



## LAGUNA GRANDE REGIONAL JOINT POWERS AGENCY

### A G E N D A

#### SPECIAL MEETING

Seaside Council Chamber

440 Harcourt Avenue

Monday, September 30, 2019

5:30 PM

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#### 1. **CALL TO ORDER**

#### 2. **ROLL CALL – ESTABLISHMENT OF QUORUM**

Kevin Raskoff  
Clyde Roberson  
Alissa Kispersky

Monterey Peninsula Regional Park District  
City of Monterey  
City of Seaside

#### 3. **PUBLIC COMMENT**

*Members of the public wishing to address the Authority on matters within the jurisdiction of the Joint Powers Authority, but not on this agenda, may do so during the Public Comment period for up to three minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.*

#### 4. **BUSINESS ITEMS**

##### **A. ESTABLISHMENT OF A CHAIR AND VICE-CHAIR OF THE AUTHORITY**

**RECOMMENDATION:** That the Joint Powers Regional Agency establish a Chair and a Vice Chair for the Authority Board. (Not a Project Per CEQA)

##### **B. INTRODUCTION TO THE LAGUNA GRANDE REGIONAL PARK**

**RECOMMENDATION:** That the Joint Powers Regional Agency receive an update, accept public comment, and provide comments about the Laguna Grande Regional Park introduction.  
(Not a Project Per CEQA)

**C. REVIEW OF COMPLETED PROJECTS**

**RECOMMENDATION:** That the Joint Powers Regional Agency receive an oral report on completed projects and provide comments.  
(Not a Project Per CEQA)

**D. POLICE JURISDICTION AND RESPONSE**

**RECOMMENDATION:** That the Joint Powers Regional Agency receive an oral report on police jurisdiction and response. (Not a Project Per CEQA)

**E. IDENTIFY CONCERNS AND BRAINSTORM IDEAS**

**RECOMMENDATION:** That the Regional Joint Powers Regional identify concerns and brainstorm ideas.  
(Not a Project Per CEQA)

**5. ADJOURNMENT**

Next Regularly Scheduled Meeting:

TBD

TBD

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The Laguna Grande Regional Joint Powers Authority is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, contact the Seaside City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. The City Council chamber is equipped with a portable microphone and assisted listening devices are available at all meetings. Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Government Code Section 54954.2(a) or Section 54956.



## LAGUNA GRANDE REGIONAL JOINT POWERS AGENCY

### AGENDA REPORT

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**ITEM:** 4.A.

**TO:** Agency Members

**DATE:** September 30, 2019

**SUBJECT:** **ESTABLISHMENT OF A CHAIR AND VICE-CHAIR OF THE AUTHORITY**

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#### **PURPOSE & RECOMMENDATION**

That the Joint Powers Regional Agency establish a Chair and a Vice Chair for the Authority Board. (Not a Project Per CEQA)

#### **BACKGROUND**

Under Section 2 of the Joint Powers Authority Agreement, "The representatives shall elect a Chairman and a Vice-Chairman who shall serve a term of one year."

Currently there is no named Chair, so it is necessary to establish this as the first order of business of the Authority.

It is also recommended that the Authority use the term "Chair" and "Vice Chair" as opposed to the Agreement language, to be more gender neutral.

#### **ENVIRONMENTAL DETERMINATION**

The Laguna Grande Regional Joint Powers Agency determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 ("CEQA Guidelines), Article 20, Section 15378). In addition, CEQA

Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

## **ATTACHMENTS**

None

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## **LAGUNA GRANDE REGIONAL JOINT POWERS AGENCY**

### **AGENDA REPORT**

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**ITEM:** 4.B.

**TO:** Agency Members

**DATE:** September 30, 2019

**SUBJECT:** **INTRODUCTION TO THE LAGUNA GRANDE REGIONAL PARK**

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#### **PURPOSE & RECOMMENDATION**

That the Joint Powers Regional Agency receive an update, accept public comment, and provide comments about the Laguna Grande Regional Park introduction.  
(Not a Project Per CEQA)

#### **BACKGROUND**

#### **ENVIRONMENTAL DETERMINATION**

The Laguna Grande Regional Joint Powers Agency determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 ("CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the

matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

## **DISCUSSION**

Located in the cities of Seaside and Monterey, Laguna Grande Park is a regional park which is managed separately by their respective owners and operators, Monterey Peninsula Regional Park District (MPRPD), City of Seaside, and City of Monterey. This report provides an overview of the park's history.

