lights that brighten our days. Let's cherish the simple moments, create lasting memories, and continue to spread kindness wherever we go.

Warmest Wishes,
John, Michael, Elena, Romulo,
and Holly

VII. Council Report: Special Joint Meeting of the DRO City Council and Planning Commission on December 6, 2023



I am thrilled to share with you an update on the special joint meeting of the Del Rey Oaks City Council and Planning Commission that took place on December 6, 2023, based on the comment letter from HCD. This meeting was a remarkable opportunity for us to come together and discuss the pressing housing needs of our community. It was a significant step forward in our ongoing efforts to address the housing needs of our community and ensure equal housing opportunities for all residents.

During the meeting, I had the privilege of suggesting that special needs groups should also include persons with chronic illness, military (active and veteran), the LGBTQ+ community, people of color, and students in the housing element. It is crucial that we recognize the unique challenges faced by these groups when it comes to finding decent and affordable housing.

By expanding our definition of special needs groups, we can ensure that our housing policies are inclusive and address the diverse needs of our community. It is our responsibility to create an environment where everyone, regardless of their background or circumstances, has access to safe and affordable housing.

We understand that students, in particular, face significant difficulties in finding suitable housing. As they pursue their education and contribute to our community, it is essential that we provide them with the support they need. By including students as a special needs group, we can work towards developing housing options that cater to their specific needs.

Furthermore, we recognize the importance of supporting our military personnel, both active and veteran, who have dedicated their lives to serving our country. They deserve our utmost gratitude and assistance in finding housing that meets their unique requirements. By including them as a special needs group, we can ensure that their housing needs are given the attention they deserve.

Additionally, it is crucial that we address the housing challenges faced by persons with chronic illness, the LGBTQ+ community, and people of color. These groups often encounter barriers and discrimination when searching for housing. By acknowledging their needs and including them as special needs groups, we can work towards creating a more equitable and inclusive housing landscape.

As we move forward, we will continue to prioritize the needs of these special groups in our housing policies and initiatives. We are committed to working collaboratively with community organizations, non-profit groups, and government agencies to develop targeted programs that address their unique challenges.

At the meeting, we also had the opportunity to present the requested revisions to the draft from the Department of Housing and Community Development (HCD). At this meeting, the Planning Commission and City Council held public hearings to accept public testimony on these revisions. We are grateful for the engagement of our community members, as their input is vital in shaping our housing policies.

Furthermore, we discussed various programs and initiatives aimed at facilitating affordable housing for all income levels. These programs include the development of mixed-use zoning designations, small lot residential subdivisions, and the facilitation of affordable rental units. We are committed to exploring funding opportunities and collaborating with agencies such as the Monterey County Housing Authority and the U.S. Department of Housing and Urban Development to support these initiatives.

In our efforts to affirmatively further fair housing, we are actively working towards providing equal housing opportunities for all residents. This includes enhancing housing mobility strategies, protecting existing residents from displacement, and encouraging new housing choices and affordability in high and medium-resource areas. We are also committed to addressing the needs of special populations, such as seniors, persons with disabilities, people with chronic illness, students, the military, people of color, the LGBTQ+ community, and female-headed households.

In conclusion, the special joint meeting of the Del Rey Oaks City Council and Planning Commission was a significant step forward in our commitment to providing affordable and inclusive housing for all residents. By expanding our definition of special needs groups, we are ensuring that no one is left behind in our efforts to create a thriving and inclusive community.

We are grateful for your continued support and engagement as we work together to address the housing needs of our community. Your input and feedback are invaluable in shaping our housing policies and initiatives. Together, we can build a community where everyone has access to safe, affordable, and inclusive housing.

VIII. Council Report: Celebrating Solidarity and Community at the Pilipino-American Solidarity Alliance (PASA) Christmas Party on December 8, 2023, at the Moose Lodge, Del Rey Oaks, CA



On December 8, 2023, I had the honor and privilege of attending the 20th Anniversary Christmas Party hosted by the Pilipino-American Solidarity Alliance (PASA) at the Moose Lodge in Del Rey Oaks, CA. This event was a testament to the vibrant spirit and unwavering dedication of an organization that embodies unity and support for immigrants settling into our community.

