



AGENDA

Tuesday, October 6, 2020

5:00 P.M. Closed Session

6:30 P.M. Open Session

REGULAR MEETING

**CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK SUSTAINABLE
COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR AGENCY OF THE FORMER
MARINA REDEVELOPMENT AGENCY AND MARINA GROUNDWATER
SUSTAINABILITY AGENCY**

Council Chambers
211 Hillcrest Avenue
Marina, California

Zoom Meeting URL: <https://zoom.us/j/730251556>

Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 730 251 556

In response to Governor Newsom's Executive Order N.29-20 and City Council Resolution 2020-29 ratifying the Proclamation of a Local Emergency by the City Manager/Director of Emergency Services related to the COVID-19 (coronavirus) pandemic, public participation in the City of Marina City Council and other public meetings shall be electronic only and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. This meeting is being broadcast "live" on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at <https://accessmediaproductions.org/>

PARTICIPATION

You may participate in the City Council meeting in real-time by calling Zoom Meeting via the weblink and phone number provided at the top of this agenda. Instructions on how to access, view and participate in remote meetings are provided by visiting the City's home page at <https://cityofmarina.org/>. Attendees can make oral comments during the meeting by using the "Raise Your Hand" feature in the webinar or by pressing *9 on your telephone keypad if joining by phone only. If you are unable to participate in real-time, you may email to marina@cityofmarina.org with the subject line "Public Comment Item#___" (insert the item number relevant to your comment) or "Public Comment – Non Agenda Item." Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on the day of the meeting. All comments received will become part of the record. Council will have the option to modify their action on items based on comments received.

AGENDA MATERIALS

Agenda materials, staff reports and background information related to regular agenda items are available on the City of Marina's website www.cityofmarina.org. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Marina website www.cityofmarina.org subject to City staff's ability to post the documents before the meeting

VISION STATEMENT

Marina will grow and mature from a small town bedroom community to a small city which is diversified, vibrant and through positive relationships with regional agencies, self-sufficient. The City will develop in a way that insulates it from the negative impacts of urban sprawl to become a desirable residential and business community in a natural setting. **(Resolution No. 2006-112 - May 2, 2006)**

MISSION STATEMENT

The City Council will provide the leadership in protecting Marina's natural setting while developing the City in a way that provides a balance of housing, jobs and business opportunities that will result in a community characterized by a desirable quality of life, including recreation and cultural opportunities, a safe environment and an economic viability that supports a high level of municipal services and infrastructure. **(Resolution No. 2006-112 - May 2, 2006)**

1. CALL TO ORDER 
2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

David Burnett, Lisa Berkley, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado
3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*
 - a. (i) Conference with Legal Counsel, four case of existing litigation pursuant to paragraph (1) of subdivision (d) of CA Govt. Code Section 54956.9: (1) Appeal No. A-3-MRA-19-0034 by California American Water Company, et. al., to the California Coastal Commission over Denial by the City of Marina for a Coastal Development Permit for Construction of Slant Intake Wells for the Monterey Peninsula Water Supply Project; (2) City of Marina and Marina Groundwater Sustainability Agency v. County of Monterey; Monterey County Board of Supervisors; County of Monterey Groundwater Sustainability Agency; California Department of Water Resources (DWR); and Director Karla Nemeth in her official capacity, Monterey County Superior Court Case No. 19CV005270; (3) City of Marina v. RMC Lonestar, RMC Pacific Materials LLC, California-American Water Company, Marina Coast Water District, and Monterey County Water Resources Agency, Monterey County Superior Court Case No. 20CV001387; and (4) California-American Water Company v. All Persons Interested in the Validity of the City of Marina Groundwater Sustainability Agency's Sustainability Plan for the Marina GSA Area of the 180-/400-foot Aquifer Subbasin; City of Marina; City of Marina Groundwater Sustainability Agency and does 1-50.
 - (ii) Conference with Legal Counsel, anticipated litigation, significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of CA Govt. Code sec. 54956.9 – two potential cases.

- (iii) Conference with Legal Counsel, anticipated litigation, initiation of litigation pursuant to paragraph (4) of subdivision (d) of CA Govt. Code sec. 54956.9 – one potential case.

b. Labor Negotiation

- i. Marina Professional Fire Fighters Association

City Negotiators: Layne P. Long, City Manager and Employee Relations Officer

c. Real Property Negotiations

- i. Property: 3262 Imjin Road, Marina, Marina Municipal Airport Bldg. 515, Cell Site
Negotiating Party: AT&T
Property Negotiator: City Manager
Terms: Price and Terms
- ii. Property: 3230 Imjin Road, Marina Municipal Airport, Building 504,
Negotiating Party: Cequel III Communications I, LLC, dba. Suddenlink Communications
Property Negotiator: City Manager
Terms: Price and Terms

6:30 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION

4. **MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE** (Please stand)

5. **SPECIAL PRESENTATIONS:**

- a Restorative Justice Week, October 11-17, 2020 Proclamation
- b Breast Cancer Awareness Month
- c Recreation Announcements

6. **SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR:** *Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council's jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council.*

7. **CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY:** *Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

8. CONSENT AGENDA: *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*

a. ACCOUNTS PAYABLE:

- (1) Accounts Payable Check Numbers 95973-96136, totaling \$711,114.17
Accounts Payable Successor Agency EFT's totaling \$997.50
Wire Transfer from Checking and Payroll for August 2020 totaling \$616,692.84

b. MINUTES:

- (1) July 21, 2020, Regular City Council Meeting
- (2) August 5, 2020, Regular City Council Meeting
- (3) August 18, 2020, Regular City Council Meeting
- (4) August 21, 2020, Adjourned Regular City Council Meeting

c. CLAIMS AGAINST THE CITY: None

d. AWARD OF BID: None

e. CALL FOR BIDS: None

f. ADOPTION OF RESOLUTIONS:

- (1) City Council consider adopting Resolution No. 2020-, approving the destruction of payroll records according to the City's Records Retention Policy covering the calendar years of 1990 to 2010.
- (2) City Council consider adopting Resolution No. 2020-, approve the destruction of annual accounting records according to the City's Records Retention Policy covering the calendar years of 1990 to 2010.

g. APPROVAL OF AGREEMENTS

- (1) City Council consider adopting Resolution No. 2020-, approving Amendment No. 1 to the On-Call Civil Design Services between the City of Marina and Wallace Group, to increase the annual contract limit to \$500,000 for fiscal year 2020-2021; authorizing the Finance Director to make the necessary and authorizing the City Manager to execute the amendment on behalf of the City subject to final review and approval by the City Attorney.
- (2) City Council consider adopting Resolution No. 2020-, approving lease agreement between city of marina and Cequel III Communications I, LLC dba. Suddenlink Communications for Building 504 located at 3220 Imjin Road at the Marina Municipal Airport; authorizing the Finance Director to make the necessary and authorizing; and authorizing the City Manager to execute lease agreement on behalf of the city, subject to final review and approval by the City Attorney.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS:

- (1) City Council consider adopting Resolution No. 2020-, accepting the Dunes Drive Footbridge Repair Project, and; authorizing filing of Notice of Completion with Monterey County Recorder's Office.

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

- (1) City receiving Monterey-Salinas Transit Letter of Acknowledgement.

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING):

- (1) City Council consider approving by title only Ordinance No. 2020-, amending Chapter 8.46 regarding Urban Storm Water Quality Management and Discharge Control in the City of Marina to align the local ordinance with state requirements.

m. APPROVE APPOINTMENTS: None

9. PUBLIC HEARINGS:

- a. City Council of the City of Marina to open a public hearing, take any testimony from the public, and consider recommendation by the planning commission to adopt an Ordinance Governing the Development of Accessory Dwelling Units In The City Of Marina; and City Council to introduce and read by title only Ordinance 2020-Repealing Marina Municipal Code Chapter 17.06.040 (Secondary Dwellings and Guest Houses) and replace it in its entirety with a new Chapter 17.06.040 (Accessory Dwelling Units) governing the development of accessory dwelling units in the City of Marina.

10. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

11. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

Note: No additional major projects or programs should be undertaken without review of the impacts on existing priorities (Resolution No. 2006-79 – April 4, 2006).

- a. City Council consider adopting Resolution No. 2020-, receiving informational presentation of the city's storm water program for permit year 7.
- b. City Council consider adopting Resolution No. 2020-, approving Amendment No. 4 to the agreement between City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Program, authorizing the Finance Director to make necessary accounting and budgetary entries, and authorizing the City Manager to execute the agreement on behalf of the city subject to final review and approval by the City Attorney.

- c. City Council consider adopting Resolution No. 2020-, authorizing staff to conduct a resident survey to provide additional public input for decisions regarding expenditure of funds for blight removal, renovation, restoration and preservation of buildings on former Fort Ord property, and; authorizing professional services to perform a survey with an expenditure of up to \$15,000 from blight bond funding, and; authorizing the Finance Director to make the necessary accounting and budgetary.
- d. Covid-19 Update

12. COUNCIL & STAFF INFORMATIONAL REPORTS:

- a. Monterey County Mayor's Association [Mayor Bruce Delgado]
- b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.
- c. Update of City Council Work Program

13. ADJOURNMENT:

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 6:30 p.m., Friday, October 2, 2020.

ANITA SHARP, DEPUTY CITY CLERK

City Council, Airport Commission and Redevelopment Agency meetings are recorded on tape and available for public review and listening at the Office of the City Clerk and kept for a period of 90 days after the formal approval of MINUTES.

City Council meetings may be viewed live on the meeting night and at 12:30 p.m. and 3:00 p.m. on Cable Channel 25 on the Sunday following the Regular City Council meeting date. In addition, Council meetings can be viewed at 6:30 p.m. every Monday, Tuesday and Wednesday. For more information about viewing the Council Meetings on Channel 25, you may contact Access Monterey Peninsula directly at 831-333-1267.

Agenda items and staff reports are public record and are available for public review on the City's website (www.ciymofmarina.org), at the Monterey County Marina Library Branch at 190 Seaside Circle and at the Office of the City Clerk at 211 Hillcrest Avenue, Marina between the hours of 10:00 a.m. 5:00 p.m., on the Monday preceding the meeting.

Supplemental materials received after the close of the final agenda and through noon on the day of the scheduled meeting will be available for public review at the City Clerk's Office during regular office hours and in a 'Supplemental Binder' at the meeting.

Members of the public may receive the City Council, Airport Commission and Successor Agency of the Former Redevelopment Agency Agenda at a cost of \$55 per year or by providing a self-addressed, stamped envelope to the City Clerk. The Agenda is also available at no cost via email by notifying the City Clerk at marina@cityofmarina.org

*ALL MEETINGS ARE OPEN TO THE PUBLIC. THE CITY OF MARINA DOES NOT DISCRIMINATE AGAINST PERSONS WITH DISABILITIES. Council Chambers are wheelchair accessible. meetings are broadcast on cable channel 25 and recordings of meetings can be provided upon request. to request assistive listening devices, sign language interpreters, readers, large print agendas or other accommodations, please call (831) 884-1278 or e-mail: marina@cityofmarina.org. requests must be made at least **48 hours** in advance of the meeting.*

Upcoming 2020 Meetings of the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Community Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency and Marina Groundwater Sustainability Agency
Regular Meetings: 5:00 p.m. Closed Session;
6:30 p.m. Regular Open Sessions

Tuesday, October 20, 2020

Tuesday, December 1, 2020

Tuesday, December 15, 2020

***** Wednesday, November 4, 2020**

Tuesday, November 17, 2020

* Regular Meeting rescheduled due to Monday Holiday

**Regular Meeting rescheduled due to National Night Out Event

*** Regular Meeting rescheduled due to General Election Day

NOTE: Regular Meeting dates may be rescheduled by City Council only.

CITY HALL 2020 HOLIDAYS
(City Hall Closed)

Veterans Day ----- Wednesday, November 11, 2020
Thanksgiving Day ----- Thursday, November 26, 2020
Thanksgiving Break -----Friday, November 27, 2020
Winter Break -----Thursday, December 24, 2020-Thursday, December 31, 2020

2020 COMMISSION DATES

Upcoming 2020 Meetings of Design Review Board 3rd Wednesday of every month. Meetings are held at the Council Chambers at 6:30 P.M ** = Change in location due to conflict with Council meeting
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October 21, 2020

November 18, 2020

December 16, 2020

Upcoming 2020 Meetings of Economic Development Commission
3rd Thursday of every month. Meetings are held at the Council Chambers at 4:00 P.M.

October 15, 2020

November 19, 2020

December 17, 2020 (Cancelled)

Upcoming 2020 Meetings of Planning Commission
2nd and 4th Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

October 8, 2020
October 22, 2020

November 12, 2020

December 10, 2020

Upcoming 2020 Meetings of Public Works Commission
3rd Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

October 15, 2020

November 19, 2020

December 17, 2020 (Cancelled)

**Upcoming 2020 Meetings of Recreation &
Cultural Services Commission**
1st Wednesday of every quarter month. Meetings are held at the Council Chambers at 6:30 P.M.

December 2, 2020

Upcoming 2020 Meetings of Marina Tree Committee
2nd Wednesday of every quarter month as needed. Meetings are held at the Council Chambers at 6:30 P.M.

October 14, 2020



Proclamation

RESTORATIVE JUSTICE WEEK OCTOBER 11-17, 2020

WHEREAS, in the face of crime or conflict, restorative justice offers a philosophy and approach that views these matters principally as harm done to people and relationships; and,

WHEREAS, restorative justice approaches strive to provide support and opportunities for the voluntary participation and communication between those affected by crime and conflict (victims, offenders, and community) to encourage accountability, reparation and a movement towards understanding, feelings of satisfaction, healing and closure; and

WHEREAS, Restorative Justice in the Schools is a collaborative program between the administration, faculty and the entire student body; and

WHEREAS, the Victim Offender Reconciliation Program has had an 87% success rate measuring that youth who go through the program do not reoffend; and

WHEREAS, restorative justice programs are benefiting Marina youth, adults, retailers, victims of crime and the Marina community.

NOW, THEREFORE BE IT RESOLVED, that I, Bruce C. Delgado, Mayor of the City of Marina, do hereby proclaim October 11-17, 2020, as "Restorative Justice Week" in the City of Marina.

Dated this 6th day of October 2020



Bruce Carlos Delgado, Mayor



Proclamation

BREAST CANCER AWARENESS MONTH OCTOBER 2020

WHEREAS, breast cancer is among the top three incidents of cancer in our communities; and

WHEREAS, one in eight women in the United States will develop breast cancer in her lifetime. Although significantly less common, men are also susceptible to developing breast cancer; and

WHEREAS, three major factors that influence a person's risk of developing breast cancer are gender, age, and changes in certain breast cancer genes. Researchers have found females over 50 years old are the most susceptible to developing the disease; and

WHEREAS, while these factors are beyond one's control, the Marina Community can help reduce their risk of breast cancer by maintaining a healthy body weight, exercising regularly, getting enough sleep, controlling stress, abstaining from alcohol, and avoiding exposure to carcinogens and excessive radiation; and

WHEREAS, regular breast cancer screening including mammograms, clinical breast exams, and breast self-exams, also play an important role in breast cancer prevention and detection; and

WHEREAS, while there is currently no cure for breast cancer, researchers, organizations, and individuals are dedicating their time, energy, and resources to developing a cure to prevent future health issues and unnecessary loss of life from this devastating disease; and

WHEREAS, this council encourages all Marina residents to learn the facts about breast cancer and take the necessary preventative measures and support those individuals and their families who are currently battling breast cancer, and honor those who have lost the fight; and

WHEREAS, this October, we take time to recognize the hard-working community members, organizations, and health care providers working toward a cure, and we honor all breast cancer survivors and the victims for their strength, grace, and perseverance.

NOW THEREFORE BE IT RESOLVED, I, Bruce C. Delgado, Mayor of the City of Marina, do hereby proclaim October 2020 as Breast Cancer Awareness Month in the City of Marina.

Dated this 6th day of October 2020



Bruce C. Delgado, Mayor

AP Check Register 09-18-20

Bank Account: 905 - Chase - Checking

Batch Date: 09/18/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	09/18/2020	95973	Accounts Payable	Ace Hardware		27.29
	Invoice		Date	Description		Amount
	075964		09/03/2020	Staple Gun/Patrol 9/3/20		27.29
Check	09/18/2020	95974	Accounts Payable	Ace Hardware		154.07
	Invoice		Date	Description		Amount
	075870		08/27/2020	Misc. Maintenance Supplies_B519		8.73
	075951		09/02/2020	Key Copies_B554		10.01
	075956		09/03/2020	Bldg & Grnd - material & supply		17.45
	075962		09/03/2020	Bldg & Grnd - material & supply		31.09
	076005		09/08/2020	Bldg & Grnd - landscape material & supply		73.16
	075982		09/04/2020	Spray primer & ace rstp - Paddon Pkwy Barricade & sidewalk		13.63
Check	09/18/2020	95975	Accounts Payable	Altius Medical		107.04
	Invoice		Date	Description		Amount
	14780		09/08/2020	Medical Waste Service 9/8/20		107.04
Check	09/18/2020	95976	Accounts Payable	American Public Works Association		700.00
	Invoice		Date	Description		Amount
	09-02-20		09/02/2020	APWA - Membership Renewal - ID # 5132 Meachum, Chavez & McMinn		700.00
Check	09/18/2020	95977	Accounts Payable	American Supply Co.		380.79
	Invoice		Date	Description		Amount
	2907242		09/03/2020	Airport Janitorial Supplies		380.79
Check	09/18/2020	95978	Accounts Payable	Andersen's Lock & Safe, LLC		101.50
	Invoice		Date	Description		Amount
	39786		09/04/2020	B526_Repair Front Door Lock Cylinder		101.50
Check	09/18/2020	95979	Accounts Payable	Aramark Uniform Service		94.91
	Invoice		Date	Description		Amount
	760968391		09/09/2020	Uniform Service - Public Works Crew		94.91
Check	09/18/2020	95980	Accounts Payable	ARC Document Solutions		209.99
	Invoice		Date	Description		Amount

Marina, CA LIVE

AP Check Register 09-18-20

Bank Account: 905 - Chase - Checking

Batch Date: 09/18/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	2361233		09/14/2020	2020 Reservation Rd Pavement Rehab - Plans & Specs		209.99
	09/18/2020	95981	Accounts Payable	AT & T		109.33
	Invoice		Date	Description		Amount
	000015237152		08/28/2020	Phone Service for Fire Alarm System_B524		42.58
Check	000015237153		08/28/2020	Phone Service for Fire Alarm System_B533		42.58
	000015237158		08/28/2020	Phone Service for AWOS		24.17
	09/18/2020	95982	Accounts Payable	Avaya, Inc.		326.64
	Invoice		Date	Description		Amount
Check	2734354970		09/04/2020	CW - Phone System		326.64
	09/18/2020	95983	Accounts Payable	Bearing Engineering		7.23
	Invoice		Date	Description		Amount
	5559729		08/31/2020	Veh - Maint Parts & Supply - Unit 148		7.23
Check	09/18/2020	95984	Accounts Payable	Bureau Veritas North America, Inc.		1,265.55
	Invoice		Date	Description		Amount
	1528395		05/18/2020	Plan Check 741 Neeson Bldg 527		1,265.55
	09/18/2020	95985	Accounts Payable	Burton's Fire, Inc.		218.05
Check	Invoice		Date	Description		Amount
	S 49908		08/31/2020	Hinge & Gasket Seal		218.05
	09/18/2020	95986	Accounts Payable	Capitol Barricade, Inc.		1,810.59
	Invoice		Date	Description		Amount
Check	130185		09/09/2020	Custom sign 18x12 alum		1,810.59
	09/18/2020	95987	Accounts Payable	Cheryl Kent		1,440.00
	Invoice		Date	Description		Amount
	2020-90		09/10/2020	Code Enforcement Investigations		1,440.00
Check	09/18/2020	95988	Accounts Payable	Cintas Corporation		50.94
	Invoice		Date	Description		Amount
	4059429262		08/21/2020	Mat Service City Hall		50.94
	09/18/2020	95989	Accounts Payable	Coast Counties Glass, Inc		1,116.00

Marina, CA LIVE
AP Check Register 09-18-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/18/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	M43563		09/02/2020	Glass replacement - Library		1,116.00
	09/18/2020	95990	Accounts Payable	Coffman Associates		32,866.00
Check	Invoice			Description		Amount
	20SP10-4		08/31/2020	Update Marina Operating Documents & Rent Study		11,381.00
	20EA13-2		08/31/2020	Marina Joby Aviation EA Phase 1		21,485.00
Check	09/18/2020	95991	Accounts Payable	Commercial Environment Landscape		3,333.33
	Invoice			Description		Amount
	2796-0820		08/28/2020	Airport Landscape Services_Aug. 20		3,333.33
Check	09/18/2020	95992	Accounts Payable	Dell Computers - c/o Dell USA LP		5,191.10
	Invoice			Description		Amount
	10422983950		09/10/2020	ProSupport - Warranty Extension		5,191.10
Check	09/18/2020	95993	Accounts Payable	Della Mora Heating, Inc.		1,595.81
	Invoice			Description		Amount
	13267		09/04/2020	HVAC repair - Library		419.75
Check	13765		09/04/2020	Boiler repair - Library		670.00
	13626		09/04/2020	HVAC & filter repair - Library		506.06
	09/18/2020	95994	Accounts Payable	Directv		9.25
Check	Invoice			Description		Amount
	37719326425		08/26/2020	TV Service For Pilot's Lounge		9.25
	09/18/2020	95995	Accounts Payable	Emergency Vehicle Specialists		85.19
Check	Invoice			Description		Amount
	11645		09/09/2020	Havis 9" Accessory Pocket & Shipping charge		85.19
	09/18/2020	95996	Accounts Payable	Employment Development Department		10,572.00
Check	Invoice			Description		Amount
	L0240804320		08/20/2020	Employment Development Department (2nd Quarter 2020)		10,572.00
	09/18/2020	95997	Accounts Payable	Enterprise FM Trust		534.67
Check	Invoice			Description		Amount
	FBN4035296		09/03/2020	Enterprise FM Trust: Monthly Lease Charges		534.67

Marina, CA LIVE

AP Check Register 09-18-20

Bank Account: 905 - Chase - Checking

Batch Date: 09/18/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	09/18/2020	95998	Accounts Payable	Fastenal Company		1,101.72
	Invoice		Date	Description		Amount
	CASEA100180		08/28/2020	Mask N95 & cleaning gloves		1,101.72
Check	09/18/2020	95999	Accounts Payable	First Alarm		952.55
	Invoice		Date	Description		Amount
	551639		06/15/2020	Fire Alarm Services_ B524		108.36
	551640		06/15/2020	Fire Alarm Services_ B527		339.00
	562279		08/25/2020	Fire Alarm Services_ B510		505.19
Check	09/18/2020	96000	Accounts Payable	Gavilan Pest Control		577.00
	Invoice		Date	Description		Amount
	0133274		09/01/2020	Gavilan Pest Control - Comm Ctr		77.00
	0133275		09/01/2020	Pest Control at Station 2		85.00
	0132644		08/27/2020	Pest Control Svc @ Shoemaker & Locke Paddon Pond		80.00
	132719		08/27/2020	Pest Control Svc - Preston Park Sports Field		180.00
	0133488		08/04/2020	Gavilan Pest Control - 120 Seaside Ct		155.00
Check	09/18/2020	96001	Accounts Payable	GCS Environmental Equipment Services		553.84
	Invoice		Date	Description		Amount
	21955		08/31/2020	Veh - Maint Parts & Supply - Unit 599		553.84
Check	09/18/2020	96002	Accounts Payable	Home Depot Credit Service		609.62
	Invoice		Date	Description		Amount
	09-09-20		09/09/2020	Bldg & Grnd - material & supply		609.62
Check	09/18/2020	96003	Accounts Payable	Johnson Associates		30.59
	Invoice		Date	Description		Amount
	446784		08/28/2020	3/8 chain - Unit 576		30.59
Check	09/18/2020	96004	Accounts Payable	Keyser Marston Associates		3,850.00
	Invoice		Date	Description		Amount
	0034908		09/08/2020	Joby Benefits Analysis		3,850.00
Check	09/18/2020	96005	Accounts Payable	KP Public Affairs, LLC		10,000.00
	Invoice		Date	Description		Amount

User: Monika Collier

Pages: 4 of 9

9/17/2020 9:31:10 AM

Marina, CA LIVE

AP Check Register 09-18-20

Bank Account: 905 - Chase - Checking
Batch Date: 09/18/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	40913		08/31/2020	Professional Services - MPWSP - August 2020		10,000.00
	09/18/2020	96006	Accounts Payable	Language Line, LLC		135.23
	Invoice		Date	Description		Amount
Check	4872767		08/31/2020	Translation Service/Patrol 8/31/20		135.23
	09/18/2020	96007	Accounts Payable	LC Action		3,027.57
	Invoice		Date	Description		Amount
Check	414645		08/26/2020	40 MM Less Lethal Device		3,027.57
	09/18/2020	96008	Accounts Payable	Lexipol		4,512.00
	Invoice		Date	Description		Amount
Check	INV5317		09/01/2020	Annual Fire Policy Manual & Daily Training Bulletins		4,512.00
	09/18/2020	96009	Accounts Payable	LSA Associates, Inc.		791.47
	Invoice		Date	Description		Amount
Check	173663		08/21/2020	Airport Business Park Specific Plan Consultants		791.47
	09/18/2020	96010	Accounts Payable	Marina Coast Water District		4,938.03
	Invoice		Date	Description		Amount
	000056045	082120	08/21/2020	000056 045 - 3100 Preston Park Irrig (07/25/20 - 08/21/20)		2,193.45
	000056046	082120	08/21/2020	000056 046 - 3100 Preston Park Bldg (07/25/20 - 08/21/20)		140.28
	000056094	082120	08/21/2020	000056 094 - 2660 5th Ave (07/25/20 - 08/21/20)		451.92
	000056040	082120	08/21/2020	000056 020 - 304 Hillcrest Ave, Teen Center (07/25/20 - 08/21/20)		162.01
	012016000	082120	08/21/2020	012016 000 - 199 Paddon Pl Locke Paddon (07/25/20 - 08/21/20)		67.79
	000056090	082120	08/21/2020	000056 090 - Locke Padd Park (07/25/20 - 08/21/20)		55.95
	000056028	082120	08/21/2020	000056 028 - ROW Calif Ave and Jerry (07/25/20 - 08/21/20)		196.54
	000056042	082120	08/21/2020	000056 042 - 3040 Lake Dr-Animal Shelter (07/25/20 - 08/21/20)		92.44
	000056061	082120	08/21/2020	000056 061 - Seaside Ct. & Reservation Rd (07/25/20 - 08/21/20)		59.33
	000056006	082120	08/21/2020	000056 006 - 188 Seaside Circle (07/25/20 - 08/21/20)		64.41
	000056036	083120	08/31/2020	000056 036 - Center Median 2nd Ave (08/01/20 - 08/31/20)		158.41
	000056037	083120	08/31/2020	000056 037 - 2nd Avenue Irrigation (08/01/20 - 08/31/20)		158.41
	000056095	083120	08/31/2020	000056 095 - 2nd Ave Median (08/01/20 - 08/31/20)		312.74
	000056041	083120	08/31/2020	000056 041 - 3260 Imjin Rd, Fire Station 2 (08/01/20 - 08/31/20)		252.51
	000056049	083120	08/31/2020	000056 049 - Imjin Rd Univer (31 accounts) (08/01/20 - 08/31/20)		158.41
	000057000	083120	08/31/2020	000057 000 - 3220 Imjin Road (08/01/20 - 08/31/20)		140.28

Marina, CA LIVE
AP Check Register 09-18-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/18/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	014874000	083120	08/31/2020	Water Billing/South Field Office 8/1 thru 8/31/20		132.87
	000056091	083120	08/31/2020	Water Billing/Training Center 8/1 thru 8/31/20		140.28
	09/18/2020	96011	Accounts Payable	Martin's Irrigation Supply		292.68
	Invoice		Date	Description		Amount
Check	574102		09/03/2020	Water meter CF & meter spud		292.68
	09/18/2020	96012	Accounts Payable	Maynard Group Inc.		925.20
	Invoice		Date	Description		Amount
Check	IN2012203		09/01/2020	Platinum Service Maintenance Coverage/Citywide 9/1/20		925.20
	09/18/2020	96013	Accounts Payable	MBASIA		2,898.50
	Invoice		Date	Description		Amount
Check	MBA19-1103 1		08/25/2020	MBASIA - Claim for Payment		1,712.80
	MBA20-0209 1		08/25/2020	MBASIA - Claim for Payment		398.10
	MBA20-1218 2		08/25/2020	MBASIA - Claim for Payment		787.60
	09/18/2020	96014	Accounts Payable	Microsoft		2,614.00
	Invoice		Date	Description		Amount
Check	E0700C61F4		09/11/2020	Citywide MS Office 365 - September 2020		1,304.00
	E0700C6GQV		09/11/2020	Citywide MS Office 365 - September 2020		5.00
	E0700C6G0I		09/11/2020	Citywide MS Office 365 - September 2020		525.00
	E0700C67PU		09/11/2020	Citywide MS Office 365 - September 2020		780.00
	09/18/2020	96015	Accounts Payable	Monterey Auto Supply		256.43
	Invoice		Date	Description		Amount
Check	751693		08/25/2020	Veh - Maint Parts & Supply - Credit Memo		(35.68)
	754707		09/04/2020	Veh - Maint Parts & Supply - Unit 4000		27.80
	755293		09/08/2020	Veh - Maint Parts & Supply - Unit 599		29.24
	755335		09/08/2020	Veh - Maint Parts & Supply - Unit 599		5.64
	752621		08/28/2020	Veh - Maint Parts & Supply - Unit 148		229.43
Check	09/18/2020	96016	Accounts Payable	Monterey Bay Investments LLC		15,964.47
	Invoice		Date	Description		Amount
	033-111-027		09/10/2020	Debt Service Refund Marina Landing		15,964.47
Check	09/18/2020	96017	Accounts Payable	Monterey County Convention & Visitors Bureau		14,047.11

Marina, CA LIVE
AP Check Register 09-18-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/18/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	Jul 2020		09/11/2020	Jul 2020 TID		14,047.11
	09/18/2020	96018	Accounts Payable	Monterey County Petroleum-Sturdy Oil Co.		464.93
Check	Invoice			Description		Amount
	2566B-IN		08/14/2020	Diesel Fuel (180 gal)		464.93
	09/18/2020	96019	Accounts Payable	Monterey Regional Waste Management District		1,561.12
Check	Invoice			Description		Amount
	08-31-20		08/31/2020	Citywide - Dump Fees		1,561.12
	09/18/2020	96020	Accounts Payable	My Chevrolet		1,433.99
Check	Invoice			Description		Amount
	CVC-S218742		09/04/2020	Veh - Maint Parts & Supply - Unit 897		1,345.96
	117056CVR		09/02/2020	Bulbs - Unit 612		65.29
Check	JEC-S304958		09/03/2020	Veh - Maint Parts & Supply - Unit 888		22.74
	09/18/2020	96021	Accounts Payable	New Image Landscape Co.		2,140.00
Check	Invoice			Description		Amount
	130348		08/31/2020	Landscaping		2,140.00
	09/18/2020	96022	Accounts Payable	Office Depot		117.00
Check	Invoice			Description		Amount
	120390989001		09/01/2020	Office Supplies-Finance		117.00
	09/18/2020	96023	Accounts Payable	Office Depot		112.51
Check	Invoice			Description		Amount
	2429945307		08/27/2020	Office Supplies/Patrol 8/27/20		112.51
	09/18/2020	96024	Accounts Payable	Office Depot		213.34
Check	Invoice			Description		Amount
	119348319001		08/26/2020	Office Supplies - Building & Grnds		106.14
	2431547026		09/01/2020	Office Supplies - Building & Grnds		145.43
Check	120239737001		09/02/2020	Credit memo		(38.23)
	09/18/2020	96025	Accounts Payable	Pacific Gas & Electric		8,044.81

Marina, CA LIVE
AP Check Register 09-18-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/18/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
	148-6.SEP20		09/09/2020	PG&E - 5593414148-6		180.07
	353-7.SEP20		09/09/2020	PG&E - 9930567353-7		67.09
	582-7.SEP20		09/09/2020	PG&E - 8161432582-7		148.55
	943-2.SEP20		09/09/2020	PG&E - 6150212943-2		72.82
Check	313-6.SEP20		09/01/2020	PG&E 6793435313-6		7,576.28
	09/18/2020	96026	Accounts Payable	Peninsula Welding & Medical Supply		14.06
	Invoice			Description		Amount
	203281		08/31/2020	Non - liquid cylinders - Unit 612		12.90
	203600		08/31/2020	Finance charge		1.16
Check	09/18/2020	96027	Accounts Payable	Salinas Valley Ford		152.99
	Invoice			Description		Amount
	15443		08/31/2020	Veh - Maint Parts & Supply - Unit 582		152.99
	09/18/2020	96028	Accounts Payable	Sierra Springs & Alhambra		54.73
	Invoice			Description		Amount
Check	9696351 082920		08/29/2020	Corp Yard - Annex - Sierra Spring - Water Svc		54.73
	09/18/2020	96029	Accounts Payable	Toshiba Financial Services		1,226.89
	Invoice			Description		Amount
	422794727		08/28/2020	Copier Maintenance/Patrol 8/28/20		409.69
	423114321		09/02/2020	Copier Maintenance/Records 8/29 thru 9/29/20		817.20
Check	09/18/2020	96030	Accounts Payable	Tri County Fire Protection		447.73
	Invoice			Description		Amount
	HP53328		09/03/2020	Fire protection inspection - Corp Yard _ veh		301.53
	SY103564		08/14/2020	Annual Inspection - VD Park		149.20
	10-29-19		10/29/2019	Credit for Pymt # 093703		(3.00)
Check	09/18/2020	96031	Accounts Payable	United Site Services		380.59
	Invoice			Description		Amount
	114-10779003		08/14/2020	B554_Pump Out Bathroom Holding Tank		137.50
	114-10915406		09/11/2020	Toilet Rentals - Corner Beach Rd - De Forest		243.09
	09/18/2020	96032	Accounts Payable	Veterinary Emergency& Specialty Center		165.00

Marina, CA LIVE
AP Check Register 09-18-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/18/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	89788	09/14/2020		Euthanasia/#MC2000261 9/14/20		165.00
	09/18/2020	96033	Accounts Payable	W.W. Grainger, Inc.		80.13
	Invoice			Description		Amount
Check	9635136725	08/27/2020		Therma level gauge, tank depth		49.37
	9639001248	09/01/2020		No Smoking sign		16.51
	9638696691	09/01/2020		Safety Sign		14.25
	09/18/2020	96034	Accounts Payable	Wallace Group, Inc.		720.00
Check	Invoice			Description		Amount
	51594	08/31/2020		Program Management - Airport Capital Projects		720.00
	09/18/2020	96035	Accounts Payable	Zee Service Co.		409.36
	Invoice			Description		Amount
Check	66200918	09/15/2020		First Aide Supply - City Trucks		308.58
	66200920	09/15/2020		First Aide Supply - Annex		36.21
	66200919	09/15/2020		First Aide Supply - Corp Yard		64.57
	09/18/2020	96036	Accounts Payable	Zoom Imaging Solutions		270.66
EFT	Invoice			Description		Amount
	IN1588439	08/28/2020		MeterRead Maintenance/Patrol 8/28/20		258.65
	IN1599879	09/04/2020		Toner/Records 9/4/20		12.01
	09/18/2020	1081	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	3,420.00
905 Chase - Checking Totals:	Invoice			Description		Amount
	20-19	09/11/2020		Services 08-31/09-10-20		3,420.00
	Transactions: 65					
						\$151,815.12

Checks: 64 \$148,395.12
 EFTs: 1 \$3,420.00

Marina, CA LIVE

AP Check Register 09-25-20

Bank Account: 905 - Chase - Checking
Batch Date: 09/25/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	09/25/2020	96037	Accounts Payable	Abbott's Pro-Power		624.89
	Invoice		Date	Description		Amount
	144098		08/28/2020	Clutch kit & Cable - throttle - Unit 111 & 148		624.89
Check	09/25/2020	96038	Accounts Payable	Ace Hardware		45.09
	Invoice		Date	Description		Amount
	076169		09/21/2020	Fasteners		6.86
	076078		09/14/2020	Extension cord		38.23
Check	09/25/2020	96039	Accounts Payable	Ace Hardware		216.75
	Invoice		Date	Description		Amount
	076077		09/14/2020	Fasteners - Ballot Box		6.90
	076051		09/11/2020	Sign 4 - sale - Teen Ctr		21.83
	076023		09/09/2020	Tape mask & ESS Exts - PS Bldg		82.99
	076068		09/14/2020	Mag nut & CM socket 11pc - Truck tools		44.77
	076105		09/16/2020	Protector hearing muff		21.84
	076076		09/14/2020	Metal cut wheel - Ballot Box Comm. Ctr		5.66
	076132		09/17/2020	Saw folding 11" Ace		32.76
Check	09/25/2020	96040	Accounts Payable	Allstar Fire Equipment Inc.		1,212.68
	Invoice		Date	Description		Amount
	226534		09/10/2020	Foam in 5 gallon pails (10)		1,212.68
Check	09/25/2020	96041	Accounts Payable	American Supply Co.		267.44
	Invoice		Date	Description		Amount
	0153656		09/10/2020	Black liners 250 count		267.44
Check	09/25/2020	96042	Accounts Payable	Andon Laundrymat Service		108.50
	Invoice		Date	Description		Amount
	Invoice 08		09/11/2020	Laundry Service - Towels and rags		108.50
Check	09/25/2020	96043	Accounts Payable	AT & T		197.62
	Invoice		Date	Description		Amount
	09-01-20		09/01/2020	AT&T Billing/Airport 9/1 thru 9/30/20		28.54
	08-27-20		08/27/2020	AT&T Billing/U-Verse (Phone System Backup) 8/27/20		169.08

Marina, CA LIVE
AP Check Register 09-25-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/25/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	09/25/2020	96044	Accounts Payable	AT & T		711.72
	Invoice		Date	Description		Amount
	000015333732		09/15/2020	CALNET3-9391023463 (384-7854)		21.81
	000015333735		09/15/2020	CALNET3-9391023487 (884-9497)		21.81
	000015333733		09/15/2020	CALNET3-9391023485 (884-2573)		21.81
	000015333734		09/15/2020	CALNET3-9391023486 (884-9153)		21.81
	000015333738		09/15/2020	CALNET3-9391023490 (884-9568)		40.32
	000015333739		09/15/2020	CALNET3-9391023491 (884-9654)		82.81
	000015333728		09/15/2020	CALNET3-9391023479 (883-0919)		21.81
	000015333762		09/15/2020	CALNET3-9391023435 (237-267-6922)		181.54
	000015321673		09/13/2020	CALNET3-9391023436 (239-461-6578)		69.53
	000015333731		09/15/2020	CALNET3-9391023482 (884-0985)		21.81
	000015333727		09/15/2020	AT&T Billing/Southfield Office 8/15 thru 9/14/20		41.98
	000015321710		09/13/2020	AT&T Billing/Radio Repeater 8/13 thru 9/12/20		164.68
Check	09/25/2020	96045	Accounts Payable	Bear Electrical Solutions, Inc.		1,633.00
	Invoice		Date	Description		Amount
	11257		08/29/2020	Traffic Signal Maintenance - response		1,633.00
Check	09/25/2020	96046	Accounts Payable	Bound Tree Medical		414.99
	Invoice		Date	Description		Amount
	83768113		09/10/2020	Trauma oxygen bag fluid		414.99
Check	09/25/2020	96047	Accounts Payable	California Department of Justice		464.00
	Invoice		Date	Description		Amount
	465738		09/03/2020	Live Scan Results August 2020		164.00
	09-08-20		09/08/2020	Secondhand Dealer License Renewal/W.Greenebaum 9/8/20		300.00
Check	09/25/2020	96048	Accounts Payable	Capitol Barricade, Inc.		7,269.90
	Invoice		Date	Description		Amount
	130311		09/15/2020	SimiFast U-Bolt 2"		376.92
	129569		08/14/2020	Signs		6,118.00
	129818		08/25/2020	marking paint		774.98
Check	09/25/2020	96049	Accounts Payable	Carmel Fire Protection Associates		2,000.00
	Invoice		Date	Description		Amount

AP Check Register 09-25-20

Bank Account: 905 - Chase - Checking

Batch Date: 09/25/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	120294		09/17/2020	13 Letter plan and inspection - 2963 Rainier Way		200.00
	120293		09/17/2020	13 Letter plan and inspection - 2965 Rainier Way		200.00
	120292		09/17/2020	13 Letter plan and inspection - 2967 Rainier Way		200.00
	120291		09/17/2020	13 Letter plan and inspection - 474 McKinley		200.00
	120290		09/17/2020	13 Letter plan and inspection - 472 McKinley		200.00
	120289		09/17/2020	13 Letter plan and inspection - 468 McKinley		200.00
	120288		09/17/2020	13 Letter plan and inspection - 466 McKinley		200.00
	120287		09/17/2020	13 Letter plan and inspection - 464 McKinley		200.00
	120295		09/17/2020	13 Letter plan and inspection - 2973 Garnet Way		200.00
	120299		09/19/2020	Plan review and inspections at 225 Cypress - Mosiac Apts		200.00
Check	09/25/2020	96050	Accounts Payable	Carmel Roasters, Inc.		292.79
	Invoice		Date	Description		Amount
	59831		09/17/2020	FD Coffee - 4 boxes		292.79
Check	09/25/2020	96051	Accounts Payable	Central Valley Business Forms		487.74
	Invoice		Date	Description		Amount
Check	09/25/2020	96052	Accounts Payable	First Responder Record		487.74
	Invoice		Date	Cheryl Kent		1,440.00
	2020-95		09/17/2020	Code Enforcement Investigations		Amount
Check	09/25/2020	96053	Accounts Payable	Cintas Corporation		1,440.00
	Invoice		Date	Description		Amount
	4060764122		09/04/2020	Mat Service-Police/Fire 9/4/20		71.17
	4062044651		09/18/2020	Mat Service City Hall		50.94
Check	09/25/2020	96054	Accounts Payable	Comcast		68.79
	Invoice		Date	Description		Amount
	08-26-20		08/26/2020	Cable Service-Police/Fire 9/4 thru 10/3/20		68.79
Check	09/25/2020	96055	Accounts Payable	Copware		840.00
	Invoice		Date	Description		Amount
	85235		09/01/2020	CPOA Legal Sourcebook/Site License 11/1/2020 thru 10/30/21		840.00
Check	09/25/2020	96056	Accounts Payable	CSG Consultants		3,336.52

Marina, CA LIVE

AP Check Register 09-25-20

Bank Account: 905 - Chase - Checking

Batch Date: 09/25/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Date	Description	Amount
	32113			08/17/2020	CSG Engineering Svc	160.00
	B201138			09/01/2020	Building Plan Review 08/01/2020-08/31/2020	856.52
	32412			09/14/2020	Building Inspections 8/1/2020-8/31/2020	1,680.00
	31746			07/20/2020	CSG Engineering Svc	640.00
Check	09/25/2020	96057	Accounts Payable	David P. Reuben		12,350.00
	Invoice			Date	Description	Amount
	8340			08/27/2020	Pre-Employment background for new Reserve Firefighters	12,350.00
Check	09/25/2020	96058	Accounts Payable	Dyna Systems		233.27
	Invoice			Date	Description	Amount
	23582561			09/02/2020	Thermapod brown, gray & nylon	233.27
Check	09/25/2020	96059	Accounts Payable	East Bay Tire Co.		1,099.88
	Invoice			Date	Description	Amount
	1654804			07/13/2020	All - terrain - Unit 5491	252.33
	1661825			09/04/2020	Transforce H/T Bw - Unit 597	444.87
	1669133			09/04/2020	Flat tire repair - Unit 892	402.68
Check	09/25/2020	96060	Accounts Payable	Epic Aviation		13,749.00
	Invoice			Date	Description	Amount
	7349908			09/11/2020	Airport_Jet A Fuel Purchase	13,749.00
Check	09/25/2020	96061	Accounts Payable	FedEx		139.43
	Invoice			Date	Description	Amount
	7-127-11180			09/18/2020	Postage/Shipping-Patrol 9/18/20	139.43
Check	09/25/2020	96062	Accounts Payable	First Alarm		1,473.36
	Invoice			Date	Description	Amount
	568866			09/15/2020	Alarm Monitoring - 209 Cypress Avenue - Oct-Dec 2020	187.80
	564903			09/15/2020	Alarm Monitoring - Council Chambers - Oct-Dec 2020	112.53
	564974			09/15/2020	Alarm Monitoring - 304 Hillcrest Ave - Oct-Dec 2020	610.32
	568867			09/15/2020	Fire & Burglar Alarm Svc - 2660 5th (10/01/20-12/31/20)	318.27
	564904			09/15/2020	Fire & Burglar Alarm Svc - CDD (10/01/20-12/31/20)	125.28
	565389			09/15/2020	Monitoring services at station 2 - 10/01/20 to 012/31/20	119.16

User: Monika Collier

Pages: 4 of 9

9/24/2020 9:42:42 AM

Marina, CA LIVE

AP Check Register 09-25-20

Bank Account: 905 - Chase - Checking
Batch Date: 09/25/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	09/25/2020	96063	Accounts Payable	Graniterock/Pavex Construction		12.56
	Invoice		Date	Description		Amount
	1260123		09/12/2020	Filter fabric		12.56
Check	09/25/2020	96064	Accounts Payable	Johnson Associates		351.46
	Invoice		Date	Description		Amount
	446952		08/31/2020	2" female locking non-vented cap - Unit 576		65.50
	447238		09/03/2020	7/4 multi - tow conn - Unit 612		187.69
	447272		09/04/2020	Brake control activator - Unit T-576		98.27
Check	09/25/2020	96065	Accounts Payable	Lexis Nexis Risk Solutions		150.00
	Invoice		Date	Description		Amount
	20200831		08/31/2020	Data Retrieval/Investigations 8/1 thru 8/31/20		150.00
Check	09/25/2020	96066	Accounts Payable	Marina Coast Water District		2,366.77
	Invoice		Date	Description		Amount
	000056043.083120		08/31/2020	Water Service_B524		149.02
	000056044.083120		08/31/2020	Water Service_B520		140.28
	000056051.083120		08/31/2020	Water Service_B533		162.13
	000056092.083120		08/31/2020	Water Service_B527		1,057.40
	000056093.083120		08/31/2020	Water Service_B529		205.05
	000056096.083120		08/31/2020	Water Service_B554		100.50
	000056097.083120		08/31/2020	Water Service_B507		552.39
Check	09/25/2020	96067	Accounts Payable	Martin's Irrigation Supply		144.05
	Invoice		Date	Description		Amount
	575157		09/21/2020	Febco 825Y 3/4 rubber kit		144.05
Check	09/25/2020	96068	Accounts Payable	Monterey Auto Supply		213.83
	Invoice		Date	Description		Amount
	756403		09/11/2020	Veh - Maint Parts & Supply - Unit 0401		85.34
	756383		09/11/2020	Veh - Maint Parts & Supply - Unit 899		15.40
	758238		09/17/2020	Veh - Maint Parts & Supply - Unit 5000		28.71
	758145		09/17/2020	Veh - Maint Parts & Supply - Unit 111		37.15
	757745		09/16/2020	Veh - Maint Parts & Supply - Unit 111		33.62
	758142		09/17/2020	Veh - Maint Parts & Supply - Unit 111		13.61

AP Check Register 09-25-20

Bank Account: 905 - Chase - Checking

Batch Date: 09/25/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	09/25/2020	96069	Accounts Payable	Monterey Bay Office Products		380.19
	Invoice		Date	Description		Amount
	423170562	09/03/2020		City Hall Copier Lease Payment - September 2020		380.19
Check	09/25/2020	96070	Accounts Payable	Monterey County - Emergency Communications		277,829.36
	Invoice		Date	Description		Amount
	09-02-20 A	09/02/2020		FY2020/21 Dispatch Service-Police/Fire Quarter 1 & 2 9/2/20		239,486.16
	09-02-20 B	09/02/2020		FY2020/21 NGEN O&M Quarter 1&2-Police/Fire/PW 9/2/20		38,343.20
Check	09/25/2020	96071	Accounts Payable	Monterey County Department of Health		2,000.00
	Invoice		Date	Description		Amount
	MRN-PD FY20-21	09/16/2020		SART Exam/Retainer Fee 9/16/20		2,000.00
Check	09/25/2020	96072	Accounts Payable	Monterey County Peace Officers Association		600.00
	Invoice		Date	Description		Amount
	2020046R	08/11/2020		Shooting Range Use 7/27/20		150.00
	2020054R	09/04/2020		Shooting Range Use 8/28 & 8/31/20		450.00
Check	09/25/2020	96073	Accounts Payable	Monterey Peninsula Engineering		1,378.23
	Invoice		Date	Description		Amount
	07-11	08/06/2020		MPE: 2019 Citywide Street Repair Project (payment # 6)		1,378.23
Check	09/25/2020	96074	Accounts Payable	My Chevrolet		101.15
	Invoice		Date	Description		Amount
	117835CVR	09/15/2020		Sensor - Unit 896		101.15
Check	09/25/2020	96075	Accounts Payable	Pacific Gas & Electric		2,923.51
	Invoice		Date	Description		Amount
	562-0.SEP20	09/10/2020		PG&E - 4758891562-0		1,109.54
	085-2.SEP20	09/10/2020		PG&E - 5434906085-2		92.25
	311-8.SEP20	09/10/2020		PG&E - 6513132311-8		9.86
	608-2.SEP20	09/10/2020		PG&E - 7383993608-2		648.64
	720-0.SEP20	09/10/2020		PG&E - 0167505720-0		778.26
	202-3.SEP20	09/10/2020		PG&E - 6594070202-3		89.32
	210-0.SEP20	09/11/2020		PG&E - 3242976210-0		136.65

Marina, CA LIVE
AP Check Register 09-25-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/25/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	767-2.SEP20		09/10/2020	PG&E Billing/Training Center 8/10 thru 9/08/20		58.99
	09/25/2020	96076	Accounts Payable	Peninsula Welding & Medical Supply		98.17
	Invoice		Date	Description		Amount
Check	203878		09/15/2020	Oxygen refill		98.17
	09/25/2020	96077	Accounts Payable	Pure H2O		163.84
	Invoice		Date	Description		Amount
Check	13417		09/01/2020	Water Cooler Service-Police/Fire 9/1/20		163.84
	09/25/2020	96078	Accounts Payable	Robert R. Wellington		14,231.00
	Invoice		Date	Description		Amount
	25450		09/11/2020	Retainer - October 2020		1,800.00
	25442		09/11/2020	Cal Am Matters - August 2020		207.00
	25449		09/11/2020	FPPC Matters - August 2020		284.00
	25455		09/11/2020	Public Records Act Requests - August 2020		56.00
	25456		09/11/2020	Rates & Fees Matters - August 2020		99.00
	25457		09/11/2020	Recreation Matters - August 2020		45.00
	25459		09/11/2020	Tax & Finance Matters - August 2020		288.00
	25460		09/11/2020	The Dunes - August 2020		72.00
	25443		09/11/2020	Cannabis Matters - August 2020		766.00
	25444		09/11/2020	Code Enforcement Matters - August 2020		882.00
	25445		09/11/2020	Covid-19 Issues - August 2020		1,692.00
	25446		09/11/2020	Election Matters - August 2020		3,912.00
	25447		09/11/2020	Fort Ord Reuse Matters - August 2020		218.00
	25451		09/11/2020	Land Use & Operations - August 2020		1,459.00
	25452		09/11/2020	Marina Equestrian Center - August 2020		1,001.00
	25458		09/11/2020	Abrams Park-Marina Height-Sea Haven - August 2020		972.00
	25461		09/11/2020	Urban Growth Boundary Extension - August 2020		478.00
Check	09/25/2020	96079	Accounts Payable	Salinas Valley Ford		670.66
	Invoice		Date	Description		Amount
	106295		09/10/2020	Pad kit - RR disc & disc brake - Unit 612		307.35
Check	106294		09/10/2020	Pad kit - RR disc & disc rotor - Unit 612		363.31
	09/25/2020	96080	Accounts Payable	Sierra Display, Inc.		2,100.00
	Invoice		Date	Description		Amount

Marina, CA LIVE

AP Check Register 09-25-20

Bank Account: 905 - Chase - Checking

Batch Date: 09/25/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
Check	25497	09/08/2020		Banner Project - Installation Services		2,100.00
	09/25/2020	96081	Accounts Payable	Sierra Springs & Alhambra		29.26
	Invoice			Description		Amount
Check	7266038	09/04/2020		Water Cooler Rental and Replacement Water		29.26
	09/25/2020	96082	Accounts Payable	South Bay Regional Public Safety Training Cons.		640.00
	Invoice			Description		Amount
Check	221113	09/17/2020		Interview & Interrogation Training (4) 9/14 thru 9/16/20		640.00
	09/25/2020	96083	Accounts Payable	V&V Manufacturing		435.67
	Invoice			Description		Amount
Check	51467	09/08/2020		(4) Police Badges 9/8/20		435.67
	09/25/2020	96084	Accounts Payable	Vca All Pets Animal Hospital Salinas		616.02
	Invoice			Description		Amount
Check	185420734	07/02/2020		Veterinary Service/Enzo 7/2/20		616.02
	09/25/2020	96085	Accounts Payable	WRA, Inc.		698.50
	Invoice			Description		Amount
Check	28263 - 40320	08/31/2020		MPWSP - August 2020		698.50
	09/25/2020	96086	Accounts Payable	Zoom Imaging Solutions		270.94
	Invoice			Description		Amount
Check	IN1590966	08/31/2020		MeterRead Maintenance/Records 8/31/20		270.94
	09/25/2020	96087	Accounts Payable	Zustan K-9 Services		250.00
	Invoice			Description		Amount
Check	332376	09/15/2020		K-9 Maintenance & Development Training September 2020		250.00
	09/25/2020	96088	Accounts Payable	Marina Employees Association		155.00
	Invoice			Description		Amount
Check	09-18-20	09/18/2020		24 - MEA Dues		155.00
	09/25/2020	96089	Accounts Payable	Marina Professional Fire Fighters Association		300.00

User: Monika Collier

Pages: 8 of 9

9/24/2020 9:42:42 AM

Marina, CA LIVE
AP Check Register 09-25-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/25/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
	09-18-20		09/18/2020	35 - MPFFA Dues		300.00
EFT	09/25/2020	1090	Accounts Payable	Marina Police Association-MPOA	322271627 / 901587928	250.00
	Invoice			Description		Amount
	09-18-20		09/18/2020	23 - MPOA Dues		250.00
EFT	09/25/2020	1091	Accounts Payable	Police Officers Association - POA	322271627 / 901589106	1,350.00
	Invoice			Description		Amount
	09-18-20		09/18/2020	25 - POA Dues		1,350.00
905 Chase - Checking Totals:						\$361,509.64
Transactions: 55						
Checks: 53						\$359,909.64
EFTs: 2						\$1,600.00

AP Check Register 10-02-20

Bank Account: 905 - Chase - Checking

Batch Date: 10/02/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	10/02/2020	96090	Accounts Payable	Ace Hardware		22.93
	Invoice		Date	Description		Amount
	076232		09/25/2020	Screws for cribbing on new engine		22.93
Check	10/02/2020	96091	Accounts Payable	Ace Hardware		115.77
	Invoice		Date	Description		Amount
	076154		09/18/2020	Door hole cover & pull utility		26.18
	076182		09/22/2020	Fasteners - Unit 554		15.60
	076228		09/25/2020	Key krafter # 95		3.05
	076250		09/28/2020	Bldg & Grnd - Supplies		36.02
	076222		09/24/2020	Tape mounting - Uniy 98-01		34.92
Check	10/02/2020	96092	Accounts Payable	Ace High Designs Inc.		235.85
	Invoice		Date	Description		Amount
	O1003010		09/21/2020	Uniform Embroidery Shirt/Phillips 9/21/20		38.22
	O1004210		09/16/2020	Uniform Embroidery Shirts (5)/Records 9/16/20		197.63
Check	10/02/2020	96093	Accounts Payable	American Supply Co.		1,062.13
	Invoice		Date	Description		Amount
	2909252		09/23/2020	Face mask, soIPull & alcohol wipes		658.12
	0154019		09/22/2020	Cleaning Supply-CW		404.01
Check	10/02/2020	96094	Accounts Payable	Aramark Uniform Service		342.95
	Invoice		Date	Description		Amount
	760987337		09/23/2020	Uniform Service - Public Works Crew		40.66
	760987338		09/23/2020	Uniform Service - Public Works Crew		57.35
	760987339		09/23/2020	Uniform Service - Public Works Crew		40.99
	760987340		09/23/2020	Uniform Service - Public Works Crew		80.59
	760977894		09/16/2020	Uniform Service - Public Works Crew		42.77
	760977897		09/16/2020	Uniform Service - Public Works Crew		80.59
Check	10/02/2020	96095	Accounts Payable	AT & T		451.05
	Invoice		Date	Description		Amount
	09-13-20		09/13/2020	AT&T 831-582-9957		216.08
	09-14-20		09/14/2020	AT&T Billing/Alarm, EOC & PEBST Equipment-Citywide 9/14/20		234.97

Marina, CA LIVE

AP Check Register 10-02-20

Bank Account: 905 - Chase - Checking

Batch Date: 10/02/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/02/2020	96096	Accounts Payable	Branch's Janitorial		7,180.82
	Invoice		Date	Description		Amount
	228030		09/23/2020	Janitorial Service - CH, Corp Yard, LA, Annex & CC		2,886.35
	228032		09/23/2020	Janitorial Service-Police/Fire September 2020		2,235.00
	228031		09/23/2020	September Custodial Services		2,059.47
Check	10/02/2020	96097	Accounts Payable	Burton's Fire, Inc.		23.40
	Invoice		Date	Description		Amount
	S 50326		09/22/2020	Square Head Bolts		23.40
Check	10/02/2020	96098	Accounts Payable	Capitol Barricade, Inc.		770.28
	Invoice		Date	Description		Amount
	130518		09/22/2020	Band-it, roll band 201 stainless steel & tri-clamp brace		770.28
Check	10/02/2020	96099	Accounts Payable	Cheryl Kent		1,440.00
	Invoice		Date	Description		Amount
	2020-100		09/24/2020	Code Enforcement Investigations		1,440.00
Check	10/02/2020	96100	Accounts Payable	Cintas Corporation		71.17
	Invoice		Date	Description		Amount
	4062044649		09/18/2020	Mat Service-Police/Fire 9/18/20		71.17
Check	10/02/2020	96101	Accounts Payable	Coffman Associates		1,744.00
	Invoice		Date	Description		Amount
	19GS04-8		08/31/2020	Pen & Ink ALP Update for Joby Bldgs.		1,744.00
Check	10/02/2020	96102	Accounts Payable	Comcast		166.95
	Invoice		Date	Description		Amount
	09-14-20		09/14/2020	Teen Center Cable Fees		166.95
Check	10/02/2020	96103	Accounts Payable	Community Human Services		10,000.00
	Invoice		Date	Description		Amount
	08-19-20		08/19/2020	Donation to Casa De Noche Buena Homeless Shelter		10,000.00
Check	10/02/2020	96104	Accounts Payable	Dave's Repair Service		197.50
	Invoice		Date	Description		Amount
	32126		09/08/2020	Monthly Site Inspections		197.50

User: Monika Collier

Pages: 2 of 8

10/1/2020 9:26:41 AM

Marina, CA LIVE
AP Check Register 10-02-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 10/02/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/02/2020	96105	Accounts Payable	Denise Duffy & Associates		22,869.80
	Invoice		Date	Description		Amount
	7152		09/21/2020	Del Monte Blvd & Patton Pkwy Ext Proj (R5) (05/01/20 - 09/15/20)		22,869.80
Check	10/02/2020	96106	Accounts Payable	Dyna Systems		216.80
	Invoice		Date	Description		Amount
	23585672		09/11/2020	GMFRD & CHRY Xmas Tree RET kit		216.80
Check	10/02/2020	96107	Accounts Payable	Emergency Vehicle Specialists		560.36
	Invoice		Date	Description		Amount
	11726		09/28/2020	Keyboard and Keyboard Mount Replacement		560.36
Check	10/02/2020	96108	Accounts Payable	First Alarm		1,347.36
	Invoice		Date	Description		Amount
	564348		09/03/2020	Fire Alarm Services_Repair Work_B527		900.00
	568868		09/15/2020	Fire Alarm Services_B524		108.36
	568869		09/15/2020	Fire Alarm Services_B527		339.00
Check	10/02/2020	96109	Accounts Payable	Gavilan Pest Control		1,225.00
	Invoice		Date	Description		Amount
	0133017		09/30/2020	Airport Pest Control Services		1,150.00
	0133018		09/30/2020	Airport Pest Control Services_B504		75.00
Check	10/02/2020	96110	Accounts Payable	GCS Environmental Equipment Services		84.15
	Invoice		Date	Description		Amount
	22083		09/25/2020	Switch - dump door Unit 599		84.15
Check	10/02/2020	96111	Accounts Payable	Home Depot Credit Service		594.57
	Invoice		Date	Description		Amount
	09-23-20		09/23/2020	Behr Prem solid stain - Airport		594.57
Check	10/02/2020	96112	Accounts Payable	Juan Heradio-Hernandez Mendoza		500.00
	Invoice		Date	Description		Amount
	11-07-20 cc		09/30/2020	Deposit Refund - Community Center		500.00
Check	10/02/2020	96113	Accounts Payable	Kimley-Horn & Associates		7,673.35
	Invoice		Date	Description		Amount

Marina, CA LIVE

AP Check Register 10-02-20

Bank Account: 905 - Chase - Checking

Batch Date: 10/02/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	17324408			CCIP R78 - TIA Dunes Update (08/01/20 - 08/31/20)		325.00
	097789006-0720			Prelim Eng-CCIP R46B: Injinj Pkwy Wide Proj (07/01/20 - 07/31/20)		7,348.35
	10/02/2020	96114	Accounts Payable	L.N. Curtis & Sons		403.61
Check	INV424949			Description		Amount
	INV424447			Glas-Master complete tool		237.33
				Saw blade shelf bracket		166.28
Check	10/02/2020	96115	Accounts Payable	La Sirenita Tree Service		2,200.00
	Invoice			Description		Amount
	09-01-20			Trim trees - Abdy Way		2,200.00
Check	10/02/2020	96116	Accounts Payable	M3 Environmental Consulting, LLC		4,223.86
	Invoice			Description		Amount
	2033701			Hazmat Survey_B533 Improvements ACIP		1,541.43
	2033702			Hazmat Survey_B504 Improvements ACIP		1,348.00
	2033703			Hazmat Survey_B510 New Roof ACIP		1,334.43
Check	10/02/2020	96117	Accounts Payable	Mandell Municipal Counseling		14,152.00
	Invoice			Description		Amount
	09-03-20			Professional Services - Cannabis Ordinance - August 2020		4,669.00
	08-07-20			Professional Services - Cannabis Ordinance - July 2020		9,483.00
Check	10/02/2020	96118	Accounts Payable	Marina Coast Water District		6,716.52
	Invoice			Description		Amount
	000056034 091120			000056 034 - 3240 DeForest-Windy Hill Park (08/08/20-09/11/20)		609.90
	000056086 091120			000056 086 - Center Median 3208 Crescent (08/08/20 - 09/11/20)		25.21
	000056087 091120			000056 087 - Center Median 3218 Crescent (08/08/20 - 09/11/20)		25.21
	000056014 091120			000056 014 - VD Park 3200 Del Monte Blvd (08/08/20 - 09/11/20)		2,382.64
	000056085 091120			000056 085 - Ctr Med 3192 Crescent Ave (08/08/20 - 09/11/20)		25.21
	000056032 091120			000056 032 - Cresc Ave/Costa Mont Bay Est (08/08/20 - 09/11/20)		55.95
	000056008 091120			000056 008 - Reservation Rd & Del Monte (08/08/20 - 09/11/20)		25.21
	000056011 091120			000056 011 - Tate Park 3254 Del Monte (08/08/20 - 09/11/20)		3,216.98
	000056084 091120			000056 084 - Ctr Med 3172 Crescent/Shuler (08/08/20 - 09/11/20)		25.21
	000056015 091120			000056 015 - Cypress Cove II (08/08/20 - 09/11/20)		55.95
	000056098 091120			000056 098 - Tate Park 3254 Del Monte (Bldg) (09/10/20-09/11/20)		3.12

User: Monika Collier

Pages: 4 of 8

10/1/2020 9:26:41 AM

Marina, CA LIVE
AP Check Register 10-02-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 10/02/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	000056005	091820	09/18/2020	000056 005 - Calif Ave. and Patton Pkwy (08/15/20 - 09/18/20)		82.30
	000056025	091820	09/18/2020	000056 025 - 327 Reind- Los Arb Sprt Comp (08/15/20 - 09/18/20)		63.96
	000056027	091820	09/18/2020	000056 027 - Center Med & ROW Calif Ave (08/15/20 - 09/18/20)		37.37
	000056007	091820	09/18/2020	000056 007 - Calif Ave Landscape (08/15/20 - 09/18/20)		82.30
	10/02/2020	96119	Accounts Payable	Monterey Auto Supply		95.47
Check	Invoice		Date	Description		Amount
	758468		09/18/2020	Veh - Maint Parts & Supply - Unit 889		8.28
	728466		09/18/2020	Veh - Maint Parts & Supply - Unit 111		16.11
	759782		09/23/2020	Veh - Maint Parts & Supply - Unit 1000		58.77
	760287		09/24/2020	Veh - Maint Parts & Supply - Unit 599		12.31
Check	10/02/2020	96120	Accounts Payable	Monterey Peninsula Engineering		73,630.89
	Invoice		Date	Description		Amount
Check	07-12 RET		08/06/2020	MPE: 2019 Citywide Street Repair Project (payment # 7) retention		73,630.89
	10/02/2020	96121	Accounts Payable	Nextel Communications - Sprint		390.90
Check	Invoice		Date	Description		Amount
	866147022-217		09/22/2020	Rec Dept Cell Phone Bills		390.90
Check	10/02/2020	96122	Accounts Payable	Office Depot		107.40
	Invoice		Date	Description		Amount
Check	2435061707		09/14/2020	Office Supplies		107.40
	10/02/2020	96123	Accounts Payable	Office Depot		375.80
Check	Invoice		Date	Description		Amount
	124739181001		09/15/2020	Office Supplies-Finance		375.80
Check	10/02/2020	96124	Accounts Payable	Pacific Gas & Electric		11,714.05
	Invoice		Date	Description		Amount
	098-7.SEP20		09/09/2020	Utilities_B524		1,497.72
	103-6.SEP20		09/10/2020	Utilities_B507		5,528.85
	288-5.SEP20		09/10/2020	Utilities_B520 & B529		790.65
	347-0.SEP20		09/09/2020	Utilities_B519		461.11
	415-6.SEP20		09/09/2020	Utilities_B504		51.37
	451-7.SEP20		09/09/2020	Utilities_B554		202.18

Marina, CA LIVE
AP Check Register 10-02-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 10/02/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	694-1.SEP20	09/10/2020		Utilities_B533		1,069.83
	272-1.SEP20	09/17/2020		PG&E - 2862559272-1		46.54
	172-2.SEP20	09/18/2020		PG&E - 5618207172-2		511.75
	362-9.SEP20	09/18/2020		PG&E - 5996678362-9		108.29
	683-2.SEP20	09/17/2020		PG&E 6217294683-2		963.69
	851-0.SEP20	09/15/2020		PG&E - 3440977851-0		163.56
	827-8.SEP20	09/13/2020		PG&E - 0423929827-8		106.72
	535-3.SEP20	09/13/2020		PG&E - 6161832535-3		211.79
Check	10/02/2020	96125	Accounts Payable	Peninsula Welding & Medical Supply		28.67
	Invoice		Date	Description		Amount
Check	203901	09/16/2020		Wheel Chopcut & flap wheel - Unit 4000		28.67
	10/02/2020	96126	Accounts Payable	Quill Corporation		382.87
	Invoice		Date	Description		Amount
	10185942	09/03/2020		Office Supplies/Records 09/03/2020		174.78
	10220596	09/04/2020		Office Supplies/Records 09/04/2020		12.21
	10023709	08/28/2020		Office Supplies/Records 08/28/2020		117.52
Check	10709706	09/22/2020		Office Supplies/Records 09/22/2020		17.13
	10752164	09/23/2020		Office Supplies/Records 09/23/2020		61.23
	10/02/2020	96127	Accounts Payable	Robert R. Wellington		6,876.00
	Invoice		Date	Description		Amount
Check	25441	09/11/2020		Marina Municipal Airport Matters_August 2020		279.00
	25453	09/11/2020		Misc. Personnel Matters - August 2020		5,634.00
	25454	09/11/2020		Police Personnel Matters - August 2020		963.00
	10/02/2020	96128	Accounts Payable	Salinas Valley Ford		1,504.73
	Invoice		Date	Description		Amount
Check	15870	09/21/2020		Pad & rotor - Unit 889		211.96
	106541	09/22/2020		Brake rotor & Pad kit - Unit 612		363.31
	15889	09/21/2020		Gasket & Throttle - Unit 597		270.36
	15883	09/21/2020		Veh - Maint Parts & Supply - Unit 554		488.65
	106619	09/25/2020		Battery - Unit 813		170.45
	10/02/2020	96129	Accounts Payable	Shred-it USA		103.43

Marina, CA LIVE

AP Check Register 10-02-20

Bank Account: 905 - Chase - Checking

Batch Date: 10/02/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Date	Description	Amount
Check	8180481816			09/15/2020	Shredding Service/Records 9/15/20	103.43
	10/02/2020	96130	Accounts Payable		Sierra Springs & Alhambra	67.38
	Invoice			Date	Description	Amount
Check	14225799 091320			09/13/2020	Annex - Sierra Spring - Water Svc	67.38
	10/02/2020	96131	Accounts Payable		Stordok	70.00
	Invoice			Date	Description	Amount
Check	53543856			09/15/2020	Document Shredding Services - Finance Department Records	70.00
	10/02/2020	96132	Accounts Payable		Verizon Wireless	2,720.95
	Invoice			Date	Description	Amount
	9862511735			09/10/2020	Monthly Verizon Bill-308174766	436.28
	9863060950			09/18/2020	Cell Phone Service/Police 8/19 thru 9/18/20	1,419.49
	9863057476			09/18/2020	Cell Phone Service/Anderson 8/19 thru 9/18/20	38.01
	9863128413			09/18/2020	Cell Phone Service/Patrol 8/19 thru 9/18/20	161.77
	9863117907			09/18/2020	Cell Phone Service/Nieto 8/19 thru 9/18/20	38.01
	9863131756			09/18/2020	PW Crew, Airport & Bldg Insp - Cell Phones	627.39
	10/02/2020	96133	Accounts Payable		Woong-Bok Huh	75.00
Check	Invoice			Date	Description	Amount
Check	10-04-20 vd			09/30/2020	Deposit Refund - Vince DiMaggio	75.00
	10/02/2020	96134	Accounts Payable		Zoom Imaging Solutions	8.84
	Invoice			Date	Description	Amount
Check	IN1620445			09/21/2020	Office Supplies/Records 09/21/2020	8.84
	10/02/2020	96135	Accounts Payable		Premier Access Insurance	7,781.00
	Invoice			Date	Description	Amount
Check	10-01-20			10/01/2020	101 - Dental EE+1*	5,252.40
	10-01-20.			10/01/2020	Dental Claim (10/2020)	2,528.60
	10/02/2020	96136	Accounts Payable		Vision Service Plan	1,938.85
	Invoice			Date	Description	Amount
	10-01-20			10/01/2020	103 - Vision EE*	1,894.06

User: Monika Collier

Pages: 7 of 8

10/1/2020 9:26:41 AM

Marina, CA LIVE

AP Check Register 10-02-20

Bank Account: 905 - Chase - Checking
Batch Date: 10/02/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	10-01-20.		10/01/2020	VSP Adjustment (10/2020)		44.79
EFT	10/02/2020	1096	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	3,325.00
	Invoice		Date	Description		Amount
	20-20		09/25/2020	Services 09-14/09-24-20		3,325.00
905 Chase - Checking Totals:						\$197,789.41

Transactions: 48

Checks: 47 \$194,464.41

EFTs: 1 \$3,325.00

SA Check Register 09-18-20

Bank Account: 921 - Chase - Successor Agency

Batch Date: 09/18/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 921 - Chase - Successor Agency						
EFT	09/18/2020	52	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	522.50
	Invoice		Date	Description		Amount
	20-19 SA		09/11/2020	Services 08-31/09-10-20		522.50
921 Chase - Successor Agency Totals:						\$522.50
EFTs:		1		Transactions: 1		
						\$522.50

SA Check Register 10-02-20

Bank Account: 921 - Chase - Successor Agency

Batch Date: 10/02/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 921 - Chase - Successor Agency						
EFT	10/02/2020	53	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	475.00
	Invoice		Date	Description		Amount
	20-20 SA		09/25/2020	Services 09-14/09-24-20		475.00
921 Chase - Successor Agency Totals:						475.00
EFTs:		1		Transactions: 1		\$475.00

Monthly EFT/Wire Report-Checking Acct.