### ***Park History***

In 1950, the County of Monterey established Laguna Grande Park. In 1976, the Laguna Grande Regional Park Joint Powers Agency (JPA) was formed to coordinate the development and maintenance of the park. In 1978, the Laguna Grande Regional Park Master Plan and EIR Addendum were published. (Available at the following link: [Laguna Grande Park Master Plan](#) ) A summary of the Plan's objectives and policies include:

#### Objectives:

1. To preserve and enhance Laguna Grande through a water oriented park facility
2. To meet the park recreational needs of 1) the citizens of Monterey and Seaside and 2) the citizens of the Monterey Peninsula through a water oriented park facility

#### Policies:

1. The recommendations of the 208 Case Study should be implemented to improve water quality and to provide a biologically balanced systems. (Attached
2. The park should be water oriented. Provide for water activities – non power boating, fishing, and flycasting.
3. Provide for only the amounts and types of activities and facilities the site can readily accommodate.
4. Minimize the effect of the park on the adjacent residential areas, keeping traffic, parking and noise to a minimum.
5. Provide adequate parking facilities on the site.
6. Encourage private developments as the City Hall, Civic Center and Department of Motor Vehicles to accommodate overflow parking.
7. Retain and enhance the scenic vistas into and internal to the site.
8. Each city is to provide maintenance for their respective sides of the lake.
9. Provide for police surveillance by emergency vehicles.
10. Provide a "native" landscaped area around the perimeter of the lake.

Since its adoption, the cities have implemented the plan.

In 1980, the Canyon Del Rey Watershed JPA was formed by the cities of Del Rey Oaks,

Seaside, and Monterey, County of Monterey, and MPRPD to coordinate the development, maintenance, and water quality of the Canyon Del Rey Watershed, which includes Laguna Grande and Roberts lakes.

### ***Park Usage and Areas of Responsibility***

The cities of Seaside and Monterey have been responsible for managing portions of the park within their jurisdictions. The parcel ownership of the Laguna Grande Regional Park is shown below. Of the Park's 13.33 acres, 80.5% is located in the City of Seaside and 19.5% is located in the City of Monterey. **(See Attachment A - Map of Laguna Grande Regional Park)** While Laguna Grande is one contiguous park, it primarily serves three purposes:

1. The eastern part of the park (east of the lake and the lake itself) serves as the single largest park in Seaside where many of the community's events are held, such as concert series and other special events. In Seaside, Canyon Del Rey Boulevard separates the park from residential neighborhoods.
2. The western part of the park (west of the lake) effectively serves as a neighborhood park for the Del Monte Grove and Laguna Grande neighborhood, because of its close proximity to the residential neighborhood.
3. The southern section of the park (south of the lake) includes walking paths, as well as a creek, wildlife habitat and natural vegetation.

#### Seaside Section

The majority of Laguna Grande Park is located in the City of Seaside, including the entire lake (directly adjacent to the City of Monterey's eastern border), canyon, vegetation/natural habitat area, walking trails, barbecue areas, picnic tables for over 300 people, playground, and restrooms. The City of Seaside's 2003 General Plan designates Laguna Grande (10.73 acres) as a regional park and accounts for 29.3% of Seaside's traditional park facilities (mini-parks, neighborhood parks, community parks, and regional parks). The park is also designated as a critical native vegetation and habitat area in Seaside's Habitat Management Plan.

#### Monterey Section

The sections of Laguna Grande Park in the City of Monterey features a walking path, playground and athletic facilities. In addition, the City of Monterey maintains a 0.07-acre pocket park adjacent to Laguna Grande Park. The City of Monterey's 2016 Parks & Recreation Master Plan designates Laguna Grande (2.6 acres) as a Neighborhood Park.

### **RECOMMENDATION**

That the Joint Powers Regional Agency receive an update, accept public comment, and provide comment.

**ATTACHMENTS**

1. Laguna Grande Park Map
  2. Laguna Grande Regional Park Joint Powers Authority Agreement
  3. Canyon Del Rey Watershed Authority Agreement
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AGREEMENT

LAGUNA GRANDE REGIONAL PARK

JOINT POWERS AGENCY

ARTICLE I

PURPOSE AND JURISDICTION

SECTION 1. CREATION OF AGENCY:

Pursuant to Government Code Sections 6500 et seq. and subject to the terms, conditions and limitations contained in this Agreement, the CITIES OF MONTEREY and SEASIDE and the MONTEREY PENINSULA REGIONAL PARK DISTRICT hereby establish and create the LAGUNA GRANDE REGIONAL PARK JOINT POWERS AGENCY.

SECTION 2. PURPOSE:

The purpose of the Agency is to exercise the powers common to the parties hereto and coordinate the development and maintenance of LAGUNA GRANDE REGIONAL PARK for the use and benefit of the citizens of the Monterey Peninsula.

SECTION 3. PUBLIC AGENCY:

The Agency is a public agency, separate and distinct from the member agencies and any obligations, actions or liabilities shall be construed as those of the member agencies. It shall have the right to sue and be sued, contract, expend funds, and have all other rights, duties and powers to carry out its purposes except as said powers are specifically limited by this Agreement.

SECTION 4. ADOPTION OF THE GENERAL CONCEPTUAL PLAN AND AN AREA OF RESPONSIBILITIES MAP:

The General Conceptual Plan for LAGUNA GRANDE REGIONAL PARK, dated December 1, 1975, is hereby adopted as the general guidelines for the acquisition of lands and the development of said lands within the Park boundaries. The Areas of Responsibilities Map dated October 31, 1975, is hereby adopted as the Areas of Responsibilities

Map. Any changes or modifications of the General Conceptual Plan and Area of Responsibilities Map shall be unanimously agreed upon by the members of the Agency.