As someone who has experienced the challenges of building a new life in a foreign land, I was deeply moved by PASA's commitment to creating a welcoming environment for newcomers, particularly those from the Philippines. Their mission to assist immigrants in acclimating to our society struck a chord with me on a personal level.

The evening was a tapestry of culture, camaraderie, and celebration. It was a joy to witness the diverse array of Filipino delicacies, from the beloved lechon to delightful desserts, showcasing the richness of Filipino cuisine. The performances were nothing short of incredible, reflecting the cultural heritage and talent within our community.

What struck me most was the palpable warmth and inclusivity that permeated the gathering. PASA's dedication to fostering a sense of belonging and solidarity among immigrants is truly commendable and serves as a beacon of hope and support for those navigating a new chapter in their lives.

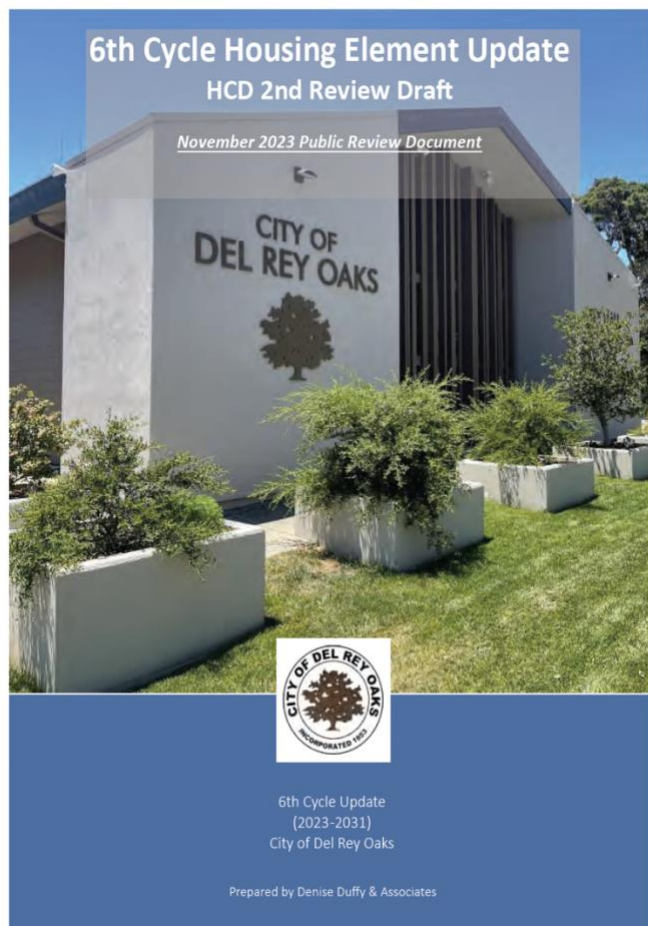
As a councilman, it is both an honor and a responsibility to support organizations like PASA that champion diversity, inclusivity, and community engagement. I am committed to working hand in hand with PASA and similar groups to ensure that our city remains a place where everyone, regardless of background, feels embraced and valued.

In conclusion, I extend my heartfelt gratitude to PASA for orchestrating such a memorable and heartening celebration. Let us continue to embrace and uplift our fellow immigrants, cultivating a community where everyone is not just welcomed but embraced with open arms.

Salamat po, PASA, for an inspiring and impactful evening! Mabuhay po tayong lahat!



IX. Council Report: Special Meeting of the DRO City Council on December 13, 2023



I write this report with an overwhelming sense of pride and gratitude as we convened for this momentous occasion on December 13, 2023. Our collective dedication and tireless efforts have culminated in a milestone achievement for our city: the completion and recommendation for approval of Resolution 2023-21 to adopt the General Plan Amendment, specifically the City's 2023-2031 6th Cycle Housing Element Update.

This endeavor represents not just a procedural task but a testament to our commitment to the welfare and growth of our community. In accordance with Government Code Section 65580 et seq., the preparation of the 6th Cycle Housing Element has been a meticulous and comprehensive process. It encapsulates a strategic blueprint for the development and sustainability of our city over the next planning period, 2023-2031.

At the heart of this Housing Element Update lies an exhaustive analysis of our housing needs. It identifies various constraints, both governmental and non-governmental, and proposes concrete strategies to overcome these hurdles. Through robust goals, clear objectives, and strategic policies, this Element paves the way for a more inclusive, vibrant, and sustainable Del Rey Oaks.