From Payment Date: 8/1/2020 - To Payment Date: 8/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
905 - Chase - Checking									
EFT									
970	08/03/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$828.32	\$828.32	\$0.00
971	08/03/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$799.90	\$799.90	\$0.00
972	08/03/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$42.00	\$42.00	\$0.00
973	08/04/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$71.58	\$71.58	\$0.00
974	08/04/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$388.94	\$388.94	\$0.00
975	08/04/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,158.18	\$1,158.18	\$0.00
976	08/07/2020	Open			Accounts Payable	Richard B. Standridge	\$3,847.50		
977	08/07/2020	Open			Accounts Payable	Marina Police Association-MPOA	\$250.00		
978	08/07/2020	Open			Accounts Payable	Police Officers Association - POA	\$1,350.00		
979	08/04/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$105.14	\$105.14	\$0.00
980	08/04/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$112.50	\$112.50	\$0.00
981	08/04/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$177.63	\$177.63	\$0.00
985	08/06/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$8,987.42	\$8,987.42	\$0.00
986	08/07/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$908.34	\$908.34	\$0.00
987	08/07/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$254.49	\$254.49	\$0.00
989	08/03/2020	Open			Accounts Payable	Joseph Hermundson	\$444.00	\$444.00	\$0.00
990	08/10/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$652.46	\$652.46	\$0.00
991	08/10/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$151.00	\$151.00	\$0.00
995	08/01/2020	Open			Accounts Payable	PERS Health Services Division	\$82,077.18		
996	08/01/2020	Open			Accounts Payable	PERS Health Services Division	\$3,615.58		
997	08/07/2020	Open			Accounts Payable	CalPERS	\$89,350.27		
998	08/07/2020	Open			Accounts Payable	CalPERS	(\$0.04)		
1000	08/07/2020	Open			Accounts Payable	Invoice Cloud, Inc.	\$75.00		
1001	08/07/2020	Open			Accounts Payable	AFLAC - Attn.:Remittance Process	\$4,035.75	\$4,035.75	\$0.00
1002	08/07/2020	Open			Accounts Payable	Discovery Benefits, Inc.	\$1,451.52	\$1,451.52	\$0.00
1003	08/07/2020	Open			Accounts Payable	Standard Insurance Company	\$2,182.16		
1004	08/07/2020	Open			Accounts Payable	Standard Insurance Company	(\$35.69)		
1005	08/01/2020	Open			Accounts Payable	Standard Insurance Company	\$768.80		
1006	08/01/2020	Open			Accounts Payable	Standard Insurance Company	\$1,044.20		
1007	08/01/2020	Open			Accounts Payable	Standard Insurance Company	(\$12.40)		
1008	08/01/2020	Open			Accounts Payable	Standard Insurance Company	\$0.25		
1009	08/01/2020	Open			Accounts Payable	Premier Access Insurance - Dept. 34114	\$266.00	\$266.00	\$0.00
1011	08/03/2020	Open			Accounts Payable	First Data EMPS	\$98.56	\$98.56	\$0.00
1014	08/14/2020	Open			Accounts Payable	Marina Police Association-MPOA	\$250.00		
1015	08/14/2020	Open			Accounts Payable	Police Officers Association - POA	\$1,350.00		
1016	08/12/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$69.62	\$69.62	\$0.00
1017	08/12/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$87.38	\$87.38	\$0.00
1018	08/12/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$559.14	\$559.14	\$0.00
1023	08/21/2020	Open			Accounts Payable	Richard B. Standridge	\$3,610.00	\$3,610.00	\$0.00
1024	08/21/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$198.88	\$198.88	\$0.00
1025	08/21/2020	Open			Accounts Payable	AFLAC - Attn.:Remittance Process	\$4,035.75	\$4,035.75	\$0.00
1026	08/21/2020	Open			Accounts Payable	Discovery Benefits, Inc.	\$1,451.52	\$1,451.52	\$0.00
1034	08/28/2020	Open			Accounts Payable	Marina Police Association-MPOA	\$250.00		
1035	08/28/2020	Open			Accounts Payable	Police Officers Association - POA	\$1,350.00		
1036	08/27/2020	Open			Accounts Payable	Berkadia	\$95,166.51	\$95,166.51	\$0.00
1037	08/21/2020	Open			Accounts Payable	CalPERS	\$88,531.61		
1038	08/21/2020	Open			Accounts Payable	CalPERS	(\$0.04)		

Monthly EFT/Wire Report-Checking Acct.

From Payment Date: 8/1/2020 - To Payment Date: 8/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1040	08/31/2020	Open			Accounts Payable	California State Controller's Office	\$60.00		
1050	08/31/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$25.53	\$25.53	\$0.00
1057	08/31/2020	Open			Accounts Payable	Hinderliter, de Llamas & Associates	\$2,389.03		
1058	08/31/2020	Open			Accounts Payable	Division of the State Architect	\$255.60		
1070	08/01/2020	Open			Accounts Payable	Discovery Benefits, Inc.	\$115.50		
1076	08/31/2020	Open			Accounts Payable	JPMorgan Chase Bank, N.A.	\$1,051.86	\$1,051.86	\$0.00
Type EFT Totals:							\$406,254.43	\$127,189.92	\$0.00
905 - Chase - Checking Totals							\$406,254.43	\$127,189.92	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	53	\$406,254.43	\$127,189.92
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	53	\$406,254.43	\$127,189.92

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	53	\$406,254.43	\$127,189.92
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	53	\$406,254.43	\$127,189.92

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	53	\$406,254.43	\$127,189.92
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	53	\$406,254.43	\$127,189.92
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	53	\$406,254.43	\$127,189.92
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	53	\$406,254.43	\$127,189.92

Monthly EFT/Wire Report - Payroll Account

From Payment Date: 8/1/2020 - To Payment Date: 8/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
913 - Chase - Payroll ZBA									
<u>EFT</u>									
8347	08/07/2020	Open			Accounts Payable	California State Disbursement Unit	\$1,624.83	\$1,624.83	\$0.00
8348	08/07/2020	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	\$77,832.99	\$77,832.99	\$0.00
8349	08/07/2020	Open			Accounts Payable	Employment Development Department	\$24,738.84	\$24,738.84	\$0.00
8350	08/07/2020	Open			Accounts Payable	ICMA Retirement Trust	\$8,420.25	\$8,420.25	\$0.00
8351	08/07/2020	Open			Accounts Payable	Nationwide Retirement	\$3,528.37	\$3,528.37	\$0.00
8352	08/07/2020	Open			Accounts Payable	Rebecca Minuth	\$527.52	\$527.52	\$0.00
8486	08/21/2020	Open			Accounts Payable	California State Disbursement Unit	\$1,624.83	\$1,624.83	\$0.00
8487	08/21/2020	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	\$60,833.98	\$60,833.98	\$0.00
8488	08/21/2020	Open			Accounts Payable	Employment Development Department	\$18,817.43	\$18,817.43	\$0.00
8489	08/21/2020	Open			Accounts Payable	ICMA Retirement Trust	\$8,428.60	\$8,428.60	\$0.00
8490	08/21/2020	Open			Accounts Payable	Nationwide Retirement	\$3,533.25	\$3,533.25	\$0.00
8491	08/21/2020	Open			Accounts Payable	Rebecca Minuth	\$527.52	\$527.52	\$0.00
Type EFT Totals:							\$210,438.41	\$210,438.41	\$0.00
913 - Chase - Payroll ZBA Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$210,438.41	\$210,438.41
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	12	\$210,438.41	\$210,438.41

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$210,438.41	\$210,438.41
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	12	\$210,438.41	\$210,438.41

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$210,438.41	\$210,438.41
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	12	\$210,438.41	\$210,438.41
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$210,438.41	\$210,438.41
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	12	\$210,438.41	\$210,438.41



DRAFT

Agenda Item: **8b(1)**
City Council Meeting of
October 6, 2020

MINUTES

Tuesday, July 21, 2020

5:00 P.M. Closed Session
6:30 P.M. Open Session

**REGULAR MEETING
CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK SUSTAINABLE
COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR AGENCY OF THE FORMER
MARINA REDEVELOPMENT AGENCY AND MARINA GROUNDWATER
SUSTAINABILITY AGENCY**

Council Chambers
211 Hillcrest Avenue
Marina, California

Zoom Meeting URL: <https://zoom.us/j/730251556>

Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 730 251 556

1. CALL TO ORDER
2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

MEMBERS PRESENT: Lisa Berkley, Adam Urrutia, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado

3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*
 - a. Conference with Legal Counsel, anticipated litigation – significant exposure to litigation pursuant to paragraph (2) or (3) or subdivision (d) of CA Govt. Code Section 54956.9 – one potential case.
 - b. Labor Negotiations
 - i. Marina Employee Association
 - ii. Marina Police Officer Association
 - iii. Marina Public Safety Managers Association
 - iv. Marina Middle Manager Association

City Negotiators: Layne P. Long, City Manager and Employee Relations Officer

c. Real Property Negotiations

- i. Property: Imjin Parkway/Landfill Site, APNs 031-101-039, 031-101-040, 031-101-041 and 031-101-042
Negotiating Party: County of Monterey and Successor to the Redevelopment Agency of the County of Monterey
Property Negotiator: City Manager
Terms: Price and Terms
- ii. Property: T-Hangar Building, 727 Neeson Road, Marina, CA Bldg 528
Negotiating Party: Phil Lewis dba Marina Aviation, LLC
Property Negotiator: City Manager
Terms: Price and Terms

6:30 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION

Robert Wellington, City Attorney reported out Closed Session: Council went into Closed Session at 5:00 with regard to each of the agenda items listed on the Closed Session. With regard to the first matter, a matter of Conference with Legal Counsel relative to potential litigation. Council received information and gave general direction to council involved and no reportable action was taken. With regard to Labor Negotiations, Council received information, gave general direction and no reportable action was taken. With regard to the last two matters having to do with Real Property Negotiations, information was received, direction given, and no reportable action was taken.

4. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)

5. SPECIAL PRESENTATIONS:

a Marina Coast Water District Recycled Water Distribution Project Presentation

- Mike Owen – What triggers the process as far as a tree removal permit is damage to a tree. In the ordinance the language is very clear “damage”; it doesn’t talk about a percentage of damage. That is what the context for a tree removal permit hearing that would be at a Planning Commission. The arborist could be on Zoom to respond to questions. As far as mitigation, that’s a normal thing that’s talked about during the tree removal permit. Because of OSHA requirements these trenching’s so the sand doesn’t cave in on people are 7-feet wide and 6-feet deep. So, whether you move it out a little bit further or not these root systems don’t extend just to the edge of the canopy. Because they’re shallow rooted, they spread out a lot wider up to 100-feet for Blue gum Eucalyptus. The arborist report, nobody has asked them to survey the north side of the eucalyptus. That need to be done because both arborists expressed concerns about the rototilling that happened the last few months for the first time ever in Armstrong history. Generally, the root systems are 90% within the first 12 inches and that can be severely compromised. Since MCWD has a 30-foot easement over there anyway they need to have that other side checked for a full picture of what the possible damage to these trees are. It’s not just damage to the tree but damage to the residents. The highest eucalyptus is over 70-feet tall. The edges of the roofs of the houses on the other side of Beach is 60-feet. The cars in the driveways are 50-feet and cars parked at the edge of the street is 30-feet. It’s not just when it’s over 30% and there’s a question of how damage is on the other side; we can’t tell if anybody does anything until the winter storms come. Do you want to wait until the winter storms come? This discussion really belongs in the context of Planning Commission for a full and thorough review.
- Denise Turley – Will there be any root pruning done on these trees?

- Grace Silva-Santella – Thanked Mike Owen. Those trees are landmark trees because of Mike’s commitment and passion in the protection of those trees. Thanked MCWD board for the action and vote they took last night and glad to hear that there’s alternatives that can be explored including the pipeline that’s in the works and plans for Marina Station development. Have live in Marina for 31-years and live just a few blocks from these trees and they are critical to how we enjoy Marina; they’re critical to Marina’s urban forest; they provide rapture habitat and they enhance our lives beyond any monetary value. I want every measure to be taken that these trees are protected and if the means they go to the Planning Commission so they can have an in-depth consideration about this I think that’s critical. Thanked the Council for hearing this presentation and asking the questions you asked this evening. Thank you
- Cat Bare – Not sure why this can be done on the Armstrong Ranch side since they’ve already been doing a lot of work over there. Seems like it would be easier to put the pipes on that side where there’s not a road they would have to repave afterwards. It’s a historical line of trees and I don’t know what goes into making something a historical part of a city but I would think that you would have to take into account that it means a lot to some people and so we should put a lot of effort into keeping it.
- Margaret Davis – Thanked the Council and MCWD Board for taking this seriously. Agrees with Mike Owen and Grace that these are landmark trees, which is all the more reason they should go through the normal tree removal inquiry and process and that the north side that got all torn up by the rototilling also needs to be surveyed. It may be that these trees because of that action are doomed and if so, we need to know it now. It should be thoroughly investigated. The cost of removing the tress would be substantial and the value of the trees is there some way to weigh that when considering if we had delays or we had to reroute or rethink a little bit would cost us a lot more, that should be weighed in the scales also; the benefit of the trees and the cost of removing them if need be. I love the trees thank you for treating this with due consideration.

b Recreation Announcements

6. SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR: *Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council’s jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council.*

- Mike Owen – Apologized to Mayor and MCWD for doubting their sagacity, wisdom and knowledge of what is available and open to public comment on the agenda. Didn’t believe the previous MCWD was going to be open for public comments but totally 100% wrong and I bough to the sagacity of the Mayor and the Chair of the MCWD. Thinking that because of the pandemic trimlines and how everything is seemingly getting worse that the County may not be open to lifting the suspensions of our committees and commissions for maybe quite some time. Suggested that maybe the council can sort of be a little bit more flexible in looking at ways to do things maybe without the Recreation and Cultural Services Commission being activated regarding Martin Luther King. So, Planning Commission is still active and they can create and ad-hoc subcommittee and possibly with some flexibility involved, they’re used to looking at areas of the city; maybe David

Burnett might part of the ad-hoc committee and then it could have an advisory committee or members from the public at-large to maybe assist. If the city gets no response from the County as far as lifting the suspension on the Recreation Commission. This was just an idea how we might be able to adjust if these suspensions continue to last a lot longer than everybody would like. Thank you

- Kathy Biala – Applaud councils vote to proceed with the \$45,000 budget allocation for studying the issues of systemic racism in Marina particularly in the times of Black Lives Matter. I believe this to be an act pursuit not only because Marina's population is 64% non-white but even more important our city's recent decision to go to electoral districting. resulted from a potential lawsuit against Marina for Racially Polarized Voting in the City of Marina. Since such a city study regarding systemic racism requires careful planning, I want to keep the project in the forefront of this council otherwise the multitude of other priorities would surely take precedence. As a first step the process to identify what we want of our survey is essential, even before soliciting appropriate consultants. However, you can't begin to identify the scope of work unless you have under-represented community members at the table in the decision-making group. I would like to see a timeline of tasks that outline the eventual completion of such a study. In this way it will keep this project always moving forward to its end goal. Completion of the study is only the first step. What to do with the information that is gathered is the most critical piece and this part will take a much longer time and will have many long-term ramifications if we are truly to reach reap some benefits from the study. I would like to add that the public and the City should continue to engage in ongoing discussions about systemic racism. We can ill-afford simply wait for the initiation and eventual completion of a study that would otherwise deprive us of valuable time to learn and address issues related to systemic racism. What has been done thus far with getting this study off to a good start? Thank you
- Tina Walsh – Marina's water remains in jeopardy of being stolen by Cal-Am, a private for-profit company that delivers water to their own customers on the Monterey Peninsula and not us. On Thursday, September 17th the California Coastal Commission will have a special meeting to decide whether or not to approve CalAm's request to install a well-field on the Cemex dunes. This date replaces the previous scheduled August meeting date. Citizens for Just Water is a group of residents who continue to fight to stop this CalAm project because of the harm it would bring to our community and to the habitat of our sensitive Western Snowy Plovers. The proposed slant well will take most of their water not from the bay but from the aquifers below our city; this groundwater is the only water source for Marina and the Ord Communities. What you can do to help is to download a free window poster at www.citizensforjustwater.org featuring our friend Grover the Plover pleading for help in several languages. We are asking everyone to print out this 8 ½ x11 mini poster and to display it in your front window, then take a photo of yourself and household members in front of the posted and email it to us at www.citizensforjustwater.org . The photos will be used to demonstrate to the Coastal Commissioners that the Marina community is united in their request for a denial of CalAm's proposed slant wells. While you're there please click on "sign up for updates" to be added to the email list to keep being informed about the threat to our drinking water. Soon we hope to see these posters with the Snowy Plover and the words Stop CalAm popping up in windows all over town. Thank you.
- Grace Silva-Santella – A few meetings back, it may have been your budget meeting a council member had asked that your Workplan Priority list come back to you to be, I think that it was actually a request for some additional information on it for FY 2019-2020 and FY 2020-2021 Workplan Priorities list and I think it came up at the time when requests are binging made of the council and staff for expenditures and there was a desire that you stayed on track with your projects; what still needed to be completed and what the budget links were for each one of those

projects. Asked if that was still going to happen, the Workplan Priorities List come back to you? Thank you.

- Carissa Mann – Was told that there might be a discussion on RV Parking ordinance but didn't see it on the agenda. If this is something that will be coming up in the next couple of council meetings considering the state of the economy. I went to Robert's Lake and met a few people there to try and understand what the situation was there in Seaside at the encampment that's currently there and a few people told me about what they've been experiencing. One was a family with an 8-month old baby and what she was telling was that she's been on a wait list for Section 8 Housing for 3-years. They ended up buying a used RV because they couldn't afford an apartment here; she's working at the moment. It opened my eyes to what's going on. I had a conversation with Emergency Services with the County, and they let me know there is only 150 hotel rooms for the medically frail homeless people in our county and we have more than 3000 homeless people in our county. I called the Coalition of Homeless Services and the woman who answered the phone almost immediately said all the shelters are full. There are essentially no resources and even a lot of outreach programs are not going out to encampments like they normally would because of the virus. I just wanted to put that out there because the drastic nature of it was not something, I was fully aware of until I actually had a conversation with people and made some phone calls. So, if we do end up discussing the RV parking situation please have some compassion when you're having that conversation and try to help figure out a place where people can park and not be kicked out or at least during this virus. We should be discussing some more permanent options for people if our shelters are full. Asked if there was an update on the MLK statue and if not, perhaps we could start polling in on where a location where it could be placed.
- Denise Turley – Covid-19 information, when do we expect the county to make major changes? County website on covid-19 is not working properly.
- Nancy Amadeo – Commented on the July 7th council meeting comments she made. Ran into the Mayor at a local restaurant where he introduced me to someone as the "person who tried to make him look bad for sitting on a piece of cement, but it didn't work". Mr. Mayor I didn't try to make you look bad. In my eyes that picture looked bad, you did that to yourself. I was looking to you to make a change. Simply saying "I didn't intend to offend anybody, but if I did and it sound as if I did then I'm sorry for that offence". It would have been simple, but instead you had to call it a piece of cement, a crumbling piece of cement. I found your language very disturbing, very offensive. Spoke about her great-great grandfather's incarceration in a Texas POW camp and his along with four others escape with the help of slaves and black and white women along the underground railroad and how he later became an attorney, a postmaster and elected as a Senator for California. He passed on his legacy of gratefulness to his family. Martin Luther King was a descendant of slaves who made a huge impact during the Civil Rights movement and continues to make that impact today; and we put him there. Still believes the Mayor owes those that were offended an apology.
- Carmen Lombardino – Spoke about the RV Street Parking ordinance and asked if the council could consider amending it to include a waiver for residents who own RV's or trailers to allow residents to park in front of their homes or within their city block for no more than 48-hours for loading and unloading for trips. Many people who own RV's park them in storage mostly outside city limits and it's extremely difficult to pack and unpack them. We came to the idea of 48-hours because of working schedules and the time it takes to prepare. Possibly having Parking permits for RV owners that can be applied for online, taking no staff time and the owners can print and post the permit in the location of the RV so any police driving by can see the dates it's allowed to be parked there; and maybe an active permit list can be given so that police would know where RV's are currently allowed for that day. A \$5.00-\$10.00 fee for the permit would be reasonable and limit on the number of permits that would be allowed per month. We would think this ordinance would

include all recreational vehicles including RV's, trailers and possibly boats. The current ordinance restricts all three. Asking for consideration of this amendment for the convenience of residents of Marina. Thank you for all you do for our city.

- Cristina Median Dirksen – Thank you Carissa for reminding us about compassion. Agrees with Kathy Biala and her thoughts on the study for systemic racism. Thank you, Lisa Berkley, for taking my calls, I put her in touch with a few people in our community looking at the County Office of Civil Rights. We have to do this very carefully with an eye on our special nuances of our community and its diversity. Gave a shout-out to Jeff Uchida and the team that's feeding our community. Covid has not got us beat but it really has us worried; there are many people within our community needing assistance and worrying about what next. As our community comes together, we really need to help. I thank the people at Marina Grocery Outlet for collecting well over \$3,000 that we distributed to needy families in Marina. This has got to continue. As we look forward to assess the needs of what's going on we definitely need to maintain services to people in need whether it's the continuation of our moratorium on the rent increases or something else that is beneficial to help those who are struggling. Hats off and thanks to the Marina Foundation and all the volunteers in our faith community. Thanked the Council for all the time and dedication to our town. It's a difficult time and you have difficult decisions in front of you and pray that you continue doing what you do with an eye on what's best for the community.
- Karen Andersen – No one want's to be called a racist. Things like that have happened in our social media lately and the term is offensive to us and puts us in a defensive mode. Who are we? For the most part we are white people. Member of the dominant race of the United States. For this reason, I'm now calling myself out as a white person. If I do not identify myself as a white person, it can seem to people of other races that I'm making the statement that I'm a member of the normal group of people residing in America and people of other races or of some group which must identify itself with a hyphen. I think this is one of the steps white people can take to move away from the racist foundations upon which America was built and move towards being antiracists. For being antiracist is about taking action; it is about discovering more about American history then there was time or inclination to be taught to us. It means diving deeper to learn what happened after the Emancipation Proclamation and after the Civil War to understanding what the confederate flag stood for then and stands for still; toward what happened to the formally enslaved people during reconstruction; toward learning the myriad ways white people used blatant or subtle ways to continue to oppress black people. There's a lot of uncomfortable history in race relations to discover between the end of the Civil War and the signing of the Civil Rights Act in 1965; and between the assignation of Abraham Lincoln and the assignation of Rev. Martin Luther King Jr.
- Margaret Davis – Commented on Kathy Biala's remarks about Marina being singled out on racism for district elections; it was a general legal requirement that all California cities move the district elections. The disparaging comments about Marina's alleged social climate that Ms. Biala read was boilerplate text used by a lawyer who went up and down the state suing the cities who had not implemented voting by district. I think that's important context to bear in mind. Thank you
- Cat Bare – In agreement to making amendments to our RV Ordinance; As for the Beach Road trees, wondered if the trees get sick after they build pipelines who would be responsible for damages to the houses that might have tree limbs fall on them?
- Council Member O'Connell – Read into the record of minutes: *It is understood by all elected officials that the public has a First Amendment right to speak to their elected officials in a less than flattering manner.*

On June 23, 2020, some members of the public expressed anger, and disappointment relating to the vote by their council members to defer the decision on the Martin Luther King, Jr. statue. Much of the frustration, disappointment and anger was based solely on the strong beliefs of the speakers.

Some, however, were based on the NextDoor Marina comments that not only misled some members of the public but created a political division in this city. Add to that the personal, negative and error-filled attack on a councilman by a former councilman, and you see the political division in this city.

This city is estimated to lose approximately 4 million dollars in revenue. We have over 60 projects and mandatory decisions outstanding and now, a pandemic. To imply that the city council majority that voted to defer the decision on the statue is not supportive of Black Lives Matter Too is absolutely unjustified. To express that if the council does not get its stuff together there will be a mass protest of 1,000 people is, in the eyes of some, counterproductive.

The finance director provided us with his recommendations as to the potential shortfalls of the revenue in the coming months, and how to address them. The council exceeded his recommendations by donating \$10,000.00 for the less fortunate, \$10,000.00 for the food pantries, and earmarked at least \$45,000.00 toward a study on racism in city government. Many may think that donations to the less fortunate, food pantries and racism in city government is not as important as a statue of Martin Luther King, Jr., but I honestly believe that Martin Luther King, Jr. would disagree with you if he were alive today.

To be painted by others as being unreasonable, prejudice or racists, is certainly disheartening, but to have the council's decision used on social media for political purposes is a tremendous disservice to all of the residents of Marina.

On April 4, 1968, in Indianapolis, Indiana, Robert F. Kennedy informed a campaign crowd of Martin Luther King, Jr's assassination. In part, he said: "What we need in the United States is not division; what we need in the United States is not hatred; what we need in the United States is not violence or lawlessness; but love and wisdom, and compassion toward one another, and a feeling of justice toward those who still suffer within our country, whether they be white or they be black."

We need to address all wrongs by working together to try and right them. This cannot be achieved with the "you against me mentality" that appears to exist in this city.

- Lisa Berkley – Part 2 of Policing: Building Trust in Communities of Color – we will be looking at The Application of Civilian Oversight in Marina and on July 24th at 6:00pm will be Part 3 Understanding the Role of Civilian Oversight. For more information you can email: www.info.from.marina.dems@gmail.com or you can go to: www.marinadems.org and view Part 1 – Overview of Marina Police Department and Part 2 discussing the types of Civilian Oversight. Provided update on Compassionate Marina, held first meeting last Saturday and it was a good beginning and we hope you will be joining us. If you are interested in continuing the conversation with us or seeing the video of what transpired you can reach out to us at compassionatemarina@gmail.com and then we will be scheduling a follow up meeting in about a week or so. Highlighted the Veterans Transition Center Event on Friday from 2:00-6:00 where there will be all kinds of food and services for veterans, services members and their families but also open to the general public. Spoke on comments she received from a couple constituents contact her relating to the Weekly news article and how they felt they weren't comfortable giving comment in public forum on inclusion and diversity issues. What they said was they were further uncomfortable not only by the phone but the way in which you responded in the last council meeting and they felt really offended. Both people asked that I bring this out and encourage you to look at your own systemic racism because you're working to be a leader in this field.
- Mayor Delgado – Thanked Lisa for all the work that she's doing on 3-Part Forum and look forward to catching up on the rest. On the systemic racism, racism, bigotry, predigest I have a lot of work to do within myself and one thing good for me on Black Lives Matter is that it got me thinking a lot long those lines so hopefully I'll become a better person than I was before George Floyd was

killed the way he was. I'll keep working on my weaknesses. Also thanked the Marina Foundation and all the volunteers for week 18 of food distribution on Tuesdays from 2:00-4:00 for seniors. and on Fridays from 1:00-3:00 for families at Los Arboles Middle School. Thanked all the volunteers who showed up to help with the litter cleanup at the Wal-Mart site large dirt field. It took 28 people and we gathered 16 large trash bags most of which had hand wipe dispensers at Wal-Mart and receipts from purchases.

- Mayor Pro-Tem Morton – Asked for confirmation as to whether or not the Recreation Commission would be able to meet to discuss the MLK statue placement? Do we have a definitive answer? Asked if the lot parking behind the County Supervisor's office still operational and a place for people to park safely? Who would the public contact regarding parking in that lot, is it the City or the County?
- Council Member O'Connell – Didn't we direct that the RFP for the systemic racism consultant come back to Council for review and public comment to make sure we covered what we considered relevant in the RFP?

7. CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

8. CONSENT AGENDA: *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*

a. ACCOUNTS PAYABLE:

- (1) Accounts Payable Check Numbers 95428-95551, totaling \$1,343,381.47
- Accounts Payable Successor Agency Check Number 50-51, totaling \$4,115.62

b. MINUTES:

- (1) ~~June 10, 2020, Adjourned Regular City Council Meeting~~

c. CLAIMS AGAINST THE CITY: None

d. AWARD OF BID: None

e. CALL FOR BIDS: None

f. ADOPTION OF RESOLUTIONS:

- (1) City Council consider adopting **Resolution No. 2020-92**, creating a Post-Employment Health Plan (PEHP) for City of Marina Employees.
- (2) City Council consider adopting **Resolution No. 2020-93**, approving the destruction of payroll records according to the City's Records Retention Policy covering the calendar years of 2009 to 2011.

- (3) City Council to consider adopting **Resolution No. 2020-94**, confirming levy of the special tax for the City of Marina Community Facilities District No. 2015-1 (The Dunes) for Fiscal Year 2020-21 as authorized by Ordinance No. 2015-03; and **Resolution No. 2020-95**, certifying City of Marina compliance with state law (Proposition 218) with respect to a special tax for the City of Marina Community Facilities District No. 2015-1 as authorized by Ordinance No. 2015-03 for Fiscal Year 2020-21.
- (4) City Council consider adopting **Resolution No. 2020-96**, approving response to the Monterey County Civil Grand Jury Final Report – “Sexual Harassment Prevention #Training Compliance”.

g. APPROVAL OF AGREEMENTS: None

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

- (1) City Council receive Monterey-Salinas Transit Contactless Fare Payment Announcement.

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

Mike Owen – notice that agenda item 8b(1) was not included in the electronic version of the packet on line and if council were to approve the consent agenda it would be without 8b(1)

DELGADO/BERKLEY: TO APPROVE THE CONSENT AGENDA MINUS 8b(1). 5-0-0-0 Motion Passes by Roll Call Vote.

9. PUBLIC HEARINGS:

- a. City Council open a public hearing and take testimony from the public and consider adopting Resolution 2020-, submitting to the voters at the November 3, 2020, General Municipal Election a Measure amending provisions of the Municipal Code relating to the regulation, permitting and taxation of commercial cannabis businesses, activities and land uses which would repeal Title 19 “Commercial Cannabis Activities,” repeal Chapter 5.76 “Cannabis Retailer,” add Chapter 5.80 “Commercial Cannabis Business Regulations” and add Chapter 17.47 “Commercial Cannabis Uses.”

Council Questions: Educational programs for youths? Nonconforming use for new store moving into a location that was previously held by another cannabis store? Can we change the total of cannabis stores? It was mentioned that the currently permitted businesses would become nonconforming uses or if they didn’t conform to standards in the new ordinance, does anyone on staff know if that would in fact create nonconforming uses for the current three permit holders? What are some of the worst-case scenarios for the Diva site if they had a legal nonconforming status? Would a change in ownership or changes to their building imperil their license? Is the Mortimer’s site within the 600-foot buffer? In the proposed ordinance what other typical changes that any kind of retail business might undergo would cause them to potentially lose their cannabis permit? When does this ordinance go into effect? Is there any consideration for people who already have permits in progress under the existing

ordinance? Did the original ordinance give the council some leeway to move the tax between two and one-half percent (2.5%) and five percent (5%)? If we're trying to get something passed that improves our deficiencies with state law etcetera but if in fact we found out in the future after businesses have operated in the City we could put it back on the ballot at a later date if we found that it's costing more to the city than tax rate is generating, correct? The buffer zone set by the voters is the set buffer zone, that's not something within council's discretion to adjust. Can the buffer zone be change by Council without going back to the voters? Signage – the San Diego ordinance suggested where is was limited to be one sign to only contain the name of the business, contain only alphabetic characters, limited to two colors and there is no secondary signs, advertising or displays viewable on the building. Would that be something that could be amended into this tonight? Quarterly tax collection timing? Should we have something in our ordinance about the prohibiting cannabis product vending machines? If any approved permit holders can't make it work at that location would they just be able to pick a new location and move to it because they were already approved by us or would they have to go back in the lottery hopper with the other two that didn't get accepted and they would get the next choice? Can cannabis permits be sold to another entity? Can we put provisions in our ordinance that prohibits the sale of their business or the sale of cannabis permits? What affects does the language for signage have on other businesses? Do we know if the state is reimbursing taxes to cities for youth education on cannabis? Can we expand the buffer zones to 2000 feet? Can we expand it so far that it's sort of a way killing cannabis? Is there a limit to expansion of the buffer zone after voter approval?

9:59 PM

BERKLEY/URRUTIA: TO EXTEND THE MEETING TO 10:30 PM. 4-1(O'Connell)-0-0
Motion Passes by Roll Call Vote

Berkley/Morton: that we opened a public hearing and taken testimony from the public and consider adopting Resolution No. 2020-, submitting to the voters at the November 3, 2020, General Municipal Election a Measure amending provisions of the Municipal Code relating to the regulation, permitting and taxation of commercial cannabis businesses, activities and land uses which would repeal Title 19 "Commercial Cannabis Activities," repeal Chapter 5.76 "Cannabis Retailer," add Chapter 5.80 "Commercial Cannabis Business Regulations" and add Chapter 17.47 "Commercial Cannabis Uses."; and

1. To include the new proposed ordinance regarding the signage to also include "that signs must contain only alpha-numeric or the linguistic equivalent symbols and it not portray any graphic images related to cannabis or cannabis related products":
2. That the retail businesses will not be any less than 600 feet from playgrounds, parks, childcare, youth care etc. as it is written; and
3. That a percentage or fixed amount of the business's revenue of no more than 10% must be donated to a partnership with MPUSD and relevant cannabis educational organizations for the purpose of youth education; and
4. An additional business transfer tax of 10% of any sale of the business license would go to the city which would be reviewed approximately one-year after the acceptance and implementation of this ordinance.

10:30pm

URRUTIA/BERKLEY: TO CONTINUE TO 10:45 PM. 3-2(O'Connell, Delgado)-0
Passes

Revised Motion

Berkley/Morton: that we opened a public hearing and taken testimony from the public and consider adopting Resolution No. 2020-, submitting to the voters at the November 3, 2020, General Municipal Election a Measure amending provisions of the Municipal Code relating to the regulation, permitting

and taxation of commercial cannabis businesses, activities and land uses which would repeal Title 19 “Commercial Cannabis Activities,” repeal Chapter 5.76 “Cannabis Retailer,” add Chapter 5.80 “Commercial Cannabis Business Regulations” and add Chapter 17.47 “Commercial Cannabis Uses.”; and

1. To include the new proposed ordinance regarding the signage to also include: *that signs must contain only alpha-numeric or the linguistic equivalent symbols and it not portray any graphic images related to cannabis or cannabis related products, and no more than three (3) signs be permitted:*
2. An additional business transfer tax of 10% of any sale of the business license would go to the city which would be reviewed approximately one-year after the acceptance and implementation of this ordinance; and
3. Direct staff to come back at a future meeting with a resolution and ordinance that does in order to get this to the County Elections Department by August 7th

Public Comments:

- Brian McCarthy – Shared what he learned with the effects of advertising cannabis. This is about prevention not prohibition. People in Marina clearly want cannabis and believes the Council has that responsibility to carry out that wish responsibly while protection our youth from access and misinformation. There is a lot we don’t know about cannabis use and we tend to argue that there’s not at least some parallels to tobacco. We’ve learned a lot in the last 50 years or research, science, regulation etc. on tobacco and for whatever reason that largely doesn’t legally apply to cannabis. For example tobacco billboards have been banned nationwide since the 90’s, yet today just 10 miles from where most of us are sitting you might have previously notices ads describing housing projects in the city of Marina and now more than likely notice cannabis advertisements. A lot of time it’s not easy to understand what’s being advertised. Our schools have a serious problem with cannabis use as we’ve seen in a letter provided to you. Over 40% of MPUSD 11th graders have reported using cannabis with a quarter of those reporting use over 7 times. I hope that you consider that not only in a motion today but as we go forward. Pointed out that a lot of the uses in our city has been approved the disadvantaged community is going to be affected most. We know this based on the Census data that disadvantage communities are going to be exposed to not only not one location, but all three locations chosen. An extra incentive to regulate signage because youths are heavily influenced by physical store advertising. A study from last year shows that retail establishments are the single most characteristic of exposure to advertising followed by digital advertising. I think you have a long road ahead. Glad the motion as presented includes the model language that Mr. Mandell has offered and thinks it’s the right way to go and hopes it get approved.
- Rene Kausin, Director of Family Services-Sunset Centers – Sunset Center focuses on youth education and like stated by Brian prevention not prohibition is what we’re striving for as well. Besides tobacco as you know Juul advertising did a real terrible job at preventing youth use, tobacco use with Juul and moving on to cigarettes was an all time high, which then lead to increase of supply and demand. They started getting lung diseases called Evaly due to a vitamin-acetate that was added as an additive. As you can see the lack of threat around the marijuana is present. We talk to kids constantly and 30% of high schoolers have reported use in the last 30-days with marijuana via smoking, edible’s or a bong or a vape. When it comes to those Evaly lung disease I was talking about a majority of those were THC products unfortunately with those we do have really high concentration of THC which can lead to a withdraw from marijuana. The kids are aware where these dispensaries are. In Seaside, when we talk to these kids they know exactly where they are. When we talk our kids in Marina they’re going to know exactly where they are.

As you guys know the Marina youths are really active in the community, they're constantly walking around; they're aware of exactly what's going on there and as I mentioned before the threat around marijuana for them is not very apparent. When we ask them whether a Juul is better than a wax pen they say the wax pen is better because it comes from a plant. When we ask them why they're using marijuana it can be anything from "to look cool to I'm stressed out about family things". A lot of kids are addicted right not to marijuana. So, whenever you guys do come to approve language, signage, youth education; and I appreciate Ms. Lisa for advocating for that youth education portion of it. We're a small team of three on the peninsula and serve all of MPUSD and we were lucky enough to get to about 4,000 students but we know there are more students that we're not reaching. If we did have the funding to increase our demand or to support other programs that are doing substance youth education that would be a huge deal and working with the dispensaries is also a great option. Wanted to encourage Marina and the Council to take into account some of those data points that I talked about and just know that we really are wanting to work as a community to protect our youth and to let them live and prosper in a positive community.

- Lynn Silver I'm the Director of Getting it Right from the Start Project at the Public Health Institute, which works with jurisdictions around the state trying to bring better cannabis policies that can protect youth and public health and social equity. We were please to see some of the protective measure in your ordinance however, we would encourage you to be even more protective of and proactive in protecting youths and having a legal industry but one that is not promoting increase consumption across the community. In addition to the data that Brian shared, 6.4 % of MPUSD 10th and 11th grader are not just using cannabis but they're using it daily or nearly daily, which is nearly double to the rate in Monterey County as a whole and the statewide rate of heavy use; and those are the kids that are going to get into trouble. As leaders of Marina you would want take action to protect against these issues. Recommends that these permits not be transferable and that that be something that's known to the owner in the beginning so that if there's a need to reduce the number of dispensaries in the future not to eliminated them but to adjust so that's possible. Regarding youth education, the state fund which should have been several Hundred Million dollars has been primarily redirected to childcare; a good goal but not youth substance abuse education, there's about \$30 million currently going out this year. Taxing adequately and using a system, for example such as an advisory group that our model ordinance shows how you can design a general tax and yet to some extent direct funds without it being legally earmarked is one way to support youth prevention programs through taxation. We recommend not allowing recreational delivery. We recommend the higher value for buffer zones at least for the high school and middles schools. The cap of six dispensaries in Marina is quite high compared to what is recommended and to the state average for other communities, so we suggest that you not having more than three physical locations in the community. The best way for you to get the funds you need for what Mr. Siegrist was suggesting would to have a higher tax threshold and to use a community advisor process to direct those funds towards youth protection and prevention.

10:45 PM

URRUTIA/BERKLEY: to extend to 11:00PM. 4-1(O'Connell)-0-0 Motion Passes by Roll Call Vote

- Eric Lightman – Was taken a bit by surprise by this change to the ordinance. We were one of the earlier groups that applied, went through the entire process and as you recall the voters of Marina did pass the ordinance and parks were not included in that buffer zone. Relying on that whole process and ordinance we went ahead and found a suitable location and spent lots of money on this and marched all our resources, played by all the rules, partnered with the UFCW, we did

everything right and we fought hard, worked our tails off and managed to get on of the CUP's that were awarded just this last month; and then here we are on the eve of getting this thing started and building out, our architect is working on plans and our builders are sticking by and we're ready to operate a fully compliant business and now the goalposts are moving on us and we're going to be made the only nonconforming business out of all three applicants. So, it seems that part of the provision is kind of targeting us whether by intent or not but what the effect has on us is that we are then a nonconforming business. I don't know if you are aware but it's impossible to get financing, take out a mortgage on a property on this kind of business. It immediately devalues our entire business, our entire license. Our business plan goes out the window and if we want to expand, we can't do that. I'm just pulling up the Marina ordinance a look at nonconforming some of the implications of this are that if our business is damaged, we can't rebuild, were out of luck. We just have to fold up shop and call it a day. Abandonment, during this time of Covid if we're not in continuous business for a period of six months then we're deemed to have abandoned the property. So, after all this time and investment, resources and personnel, we're doing everything right now we're learning that we're going to made nonconforming. It's actually starting at a disadvantage to the other applicants. So, what I suggest is a simple change to the ordinance which would state that that provision to the buffer zone that it's not retroactive. Otherwise, we are totaling in favor of this ordinance. What we don't support is moving the goalposts on an applicant that's already invested substantial sums into the process.

- Greg Furey – Unfortunately this is probably somewhat a terrible lesson about certain people on council wanting to rush through an ordinance before it was vetted properly as other people on council wanted to do. It's kind of catch 22, it's unfortunate for hopefully the process will serve as a template in the future for doing things correctly by crossing the T's and dotting the I's and not having to paint yourselves into corners like this. It's unfortunate especially for an applicant such as the man that just spoke. Good luck with this, thank you.
- Terry Tallon – Owner of the 7-acres on the eastern border of the Marina Landing Shopping Center. We been stakeholder in the City of Marina since 2005 and we purchase the K-Mart property that year, redeveloped that year and then leased it to Walmart in 2006. We came back a year later and reinvested in the land we have now and then the recession hit, and this key parcel of land has lingered ever since. We think for the purposes of this as an approved use that the Marina Landing Shopping Center as an ideal location and there's probably no better site in Marina as it is a commercial property that would generate more sales tax revenue than the Marina Landings Walmart Center. Walmart has stated to us that they do an excess of 8,000 transactions a day and the Dunes has really captured with all the retail and restaurant demand in the market so we would really like to find a manner with which to utilize this property. We've looked at other potential uses for this site, but it will take quite a bit of time. We simply ask that you maintain the state law and do not have any buffer zones for the parks within the 600-feet of the Marina Landing Shopping Center. We absolutely support the 600-feet or up to 1000-feet for schools. We see those as two different areas and this would confirm the state law. I'm not in this business, nor would I be in this business but we believe that the right operator could come in and with this amount of land create a contemporary mixed-use project and something that can benefit the CBD users as well as the other users of this product type. With the limited number of licenses that are allowed that would be the best way to drive revenue for the city. We simply ask that you support the state law and allow us the opportunity to try and create some value in this property and greatly appreciate your efforts, thank you.
- Cristina Medina Dirksen – Been listening to the discussion and listened to Brian McCarthy and agree with a lot of things he said but in listening to the gentleman from Stiizy he's already through the process and I just feel for where he is as a businessman and where he has invested in our city. I

would hope that this wouldn't have come to such a dead lining place and if you extend the decision for a special meeting, I hope more people would have their opinions heard. It would be interesting to know how many people were on the call waiting to hear. It's almost 11:00pm and all too often our meetings on important decisions go way to late into the night. You had a question earlier about diversity and why people are not paying attention to council, well unfortunately this is why. we have lives and things go late, so if you can delay some more people can weigh in, I think that might be the best option right now. Rushing something through is not going to be conducive for anyone. Thank you.

Mayor Delgado closed the public hearing for comments

11:00PM

Urrutia/Delgado: to extend to 11:05 PM 4-1(O'Connell)-0-0

BERKLEY/MORTON: THAT STAFF RETURN TO US NEXT WEEK WITH A REVISED RESOLUTION SUBMITTING TO THE VOTERS AT THE NOVEMBER 3, 2020, GENERAL MUNICIPAL ELECTION A MEASURE AMENDING PROVISIONS OF THE MUNICIPAL CODE RELATING TO THE REGULATION, PERMITTING AND TAXATION OF COMMERCIAL CANNABIS BUSINESSES, ACTIVITIES AND LAND USES WHICH WOULD REPEAL TITLE 19 "COMMERCIAL CANNABIS ACTIVITIES," REPEAL CHAPTER 5.76 "CANNABIS RETAILER," ADD CHAPTER 5.80 "COMMERCIAL CANNABIS BUSINESS REGULATIONS" AND ADD CHAPTER 17.47 "COMMERCIAL CANNABIS USES." WITH THE ADDITIONAL VERBIAGE:

- 1. TO INCLUDE THE NEW PROPOSED ORDINANCE REGARDING THE SIGNAGE TO ALSO INCLUDE: THAT SIGNS MUST CONTAIN ONLY ALPHA-NUMERIC OR THE LINGUISTIC EQUIVALENT SYMBOLS AND IT NOT PORTRAY ANY GRAPHIC IMAGES RELATED TO CANNABIS OR CANNABIS RELATED PRODUCTS, AND NO MORE THAN THREE (3) SIGNS BE PERMITTED (1SIGNED PER STREET FRONTAGE ON THE BUILDING,)**
- 2. THAT WE RECEIVE CORRECT VERBIAGE FOR A BUSINESS TRANSFER TAX OF 10% FOR THE SALE OF THE BUSINESS; AND**
- 3. DIRECT STAFF TO BRING BACK TWO (2) SET OF DOCUMENTS, THE FIRST BEING WHAT WAS BROUGHT BEFORE US TONIGHT WITH THE ADDED LANGUAGE ABOUT SIGNS AND THE SECOND SET OF DOCUMENTS WHICH WOULD INCLUDE ALL THAT AND ALSO INCLUDE THE TRANSFER TAX.**

Mayor Pro-Tem Morton asked the marker of the motion if she would accept that as a friendly amendment

Council Member Berkley accepted friendly amendment

Motion Vote: 2-3(Urrutia, O'Connell, Delgado)-0 Motion Failed.

10. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

11. OTHER ACTION ITEMS: Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.

Note: No additional major projects or programs should be undertaken without review of the impacts on existing priorities (Resolution No. 2006-79 – April 4, 2006).

- a. ~~City Council consider adopting Resolution No. 2020-98, supporting Proposition 15, Schools and Local Communities Funding Act of 2020. *Continued to August 5, 2020*~~
 - b. ~~COVID-19 Update and Direction from Council~~
 - i. ~~City Council consider adopting Resolution No. 2020-99, confirming the City Manager/Director of Emergency Services' issuance of a Third Supplement to the Proclamation of a Local Emergency temporarily suspending until September 30, 2020, the authority of any landlord to commence evictions on any residential (including mobile homes and mobile home lots) or commercial property within the City due to the tenant's nonpayment of rent, or a foreclosure, arising out of a documented substantial decrease in household or business income caused by the COVID-19 pandemic or the governmental response thereto and establishing certain eviction protection requirements. *Continued to August 5, 2020*~~
 - ii. ~~California State Guideline *Continued to August 5, 2020*~~
12. COUNCIL & STAFF INFORMATIONAL REPORTS:
- a. ~~Monterey County Mayor's Association [Mayor Bruce Delgado]~~
 - b. ~~Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.~~
 - c. ~~Proclamation of Local Emergency Update~~
13. ADJOURNMENT: The meeting adjourned at 11:07 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor



DRAFT

Agenda Item: **8b(2)**
City Council Meeting of
October 6, 2020

MINUTES

Wednesday, August 5, 2020

5:00 P.M. Closed Session
6:30 P.M. Open Session

**REGULAR MEETING
CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK SUSTAINABLE
COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR AGENCY OF THE FORMER
MARINA REDEVELOPMENT AGENCY AND MARINA GROUNDWATER
SUSTAINABILITY AGENCY**

Council Chambers
211 Hillcrest Avenue
Marina, California

Zoom Meeting URL: <https://zoom.us/j/730251556>

Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 730 251 556

1. CALL TO ORDER
2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

MEMBERS PRESENT: Lisa Berkley, Adam Urrutia, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado
3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*
 - a. Conference with legal Counsel, anticipated litigation – initiation of litigation pursuant to paragraph (4) of subdivision (d) of CA Govt. Code Section 54956.9 – one potential case.
 - b. Performance Evaluation of Public Employee, Unrepresented Employee – City Manager
 - c. Conference with Labor Negotiators: CA Govt. Code Section 54957.6
Designated Representatives: Mayor/City Council
Unrepresented Individual: City Attorney – Amend City Attorney Contract

d. Real Property Negotiations

- i. Property: Marina Equestrian Center, Consisting of approximately 27.235 acres
Negotiating Party: Marina Equestrian Association.
Property Negotiator: City Manager
Terms: Price and Terms
- ii. Property: Imjin Parkway/Landfill Site, APNs 031-101-039, 031-101-040, 031-101-041 and 031-101-042
Negotiating Party: County of Monterey and Successor to the Redevelopment Agency of the County of Monterey
Property Negotiator: City Manager
Terms: Price and Terms

6:30 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION

Robert Rathie, Assistant City Attorney reported out Closed Session: Council met in Closed Session at 5:00 pm. Two matter were taken up. With regard to agenda item 3a, information was provided, and no action was action was taken. With regard to agenda 3d(1) information was received, direction was given to the City Manager to start negotiations with the Marina Equestrian Association. Council reserved the right to enter back into Closed Session at the conclusion of tonight open meeting.

4. **MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE** (Please stand)

5. **SPECIAL PRESENTATIONS:**

- a **Award of Meritorious Service to Aaron Widener**
- b **Recreation Announcements**

6. **SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR:** *Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council's jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council.*

- Mike Owen – Sent Council an email earlier about the “words” that are posted on the dais in front of each council/commission seat, it’s a list of 8 reminders of how to “play nice” or good housekeeping for the Council. It listed things like don’t interrupt, listen and do not personalize issues. I was thinking that little list is not something that’s getting to you at your home laptop zooming these meetings. If you’re just participating in your own little domestic, nice cocoon type setting you may not be aware of the rule of etiquette for how to conduct these. You will have new council members joining you this year, some of which have never been on commission or councils. If they’re still doing zooming, I think that would be a good reminder for new members on the rules on how to conduct meetings. Asked if you’re not getting that as part of your packet that maybe if you think it’s appropriate the city clerk could attach that just a reminder. Asked if Terry Siegrist ahs ever been recognized or given a special award for all his efforts? He seems to be always giving our awards and recognition but never seem to be getting them for the amazing stuff he’s been doing day in and day out during times like now. Terry is a great asset to the city had hopes he can be acknowledged for his efforts.

- Nancy Amadeo – Agrees with both topics Mike spoke about. Commented about when raising her children, she taught them that when they get an apology it is important not to say that's okay because that says what was done was ok; and not to forgive unless you feel forgiveness but that an apology still needs to be recognized because it is extremely difficult for anyone to say I'm sorry. At the last meeting the mayor did apologize to me publicly and I wasn't able to speak again on that issue so tonight I want to publicly acknowledge his apology and to say thank you. So, Mr. Mayor thank you very much for the apology.
- Dan Amadeo – A month ago it was suggested that we needed to something to inform the public about how these new elections are occurring. District versus At-large. What I had heard originally was the County was going to do something, they haven't but I really think it's up to the city. The elections are getting close and given all the potential changes with Council Member Urrutia potentially resigning and Council Member O'Connell's potentially not running again but I think it is critical that the city does something.
- Kathy Biala – Marina's water is in jeopardy of being stolen by CalAm a private for-profit company that delivers water to our neighbors on the peninsula. Citizens for Just Water is a group of residents fighting to stop CalAm from building a Desalinization project on Marina's beach. The proposed slant wells will take most of its water not from the bay but from our aquifers below our city. This groundwater is the only source of water for Marina and the Ord Communities. There is a good alternative, the expansion of the Pure Water Monterey Recycled Water Project that could provide enough water for the peninsula for decades without harming any of our sensitive habitats. Please join the water townhall zoom meeting tomorrow Thursday, August 6th at 7:00pm to learn more about this threat to our drinking water. The Zoom link is: www.citizensforjustwater.org . On Thursday, September 17th the California Coastal Commission is having a special meeting to decide whether to approve or deny the CalAm project. Please let us know if you are able to make public comments during that zoom meeting, this is extremely important to us. You must have window signs with our Western Snowy Plover picture and the words Stop CaAm. This window sign can be downloaded from our website. Take a picture of yourself or your family in front of this window flyer and email it back to us. The photos will be used to show the Coastal Commission that Marina's residents are in solidarity in requesting the denial of CalAm proposed slant wells. Signup of updates on www.Citizensforjustwater.org so that we can keep you informed by email.
- Cristina Medina Dirksen – Gave a sincere thank you to the Marina firefighters who were gone from their families for two weeks on two separate fires and just got back. They were on one fire in Coalinga and one fire near Birdie, California. That was a long time for them to be away and they contributed greatly as part of a strike team. Noted that the Redistricting postcard can in today's mail and looked very much like what the Marina Foundation sent out about the food distribution. The County held a districting zoom meeting several weeks ago talking about how we are going to be doing our voting differently. Agree with Mike that Terry is the unsung hero for Marina and amazes her at everything he does and his ability to take calls and manager to organize quickly.
- Les Martin – Been living in the Dunes development area for about 4-years now and interested in talking about the blight. Understand that we received \$9.7 million to remove the blight and I see a lot of working taking place behind Target up on the hill, that's fantastic and looks nice now. My main concern is the area on 2nd Avenue by the swimming poll area and back in that area. It's going to be part of the Dunes area Phase II; is that scheduled to be removed soon? Is there a schedule for the rest of the work? Walked though the Cypress Knolls site and was shocked. It's like a ghost town and hope we put a lot of emphasis on getting rid of the blight. Would like to hear more about that.
- Kathy – Live in the Dunes and asked what the progress was for getting a grocery store in the Dunes area? Target is not a grocery store. There was talk about a Trader Joes, which I heard that Trader

Joes needed 1000 people in the area before they would consider it. Wondering if we are going to get a grocery store. There needs to be one there. I think we have enough people there that warrants one and I would like to see a Sprouts. Sprouts has fresh meat and fresh produce.

- Karen Anderson – This past week we saw the passing of Dred McCall who was a photographer who came out to all events including the Coastal Commission to record who all was there and what happened. Just want to say how sad she was that this Vietnam Vet had passed away out of our lives.
- Brian McCarthy – A couple of months back council discussed deed restrictions on what will the Phase of the Dunes and those deed restrictions will be written and approved by the City Attorney. Often times as a resident of Marina where we find problems in our own lives, we wonder how they affect our neighbors and other developments. In my neighborhood the deed restrictions were written very poorly. This was many years ago and I'm sure it wasn't related to any current staff; I don't know what the process looked like but I'm wondering if there's some benefit to having a public process in those deed restrictions? I really worry about new residents moving into Marina and being stuck with restrictions that are poorly written and unenforceable and will have to be rewritten by incoming residents, eventually anyways. Just a question to put out there for council to consider and hopes to get an answer either today or at a future meeting. Thank you.
- Liezbeth Visscher – Last May the Council had approved the Traffic Survey and wanted to know when we can expect the new signs to be installed and when can we expect the Marina Police to start enforcing the speed limits in our city? Thank you.

7. CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

8. CONSENT AGENDA: *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*

a. ACCOUNTS PAYABLE:

- (1) Accounts Payable Check Numbers 95552-95657, totaling \$396,199.98
Accounts Payable Successor Agency EFT totaling \$142.50

b. MINUTES:

- (1) May 21, 2020, Special City Council Meeting
- (2) June 10, 2020, Adjourned Regular City Council Meeting
- (3) June 16, 2020, Regular City Council Meeting

- c. CLAIMS AGAINST THE CITY: None
- d. AWARD OF BID:
 - (1) City Council consider adopting **Resolution No. 2020-97**, awarding the 2020 Reservation Road Pavement Rehabilitation Project to Granite Rock Company of San Jose, California for the amount of \$1,531,529, and; authorizing the City Manager to execute contract documents and all change orders on behalf of the City subject to final review and approval by the City Attorney, and; authorizing Finance Director to make necessary accounting and budgetary entries.
- e. CALL FOR BIDS: None
- f. ADOPTION OF RESOLUTIONS:
 - (1) City Council consider adopting **Resolution No. 2020-98**, approving the destruction of payroll records according to the City's Records Retention Policy covering the calendar years of 1986 to 2008.
- g. APPROVAL OF AGREEMENTS
 - (1) City Council consider adopting **Resolution No. 2020-99**, approving an agreement between 2nd Nature, LLC and the City of Marina for Environmental Services for the Retention Basin Annual Water Monitoring Study, and; authorizing the Finance Director to make the necessary accounting and budgetary entries; and authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.
 - (2) ~~City Council consider adopting Resolution No. 2020-, approving an agreement between the City of Marina and Ms. Cheryl Kent, for services as the COVID-1 Code Enforcement Officer AICP, and; authorize the City Manager to execute the agreement on behalf of the City.~~ ***Pulled from the agenda by staff.***
- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS:
 - (1) City Council consider adopting **Resolution No. 2020-100**, accepting the dedication of Public Improvements as shown on the approved Dunes Phase 1C (Formerly University Village) Improvement Plans and Final Map for Residential Phase 3, and; authorize the City Clerk to release bond securities, accept a warranty bond, and record acceptance with Monterey County Recorder's Office.
- i. MAPS: None
- j. REPORTS: (RECEIVE AND FILE):
 - (1) City consider receiving Investment Reports for the City of Marina and City of Marina as Successor Agency to the Marina Redevelopment Agency for the quarter ended June 30, 2020.
 - (2) Monterey-Salinas Transit Press Release – MST Reinstates Fare Collection & Front Door Boarding.
- k. FUNDING & BUDGET MATTERS: None
- l. APPROVE ORDINANCES (WAIVE SECOND READING): None
- m. APPROVE APPOINTMENTS: None

Council Member O'Connell requested to pull agenda item 8g(1) for a separate vote as he needed to recused himself from this item due to property location near his home.

City Staff pulled agenda item 8g(2) from the agenda for a future meeting.

MORTON/URRUTIA: TO APPROVE THE CONSENT AGENDA MINUS 8g(1) AND 8g(2). 5-0-0-0 Motion Passes by Roll Call Vote

8g(1)

Mayor Pro-Tem Morton asked if this was a necessary study in 2020?

MORTON/BERKLEY: TO APPROVE 8g(1). 4-0-0-0 Motion Passes by Roll Call Vote

9. **PUBLIC HEARINGS:**

- a. City Council continue discussion following closure of the public hearing and receipt of testimony from the public on July 21, 2020 and consider adopting **Resolution 2020-101**, submitting to the voters at the November 3, 2020, General Municipal Election a Measure amending provisions of the Municipal Code relating to the regulation, permitting and taxation of commercial cannabis businesses, activities and land uses which would repeal Title 19 "Commercial Cannabis Activities," repeal Chapter 5.76 "Cannabis Retailer," add Chapter 5.80 "Commercial Cannabis Business Regulations" and add Chapter 17.47 "Commercial Cannabis Uses." ***Continued from July 21, 2020***

Council Questions: Relating to the 4/5th vote on a tax situation, if we were to include the transfer tax at the last meeting would we be looking at a 4/5th vote? Clarification on the Parks, so the restriction is already in the packet, but Ch. 17.47.050 is the protection for the pre-existing licensee, correct? Do we have any regulations in our municipal code about the display of advertisements for alcohol in liquor stores, 7-11, grocery stores? If we did limit park distance do, we have any limit on park proximity to liquor sales whether they be restaurants, liquor stores or any other kind of liquor sales? Does anyone know if there is any movement to legalize marijuana federally? Marina Landing Shopping Center, would the grandfather clause allow for example Stiizy who's next to Jack-in-the-Box to move in the future to Walmart or would they be prevented from doing so? If the motion on the floor were to pass would the Walmart area be allowed cannabis?

Council Member O'Connell – I have a small amendment to the motion if it's agreeable. On page 12 of the staff report, part of the resolution, paragraph 14 of the resolution it reads "*base on all the information presented at the July 21, 2020 City Council...*" I'm asking right after the date simply put in "*and August 5, 2020*". Since we have information today. That's the only change I'm asking to be made to the resolution.

BERKLEY/MORTON: TO ADOPT RESOLUTION NO. 2020-101, SUBMITTING TO THE VOTERS AT THE NOVEMBER 3, 2020, GENERAL MUNICIPAL ELECTION A MEASURE AMENDING PROVISIONS OF THE MUNICIPAL CODE RELATING TO THE REGULATION, PERMITTING AND TAXATION OF COMMERCIAL CANNABIS BUSINESSES, ACTIVITIES AND LAND USES WHICH WOULD REPEAL TITLE 19 "COMMERCIAL CANNABIS ACTIVITIES," REPEAL CHAPTER 5.76 "CANNABIS RETAILER," ADD CHAPTER 5.80 "COMMERCIAL CANNABIS BUSINESS REGULATIONS" AND ADD CHAPTER 17.47 "COMMERCIAL CANNABIS USES." WITH THE ADDITIONAL NONCONFORMING USE AND SIGNAGE ADDITIONS WE HAVE BEEN PRESENTED WITH TONIGHT; AND THAT WE INSERT IN SECTION 14 OF THE RESOLUTION THE AUGUST 5, 2020 DATE. 3-2(Urrutia, Delgado)-0-0 Motion Passes by Roll Call Vote

Public Comments:

- Nancy Amadeo – It's important to pass a motion tonight and if this is the motion that will the number of votes needed; not really sure if the change in taxation was included in the motion because I'm not sure what was in the resolution but if it was then obviously your going to need 4 votes so, it's important that if this is a motion that all five of you could support that would be best but if at least four of you could support it that would be wonderful. But also reminding the council that any decision you make tonight if the public votes to support it you can make changes in the future to this ordinance at the council meeting. It doesn't have to go to the public again except on taxation. If you're concerned about the outlines of the parks and pass it tonight and you decide in the future that it's a problem you will have that opportunity to address it and any other problems that you see as this ordinance is enacted. I would avoid if possible trying to be too picky about it because unlike the current ordinance this one you will have the opportunity to update and recognizing that cannabis law is changing all the time it will be important to this council to be able to make sure the ordinance you have meets state law and eventually federal law.
- Kathy Biala – Thinks that the 60-foot buffer and the exception for previous licensed entities and the signage restrictions are appropriate. The staff report says "at this time staff has not been able to identify specific method for implementing youth education programs. Should council desire this effort is can be further investigated and implemented at a later date as this action does not require inclusion in the draft commercial cannabis ordinance of 2020". As with all initiatives not given formal consideration by a governing body and left to a later date, concerned that youth education on cannabis use will most likely be forgotten and displaced by many other priorities. We brought a legitimate business of cannabis retail to our community but in doing so we have also opened the door to another risk to our children. As a society we've allowed vaping only to be surprised later that we now have a serious and widespread problem related to vaping among youth. We have stood by and watched this predictable trend happen right before our eyes. The National Institute of Health reported an alarming rise in the number of American teens who tried vaping. If we bring cannabis to Marina for adults, as we have done, it is our ethical responsibility to anticipate abuse by children who do not have maturity to evaluate the potential harmful, physical and social effects of chronic cannabis use on developing brains. I will periodically be reminding you of your obligations and will do what I can to propose ways that our city can meet our obligations to protect our youth. I don't want us to look back some day to realize we could have tried harder to prevent this but chose not to. Will this council commit to considering some involvement in prevention programs for youth? Thank you
- Brian McCarthy – Agrees with Nancy's comment and I support Council Member Berkley's motion as an appropriate compromise to make on this issue for city residents. It should be noted that the City of Marina as a city still in the minority of California cities and municipalities who allow the sale of recreational cannabis are on the cutting edge of allowing this use and being a relatively early adopter to allowing this use has great responsibility to do this in a way that provides for the safety and wellbeing of all Marina residents, visitors and guests and in particular our youth. I would like to express how impressed I am of city staff who worked hard on this ordinance including the hired attorney/consultant Mr. Mandell for their extremely hard work on the ordinance. Although I do not in principle favor the grandfathering of legal nonconforming uses to be legal conforming given the city has not extended the same privilege to the dozens of small and medium sized mom and pop business the city will make nonconforming during the Downtown Vitalization plan. I also appreciate that this language is a compromise and if that's what it takes to protect the sensitive receptors such as recreation centers and parks then I support it. Glad there was discussion on regulating other uses and wanted to remind council smoking advertising has been heavily regulated for decades and in fact in my opinion is that tobacco industries so realize the

harm they've done to America's youth they reached a settlement agreement to nationwide regulate tobacco advertisement. So again, I support Council Member Berkley's motion and hopes for a unanimous vote.

- Grace Silva-Santella – Supports this motion and agrees with Nancy Amadeo that this is an important step to take and that if voters approve this you will as a council have the opportunity to modify to this ordinance in the future. Thank you

10. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

11. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

Note: No additional major projects or programs should be undertaken without review of the impacts on existing priorities (Resolution No. 2006-79 – April 4, 2006).

- a. City Council consider adopting **Resolution No. 2020-102**, supporting Proposition 15, Schools and Local Communities Funding Act of 2020. ***Continued from July 21, 2020***

Council Questions: is this a Prop13 modification and does it affect residential properties? Does commercial include multi-family housing? If I have a home business out of my single-family residence that I would not be affected? If someone owned a home and rented it out would that affect them? If it affects multi-family units such as apartment complexes and there's a change of an increase in tax that has to be paid by the owner of the apartment complex would be passed on to the tenants, what justification is there to potentially subject renters and multi-family homes to increase rents? When property management companies own thousands of units will their taxes increase and then in the likelihood be passed on to the renter? What about mixed-use units where the business is below, and the residence is on top? If the commercial property, even if it's residential has a value that reaches a plateau, a value that it would be reassessed, correct? Would our Walmart pay more? What does it mean to fully support this proposition?

URRUTIA/BERKLEY: TO ADOPT RESOLUTION NO 2020-102, SUPPORTING PROPOSITION 15, SCHOOLS AND LOCAL COMMUNITIES FUNDING ACT OF 2020. 4-0-0-1(O'Connell) Motion Passes by Roll Call Vote

Public Comments:

- Brian McCarthy – Appreciates Council Member Urrutia's consistent quest to ensure the city has adequate revenues sources. I appreciate the opportunity to learn a few things from Mayor Pro-tem Morton and Council Member O'Connell. I haven't done all my homework on this so I'm personally going to stop short of recommending support or opposing this Proposition. I liked that Council Member Urrutia did a back of the envelop calculation and according to that I found that Walmart in Marina likely pays less property taxes than my small neighborhood of dense housing, it takes up the same amount of land. I found that really interesting and something to consider. I wanted to mention some of the other municipalities that have decided to publicly support this Proposition. Alameda, Contra Costa County, Los Angeles Counties, San Francisco Board of Supervisors, Santa Clara County Board of Supervisors, Santa Cruz, Berkley, Emeryville, Oakland, Richmond, San Pablo. It sounds like this has a lot of support throughout the state and I really

appreciate the Council Members being able to bring this to the public for their education. Thank you

- Les Martin – I think we're talk about whether or not the Council should give us their opinion as the voters and I don't think we need you opinion, thank you very much but I don't think you should make an endorsement either way. The voters will decide. I also don't like the discussion about basically billionaires and all this; corporations are owned by the investors and do you know owns a lot of investment in this country are people who have retirement funds, let's not talk it's all billionaires paying these bills that's not necessarily true. If schools need more money and I don't understand why because we created a lottery system that was supposed to pay all the bills for schools in the past and I heard the lottery money wasn't really going to the schools. Now we have another reason why we have to raise taxes to fund schools. Schools need to be funded; I total agree. I think California is already one of the highest tax State in the country and I think we should leave it up to the voters to decide, thank you.
- Kathy Biala – I appreciate the careful conversations that have occurred on this and I think when we look at the description of Proposition 15 it's the tax on commercial and industrial properties which I think is appropriate and it says for education and local government funding initiative. Now, local government funding that means us and so I think that it's pertinent to our small jurisdiction; and in terms of those that have been so incredibly impacted by this emergency kind of crisis with Covid, it's education and local government. I don't know the history of Prop 15 but if it's occurring coincidentally with this Covid I think it makes sense that we have to look at the balance between who at present nationally have the money and who doesn't have it. I think that this Proposition is something that we should support, thank you.

b. City Council discussion on Procedure to fill Council Vacancy.

Council Questions: District 1 was mentioned and that included Council Member Urrutia's representation; because he is At-large it is my understanding that he represents At-large and that District 1 includes his residence, so he represents everybody? When you said we "may" choose someone At-large may we also restrict it to District 1? Questions about the 2008 council appointment process? Can you summarize for the public what the steps were used in 2008 to appoint a council member? Can we do a special meeting so that we don't sandwich this important matter into a regular meeting? Confusion on the balloting, can we do verbal votes? Do you remember the intent of the paper ballot? Was it to give some type of privacy to the votes? What would council members think about doing the "1,2,3" where each person gives their primary vote, secondary vote and third vote – Rank Voting? What is staff looking to get from the Council tonight?

DELGADO/O'CONNELL: TO ADOPT THE RESOLUTION NO. 2020-103, APPROVING THE PROCEDURE TO FILL COUNCIL VACANCY; AND THAT POSITION BE AT-LARGE4-1(Urrutia)-0-0 Motion Passes by Roll Call Vote

Public Comments:

- Nancy Amadeo – Was one of those appointed in 2008 and took Gary Wilmot's position. Prior to me Jim Ford was also appointed and when he was appointed, there was nine applicants and it took several rounds of voting before anybody got a majority. When I was appointed there were only four applicants and it was done in a single round of voting. I appreciate the idea of it being a special meeting; Does not remember doing an application beyond what you would do for a commission where you just basically state your name, address and you're a voter in the city; and if you want to attach a resume and state your experience that was ok. But primarily it was that time before the Council that was important. Council didn't asked questions, but you were given your

time to make your statement about why you thought you would be a good choice to be on council. I do hope this council, maybe not exactly but closed to it follows that process. Would rather see is rather than At-large having someone from the District; that means not only would the fulfill the term, but they would also be eligible to run at the end of that term. If they don't live in that district, they don't have the opportunity to run again. I would hope that you consider that, that you're not limiting somebody because they live in another district to only run for the two-years remaining on the term. Thank you.

- Cristina Medina Dirksen – Is there a scoring matrix or is there a matrix that exists where each candidate either fills particular needs or areas of expertise or is it simply a subjective process? Many corporations when they bring executives or people into their boards they'll have designated areas of either expertise or as we look through the lens of equity and diversity whether it's gender or... what can they bring to the council that can fill an important void in the representation of our community? It makes perfect sense to make it districted because as know the Census will change our boundaries again. It makes much more sense if we're moving to this representation of communities in a districted manner to have somebody representing that particular district. I urge transparency so for sure a special meeting on this where it's widely disseminated as we are having more town hall meetings it seems many more people are joining these conversations and for that I'm extremely grateful and extremely energized. So, lets take that momentum, lets open it up to everyone and anyone and let's seize the moment of what's going on in our country in terms of wanting to be part of our government and having a say.
- Kathy Biala – In choosing a council member in this manner with a vote by only four people when in any other circumstance hundreds of citizens in Marina would otherwise be choosing a council member is quite unusual and a big difference. I am in favor as with Nancy and Cristina of taking from a pool from District 1 for the same reasons that Nancy has articulated already. Troubled by only a three or four-minute presentation by each applicant. Assuming you don't know some applicants well, can you really make a decision based on three-minutes? This feels very much like going through the motions just to fulfill a minimum duty, but our choice of council member deserves more than this. The resolution says the council "may" ask questions of the applicant and I believe the council "must" ask questions, but I also hope these questions are not random as this may favor some applicants and disfavor others. Hopes there is an objective third party to be assigned the task of creating fair, objective and reasonable questions that are then asked of each candidate and each candidate is given an adequate allotted time to respond. Hopes that we take this much seriously than I think the resolution process currently spells out. Thank you.
- Brian McCarthy – Echoed what was already heard. I believe you the council will once again be in a difficult position to try and determine the will of the voters. During districting, the council on the record spoke to the desire of ensuring existing council member were located in the districts in which they lived. As part of the discussion I would be curious to here why the council as a body may or may not support that during this initiative but did support that during the districting process. I think the difference is that during the districting process at least the existing council members were guaranteed four-years as during this process any appointed person would only be guaranteed two-years and if they lived outside the of the district they would most certainly have to step down resulting in a lack of continuity of government. It might be pertinent to mention that voters recently approved an initiative to extend the term of the mayor, regardless of who the mayor is but because those voters appreciated and wanted that continuity of government in Marina. So, this issue of continuity in government is one that I think you really need to ask yourselves about. For that reason, I support what Nancy and other said about pulling someone from District 1 during this process. There's still an opportunity of course to make a substitute motion to allow for that and I think it's something that should be discussed and considered. I like the idea of Mayor Pro-tem

Morton's, here fire and I think we should do it like the Pope does and each council member in unison should light a coed fire from their chimney when this is all done.

9:59 PM

Urrutia/Delgado: to continue the meeting to 10:10PM. 3-2(Morton, Delgado)-0-0 Motion Passes by Roll Call Vote

- Paula Pelot – Having worked in government 26-years and having been sitting here in Marina for 23-years I have to say that I'm astounded to here people say who don't like the process of government and want to replace it with those of boards and directors and private organizations. There's municipal code; the municipal code has been there from day one of Adam's announcement that he made in the paper even though he hasn't put in a resignation officially, yet. It's been there and it's been there for people to read and my sense is that people don't like it because they're concerned about who may come forward from an At-large process. The other thing that I truly disagree with prior speakers is specifically about that; those speakers who spoke for the most part with one exception were the very people who spoke most specifically against district elections. They wanted At-large representatives and this position was elected as an At-large position, so it should go forward as such. I was speechless by listening to the prior speakers on this matter. I support the motion as it is. thank you

Substitute Motion

Urrutia/_____ : to approve the resolution as written with the stipulation that the applicants must reside in District 1 boundaries. Motion dies for lack of Second.

Council Member O'Connell Called for the Question, Second by Mayor Pro-tem Morton. 3-2(Urrutia, Delgado)-0-0 Call for the Question passes by Roll Call Vote

- c. COVID-19 Update and Direction from Council
 - i. City Council consider adopting **Resolution No. 2020-104**, confirming the City Manager/Director of Emergency Services' issuance of a Third Supplement to the Proclamation of a Local Emergency temporarily suspending until September 30, 2020, the authority of any landlord to commence evictions on any residential (including mobile homes and mobile home lots) or commercial property within the City due to the tenant's nonpayment of rent, or a foreclosure, arising out of a documented substantial decrease in household or business income caused by the COVID-19 pandemic or the governmental response thereto and establishing certain eviction protection requirements. *Continued from July 21, 2020*

URRUTIA/DELGADO: TO APPROVE RESOLUTION NO. 2020-104, CONFIRMING THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES' ISSUANCE OF A THIRD SUPPLEMENT TO THE PROCLAMATION OF A LOCAL EMERGENCY TEMPORARILY SUSPENDING UNTIL SEPTEMBER 30, 2020, THE AUTHORITY OF ANY LANDLORD TO COMMENCE EVICTIONS ON ANY RESIDENTIAL (INCLUDING MOBILE HOMES AND MOBILE HOME LOTS) OR COMMERCIAL PROPERTY WITHIN THE CITY DUE TO THE TENANT'S NONPAYMENT OF RENT, OR A FORECLOSURE, ARISING OUT OF A DOCUMENTED SUBSTANTIAL DECREASE IN HOUSEHOLD OR BUSINESS INCOME CAUSED BY THE COVID-19 PANDEMIC OR THE GOVERNMENTAL RESPONSE THERETO AND ESTABLISHING CERTAIN EVICTION PROTECTION REQUIREMENTS. 5-0-0-0 Motion Passes by Roll Call Vote

Public Comments:

- Ester Malkin – Represents Monterey Peninsula Renters United and wanted to speak tonight to the fact that I wanted to make the council aware of what is happening right now and is connected to the moratorium and these consequences that are coming our way but are also starting now. You may not be aware, but property management companies are sending out to current renters increasing their rents under AB1482, which they are allowed to. You guys need to extend these moratoriums, if you don't extend them and make the consequences of what will happen before and after a serious consideration.

~~i. California State Guideline~~ *Continued from July 21, 2020*

~~ii. Mask ordinance~~

~~iii. Outdoor dining~~

~~12. COUNCIL & STAFF INFORMATIONAL REPORTS:~~

~~a. Monterey County Mayor's Association [Mayor Bruce Delgado]~~

~~b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.~~

~~c. Covid-19 Update~~

13. ADJOURNMENT: The Council meeting adjourned at 10:12 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor



DRAFT

Agenda Item: **8b(3)**
City Council Meeting of
October 6, 2020

MINUTES

Tuesday, August 18, 2020

5:00 P.M. Closed Session
6:30 P.M. Open Session

**REGULAR MEETING
CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK SUSTAINABLE
COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR AGENCY OF THE FORMER
MARINA REDEVELOPMENT AGENCY AND MARINA GROUNDWATER
SUSTAINABILITY AGENCY**

Council Chambers
211 Hillcrest Avenue
Marina, California

Zoom Meeting URL: <https://zoom.us/j/730251556>

Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 730 251 556

1. CALL TO ORDER
2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

MEMBERS PRESENT: Lisa Berkley, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado
3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative..*
 - a. Conference with Legal Counsel, anticipated litigation – significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of CA Govt. Code Section 54956.9: two potential case
 - b. Real Property Negotiations
 - i. Property: Marina Equestrian Center, Consisting of approximately 27.235 acres
Negotiating Party: Marina Equestrian Association.
Property Negotiator: City Manager
Terms: Price and Terms

- ii. Property: Imjin Parkway/Landfill Site, APNs 031-101-039, 031-101-040, 031-101-041 and 031-101-042
Negotiating Party: County of Monterey and Successor to the Redevelopment Agency of the County of Monterey
Property Negotiator: City Manager
Terms: Price and Terms
- iii. Property: Marina Municipal Airport, South Tarmac, APN 031-112-002, a portion
Negotiating Party: Joby Aero Inc
Property Negotiator: City Manager
Terms: Price and Terms

Robert Rathie, Assistant City Attorney announced:

(1) that we will have a protocol just in case of any power failures. If the power should go out every half hour after that we will consider that at recess and resume the meeting provided power allows us to do so. If we are unable to reestablish connection tonight what we would like to do when we come back into open session is set up a contingent date and time at which we would continue this meeting as an adjourned regular meeting on Friday, August 21, 2020 at 6:00pm.

(2) We do have an item that has come to our attention this morning and with regret that I have to announce that Council Member Urrutia did submit his resignation this morning at 8:37 a.m. in an email to the deputy city clerk and that resignation took effect immediately. So, there is now a vacancy on the council, and we provided a report at the August 5th meeting on the protocol to procedures to go ahead and fill the vacancy so I won't go into that right now but as far as whether you want to consider finalizing those procedures tonight I believe that you could add that item to the agenda this evening as an item that came to the attention of staff after the agenda was closed and publicized and on which action needs to be taken before the September 1st city council meeting. That item could be added to the agenda with a motion, a second and then require vote of 3 out of the 4 of the council members.

Delgado/Morton: that we add to the agenda adopting a resolution approving the process to fill council seat vacancy as 11b.

Substitute Motion

O'CONNELL/MORTON: TO ADD TO THE AGENDA A RESOLUTION APPROVING THE PROCESS TO FILL COUNCIL SEAT VACANCY AS AGENDA ITEM 11a. 4-0-0-0 Substitute Motion Passes

Robert Rathie, Assistant City Attorney cont....

(3) On August 5th I did provide a report after the closed session to the effect that direction was given at that time to the City Manager to convey information to the Marina Equestrian Association concerning certain operations in the near future that would effect the operation of the Equestrian Center. I do have an update that was provided to me by the City Manager, it's a little unusual but I know this is a item that has taken the attention of the public and in the interest of transparency it would be good to just update the council and the public on what followed the meeting on the 5th. On Friday, August 7th the city manager and recreation cultural services director did meet with the representative of the Marina Equestrian Association Board of Directors. At that meeting the Equestrian Association was informed that the city would be having an item on the council agenda for this evening to consider the demolition of the old Fort Ord stockade. The city had concerns regarding the potential impact on the horses of the demolition activities and on the risks and liabilities and wanted to give the MEA Board of Directors and the owners of the horses as much

lead time as possible prior to the meeting this evening and we were providing a verbal request at that time that the MEA within 60-days may want to vacate the horses from the property in anticipation of the demolition contract. The intent was to give the MEA as much advanced lead time as possible and was not a written notice in anyway or discussion of termination of agreement between the city and the MEA. The city manager and recreation director imparted information the city was continuing to move forward with issuing the request for proposals seeking a concessionaire agreement and the MEA was already award of that issue. The request for proposals will be in accordance with guidelines approved by the council several years ago in conformance with the Program of Utilization for the Equestrian Center required by the National Parks Service. The city informed the MEA that they hoped the MEA would respond the new request for proposal. The city reiterated at that meeting that the city council was committed to keeping the equestrian open and operating. The city requested that the issue be brought to the MEA Board as soon as possible and that this item would be on a Closed Session for the meeting this evening to consider any suggestions or proposals from the MEA. A proposal was received by the MEA Board of Directors on August 15th and will be considered by the council.

We will take public comments on matters on the agenda this evening and one of those matters in the closed session but we would ask that public comment on the closed session be restricted to that item, which in case of the MEA it is just concerning price and terms of negotiation between the city and the MEA.

Public Comments on Closed Session Items

- Brian McCarthy –In the last 24-hours two devastating fire have broken out and necessitated the use of the Equestrian Center as an emergency backup site for animals throughout the region. The Marina Equestrian Association has really shined and provided service to our neighbors in need. To have an eviction in this time of not only a fire crisis in our region but certainly Covid-19 when people are struggling to pay their rents anyway is unconscionable. Heard that the National Park Service may take the land if the use in not appropriate. I think the National Parks Service is going to understand this post Covid-19 world and understand that things are a little bit different and understand that evictions may not be necessary or warranted at this time. Major changes at the equestrian center are long overdue and necessary but we need to ensure participation from everyone. I look forward to seeing that happen. Thank you
- Kyle Solevan – We are currently evacuating animals as we speak. Wanted to provide council with an update. We currently have 68 animals here and more arriving shortly. We are using this facility for public access; we are helping our community and truly with the safety and wellbeing of the animals as our priority. I hope you will consider that in moving forward in your closed session this evening. Thank you
- Emilee Burton – Works for a nonprofit called Hope Horses and Kids and we are a huge advocate for this horse community. We need places like the Marina Equestrian Center to stay open. There is nothing more important than having places like this to go in a time of need especially when we are dealing with not only Covid but major fires. We need to work together and figure how we can come to an agreement that works for both the City and Marina Equestrian Center. This community is here to stay, and we are not going anywhere, and we need all the support we can get during a time like this in the middle of a pandemic and the fires. We cannot take this away from our community. Our nonprofit works with kids and adults with special needs and if we were not here today, we may not have a program for the future. We must say 60-days eviction be rescinded; we need to stay here. We need to work to make this possible for all involved. Thank you

- Nichole Fisher, President Marina Equestrian Association – The 60-day notice especially now that we are evacuating many of the equestrian facilities that we would possibly be going to if we were needing to relocate for whether it be a temporary or permanent purposes may not be there anymore. There were already a low number of places to go and now there's probably even fewer. As the Board goes for the association, we would like to be at the table for any of the conversations about negotiations. We're not afraid of communicating with the city council; we encourage any communications and we want to in communications and helping the city council, city and community as much as we can. We just want to be at the negotiation table. Thank you
- Kathleen Vin, President of Monterey Bay Equestrians – Our concerns are the closure will close tail access. Closing down for now even on a temporary basis would close out access to utilize the arena and restroom that they maintain here as for a staging area. We are concerned about giving 60-days during Covid-19 for people to move their horses.
- Kelly Vasquez – Voice opinion that the 60-day notice whether its oral or written be rescinded. We are currently in the midst of an internationally pandemic and national crisis and now a fire emergency all of which make the evacuation of over 60 horses impossible and unconscionable. We ask again that it be rescinded. Also asked that a minimum we be allowed to continue on a month-to-month lease of the term that it is currently at and have that lease term extended because again during these particular times it is extremely difficult to find housing for our horses much less housing that is reachable as the Marina Equestrian Center is.
- Aina Gessaman – The 60-day notice is unconscionable in times of pandemic. People have limited hours and some have lost their jobs and to be able to move to another place is just impossible because not only financially but then physically there isn't room, before the fires there wasn't enough room in the barns for 60 horses locally. Believes the 60-day notice should be rescinded and encourages a longer lease.
- Margaret Davis, President of Fort Ord War Horse – Boarding at the MEC for 9-years and it would be malefices on the part of the city to sign a new lease with the Marina Equestrian Association. The city entered into a contract with MEA 20-years ago and MEA agreed to assume responsibility for developing a public park according to a 5-year plan. After 5-years the MEA failed to fulfil the terms of the contract and the city faced the real possibility that the National Parks Service would take the land back. MEA is not an asset of the MEC and it's outrageous to consider any further contractual agreements. As a horse person 60-days is enough to move a horse if you're motivated especially considering the public has been denied public access for 20-years.
- Michaela O'Brian – Has used the Equestrian Center extensively over the last 6-years. I believe the 60-days should be rescinded to give them time and, I would like that they are involved in negotiations and thank you for allowing us to talk. The Equestrian Center is a big asset to both Marina residents and everybody in this community.
- Krystal Giacomelli – We would like the 60-day rescinded. We have a horse at the MEC and that is not enough time to move one horse let alone 60. We remain open and have been there the last few days help out community and are always open in emergency situations like this and not just because of the fires. We are open 365-days. Moving forward with our lease agreement I think month-to-month bare minimum and ideally much longer than that. we are an asset to the community, and we are much needed. Thank you
- Angela Miller – With the lease agreement, how is the tenant supposed to invest in the facility when they are month-to-month? It's not plausible for the tenants. They do what they can, and you need to consider that. we put a lot of money by volunteer work not by cash into the facility to keep it safe and available for public access. We need to keep the 60-day rescinded. It's impossible to move during a pandemic. We're going into a recession and there's fires all over the place. It's unacceptable to ask this of the members here.

- Lindsay Beery – Last week we received a verbal 60-day notice from City Council pending a vote that will cast tonight. I want our city council members to know that a 60-day notice to bring this situation and crisis that we're in is morally reprehensible. I hear people on here wanting to mince words saying, "we just wanted to give you a head up so that you can get a head of the demolition, we weren't kicking anyone out". The Community is watching to see how you respond to its needs and right now this equestrian center is not only needed as managed it is essential. Thank you
- Richard De Andrade – Thinks the 60-day notice should be rescinded and considering the current conditions with fire, the environment and all the other things there should be a discussion with the Board of the Equestrian Center to discover ways to work together and work through this so that there could be a facility in place; considering the current situations and then work on a longer term plan to provide the POU's as dedicated by the National Parks Service in Trust for the land so that it can be a public benefit. The 60-day notice to vacate the premises is too short and no need for it.
- Jasmine Rubacobba – Asked that the 60-day verbal contract be rescinded. Our horses are surrounded by large trucks and lots of noise and I believe that their safety will be ok during the demolition of the stockade. Thank you.
- Unnamed speaker – 60-days is not enough time. This is really the only city park managed by the MEA. We would love to work with you, and we wish you would give us more time. We are very welcoming here and we would love to be docents and work with your guys, so please give us a chance. Thank you
- Chris Manuel – Retired military. Moved back to this area because of the MEA. The 60-day notice should be rescinded. Thank you
- Jennifer Pendergrass – Feels that the 60-day eviction should be rescinded. Seen firsthand the emotional toll this has taken on all the members here and the community and on top of the national/global pandemic and now the fires we are going through a lot. To require these people to find alternative long-term lodging for horses at this time seems unreasonable and immoral. There is a serious lack of potential locations and that now even less and those locations are more costly by a lot. Request council oppose the 60-day notice.
- Lindsay Alexander-Beavers – Aware of the month-to-month lease when boarding my horse. I've heard some community comments questioning why 60-days is not enough time to get our horses out when we've been aware that we've been on a 30-day lease but I ask the council do you all have a contingency plan in place if you lose your home? There are a limited number of horse boarding facilities on the peninsula and due to current events, several facilities have closed or stopped accepting new boarders. Please allow the Marina Equestrian Association to continue its month-to-month lease while the city works on developing its RFP. We look forward to responding to that RFP. Thank you
- Paul Beery – Has an issue with transparency regarding the decision making process from the previous closed session that resulted in the determination that the 60-day notice was a necessary consequence of the assessment by council that the demolition of the stockades would negatively impact the health of the horses at the Marina Equestrian Center. Based upon my conversation with both Mayor Delgado and Layne Long my understanding is that the direction to vacate from council is based upon a veterinary assessment that the health of the horses would be compromised. Spent time getting similar assessments from additional vets and the general consensus has been that the assessment you've gotten is at best speculative. Requested that council provide the documentation that lead them to the original assessment.
- Steven Martin – Thinks the 60-days is unfounded as the horses have been living here at the MEC next to the stockade for as long as this facility has been opened. There are numerous heavy trucks and industry that happens at the stockade. The horses have never reacted adversely to that noise

and as of recent there has been large construction equipment approximately 100-yards across the street on California removing old building material. There has been 45 horses and numerous other animals brought to this facility because of the fires and speaking of the 60-days, some of these animals have nowhere to go. Some of these people may have lost their houses.

- Vivian – Asked that Council rescind the 60-day notice, thinks it’s unfair. These horses live in a lot of noise and dust and wind. They’re used to that kind of environment. You must know that around this community the prices of boarding a horse is extraordinarily high. Most people don’t have those deep pockets to pay \$400-\$900 a month. I support keeping the facility, letting the horses be here during demolition and rescind the notice so we can move on.
- Sophia Taylor – Evacuated from River Road and the MEA/MEC welcomed us with open arms to the center. All of our animals are staying there right now, and they are taking amazing care of them. It’s good to know that there’s a community and center that have the resources available to us. I hope this facility can stay open for the community.
- Jane Minglana – I have been with the Monterey County Equestrian Center since they opened in 1995 when they took over from the military. To evacuate all the horses from where they are right now would be a bid hardship. We have gone through so much noise and all kinds of stuff over the years and it’s never affected the horses bad. I hope you reconsider your decision about evacuating all of us in 60-days.

7:30 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION

Robert Rathie, Assistant City Attorney reported out Closed Session: Council met in closed session this evening and received information and provided direction on two matters of anticipation of litigation, exposure to litigation; Council met on one matter of real property negotiations concerning the Marina Equestrian Center. Concerning that matter, the Council is rescinding the verbal request given on August 7 for the temporary removal of the horses from the Marina Equestrian Center. Council will be considering later tonight a contract for demolition of the Stockade. If that contract is approved the Council is committed to remain in close contact with the Marina Equestrian Association concerning the schedule for demolition activities.

4. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
5. SPECIAL PRESENTATIONS:
 - a Monterey-Salinas Transit Board Presentation
 - b Recreation Announcements
6. SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR: *Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council’s jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council.*

BERKLEY/DELGADO: TO LIMIT PUBLIC COMMENT TO TWO (2) MINUTE ON NON-AGENDA ITEMS. 3-1(Delgado)-0 Motion Passes by Roll Call Vote

- Rick Reinfurt – Good evening, Mr. Mayor and councilmembers. My name is Rick. I would like to read verbatim statements written by Councilmember Frank O’Connell and would like these entered into the public record, please. (Attachment 1)
- Kathy Biala – Read a statement into the record regarding Council Member Frank O’Connell (Attachment 2)
- Harvey Biala – Read a statement into the record regarding Council Member Frank O’Connell (Attachment 3)
- Catina Smith – Appalled that a Council Member would use his status and power to intimidate a member of this community, it’s wrong. Since I began engaging this community as a person of color, I’ve been disappointed over and over when it comes to issues of race and equity. Consistently keep hearing that Marina has no problem between races, that we don’t need a system racism study, it’s a waste of money and that people who talk about race or divisive in hurting our community. What’s really hurting our community are people that deny the difficulty of others and dismiss attempts and opportunities to really talk about the very real challenges people in our community deal with. We have a lot of work to do and it seems like we’re stuck. I don’t think Marina is full of racists because I’ve met people who are not. They’ve encouraged me and supported me during these recent violations in my freedom by racists in my community that believe I don’t have the right to fly a flag on my own property that says my life matters. That says to me that it’s ok to have rights on paper but when I demonstrate my rights and protest with a flag well that doesn’t work, not in my backyard.
- Andrew Turnbull – Horses can be desensitized to frightening but harmless stimuli more quickly than any other domestic animal. If the horse did not quickly desensitize to such stimuli once they determined it was harmless it would never stop running. So, the easily frightened horse once it’s convinced what frightened is harmless soon ignores it. Dr. Robert Miller explains why Steinbeck country equine veterinary refuted the claims that demolition on nearby property would be a threat to the operation of the Marina Equestrian Center. Stated he would send the Council an email with the 4-minute discussion he had congratulating you on the equine assisted therapy for humans that you have in place; to congratulate you on the fact that you have this excellent place for horses to come in the middle of a fire and I think you guys have a great center and I hope you support it.
- Cristina Medina Dirksen – Is there a policy with communications between council members and constituents/residents? If not, why? What parameters of communications are appropriate or not using your name as a council member or the seal of the city council? We had an issue earlier this year and this is something the council should address. Much thanks for all you do.
- Elizabeth Billingsley – Spoke about horses during war times and with all the bombing and noise the horses acted like nothing was going on. They were ok, so I don’t see why if their demolishing the prison over there the horses would be affected by that. I saw it firsthand. Also, where would these people take their horses to? Need to think about the good the horses and people do for the handicap and the people with PTSD.
- Fred Watson – Wanted to speak on agenda item 11c and given the light staff and the large number of speakers asked if council would consider continuing that item as it does not appear to be terribly critical and there might be a lot, so much before then the meeting might not reach that item. Thank you.
- Danielle Burchett – Heard a lot of white neighbors telling racially minoritized neighbors that they’re offended by their actions. Offended on Next Door by black neighbors hanging Black Lives Matter flags; offended at a Latino mayor for sitting on a piece of concrete while leading the effort

to raise over \$15,000 to get an MLK statue reinstated; offended by Asian-American city council candidate for possibly using terms like black and brown. These behaviors are disheartening to me and particularly concerned that a sitting council member is permitted to use a position of power in a community newsletter to repeatedly harass the city council candidate. Council Member O'Connell asked Marina voters whether we would vote for a candidate who conduct shows their racist; fortunately, with you not running for re-election voters won't need to decide whether or not to vote for someone who doesn't understand that black and brown are commonly used terms to refer to minoritized population. Is it an abusive power for a sitting council member to use their newsletter to repeatedly publicly harass a constituent and candidate? What actions can be taken to file formal complaints regarding the abuse of power and what would the consequences be? What is the timeline for getting a study of racism in our city leadership underway?

- Karen Andersen – I have been privy to Council Member O'Connell's email to Kathy Biala regarding her alleged request for people of color to stand with her for a photo-op. For the record, this photo was taken by a hotel staff member who was impressed by this group's presentations to the California Coastal Commission's March 12th meeting that she insisted she take picture of all the attendees to commemorate the event. Do you recognize the Marina members of Just Water? You should because they live here and have been representing Marina's best interest on this important issue. On March 12th this group traveled to Scottsvalley to make additional statements during the California Coastal Commissions public comment period to request that they deny CalAm's permit application. Everyone household in Marina or customer of the MCWD should be proud of the organizational zeal and passion Kathy Biala represents on behalf of all of us. It is an honor to be part of Just Water committee and thank you for the time tonight.
- Carissa – Frank O'Connell accused Kathy of using people of color because of their color. Then he proceeds to tell her to publicly announce why she did so; and if the information is not true, he would do everything he could to squelch it. How this reads to me is a man using lawyer talk to be as intimidating as possible to make Kathy either back out of here campaign or make her feel scared. Here is the real problem, Frank being a white man felt secure enough with is position in society to make nasty remarks and not expect to get push-back. Kathy on the other hand debated long and hard about whether or not to ever discuss this behavior because she knows she will receive push-back. She is a woman of color and she has experienced it her whole life. Smearing a candidate for the sake of political sabotage is absolutely inappropriate but unfortunately a norm in our country. Frank are you willing to apologize to Kathy and it there a way for emails to go un-noticed?
- Nancy Amadeo – Spoke about being an absentee voters and have always delivered our ballots early to City Hall and since City Hall is now closed to the public wanted to know what other site is available for us, the public to deliver our ballots to prior to the day of the election? As senior citizens we are uncomfortable going to our voting place so we would certainly like to do something that is less likely to involve the public, where we can put ballots in a secure drop box and not rely on the postal service. If that question can be answered to night or at the next meeting, I would appreciate it.
- David Brown – Council Member Frank O'Connell in an emailed newsletter, identifying himself as a Marina Councilman, recently misused his position as a council member to publicly criticize water activist and planning commissioner Kathy Biala supposedly for grouping people of color in a photo illustrating the opposition to the CalAm Desal Plant was opposed overwhelmingly by Marina residents, which is opposed by a cross section of our ethnically diverse city. What is wrong with that? She had people of diverse ethnicity posed with white males for a photo illustrating Marina's diversity and diverse opposition. For this, Councilman Frank O'Connell directed the word racist at Ms. Biala, shame on you Council Member O'Connell. What Council Member O'Connell has done is he has engaged in a race baiting attack on a woman of color for her advocacy on behalf of Marina residents of diverse background and added his official title to it.

- Phuong Nguyen – Kathy Biala has always expressed abundant pride in Marina’s multi-culturalism; shown a passion for building friendships with everyone imaginable and she knows firsthand what a fantastic thing we have here in Marina. In no other city on the peninsula do you see this diversity of Asian Americans, Latino American, Native Americans and White American living side-by-side. I was happy to hear that Ms. Biala would be running for the City Council, so were many other residents of Marina. It means they will have an incentive to get involved in our democratic process because there’s somebody they personally know whose running for office. When I heard that a Council Member Frank O’Connell was involved in race baiting with Ms. Biala, I was left disheartened and disappointed. Ms. Biala has dedicated her life to building bridges and opening doors for people of all background and of those who are unrepresented and intimidated with bureaucracy. Whether Ms. Biala wins a seat on the council is up to the voters but the least we can do is congratulate her on running, on hopefully get more people engaged in the political process because when that happens, we all win. Candidate should run on their experience, their plans and vision. There is no place for smear campaigns or intimidation tactics. Whether those kinds of scare tactics remain in the past is all up to us and I urge everyone to abandon those kinds of politics of fear and demagoguery. Let’s follow Ms. Biala’s example to bring us all together to build a better Marina.
- Sandi Cornfield – We have a 2 ½ year old grandson and trying to find things to go out and do during Covid has been really tough. The one thing that bring my grandson great joy is to go out to the stables to see the horses, have a little picnic and get to talk to all the volunteers out there working. He’s able to start learning about the environment, how to take care of an animal and to enjoy the squirrels and the other animals out there. I just hope that when this is reconsidered that you really keep the stables. It’s really an amazing place and hopes when he’s old enough he can take lessons out there.
- Peggy O’Connor – I don’t live in Marina but live close by and having the Marina Equestrian Center as a resource has been a godsend, doing good. There was not a lot of places that I could ride my horse and horses are being squeezed out of society for whatever reason and I don’t understand that. I really hope that you will keep the Marina Equestrian Center a viable alternative to people who want to ride. With the big fire on River Road it has been a sanctuary for horses and other animals so I would really hope that the City Council would reconsider terminating any kind of contract with the Marina Equestrian Center.
- Kathy – Wanted to respond to the previous speaker. Not sure if she was aware but there is the Monterey Zoo, which is an amazing place that is open currently. It’s a nonprofit organization run by Charlie. He has all kind of animals to look at for a reasonable price. It is open from 10:00am to 7:00pm 7-days a week.
- Krystal Jacomelli – We are part of the Marina Equestrian Association and wanted to let the council know that there are people in their trucks with trailers hauling animals that will probably not have a place to return to due to the fires. I love the Marina Equestrian Association and have been a member at-large for 4-years and when I first found this area, Marina, I was just in love. I know that we are not the most beautiful and we know we’re not, but we’re up for change and fixing it but our horses are safe, well loved and fed and I think we have enough community members and veterinarians that will reiterate that thought. We love our horses and I really do believe that we would want to see each and every one of you council members out there. I would love to personally walk you through.
- Margaret Davis – It’s important to understand how Marina acquired the MEC and why. The City applied for the land through the National Parks Service to develop a public equestrian center and park with public access and trail connections. The land transfer was conditioned on this use which was incorporated in 1998 the quitclaim deed as a city obligation forever. MEC’s Program of

Utilization was approved by NPS in 1998; the city then entered a contractual relationship with the MEA Horse Club, which agreed to develop the public park according to a 5-year plan. In 2005, MEA had failed to perform and Marina issued an RFP for a concessionaire, then sold it to a nonprofit. Gail Morton got a hold of the quitclaim deed, identified the legally enforceable covenant and drafted a petition to National Park Services to hold Marina to its responsibility for a public park and equestrian center. In 2012, the city established an ad-hoc committee to discuss developing the park. MEA and Friends of the Fort Ord Warhorse were full members of the committee. Many formal agendaized public meetings were held, findings were incorporated into an updated Program of Utilization; MEA was heard and very much was part of the process. In 2017, NPS informed the city that private horse boarding was not allowed. MEC is supposed to be a public park for us all, for horses, biking scouting, education, history, parties, Bauchi ball, etc. Council give us our public park; issue the RFP, thank you.

- Liezbeth Visscher – Marina’s water is in jeopardy of being stolen by CalAm a private for-profit company that delivers water to our neighbors on the peninsula. Citizens for Just Water is a group of residents fighting to stop CalAm from building a Desalinization project on Marina’s beach. Please visit our website www.citizensforjustwater.org and click on Sign up for Updates to be added to the email list. On Thursday, September 17th the California Coastal Commission will have a special Zoom meeting to decide whether to approve CalAm’s project or not. We need many people who can speak for 1-minute during the public comments. Please let us know if you are available to speak in the afternoon of September 17th, we can provide a script for you. More and more signs with the Snowy plover and the words Stop CalAm are being displayed in Marina and East Garrison. These window signs can be downloaded from our website www.citizensforjustwater.org. We ask everyone to print this 8.5 x 11 mini poster and to display it in their windows, then take a picture of yourself or your family in front of this window flyer and email it back to us. The photos will be used to show the Coastal Commission that Marina’s residents are requesting to deny CalAm’s proposed slant wells. Or please visit us at the Farmers Market every Sunday between 10:00am-2:00pm to get information, pick up a window sign and have your photo taken right there. Thank you.
- Paul Beery – Spoke earlier about the challenge of make a medically prudent decision about the health of my horses and I’m happy to hear there’s no immediate need to continue my investigation of that issue. I was discussing this issue with the Equestrian Center with one of my brothers and one of the things that occurred to me was I’ve always taken it for granted that things like public recreation would be readily available. In my experience every military installation emphasized the importance of recreation programs that serve the need, interests, health of every soldier and every family member and by doing so they foster a community of active like minded individuals who prioritize outdoor recreation as well as physical fitness and health. While that’s a nice sentiment it’s also one difficult to execute without enormous investment. The City of Marina and this Council has supported the publicly accessible affordable equestrian center that continues that legacy and once again I’ve taken the organization that’s made that possible for granted and I wanted to remedy that by saying thank you.
- Crissela – Thank you for the decision made in Closed Session. After surviving a terrible situation of domestic violence, I had the opportunity participate in a therapeutic equine training session at the Marina Equestrian Center. It was and remains to be one of the most powerful experiences I’ve had the honor of participating in and I’m ever grateful for the feeling it has and continues to provide me. This facility and members have always welcomed me and openly taken the time to educate both myself and several members of my family in the loving nature of these precious animals. I came from a childhood that only saw horses as an animal that only the rich could own; the Marina Equestrian Center and the MEA has proven to break that barrier and given the opportunity to the everyday family. In fact, as mentioned earlier several members of the MEA are

currently working at this very moment to emergency evacuate several horses and relocating them to the MEC. They are for our community.

- Greg Furey – Having witnessed the attempted character assassination of the one of the finest people I’ve ever know, Frank O’Connell, but I don’t say that because my affiliation with him as a politician or local council member but because I know a lot about him and the humanity that he’s practiced in his law practice. There are dog whistles in every form. They’re most frequently associated with white Caucasian males blowing a dog whistle on someone of color. Kathy Biala has been a friend of mine and I’m going to accuse her now of blowing the dog whistle. There isn’t a racist bone in Frank O’Connell’s body. I’m ashamed of you folks, because this is all orchestrated. Frank’s put 12-years of hard work into this city, saved the city millions of dollars. Call me whatever you want, I know who I am, and I know I’m fair. I don’t judge people by the color of their skin but by the content of their character. Frank’s character is 100% gold plated.
- Lindsay Alexander – Thank you for rescinding the verbal 60-day notice. The people at the Equestrian Center are incredibly motivated to move forward and work with the city for the safety of the animals. We thank you for that consideration. Thank you
- Ray Martin – Thank you very much for your decision in Closed Session, it’s brought a lot of relief to a lot of people out there, us and everybody else. We thank all the kind words everybody has said tonight. I want to address another item and that is with the person on your staff that has done a tremendous amount of work in the community and it’s your Recreation Director Terry Siegrist. He is an amazing an and he’s not recreation, he does everything. You need to commend him, thank him for all that he does for the city.
- Jane Minglana – Thank you for rescinding the 60-day eviction. The stables are like a second home to me, I spend most of my time at eh stables. Lives in Seaside but heart lives in Marina with her horse. Please try to keep the stables open for as long as possible because you have the Sgt. MacDonald Trail out there and my father’s first horse Comanche’s grave out there, so if you just keep in mind that the stables is all part of that. My dad reopened the stables for a purpose and maybe the fire was one of the purposes he had maybe prepared for and luckily the stables were there for the people who needed it. Thank you.
- Dusan Tatomirovic – I think that Frank O’Connell has been unjustly attacked tonight and very surprised at the well-coordinated attack definitely from an unexpected angle. I have know Frank for some 14-years now and in every communication I had with him, in every instance even if we disagreed I’ve never heard Frank or seen Frank as being a racist or being intolerant to any group being colored, non-colored or LGBT. This is completely unwarranted and unfair.
- Brian McCarthy – As one of your Planning Commissioners we have talked frequently the idea of climate refugees. As critical decision makers for our city I invite you and staff to really look around this week through the lens of climate refugees and yes maybe that even includes the horses that we’re currently housing and think about impacts this promises to have on our city going forward. The issues of global warming and environmental impacts promise not to subside any time soon. As a military child, career military contractor having serves several years in the war zone of Iraq and as the military spouse of an actively serving military soldier today I too look forward to the use of Equestrian Center that preserve and protects the rich military history this site can serve. Tonight, has shown the city that there is extreme interest in public participation in the future of the Equestrian Center. Please make sure the use of this center going forward, the decision going into that use is open to the public in the broadest sense possible; that we don’t rush into dusting off 20-year old plans and just simply using those without further question, discussion or debate. I look forward to the city preserving the rich military history and addressing the issues we discussed.

- Kim Stemler – For 16-years I’ve walked my dogs around the stockade and the Marina Equestrian park and my heart aches looking at the hazardous conditions at the Marina Equestrian Center. I get so sad looking at how these horses live. I know nothing about horses, but my heart knows when things are wrong. As public servants you have the responsibility to ensure that you are adopting inclusive practices and safe practices in public parks and what I have seen is not safe. I know people are so attached and so committed to this park and I am committed to keeping horses and the rich history, but I’m more interested in making this area inclusive. This has been a spot that has been available to just a privilege few of private horse owners and some public programs and that makes me ill. Would like clarification on whether we can lose the property because what mostly happens there is privately owned horses. If that is legal, I am all for, after the stockade is taken out creating a situation where we make a scale where there is affordability in horse boarding.
- Brian McMinn, PW Director – Announced over the last year we’ve made progress in the projects that are in the FORA CIP and one of those projects was Salinas Avenue and we’re still quite a few years out from actually doing any construction of that road but we did progress the environmental document and have it ready to circulate now. Staff will be sending out notices to the residents on that street and have scheduled Zoom meetings on September 2nd one at 3:00pm and the other at 6:00pm so we can give them an overview of where we are with the project prior to issuing the environmental document publicly. This is a chance for them to ask questions and provide some input.
- Council Member O’Connell – At the MST meeting on August 10th I had placed on the agenda for Board consideration the possibility of having the Martin Luther King Jr. bust displayed at the Marina Transit Exchange and I’m happy to announce that the Board unanimously approved giving direction to the MST staff enter into discussions with the City of Marina regarding the possibility of displaying the bust at the transit center on DeForest and hopefully the Executive Officer will contact the City Manager and staff to address that and hopefully come to a conclusion as to whether or not that is proper. As to the other matter relating to Ms. Biala. (Attachment 4)
- Mayor Delgado – Response to Council Member O’Connell’s comments (Attachment 5)
- Dr. Karen Pauline – Horse people rally together especially in California fires and unfortunately, we’ve gotten good at it. It’s always beautiful and commendable and usually the whole community rallies together from far and wide. The MEC is supposed to be a public park and supposed to be a full-time horse running facility with full-time lessons and I love that people care about being with the horses there and having the horses there but it’s not meant for having private horses. There should be full-time programs for the children there. We can just to fix up the facility and being told for a variety of reasons we discovered the operating agreement with the city and also the long history of this building. That is the last complete US Army Equine Veterinary Surgical Hospital in the country.
- Mayor Pro-Tem Morton – I have had the pleasure of serving on this City Council with Council Member O’Connell and on the FORA Board which is often a very adversarial situation with regard to protecting Marina’s interest. I practice family law and I’ve had cases where he is my adversary and I have always found Frank to be very respectful, a person of integrity, honest. I have never experienced anything that I would characterize as racism but I do also understand that I don’t have that perspective personally but if in fact things are ever said in our community among ourselves the Mayor’s point about having a rich discussion is well taken. We should have that rich discussion and we’ve set aside \$45,000 to try to get somebody in to facilitate that rich discussion but I did not feel that how this issue came before us this evening was a rich discussion, it felt like it was an attack. I don’t know what’s in the email. I wasn’t involved in any of this. So, I look forward to that study coming forward because I do want us all dialoging. It’s not this issue it’s a general issue that permeates our society and all of us are trying to be keenly aware it. Thank you.

7. CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*
8. CONSENT AGENDA: *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*
 - a. ACCOUNTS PAYABLE:
 - (1) Accounts Payable Check Numbers 95658-95778, totaling \$1,715,308.58
Accounts Payable Successor Agency Check Number 52 totaling \$318.28
Wire transfers from Checking and Payroll for June 2020, totaling \$960,652.98
 - b. MINUTES:
 - (1) June 23, 2020, Adjourned Regular City Council Meeting
 - c. CLAIMS AGAINST THE CITY: None
 - d. AWARD OF BID: None
 - e. CALL FOR BIDS: None
 - f. ADOPTION OF RESOLUTIONS:
 - (1) City Council consider adopting **Resolution No. 2020-105**, declaring growing weeds, rubbish and/or refuse accumulations upon certain specified private property parcels to be public nuisances; authorize notice to abate such nuisances; set public hearing date of Tuesday, September 1, 2020, to receive objections to abate such weeds, rubbish and/or refuse; set public hearing on or after Tuesday, October 6, 2020, to confirm any assessment of costs for weed abatement to be levied against any parcel not in compliance, and; direct filing of such levy with Monterey County Auditor-Controller's Office.
 - g. APPROVAL OF AGREEMENTS
 - (1) City Council consider adopting **Resolution No. 2020-106**, approving advertising and call for bids for the City of Marina Municipal Improvements On-Call Contract 2020; and, accepting the Specifications.
 - h. ACCEPTANCE OF PUBLIC IMPROVEMENTS:
 - (1) City Council consider adopting **Resolution No. 2020-107**, accepting the 2019 Citywide Street Repair Project, and; authorizing filing of Notice of Completion with Monterey County Recorder's Office.
 - i. MAPS: None
 - j. REPORTS: (RECEIVE AND FILE):

(1) Monterey-Salinas Transit August 10, 2020 Board Meeting Highlights

- k. FUNDING & BUDGET MATTERS: None
- l. APPROVE ORDINANCES (WAIVE SECOND READING): None
- m. APPROVE APPOINTMENTS: None

DELGADO/MORTON: TO APPROVE THE CONSENT AGENDA. 4-0-0-0 Motion Passes by Roll Call Vote

DELGADO/MORTON: TO POSTPONE AGENDA ITEM 11C, DEL MONTE EXTENSION TO FRIDAY. 4-0-0-0 Motion Passes by Roll Call Vote

9. PUBLIC HEARINGS:

- a. City Council consider opening a public hearing, and; consider introducing an ordinance for first reading by title only deleting Municipal Code, Title 8, Chapter 8.24 “Security and Fire Alarm Systems,” and replacing it with new Chapter 8.24 “Alarm Systems”.

Mayor opened the public hearing for public comments

- Brian McCarthy – Talked to the Fire Chief about this issue before and today I exchanged an email with him as well and that is as Marina builds up new homes there are new types of fire alarms, specifically there are fire sprinklers that are built out in these new homes and there are bells that are generally associated with those so when the sprinklers go off the bell rings. The problem is living in a coastal town we are susceptible to a larger amount of rust than most towns throughout California. What happens in some cases and certainly in case of my house which is equipped with two fire bells and sprinkler systems they have both rusted and fallen off so if my house catches on fire my neighbors are not going to benefit from the protection that those bells offer until I get those bells fixed. Some coastal towns such as Fort Bragg, California has enacted in their ordinance language that require annual inspections for NFP25 and reports provided to the fire chief. I hope I can continue to have discussions with the Fire Chief and that you will consider this maybe as part of this ordinance should there be an inspection requirement.
- Elizabeth Billingsley – I have alarms in my house, but I couldn’t have sprinklers because I don’t have a ceiling, I have open beams so where would that leave me?

Council Question: How old are the current fees? Are these fees adequate to cover our costs?

DELGADO/MORTON: TO APPROVE INTRODUCING AN ORDINANCE FOR FIRST READING BY TITLE ONLY DELETING MUNICIPAL CODE, TITLE 8, CHAPTER 8.24 “SECURITY AND FIRE ALARM SYSTEMS,” AND REPLACING IT WITH NEW CHAPTER 8.24 “ALARM SYSTEMS”. 4-0-0-0 Motion Passes by Roll Call Vote

- b. City Council adopting **Resolution No. 2020-108**, approving Updated Cannabis Business fees in accordance with the 2018 Voter Approved City of Marina Commercial Cannabis Business Activities Ordinance; and authorizing Finance Director to update the City-wide fee schedule accordingly.

Mayor opened the public hearing for public comments: None received

Council Questions: None received

BERKLEY/MORTON: THAT WE ADOPT RESOLUTION NO. 2020-108, APPROVING UPDATED CANNABIS BUSINESS FEES IN ACCORDANCE WITH THE 2018 VOTER APPROVED CITY OF MARINA COMMERCIAL CANNABIS BUSINESS ACTIVITIES ORDINANCE; AND AUTHORIZING FINANCE DIRECTOR TO UPDATE THE CITY-WIDE FEE SCHEDULE ACCORDINGLY. 3-1(O'Connell)-0-0 Motion Passes by Roll Call Vote

10. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

9:55 pm

O'CONNELL/BERKLEY: TO EXTEND THE MEETING TO HEAR THE NEW 11A AND ADJOURNED TO FRIDAY, AUGUST 21, 2020 AT 6:00PM. 4-0-0-0 Motion Passes by Roll Call Vote

11. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

Note: No additional major projects or programs should be undertaken without review of the impacts on existing priorities (Resolution No. 2006-79 – April 4, 2006).

New Agenda Item 11a - City Council consider adopting **Resolution No. 2020-109**, approving the process to fill council seat vacancy

Robert Rathie, Assistant City Attorney - Council Member Urrutia did submit his resignation this morning at 8:37 a.m. in an email to the deputy city clerk and that resignation took effect immediately. So, there is now a vacancy on the council, and we provided a report at the August 5th meeting on the protocol to procedures to go ahead and fill the vacancy. The City Charter, Section 1.03 states: "that a vacancy in the elective office of council member shall be filled by the appointment by the council. Such appointee to hold office until the next general municipal election and until a successor is elected and installed. The council has a 40-day period within which to fill this vacancy. Should the council fail to act within that 40-day period then that task would fall to the Mayor.

The deadline for placing a seat on the general municipal election ballot for November 3rd was 113-days prior to that election, which passed on July 13, 2020. So, therefore, it is not possible to put the seat on the election for the general municipal election to be held in November.

The Charter does not allow for a special election to be called to fill the council vacancy instead it requires that the council or mayor appoint a person to fill the vacancy and that such appointment continues until the successor can be elected at the next general municipal election, which would be November of 2022.

As you know council recently transitioned to district election so the inquiry logically would be must Council Member Urrutia's seat be filled by someone from his District 1 area or can it be filled by an applicant city at-large? The answer is because the new vacant seat is at-large, an at-large seat. Adam was elected at-large, the appointed replacement can be filled from the city at-large. The appointee could but not necessarily reside in District 1. The council member elected term was set to expire November 2022 and at that election his seat could be filled only by someone from District 1.

DELGADO/BERKLEY: TO APPROVE RESOLUTION NO. 2020-109, APPROVING THE PROCESS TO FILL THE CITY COUNCIL VACANCY. 4-0-0-0 Motion Passes by Roll Call Vote

Council Questions: None

Public Comments:

- Brian McCarthy – Announced his intent to apply for this vacancy. Do you want to clarify the way in which you choose to vote on applications? Will you wait until a motion is made and then seconded? Will you choose voting order by lottery? How will that work? It doesn't seem to be clarified in the actual procedure.

- ~~b. City Council consider adopting Resolution No. 2020, awarding the Base Bid and Additive Alternate Bid for the Stockade Complex Hazardous Material Abatement and Building Removal Project to Resource Environmental Inc. of Long Beach, California in the amount of \$1,165,000, and, authorizing the City Manager or designee to execute contract documents and all change orders on behalf of the City subject to final review and approval by the City Attorney, and, appropriating \$2,050,000 in funds received from the former Fort Ord reuse Authority to the stockade removal project (project #HSF2101), and, authorizing Finance Director to make necessary accounting and budgetary entries.~~
- ~~c. City Council consider adopting Resolution No. 2020, approving Amendment No. 1 to the On-call Construction Management and Inspection Services between the City of Marina and Wallace Group, Inc. to increase the annual contract limit to \$600,000 per fiscal year; and authorizing the City Manager to execute the amendment on behalf of the City subject to final review and approval by the City Attorney.~~
- ~~d. City Council consider adopting Resolution No. 2020, receiving a presentation & providing comments on the Del Monte Boulevard Extension and Patton Parkway Connection Project.~~

12. **COUNCIL & STAFF INFORMATIONAL REPORTS:**

- a. Monterey County Mayor's Association [Mayor Bruce Delgado]
- b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.
- c. Covid-19 Update

13. **ADJOURNMENT:** The meeting adjourned at 10:25 pm to **Friday, August 21, 2020 at 6:00PM**

ATTEST:

Anita Sharp, Deputy City Clerk

Bruce C. Delgado, Mayor

Good evening, Mr. Mayor and councilmembers. My name is Rick. I would like to read verbatim statements written by Councilmember Frank O'Connell and would like these entered into the public record, please.