SECTION 5. DUTIES AND JURISDICTION OF MEMBER AGENCIES:

It is acknowledged that as set forth below, the members will assume responsibility for the Regional Park and seek to accomplish the long-term objectives of the adopted General Conceptual Plan. Each, therefore, agrees to use its best efforts to accomplish the following:

(a) The CITY OF MONTEREY shall acquire, develop, and maintain for Park purposes, those land areas as are indicated on the adopted General Conceptual Plan and Area of Responsibilities Map.

(b) The CITY OF SEASIDE shall acquire, develop, and maintain for Park purposes, those land areas as are indicated on the adopted General Conceptual Plan and Area of Responsibilities Map.

(c) The MONTEREY PENINSULA REGIONAL PARK DISTRICT. It is the general policy of the Board of Directors of the District to acquire or participate in the acquisition of park and open space lands for the use and enjoyment of the public and not to become substantially involved in the maintenance, operation, or capital development of active recreational areas.

Therefore, while the District shall acquire those water and land areas as are indicated on the attached Regional Park Purchase Map, the operation, maintenance, and development of these areas will rest with the Cities and the Agency.

Said District shall convey or transfer sufficient rights in said land areas to the Cities in accordance with the adopted General Conceptual Plan and Area of Responsibilities Map, said land areas to be maintained and developed by each respective City pursuant to the adopted General Conceptual Plan. The Agency shall be responsible for

the operation and maintenance of the water area and shall further develop a plan for the operation, maintenance and any necessary modification of the water area. The form of all conveyances or transfers shall be mutually agreeable to the District, the respective Cities, and the State of California.

The purpose of this Section is to establish the primary responsibility for the acquisition, development, and maintenance of the Regional Park. Nothing in this Section shall prohibit the Agency, or any of the members, singly or jointly, from voluntarily expending any funds available to it in areas outside its area of primary responsibility.

SECTION 6. FEDERAL AND STATE FUNDS AND GRANTS:

The Agency may make application for, receive, and expend State and Federal funds, provided that any matching requirements, any future financial obligations on any member agency must first be approved by said member agency.

SECTION 7. DESIGNATION OF LEAD AGENCY.

The member Agencies and the Agency shall be the Lead Agency and shall be responsible for complying with the California Environmental Quality Act within their areas of primary jurisdiction.

ARTICLE II

ORGANIZATION

SECTION 1. MEMBERSHIP:

Each member Agency shall have one vote and shall appoint one elected or appointed official and one alternate to serve on the Agency. The representative shall serve at the pleasure of the appointing member Agency. The member Agency shall notify the Agency of its representative, alternate, and any subsequent changes.

SECTION 2. OFFICERS:

The representatives shall elect a Chairman and a Vice-Chairman who shall serve a term of one year. If there is a vacancy, the

representatives shall elect one from among themselves to serve for the remainder of the term.

SECTION 3. MEETINGS:

The Agency shall establish an annual meeting and shall meet at least annually. It may establish such regular or special meetings as are necessary to accomplish the business of the Agency.

It shall meet in one of the member cities unless special circumstances require a meeting outside said boundaries. All meetings shall be open to the public and the agency shall give such notice as required by law.

SECTION 4. BY-LAWS:

The Agency may adopt such By-laws, rules and regulations as it deems necessary to conduct its business and carry out the purposes of the Agency.

SECTION 5. SECRETARY AND OTHER PERSONNEL:

The Agency shall designate one of the member Agencies to serve as Secretary to the Agency for one year on a rotating bases. The Secretary shall provide such administrative and clerical services as are necessary to carry out the Agency business including the preparation of minutes, correspondence and maintenance of the Agency files. The Secretary shall provide personnel to perform this service at no cost to the Agency.

No permanent staff shall be retained without the unanimous consent of all member agencies. Whenever services beyond normal clerical and administrative assistance is required, the Agency shall attempt to have said services provided by the staff of one of the member agencies, for which it may reimburse said member Agency.

ARTICLE III

FINANCIAL AND MISCELLANEOUS PROVISIONS

SECTION 1. DESIGNATION OF DEPOSITORY:

Pursuant to Government Code Section 6505.5, the Treasurer of the

CITY OF \_\_\_\_\_ is hereby appointed the depository of the Agency funds and shall have all rights, duties and obligations as are imposed by law. The CITY OF \_\_\_\_\_ shall be paid for said services in an amount determined by the Agency plus the actual cost of any external audit that may be required by law.

SECTION 2. BUDGET - LIMITATION OF EXPENDITURES AND OBLIGATIONS:

The Agency shall propose such budgets, either for annual operating expense or for specific expenditures or projects as may be necessary to carry out the purposes of this Agreement. Each said budget shall set forth the contribution and the time of said contribution required of each member Agency. No budget shall be adopted until approved in writing by each member Agency. Once approved, said budget shall be a binding obligation on the member Agency to provide the funds as set forth therein and shall be full authority for the expenditure of said funds by the Agency.

SECTION 3. EFFECTIVE DATE - TERM OF AGENCY:

The Agency shall be deemed created upon the last date on which all of the member Agencies have executed this Agreement. The Agency shall continue in existence until terminated by unanimous consent or until two (2) members withdraw.