Importantly, this Housing Element isn't merely a bureaucratic document; it's a visionary roadmap that outlines programs and initiatives to meet our Regional Housing Needs Allocation (RHNA). It encapsulates the collective aspirations of our residents, ensuring adequate residential development sites with appropriate zoning to accommodate our growth requirements.

I am profoundly grateful for the collective dedication showcased by each member of our DRO community, our planning consultant, our invaluable City Hall staff, our diligent Planning Commission, and my fellow Council members. Your unwavering support, expertise, and heartfelt contributions have been the driving force behind this milestone achievement.

On this day, December 13, 2023, we stood on the precipice of history as the City Council approved this Resolution. The success of this motion not only signifies our compliance with state-mandated deadlines but also showcases our city's proactive approach and dedication to responsible city development.

As we embrace this pivotal moment, let us not forget the incredible impact of our collaborative endeavors. Together, we've laid the groundwork for a future that prioritizes accessibility, sustainability, and the fundamental right to safe and dignified housing for all.

From the depths of my heart, I extend my sincerest gratitude to each and every one of you. Your dedication and unwavering support have been nothing short of inspiring. Let us continue to work together, fueled by our shared vision, to build a brighter, more equitable future for Del Rey Oaks.



Photo Caption: Celebrating Del Rey Oaks Future Together!

X. Council Report: Celebrating the Radiance of Holiday Lights in Del Rey Oaks

As I am writing this report on this one evening in December, I cannot help but pause and bask in the radiant glow that envelops our streets this time of year! The festive spirit has embraced our neighborhoods, adorning homes with a kaleidoscope of colors and twinkling lights that truly illuminate the essence of the holiday season. I want to take a moment to revel in the warmth and brilliance that our residents bring to Del Rey Oaks through their creative and festive decorations.

It is very fitting to celebrate something equally important in our community: the extraordinary display of camaraderie and community spirit that we witness as our residents adorn their homes with festive holiday lights. These vibrant displays not only brighten our streets but also warm our hearts, infusing our neighborhoods with joy, cheer, and a sense of togetherness.



I am delighted to showcase a sampling of the captivating holiday lights that grace our city's homes, though I acknowledge that these images only capture a fraction of the magnificence that adorns our streets. To each resident who has contributed to this spectacle, whether their home is featured in these images or not, your efforts have not gone unnoticed.

The dedication and creativity you've poured into decorating your homes are a testament to the love you hold for our community. I recognize that this labor of love requires time, effort, and a true commitment to spreading joy. Your festive displays have not only illuminated our neighborhoods but have also lit up the hearts of those who stroll through our neighborhoods and brought smiles to the faces of all who pass by.