In his May Newsletter, Councilmember Frank O'Connell asks:

Would you:

Vote for a candidate ...who uses diversity of population as a reason to elect him or her, but refers to people by their skin color?

In his June Newsletter, he asks:

Would you vote for a mayoral or city council candidate... whose conduct tends to show that he or she is a RACIST?

On July 2, 2020, Mr. O'Connell sent the following email to Kathy Biala:

Ms. Biala,

I have become aware of a matter... that is of great concern to me, and I want to confirm this information as true or false. Did you earlier... this year... seek to have a photo-op in which you.... specifically requested... that black, brown and other people of color... stand behind or with you... in the photo? If so, I find it very, very disturbing... that you would refer to people by the color of their skin... and not by their names. It appears to be an obvious case... of using people of color... because of their color. If you did so,... what justification do you have... for identifying any persons by the color of their skin... instead of by their names?

I urge you to make others aware of your reasoning... by public comment at town hall meetings, city council meetings, planning commission meetings, NextDoor Marina, Facebook, Twitter, and letters to the editors of the various local newspapers.

If the information is not true, I will do everything to squelch it as soon as possible.

I look forward to your response.

Sincerely,

Frank O'Connell

Marina City Councilman

I must emphasize: "Frank O'Connell, Marina City Councilman"

On 7/23/20, Mr. O'Connell sent another email to Kathy Biala:

Ms. Biala,

I know you are busy with campaign activity, but you owe the voters of Marina a response (denial, admission and/or explanation) to the email below.

Please respond by this Friday.

Take care.
Frank O'Connell

(He re-included the previous email, in full, that was signed Frank O'Connell, *Marina City Councilman*)

Then in his Aug Newsletter, he writes:

Questions to Candidates: Please ask questions of the candidates. Limit them to city issues and not derogatory, insulting, or disrespectful. As of July 2nd, I submitted questions on city issues to Candidate Biala. I resubmitted them to her after I had announced that I was not a candidate. To date she has failed to respond to the questions. We must insist that city related questions be answered by the candidates.

This is the end of my reading. Thank you for your kind attention. Other speakers will be referring to these statements.

Public Comments delivered at the Marina City Council meeting of August 8, 2020 by Kathy Biala and Harvey Biala.

My name is Kathy Biala. Frank O'Connell has demanded that I respond to him in a whole host of public venues, and so I do this tonight. I have deferred my comments until after the deadline for candidate filing so as to make this solely about a sitting councilmember's behavior towards a constituent.

I believe that Mr. O'Connell has the freedom to criticize me as an individual OR as a candidate if he had chosen to run again. What is most disturbing about these statements is that he does so, signing with his title "Marina city councilman" while he makes false accusations related to race to call out a person of color.

I found Mr. O'Connell's actions distressing, especially in the back drop of Black Lives Matter and our nation's sensitivity to curbing hate and injustices. He wrote his Newsletter entries insinuating racial bias on the part of people of color at a time in which he knew that two declared candidates, myself being one and Cristina Medina-Dirksen, the other, both of us women of color. I would have hoped that Marina would be glad that people of color are stepping up to run and may the best man or woman win. He has also claimed his questions are a matter of "city related issues". But to raise issues of race using false rumors and making demands as a Councilperson, is quite unacceptable to me and should be to others.

In truth, his persistent communications were quite hurtful and intimidating to me, because it was aimed not at anything I have legitimately done or said, but his attacks were more about ME...my race, WHO I am. Over these last several weeks, having to grapple with my own many thoughts and feelings, I have come to understand much more about systemic racism.

Sadly, I am hearing of more personal attacks in Marina on people of color and those who support them, using unkind language or threatening actions. Each of us must stand up to respectfully confront these types of bullying and intimidation whenever they occur. I believe there are more of us who believe in inclusion and acceptance than those wishing to act or speak aggressively against others. And as a friend has posted on his car window, "Silence is not an option", so I take a personal risk here tonight in responding to Mr. O'Connell's actions as I, too, have an obligation to not be silent.

Thank you.

Harvey Biala would like to speak from this same computer.

My name is Harvey Biala. I wish to explain to you the significance of what has occurred in the numerous posts by Councilmember O'Connell and his personal demanding emails he has sent to my wife under the authority of his position of power as a councilmember. All the identified posts were about race... a white person seemingly wanting to accuse a person of color of being a racist. Such comments have been inflammatory, demeaning, aimed at inciting ill will towards my wife and completely untrue and unfounded.

The words of Councilmember O'Connell demonstrate to me that there is a complete lack of awareness by white people in positions of power to understand how their actions impact people of color. We, as white people, never fully understand the vulnerability of persons of color to be vilified, dominated, humiliated, and blamed as they try to go about their daily lives and has the end effect of intimidating and silencing them.

Without any provocation, Mr. O'Connell speaks of a nameless photo that he appears to have heard about from an unidentified person that he now insinuates some nefarious racial intent. It was wrong for someone to transfer such false whisperings to Mr. O'Connell and then it was wrong of Councilmember O'Connell to begin harassing my wife and making unwarranted demands for explanations from his position as a councilmember as if she were guilty of some crime. There should be an inquiry into Mr. O'Connell's behavior by impartial persons at the City since he acts in his authority as a councilperson. He has made this a *systems* issue. This inquiry should be *less* about whether my wife did anything wrong but more about whether it is appropriate for a sitting councilmember to repeatedly make such unfounded accusations about race issues to a constituent of color. How we treat this incident today will be reflective of how we see and handle systemic racism in the future. Isn't this what our city has committed to study? This will be our first example. It is not "out there" somewhere, it is right here.

It is not up to my wife to explain *anything* to Mr. O'Connell. It is up to this council to stop this behavior.

Thank you.

Council Member Frank O'Connell – Comments on Matters not on the Agenda for August 18, 2020

As to the other matter relating to Ms. Biala, to say that I'm shocked or surprised is obviously in my mind not the correct terminology. I have known Ms. Biala for many years, we've had coffee, I've interviewed her and recommended her twice to the Planning Commission; we have been at birthday parties; we've met at the democratic club; we have always been cordial towards each other and never used any negative comments towards each other that I'm aware of. I am thoroughly surprised that this would be done and that the email I sent to her was one of true concern by me because I became aware of a concern from others as to comments that were allegedly made. This email that I sent to her on July 2nd I believe was after I decided not seek reelection. Again, I did not hear up until this evening did not hear any response from Ms. Biala or anyone relating to the email and I had hoped that I would so that I could, as I said in the email squelch concerns that anyone may have on it. This is an example, in my mind a true honest intent by me to make her aware when I knew that she was going to be a candidate or actually had considered to be a candidate, aware of the situation that may exist so it could be addressed before it got out of hand; and what has now happened it has been flipped to make it look like Frank O'Connell who is not seeking reelection is somehow a racist or somehow trying to pick on her or make her look bad. That email was strictly between the two people, myself and Ms. Biala. She has chosen to make it public to other people she certainly has the right to do so, but I have not, and I will not. If people are offended by my concern to make her aware of what I had heard, then there is nothing I can do about it. As far as Mr. Furey and Dusan's comments favorable to me, I honestly don't feel that those should be even necessary. I have 12-years of working very hard for this city and I think you Mr. Mayor and I think every past council member who has worked with me, including Councilman Brown are fully aware of my integrity and my dedication to the city and not showing any favoritism towards any person or any color of any persons skin I offended but again I have to attribute it to a total misunderstanding or hopefully not but maybe Mr. Furey is right that it's some kind of political tactic. I don't know why it would be but I'm not going to consider that it is. I'm thoroughly surprised and looking at this whole situation and my relation with Ms. Biala and her husband up to this point in completely contrary to what I heard tonight and conclusions that were made in the form of statements about me and to me and to the listening audience. I'm 73-years old and I've heard worse, but I am disappointed that people would take what I emailed to Ms. Biala, between the two of us and somehow make it into something that it certainly was never intended to be and certainly isn't; and again, if we put everything aside, um Mr. Mayor you've known me since 2008 I'm not asking you to speak for me or against me you can do whatever you like. Council Member Morton has known me for longer than that and so has Councilman Brown who I've had very positive relations with up until a certain point recently; and I will leave it at that, thank you for the time.

Mayor Delgado's Comments on matters not on the agenda – August 18, 2020

I not in my experience with you ever known you to exhibit racism. I've disagreed with you some racist issues, race related issues such as the re-designation of a holiday to be Indigenous People's Day, Christopher Columbus it was, and that interested me but everyone has differences of opinions all the time but I did see the emails and I do know that Kathy's life was sincerely rocked by those emails. When I read those email it almost sent chills up my spine, so I take you at your word as I always have and I think you deserve to be taken to your word of course but I think it's possible this is a case of unconscious or implicit biases where somebody does not understand the effect that one's words, in this case your words could have on a person of color until you're a person of color; and the whole point of the \$45,000 study, the whole point of a lot of the impotence of this, of Black Lives Matter is to look at all of the unspoken as well as the spoken and in this case I think there is potentially unconscious biases and it's hard for me to understand what the life of gay people are like if I'm not gay and it's hard for me to understand what other social identity groups challenges are if I'm not one of them. I don't think this is a matter of politics because I have been aware of how Kathy has been so distressed and going after an elected official whose announced his retirement there is no political gain in that and I think that was part of her decision to delay so this it would not be a campaign issue because we did know that you were not going to run, at least we heard that and we believed it and we didn't want this to be mixed up with a campaign like issue. The use of your title in the email what almost gave me chills was when I read your email to basically told Kathy that if she had done this bad act that she should go to the press, she should go to public meetings etc. social media and basically apologize for doing what was a racist thing of taking a photograph or organizing a photograph of people of various ethnicities because of their color of skin, which was basically turning things on its head telling her she herself was participating in racism. All that being said, this is an item that is right for a rich discussion and that if we can't have rich discussion when there are misunderstandings or unintended consequences from our behavior, my behavior anyone's behavior that offends others especially when it's other in a social identified group such as an ethnicity or sexual orientation group or whatever many groups that are out there this is the time, as you have done, you have participated here tonight in expressing their thoughts on this issue. Where we go from here matters more to me than this issue has surfaced.



DRAFT

Agenda Item: **8b(4)**
City Council Meeting of
October 6, 2020

MINUTES

Friday, August 21, 2020

6:00 P.M. Closed Session

6:30 P.M. Open Session

**ADJOURNED REGULAR MEETING
CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK SUSTAINABLE
COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR AGENCY OF THE FORMER
MARINA REDEVELOPMENT AGENCY AND MARINA GROUNDWATER
SUSTAINABILITY AGENCY**

Council Chambers
211 Hillcrest Avenue
Marina, California

Zoom Meeting URL: <https://zoom.us/j/730251556>

Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 730 251 556

In response to Governor Newsom's Executive Order N.29-20 and City Council Resolution 2020-29 ratifying the Proclamation of a Local Emergency by the City Manager/Director of Emergency Services related to the COVID-19 (coronavirus) pandemic, public participation in the City of Marina City Council and other public meetings shall be electronic only and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. This meeting is being broadcast "live" on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at <https://accessmediaproductions.org/>

PARTICIPATION

You may participate in the City Council meeting in real-time by calling Zoom Meeting via the weblink and phone number provided at the top of this agenda. Instructions on how to access, view and participate in remote meetings are provided by visiting the City's home page at <https://cityofmarina.org/>. Attendees can make oral comments during the meeting by using the "Raise Your Hand" feature in the webinar or by pressing *9 on your telephone keypad if joining by phone only. If you are unable to participate in real-time, you may email to marina@cityofmarina.org with the subject line "Public Comment Item#__" (insert the item number relevant to your comment) or "Public Comment – Non Agenda Item." Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on the day of the meeting. All comments received will become part of the record. Council will have the option to modify their action on items based on comments received.

AGENDA MATERIALS

Agenda materials, staff reports and background information related to regular agenda items are available on the City of Marina's website www.cityofmarina.org. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Marina website www.cityofmarina.org subject to City staff's ability to post the documents before the meeting

1. CALL TO ORDER

2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

MEMBERS PRESENT: Lisa Berkley, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado

MEMBERS ABSENT: Lisa Berkley (Ecused)

3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative..*

a. Conference with Legal Counsel, anticipated litigation – significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of CA Govt. Code Section 54956.9: two potential case

b. Real Property Negotiations

~~i. Property: Marina Equestrian Center, Consisting of approximately 27.235 acres
Negotiating Party: Marina Equestrian Association
Property Negotiator: City Manager
Terms: Price and Terms~~

ii. Property: Imjin Parkway/Landfill Site, APNs 031-101-039, 031-101-040, 031-101-041 and 031-101-042
Negotiating Party: County of Monterey and Successor to the Redevelopment Agency of the County of Monterey
Property Negotiator: City Manager
Terms: Price and Terms

iii. Property: Marina Municipal Airport, South Tarmac, APN 031-112-002, a portion
Negotiating Party: Joby Aero Inc
Property Negotiator: City Manager
Terms: Price and Terms

6:40 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION

Robert Rathie, Assistant City Attorney reported out Closed Session: The Council met earlier in Closed Session. Council considered two of the matters listed on the agenda this evening, one matter of significant exposure to litigation, which was relevant to the protest by Wathans Peterson Castanos Homes of the city fee. The other matter the city considered was the Imjin Parkway Landfill Site. In both those matters information was provided, direction was given and no reportable action was taken this evening on either one.

~~4. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)~~

~~5. SPECIAL PRESENTATIONS:~~

- ~~a. Monterey Salinas Transit Board Presentation~~
- ~~b. Recreation Announcements~~

~~6. SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR: Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council's jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council.~~

~~7. CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.~~

~~8. CONSENT AGENDA: Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.~~

~~a. ACCOUNTS PAYABLE:~~

- ~~(1) Accounts Payable Check Numbers 95658-95778, totaling \$1,715,308.58~~
- ~~Accounts Payable Successor Agency Check Number 52 totaling \$318.28~~
- ~~Wire transfers from Checking and Payroll for June 2020, totaling \$960,652.98~~

~~b. MINUTES:~~

- ~~(1) June 23, 2020, Adjourned Regular City Council Meeting~~

~~c. CLAIMS AGAINST THE CITY: None~~

~~d. AWARD OF BID: None~~

~~e. CALL FOR BIDS: None~~

~~f. ADOPTION OF RESOLUTIONS:~~

- ~~(1) City Council consider adopting Resolution No. 2020 , declaring growing weeds, rubbish and/or refuse accumulations upon certain specified private property parcels to be public nuisances; authorize notice to abate such nuisances; set public hearing date of Tuesday, September 1, 2020, to receive objections to abate such weeds, rubbish and/or refuse; set public hearing on or after Tuesday, October 6, 2020, to confirm any assessment of costs for weed abatement to be levied against any parcel not in compliance, and; direct filing of such levy with Monterey County Auditor Controller's Office.~~

~~g. APPROVAL OF AGREEMENTS~~

- ~~(1) City Council consider adopting Resolution No. 2020 , approving advertising and call for bids for the City of Marina Municipal Improvements On Call Contract 2020; and, accepting the Specifications.~~

~~h. ACCEPTANCE OF PUBLIC IMPROVEMENTS:~~

- ~~(1) City Council consider adopting Resolution No. 2020 , accepting the 2019 Citywide Street Repair Project, and; authorizing filing of Notice of Completion with Monterey County Recorder's Office.~~

~~i. MAPS: None~~

~~j. REPORTS: (RECEIVE AND FILE):~~

- ~~(1) Monterey Salinas Transit August 10, 2020 Board Meeting Highlights~~

~~k. FUNDING & BUDGET MATTERS: None~~

~~l. APPROVE ORDINANCES (WAIVE SECOND READING): None~~

~~m. APPROVE APPOINTMENTS: None~~

~~9. PUBLIC HEARINGS:~~

~~a. City Council consider opening a public hearing, and, consider introducing an ordinance for first reading by title only deleting Municipal Code, Title 8, Chapter 8.24 "Security and Fire Alarm Systems," and replacing it with new Chapter 8.24 "Alarm Systems".~~

~~b. City Council adopting Resolution No. 2020, approving Updated Cannabis Business fees in accordance with the 2018 Voter Approved City of Marina Commercial Cannabis Business Activities Ordinance; and authorizing Finance Director to update the City wide fee schedule accordingly.~~

~~10. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.~~

11. OTHER ACTION ITEMS: Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.

Note: No additional major projects or programs should be undertaken without review of the impacts on existing priorities (Resolution No. 2006-79 – April 4, 2006).

~~a. City Council consider adopting Resolution No. 2020, approving the process to fill council seat vacancy~~

b. City Council consider adopting **Resolution No. 2020-110**, awarding the Base Bid and Additive Alternate Bid for the Stockade Complex Hazardous Material Abatement and Building Removal Project to Resource Environmental Inc. of Long Beach, California in the amount of \$1,165,000, and, authorizing the City Manager or designee to execute contract documents and all change orders on behalf of the City subject to final review and approval by the City Attorney, and, appropriating \$2,050,000 in funds received from the former Fort Ord reuse Authority to the stockade removal project (project #HSF2101), and, authorizing Finance Director to make necessary accounting and budgetary entries.

Council Questions: Why do we appropriate \$2 million tonight if we only need \$1.2 million for the bid? Is there a third phase to the demo? Do you anticipate a wrecking ball type demo? How acute is the noise? What can we do as a city to communicate to the neighbors about the noise? Can staff make it easier to locate the Stockade information on the City's website? On Page 2 of the staff report, analysis, second to the last paragraph – does that mean that the budget is too low? Who is doing the oversight of this? Is the \$2.050 million that came from FORA that we would be allocation is sufficient to cover both aspects, the current REI contract that you're asking us to consider plus all the additional costs for the oversight by Wallace and Vista? Will they be grinding the concrete onsite or is it just being broken up, trucked and moved to another location? What happens to all the ongoing uses/tenants that are at the stockade site? Do you anticipate that the businesses will continue or that they will cease? Are these businesses storage or are those businesses where people are in the office? Have these businesses been notified as we did with the occupants of the Equestrian Center that this process was being considered by council, giving them ample notice that this is happening on their adjoining piece of property?

MORTON/BERKLEY: TO ADOPT RESOLUTION NO. 2020-110, AWARDING THE BASE BID AND ADDITIVE ALTERNATE BID FOR THE STOCKADE COMPLEX HAZARDOUS MATERIAL ABATEMENT AND BUILDING REMOVAL PROJECT TO RESOURCE ENVIRONMENTAL INC. OF LONG BEACH, CALIFORNIA IN THE AMOUNT OF \$1,165,000, AND, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE CONTRACT DOCUMENTS AND ALL CHANGE ORDERS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND, APPROPRIATING \$2,050,000 IN FUNDS RECEIVED FROM THE FORMER FORT ORD REUSE AUTHORITY TO THE STOCKADE REMOVAL PROJECT (PROJECT #HSF2101), AND, AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AND TO DIRECT STAFF (1) TO POST ON THE WEBSITE WITH EASY ACCESS THE ENVIRONMENTAL STUDIES RELATIVE TO THE PROJECT TO ENABLE OWNERS OF ANIMALS AND OCCUPANTS IN THE AREA THAT ADJOINTS THE STOCKADE TO REVIEW AND EXERCISE THEIR OWN JUDGEMENT AS TO ACTIONS NECESSARY FOR THE PROTECTION OF THE HEALTH AND SAFETY THEMSELVES AND OR THEIR ANIMALS; AND (2) ALSO ON THAT NOTICE IS THE SCHEDULE OF PERFORMANCE THAT SETS FORTH BY THE CONTACT AND OR FURTHER UPDATES; AND (3) DELIVER PAPER COPIES OF THOSE RELEVANT SECTIONS AS TO THE HEALTH AND SAFETY OF HUMANS AND ANIMALS BE DELIVERED TO THE TENANTS INCLUDING THE MEA AND SECURE FROM THE TENANTS A SIGNED WRITING ACKNOWLEDGING THE RECEIPT OF THOSE DOCUMENTS; (4)AND THE MEA TO DISTRIBUTE TO THE SUBTENANTS. 4-0-0-0 Motion Passes by Roll Call Vote

Public Comments:

- Margaret Davis – I think the motion sounds very sensible.
- Les Martin – Supports the project, the more stuff we can get rid of the better. Good luck with that, thank you.
- Karen Andersen – When coming through the area at California Avenue by the equestrian center there is a five-way stop and on a regular basis oncoming construction type traffic blows through the stop signs going the opposite direction towards Imjin while I'm making a left had turn on to DX Drive. Asked if the city could make the stop signs more apparent to everybody using that intersection? It's a hazard.
- Kim Stemler – Wanted to make sure the CSUMB is included in the communications. In support of this project. Walking dogs around that area for the past 16-years and has never seen anyone not working there or a horse person and never seen other members of the community there. Delighted that this is moving forward and open to everyone.
- Brian McCarthy – I think these documents that Mr. McMinn is talking about, the Corp of Engineer documents date back to the 90's, obviously a lot has changed in the world of health and how we deal with asbestos since then and I kind of just provide that to you for your consideration. For those who don't know the California state rock is Serpentine and it is a natural asbestos. Asbestos is all around us both natural and manmade, so a lot of people don't realize that. Glad this is being taken care of as well and appreciate all your work on it. Thank you
- Paula Pelot – I approve the motion and as you know I have been staying on this for some years and very anxious the see the stockade taken down and the land repurposed. Thanked Mayor Pro-tem Morton and Council Member O'Connell for their work on FORA and making sure that we did receive this money as well as out city Manager Layne Long, so thank you. Asked if the residents in Abrams and Preston Park will be receiving any notification of this?

- Ray Martin – Very impressed with the packet that was produced and published on the contractor that will be doing this project. I’ve read it several times and thought they were spot-on. Everything they did to mitigate any issues with the people around them; the air, the way they are testing everything. I appreciate what you’re doing and the transparency and posting of everything so that everyone is familiar with it. We’re looking forward to it and have seen this for 20-years sitting there being a hazard. We’re doing a great thing for the community; it’s going to be a blight that’s removed, and the community can look forward to that. Congratulations on a fine job to you council and staff for getting this done.
 - Cristina Medina Dirksen – Thanked Council Member Morton and all of you who worked hard to secure the funding. An eyesore will be gone, and I look forward to the promise of more recreational opportunities. Daughter takes part in the Star Riders and exactly what Ray said holds true. Thanks to staff for their long hours and negotiations and the financial bonds from the bottom of our hearts, we appreciate it. Out at the Equestrian Center now and looking at that building it’s going to be a vast improvement for our community, so I wanted to give thanks to all of you for working hard on that. To Karen’s point about safety, that is something to consider because we’re going to have trucks coming our here and we need to address that at some future point. Thank you
 - Lindsay Alexander – Whole heartedly support the demolition of the stockade. I board a horse at the Equestrian Center and I feel pretty strongly that he’s going to adapt quickly to any increased noise in the area and wanted to say that the people at the Equestrian Center are really excited about having a more beautiful view, so thank you very much.
 - Grace Silva Santella – Support whole heartedly the motion by Mayor Pro-Tem Morton and Council Member Berkley. I was able to do a very quick find on the city’s website, I just did under search “stockade” and the first thing that came up was everything associated with what you’re discussing tonight, including a 681-page environmental document. It’s not that difficult to find, but I think it would be fairly easy for a public works department to put a quick link onto your city’s website for residents and other out there doing business. Thank you very much.
- c. City Council consider adopting **Resolution No. 2020-111**, approving Amendment No. 1 to the On-call Construction Management and Inspection Services between the City of Marina and Wallace Group, Inc. to increase the annual contract limit to \$600,000 per fiscal year; and authorizing the City Manager to execute the amendment on behalf of the City subject to final review and approval by the City Attorney.

Council Questions: The contract currently has a limit of \$300,000 per year and you’re asking because of the stockade that the amount would be in excess to that. the request is for raising the limit to \$600,000 not only this year when we need the work at the stockade but all year, why? This contract is on a time and material basis as to Vista and as well as the Wallace Group, correct? We don’t have to be concerned or at least the staff is on top of it as far as the duplication potential from Wallace for items that are being done by Vista? We’re keeping an eye at that, correct?

DELGADO/BERKLEY: TO APPROVE RESOLUTION NO. 2020-111, APPROVING AMENDMENT NO. 1 TO THE ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES BETWEEN THE CITY OF MARINA AND WALLACE GROUP, INC. TO INCREASE THE ANNUAL CONTRACT LIMIT TO \$600,000 FOR THIS FISCAL YEAR ONLY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY. 4-0-0-0 Motion Passes by Roll Call Vote

Public Comments: None received

- d. City Council consider adopting **Resolution No. 2020-112**, receiving a presentation & providing comments on the Del Monte Boulevard Extension and Patton Parkway Connection Project.

Council Questions: Why don't we have amenities on Westside like the eastside? Is that because the westside won't allow it because of the restrictions by already approved commercial uses? Sand Gilia, where is it; how do we avoid it if we can avoid it and what's the mitigation summary plan? What is our plan to publicly discuss/address the options for this overlap? Do we need to be consulting with the Federal Fish and Wildlife Dept? Can we essentially plan for a road through a federal plant species without consulting with the Federal Fish and Wildlife Service? Understand there is a rare Orchid plant that are in that vicinity, do we have maps currently of its locations? Some of this area between C-Dac Hill (Imjin Pkwy) and Reindollar Avenue, this area we're talking about that some of it is zoned as open space, is that true; and conflicts or of hoops or obstacles that is to plan this road through this open space if it's zoned open space? What is the 5-acre area zones as? How do we address putting a road through an area designated as open space and a road through habitat designations? Do we have a guess how complicated the Initial Study will end up; a Negative Declaration or EIR? How does this road configuration accommodate the connection to get people from 2nd Avenue thru this corridor but also across Del Monte to the beach? Once we've installed all the portion of our plan and now, we need to go into Phase II with the impact to Caltrans do they have any authority to say you can't do it? What kind of agreements do we get out of them today for approval of the plan going into their right-of-way in Phase II? Does Caltrans kind of look at this and give approval in principle or do they have the discretion to scrap our project? So, it safe to do the investment in this leg of the project without Caltrans approval, correct? Do we have an approximate timeline for this project? Do you know if there has been any cutting in funding regarding transportation and roadways due to Covid-19? \$17 million is a good chunk of change and based the history of Marina this likely isn't for another 10-years or so, correct? Was it said that we could reasonably expect all \$17 million of city dollars or do you expect that we will need help? As the developer fess come in from when the homes are built can this project ensue, or must we wait until we have a certain amount of money before we launch?

BERKLEY/MORTON: TO ADOPT RESOLUTION NO. 2020-112, RECEIVING A PRESENTATION & PROVIDING COMMENTS ON THE DEL MONTE BOULEVARD EXTENSION AND PATTON PARKWAY CONNECTION PROJECT; AND DIRECT STAFF TO (1) PROVIDE FUTURE CLARIFICATION OF THE PHASING AND CONSTRUCTION THAT COULD HAPPEN BEFORE ENCROACHMENT TO THE STATE PROPERTY AND CONCURRENT WORK IF POSSIBLE, ON BOTH PORTIONS OF STATE ENCROACHMENT AREAS AND CITY AREAS; AND (2) LOOK INTO OPTIONS OF SAND GILIA AVOIDANCE; AND (3) ROUNDABOUT VERSUS SIGNALIZED INTERSECTION; AND (4) CLARIFICATION OF POSSIBLE FUNDING, SECURE FUNDING AND TIMELINE OF THAT FUNDING; AND (5) TO CONSIDER ADDITIONAL IMPACT FEES FROM DEVELOPMENT NOT ENTITLE PREVIOUSLY (THE DUNES, SEA HAVEN AND CYPRESS KNOLLS) ON THE FORMER FORT ORD; AND (6) COMMUNICATIONS WITH MPUSD; AND (7) STAFF TO ENQUIRE OF MST AS TO ANY POSSIBILITIES IF THEY COOPERATE IN FUNDING, POSSIBLY THROUGH GRANTS. 4-0-0-0 MOTION PASSES BY ROLL CALL VOTE

Public Comments:

- Fred Watson – Been working for the last 3 ½ years to attempt to survey the entire species, every population, everywhere and I've done essentially that except for a big chunk of the Army land that's closed although I've survey a fair amount of that land now with the permission of the Army. I know a lot about Gilia distribution and where the important populations are. Currently working under contract with the Fish and Wildlife Service to provide technical input to their studies. I love this road and I love the bike part of it but I think we really seriously need to consider moving it west further into the Caltrans right-of-way. I think it's the only option given the Gilia situation. This Gilia population is a very large population in the Gilia world and it's in very good condition and it's very near the coast which is crucial when it comes to the genetics aspect. The ones near the coast are ideally the most valuable. When I say it's in good condition it's about the same size as the ones at Sand City but that's heavily encroached with ice plant and under a lot of uncertain development and on private land. It's actually bigger than the one at the Navy Jude, which is a really big one. It's about the same size as the one at the Salinas River State Beach, which is often thought of as the "flagship" of Gilia populations on the coast. It is much bigger than anything that is remaining today in the State Parks, the Fort Ord Dunes State Park and Marina Dunes State Park. On the flipside, it's really hard to mitigate impact to this one because it's so important and in the context where Marina's got some pretty serious challenges or not a really great track record in past mitigations and past preservations. There is challenges in the region to keep these populations going. This one has just hung on really well by itself and so I don't think you can just mitigate this by preserving a 2:1 or 3:1 ratio of Gilia elsewhere. There is just not populations to do that. I think avoidance is the only way. In the endangered species world, the first thing you try to do is avoid it and then if you can't avoid it then you take it and mitigate that take. If mitigation is not possible you really have to foresee that avoidance real seriously. I know heading into the Caltrans land will be difficult, but I think it's was we really need to consider. Thank you
- Liezbeth Visscher – It just exciting that the connection between downtown and the Dunes is going to happen or at least plans are being made for a connection to be constructed sometime in the future and I was glad to hear bike parking being mentioned because that is lacking in many places even in the new Dunes neighborhoods. When visiting a neighbor there not really any place to park a bicycle near a home except at a corner where the sidewalks are wider. This was a big issue when the Lime Scooters were here and with more and more residents choosing to the bike or Ebike over the car it will become even more important. If still possible please add bicycle parking options in the not yet built phases of the new developments in the city. A few months ago, I had mentioned during public comments that I would like this connection to be inviting especially for bicyclists and pedestrians and it's great to see the separate bicycle paths. If space allows, I this a rest area with benches would be a great addition and preferably with a view of the beautiful Monterey Bay. I do realize there needs to be space and you have to find another million or so. A bridge over highway One would be a great addition. It seems to be far out in the future but when the time comes, I hope that the bridge would be beautifully designed. I would like to wish you all the best moving this project forward as soon as possible, thank you.
- Les Martin – It sounds like a great project and love it. I live in the Dunes so this would be really convenient; right now, you have to get on the highway and then go down the offramp. That's a bad intersection anyway. One of the notes I made to myself was we should probably look at doing something with the on and off ramp. When you come up Imjin and try to north onto One and people are exiting onto Del Monte it's very dangerous and sometimes you can't even get over. If you have to get away from the Sand Gilia, move into the right-of-way you might as well do the proper planning with the State and figure out that whole intersection. But I loved the plan it's great. I love the bike paths. CDF Funding, I guess we're paying for this as residents? Is that an

annual thing or is it just a onetime fee the developer pays you when the hoses we sold? Again, I think it's a great plan and hopes it doesn't take 20-years. Thank you

- Grace Silva Santella – In 2000 when the city did it's General Plan update and I served on the Planning Commission this road extension was in our General Plan then, I assume it's still in there; and this is so discouraging to me to think that the possibility that it might not be 20 more years until that comes to fruition so I hope that what our city manager has mentioned in the funding of 3-5 years possibly we'd have enough money to at least start something on this extension it would be fabulous. I was fortunate to be a member of our Downtown Revitalization Specific Plan Committee and there was a lot of discussion about the commercial mixed-use node that Fred Aegerter commented on earlier and I know that's a pretty critical component of our Downtown development because it was believed that there was not... that that is an area of Central Marina that is lacking in some services. As we look at this extension, really respecting the work of the Downtown Committee in acknowledging that corner; and having said that I'm hoping that when you close this public portion of this item you can have just a little bit more explanation of why a traffic signal in that area and not a roundabout. I was part of the three members of the Downtown committee who walked that portion of Del Monte Avenue figuring our sidewalk, ingress, egress improvements and we really believe this was a critical area for welcoming people into Central Marina and having a major stoplight on that corner I'm not sure that has a welcoming component to it. To the Sand Gilia, when I was on the Planning Commission the Best Western when it was developed had a Sand Gilia mitigation measure that was moved over to Locke Paddon Park and I don't think it was terribly successful.
- Brian McCarthy – Echoed Grace's comment about considering the effect on the Downtown Plan that this has is an important one. Is the Council willing to still approve this plan and assume the second phase may not be completed the way that the city wants it completed? I didn't hear a real answer to Mayor Pro-Tem Morton's question on that earlier.

12. COUNCIL & STAFF INFORMATIONAL REPORTS:

- a. Monterey County Mayor's Association [Mayor Bruce Delgado]
- b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.
- c. Covid-19 Update

13. ADJOURNMENT: The meeting adjourned at 9:15 PM back into Closed Session

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 6, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING THE DESTRUCTION OF PAYROLL RECORDS
ACCORDING TO THE CITY'S RECORDS RETENTION POLICY
COVERING THE YEARS OF 1990 to 2010.**

REQUEST:

It is requested that the City Council:

1. Adopt Resolution No. 2020-, approving the destruction of payroll records according to the City's Records Retention Policy covering the calendar years of 1990 to 2010.

BACKGROUND:

The City has adopted a records retention policy. The policy specifies when records may be destroyed. The policy requires the employee in custody of the records, the department head responsible for the records and the City Attorney to certify that the records can be destroyed according to the City's records retention policy.

ANALYSIS:

The City's requirements for maintaining records vary. For payroll records, retirement information and payroll registers are to be kept forever. All other payroll documents, however, may be disposed after 7 years as shown in Table I, Records Retention Requirements for Payroll.

Table I
Records Retention Requirements for Payroll

City of Marina

Records Retention/Disposition Schedule

			RETENTION PERIODS			FORMAT	VITAL	DoR	REMARKS	CITATION
			Active	Inactive	Total	See legend on last page				See legend on last page
402		PAYROLL								
402	01	Payroll General Information	2	--	2	HC	--	FF		GC 34090
402	02	Payroll Register	1	P	P	D	Yes	FF		GC 34090; GC 37207
402	03	Employee Time Sheets	Au	6	Au+6	D E	Yes	FF	Signed by employees	GC 34090; 29CFR 516.2; 20 CFR 516.6(1); IRS Reg 31.6001-1(3)(a); R&T 19530; LC 1174(d)
402	04	Other Payroll-Related Documents	Au	6	Au+6	D HC	Yes	FF	Includes W-2 Forms, W-4 Forms, leave balance sheets, employee deferred compensation contributions and city payments etc.	GC 34090; 29 CFR 516.2; CAC22-1085.2; 26 CFR 160011; 29 CFR 1627.3(2)
402	05	Salary Records	2	P	P	E	--	Yes	Salary Schedules	GC 34090; 29 CFR 516.2; CAC 22-1085-2
402	06	Retirement		P	P	E		FF		

The destruction of these documents meets the requirements of the policy. Attached is the Records Destruction Form ("EXHIBIT A") certifying these documents are being properly disposed of.

FISCAL IMPACT:

The disposal of these records will relieve the Finance Department of the burden of maintaining these records.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Marisol Gomez
Accounting Services Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION No. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MARINA AUTHORIZING THE DESTRUCTION OF PAYROLL RECORDS ACCORDING
TO THE CITY'S RECORDS RETENTION POLICY COVERING THE YEARS OF 1990 TO
2010

WHEREAS, the City of Marina is required to retain records permanently or for a set period of time;
and

WHEREAS, the City of Marina has adopted a records retention policy to provide for an orderly
disposal of records when allowed by law; and

WHEREAS, the employee in possession of the records, the department head responsible for the
records and the City Attorney have all approved the destruction of the records as shown on the
Records Destruction Form; and,

WHEREAS, the City Council approves the final destruction of all records; and

WHEREAS, a permanent record of what records have been destroyed will be retained by the City
Manager's Office.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY
RESOLVE AS FOLLOWS:

SECTION 1. The City Council authorizes the destruction of the following records:

Various Payroll Records from 1990 to 2010

PASSED and ADOPTED by the City Council of the City of Marina at a special meeting duly
held on this 6th day of October 2020 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

RECORDS DESTRUCTION FORM

The records listed below are scheduled to be destroyed, as indicated on:

☒ Retention Schedule adopted by City Council

☐ Law. Specific Code Section: GC 34090 and others below

☐ City Council Resolution Number _____

Pursuant to the City's Records Retention Policy and Records Retention Schedule adopted by Resolution No. 2020-08__ I am recommending that the following records be destroyed:

The attached shows which payroll records are being proposed to be destroyed. The newest record is from 2010, 10 years old. The City's retention policy dealing with Payroll records is shown below.

402		PAYROLL								
402	01	Payroll General Information	2	--	2	HC	--	FF		GC 34090
402	02	Payroll Register	1	P	P	D	Yes	FF		GC 34090; GC 37207
402	03	Employee Time Sheets	Au	6	Au+6	DE	Yes	FF	Signed by employees	GC 34090; 29CFR 516.2; 20 CFR 516.6(1); IRS Reg 31.6001-1(3)(a); R&T 19530; LC 1174(d)
402	04	Other Payroll-Related Documents	Au	6	Au+6	DHC	Yes	FF	Includes W-2 Forms, W-4 Forms, leave balance sheets, employee deferred compensation contributions and city payments etc.	GC 34090; 29 CFR 516.2; CAC22-1085.2; 26 CFR 160011; 29 CFR 1627.3(2)
402	05	Salary Records	2	P	P	E	--	Yes	Salary Schedules	GC 34090; 29 CFR 516.2; CAC 22-1085-2
402	06	Retirement		P	P	E		FF		

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION:

Employee

Date

Mansel Gony
Department Head

10/1/20

Date

Robert W. Rathie

01 October 2020

For the City Attorney
[Electronically signed]

Date

(Complete after destruction has been performed)

I HEREBY CERTIFY that the items listed above have been destroyed in accordance with City policies and procedures:

Employee

Date

Proposed Records to be destroyed :

In Payroll Office – ***Proposed to be destroyed according to policy 402-4***
No record dated later than December 2010

1. Aflac 1997-1998, Blue Cross 1998, Standard Insurance 1999 and Healthnet reports 1999
2. Labor Distribution 12.2009 - 05.2010, payroll back-up reports 04.2010 - 12.2010
3. Wage and Tax records 2006, quarterly reports with back up 2006
4. Payroll processing guide, various insurance manuals and past process manuals. (All old material)
5. Deduction reports, leave balance reports and benefits cancelled checks 2006
6. Timesheets and back-up, 1998 and Labor distribution 1998

Corp Yard Records - ***Proposed to be destroyed according to policy 402-4***
No record dated later than 2007.

1. 7 boxes of cancelled payroll checks
 - a. 1990-1991
 - b. 1992
 - c. 1993
 - d. 1996
 - e. 1997-1998
 - f. 2003-2006
 - g. 2006
2. Timecards (January - March 1995)
3. W-2's and quarterlies 1996 - 2003
4. Labor distribution and deduction reports 2001
5. Master controls, garnishment reports, labor distribution 2006
6. Deduction report, leave balances, garnishment and labor distribution 2007
7. Timecards and attendance sheets 2000
8. Labor distribution and timecards 1998
9. Payroll J.E., master control 2007
10. Leave reports, deduction reports, garnishment and J.E 2005

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 6, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING THE DESTRUCTION OF ACCOUNTING RECORDS
ACCORDING TO THE CITY'S RECORDS RETENTION POLICY
COVERING THE FY 2008/09 TO FY 2014/15.**

REQUEST:

It is requested that the City Council:

1. Adopting Resolution No. 2020-, approve the destruction of annual accounting records according to the City's Records Retention Policy covering the FY 2008/09 to FY 2014/15.

BACKGROUND:

The City has adopted a records retention policy. The policy specifies when records may be destroyed. The policy requires the employee in custody of the records, the department head responsible for the records and the City Attorney to certify that the records can be destroyed according to the City's records retention policy.

ANALYSIS:

The City's requirements for maintaining records vary. For accounting records, General Ledgers and Journal Entries must be kept forever. All other accounting documents, however, may be disposed after a certain time, usually 7 years but some records as short as 3 years as shown in Table I, Records Retention Requirements for Accounting Records.

Table I
Records Retention Requirements for
Accounting

City of Marina
Records Retention/Disposition Schedule

			RETENTION PERIODS			FORMAT	VITAL	DoR	REMARKS	CITATION
			Active	Inactive	Total					
			See legend on last page							See legend on last page
400		FINANCIAL AND FISCAL								
401		ACCOUNTS PAYABLE								
401	01	A-P General Information	2	--	2	E HC	--	FF		GC 34090
401	02	Invoice Packet	Au	7	Au+7	E HC	Yes	FF		GC 34090
401	03	Check Register	Au	7	Au+5	D HC	Yes	FF		GC 34090;
401	04	1099's	Au	5	Au+5	D HC	Yes	FF	1099's and associated W-9's	26 CFR 1600-1 GC 34090; 29 USC 436; 29 CFR 516.5- 516.6; 26 CFR 31.6001.1-4; IRS Reg 31.6001-
403		ACCOUNTING								
403	01	General Information	2	--	2	HC	--	FF		GC 34090
405		PURCHASING								
405	01	Purchasing General Information	2	--	2	HC	--	FF		GC 34090
405	02	Vendor Register, Cal Cards Acknowledgement Forms	C	P	P	D HC	Yes	FF	Alpha list of vendors, including PO's, invoices, account number, check date and amount for year. Cal Card cardholders acknowledgment forms	GC 34090
405	03	Purchase Orders and Requisitions	Au	5	Au+5	D HC	Yes	FF	Original Documents	GC 34090; CCP 337

The destruction of these documents meets the requirements of the policy. Attached is the Records Destruction Form (“**EXHIBIT A**”) certifying these documents are being properly disposed of.

FISCAL IMPACT:

The disposal of these records will relieve the Finance Department of the burden of maintaining these records.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Marisol Gomez
Accounting Services Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION No. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MARINA AUTHORIZING THE DESTRUCTION OF ACCOUNTING RECORDS
ACCORDING TO THE CITY'S RECORDS RETENTION POLICY COVERING THE YEARS
OF FY 2008/09 TO FY 2014/15

WHEREAS, the City of Marina is required to retain records permanently or for a set period of time;
and

WHEREAS, the City of Marina has adopted a records retention policy to provide for an orderly
disposal of records when allowed by law; and

WHEREAS, the employee in possession of the records, the department head responsible for the
records and the City Attorney have all approved the destruction of the records as shown on the
Records Destruction Form; and,

WHEREAS, the City Council approves the final destruction of all records; and

WHEREAS, a permanent record of what records have been destroyed will be retained by the City
Manager's Office.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY
RESOLVE AS FOLLOWS:

SECTION 1. The City Council authorizes the destruction of the following records:

Various Accounting Records from FY 2008/09 to FY 2014/15

PASSED and ADOPTED by the City Council of the City of Marina at a special meeting duly
held on this 6th day of October 2020 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

RECORDS DESTRUCTION FORM

The records listed below are scheduled to be destroyed, as indicated on:

☒ Retention Schedule adopted by City Council

☐ Law. Specific Code Section: GC 34090 and others below

☐ City Council Resolution Number _____

Pursuant to the City's Records Retention Policy and Records Retention Schedule adopted by Resolution No. 2020-08, I am recommending that the following records be destroyed:

The attached records are accounting records kept as a group for management purposes.

The newest record, audit work papers, may be disposed of 2 years after the audit year is closed.

400		FINANCIAL AND FISCAL							
401		ACCOUNTS PAYABLE							
401	01	A-P General Information	2	-	2	E HC	-	FF	GC 34090
401	02	Invoice Packet	Au	7	Au+7	E HC	Yes	FF	GC 34090
401	03	Check Register	Au	7	Au+5	D HC	Yes	FF	GC 34090; 26 CFR 1600-1
401	04	1099's	Au	5	Au+5	D HC	Yes	FF	1099's and associated W-9's GC 34090; 29 USC 436; 29 CFR 516.5; 516.6; 26 CFR 31.6001.1-4; IRS Reg 31.6001-
403		ACCOUNTING							
403	01	General Information	2	-	2	HC	-	FF	GC 34090
405		PURCHASING							
405	01	Purchasing General Information	2	-	2	HC	-	FF	GC 34090
405	02	Vendor Register, Cal Cards Acknowledgement Forms	C	P	P	D HC	Yes	FF	Alpha list of vendors, including PO's, invoices, account number, check date and amount for year. Cal Card cardholders acknowledgment forms
405	03	Purchase Orders and Requisitions	Au	5	Au+5	D HC	Yes	FF	Original Documents GC 34090; CCP 337

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION:

Employee


Department Head

Date


Date

Robert W. Rathie

01 October 2020

For the City Attorney
[Electronically signed]

Date

(Complete after destruction has been performed)

I HEREBY CERTIFY that the items listed above have been destroyed in accordance with City policies and procedures:

Employee

Date

Annual Accounting Records
To be destroyed by FY:

Earliest FY they can be destroyed:

FY 2014/15

Can be Destroyed After

Audit Work Papers

FY 2017/18 403-1

FY 2011/12

Can be Destroyed After

Purchase Orders

FY 2017/18 405-3

Check Register

FY 2017/18 401-3

Void Checks

FY 2013/14 401-1

FY 2010/11

Can be Destroyed After

POs

FY 2016/17 405-3

Check Register

FY 2016/17 401-3

Void Checks

FY 2012/13 401-1

FY 2009/10

Can be Destroyed After

POs

FY 2015/16 405-3

Check Register

FY 2015/16 401-3

FY 2008/09

Can be Destroyed After

POs

FY 2015/16 405-3

Check Register

FY 2015/16 401-3

Void Checks

FY 2010/11 401-1

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
October 6, 2020

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING AMENDMENT NO. 1 TO THE ON-CALL CIVIL DESIGN
SERVICES AGREEMENT BETWEEN THE CITY OF MARINA AND
WALLACE GROUP, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AMENDMENT ON BEHALF OF THE CITY SUBJECT TO
FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.**

REQUEST:

It is requested that the City Council consider the following action:

1. Adopt Resolution No. 2020-, approving Amendment No. 1 to the On-Call Civil Design Services between the City of Marina and Wallace Group, to increase the annual contract limit to \$500,000 for fiscal year 2020-2021; and
2. Authorizing the City Manager to execute the amendment on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

On April 7th, 2020 the City Council passed Resolution No. 2020-30, approving a professional services agreement between the City of Marina and Wallace Group (WG) for on-call civil design services for projects in the Capital Improvement Program (CIP) and Airport Capital Improvement Programs (ACIP).

On May 18, 2020, the On-call Civil Design Services between the City of Marina and WG was executed with a compensation limit of \$200,000 per fiscal year. Work is issued through Service Orders on a time and materials/reimbursable expenses(T&M) basis and based on hourly rate(s) and reimbursable schedule(s) (**“EXHIBIT B”**).

At the regular meeting of May 16, 2019, the Public Works Commission received a presentation on the scope of the 2-year Citywide Street Repair Program.

On May 21, 2019, the City Council of the City of Marina adopted Resolution No. 2019-54, receiving the proposed 2019-20 & 2020-21 Capital Improvement Program (CIP) budget, receiving staff presentation thereof, and providing direction towards the CIP budget adoption. As part of the staff presentation, the City’s annual street resurfacing project was introduced with Senate Bill 1 Road Maintenance and Rehabilitation Account funds, Measure X and General Fund funding a FY 19/20 budget for roadway maintenance. The Annual Street Resurfacing Project, #APR1801, was listed as a funded and active project in the City-Wide Capital Projects Fund 462.

The City received a cost proposal for the civil engineering design and bidding document preparation for the City Annual Street Resurfacing project in the amount of \$254,112 (**“EXHIBIT C”**). WG proposal includes design and preparation of plans, specifications and estimates for Flower Circle reconstruction, Abdy and Cardoza Avenue intersection realignment, Melanie Avenue/ Vista El Camino intersection regrading, 41 ADA compliant curb ramps and 15 streets for resurfacing.

ANALYSIS:

The amount remaining to date on the On-Call Civil Design Services between the City of Marina and WG is \$113,876.00 and is not sufficient to issue a Service Order for the Civil Design Services for the Annual Street Resurfacing project.

Executing a service order with WG through the On-Call Civil Design Services for the Annual Street Resurfacing project is the most expeditious way to deliver and execute this CIP project and comply with the Measure X funding requirements.

Increasing the annual compensation limit for the on-call civil design services agreement with WG to \$500,000 will allow for adequate civil design services for the Annual Street Resurfacing project and provide for a readily available contract to help in the design and preparation of bidding documents for other City and Airport CIP projects.

FISCAL IMPACT:

Approval of this request allows issuance of Service Order to WG for the Civil Design Services for the Annual Street Resurfacing project in the amount of \$254,112. Capital Improvement project number APR1801 has a current funding balance of \$3,014,924.46.

CONCLUSION:

The City staff recommends City Councils' considerations and approval of the request for Amendment No. 1 to the On-Call Civil Design Services between the City of Marina and Wallace Group, to increase the annual contract limit to \$500,000 for fiscal year 2020-2021, and authorizing the City Manager to execute the amendment ("**EXHIBIT A**") on behalf of the City subject to final review and approval by the City Attorney.

Brian McMinn, P.E., P.L.S.
Public Works Director/City
Engineer City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AMENDMENT NO. 1 TO THE ON-CALL CIVIL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF MARINA AND WALLACE GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, on April 7th, 2020 the City Council passed Resolution No. 2020-30, approving a professional services agreement between the City of Marina and Wallace Group (WG) for on-call civil design services for projects in the Capital Improvement Program (CIP) and Airport Capital Improvement Programs (ACIP); and

WHEREAS, on May 18, 2020, the On-call Civil Design Services between the City of Marina and WG was executed with a compensation limit of \$200,000 per fiscal year. Work is issued through Service Orders on a time and materials/reimbursable expenses(T&M) basis based on the hourly rate(s) and reimbursable schedule(s) (“Exhibit B); and

WHEREAS, at the regular meeting of May 16, 2019, the Public Works Commission received a presentation on the scope of the 2-year Citywide Street Repair Program; and

WHEREAS, On May 21, 2019, the City Council of the City of Marina adopted Resolution No. 2019-54, receiving the proposed 2019-20 & 2020-21 Capital Improvement Program (CIP) budget, receiving staff presentation thereof, and providing direction towards the CIP budget adoption. As part of the staff presentation, the City’s annual street resurfacing project was introduced with Senate Bill 1 Road Maintenance and Rehabilitation Account funds, Measure X and General Fund funding a FY 19/20 budget for roadway maintenance. The Annual Street Resurfacing Project, #APR1801, was listed as a funded and active project in the City-Wide Capital Projects Fund 462; and

WHEREAS, City received a cost proposal for the civil engineering design and bidding document preparation for the City Annual Street Resurfacing project in the amount of \$254,112 (“Exhibit C”). (WG) proposal includes design and preparation of plans, specifications and estimates for Flower Circle reconstruction, Abdy and Cardoza Avenue intersection realignment, Melanie Avenue/ Vista El Camino intersection regrading, 41 ADA compliant curb ramps and 15 streets for resurfacing; and

WHEREAS, increasing the annual compensation limit for the on-call civil design services agreement with WG to \$500,000 will allow for adequate civil design services for the Annual Street Resurfacing project and provide for a readily available contract to help in the design and preparation of bidding documents for other City and Airport CIP projects.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Marina hereby:

1. Approves Resolution No. 2020-, approving Amendment No. 1 to the On-call Construction Management and Inspection Services agreement between the City of Marina and Wallace Group, to increase the annual contract limit to \$500, 000 per fiscal year 2020-2021 (“Exhibit A”), and;

2. Authorizes the City Manager to execute the amendment on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of October 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**AMENDMENT No. 1 TO THE CITY OF MARINA AGREEMENT FOR ON-CALL
CIVIL DESIGN SERVICES**

THIS AMENDMENT No. 1 (“Amendment 1”) to the City of Marina Agreement for On-Call Civil Design Services is made this October 2, 2020, by and between the City of Marina, a California charter city, herein referred to as the “CITY” and Wallace Group, a California Corporation herein referred to as the “CONTRACTOR”. CITY and CONTRACTOR are sometimes referred collectively as the “Parties” in this Amendment.

Recitals

- A. On May 18, 2020, CITY and CONTRACTOR entered into the Agreement for services to provide On-Call Civil Design Services pertaining to various City projects and to provide on-call support services for the City on an as-needed basis as determined by the City Engineer.
- B. The Agreement provides it may only be amended or modified by written agreement of the Parties. Both Parties now desire to amend the Agreement to increase the total annual compensation cap.
- C. Only the numbered Articles of the Agreement which are being amended are set forth in this First Amendment.

Terms & Conditions Amended

Now, therefore, the Parties agree to amend the Agreement as follows:

- 1. Article 3 “Compensation” Section (a) is amended to read in its entirety:

(a) “City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in accordance with the provisions of this Section and the hourly rate(s) and reimbursable schedule(s) attached hereto as Exhibit B and incorporated herein by this reference. The total annual compensation under this agreement shall be limited to **Five Hundred Thousand Dollars (\$500,000)** for fiscal year 2020-2021, which runs from July 1, 2020 to June 30, 2021 and that “not to exceed” amount will be prorated for the period from the commencement date to the remainder of the first fiscal year of the Agreement. The total annual compensation under this agreement for succeeding fiscal years (for clarity, 2021/2022 and following unless amended in writing to provide otherwise) shall be limited to two hundred thousand \$200,000 per fiscal year.”

All other terms and conditions of the Agreement shall remain in full force and effect.

This First Amendment may be executed in two (2) counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Counterpart may be delivered by facsimile, electronic mail (including pdf. or any electronic signature complying with the U.S.ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code 1633.1 et seq.) or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been validly delivered and be valid and effective for all purposes. This Amendment No. 1 consists of two (2) pages.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the to the City of Marina Agreement for On-Call Construction Management and Inspection Services to increase the annual compensation cap and for CONTRACTOR to provide on-call construction management and inspection support services for the City on an as-needed basis as determined by the City Engineer on the date(s) and year written below.

CITY OF MARINA

Wallace Group, a California Corporation

By: _____
Layne Long
City Manager

By: _____
Name:
Its:

Date: _____ 2020

Date: _____ 2020

(Attestation & Approval follow)

ATTEST:

By: _____
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT B

Standard Billing Rates



Engineering, Design & Support Services:

Prevailing Wage*

Assistant Designer/Technician	\$ 90
Designer/Technician I - IV	\$ 95 - \$125
Senior Designer I - III	\$138 - \$148
GIS Technical Specialist	\$135
Senior GIS Technical Specialist	\$145
Associate Engineer I - III	\$ 115 - \$135
Engineer I - IV	\$145 - \$160
Senior Engineer I - III	\$170 - \$180
Director	\$185
Principal Engineer/Consulting Engineer	\$215
Principal	\$230

Surveying Services:

Associate Survey Technician	\$ 95	
One-Person Survey Crew	\$160	\$195
Two-Person Survey Crew	\$215	\$290
Three-Person Survey Crew	\$275	\$370
Survey Technician I - IV	\$115 - \$139	
Land Surveyor I - III	\$145 - \$155	
Senior Land Surveyor I - III	\$160 - \$170	
Director	\$185	

Planning Services:

Associate Planner I - II	\$ 95 - \$105
Planner I - IV	\$128 - \$152
Senior Planner I - III	\$155 - \$165
Director	\$175

Landscape Architecture Services:

Associate Landscape Designer I - II	\$ 90 - \$100
Designer I - IV	\$110 - \$128
Landscape Architect I - IV	\$130 - \$145
Senior Landscape Architect I - III	\$147 - \$161
Director	\$165

Construction Management / Field Inspection Services:

Construction Office Tech I-III	\$ 95 - \$115	
Construction Inspector I - II	\$120 - \$135	\$155 - 160
Senior Construction Inspector	\$145	\$165
Assistant Resident Engineer I - II	\$140 - \$145	
Resident Engineer I - III	\$150 - \$160	
Senior Resident Engineer	\$170	
Director	\$180	

Public Works Administration Services:

Project Analyst I - IV.....	\$110 - \$140
Senior Project Analyst I - III	\$145 - \$155
Senior Environmental Compliance Specialist I - III.....	\$160 - \$170

Support Services:

Office Assistant	\$ 85
Project Assistant I - III	\$ 90 - \$100

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

***Prevailing Wage:**

State established prevailing wage rates may apply to some services and those rates are subject to change.

STANDARD FEE SCHEDULE

EFFECTIVE JANUARY 2020

Professional Services:

<u>Classification</u>	<u>Basic Rate</u>
Principal.....	\$205/hr
Senior Project Manager	\$180/hr
Senior Project Specialist	\$175/hr
Project Manager	\$155/hr
Senior Project Engineer or Geologist	\$140/hr
Project Engineer or Geologist	\$110/hr
Staff Engineer or Geologist	\$95/hr
Engineer or Geologist Intern.....	\$60/hr
Resident Construction Engineer	\$170/hr
Construction Manager	\$145/hr
Construction Observer 3	\$120/hr
Construction Observer 2	\$105/hr
Construction Observer 1	\$95/hr
Technician Leader or Supervisor	\$125/hr
Laboratory Supervisor	\$100/hr
Technician 3	\$85/hr
Technician 2	\$70/hr
Technician 1	\$55/hr
CAD Designer	\$125/hr
CAD Technician	\$80/hr
Administrative Assistant	\$75/hr

**Overtime rates for Construction Inspection, Technicians and Office Staff is 1.5 x rates shown.

Laboratory tests are quoted on separate schedule or cost plus 10 percent for outside laboratory testing when applicable.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$350 per hour.

Rates do not include prevailing wage rates for field services. Prevailing wages will be determined on a project-by-project basis.

Other Direct Charges:

Subcontracted services, copying and rented equipment	Cost Plus 10%
Travel, subsistence, and expenses	Cost Plus 10%
Vehicle.....	\$ 80/day
Automobile Mileage.....	\$ 0.55/mile



BUTANO GEOTECHNICAL ENGINEERING, INC.
231 GREEN VALLEY ROAD, SUITE E, FREEDOM, CALIFORNIA 95019
PHONE: 831.724.2612
WWW.BUTANOGEOTECH.COM

SCHEDULE OF FEES

Effective January 1, 2020

PROFESSIONAL SERVICES

Expert Testimony/Deposition.....	\$ 350.00/hour
Principal Engineer/Geologist.....	\$ 175.00/hour
Senior Engineer.....	\$ 160.00/hour
Staff Engineer.....	\$ 130.00/hour
Engineering Assistant.....	\$ 90.00/hour
Draftperson.....	\$ 100.00/hour

FIELD OBSERVATION AND TESTING SERVICES

Field Supervisor.....	\$ 120.00/hour
Field Engineering Technician.....	\$ 95.00/hour
Field Engineering Technician (Prevailing Wage).....	\$ 120.00/hour
Field Engineering Technician Overtime (Prevailing Wage).....	\$ 165.00/hour
Field Engineering Technician 2 ND Shift (Prevailing Wage).....	\$ 125.00/hour

There is a two-hour minimum charge (Portal to Portal) on all field observation and testing services for field technicians. Overtime rates of 1½ times the hourly rate will be billed for time in excess of eight hours per day and on Saturdays. Double time will be billed for Sundays and Holidays.

OTHER SERVICES

Hired subcontractors.....	cost + 15%
Large Format Printing (i.e. Plan Sheets).....	\$ 0.50 per sq. foot
Small Format Printing (i.e. Extra Report Copies).....	\$ 0.25 per page

ALL FINAL REPORTS will not be released until outstanding invoices are paid in full.



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LABORATORY TESTING SERVICES

Moisture Content.....\$15.00/each
Moisture Content/Dry Density.....\$20.00/each

Atterberg Limits.....\$200.00/each

Particle Size Analysis

With #200 Wash.....\$100.00/each
% Passing #200 Only.....\$50.00/each
Hydrometer.....\$100.00/each
Sieve Analysis With Hydrometer.....\$150.00/each

Maximum Density Curve (Modified Proctor)

Four-inch mold.....\$215.00/each
Six-inch mold.....\$265.00/each
Check Point.....\$80.00/each

Direct Shear (All Prices are Per Point)

Consolidated-Drained.....\$125.00/each
Unconsolidated-Undrained.....\$50.00/each
Consolidated-Undrained.....\$80.00/each
Remolded Consolidated-Drained.....\$145.00/each
Remolded Unconsolidated-Undrained.....\$70.00/each
Remolded Consolidated-Undrained.....\$100.00/each
Residual Consolidated-Drained.....\$225.00/each
Residual Unconsolidated-Undrained.....\$150.00/each
Residual Consolidated-Undrained.....\$180.00/each

Consolidation Test, Time Rate.....\$380.00/each
Consolidation Test, With Out Time Rate.....\$150.00/each

Expansion.....\$125.00/each
Swell Pressure.....\$ 225.00/each

Outside Laboratory Testing.....Cost + 20 %



Planning for Success.

FEE SCHEDULE

(Effective January 1, 2020)

Principals

Hourly Billing Rate

Senior Principal	\$250.00
Principal	\$225.00

Planners

Principal Planner	\$200.00
Senior Planner	\$175.00
Associate Planner	\$150.00
Assistant Planner	\$125.00

Biologists

Monitoring Rate

Principal Biologist	\$190.00	(\$145.00)
Senior Biologist	\$155.00	(\$125.00)
Associate Biologist	\$130.00	(\$110.00)
Assistant Biologist	\$115.00	(\$95.00)
Certified Arborist	\$125.00	

Archaeologist

Registered Professional Archaeologist	\$155.00
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Support Staff

Desktop Publisher	\$150.00
Administrative Assistant	\$115.00
Office Assistant	\$95.00

This fee schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus ten percent (10%) for administration. All outside services are billed at cost plus ten percent (10%) for administration. This fee schedule is subject to revision at any time.

A retainer of up to fifty percent (50%) of the approved contract amount may be required for new clients or projects. Invoices are due and payable within 30 days. Past due balances are subject to a service charge of one and one-half percent (1.5%) per month. Service charges are in addition to approved contract amount.

Expert witness services are provided at a 50 percent mark-up.

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

301 Lighthouse Avenue Suite C Monterey California 93940 Tel 831-649-1799 Fax 831-649-8399
www.emcplanning.com



San Luis Obispo
805.459.4329
gotto@ottoelectrical.com

793 E. Foothill Blvd, Suite A-23
San Luis Obispo, CA 93405

2020 Rates

Principal Electrical Engineer	\$150.00
Electrical Engineer	\$130.00
Electrical Designer	\$115.00
Secretarial	\$75.00

Expedited work resulting in overtime shall be billed at 150% of base rate

NOTE: Rates are subject to change annually in January of each year. Direct expenses shall be reimbursed as follows:

Air fare	Cost + 15%
Lodging	Cost + 15%
Mileage	IRS Rate per mile
Reproduction	Cost + 15%
Mailing/Shipping	Cost + 15%

Rate Schedule

Principal Engineer	\$145/hr
Senior Engineer/Project Manager	\$115/hr
Project Engineer	\$90/hr
Staff Drafting	\$60/hr

Hourly billing is based on the then current rates. Rates are effective through December 2020. Murphy Structural Engineers reserves the right to adjust hourly rates on an annual basis.