SECTION 4. AMENDMENT:

This Agreement may be amended with the vote of any two (2) representatives provided that any proposed amendment shall be submitted to each member Agency at least thirty (30) days prior to its adoption, and provided further that Article I, Section 4, and Article III, Section 2, shall not be amended nor shall any provision be added which imposes financial liability or responsibility on a member Agency without its consent.

SECTION 5. WITHDRAWAL:

A member may withdraw at any time provided said member shall continue to make any financial contribution to the Agency previously agreed to in writing.

SECTION 6. DISPOSITION OF ASSETS ON TERMINATION:

Upon termination, the Agency shall distribute any remaining cash or equivalent equally, provided it may retain sufficient funds to meet any outstanding obligations. The Agency shall distribute such other assets as it sees fit.

IN WITNESS WHEREOF, the parties hereto have executed this LAGUNA GRANDE REGIONAL PARK JOINT POWERS AGENCY AGREEMENT this 26<sup>th</sup> day of February, 1976.

MONTEREY PENINSULA REGIONAL PARK  
DISTRICT

ATTEST:

Gary Tate  
GARY TATE, Secretary to the Board

ATTEST:

Dudley N. Lapham  
DUDLEY N. LAPHAM, CITY MANAGER

ATTEST:

John O. Dunn, Jr.  
JOHN O. DUNN, JR., CITY CLERK

Albert Merville  
ALBERT MERVILLE, President  
Board of Directors  
CITY OF SEASIDE

B. J. Dolan, Jr.  
B. J. DOLAN, JR., MAYOR  
CITY OF MONTEREY

Peter J. Coniglio  
PETER J. CONIGLIO, MAYOR



AGREEMENT

CANYON DEL REY WATERSHED

JOINT POWERS AGENCY

ARTICLE I

SECTION 1. CREATION OF AGENCY:

Pursuant to Government Code Sections 6500 et seq. and subject to the terms, conditions and limitations contained in this Agreement, the CITIES OF DEL REY OAKS, MONTEREY, SEASIDE, THE COUNTY OF MONTEREY, and the MONTEREY PENINSULA REGIONAL PARK DISTRICT hereby establish and create the CANYON DEL REY WATERSHED JOINT POWERS AGENCY.

SECTION 2. PURPOSE:

The purpose of the Agency is to exercise the powers common to the parties hereto and coordinate the development and maintenance of the Canyon Del Rey Watershed so as to preserve and improve the water quality of Laguna Grande and Roberts Lakes for the use and benefit of the citizens of the region.

SECTION 3. PUBLIC AGENCY:

The Agency is a public agency, separate and distinct from the member agencies and any obligations, actions or liabilities shall not be construed as those of the member agencies. It shall have the right to sue and be sued, contract, expend funds, and have all other rights, duties and powers to carry out its purposes except as said powers are specifically limited by this Agreement.

SECTION 4. ADOPTION OF THE AREA OF RESPONSIBILITIES MAP:

The map attached hereto delineating the boundaries of the Canyon Del Rey Watershed is hereby adopted as representing the geographical area covered by this agreement. Any changes or modifications of the Area of Responsibilities Map shall be unanimously agreed upon by the members of the Agency.

SECTION 5. DUTIES AND JURISDICTION OF MEMBER AGENCIES:

It is acknowledged that as set forth below, the members will assume responsibility for seeking to accomplish the long-term objectives of the adopted 208 Water Quality Management Plan for the Monterey Bay Region. Each, therefore, agrees to take such steps as it deems appropriate to accomplish the following:

(a) Develop ordinances and best management practices to mitigate erosion and runoff in the watershed.

(b) Pursue outside funding to reduce local costs of capital improvements.

(c) Negotiate allocation of costs for lake improvement and restoration.

SECTION 6. FEDERAL AND STATE FUNDS AND GRANTS:

The Agency may make application for, receive, and expend State and Federal funds, provided that any matching requirements, or any future financial obligations on any member agency must first be approved by said member agency.

ARTICLE II

ORGANIZATION

SECTION 1. MEMBERSHIP:

Each member Agency shall have one vote and shall appoint one elected or appointed official and one alternate to serve on the Agency. The representative shall serve at the pleasure of the appointing member Agency. The member Agency shall notify the Agency of its representative, alternate, and any subsequent changes.

SECTION 2. OFFICERS:

The representatives shall elect a Chairman and a Vice-Chairman who shall serve a term of one year. If there is a vacancy, the representatives shall elect one from among themselves to serve for the remainder of the term.

SECTION 3. MEETINGS:

The Agency shall establish an annual meeting and shall meet at least annually. It may establish such regular or special meetings as are necessary to accomplish the business of the Agency.

It shall meet in one of the member cities unless special circumstances require a meeting outside said boundaries. All meetings shall be open to the public and the agency shall give such notice as required by law.

SECTION 4. BY-LAWS:

The Agency may adopt such By-laws, rules and regulations as it deems necessary to conduct its business and carry out the purposes of the Agency.