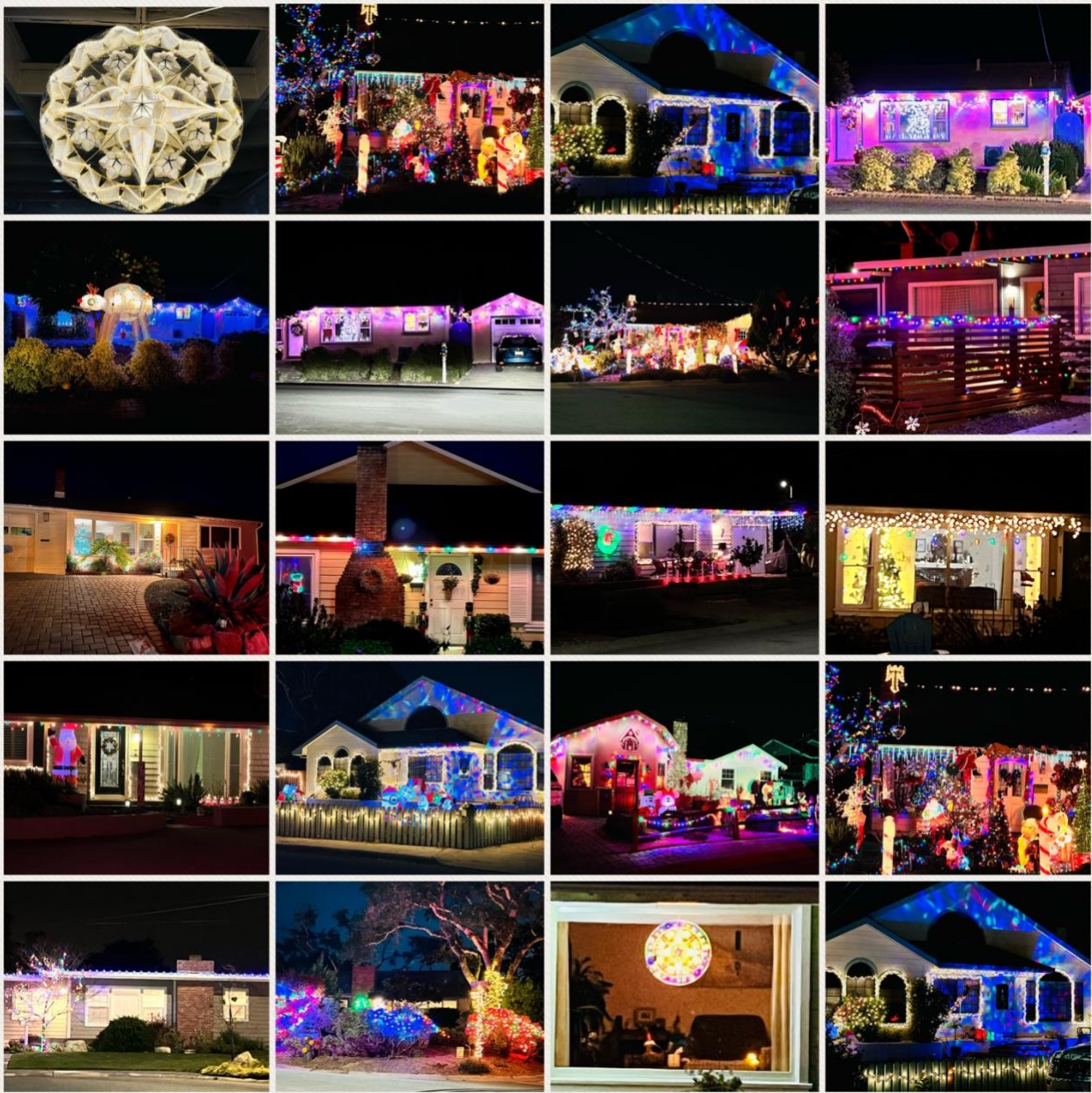
To every resident who participated in adorning our streets with these dazzling lights, on behalf of the entire city council and the community at large, I extend my heartfelt appreciation and gratitude. Your contributions have elevated the spirit of the season, fostering a sense of unity and warmth that embodies the very essence of Del Rey Oaks. It's a powerful reminder of the unity that binds us, transcending individual differences to create a shared tapestry of delight.

Let us take a moment to recognize and applaud our residents' efforts in making our city shine brightly during this festive time. Your dedication to spreading joy and creating a vibrant community spirit is deeply cherished and celebrated. Your efforts have not only made Del Rey Oaks a visual delight but have also reinforced the bonds that make our city an exceptional place to call home.

May the radiant glow of these holiday lights reflect the warmth of the season and inspire us all to continue building a community that shines brightly throughout the year.