TRANSMITTAL



WALLACE GROUP®

CIVIL AND
TRANSPORTATION
ENGINEERINGCONSTRUCTION
MANAGEMENTLANDSCAPE
ARCHITECTUREMECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATIONSURVEYING /
GIS SOLUTIONS

WATER RESOURCES

Date: September 11, 2020**Project Number:** PP20-7023-0915

To: Brian McMinn
City of Marina
209 Cypress Avenue
Marina, California 93933**VIA Email****Phone:** 831-884-1212**Fax:****Email:** bmcminn@cityofmarina.org

From: Jorge Aguilar, PE
Principal
WALLACE GROUP
612 Clarion Court
San Luis Obispo, CA 93401**Phone:** 805 544-4011**Fax:** 805 544-4294**Email:** jorgea@wallacegroup.us

Subject: Proposal for City of Marina Annual Resurfacing

Please find attached our proposal for the above referenced project. If this proposal meets with your approval, please sign where indicated and return to our office, **to the attention of Kylie Castle (kyliec@wallacegroup.us), Marketing Coordinator**, which will serve as our notice-to-proceed on your project.

Please call me if you have any questions at 805 544-4011.

Thank you.

ATTACHMENT
PP20-7023
Exhibit A
Exhibit B

WALLACE GROUP
A California Corporation612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401T 805 544-4011
F 805 544-4294www.wallacegroup.us

September 11, 2020

Brian McMinn
City of Marina
209 Cypress Avenue
Marina, California 93933

Subject: City of Marina Annual Resurfacing

Dear Mr. McMinn:

Wallace Group appreciates the opportunity to provide you with our proposal for surveying and civil engineering design services for the above referenced project. Based on our review of the provided documents and our discussion with the Program Manager, the following Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

The City's Annual Resurfacing Project involves a mix of reconstruction, cape seal, and microsurfacing. The street resurfacing also triggers necessary ADA improvements at various intersections. The streets to receive treatment are shown on Figure 1 and in the table below with the approximate length and number of ramps to be upgraded per street segment.

No.	Street	Beginning	End	Length (ft)	No. Ramps
A - Street Reconstruction (Blue in Figure 1)					
1.	Flower Cir	Carmel Ave	End	840	2
Total				840	2
B - Microsurfacing (Yellow in Figure 1)					
1.	Bostick Ave	Reindollar Ave	113' n/o Larson Ct	270	3
2.	Cardoza Ave at Abdy Way Intersection			860	4
3.	Reindollar Ave	California Ave	Bostick Ave	1,020	10
4.	McCulloch Cir	Michael Dr	End	470	2
5.	Phillip Cir	Reindollar Ave	End	350	0
6.	Westwood Ct	Reindollar Ave	End	340	0
7.	Beach Rd	436' w/o Marina Dr	Marina Dr	470	0
8.	Del Monte Blvd	507' s/o Beach Rd	887' s/o Beach Rd	380	0
Total				4,160	19
C - Cape Seal (Red in Figure 1)					
1.	Melanie Rd	Peninsula Dr	Beach Rd	1,760	10
Total				1,760	10
D - Curb Ramp (Cyan in Figure 1)					
1.	California Ave at Marina Heights Dr			0	1
Total				0	1



CIVIL AND
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CONSTRUCTION
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ENGINEERING

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SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

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F 805 544-4294

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No.	Street	Beginning	End	Length (ft)	No. Ramps
E - Microsurfacing (Orange in Figure 1)					
1.	Max Cir	Reindollar Ave	End	560	2
2.	Hillcrest Ave	138' w/o Owen Ave	Zanetta Dr	440	3
3.	Imjin Rd	University Dr	Neeson Rd	1,570	1
4.	Lake Dr	Palm Ave	Messinger Dr	960	3
5.	Reindollar Ave	Del Monte Blvd	Sunset Ave	1,680	0
6.	Seacrest Ave	Carmel Ave	Reservation Rd	1,530	0
Total				6,740	9
Grand Total					41



Figure 1: Resurfacing Street Location Map

Flower Circle is the only street identified for street reconstruction. Earth Systems is on the Wallace Group team to provide geotechnical recommendations for reconstruction alternatives. Anticipated reconstruction options are conventional reconstruction, conventional reconstruction with re-use of the grindings as subbase, and reconstruction using full depth reclamation. The intersection of Flower Circle with Carmel Avenue currently has large curb returns and no curb ramps. We will evaluate tightening up the returns and adding two pedestrian ramps and a walkway across Flower Circle.



Streets identified as receiving cape seal or microsurfacing treatment will be delineated on an aerial image to determine approximate quantities. We assumed that the existing profile and grade of these streets will not be modified. Fourteen streets are included for microsurfacing and one for cape seal. Although Melanie Road is to have a cape seal treatment, the City has requested additional grading design at the intersection with Vista Del Camino. There is evidence of vehicles scrapping bottom near the concrete cross gutters, particularly on the northwest leg. Wallace Group will evaluate the vertical clearance issues and provide recommendations to the City.

The street resurfacing triggers ADA improvements, and the City has specified ramp construction at 41 curb returns where there are no existing ramp facilities. Wallace Group will collect field survey at each location and develop proposed curb ramp layouts designed to meet Caltrans design standards in conformance with ADA standards.

This project proposes to modify the intersection of Cardoza Avenue and Abdy Way to better align the through movements through the intersection. Cardoza Avenue/Abdy Way is a two-way stop-controlled intersection set on a skew. The paved width is wide on the west side with right-turn bypass lanes for the southbound to westbound and eastbound to southbound movements. In addition to the skew of the intersection, a northbound left-turn lane results in a disjointed through movement, particularly in the northbound direction. The City would like to improve alignment of the movements through the intersection with minimal impacts to the adjacent properties. The City will be providing lane configuration requirements, and if the right-turn bypass lanes are not required, the pavement in this area may be removed and the area could be used for LID features. Based on the lane configuration and any subsequent geometric changes for the intersection, adding a sidewalk on the northeast corner will be evaluated.

Finally, this project also includes the survey of the intersection of California Avenue and Marina Heights Drive and the design of an ADA ramp on the west side of this intersection in order to provide facilities for a planned pedestrian crossing. Additional scope for the evaluation and design of the pedestrian crossing treatments is included in a separate proposal.

The following scope of services includes field survey, stormwater quality, geotechnical analysis, and roadway design. The Wallace Group team will develop the roadway improvement plans, specifications, and estimate (PS&E) for the project while coordinating with City staff. We anticipate that the City will prepare the advertising package including other "front end" documents and notices. Construction support services are not included at this time. If the City desires Wallace Group to provide Construction Management services, additional authorization will be required.

SCOPE OF SERVICES

Task 1: Project Management

This task consists of project management and coordination throughout the anticipated up to 9-month duration of the project. This task includes project setup with staff and subconsultants, internal administration, budget/schedule monitoring, monthly reporting, and services invoicing for the project.

It is anticipated that up to two key members of the Wallace Group team will attend a project design kick-off meeting and field review with City staff. This meeting will provide the opportunity for the participants to discuss the City's desires for the project. We will prepare an agenda and meeting notes for distribution to the team. Additionally, Wallace Group will coordinate up to two (2) review meetings following the receipt of written comments from the



City pertaining to the Draft (65%) and Draft Final (95%) PS&E submittals to solidify our strategy moving forward. Wallace Group will prepare an agenda for each meeting and follow up with relevant notes and action item listings.

Based on our discussion with the Program Manager, we anticipate formal quality control will be completed by program management and a formal program/review is not included in this scope. The Wallace Group Principal in Charge will perform overall quality assurance, and internal supervisorial quality control will be an on-going task performed by the Project Manager and task leads.

Deliverables:

- Status reports and invoicing
- Schedule and updates
- Meeting agendas and notes

Task 2: Topographic and Right of Way Survey Base Map

Wallace Group will provide a topographic and roadway right of way survey base map which will be used for the design of a portion the project and project roads. The right of way will be established using record maps on file with the County Surveyor's Office and right of way recorded documents provided by the City.

Task 2.1 Topographic Survey

The survey mapping will be constrained horizontally to the California Coordinate System of 1983 (CCS83), Zone 4 projection and vertically to the North American Vertical Datum of 1988 (NAVD88). Survey control stations will be set near the edges of the project mapping limits so that they are available for construction survey staking control and likely will remain through construction and along the route of the proposed street improvements.

For Flower Circle, the mapping will extend between face of curbs at a scale of 1" = 20' with a one-foot contour interval and will include cross sections of the road prism at an approximate interval of every 25 feet. The mapping limits for these street segments will be limited to provide a typical illustration of the road prism and utility locations. We will locate sufficient measurements to show the horizontal alignment of curb and gutter and striping, along with the vertical contouring of the road. The mapping in this area will be provided for use in plan and profile sheets, quantity take-off and for re-striping plans. The mapping will include known underground utilities will be plotted based on a combination of field measurements and record mapping and atlases for utilities within the project limits.

Mapping for streets with cape seal and microsurfacing will be based on publicly available aerial imagery, and we do not anticipate and field survey for these segments.

The mapping for the intersections within the resurfacing areas, Cardoza Avenue/Abdy Way and California Avenue/Marina Heights Drive, together with 36 other curb returns indicated for ADA improvements, will be mapped at a level of elevation detail and accuracy for the purpose of ADA design. The survey base map within this area will be prepared at a scale of 1" = 10' with a one-foot contour interval and will include cross sections of the road prism at an approximate interval of approximately every 10 feet. The mapping will show such visible features as edges of pavements, sidewalk, utility poles and structures, manholes, buildings, brush, and vegetation lines. The mapping will also include the location of above ground utility structures and additional information or accuracy for a variety of features. Known underground utilities will be plotted based on a combination of field measurements and record mapping and atlases for utilities within the project limits. In this area we will also



measure the invert elevation of storm and sewer structures and show the size, material, and direction of flow of the pipes entering and existing these structures. Trees greater than four inches in diameter measured at four feet above ground and within the red mapping limits shall be located with their trunk size and drip lines depicted.

The field survey of the traveled way within the streets will be accomplished using remote sensing. This will be carried out using a Trimble SX10 Scanning Total Station with the capture of a dense point cloud. Utilizing this data collection technique will keep field survey staff away from vehicular traffic, increase the efficiency of the field survey and help ensure the safety of field staff and the traveling public.

Task 2.2 Record Right of Way

We anticipate locating sufficient monuments to establish the record right of way at intersections requiring ADA improvements. Procuring preliminary title reports for the adjacent properties is assumed to not be necessary and therefore is not included in this scope of work. A portion of the roads in questions were created by subdivisions that left little to no record monumentation and have very little to no record of subsequent filed County survey maps. For these roads, it may be necessary to use physical improvements as the best evidence of the location of the right of way, and adjacent side lines.

Deliverables:

- Topographic Survey Base map with an electronic file in Civil 3d 2020

Task 3: Geotechnical Investigation and Pavement Recommendations Report

Earth Systems is on the Wallace Group team to provide geotechnical investigation and pavement recommendations for the proposed reconstruction of Flower Circle. To evaluate the subsurface conditions and the existing pavement section, Earth Systems plans to drill four borings within the roadway alignment to an approximate depth of 5 feet. During the course of drilling, soil samples will be obtained by means of ring-lined barrel samplers. Bulk soil samples will also be obtained from the borings. Soils will be classified in general accordance with the Unified Soil Classification System and ASTM D 2488. A map identifying the approximate location of the borings along with copies of the boring logs will be included in the report. The borings will be backfilled with on-site materials and surfaced with compacted asphalt cold patch.

Soil samples of the subgrade soil will be tested in the laboratory to determine such properties as bulk density and moisture, and R-value. If FDR is a feasible option based upon the encountered conditions, unconfined compression testing of treated samples will be performed. The final determination of the number and types of tests to be performed will depend upon the subsurface conditions encountered. Prior to performing the investigation, they will secure an encroachment permit from the City. Signage will also be placed along the street 48 hours prior to exploration. Since the street is a residential cul-de-sac, we do not anticipate formal traffic control and will provide full time access in both directions and to all driveways.

The field and laboratory data will be reviewed by a Registered Professional Engineer and evaluated with respect to the development of geotechnical recommendations for pavement reconstruction. Anticipated reconstruction options are conventional reconstruction, conventional reconstruction with re-use of the grindings as subbase, and reconstruction using FDR. Earth Systems has included laboratory testing and analysis to complete the FDR mix design during the design phase in order to reduce the construction phase duration, increase efficiency, reduce change order potentials, and reduce construction costs for the City.



A brief report will be prepared by Earth Systems to present their findings and recommendations for HMA pavement section based upon the tested R-value of the subgrade soils and the traffic index provided by the City.

Deliverables:

- Geotechnical Investigation and Pavement Recommendations Report (PDF)

Task 4: Draft Plans and Estimate (65%)

Wallace Group will prepare plans and estimates for the various project roadways and intersections. Resurfacing limits will be depicted for each street segment with necessary features shown and labeled, such as grades and utility impacts. Any required utility coordination will be provided by the Program Manager, and it is anticipated that Wallace Group will provide limited support for any coordination tasks. Please note that we assume that drainage and utility design would not be required and is therefore is not included in our scope.

Detailed ramp design will be developed for the 65% plan submittal, and vertical design will be considered to show accurate limits of reconstruction; however, detailed elevation labels and call outs will not be provided until the 95% design phase.

Task 4.1 Draft Plans (65%)

Wallace Group will prepare and submit conceptual layouts for the intersection improvements at Cardoza Avenue/Abdy Way and up to two other intersections. We will also prepare and submit a table summarizing the ramps to be reconstructed within each street segment and the proposed curb ramp design type (i.e. Case A or Case C). This submittal provides a clear and concise opportunity for City staff to review the concepts and allows for edits or adjustments prior to finalization of the improvements for final design. We anticipate receiving one set of written comments on this concept, and this submittal will serve to confirm our approach moving forward.

Following review and approval of the conceptual layout, Wallace Group will prepare one combined set of plans for all roadway segments and intersection improvements using City standard title sheet and general notes. Our scope assumes that the roadway treatments will be consistent with those listed in the Project Understanding.

Traffic control, construction staging, water pollution control and SWPPP plans will be covered in plan sheet notes, project technical specifications, or required as submittals by the Contractor. Our scope assumes that separate plan sheets for these items will not be required. It is assumed that these items will be prepared by the Contractor as a part of their bid.

Reconstruction: Flower Circle is the only street slated for reconstruction. The length of reconstruction is approximately 840'. The layouts sheets for this street will be in a 20-scale plan and profile format and include centerline profile and edge of pavement elevations at an appropriate interval. Two (2) plan and profile sheets are anticipated for this street.



Figure 2: Flower Circle

Microsurfacing/Cape Seal: There are fifteen (15) streets slated for microsurfacing or cape seal. Roadway layout sheets will be prepared at 20-scale and will show approximate limits of the treatment superimposed on an aerial background. We anticipate placing two viewports on each sheet to reduce the total number of plan sheets to fourteen (14). Signing and striping is minimal; therefore, those items will be shown and labeled on the layout sheets.

Construction detail sheets will be set up to show the limits of the ADA ramp improvements at 1"=5' scale with approximately two ramps per sheet; however, labels and elevations will not be included until the 95% phase. This results in approximately thirty-four (20) construction detail sheets. We anticipate that the intersection improvements for Cardoza Avenue/Abdy Way will include demolition, layout, construction details, and signing and striping plans.

The following sheets are anticipated:

- Title Sheet.....(1 sheet, No Scale)
- General Notes.....(1 sheet, No Scale)
- Typical Cross Sections.....(1 sheet, No Scale)
- Key Map.....(1 sheet, No Scale)
- Survey Control Sheets.....(11 sheets, 1"=20' Scale)
- Cardoza Ave/Abdy Way Demolition Plan.....(1 sheet, 1"=20' Scale)
- Layouts.....(16 sheets, 1"=20' Scale)
- Construction Details.....(20 sheets, 1"=5' Scale)
- Cardoza Ave/Abdy Way Signing and Striping Plans.....(1 sheet, 1"=20' Scale)
- Total Estimated Plan Sheets..... 45**

Task 4.2 Draft Engineer’s Opinion of Probable Construction Costs (65% Estimate)

Preliminary quantity takeoffs will be generated based on the draft 65% design. Relevant unit bid information will be acquired from the State’s “As-Bid” data bases and adjusted as needed to accurately represent anticipated project costs. Based on this information, a Draft Engineer’s Opinion of Probable Construction Costs (EOPCC) will be generated and submitted to the City for review.

Task 4.4 Stormwater Regulation Compliance Memorandum

The City wishes to comply with all applicable storm water treatment regulations which will be based on the level of new construction and increase in impermeable surfaces. The layouts developed for the 65% design will be assessed to measure the level of impermeable surface increase and develop a memorandum of storm water regulation compliance. The analysis will



be completed on a per street basis. This memorandum will define whether additional scope will be required for completion of a more detailed analysis and design. Based on our experience with recent projects, we anticipate that the street segments would be unregulated projects due to not increasing the amount of impervious area and not changing the line and grade of the roadways. Therefore, we anticipate that this project would not be required to comply with the requirements of the Post Construction Requirements.

Deliverables:

- Draft 65% Design Plans (PDF)
- Draft 65% EOPCC (PDF)
- Storm Water Control Plan Assessment Memorandum (PDF)

Task 5: Draft Final Plans, Specifications, and Estimate (95% PS&E)

At the beginning of this task we anticipate receiving written comments on the 65% P&E task deliverables. The Wallace Group team will coordinate, attend, and provide notes on the 65% submittal review meeting using video conferencing software with City staff. The final design will proceed based upon the comments and direction received. It is anticipated that comments will be relatively minor, and adjustments to the approved configuration will not be required at this stage of design. We will formalize our understanding of the City's feedback and verify comments have been addressed using our Comment Resolution forms as we proceed with preparations of the final construction documents.

Task 5.1 Draft Final Plans (95%)

The project design and plans will be further developed to include all ADA ramp construction detail information such as dimensions, elevations, notes, and pay item callouts. Upon completion, the plan sheets will be delivered to the City for review.

Task 5.2 Draft Final Technical Specifications (95%)

Construction specifications will be produced based on applicable City and Caltrans standards as appropriate. We anticipate the technical specifications will be formatted per Caltrans 2018 Construction Contract Specification format. We anticipate that the City will prepare boiler plate or front-end documents and we will prepare technical specifications related to the bid items.

Task 5.3 Draft Final Engineer's Opinion of Probable Construction Costs (95% Estimate)

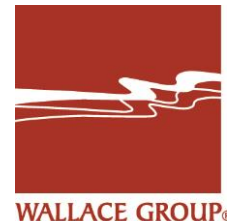
The cost estimate will be updated based on any changes to the project design and submitted to the City for review.

Deliverables:

- Draft Final 95% Design Plans (PDF)
- Draft Final 95% Specifications (PDF)
- Draft Final 95% EOPCC (PDF)

Task 6: Final PS&E

At the beginning of this task we anticipate receiving written comments on the 95% PS&E task deliverables. The Wallace Group team will coordinate, attend, and provide notes on the 95% submittal review meeting using video conferencing software with City staff. The final design will proceed based upon the comments and direction received. It is anticipated that comments will be relatively minor, and adjustments to the approved configuration will not be required at this stage of design. We will formalize our understanding of the City's feedback



and verify comments have been addressed using our Comment Resolution forms as we proceed with preparations of the final construction documents.

Task 6.1 Final Plans

The project design and plans will be finalized and further developed with relevant details, notes, and pay item callouts. Upon completion, the plan sheets will be delivered to the City for review and approval.

Task 6.2 Final Technical Specifications

Technical specifications will be finalized based on minor revisions, if needed, to the plans or bid items. We assume we will work closely with the City who will be responsible to advise if there are specific conditions that are to be reflected in the technical specifications that are not typical to other agencies or required by the “boiler plate” sections of the bid package.

Task 6.3 Final Engineer’s Opinion of Probable Construction Costs (Estimate)

The cost estimate will be finalized based on minor revisions to the project plans or bid items.

Following these revisions, the bid documents will be stamped, sealed, and presented to the City for advertisement for construction.

Deliverables:

- Final Plans (PDF) - stamped and signed
- Final Specifications (PDF) - stamped and signed
- Final EOPCC (PDF) - stamped and signed

Task 7: Bidding Support

During the advertising phase of the project, Wallace Group design staff will be available to answer bidding related questions and issue addenda if requested.

The Resident Engineer’s File will be prepared and submitted as part of this task. Items to be furnished will be as requested by the City and may include:

- Pertinent Correspondence and Contact List
- Quantity calculation records and Working level cross-sections used in design
- Survey notes and monumentation data (does not include slope staking notes)
- Analysis of bids

Our staff will work with City staff to reply to and record Contractor Requests for Information (RFI’s) and if necessary, issue Addenda to the advertised bid package. We will also be available to review the City’s bid tabulation to provide our input on responsiveness of bidders.

Due to the indeterminate nature of the coordination/support requests, this task is currently intended to proceed on a time and materials basis to the budgeted amount shown for this task. If more support requests are received, they are to be authorized by the City as additional work if needed.



SCHEDULE

We intend to work with City staff to finalize a project schedule but would anticipate the following guideline for the agreed upon project schedule:

- | | |
|-----------------------------|----------------|
| • Notice to Proceed | September 2020 |
| • Geotechnical Report | November 2020 |
| • Survey Base Map Completed | December 2020 |
| • 65% P&E | January 2021 |
| • City Review | February 2021 |
| • 95% PS&E | March 2021 |
| • City Review | April 2021 |
| • Final PS&E | May 2021 |

ADDITIONAL SERVICES

Wallace Group can provide additional services not explicitly contained in this scope but desired by the City, directly or through sub-consultants, as additional services upon request with authorization of necessary additional budget.

TO BE PROVIDED BY THE CLIENT

- Traffic analysis to determine lane configuration needs at Cardoza/Abdy intersection
- As-built information, Traffic Index and other technical data as necessary
- Storm Water Control Plan memorandum review and direction
- Payment of any fees not specifically included in the budget
- Client shall provide the DIR Project Number for this project. To do so, the Client will need to complete the PWC-100 form and submit to the DIR prior to the commencement of the field survey. This is required to be in compliance with State of California Prevailing Wage laws.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

Services or deliverables not specifically named and included in the scope of work are explicitly excluded.

PROJECT FEES

Wallace Group will perform the services outlined above in accordance with the attached Standard Billing Rates (Exhibit A). The project fees are shown allocated by task to indicate our expected distribution of work (Exhibit B). However, the task fee allocations are not individual contract limits. These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$254,112 without receiving written authorization from the Client.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.



TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, our master services agreement with the City of Marina dated May 18, 2020 is considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for surveying and civil engineering design services. If you would like to discuss this proposal in greater detail, please feel free to contact me or the Project Manager, Sarah Huffman.

Sincerely,

WALLACE GROUP, a California Corporation

Jorge Aguilar, PE C48704
Principal

612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Attachments
GGM: PP20-7023, 2019
Exhibit A
Exhibit B

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Exhibit A
Standard Billing Rates



Engineering, Design & Support Services:

Prevailing Wage*

Assistant Designer/Technician	\$ 90
Designer/Technician I - IV	\$ 95 - \$125
Senior Designer I - III	\$138 - \$148
GIS Technical Specialist	\$135
Senior GIS Technical Specialist	\$145
Associate Engineer I - III	\$ 115 - \$135
Engineer I - IV	\$145 - \$160
Senior Engineer I - III	\$170 - \$180
Director	\$185
Principal Engineer/Consulting Engineer	\$215
Principal	\$230

Surveying Services:

Associate Survey Technician	\$ 95	
One-Person Survey Crew	\$160	\$195
Two-Person Survey Crew	\$215	\$290
Three-Person Survey Crew	\$275	\$370
Survey Technician I - IV	\$115 - \$139	
Land Surveyor I - III	\$145 - \$155	
Senior Land Surveyor I - III	\$160 - \$170	
Director	\$185	

Support Services:

Office Assistant	\$ 85
Project Assistant I - III	\$ 90 - \$100

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

***Prevailing Wage:**

State established prevailing wage rates may apply to some services and those rates are subject to change.

Wallace Group Team Resource Estimate for the CITY OF MARINA ANNUAL RESURFACING PROJECT											BUDGET SUMMARY					
PHASE/TASK	TASK DESCRIPTION	PRINCIPAL	DIRECTOR	SENIOR ENGINEER I	ENGINEER IV	ENGINEER I	ASSOCIATE ENGINEER II	TWO MAN SURVEY CREW	SURVEY TECHNICIAN	PROJECT ASSISTANT III	EARTH SYSTEMS	Misc. Direct Costs	TOTAL LABOR HOURS	LABOR \$	TOTAL COST \$	
		HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	Cost	HRS			
		RATE	\$230	\$185	\$170	\$160	\$145	\$125	\$290	\$139	\$100					
1	Project Management	16			30					4		\$222	50	\$8,880	\$9,102	
2	Topographic and Right of Way Survey Base Map															
2.1	Topographic Survey		17		4			125	126			\$5,469	272	\$57,549	\$63,018	
2.2	Record Right of Way		23		2			57	61			\$2,494	143	\$29,584	\$32,078	
3	Geotechnical Investigation and Pavement Recommendations Report	1			4		2				64	\$4,000	71	\$11,720	\$15,720	
4	Draft Plans and Estimate (65% P&E)															
4.1	Draft Plans (65%)	6	5		50	94	184		20				359	\$49,715	\$49,715	
4.2	Draft Engineer's Opinion of Probable Construction Costs (65% Estimate)	2			6	10	24						42	\$5,870	\$5,870	
4.4	Stormwater Regulation Compliance Memorandum	1		32	32	32							97	\$15,430	\$15,430	
5	Draft Final Plans, Specifications, and Estimate (95% PS&E)															
5.1	Draft Final Plans (95%)	4	2		35	47	162		4				254	\$34,511	\$34,511	
5.2	Draft Final Technical Specifications (95%)	2			24								26	\$4,300	\$4,300	
5.3	Draft Final Engineer's Opinion of Probable Construction Costs (95% Estimate)	2			4	6	16						28	\$3,970	\$3,970	
6	Final PS&E															
6.1	Final Plans	2	2		17	20	32		2				75	\$10,728	\$10,728	
6.2	Final Technical Specifications	1			8								9	\$1,510	\$1,510	
6.3	Final Engineer's Opinion of Probable Construction Costs (Estimate)	1			2	4	8						15	\$2,130	\$2,130	
7	Bidding Support	4			12		8						24	\$3,840	\$3,840	
	SUB-TOTALS	42	49	32	230	213	436	182	213	4	64	\$12,185	1,465			
	WALLACE GROUP LABOR COSTS	\$9,660	\$9,065	\$5,440	\$36,800	\$30,885	\$54,500	\$52,780	\$29,607	\$400					\$229,137	
	WALLACE GROUP DIRECT COSTS														\$8,185	
	SUBCONSULTANTS TOTAL COSTS											\$14,600				\$14,600
	SUBCONSULTANT OVERHEAD @	15%													\$2,190.00	
	TOTAL														\$254,112	

Task Budgets may fluctuate within Overall Budget

October 2, 2020

Item No: **8g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 6, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING LEASE AGREEMENT BETWEEN THE CITY OF MARINA
AND CEQUEL III COMMUNICATIONS I, LLC. DBA SUDDENLINK
COMMUNICATIONS FOR BUILDING 504 LOCATED AT 3220 IMJIN
ROAD AT THE MARINA MUNICIPAL AIRPORT, AUTHORIZING THE
FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND
BUDGETARY ENTRIES AND AUTHORIZING CITY MANAGER TO
EXECUTE LEASE AGREEMENT ON BEHALF OF THE CITY,
SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020- , approving Lease Agreement between the City of Marina and Cequel III Communications I, LLC., DBA Suddenlink Communications for Building 504 located at 3220 Imjin Road at the Marina Municipal Airport; and
2. Authorizing Finance Director to make necessary accounting and budgetary entries; and
3. Authorizing City Manager to execute Lease Agreement subject on behalf of the City, subject to final review and approval by City Attorney.

BACKGROUND:

Since 2007, Cequel III Communications I, LLC., DBA Suddenlink Communications (Suddenlink) has leased approximately 3,000 square feet of office and warehouse space in Building 524, a large +/- 40,000 square foot former military aircraft maintenance hangar/building at the Marina Municipal Airport. Suddenlink is in the business of operating cable broadband systems and uses the space in Building 524 for administrative office and storage of supplies and equipment in connection with their business activities.

At the regular meeting of January 22, 2020, City Council adopted Resolution 2020-05, approving a Lease Agreement between the City of Marina and Joby Aero, Inc. (Joby) for the 20,500 square foot hangar space in the building located at 761 Neeson Road (Building 524) at the Marina Municipal Airport.

Joby desires to lease as much space as possible of Building 524. Joby's use of Building 524 is an aviation use. Non-aviation uses utilizing aviation serving space must end to accommodate an aviation use as required by the Federal Aviation Administration (FAA).

Since May, staff informed Suddenlink that due to an aviation use, their lease would need to end and the premises vacated in November.

ANALYSIS:

Since Suddenlink's primary service area is mostly former Fort Ord Properties, they desire to remain at the airport and to lease Building 504. Currently vacant, Building 504 is an approximate 2,500 square foot, former administrative office building which has not been occupied by a full-time tenant since 2008.

The leased premises of 2,500 square feet includes office/storage space and two restrooms and is to be used for an administrative office and storage of supplies and equipment in connection with Suddenlink's business activities. No members of the public would enter into the building. Suddenlink will install an equipment drop off box near the building for members of the public returning cable broadband equipment. Suddenlink will not use the leased premises, or any part thereof, or permit them to be used for any other purposes. An easement is granted for ingress to and egress from the leased Premises for vehicles. The lease also provides for parking up to (6) vehicles in a paved area in close proximity to the building.

The Airport relies heavily upon the revenue generated from leasing buildings and/or space in the buildings which accounts for approximately forty nine percent (49%) of the airport's annual revenue. Staff and City Attorney's office have reviewed the Lease Agreement for Building 504 ("EXHIBIT A").

The Lease Agreement provides for:

- Base Term of 5 years and one conditional option period of three years.
- Initial Rent of \$1.00 per square foot.
- Rent will increase annually by three percent (3.0%).

Further benefits of the proposed lease include:

- The lease of space in Building 504 will create ongoing/reoccurring building lease revenue for the Airport.
- A currently vacant building will be occupied full-time.

FISCAL IMPACT:

Should the City Council approve this request, the first year's annual rent revenue to the airport will be approximately \$30,000.

Building lease rent revenue is recorded to FY 2020-21 Budget, Airport Operations Fund 555, Facilities Rents Building Rents, Account No. 555.000.000.00-5460.220.

CONCLUSION:

This request is submitted for the City Council consideration and approval.

Respectfully submitted,

Jeff Crechriou
Airport Services Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING LEASE AGREEMENT BETWEEN THE CITY OF MARINA
AND CEQUEL III COMMUNICATIONS I, LLC. DBA SUDDENLINK
COMMUNICATIONS FOR BUILDING 504 LOCATED AT 3220 IMJIN ROAD
AT THE MARINA MUNICIPAL AIRPORT, AUTHORIZING THE FINANCE
DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY
ENTRIES AND AUTHORIZING CITY MANAGER TO EXECUTE LEASE
AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW
AND APPROVAL BY CITY ATTORNEY

WHEREAS, since 2007, Cequel III Communications I, LLC., DBA Suddenlink Communications (Suddenlink) has leased approximately 3,000 square feet of office and warehouse space in Building 524; and

WHEREAS, Suddenlink is in the business of operating cable broadband systems and uses the space in Building 524 for administrative office and storage of supplies and equipment in connection with their business activities; and

WHEREAS, at the regular meeting of January 22, 2020, City Council adopted Resolution 2020-05, approving a Lease Agreement between the City of Marina and Joby Aero, Inc. (Joby) for the 20,500 square foot hangar space in the building located at 761 Neeson Road (Building 524) at the Marina Municipal Airport; and

WHEREAS, Joby desires to lease as much space as possible of Building 524. Joby's use of Building 524 is an aviation use. Non-aviation uses must end to accommodate an aviation use as required by the Federal Aviation Administration (FAA); and

WHEREAS, since May, staff informed Suddenlink that due to an aviation use, their lease would need to end and the premises vacated in November; and

WHEREAS, the leased premises of 2,500 square feet includes office/storage space and two restrooms and is to be used for an administrative office and storage of supplies and equipment in connection with Suddenlink's business activities; and

WHEREAS, the Airport relies heavily upon the revenue generated from leasing buildings and/or space in the buildings which accounts for approximately forty-nine percent (49%) of the airport's annual revenue; and

WHEREAS, Staff and City Attorney's office have reviewed the Lease Agreement for Building 504 ("**EXHIBIT A**"). The Lease Agreement provides for:

- Base Term of 5 years and one conditional option period of three years.
- Initial Rent of \$1.00 per square foot.
- Rent will increase annually by three percent (3.0%); and

WHEREAS, further benefits of the proposed lease include:

- The lease of space in Building 504 will create ongoing/reoccurring building lease revenue for the Airport.
- A currently vacant building will be occupied full-time; and

WHEREAS, the first year's annual rent revenue to the airport will be approximately \$30,000. Building lease rent revenue is recorded to FY 2020-21 Budget, Airport Operations Fund 555, Facilities Rents Building Rents, Account No. 555.000.000.00-5460.220.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve Lease Agreement between the City of Marina and Cequel III Communications I, LLC., DBA Suddenlink Communications for Building 504 located at 3220 Imjin Road at the Marina Municipal Airport; and
2. Authorize Finance Director to make necessary accounting and budgetary entries; and
3. Authorize City Manager to execute Lease Agreement subject on behalf of the City, subject to final review and approval by City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of October 2020, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

MARINA MUNICIPAL AIRPORT

LEASE BETWEEN

THE CITY OF MARINA

AND

**CEQUEL III COMMUNICATIONS I, LLC., DBA
SUDDENLINK COMMUNICATIONS**

for

BUILDING 504

Recording Requested by and)
 When recorded mail to:)
 City Clerk)
 City of Marina)
 857 Cass Street, Suite D.)
 Monterey, California 93940)
)
 APN 031-112-021)
 _____)

LEASE

THIS LEASE (the "Lease"), made and entered into this ____ day of _____ 2020, by and between the **CITY OF MARINA**, a California municipal corporation ("City"), and **CEQUEL III COMMUNICATIONS I, LLC., DBA SUDDENLINK COMMUNICATIONS**, a limited liability company of the State of Missouri registered to do business in California ("Tenant"), as follows:

Recitals:

This Lease is entered into with reference to the following facts and circumstances, which are hereby found and determined by the parties:

- A. City owns and operates the Marina Municipal Airport (the "Airport") located in the City of Marina. The Airport was formerly known and operated by the U.S. Army as Fritzsche Airfield and was part of the Fort Ord Military Reservation.
- B. Tenant desires to lease a portion of the Airport real property, which includes a structure formerly utilized by the U.S. Army as an administrative office facility, for use in the Tenant's business of operating cable broadband systems.
- C. As the lease of an existing public structure this Lease is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Categorical Exemption 15301.
- E. It is mutually agreed that this Lease is upon and subject to the following terms, covenants, conditions and provisions and Tenant covenants, as a material part of the consideration of this Lease, to keep, perform and comply with each and all of said terms, covenants, conditions and provisions to be kept, performed and complied with, and this Lease is made upon the condition of such performance and compliance.

Terms and Conditions

ARTICLE 1. LEASE OF PREMISES, EASEMENT AND RESERVATION, TERM

1.01 **Leased Premises**. City hereby leases to Tenant, and Tenant hereby leases from City the following real property and premises (the “Premises”), being a portion of the Marina Municipal Airport, located within and around Building Number 504 (the “Building” or “Building 504”) located at 3220 Imjin Rd., Marina, County of Monterey, California, as shown on **Exhibit A**, attached hereto and made a part hereof. The interior space leased consists of approximately 2,500 square feet of office and miscellaneous use space located in the single-story Building 504 as outlined and designated on the floor plan attached hereto as **Exhibit B** and made a part hereof. The Premises, including two restroom facilities, is noncompliant with the Americans with Disabilities Act (“ADA”). The exterior area includes the area shown on **Exhibit A**. An easement is granted for ingress to and egress from the leased Premises for vehicles and the following rights, appurtenances, and easements and no others:

a) The exclusive use of certain portions of the surrounding paved areas and parking lots as shown on **Exhibit A**. City reserves the right to designate alternate parking areas for Tenant’s use. Tenant may, in a manner approved in advance and in writing by the City, mark or designate parking spaces for its use.

b) The furniture, furnishings, fixtures, and equipment, if any, to be set forth in the Schedule of Property attached hereto as **Exhibit C** and made a part hereof.

The foregoing rights shall terminate simultaneously on expiration or sooner termination of this Lease.

1.02 **Easement and Reservation**. The following described easement and reservation is hereby reserved by the City:

a) **Avigation Easement**. The leased Premises shall be subject to an easement and right of way for the unobstructed passage of aircraft in the airspace above the leased Premises, which is reserved by City for the benefit of itself and all members of the general public operating aircraft which land at or take off from the Airport. Concomitant and coextensive with said easement and right of way, City and general public shall have the further right to cause in all airspace above the surface of the leased Premises such noise, vibrations, fumes, dust, fuel particles, and other effects that may be caused by the operation of aircraft landing at or taking off from or otherwise operating at the Airport. In connection with this easement and right of way, Tenant agrees not to cause or permit any structure, natural growth, or other object on the leased Premises which extends into the airspace over the leased Premises more than 210 feet above mean sea level, and not to use or permit the use of the leased Premises in such a manner as to create electrical interference with radio communications between aircraft and the Airport, to make it difficult for flyers to distinguish between airport lights and other lights, to impair visibility in the vicinity of the Airport, or to otherwise endanger aircraft landing at or taking off from the Airport. Tenant further agrees that in the event it causes or permits any structure, natural growth, or other object on the leased Premises which extends into the airspace over the leased Premises more than 210 feet above mean sea level, or otherwise causes or permits any condition on the leased Premises which endangers aircraft landing at or taking off from the Airport, then City shall have the right to enter upon the leased Premises and to remove such structure, natural growth, object or condition

endangering aircraft landing at or taking off from the Airport, all at Tenant's sole cost and expense.

b) **Utility Reservation.** City reserves the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil and gas pipelines; telephone, telegraph and electrical power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across and along any and all portions of the leased Premises. No right reserved by the City in this clause shall be so exercised as to interfere unreasonably with Tenant's operations or to impair the security of any secured creditor of Tenant.

c) **Parking.** The City reserves the right, with prior written notice to Tenant, to use the parking area in conjunction with special events held at the Airport (see 2.03 below). In making use of the parking area, City shall consider and make a good faith effort to alleviate adverse effects on Tenant's operations. City and Tenant agree to reasonably cooperate concerning the City's occasional use of the parking area.

1.04 **Term.** The term of this Lease ("Term") shall be effective upon December 1, 2020 (the "Effective Date"). City shall confirm the Effective Date of this Lease in writing to the Tenant. The Term shall continue for five years following the Effective Date, to the "Expiration Date" five years hence unless terminated earlier as provided herein.

1.05 **Conditional Option to Extend.** City shall have the conditional right and option to renew and extend the term of this Lease by written amendment for an additional period of three years only, through the election and exercise of one three-year option following the Expiration Date in §1.04 hereof. This option is conditional upon FAA approval and Tenant's acceptance of the terms of the lease amendment. This option may be exercised by the City by its giving written notice of its intent to extend this option to the Tenant not sooner than 210 nor less than 180 days before the expiration of the Term.

1.06 **Option to Extend – Rent Payable.** The monthly rent to be paid by the Tenant for the conditional three-year option will be increased by three percent (3.0%) above the monthly rent payable in the final year of the Term as follows:

Rent for Year One of first option to extend =	\$2,898.19 per month.
Rent for Year Two of first option to extend =	\$2,985.13 per month.
Rent for Year Three of first option to extend =	\$3,074.68 per month.

1.07 **Holding Over.** Any holding over after the expiration of the initial or extended term of this Lease with the consent of the City shall be construed to be a tenancy from month-to-month at a monthly rental equal 125% of the monthly rental for final month of the previous term. Tenant's occupancy during any period of holding over shall otherwise be on the same terms and conditions herein specified so far as applicable.

ARTICLE 2. USE OF LEASED PREMISES

2.01 **Use.** This Lease is made for the purpose of allowing Tenant's commercial, non-aeronautical, use of the leased Premises and for granting Tenant certain rights and privileges to occupy Building 504 and to use the adjacent areas designated for parking for Tenant's use. Tenant may use the

Premises in its business of operating cable broadband systems, as Tenant's administrative office and storage of supplies and equipment in connection with Tenant's business activities. There shall be no outdoor storage except within fenced and screened areas approved in advance and in writing by the City or for storage of hazardous materials approved in advance and in writing by the City's Fire Chief. Tenant shall not use the leased premises, or any part thereof, or permit them to be used for any purpose, including residential purposes, other than the purpose specified herein without the consent of the City, such consent not to be unreasonably withheld.

The Tenant by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the leased Premises in any manner that might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the Tenant.

2.02 **Airport Rules & Regulations.** In making use of the leased Premises as specified in this Lease the Tenant shall, in common with all other users of the Airport, comply with the following rules and regulations:

a) Tenant acknowledges that it has received and reviewed a copy of the City's Airport Operating Ordinance (Marina Municipal Code Chapter 13.22) and shall comply with the minimum operating standards or requirements promulgated by City and applicable to each of Tenant's activities on the Airport.

b) Subject to the provisions of the California Code of Civil Procedure §731a, Tenant shall not do or permit to be done upon the Premises any act or thing which constitutes a nuisance, i.e., which may disturb the quiet enjoyment of City, any other tenant of City or private businesses on adjacent land or neighboring property. If City notifies Tenant that such a nuisance or disturbance exists, Tenant agrees, within 72 hours from receiving written notice by the City, to abate or otherwise cause said nuisance to be cured. In the event Tenant has not taken corrective action within 72 hours, the City may enter and abate said nuisance, including but not limited to entering the Premises and abating the nuisance or disturbance, at the expense of Tenant without any liability whatsoever to City for monetary loss or anticipated profits of Tenant or others.

c) Tenant shall have the right, at its expense, to place in the leased Premises a sign or signs identifying Tenant. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved in advance by the City and in conformance with any overall directional graphics or sign program established by the City including section 17.28.060 of the City's Zoning Ordinance. Tenant shall expeditiously submit its application to the City Planning Department to process Tenant's request for a sign or signs to be affixed to the leased Premises, to be readily visible from Imjin Road. City's approval shall not be delayed or withheld unreasonably. Notwithstanding any other provision of this Lease, any signs shall remain the property of Tenant. Tenant shall remove, at its own expense, all lettering, signs and placards so erected on the Premises upon termination of this Lease.

d) Tenant shall have the right, at its expense, to place in or on the Premises trade fixtures, furnishings, personal property, equipment and materials necessary to perform any services provided for or authorized hereunder. Said trade fixtures, furnishings, personal property, equipment and materials shall remain the property of Tenant.

e) Tenant shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business provided for and authorized hereunder, including rules and regulations promulgated by the City, and Tenant shall maintain in effect and post in a prominent place all necessary or required licenses or permits, including an Occupancy Permit obtained pursuant to Marina Municipal Code, Chapter 15.54 and a City business license pursuant to Marina Municipal Code Title 5, prior to commencing occupancy and operations. Tenant shall prepare an Emergency Action/Fire Protection Plan. Current plan shall be kept on file with the City's Fire Department.

f) Tenant agrees at its own expense to keep and maintain on the leased Premises portable fire extinguishers of such number, size and type as may be prescribed from time to time by the regulations of the City's Fire Department.

g) Tenant shall be responsible for the maintenance and repair of the Premises as set forth in §10.02 of this Lease and shall keep and maintain the Premises in good condition, order and repair, and shall surrender same upon the expiration of this Lease in the condition in which they are required to be kept, reasonable wear and tear and damage by the elements not caused by Tenant's negligence excepted. Tenant, by this Lease, specifically waives the provisions of §§1941 and 1942 of the California Civil Code with respect to the landlord's obligations for the tenantability of leased Premises and the Tenant's right to make repairs and deduct the expenses of such repairs from rent.

h) Semi-trucks and trailers delivering materials and shipping finished products shall not do so within the Airport operations area unless approved by the Airport Services Manager in writing. Email shall be acceptable for this purpose. Delivery vehicles shall be under the control and/or escort of a representative of the tenant at all times while on the Airport operations area. Semi-trucks and trailers must not be parked in any area of the Airport including the parking lot after delivery or pickup operations are completed.

i) Tenant understands and agrees that its right to use the leased Premises for the purposes provided for by this Lease shall not be, and shall not be construed to be, exclusive of the right of any other person or firm to operate the same or a similar business at the Marina Municipal Airport and to lease premises at the Airport from the City for such purposes, within the meaning of §308A of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1349a). City reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Tenant by this Lease, excepting any rights with respect to the use or possession of the leased Premises.

j) Tenant shall, in good faith use its best efforts to efficiently utilize the facilities covered by this Lease in order to promote and aid the commerce of the Marina Municipal Airport and the use of its facilities at no additional cost to Tenant.

2.03 **Special Events.** Tenant understands and acknowledges that the City will, from time to time, conduct special events at the Airport. Tenant agrees to cooperate with the City concerning these events (e.g. allowing the City to use the Premises Parking Area during weekends if needed). City shall provide not less than 14-days prior written notice to Tenant of any special event which is expected to have an impact on Tenant's operations or use of the property.

ARTICLE 3. USE AND MAINTENANCE OF AIRPORT FACILITIES

3.01 **Maintenance of Airport Facilities.** The City reserves the right but shall not be obligated to the Tenant to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport together with the right to direct and control all activities of the Tenant in this regard.

3.02 **Aerial Approaches.** City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

3.03 **FAA Notification Requirements.** Tenant agrees to comply with the notification and review requirements covered in of the Federal Aviation Regulations in the event future construction of a building is planned for the leased Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the leased Premises. This requires the submission of FAA Form 7460-1 *Notice of Construction or Alteration to the FAA*. The Tenant by accepting this Lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit objects of natural growth or other obstructions on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of Tenant.

3.04 **FAA Safety & Security Rules & Regulations.** Tenant will conform to Airport and FAA safety and security rules and regulations regarding use of the Airport operations area including runways, taxiways, and aircraft aprons by vehicles, employees, customers, visitors, etc., in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction program when offered or required by the Airport; and will be subject to penalties as prescribed by the Airport Manager for violations of the Airport safety and security requirements.

3.05 **Non Interference with Landing and Taking off of Aircraft.** The Tenant by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the Tenant.

ARTICLE 4. RENTS AND FEES

4.01 **Time and Place of Payment.** Tenant shall pay all rental charges and all other obligations due to the City under this Lease every month in advance on or before the first day of the month during the term of this Lease at the office of the City Finance Director, City Hall, 211 Hillcrest Avenue, Marina, California 93933. The rent for certain months of this Lease may be pro-rated. For purposes of calculating and pro-rating rents and other charges due, each month shall be considered to have 30 days, and each year of the initial or any extended term of this Lease to have 360 days.

4.02 **Rent: Initial Rent Amount.** The monthly rent payable shall be \$2,500.00 (at the rate of \$1.00 per square foot per month). Thereafter for the initial term the rent shall increase annually by three percent (3.0%) above the monthly rent payable in the prior year as follows:

Rent for Year Two =	\$2,575.00 per month.
Rent for Year Three =	\$2,652.25 per month.
Rent for Year Four =	\$2,731.82 per month.
Rent for Year Five =	\$2,813.77 per month.

Tenant shall also pay as additional rent, every month as provided above, the amounts set forth in Article 12 herein for utilities (water, sewer, and gas), trash collection and assessments. The rent payable under this Lease shall be triple net (*i.e.*, Tenant shall pay all of its operating expenses, insurance premiums and taxes including possessory interest tax). Rent and all net charges shall commence upon the Effective Date.

4.03 **Delinquency Charge.** Tenant hereby acknowledges that late payment by Tenant of rent and other sums due hereunder will cause the City to incur costs not contemplated by this Lease, the exact amount will be extremely difficult to ascertain. Should any payments due under this Lease remain unpaid ten days after the due date of such payment, a penalty of 10% shall be added to any payments past due. City may, but is not required to, provide written notice to Tenant of Tenant's failure to pay rent when due. City and Tenant agree that this late charge represents a fair and reasonable estimate of costs that the City will incur by reason of the late payment of rent by the Tenant. Acceptance of any such late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent the City from exercising any of the other rights and remedies available to it by reason of such default. Interest on any unpaid rents, charges and any penalty shall accrue at the rate of 1.5% per month thereafter until paid.

4.04 **Performance Deposit.** Upon execution of this Lease, Tenant will pay to the City the sum of \$5,000.00, deposited with the City's funds as partial security of future rental and other payments due. The parties agree that these funds will remain on deposit with the City and shall be considered a performance deposit under this Lease. In the event the City is required to utilize this deposit or any portion thereof during the term of this Lease for the payment of rents, charges, or fees due, Tenant within thirty (30) days from such use of the deposit funds shall deposit with the City an additional sum sufficient to restore the performance deposit to the amount herein set forth. This performance deposit, or any remaining portion thereof, shall be returned to the Tenant at the termination of this Lease, after deduction of any amounts therefrom for payment of any obligation of Tenant due and owing to the City under any of the provisions of this Lease.

4.07 **Accord and Satisfaction.** No payment by Tenant or receipt by the City or a lesser amount of any sum due hereunder shall be deemed to be other than on account of the earliest due rent or payment, nor shall any endorsement or statement on any check or payment, or any letter accompanying any such check or payment, be deemed an accord and satisfaction, and the City may accept such check or payment and pursue any other remedy available in this Lease, at law or in equity. The City may accept any partial payment from Tenant without invalidation or any contractual notice require to be given herein (to the extent such contractual notice is required) and without invalidation of any notice require to be given pursuant to California Code of Civil Procedure section 1161 *et seq.*, or any successor statute thereto.

4.08 **Commissions.** City shall not be liable for the payment of any brokerage commissions or fees associated with this Lease to engineers, contractors, or attorneys working on behalf of Tenant.

ARTICLE 5. TAXES AND ASSESSMENTS

5.01 **Payment.** Tenant shall meet all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted including a **possessory interest tax** created by this Lease, permit and license fees, it being understood by Tenant that although the public property is held in public ownership, **Tenant's interest therein will be taxable as a possessory interest** (California Revenue & Taxation Code §107.6). Tenant shall pay any personal property taxes levied on Tenant's inventory, furnishings, personal property or trade fixtures. Tenant may, at its sole expense and cost, contest any tax or fee. All taxes, fees, assessments, charges, etc. shall be paid prior to their delinquency date and satisfactory evidence that such taxes have been paid shall be furnished to the City.

5.02 **Joint Assessment.** If the Premises are not separately assessed, Tenant's liability shall be an equitable portion of the possessory interest taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by the City from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. The City's reasonable determination thereof, in good faith, shall be conclusive.

5.03 **Assessment by the Monterey County Water Resources Agency (MCWRA).** Tenant shall pay any assessment levied by the MCWRA. If the leased Premises are not separately assessed by MCWRA, Tenant's liability shall be an equitable portion of the MCWRA assessment for all of the land and improvements of which the Premises are a part included within the parcel(s) so assessed, such proportion to be determined by the City from the respective valuations assigned in the MCWRA's work sheets or such other information as may be reasonably available. The City's reasonable determination thereof, in good faith, shall be conclusive provided, however, Tenant may appeal the City's determination of the proration of any MCWRA assessments to the City Council, whose decision shall be final. In the event Tenant fails to pay any assessment when due, the City may, at its option, pay the same and collect from Tenant's performance deposit (see Section 4.06) the amounts so disbursed, plus interest at the rate of 10% per annum or fraction thereof.

ARTICLE 6. SUBORDINATE TO FEDERAL AGREEMENT AND REGULATIONS

6.01 **Subordinate to Agreements with U.S.** This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States government or any department thereof relative to federal aid for the development and maintenance of the Airport or the development, operation or maintenance of the Airport. Failure of the Tenant or any occupant to comply with the requirements of any existing or future agreement between the City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Tenant's rights hereunder. Tenant acknowledges it has been given an opportunity to review the Deed of Conveyance for the leased Premises from the U.S. Army to the City and agrees to comply with all requirements pertinent to Tenant's activities contained in that document.

6.02 **War or National Emergency.** This Lease and all provisions hereof shall be subject to whatever right the United States government has affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

6.03 **Conformance with Federal Aviation Administration Regulations.** Tenant agrees that Tenant's use of the leased Premises, including all future construction, modification or alteration thereon, shall comply with all applicable Federal Aviation Administration regulations now in force or that may be hereafter adopted by Federal authority. This Lease and Tenant's occupancy of the leased Premises is governed by and subject to the provisions set forth in the Federal Aviation Administration Assurances ("Exhibit D") attached hereto and incorporated herein by this reference and as they may be amended in the future. In the event of a conflict between the Federally Aviation Administration Assurances and the terms and conditions of this Lease, the Federally Aviation Administration Assurances shall prevail and control.

6.04 **Federal or State Grants.** City and Tenant agree to mutually cooperate in any application for such economic development grants and loans as may be available to City or Tenant for relocation, job training and economic development of the Airport.

ARTICLE 7. NON-DISCRIMINATION

7.01 Non-Discrimination.

(a) Tenant, for its personal representatives successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that in the event facilities are constructed, maintained, or otherwise operated on the leased Premises for a purpose for which a Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) Tenant, for its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased Premises, (2) that, in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Tenant or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or

is in the form of, personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the City as the Airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the City as the Airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

(d) In the event of breach of any of the nondiscrimination covenants, City (through the City Manager/Airport Manager) shall have the right to terminate this Lease, and to re-enter the Premises, and hold the same as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 Code of Federal Regulations Part 21 are followed and completed including expiration of appeal rights.

7.02 **Compliance with Non-Discrimination Covenants.** Without limiting the generality of any other terms or provisions of this Lease, noncompliance with Section 7.02 above shall constitute a material breach thereof and in the event of such noncompliance City (through the City Manager/Airport Manager) shall have the right to terminate this Lease and the estate hereby created without liability therefor or, at the election of the City of the United States, either or both said governments shall have the right to judicially enforce Sections 7.01 and 7.02 of this Article 7.

7.03 **Covenants in Other Ancillary Agreements.** Tenant agrees that it shall insert the above two (2) provisions in any agreement, sublease, assignment or other agreement by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or non-aeronautical services to the public on the Premises.

ARTICLE 8. CONDITION OF THE PREMISES

8.01 **Acceptance of Leased Premises.** Tenant understands that the leased Premises were formerly used by the federal government as part of an Army air base, that surrounding lands which were also part of such Army air base have, in the past been found to contain concentrations of volatile organic chemicals which exceed standards prescribed by the environmental agencies and the state and federal governments. Pursuant to Health & Safety Code §25359.7(a) Tenant is provided this notice that the structure may contain asbestos materials and lead-based paints. The City has provided to the Tenant an asbestos survey report prepared by the U.S. Army Corps of Engineers for Building 504, which is attached hereto as **Exhibit E** and a recently conducted limited hazardous materials survey for asbestos and lead prepared by M3 Environmental, LLC, which is attached hereto as **Exhibit F**. Tenant acknowledges that City has granted to Tenant the right to review all maps and records of the old Army air base presently on file in the office of the City's Planning Department as well as the right to inspect the leased Premises and perform any tests of the soils and improvements thereon or the groundwater thereunder, all in order to afford Tenant a full and complete opportunity to investigate and determine whether the leased Premises can be used for the purposes for which it is being leased.

8.02 **No Warranty.** Tenant further understands and agrees that no representation, statement, or warranty, express or implied, has been made by or on behalf of the City as to the condition of the leased Premises or the suitability of the Premises for its intended use, save and except for the representation and warranty that no City officer, employee, contractor, subcontractor, tenant, subtenant

or agent has caused any condition of pollution or contamination which may now exist on the leased Premises. Such representation and warranty, however, shall not extend to any condition of pollution or contamination caused by the federal government. Upon entering into occupancy, Tenant also agrees to accept the leased Premises in its present condition and "as is", with respect to all conditions which may now exist on or under the leased Premises save and except for any condition of pollution or contamination caused by an officer, employee, or agent of City. Moreover, Tenant agrees to waive any claim or right of action against the City which Tenant now has or hereafter may acquire arising out of the condition of the leased Premises, its soils and/or the groundwater underlying the leased Premises, including but not limited to any claim of indemnity which Tenant may have by reason of costs incurred by Tenant arising out of the abatement or cleanup of any pollution or contamination condition discovered on the leased Premises hereinafter required under applicable state, federal or city laws or regulations save and except for a claim or right of action arising out of a condition of pollution or contamination caused by an officer, employee or agent of the City. Tenant is not responsible for the cost of environmental abatement, remediation or cleanup of pollution or contamination which is unrelated to the activities of the Tenant, or its officers, employees, agents, contractors or invitees, on the Premises. As of the Effective Date, Tenant waives, releases and discharges the City, its Council, Commissions, Boards and Departments, their respective elected and appointed officials, officers, employees, agents, representatives and attorneys from any and all present and future claims, demands suits, legal and administrative proceedings, and from all liability, damages, losses, costs, liabilities, fees and expenses (including without limitation attorney's fees) arising out of or in any way connected with the Tenant's use, maintenance, leasehold or operation of the leased Premises, any Hazardous Materials, contamination in any state on the leased Premises, however the Hazardous Materials came to be placed there. Tenant acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code of Civil which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

To the extent of the release set forth in this Section 8.02, Tenant hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Tenant's Initials: _____

8.03 Americans with Disabilities Act (ADA). The Building 504 described in this Lease and the real property of which it is a part has not undergone inspection by a certified access specialist (CASp) and has not been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53. In accordance with a written agreement between the City and the Tenant per California Civil Code section 1938(b). Tenant understands and acknowledges that, the City makes no representation concerning the premises compliance with the ADA. A CASp can inspect the premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises. Tenant is solely responsible for determining whether or not Tenant's intended use of Building 504 will be or is in compliance with the

ADA. The City and Tenant acknowledge that certain portions of Building 504 remain inaccessible for some disabled individuals. Upon the Effective Date of this Lease, Tenant shall be responsible for the leased premises compliance with the ADA and Tenant shall hold the City harmless for any liability, loss, damages or claim arising out of or related to compliance with the ADA.

8.04 Disclosure to Sub Lessees and Assignees. Tenant agrees that in the event Tenant subleases all or any portion of the Premises or assigns its interest in this Lease, Tenant shall indemnify and defend the City for, from and against any matters which arise as a result of Tenant's failure to disclose any relevant information about the Premises or the improvements to any subtenant or assignee. It is the intention of the City and Tenant that the immediately preceding sentence shall survive any release of Tenant by the City upon any assignment of this Lease by Tenant.

ARTICLE 9. LEASEHOLD IMPROVEMENTS

9.01 Improvements to Leased Premises. During the initial or any extended term of this Lease Tenant or its contractors or subcontractors shall not make any additions or alterations to the improvements on the leased Premises which attach to, alter, or in any way affect the structural integrity of the Premises, without the prior written consent of the City, such consent not to be unreasonably delayed or withheld. Moreover, upon receiving consent to make an addition or alteration to the improvements on the leased Premises which attach to, alter or in any way affect any structural element of Building 504, Tenant or its contractors or subcontractors shall not commence work on the construction or installation of such added or altered improvement until plans and specifications for same have been submitted to and approved by the City's review processes and a building permit issued. During the initial or any extended term of this Lease, Tenant may make or cause to be made improvement which do not attach to, alter or in any way affect the structural integrity of the Premises and are required for Tenant's use. In making any such improvement Tenant shall obtain all required permits and be solely responsible for any damage to the Premises. Prior to making any improvements that do not attach to, alter or in any way affect the structural integrity of the Premises Tenant shall notify the Airport Manager in writing concerning the improvement and the Airport Manager shall have ten calendar days to object. If the Airport Manager lodges an objection to the improvement the Airport Manager and Tenant shall work in good faith to achieve the Tenant's goal.

9.02 Performance Bond. Tenant shall cause to be made, executed and delivered to City, prior to the date of commencement of any work in or on the leased area which attach to, alter or in any way affect any structural element of Building 504, performance bonds approved as to form and as to surety by the City, with Tenant or Tenant's contractor as principal, and the City specifically named as an additional insured, each in the sum of one hundred percent (100%) of the amount of the contract for all work costing in excess of \$5,000.00 for a) the said required work in accordance with the approved plans and specifications and b) to provide that if Tenant or its contractor or contractors fail to pay for any materials, provisions or other supplies, used in or upon, for or about the performance of the work to be done, or for any work or labor thereon of any kind, that the surety will pay the same, in an amount not exceeding the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee as set by the court.

9.03 Insurance. Before commencing any work which attaches to, alters, or in any way affects any structural element of Building 504 which work will be performed by Tenant or its contractors and/or subcontractors engaged by the Tenant, Tenant agrees to obtain, or cause to be obtained, with a responsible insurance carrier authorized under the laws of the State of California to insure employees

against liability for compensation under the Workers Compensation Insurance and Safety Act, compensation insurance covering full liability for compensation under said Act, for any person injured while performing any work or labor incidental to the work in or on the leased Premises.

9.04 **Title to Improvements.** Upon termination of this Lease or any extended periods thereof, all additions or alterations to the improvements on the leased Premises made by Tenant or its contractors or subcontractors which are not subject to amortization as Tenant allowance-eligible improvements shall become the property of the City without payment of any compensation therefor; provided, however, that upon termination of this Lease, City shall have the option to require Tenant to remove any or all added improvements or restore any altered improvement to the same condition as it was at the commencement of the term of this Lease, all at Tenant's sole cost and expense.

9.05 **Prevailing Wages.** Tenant shall abide by the regulations promulgated by the Fort Ord Reuse Authority in the FORA Master Resolution regarding the payment of prevailing wages for construction and/or improvement projects on former Fort Ord properties including the requirement that Tenant, any contractor, and any subcontractor performing work for which prevailing wages are required on the Premises be registered with the California Department of Industrial Relations ("DIR") in accordance with California Labor Code 1725.5. For any work paid for in whole or in part by public funds, Tenant shall comply with the requirements and implementing regulations of California Labor Code §1720 et seq. for payment of prevailing wages on "public works projects."

9.06 **Improvements by the City.** Except as otherwise expressly set forth in this Lease, the City is not obligated to construct or install any improvements on or off of the leased Premises. The City shall have no obligation on account of any construction or installation of any improvement by Tenant to pay for all or any portion of the costs or expenses arising out of such construction or installation.

9.07 **Right of Entry for Construction and Maintenance.** The City and Tenant each agree that the other shall be permitted to enter upon its property, as may reasonably be necessary in order for Tenant to make the Improvements or do other work required by this Lease or in order for the City to fulfill its responsibilities to make improvements and for maintenance as set forth in Section 10.01, and to maintain or repair the respective party's property. The right of each party to enter the other's property or the Premises shall extend to such party's lessees, and licensees and contractors. A party's exercise of its right of entry shall not unreasonably interfere with the other party's use of its property. Any interference shall be temporary and all work on the entering party's property shall proceed expeditiously as necessary to avoid or minimize any such interference. The City shall provide reasonable advanced notice prior to entry to the property and make reasonable efforts to do so during normal business hours. A party intending to exercise the right of entry shall first give to the other party reasonable prior written notice before commencement of any work on the other party's property. In the event a party's entry results in any damage to the other party's property, the same shall be repaired expeditiously at the entering party's expense.

9.08 **Prevailing Wage Required.**

(a) **Prevailing Wage Standards.**

(1) **Basic Requirements.** Tenant agrees that, with respect to any construction at or on the Premises for which prevailing wage is required by California Labor Code §1720 et seq. for work paid for in whole or in part from public funds or for "First Generation Construction Work" pursuant to the FORA

Master Resolution Section 3.03.090. For the purposes of determining whether prevailing wage applies, Tenant and its contractors and subcontractors shall be considered as transferees of a FORA member agency, Tenant (and its contractors and subcontractors) shall comply with the then current Public Works Prevailing Wage Requirements, as the same may be amended from time-to-time (collectively, the “Prevailing Wage Requirements”).