SECTION 5. SECRETARY AND OTHER PERSONNEL:

The Agency shall designate one of the member Agencies to serve as Secretary to the Agency for one year on a rotating basis. The Secretary shall provide such administrative and clerical services as are necessary to carry out the Agency business including the preparation of minutes, correspondence and maintenance of the Agency files. The Secretary shall provide personnel to perform this service at no cost to the Agency.

No permanent staff shall be retained without the unanimous consent of all member agencies. Whenever services beyond normal clerical and administrative assistance is required, the Agency shall attempt to have said services provided by the staff of one of the member agencies, for which it may reimburse said member Agency.

ARTICLE III

FINANCIAL AND MISCELLANEOUS PROVISIONS

SECTION 1. DESIGNATION OF DEPOSITORY:

Pursuant to Government Code Section 6505.5, the Treasurer of the CITY OF MONTEREY is hereby appointed the depository of the Agency funds and shall have all rights, duties and obligations as are imposed by law. The CITY OF MONTEREY shall be paid for said services in an amount determined by the Agency plus the actual cost of any external audit that may be required by law.

SECTION 2. BUDGET - LIMITATION OF EXPENDITURES AND OBLIGATIONS:

The Agency shall propose such budgets, either for annual operating expense or for specific expenditures or projects as may be necessary to carry out the purposes of this Agreement. Each said budget shall set forth the contribution and the time of said contribution required of each member Agency. No budget shall be adopted until approved in writing by each member Agency. Once approved, said budget shall be a binding obligation on the member Agency to provide the funds as set forth therein and shall be full authority for the expenditure of said funds by the Agency.

SECTION 2.1. DEBTS AND LIABILITIES:

Under the authority of Section 6508.1, Government Code the debts, liabilities, and obligations of the Agency are solely those of the Agency and not those of the parties to the agreement.

SECTION 2.2. INSURANCE

Agency shall obtain a policy or policies of insurance covering all of its operations (including public liability and property damage) with sufficient policy limits to afford reasonable protection to the Agency and its members. Each member Agency shall be named as co-insured on any policy or policies of insurance obtained.

SECTION 3. EFFECTIVE DATE - TERM OF AGENCY:

The Agency shall be deemed created upon the last date on which all of the member Agencies have executed this agreement. The Agency shall continue in existence until terminated by unanimous consent or until three (3) members withdraw.

SECTION 4. AMENDMENT:

Any proposed amendment shall be submitted to each member Agency at least thirty (30) days prior to its adoption, and provided further that Article I, Section 4, and Article III, Section 2, shall not be amended nor shall any provision be added which imposes financial liability or responsibility on a member Agency without its consent.

SECTION 5. WITHDRAWAL:

A member may withdraw at any time provided said member shall continue to make any financial contribution to the Agency previously agreed to in writing.

SECTION 6. DISPOSITION OF ASSETS ON TERMINATION:

Upon termination, the Agency shall distribute any remaining cash or equivalent equally, provided it may retain sufficient funds to meet any outstanding obligations. The Agency shall distribute such other assets as it sees fit.

IN WITNESS WHEREOF, the parties hereto have executed this CANYON DEL REY WATERSHED JOINT POWERS AGENCY AGREEMENT as of the date(s) indicated, and it is agreed that the document may be executed in counterpart by the individual agencies.

By: Gerald T. Fry  
Title: Gerald T. Fry Mayor  
Date: October 8, 1980  
Attested By: P. L. O'Hearn  
Title: P. L. O'Hearn City Clerk  
Agency: City of Monterey  
Date: October 8, 1980



Mayor  
GERALD FRY  
Council Members  
DANIEL ALBERT  
ALVIN ANDRUS  
LOUIS GOLD  
TED HOOKER  
City Manager  
JOHN GUNN

October 9, 1980

Mr. Wilber E. Smith, Executive Director  
Association of Monterey Bay Area Governments  
P. O. Box 190  
Monterey, California 93940

Dear Mr. Smith:

Enclosed is a fully executed agreement for the Canyon Del Rey Watershed Joint Powers Agency. The Agreement was authorized on October 7, 1980 by the Council's adoption of the enclosed Resolution No. 14,150 C.S.

Thank you for your continuing assistance.

Sincerely,

P. L. O'Hearn  
City Clerk

/ploh  
Enclosure

CC: Cities of Seaside and Del Rey Oaks  
Monterey Peninsula Regional Park District  
Airport District  
Monterey County Administrative Officer  
Flood Control District Engineer  
Director of Public Works  
Director of Building Inspection  
Counsel  
Ford Ord Director of Facilities Engineering  
Monterey City Attorney  
Director of Public Works  
Planning Director  
Building Department

CITY OF

AGENDA ITEM III-I-314,250.

To: City Manager  
From: Planning Director  
Date: October 2, 1980  
Subject: CANYON DEL REY WATERSHED JOINT POWERS AGENCY

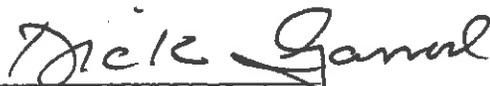
Recommendation: That the City Council authorize execution of an Agreement for the Canyon Del Rey Watershed Joint Powers Agency.

Policy Implications: Execution of the Agreement will commit the City of Monterey to work with other agencies in the watershed to coordinate the maintenance of the watershed and improve the water quality of Laguna Grande and Roberts Lakes.