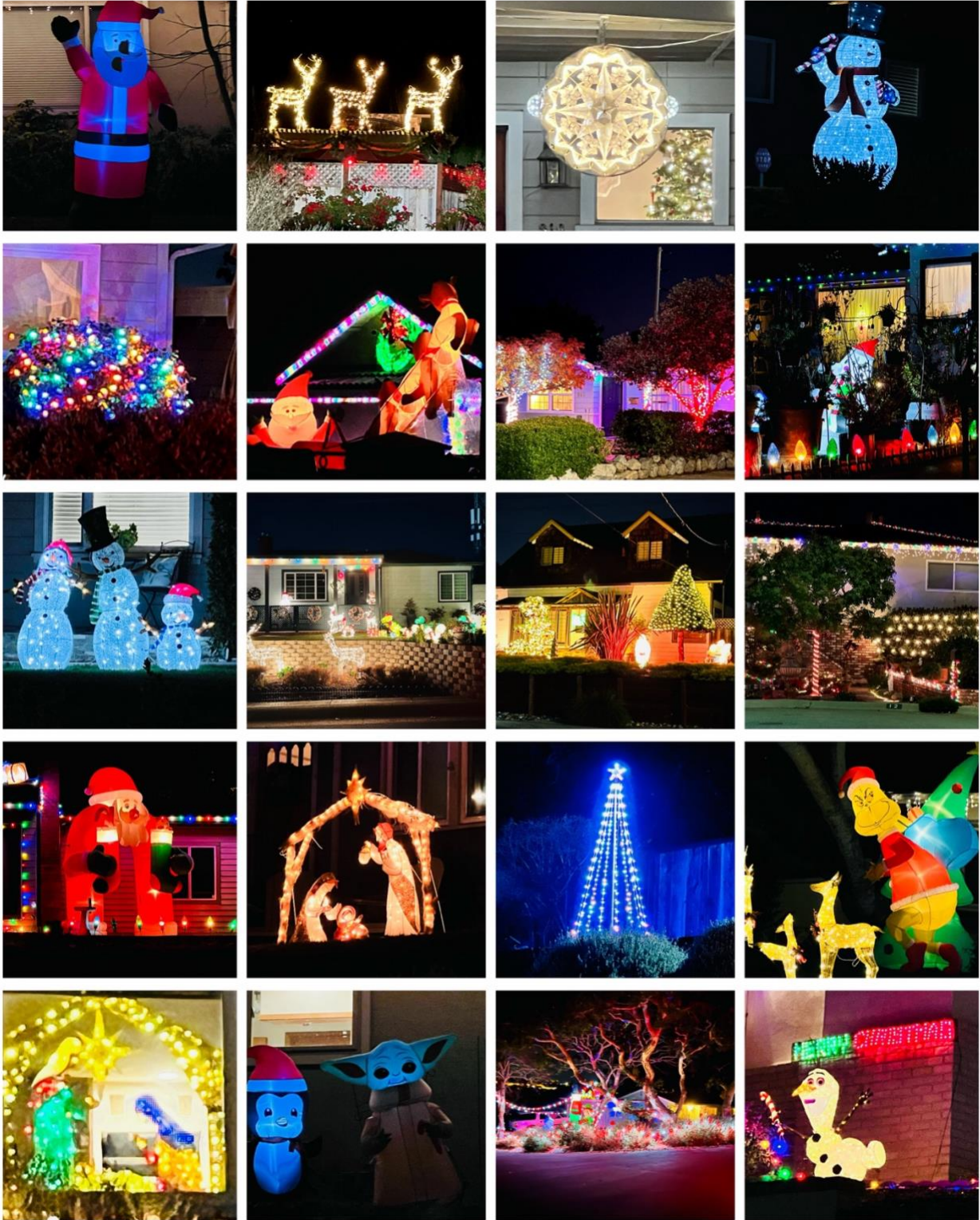
Together, let us embrace the festive spirit and move forward with renewed vigor, inspired by the unity that shines brightly in Del Rey Oaks!