(2) Additional Prevailing Wage Provisions. The following provisions of this Section apply only if, and to the extent that, the Prevailing Wage Requirements are applicable:

(a) The Prevailing Wage Requirements shall apply to the employees of any employer including Tenant and any Tenant’s contractor(s) or subcontractor(s), including their successors and assignees, but shall not apply to supervisory or managerial personnel or to persons employed in the operation or maintenance of the Premises.

(b) Tenant shall cause the provisions of this Section to be incorporated into each contract and subcontract for each Tenant contractor and subcontractor which would be subject to this Section. In the event the provisions are not so incorporated, Tenant shall be liable to the worker in any action for the difference between the prevailing wage rate required to be paid under the Prevailing Wage Requirements and the amount actually paid to the worker, including costs and attorney fees, as if Tenant were the actual employer.

(c) Nothing in this Lease shall prevent the employment of any number of properly registered apprentices, as defined in Chapter 4, Division 3 of the California Labor Code. Every such apprentice shall be paid not less than the standard wage paid to apprentices under the regulations of the crafts or trade at which the apprentice is employed and shall be employed only at the work of the craft or trade to which the apprentice is registered. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which the apprentice is in training. Tenant and Tenant’s contractors and subcontractors shall be responsible for complying with Section 1777.5 of the California Labor Code concerning apprentice-able occupations, with respect to all work covered by that section.

(d) Tenant agrees that to the extent that Tenant and its contractors and subcontractors are required to comply with the Prevailing Wage Requirements. Tenant shall assure that all workers are paid the prevailing rate of per diem wages, and travel and subsistence payments (defined in applicable collective bargaining agreements filed in accordance with the California Labor Code), in effect at the time the work is performed. Copies of the applicable prevailing rate of per diem wages are on file at the City’s Building Division office and will be made available to any interested party on request. Tenant agrees to post a copy of the prevailing rate of per diem wages at the leased Premises.

(e) Except where the context otherwise requires, the definitions of terms and phrases contained in the California prevailing wage law, Sections 1720 et seq. of the California Labor Code, and in the implementing administrative regulations, shall apply to the same terms and phrases which are used in the Prevailing Wage Requirements of this Section 9.10.

(f) In the event a civil wage and penalty assessment is served by the Labor Commissioner, acting through the Division of Labor Standards Enforcement, on the City, the Tenant, or any contractor or subcontractor of the Tenant, as a result of the failure of Tenant or any of its contractors or subcontractors to comply with this Section 9.10, Tenant shall withhold from amounts due to the contractor or subcontractor sufficient funds to satisfy the assessment and, if the assessment becomes

final, Tenant shall pay as a penalty to the City the amount determined by the Labor Commissioner in accordance with California Labor Code §1775, as the penalty assessment payable for each worker for each day, or portion thereof, such worker was paid less than the applicable prevailing wage rates for such work or craft in which such worker was employed. Further, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Tenant or by Tenant's contractor or subcontractor. Tenant, and each affected contractor and subcontractor, shall have the right to request a review by the Labor Commissioner of the civil wage and penalty assessment served by the Labor Commissioner by transmitting a written request for review to the Labor Commissioner within sixty days after service of the assessment, and Tenant and its contractors and subcontractors shall not be obligated to pay the civil wage and penalty assessment to the City until a final written decision affirming, modifying or dismissing the assessment is issued by the Labor Commissioner.

(g) The Prevailing Wage Requirements of this Section 9.10 will be monitored and enforced by the City's Building Division. In addition to any other rights provided by California law to recover compensation, a worker that has been paid less than the prevailing wage rates shall have a right to commence an action or proceeding against the employer of the worker for the difference between the prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which the worker was paid less than the compensation required to be paid under the provisions of this subsection. No issue other than that of the liability of the employer for the amount of unpaid wages allegedly due shall be determined in such action or proceeding, and the burden shall be on the employer to establish that the amounts demanded are not due. A worker recovering any or all of the wages claimed to be due shall recover his costs and attorney fees in securing such recovery. Nothing in this Section shall preclude its enforcement by the California Division of Labor Standards Enforcement.

(h) Tenant agrees to keep or cause to be kept by each contractor and subcontractor an accurate payroll record for each worker employed on work covered by this Section showing all of the information specified in subsection (a) of Section 1776 of the California Labor Code. All such payroll records shall be certified, available for inspection and filed monthly in accordance with the procedures specified in subsections (b)-(e) inclusive of Section 1776 and Section 1771.4 of the California Labor Code. In addition, copies of such certified payroll records shall be filed with the City within a reasonable time not to exceed thirty days from close of payroll by the respective employer. In the event Tenant or its contractor or subcontractor fails to make the certified payroll records available for inspection within ten days of a written request made by the Labor Commissioner, acting through the Division of Labor Standards Enforcement, and a penalty assessment is served or levied by the Labor Commissioner arising out of such failure, Tenant shall forfeit as a penalty to the City the penalty per calendar day, or portion thereof, for each worker determined in accordance with California Labor Code §1776, not otherwise paid to the City by the contractor or subcontractor who failed to comply with California Labor Code §1776. In accordance with California Labor Code §1813, in the event Tenant or its contractor or subcontractor requires or permits a worker to work in violation of California Labor Code Division, 2, Part 7, Chapter 1, Article 3 (payment for work in excess of eight hours in one calendar day and forty hours in one calendar week), Tenant shall forfeit as a penalty to the City the sum of Twenty-five Dollars (\$25.00) for each worker so employed, provided such penalty is not otherwise collected from the contractor or subcontractor who permitted its worker(s) to work in violation of such California Labor Code provisions..

(i) It is understood and agreed that all documents that Tenant is required to submit to or file with the City under this Section shall constitute public records that shall be available to any member of the public for review or copying in accordance with the California Public Records Act and in accordance with restrictions on disclosure of personal identification information set forth in the California Labor Code.

(j) In the event of repetitive breach of the requirements of this Section by Tenant, the City shall be entitled, in addition to all other remedies hereunder for breach of this Lease, to appoint at Tenant's expense a special monitor to oversee Tenant's compliance. Fees for said special monitor shall be billed to Tenant, which fees Tenant agrees to pay as Additional Rent within ten days after Tenant's receipt of such bill.

(k) Tenant shall indemnify, defend (with counsel approved by the City) and hold the City, its officers, officials, employees, and agents harmless from and against all claims which directly or indirectly in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the requirement of competitive bidding, the failure to comply with any state or federal labor laws, regulations or standards in connection with the Lease, including but not limited to the prevailing wage laws, or any act or omission of Tenant related to this Lease with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims. It is further agreed that City does not and will not waive any rights against Tenant that it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or deposit by Tenant to City of any of the insurance policies described in this Lease. The provisions of this subsection survive the expiration or earlier termination of this Lease. The indemnification obligations of Tenant as set forth in this section shall not apply to claims arising from the gross negligence or willful misconduct of the City, its officials, officers, employees or agents.

(l) Contractors or subcontractors shall not be qualified to perform work on Tenant allowance-eligible Improvements eligible for a Tenant allowance, or be listed in a bid proposal for such work, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for the work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

9.09 Performance and Labor and Material Bonds. Before the commencement of any construction work hereunder for Tenant allowance-eligible improvements, the City will require that Tenant, or its contractors, at no cost or expense to the City, furnish to the City the following security concerning Improvements to be constructed by or on behalf of Tenant and covering any obligation of Tenant under the Prevailing Wage Requirements provisions of this Lease:

(a) Performance Bond. A bond in cash, or securities satisfactory to the City in its sole discretion, or issued by a surety company licensed to transact business in the State of California and satisfactory to the City, in a sum of not less than 100% of any construction contract (or in the event Tenant serves as its own general contractor, 100% of the anticipated construction costs of the Tenant allowance-eligible Improvements) for the proposed Tenant allowance-eligible Improvements, payable to the City and conditioned upon full, faithful and satisfactory performance by Tenant its contractor(s)

of the such Tenant allowance-eligible improvements within the period of time specified in the construction schedule. Upon Tenant's or its contractor(s) full, faithful and satisfactory performance and completion of the such Tenant Allowance-eligible improvements, said bond shall be cancelled or returned to Tenant or contractor, as the case may be; otherwise, such part of the amount of the bond as shall be required to complete such Tenant allowance-eligible improvements shall be payable to or retained by the City, as the case may be. In the event that said bond shall be in cash, the City shall have the right to invest and reinvest the same as it shall see fit, and any interest earned thereon during the time it is so held by the City shall accrue to and belong to the City, and Tenant or contractor shall have no interest in or claim thereto.

(b) Labor and Material Bond. A bond in cash or securities satisfactory to the City in its sole discretion, or issued by a surety company licensed to transact business in the State of California and satisfactory to the City with Tenant's contractor(s), as principal(s), in a sum not less than 100% of any construction contract (or in the event Tenant serves as its own general contractor, 100% of the anticipated construction costs of the Tenant allowance-eligible Improvements) for the proposed Tenant allowance-eligible improvements as such costs are set forth in the estimated Tenant allowance-eligible improvement completion costs, guaranteeing the payment for all materials, provisions, provender, supplies and equipment used in, upon, for or about the performance of said work or labor done thereon of any kind whatsoever and protecting the City from any liability, losses or damages arising therefrom.

(c) General. In the event and to the extent that Tenant obtains from Tenant's contractor(s) the bonds required hereunder which are satisfactory to the City, the City, upon application by Tenant and upon naming the City as an additional obligee of Tenant's principal and surety under such bond or bonds, shall release Tenant from and consent to the cancellation of the bond or bonds originally furnished by Tenant. It is understood and agreed that any bond which, as to the City as obligee, is conditioned upon Tenant making all necessary payments to the contractor shall not be satisfactory to the City. A combination performance and labor and material bond shall satisfy the foregoing requirements of this Section.

9.10 No Right to Demolish. Notwithstanding any other provisions of this Article, Tenant has no right to demolish the Tenant allowance-eligible improvements, once built, or to remove any improvements, equipment or items financed by the City, in whole or in part, unless Tenant has received the prior written approval of the City.

9.11 Insurance. Before commencing any construction work and during the course of construction, Tenant agrees to obtain, and cause its contractor(s) to be obtain, with a responsible insurance carrier authorized under the laws of the State of California to insure employees against liability for compensation under the Workers Compensation Insurance and Safety Act, compensation insurance covering full liability for compensation under said Act, for any person injured while performing any work or labor incidental to the work in or on the leased Premises. During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance, including installation floater coverage, in a sum equal, from time to time, to the agreed full replacement cost of Building 504 prior to completion of the improvements in the amount of Two Hundred Seventeen Thousand Fifteen and no cents (\$217,015.00) plus the amount to be expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Tenant. The City and Tenant's general contractor shall be additional named insureds on Tenant's builder's risk and liability insurance.

ARTICLE 10. MAINTENANCE AND REPAIR

10.01 **City's Obligation under this Lease.** The City shall be responsible for the following maintenance and repair of Building 504 for the initial and any extended term of this Lease:

- a) Maintaining and repairing, with the exception of painting, all structural elements of the building's exterior walls, surfaces and foundations.
- b) Maintaining the watertight integrity of the building's exterior walls.
- c) Maintain, repair, or replace as required roof coverings, gutters and drains.
- d) Maintain and repair all exterior underground plumbing, drains and utility connections.
- e) Maintaining in compliance with applicable law, regulations and codes, the interior fire alarm system. Any damage to the interior fire alarm system resulting from tenant misuse or negligence shall be repaired or replaced by the Tenant.

10.02 **Tenant's Obligations under this Lease.** Tenant shall be responsible for the following maintenance and repair of Tenant's leased Premises within Building 504 for the initial and any extended term of this Lease.

- a) Maintenance, repair or replacement of interior systems and components for the electrical, plumbing, ventilation, and mechanical systems.
- b) Interior and exterior glass, glazing, if any, and doors damaged by Tenant or its invitees.
- c) All interior walls, ceiling, floors, bathrooms, drains and other structures or components, if any.
- d) All air conditioning systems and components, if any.
- e) All communication systems and components.
- f) The "wet pipe" fire suppression system, if any.
- g) All security alarm systems and components, if any.
- h) Maintenance, sweeping and keeping clear of refuse, regular trash and waste removal, repair or replacement of sidewalks, driveways and asphalt parking areas as well as any damage to the building structure or components or paved surfaces caused by Tenant or its invitees.
- i) General maintenance and upkeep of the of the area surrounding the building and parking area.

10.03 **Surrender.** On the last day of this Lease, Tenant shall surrender the leased Premises to the City in the same condition as when received, broom clean, ordinary wear and tear excepted. Tenant shall repair any damage to the leased Premises occasioned by the removal of Tenant's trade fixtures, furnishings and equipment which repair shall include the patching and filling of holes and repair of structural damage to the City's satisfaction.

ARTICLE 11. DAMAGE OR DESTRUCTION OF IMPROVEMENTS

11.01 Destruction or Substantial Damage of Premises.

a) If, during the initial or any extended term of this Lease, any of the insured improvements now or hereafter located on the leased Premises are substantially damaged or destroyed by a fire or other casualty (excluding earthquake or flood) beyond Tenant's control, City shall proceed with reasonable diligence to restore the leased Premises substantially to the condition thereof immediately prior to such damage or destruction; provided, however, that either party may elect to terminate this Lease by giving written notice of such election to the other party prior to commencement of restoration and not later than 30 days after the date of loss, if the necessary restoration work would reasonably require a period longer than 90 working days to complete, or City may elect to terminate within 30 days of the date of loss if the total of the necessary restoration work would reasonably require the expenditure of more than fifteen thousand dollars (\$15,000.00) including insurance proceeds. In no event will City be required to repair or replace Tenant's stock in trade, fixtures, improvements, furniture, furnishings and equipment.

(b) If, during the initial or any extended term of this Lease, any substantial damage or destruction occurs to the leased Premises and the cost to repair the damage or destruction that is not covered by insurance exceeds fifteen thousand dollars (\$15,000.00), the City may terminate this Lease upon giving thirty (30) days prior written notice to the Tenant; provided, however, that the Tenant shall have the right to elect to pay the difference between the cost of repairing or restoring the damaged or destroyed improvements and fifteen thousand dollars (\$15,000), in which case this Lease shall remain in full force and effect, and Tenant shall proceed with reasonable diligence to restore the Premises.

c) In no event will the City be required to make repairs for any damage caused by the willful acts or negligence of Tenant or Tenant's employees, agents, subtenants or invitees, which damage Tenant shall promptly repair, replace or restore at Tenant's sole cost and expense. Upon any termination of this Lease under this section, City and Tenant shall be released thereby without further obligation to each other, except for obligations which have theretofore accrued and are then unpaid or unperformed.

d) In the event that restoration is made pursuant to this section, this Lease shall remain in full force and effect, and City shall be entitled to and shall have possession of the necessary parts of the leased Premises for such purposes, and if there is any substantial interference with Tenant's business on account of such repairs, Tenant shall be entitled to a proportionate reduction of rent during the time that said repairs are being made from the date on which such damage occurred until the City completes repairs computed on the basis of the relation which the gross square foot area of space rendered untenable bears to the total square footage of the Premises and the extent to which the Premises are unusable by Tenant. Should any dispute arise over the reduction of rent to which Tenant is entitled,

such dispute shall be resolved according to the provisions of §17.04 of this Lease.

11.02 **Waiver**. Except as otherwise specifically provided in this section, Tenant specifically waives the provisions of §§1932 and 1933 of the California Civil Code with respect to the termination of the hiring of a thing by virtue of the perishing or destruction of the thing being hired.

ARTICLE 12. UTILITIES, GARBAGE COLLECTION & ASSESSMENT

12.01 **Provision of Utilities**. Tenant shall have the right to use the utility service facilities serving the Premises at the commencement of the Term of this Lease. The City will use its best efforts to continue all utility services, but it cannot and does not guarantee that there will be no interruptions of service and Tenant hereby waives any rights or claims it may have resulting from temporary interruptions of service. To the extent it has knowledge the City will provide notice of any work scheduled which may interrupt the utility service to the leased Premises. If City is unable to provide utility service facilities due to the imposition of any limit on consumption or on the construction of additional utility facilities, or the allocation or curtailment of utility facilities or services by law or regulation, it shall have no obligation hereunder.

12.02 **Payment of Utilities**. Tenant agrees upon entering into occupancy of the Premises to pay directly to the utility providers for all utility services provided under the terms of any contract between the Tenant and the utility provider and to the City for all utility services provided under the terms of any contract between the City and a utility provider serving the premises through existing lines and connections. Tenant shall be responsible to provide and pay for all new connection equipment and any fees required. Tenant shall pay all utility charges within twenty (20) days of receipt of invoice and shall provide evidence of payment when requested to do so in writing by the City. In the event Tenant fails to pay any utility bill when due, the City may, at its option, pay the same and collect from Tenant's performance deposit the amounts so disbursed, plus interest at the rate of 1½% per month or fraction thereof.

12.03 **Telephone / Internet Connectivity**. Tenant shall be responsible for providing and paying directly to the provider for telephone and internet connection to the Premises.

12.04 **Garbage/Trash Collection**. Tenant agrees upon entering into occupancy of the leased Premises to pay for garbage and trash collection and removal services. Tenant shall arrange and pay for the disposal of all hazardous waste in accordance with all applicable local, state and federal laws and regulations. In the event Tenant fails to pay any bill when due, the City may, at its option, pay the same and collect from Tenant's performance deposit the amounts so disbursed, plus interest at the rate of 1½% per month or fraction thereof.

12.05 **Monterey County Water Resources Agency (MCWRA) Assessment**. Tenant agrees to pay its pro rata share of assessments levied by the MCWRA. Tenant's liability shall be an equitable portion of the MCWRA assessment for all of the land and improvements included within the parcel so assessed, such proportion to be determined by the City from the respective valuations assigned in the MCWRA's work sheets or such other information as may be reasonably available. The City's reasonable determination thereof, in good faith, shall be conclusive. Charges will be due and payable within fifteen (15) days of the date of the invoice. Provided, however, Tenant may appeal the City's

determination of the proration of MCWRA assessments to the City's Airport Commission, whose decision shall be final. In the event Tenant fails to pay any assessment when due, the City may, at its option, pay the same and collect from Tenant's performance deposit the amounts so disbursed, plus interest at the rate of 1½% per month or fraction thereof.

12.06 **Compliance with Regulations of Local Agencies.** It shall be the responsibility of the Tenant under this Lease to contact, consult and comply with any regulation applicable to Tenant's activities at the Airport which are now or may be promulgated by a local public or private utility provider or regulator having jurisdiction over activities or utility services at the Airport, including, but not limited to, the Fort Ord Reuse Authority, Monterey Regional Water Pollution Control Agency, Marina Coast Water District, Pacific Gas & Electric Company and the Monterey Bay Unified Air Pollution Control District and the Monterey County Water Resources Agency.

ARTICLE 13. INSURANCE & INDEMNIFICATION

13.01 **Insurance to be provided by the Tenant.** The Tenant shall obtain insurance coverage, naming the City, its council, boards, commissions and members thereof, its officers, employees, volunteers and agents as an additional insured, and maintain same continuously in effect at all times during the term of this Lease:

a) **Commercial General Liability Insurance** (primary) shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or a form approved by the City's Risk Manager including contractual liability, independent contractors, board form property damage, sudden and accidental pollution, personal injury and products and completed operations. Policy limits shall be no less than one million dollars per occurrence (i.e., non aggregate program) for all coverage and two million aggregate. City and its Council, boards, commissions, officers, employees, volunteers and agents shall be added as additional insureds using ISO form GC 20 10 11 85 or a form approved by the City Attorney. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any employee or agent of the City and must include a severability of interest (cross liability) provision, that is, it shall act as though a separate policy were written for each insured and additional insured named in the policy.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractor's limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

b) **Umbrella Liability Insurance** (over primary) is required and shall apply to bodily injury/property damage, personal injury/advertising injury, contractual and products and completed operations at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than one million dollars per occurrence and in the aggregate, above any limits required in the underlying policies. The policy shall have starting and ending dates concurrent with the underlying coverages.

c) **Workers' Compensation/Employer's Liability** shall provide workers' compensation

statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the City, its Council, boards, commissions, officers, employees or agents.

d) **Business Auto Coverage** If Tenant uses or causes to be used vehicles in connection with its use of the leased property, it shall obtain comprehensive or business automobile liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage, including owned, non-owned and hired vehicles. Coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on a form approved by the City Attorney. Limits shall be no less than one million dollars per accident. This policy shall be scheduled as underlying insurance to any umbrella policy required above for a total limit of no less than \$2,000,000.00 each accident.

13.02 **Fire insurance.** The City shall obtain and maintain continuously in effect at all times during the term of this Lease, the following insurance coverage:

a) Fire and extended coverage insurance (excluding smoke pollution, or damage occasioned by earthquake or flood) on the structure and fixed improvements located on the Premises; with deductibles to be paid by the City for insured losses, in an amount equal, from time to time, to the full replacement cost of Building 504 to be determined by the City in its sole discretion during the term of this Lease. The proceeds of any such insurance may be used for rebuilding or repairing permanent improvements, subject to the provisions of Article 11 of this Lease.

b) Tenant shall reimburse the City for the full cost, if any, of all additional insurance assessments required by City's insurer due to any hazardous activities by Tenant on the leased property.

c) Tenant hereby agrees to maintain, at its own cost and expense, during the entire term of this Lease or as said term may be extended, a policy or policies of insurance against loss or damage upon its furnishings, fixtures, inventory, personal property and equipment. A certificate or certificates of Tenant's current insurance coverage must be filed with the City's Risk Manager.

13.03 **Tenant and the City further agree as follows:**

a) This Article supersedes all other sections and provisions of this Lease to the extent that any other section or provision conflicts with or impairs the provisions of this section.

b) The insurance requirements set forth in this Article are intended to be separate and distinct from any other provision in this Lease and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Lease shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Lease or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Article is to be construed as affecting or altering the legal status of the parties to this Lease.

d) For purpose of insurance coverage only, this Lease will be deemed to have been

executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Lease.

e) Requirements of specific coverage features or limits contained in this Article are not intended as a limitation on coverage limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage or a waiver of any type.

f) All general or auto liability insurance coverage provided pursuant to this Lease or any other agreements pertaining to the performance of this Lease, shall not prohibit Tenant and Tenant's employees, or agents, from waiving the right of subrogation prior to a loss. Tenant waives its right or subrogation against the City.

g) Unless otherwise approved by the City, Tenant's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these requirements.

h) In the event any policy of insurance required under this Lease does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain insurance it deems necessary and any premium paid by City will be promptly reimbursed by Tenant.

i) Tenant agrees to provide evidence of the insurance required herein, satisfactory to the City prior to taking any steps in furtherance of this Lease and annually upon renewal of the Tenant's business license, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Tenant's general liability and umbrella policies using ISO form CG 20 10 1 85 or a form approved by the City Attorney. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Tenant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Tenant agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.

j) Tenant shall provide proof that policies of insurance required herein expiring during the term of this Lease have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours of the expiration of the coverages.

k) Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Lease in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Tenant agrees to require all contractors, subcontractors or other parties hired to perform work on the leased Premises to provide general liability insurance naming as additional insureds all parties to this Lease. Tenant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Tenant agrees to require that no contract used by any contractor or subcontractor, will reserve the right to charge back to City the cost of insurance required by this Lease. Tenant agrees that upon request, all agreements with contractors or subcontractors or others with whom Contractor contracts with will be submitted to City

for review. Failure of City to request copies of such agreements will not impose any liability on City, its Council, commissions, officers, employees and agents.

m) Tenant agrees to provide immediate notice to City of any claim or loss against Tenant or its contractors or subcontractors that includes or potentially may include the City as a defendant. City assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

n) In the event of any loss that is not insured due to the failure of Tenant to comply with these requirements, Tenant agrees to be personally responsible for any and all losses, claims, suits damages, defense obligations and liability of any kind attributed to City, or City's employees as a result of such failure.

o) Coverage will not be limited to the specific location or individual or entity designated as the address of the leased Premises.

p) Tenant agrees not to attempt to avoid its defense and indemnity obligations to City and its Council, commissions, boards, employees, agents, officials and servants by using as a defense Tenant's statutory immunity under workers compensation and similar statutes.

q) Tenant agrees to require all contractors, subcontractors or parties, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Lease, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Lease. Tenant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here.

r) Tenant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between the Tenant and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with Tenant or its employees.

s) Insurance requirements shall be applied uniformly to all Tenants engaged in similar-type operations at the Airport, and such requirements shall be consistent with industry standards.

13.04 Approval of Insurance Coverage. Upon execution of this Lease, a copy of the insurance policy or policies required herein or, in lieu thereof, the face page of such policy or policies and any endorsements which limit or otherwise affect the coverage provided therein shall be delivered by Tenant to the City Manager, or his or her designee, for approval as to form and sufficiency. When such insurance policy or policies have been so approved, Tenant may substitute for same a certificate of insurance issued by the respective insurance company or companies certifying that such insurance policies are in full force and effect and that all liabilities arising out of this lease or Tenant's possession and use of the leased property are covered by such insurance policy or policies and a current copy of such certificate shall be provided to the City annually upon renewal of Tenant's business license. Notwithstanding any provisions to the contrary contained herein, Tenant shall not have the right to take possession of the leased property until such insurance policy or policies are filed with and approved by the City Manager.

13.05 **Review of Insurance Coverage.** City shall have the right at any time during the term of this Lease to review the type, form and coverage limits of the insurance requirements. If in the opinion of the City, the insurance provisions of this Lease are not sufficient to provide adequate protection for the City and the members of the public using the Airport, the City may require Tenant to maintain insurance sufficient to provide such adequate protection. Insurance requirements shall be applied uniformly to all Tenants engaged in similar-type operations at the Airport, and such requirements shall be consistent with industry standards. City shall notify Tenant in writing of any changes in the insurance provisions necessary to provide adequate protection. If Tenant does not deposit acceptable certificates evidencing valid insurance policies acceptable in form and content to the City, incorporating such changes, within 60 days of receipt of such notice, this Lease shall be in default. The procuring of such policy of insurance shall not be construed to be a limitation upon Tenant's liability nor as a full performance of its part of the indemnification provisions of this Lease; Tenant's obligation being, notwithstanding said policy or policies of insurance, the full and total amount of any damage, injury or loss caused by the negligence or neglect connected with the operation under this Lease.

13.06 **Indemnification.** Tenant and the City agree that City, its Council, boards and commissions, officers, employees, agents, and volunteers, should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuits, cost, expense, attorney's fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the matters set forth below.

Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Tenant acknowledges that City would not enter into this Lease in the absence of the commitment from Tenant to indemnify and protect City as set forth here.

To the full extent permitted by law, Tenant shall defend, indemnify and hold harmless the City, its Council, boards and commissions, officers, employees, agents, and volunteers, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by the City, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to (i) the intentional act or negligence of Tenant or Tenant's employees, agents, contractors, subcontractors or invitees, (ii) any breach or default in performance of any obligation to be performed by Tenant under this Lease, or (iii) the occupancy of the Premises by Tenant and the operation of Tenant's business thereon. All obligations under this provision are to be paid by Tenant upon receipt of notice by Tenant from the City that the City has suffered or incurred the same.

Without affecting the rights of the City under any provision of this Lease or this section, Tenant shall not be required to indemnify, defend or hold harmless City as set forth above to the extent liability is attributable to the sole negligence, gross negligence or willful misconduct of City, or officers, employees, agents, contractors, subcontractors, tenants, subtenants or volunteers of the City, provided such is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely or grossly negligent or to have engaged in willful misconduct and not in instances where Tenant is solely or partially at fault, or in instances where City's fault account for only a percentage of the

liability involved. In those instances, the obligation of Tenant will be for that portion of the liability not attributable to the City's gross negligence or willful misconduct.

Notwithstanding the above, or anything in the Lease, the City shall not in any event, including, without limitation, the sole or gross negligence or willful misconduct of the City or any person for whom it is responsible in law, be in any way liable or responsible to the Tenant for any consequential, indirect, special, punitive or incidental loss, injury or damages of any nature whatsoever (including, without limitation, loss of income or revenue or business interruption) that may be suffered or sustained by the Tenant or its representatives, customers or any other person for whom the Tenant is responsible in law.

Tenant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Article from any assignee, contractor, subcontractor or any other person or entity involved by, for, with or on behalf of Tenant in the performance of Tenant's obligations under this Lease. In the event Tenant fails to obtain such indemnity from such third parties, as required here, Tenant agrees to be fully responsible according to the terms of this section.

Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors and assigns of Tenant and shall survive the termination of this Lease or this Article.

ARTICLE 14. LIENS & CLAIMS

14.01 **Liens and Claims.** Tenant shall not suffer or permit to be enforced against City's title to the leased Premises, or any part thereof, any lien, claim or demand arising from any work of construction, repair, restoration, maintenance or removal as herein provided, or otherwise arising (except liens, claims or demands suffered by or arising from the actions of City).

14.02 **Tenant to Pay Liens & Claims.** Tenant shall pay all such liens, claims and demands before any action is brought to enforce same against said land; and Tenant agrees to hold City and said land free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses in connection therewith.

14.03 **Payment of Liens & Claims by City.** Should Tenant fail or refuse to pay any lien, claim, or demand arising out of the construction, repair, restoration maintenance and use of said Premises and the buildings and improvements thereon, or any other claim, charge or demand which Tenant has agreed to pay under the covenants of this lease, Tenant or its authorized encumbrancers, if any, shall, within 30 days written notice from City to Tenant of its said encumbrance, pay and discharge the same or shall furnish to City, in a form satisfactory to City, sufficient security for such lien, claim or demand and all costs and expenses in connection therewith. Should Tenant or its said encumbrancer within said 30 day period, not pay and discharge said lien, claim or demand, or not provide said security to City, then City may, at its option, either treat such failure or refusal as a breach of or default under this Lease, or may pay any such lien, claim, charge or demand, or settle or discharge any action therefore or judgment thereon, and all costs, expenses and other sums incurred or paid by City in connection therewith shall be repaid to City by Tenant upon written demand, together with interest thereon at the rate of 10%, per annum from the date of payment until repaid, and any default in such repayment shall constitute a breach of the covenants and conditions of this Lease.

ARTICLE 15. TRANSFERS & ENCUMBRANCES

15.01 **Sales, Assignments, Transfers, Subleases, and Encumbrances.** Tenant shall not sell, assign, transfer, or encumber this lease, any interest of Tenant in and to the leased Premises, nor sublease the leased Premises, in whole or in part, except with the consent of City, which consent shall not be unreasonably withheld. Tenant acknowledges and understands that the leased Premises are restricted to aviation/aeronautical-related uses unless a non-aviation/non-aeronautical use is approved by both the City and the Federal Aviation Administration. Neither shall this Lease, nor any interest of Tenant in and to the leased Premises be subject to an involuntary sale, assignment or transfer, or sale, assignment or transfer by operation of law in any manner whatsoever. Any such sale, assignment, transfer, encumbrance or sublease, whether voluntary or involuntary shall be void and of no effect and shall be a default which entitles City to terminate this Lease, Tenant's rights in and to the leased Premises, in the manner hereinafter provided by this lease.

15.02 **Tenant Affiliate.** Notwithstanding the provisions of §15.01, the Tenant may assign or sublet the Premises, or any portion thereof, with the City's consent to any corporation which controls, is controlled by or is under common control with the Tenant, or to any corporation resulting from the merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant as a going concern of the business that is being conducted on the Premises, provided that said assignee assumes, in full, the obligations of Tenant under this Lease. Any such assignment shall not, in any way, affect or limit the liability of Tenant under the terms of this lease even if after such assignment or subletting the terms of this Lease are materially changed or altered without the consent of Tenant, the consent of whom shall not be necessary.

15.03 **No Release of Tenant.** Regardless of City's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary responsibility of Tenant to pay the rent and to perform all other obligations to be performed by Tenant under this Lease. The acceptance of rent by the City shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms hereof, City may proceed directly against Tenant without the necessity of exhausting remedies against said assignee. City may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Tenant without notifying Tenant, and without obtaining his consent thereto and such action shall not relieve Tenant of liability under this Lease.

ARTICLE 16. HAZARDOUS SUBSTANCES

16.01 **Hazardous Materials.** "Hazardous Materials" shall include substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., the Resources Conservation and Recovery Act; all environmental laws of the State of California, and any other environmental law, regulation or ordinance now existing or hereinafter enacted.

16.02 **Hazardous Materials Study.** Prior to, or following its occupancy of the Premises, Tenant may, at its sole cost and expense, arrange for a Hazardous Materials study of the leased property. City shall provide Tenant any documents, drawings and data in its possession relating to environmental analysis of the leased property. Tenant and City agree that, upon occupancy, the City

shall have no further obligation under this Lease to remove any Hazardous Materials in or on the leased property, including any required repairs identified in any study Tenant may choose to make, prior to, or after Tenants occupancy of the leased Premises.

16.03 **Hazardous Substances**. Pursuant to Health and Safety Code §25359.7(b), Tenant shall notify City in writing within a reasonable time, of any material release of Hazardous Materials and of any hazardous substances that have come to be located beneath the Marina Municipal Airport. Tenant will comply with all applicable Hazardous Materials laws and such other reasonable rules, regulations and safeguards as may be required by the City (or any insurance carrier of the City) in connection with using, generating, manufacturing, refining, producing, processing, storing or disposing of Hazardous Materials on, under of about the leased Premises. Tenant shall, at its expense, procure, maintain in effect and comply with all conditions of any and all permits, license and other governmental and regulatory approvals required for the storage and use by Tenant of Hazardous Materials on the Premises including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving Building 504.

16.04 **Removal**. Prior to the expiration of this Lease, Tenant shall at its sole expense, remove all items of personal property, including but not limited to all flammable substances and Hazardous Materials and wastes as defined by state or federal law at the time of the expiration of this lease.

16.05 **Inspection of Records**. Tenant shall make available for inspection to the City, all records relating to the maintenance, release, mitigation and cleanup for any hazardous substances on the Premises.

16.06 **Notice**. Upon execution of this Lease, Tenant shall provide the City's Fire Department with a complete list of all Hazardous Materials used or to be used or stored on the Premises with total quantities of each Hazardous Material. Tenant shall notify City of changes in quantity of type within five days of change.

16.07 **Right to Inspect**. The City, in its proprietary capacity, agrees to give reasonable notice in accordance with the general laws of the City, prior to entering upon and inspecting the Premises at any time.

ARTICLE 17. GENERAL PROVISIONS

17.01 **Additional Rules & Regulations**. The City Manager/Airport Manager shall have the power to establish in writing such additional rules and regulations respecting operation of the Airport as are not inconsistent with provisions of this Lease or any applicable ordinances or laws, providing such rules and regulations are found to be necessary or convenient by the City Manager/Airport Manager for the operation of the Airport or the enforcement of the provisions of this Lease, the provisions of any and all applicable laws and ordinances, and the preservation of the public peace, health, safety and welfare; and Tenant shall comply with any and all such rules and regulations adopted in writing by the City Manager/Airport Manager. Tenant may within ten days' of Tenant's receipt of any additional rule or regulation established in writing by the City Manager/Airport Manager appeal such rule or regulation to the City Council/Airport Commission, such appeal to be heard within thirty days. The decision of the City Council/Airport Commission shall be final.

17.02 **Compliance with Laws; Permits and Licenses.** Tenant's business shall be conducted and maintained in strict compliance with all applicable laws, ordinances, regulations, and other requirements of federal, state, county, city or other governmental agencies having jurisdiction over the operation of Airports. Similarly, Tenant will obtain and pay for any necessary permits, licenses and other consents for the operation of Tenant's business including a City of Marina Business License. Tenant represents and warrants that it has full power and authority to enter into this Lease and perform hereunder and holds all permits and licenses which are required by law or regulation for complete performance in accordance with the terms of this Lease.

17.03 **Independent Status.** Tenant is an independent entity. Tenant is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Lease shall be construed as creating a partnership or joint venture between City and Tenant. Neither Tenant nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or other benefits which accrue to City employees.

17.04 **Dispute Resolution.** The parties agree that if any dispute arises over the interpretation or performance of this Lease, the parties will first attempt to negotiate any such dispute informally. If such informal negotiation fails, and if the parties mutually agree at the time, the parties may then submit the dispute for formal mediation to the American Arbitration Association (AAA) or the Judicial Arbitration and Mediation Services (JAMS), or such other mediation service as the parties may mutually agree upon. Expenses of such mediation shall be shared equally between the parties.

17.05 **Confidentiality.** To the extent allowed by law, the City shall not disclose Tenant's financial statement or confidential financial condition. Tenant acknowledges that the City is a municipal corporation and has limited powers to withhold information from the public.

17.06 **Attorney's Fees and Costs.** Should the dispute of the parties not be resolved by negotiation or mediation, and in the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this Lease by means of court action or administrative enforcement the laws of the State of California shall govern the interpretation of the terms and conditions of this Lease and such action shall be brought in a court of proper jurisdiction in Monterey County, the prevailing party, in addition to any other remedy at law or in equity available to such party, shall be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonable consulted by the attorneys for the prevailing party.

17.07 **Litigation Involving Lease.** In the event the City is made a party to any litigation concerning this Lease or the leased Premises by reason of any act or omission by Tenant, Tenant shall hold the City harmless from all loss or liability, including reasonable attorney's fees, incurred by the City in such litigation. In case suit shall be brought for an unlawful detainer of said Premises, for the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant or provision herein contained on the part of Tenant to be kept or performed, and the City prevails therein, Tenant shall pay to the City a reasonable attorney's fee, which shall be fixed by the court.

17.08 **Bankruptcy and Insolvency.** If Tenant shall, at any time during the term of this Lease, become insolvent, or if proceedings in bankruptcy shall be instituted by or against Tenant, or if Tenant shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of Tenant shall be appointed in any suit or proceeding brought by or against

Tenant, or if Tenant shall make any assignment for the benefit of creditors, then in each and every case, this Lease and the rights and privileges granted hereunder shall immediately cease, terminate and be forfeited and canceled; provided, however, that if Tenant shall, within six days after the filing and service on Tenant of any involuntary petition in bankruptcy or for appointment of a receiver, commence proper proceedings to dismiss or deny the petition or vacate the receivership and shall expeditiously pursue and diligently exhaust all proper remedies toward that end, the bankruptcy or receivership shall not constitute a default until the entry of a final determination adverse to Tenant.

17.09 **Eminent Domain.** In the event of a total or partial taking of the leased Premises or any interest therein by a public authority under the power of eminent domain, including but not limited to any taking of Tenant's leasehold estate by City under City's power of eminent domain, then the rights of the Tenant with respect to the term, rent, and the just compensation awarded in such eminent domain proceeding shall be in accordance with the law in effect when such taking occurs.

17.10 **No Relocation Benefits.** This Lease creates no rights under the California Government Code Sections 7260 to 7277 or the Federal Uniform Relocation Assistance Act for Tenant to receive relocation assistance upon termination of this Lease.

17.11 **Force Majeure; Waiver.** Tenant shall not be in default under this Lease in the event that the activities of Tenant are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City of Marina; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires; strikes, lockouts and other labor disturbances; or other catastrophic events which are beyond the reasonable control of Tenant. "Other catastrophic events" does not include the financial ability of Tenant to perform or failure of Tenant to obtain any necessary permits or licenses from other governmental agencies or the right to use facilities of any public entity where such failure occurs because Tenant has failed to exercise reasonable diligence.

17.12 **Abandonment.** Tenant shall not vacate or abandon the leased Premises or any part thereof at any time during the term of this Lease. If Tenant shall abandon, vacate or surrender the leased Premises or be dispossessed by process of law or otherwise, any property belonging to Tenant and left on the leased Premises shall be deemed, at the option of City, to be abandoned. Upon relinquishing possession, Tenant shall be in default of this Lease and City shall be entitled to terminate this lease, Tenant's rights in and to the leased Premises in the manner hereinafter provided by this Lease.

17.13 **Default.** Tenant shall be deemed in default under this Lease:

a) Upon breach of any of the covenants and conditions of this Lease with respect to discrimination on the grounds of race, creed, color, national origin, or sex; with respect to economic discrimination; with respect to the sale, assignment, transfer, encumbrance, or subletting of the leased Premises which is the subject matter of this Lease; with respect to the bankruptcy or insolvency of Tenant; or, with respect to any other covenant or condition of this Lease, which breach cannot be cured, immediately upon being given notice thereof by City.

b) Upon failure to pay any rent or any other consideration required under this Lease to be paid by Tenant to City within 10 days following the date those obligations are due. City may, but is not required to, provide written notice to Tenant of Tenant's failure to pay rent when due.

c) Upon failure to provide written evidence of the insurance when due, within 14 days after being given notice thereof by City.

d) Upon the breach of any of Tenant's other duties and obligations under this Lease, which breach can be cured, if such breach is not cured within thirty days after being given written notice thereof by City.

17.14 Remedies on Default.

a) City's Right to Terminate Lease. Upon Tenant's default of this lease, City shall have the right, without further notice, to terminate this Lease as well as Tenant's rights in and to the leased Premises, to enter upon and retake possession of the leased Premises, including all improvements thereon and facilities appurtenant thereto, by legal proceedings or otherwise, and to recover from Tenant, at the time of such termination, the excess, if any, of the amount of rent to be paid by Tenant under this Lease for the balance of the lease term over the then reasonable rental value of the leased Premises for the same period. For the purposes of this section, City and Tenant agree that the "reasonable rental value" shall be the amount of rent which City can obtain as rent for the balance of the lease term.

b) City's Right to Repossess, Operate, or Relet the Leased Premises for Tenant's Account. Upon Tenant's default under this Lease, City shall also have the right, without further notice and without terminating this Lease, to enter upon and retake possession of the leased Premises, including all improvements thereon and fixtures appurtenant thereto, by legal proceedings or otherwise, and to take, operate, or relet the same in whole or in part for the account of Tenant at such rental, on such conditions, and to such Tenant or Tenants as City, in good faith, may deem proper, for a term not exceeding the unexpired period of the full term of this Lease. City shall receive all proceeds from rent accruing from such operating or reletting of the leased Premises and shall apply the same first to the payment of all costs and expenses incurred by City in the operation or reletting of the leased Premises and any alterations or repairs reasonably necessary to enable City to operate or relet the leased Premises, and then to the payment of all such amounts as may be due or become due under the provisions of this Lease, and the balance remaining, if any, at the expiration of the full term of this Lease or on the sooner termination thereof, by written notice of termination given by City to Tenant, shall be paid over to Tenant. In the event proceeds from rentals received by City under the provisions of this section are insufficient to pay all costs and expenses and all amounts due and becoming due hereunder, Tenant shall pay to City, on demand by City, such deficiency as may from time-to-time occur or exist. Notwithstanding any such operation or reletting without terminating this Lease, City may, at any time thereafter, elect to terminate this lease in the event that Tenant remains in default hereunder at such time.

c) City's Right to Perform. Notwithstanding any provisions as to notice of default in this Lease to the contrary, if, in City's judgment, a continuance of any default by Tenant for the full period of the notice otherwise provided for will jeopardize the leased Premises, including any improvements thereon or facilities appurtenant thereto, or the rights of City, City may, without notice, elect to perform those acts in respect of which Tenant is in default at Tenant's expense and Tenant shall thereupon reimburse City, with interest at the rate of 10% per annum, upon thirty days' written notice by City to Tenant.

d) **Other Remedies.** All rights, options, and remedies of City contained in this Lease shall be construed and held to be cumulative and not one of them shall be exclusive of the other, and City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided for by law, whether or not stated in this lease.

17.15 **Waiver of Default.** Any waiver by City of a default of this Lease arising out of the breach of any of the covenants, conditions, or restrictions of this Lease shall not be construed or held to be a waiver of any succeeding or preceding default arising out of a breach of the same or any other covenant, condition, or restriction of this lease.

17.16 **City's Right of Entry.** Tenant shall permit City and any agents and employees of City to enter in and upon the leased Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for improvements, alterations, additions, or repairs, without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the leased Premises thereby occasioned.

17.17 **Notices.** All notices required or permitted to be given under this Lease shall be in writing and shall be personally delivered or sent by facsimile or by United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City: City of Marina
 City Hall
 Attention: City Manager/Airport Manager
 211 Hillcrest Avenue
 Marina, California 93933
 Fax Number: (831) 384-0425

Copy to: City Attorney
 City of Marina
 Law Offices of Robert R. Wellington
 857 Cass Street, Suite D.
 Monterey, California 93940
 Fax Number: (831) 373-7106

To Tenant: Cequel III Communications 1, LLC.,
 DBA Suddenlink Communications
 Corporate Real Estate
 1111 Stewart Ave.
 Bethpage, NY 11751
 Email: TBD
 Fax Number: TBD

or to such other address as either party may from time-to-time designate by notice to the other given in accordance with this section. Notice shall be deemed effective on the date personally served or sent by facsimile or, if mailed, three business days from the date such notice is deposited in the United States mail.

17.18 **Corporate Authority.** If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation, Tenant shall, within 30 days after execution of this Lease, deliver to the City a certified copy of a resolution of the Board of Directors or said corporation authorizing or ratifying the execution of this Lease. If Tenant is, or at any time during the initial or any extended term of this lease becomes a limited liability company, Tenant shall provide City with a certified copy of Tenant's LLC-1 articles of organization together with a certificate of the status certified by the Secretary of State. If Tenant is a general partnership, Tenant shall provide the City with a copy of the recorded statement of partnership.

17.19 **Amendment or Modification.** This Lease may be amended, altered or modified only by a writing specifying such amendment, alteration or modification, executed by authorized representatives of both of the parties hereto. In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Lease, Tenant agrees to consent in writing upon the request of the City to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of the Lease as may be reasonable required to enable City to obtain FAA funds, provided that in no event shall such changes materially impair the rights of Tenant hereunder. A failure by Tenant to so consent shall constitute a breach of this Lease.

17.20 **Construction of Lease.** Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If there shall be more than one Tenant designated in or signatory to this Lease, the obligations hereunder imposed upon Tenant shall be joint and several; and the term "Tenant" as used herein shall refer to each and every of said signatory parties, severally as well as jointly.

17.21 **Covenant & Condition.** Each term and provision of this Lease performable by Tenant shall be construed to be both a covenant and a condition.

17.22 **Time.** Time is and shall be of the essence of each term and provision of this Lease.

17.23 **Material Breach.** Each and every term, condition, covenant and provision of this Lease is and shall be deemed to be a material part of the consideration for the City's entry into this Lease, and any breach hereof by Tenant shall be deemed to be a material breach.

17.24 **Heirs, Successors and Assigns.** All of the covenants, agreements, conditions and undertakings herein contained shall, subject to the provisions as to assignments, apply to and bind the representatives, heirs, executor, administrators, successors or assigns of all the parties hereto; and all the parties hereto shall be jointly and severally liable hereunder.

17.25 **Further Actions.** Each of the parties agree to execute and deliver to the other such documents and instruments, and to take such actions, as may reasonably be required to give effect to the terms and conditions of this Lease.

17.26 **Interpretation.** This Lease has been negotiated by and between the representatives of

both parties. Accordingly, any rule of law (including Civil Code §1654) or legal decision that would require interpretation of any ambiguities in this Lease against the party that has drafted it is not applicable and is waived. The provisions of this Lease shall be interpreted in a reasonable manner to affect the purpose of the parties and this Lease.

17.27 **Captions.** Titles or captions of articles and sections contained in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Lease or the intent of any provision of it.

17.28 **Severability.** If any of the provisions of this Lease are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Lease and shall not cause the invalidity or unenforceability of the remainder of this Lease, unless this Lease without the severed provisions would frustrate a material purpose of either party in entering into this Lease.

17.29 **Waiver.** No waiver of any right or obligation of either party hereto shall be effective unless made in writing, specifying such waiver and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Lease on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

17.30 **Counterparts.** This Lease may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute one and the same instrument.

17.31 **Exhibits Incorporated.** All exhibits reference in this Lease and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Lease and any of the terms of any exhibit to the lease, the terms of the Lease shall control the respective duties and liabilities of the parties.

17.32 **Entire Agreement.** This Lease constitutes the entire and complete agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements of the parties, whether written or oral, with respect to the subject matter.

IN WITNESS WHEREOF, this Lease has been executed by the duly authorized officers or representatives of each of the parties on the date first shown above.

CITY OF MARINA,
a municipal corporation

Cequel III Communications I, LLC., DBA
Suddenlink Communications,
a Limited Liability Company

By: _____
Layne Long, City Manager

By: _____
TBD

Dated: _____

Dated: _____

(Pursuant to Reso. 2020-)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

STATE OF _____
COUNTY OF _____

On _____, before me _____,
Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Notary Public (Seal)

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

STATE OF _____
COUNTY OF _____

On _____, before me _____,
Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

_____ (Seal)
Notary Public

EXHIBITS

EXHIBIT A

**A PLAT OF THE AIRPORT REAL PROPERTY
INCLUDING AREAS FOR PARKING**

EXHIBIT B

A FLOOR PLAN OF THE LEASED PREMISES

EXHIBIT C

SCHEDULE OF CITY-OWNED PROPERTY

EXHIBIT D

FEDERAL AVIATION ADMINISTRATION ASSURANCES

EXHIBIT E

ASBESTOS SURVEY FOR BUILDING 504

EXHIBIT F

LIMITED HAZARDOUS MATERIALS REPORT FOR BUILDING 504

EXHIBIT A

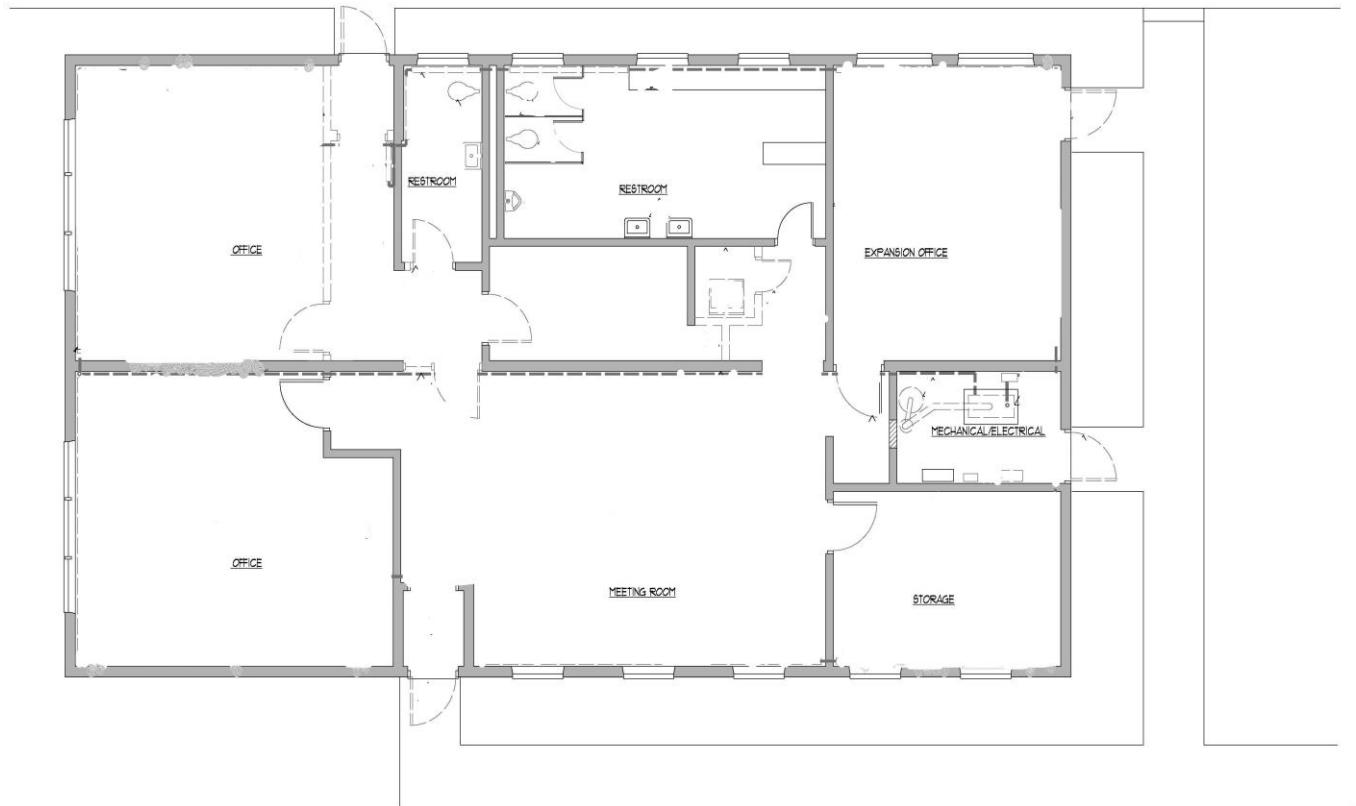
PLAT OF THE AIRPORT REAL PROPOERTY INCLUDING AREAS FOR PARKING



EXHIBIT B

FLOOR PLAN OF THE LEASED PREMISES

Imjin Road



NORTH

First Floor Plan

EXHIBIT C

SCHEDULE OF CITY-OWNED PROPERTY

To Be Completed.

EXHIBIT D

FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Tenant shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, the City of Marina shall have the right to terminate the Lease and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.
4. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the City of Marina shall have the right to terminate this Lease and the estate hereby created without liability therefore or at the election of the City of Marina or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Tenant agrees that it shall insert the above five provisions in any Lease by which said Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

7. The Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Tenant assures that it will require that its covered sub organizations provide assurances to the Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The City of Marina reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

9. The City of Marina reserves the right, but shall not be obligated to the Tenant to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Tenant in this regard.

10. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Marina and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the City of Marina, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Marina Municipal Airport.

12. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased premises.

13. The Tenant by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor Lease the erection of any structure or object above the mean sea level elevation of 210 feet.

In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land Leased hereunder and to remove the offending structure or object, all of which shall be at the expense of the Tenant.

14. The Tenant by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the Leased premises in any manner which might interfere with the landing and taking off of aircraft from the Marina Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby Leased and cause the abatement of such interference at the expense of the Tenant.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

EXHIBIT E

ASBESTOS SURVEY FOR BUILDING 504

Provided as separate .pdf file.

EXHIBIT F

LIMITED HAZARDOUS MATERIALS REPORT FOR BUILDING 504

Provided as separate .pdf file.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 6, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
ACCEPTING THE DUNES DRIVE FOOTBRIDGE REPAIR PROJECT
AND AUTHORIZING FILING NOTICE OF COMPLETION WITH
MONTEREY COUNTY RECORDER'S OFFICE**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, accepting the Dunes Drive Footbridge Repair Project, and;
2. Authorizing filing of Notice of Completion with Monterey County Recorder's Office.

BACKGROUND:

On the evening of October 24, 2019, a vehicle drove onto the wooden pedestrian footbridge along the western portion of Dunes Drive near the City's vernal pool basin. The collision damaged the footbridge, its concrete piers, and asphalt concrete (AC) dikes. The scope of work for repairs would include the complete replacement of 68 feet of the pedestrian boardwalk, including guardrails, concrete support piers, AC dike and street signs. Additional improvements include new bollards along the footbridge to protect it from future vehicular accidents. City staff engaged the National Joint Powers Alliance to produce a job order contract that was received on January 21st, 2020.

At the regular meeting of February 4, 2020, the City Council adopted Resolution No. 2020-09, authorizing the awarding of the contract to Pride Industries One, Inc. of Roseville, California for \$66,780.49 plus allocating \$10,219.51 for City staff construction inspection, administration, contingency and project closeout.

ANALYSIS:

A budget amount of \$77,000.00 was approved for the Project. The final construction cost with no contract change orders was \$66,780.49. The project cost of inspection and administrative services was \$11,212.50. Therefore, the final project costs for construction were \$77,992.99.

The Project is now complete. It is appropriate to accept these public improvements and to file a Notice of Completion for the project with the Monterey County Recorder's Office ("EXHIBIT A"). Following Council approval, the City will receive a one-year warranty bond for the project from the Contractor and release contract retention 35 days after the recording of the Notice of Completion.

FISCAL IMPACT:

Due to the overage in project administrative costs, remaining closeout costs shall be paid with available funds in the Engineering Services budget account 420 – Professional Services should the Council approve this request. City staff will continue to pursue claim against the persons responsible for the damage to reimburse the City for the project costs.

CONCLUSION:

This request is submitted for City Council consideration and possible action.
Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer
Public Works Department
City of Marina

REVIEWED/CONCUR:

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
ACCEPTING THE DUNES DRIVE FOOTBRIDGE REPAIR PROJECT AND
AUTHORIZING FILING NOTICE OF COMPLETION WITH MONTEREY COUNTY
RECORDER'S OFFICE

WHEREAS, City staff engaged the National Joint Powers Alliance to produce a job order contract that was received on January 21st, 2020, and;

WHEREAS, at the regular meeting of February 4, 2020, the City Council adopted Resolution No. 2020-09, authorizing the awarding of the contract to Pride Industries One, Inc. of Roseville, California for \$66,780.49 plus allocating \$10,219.51 for City staff construction inspection, administration, contingency and project closeout, and;

WHEREAS, a budget amount of \$77,000.00 was approved for the Project. The final construction cost with no contract change orders was \$66,780.49. The project cost of inspection and administrative services was \$11,212.50. Therefore, the final project costs for construction were \$77,992.99, and;

WHEREAS, the project was completed within the allotted contract working days, and;

WHEREAS, the Project is now complete. It is appropriate to accept these public improvements and to file a Notice of Completion for the project with the Monterey County Recorder's Office ("EXHIBIT A"). Following Council approval, the City will receive a one-year warranty bond for the project from the Contractor and release contract retention 35 days after the recording of the Notice of Completion. Due to the overage in project administrative costs, remaining closeout costs shall be paid with available funds in the Engineering Services budget account 420 – Professional Services should the Council approve this request. City staff will continue to pursue claim against the persons responsible for the damage to reimburse the City for the project costs.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby:

1. Accept the Dunes Drive Footbridge Repair Project, and;
2. Authorize filing of Notice of Completion with Monterey County Recorder's Office.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 6th day of October 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce Delgado, Mayor

Anita Sharp, Deputy City Clerk

After Recordation Return To:

City of Marina
Community Development Department
211 Hillcrest Avenue
Marina, CA 93933

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the City of Marina, a municipal corporation, did, on the 30th Day of March, 2020, enter into a contract with Pride Industries One, Inc., wherein said contractor agreed to complete all work for the Dunes Drive Footbridge Repair Project according to plans and specifications furnished by the City of Marina.

That the work under said contract was actually completed by the contractor or assignee and accepted by the City of Marina on June 26, 2020.

The real property involved in said contract is described as various streets within the City of Marina with the property interest of the City is Owner.

Dated: October, ____ 2020

MARINA, a Municipal Corporation

BY _____
Brian McMinn
Public Works Director/City Engineer

VERIFICATION

I, the undersigned, say: I am the Public Works Director/City Engineer of the City of Marina, a Municipal Corporation, and the declarant of the foregoing notice of completion: I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2020, at Marina, California.

Brian McMinn
Public Works Director/City Engineer

DIANNE FEINSTEIN
CALIFORNIA



United States Senate
WASHINGTON, DC 20510-0504

September 15, 2020

Dear Carl,

I want to personally thank you for the extraordinary lengths you and the Monterey-Salinas Transit District have gone to help the local community since the onset of the COVID-19 pandemic.

I read with great interest how hard you and your team have worked to find innovative solutions during this pandemic to continue to serve our community, including providing additional help for students, agricultural workers, and homeless and disabled veterans.

In times as challenging as these, it is comforting to know that California's local government agencies are working hard to support those who are suffering most acutely. Please know that your efforts are appreciated back here in Washington!

Warmest Regards,

A handwritten signature in blue ink, appearing to read "Dianne Feinstein", with a long, sweeping underline.

Carl Sedoryk
Monterey-Salinas Transit District
Monterey, California

ORDINANCE NO. 2020-

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA
AMENDING CHAPTER 8.46 REGARDING URBAN STORM WATER
QUALITY MANAGEMENT AND DISCHARGE CONTROL
IN THE CITY OF MARINA

THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY ORDAIN AS FOLLOWS:

1. Chapter 8.46 amended. Chapter 8.46, entitled "Urban Storm Water Quality Management and Discharge Control" is hereby amended in the Municipal Code to read in its entirety as set forth on the attached fifteen (15) pages, marked Exhibit "A" and incorporated herein by this reference thereto.

2. Effective Date. This ordinance shall take effect and be in force thirty (30) days from and after its final passage.

3. Posting of Ordinance. Within fifteen (15) days after the passage of this ordinance, the City Clerk shall cause it to be posted in the three (3) public places designated by resolution of the City Council.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on September 15, 2020, and was passed and adopted at a regular meeting duly held on October 6, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Chapter 8.46

URBAN STORM WATER QUALITY MANAGEMENT AND DISCHARGE CONTROL

Sections:

Division I. Title, Purpose and General Provisions

- 8.46.010 Title.
- 8.46.020 Purpose and intent.
- 8.46.030 Definitions.
- 8.46.040 Applicability.
- 8.46.050 Responsibility for administration.
- 8.46.060 Severability.
- 8.46.070 Regulatory consistency.
- 8.46.080 Ultimate responsibility of discharger.

Division II. Discharge Prohibitions

- 8.46.090 Prohibition of illegal discharges.
- 8.46.100 Prohibition of illicit connections.
- 8.46.110 Waste disposal prohibitions.
- 8.46.120 Discharges in violation of industrial or construction activity NPDES storm water discharge permit.

Division III. Regulations and Requirements

- 8.46.130 Requirement to prevent, control, and reduce storm water pollutants.
- 8.46.140 Requirement to eliminate illegal discharges.
- 8.46.150 Requirements of eliminate or secure approval for illicit connections.
- 8.46.160 Requirement to protect watercourses.
- 8.46.170 Requirement to remediate.
- 8.46.180 Requirement to monitor and analyze.
- 8.46.190 Requirement to notify of spills.

Division IV. Inspection and Monitoring

- 8.46.200 Authority to inspect.
- 8.46.210 Authority to sample, establish sampling devices, and test.

Division V. Enforcement

- 8.46.220 Intervention.
- 8.46.230 Notice of violation.
- 8.46.240 Stop work order.

8.46.250 Administrative compliance order.

8.46.260 Violation.

8.46.270 Compliance measures.

8.46.280 Notices; service.

8.46.290 Settlement of administrative civil penalty assessment.

8.46.300 Appeal.

8.46.310 Abatement by city.

8.46.320 Charging cost of abatement/liens.

8.46.330 Urgency abatement.

8.46.340 Compensatory action.

8.46.350 Violations deemed a public nuisance.

8.46.360 Acts potentially resulting in a violation of the Federal Clean Water Act and/or California Porter-Cologne Act.

Division I. Title, Purpose and General Provisions

8.46.010 Title.

This chapter shall be known as “urban storm water quality management and discharge control” of the city of Marina and may be so cited. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.020 Purpose and intent.

The purpose and intent of this chapter is to ensure the health, safety, and general welfare of citizens, and protect and enhance the water quality of watercourses and water bodies in a manner pursuant to and consistent with the Federal Clean Water Act (33 U.S.C. §1251 et seq.) by reducing pollutants in storm water discharges to the maximum extent practicable and by prohibiting non-storm water discharges to the storm drain system. This chapter shall provide a comprehensive and integrated plan to regulate urban storm water quality management and discharge control. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.030 Definitions.

The terms used in this chapter shall have the following meanings:

- (a) **Best Management Practices.** Activities, practices, and procedures to prevent or reduce the discharge of pollutants directly or indirectly to the municipal storm drain system and waters of the United States. Best management practices include but are not limited to: treatment facilities to remove pollutants from storm water; operating and maintenance procedures; facility management practices to control runoff, spillage or leaks of non-storm water, waste disposal, and drainage from materials storage; erosion and sediment control practices; and the prohibition of specific activities, practices, and procedures and such other provisions as the city determines appropriate for the control of pollutants. Please refer to the city’s BMP Guidance Series, as discussed further in Section 8.46.130(b) herein, for specific requirements. The city may adopt and amend, from time to time, its BMP Series, as discussed in Section 8.46.130 herein, to define specific requirements imposed in conjunction with the term “best management practices.” The term “BMP” shall have the same definition as the term “best management practices.”