Problem Statement and Discussion: The Canyon Del Rey Watershed Joint Powers Agency Agreement has been held in abeyance awaiting a County of Monterey decision. The County has now executed the Agreement. Seaside has also signed the Agreement. The Monterey Peninsula Regional Park District signed an earlier version of the Agreement and are likely to sign the current Agreement. Fort Ord has agreed to cooperate in Joint Powers Agency efforts but cannot join the Agency. The Monterey Peninsula Airport District has declined to join the Joint Powers Agency. This leaves only the City of Del Rey Oaks who have yet to conceptually agree to sign the Agreement and join the Joint Powers Agency. With the exception of Del Rey Oaks, the major agencies in the watershed have thus agreed to join the Joint Powers Agency.

The Agreement and a Resolution authorizing its execution are attached. At this time, it is proposed that capital improvements to the watershed be funded by State and Federal agencies. The Joint Powers Agency members would pay operational and maintenance costs. Depending on what formula is finally agreed to, the City of Monterey's annual cost could approximate \$20,000.

Given that the City of Monterey could be a major contributor to the watershed's water quality problem if Monterey II is annexed, and a primary beneficiary if the Laguna Grande and Roberts Lake water quality is improved, the City should support some reasonable means of resolving the watershed's water quality issues. Execution of this Joint Powers Agreement is a first step to resolving those issues.

  
Richard M. Garrod

RMG:cp  
Attachments: Resolution.  
Agreement

Report to Monterey County Board of Supervisors

*City Clerk*  
cc: AD, DPW, CA

|            |  |                               |                             |
|------------|--|-------------------------------|-----------------------------|
| SUBJECT    | CLARIFICATION OF THE MONTEREY PENINSULA AIRPORT DISTRICT'S ROLE IN THE CANYON DEL REY WATERSHED JOINT POWERS AGREEMENT | BOARD MEETING DATE<br>9/23/80 | AGENDA NUMBER<br>NON-AGENDA |
| DEPARTMENT | Administrative Management  |                               |                             |

DISCUSSION

As you may recall, on September 2, 1980, your Board received a report and recommendation from me concerning participation in the Canyon Del Rey Watershed Joint Powers Agreement (J.P.A.). In the report, I noted the cities of Monterey and Seaside and the Monterey Peninsula Regional Park District had approved the agreement in concept. Also, I mentioned the Monterey Peninsula Airport District and Fort Ord were expected to contribute maintenance costs and adopt measures to help reduce pollution of the lakes (Roberts and Laguna Grande).

It should be clarified the Monterey Peninsula Airport District has not expressed a willingness, at this time, to support maintenance costs of the lakes or to participate in a joint powers agreement. While the Airport District has participated in AMBAG's technical committee meetings on this subject, it contends that the Airport District is not a contributor to the pollution problems at the lakes.

In my report, I noted the District was "expected" to join the J.P.A. primarily because AMBAG has identified the Airport District both as a separate entity in the watershed area and a contributor to the pollution in the lakes. The pollution is alleged to occur from the petroleum (gas and oil) washed off the airport runways and sediment eroding from the airport property into the drainage basin.

AMBAG is currently working with Fort Ord to establish control measures for the federal facility. The Director of Facilities Engineering, Colonel Robert Cremer, has already committed Fort Ord to assisting in mitigating pollution problems.

By *Richard Andrews*  
RICHARD ANDREWS  
Administrative Officer  
September 19, 1980

RA:CT:jm

cc: Dick Ford, Director, Monterey Peninsula Airport District  
Wilbur Smith, Director, AMBAG

SEP 23 1980

cc: Cont'd.

Loran Bunte, Flood Control District Engineer

Bruce McClain, Director of Public Works

Bill Clarke, Director of Building Inspection

Ralph Kuchler, County Counsel

Cities of Seaside, Monterey, Del Rey Oaks

Monterey Peninsula Park District

Fort Ord, Colonel Cremer, Director of Facilities Engineering



**ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS**

MAIL ADDRESS: P.O. BOX 190, MONTEREY, CALIFORNIA 93940 • TELEPHONE (408) 624-2117  
OFFICE LOCATION: 23845 HOLMAN HIGHWAY, SUITE 227

SEP 22 1980

MEMORANDUM

TO: Robert Franco, Mayor, Del Rey Oaks  
John Dunn, City Manager, City of Monterey  
Roger Kemp, City Manager, Seaside  
Gary Tate, Manager, Monterey Peninsula Regional Park District

FROM: Wilber E. Smith, EXECUTIVE DIRECTOR

SUBJECT: Canyon Del Rey Watershed Joint Powers Agency

DATE: September 18, 1980

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Attached is a copy of the amended agreement for the Canyon Del Rey Watershed Joint Powers Agency, as adopted and executed by the County of Monterey on September 2, 1980. You will note that Section 2.1 Debts and Liabilities and Section 2.2 Insurance have been added by Monterey County on the recommendation of their Legal Counsel.