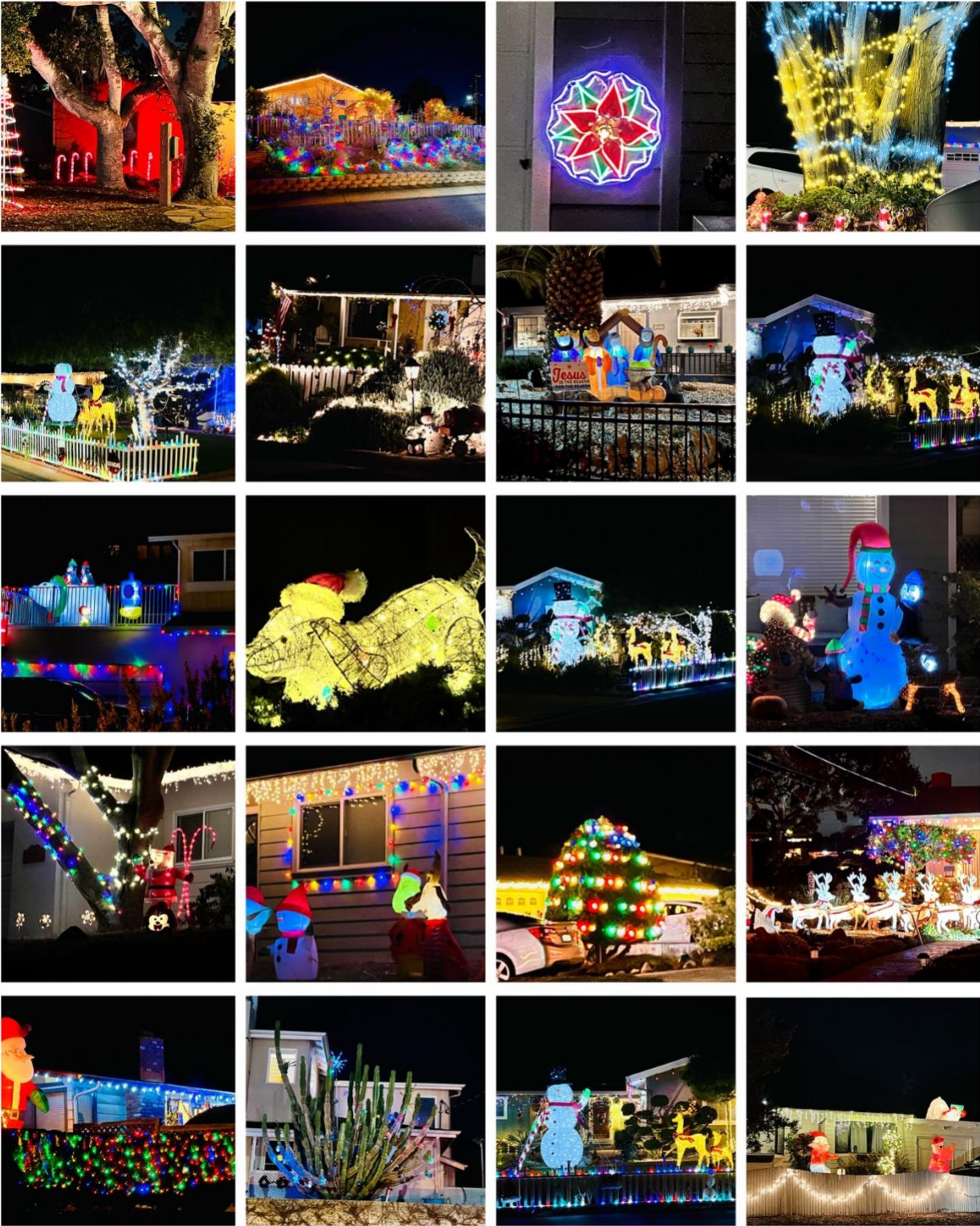
The twinkling lights that now grace our city not only illuminate the physical landscape but also light up the hearts of those who stroll through our neighborhoods. It's a powerful reminder of the unity that binds us, transcending individual differences to create a shared tapestry of delight.



To each resident who has taken the time to weave their holiday magic into the fabric of Del Rey Oaks, I extend a heartfelt thank you. Your dedication to spreading joy and brightening the lives of your neighbors does not go unnoticed. I want to assure everyone that, even if their home is not featured in our collage, their contribution is cherished and acknowledged.



In the spirit of community, let us take a moment to collectively express our gratitude to those who have turned our streets into a symphony of colors. Your efforts have not only made Del Rey Oaks a visual delight but have also reinforced the bonds that make our city an exceptional place to call home.







MST HIGHLIGHTS
Board of Directors Meeting
November 13, 2023

RECOGNIZED NOVEMBER EMPLOYEES OF THE MONTH

The MST Board adopted Resolution 2024-08 recognizing Jacob Newman, Communications Specialist, and Resolution 2024-09, recognizing Omarr Wilson, Coach Operator as the November 2023 Employees of the Month for their outstanding contribution to MST and to the entire community.

25 YEARS OF SERVICE

The MST Board recognized Michelle Di Pretoro, Maintenance Analyst, for 25 years of service and her outstanding dedication and contribution to MST and to the entire community.

ADOPTED RESOLUTION 2024-10 FOR CLEAN CALIFORNIA LOCAL GRANT PROGRAM FUNDS

The MST Board adopted Resolution 2024-10 authorizing the General Manager/CEO to execute grant documents for Clean California Local Grant Program Funds.

AUTHORIZED DISPOSITION OF ELEVEN MST-OWNED VEHICLES

The MST Board authorized the disposition of eleven (11) MST-owned vehicles that have reached or exceeded their useful life.

APPROVED UPDATES TO FY 2024-2028 CAPITAL IMPROVEMENT PROGRAM

The MST Board approved updates to the FY 2024-2028 Capital Improvement Program.

PROVIDED DIRECTION REGARDING SB 125 FUNDING REQUEST TO TAMC

The MST Board provided direction for the General Manager/CEO to advocate for MST projects while working with TAMC for solutions on future funding allocations.

SURF! BUSWAY AND BUS RAPID TRANSIT PROJECT

The MST Board authorized the General Manager/CEO to execute two separate amendments to two separate Kimley-Horn contracts, one for \$205,825 for Capital Investment Grant support and the second for \$182,000 for final design for a total amount not to exceed \$387,285.

APPROVED GENERAL MANAGER/CEO PERFORMANCE INCENTIVE

The MST Board approved a 5% Incentive Pay for the General Manager/CEO.

REJECTED BID PROTEST AND AUTHORIZED JANITORIAL CONTRACT

The MST Board rejected the bid protest and authorized the General Manager/CEO to enter into a three-year contract with EcoBrite Services, LLC for janitorial services, with the option to extend for three additional one-year terms, in an amount not to exceed \$265,207/year, or a total contract amount of \$1,591,239.

NEXT MST BOARD MEETING

The next regular MST Board meeting is scheduled for December 11, 2023.



MST HIGHLIGHTS
Board of Directors Meeting
December 11, 2023

RECOGNIZED DECEMBER EMPLOYEES OF THE MONTH

The MST Board adopted Resolution 2024-11 recognizing Vantor Kubulan, Facilities Technician, as the December 2023 Employee of the Month for his outstanding contribution to MST and the entire community.

SERVICE RECOGNITION

The MST Board recognized Jeff Baron from the City of Carmel-by-the-Sea, for his 5 years of service on the MST Board.

SERVICE RECOGNITION

The MST Board recognized Joe Amelio from the City of Pacific Grove, for his 5 years of service on the MST Board.

RECEIVED THE 2024 BOARD MEETING CALENDAR, COMMITTEE MEETING SCHEDULE, AND CONFERENCE DATES

The MST Board received the 2024 board meeting calendar, committee schedule, and conference dates.

APPROVED UPDATES TO MST PROCUREMENT POLICY

The MST Board approved updates to the MST Procurement Policy in accordance with SB 304 and effective January 1, 2024.

APPROVED SITE SELECTION GOALS FOR PROPOSED SALINAS OPERATIONS AND MAINTENANCE FACILITY

The MST Board approved site selection goals for the proposed Salinas Operations and Maintenance Facility to fulfill Federal Transit Administration (FTA) Title VI requirements.

RECEIVED UPDATE ON MST'S DEI AND INCLUSION PROGRAM AND DEI UNITE! WEB PORTAL

The MST Board received an update on MST's Diversity, Equity, and Inclusion Program and the DEI Unite! Web Portal.

SURF! BUSWAY AND BUS RAPID TRANSIT PROJECT

The MST Board rejected Sand City's request to construct a roundabout and approved to move forward as planned with a traffic signal at Playa and California.

SURF! BUSWAY AND BUS RAPID TRANSIT PROJECT CONTRACT

The MST Board authorized the General Manager/CEO to negotiate and award a contract to Comtech International Group for SURF! Busway and Bus Rapid Transit Project construction management services in an amount not to exceed \$5,685,600 pending approval of a letter of no prejudice from the Federal Transit Administration.

AUTHORIZED PURCHASE OF TWELVE MST-OWNED VEHICLES

The MST Board authorized the General Manager/CEO to purchase twelve (12) battery electric heavy-duty coaches from Gillig, LLC of California in an amount not to exceed \$15,606,064.

APPROVED 2024 STATE LEGISLATIVE PROGRAM

The MST Board approved the 2024 State Legislative Program.

APPROVED 2024 FEDERAL LEGISLATIVE PROGRAM

The MST Board approved the 2024 State Legislative Program.

RECEIVED UPDATE REGARDING SB 125 FUNDING REQUEST TO TAMC

The MST Board received an update on the SB 125 Funding request to the Transportation Agency for Monterey County (TAMC).

NEXT MST BOARD MEETING

The next regular MST Board meeting is scheduled for January 8, 2024.



TRANSPORTATION AGENCY FOR MONTEREY COUNTY

www.tamcmonterey.org

HIGHLIGHTS

December 6, 2023

TAMC Board Approves Allocating 50/50 Split of Senate Bill 125 Transit and Intercity Rail and Zero Emission Funding Between Bus and Rail Transit Projects

After a comprehensive and candid Board discussion, which Supervisor Lopez said was a rare opportunity to fund transformative investments that would bring long-term change for the region's low-income communities and communities of color, the TAMC Board of Directors approved a 50/50 split of Senate Bill 125 transit and intercity rail and zero emission funding between bus and rail transit projects. The vote came after a staff presentation on project candidates for state transit and intercity rail and zero emission funding and the intent of Senate Bill 125. The Board directed staff to annually evaluate and recommend any changes to SB 125 programming when updating the Integrated Funding Strategy. The Board also approved increasing Measure X funding allocation to the SURF! Busway and Bus Rapid Transit project by \$9.2 million to fully fund construction.

On July 10, 2023, Governor Newsom signed Senate Bill (SB) 125 into law, which included new formula funding through the Transit and Intercity Rail Capital Program (TIRCP) and created a new Zero-Emission Transit Capital Program (ZETCP). TAMC is slated to receive \$44.5 million over two years in TIRCP formula funds and \$8 million over four years for the ZETCP.

The legislative intent of the funding via SB 125 and its precursor legislation, SB 198 (2022) and Assembly Bill (AB) 180 (2021), covers a range of goals including: funding high-priority bus and rail transit capital projects, providing transit operations bridge funding for transit operators to address operational costs until long-term transit sustainability solutions are identified, assisting transit operators in preventing service cuts and increasing ridership, prioritizing the availability of transit for riders who are transit dependent, and prioritizing transit agencies representing a significant percentage of the region's ridership.

As approved by the TAMC Executive Committee on November 1 and supported by the Transportation Agency's Rail Policy Committee on November 6, the proposed funding distribution would take 1% off the top for administration expenses and allocate 50% of the remaining funds to MST bus projects and

50% to TAMC rail projects, with additional Measure X funding covering the current estimate for SURF! Busway and Bus Rapid Transit project construction costs. This Measure X augmentation effectively increases MST's funding allocation to 67% of their funding request; and provides the opportunity to leverage the Measure X and SB 125 funds to fund important regional rail projects. The regional rail projects are the Pajaro/Watsonville Multimodal Station project design; the Monterey County Rail Extension Project construction, including Positive Train Control; and the King City Station construction.

The preliminary project list with narrative explanations and a short-range transit plan is due to the California State Transportation Agency by December 31, 2023.

TAMC Staff Selects the “Participatory Budgeting” Team as the Agency’s Employees of the Quarter

TAMC selected the Participatory Budgeting team as Employees of the Quarter for July 1 – September 30, 2023. The team comprised of Aaron Hernandez, Ariadne Sambrano, Ariana Green, and Janneke Strause were recognized for their exemplary service in developing the Salinas Valley Safe Routes to School Plan for 22 schools in the Cities of Greenfield, Soledad, Gonzales, and King City.

Their work included developing community steering committees and gathering input from parents, teachers, students, and school administrators to develop projects that would make it safer and more comfortable for children to get to and from schools in each city.

About the Salinas Valley Safe Routes to School Plan & Participatory Budgeting

The Salinas Valley Safe Routes to School Plan, developed by the Transportation Agency, Monterey County Health Department, Ecology Action, and the cities in South County, will identify barriers to safe access to all K-12 public schools in South County cities and recommend infrastructure and non-infrastructure improvements.

An important component of the Plan is the participatory budgeting process that is designed to fast-track funding and implementation of safe routes to school projects that are meaningful to community members. Through this participatory budgeting process, the community helped determine how to spend \$250,000 allocated for program safety improvements through the Transportation Agency’s Safe Routes to School Program.

The Salinas Valley Safe Routes to School Plan was funded through a Caltrans Sustainable Transportation Planning Grant (\$64,127) and Measure X Safe Routes to School fund (\$126,501).