- (b) City. The city of Marina.
- (c) Clean Water Act. The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.
- (d) Construction Activity. Construction projects subject to National Pollution Discharge Elimination System (NPDES) Construction Permits or Industrial Permits. Such construction activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.
- (e) Hazardous Materials. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed (California Health and Safety Code § 25117) as it may be amended from time to time.
- (f) Illegal Discharge. Any direct or indirect non-storm water discharge to the storm-drain system, except as exempted in Division II, Section 8.46.090 of this chapter.
- (g) Illicit Connections. An illicit connection is defined as either of the following:
 - 1. Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by a government agency; or
 - 2. Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by the city.
- (h) Industrial Activity. Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26(b)(14), as it may be amended from time to time.
- (i) National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permits. General, group, and individual storm water discharge permits that regulate facilities defined in federal NPDES regulations pursuant to the Clean Water Act. The California Regional Water Quality Control Board, Central Coast Region (hereinafter, regional board) and the state water resources control board have adopted general storm water discharge permits, including but not limited to the general construction activity and general industrial activity permits.
- (j) Non-Storm Water Discharge. Any discharge to the storm drain system that is not composed entirely of storm water.
- (k) Pollutant. Anything that causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure (including but not limited to sediments, slurries, and concrete rinsates); and noxious or offensive matter of any kind.

- (l) Pollution. The human-made or human-induced alteration of the quality of waters by waste to a degree which unreasonably affects, or has the potential to unreasonably affect, either the waters for beneficial uses or the facilities which serve these beneficial uses (California Water Code § 13050 as it may be amended from time to time.)
- (m) Porter-Cologne Act. The Porter-Cologne Water Quality Control Act and as amended (California Water Code § 13000 et seq., as it may be amended from time to time).
- (n) **Post Construction Requirements** means the Central Coast Regional Water Quality Control Board regulations (*CCRWQCB, Resolution R3-2012-0025 or most recent iteration*) or the City's equivalent program which stipulate that new and re-development projects within the region need to incorporate measures to reduce the discharge of pollutants from newly developed and/or re-developed properties to restore the natural watershed processes to a pre-developed state to the maximum extent practicable. These regulations stipulate the inclusion of specified storm water quality devices either structural and/or non-structural into specified new and redevelopment projects. The requirements also include the development of an Operations Maintenance Manual and Agreement to ensure that the devices are routinely cleaned, maintained, inspected, and repaired or replaced as necessary in perpetuity. All activities performed to clean, maintain, inspect, and repair or replace as necessary these devices must be reported to the City by July 15th of each reporting period (*i.e. July 1st through June 30th annually*), and to the Central Coast Regional Water Quality Control Board via SMARTS.
- (o) Private Storm Drain System or Private Stormwater Drainage System (PSDS). Privately-owned facilities operated and/or owned by an individual by which storm water is collected and/or conveyed, including but not limited storm water treatment control devices whether structural and/or non-structural in compliance with the Central Coast Regional Water Quality Control Board's Post Construction Requirements; any privately owned roads with drainage systems, privately owned streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures which are within the city and are not part of a publicly owned treatment works as defined at 40 CFR Section 122.2, as it may be amended from time to time or not part of the City's Storm Drain System. These systems must be maintained and cleaned at least annually prior to the rainy season to prevent the discharge of any pollutant into the City's Storm Drain System.
- (p) Premises. Any building, structure, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.
- (q) Storm Drain System. Publicly-owned facilities operated by the city by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures which are within the city and are not part of a publicly owned treatment works as defined at 40 CFR Section 122.2, as it may be amended from time to time.
- (r) Storm Water. Any surface flow, runoff, and drainage consisting entirely of water from rainstorm events.
- (s) Waters of the United States. Surface watercourses and water bodies as defined at 40 CFR § 122.2, as it may be amended from time to time, including all natural waterways and definite channels and depressions in the earth that may carry water, even though such waterways may only carry

water during rains and storms and may not carry storm water at and during all times and seasons. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.040 Applicability.

This chapter shall apply to all water entering the storm drain system generated on any developed and undeveloped lands lying within the city. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.050 Responsibility for administration.

The city engineer of the city shall administer, implement, and enforce the provisions of this chapter. Any powers granted or duties imposed upon the city engineer may be delegated in writing by the city engineer to persons or entities acting in the beneficial interest of or in the employ of the city. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.060 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.070 Regulatory consistency.

This chapter shall be construed to assure consistency with the requirements of the Clean Water Act and Porter-Cologne Act and acts amendatory thereof or supplementary thereto, or any applicable implementing regulations. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.080 Ultimate responsibility of discharger.

The standards set forth herein and promulgated pursuant to this chapter are minimum standards; therefore this chapter does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into waters of the U.S. caused by said person. This chapter shall not create liability on the part of the city, or any agent or employee thereof for any damages that result from any discharger's reliance on this chapter or any administrative decision lawfully made thereunder.

All persons undertaking construction activities shall employ, to the maximum extent practicable, erosion and sediment control measures, soil stabilization measures, appropriate source control measures, pollution prevention measures, measures to prevent prohibited discharges, in general prevention construction site management practices and where applicable appropriate measures associated with dewatering activities that ensure discharges do not cause or contribute to an exceedance of the water quality standards contained in a Statewide Water Quality Control Plan, the California Toxics Rule or the Central Coast Regional Water Quality Control Board Basin Plan. (Ord. No. 2009-03, § 1, 6-16-2009) or subsequently adopted order.

These standards include the requirement that persons planning on undertaking construction activities develop, submit for review and possible approval to the City appropriate plans (i.e. Erosion and Sediment Control Plans or equivalent – “Plan”) to the satisfaction of the City prior to any activities on the site. The plan shall include appropriate site-specific construction site BMPs that meet not only all applicable Water Board regulations, but the City's construction site storm water runoff control ordinance. Erosion and sediment control plan or equivalent shall include the rationale used for selecting BMPs including supporting soil loss calculations, if necessary. The plan shall list applicable permits directly associated with grading activity, including, but not limited to the State Water Board's Construction General Permit (CGP), State Water Board 401 Water Quality Certification, U.S. Army

Corps 404 permit, and California Department of Fish and Game 1600 Agreement. As a condition of any grading permit the operator shall submit evidence to the City that all permits directly associated with grading activity have been obtained prior to commencing soil disturbing activities authorized by the grading permit.

If the project requires CGP compliance including the development of a site-specific SWPPP, then at the discretion of the City an erosion and sediment control plan or equivalent may not be required. Site-specific SWPPPs must meet all applicable Water Board requirements and include provisions that ensure compliance with the City's construction site storm water runoff control ordinance. If the Plan and/or site-specific SWPPP is revised, the operator of construction activity shall submit those proposed revisions prior to implementation to the City for review, consideration and possible approval.

All required erosion and sediment control measures, soil stabilization measures, appropriate source control measures, pollution prevention measures, measures to prevent prohibited discharges, in general construction site management practices and where applicable appropriate measures associated with dewatering activities shall be implemented, maintained, cleaned, repaired or replaced as necessary per industry acceptable standards as deemed appropriate by the City.

Division II. Discharge Prohibitions

8.46.090 Prohibition of illegal discharges.

No person shall discharge or cause to be discharged into the city storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water.

Illegal discharges include, but are not limited to, the following list unless the discharge is permitted under a separate NPDES permit or as allowed by BMPs published or approved by the city public works department:

- (a) Water from the cleaning of gas stations, vehicle service garages, or other types of vehicle service facilities;
- (b) Water, cleansers, or solvents from the cleaning of vehicles, machinery or equipment, and other such commercial and industrial operations;
- (c) Water from the washing or rinsing of vehicles containing soap, detergents, solvents, or other cleaners;
- (d) Water from the washing or rinsing of vehicles, with or without soap, from auto body repair shops;
- (e) Water from the cleaning or rinsing of vehicle engine, undercarriage, or auto parts cleaning;
- (f) Vehicle fluids;
- (g) Mat wash and hood cleaning water from food service facilities;
- (h) Food and kitchen cleaning water from food service facilities;
- (i) Leakage from dumpsters or trash containers;
- (j) Water from the cleaning or rinsing of garbage dumpster areas and areas where garbage is stored or contained;
- (k) Water from pressure washing, steam cleaning, and hand scrubbing of sidewalks, gutters, plazas, alleyways, outdoor eating areas, steps, building exteriors, walls, driveways, and other outdoor surfaces;

- (l) Wastewater or cleaning fluids from carpet cleaning;
- (m) Swimming pool and spa water;
- (n) Wash out from concrete trucks;
- (o) Potentially contaminated runoff from areas where hazardous substances, including diesel fuel, gasoline and motor oil are stored; and
- (p) Super-chlorinated water normally associated with the disinfection of potable water systems.

The discharge of sewage or other forms of polluted water from recreational activities and from vehicles, recreational vehicles and/or boats, to the city storm drain system or watercourses is an illegal discharge and is prohibited.

Property owners or occupants are responsible to clean and abate routinely (*minimum monthly*) all illicit discharges (*i.e. fecal matter, waste matter, etcetera*) any and all discharges on and immediately off their site caused by activities or negligence on their site. Property owners must report the full tonnages and/or cubic yards removed per location (*i.e. address and/or APN*) to the City annually by July 15th for the preceding Permit Year (*i.e. July 1st – June 30th*). All reports shall be submitted to the City Engineer in a format approved by the City.

Discharges of any nature that enter the City's stormwater conveyance system (*i.e. gutters, streets storm drain inlets, underground storm drainage piping, Perc Lots and etcetera*) must be fully cleaned and abated with full wash water reclaim systems upon discovery to the satisfaction of the City Engineer. This requirement applies to all utility providers (*i.e. water, waste water, telephone, cable, natural gas and etcetera*).

The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

- (a) Discharges from the following activities will not be considered a source of pollutants to the storm drain system and to waters of the U.S. when properly managed to ensure that no potential pollutants are present, and therefore they shall not be considered illegal discharges unless determined to cause a violation of the provisions of the Porter-Cologne Act, Clean Water Act, or this chapter:
 - 1. Water line flushing;
 - 2. Landscape irrigation;
 - 3. Diverted stream flows;
 - 4. Rising ground waters;
 - 5. Uncontaminated ground water infiltration [as defined at 40 CFR § 35.2005(20)] to separate storm sewers;
 - 6. Uncontaminated pumped ground water;
 - 7. Discharges from potable water sources;
 - 8. Foundation drains;
 - 9. Air conditioning condensation;
 - 10. Irrigation water;
 - 11. Springs;
 - 12. Water from crawl space pumps;

13. Footing drains;
 14. Lawn watering;
 15. Individual residential car washing;
 16. Flows from riparian habitats and wetlands;
 17. Dechlorinated swimming pool discharges; and
 18. Flows from firefighting activities.
- (b) The prohibition against illegal discharge to the storm drain system shall not apply to any non-storm water discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered by the State of California under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted by the city for any discharge to the storm drain system.
- (c) Written concurrence of the regional board, shall be required for the city to provide a written exemption that a non-storm water discharge does not constitute a source of pollutants to the storm drain system or waters of the U.S. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.100 Prohibition of illicit connections.

- (a) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
- (b) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection was first made. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.110 Waste disposal prohibitions.

No person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, in or upon any public or private property, driveway, parking area, street, alley, sidewalk, component of the storm drain system, or water of the U.S., any pollutant, refuse, rubbish, garbage, litter, or other discarded or abandoned objects, so that the same may cause or contribute to pollution. Wastes deposited in streets in proper waste receptacles for the purposes of collection are exempted from this prohibition. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.120 Discharges in violation of industrial or construction activity NPDES storm water discharge permit.

Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit is required in a form acceptable to the city engineer prior to or as a condition of a subdivision map, site plan, building permit, or development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or for any other reasonable cause. (Ord. No. 2009-03, § 1, 6-16-2009)

Division III. Regulations and Requirements

8.46.130 Requirement to prevent, control, and reduce storm water pollutants.

- (a) Authorization to Adopt and Impose Best Management Practices. The city may adopt, and from time to time amend, requirements identifying best management practices for activities,

operations, or facilities that may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the U.S. as a separate BMP Guidance Series. BMP requirements may incorporate by reference best management practices promulgated by federal, State of California, or regional agencies. Where best management practices requirements are promulgated in the BMP Guidance Series, each person who discharges pollutants to the storm drain system or water of the U.S., and each person owning or operating any facility that may cause such a discharge, shall comply with those BMP requirements.

- (b) **Responsibility to Implement Best Management Practices.** Notwithstanding the presence or absence of BMP requirements promulgated pursuant to subparagraphs (a), (b), (c), and (d) of this section, each person engaged in activities or operations, or owning facilities or property which will or may result in pollutants entering storm water, the storm drain system, or waters of the U.S. shall implement best management practices to the extent they are technologically achievable to prevent and reduce such pollutants. The owner or operator of each commercial or industrial establishment shall provide reasonable protection from accidental discharge of prohibited materials or other wastes into the city storm drain system and/or watercourses. Facilities to prevent accidental discharge of prohibited materials or other wastes shall be provided and maintained at expense of the owner or operator.

As determined by the city manager, the city engineer will provide reports to the city council on the status of implementation of BMPs and any new BMPs to be developed for inclusion in the BMP Guidance Series.

- (c) **Construction Sites.** The city's BMP Guidance Series will include appropriate best management practices to reduce pollutants in any storm water runoff from construction activities. The city shall incorporate such requirements in any land use entitlement and construction or building-related permit to be issued relative to such development or redevelopment. The owner and developer shall comply with the terms, provisions, and conditions of such land use entitlements and building permits as required in this chapter and the city storm water utility ordinance.

Construction activities subject to BMP requirements shall continuously employ measures to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality, contamination, or unauthorized discharge of pollutants.

- (d) **New Development and Redevelopment.** The city's BMP Guidance Series will include appropriate best management practices to control the volume, rate, and potential pollutant load of storm water runoff from new development and redevelopment projects as may be appropriate to minimize the generation, transport and discharge of pollutants. The city shall incorporate such requirements in any land use entitlement and construction or building-related permit to be issued relative to such development or redevelopment. The owner and developer shall comply with the terms, provisions, and conditions of such land use entitlements and building permits as required in this chapter.
- (e) The submission of any building, grading and/or development applications / plans shall include adequate provisions to prevent the discharge of pollutants both on and off a construction site. At a minimum these provisions shall include: (1) for sites that include ground disturbing activities appropriate erosion and sediment control measures, and (2) soil stabilization measures; (3) where pumping of ground water may be necessary the inclusion of appropriate dewatering control measures; (4) site specific source controls to prevent the release and discharge of any pollutants;

and (5) appropriate pollution prevent control measures to prevent the release and discharge of any pollutants per industry acceptable standards as deemed appropriate by the City.

- (f) All development and redevelopment projects disturbing more than 50 cubic yard, or 2,500 square feet must retain 100% of all storm water runoff for the 100 year storm event in accordance with the latest City Design Standards. The project storm water retention system shall incorporate on-site stormwater management systems (*i.e. structural and/or non-structural*) to minimize runoff and pollutants and provide permanent storm drainage to control, manage, retain, treat, infiltrate and dispose of” (1) “on-site storm drainage for the Project” and (2) “ancillary street and site drainage from the adjoining streets and sites” as stipulated in approved project plans. The design standards for storm water for the City of Marina exceeds the requirements specified in the Central Coast Regional Water Quality Control Board’s adopted order R3-2013-0032.

These requirements may include a combination of structural and non-structural BMPs and may include requirements to ensure the proper long-term operation and maintenance of these BMPs. (Ord. No. 2009-03, § 1, 6-16-2009)

(g) Failure to Submit Required Reports

As a condition of development, the issuance of a conditional use permit, the issuance of a business license, many business and/or facilities must submit specified reports. The failure to submit the required reports may result in the revocation of a building permit, the suspension of a conditional use permit and/or the revocation of a business license following Notice from the City in addition to the issuance of municipal fines.

Post Construction Requirement Reporting: For sites that required the inclusion of storm water treatment control devices whether structural and/or non-structural (*Systems*) in compliance with the City’s and the Central Coast Regional Water Quality Control Board’s Post Construction Requirements as a condition of development the applicant and site owner agreed to submit annual reports to the City reflecting the following information:

1. MAINTENANCE: A summary of all maintenance activities performed on the Systems,
2. MONITORING: A summary of all monitoring activities performed on the Systems,
3. INSPECTIONS: A summary of all inspection activities performed on the Systems
4. CLEANINGS: A summary of all inspection activities performed on the Systems,
5. REPAIRS: A summary of all repair activities performed on the Systems,

The annual reports are to be submitted to the City in a format meeting City requirements and specifications documenting all maintenance, monitoring, inspections, cleanings and repairs made to the SYSTEM during the prior reporting period (*i.e. July 1st through June 30th annually*). The Annual Report shall be submitted to the City both electronically and in paper form by July 15th of each year. The Owner shall also at own expense meet all Water Board (*State Water Resources Control Board and Central Coast Regional Water Quality Control Board*) annual reporting requirements.

The requirements just noted are typical, but not always specified in the site Operations and Maintenance Agreement and associated Manual.

8.46.140 Requirement to eliminate illegal discharges.

Notwithstanding the requirements of Division IV, Section 8.46.200 herein, the city engineer may require by written notice that a person responsible for an illegal discharge immediately, or by a specified date, discontinue the discharge and, if necessary, take measures to eliminate the source of the discharge to prevent the occurrence of future illegal discharges. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.150 Requirements of eliminate or secure approval for illicit connections.

- (a) The city engineer shall require by written notice that a person responsible for an illicit connection to the storm drain system comply with the requirements of this chapter to eliminate or secure approval for the connection by a specified date, regardless of whether or not the connection or discharges to it had been established or approved prior to the effective date of this chapter.
- (b) If, subsequent to eliminating a connection found to be in violation of this chapter, the responsible person can demonstrate that an illegal discharge will no longer occur, said person may request city approval to reconnect. The reconnection or reinstallation of the connection shall be at the responsible person's expense. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.160 Requirement to protect watercourses.

Every person owning or leasing property through which a watercourse passes, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for maintenance, nor remove said vegetation in such a manner as to increase the vulnerability of the watercourse to erosion. The property owner and lessee shall be responsible for maintaining and stabilizing that portion of the watercourse that is within their property lines in order to protect against erosion and degradation of the watercourse originating or contributed from their property. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.170 Requirement to remediate.

Whenever the city engineer finds that a discharge of pollutants is taking place or has occurred which will result in or has resulted in pollution of storm water, the storm drain system, or water of the U.S., the city engineer may require by written notice to the owner of the property and/or the responsible person that the pollution be remediated and the affected property restored within a specified time pursuant to the provisions of Sections 8.46.220 through 8.46.250 below. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.180 Requirement to monitor and analyze.

The city engineer may require by written notice of requirement that any person engaged in any activity and/or owning or operating any facility which may cause or contribute to storm water pollution, illegal discharges, and/or non-storm water discharges to the storm drain system or waters of the U.S., to undertake at said person's expense such monitoring and analyses and furnish such reports to the city as deemed necessary to determine compliance with this chapter. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.190 Requirement to notify of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or water of the U.S. from said facility, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of a hazardous material said person shall immediately notify emergency response officials of the occurrence via emergency dispatch services (e.g., calling "911"). In the event of a release of non-hazardous materials, said person shall notify the city's public works

department in person or by phone or facsimile no later than 5:00 p.m. of the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed, postage paid, to the city's public works department within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. A copy of such records shall be provided to the city on an annual basis. Such records shall be retained for at least three years. (Ord. No. 2009-03, § 1, 6-16-2009)

Division IV. Inspection and Monitoring

8.46.200 Authority to inspect.

The city engineer is authorized to enforce any provision of this chapter. The city engineer is authorized to request entry permission upon twenty-four hours' notice, except in case of an emergency, to inspect premises, to facilitate reasonable inspection and property, and to inspect and copy records related to storm water compliance whenever the city engineer has sufficient and probable cause to believe that there exists, or potentially exists, in or upon any premises any condition that constitutes a violation of this chapter.

In the event the owner or occupant refuses entry after a request to enter and inspect has been made, the city is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.210 Authority to sample, establish sampling devices, and test.

During any inspection as provided herein, the city engineer, or designee, may take any samples and perform any testing deemed necessary to aid in the pursuit of the inquiry or to record site activities. (Ord. No. 2009-03, § 1, 6-16-2009)

Division V. Enforcement

8.46.220 Intervention.

The primary focus of this chapter is to reduce and control storm water impacts, and the city will use the amount of enforcement necessary to achieve compliance. Where possible the city will rely on education rather than enforcement. The city engineer may provide education programs or other informational materials that will assist in meeting the desired erosion and sedimentation controls, and other storm water management practices outcomes. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.230 Notice of violation.

Whenever the city engineer finds that a person has violated a prohibition or failed to meet a requirement of this article, the director may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- (a) The performance of monitoring, analyses, and reporting;
- (b) The elimination of illicit connections or discharges;
- (c) That violating discharges, practices, or operations shall cease and desist;
- (d) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; and
- (e) Payment of a fine to cover administrative and remediation costs; and

(f) The implementation of source control or treatment BMPs.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work may be done by the city or a contractor designated by the city engineer and the expense thereof shall be charged to the violator pursuant to Section 8.46.320 below. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.240 Stop work order.

Whenever any activity including, but not limited to construction activity, is being done contrary to and in violation of this chapter, the city engineer may order any activity, including, but not limited to construction activity, stopped by noticing in writing, posted on the premises, or served on the responsible party. The responsible party shall forthwith stop such work until authorized by the city engineer to proceed. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.250 Administrative compliance order.

The city may issue an administrative compliance order for any violation. The order shall be in writing, specify the violation(s) and require compliance measures. The order may also include a notice of impositions of administrative civil penalty assessment for the violation. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.260 Violation.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. Failure to comply with any of the requirements of this chapter shall constitute a citation may be issued to the responsible party, and shall be punishable as set forth in Marina Municipal Code Chapters 1.08 and 1.12. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.270 Compliance measures.

Compliance measures imposed to abate, remedy or remediate violations of this chapter may include, but shall not be limited to, one or more of the following, without limitation:

- (a) Cease and desist violating discharges, practices or operations;
- (b) The elimination of illicit connections or discharges;
- (c) The implementation of source control or treatment BMPs;
- (d) The performance of monitoring, analyses and reporting;
- (e) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;
- (f) Payment of an administrative civil penalty assessment;
- (g) Payment of fees to compensate remediation costs incurred by the city or its contractors;
- (h) Payment of fees to compensate for administrative costs incurred by the city or its contractors relating to enforcement, monitoring or reporting; and
- (i) Deposit of an undertaking, or presentation of a bond to assure completion of remediation and/or compliance efforts. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.280 Notices; service.

All notices/orders shall be served: (i) by personal service; or (ii) by certified mail/return receipt requested, with a duplicate copy sent by first class mail, postage prepaid. Any notice/order served by mail shall be deemed received for purposes of time computation hereunder five calendar days after the date mailed if to an address within this state, and seven calendar days after the date mailed if to an address outside this state. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.290 Settlement of administrative civil penalty assessment.

Upon receipt of notice of administrative civil penalty assessment the alleged violator may request a conference with the city manager or designee. The city manager or designee may compromise or settle any unpaid administrative civil penalty assessment. A request to settle under this section shall not act as a stay or otherwise affect the filing or processing of an appeal under Section 8.46.300. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.300 Appeal.

An affected party may appeal the determination of noncompliance or violation of provisions of this chapter, the administrative compliance order, and/or the administrative civil penalty assessment made pursuant to Section 8.46.270.

The notice of appeal must be received by the city manager within seven calendar days from the date of the violation determination, or from the date of the stop work order for an appeal of that order. The appeal shall state the name and address of the appellant, the name of any representative, the portion of the determination being appealed, the reason the determination is incorrect, and a statement as to what the correct determination should be. Failure to file a complete statement within the time or manner set forth shall constitute a waiver of objection and the appeal shall be dismissed. Hearing on the appeal before the city manager or his/her designee shall take place within thirty days from the date of city's receipt of the notice of appeal. At least ten days prior to the hearing, the city shall mail notice of the time and place of the hearing to the appellant. The decision of the city manager or designee shall be final. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.310 Abatement by city.

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal under Section 8.46.300, within ten calendar days of the decision of the city manager or designee upholding the decision of the city engineer, then the city or a contractor designated by the city engineer shall enter upon the subject private property and is authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the city or designated contractor to enter upon the premises for the purposes set forth above. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.320 Charging cost of abatement/liens.

Within thirty calendar days after abatement of the nuisance by the city, the city engineer shall notify the owner of the property of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment with the city clerk within seven calendar days. The city clerk shall set the matter for public hearing by the city council. At least ten calendar days prior to the scheduled hearing, the city shall mail notice as set forth in Section 8.46.280 of this chapter of the time and place of the hearing to the property owner. The decision of the city council shall be ratified by resolution and shall be final.

The amount due shall be paid within thirty calendar days of the decision of the city manager or designee or the expiration of such time as is set for payment. Thereafter, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. The city clerk shall cause an entry to be made on the tax roll opposite the description of the property, as follows: "Abating public nuisance, \$____," filling in the amount of the expense in each particular case, and the auditor/tax collector shall cause a corresponding entry to be made on the current assessment roll for the property; and thereafter before any further payment shall be received for any tax or for the redemption of said property, the cost of abating such nuisance shall first be paid. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.330 Urgency abatement.

The city engineer is authorized to require immediate urgent abatement of any violation of this chapter that constitutes an immediate threat to the health, safety or well-being of the public. If any such violation is not abated immediately as directed by the city engineer, the city is authorized to obtain an urgent judicial abatement warrant to enable entry onto private property and any and all measures required to remediate the violation. Any relief obtained under this section shall not prevent the city from seeking other and further relief authorized under this chapter. Any expense related to such remediation undertaken by the city shall be fully reimbursed by the property owner in accord with Section 8.46.290. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.340 Compensatory action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this chapter, the city engineer may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, or other remedial activity. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.350 Violations deemed a public nuisance.

In addition to the enforcement processes and penalties hereinbefore provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter is determined to be a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored by the city at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken by the city. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.360 Acts potentially resulting in a violation of the Federal Clean Water Act and/or California Porter-Cologne Act.

Any person who violates any provision of this chapter or any provision of any requirement issued pursuant to it, may also be in violation of the Clean Water Act and/or the Porter-Cologne Act and may be subject to the sanctions of those acts including civil and criminal penalties. Any enforcement action authorized under this chapter shall also include written notice to the violator of such potential liability. (Ord. No. 2009-03, § 1, 6-16-2009)

To: Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 6, 2020

CITY COUNCIL OF THE CITY OF MARINA TO OPEN A PUBLIC HEARING, TAKE ANY TESTIMONY FROM THE PUBLIC, AND CONSIDER RECOMMENDATION BY THE PLANNING COMMISSION TO ADOPT AN ORDINANCE GOVERNING THE DEVELOPMENT OF ACCESSORY DWELLING UNITS IN THE CITY OF MARINA; AND,

READ BY TITLE ONLY ORDINANCE 2020- REPEALING MARINA MUNICIPAL CODE CHAPTER 17.06.040 (SECONDARY DWELLINGS AND GUEST HOUSES) AND REPLACE IT IN ITS ENTIRETY WITH A NEW CHAPTER 17.06.040 (ACCESSORY DWELLING UNITS) GOVERNING THE DEVELOPMENT OF ACCESSORY DWELLING UNITS IN THE CITY OF MARINA.

REQUEST:

The City Council consider the Planning Commission recommendation and take the following actions:

- 1) Read by title only Ordinance 2020- repealing Marina Municipal Code Chapter 17.06.040 (Secondary Dwellings and Guest Houses) and replace it in its entirety with a new chapter 17.06.040 (Accessory Dwelling Units) governing the development of accessory dwelling units in the City of Marina.

BACKGROUND:

Historically the City of Marina permitted guest houses in residential and agricultural residential districts (K, R-1, R-2, R-3, R-4) when these guest houses met basic site and design standards including detachment from and subordination to the main residence on site, location of the guest house on the rear half of the building site, setbacks of six feet from the rear and side property lines and from the nearest point of the main residence, and a height limitation of sixteen feet. Together with other accessory buildings, guest houses could not exceed thirty percent of the rear yard. Guest houses could not be rented, let, or leased separately from the main residence, and no kitchen or cooking facilities were permitted within the guest house. Secondary dwelling units were not permitted. These regulations were adopted in July 1994 and remained in place for ten years.

On August 5, 2003, Ordinance 2003-09 amended the zoning ordinance to define and establish standards for secondary dwelling units and additional standards for guest houses. The ordinance restricted secondary dwelling units and guest houses in the K district and eliminated a parking requirement for all secondary dwelling units and guest houses. Additional changes to the ordinance included:

- A limit of one secondary dwelling unit or guest house per building site
- A restriction on the development of secondary dwelling units and guest houses on buildings sites larger than 7,500 square feet in the R-4 district
- A restriction on the development of secondary dwelling units and guest houses within condominium or planned unit development projects, mobile home or trailer parks, and the area of the former Fort Ord Military Reservation within Marina City limits

- A requirement that maximum floor area not exceed whichever was less of:
 - Ten percent of the site area
 - Two-thirds of the living area of the main building
 - 950 square feet
- A requirement that the guest house or secondary dwelling unit incorporate or continue architectural features that were similar to and/or compatible with the main building with respect to roof pitch and style, exterior building materials, and colors

The rear setback for guest houses and detached secondary dwelling units was increased to ten feet. These structures were to be located in the rear yard only, with entrances facing the primary residence and/or interior of the rear yard. More stringent setbacks were required in situations where entryways faced the side or rear lot lines.

Attached secondary dwelling units were governed by the minimum yard and maximum height requirements for the main building on site, and entrances to these units were required to face the rear yard only.

Secondary dwelling units and guest houses were approved administratively, though an applicant could request referral to the Site and Architectural Design Review Board if they wished to appeal the Planning Director's determination regarding architectural compatibility of the secondary dwelling unit or guest house. Projects within the coastal zone required a coastal development permit.

On October 5, 2004, Ordinance 2004-12 amended the zoning ordinance to extend the maximum height of secondary dwelling units and guest houses in the R-4 district from sixteen to twenty-five feet.

On October 3, 2006, Ordinance 2006-11 amended the zoning ordinance to change all references of "secondary dwelling unit" to "secondary dwelling". The ordinance removed the restriction on the development of secondary dwellings and guest houses on the area of the former Fort Ord within Marina City limits. The ordinance also clarified that secondary dwellings and guest houses did not qualify as housing units and were not to be counted toward meeting a housing unit density requirement for a project or toward meeting an inclusionary housing requirement.

Changes to State Law

Ordinance 2006-11 marked the last modification of the portion of the zoning ordinance regulating secondary dwellings and guest houses. Regulations are contained within Section 17.06.040 of the Marina Municipal Code and were invalidated January 1, 2020 when new state laws governing the development of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) went into effect. In the absence of a local ordinance accounting for changes in state law, the City must default to the new state laws.

Senate Bill 13 and Assembly Bills 68, 587, 670, 671, and 881 tightened local controls over accessory dwellings. The bills include the following provisions for accessory dwellings:

- Development standards shall not include requirements on minimum lot size
- Local agencies shall not implement owner occupancy requirements
- The maximum size of a studio or one-bedroom ADU shall be no less than 850 square feet; the maximum size of an ADU with more than one bedroom shall be no less than 1000 square feet

- Replacement off-street parking spaces cannot be required when ADUs are created through the conversion of a garage, carport, or covered parking structure
- Local agencies have 60 rather than 120 days to review ADU and JADU applications
- ADUs of up to 750 square feet are exempt from impact fees; impact fees for ADUs larger than 750 square feet shall be proportional
- JADUs are permitted within the walls of a proposed or existing single-family residence, and no existing bedroom or interior entry to the single-family residence is required
- Codes, conditions, and restrictions that either effectively prohibit or unreasonably restrict the construction or use of an ADU or JADU on a lot zoned for single-family residential use are void and unenforceable

The bills also include definitions clarifying “public transit” and “accessory structure”, establish that local agencies may identify an ADU or JADU as an adequate site to satisfy RHNA housing needs, and require local agency housing elements to include a plan that incentivizes and promotes the creation of ADUs that can offer affordable rents for very low, low-, or moderate-income households. Finally, the bills authorize the Department of Housing and Community Development (HCD) to notify a local agency if the department finds that their ADU ordinance is not in compliance with state law.

Draft ADU Ordinance

While new state laws drastically limit local controls over the development of ADUs and JADUs, the draft ordinance retains as much control as possible. Planning staff communicated with HCD and City attorneys to ensure the draft is compliant with state law.

The proposed ordinance (**ATTACHMENT 1**) establishes that accessory units consistent with local requirements are allowed by right with the issuance of a building permit. ADUs are permitted in any zoning district where single-family or multifamily dwellings are a permitted or conditionally permitted land use. JADUs are permitted in any zoning district where single-family dwellings are a permitted or conditionally permitted land use. Accessory structures are generally subject to the same requirements that apply to primary dwellings on the same lot in the applicable zoning district.

Single lots with a single-family dwelling may have no more than one JADU and one ADU.

For lots with multifamily dwellings, the number of permitted internal or attached ADUs can be equal to up to 25% of the existing multifamily dwelling units. Fractions of 0.5 and above are rounded up. ADUs may include portions of dwelling structures that are not used as livable space, such as storage rooms, boiler rooms, passageways, attics, basements, or garages. Each unit must comply with state building standards. At least one ADU is permitted per lot within multifamily dwellings, and no more than two detached ADUs are permitted per lot containing multifamily dwellings.

Regardless of the zoning district, an ADU may be within, attached to, or detached from the primary dwelling. An ADU must have its own kitchen, bathroom facilities, and entrance separate from the primary dwelling. ADUs are limited to sixteen feet in height.

Studio and one-bedroom ADUs can be no larger than 850 square feet, and ADUs with more than one bedroom can be no larger than 1,000 square feet. If an existing structure is being converted to an ADU, an additional 150 square feet are allowed for expansion beyond the physical dimensions of the ADU, limited to providing ingress and egress only.

JADUs are limited to 500 square feet and must be constructed within the walls of a proposed or existing single-family residence. Instead of a complete kitchen facility, a JADU only requires an efficiency kitchen, which consists of appliances, a food preparation counter, and storage cabinets.

No setbacks are required for existing accessory structures or living areas that are converted to ADUs. Similarly, ADUs constructed in the same location and same footprint as an existing accessory structure require no setbacks. ADUs resulting from new construction must be set back four feet from the side and rear property lines.

No on-site parking is required for JADUs. No replacement parking is required for ADUs resulting from the conversion of an existing space. One on-site parking space is required for each accessory dwelling unit per unit or bedroom, whichever is less. However, state law effectively eliminates the City's ability to require parking for almost all ADUs, since most parcels where ADUs may be developed are within one-half mile walking distance of public transit.

All ADUs and JADUs will be permitted ministerially without administrative design review.

Memo to Planning Commission

Following presentation of the draft ordinance to Planning Commission on July 23, 2020, and Planning Commission adoption of Resolution No. 2020-16 (**ATTACHMENT 2**), staff received clarification from HCD regarding the number of ADUs permitted on a single lot with a single-family dwelling. The previous draft ordinance stated that up to two accessory dwelling units may be permitted on a single lot with a single-family dwelling provided that one unit is created through the conversion of existing attached or detached space and one unit is created through the construction of a new detached space.

HCD clarified that state law requires cities to permit only one ADU per single lot with a single-family dwelling. The draft ordinance was revised to reflect this information. The memo to Planning Commission and a draft ordinance reflecting modifications in Microsoft Word's Track Changes are included as **EXHIBIT A to ATTACHMENT 3**.

In September 2020, HCD published the Accessory Dwelling Unit Handbook, which provides direction for jurisdictions on how to carry out state legislation that went into effect in January. Staff has reviewed this document and found the draft ordinance to be consistent with HCD's interpretation of state law.

ANALYSIS:

Adopting an ordinance regulating ADUs will allow the City of Marina to retain the maximum allowable level of control over ADUs. Without an ordinance in place, the City must default to more permissive state laws governing ADUs.

Staff has evaluated state law and draft ordinances in several municipalities, consulted with the Department of Housing and Community Development and City attorneys, and developed a draft ordinance that both complies with state law and allows City to retain as much local control as possible. Staff recommends the City Council adopt an ordinance governing the development of accessory dwelling units in the City of Marina.

ENVIRONMENTAL REVIEW:

The City of Marina Planning Division has determined that this Ordinance is categorically exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines. The proposed text amendments are covered by the common-sense exemption that 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. The proposed amendments are changes to the requirements of Accessory Dwelling Units and Junior Accessory Dwelling Units contained within the Municipal Code as required by State Law pursuant to the amendments made by Assembly Bill 68, Assembly Bill 881 and Senate Bill 13 and will not result in any direct impact upon the physical environment. Any development that occurs in the future subject to such standards will undergo an independent analysis pursuant to the requirements of CEQA.

FISCAL IMPACT:

Building permit fees will be collected prior to the construction of all accessory units. The City may collect impact fees for ADUs larger than 750 square feet based on a future impact fee study.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Alec Barton
Assistant Planner, Planning Division
Community Development Department
City of Marina

REVIEWED/CONCUR:

J. Fred Aegerter
Community Development Director
City of Marina

Layne P. Long
City Manager
City of Marina

Attachments:

1. Draft City Council Ordinance.
2. Planning Commission Resolution No. 2020-16.
3. Memo to Planning Commission.

ORDINANCE NO. 2020-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA TO INTRODUCE AND READ BY TITLE ONLY ORDINANCE 2020- REPEALING MARINA MUNICIPAL CODE CHAPTER 17.06.040 (SECONDARY DWELLINGS AND GUEST HOUSES) AND REPLACE IT IN ITS ENTIRETY WITH A NEW CHAPTER 17.06.040 (ACCESSORY DWELLING UNITS) GOVERNING THE DEVELOPMENT OF ACCESSORY DWELLING UNITS IN THE CITY OF MARINA.

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THE CITY COUNCIL OF THE CITY OF MARINA DOES ORDAIN AS FOLLOWS

1. Chapter 17.06.040—Secondary Dwellings and Guest Houses Removed. The Municipal Code is hereby amended by removing this section of code.
2. Chapter 17.06.040—Accessory Dwelling Units Added. The Municipal Code is hereby amended by the addition of Chapter 17.06.040 entitled “Accessory Dwelling Units” to read as set forth on the attached five (5) page marked EXHIBIT “A” and incorporated herein by this reference thereto.
3. Effective Date. This ordinance shall take effect and be in force 30 days from and after its final passage.
4. Posting of Ordinance. Within 15 days after the passage of this ordinance, the City Clerk shall cause it to be posted in the three public places designated by resolution of the City Council.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on the 6th Day of October 2020, and was passed and adopted at a regular meeting duly held on the ___ Day of October 2020, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Repeal Chapter 17.06.040 and replace with the following:

17.06.040 Accessory dwelling units

This chapter establishes standards for the location and construction of accessory dwelling units and junior accessory dwelling units (jointly referred to “accessory units” in this chapter) in conformance with California Government Code Sections 65852.2 and 65852.22. These standards are intended to allow for accessory units as an important form of affordable housing and to comply with State Law.

A. Accessory Dwelling Units

1. Permits required

- a. Accessory units consistent with the requirements of this chapter are allowed by right with the issuance of a building permit.
- b. Time Limit to Act. The City shall complete its review of an accessory unit application and approve or deny the application within sixty days of receipt of the application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory unit is submitted with a permit application to create a new single-family dwelling on the lot, the City shall delay acting on the permit application for the accessory unit until the City acts on the permit application to create the new single-family dwelling. If the applicant requests a delay, the sixty-day time limit shall be extended for the period of the requested delay. In either case the application to create the accessory unit shall be considered without discretionary review or hearing.

2. Permitted zoning districts

- a. Accessory dwelling units are permitted in any zoning district where single-family or multifamily dwellings are a permitted or conditionally permitted land use as identified in Title 17 of the Municipal Code. Junior accessory dwelling units are permitted in any zoning district where single-family dwellings are a permitted or conditionally permitted land use as identified in Title 17 of the Municipal Code.

3. Site and design standards

- a. General. Accessory units are subject to the same requirements that apply to primary dwellings on the same lot in the applicable zoning district except as specified in this section.
- b. Number of Accessory Units. No more than one junior accessory dwelling unit and one accessory dwelling unit is permitted on a single lot with a single-family dwelling. Lots with existing multifamily dwellings shall have a number of internal or attached accessory dwelling units equal to 25% of the existing multifamily dwelling units. Fractions of units of 0.5 and above shall be rounded up. Accessory dwelling units may include portions of dwelling

structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided that each unit complies with state building standards for dwellings. At least one accessory dwelling unit shall be permitted per lot within existing multifamily dwellings. Not more than two detached accessory dwelling units shall be permitted on lots with existing multifamily dwellings.

c. Relationship to Primary Dwelling.

1. An accessory dwelling unit may be within, attached to, or detached from the primary dwelling. Attachment to the primary dwelling shall be by sharing a common interior wall or common roof. No passageway (as defined in California Government Code Section 65852.2) is required in conjunction with the construction of an accessory dwelling unit.
2. An accessory dwelling unit shall have its own kitchen, bathroom facilities, and entrance separate from the primary dwelling.
3. The City shall allow junior accessory dwelling units as defined in California Government Code Section 65852.22 to be constructed within the walls of the proposed or existing single-family residence with a separate entrance from the main entrance to the primary dwelling, an efficiency kitchen as defined herein, and shared or independent bathroom facilities.

d. Height

1. An accessory unit is limited to sixteen feet in height.

e. Maximum Unit Size.

1. The maximum floor area for a studio or 1-bedroom accessory dwelling unit shall be 850 square feet, except accessory dwelling units which do not conform to Sections D.1 and F.3 of this code which shall be limited to 800 square feet. The maximum floor area for an accessory dwelling unit of 2 bedrooms or more shall be 1,000 square feet. In situations where an existing accessory structure is being converted to an accessory dwelling unit, an additional 150 square feet are allowed for expansion beyond the physical dimensions of the accessory dwelling unit, limited to providing ingress and egress only.
2. The maximum floor area of a junior accessory dwelling unit shall be five hundred square feet.

f. Property Line Setbacks.

1. No setback is required for an existing accessory structure or living area as defined herein that is converted to an accessory dwelling unit.
2. No setback is required for an accessory dwelling unit constructed in the same location and the same footprint as an existing accessory structure.
3. A minimum setback of four feet from the side and rear property lines is required for an accessory dwelling unit sixteen feet in height or less. Front and street side yard setbacks shall be the same as the underlying zoning district. An accessory dwelling unit in excess of sixteen feet in

height shall comply with setback requirements of the main structure of the applicable zoning district.

g. Parking.

1. Except as specified in this subsection, on-site parking for accessory dwelling units shall comply with all parking requirements in Chapter 17.44 of the Municipal Code.
2. On-site parking is not required for junior accessory dwelling units.
3. In addition to on-site parking spaces required for the primary dwelling, one on-site parking space shall be provided for each accessory dwelling unit per unit or bedroom, whichever is less.
4. On-site parking spaces for accessory dwelling units may be covered or uncovered, may be tandem, and may be located within the front, side, or rear setbacks areas unless there is a specific site or regional condition related to fire or life safety that would make parking in setback areas unsafe.
5. No on-site parking is required for an accessory dwelling unit in the following cases:
 - a. The accessory dwelling unit is located within one-half mile walking distance of public transit.
 - b. The accessory dwelling unit is located within a National Register Historic District or other historic district officially designated by the City Council.
 - c. The accessory dwelling unit is constructed within the primary residence or within an accessory structure.
 - d. On-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - e. A car-share vehicle pick-up/drop-off location is located within one block of the accessory dwelling unit.

h. Utility Connections.

1. General. An accessory unit shall not be considered a new residential use for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service unless constructed in conjunction with a new single-family residence.
2. Accessory Units in Existing Space. For accessory units within an existing primary dwelling, garage, or other accessory structure, the City shall not require an applicant to install a new or separate utility connection directly between the accessory unit and utility or impose a related connection fee or capacity charge.
3. Attached and Detached Accessory Dwelling Units. Consistent with California Government Code Section 66013, a utility connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

4. Fire Sprinklers. The installation of fire sprinklers shall not be required in an accessory unit if sprinklers are not required for the primary residence.
- i. Septic Tank Disposal System.
 1. In areas where septic tank disposal systems are allowed due to lack of sanitary sewer lines, detached accessory dwelling units shall be served by separate and independent septic tank sewage disposal systems. All leach lines shall be designed and installed in accordance with current septic system requirements of the County of Monterey Health Department.
 2. In other areas of the City, accessory dwelling units shall be connected to the sanitary sewer system through the existing lateral line serving the primary dwelling.
- j. Deed restrictions.
 1. Deed Restriction Required. Before obtaining a building permit for an accessory unit, the property owner shall file with the county recorder a declaration of restrictions containing a reference to the deed under which the property was acquired by the current owner. The deed restriction shall state that:
 - a. The accessory unit may not be sold separately from the primary dwelling.
 - b. The accessory unit is restricted to the approved size as set forth in subsection 17.61.040(D).
 - c. The accessory unit shall not be rented for a period of less than thirty-one days.
 2. Binding on Future Owners. The above declarations shall be binding upon any successor in ownership of the property. Lack of compliance shall be cause for code enforcement and/or revoking the City's approval of the accessory unit.
- k. Fees.
 1. Impact fees shall not be imposed on an accessory dwelling unit less than seven hundred fifty square feet in size.
 2. Impact fees charged for an accessory dwelling unit of seven hundred fifty square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling.

Adding the following definitions:

17.04 Definitions

“Accessory dwelling unit”, as defined in California Government Code Section 65852.2, means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.

An accessory dwelling unit also includes the following (A) an efficiency unit; (B) a manufactured home, as defined in Section 18007 of the Health and Safety Code.

“Accessory structure” means a structure that is accessory and incidental to a dwelling located on the same lot.

“Accessory unit” means an accessory dwelling unit or junior accessory dwelling unit.

“Efficiency kitchen” means a cooking facility with appliances, a food preparation counter, and storage cabinets.

“Efficiency unit”, as defined in California Government Code Section 17958.1, has the same meaning specified in the International Building Code of the International Code Council, as incorporated by reference in Part 2 of Title 24 of the California Code of Regulations.

“Junior accessory dwelling unit”, as defined in California Government Code Section 65852.22, means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence.

“Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

RESOLUTION NO. 2020-16

A RESOLUTION OF THE CITY OF MARINA PLANNING COMMISSION RECOMMENDING
THAT THE CITY COUNCIL CONSIDER ADOPTING AN ORDINANCE GOVERNING THE
DEVELOPMENT OF ACCESSORY DWELLING UNITS IN THE CITY OF MARINA.

WHEREAS, the Planning Commission of the City of Marina conducted a duly noticed public meeting to consider initiating amendments to the Marina Zoning Ordinance, considered all public testimony, written and oral, presented at the public meeting, and received and considered the written information and recommendation of the staff report for the July 23, 2020 meeting related to the proposed amendments to the Marina Zoning Ordinance; and

WHEREAS, the Planning Commission finds that the proposed amendments to the Marina Municipal Code are consistent with the goals, policies and programs of the Marina General Plan; and

WHEREAS, the Planning Commission finds that the proposed amendments to the Marina Municipal Code are consistent with the goals and provisions of state law; and

WHEREAS, the Planning Commission finds that accessory dwelling units and junior accessory dwelling units represent an important way for the City to reach its affordable housing goals; and

WHEREAS, the Planning Commission finds that adoption of the ordinance permits the City to retain the maximum level of control permitted under state law; and

WHEREAS, the City of Marina Planning Division has determined that this Ordinance is categorically exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines. The proposed text amendments are covered by the common-sense exemption that 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. The proposed amendments are changes to the requirements of Accessory Dwelling Units and Junior Accessory Dwelling Units contained within the Municipal Code as required by State Law pursuant to the amendments made by Assembly Bill 68, Assembly Bill 881 and Senate Bill 13 and will not result in any direct impact upon the physical environment. Any development that occurs in the future subject to such standards will undergo an independent analysis pursuant to the requirements of CEQA.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina that it hereby recommends that the City Council adopt an ordinance governing the development of accessory dwelling units in the City of Marina.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 23rd day of July 2020, by the following vote:

AYES, COMMISSIONERS:

NOES, COMMISSIONERS:

ABSENT, COMMISSIONERS:

ABSTAIN, COMMISSIONERS:

David Burnett, Chair

ATTEST:

Alec Barton
Assistant Planner
City of Marina

City of Marina



City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831-884-1278; FAX 831-384-9148
www.cityofmarina.org

MEMORANDUM

TO: Planning Commission Members

FROM: Alec Barton, Assistant Planner

RE: Accessory Dwelling Units – Changes to Draft Ordinance

DATE: August 21, 2020

Dear Planning Commissioners:

Following the Commission's recommendation of the draft ADU ordinance to Council on July 23, 2020, Staff spoke with the Department of Housing and Community Development (HCD) and received clarification on the number of accessory units the City is required to permit under state law.

In no case is the City required to permit more than one ADU and one junior accessory dwelling unit (JADU) on a single lot with a single-family dwelling. For lots with existing multifamily dwellings, the number of permitted units is unchanged, but the text has been updated to reflect that these provisions apply only to lots with *existing* multifamily units. See 17.06.040 A.3.b. in the attached document for reference.

In the interest of clarity, two additional minor corrections have been made in 17.06.040 D.1. and 17.06.040 F.3.

Respectfully,

A handwritten signature in blue ink, appearing to read "Alec Barton", is written over a light blue horizontal line.

Alec Barton
Assistant Planner
City of Marina

Serving a World Class Community

17.06.040 Accessory dwelling units

This chapter establishes standards for the location and construction of accessory dwelling units and junior accessory dwelling units (jointly referred to “accessory units” in this chapter) in conformance with California Government Code Sections 65852.2 and 65852.22. These standards are intended to allow for accessory units as an important form of affordable housing and to comply with State Law.

A. Accessory Dwelling Units**1. Permits required**

- a. Accessory units consistent with the requirements of this chapter are allowed by right with the issuance of a building permit.
- b. Time Limit to Act. The City shall complete its review of an accessory unit application and approve or deny the application within sixty days of receipt of the application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory unit is submitted with a permit application to create a new single-family dwelling on the lot, the City shall delay acting on the permit application for the accessory unit until the City acts on the permit application to create the new single-family dwelling. If the applicant requests a delay, the sixty-day time limit shall be extended for the period of the requested delay. In either case the application to create the accessory unit shall be considered without discretionary review or hearing.

2. Permitted zoning districts

- a. Accessory dwelling units are permitted in any zoning district where single-family or multifamily dwellings are a permitted or conditionally permitted land use as identified in Title 17 of the Municipal Code. Junior accessory dwelling units are permitted in any zoning district where single-family dwellings are a permitted or conditionally permitted land use as identified in Title 17 of the Municipal Code.

3. Site and design standards

- a. General. Accessory units are subject to the same requirements that apply to primary dwellings on the same lot in the applicable zoning district except as specified in this section.
- b. Number of Accessory Units. No more than one junior accessory dwelling unit and one accessory dwelling unit is permitted on a single lot with a single-family dwelling. ~~Up to two accessory dwelling units may be permitted on a single lot with a single-family dwelling provided that one unit is created through the conversion of existing attached or detached space and one unit is created through the construction of a new detached space.~~ Lots with existing multifamily dwellings shall have a number of internal or attached accessory dwelling units equal to 25% of the existing multifamily dwelling units. Fractions of units of 0.5 and above shall be rounded up. Accessory dwelling units may include portions of dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided that each unit complies with state building standards for dwellings. At least one accessory dwelling unit shall be permitted per lot within existing multifamily dwellings. Not more than two detached accessory dwelling units shall be permitted on lots with existing multifamily dwellings.
- c. Relationship to Primary Dwelling.

1. An accessory dwelling unit may be within, attached to, or detached from the primary dwelling. Attachment to the primary dwelling shall be by sharing a common interior wall or common roof. No passageway (as defined in California Government Code Section 65852.2) is required in conjunction with the construction of an accessory dwelling unit.
 2. An accessory dwelling unit shall have its own kitchen, bathroom facilities, and entrance separate from the primary dwelling.
 3. The City shall allow junior accessory dwelling units as defined in California Government Code Section 65852.22 to be constructed within the walls of the proposed or existing single-family residence with a separate entrance from the main entrance to the primary dwelling, an efficiency kitchen as defined herein, and shared or independent bathroom facilities.
- d. Height
1. An accessory ~~dwelling~~ unit is limited to sixteen feet in height.
- e. Maximum Unit Size.
1. The maximum floor area for a studio or 1-bedroom accessory dwelling unit shall be 850 square feet, except accessory dwelling units which do not conform to Sections D.1 and F.3 of this code which shall be limited to 800 square feet. The maximum floor area for an accessory dwelling unit of 2 bedrooms or more shall be 1,000 square feet. In situations where an existing accessory structure is being converted to an accessory dwelling unit, an additional 150 square feet are allowed for expansion beyond the physical dimensions of the accessory dwelling unit, limited to providing ingress and egress only.
 2. The maximum floor area of a junior accessory dwelling unit shall be five hundred square feet.
- f. Property Line Setbacks.
1. No setback is required for an existing accessory structure or living area as defined herein that is converted to an accessory dwelling unit.
 2. No setback is required for an accessory dwelling unit constructed in the same location and the same footprint as an existing accessory structure.
 3. A minimum setback of four feet from the side and rear property lines is required for an accessory dwelling unit sixteen feet in height or less. Front and street side yard setbacks shall be the same as the underlying zoning district. An accessory dwelling unit in excess of sixteen feet in height shall comply with setback requirements of the main structure of the applicable zoning district.
- g. Parking.
1. Except as specified in this subsection, on-site parking for accessory dwelling units shall comply with all parking requirements in Chapter 17.44 of the Municipal Code.
 2. On-site parking is not required for junior accessory dwelling units.
 3. In addition to on-site parking spaces required for the primary dwelling, one on-site parking space shall be provided for each accessory dwelling unit per unit or bedroom, whichever is less.
 4. On-site parking spaces for accessory dwelling units may be covered or uncovered, may be tandem, and may be located within the front, side, or rear setbacks areas unless there is a specific site or regional condition related to fire or life safety that would make parking in setback areas unsafe.
 5. No on-site parking is required for an accessory dwelling unit in the following cases:
 - a. The accessory dwelling unit is located within one-half mile walking distance of public transit.

- b. The accessory dwelling unit is located within a National Register Historic District or other historic district officially designated by the City Council.
 - c. The accessory dwelling unit is constructed within the primary residence or within an accessory structure.
 - d. On-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - e. A car-share vehicle pick-up/drop-off location is located within one block of the accessory dwelling unit.
- h. Utility Connections.
 - 1. General. An accessory unit shall not be considered a new residential use for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service unless constructed in conjunction with a new single-family residence.
 - 2. Accessory Units in Existing Space. For accessory units within an existing primary dwelling, garage, or other accessory structure, the City shall not require an applicant to install a new or separate utility connection directly between the accessory unit and utility or impose a related connection fee or capacity charge.
 - 3. Attached and Detached Accessory Dwelling Units. Consistent with California Government Code Section 66013, a utility connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.
 - 4. Fire Sprinklers. The installation of fire sprinklers shall not be required in an accessory unit if sprinklers are not required for the primary residence.
- i. Septic Tank Disposal System.
 - 1. In areas where septic tank disposal systems are allowed due to lack of sanitary sewer lines, detached accessory dwelling units shall be served by separate and independent septic tank sewage disposal systems. All leach lines shall be designed and installed in accordance with current septic system requirements of the County of Monterey Health Department.
 - 2. In other areas of the City, accessory dwelling units shall be connected to the sanitary sewer system through the existing lateral line serving the primary dwelling.
- j. Deed restrictions.
 - 1. Deed Restriction Required. Before obtaining a building permit for an accessory unit, the property owner shall file with the county recorder a declaration of restrictions containing a reference to the deed under which the property was acquired by the current owner. The deed restriction shall state that:
 - a. The accessory unit may not be sold separately from the primary dwelling.
 - b. The accessory unit is restricted to the approved size as set forth in subsection 17.61.040(D).
 - c. The accessory unit shall not be rented for a period of less than thirty-one days.
 - 2. Binding on Future Owners. The above declarations shall be binding upon any successor in ownership of the property. Lack of compliance shall be cause for code enforcement and/or revoking the City's approval of the accessory unit.
- k. Fees.

1. Impact fees shall not be imposed on an accessory dwelling unit less than seven hundred fifty square feet in size.
2. Impact fees charged for an accessory dwelling unit of seven hundred fifty square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling.

17.04 Definitions

“Accessory dwelling unit”, as defined in California Government Code Section 65852.2, means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following (A) an efficiency unit; (B) a manufactured home, as defined in Section 18007 of the Health and Safety Code.

“Accessory structure” means a structure that is accessory and incidental to a dwelling located on the same lot.

“Accessory unit” means an accessory dwelling unit or junior accessory dwelling unit.

“Efficiency kitchen” means a cooking facility with appliances, a food preparation counter, and storage cabinets.

“Efficiency unit”, as defined in California Government Code Section 17958.1, has the same meaning specified in the International Building Code of the International Code Council, as incorporated by reference in Part 2 of Title 24 of the California Code of Regulations.

“Junior accessory dwelling unit”, as defined in California Government Code Section 65852.22, means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence.

“Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

September 30, 2020

Item No. **11a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 6, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
RECEIVING INFORMATIONAL PRESENTATION OF THE CITY'S STORM
WATER PROGRAM FOR PERMIT YEAR 7**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, receiving informational presentation of the City's Storm Water Program for Permit Year 7

BACKGROUND:

As part of the City's Storm Water Management Program, this presentation is being made as part of the Public Education & Outreach (PE/PO) program under the current National Pollution Discharge Elimination System (NPDES) Phase II Storm Water Permit.

ANALYSIS:

The Storm Water Management Program presentation consists of the following:

1. Program Overview
2. Key Accomplishments 2019-20
3. Work Plan 2020/21 Objectives

CONCLUSION:

This request is submitted for City Council consideration.

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer
Public Works Department
City of Marina

REVIEWED/CONCUR:

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
RECEIVING INFORMATIONAL PRESENTATION OF THE CITY'S STORM
WATER PROGRAM FOR PERMIT YEAR 7

WHEREAS, as part of the City's Storm Water Management Program, an annual presentation is required to be given to the public as part of the Public Education & Outreach (PE/PO) requirements under the current National Pollution Discharge Elimination System (NPDES) Phase II Storm Water Permit, and;

WHEREAS, the Storm Water Management Program presentation will present the following: Program Overview, Key Accomplishments 2019/20, and Work Plan 2020/21 Objectives.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby receive the informational presentation of the City's Storm Water Program for Permit Year 7.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 6th day of October 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 6, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN CITY
OF MARINA AND SAVE THE WHALES OF SEASIDE, CALIFORNIA, TO
PROVIDE PROFESSIONAL SERVICES FOR THE CITY OF MARINA'S
STORM WATER PROGRAM, AUTHORIZING THE FINANCE DIRECTOR TO
MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON
BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY
THE CITY ATTORNEY.**

REQUEST:

It is requested that City Council consider:

1. Adopting Resolution No. 2020-, approving Amendment No. 4 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program, and;
2. Authorizing the Finance Director to make necessary accounting and budgetary entries, and;
3. Authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

On February 5, 2013, the State Water Quality Control Board adopted new National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater permit requirements, requiring the City to submit a Notice of Intent for coverage under the new permit by July 1, 2013. The Permit term is five years ending on June 30, 2018.

To fulfill the City's Program Management requirements, including its needed Public Education & Outreach (PE/PO) program under the current NPDES Phase II permit, the City contracted program support for the first two permit years with Save the Whales of Seaside, California.

At the regular meeting on December 15, 2015, the City Council adopted Resolution No. 2015-148, approving a one-year agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Program Permit Year 3.

With the additive general Permit supplemental reporting to the expanding Stormwater Program requirements, staff sought to better evaluate the scope and value of the program's consultant support provided for the City's Stormwater Program. On November 2, 2016 staff issued a request for proposals (RFP) for Public Education and Outreach as well as Program Support for the additional permit elements.

At the regular meeting on March 7, 2017, the City Council adopted Resolution No. 2017-21, approving an agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Program Permit Year 4.

At the regular meeting on November 7, 2017, the City Council adopted Resolution No. 2017-100, approving Amendment No. 1 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 5.

At the regular meeting on October 15, 2019, the City Council adopted Resolution No. 2019-108, approving Amendment No. 3 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 7.

ANALYSIS:

Since the adoption of the current Phase II Stormwater Permit in 2013, the permit requirements outline a steady increase in permit regulations per year. The City's Stormwater program has complied with the escalating permit requirements through a joint effort of City staffing and consulting services.

As summarized to the City Council at the December 15th, 2015 meeting, the Regional Water Board who regulates local agency's compliance to the Permit has enacted three additional provisions that effect local agencies during Permit Year 4 and 5: Industrial General Permit Requirements, the New Statewide Trash Policy Amendment, and Water Code Section 13267 Technical Report Order dated June 13, 2016 requiring an expanded pollutant reduction program.

The Industrial General Permit (IGP), enacted by Order 2015-0057-DWQ, implements the federally required storm water regulations in California for storm water associated with industrial activities. The IGP requires the implementation of best management practices, a site-specific Storm Water Pollution Prevention Plan (SWPPP), and monitoring plan for each of the 18 industrial businesses within the City's jurisdiction. The Phase II Permit for the City requires tracking in Permit Year 5 and enforcement thereafter to local industrial facilities for compliance to the IGP along with reporting to the Regional Water Board.

The State Water Resources Control Board and Regional Water Quality Control Boards are controlling trash primarily through Total Maximum Daily Loads (TMDLs) established in permits. On April 7, 2015, the State Water Resources Control Board adopted Resolution 2015-0019, an Amendment to the Water Quality Control Plan for Ocean Waters of California to Control Trash and Part 1 Trash Provisions of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California (collectively known as "Amendment 1"). The Amendment requires agencies to implement and report on capture systems from priority facilities and sites within their jurisdiction, such as corporation yards and percolation basins.

On June 13, 2016, the City received a Water Code Section 13267 Technical Report Order for an assessment on Stormwater pollutant load reduction practices and their effectiveness. The Order requires the planning, implementation, and reporting on best management practices in reducing storm water pollutants in the City's drainage system as well as quantifying the amount of reduction the best management practices produce. As the Order has a very large area of effect in an agency's program, the Requirements' deliverables span until the expiration of the current permit life cycle. The effectiveness assessment is expected to support the City's ability to remove itself from the Federal Stormwater Permit Program and enter its own City-specific permit under State regulations.

With the additive general Permit requirements as well as the supplementary requirements detailed above, staff has found Save the Whales as the most qualified consultant to manage the City's Phase II permit program for the remainder of Permit Year 8 (October – June 2021). The Regional Board allows approximately 4 months to produce the reporting requirements after each permit year. This means that the report-production period for Permit Year 8 will overlap activities for the next Fiscal Year from July through October 2021.

For a list of permit requirements, see “Scope of Work” in the draft Amendment No. 4 to the Professional Services Agreement (“**EXHIBIT B**”).

City staff will oversee the amended scope to the agreement with Save the Whales to fulfill the requirements of the remaining Permit term, by providing, among other things, the necessary information needed for preparation of the annual report, and by ensuring compliance with the required staff training as part of the requirements of the current Phase II permit. The contract will also include the review of the anticipated new Phase II permit's requirements. Due to the recent pandemic and associated adjusted Permit scheduling, Permit Year 8 will most likely be the last of the current Permit cycle as the City moves towards exclusion from the next NPDES permit estimated now with a Q2 2021 adoption.