In order that we may consummate formation of the new agency, your consideration of the enclosed agreement and approval for execution would be very much appreciated. Please send me a copy of the executed agreement as soon as you have acted. Approval will clear the way for further steps to obtain funding for lake restoration measures.

WES/tdm

Enc.

cc: Richard Andrews  
Administrative Officer, Monterey County

Mr. Wilber E. Smith, Executive Director  
Association of Monterey Bay Area Governments  
P. O. Box 190  
Monterey, California 93940

City of Seaside  
City Hall  
440 Harcourt Avenue Southeast  
Seaside, California 93955

City of Del Rey Oaks  
City Hall  
650 Canyon Del Rey Road  
Del Rey Oaks, California 93916

Monterey Peninsula Regional Park District  
P. O. Box 935  
Carmel Valley, California 93924

Mr. Nick Ford  
Monterey Peninsula Airport District  
P. O. Box 550  
Monterey, California 93940

Mr. Richard Andrews  
Monterey County Administrative Officer  
Monterey County Court House  
240 Church Street  
Salinas, California 93901

Mr. Loran Bunte, Flood Control District Engineer  
Mr. Bill Clarke, Director of Building Inspection  
Mr. Ralph Kuchler, Esq., Monterey County Counsel

Mr. Bruce McClain, Director of Public Works  
Monterey County  
312 East Alisal Street  
Salinas, California 93901

Director of Facilities Engineering )  
AFZW-FE  
Fort Ord, California 93941

Note: Col. Robert D. Cremer  
Cannot use his name on mail, otherwise  
it is pulled from distribution and  
mailed to his home!!!!!! (per Fort Ord)



Mayor:  
GERALD FRY  
Council Members:  
DANIEL ALBERT  
ALVIN ANDREWS  
LOUIS GOLD  
TED HOOKER

October 9, 1980

City Manager:  
JOHN DUNN

Mr. Wilber E. Smith, Executive Director  
Association of Monterey Bay Area Governments  
P. O. Box 190  
Monterey, California 93940

Dear Mr. Smith:

Enclosed is a fully executed agreement for the Canyon  
Del Rey Watershed Joint Powers Agency. The Agreement  
was authorized on October 7, 1980 by the Council's  
adoption of the enclosed Resolution No. 14,150 C.S.

Thank you for your continuing assistance.

Sincerely,

*P. L. O'Hearn*  
P. L. O'Hearn  
City Clerk

/ploh  
Enclosure

CC: Cities of Seaside and Del Rey Oaks

Monterey Peninsula Regional Park District 659-4488 Box 935  
Airport District poB 550 Monterey CV 93924.

Monterey County Administrative Officer - Court House  
✓ Flood Control District Engineer - Court House  
✓ Director of Public Works 312 E. Alisal Salinas 93901  
✓ Director of Building Inspection Court House  
✓ Counsel Court House

Ford Ord Director of Facilities Engineering AF2W-FE

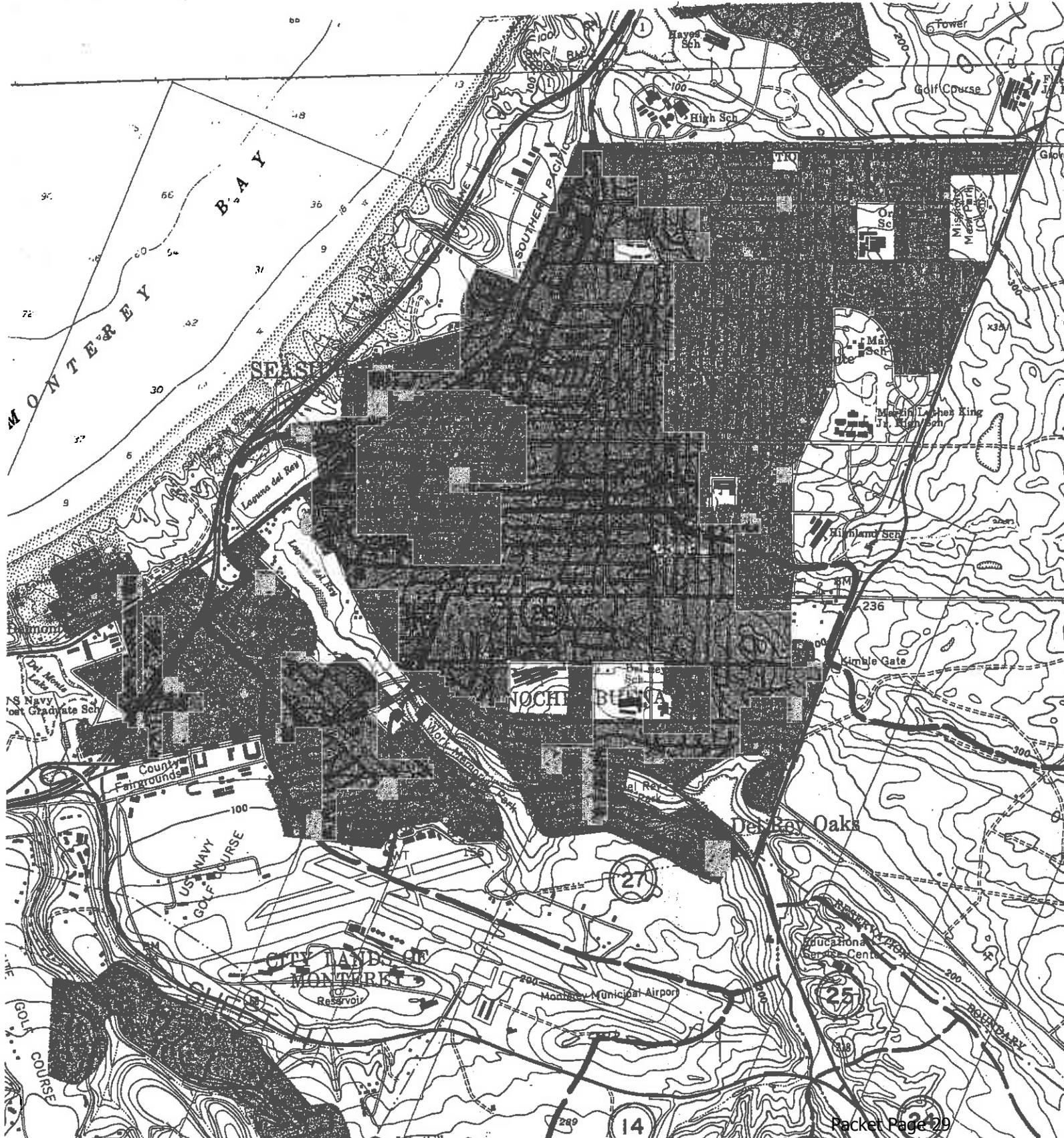
Monterey City Attorney

Director of Public Works  
Planning Director  
Building Department

F. ord Cal 93941

} w attachment

# CANYON DEL REY



RESOLUTION NO.14,250 C.S.

RESOLUTION AUTHORIZING  
EXECUTION OF CANYON DEL REY  
WATERSHED JOINT POWERS AGENCY  
AGREEMENT

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IT IS HERE RESOLVED BY THE COUNCIL OF THE CITY OF MONTEREY that the City of Monterey desires to join the Canyon Del Rey Watershed Joint Powers Agency. The purpose of the Agency is to exercise the powers necessary to develop and maintain the Canyon Del Rey Watershed so as to preserve and improve the water quality of Laguna Grande and Roberts Lakes for the use and benefit of the citizens of Monterey and the region. The Mayor is hereby authorized and directed to execute the Canyon Del Rey Watershed Joint Powers Agency Agreement.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF MONTEREY

this 7th day of October, 1980, by the following vote:

AYES: COUNCILMEN: ALBERT, ANDRUS, GOLD, HOOKER, FRY  
NOES: COUNCILMEN: NONE  
ABSENT: COUNCILMEN: NONE

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APPROVED:

/s/ GERALD T. FRY  
Mayor of said City

ATTEST:

/s/ P.L. O'HEARN  
PATRICIA L. O'HEARN  
City Clerk thereof



## **LAGUNA GRANDE REGIONAL JOINT POWERS AGENCY**

### **AGENDA REPORT**

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**ITEM:** 4.C.

**TO:** Agency Members

**DATE:** September 30, 2019

**SUBJECT:** **REVIEW OF COMPLETED PROJECTS**

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#### **PURPOSE & RECOMMENDATION**

That the Joint Powers Regional Agency receive an oral report on completed projects and provide comments.  
(Not a Project Per CEQA)

#### **BACKGROUND**

There are no written materials for this agenda item.

#### **ENVIRONMENTAL DETERMINATION**

The Laguna Grande Regional Joint Powers Agency determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 ("CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change

on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

**ATTACHMENTS**

None

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## **LAGUNA GRANDE REGIONAL JOINT POWERS AGENCY**

### **AGENDA REPORT**

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**ITEM:** 4.D.

**TO:** Agency Members

**DATE:** September 30, 2019

**SUBJECT:** **POLICE JURISDICTION AND RESPONSE**

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#### **PURPOSE & RECOMMENDATION**

That the Joint Powers Regional Agency receive an oral report on police jurisdiction and response. (Not a Project Per CEQA)

#### **BACKGROUND**

There are no written materials for this agenda item.

#### **ENVIRONMENTAL DETERMINATION**

The Laguna Grande Regional Joint Powers Agency determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 ("CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change

on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

**ATTACHMENTS**

None

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## **LAGUNA GRANDE REGIONAL JOINT POWERS AGENCY**

### **AGENDA REPORT**

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**ITEM:** 4.E.

**TO:** Agency Members

**DATE:** September 30, 2019

**SUBJECT:** **IDENTIFY CONCERNS AND BRAINSTORM IDEAS**

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#### **PURPOSE & RECOMMENDATION**

That the Regional Joint Powers Regional identify concerns and brainstorm ideas.  
(Not a Project Per CEQA)

#### **BACKGROUND**

There are no written materials for this agenda item. The JPA members should identify concerns and brainstorm ideas to explore.

#### **ENVIRONMENTAL DETERMINATION**

The Laguna Grande Regional Joint Powers Agency determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 ("CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects

pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

## **ATTACHMENTS**

None

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