FISCAL IMPACT:

The total program costs for the professional services contract with Save the Whales for Permit Year 8 is \$131,252.00. The breakdown in the program budget is as follows:

<u>Fiscal Year 19/20 Stormwater Program Budget</u>			
Permit Year 8, Program Costs		\$	72,571.00
	FY 20/21 Program Budget	\$	72,571.00
<u>Fiscal Year 20/21 Stormwater Program Budget</u>			
Permit Year 8, Program Costs & Annual Reporting		\$	58,681.00
	FY 21/22 Program Budget	\$	58,681.00
Permit Year 8 Program Budget		\$	131,252.00

Should the City Council approve this request, adequate funds are available in the approved budget for Fiscal Year 2020/21 activities in NPDES account No. 100.420.000.00-6370.540.

The remainder of the Program professional services costs of \$58,681.00 will need to be appropriated during the budget approval process for a distribution into Fiscal Year 2021/22 and is not a part of Contract Amendment No.4 at this time.

CONCLUSION:

This request is submitted for City Council discussion and possible action.

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer, Engineering Division
City of Marina

REVIEWED/CONCUR:

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN CITY OF MARINA AND SAVE THE WHALES OF SEASIDE, CALIFORNIA, TO PROVIDE PROFESSIONAL SERVICES FOR THE CITY OF MARINA'S STORM WATER PROGRAM, AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, on February 5, 2013, the State Water Quality Control Board adopted new National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater permit requirements, requiring the City to submit a Notice of Intent for coverage under the new permit by July 1, 2013. The Permit term is five years ending on June 30, 2018, and;

WHEREAS, to fulfill the City's Program Management requirements, including its needed Public Education & Outreach (PE/PO) program under the current NPDES Phase II permit, the City contracted program support for the first two permit years with Save the Whales of Seaside, California, and;

WHEREAS, at the regular meeting on December 15, 2015, the City Council adopted Resolution No. 2015-148, approving a one-year agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Program Permit Year 3, and;

WHEREAS, with the additive general Permit supplemental reporting to the expanding Stormwater Program requirements, staff sought to better evaluate the scope and value of the program's consultant support provided for the City's Stormwater Program. On November 2, 2016 staff issued a request for proposals (RFP) for Public Education and Outreach as well as Program Support for the additional permit elements, and;

WHEREAS, at the regular meeting on March 7, 2017, the City Council adopted Resolution No. 2017-21, approving an agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Program Permit Year 4, and;

WHEREAS, at the regular meeting on November 7, 2017, the City Council adopted Resolution No. 2017-100, approving Amendment No. 1 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 5, and;

WHEREAS, at the regular meeting on October 15, 2019, the City Council adopted Resolution No. 2019-108, approving Amendment No. 3 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 7, and;

WHEREAS, since the adoption of the current Phase II Stormwater Permit in 2013, the permit requirements outline a steady increase in permit regulations per year. The City's Stormwater program has complied with the escalating permit requirements through a joint effort of City staffing and consulting services, and;

WHEREAS, as summarized to the City Council at the December 15th, 2015 meeting, the Regional Water Board who regulates local agency's compliance to the Permit has enacted three additional provisions that effect local agencies during Permit Year 4 and 5: Industrial General Permit Requirements, the New Statewide Trash Policy Amendment, and Water Code Section 13267 Technical Report Order dated June 13, 2016 requiring an expanded pollutant reduction program, and;

WHEREAS, the Industrial General Permit (IGP), enacted by Order 2015-0057-DWQ, implements the federally required storm water regulations in California for storm water associated with industrial activities. The IGP requires the implementation of best management practices, a site-specific Storm Water Pollution Prevention Plan (SWPPP), and monitoring plan for each of the 18 industrial businesses within the City's jurisdiction. The Phase II Permit for the City requires tracking in Permit Year 5 and enforcement thereafter to local industrial facilities for compliance to the IGP along with reporting to the Regional Water Board, and;

WHEREAS, the State Water Resources Control Board and Regional Water Quality Control Boards are controlling trash primarily through Total Maximum Daily Loads (TMDLs) established in permits. On April 7, 2015, the State Water Resources Control Board adopted Resolution 2015-0019, an Amendment to the Water Quality Control Plan for Ocean Waters of California to Control Trash and Part 1 Trash Provisions of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California (collectively known as "Amendment 1"). The Amendment requires agencies to implement and report on capture systems from priority facilities and sites within their jurisdiction, such as corporation yards and percolation basins, and;

WHEREAS, on June 13, 2016, the City received a Water Code Section 13267 Technical Report Order for an assessment on Stormwater pollutant load reduction practices and their effectiveness. The Order requires the planning, implementation, and reporting on best management practices in reducing storm water pollutants in the City's drainage system as well as quantifying the amount of reduction the best management practices produce. As the Order has a very large area of effect in an agency's program, the Requirements' deliverables span until the expiration of the current permit life cycle. The effectiveness assessment is expected to support the City's ability to remove itself from the Federal Stormwater Permit Program and enter its own City-specific permit under State regulations, and;

WHEREAS, with the additive general Permit requirements as well as the supplementary requirements detailed above, staff has found Save the Whales as the most qualified consultant to manage the City's Phase II permit program for the remainder of Permit Year 8 (October – June 2021). The Regional Board allows approximately 4 months to produce the reporting requirements after each permit year. This means that the report-production period for Permit Year 8 will overlap activities for the next Fiscal Year from July through October 2021, and;

WHEREAS, for a list of permit requirements, see "Scope of Work" in the draft Amendment No. 4 to the Professional Services Agreement ("EXHIBIT B"), and;

WHEREAS, City staff will oversee the amended scope to the agreement with Save the Whales to fulfill the requirements of the remaining Permit term, by providing, among other things, the necessary information needed for preparation of the annual report, and by ensuring compliance with the required staff training as part of the requirements of the current Phase II permit. The contract will also include the review of the anticipated new Phase II permit's requirements. Due to the recent pandemic and associated adjusted Permit scheduling, Permit Year 8 will most likely be the last of the current Permit cycle as the City moves towards exclusion from the next NPDES permit estimated now with a Q2 2021 adoption, and;

WHEREAS, the total program costs for the professional services contract with Save the Whales for Permit Year 8 is \$131,252.00. Should the City Council approve this request, adequate funds are available in the approved budget for Fiscal Year 2020/21 activities in NPDES account No. 100.420.000.00-6370.540. The remainder of the Program professional services costs of \$58,681.00 will need to be appropriated during the budget approval process for a distribution into Fiscal Year 2021/22 and is not a part of Contract Amendment No.4 at this time.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Marina hereby:

1. Approve Amendment No. 4 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program, and;
2. Authorize the Finance Director to make necessary accounting and budgetary entries, and;
3. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of October 2020, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

EXHIBIT A TO STAFF REPORT

CITY OF MARINA AGREEMENT FOR PROFESSIONAL SERVICES FOR THE CITY OF MARINA'S STORM WATER PROGRAM

THIS AGREEMENT is made and entered into on May 4, 2017, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and Save the Whales of Seaside, California hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Contractor for professional services associated with the City of Marina's Storm Water Permit Program (Program) – Contractor shall provide general assistance as requested on issues pertaining to City Program and shall perform other support services for City as determined by the City Engineer, to assist the City in complying with State Water Resources Control Board Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 (hereafter, "Phase II Permit")
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. City desires to retain Contractor to provide such services.

Terms and Conditions

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, City and Contractor agree to the following terms and conditions:

1. Scope of Work.

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in Exhibit "A" attached hereto ("Scope of Work") and by this reference made a part hereof. The Scope of Work in Exhibit "A" is referencing compliance requirements under the Phase II Permit. With thirty (30) days prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion, as provided in Section 4 to this Agreement.

(b) Contractor shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Contractor shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Contractor in writing within sixty days of discovery. Should Contractor fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.

(c) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(b)(2), design professional certifies that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

(d) Contractor is responsible for making an independent evaluation and judgment of all relevant conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations and all other contingencies or considerations.

(e) City shall cooperate with Contractor and will furnish all information data, records and reports existing and available to City to enable Contractor to carry out work outlined in Exhibit "A." Contractor shall be entitled to reasonably rely on information, data, records and reports furnished by the City, however, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Contractor which were furnished to the City by a third party. Contractor shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Contractor by the City or a third party.

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire upon the earlier of October 30, 2018 or thirty (30) days after the issuance of the City's WDRs by the RWQCB. Upon the issuance of the WDRs to the City, the City may elect not to terminate this Agreement, and to otherwise have Contractor continue with all or parts of the Scope of Work in order for the City to comply with certain elements of the issued WDRs, but in no event shall this Agreement extend beyond October 30, 2018, unless extended by written amendment by the parties hereto. In the event the City determines to continue with all or certain elements of the Scope of Work to comply with its WDRs, the City, within fifteen (15) days from the date of the issuance of the WDRs, shall provide written notice to Contractor of those services under the Scope of Work the City has determined to continue to have Contractor provide. The date of full execution is defined as the date when all of the following events have occurred:

(i) This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval, and;

(ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form, and;

(iii) This Agreement has been signed on behalf of Contractor by the person or persons authorized to bind the Contractor hereto, and;

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the officer or employee authorized to enter into this Contract and is attested to by the Marina City Clerk.

(b) Contractor shall commence work on the Project on or by March 8, 2017, or the date of full execution, whichever is later. This Agreement may be extended upon written agreement of both parties. At the City's election, Contractor may be required to prepare a more detailed schedule than the general schedule contained in Exhibit A hereto, for the work to be performed, which detailed schedule shall be approved by the City and made a part of Exhibit A. Once approved by the City, Contractor shall perform the work in accordance with the approved detailed schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed seventy three thousand seven hundred and thirty dollars (\$73,730.00), in accordance with the provisions of this Section and the Cost Estimate attached hereto as Exhibit B and incorporated herein by this reference

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or disputed items and their dollar value within thirty days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

(c) Contractor will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Contractor shall make available to the representative of City all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon 24-hour's notice for a period of four years from the date of final payment under this Agreement.

(d) Contractor shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

(e) Expenses not otherwise addressed in the Scope of Services or the Fee Schedule incurred by Contractor in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)), be charged at cost and reimbursed to Contractor.

4. Termination, Suspension or Deletion of Tasks.

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default under subsection (a) above is effectuated by the City, Contractor shall be compensated for services actually rendered and expenses incurred prior to the termination except that any payment due the Contractor at the time of termination may be adjusted to cover any additional fees, costs, damages, expenses or liabilities to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had in fact fulfilled its contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend all or any part of this Agreement at any time for its convenience and at the City's sole discretion, upon not less than thirty (30) days prior written notice to Contractor, including electing to delete certain tasks under the Scope of Work. Not later than the effective date of such termination, suspension or deletion of tasks from the Scope of Work, Contractor shall discontinue all affected work and deliver all affected work product and other related documents, whether completed or in progress, to the City.

(d) If termination for default is effectuated by the Contractor, or if termination, suspension or deletion of tasks from the Scope of Work for convenience is effectuated by the City, Contractor shall be compensated for services actually rendered and expenses incurred prior to the termination, suspension or deletion of tasks, in addition to any termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates as its Project Administrator Public Works Director/City Engineer Mr. Brian McMinn who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates Maris Sidenstecker as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete all phases of the Project on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Contractor has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Maris Sidenstecker (Project Manager).

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors, consultants, persons, employees or firms having applicable expertise to assist Contractor in performing the services under this Agreement, Contractor shall obtain City's prior written approval to such employment or providing of services. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for the administration, completion, presentation and quality of all work performed. City reserves its right to employ other contractors in connection with the work.

(b) If the work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his, her or its employees. The design professional's responsibilities under this Agreement shall not be delegated. The design professional shall be responsible to the City for acts, errors or omissions of his, her or its subcontractors. Negligence of subcontractors or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term subcontractor in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use subcontractors for performance of any professional service under this Agreement.

(c) The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

7. Skill of Employees. Contractor shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training and experience to properly perform such services.

8. Confidential and Proprietary Information. In the course of performing services under this Agreement Contractor may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City. Should Contractor undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Work, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

9. Ownership of Data. Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work 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. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement.

Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest.

(a) Contractor covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Contractor shall represent the interest of the City in any discussion or negotiation.

(b) City understands and acknowledges that Contractor may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may result in a conflict of interest for purposes of this section.

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this Agreement, during the term of his or her tenure or service with City and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof or obtain any present or anticipated material benefit arising therefrom.

11. Disclosure. Contractor may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

12. Non-Discrimination.

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

13. Indemnification & Hold Harmless.

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, defend (with independent counsel reasonably acceptable to the City) and hold harmless City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities"), where same arise out of the performance, or any non-performance, of any Contractor duty under this Agreement by Contractor, its officers, employees, agents and sub-contractors. The Contractor's obligation to defend and indemnify applies unless it is adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's indemnification obligation (but not its defense obligation) shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Contractor shall indemnify, protect, defend (with independent counsel reasonably acceptable to the City) and hold harmless City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of design professional, or the acts or omissions of an officer, employee, agent or subcontractor of the design professional. The design professional's obligation to defend and indemnify applies unless it is adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party the design professional's indemnification obligation (but not its defense obligation) shall be reduced in proportion to the established comparative liability.

(c) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any Worker's Compensation Act or similar Act. Contractor expressly waives its statutory immunity under any such applicable statutes or laws as to City, its employees and officials. Contractor agrees to obtain executed defense and indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such defense/indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's sole expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to the City for reimbursement of reasonable attorney's fees and defense costs.

(e) This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this Section.

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Contractor's indemnification of the City, Contractor agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in Exhibit "C" "Insurance" attached hereto and made a part hereof. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Contractor's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving Contractor ninety days advance written notice of such change. If such change should result in substantial additional cost of the Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

(c) All required insurance must be submitted and approved the City Attorney and Risk Manager prior to the inception of any operations by Contractor.

(d) The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non availability or non-affordability must be documented by a letter from Contractor's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premium in connection therewith and recover all monies so paid from Contractor.

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

15. **Independent Contractor.** The parties agree that Contractor, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Contractor for work or services provided under this Agreement.

16. **Claims for Labor and Materials.** Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

17. **Discounts.** Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.

18. **Cooperation: Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

19. **Dispute Resolution.** If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

20. **Compliance With Laws.**

(a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Contractor shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) If the Project is a "public work," or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work.

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

21. **Assignment or Transfer.** This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

22. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile ("fax") or certified mail, postage prepaid with return receipt requested, addressed as follows:

To City: City Manager
 City of Marina City Hall
 211 Hillcrest Avenue
 Marina, California 93933
 Fax: (831) 384-9148

To Contractor: Maris Sidenstecker
 Save The Whales
 1192 Waring Street
 Seaside, CA 93955
 Fax (831) 394-5555

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

23. **Amendments, Changes or Modifications.** This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Contractor.

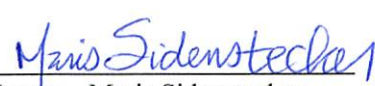
24. **Force Majeure.** Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Contractor's or the City's control. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. **Attorney's Fees.** In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.
26. **Successors and Assigns.** All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.
27. **Authority to Enter Agreement.** Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.
28. **Waiver.** A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.
29. **Severability.** Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.
30. **Construction, References, Captions.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.
31. **Advice of Counsel.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.
32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
33. **Time.** Time is of the essence in this contract.
34. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. The exhibits attached hereto are incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at Marina, California.

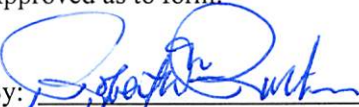
CITY OF MARINA

CONTRACTOR

By:  By: 
Name: Layne P. Long Name: Maris Sidenstecker
Its: City Manager Its: Project Manager

Date: 5/4/17 Date: 4/20/17

Approved as to form:

By: 
for the City Attorney

Attest: 
Deputy City Clerk

Resolution No. 2017- 21



City of Marina Stormwater Program Detailed (Revised - Reduced 2/10/17) Scope of Work - (RFP #4 / "D1, 2, 3, 4") Stormwater Program Services (PE/PO) Year 4 (2016 - 2017) Revised Proposed Task to Complete										
Reference		Permit Element / Time Schedule / BMP Classification				Scope of Services By	Anticipated Deliverables	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall:				Est Hrs	Rate	PY-4 2016/17
n/a	n/a	(RFP # 2 / D1)		(RFP # 4 - D3)		(#3 RFP/D2)	(RFP # 5 / D4)	(RFP # 8 / E1)		
1 Task 1: Provide Program Outline to meet NPDES Permit Requirements										
3	E.7.a.i/ii.(c,d,e,g,h,l,k,l,m)	Throughout	4&5	Internet Updates: Provide as needed updates for City's stormwater public education and outreach program website, facebook and etcetera.		ECS / STW	Updates provided to City representative as needed and overview in Annual Report.	10	86	860
6	E.7.a.i/ii.(d); E.8.i/ii.c/etc	Spring	4&5	Storm Drain Labeling: Continue City's existing storm drain inlet labeling program and litter cleanup of inlets to engage public participation.		STW	Label storm drains and provide details in Annual Report to City.	30	86	2580
11	E.7.a.ii.(c,d,f)	Winter	4&5	Restaurants: Visit 10-12 restaurants, distribute proportional number of pieces of bilingual educational materials (<i>posters, brochures, and link to online BMP in English and Spanish</i>).		STW	Implement annually, and provide list to City in Annual Report and updates as necessary.	4	86	344
12	E.7.a.i/ii.(i)	Spring - Fall	4&5	IPM: Continue distribution of "Our Water Our World" Integrated Pest Management materials through public events, and partner with MRWMD workshops, participate in at least 1 event at Last Chance Mercantile. The focus is to show examples of alternatives to pesticides. The goal is to reach 20-40 people through events; report on increase/decrease in sales of "natural insecticides" from box store corporate headquarters.		STW	Implement annually, and provide list to City in Annual Report and updates as necessary.	8	86	688
13	E.7.a.i/ii.(j)	Spring - Fall	4&5	Schools: Provide environmental place-based learning in schools with hands-on presentations for grades K-3 and 4-12, with materials to effectively educate school-age children about storm water runoff, marine life in the MBNMS, and how they can help protect the environment (<i>groundwater and coastal areas</i>). Partner with MRWMD to provide an assembly on protecting wildlife, recycling, and litter issues. Contact schools and principals for programs. For grades 4-12, pre-and post-student evaluations will be collected, tabulated, and analyzed for effectiveness in the annual report. All teachers who receive a program for their students will be asked to evaluate the presentation.		STW	Implement annually, and provide list to City in Annual Report and updates as necessary.	30	86	2580
17	E.7.a.ii.d	Throughout	4&5	Movie, Radio, Print: Continue existing PE / PO messaging using a multi-pronged approach (<i>print, radio, movie ad</i>) in applicable languages. Recommend substituting TV ad approach (<i>from MRSWMP</i>) to radio ads (<i>English and Spanish</i>) and digital movie ad (<i>already produced</i>) at local theater to run during blockbuster movie season in winter or summer. Number of patrons reached via radio and movie ads to be reported annually.		STW	Throughout the Contract Term, and provide overview and results to City in Annual Report, and updates as necessary.	40	86	3440
Incurred in FY 17/18 Budget										
19	E.7.a.ii.c	fall	4&5	Workshops: Recommend changing this to Annual Council presentation - program updates and a look ahead approach.		ECS / STW	Annually, and provide overview and results to City in Annual Report.	12	86	1032



Reference				Permit Element / Time Schedule / BMP Classification	Scope of Services By	Anticipated Deliverables	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall:			Est Hrs	Rate	PY-4 2016/17
n/a	n/a	(RFP # 2 / D1)		(RFP # 4 - D3)	(#3 RFP/D2)	(RFP # 5 / D4)	(RFP # 8 / E1)		
20	E.7.b.1.i/ii.(a-e)	Spring	4&5	IDDE Training: Develop, implement staff training program for staff that as part of their normal job responsibilities, may be notified of, come into contact with, or otherwise observe an illicit discharge or illegal connection to the storm drain system. This task item will include: (c) Follow-up training as needed to address changes in procedures, techniques, or staffing. (d) Annual assessment of staff's knowledge of illicit discharge response and refresher training as needed. (e) Train all new staff that as part of their normal job responsibilities that may be notified of, come into contact with, or otherwise observe an illicit discharge or illegal connection to the storm drain system within 6 months of hire date. Also, to manage cost with this Permit Element (E.7.b.1.i/ii.(a-e) IDDE) should be combined with E.7.b.3.i/ii-MO/GH training. These trainings will incorporate the unique aspect of Marina, specifically that no outfalls discharge to a waterway, and all percolation ponds in town are designed to replenish the communities drinking water supplies, thus the concept of if you don't want to drink it, then do not put it on the ground.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	50	86	4300
21	E.7.b.1.i/ii.(f)	Summer	4+	IDDE Info: All City vehicles equip with a laminated flyer on: how to address an illicit discharge and / or spill, who to report the discharge / spill too based upon the type of discharge / spill, the procedures for reporting an illicit discharge, additional agencies that must be notified based upon discharge / spill type, and various tips on documenting the discharge / spill to ensure that appropriate follow-up can occur.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	18	86	1548
24	E.7.b.3.i/ii	fall	4+	MO/GH Training: Train appropriate employees on how to incorporate pollution prevention / good housekeeping techniques into Permittee operations and conduct knowledge assessment in alternate years. Train all new hires within 1 year of hire date. For contractors performing Operations and Maintenance work (i.e. sewer / water line replacements) they will receive a fact sheet on appropriate stormwater BMPs for that work activity. Respondent shall conduct random in the field assessments at least 4 times a year of O&M work being performed. These assessments shall coincide with other work being performed in order to manage cost. Also, to manage cost combine this task with IDDE training (E.7.b.1.i/ii.(a-e) IDDE)	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	60	86	5160
Incurred in FY 17/18 Budget									
25	E.8.i.ii.(a-d)	Throughout	4&5	Event: As required public participation and involvement program shall encourage volunteerism, public comment and input on policy, and activism in the community. With this in mind Respondent shall coordinate, engage and lead the public in numerous events and/or sponsor partner events; such as coastal clean-up, pet poo markers installation, clean-up of debris and trash at local parks (at least 4 events annually), dune plant restoration, bi-annual Marina tree and garden club garden tour. Respondent shall engage the public via existing well established contacts with CSUMB and local environmental groups through Respondent's website, facebook, the City's website and via word of mouth recruitment at local community events, such as, farmers markets and etcetera. Respondent routinely solicits public input on program materials via each and every outreach material. Note: Some aspects of these tasks are carry-overs from the MRSWMP program.	ECS / STW	Throughout the year, and provide overview of results to the City as needed and in Annual Report.	21	86	1806
26	E.8.i/ii.(e)	Throughout	4&5	IRWMP: Respondent shall participate on behalf of client in monthly and / or quarterly IRWMP meetings and associated watershed-level planning efforts, if applicable. The time provided is just an estimate	ECS	As needed, and provide updates to City as needed and overview in Annual Report.	21	86	1806



Reference				Permit Element / Time Schedule / BMP Classification		Scope of Services By (#3 RFP/D2)	Anticipated Deliverables (RFP # 5 / D4)	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall: (RFP # 4 - D3)				Est Hrs	Rate	PY-4 2016/17
n/a	n/a	(RFP # 2 / D1)					(RFP # 5 / D4)	(RFP # 8 / E1)		
30	E.11.a/c	Summer	4	MO/GH Inspections: Conduct an annual review and assessment of all municipally owned and/or operated facilities to determine potential to impact storm water quality and eventually ground water. These annual assessments will be fully documented, including photographs with recommendations.		ECS	Conduct inspections annually, and provide updates to City as needed and overview in Annual Report.	50	86	4300
31	E.11.d	Summer	4	MO/GH SWPPP: Develop SWPPP for municipally owned and / or operated pollutant hotspots where Hazardous Materials Business Plan, Spill Prevention Plan, or other equivalent document does not already exist. Estimate 1 plan will be required and / or review and updates of at least two current HMBPs and /or SPPs.		ECS	Develop SWPPP and / or modify existing equivalent facility document (i.e. HMBP or SPCC Plan), and provide updates to City as needed and overview in Annual Report.	60	86	5160
Incurred in FY 17/18 Budget										
33	E.11.g	Winter-Summer	4&5	Trash TMDL: Since the City does not have any outfalls that discharge to a US waterway (Note caveat regarding vernal pools on Dune side of Freeway), but which instead discharge to "Percolation Ponds" it is Respondent's position that this situation meets the Track 1 objectives of the Trash TMDL Policy. Thus, with this in mind, Respondent proposes the following tasks which will follow receipt of the Central Coast RWQCB's 13267 or 13383 Notice: 1) Enter into discussions with the CCRWQCB demonstrating that the City's "Percolation Ponds" meet and fulfill the Track 1 objectives. 2) Within 3 months of receipt of the CCRWQCB Notice, issue a Notice of Intent to implement and / or codify the Track 1 approach. 3) Upon RWQCB approval, Respondent will develop a written program / plan that documents the City's current efforts, including data from extracting and weighing refuse (i.e. garbage, if already available from City data) from the Percolation Ponds by City immediately following the rainy season when the ponds are dry and just before the rainy season. This data will enable the development of a compliant Trash TMDL Plan or actually demonstrate that this approach again meets the objectives of Track 1. This data will begin the formal process to document efforts associated with the Monitoring and Reporting element of the Track 1 approach. 4) Although not required, Respondent recommends that an outreach program concerning garbage be implemented in high prone trash areas based upon data compiled during years 4 or 5. Note that the time estimated is based upon a reasonable response from the Central Coast RWQCB, thus the time required may be less than estimated or more and thus for this line item the cost can not be a not to exceed amount. In addition, the time projections herein do not include actual implementation and monitoring long term.		ECS	Step 1: Discuss with CC RWQCB to propose simply documenting City's current efforts which meet Track 1 requirements via the Percolation Ponds. Then develop a Plan (Written Document) that simply documents current efforts, plus long term tracking of waste collected during annual cleanings of the Percolation Ponds. Annual monitoring and reporting is a City obligation. Note, the time and cost estimate assumes that the CC RWQCB will agree to this proposal, if not then we will have to explore other options with the City.	45	86	3870
35	E.12.g.ii.(c/d)	Winter	5	PCR Outreach: The City of Marina is unique in that it requires 100% infiltration which far exceeds the requirements of the Central Coast PCRs. Thus, all necessary outreach materials developed will need to stipulate 100% infiltration in relation to Permittee's efforts in education and outreach supporting implementation of LID requirements for new and redevelopment projects. However, the City already has developed and is using numerous forms and informational handouts that achieve this Permit requirement. It is Respondent's position that a simple fact sheet directing interested parties, builders, contractors and developers is necessary at this juncture		ECS / STW	Develop informational handout that outlines City's PCRs and includes links to useful documents found on-line. A draft will be prepared and sent to the City Representative for review and approval. Upon City approval it will be emailed out to all project LRPs that currently have an active WDID # / SWPPP project. An overview of this task will be provided to the City in the Annual Report.	45	86	3870



Reference				Permit Element / Time Schedule / BMP Classification		Scope of Services By	Anticipated Deliverables	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall:				Est Hrs	Rate	PY-4 2016/17
n/a	n/a	(RFP # 2 / D1)		(RFP # 4 - D3)		(#3 RFP/D2)	(RFP # 5 / D4)	(RFP # 8 / E1)		
37	E.14.a-b	Summer-fall	4&5	PEAIP: As applicable to the scope of work expressed within the RFP, specifically in regards to Public Education and Outreach Respondent will annually prepare and submit an effectiveness assessment analysis with recommendations based upon the iterative process to the MEP principle to City.		ECS / STW	The PEAIP will be submitted annually to the City for review and consideration.	65	86	5590
Incurred in FY 17/18 Budget										
38	E.15	n/a	n/a	Not applicable to this RFP, nor to the City of Marina.		n/a	n/a			
39	All	As needed	4 & 5	Print cost shall be at actual cost, plus 20% administrative overhead. Estimate of total print cost at 6,000 materials per year.		ECS / STW	Updates will be provided in Monthly billings to City.			4680
41	E.14	Spring	2016	13267 Notice - 6/13/16: Prior to commencing with the work task in items 42-47 Respondent recommends discussing the applicability of the 13267 Notice to the City, since the focus is pollutant loads discharging to waters of the US and nearly all of City's outfalls discharge to "Percolation Ponds" and there are no WOTUS in the City (Note, caveat on Vernal Pools). Thus, this line item includes roughly 50 hours of dedicated discussion time with the Central Coast RWQCB.		ECS	Upon City approval coordinate joint meeting with Central Coast RWQCB. Demonstrate non-applicability to City and as a last effort discuss option other options. City Representative will be updated routinely for input and direction as this task item proceeds. In addition, an overview of this task item will be provided in the Annual Report. For additional details refer to cell to left.	50	86	4300
48	Task 1: Subtotal								\$	57,914
49										
50	Task 2: Reports									
Incurred in FY 17/18 Budget										
51	E.7 / E.8	fall	4&5	Annual Reports: Respondent shall prepare and submit all applicable Annual Report sections related to Public Education / Outreach (E.7) and Public Involvement / Participation (E.8) deliverables		ECS / STW	These documents will be prepared Annually and submitted to the City Representative prior to the SMARTS Annual Report submission due date to allow ample opportunity for input and direction with City Representative.	80	86	6880
52	All	Throughout	4&5	Extra Reports: Respondent shall prepare and submit all other Annual Report Sections as directed by the CITY in compliance with the existing PERMIT at an hourly rate of:		All	These documents will be prepared Annually and submitted to the City Representative prior to the SMARTS Annual Report submission due date to allow ample opportunity for input and direction with City Representative.			
53	Task 2 Subtotal:								\$	6,880



55 Task 3: Project Coordination Meetings and Project Management									
56	All	Throughout	4&5	Meetings - Client: Respondent shall meet with client monthly at dates and times designated by Client as needed. It is estimated that 16 meetings will take place each calendar year. As noted in the RFP project meetings shall include a manager for a half day, with meeting minutes and other associated costs, such as travel expenses included.	All	Annual overview to be provided in Annual Report with highlights.	54	86	4644
57	All	Throughout	4&5	Meetings - RWQCB: Respondent shall meet with RWQCB as needed to ensure program compliance. At this time, Respondents estimates a total of 6 meetings, plus attending 6 regional training workshops on both the new Trash TMDL Policy and the 13267 Notification program requirements. Thus, it is estimated that 12 meetings / workshops will be attended at 3 hours each.	ECS / STW	As needed and an overview to be provided in Annual Report with highlights.	11	86	946
58	All	Throughout	4 & 5	Project Management: Respondent shall provide effective Project Management throughout the entire project to ensure that quality programs are developed, implemented and managed, along with associated necessary quality documents on time and within budget. Program management and overall overhead related to this RFP is estimated .08% of the total cost above and adjusted to account for a 4 month period apx. This line item also covers providing updates on other relevant permits	ECS / STW	As needed and an overview to be provided in Annual Report with highlights.			3346
59 Task 3 Subtotal:							\$	8,936	
TOTAL							\$	73,730	
Key: Con = Construction, IDDE = Illicit Discharge Detection and Elimination, MO/GH = Municipal Operations and Good Housekeeping, PE/PO = Public Education / Public Outreach, PP/PI = Public Participation and Public Involvement & PCR = Post Construction Requirements. Key: ECS = Environmental Compliance Specialist, 2ND = 2ND Nature, STW = Save the Whales Revised Fee Schedule - Reflects a postponement of various task to the next Permit Term (Year 5 - 2017-2018) and / or a reduced workload to account for a 4 - 5 month schedule. Note: For 13267 requirements note estimated fee assumes that all necessary data has already been gathered and organized for preparing appropriate responses. If all necessary data is not already gathered and organized Respondent will discuss next reasonable steps with City. Note: Since the 6/13/16 "13267 Notice" focus is discharges to WOTUS which technically is not applicable to the City of Marina since all outfalls discharge to either privately and / or publicly owned "Percolation Ponds". Thus, the City achieves 100% capture and 100% percolation, excluding evaporation of all storm water within the City, thus it is reasonable to assume that pollutant load reductions will be 100% which is the ultimate goal of any stormwater / water quality program. Thus, these requirements may not completely apply beyond mapping the system with defensible data reflecting 100% capture. This position will need to be discussed with the Central Coast RWQCB. However, if the Central Coast RWQCB disagrees with this position, then the estimates provided are to fulfill the requirements of the 13267 Notice. If the Central Coast RWQCB agrees with this position, then a huge savings to the City. Note: This is a "Not to Exceed" Fee based proposal. As always, the approach is time and materials and if the total estimated amount is not utilized than those remaining funds will be available for other program element assistance at the discretion of Client's representative or simply will not be used.									

EXHIBIT B

COSTS

Proposed costs are provided below.

Permit Year 4	\$73,730.00
Program Contract Budget	\$73,730.00

Environmental Compliance Specialist & Save The Whales Hourly Rate Structure 2017 (RFP #B3/G2)

<u>Title</u>	<u>Hourly Rate</u>
P.E. Services	\$ 135
Principal / Management Services	86
GIS Specialist	86
Grant Writer - Grant Writing Services	86
Plan Examiner - SWPPP Plan Review Services	86
Inspector - Site Inspection Services (Construction & Commercial / Industrial)	86
Administrative Support Services	55
Extra Meetings each at: 5 Hour Minimum	110 \$ 550
Print Cost Current rate \$0.65 per page	
Postage At current rate.	

2ND Nature, LLC Hourly Rate Structure 2017 (RFP #B3/G2)

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$ 172
Senior Scientist III	140
Senior Scientist II	130
Senior Scientist I	110
Science Associate III	95
Science Associate II	85
Science Associate I	75
Software Programmer II	115
Software Programmer I	95
Administration	\$ 55

Exhibit C - Insurance

Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City before any work commences. The City reserves its right to require complete, certified copies of all required insurance policies at any time. The following coverage will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability (primary). Commercial general liability insurance covering Contractor's operations (and products where applicable) is required whenever the City is at risk of third party claims which may arise out of Contractor's work or presence on City premises. Contractual liability coverage is a required inclusion in this insurance.

Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or on an ISO or ACORD form providing coverage at least as broad as ISO form CG 00 01 10 01 and approved in advance by the City Attorney and Risk Manager. Total limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence for all coverages. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be two million dollars (\$2,000,000). Contractor must give written notice to the City of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, Contractor shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the City Attorney and Risk Manager.

City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 or forms CG 20 10 10 01 and CG 20 37 10 01. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the underlying coverage.

Business Auto. Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on City premises, it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement, primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on an ISO or ACORD form providing coverage at least as broad as CA 00 01 10 01 approved by the City Attorney and Risk Manager. Coverage shall be endorsed to stated that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

Workers' Compensation/Employers' Liability. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if Contractor has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease and shall be scheduled under any umbrella policy described above. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the City, its Council, boards and commissions, officers, employees, agents and volunteers.

Property Insurance. Property insurance, in a form and amount approved by the City Attorney and Risk Manager, is required for Contractors having exclusive use of premises or equipment owned or controlled by the City. City is to be named a Loss Payee As Its Interest May Appear in property insurance in which the City has an interest, e.g., as a lien holder. Fire damage legal liability is required for persons occupying a portion of City premises.

Contractor and City further agree as follows:

a) This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d) Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

f) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, Contractor's employees, or agents from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

g) Unless otherwise approved by City, Contractor's insurance shall be written by insurers authorized and admitted to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

h) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

i) Contractor agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Contractor's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

j) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

k) Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to

charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

m) If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

n) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Contractor conducts operations of any type on behalf of City. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of Contractor.

p) Contractor agrees not to attempt to avoid its defense and indemnity obligations to City, its Council, boards and commissions, officers, employees, agents and volunteers by using as a defense Contractor's statutory immunity under workers' compensation or similar statutes.

r) Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Contractor and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

s) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than one million dollars (\$1,000,000) each occurrence for at least three years following substantial completion of the work.

City of Marina Stormwater Program Detailed Scope of Work - Stormwater Program Management Services (PE/PO) Permit Year 8 (2020 - 2021) Proposed Task to Complete Revised (Version 3 - Final)											STAFF
Reference			Permit Element / Time Schedule / BMP Classification				Scope of Services By	Anticipated Deliverables	Fee Proposal		
Ref No.	Permit	Page #	MCM	Task	Schedule	Task / Recommendation - Respondent Shall:			Total 2020	Total 2021	
1	Task 1: Program Management Element										
2	E.6	25-	PE/PO	Internet Updates	PME	Program Management Element - Legal Authority, Municipal Code Review, Recommendations where Warranted and Etcetera					
3	E.6	On-going	PME	Project Management	Throughout	Project Management: Respondent shall provide effective Project Management throughout the entire project to ensure that quality programs are developed, implemented and managed, along with associated necessary quality documents on time and within budget. Program management and overall overhead related to this RFP is estimated .08% of the total cost above. This line item also covers providing updates on other relevant permits	ECS / STW	As needed and an overview to be provided in Annual Report with highlights.	5,301	5,301	
4	E.6	20-	PME	Project Management	Throughout	Meetings - RWQCB: Respondent shall meet with RWQCB as needed to ensure program compliance. At this time, Respondents estimates a total of 4 meetings, plus attending 4 regional training workshops on the new NPS, AG Permit and proposed Pesticide Permit. Thus, it is estimated that 8 meetings / workshops will be attended at 3 hours each.	ECS / STW	As needed and an overview to be provided in Annual Report with highlights.	1,032	1,032	
5	E.6	20-	PME	Project Management	Throughout	Coordination and Oversight of Other Environmental Services Providers (i.e. 2ND Nature)	ECS / STW	As needed, but estimated at:	2,365	2,365	
6	E.6.a.i-ii.a-j	20-	PME	Project Management	As needed	Legal Authority - Review Municipal Code to Ensure It Meet new Regulatory Needs (i.e. NPS, Ag Permit, proposed Pesticide Permit, New Phase II Permit, and Other Relevant Permits), Etc.	ECS	Review Municipal Code	430	430	
7	E.6.c	20-	PME	Project Management	As needed	ERP - Enforcement Response Plan - Review and update as necessary, specific to item # 1 above	ECS	Review Municipal Code	258	258	
8	E.6	n/a	PME	Project Management	Special Project	New Permit: Review and make recommendations regarding new Phase II Permit & Evaluate Options of WDR	ECS		5,160	5,160	
9	Subtotal		Task 1: Program Management Element						14,545.80	14,545.80	

10	Task 2 Public Education and Outreach Element & Public Participation and Involvement Element										
11	E.7	Page #	MCM	Task	Schedule	Public Education and Public Outreach Element					
12	E.7.a.i/ii.(c,d,e,g,h,I,k,l,m)	25-	PE/PO	Internet Updates	Throughout	Internet Updates: Provide as needed updates for City's stormwater public education and outreach program website, facebook and etcetera.	ECS / STW	Updates provided to City representative as needed and overview in Annual Report.	860	860	
13	E.7.a.i/ii.(c,d,e,g,h,I,k,l,m)	MRSWMP	PE/PO	Print Adds	On-Hold	Print Ads: Develop and run print ads with impressions on various program topics targeting specific audiences and specific pollutants of concern. This task line item is specifically a MRSWMP carry-over item.	STW	Updates provided to City representative as needed and overview in Annual Report.	-		
14	E.7.a.i/ii.(c,d,e,g,h,i);	25	PE/PO	Multiple Languages	On-Hold	Multi-Languages: Expand at least 2 existing outreach materials (<i>Type To Be Determined</i>) per year to Spanish & an Asian dialect (i.e. Korean) to meet the goals of council (2015) and community needs. Messaging to include at a minimum how to report illicit discharges, water efficient landscaping items, water conservation ideas, proper pesticide / fertilizer and herbicide application, solid waste - litter control (<i>Trash TMDL requirement</i>) and additional items as directed and/or as necessary.	ECS / STW	Translate two brochures per year, update City accordingly and provide overview in Annual Report.	-		
15	E.7.a.i/ii.(d); E.8.i/ii.c/etc	25	PE/PO	Storm Drain Labeling	Spring	Storm Drain Labeling: Continue City's existing storm drain inlet labeling program and litter cleanup of inlets to engage public participation.	STW	Label storm drains and provide details in Annual Report to City.	1,290	1,290	
16	E.7.a.i/ii.(d); E.8.i/ii.c/etc	27	PE/PO	Storm Drain Labeling	Spring	Storm Drain Emblems: Supplies for storm drain emblems per year.	STW	n/a	125	125	
17	E.7.a.i/ii.(f)/(c,d,e,g,h,i)	25	PE/PO	Material Distribution	Winter	Distribute educational materials determined by City. Recommend distribution at City Hall, library, community centers, public events (<i>i.e. farmers market, Marina Earth Day, Labor Day, Veteran's Day Celebration, Marina Tree and Garden events, etc.</i>) participate in four (4) events a year. Also, recommend distribution via regulatory compliance actions.	STW	Distribute materials to select facilities 4 times year and at noted events annually. Provide results to City in Annual Report and updates as necessary.	1,720	1,720	
18	E.7.a.ii.(c,d,f)	26	PE/PO	Restaurants (MRSWMP)	Winter	Restaurants: Visit 10-12 restaurants, distribute proportional number of pieces of bilingual educational materials (<i>posters, brochures, and link to online BMP in English and Spanish</i>).	STW	Implement annually, and provide list of facilities visited to City in Annual Report and updates as necessary.	172	172	
19	E.7.a.i/ii.(i)	26	PE/PO	Pesticides, herbicides, and fertilizers	Spring - Fall	IPM: Continue distribution of "Our Water Our World" Integrated Pest Management materials through public events, and partner with MRWMD workshops, participate in at least 1 event at Last Chance Mercantile. The focus is to show examples of alternatives to pesticides. The goal is to reach 20-40 people through events; report on increase/decrease in sales of “natural insecticides” from box store corporate headquarters.	STW	Implement annually, and provide list of facilities visited to City in Annual Report and updates as necessary.	344	344	
20	Task 2 Public Education and Outreach Element & Public Participation and Involvement Element										

21	E.7	Page #	MCM	Task	Schedule	Public Education and Public Outreach Element				
22	E.7.a.i/ii.(j)	26	PE/PO	Schools	Spring - Fall	Schools: Provide environmental place-based learning in schools with hands-on presentations for grades K-3 and 4-12, with materials to effectively educate school-age children about storm water runoff, marine life in the MBNMS, and how they can help protect the environment (<i>groundwater and coastal areas</i>). Partner with MRWMD to provide an assembly on protecting wildlife, recycling, and litter issues. Contact schools and principals for programs. For grades 4-12, pre-and post-student evaluations will be collected, tabulated, and analyzed for effectiveness in the annual report. All teachers who receive a program for their students will be asked to evaluate the presentation.	STW	Implement annually, and provide list of restaurants visited to City in Annual Report and updates as necessary.	3,440	-
23	E.7.a.ii.j.4	26	PE/PO	Schools	Spring - Fall	Schools: Provide environmental place-based learning workshop to educators (<i>i.e. train the trainer</i>) per Permit.	STW	Develop workshop, outreach to educators, conduct workshop. Update City when workshop will be and report on annually.	1,720	-
24	E.7.a.i/ii.(k)/(m)	27	PE/PO	Target Audiences	Spring	Target Audiences: Distribute existing materials target audiences (TBD)	ECS	Distribute as necessary to target audiences	2,322	2,322
25	E.7.a.ii.d	27	PE/PO	Movie, Radio, Print	Throughout	Movie, Radio, Print: Continue existing PE / PO messaging using a multi-pronged approach (<i>print, radio, movie ad</i>) in applicable languages. Recommend substituting TV ad approach (<i>from MRSWMP</i>) to radio ads (<i>English and Spanish</i>) and digital movie ad (<i>already produced</i>) at local theater to run during blockbuster movie season in winter or summer. Number of patrons reached via radio and movie ads to be reported annually.	STW	Throughout the Contract Term, and provide overview and results to City in Annual Report, and updates as necessary.	1,720	1,720
26	E.7.a.ii.e	27	PE/PO	Events /Meetings / Presentations / Workshops	Spring - Fall	Workshops: The Permit requires the Permittee to hold public meetings to elicit public input. The recommendation is to change this approach to seeking public input through the website / Facebook & brochures. This approach will include routine updates as appropriate.	ECS / STW	As needed, and provide overview and results to City in Annual Report, and updates as necessary.		
27	E.7.a.ii.e	27	PE/PO	Events /Meetings / Presentations / Workshops	fall	Workshops: Recommend changing this to Annual Council presentation - program updates and a look ahead approach.	ECS / STW	Annually, and provide overview and results to City in Annual Report.	1,720	1,720
28	E.7.b.1.i/ii.(a-e) E.7.b.3.i/ii E.11.g	27	PE/PO	IDDE - Staff & Site Operator Training & Education	Spring	IDDE / MO/GH & IPM Training: Staff and Site Operator Training and Education. E.7.b.1 - E.7.b.1. Illicit Discharge Detection and Elimination Training; E.7.b.2. Staff Construction Outreach and Education; E.7.b.3. Pollution Prevention and Good Housekeeping Staff Training; Combined with No.'s 28, 33, and 55 training.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	2,580	2,580
29	E.7.b.2.b.i/ii.a	29	PE/PO	Construction Outreach and Education	3-4 x a yr	Construction Site Operator Education: Develop and distribute educational materials to construction site operators. Recommend notice to all operators working in town on WDID # / SWPPP projects be emailed a notice on trainings locally on stormwater construction site BMPs, post notice on City's website and make notice available at Permit Counter twice a year.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	860	860

3	Task 2: Public Education and Outreach Element & Public Participation and Involvement Element									
31	E.7	Page #	MCM	Task	Schedule	Public Education and Public Outreach Element				
32	E.7.b.2.b.i/ii.b.d	29	PE/PO	Construction Outreach and Education	3-4 x a yr	Construction Operator Outreach Recommendations: (b) Distribute outreach tools aimed at educating construction site operators on appropriate selection, installation, implementation, and maintenance of storm water BMPs, as well as overall program compliance. (c) Distribute appropriate outreach materials to all construction operators who will be disturbing land within the MS4 boundary. The Permittee's contact information and website shall be included in these materials. (d) Update the existing stormwater website as necessary, to include information on appropriate selection, installation, implementation, and maintenance of BMPs. Replace with debriefing / training notices on a near monthly basis	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	860	860
33	E.7.b.3.i/ii	29-30	PE/PO	Pollution Prevention and Good Housekeeping Staff Training	fall	MO/GH Training: E.7.b.3. Pollution Prevention and Good Housekeeping Staff Training. Combined with No.'s 28, 33, and 55 training.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report. See item 20 for joint cost	-	-
34	E.8	Page #	MCM	Task	Schedule	Public Participation & Public Involvement				
35	E.8.i.iii.(a-d)	30	PIPP	Coastal Cleanup - sponsorship	Throughout	Event: As required public participation and involvement program shall encourage volunteerism, public comment and input on policy, and activism in the community. With this in mind Respondent shall coordinate, engage and lead the public in numerous events and/or sponsor partner events; such as coastal clean-up, pet poo markers installation, clean-up of debris and trash at local parks (<i>at least 4 events annually</i>), dune plant restoration, bi-annual Marina tree and garden club garden tour. Respondent shall engage the public via existing well established contacts with CSUMB and local environmental groups through Respondent's website, facebook, the City's website and via word of mouth recruitment at local community events, such as, farmers markets and etcetera. Respondent routinely solicits public input on program materials via each and every outreach material. Note: Some aspects of these tasks are carry-overs from the MRSWMP program.	ECS / STW	Throughout the year, and provide overview of results to the City as needed and in Annual Report.	2,365	2,365
36	E.8.i/ii.(e)	30	PIPP	RWMG	Throughout	Regional Water Management Group {(RWMG) Formerly Integrated Regional Water Management Program): Respondent shall participate on behalf of client in monthly and / or quarterly RWMG meetings and associated watershed-level planning efforts, if applicable. The time provided is just an estimate	ECS	As needed, and provide updates to City as needed and overview in Annual Report.	1,720	1,720
37	Subtotal					Task 2: Public Education and Public Outreach and Public Participation and Involvement Element			23,818.00	18,658.00

38	Task 3: Construction, Municipal Operations and Good Housekeeping and Post Construction Requirements										
39	E.10.a	Page #	MCM	Task	Schedule	Construction Site Management					
40	E.10.a	37-39	Con	Construction Site Outreach	Throughout	Construction Outreach: Update existing construction site related education materials as needed based upon changing regulations, standards and ASTM standards.		ECS	Throughout as needed, and provide updates to the City as needed and overview in the Annual Report of updates / modifications made.	258	258
41	E.10.a.(i-iii)	37	Con	Inventory	3 - 4 x a yr	Construction Site Inventory - Maintain list of all active construction sites within City limits		ECS	Maintain list for city that achieves this permit requirement with coordination with City staff for all non-SWPPP sites with Soil Disturbing Activities.	516	516
42	E.10.c	39	CON	Inspections	4 x a yr	Provide telephonical assistance to inspectors as needed.		ECS	Conduct inspections of all WDID/SWPPP sites 4 x a year (10 WDID Sites). Optional line item to assist as needed	516	516
43	E.11	MO/GH Municipal Operations & Good Housekeeping									
44	E.11	Page #	MCM	Task	Schedule	Municipal Operations & Good Housekeeping					
45	E.11.e.	43-44		Municipal Facility Inspections	1 x a yr	MO/GH Inspections: Respondent shall inspect municipally owned facilities as follows: (a) Quarterly visual hotspot inspections, (b) Annual Hotspot comprehensive inspections, (c) Quarterly Hotspot visual observation of storm water and non-storm water discharges, (d) Non-Hotspot Inspection once per Permit term vs. E.11.c.ii - annual assessment. Respondent will make assessments of the sites risk to water quality and make recommendations for remedial adjustments / actions as necessary. Respondent estimates that 8 sites in town will need quarterly inspections for various reasons, and 20 non-hotspot sites will be inspected annually.		ECS	Conduct inspections as specified and provide updates to City as needed and overview in Annual Report.	-	4,730
46	E.11.e.	43-44	MO/GH	Assessments	4 x a yr	Provide telephonical assistance to inspectors as needed.		ECS	Optional - Conduct quarterly specific facility assessments	516	516
47	E.6 / E.11.f.g		4 x a year	Assessments	4 x a yr	Provide telephonical assistance to inspectors as needed.		ECS	Assessment of Various Perc Lots 4 x a year	516	516
48	E.11.G		4 x a year	Reporting	TP	Trash Policy Plan Compliance Reporting - Provide assistance to ensure City is meeting trash Full Capture System status, report on progress annually to water board		ECS	Assist and prepare annual report		2,150

49	E.11.h.	45	MO/GH	Assessments	4 x a yr	Provide telephonical assistance to inspectors as needed.	ECS	Optional - Conduct quarterly activity specific assessments	516	516	
50	E.11.j.ii	47-48	MO/GH	Landscape Design and Maintenance	fall	IPM Training: Combined with No.'s 28, 33, and 55 training.	ECS / STW	Annually, provide training opportunities to City applicators and distributors, update City as needed and an overview will be provided in the Annual Report. See item 20 for joint cost.			
51	E.12				PCON	Post Construction					
52	E.12	CCRWQ CB PCR's	PCON	Reporting	4 x a yr	Post Construction Requirements - Related to Central Coast Regional Water Quality Control Board Post Construction Requirements. Potential to update outreach materials based upon regulatory changes / updates. Remind City about requirement for annual reporting, conduct self certification outreach and assist with reporting	ECS	See Task / Recommendations to Left	1,935	1,935	
53	E.12.i	60	PCON		1 x a yr	Provide telephonical assistance to inspectors as needed.	ECS	Optional: Recommend this to close the gap.		344	
54	Subtotal				Task 3: Construction, Municipal Operations & Good Housekeeping and Post Construction Requirements					4,773.00	11,997.00
55	Task 4: Water Quality Monitoring & Sampling, Program Effectiveness Assessment and Improvement Plan, TMDL and Annual Report										
56	E.13				WQM	Water Quality Monitoring & Sampling					
57	E.13	62-69	WQM	n/a	n/a	N/A: Since the City does not have any outfalls that discharge to a US waterway (Note caveat regarding vernal pools), but which instead discharge to percolation ponds it is Respondent's position that this Permit element is not applicable at this time, unless the Central Coast RWQCB directs otherwise.	n/a	n/a			
58	E.13	n/a	WQM	Field Sampling	WQM	Water Quality Monitoring & Sampling to Coincide with 2NDNature Work. Staff time, lab fees and etc. Details available on supplemental document upon request. The hope is that this will assist in securing a WDR. Cushion provided of 12%. If not required, then not charged	STW	Conduct Vernal Pool Water Quality Monitoring & Sampling	20,554	-	
59	E.14				PEAIP	Program Effectiveness Assessment and Improvement Plan					
60	E.14	70 - 13267 Notice	6/13/2016 13267 Notice	Software User Agreement	2NDNature	13267 Notice Software: Software user license agreement for 13267 Requirements. Cushion of 5% added. If not required, then not charged	2ND	Annual software licensing fee	7,870	-	

61	E.14.a-b	70-73	PEAIP	Program Effectiveness Assessment and improvement Plan	Summer-fall	PEAIP: As applicable to the scope of work expressed within the RFP, specifically in regards to Public Education and Outreach Respondent will annually prepare and submit an effectiveness assessment analysis with recommendations based upon the iterative process to the MEP principle to City.	ECS / STW	The PEAIP will be submitted annually to the City for review and consideration.		3,870
62	E.15				TMDL	Total Maximum Daily Load				
63	E.15	73-74	TMDL	TMDL Requirements	n/a	Not applicable to this RFP, nor to the City of Marina.	n/a	n/a		
64	E16				ARPT	Annual Reports				
65	E.16	All	Reports	Applicable Annual Report Sections	fall	Annual Reports: Respondent shall prepare and submit all applicable Annual Report sections related to Public Education / Outreach (E.7) and Public Involvement / Participation (E.8) deliverables	ECS / STW	These documents will be prepared Annually and submitted to the City Representative prior to the SMARTS Annual Report submission due date to allow ample opportunity for input and direction with City Representative.		8,600
66	Subtotal					Task 4: Water Quality Monitoring & Sampling, PEAIP, TMDL and Annual Report			28,423.99	12,470.00
67	Task 5: Other Program Cost: Print, Postage and Mail									
68	All	n/a	PE/PO	Print Cost	As needed	Print cost shall be at actual cost, plus 20% administrative overhead. Estimate of total print cost at 6,000 materials per year.	ECS / STW	Updates will be provided in Monthly billings to City. Reduced in a third because of Covid-19	390	390
69	All	n/a	PE/PO	Postage / etc.	As needed	Postage cost shall be at actual cost, plus 20% administrative overhead. Estimate of total of 4,000 mailings per year.	ECS / STW	Updates will be provided in Monthly billings to City. Reduced in a third because of Covid-19	620	620
70	All	All	Reports	Annual Report Sections	Throughout	Extra Reports: Respondent shall prepare and submit all other Annual Report Sections as directed by the CITY in compliance with the existing PERMIT at an hourly rate of:	ECS / STW	These documents will be prepared Annually and submitted to the City Representative prior to the SMARTS Annual Report submission due date to allow ample opportunity for input and direction with City Representative.	TBD	TBD
71	Subtotal					Task 5: Other Program Cost: Print, Postage and Mail			1,010	1,010
GRAND TOTAL									72,571	58,681

Key: Con = Construction, IDDE = Illicit Discharge Detection and Elimination, MO/GH = Municipal Operations and Good Housekeeping, PE/PO = Public Education / Public Outreach, PP/PI = Public Participation and Public Involvement & PCR = Post Construction Requirements.
Key: ECS = Environmental Compliance Specialist, 2ND = 2ND Nature, STW = Save the Whales
Note: This is a "Not to Exceed" Fee based proposal. As always, the approach is time and materials and if the total estimated amount is not utilized than those remaining funds will be available for other program element assistance at the discretion of Client's representative or simply will not be used.

**CITY OF MARINA
AMENDMENT NO. 4 TO THE AGREEMENT FOR
PROFESSIONAL SERVICES FOR THE CITY OF MARINA'S
STORM WATER PROGRAM**

THIS AMENDMENT NO. 4 ("Amendment No. 4") to the Agreement entered into between the City of Marina ("City"), and Save the Whales ("Contractor") on May 4, 2017 (the "Agreement") is made and entered into as of the _____ day of _____ 2020, by and between those Parties. City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No.4.

Recitals

- A. City desires to retain Contractor for professional services associated with the City of Marina's Storm Water Permit Program (Program) – Contractor shall provide general assistance as requested on issues pertaining to City Program and shall perform other support services for City as determined by the City Engineer, to assist the City in complying with State Water Resources Control Board Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 (hereafter, "Phase II Permit")
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. City desires to retain Contractor to provide such services.

In consideration of the mutual promises contained herein, City and Contractor agree that the Terms and Conditions set forth herein are incorporated into the Agreement. Only the provisions of the numbered sections of the Agreement which are being amended hereby are included in this Amendment No. 4, and all other terms and conditions of the Agreement shall remain unchanged.

Section 1.(a) of the Agreement "Scope of Work" is hereby deleted in its entirety and replaced with the following:

"1.(a) Scope of Work.

- (a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in Exhibit "A", Exhibit "A.1", Exhibit "A.2", Exhibit "A.3" and A.4" attached hereto ("Scope of Work") and by this reference made a part hereof. The Scope of Work in Exhibit "A", "A.1", "A.2", "A.3" and "A.4" is referencing compliance requirements under the Phase II Permit. With thirty (30) days prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion, as provided in Section 4 to this Agreement."

Section 2.(a) of the Agreement "Term of Agreement & Commencement of Work" is hereby deleted in its entirety and replaced with the following:

“2.(a) Term of Agreement & Commencement of Work.

- (a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire upon the earlier of October 31, 2021 or thirty (30) days after the issuance of the City’s WDRs by the RWQCB. Upon the issuance of the WDRs to the City, the City may elect not to terminate this Agreement, and to otherwise have Contractor continue with all or parts of the Scope of Work in order for the City to comply with certain elements of the issued WDRs, but in no event shall this Agreement extend beyond October 31, 2021, unless extended by written amendment by the parties hereto. In the event the City determines to continue with all or certain elements of the Scope of Work to comply with its WDRs, the City, within fifteen (15) days from the date of the issuance of the WDRs, shall provide written notice to Contractor of those services under the Scope of Work the City has determined to continue to have Contractor provide. The date of full execution is defined as the date when all of the following events have occurred:”

Section 3.(a) of the Agreement “Compensation” is hereby deleted in its entirety and replaced with the follow:

“3.(a) Compensation

- (a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed seven hundred twenty thousand one hundred and nineteen dollars (\$720,119.00), in accordance with the provisions of this Section and the Cost Estimate attached hereto as Exhibit B and incorporated herein by this reference.”

In all other respect the Agreement remains enforceable in accordance with its terms and in full force effect.

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at Marina, California.

CITY OF MARINA

CONTRACTOR

By: _____ By: _____
Name: Layne P. Long Name: Maris Sidenstecker
Its: City Manager Its: Project Manager

Date: _____ Date: _____

Approved as to form:

By: _____
City Attorney

Attest: _____ Resolution No. 2020-
Deputy City Clerk

EXHIBIT B

COSTS

Proposed costs are provided below.

Original Contract (Partial Permit Year 4)	\$ 73,730.00
Amendment No. 1 (Permit Year 5)	\$230,084.00
Amendment No. 2 (Permit Year 6)	\$153,386.00
Amendment No. 3 (Permit Year 7)	\$131,667.00
Amendment No. 4 (Permit Year 8)	\$131,252.00
Program Contract Budget	\$720,119.00

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 6, 2020

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2020-,
AUTHORIZING STAFF TO CONDUCT A RESIDENT SURVEY TO
PROVIDE ADDITIONAL PUBLIC INPUT FOR DECISIONS
REGARDING EXPENDITURE OF FUNDS FOR BLIGHT REMOVAL,
RENOVATION, RESTORATION AND PRESERVATION OF BUILDINGS
ON FORMER FORT ORD PROPERTY, AUTHORIZING HIRING A
CONSULTANT TO PERFORM A SURVEY WITH AN EXPENDITURE
OF UP TO \$15,000, AND AUTHORIZING THE FINANCE DIRECTOR TO
MAKE THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES**

REQUEST:

It is requested that the City Council

1. Consider adopting Resolution No. 2020-, authorizing staff to conduct a resident survey to provide additional public input for decisions regarding expenditure of funds for blight removal, renovation, restoration and preservation of buildings on former Fort Ord property, and;
2. Authorizing professional services to perform a survey with an expenditure of up to \$15,000 from blight bond funding, and;
3. Authorizing the Finance Director to make the necessary accounting and budgetary entries.

BACKGROUND:

The closure of the Army Fort Ord resulted in land being deeded to the City of Marina in an “as-is” condition. The land contains numerous buildings that served the former fort which have deteriorated since 1994 and need to be removed as part of the land redevelopment. Some of the buildings are on property that the City will retain and must be removed or renovated for adaptive reuse.

The Fort Ord Reuse Authority (FORA) sunset on June 30, 2020 but acted to secure bond funding for blight removal prior to closure. Included in the bond funding are FORA bond trust funds allocated to the City amounting to \$8,561,968 with an additional +/- \$1M which will be available by the end of the year, and escrow bonds that are projected to generate an additional \$6.5M in blight removal funding through 2025.

The FORA bond funds can be used for blight removal, restoration, rehabilitation, and preservation of buildings on former Fort Ord property.

Staff presented a variety of building removal and reuse options at the September 15, 2020 City Council Meeting. City Council scheduled a special meeting for October 27, 2020 and asked staff to perform outreach to encourage public input in the use of these funds.

ANALYSIS:

The costs to remove all the remaining blighted buildings in the city could be up to \$30 million dollars. Additionally, there have been proposals to renovate the pool, water city roller hockey, arts village, and the white church and restore old military buildings for future museums. All these proposed potential uses far exceed the \$8.5 million already received and the additional \$6.5 million from escrow bonds by year 2025. Staff is proposing a random mail survey which will reach out to a broader range of our residents for input. This feedback combined with feedback from the October 27, 2020 special meeting can provide guidance to the city council in allocating these limited funds to the highest community priorities

Staff is currently reaching out to firms that perform surveys and believes it can be done for under \$15,000.

FISCAL IMPACT:

Funds to conduct a survey can be used from the \$8.5 million blight removal bond funds.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

RESOLUTION OF THE CITY COUNCIL AUTHORIZING STAFF TO CONDUCT A RESIDENT SURVEY TO PROVIDE ADDITIONAL PUBLIC INPUT FOR DECISIONS REGARDING EXPENDITURE OF FUNDS FOR BLIGHT REMOVAL, RENOVATION, RESTORATION AND PRESERVATION OF BUILDINGS ON FORMER FORT ORD PROPERTY, AUTHORIZING HIRING A CONSULTANT TO PERFORM A SURVEY WITH AN EXPENDITURE OF UP TO \$15,000, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, the closure of the Army Fort Ord resulted in land being deeded to the City of Marina in an “as-is” condition. The land contains numerous buildings that served the former fort which have deteriorated since 1994 and need to be removed as part of the land redevelopment. Some of the buildings are on property that the City will retain and must be removed or renovated for adaptive reuse; and

WHEREAS, the Fort Ord Reuse Authority (FORA) sunset on June 30, 2020 but acted to secure bond funding for blight removal prior to closure. Included in the bond funding are FORA bond trust funds allocated to the City amounting to \$8,561,968 with an additional +/- \$1M which will be available by the end of the year, and escrow bonds that are projected to generate \$6.5M in blight removal funding through 2025; and

WHEREAS, the FORA bond funds can be used for both blight removal and rehabilitation of buildings; and

WHEREAS, Staff presented a variety of building removal and reuse options at the September 15, 2020 City Council Meeting. City Council scheduled a special meeting for October 27, 2020 and asked staff to perform outreach to encourage public input in the used of funds to address blight and invest in other community programs; and

WHEREAS, there has been increased public participation in city meetings through the on-line video format during COVID-19 restrictions. In addition to residents who have on-line access, staff is proposing a survey to reach other segments of the population who are not engaged on-line. This can take the form of a random mail in survey to gain a broader range of resident input.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Authorize staff to conduct a resident survey to inform future decisions regarding investment in blight removal, renovation, restoration, and preservation of former Fort Ord buildings, and;
2. Authorize professional services to perform a survey with an expenditure of up to \$15,000 in blight bond funding, and;
3. Authorize the Finance Director to make the necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of October 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk